

The Corporation of the City of Temiskaming Shores Regular Meeting of Council Tuesday, October 1, 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. <u>Disclosure of Pecuniary Interest and General Nature</u>
- 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 – September 17, 2019.

7. <u>Public Meetings pursuant to the Planning Act, Municipal Act and other Statutes</u>

7.1. Land Disposition – Glenhill Road

Owner: City of Temiskaming Shores

Applicant: Mark and Carole Wilson

Purpose: The applicants are seeking to acquire a portion of Glenhill Road to

add to their currently property located on either side of this portion

of Glenhill Road.

8. Question and Answer Period

9. <u>Presentations / Delegations</u>

a) Mayor Carman Kidd on behalf of Anthony Rota, MP for Nipissing-Timiskaming

Re: Volunteer Award – Terry Johnson

b) Sylvain Gelineau, Bucke Park Campground Committee

Re: Disposition of Bucke Park Campground

c) Jan Edwards, Interim Executive Director – Temiskaming Shores Seniors Housing Corporation

Re: Affordable Senior Housing Project

10. Communications

a) Vic A. Bodnar, Mayor – Municipality of Hastings Highlands

Re: Request for Support – Mandatory Septic System Reports

Reference: Received for Information

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

Re: Building Code Services transformation

Reference: Referred to the Chief Building Official

c) Sheila Olan-Maclean, President – Ontario Coalition for Better Child Care & Fred Hahn, President – CUPE Ontario Division

Re: 19th Annual Child Care Worker and Early Childhood Educator Appreciation Day – October 24, 2019

Reference: Motion to be presented under New Business

d) Angela Cote, Resource Operations Clerk - MNRF

Re: Inspection of MNRF Approved Prescribed Burn Plan for Slash Piles

Reference: Received for Information

e) Northern Ontario School of Medicine (NOSM)

Re: Thank you – local NOSM Group

Reference: Received for Information

f) Carman Kidd – President, – Temiskaming Shores Seniors Housing Corporation

Re: Sponsorship – Fundraising Campaign

Reference: Motion to be presented under New Business

g) Suzie Fornier, Clerk - Municipality of Temagami

Re: Invitation to Workshop – Overview of Municipal Obligations

Reference: Received for Information

h) Ala Boyd, Director – Ministry of Natural Resources and Forestry

Re: Proposed changes to the Aggregate Resources Act

Reference: Referred to the Planner

Draft Motion

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

11. Committees of Council - Community and Regional

Draft Motion

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on June 19, 2019;
- b) Minutes of the Timiskaming Board of Health meeting held on August 1, 2019;
- c) Minutes of the Temiskaming Shores Police Services Board meeting held on September 16, 2019;
- d) Second Quarter Report to the Board of Health from the Timiskaming Health Unit:
- e) Minutes of the Earlton-Timiskaming Regional Airport Authority meeting held on July 18, 2019;
- f) July 2019 Activity Report for the Earlton-Timiskaming Regional Airport Authority;
- g) August 2019 Activity Report for the Earlton-Timiskaming Regional Airport Authority;
- h) Minutes of the Temiskaming Municipal Association meeting held on May 30, 2019; and
- i) Minutes of the Temiskaming Municipal Association Executive meeting held on September 23, 2019.

12. <u>Committees of Council – Internal Departments</u>

Draft Motion

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

- a) Minutes of the Corporate Services Committee meeting held on July 23, 2019;
- b) Minutes of the Corporate Services Committee meeting held on August 7, 2019;
- c) Minutes of the Building Maintenance Committee meeting held on August 22, 2019:
- d) Minutes of the Public Works Committee meeting held on August 22, 2019;
- e) Minutes of the Protection to Persons and Property Committee meeting held on September 5, 2019;
- f) Minutes of the Building Maintenance Committee meeting held on September 13, 2019; and
- g) Minutes of the Corporate Services Committee meeting held on September 13, 2019.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Support - Single-use Disposable Wipes

Draft Motion

Whereas at the September 17, 2019 Regular Council meeting of the City of Temiskaming Shores received correspondence from the City of Kitchener seeking support in regards to single-use disposable wipes; and

Whereas the City of Temiskaming Shores concurs with the City of Kitchener that single-use wipes are not safe to flush as they are buoyant, not biodegradable, and unable to break down into small pieces quickly; and

Whereas the Public Works Environmental Services Division has experienced

malfunctions at various sanitary lift stations due to single use wipes, creating increased costs for repairs and maintenance.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby petitions the Federal Government to review regulations related to consumer packing on single-use wipes to remove the word flushable; and

Furthermore, that a copy of this resolution be forwarded to the Right Honourable Justin Trudeau, Prime Minister of Canada; the Honourable Doug Ford, Premier of Ontario; the Honourable Rod Phillips, Minister of the Environment, Conservation and Parks; the Honourable Steve Clark, Minister of Municipal Affairs and Housing; the Association of Municipalities of Ontario; and the Federation of Northern Ontario Municipalities.

b) Proclamation – 19th Annual "Child Care Worker & Early Childhood Educator Appreciation Day"

Draft Motion

Whereas years of research confirm the benefits of high quality child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

Whereas child care promotes the well-being of children and responds to the needs of parents, families and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

Whereas trained and knowledgeable Early Childhood Educators and child care staff are the key to quality in early learning and child care programs and champions of children.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims October 24, 2019 as "Child Care Worker & Early Childhood **Educator Appreciation Day"** in the City of Temiskaming Shores in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.

c) January to September 2019 Year-to-Date - Capital Financial Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to June 2019 Year-to-Date Capital Financial Report for information purposes.

d) Memo No. 026-2019-CS - Appointment of Recreation Director

Draft Motion

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

That Council directs staff to prepare the necessary by-law to appoint Mr. Mathew Bahm Director of Recreation Services effective October 1, 2019.

e) Memo No. 027-2019-CS - Request for Sponsorship - Temiskaming Shores Seniors Housing Corp.

Draft Motion

Whereas the Temiskaming Shores Seniors Housing Corporation (TSSHC) will be embarking on a Fundraising Campaign for the proposed Seniors Complex (Grant Drive) and seeking funding from various sources (i.e. Frog's Breath, Trillium, etc.) as well as donations from the general public; and

Whereas TSSHC is a "not for profit" organization, but does not have a charitable number and requires a registered charitable organization to sponsor applications to various entities.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Temiskaming Shores Seniors Housing Corporation for various funding applications; and

Furthermore, that TSSHC is required to provide copies of all funding applications and approval letters from the various organizations to the City at the time of submission and approval.

f) Memo No. 028-2019-CS – Disposition of Bucke Park – Timelines and Next Steps

Draft Motion

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

acknowledges receipt of Memo No. 028-2019-CS for information purposes.

g) Administrative Report No. CS-051-2019 – Amendments to By-law No. 2013-052 – Building Permit Fees

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-051-2019;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-052 for consideration of First and Second Reading at the October 1, 2019 Regular Council meeting;

That Council directs staff to provide notice to the public of the proposed Building Permit Application Fee changes (effective January 1, 2020) in accordance with Section 7.(6) of the Building Code Act and Section 8.7 of the Building By-law No. 2013-052; and

That Council agrees to hold a public meeting on Building Permit Application Fee changes at the November 5, 2019 Regular Council meeting.

h) Administrative Report No. CS-052-2019 – Lease – Shelly Herbert-Shea Memorial Arena Concession

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-052-2019; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Josee and Marc Dupuis for the use of the Shelley Herbert-Shea Memorial Arena Concession Stand from September 1, 2019 to April 30, 2020 for consideration at the October 1, 2019 Regular Council meeting.

i) Administrative Report No. CS-053-2019 – Lease - Spurline Concession Stand

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-053-2019; and

That Council directs staff to prepare the necessary By-law to enter into a five (5) year lease agreement with Kyle and Maria Overton for the operation of the New Liskeard Spur Line Concession for consideration at the October 1, 2019 Regular Council meeting.

j) Administrative Report No. CS-054-2019 – Site Plan Control Agreement – Temiskaming Shores Seniors Housing Corp. 310 Grant Dr.

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-054-2019; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with the Temiskaming Shores Seniors Housing Corporation for 310 Grant Drive for consideration at the October 1, 2019 Regular Council meeting.

k) Administrative Report No. CS-055-2019 – Lease Agreement – Brittany Barron Medicine Professional Corporation – 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-055-2019; and

That Council directs staff to prepare the necessary by-law to authorize a two (2) year lease agreement with Brittany Barron Medicine Professional Corporation for the rental of space at the Haileybury Medical Centre for consideration at the October 1, 2019 Regular Council meeting.

Administrative Report No. CS-056-2019 – Zoning By-law Amendment – Microbreweries/wineries/distilleries in various Commercial Zones

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-056-2019;

That Council agrees to amend the provisions of the City of Temiskaming 2017-154 definition Shores Zoning By-law to amend the of "microbrewery/winery/distillery, the addition of and to permit

"microbrewery/winery/distillery" to the list of permitted accessory uses in the Downtown Commercial New Liskeard (C1), Downtown Commercial Haileybury (C1A), and Highway Commercial (C2) Zones, subject to the recommended provisions; and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the October 1, 2019 Regular Council meeting.

m) Administrative Report No. CS-057-2019 – Award of Contract – Repairs to the Highway Farms Municipal Drain

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-057-2019; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for repair of the Highway Farms Municipal Drain, as detailed in Request for Tender CS-Tender-001-2019 at an upset amount of \$42,420 plus applicable taxes for consideration at the October 1, 2019 Regular Council meeting.

n) Proclamation – Fire Prevention Week – October 6-12, 2019

Whereas the City of Temiskaming Shores is committed to ensuring the safety and security of all those living in and visiting Temiskaming Shores; and

Whereas fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas statistics show that, on average, fire kills eight people each week in Canada, with residential fires accounting for 73% of these fatalities; and

Whereas Temiskaming Shores residents should plan and practice their escapes; and

Whereas Temiskaming Shores residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

Whereas Temiskaming Shores first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education; and

Whereas Temiskaming Shores residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

Whereas the 2019 Fire Prevention Week theme, "Not Every Hero Wears a Cape. Plan and Practice Your Escape." ™ is aimed at educating everyone about the small but important actions they can take to keep themselves and those around them safe.

Now therefore Council for the City of Temiskaming Shores hereby proclaims October 6-12, 2019 as Fire Prevention Week in the City of Temiskaming Shores; urges all residents to "Plan and Practice Your Escape"; encourages everyone to educate themselves about the small but important actions they can take to keep themselves and those around them safe; and supports the public safety activities and efforts of the Temiskaming Shores Fire Department during Fire Prevention Week 2019.

o) Memo No. 015-2019-PW – Acceptance of Recycling from GFL Environmental Inc.

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 015-2019-PW;

That Council acknowledges that GFL Environmental Inc. has recently acquired Municipal Waste Recycling Consultants; and

That Council hereby directs staff to prepare the necessary by-law to enter into an agreement with GFL Environmental Inc. for the acceptance of recyclable material from the Town of Kirkland Lake at the Municipal Spoke Transfer Station on Barr Drive and to repeal of By-law No. 2019-064 for consideration at the October 1, 2019 Regular Council meeting.

p) Memo No. 016-2019-PW - Grant Drive - Hwy 65 E Cost Sharing Agreement

Draft Motion

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

That Council agrees to repeal Resolution No. 2019-463; and

That Council directs staff to pursue continued negotiations on a cost-sharing

agreement with the Ministry of Transportation for improvements at the proposed Grant Drive/Highway 65E intersection.

q) Administrative Report No. PW-031-2019 – 2020 Transit Fare Increase

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-031-2019; and

That Council endorses and approves the recommendation of the Temiskaming Transit Committee to increase the Temiskaming Transit Fares by \$0.25 effective January 1, 2020 as follows:

Adult Fare \$ 3.50
Senior/Student Fare \$ 3.25
Book of 10 Adult Tickets \$ 35.00
Book of 10 Senior/Student Tickets \$ 32.50

r) Administrative Report No. PW-032-2019 - 2019-20 Winter Operations Plan

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-032-2019, more specifically Appendix 01 Draft 2019-20 Winter Operations Plan;

That Council directs staff to prepare the necessary by-law to implement the 2019 – 2020 Winter Operations Plan for consideration at the October 1, 2019 Regular Council meeting; and

That Council directs the Director of Public Works to advise staff in the Public Works Department, in writing, of the intent to commence the Winter Operations Schedule on or about Sunday, November 10, 2019 and conclude on or about Friday, April 11, 2020

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2019-152	Being a by-law to adopt a Healthy Eating in Municipal Recreation Settings Policy for the City of Temiskaming Shores
By-law No. 2019-153	Being a by-law to appoint a Director of Recreation for the City of Temiskaming Shores – Mathew Bahm
By-law No. 2019-154	Being a by-law to enter into a Lease Agreement with Josee and Marc Dupuis for the operation of the Shelly Herbert-Shea Memorial Arena Concession – October 1, 2019 to April 30, 2020
By-law No. 2019-155	Being a by-law to enter into a Lease Agreement with Kyle and Maria Overton for the operation of the Spurline Concession
By-law No. 2019-156	Being a by-law to authorize the execution of a Site Plan Control Agreement with the Temiskaming Shores Seniors Housing Corporation for 310 Grant Drive
By-law No. 2019-157	Being a by-law to enter into a lease agreement with Brittany Barron Medicine Professional Corporation for the rental of space at the Haileybury Medical Centre
By-law No. 2019-158	Being a by-law to enact a Zoning by-law Amendment to certain provisions of the City of Temiskaming Shores Zoning By-law 2017-154 (Micro-brewery/winery/distillery in Commercial Zones)
By-law No. 2019-159	Being a by-law to enter into an Agreement with the Pedersen Construction (2013) Inc. for repairs to the Highway Farms Municipal Drain

By-law No. 2019-160	Being a by-law to enter into an agreement with GFL	
	Environmental Inc. for the acceptance of recyclable materials	
	at the Municipal Spoke Transfer Station on Barr Drive	

By-law No. 2019-161 Being a by-law to adopt the 2019-2020 Winter Operations Plan for the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that

By-law No. 2019-152;

By-law No. 2019-153;

By-law No. 2019-154;

By-law No. 2019-155;

By-law No. 2019-156;

By-law No. 2019-157;

By-law No. 2019-158;

By-law No. 2019-159;

By-law No. 2019-160; and

By-law No. 2019-161

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, October 15, 2019 at 6:00 p.m.
- b) Regular Tuesday, November 5, 2019 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2019-162 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 **October 1, 2019** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2019-162 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Clerk - David B. Treen

21. Adjournment

<u>Draft Motion</u>				
Be it resolved that City Council adjourns at p.m.				
	Mayor – Carman Kidd			



The Corporation of the City of Temiskaming Shores Regular Meeting of Council Tuesday, September 17, 2019 6:00 P.M.

City Hall Council Chambers – 325 Farr Drive

<u>Minutes</u>

1. Call to Order

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

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Patricia Hewitt, Doug Jelly,

Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Christopher W. Oslund, City Manager

David B. Treen, Municipal Clerk

Tammie Caldwell, Director of Recreation Shelly Zubyck, Director of Corporate Services

Tim Uttley, Fire Chief Jennifer Pye, Planner

Regrets: None

Media: Sue Neilson, Temiskaming Speaker

Bill Buchberger, CJTT 104.5 FM

Members of the Public Present: 27

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2019-479

Moved by: Councillor Laferriere Seconded by: Councillor Foley

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

Carried

5. <u>Disclosure of Pecuniary Interest and General Nature</u>

Councillor Hewitt disclosed a pecuniary interest in regards to Item 15 m) Administrative Report No. RS-015-2019 – Bucke Park – Future Operations

6. Review and adoption of Council Minutes

Resolution No. 2019-480

Moved by: Councillor Jelly Seconded by: Councillor Hewitt

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

a) Regular meeting of Council – September 3, 2019.

Carried

7. <u>Public Meetings pursuant to the Planning Act, Municipal Act and other Statutes</u>

7.1. Zoning By-law Amendment (ZBA-2019-05)

Owner: City of Temiskaming Shores

Purpose: The purpose of the application is to amend the list of permitted uses

in the Downtown Commercial New Liskeard (C1), Downtown Commercial Haileybury (C1A) and Highway Commercial (C2) Zones to add micro-brewery/winery/distillery as a permitted

accessory to a restaurant on properties in these zones.

Mayor Kidd outlined that the public meeting scheduled tonight is for one (1) Zoning Bylaw amendment application and that the Planning Act requires that a public meeting be held before Council decides whether to pass a by-law adopting a proposed amendment. Mayor Kidd stated that the public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed amendment and second, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting pursuant to Section 34 of the Planning Act to consider application number ZBA-2019-05 submitted by the City to add microbreweries / wineries / distilleries as permitted uses in the Downtown Commercial New Liskeard (C1), Downtown Commercial Haileybury (C1A), and Highway Commercial (C2) Zones.

Mayor Kidd requested that Planner, Jennifer Pye to present the application.

Jennifer Pye, utilizing a slide deck, outlined that the proposed amendment would be for all lands zoned Downtown Commercial (C1 – New Liskeard), all lands zoned Downtown Commercial (C1A – Haileybury) and all lands zoned Highway Commercial.

Jennifer outlined that microbreweries have become more prevalent in recent years and operate at a much smaller scale than traditional large, mainstream brewers; industrial locations may be more suitable for larger-scale breweries, microbreweries tend to be more "boutique" type operations that are rooted in the communities in which they are located. Many microbreweries seek downtown or commercial locations and unique buildings for visibility and customer foot traffic.

It was noted that during the Zoning By-law process the City permitted microbreweries / wineries / distilleries as-of-right in the General Industrial (M1) zone only, the downtown and commercial areas were excluded as a retail/restaurant component would be needed to ensure the operation was more commercial than industrial.

To keep the process efficient for prospective new businesses, it was determined that these considerations can be addressed through notes to the permitted uses and additional zone requirements.

Jennifer stated that the purpose of the amendment is to allow microbreweries / wineries / distilleries as-of-right in the Downtown Commercial New Liskeard (C1), Downtown Commercial Haileybury (C1A), and Highway Commercial (C2) Zones across the City subject to the following:

- ✓ Only permitted accessory to a restaurant;
- ✓ A maximum of 45% of the gross floor area of the facility can be dedicated to the microbrewery / winery / distillery and use up to 200m² in the C1 and C1A Zones or 350m² in the C2 Zone:
- ✓ Tasting/retail areas are excluded from the area of microbrewery/winery/distillery use the purpose of calculating area;

Jennifer outlined that the definition would be amended to remove "It may include tasting and dining facilities and retail sale of related items, which comprise a maximum of thirty-

five percent (35%) of the total floor area of the facility." and amend the definition to include "A building used for the making of beer or wine or spirits on a small scale, and includes take and barrel storage and bottling facilities."

Jennifer outlined the Official Plan designation is generally either Town Centres (New Liskeard & Haileybury Downtowns) or Mixed Use Areas; New Liskeard's downtown to include a full range of retail, service commercial uses, financial, professional and personal service uses and upper storey commercial and residential uses; Haileybury's downtown to include retail, personal and service commercial uses, residential and public service uses; or Mixed Use Areas may include a mix of industrial, commercial and institutional uses, associated accessory uses and public service facilities and residential uses compatible with a Mixed Use Area.

Jennifer added that Building permits will be required for conversion of existing buildings, all requests would be required to comply with the applicable requirements under the Ontario Building Code, Site plan control would be required for new developments, businesses that wish to exceed the maximum ratio/floor area requirements could apply for a site-specific amendment provided it can be demonstrated that the operation remains primarily commercial, is compatible with the surrounding neighbourhood and will not have a detrimental impact on neighbouring properties.

Mayor Kidd thanked Jennifer for the presentation and inquired if there were any written comments received. With none Mayor Kidd inquired if there were any questions or comments from members of the public.

Warren Schaffer inquired if there would be any detrimental odours associated with permitting these microbreweries. Planner Jennifer Pye responded by indicating that with smaller scale operations there are no anticipated impacts in regards to odours and any larger operation would be required to complete a study in that regard as well as a site-specific amendment.

Mayor Kidd inquired if there were any questions or comments from Council. Councillor Laferriere inquired as to how a microbrewery is defined (scale, volume, etc.). Planner, Jennifer Pye indicated that the proposed amendment is based on the size of the unit to be capped at 200m² in the C1 and C1A Zones (Downtown locations) or 350m² in the C2 Zone and does not exceed 45% of the gross floor area.

Mayor Kidd declared this portion of the public meeting to be closed and advised that Council will give due consideration to all comments received tonight and that an administrative report will be considered by Council at a future Council meeting.

8. Question and Answer Period

Rob Ritchie

Rob thanked staff for providing the engineer's report on the Chalet at Bucke Park and has developed an estimate for the repairs required (flooring) in the amount of about \$4,000

based on his review of the Building Code, while the report estimated repairs at \$140,000 including a number of other unnecessary repairs. Rob inquired if the City would consider an alternative to the engineer's report with the objective of saving money. Rob, based on his review of various financial documents, questioned the financial losses at the park as there are discrepancy in the amounts being reported.

Lorraine Grammel

Lorraine inquired if it would be possible to leave the clause in any agreement (sale) that the property remain as a park.

9. Presentations / Delegations

a) Melissa La Porte, Curator – Temiskaming Art Gallery

Re: Art in the Park

Melissa, utilizing a slide deck, outlined that Art in the Park began with the Temiskaming Art Gallery's project Art Myth and Memory which sought to help the people living on the shores of Lake Temiskaming connect with each other through art and culture. Art in the Park was one of the most popular components of this project and has grown exponentially since the first year.

2019 saw the fifth edition of this arts and music festival, generously supported by the City of Temiskaming Shores. This year artists such as Laura Landers, Melanie Bourgeois, and Lionel Venne were back for another year as well as new artists such as Carmen Cantin from Quebec, Andrew Little, and Tara Elashuk from Toronto. Melissa stated that one of the big draws was the great free music, from 10 musical groups (French and English). Most acts were local, however Tragedy Ann joined us from Guelph on their cross Canada tour, as well as blues legends Ron Nigrini and Jake Thomas from North Bay. Thanks to a partnership with le Centre culturel ARTEM, performers had access to a sound technician and professional sound set-up each night.

Melissa outlined that in 2019 Art in the Park hosted 22 vendors, partnered with the Temiskaming branch of Cars and Coffee, over 30 classic cars on display, fundraising group working towards an outdoor classroom at a local school as well as the local Rotary Club providing a BBQ with proceeds going towards the splash pad park.

Kids activities led by summer student Victoria Dupuis, volunteer Andreanne Dalcourt and 4 volunteers from Community Living (Natasha, Vivian, Alan, Nico) with an average of 20 kids and parents participating every evening. During four nights, additional activities (fruit parfaits, face painting, created musical instruments, paint pouring) facilitated by Centre pour enfants Timiskaming Child Care and Centre de Santé.

In summary Melissa indicated that there were 7 nights at the Harbour Front Pavilion & 1 at the Cobalt-Haileybury Curling Club (weather), 8 charity BBQs with the Rotary Club of

Temiskaming Shores and Area, 25 awesome volunteers and an estimated 2,600 visitors. The success of Art in the Park lies in the strengths of TAG's partnerships with other groups like le Centre culturel ARTEM, the Rotary Club of Temiskaming Shores and Area, Community Living Temiskaming, EarlyON Timiskaming, Cars and Coffee, and the City of Temiskaming Shores. Melissa thanked Temiskaming Shores for their support.

Resolution No. 2019-481

Moved by: Councillor Laferriere Seconded by: Councillor Hewitt

Be it resolved that Council acknowledges the presentation from Melissa La Porte, Curator for the Temiskaming Art Gallery in regards to "Art in the Park" presentation.

Carried

10. Communications

a) C. Tarling, City Clerk – City of Kitchener

Re: Support – Single Use Disposal Wipes – Treatment System

Reference: Received for Information

Note: Councillor Jelly request that this item be forwarded to the Public Works Committee for further consideration.

b) Julie, Bouthillette, CAO / Clerk-Treasurer – Township of Larder Lake

Re: Support – Electronic Delegations with Ministers and Premier

Reference: Received for Information

Resolution No. 2019-482

Moved by: Councillor Seconded by: Councillor

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

Carried

11. Committees of Council - Community and Regional

None.

12. <u>Committees of Council – Internal Departments</u>

None.

13. Reports by Members of Council

None.

14. Notice of Motions

None.

15. New Business

a) Support Request – Municipal Amalgamation

Resolution No. 2019-483

Moved by: Councillor McArthur Seconded by: Councillor Foley

Whereas there are 444 Municipalities in Ontario that are very efficient and well governed, and who respond quickly to ratepayer's needs; and

Whereas in the 1990's the Conservative Government forced many municipalities to amalgamate on the pretext they would become more efficient, effective, save money, lower taxes and ultimately reduce the provincial deficit; and

Whereas there has never been a valid evidence-based study that supported these outcomes; and

Whereas there are many positive examples of small rural and northern municipalities working together in a collaborative and cooperative manner via shared agreements that responds to local needs without amalgamation and provincial interference; and

Whereas the Conservative Government is presently reviewing other provincial regional governments through a purported "consultative" approach with a view to reduce or eliminate them; and

Whereas the Provincial Government should investigate all other internal ways of reducing their deficit and becoming more fiscally responsible over time rather than downloading to the municipal level of government;

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the Municipality of Hastings Highlands and petitions the Provincial Government, prior to a forced amalgamation, hold a local referendum, conduct evidence-based study to illustrates the benefits of amalgamation, and allow municipalities to work out their own local collaborative agreements in the best interest of the municipalities; and

Furthermore, that a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario; The Honourable Christine Elliott, Deputy Premier; the Honourable Steve Clark, Minister of Municipal Affairs; Andrea Horwath, Leader of the New Democratic Party and the Association of Municipalities of Ontario (AMO).

Carried

b) Acquisition of Lands – Haileybury Harbour

Resolution No. 2019-484

Moved by: Councillor Jelly Seconded by: Councillor Foley

Whereas a delegation of City officials met with Minister John Yakabuski of the Ministry of Natural Resources and Forestry at the annual AMO conference (2019); and

Whereas this delegation expressed the City's desire to assume ownership of the Haileybury Harbour from Fisheries and Oceans Canada; and

Whereas the City of Temiskaming Shores wants assurance that Fisheries and Oceans Canada perform all required repairs to the Haileybury Harbour prior to transfer of ownership to the City; and

Whereas information from the delegation shows that the harbor must first pass to the Province of Ontario; and

Whereas the Minister, during the delegation, assured the City representatives the Province has no interest in the some twenty-seven (27) harbours being divested;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby expresses its interest and intent to acquire ownership of a fully repaired Haileybury Harbour; and

Furthermore, that a letter of interest and a copy of this resolution be forwarded to the Minister of Natural Resources and Forestry, John Yakabuski offering to assist in ensuring and verifying the timely repairs to and assumption of the Haileybury Harbour.

Carried

c) Ontario Municipal Partnership Fund – Review of formulas and qualifiers

Resolution No. 2019-485

Moved by: Councillor Whalen Seconded by: Councillor Laferriere

Whereas representatives of the City of Temiskaming Shores met with the Parliamentary Assistant to the Minister of Finance, Stan Cho at the annual AMO conference (2019); and

Whereas this delegation involved discussions of the Ontario Municipal Partnership Fund (OMPF); and

Whereas the City representatives raised the issue of regional economic hubs across the north assuming an unfair burden of expenses not recognized by the OMPF;

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby requests an opportunity to meet and review formulas and qualifiers for the OMPF with provincial staff; and

Furthermore, that a copy of this resolution and a letter of interest be sent to Ministry of Finances Parliamentary Assistant, Stan Cho echoing this request.

Carried

d) Memo No. 022-2019-CS - Amendment to By-law No. 2019-089 Animal Control - Address of Pound

Resolution No. 2019-486

Moved by: Councillor Foley Seconded by: Councillor Hewitt

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

That Council direct staff to prepare the necessary by-law to amend By-law No. 2019-089 to identify the location of the pound as 60 Scott Street.

Carried

e) Memo No. 023-2019-CS - Deeming By-law - 418 Lakeview Avenue

Resolution No. 2019-487

Moved by: Councillor Laferriere Seconded by: Councillor Hewitt

Whereas Mary Durocher, owner of 418 Lakeview Avenue 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 her 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 416, 417 and 420 on Plan M-52 NB, Parcels 7737 SST and 7608 SST to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming bylaw for consideration at the September 17, 2019 Regular Council meeting.

Carried

f) Memo No. 024-2019-CS - Potential Disposition of Land - Portion of Glenhill Road

Resolution No. 2019-488

Moved by: Councillor Laferriere Seconded by: Councillor McArthur

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

That Council hereby authorizes staff to continue with a potential disposition of land, being a portion of Glenhill Road in accordance to By-law No. 2015-160 being a by-law to adopt a Procedural Policy for the Disposal of Real Property.

Carried

g) Memo No. 025-2019-CS - Repairs to Highway Farms Municipal Drain

Resolution No. 2019-489

Moved by: Councillor Whalen Seconded by: Councillor Jelly

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

That Council further acknowledges repairs to the Highway Farms Municipal Drain will be completed in accordance with the *Drainage Act* through Tender CS-Tender-001-2019.

Carried

h) Administrative Report No. CS-048-2019 – Municipal Employee Group Benefit Plan

Resolution No. 2019-490

Moved by: Councillor Laferriere Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-048-2019;

That Council approves the Municipal Employee Benefit Plan with premiums of \$292,044 for 2019-2020 in addition to the costs paid by the City for health benefits as they are incurred with applicable administrative fees under the Administrative Services Only portion of the Plan; and

That Council directs staff to prepare the necessary by-law to enter into an agreement for the Great West Life Employee Benefit Plan administered through Gallagher Benefit Services Canada Group Inc. (formerly DiBrina) for consideration at the September 17, 2019 Regular Council meeting.

Carried

i) Administrative Report No. CS-049-2019 – Zoning By-law Amendment (ZBA-2019-04) In and Out Truck Wash – 433959 Hawn Drive

Resolution No. 2019-491

Moved by: Councillor McArthur Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-049-2019;

That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to permit the zone change from Manufacturing Industrial (M2) to Manufacturing Industrial Exception (M2-E3); and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the September 17, 2019 Regular Council meeting.

Carried

j) Administrative Report No. CS-050-2019 - Compliance Letters & Tax Certificates - Property Information Certificate Process

Resolution No. 2019-492

Moved by: Councillor Laferriere Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-050-2019; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-039, being a by-law to establish departmental user fees and service charges to consolidate various departmental compliance certificates/letters into one Property Information Certificate at a rate of \$150 per Roll Number for consideration at the September 17, 2019 Regular Council meeting.

Carried

k) Administrative Report PW-029-2019 – Landfill Use Agreement – Town of Cobalt

Resolution No. 2019-493

Moved by: Councillor Whalen Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report PW-029-2019; and

That Council authorizes staff to negotiate and finalize the Draft Landfill Use Agreement, as outlined in Appendix 01, with the Town of Cobalt.

Carried

I) Administrative Report PW-030-2019 – 2019-20 Winter Operations Schedule

Resolution No. 2019-494

Moved by: Councillor Jelly Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report PW-030-2019 and more specifically Appendix 01 being the proposed 2019-20 Winter Operations Schedule;

That Council directs Staff to finalize the 2019 – 2020 Winter Operations Plan

and prepare the necessary by-law for Council's consideration at the October 1, 2019 Regular Council meeting; and

That Council directs the Director of Public Works to advise staff in the Public Works Department, in writing, of the intent to commence the Winter Operations Schedule on or about Sunday, November 10th, 2019 and conclude on or about Friday, April 10th, 2020.

Carried

m) Administrative Report RS-015-2019 - Bucke Park - Future Operations

Councillor Hewitt disclosed a pecuniary interest with Administrative Report No. RS-015-2019 and did not participate in the discussion of the subject matter nor did she vote on Resolution No. 2019-495.

Resolution No. 2019-495

Moved by: Councillor Whalen Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report PW-015-2019;

That Council approves continuing the operation of Bucke Park as a function of the Recreation Services Department and trailers are not required to be removed prior to October 14, 2019; and

That assessment of Bucke Park be part of the Recreation Master Plan.

Recorded Vote

For Motion Councillor Jelly Councillor Laferriere Councillor Whalen Against Motion Councillor Foley Councillor McArthur Mayor Kidd

Defeated

n) Administrative Report RS-014-2019 – Healthy Eating in Recreation Setting Policy

Resolution No. 2019-496

Moved by: Councillor Jelly Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report RS-014-2019; and

That Council directs staff to prepare the necessary by-law to adopt a Healthy Eating in Municipal Recreation Settings Policy for consideration at the October 1, 2019 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2019-497

Moved by: Councillor Foley Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2019-146 Being a by-law to amend By-law No. 2019-089 (Animal

Control and Pound Services) - location of Pound

By-law No. 2019-147 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 418 Lakeview Avenue Roll No. 54-18-030-009-

357.00

By-law No. 2019-148 Being a by-law to enact a Zoning by-law Amendment to

rezone property from Manufacturing Industrial (M2) to Manufacturing Industrial Exception 3 (M2-3) in the City of Temiskaming Shores Zoning By-law 2017-154 - 433959

Hawn Drive Roll Nos. 5418-020-001-018.20

By-law No. 2019-149 Being a by-law to enter into an Agreement with Gallagher

Benefit Services (formerly DiBrina) for the administration of services provided by Great West Life Employee Benefit

Plan - Employee Group Benefits

By-law No. 2019-150 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 – Property Information Certificate

be hereby introduced and given first and second reading.

Carried

Resolution No. 2019-498

Moved by: Councillor Laferriere Seconded by: Councillor McArthur

Be it resolved that

By-law No. 2019-146;

By-law No. 2019-147;

By-law No. 2019-148;

By-law No. 2019-149; and

By-law No. 2019-150

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, October 1, 2019 at 6:00 p.m.
- b) Regular Tuesday, October 15, 2019 at 6:00 p.m.

18. Question and Answer Period

Warren Shaffer

Warren inquired as to what the process would be from this point as the motion in regards to Bucke Park was defeated and whether any further motions would be considered this evening. Mayor Kidd outlined that the motion was defeated this evening and would have to wait until another motion is introduced for consideration.

City Manager, Chris Oslund outlined, for clarification, that the letters sent to Bucke Park campers in the spring currently stands unless Council makes an alternative decision and that there is a Council meeting coming up on October 1st and there may or may not be a decision at that time. In the meantime those that did receive

the letter, the requirement to have the trailers removed by October 14th, 2019 still stands.

19. Closed Session

Resolution No. 2019-499

Moved by: Councillor Laferriere Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 7:45 p.m. to discuss the following matters:

- a) Adoption of the July 9, 2019 Closed Session Minutes
- b) Adoption of the July 23, 2019 Closed Session Minutes
- c) Adoption of the August 7, 2019 Closed Session Minutes
- d) Under Section 239 (2) (h) of the Municipal Act, 2001 Information explicitly supplied in confidence to the municipality by a Crown agency Canada Mortgage and Housing Corporation (CMHC) Temiskaming Shores Seniors Housing Corporation;

Recorded Vote

For Motion Councillor Foley

Councillor Foley
Councillor Hewitt
Councillor McArthur
Mayor Kidd

Against Motion

Councillor Jelly
Councillor Laferriere
Councillor Whalen

Carried

Resolution No. 2019-500

Moved by: Councillor Laferriere Seconded by: Councillor McArthur

Be it resolved that Council agrees to rise with report from Closed Session at 8:55 p.m.

Carried

Matters from Closed Session:

a) Adoption of the July 9, 2019 Closed Session Minutes

Resolution No. 2019-501

Moved by: Councillor Whalen Seconded by: Councillor Hewitt

Be it resolved that Council approves the July 9, 2019 Closed Session Minutes as printed.

Carried

b) Adoption of the July 23, 2019 Closed Session Minutes

The minutes were not provided and were not adopted at this meeting.

c) Adoption of the August 7, 2019 Closed Session Minutes

Resolution No. 2019-502

Moved by: Councillor Laferriere Seconded by: Councillor Jelly

Be it resolved that Council approves the August 7, 2019 Closed Session Minutes as printed.

Carried

20. Confirming By-law

Resolution No. 2019-503

Moved by: Councillor Foley Seconded by: Councillor Whalen

Be it resolved that By-law No. 2019-151 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 **September 17**, **2019** be hereby introduced and given first and second reading.

Carried

Resolution No. 2019-504

Moved by: Councillor Laferriere Seconded by: Councillor Jelly

Be it resolved that By-law No. 2019-151 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

Carried

21. Adjournment

Resolution No. 2019-505

Moved by: Councillor McArthur Seconded by: Councillor Laferriere

Be it resolved that City Council adjourns at 8:56 p.m.

Mayor – Carman Kidd

Clerk – David B. Treen



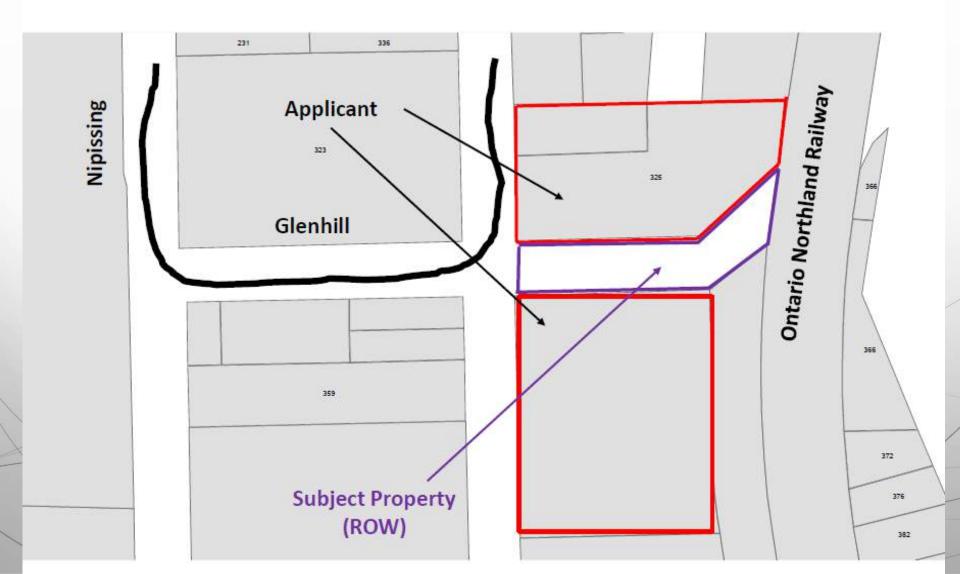
Application to Purchase Municipal Land

Background

- Application from Marc and Carole Wilson purchase a portion of the Glenhill Road Allowance;
- Currently own on either side of the subject property;
- Looing to consolidate the two existing properties and also to eliminate illegal dumping in this area;



Application to Purchase Municipal Land





Application to Purchase Municipal Land





Application to Purchase Municipal Land

Disposition of Land By-law No. 2015-160

Sec 3 – Disposal Method

Recommend a direct sale;

Sec 4 – Determination of Value

Recommend price based on MPAC assessment approximately \$9,300 + all associated costs;

Sec 6 – Public Meeting Notice

Notice via Community Bulletin



Application to Purchase Municipal Land

Additional Information

- Reference Plan being prepared, required for legal description of subject property as well as adopting of a Stop up and Close By-law;
- ➤ There will also be a deeming by-law for consideration to merge the properties on title.



Application to Purchase Municipal Land

Next Steps – conditional on public input

- ➤ Adoption of a Stop Up and Close By-law for that portion of Glenhill Road.
- Administrative Report recommending a Purchase and Sale agreement.



Mayor Vic A. Bodnar **Mayor**

Suzanne Huschilt Municipal Clerk The Municipality of Hastings Highlands
P.O. Box 130, 33011 Hwy 62, Maynooth, ON KOL 2SO
613 338-2811 Phone
1-877-338-2818 Toll Free

September 12, 2019

Hon. Christine Ellliot
Minister of Health
Ministry of Health and Long-Term Care
5th Floor
777 Bay St.
Toronto, ON M7A 2J3
christine.elliott@pc.ola.org

Dear Minister Elliott,

Re: Mandatory Septic System Reports

Please be advised that at its Regular Meeting of Council held on September 4, 2019 the Council of the Municipality of Hastings Highlands passed the following resolution:

Resolution 559-2019

WHEREAS the Federation of Ontario Cottagers' Associations has released their latest report "Septic Re-inspection Programs in Ontario: A Guide for Lake Associations;"

AND WHEREAS this municipality has serious concerns over current available septic reinspection information;

AND WHEREAS numerous companies already perform a septic pumping service and could easily perform an additional service by simply filling out a three part one page report with one copy going to the homeowner, one to the municipality, and one for their own records. This would develop an ongoing database from which septic re-inspection programs could be generated. This report could include requirements such as a visual inspection by the operator on type of system, time, date, location, and noticeable system problems;

NOW THEREFORE BE IT RESOLVED that this council endorse such a mandatory reporting system and that letters be sent requesting support for this initiative to the following people; Anne Egan, President of the Ontario Onsite Wastewater Association, John FitzGibbon, Professor, University of Guelph, Liz Huff, Director Rural Ontario Municipal Associations, Terry Rees, Executive Director Federation of Ontario Cottagers' Associations, Rick Phillips, Warden, Hastings County Council and Christine Elliott, Minister, Ontario Ministry of Health, our Local MP and MPP and all Ontario Municipalities.

CARRIED AS AMENDED

Sincerely,

Vic A. Bodnar

Die A. Boduer

Mayor

cc: Anne Egan, Association President, Ontario Onsite Wastewater Association anne.egan@rjburnside.com
John FitzGibbon, Professor, University of Guelph jfitzgib@uoguelph.ca
ROMA roma@roma.on.ca

Terry Rees, Executive Director, FOCA info@foca.on.ca
Rick Phillips, Warden, Hastings County PhillipsRick@hastingscounty.com
Mike Bossio, MP, Hastings-Lennox and Addington Mike.Bossio@parl.gc.ca
Daryl Kramp, MPP, Hastings-Lennox and Addington daryl.kramp@pc.ola.org
All Ontario Municipalities

Ministry of Municipal Affairs and Housing

Office of the Minister

777 Bay Street, 17th Floor Toronto ON M5G 2E5 Tel.: 416 585-7000 Ministère des Affaires municipales et du Logement

Bureau du ministre

777, rue Bay, 17e étage Toronto ON M5G 2E5 Tél.: 416 585-7000



19-4232

September 24, 2019

RE: Building Code Services Transformation

Dear Head of Council,

I am writing today to announce that my ministry is launching a consultation on potential changes to the delivery of building code services. On September 24, 2019, I released a discussion paper: <u>Transforming and Modernizing the Delivery of Ontario's Building Code Services</u>.

Our government has heard from stakeholders about the need for better, modern, and timely services to support the building sector's ability to understand and apply building code requirements. To do this, the ministry is proposing to establish a new administrative authority to deliver a suite of enhanced and new user-driven services. Modernized service delivery will ensure that the sector has the supports it needs to continue growing Ontario's economy, while protecting public health and safety.

Your feedback is important and will help inform enhancements to current building code services and the development of new services, which would:

- strengthen public safety
- streamline customer service and approval processes
- deliver sector-driven services
- provide timely and modern tools and products
- promote consistency across the province
- enhance integrity in the system.

We will also be hosting regional information sessions that will include an informational session for the sector earlier in the afternoon (1:00 - 3:00 p.m.) and a public open house in the evening (5:30 - 7:00 p.m.). Sessions will be held on the following dates:

- City of Belleville: Friday, October 4, 2019
 Belleville Lions Club, 119 Station St., Belleville
- City of North Bay: Monday, October 7, 2019
 North Bay Memorial Gardens, 100 Chippewa St. W., North Bay
- Municipality of Chatham-Kent: Wednesday, October 9, 2019
 Chatham-Kent Cultural Centre, 75 William Street, Chatham-Kent
- 4. City of Vaughan: Wednesday, October 16, 2019 Vellore Hall, 9541 Weston Road, Woodbridge

For more information about this consultation and for additional ways to participate, please visit www.ontario.ca/buildingtransformation where you will find:

- A link to the discussion paper
- Information about how to provide feedback
- A short optional survey

The consultation will close on November 25, 2019.

I look forward to your feedback on the transformation of building code service delivery. Please note that Chief Building Officials will also receive notification of this transformation initiative and associated opportunities for engagement.

If you have any questions about the consultation, please contact ministry staff at <u>buildingtransformation@ontario.ca</u>.

Sincerely,

Steve Clark Minister

c: Municipal Clerks





July 24, 2019

Re: 19th Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 24, 2019

To Ontario mayors and councils,

The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE) and other labour and community partners around Ontario have announced **Thursday**, **October 24**, **2019** as the 19th annual Child Care Worker & Early Childhood Educator Appreciation Day, a day of recognition for the many people who work providing early learning and child care services in your community.

Our theme again this year is: Champions for Children.

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

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

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

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

We would love to acknowledge those municipalities celebrating child care workers and ECEs across Ontario on October 24, 2019. Let us know how your municipality is participating in the recognition day and we will add your municipality to our list of proclamations and celebrations.

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

Thank you for your consideration.

d Olar-My

Sheila Olan-Maclean

President, Ontario Coalition for Better Child Care

Fred Hahn

President, CUPE Ontario Division

Fred H.C.

CHILD CARE WORKER & ECE APPRECIATION DAY 2019

19TH ANNIVERSARY - OCTOBER 24TH, 2019

This year marks the 19th annual Child Care Worker & Early Childhood Educator Appreciation Day, which will be held on **Thursday October 24th 2019**. On this day we recognize the hard work, meaningful care and continuous learning these educators provide children every day. This year's theme is **CHAMPIONS FOR CHILDREN** in recognition of the essential role that educators play in the lives of our youngest learners.

Ideas to celebrate the day!

Municipalities

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

School Boards

- Insert the day on the monthly calendar of October.
- Arrange to have the day announced on the PA the morning of Thursday October 24th.
- Encourage classes of grade 7 and 8 students to visit the child care centre.
 Students may ask the educators about their role as an ECE.
- Set up a Wall of Fame where parents have the opportunity to say thank you to each staff.
- Place our poster on school bulletin boards.

Child care centres

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

Show ECEs your appreciation on social media

- Share photos of how you're celebrating Child Care Worker and ECE Appreciation Day.
- Use the hashtags #Champion4Children and #ECEappreciation and tag us @ChildCareON
- Share an event prior to the date to raise awareness and get more people involved.
- Write a kind message about a child care provider you know.

Contact the OCBCC to order posters and buttons by Tuesday October 1st to ensure delivery.

Ontario Coalition for Better Child Care

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

Email: campaigns@childcareontario.org



19th Annual Child Care Worker & Early Childhood Educator Appreciation Day

October 24, 2019

Proclamation

Whereas years of research confirms the benefits of high quality child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

Whereas child care promotes the well-being of children and responds to the needs of parents and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

Whereas trained and knowledgeable Early Childhood Educators and child care staff are the key to quality in early learning and child care programs and champions for children;

Therefore Be It Resolved that October 24, 2019 be designated the 19th annual "Child Care Worker & Early Childhood Educator Appreciation Day" in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.

Ministry of Natural Resources & Forestry

North Bay District Office

3301 Trout Lake Road North Bay, ON P1A 4L7 Tel: 705-475-5550 Fax: 705-475-5500 Ministère des Richesses naturelles et des Forêts

District de North Bay

3301 chemin Trout Lake North Bay, ON P1A 4L7 Tél.: 705-476-5550 Téléc.: 705-475-5500 Ontario 👸

September 6, 2019

To whom it may concern,

Please find attached a copy of both the English and French versions of the "Inspection of MNRF-Approved Prescribed Burn Plan for Slash Pile Burning on the Temagami Management Unit," for your review.

All future Temagami Management Unit notices can be sent electronically to clients who request that format.

If you would like notices sent to you by electronic mail going forward, please send an email from your preferred email address along with your name/business name and current mailing address to Angela.Cote@ontario.ca. In the subject line, please include "Temagami Management Unit notices".

Should you have any questions regarding your communication preferences or have any updates to your mailing or email address, please feel free to send your updates by email to Angela.Cote@ontario.ca or by telephone at (705) 475-5604.

Sincerely, Anfela Cott

Angela Côté

Resource Operations Clerk (A)

Ministry of Natural Resources & Forestry

3301 Trout Lake Road

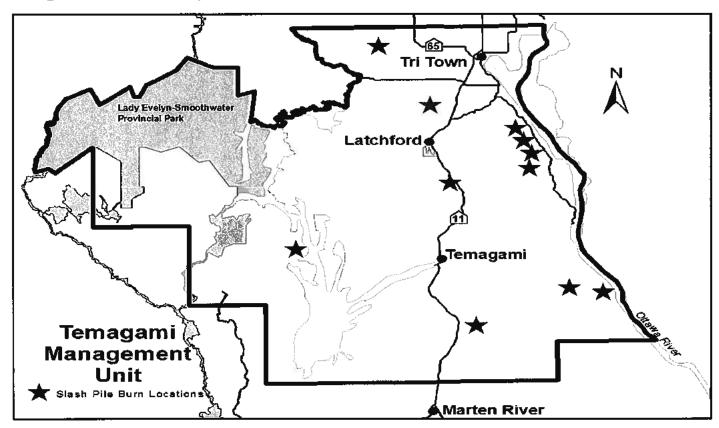
North Bay, ON P1A 4L7

Enclosure

INSPECTION

Inspection of MNRF-Approved Prescribed Burn Plan for Slash Pile Burning - Temagami Management Unit

The Ontario **Ministry of Natural Resources and Forestry (MNRF)** invites you to inspect the MNRF-approved prescribed burn plan for slash pile burning that will be carried out in the **Temagami Management Unit** (see map).



As part of our ongoing efforts to regenerate and protect Ontario's forests, some recently harvested areas have been selected to be burned under the guidelines of the MNRF's *Prescribed Burn Manual*. The prescribed burn will reduce the area covered in slash piles while increasing the area available for regeneration and reducing the fire hazard. The burn is scheduled for ignition between October 7, 2019 and December 31, 2019.

The approved prescribed burn plan for slash pile burning, including specific locations and maps, is available for public inspection by appointment during normal business hours at the office of First Resource Management Group (FRMG) and on the Ontario government website at www.ontario.ca/forestplans until March 31, 2020, when the Annual Work Schedule expires.

Interested and affected persons and organizations can arrange an appointment with MNRF staff to discuss the prescribed burn plan. For more information or to discuss the prescribed burn plan, please contact:

Robert Baker, R.P.F.

A/Regional Planning Forester
Ministry of Natural Resources and Forestry
North Bay District Office
3301 Trout Lake Road
North Bay, ON P1A 4L7
tel: 705-475-5521 / fax: 705-475-5500
e-mail: robert.baker@ontario.ca
office hours: Monday to Friday

8:00 a.m. - 4:30 p.m. 8:0 Renseignements en français : Guylaine Thauvette, F.P.I. au 705 475-5539.

Etienne Green, R.P.F.

Planning Forester
First Resource Management Group Inc.
P.O. Box 850
22 Paget Street
New Liskeard, ON PoJ 1Po
tel: 705-650-3360
e-mail: etienne.green@frmg.ca
office hours: Monday to Friday
8:00 a.m. - 5:00 p.m.





Mayor Kidd & staff,

Thank you so much for being a part of the Temiskamazing Race! The students had a great time and learned a lot about the community

> Thank-you! - Local NOSM Group

TEMISKAMING SHORES SENIORS HOUSING CORP

135 Bruce Street Haileybury, ON P0J 1P0

September 25, 2019

City of Temiskaming Shores 325 Farr Drive Haileybury, ON P0J 1P0

Dear Clerk and Council

Re: Fundraising campaign, including Frog's Breath, Trillium and Temiskaming Foundation applications.

The Temiskaming Shores Seniors Housing Corp. is applying for funding from various sources. The TSSHC is a "Not for Profit" organization but does not have a charitable number.

We are requesting that the City of Temiskaming Shores allow us to use their charitable number to flow through funding received.

Sincerely

Carman Kidd President

TSSHC

The Municipality of Temagami wishes to invite you to the Senior and Elected Official Workshop.

The workshop will take place Monday, October 28th, 2019 at 5:00 p.m. Council Chamber, 7 Lakeshore Drive, Temagami ON

Please reply to confirm your attendance.

Senior and Elected Officials Workshop (SEOW) Announcement

The EM Branch is pleased to announce the SEOW is available for delivery in both English and French. The intent of the workshop is to provide Senior and Elected Officials with an overview of the municipal obligations pursuant to Ontario's legislation.

Workshop Length:

The workshop length is likely to vary between 3-6 hours depending on the class size, guest speakers and additional topics presented.

Workshop Delivery:

The workshop is designed for delivery by CEMCs, alternate CEMCs and EM Branch Field Officers. Municipalities have the option to invite subject matter experts with direct responsibility and oversight of a municipal emergency management program component. There are no instructor qualifications required to deliver this workshop. Your respective EM Branch Field Officer is available if you require support or prefer to co-deliver your session.

Sincerely,

Suzie Fournier

MUNICIPAL CLERK

Municipality of Temagami 7 Lakeshore Drive P.O. Box 220 Temagami, Ontario P0H 2H0 Tel 705.569.3421 ext.208 Fax 705.569.2834



Ministry of Natural Resources and Forestry

Natural Resources Conservation Policy Branch Policy Division 300 Water Street Peterborough, ON K9J 8M5

Ministère des Richesses naturelles et de la Foresterie

Direction des politiques de conservation des richesses naturelles Division de l'élaboration des politiques 300, rue Water Peterborough (Ontario) K9J 8M5

Subject: Proposed changes to the Aggregate Resources Act

Dear Head of Council and Clerk,

The Ministry of Natural Resources and Forestry recognizes the critical role Ontario's municipalities play in the lives of Ontarians. We value our strong collaborative partnership with municipalities and the associations that represent their interests.

We want to advise you that the Ministry of Natural Resources and Forestry is proceeding with changes to the way aggregates are managed in Ontario and would like to invite municipal input on the changes we are proposing.

We have released an aggregate proposal that aims to cut red tape, create jobs, and promote economic growth within Ontario's aggregate industry — an industry that generates \$1.6 billion in production revenue annually and supports more than 28,000 jobs in aggregate-related sectors.

The proposal draws on feedback from industry, municipalities, Indigenous communities and other stakeholders. It will create opportunities for growth while maintaining a steadfast commitment to protecting the environment and addressing impacts to communities.

A summary of the proposed legislative changes, and instructions for providing feedback, can be found on the Environmental Registry (ERO# 019-0556) at the following link:

https://ero.ontario.ca/notice/019-0556

My ministry is also considering some regulatory changes and would appreciate any initial feedback you have on these topics. As a next step, we expect to consult further on specific details related to regulatory proposals at a later date. I look forward to your input on these proposals and potential future changes.

If you have any questions about the proposed changes, please contact Andrew MacDonald, Resource Development Section, at 705-755-1222 or aggregates@ontario.ca.

Kind regards.

Original signed by Ala Boyd

Ala Boyd A/Director, Natural Resources Conservation Policy Branch Policy Division, Ministry of Natural Resources and Forestry 300 Water Street, 2 South Peterborough, ON K9J 3C7 Telephone: 705-755-1241

Facsimilie: 705-755-1971 ala.boyd@ontario.ca

Objet : Projet de modification de la Loi sur les ressources en agrégats

Bonjour,

Le ministère des Richesses naturelles et des Forêts sait que les municipalités jouent un rôle primordial dans la vie des Ontariennes et des Ontariens. Nous avons à cœur notre solide relation de collaboration avec elles ainsi qu'avec les associations qui défendent leurs intérêts.

Ainsi, nous voulons vous informer que le Ministère entend modifier les pratiques de gestion des agrégats en Ontario et invite les municipalités à commenter sa proposition.

Ces éventuels changements s'inscrivent dans une optique de réduction des formalités administratives, de création d'emplois et d'essor économique au sein de l'industrie ontarienne des agrégats, qui génère chaque année 1,6 milliard de dollars en revenus de production et assure le maintien de plus de 28 000 emplois dans des secteurs connexes.

Élaborées à la lumière des commentaires de l'industrie, des municipalités, des communautés autochtones et d'autres parties, les modifications proposées favoriseront la croissance tout en respectant notre ferme engagement à protéger l'environnement et à atténuer les répercussions sur les populations locales.

Un résumé du projet de modifications législatives, accompagné de la marche à suivre pour formuler des commentaires, figure dans le Registre environnemental (n° 019-0556), à l'adresse suivante :

https://ero.ontario.ca/fr/notice/019-0556

Le Ministère envisage aussi certaines modifications réglementaires et souhaiterait savoir ce que vous en pensez a priori. Des consultations sur leur teneur exacte auront lieu ultérieurement. J'attends donc avec intérêt vos commentaires sur ces éventuels changements ainsi que sur le projet de modifications législatives susmentionné.

Si vous avez des questions sur les modifications proposées, veuillez communiquer avec Andrew MacDonald, de la Section de l'exploitation des richesses naturelles, au 705 755-1222 ou à l'adresse aggregates@ontario.ca.

Veuillez agréer mes salutations distinguées.

Original signé par Ala Boyd

Ala Boyd Directrice des politiques de conservation des richesses naturelles Ministère des Richesses naturelles et des Forêts

Temiskaming Shores Public Library Board

Meeting Minutes
Wednesday, June 19, 2019
7:00 p.m. at the Haileybury Branch

1. Call to Order

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

2. Roll Call

Present: Donald Bisson, Brigid Wilkinson, Brenda Morissette, Jessica Cooper, Claire

Hendrikx, and CEO/Head Librarian Rebecca Hunt.

Regrets: Danny Whalen, Anna Turner, Jamie Lindsay and Jeff Laferriere

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Brigid Wilkinson

Seconded by: Jessica Cooper

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

Carried.

Addition:

Correspondence b. From Eleanor Huff. Re: Library Services

Correspondence c. From Doug Clark, Dean of Sciences—Northern College.

Re: partnership discussions

Correspondence d. From Michelle Boileau, Director, Recruitment and Partnerships—Contact North. Re: Hosting CN|CN Online Learning Center/Access Point

New Business e. Bylaw B-7 Disqualification of Members. Review of Bylaw for attendance purposes.

4. Adoption of the Minutes

Moved by: Brigid Wilkinson

Seconded by: Claire Hendrikx

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, May 15, 2019, as presented.

Carried.

5. Business arising from Minutes

a. Copy of City Council Motion of Support of Library Board Resolution was circulated to Board Members.

6. Correspondence:

- a. From Natalie Chartand and Jean-Claude Carrière. Re: Report on Building Ties project.
- **b. From Eleanor Huff.** Re: Library Services. Eleanor's concerns were discussed. The Board Chair will respond to Eleanor's inquires.
- **c. From Doug Clark, Dean of Sciences—Northern College**. Re: partnership discussions. The progress of the partnership discussions were discussed. The Board is pleased with the work plan presented.

d. From Michelle Boileau, Director, Recruitment and Partnerships—Contact North. Re: Hosting CN|CN Online Learning Center/Access Point. The Board discussed the proposal and directed the Library CEO to investigate further, possibly setting up a meeting with Ms. Boileau and inviting interested Board Members.

7. Secretary-Treasurer's Report

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

Library CEO's Report

June 12, 2019

Buildings and Equipment:

Fire safety checks were conducted in the library buildings.

Haileybury Branch: City workers helped to do a big cleanup of the Haileybury Branch vault and storage areas. Several loads were taken to recycling and the dump, and old shelving was taken up to the Haileybury Heritage Museum auction.

Business:

Advocacy efforts: I have taken more signatures over to John Vanthof's office but he will not be able to present them until they reconvene in the fall. One of the trickle down effects of the OLS-North cuts to their staffing is that they are no longer able to send staff out to train libraries in person when they join the JASI consortium for our automated library system. Elk Lake has recently joined and although they had promised Elk Lake Library two days of in-person training, they had to cancel that training and offer virtual sessions instead. For libraries that have staff who are not as comfortable with technology, usually the smaller libraries, the virtual training does not work as well. Elk Lake Library asked if Temiskaming Shores could provide training on our automated library system, and came for a full day on June 11. I would not say no to providing such training because I think it is so important, however this does take staff resources from our library system to do so.

Conseil des arts Temiskaming Arts Council (CATAC): The CATAC Strategic Planning sessions will be held on June 13 and 14. I will attend both sessions to provide input.

Consolidation of Library Services—public relations: Staff in both branches have been busy fielding questions about the changes in library services. I have had

numerous conversations with members of the public about the closing of the Haileybury building. People seem to be mostly concerned that there will be no library service at all in Haileybury and are for the most part relieved when I mention the possibility of partnership with Northern College and that the board will continue to investigate partnerships if that one does not work out. I took a call from Eleanor Huff, a former library board member on Wednesday, June 12 and she asked that I pass her comments along to you. She is concerned about the closure of the Haileybury building and thinks that is it really important that the board continue to investigate partnerships in that part of the municipality. She said she will write a letter outlining her concerns in more detail at a later date.

Digital Creator: The Digital Creator room has been busy with kids gaming. The intern may try to limit the gaming activity and encourage more creative activity using the equipment there. I have ordered a button maker for the space to encourage some creativity.

Federation of Ontario Public Libraries board: I attended the FOPL meeting in person on Friday, June 7. It was good to be able to follow along some of the side conversations and to be able to catch up on issues facing Southern Ontario libraries, such as the changes to legislation surrounding development charges. I also was able to fill in the board members on the challenges facing Northern libraries due to the budget cuts, and the inequities in the financing of the provincial Interlibrary Loans system that were brought to light over the past few months. In moving forward I recommended that in regards to the ILL issues FOPL advocate for equitable reimbursement across the province for items shipped via Canada Post. The Executive Director of FOPL thanked me at the end of the meeting for ensuring everyone was apprised of the challenges and views of Northern Ontario libraries.

Genealogy Club: I am still waiting to hear back from Clair Shepherdson and Helen Stickney regarding the subscription to Paper of Record. I am still interested in purchasing a new microfilm reader and am keeping an eye out for appropriate grants.

JASI Steering Committee: The Committee endorsed a decision by OLS-North to stay with SirsiDynix Symphony, our current software. We discussed an all members meeting in September and will meet again via Zoom on September 18.

Proctoring: The library proctored two exams this month and have several more scheduled in the next months.

The Temiskaming Foundation: I have been invited to sit on The Temiskaming Foundation Board of Directors. Meetings are generally held at lunch time and should not interfere with my work schedule. The Board briefly discussed this matter, agreed with and congratulated the Library CEO's appointment to The Temiskaming Foundation's board of directors.

Programming

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

Life Skills visits at the New Liskeard Branch

The Life Skills group visits will take a break for the summer.

Gadget Helper at both branches of the library

The Gadget Helper program will take a break for the summer.

Digital Creator

Programs are on evenings through the week for teens and tweens.

Activité préscolaire à la succursale de New Liskeard

Pour les enfants accompagnés d'un adulte, le mardi 11 juin de 11 h à 11 h 30 à la succursale de New Liskeard.

Harry Potter and the Prisoner of Azkaban Trivia at the New Liskeard Branch

Are you a Potterhead who wants to test their knowledge on The Prisoner of Azkaban? Join us for Harry Potter Trivia based on the third book, as well as other fun Harry Potter activities! **Saturday, June 15** at the New Liskeard Branch

TD Summer Reading Club Family Story & Fun Time at Both Branches

Wednesdays in July and August the Temiskaming Shores Public Library will be having TDSRC Family Story & Fun Time from 11:00 a.m. until noon. Children accompanied by an adult are welcome to come and enjoy stories being read aloud followed by a play time. We look forward to seeing you at the library!

Défi de lecture estivale pour les adultes

Un défi de lecture personel! Lisez toutes sortes de catégories et de tous les genres par différents auteurs.

Venez ramasser votre liste d'essai à partir du 1er juillet à la succursale de votre choix et partagez votre cheminement avec nous sur Facebook ou face à face! **Du premier juillet au 31 août 2019.**

Défi de lecture estivale pour les enfants et les ados

Un défi de lecture personnel pour le plaisir de lire! Viens lire toutes sortes de catégories, de tous les genres par plusieurs auteurs!

Ramasse ta liste d'essai à partir du 1er juillet à la succursale de ton choix et partage ton cheminement avec nous sur Facebook ou face à face!

Du premier juillet au 31 août 2019.

Pen Pal Program at the New Liskeard Branch

The Temiskaming Shores Public Library has partnered with the Kenora Public Library for a Pen Pal Program this summer. Make friends with youth from a distant community through correspondence and socialize with like-minded peers here at home. Children aged 8 to 12 can register for this program which will be held in the New Liskeard branch on Fridays from 3:15 to 4:15 on the following dates: July 5 and 19, August 16 and 3.

The Firebird--a show by the Little Red Theatre

The Temiskaming Shores Library presents a famous Russian fable telling the story of a Tsar who promises his kingdom as a reward to the son who can capture the wild and precious Firebird. Prince Ivan struggles with the weight of his quest but successfully walks a difficult path full of adventure and the help of a magical fox. Done in the round, with dance, lots of audience participation and great storytelling, your children will be amused, engaged, entertained and well educated!

When: July 11, 2019 at 10:30 a.m.

Where: Riverside Place Admission: FREE!

Connais-tu ta bibliothèque? Défi, jeux et activités!

Pour les jeunes de 6 à 12 ans.

Le mardi 23 juillet 2019 de 18 h 30 à 19 h 30 à la succursale de New Liskeard.

Tu crois vraiment la connaître? Viens voir et t'amuser!!

LEGO – Du plaisir à construire pour toute la famille !

Le mardi 20 août 2019 de 18 h 30 à 19 h 30 à la succursale de New Liskeard. Que devez-vous apporter? Vos propres LEGOs, votre créativité et votre imagination. **Donc, pour une heure, venez partager vos idées et venez créer!!**

Finances and Statistics

The Board reviewed the May financial report, the workplace inspection report and statistical reports as provided by the CEO. There was a suggestion to invite Board Members to future First Aid Courses in case anyone wants to update their certification.

Motion #2019-28

Moved by: Claire Hendrikx
Seconded by: Brenda Morissette

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

Carried.

8.Committee Reports

- **a. Finance and Property Committee:** The Library CEO will schedule a meeting with the committee to discuss contracting townships and fees.
- **b. Planning, Personnel, Policy and Publicity Committee:** Minutes of the May 27, 2019 meeting.
- c. Library Services Committee: Nothing to report.
- d. Strategic Planning Committee: Report on June 10 session.

9.New Business

- a. Strategic Planning session to review committee's work on the Library's core values, core services and SWOT and PEST analysis and provide feedback.
- **b. May Ball contribution to the City**. The Board will shortfall a bit because of poor return on investment but should be able to make up the amount next year with a better return on investment.
- **c. Policy discussion**: issuing cards to youth between the ages of 12-15 who have no formal identification. The Board discussed the current policy and procedure and gave suggestions for the CEO to direct staff.
- **d. Discussion regarding book sale books**: The Board discussed the fact that there will be a large amount of used library books in upcoming book sales and agreed to allow other local libraries a chance to select books for their collections providing they pick up the books themselves.
- e. Bylaw B-7 Disqualification of Members. Review for attendance purposes. The Chair reminded Board Members that they must request a resolution of the Board if they wish to be absent from Board Meetings for more than 3 meetings and retain their seat on the Board.

10. Plan, Policy review and By-law review

a. Review Policy

i. 3-D Printing Policy. The board reviewed the policy.

Motion #2019-29

Moved by: Brenda Morissette
Seconded by: Jessica Cooper

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy: 3-D Printing as amended by the Board.

Carried.

11. Adjournment

Adjournment by Brigid Wilkinson at 8:24 p.m.

Chair – Donald Bisson



MINUTES

Timiskaming Health Unit Board of Health

Special Meeting held on August 1, 2019 at 6:30 P.M. New Liskeard – Timiskaming Health Unit 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
Mike McArthur Municipal Appointee for Temiskaming Shores

Sue Cote Municipal Appointee for Town of Cobalt, Town of Latchford,

Municipality of Temagami, and Township of Coleman

Kim Gauthier Municipal Appointee for Township of Armstrong, Hudson,

James, Kerns & Matachewan

Jesse Foley Municipal Appointee for Temiskaming Shores

Patrick Kiely Vice-Chair, Municipal Appointee for Town of Kirkland Lake

Regrets

Maria Overton Provincial Appointee

Casey Owens Municipal Appointee for Town of Kirkland Lake

Paul Kelly Municipal Appointee for Township of Larder Lake, McGarry &

Gauthier

Merrill Bond Municipal Appointee for Township of Chamberlain, Charlton,

Evanturel, Hilliard, Dack & Town of Englehart

Vacant Municipal Appointee for Township of Brethour, Harris, Harley

& Casey, Village of Thornloe

Timiskaming Health Unit Staff Members

Dr. Glenn Corneil Acting Medical Officer of Health/CEO

Rachelle Cote Executive Assistant

3. APPROVAL OF AGENDA

MOTION #22S-2019

Moved by: Sue Cote Seconded by: Jesse Foley

Be it resolved that the Board of Health adopts the agenda for its special meeting held on

August 1, 2019, as presented.

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None.

5. **APPROVAL OF MINUTES**

MOTION #23S-2019

Moved by: Kim Gauthier Seconded by: Patrick Kiely

Be it resolved that the Board of Health approves the minutes of its special meeting on July 3,

2019, as presented.

CARRIED

6. **NEW BUSINESS**

a. **BOARD MEMBER RESIGNATION**

MOTION #24S-2019

Moved by: Jesse Foley Seconded by: Sue Cote

Be it resolved that the Board of Health accepts the resignation of Merrill Bond as a Board member representative of Chamberlain, Charlton, Evanturel, Hilliard, Dack and Englehart, effective August 1, 2019, and that we ask the above municipalities to

appoint a new member.

CARRIED

7. IN-CAMERA

MOTION #25S-2019

Moved by: Sue Cote Seconded by: Kim Gauthier

Be it resolved that the Board of Health agrees to move in-camera at 6:35 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (July 3, 2019)
- b. NEPTHI Ministry Submission Document
- c. Operational Review

CARRIED

8. **RISE AND REPORT**

MOTION #26S-2019

Moved by: Mike McArthur Seconded by: Patrick Kiely

Be it resolved that the Board of Health agrees to rise with report at 8:23 p.m.

IN-CAMERA MINUTES

MOTION #27S-2019

Moved by: Sue Cote Seconded by: Kim Gauthier

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on

July 3, 2019 as presented.

OPERATIONAL REVIEW

MOTION #28S-2019

Moved by: Mike McArthur Seconded by: Sue Cote

Be it resolved that the Board of Health agrees with the recommendations presented by Dr.

Corneil, and instructs him to follow through with these recommendations.

CARRIED

9. **ADJOURNMENT**

MOTION #29S-2019

Moved by: Jesse Foley Seconded by: Sue Cote

Be it resolved that the Board of Health agrees to adjourn the special meeting at

8:24 p.m.

CARRIED

Carman Kidd, Board Chair	Rachelle Cote, Recorder	



TEMISKAMING SHORES POLICE SERVICES BOARD

SEPTEMBER 16, 2019 AT 1:00 P.M.

CITY HALL COUNCIL CHAMBERS - 325 FARR DRIVE

MINUTES

1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 1:02 p.m.

2. ROLL CALL

PRESENT: Board Chair Doug Jelly

Board Members Monique Chartrand, Ruth Shepherdson, Tyler

Twarowski and Danny Whalen

ALSO

PRESENT: Inspector Joel Breault, O.P.P. – Detachment Commander

Christopher W. Oslund, Board Secretary

REGRETS: None

MEMBERS OF THE PUBLIC PRESENT: None

3. ADDENDUM / ANNOUNCEMENTS

None

4. APPROVAL OF AGENDA

Resolution No. 2019-33

Moved by: Tyler Twarowski Seconded by: Monique Chartrand

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

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

6. PRESENTATIONS/DELEGATIONS

None

7. APPROVAL OF MINUTES

Resolution No. 2019-34

Moved by: Ruth Shepherdson Seconded by: Tyler Twarowski

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on July 15, 2019 be approved as printed.

CARRIED

8. **COMMUNICATIONS**

None

9. OPP BUSINESS

a) OPP Temiskaming Detachment Report – July/August, 2019

Resolution No. 2019-35

Moved by: Danny Whalen Seconded by: Monique Chartrand

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the July/August 2019 OPP Temiskaming Detachment Report.

CARRIED

10. NEW BUSINESS

a) OAPSB Board of Directors Update – Doug Jelly

Chair Doug Jelly provided the following report to the Board:

In late August, I participated in a teleconference with the OAPSB Board of Directors to confirm a representative to the OMERS Pension Board.

The next OAPSB Board meeting is scheduled for October 9, 2019 in Toronto followed by the Fall Labour Seminar on October 10 & 11, 2019.

The OAPSB Spring Conference is scheduled for Wednesday, May 27, 2020 to Saturday, May 30, 2020 in Toronto at the Marriott Downtown

I attended the Zone 1A OAPSB meeting in Timmins on September 10-11, 2019. This meeting was held in conjunction with the Ontario Association of Chiefs of Police (OACP). Section 32 (Municipal Police Services) representatives included Timmins, North Bay, Sudbury and Sault Ste. Marie. Section 10 (OPP Contract) representatives included Smooth Rock Falls, Temagami, East Ferris, Cochrane and Temiskaming Shores. There are currently 15 members of Zone 1A – four Section 32 Boards and eleven Section 10 Boards. The Zone has not received confirmation from West Nipissing and Espanola since their transition from a Section 32 to Section 10 Board, but anticipate hearing from them soon.

The Zone 1A meeting took a new and interesting look. On September 10, 2019 our Section 10 Boards held an informal roundtable to discuss issues and concerns as well as bring new attendees up to speed on our organization and the role of the OAPSB. This meeting was very interesting and no doubt will be continued in the future.

On September 11, 2019, following the official opening of the meeting, we met as a group with the Chiefs of the OACP as well as several senior officers of our Section 32 Boards.

At approximately 10:45 a.m. Deputy Chief Tim Farquharson of the Peterborough Police Service was the Guest Speaker. He spoke on the Opioid Crisis. It was interesting to note that 1 kg of Fentanyl can be purchased for \$12,500 but if sold as powder it has a street value of \$280,000 and if sold in pill form it increases to a street value of between \$10-\$20 million. Pill presses can be purchased on-line, however, Bill C-37 now allows post office employees to check suspect deliveries/packages.

After the session with Deputy Chief Farquharson, we continued with a joint meeting and our Police Services Advisor, Graham Wright from the Ministry of the Solicitor General, provided the following information:

- The Ministry will no longer be providing automatic re-appointments for Provincial Appointees. They will also be implementing set terms of 1, 3, 5 and 9 years.
- The new Police Services Act has still not received official Proclamation. It is estimated that it will take at least 3 more years before this happens.
- The costs for Basic Constable Training at the Ontario Police

College has increased by 33% (from \$11,065 to \$15,000) effective January 1, 2020. A portion is still paid by recruits, but no doubt municipalities will be affected in budgets and recruiting.

- New rules apply if Board members decide to run in a Provincial or Federal Election. They no longer have to resign from the Board.
- Community Safety and Well-being Plans are currently being developed by municipalities with a deadline of January 1, 2021 to have the plans in place. Even though Police Services will be involved in the process it is not a mandate for Police Services Boards – it is the responsibility of the municipal council to have a plan in place
- There have been some changes to the grant programs. The Community Safety and Policing Grants have been reduced by 25%; Court Security and Prisoner Transportation Grant will be based on a percentage of the total costs incurred; and Gun and Gang Violence Grant will see and overall allocation of 25% to the City of Toronto.
- The Ontario Society for the Prevention of Cruelty to Animals will no longer look after livestock investigations effective December 31, 2019. This responsibility will be transferred to the police.

Lastly, the Board Secretary and I attend a Community Safety and Wellbeing seminar in Sudbury on September 12, 2019.

b) Community Safety and Well-Being Plan

The Board Chair and Secretary provided a verbal update on the Community Safety and Well-being seminar they attended in Sudbury on September 12, 2019.

Discussion was held on using a regional approach in the development of the plan as the agencies involved provide services District-wide. The Board Secretary will contact the Clerks of the various municipalities in South Temiskaming (19 in total) to determine their interest in working collaboratively on a plan. The Board Chair will contact the DTSSAB CAO to set up a meeting to explore the possibility of DTSSAB administering the implementation of the Plan.

11. <u>BY-LAWS</u>

None

12. CLOSED SESSION

None

13. SCHEDULE OF MEETINGS

a) Regular Police Services Board meeting – November 18, 2019 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

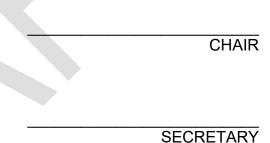
14. <u>ADJOURNMENT</u>

Resolution No. 2019-36

Moved by: Monique Chartrand Seconded by: Tyler Twarowski

Be it resolved that the Regular Meeting of the Temiskaming Shores Police Services Board be hereby adjourned at 1:58 p.m.

CARRIED





Report to the Board of Health

Quarter two (Q2) 2019

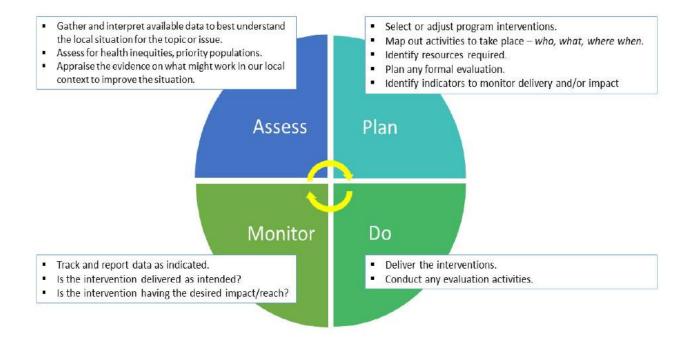
Report Content

- Mid-Year Program Highlights
- HR Update

Mid-Year Program Highlights

THU's 2019 Annual Service Plan (ASP) describes 40 local programs to address the nine Program Standards in the Ontario Public Health Standards (OPHS, 2018). In addition, the ASP details how THU is implementing the four Foundational Standards of the OPHS. Each local program outlines specific actions for a total of 106 interventions. A systematic planning cycle (Fig. 1) is used to determine what work we do and how we do it based on the best available evidence. Teams also continue work on establishing monitoring indicators to measure activities and achievements and drive continuous quality improvement. This mid-year report provides highlights of local public health work in 2019.

Figure 1. Iterative Planning Cycle for Evidence Informed Public Health Practice.



Foundational Standards: Population Health Assessment and Health Equity

Goals: To increase the use of population health information to inform the planning and delivery of programs and services; and to reduce the negative impact of social determinants of health that contribute to health inequities.

- Promoted local population health data collection via the Rapid Risk Factor Surveillance System.
- Supported internal and external stakeholders to use population health information.
- Conducted ongoing surveillance and compiled population health data reports (e.g. Health Status, Immunization Coverage, Diseases of Public Health Significance, Profile of Social Determinants of Health in Timiskaming).
- Completed an internal organizational capacity assessment for addressing health inequities and launched an internal health equity committee.
- Promoted local Bridges out of Poverty training and hosted internal training on antioppressive practices.
- Hosted an all-staff learning session with local Indigenous teachings on culture and traditions.

Foundational Standard: Effective Public Health Practice

Goal: THU is responsive to current and emerging evidence, emphasizes continuous quality improvement and supports a culture of transparency.

- Evidence informed decision making, program monitoring, identification of indicators and outcome data review ongoing.
- Several evaluation projects were supported across various programs.
- Revised internal research ethics policy and process in alignment with standards and supported ethics review assessments for several THU projects.
- Q2 Media Releases included the following topics
- Supported numerous communication strategies using various modalities across all programs. Media releases in Q2 include Bike Festival, Northern PHUs Work Together on Climate Change Reports,
 Public Health Partnerships Build Community, Budget announced for Public Health.

Foundational Standard: Emergency Management

Goal: to enable consistent and effective management of emergency situations.

 Participated in annual emergency management planning with the province re: potential flooding in James Bay Coast communities.

Chronic Disease Prevention and Well-Being

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

- Provided Bike Safety in Schools program in partnership with five schools and Road Safety Coalition to 165 grades 4-6 students.
- Established Playground Community of Practice for community members across district to share experiences, knowledge and evidence about playground design, construction and maintenance.
- Supported wrap-up of KidSport affordable access to recreation funding, now referring to JumpStart and CJKL fund.
- Initiated district-wide Active School Travel project after success with \$60k grant from Green Communities Canada's Active School Travel Fund.
- Promoted Share the Road campaign during Bike Month with two new billboards and social media.
- Partnered with Temiskaming Shores Bicycle Friendly Community Committee and community volunteers, to implement a Bicycle Exchange Event. 47 free donated bicycles with helmets and bells, were provided to those in need.
- Hosted 2 Bike Maintenance workshops in (KL and Temiskaming Shores) with 23 participants.
- Intervention activities on pause include Sitting Less is Better workplace health promotion campaign, affordable access to recreation workshop, and work promoting physical literacy with early years providers. This pause relates to THU capacity as well as partner readiness.
- No complaints received re. Skin Cancer Prevention Act; no inspections required.

Goal: Improve population eating habits and make health eating easier in our communities

- Carried out Nutritious Food Basket food costing with six Timiskaming grocery stores.
- Supported implementation of Food Skills for Families program for Older Adults in KL.
- Initiated work with four community organizations to plan local food security initiatives.
- Received 0 complaints related to Healthy Menu Choices Act; no inspections required.
- Delay in Healthy check-out lanes project due to other unanticipated policy opportunity.
- Participated on panel at local Climate Café discussing climate change, food systems and food security with 37 community members.
- Delivered health eating skills and eating on a budget session (Northern College and KLDCS).
- Advocated in support of Senate Bill S-228 to regulate marketing of food and beverages to children.

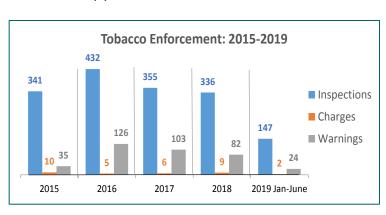
Goal: Help community partners to deliver diabetes prevention behaviour change programming (100% funded)

- 17 community organizations participating in Diabetes prevention programming and implementation
- Completed evaluation of 2018-2019 Fresh Start Program.
- Supported implementation of Food Skills for Families program by Keepers of the Circle in KL.
- Delivered Food Skills for Families facilitator training session to 11 community partners.
- Due to challenges with internal and external capacity, Active Switch community and workplace health promotion program is delayed.

Substance Use and Injury Prevention

Goal: Reduce Tobacco use and exposure (Smoke-Free Ontario & NRT funding)

- Cessation: Carried out brief contact intervention with 61 clients. Provided free NRT to 30 clients in Q2 and hosted Cessation Community of Practice meeting, with a focus on vaping. 30 youth champions were supported to plan and implement tobacco and vaping prevention activities across secondary schools. A presentation was also delivered by youth to a Grade 6 class.
- Protection & Enforcement: 100% completion of required Youth Access inspections for Jan-June 2019 and on track for full completion of remaining SFOA inspections for 2019. Two charges have been laid (Supply tobacco to person under 19, Failure of employer to ensure no ashtrays or similar equipment).



Goal: Reduce the frequency, severity and impact of substance use

- Facilitated 4 community conversations about cannabis and other substance use (2 in KL, 2 in Temiskaming Shores) to 50 people.
- Launched standard drink size campaign with information provided to 15 alcohol-serving premises.
- Launched social media campaign on advertising guidelines related to alcohol. Reached 9370 people.
- Implemented Medicine Cabinet Cleanout campaign with reach of 6140 via social media.
- In partnership with KLDAAC, expanded the *Thank a DD* campaign to 2 Kirkland Lake restaurants. Sponsored radio messages related to impaired driving and safety and sponsored free non-alcoholic wine and beer for 5 homecoming Wine & Cheese events (KL 100 celebration).

Goal: Promote healthy aging and reduce the number and impact of falls for those aged 65 years plus (funded 50% by NE LHIN)

- Led Senior Volunteer Appreciation and Networking Event for 35 Rising Stars troupe members.
- Held 10th Annual Spring Fling Seniors and Caregiver Luncheons in Kirkland Lake, Englehart and New Liskeard with over 350 older adults and 20 community partners in attendance.
- Developed evaluation and co-promoted <u>Senior Centres Without Walls</u> program across district with Temiskaming Home Support.

Goal: Reduce the frequency, severity and impact of injury

- Supported Ecole St. Michel traffic committee in advocating for safety measure on highway 11.
- Provided Safe Kids Week/prevent childhood falls at home resources to service providers.
- Supported Kirkland Lake Soccer Association with concussion policy.
- Work towards ATV safety and safe boating have been delayed.

Goal: To increase positive mental health in THU as a workplace and the community.

- Launched the Not Myself Campaign positive mental health in the workplace campaign at THU.
- Incorporated activities for mental health in the alPHa Fitness Challenge with 94% staff participation.
- Held 2 Safe Talk suicide alert trainings in partnership with NEOFACS with 53 participants (KL & TS).

Harm Reduction:

Intern	External Program				
Client Services	2016	2017	2018	2019 (Jan-Jun)	2019 (Jan-Jun)
Male Clients	121	189	197	176	50
Female Clients	68	108	132	88	29
Needles Distributed	12,906	20,953	36,549	17,336	3,380
Safer Snorting Kits			107	56	44
Pipes			1386	3175	259
Naloxone Dispensed			51	59	14

- CMHA, Mino M'shki-ki and Northwood Recovery are now needle exchange and naloxone distribution satellite agencies. Naloxone is now available on Bear Island.
- Provided presentations to the Kirkland Lake and District hospital on substance use (crystal meth and opioids) and data from the opioid poisoning snapshot. Presentations were also provided to Kunuwanimano, Temiskaming Hospital Nursing skills fair, and Harley Township fire department.
- Completed interviews for the qualitative research project on Opioid Use in Timiskaming.

School Health

Goal: to achieve optimal health of school-aged children and youth through partnership and collaboration with schools.

- Continued to support a range of programs with interested schools.
- Planned and implemented activities related to youth mental health and addiction champion project in 5 secondary schools related to unanticipated funding received from RNAO (20K).
- Advocated for funding to continue the Northern Fruit and Vegetable Program.
- Completed all Grade 7 and secondary school immunization clinics and completed assessments of those attending school and in licensed childcare. Staff continue to work with families toward compliance. No school suspension orders have been issued.
- Additional school activities are described elsewhere in this report (Bike Safety Program, Tobacco Prevention).



School Resiliency Activity - Cheerful Chains.

Some activities were delayed or postponed due to unanticipated requests and THU capacity.

Oral Health Screening:

Oral Health - Dental Screenings							
	2015	2016	2017	2018	2019		
Pre-Kind/Kind & Grade 2 In-School Mandatory Program	555	937	800				
Pre-Kind/Kind, Grade 2, 4 & 7 In- School Mandatory Program				985	915		
Additional Grades In-School Screening	1043	2217	1350	654	n/a		
Office Screenings	292	238	248	231	193		

Vision Screening Program:

School Vision Screening Program					
Senior Kindergarten Students	2018	2019			
Number Screened	146	143			
Number Referred to Optometrist for Vision Exam	62	63			

Healthy Growth and Development

Goal: to achieve optimal preconception, pregnancy, newborn, child, youth, parental, and family health.

91% of planned intervention activities have been completed as projected. The remaining tasks are to be addressed in Q3 and Q4.

Healthy Babies - Healthy Children Home Visiting Program

The HBHC Screen helps to identify families in need of assistance and guidance in achieving their parenting goals. THU has maintained a high percentage of screen completions as per benchmarks established by the Ministry of Children, Community and Social Services (MCCSS).

The table below reflects the percentage of mom and baby dyads who were screened at different times. Partnership efforts with Temiskaming Hospital result in greater postpartum screen completion and increased connections of families with public health services (Source: BORN database).

*Note that prenatal reflects the period of time before the baby is born, postpartum reflects the newborn to 6 weeks of age period of time and early childhood is the 6 weeks to 6 years period.

HBHC Screens	2017	2018	2019 (YTD)
Prenatal	78.5%	71.3%	82.2%
Postpartum	101.8%	96.9	96.2%
Early Childhood	7.24%	6.19%	3.14%

HBHC Client Visits	2017	2018	2019 (YTD)
Total # of Home Visits	325	418	206
Family Resource Worker Visits (FRW)	158	254	116
Public Health Nurses (PHNs) Visits	167	164	90

Immunizations, Infectious & Communicable Diseases Prevention & Control

Goal: to reduce or eliminate the burden of vaccine preventable diseases through immunization and to reduce the burden of communicable diseases and other infectious diseases of public health significance.

Immunization Program (Jan-June)							
Immunizations Administered in Office NL KL ENG To							
# of clients receiving immunizations	1026	407	215	1648			
# of immunizations administered	1524	473	266	2263			
Travel Health Consultations	NL	KL	ENG	Total			
# of consultations	389	136	N/A	525			
Note: These numbers do not include Influenza Vaccine							

- Several communication campaigns are in progress covering specific immunization topics.
- Topical immunization issues such as Rabies Post-Exposure Prophylaxis, Measles vaccination and vaccine shortage issues, were shared in the June edition of the Health Care Provider Newsletter.
 Health Care Providers also received memos on vaccine best practice updates, shortage notices, and any other immunization program changes.

	Vaccine Fridge - Cold Chain Inspection						
Year	KL		NL		EN	G	
	Total	Total	Total Total		Total	Total	
	inspections	failures	inspections	failures	inspections	failures	
2016	13	2	24	5	5	0	
2017	12	10	28	7	5	2	
2018	15	11	32	10	5	1	
2019	1	3	4	5	1	1	

The majority of cold chain inspections are completed during the summer months.

Sexual Health							
Client Services	2016	2017	2018	2019 (Jan-Jun)			
Male Clients	129	127	164	181			
Female Clients	864	805	644	528			
% of clients between 12-24			66%	66%			
Contraceptives	929	846	198	110*			
Plan B	41	25	23	12*			
STI Tests	215	201	257	164			
Pregnancy Tests	28	36	37	25			
Blood-Borne Infection Tests	124	97	140	88			

*Note: OHIP+ launched January 1st, 2018, dramatically shifting where the majority of youth under the age of 25 obtain their contraceptives and Plan

- No condom use continues to be the highest risk factor for sexually transmitted infections (68% of cases).
- Consultations with health care providers and updates on topics of interest such as gonorrhea treatment are included in the health care provider newsletter.
- Staff attended the 2019 Kirkland Lake Pride Parade.



Infection Control					
	2016	2017	2018	2019 (Jan-Jun)	
Reportable Disease Investigations (non-STI) ¹	67	59	102	37	
Outbreaks - Institutional ¹	21	36	33	16	
Outbreaks - Community ¹	0	0	0	0	
Animal Bite Reporting	29	85	77	18	
Sexually Transmitted Infections (STI) ¹	82	61	78	32	
Personal Service Settings Inspections (hair salons, tattoos, piercings, aesthetics)	47	50	52	10	

- Formal indicators were developed in Q2 for tracking of program success and ministry reporting.
- The IPAC program is changing its medium for the annual infection control education day from an inperson full day workshop to daily webinars during IPAC week in Q4. Working jointly with Public Health Ontario, we look forward to evaluating the benefits of this platform.

Safe Water

Safe Water Inspections					
Drinking Water	2018	2019			
Small Drinking Water Systems	19	13	10		
Recreational Water					
Public Beaches (Seasonal Jul-Aug)	16	17	0		
Pools	25	18	16		
Recreational Camps/Beachfront (Seasonal Jul-Aug)	11	9	0		

Food Safety



Land Control

Septic Systems	2015	2016	2017	2018	2019
Permits Issued	131	111	124	38	13
File Searches	60	60	66	28	31
Severance/Subdivision	15	15	29	10	3

Human Resource Update

The comings and goings of our colleagues



o Public Health Promoter-Active School Travel Project— New Liskeard - Contract (Sept. 2019)

Resignations:

- MOH/CEO New Liskeard, Permanent (August 2019)
- Dietitian New Liskeard, Permanent (August 2019)

Current Vacancies:

- Public Health Nurse –Kirkland Lake, New Liskeard Maternity Leave Contracts (2)
- Senior Public Health Inspector, Permanent, Kirkland Lake or New Liskeard
- o Program Manager-Human Resources/Special Projects, Contract, Kirkland Lake, 2-Year Contract
- o Dental Assistant, Permanent, Kirkland Lake
- o Public Health-Registered Dietitian, Permanent, Kirkland Lake or New Liskeard
- o Research, Planning and Policy Analyst, Permanent, New Liskeard
- o Epidemiologist, Maternity Leave Contract, New Liskeard

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.

EARLTON-TIMISKAMING REGIONAL AIRPORT AUTHORITY (ETRAA) MINUTES

Thursday, July 18, 2019
Corporation of the Township of Armstrong
Council Chambers
Earlton, Ontario

Attendance: Barbara Beachey, Doug Metson, Earl Read, Carman Kidd, Marc Robillard,

Bryan McNair, Debbie Veerman, Paufine Archambault, Laurie Bolesworth,

Kerry Stewart, Mitch Lafreniere, Harold Cameron, Sheila Randell

Absent : Matt Golcie

1: Welcome - Meeting called to order

Moved by: Doug Metson Seconded by: Bryan McNair

BE IT RESOLVED THAT "the meeting of July 18, 2019 be called

to order at 6:30 p.m. "

Carried

2. Approval of Agenda

Moved by: Brian McNair Seconded by: Doug Metson

BE IT RESOLVED THAT "the Agenda be approved as presented."

Carried

3. Approval of Minutes of Last Meeting

Moved by: Doug Metson Seconded by: Bryan McNair

BE IT RESOLVED THAT "the Minutes of the Meeting held May 16, 2019.

be adopted as presented."

Carried

4. Business Arising from Minutes

None

5. Committee Reports

(a) Financial Reports

Moved by: Bryan McNair Seconded by: Doug Metson

BE IT RESOLVED THAT "the report of the Finance Committee for the month of June 2019 be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

(b) Property & Maintenance No Report

ETRAA Minutes July 18, 2019

(c) Human Resources

Max Runnalis has been hired and being trained for ground maintenance and fuelling.

Moved by: Debbie Veerman Seconded by: Mare Robillard

WHEREAS "a request for funding was submitted to NOHFC for an Internship for an Airport Manager, and a letter has been received approving the funding"; BE IT RESOLVED THAT "the ETRAA approve advertising for a Youth Intern to assist over Airport Management for a one year period".

Carried

Moved by : Doug Metson Seconded by : Bryan McNair

BE IT RESOLVED THAT "the report of the Human Resources Committee be adopted as presented."

Carried

6. Correspondence

Moved by: Laurie Bolesworth Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Correspondence for June 2019, be filed."

Carried

7. Manager's Report

Moved by: Barbara Beachey Seconded by: Kerry Stewart

BE 11 RESOLVED THAT "the Manager's Report for the month of June 2019 be adopted as presented, and attached hereto forming part of these Minutes."

Carried

8. Chairman's Remarks/Report

- Wabusk Air is now out of business
- quotes received for gravel along runway shoulders lowest quote was from Connors Sand & Gravel - advised to go ahead and order.
- FedNor advised that they will be forwarding \$15,000,00.
- Paul Crombeen has obtained a signed lease from Bell Canada for their casement.

Moved by: Barbara Beachey Seconded by: Earl Read

BE IT RESOLVED THAT "the Chairman's Remarks/Report be adopted as presented, and attached hereto forming part of these minutes."

Carried

9. Any New Business

- questions arose regarding the "plane accident at the Earlton Airport on July 6, 2019";
- the Airport Manager would like to advise all concerned that the rumours going around regarding the accident being at the Airport are false;
- the incident did NOT happen on Airport Property (but in a field across the road from the Airport;
 and Transport Canada did not attend, and are not sending any personnel to investigate.

12. Closed Session

None

13. Adjournment

Moved by

: Barbara Beachey

Seconded by: 1 Laurie Bolesworth

Keled

BE IT RESOLVED THAT "this meeting be adjourned at 7:15 p.m."

Carried

Chair

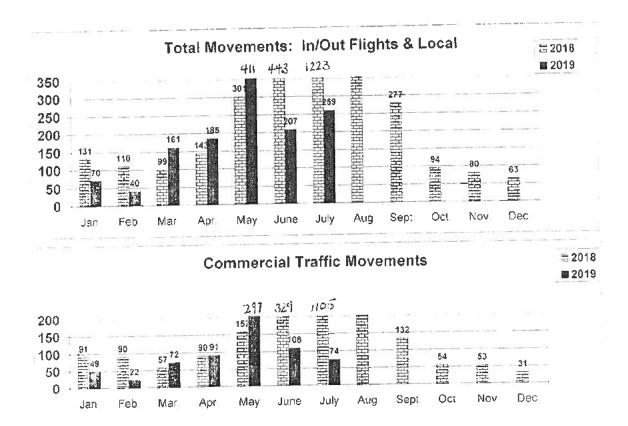
Secretary

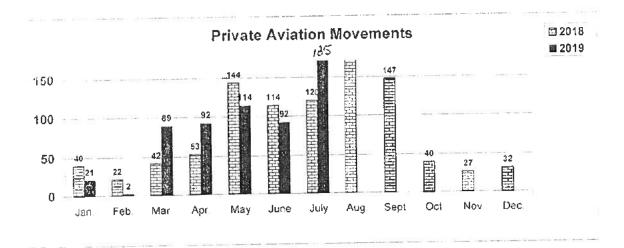
EARLTON-TIMISKAMING REGIONAL AIRPORT JULY 2019

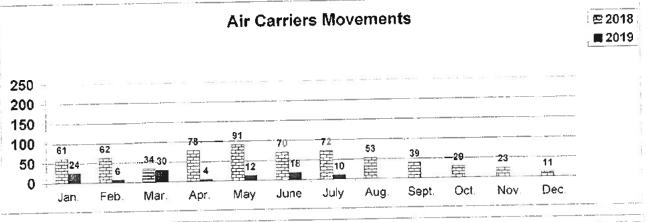
REVENUE	AC	TUAL	YTD
Fuel		\$21,324	\$182,074
Operations		\$22,937	\$442,372
		\$44,261	\$624,446
EXPENSES			
Fuel		\$9,629	\$150,689
Operations		\$25,376	\$194,176
		\$35,005	\$344,865
NET PROFIT/LOSS			
Fuel		\$11,695	\$31,385
Operations		-\$2,439	\$248,196
Capital Expenses			-\$376,875
		\$9,256	-\$97,294
THE STATE OF STATE AND STA	¢	16 501	
FUEL INVENTORY - JET A1	\$	16,501	
FUEL INVENTORY - AVGAS	\$	12,150	
FUEL INVENTORY - DIESEL	\$	1,893	

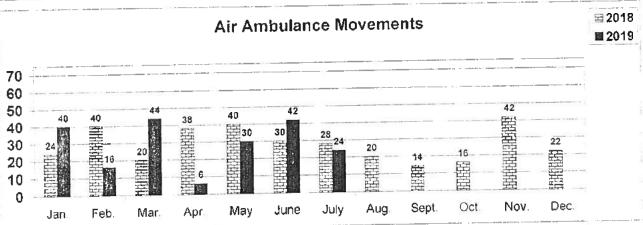
ANNUAL AIRCRAFT MOVEMENTS

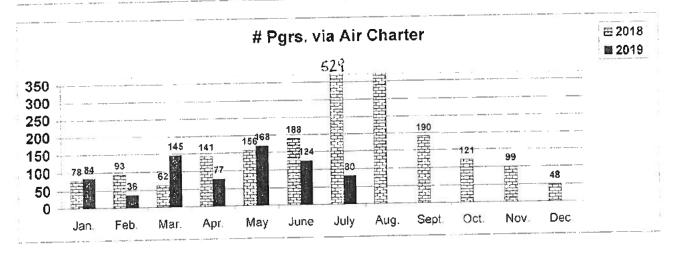
AS OF JULY 31, 2019











MANAGER'S REPORT JULY 2019

Private Aviation:

The numbers speak for themselves. It is very good to record 185 private aircraft movements in July. This also shows up as an improvement in fuel sales. Avgas sales for the month at 4566 litres is not a record compared to the last two years, but it is over 6 times more than what was sold in the same time period in 2008.

We would credit the new card lock fuel system, and the new T hangars, for the increase in activity.

Offsite Incident:

There was an offsite incident on the evening of 6 July involving an airplane operating out of our Airport. Emergency Services were dispatched to the scene. I was not contacted, and our Emergency Response Plan was not activated. The aircraft received substantial damage, and no life-threatening injuries were reported.

Flight School:

Hugely disappointing news to learn that the pilot who had received permission to operate a Flight Training unit at our Airport as a satellite of his North Bay operation has left the area. We are currently in talks with another Flight Training Unit based in North Bay to see if we can help the `wannabe` pilots get their training in, or if we will miss another year.

Hangar Numbers:

Thanks to Dave for cutting the numbers 1 through 6 out of stainless steel on his water jet cutter, and mounting them on the appropriate doors on the T hangars. Dave keeps his Cessna 170B in hangar #2.

Harold Cameron Earlton-Timiskaming Regional Airport Manager

Community Contribution Summary 2019 Sharing Contribution Per Capita Contribution - \$9.33

Community	<u>Population</u>	Contribution	<u>Paid</u>
Armstrong	1166	\$10,879	\$10,879.00
Casey	368	\$3,433	\$3,433.00
Chamberlain	332	\$3,098	\$1,549.00
Charlton and Dack	686	\$6,400	\$3,200.00
Coleman	595	\$5,551	\$5,551.00
Englehart	1479	\$13,799	\$13,799.00
Evanturel	449	\$4,189	\$2,094.50
Harley	551	\$5,141	\$5,141.00
Hilliard	223	\$2,081	\$2.081.00
Hudson	503	\$4,693	\$4,693.00
Terniskaming Shores	9920	\$92,554	\$45,714.50
Thornioe	112	\$1,045	\$1,045.00
Total Contributions	16384	\$152,863	\$99,180.00

Donation

			
Kerns	358	\$3,340	
			_
Total Contributions		\$156,203	\$99,180

As of August 13, 2019

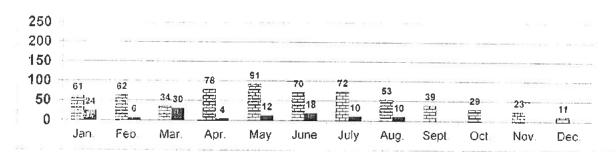
EARLTON-TIMISKAMING REGIONAL AIRPORT AUGUST 2019

REVIEWE	AC	TUAL	VID
Faal		\$41,637	\$223,711
Operations	منوروك فالإنتفاقية	\$18,203	\$460,575
EXPENSES		\$59,840	\$684,286
		@26 770	0357 ACC
The second of th		\$36,779	\$187,408
Operations	-	\$5,435	\$199,811
		\$42,215	\$337,079
NET PROFIT/LOSS			
100.21		\$4,858	\$36,243
Operations		\$12,767	\$260,964
Gapital Expenses		-\$43,939	-\$420,855
		-\$26,355	-\$123,648
and a control of the gradient property and the gradient and the control of the co	d.		
FUEL INVENTORY - JET A1	\$	24,348	
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Air Carriers Movements

≝ 2018

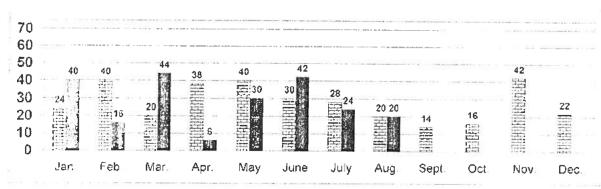
2019

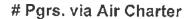


Air Ambulance Movements

2018

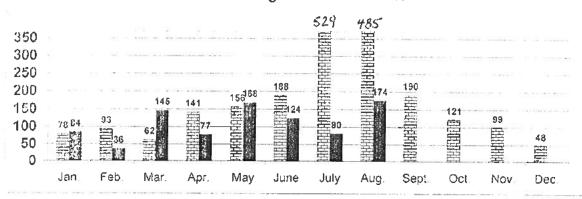
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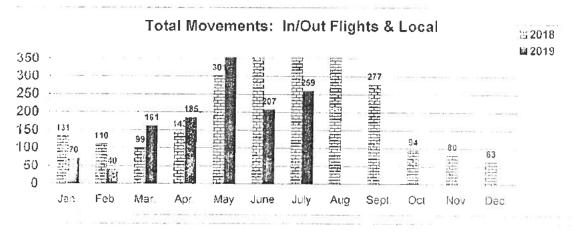
æ 2018

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ANNUAL AIRCRAFT MOVEMENTS

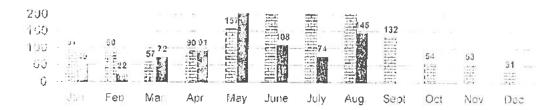
AS OF AUGUST 31, 2019

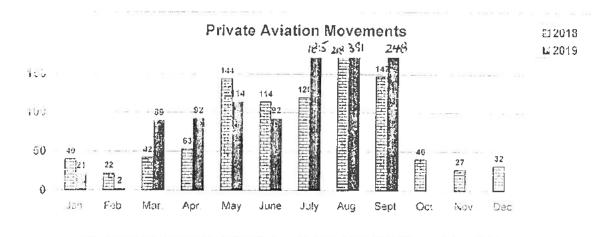


Commercial Traffic Movements

2018

Li 2019





MANAGER'S REPORT AUGUST 2019

CASARA Exercise:

Our local TEMSAR (Temiskaming Search and Rescue) unit hosted training and evaluation exercises on the 23 August weekend. Four other Civil Aviation Search and Rescue units from out of town flew in with their airplanes, and participated with our local crew. These airplanes used our cardlock for refuelling. It was a good opportunity to showcase our facility and present our community to visitors from other Airports.

Fuel Sales:

Avgas sales for the month surpassed any other August on record, except 2017, at 5227 litres. This is a direct result of the CASARA exercise. Except for the MNRF fire fighting last year, the Jet fuel sales are the highest in August since the corporate jets left our Airport in 2008. Jet sales were 18,161 litres.

T Hangars:

At this point we have five out of the six available T hangars in our new building rented out. The remaining hangar is being rented by the day for transient aircraft.

Runway Repairs:

The gravel on the runway edges has been spread, and is ready for grading. The pavement sealing is scheduled for next week.

Harold Cameron
Earlton-Timiskaming Regional Airport

Community Contribution Summary 2019 Sharing Contribution Per Capita Contribution - \$9.33

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Donation

Kerns	358	\$3,340	
Total Contributions		\$156,203	\$99,180

As of September 13, 2019

TEMISKAMING MUNICIPAL ASSOCIATION

AGENDA - REGULAR MEETING

DATE:

MAY 30th, 2019

TIME:

6:30 P.M.

PLACE:

EARLTON RECREATION CENTRE

- 1. OPENING OF MEETING
- 2. ADOPTION OF PRECEDING MINUTES
- 3. DELEGATION:
 - Amy Vickery Menard re By-law officer
- 4. **CORRESPONDENCE**:
 - Township of Evanturel
 - December Bank Rec.
- 5. DISCUSSIONS:
 - Theo Cull / Municipal representation
 - Township of Brethour
 - George Lefebvre
 - Earl Read
 - Lois Perry
- 6. OTHER BUSINESS:

.

7. ADJOURNMENT

TEMISKAMING MUNICIPAL ASSOCIATION

REGULAR MEETING

MAY 30, 2019

	MEMBER	MEMBER
Armstrong		
Brethour	Julie Wilkinson	
Casey		
Chamberlain	Kerry Stewart	Gerry Guenette
Charlton/Dack	Jim Huff	
Cobalt	George Ottmer	5
Coleman	Lois Perry	200
Englehart	Doug Metson	Pauline Brassard
Evanturel		
Harley	Clifford Fielder	Auldin Bilow
Harris	Al Licop	Ron Sutton
Hilliard	Carolyne Gilbert	
Hudson	Larry Craig	
James		
Kerns		
Kirkland Lake	Dennis Perrier	
Larder Lake	2000/192	
Latchford	Jo-Anne Cartner	George Lefebvre
Matachewan	Albert Durand	Samantha Ruck
McGarry	Matt Reimer	
Temagami		
Tem. Shores		
Thornloe	Earl Read	
Unincorporated N.		
Unincorporated S.		
Speaker	Diane Johnson	
Armstrong	Amy Vickery-Menard	

May 30, 2019

Regular Meeting called to order at 6:30 pm.

Moved by: Kerry Stewart Seconded by: Ron Sutton

That the minutes of the Regular Meeting held on March

Carried

DISCUSSIONS:

TMSA (Amy Vickery-Menard & Co.)

- Explained how much TMBA has progressed since 2005.
- TMSA, as it is now called since incorporation, could be in favour of using the same model to allow the hiring of a By-law Official for the area.
- Municipalities must be willing to buy in to such an arrangement.
- Each municipality should prepare a list of at least five infractions that the municipality would want addressed by a By-law Official.
- See attached presentation

Township of Evanturel:

No show.

Theo Cull / DTSSAB Board Appointment Process

No show

Township of Brethour; Matachewan; Latchford

- Problems with landlines in Brethour Township.
- No service; dial a number and get someone else; billings to the wrong customers.....
- Same type of problems in Latchford and Matachewan.
- McGarry has different issues with Bell.
- Told by Bell employees that the lines and system are old and that we need to get used to it because things will not get any better.
- What is NEONET doing with all the grant money that they receive year after year?
- Why not fibre optic cables?
- Lois Perry will put together a short questionnaire addressing issues with Bell. Municipalities will be encouraged to include this questionnaire on their web site, when they send out their tax bills or their newsletters. We need to get as many complaints from land line users as possible so we can address the problem with our MPs and MPPs.
- Will invite our MP and MPP at our September meeting.

George Lefebvre

- Water Management plan
- Northeast Lynx: George Lefebvre is having an interview with a reporter and would like the approval from the Temiskaming Municipal Association to support the endeavor of Greg Gormick to bring back some kind of ONTC Rail Passenger Service to the north. TMA is in favour.

May 30, 2019

Moved by: George Lefebvre

Seconded by: Earl Read

Whereas the Ontario Power Generation (OPG) and the Ministry of Natural Resources (MNRF), after due study and considerable contributions from potentially impacted municipalities and stakeholders, developed a Water Management Plan (WMP) for the Montreal River which was completed in 2002,

And Whereas this plan was developed simultaneously with one for the Matabitchuan River with that plan being implemented in 2003,

And Whereas the implementation of the WMP results in the creation of a Standing Advisory Committee (SAC) which ensures participation by municipalities and stakeholders and allows for the required level of communication between all parties,

And Whereas the Montreal River Water Management Plan is yet to be implemented despite the efforts of the impacted municipalities aligning that river to have said plan made effective and after the Province of Ontario again stated in 2016 that all plans must be implemented,

And Whereas Ontario Power Generation have been identified as the body responsible for the Plans implementation,

Therefore Be It Resolved that the Temiskaming Municipal Association (TMA) respectfully request that Ontario Power Generation begin immediately to ensure that the WMP for the Montreal River is implemented prior to the conclusion of 2019.

And Further, that this resolution be forwarded to the Minister of Energy Greg Rickford and John Vanthof, MPP for their information and support.

Carried

Earl Read

 After fighting with the Ministry of Transport for numerous years they have finally agreed to install lights at the junction of Highway 11 and Highway 562. I would like to thank TMA And all municipalities that supported our demand.

Lois Perry

- On January 1, 2019 each municipality was mandated to have a Community Safety and Well Being Plan.
- This plan must be in force by January 1, 2021.
- Such plan should be prepared for the district as a whole. Information will be circulated to each municipality and we will look at it further at our next meeting in September.

CORRESPONDENCE:

- Township of Evanturel and ONR issues.\
- Bank Reconciliation

That the Regular Meeting be adjourned at 8:02pm.

Next meeting on September 26.2019

<u> </u>	TEMISKAMING MU	INCIPAL ASSOCIATION	
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TEMISKAMING MUNICIPAL ASSOCIATION

EXECUTIVE MEETING

September 23, 2019

PRESENT: Lois Perry; George Lefebvre; Larry Craig; Theo Cull

Secretary: Reynald Rivard

Meeting opened at 6:30 pm.

DISCUSSIONS:

- Township of Armstrong: Theo Cull, councillor for the township, will review the suggested process to elect representation on various boards such as the Temiskaming Health Unit, DTSSAB... Would like to have additional training for Councillors
- George Lefebvre: Lack of representation for the Temiskaming District Ontario Northland Transportation Commission. Lack of or inadequate railroad track maintenance. Herbicide and pesticide spraying.
- Lois Perry: Aggregates Resources Act. FONOM update. (Danny Whalen) Blue Algae invasion. Landfills in Ontario.

Adjourned at: 7:55pm.



July 23, 2019 - 3:00 PM New Liskeard Boardroom – City Hall Chair – Councillor Jeff Laferriere

1. CALL TO ORDER

Meeting called to order at 2:58 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
□ David Treen, Municipal Clerk	
Steve Burnett (Presentation)	

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

9.7 - Mowat Landing Road

4. APPROVAL OF AGENDA

<u>Recommendation CS-2019-032</u> Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the July 23, 2019 meeting be approved as amended.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2019-033

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the June 24, 2019 meeting be approved as presented.

CARRIED



July 23, 2019 - 3:00 PM New Liskeard Boardroom – City Hall Chair – Councillor Jeff Laferriere

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE None

7. INTERNAL/EXTERNAL CORRESPONDENCE

7.1 Presentation – Water Metering Pilot Project (Steve Burnett)

Discussion:

Steve Burnett presented the results of the yearlong water metering project, as well as, the data from years 2016-2018 in regards to the amount and cost of water distributed versus the amount of revenue collected based on our current billing system. Using this information, staff will be able to better determine a rate that could be used in a metering program, should Council decide to implement.

The data collected during the pilot program also confirmed the need to standardize the rates between the three former municipalities. The Committee emphasized the need for a communication plan on how the City is moving forward. The Committee also discussed the potential of a phase in over 5 years once the metering was put into place.

Recommendation CS-2019-034 Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby acknowledges the presentation regarding the water metering pilot project and supports moving forward with a full ICI (Industrial, Commercial and Institutional) water metering program.

CARRIED

8. UNFINISHED BUSINESS

None

9. NEW BUSINESS

9.1 Pet Tag Increase

Discussion:

Laura Lee MacLeod spoke to the Committee about moving forward with the standardizing the rate for pet tags instead of a variety of rates offered at different times. A full report will be presented to Council for their consideration at the August 13, 2019 Regular Council meeting.



July 23, 2019 - 3:00 PM New Liskeard Boardroom – City Hall Chair – Councillor Jeff Laferriere

9.2 <u>Insurance Renewal</u>

Discussion:

Chris Oslund and Shelly Zubyck presented information regarding the City's insurance renewal. Overall, there has been an 88% increase in the premiums, therefore, staff are recommending that the City proceed with an increase of our general liability deductible from \$25,000 to \$50,000 to offset some of the costs. A full report will be presented to Council for their consideration at the August 13, 2019 meeting.

Recommendation CS-2019-035

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby supports the recommendations contained in report CS-038-2019 in regards to a \$50,000 deductible for general liability coverage.

CARRIED

9.3 MAT (Municipal Accommodation Tax)

Discussion:

In February 2019, James had presented a report and recommendations in regards to the implementation of a MAT tax. The motion was defeated by Council; however, James has been contacted by some of the stakeholders who are now more interested in seeing this move forward. James will present a memo for information purposes at the August 13, 2019 Regular Council meeting.

Recommendation CS-2019-036

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby supports the public consultation process for the MAT (Municipal Accommodation Tax).

CARRIED

9.4 Zack's Crib – Rental space

Discussion:

Shelly Zubyck has been contacted by members of Zack's Crib organization who are looking for space for a men's shelter in our area. Shelly is currently looking at space in the New Liskeard Community Hall that was previously occupied by Community Cancer Care.



July 23, 2019 - 3:00 PM New Liskeard Boardroom – City Hall Chair – Councillor Jeff Laferriere

9.5 Animal Rescue Flow-Through fund

Discussion:

Chris Oslund has received a request from Dr. Wendy Ing in regards to the City acting as a flow-through for funds to set up the Community Animal Care Project. The Committee referred this request to the PPP Committee.

9.6 Economic Development Coordinator position

Discussion:

James Franks advised the Committee that the position of Economic Development Coordinator has been posted since the resignation of the current Coordinator. This is a contract position with approximately 2 years remaining in the term. Chris Oslund suggested that if the City was willing to offer OMERS pension and benefits, it may help attract viable candidates. The Committee felt that would not be in the best interest of the City as it would set a precedent for other contract positions.

9.7 Mowat Landing Road

Discussion:

Chris Oslund informed the Committee of a report from Director of Public Works, Doug Walsh, that will be in regards to the state of disrepair on Mowat Landing Road. Council will be presented with options in regards to its repair which will cost approximately \$272,000, which has not been budgeted in 2019. This report will be considered at the July 23, 2019 – Special Council meeting.

10. CLOSED SESSION

None

11. NEXT MEETING

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

12. ADJOURNMENT

Recommendation CS-2019-037
Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 4:30 p.m.

ed at 4:30 p.m.	CARRIED
_	COMMITTEE CHAIR
COM	MMITTEE SECRETARY



August 7, 2019 – 12:15 PM New Liskeard Boardroom – City Hall Chair – Councillor Jeff Laferriere

1. CALL TO ORDER

Meeting called to order at 12:20 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
	□ David Treen, Municipal Clerk

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA None

4. APPROVAL OF AGENDA

Recommendation CS-2019-038

Moved by: _Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee agenda for the August 6, 2019 meeting be approved as printed.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2019-039

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee minutes of the July 23, 2019 meeting be approved as presented.

CARRIED



August 7, 2019 – 12:15 PM New Liskeard Boardroom – City Hall Chair – Councillor Jeff Laferriere

6. **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**None

- 7. INTERNAL/EXTERNAL CORRESPONDENCE
- 8. UNFINISHED BUSINESS
- 9. **NEW BUSINESS**
- 9.1 Budget Reporting

Discussion:

Chris Oslund reviewed a summary by department of the 2019 operations budget that included discretionary and non-discretionary items. The Committee discussed how the budget is prepared and wondered if there was a different way to proceed with the 2020 budget looking at both Capital and Operating together rather than separately. The Committee is anticipating a reduction in funding from the provincial government and suggested that the Council will have to look at ways of reducing costs.

9.2 Productivity Improvement (One-time funding)

Discussion:

Chris Oslund presented a list of productivity improvement options prepared by Corporate Services staff. The list included: shared services, a comprehensive fee review, reconsideration of tax write-offs, municipal accommodation tax, scheduling and review of the organizational structure. The Committee was appreciative of the options and agreed that more discussion is required.

9.3 New Liskeard Marina

Discussion:

Shelly Zubyck informed the Committee that staff have been contacted by a person who is interested in the purchase of the New Liskeard Marina. At this time, they are just looking for information regarding the property size, building conditions, etc.

10. CLOSED SESSION

None

11. NEXT MEETING

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



August 7, 2019 – 12:15 PM New Liskeard Boardroom – City Hall Chair - Councillor Jeff Laferriere

12. **ADJOURNMENT**

Recommendation CS-2019-040 Moved by: Councillor Danny Whalen

В

e it resolved that: he Corporate Services Committee meeting is adjourned at	1:40 p.m.
	CARRIED
	COMMITTEE CHAIR
	COMMITTEE SECRETARY



BUILDING MAINTENANCE COMMITTEE MEETING MINUTES

August 22, 2019- 10:30 a.m. City Hall – New Liskeard Boardroom CHAIR – Councillor Danny Whalen

1.0 CALL TO ORDER

The meeting was called to order at 11:05 a.m.

3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

• Councillor Doug Jelly declared conflict on Item 9.2 – Bucke Park

4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Add: New Business – 9.3 – EV Charging Station Remove: 9.2 – Bucke Park (conflict/no quorum)

5.0 ADOPTION OF AGENDA

<u>Recommendation BM-2019-030</u> Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the August 22, 2019 meeting be adopted as amended.

Carried



BUILDING MAINTENANCE COMMITTEE MEETING MINUTES

August 22, 2019- 10:30 a.m. City Hall – New Liskeard Boardroom CHAIR – Councillor Danny Whalen

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2019-031

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Committee Meeting previous meeting minutes of June 25, 2019 be adopted as presented.

Carried

7.0 PRESENTATIONS

8.0 UNFINISHED BUSINESS

8.1 New Liskeard Library Update

Discussion:

A company by the name of Venos was awarded the project and are schedule to start September 9th. Tentative completion date of March 2020.

8.2 Construction of new shed- 200 Lakeshore (Public Works)

Discussion:

Construction is nearing completion.

8.3 Fuel Tanks – North Marina Haileybury

Discussion:

The relocation of the fuel tanks is now complete.

8.4 Ice damage to infrastructure – Follow up

Discussion:

Staff estimate it will cost approximately \$200K to return the marina and break wall to its former state. Ongoing.

8.5 2019 Capital Budget (Property Maintenance) Update

Discussion:

Mitch Lafreniere provided the Committee with an update on 2019 Capital and Operating projects such as the feasibility study for the New Liskeard Community Hall, Pool Fitness Centre flooring and lights and the arrival of new pickup trucks.



August 22, 2019- 10:30 a.m. City Hall – New Liskeard Boardroom CHAIR – Councillor Danny Whalen

9.0 NEW BUSINESS

9.1 Productivity Improvement (One-time funding)

Discussion:

Mitch Lafreniere provided the Committee with the following options in regards to productivity improvements:

- Eliminate one fire station
- Divest the Community Hall
- Divest an arena
- Eliminate summer ice (or purchase a new dehumidification system)
- Investigate hydro savings

Further discussion required.

9.2 Electrical Charging Stations

Discussion:

Mitch informed the Committee of a funding opportunity through Natural Resources Canada for the installation of electric vehicle charging stations. Mitch will be investigating further and will report back to the Committee.

9.3 Community Recreation Culture Fund (ICIP Funding)

Discussion:

Mitch made the Committee aware of a recently announced funding opportunity. Deadline for submissions is November 12, 2019. Chris Oslund has requested that staff think about possible projects that may be eligible for the finding, which is intended for multi-use facilities that bring people from the community together. The Committee inquired as to whether the new library may be eligible.

10.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for <u>September 19, 2019</u> 10:30 a.m.



August 22, 2019- 10:30 a.m. City Hall – New Liskeard Boardroom CHAIR – Councillor Danny Whalen

Carried

11.0 ADJOURNMENT

Recommendation BM-2019-032
Moved by: Councillor Doug Jelly

Be it resolved that:
The Building Maintenance Committee, be hereby adjourned at 11:47 a.m.

COMMITTEE CHAIR
COMMITTEE SECRETARY



August 22, 2019 – 8:30 a.m. City Hall – New Liskeard Boardroom CHAIR – Councillor Doug Jelly

1. CALL TO ORDER

The meeting was called to order at 8:34 a.m.

2. ROLL CALL	
⊠ Mayor Carman Kidd	Mitch Lafreniere, Manager of Physical Assets
□ Councillor Doug Jelly	☐ Darrell Phaneuf, Environmental Superintendent
☐ Councillor Danny Whalen	
Chris Oslund, City Manager	Airianna Misener, Works Clerk
□ Doug Walsh, Director of Publ	ic Works
⊠ Steve Burnett, Technical & Er	nvironmental Compliance
3. REVIEW OF REVISIONS	OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE None

5. APPROVAL OF AGENDA

Recommendation PW-2019-042 Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the August 22, 2019 meeting be approved as printed.

Carried

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2019-043 Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the June 25, 2019 regular meeting be adopted as presented.

Carried



August 22, 2019 – 8:30 a.m. City Hall – New Liskeard Boardroom CHAIR – Councillor Doug Jelly

- 7. PRESENTATIONS
- 8. INTERNAL/EXTERNAL CORRESPONDENCE
- 9. UNFINISHED BUSINESS
- 9.1 WOOD New Waste Management Capacity

Previous Discussion:

Upon investigation of the current agreement, it was determined that Cobalt's contribution to the landfill is 12%. The Committee would like staff to begin discussions with Cobalt for the new agreement that will be required once the New Liskeard landfill reopens.

Recommendation PW-2019-040

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby recommends a fee for service charge for the Town of Cobalt in the new agreement for use of the City's landfill and further directs staff to begin discussions with the Town of Cobalt.

Carried

Discussion:

Design work is approximately 3 weeks away from completion. Following that, it will be 6-8 months for Ministry approval. Staff recently met with representatives from the Town of Cobalt to discuss the use of the City's landfill. A draft landfill use agreement will be presented to Council in the near future.

9.2 Public Works Staff Training

Previous Discussion

Work on the level 1&2 prep course continues. PW staff are looking into Equipment Operator refresher training.

Discussion:

There will be a Department meeting and staff training session on August 28th. Staff members are also partaking in fuel handling, vehicle inspection and Level 3 prep course for water distribution. There are also a few employees who are getting started with the Executive Diploma in Municipal Management program in the next few weeks.



August 22, 2019 – 8:30 a.m. City Hall – New Liskeard Boardroom CHAIR – Councillor Doug Jelly

9.3 Public Works Department Update

Previous Discussion

No update

Discussion:

Summer work is continuing with no real issues to date. Ditching will start next week, and any necessary culvert repairs have been completed.

9.4 Full Solid Waste Management Program

Previous Discussion:

Staff met with Phippen Waste Management who had concerns relating to the inability to renegotiate at 5 and 10 years. As a result, staff informed the Corporate Services Committee and were provided with direction to proceed with Option 3 as presented by Phippen Waste Management.

Discussion:

The Minister of Environment, Conservation and Parks recently announced that the financial and operational responsibility for the Blue Box program would transition from municipal governments to producers.

9.5 2019 Roadway Rehabilitation Program

Previous Discussion:

The paving portion of the program is complete. Micro surfacing on the West Road and patch work will be begin shortly.

Discussion:

The 2019 program is now complete. Public Works staff continue to work their way through the City using the durapatcher to repair cracks in the roadways. Chris Oslund inquired as to whether or not we could extend the life of a road by providing a slurry seal.

9.6 Highway 65E/ Grant Drive Extension

Previous Discussion:

Chris Oslund and Doug Walsh will be meeting with the Ministry of Transportation to discuss a cost sharing agreement.

Discussion:

Doug Walsh presented a memo and the presentation from the Ministry of Transportation in regards to the cost sharing agreement.



August 22, 2019 – 8:30 a.m. City Hall – New Liskeard Boardroom CHAIR – Councillor Doug Jelly

Recommendation PW-2019-044 Moved by: Mayor Carman Kidd

Be it resolved that the Public Works Committee hereby recommends that Council respectfully decline the Ministry of Transportation Ontario's proposal to enter into a cost sharing agreement with the City for improvements at the Highway 11N/Golf Course Road, Highway 65E/Wilson Drive, and Highway 65E/proposed Grant Drive extension; and

Further that the Public Works Committee recommends that Council proceed with issuing an RFP for the design of both the Grant Drive Extension and the required turning lanes on Highway 65E to accommodate the access to the Grant Drive Extension.

9.7 Funding Applications

Previous Discussion:

No update

Discussion:

The notice for nomination for the approval of the Roy Bridge (Uno Park Road) has been received. The phase 2 portion of the funding application for the Dymond Water Upgrade Project has been sent to NOHFC

9.8 Strategic Plan – Update

Previous Discussion:

No update

Discussion:

No update

9.9 Crosswalk – John Street/Whitewood Avenue

Previous Discussion:

The materials for the crosswalk have been ordered. A majority of the work will be completed by PW staff with the exception of the concrete. There is a 6-8-week delay on the cross signal.

Discussion:

Work on the crosswalk continues with sidewalk and curb adjustments happening this week. The poles and signals should be installed shortly.



August 22, 2019 – 8:30 a.m. City Hall – New Liskeard Boardroom CHAIR – Councillor Doug Jelly

9.10 Beach Gardens

Previous Discussion:

No update

Discussion:

No update

9.11 Uniboard Facility – Lakeshore Road

Previous Discussion:

Both staff and OCWA have been in contact with the MECP in regards to the treatment of the leachate that has been received to date.

Discussion:

Staff is recommending that the City does not we do not accept any future material from Uniboard due to the Ministry requirements for treatment. Steve will be drafting a letter to Uniboard with a copy to the Ministry.

9.12 ONR – Office Terminal at the Chamber of Commerce

Previous Discussion:

Chris Oslund and Doug Walsh have met with representatives to discuss the concerns over snow removal and how to address them prior to winter operations.

Discussion:

No update

9.13 Bicycle Paths

Previous Discussion:

Doug Walsh is recommending to not have the bike lane line painted on the side of Georgina Avenue in Haileybury due to the condition of the asphalt. The Committee was also concerned with the liability associated with having the bike lane with bad road conditions.

Discussion:

The Wabi River bridge sharrows have been painted.



August 22, 2019 – 8:30 a.m. City Hall – New Liskeard Boardroom CHAIR – Councillor Doug Jelly

9.14 Asset Management Plan

Previous Discussion:

The purchase of the software was not included in the 2019 budget.

Discussion:

DOT Software was discussed - On going

9.15 Golf Course Bridge - Update

Previous Discussion:

The pre-start meeting took place last week and a preliminary design will be available for review by July 6. Bridge shut down will begin the week following the August long weekend. Millers will be providing the notification.

Discussion:

Site preparation continues this week and construction will be starting early next week.

9.16 Gravel Application – Rural Roads

Previous Discussion:

Gravel will be hauled and placed once the crushing is complete.

Discussion:

No update

10. NEW BUSINESS

10.1 Productivity Improvement (One-time funding)

Previous Recommendation from PW Committee:

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

Discussion:

Staff will be preparing a report for the end of September to present to Council in regards to a variety of potential efficiencies in the PW department such as fee increases to ensure the City is at least covering their costs, performing repairs with existing staff, and reorganization of staff to ensure efficient use of time.



August 22, 2019 – 8:30 a.m. City Hall - New Liskeard Boardroom CHAIR - Councillor Doug Jelly

11. **ADMINISTRATIVE REPORTS**

- PW-025-2019: Assumption of Roadways FTP Subdivision
- PW-026-2019: Water and Sewer Rate Standardization

12. **CLOSED SESSION**

13. **NEXT MEETING**

The next meeting of the Public Works Committee is scheduled for September 19, 2019 commence at 8:30 a.m.

14. **ADJOURNMENT**

Recommendation PW-2019-045 Moved by: Mayor Carman Kidd

Be it resolved that:

The

Public Works Committee meeting is adjourned at 11:0	0 a.m. Carried
	COMMITTEE CHAIR
	COMMITTEE SECRETARY



September 5, 2019 – 1:30 PM New Liskeard Boardroom, City Hall (325 Farr Dr.) CHAIR – Mayor Carman Kidd

1. CALL TO ORDER

Meeting called to order at 1:21 p.m.

2. ROLL CALL

✓ Mayor Carman Kidd
 ✓ Shelly Zubyck, Director of Corporate Services
 ✓ Councillor Mike McArthur
 ✓ Jennifer Pye, Planner
 ✓ Councillor Doug Jelly
 ✓ Tim Uttley, Fire Chief
 ✓ Chris Oslund, City Manager
 ✓ Clayton Seymour, Chief Building Official
 ✓ Kelly Conlin, Executive Assistant

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Add – under Building/Planning/By-Law

8.4) Property Standards

8.5) Smoking By-Law

Remove – under Fire and Emergency Services 9.3 – Fire Station Discussion

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

<u>Recommendation PPP-2019-042</u> Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee agenda for the September 5, 2019 meeting be approved as amended.

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

<u>Recommendation PPP-2019-043</u> Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee minutes of the July 24, 2019 meeting be adopted as presented.



September 5, 2019 – 1:30 PM New Liskeard Boardroom, City Hall (325 Farr Dr.) CHAIR – Mayor Carman Kidd

7. PRESENTATIONS/CORRESPONDENCE

8. BUILDING/PLANNING/ BY-LAW

8.1 Building Permit Fees

Discussion:

Clayton Seymour circulated a document outlining the proposed building permit fees for January 1, 2020. It has been 5 years since the last increase to the fees.

Recommendation PPP-2019-044

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee hereby recommends that Council consider the revised Building Permit Fees with an effective date of January 1, 2020.

CARRIED

8.2 Shared Services

Discussion:

Staff has been contacted by the Municipality of Temagami in regards to entering into an agreement for shared services for Building Services. Temagami is currently going month to month with their Building Official. Clayton suggested that Temagami processes approximately 20-30 permits per year. The Committee discussed the need to have clear expectations outlined in any agreement we may enter. The Town of Cobalt has also inquired into Shared Services for By-Law enforcement. Chris Oslund indicated that he requested specifics from Cobalt in regards to this request and has yet to receive a response.

Recommendation PPP-2019-045

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby requests that staff continue to investigate options for Shared Services for Building Services with the Municipality of Temagami.

CARRIED

8.3 Productivity Improvement

Discussion:

Staff presented the following areas for discussion on productivity improvements or potential revenue generation – Shared Services, Building Permit Fee Increase, Planning Fee increase.



September 5, 2019 – 1:30 PM New Liskeard Boardroom, City Hall (325 Farr Dr.) CHAIR – Mayor Carman Kidd

8.4 Property Standards

Discussion:

Councillor McArthur brought forward two specific locations of concern, one where there are vehicles in the front yard and another where there is an excessive amount of recyclable materials (cardboard) on the property. Clayton informed the Committee that our By-Law Enforcement Officer is currently working with one of the mentioned properties to get it cleaned up. Currently, the City investigates property standards issues based on complaints received, with the exception of any issue that may be of a public safety concern.

The Committee would like to see preventative action be taken when it comes to property standards, as well as increased advertising in regards to homeowners' shrubs/hedges, etc. and who is responsible for their maintenance.

Recommendation PPP-2019-046

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby requests that staff review our current Property Standards By-Law, with possible legal review if necessary.

CARRIED

8.5 Smoking By-Law

Discussion:

Staff brought forward the draft Smoking By-Law to discuss what direction the Committee would like to move forward with. The Committee expressed concern with last years' Fall Fair event, and would like staff to reach out to the Timiskaming Health Unit before this year's event to ask them to place adequate "No Smoking/Vaping" signage. On-going.

9. FIRE AND EMERGENCY SERVICES

9.1 Monthly Fire Activity Report

Discussion:

Tim Uttley reviewed the monthly activity report for the three stations, providing the Committee with year to date statistics, call out information, and public education engagements.

9.2 Productivity Improvement

Discussion:

Tim Uttley provided the Committee with a report outlining suggestions for productivity improvement within the Fire Services.



September 5, 2019 – 1:30 PM New Liskeard Boardroom, City Hall (325 Farr Dr.) CHAIR – Mayor Carman Kidd

Recommendation PPP-2019-047

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee acknowledges receipt of the draft report from the Fire Chief on efficiency funding; and hereby directs staff to prepare a financial analysis to report back to the Committee.

CARRIED

10. CLOSED SESSION

Recommendation PPP-2019-048

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee convenes into Closed Session at 3:03 p.m. to discuss the following matter:

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

CARRIED

Recommendation PPP-2019-049

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee rise without report at 3:22 p.m.

CARRIED

11. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for October 10, 2019 starting at 1:30 p.m.

12. ADJOURNMENT

Recommendation PPP-2019-050

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 3:27 p.m.



September 13, 2019-1:00 pm City Hall – Haileybury Boardroom CHAIR – Councillor Danny Whalen

1.0 CALL TO ORDER

Councillor Doug Jelly

2.0 ROLL CALL	
⊠ Mayor Carman Kidd	Chris Oslund, City Manager

∇	Daura	Malah	Diroctor	of Public	Marka
$ \mathcal{N} $	Doud	waisn.	Director	OI PUDIIC	VVOIKS

The meeting was called to order at 1:07 p.m.

- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- ☐ Tammie Caldwell, Director of Recreation

3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE None

4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Councillor Whalen requested that it be noted that this meeting was not advertised publicly.

Councillor Danny Whalen

5.0 ADOPTION OF AGENDA

Recommendation BM-2019-033 Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the September 13, 2019 meeting be adopted as printed.

Carried



September 13, 2019-1:00 pm City Hall – Haileybury Boardroom CHAIR – Councillor Danny Whalen

6.0 UNFINISHED BUSINESS

6.1 Bucke Park

Mitch Lafreniere wanted to review the engineers report on the Bucke Park Chalet. This report has been previously circulated, reviewed and acknowledged at the Committee and Council level. There is misinformation in the community in regards to the cost of repairs for the chalet, therefore staff felt a review was necessary to ensure that the Committee stays informed. The Committee was also provided with following recommendation from the Recreation Committee for their information.

Recommendation No. RS-2019-041

Moved by: Chuck Durrant

Seconded by: Richard Beauchamp

Be it recommended that the Recreation Services Committee requests that Council reconsider Resolution No. 2019-3157 acknowledging receipt of Administrative Report No. CS-025-2019 and directing staff to release RFQ-CS-001-2019 to secure Realtor Services for the disposition of Bucke Park and consider that the land be sold by way of a Request for Proposal format with the evaluation weighted in favor of the land remaining as a public park and that the current date set for the removal of trailers from the park (October 14th, 2019) remain in effect.

Based on the discussions and information presented, the Committee was in support of the recommendation from the Recreation Committee.

Recommendation BM-2019-034

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee hereby supports the recommendation from the September 9, 2019 Recreation Committee meeting in regards to the disposition of Bucke Park.

Carried

7.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for September 19, 2019 at 10:30 a.m.



September 13, 2019-1:00 pm City Hall – Haileybury Boardroom CHAIR – Councillor Danny Whalen

8.0 ADJOURNMENT

<u>Recommendation BM-2019-035</u> Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 1:19 p.m.

,	Carried
	COMMITTEE CHAIR
СОММ	ITTEE SECRETARY



September 13, 2019 – 3:00 P.M. New Liskeard Boardroom – City Hall Chair – Councillor Jeff Laferriere

1. CALL TO ORDER

Meeting called to order at 3:02 p.m.

2. ROLL CALL

	Christopher W. Oslund, City Manager
Councillor Jeff Laferriere	\boxtimes Shelly Zubyck, Director of Corporate Services
Councillor Danny Whalen	□ Laura Lee MacLeod, Treasurer
⊠ Clayton Seymour, CBO	☐ David Treen, Municipal Clerk
	creation
⊠ Kelly Conlin, Executive Assistant	t e e e e e e e e e e e e e e e e e e e

Mayor Kidd chaired the meeting as Councillor Laferriere unable to attend

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE None

5. APPROVAL OF AGENDA

Recommendation CS-2019-041

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee agenda for the September 13, 2019 meeting be approved as printed

CARRIED

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2019-042

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the August 7, 2019 meeting be approved as presented.



September 13, 2019 – 3:00 P.M. New Liskeard Boardroom – City Hall Chair – Councillor Jeff Laferriere

7. INTERNAL/EXTERNAL CORRESPONDENCE

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9.1 Shared Services

Discussion:

Staff informed the Committee that the City has been approached by the Municipality of Temagami in regards to shared services for Building Services. Specifically, plans review, issuing of permits and inspections. The Committee was presented with the following recommendation that was passed at a recent Protection to Persons and Property Committee meeting:

Recommendation PPP-2019-045

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby request that staff continue to investigate options for Shared Services for Building Services with the Municipality of Temagami.

CARRIED

Recommendation CS-2019-043

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee supports the recommendation from the Protection to Persons and Property Committee in regards to shared services in Temagami.

CARRIED

9.2 NL Marina RFP

Discussion:

Shelly Zubyck informed the Committee that no bids were received in response to the recent Request for Proposal for the operation of the New Liskeard Marina. She also informed Committee that a developer has requested more information and inquired as to whether or not the City would be willing to sell the marina. The Committee was uncertain at this time.

Recommendation CS-2019-044

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby recommends that staff investigate further options in regards to the operation of the New Liskeard Marina.



September 13, 2019 – 3:00 P.M. New Liskeard Boardroom – City Hall Chair – Councillor Jeff Laferriere

9.3 Spurline RFP

Discussion:

Shelly Zubyck informed the Committee 4 proposals were received for the operation of the Spur Line. A full report will be presented at the October 1st Council meeting.

- Jacob Laforest = \$8.000
- Josee & Marc Dupuis = \$8,500
- Kyle & Maria Overton = \$10,000
- Tim & Lisa Vandermeer = \$8,000

Recommendation CS-2019-045

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby recommends awarding CS-RFP-005-2019 for the Operation of the Spur Line Concession to Kyle and Maria Overton.

CARRIED

9.4 Bucke Park

Discussion:

The Committee was provided with the following recommendation from the Recreation Committee meeting.

Recommendation No. RS-2019-041

Moved by: Chuck Durrant

Seconded by: Richard Beauchamp

Be it recommended that the Recreation Services Committee requests that Council reconsider Resolution No. 2019-3157 acknowledging receipt of Administrative Report No. CS-025-2019 and directing staff to release RFQ-CS-001-2019 to secure Realtor Services for the disposition of Bucke Park and consider that the land be sold by way of a Request for Proposal format with the evaluation weighted in favor of the land remaining as a public park and that the current date set for the removal of trailers from the park (October 14th, 2019) remain in effect.

Based on the discussions and information presented, the Committee was in support of the recommendation from the Recreation Committee.

Recommendation CS-2019-046

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby supports the recommendation from the September 9, 2019 Recreation Committee meeting in regards to the disposition of Bucke Park.



September 13, 2019 – 3:00 P.M. New Liskeard Boardroom – City Hall Chair – Councillor Jeff Laferriere

9.5 Animal Control

Discussion:

Laura Lee MacLeod informed the Committee that she recently received a request for a lottery licence from the City's contracted Animal Control Officer. Laura Lee suggested this could potentially be perceived as a conflict. Staff will follow up.

9.6 <u>Building Permit Fees</u>

Discussion:

The Committee was presented with the following recommendation from a recent Protection to Persons and Property Committee meeting where Clayton Seymour, CBO presented proposed increases to the Building Permit Fees, effective January 1, 2020. Clayton informed the Committee that it has been 5 years since the last increase. A full report will be presented for Council consideration in October.

Recommendation PPP-2019-044

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee hereby recommends that Council consider the revised Building Permit Fees with an effective date of January 1, 2020.

CARRIED

Recommendation CS-2019-046

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby supports the recommendation from the September 5, 2019 Protection to Persons and Property Committee meeting in regards to the the proposed Building Permit Fees.

CARRIED

9.7 TAC Extension Agreement

Discussion:

Laura Lee MacLeod presented a request for extension from a ratepayer who has previously defaulted on both an informal payment agreement and a formal agreement (By-Law).

Recommendation CS-2019-047

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee hereby declines the TAC Extension Agreement request.



September 13, 2019 – 3:00 P.M. New Liskeard Boardroom – City Hall Chair – Councillor Jeff Laferriere

9.8 Tri Town Sno Travellers agreement

Discussion:

Laura Lee MacLeod informed the Committee of the upcoming expiry of the 20-year agreement with the Tri Town Sno Travellers group in June of 2020. Once the lease expires, the building will revert back to the municipality with the group making a monthly lease payment of\$2,000/month. Laura Lee will be looking further into the agreement and will bring it back to the Committee if necessary.

10. CLOSED SESSION

Recommendation CS-2019-048

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee convenes into Closed Session at 3:52 p.m. to discuss the following matter:

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 a proposed or pending acquisition or disposition of land by the municipality or local board;
 - Roland Road/Raymond Street

CARRIED

Recommendation CS-2019-049

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee rise without report at 4:10 p.m.

CARRIED

11. NEXT MEETING

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

12. ADJOURNMENT

Recommendation CS-2019-050

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 4:12 p.m.

THE CITY OF TEMISKAMING SHORES JANUARY - SEPTEMBER 2019 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

Finance Department Contact: Laura-Lee MacLeod, Treasurer 26-Sep-19

SUMMARY - CAPITAL Revenues and Expenditures as at September 2019

2019 YTD

			. –	
		Total	Variance	%
CAPITAL	Actual	Budget	B/(W)	Change
Revenues	'			
Capital - General	1,179.3	4,598.8	(3,419.5)	-74.4%
Capital - Environmental	0.0	442.5	(442.5)	-100.0%
Total Revenues	1,179.3	5,041.3	(3,862.0)	-76.6%
Expenditures				
Capital - General	1,251.0	4,598.8	3,347.8	72.8%
Capital - Environmental	138.5	442.5	304.0	68.7%
Total Expenditures	1,389.5	5,041.3	3,651.8	72.4%
Net Position Capital	(210.2)	0.0	210.2	0.0%

GENERAL CAPITAL Revenues & Expenditures as at September 2019

			2019		
				Variance	%
Department	Project	Actual	Budget	B/(W)	GYR
REVENUES:	Transfer from Operations		974.2	(974.2)	
	Transfer from Reserves		298.4	(298.4)	
	Financing - fleet	914.5	1,022.0	(107.5)	
	Financing - NL Library		1,700.0	(1,700.0)	
	Federal Gas Tax		601.9	(601.9)	
	Provincial Funding	212.5	0.0	212.5	
	Partnership - Splashpad	49.8	1.0	48.8	
	Partnership - Others	2.5	1.3	1.2	
Total Revenues		1,179.3	4,598.8	(3,419.5)	
EXPENDITURES:					
Corporate Services:	Rackup Storage	6.5	6.6	0.1	100% X
corporate services.	Zero Turn Lawnmowers (2 - Cemetery)	8.4	12.0	3.6	100% X
FEMS:	Therman Imaging System	3.7	8.5	4.8	100% X
i Livio.	Rescue Equpment	19.7	24.6	4.9	100% X
Public Works:	2019 Roads Program	10.7	600.0	600.0	100% X
i ublic Works.	Golf Course Road Bridge		650.0	650.0	75% X
	Whitewood Avenue Pedestrian Crossing	27.1	40.0	12.9	100% X
	Shovel Ready Projects Design	27.1	75.0	75.0	100 /0
Solid Waste:	Landfill Expansion (EA, ECA & Design)	28.8	55.0	26.2	75% X
Oona Waste.	Landfill Expansion (engineering & tender)	20.0	75.0	75.0	1370
Property Mtnce:	NL Community Hall Accessibility Engineering	14.5	26.1	11.6	80% X
r roperty withce.	NL Arena Upgrades	22.2	45.0	22.8	100% X
	PFC Upgrades	32.7	29.5	-3.2	75% X
	NL Library Relocation	77.6	1,700.0	1,622.4	60% X
	Hiby Medical Centre Upgrades	52.2	53.0	0.8	100% X
Fleet:	Pumper/Tanker	426.7	426.5	-0.2	100% X
1 1000	Plow Truck	258.9	300.0	41.1	100% X
	Grader	233.6	300.0	66.4	100% X
	1/2 Ton Pick Up	200.0	35.0	35.0	75% X
	3/4 Ton Pick Up		38.0	38.0	75% X
Recreation:	Recreation Master Plan		40.0	40.0	50% X
110010utioni	Zero Turn Lawnmower	22.7	20.0	-2.7	100% X
	Glycol Looper NL Arena Compressor	6.9	15.0	8.1	50% X
	Haileybury Beach Mechanical Room	0.0	15.0	15.0	00 / A
	Floor Machine NL Arena	6.8	8.0	1.2	100% X
	Splashpad	2.0	1.0	-1.0	X
Total Expenditures	- F	1,251.0	4,598.8	3,347.8	
•					

ENVIRONMENTAL CAPITAL Revenues & Expenditures as at September 2019

		2019	
			Variance
REVENUES:	Actual	Budget	B/(W)
Tranfer from Operations		442.5	(442.5)
Total Revenues	0.0	442.5	(442.5)
EXPENDITURES:			
Hlby WTP Sedimentation Tank Rebuild	27.3	250.0	222.7
Dymond Looping Phase 2&3	32.3	70.0	37.7
Hlby WWTP Digester Rehabilitation	71.9	115.0	43.1
Auto Greaser for Vacuum Truck	7.0	7.5	0.5
Total Expenditures	138.5	442.5	304.0





<u>Memo</u>

To: Mayor and Council

From: Shelly Zubyck, Director of Corporate Services

Date: October 1, 2019

Subject: Appointment of Recreation Director

Attachments: Draft Appointment By-law

Mayor and Council:

The position of Director of Recreation will be vacant as of November 1, 2019 due to the retirement of Tammie Caldwell. The position of Director of Recreation was advertised on July 4, 2019 with a closing date of July 19, 2019.

Interviews were held on July 29, 2019 by the Hiring Committee and Council directed staff in Closed Session on August 6, 2019 to extend an offer of employment to Mathew Bahm as the Director of Recreation.

Mr. Bahm has accepted the position and it is recommended that Council direct staff to prepare the necessary by-law to appoint him as Director of Recreation effective October 1, 2019.

Prepared by: Reviewed and submitted for

Council's consideration by:

"Original signed by" "Original signed by"

Shelly Zubyck Christopher W. Oslund

Director of Corporate Services City Manager

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

Being a by-law to appoint the Director of Recreation for the City of Temiskaming Shores – Mathew Bahm

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. 026-2019-CS at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Mr. Mathew Bahm and the Director of Public Works for consideration at the October 1, 2019 Regular Council meeting m as Director of Recreation effective October 1st, 2019;

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

1. That Mathew Bahm be hereby appointed as Director of Recreation for The Corporation of the City of Temiskaming Shores effective October 1st, 2019.

Read a first, second and third time and finally passed this 1st day of October, 2019.

Mayor – Carman Kidd		





<u>Memo</u>

To: Mayor and Council

From: David B. Treen, Municipal Clerk

Date: October 1, 2019

Subject: Request for Sponsorship – Temiskaming Shores Seniors Housing Corp.

Attachments: None

Mayor and Council:

The Temiskaming Shores Seniors Housing Corp. (TSSHC) has submitted a letter of request as an not-for-profit organization for sponsorship in accordance with the City's Charitable Sponsorship Policy.

TSSHC has indicated that their fundraising campaign will include applications to the Frog's Breath Foundation, Trillium and Temiskaming Foundation.

Typically when an entity applies for sponsorship they also provide a copy of the application to be sent to the funding agency along with the amount being requested. In this instance TSSHC has yet to apply for the funding, thus have not provided a copy of the funding application.

The request for sponsorship is in keeping with the Policy; and it is recommended that Council provide sponsorship. It is further recommended that the sponsorship resolution indicated that TSSHC must supply a copy of the funding application to the City when submitting an application to the funding agency to permit the Treasurer to validate funds being flowed through the City are accurate.

It should also be noted that there is no need to sponsor any applications under the Temiskaming Foundation as there is a standing agreement with the City for funding through their agency.

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





Memo

To: Mayor and Council

From: Christopher W. Oslund, City Manager

Date: October 1, 2019

Subject: Disposition of Bucke Park – Chronology and Next Steps

Dear Mayor Kidd and Council:

On September 17, 2019 Council received Administrative Report RS-015-2019 regarding the Future Operations of Bucke Park. As a result of a tie-vote, Council defeated the resolution that was presented.

The purpose of this Memo is for staff to confirm Council's direction on next steps.

The following is a brief chronology of events relating to the proposed disposition of Bucke Park.

April 19, 2018

The Manager of Physical Assets advised the Building Maintenance Committee that there were structural issues with the Chalet floor at Bucke Park. He advised the Committee he would schedule a site visit with the CBO and a structural engineer to determine the extent.

April 27, 2018

The Manager of Physical Assets met with Steve Cairns from A2S Consulting Engineers and conducted a site visit. The CBO was unavailable at the time, however, Mr. Cairns sent the CBO a follow-up email advising him that the structural integrity of the wood floor had been compromised and was no longer capable of safely supporting the anticipated occupancy load. As a result, the City imposed an immediate restriction on access to the Chalet.

May 15, 2018

The Manager of Physical Assets advised the Building Maintenance Committee that access to the Chalet at Bucke Park had been restricted due to structural issues with the floor.

June 21, 2018

The Manager of Physical Assets provided the Building Maintenance Committee with a copy of the Structural Condition Evaluation for the Chalet at Bucke Park that was prepared by A2S Consulting Engineers dated June 18, 2018. A2S Consulting Engineers provided two (2) options for the repairs – Wood Floor at an estimated cost of \$145,829 and Concrete Floor at an estimated cost of \$164,279.

The Committee directed staff to investigate the following options:

- Removing the Chalet completely
- Proceeding with one of the two options outlined in the Engineers Report
- Divesting the Park

July 19, 2018

The Manager of Physical Assets advised the Building Maintenance Committee that staff is still looking at options and costings regarding Bucke Park. The City Manager advised the Committee that if the City divested itself of the Park there is a condition on title from Agnico-Eagle Mines Ltd.

<u>September 28, 2019</u>

The Manager of Physical Assets advised the Building Maintenance Committee that options are still being reviewed.

November 20, 2018

The Recreation Services Committee discussed the operations of Bucke Park and passed the following recommendation:

Moved by Carman Kidd Seconded by Jesse Foley

Be it recommended that the Recreations Services Committee approves the divesting of Bucke Park operations for the year 2020 and that staff include \$10,00 for trail development in the 2019 operating Budget and prepare an Administrative Report to Council.

February 4, 2019

Budget Meeting: The Director of Recreation provided Council with a financial overview of the Bucke Park Operations and provided three options: 1. Develop a 3-5 year plan for cost recovery; 2. Immediate rate change to reflect cost recovery; 3. Divest the Park. The Director asked Council if they viewed a municipal campground as a core function/service of the City. If yes, then we should proceed with a cost recovery plan. If no, then divest the park as of December 31, 2019.

Council passed the following resolution at the conclusion of their discussion.

Moved by Councillor Foley Seconded by Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores hereby directs staff to explore the option of divesting itself of Bucke Park Campground by December 31, 2019.

March 12, 2019

Council received Administrative Report RS-006-2019 and approved a 1 year extension with Larry Breault to operate Bucke Park for the 2019 Season because of the pending divestiture.

April 1, 2019

The City Manager advised the Corporate Services Committee that he has been in contact with Agnico Eagle Mines Ltd. and they are prepared to remove the condition on title that the property remain a public park. They are not interested in having the land revert to their ownership.

The Corporate Services Committee discussed options for the disposal of the Park and passed the following recommendation:

Moved by Danny Whalen

Be it resolved that the Corporate Services Committee hereby recommends that Council consider starting the Request for Proposal process for Realtor Services for the disposition of Bucke Park.

April 24, 2019

The Director of Recreation hosted the annual Bucke Park Campers meeting and advised those in attendance that the Park would be closed at the end of the 2019 Season and that a letter will be forwarded to all campers.

May 21, 2019

Council received Administrative Report CS-025-2019 and passed the following resolution:

Resolution No. 2019-315

Moved by: Councillor Laferriere Seconded by: Councillor Whalen

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

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

July 9, 2019

Administrative Report CS-029-2019 to select a realtor for the disposition of Bucke Park was removed from the Agenda as a Public Meeting had not been held in accordance with the Disposal of Real Property Policy.

August 13, 2019

Public Meeting was held on the Proposed disposition of Bucke Park. Approximately 50 people attended and requested that Council retain Bucke Park as a municipal campground. Mayor Kidd advised those in attendance that the matter would be referred back to Committee.

August 15, 2019

The Recreation Committee met and passed a recommendation that Council proceed with the disposition by way of a Request for Proposal with the evaluation weighted in favour of a proponent who would keep it as a public park.

September 13, 2019

The Building Maintenance Committee and Corporate Services Committee met and passed recommendations in support of the recommendation presented by the Recreation Committee.

September 17, 2019

A motion was presented at the September 17, 2019 Council meeting to continue the operation of Bucke Park as a function of the Recreation Services Department. The motion was defeated as the result of a tie-vote.

Prepared by:

"Original signed by"

Christopher W. Oslund City Manager



Subject: Amendments to By-law No. 2013-052 **Report No.:** CS-051-2019

Building Permit Fees Agenda Date: October 1, 2019

Attachments

Appendix 01: Proposed Amending By-law

Recommendations

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-051-2019;
- That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-052 for consideration of First and Second Reading at the October 1, 2019 Regular Council meeting;
- 3. That Council directs staff to provide notice to the public of the proposed Building Permit Application Fee changes (effective January 1, 2020) in accordance with Section 7.(6) of the Building Code Act and Section 8.7 of the Building By-law No. 2013-052; and
- 4. That Council agrees to hold a public meeting on Building Permit Application Fee changes at the November 5, 2019 Regular Council meeting.

Background

On May 31, 2013, Council passed By-law No. 2013-052 being a by-law to Regulate Construction, Demolition, Change of Use, Inspections, Permits and Associated Fees (Building By-law) and to repeal By-law No. 2005-066.

The Building By-law is written such that the existing building permit fees only recover some of the costs associated with the review of submissions to obtain a building permit, the issuance of the permit, the time required to inspect the project at certain stages of construction and if required, to provide an occupancy permit for new buildings.

The *Building Code Act*, 1992, S.O. 1992, Chapter 23 under Section 3.(1) makes the Council of each municipality responsible for the enforcement of this Act. Under Section 7.(1).(c) the Act allows a municipality to pass by-laws requiring the payment of fees and prescribing the amount of the fees.

The Building Permit fees have not been amended since January 1st, 2017. The proposed fee schedule was considered by the PPP Committee at the regular September 5th committee meeting and is being brought forward with recommendation from the Committee.



Analysis:

Staff proposes the following amendments to the Building By-law No. 2013-052:

- 1. Appendix 1 be replaced with the proposed amended flat fee and square footagebased permit fee schedule as attached.
- 2. Fee Schedule to be reviewed on a bi-annual basis in order to remain current.

Council is required to give notice to the public of proposed Building Permit Application Fee changes in accordance with Section 7.(6) of the Building Code Act and Section 8.8 of the Building By-law No. 2013-052. Once Council provides 1st and 2nd reading to the By-law, staff will give notice of a public meeting to be scheduled for November 5, 2019 at the Regular Council meeting. Notice will be published in the Community Bulletin section of the Temiskaming Speaker and Weekender, posted to the City's Facebook and website pages, and emailed to contractors and designers who are on the Chief Building Official's contact list.

Following adoption of the Building By-law amendments, staff recommends that Council amend the Fee By-law No. 2012-039 accordingly.

Alternatives

No alternatives were considered.

Financial / Staffing Implications

This item has been approved in the current budget: Yes \square No \square N/A \boxtimes This item is within the approved budget amount: Yes \square No \square N/A \boxtimes The time involved with the inspection, enforcement of the *BCA* and *OBC* and subsequent

re-inspection costs will be at least partially offset by these proposed fee changes.

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

<u>Submission</u>

Submission		
Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed"	"Original signed by'
Clayton Seymour Chief Building Official	Shelly Zubyck Director of Corporate Services	Christopher W. Oslund City Manager

Corporate Services Page 2

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

Being a by-law to amend By-law No. 2013-052 being a by-law to regulate Construction, Demolition, Change of Use, Inspections, Permits and associated Fees

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

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

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

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

And whereas Section 7.(1) of the Building Code Act, 1992, S.O. 1992, Chapter 23, as amended provides that a Council may pass by-laws and make regulations, applicable to the matters for which and in the area in which the municipality has jurisdiction for the enforcement of this Act;

And whereas Section 7.(8.1) of the Building Code Act, 1992, S.O. 1992, Chapter 23, as amended provides that Section 398 of the Municipal Act, 2001, S.O. 2001, c. 25 applies, with necessary modifications, to fees established by a municipality under clause 7.(1)(c) of the Building Code Act;

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

And whereas Section 398.(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the treasurer of a municipality may add fees and charges imposed by the municipality to the tax roll;

And whereas Council adopted By-law No. 2013-052 being a by-law to regulate Construction, Demolition, Change of Use, Inspections, Permits and associated Fees (Building By-law) on May 21, 2013;

And whereas Council considered Administrative Report No. CS-051-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the

necessary by-law to amend By-law No. 2013-052 to modify and impose Building Permit Application fees;

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

- That Council hereby amends By-law No. 2013-052 by deleting Appendix 01 - Classes of Permits and Permit Fees and replacing it with Schedule "A" - Building Permit Fees Structure, a copy of which is attached hereto and forming part of this by-law.
- 2. That is by-law is effective as of January 1, 2020.
- 3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read a first and second time this 1st day of October, 2019.

	Mayor – Carman Kidd	
	Clerk – David B. Treen	
Read a third time and finally passed this _	day of, 2019.	
	Mayor – Carman Kidd	
	Clark - David B. Treen	

Appendix 01 Building Permit Fees Structure

The fees payable by the applicant or authorized agent for a construction, demolition, change of use, conditional permit or inspection fees shall be as follows:

Permit fees shall be **\$9.50 per thousand** based on a value of <u>contract</u> price. If there is no contract price in a written agreement, the permit fee will be calculated by Building Department as follows:

Residential	\$1.45 per sq ft
Residential Retrofit	\$0.85 per sq ft
Residential Accessory Building	\$0.65 per sq ft
Residential Deck	\$0.50 per sq ft
Seasonal Building no interior finish (insulation, sheeting, etc.)	\$0.85 per sq ft
Commercial/Industrial/Assembly/Institutional	\$2.60 per sq ft
Commercial/Industrial/Assembly/Institutional Retrofit	\$1.45 per sq ft
Commercial/Industrial/Assembly/Institutional Cold Storage	\$0.85 per sq ft

<u>Flat Fee</u>
Res / Comm
\$175 / \$275
\$275 / \$450
\$125 / \$200
\$250 / \$425
\$95 / \$175
\$95 / N/ A
\$95 / \$175
\$125 / \$225
\$95 / \$175
\$225 / \$375

<u>Agricultural</u>	Rate per sq ft
Farm buildings / additions	\$0.60
Prefabricated storage silos	\$175 Flat Fee
Pole barn / coverall	\$0.45
Restoration	\$0.30

<u>Demolitions:</u> <u>Flat Fee</u>

City of Temiskaming Shores	Schedule "A" to		
Building By-law	By-law No. 2019-000		
Residential	\$ 95		
Agricultural	\$ 95		
Commercial/Industrial/Assembly/Institutional	\$175		

Other:	Flat Fee
Change of use permit	\$95
Change of use if construction is required	\$95 + fee formula
Permit renewal/dormant file	\$95
Moving permit (relocation of structure over 108 sq ft to or from a property)	\$175
Inspection request by owner/re-inspection	\$55 each visit
Administrative charge	\$55
Accessible Upgrade	\$55
Revisions	\$65
Orders	\$200

Notes:

There shall be an administration charge equal to one and a half times the above calculated fees, applied to all construction that begins prior to the issuance of a permit;

No permit shall be less than \$95.00;

Fees will be rounded to the nearest dollar;

Conditional and partial permits will be calculated at the regular rate for the complete project.



City of Temiskaming Shores **Administrative Report**

Subject: Lease – Josee & Marc Dupuis - Hlby Report No.: CS-052-2019

Arena Concession Agenda Date: October 1, 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-052-2019; and
- That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Josee and Marc Dupuis for the use of the Shelley Herbert-Shea Memorial Arena Concession Stand from October 1, 2019 to April 30, 2020 for consideration at the October 1, 2019 Regular Council meeting.

Background

Each year the City advertises for operators of concessions which includes the Shelley Herbert-Shea Memorial Arena.

<u>Analysis</u>

The Concession Package was advertised in the City of Temiskaming Shores City Bulletin.

No applications were received.

On September 11th, 2018, Council entered into an agreement with Josee and Marc Dupuis for the operation of the concession at the Don Shepherdson Arena. The Dupuis' operated the concession in Haileybury last season as well and have agreed to a one-year renewal for the upcoming season.

A draft lease agreement for the use of the space is attached as Appendix 01. The lease agreement outlines all covenants for the lessee and lessor including the provision of Josee and Marc Dupuis providing the City with a copy of their insurance policy naming the City as an additional insured.

Financial / Staffing Implications

This item has been approved in the current budget:	Yes	No 🗌	N/A 🖂
This item is within the approved budget amount:	Yes	No 🗌	N/A 🖂

Corporate Services Page 1



Staff is recommending that the City enter into one-year lease agreement with Mr. and Mrs. Dupuis at a rate of \$200 per month.

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 Christopher W. Oslund

Director of Corporate Services City Manager

Corporate Services Page 2

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

Being a by-law to enter into a Lease Agreement with Josee and Marc Dupuis for the operation of the Shelly Herbert-Shea Memorial Arena Concession – October 1, 2019 to April 30, 2020

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

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

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

And whereas Council considered Administrative Report CS-052-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with the Josee and Marc Dupuis for the operation of the Shelly Herbert-Shea Memorial Arena Concession stand from October 1, 2019 to April 30, 2020 for consideration at the October 1, 2019 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into a Lease Agreement for the operation of concession services at the Haileybury Arena;

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

- That the Mayor and Clerk be authorized to enter into a Lease Agreement with Josee and Marc Dupuis for the operation of the Shelly Herbert-Shea Memorial Arena Concession Stand for the period covering October 1, 2019 to April 30, 2020, 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.

Mayor – Carman Kidd

Read a first, second and third time and finally passed this 1st, day of October, 2019.

Clerk - David B. Treen



Schedule "A" to

By-law No. 2019-000

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Josee and Marc Dupuis

For the operation of the Haileybury Arena Concession Stand

The Corporation of the City of Temiskaming Shores

- and -

Josee and Marc Dupuis

LEASE

Shelly Zubyck
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J IK0

This lease made this 1st day of October, 2019

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called the "Landlord")

And:

Josee and Marc Dupuis

(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming.

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the Landlord's Building known as the Concession containing a rentable area located at the Haileybury Arena in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing on October 1, 2019 to April 30, 2020.

3. Rent

The Tenant shall pay the Landlord Two Hundred Dollars (\$200) plus applicable taxes per month payable on the first day of each month from October 1, 2019 to April 30, 2020.

4. Renewal

The Tenant, upon the satisfaction of the City, shall have the right to renew the agreement under the same conditions and provisions contained herein.

The City reserves the right to seek proposals or renegotiate the conditions and provisions for the lease of the premises if it is felt in the best interest of the City to do so.

5. Business Services

The Tenant will work in good faith with the City of Temiskaming Shores to schedule hours to reflect any changes in the scheduling of ice time; to be open for all Haileybury Figure Skating Club Skating Shows, and all hockey tournaments.

6. Healthy Eating at Recreation Settings (HERS)

The Operator shall supports the promotion of affordable healthy options at municipal facilities by committing to the Healthy Eating at Recreations Settings (HERS) program

as outlined in Appendix 01 attached herein.

7. Tenants Covenants

- a) Rent to pay rent;
- **b) Operations –** be responsible for operating the vending machines and to serve Coca Cola products only;
- **c) Telephone** to pay when due the cost of telephone supplied to premises if required;
- d) Insurance To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) two million dollars (Canadian), inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- e) 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;
- f) 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;
- g) 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;
- h) 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;

- i) 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;
- j) Alterations not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and
- **k)** Use of Building the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

8. 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 Tenant on account thereof;
- **c) Electricity and water** to pay for the electricity and water supplied to the premises;
- **d) Refuse Collection** The City <u>shall not</u> provide any additional refuse or recycling receptacles or collection specific to this operation;
- **e) Structural soundness** to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

9. Provisos

Provided always and it is hereby agreed as follows:

- a) Fire In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord 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 Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- b) Damage to property The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- c) Impossibility of performance It is understood and agreed that whenever and to the extent that the Tenant 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 Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- d) Default of Landlord 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 Landlord 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 Tenant 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;

- e) Bankruptcy of Landlord In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord 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 Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord 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 Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant 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 Tenant may reenter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- f) Distress The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- g) Right of re-entry On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord 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 Landlord shall be liable to the Tenant for any deficiency;
- h) Right of termination by the Landlord The lease may be terminated for any valid operational reason;
- i) Right of termination by the Tenant On the Tenant's becoming entitled to reenter the premises under any of the provisions of this lease, the Tenant, in
 addition to all other rights, shall have the right to terminate this lease forthwith by
 leaving upon the premises notice in writing of its intention, and thereupon rent
 and any other payments for which the Landlord is liable under this lease shall be
 computed, apportioned and paid in full to the date of such termination, and the
 Landlord shall immediately deliver up possession of the Premises to the Tenant,
 and the Tenant may re-enter and take possession of the premises;
- j) **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 Tenant, to it, at c/o Shelly Zubyck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Landlord, 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.

10. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

Remainder of this page left blank intentionally

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

Signed and Sealed in) the presence of)	Josee and Marc Dupuis	
)))	Josee Dupuis	
)	Marc Dupuis	
Municipal Seal)))	Corporation of the City of Temiskaming Shores	
)))	Mayor – Carman Kidd	
)	Clerk – David B. Treen	

Healthy Eating at Recreation Settings

The City of Temiskaming Shores supports the promotion of affordable healthy options at municipal facilities, the Concession Operator is required to commit to the following:

- Fruit smoothies and fresh fruit are mandatory menu items and must be available at all times when the concessions are open. The concession must also have at least 1 healthy grilled sandwich available at all times.
- Commit to have bottled water available at all times and consider option of 100% fruit juice in smaller bottles, as well as milk.
- Fruit smoothies and healthy grilled sandwiches must be prepared following the recipes provided/approved by the Timiskaming Health Unit Registered (THU) Dietitians. Preparing fruit smoothies with fruit juice and/or flavored syrup is not permitted.
- ➤ If Vending Machines are included in the lease agreement the Concession Operators must commit to include at least 20% (1 healthy option for every 4 other options available) of healthy items in the vending machines. A list of healthy options from the THU will be provided. If in doubt about what other healthy options can be included in the vending machines please contact the Registered Dietitians at the Timiskaming Health Unit.
- Prices for healthy options to be the same or lower than the prices for similar menu options.
- Freggie Fuel branded materials must be used by concession operators to promote the healthy options available at all times. This includes: a posted menu board for healthy choices, a sandwich menu board, a large Freggie cut-out and Freggie Fuel stickers for both smoothie cups and fresh fruit pieces. If in need for more materials (such as stickers) contact the Timiskaming Health Unit. The Proponent to include other branded materials suggested and provided by the City of Temiskaming Shores.
- The City of Temiskaming Shores may plan and implement ongoing promotional initiatives to encourage patrons' consumption/purchase of the healthy options available. These initiatives will be at no-cost to the operators.
- Additional healthy items Adding other healthy options to the menu is encouraged by the City of Temiskaming Shores. Those healthy items must follow these general healthy eating guidelines: high in vitamins & minerals, whole grains and fiber **and** low in sodium, added sugars, trans and saturated fat. Any new proposed healthy items to be submitted to the Timiskaming Health Unit for approval.
- Concession operators are required to keep track of the sales for the healthy options and provide the City of Temiskaming Shores with this information on a monthly basis for the 2018-2019 season. A tracking sheet will be provided.
- > The City of Temiskaming Shores reserves the right to modify the HERS requirement.



Subject: Lease - Spur Line Concession **Report No.**: CS-053-2019

Stand Agenda Date: October 1, 2019

Attachments

Appendix 01: Proposal Evaluation – RFP-CS-005-2019

Appendix 02: Draft Agreement

Recommendations

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-053-2019; and
- 2. That Council directs staff to prepare the necessary By-law to enter into a five (5) year lease agreement with Kyle and Maria Overton for the operation of the New Liskeard Spur Line Concession for consideration at the October 1, 2019 Regular Council meeting.

Background

On September 30th, 2019, the current lease agreement for the New Liskeard Spur Line expired. In July, Council directed staff to release RFP-CS-005-2019 to secure a lessee to operate the Spur Line Concession Booth located on the Waterfront in New Liskeard. The RFP closed on September 5th, 2019.

Analysis

Four (4) submissions were received in response to RFP-CS-005-2019.

The evaluation committee consisting of the City Manger, the Director of Corporate Services and the Director of Recreation evaluated the received proposals in accordance with the Evaluation Criteria. The Evaluation Criteria are attached as Appendix 01.

The Committee's evaluation results are as follows:

Proponent	Proposed Rental Amount	Evaluation Score
Kyle and Maria Overton	\$10,000	2,980
Josee Dupuis	\$8,500	2,830
Liv n' Gracie's	\$8,000	2,690
Jacob Laforest	\$8,000	2,690

Corporate Services Page 1





After careful consideration staff is recommending entering into a five (5) year lease agreement with Kyle and Maria Overton for the use of the New Liskeard Spur Line Concession. The RFP proposed a three (3) year agreement, however, the Overton's have requested a five (5) year agreement. This term remains consistent with the length of time the previous tenant leased the space.

On September 9th, 2019, the Recreation Committee met and passed a resolution supporting a five-year agreement with the Overton's.

The Corporate Services Committee met on September 13th, 2019 and passed a recommendation supporting the Recreation Committee.

The start date for the new lease agreement will be January 1st, 2020 for a period of five (5) years.

Attached as Appendix 02 is the draft agreement. No renewal clause has been included in the lease agreement so that a fair and equitable process will be maintained and another Request for Proposal can be released in 2024.

Financial / Staffing Implications				
This item has been approved in the c	current budget:	Yes	No 🗌	N/A 🖂
This item is within the approved budg	get amount:	Yes	No 🗌	N/A 🖂
Currently the City receives \$5,000 p agreement will bring in revenues of \$	•		he space.	The new lease
<u>Alternatives</u>				
No alternatives were considered in the	ne preparation o	of this repo	rt.	
<u>Submission</u>				
Prepared by:	Reviewed a			
"Original signed by"	"Original signed by"			
Shelly Zubyck Director of Corporate Services	Christophe City Manag		d	

Corporate Services Page 2

Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals as well in person interviews and presentations.

The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

CITY PROPOSAL EVALUATION CRITERIA

Ability to Meet Specifications	Weight	Points	Maximum Total Points
Ability to Provide Liability Coverage	5	10	50
Ability to Provide WSIB Coverage	5	10	50
Proposed Hours of Operation	10	10	100
Proposed Use of the Space	10	10	100
Relevant or related experience (qualifications, experience, other pertinent information)	20	10	200
Estimated Fees and Disbursements Cost estimates are evaluated for completeness and lowest is scored 10 points, next 9 points, etc. Prices within a small differential will be scored as equal.	50	10	500

Corporate Services Page 3

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

Being a by-law to enter into a lease agreement with Kyle and Maria Overton for the operation of the Spurline Concession at the Waterfront

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

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

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

And whereas Council considered Administrative Report CS-053-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a five (5) year lease agreement with Kyle and Maria Overton for the operation of the Spurline Concession at the waterfront for consideration at the October 1, 2019 Regular Council meeting;

And whereas the Council of the City of Temiskaming Shores deems it expedient to enter into an agreement for the operation of the Spurline Concession;

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

- 1. That the council of The Corporation of the City of Temiskaming Shores agrees to enter into a five (5) year lease agreement with Kyle and Maria Overton for the operation of the Spurline Concession; a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
- 2. That the Mayor and the Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of the City of Temiskaming Shores.
- 3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Mayor – Carman Kidd

Read a first, second and third time and finally passed this 1st day of October, 2019.

Clerk - David B. Treen

Schedule "A" to By-law No. 2019-000

Dated this 1st day of October, 2019

The Corporation of the City of Temiskaming Shores

- and -

Kyle and Maria Overton

LEASE

Shelly Zubyck
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J IK0

This agreement made in duplicate this 1st day of October, 2019.

Between:

City of Temiskaming Shores

(Hereinafter called the "City")

And:

Kyle and Maria Overton

(Hereinafter called the "Tenant")

Whereas the City is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming as illustrated in Appendix 01, attached hereto and forming part of this by-law;

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

1. Leased premises

The City hereby demises and leases to the Tenant part of the City's Building known as the **Spurline Concession** containing a rentable area for concession operations of approximately Four Hundred square feet (400 ft²) in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing January 1, 2020 to December 31, 2024.

3. Rent

The Tenant shall pay the City Two Thousand Dollars (\$2,000) plus applicable taxes on the first day of each month of May, June, July, August and September during the term of the agreement (\$10,000 plus applicable taxes annually).

The City reserves the right to review and adjust the rental rate after the first year in relation to operational costs, more specifically electricity costs.

Rent is payable to the City of Temiskaming Shores. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0 unless some other method of payment is agreed to by the parties hereto.

4. Healthy Eating at Recreation Settings (HERS)

The Tenant shall support the promotion of affordable healthy options at municipal facilities by committing to the Healthy Eating at Recreations Settings (HERS) program as adopted by Council and any amendments thereto.

5. Tenant's Covenants

Schedule "A" to By-law No. 2019-000

- a) Rent to pay rent;
- b) Insurance To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **Two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof. Proof of insurance must be supplied to the City prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) Equipment that if the City owned equipment provided, as described in Appendix 2 as amended from time to time, becomes 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) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the City forthwith on demand;
- d) Maintenance of Grease Interceptor it is the responsibility of the Tenant to ensure the grease interceptor is properly maintained on a regular basis in accordance to Section 11.2 Food Related Grease Interceptors of By-law 2012-032, hereto attached and forming part of this agreement as Appendix 3.
- e) Repair to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the City to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- f) Cost of repair where Tenant at fault that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the City forthwith on demand;
- g) Assigning or subletting not to assign, sublet or part with possession of any part of the premises without leave of the City, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- h) Entry by City to permit the City or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall

not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the City shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- i) Indemnity to indemnify and save harmless the City against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- j) Alterations not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the City but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the City shall submit to the Tenant or the City's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the City; and
- **k) Use of Building -** the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

6. City's Covenants

The City covenants with the Tenant;

- a) Quiet enjoyment for the quiet enjoyment;
- **b) Taxes** to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) Electricity and water to pay for the electricity and water supplied to the premises;
- **d) Refuse Collection** The City **shall not** provide any additional refuse or recycling receptacles or collection specific to this operation:
- **e) Structural soundness** to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

7. Provisos

Provided always and it is hereby agreed as follows:

- Schedule "A" to By-law No. 2019-000
- a) Fixtures The City may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or City's fixtures in or upon the premises, whether placed there by the City or by the Tenant, shall be the Tenant's property without compensation therefore to the City 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 Tenant, instead of re-building or making the premises fit for the purpose of the City, may at its option terminate this lease on giving to the City 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 City is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the City shall immediately deliver up possession of the premises to the Tenant
- c) Damage to property The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the City or to the employees of the City or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other City;
- d) Impossibility of performance it is understood and agreed that whenever and to the extent that the Tenant 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 Tenant shall be relieved from the fulfillment of such obligation and the City shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.
- e) Default of City 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 City 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 Tenant 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 City in case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the City 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 City shall at any time be seized in execution or attachment by any creditor of the City or if the City 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 City is a company any order shall be made for the winding up of the City), then in any such case this lease shall at the option of the Tenant 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 Tenant may re- enter and take possession of the premises as though the City 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 City waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the City 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 Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the City, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the City, and receive the rent therefore, and as agent of the City 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 City shall be liable to the Tenant for any deficiency;
- i) Right of termination by the City The lease may be terminated for any valid operational reason;
- j) Right of termination by the Tenant the Tenant, in addition to all other rights, shall have the right to terminate this lease by providing sixty (60) days notice in writing of its intention, and thereupon rent and any other payments for which the City is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the premises;
- k) Notice 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 Tenant: The Owner:

Kyle & Maria OvertonCity of Temiskaming Shores105 Driftwood DriveP.O. Box 2050 / 325 Farr DriveNew Liskeard, OntarioHaileybury, OntarioP0J 1P0P0J 1K0

Attn.: Kyle or Maria Overton Attn.: Shelly Zubyck

8. 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 City 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.

9. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

Remainder of this page left blank intentionally

Signed and Sealed in the presence of	Kyle and Maria Overton
))	Owner/Operator – Kyle Overton
))	Owner/Operator – Maria Overton
Municipal Seal))	Corporation of the City of Temiskaming Shores
)))	Mayor – Carman Kidd
)))	 Clerk – David B. Treen



Municipally Owned Equipment Included:

- ➤ Hot Dog machine
- ➤ Garland 36" counter top griddle
- > Stainless Steel counter stand for griddle
- ➤ Garland 2 basket Fryers (2)
- > Food Prep table with refrigeration 48"
- > Stainless Steal 3 bay sink
- 2 Door commercial refrigerator 60"
- > Single Door up right freezer
- > Wall Mounted Air Conditioning Unit

Section 11.2 of By-law 2012-032

11.2 Food Related Grease Interceptors

- 11.2.1 Every owner or operator of a restaurant in an industrial, commercial or institutional premise that prepares, cooks, or processes food products and is connected directly or indirectly to a sewer, shall install and maintain a properly functioning grease interceptor.
- 11.2.2 Every owner or operator of a grease trap required under section 11.2.1 shall ensure that every effort is taken to minimize or limit grease from entering the City's sanitary sewer system.
- 11.2.3 All new or replacement grease traps required under section 11.2.1 shall ensure that they are isolated from any discharge from a glass washer, dishwasher or any appliance which discharges hot water at a temperature greater than 65 C (degrees Celsius) but not a hot water tank.
- 11.2.4 The use of emulsifying degreasers to clean grease traps is prohibited.
- 11.2.5 The Director may order an owner or operator of a grease trap required under section 11.2.1 to undertake regular maintenance of the grease trap and to maintain a maintenance log to document when maintenance work is performed.
- 11.2.6 The owner or operator of a grease trap required under section 11.2.1 shall at all time ensure that all maintenance records required by way of an order are fully accessible to the Director of Public Works for the purpose of observing that proper maintenance practices are being followed.
- 11.2.7 Where the City is required to remove blockages of grease from a sanitary sewer and an inspection of any adjacent premises with a grease trap required pursuant to section 11.2.1 indicates that the grease trap is not functioning properly or is not being adequately maintained, the premises will be billed for the City's cost to unplug the sewer even if it is not possible to show that the premises caused the blockage. If the inspection shows that more than one premise has not maintained a grease trap the costs shall be split evenly between each premises.



Subject: SPCA – TSSHC Report No.: CS-054-2019

310 Grant Drive Agenda Date: October 1, 2019

Attachments

Appendix 01: Draft by-law to enter into Site Plan Agreement

Appendix 02: Draft Site Plan Agreement

Recommendations

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-054-2019; and
- 2. That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with the Temiskaming Shores Seniors Housing Corporation for 310 Grant Drive for consideration at the October 1, 2019 Regular Council meeting.

Background

The City of Temiskaming Shores transferred the property at 310 Grant Drive to the Temiskaming Shores Seniors Housing Corporation (TSSHC) as support for the development of a multi-unit residential development for seniors. TSSHC applied for a Zoning By-law amendment for the project, which was approved on May 21, 2019 (By-law 2019-087). TSSHC subsequently applied to the City for a site plan agreement to move toward obtaining the Building Permit for the development.

Members of the City of Temiskaming Shores Accessibility Advisory Committee (TSAAC) reviewed the plans with City staff on July 17, 2019. TSAAC members were very pleased with the accessibility features included in the site plan. The following resolution was passed:

Whereas the Temiskaming Shores Accessibility Advisory Committee has reviewed the site plan drawings submitted by CGV Builders on behalf of the Temiskaming Shores Seniors Housing Corporation for the proposed 68-unit seniors housing development;

Whereas TSAAC is pleased with the accessibility features of the site plan and commends the applicant on their inclusion of these features;

Be it resolved that TSAAC recommends that Council ensure that the accessibility features are included in the site plan control agreement between the landowner and the City.

Analysis

Due to the location of the property and the drainage patterns in the area the Ministry of Transportation required input into the stormwater management design. The initial stormwater management report was submitted to MTO on May 31, 2019 and initial

Corporate Services Page 1



comments were received on July 25, 2019. MTO requested additional information be submitted before the stormwater management plan could be approved. The additional information was submitted on August 12, 2019, and final approval was issued by MTO on September 23, 2019. The approved stormwater management plan is included as an appendix to the Site Plan Agreement.

Subsequent to the submission of revised plans after initial staff review, the Public Works Department identified a concern with the proposed relocation of the existing fire hydrant in proximity to the proposed entrance driveway. Details were reviewed with the applicant and it was determined that the existing hydrant could remain in place if the entrance driveway was reconfigured to accommodate a larger separation between the driveway and the hydrant. The reconfiguration was accomplished and is shown on Appendix 16 to the proposed agreement. This reconfiguration supersedes the configuration of the driveway and location of the hydrant as shown on the other site plan drawings.

Staff recommend that Council adopt a by-law to enter into a Site Plan Agreement with the Temiskaming Shores Seniors Housing Corporation. The agreement will be registered on title to the property at the owner's expense.

Financial / Staffing Implications N/A This item has been approved in the current budget: Yes No 🗌 N/A This item is within the approved budget amount: Yes | | No I I Staffing implications related to this matter are limited to normal administrative functions and duties. **Alternatives** No alternatives were considered. Submission Reviewed and approved by: Prepared by: Reviewed and submitted for Council's consideration by: "Original signed by" "Original signed by" "Original signed by" Chris Oslund Jennifer Pye, MCIP, RPP Shelly Zubyck, CHRP **Director of Corporate** Planner City Manager Services

Corporate Services Page 2

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

Being a by-law to authorize the execution of a Site Plan Control Agreement with the Temiskaming Shores Seniors Housing Corporation for 310 Grant Drive Roll No. 54-18-020-002-069.10

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 Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

And whereas the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2018-097 designating the City of Temiskaming Shores as Site Plan Control Areas;

And whereas Council considered Administrative Report No. CS-054-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with the Temiskaming Shores Seniors Housing Corporation for consideration at the October 1, 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:

- The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with the Temiskaming Shores Seniors Housing Corporation for 310 Grant Drive, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
- 2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register Schedule "A" to this by-law; and
- 3. That this by-law takes effect on the day of its final passing; and
- 4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical,

gra	mma	tical	, semanti	cally or des	criptiv	e na	ture or ki	nd to	o the	by-law	and sch	edule
as	may	be	deemed	necessary	after	the	passage	of	this	by-law,	where	such
mo	difica ⁻	tions	s or corre	ctions do no	t alter	the	intent of	the b	oy-lav	N.		

Read a first, second and third time and finally passed this 1st day of October, 2019.

Mayor – Carman Kidd	 	
Clerk – David B. Treen	 	



Schedule "A" to

By-law No. 2019-000

Site Plan Control Agreement

(Temiskaming Shores Seniors Housing Corporation)

This agreement, made in triplicate, this 1st day of October, 2019.

Between:

The Corporation of the City of Temiskaming Shores

325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0 (hereinafter called the "**City**")

And:

Temiskaming Shores Seniors Housing Corporation

135 Bruce Street, Haileybury, ON P0J 1K0 (hereinafter called the "**Owner**")

Whereas the City of Temiskaming Shores enacted Site Plan Control Area By-law No. 2018-097 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "**Act**");

And Whereas By-law No. 2018-097 also sets out policies for site plan control assurances;

And Whereas by an application dated on or about May 30, 2019, the Owner applied to the City for site plan approval in respect of its development described in Schedule "A";

And Whereas the Owner owns the property described as 310 Grant Drive; Dymond Concession 3 North Part of Lot 9; RP 54R-6021 Parts 3 and 4, RP 54R-6084 Parts 1-6;

Now Therefore in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

Conditions for Site Plan Control Agreement

This Agreement shall apply to the Lands, and to the development and redevelopment of the Lands.

The Owner covenants and agrees:

- 1. That no development or redevelopment will proceed on the Lands except in accordance with the Plans approved by the City pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more specifically identified in Appendix 1 to 18 inclusive attached hereto (collectively, the "Plans");
- 2. That the proposed buildings, structures and other works shown on the Plans with respect to the Lands shall be completed in conformity with the Plans;
- 3. To carry out all works in such a manner as to prevent erosion of earth, debris and

other material from being washed or carried in any manner onto any road or road allowance whether opened or unopened or onto the property of any other person or persons;

- 4. To provide and construct all stormwater management works and drainage of the Lands to the satisfaction of the City and the Ministry of Transportation (the "MTO") acting reasonably, as shown on the Plans; and further agrees to maintain same to the satisfaction of the City and the MTO;
- 5. To construct an entrance/exit in the locations as shown on the Plans to the satisfaction of the City;
- 6. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
- 7. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the MTO and the City's Public Works Department and Building Department;
- 8. That the City will be responsible for the extension of municipal water and sanitary sewer services from the mains on Grant Drive to the property line;
- 9. That all required work on the property in respect to municipal water and sanitary sewer must be carried out in accordance with City specifications, by a contractor approved by the City, at the expense of the Owner;
- That the Owner's engineer shall conduct testing of water and sanitary sewer services and confirm in writing to the Director of Public Works that testing has been completed to the satisfaction of the City;
- 11. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner's engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications.
- 12. That all entrances, exits and fire routes within the parking areas shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City acting reasonably, failing which the City shall notify the Owner in writing by registered mail and allow the Owner two (2) business days from receipt of the written notice to perform the required work. If the Owner does not complete the required work within two (2) business days the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all reasonable costs, by action or in like manner as municipal taxes (post project completion) as provided as taxes that are overdue and payable.

- 13. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within one (1) year of the issuance of an Occupancy Permit. That all work shown on the Plans that is legislated by Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
- 14. That all conditions as set out in the agreement and as shown on the Plans inclusive, shall be completed within two (2) years of the issuance of any building permit. All work shown on the Plans that is legislated by the Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
- 15. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$184,863.90 in Canadian Dollars by way of a certified cheque, cash or an irrevocable Letter of Credit to ensure the satisfactory performance of all work to be done on the subject lands, to ensure fulfilment of all terms and conditions of this Agreement.
 - (a) The Letter of Credit must be arranged such that draws may be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.
 - (b) Upon completion of all works and services required by this Agreement to the satisfaction of the City acting reasonably, the City shall return any deposit to the then owner of the property.
 - (c) Should the owner fail to comply with the terms and conditions of this agreement the City may undertake the required work. Should the owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.
 - (i) Should the cost exceed the amount of the deposit, the City will invoice the Owner for the additional amount.
- 16. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the Owner or its contractors, officers, servants or agents, provided such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence on the part of the Owner or its contractors, officers, servants or agents.
- 17. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.

- 18. That the Owner consents to the registration of this Agreement against the Lands by way of "Notice of Agreement" and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title.
- 19. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement.
- 20. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
- 21. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment.
- 22. The following Appendices are attached to this agreement:
 - Appendix 1 SITE PLAN; DRAWING #: C100; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
 - Appendix 2 SITE LAYOUT; DRAWING #: C101; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
 - Appendix 3 EXISTING CONDITIONS AND REMOVALS; DRAWING #: C102; DRAWN BY: JP; ISSUE D ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
 - Appendix 4 SITE SERVICING; DRAWING #: C103; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
 - Appendix 5 SITE GRADING; DRAWING #: C104; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
 - Appendix 6 TYPICAL SECTIONS AND DETAILS; DRAWING #: C105; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.

- Appendix 7 TYPICAL SECTIONS AND DETAILS; DRAWING #: C106; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 8 CONSTRUCTION NOTES; DRAWING #: C107; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 9 PARTIAL ELEVATIONS BLOCK A1; DRAWING #: A400; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 10 PARTIAL ELEVATIONS BLOCK A2; DRAWING #: A401; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 11 PARTIAL ELEVATIONS BLOCK A2; DRAWING #: A402; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 12 PARTIAL ELEVATIONS BLOCK B1; DRAWING #: A403; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 13 PARTIAL ELEVATIONS BLOCK C1 & C2; DRAWING #: A404; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 14 PARTIAL ELEVATIONS BLOCK C2; DRAWING #: A405; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 15 ELECTRICAL SITE PLAN LIGHTING; DRAWING #: E003; DRAWN BY: GB; ISSUE B ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 16 REVISED ENTRANCE LAYOUT; DRAWING #: SKC0-1; DRAWN BY: CT; PLOT DATE: Thursday September 12, 20193:12:13PM; TEMISKAMING SHORES SENIORS HOUSING CORP. (the configuration of the entrance and fire hydrant

location shown on this drawing supersedes the locations of these installations shown on other drawings included in this agreement)

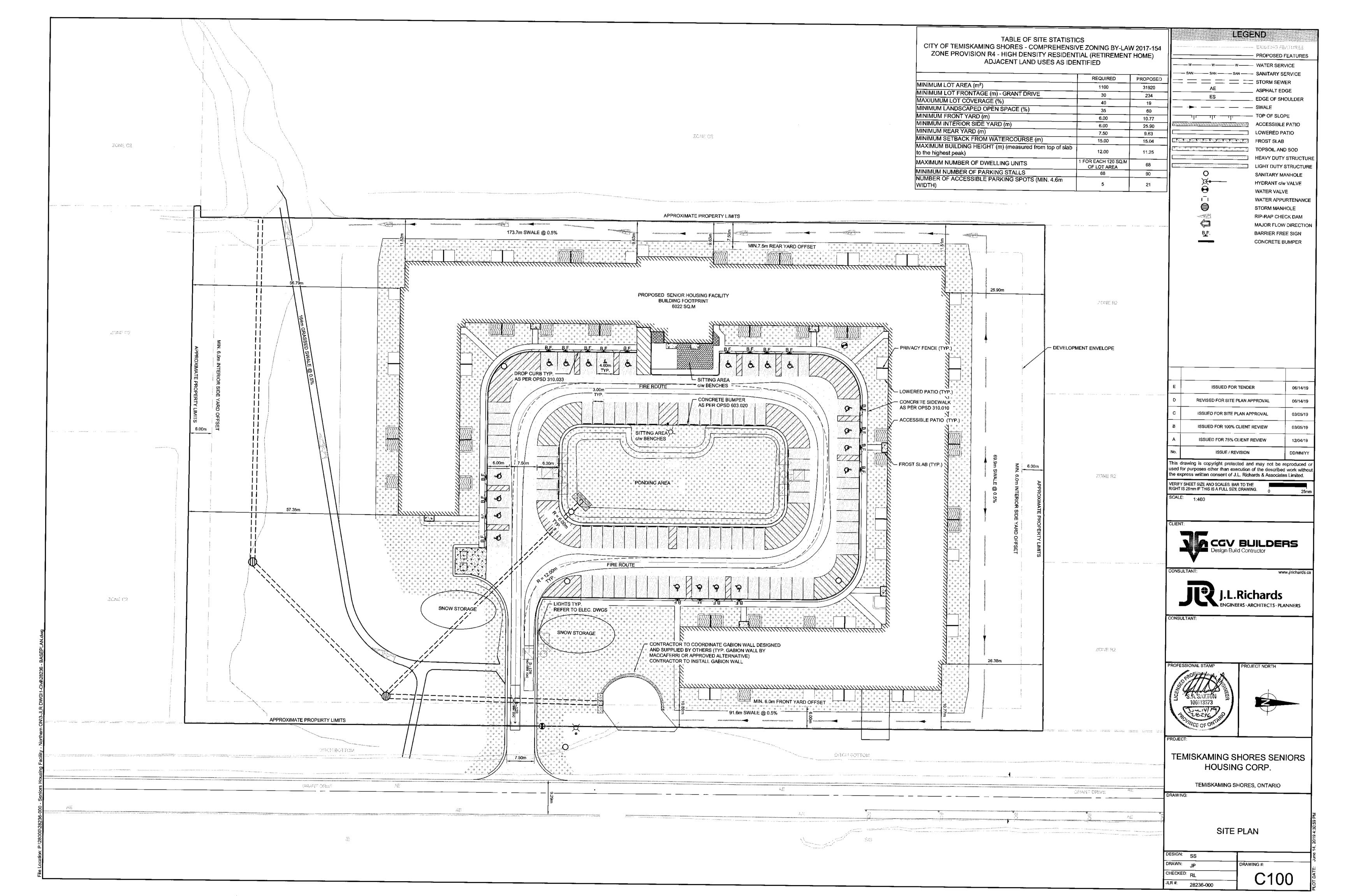
- Appendix 17 Traffic and Parking Brief Temiskaming Shores Non-Profit Housing Corporation (TSN PHC) Grant Drive Seniors Housing Development (for CGV Developments); From: Steve Saxton, P.Eng.; Date: May 3, 2019
- Appendix 18 Site Servicing and Stormwater Management Report Grant Drive Seniors Residence (CGV Developments); Revision: 2; August 2, 2019; Prepared by: Steve Saxton, P.Eng. Senior Civil Engineer; Reviewed by: Bobby Petigrew, M.Eng., P.Eng. Senior Water Resources Engineer

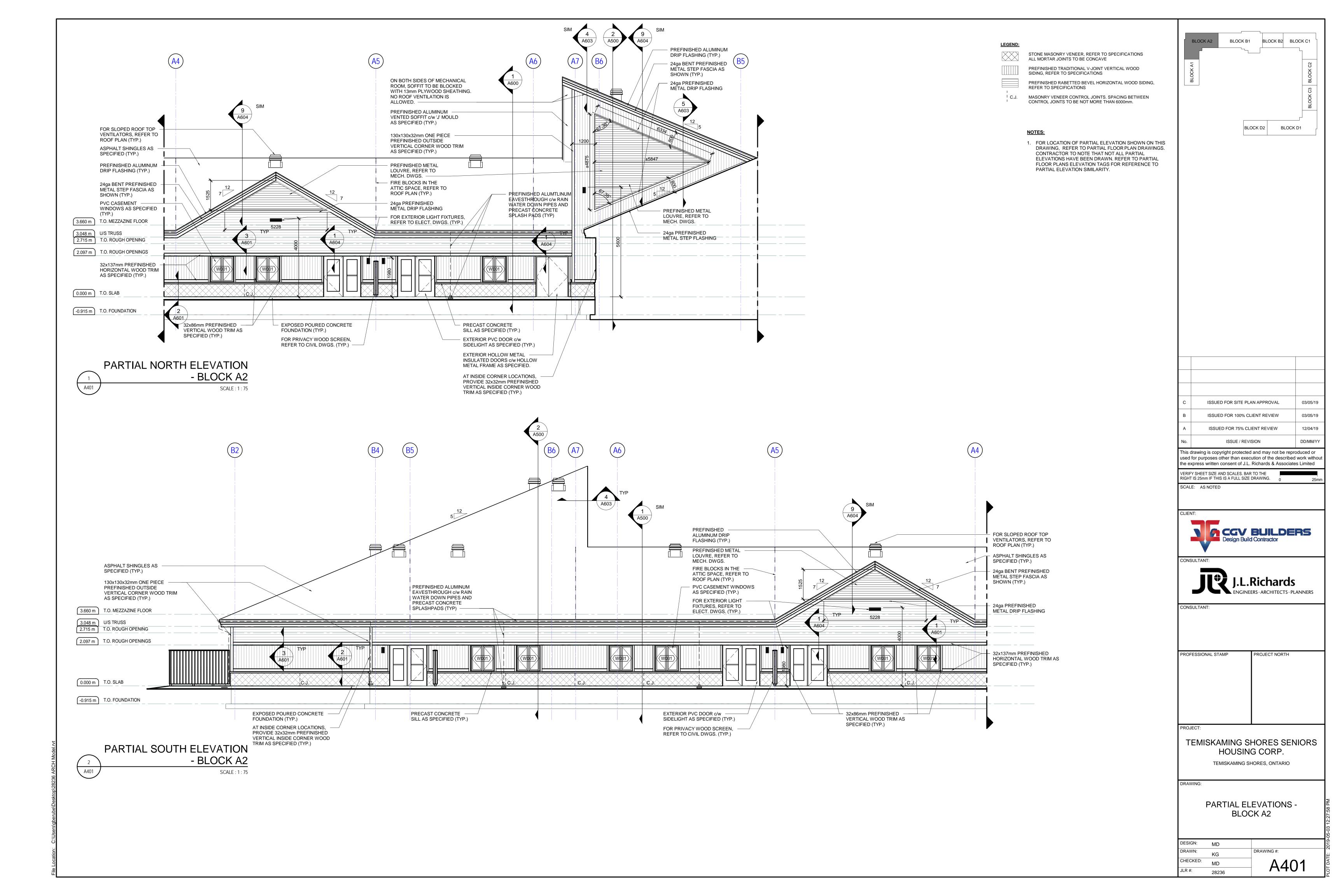
This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

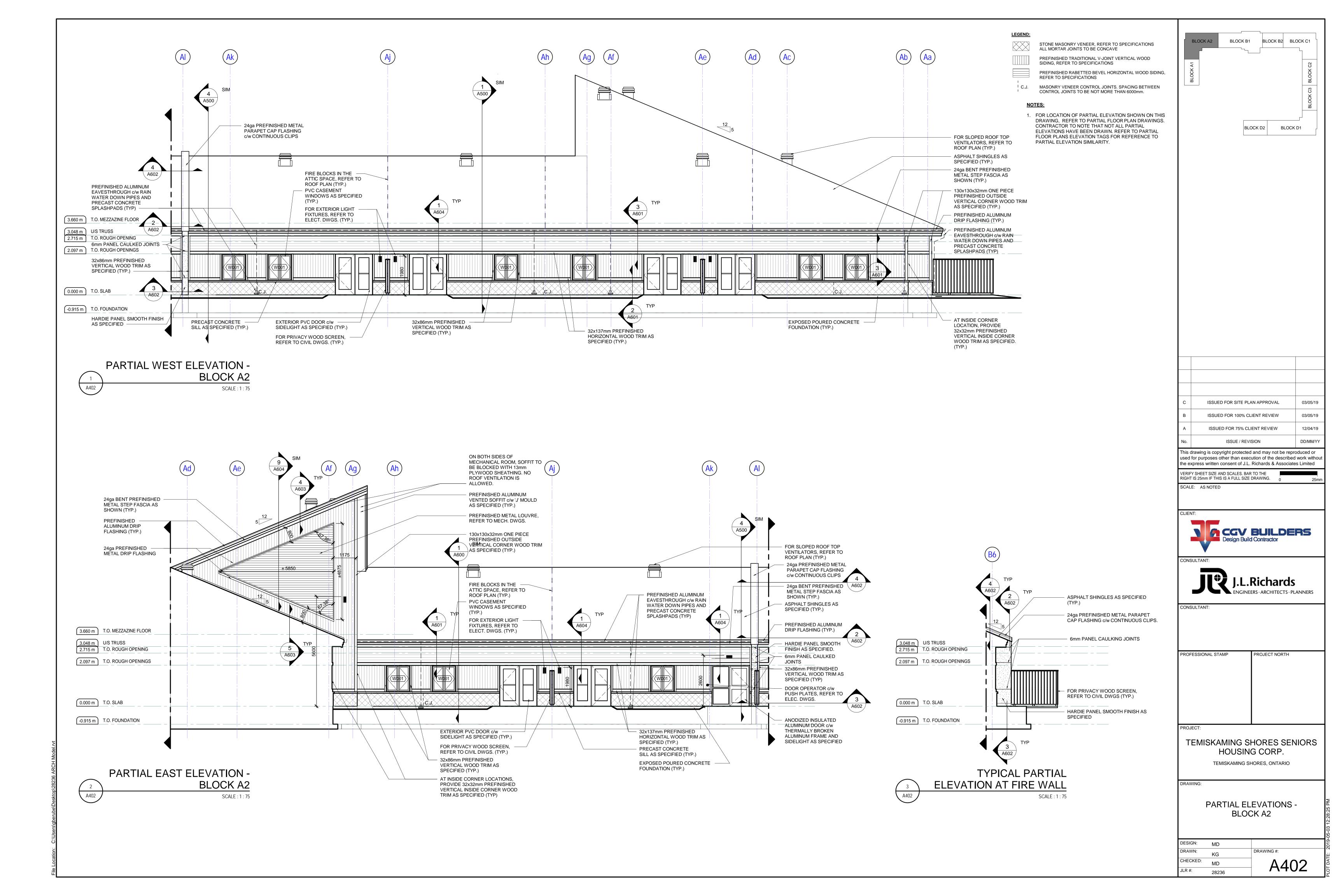
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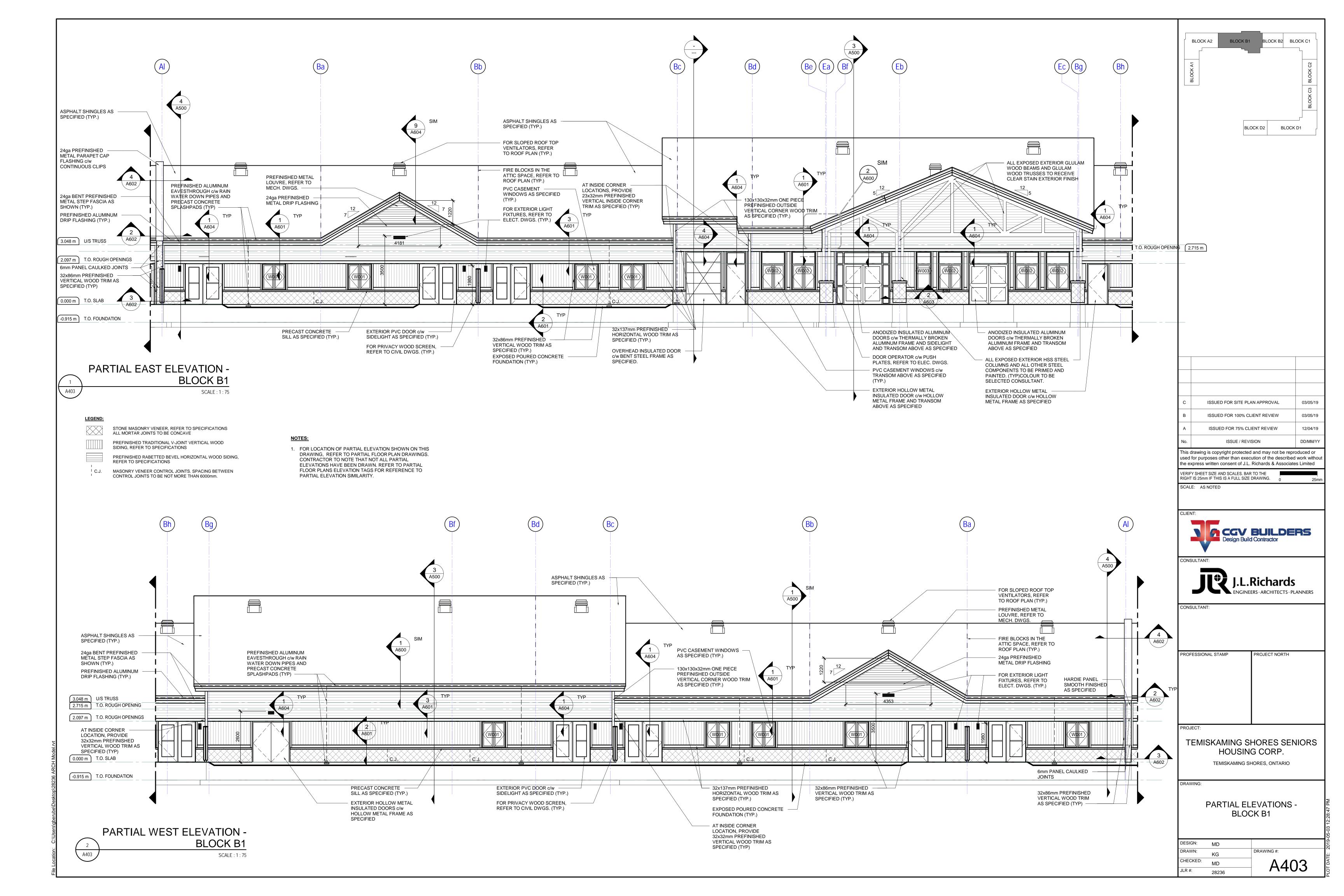
In witness whereof the parties have executed this Agreement the day and year first above written.

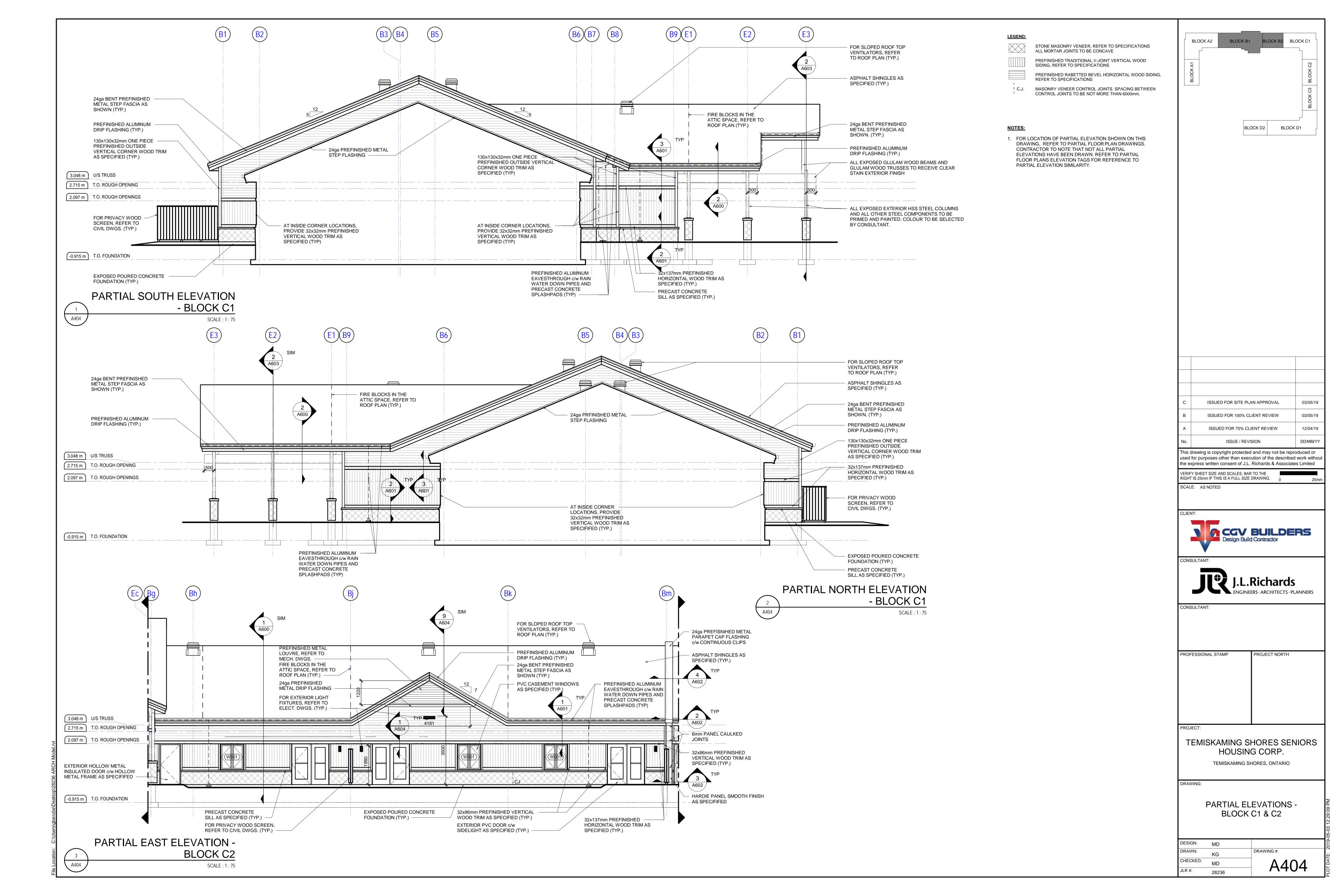
Signed and Sealed in)))	Temiskaming Shores Seniors Housing Corporation	
the presence of)	5 .	
))	Signature Name:	
)))	Title:	
)	Witness - Signature Print Name:	
)	Title:	
) Municipal Seal))	Corporation of the City of Temiskaming Shores	
))	Deputy Mayor – Doug Jelly	
)		
)	Clerk – David B. Treen	

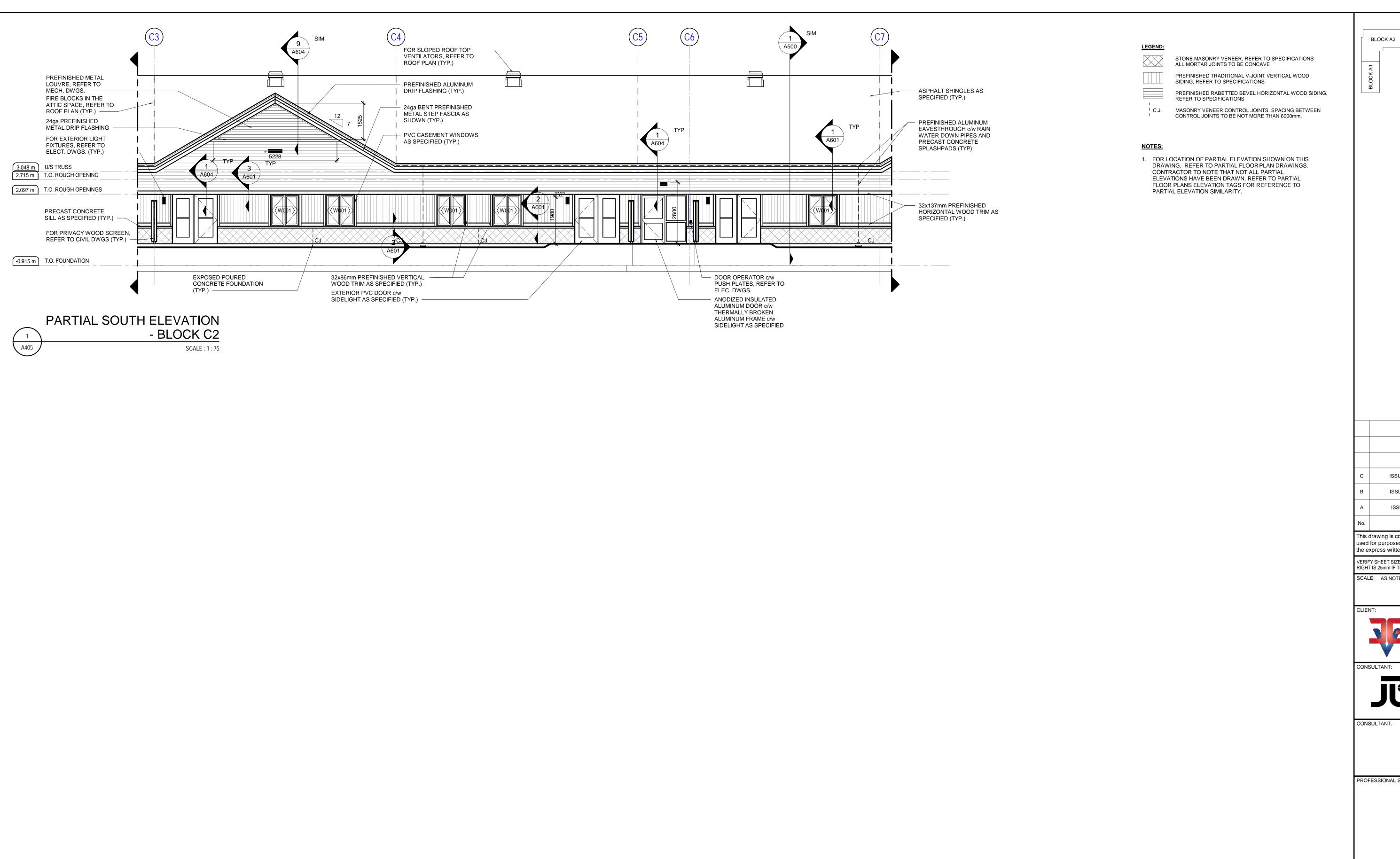












BLOCK B1 BLOCK B2 BLOCK C1 BLOCK D1 BLOCK D2

ISSUED FOR SITE PLAN APPROVAL 03/05/19 ISSUED FOR 100% CLIENT REVIEW 03/05/19 ISSUED FOR 75% CLIENT REVIEW 12/04/19 DD/MM/YY ISSUE / REVISION

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VERIFY SHEET SIZE AND SCALES. BAR TO THE RIGHT IS 25mm IF THIS IS A FULL SIZE DRAWING.

CGV BUILDERS
Design Build Contractor



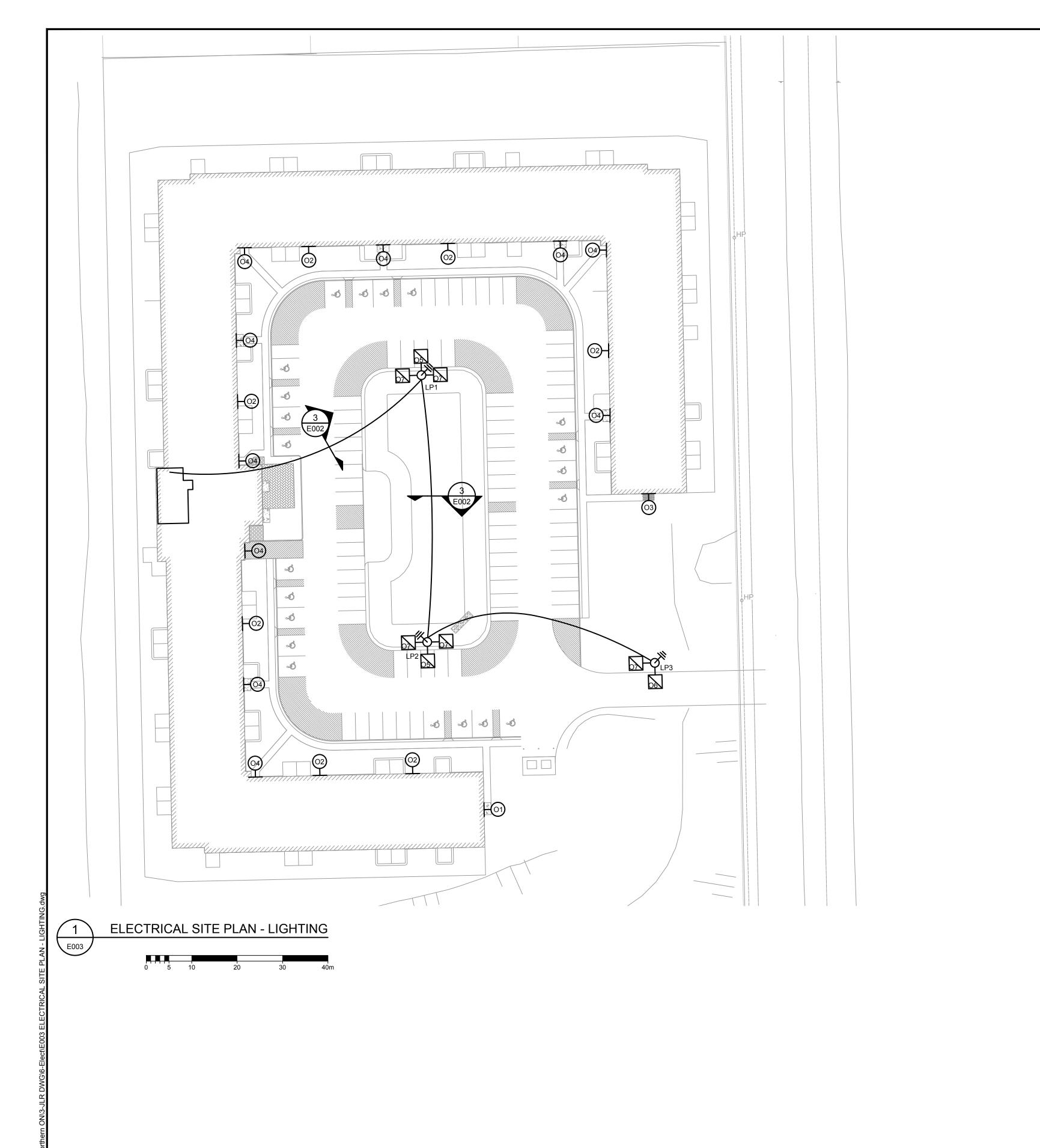
PROFESSIONAL STAMP PROJECT NORTH

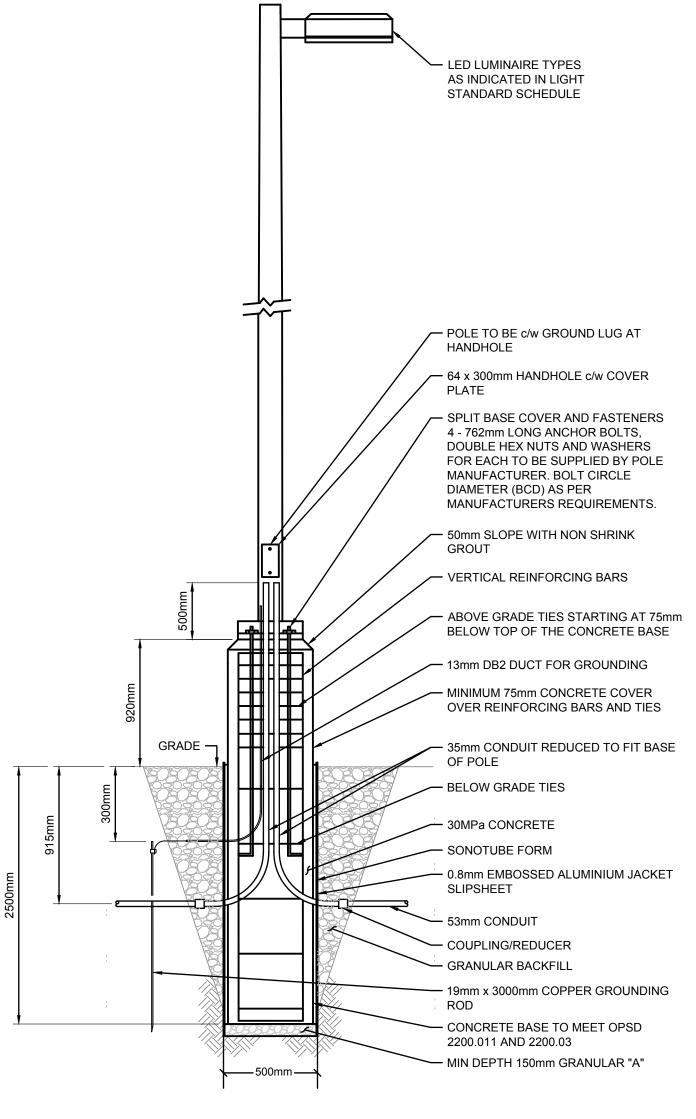
TEMISKAMING SHORES SENIORS HOUSING CORP.

TEMISKAMING SHORES, ONTARIO

PARTIAL ELEVATIONS -BLOCK C2

DRAWING #: KG CHECKED: A405





LIGHTING POLE GENERAL NOTES:

- A. ALL FIXTURE POLES TO HAVE INTEGRAL FUSING.
- B. ALL UNDERGROUND WIRING TO BE AS PER OPSD STANDARD DRAWINGS AND SPECIFICATIONS.
- C. ALL ROAD CROSSINGS ARE TO BE AS PER OPSD STANDARD DRAWINGS AND SPECIFICATIONS.
- D. ALL DIRECT BURIED CONDUIT TO BE AS PER OPSD STANDARD DRAWINGS AND SPECIFICATIONS.
- E. PROVIDE GROUND RODS ON POLES AS INDICATED.
- F. LUMINAIRE, POLE, OTHER MOUNTING BRACKETS AND BASE COVER TO BE FINISHED AS PER
- G. PROVIDE COUPLINGS AND REDUCERS AS REQUIRED TO ACCOMMODATE VARIOUS PIPE SIZES AND TYPES BACK TO SERVICES.
- H. FOR INSTALLATION, THESE STANDARDS ARE TO BE READ IN CONJUNCTION WITH MANUFACTURER INSTALLATION INSTRUCTIONS AND OPSD 2100.05, 2101.01, 2200.011, 2200.01, 2200.03 AND 2215.02.
- I. ALL GROUND WIRING TO BE MINIMUM #6AWG GREEN INSULATED RWU. GROUND WIRE WILL NEED TO BE UPSIZED BASED ON CIRCUIT WIRE SIZE.

	LIGHT STANDAR	RD SCHEDULE	
POLE#	POLE HEIGHT	FIXTURES	CIRCUIT NUM.
LP1	25'	1 - O5 2 - O7	XX-X-X
LP2	25'	1 - O5 2 - O7	XX-X-X
LP3	25'	1 - O6 1 - O7	XX-X-X





В	ISSUED FOR SITE PLAN APPROVAL	03/05/19
А	ISSUED FOR 75% CLIENT REVIEW	12/04/19
No.	ISSUE / REVISION	DD/MM/Y

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VERIFY SHEET SIZE AND SCALES. BAR TO THE RIGHT IS 25mm IF THIS IS A FULL SIZE DRAWING.

SCALE: AS SHOWN

CONSULTANT:

PROFESSIONAL STAMP



TEMISKAMING SHORES SENIORS HOUSING CORP.

TEMISKAMING SHORES, ONTARIO

ELECTRICAL SITE PLAN - LIGHTING

DESIGN: GB DRAWN: GB CHECKED: NR E003 JLR #: 28236-000

JLR No.: 28236 Client No.: 201823

Page 1 of 1



J.L. Richards & Associates Limited 834 Mountjoy Street S, PO Box 10

Timmins, ON Canada P4N 7C5

Tel: 705 360 1899 Fax: 705 360 1788

SUPPLEMENTAL INSTRUCTION NO. 2

Project:

Temiskaming Shores Seniors Housing Corp. - Seniors Housing Facility

Client:

CGV Developments 56 Connaught Ave Cochrane, ON P0L 1C0 Contractor:

CGV Builders

56 Connaught Ave Cochrane, ON POL 1CO

The following instructions are provided to augment and/or clarify the intent of the contract documents only. The instructions do not authorize or imply acceptance of modifications to the contract price or contract schedule.

Re: **Revised Entrance Layout**

- 2.1 Maintain existing hydrant and valve as per attached sketch SKC00-1.
- 2.2 Shift entrance to seniors housing south by 2.0m as per attached sketch SKC00-1.

Note: Proceeding with work in accordance with these instructions indicates the Contractor's acknowledgment that there will be no change in contract price and contract schedule.

Issued on:

September 12, 2019

Attachments:

Distribution:

SKC00-1 Revised Entrance

Layout

Michel Vezeau

Bobby Vezeau Alan Bodimeade Michel Brousseau

Georges Quirion Marc Deshaies Tauno Ranta Patrick Dionne Steve Saxton

Christopher Timpson

By:

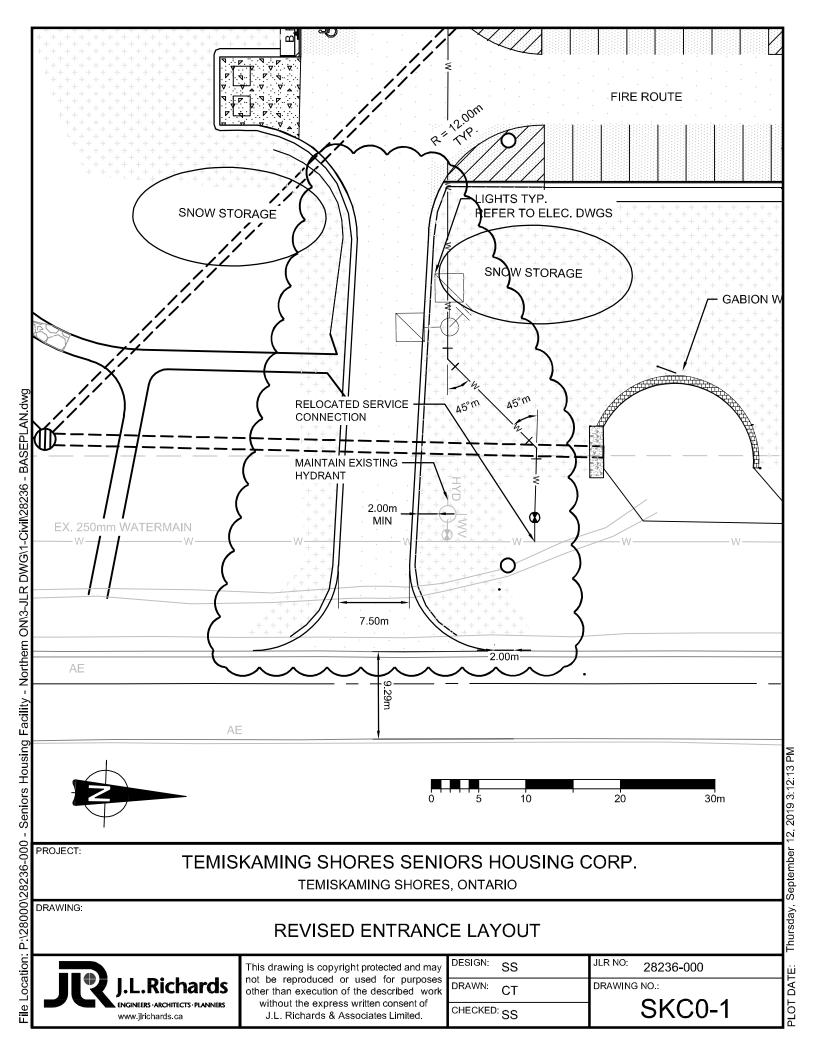
Steve Saxton, P. Eng.

J.L. Richards & Associates Limited

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MEMORANDUM



J.L. Richards & Associates Limited 834 Mountjoy Street S, PO Box 10 Timmins, ON Canada P4N 7C5

Tel: 705 360 1899 Fax: 705 360 1788

Page 1 of 5

To:

FILE

Date:

May 3, 2019

JLR No.:

28236

CC:

From: Steve Saxton, P.Eng.

Re:

Traffic and Parking Brief - Temiskaming Shores Non-Profit Housing Corporation (TSN PHC) - Grant Drive

Seniors Housing Development (for CGV

Developments)

The purpose of this memorandum is to provide a summary of the findings from the Paradigm Transportation Solutions Limited (Paradigm) report for the "Proposed Extension of Grant Drive – Transportation Impact Study (January 2019)" in relation to the proposed Seniors Housing Development on Grant Drive in the City of Temiskaming Shores (New Liskeard), Ontario.

Site specific information is provided for anticipated trip-generation rates and parking requirements at the proposed development.

Proposed Development

The proposed development is located west of Grant Drive and south of Drive-in Theatre Road in the Dymond area of the northern portion of New Liskeard. The property is legally described as Part of the north ½ of Lot 9, Concession 3, Geographic Township of Dymond, City of Temiskaming Shores, District of Temiskaming. The site location is shown in **Figure 1** below.



Figure 1 - Google Earth image with site outline superimposed

Page 2 of 5

The proposed new Seniors Housing Development is planned as a single-storey wood framed building with a grassed courtyard (**Figure 2**). Besides independent living units, the complex includes some common interior spaces and a centralized entrance. The building is approximately 5,900m² (63,600 sq.ft.) with 32 one-bedroom units and 36 two-bedroom units (68 units total) intended to accommodate up to 104 residents.



Figure 2 - Conceptual Rendering of the Seniors Housing Development

The subject property is approximately 3.2 hectares (ha) in area and is currently vacant land covered in field grasses. Surrounding lands are predominantly residential to the North and commercial to the West. An area of undeveloped lands are located to the west of Grant Drive. The nearest higher capacity road is Highway 11 which is accessed via Drive-in Theatre Road north of the subject property. The property is also accessible to the south via Wilson Avenue to the commercial district located on Highway 65.

Summary of Paradigm's Assessment of Grant Drive

Paradigm completed a Transportation Impact Study (TIS) for the proposed extension of Grant Drive between Wilson Avenue and a yet to be approved public intersection located along Provincial Highway 65E (south of the proposed Seniors Housing Development). The purpose of the study was to assess how the proposed extension could address existing and potential traffic issues now and into the future given the additional traffic expected due to general background growth and planned developments in the study area and operational analysis of the potential impacts. A number of additional planned developments within their study area were included in the analysis other than the proposed Seniors Housing Development (shown as location #5 on **Figure 3** below). Planned developments were indicated by their anticipated construction horizons.

Paradigm's analysis categorized the Seniors Housing Development as a residential building containing 68 units with ITE LUC 220 (low-rise multi-family) utilized to calculate trip generation.

Page 3 of 5



Figure 3 – Developments Assessed by Grant Drive TIS (Paradigm)

Table 1 – 2020 Horizon Trip Generation (Paradigm)

Unit of Units/

AM Peak Hour

		A STATE OF THE STA	Meseure	GFA	Rate	la	Out	Total	Flate	in i	Out	Total	
	Sant of	820 - Nursing Home	Beds	148	0.17	18	7	25	0.22	11	22	33	
		7	otal Grani	Drive		10	7	25		-11	22	33	
e	C 6 8	LUC 210 - Single Family Deteched	afinU	8	0.74	1	5	6	0,99	6	3	8	
		Total	251 Grant	t Drive		1	5	6		6	3	8	
	8	LUC 846 - Automobile Salas (New)	GFA	12,000	1.87	te	6	22	FCE1	17	26	43	
	E Bitm	LUC 934 - Fast-Food	GFA	2,500	40,19	51	49	100	32.67	42	40	82	
PROPOSED SENIORS HOUSING DEVELOPMENT	Z.	Restaurant w Drive-Thru	Pass	Бу	49%	25	24	49	50%	21	20	41	
	100	LUC 948 - Automated Car Wesh	Baye	1	: <u>:</u> €0:	0	0	0	77.50	39	3/9	78	
		Total 6	1397 High	way 65		42	31	73		77	96	162	
	Highway 85	LUC 712 - Small Office Building	GFA	8,930	1.92	13	3	16	2.45	6	14	20	
		Total	251 Grant	Drive		13	3	16			14	20	
	o gan	LUC 220 - Multifamily Housing (Low-Rise)	Units	69	FCE2	8	25	33	FCE ³	26	18	42	1
10		Total Grant Drive			8	25	33		29	16	42	J	
			Total New	r Trips		107	96	202		146	180	308	
		Total Pose-by Trips				25	24	40		21	20	41	
		Tota	il Not Nov			82	71	163		126	140	265	
					1 T = 1,8	O(x) + 2	1.60		4				

 $^{^{2}}$ Inft) = 0.95°In(x) - 0.51

 $^{^{9} \}ln(t) = 0.89^{\circ} \ln(x) - 0.02$

May 3, 2019 JLR No.: 28236



Page 4 of 5

Paradigm determined 33 AM peak hour trips and 42 PM peak hour trips for the development corresponding to 0.48 AM and 0.62 PM peak hour trip rates (per unit – of 68 units). The total number of peak hour trips were 202 AM and 306 PM for all 2020 horizon developments indicating the Seniors Housing Development would amount to 14-16% of total trips in the 2020 horizon year with this percentage decreasing as the 2025, 2030 and beyond developments were constructed.

The results of Paradigm's overall assessment indicate:

- "Most of the study area intersections are projected to operate at acceptable levels of service during both peak hours for the <u>without and with Grant Drive extension scenarios</u>. With lower traffic volumes, lesser overall intersection delays are projected for the AM peak hour for both scenarios than the PM peak hour." [Some movements at nearby intersections will require remedial measures to meet forecast future demand.]
- "The proposed Grant Drive extension would improve traffic operations during both the AM and PM peak hours on the study area road network but would not alleviate the need for the remedial measures noted above."
- "The without and with proposed Grant Drive extension scenarios are relatively similar from a traffic operations
 perspective, with additional remedial measures required for both. They provide similar levels of service and delay
 throughout the network, with minimally improved intersection operations with the extension of Grant Drive."
- "No individual development within or near the study area triggers the need for mitigation measures on its own. It is
 the aggregate growth projected for the area that causes the need for improvements, assuming the developments
 noted occur as planned and reach their full potential as contemplated for this analysis."

Commentary on Traffic Impacts from the Proposed Seniors Housing Development

As it pertains to the proposed Seniors Housing development, it can be asserted that the trips generated by this development are not substantial on their own or as part of the overall anticipated long-term development in the area. Furthermore, the small number of trips generated by the Seniors Housing Development amount to a likewise very small portion of the total trips that will necessitate remedial measures in the area at a future date.

It is noted that the peak hour trip generation rates used by Paradigm may also be considered conservative since the Institute of Transportation Engineers (ITE) suggests rates for "Senior Adult Housing - attached" (LUC 252) the AM Peak Hour trip per dwelling unit is 0.20 and PM is 0.25. This is roughly half of what was used in the assessment. This provides further rationale for the low traffic impact.

In addition, a study presented to ITE indicated that peak hour rates for Seniors Housing may even be as low as 0.164 AM to 0.247 PM per dwelling unit. (S.B. Corcoran, P.E., presented at the 66th Annual Meeting of ITE) The study stated that compared to other residential land-uses, senior developments generate significantly less traffic on a per unit basis. The same study also indicated that the peak parking demand at most senior facilities occurred midday with an average peak demand of 0.40 vehicles per dwelling unit for residents, employees, and visitors.

It is expected that the majority of drivers exiting and entering the proposed development will be travelling to and from the south via Highway 65, either to the commercial corridor or commuting to the central New Liskeard area. Traffic turning into and out of the Seniors Housing Development onto Grant Drive do not require protected turning movements at this time. Sight lines are not impeded and grade landings to Grant Drive are to be set to ensure that a maximum of 1-3% gradient at least 3m into the property with a maximum gradient of up to 4% for further ramping within 3m and 6m into the property.

Parking

The City of Temiskaming Shores Zoning Bylaw 2017-154 instructs that, for retirement homes, parking requirements are 4 spaces plus 0.5 spaces for each of the first 30 guest rooms plus 0.25 spaces for each additional guest room. At 68 guest rooms, the minimum prescribed required parking is therefore 4+(0.5)(30)+(0.25)(38) = 29 spaces. The development is

Page 5 of 5

proposing at least 90 spaces such that there will be 12 available for employees, 68 for residents (one per unit) and 10 for guests. This provides ample onsite parking. The minimum number of accessible parking spots required by Zoning By-law 2012-101 is 3. Since the development is providing 21 accessible units, of the 68 spots allocated for residents, 21 will be accessible.

Summary

The traffic analysis undertaken by Paradigm indicates that, including planned developments around the Seniors Housing Development, intersections around the study area will provide an acceptable level of service even without the contemplated Grant Drive Extension. Some movements at nearby intersections will eventually require remedial measures to meet forecast future demand. However, no single development (ie. Seniors Housing Development) will trigger the need for mitigating measures on its own.

The trips generated by this development are not substantial on their own or as part of the overall anticipated long-term development in the area and they amount to a very small portion of the total trips that will necessitate remedial measures in the area at a future date.

The peak hour movements attributed to the Seniors Housing Development as part of the Paradigm assessment are conservative and traffic into and out of the development does not require protected movements at this time. Depending on future traffic volumes on Grant Drive, protected movements may be required in the future as the surrounding lands are developed. The access to Grant Drive will provide a landing with acceptable sight lines. Ample and accessible parking is provided for the development.

J.L. RICHARDS & ASSOCIATES LIMITED

Prepared by:

Steve Saxton, P.Eng. Senior Civil Engineer

SS:ss

JLR No.: 28236-000 May 13, 2019

Revision: 1

Site Servicing and Stormwater Management Report

Grant Drive Seniors Residence (CGV Developments)



Table of Contents

1.0	Intro	duction	1
	1.1	Site Description and Background	
	1.2	Proposed Site Plan, Building Configuration and Zoning	
	1.3	Existing Conditions, Infrastructure and Generalized Site Topography	
2.0	Desi	gn Criteria	
3.0		er Supply	
	3.1	General	
	3.2	Design Flow Parameters	
	3.3	Water Demands	
	3.4	Fire Flow Requirements	
4.0	Sani	tary Sewer System	
	4.1	General	
	4.2	Design Flow Parameters	
	4.3	Peak Sanitary Flow	
5.0	Drair	nage and Stormwater Management	
	5.1	Ğeneral	
	5.2	Proposed Stormwater Servicing Approach	
	5.3	Design Criteria	
	5.4	Modeling Approach	
	5.5	Simulation results	
	5.6	Post-Development Flow (Quantity Control)	12
	5.7	Overall System Performance	
	5.8	Erosion and Sediment Control	
6.0	Utiliti	es	17
7.0	Cond	clusions	18
List	of A	ppendices	

Appendix A	Legal Survey
Appendix B	Topographic Survey
Appendix C	As-constructed Plan and Profile of Grant Drive
Appendix D	Hydrant Test Results (EXP)
Appendix E	Water Demands and FUS Calculation
Appendix F	Sanitary Sewer Calculations
Appendix G	Storm Calculations and Figures

List of Drawings

Drawings C100 through C107 Pre-Construction Drawing Set

1.0 Introduction

J.L. Richards & Associates Limited (JLR) has been retained by CGV Developments to proceed with detailed design of municipal infrastructure for the development of a proposed Seniors Residence in New Liskeard (City of Temiskaming Shores), Ontario.

This Site Servicing and Stormwater Management (SWM) Report outlines the design objectives and criteria, servicing constraints and strategies for developing the subject lands with water, sanitary and stormwater management services. This report also includes suggested control measures to mitigate erosion and sedimentation control during construction operations.

1.1 Site Description and Background

The proposed Seniors Residence is located within the limits of the City of Temiskaming Shores near the Dymond area of New Liskeard. It will be accommodated in a single storey wood framed building with no basement level surrounded by a grassed courtyard with adequate parking for residents and staff.

JLR has assembled relevant supporting information for the proposed development west of Grant Drive and south of Drivein Theatre Road, located in Temiskaming Shores, Ontario. The legal description of the land is known as Part of the North ½ of Lot 9, Concession 3, Geographic Township of Dymond, City of Temiskaming Shores, District of Temiskaming (Appendix A). The site is location is shown on **Figure 1**.



Figure 1 – Google Earth image with site outline superimposed

The subject property is approximately 3.2 hectares (ha) in area and is currently vacant land covered in field grasses. There is limited topsoil on site overlying silty-clay / clayey-silt native soils. Upgradient lands drain towards the subject property and a 1200mm diameter corrugated steel pipe (CSP) culvert has been installed that transects the site from northeast to southwest. Development of the subject property proposes to re-route the culvert to accommodate the building footprint.

Surrounding lands are predominantly residential to the North and commercial to the West. An area of undeveloped lands are located to the west of Grant Drive. Nearby access to major transportation routes such as Highway 11 (Trans-Canada Hwy) and Highway 65 (Direct access to New Liskeard to the south) is via Drive in Theatre Road (north) and Grant Drive (south) respectively, both accessed from subject property frontage on Grant Drive.

1.2 Proposed Site Plan, Building Configuration and Zoning

The subject site and proposed development includes one single storey residential complex intended as a senior's residence (**Figure 2**). Besides the independent living units, the complex includes some common interior spaces and a centralized entrance. The building is proposed as approximately 5,900 m² (63,600 sq.ft.) on a single storey with 32 one-bedroom units and 36 two-bedroom units (68 units total) intended to accommodate up to 104 residents.

It is important to note that 21 of the 68 units will be designated barrier-free and common spaces (from parking areas through to the units) will also be barrier free.



Figure 2 – Conceptual Rendering of the Seniors Housing Development

The subject property is currently zoned C2 – Highway Commercial as indicated on Schedule D3 of the City of Temiskaming Shores Zoning By-Law 2017-154. A long-term care home is not a current permitted use, as such, a zoning by-law amendment to R4- Residential is being pursued in order to permit this use.

1.3 Existing Conditions, Infrastructure and Generalized Site Topography

This report is prepared with sufficient details to demonstrate that the site can be supported by the existing municipal infrastructure on Grant Drive and surrounding the site.

Existing Ground Cover and Generalized Topography

- The existing site is currently undeveloped and covered with a variety of vegetation (field grasses) and a minimum amount of tree/shrub cover.
- The existing ground is generally flat and low-lying from surrounding properties and roadways. The site generally slopes from north to south at a 1-2% equating to a grade change of about 2.5m across the site. A topographic survey was conducted for the project and is included in **Appendix B**.

Generalized Soil Description

- A geotechnical investigation (available under separate cover) including field, boreholes and laboratory testing programs has been completed. In general, topsoil cover is generally thin (30mm) overlain by cohesive native soils composed of clayey-silt and/or silty-clay.
- In the vicinity of the existing culvert, cohesive fill was found with up to 150mm topsoil.
 The groundwater table is seasonally variable with higher levels (0.4m below grade) observed in some locations during wet weather conditions and lower levels occurring during dry weather conditions.

Watermain

• An existing 250mm diameter PVC watermain (early 90s) is located along the west side of Grant Drive in the boulevard near the subject property line. (Appendix C)

Sanitary Sewer

• An existing 200mm PVC Sanitary Sewer is also located along the west side of Grant Drive in the boulevard between the watermain and the subject property line. (Appendix C)

Storm and Drainage

 The site is low-lying in relation to surrounding lands and an existing 1200mm diameter culvert transects the property to convey local stormwater flow from northeast to southwest across the property.

- On site drainage is by sheet flow following the site topography from northeast to southwest, generally in the same direction as the underlying culvert.
- A roadside ditch along the west side of Grant Drive conveys water towards the 1200mm diameter culvert inlet.

2.0 Design Criteria

This report is intended to assess and report on servicing requirements for the project such that projected demands are met and any design constraints are taken into consideration. Municipal and Provincial design standards and guidelines are to be followed.

The following engineering standards and guidelines have been consulted:

- City of Temiskaming Shores Site Plan Control Application
- Design Guidelines for Drinking Water Systems, prepared by the Ontario Ministry of Environment, 2008
- Design Guidelines for Sewage Works, prepared by the Ontario Ministry of Environment, 2008
- Stormwater Management Planning and Design Manual, prepared by the Ontario Ministry of the Environment, 2003
- Drainage Management Manual, prepared by the Ontario Ministry of Transportation (1997)

3.0 Water Supply

3.1 General

There is an existing 250mm watermain along Grant Drive fronting the project site. It is assumed that the site does not have a service connection to the property line as none are shown on the as-constructed drawings (**Appendix C**) and a service saddle will need to be installed to supply the site.

There are a number of fire hydrants located along Grant Drive all of which are proposed to be maintained. The existing hydrants are not within 90m of all building faces. Therefore, an additional hydrant centrally located on the property has been proposed.

Hydrant records were received from the City's consultant engineer. The closest hydrant to the site, described as "Grant Dr. north of the S curve corner" was referenced to determine existing hydrant flow capacity. It was determined that this hydrant currently has a rated flow of

approximately 46 L/s (720 USGPM) at 138kPa (20psi) available from the watermain. This is calculated from a reported flow of 710 USGPM at a residual pressure of 21psi. Hydrant data is included in **Appendix D.**

Accordingly, the watermain currently has a relatively low flow capacity.

The Grant Drive watermain is fed both from the north and south (looped via Highway 11 and 65.

A 200mm water service connection to the existing 250mm watermain on Grant Drive is proposed to service both a hydrant located within the central courtyard of the development and continuing to service the building domestic demands via a 100mm service.

The MECP requires the water supply system to be assessed at the critical locations including; peak hour flow, maximum day, and maximum day plus fire flow demand. MECP requires the system to maintain an operating pressure of 280-700 kPa (40-100 psi) under peak flow conditions and 138 kPa (20 psi) under maximum day plus fire flow conditions.

3.2 Design Flow Parameters

The following design parameters are used in the water demand calculations:

Water Demand Analysis – Residential

Average Day Flow Rate: 350 L/cap/day

Max Day Factor
 Peak Hour Factor
 Minimum Day Factor
 2.75 x Average Day Demand
 4.25 x Average Day Demand
 0.5 x Average Day Demand

• Population (resident) Bedroom units = 32 one bedroom + (2x) 36

two bedroom = 104

Population (est. staff compliment) 20Population (total) 124

Fire Flow Requirement

 Fire Flow Calculations: Fire Underwriters Survey Method (FUS 1999) & OBC Office of the Fire Marshal (TG-03-1999)

3.3 Water Demands

Water consumption for the proposed development was determined using daily and peak hour water demands and are shown in **Table 1** below:

Available flow, as indicated above from the 250mm watermain on Grant Drive was 46 L/s. As such, the normal operating conditions are below these limits and therefore domestic consumption demand can readily be met by the existing watermain.

Table 1 – Calculated Water Demands

Population	Average Daily Demand (L/s)	Maximum Day Demand (L/s)		Minimum Day Demand (L/s)
124	0.50	1.38	2.13	0.25

3.4 Fire Flow Requirements

Fire flow requirements for the building were estimated using the Fire Underwriters Survey (FUS) Method as well as the Office of the Fire Marshal (OBM) Method . **Appendix E** contains detailed calculations of these calculations.

Based on the calculations, the total required fire flow for the un-sprinklered facility was estimated as 75L/s. (The more conservative FUS method indicates 150L/s.)

The Maximum Daily Demand (2L/s) plus Fire Flow (75L/s) equates to a minimum recommended flow of 77L/s.

As such, the 250mm watermain on Grant Drive <u>does not</u> have sufficient water flow and pressure (46L/s @138kPa (20psi)) to meet the fire flow demand.

Discussions with the City of Temiskaming Shores have indicated that a planned capital works project to supply additional water to Grant Drive in order to produce sufficient flow and pressure for the development is planned for construction in 2020. As such, the development is expected to have adequate domestic and fire flow prior to occupancy.

4.0 Sanitary Sewer System

4.1 General

There is an existing 200mm sanitary sewer along Grant Drive fronting the project site. At this location, this sewer is largely underutilized with its limit just north of the site. It is assumed that the site does not have a service connection to the property line as none are shown on the asconstructed drawings (**Appendix C**). As such, a new manhole is recommended to service the site since the existing manholes are offset from the planned service connection.

In order to cross over the 1200mm diameter culvert, a 200mm sanitary service is proposed to extend into the site to a manhole located near the entrance to the paved courtyard loop. From here, two 200mm sanitary sewers branch in the direction of the mechanical rooms located at the northeast and southwest corners of the building. Located, approximately 15m offset from the building exteriors at the mechanical rooms, two additional manholes will provide a reduction to 150mm sanitary sewers laid at steeper grades to ensure flushing velocities in the segments from the building outwards.

The on-site 200mm segments are to be laid at shallow grades in order to accommodate a gravity system that spans the 1200mm culvert. Sanitary sewer calculations indicate that flushing velocities (actual) will not be met and therefore these sewers will require periodic flushing to remove any built-up debris in the pipes.

4.2 Design Flow Parameters

The following design parameters are used in the sanitary flow calculations:

Average Day Flow Rate: 350 L/cap/day
 Peak Factor Harmon

• Population (resident) Bedroom units = 32 one bedroom + (2x) 36

two bedroom = 104

Population (est. staff compliment) 20Population (total) 124

Minimum/Maximum velocity 0.6m/s / 6.0m/s

Roughness Coefficient
 0.013 (smooth wall pipes)

Infiltration allowance 0.14 L/s/ha

4.3 Peak Sanitary Flow

Peak sanitary flows for the proposed development were calculated as shown in **Appendix F**.

In summary, the Peak Design flow from the site was found to be 2.04 L/s. The receiving sewer on Grant Drive has adequate capacity to receive this flow at this location.

5.0 Drainage and Stormwater Management

5.1 General

The project site is approximately 3.2 hectares (ha) in area and is currently vacant and undeveloped. The planned Seniors Residence is proposed in the mid/northern half of the site accessible from Grant Drive. Additional (external) drainage is conveyed through the site via a 1200 mm corrugated steel pipe culvert (CSP) with an upstream catchment area of approximately 68 ha.

Existing stormwater controls in the area consist of a roadside ditch drainage network. Two road culvert crossings convey flow from an upstream catchment of approximately 68 ha in area to the north and east of the site. The two road crossing culverts are 1200 mm diameter and 900 mm diameter on the north crossing and south crossing respectively. At the outlets of the two road crossing culverts a third culvert, a 1200 mm corrugated steel pipe (CSP) culvert, conveys flows across the site on a diagonal alignment.

Existing drainage at the project site is generally overland to the south directing surface runoff to the outlet of the 1200mm CSP. From this outlet, flow is directed in open channel and culverts and crosses Highway 11 approximately 200m to the west. From this point, the channel drains to the Wabi River which outlets to Lake Temiskaming.

Stormwater quantity control is required in this area due to the downstream culvert crossings. Quantity control is proposed to control peak flows under post-development conditions for the 1:5 year, 1:50 year and 1:100 year design storm events to pre-development levels in order that the current performance and operation of the downstream culvert crossing is preserved.

The geotech report states that the site has a very thin (3 cm) layer of topsoil underlain by silty clay and clayey silt soil types. Groundwater seasonally fluctuates within the soil strata.

5.2 Proposed Stormwater Servicing Approach

To support development of the proposed senior residence, stormwater servicing design was carried out to provide quality and quantity controls for storm runoff under post-development conditions. Proposed stormwater servicing will replace and re-route existing 1200 mm CSP culvert which currently passes through the proposed development. The proposed drainage system consist of three major components as depicted on the drainage areas shown on Figure STM-2 within **Appendix G**. These are:

- A 1200 mm HDPE culvert crossing located west of Grant Drive located along east and south edge of the property flowing in southwesterly direction that will convey existing upstream flow through the site;
- Enhanced grassed swales located along east, north and west boundary of the property that will collect and convey storm runoff from the building roof areas, landscape areas of the courtyards and external catchment areas; and,
- A SWM Dry Pond facility located at the central courtyard of proposed development that will provide stormwater quantity control measure.

In addition to conveying existing storm runoff from the existing lands located upstream of the site in the same manner as the existing 1200 mm CSP culvert, the culvert will collect storm runoff from the enhanced grassed swale located along northern and eastern property limit and the outflow from the proposed SWM Dry Pond facility.

The enhanced grass swale along west side of the property, as well as the swale transecting the site through southern portion (refer to Figure STM-2 in **Appendix G**), will have active storage by utilizing 450 mm high rock check dams that will promote infiltration and provide a quality control measure for the more frequent storm events. Swales running along northern and eastern limits of the property will not have rock check dams due to limitations in the topography.

The proposed SWM Dry Pond facility will collect and attenuate storm runoff from the impervious courtyard area. Half of the building roof area, parking lot and centralized entrance will discharge directly into proposed pond. The storm runoff will be controlled with a headwall structure equipped with a 100 mm orifice plate that will discharge into the proposed 1200 mm HDPE culvert via a 300 mm storm pipe.

To support the above storm servicing approach a PCSWMM model has been developed to carry out hydrologic and hydraulic analysis of pre- and post-development storm conditions. The results of this analysis are used to demonstrate that the proposed approach satisfies the design criteria for the site.

5.3 Design Criteria

The storm servicing and stormwater management for the proposed Senior Residence was developed based on the documentation listed in Section 2 and the following design criteria:

- The proposed 1200 mm HDPE culvert should have sufficient capacity to safely convey storm runoff from the upstream lands and proposed development by matching or improving head loss under the pre-development condition at the culvert invert location;
- The enhanced grassed swale system should be sized to safely convey overland flow up to the 1:100 year storm event;
- Rock check dams shall be incorporated into the swale design to promote filtration and to provide water quality and additional flow control; Maximum height of the swales will be 450 mm as per OPSD 219.211.
- A minimum longitudinal slope of 0.50% is to be used for enhanced swales across the site; and,
- The control of post-development peak flows to pre-development levels for the 1:5 year, 1:50 year and 1:100 year storm recurrence to be achieved using the proposed Dry Pond SWM facility located at the central courtyard as a storage and the enhanced grassed swales system along north, south, west and east side of the property;

5.4 Modeling Approach

The Ontario Ministry of Natural Resources and Forestry online Flow Assessment Tool (OFAT) was used to delineate subcatchment areas and to obtain land use classification, the results of which were used, to calculate hydrological parameters necessary to carry out the hydrologic analysis (refer to **Appendix G** for hydrologic parameter calculations).

Modelling work was carried out using PCSWMM software. The software performs dynamic simulations which allows both hydrologic and hydraulic components to be simulated in the same platform and also allows the simulation of the interaction between the major and minor systems in the model. The main objective was to confirm that the proposed storm servicing approach can satisfy the stormwater quantity control objectives presented in Subsection 5.3. Therefore, the PCSWMM software platform was used to:

• Generate surface runoff hydrographs for each sub-area under various storm recurrences under both the pre- and post-development scenarios;

- To carry out dynamic routing of storm flows to determine flow depths along the swales;
- To carry out dynamic routing to assess the culvert flow conditions and its capacity and under both pre- and post-development scenario; and,
- To demonstrate that proposed dry pond has sufficient capacity to store and attenuate postdevelopment flows generated from senior residence development.

PCSWMM was set-up to evaluate the proposed servicing as detailed on Drawings C100 through C107 at the back of this report. The Model Schematic, Figure E-1 (**Appendix G**) was prepared and depicts the drainage area ID, the drainage area (in hectares) and the corresponding total imperviousness (TIMP), for both pre- and post-development conditions.

5.4.1 PCSWMM Modeling Components

The PCSWMM model consisted of the following components:

Subcatchments

Each subcatchment was represented in PCSWMM by a series of parameters, which allowed for the simulation of runoff from the various land covers during different storm events; the resulting hydrographs drain to the junction nodes as the outlet locations;

Conduits

Closed (culverts or pipes) or open channel (swales or ditches) conduits allow computation of a time history of flows and heads throughout the system systems. Information on the existing culverts was imported from the field survey;

Junctions

The flow collection points at the outlet location of swales or culverts are simulated in PCSWMM as junction nodes. This information is imported from topographical information;

Storages

Nodes that represent the manholes along the proposed culvert were simulated as storage nodes. In addition, the Dry Pond SWM facility and downstream receiving plunge pool, were included as storage nodes. The Dry Pond SWM facility was connected to culvert via orifice and conduit link;

Weir

The weir links simulate the major system flow; in this case weir links were used to simulate the 450 mm high rock check dams in enhanced grass swales.; and,

Outfalls

Simulates the outlet for the proposed drainage system.

J.L. Richards & Associates Limited

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5.4.2 Design Storm

Design storms are typically used to assess the hydrological response of a given area. In this analysis hydrological response is estimated under the following design storms:

- Chicago Design Storm; and
- SCS Type II Design Storm

Chicago storm distribution is generally applied to urban catchments where the peak runoff rates are influenced by peak rainfall intensities. This storm distribution was used to assess quick response of the urbanized portion of watershed area, where level of imperviousness of a drainage area has been changed.

The SCS Type II storm is generally applicable to undeveloped or rural basins where peak runoff rates are mostly influenced by the total volume of rainfall. Since the overall catchment area includes predominantly agricultural lands this storm distribution was used to provide additional assessment of storage capacity of the proposed Dry Pond SWM facility and enhanced grass swales.

Both design storms are derived from the Intensity-Duration-Frequency (IDF) curves reported by Environment Canada at their Dymond Hydro Station, located approximately 2.5 km from the site.

The model was run for the following distributions and durations to determine a critical storm event: Chicago 3-hour and SCS 24 hour.

5.5 Simulation results

This section of the Report presents the simulation results carried out for development of proposed Senior Residence. The objective of this section is to assess the performance of the proposed drainage system under the post-development condition and the design criteria listed in Section 5.3 above.

5.5.1 Pre-Development Simulation Results (Existing Conditions)

Table 2 below identifies pre-development peak flows at the overflow point of the downstream receiving plunge pool where the site drainage outlets:

Table 1: Pre-Development PCSWMM Simulation Results

Sub-Catchment Areas	3-hour Chicago Storm Event Peak Flow Results (L/s)	24-hour SCS Type II Distribution Storm Event Peak Flow Results (L		
	1:100 Year	1:5 Year	1:50 Year	1:100 Year
Total Peak Flow at Existing Plunge Pool Outlet Location	360	230	650	810

The results show that the critical storm distribution for the culvert and the upstream contributing flow is the 24 hour SCS. The proposed SWM facility and additional quantity control measures in swales will have to provide detention for the SCS storm runoff to limit outflows the values listed in Table 1.

In addition to peak flow analysis, hydraulic capacity of the existing 1200 mm CSP culvert has been assessed under the existing condition scenario. Table 2 summarizes findings of the culvert performance:

Storm Return Head (m) Flow (L/s) Velocity Q/Qcap Distribution Period (m/s)1:100 340 3hour 206.5 1.3 0.19 Chicago 24-hour SCS 1:5 206.4 210 1.2 0.12 Type II 1:50 206.7 600 1.3 0.34 0.44 1:100 206.8 760 1.3

 Table 2: Pre-Development PCSWMM Culvert Simulation Results

As per the design criteria, the proposed culvert inlet configuration will be required to provide similar hydraulic conditions to the results in Table 2 in the post development configuration.

5.6 Post-Development Flow (Quantity Control)

Hydraulic analysis of the post-development scenario has been carried out to determine the operation of the new 1200 mm HDPE culvert, enhanced grass swale system and proposed Dry Pond SWM facility.

The parameters used to develop the PCSWMM model are outlined in **Appendix G** along with the post development schematic and subcatchment delineation figures.

5.6.1 Culvert Analysis

Geometric and hydraulic characteristics of the proposed culvert used in the simulation are presented in **Table 3** below. The headwall inlet type was selected as a representative standards value for the analysis of the proposed culvert.

Table 3: Geometric and Hydraulic Characteristics of the Proposed Culvert

Parameter	Value
Number of barrels	1
Shape	Circular
Size (mm)	1200
Length (m)	164
Culvert Structure	HDPE
Culvert Configuration	Headwall with no wing walls
Entry Loss Coefficient	0.20
Roughness (Manning's n)	0.013

The PCSWMM model simulation results of the proposed culvert for various return periods under the Chicago and SCS storm distribution are presented in Table 4:

Head Flow Velocity Storm Return Velocity Head Flow Difference **Difference** Difference Distribution Period (L/s) (m/s) (m) (m/s) (mm) (L/s) 3-hour 1:100 206.5 -30 340 +2 0.9 -0.4 Chicago 1:5 206.4 +20 240 +30 8.0 -0.4 24-hour 1:50 206.6 -20 600 -2 1.2 -0.1 SCS Type II 1:100 206.8 -10 750 -9 1.3 +0.0

Table 4: Proposed Culvert Inlet Simulation Results

The above simulation results indicate that proposed culvert inlet configuration has sufficient capacity to accept and convey the 1:100 year estimated peak flow for the critical SCS storm distribution with minimal difference in head or velocity as a result of the reconfiguration of the culvert through the site.

The results for the 24–hour SCS storm distribution suggest a slight increase in head during the frequent events but the proposed culvert configuration maintains the same headwater depth, or less, in the larger storm events. Also, the simulation results show that velocities in the culvert are maintained at existing levels or below and would therefore not increase downstream scour.

The results show that proposed culvert inlet configuration will not have an adverse impact on the current flow conveyance conditions and the proposed culvert will meet the design criteria presented in Section 5.3 above.

5.6.2 Enhanced Grass Swale System

The site stormwater swale system, including the proposed rock check dams along the proposed west and south grassed swales, was simulated in the PCSWMM model. The flow over the rock check dams was simulated using a weir element raised by 450 mm from the bottom of the swale. The results of the simulation are summarized in **Table 5** below:

3-hour Chicago 1:100 year Storm Event 24-hour SCS Type II Distribution 1:100 Peak Flow Results (L/s) year Storm Event Peak Flow Results (L/s) Maximum Maximum Overtopping Maximum Overtopping Swale ID Flow Flow Maximum Flow Depth at Overtoppi Flow Depth at Depth¹ Depth¹ Overtopping Rock Check Rock Check (L/s) ng Flow (L/s) Flow (L/s) (m) (m) Dams² Dams² (L/s) (mm) (mm) North Grassed Swale N SW-1 84 0.19 No rock check dams 86 0.35 No rock check dams

Table 5: Swale System Model Results (1:100 year return period event)

	3-ho		o 1:100 year Sto Flow Results (L/				Type II Distrib ent Peak Flow	
Swale ID	(L/s)		Maximum Overtopping Depth at Rock Check Dams ² (mm)	Maximum Overtoppi ng Flow (L/s)	Flow (L/s)	Flow Depth ¹ (m)	Maximum Overtopping Depth at Rock Check Dams ² (mm)	Maximum Overtopping Flow (L/s)
N_SW-2	82	0.34			111	0.21		
N_SW-3	50	0.12			103	0.16		
N_SW-4	50	0.19			103	0.25		
East Grass	ed Swal	е						
E_SW-1	84	0.23	No rock che	ek dame	165	0.28	No rock of	neck dams
E_SW-2	81	0.10	INO TOCK CHE	ck dams	164	0.14	INO TOCK CI	ieck dairis
West Grass	ed Swa	le						
W_SW-1	118	0.53	78	118	146	0.54	89	145
W_SW-2	106	0.52	73	107	144	0.54	89	144
W_SW-3	106	0.52	67	85	143	0.55	95	143
W_SW-4	92	0.50	46	59	143	0.53	83	143
W_SW-5	69	0.47	17	25	138	0.51	56	140
South Gras	sed Swa	ale						
S_SW-1	111	0.20	No rock che	ok domo	195	0.22	No rock ch	andr dama
S_SW-2	109	0.32	INO TOCK CHE	ick dallis	167	0.34	INO TOCK CI	ICUN UAITIS
S_SW-3	91	0.46	12	53	216	0.48	32	215
S_SW-4	53	0.46	7	24	201	0.47	24	136
S_SW-5	25	0.40	0	0	141	0.47	16	73
S_SW-6	0	0.00	0	0	71	0.46	10	39

Note ¹: Flow depth in the swale was reported at the downstream receiving junction node

Note 2: North and East Grassed swale do not have rock check dams as indicated in Section 5.2 above

Based on the simulation results, rock check dams along west and south swales are overtopped under the 1:100 year scenario for both storm distributions. Maximum overtopping depth of 78 mm and 95 mm was calculated along west swale for the 3-hour Chicago and 24-hour SCS storm distribution, respectively. Maximum swale flow depths are 545 mm which maintains a 300 mm freeboard to the top of the swale in the 1:100 year event. It should be noted that under the 3-hour 1:100 year Chicago distribution proposed south swale has sufficient storage capacity to completely retain storm runoff and to prevent any discharge into the existing Plunge Pool.

5.6.3 Stormwater Management Facility

The proposed end-of-pipe SWM facility is a dry detention pond sized for peak flow attenuation. The design characteristics of the proposed SWM facility were set based on the existing and proposed topography, proximity to the receiving culvert, and design criteria outlined in Section 5.3. The geometry of the pond is generally as follows:

- bottom elevation = 208.37 m
- top elevation = 208.92 m
- maximum pond depth = 0.55 m
- side slope = 5H:1V.

The maximum available footprint area of the SWM facility is roughly 1,200 m², which in turn generates a total live storage of approximately 370 m³.

The outlet structure of the SWM facility has been designed to limit post-development flows to predevelopment levels based on the following:

- A headwall structure is proposed at the downstream end of the SWM facility near the toe
 of the pond embankment, with the orifice opening elevation set at the base of the pond;
- The outlet control device is a flow orifice, sized to provide control for post-development runoff to the pond. The proposed orifice has a diameter of 100 mm discharging to a 300 mm diameter pipe at 0.5% slope;
- An emergency overflow spillway is specified as a protective measure against storm events
 in situations where the dry pond unable to discharge via the flow control orifice due to
 blockages or there is an event greater than the 1:100 year. The spillway was sized to
 convey the peak flow generated by the 1:100 year storm and is intended to overtop
 driveway and flow towards the swale exiting the site to the southwest.

The pond facility was simulated in the PCSWMM model as a storage node with the outlet control structure as an orifice and a weir link. The simulation results for the proposed SWM facility are summarized in **Table 6**, including the peak inflow and outflow rates, storage volumes, and water levels for various return frequencies under the 3-hour Chicago and 24-hour SCS Type II design storm.

Storm Distribution	Return Period	Inflow Rate (L/s)	Storage Used (m3)	Water Level (m)	Outflow Rate into proposed 1200 mm HDPE Culvert (L/s)		
3-hour Chicago	1:100	360	320	208.88	14		
24-hour	1:5	150	200	208.77	12		
SCS Type II	1:50	240	330	208.88	14		
	1:100	260	370	208.92	14		

Table 6: SWM Facility Simulation Results Summary

The above summary of the simulation results (refer to **Appendix G** for modeling files) indicates the following:

- The pond contains all runoff up to and including the 1:100 storm event for both storm distributions; and,
- The maximum reported storage usage and water level in the pond was under the 24-hour SCS distribution.

The drawdown time under the 1:100 year return period is summarized in **Table 7** below:

Table 7: SWM Facility - Simulated Drawdown time (1:100 year return period event)

Return Period	Drawdown time to empty Dry Pond Facility from maximum water level (hh:mm)						
1:100 year 3-hour Chicago Storm	11:00						
1:100 year 24-hour SCS Type II Storm	15:40						

The simulation results indicate that following the 1:100 year storm event, the expected drawdown time for the SWM dry pond facility from maximum water level to a complete drawdown is up to 16 hours for the critical 24-hour SCS distribution. This is within the 24 hours recommended by MOECP.

5.7 Overall System Performance

Table 8 summarizes the peak flows under the post-development controlled conditions compared to the pre-development conditions at the outfall from the existing plunge pool.

Table 8: Post-Development Peak Flow at the Existing Plunge Pool Location

Storm Distribution	Return Period	Peak Outflow West Swale (L/s)	Peak Outflow South Swale (L/s)	Peak Outflow 1200 mm HDPE Culvert (L/s)	Total Post- Development Peak Flow (L/s)	Pre- Development Allowable Flow (L/s)
3-hour Chicago	1:100	24	0	360	360	360
24 hour	1:5	8	0	290	230	230
24-hour SCS Type II	1:50	110	20	630	630	650
303 Type II	1:100	140	39	760	810	810

Based on the above summary table, post-development flows for all storm events are at or below the pre-development levels. Therefore there will be negligible or no change to the flow rates downstream of the site.

5.8 Erosion and Sediment Control

During construction of the proposed site, appropriate erosion and sedimentation control measures, as outlined in the Ontario Ministry of Natural Resources (MNR) Guidelines on Erosion and Sediment Control for Urban Construction Sites, will be implemented to trap sediment on site. As a minimum, the following erosion and sedimentation control measures are proposed:

Supply and installation of a silt fence barrier, as per OPSD 219.110;

- Supply and installation of filter fabric between the frame and cover of catch basins and
 maintenance holes adjacent to the project area during construction, to prevent sediment
 from entering the sewer system. The filter fabric is to be inspected regularly and corrected
 as required;
- Stockpiling of material during construction is to be located along flat areas away from drainage paths. For material placed on sloped areas, stockpiles are to be enclosed with a silt fence to protect watercourses;
- All catch basins are to be equipped with sumps, inspected frequently, and cleaned as required;

The proposed erosion control measures shall conform to the following documents:

- "Guidelines on Erosion and Sediment Control for Urban Construction Sites" published by Ontario Ministries of Natural Resources, Environment, Municipal Affairs, and Transportation & Communication, Association of Construction Authorities of Ontario and Urban Development Institute, Ontario, May 1987.
- "MTO Drainage Manual", Chapter F: "Erosion of Materials and Sediment Control", Ministry of Transportation & Communications, 1985.
- "Erosion and Sediment Control" Training Manual by Ministry of Environment, Spring 1998.
- Applicable Regulations and Guidelines of the Ministry of Natural Resources.

6.0 Utilities

Natural Gas distribution supplied by Union Gas is in the vicinity (Drive-in Theatre Road) and the site is in close proximity to the TransCanada main feed on Highway 11. Gas service may need to be extended to the site on Grant Drive to service the development.

Overhead electricity is available on Grant Drive. A service drop from this supply will be necessary to provide electricity to the development in buried duct bank.

Electrical and mechanical engineers are reviewing building systems to determine the required electrical and gas service sizes.

7.0 Conclusions

This report details infrastructure requirements for this development covering water supply, sanitary sewerage, stormwater management and supplementary utilities.

One 200mm diameter watermain service connection to the existing 250mm watermain along Grant Drive is proposed to service an on-site hydrant and domestic water supply. Planned upgrades by the City to improve local municipal water supply and pressures are expected to remedy current fire flow deficiencies.

One 200mm diameter sanitary sewer service connection is proposed to the existing 200mm diameter sanitary sewer along Grant Drive.

Development of this site will maintain a local stormwater management pathway across this site via a relocated buried 1200mm culvert and maintenance of an overland flow route. Post-development runoff will be accommodated through a dry pond type stormwater management facility and on site enhanced swales. Measures detailed in this report will address stormwater quality, stormwater quantity and erosion concerns during and post-development.

Connection to the nearby gas, electrical and communications services are also proposed for the site.

This report has been prepared for the exclusive use of CGV Developments. Its discussions and conclusions are summary in nature and cannot be properly used, interpreted or extended to other purposes without a detailed understanding and discussions with the client as to its mandated purpose, scope and limitations. This report was prepared for the sole benefit and use of CGV Developments and may not be used or relied on by any other party without the express written consent of J.L. Richards & Associates Limited.

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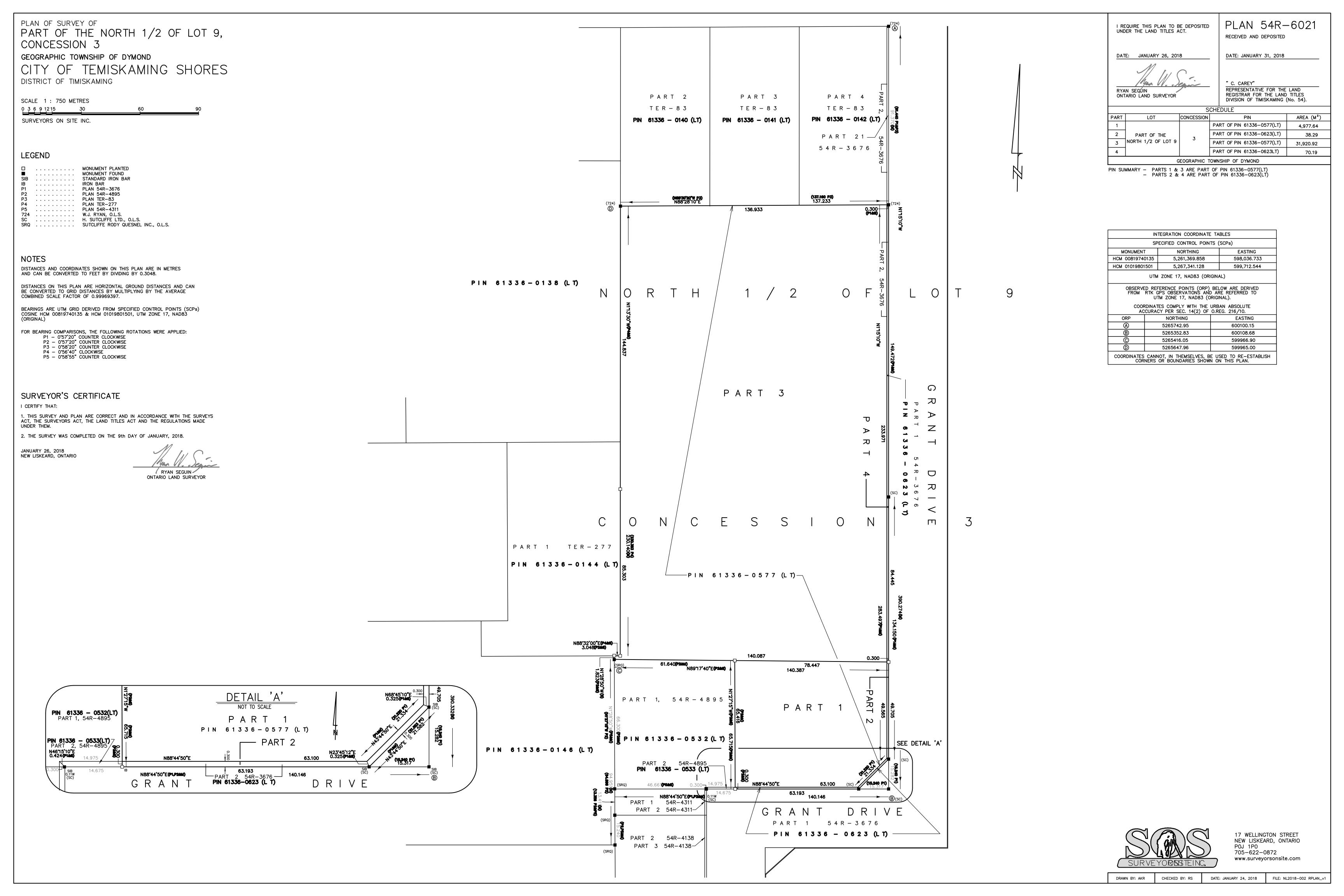
Tel: 519 763-0713

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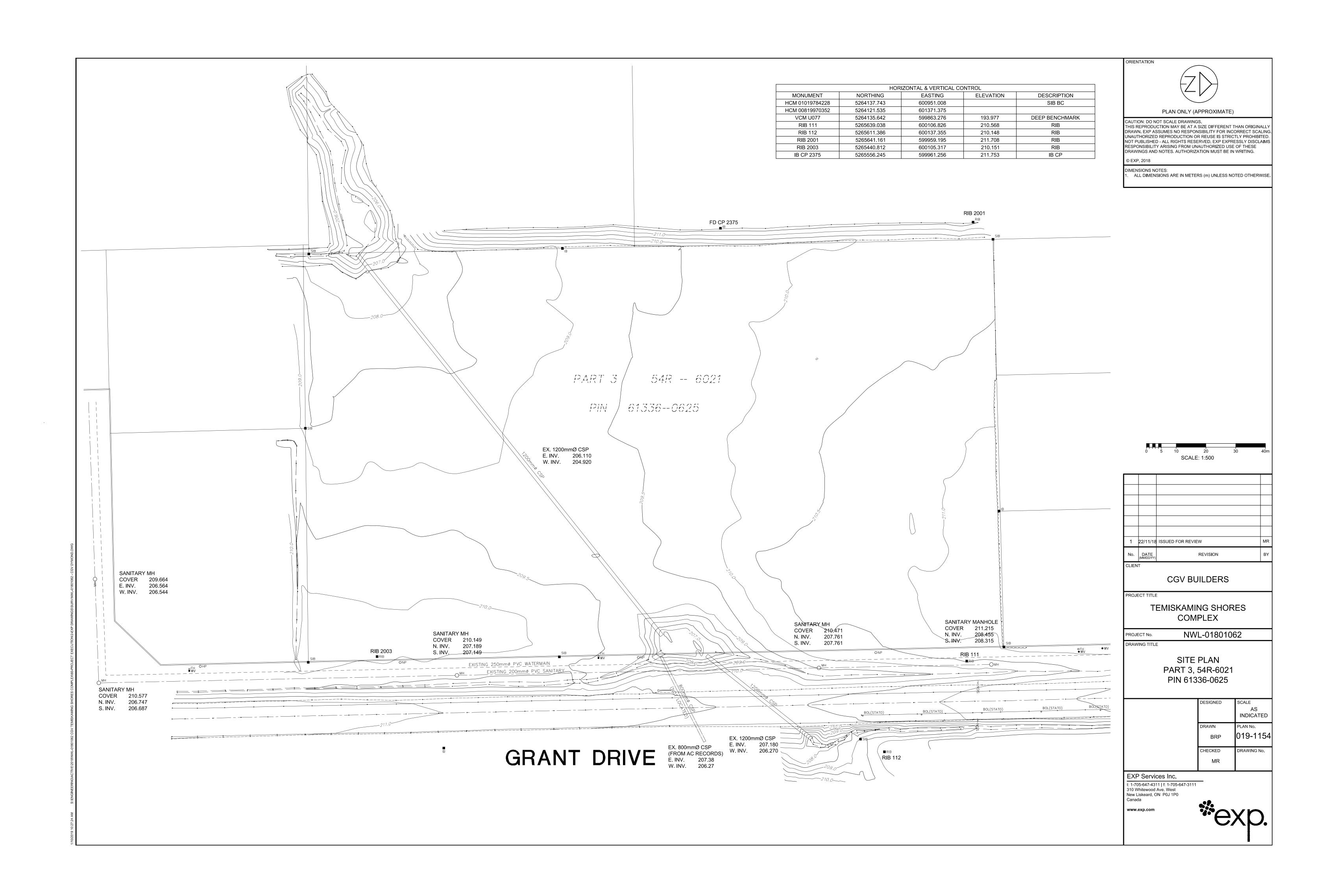


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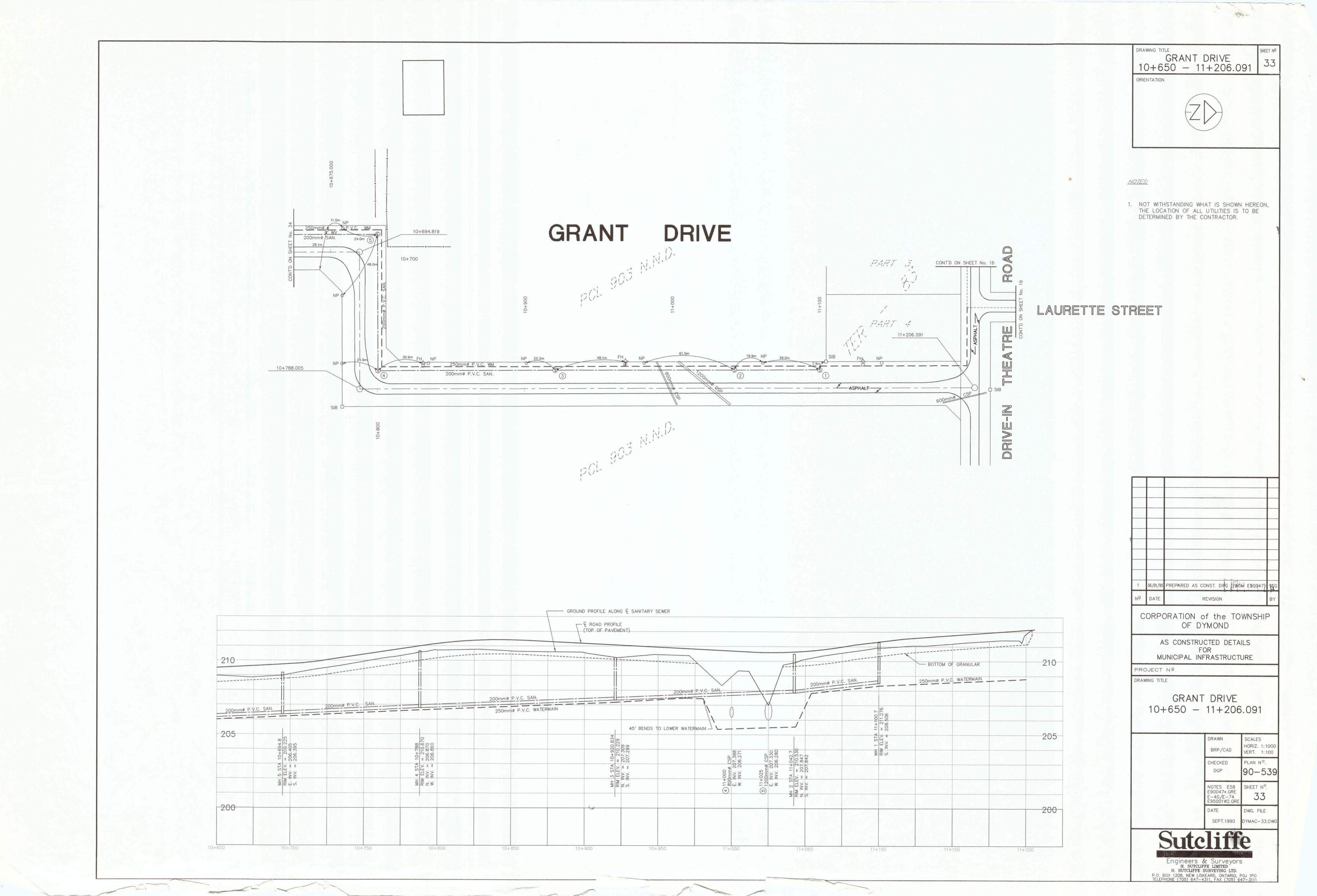
APPENDIX A LEGAL SURVEY



APPENDIX B TOPOGRAPHIC SURVEY



APPENDIX C AS-CONSTRUCTED PLAN AND PROFILE OF GRANT DRIVE



APPENDIX D HYDRANT TEST RESULTS (EXP)

From EXP:

LOCATION	FLUSH	METER F	READING	FLOW	PRESURES			
	Time	Start	Stop	GPM	Static	Residual		
Grant Dr. / Drive In Theatre Road	10			705	60	21		
Grant Dr. north of S curve corner	10			710	60	21		
Grant Dr. at S curve corner	10			730	64	22		
Grant Dr. south of Spectrum Feeds	10			710	60	21		
Grant Dr. beside Walmart Entrance	10			740	64	23		
Grant Dr. beside Canadian Tire entr.	10			790	65	26		
Grant Dr. south of Canadian Tire	10			800	78	27		
Grant Dr. / Wilson Avenue	10			850	79	30		

Hydrant Calcs:

Hydrant Analysis

Pitot Pressure	PSI		kPa		(NOT GIVEN)
Port Diameter	INCH	2.5	mm	63.5	(NOT GIVEN)
Coefficient		0.9			(NOT GIVEN)
Measured Flow	USGPM	710	L/s	45.6	(PROVIDED - NOT CALCULATED)
Static Pressure	PSI	60	kPa	414	
Measured Pressur	PSI	21	kPa	145	
Rated Flow	USGPM	720	L/s	46.2	

Pump Curve Data			
10 PSI / 70 kPa	USGPM	812 L/s	52.1
20 PSI / 140 kPa	USGPM	720 L/s	46.2
30 PSI / 210 kPa	USGPM	616 L/s	39.5
40 PSI / 280 kPa	USGPM	495 L/s	31.8
50 PSI / 350 kPa	USGPM	340 L/s	21.8
60 PSI / 420 kPa	USGPM	0 L/s	0.0

APPENDIX E WATER DEMAND AND FUS CALCULATION

Project: CGV

Date Apr-19

By: Saxton

FIRE FLOW CALCS OBC OFM-TG-03-1999

Fire Flow Reg's (FF) = K V Stot

Where K = 18 Table 1, Using C occupancy

V = 8640 m3

Stot = 1 No other buildings within 20m (but confirm per 6.3(e) paragraph 2

Century Hydrant B-50 FF = (volume) 18 x 8640m3 * 1.0

> ~ 155520L two hose @ 50psi delivers +/-130L/s two hose @ 25psi delivers +/-105L/s

Fire flow of 4500 L/min required as per Table 2 Pumper nozzle @ 25psi delivers +/-126 L/s

75 L/s

Headloss Calculations

Hazen Williams Formula

Hazen Williams equation (Mays, 1999; Streeter et al., 1998; Viessman

$$H = L \left[\frac{V}{kC} \left(\frac{4}{D} \right)^{0.63} \right]^{1/0.54} \qquad V = \frac{Q}{A} \quad A = \frac{\pi}{4} D^2$$

Assumes 150mm PVC pipe Assumes 200mm PVC pipe O= Q= 75 (l/s) 75 (l/s) C= 150 HDPE pipe C= 150 HDPE pipe

Dia.= Dia.= 150 (mm) 200 (mm) L= 130 m L= 130 m 4.244 m/s 2.39 m/s V= V= 0.01767 m² 0.0314 m² A= A=

11.0 m H= H= 2.7 m P1= 15.6 psi P2= 3.9 psi

Utilize 200mm pipe to reduce losses.

	Fire Flow Calculation (per FUS 1999 Guidelines) CGV SENIORS DEVELOPMENT									
C=	Coefficient related to type of constr = Wood frame =ordinary construction =non-combustible construction =fire resistive construction (< 2 hrs =fire resistive construction (> 2 hrs = interpolation)	1.0 1.5 1.0 0.8 0.7 0.6							
A=	Area of structure considered (m ²)				1800 m ² lings" under OBC separated by fire w print ~6000m2)					
F=	= Required fire flow (litres/minut = 220 C(A) ^{0.5} (25,000 L/min Max)	e)	Cal (1) Rou	culated: unded:	9334 L/min 9000 L/min					
Occupan	* non-combustible * limited combustible * combustible * free burning * rapid burning	-25% -15% 0% 15% 25%	(2) Sur	charge:	0 L/min					
			(1) + (2)		9000 L/min					
Sprinkle	* non-combustible -fire resistive		(3) Red	0% duction:	0 L/min					
Exposure	* Surcharge (cumulative (% of 2) * 0 - 3 m * 3.1 - 10 m * 10.1 - 20 m * 20.1 - 30 m * 30.1 - 45 m	25% 20% 15% 10% 5%		0 0 0 0	0% 0% 0% 0% 0%					
	* Number of Party Walls * 1000 L/m	iin	(4) Sur	1 charge:	1000 L/min 0 L/min					
		Fire		culated: unded:	9000 L/min 9000 L/min 150 L/s					

Water Supply Calculation **CGV Seniors Development**

Design Criteria

350 L/cap/day

Average Day Flow Rate: Max Day Flow Rate: 2.75 x Average Day Demand 4.25 x Average Day Demand 0.5 x Average Day Demand Peak Hour Factor: Minimum Day Factor:

Population	Average Daily Demand (L/s)	Maximum Day Demand (L/s)		Minimum Day Demand (L/s)
124	0.50	1.38	2.13	0.25

Maximum Day plus Fire Flow Maximum Day plus Fire Flow

77	(OBM-OFM)
152	(FUS)

APPENDIX F SANITARY SEWER CALCULATIONS

CGV Sanitary Sewer Calculation Sheet

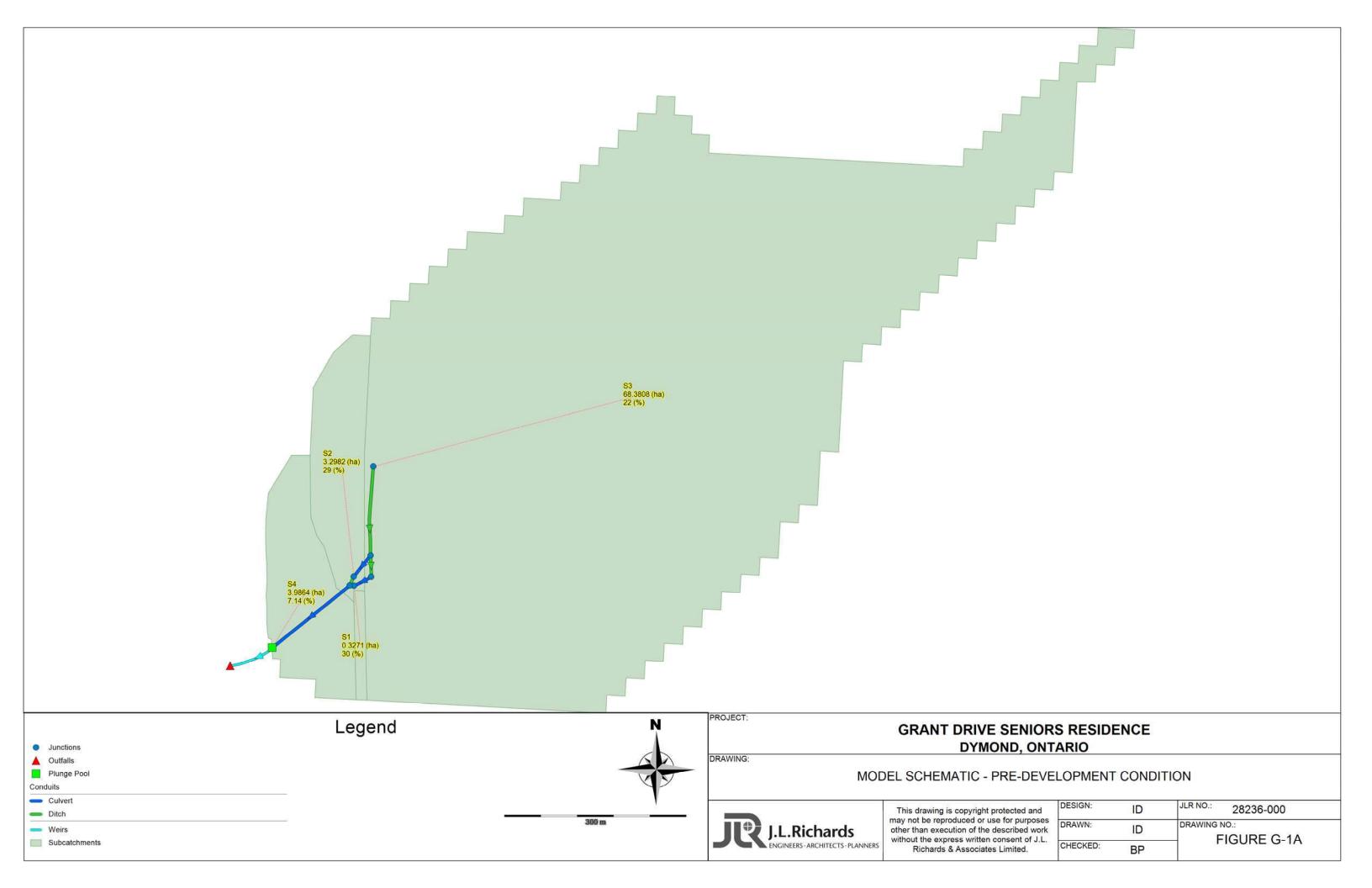


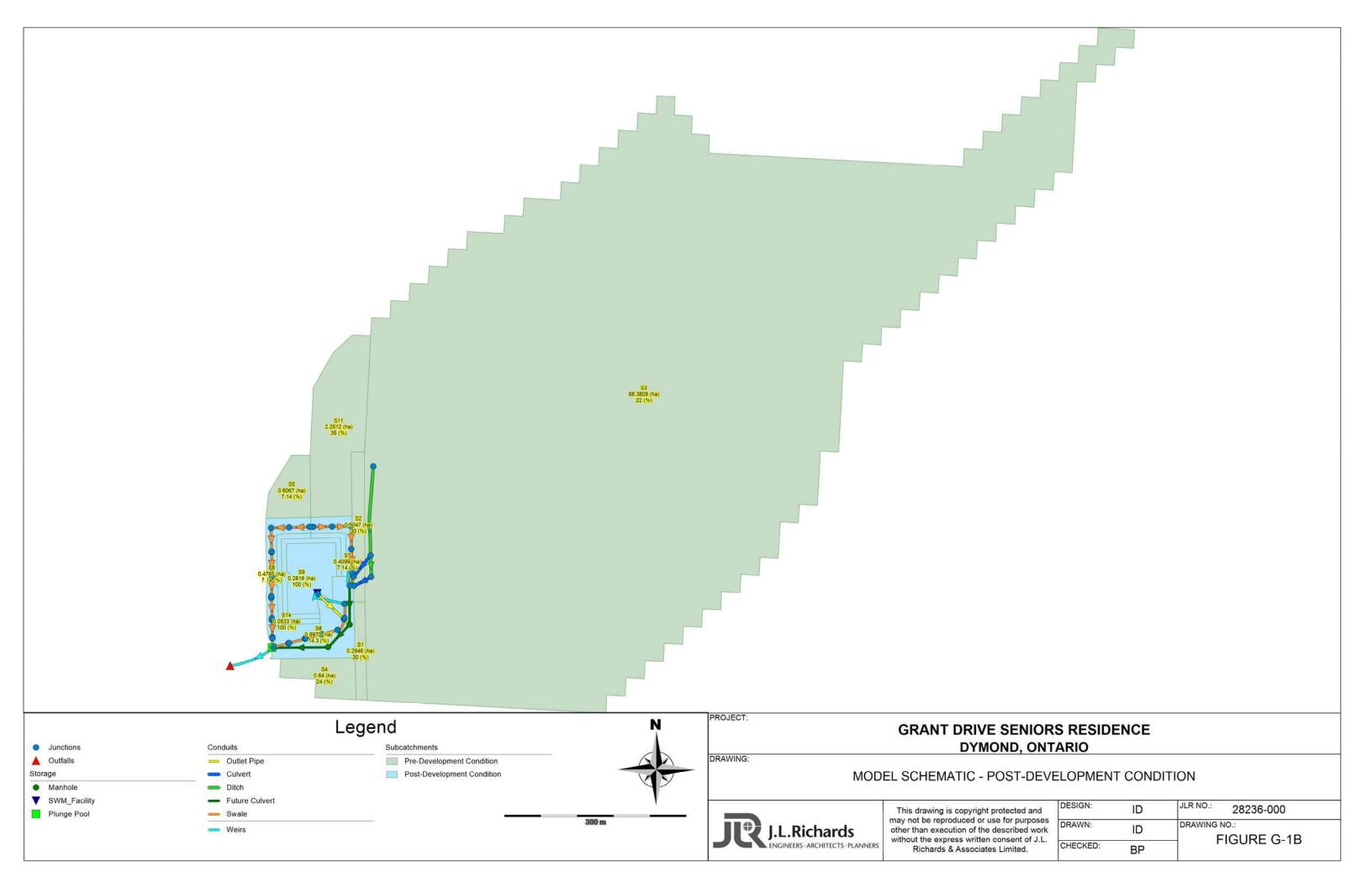
		DRA	INAGE A	AREA DESCRIPTI	ON																			OUTLET P	IPE DATA				
LOCATION	MANI FROM		IN No.	ICREMENTAL AR	EA Ha	CONTRIBUTING AREAS		PULAT		Σ P(1000)	q I/cap/d)	м	Peak Flow (I/s)	Σ AREA (ha)	IA (I/s)	Q (l/s)	SIZE (mm)	Type of Pipe	Slope (%)	AREA (m²)	WETTED PERIMET ER	HYDRAU LIC RADIUS		Q/Qfull	VEL (m/s)	LENGTH (m)	FALL (m)	OUTLET PIF	PE DATA D/S
North Mech Room	North	MH 2		RES MED	0.05		32.2	62	0.062	0.062	350	4.00	1.00	0.05	0.01	1.01	150	PVC	2.00%	0.0177	0.4712	0.0375	21.54	0.05	1.22	20	0.400		
TTOTAL TROOM	MH 2	MH 3		RES MED	0.05		32.2	0	0.000	0.062	350	4.00	1.00	0.10	0.01	1.02	200	PVC	0.50%		0.6283			0.04	0.74	70	0.350		
South Mech Room	South	MH 1		RES MED	0.05		32.2	62	0.062	0.062	350	4.00	1.00	0.05	0.01	1.01	150	PVC	2.00%		0.4712			0.05	1.22	20	0.400		
	MH 1	MH 3		RES MED	0.05		32.2	0	0.000	0.062	350	4.00	1.00	0.10	0.01	1.02	200	PVC	0.50%	0.0314	0.6283	0.0500	23.19	0.04	0.74	60	0.300		
	MH 3	Street		RES MED	0.05		32.2	0	0.000	0.124	350	4.00	2.01	0.20	0.03	2.04	200	PVC	0.50%	0.0314	0.6283	0.0500	23.19	0.09	0.74	50	0.250		
	l													Approximat	te Grant Dr	ive Capacit	200	PVC	0.42%	0.0314	0.6283	0.0500	21.26	0.00	0.68				
				DESIGN PAR	AMETER						Designe	d Bv:				PROJEC													
fannings n =	0.0130																CGV Developments - Seniors Housing												
verage Daily Flow (q)											SS																		
• , , , ,						Checked	Ву:				LOCATION: Grant Drive, New Liskeard, Ontario																		
											SS																		
											Dwg. Re	ference:				Project No	umber:								Date:			Sheet Numb	er:
											3					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	28236												

APPENDIX G STORM CALCULATIONS AND FIGURES

APPENDIX G1

STORMWATER MODELING SCHEMATICS





APPENDIX G2

STORMWATER MODELING PARAMETERS

Appendix G-2 – PCSWMM Model Parameters

The following sets out a description of each of the parameters used in the modelling. Any differences from the below at any of the specific elements are noted in the description in the model.

The event modelling is used to provide the analysis of the storm runoff from the watershed area, capacity of the existing and proposed culvert, and storage capacity of the proposed Dry Pond SWM facility.

G1.0 Subcatchments

G1.1 General Parameters

Parameter	Units	Description / Values
Name	-	The name of the subcatchment was based on the standard PCSWMM naming convention for the Subcatchment using the prefix 'S' and associated number ID (i.e., S1).
Tag	-	Subcatchment areas were tagged based on the property boundaries of the proposed development. Areas outside the boundaries were tagged as 'Pre-Development' since they are not being developed while areas within the property boundary are tagged as 'Post-Developed' since they are subject of the proposed site development.
Rain Gauge	-	The storm type selected for the model run. In the event simulations the following storm files are used: Distribution Return Periods 3 hour Chicago 1:100 24 hour SCS Type II 1:5, 1:50 and 1:100 Event
Outlet	-	The downstream major system node to which the subcatchment drains
Area	ha	The area is calculated internally by PCSWMM
Width / Flow Length	m	Width is calculated internally by PCSWMM based on the Subcatchment flow path segment.

Parameter	Units	Description / Values
Slope	%	For subcatchments under pre-development condition slopes are calculated based on the OFAT tool.
		For subcatchments under post-development condition slopes are calculated based on the proposed grading plan.
Imperv	%	Under pre-development condition imperviousness was calculated using the online OFAT tool while the percentage of impervious area under post-development condition is determined is based on the runoff coefficient (C-Factor), which was calculated using the layout of proposed development and the percentage area of impervious and pervious surfaces.
N Imperv	-	A constant of 0.013 is selected as the Manning's N for impervious surfaces such as roads, sidewalk and parking areas. The value is representative of smooth impervious surface as per Table 3-5 of the EPA Storm Water Management Model Reference Manual Vol I – Hydrology (EPA, 2016).
N Perv	-	A constant of 0.25 is selected as the Manning's N for pervious areas. The value is representative of light to tense turf land cover as per Table 3-5 of the EPA Storm Water Management Model Reference Manual Vol I – Hydrology (EPA, 2016).
DStore Imperv	mm	A constant of 1.57 mm is used as the impervious depression storage as per the industry standards.
DStore Perv	mm	The pervious depression storage is linked to the Curve Number (CN) and Soil Storage (S) using the following relationship:
		CN DStore Perv
		≤ 70 0.075*S
		> 70 ≤ 80 0.10*S
		> 80 ≤ 90 0.155*S > 90 0.2*S
		Depression storage was calculate for each curve number identified in the Hydrologic Soil Group shapefile and associated land use classification obtained form the online OFAT tool.
Zero Imperv	%	Determines areas where it is considered that there is no depression storage. Not applied in this model.

Parameter	Units	Description / Values
Subarea Routing	•	The constant 'PERVIOUS' is entered to simulate the subarea of impervious surface, such as the rear part of roofs, which may flow over pervious areas prior to discharging to the outlet of the subcatchment.
		The constant 'OUTLET' was used for roof subareas which are a 100% impervious areas.
Percent Routed	%	The percentage of impervious catchment area within each subcatchment which is routed across the pervious area.
Drying Time	days	The time for a fully saturated soil to completely dry is set at 7 days though this is not used in design event analysis.
Curve Number	-	The curve number is representative of the infiltration of the pervious land cover within the catchment. The curve number used is the modified curve number based on the GIS analysis.

The parameters Curb Length, Snow Pack, LID Controls, Groundwater and Erosion are not used in the model.

G2.0 Link Elements

G2.1 Conduits

Parameter	Units	Description / Values
Name	-	Conduits are named based on the on flow routing criteria such as open ditch or culvert routing.
		Road side ditches are named using prefix 'Ditch-' and ID number (i.e., 'Ditch-1');
		Culvert conduits are named using prefix 'CULV-' and ID Number (i.e., 'CULV-1);
		Swales are named using letter prefix describing the side of the property where the swale is located (i.e., 'N' for north, 'S' for south, 'W' for west and 'E' for east) and alphanumerical identification 'SW-1' (ex., 'N_SW-1' or 'E_SW-1').
Inlet Node	-	Upstream node of the link element.
Outlet Node	-	Downstream node of the link element.
Tag	-	Conduits were tagged based on the conduit type (ditch, swale or culvert), and on flow routing criteria (open ditch, swale or culveert).
		Conduit Flow Tag Type Routing
		Culvert Pipe Flow Cuvert/FUT_HDPE_Culvert
		Swale Open Swale Swale
		Ditch Open Ditch Ditch
		Outlet Pipe Pipe Flow Outlet_Pipe
Length	m	Length is auto-calculated in PCSWMM.
Roughness	-	The roughness coefficient of 0.013 and 0.024 were used for future HDPE culvert and existing CSP culvert, respectively.
		Where the conduit is part of the major system the roughness is contained within the transect and this value is not read by the model.
Inlet Elev	m	Elevation of conduit invert at the inlet.

Parameter	Units	Description / Values
Outlet Elev	m	Elevation of conduit invert at the outlet.
Initial Flow	m³/s	No initial flows are set in the model
Flow Limit	m³/s	No flow limits are set in the model
Entry Loss Coeff.	-	To simulate losses at the culvert inlet under the existing conditions the value is set to 0.9 simulate projecting type of the culvert inlet; To simulate losses at the culvert new configuration under the pot-development condition the value is set to 0.2 to simulate inlet
		with headwall structure.
		No losses are applied to the major system.
Exit Loss Coeff.	-	For the pipe system (culvert sections) the exit loss coefficient is based on the angle of change in flow direction at the upstream manhole as per the values below (read from City of Ottawa Sewer Design Guidelines Appendix 6-B). No losses are applied to the major system.
		Angle ° Loss Coeff. 0 0.020 10 0.045 15 0.150 20 0.118 30 0.210 40 0.325 50 0.460 60 0.635 70 0.840 80 1.065 90 1.320
		Exit losses from the pipe system into Plunge Pool, is 1.0.
		No losses are applied to the major system.
Average Loss Coeff.	-	The average loss coefficient is not used in this model.
Seepage Rate	mm/hr	There is no seepage applied to conduits in this model.
Flap Gate	-	No flap gates are applied to the model conduits.

Parameter	Units	Description / Values
Cross Section	-	Culvert conduits are represented with circular cross section
		Major system conduits are Irregular and use the transect listed in the parameter below.
Geometry	m	The geometry of the conduit for cross sections other than irregular. For the culvert system the single value is the pipe diameter.
Barrels	-	The number of identical sewers within the conduit, usually 1.
Transect	-	The cross sections of the swales are based on the proposed swale design.
Shape Curve	-	Not used in this model
Culvert Code	-	Not used in this model

G2.2 Weirs

Weirs are generally used in the model to represent the transfer of flow from surcharging of low points to a downstream node. Weirs are also used to represent potential flow across the road or rail over a culvert crossing. In this model weirs were only used to transfer major flow over the proposed rock check dams in swale and to simulate flow over the emergency spillway at the proposed dry pond.

Parameter	Units	Description / Values
Name	-	Weirs are named using the standard PCSWMM naming convention with prefix 'W' and associated ID number (ex., 'W4').
Inlet Node	-	Upstream node of the weir element.
Outlet Node	-	Downstream node of the weir element.
Tag	-	No tags were used for the weirs.
Туре	-	Weirs in the model representing the rock check dams are trapezoidal while other weirs used in the model such as emergency spillway at the pond are transverse weirs.

Parameter	Units	Description / Values
Height	m	Height of the weir is based on the proposed swale and emergency spillway geometry.
Length	m	Length of the weir is based on the proposed swale and emergency spillway geometry.
Side Slope	m/m	No side slopes are applied.
Inlet Offset	m	To simulate rock check dams the inlet offset is set to 450 mm to represent the height of the check dam;
		The inlet offset for the emergency spillway is based on the spill point elevation from the proposed Dry Pond.
Discharge Coeff.	m³/s	The discharge coefficient of 1.84 is used in the model to represent a broad crested weir.
Flap Gate	-	No flap gates are applied to weirs in the model.
End Contractions	-	No end contractions are applied to weirs in the model.
End Coeff.	m³/s	No end coefficient losses are applied to weirs in the model.
Can Surcharge	-	Weirs are not allowed to surcharge.

G2.3 Outlets

Outlet elements are not used in the model.

G2.4 Orifices

Orifices are used to represent the control device at the outlet of the Dry Pond.

Parameter	Units	Description / Values
Name	1	Orifice is named using the standard PCSWMM naming convention with prefix 'OR' and associated ID number (i.e., 'OR1').
Inlet Node	-	Upstream node of the orifice link.

Parameter	Units	Description / Values
Outlet Node	-	Downstream node of the orifice link.
Tag	-	No tag was used for the orifice.
Туре	-	Side orifices was used for the Dry Pond outlet.
Cross Section	-	Cross section used is circular.
Height	m	The orifice dimensions are set to ensure a freeboard in the Dry Pond of 300 mm during the critical 1:100 year 24-hour SCS Type II storm and to limit the outflow from the pond.
Width	m	For side orifice values are set to 0.
Inlet Offset	m	The orifice is set to pond bottom elevation.
Discharge Coefficient	-	The discharge coefficient was set to 0.61.
Flap Gate	-	Flap gate was not used for the orifice links.
Time to Open/Close	Н	This value was set to 0.

G3.0 Node elements

G3.1 Junctions

For standard manholes the Storage node type is used. Junction node types are used for major system nodes and have no storage or spatial dimensions, other than elevation, associated with them.

Parameter	Units	Description / Values
Name	-	Junctions are named using the standard PCSWMM naming convention with prefix 'J' and associated ID number (i.e., 'J31')
Tag	-	Junction nodes were not tagged.
Inflows	-	No additional inflows in the system are simulated

Parameter	Units	Description / Values
Treatment	1	No treatment is modelled
Invert Elevation	m	Invert elevations for junction nodes representing existing road side ditches are obtained from the topographical survey. Swale invert elevations are based on the proposed design.
Rim Elevation	m	For major system nodes representing the road side ditches connecting points the rim elevation is read from the topographical survey. Swale RIM elevations are set to match the proposed swale design depth.
Depth	m	The depth is internally calculated in PCSWMM as the difference between the invert and rim elevations.
Initial Depth	m	No initial depths are set in the model.
Surcharge Depth	m	No surcharge depths are set in the model.
Ponded Area	m²	No ponded areas are set in the model.

G3.2 Storage

Storage nodes are used to represent culvert manholes at the location where culvert changes flow direction and plunge pool and Dry Pond storage.

Parameter	Units	Description / Values
Name	-	Culvert storage nodes are representing maintenance hole structures. The name of the nodes are having prefix 'MH-' and associated ID number (ex., 'MH-1'). Storage node representing dry pond within proposed development is named as 'SWM_Dry_Pond'. Storage node representing plunge pool is named as 'Plunge_Pool'.

Parameter	Units	Description / Values
Tag	-	 The following tags were used in the model to differentiate between various storage nodes used in the model: Manhole – used for the nodes that represent the maintenance hole locations along the proposed culvert; Plunge Pool – used for the nodes that represents the existing surface storage area located downstream of the site location; and Dry Pond – used for the node that represents the proposed Dry Pond SWM facility
Inflows	-	No additional inflows are modeled.
Treatment	-	No treatment is modelled
Invert Elevation	m	For culvert the invert elevation is as per the proposed culvert design. For dry pond the invert elevation is the base of the pond as per the grading plan. Plunge Pool has invert elevation based on the topographic information.
Rim Elevation	m	For culvert manholes the rim elevation is as per the surface elevation of the grading plan. For dry pond the rim elevation is set to be 0.5 m higher than top of the pond from the grading plan to accommodate flow depth over the emergency spillway. Plunge pool RIM elevation is increased to match the top of the highest connecting conduit.
Depth	m	The depth is internally calculated in PCSWMM as the difference between the invert and rim elevations.

Parameter	Units	Description / Values
Initial Depth	m	Initial depth in the model has been calculated to account for the starting elevation of the downstream boundary condition in the plunge pool. The initial depth was calculated as the difference between the starting water level and the node invert elevation. Where the invert elevation was higher than starting water level in the plunge pool the initial depth value was set to zero.
Ponded Area	m²	No ponded areas are set in the model.
Evaporation Factor	fraction	No evaporation is considered in design event analysis.
Storage Curve	-	For manholes in the culvert the Function storage curves are used. The storage is set at a constant representing the base area of a manhole for the entire depth. For dry pond storage Tabular curves are used to represent the designed pond storage capacity. For plunge pool storage Tabular curves are used to represent the existing storage capacity based on the available topographic information
Conductivity	mm/hr	No conductivity was simulated in the model.

G3.3 Outfalls

Outfalls are the terminal nodes of the drainage system used to define the final downstream boundary.

Parameter	Units	Description / Values
Name	-	Outfall nodes are named as per the PCSWMM naming convention using prefix 'OF' and associated ID number (i.e., 'OF1').
Tag	-	No tags were used for the outfalls.
Inflows	-	No external inflows are applied at outfall nodes
Treatment	-	No treatment is modelled

Parameter	Units	Description / Values
Invert Elevation	m	The invert elevation is based on the existing topographical information.
Rim Elevation	m	Similarly as for the invert elevation, same sources were used to determine RIM elevations of outfall node.
Tide Gate	-	No backflow is prevented in the model outfalls and therefore 'No' is selected.
Route To	-	If flow from the outfall is directed to another subcatchment but this is not done in the model and this parameter is left blank.
Туре	-	Outfall boundary condition is set to 'Free' for both, pre- and post-development conditions.

G3.4 Inflows

No inflows were used in the model

Modeling Parameters - Pre-Development Conditions

Subcatchment ID	Tag	Area (ha)	Width (m)	Flow Length (m)	Slope (%)	Imperv. (%)	N Imperv	N Perv	Dstore Imperv (mm)	Dstore Perv (mm)	Percent Routed (%)	Curve Number	Drying Time (days)
S1	Pre-Development	0.33	180.0	18.2	0.50	30.00	0.013	0.25	1.57	7.60	100.00	78	7
S2	Post-Development	3.30	85.0	388.0	1.33	29.00	0.013	0.25	1.57	7.60	100.00	78	7
S3	Pre-Development	68.38	488.0	1401.2	1.33	22.00	0.013	0.25	1.57	7.60	100.00	78	7
S4	Post-Development	3.99	110.0	362.4	1.33	7.14	0.013	0.25	1.57	7.60	100.00	78	7

Modeling Parameters - Post-Development Conditions

Subcatchment ID	Tag	Area (ha)	Width (m)	Flow Length (m)	Slope (%)	Imperv. (%)	N Imperv	N Perv	Dstore Imperv (mm)	Dstore Perv (mm)	Percent Routed (%)	Curve Number	Drying Time (days)
S1	Pre-Development	0.2946	160.0	18.4	0.50	30.00	0.013	0.25	1.57	7.6	100.0	78	7
S2	Pre-Development	0.5047	274.0	18.4	0.50	30.00	0.013	0.25	1.57	7.6	100.0	78	7
S3	Pre-Development	68.3808	488.0	1401.2	1.33	22.00	0.013	0.25	1.57	7.6	100.0	78	7
S4	Pre-Development	0.6400	70.7	90.5	1.33	24.00	0.013	0.25	1.57	7.6	100.0	78	7
S5	Pre-Development	0.6067	59.6	101.9	1.33	7.14	0.013	0.25	1.57	7.6	100.0	78	7
S6	Post-Development	0.4785	414.2	11.6	25.00	7.14	0.013	0.25	1.57	6.4	100.0	81	7
S7	Post-Development	0.4099	220.9	18.6	10.00	7.14	0.013	0.25	1.57	6.4	100.0	81	7
S8	Post-Development	0.9973	232.1	43.0	7.50	14.30	0.013	0.25	1.57	6.4	100.0	81	7
S9	Post-Development	0.2818	263.5	10.7	2.00	100.00	0.013	0.25	1.57	6.4	100.0	81	7
S10	Post-Development	0.8379	309.3	27.1	0.50	71.40	0.013	0.25	1.57	6.4	100.0	81	7
S11	Pre-Development	2.2512	69.4	324.2	1.33	35.00	0.013	0.25	1.57	7.6	100.0	78	7

APPENDIX G3

STORMWATER PCSWMM OUTPUT FILES

Culvert_FUT_SCS_24hr_100_REV2

[TITLE]

East Swale Revised;

Removed orifice from west and central grassed swale

[OPTIONS]

;;Options	Value
-	value
;;FLOW UNITS	CMS
INFILTRATION	CURVE NUMBER
FLOW ROUTING	DYNWAVE
LINK OFFSETS	ELEVATION
MIN SLOPE	0
ALLOW_PONDING	NO
SKIP_STEADY_STATE	NO
START_DATE	01/01/2000
START TIME	00:00:00
REPORT_START_DATE	01/01/2000
REPORT_START_TIME	00:00:00
END_DATE	01/05/2000
END_TIME	00:00:00
SWEEP_START	01/01
SWEEP_END	12/31
DRY_DAYS	0
REPORT_STEP	00:01:00
WET_STEP	00:05:00
DRY_STEP	00:05:00
ROUTING_STEP	1
RULE_STEP	00:00:00
INERTIAL_DAMPING	PARTIAL
NORMAL_FLOW_LIMITED	BOTH
FORCE_MAIN_EQUATION	H-W
VARIABLE_STEP	0.75
LENGTHENING_STEP	0
MIN_SURFAREA	1.167
MAX_TRIALS	8
HEAD_TOLERANCE	0.0015
SYS_FLOW_TOL	5
LAT_FLOW_TOL	5
MINIMUM_STEP	0.5

[EVAPORATION]

THREADS

;;Type	Parameters
;;	
CONSTANT	0.0
DDV ONTV	NO

[RAINGAGES]

i i	Rain	Time	Snow	Data
;;Name	Type	Intrvl	Catch	Source
;;				
Chicago_3h_10	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_10
Chicago_3h_100	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_100
Chicago_3h_2	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_2
Chicago_3h_25	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_25
Chicago_3h_5	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_5
Chicago_3h_50	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_50
SCS 24hr 100xr Dymond	TMTFMCTTV	0:15	1 0	TIMESERIES SCS 24hr 100vr Dymond

SCS_24hr_130_Dymond INTENSITY 0:15 1.0 TIMESERIES SCS_24hr_130_Dymond SCS_24hr_5_Dymond INTENSITY 0:15 1.0 TIMESERIES SCS_24hr_5_Dymond

L	SUBCATCHMENT	2 J
:	:	

Snow			10001	101101		10110.	CULD
;;Name Pack	Raingage	Outlet	Area	Imperv	Width	Slope	Length
;;							
S1	SCS 24hr 100yr Dy	mond TOA	0.2946	30	160	0.5	0
S10	SCS_24hr_100yr_Dy			71.4	309.313	0.5	0
S11	SCS_24hr_100yr_Dy	mond J17	2.2512	35	69.436	1.329	0
S12	SCS_24hr_100yr_Dy	mond J18	0.1008	100	126.196	2	0
S13	SCS_24hr_100yr_Dy	mond J15	0.1572	100	180.482	2	0
S14	SCS_24hr_100yr_Dy	mond J22	0.0533	100	64.688	2	0
S2	SCS_24hr_100yr_Dy	mond J5	0.5047	30	274	0.5	0
S3	SCS_24hr_100yr_Dy	mond J1	68.3808	22	488	1.329	0
S4	SCS_24hr_100yr_Dy	mond J22	0.64	24	70.726	1.329	0
S5	SCS_24hr_100yr_Dy	mond J16	0.6067	7.14	59.551	1.329	0
S6	SCS_24hr_100yr_Dy	mond J20	0.4785	7.14	414.182	25	0
S7	SCS_24hr_100yr_Dy	mond J18	0.4099	7.14	220.929	10	0
S8	SCS_24hr_100yr_Dy	mond J24	0.9973	14.3	232.098	7.5	0
S9	SCS 24hr 100yr Dy	mond SWM Dry Pon	d 0.2818	100	263.451	2	0

Total

Pcnt.

Pcnt.

Curb

[SUBAREAS]

[PODYKEVP]							
;;Subcatchment	N-Imperv	N-Perv	S-Imperv	S-Perv	PctZero	RouteTo	PctRouted
;;							
S1	0.013	0.25	1.57	7.6	0	PERVIOUS	100
S10	0.013	0.25	1.57	6.4	0	PERVIOUS	100
S11	0.013	0.25	1.57	7.6	0	PERVIOUS	100
S12	0.013	0.25	1.57	6.4	0	OUTLET	
S13	0.013	0.25	1.57	6.4	0	OUTLET	
S14	0.013	0.25	1.57	6.4	0	OUTLET	
S2	0.013	0.25	1.57	7.6	0	PERVIOUS	100
S3	0.013	0.25	1.57	7.6	0	PERVIOUS	100
S4	0.013	0.25	1.57	7.6	0	PERVIOUS	100
S5	0.013	0.25	1.57	7.6	0	OUTLET	
S6	0.013	0.25	1.57	6.4	0	PERVIOUS	100
S7	0.013	0.25	1.57	6.4	0	PERVIOUS	100
S8	0.013	0.25	1.57	6.4	0	PERVIOUS	100
59	0 013	0 25	1 57	6 4	0	OHTHET	

[INFILTRATION]

;;Subcatchment	CurveNum	HydCon	DryTime
;;			
S1	78	0.5	7
S10	81	0.5	7
S11	78	0.5	7
S12	81	0.5	7
S13	81	0.5	7
S14	81	0.5	7
S2	78	0.5	7
S3	78	0.5	7
S4	78	0.5	7
S5	78	0.5	7
S6	81	0.5	7
S7	81	0.5	7
S8	81	0.5	7
S9	81	0.5	7

[JUNCTIONS]

;;	Invert	Max.	Init.	Surcharge	Ponded
;;Name	Elev.	Depth	Depth	Depth	Area
;;					
J1	210.8	2	0	0	0
J10	208.552	1.02	0	0	0

J11	208.929	1.02	0	0	(CULV-2	J3	J4	31.97	0.024	207.38	206.27
J12 J13	209.325 208.98	1.02	0	0	(0 0 CULV-3A	J5	MH-1	64.214	0.013	206.11	205.757
J14 J15	208.728 209.13	1.02	0	0	(0 0 CULV-3B	MH-1	MH-2	51.57	0.013	205.757	205.473
J16 J17	209.28	1.02	0	0	(0 0						
J18	209.48 209.17	1.02	0	0	(CULV-3C 0 0	MH-2	Plunge_Pool	92.803	0.013	205.473	205.009
J19 J2	208.789 207.18	1.02 3.18	0	0	(DITCH-1 0 0	J1	Ј2	147.146	0.035	210.8	207.18
J20 J21	209.48 208.37	1.02	0	0	(DITCH-2 0 0	Ј2	Ј3	35.868	0.035	207.18	207.38
J22	208.441	0.62	0	0	Č)				DITCH-3	Ј4	J5	7.364	0.035	206.11	206.11
J23 J24	208.296 208.68	1 0.62	0 0	0	(0 0 DITCH-4	J6	J5	16.26	0.035	206.11	206.11
J25 J26	208.07 208.151	1.137	0	0	(0 0 E_SW-1	Ј18	J13	38.146	0.035	209.17	208.98
J27 J28	208.005 208.56	1.76	0	0	(0 0 E SW-2	J13	J19	38.146	0.035	208.98	208.789
J29	207.888	2.092	Ō	0	Ċ)				0 0						
J3 J31	207.38 208.929	2.83	0 0	0	()				N_SW-1 0 0	Ј20	J16	33.962	0.035	209.48	209.28
J32 J33	208.728 208.552	1.02	0	0	(N_SW-2 0 0	J16	J15	29.905	0.035	209.28	209.13
J34 J35	208.368 208.225	1.02 1.065	0	0	(N_SW-3 0 0	J17	J12	30.97	0.035	209.48	209.325
J4	206.11	4.1	0.0	7 0	Ċ)				N_SW-4	J12	J18	30.97	0.035	209.325	209.17
Ј43 Ј44	208.296 208.151	1 1.38	0 0	0	(0 0 S_SW-1	Ј24	J28	23.924	0.035	208.68	208.56
Ј45 Ј5	208.005 206.11	1.76 3.89	0.0	7 0	(0 0 S_SW-2	Ј28	Ј22	23.924	0.035	208.56	208.441
J6 J7	206.11 208.225	3.99 1.065	0.0	7 0	(0 0 S_SW-3	Ј22	J43	29.038	0.035	208.441	208.296
J9	208.368	1.02	0	0	Ċ					0 0						
[OUTFALLS]										S_SW-4 0 0	Ј23	J44	29.038	0.035	208.296	208.151
;; ;;Name	Invert Elev.	Outfal Type		tage/Table ime Series	Tide Gate	Route To				S_SW-5 0 0	Ј26	J45	29.038	0.035	208.151	208.005
;; OF1	204.91	FREE			NO					S_SW-6 0 0	J27	Ј29	23.403	0.035	208.005	207.888
[STORAGE]										SW-13 0 0	Ј19	J5	22.209	0.01	208.789	206.11
;;	Invert	Max.	Init.	Storage	Curve					SW-8	J35	Plunge_Pool	15.037	0.035	208.225	208.15
Evap. ;;Name	Elev.	Depth	Depth	Curve	Params					0 0 W_SW-1	J15	J31	40.182	0.035	209.13	208.929
Frac. Infilt:	ration para 	ameters								0 0 W_SW-2	J11	J32	40.183	0.013	208.929	208.728
MH-1	205.757	4 393	0.423	FUNCTIONAL	. Ո	0	4.524	Ō	0	0 0 W_SW-3	J14	J33	35.163	0.013	208.728	208.552
MH-2	205.473	4.667	0.707	FUNCTIONAL	. 0	0	4.524	0	0	0 0						
Plunge_Pool SWM_Dry_Pond		5.08 0.85	1.26 0	TABULAR TABULAR	Plunge_ Dry_Por			0	0	W_SW-4 0 0	J10	Ј34	36.896	0.035	208.552	208.368
[CONDUITS]										W_SW-5 0 0	J9	J7	28.577	0.035	208.368	208.225
;; Init. Max.	Inlet		Outlet			Manning	Inlet	Outl	et	[ORIFICES]						
;;Name	Node		Node	Len	gth	N	Offset	Offs	et	;;	Inlet	Outlet	Orifice	Crest	Disch.	Flap
Flow Flow										Open/Close ;;Name	Node	Node	Type	Height	Coeff.	Gate Time
C2	 J21		J25	59.	5	0.013	208.37	208.	07	;;						
0 0 C3	Ј25		MH-1	14.		0.013	208.07	208		OR1	SWM_Dry_Pond	J21	SIDE	208.37	0.61	NO 0
0 0									27	[WEIRS]	T=1-E	0	77 - 1	Q'	D42:	Pl P-1
CULV-1 0 0	Ј2		J6	45.	015	0.024	207.18	206.	21	;; End	Inlet	Outlet	Weir	Crest	Disch.	Flap End

J.L. Richards & Associates Limited JLR No.: 28236-000

Name eff.			Node th RoadSurf Co		Height	Coeff.		e Con.	SW-16_6 W1 W11	RE	RAPEZOIDAL ECT_OPEN ECT_OPEN	0.17 0.5 0.3		20 10 1	20 0 0	20 0 0		
									W2		RAPEZOIDAL			5.737	3	3		
	***	J43	J23	TRAPEZOIDAL	208.746	1.84	NO	0	W4		RAPEZOIDAL			2.951	3	3		
	NO	J44	J26	TRAPEZOIDAL	208 601	1.84	NO	0	W5 W6		RAPEZOIDAL RAPEZOIDAL			2.951 2.641	3 3	3 3		
	NO	011	020	11411 2201212	200.001	1.01	1.0	Ü	w7		RAPEZOIDAL			3.238	3	3		
		J45	J27	TRAPEZOIDAL	208.455	1.84	NO	0										
	NO	Plunge_Pool	OF1	TRANSVERSE	206.18	1.84	NO	0	[TRANSECTS]									
	NO	Piunge_Pooi	OFI	IRANSVERSE	200.10	1.04	NO	U	NC 0.035 0.	.035	0.035							
16_6		J29	Plunge_Pool	TRAPEZOIDAL	208.338	1.84	NO	0	X1 Culvert_Out	let	4	0.0	10	0.0	0.0	0.0	0.0	0.0
	NO	CMM Dwg Dond	T24	TD MICTIED CE	208.92	1 0/	NO.	0	GR 0.4 0		0	4	0	6	1.3	10		
	NO	SWM_Dry_Pond	J24	TRANSVERSE	200.92	1.84	NO	U	NC 0.035 0.	.035	0.035							
		J19	J5	TRANSVERSE	209.589	1.84	NO	0	X1 East_Swale		6	0	4.644	0.0	0.0	0.0	0.0	0.0
	NO		-05						GR 0.829 0		0.026	2.562	0	2.643	0.01	2.698	0.123	3.64
	NO	J7	J35	TRAPEZOIDAL	208.675	1.84	NO	0	GR 0.245 4.	644								
	NO	J31	J11	TRAPEZOIDAL	209.379	1.84	NO	0	NC 0.035 0.	.035	0.035							
	NO								X1 North-East_	_1	5	0.0	12.759	0.0	0.0	0.0	0.0	0.0
		J32	J14	TRAPEZOIDAL	209.178	1.84	NO	0	GR 0.222 0		0.191	3.109	0.101	5.194	0	7.18	0.694	12.7
	NO	J33	J10	TRAPEZOIDAL	200 002	1.84	NO	0	NC 0.035 0.	.035	0.035							
	NO	033	010	IRAPEZOIDAL	209.002	1.04	NO	U	X1 North-East		5	0.0	12.848	0.0	0.0	0.0	0.0	0.0
		J34	J9	TRAPEZOIDAL	208.818	1.84	NO	0	GR 0.277 0	-	0.16	1.768	0	4.111	0.264	6.229	1.096	12.8
	NO																	
паштом	a 1									.035	0.035 5	0 0	1 00	0.0	0.0	0 0	0.0	0 0
ECTION ink	8]	Shape	Geom1	Geom2 Geom	3 Geor	n4 Bar	rels		X1 North-West_ GR 0.249 0	_1	0.218	0.0 3.008	1.02 0.037	0.0 6.169	0.0	0.0 6.94	0.0 0.999	0.0 15.6
								_	01. 0.219		0.210	3.000	0.057	0.103	Ü	0.51	0.333	13.0
		CIRCULAR	0.3	0 0	0	1				.035	0.035							
		CIRCULAR	0.3	0 0	0	1		_	X1 North-West_	_2	4	0.0	15.397	0.0	0.0	0.0	0.0	0.0
/-1 /-2		CIRCULAR CIRCULAR	1.2	0 0	0	1 1		6 6	GR 0.347 0		0.277	0.708	0	3.821	0.949	15.397		
V-3A		CIRCULAR	1.2	0 0	0	1		1	NC 0.035 0.	.035	0.035							
V-3B		CIRCULAR	1.2	0 0	0	1			X1 Plain_Ditch		4	0.0	16	0.0	0.0	0.0	0.0	0.0
V-3C		CIRCULAR	1.2	0 0	0	1			GR 1.74 0		0	6.23	0.01	11.14	1.63	16		
CH-1		IRREGULAR	ROW_Ditch	0 0	0	1			0 045 0									
CH-2 CH-3		IRREGULAR IRREGULAR	ROW_Ditch Culvert_Outlet	0 0	0	1			NC 0.045 0. X1 ROW_Ditch	.045	0.035 7	6.29	13.45	0.0	0.0	0.0	0.0	0.0
CH-3		IRREGULAR	Culvert_Outlet	0 0	0	1			GR 1.64 0		1.55	3.9	1.37	6.29	0.03	8.33	0.0	9.33
N-1		IRREGULAR	East_Swale	0 0	0	1				3.45	1.29	14.7	1.57	0.25	0.05	0.55	Ü	,.,,
N-2		IRREGULAR	East_Swale	0 0	0	1												
W-1		IRREGULAR	North-West_1	0 0	0	1			;Source:									
N-2		IRREGULAR	North-West_2	0 0	0	1			;West Swale Cr		Section Ex	cel File	;					
W-3 W-4		IRREGULAR IRREGULAR	North-East_1 North-East_2	0 0	0	1			Cross Section; NC 0.035 0.	.035	0.035							
W-1		TRAPEZOIDAL	0.62	2 20	20	1			X1 Transect#1	. 055	8	0.0	1.481	0.0	0.0	0.0	0.0	0.0
W-2			0.62	2 20	20	1			GR 0.955 0		0.12	6.606	0.117	6.712	0	7.052	0.017	7.42
W-3		TRAPEZOIDAL		2 20	20	1			GR 0.12 8.	642	0.127	8.755	1.481	12.848				
W-4		TRAPEZOIDAL		2 20	20	1				_								
W-5 W-6		TRAPEZOIDAL TRAPEZOIDAL		2 20 20	20 20	1			;West Swale Cr ;Cross Section		section Ex	cel File	i					
и-6 13		IRREGULAR	East_Swale	0 0	0	1			NC 0.035 0.		0.035							
3		IRREGULAR	Transect#1	0 0	Ö	1			X1 Transect#2		8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
v-1		IRREGULAR	Transect#5	0 0	0	1			GR 1.255 0		0.392	2.793	0	3.929	0.04	4.27	0.217	4.76
N-2		IRREGULAR	Transect#2	0 0	0	1			GR 0.328 5.	202	0.368	5.359	2.262	9.903				
√3 1		IRREGULAR	Transect#4	0 0	0	1												
√-4 √-5		IRREGULAR IRREGULAR	Transect#3 Transect#1	0 0	0	1			;Source: ;West Swale Cr	nga c	Section Pv	cel File	:					
		CIRCULAR	0.1	0 0	0	_			Cross Section		JUCULUM EA	oci riie	•					
			0.17	20 20	20					.035	0.035							
			0.17	20 20	20				X1 Transect#3		8	0.0	7.659	0.0	0.0	0.0	0.0	0.0
		TRAPEZOIDAL		20 20	20				GR 1.156 0		0.641	1.718	0	4.086	0.127	4.457	0.271	4.88
		RECT_OPEN	0.5	8 0	0				GR 0.345 5.	. 219	0.454	5.67	1.275	7.659				

J.L. Richards & Associates Limited JLR No.: 28236-000

;Source: ;West Swale Cross ;Cross Section 4 NC 0.035 0.035 X1 Transect#4 GR 0.901 0 GR 0.115 2.376 ;North-West Corne ;West Swale Cross ;Cross Section 5 NC 0.035 X1 Transect#5 GR 1.125 0 GR 0.328 5.202	0.035 8 0.243 6 0.846 er of the F 8 Section F 5 0.035 8	0.0 1.494 5.154 Building;	0.069 1.879	0.0 1.865 7.898	0.0 0	0.0 2.069 0.0 4.27	0.0 0.076 0.0 0.217	0.0 2.259 0.0 4.761	Chicago_3h_10 ;Chicago_design_storm, rain_units = mm/hr. Chicago_3h_100 Chicago_3h_100	1:10 1:20 1:30 1:40 1:50 2:00 2:10 2:20 2:30 2:40 2:50 3:00 a = 1037.049	14.341 8.551 6.301 5.063 4.267 3.708 3.291 2.967 2.708 2.494 2.316 0 , b = 0.011, c = 2.986 3.487	0.815, Duration = 180 minutes, r = 0.3	35,
[LOSSES]	T. 1 . 1	0.13.1		-1		a			Chicago_3h_100	0:20	4.226		
;;Link ;;	Inlet	Outlet	Average	Flap		SeepageRate			Chicago_3h_100 Chicago_3h_100	0:30 0:40	5.44 7.893		
	0	0.045	0	NO		0			Chicago_3h_100	0:50	16.732		
	0	1.32	0	NO		0			Chicago_3h_100	1:00	158.639		
CULV-1	0.9	1	0	NO		0			Chicago_3h_100	1:10	18.71		
CULV-2	0.9	1	0	NO	1	0			Chicago_3h_100	1:20	11.031		
CULV-3A	0.2	0.46	0	NO		0			Chicago_3h_100	1:30	8.068		
	0	0.46	0	NO		0			Chicago_3h_100	1:40	6.447		
CULV-3C	0	1	0	NO		0			Chicago_3h_100	1:50	5.41		
f draward 1									Chicago_3h_100	2:00	4.684		
[CURVES] ;;Name	m	X-Value	Y-Value						Chicago_3h_100	2:10 2:20	4.144 3.726		
;;	Type	x-value							Chicago_3h_100 Chicago_3h_100	2:30	3.726		
Dry_Pond	Storage	0	0						Chicago_3h_100	2:40	3.118		
Dry_Pond	beorage	0.03	12						Chicago_3h_100	2:50	2.889		
Dry_Pond		0.13	245						Chicago_3h_100	3:00	0		
Dry_Pond		0.23	590								-		
Dry_Pond		0.33	965						;Chicago design storm,	a = 520.957	b = 3.403, c = 0	0.809, Duration = 180 minutes, $r = 0.35$	5,
Dry_Pond		0.43	1105						rain units = mm/hr.				
Dry_Pond		0.55	1199						Chicago_3h_2	0:00	1.705		
Dry_Pond		0.85	1199						Chicago_3h_2	0:10	2.014		
									Chicago_3h_2	0:20	2.483		
Existing	Storage	0	0						Chicago_3h_2	0:30	3.29		
Existing		0.64	0.64						Chicago_3h_2	0:40	5.054		
Existing		0.89	15.2163						Chicago_3h_2	0:50	12.763		
Existing		1.14	35.264 60.0553						Chicago_3h_2	1:00 1:10	63.811		
Existing Existing		1.64	89.6023						Chicago_3h_2 Chicago_3h_2	1:20	14.516 7.528		
Existing		1.89	123.8071						Chicago_3h_2	1:30	5.176		
Existing		2.14	163.2699						Chicago_3h_2	1:40	3.987		
Existing		2.39	210.5063						Chicago_3h_2	1:50	3.266		
Existing		2.64	265.878						Chicago_3h_2	2:00	2.78		
~									Chicago_3h_2	2:10	2.43		
Plunge_Pool	Storage	0	301						Chicago_3h_2	2:20	2.163		
Plunge_Pool		1.26	1304						Chicago_3h_2	2:30	1.954		
Plunge_Pool		1.76	1304						Chicago_3h_2	2:40	1.785		
									Chicago_3h_2	2:50	1.645		
[TIMESERIES] ;;Name	Date	Time	Value						Chicago_3h_2	3:00	0		
;;									:Chicago decign etorm	a = 810 916	b = 0.018 c - 0	0.803, Duration = 180 minutes, r = 0.35	5
;Chicago design s	storm a =				3 Dura	tion = 180 m	inutes r	= 0 35 rain	rain units = mm/hr.	u = 010.910,	D = 0.010, C = 1	0.005, Dalacion - 100 minutes, 1 - 0.35	11
units = mm/hr.		2.,,, 0	0.05, 0	. 0.75	-,	100 iii		,	Chicago_3h_25	0:00	2.644		
Chicago_3h_10		0:00	2.392						Chicago_3h_25	0:10	3.081		
Chicago_3h_10		0:10	2.782						Chicago_3h_25	0:20	3.722		
Chicago_3h_10		0:20	3.354						Chicago_3h_25	0:30	4.775		
Chicago_3h_10		0:30	4.29						Chicago_3h_25	0:40	6.89		
Chicago_3h_10		0:40	6.167						Chicago_3h_25	0:50	14.447		
Chicago_3h_10		0:50	12.848						Chicago_3h_25	1:00	127.453		
Chicago_3h_10		1:00	106.364						Chicago_3h_25	1:10	16.137		

 J.L. Richards & Associates Limited
 May 14, 2019

 JLR No.: 28236-000
 -4

 Revision: 0

Chicago_3h_25	1:20	9.584	SCS_24hr_100yr_Dymond	2:30	0.996
Chicago_3h_25	1:30	7.042	SCS_24hr_100yr_Dymond	2:45	0.996
Chicago_3h_25	1:40	5.645	SCS 24hr 100yr Dymond	3:00	0.996
	1:50	4.748	SCS_24hr_100yr_Dymond	3:15	0.996
Chicago_3h_25					
Chicago_3h_25	2:00	4.12	SCS_24hr_100yr_Dymond	3:30	0.996
Chicago_3h_25	2:10	3.652	SCS_24hr_100yr_Dymond	3:45	0.996
Chicago_3h_25	2:20	3.289	SCS_24hr_100yr_Dymond	4:00	1.226
Chicago_3h_25	2:30	2.998	SCS_24hr_100yr_Dymond	4:15	1.226
Chicago_3h_25	2:40	2.759	SCS_24hr_100yr_Dymond	4:30	1.226
Chicago_3h_25	2:50	2.559	SCS_24hr_100yr_Dymond	4:45	1.226
Chicago_3h_25	3:00	0	SCS_24hr_100yr_Dymond	5:00	1.226
			SCS_24hr_100yr_Dymond	5:15	1.226
;Chicago design storm, a	a = 589.236, b	= 0.668, c = 0.793, Duration = 180 minutes, r = 0.35,	SCS_24hr_100yr_Dymond	5:30	1.226
rain units = mm/hr.			SCS_24hr_100yr_Dymond	5:45	1.226
Chicago_3h_5	0:00	2.15	SCS_24hr_100yr_Dymond	6:00	1.379
Chicago_3h_5	0:10	2.506	SCS_24hr_100yr_Dymond	6:15	1.379
Chicago_3h_5	0:20	3.032	SCS_24hr_100yr_Dymond	6:30	1.379
Chicago_3h_5	0:30	3.902	SCS_24hr_100yr_Dymond	6:45	1.379
Chicago 3h 5	0:40	5.684	SCS 24hr 100yr Dymond	7:00	1.685
Chicago_3h_5	0:50	12.533	SCS_24hr_100yr_Dymond	7:15	1.685
Chicago_3h_5	1:00	90.161	SCS_24hr_100yr_Dymond	7:30	1.685
Chicago_3h_5	1:10	14.059	SCS_24hr_100yr_Dymond	7:45	1.685
Chicago_3h_5	1:20	8.014	SCS_24hr_100yr_Dymond	8:00	1.992
	1:30	5.81		8:15	1.992
Chicago_3h_5	1:40	4.628	SCS_24hr_100yr_Dymond	8:30	2.145
Chicago_3h_5			SCS_24hr_100yr_Dymond		
Chicago_3h_5	1:50	3.88	SCS_24hr_100yr_Dymond	8:45	2.145
Chicago_3h_5	2:00	3.359	SCS_24hr_100yr_Dymond	9:00	2.451
Chicago_3h_5	2:10	2.974	SCS_24hr_100yr_Dymond	9:15	2.451
Chicago_3h_5	2:20	2.676	SCS_24hr_100yr_Dymond	9:30	2.758
Chicago_3h_5	2:30	2.438	SCS_24hr_100yr_Dymond	9:45	2.758
Chicago_3h_5	2:40	2.243	SCS_24hr_100yr_Dymond	10:00	3.524
Chicago_3h_5	2:50	2.08	SCS_24hr_100yr_Dymond	10:15	3.524
Chicago_3h_5	3:00	0	SCS_24hr_100yr_Dymond	10:30	4.749
			SCS_24hr_100yr_Dymond	10:45	4.749
	a = 923.446, b	= 0.015, c = 0.81, Duration = 180 minutes, r = 0.35,		11:00	7.354
units = mm/hr.			SCS_24hr_100yr_Dymond	11:15	7.354
Chicago_3h_50	0:00	2.802	SCS_24hr_100yr_Dymond	11:30	22.674
Chicago_3h_50	0:10	3.269	SCS_24hr_100yr_Dymond	11:45	93.758
Chicago_3h_50	0:20	3.956	SCS_24hr_100yr_Dymond	12:00	11.03
Chicago_3h_50	0:30	5.086	SCS_24hr_100yr_Dymond	12:15	11.03
Chicago_3h_50	0:40	7.362	SCS_24hr_100yr_Dymond	12:30	5.668
Chicago_3h_50	0:50	15.539	SCS_24hr_100yr_Dymond	12:45	5.668
Chicago_3h_50	1:00	142.851	SCS_24hr_100yr_Dymond	13:00	4.136
Chicago_3h_50	1:10	17.368	SCS_24hr_100yr_Dymond	13:15	4.136
Chicago_3h_50	1:20	10.27	SCS_24hr_100yr_Dymond	13:30	3.217
Chicago_3h_50	1:30	7.525	SCS_24hr_100yr_Dymond	13:45	3.217
Chicago_3h_50	1:40	6.021	SCS_24hr_100yr_Dymond	14:00	2.298
Chicago_3h_50	1:50	5.057	SCS_24hr_100yr_Dymond	14:15	2.298
Chicago_3h_50	2:00	4.382	SCS_24hr_100yr_Dymond	14:30	2.298
Chicago_3h_50	2:10	3.881	SCS_24hr_100yr_Dymond	14:45	2.298
Chicago 3h 50	2:20	3.491		15:00	2.298
			SCS_24hr_100yr_Dymond		
Chicago_3h_50	2:30	3.18	SCS_24hr_100yr_Dymond	15:15	2.298
Chicago_3h_50	2:40	2.925	SCS_24hr_100yr_Dymond	15:30	2.298
Chicago_3h_50	2:50	2.711	SCS_24hr_100yr_Dymond	15:45	2.298
Chicago_3h_50	3:00	0	SCS_24hr_100yr_Dymond	16:00	1.379
			SCS_24hr_100yr_Dymond	16:15	1.379
		al rainfall = 76.6 mm, rain units = mm/hr.	SCS_24hr_100yr_Dymond	16:30	1.379
SCS_24hr_100yr_Dymond	0:00	0.843	SCS_24hr_100yr_Dymond	16:45	1.379
SCS_24hr_100yr_Dymond	0:15	0.843	SCS_24hr_100yr_Dymond	17:00	1.379
SCS_24hr_100yr_Dymond	0:30	0.843	SCS_24hr_100yr_Dymond	17:15	1.379
SCS_24hr_100yr_Dymond	0:45	0.843	SCS_24hr_100yr_Dymond	17:30	1.379
SCS_24hr_100yr_Dymond	1:00	0.843	SCS_24hr_100yr_Dymond	17:45	1.379
SCS_24hr_100yr_Dymond	1:15	0.843	SCS_24hr_100yr_Dymond	18:00	1.379
SCS_24hr_100yr_Dymond	1:30	0.843	SCS_24hr_100yr_Dymond	18:15	1.379
SCS_24hr_100yr_Dymond	1:45	0.843	SCS_24hr_100yr_Dymond	18:30	1.379
SCS_24hr_100yr_Dymond	2:00	0.996	SCS_24hr_100yr_Dymond	18:45	1.379
SCS_24hr_100yr_Dymond	2:15	0.996	SCS_24hr_100yr_Dymond	19:00	1.379
	2.15		505_1111_100/1_5/Mond	23.00	1.3.3

SCS_24hr_100yr_Dymond	19:15	1.379	SCS_24hr_130_Dymond	11:30	29.476
SCS_24hr_100yr_Dymond	19:30	1.379	SCS_24hr_130_Dymond	11:45	121.886
	19:45	1.379		12:00	14.34
SCS_24hr_100yr_Dymond			SCS_24hr_130_Dymond		
SCS_24hr_100yr_Dymond	20:00	0.919	SCS_24hr_130_Dymond	12:15	14.34
SCS_24hr_100yr_Dymond	20:15	0.919	SCS_24hr_130_Dymond	12:30	7.369
SCS_24hr_100yr_Dymond	20:30	0.919	SCS_24hr_130_Dymond	12:45	7.369
SCS_24hr_100yr_Dymond	20:45	0.919	SCS_24hr_130_Dymond	13:00	5.377
SCS_24hr_100yr_Dymond	21:00	0.919	SCS_24hr_130_Dymond	13:15	5.377
SCS_24hr_100yr_Dymond	21:15	0.919	SCS_24hr_130_Dymond	13:30	4.182
SCS_24hr_100yr_Dymond	21:30	0.919	SCS_24hr_130_Dymond	13:45	4.182
SCS_24hr_100yr_Dymond	21:45	0.919	SCS_24hr_130_Dymond	14:00	2.987
	22:00	0.919		14:15	2.987
SCS_24hr_100yr_Dymond			SCS_24hr_130_Dymond		
SCS_24hr_100yr_Dymond	22:15	0.919	SCS_24hr_130_Dymond	14:30	2.987
SCS_24hr_100yr_Dymond	22:30	0.919	SCS_24hr_130_Dymond	14:45	2.987
SCS_24hr_100yr_Dymond	22:45	0.919	SCS_24hr_130_Dymond	15:00	2.987
SCS_24hr_100yr_Dymond	23:00	0.919	SCS_24hr_130_Dymond	15:15	2.987
SCS_24hr_100yr_Dymond	23:15	0.919	SCS_24hr_130_Dymond	15:30	2.987
SCS_24hr_100yr_Dymond	23:30	0.919	SCS_24hr_130_Dymond	15:45	2.987
SCS_24hr_100yr_Dymond	23:45	0.919	SCS_24hr_130_Dymond	16:00	1.792
bcb_2 ini_ioyi_bymond	23.13	0.515	SCS_24hr_130_Dymond	16:15	1.792
.GGG W II 00 F0 d					
		l rainfall = 99.58 mm, rain units = mm/hr.	SCS_24hr_130_Dymond	16:30	1.792
SCS_24hr_130_Dymond	0:00	1.095	SCS_24hr_130_Dymond	16:45	1.792
SCS_24hr_130_Dymond	0:15	1.095	SCS_24hr_130_Dymond	17:00	1.792
SCS_24hr_130_Dymond	0:30	1.095	SCS_24hr_130_Dymond	17:15	1.792
SCS_24hr_130_Dymond	0:45	1.095	SCS_24hr_130_Dymond	17:30	1.792
SCS_24hr_130_Dymond	1:00	1.095	SCS_24hr_130_Dymond	17:45	1.792
SCS_24hr_130_Dymond	1:15	1.095	SCS_24hr_130_Dymond	18:00	1.792
SCS_24hr_130_Dymond	1:30	1.095	SCS_24hr_130_Dymond	18:15	1.792
	1:45	1.095		18:30	1.792
SCS_24hr_130_Dymond			SCS_24hr_130_Dymond		
SCS_24hr_130_Dymond	2:00	1.295	SCS_24hr_130_Dymond	18:45	1.792
SCS_24hr_130_Dymond	2:15	1.295	SCS_24hr_130_Dymond	19:00	1.792
SCS_24hr_130_Dymond	2:30	1.295	SCS_24hr_130_Dymond	19:15	1.792
SCS_24hr_130_Dymond	2:45	1.295	SCS_24hr_130_Dymond	19:30	1.792
SCS_24hr_130_Dymond	3:00	1.295	SCS_24hr_130_Dymond	19:45	1.792
SCS_24hr_130_Dymond	3:15	1.295	SCS_24hr_130_Dymond	20:00	1.195
SCS_24hr_130_Dymond	3:30	1.295	SCS_24hr_130_Dymond	20:15	1.195
SCS_24hr_130_Dymond	3:45	1.295	SCS_24hr_130_Dymond	20:30	1.195
	4:00	1.593		20:45	1.195
SCS_24hr_130_Dymond			SCS_24hr_130_Dymond		
SCS_24hr_130_Dymond	4:15	1.593	SCS_24hr_130_Dymond	21:00	1.195
SCS_24hr_130_Dymond	4:30	1.593	SCS_24hr_130_Dymond	21:15	1.195
SCS_24hr_130_Dymond	4:45	1.593	SCS_24hr_130_Dymond	21:30	1.195
SCS_24hr_130_Dymond	5:00	1.593	SCS_24hr_130_Dymond	21:45	1.195
SCS_24hr_130_Dymond	5:15	1.593	SCS_24hr_130_Dymond	22:00	1.195
SCS_24hr_130_Dymond	5:30	1.593	SCS_24hr_130_Dymond	22:15	1.195
SCS_24hr_130_Dymond	5:45	1.593	SCS_24hr_130_Dymond	22:30	1.195
SCS_24hr_130_Dymond	6:00	1.792	SCS_24hr_130_Dymond	22:45	1.195
	6:15	1.792	SCS_24hr_130_Dymond	23:00	1.195
SCS_24hr_130_Dymond	6:30				
SCS_24hr_130_Dymond		1.792	SCS_24hr_130_Dymond	23:15	1.195
SCS_24hr_130_Dymond	6:45	1.792	SCS_24hr_130_Dymond	23:30	1.195
SCS_24hr_130_Dymond	7:00	2.191	SCS_24hr_130_Dymond	23:45	1.195
SCS_24hr_130_Dymond	7:15	2.191			
SCS_24hr_130_Dymond	7:30	2.191	;SCS_Type_II_47.6mm desig	n storm, total	l rainfall = 47.6 mm, rain units = mm/hr.
SCS_24hr_130_Dymond	7:45	2.191	SCS_24hr_5_Dymond	0:00	0.524
SCS_24hr_130_Dymond	8:00	2.589	SCS_24hr_5_Dymond	0:15	0.524
SCS_24hr_130_Dymond	8:15	2.589	SCS_24hr_5_Dymond	0:30	0.524
SCS_24hr_130_Dymond	8:30	2.788	SCS_24hr_5_Dymond	0:45	0.524
SCS_24hr_130_Dymond	8:45	2.788	SCS_24hr_5_Dymond	1:00	0.524
SCS_24hr_130_Dymond	9:00	3.187	SCS_24hr_5_Dymond	1:15	0.524
SCS_24hr_130_Dymond	9:15	3.187	SCS_24hr_5_Dymond	1:30	0.524
SCS_24hr_130_Dymond	9:30	3.585	SCS_24hr_5_Dymond	1:45	0.524
SCS_24hr_130_Dymond	9:45	3.585	SCS_24hr_5_Dymond	2:00	0.619
SCS_24hr_130_Dymond	10:00	4.581	SCS_24hr_5_Dymond	2:15	0.619
SCS_24hr_130_Dymond	10:15	4.581	SCS_24hr_5_Dymond	2:30	0.619
	10:30	6.174	SCS_24hr_5_Dymond	2:45	0.619
SCS_24hr_130_Dymond				3:00	
SCS_24hr_130_Dymond	10:45	6.174	SCS_24hr_5_Dymond		0.619
SCS_24hr_130_Dymond	11:00	9.56	SCS_24hr_5_Dymond	3:15	0.619
SCS_24hr_130_Dymond	11:15	9.56	SCS_24hr_5_Dymond	3:30	0.619

SCS_24hr_5_Dymond	3:45	0.619	SCS_24hr_	5 Dymond	20:30	0.571
SCS_24hr_5_Dymond	4:00	0.762	SCS 24hr		20:45	0.571
SCS_24hr_5_Dymond	4:15	0.762	SCS_24hr_		21:00	0.571
SCS_24hr_5_Dymond	4:30	0.762	SCS_24hr_		21:15	0.571
SCS_24hr_5_Dymond	4:45	0.762	SCS_24hr_	5_Dymond	21:30	0.571
SCS_24hr_5_Dymond	5:00	0.762	SCS_24hr_	5_Dymond	21:45	0.571
SCS_24hr_5_Dymond	5:15	0.762	SCS_24hr_	5_Dymond	22:00	0.571
SCS_24hr_5_Dymond	5:30	0.762	SCS_24hr_	5_Dymond	22:15	0.571
SCS_24hr_5_Dymond	5:45	0.762	SCS_24hr_	5_Dymond	22:30	0.571
SCS_24hr_5_Dymond	6:00	0.857	SCS_24hr_	5_Dymond	22:45	0.571
SCS_24hr_5_Dymond	6:15	0.857	SCS_24hr_	5_Dymond	23:00	0.571
SCS_24hr_5_Dymond	6:30	0.857	SCS_24hr_	5_Dymond	23:15	0.571
SCS_24hr_5_Dymond	6:45	0.857	SCS_24hr_		23:30	0.571
SCS_24hr_5_Dymond	7:00	1.047	SCS_24hr_	5_Dymond	23:45	0.571
SCS_24hr_5_Dymond	7:15	1.047				
SCS_24hr_5_Dymond	7:30	1.047	[REPORT]			
SCS_24hr_5_Dymond	7:45	1.047	INPUT	YES		
SCS_24hr_5_Dymond	8:00	1.238	CONTROLS	NO		
SCS_24hr_5_Dymond	8:15	1.238	SUBCATCHM	ENTS ALL		
SCS_24hr_5_Dymond	8:30	1.333	NODES ALL			
SCS_24hr_5_Dymond	8:45	1.333	LINKS ALL			
SCS_24hr_5_Dymond	9:00	1.523				
SCS_24hr_5_Dymond	9:15	1.523	[TAGS]		_	
SCS_24hr_5_Dymond	9:30	1.714	Subcatch	S1	Pre-Develo	
SCS_24hr_5_Dymond	9:45	1.714	Subcatch	S10	Post-Devel	-
SCS_24hr_5_Dymond	10:00	2.19	Subcatch	S11	Pre-Develo	
SCS_24hr_5_Dymond	10:15	2.19	Subcatch	S12	Post-Devel	
SCS_24hr_5_Dymond	10:30	2.951	Subcatch	S13	Post-Devel	~
SCS_24hr_5_Dymond	10:45	2.951	Subcatch	S14	Post-Devel	
SCS_24hr_5_Dymond	11:00 11:15	4.57 4.57	Subcatch	S2 S3	Pre-Develo	
SCS_24hr_5_Dymond	11:30	14.09	Subcatch	S4	Pre-Develo	
SCS_24hr_5_Dymond		58.262	Subcatch	S5	Pre-Develo	
SCS_24hr_5_Dymond	11:45 12:00	6.854	Subcatch		Pre-Develo	
SCS_24hr_5_Dymond	12:15	6.854	Subcatch	S6 S7	Post-Devel	
SCS_24hr_5_Dymond	12:30	3.522	Subcatch Subcatch	S8	Post-Devel	
SCS_24hr_5_Dymond SCS_24hr_5_Dymond	12:45	3.522	Subcatch	S9	Post-Devel Post-Devel	
SCS_24hr_5_Dymond	13:00	2.57	Node	MH-1	Manhole	Opmerre
SCS_24hr_5_Dymond	13:15	2.57	Node	MH-2	Manhole	
SCS_24hr_5_Dymond	13:30	1.999	Node	Plunge_Pool	Plunge_Poc	1
SCS_24hr_5_Dymond	13:45	1.999	Node	SWM_Dry_Pond	SWM_Dry_Po	
SCS_24hr_5_Dymond	14:00	1.428	Link	C2	Outlet_Pip	
SCS 24hr 5 Dymond	14:15	1.428	Link	C3	Outlet Pir	
SCS_24hr_5_Dymond	14:30	1.428	Link	CULV-1	Culvert	
SCS_24hr_5_Dymond	14:45	1.428	Link	CULV-2	Culvert	
SCS_24hr_5_Dymond	15:00	1.428	Link	CULV-3A	FUT_HDPE_C	ulvert
SCS_24hr_5_Dymond	15:15	1.428	Link	CULV-3B	FUT_HDPE_C	
SCS_24hr_5_Dymond	15:30	1.428	Link	CULV-3C	FUT_HDPE_C	
SCS_24hr_5_Dymond	15:45	1.428	Link	DITCH-1	Ditch	
SCS_24hr_5_Dymond	16:00	0.857	Link	DITCH-2	Ditch	
SCS_24hr_5_Dymond	16:15	0.857	Link	DITCH-3	Ditch	
SCS_24hr_5_Dymond	16:30	0.857	Link	DITCH-4	Ditch	
SCS_24hr_5_Dymond	16:45	0.857	Link	E_SW-1	Swale	
SCS_24hr_5_Dymond	17:00	0.857	Link	E_SW-2	Swale	
SCS_24hr_5_Dymond	17:15	0.857	Link	N_SW-1	Swale	
SCS_24hr_5_Dymond	17:30	0.857	Link	N_SW-2	Swale	
SCS_24hr_5_Dymond	17:45	0.857	Link	N_SW-3	Swale	
SCS_24hr_5_Dymond	18:00	0.857	Link	N_SW-4	Swale	
SCS_24hr_5_Dymond	18:15	0.857	Link	S_SW-1	Swale	
SCS_24hr_5_Dymond	18:30	0.857	Link	S_SW-2	Swale	
SCS_24hr_5_Dymond	18:45	0.857	Link	S_SW-3	Swale	
SCS_24hr_5_Dymond	19:00	0.857	Link	S_SW-4	Swale	
SCS_24hr_5_Dymond	19:15	0.857	Link	S_SW-5	Swale	
SCS_24hr_5_Dymond	19:30	0.857	Link	S_SW-6	Swale	
SCS_24hr_5_Dymond	19:45	0.857	Link	SW-13	Swale	
SCS_24hr_5_Dymond	20:00	0.571	Link	SW-8	Swale	
SCS_24hr_5_Dymond	20:15	0.571	Link	W_SW-1	Swale	

Link W_SW	1-2	Swale			S_SW-2	600089.209	5265478.918
Link W SW	1-3	Swale			S SW-2	600087.584	5265474.42
Link W_SW		Swale			S_SW-2	600085.996	5265471.018
_							
Link W_SW		Swale			S_SW-2	600084.522	5265467.73
Link C1		Ditch			S_SW-2	600081.952	5265464.819
Link SW-1	.6_6	Swale			C1	599964.516	5265428.126
					C1	599953.974	5265422.158
[MAP]					C1	599940.784	5265415.42
DIMENSIONS	599826.1283	5 5265269.6655	601469.25665	5266514.0625	C1	599916.486	5265407.529
UNITS		3 3203209.0033	001409.23003	3200314.0023	W1		
UNIIS	Meters					600040.453	5265517.697
					W11	600096.957	5265559.988
[COORDINATES]					W11	600094.293	5265543.724
;;Node	X-Coord	Y-Coord					
;;			_		[POLYGONS]		
J1	600137.322	5265733.53			;;Subcatchment	X-Coord	Y-Coord
J10	599968.974	5265516.595			;;		
J11					S1		5265404.077
	599969.33	5265591.886				600125.597	
J12	600069.232	5265634.34			S1	600125.381	5265413.124
J13	600101.155	5265596.71			S1	600125.159	5265422.247
J14	599970.259	5265551.725			S1	600125.005	5265431.306
J15	599968.402	5265632.046			S1	600124.806	5265440.607
J16	599998.289	5265632.816			S1	600124.636	5265450.562
J17	600038.275	5265633.846			S1	600124.34	5265461.473
J18	600100.189	5265634.833			S1	600124.142	5265471.027
J19	600102.122	5265558.586			S1	600123.948	5265480.725
J2	600132.935	5265586.767			S1	600123.709	5265490.472
J20	600032.228	5265633.753			S1	600123.516	5265500.255
J21	600045.809	5265522.865			S1	600123.385	5265509.827
J22	600078.487	5265463.353			S1	600110.558	5265509.827
J23					S1		
	600051.395	5265456.062				600105.063	5265509.83
J24	600089.857	5265506.855			S1	600108.737	5265348.186
J25	600089.011	5265481.262			S1	600126.801	5265347.224
J26	600024.303	5265448.771			S1	600126.25	5265376.248
J27	599997.211	5265441.479			S1	600126.043	5265385.616
J28	600089.864	5265482.997			S1	600125.765	5265395.04
J29					S1		
	599972.431	5265434.81				600125.597	5265404.077
J3	600133.978	5265550.925			S10	600075.387	5265606.362
J31	599969.316	5265592.799			S10	600074.141	5265606.335
J32	599970.259	5265552.743			S10	600074.113	5265607.583
J33	599969.128	5265519.288			S10	599994.721	5265605.881
Ј34	599969.913	5265482.423			S10	599994.653	5265604.613
J35	599970.721	5265449.208			S10	599993.502	5265604.606
J4	600105.59	5265536.24			S10	599994.5	5265558.012
J43	600053.051	5265456.504			S10	599999.46	5265558.119
J44	600025.774	5265449.198			S10	599999.744	5265544.869
J45	599998.397	5265441.811			S10	599996.743	5265544.804
J5	600098.242	5265536.725			S10	599996.823	5265541.068
J6	600104.954	5265551.521			S10	599995.649	5265541.043
J7	599970.744	5265451.164			S10	599995.732	5265537.218
J9					S10		
	599969.913	5265479.721				599994.945	5265537.202
OF1	599900.816	5265404.367			S10	599995.943	5265490.625
MH-1	600098.236	5265472.529			S10	599997.17	5265490.651
MH-2	600062.892	5265434.996			S10	599997.196	5265489.4
Plunge_Pool	599970.119	5265434.188			S10	600048.689	5265490.847
SWM_Dry_Pond	600044.794	5265523.814			S10	600045.14	5265508.978
5 <u>-</u> 517_1 5114	0000111751	3203323.011			S10	600044.981	5265509.606
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S_SW-1	600090.494	5265499.481			S10		5265514.095
						600045.134	
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S_SW-1	600090.418	5265490.863			S10	600045.579	5265515.312
S_SW-1	600090.192	5265485.798			S10	600045.864	5265515.894
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S10	600055.057	5265520.705	S2	600100.405	5265757.295
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S12	600084.806	5265552.137	S3	600126.043	5265385.616
S12	600093.469	5265552.37	S3	600125.765	5265395.04
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134.525	5265979.253	S3	601103.514	5266078.278
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		S3		
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260. 230. 228.	062 031 433 402	062 5266190.413 031 5266192.011 433 5266161.98 402 5266163.578	062 5266190.413 S6 031 5266192.011 S6 433 5266161.98 S6 402 5266163.578 S6	062 5266190.413 \$6 599980.197 031 5266192.011 \$6 599978.846 433 5266161.98 \$6 599976.968 402 5266163.578 \$6 599976.521

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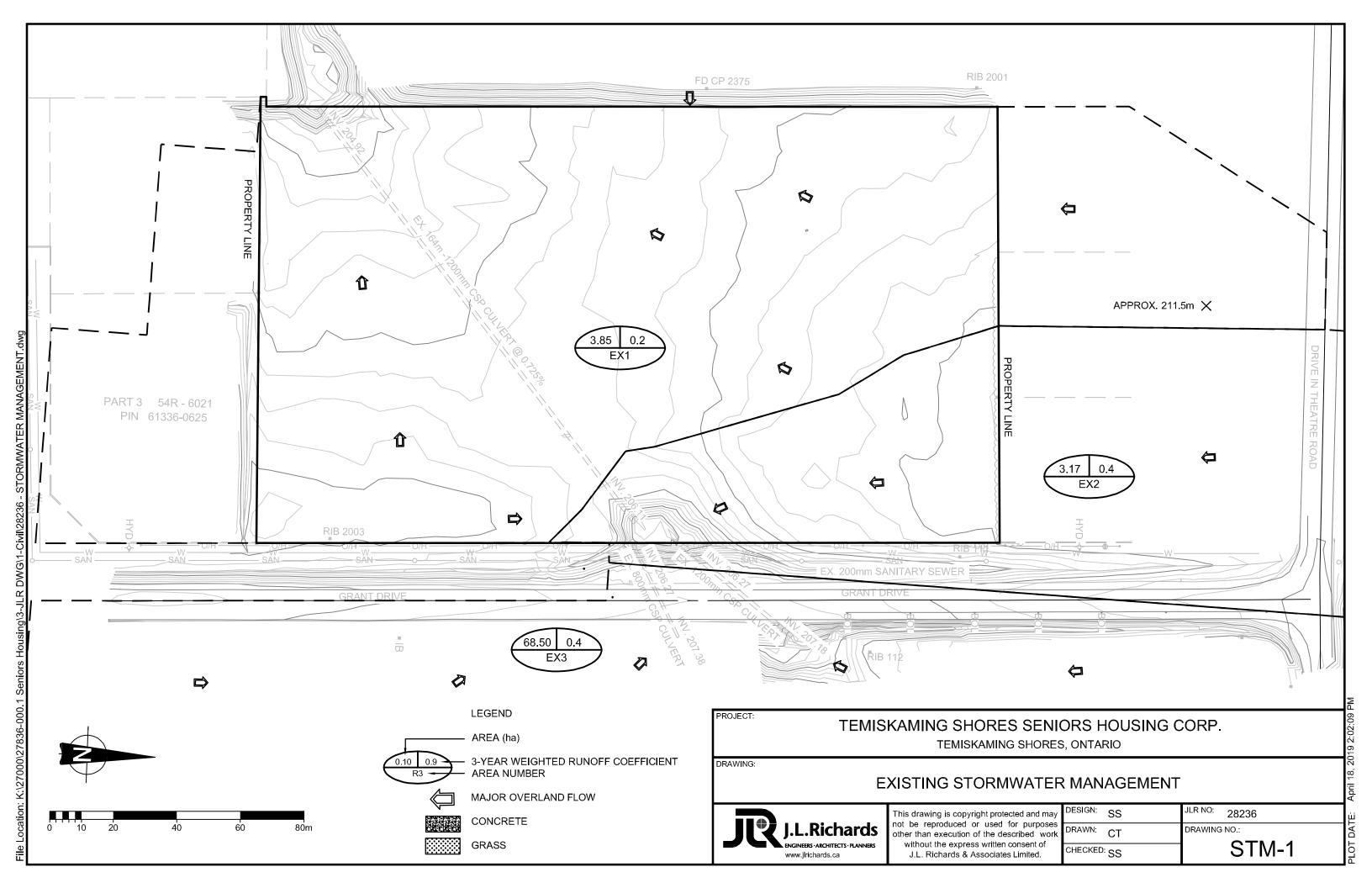
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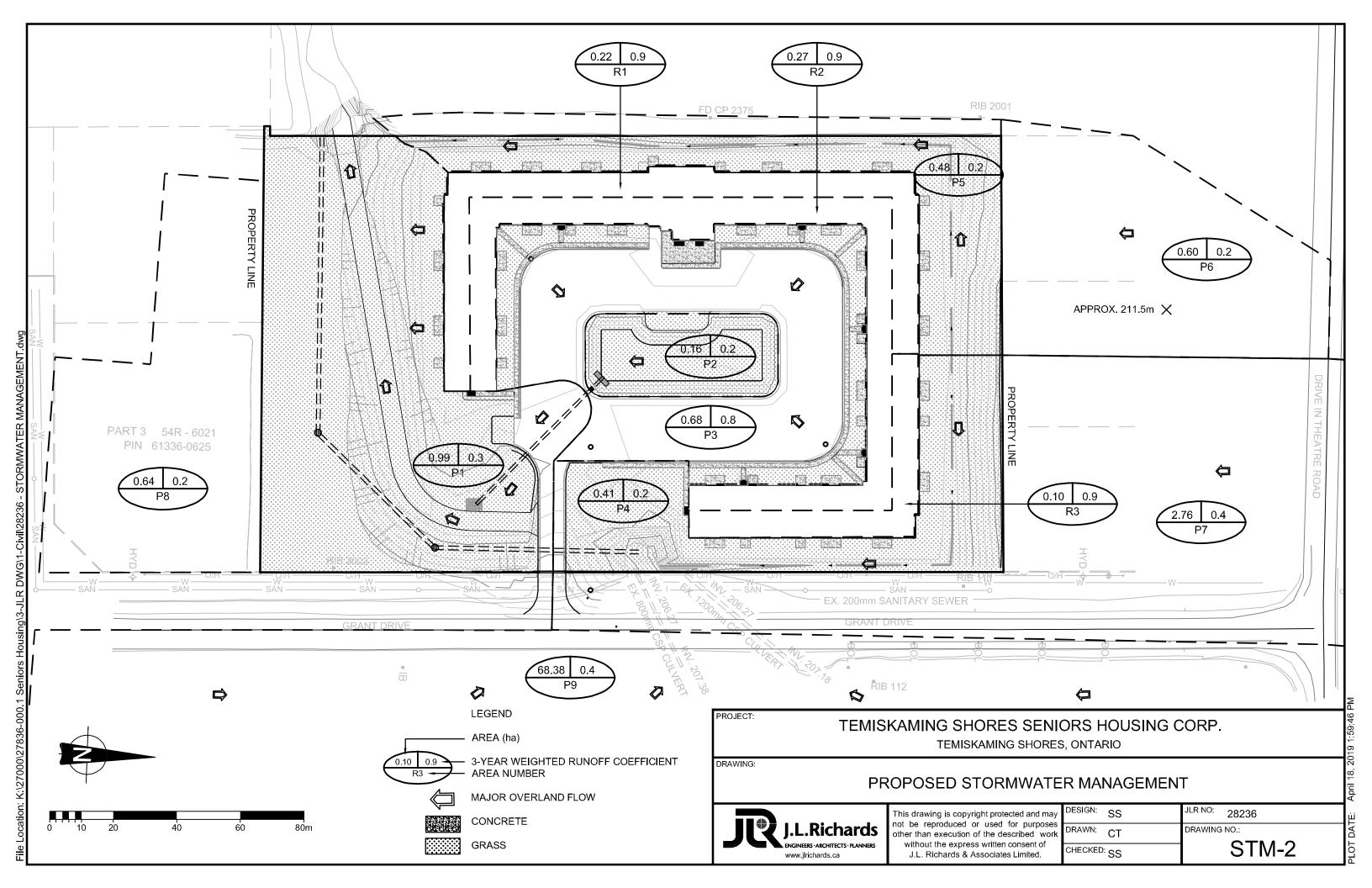
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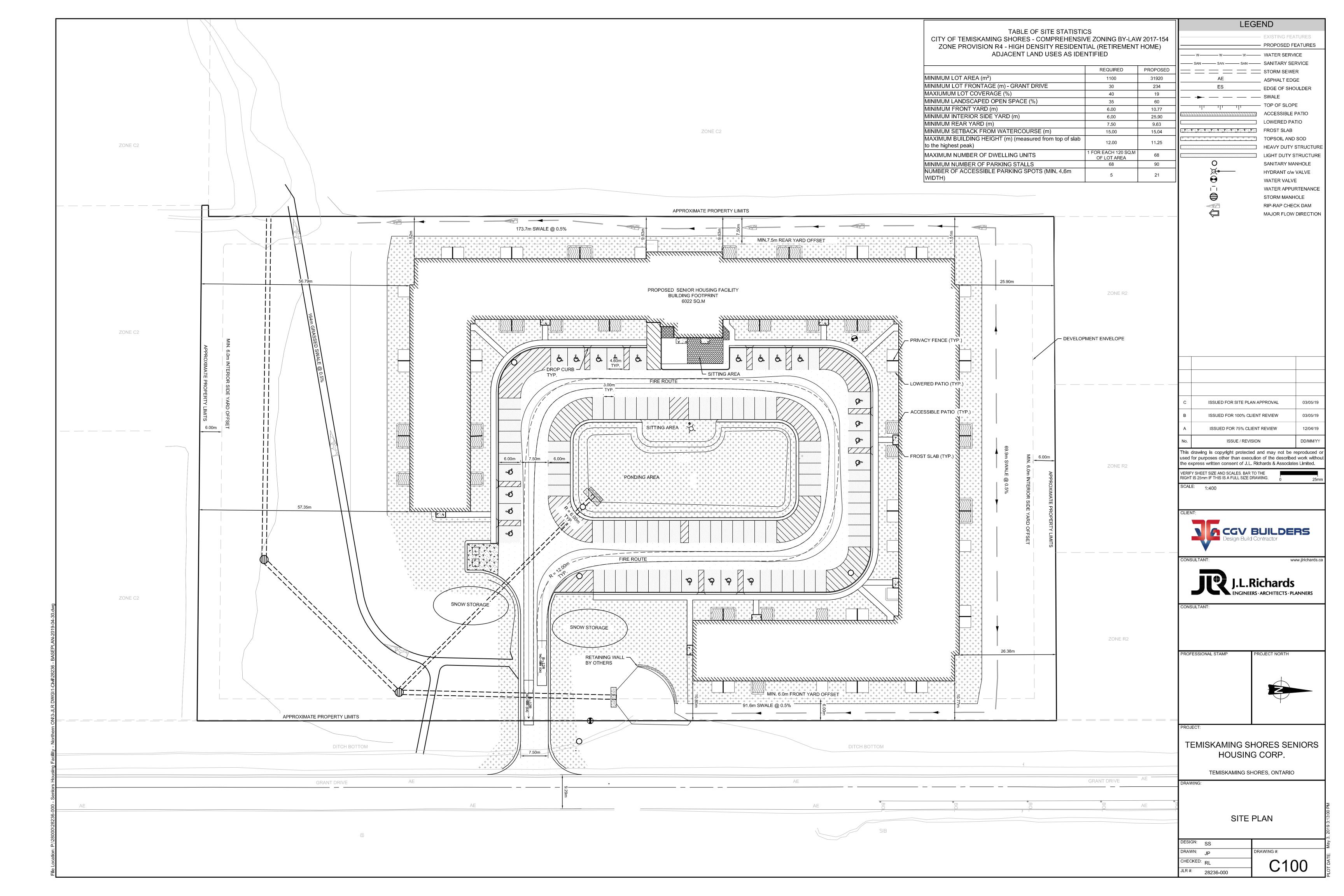
APPENDIX G

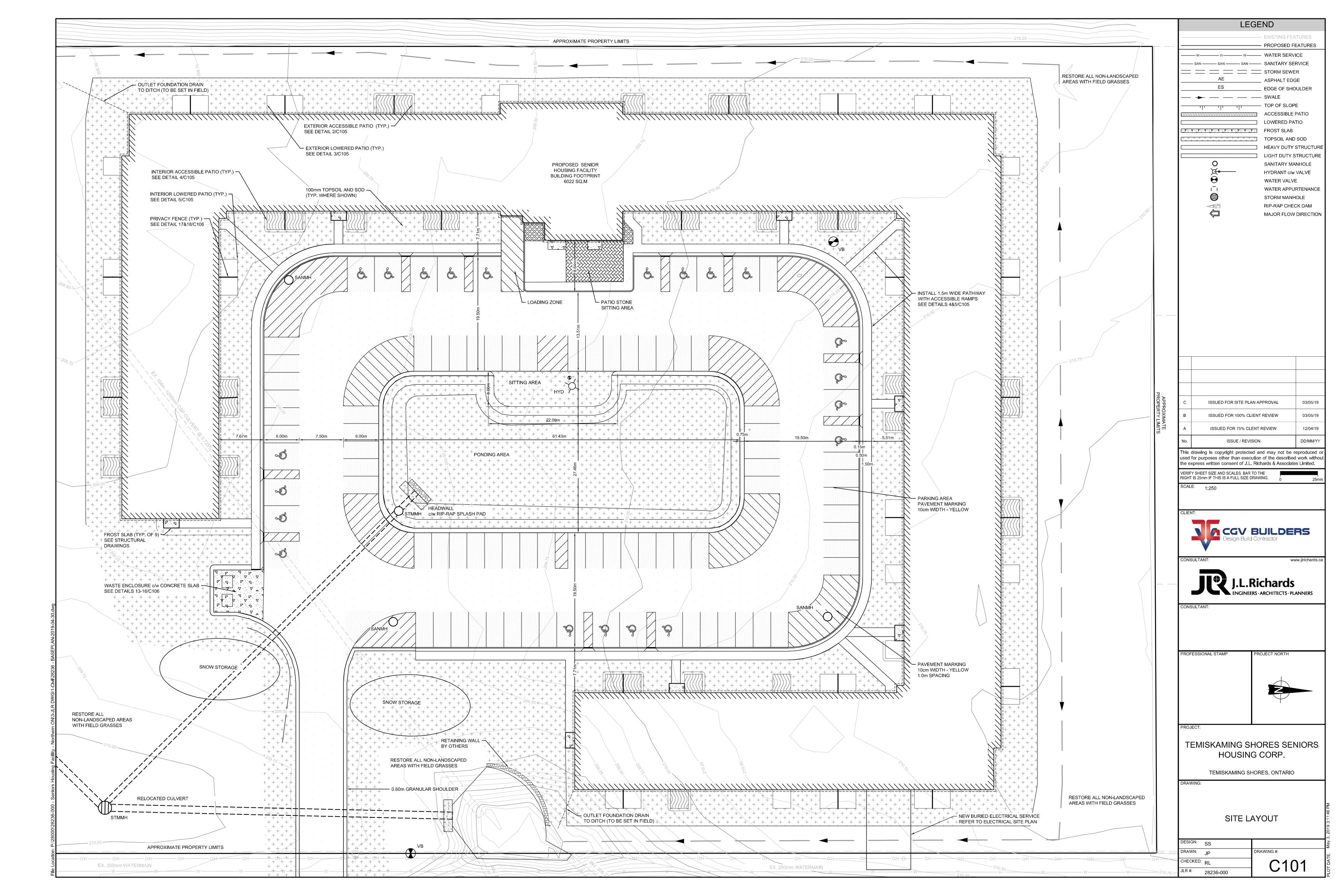
STORMWATER FIGURES

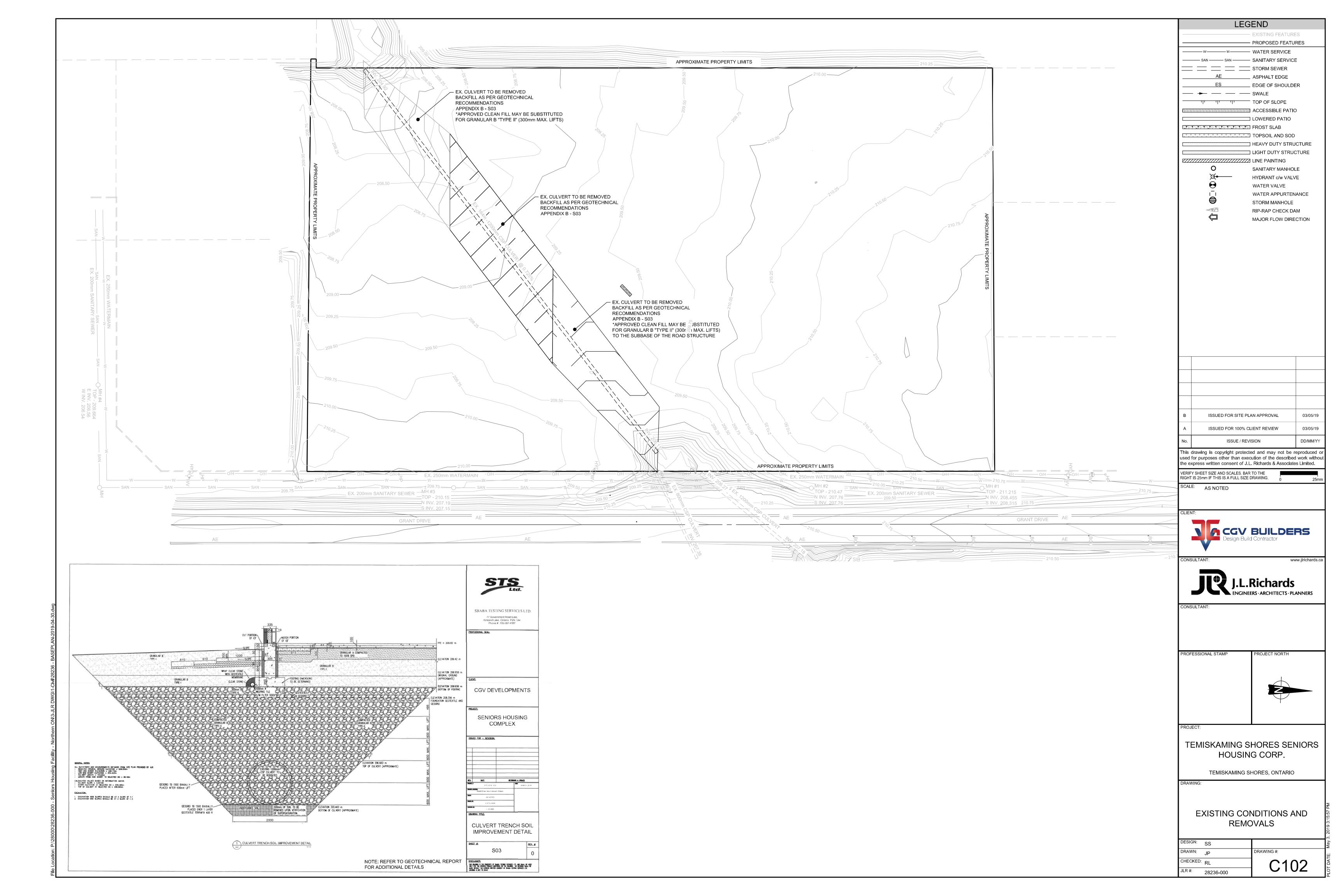


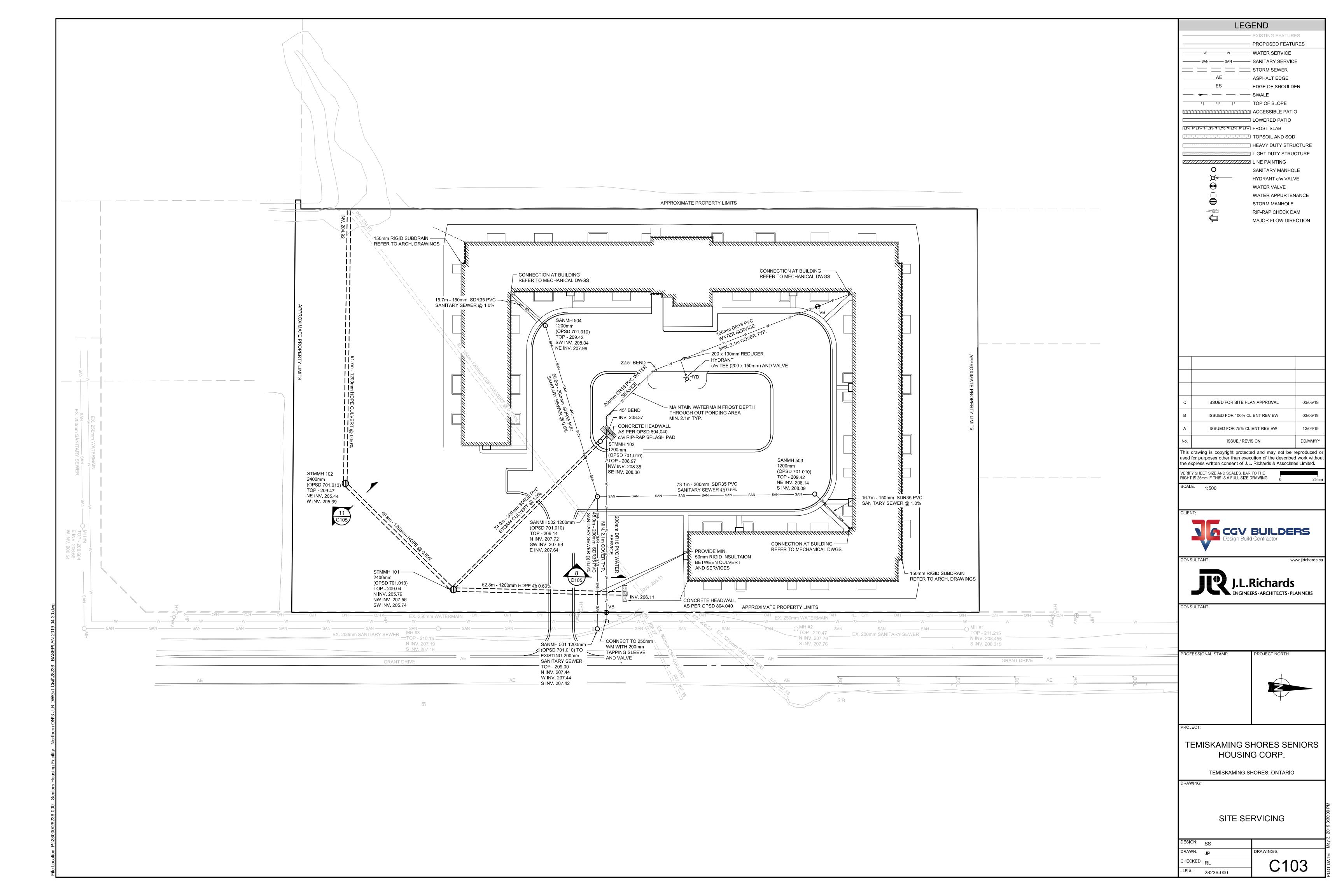


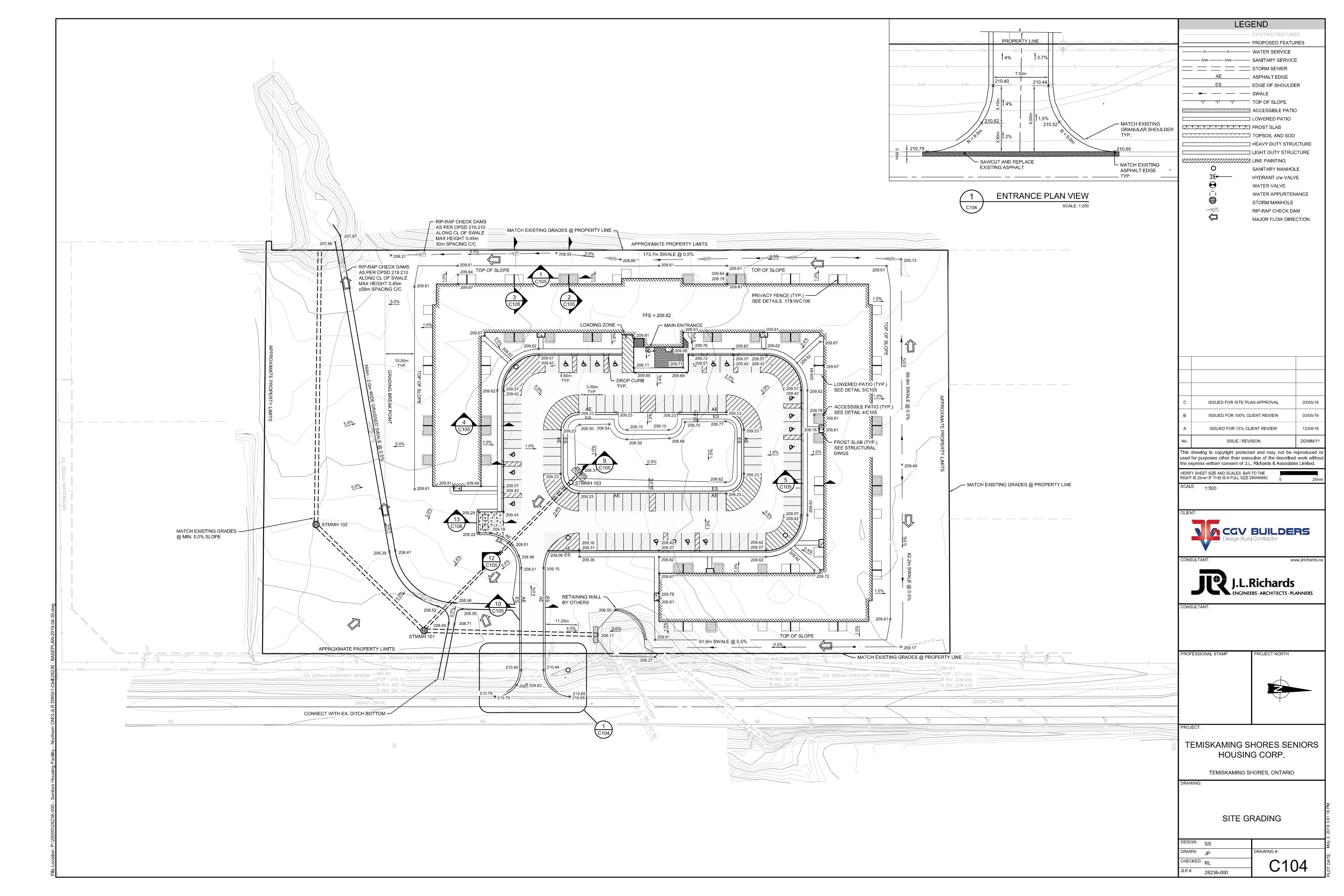
PRE-CONSTRUCTION DRAWING SET C100 THROUGH C107

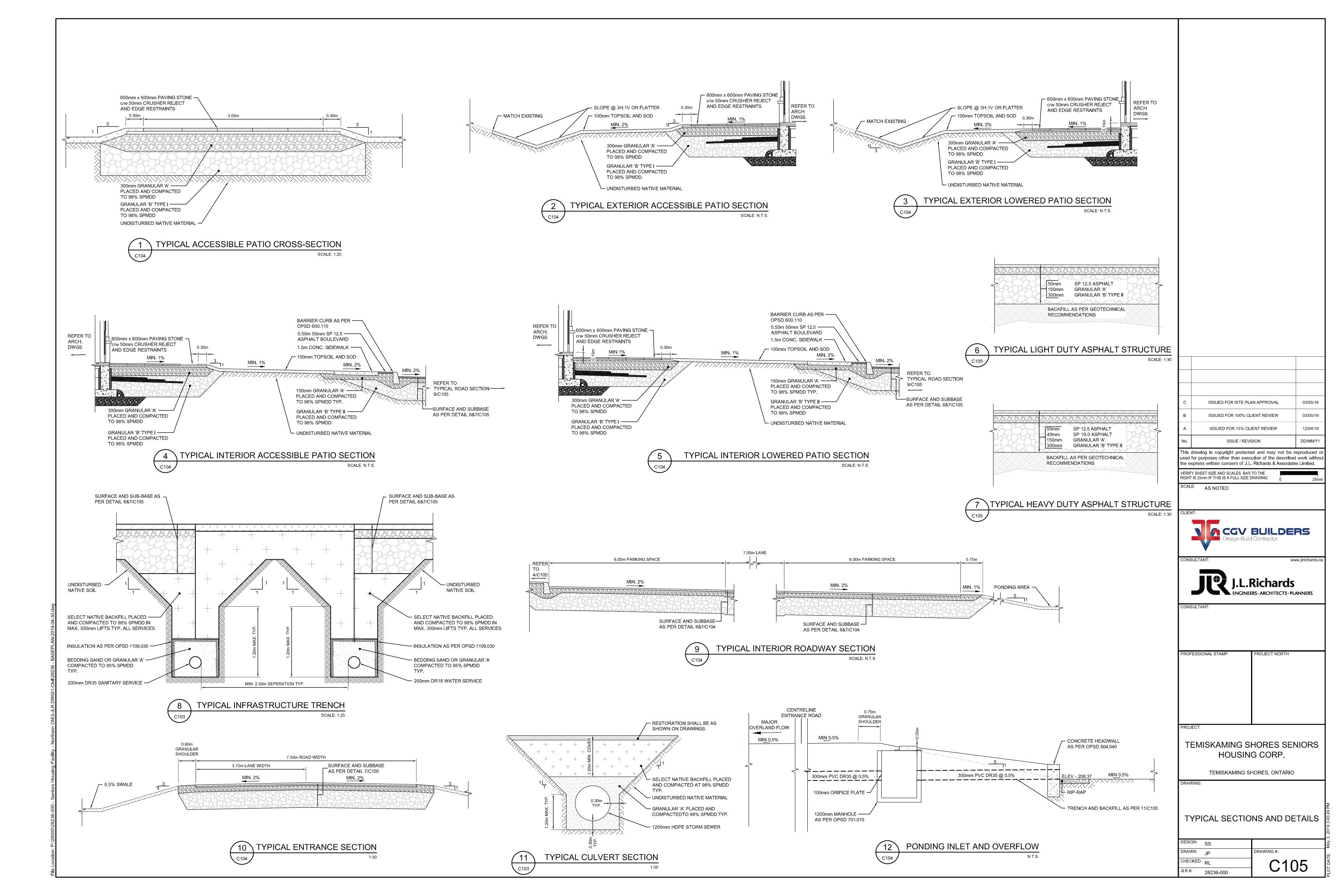


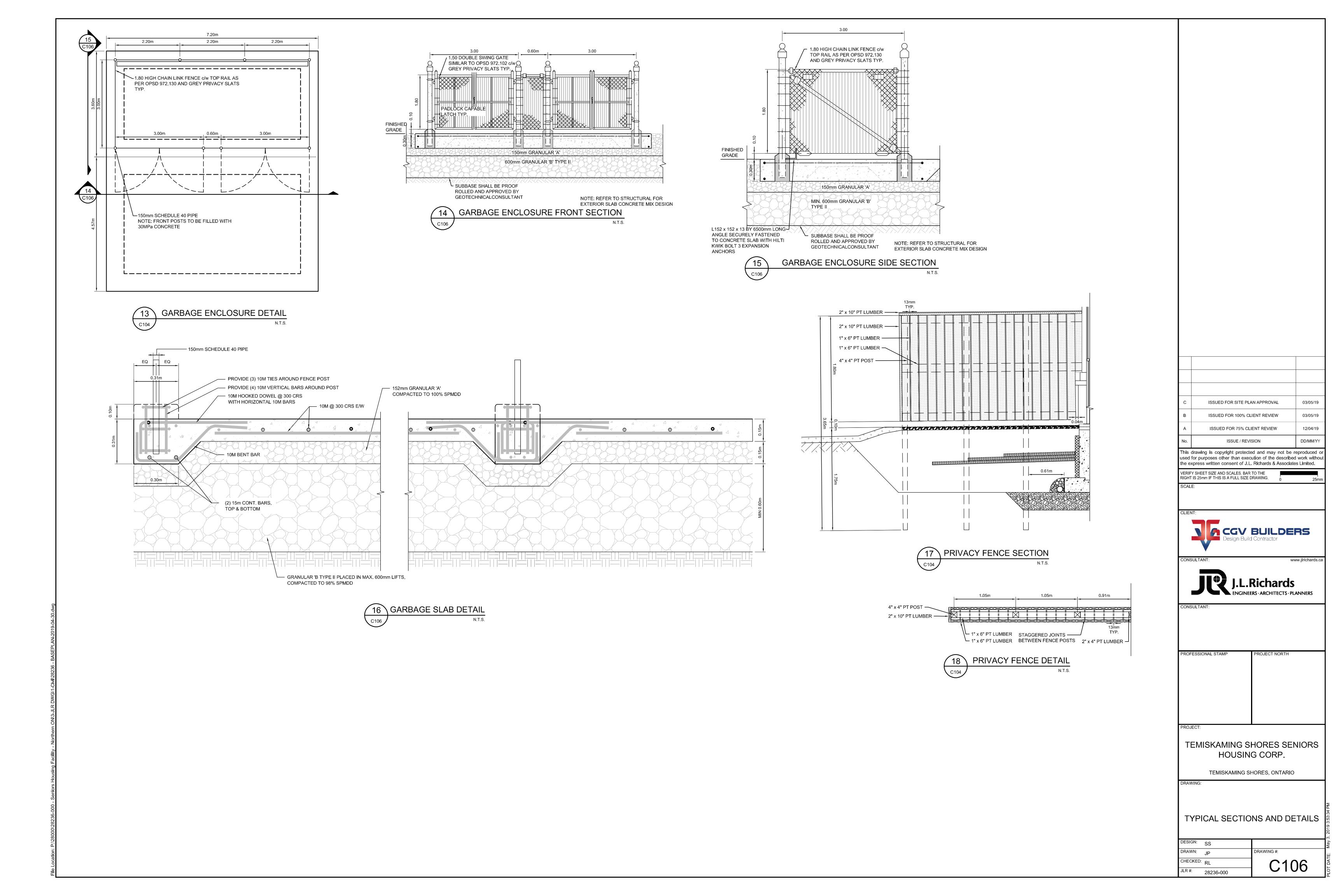












- 1.1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE INDICATED.
- 1.2. ALL DIMENSIONS ARE TO BE CHECKED AND VERIFIED ON THE SITE AND ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER.
- 1.3. THIS DRAWING IS PART OF A SET AND MUST BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS, DETAILS, NOTES, AND WRITTEN SPECIFICATIONS INCLUDED IN THE CONTRACT DOCUMENTS.
- 1.4. DRAWINGS ARE NOT TO BE SCALED.
- 1.5. THE TERM "OWNER" REFERS TO TEMISKAMING SHORES
 NON-PROFIT HOUSING CORPORATION (TSNPHC) OR THEIR
 ASSIGNED REPRESENTATIVE.
- 1.6. THE TERM "ENGINEER" REFERS TO THE OWNER'S DESIGN ENGINEER ("J.L. RICHARDS & ASSOCIATES")
- 1.7. THE TERM "GEOTECHNICAL CONSULTANT" REFERS TO AN INDEPENDENT GEOTECHNICAL ENGINEER OR THEIR REPRESENTATIVE THAT IS PROVIDING GEOTECHNICAL SERVICES TO ENSURE COMPLIANT INSTALLATION AND TESTING OF MATERIALS.
- 1.8 A GEOTECHNICAL REPORT HAS BEEN PRODUCED FOR THIS PROJECT AND SHOULD BE REFERENCED BY THE CONTRACTOR WHEREVER NECESSARY. "SUPPLEMENTARY GEOTECHNICAL ENGINEERING COMMENTS AND RECOMMENDATIONS PROPOSED SENIORS HOUSING COMPLEX, GRANT DRIVE, NEW LISKEARD, PREPARED BY SHABA TESTING SERVICES LTD.
- (STS 2019-0012, MARCH 2019 REV 06")
- 1.9. CONTRACTOR MUST WORK WITH THE LATEST REVISION OF THE CONTRACT DRAWINGS. COORDINATE WITH ENGINEER. ALL ENGINEERING DOCUMENTS SHOULD BE ISSUED TO ALL SUBS ANY DISCREPANCY SHOULD BE REPORTED TO THE ENGINEER.
- 1.10. ON REQUEST A CAD FILE WILL BE PROVIDED TO THE SUCCESSFUL CONTRACTOR TO ASSIST WITH LAYOUT.
- 2. GENERAL NOTES
- 2.1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND THE ASSOCIATED COSTS.
- 2.2. SURVEY WAS COMPLETED BY exp. SERVICES INC.
- 2.3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES AND SERVICES.
- 2.4. ALL UTILITIES AND SERVICES SHOWN ON THIS DRAWING SET SHALL BE CONSIDERED APPROXIMATE. LOCATIONS AND DESCRIPTIONS OF THE BURIED UTILITIES AND SERVICES SHOWN ARE PROVIDED BY THE CITY OF TEMISKAMING SHORES (PLAN 90-539 BY SUTCLIFFE, SEPT 1990, PREPARED AS CONSTRUCTED DWG 06/01/95)" AND ARE FOR REFERENCE PURPOSES ONLY. ALL UTILITIES AND SERVICES ARE NOT NECESSARILY AS SHOWN ON THE DRAWINGS. ACTUAL LOCATIONS MUST BE DETERMINED BY CAUTIOUS EXCAVATION AND, WHERE POTENTIAL FOR CONFLICTS OCCUR, HAND DIG AND HYDROVAC TO CONFIRM ACTUAL LOCATIONS. PROTECT LOCATED ITEMS DURING CONSTRCUTION AND COORDINATE WITH OWNER AND LOCAL AUTHORITIES WHERE NECESSARY. ITEMS ENCOUNTERED BELOW GRADE THAT ARE NOT SHOWN ON THE DRAWINGS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.
- 2.5. ALL WORKS SHALL BE IN COMPLIANCE WITH THE CITY OF
 TEMISKAMING SHORES STANDARDS AND SPECIFICATIONS, THE
 ONTARIO PROVINCIAL STANDARDS DRAWINGS (OPSD) AND
 SPECIFICATIONS (OPSS) UNLESS OTHERWISE NOTED.
 2.6. THE CONTRACTOR SHALL SUPPLY ALL THE MATERIALS IN NEW
- CONDITION AND IN LABOUR QUANTITIES SUFFICIENT TO COMPLETE
 THE WORK SHOWN ON THESE DRAWINGS.

 2.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF SITE
- DISPOSAL OF ALL UNWANTED MATERIALS.
- 2.8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERTICAL AND HORIZONTAL CONTROL, AND FOR THE LAYOUT OF THE WORK.
- 2.9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE
 REINSTATEMENT OF ALL DISTURBED AREAS TO A CONDITION
 EQUAL TO OR BETTER THAN EXISTING, TO THE SATISFACTION OF
- 2.10.COMPACTION OF ALL MATERIAL SHALL BE AS PER OPSS 501.
- 2.11.CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION
 DEWATERING, AND THE CONTROL OF DEWATERING. OPERATIONS,
 IN ACCORDANCE WITH OPSS 517 AND OPSS 518.
- 2.12. WHERE THE CONTRACTOR WISHES A MODIFICATION OR DEVIATION FROM THE DESIGN REQUIREMENTS OF THE CONTRACT DRAWINGS OR DOCUMENTS, THE CONTRACTOR SHALL SUBMIT A DETAILED REQUEST IN WRITING TO THE ENGINEER FOR APPROVAL PRIOR TO ANY MODIFIED OR DEVIATED WORK BEING PERFORMED. SHOULD THE CONTRACTOR MAKE UNAUTHORIZED CHANGES OR DEVIATIONS TO THE DESIGN REQUIREMENTS WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER, THE CONTRACTOR WILL BE RESPONSIBLE TO PERFORM AND/OR PAY FOR REMEDIES REQUIRED BY THE ENGINEER.
- 2.13. SHOULD ARCHAEOLOGICAL REMAINS BE FOUND DURING
 CONSTRUCTION ACTIVITIES, THE MINISTRY OF TOURISM, CULTURE,
 AND SPORT MUST BE NOTIFIED IMMEDIATELY BY THE
 CONTRACTOR.
- 2.14. SHOULD HUMAN REMAINS BE ENCOUNTERED DURING
 CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL
 IMMEDIATELY CONTACT THE MINISTRY OF TOURISM, CULTURE, AND
 SPORT; THE REGISTRAR OF CEMETERIES REGULATION UNIT FROM
 THE MINISTRY OF CUSTOMER SERVICES AT (416) 329-8393 AND THE
 LOCAL POLICE.
- 3. TRAFFIC CONTROL AND SITE ACCESS
- 3.1. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH BOOK 7 OF THE ONTARIO HIGHWAY TRAFFIC MANUAL, FOR ALL WORK WITHIN THE MUNICIPAL ROAD ALLOWANCE.
- 3.2. THE CONTRACTOR, IN COORDINATION WITH THE OWNER, SHALL BE REQUIRED TO MAINTAIN ACCESS TO THE SITE FROM GRANT DRIVE FOR EMERGENCY SERVICE VEHICLES AT ALL TIMES DURING

- CONSTRUCTION. COMPLETE CLOSURE OF THE ACCESS IS NOT TED. ALLOWED.
 - 4.1. SILT MITIGATION

 4.1. SILT MITIGATION AND THE CONTROL OF AIRBORNE CONTAMINANTS

 SHALL FORM A MAJOR COMPONENT OF THIS PROJECT. THE

 CONTRACTOR SHALL CONSIDER SILT MITIGATION PRIOR TO

 UNDERTAKING ANY ACTIVITY ON THE SITE AND TAKE ALL REQUIRED

 MEASURES AND PRECAUTIONS TO PREVENT SILT OR OTHER

 CONTAMINANTS FROM ENTERING THE NATURAL ENVIRONMENT OR

 AREAS BEYOND LIMITS OF THE WORK AREA. SILT MITIGATION

 REQUIREMENTS SHALL BE STRICTLY ENFORCED AS PER OPSS 805.
 - 4.2. PRIOR TO ANY WORK ON THE SITE, THE CONTRACTOR SHALL EVALUATE THE SITE AND IDENTIFY ALL LOCATIONS WHERE SILT MITIGATION IS REQUIRED AND INSTALL SILT MITIGATION FEATURES TO SUIT THE CONDITIONS.
 - 4.3. THE CONTRACTOR SHALL ENSURE NO SILTED OR CONTAMINATED FLOWS ESCAPE FROM THE SITE. PROVIDE MITIGATION MEASURES
 - 4.4. ALL EXISTING AND PROPOSED CATCH BASIN GRATES WITHIN IMMEDIATE VICINITY OF WORK AREA TO BE TREATED WITH A SEDIMENT CAPTURE DEVICE (SCD). THE SCD SHALL BE TERRAFIX GEOSYNTHETICS INC. SILTSACK OR AN APPROVED EQUIVALENT INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS. REPLACE AS REQUIRED TO MAINTAIN PERFORMANCE.
 - 4.5. THE FOLLOWING OPSD STANDARD DRAWINGS SHALL BE USED TO IMPLEMENT THE SILT MITIGATION MEASURES. ADDITIONAL MEASURES MAY BE REQUIRED.
 - 4.5.1. OPSD 219.110 LIGHT-DUTY SILT FENCE BARRIER
 - 4.5.2. OPSD 219.180 STRAW BALE FLOW CHECK DAM
 - 4.5.3. OPSD 219.190 SILT FENCE FLOW CHECK DAM
 - 4.6. WHERE STRAW BALES & FILTER FENCING CANNOT BE USED DUE TO BEDROCK, THE CONTRACTOR SHALL INSTALL SAND BAGS AS DETAILED IN OPSD 219.200
 - 4.7. SILT MITIGATION MEASURES SHALL BE MONITORED ON A REGULAR BASIS AND REPAIRED OR MAINTAINED AS REQUIRED TO ENSURE SILT OR AIRBORNE CONTAMINANTS DO NOT ENTER THE NATURAL ENVIRONMENT.
 - 4.8. ALL SILT MITIGATION MEASURES ARE TO REMAIN IN PLACE UNTIL VEGETATION IS WELL ESTABLISHED. REMOVE SILT MITIGATION ONCE VEGETATION IS WELL ESTABLISHED.
 - 4.9. THE CONTRACTOR SHALL ENSURE MUNICIPAL ROADWAYS ARE
 KEPT FREE OF MUD OR DIRT AND PROMPTLY CLEAN THE ROADWAY
 SHOULD THERE BE AN OCCURRENCE.
 - 4.10. THE CONTRACTOR SHALL DISPOSE OF ALL CONSTRUCTION DEBRIS
 AND SURPLUS OR UNWANTED MATERIAL AT LEGALLY DESIGNATED
 SITES IN ACCORDANCE WITH APPLICABLE LAW AT THEIR OWN
 EXPENSE. THE OWNER, IN CONSULTATION WITH THE ENGINEER
 AND GEOTECHNICAL CONSULTANT, SHALL FIELD DETERMINE
 MATERIALS SUITABLE FOR USE WITHIN THE PROJECT.
 - 5. SITE PREPARATION AND REMOVALS
 - 5.2. EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH OPSS 206.
 - 5.3. REMOVALS SHALL BE IN ACCORDANCE WITH OPSS 510.
 - 5.4. THE SUBGRADE SHALL BE FREE OF ORGANICS, SHAPED, PROOF ROLLED AND APPROVED BY THE GEOTECHNICAL CONSULTANT PRIOR TO BACKFILLING. REFER TO SUBMITTALS SECTION FOR GEOTECHNICAL REQUIREMENTS AND LIST OF SUBMITTALS.
 - 5.5. THE MOST SEVERE LOADING CONDITIONS ON THE SUBSOIL COULD OCCUR DURING CONSTRUCTION DUE TO HEAVY TRUCK AND EQUIPMENT TRAFFIC. SPECIAL PROVISIONS TO PROTECT THE SUBGRADE MAY BE REQUIRED BY THE CONTRACTOR SUCH AS ADDITIONAL SUBBASE AND/OR RESTRICTED LOADINGS OR PROVISIONS FOR TEMPORARY ROADS, ETC.
 - 5.6. IF EXCAVATION IS REQUIRED BEYOND THE DEPTHS NOTED ON THE CONTRACT DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING PRIOR TO EXCAVATING ADDITIONAL DEPTHS. IF EXCAVATION CONTINUES WITHOUT AUTHORIZATION FROM THE ENGINEER IN WRITING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ADDITIONAL EXCAVATION AND BACKFILL.
 - 5.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST SUPPRESSION IN ACCORDANCE WITH OPSS 506. WATER OR CALCIUM CHLORIDE SHALL BE PROVIDED AS REQUIRED TO PREVENT DUST.
 - 5.8. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE EXACT LOCATION, SIZE, MATERIAL AND ELEVATION OF ALL SERVICES AND UTILITIES PRIOR TO CONSTRUCTION AND SHALL PROTECT AND ASSURE RESPONSIBILITY FOR ALL UTILITIES WHETHER OR NOT SHOWN ON THIS DRAWING.
 - 5.9. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE, VIA EXCAVATION, THE EXACT LOCATION AND ELEVATION OF THE EXISTING WATERMAINS, SEWERS AND UNDERGROUND STRUCTURES PRIOR TO CONSTRUCTION AND SHALL PROTECT AND ASSURE RESPONSIBILITY FOR ALL UTILITIES WHETHER OR NOT SHOWN ON THE CONTRACT DOCUMENTS.
 - 5.10.ITEMS ENCOUNTERED BELOW GRADE THAT ARE ENCOUNTERED AND NOT SHOWN ON THE DRAWING SHALL BE REPORTED TO THE CONTRACT ADMINISTRATOR.
 - 5.11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF SITE DISPOSAL OF ALL UNWANTED MATERIAL.
 - 5.12.SITE SHOULD BE ROUGH GRADED TO DIRECT SURFACE WATER AWAY FROM EXCAVATIONS AND SUBGRADE.
 - 5.13. DISTURBED SOILS SUBJECTED TO ELEVATED MOISTURE CONTENT
 WILL HAVE SIGNIFICANT STRENGTH LOSS AND MUST BE REMOVED.

 6. ROCK EXCAVATION
 - 6.1. CONTRACTOR TO NOTIFY ENGINEER SHOULD ROCK BE ENCOUNTERED.

- 7. ASPHALT AND GRANULARS
 - 7.1. ALL MATERIALS MUST CONFORM TO THE ONTARIO PROVINCIAL STANDARDS AND SPECIFICATIONS.
 - STANDARDS AND SPECIFICATIONS.7.2. SPECIFICATIONS FOR SITE WORK SHALL BE READ IN CONJUNCTION WITH THE GEOTECHNICAL REPORT.
 - 7.3. ALL ASPHALT SURFACES TO BE RESTORED WITH ASPHALT DESIGN AS SHOWN ON DRAWINGS AND AS REFERENCED TO THE GEOTECHNICAL REPORT.

SIGNAGE

- 8.1. ALL SIGNS ARE NOT NECESSARILY SHOWN ON DRAWINGS. THE CONTRACTOR SHALL REMOVE, SALVAGE AND REINSTALL EXISTING SIGNAGE AS DIRECTED BY THE OWNER.
- 8.2. POSTS AND SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH OPSS 703 AND OPSD 987.110.

9. GEOTEXTILE

9.1. GEOTEXTILE SHALL BE TERRAFIX 270R IN ACCORDANCE WITH OPSS 1860. CONTRACTOR SHALL INSTALL AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

10. LANDSCAPING

- LANDSCAPING

 10.1. CONTRACTOR SHALL SUPPLY AND INSTALL 75mm TOPSOIL AND

 SEED IN ACCORDANCE OPSS 802 AND OPSS 803 TO ALL RESTORED
- AND DISTURBED SURFACES.

 10.2. AT THE TIME OF FINAL INSPECTION ALL SEEDED AREAS SHALL BE IN A HEALTHY, VIGOROUS GROWING CONDITION, IN FULL ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
- 10.3. EXISTING TREES TO BE RETAINED AND PROTECTED IN

 ACCORDANCE WITH OPSS 801 WHERE POSSIBLE AND DIRECTED BY

 THE CONTRACT ADMINISTRATOR.
- 10.4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION,
 BACKFILL, AND REINSTATEMENT OF ALL AREAS DISTURBED DURING
 CONSTRUCTION AND ALL ASSOCIATED WORKS TO THE
 SATISFACTION OF THE CONTRACT ADMINISTRATOR AND THE
 OWNER.

11. BACKFILL

11.1. BACKFILL UNDER PAVED AREAS, SIDEWALKS, OR EXTERIOR
SLABS-ON-GRADE SHOULD BE COMPACTED TO 100% SPMDD.
BACKFILL PLACED AGAINST BURIED STRUCTURES OR FOUNDATION
WALLS TO BE MINIMUM 1000 mm GRANULAR 'B' MATERIAL AS PER
OPSS.MUNI 1010, COMPACTED TO 100% SPMDD.

2. <u>FENCING</u>

12.1. EXISTING FENCING ABUTTING THE PROPERTY TO BE PROTECTED.

ANY FENCING THAT HAS BEEN DAMAGED AS A PART OF THIS

PROJECT TO BE REINSTATED TO MATCH EXISTING CONDITIONS.

13. CONCRETE SIDEWALK

- 13.1. CONCRETE MATERIAL AS PER OPSS 350, 351, 352, AND 235; 1301, 1302, AND 1350 AND CAN/CSA A23.1/A23.2.
- 13.2. CONCRETE TO BE 30 MPa MINIMUM 28 DAY STRENGTH, 19 mm
 COARSE AGGREGATE NOMINAL MAXIMUM SIZE, 6.0% TO 8.0% AIR,
 NORMAL PORTLAND TYPE CEMENT AS PER OPSS 1301, 0.45
 MAXIMUM WATER CEMENT RATIO, 75 mm MAXIMUM SLUMP, WHITE
 PIGMENTED CURING COMPOUND AS PER OPSS 1315.
- 13.3. PLAIN CONCRETE TO BE CLASS C-2, 150 mm THICK, WITH 150 mm GRANULAR 'A' BEDDING COMPACTED TO 100% SPMDD.
- 14. TRENCH BACKFILL

 14.1. TRENCHING BACKFILL AND COMPACTING TO BE PERFORMED AS
- 14.2. FOR SERVICES TRENCHES UNDER PAVED AREAS BACKFILL TO BE
 PLACED IN MAXIMUM 200 mm THICK LOOSE LIFTS, AND COMPACTED
- 14.3. BACKFILL PLACED 300mm BELOW PAVEMENT SUBGRADE TO BE COMPACTED TO 98% SPMDD.
- 14.4. EXCAVATION SIDES MUST HAVE FROST TAPER AS PER OPSD 800 SERIES.
- 14.5. EXCAVATED SOILS THAT ARE TOO WET (IE. GREATER THEN 5%
 ABOVE OPTIMUM MOISTURE CONTENT) MUST BE SET ASIDE TO DRY
 UNDISTRUBED UNTIL ACCEPTABLE LEVELS OF MOISTURE ARE
 OBTAINED TO BE USED AS BACKFILL.

CIVIL SERVICING - SEWERS

SEWERS:

- 15.1. SANITARY AND COMBINED SEWERS SHALL BE PVC SDR 35 EQUAL TO CSA B1A2.2, CSAB1A2.3, OR CSAB137.3.
- 15.2. STORM SEWERS SHALL BE EITHER PVC SDR 35, CSA CERTIFIED
 HIGH DENSITY POLYETHYLENE OR REINFORCED CONCRETE PIPE ALL IN ACCORDANCE WITH OPSS.
- 15.3. PIPE MATERIAL TO BE IDENTIFIED AT PRE-CONSTRUCTION MEETINGS REGARDLESS OF PIPE MATERIAL INDICATED ON DRAWINGS.
- 15.4. SANITARY SEWER SHALL BE AIR AND DEFLECTION TESTED AS PER OPSS 410.
- 15.5. SANITARY MANHOLES SHALL BE TESTED FOR LEAKAGE AS PER OPSS 407.15.6. INSTALL GEOTEXTILE FABRIC UNDER ALL CATCHBASIN GRATES
- 15.7. ALL PIPE AND FITTINGS SUPPLIED MUST CARRY CSA

 CERTIFICATION TO THE APPROPRIATE CSA STANDARD SEWER

 GRADE. THE FOLLOWING PIPE SHALL BE USED FOR GRAVITY

UNTIL CONSTRUCTION PHASE IS COMPLETE.

- 15.7.1. TYPE PSM POLYVINYL CHLORIDE (PVC) PIPE WITH ELASTOMERIC GASKET AS PER OPSS 1841 AND CSA 182.2 OR 182.7. PROFILE TYPE PIPE SUCH AS THOSE MEETING CSA 182.4 AND CSA 182.6 MUST NOT BE USED FOR SANITARY SEWER APPLICATIONS. SANITARY SEWER TO BE DR 35
- 15.8. SEWER INSTALLATION AND TIE-IN TO EXISTING SEWERS OR
 STRUCTURES TO BE PERFORMED AS PER OPSS 410. PIPE BEDDING
 AND COVER TO BE GRANULAR 'A' MATERIAL AS PER OPSS.MUNI
 1010 AND COMPACTED TO 100% SPMDD.
- 15.9. LAY AND JOIN PIPE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND TO APPROVAL OF ENGINEER.
- 15.10. INSTALL RIGID INSULATION FOR FROST PROTECTION WHERE

- DEPTH OF COVER BELOW FINISHED GRADE IS LESS THAN 1.9 m FOR SEWER SERVICE AND LESS THAN 2.1 m FOR WATER SERVICE.

 REFER TO OPSD 1109.030. INSTALL MINIMUM 50MM INSULATION WITH ADDITIONAL 25MM WHERE DOVER IS REDUCED GREATER THAN 600MM AND LESS THAN 900MM. STAGGER INSULATION JOINTS.
- 15.11. ALL YARD PIPING CONNECTIONS TO THE NEW BUILDING MUST HAVE A FLEXIBLE COUPLING INSTALLED WITHIN 1.0 m OF THE FOUNDATION WALL. THE FLEXIBLE COUPLING MUST PROVIDE AXIAL RESTRAINT AND TRANSITION BETWEEN THE PIPE MATERIAL USED FOR INTERIOR PIPING, WHICH PASSES THROUGH THE FOUNDATION WALL, AND YARD PIPING. THIS APPLIES TO ALL GRAVITY AND PRESSURE PIPING.

15.12. MANHOLES:

- 15.12.1. PRECAST MANHOLE STRUCTURES TO BE 1200 mm DIAMETER PRECAST CONCRETE AS PER OPSD 701.010, UNLESS NOTED OTHERWISE.

 15.12.2. SANITARY MANHOLES TO HAVE FRAME AND COVER AS PER OPSD 401.010 TYPE 'B' (CLOSED COVER).
- 15.12.3. MATERIALS FOR PRECAST CONCRETE STRUCTURES AND GRATING AS PER OPSS 1351 AND 1850, RESPECTIVELY.
- 15.12.4. MANHOLE AND CATCHBASIN GRATE ELEVATIONS ARE APPROXIMATE AND MAY BE SUBJECT TO ADJUSTMENT IN THE FIELD. PRECAST ADJUSTMENT UNITS AS PER OPSD 704.010 (MAXIMUM OF 3 UNITS). PARGE INSIDE AND OUTSIDE OF ADJUSTMENT UNITS TO MAKE WATERTIGHT.
- 15.12.5. JOINTS BETWEEN PRECAST SECTIONS TO BE MADE
 WATERTIGHT USING 20 mm BUTYL MASTIC IN ADDITION TO THE STANDARD
 RUBBER GASKET.
- 15.12.6. EXTERIOR JOINTS TO BE COVERED WITH A SELF-ADHERING MEMBRANE IMPERMEABLE TO WATER (i.e., BAKOR BLUESKIN® SA) INSTALLED 300 mm ABOVE AND BELOW EVERY JOINT.
- 15.12.7. BENCH TO PROVIDE A SMOOTH U-SHAPED CHANNEL AS PER OPSD 701.021.

15.13. WATERTIGHT CONNECTIONS TO MANHOLES OR EXTERIOR

(i.e., LINK-SEAL® MODULAR SEAL), ADJUSTABLE FROM INSIDE THE

- TANKS:

 15.13.1. FOR EXISTING MANHOLES USE A PIPE PENETRATION SEAL
- STRUCTURE.

 15.13.2. FOR NEW MANHOLES USE BOOT CONNECTIONS WITH TWO RING CLAMPS TO TIGHTEN THE BOOT TO THE PIPE.
- 5.14 TRANSITION COUPLINGS WILL BE REQUIRED BETWEEN THE YARD PIPING AND THE STAINLESS STEEL (OR OTHER DIFFERING PIPE MATERIALS) ON PIPING EXISTING THE TANKS OR BUILDINGS.

16 <u>WATERMAINS / VALVES</u>

- 16.1. WATERMAINS AND SERVICES TO BE INSTALLED IN ACCORDANCE
 WITH CITY OF TEMISKAMING SHORES STANDARDS AND
 SPECIFICATIONS.
- 16.2. WATERMAINS AND SERVICES TO BE INSTALLED MINIMUM 2.1 mBELOW FINISHED GRADE UNLESS OTHERWISE NOTED.16.3. WATERMAINS AND SERVICES TO INCLUDE CATHODIC PROTECTION
- AND TRACER WIRE.

 16.4. LAY AND JOIN PIPE IN ACCORDANCE WITH MANUFACTURER'S
 RECOMMENDATIONS AND TO APPROVAL OF CONTRACT
- ADMINISTRATOR.

 16.5. WATERMAIN TO BE INSTALLED AS NOTED ON DRAWING.

 HORIZONTAL AND VERTICAL THRUST BLOCKS OR RESTRAINTS TO
- BE INSTALLED.

 16.6. WATERMAIN SHALL BE AWWA C900-PVC SPECIFICATION, SDR 18

PRESSURE CLASS 235.

16.7. PIPE BEDDING AND COVER SHALL CONFIRM TO OPSD 802. BEDDING
AND COVER TO BE GRANULAR 'A'

16.8. THE MINIMUM DEPTH OF COVER MESASURED TO TOP OF MAIN OR

SERVICE CONNECTION GOOSENECK SHALL NOT BE LESS THAN 2.1M

- 16.9. WATERMAIN TO HAVE A MINIMUM SEPARATION OF 2.5M FROM
 PARALLEL DITCHES AND SEWERS. WATERMAIN PASSING UNDER
 CULVERTS TO HAVE A MINIMUM SEPARATION OF 0.5M AND
- INSULATED AS DIRECTED BY ENGINEER.16.10. SERVICE CONNECTIONS TO PVC MAINS SHALL BE BY STAINLESS STEEL SADDLE.
- 16.11. VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE. VALVE BOXES SHALL BE OF CAST IRON AS MANUFACTURED BY BIBBY STE CROIX OR STAR PIPE PRODUCTS, 112MM AND SHALL BE OF SLIDING TPE, COMPLETE WITH GROMMETED HOLE FOR TRACER WIRE WHICH CANNOT CARRY ANY SURFACE LOAD DOWN TO THE PIPE. THE COVERS SHALL PREVENT UNAUTHORIZED ENTRY AND MARKED AS 'WATER',
- 16.12. GATE VALVES FOR PIPE SHALL BE CLOW OR EQUAL, CAST IRON BODDY, RESILIENT SEATED MECHANICAL JOINT PATTERN CONFORMING TO ANSI/AWWA C509, DESIGNED FOR A WORKING PRESSURE OF NOT LEASS THAN 150PSI. FALVES SHALL OPEN WHEN TURNED IN A CLOCKWISE DIRECTION AND SHALL BE FITTEDD WITH A COMPOUND OPERATING NUT.

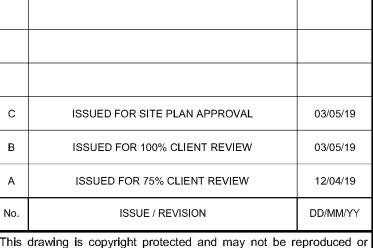
17. WILDLIFE AND ENVIRONMENT

17.1. ALL MATERIALS AND EQUIPMENT USED FOR THE PURPOSE OF SITE PREPARATION AND PROJECT COMPLETION SHALL BE OPERATED AND STORED IN A MANNER THAT PREVENTS ANY DELETERIOUS SUBSTANCES (I.E. PETROLEUM PRODUCTS, SILT, ETC.) FROM ENTERING THE RECEIVING STREAM. VEHICLE AND EQUIPMENT RE-FUELLING AND MAINTENANCE SHALL BE CONDUCTED AWAY FROM DRAINAGE CHANNELS. ANY PART OF EQUIPMENT ENTERING DRAINAGE CHANNELS SHALL BE FREE OF FLUID LEAKS AND EXTERNALLY CLEANED/DEGREASED TO PREVENT ANY DELETERIOUS SUBSTANCES FROM ENTERING THE RECEIVING STREAM.

17.2. WHILE UNDERTAKING THE CONSTRUCTION ACTIVITIES THE

CONTRACTOR SHALL BE VIGILANT FOR THE POTENTIAL PRESENCE OF UNDERGROUND FUEL TANKS, POTENTIALLY BURIED WASTE, OR ABANDONED WATER WELLS. IF ANY OF THE ABOVE ARE

ABANDONED WATER WELLS. IF ANY OF THE ABOVE ARE
ENCOUNTERED OR SUSPECTED THE CONTRACTOR SHALL NOTIFY
THE CONTRACT ADMINISTRATOR IMMEDIATELY.



used for purposes other than execution of the described work without the express written consent of J.L. Richards & Associates Limited.

VERIFY SHEET SIZE AND SCALES. BAR TO THE RIGHT IS 25mm IF THIS IS A FULL SIZE DRAWING.

IENT:



J.L.Richards

ENGINEERS - ARCHITECTS - PLANNERS

www.jlrichards.c

PROFESSIONAL STAMP	PROJECT NORTH	

PROJECT:

TEMISKAMING SHORES SENIORS HOUSING CORP.

TEMISKAMING SHORES, ONTARIO

CONSTRUCTION NOTES

DESIGN: SS
DRAWN: JP
CHECKED: RI

LR #: 28236-000

C107



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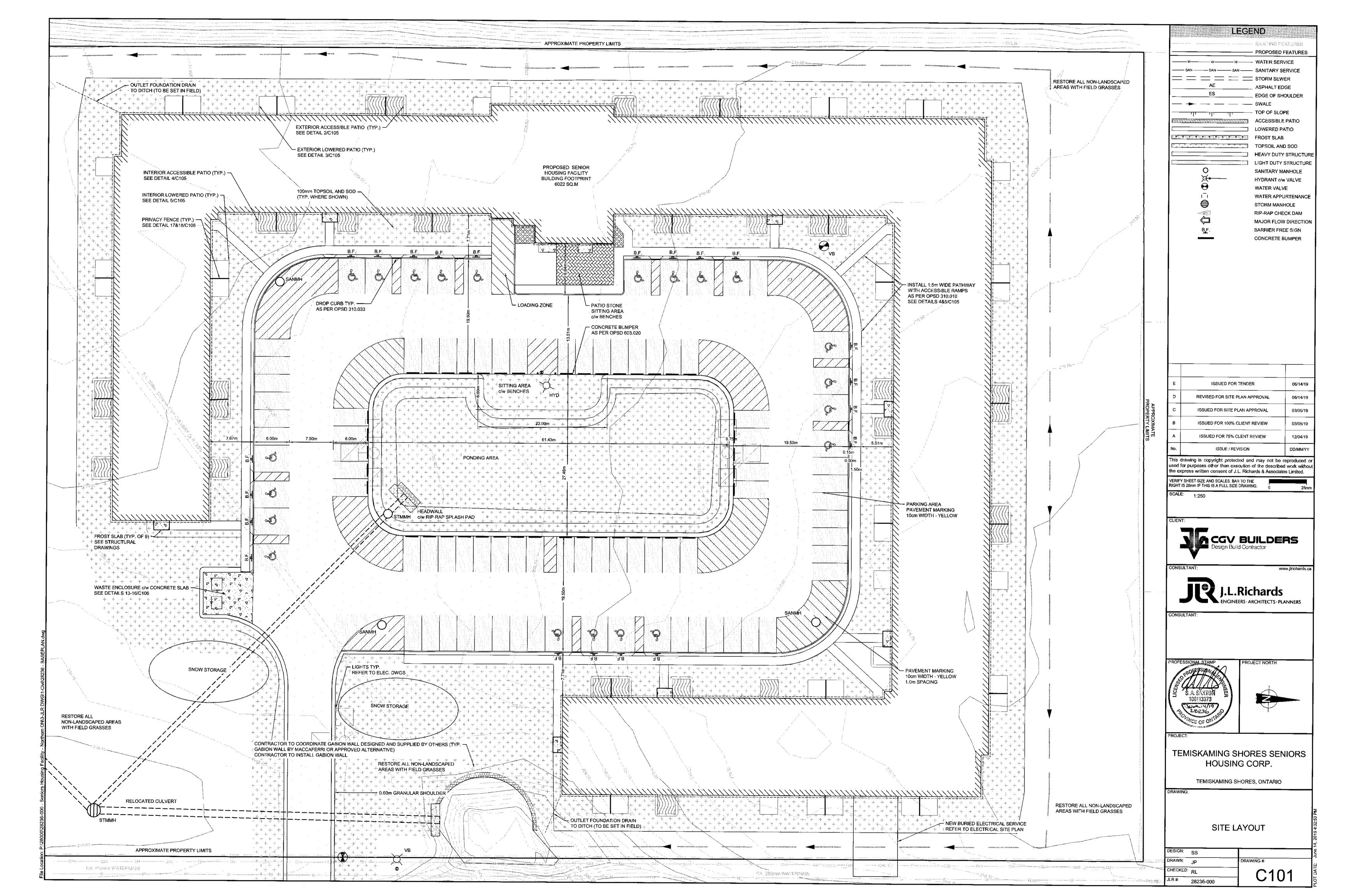
Guelph

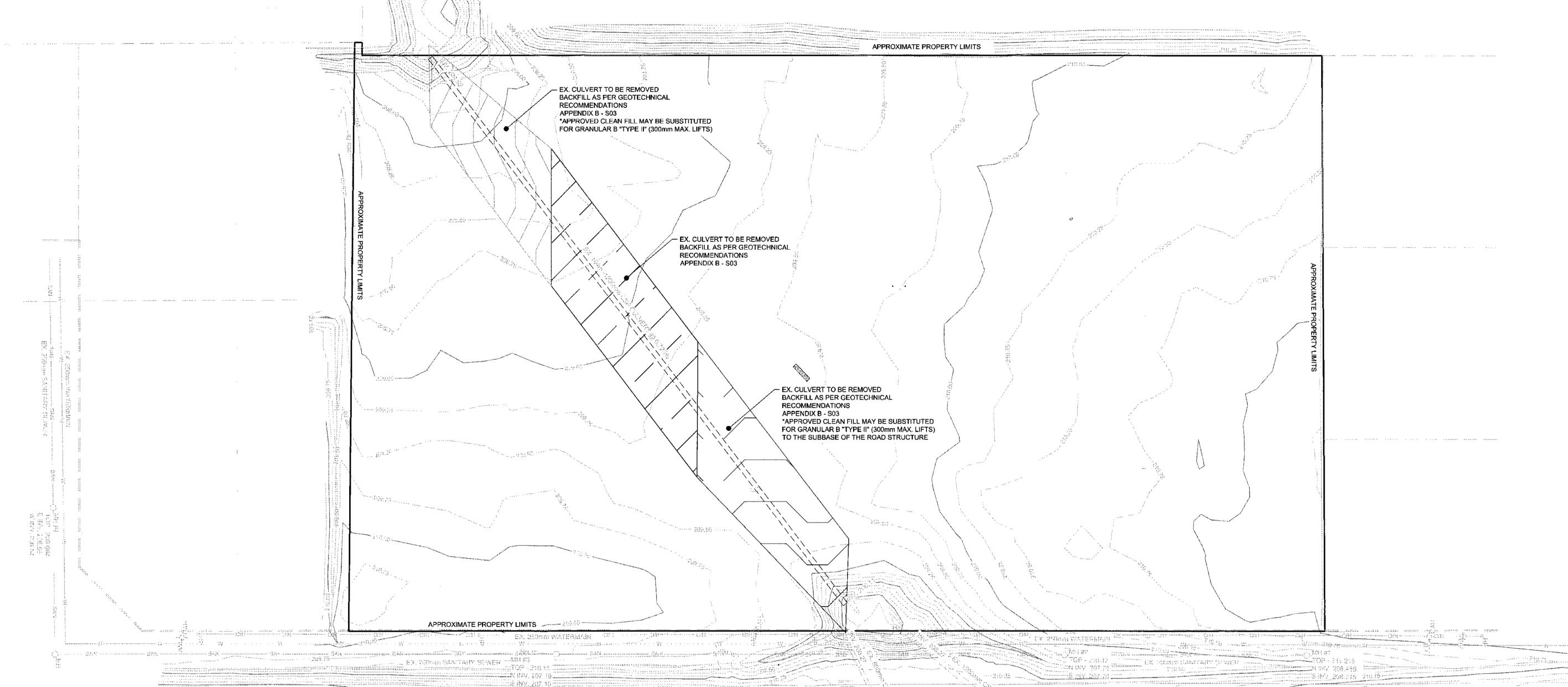
107-450 Speedvale Ave. West Guelph ON Canada N1H 7Y6 Tel: 519 763-0713

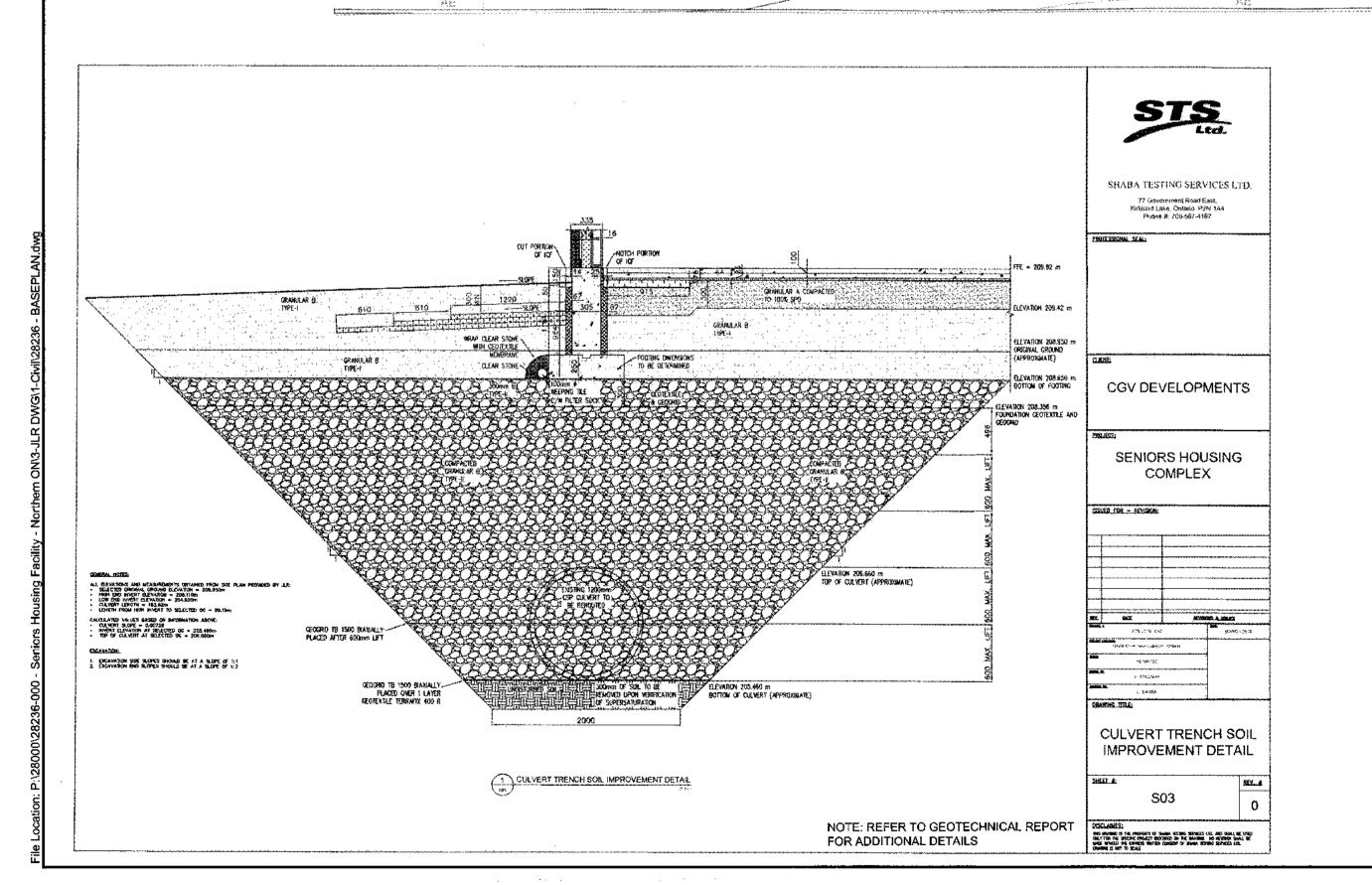
guelph@jlrichards.ca

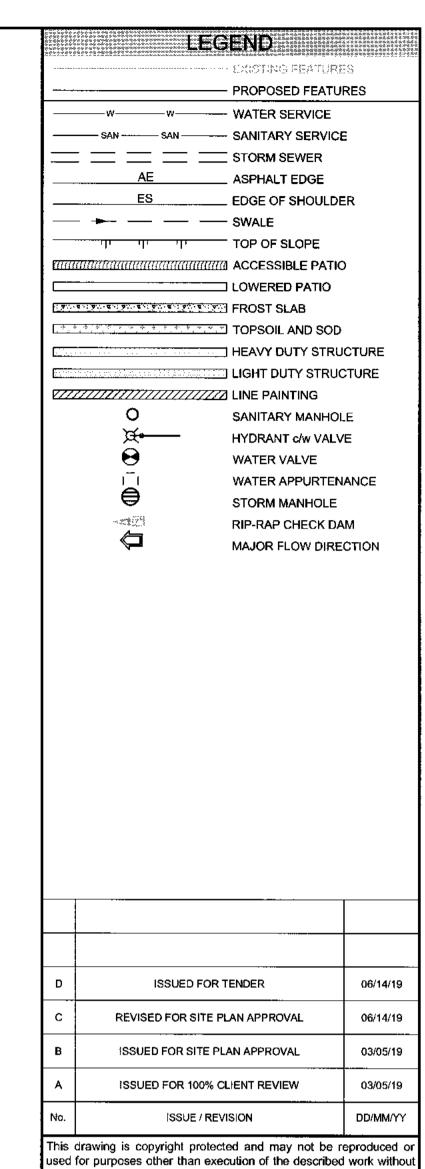


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VERIFY SHEET SIZE AND SCALES, BAR TO THE RIGHT IS 25mm IF THIS IS A FULL SIZE DRAWING. 0 25m

SCALE: AS NOTED

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Design Build Contractor

J.L.Richards

CONSULTANT:

PROFESSIONAL STAMP

ROFESSIONAL STAMP

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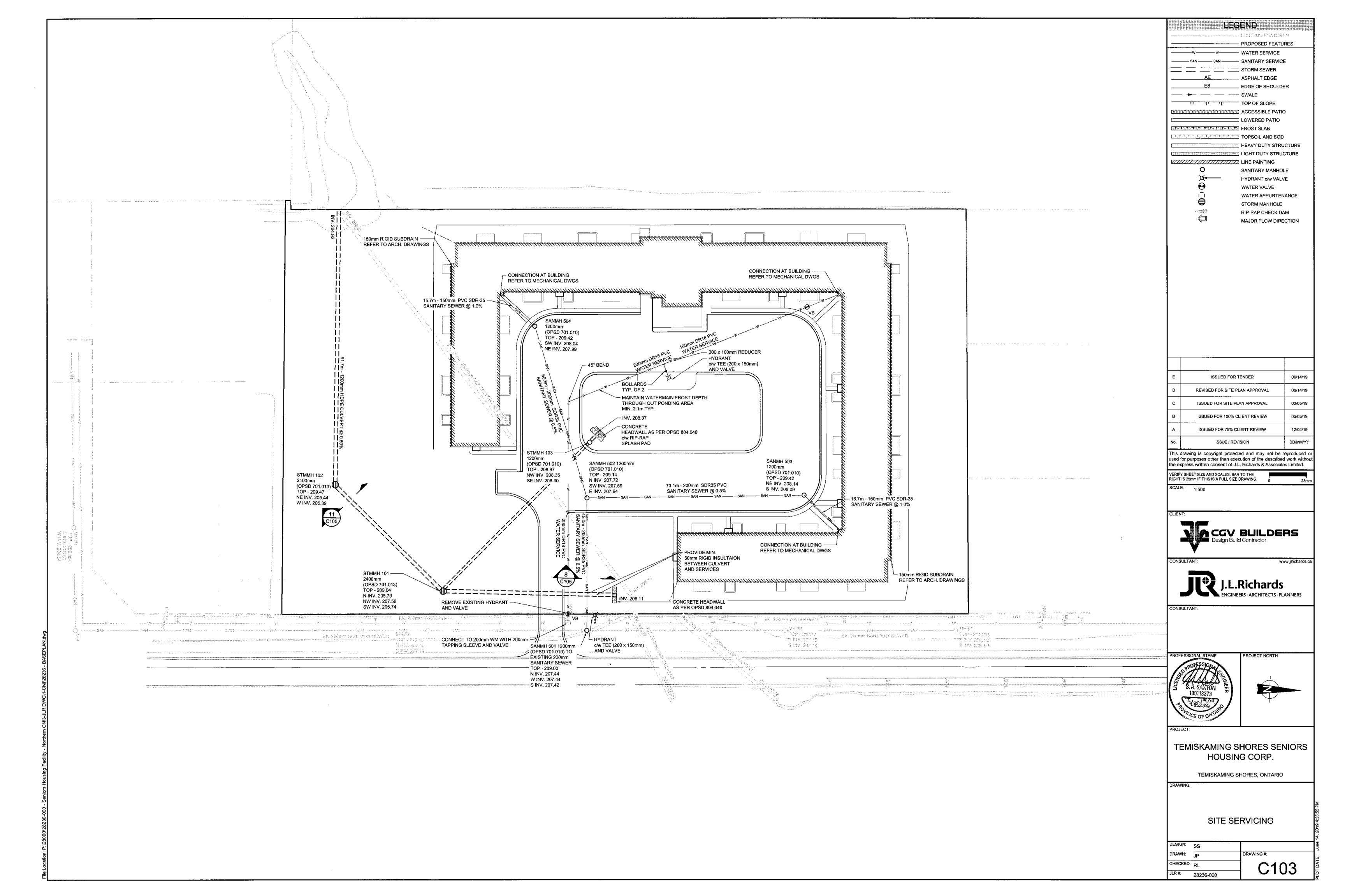
TEMISKAMING SHORES SENIORS HOUSING CORP.

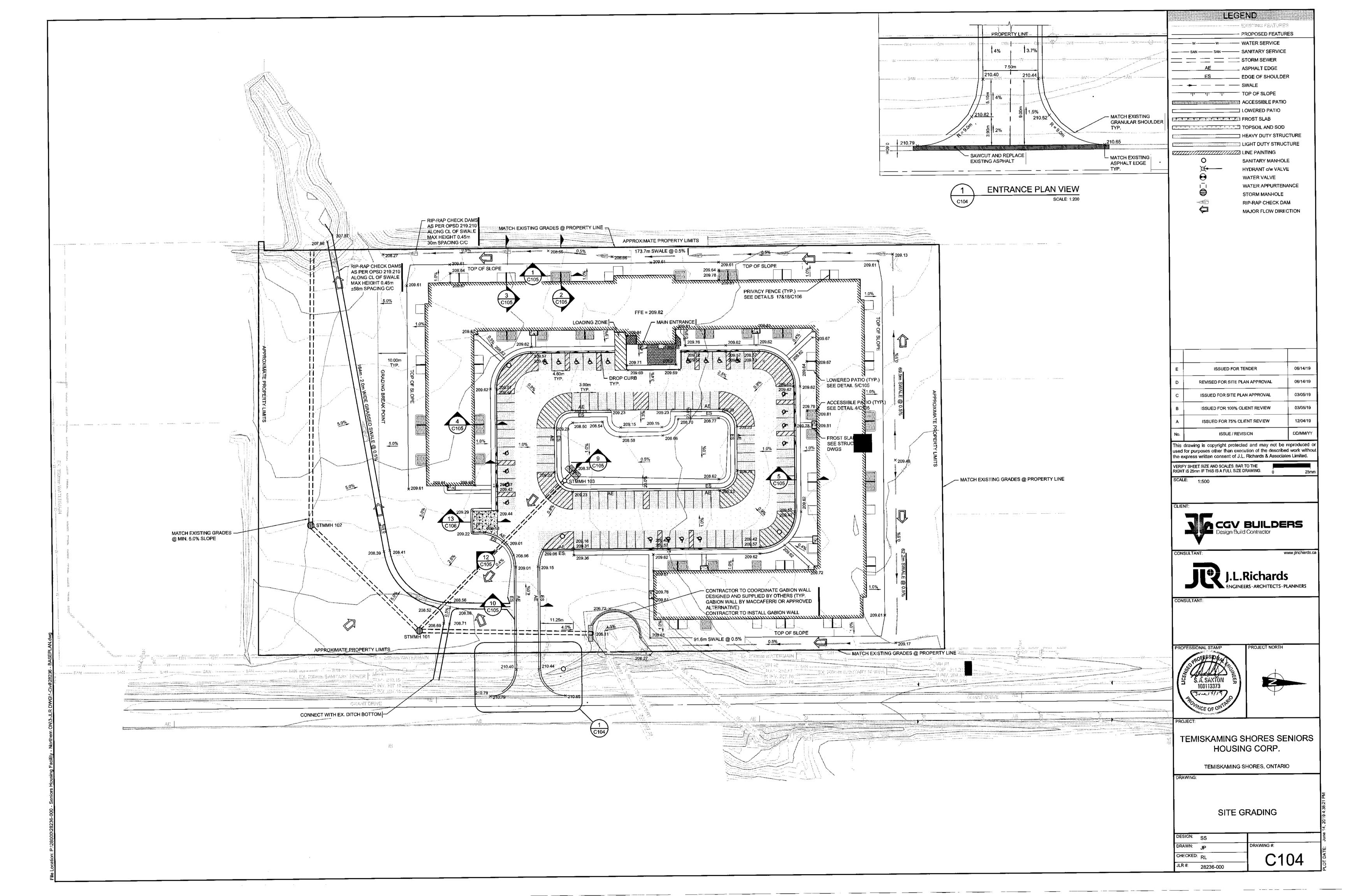
TEMISKAMING SHORES, ONTARIO

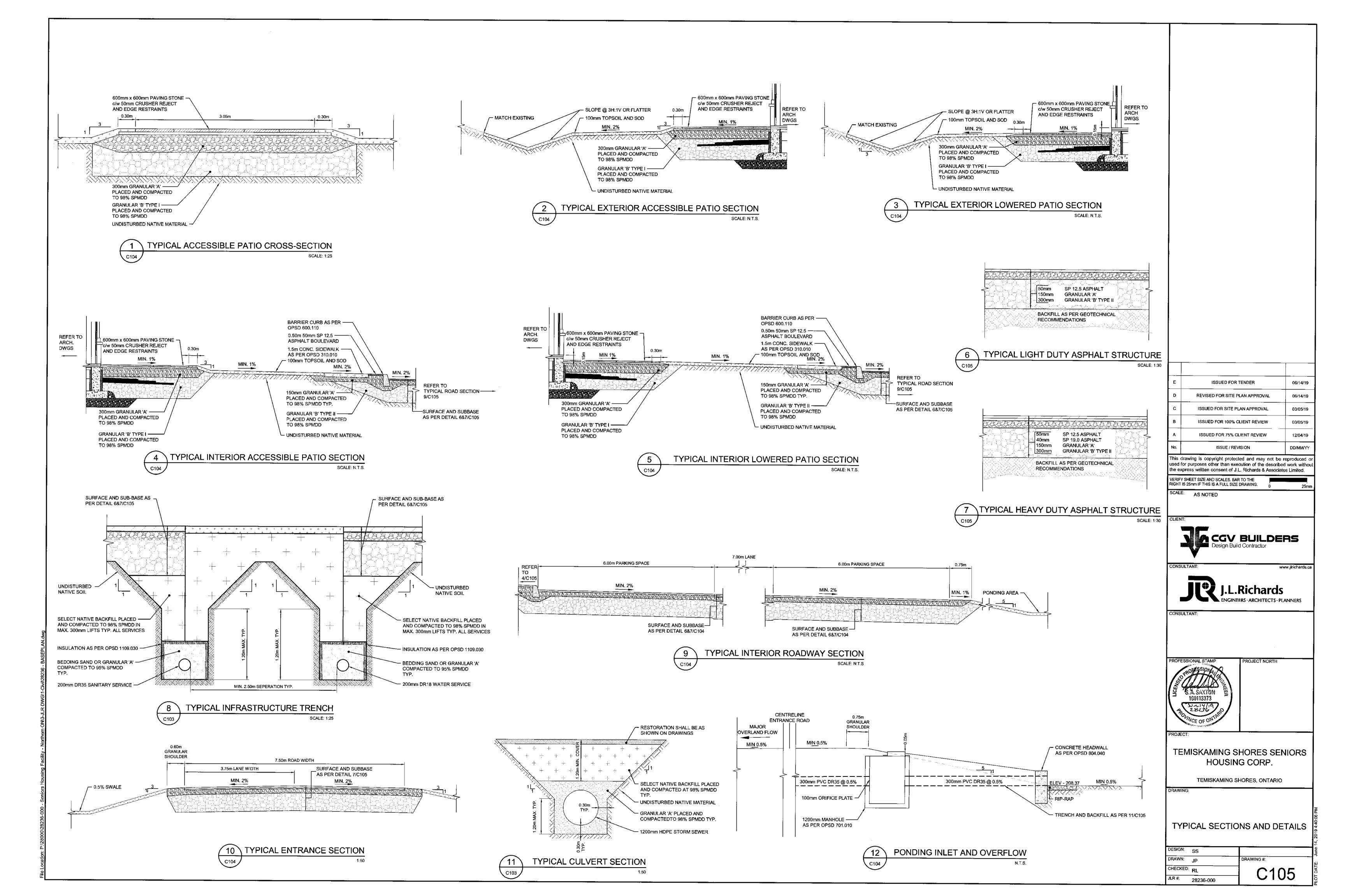
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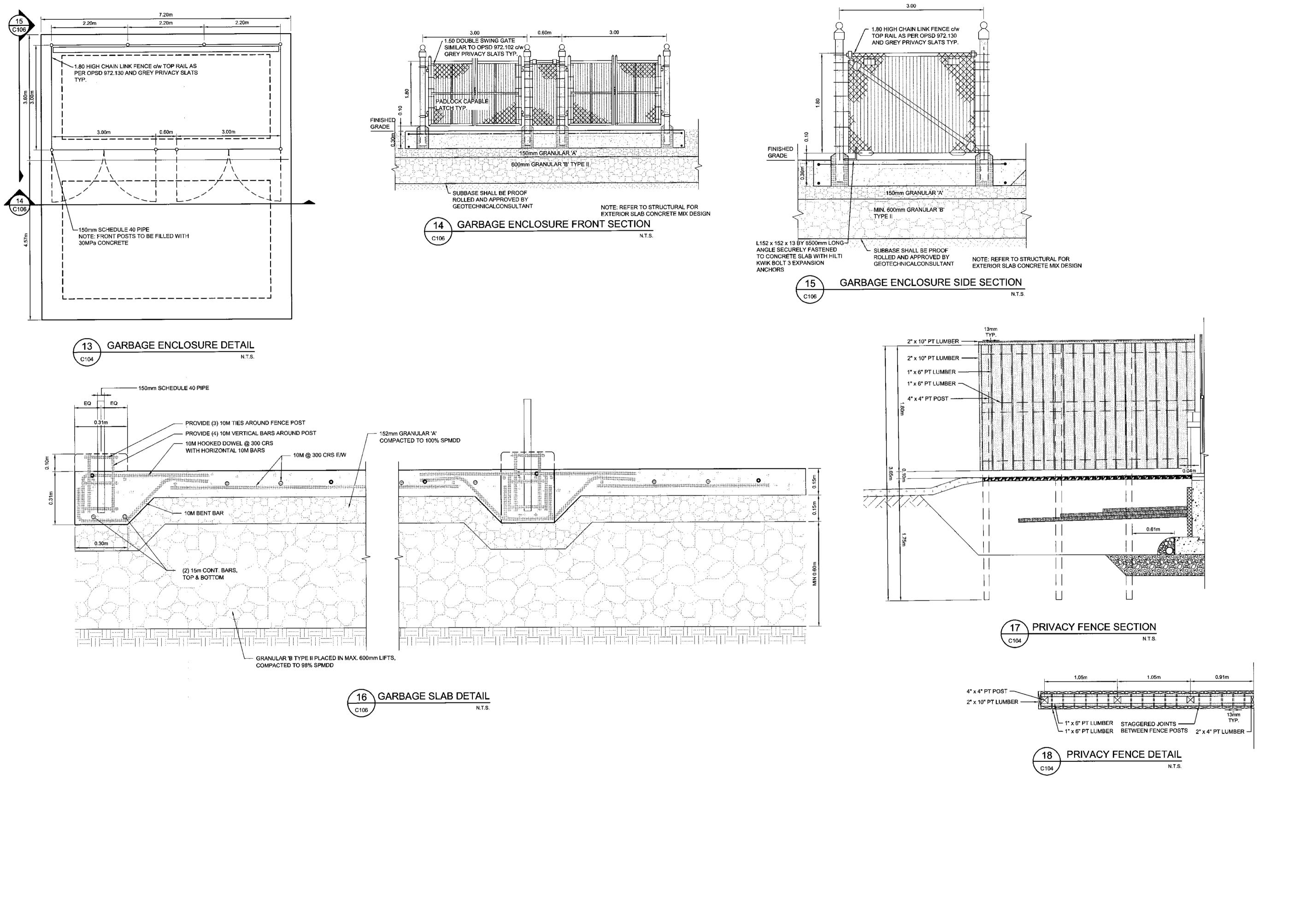
EXISTING CONDITIONS AND REMOVALS

DESIGN: SS	
DRAWN: JP	DRAWING #:
CHECKED: RL	☐ C102
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ISSUED FOR TENDER 06/14/19 06/14/19 REVISED FOR SITE PLAN APPROVAL ISSUED FOR SITE PLAN APPROVAL 03/05/19 03/05/19 ISSUED FOR 100% CLIENT REVIEW ISSUED FOR 75% CLIENT REVIEW 12/04/19 ISSUE / REVISION

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TEMISKAMING SHORES SENIORS HOUSING CORP.

TEMISKAMING SHORES, ONTARIO

TYPICAL SECTIONS AND DETAILS

DESIGN: SS	
DRAWN: JP	DRAWING #:
CHECKED: RL	C106
JLR #: 28236-000	

1. CONSTRUCTION NOTES

- 1.1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE INDICATED.
- 1.2. ALL DIMENSIONS ARE TO BE CHECKED AND VERIFIED ON THE SITE AND ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER.
- 1.3. THIS DRAWING IS PART OF A SET AND MUST BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS, DETAILS, NOTES, AND WRITTEN SPECIFICATIONS INCLUDED IN THE CONTRACT DOCUMENTS.
- 1.4. DRAWINGS ARE NOT TO BE SCALED.
- 1.5. THE TERM "OWNER" REFERS TO TEMISKAMING SHORES
 NON-PROFIT HOUSING CORPORATION (TSNPHC) OR THEIR
 ASSIGNED REPRESENTATIVE.
- 1.6. THE TERM "ENGINEER" REFERS TO THE OWNER'S DESIGN ENGINEER ("J.L. RICHARDS & ASSOCIATES")
- 1.7. THE TERM "GEOTECHNICAL CONSULTANT" REFERS TO AN INDEPENDENT GEOTECHNICAL ENGINEER OR THEIR REPRESENTATIVE THAT IS PROVIDING GEOTECHNICAL SERVICES TO ENSURE COMPLIANT INSTALLATION AND TESTING OF MATERIALS.
- 1.8 A GEOTECHNICAL REPORT HAS BEEN PRODUCED FOR THIS PROJECT AND SHOULD BE REFERENCED BY THE CONTRACTOR WHEREVER NECESSARY. "SUPPLEMENTARY GEOTECHNICAL ENGINEERING COMMENTS AND RECOMMENDATIONS PROPOSED SENIORS HOUSING COMPLEX, GRANT DRIVE, NEW LISKEARD, PREPARED BY SHABA TESTING SERVICES LTD. (STS 2019-0012, MARCH 2019 REV 06")
- 1.9. CONTRACTOR MUST WORK WITH THE LATEST REVISION OF THE CONTRACT DRAWINGS. COORDINATE WITH ENGINEER. ALL ENGINEERING DOCUMENTS SHOULD BE ISSUED TO ALL SUBS ANY DISCREPANCY SHOULD BE REPORTED TO THE ENGINEER.
- 1.10. ON REQUEST A CAD FILE WILL BE PROVIDED TO THE SUCCESSFUL CONTRACTOR TO ASSIST WITH LAYOUT.

2. GENERAL NOTES

- 2.1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND THE ASSOCIATED COSTS.
- 2.2. SURVEY WAS COMPLETED BY exp. SERVICES INC.
- 2.3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES AND SERVICES.
- 2.4. ALL UTILITIES AND SERVICES SHOWN ON THIS DRAWING SET SHALL BE CONSIDERED APPROXIMATE. LOCATIONS AND DESCRIPTIONS OF THE BURIED UTILITIES AND SERVICES SHOWN ARE PROVIDED BY THE CITY OF TEMISKAMING SHORES (PLAN 90-539 BY SUTCLIFFE, SEPT 1990, PREPARED AS CONSTRUCTED DWG 06/01/95)" AND ARE FOR REFERENCE PURPOSES ONLY. ALL UTILITIES AND SERVICES ARE NOT NECESSARILY AS SHOWN ON THE DRAWINGS. ACTUAL LOCATIONS MUST BE DETERMINED BY CAUTIOUS EXCAVATION AND, WHERE POTENTIAL FOR CONFLICTS OCCUR, HAND DIG AND HYDROVAC TO CONFIRM ACTUAL LOCATIONS. PROTECT LOCATED ITEMS DURING CONSTRUCTION AND COORDINATE WITH OWNER AND LOCAL AUTHORITIES WHERE NECESSARY. ITEMS ENCOUNTERED BELOW GRADE THAT ARE NOT SHOWN ON THE DRAWINGS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.
- TEMISKAMING SHORES STANDARDS AND SPECIFICATIONS, THE ONTARIO PROVINCIAL STANDARDS DRAWINGS (OPSD) AND SPECIFICATIONS (OPSS) UNLESS OTHERWISE NOTED.

 2.6. THE CONTRACTOR SHALL SUPPLY ALL THE MATERIALS IN NEW
- CONDITION AND IN LABOUR QUANTITIES SUFFICIENT TO COMPLETE THE WORK SHOWN ON THESE DRAWINGS.
- 2.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF SITE DISPOSAL OF ALL UNWANTED MATERIALS.
- 2.8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERTICAL AND HORIZONTAL CONTROL, AND FOR THE LAYOUT OF THE WORK.2.9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE
- REINSTATEMENT OF ALL DISTURBED AREAS TO A CONDITION
 EQUAL TO OR BETTER THAN EXISTING, TO THE SATISFACTION OF
 THE OWNER.
- 2.10.COMPACTION OF ALL MATERIAL SHALL BE AS PER OPSS 501.
- 2.11.CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION
 DEWATERING, AND THE CONTROL OF DEWATERING. OPERATIONS,
 IN ACCORDANCE WITH OPSS 517 AND OPSS 518.
- 2.12. WHERE THE CONTRACTOR WISHES A MODIFICATION OR DEVIATION FROM THE DESIGN REQUIREMENTS OF THE CONTRACT DRAWINGS OR DOCUMENTS, THE CONTRACTOR SHALL SUBMIT A DETAILED REQUEST IN WRITING TO THE ENGINEER FOR APPROVAL PRIOR TO ANY MODIFIED OR DEVIATED WORK BEING PERFORMED. SHOULD THE CONTRACTOR MAKE UNAUTHORIZED CHANGES OR DEVIATIONS TO THE DESIGN REQUIREMENTS WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER, THE CONTRACTOR WILL BE RESPONSIBLE TO PERFORM AND/OR PAY FOR REMEDIES REQUIRED BY THE ENGINEER.
- 2.13.SHOULD ARCHAEOLOGICAL REMAINS BE FOUND DURING
 CONSTRUCTION ACTIVITIES, THE MINISTRY OF TOURISM, CULTURE,
 AND SPORT MUST BE NOTIFIED IMMEDIATELY BY THE
 CONTRACTOR.
- 2.14. SHOULD HUMAN REMAINS BE ENCOUNTERED DURING
 CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL
 IMMEDIATELY CONTACT THE MINISTRY OF TOURISM, CULTURE, AND
 SPORT; THE REGISTRAR OF CEMETERIES REGULATION UNIT FROM
 THE MINISTRY OF CUSTOMER SERVICES AT (416) 329-8393 AND THE
 LOCAL POLICE.

TRAFFIC CONTROL AND SITE ACCESS

- 3.1. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH BOOK 7 OF THE ONTARIO HIGHWAY TRAFFIC MANUAL, FOR ALL WORK WITHIN THE MUNICIPAL ROAD ALLOWANCE.
- 3.2. THE CONTRACTOR, IN COORDINATION WITH THE OWNER, SHALL BE REQUIRED TO MAINTAIN ACCESS TO THE SITE FROM GRANT DRIVE FOR EMERGENCY SERVICE VEHICLES AT ALL TIMES DURING

ALLOWED.

4.1. SILT MITIGATION

4.1. SILT MITIGATION AND THE CONTROL OF AIRBORNE CONTAMINANTS

SHALL FORM A MAJOR COMPONENT OF THIS PROJECT. THE

CONTRACTOR SHALL CONSIDER SILT MITIGATION PRIOR TO

UNDERTAKING ANY ACTIVITY ON THE SITE AND TAKE ALL REQUIRED

MEASURES AND PRECAUTIONS TO PREVENT SILT OR OTHER

CONTAMINANTS FROM ENTERING THE NATURAL ENVIRONMENT OR

AREAS BEYOND LIMITS OF THE WORK AREA. SILT MITIGATION

CONSTRUCTION. COMPLETE CLOSURE OF THE ACCESS IS NOT

- REQUIREMENTS SHALL BE STRICTLY ENFORCED AS PER OPSS 805.

 4.2. PRIOR TO ANY WORK ON THE SITE, THE CONTRACTOR SHALL
 EVALUATE THE SITE AND IDENTIFY ALL LOCATIONS WHERE SILT
 MITIGATION IS REQUIRED AND INSTALL SILT MITIGATION FEATURES
 TO SUIT THE CONDITIONS.
- 4.3. THE CONTRACTOR SHALL ENSURE NO SILTED OR CONTAMINATED FLOWS ESCAPE FROM THE SITE. PROVIDE MITIGATION MEASURES AS REQUIRED.
- 4.4. ALL EXISTING AND PROPOSED CATCH BASIN GRATES WITHIN IMMEDIATE VICINITY OF WORK AREA TO BE TREATED WITH A SEDIMENT CAPTURE DEVICE (SCD). THE SCD SHALL BE TERRAFIX GEOSYNTHETICS INC. SILTSACK OR AN APPROVED EQUIVALENT INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS, REPLACE AS REQUIRED TO MAINTAIN PERFORMANCE.
- 4.5. THE FOLLOWING OPSD STANDARD DRAWINGS SHALL BE USED TO IMPLEMENT THE SILT MITIGATION MEASURES. ADDITIONAL MEASURES MAY BE REQUIRED.
- 4.5.1. OPSD 219.110 LIGHT-DUTY SILT FENCE BARRIER
- 4.5.2. OPSD 219.180 STRAW BALE FLOW CHECK DAM
- 4.5.3. OPSD 219.190 SILT FENCE FLOW CHECK DAM
- 4.6. WHERE STRAW BALES & FILTER FENCING CANNOT BE USED DUE TO BEDROCK, THE CONTRACTOR SHALL INSTALL SAND BAGS AS DETAILED IN OPSD 219,200
- 4.7. SILT MITIGATION MEASURES SHALL BE MONITORED ON A REGULAR BASIS AND REPAIRED OR MAINTAINED AS REQUIRED TO ENSURE SILT OR AIRBORNE CONTAMINANTS DO NOT ENTER THE NATURAL ENVIRONMENT.
- 4.8. ALL SILT MITIGATION MEASURES ARE TO REMAIN IN PLACE UNTIL VEGETATION IS WELL ESTABLISHED. REMOVE SILT MITIGATION ONCE VEGETATION IS WELL ESTABLISHED.
- 4.9. THE CONTRACTOR SHALL ENSURE MUNICIPAL ROADWAYS ARE KEPT FREE OF MUD OR DIRT AND PROMPTLY CLEAN THE ROADWAY SHOULD THERE BE AN OCCURRENCE.
- 4.10. THE CONTRACTOR SHALL DISPOSE OF ALL CONSTRUCTION DEBRIS
 AND SURPLUS OR UNWANTED MATERIAL AT LEGALLY DESIGNATED
 SITES IN ACCORDANCE WITH APPLICABLE LAW AT THEIR OWN
 EXPENSE. THE OWNER, IN CONSULTATION WITH THE ENGINEER
 AND GEOTECHNICAL CONSULTANT, SHALL FIELD DETERMINE
 MATERIALS SUITABLE FOR USE WITHIN THE PROJECT.

5. SITE PREPARATION AND REMOVALS

- 5.2. EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH OPSS 206
- 5.3. REMOVALS SHALL BE IN ACCORDANCE WITH OPSS 510.
- 5.4. THE SUBGRADE SHALL BE FREE OF ORGANICS, SHAPED, PROOF ROLLED AND APPROVED BY THE GEOTECHNICAL CONSULTANT PRIOR TO BACKFILLING. REFER TO SUBMITTALS SECTION FOR GEOTECHNICAL REQUIREMENTS AND LIST OF SUBMITTALS.
- 5.5. THE MOST SEVERE LOADING CONDITIONS ON THE SUBSOIL COULD OCCUR DURING CONSTRUCTION DUE TO HEAVY TRUCK AND EQUIPMENT TRAFFIC. SPECIAL PROVISIONS TO PROTECT THE SUBGRADE MAY BE REQUIRED BY THE CONTRACTOR SUCH AS ADDITIONAL SUBBASE AND/OR RESTRICTED LOADINGS OR PROVISIONS FOR TEMPORARY ROADS, ETC.
- 5.6. IF EXCAVATION IS REQUIRED BEYOND THE DEPTHS NOTED ON THE CONTRACT DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING PRIOR TO EXCAVATING ADDITIONAL DEPTHS. IF EXCAVATION CONTINUES WITHOUT AUTHORIZATION FROM THE ENGINEER IN WRITING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ADDITIONAL EXCAVATION AND BACKFILL.
- 5.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST SUPPRESSION IN ACCORDANCE WITH OPSS 506, WATER OR CALCIUM CHLORIDE SHALL BE PROVIDED AS REQUIRED TO PREVENT DUST.
- 5.8. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE EXACT LOCATION, SIZE, MATERIAL AND ELEVATION OF ALL SERVICES AND UTILITIES PRIOR TO CONSTRUCTION AND SHALL PROTECT AND ASSURE RESPONSIBILITY FOR ALL UTILITIES WHETHER OR NOT SHOWN ON THIS DRAWING.
- 5.9. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE, VIA EXCAVATION, THE EXACT LOCATION AND ELEVATION OF THE EXISTING WATERMAINS, SEWERS AND UNDERGROUND STRUCTURES PRIOR TO CONSTRUCTION AND SHALL PROTECT AND ASSURE RESPONSIBILITY FOR ALL UTILITIES WHETHER OR NOT SHOWN ON THE CONTRACT DOCUMENTS.
- 5.10.ITEMS ENCOUNTERED BELOW GRADE THAT ARE ENCOUNTERED AND NOT SHOWN ON THE DRAWING SHALL BE REPORTED TO THE CONTRACT ADMINISTRATOR.
- 5.11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF SITE DISPOSAL OF ALL UNWANTED MATERIAL.
- AWAY FROM EXCAVATIONS AND SUBGRADE.

 5.13. DISTURBED SOILS SUBJECTED TO ELEVATED MOISTURE CONTENT
 WILL HAVE SIGNIFICANT STRENGTH LOSS AND MUST BE REMOVED.

5.12. SITE SHOULD BE ROUGH GRADED TO DIRECT SURFACE WATER

6. ROCK EXCAVATION

6.1. CONTRACTOR TO NOTIFY ENGINEER SHOULD ROCK BE ENCOUNTERED.

ASPHALT AND GRANULARS

- 7.1. ALL MATERIALS MUST CONFORM TO THE ONTARIO PROVINCIAL STANDARDS AND SPECIFICATIONS.
- 7.2. SPECIFICATIONS FOR SITE WORK SHALL BE READ IN CONJUNCTION WITH THE GEOTECHNICAL REPORT.
- 7.3. ALL ASPHALT SURFACES TO BE RESTORED WITH ASPHALT DESIGN
 AS SHOWN ON DRAWINGS AND AS REFERENCED TO THE
 GEOTECHNICAL REPORT.

SIGNAGE

- 8.1. ALL SIGNS ARE NOT NECESSARILY SHOWN ON DRAWINGS. THE CONTRACTOR SHALL REMOVE, SALVAGE AND REINSTALL EXISTING SIGNAGE AS DIRECTED BY THE OWNER.
- 8.2. POSTS AND SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH OPSS 703 AND OPSD 987.110.

9. GEOTEXTILE

9.1. GEOTEXTILE SHALL BE TERRAFIX 270R IN ACCORDANCE WITH OPSS 1860. CONTRACTOR SHALL INSTALL AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

10. LANDSCAPING

- LANDSCAPING

 10.1. CONTRACTOR SHALL SUPPLY AND INSTALL 75mm TOPSOIL AND

 SEED IN ACCORDANCE OPSS 802 AND OPSS 803 TO ALL RESTORED
- AND DISTURBED SURFACES.

 10.2. AT THE TIME OF FINAL INSPECTION ALL SEEDED AREAS SHALL BE IN A HEALTHY, VIGOROUS GROWING CONDITION, IN FULL ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
- 10.3. EXISTING TREES TO BE RETAINED AND PROTECTED IN ACCORDANCE WITH OPSS 801 WHERE POSSIBLE AND DIRECTED BY THE CONTRACT ADMINISTRATOR.
- 10.4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION,
 BACKFILL, AND REINSTATEMENT OF ALL AREAS DISTURBED DURING
 CONSTRUCTION AND ALL ASSOCIATED WORKS TO THE
 SATISFACTION OF THE CONTRACT ADMINISTRATOR AND THE
 OWNER.

11. BACKFILL

11.1.BACKFILL UNDER PAVED AREAS, SIDEWALKS, OR EXTERIOR
SLABS-ON-GRADE SHOULD BE COMPACTED TO 100% SPMDD.
BACKFILL PLACED AGAINST BURIED STRUCTURES OR FOUNDATION
WALLS TO BE MINIMUM 1000 mm GRANULAR 'B' MATERIAL AS PER
OPSS.MUNI 1010, COMPACTED TO 100% SPMDD.

12. <u>FENCING</u>

12.1. EXISTING FENCING ABUTTING THE PROPERTY TO BE PROTECTED.

ANY FENCING THAT HAS BEEN DAMAGED AS A PART OF THIS

PROJECT TO BE REINSTATED TO MATCH EXISTING CONDITIONS.

13. CONCRETE SIDEWALK

- 13.1. CONCRETE MATERIAL AS PER OPSS 350, 351, 352, AND 235; 1301, 1302, AND 1350 AND CAN/CSA A23.1/A23.2.
- 13.2. CONCRETE TO BE 30 MPa MINIMUM 28 DAY STRENGTH, 19 mm
 COARSE AGGREGATE NOMINAL MAXIMUM SIZE, 6.0% TO 8.0% AIR,
 NORMAL PORTLAND TYPE CEMENT AS PER OPSS 1301, 0.45
 MAXIMUM WATER CEMENT RATIO, 75 mm MAXIMUM SLUMP, WHITE
 PIGMENTED CURING COMPOUND AS PER OPSS 1315.
- 13.3. PLAIN CONCRETE TO BE CLASS C-2, 150 mm THICK, WITH 150 mm GRANULAR 'A' BEDDING COMPACTED TO 100% SPMDD.

14. TRENCH BACKFILL

- 14.1. TRENCHING BACKFILL AND COMPACTING TO BE PERFORMED AS PER OPSS 401.
- 14.2. FOR SERVICES TRENCHES UNDER PAVED AREAS BACKFILL TO BE PLACED IN MAXIMUM 200 mm THICK LOOSE LIFTS, AND COMPACTED TO 95% SPMDD.
- 14.3. BACKFILL PLACED 300mm BELOW PAVEMENT SUBGRADE TO BE COMPACTED TO 98% SPMDD.
- 14.4. EXCAVATION SIDES MUST HAVE FROST TAPER AS PER OPSD 800 SERIES.
- 14.5. EXCAVATED SOILS THAT ARE TOO WET (IE. GREATER THEN 5%
 ABOVE OPTIMUM MOISTURE CONTENT) MUST BE SET ASIDE TO DRY
 UNDISTRUBED UNTIL ACCEPTABLE LEVELS OF MOISTURE ARE
 OBTAINED TO BE USED AS BACKFILL.

15 <u>CIVIL SERVICING - SEWERS</u>

- 15.1. SANITARY AND COMBINED SEWERS SHALL BE PVC SDR 35 EQUAL TO CSA B1A2.2, CSAB1A2.3, OR CSAB137.3.
- 15.2. STORM SEWERS SHALL BE EITHER PVC SDR 35, CSA CERTIFIED HIGH DENSITY POLYETHYLENE OR REINFORCED CONCRETE PIPE ALL IN ACCORDANCE WITH OPSS.
- 15.3. PIPE MATERIAL TO BE IDENTIFIED AT PRE-CONSTRUCTION MEETINGS REGARDLESS OF PIPE MATERIAL INDICATED ON DRAWINGS.
- 15.4. SANITARY SEWER SHALL BE AIR AND DEFLECTION TESTED AS PER OPSS 410.
- 15.5. SANITARY MANHOLES SHALL BE TESTED FOR LEAKAGE AS PER OPSS 407.15.6. INSTALL GEOTEXTILE FABRIC UNDER ALL CATCHBASIN GRATES
- UNTIL CONSTRUCTION PHASE IS COMPLETE.

 15.7. ALL PIPE AND FITTINGS SUPPLIED MUST CARRY CSA

 CERTIFICATION TO THE APPROPRIATE CSA STANDARD SEWER

 GRADE. THE FOLLOWING PIPE SHALL BE USED FOR GRAVITY
- 15.7.1. TYPE PSM POLYVINYL CHLORIDE (PVC) PIPE WITH ELASTOMERIC GASKET AS PER OPSS 1841 AND CSA 182.2 OR 182.7. PROFILE TYPE PIPE SUCH AS THOSE MEETING CSA 182.4 AND CSA 182.6 MUST NOT BE USED FOR SANITARY SEWER APPLICATIONS. SANITARY SEWER TO BE DR 35
- 15.8. SEWER INSTALLATION AND TIE-IN TO EXISTING SEWERS OR STRUCTURES TO BE PERFORMED AS PER OPSS 410. PIPE BEDDING AND COVER TO BE GRANULAR 'A' MATERIAL AS PER OPSS.MUNI 1010 AND COMPACTED TO 100% SPMDD.
- 15.9. LAY AND JOIN PIPE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND TO APPROVAL OF ENGINEER.
- 15.10. INSTALL RIGID INSULATION FOR FROST PROTECTION WHERE

- DEPTH OF COVER BELOW FINISHED GRADE IS LESS THAN 1.9 m FOR SEWER SERVICE AND LESS THAN 2.1 m FOR WATER SERVICE.

 REFER TO OPSD 1109.030. INSTALL MINIMUM 50MM INSULATION

 WITH ADDITIONAL 25MM WHERE DOVER IS REDUCED GREATER

 THAN 600MM AND LESS THAN 900MM. STAGGER INSULATION

 JOINTS.
- 15.11. ALL YARD PIPING CONNECTIONS TO THE NEW BUILDING MUST HAVE A FLEXIBLE COUPLING INSTALLED WITHIN 1.0 m OF THE FOUNDATION WALL. THE FLEXIBLE COUPLING MUST PROVIDE AXIAL RESTRAINT AND TRANSITION BETWEEN THE PIPE MATERIAL USED FOR INTERIOR PIPING, WHICH PASSES THROUGH THE FOUNDATION WALL, AND YARD PIPING. THIS APPLIES TO ALL GRAVITY AND PRESSURE PIPING.

15.12. MANHOLES:

- 15.12.1. PRECAST MANHOLE STRUCTURES TO BE 1200 mm DIAMETER PRECAST CONCRETE AS PER OPSD 701.010, UNLESS NOTED OTHERWISE.

 15.12.2. SANITARY MANHOLES TO HAVE FRAME AND COVER AS PER OPSD 401.010 TYPE 'B' (CLOSED COVER).
- 15.12.3. MATERIALS FOR PRECAST CONCRETE STRUCTURES AND GRATING AS PER OPSS 1351 AND 1850, RESPECTIVELY.
- 15.12.4. MANHOLE AND CATCHBASIN GRATE ELEVATIONS ARE APPROXIMATE AND MAY BE SUBJECT TO ADJUSTMENT IN THE FIELD. PRECAST ADJUSTMENT UNITS AS PER OPSD 704.010 (MAXIMUM OF 3 UNITS). PARGE INSIDE AND OUTSIDE OF ADJUSTMENT UNITS TO MAKE WATERTIGHT.
- 15.12.5. JOINTS BETWEEN PRECAST SECTIONS TO BE MADE
 WATERTIGHT USING 20 mm BUTYL MASTIC IN ADDITION TO THE STANDARD
 RUBBER GASKET.
- 15.12.6. EXTERIOR JOINTS TO BE COVERED WITH A SELF-ADHERING MEMBRANE IMPERMEABLE TO WATER (i.e., BAKOR BLUESKIN® SA)
 INSTALLED 300 mm ABOVE AND BELOW EVERY JOINT.
- 15.12.7. BENCH TO PROVIDE A SMOOTH U-SHAPED CHANNEL AS PER OPSD 701.021.
- 15.13. WATERTIGHT CONNECTIONS TO MANHOLES OR EXTERIOR TANKS:
- 15.13.1. FOR EXISTING MANHOLES USE A PIPE PENETRATION SEAL (i.e., LINK-SEAL® MODULAR SEAL), ADJUSTABLE FROM INSIDE THE STRUCTURE.
- 15.13.2. FOR NEW MANHOLES USE BOOT CONNECTIONS WITH TWO RING CLAMPS TO TIGHTEN THE BOOT TO THE PIPE.
- 15.14 TRANSITION COUPLINGS WILL BE REQUIRED BETWEEN THE YARD PIPING AND THE STAINLESS STEEL (OR OTHER DIFFERING PIPE MATERIALS) ON PIPING EXISTING THE TANKS OR BUILDINGS.

16 WATERMAINS / VALVES

- 16.1. WATERMAINS AND SERVICES TO BE INSTALLED IN ACCORDANCE WITH CITY OF TEMISKAMING SHORES STANDARDS AND SPECIFICATIONS.
- 16.2. WATERMAINS AND SERVICES TO BE INSTALLED MINIMUM 2.1 m
 BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.
- AND TRACER WIRE.

 16.4. LAY AND JOIN PIPE IN ACCORDANCE WITH MANUFACTURER'S

RECOMMENDATIONS AND TO APPROVAL OF CONTRACT

16.3. WATERMAINS AND SERVICES TO INCLUDE CATHODIC PROTECTION

- ADMINISTRATOR.

 16.5. WATERMAIN TO BE INSTALLED AS NOTED ON DRAWING.

 HORIZONTAL AND VERTICAL THRUST BLOCKS OR RESTRAINTS TO
- 16.6. WATERMAIN SHALL BE AWWA C900-PVC SPECIFICATION, SDR 18 PRESSURE CLASS 235.
- 16.7. PIPE BEDDING AND COVER SHALL CONFIRM TO OPSD 802. BEDDING
 AND COVER TO BE GRANULAR 'A'

 16.8. THE MINIMUM DEPTH OF COVER MEASURED TO TOP OF MAIN OR

SERVICE CONNECTION GOOSENECK SHALL NOT BE LESS THAN 2.1M

- 16.9. WATERMAIN TO HAVE A MINIMUM SEPARATION OF 2.5M FROM PARALLEL DITCHES AND SEWERS. WATERMAIN PASSING UNDER CULVERTS TO HAVE A MINIMUM SEPARATION OF 0.5M AND INSULATED AS DIRECTED BY ENGINEER.
- 16.10. SERVICE CONNECTIONS TO PVC MAINS SHALL BE BY STAINLESS STEEL SADDLE.
- 16.11. VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE. VALVE BOXES SHALL BE OF CAST IRON AS MANUFACTURED BY BIBBY STE CROIX OR STAR PIPE PRODUCTS, 112MM AND SHALL BE OF SLIDING TPE, COMPLETE WITH GROMMETED HOLE FOR TRACER WIRE WHICH CANNOT CARRY ANY SURFACE LOAD DOWN TO THE PIPE. THE COVERS SHALL PREVENT UNAUTHORIZED ENTRY AND MARKED AS 'WATER',
- 16.12. GATE VALVES FOR PIPE SHALL BE CLOW OR EQUAL, CAST IRON BODY, RESILIENT SEATED MECHANICAL JOINT PATTERN CONFORMING TO ANSI/AWWA C509, DESIGNED FOR A WORKING PRESSURE OF NOT LEASS THAN 150PSI. VALVES SHALL OPEN WHEN TURNED IN A CLOCKWISE DIRECTION AND SHALL BE FITTED WITH A COMPOUND OPERATING NUT.

17. PAVING STONE EDGE RESTRAINTS

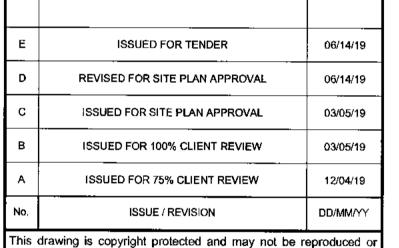
- 17.1.PAVING STONE EDGE RESTRAINTS SHALL BE PVC PAVER EDGING RESTRAINT, BY BRICKSTOP "MODEL 452" OR APPROVED EQUIVALENT.
- 17.2.PAVING STONE EDGE RESTRAINTS SHALL BE INSTALLED ON A GRANULAR SURFACE WITH 8" GALAVANIZED SPIKES.

18. BENCHES

- 18.1. BENCHES SHALL BE WABUSH VALLEY, SUPPLIED BY PLAYPOWER
 CANADA OR APPROVED EQUIVELANT.
- 18.2. BENCHES SHALL BE INSTALLED AS PER MANUFACTURERS RECOMMENDATIONS.

19. WILDLIFE AND ENVIRONMENT

- 19.1. ALL MATERIALS AND EQUIPMENT USED FOR THE PURPOSE OF SITE PREPARATION AND PROJECT COMPLETION SHALL BE OPERATED AND STORED IN A MANNER THAT PREVENTS ANY DELETERIOUS SUBSTANCES (I.E. PETROLEUM PRODUCTS, SILT, ETC.) FROM ENTERING THE RECEIVING STREAM. VEHICLE AND EQUIPMENT RE-FUELLING AND MAINTENANCE SHALL BE CONDUCTED AWAY FROM DRAINAGE CHANNELS. ANY PART OF EQUIPMENT ENTERING DRAINAGE CHANNELS SHALL BE FREE OF FLUID LEAKS AND EXTERNALLY CLEANED/DEGREASED TO PREVENT ANY DELETERIOUS SUBSTANCES FROM ENTERING THE RECEIVING
- 19.2. WHILE UNDERTAKING THE CONSTRUCTION ACTIVITIES THE
 CONTRACTOR SHALL BE VIGILANT FOR THE POTENTIAL PRESENCE
 OF UNDERGROUND FUEL TANKS, POTENTIALLY BURIED WASTE, OR
 ABANDONED WATER WELLS. IF ANY OF THE ABOVE ARE
 ENCOUNTERED OR SUSPECTED THE CONTRACTOR SHALL NOTIFY
 THE CONTRACT ADMINISTRATOR IMMEDIATELY.



used for purposes other than execution of the described work with the express written consent of J.L. Richards & Associates Limited.

VERIFY SHEET SIZE AND SCALES. BAR TO THE

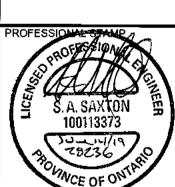
SCALE:

RIGHT IS 25mm IF THIS IS A FULL SIZE DRAWING.



J.L.Richards

CONSULTANT:



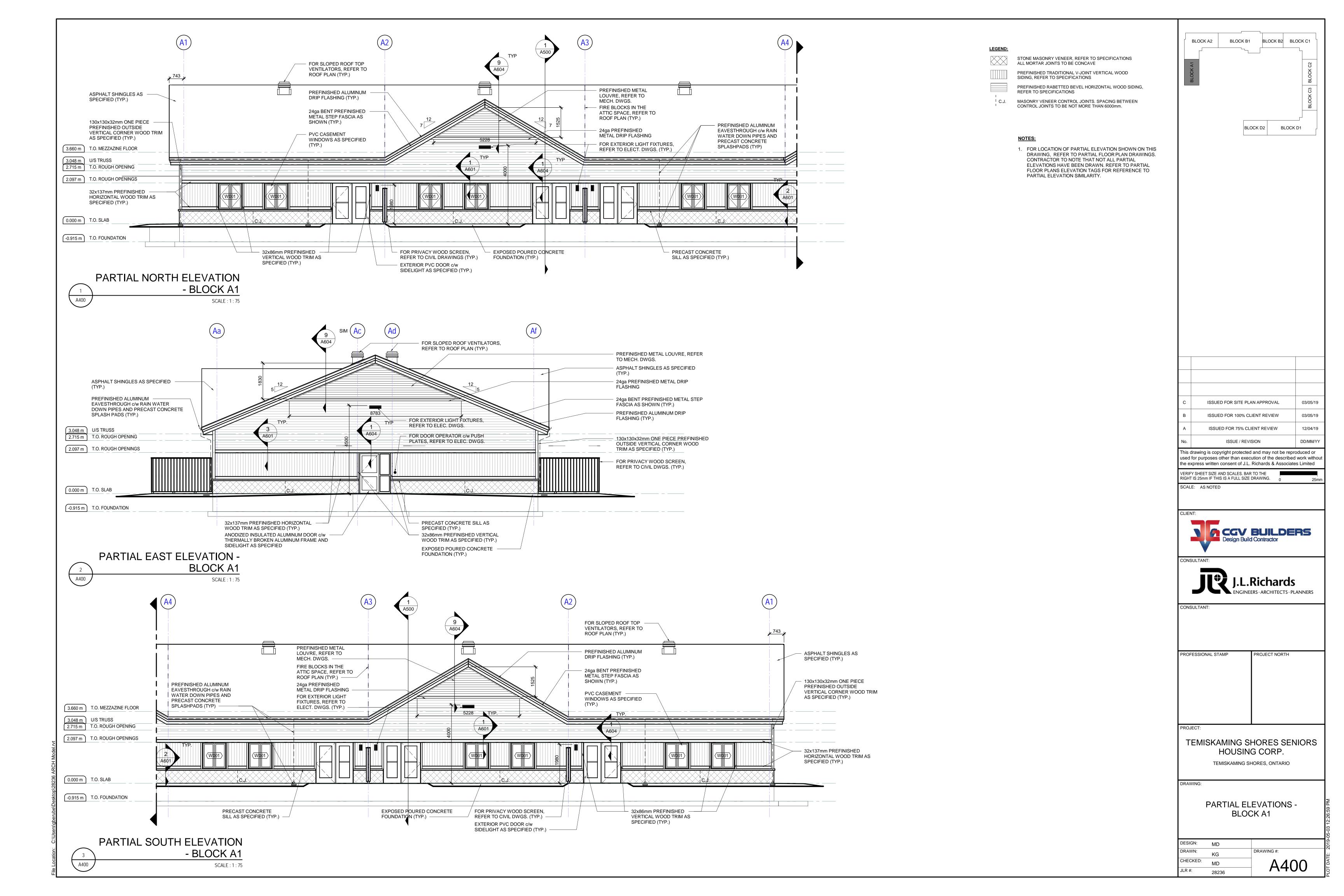
TEMISKAMING SHORES SENIORS
HOUSING CORP.

TEMISKAMING SHORES, ONTARIO

PRAWING:

CONSTRUCTION NOTES

DESIGN: SS	
DRAWN: JP	DRAWING #:
CHECKED: RL	\Box \bigcirc 107
JLR#: 28236-000	





City of Temiskaming Shores **Administrative Report**

Subject: Lease Agreement – Dr. Brittany Barron **Report No.:** CS-055-2019

Haileybury Medical Centre Agenda Date: October 1, 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-055-2019; and
- That Council directs staff to prepare the necessary by-law to authorize a two (2) year lease agreement with Brittany Barron Medicine Professional Corporation for the rental of space at the Haileybury Medical Centre for consideration at the October 1, 2019 Regular Council meeting.

Background

In 2017, Brittany Barron Medicine Professional Corporation (Dr. Brittany Barron) signed a Physician Services Agreement with the City to provide medical services to the community through the Haileybury Family Health Team for a period of two years.

In September, the Physician Recruitment and Retention Committee were notified that Dr. Barron would like to extend her services to Temiskaming Shores by an additional two years.

As such, she has requested the use of office space at the Haileybury Medical Centre to coincide.

<u>Analysis</u>

The current lease with Dr. Barron expires October 31st, 2019.					
Dr. Barron currently leases 408 square feet at the Haileybury Medical Centre.					
Dr. Barron's new lease will take effect November 1 st , 2019 until October 31 st , 2021.					
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 🖂		

Corporate Services Page 1



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 Christopher W. Oslund

Director of Corporate Services City Manager

Corporate Services Page 2

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

Being a by-law to authorize the entering into a lease agreement with Brittany Barron Medicine Professional Corporation 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 considered Administrative Report No. CS-055-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a two (2) year lease agreement with Brittany Barron Medicine Professional Corporation for the rental of 408 ft² of office space at the Haileybury Medical Center effective November 1, 2019 until October 31, 2021 for consideration at the October 1, 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 Brittany Barron Medicine Professional Corporation 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 fine 2019.	ally passed this 1 st , day of October,
	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

Brittany Barron Medicine Professional Corporation

for the rental of space at the Haileybury Medical Center

Lease Agreement

between

The Corporation of the City of Temiskaming Shores

and

Brittany Barron Medicine Professional Corporation

Lease

Shelly Zubyck
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J IK0

This Lease made this 1st day of October, 2019

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called the "Lessor")

And:

Brittany Barron Medicine Professional Corporation

(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 <u>Four Hundred and Eight Square</u> <u>Feet</u> (408 ft²) 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 November, 2019 and ending on the 31st day of October, 2021.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of Four Hundred and Sixty-Six Dollars and Thirty Six Cents (\$466.36) per month plus HST, for year one (1). An increase will be applied to the rental rate according to the Consumer Price Index for year two (2), effective November 1, 2020. 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;
- 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.
- 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 All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it

shall be deemed to have been received on the next working day of the recipient at the opening of business:

The Tenant: The Landlord:

Dr. Brittany Barron
P.O. Box 2010
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario

POJ 1KP0 POJ 1K0

Attn.: Brittany Barron Attn.: Shelly Zubyck

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)	Brittany Barron Medicine Professional Corporation
the presence of)	
)))	Dr. Brittany Barron
)))	Witness Print Name:
)	Title:
Municipal Seal)))	Corporation of the City of Temiskaming Shores
)))	Mayor – Carman Kidd
))	Clerk – David B. Treen



Subject: ZBA – Microbreweries/wineries/distilleries **Report No.:** CS-056-2019

in various Commercial Zones Agenda Date: October 1, 2019

Attachments

Appendix 01: Planning Report

Appendix 02: Application and Public Notice

Appendix 03: Draft By-law to amend Zoning By-law No. 2017-154

Recommendations

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-056-2019;
- 2. That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to amend the definition of "microbrewery/winery/distillery, and to permit the addition of "microbrewery/winery/distillery" to the list of permitted accessory uses in the Downtown Commercial New Liskeard (C1), Downtown Commercial Haileybury (C1A), and Highway Commercial (C2) Zones, subject to the recommended provisions; and
- 3. That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the October 1, 2019 Regular Council meeting.

Background

The popularity of craft beer and microbreweries has been increasing across the province in recent years. During the creation of the City of Temiskaming Shores Zoning By-law microbreweries/wineries/distilleries were discussed and considered on a larger-scale, and were granted as-of-right permissions in the General Industrial (M1) Zone. At the time it was determined that in order to permit these uses in downtown and commercial locations a Zoning By-law amendment would be an appropriate vehicle to ensure that the primary use of the facility would remain commercial. Upon further review, and considering recent requests and developments, it has been determined that small-scale facilities are appropriate in commercial areas, provided specific provisions are attached to address certain considerations.

Analysis

Staff have reviewed information regarding permissions for microbreweries in other municipalities and are recommending that the City grant as-of-right permissions through the Zoning By-law to allow these uses accessory to a restaurant in the Downtown Commercial New Liskeard (C1), Downtown Commercial Haileybury (C1A), and Highway





Commercial (C2) Zones. Additional provisions would include permitting a maximum of 45% of the gross floor area of the facility to be devoted to the microbrwery/winery/distillery use, up to a maximum of 200m² in the C1 and C1A Zone, and 350m² in the C2 Zone. Any floor area devoted to retail sales or tasting area would not be considered part of the microbrewery floor area as these uses are more in line with traditional commercial uses. The definition of "microbrewery/winery/distillery" currently included in the Zoning By-law is also proposed to be changed as the existing definition contains specific language referencing the provisions specific the use locating in the General Industrial (M1) Zone.

The public meeting was held on September 17, 2019. Two members of the public made oral submissions at the public meeting and no written comments have been received.

The planning report attached as Appendix 01 provides information regarding the application within the policy framework.

It is the opinion of the undersigned that the proposed Zoning By-law Amendment is consistent with the Provincial Policy Statement (2014), does not conflict with the Northern Ontario Growth Plan, complies with the City of Temiskaming Shores Official Plan, and represents good planning. It is recommended that Council adopt the proposed Zoning By-law amendment.

Financial / Staffing Implications This item has been approved in the current budget: Yes □ No □ N/A ☑ This item is within the approved budget amount: Yes □ No □ N/A ☑ Staffing implications related to this matter are limited to normal administrative functions and duties. Alternatives

No alternatives were considered.

Submission

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
Jennifer Pye, MCIP, RPP Planner	Shelly Zubyck Director of Corporate Services	Christopher W. Oslund City Manager

Corporate Services Page 2



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Planning Report

Zoning By-law Amendment Application: ZBA-2019-05

Applicant: The Corporation of the City of Temiskaming Shores

September 24, 2019

Subject Land

Comprehensive amendment to the Downtown Commercial New Liskeard (C1), Downtown Commercial Haileybury (C1A), and Highway Commercial (C2) Zones, as well as the definition of "microbrewery/winery/distillery" as prescribed in the City of Temiskaming Shores Zoning By-law 2017-154, as amended.

Background and Purpose of the Application

The craft beer industry and microbreweries have been increasing in popularity in recent years. While the brewing industry itself is not new, the scale of these smaller operations is not generally in keeping with the nature of the traditional mainstream brewing conglomerates. Microbreweries tend to be rooted within their communities and operate at a more local/regional level than the larger manufacturers.

During the process of creating the City of Temiskaming Shores Zoning By-law the siting and as-of-right permissions for microbreweries was discussed. At that point it was determined that given the primarily industrial nature of the brewery use and processes that an industrial location would be most appropriate, and microbreweries/wineries/distilleries were permitted as-of-right in the General Industrial (M1) Zone only, with a clause limiting the retail/tasting area space to 35% of the gross floor area of the facility. It was also discussed that a brewery could seek approval to establish and operate in a commercial zone, but a Zoning By-law amendment would be the appropriate mechanism to ensure the commercial use remained the primary component of the establishment.

Upon further review of more recent examples of microbreweries, it has become clear that in order to support and promote the establishment of these types of businesses in the City, more flexibility is required for location considerations. Staff have determined that the concerns regarding the scale and primary use of the facility can be addressed through the "Notes to Permitted Uses" and "Additional Zone Requirements" sections of the Zoning By-law.

The proposed amendment would permit "microbreweries/wineries/distilleries" as accessory uses to restaurants in the Downtown Commercial New Liskeard (C1), Downtown Commercial Haileybury (C1A), and Highway Commercial (C2) Zones. The amendment would limit the microbrewery/winery/distillery use to 45% of the gross floor area of the facility up to a maximum area of $200m^2$ (2,152 square feet) in the C1 and C1A Zones, and $350m^2$ (3,767 square feet) In the C2 Zone. It is also proposed that for the purposes of the as-of-right permissions as proposed through this amendment that any tasting facilities and retail sales of associated items are not included as part of the microbrewery/winery/distillery use for the purposes of calculating the area of the use within the overall facility.

The proposed amendment would also make a small change to the definition of "microbrewery/winery/distillery" to remove a provision that was related strictly to industrial location. The current definition is as follows:

A building used for the making of beer or wine or spirits on a small scale, and includes tank and barrel storage, bottling facilities. It may include tasting and dining facilities and the retail sale of related items, which comprise a maximum of thirty-five percent (35%) of the total floor area of the facility.

The proposed amendment would remove the last sentence of the definition in order to ensure the as-of-right permission and limitations as proposed through this amendment still allow the use to fall under this definition.

Note that the term "microbrewery" is used throughout this report and is meant as a short-form to the Zoning Bylaw defined term of "microbrewery/winery/distillery."

Statutory Public Notice

The complete application was received on August 27, 2019. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on August 28, 2019 and was sent to public agencies in accordance with the statutory notice requirements of the Planning Act. Notice was not mailed to property owners whose

properties fall within the proposed Zones to be amended as comprehensive amendments include a significant number of properties and posting in the Temiskaming Speaker fulfills the legislative notice requirement under the Planning Act.

The public hearing was held on September 17, 2019. Two members of the public made oral submissions at the hearing. No written comments have been received as of the date of this report.

Site Analysis

The proposed amendment applies to all properties zoned C1, C1A, and C2 in the City of Temiskaming Shores Zoning By-law. As this amendment does not apply to any one specific property and properties with these zoning categories are located across the City, only general details can be provided in this section.

a) Servicing

In general, properties that are zoned C1, C1A, and C2 are located in areas that are already serviced with municipal water and sanitary sewer, or are serviceable. Any proposed development on properties that are not within the City's service catchment area would require approval from the Timiskaming Health Unit for the installation of a septic system, and through the site plan control process the City could require submission of a geotechnical report to determine sufficient quantity/quality of water and to ensure no negative impacts would be realized to other wells on the same aquifer. Additionally, approval of a Permit to Take Water from the Ministry of Environment, Conservation and Parks would be required for any water usage exceeding 50,000L per day.

b) Access

Most properties in the urban areas of the City front on either a municipally-owned and year-round maintained road or on a Provincial Highway. Section 4.23 of the Zoning By-law requires a property to have frontage on a maintained public road in order to obtain a building permit. For properties with access to a municipal road an entrance permit would be required for any new or altered entrances. Properties with frontage on or in proximity to a Provincial Highway would require approval from MTO for any entrances, signage, or development, and studies may be required including stormwater management, illumination, and traffic impacts.

c) Existing Land Use

Due to the large number of properties in these Zone categories, and the fact that these properties are spread across the City it is not feasible to evaluate the existing land uses of the specific properties.

Planning Analysis

Provincial Policy Statement (2014)

The following policies of the 2014 Provincial Policy Statement are relevant to this application:

- 1.0 Building Strong Healthy Communities
- 1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns
 - 1.1.1 Healthy, liveable and safe communities are sustained by:
 - a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
 - accommodating an appropriate range and mix of residential (including second units, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;
 - avoiding development and land use patterns which may cause environmental or public health and safety concerns;

e) promoting cost-effective development patterns and standards to minimize land consumption and servicing costs

1.1.3 Settlement Areas

The vitality of settlement areas is critical to the long-term economic prosperity of our communities. Development pressures and land use change will vary across Ontario. It is in the interest of all communities to use land and resources wisely, to promote efficient development patterns, protect resources, promote green spaces, ensure effective use of infrastructure and public service facilities and minimize unnecessary public expenditures.

- 1.1.3.1 Settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.
- 1.1.3.2 Land use patterns within settlement areas shall be based on:
 - a) densities and a mix of land uses which:
 - 1. efficiently use land and resources;
 - 2. are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion:
 - 3. minimize negative impacts to air quality and climate change, and promote energy efficiency;
 - 4. support active transportation;
 - 5. are transit-supportive, where transit is planned, exists or may be developed;
 - 6. are freight supportive; and
 - b) a range of uses and opportunities for intensification and redevelopment in accordance with the criteria in policy 1.1.3.3, where this can be accommodated.

Properties that are zoned C1, C1A, and C2 are located within the City's Settlement Area Boundary. These properties are generally located on existing roadways and within the catchment area for municipal services. Permitting microbreweries in commercial areas supports a mix of land uses and could encourage the reuse of existing vacant buildings and properties in commercial areas.

Properties that are zoned C1 and C1A are restricted to the New Liskeard and Haileybury downtown areas respectively, which are primarily made up of a mix of commercial, service commercial, and residential uses in close proximity. Properties that are zoned C2 are spread throughout the City and are generally located in nodes or concentrations of similarly-zoned properties with mostly commercial and service commercial uses. In some circumstances these nodes include limited residential or other uses, or may be adjacent to residential or other uses or neighbourhoods.

- 1.6 Infrastructure and Public Service Facilities
 - 1.6.6 Sewage, Water and Stormwater
 - 1.6.6.2 Municipal sewage services and municipal water services are the preferred form of servicing for settlement areas. Intensification and redevelopment within settlement areas on existing municipal sewage services and municipal water services should be promoted, wherever feasible.
 - 1.6.6.4 Where municipal sewage services and municipal water services or private communal sewage services and private communal water services are not provided, individual onsite sewage services and individual onsite water services may be used provided that site conditions are suitable for the long-term provision of such services with no negative impacts. In settlement areas, these services may only be used for infilling and minor rounding out of existing development.

Properties within the applicable zoning categories generally have access to existing municipal water and sanitary sewer services, or are located within the catchment area for municipal services. The development of this type of use on a property that does not have access to municipal services would require approval for the installation of a septic system from the Timiskaming Health Unit, and potentially a Permit to Take Water from the Ministry of Environment, Conservation and Parks if the amount of water to be used were to exceed 50,000L per day. Additionally, a geotechnical report could be required through the site plan control process to ensure no negative impacts on adjacent properties, specifically due to the amount of groundwater that would be required to support the facility.

1.7 Long-Term Economic Prosperity

- 1.7.1 Long-term economic prosperity should be supported by:
 - a) promoting opportunities for economic development and community investment-readiness:
 - b) optimizing the long-term availability and use of land, resources, infrastructure, electricity generation facilities and transmission and distribution systems, and public service facilities;
 - c) maintaining and, where possible, enhancing the vitality and viability of downtowns and main streets.

Allowing microbreweries in commercial areas, particularly in the Downtown Commercial Zones in Haileybury and New Liskeard, will allow for a new use that may be an attraction for businesses in downtown Haileybury and New Liskeard.

Based on the above information it is my opinion that the proposed amendment demonstrates consistency with the Provincial Policy Statement (2014).

Growth Plan for Northern Ontario

The Growth Plan for Northern Ontario was developed under the Places to Grow Act to ensure greater growth occurs in an economically and environmentally sustainable manner.

A review of the Growth Plan for Northern Ontario confirms the proposal does not conflict with any of the Growth Plan policies.

City of Temiskaming Shores Official Plan

As properties zoned C1, C1A, and C2 are spread throughout the City they may fall under different designations in the Official Plan, however most of these properties will be designated either Town Centres of Mixed Use Areas.

4. Community Development

- 4.7 Mixed Use Areas
 - 4.7.2 Mixed Use Areas may include a mix of industrial, commercial and institutional uses, associated accessory uses and public service facilities and residential uses compatible with a Mixed Use Area.
 - 4.7.3 All uses will be appropriately zoned. All land uses in a Mixed Use Area will be subject to site plan control (see Section 15.15).
 - 4.7.5 Development will be subject to the urban design principles of this Plan (see Section 4.9) and residential uses shall be integrated to avoid or mitigate adverse effects from non-residential land uses through such techniques as:
 - a. Appropriate separation distances:
 - b. Buffering and screening using landscaping, fencing intervening buildings, parking areas and amenity areas;
 - c. Noise attenuation:

- d. Dust and air quality controls;
- e. Designing mixed use areas to be transit, pedestrian and cycling friendly;
- f. Designing mixed use areas to retain and enhance features of the natural environment wherever feasible.

4.8 Town Centres

- 4.8.2 The intent of the Plan is to strengthen the role of New Liskeard's Town Centre as key to the economic health of Temiskaming Shores through the following policies:
 - a. New Liskeard's town centre will be sustained as the City's primary commercial area, characterized as an area of mixed-use development dominated by a full range of retail, service commercial uses, financial, professional and personal service uses and upper storey commercial and residential uses. Large format retail stores will be strongly encouraged to locate in the town centre.
 - d. Haileybury's town centre will be developed as a local commercial centre where the scope of land uses will include retail, personal and service commercial uses, residential and public service uses. Residential uses will include standalone and upper storey dwellings.
- 4.8.5 Adaptive re-use of buildings will be encouraged. New street level residential uses will be prohibited on Whitewood Avenue and Armstrong Street between the Post Office and the bridge.
- 4.8.7 Redevelopment and expansions to existing developed lands will be encouraged subject to available servicing, access and an adequate lot size for the intended use.

The scope of permitted uses in both the Mixed Use Areas designation and the Town Centres designation encompasses microbreweries as a permitted accessory use to an appropriate main use. Accessory uses are those uses that are complimentary to and supportive of the main use. A microbrewery would be considered an appropriate accessory use for a restaurant, and the microbrewery could serve as a customer attractant for the restaurant, and vice versa.

5. Infrastructure and Public Service Facilities

- 5.4 Water, Wastewater and Stormwater
 - 5.4.1 The systems for water distribution and treatment, wastewater collection and treatment, and stormwater collection and treatment and release will be designed, built and operated in a manner which protects public health and safety, minimizes negative impacts on the natural environment, meets the requirements of the approval authority and meets current and projected needs to support development in accordance with the Community Development policies of this Plan (see Section 3).
 - 5.4.2 All development applications will be evaluated to determine whether the City water, wastewater and storm water services adequate servicing to support the proposed development (see also Wellhead and Intake Protection Zones). Proponents will be required to undertake an assessment of the reserve capacity for municipal sewage and water services as part of the evaluation. Development will not be approved where the servicing capacity is insufficient.
 - 5.4.3 Where possible, development within the Lagoon/Wastewater Catchment Areas and Water Distribution limits of the Settlement Areas will be serviced by municipal sewage services, municipal water services and stormwater services. Adjustments may be made to the boundaries of the catchment areas in accordance with the phasing of development and the planned extension of services. Adjustments to the boundaries will not require an amendment to this Plan.

In general, properties that would be impacted by this amendment are located in areas that are serviced with

existing municipal water and sanitary sewer services. The conversion of an existing building to include a microbrewery would require a building permit and adequate servicing could be confirmed at that time. New development that would include a microbrewery would be reviewed at the site plan control stage to ensure the availability of adequate services and to ensure that the service lines extended to the building are appropriately sized.

Any properties that are not located within the catchment area for municipal water and sanitary sewer would require approval of a septic system from the Timiskaming Health Unit. Through the site plan control process the City could require confirmation of an available and adequate water source, including the submission of a geotechnical study to ensure the water usage for the facility would not negatively impact other wells connected to the aquifer.

5.6 Transportation

5.6.1 Provincial Highways

- b. In addition to all the applicable municipal requirements, all proposed development located within the Ministry of Transportation permit control area will be subject to the Ministry of Transportation (MTO) approval under the Public Transportation and Highway Improvement Act.
- d. Access to provincial highways is restricted and development shall only be permitted where the applicable approvals/permits have been obtained. This may include a traffic and drainage study. An illumination study may be required for a retail facility.

5.6.2 City Roads

- c. Local roads function within neighbourhoods and distribute traffic from the arterial and collector system to individual properties, typically over short distances.
- d. The City will control access, parking, truck routes and traffic signalization as measures to ensure efficient movement of traffic, transit and pedestrians and cyclists. Traffic management studies may be required for development to assess traffic impacts and needed improvements (e.g. road widening, taper lanes, intersection improvements, traffic calming, signalization, crosswalks, and noise/vibration).

The establishment of a microbrewery on a property adjacent to a Provincial highway may require further review and approval from MTO. If a new development is proposed adjacent to an MTO-controlled highway then MTO review will be coordinated through the site plan control process, which may require further studies including traffic impacts, stormwater management, and lighting. Additionally, MTO building and land use permits, and entrance permits may be required. MTO requirements will be determined through preconsultation on specific proposals as they are brought forward.

Based on the above information it is my opinion that the proposed amendment demonstrates consistency with the City of Temiskaming Shores Official Plan.

City of Temiskaming Shores Zoning By-law

The proposed amendment seeks to add "microbrewery/winery/distillery" as a permitted accessory use to a restaurant in the Downtown Commercial New Liskeard (C1), Downtown Commercial Haileybury (C1A), and Highway Commercial (C2) Zones. "Microbrewery/winery/distillery" is a defined term in the Zoning By-law but was only listed as a permitted use in the General Industrial (M1) zone, as it was anticipated that the establishments would be mainly industrial in nature and in order to permit them in commercial zones a commercial use would need to be the main component of the operation.

It is not proposed that new parking requirements be included for the microbrewery accessory use provision as proposed through this amendment. The C1 and C1A zones are subject to an exemption from the requirement to provide on-site parking spaces for commercial uses where public on-street and/or off-street parking is available,

while properties in the C2 zone would be required to provide on-site parking for. For a restaurant, the Zoning By-law requires 1 parking space for every 5 seats or 3m of bench space of the maximum seating capacity where there are fixed seats, and 1 space for each $10m^2$ of floor area devoted to the public use where there are no fixed seats. Parking for any retail space component would be required in addition to the restaurant requirements, at the rate of 1 space per $20m^2$ of gross floor area of commercial space accessible to the public.

Upon further review it has become apparent that the concerns surrounding locating microbreweries in commercial zones can be addressed through specific provisions in the "Notes to Permitted Uses" and "Additional Zone Requirements" sections of the Zoning By-law.

Comments Received from the Agency Circulation and Public Notification Process

The application was circulated to municipal departments, agencies, and the public. The following comments were received:

Director of Public Works

- The subject lands may be located within the City of Temiskaming Shores in areas identified as Downtown Commercial (C1 & C1A) or Highway Commercial (C2) in the Zoning By-law.
- ✓ These properties, for the most part, will be serviced with municipal water and sanitary sewer services and depending on the size of the facility will have varying levels of demand on these services.
- ✓ Water taking for the purpose of a micro brewery, winery or distillery may be connected to the municipal source with the installation of a water measuring (meter) device as well as a back-flow prevention device.
- ✓ Connection to the municipal sanitary sewer system shall also be permitted in accordance with By-law 2012-032 – Section 3.5 – Discharge or Deposit into a Sanitary Sewer and Section 6 – Effluent Sampling / Discharge Self-monitoring to ensure that there will be no negative effects on the Municipal Sanitary Sewer system.
- ✓ The Public Works Department has no objections to this application.

Chief Building Official – The Building Department has no objections to the proposed amendment. However there will be significant considerations on each project due to OBC requirements.

The following comments were received from the City's Building Department consultant:

The way I always look at these facilities is they are defaulted to the appendix classifications (F2-Brewery, F1-Distillery) unless they provide a report from a qualified professional engineer to confirm otherwise. For micro-breweries these reports need to articulate the combustible content and combustibility calculations to ensure they are not more than 50kg/m2 or 1200mJ/m2. For micro-distilleries it is not the content or combustibility per area it is if the facility presents a "special fire hazard."

Once the classification is established we also need to ensure the issues of explosion venting, combustible dusts and flammable liquids are dealt with. In part of the report these items should also be dealt with.

Fire Chief - No objections or concerns with this application.

Director of Recreation – I have no concerns in relation to Recreation Services.

Director of Corporate Services – No comments received.

City Manager - I have no concerns.

Clerk - The Clerk's office has no objections to ZBA-2019-05.

Economic Development and Funding Application Coordinator – No comments received.

Tax Collector / Treasurer - No issues with this application.

Public Comments

 Warren Schaffer, 78 Meridian Avenue – Mr. Schaffer attended the public meeting and noted that one of the negative impacts from a brewery would be smell, and asked if and how smell can be measured.

Planning Department response: The proposal would allow microbreweries as-of-right provided they meet the area and size thresholds. Proposals for these uses that exceed the thresholds would require further amendment to the Zoning By-law and at that time the impact of the proposal could be assessed, generally through the proponent completing a Land Use Compatibility (LUC) Study in accordance with the Ministry of Environment and Climate Change's D-6 Guidelines. To determine impact on adjacent uses, the LUC study would consider noise, dust, and odour produced by the facility based on their proposed operations.

Norm Campbell, 61 Paget Street – Mr. Campbell attended the public meeting and asked how the City would
determine if an operation is "small-scale," and whether it would be solely based on square footage or if
production volumes would be considered.

Planning Department response: The proposal only includes the floor area component for limiting microbreweries to "small-scale." Using production volumes as a measurement of scale would be difficult for the Planning and By-law Enforcement departments to verify once the facility becomes operational. Additionally, it is felt that the maximum ratios and floor areas proposed through the amendment will limit production volumes due to the size of the equipment required to support such an operation. It was noted that if Council would prefer staff to review production volumes then appropriate direction could be provided.

Recommendation

Based on the information presented in this report, in my opinion, the proposed Zoning By-law amendment is consistent with the Provincial Policy Statement (2014); does not conflict with the Northern Ontario Growth Plan; complies with the City of Temiskaming Shores Official Plan; and represents good planning.

It is therefore recommended that Council approve the Zoning By-law Amendment application.

Respectfully submitted,	
Jennifer Pye, MCIP, RPP Planner	



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

Application for Zoning By-law Amendment Under Section 34 of the Planning Act

Fee for Application to Amend the Zoning By-law: \$750 + \$100 advertising fee + 13% HST = \$960.50

Please read before completing this application

This application reflects the mandatory information that is prescribed in the Schedules to Ontario Regulation 545/06 made under the Planning Act, RSO, 1990, as amended, as well as information required by the City of Temiskaming Shores to assist in the assessment of the proposal.

In addition to completing this form, the Applicant is required to submit the fee, a detailed site plan and any additional information or studies that may be necessary to assess the proposal.

Failure to submit the required information will delay the consideration of this Application. An application which is not considered complete under the Planning Act is not subject to the timelines of the Act.

Applicants are encouraged to consult with the Municipality prior to completing the application.

OFFICE USE ONLY	
File No.: 2BA - 2019 - 05	22
Date Received: August 87, 8019	_
Roll No.: 5418-	_

1.	Ov	vner Information
	Na	me of Owner: Comprehensive amendment to the City of Temiskaming Shores Zoning By-law
	Ma	ailing Address:
	Em	nail Address: Phone:
		more than one registered owner, please provide information below (attach separate sheet if necessary):
		me of Owner:
	Ma	ailing Address:
	Em	nail Address: Phone:
2.	Na	plicant/Agent Information (if applicant is not the owner or applicant is an agent acting on behalf of the owner): me of Agent; Corporation of the City of Temiskaming Shores attn: Jennifer Pye
		eil Address: PO Box 2050, Haileybury ON, P0J 1K0
	Em	ail Address: jpye@temiskamingshores.ca Phone: 705-672-3363 ext. 4105
3.		ase specify to whom all communications should be sent: Owner Applicant/Agent
4.	Pro	pperty Information
	a.	Location of the subject land:
		☑ Dymond ☑ New Liskeard ☑ Haileybury
		Municipal Address
		Comprehensive amendment to the City of Temiskaming Shores Zoning By-law
		Legal Description (concession and lot numbers, reference plan and lot/part numbers)
		Comprehensive amendment to the City of Temiskaming Shores Zoning By-law
	b.	Date the subject land was acquired by the current owner: NA
	c.	Names and addresses of the holders of any mortgages, charges, or other encumbrances of the subject land:
		NA
	d.	Are there any easements or restrictive covenants affecting the subject land?
		Yes No NA
		If yes, describe the easement or covenant and its effect:

e.	Lot Area: Water Frontage:			Road Frontage:Lot Depth:			
			Roa				
f.	Residential Commercial Institutional NA Agricultural Mixed Use (specify): Other (specify):		all that apply): mercial ultural	oly): Industrial Vacant			
ъ.			1920				
h.	Are there any buildings	or structures exis	ting on the subjec	t land?			
	Yes No						
	If yes, complete the tab	le below (attach a	a separate sheet if	necessary):			
		Building 1	Building 2	Building 3	Building 4	Building 5	
	Type or use of building	- 114					
	Height of building (m)	NA					
	Setback from front lot line (m)						
	Setback from rear lot line (m)		-				
	Setback from side lot line one side (m)			-			
	Setback from side lot line other side (m)						
	Setback from shoreline (m)						
	Dimensions (m) or floor area (m²)						
	Date constructed	_	_				
	Is building to remain or be removed?	<u></u>					
i.	Has the subject land eve	er been used for o	ommercial or indi	strial purnoses?			
	Yes No N	Δ		and parpoods			
	If yes, has a Record of Si	te Condition ever	been completed	in accordance with	Ontario Regulatio	n 153/042	
	Yes No		_ za sampleted	weed with	Cittorio vekniatio	ir 499/94 (

Are any of the following uses or features on the subject land or within 500m (unless otherwise specified)?				
Use or Feature		On the subject land	Within 500 metres of subject lan (indicate approximate distance	
An agricultural operation including livestock	or stockyard			
A landfill				
A sewage treatment plant or waste stabilizat	tion plant			
A provincially significant wetland (Class 1, 2 owetland)				
A provincially significant wetland within 120 the subject land	etres of			
A waterbody, watercourse, river, or stream				
A rehabilitated mine site				
A non-operating mine site within 1 kilometre subject land	of the			
An active mine sire, gravel pit or quarry				
An industrial or commercial use (specify)				
An active railway line				
Utility corridor(s)				
·	<u></u>	NA		

5.

C.	Current Zoning: Downtown Commercial New Liskeard (C1), Downtown Commercial Halleybury (C1A), riighway Commercial (C2)
d.	Nature and extent of the rezoning being requested:
	The purpose of the amendment is to add "micro brewery/winery/distillery" as a permitted accessory use to a restaurant in the C1, C1A, and C2 zones. The proposed amendment would allow a maximum of 45% of the gross floor area of the facility to be dedicated to the micro brewery/winery/distillery use up to a maximum of 200sq.m in the C1 and C1A zones, and to a maximum of 45% of the gross floor area of the facility or 350sq.m in the C2 zone. The proposed amendment would also exclude tasting/retail areas from the micro brewery/winery/distillery use for the purposes of the area calculation. Additionally, the amendment proposes to change the current definition of micro brewery/winery/distillery to the following: a building or portion thereof used for the making of beer or wine or spirits on a small scale, and includes tank and barrel storage and bottling facilities.
e.	Reason why rezoning is being requested:
	Small-scale brewery operations are becoming more prevalent and these types of operations may be well-suited to existing commercial areas provided they are accessory to an appropriate commercial use like a restaurant. The amendment allows the City to accommodate these businesses as-of-right in appropriate locations while still being able to limit larger operations to more industrial areas as may be necessary.
f.	Is the subject land within an area where the municipality has predetermined the minimum and maximum
	density requirements or the minimum and maximum height requirements?
	Yes No
	If yes, provide a statement of these requirements:
g.	Is the subject land within an area where zoning with conditions may apply?
	☐ Yes No
	If yes, explain how the application conforms to the Official Policies related to zoning with conditions:
h.	Does the application propose to change the boundary of a settlement area or establish a new area of settlement?
	Yes No
	If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the alteration
	or establishment of an area of settlement:

Yes No					
If yes, provide details of the		al Plan policies or	Official Plan Amen	dment dealing wi	th the remova
land from an area of emplo	oyment:				70
roposed Use of Property					
Proposed use(s) of the subj	iect land (check	call that apply):			
Residential	Comm	* * * * * * * * * * * * * * * * * * * *	☐ Industrial		
☐ Institutional NA	_		☐ Vacant		
Mixed Use (specify):					
Other (specify):			<u> </u>	_	
Are any buildings proposed to	to be construct	ed on the proper	ty?		
			14		
Yes No			14	Building 4	Building !
Yes No	elow (attach a s	eparate sheet if n	ecessary):	Building 4	Building
Yes No If yes, complete the table be Type or use of	elow (attach a s	eparate sheet if n	ecessary):	Building 4	Building
Yes No If yes, complete the table be Type or use of building Height of building	elow (attach a s	eparate sheet if n	ecessary):	Building 4	Building
Type or use of building Height of building (m) Setback from front	elow (attach a s Building 1	eparate sheet if n	ecessary):	Building 4	Building
Type or use of building (m) Setback from front lot line (m) Setback from rear lot	elow (attach a s Building 1	eparate sheet if n	ecessary):	Building 4	Building
Type or use of building Height of building (m) Setback from front lot line (m) Setback from rear lot line (m) Setback from side lot	elow (attach a s Building 1	eparate sheet if n	ecessary):	Building 4	Building
Type or use of building Height of building (m) Setback from front lot line (m) Setback from rear lot line (m) Setback from side lot line one side (m) Setback from side lot	elow (attach a s Building 1	eparate sheet if n	ecessary):	Building 4	Building !

7.	Ac	ccess and Servicing	
	a.	. What type of access is proposed for the subject land?	
		Provincial Highway	Private Road
		Municipal Road, maintained all year NA	Right-of-Way
		Municipal Road, maintained seasonally	☐ Water Access
		Other (specify):	
		i. If access to the subject land will be by water only, des	cribe the docking and parking facilities to be used and
		bject land and the nearest public road:	
	b.	. What type of water supply is proposed for the subject land	42
		Publicly owned and operated piped water supply (City	
		Privately owned and operated individual well	watery
		Privately owned and operated communal well	
		Lake or other water body	
		☐ Water service not proposed	
		Other (specify):	
	c.		
		Publicly owned and operated sanitary sewage system (
		Privately owned and operated individual septic system	
		Privately owned and operated communal septic system	n
		Privy	
		Sewage disposal service not proposed	
		ther (specify):	
		i. If the proposed amendment would permit developme	ent on a privately owned and operated individual or
		communal septic system, and more than 4,500 litres of	
		development being completed, a servicing options i	
		qualified professional are required to be submitted:	, , , , , , , , , , , , , , , , , , , ,
		☐ Title and date of servicing options report:	
		Title and date of hydrogeological report:	

	a. what type of storm or	ainage is proj	pose	d for the subject land?	
	Storm sewer				
	Ditches	A			
	Swales	1			
	ther (specify):				
_					
8.	Previous Applications				
					under the Planning Act (if the answer
	to any of the following is ye	es, please pro	ylde	the file number and status of the a	application if known);
	Unknown		۸.		
	Official Plan Amendment	Yes 7	No	File No.:	Status:
	Zoning By-law Amendment	Yes [Status:
	Minor Variance				Status:
	Plan of Subdivision		_		Status:
	Consent				Status:
	Site Plan Control				Status:
	Minister's Zoning Order	Yes [No	File No.:	Status:
9.	Concurrent Applications				
•		v the subject	of a	ay of the following applications and	er the Planning Act (if the answer to
				e file number and status of the app	
					·
					Status:
					Status:
	Minor Variance				Status:
	Plan of Subdivision				Status:
	Consent				Status:
	Site Plan Control	Yes	No	File No.:	Status:
10.	Provincial Policies				
	a. Is the proposed zoning	by-law amen	dme	nt consistent with the policy staten	nents issued under subsection 3(1) of
	the Planning Act?				
	🛛 Yes 🔲 No				

	i.	If yes, explain how the zoning by-law amendment is consistent with the policy statements issued under
		subsection 3(1) of the Planning Act:
		Commercial zones are generally located within the settlement area for the City in either mixed residential/commercial areas or more separated highway commercial areas. The limited ratio and floor area provisions will ensure larger scale facilities more suited to industrial locations will not be able to establish/operate in the predominantly commercial areas where incompatibilities may arise. Commercial zones are generally located in mostly developed areas where municipal water and sanitary sewer services are available.
b.	ls 1	the subject land within an area of land designated under any provincial plan or plans?
] Yes □ No
	į,	If yes, explain how the zoning by-law amendment conforms or does not conflict with the provincial plan or
		plans:
		The applicable provincial plan is the Growth Plan for Northern Ontario (2011). This plan generally encourages economic growth and investment in the designated area. Permitting micro breweries/wineries/distilleries to establish and operate accessory to restaurant operations in commercial areas will assist with business diversification and provide as-of-right permissions for a relatively new and in-demand product/industry in Northern Ontario.
11. Pu	blic	Consultation Strategy
_		
De	tall	the proposed strategy for consulting with the public with respect to the application:
		the proposed strategy for consulting with the public with respect to the application: flow Planning Act requirements
	Fol	the proposed strategy for consulting with the public with respect to the application: flow Planning Act requirements her (please specify):
12. Adden ma pre	Oth Oth ditio	low Planning Act requirements
12. Adden ma pre	Oth Oth ditio	her (please specify): conal Studies or Information conal studies or information may be required by the Municipality to support the application. The application of be considered a complete application unless these studies have been completed. Applicants are advised to insult with the Municipality to determine what additional studies or information is required.
12. Adden ma pre	ditio	her (please specify): conal Studies or Information conal studies or information may be required by the Municipality to support the application. The application of be considered a complete application unless these studies have been completed. Applicants are advised to insult with the Municipality to determine what additional studies or information is required. additional studies or information required by the Municipality (to be provided by the Municipality):
12. Adden ma pre	ditio	her (please specify): conal Studies or Information conal studies or information may be required by the Municipality to support the application. The application of the considered a complete application unless these studies have been completed. Applicants are advised to insult with the Municipality to determine what additional studies or information is required. additional studies or information required by the Municipality (to be provided by the Municipality):

13. Sketch

he application shall be accompanied by a site plan showing the following information:	
The boundaries of the subject land;	
The location, size and type of all existing and proposed buildings and structures on the subject land, indicating their distance from the front lot line, rear lot line and side lot lines;	ļ
The approximate location of all natural and artificial features (for example: buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks, et that:	tc.)
Are located on the subject land and on land that is adjacent to the subject land, and	
In the applicant's opinion, may affect the application;	
The current uses of land that is adjacent to the subject land;	
The location, width, and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;	
If access to the subject land will be by water only, the location of the parking and docking facilities to be used;	
The location and nature of any easement affecting the subject land.	

	owner that the applicant is authori	ed 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
		to make this application on
		of my/our personal information that will be included in this application or
	collected during the processing of t	e application.
	Date:	Owner's Signature:
	Date:	Owner's Signature:
15.	L5. 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 t	ne assessment of the application.
	Applicant Initial Applica	t Initial
16.	.6. Notice re: Use and Disclosure of Pe	sonal Information
	In accordance with the Planning Ac	and the Municipal Freedom of Information and Protection of Privacy Act, I/We
		any information collected on this form and any supplemental information
		can be disclosed to any person or public body.
	P	
	Applicant Initial Applicat	t Initial

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the

Applicant Initial

14. Applicant/Agent Authorization

17. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- √This declaration must be completed in front of a Commissioner for Taking Affidavits.

ı, Jennifer Pye	of the City of Temiskaming S	Shores
in the District	of <u>Timiskaming</u>	make oath and say
(or solemnly declare) that the information of	ontained in this application is true and	that the information contained in
the documents that accompany this applica	tion is true and I make this solemn dec	claration conscientiously knowing
that it is of the same force and effect as if ma	ade under oath and by virtue of the Car	nada Evidence Act.
Sworn (or declared) before me		
at the City of Terniskaming	Shores	
in the District of Timiska		
this 27th day of August	20_19	
J		
		_
Olar ailes De va		
Signature of Abolicant	A Commissioner for To	sking Affidavite
Signature of Applicant	A Commissioner for Ta	iking Affidavits

David Treen, a Commissioner, etc., While Clerk of the City of Temiskaming Shores.



Application for Zoning By-law Amendment

Notice of Complete Application And Notice of Statutory Public Hearing

Under Section 34 of the Planning Act, R.S.O. 1990 c.P.13

The City of Temiskaming Shores has received the following application to amend the City of Temiskaming Shores Zoning By-law:

File #: ZBA-2019-05

Applicant: The Corporation of the City of Temiskaming Shores

A public hearing will be held to consider the Zoning By-law Amendment application:

Date: Tuesday, September 17, 2019

Time: 6:00 p.m.

<u>Place:</u> Council Chambers at City Hall, 325 Farr Drive, Haileybury

The purpose of the application is to amend the list of permitted uses in the Downtown Commercial New Liskeard (C1), Downtown Commercial Haileybury (C1A) and Highway Commercial (C2) Zones to add Micro Brewery/Winery/Distillery as a permitted use accessory to a restaurant on properties in these zones. The definition of micro brewery/winery/distillery would also be amended in order to align with the proposed amendment. The amendment would include a maximum ratio related to the gross floor area of the facility, and maximum size requirements for these uses in the stipulated zones. The amendment would affect all properties zoned C1, C1A, and C2, including special exception zones under these categories, within the City of Temiskaming Shores. The amendment would not change the existing micro brewery/winery/distillery permissions in the General Industrial (M1) zone.

A key map has not been provided as the application applies to all land within the City of Temiskaming Shores in the above-noted zones.

Any person may attend the public meeting and/or make written or verbal presentation to express support of, or opposition to, this application. If you are aware of any person who may be affected by this application, who has not received a copy of this notice, it would be appreciated if you would inform them of the application.

Written comments on this application may be forwarded to the City prior to the hearing.

If you are receiving this notice as the owner of a multi-unit residential building, please post this notice in a location that is visible to all of the residents.

If you wish to be notified of the decision of the City of Temiskaming Shores on the proposed Zoning By-law Amendment, you must make a written request to the City of Temiskaming Shores at the address below.

If a person or public body would otherwise have an ability to appeal the decision of the Council of the City of Temiskaming Shores to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the City of Temiskaming Shores before the bylaw is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Temiskaming Shores before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Additional information pertaining to the application is available for review between 8:30 a.m. and 4:30 p.m. at City Hall, or by contacting the undersigned.

Dated this 28th day of August, 2019.

Jennifer Pye, MCIP, RPP Planner City of Temiskaming Shores 325 Farr Drive PO Box 2050 Haileybury, ON P0J 1K0 Tel: 705-672-3363 ext. 4105 jpye@temiskamingshores.ca

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

Being a by-law to enact a Zoning by-law Amendment to amend certain provisions of the City of Temiskaming Shores Zoning By-law 2017-154 Micro brewery/winery/distillery in Commercial Zones

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 2017-154 regulates the use of land and the use and erection of buildings and structures within the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-056-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 to include micro brewer/winery/distillery as a permitted use in certain Commercial zones for consideration at the October 1, 2019 Regular Council meeting;

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

1. Text Changes

- a) Section 3.103, the definition of micro brewery/winery/distillery, is deleted in its entirety and the following substituted: "Micro brewery/winery/distillery: a building or portion thereof used for the making of beer or wine or spirits on a small scale, and includes tank and barrel storage and bottling facilities."
- b) Table 7.2 is amended to add as a permitted accessory use, in the C1 Zone, "micro brewery/winery/distillery," subject to note (*4) of Section 7.3.1.
- c) Table 7.2 is amended to add as a permitted accessory use, in the C1A Zone, "micro brewery/winery/distillery," subject to note (*4) of Section 7.3.1.
- d) Table 7.2 is amended to add as a permitted accessory use, in the C2 Zone, "micro brewery/winery/distillery," subject to note (*5) of Section 7.3.1.
- e) Section 7.3.1 is amended to add "(*4) A micro brewery/winery/distillery is permitted accessory to a restaurant, provided that the maximum floor area devoted to the micro brewery/winery/distillery use shall not exceed 35% of the gross floor area of the facility, or 200m², whichever is the lesser. Tasting facilities and retail sales of related items shall not be included as part of the micro brewery/winery/distillery use for the purposes of the area calculation."
- f) Section 7.3.1 is amended to add "(*5) A micro brewery/winery/distillery is permitted accessory to a restaurant, provided that the maximum floor area devoted to the micro brewery/winery/distillery use shall not exceed 35% of the gross floor area of the facility, or 350m², whichever is the lesser. Tasting facilities

and retail sales of related items shall not be included as part of the micro brewery/winery/distillery use for the purposes of the area calculation."

- 2. That all other provisions of By-law No. 2017-154 shall continue to apply.
- 3. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
- 4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 1st day of October, 2019.

∕layor – Carman Kidd	



Subject: Award – Repairs to the Highway **Report No.:** CS-057-2019

Farms Municipal Drain Agenda Date: October 1, 2019

Attachments

Appendix 01: RFP Opening Results

Appendix 02: Repair Costs

Recommendations

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-057-2019; and
- 2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for repair of the Highway Farms Municipal Drain, as detailed in Request for Tender CS-Tender-001-2019 at an upset amount of \$42,420 plus applicable taxes for consideration at the October 1, 2019 Regular Council meeting.

Background

The *Drainage Act* provides the legislative vehicle for the construction and management of the communal drainage systems (Municipal Drains) in rural Ontario. The local municipality is responsible for the management (construction, maintenance, repair) of the drainage systems located within their municipal boundaries and the cost of work is assessed to the landowners in the watershed/catchment area of the drain.

The Highway Farms Municipal Drain was constructed in 1978 and commences at the back of the properties located along Maille Drive just off of Highway 11 and traverses westerly along agricultural lands and outlets in the Wabi River.

In the spring of 2019 our Drainage Superintendent, Ed Gorecki, as part of the annual inspection program discovered that approximately 51 m of the drainage piping had blown apart and washed out the cover material over the pipe. A large portion of the piping damaged was concrete which was shattered into pieces.

The drainage superintendent and municipal staff have worked with the landowner upon which the repairs are required and staff developed a Tender Package which was released with a deadline for submissions of Thursday, September 26, 2019 at 2 p.m.

<u>Analysis</u>

Corporate Services Page 1



There were two (2) submissions received in response to the Request for Tender for repairs to the Highway Farms Municipal Drain. The tenders were reviewed for accuracy and are summarized below:

Contractor	Sub-Total	HST	Total		
James Lathem Exc.	\$64,845.00	\$8,429.85	\$73,274.85		
Pedersen	\$42,420.00	\$5,514.60	\$47,934.00		

Based on the tenders received it is recommended that Council direct staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. at an upset limit of \$42,420.00 plus applicable taxes for repairs to the Highway Farms Municipal Drain.

Financial / Staffing Implications			
This item has been approved in the current budget:	_	No 🗌	N/A 🖂
This item is within the approved budget amount:	Yes 🔛	No 📙	N/A ⊠
In addition to the construct costs, the City's Drainag project supervision. Therefore the total cost of the (Contractor + Supervision).			
Since this is a municipal drain constructed under repairs are covered by those within the catchment a report prepared when the drain was constructed in illustrates the breakdown of costs based on those	rea based 1978. App o within the	on the orig endix 02 – e catchmer	inal engineer's • Repair Costs nt area. Those
amounts may be adjusted based on actual costs upo	on complet	ion of the r	epairs.

That portion to be covered by the City of Temiskaming Shores is estimated at \$975.88.

<u>Alternatives</u>

No alternatives were considered as repairs are required under the *Drainage Act*.

Submission

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

Corporate Services Page 2



CS-Tender-001-2019 Repairs Highway Farms Drain **Document Title:**

Closing Date: Thursday, September 26, 2019 Closing Time: 2:00 p.m.

Corporate Services 2:03 pm Department: Opening Time:

Submission Pricing

Bidder: Jam	es Lathern
Connection upstream:	85000
32 " CSP Piping:	54ee 925.00
Connection outlet:	i 870.∞_
Reshaping:	<u></u>
Contingency:	\$ 5,000.00
Sub-Total:	64 845.
HST:	8 9429.85
Total:	73 274 85

Bidder: Pedersen	
Connection upstream:	480
32" CSP Piping:	32 5∞ ∞
Connection outlet:	3 000.00
Reshaping:	1440.00
Contingency:	\$ 5,000.00
Sub-Total:	42 420.00
HST:	5514.60
Total:	47 934.60

Bidder:	
Connection upstream:	
32 " CSP Piping:	
Connection outlet:	
Reshaping:	
Contingency:	\$ 5,000.00
Sub-Total:	
HST:	
Total:	

Bidder:	
Connection upstream:	
32" CSP Piping:	
Connection outlet:	
Reshaping:	
Contingency:	\$ 5,000.00
Sub-Total:	
HST:	7
Total:	

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

Attendees:

Print Name

Representing T. SHORKS Signature

T. SHURES

PEDERSEN

\$50,000.00

Repair Amount:



Highway Farms Municipal Drain Repair No. 02 (2019) on McLean (000 to 522)

Owners Updated - September 2019

Owners opuated - September	2019	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$32,453.63	\$16,226.82
	Roll	McLean	Side Road	Hwy Farm L	Hwy Farm U				Total		
Owner	Number	000 to 522	522 to 537	537 to 1+136	000 to 670	Branch A	Branch B	Branch C	Cost	2/3 of Cost	1/3 of Cost
Wabicroft Farms	54-18-020-002-166	\$430.66							\$430.66	\$287.11	\$143.55
Grant Capital	54-18-020-002-168	\$13,381.57							\$13,381.57	\$8,921.05	\$4,460.52
Grant Capital	54-18-020-002-169	\$14,157.62							\$14,157.62	\$9,438.42	\$4,719.21
Grant Capital	54-18-020-002-175	\$6,254.09							\$6,254.09	\$4,169.39	\$2,084.70
Grant Capital	54-18-020-002-188	\$7,853.57							\$7,853.57	\$5,235.72	\$2,617.86
Grant Capital	54-18-020-002-187	\$6,602.93							\$6,602.93	\$4,401.95	\$2,200.98
Juliette Cote	54-18-020-002-176	\$37.90							\$37.90	N/A	N/A
Roger Lachapelle	54-18-020-002-177	\$37.90							\$37.90	N/A	N/A
Joel Arsneault	54-18-020-002-178	\$37.90							\$37.90	N/A	N/A
Rene Matteau	54-18-020-002-179	\$37.90							\$37.90	N/A	N/A
Rene Matteau	54-18-020-002-179.01	\$2.58							\$2.58	N/A	N/A
Michel Caron	54-18-020-002-180	\$37.90							\$37.90	N/A	N/A
Dominique Beaubien-Dupuis	54-18-020-002-181	\$37.90							\$37.90	N/A	N/A
Nolan Dombrowski	54-18-020-002-182	\$37.90							\$37.90	N/A	N/A
Barbara McPherson	54-18-020-002-183	\$37.90							\$37.90	N/A	N/A
Francis Aumond	54-18-030-010-183.01	\$24.98							\$24.98	N/A	N/A
Francis Aumond	54-18-030-010-185	\$12.92							\$12.92	N/A	N/A
City of Temiskaming Shores	Road (Conc 5-6)	\$375.54							\$375.54	N/A	N/A
City of Temiskaming Shores	Road (Conc 6-7)	\$600.34							\$600.34	N/A	N/A



Memo

To: Mayor and Council

From: Steve Burnett, Technical and Environmental Compliance Coordinator

Date: October 1, 2019

Subject: Acceptance of Recycling from GFL Environmental Inc.

Attachments: Appendix 01 – Draft Agreement

Mayor and Council:

Compliance Coordinator

At the Regular Council Meeting held on April 16, 2019, Council approved entering into an agreement with Municipal Waste and Recycling Consultants (MWRC) through By-law No. 2019-064 for the acceptance of recyclable material from the Town of Kirkland Lake at the Municipal Spoke Transfer Station on Barr Drive.

Staff have been advised that MWRC has recently been sold to GFL Environmental Inc. GFL is a known company which provides environmental services, including collection and hauling of recyclable material, in Canada and the United States.

As a result of the recent sale, it is recommended that Council direct staff to prepare the necessary by-law to enter into an agreement with GFL Environmental Inc. as well as repeal By-law No. 2019-064.

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 and Environmental	G. Douglas Walsh Director of Public Works	Christopher W. Oslund City Manager

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

Being a by-law to enter into an agreement with GFL Environmental Inc. for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

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

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

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

And whereas Council considered Memo 015-2019-PW at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with GFL Environmental Inc. for the acceptance of recyclable material at the Spoke Transfer station for consideration at the October 1, 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 **GFL Environmental Inc.** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
- 2. That By-law No. 2019-064 is hereby repealed.
- 3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Mayor – Carman Kidd

Clerk - David B. Treen

Read a first, second and third time and finally passed this 1st day of October, 2019.



Schedule "A" to

By-law No. 2019-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

GFL Environmental Inc.

for the acceptance of Recyclable Materials at the Spoke Transfer Site on Barr Drive This Agreement made on the 1st day of October, 2019;

Between:

The Corporation of the City of Temiskaming Shores

(herein referred to as "the City")

And:

BFL Environmental Inc.

(herein referred to as "BFL")

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and BFL, the City hereby grants access to BFL those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the "Facility" for a term commencing on the 1st day of October, 2019.

Section One – Municipal Waste Recycling Consultant's Covenants

The BFL covenants with the City as follows:

- 1. **Processing Fees** to pay the City \$271 per tonne plus HST for the processing of recyclable materials delivered to the Spoke Transfer Site by the City. Such fees to be paid within 30 days of receipt of the invoice from the City.
 - Council for the City of Temiskaming Shores, through resolution, may impose an increase to the processing rate annually. The annual increase, if any, shall be communicated to BFL in writing no later than April 1st.
- 2. **Indemnities –** to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of BFL to be observed or performed;
 - b) damage to the property by the BFL, and persons claiming through the BFL, or damage to other property except where the damage has been caused by the negligence of the City; and
 - injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
- 3. **Compliance** to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

4. **Accepted Materials** – to deposit recyclable materials outlined in Appendix 01, attached hereto.

BFL shall only deliver recyclable materials during normal operating hours, being Monday and Thursday between 8 am and 12 pm (noon) excluding Statutory Holidays. The City reserves the right to modify normal operating hours.

The City reserves the right to refuse any material not outlined in Appendix 01 (i.e. contaminated material) whether unloaded or not. Refused material shall be removed by or at the expense of BFL or the person seeking to dispose of it.

5. **Usage of Facility –** not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two - City's Covenants

The covenants with BFL to allow access, by BFL to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by BFL. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

 Non-Waiver – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by BFL of any covenant, proviso or condition herein contained does not constitute a waiver of the City's rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.

2. **Default provisions –** Whenever:

- a) BFL defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
- b) BFL fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement;

The City has the right to provide written notification of the immediate termination of this agreement.

3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of BFL, addressed as follows:

BFL Environmental Inc. 60 McCulloch Drive Suite 2 Espanola, Ontario P5E 1J1

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- 4. **Amendment –** This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- 5. **Binding Effect** The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- 6. **Captions** The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

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)	Municipal Waste and Recycling Consultants
)))	Owner – Lenny St. Michel
))))	Witness – Signature Name: Title:
Municipal Seal)	Corporation of the City of Temiskaming Shores
)	Mayor – Carman Kidd
)	Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- 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) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); 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.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.





Memo

To: Public Works Committee

From: Douglas Walsh, Director - Public Works

Date: October 1st, 2019

Subject: Grant Drive – Hwy 65E Cost Sharing Agreement

Attachments:

Mayor Kidd and Council:

Further to Administrative Report PW-028-2019 "MTO – City Cost Sharing Agreement", presented to Council on September 3, 2019, outlining the results of a meeting held on August 1, 2019 between City staff and MTO representatives and discussions held on August 22, 2019 at the Public Works Committee meeting, Council directed staff to "respond to the Ministry of Transportation Regional Office, indicating that the City will be proceeding with the release of a Request for Proposal which will include all required work for the design of Grant Drive Extension and the intersection with Highway 65E as recommended in the Paradigm Proposed Extension of Grant Drive Transportation Impact Study dated January 2019."

That message was relayed to MTO staff on September 4th and follow-up discussion on September 18th between City staff and MTO representatives was held.

As discussed at the Public Works Committee meeting held on September 19th, the Ministry has indicated that they would like to continue discussions regarding the cost sharing for the design and construction of the work required to accommodate the left turn lane and right-hand taper at the proposed location of the Grant Drive Extension and Highway 65E intersection and that alternative funding arrangements would be considered.

In the best interest of the City, staff and the Public Works Committee are recommending that discussions be continued with the Ministry in hopes of obtaining a mutually beneficial agreement for the design and construction of the Grant Drive Extension – Highway 65E Intersection. Should such an agreement be reached, the City would request a proposal from the Consultant, assigned by the Ministry, for the design of the Grant Drive Extension, from Wilson Drive to Highway 65E for consideration.

Prepared by:	Reviewed and submitted for Council's consideration by:
'Original signed by"	"Original signed by"
G. Douglas Walsh	Christopher W. Oslund
Director of Public Works	City Manager



City of Temiskaming Shores **Administrative Report**

Subject:	2020 Transit Fare Increase	Report No.:	PW-031-2019
		Agenda Date:	October 1, 2019

<u>Attachments</u>

None.

Recommendation

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledge receipt of Administrative Report No. PW-031-2019; and
- 2. That Council endorses and approves the recommendation of the Temiskaming Transit Committee to increase the Temiskaming Transit Fares by \$0.25 effective January 1, 2020 as follows:

Adult Fare	\$ 3.50
Senior/Student Fare	\$ 3.25
Book of 10 Adult Tickets	\$ 35.00
Book of 10 Senior/Student Tickets	\$ 32.50

Background

On September 18, 2019 the Transit Committee reviewed the financial analysis for the 2020 operating and capital budget and has decided that an increase of \$0.25 per fare would offset some of the increase in our operating costs and offset some of the debt repayment.

The Transit Committee passed a formal resolution recommending that the City of Temiskaming Shores and the Town of Cobalt approve an increase in fares effective January 1, 2020.

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 🔀

A long-term financial plan for the Temiskaming Transit was developed in 2016/2017. The Plan incorporated fare increases in 2018, 2020, 2022 and 2024 in order to keep up with operating costs. The combined municipal subsidy of the Transit System in 2018 was \$289,483 and is anticipated to increase to \$303,500 in 2020, even after the implementation of a fare increase. It is estimated that the fare increase will generate \$15,500.



Alternatives

1. Leave the rates status quo – this alternative is not being recommended as it would result in greater deficit to the Transit Budget resulting in increased municipal subsidy to the system (both Temiskaming Shores and Cobalt).

Submission

Prepared by: Submitted for Council's

consideration by:

"Original signed by" "Original signed by"

Mitch Lafreniere Christopher W. Oslund

Manager of Physical Assets City Manager





Subject: 2019–20 Winter Operations Plan **Report No.**: PW-032-2019

Agenda Date: October 1, 2019

Attachments

Appendix 01: Draft 2019 -20 Winter Operations Plan (Refer to By-law 2019-161)

Recommendations

It is recommended:

- That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-032-2019, more specifically Appendix 01 Draft 2019-20 Winter Operations Plan;
- 2. That Council directs staff to prepare the necessary by-law to implement the 2019 2020 Winter Operations Plan for consideration at the October 1, 2019 Regular Council meeting; and;
- 3. That Council directs the Director of Public Works to advise staff in the Public Works Department, in writing, of the intent to commence the Winter Operations Schedule on or about Sunday, November 10th, 2019 and conclude on or about Friday, April 11th, 2020.

Background

Each year the Public Works Department submits an administrative report, for Council's consideration, on the Winter Operations efforts for the upcoming season. The report includes the draft Winter Operations Plan and proposed shift schedule which is intended to improve upon or modify the approach that has been used in previous years while maintaining the *Minimum Maintenance Standards for Municipal Highways* and reducing the hazards resulting from winter snow and ice, in order to maintain the City's roadways and sidewalks in a safe condition.

Typically, the Winter Schedule commences on or about November 1st and ends on or about April 15th which coincides with the pay periods each year. This year afternoon patrolling will commence on or before November 4th with the full schedule starting on Sunday November 10th. During the period of November 10th, 2019 to April 11th, 2020 the Department will have 24 hour per day coverage with arrangements for re-scheduling staff as the need arises.

Analysis

Every winter season brings new, unique and unpredictable conditions and circumstances that the Public Works Dept. is tasked with dealing with. Over the past several winters, conditions have varied from relatively mild to extremely cold and from light snowfalls to extended periods of heavy snowfall. Last winter the Department dealt with a notably higher than normal amount of freezing rain events that once again increased the amount of salt and sand required in order to maintain the roadways and sidewalks in a safe and manageable condition. As in the past there were areas within the municipality that required more attention than others given the local conditions.



It is virtually impossible to establish a shift schedule in September that will meet the needs of the entire winter day in and day out, shift by shift and the requirement for overtime is inevitable. During the 2018 – 19 winter season we realized an increase (approximately 15%) in overtime hours for roadway maintenance purposes due to an extremely harsh winter with an increased number of weather events (including snow and freezing rain).

Currently, the Department is at full staff compliment and will once again utilize the services of a temporary seasonal patrol person. The Public Works staff will continue to operate as four groups or "teams" of five members comprised of one Heavy Equipment Operator / Crew Leader, a Water / Sewer Operator and three Equipment Operators. This arrangement has worked very well to address most situations. As well there will once again be a "Patrol Person" assigned to the 3:00 p.m. to 11:30 p.m. afternoon shift for consistent patrol purposes. A "seasonal employee" will once again be the dedicated Patrol Person scheduled from Monday to Friday for the afternoon shift. The crews have also been rotated to ensure that the same people are not working the same timeframe as last year. (Christmas etc.)

Since 2011-12 winter season the department has continued to provide coverage, at varying levels, 24 hours per day, 7 days per week. With a focus on providing more scheduled resources from Monday to Friday during the day time, afternoon, evening, and weekend coverage has been reduced to minimal coverage, ensuring that Minimum Standards are met. The Crew Leader or the Evening/Weekend shift Patrol Person contacts the "on-call" Supervisor, to arrange for additional staff as required.

As indicated in the Collective Agreement with CUPE Local 5014, Section 14.03 allows for the Employer to establish and alter starting and quitting times as necessary, with advance notice. Therefore, in the event that additional staff is required to conduct operations during the night shift, resources from the following day shift were re-scheduled.

As outlined in By-law 2017-046, (and amended by By-law 2018-086) the City will continue have a reciprocal Agreement with the Ministry of Transportation whereby the maintenance of Hwy 11B from south limit of the City 104 to the Cobalt Bridge will be carried out by city forces and the MTO contractor will maintain Mowat Landing Road from Hwy 11 to Firstbrook Line.

Relevant Policy / Legislation / City By-Law

- Reg. 239/02 Minimum Maintenance Standards for Municipal Highways, (as amended by O Reg. 366/18 on May 2, 2018)
- By-Law 2008-069 (By-Law to Regulate Traffic and Parking of Vehicles)
- ➢ By-laws 2017-046 & 2018-086 (MTO Agrt. Winter Maintenance Hwy 11B & Mowat Landing Road)
- Annual Operations Budget

<u>Asset Management Plan Reference</u>

Asset Management Strategy - Operations & Maintenance Activities - Roadway Network

Consultation / Communication



City of Temiskaming Shores **Administrative Report**

- Admin. Report PW-030-2019, Proposed 2019 20 Winter Operations Schedule dated Sept 17th, 2019.
- > Annual presentation to, and approval by, Municipal Council, October 1st, 2019

 Municipal Web Site and Community Bulletin p 	•	7010001 131, 2	.013
Financial / Staffing Implications			
This item has been approved in the current but This item is within the approved budget amoun	_	No 🗌	N/A ⊠ N/A ⊠
Staffing implications related to this matter are limited As in the past, temporary seasonal staff may be proposed at this time to cover for vacation requests during scheduled shift periods.	required. Only	one position	would be being
Adopting the same schedule as in recent years wil for a better work-life balance as well as opportun equipment and at a wide array of tasks through train	ity to enhance	their skills u	
<u>Alternatives</u>			
No other alternatives were considered at this til	ne.		
Submission			
Prepared by:	Reviewed and Council's cons		
"Original signed by"	"Original signe	d by"	
G. Douglas Walsh, CET Director of Public Works	Chris Oslund City Manager		_

The Corporation of the City of Temiskaming Shores By-law No. 2019-152

Being a by-law to adopt a Healthy Eating in Municipal Recreation Settings Policy for the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. RS-015-2019 at the September 17, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Healthy Eating in Municipal Recreation Settings Policy for consideration at the October 1, 2019 Regular Council meeting;

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

- 1. That Council for the City of Temiskaming Shores hereby adopts a Healthy Eating in Municipal Recreation Settings Policy, attached hereto as Schedule "A" and forming part of this by-law; and
- That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature to the by-law and schedule, after its passage, where such modifications or corrections do not alter the intent of the by-law or its associated schedules.

Read a first, second and third time and finally passed on this 1st day of October, 2019.

Mayor – Carman Kidd	



Schedule "A" to

By-law No. 2019-152

Healthy Eating in Municipal Recreation Settings Policy

Original Draft: Final Draft:

July 2019 September 2019

City of Temiskaming Shores Healthy Eating in Municipal Recreation Settings Policy

Table of Contents

Definitions	3
Purpose	4
Implementation and Monitoring	4
Policy Objectives	5
Scope	5
Guidelines	6
Implementation Schedule	7
Accountability/Inspection	8
Enforcement Procedures and Penalties	8
Appendix 01 – Nutrition Standards for Ontario Schools	9

Schedule "A" to By-law No. 2019-152

1.0 Definitions

City means the Corporation of the City of Temiskaming Shores.

City Staff means City of Temiskaming Shores staff identified by the City as a contact for either Municipal Healthy Eating in Recreation Settings Policy purposes or the facility or premises in question as the context requires.

Energy Drink means a type of beverage containing stimulant drugs, usually caffeine, which is marketed as providing mental and physical stimulation

Event means any gathering of any kind whether social, business or otherwise, on City property.

Facility Manager means the City official, or designate, having operational jurisdiction over the facility, property, or area where an activity/event is taking place.

Healthy Eating refers to flexible patterns of eating that, over time, meet individuals' energy and nutrient needs, promoting optimal health and minimizing the risk of nutrition related conditions and diseases. <u>Canada's Food Guide</u> is the basis for this pattern of eating and its main recommendations include: eat vegetables and fruits, whole grain foods and protein foods; choose protein foods that come from plants more often; limit highly processed foods and if you choose these foods, eat them less often and in small amounts; make water your drink of choice.

Healthy Options products/ingredients categorized as "Sell Most" under the Nutrition Standards for Ontario Schools and does not include those categorized as "Sell Less" or "Not Permitted for Sale"

Municipal Property means any municipally-owned or leased lands, buildings, or structures.

Private Event means an event that is not open to the public and for which notification is limited to invited quests where the intent may not be to generate revenue.

Public Event means an event that is open to the public to attend and is conducted by a registered charity or not for profit entity or an event of municipal, provincial, national, or international significance where the intent may be to generate revenue.

Recreation Setting refers to municipal recreation facilities, parks and programs where concession contracts and/or vending machines are located namely the Don Shepherdson Memorial Arena, Shelley Herbert-Shea Memorial Arena, Rotary Farr Park, Harbourfront, Haileybury Beach, Waterfront Pool/Fitness Centre, New Liskeard Spurline, and Dymond Recreation Park.

Schedule "A" to By-law No. 2019-152

Timiskaming Health Unit also referred to as **THU** is the regional public health provider in the district of Timiskaming. The vision of the THU is "Total wellness of our community" and the mission is "Promote health, prevent illness."

2.0 Purpose

The City of Temiskaming Shores recognizes the importance of access to healthy food options in municipal recreation settings for the health of all citizens and specifically for young children and youth who are the main users of recreation facilities. In the interest of public health and to promote the health and well-being of citizens, the municipality actively encourages and promotes recreation and municipal environments that support accessibility and consumption of food and beverages consistent with healthy eating, thereby making the healthy choice the easy choice.

The policy is the result of the efforts of the Healthy Kids Community Challenge, hosted by the municipality from 2015 to 2019 that carried out a public consultation process and implemented healthier options at arena concessions. Survey results demonstrated 99% of respondents wanted to see healthy food and drinks available at the arena concessions, more than 75% said 50% or more of the menus should be healthy food and drinks, 46% stated they were more likely to buy food at the arenas when healthier items were available and 56% were more likely to eat healthier options as a result of healthier options being made available.

The policy:

- 1) Supports the momentum around healthy eating across the province of Ontario and Canada
- 2) Compliments the general goal of municipal recreation programs and settings to improve the quality of life and health of citizens
- 3) Positively impacts future generations
- 4) Demonstrates a collaborative approach to policy development that allows consistency in delivering the message of healthy eating or healthy foods/beverages
- 5) Supports and promotes athletic performance
- 6) Compliments the Nutrition Standards for Ontario Schools
- 7) Provides the opportunity to practice eating well
- 8) Supports chronic disease prevention and healthy growth and development strategies

3.0 Implementation and Monitoring

3.1 The Healthy Eating in Municipal Recreation Settings Policy will be implemented November 1, 2019.

- 3.2 The Healthy Eating in Municipal Recreation Settings Policy will be submitted for review to the Timiskaming Health Unit every three (3) years.
- 3.3 The Healthy Eating in Municipal Recreation Settings Policy will be reviewed by the Mayor and Council of Temiskaming Shores every three (3) years.

4.0 Policy Objectives

To improve healthy eating in municipal recreation settings by:

- 4.1 Increasing healthy eating choices in municipal recreation settings
- 4.2 Increasing understanding of healthy eating by food and beverage providers and distributors
- 4.3 Improving the visibility/placement/affordability of healthy options
- 4.4 Improving the understanding/awareness of the users of recreation services of what constitutes healthy eating
- 4.5 Improving commitment to long term change that will have impact for citizens on an ongoing basis;
- 4.6 Improving the connections between eating well and recreation, the visual message matching the verbal message (walking the talk);
- 4.7 Increasing access to and enjoyment of health-promoting, safe food and beverages.

5.0 Scope

The policy applies to the food and beverages served and sold in the following:

- municipal recreation facilities, parks and programs where concession contracts and/or vending machines are located namely the Don Shepherdson Memorial Arena, Shelley Herbert-Shea Memorial Arena, Rotary Farr Park, Harbourfront, Haileybury Beach, Waterfront Pool/Fitness Centre, New Liskeard Spurline, and Dymond Recreation Park.
- Municipal recreation programs and events

The policy does **not** apply to:

- Food and beverages brought in for meals and snacks by employees
- Organizations and individuals who rent space/rooms for public and/or private events. However, they will be encouraged to follow the policy and offer more healthy food options
- Non-recreation municipal programs and events
- Alcohol is not included in the scope of this policy
- Coffee and Tea are permitted

6.0 Guidelines

a) The guideline for healthy food and beverages served in municipal recreation settings to be used is the <u>Nutrition Standards for Ontario Schools</u> (Attached as Appendix No. 1 to the Policy), which divides foods and beverages in three (3) categories, according to their nutritional value: Sell Most (here referred to as Healthy Options), Sell Less and Not Permitted for Sale. http://hs.curriculum.org/sb/nst

Schedule "A" to

By-law No. 2019-152

- b) Prices for Healthy Options (Sell Most products from Standards above mentioned) to be the same or lower than the prices for similar menu options.
- c) Priority space should be given to the Healthy Options (i.e. eye-level shelves in the counter-top refrigerators, placement of fruits and vegetables on the counter). For more ideas please contact the Registered Dietitian at the Timiskaming Health Unit.
- d) Freggie Fuel branded materials must be used by concession operators to promote the Healthy Options available at all times. This includes: a posted menu board for Healthy Options, a sandwich menu board, a large Freggie cut-out and Freggie Fuel stickers to place on the Healthy Options (e.g. Smoothie cups). The Timiskaming Health Unit will provide promotional materials. The Proponent will include other branded materials suggested and provided by the City of Temiskaming Shores and the Timiskaming Health Unit
- e) Portion sizes are to reflect and support healthy eating behaviors appropriate portions of food and beverages will be served and sold. Super-sized portions are not appropriate. Pre-packaged products sold must only be offered in regular-sized single serving packages. Non-packaged food (i.e. pizza, hot dogs, burgers, nachos) must be sold in single-serving size portions:
 - No king size candy, chocolate, or sugary drinks
 - No jumbo size hotdogs
 - No jumbo size potato chips
 - No jumbo size popcorn
 - Whenever possible, beverages should be sold in containers of 250ml or less, with exception for white milk and water.
- f) Fruit smoothies, fresh fruit and at least one (1) grilled sandwich made with healthy ingredients (Sell Most) are mandatory menu items and must be available at all times when the concessions are open.
- g) Commit to have drinking water available at all times. Provide reusable water bottles for retail sale and encourage use of municipal water bottle filling stations. No charge will be applied when requested to fill a reusable water bottle from the tap.

- h) Consider offering less sugar sweetened beverages (i.e. pop, iced tea, fruit juice) and, when available, purchase smaller bottles/containers. Ensure white, unsweetened milk is available at all times and, if wanting to sell chocolate milk, purchase only the smaller size (250ml). Reference: https://brightbites.ca/wp-content/uploads/TRG_Key-Messages-and-Guide-to-Making-Healthy-Drink-Choices.pdf
- i) Fruit smoothies and healthy grilled sandwiches must be prepared following the recipes provided/approved by the Timiskaming Health Unit Registered (THU) Dietitians. Preparing fruit smoothies with fruit juice and/or flavored syrup is not permitted.
- j) Vending Machines must include at least 20% (1 Healthy Option for each 4 other options available) of Healthy Options. This applies to foods and beverages separately (20% of beverages and 20% of foods must be Healthy Options). Appendix No. 1 includes online tools that can be used to ensure chosen products fit in the nutrition standards (http://hs.curriculum.org/sb/nst). If in doubt about what other Healthy Options can be included in the vending machines please contact the Registered Dietitians at the Timiskaming Health Unit.
- k) Additional Healthy Options Adding other Healthy Options to the menu is encouraged by the City of Temiskaming Shores. Refer to Appendix No. 1 (nutrition standards) to ensure they fall in the "Sell Most" category. Any new proposed Healthy Options to be submitted to the Timiskaming Health Unit for approval.
- I) Food safety: Each concession area serving food for public consumption are required to have one person with a Food Handler's Certificate on the premises.
- m) Energy drinks (i.e. Red Bull, Monster Energy, Vitaminwater Energy, NOS Energy Drink, Full Throttle, 28 Black, Rockstar, Zevia Zero Calorie Energy, Mountain Dew Amp & Amp Game Fuel & Kickstart, MiO Energy water enhancers.) are not permitted to be served or sold at municipal recreation settings.
- n) It is recommended that fundraising activities organized by and through municipal and recreation programs and settings focus primarily on Non Food items (i.e. sports equipment, entertainment experiences).
- o) Special Events: All events will be encouraged to follow the leadership example set by the municipality and work toward providing more healthy food options at community events.

7.0 Implementation Schedule

Year 1 (2019) 3 Mandatory Healthy Options
(Fruit smoothies, fresh fruit, healthy grilled sandwich)

Schedule "A" to By-law No. 2019-152

Year 2 (2020) 6 Mandatory Healthy Options

(list above + 3 NEW Healthy Options, operators choice)

Year 3 and Onward 9 Mandatory Healthy Options

(list above + 3 NEW Healthy Options, operators choice)

Note: the counting of healthy items is based on the type of product they are, and not the brand. For example, a granola bar and chili are considered two (2) new Healthy Options. Adding 2 granola bars, from different brands, and chili, is still considered 2 new Health Options (different brands of granola bar, but the same product being sold).

8.0 Accountability Inspection

The City of Temiskaming Shores and the Timiskaming Health Unit reserve the right to have a representative attend any concession area identified in the policy to inspect concession operations and adherence to the Healthy Eating in Municipal Recreation Settings policy. The THU representative will monitor items at least once during each operating season to ensure percentage goals and healthy option requirements are being met. The THU representative will contact the concession operator prior to the visit and will communicate the results to municipal staff.

9.0 Enforcement Procedures and Penalties

Upon receiving a complaint of non-compliance to the policy, a designated municipal representative will contact the Operators and review the policy. Failure to comply with the policy may result in the termination of a lease agreement.

Nutrition Standards for Ontario Schools

APPENDIX: NUTRITION STANDARDS FOR ONTARIO SCHOOLS

Read the information on the food label – particularly the Nutrition Facts table and the ingredient list – and compare this information with the nutrition criteria outlined below in order to determine whether a food or beverage may be sold at the school.

Products in the "Sell Most" category must make up at least 80 per cent of all food choices and at least 80 per cent of all beverage choices that are available for sale in all venues, through all programs, and at all events on school premises.

Products in the "Sell Less" category must make up no more than 20 per cent of all food choices and no more than 20 per cent of all beverage choices that are available for sale in all venues, through all programs, and at all events on school premises.

Nutrition Standards for Food

All food sold in schools must meet the standards set out in Ontario Regulation 200/08, "Trans Fat Standards", made under the Education Act.

Vegetables and Fruit

- . Compare the nutrition criteria below with the Nutrition Facts table and the ingredient list on the food label.
- See the section "Nutrition Standards for Beverages" for the nutrition criteria for vegetable and fruit juices and juice blends.
- Food should always be prepared in a healthy way that is, using cooking methods that require little or no added fat or sodium, such as baking, barbequing, boiling, broiling, grilling, microwaving, poaching, roasting, steaming, or stir-frying.

	Sell Most (≥ 80%)	Sell Less (≤ 20%)	Not Permitted for Sale
	Nutrition Criteria	Nutrition Criteria	Nutrition Criteria
Fresh, Frozen, Canned, and Dried Vegetables and Fruit	Nutrition Criteria Vegetable or fruit is the first item on the ingredient list and Fat: ≤ 3g and Sodium: ≤ 360mg Examples: • Fresh or frozen vegetables with little or no added salt • Fresh or frozen fruit with no added sugar • Canned vegetables • Canned fruit packed in juice or light syrup • Unsweetened apple sauce • Some low-fat frozen potato products, including French fries	Nutrition Criteria Vegetable or fruit is the first item on the ingredient list and Fat: ≤ 5g and Saturated fat: ≤ 2g and Sodium: ≤ 480mg Examples: Some dried fruit and 100% fruit leathers Lightly seasoned or sauced vegetables and fruit Some prepared mixed vegetables	Nutrition Criteria Sugar** is the first item on the ingredient list or Fat: > 5g or Saturated fat: > 2g or Sodium: > 480mg Examples: • Vegetable and fruit products prepared with higher amounts of fat, sugar, and/or salt, including deepfried vegetables • Some packaged frozen and deep-fried potato products, including hash browns and French fries • Some fruit snacks made with juice (e.g., gummies, fruit rolls)

Policy/Program Memorandum No. 150, "School Food and Beverage Policy", October 4, 2010

Vegetables and Fruit (cont.)

	Sell Most (≥ 80%)	Sell Less (≤ 20%)	Not Permitted for Sale
	Nutrition Criteria	Nutrition Criteria	Nutrition Criteria
Canned Tomatoes and Tomato-Based Products	Fat: ≤ 3g and Sodium: ≤ 480mg Examples: • Some whole, crushed, or diced tomatoes • Some pasta sauce		Fat: > 3g or Sodium: > 480mg Examples: • Whole, crushed, or diced tomatoes that are higher in fat or sodium • Pasta sauce that is higher in fat or sodium
Vegetable and Fruit Chips	Fat: ≤ 3g and Sodium: ≤ 240mg Examples: • Some lower-fat, lower-sodium vegetable chips (e.g., potato, carrot) • Some lower-fat, lower-sodium fruit chips (e.g., banana, apple, pear)	Fat: ≤ 5g and Saturated fat: ≤ 2g and Sodium: ≤ 480mg Examples: • Some vegetable chips (e.g., potato, carrot) • Some fruit chips (e.g., banana, apple, pear)	Fat: > 5g or Saturated fat: > 2g or Sodium: > 480mg Examples: • Some vegetable chips that are higher in fat or sodium • Some fruit chips that are higher in fat or sodium

^{*}Food high in sugars and starches (natural or added) can leave particles clinging to the teeth and put dental health at risk. Vegetable and fruit choices of particular concern include fruit leathers, dried fruit, and chips (potato or other). It is suggested that these foods be eaten only at meal times and that foods that clear quickly from the mouth be eaten at snack times, such as fresh (raw or cooked), canned, or frozen vegetables or fruit.

^{**}Look for other words for sugar, such as glucose, fructose, sucrose, dextrose, dextrin, corn syrup, maple syrup, cane sugar, honey, and concentrated fruit juice.

Grain Products

- Compare the nutrition criteria below with the Nutrition Facts table and the ingredient list on the food label.
- Food should always be prepared in a healthy way that is, using cooking methods that require little or no added fat or sodium, such as baking, barbequing, boiling, broiling, grilling, microwaving, poaching, roasting, steaming, or stir-frying.

	Sell Most (≥ 80%)	Sell Less (≤ 20%)	Not Permitted for Sale
	Nutrition Criteria	Nutrition Criteria	Nutrition Criteria
Bread	Whole grain is the first item on the ingredient list and Saturated fat: ≤ 2g and Sodium: ≤ 240mg and Fibre: ≥ 2g Examples: • Whole grain breads, including buns, bagels, English muffins, rolls, naan, pitas, tortillas, chapattis, rotis, bannock • Whole grain pizza dough and flatbread	Saturated fat: ≤ 2g and Sodium: ≤ 480mg Examples: • White (enriched) breads, including buns, bagels, English muffins, rolls, naan, pitas, tortillas, chapattis, rotis, bannock • White (enriched) pizza dough	Saturated fat: > 2g or Sodium: > 480mg Examples: • White breads that are higher in fat or sodium • Some cheese breads, scones, and biscuits
Pasta, Rice, and Other Grains	Fat: ≤ 3g and Saturated fat: ≤ 2g and Sodium: ≤ 240mg Examples: • Whole wheat or white (enriched) pasta, including couscous • White, brown, and wild rice, rice noodles, and soba noodles • Quinoa, bulgur, wheat berries, spelt, and other whole grains	Fat: ≤ 5g and Saturated fat: ≤ 2g and Sodium: ≤ 480mg Examples: • Some pasta, rice, and other grains	Fat: > 5g or Saturated fat: > 2g or Sodium: > 480mg Examples: • Some pasta, rice, and other grains that are higher in fat, saturated fat, or sodium
Baked Goods	Fat: ≤ 5g and Saturated fat: ≤ 2g and Fibre: ≥ 2g Examples: Some muffins, cookies, grain-based bars Some whole grain waffles and pancakes	Fat: ≤ 10g and Saturated fat: ≤ 2g and Fibre: ≥ 2g Examples: Some muffins, cookies, grain-based bars, snacks Some waffles and pancakes	Fat: > 10g or Saturated fat: > 2g or Fibre: < 2g Examples: Most croissants, danishes, cakes, doughnuts, pies, turnovers, pastries Some cookies and squares

Grain Products (cont.)

Sell Most (≥ 80%)	Sell Less (≤ 20%)	Not Permitted for Sale
Nutrition Criteria	Nutrition Criteria	Nutrition Criteria
Fat: ≤ 3g	Fat: ≤ 5g	Fat: > 5g
and Saturated fat: ≤ 2g	and Saturated fat: ≤ 2g	or Saturated fat: > 2g
and Sodium: ≤ 240mg	and Sodium: ≤ 480mg	or Sodium: > 480mg
Examples:	Examples:	Examples:
 Some whole grain crackers, pita chips, and flatbreads 	Some crackers, pretzels, and popcorn	Crackers, pretzels, and popcorn higher in fat and sodium
Some packaged crackers and popcorn		Most corn chips and other snack mixes
Whole grain is the first item on the ingredient list		Whole grain is <i>not</i> the first item on the ingredient
and Saturated fat: ≤ 2g		list
and Fibre: ≥ 2g		or Saturated fat: > 2g
		or Fibre: < 2g
Examples:		
 Some breakfast cereals, including oatmeal, some 		Examples:
granola, and cold cereals containing fibre		Some breakfast cereals
	Nutrition Criteria Fat: ≤ 3g and Saturated fat: ≤ 2g and Sodium: ≤ 240mg Examples: • Some whole grain crackers, pita chips, and flatbreads • Some packaged crackers and popcorn Whole grain is the first item on the ingredient list and Saturated fat: ≤ 2g and Fibre: ≥ 2g Examples: • Some breakfast cereals, including oatmeal, some	Nutrition Criteria Nutrition Criteria Fat: ≤ 3g and Saturated fat: ≤ 2g and Sodium: ≤ 240mg Fat: ≤ 5g and Saturated fat: ≤ 2g and Sodium: ≤ 480mg Examples: Some whole grain crackers, pita chips, and flatbreads Some packaged crackers and popcorn Examples: Some packaged crackers and popcorn Whole grain is the first item on the ingredient list and Saturated fat: ≤ 2g and Fibre: ≥ 2g Examples: Some breakfast cereals, including oatmeal, some Nutrition Criteria Pat: ≤ 5g and Saturated fat: ≤ 2g and Sodium: ≤ 480mg Examples: Some breakfast cereals, including oatmeal, some

Milk and Alternatives

- · Compare the nutrition criteria below with the Nutrition Facts table and the ingredient list on the food label.
- See the section "Nutrition Standards for Beverages" for the nutrition criteria for fluid milk and fluid milk alternatives.

	Sell Most (≥ 80%)	Sell Less (≤ 20%)	Not Permitted for Sale
	Nutrition Criteria	Nutrition Criteria	Nutrition Criteria
Yogurt/Kefir	Fat: ≤ 3.25% M.F.* or ≤ 3g		Fat: > 3.25% M.F. or > 3g
	Examples: • Plain and flavoured yogurt, yogurt tubes		Examples: • Yogurt higher in fat, such as Balkan-style
Cheese**	Fat: ≤ 20% M.F. and Sodium: ≤ 360mg and Calcium: ≥ 15% DV*** Examples: • Cheeses lower in fat and sodium, including part-skim mozzarella, light cheddar, some Swiss and ricotta	Sodium: ≤ 480mg and Calcium: ≥ 15% DV Examples: • Most hard and soft, non-processed cheese, including cheddar, mozzarella, brick, parmesan, some feta, Monterey jack, havarti, and gouda; cottage cheese, cheese curds, and cheese strings	Sodium: > 480mg or Calcium: < 15% DV Examples: • Some processed cheese products • Most cream cheese
Milk-Based Desserts		Fat: ≤ 5g and Sodium: ≤ 360mg and Calcium: ≥ 5% DV Examples: • Some frozen yogurt, puddings, custards, ice milk, gelato	Fat: > 5g or Sodium: > 360mg or Calcium: < 5% DV Examples: • Some puddings • Most frozen desserts high in fat and sugar, including ice cream, ice cream bars, ice cream cakes, and ice cream sandwiches

^{*}M.F. = Milk Fat. The amount can be found on the front of the food label.

Meat and Alternatives

- Compare the nutrition criteria below with the Nutrition Facts table and ingredient list on the food label.
- Food should always be prepared in a healthy way that is, using cooking methods that require little or no added fat or sodium, such as baking, barbequing, boiling, broiling, grilling, microwaving, poaching, roasting, steaming, or stir-frying.

	Sell Most (≥ 80%)	Sell Less (≤ 20%)	Not Permitted for Sale
	Nutrition Criteria	Nutrition Criteria	Nutrition Criteria
Fresh and	Fat: ≤ 10g	Fat: ≤ 14g	Fat: > 14g
Frozen Meat	and Sodium: ≤ 480mg	and Sodium: ≤ 480mg	or Sodium: > 480mg
	Examples:	Examples:	Examples:
	Extra-lean ground meat	Lean ground meat	 Meat that contains higher amounts of fat or sodium,
	 Lean beef, goat, lamb, pork, or poultry 	 Beef, goat, lamb, pork, or poultry 	including chicken wings, bacon, pork and beef ribs
	 Some breaded chicken strips and nuggets 	 Some breaded chicken strips and nuggets 	Some wieners
	Some lean meatballs	Some meatballs	Most pepperoni sticks
	Some lean hamburger patties	Some hamburger patties	Most beef/turkey jerk products
Deli	Fat: ≤ 5g	Fat: ≤ 5g	Fat: > 5g
(Sandwich) Meat	and Sodium: ≤ 480mg	and Sodium: ≤ 600mg	or Sodium: > 600mg
	Examples:	Examples:	Examples:
	Some lean deli meat	Some lean deli meat	Deli meat higher in fat or sodium
Fish	Fat: ≤ 8g	Fat: ≤ 12g	Fat: > 12g
	and Sodium: ≤ 480mg	and Sodium: ≤ 480mg	or Sodium: > 480mg
	Examples:	Examples:	Examples:
	Fresh, frozen, or canned fish	Some frozen, breaded fish (e.g., fish sticks) Fresh, frozen, or canned fish	Some breaded or battered fish higher in added fat or sodium
			Fresh or frozen fish with a higher mercury content*
Eggs	Fat: ≤ 7g		Fat: > 7g
	and Sodium: ≤ 480mg		or Sodium: > 480mg

^{**}Encourage selection of lower-fat cheese options.

^{***}DV = Daily Value.

Meat and Alternatives (cont.)

	Sell Most (≥ 80%)	Sell Less (≤ 20%)	Not Permitted for Sale
	Nutrition Criteria	Nutrition Criteria	Nutrition Criteria
Nuts, Protein	Not coated with candy, chocolate, sugar, or		Coated with candy, chocolate, sugar, and/or
Butters, and	yogurt		yogurt
Seeds	and Sodium: ≤ 480mg		or Sodium: > 480mg
	Examples: Nut, legume, and seed butters, including peanut, almond, walnut, soy, sesame, and sunflower Nuts and seeds, including almonds, walnuts, peanuts, sunflower seeds, pumpkin seeds (papitas)		Examples: • Coated nuts • Some roasted and salted nuts
Meat Alternatives, such as Tofu, Beans, and Lentils	Fat: ≤ 8g and Sodium: ≤ 480mg and Protein: ≥ 10g Examples: • Some vegetarian burgers, simulated meat strips, veggie meatballs, veggie ground round, veggie wieners and sausages, tofu and tempeh • Beans and lentils		Fat: > 8g or Sodium: > 480mg or Protein: < 10g Examples: • Some vegetarian products high in sodium • Some meat alternatives that are higher in fat or sodium or lower in protein

^{*}Certain types of fish may contain levels of mercury that can be harmful to human health. Fish caught in local lakes and streams may have different levels of mercury from those found in stores.

Canned "light" tuna contains less mercury than "white" or "albacore" tuna, and salmon generally has low levels of mercury. See Health Canada's website for continually updated information and a list of fish with low levels of mercury, at http://www.hc-sc.gc.ca/fn-an/securit/chem-chim/environ/mercur/cons-adv-etud-eng.php.

Mixed Dishes

Note: Mixed dishes are products that contain more than one major ingredient.

Mixed Dishes With a Nutrition Facts Table

- Compare the nutrition criteria below with the Nutrition Facts table and the ingredient list provided by the supplier.
- Food should always be prepared in a healthy way that is, using cooking methods that require little or no added fat or sodium, such as baking, barbequing, boiling, broiling, grilling, microwaving, poaching, roasting, steaming, or stir-frying.

	Sell Most (≥ 80%)	Sell Less (≤ 20%)	Not Permitted for Sale
	Nutrition Criteria	Nutrition Criteria	Nutrition Criteria
Entrées	Fat: ≤ 10g	Fat: ≤ 15g	Fat: > 15g
(e.g., frozen pizza,	and Saturated fat: ≤ 5g	and Saturated fat: ≤ 7g	or Saturated fat: > 7g
sandwiches, pasta,	and Sodium: ≤ 960mg	and Sodium: ≤ 960mg	or Sodium: > 960mg
hot dogs)	and Fibre: ≥ 2g	and Fibre: ≥ 2g	or Fibre: < 2g
	and Protein: ≥ 10g	and Protein: ≥ 7g	or Protein: < 7g
Soups	Fat: ≤ 3g	Fat: ≤ 5g	Fat: > 5g
	and Sodium: ≤ 720mg	and Saturated fat: ≤ 2g	or Saturated fat: > 2g
	and Fibre: ≥ 2g	and Sodium: ≤ 720mg	or Sodium: > 720mg
Side Dishes	Fat: ≤ 5g	Fat: ≤ 7g	Fat: > 7g
(e.g., grain and/or	and Saturated fat: ≤ 2g	and Saturated fat: ≤ 2g	or Saturated fat: > 2g
vegetable salads)	and Sodium: ≤ 360mg and Fibre: ≥ 2g	and Sodium: ≤ 360mg	or Sodium: > 360mg

Mixed Dishes (cont.)

Mixed Dishes Without a Nutrition Facts Table

- For every ingredient used, refer to the nutrition criteria in this appendix for the appropriate food groups.
- Food should always be prepared in a healthy way that is, using cooking methods that require little or no added fat or sodium, such as baking, barbequing, boiling, broiling, grilling, microwaving, poaching, roasting, steaming, or stir-frying.

	Sell Most (≥ 80%)	Sell Less (≤ 20%)	Not Permitted for Sale
	Nutrition Criteria	Nutrition Criteria	Nutrition Criteria
Entrées (e.g., pizza, sandwiches, pasta, hot dogs)	All major ingredients* are from the "Sell Most" category.	One or more major ingredients are from the "Sell Less" category.	Cannot be sold if prepared with any ingredients from the "Not Permitted for Sale" category.
Soups	All major ingredients are from the "Sell Most" category.	One or more major ingredients are from the "Sell Less" category.	Cannot be sold if prepared with any ingredients from the "Not Permitted for Sale" category.
Side Dishes (e.g., grain and/or vegetable salads)	All major ingredients are from the "Sell Most" category.	One or more major ingredients are from the "Sell Less" category.	Cannot be sold if prepared with any ingredients from the "Not Permitted for Sale" category.

^{*}A major ingredient is any product that is identified in one of the food groups set out in the nutrition standards – that is, Vegetables and Fruit, Grain Products, Milk and Alternatives, and Meat and Alternatives. All pizza toppings are considered major ingredients.

Miscellaneous Items

• The following are considered minor ingredients and are to be used in limited amounts, as defined under "Serving Size". • Choose products that are lower in fat and/or sodium.

Ingredients	Serving Size
Condiments and Spreads	≤ 15ml (1 tbsp)
Gravies and Sauces	≤ 60ml (4 tbsp)
Dips	≤ 30ml (2 tbsp)
Fats	≤ 5ml (1 tsp)
Oils and Dressings	≤ 15ml (1 tbsp)
Other (e.g., chocolate chips, coconut, olives, parmesan cheese)	≤ 15ml (1 tbsp)

Not Permitted for Sale: Confectionery (Examples)		
Candy		
Chocolate		
Energy bars		
Licorice		
Gum		
Gummies		
Popsicles and freezies, if not prepared with 100% juice		

Nutrition Standards for Beverages

Separate beverage standards are provided for elementary and secondary schools.

All beverages sold in schools must meet the standards set out in Ontario Regulation 200/08, "Trans Fat Standards", made under the Education Act.

Beverages - Elementary Schools

	Sell Most (≥ 80%)	Sell Less (≤ 20%)	Not Permitted for Sale
	Nutrition Criteria	Nutrition Criteria	Nutrition Criteria
Water	Plain		
Milk and Milk-Based	Fat: ≤ 2% M.F.* or ≤ 5g		Fat: > 2% M.F. or > 5g
Beverages (Plain or	and Sugar: ≤ 28g		or Sugar: > 28g
Flavoured)	and Calcium: ≥ 25% DV**		or Calcium: < 25% DV
	and Container size: ≤ 250ml		or Container size: > 250ml
Yogurt Drinks	Fat: ≤ 3.25% M.F. or ≤ 3g		Fat: > 3.25% M.F. or > 3g
	and Container size: ≤ 250ml		or Container size: > 250ml
Soy/Milk Alternative	Fortified with calcium and vitamin D		Unfortified
Beverages (Plain or	and Container size: ≤ 250ml		or Container size: > 250ml
Flavoured)			
Juices or Blends:	100% juice, pulp, or purée		< 100% juice, pulp, or purée
Vegetable or Fruit	and Unsweetened/No sugar added		or Sugar in the ingredient list
	and Container size: ≤ 250ml		or Container size: > 250ml
Hot Chocolate	Fat: ≤ 2% M.F. or ≤ 5g		Fat: > 2% M.F. or > 5g
	and Sugar: ≤ 28g		or Sugar: > 28g
	and Calcium: ≥ 25% DV		or Calcium: < 25% DV
	and Container size: ≤ 250ml		or Container size: > 250ml
Coffee and Tea			All Coffee and Tea
Iced Tea			All Iced Tea
Energy Drinks			All Energy Drinks
Sports Drinks			All Sports Drinks
Other Beverages (e.g.,			All Other Beverages
soft drinks; flavoured			
water; "juice-ades", such			
as lemonade, limeade)			

^{*}M.F. = Milk Fat. The amount can be found on the front of the food label.

The full Policy/Program Memorandum No. 150 can be found at http://www.edu.gov.on.ca/extra/eng/ppm/150.html and http://www.edu.gov.on.ca/extra/eng/ppm/Appendix150.pdf

You can also use the website below to see if a new food or beverage fits the PPM150 standards. You just have to select the category for the product (i.e. mixed dishes for chili) and then enter the nutrition information for the product.

http://hs.curriculum.org/sb/nst

If the product does not have a label (i.e. chili made in the concession store, following a recipe), you can check the nutrition information for the recipe at EaTracker Recipe Analyzer.

(https://www.eatracker.ca/recipe_analyzer.aspx)

^{**}DV = Daily Value.

The Corporation of the City of Temiskaming Shores By-law No. 2019-153

Being a by-law to appoint the Director of Recreation for the City of Temiskaming Shores – Mathew Bahm

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. 026-2019-CS at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Mr. Mathew Bahm and the Director of Public Works for consideration at the October 1, 2019 Regular Council meeting m as Director of Recreation effective October 1st, 2019;

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

1. That Mathew Bahm be hereby appointed as Director of Recreation for The Corporation of the City of Temiskaming Shores effective October 1st, 2019.

Read a first, second and third time and finally passed this 1st day of October, 2019.

Mayor – Carman Kidd		
Clerk – David B. Treen		

The Corporation of the City of Temiskaming Shores By-law No. 2019-154

Being a by-law to enter into a Lease Agreement with Josee and Marc Dupuis for the operation of the Shelly Herbert-Shea Memorial Arena Concession – October 1, 2019 to April 30, 2020

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

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

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

And whereas Council considered Administrative Report CS-052-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with the Josee and Marc Dupuis for the operation of the Shelly Herbert-Shea Memorial Arena Concession stand from October 1, 2019 to April 30, 2020 for consideration at the October 1, 2019 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into a Lease Agreement for the operation of concession services at the Haileybury Arena;

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

- That the Mayor and Clerk be authorized to enter into a Lease Agreement with Josee and Marc Dupuis for the operation of the Shelly Herbert-Shea Memorial Arena Concession Stand for the period covering October 1, 2019 to April 30, 2020, 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.

Mayor – Carman Kidd	

Read a first, second and third time and finally passed this 1st, day of October, 2019.

Clerk - David B. Treen



Schedule "A" to

By-law No. 2019-154

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Josee and Marc Dupuis

For the operation of the Haileybury Arena Concession Stand

The Corporation of the City of Temiskaming Shores

- and -

Josee and Marc Dupuis

LEASE

Shelly Zubyck
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J IK0

This lease made this 1st day of October, 2019

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called the "Landlord")

And:

Josee and Marc Dupuis

(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming.

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the Landlord's Building known as the Concession containing a rentable area located at the Haileybury Arena in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing on October 1, 2019 to April 30, 2020.

3. Rent

The Tenant shall pay the Landlord Two Hundred Dollars (\$200) plus applicable taxes per month payable on the first day of each month from October 1, 2019 to April 30, 2020.

4. Renewal

The Tenant, upon the satisfaction of the City, shall have the right to renew the agreement under the same conditions and provisions contained herein.

The City reserves the right to seek proposals or renegotiate the conditions and provisions for the lease of the premises if it is felt in the best interest of the City to do so.

5. Business Services

The Tenant will work in good faith with the City of Temiskaming Shores to schedule hours to reflect any changes in the scheduling of ice time; to be open for all Haileybury Figure Skating Club Skating Shows, and all hockey tournaments.

6. Healthy Eating at Recreation Settings (HERS)

The Operator shall supports the promotion of affordable healthy options at municipal facilities by committing to the Healthy Eating at Recreations Settings (HERS) program

as adopted by Council and any amendments thereto.

7. Tenants Covenants

- a) Rent to pay rent;
- **b) Operations –** be responsible for operating the vending machines and to serve Coca Cola products only;
- **c) Telephone** to pay when due the cost of telephone supplied to premises if required;
- d) Insurance To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) two million dollars (Canadian), inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- e) 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;
- f) 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;
- g) 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;
- h) 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;

- i) 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;
- j) Alterations not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and
- **k)** Use of Building the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

8. 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 Tenant on account thereof;
- c) Electricity and water to pay for the electricity and water supplied to the premises;
- **d)** Refuse Collection The City <u>shall not</u> provide any additional refuse or recycling receptacles or collection specific to this operation;
- **e) Structural soundness** to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

9. Provisos

Provided always and it is hereby agreed as follows:

- a) Fire In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord 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 Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- b) Damage to property The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- c) Impossibility of performance It is understood and agreed that whenever and to the extent that the Tenant 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 Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- d) Default of Landlord 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 Landlord 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 Tenant 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;

- e) Bankruptcy of Landlord In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord 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 Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord 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 Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant 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 Tenant may reenter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- f) Distress The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- g) Right of re-entry On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord 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 Landlord shall be liable to the Tenant for any deficiency;
- h) Right of termination by the Landlord The lease may be terminated for any valid operational reason;
- i) Right of termination by the Tenant On the Tenant's becoming entitled to reenter the premises under any of the provisions of this lease, the Tenant, in
 addition to all other rights, shall have the right to terminate this lease forthwith by
 leaving upon the premises notice in writing of its intention, and thereupon rent
 and any other payments for which the Landlord is liable under this lease shall be
 computed, apportioned and paid in full to the date of such termination, and the
 Landlord shall immediately deliver up possession of the Premises to the Tenant,
 and the Tenant may re-enter and take possession of the premises;
- j) **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 Tenant, to it, at c/o Shelly Zubyck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Landlord, 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.

10. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

Remainder of this page left blank intentionally

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

Signed and Sealed in) the presence of)	Josee and Marc Dupuis				
)))	Owner - Josee Dupuis				
))	Owner - Marc Dupuis				
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. 2019-155

Being a by-law to enter into a lease agreement with Kyle and Maria Overton for the operation of the Spurline Concession at the Waterfront

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

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

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

And whereas Council considered Administrative Report CS-053-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a five (5) year lease agreement with Kyle and Maria Overton for the operation of the Spurline Concession at the waterfront for consideration at the October 1, 2019 Regular Council meeting;

And whereas the Council of the City of Temiskaming Shores deems it expedient to enter into an agreement for the operation of the Spurline Concession;

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

- 1. That the council of The Corporation of the City of Temiskaming Shores agrees to enter into a five (5) year lease agreement with Kyle and Maria Overton for the operation of the Spurline Concession; a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
- 2. That the Mayor and the Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of the City of Temiskaming Shores.
- 3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Mayor – Carman Kidd

Read a first, second and third time and finally passed this 1st day of October, 2019.

Clerk - David B. Treen

Schedule "A" to By-law No. 2019-155

Dated this 1st day of October, 2019

The Corporation of the City of Temiskaming Shores

- and -

Kyle and Maria Overton

LEASE

Shelly Zubyck
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J IK0

This agreement made in duplicate this 1st day of October, 2019.

Between:

City of Temiskaming Shores

(Hereinafter called the "City")

And:

Kyle and Maria Overton

(Hereinafter called the "Tenant")

Whereas the City is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming as illustrated in Appendix 01, attached hereto and forming part of this by-law;

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

1. Leased premises

The City hereby demises and leases to the Tenant part of the City's Building known as the **Spurline Concession** containing a rentable area for concession operations of approximately Four Hundred square feet (400 ft²) in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing January 1, 2020 to December 31, 2024.

3. Rent

The Tenant shall pay the City Two Thousand Dollars (\$2,000) plus applicable taxes on the first day of each month of May, June, July, August and September during the term of the agreement (\$10,000 plus applicable taxes annually).

The City reserves the right to review and adjust the rental rate after the first year in relation to operational costs, more specifically electricity costs.

Rent is payable to the City of Temiskaming Shores. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0 unless some other method of payment is agreed to by the parties hereto.

4. Healthy Eating at Recreation Settings (HERS)

The Tenant shall support the promotion of affordable healthy options at municipal facilities by committing to the Healthy Eating at Recreations Settings (HERS) program as adopted by Council and any amendments thereto.

5. Tenant's Covenants

- a) Rent to pay rent;
- b) Insurance To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) Two million dollars (Canadian), inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof. Proof of insurance must be supplied to the City prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) Equipment that if the City owned equipment provided, as described in Appendix 2 as amended from time to time, becomes 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) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the City forthwith on demand;
- **d) Maintenance of Grease Interceptor** it is the responsibility of the Tenant to ensure the grease interceptor is properly maintained on a regular basis in accordance to Section 11.2 Food Related Grease Interceptors of By-law 2012-032, hereto attached and forming part of this agreement as Appendix 3.
- e) Repair to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the City to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- f) Cost of repair where Tenant at fault that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the City forthwith on demand;
- g) Assigning or subletting not to assign, sublet or part with possession of any part of the premises without leave of the City, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- h) Entry by City to permit the City or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall

not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the City shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- i) Indemnity to indemnify and save harmless the City against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- j) Alterations not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the City but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the City shall submit to the Tenant or the City's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the City; and
- **k) Use of Building -** the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

6. City's Covenants

The City covenants with the Tenant;

- a) Quiet enjoyment for the quiet enjoyment;
- **b) Taxes** to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) Electricity and water to pay for the electricity and water supplied to the premises;
- **d)** Refuse Collection The City <u>shall not</u> provide any additional refuse or recycling receptacles or collection specific to this operation;
- e) Structural soundness to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

7. Provisos

Provided always and it is hereby agreed as follows:

- a) Fixtures The City may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or City's fixtures in or upon the premises, whether placed there by the City or by the Tenant, shall be the Tenant's property without compensation therefore to the City 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 Tenant, instead of re-building or making the premises fit for the purpose of the City, may at its option terminate this lease on giving to the City 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 City is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the City shall immediately deliver up possession of the premises to the Tenant
- c) Damage to property The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the City or to the employees of the City or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other City;
- d) Impossibility of performance it is understood and agreed that whenever and to the extent that the Tenant 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 Tenant shall be relieved from the fulfillment of such obligation and the City shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.
- e) Default of City 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 City 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 Tenant 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 City in case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the City 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 City shall at any time be seized in execution or attachment by any creditor of the City or if the City 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 City is a company any order shall be made for the winding up of the City), then in any such case this lease shall at the option of the Tenant 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 Tenant may re- enter and take possession of the premises as though the City 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 City waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the City 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 Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the City, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the City, and receive the rent therefore, and as agent of the City 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 City shall be liable to the Tenant for any deficiency;
- i) Right of termination by the City The lease may be terminated for any valid operational reason;
- j) Right of termination by the Tenant the Tenant, in addition to all other rights, shall have the right to terminate this lease by providing sixty (60) days notice in writing of its intention, and thereupon rent and any other payments for which the City is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the premises;
- k) Notice 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 Tenant: The Owner:

Kyle & Maria OvertonCity of Temiskaming Shores105 Driftwood DriveP.O. Box 2050 / 325 Farr DriveNew Liskeard, OntarioHaileybury, OntarioP0J 1P0P0J 1K0

Attn.: Kyle or Maria Overton Attn.: Shelly Zubyck

8. 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 City 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.

9. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

Remainder of this page left blank intentionally

Signed and Sealed in) the presence of))))) Municipal Seal	Kyle and Maria Overton					
))	Owner/Operator – Kyle Overton					
))	Owner/Operator – Maria Overton					
Municipal Seal))	Corporation of the City of Temiskaming Shores					
)))	Mayor – Carman Kidd					
)))	 Clerk – David B. Treen					



Municipally Owned Equipment Included:

- ➤ Hot Dog machine
- ➤ Garland 36" counter top griddle
- > Stainless Steel counter stand for griddle
- ➤ Garland 2 basket Fryers (2)
- > Food Prep table with refrigeration 48"
- > Stainless Steal 3 bay sink
- 2 Door commercial refrigerator 60"
- > Single Door up right freezer
- > Wall Mounted Air Conditioning Unit

Section 11.2 of By-law 2012-032

11.2 Food Related Grease Interceptors

- 11.2.1 Every owner or operator of a restaurant in an industrial, commercial or institutional premise that prepares, cooks, or processes food products and is connected directly or indirectly to a sewer, shall install and maintain a properly functioning grease interceptor.
- 11.2.2 Every owner or operator of a grease trap required under section 11.2.1 shall ensure that every effort is taken to minimize or limit grease from entering the City's sanitary sewer system.
- 11.2.3 All new or replacement grease traps required under section 11.2.1 shall ensure that they are isolated from any discharge from a glass washer, dishwasher or any appliance which discharges hot water at a temperature greater than 65 C (degrees Celsius) but not a hot water tank.
- 11.2.4 The use of emulsifying degreasers to clean grease traps is prohibited.
- 11.2.5 The Director may order an owner or operator of a grease trap required under section 11.2.1 to undertake regular maintenance of the grease trap and to maintain a maintenance log to document when maintenance work is performed.
- 11.2.6 The owner or operator of a grease trap required under section 11.2.1 shall at all time ensure that all maintenance records required by way of an order are fully accessible to the Director of Public Works for the purpose of observing that proper maintenance practices are being followed.
- 11.2.7 Where the City is required to remove blockages of grease from a sanitary sewer and an inspection of any adjacent premises with a grease trap required pursuant to section 11.2.1 indicates that the grease trap is not functioning properly or is not being adequately maintained, the premises will be billed for the City's cost to unplug the sewer even if it is not possible to show that the premises caused the blockage. If the inspection shows that more than one premise has not maintained a grease trap the costs shall be split evenly between each premises.

The Corporation of the City of Temiskaming Shores By-law No. 2019-156

Being a by-law to authorize the execution of a Site Plan Control Agreement with the Temiskaming Shores Seniors Housing Corporation for 310 Grant Drive Roll No. 54-18-020-002-069.10

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 Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

And whereas the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2018-097 designating the City of Temiskaming Shores as Site Plan Control Areas;

And whereas Council considered Administrative Report No. CS-054-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with the Temiskaming Shores Seniors Housing Corporation for consideration at the October 1, 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:

- The Deputy Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with the Temiskaming Shores Seniors Housing Corporation for 310 Grant Drive, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
- 2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register Schedule "A" to this by-law; and
- 3. That this by-law takes effect on the day of its final passing; and
- 4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical,

gra	mma	tical	, semanti	cally or des	criptiv	e na	ture or ki	nd to	o the	by-law	and sch	edule
as	may	be	deemed	necessary	after	the	passage	of	this	by-law,	where	such
mo	difica	tions	s or corre	ctions do no	t alter	the	intent of	the b	ov-lav	Ν.		

Read a first, second and third time and finally passed this 1st day of October, 2019.

Mayor – Carman Kidd	 	
•		
Clerk – David B. Treen	 	



Schedule "A" to

By-law No. 2019-156

Site Plan Control Agreement

(Temiskaming Shores Seniors Housing Corporation)

This agreement, made in triplicate, this 1st day of October, 2019.

Between:

The Corporation of the City of Temiskaming Shores

325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0 (hereinafter called the "**City**")

And:

Temiskaming Shores Seniors Housing Corporation

135 Bruce Street, Haileybury, ON P0J 1K0 (hereinafter called the "**Owner**")

Whereas the City of Temiskaming Shores enacted Site Plan Control Area By-law No. 2018-097 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "**Act**");

And Whereas By-law No. 2018-097 also sets out policies for site plan control assurances;

And Whereas by an application dated on or about May 30, 2019, the Owner applied to the City for site plan approval in respect of its development described in Schedule "A";

And Whereas the Owner owns the property described as 310 Grant Drive; Dymond Concession 3 North Part of Lot 9; RP 54R-6021 Parts 3 and 4, RP 54R-6084 Parts 1-6;

Now Therefore in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

Conditions for Site Plan Control Agreement

This Agreement shall apply to the Lands, and to the development and redevelopment of the Lands.

The Owner covenants and agrees:

- 1. That no development or redevelopment will proceed on the Lands except in accordance with the Plans approved by the City pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more specifically identified in Appendix 1 to 18 inclusive attached hereto (collectively, the "Plans");
- 2. That the proposed buildings, structures and other works shown on the Plans with respect to the Lands shall be completed in conformity with the Plans;
- 3. To carry out all works in such a manner as to prevent erosion of earth, debris and

other material from being washed or carried in any manner onto any road or road allowance whether opened or unopened or onto the property of any other person or persons;

- 4. To provide and construct all stormwater management works and drainage of the Lands to the satisfaction of the City and the Ministry of Transportation (the "MTO") acting reasonably, as shown on the Plans; and further agrees to maintain same to the satisfaction of the City and the MTO;
- 5. To construct an entrance/exit in the locations as shown on the Plans to the satisfaction of the City;
- 6. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
- 7. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the MTO and the City's Public Works Department and Building Department;
- 8. That the City will be responsible for the extension of municipal water and sanitary sewer services from the mains on Grant Drive to the property line;
- 9. That all required work on the property in respect to municipal water and sanitary sewer must be carried out in accordance with City specifications, by a contractor approved by the City, at the expense of the Owner;
- That the Owner's engineer shall conduct testing of water and sanitary sewer services and confirm in writing to the Director of Public Works that testing has been completed to the satisfaction of the City;
- 11. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner's engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications.
- 12. That all entrances, exits and fire routes within the parking areas shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City acting reasonably, failing which the City shall notify the Owner in writing by registered mail and allow the Owner two (2) business days from receipt of the written notice to perform the required work. If the Owner does not complete the required work within two (2) business days the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all reasonable costs, by action or in like manner as municipal taxes (post project completion) as provided as taxes that are overdue and payable.

- 13. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within one (1) year of the issuance of an Occupancy Permit. That all work shown on the Plans that is legislated by Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
- 14. That all conditions as set out in the agreement and as shown on the Plans inclusive, shall be completed within two (2) years of the issuance of any building permit. All work shown on the Plans that is legislated by the Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
- 15. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$184,863.90 in Canadian Dollars by way of a certified cheque, cash or an irrevocable Letter of Credit to ensure the satisfactory performance of all work to be done on the subject lands, to ensure fulfilment of all terms and conditions of this Agreement.
 - (a) The Letter of Credit must be arranged such that draws may be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.
 - (b) Upon completion of all works and services required by this Agreement to the satisfaction of the City acting reasonably, the City shall return any deposit to the then owner of the property.
 - (c) Should the owner fail to comply with the terms and conditions of this agreement the City may undertake the required work. Should the owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.
 - (i) Should the cost exceed the amount of the deposit, the City will invoice the Owner for the additional amount.
- 16. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the Owner or its contractors, officers, servants or agents, provided such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence on the part of the Owner or its contractors, officers, servants or agents.
- 17. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.

- 18. That the Owner consents to the registration of this Agreement against the Lands by way of "Notice of Agreement" and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title.
- 19. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement.
- 20. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
- 21. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment.
- 22. The following Appendices are attached to this agreement:
 - Appendix 1 SITE PLAN; DRAWING #: C100; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
 - Appendix 2 SITE LAYOUT; DRAWING #: C101; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
 - Appendix 3 EXISTING CONDITIONS AND REMOVALS; DRAWING #: C102; DRAWN BY: JP; ISSUE D ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
 - Appendix 4 SITE SERVICING; DRAWING #: C103; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
 - Appendix 5 SITE GRADING; DRAWING #: C104; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
 - Appendix 6 TYPICAL SECTIONS AND DETAILS; DRAWING #: C105; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.

- Appendix 7 TYPICAL SECTIONS AND DETAILS; DRAWING #: C106; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 8 CONSTRUCTION NOTES; DRAWING #: C107; DRAWN BY: JP; ISSUE E ISSUED FOR TENDER 06/14/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 9 PARTIAL ELEVATIONS BLOCK A1; DRAWING #: A400; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 10 PARTIAL ELEVATIONS BLOCK A2; DRAWING #: A401; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 11 PARTIAL ELEVATIONS BLOCK A2; DRAWING #: A402; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 12 PARTIAL ELEVATIONS BLOCK B1; DRAWING #: A403; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 13 PARTIAL ELEVATIONS BLOCK C1 & C2; DRAWING #: A404; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 14 PARTIAL ELEVATIONS BLOCK C2; DRAWING #: A405; DRAWN BY: KG; ISSUE C ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 15 ELECTRICAL SITE PLAN LIGHTING; DRAWING #: E003; DRAWN BY: GB; ISSUE B ISSUED FOR SITE PLAN APPROVAL 03/05/19; TEMISKAMING SHORES SENIORS HOUSING CORP.
- Appendix 16 REVISED ENTRANCE LAYOUT; DRAWING #: SKC0-1; DRAWN BY: CT; PLOT DATE: Thursday September 12, 20193:12:13PM; TEMISKAMING SHORES SENIORS HOUSING CORP. (the configuration of the entrance and fire hydrant

location shown on this drawing supersedes the locations of these installations shown on other drawings included in this agreement)

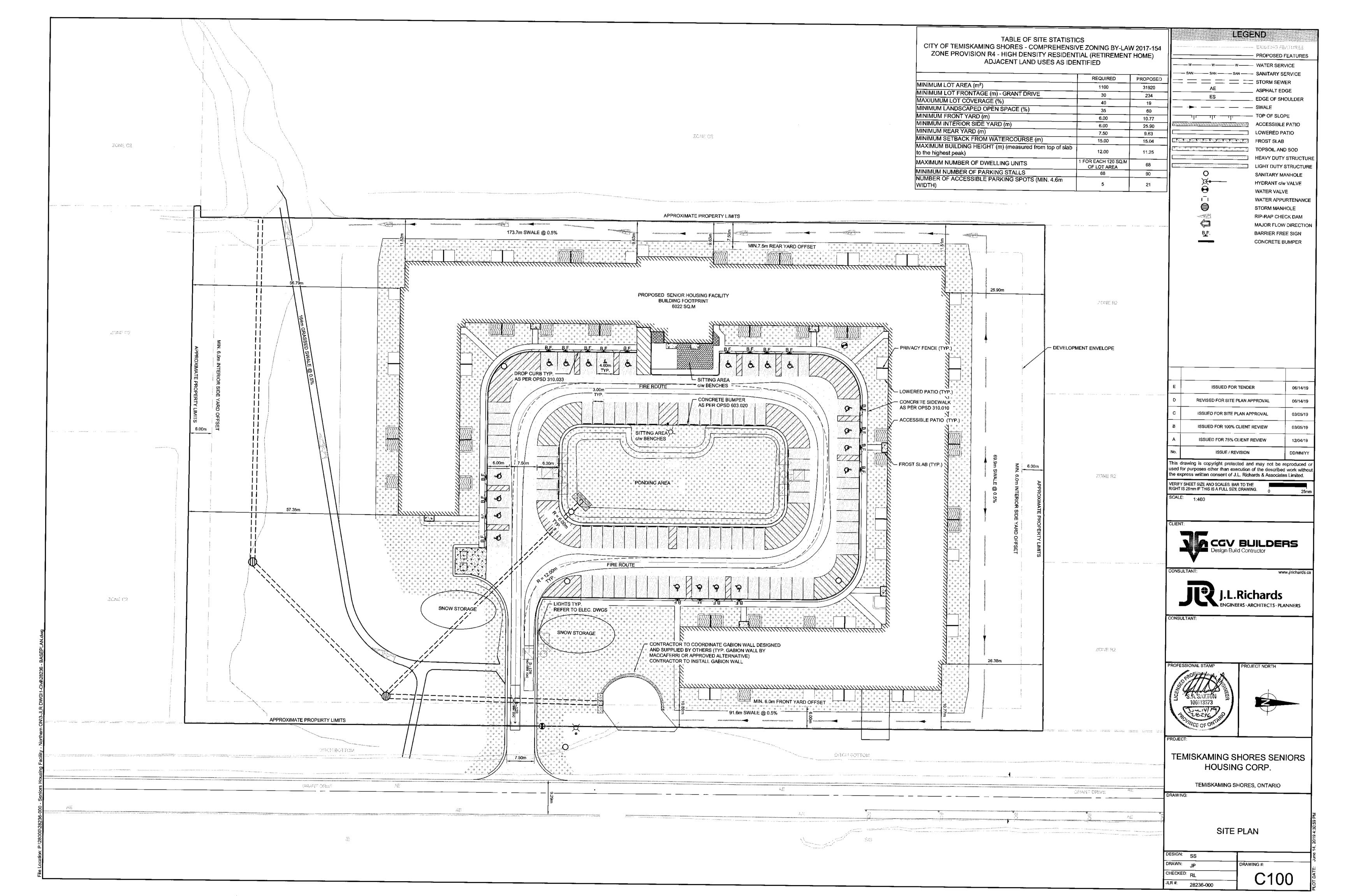
- Appendix 17 Traffic and Parking Brief Temiskaming Shores Non-Profit Housing Corporation (TSN PHC) Grant Drive Seniors Housing Development (for CGV Developments); From: Steve Saxton, P.Eng.; Date: May 3, 2019
- Appendix 18 Site Servicing and Stormwater Management Report Grant Drive Seniors Residence (CGV Developments); Revision: 2; August 2, 2019; Prepared by: Steve Saxton, P.Eng. Senior Civil Engineer; Reviewed by: Bobby Petigrew, M.Eng., P.Eng. Senior Water Resources Engineer

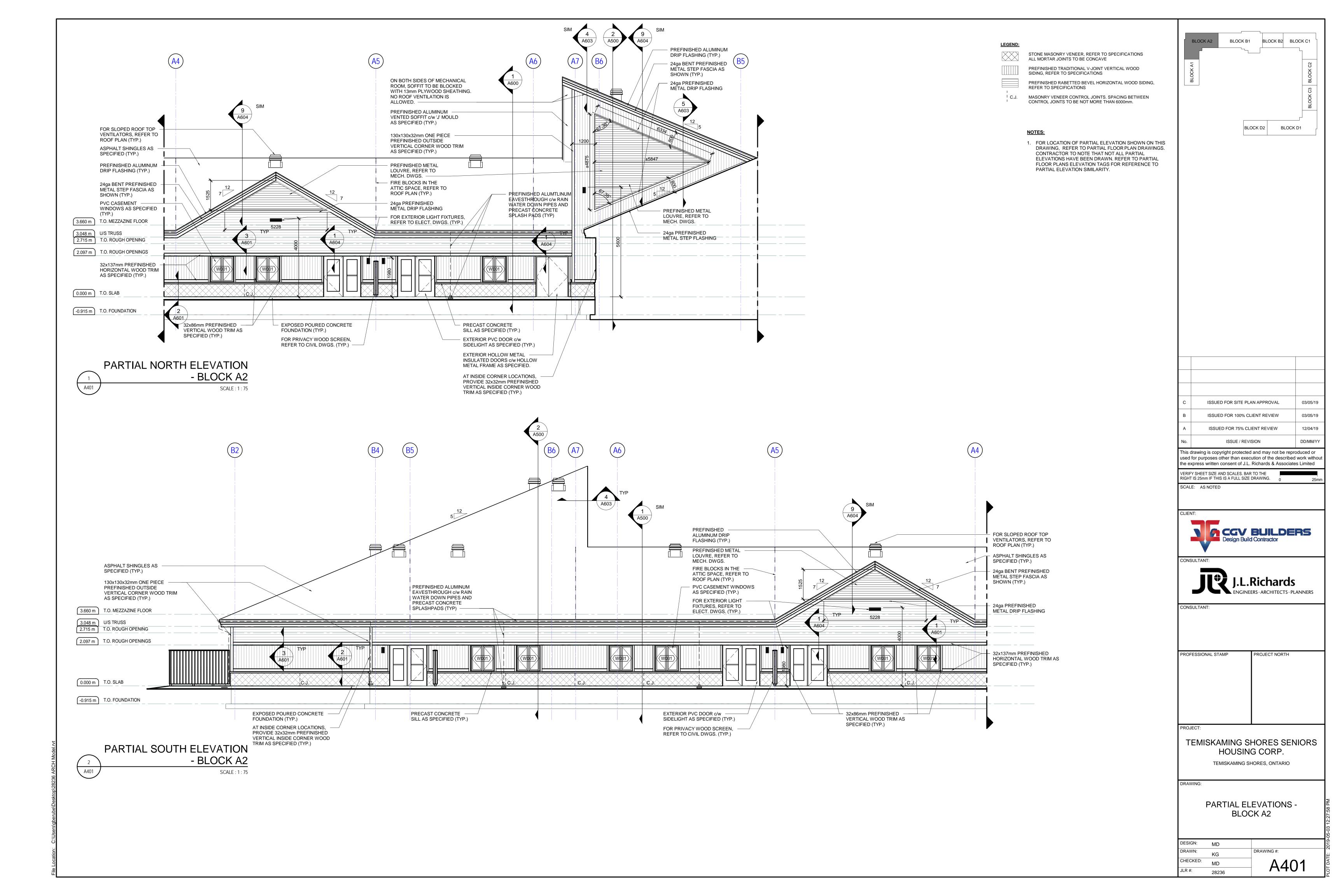
This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

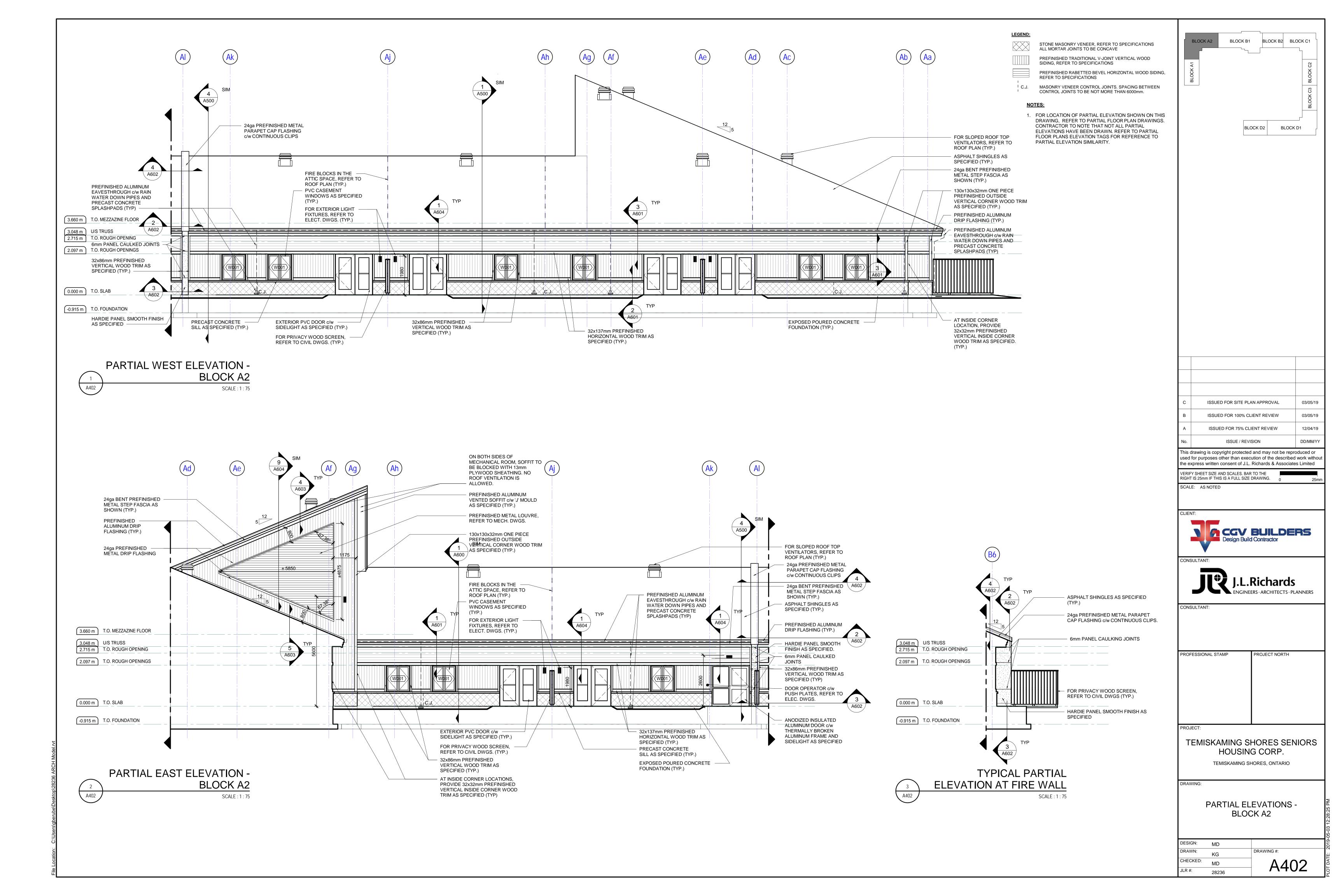
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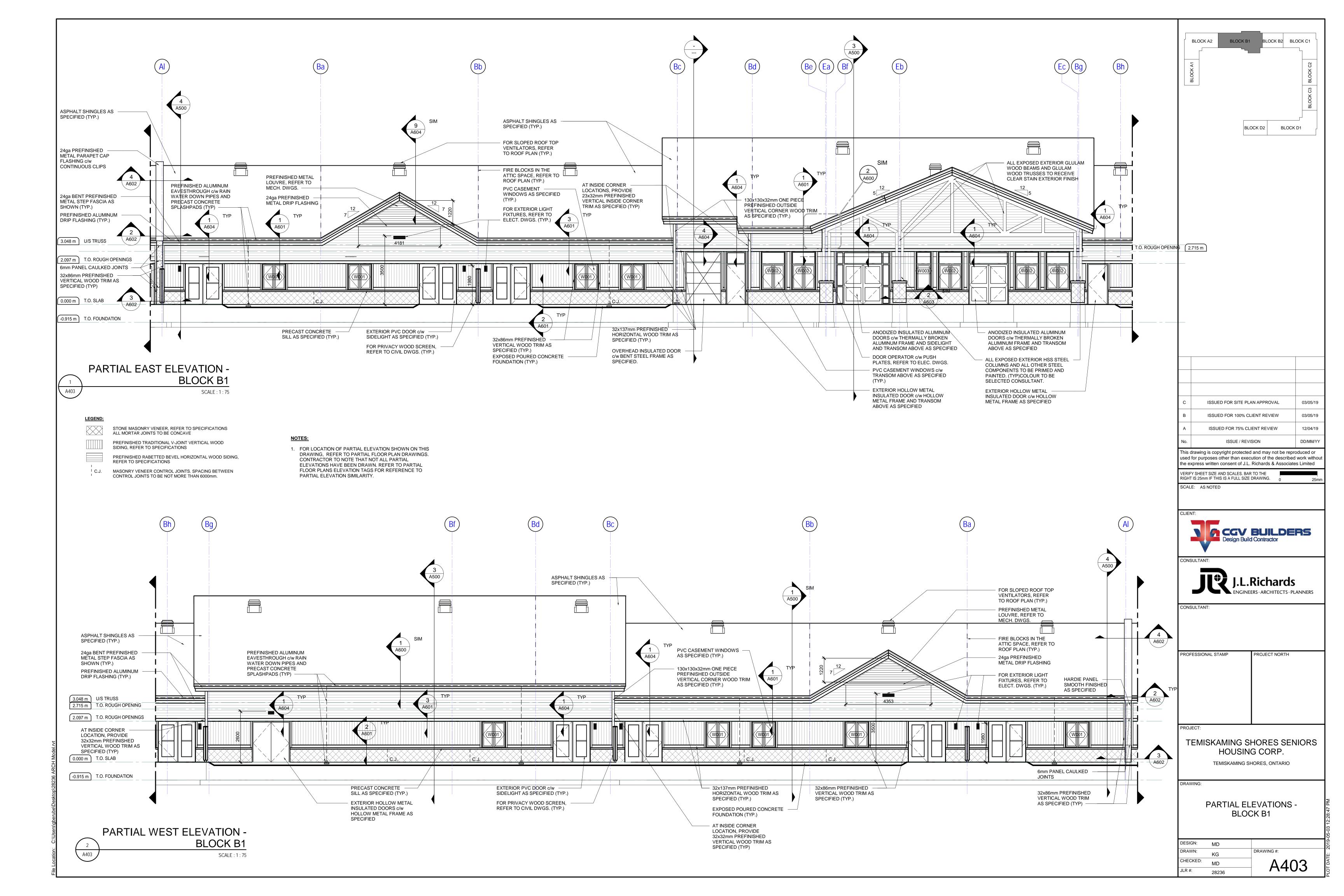
In witness whereof the parties have executed this Agreement the day and year first above written.

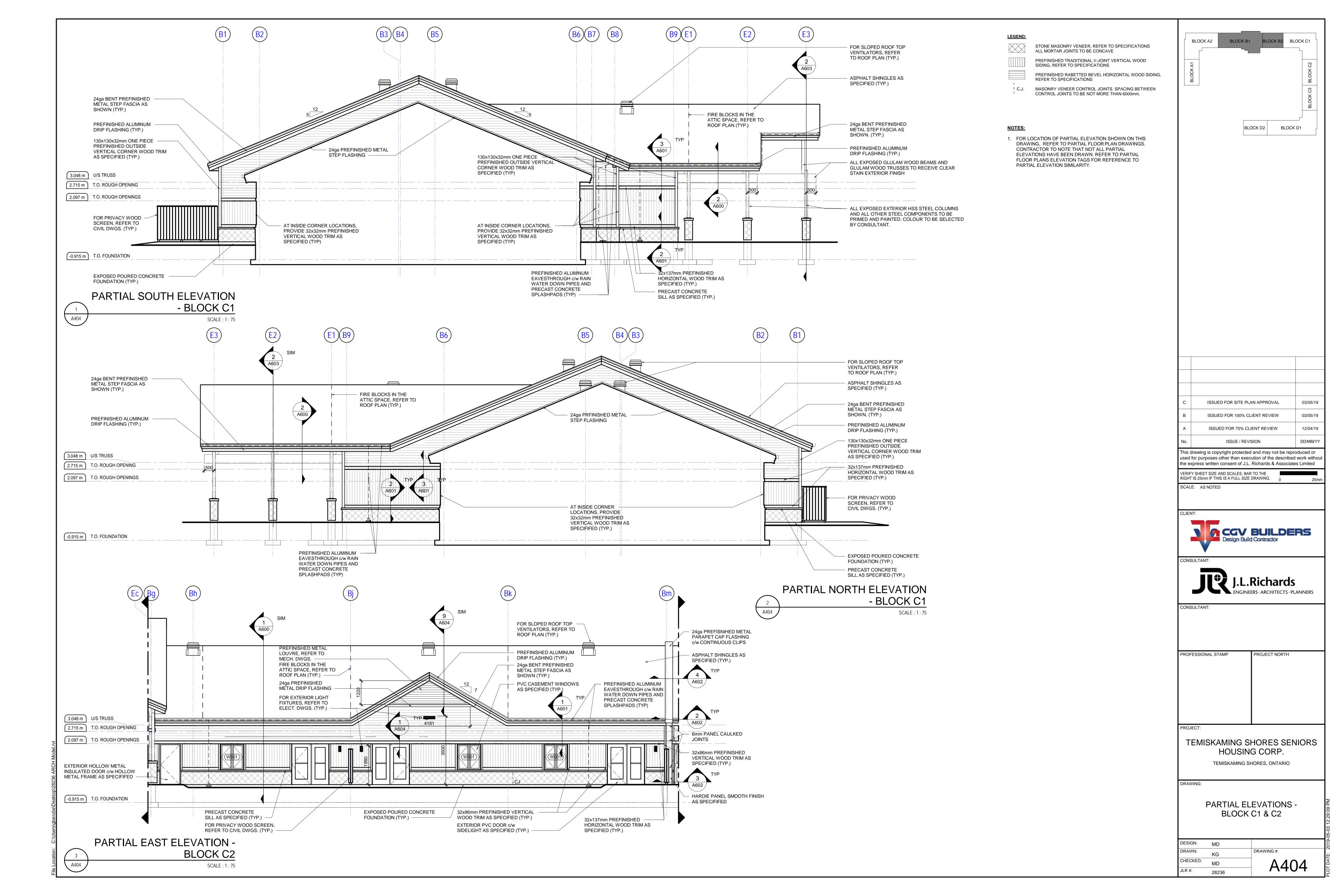
Signed and Sealed in)	Temiskaming Shores Seniors Housing Corporation	
the presence of)	• •	
))	Signature Name:	
)))	Title:	
)	Witness - Signature Print Name:	
ý	Title:	
) Municipal Seal)	Corporation of the City of Temiskaming Shores	
)))	Deputy Mayor – Doug Jelly	
)		
)	Clerk – David B. Treen	

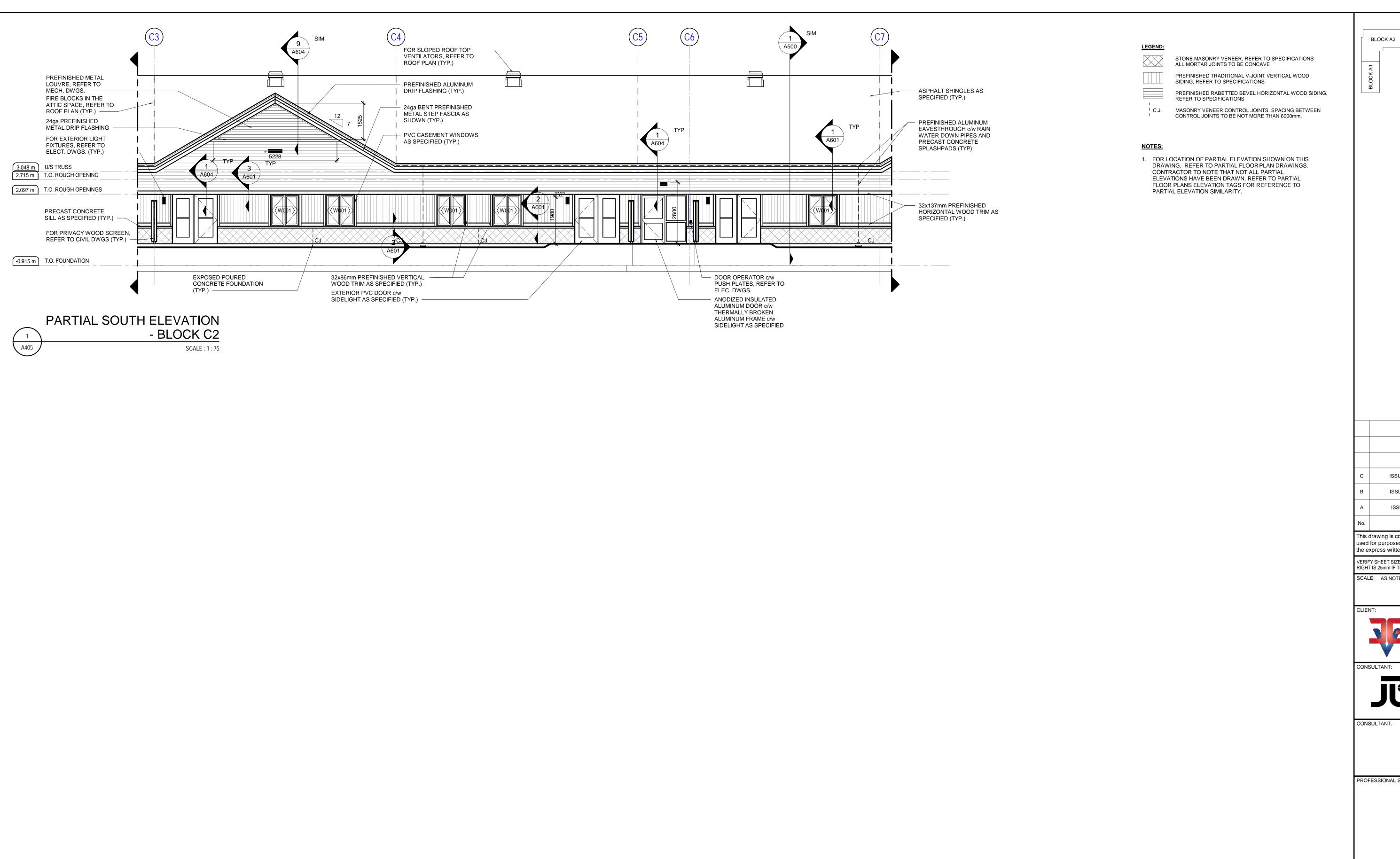












BLOCK B1 BLOCK B2 BLOCK C1 BLOCK D1 BLOCK D2

ISSUED FOR SITE PLAN APPROVAL 03/05/19 ISSUED FOR 100% CLIENT REVIEW 03/05/19 ISSUED FOR 75% CLIENT REVIEW 12/04/19 DD/MM/YY ISSUE / REVISION

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VERIFY SHEET SIZE AND SCALES. BAR TO THE RIGHT IS 25mm IF THIS IS A FULL SIZE DRAWING.

CGV BUILDERS
Design Build Contractor



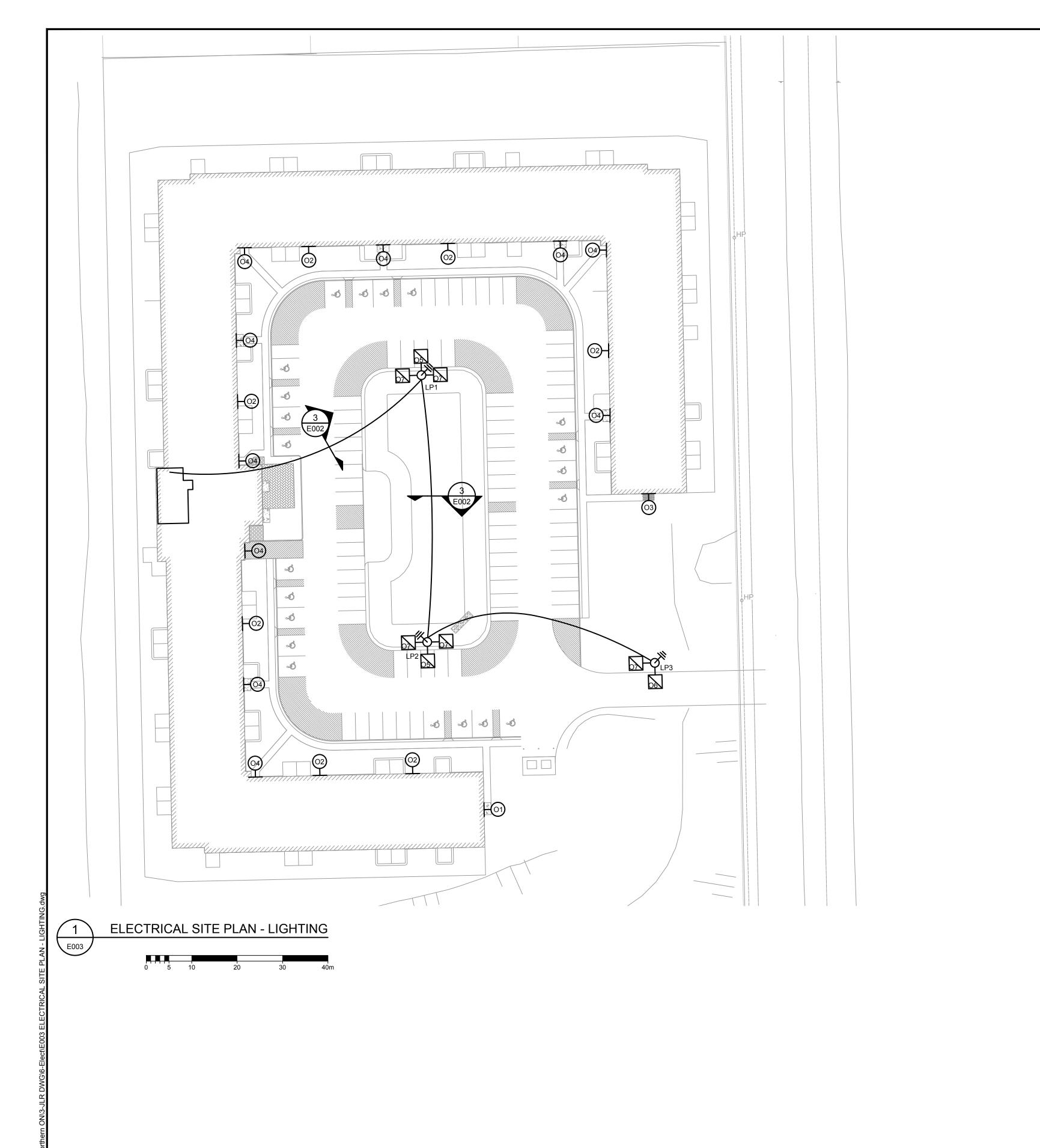
PROFESSIONAL STAMP PROJECT NORTH

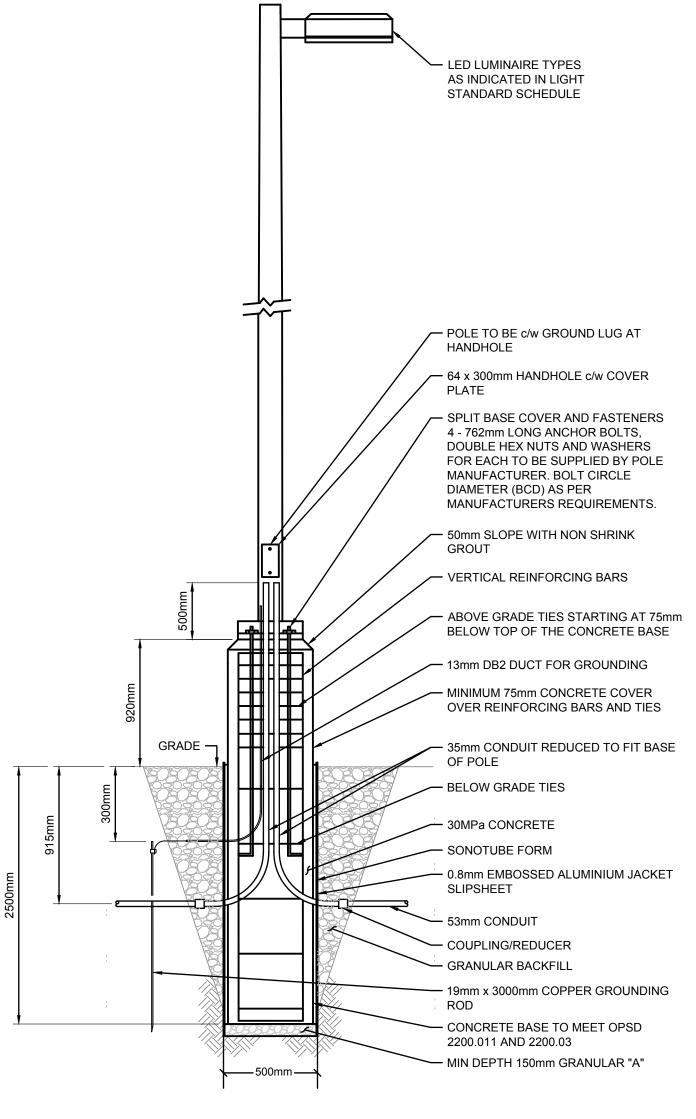
TEMISKAMING SHORES SENIORS HOUSING CORP.

TEMISKAMING SHORES, ONTARIO

PARTIAL ELEVATIONS -BLOCK C2

DRAWING #: KG CHECKED: A405





LIGHTING POLE GENERAL NOTES:

- A. ALL FIXTURE POLES TO HAVE INTEGRAL FUSING.
- B. ALL UNDERGROUND WIRING TO BE AS PER OPSD STANDARD DRAWINGS AND SPECIFICATIONS.
- C. ALL ROAD CROSSINGS ARE TO BE AS PER OPSD STANDARD DRAWINGS AND SPECIFICATIONS.
- D. ALL DIRECT BURIED CONDUIT TO BE AS PER OPSD STANDARD DRAWINGS AND SPECIFICATIONS.
- E. PROVIDE GROUND RODS ON POLES AS INDICATED.
- F. LUMINAIRE, POLE, OTHER MOUNTING BRACKETS AND BASE COVER TO BE FINISHED AS PER
- G. PROVIDE COUPLINGS AND REDUCERS AS REQUIRED TO ACCOMMODATE VARIOUS PIPE SIZES AND TYPES BACK TO SERVICES.
- H. FOR INSTALLATION, THESE STANDARDS ARE TO BE READ IN CONJUNCTION WITH MANUFACTURER INSTALLATION INSTRUCTIONS AND OPSD 2100.05, 2101.01, 2200.011, 2200.01, 2200.03 AND 2215.02.
- I. ALL GROUND WIRING TO BE MINIMUM #6AWG GREEN INSULATED RWU. GROUND WIRE WILL NEED TO BE UPSIZED BASED ON CIRCUIT WIRE SIZE.

POLE#	POLE HEIGHT	FIXTURES	CIRCUIT NUM.
LP1	25'	1 - O5 2 - O7	XX-X-X
LP2	25'	1 - O5 2 - O7	XX-X-X
LP3	25'	1 - O6 1 - O7	XX-X-X





В	ISSUED FOR SITE PLAN APPROVAL	03/05/19
А	ISSUED FOR 75% CLIENT REVIEW	12/04/19
No.	ISSUE / REVISION	DD/MM/Y

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VERIFY SHEET SIZE AND SCALES. BAR TO THE RIGHT IS 25mm IF THIS IS A FULL SIZE DRAWING.

SCALE: AS SHOWN

CONSULTANT:

PROFESSIONAL STAMP



TEMISKAMING SHORES SENIORS HOUSING CORP.

TEMISKAMING SHORES, ONTARIO

ELECTRICAL SITE PLAN - LIGHTING

DESIGN: GB DRAWN: GB CHECKED: NR E003 JLR #: 28236-000

JLR No.: 28236 Client No.: 201823

Page 1 of 1



J.L. Richards & Associates Limited 834 Mountjoy Street S, PO Box 10

Timmins, ON Canada P4N 7C5

Tel: 705 360 1899 Fax: 705 360 1788

SUPPLEMENTAL INSTRUCTION NO. 2

Project:

Temiskaming Shores Seniors Housing Corp. - Seniors Housing Facility

Client:

CGV Developments 56 Connaught Ave Cochrane, ON P0L 1C0 Contractor:

CGV Builders

56 Connaught Ave Cochrane, ON POL 1CO

The following instructions are provided to augment and/or clarify the intent of the contract documents only. The instructions do not authorize or imply acceptance of modifications to the contract price or contract schedule.

Re: **Revised Entrance Layout**

- 2.1 Maintain existing hydrant and valve as per attached sketch SKC00-1.
- 2.2 Shift entrance to seniors housing south by 2.0m as per attached sketch SKC00-1.

Note: Proceeding with work in accordance with these instructions indicates the Contractor's acknowledgment that there will be no change in contract price and contract schedule.

Issued on:

September 12, 2019

Attachments:

Distribution:

SKC00-1 Revised Entrance

Layout

Michel Vezeau

Bobby Vezeau Alan Bodimeade Michel Brousseau

Georges Quirion Marc Deshaies Tauno Ranta Patrick Dionne Steve Saxton

Christopher Timpson

By:

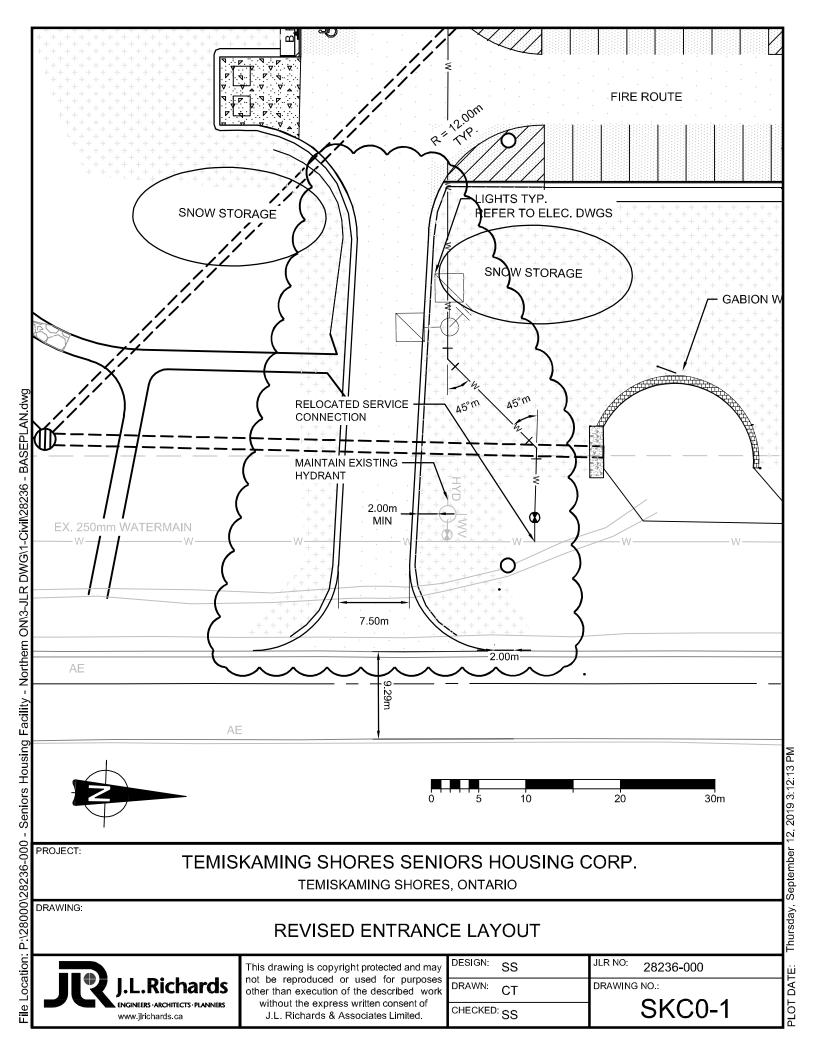
Steve Saxton, P. Eng.

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MEMORANDUM



J.L. Richards & Associates Limited 834 Mountjoy Street S, PO Box 10 Timmins, ON Canada P4N 7C5

Tel: 705 360 1899 Fax: 705 360 1788

Page 1 of 5

To:

FILE

Date:

May 3, 2019

JLR No.:

28236

CC:

From: Steve Saxton, P.Eng.

Re:

Traffic and Parking Brief - Temiskaming Shores Non-Profit Housing Corporation (TSN PHC) - Grant Drive

Seniors Housing Development (for CGV

Developments)

The purpose of this memorandum is to provide a summary of the findings from the Paradigm Transportation Solutions Limited (Paradigm) report for the "Proposed Extension of Grant Drive – Transportation Impact Study (January 2019)" in relation to the proposed Seniors Housing Development on Grant Drive in the City of Temiskaming Shores (New Liskeard), Ontario.

Site specific information is provided for anticipated trip-generation rates and parking requirements at the proposed development.

Proposed Development

The proposed development is located west of Grant Drive and south of Drive-in Theatre Road in the Dymond area of the northern portion of New Liskeard. The property is legally described as Part of the north ½ of Lot 9, Concession 3, Geographic Township of Dymond, City of Temiskaming Shores, District of Temiskaming. The site location is shown in **Figure 1** below.



Figure 1 - Google Earth image with site outline superimposed

Page 2 of 5

The proposed new Seniors Housing Development is planned as a single-storey wood framed building with a grassed courtyard (**Figure 2**). Besides independent living units, the complex includes some common interior spaces and a centralized entrance. The building is approximately 5,900m² (63,600 sq.ft.) with 32 one-bedroom units and 36 two-bedroom units (68 units total) intended to accommodate up to 104 residents.



Figure 2 - Conceptual Rendering of the Seniors Housing Development

The subject property is approximately 3.2 hectares (ha) in area and is currently vacant land covered in field grasses. Surrounding lands are predominantly residential to the North and commercial to the West. An area of undeveloped lands are located to the west of Grant Drive. The nearest higher capacity road is Highway 11 which is accessed via Drive-in Theatre Road north of the subject property. The property is also accessible to the south via Wilson Avenue to the commercial district located on Highway 65.

Summary of Paradigm's Assessment of Grant Drive

Paradigm completed a Transportation Impact Study (TIS) for the proposed extension of Grant Drive between Wilson Avenue and a yet to be approved public intersection located along Provincial Highway 65E (south of the proposed Seniors Housing Development). The purpose of the study was to assess how the proposed extension could address existing and potential traffic issues now and into the future given the additional traffic expected due to general background growth and planned developments in the study area and operational analysis of the potential impacts. A number of additional planned developments within their study area were included in the analysis other than the proposed Seniors Housing Development (shown as location #5 on **Figure 3** below). Planned developments were indicated by their anticipated construction horizons.

Paradigm's analysis categorized the Seniors Housing Development as a residential building containing 68 units with ITE LUC 220 (low-rise multi-family) utilized to calculate trip generation.

Page 3 of 5



Figure 3 – Developments Assessed by Grant Drive TIS (Paradigm)

Table 1 – 2020 Horizon Trip Generation (Paradigm)

Unit of Units/

AM Peak Hour

		A STATE OF THE STA	Meseure	GFA	Rate	la	Out	Total	Flate	in i	Out	Total	
	Sant of	820 - Nursing Home	Beds	148	0.17	18	7	25	0.22	11	22	33	
		7	otal Grani	Drive		10	7	25		-11	22	33	
e:	C is	LUC 210 - Single Family Detached	afinU	8	0.74	1	5	6	0.99	6	3	8	
		Total	251 Grant	t Drive		1	5	6		6	3	8	
	8	LUC 846 - Automobile Salas (New)	GFA	12,000	1.87	te	6	22	FCE1	17	26	43	
	E Bitm	LUC 934 - Fast-Food Restaurant w Drive-Thru	GFA	2,500	40,19	51	49	100	32.67	42	40	82	
55000000	Z.		Passby		49%	25	24	49	50%	21	20	41	
PROPOSED SENIORS	1000	LUC 948 - Automated Car Wesh	Baye	1	: <u>:</u> €0:	0	0	0	77.50	39	3/9	78	
HOUSING		Total 58337 Highway 65				42	31	73		77	96	162	
	Highway 85	LUC 712 - Small Office Building	GFA	8,930	1.92	13	3	16	2.45	6	14	20	
		Total	251 Grant	Drive		13	3	16			14	20	
	o gan	LUC 220 - Multifamily Housing (Low-Rise)	Units	69	FCE2	8	25	33	FCE ³	26	18	42	1
		T	otal Grani	Drive		8	25	33		29	16	42	J
			Total New	r Trips		107	96	202		146	180	308	
		Total Pose-by Trips				25	24	40		21	20	41	
		Total Not New Trips				82	71	163		126	140	265	
				1 T = 1,8	O(x) + 2	1.60		4					

 $^{^{2}}$ Inft) = 0.95°In(x) - 0.51

 $^{^{9} \}ln(t) = 0.89^{\circ} \ln(x) - 0.02$

May 3, 2019 JLR No.: 28236



Page 4 of 5

Paradigm determined 33 AM peak hour trips and 42 PM peak hour trips for the development corresponding to 0.48 AM and 0.62 PM peak hour trip rates (per unit – of 68 units). The total number of peak hour trips were 202 AM and 306 PM for all 2020 horizon developments indicating the Seniors Housing Development would amount to 14-16% of total trips in the 2020 horizon year with this percentage decreasing as the 2025, 2030 and beyond developments were constructed.

The results of Paradigm's overall assessment indicate:

- "Most of the study area intersections are projected to operate at acceptable levels of service during both peak hours for the <u>without and with Grant Drive extension scenarios</u>. With lower traffic volumes, lesser overall intersection delays are projected for the AM peak hour for both scenarios than the PM peak hour." [Some movements at nearby intersections will require remedial measures to meet forecast future demand.]
- "The proposed Grant Drive extension would improve traffic operations during both the AM and PM peak hours on the study area road network but would not alleviate the need for the remedial measures noted above."
- "The without and with proposed Grant Drive extension scenarios are relatively similar from a traffic operations
 perspective, with additional remedial measures required for both. They provide similar levels of service and delay
 throughout the network, with minimally improved intersection operations with the extension of Grant Drive."
- "No individual development within or near the study area triggers the need for mitigation measures on its own. It is
 the aggregate growth projected for the area that causes the need for improvements, assuming the developments
 noted occur as planned and reach their full potential as contemplated for this analysis."

Commentary on Traffic Impacts from the Proposed Seniors Housing Development

As it pertains to the proposed Seniors Housing development, it can be asserted that the trips generated by this development are not substantial on their own or as part of the overall anticipated long-term development in the area. Furthermore, the small number of trips generated by the Seniors Housing Development amount to a likewise very small portion of the total trips that will necessitate remedial measures in the area at a future date.

It is noted that the peak hour trip generation rates used by Paradigm may also be considered conservative since the Institute of Transportation Engineers (ITE) suggests rates for "Senior Adult Housing - attached" (LUC 252) the AM Peak Hour trip per dwelling unit is 0.20 and PM is 0.25. This is roughly half of what was used in the assessment. This provides further rationale for the low traffic impact.

In addition, a study presented to ITE indicated that peak hour rates for Seniors Housing may even be as low as 0.164 AM to 0.247 PM per dwelling unit. (S.B. Corcoran, P.E., presented at the 66th Annual Meeting of ITE) The study stated that compared to other residential land-uses, senior developments generate significantly less traffic on a per unit basis. The same study also indicated that the peak parking demand at most senior facilities occurred midday with an average peak demand of 0.40 vehicles per dwelling unit for residents, employees, and visitors.

It is expected that the majority of drivers exiting and entering the proposed development will be travelling to and from the south via Highway 65, either to the commercial corridor or commuting to the central New Liskeard area. Traffic turning into and out of the Seniors Housing Development onto Grant Drive do not require protected turning movements at this time. Sight lines are not impeded and grade landings to Grant Drive are to be set to ensure that a maximum of 1-3% gradient at least 3m into the property with a maximum gradient of up to 4% for further ramping within 3m and 6m into the property.

Parking

The City of Temiskaming Shores Zoning Bylaw 2017-154 instructs that, for retirement homes, parking requirements are 4 spaces plus 0.5 spaces for each of the first 30 guest rooms plus 0.25 spaces for each additional guest room. At 68 guest rooms, the minimum prescribed required parking is therefore 4+(0.5)(30)+(0.25)(38) = 29 spaces. The development is

Page 5 of 5

proposing at least 90 spaces such that there will be 12 available for employees, 68 for residents (one per unit) and 10 for guests. This provides ample onsite parking. The minimum number of accessible parking spots required by Zoning By-law 2012-101 is 3. Since the development is providing 21 accessible units, of the 68 spots allocated for residents, 21 will be accessible.

Summary

The traffic analysis undertaken by Paradigm indicates that, including planned developments around the Seniors Housing Development, intersections around the study area will provide an acceptable level of service even without the contemplated Grant Drive Extension. Some movements at nearby intersections will eventually require remedial measures to meet forecast future demand. However, no single development (ie. Seniors Housing Development) will trigger the need for mitigating measures on its own.

The trips generated by this development are not substantial on their own or as part of the overall anticipated long-term development in the area and they amount to a very small portion of the total trips that will necessitate remedial measures in the area at a future date.

The peak hour movements attributed to the Seniors Housing Development as part of the Paradigm assessment are conservative and traffic into and out of the development does not require protected movements at this time. Depending on future traffic volumes on Grant Drive, protected movements may be required in the future as the surrounding lands are developed. The access to Grant Drive will provide a landing with acceptable sight lines. Ample and accessible parking is provided for the development.

J.L. RICHARDS & ASSOCIATES LIMITED

Prepared by:

Steve Saxton, P.Eng. Senior Civil Engineer

SS:ss

JLR No.: 28236-000 May 13, 2019

Revision: 1

Site Servicing and Stormwater Management Report

Grant Drive Seniors Residence (CGV Developments)



Table of Contents

1.0	Intro	duction	1
_	1.1	Site Description and Background	
	1.2	Proposed Site Plan, Building Configuration and Zoning	
	1.3	Existing Conditions, Infrastructure and Generalized Site Topography	
2.0	Desi	gn Criteria	
3.0		er Supply	
	3.1	General	
	3.2	Design Flow Parameters	
	3.3	Water Demands	
	3.4	Fire Flow Requirements	
4.0	Sani	tary Sewer System	
	4.1	General	
	4.2	Design Flow Parameters	
	4.3	Peak Sanitary Flow	
5.0	Drair	nage and Stormwater Management	
	5.1	Ğeneral	
	5.2	Proposed Stormwater Servicing Approach	
	5.3	Design Criteria	
	5.4	Modeling Approach	
	5.5	Simulation results	
	5.6	Post-Development Flow (Quantity Control)	12
	5.7	Overall System Performance	
	5.8	Erosion and Sediment Control	16
6.0	Utiliti	es	17
7.0	Cond	clusions	18
List	of A	ppendices	

Appendix A	Legal Survey
Appendix B	Topographic Survey
Appendix C	As-constructed Plan and Profile of Grant Drive
Appendix D	Hydrant Test Results (EXP)
Appendix E	Water Demands and FUS Calculation
Appendix F	Sanitary Sewer Calculations
Appendix G	Storm Calculations and Figures

List of Drawings

Drawings C100 through C107 Pre-Construction Drawing Set

1.0 Introduction

J.L. Richards & Associates Limited (JLR) has been retained by CGV Developments to proceed with detailed design of municipal infrastructure for the development of a proposed Seniors Residence in New Liskeard (City of Temiskaming Shores), Ontario.

This Site Servicing and Stormwater Management (SWM) Report outlines the design objectives and criteria, servicing constraints and strategies for developing the subject lands with water, sanitary and stormwater management services. This report also includes suggested control measures to mitigate erosion and sedimentation control during construction operations.

1.1 Site Description and Background

The proposed Seniors Residence is located within the limits of the City of Temiskaming Shores near the Dymond area of New Liskeard. It will be accommodated in a single storey wood framed building with no basement level surrounded by a grassed courtyard with adequate parking for residents and staff.

JLR has assembled relevant supporting information for the proposed development west of Grant Drive and south of Drivein Theatre Road, located in Temiskaming Shores, Ontario. The legal description of the land is known as Part of the North ½ of Lot 9, Concession 3, Geographic Township of Dymond, City of Temiskaming Shores, District of Temiskaming (Appendix A). The site is location is shown on **Figure 1**.



Figure 1 – Google Earth image with site outline superimposed

The subject property is approximately 3.2 hectares (ha) in area and is currently vacant land covered in field grasses. There is limited topsoil on site overlying silty-clay / clayey-silt native soils. Upgradient lands drain towards the subject property and a 1200mm diameter corrugated steel pipe (CSP) culvert has been installed that transects the site from northeast to southwest. Development of the subject property proposes to re-route the culvert to accommodate the building footprint.

Surrounding lands are predominantly residential to the North and commercial to the West. An area of undeveloped lands are located to the west of Grant Drive. Nearby access to major transportation routes such as Highway 11 (Trans-Canada Hwy) and Highway 65 (Direct access to New Liskeard to the south) is via Drive in Theatre Road (north) and Grant Drive (south) respectively, both accessed from subject property frontage on Grant Drive.

1.2 Proposed Site Plan, Building Configuration and Zoning

The subject site and proposed development includes one single storey residential complex intended as a senior's residence (**Figure 2**). Besides the independent living units, the complex includes some common interior spaces and a centralized entrance. The building is proposed as approximately 5,900 m² (63,600 sq.ft.) on a single storey with 32 one-bedroom units and 36 two-bedroom units (68 units total) intended to accommodate up to 104 residents.

It is important to note that 21 of the 68 units will be designated barrier-free and common spaces (from parking areas through to the units) will also be barrier free.



Figure 2 – Conceptual Rendering of the Seniors Housing Development

The subject property is currently zoned C2 – Highway Commercial as indicated on Schedule D3 of the City of Temiskaming Shores Zoning By-Law 2017-154. A long-term care home is not a current permitted use, as such, a zoning by-law amendment to R4- Residential is being pursued in order to permit this use.

1.3 Existing Conditions, Infrastructure and Generalized Site Topography

This report is prepared with sufficient details to demonstrate that the site can be supported by the existing municipal infrastructure on Grant Drive and surrounding the site.

Existing Ground Cover and Generalized Topography

- The existing site is currently undeveloped and covered with a variety of vegetation (field grasses) and a minimum amount of tree/shrub cover.
- The existing ground is generally flat and low-lying from surrounding properties and roadways. The site generally slopes from north to south at a 1-2% equating to a grade change of about 2.5m across the site. A topographic survey was conducted for the project and is included in **Appendix B**.

Generalized Soil Description

- A geotechnical investigation (available under separate cover) including field, boreholes and laboratory testing programs has been completed. In general, topsoil cover is generally thin (30mm) overlain by cohesive native soils composed of clayey-silt and/or silty-clay.
- In the vicinity of the existing culvert, cohesive fill was found with up to 150mm topsoil.
 The groundwater table is seasonally variable with higher levels (0.4m below grade) observed in some locations during wet weather conditions and lower levels occurring during dry weather conditions.

Watermain

• An existing 250mm diameter PVC watermain (early 90s) is located along the west side of Grant Drive in the boulevard near the subject property line. (Appendix C)

Sanitary Sewer

• An existing 200mm PVC Sanitary Sewer is also located along the west side of Grant Drive in the boulevard between the watermain and the subject property line. (Appendix C)

Storm and Drainage

 The site is low-lying in relation to surrounding lands and an existing 1200mm diameter culvert transects the property to convey local stormwater flow from northeast to southwest across the property.

- On site drainage is by sheet flow following the site topography from northeast to southwest, generally in the same direction as the underlying culvert.
- A roadside ditch along the west side of Grant Drive conveys water towards the 1200mm diameter culvert inlet.

2.0 Design Criteria

This report is intended to assess and report on servicing requirements for the project such that projected demands are met and any design constraints are taken into consideration. Municipal and Provincial design standards and guidelines are to be followed.

The following engineering standards and guidelines have been consulted:

- City of Temiskaming Shores Site Plan Control Application
- Design Guidelines for Drinking Water Systems, prepared by the Ontario Ministry of Environment, 2008
- Design Guidelines for Sewage Works, prepared by the Ontario Ministry of Environment, 2008
- Stormwater Management Planning and Design Manual, prepared by the Ontario Ministry of the Environment, 2003
- Drainage Management Manual, prepared by the Ontario Ministry of Transportation (1997)

3.0 Water Supply

3.1 General

There is an existing 250mm watermain along Grant Drive fronting the project site. It is assumed that the site does not have a service connection to the property line as none are shown on the as-constructed drawings (**Appendix C**) and a service saddle will need to be installed to supply the site.

There are a number of fire hydrants located along Grant Drive all of which are proposed to be maintained. The existing hydrants are not within 90m of all building faces. Therefore, an additional hydrant centrally located on the property has been proposed.

Hydrant records were received from the City's consultant engineer. The closest hydrant to the site, described as "Grant Dr. north of the S curve corner" was referenced to determine existing hydrant flow capacity. It was determined that this hydrant currently has a rated flow of

approximately 46 L/s (720 USGPM) at 138kPa (20psi) available from the watermain. This is calculated from a reported flow of 710 USGPM at a residual pressure of 21psi. Hydrant data is included in **Appendix D.**

Accordingly, the watermain currently has a relatively low flow capacity.

The Grant Drive watermain is fed both from the north and south (looped via Highway 11 and 65.

A 200mm water service connection to the existing 250mm watermain on Grant Drive is proposed to service both a hydrant located within the central courtyard of the development and continuing to service the building domestic demands via a 100mm service.

The MECP requires the water supply system to be assessed at the critical locations including; peak hour flow, maximum day, and maximum day plus fire flow demand. MECP requires the system to maintain an operating pressure of 280-700 kPa (40-100 psi) under peak flow conditions and 138 kPa (20 psi) under maximum day plus fire flow conditions.

3.2 Design Flow Parameters

The following design parameters are used in the water demand calculations:

Water Demand Analysis – Residential

Average Day Flow Rate: 350 L/cap/day

Max Day Factor
 Peak Hour Factor
 Minimum Day Factor
 2.75 x Average Day Demand
 4.25 x Average Day Demand
 0.5 x Average Day Demand

• Population (resident) Bedroom units = 32 one bedroom + (2x) 36

two bedroom = 104

Population (est. staff compliment) 20Population (total) 124

Fire Flow Requirement

 Fire Flow Calculations: Fire Underwriters Survey Method (FUS 1999) & OBC Office of the Fire Marshal (TG-03-1999)

3.3 Water Demands

Water consumption for the proposed development was determined using daily and peak hour water demands and are shown in **Table 1** below:

Available flow, as indicated above from the 250mm watermain on Grant Drive was 46 L/s. As such, the normal operating conditions are below these limits and therefore domestic consumption demand can readily be met by the existing watermain.

Table 1 – Calculated Water Demands

Population	Average Daily Demand (L/s)	Maximum Day Demand (L/s)		Minimum Day Demand (L/s)
124	0.50	1.38	2.13	0.25

3.4 Fire Flow Requirements

Fire flow requirements for the building were estimated using the Fire Underwriters Survey (FUS) Method as well as the Office of the Fire Marshal (OBM) Method . **Appendix E** contains detailed calculations of these calculations.

Based on the calculations, the total required fire flow for the un-sprinklered facility was estimated as 75L/s. (The more conservative FUS method indicates 150L/s.)

The Maximum Daily Demand (2L/s) plus Fire Flow (75L/s) equates to a minimum recommended flow of 77L/s.

As such, the 250mm watermain on Grant Drive <u>does not</u> have sufficient water flow and pressure (46L/s @138kPa (20psi)) to meet the fire flow demand.

Discussions with the City of Temiskaming Shores have indicated that a planned capital works project to supply additional water to Grant Drive in order to produce sufficient flow and pressure for the development is planned for construction in 2020. As such, the development is expected to have adequate domestic and fire flow prior to occupancy.

4.0 Sanitary Sewer System

4.1 General

There is an existing 200mm sanitary sewer along Grant Drive fronting the project site. At this location, this sewer is largely underutilized with its limit just north of the site. It is assumed that the site does not have a service connection to the property line as none are shown on the asconstructed drawings (**Appendix C**). As such, a new manhole is recommended to service the site since the existing manholes are offset from the planned service connection.

In order to cross over the 1200mm diameter culvert, a 200mm sanitary service is proposed to extend into the site to a manhole located near the entrance to the paved courtyard loop. From here, two 200mm sanitary sewers branch in the direction of the mechanical rooms located at the northeast and southwest corners of the building. Located, approximately 15m offset from the building exteriors at the mechanical rooms, two additional manholes will provide a reduction to 150mm sanitary sewers laid at steeper grades to ensure flushing velocities in the segments from the building outwards.

The on-site 200mm segments are to be laid at shallow grades in order to accommodate a gravity system that spans the 1200mm culvert. Sanitary sewer calculations indicate that flushing velocities (actual) will not be met and therefore these sewers will require periodic flushing to remove any built-up debris in the pipes.

4.2 Design Flow Parameters

The following design parameters are used in the sanitary flow calculations:

Average Day Flow Rate: 350 L/cap/day
 Peak Factor Harmon

• Population (resident) Bedroom units = 32 one bedroom + (2x) 36

two bedroom = 104

Population (est. staff compliment) 20Population (total) 124

Minimum/Maximum velocity 0.6m/s / 6.0m/s

Roughness Coefficient
 0.013 (smooth wall pipes)

Infiltration allowance 0.14 L/s/ha

4.3 Peak Sanitary Flow

Peak sanitary flows for the proposed development were calculated as shown in **Appendix F**.

In summary, the Peak Design flow from the site was found to be 2.04 L/s. The receiving sewer on Grant Drive has adequate capacity to receive this flow at this location.

5.0 Drainage and Stormwater Management

5.1 General

The project site is approximately 3.2 hectares (ha) in area and is currently vacant and undeveloped. The planned Seniors Residence is proposed in the mid/northern half of the site accessible from Grant Drive. Additional (external) drainage is conveyed through the site via a 1200 mm corrugated steel pipe culvert (CSP) with an upstream catchment area of approximately 68 ha.

Existing stormwater controls in the area consist of a roadside ditch drainage network. Two road culvert crossings convey flow from an upstream catchment of approximately 68 ha in area to the north and east of the site. The two road crossing culverts are 1200 mm diameter and 900 mm diameter on the north crossing and south crossing respectively. At the outlets of the two road crossing culverts a third culvert, a 1200 mm corrugated steel pipe (CSP) culvert, conveys flows across the site on a diagonal alignment.

Existing drainage at the project site is generally overland to the south directing surface runoff to the outlet of the 1200mm CSP. From this outlet, flow is directed in open channel and culverts and crosses Highway 11 approximately 200m to the west. From this point, the channel drains to the Wabi River which outlets to Lake Temiskaming.

Stormwater quantity control is required in this area due to the downstream culvert crossings. Quantity control is proposed to control peak flows under post-development conditions for the 1:5 year, 1:50 year and 1:100 year design storm events to pre-development levels in order that the current performance and operation of the downstream culvert crossing is preserved.

The geotech report states that the site has a very thin (3 cm) layer of topsoil underlain by silty clay and clayey silt soil types. Groundwater seasonally fluctuates within the soil strata.

5.2 Proposed Stormwater Servicing Approach

To support development of the proposed senior residence, stormwater servicing design was carried out to provide quality and quantity controls for storm runoff under post-development conditions. Proposed stormwater servicing will replace and re-route existing 1200 mm CSP culvert which currently passes through the proposed development. The proposed drainage system consist of three major components as depicted on the drainage areas shown on Figure STM-2 within **Appendix G**. These are:

- A 1200 mm HDPE culvert crossing located west of Grant Drive located along east and south edge of the property flowing in southwesterly direction that will convey existing upstream flow through the site;
- Enhanced grassed swales located along east, north and west boundary of the property that will collect and convey storm runoff from the building roof areas, landscape areas of the courtyards and external catchment areas; and,
- A SWM Dry Pond facility located at the central courtyard of proposed development that will provide stormwater quantity control measure.

In addition to conveying existing storm runoff from the existing lands located upstream of the site in the same manner as the existing 1200 mm CSP culvert, the culvert will collect storm runoff from the enhanced grassed swale located along northern and eastern property limit and the outflow from the proposed SWM Dry Pond facility.

The enhanced grass swale along west side of the property, as well as the swale transecting the site through southern portion (refer to Figure STM-2 in **Appendix G**), will have active storage by utilizing 450 mm high rock check dams that will promote infiltration and provide a quality control measure for the more frequent storm events. Swales running along northern and eastern limits of the property will not have rock check dams due to limitations in the topography.

The proposed SWM Dry Pond facility will collect and attenuate storm runoff from the impervious courtyard area. Half of the building roof area, parking lot and centralized entrance will discharge directly into proposed pond. The storm runoff will be controlled with a headwall structure equipped with a 100 mm orifice plate that will discharge into the proposed 1200 mm HDPE culvert via a 300 mm storm pipe.

To support the above storm servicing approach a PCSWMM model has been developed to carry out hydrologic and hydraulic analysis of pre- and post-development storm conditions. The results of this analysis are used to demonstrate that the proposed approach satisfies the design criteria for the site.

5.3 Design Criteria

The storm servicing and stormwater management for the proposed Senior Residence was developed based on the documentation listed in Section 2 and the following design criteria:

- The proposed 1200 mm HDPE culvert should have sufficient capacity to safely convey storm runoff from the upstream lands and proposed development by matching or improving head loss under the pre-development condition at the culvert invert location;
- The enhanced grassed swale system should be sized to safely convey overland flow up to the 1:100 year storm event;
- Rock check dams shall be incorporated into the swale design to promote filtration and to provide water quality and additional flow control; Maximum height of the swales will be 450 mm as per OPSD 219.211.
- A minimum longitudinal slope of 0.50% is to be used for enhanced swales across the site; and,
- The control of post-development peak flows to pre-development levels for the 1:5 year, 1:50 year and 1:100 year storm recurrence to be achieved using the proposed Dry Pond SWM facility located at the central courtyard as a storage and the enhanced grassed swales system along north, south, west and east side of the property;

5.4 Modeling Approach

The Ontario Ministry of Natural Resources and Forestry online Flow Assessment Tool (OFAT) was used to delineate subcatchment areas and to obtain land use classification, the results of which were used, to calculate hydrological parameters necessary to carry out the hydrologic analysis (refer to **Appendix G** for hydrologic parameter calculations).

Modelling work was carried out using PCSWMM software. The software performs dynamic simulations which allows both hydrologic and hydraulic components to be simulated in the same platform and also allows the simulation of the interaction between the major and minor systems in the model. The main objective was to confirm that the proposed storm servicing approach can satisfy the stormwater quantity control objectives presented in Subsection 5.3. Therefore, the PCSWMM software platform was used to:

• Generate surface runoff hydrographs for each sub-area under various storm recurrences under both the pre- and post-development scenarios;

- To carry out dynamic routing of storm flows to determine flow depths along the swales;
- To carry out dynamic routing to assess the culvert flow conditions and its capacity and under both pre- and post-development scenario; and,
- To demonstrate that proposed dry pond has sufficient capacity to store and attenuate postdevelopment flows generated from senior residence development.

PCSWMM was set-up to evaluate the proposed servicing as detailed on Drawings C100 through C107 at the back of this report. The Model Schematic, Figure E-1 (**Appendix G**) was prepared and depicts the drainage area ID, the drainage area (in hectares) and the corresponding total imperviousness (TIMP), for both pre- and post-development conditions.

5.4.1 PCSWMM Modeling Components

The PCSWMM model consisted of the following components:

Subcatchments

Each subcatchment was represented in PCSWMM by a series of parameters, which allowed for the simulation of runoff from the various land covers during different storm events; the resulting hydrographs drain to the junction nodes as the outlet locations;

Conduits

Closed (culverts or pipes) or open channel (swales or ditches) conduits allow computation of a time history of flows and heads throughout the system systems. Information on the existing culverts was imported from the field survey;

Junctions

The flow collection points at the outlet location of swales or culverts are simulated in PCSWMM as junction nodes. This information is imported from topographical information;

Storages

Nodes that represent the manholes along the proposed culvert were simulated as storage nodes. In addition, the Dry Pond SWM facility and downstream receiving plunge pool, were included as storage nodes. The Dry Pond SWM facility was connected to culvert via orifice and conduit link;

Weir

The weir links simulate the major system flow; in this case weir links were used to simulate the 450 mm high rock check dams in enhanced grass swales.; and,

Outfalls

Simulates the outlet for the proposed drainage system.

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JLR No.: 28236-000

Away 13, 2019

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5.4.2 Design Storm

Design storms are typically used to assess the hydrological response of a given area. In this analysis hydrological response is estimated under the following design storms:

- Chicago Design Storm; and
- SCS Type II Design Storm

Chicago storm distribution is generally applied to urban catchments where the peak runoff rates are influenced by peak rainfall intensities. This storm distribution was used to assess quick response of the urbanized portion of watershed area, where level of imperviousness of a drainage area has been changed.

The SCS Type II storm is generally applicable to undeveloped or rural basins where peak runoff rates are mostly influenced by the total volume of rainfall. Since the overall catchment area includes predominantly agricultural lands this storm distribution was used to provide additional assessment of storage capacity of the proposed Dry Pond SWM facility and enhanced grass swales.

Both design storms are derived from the Intensity-Duration-Frequency (IDF) curves reported by Environment Canada at their Dymond Hydro Station, located approximately 2.5 km from the site.

The model was run for the following distributions and durations to determine a critical storm event: Chicago 3-hour and SCS 24 hour.

5.5 Simulation results

This section of the Report presents the simulation results carried out for development of proposed Senior Residence. The objective of this section is to assess the performance of the proposed drainage system under the post-development condition and the design criteria listed in Section 5.3 above.

5.5.1 Pre-Development Simulation Results (Existing Conditions)

Table 2 below identifies pre-development peak flows at the overflow point of the downstream receiving plunge pool where the site drainage outlets:

Table 1: Pre-Development PCSWMM Simulation Results

Sub-Catchment Areas	3-hour Chicago Storm Event Peak Flow Results (L/s)	24-hour SCS Type II Distribution Storm Event Peak Flow Results (L/s)			
	1:100 Year	1:5 Year	1:50 Year	1:100 Year	
Total Peak Flow at Existing Plunge Pool Outlet Location	360	230	650	810	

The results show that the critical storm distribution for the culvert and the upstream contributing flow is the 24 hour SCS. The proposed SWM facility and additional quantity control measures in swales will have to provide detention for the SCS storm runoff to limit outflows the values listed in Table 1.

In addition to peak flow analysis, hydraulic capacity of the existing 1200 mm CSP culvert has been assessed under the existing condition scenario. Table 2 summarizes findings of the culvert performance:

Storm Return Head (m) Flow (L/s) Velocity Q/Qcap Distribution Period (m/s) 1:100 340 3hour 206.5 1.3 0.19 Chicago 24-hour SCS 1:5 206.4 210 1.2 0.12 Type II 1:50 206.7 600 1.3 0.34 0.44 1:100 206.8 760 1.3

 Table 2: Pre-Development PCSWMM Culvert Simulation Results

As per the design criteria, the proposed culvert inlet configuration will be required to provide similar hydraulic conditions to the results in Table 2 in the post development configuration.

5.6 Post-Development Flow (Quantity Control)

Hydraulic analysis of the post-development scenario has been carried out to determine the operation of the new 1200 mm HDPE culvert, enhanced grass swale system and proposed Dry Pond SWM facility.

The parameters used to develop the PCSWMM model are outlined in **Appendix G** along with the post development schematic and subcatchment delineation figures.

5.6.1 Culvert Analysis

Geometric and hydraulic characteristics of the proposed culvert used in the simulation are presented in **Table 3** below. The headwall inlet type was selected as a representative standards value for the analysis of the proposed culvert.

Table 3: Geometric and Hydraulic Characteristics of the Proposed Culvert

Parameter	Value
Number of barrels	1
Shape	Circular
Size (mm)	1200
Length (m)	164
Culvert Structure	HDPE
Culvert Configuration	Headwall with no wing walls
Entry Loss Coefficient	0.20
Roughness (Manning's n)	0.013

The PCSWMM model simulation results of the proposed culvert for various return periods under the Chicago and SCS storm distribution are presented in Table 4:

Head Flow Velocity Storm Return Velocity Head Flow Difference **Difference** Difference Distribution Period (L/s) (m/s) (m) (m/s) (mm) (L/s) 3-hour 1:100 206.5 -30 340 +2 0.9 -0.4 Chicago 1:5 206.4 +20 240 +30 8.0 -0.4 24-hour 1:50 206.6 -20 600 -2 1.2 -0.1 SCS Type II 1:100 206.8 -10 750 -9 1.3 +0.0

Table 4: Proposed Culvert Inlet Simulation Results

The above simulation results indicate that proposed culvert inlet configuration has sufficient capacity to accept and convey the 1:100 year estimated peak flow for the critical SCS storm distribution with minimal difference in head or velocity as a result of the reconfiguration of the culvert through the site.

The results for the 24–hour SCS storm distribution suggest a slight increase in head during the frequent events but the proposed culvert configuration maintains the same headwater depth, or less, in the larger storm events. Also, the simulation results show that velocities in the culvert are maintained at existing levels or below and would therefore not increase downstream scour.

The results show that proposed culvert inlet configuration will not have an adverse impact on the current flow conveyance conditions and the proposed culvert will meet the design criteria presented in Section 5.3 above.

5.6.2 Enhanced Grass Swale System

The site stormwater swale system, including the proposed rock check dams along the proposed west and south grassed swales, was simulated in the PCSWMM model. The flow over the rock check dams was simulated using a weir element raised by 450 mm from the bottom of the swale. The results of the simulation are summarized in **Table 5** below:

3-hour Chicago 1:100 year Storm Event 24-hour SCS Type II Distribution 1:100 Peak Flow Results (L/s) year Storm Event Peak Flow Results (L/s) Maximum Maximum Overtopping Maximum Overtopping Swale ID Flow Flow Maximum Flow Depth at Overtoppi Flow Depth at Depth¹ Depth1 Overtopping Rock Check Rock Check (L/s) ng Flow (L/s) Flow (L/s) (m) (m) Dams² Dams² (L/s) (mm) (mm) North Grassed Swale N SW-1 84 0.19 No rock check dams 86 0.35 No rock check dams

Table 5: Swale System Model Results (1:100 year return period event)

	3-ho	3-hour Chicago 1:100 year Storm Event Peak Flow Results (L/s)				24-hour SCS Type II Distribution 1:100 year Storm Event Peak Flow Results (L/s)			
Swale ID	Flow (L/s)	Flow Depth ¹ (m)	Maximum Overtopping Depth at Rock Check Dams ² (mm)	Maximum Overtoppi ng Flow (L/s)	Flow (L/s)	Flow Depth ¹ (m)	Maximum Overtopping Depth at Rock Check Dams ² (mm)	Maximum Overtopping Flow (L/s)	
N_SW-2	82	0.34			111	0.21			
N_SW-3	50	0.12			103	0.16			
N_SW-4	50	0.19			103	0.25			
East Grassed Swale									
E_SW-1	84	0.23	No rock che	ek dame	165	0.28	No rock of	ook dame	
E_SW-2	81	0.10	INO TOCK CHE	ck dams	164	0.14	No rock check dams		
West Grass	ed Swa	le							
W_SW-1	118	0.53	78	118	146	0.54	89	145	
W_SW-2	106	0.52	73	107	144	0.54	89	144	
W_SW-3	106	0.52	67	85	143	0.55	95	143	
W_SW-4	92	0.50	46	59	143	0.53	83	143	
W_SW-5	69	0.47	17	25	138	0.51	56	140	
South Gras	sed Swa	ale							
S_SW-1	111	0.20	No rook obo	ok domo	195	0.22	No rook ok	andr dama	
S_SW-2	109	0.32	No rock check dams		167	0.34	No rock check dams		
S_SW-3	91	0.46	12	53	216	0.48	32	215	
S_SW-4	53	0.46	7	24	201	0.47	24	136	
S_SW-5	25	0.40	0	0	141	0.47	16	73	
S_SW-6	0	0.00	0	0	71	0.46	10	39	

Note ¹: Flow depth in the swale was reported at the downstream receiving junction node

Note 2: North and East Grassed swale do not have rock check dams as indicated in Section 5.2 above

Based on the simulation results, rock check dams along west and south swales are overtopped under the 1:100 year scenario for both storm distributions. Maximum overtopping depth of 78 mm and 95 mm was calculated along west swale for the 3-hour Chicago and 24-hour SCS storm distribution, respectively. Maximum swale flow depths are 545 mm which maintains a 300 mm freeboard to the top of the swale in the 1:100 year event. It should be noted that under the 3-hour 1:100 year Chicago distribution proposed south swale has sufficient storage capacity to completely retain storm runoff and to prevent any discharge into the existing Plunge Pool.

5.6.3 Stormwater Management Facility

The proposed end-of-pipe SWM facility is a dry detention pond sized for peak flow attenuation. The design characteristics of the proposed SWM facility were set based on the existing and proposed topography, proximity to the receiving culvert, and design criteria outlined in Section 5.3. The geometry of the pond is generally as follows:

- bottom elevation = 208.37 m
- top elevation = 208.92 m
- maximum pond depth = 0.55 m
- side slope = 5H:1V.

The maximum available footprint area of the SWM facility is roughly 1,200 m², which in turn generates a total live storage of approximately 370 m³.

The outlet structure of the SWM facility has been designed to limit post-development flows to predevelopment levels based on the following:

- A headwall structure is proposed at the downstream end of the SWM facility near the toe
 of the pond embankment, with the orifice opening elevation set at the base of the pond;
- The outlet control device is a flow orifice, sized to provide control for post-development runoff to the pond. The proposed orifice has a diameter of 100 mm discharging to a 300 mm diameter pipe at 0.5% slope;
- An emergency overflow spillway is specified as a protective measure against storm events
 in situations where the dry pond unable to discharge via the flow control orifice due to
 blockages or there is an event greater than the 1:100 year. The spillway was sized to
 convey the peak flow generated by the 1:100 year storm and is intended to overtop
 driveway and flow towards the swale exiting the site to the southwest.

The pond facility was simulated in the PCSWMM model as a storage node with the outlet control structure as an orifice and a weir link. The simulation results for the proposed SWM facility are summarized in **Table 6**, including the peak inflow and outflow rates, storage volumes, and water levels for various return frequencies under the 3-hour Chicago and 24-hour SCS Type II design storm.

Storm Distribution	Return Period	Inflow Rate (L/s)	Storage Used (m3)	Water Level (m)	Outflow Rate into proposed 1200 mm HDPE Culvert (L/s)
3-hour Chicago	1:100	360	320	208.88	14
24-hour	1:5	150	200	208.77	12
SCS Type II	1:50	240	330	208.88	14
	1:100	260	370	208.92	14

Table 6: SWM Facility Simulation Results Summary

The above summary of the simulation results (refer to **Appendix G** for modeling files) indicates the following:

- The pond contains all runoff up to and including the 1:100 storm event for both storm distributions; and,
- The maximum reported storage usage and water level in the pond was under the 24-hour SCS distribution.

The drawdown time under the 1:100 year return period is summarized in **Table 7** below:

Table 7: SWM Facility – Simulated Drawdown time (1:100 year return period event)

Return Period	Drawdown time to empty Dry Pond Facility from maximum water level (hh:mm)
1:100 year 3-hour Chicago Storm	11:00
1:100 year 24-hour SCS Type II Storm	15:40

The simulation results indicate that following the 1:100 year storm event, the expected drawdown time for the SWM dry pond facility from maximum water level to a complete drawdown is up to 16 hours for the critical 24-hour SCS distribution. This is within the 24 hours recommended by MOECP.

5.7 Overall System Performance

Table 8 summarizes the peak flows under the post-development controlled conditions compared to the pre-development conditions at the outfall from the existing plunge pool.

Table 8: Post-Development Peak Flow at the Existing Plunge Pool Location

Storm Distribution	Return Period	Peak Outflow West Swale (L/s)	Peak Outflow South Swale (L/s)	Peak Outflow 1200 mm HDPE Culvert (L/s)	Total Post- Development Peak Flow (L/s)	Pre- Development Allowable Flow (L/s)
3-hour Chicago	1:100	24	0	360	360	360
24-hour SCS Type II	1:5	8	0	290	230	230
	1:50	110	20	630	630	650
	1:100	140	39	760	810	810

Based on the above summary table, post-development flows for all storm events are at or below the pre-development levels. Therefore there will be negligible or no change to the flow rates downstream of the site.

5.8 Erosion and Sediment Control

During construction of the proposed site, appropriate erosion and sedimentation control measures, as outlined in the Ontario Ministry of Natural Resources (MNR) Guidelines on Erosion and Sediment Control for Urban Construction Sites, will be implemented to trap sediment on site. As a minimum, the following erosion and sedimentation control measures are proposed:

Supply and installation of a silt fence barrier, as per OPSD 219.110;

- Supply and installation of filter fabric between the frame and cover of catch basins and
 maintenance holes adjacent to the project area during construction, to prevent sediment
 from entering the sewer system. The filter fabric is to be inspected regularly and corrected
 as required;
- Stockpiling of material during construction is to be located along flat areas away from drainage paths. For material placed on sloped areas, stockpiles are to be enclosed with a silt fence to protect watercourses;
- All catch basins are to be equipped with sumps, inspected frequently, and cleaned as required;

The proposed erosion control measures shall conform to the following documents:

- "Guidelines on Erosion and Sediment Control for Urban Construction Sites" published by Ontario Ministries of Natural Resources, Environment, Municipal Affairs, and Transportation & Communication, Association of Construction Authorities of Ontario and Urban Development Institute, Ontario, May 1987.
- "MTO Drainage Manual", Chapter F: "Erosion of Materials and Sediment Control", Ministry of Transportation & Communications, 1985.
- "Erosion and Sediment Control" Training Manual by Ministry of Environment, Spring 1998.
- Applicable Regulations and Guidelines of the Ministry of Natural Resources.

6.0 Utilities

Natural Gas distribution supplied by Union Gas is in the vicinity (Drive-in Theatre Road) and the site is in close proximity to the TransCanada main feed on Highway 11. Gas service may need to be extended to the site on Grant Drive to service the development.

Overhead electricity is available on Grant Drive. A service drop from this supply will be necessary to provide electricity to the development in buried duct bank.

Electrical and mechanical engineers are reviewing building systems to determine the required electrical and gas service sizes.

7.0 Conclusions

This report details infrastructure requirements for this development covering water supply, sanitary sewerage, stormwater management and supplementary utilities.

One 200mm diameter watermain service connection to the existing 250mm watermain along Grant Drive is proposed to service an on-site hydrant and domestic water supply. Planned upgrades by the City to improve local municipal water supply and pressures are expected to remedy current fire flow deficiencies.

One 200mm diameter sanitary sewer service connection is proposed to the existing 200mm diameter sanitary sewer along Grant Drive.

Development of this site will maintain a local stormwater management pathway across this site via a relocated buried 1200mm culvert and maintenance of an overland flow route. Post-development runoff will be accommodated through a dry pond type stormwater management facility and on site enhanced swales. Measures detailed in this report will address stormwater quality, stormwater quantity and erosion concerns during and post-development.

Connection to the nearby gas, electrical and communications services are also proposed for the site.

This report has been prepared for the exclusive use of CGV Developments. Its discussions and conclusions are summary in nature and cannot be properly used, interpreted or extended to other purposes without a detailed understanding and discussions with the client as to its mandated purpose, scope and limitations. This report was prepared for the sole benefit and use of CGV Developments and may not be used or relied on by any other party without the express written consent of J.L. Richards & Associates Limited.

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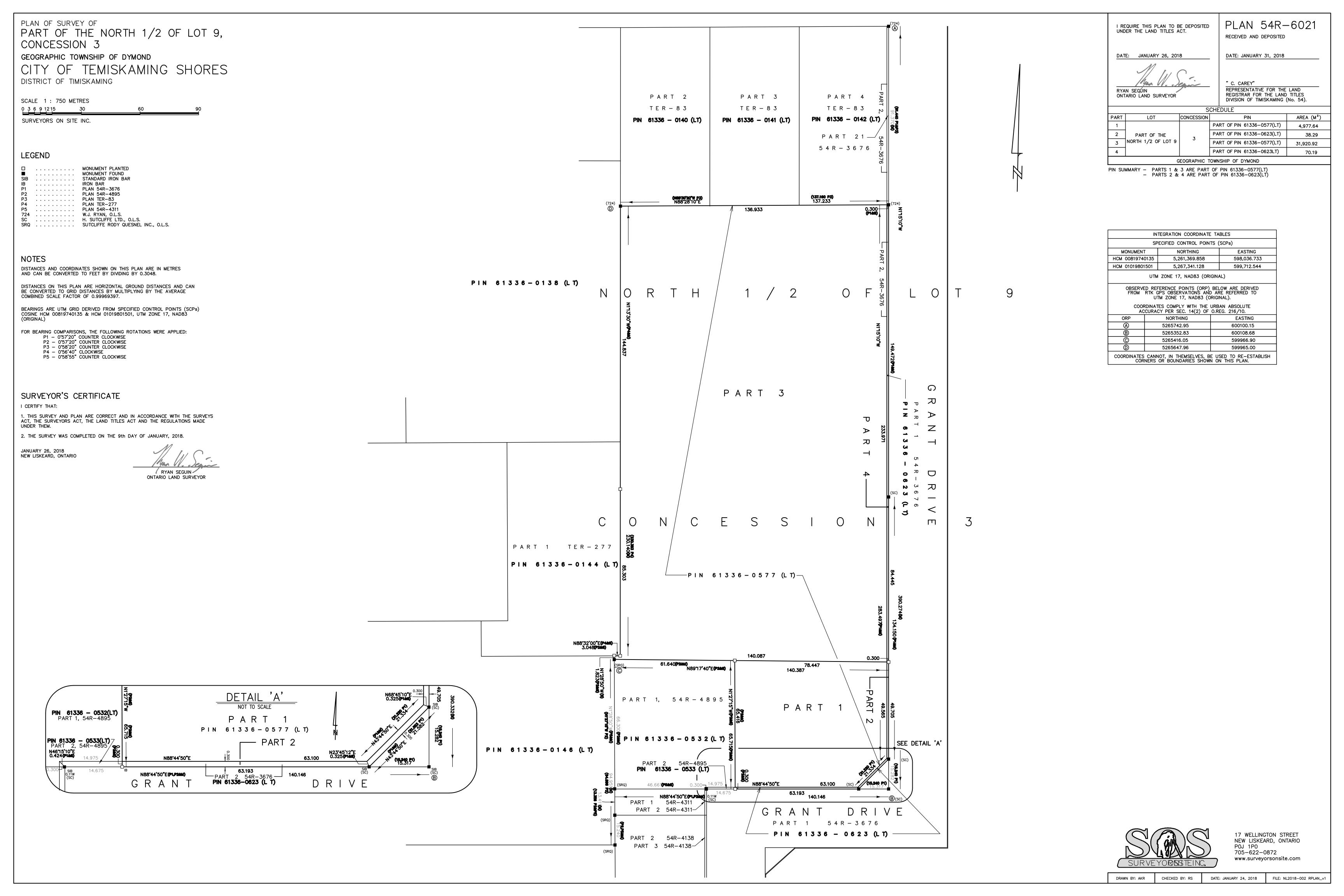
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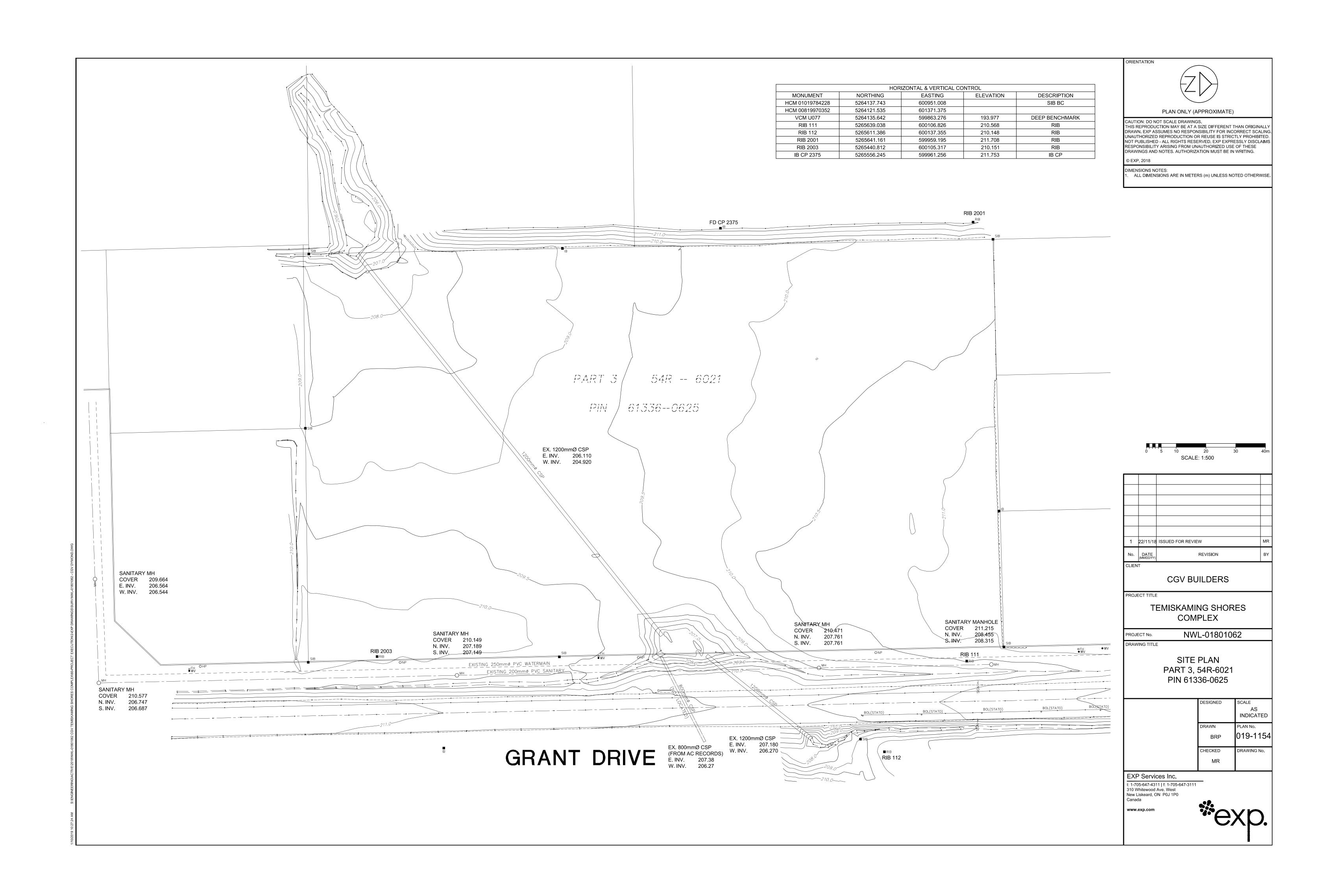


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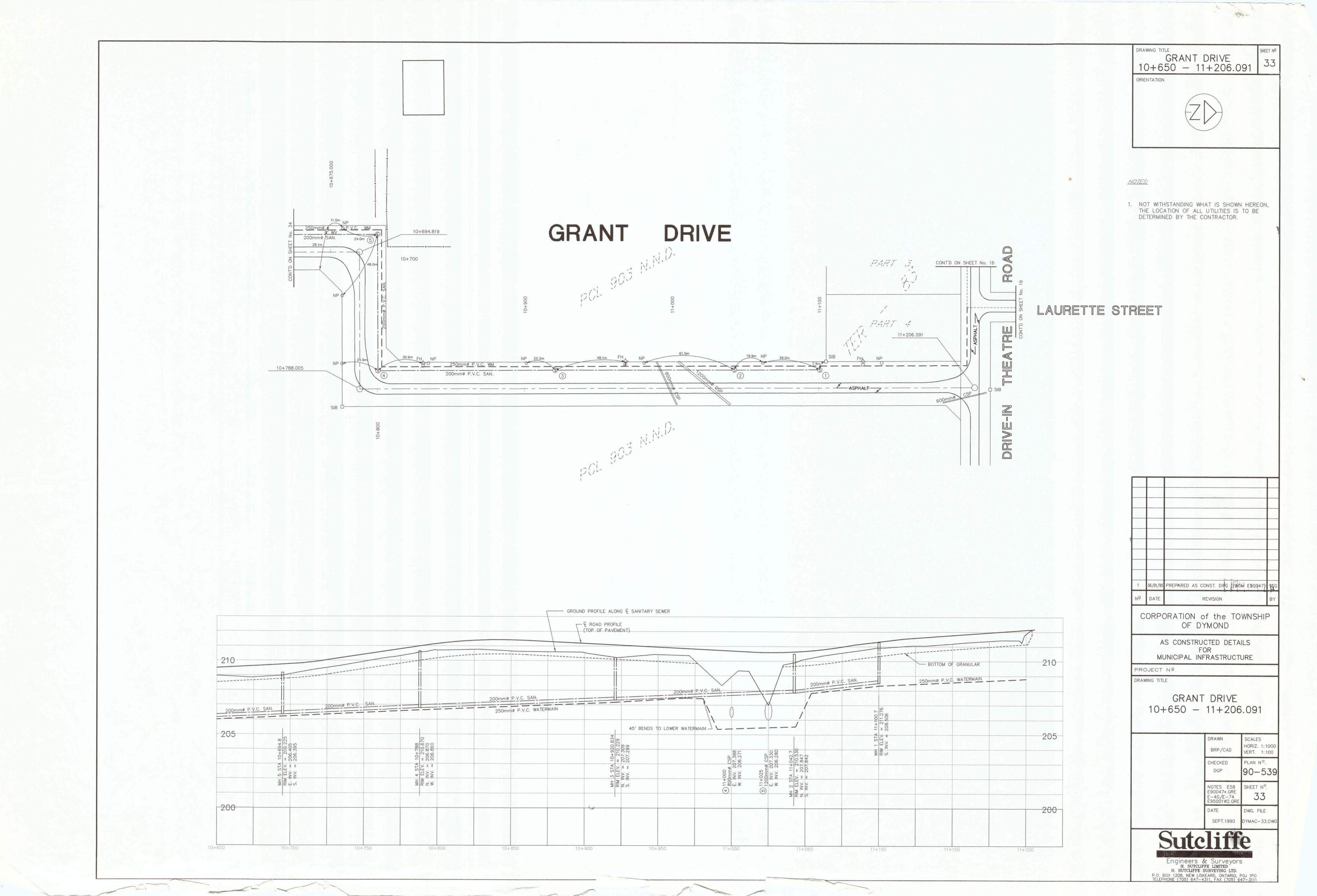
APPENDIX A LEGAL SURVEY



APPENDIX B TOPOGRAPHIC SURVEY



APPENDIX C AS-CONSTRUCTED PLAN AND PROFILE OF GRANT DRIVE



APPENDIX D HYDRANT TEST RESULTS (EXP)

From EXP:

LOCATION	FLUSH	METER F	READING	FLOW	PRESURES			
	Time	Start	Stop	GPM	Static	Residual		
Grant Dr. / Drive In Theatre Road	10			705	60	21		
Grant Dr. north of S curve corner	10			710	60	21		
Grant Dr. at S curve corner	10			730	64	22		
Grant Dr. south of Spectrum Feeds	10			710	60	21		
Grant Dr. beside Walmart Entrance	10			740	64	23		
Grant Dr. beside Canadian Tire entr.	10			790	65	26		
Grant Dr. south of Canadian Tire	10			800	78	27		
Grant Dr. / Wilson Avenue	10			850	79	30		

Hydrant Calcs:

Hydrant Analysis

Pitot Pressure	PSI		kPa		(NOT GIVEN)
Port Diameter	INCH	2.5	mm	63.5	(NOT GIVEN)
Coefficient		0.9			(NOT GIVEN)
Measured Flow	USGPM	710	L/s	45.6	(PROVIDED - NOT CALCULATED)
Static Pressure	PSI	60	kPa	414	
Measured Pressur	PSI	21	kPa	145	
Rated Flow	USGPM	720	L/s	46.2	

Pump Curve Data			
10 PSI / 70 kPa	USGPM	812 L/s	52.1
20 PSI / 140 kPa	USGPM	720 L/s	46.2
30 PSI / 210 kPa	USGPM	616 L/s	39.5
40 PSI / 280 kPa	USGPM	495 L/s	31.8
50 PSI / 350 kPa	USGPM	340 L/s	21.8
60 PSI / 420 kPa	USGPM	0 L/s	0.0

APPENDIX E WATER DEMAND AND FUS CALCULATION

Project: CGV

Date Apr-19

By: Saxton

FIRE FLOW CALCS OBC OFM-TG-03-1999

Fire Flow Reg's (FF) = K V Stot

Where K = 18 Table 1, Using C occupancy

V = 8640 m3

Stot = 1 No other buildings within 20m (but confirm per 6.3(e) paragraph 2

Century Hydrant B-50 FF = (volume) 18 x 8640m3 * 1.0

> ~ 155520L two hose @ 50psi delivers +/-130L/s two hose @ 25psi delivers +/-105L/s

Fire flow of 4500 L/min required as per Table 2 Pumper nozzle @ 25psi delivers +/-126 L/s

75 L/s

Headloss Calculations

Hazen Williams Formula

Hazen Williams equation (Mays, 1999; Streeter et al., 1998; Viessman

$$H = L \left[\frac{V}{kC} \left(\frac{4}{D} \right)^{0.63} \right]^{1/0.54} \qquad V = \frac{Q}{A} \quad A = \frac{\pi}{4} D^2$$

Assumes 150mm PVC pipe Assumes 200mm PVC pipe O= Q= 75 (l/s) 75 (l/s) C= 150 HDPE pipe C= 150 HDPE pipe

Dia.= Dia.= 150 (mm) 200 (mm) L= 130 m L= 130 m 4.244 m/s 2.39 m/s V= V= 0.01767 m² 0.0314 m² A= A=

11.0 m H= H= 2.7 m P1= 15.6 psi P2= 3.9 psi

Utilize 200mm pipe to reduce losses.

	(per F	US 1999	alculat Guidelin EVELOP	ies)	
C=	Coefficient related to type of constr = Wood frame =ordinary construction =non-combustible construction =fire resistive construction (< 2 hrs =fire resistive construction (> 2 hrs = interpolation)			1.0 1.5 1.0 0.8 0.7 0.6
A=	Area of structure considered (m ²)				1800 m ² lings" under OBC separated by fire w print ~6000m2)
F=	= Required fire flow (litres/minut = 220 C(A) ^{0.5} (25,000 L/min Max)	e)	Cal (1) Rou	culated: unded:	9334 L/min 9000 L/min
Occupan	* non-combustible * limited combustible * combustible * free burning * rapid burning	-25% -15% 0% 15% 25%	(2) Sur	charge:	0 L/min
			(1) + (2)		9000 L/min
Sprinkle	* non-combustible -fire resistive		(3) Red	0% duction:	0 L/min
Exposure	* Surcharge (cumulative (% of 2) * 0 - 3 m * 3.1 - 10 m * 10.1 - 20 m * 20.1 - 30 m * 30.1 - 45 m	25% 20% 15% 10% 5%		0 0 0 0	0% 0% 0% 0% 0%
	* Number of Party Walls * 1000 L/m	iin	(4) Sur	1 charge:	1000 L/min 0 L/min
		Fire		culated: unded:	9000 L/min 9000 L/min 150 L/s

Water Supply Calculation **CGV Seniors Development**

Design Criteria

350 L/cap/day

Average Day Flow Rate: Max Day Flow Rate: 2.75 x Average Day Demand 4.25 x Average Day Demand 0.5 x Average Day Demand Peak Hour Factor: Minimum Day Factor:

Population	Average Daily Demand (L/s)	Maximum Day Demand (L/s)		Minimum Day Demand (L/s)
124	0.50	1.38	2.13	0.25

Maximum Day plus Fire Flow Maximum Day plus Fire Flow

77	(OBM-OFM)
152	(FUS)

APPENDIX F SANITARY SEWER CALCULATIONS

CGV Sanitary Sewer Calculation Sheet

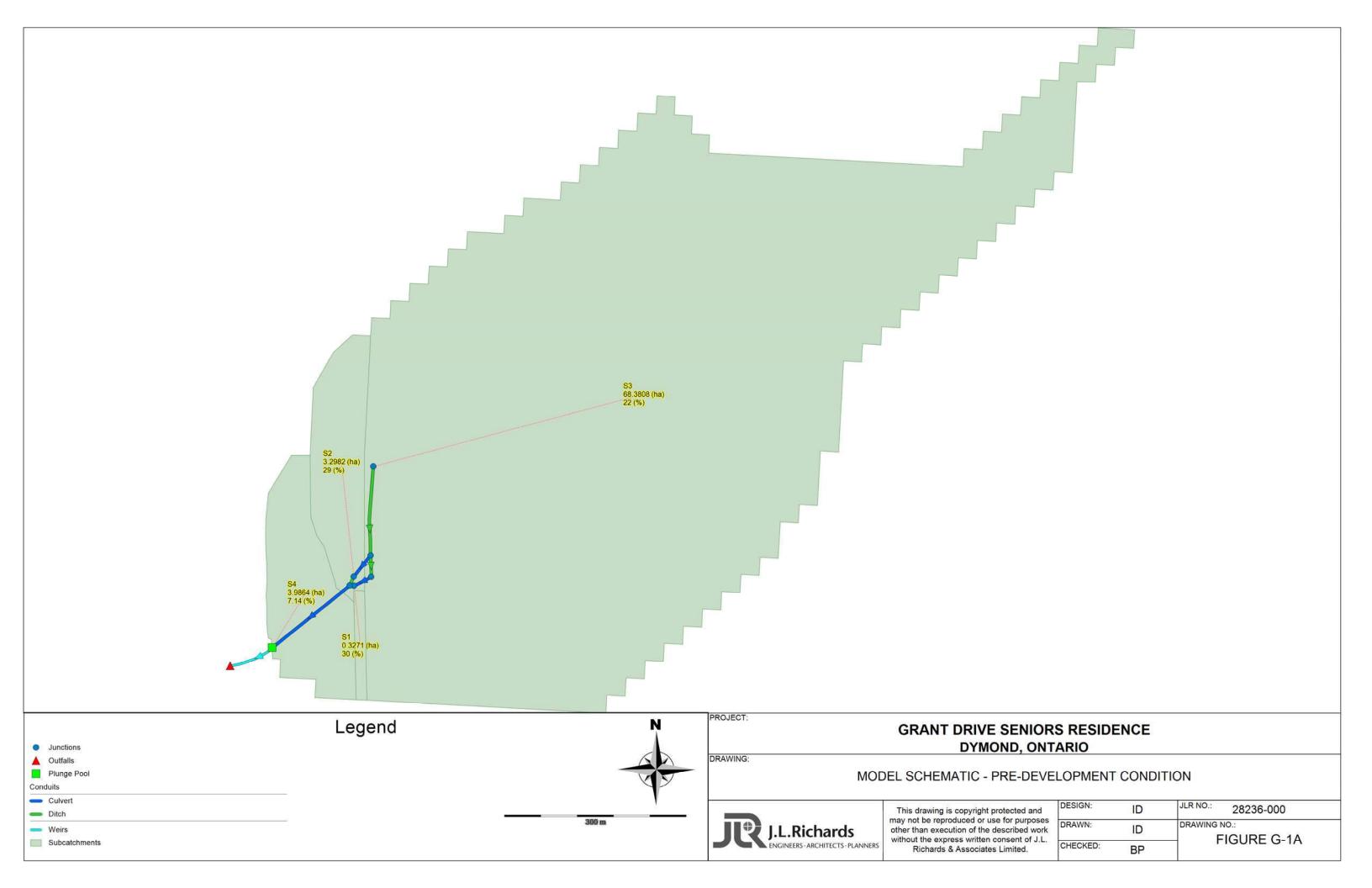


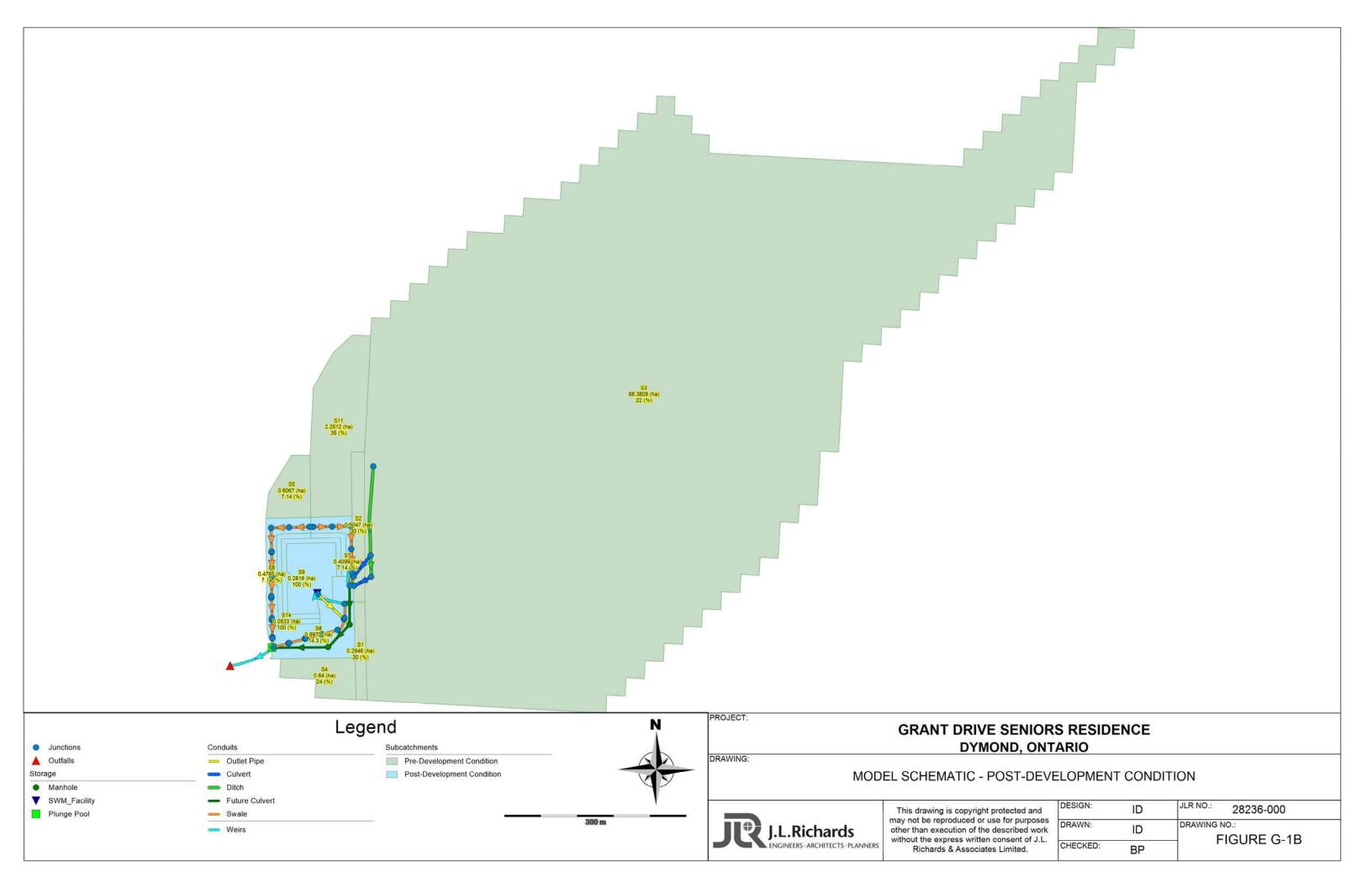
DRAINAGE AREA DESCRIPTION																		OUTLET PIPE DATA											
LOCATION	MANI FROM		IN No.	ICREMENTAL AR	EA Ha	CONTRIBUTING AREAS		PULAT		Σ P(1000)	q I/cap/d)	м	Peak Flow (I/s)	Σ AREA (ha)	IA (I/s)	Q (I/s)	SIZE (mm)	Type of Pipe	Slope (%)	AREA (m²)	WETTED PERIMET ER	HYDRAU LIC RADIUS		Q/Qfull	VEL (m/s)	LENGTH (m)	FALL (m)	OUTLET PIF	PE DATA D/S
North Mech Room	North	MH 2		RES MED	0.05		32.2	62	0.062	0.062	350	4.00	1.00	0.05	0.01	1.01	150	PVC	2.00%	0.0177	0.4712	0.0375	21.54	0.05	1.22	20	0.400		
TTOTAL TROOM	MH 2	MH 3		RES MED	0.05		32.2	0	0.000	0.062	350	4.00	1.00	0.10	0.01	1.02	200	PVC	0.50%		0.6283			0.04	0.74	70	0.350		
South Mech Room	South	MH 1		RES MED	0.05		32.2	62	0.062	0.062	350	4.00	1.00	0.05	0.01	1.01	150	PVC	2.00%		0.4712			0.05	1.22	20	0.400		
	MH 1	MH 3		RES MED	0.05		32.2	0	0.000	0.062	350	4.00	1.00	0.10	0.01	1.02	200	PVC	0.50%	0.0314	0.6283	0.0500	23.19	0.04	0.74	60	0.300		
	MH 3	Street		RES MED	0.05		32.2	0	0.000	0.124	350	4.00	2.01	0.20	0.03	2.04	200	PVC	0.50%	0.0314	0.6283	0.0500	23.19	0.09	0.74	50	0.250		
	l													Approximat	te Grant Dr	ive Capacit	200	PVC	0.42%	0.0314	0.6283	0.0500	21.26	0.00	0.68				
				DESIGN PAR	AMETER						Designe	d Bv:				PROJEC													
fannings n =	0.0130											,						Development	s - Seni	ors Ho	using								
verage Daily Flow (q)											SS																		
Residential 350 Vcap/d nfiltration Rate (I) = 0.14 Vs/ha								Checked	Ву:				LOCATION: Grant Drive, New Liskeard, Ontario																
											SS																		
											Dwg. Re	ference:				Project No	umber:								Date:			Sheet Numb	er:
											3					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	28236												

APPENDIX G STORM CALCULATIONS AND FIGURES

APPENDIX G1

STORMWATER MODELING SCHEMATICS





APPENDIX G2

STORMWATER MODELING PARAMETERS

Appendix G-2 – PCSWMM Model Parameters

The following sets out a description of each of the parameters used in the modelling. Any differences from the below at any of the specific elements are noted in the description in the model.

The event modelling is used to provide the analysis of the storm runoff from the watershed area, capacity of the existing and proposed culvert, and storage capacity of the proposed Dry Pond SWM facility.

G1.0 Subcatchments

G1.1 General Parameters

Parameter	Units	Description / Values							
Name	-	The name of the subcatchment was based on the standard PCSWMM naming convention for the Subcatchment using the prefix 'S' and associated number ID (i.e., S1).							
Tag	-	Subcatchment areas were tagged based on the property boundaries of the proposed development. Areas outside the boundaries were tagged as 'Pre-Development' since they are not being developed while areas within the property boundary are tagged as 'Post-Developed' since they are subject of the proposed site development.							
Rain Gauge	-	The storm type selected for the model run. In the event simulations the following storm files are used: Distribution Return Periods 3 hour Chicago 1:100 24 hour SCS Type II 1:5, 1:50 and 1:100 Event							
Outlet	-	The downstream major system node to which the subcatchment drains							
Area	ha	The area is calculated internally by PCSWMM							
Width / Flow Length	m	Width is calculated internally by PCSWMM based on the Subcatchment flow path segment.							

Parameter	Units	Description / Values
Slope	%	For subcatchments under pre-development condition slopes are calculated based on the OFAT tool.
		For subcatchments under post-development condition slopes are calculated based on the proposed grading plan.
Imperv	%	Under pre-development condition imperviousness was calculated using the online OFAT tool while the percentage of impervious area under post-development condition is determined is based on the runoff coefficient (C-Factor), which was calculated using the layout of proposed development and the percentage area of impervious and pervious surfaces.
N Imperv	-	A constant of 0.013 is selected as the Manning's N for impervious surfaces such as roads, sidewalk and parking areas. The value is representative of smooth impervious surface as per Table 3-5 of the EPA Storm Water Management Model Reference Manual Vol I – Hydrology (EPA, 2016).
N Perv	-	A constant of 0.25 is selected as the Manning's N for pervious areas. The value is representative of light to tense turf land cover as per Table 3-5 of the EPA Storm Water Management Model Reference Manual Vol I – Hydrology (EPA, 2016).
DStore Imperv	mm	A constant of 1.57 mm is used as the impervious depression storage as per the industry standards.
DStore Perv	mm	The pervious depression storage is linked to the Curve Number (CN) and Soil Storage (S) using the following relationship:
		CN DStore Perv
		≤ 70 0.075*S
		> 70 ≤ 80 0.10*S
		> 80 ≤ 90 0.155*S > 90 0.2*S
		Depression storage was calculate for each curve number identified in the Hydrologic Soil Group shapefile and associated land use classification obtained form the online OFAT tool.
Zero Imperv	%	Determines areas where it is considered that there is no depression storage. Not applied in this model.

Parameter	Units	Description / Values
Subarea Routing	•	The constant 'PERVIOUS' is entered to simulate the subarea of impervious surface, such as the rear part of roofs, which may flow over pervious areas prior to discharging to the outlet of the subcatchment.
		The constant 'OUTLET' was used for roof subareas which are a 100% impervious areas.
Percent Routed	%	The percentage of impervious catchment area within each subcatchment which is routed across the pervious area.
Drying Time	days	The time for a fully saturated soil to completely dry is set at 7 days though this is not used in design event analysis.
Curve Number	-	The curve number is representative of the infiltration of the pervious land cover within the catchment. The curve number used is the modified curve number based on the GIS analysis.

The parameters Curb Length, Snow Pack, LID Controls, Groundwater and Erosion are not used in the model.

G2.0 Link Elements

G2.1 Conduits

Parameter	Units	Description / Values
Name	-	Conduits are named based on the on flow routing criteria such as open ditch or culvert routing.
		Road side ditches are named using prefix 'Ditch-' and ID number (i.e., 'Ditch-1');
		Culvert conduits are named using prefix 'CULV-' and ID Number (i.e., 'CULV-1);
		Swales are named using letter prefix describing the side of the property where the swale is located (i.e., 'N' for north, 'S' for south, 'W' for west and 'E' for east) and alphanumerical identification 'SW-1' (ex., 'N_SW-1' or 'E_SW-1').
Inlet Node	-	Upstream node of the link element.
Outlet Node	-	Downstream node of the link element.
Tag	-	Conduits were tagged based on the conduit type (ditch, swale or culvert), and on flow routing criteria (open ditch, swale or culveert).
		Conduit Flow Tag Type Routing
		Culvert Pipe Flow Cuvert/FUT_HDPE_Culvert
		Swale Open Swale Swale
		Ditch Open Ditch Ditch
		Outlet Pipe Pipe Flow Outlet_Pipe
Length	m	Length is auto-calculated in PCSWMM.
Roughness	-	The roughness coefficient of 0.013 and 0.024 were used for future HDPE culvert and existing CSP culvert, respectively.
		Where the conduit is part of the major system the roughness is contained within the transect and this value is not read by the model.
Inlet Elev	m	Elevation of conduit invert at the inlet.

Parameter	Units	Description / Values
Outlet Elev	m	Elevation of conduit invert at the outlet.
Initial Flow	m³/s	No initial flows are set in the model
Flow Limit	m³/s	No flow limits are set in the model
Entry Loss Coeff.	-	To simulate losses at the culvert inlet under the existing conditions the value is set to 0.9 simulate projecting type of the culvert inlet; To simulate losses at the culvert new configuration under the pot-development condition the value is set to 0.2 to simulate inlet
		with headwall structure.
		No losses are applied to the major system.
Exit Loss Coeff.	-	For the pipe system (culvert sections) the exit loss coefficient is based on the angle of change in flow direction at the upstream manhole as per the values below (read from City of Ottawa Sewer Design Guidelines Appendix 6-B). No losses are applied to the major system.
		Angle ° Loss Coeff. 0 0.020 10 0.045 15 0.150 20 0.118 30 0.210 40 0.325 50 0.460 60 0.635 70 0.840 80 1.065 90 1.320
		Exit losses from the pipe system into Plunge Pool, is 1.0.
		No losses are applied to the major system.
Average Loss Coeff.	-	The average loss coefficient is not used in this model.
Seepage Rate	mm/hr	There is no seepage applied to conduits in this model.
Flap Gate	-	No flap gates are applied to the model conduits.

Parameter	Units	Description / Values
Cross Section	-	Culvert conduits are represented with circular cross section
		Major system conduits are Irregular and use the transect listed in the parameter below.
Geometry	m	The geometry of the conduit for cross sections other than irregular. For the culvert system the single value is the pipe diameter.
Barrels	-	The number of identical sewers within the conduit, usually 1.
Transect	-	The cross sections of the swales are based on the proposed swale design.
Shape Curve	-	Not used in this model
Culvert Code	-	Not used in this model

G2.2 Weirs

Weirs are generally used in the model to represent the transfer of flow from surcharging of low points to a downstream node. Weirs are also used to represent potential flow across the road or rail over a culvert crossing. In this model weirs were only used to transfer major flow over the proposed rock check dams in swale and to simulate flow over the emergency spillway at the proposed dry pond.

Parameter	Units	Description / Values
Name	-	Weirs are named using the standard PCSWMM naming convention with prefix 'W' and associated ID number (ex., 'W4').
Inlet Node	-	Upstream node of the weir element.
Outlet Node	-	Downstream node of the weir element.
Tag	-	No tags were used for the weirs.
Туре	-	Weirs in the model representing the rock check dams are trapezoidal while other weirs used in the model such as emergency spillway at the pond are transverse weirs.

Parameter	Units	Description / Values
Height	m	Height of the weir is based on the proposed swale and emergency spillway geometry.
Length	m	Length of the weir is based on the proposed swale and emergency spillway geometry.
Side Slope	m/m	No side slopes are applied.
Inlet Offset	m	To simulate rock check dams the inlet offset is set to 450 mm to represent the height of the check dam;
		The inlet offset for the emergency spillway is based on the spill point elevation from the proposed Dry Pond.
Discharge Coeff.	m³/s	The discharge coefficient of 1.84 is used in the model to represent a broad crested weir.
Flap Gate	-	No flap gates are applied to weirs in the model.
End Contractions	-	No end contractions are applied to weirs in the model.
End Coeff.	m³/s	No end coefficient losses are applied to weirs in the model.
Can Surcharge	-	Weirs are not allowed to surcharge.

G2.3 Outlets

Outlet elements are not used in the model.

G2.4 Orifices

Orifices are used to represent the control device at the outlet of the Dry Pond.

Parameter	Units	Description / Values
Name	1	Orifice is named using the standard PCSWMM naming convention with prefix 'OR' and associated ID number (i.e., 'OR1').
Inlet Node	-	Upstream node of the orifice link.

Parameter	Units	Description / Values
Outlet Node	-	Downstream node of the orifice link.
Tag	-	No tag was used for the orifice.
Туре	-	Side orifices was used for the Dry Pond outlet.
Cross Section	-	Cross section used is circular.
Height	m	The orifice dimensions are set to ensure a freeboard in the Dry Pond of 300 mm during the critical 1:100 year 24-hour SCS Type II storm and to limit the outflow from the pond.
Width	m	For side orifice values are set to 0.
Inlet Offset	m	The orifice is set to pond bottom elevation.
Discharge Coefficient	-	The discharge coefficient was set to 0.61.
Flap Gate	-	Flap gate was not used for the orifice links.
Time to Open/Close	Н	This value was set to 0.

G3.0 Node elements

G3.1 Junctions

For standard manholes the Storage node type is used. Junction node types are used for major system nodes and have no storage or spatial dimensions, other than elevation, associated with them.

Parameter	Units	Description / Values
Name	-	Junctions are named using the standard PCSWMM naming convention with prefix 'J' and associated ID number (i.e., 'J31')
Tag	-	Junction nodes were not tagged.
Inflows	-	No additional inflows in the system are simulated

Parameter	Units	Description / Values
Treatment	1	No treatment is modelled
Invert Elevation	m	Invert elevations for junction nodes representing existing road side ditches are obtained from the topographical survey. Swale invert elevations are based on the proposed design.
Rim Elevation	m	For major system nodes representing the road side ditches connecting points the rim elevation is read from the topographical survey. Swale RIM elevations are set to match the proposed swale design depth.
Depth	m	The depth is internally calculated in PCSWMM as the difference between the invert and rim elevations.
Initial Depth	m	No initial depths are set in the model.
Surcharge Depth	m	No surcharge depths are set in the model.
Ponded Area	m²	No ponded areas are set in the model.

G3.2 Storage

Storage nodes are used to represent culvert manholes at the location where culvert changes flow direction and plunge pool and Dry Pond storage.

Parameter	Units	Description / Values
Name	-	Culvert storage nodes are representing maintenance hole structures. The name of the nodes are having prefix 'MH-' and associated ID number (ex., 'MH-1'). Storage node representing dry pond within proposed development is named as 'SWM_Dry_Pond'. Storage node representing plunge pool is named as 'Plunge_Pool'.

Parameter	Units	Description / Values
Tag	-	 The following tags were used in the model to differentiate between various storage nodes used in the model: Manhole – used for the nodes that represent the maintenance hole locations along the proposed culvert; Plunge Pool – used for the nodes that represents the existing surface storage area located downstream of the site location; and Dry Pond – used for the node that represents the proposed Dry Pond SWM facility
Inflows	-	No additional inflows are modeled.
Treatment	-	No treatment is modelled
Invert Elevation	m	For culvert the invert elevation is as per the proposed culvert design. For dry pond the invert elevation is the base of the pond as per the grading plan. Plunge Pool has invert elevation based on the topographic information.
Rim Elevation	m	For culvert manholes the rim elevation is as per the surface elevation of the grading plan. For dry pond the rim elevation is set to be 0.5 m higher than top of the pond from the grading plan to accommodate flow depth over the emergency spillway. Plunge pool RIM elevation is increased to match the top of the highest connecting conduit.
Depth	m	The depth is internally calculated in PCSWMM as the difference between the invert and rim elevations.

Parameter	Units	Description / Values
Initial Depth	m	Initial depth in the model has been calculated to account for the starting elevation of the downstream boundary condition in the plunge pool. The initial depth was calculated as the difference between the starting water level and the node invert elevation. Where the invert elevation was higher than starting water level in the plunge pool the initial depth value was set to zero.
Ponded Area	m²	No ponded areas are set in the model.
Evaporation Factor	fraction	No evaporation is considered in design event analysis.
Storage Curve	-	For manholes in the culvert the Function storage curves are used. The storage is set at a constant representing the base area of a manhole for the entire depth. For dry pond storage Tabular curves are used to represent the designed pond storage capacity. For plunge pool storage Tabular curves are used to represent the existing storage capacity based on the available topographic information
Conductivity	mm/hr	No conductivity was simulated in the model.

G3.3 Outfalls

Outfalls are the terminal nodes of the drainage system used to define the final downstream boundary.

Parameter	Units	Description / Values
Name	-	Outfall nodes are named as per the PCSWMM naming convention using prefix 'OF' and associated ID number (i.e., 'OF1').
Tag	-	No tags were used for the outfalls.
Inflows	-	No external inflows are applied at outfall nodes
Treatment	-	No treatment is modelled

Parameter	Units	Description / Values
Invert Elevation	m	The invert elevation is based on the existing topographical information.
Rim Elevation	m	Similarly as for the invert elevation, same sources were used to determine RIM elevations of outfall node.
Tide Gate	-	No backflow is prevented in the model outfalls and therefore 'No' is selected.
Route To	-	If flow from the outfall is directed to another subcatchment but this is not done in the model and this parameter is left blank.
Туре	-	Outfall boundary condition is set to 'Free' for both, pre- and post-development conditions.

G3.4 Inflows

No inflows were used in the model

Modeling Parameters - Pre-Development Conditions

Subcatchment ID	Tag	Area (ha)	Width (m)	Flow Length (m)	Slope (%)	Imperv. (%)	N Imperv	N Perv	Dstore Imperv (mm)	Dstore Perv (mm)	Percent Routed (%)	Curve Number	Drying Time (days)
S1	Pre-Development	0.33	180.0	18.2	0.50	30.00	0.013	0.25	1.57	7.60	100.00	78	7
S2	Post-Development	3.30	85.0	388.0	1.33	29.00	0.013	0.25	1.57	7.60	100.00	78	7
S3	Pre-Development	68.38	488.0	1401.2	1.33	22.00	0.013	0.25	1.57	7.60	100.00	78	7
S4	Post-Development	3.99	110.0	362.4	1.33	7.14	0.013	0.25	1.57	7.60	100.00	78	7

Modeling Parameters - Post-Development Conditions

Subcatchment ID	Tag	Area (ha)	Width (m)	Flow Length (m)	Slope (%)	Imperv. (%)	N Imperv	N Perv	Dstore Imperv (mm)	Dstore Perv (mm)	Percent Routed (%)	Curve Number	Drying Time (days)
S1	Pre-Development	0.2946	160.0	18.4	0.50	30.00	0.013	0.25	1.57	7.6	100.0	78	7
S2	Pre-Development	0.5047	274.0	18.4	0.50	30.00	0.013	0.25	1.57	7.6	100.0	78	7
S3	Pre-Development	68.3808	488.0	1401.2	1.33	22.00	0.013	0.25	1.57	7.6	100.0	78	7
S4	Pre-Development	0.6400	70.7	90.5	1.33	24.00	0.013	0.25	1.57	7.6	100.0	78	7
S5	Pre-Development	0.6067	59.6	101.9	1.33	7.14	0.013	0.25	1.57	7.6	100.0	78	7
S6	Post-Development	0.4785	414.2	11.6	25.00	7.14	0.013	0.25	1.57	6.4	100.0	81	7
S7	Post-Development	0.4099	220.9	18.6	10.00	7.14	0.013	0.25	1.57	6.4	100.0	81	7
S8	Post-Development	0.9973	232.1	43.0	7.50	14.30	0.013	0.25	1.57	6.4	100.0	81	7
S9	Post-Development	0.2818	263.5	10.7	2.00	100.00	0.013	0.25	1.57	6.4	100.0	81	7
S10	Post-Development	0.8379	309.3	27.1	0.50	71.40	0.013	0.25	1.57	6.4	100.0	81	7
S11	Pre-Development	2.2512	69.4	324.2	1.33	35.00	0.013	0.25	1.57	7.6	100.0	78	7

APPENDIX G3

STORMWATER PCSWMM OUTPUT FILES

Culvert_FUT_SCS_24hr_100_REV2

[TITLE]

East Swale Revised;

Removed orifice from west and central grassed swale

[OPTIONS]

;;Options	Value
-	value
;;FLOW UNITS	CMS
INFILTRATION	CURVE NUMBER
FLOW ROUTING	DYNWAVE
LINK OFFSETS	ELEVATION
MIN SLOPE	0
ALLOW_PONDING	NO
SKIP_STEADY_STATE	NO
START_DATE	01/01/2000
START TIME	00:00:00
REPORT_START_DATE	01/01/2000
REPORT_START_TIME	00:00:00
END_DATE	01/05/2000
END_TIME	00:00:00
SWEEP_START	01/01
SWEEP_END	12/31
DRY_DAYS	0
REPORT_STEP	00:01:00
WET_STEP	00:05:00
DRY_STEP	00:05:00
ROUTING_STEP	1
RULE_STEP	00:00:00
INERTIAL_DAMPING	PARTIAL
NORMAL_FLOW_LIMITED	BOTH
FORCE_MAIN_EQUATION	H-W
VARIABLE_STEP	0.75
LENGTHENING_STEP	0
MIN_SURFAREA	1.167
MAX_TRIALS	8
HEAD_TOLERANCE	0.0015
SYS_FLOW_TOL	5
LAT_FLOW_TOL	5
MINIMUM_STEP	0.5

[EVAPORATION]

THREADS

;;Type	Parameters
;;	
CONSTANT	0.0
DDV ONTV	NO

[RAINGAGES]

i i	Rain	Time	Snow	Data
;;Name	Type	Intrvl	Catch	Source
;;				
Chicago_3h_10	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_10
Chicago_3h_100	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_100
Chicago_3h_2	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_2
Chicago_3h_25	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_25
Chicago_3h_5	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_5
Chicago_3h_50	INTENSITY	0:10	1.0	TIMESERIES Chicago_3h_50
SCS 24hr 100xr Dymond	TMTFMCTTV	0:15	1 0	TIMESERIES SCS 24hr 100vr Dymond

SCS_24hr_130_Dymond INTENSITY 0:15 1.0 TIMESERIES SCS_24hr_130_Dymond SCS_24hr_5_Dymond INTENSITY 0:15 1.0 TIMESERIES SCS_24hr_5_Dymond

L	SUBCATCHMENT	2 J
:	:	

Snow			10001	101101		10110.	CULD
;;Name Pack	Raingage	Outlet	Area	Imperv	Width	Slope	Length
;;							
S1	SCS 24hr 100yr Dy	mond TOA	0.2946	30	160	0.5	0
S10	SCS_24hr_100yr_Dy			71.4	309.313	0.5	0
S11	SCS_24hr_100yr_Dy	mond J17	2.2512	35	69.436	1.329	0
S12	SCS_24hr_100yr_Dy	mond J18	0.1008	100	126.196	2	0
S13	SCS_24hr_100yr_Dy	mond J15	0.1572	100	180.482	2	0
S14	SCS_24hr_100yr_Dy	mond J22	0.0533	100	64.688	2	0
S2	SCS_24hr_100yr_Dy	mond J5	0.5047	30	274	0.5	0
S3	SCS_24hr_100yr_Dy	mond J1	68.3808	22	488	1.329	0
S4	SCS_24hr_100yr_Dy	mond J22	0.64	24	70.726	1.329	0
S5	SCS_24hr_100yr_Dy	mond J16	0.6067	7.14	59.551	1.329	0
S6	SCS_24hr_100yr_Dy	mond J20	0.4785	7.14	414.182	25	0
S7	SCS_24hr_100yr_Dy	mond J18	0.4099	7.14	220.929	10	0
S8	SCS_24hr_100yr_Dy	mond J24	0.9973	14.3	232.098	7.5	0
S9	SCS 24hr 100yr Dy	mond SWM Dry Pon	d 0.2818	100	263.451	2	0

Total

Pcnt.

Pcnt.

Curb

[SUBAREAS]

[PODYKEVP]							
;;Subcatchment	N-Imperv	N-Perv	S-Imperv	S-Perv	PctZero	RouteTo	PctRouted
;;							
S1	0.013	0.25	1.57	7.6	0	PERVIOUS	100
S10	0.013	0.25	1.57	6.4	0	PERVIOUS	100
S11	0.013	0.25	1.57	7.6	0	PERVIOUS	100
S12	0.013	0.25	1.57	6.4	0	OUTLET	
S13	0.013	0.25	1.57	6.4	0	OUTLET	
S14	0.013	0.25	1.57	6.4	0	OUTLET	
S2	0.013	0.25	1.57	7.6	0	PERVIOUS	100
S3	0.013	0.25	1.57	7.6	0	PERVIOUS	100
S4	0.013	0.25	1.57	7.6	0	PERVIOUS	100
S5	0.013	0.25	1.57	7.6	0	OUTLET	
S6	0.013	0.25	1.57	6.4	0	PERVIOUS	100
S7	0.013	0.25	1.57	6.4	0	PERVIOUS	100
S8	0.013	0.25	1.57	6.4	0	PERVIOUS	100
59	0 013	0 25	1 57	6 4	0	OHTHET	

[INFILTRATION]

;;Subcatchment	CurveNum	HydCon	DryTime
;;			
S1	78	0.5	7
S10	81	0.5	7
S11	78	0.5	7
S12	81	0.5	7
S13	81	0.5	7
S14	81	0.5	7
S2	78	0.5	7
S3	78	0.5	7
S4	78	0.5	7
S5	78	0.5	7
S6	81	0.5	7
S7	81	0.5	7
S8	81	0.5	7
S9	81	0.5	7

[JUNCTIONS]

;;	Invert	Max.	Init.	Surcharge	Ponded
;;Name	Elev.	Depth	Depth	Depth	Area
;;					
J1	210.8	2	0	0	0
J10	208.552	1.02	0	0	0

J11	208.929	1.02	0	0	(CULV-2	J3	J4	31.97	0.024	207.38	206.27
J12 J13	209.325 208.98	1.02	0	0	(0 0 CULV-3A	J5	MH-1	64.214	0.013	206.11	205.757
J14 J15	208.728 209.13	1.02	0	0	(0 0 CULV-3B	MH-1	MH-2	51.57	0.013	205.757	205.473
J16 J17	209.28	1.02	0	0	(0 0						
J18	209.48 209.17	1.02	0	0	(CULV-3C 0 0	MH-2	Plunge_Pool	92.803	0.013	205.473	205.009
J19 J2	208.789 207.18	1.02 3.18	0	0	(DITCH-1 0 0	J1	Ј2	147.146	0.035	210.8	207.18
J20 J21	209.48 208.37	1.02	0	0	(DITCH-2 0 0	Ј2	Ј3	35.868	0.035	207.18	207.38
J22	208.441	0.62	0	0	Č)				DITCH-3	Ј4	J5	7.364	0.035	206.11	206.11
J23 J24	208.296 208.68	1 0.62	0 0	0	(0 0 DITCH-4	J6	J5	16.26	0.035	206.11	206.11
J25 J26	208.07 208.151	1.137	0	0	(0 0 E_SW-1	Ј18	J13	38.146	0.035	209.17	208.98
J27 J28	208.005 208.56	1.76	0	0	(0 0 E SW-2	J13	J19	38.146	0.035	208.98	208.789
J29	207.888	2.092	Ō	0	Ċ)				0 0						
J3 J31	207.38 208.929	2.83	0 0	0	()				N_SW-1 0 0	Ј20	J16	33.962	0.035	209.48	209.28
J32 J33	208.728 208.552	1.02	0	0	(N_SW-2 0 0	J16	J15	29.905	0.035	209.28	209.13
J34 J35	208.368 208.225	1.02 1.065	0	0	(N_SW-3 0 0	J17	J12	30.97	0.035	209.48	209.325
J4	206.11	4.1	0.0	7 0	Ċ)				N_SW-4	J12	J18	30.97	0.035	209.325	209.17
Ј43 Ј44	208.296 208.151	1 1.38	0 0	0	(0 0 S_SW-1	Ј24	J28	23.924	0.035	208.68	208.56
Ј45 Ј5	208.005 206.11	1.76 3.89	0.0	7 0	(0 0 S_SW-2	Ј28	Ј22	23.924	0.035	208.56	208.441
J6 J7	206.11 208.225	3.99 1.065	0.0	7 0	(0 0 S_SW-3	Ј22	J43	29.038	0.035	208.441	208.296
J9	208.368	1.02	0	0	Ċ					0 0						
[OUTFALLS]										S_SW-4 0 0	Ј23	J44	29.038	0.035	208.296	208.151
;; ;;Name	Invert Elev.	Outfal Type		tage/Table ime Series	Tide Gate	Route To				S_SW-5 0 0	Ј26	J45	29.038	0.035	208.151	208.005
;; OF1	204.91	FREE			NO					S_SW-6 0 0	J27	Ј29	23.403	0.035	208.005	207.888
[STORAGE]										SW-13 0 0	Ј19	J5	22.209	0.01	208.789	206.11
;;	Invert	Max.	Init.	Storage	Curve					SW-8	J35	Plunge_Pool	15.037	0.035	208.225	208.15
Evap. ;;Name	Elev.	Depth	Depth	Curve	Params					0 0 W_SW-1	J15	J31	40.182	0.035	209.13	208.929
Frac. Infilt:	ration para 	ameters								0 0 W_SW-2	J11	J32	40.183	0.013	208.929	208.728
MH-1	205.757	4 393	0.423	FUNCTIONAL	. Ո	0	4.524	Ō	0	0 0 W_SW-3	J14	J33	35.163	0.013	208.728	208.552
MH-2	205.473	4.667	0.707	FUNCTIONAL	. 0	0	4.524	0	0	0 0						
Plunge_Pool SWM_Dry_Pond		5.08 0.85	1.26 0	TABULAR TABULAR	Plunge_ Dry_Por			0	0	W_SW-4 0 0	J10	Ј34	36.896	0.035	208.552	208.368
[CONDUITS]										W_SW-5 0 0	J9	J7	28.577	0.035	208.368	208.225
;; Init. Max.	Inlet		Outlet			Manning	Inlet	Outl	et	[ORIFICES]						
;;Name	Node		Node	Len	gth	N	Offset	Offs	et	;;	Inlet	Outlet	Orifice	Crest	Disch.	Flap
Flow Flow										Open/Close ;;Name	Node	Node	Type	Height	Coeff.	Gate Time
C2	 J21		J25	59.	5	0.013	208.37	208.	07	;;						
0 0 C3	Ј25		MH-1	14.		0.013	208.07	208		OR1	SWM_Dry_Pond	J21	SIDE	208.37	0.61	NO 0
0 0									0.77	[WEIRS]	T=1-E	0	77 - 1	Q'	D42:	Pl P-1
CULV-1 0 0	Ј2		J6	45.	015	0.024	207.18	206.	21	;; End	Inlet	Outlet	Weir	Crest	Disch.	Flap End

J.L. Richards & Associates Limited JLR No.: 28236-000

Name eff.			Node th RoadSurf Co		Height	Coeff.		e Con.	SW-16_6 W1 W11	RE	RAPEZOIDAL ECT_OPEN ECT_OPEN	0.17 0.5 0.3		20 10 1	20 0 0	20 0 0		
									W2		RAPEZOIDAL			5.737	3	3		
	***	J43	J23	TRAPEZOIDAL	208.746	1.84	NO	0	W4		RAPEZOIDAL			2.951	3	3		
	NO	J44	J26	TRAPEZOIDAL	208 601	1.84	NO	0	W5 W6		RAPEZOIDAL RAPEZOIDAL			2.951 2.641	3 3	3 3		
	NO	011	020	11411 2201212	200.001	1.01	1.0	Ü	w7		RAPEZOIDAL			3.238	3	3		
		J45	J27	TRAPEZOIDAL	208.455	1.84	NO	0										
	NO	Plunge_Pool	OF1	TRANSVERSE	206.18	1.84	NO	0	[TRANSECTS]									
	NO	Piunge_Pooi	OFI	IRANSVERSE	200.10	1.04	NO	U	NC 0.035 0.	.035	0.035							
16_6		J29	Plunge_Pool	TRAPEZOIDAL	208.338	1.84	NO	0	X1 Culvert_Out	let	4	0.0	10	0.0	0.0	0.0	0.0	0.0
	NO	CMM Dwg Dond	T24	TD MICTIED CE	208.92	1 0/	NO.	0	GR 0.4 0		0	4	0	6	1.3	10		
	NO	SWM_Dry_Pond	J24	TRANSVERSE	200.92	1.84	NO	U	NC 0.035 0.	.035	0.035							
		J19	J5	TRANSVERSE	209.589	1.84	NO	0	X1 East_Swale		6	0	4.644	0.0	0.0	0.0	0.0	0.0
	NO		-05						GR 0.829 0		0.026	2.562	0	2.643	0.01	2.698	0.123	3.64
	NO	J7	J35	TRAPEZOIDAL	208.675	1.84	NO	0	GR 0.245 4.	644								
	NO	J31	J11	TRAPEZOIDAL	209.379	1.84	NO	0	NC 0.035 0.	.035	0.035							
	NO								X1 North-East_	_1	5	0.0	12.759	0.0	0.0	0.0	0.0	0.0
		J32	J14	TRAPEZOIDAL	209.178	1.84	NO	0	GR 0.222 0		0.191	3.109	0.101	5.194	0	7.18	0.694	12.7
	NO	J33	J10	TRAPEZOIDAL	200 002	1.84	NO	0	NC 0.035 0.	.035	0.035							
	NO	033	010	IRAPEZOIDAL	209.002	1.04	NO	U	X1 North-East		5	0.0	12.848	0.0	0.0	0.0	0.0	0.0
		J34	J9	TRAPEZOIDAL	208.818	1.84	NO	0	GR 0.277 0	-	0.16	1.768	0	4.111	0.264	6.229	1.096	12.8
	NO																	
паштом	a 1									.035	0.035 5	0 0	1 00	0.0	0.0	0 0	0.0	0 0
ECTION ink	8]	Shape	Geom1	Geom2 Geom	3 Geor	n4 Bar	rels		X1 North-West_ GR 0.249 0	_1	0.218	0.0 3.008	1.02 0.037	0.0 6.169	0.0	0.0 6.94	0.0 0.999	0.0 15.6
								_	01. 0.219		0.210	3.000	0.057	0.103	Ü	0.51	0.333	13.0
		CIRCULAR	0.3	0 0	0	1				.035	0.035							
		CIRCULAR	0.3	0 0	0	1		_	X1 North-West_	_2	4	0.0	15.397	0.0	0.0	0.0	0.0	0.0
/-1 /-2		CIRCULAR CIRCULAR	1.2	0 0	0	1 1		6 6	GR 0.347 0		0.277	0.708	0	3.821	0.949	15.397		
V-3A		CIRCULAR	1.2	0 0	0	1		1	NC 0.035 0.	.035	0.035							
V-3B		CIRCULAR	1.2	0 0	0	1			X1 Plain_Ditch		4	0.0	16	0.0	0.0	0.0	0.0	0.0
V-3C		CIRCULAR	1.2	0 0	0	1			GR 1.74 0		0	6.23	0.01	11.14	1.63	16		
CH-1		IRREGULAR	ROW_Ditch	0 0	0	1			0 045 0									
CH-2 CH-3		IRREGULAR IRREGULAR	ROW_Ditch Culvert_Outlet	0 0	0	1			NC 0.045 0. X1 ROW_Ditch	.045	0.035 7	6.29	13.45	0.0	0.0	0.0	0.0	0.0
CH-3		IRREGULAR	Culvert_Outlet	0 0	0	1			GR 1.64 0		1.55	3.9	1.37	6.29	0.03	8.33	0.0	9.33
N-1		IRREGULAR	East_Swale	0 0	0	1				3.45	1.29	14.7	1.57	0.25	0.05	0.55	Ü	,.,,
N-2		IRREGULAR	East_Swale	0 0	0	1												
W-1		IRREGULAR	North-West_1	0 0	0	1			;Source:									
N-2		IRREGULAR	North-West_2	0 0	0	1			;West Swale Cr		Section Ex	cel File	;					
W-3 W-4		IRREGULAR IRREGULAR	North-East_1 North-East_2	0 0	0	1			Cross Section; NC 0.035 0.	.035	0.035							
W-1		TRAPEZOIDAL	0.62	2 20	20	1			X1 Transect#1	. 055	8	0.0	1.481	0.0	0.0	0.0	0.0	0.0
W-2			0.62	2 20	20	1			GR 0.955 0		0.12	6.606	0.117	6.712	0	7.052	0.017	7.42
W-3		TRAPEZOIDAL		2 20	20	1			GR 0.12 8.	642	0.127	8.755	1.481	12.848				
W-4		TRAPEZOIDAL		2 20	20	1				_								
W-5 W-6		TRAPEZOIDAL TRAPEZOIDAL		2 20 20	20 20	1			;West Swale Cr ;Cross Section		section Ex	cel File	i					
и-6 13		IRREGULAR	East_Swale	0 0	0	1			NC 0.035 0.		0.035							
3		IRREGULAR	Transect#1	0 0	Ö	1			X1 Transect#2		8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
v-1		IRREGULAR	Transect#5	0 0	0	1			GR 1.255 0		0.392	2.793	0	3.929	0.04	4.27	0.217	4.76
N-2		IRREGULAR	Transect#2	0 0	0	1			GR 0.328 5.	.202	0.368	5.359	2.262	9.903				
√3 1		IRREGULAR	Transect#4	0 0	0	1												
√-4 √-5		IRREGULAR IRREGULAR	Transect#3 Transect#1	0 0	0	1			;Source: ;West Swale Cr	nga c	Section Pv	cel File	:					
		CIRCULAR	0.1	0 0	0				Cross Section		JUCULUM EA	oci riie	•					
			0.17	20 20	20					.035	0.035							
			0.17	20 20	20				X1 Transect#3		8	0.0	7.659	0.0	0.0	0.0	0.0	0.0
		TRAPEZOIDAL		20 20	20				GR 1.156 0		0.641	1.718	0	4.086	0.127	4.457	0.271	4.88
		RECT_OPEN	0.5	8 0	0				GR 0.345 5.	. 219	0.454	5.67	1.275	7.659				

J.L. Richards & Associates Limited JLR No.: 28236-000

;Source: ;West Swale Cross ;Cross Section 4 NC 0.035 0.035 X1 Transect#4 GR 0.901 0 GR 0.115 2.376 ;North-West Corne ;West Swale Cross ;Cross Section 5 NC 0.035 X1 Transect#5 GR 1.125 0 GR 0.328 5.202	0.035 8 0.243 0.846 er of the F S Section F 0.035 8 0.392	0.0 1.494 5.154 Building;	0.069 1.879	0.0 1.865 7.898	0.0 0	0.0 2.069 0.0 4.27	0.0 0.076 0.0 0.217	0.0 2.259 0.0 4.761	Chicago_3h_10 ;Chicago_design_storm, rain_units = mm/hr. Chicago_3h_100 Chicago_3h_100	1:10 1:20 1:30 1:40 1:50 2:00 2:10 2:20 2:30 2:40 2:50 3:00 a = 1037.049	14.341 8.551 6.301 5.063 4.267 3.708 3.291 2.967 2.708 2.494 2.316 0 , b = 0.011, c = 2.986 3.487	0.815, Duration = 180 minutes, r = 0.3	35,
[LOSSES]	T. 1 . 1	0.13.1		-1		a			Chicago_3h_100	0:20	4.226		
;;Link ;;	Inlet	Outlet	Average	Flap		SeepageRate			Chicago_3h_100 Chicago_3h_100	0:30 0:40	5.44 7.893		
	0	0.045	0	NO		0			Chicago_3h_100	0:50	16.732		
	0	1.32	0	NO		0			Chicago_3h_100	1:00	158.639		
CULV-1	0.9	1	0	NO		0			Chicago_3h_100	1:10	18.71		
CULV-2	0.9	1	0	NO		0			Chicago_3h_100	1:20	11.031		
CULV-3A	0.2	0.46	0	NO		0			Chicago_3h_100	1:30	8.068		
	0	0.46	0	NO		0			Chicago_3h_100	1:40	6.447		
CULV-3C	0	1	0	NO		0			Chicago_3h_100	1:50	5.41		
f draward 1									Chicago_3h_100	2:00	4.684		
[CURVES] ;;Name	m	X-Value	Y-Value						Chicago_3h_100	2:10 2:20	4.144 3.726		
;;	Type	x-value							Chicago_3h_100 Chicago_3h_100	2:30	3.726		
Dry_Pond	Storage	0	0						Chicago_3h_100	2:40	3.118		
Dry_Pond	beorage	0.03	12						Chicago_3h_100	2:50	2.889		
Dry_Pond		0.13	245						Chicago_3h_100	3:00	0		
Dry_Pond		0.23	590								-		
Dry_Pond		0.33	965						;Chicago design storm,	a = 520.957	b = 3.403, c = 0	0.809, Duration = 180 minutes, $r = 0.35$	5,
Dry_Pond		0.43	1105						rain units = mm/hr.				
Dry_Pond		0.55	1199						Chicago_3h_2	0:00	1.705		
Dry_Pond		0.85	1199						Chicago_3h_2	0:10	2.014		
									Chicago_3h_2	0:20	2.483		
Existing	Storage	0	0						Chicago_3h_2	0:30	3.29		
Existing		0.64	0.64						Chicago_3h_2	0:40	5.054		
Existing		0.89	15.2163						Chicago_3h_2	0:50	12.763		
Existing		1.14	35.264 60.0553						Chicago_3h_2	1:00 1:10	63.811		
Existing Existing		1.64	89.6023						Chicago_3h_2 Chicago_3h_2	1:20	14.516 7.528		
Existing		1.89	123.8071						Chicago_3h_2	1:30	5.176		
Existing		2.14	163.2699						Chicago_3h_2	1:40	3.987		
Existing		2.39	210.5063						Chicago_3h_2	1:50	3.266		
Existing		2.64	265.878						Chicago_3h_2	2:00	2.78		
~									Chicago_3h_2	2:10	2.43		
Plunge_Pool	Storage	0	301						Chicago_3h_2	2:20	2.163		
Plunge_Pool		1.26	1304						Chicago_3h_2	2:30	1.954		
Plunge_Pool		1.76	1304						Chicago_3h_2	2:40	1.785		
									Chicago_3h_2	2:50	1.645		
[TIMESERIES] ;;Name	Date	Time	Value						Chicago_3h_2	3:00	0		
;;									:Chicago decign etorm	a = 810 916	b = 0.018 c - 0	0.803, Duration = 180 minutes, r = 0.35	5
;Chicago design s	storm a =				3 Dura	tion = 180 m	inutes r	= 0 35 rain	rain units = mm/hr.	u = 010.910,	D = 0.010, C = 1	0.005, Dalacion - 100 minutes, 1 - 0.35	11
units = mm/hr.		2.,,, 0	0.05, 0	. 0.75	-,	100 iii		,	Chicago_3h_25	0:00	2.644		
Chicago_3h_10		0:00	2.392						Chicago_3h_25	0:10	3.081		
Chicago_3h_10		0:10	2.782						Chicago_3h_25	0:20	3.722		
Chicago_3h_10		0:20	3.354						Chicago_3h_25	0:30	4.775		
Chicago_3h_10		0:30	4.29						Chicago_3h_25	0:40	6.89		
Chicago_3h_10		0:40	6.167						Chicago_3h_25	0:50	14.447		
Chicago_3h_10		0:50	12.848						Chicago_3h_25	1:00	127.453		
Chicago_3h_10		1:00	106.364						Chicago_3h_25	1:10	16.137		

 J.L. Richards & Associates Limited
 May 14, 2019

 JLR No.: 28236-000
 -4

 Revision: 0

Chicago_3h_25	1:20	9.584	SCS_24hr_100yr_Dymond	2:30	0.996
Chicago_3h_25	1:30	7.042	SCS_24hr_100yr_Dymond	2:45	0.996
Chicago_3h_25	1:40	5.645	SCS 24hr 100yr Dymond	3:00	0.996
	1:50	4.748	SCS_24hr_100yr_Dymond	3:15	0.996
Chicago_3h_25					
Chicago_3h_25	2:00	4.12	SCS_24hr_100yr_Dymond	3:30	0.996
Chicago_3h_25	2:10	3.652	SCS_24hr_100yr_Dymond	3:45	0.996
Chicago_3h_25	2:20	3.289	SCS_24hr_100yr_Dymond	4:00	1.226
Chicago_3h_25	2:30	2.998	SCS_24hr_100yr_Dymond	4:15	1.226
Chicago_3h_25	2:40	2.759	SCS_24hr_100yr_Dymond	4:30	1.226
Chicago_3h_25	2:50	2.559	SCS_24hr_100yr_Dymond	4:45	1.226
Chicago_3h_25	3:00	0	SCS_24hr_100yr_Dymond	5:00	1.226
			SCS_24hr_100yr_Dymond	5:15	1.226
;Chicago design storm, a	a = 589.236, b	= 0.668, c = 0.793, Duration = 180 minutes, r = 0.35,	SCS_24hr_100yr_Dymond	5:30	1.226
rain units = mm/hr.			SCS_24hr_100yr_Dymond	5:45	1.226
Chicago_3h_5	0:00	2.15	SCS_24hr_100yr_Dymond	6:00	1.379
Chicago_3h_5	0:10	2.506	SCS_24hr_100yr_Dymond	6:15	1.379
Chicago_3h_5	0:20	3.032	SCS_24hr_100yr_Dymond	6:30	1.379
Chicago_3h_5	0:30	3.902	SCS_24hr_100yr_Dymond	6:45	1.379
Chicago 3h 5	0:40	5.684	SCS 24hr 100yr Dymond	7:00	1.685
Chicago_3h_5	0:50	12.533	SCS_24hr_100yr_Dymond	7:15	1.685
Chicago_3h_5	1:00	90.161	SCS_24hr_100yr_Dymond	7:30	1.685
Chicago_3h_5	1:10	14.059	SCS_24hr_100yr_Dymond	7:45	1.685
Chicago_3h_5	1:20	8.014	SCS_24hr_100yr_Dymond	8:00	1.992
	1:30	5.81		8:15	1.992
Chicago_3h_5	1:40	4.628	SCS_24hr_100yr_Dymond	8:30	2.145
Chicago_3h_5			SCS_24hr_100yr_Dymond		
Chicago_3h_5	1:50	3.88	SCS_24hr_100yr_Dymond	8:45	2.145
Chicago_3h_5	2:00	3.359	SCS_24hr_100yr_Dymond	9:00	2.451
Chicago_3h_5	2:10	2.974	SCS_24hr_100yr_Dymond	9:15	2.451
Chicago_3h_5	2:20	2.676	SCS_24hr_100yr_Dymond	9:30	2.758
Chicago_3h_5	2:30	2.438	SCS_24hr_100yr_Dymond	9:45	2.758
Chicago_3h_5	2:40	2.243	SCS_24hr_100yr_Dymond	10:00	3.524
Chicago_3h_5	2:50	2.08	SCS_24hr_100yr_Dymond	10:15	3.524
Chicago_3h_5	3:00	0	SCS_24hr_100yr_Dymond	10:30	4.749
			SCS_24hr_100yr_Dymond	10:45	4.749
	a = 923.446, b	= 0.015, c = 0.81, Duration = 180 minutes, r = 0.35,		11:00	7.354
units = mm/hr.			SCS_24hr_100yr_Dymond	11:15	7.354
Chicago_3h_50	0:00	2.802	SCS_24hr_100yr_Dymond	11:30	22.674
Chicago_3h_50	0:10	3.269	SCS_24hr_100yr_Dymond	11:45	93.758
Chicago_3h_50	0:20	3.956	SCS_24hr_100yr_Dymond	12:00	11.03
Chicago_3h_50	0:30	5.086	SCS_24hr_100yr_Dymond	12:15	11.03
Chicago_3h_50	0:40	7.362	SCS_24hr_100yr_Dymond	12:30	5.668
Chicago_3h_50	0:50	15.539	SCS_24hr_100yr_Dymond	12:45	5.668
Chicago_3h_50	1:00	142.851	SCS_24hr_100yr_Dymond	13:00	4.136
Chicago_3h_50	1:10	17.368	SCS_24hr_100yr_Dymond	13:15	4.136
Chicago_3h_50	1:20	10.27	SCS_24hr_100yr_Dymond	13:30	3.217
Chicago_3h_50	1:30	7.525	SCS_24hr_100yr_Dymond	13:45	3.217
Chicago_3h_50	1:40	6.021	SCS_24hr_100yr_Dymond	14:00	2.298
Chicago_3h_50	1:50	5.057	SCS_24hr_100yr_Dymond	14:15	2.298
Chicago_3h_50	2:00	4.382	SCS_24hr_100yr_Dymond	14:30	2.298
Chicago_3h_50	2:10	3.881	SCS_24hr_100yr_Dymond	14:45	2.298
Chicago 3h 50	2:20	3.491		15:00	2.298
			SCS_24hr_100yr_Dymond		
Chicago_3h_50	2:30	3.18	SCS_24hr_100yr_Dymond	15:15	2.298
Chicago_3h_50	2:40	2.925	SCS_24hr_100yr_Dymond	15:30	2.298
Chicago_3h_50	2:50	2.711	SCS_24hr_100yr_Dymond	15:45	2.298
Chicago_3h_50	3:00	0	SCS_24hr_100yr_Dymond	16:00	1.379
			SCS_24hr_100yr_Dymond	16:15	1.379
		al rainfall = 76.6 mm, rain units = mm/hr.	SCS_24hr_100yr_Dymond	16:30	1.379
SCS_24hr_100yr_Dymond	0:00	0.843	SCS_24hr_100yr_Dymond	16:45	1.379
SCS_24hr_100yr_Dymond	0:15	0.843	SCS_24hr_100yr_Dymond	17:00	1.379
SCS_24hr_100yr_Dymond	0:30	0.843	SCS_24hr_100yr_Dymond	17:15	1.379
SCS_24hr_100yr_Dymond	0:45	0.843	SCS_24hr_100yr_Dymond	17:30	1.379
SCS_24hr_100yr_Dymond	1:00	0.843	SCS_24hr_100yr_Dymond	17:45	1.379
SCS_24hr_100yr_Dymond	1:15	0.843	SCS_24hr_100yr_Dymond	18:00	1.379
SCS_24hr_100yr_Dymond	1:30	0.843	SCS_24hr_100yr_Dymond	18:15	1.379
SCS_24hr_100yr_Dymond	1:45	0.843	SCS_24hr_100yr_Dymond	18:30	1.379
SCS_24hr_100yr_Dymond	2:00	0.996	SCS_24hr_100yr_Dymond	18:45	1.379
SCS_24hr_100yr_Dymond	2:15	0.996	SCS_24hr_100yr_Dymond	19:00	1.379
	2.15		505_1111_100/1_5/Mond	23.00	1.3.3

SCS_24hr_100yr_Dymond	19:15	1.379	SCS_24hr_130_Dymond	11:30	29.476
SCS_24hr_100yr_Dymond	19:30	1.379	SCS_24hr_130_Dymond	11:45	121.886
	19:45	1.379		12:00	14.34
SCS_24hr_100yr_Dymond			SCS_24hr_130_Dymond		
SCS_24hr_100yr_Dymond	20:00	0.919	SCS_24hr_130_Dymond	12:15	14.34
SCS_24hr_100yr_Dymond	20:15	0.919	SCS_24hr_130_Dymond	12:30	7.369
SCS_24hr_100yr_Dymond	20:30	0.919	SCS_24hr_130_Dymond	12:45	7.369
SCS_24hr_100yr_Dymond	20:45	0.919	SCS_24hr_130_Dymond	13:00	5.377
SCS_24hr_100yr_Dymond	21:00	0.919	SCS_24hr_130_Dymond	13:15	5.377
SCS_24hr_100yr_Dymond	21:15	0.919	SCS_24hr_130_Dymond	13:30	4.182
SCS_24hr_100yr_Dymond	21:30	0.919	SCS_24hr_130_Dymond	13:45	4.182
SCS_24hr_100yr_Dymond	21:45	0.919	SCS_24hr_130_Dymond	14:00	2.987
		0.919			
SCS_24hr_100yr_Dymond	22:00		SCS_24hr_130_Dymond	14:15	2.987
SCS_24hr_100yr_Dymond	22:15	0.919	SCS_24hr_130_Dymond	14:30	2.987
SCS_24hr_100yr_Dymond	22:30	0.919	SCS_24hr_130_Dymond	14:45	2.987
SCS_24hr_100yr_Dymond	22:45	0.919	SCS_24hr_130_Dymond	15:00	2.987
SCS_24hr_100yr_Dymond	23:00	0.919	SCS_24hr_130_Dymond	15:15	2.987
SCS_24hr_100yr_Dymond	23:15	0.919	SCS_24hr_130_Dymond	15:30	2.987
SCS_24hr_100yr_Dymond	23:30	0.919	SCS_24hr_130_Dymond	15:45	2.987
SCS_24hr_100yr_Dymond	23:45	0.919	SCS_24hr_130_Dymond	16:00	1.792
bcb_z ini_iovyi_bymond	23.13	0.313	SCS_24hr_130_Dymond	16:15	1.792
. GGG T II 00 F0 di					
		rainfall = 99.58 mm, rain units = mm/hr.	SCS_24hr_130_Dymond	16:30	1.792
SCS_24hr_130_Dymond	0:00	1.095	SCS_24hr_130_Dymond	16:45	1.792
SCS_24hr_130_Dymond	0:15	1.095	SCS_24hr_130_Dymond	17:00	1.792
SCS_24hr_130_Dymond	0:30	1.095	SCS_24hr_130_Dymond	17:15	1.792
SCS_24hr_130_Dymond	0:45	1.095	SCS_24hr_130_Dymond	17:30	1.792
SCS_24hr_130_Dymond	1:00	1.095	SCS_24hr_130_Dymond	17:45	1.792
SCS_24hr_130_Dymond	1:15	1.095	SCS_24hr_130_Dymond	18:00	1.792
SCS_24hr_130_Dymond	1:30	1.095	SCS_24hr_130_Dymond	18:15	1.792
	1:45	1.095		18:30	1.792
SCS_24hr_130_Dymond			SCS_24hr_130_Dymond		
SCS_24hr_130_Dymond	2:00	1.295	SCS_24hr_130_Dymond	18:45	1.792
SCS_24hr_130_Dymond	2:15	1.295	SCS_24hr_130_Dymond	19:00	1.792
SCS_24hr_130_Dymond	2:30	1.295	SCS_24hr_130_Dymond	19:15	1.792
SCS_24hr_130_Dymond	2:45	1.295	SCS_24hr_130_Dymond	19:30	1.792
SCS_24hr_130_Dymond	3:00	1.295	SCS_24hr_130_Dymond	19:45	1.792
SCS_24hr_130_Dymond	3:15	1.295	SCS_24hr_130_Dymond	20:00	1.195
SCS_24hr_130_Dymond	3:30	1.295	SCS_24hr_130_Dymond	20:15	1.195
SCS_24hr_130_Dymond	3:45	1.295	SCS_24hr_130_Dymond	20:30	1.195
	4:00	1.593		20:45	1.195
SCS_24hr_130_Dymond			SCS_24hr_130_Dymond		
SCS_24hr_130_Dymond	4:15	1.593	SCS_24hr_130_Dymond	21:00	1.195
SCS_24hr_130_Dymond	4:30	1.593	SCS_24hr_130_Dymond	21:15	1.195
SCS_24hr_130_Dymond	4:45	1.593	SCS_24hr_130_Dymond	21:30	1.195
SCS_24hr_130_Dymond	5:00	1.593	SCS_24hr_130_Dymond	21:45	1.195
SCS_24hr_130_Dymond	5:15	1.593	SCS_24hr_130_Dymond	22:00	1.195
SCS_24hr_130_Dymond	5:30	1.593	SCS_24hr_130_Dymond	22:15	1.195
SCS_24hr_130_Dymond	5:45	1.593	SCS_24hr_130_Dymond	22:30	1.195
SCS_24hr_130_Dymond	6:00	1.792	SCS_24hr_130_Dymond	22:45	1.195
	6:15	1.792	SCS_24hr_130_Dymond	23:00	1.195
SCS_24hr_130_Dymond	6:30				
SCS_24hr_130_Dymond		1.792	SCS_24hr_130_Dymond	23:15	1.195
SCS_24hr_130_Dymond	6:45	1.792	SCS_24hr_130_Dymond	23:30	1.195
SCS_24hr_130_Dymond	7:00	2.191	SCS_24hr_130_Dymond	23:45	1.195
SCS_24hr_130_Dymond	7:15	2.191			
SCS_24hr_130_Dymond	7:30	2.191	;SCS_Type_II_47.6mm design	storm, total	l rainfall = 47.6 mm, rain units = mm/hr.
SCS_24hr_130_Dymond	7:45	2.191	SCS_24hr_5_Dymond	0:00	0.524
SCS_24hr_130_Dymond	8:00	2.589	SCS_24hr_5_Dymond	0:15	0.524
SCS_24hr_130_Dymond	8:15	2.589	SCS_24hr_5_Dymond	0:30	0.524
SCS_24hr_130_Dymond	8:30	2.788	SCS_24hr_5_Dymond	0:45	0.524
SCS_24hr_130_Dymond	8:45	2.788	SCS_24hr_5_Dymond	1:00	0.524
SCS_24hr_130_Dymond	9:00	3.187	SCS_24hr_5_Dymond	1:15	0.524
SCS_24hr_130_Dymond	9:15	3.187	SCS_24hr_5_Dymond	1:30	0.524
SCS_24hr_130_Dymond	9:30	3.585	SCS_24hr_5_Dymond	1:45	0.524
SCS_24hr_130_Dymond	9:45	3.585	SCS_24hr_5_Dymond	2:00	0.619
SCS_24hr_130_Dymond	10:00	4.581	SCS_24hr_5_Dymond	2:15	0.619
SCS_24hr_130_Dymond	10:15	4.581	SCS_24hr_5_Dymond	2:30	0.619
	10:30	6.174	SCS_24hr_5_Dymond	2:45	0.619
SCS_24hr_130_Dymond				3:00	
SCS_24hr_130_Dymond	10:45	6.174	SCS_24hr_5_Dymond		0.619
SCS_24hr_130_Dymond	11:00	9.56	SCS_24hr_5_Dymond	3:15	0.619
SCS_24hr_130_Dymond	11:15	9.56	SCS_24hr_5_Dymond	3:30	0.619

SCS_24hr_5_Dymond	3:45	0.619	SCS_24hr_	5 Dymond	20:30	0.571
SCS_24hr_5_Dymond	4:00	0.762	SCS 24hr		20:45	0.571
SCS_24hr_5_Dymond	4:15	0.762	SCS_24hr_		21:00	0.571
SCS_24hr_5_Dymond	4:30	0.762	SCS_24hr_		21:15	0.571
SCS_24hr_5_Dymond	4:45	0.762	SCS_24hr_	5_Dymond	21:30	0.571
SCS_24hr_5_Dymond	5:00	0.762	SCS_24hr_	5_Dymond	21:45	0.571
SCS_24hr_5_Dymond	5:15	0.762	SCS_24hr_	5_Dymond	22:00	0.571
SCS_24hr_5_Dymond	5:30	0.762	SCS_24hr_	5_Dymond	22:15	0.571
SCS_24hr_5_Dymond	5:45	0.762	SCS_24hr_	5_Dymond	22:30	0.571
SCS_24hr_5_Dymond	6:00	0.857	SCS_24hr_	5_Dymond	22:45	0.571
SCS_24hr_5_Dymond	6:15	0.857	SCS_24hr_	5_Dymond	23:00	0.571
SCS_24hr_5_Dymond	6:30	0.857	SCS_24hr_	5_Dymond	23:15	0.571
SCS_24hr_5_Dymond	6:45	0.857	SCS_24hr_		23:30	0.571
SCS_24hr_5_Dymond	7:00	1.047	SCS_24hr_	5_Dymond	23:45	0.571
SCS_24hr_5_Dymond	7:15	1.047				
SCS_24hr_5_Dymond	7:30	1.047	[REPORT]			
SCS_24hr_5_Dymond	7:45	1.047	INPUT	YES		
SCS_24hr_5_Dymond	8:00	1.238	CONTROLS	NO		
SCS_24hr_5_Dymond	8:15	1.238	SUBCATCHM	ENTS ALL		
SCS_24hr_5_Dymond	8:30	1.333	NODES ALL			
SCS_24hr_5_Dymond	8:45	1.333	LINKS ALL			
SCS_24hr_5_Dymond	9:00	1.523				
SCS_24hr_5_Dymond	9:15	1.523	[TAGS]		_	
SCS_24hr_5_Dymond	9:30	1.714	Subcatch	S1	Pre-Develo	
SCS_24hr_5_Dymond	9:45	1.714	Subcatch	S10	Post-Devel	-
SCS_24hr_5_Dymond	10:00	2.19	Subcatch	S11	Pre-Develo	
SCS_24hr_5_Dymond	10:15	2.19	Subcatch	S12	Post-Devel	
SCS_24hr_5_Dymond	10:30	2.951	Subcatch	S13	Post-Devel	-
SCS_24hr_5_Dymond	10:45	2.951	Subcatch	S14	Post-Devel	
SCS_24hr_5_Dymond	11:00	4.57	Subcatch	S2	Pre-Develo	
SCS_24hr_5_Dymond	11:15 11:30	4.57 14.09	Subcatch	S3 S4	Pre-Develo	
SCS_24hr_5_Dymond		58.262	Subcatch	S5	Pre-Develo	
SCS_24hr_5_Dymond	11:45 12:00	6.854	Subcatch		Pre-Develo	
SCS_24hr_5_Dymond	12:15	6.854	Subcatch	S6 S7	Post-Devel	
SCS_24hr_5_Dymond	12:30	3.522	Subcatch Subcatch	S8	Post-Devel	
SCS_24hr_5_Dymond SCS_24hr_5_Dymond	12:45	3.522	Subcatch	S9	Post-Devel Post-Devel	
SCS_24hr_5_Dymond	13:00	2.57	Node	MH-1	Manhole	Opmeric
SCS_24hr_5_Dymond	13:15	2.57	Node	MH-2	Manhole	
SCS_24hr_5_Dymond	13:30	1.999	Node	Plunge_Pool	Plunge_Poc	1
SCS_24hr_5_Dymond	13:45	1.999	Node	SWM_Dry_Pond	SWM_Dry_Po	
SCS_24hr_5_Dymond	14:00	1.428	Link	C2	Outlet_Pip	
SCS 24hr 5 Dymond	14:15	1.428	Link	C3	Outlet Pir	
SCS_24hr_5_Dymond	14:30	1.428	Link	CULV-1	Culvert	, ,
SCS_24hr_5_Dymond	14:45	1.428	Link	CULV-2	Culvert	
SCS_24hr_5_Dymond	15:00	1.428	Link	CULV-3A	FUT_HDPE_C	Culvert
SCS_24hr_5_Dymond	15:15	1.428	Link	CULV-3B	FUT_HDPE_C	
SCS_24hr_5_Dymond	15:30	1.428	Link	CULV-3C	FUT_HDPE_C	
SCS_24hr_5_Dymond	15:45	1.428	Link	DITCH-1	Ditch	
SCS_24hr_5_Dymond	16:00	0.857	Link	DITCH-2	Ditch	
SCS_24hr_5_Dymond	16:15	0.857	Link	DITCH-3	Ditch	
SCS_24hr_5_Dymond	16:30	0.857	Link	DITCH-4	Ditch	
SCS_24hr_5_Dymond	16:45	0.857	Link	E_SW-1	Swale	
SCS_24hr_5_Dymond	17:00	0.857	Link	E_SW-2	Swale	
SCS_24hr_5_Dymond	17:15	0.857	Link	N_SW-1	Swale	
SCS_24hr_5_Dymond	17:30	0.857	Link	N_SW-2	Swale	
SCS_24hr_5_Dymond	17:45	0.857	Link	N_SW-3	Swale	
SCS_24hr_5_Dymond	18:00	0.857	Link	N_SW-4	Swale	
SCS_24hr_5_Dymond	18:15	0.857	Link	S_SW-1	Swale	
SCS_24hr_5_Dymond	18:30	0.857	Link	S_SW-2	Swale	
SCS_24hr_5_Dymond	18:45	0.857	Link	S_SW-3	Swale	
SCS_24hr_5_Dymond	19:00	0.857	Link	S_SW-4	Swale	
SCS_24hr_5_Dymond	19:15	0.857	Link	S_SW-5	Swale	
SCS_24hr_5_Dymond	19:30	0.857	Link	S_SW-6	Swale	
SCS_24hr_5_Dymond	19:45	0.857	Link	SW-13	Swale	
SCS_24hr_5_Dymond	20:00	0.571	Link	SW-8	Swale	
SCS_24hr_5_Dymond	20:15	0.571	Link	W_SW-1	Swale	

Link	W_SW-2	2	Swale				S_SW-2	600089.209	5265478.918
Link	W SW-3	3	Swale				S SW-2	600087.584	5265474.42
Link	W_SW-4		Swale				S_SW-2	600085.996	5265471.018
Link	W_SW-5	•	Swale				S_SW-2	600084.522	5265467.73
Link	C1		Ditch				S_SW-2	600081.952	5265464.819
Link	SW-16_	_6	Swale				C1	599964.516	5265428.126
							C1	599953.974	5265422.158
[MAP]							C1	599940.784	5265415.42
DIMENSIONS	S	599826.1283	35	5265269.6655	601469.25665	5266514.0625	C1	599916.486	5265407.529
			33	3203209.0033	001409.23003	3200314.0023			
UNITS		Meters					W1	600040.453	5265517.697
							W11	600096.957	5265559.988
[COORDINAT	TES]						W11	600094.293	5265543.724
;;Node		X-Coord		Y-Coord					
;;					_		[POLYGONS]		
J1		600137.322		5265733.53			;;Subcatchment	X-Coord	Y-Coord
J10		599968.974		5265516.595			;;		
J11							S1		5265404.077
		599969.33		5265591.886				600125.597	
J12		600069.232		5265634.34			S1	600125.381	5265413.124
J13		600101.155		5265596.71			S1	600125.159	5265422.247
J14		599970.259		5265551.725			S1	600125.005	5265431.306
J15		599968.402		5265632.046			S1	600124.806	5265440.607
J16		599998.289		5265632.816			S1	600124.636	5265450.562
J17		600038.275		5265633.846			S1	600124.030	5265461.473
J18		600100.189		5265634.833			S1	600124.142	5265471.027
J19		600102.122		5265558.586			S1	600123.948	5265480.725
J2		600132.935		5265586.767			S1	600123.709	5265490.472
J20		600032.228		5265633.753			S1	600123.516	5265500.255
J21		600045.809		5265522.865			S1	600123.385	5265509.827
J22		600078.487		5265463.353			S1	600110.558	5265509.827
J23		600051.395		5265456.062			S1	600105.063	5265509.83
J24		600089.857		5265506.855			S1	600108.737	5265348.186
J25		600089.011		5265481.262			S1	600126.801	5265347.224
J26		600024.303		5265448.771			S1	600126.25	5265376.248
J27		599997.211		5265441.479			S1	600126.043	5265385.616
J28		600089.864		5265482.997			S1	600125.765	5265395.04
J29		599972.431		5265434.81			S1	600125.597	5265404.077
J3		600133.978		5265550.925			S10	600075.387	5265606.362
J31		599969.316		5265592.799			S10	600074.141	5265606.335
J32		599970.259		5265552.743			S10	600074.113	5265607.583
J33		599969.128		5265519.288			S10	599994.721	5265605.881
J34		599969.913		5265482.423			S10	599994.653	5265604.613
J35		599970.721		5265449.208			S10	599993.502	5265604.606
J4		600105.59		5265536.24			S10	599994.5	5265558.012
J43		600053.051		5265456.504			S10	599999.46	5265558.119
J44		600025.774		5265449.198			S10	599999.744	5265544.869
J45		599998.397		5265441.811			S10	599996.743	5265544.804
J5		600098.242		5265536.725			S10	599996.823	5265541.068
J6		600104.954		5265551.521			S10	599995.649	5265541.043
J7							S10		
		599970.744		5265451.164				599995.732	5265537.218
J9		599969.913		5265479.721			S10	599994.945	5265537.202
OF1		599900.816		5265404.367			S10	599995.943	5265490.625
MH-1		600098.236		5265472.529			S10	599997.17	5265490.651
MH-2		600062.892		5265434.996			S10	599997.196	5265489.4
Plunge_Poo		599970.119		5265434.188			S10	600048.689	5265490.847
SWM_Dry_Po		600044.794		5265523.814			S10	600045.14	5265508.978
SWM_DIY_PC	ona	000044.794		5205523.014					
	_						S10	600044.981	5265509.606
[VERTICES]]						S10	600044.867	5265510.244
;;Link		X-Coord		Y-Coord			S10	600044.798	5265510.888
;;					_		S10	600044.775	5265511.536
DITCH-1		600130.366		5265645.092			S10	600044.797	5265512.184
DITCH-1		600132.287		5265615.323			S10	600044.864	5265512.828
S SW-1		600090.229		5265503.828			S10	600044.804	5265513.467
S_SW-1		600090.494		5265499.481			S10	600045.134	5265514.095
S_SW-1		600090.57		5265495.399			S10	600045.335	5265514.712
S_SW-1		600090.418		5265490.863			S10	600045.579	5265515.312
S_SW-1		600090.192		5265485.798			S10	600045.864	5265515.894
S SW-2		600089.851		5265482.887			S10	600046.19	5265516.454

S10	600046.554	5265516.991	5	S13	599984.114	5265622.167
S10	600046.955	5265517.5		S13	600034.064	5265623.237
S10	600047.39	5265517.98		S13	600034.064	5265623.236
S10	600047.859	5265518.428		S13	600034.24	5265614.984
S10	600048.357	5265518.842		S13	599985.044	5265613.929
S10	600048.884	5265519.22	5	S13	599987.895	5265480.957
S10	600049.435	5265519.56	5	S14	599979.946	5265473.746
S10	600050.009	5265519.86	5	S14	599987.895	5265480.957
S10	600050.603	5265520.12	\$	S14	599987.895	5265480.944
S10	600051.214	5265520.337		S14	600048.865	5265482.594
S10	600051.839	5265520.51		S14	600049.041	5265474.342
S10	600052.474	5265520.64		S14	599986.906	5265472.667
S10	600053.116	5265520.724		S14	599986.88	5265473.895
S10	600053.763	5265520.763		S14	599979.946	5265473.746
S10	600054.411	5265520.757		S2	600102.104	5265651.518
S10	600055.057	5265520.705		S2	600100.405	5265757.295
S10	600055.698	5265520.607		S2	600122.733	5265757.608
S10	600056.33	5265520.465		S2	600122.449	5265752.274
S10	600056.951	5265520.279		S2	600123.385	5265509.827
S10	600057.557	5265520.05		S2	600114.144	5265509.827
S10 S10	600058.146 600058.714	5265519.778 5265519.466		S2 S2	600104.903 600102.104	5265509.827
S10 S10	600058.714	5265519.115		S2 S3	600102.104	5265651.518 5265907.678
S10	600059.259	5265519.115		s3	600905.75	5265757.522
S10	600059.777	5265518.303		s3	600903.75	5265759.119
S10	600060.727	5265517.845		S3	600870.925	5265669.026
S10	600060.727	5265517.845		S3	600840.894	5265670.624
S10	600070.166	5265509.325		S3	600839.296	5265640.593
S10	600069.248	5265551.804		S3	600809.264	5265642.19
S10	600076.554	5265551.94		S3	600806.069	5265582.128
S10	600075.387	5265606.362	5	S3	600776.037	5265583.726
S11	600122.733	5265757.608		s3	600774.44	5265553.695
S11	600100.405	5265757.295		S3	600744.408	5265555.293
S11	600102.104	5265651.518	5	S3	600742.81	5265525.262
S11	600033.924	5265649.695	5	S3	600712.779	5265526.859
S11	600033.906	5265649.748		S3	600711.181	5265496.828
S11	600032.851	5265752.33		S3	600681.15	5265498.426
S11	600038.041	5265863.922		S3	600679.552	5265468.395
S11	600071.267	5265922.386		S3	600649.521	5265469.993
S11	600102.896	5265950.82		S3	600647.923	5265439.962
S11	600132.928	5265949.222		S3	600617.892	5265441.56
S11	600131.33	5265919.191		S3	600616.294	5265411.528
S11	600122.733	5265757.608		S3	600586.263	5265413.126
S12	600091.538	5265623.239		S3	600584.665	5265383.095
S12 S12	600084.452	5265623.087		S3	600554.634	5265384.693
S12 S12	600084.425 600034.064	5265624.316 5265623.237		S3 S3	600553.036 600523.005	5265354.662 5265356.26
S12 S12	600034.004	5265614.984		s3	600523.005	5265336.20
S12	600083.436	5265616.039		S3	600126.801	5265347.224
S12	600084.806	5265552.137		S3	600126.25	5265376.248
S12	600084.806	5265552.137		S3	600126.043	5265385.616
S12	600093.469	5265552.37		S3	600125.765	5265395.04
S12	600091.538	5265623.239		S3	600125.597	5265404.077
S13	599987.895	5265480.957		S3	600125.381	5265413.124
S13	599979.946	5265473.746	2	S3	600125.159	5265422.247
S13	599979.884	5265473.745	5	S3	600125.005	5265431.306
S13	599980.197	5265474.095	2	s3	600124.806	5265440.607
S13	599978.846	5265537.2		s3	600124.636	5265450.562
S13	599976.968	5265537.16		S3	600124.34	5265461.473
S13	599976.528	5265557.665		S3	600124.142	5265471.027
S13	599977.993	5265557.783		S3	600123.948	5265480.725
S13	599977.988	5265558.014		S3	600123.709	5265490.472
S13	599978.398	5265558.023		S3	600123.516	5265500.255
S13	599977.054	5265620.787		S3	600123.29	5265510.861
S13	599983.73	5265620.93		S3	600123.056	5265521.35
S13	599983.722	5265621.272		S3	600122.92	5265528.128
S13	599984.134	5265621.281	2	S3	600122.92	5265528.128

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\$\frac{3}{53}\$ \$\frac{3}{53}\$ \$\frac{3}{53}\$ \$\frac{3}{53}\$ \$\frac{3}{53}\$ \$\frac{5}{53}\$ \$\frac	600131.33 600132.928 600134.525 600164.557 600166.154 600196.186 600197.783 600227.815 600229.412 600259.444 600261.041 600291.073 600292.671 600352.733 600354.331 600344.362 600385.96 600447.651 600479.249 600509.281 60	5265919, 191 5265949, 222 5265979, 253 5265979, 253 5265977, 655 5266006, 089 5266036, 12 5266034, 522 5266062, 956 5266091, 389 5266121, 42 5266118, 225 5266148, 256 52661673, 494 5266201, 525 5266201, 927 5266201, 927 5266201, 927 5266201, 927 5266203, 36 5266260, 392 5266260, 392 5266287, 227 5266317, 259 5266317, 259 5266317, 259 5266344, 094 5266314, 063 5266312, 465	\$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3	601135.144 601133.546 601103.514 601103.514 601101.916 601071.885 601070.287 601040.256 601038.658 601038.658 6010975.4 600975.4 600945.368 600943.771 600913.739 599984.103 599982.445 600042.507 600040.909 600108.737 600107.217 599984.103 600032.851 600032.851 600033.906 600033.906 600033.906 600033.907	5266106.711 5266078.278 5266078.278 5266048.247 5266049.813 5266021.411 5265991.38 5265992.978 5265962.947 5265964.544 5265934.513 5265936.111 5265907.678 5265416.189 5265416.189 5265416.189 5265416.189 5265416.189 5265417.705 5265416.189 5265647.716 5265649.694 5265649.694 5265647.716 5265649.694 5265647.716
\$\frac{3}{53}\$ \$\frac{53}{53}\$	600132.928 600134.525 600164.557 600166.154 600196.186 600197.783 600227.815 600229.412 600259.444 600261.041 600291.073 600352.733 600354.331 600384.362 600446.022 600447.651 600477.651 600479.249 600509.281 600540.91 600540.91 600572.539 600574.137 600634.199 600664.23	5265949.222 5265979.223 5265977.655 5266007.687 5266006.089 5266036.12 5266034.522 5266062.956 5266092.987 5266091.389 5266121.42 5266118.225 5266148.256 5266176.689 5266173.494 5266203.525 5266203.927 5266231.927 5266231.927 5266231.927 5266231.927 5266231.927 5266231.927 5266231.927 5266315.661 5266345.692 5266344.094 5266344.094 5266312.465	\$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3	601133.546 601103.514 601101.916 601071.885 601070.287 601040.256 601038.658 601008.627 601007.029 600976.998 600975.4 600943.771 600943.739 599982.445 600042.507 600040.909 600108.737 600107.217 599984.103 600032.851 600002.279 599964.056 599959.846 600033.906 600033.906 600033.906 599959.846 599959.846	5266076.68 5266078.278 5266048.247 5266049.813 5266012.411 5265991.38 5265992.977 5265962.947 5265964.544 5265934.513 5265906.08 5265907.678 5265416.189 5265385.021 5265381.826 5265381.826 5265348.186 5265416.189 5265416.189 5265417.705 5265416.189 5265752.33 5265752.33 5265752.33 5265649.694 5265649.694 5265752.33 5265649.694 5265647.716
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\$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3 \$3 \$	600604.168 600605.766 600635.797 600634.199 600664.23	5266315.661 5266345.692 5266344.094 5266314.063 5266312.465	S5 S6 S6 S6	600032.851 600033.907 599959.846 599959.341	5265752.33 5265649.694 5265647.716 5265642.714
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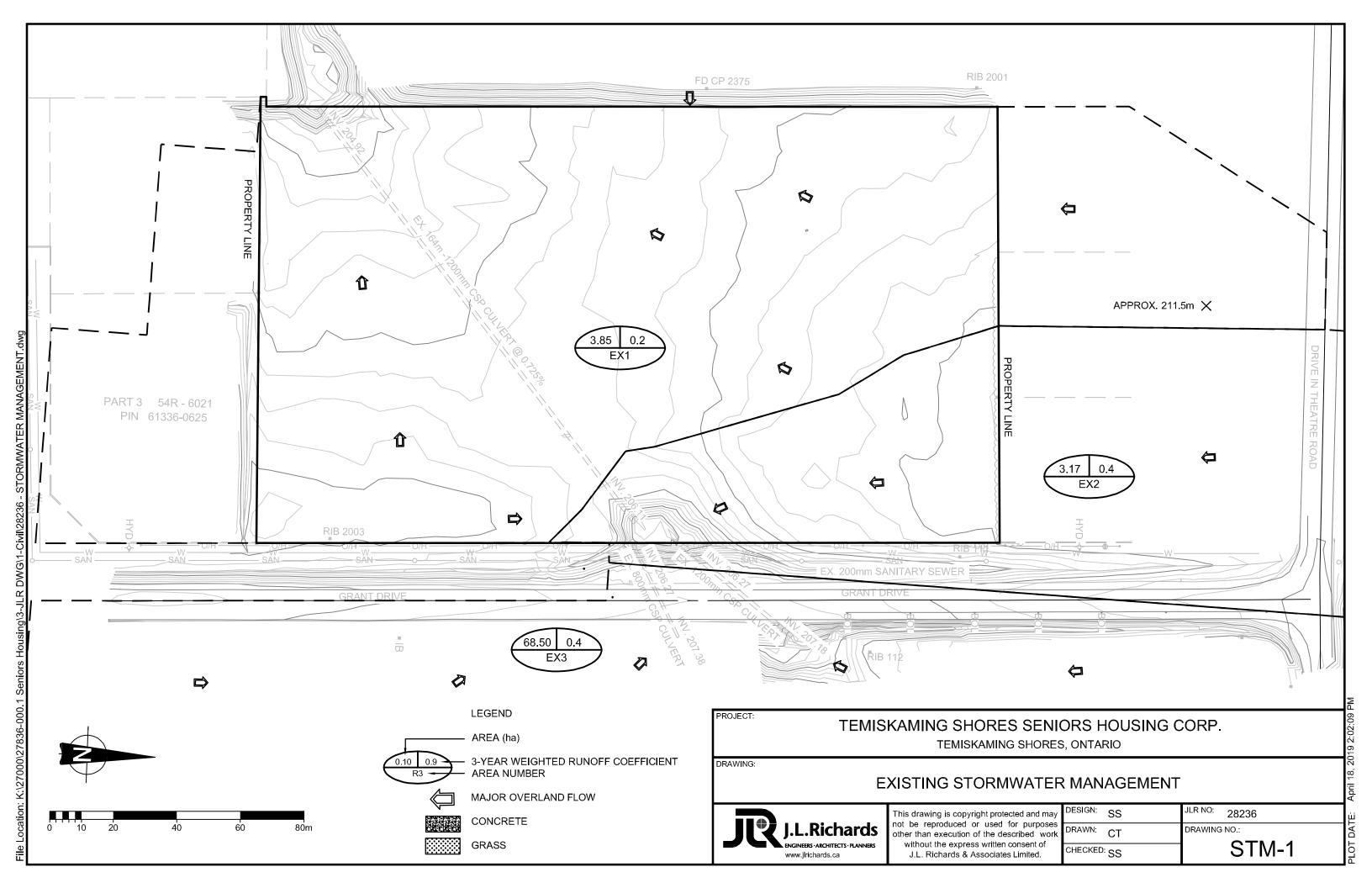
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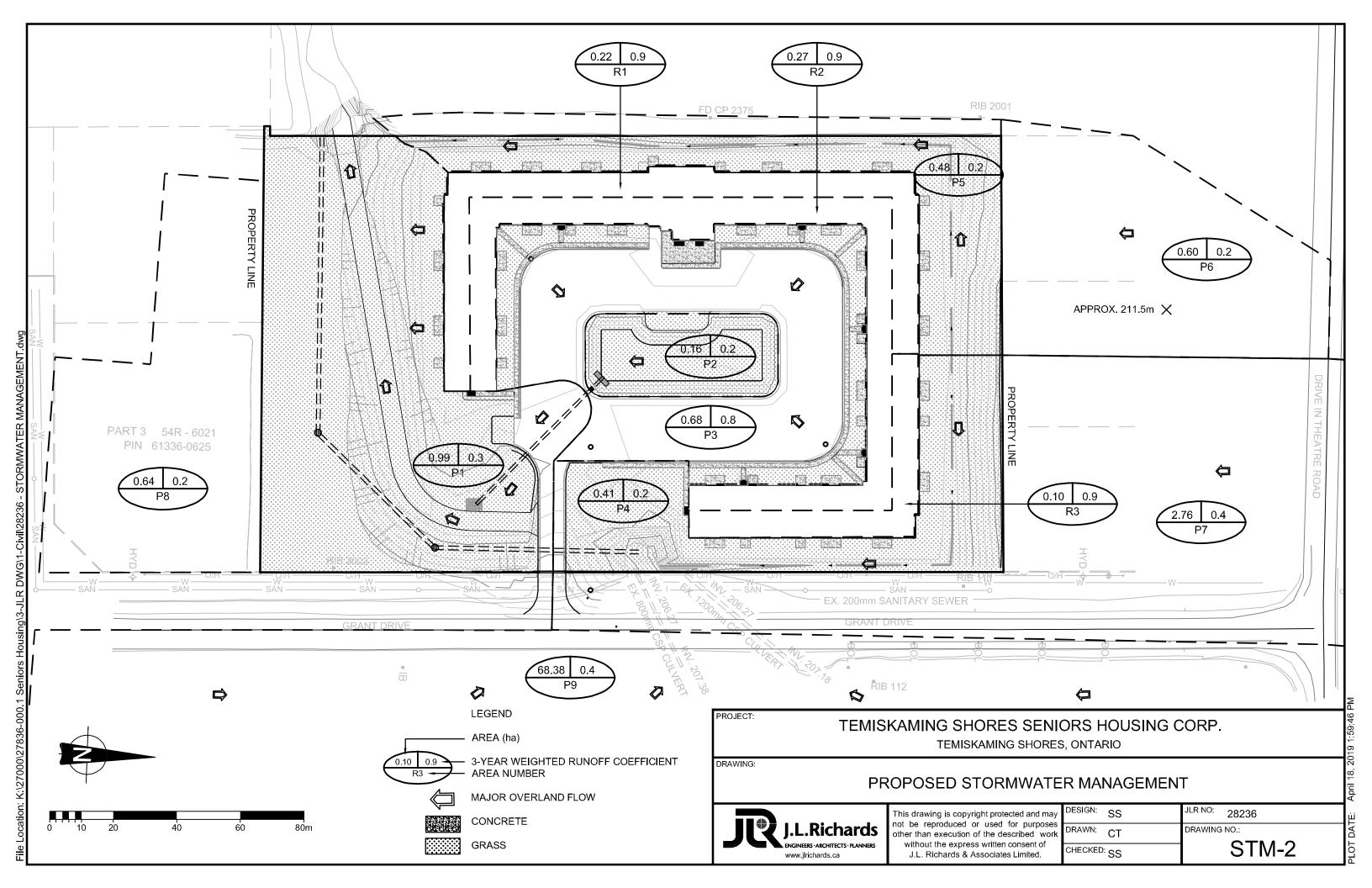
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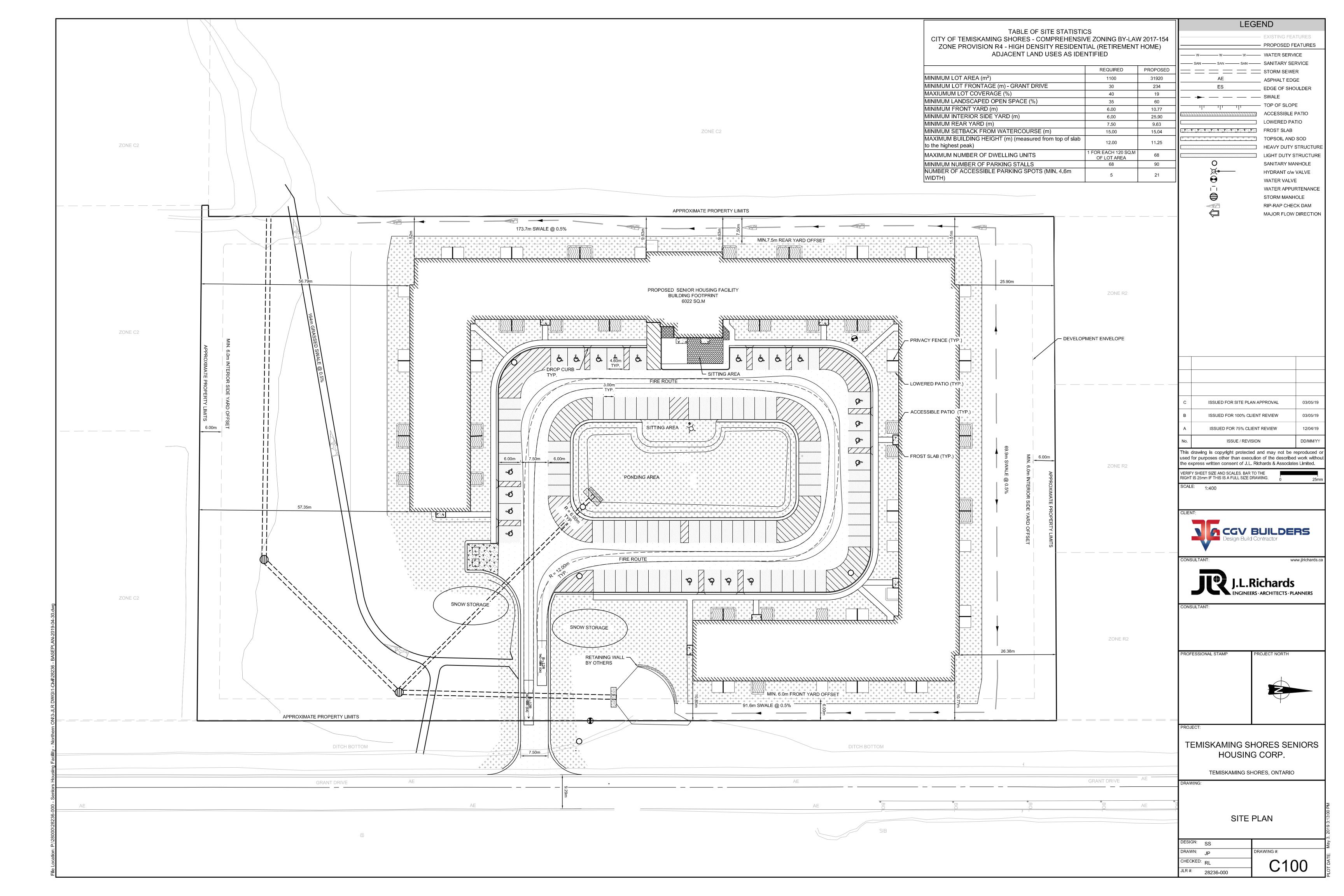
APPENDIX G

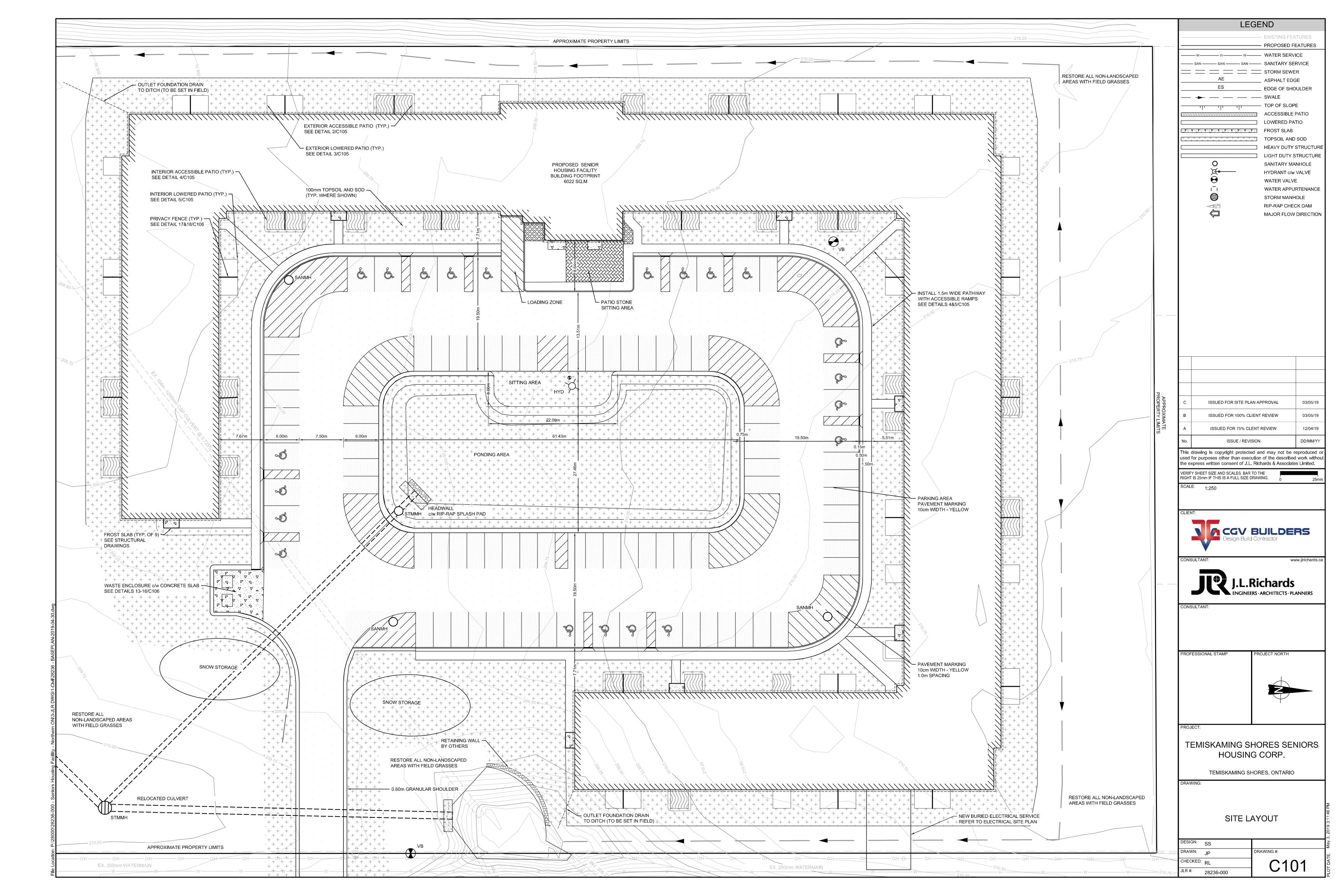
STORMWATER FIGURES

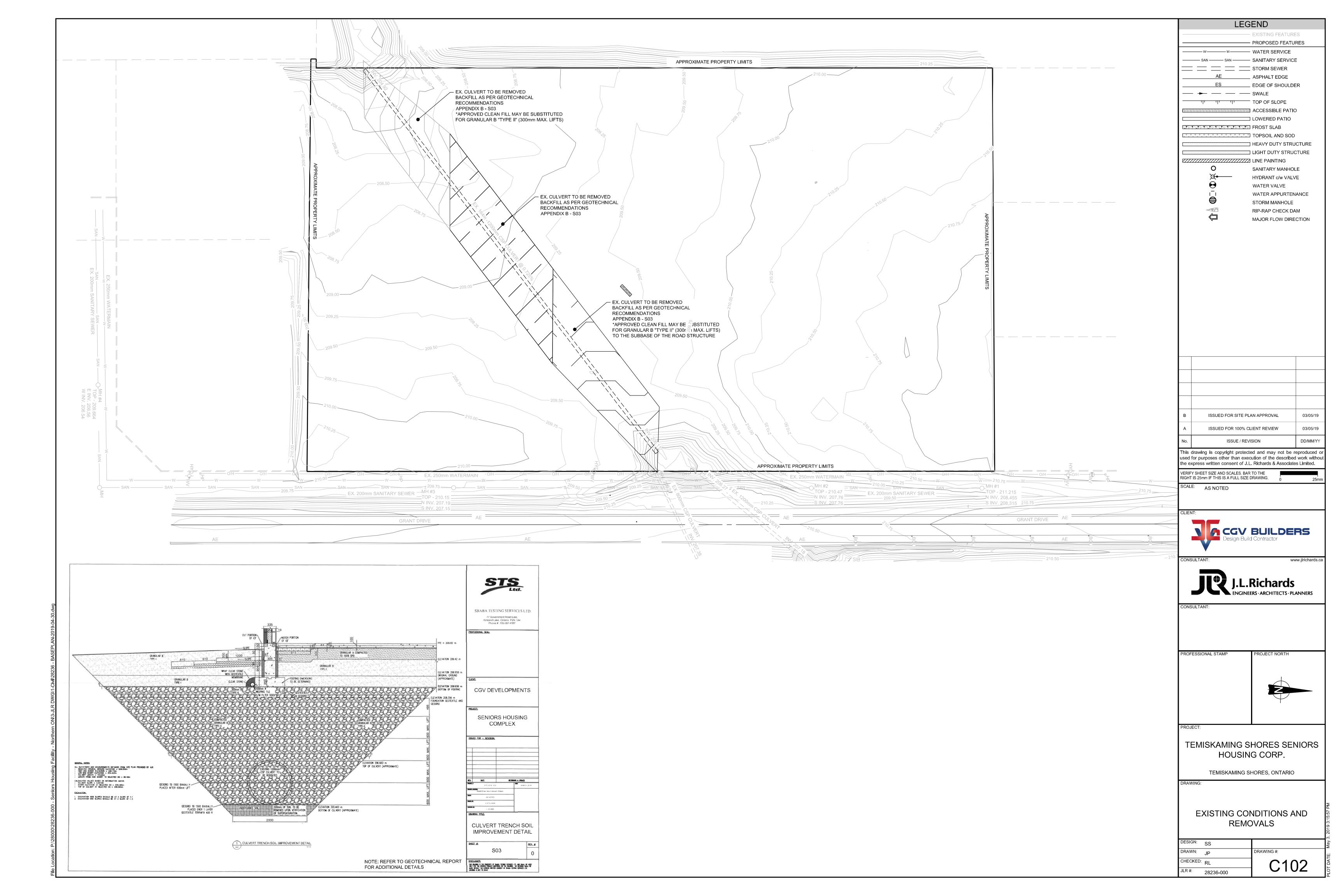


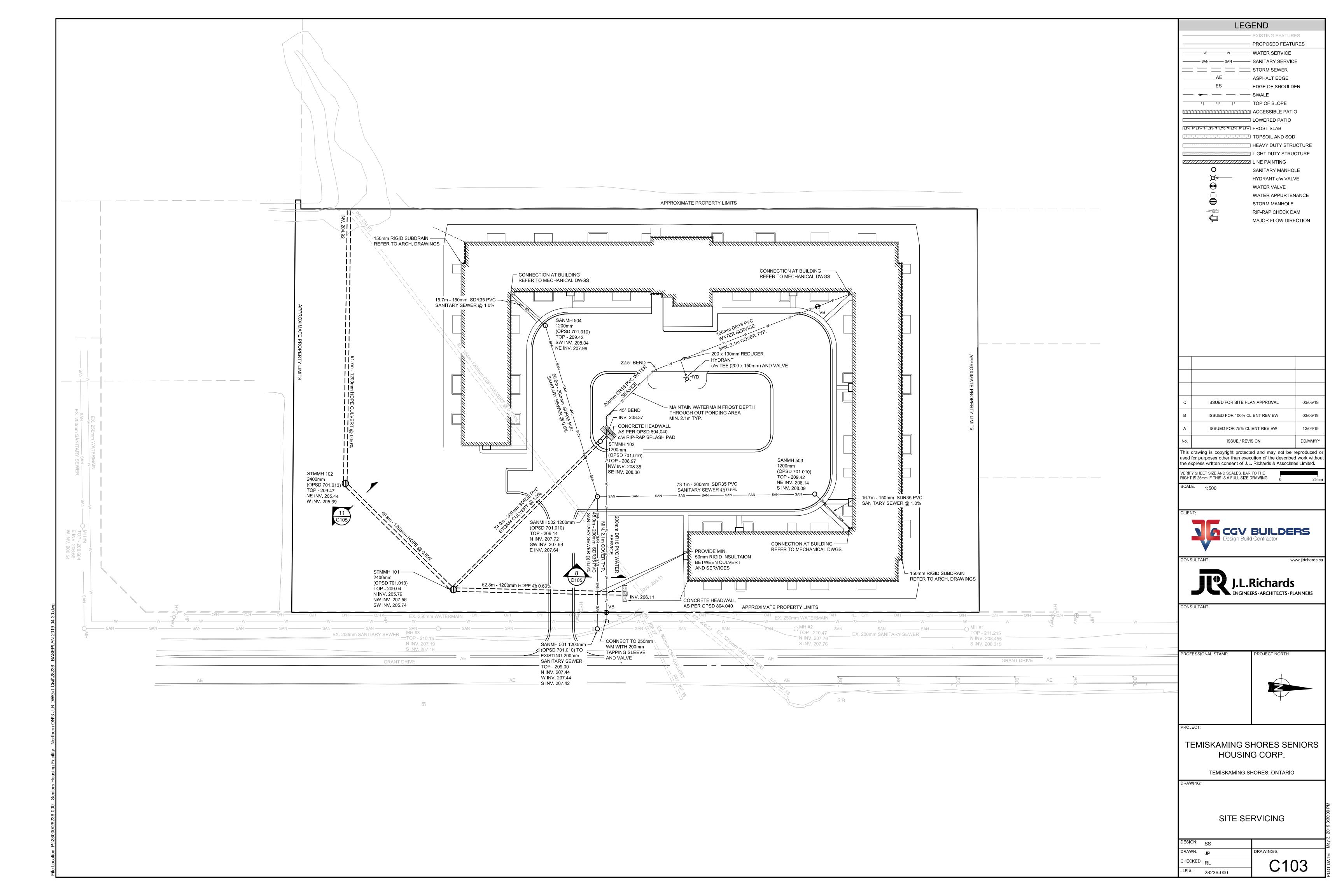


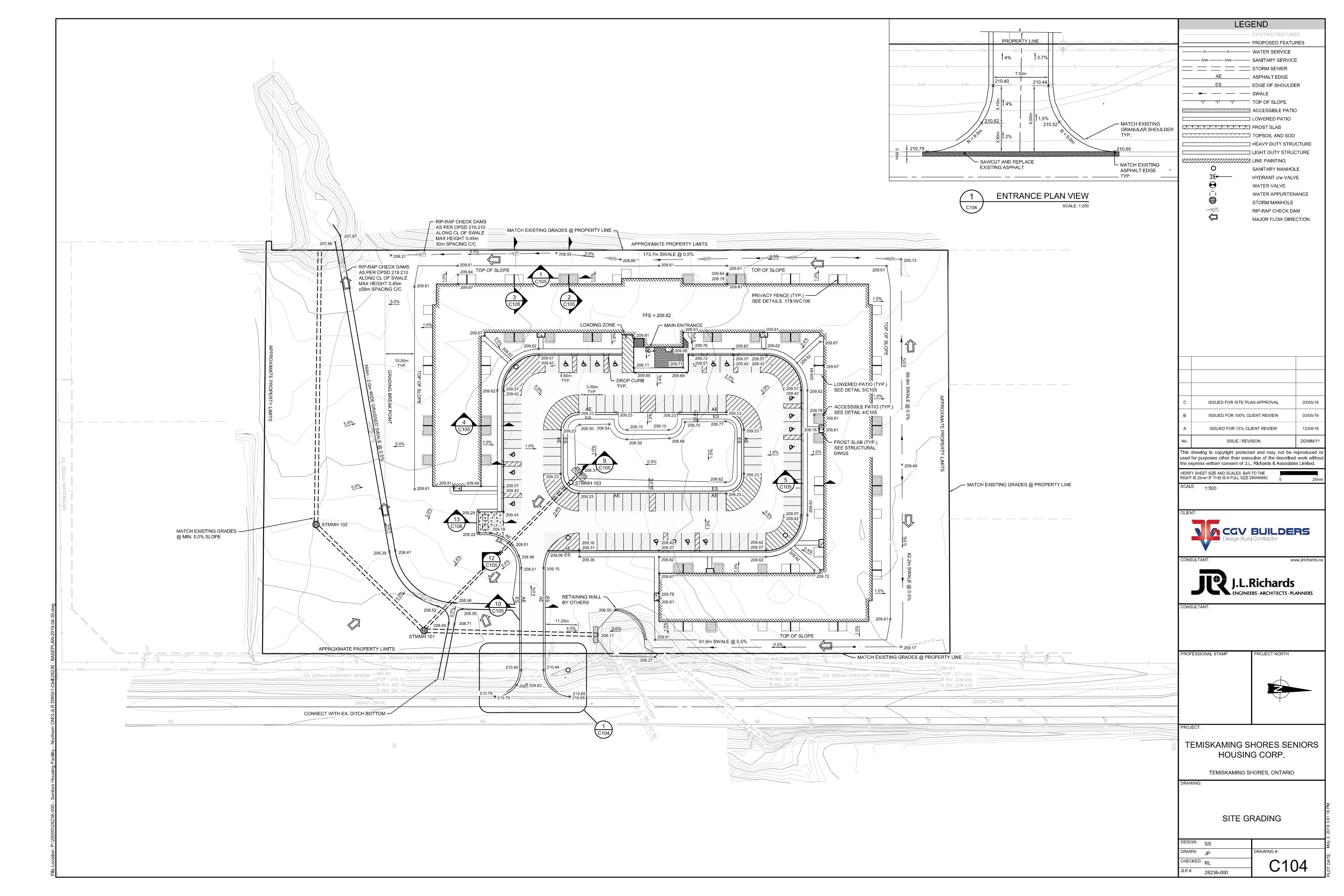
PRE-CONSTRUCTION DRAWING SET C100 THROUGH C107

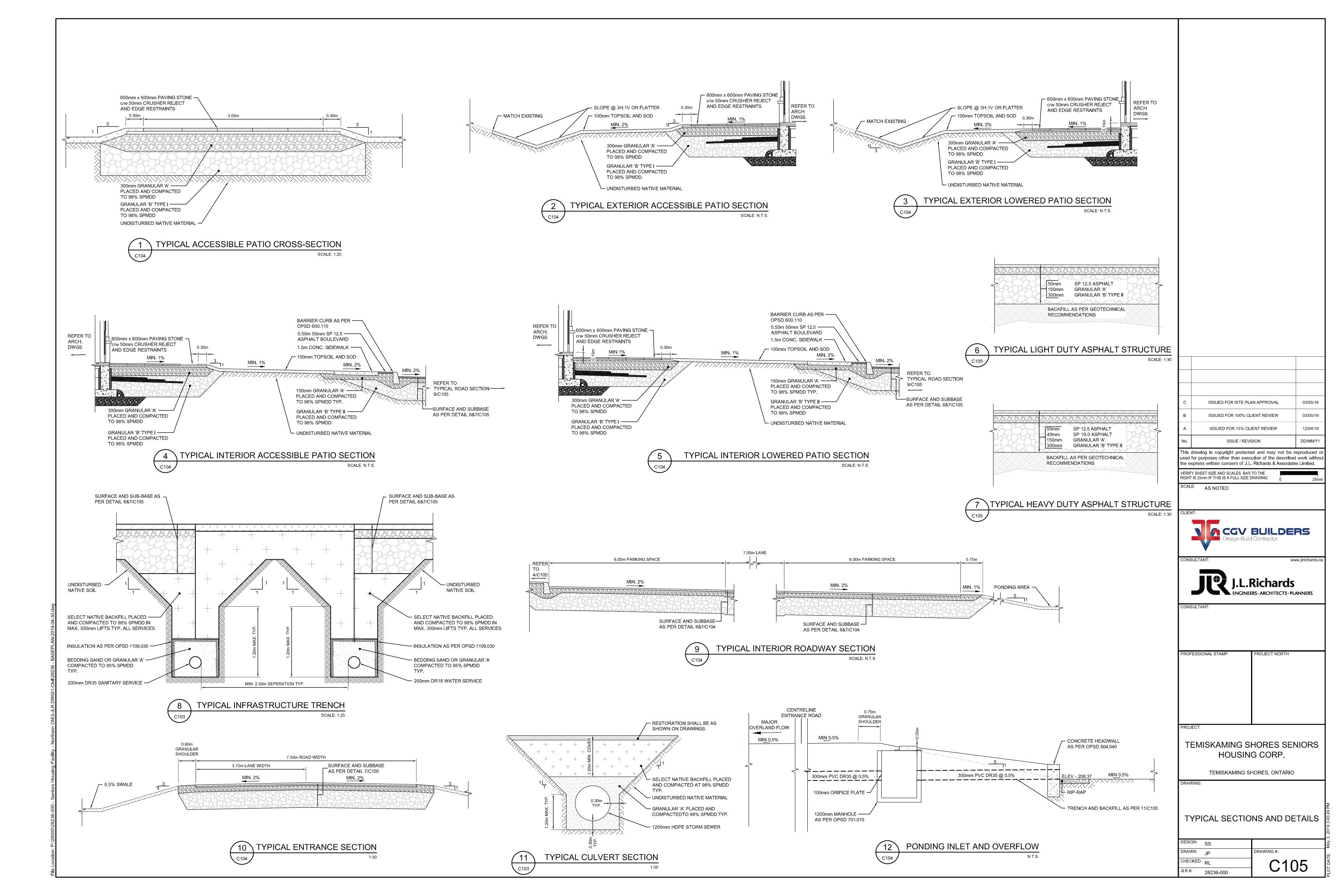


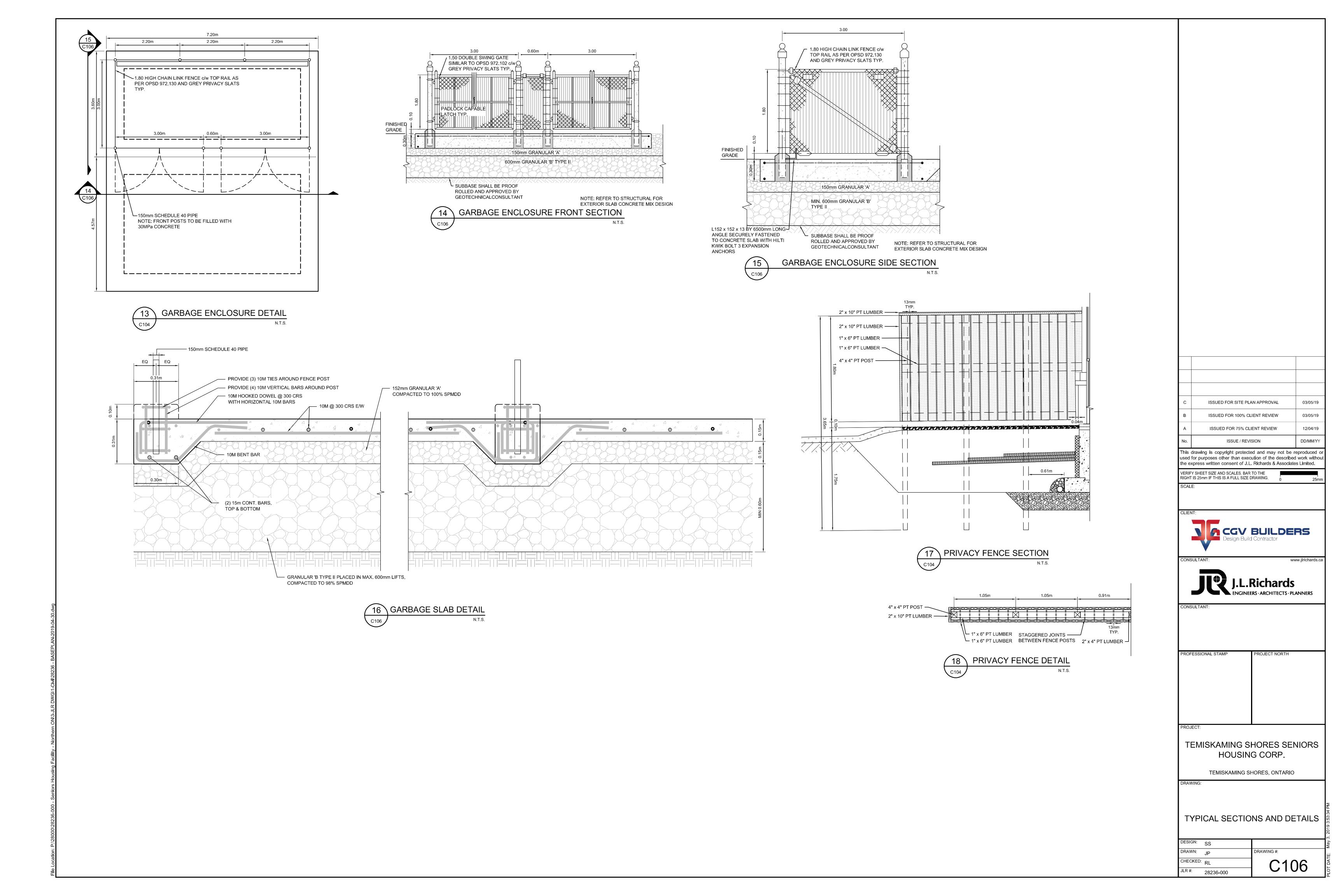












- 1.1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE INDICATED.
- 1.2. ALL DIMENSIONS ARE TO BE CHECKED AND VERIFIED ON THE SITE AND ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER.
- 1.3. THIS DRAWING IS PART OF A SET AND MUST BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS, DETAILS, NOTES, AND WRITTEN SPECIFICATIONS INCLUDED IN THE CONTRACT DOCUMENTS.
- 1.4. DRAWINGS ARE NOT TO BE SCALED.
- 1.5. THE TERM "OWNER" REFERS TO TEMISKAMING SHORES NON-PROFIT HOUSING CORPORATION (TSNPHC) OR THEIR ASSIGNED REPRESENTATIVE.
- 1.6. THE TERM "ENGINEER" REFERS TO THE OWNER'S DESIGN ENGINEER ("J.L. RICHARDS & ASSOCIATES")
- 1.7. THE TERM "GEOTECHNICAL CONSULTANT" REFERS TO AN INDEPENDENT GEOTECHNICAL ENGINEER OR THEIR REPRESENTATIVE THAT IS PROVIDING GEOTECHNICAL SERVICES TO ENSURE COMPLIANT INSTALLATION AND TESTING OF MATERIALS.
- 1.8 A GEOTECHNICAL REPORT HAS BEEN PRODUCED FOR THIS PROJECT AND SHOULD BE REFERENCED BY THE CONTRACTOR WHEREVER NECESSARY. "SUPPLEMENTARY GEOTECHNICAL ENGINEERING COMMENTS AND RECOMMENDATIONS - PROPOSED SENIORS HOUSING COMPLEX, GRANT DRIVE, NEW LISKEARD, PREPARED BY SHABA TESTING SERVICES LTD.
- (STS 2019-0012, MARCH 2019 REV 06")
- 1.9. CONTRACTOR MUST WORK WITH THE LATEST REVISION OF THE CONTRACT DRAWINGS. COORDINATE WITH ENGINEER. ALL ENGINEERING DOCUMENTS SHOULD BE ISSUED TO ALL SUBS - ANY DISCREPANCY SHOULD BE REPORTED TO THE ENGINEER.
- 1.10. ON REQUEST A CAD FILE WILL BE PROVIDED TO THE SUCCESSFUL CONTRACTOR TO ASSIST WITH LAYOUT.
- 2. GENERAL NOTES
- 2.1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND THE ASSOCIATED COSTS.
- 2.2. SURVEY WAS COMPLETED BY exp. SERVICES INC.
- 2.3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES AND SERVICES.
- 2.4. ALL UTILITIES AND SERVICES SHOWN ON THIS DRAWING SET SHALL BE CONSIDERED APPROXIMATE. LOCATIONS AND DESCRIPTIONS OF THE BURIED UTILITIES AND SERVICES SHOWN ARE PROVIDED BY THE CITY OF TEMISKAMING SHORES (PLAN 90-539 BY SUTCLIFFE, SEPT 1990, PREPARED AS CONSTRUCTED DWG 06/01/95)" AND ARE FOR REFERENCE PURPOSES ONLY. ALL UTILITIES AND SERVICES ARE NOT NECESSARILY AS SHOWN ON THE DRAWINGS. ACTUAL LOCATIONS MUST BE DETERMINED BY CAUTIOUS EXCAVATION AND, WHERE POTENTIAL FOR CONFLICTS OCCUR, HAND DIG AND HYDROVAC TO CONFIRM ACTUAL LOCATIONS. PROTECT LOCATED ITEMS DURING CONSTRCUTION AND COORDINATE WITH OWNER AND LOCAL AUTHORITIES WHERE NECESSARY. ITEMS ENCOUNTERED BELOW GRADE THAT ARE NOT SHOWN ON THE DRAWINGS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.
- 2.5. ALL WORKS SHALL BE IN COMPLIANCE WITH THE CITY OF TEMISKAMING SHORES STANDARDS AND SPECIFICATIONS, THE ONTARIO PROVINCIAL STANDARDS DRAWINGS (OPSD) AND SPECIFICATIONS (OPSS) UNLESS OTHERWISE NOTED. 2.6. THE CONTRACTOR SHALL SUPPLY ALL THE MATERIALS IN NEW
- CONDITION AND IN LABOUR QUANTITIES SUFFICIENT TO COMPLETE THE WORK SHOWN ON THESE DRAWINGS. 2.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF SITE
- DISPOSAL OF ALL UNWANTED MATERIALS.
- 2.8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERTICAL AND HORIZONTAL CONTROL, AND FOR THE LAYOUT OF THE WORK.
- 2.9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REINSTATEMENT OF ALL DISTURBED AREAS TO A CONDITION EQUAL TO OR BETTER THAN EXISTING, TO THE SATISFACTION OF
- 2.10. COMPACTION OF ALL MATERIAL SHALL BE AS PER OPSS 501.
- 2.11.CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION DEWATERING, AND THE CONTROL OF DEWATERING. OPERATIONS, IN ACCORDANCE WITH OPSS 517 AND OPSS 518.
- 2.12. WHERE THE CONTRACTOR WISHES A MODIFICATION OR DEVIATION FROM THE DESIGN REQUIREMENTS OF THE CONTRACT DRAWINGS OR DOCUMENTS, THE CONTRACTOR SHALL SUBMIT A DETAILED REQUEST IN WRITING TO THE ENGINEER FOR APPROVAL PRIOR TO ANY MODIFIED OR DEVIATED WORK BEING PERFORMED. SHOULD THE CONTRACTOR MAKE UNAUTHORIZED CHANGES OR DEVIATIONS TO THE DESIGN REQUIREMENTS WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER, THE CONTRACTOR WILL BE RESPONSIBLE TO PERFORM AND/OR PAY FOR REMEDIES REQUIRED BY THE ENGINEER.
- 2.13. SHOULD ARCHAEOLOGICAL REMAINS BE FOUND DURING CONSTRUCTION ACTIVITIES, THE MINISTRY OF TOURISM, CULTURE, AND SPORT MUST BE NOTIFIED IMMEDIATELY BY THE CONTRACTOR.
- 2.14.SHOULD HUMAN REMAINS BE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE MINISTRY OF TOURISM, CULTURE, AND SPORT; THE REGISTRAR OF CEMETERIES REGULATION UNIT FROM THE MINISTRY OF CUSTOMER SERVICES AT (416) 329-8393 AND THE LOCAL POLICE.
- TRAFFIC CONTROL AND SITE ACCESS
- 3.1. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH BOOK 7 OF THE ONTARIO HIGHWAY TRAFFIC MANUAL, FOR ALL WORK WITHIN THE MUNICIPAL ROAD ALLOWANCE.
- 3.2. THE CONTRACTOR, IN COORDINATION WITH THE OWNER, SHALL BE REQUIRED TO MAINTAIN ACCESS TO THE SITE FROM GRANT DRIVE FOR EMERGENCY SERVICE VEHICLES AT ALL TIMES DURING

- CONSTRUCTION. COMPLETE CLOSURE OF THE ACCESS IS NOT ALLOWED.
 - 4. SILT MITIGATION 4.1. SILT MITIGATION AND THE CONTROL OF AIRBORNE CONTAMINANTS SHALL FORM A MAJOR COMPONENT OF THIS PROJECT. THE CONTRACTOR SHALL CONSIDER SILT MITIGATION PRIOR TO UNDERTAKING ANY ACTIVITY ON THE SITE AND TAKE ALL REQUIRED MEASURES AND PRECAUTIONS TO PREVENT SILT OR OTHER CONTAMINANTS FROM ENTERING THE NATURAL ENVIRONMENT OR AREAS BEYOND LIMITS OF THE WORK AREA. SILT MITIGATION REQUIREMENTS SHALL BE STRICTLY ENFORCED AS PER OPSS 805.
 - 4.2. PRIOR TO ANY WORK ON THE SITE, THE CONTRACTOR SHALL EVALUATE THE SITE AND IDENTIFY ALL LOCATIONS WHERE SILT MITIGATION IS REQUIRED AND INSTALL SILT MITIGATION FEATURES TO SUIT THE CONDITIONS.
 - 4.3. THE CONTRACTOR SHALL ENSURE NO SILTED OR CONTAMINATED FLOWS ESCAPE FROM THE SITE. PROVIDE MITIGATION MEASURES
 - 4.4. ALL EXISTING AND PROPOSED CATCH BASIN GRATES WITHIN IMMEDIATE VICINITY OF WORK AREA TO BE TREATED WITH A SEDIMENT CAPTURE DEVICE (SCD). THE SCD SHALL BE TERRAFIX GEOSYNTHETICS INC. SILTSACK OR AN APPROVED EQUIVALENT INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS. REPLACE AS REQUIRED TO MAINTAIN PERFORMANCE.
 - 4.5. THE FOLLOWING OPSD STANDARD DRAWINGS SHALL BE USED TO IMPLEMENT THE SILT MITIGATION MEASURES. ADDITIONAL MEASURES MAY BE REQUIRED.
 - 4.5.1. OPSD 219.110 LIGHT-DUTY SILT FENCE BARRIER
 - 4.5.2. OPSD 219.180 STRAW BALE FLOW CHECK DAM
 - 4.5.3. OPSD 219.190 SILT FENCE FLOW CHECK DAM
 - 4.6. WHERE STRAW BALES & FILTER FENCING CANNOT BE USED DUE TO BEDROCK, THE CONTRACTOR SHALL INSTALL SAND BAGS AS DETAILED IN OPSD 219.200
 - 4.7. SILT MITIGATION MEASURES SHALL BE MONITORED ON A REGULAR BASIS AND REPAIRED OR MAINTAINED AS REQUIRED TO ENSURE SILT OR AIRBORNE CONTAMINANTS DO NOT ENTER THE NATURAL ENVIRONMENT.
 - 4.8. ALL SILT MITIGATION MEASURES ARE TO REMAIN IN PLACE UNTIL VEGETATION IS WELL ESTABLISHED. REMOVE SILT MITIGATION ONCE VEGETATION IS WELL ESTABLISHED.
 - 4.9. THE CONTRACTOR SHALL ENSURE MUNICIPAL ROADWAYS ARE KEPT FREE OF MUD OR DIRT AND PROMPTLY CLEAN THE ROADWAY SHOULD THERE BE AN OCCURRENCE.
 - 4.10.THE CONTRACTOR SHALL DISPOSE OF ALL CONSTRUCTION DEBRIS AND SURPLUS OR UNWANTED MATERIAL AT LEGALLY DESIGNATED SITES IN ACCORDANCE WITH APPLICABLE LAW AT THEIR OWN EXPENSE. THE OWNER, IN CONSULTATION WITH THE ENGINEER AND GEOTECHNICAL CONSULTANT, SHALL FIELD DETERMINE MATERIALS SUITABLE FOR USE WITHIN THE PROJECT.
 - SITE PREPARATION AND REMOVALS
 - 5.2. EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH OPSS
 - 5.3. REMOVALS SHALL BE IN ACCORDANCE WITH OPSS 510.
 - 5.4. THE SUBGRADE SHALL BE FREE OF ORGANICS, SHAPED, PROOF ROLLED AND APPROVED BY THE GEOTECHNICAL CONSULTANT PRIOR TO BACKFILLING. REFER TO SUBMITTALS SECTION FOR GEOTECHNICAL REQUIREMENTS AND LIST OF SUBMITTALS.
 - 5.5. THE MOST SEVERE LOADING CONDITIONS ON THE SUBSOIL COULD OCCUR DURING CONSTRUCTION DUE TO HEAVY TRUCK AND EQUIPMENT TRAFFIC. SPECIAL PROVISIONS TO PROTECT THE SUBGRADE MAY BE REQUIRED BY THE CONTRACTOR SUCH AS ADDITIONAL SUBBASE AND/OR RESTRICTED LOADINGS OR PROVISIONS FOR TEMPORARY ROADS, ETC.
 - 5.6. IF EXCAVATION IS REQUIRED BEYOND THE DEPTHS NOTED ON THE CONTRACT DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING PRIOR TO EXCAVATING ADDITIONAL DEPTHS. IF EXCAVATION CONTINUES WITHOUT AUTHORIZATION FROM THE ENGINEER IN WRITING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ADDITIONAL EXCAVATION AND BACKFILL.
 - 5.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST SUPPRESSION IN ACCORDANCE WITH OPSS 506. WATER OR CALCIUM CHLORIDE SHALL BE PROVIDED AS REQUIRED TO PREVENT DUST.
 - 5.8. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE EXACT LOCATION, SIZE, MATERIAL AND ELEVATION OF ALL SERVICES AND UTILITIES PRIOR TO CONSTRUCTION AND SHALL PROTECT AND ASSURE RESPONSIBILITY FOR ALL UTILITIES WHETHER OR NOT SHOWN ON THIS DRAWING.
 - 5.9. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE, VIA EXCAVATION, THE EXACT LOCATION AND ELEVATION OF THE EXISTING WATERMAINS, SEWERS AND UNDERGROUND STRUCTURES PRIOR TO CONSTRUCTION AND SHALL PROTECT AND ASSURE RESPONSIBILITY FOR ALL UTILITIES WHETHER OR NOT SHOWN ON THE CONTRACT DOCUMENTS.
 - 5.10.ITEMS ENCOUNTERED BELOW GRADE THAT ARE ENCOUNTERED AND NOT SHOWN ON THE DRAWING SHALL BE REPORTED TO THE CONTRACT ADMINISTRATOR.
 - 5.11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF SITE DISPOSAL OF ALL UNWANTED MATERIAL.
 - 5.12. SITE SHOULD BE ROUGH GRADED TO DIRECT SURFACE WATER AWAY FROM EXCAVATIONS AND SUBGRADE.
 - 5.13. DISTURBED SOILS SUBJECTED TO ELEVATED MOISTURE CONTENT WILL HAVE SIGNIFICANT STRENGTH LOSS AND MUST BE REMOVED. 6. ROCK EXCAVATION
 - 6.1. CONTRACTOR TO NOTIFY ENGINEER SHOULD ROCK BE ENCOUNTERED.

- 7. ASPHALT AND GRANULARS
 - 7.1. ALL MATERIALS MUST CONFORM TO THE ONTARIO PROVINCIAL STANDARDS AND SPECIFICATIONS.
 - 7.2. SPECIFICATIONS FOR SITE WORK SHALL BE READ IN CONJUNCTION WITH THE GEOTECHNICAL REPORT.
 - 7.3. ALL ASPHALT SURFACES TO BE RESTORED WITH ASPHALT DESIGN AS SHOWN ON DRAWINGS AND AS REFERENCED TO THE GEOTECHNICAL REPORT.

- 8.1. ALL SIGNS ARE NOT NECESSARILY SHOWN ON DRAWINGS. THE CONTRACTOR SHALL REMOVE, SALVAGE AND REINSTALL EXISTING SIGNAGE AS DIRECTED BY THE OWNER.
- 8.2. POSTS AND SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH OPSS 703 AND OPSD 987.110.

GEOTEXTILE

9.1. GEOTEXTILE SHALL BE TERRAFIX 270R IN ACCORDANCE WITH OPSS 1860. CONTRACTOR SHALL INSTALL AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

10. LANDSCAPING

10.1. CONTRACTOR SHALL SUPPLY AND INSTALL 75mm TOPSOIL AND SEED IN ACCORDANCE OPSS 802 AND OPSS 803 TO ALL RESTORED

AND DISTURBED SURFACES.

- 10.2. AT THE TIME OF FINAL INSPECTION ALL SEEDED AREAS SHALL BE IN A HEALTHY, VIGOROUS GROWING CONDITION, IN FULL ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
- 10.3. EXISTING TREES TO BE RETAINED AND PROTECTED IN ACCORDANCE WITH OPSS 801 WHERE POSSIBLE AND DIRECTED BY THE CONTRACT ADMINISTRATOR.
- 10.4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION, BACKFILL, AND REINSTATEMENT OF ALL AREAS DISTURBED DURING CONSTRUCTION AND ALL ASSOCIATED WORKS TO THE SATISFACTION OF THE CONTRACT ADMINISTRATOR AND THE OWNER.

11. BACKFILL

11.1. BACKFILL UNDER PAVED AREAS, SIDEWALKS, OR EXTERIOR SLABS-ON-GRADE SHOULD BE COMPACTED TO 100% SPMDD. BACKFILL PLACED AGAINST BURIED STRUCTURES OR FOUNDATION WALLS TO BE MINIMUM 1000 mm GRANULAR 'B' MATERIAL AS PER OPSS.MUNI 1010, COMPACTED TO 100% SPMDD.

12.1. EXISTING FENCING ABUTTING THE PROPERTY TO BE PROTECTED. ANY FENCING THAT HAS BEEN DAMAGED AS A PART OF THIS PROJECT TO BE REINSTATED TO MATCH EXISTING CONDITIONS.

13. CONCRETE SIDEWALK

14. TRENCH BACKFILL

- 13.1. CONCRETE MATERIAL AS PER OPSS 350, 351, 352, AND 235; 1301, 1302, AND 1350 AND CAN/CSA A23.1/A23.2.
- 13.2. CONCRETE TO BE 30 MPa MINIMUM 28 DAY STRENGTH, 19 mm COARSE AGGREGATE NOMINAL MAXIMUM SIZE, 6.0% TO 8.0% AIR, NORMAL PORTLAND TYPE CEMENT AS PER OPSS 1301, 0.45 MAXIMUM WATER CEMENT RATIO, 75 mm MAXIMUM SLUMP, WHITE PIGMENTED CURING COMPOUND AS PER OPSS 1315.
- 13.3. PLAIN CONCRETE TO BE CLASS C-2, 150 mm THICK, WITH 150 mm GRANULAR 'A' BEDDING COMPACTED TO 100% SPMDD.
- 14.1. TRENCHING BACKFILL AND COMPACTING TO BE PERFORMED AS
- 14.2. FOR SERVICES TRENCHES UNDER PAVED AREAS BACKFILL TO BE PLACED IN MAXIMUM 200 mm THICK LOOSE LIFTS, AND COMPACTED
- 14.3. BACKFILL PLACED 300mm BELOW PAVEMENT SUBGRADE TO BE COMPACTED TO 98% SPMDD.
- 14.4. EXCAVATION SIDES MUST HAVE FROST TAPER AS PER OPSD 800 SERIES.
- 14.5. EXCAVATED SOILS THAT ARE TOO WET (IE. GREATER THEN 5% ABOVE OPTIMUM MOISTURE CONTENT) MUST BE SET ASIDE TO DRY UNDISTRUBED UNTIL ACCEPTABLE LEVELS OF MOISTURE ARE OBTAINED TO BE USED AS BACKFILL.

CIVIL SERVICING - SEWERS

SEWERS:

15.1. SANITARY AND COMBINED SEWERS SHALL BE PVC SDR 35 EQUAL TO CSA B1A2.2, CSAB1A2.3, OR CSAB137.3.

15.2. STORM SEWERS SHALL BE EITHER PVC SDR 35, CSA CERTIFIED

- HIGH DENSITY POLYETHYLENE OR REINFORCED CONCRETE PIPE -ALL IN ACCORDANCE WITH OPSS. 15.3. PIPE MATERIAL TO BE IDENTIFIED AT PRE-CONSTRUCTION
- MEETINGS REGARDLESS OF PIPE MATERIAL INDICATED ON DRAWINGS. 15.4. SANITARY SEWER SHALL BE AIR AND DEFLECTION TESTED AS PER
- 15.5. SANITARY MANHOLES SHALL BE TESTED FOR LEAKAGE AS PER
- OPSS 407. 15.6. INSTALL GEOTEXTILE FABRIC UNDER ALL CATCHBASIN GRATES

UNTIL CONSTRUCTION PHASE IS COMPLETE.

- 15.7. ALL PIPE AND FITTINGS SUPPLIED MUST CARRY CSA CERTIFICATION TO THE APPROPRIATE CSA STANDARD SEWER GRADE. THE FOLLOWING PIPE SHALL BE USED FOR GRAVITY
- 15.7.1. TYPE PSM POLYVINYL CHLORIDE (PVC) PIPE WITH ELASTOMERIC GASKET AS PER OPSS 1841 AND CSA 182.2 OR 182.7. PROFILE TYPE PIPE SUCH AS THOSE MEETING CSA 182.4 AND CSA 182.6 MUST NOT BE USED FOR SANITARY SEWER APPLICATIONS. SANITARY SEWER TO BE DR 35
- 15.8. SEWER INSTALLATION AND TIE-IN TO EXISTING SEWERS OR STRUCTURES TO BE PERFORMED AS PER OPSS 410. PIPE BEDDING AND COVER TO BE GRANULAR 'A' MATERIAL AS PER OPSS.MUNI 1010 AND COMPACTED TO 100% SPMDD.
- 15.9. LAY AND JOIN PIPE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND TO APPROVAL OF ENGINEER.
- 15.10. INSTALL RIGID INSULATION FOR FROST PROTECTION WHERE

- DEPTH OF COVER BELOW FINISHED GRADE IS LESS THAN 1.9 m FOR SEWER SERVICE AND LESS THAN 2.1 m FOR WATER SERVICE. REFER TO OPSD 1109.030. INSTALL MINIMUM 50MM INSULATION WITH ADDITIONAL 25MM WHERE DOVER IS REDUCED GREATER THAN 600MM AND LESS THAN 900MM. STAGGER INSULATION JOINTS.
- 15.11. ALL YARD PIPING CONNECTIONS TO THE NEW BUILDING MUST HAVE A FLEXIBLE COUPLING INSTALLED WITHIN 1.0 m OF THE FOUNDATION WALL. THE FLEXIBLE COUPLING MUST PROVIDE AXIAL RESTRAINT AND TRANSITION BETWEEN THE PIPE MATERIAL USED FOR INTERIOR PIPING, WHICH PASSES THROUGH THE FOUNDATION WALL, AND YARD PIPING. THIS APPLIES TO ALL GRAVITY AND PRESSURE PIPING.

15.12. MANHOLES:

- 15.12.1. PRECAST MANHOLE STRUCTURES TO BE 1200 mm DIAMETER PRECAST CONCRETE AS PER OPSD 701.010, UNLESS NOTED OTHERWISE. 15.12.2. SANITARY MANHOLES TO HAVE FRAME AND COVER AS PER OPSD 401.010 TYPE 'B' (CLOSED COVER).
- 15.12.3. MATERIALS FOR PRECAST CONCRETE STRUCTURES AND GRATING AS PER OPSS 1351 AND 1850, RESPECTIVELY.
- 15.12.4. MANHOLE AND CATCHBASIN GRATE ELEVATIONS ARE APPROXIMATE AND MAY BE SUBJECT TO ADJUSTMENT IN THE FIELD. PRECAST ADJUSTMENT UNITS AS PER OPSD 704.010 (MAXIMUM OF 3 UNITS). PARGE INSIDE AND OUTSIDE OF ADJUSTMENT UNITS TO MAKE WATERTIGHT.
- 15.12.5. JOINTS BETWEEN PRECAST SECTIONS TO BE MADE WATERTIGHT USING 20 mm BUTYL MASTIC IN ADDITION TO THE STANDARD RUBBER GASKET.
- 15.12.6. EXTERIOR JOINTS TO BE COVERED WITH A SELF-ADHERING MEMBRANE IMPERMEABLE TO WATER (i.e., BAKOR BLUESKIN® SA) INSTALLED 300 mm ABOVE AND BELOW EVERY JOINT.
- 15.12.7. BENCH TO PROVIDE A SMOOTH U-SHAPED CHANNEL AS PER OPSD 701.021.

15.13. WATERTIGHT CONNECTIONS TO MANHOLES OR EXTERIOR

- TANKS: 15.13.1. FOR EXISTING MANHOLES USE A PIPE PENETRATION SEAL (i.e., LINK-SEAL® MODULAR SEAL), ADJUSTABLE FROM INSIDE THE
- STRUCTURE. 15.13.2. FOR NEW MANHOLES USE BOOT CONNECTIONS WITH TWO RING CLAMPS TO TIGHTEN THE BOOT TO THE PIPE.
 - TRANSITION COUPLINGS WILL BE REQUIRED BETWEEN THE YARD PIPING AND THE STAINLESS STEEL (OR OTHER DIFFERING PIPE MATERIALS) ON PIPING EXISTING THE TANKS OR BUILDINGS.

16 <u>WATERMAINS / VALVES</u>

- 16.1. WATERMAINS AND SERVICES TO BE INSTALLED IN ACCORDANCE WITH CITY OF TEMISKAMING SHORES STANDARDS AND SPECIFICATIONS.
- 16.2. WATERMAINS AND SERVICES TO BE INSTALLED MINIMUM 2.1 m BELOW FINISHED GRADE UNLESS OTHERWISE NOTED. 16.3. WATERMAINS AND SERVICES TO INCLUDE CATHODIC PROTECTION
- AND TRACER WIRE. 16.4. LAY AND JOIN PIPE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND TO APPROVAL OF CONTRACT
- ADMINISTRATOR. 16.5. WATERMAIN TO BE INSTALLED AS NOTED ON DRAWING. HORIZONTAL AND VERTICAL THRUST BLOCKS OR RESTRAINTS TO
- BE INSTALLED. 16.6. WATERMAIN SHALL BE AWWA C900-PVC SPECIFICATION, SDR 18 PRESSURE CLASS 235.
- 16.7. PIPE BEDDING AND COVER SHALL CONFIRM TO OPSD 802. BEDDING AND COVER TO BE GRANULAR 'A' 16.8. THE MINIMUM DEPTH OF COVER MESASURED TO TOP OF MAIN OR
- SERVICE CONNECTION GOOSENECK SHALL NOT BE LESS THAN 2.1M 16.9. WATERMAIN TO HAVE A MINIMUM SEPARATION OF 2.5M FROM PARALLEL DITCHES AND SEWERS. WATERMAIN PASSING UNDER

CULVERTS TO HAVE A MINIMUM SEPARATION OF 0.5M AND

- INSULATED AS DIRECTED BY ENGINEER. 16.10. SERVICE CONNECTIONS TO PVC MAINS SHALL BE BY STAINLESS STEEL SADDLE.
- 16.11. VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE. VALVE BOXES SHALL BE OF CAST IRON AS MANUFACTURED BY BIBBY STE CROIX OR STAR PIPE PRODUCTS, 112MM AND SHALL BE OF SLIDING TPE, COMPLETE WITH GROMMETED HOLE FOR TRACER WIRE WHICH CANNOT CARRY ANY SURFACE LOAD DOWN TO THE PIPE. THE COVERS SHALL PREVENT UNAUTHORIZED ENTRY AND MARKED AS 'WATER',
- 16.12. GATE VALVES FOR PIPE SHALL BE CLOW OR EQUAL, CAST IRON BODDY, RESILIENT SEATED MECHANICAL JOINT PATTERN CONFORMING TO ANSI/AWWA C509, DESIGNED FOR A WORKING PRESSURE OF NOT LEASS THAN 150PSI. FALVES SHALL OPEN WHEN TURNED IN A CLOCKWISE DIRECTION AND SHALL BE FITTEDD WITH A COMPOUND OPERATING NUT.

17. WILDLIFE AND ENVIRONMENT

17.1. ALL MATERIALS AND EQUIPMENT USED FOR THE PURPOSE OF SITE PREPARATION AND PROJECT COMPLETION SHALL BE OPERATED AND STORED IN A MANNER THAT PREVENTS ANY DELETERIOUS SUBSTANCES (I.E. PETROLEUM PRODUCTS, SILT, ETC.) FROM ENTERING THE RECEIVING STREAM. VEHICLE AND EQUIPMENT RE-FUELLING AND MAINTENANCE SHALL BE CONDUCTED AWAY FROM DRAINAGE CHANNELS. ANY PART OF EQUIPMENT ENTERING DRAINAGE CHANNELS SHALL BE FREE OF FLUID LEAKS AND EXTERNALLY CLEANED/DEGREASED TO PREVENT ANY DELETERIOUS SUBSTANCES FROM ENTERING THE RECEIVING STREAM.

17.2. WHILE UNDERTAKING THE CONSTRUCTION ACTIVITIES THE

CONTRACTOR SHALL BE VIGILANT FOR THE POTENTIAL PRESENCE OF UNDERGROUND FUEL TANKS, POTENTIALLY BURIED WASTE, OR ABANDONED WATER WELLS. IF ANY OF THE ABOVE ARE ENCOUNTERED OR SUSPECTED THE CONTRACTOR SHALL NOTIFY

THE CONTRACT ADMINISTRATOR IMMEDIATELY.

ISSUED FOR SITE PLAN APPROVAL 03/05/19 ISSUED FOR 100% CLIENT REVIEW 03/05/19 ISSUED FOR 75% CLIENT REVIEW 12/04/19 ISSUE / REVISION

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ROJECT NORTH

TEMISKAMING SHORES SENIORS HOUSING CORP.

TEMISKAMING SHORES, ONTARIO

CONSTRUCTION NOTES

DESIGN: SS CHECKED: RI C107

LR #: 28236-000



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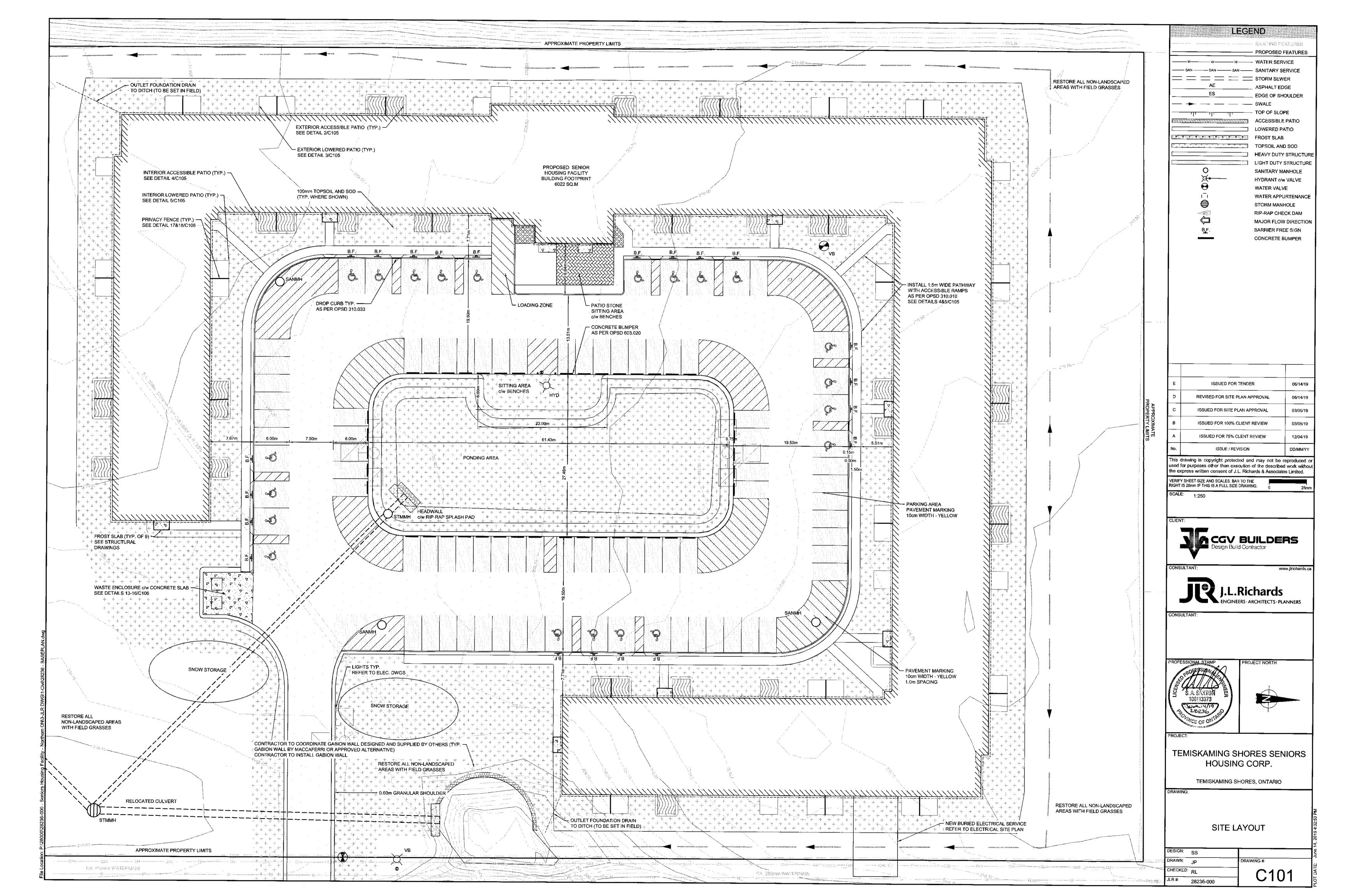
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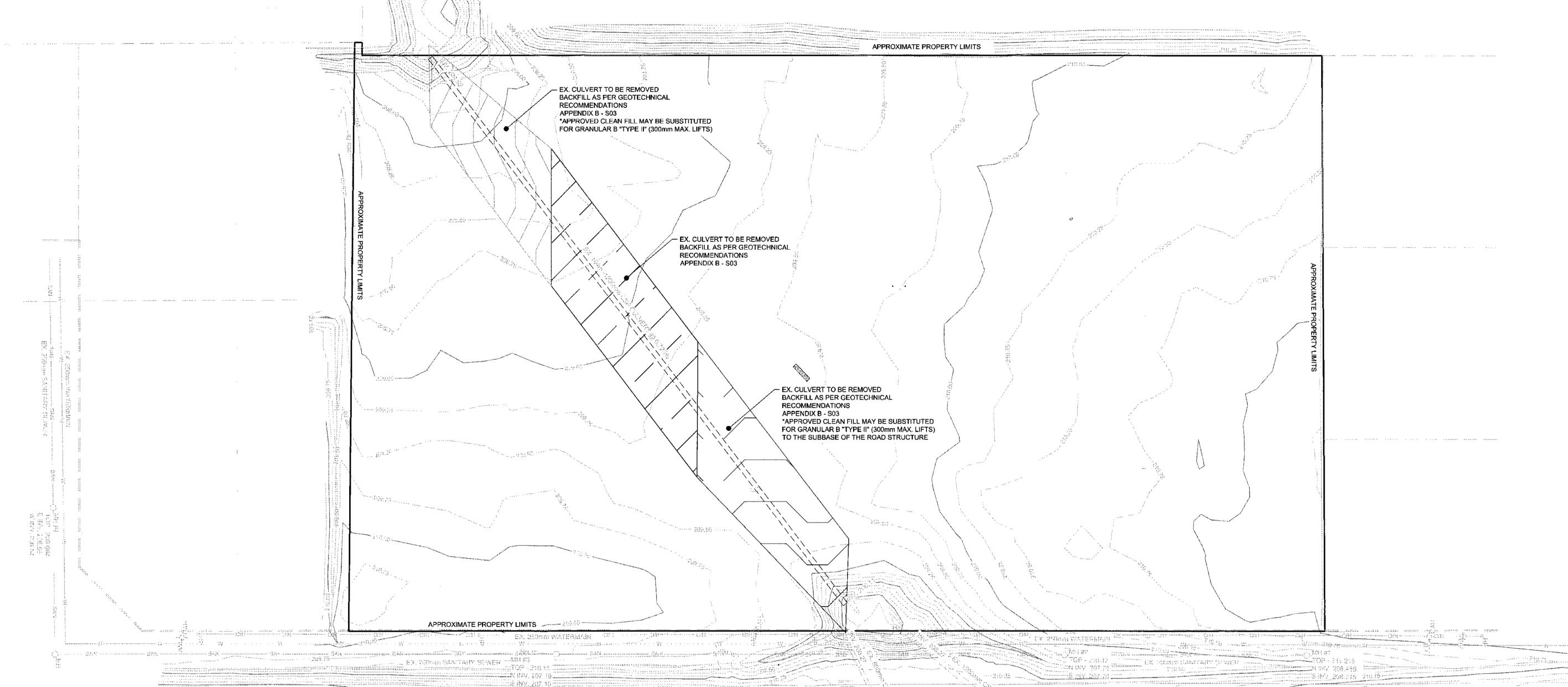
107-450 Speedvale Ave. West Guelph ON Canada N1H 7Y6 Tel: 519 763-0713

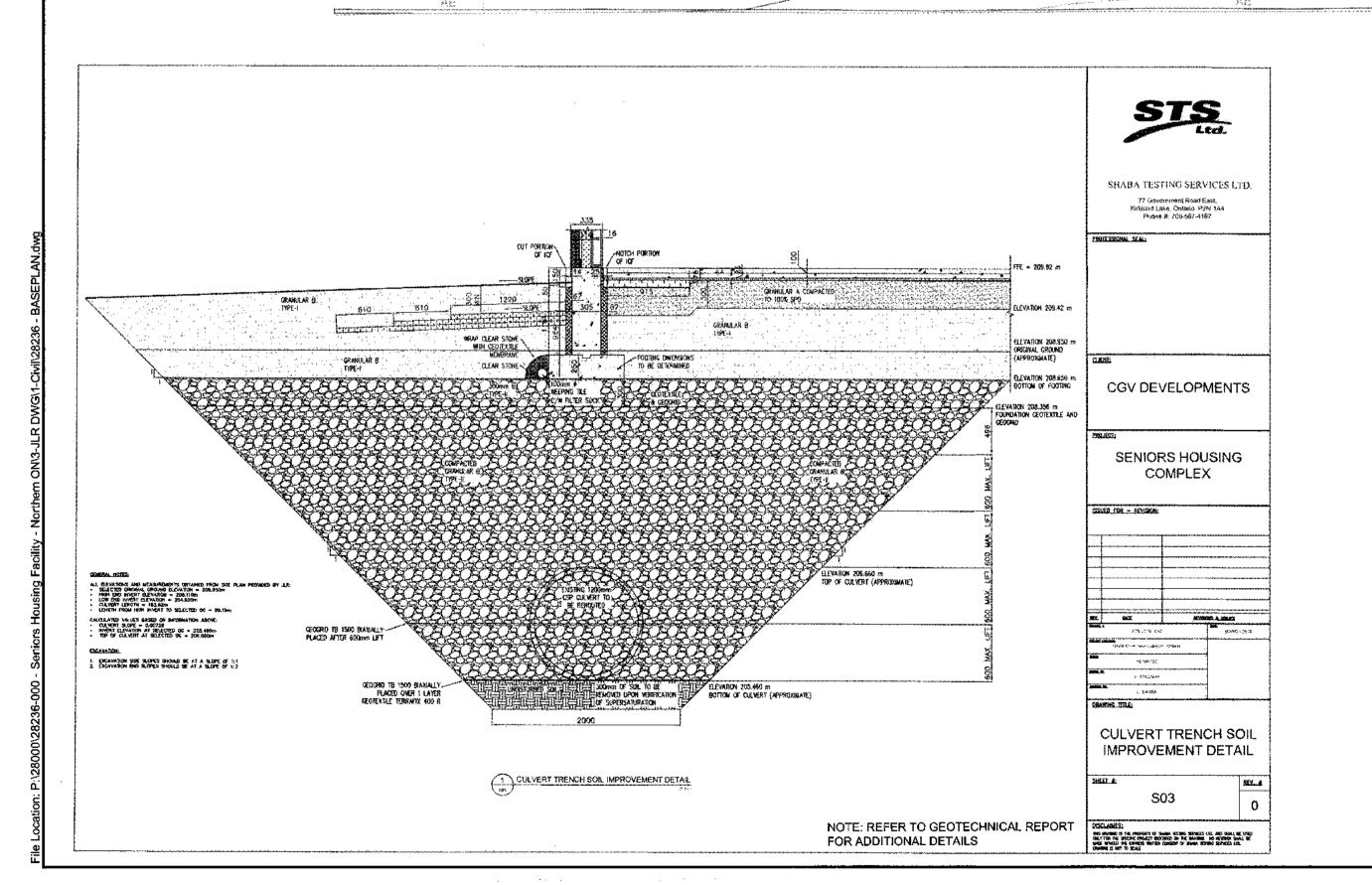
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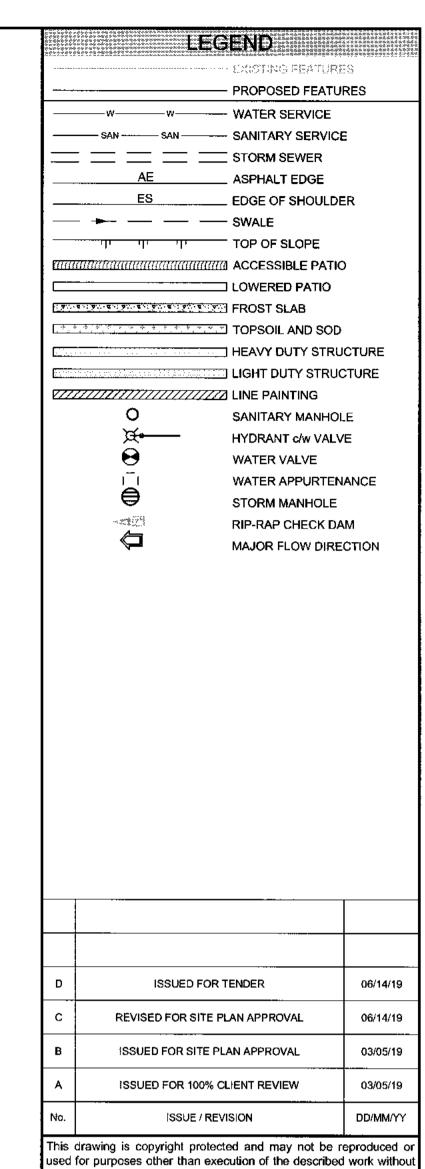


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SCALE: AS NOTED

CGV BUILDERS
Design Build Contractor

J.L.Richards

CONSULTANT:

PROFESSIONAL STAMP

ROFESSIONAL STAMP

ROFESSIONAL

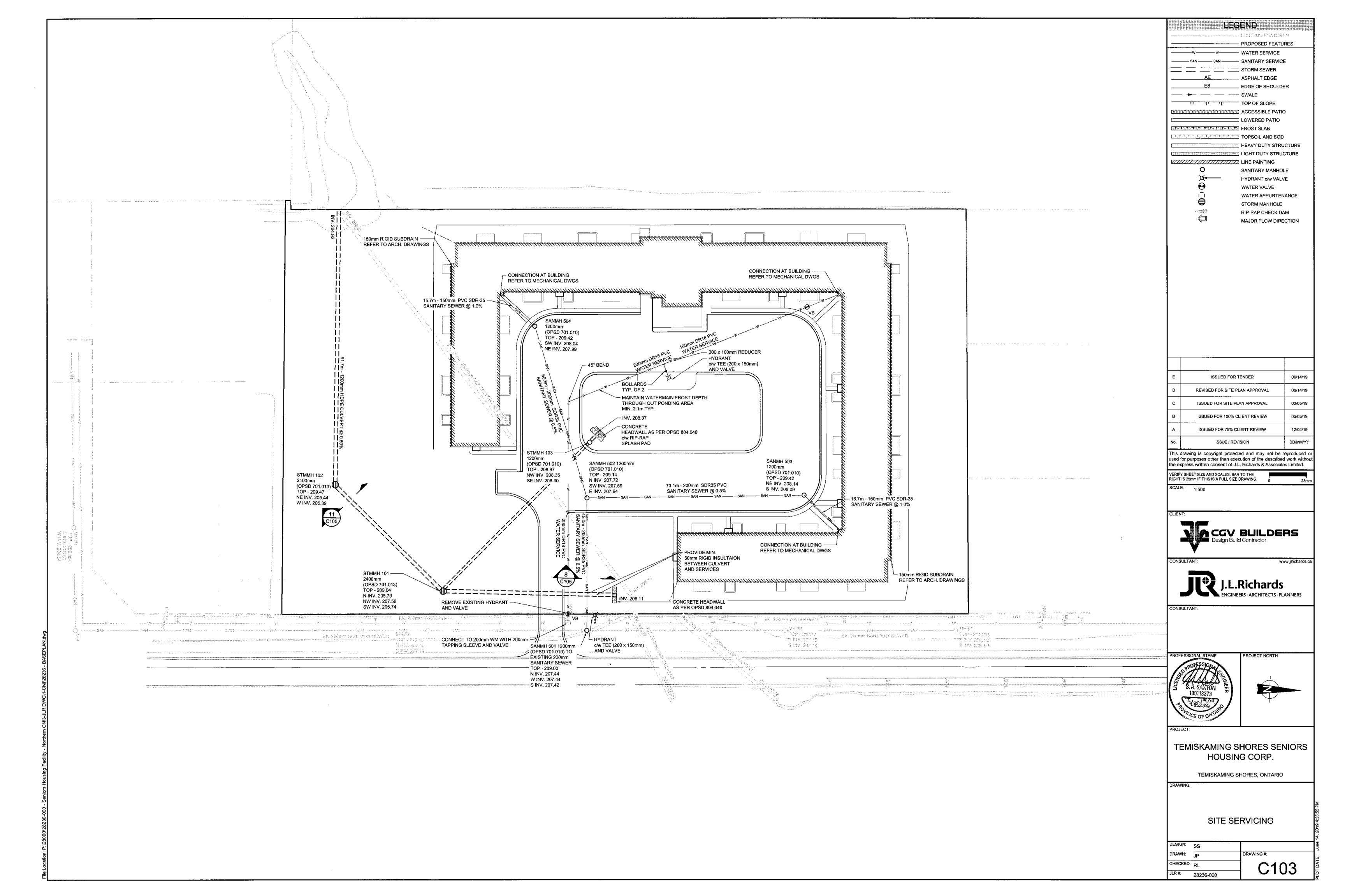
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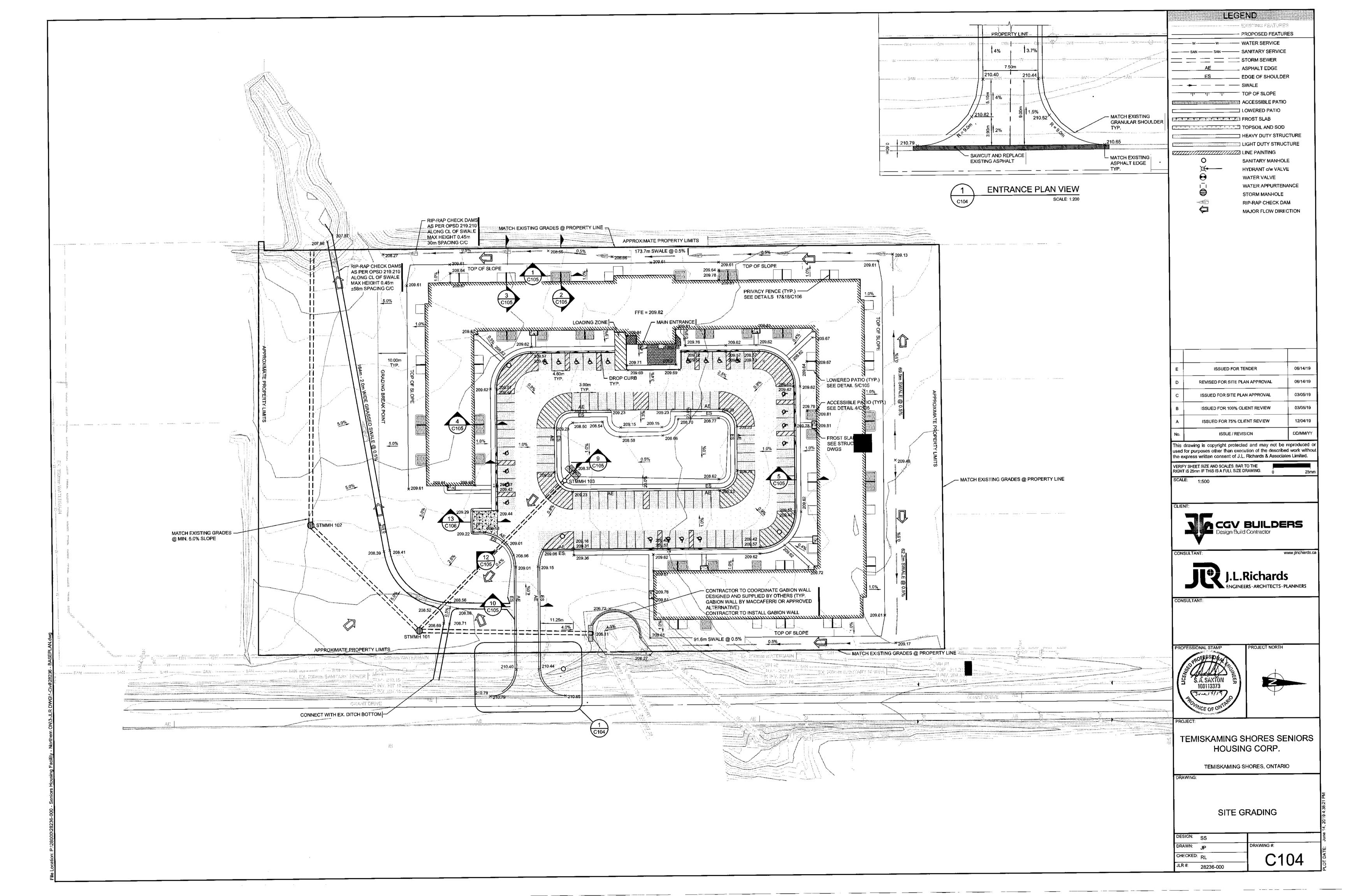
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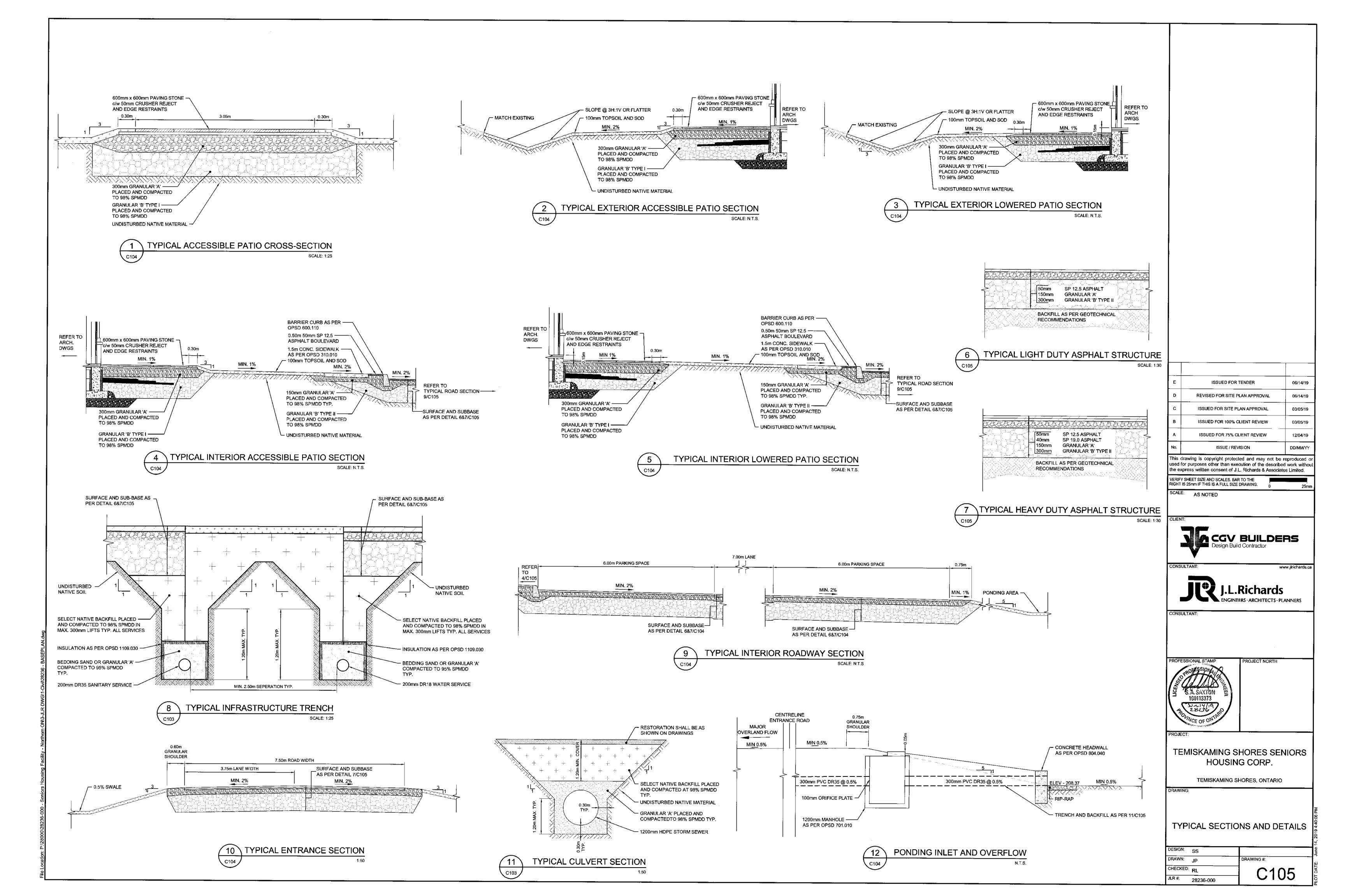
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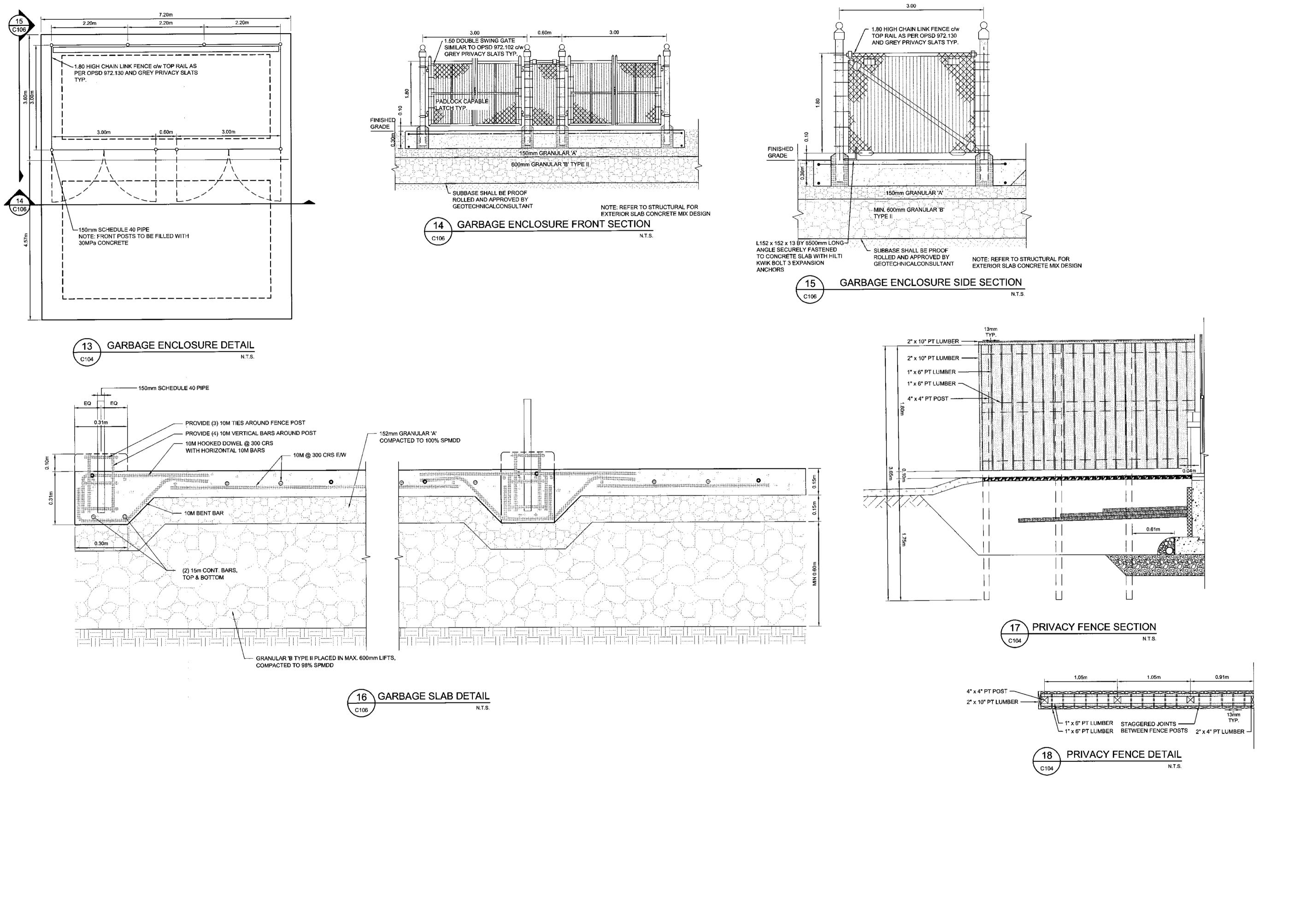
EXISTING CONDITIONS AND REMOVALS

DESIGN: SS	
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ISSUED FOR TENDER 06/14/19 06/14/19 REVISED FOR SITE PLAN APPROVAL ISSUED FOR SITE PLAN APPROVAL 03/05/19 03/05/19 ISSUED FOR 100% CLIENT REVIEW ISSUED FOR 75% CLIENT REVIEW 12/04/19 ISSUE / REVISION

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A CGV BUILDERS
Design Build Contractor

J.L.Richards

100113373

TEMISKAMING SHORES SENIORS HOUSING CORP.

TEMISKAMING SHORES, ONTARIO

TYPICAL SECTIONS AND DETAILS

DESIGN: SS	
DRAWN: JP	DRAWING #:
CHECKED: RL	<u></u>
JLR #: 28236-000	

CONSTRUCTION NOTES

- 1.1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE INDICATED.
- 1.2. ALL DIMENSIONS ARE TO BE CHECKED AND VERIFIED ON THE SITE AND ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER,
- 1.3. THIS DRAWING IS PART OF A SET AND MUST BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS, DETAILS, NOTES, AND WRITTEN SPECIFICATIONS INCLUDED IN THE CONTRACT DOCUMENTS.
- 1.4. DRAWINGS ARE NOT TO BE SCALED.
- 1.5. THE TERM "OWNER" REFERS TO TEMISKAMING SHORES NON-PROFIT HOUSING CORPORATION (TSNPHC) OR THEIR ASSIGNED REPRESENTATIVE.
- 1.6. THE TERM "ENGINEER" REFERS TO THE OWNER'S DESIGN ENGINEER ("J.L. RICHARDS & ASSOCIATES")
- 1.7. THE TERM "GEOTECHNICAL CONSULTANT" REFERS TO AN INDEPENDENT GEOTECHNICAL ENGINEER OR THEIR REPRESENTATIVE THAT IS PROVIDING GEOTECHNICAL SERVICES TO ENSURE COMPLIANT INSTALLATION AND TESTING OF MATERIALS.
- 1.8 A GEOTECHNICAL REPORT HAS BEEN PRODUCED FOR THIS PROJECT AND SHOULD BE REFERENCED BY THE CONTRACTOR WHEREVER NECESSARY. "SUPPLEMENTARY GEOTECHNICAL ENGINEERING COMMENTS AND RECOMMENDATIONS - PROPOSED SENIORS HOUSING COMPLEX, GRANT DRIVE, NEW LISKEARD, PREPARED BY SHABA TESTING SERVICES LTD. (STS 2019-0012, MARCH 2019 - REV
- 1.9. CONTRACTOR MUST WORK WITH THE LATEST REVISION OF THE CONTRACT DRAWINGS. COORDINATE WITH ENGINEER, ALL ENGINEERING DOCUMENTS SHOULD BE ISSUED TO ALL SUBS - ANY DISCREPANCY SHOULD BE REPORTED TO THE ENGINEER.
- 1.10. ON REQUEST A CAD FILE WILL BE PROVIDED TO THE SUCCESSFUL CONTRACTOR TO ASSIST WITH LAYOUT.

GENERAL NOTES

- 2.1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND THE ASSOCIATED COSTS.
- 2.2. SURVEY WAS COMPLETED BY exp. SERVICES INC.
- 2.3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES AND SERVICES.
- 2.4. ALL UTILITIES AND SERVICES SHOWN ON THIS DRAWING SET SHALL BE CONSIDERED APPROXIMATE. LOCATIONS AND DESCRIPTIONS OF THE BURIED UTILITIES AND SERVICES SHOWN ARE PROVIDED BY THE CITY OF TEMISKAMING SHORES (PLAN 90-539 BY SUTCLIFFE, SEPT 1990, PREPARED AS CONSTRUCTED DWG 06/01/95)" AND ARE FOR REFERENCE PURPOSES ONLY. ALL UTILITIES AND SERVICES ARE NOT NECESSARILY AS SHOWN ON THE DRAWINGS. ACTUAL LOCATIONS MUST BE DETERMINED BY CAUTIOUS EXCAVATION AND, WHERE POTENTIAL FOR CONFLICTS OCCUR, HAND DIG AND HYDROVAC TO CONFIRM ACTUAL LOCATIONS. PROTECT LOCATED ITEMS DURING CONSTRUCTION AND COORDINATE WITH OWNER AND LOCAL AUTHORITIES WHERE NECESSARY. ITEMS ENCOUNTERED BELOW GRADE THAT ARE NOT SHOWN ON THE DRAWINGS SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER. 2.5. ALL WORKS SHALL BE IN COMPLIANCE WITH THE CITY OF
- TEMISKAMING SHORES STANDARDS AND SPECIFICATIONS, THE ONTARIO PROVINCIAL STANDARDS DRAWINGS (OPSD) AND SPECIFICATIONS (OPSS) UNLESS OTHERWISE NOTED. 2.6. THE CONTRACTOR SHALL SUPPLY ALL THE MATERIALS IN NEW
- CONDITION AND IN LABOUR QUANTITIES SUFFICIENT TO COMPLETE THE WORK SHOWN ON THESE DRAWINGS.
- 2.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF SITE DISPOSAL OF ALL UNWANTED MATERIALS.
- 2.8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERTICAL AND HORIZONTAL CONTROL, AND FOR THE LAYOUT OF THE WORK. 2.9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE
- REINSTATEMENT OF ALL DISTURBED AREAS TO A CONDITION EQUAL TO OR BETTER THAN EXISTING, TO THE SATISFACTION OF THE OWNER.
- 2.10.COMPACTION OF ALL MATERIAL SHALL BE AS PER OPSS 501.
- 2.11.CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION DEWATERING, AND THE CONTROL OF DEWATERING, OPERATIONS, IN ACCORDANCE WITH OPSS 517 AND OPSS 518.
- 2.12. WHERE THE CONTRACTOR WISHES A MODIFICATION OR DEVIATION FROM THE DESIGN REQUIREMENTS OF THE CONTRACT DRAWINGS OR DOCUMENTS, THE CONTRACTOR SHALL SUBMIT A DETAILED REQUEST IN WRITING TO THE ENGINEER FOR APPROVAL PRIOR TO ANY MODIFIED OR DEVIATED WORK BEING PERFORMED. SHOULD THE CONTRACTOR MAKE UNAUTHORIZED CHANGES OR DEVIATIONS TO THE DESIGN REQUIREMENTS WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER, THE CONTRACTOR WILL BE RESPONSIBLE TO PERFORM AND/OR PAY FOR REMEDIES REQUIRED BY THE ENGINEER.
- 2.13.SHOULD ARCHAEOLOGICAL REMAINS BE FOUND DURING CONSTRUCTION ACTIVITIES, THE MINISTRY OF TOURISM, CULTURE, AND SPORT MUST BE NOTIFIED IMMEDIATELY BY THE CONTRACTOR.
- 2.14. SHOULD HUMAN REMAINS BE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE MINISTRY OF TOURISM, CULTURE, AND SPORT; THE REGISTRAR OF CEMETERIES REGULATION UNIT FROM THE MINISTRY OF CUSTOMER SERVICES AT (416) 329-8393 AND THE LOCAL POLICE.

TRAFFIC CONTROL AND SITE ACCESS

- 3.1. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH BOOK 7 OF THE ONTARIO HIGHWAY TRAFFIC MANUAL, FOR ALL WORK WITHIN THE MUNICIPAL ROAD ALLOWANCE.
- 3.2. THE CONTRACTOR, IN COORDINATION WITH THE OWNER, SHALL BE REQUIRED TO MAINTAIN ACCESS TO THE SITE FROM GRANT DRIVE FOR EMERGENCY SERVICE VEHICLES AT ALL TIMES DURING

ALLOWED.

4. SILT MITIGATION 4.1. SILT MITIGATION AND THE CONTROL OF AIRBORNE CONTAMINANTS SHALL FORM A MAJOR COMPONENT OF THIS PROJECT. THE CONTRACTOR SHALL CONSIDER SILT MITIGATION PRIOR TO UNDERTAKING ANY ACTIVITY ON THE SITE AND TAKE ALL REQUIRED MEASURES AND PRECAUTIONS TO PREVENT SILT OR OTHER CONTAMINANTS FROM ENTERING THE NATURAL ENVIRONMENT OR AREAS BEYOND LIMITS OF THE WORK AREA. SILT MITIGATION

CONSTRUCTION. COMPLETE CLOSURE OF THE ACCESS IS NOT

4.2. PRIOR TO ANY WORK ON THE SITE, THE CONTRACTOR SHALL EVALUATE THE SITE AND IDENTIFY ALL LOCATIONS WHERE SILT MITIGATION IS REQUIRED AND INSTALL SILT MITIGATION FEATURES TO SUIT THE CONDITIONS.

REQUIREMENTS SHALL BE STRICTLY ENFORCED AS PER OPSS 805.

- 4.3. THE CONTRACTOR SHALL ENSURE NO SILTED OR CONTAMINATED FLOWS ESCAPE FROM THE SITE, PROVIDE MITIGATION MEASURES AS REQUIRED.
- 4.4. ALL EXISTING AND PROPOSED CATCH BASIN GRATES WITHIN IMMEDIATE VICINITY OF WORK AREA TO BE TREATED WITH A SEDIMENT CAPTURE DEVICE (SCD). THE SCD SHALL BE TERRAFIX GEOSYNTHETICS INC. SILTSACK OR AN APPROVED EQUIVALENT INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS, REPLACE AS REQUIRED TO MAINTAIN PERFORMANCE.
- 4.5. THE FOLLOWING OPSD STANDARD DRAWINGS SHALL BE USED TO IMPLEMENT THE SILT MITIGATION MEASURES. ADDITIONAL MEASURES MAY BE REQUIRED.
- 4.5.1. OPSD 219.110 LIGHT-DUTY SILT FENCE BARRIER
- 4.5.2. OPSD 219.180 STRAW BALE FLOW CHECK DAM
- 4.5.3. OPSD 219.190 SILT FENCE FLOW CHECK DAM
- 4.6. WHERE STRAW BALES & FILTER FENCING CANNOT BE USED DUE TO BEDROCK, THE CONTRACTOR SHALL INSTALL SAND BAGS AS DETAILED IN OPSD 219,200
- 4.7. SILT MITIGATION MEASURES SHALL BE MONITORED ON A REGULAR BASIS AND REPAIRED OR MAINTAINED AS REQUIRED TO ENSURE SILT OR AIRBORNE CONTAMINANTS DO NOT ENTER THE NATURAL ENVIRONMENT.
- 4.8. ALL SILT MITIGATION MEASURES ARE TO REMAIN IN PLACE UNTIL VEGETATION IS WELL ESTABLISHED. REMOVE SILT MITIGATION ONCE VEGETATION IS WELL ESTABLISHED.
- 4.9. THE CONTRACTOR SHALL ENSURE MUNICIPAL ROADWAYS ARE KEPT FREE OF MUD OR DIRT AND PROMPTLY CLEAN THE ROADWAY SHOULD THERE BE AN OCCURRENCE.
- 4.10. THE CONTRACTOR SHALL DISPOSE OF ALL CONSTRUCTION DEBRIS AND SURPLUS OR UNWANTED MATERIAL AT LEGALLY DESIGNATED SITES IN ACCORDANCE WITH APPLICABLE LAW AT THEIR OWN EXPENSE. THE OWNER, IN CONSULTATION WITH THE ENGINEER AND GEOTECHNICAL CONSULTANT, SHALL FIELD DETERMINE MATERIALS SUITABLE FOR USE WITHIN THE PROJECT.

5. SITE PREPARATION AND REMOVALS

- 5.2. EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH OPSS
- 5.3. REMOVALS SHALL BE IN ACCORDANCE WITH OPSS 510.
- 5.4. THE SUBGRADE SHALL BE FREE OF ORGANICS, SHAPED, PROOF ROLLED AND APPROVED BY THE GEOTECHNICAL CONSULTANT PRIOR TO BACKFILLING. REFER TO SUBMITTALS SECTION FOR GEOTECHNICAL REQUIREMENTS AND LIST OF SUBMITTALS.
- 5.5. THE MOST SEVERE LOADING CONDITIONS ON THE SUBSOIL COULD OCCUR DURING CONSTRUCTION DUE TO HEAVY TRUCK AND EQUIPMENT TRAFFIC. SPECIAL PROVISIONS TO PROTECT THE SUBGRADE MAY BE REQUIRED BY THE CONTRACTOR SUCH AS ADDITIONAL SUBBASE AND/OR RESTRICTED LOADINGS OR PROVISIONS FOR TEMPORARY ROADS, ETC.
- 5.6. IF EXCAVATION IS REQUIRED BEYOND THE DEPTHS NOTED ON THE CONTRACT DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING PRIOR TO EXCAVATING ADDITIONAL DEPTHS. IF EXCAVATION CONTINUES WITHOUT AUTHORIZATION FROM THE ENGINEER IN WRITING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ADDITIONAL EXCAVATION AND
- 5.7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST SUPPRESSION IN ACCORDANCE WITH OPSS 506, WATER OR CALCIUM CHLORIDE SHALL BE PROVIDED AS REQUIRED TO
- 5.8. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE EXACT LOCATION, SIZE, MATERIAL AND ELEVATION OF ALL SERVICES AND UTILITIES PRIOR TO CONSTRUCTION AND SHALL PROTECT AND ASSURE RESPONSIBILITY FOR ALL UTILITIES WHETHER OR NOT SHOWN ON THIS DRAWING.
- 5.9. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE, VIA EXCAVATION, THE EXACT LOCATION AND ELEVATION OF THE EXISTING WATERMAINS, SEWERS AND UNDERGROUND STRUCTURES PRIOR TO CONSTRUCTION AND SHALL PROTECT AND ASSURE RESPONSIBILITY FOR ALL UTILITIES WHETHER OR NOT SHOWN ON THE CONTRACT DOCUMENTS.
- 5.10.ITEMS ENCOUNTERED BELOW GRADE THAT ARE ENCOUNTERED AND NOT SHOWN ON THE DRAWING SHALL BE REPORTED TO THE CONTRACT ADMINISTRATOR.
- 5.11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF SITE DISPOSAL OF ALL UNWANTED MATERIAL,
- AWAY FROM EXCAVATIONS AND SUBGRADE. 5.13. DISTURBED SOILS SUBJECTED TO ELEVATED MOISTURE CONTENT WILL HAVE SIGNIFICANT STRENGTH LOSS AND MUST BE REMOVED.

5.12. SITE SHOULD BE ROUGH GRADED TO DIRECT SURFACE WATER

- 6. ROCK EXCAVATION 6.1. CONTRACTOR TO NOTIFY ENGINEER SHOULD ROCK BE
 - ENCOUNTERED.

ASPHALT AND GRANULARS

- 7.1. ALL MATERIALS MUST CONFORM TO THE ONTARIO PROVINCIAL STANDARDS AND SPECIFICATIONS.
- 7.2. SPECIFICATIONS FOR SITE WORK SHALL BE READ IN CONJUNCTION WITH THE GEOTECHNICAL REPORT.
- 7.3. ALL ASPHALT SURFACES TO BE RESTORED WITH ASPHALT DESIGN AS SHOWN ON DRAWINGS AND AS REFERENCED TO THE GEOTECHNICAL REPORT.

- 8.1. ALL SIGNS ARE NOT NECESSARILY SHOWN ON DRAWINGS. THE CONTRACTOR SHALL REMOVE, SALVAGE AND REINSTALL EXISTING SIGNAGE AS DIRECTED BY THE OWNER.
- 8.2. POSTS AND SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH OPSS 703 AND OPSD 987.110.

9. GEOTEXTILE

9.1. GEOTEXTILE SHALL BE TERRAFIX 270R IN ACCORDANCE WITH OPSS 1860. CONTRACTOR SHALL INSTALL AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

10. LANDSCAPING

- 10.1. CONTRACTOR SHALL SUPPLY AND INSTALL 75mm TOPSOIL AND SEED IN ACCORDANCE OPSS 802 AND OPSS 803 TO ALL RESTORED
- AND DISTURBED SURFACES. 10.2. AT THE TIME OF FINAL INSPECTION ALL SEEDED AREAS SHALL BE IN A HEALTHY, VIGOROUS GROWING CONDITION, IN FULL ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
- 10.3. EXISTING TREES TO BE RETAINED AND PROTECTED IN ACCORDANCE WITH OPSS 801 WHERE POSSIBLE AND DIRECTED BY THE CONTRACT ADMINISTRATOR.
- 10.4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION, BACKFILL, AND REINSTATEMENT OF ALL AREAS DISTURBED DURING CONSTRUCTION AND ALL ASSOCIATED WORKS TO THE SATISFACTION OF THE CONTRACT ADMINISTRATOR AND THE OWNER.

11. BACKFILL

11.1.BACKFILL UNDER PAVED AREAS, SIDEWALKS, OR EXTERIOR SLABS-ON-GRADE SHOULD BE COMPACTED TO 100% SPMDD. BACKFILL PLACED AGAINST BURIED STRUCTURES OR FOUNDATION WALLS TO BE MINIMUM 1000 mm GRANULAR 'B' MATERIAL AS PER OPSS.MUNI 1010, COMPACTED TO 100% SPMDD.

12.1. EXISTING FENCING ABUTTING THE PROPERTY TO BE PROTECTED. ANY FENCING THAT HAS BEEN DAMAGED AS A PART OF THIS PROJECT TO BE REINSTATED TO MATCH EXISTING CONDITIONS.

CONCRETE SIDEWALK

- 13.1. CONCRETE MATERIAL AS PER OPSS 350, 351, 352, AND 235; 1301, 1302, AND 1350 AND CAN/CSA A23.1/A23.2.
- 13.2. CONCRETE TO BE 30 MPa MINIMUM 28 DAY STRENGTH, 19 mm COARSE AGGREGATE NOMINAL MAXIMUM SIZE, 6.0% TO 8.0% AIR, NORMAL PORTLAND TYPE CEMENT AS PER OPSS 1301, 0.45 MAXIMUM WATER CEMENT RATIO, 75 mm MAXIMUM SLUMP, WHITE PIGMENTED CURING COMPOUND AS PER OPSS 1315.
- 13.3. PLAIN CONCRETE TO BE CLASS C-2, 150 mm THICK, WITH 150 mm GRANULAR 'A' BEDDING COMPACTED TO 100% SPMDD.

14. TRENCH BACKFILL

- 14.1. TRENCHING BACKFILL AND COMPACTING TO BE PERFORMED AS PER OPSS 401.
- 14.2. FOR SERVICES TRENCHES UNDER PAVED AREAS BACKFILL TO BE PLACED IN MAXIMUM 200 mm THICK LOOSE LIFTS, AND COMPACTED TO 95% SPMDD.
- 14.3. BACKFILL PLACED 300mm BELOW PAVEMENT SUBGRADE TO BE COMPACTED TO 98% SPMDD.
- 14.4. EXCAVATION SIDES MUST HAVE FROST TAPER AS PER OPSD 800
- 14.5. EXCAVATED SOILS THAT ARE TOO WET (IE. GREATER THEN 5% ABOVE OPTIMUM MOISTURE CONTENT) MUST BE SET ASIDE TO DRY UNDISTRUBED UNTIL ACCEPTABLE LEVELS OF MOISTURE ARE OBTAINED TO BE USED AS BACKFILL.

15 <u>CIVIL SERVICING - SEWERS</u>

- 15.1. SANITARY AND COMBINED SEWERS SHALL BE PVC SDR 35 EQUAL TO CSA B1A2.2, CSAB1A2.3, OR CSAB137.3.
- 15.2. STORM SEWERS SHALL BE EITHER PVC SDR 35, CSA CERTIFIED HIGH DENSITY POLYETHYLENE OR REINFORCED CONCRETE PIPE -ALL IN ACCORDANCE WITH OPSS.
- 15.3. PIPE MATERIAL TO BE IDENTIFIED AT PRE-CONSTRUCTION MEETINGS REGARDLESS OF PIPE MATERIAL INDICATED ON
- 15.4. SANITARY SEWER SHALL BE AIR AND DEFLECTION TESTED AS PER OPSS 410. 15.5. SANITARY MANHOLES SHALL BE TESTED FOR LEAKAGE AS PER
- 15.6. INSTALL GEOTEXTILE FABRIC UNDER ALL CATCHBASIN GRATES
- UNTIL CONSTRUCTION PHASE IS COMPLETE. 15.7. ALL PIPE AND FITTINGS SUPPLIED MUST CARRY CSA CERTIFICATION TO THE APPROPRIATE CSA STANDARD SEWER GRADE. THE FOLLOWING PIPE SHALL BE USED FOR GRAVITY
- 15.7.1. TYPE PSM POLYVINYL CHLORIDE (PVC) PIPE WITH ELASTOMERIC GASKET AS PER OPSS 1841 AND CSA 182.2 OR 182.7. PROFILE TYPE PIPE SUCH AS THOSE MEETING CSA 182.4 AND CSA 182.6 MUST NOT BE USED FOR SANITARY SEWER APPLICATIONS. SANITARY SEWER TO BE DR 35
- 15.8. SEWER INSTALLATION AND TIE-IN TO EXISTING SEWERS OR STRUCTURES TO BE PERFORMED AS PER OPSS 410. PIPE BEDDING AND COVER TO BE GRANULAR 'A' MATERIAL AS PER OPSS.MUNI 1010 AND COMPACTED TO 100% SPMDD.
- 15.9. LAY AND JOIN PIPE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND TO APPROVAL OF ENGINEER.
- 15.10. INSTALL RIGID INSULATION FOR FROST PROTECTION WHERE

- DEPTH OF COVER BELOW FINISHED GRADE IS LESS THAN 1.9 m FOR SEWER SERVICE AND LESS THAN 2.1 m FOR WATER SERVICE. REFER TO OPSD 1109.030. INSTALL MINIMUM 50MM INSULATION WITH ADDITIONAL 25MM WHERE DOVER IS REDUCED GREATER THAN 600MM AND LESS THAN 900MM. STAGGER INSULATION
- 15.11. ALL YARD PIPING CONNECTIONS TO THE NEW BUILDING MUST HAVE A FLEXIBLE COUPLING INSTALLED WITHIN 1.0 m OF THE FOUNDATION WALL. THE FLEXIBLE COUPLING MUST PROVIDE AXIAL RESTRAINT AND TRANSITION BETWEEN THE PIPE MATERIAL USED FOR INTERIOR PIPING, WHICH PASSES THROUGH THE FOUNDATION WALL, AND YARD PIPING. THIS APPLIES TO ALL GRAVITY AND PRESSURE PIPING.

15.12. MANHOLES:

- PRECAST MANHOLE STRUCTURES TO BE 1200 mm DIAMETER PRECAST CONCRETE AS PER OPSD 701.010, UNLESS NOTED OTHERWISE. 15.12.2. SANITARY MANHOLES TO HAVE FRAME AND COVER AS PER OPSD 401.010 TYPE 'B' (CLOSED COVER).
- 15.12.3. MATERIALS FOR PRECAST CONCRETE STRUCTURES AND GRATING AS PER OPSS 1351 AND 1850, RESPECTIVELY.
- 15.12.4. MANHOLE AND CATCHBASIN GRATE ELEVATIONS ARE APPROXIMATE AND MAY BE SUBJECT TO ADJUSTMENT IN THE FIELD. PRECAST ADJUSTMENT UNITS AS PER OPSD 704.010 (MAXIMUM OF 3 UNITS). PARGE INSIDE AND OUTSIDE OF ADJUSTMENT UNITS TO MAKE WATERTIGHT.
- 15.12.5. JOINTS BETWEEN PRECAST SECTIONS TO BE MADE WATERTIGHT USING 20 mm BUTYL MASTIC IN ADDITION TO THE STANDARD RUBBER GASKET,
- 15.12.6. EXTERIOR JOINTS TO BE COVERED WITH A SELF-ADHERING MEMBRANE IMPERMEABLE TO WATER (i.e., BAKOR BLUESKIN® SA) INSTALLED 300 mm ABOVE AND BELOW EVERY JOINT.
- 15.12.7. BENCH TO PROVIDE A SMOOTH U-SHAPED CHANNEL AS PER OPSD 701.021.
- 15.13. WATERTIGHT CONNECTIONS TO MANHOLES OR EXTERIOR
- 15.13.1. FOR EXISTING MANHOLES USE A PIPE PENETRATION SEAL (i.e., LINK-SEAL® MODULAR SEAL), ADJUSTABLE FROM INSIDE THE STRUCTURE.
- 15.13.2. FOR NEW MANHOLES USE BOOT CONNECTIONS WITH TWO RING CLAMPS TO TIGHTEN THE BOOT TO THE PIPE.
- TRANSITION COUPLINGS WILL BE REQUIRED BETWEEN THE YARD PIPING AND THE STAINLESS STEEL (OR OTHER DIFFERING PIPE MATERIALS) ON PIPING EXISTING THE TANKS OR BUILDINGS.

16 WATERMAINS / VALVES

- 16.1. WATERMAINS AND SERVICES TO BE INSTALLED IN ACCORDANCE WITH CITY OF TEMISKAMING SHORES STANDARDS AND
- 16.2. WATERMAINS AND SERVICES TO BE INSTALLED MINIMUM 2.1 m. BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.
- 16.3. WATERMAINS AND SERVICES TO INCLUDE CATHODIC PROTECTION AND TRACER WIRE. 16.4. LAY AND JOIN PIPE IN ACCORDANCE WITH MANUFACTURER'S
- ADMINISTRATOR. 16.5. WATERMAIN TO BE INSTALLED AS NOTED ON DRAWING. HORIZONTAL AND VERTICAL THRUST BLOCKS OR RESTRAINTS TO

RECOMMENDATIONS AND TO APPROVAL OF CONTRACT

- 16.6. WATERMAIN SHALL BE AWWA C900-PVC SPECIFICATION, SDR 18 PRESSURE CLASS 235.
- 16.7. PIPE BEDDING AND COVER SHALL CONFIRM TO OPSD 802. BEDDING AND COVER TO BE GRANULAR 'A'
- 16.8. THE MINIMUM DEPTH OF COVER MEASURED TO TOP OF MAIN OR SERVICE CONNECTION GOOSENECK SHALL NOT BE LESS THAN 2.1M
- 16.9. WATERMAIN TO HAVE A MINIMUM SEPARATION OF 2.5M FROM PARALLEL DITCHES AND SEWERS. WATERMAIN PASSING UNDER CULVERTS TO HAVE A MINIMUM SEPARATION OF 0.5M AND INSULATED AS DIRECTED BY ENGINEER.
- 16.10. SERVICE CONNECTIONS TO PVC MAINS SHALL BE BY STAINLESS STEEL SADDLE.
- 16.11. VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE. VALVE BOXES SHALL BE OF CAST IRON AS MANUFACTURED BY BIBBY STE CROIX OR STAR PIPE PRODUCTS, 112MM AND SHALL BE OF SLIDING TPE, COMPLETE WITH GROMMETED HOLE FOR TRACER WIRE WHICH CANNOT CARRY ANY SURFACE LOAD DOWN TO THE PIPE. THE COVERS SHALL PREVENT UNAUTHORIZED ENTRY AND MARKED AS WATER',
- 16.12. GATE VALVES FOR PIPE SHALL BE CLOW OR EQUAL, CAST IRON BODY, RESILIENT SEATED MECHANICAL JOINT PATTERN CONFORMING TO ANSI/AWWA C509, DESIGNED FOR A WORKING PRESSURE OF NOT LEASS THAN 150PSI. VALVES SHALL OPEN WHEN TURNED IN A CLOCKWISE DIRECTION AND SHALL BE FITTED WITH A COMPOUND OPERATING NUT.

17. PAVING STONE EDGE RESTRAINTS

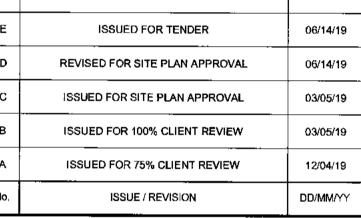
- 17.1. PAVING STONE EDGE RESTRAINTS SHALL BE PVC PAVER EDGING RESTRAINT, BY BRICKSTOP "MODEL 452" OR APPROVED EQUIVALENT.
- 17.2.PAVING STONE EDGE RESTRAINTS SHALL BE INSTALLED ON A GRANULAR SURFACE WITH 8" GALAVANIZED SPIKES.

18. BENCHES

- 18.1. BENCHES SHALL BE WABUSH VALLEY, SUPPLIED BY PLAYPOWER CANADA OR APPROVED EQUIVELANT.
- 18.2. BENCHES SHALL BE INSTALLED AS PER MANUFACTURERS RECOMMENDATIONS.

19. WILDLIFE AND ENVIRONMENT

- 19.1. ALL MATERIALS AND EQUIPMENT USED FOR THE PURPOSE OF SITE PREPARATION AND PROJECT COMPLETION SHALL BE OPERATED AND STORED IN A MANNER THAT PREVENTS ANY DELETERIOUS SUBSTANCES (I.E. PETROLEUM PRODUCTS, SILT, ETC.) FROM ENTERING THE RECEIVING STREAM. VEHICLE AND EQUIPMENT RE-FUELLING AND MAINTENANCE SHALL BE CONDUCTED AWAY FROM DRAINAGE CHANNELS. ANY PART OF EQUIPMENT ENTERING DRAINAGE CHANNELS SHALL BE FREE OF FLUID LEAKS AND EXTERNALLY CLEANED/DEGREASED TO PREVENT ANY DELETERIOUS SUBSTANCES FROM ENTERING THE RECEIVING
- 19.2. WHILE UNDERTAKING THE CONSTRUCTION ACTIVITIES THE CONTRACTOR SHALL BE VIGILANT FOR THE POTENTIAL PRESENCE OF UNDERGROUND FUEL TANKS, POTENTIALLY BURIED WASTE, OR ABANDONED WATER WELLS. IF ANY OF THE ABOVE ARE ENCOUNTERED OR SUSPECTED THE CONTRACTOR SHALL NOTIFY THE CONTRACT ADMINISTRATOR IMMEDIATELY.



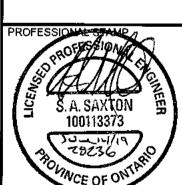
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VER!FY SHEET SIZE AND SCALES, BAR TO THE RIGHT IS 25mm IF THIS IS A FULL SIZE DRAWING.





CONSULTANT:



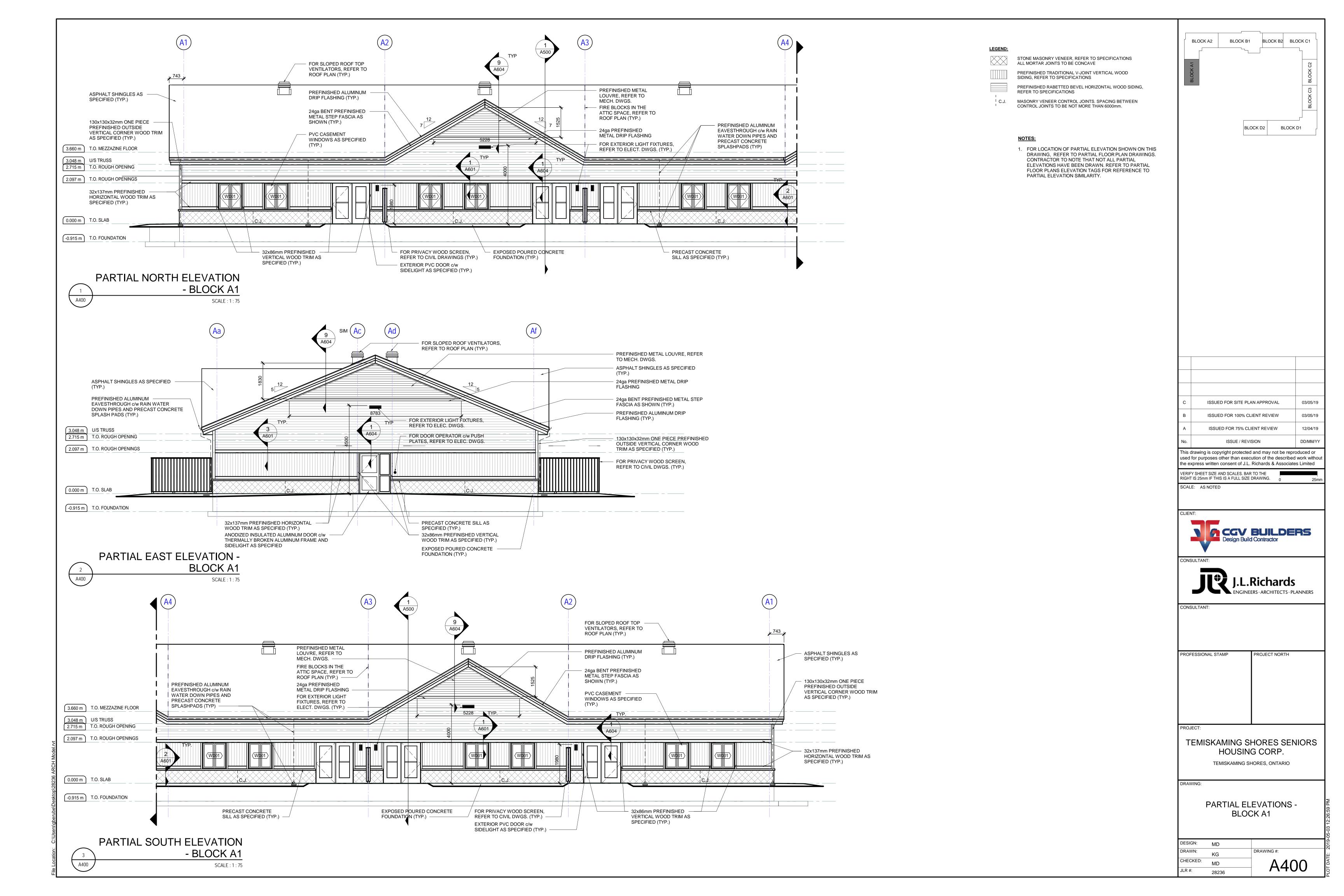
TEMISKAMING SHORES SENIORS HOUSING CORP.

TEMISKAMING SHORES, ONTARIO

CONSTRUCTION NOTES

<u> </u>		
DESIGN:	SS	
DRAWN:	JP	DRAWING #:
CHECKED:	RL	C107
JLR#:	28236-000	

28236-000



The Corporation of the City of Temiskaming Shores By-law No. 2019-157

Being a by-law to authorize the entering into a lease agreement with Brittany Barron Medicine Professional Corporation 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 considered Administrative Report No. CS-055-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a two (2) year lease agreement with Brittany Barron Medicine Professional Corporation for the rental of 408 ft² of office space at the Haileybury Medical Center effective November 1, 2019 until October 31, 2021 for consideration at the October 1, 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 Brittany Barron Medicine Professional Corporation 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 final 2019.	ally passed this 1 st , day of October,
	Mayor – Carman Kidd
	Clerk – David B. Treen



Schedule A to By-law No. 2019-157

Agreement between

The Corporation of the City of Temiskaming Shores

and

Brittany Barron Medicine Professional Corporation

for the rental of space at the Haileybury Medical Center

Lease Agreement

between

The Corporation of the City of Temiskaming Shores

and

Brittany Barron Medicine Professional Corporation

Lease

Shelly Zubyck
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J IK0

This Lease made this 1st day of October, 2019

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called the "Lessor")

And:

Brittany Barron Medicine Professional Corporation

(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 <u>Four Hundred and Eight Square</u> <u>Feet</u> (408 ft²) 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 November, 2019 and ending on the 31st day of October, 2021.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of Four Hundred and Sixty-Six Dollars and Thirty Six Cents (\$466.36) per month plus HST, for year one (1). An increase will be applied to the rental rate according to the Consumer Price Index for year two (2), effective November 1, 2020. 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;
- 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;
- 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.
- 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 All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business:

The Tenant:

Dr. Brittany Barron P.O. Box 2010 Haileybury, Ontario P0J 1KP0

Attn.: Brittany Barron

The Landlord:

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

P0J 1K0

Attn.: Shelly Zubyck

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.

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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)	Brittany Barron Medicine Professional Corporation
the presence of)	
)))	Dr. Brittany Barron
)))	Witness Print Name:
)) 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. 2019-158

Being a by-law to enact a Zoning by-law Amendment to amend certain provisions of the City of Temiskaming Shores Zoning By-law 2017-154 Micro brewery/winery/distillery in Commercial Zones

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 2017-154 regulates the use of land and the use and erection of buildings and structures within the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-056-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 to include micro brewer/winery/distillery as a permitted use in certain Commercial zones for consideration at the October 1, 2019 Regular Council meeting;

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

1. Text Changes

- a) Section 3.103, the definition of micro brewery/winery/distillery, is deleted in its entirety and the following substituted: "Micro brewery/winery/distillery: a building or portion thereof used for the making of beer or wine or spirits on a small scale, and includes tank and barrel storage and bottling facilities."
- b) Table 7.2 is amended to add as a permitted accessory use, in the C1 Zone, "micro brewery/winery/distillery," subject to note (*4) of Section 7.3.1.
- c) Table 7.2 is amended to add as a permitted accessory use, in the C1A Zone, "micro brewery/winery/distillery," subject to note (*4) of Section 7.3.1.
- d) Table 7.2 is amended to add as a permitted accessory use, in the C2 Zone, "micro brewery/winery/distillery," subject to note (*5) of Section 7.3.1.
- e) Section 7.3.1 is amended to add "(*4) A micro brewery/winery/distillery is permitted accessory to a restaurant, provided that the maximum floor area devoted to the micro brewery/winery/distillery use shall not exceed 35% of the gross floor area of the facility, or 200m², whichever is the lesser. Tasting facilities and retail sales of related items shall not be included as part of the micro brewery/winery/distillery use for the purposes of the area calculation."
- f) Section 7.3.1 is amended to add "(*5) A micro brewery/winery/distillery is permitted accessory to a restaurant, provided that the maximum floor area devoted to the micro brewery/winery/distillery use shall not exceed 35% of the gross floor area of the facility, or 350m², whichever is the lesser. Tasting facilities

and retail sales of related items shall not be included as part of the micro brewery/winery/distillery use for the purposes of the area calculation."

- 2. That all other provisions of By-law No. 2017-154 shall continue to apply.
- 3. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
- 4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 1st day of October, 2019.

The Corporation of the City of Temiskaming Shores By-law No. 2019-159

Being a by-law to enter into an Agreement with Pedersen Construction (2013) Inc. for repairs to the Highway Farms Municipal Drain

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

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

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

And whereas Council considered Administrative Report No. CS-057-2019 at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for repairs to the Highway Farms Municipal Drain at an upset limit of \$42,420.00 plus applicable taxes for consideration at the October 1, 2019 Regular Council meeting.

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

- 1. That the Mayor and Clerk be authorized to execute an agreement with Pedersen Construction (2013) Inc. for repairs to the Highway Farms Municipal Drain at an upset limit of \$42,420.00 plus applicable taxes, a copy of which is attached hereto as **Schedule "A"** 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 schedules as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 1st day of October, 2019.

Mayor – Carman Kidd	 	
Mayor – Carrian Ridd		
Clerk - David B. Treen	 	



Schedule "A" to

By-law No. 2019-159

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for repairs to the Highway Farms Municipal Drain

This Agreement made in duplicate this 1st day of October, 2019.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called the "City")

Party of the First Part

And:

Pedersen Construction (2013) Inc.

(hereinafter called the "Contractor")

Party of the Second Part

Whereas the City desires to enter into an agreement with the Contractor for repairs to the Highway Farms Municipal Drain;

And whereas the City and 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:

Part One - Information to Contractors and General Conditions

1. General Description

The work generally includes:

- > Replacement of approximately 65 m of outlet piping with 32" CSP pipe;
- ➤ Reconnection to upstream piping and downstream outlet including repair to grating and riprap outlet; and
- Approx. 8 hours of Re-shaping of work area.

2. Commencement of Work

The Contractor shall provide a minimum of 48 hours advance notice to the City and property owner (T. McLean) before commencement of any work. The work must proceed in such a manner as to ensure its completion at the earliest possible date consistent with first class workmanship and within the time limit set out in the tender/contract documents. Failure to commence or complete the work may result in a forfeiture of all or part of the Contract Security if the City deems that damages have been sustained to the municipality or any landowner because of the non-

commencement or non-completion of the contract as awarded and that the failure to meet the specified dates has been the fault of the Contractor.

3. Permits, Notices, Laws and Rules

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work. This shall not include the obtaining of permanent easements or rights or servitude. The Contractor shall give all necessary notices and pay all fees required by the law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety and if the specifications and drawings are at variance therewith, any resulting additional expense incurred by the Contractor shall constitute an addition to the contract price.

4. Health and Safety

Contractor must comply with the *Occupational Health and Safety Act* (OHSA) and the associated Regulations for Construction Projects. Contractor will also follow any site-specific safety and training requirements of the Municipality, agencies, utility companies or other authorities.

Communication about site-specific hazards and safety requirements shall occur at the pre-construction meeting. If no pre-construction meeting is conducted, Contractor will communicate site-specific hazards and safety requirements before beginning work.

Contract shall immediately report any workplace incidents, near misses, injuries and occupational illnesses to the City.

5. Limitations of Operations

Except for such work as may be required by the City to maintain the works in a safe and satisfactory condition, the Contractor shall not carry out operations under the contract on Sundays or Statutory Holidays without permission in writing from the City. The City may direct in writing to the Contractor to cease or limit operations under the contract on any day or days if the operations are of such a nature, or if the work is so located, or if the traffic is of such a volume, that the City deems it necessary or expedient to do so.

6. Supervision

The Contractor shall provide constant supervision of the construction work and shall keep a competent foreman in charge at the site.

7. Liquidated Damages

It is agreed by the parties hereto that in case all the work called for under the Contract is not finished or complete within the period of time as set forth in the Tender/Contract Document, damage will be sustained by the Municipality. It is understood by the parties

that it will be impracticable and extremely difficult to ascertain and determine the actual damage which the Municipality will sustain in the event of and by reason of such delay. The parties hereto agree that the Contractor will pay to the Municipality a sum as set out in the Form of Tender and Agreement for liquidated damages for each and every calendar day delay, including Saturdays, Sundays and Statutory Holidays, in finishing the work in excess of the number of working days prescribed. It is agreed that the liquidated damages amount is an estimate of the actual damage to the Municipality which will accrue during the period in excess of the prescribed number of working days.

The Municipality may deduct any amount due under this section from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

The Contract shall not be assessed with liquidated damages for any delay caused by acts of nature, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or any delays of Sub-Contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under the provisions of the Contract, the number of working days shall be increased or decreased as determined by the City.

8. Contractor's Liability

The Contractor and all workers, agents or any party under the Contractor's control, including Sub-Contractors, shall use due care that no person or property is injured and that no rights are infringed during the construction work outlined in the contract. The Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roadways, ditches, drains and watercourses, whether natural or artificial, or property of whatever description and in respect of any infringement of any right, privilege or easement wherever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance on the Contractor's part or on the part of any workers, agents or parties under Contractor's control including Sub-Contractors, and shall bear the full cost thereof. The Contractor shall be fully responsible to make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of or danger or menace to the traffic in any railway or any public or private road entrance or sidewalk and to secure to all persons and corporations the uninterrupted enjoyment of all their rights, in and during the performance of the work. The Contractor shall indemnify and save harmless the Municipality and Wabicroft Farms from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whosoever made, brought or prosecuted n any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

Wherever any work is of such an extent and nature that it must necessarily be confined to particular areas of a roadway, a working area, or private property, the Contractor shall use reasonable care not to damage or deface the remaining portions of the property, and if any damage is occasioned as a result of the Contractor's operations, it shall be rectified by and at the expense of the Contractor, to the satisfaction of the City. Notwithstanding the indemnity provisions contained in this section, where in the opinion of the City the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Contractor is responsible under the contract, the City, following notice in writing to the Contractor of an intention so to do, may withhold payment of any monies due the Contractor under this or any other contract until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement, provided however, that the Municipality will not withhold such monies where there are reasonable grounds upon which the Contractor denies liability for such damage, injury or infringement and the Contractor has given the claimant a reasonable time in which to establish the validity of the claim, and provided further that the amount withheld under this section shall not exceed the amount of such claims against the Contractor.

Where the Contractor uses privately owned lands for pits or waste disposal areas, the Contractor shall comply with applicable laws and provide the City with a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor. If the said release is not obtained, then sufficient monies will be withheld from the Contractor except, however, where the owner's signature is withheld solely on the basis of damage, injury, or infringement it will be dealt with as provided elsewhere in this subsection.

Nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the laws of the country, province or locality in which the work is being done. Neither the Completion Certificate nor final payment thereunder, nor any provision in the Contract Document shall relieve the Contractor from this liability.

9. Liability Insurance

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the City, a comprehensive policy of public liability and property damage insurance providing insurance coverage of at least \$2,000,000 for each and every accident, exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policy shall where, and as requested by the Municipality, name the Municipality and Wabicroft Farms as an additional insured thereunder and shall protect the Municipality and Wabicroft Farms against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or Wabicroft Farms or any other public or private property resulting from or arising out of any act or

omission on part of the Contractor or any of his servants or agents during the execution of the Contract.

10. Losses due to Acts of Nature, etc.

All damage, loss, expense and delay incurred or experienced by the Contractor in the prosecution of the work, by reason of unanticipated difficulties, bad weather, strikes, wars, acts of nature, or other mischances, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

11. Pre-Construction Meeting

The Contractor should arrange a pre-construction meeting with the Municipality, affected landowners prior to commencement of construction.

If there is no pre-construction meeting or if a landowner is not present at the preconstruction meeting, the following shall apply. The drain is to be walked by the Contractor and each landowner prior to construction to ensure that both agree on the work to be done. Any difference of opinion shall be referred to the City for decision. If the landowner is not contacted for such review, they are to advise the Municipality.

12. Access

The Contractor shall have access to the drain by entering the working area directly from road allowances or along access routes shown on the Drawings. All specifications governing fences, livestock and crops during drain construction apply to access routes. No other access routes shall be used unless first approved by the City and the affected landowner. The Contractor shall contact each landowner prior to using the designated access routes. Contractor shall make good any damages caused by using the designated access routes.

13. Drainage Superintendent

Where a Drainage Superintendent (Superintendent) is appointed by the Municipality, the City may designate the Superintendent to act as the City's representative. If so designated, the Superintendent will have the power to inspect and direct the execution of the work.

Any instructions given by the Superintendent which change the proposed work or with which the Contractor does not agree shall be referred to the City for final decision.

14. Alterations to Work

The City shall have the power to make alterations, additions and/or deletions in the work as shown or described in the Drawings or Specifications and the Contractor shall proceed to implement such changes without delay. Alterations ordered by the City shall in no way render the contract void.

If a landowner desires deviation from the work described on the Drawings, the landowner shall submit a written request to the City, at least 48 hours in advance of the work in question.

In every such case, the contract amount shall be increased or decreased as required according to a fair evaluation of the work completed. Where such changes involve additional work similar to items in the contract, the price for additional work shall be determined after consideration is given to the tendered price for similar items.

In no case shall the Contractor commence work considered to be extra work without the City's approval. Payment for extra work is contingent on receipt of documentation to the satisfaction of the City.

15. Errors and Unusual Conditions

The Contractor shall notify the City immediately of any error or unusual conditions which may be found. Any attempt by the Contractor to correct the error without notice shall be done at the Contractor's risk. Any additional cost incurred by the Contractor to remedy an error or unusual condition without notice shall be borne by the Contractor. The City shall direct the alteration necessary to correct errors or unusual conditions. The contract amount shall be adjusted in accordance with a fair evaluation of documentation for the work added, deleted or adjusted.

16. Tests

The City reserves the right to subject any materials to a competent testing laboratory for compliance with the standard. If any materials supplied by the Contractor are determined to be inadequate to meet the applicable standards, the Contractor shall bear full responsibility to remove and/or replace all such inadequate materials with materials capable of meeting the standards.

17. Final Inspection

Final inspection by the City will be made within twenty (20) days after receiving notice in writing from the Contractor that work is complete, or as soon thereafter as weather conditions permit. All the work included in the contract must at the time of final inspection have the full dimensions and cross-sections.

Prior to commencing the final inspection an on-site meeting may be held by the City and landowners directly affected by the construction of the drain. The Contractor will attend this meeting upon notice by the City.

If there is no on-site meeting with the City and landowners, the Contractor shall obtain from each landowner a written statement indicating that the work has been performed to the owner's satisfaction. If the Contractor is unable to obtain a written statement from the landowner, the City will determine if further work is required prior to issuing the Completion Certificate.

18. Warranty

There shall be a one-year warranty period on all completed work. The warranty period will commence on the date of the Completion Certificate.

When directed by the City, the Contractor shall repair and make good any deficiencies in the work that may appear during the warranty period.

Before the work shall be finally accepted by the Municipality, the Contractor shall complete all work as directed by the City and remove all debris and surplus materials and leave the work neat and presentable.

19. Corrugated Steel Pipe

Corrugated Steel Pipe (CSP) shall be according to OPSS 1801 (CSA G401). Unless stated otherwise the Pipe shall be:

- Galvanized
- Helical corrugation with lock seam and re-rolled annular ends
- 68 mm x 13 mm corrugation profile for diameters up to 1200 mm
- Minimum wall thickness of 2.0 mm for diameters over 500 mm
- Joined using standard couplers matching the pipe diameter and material

20. Riprap

All riprap is to be placed on a geotextile underlay (Terrafix 360R or equal) unless directed otherwise in the specific construction notes. The riprap is to be graded heavy angular stone (quarry stone is recommended) with particles averaging in size from 225mm to 300mm and is to be placed at 300mm thickness. Fine particles may be included to fill voids. Along upstream edges of riprap, where surface water will enter, underlay is to extend a minimum of 300mm upstream from riprap and then be keyed down a minimum of 300mm. Wherever riprap is placed, the area is to be over-dug so that finished top of riprap is at design cross-section, at design elevation or flush with existing ground.

21. Geotextile

To be non-woven fabric that is rot proof, non-biodegradable, chemically resistant to acidic or alkaline solids and is dimensionally stable under different hydraulic conditions. The filter fabric is to be a material whose primary function is to act as a highly permeable, non-clogging soil separator for find soils (Terrafix 360R or equal). Contractor is to avail himself or manufacturer's recommendations for cutting, installation and precautions necessary to avoid damage to fabric. Other approved equals will be considered by the City prior to construction.

22. Cover Material

The landowner has agreed to permit reshaping of the work area in order to provide cover material for the piping installation. The contractor shall strip off the topsoil (to a maximum of 300 mm), utilizing the underlying material as cover. Once sufficient cover material is generated, the contractor shall spread the stripped and stockpiled topsoil over the area from which the cover material was generated.

23. Disposal of Materials

The Contractor shall remove all surplus materials from the job site at the end of the project. The Contractor shall locate the disposal site for all materials to be disposed of. Disposal of materials shall comply with applicable regulations.

Any removed and salvageable pipe shall be neatly stockpiled on site and shall become the property of the landowner on an "as is – where is" basis.

24. Locations of Existing Utilities

The position of pole lines, conduits, watermains, sewers and other underground and overhead utilities are not necessarily shown on the Contract Drawings, and, where shown, the accuracy of the position of such utilities and structures is not guaranteed. Before starting work, the Contractor shall have all utilities located in accordance with the Ontario Underground Infrastructure Notification System Act.

All utilities shall be exposed to the satisfaction of the utility company to verify that the construction proposed will not conflict with the utility structure. Additional payment will be allowed for relocation of utilities in conflicts should occur.

The Contractor is responsible for protecting all located and exposed utilities from damage during construction. The Contractor shall assume liability for damage caused to all properly located utilities.

25. Clearing Vegetation

General

The area for clearing, if not defined elsewhere, shall be 20 m on each side of the drain.

Trees

The Contractor may remove any trees that may impede the function of the drainage works.

Incidental Clearing

Incidental clearing includes removal of trees, brush or other vegetation with during construction activities, and the cost is to be included in the price for the related construction activity.

26. Pollution

The Contractor shall keep their equipment in good repair. The Contractor or any landowner shall not spill or cause to flow any polluted material into the drain that is not acceptable to the MOECC. The local MOECC office and the City shall be contacted if a polluted material enters the drain. The Contractor shall refill or repair equipment away from open water. If the Contractor causes a spill, the Contractor is responsible to clean-up the spill in accordance with MOECC clean-up protocols.

27. Excavated Material

Excavated material (spoil) shall be deposited on either or both sides for the drain within the specified working area as directed. The Contractor shall verify the location for the spoil with each landowner before commencing work on their property. If not specified, spoil shall be placed on the low side of the ditch or opposite trees and fences. The spoil shall be placed a minimum 1m from the top of the bank. No excavated material shall be placed in tributary drains, depressions, or low areas such that water is trapped behind the spoil bank. Swales shall be provided through the levelled or piled spoil at approximately 60m intervals to prevent trapping water behind the spoil bank.

The excavated material shall be placed and levelled to a maximum depth of 250mm; unless otherwise instructed. If excavating more than 450mm topsoil shall be stripped, stockpiled separately and replaced over the levelled spoil, unless stated otherwise. The edge of the spoil bank furthest from the ditch shall be feathered down to existing ground. The edge of the spoil bank nearest the ditch shall have a maximum slope of 2:1. The material shall be levelled such that it may be cultivated with conventional equipment without causing undue hardship on farm machinery.

Wherever clearing is necessary prior to levelling, the Contractor shall remove all stumps and roots from the working area. No excavated material shall cover any logs, brush or rubbish of any kind. Large stones in the levelled spoil that are great than 300mm in diameter shall be moved to the edge of the spoil bank nearest to the ditch but in general no closer than 1m to the top of the bank.

Lateral channels that outlet into the drain shall be tapered over a distance of 10m to match the grade of drain excavation. No additional payment will be made for this work.

The Contractor shall contact the City if a landowner indicates in writing that spoil on the owner's property does not need to be levelled. The City may release the Contractor from be obligation to level the spoil and the City shall determine the credit to be applied

to the Contractor's payment. No additional compensation is provided to the owner if the spoil is not levelled.

The City may require the Contractor to obtain written statements from any or all of the landowners affected by the levelling of the spoil. Final determination on whether or not the levelling of spoil meets the specification shall be made by the City.

28. Influence

No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any City purchasing or disposal process. The bid, tender 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.

29. Communication/Notice

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

The Contractor:

The Owner:

Pedersen Construction (2013) Inc. 177246 Bedard Road New Liskeard, Ontario P0J 1P0 City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

Form of Tender and Agreement

Re: Repairs to the Highway Farms Municipal Drain (CS-Tender-001-2019)

The Contractor agrees, having carefully examined the plans, specifications and location of the work and understanding all conditions, hereby offers to enter into a contract to construct the said work as completed below for the City, complete and ready for use in accordance with the plan, profiles and specifications attached which form the basis of the proposal for the following price.

To Wit:

Total Labour, Equipment and Materials including Contingencies

\$ 47,934.60

Schedule "A" to

By-law No. 2019-159

The above amount must agree with the Total Tender Cost listed in Schedule of Tender Prices

The Contractor shall enclose a Tender deposit in the amount of

\$5,000.00

The tender deposit shall be in accordance with the Instructions to Tenderers.

The Contractor agrees to the following sections:

a) Work may begin after

October 1, 2019

b) Work must be completed before

November 15, 2019

We carry liability insurance in the amount of \$15,000,000.00 with the Aviva Company.

the minimum coverage amount to \$2,000,000 is required for each and every accident

Our Workers' Compensation Board Account Number is **5356055** and we guarantee to the City that all premiums for this account have been paid. We agree to provide, prior to tender acceptance and at any time if and when requested, a Workers' Compensation Board Certificate.

Our H.S.T. Registration Number is 819513482RT0001.

The City hereby agrees with the Contractor that, in consideration of the work being performed by the Contractor as specified, the City shall pay the Contractor for the said work in accordance with the prices set out in Items and Prices.

The Contractor agrees that liquidated damages in the amount of **\$200** will be charged for each day after the completion date indicated that his portion(s) remain unfinished, unless the completion date is extended by the City.

Schedule of Items and Prices

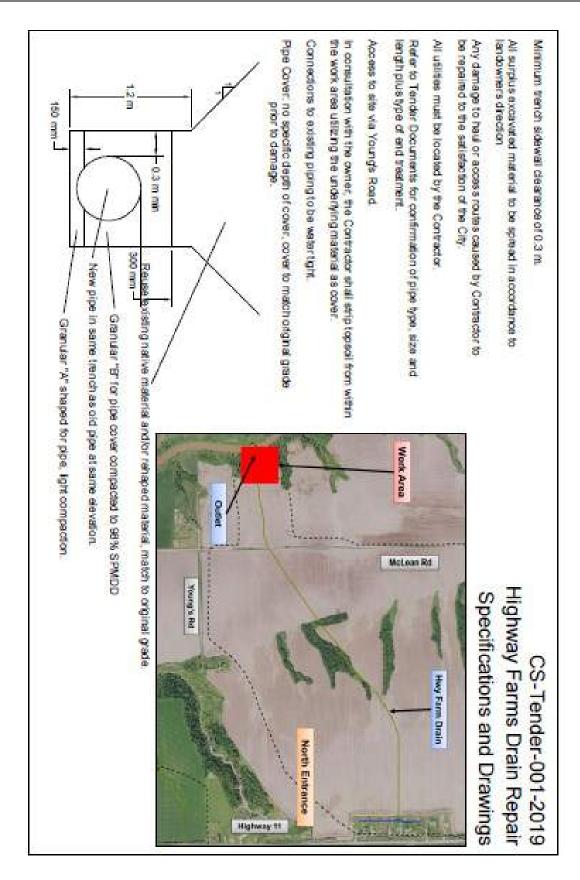
Amount shall include all costs incurred.

Item	Description	Units	Qty	Unit Price	Total
1	Connection to existing outlet piping CSP to concrete (upstream)	L.S.	1	\$ 480.00	\$ 480.00
2	Installation of 32" CSP outlet piping	m	65	\$ 500.00	\$ 32,500.00
3	Connection to existing outlet and repair to outlet grate & riprap, if any	L.S.	1	\$ 3,000.00	\$ 3,000.00
4	Reshaping of area	Hrs	8	\$ 180.00	\$ 180.00
5	Contingency Allowance	L.S.	1	\$5,000.00	\$ 5,000.00
				Sub-Total:	\$ 42,420.00
				HST:	\$ 5,514.60
			Total	Tender Price:	\$ 47,934.60

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) Municipal Seal)	Pedersen Construction (2013) Inc.
)	President – Karl Pedersen
)	Project Manager – Rob Pedersen
)	Corporation of the City of
Municipal Seal))	Temiskaming Shores
)))	Mayor – Carman Kidd
)	Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores By-law No. 2019-160

Being a by-law to enter into an agreement with GFL Environmental Inc. for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

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

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

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

And whereas Council considered Memo No. 015-2019-PW at the October 1, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with GFL Environmental Inc. for the acceptance of recyclable material at the Spoke Transfer station for consideration at the October 1, 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 **GFL Environmental Inc.** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
- 2. That By-law No. 2019-064 is hereby repealed.
- 3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 1st day of October, 2019.



Schedule "A" to

By-law No. 2019-160

Agreement between

The Corporation of the City of Temiskaming Shores

and

GFL Environmental Inc.

for the acceptance of Recyclable Materials at the Spoke Transfer Site on Barr Drive This Agreement made on the 1st day of October, 2019;

Between:

The Corporation of the City of Temiskaming Shores

(herein referred to as "the City")

And:

GFL Environmental Inc.

(herein referred to as "GFL")

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and GFL, the City hereby grants access to GFL those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the "Facility" for a term commencing on the 1st day of October, 2019.

Section One – Municipal Waste Recycling Consultant's Covenants

The GFL covenants with the City as follows:

- 1. **Processing Fees** to pay the City \$271 per tonne plus HST for the processing of recyclable materials delivered to the Spoke Transfer Site by the City. Such fees to be paid within 30 days of receipt of the invoice from the City.
 - Council for the City of Temiskaming Shores, through resolution, may impose an increase to the processing rate annually. The annual increase, if any, shall be communicated to GFL in writing no later than April 1st.
- 2. **Indemnities –** to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of GFL to be observed or performed;
 - b) damage to the property by the GFL, and persons claiming through the GFL, or damage to other property except where the damage has been caused by the negligence of the City; and
 - injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
- 3. **Compliance** to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

4. **Accepted Materials** – to deposit recyclable materials outlined in Appendix 01, attached hereto.

GFL shall only deliver recyclable materials during normal operating hours, being Monday and Thursday between 8 am and 12 pm (noon) excluding Statutory Holidays. The City reserves the right to modify normal operating hours.

The City reserves the right to refuse any material not outlined in Appendix 01 (i.e. contaminated material) whether unloaded or not. Refused material shall be removed by or at the expense of GFL or the person seeking to dispose of it.

5. **Usage of Facility –** not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City's Covenants

The covenants with GFL to allow access, by GFL to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by GFL. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. Non-Waiver – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by GFL of any covenant, proviso or condition herein contained does not constitute a waiver of the City's rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.

2. **Default provisions –** Whenever:

- a) GFL defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
- b) GFL fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement;

The City has the right to provide written notification of the immediate termination of this agreement.

3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of GFL, addressed as follows:

GFL Environmental Inc. 100 New Park Place #500 Vaughan, Ontario L4K 0H9

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- 4. **Amendment** This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- 5. **Binding Effect** The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- 6. **Captions** The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

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)	GFL Environmental Inc.
)))	Operations Manager - Lenny St. Michel
)	Witness – Signature
)	Name:
)	Title:
Municipal Seal)	Corporation of the City of Temiskaming Shores
)))	Mayor – Carman Kidd
)	Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- 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) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); 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.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores By-law No. 2019-161

Being a by-law to adopt the 2019-2020 Winter Operations 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 Administrative Report PW-032-2019 at the October 1, 2019 Regular Council meeting and directed staff to finalize the 2019-2020 Winter Operations Plan and directed staff to prepare the necessary by-law for consideration at the October 1, 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:

- That Council hereby adopts the 2019-2020 Winter Operations Plan for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; and
- 2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, 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 1st day of October, 2019.

Mayor – Carman Kidd		
Clerk – David B. Treen		



City of Temiskaming Shores

Public Works Department Operations Division

Winter Operations Plan 2019 – 2020 Roadways and Sidewalks

TABLE OF CONTENTS

	Item			Page
	List o	f Appen	dices	4
	Purpo	se		6
	Defini	itions		6
1.0	Objec	tive		7
2.0	Policy	/ Statem	nent	8
3.0	Resp	onsibiliti	es	8
4.0	Winte	r Mainte	enance Program	9
	4.1.0	The Sy	/stem Maintained	9
	4.2.0	Level	of Service	11
	4.3.0	Winter	Maintenance Season	20
	4.4.0	Winter	Preparations	20
		4.4.1	Prior to Winter Season	20
		4.4.2	One Month Prior to Winter Season	21
		4.4.3	Two Weeks Prior to Winter Season	21
		4.4.4	Start of Winter Season	22
	4.5.0	Winter	Patrol	22
	4.6.0	Operat	tions	22
		4.6.1	Staffing and Hours of Work	22
			4.6.1.1 Minimum Crew Size	24
			4.6.1.2 Contracts	24
		4.6.2		24
		4.6.3	Application Rates	26
			4.6.3.1 Winter Sand	26
			4.6.3.2 Salt	26
		4.6.4	Equipment – Winter Maintenance Fleet	27
		4.6.5	Yard Facilities	28
		4.6.6	, , , , , , , , , , , , , , , , , , , ,	29
		4.6.7	3	29
		4.6.8		30
			4.6.8.1 City By-Laws and Ordinances	31
		4.6.9		31
			Parking Lot Service Standards	31
			Vulnerable Areas	32
			Weather Monitoring	32
		4.6.13	Communications	33

City of Temiskaming Shores	
2019- 2020 Winter Operations	Plan

Schedule "A" to By-law No. 2019-161

	4.6.14 Call Out Procedures	33
	4.6.15 Road Closure Procedures	34
	4.7.0 Decommissioning Winter Operations	35
	4.7.1 Two Weeks after the Winter Season Ends	35
	4.7.2 One Month after the Winter Season Ends	35
	4.8.0 Training	35
	4.9.0 Record Keeping	36
5.0	Plan Improvement	37
6.0	Monitoring and Updating	37
7.0	Notes	38

Appendix J - 02

List of Appendices

Appendix A – Route A South Haileybury Appendix A - Route B North Haileybury Appendix A - Route C West Haileybury Appendix A – Route D South New Liskeard Appendix A – Route E Central New Liskeard Appendix A - Route F North New Liskeard Appendix A – Route G West Dymond Appendix A – Route H East Dymond Appendix A – Route I **Highway Plow Route** Appendix B - 01 NL New Liskeard Sidewalks Appendix B ~ 02 Hlby Haileybury Sidewalks Appendix C – 01 Dym Dymond 4 x 4 Plow Truck Appendix C – 02 NL New Liskeard 4 x 4 Plow Truck Appendix C - 03 Hlby Haileybury 4 x 4 Plow Truck Appendix C - 04 NL New Liskeard Loader / Snow Dumps Appendix C - 05 Hlby Haileybury Loader Appendix D - 01 NL Snow Removal Program Appendix D – 02 Hlby Snow Removal Program Appendix E - 01 Inspection Zone Map Appendix E – 02 **Daily Patrol Route** Appendix E – 03 Patrol Report Form Appendix E - 04 Work Order Form Appendix E – 05 Media Release - Road Closure Appendix F – 01 Section 5.9 – Prohibition of Overnight Parking Appendix F – 02 By-law No. 2009-159 Snow Removal & Relocation Appendix G Notice Overnight Parking Restriction Appendix H Minimum Maintenance Standards (O. Reg 239/02) Appendix I – 01 Operator Training Record Appendix I – 02 Patrol Person Training Record Appendix J - 01 Roads - Call out Guide

Sidewalk - Call out Guide

City of Temiskaming Shores	
2019- 2020 Winter Operations Pl	lan

Schedule "A" to By-law No. 2019-161

Appendix J – 03	Snow Removal – Call out Guide
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Appendix K Winter Control Notification – Flow Chart

Appendix L Organizational Chart

Appendix M Shift Partners

Appendix N – 01 Winter Shift Schedule – Crew One

Appendix N – 02 Winter Shift Schedule – Crew Two

Appendix N – 03 Winter Shift Schedule – Crew Three

Appendix N – 04 Winter Shift Schedule – Crew Four

Appendix N – 05 Winter Shift Schedule – All Crews

Appendix N – 06 Winter Shift Schedule – Supervisors

Appendix O Staff Contact Info

Appendix P Emergency Telephone System

Appendix Q By- law 2017-046 (MTO – T. Shores Agreement)

Purpose

This Winter Operations Plan sets out a policy and procedural framework for ensuring that the Corporation of the City of Temiskaming Shores continuously improves on the effective delivery of winter maintenance services and the management of road salt used in winter maintenance operations, as outlined in Environment Canada's Code of Practice for the Environmental Management of Road Salts.

The plan is meant to be dynamic, to allow the municipality to evaluate and phase-in any changes, new approaches and technologies in winter maintenance activities in a fiscally sound manner. At the same time, any modifications to municipal winter maintenance activities must ensure that roadway safety is not compromised. As specified in the Code of Practice for the Environmental Management of Road Salts, the Winter Operations Plan for the Corporation of the City of Temiskaming Shores was endorsed by Council on the 1st day of October, 2019.

Definitions

Anti-icing means the application of liquid de-icers directly to the road surface in advance of a winter event. (The City does not apply de-icing agents to the road surface.)

De-icing means the application of solids, liquids, pre-treated material to the road surface after the on-set of the winter event.

Highway includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

Paved Road is a road with an asphalt surface, concrete surface, composite pavement, or portland cement.

Pre-treat means the application of liquids (calcium chloride, sodium chloride, etc.) to dry sand or salt prior to being loaded for storage or applied to the road surface.

Pre-wetting means the application of liquids (calcium chloride, sodium chloride, etc.) at the spinner of the truck just prior to application to the road surface.

Surface Treated Road is road with bituminous surface treatment comprised of one or two applications of asphalt emulsion and stone chips over a gravel road.

Unpaved Road is a weather condition affecting roads such as snowfall, wind blown snow, freezing rain, frost, black ice, etc to which a winter event response is required.

Winter Event is a weather condition affecting roads such as snowfall, wind blown snow, freezing rain, frost, black ice, etc. to which a winter event response is required.

Winter Event Response is a series of winter maintenance activities performed in response to a winter event.

- Continuous Winter Event Response is a response to a winter event with full deployment of manpower and equipment that plow/salt/sand the entire system.
- Spot Winter Event Response is a response to a winter event with only a part deployment of manpower and equipment or with full deployment to only part of the system.

Winter Event Response Hours are the total number of person-hours per year (plowing, salting/sanding, winging back, etc.) to respond to winter events.

1.0 Objective

The objective of the **2019 - 2020 Winter Operations Plan** is to define standards to be maintained and procedures to be followed, to reduce the hazards resulting from winter snow and ice, in order to maintain the City's roadways and sidewalks in a safe condition.

Winter operations standards establish levels of service for snow and ice control across the city, for various classes and priorities of roadways and sidewalks, to ensure the safe and efficient movement of vehicles, people, goods and services through our community. The standards recognize the difference in traffic conditions and associated risk management on the various classes of roadways and sidewalks. Additionally the standards indicate that levels of service may not be met until after the cessation of a winter storm or snowfall event.

Winter operations procedures indicate the actions to be taken in order to maintain the above noted standards. The procedures, in conjunction with the standards, recognize that the winter maintenance measures cannot be carried out on all roadways and sidewalks at the same time, and due to the associated risk management, must follow the priorities as defined by the classification of the roadways and sidewalks.

Notwithstanding the Corporation of the City of Temiskaming Shores is committed to improving winter maintenance operations while continuing to ensure public

safety. The Corporation of the City of Temiskaming Shores will optimize the use of winter maintenance materials containing chlorides on most municipal roads while striving to minimize negative impacts to the environment. The Corporation of the City of Temiskaming Shores public works staff will strive, insofar as reasonably practicable, to provide safe winter road conditions for vehicular and pedestrian traffic as set out in the level of service policies and within the resources established by the Council of the Corporation of the City of Temiskaming Shores.

2.0 Policy Statement

The Corporation of the City of Temiskaming Shores will provide efficient and cost effective winter maintenance to ensure, insofar as reasonably practicable, the safety of users of the municipal road network in keeping with applicable provincial legislation and accepted standards while striving to minimize adverse impacts to the environment. These commitments will be met by:

- adhering to the procedures contained within the Winter Operations Plan;
- reviewing and upgrading the Winter Operations Plan on an annual basis to incorporate new technologies and new developments;
- committing to ongoing winter maintenance staff training and education; and
- monitoring on an annual basis, the present conditions of the winter maintenance program, as well as the effectiveness of the Winter Operations Plan.

3.0 Responsibilities

The Director of Public Works is ultimately responsible for winter maintenance operations within the City of Temiskaming Shores. The Superintendent of Transportation Services, reporting to the Director of Public Works, is directly responsible, for winter maintenance operations. The two Superintendents of the operations division have front line management level responsibilities, for directing the winter maintenance operations.

Winter operations are carried out by a combination of full-time road employees nd, as required, contractor services, including three Heavy Equipment Operator / Crew Leaders, one Heavy Equipment / Crew Leader – Mechanic, twelve Equipment Operators and four Water and Sewer Operators reporting to the two Superintendents.

The Heavy Equipment Operator / Crew Leader or Patrol Person working evening shift, night shift or weekend shifts will be required to carry "on-duty" cell phones that will receive emergency calls re-directed from the Public Works main complex telephone system during their respective shifts. It is the responsibility of that person to contact the Superintendent or his approved alternate, to act on the emergency accordingly.

The Crew Leader or Patrol Person will be responsible to contact the Superintendent, or his approved alternate, to arrange for additional operators and equipment, as may be required, to ensure that the roads are cleared of ice and snow in accordance with this plan.

4.0 Winter Maintenance Program

4.1.0 The System Maintained

The major activities related to winter maintenance are:

- > snow plowing
- salt /sand application
- salt and sand storage
- snow removal snow storage
- sidewalk plowing and de-icing

The Corporation of the City of Temiskaming Shores is responsible for winter maintenance on:

Paved Roads	352 lane km
Surface Treated Roads	45 lane km
Unpaved Roads	218 lane km
Sidewalks	42 km*
Paths and Trails	9 km

^{*}Note: Not all municipal sidewalks are maintained during Winter Operations, See Appendix B-01 and 02.

For the purposes of this winter operations plan, the highways under the jurisdiction of the Corporation of the City of Temiskaming Shores have been classified (Class 2, 3,4, 5 & 6) as per the following table which is based on the Classification of Highways table included in O.Reg. 239/02 (as amended by O.Reg. 366/18).

Classification of Highways

Average Daily Traffic (number of motor vehicles)	Posted or Statutory Speed Limit (kilometres per hour)						
	91 - 100	81 - 90	71 - 80	61 - 70	51 - 60	41 - 50	1 - 40
53,000 or more	1	1	1	1	1	1	1
23,000 - 52,999	1	1	1	2	2	2	2
15,000 – 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1_	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

For the purposes of the table above to this section, the average daily traffic on a highway or part of a highway under the jurisdiction of the Corporation of the City of Temiskaming Shores shall be determined:

- a. by counting and averaging the daily two-way traffic on the highway or part of the highway; or
- b. by estimating the average daily two-way traffic on the highway or part of the highway.

The table below summarizes the road system in the Corporation of the City of Temiskaming Shores as follows:

i	Paved(L Km.)		Surface Trea	ated(L Km.)	Unpaved (L Km.)		
:	Rural	Urban	Rural	Urban	Rural	Urban	
Class 1	0	0	0	0	0	0	
Class 2	15.23	0	0	0	0	0	
Class 3	18.21	30.62	7.8	0	0	0	
Class 4	13.76	58.94	12.22	0	0	0.2	
Class 5	4.9	71.1	0	4.8	48.34	5.71	
Class 6	0	143.09	8.2	0	128.45	50.36	

4.2.0 Level of Service

The Corporation of the City of Temiskaming Shores provides the following level of service during the winter maintenance season, in response to a winter event as described in O. Reg 239/02 and as amended by O. Reg 366/18.

Patrolling

- (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section.
- (2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions.
- (3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities.
- (4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. of the Regulation.

Patrolling Frequency

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

Weather monitoring

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

weather, both current and forecast to occur in the next 24 hours, once per calendar day.

Snow accumulation, roadways

- The minimum standard for addressing snow accumulation on roadways is,
 - (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
 - (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres.
- (2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation.
- (3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (1) (b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:
 - Patrolling highways.
 - Performing highway maintenance activities.
 - 3. Supervising staff who perform activities described in paragraph 1 or 2.
- (4) The depth of snow accumulation on a roadway and lane width may be determined by,
 - (a) performing an actual measurement;
 - (b) monitoring the weather; or
 - (c) performing a visual estimate.

- (5) For the purposes of this section, addressing snow accumulation on a roadway includes,
 - (a)plowing the roadway;
 - (b) salting the roadway;
 - (c) applying abrasive materials to the roadway;
 - (d) applying other chemical or organic agents to the roadway;
 - (e) any combination of the methods described in clauses (a) to (d).
- (6) This section does not apply to that portion of the roadway.
 - (a) designated for parking;
 - (b) consisting of a bicycle lane or other bicycle facility; or
 - (c) used by a municipality for snow storage.

Snow Accumulation - Roadways

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

Snow accumulation, significant weather event

- If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1 of the Regulation; and
 - if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate

to do so.

- (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

Ice formation on roadways and icy roadways

- (1) The minimum standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:
 - 1. Monitor the weather in accordance with section 3.1 of the Regulation.
 - 2. Patrol in accordance with section 3 of the Regulation.
 - 3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway to prevent ice formation within the time set out in the Table to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose.
- (2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.
- (3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in the Table to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the Table for treating the icy roadway expires after the

municipality becomes aware of the fact that a roadway is icy.

(4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand.

Ice Formation Prevention

Class of Highway	Time
1	6 hours
2	8 hours
3	16 hours
4	24 hours
5	24 hours

Treatment of Icy Roadways

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

lcy roadways, significant weather event

- If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1; and
 - (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.
- (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.

- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

Snow accumulation on sidewalks

- (1) Subject to section 16.4, the standard for addressing snow—accumulation on a sidewalk after the snow accumulation has ended is,
 - a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
 - b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.
- (2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.
- (3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.
- (4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.
- (5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,
 - (a) plowing the sidewalk:
 - (b) salting the sidewalk;
 - (c) applying abrasive materials to the sidewalk;
 - (d) applying other chemical or organic agents to the sidewalk; or
 - (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

Snow accumulation on sidewalks, significant weather event

- If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1; and
 - (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.
- (2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

Ice formation on sidewalks and icy sidewalks

- (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,
 - (a) monitor the weather in accordance with section 3.1 in the 24hour period preceding an alleged formation of ice on a sidewalk; and
 - (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.
- (2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.

- (3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.
- (4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

lcy sidewalks, significant weather event

- If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1; and
 - (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.
- (2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

Winter sidewalk patrol

- (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.
- (2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for or performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

Closure of a highway

- (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.
- (2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,
 - (a) when a municipality passes a by-law to close the highway or part of the highway; and
 - (b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

<u>Declaration of significant weather event</u>

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

- 1. By posting a notice on the municipality's website.
- 2. By making an announcement on a social media platform, such as Facebook or Twitter.
- 3. By sending a press release or similar communication to internet, newspaper, radio or television media.

- 4. By notification through the municipality's police service.
- 5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

4.3.0 Winter Maintenance Season

The winter maintenance season within which the Corporation of the City of Temiskaming Shores will perform winter highway maintenance commences on November 1st, 2019 and is completed April 30th, 2020.

4.4.0 Winter Preparations

In the months prior to the start of the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores undertakes the following tasks to prepare for the upcoming winter season.

4.4.1 Prior to the Winter Season

Prior to the winter season, if required, prepare and call tenders for the supply of materials (salt, sand, liquid), replacement parts (for plows, solid and liquid application equipment), value added meteorological services (VAMS) and contract equipment (plow trucks, spreader trucks, combination units). Prior to the winter season Corporation of the City of Temiskaming Shores will;

- Conduct a mandatory training session for staff and contract operators
 where all policies, procedures, schedules, reporting procedures for
 callout, route maps, equipment training and safety precautions will
 be discussed. Any issues resulting from the meeting with regard to
 the policies, procedures, schedules, reporting procedures for callout,
 route maps, equipment training and safety precautions shall be
 resolved either at the meeting or prior to the winter season.
- Train winter patrollers (or staff whose duties also include patrolling)
 on the route of representative roads to be patrolled between winter
 events, their duties during a winter event, recording keeping
 requirements and callout procedures and the de-icing chemicals to
 be applied for the forecast weather conditions.
- 3. Inspect equipment to ensure proper working order. Schedule and complete any and all equipment repairs

- 4. Arrange for the delivery of materials (salt, sand and liquid solution) and begin filling storage facilities. If liquid solution is mixed on site, begin mixing and filling storage tanks.
- Confirm that all guiderail, catchbasin, hazard and fire hydrant markers, if any, are in place. Any missing markers will be replaced prior to the winter session.

4.4.2 One Month Prior to the Winter Season

One month prior to the winter season Corporation of the City of Temiskaming Shores will;

- Post the winter shift schedule in accordance with the municipality's collective agreement, if any.
- 2. Assign equipment to staff.
- 3. Calibrate material application equipment.
- 4. Allow operators (staff and contract) time to familiarize themselves with any new equipment, material application rates, material application equipment and their route (driving the route and noting obstacles along the route).
- Assign staff to monitor weather forecasts on a daily basis. Assign night patrol shift if forecast indicates an overnight winter event is probable. The patrol person will be authorized to initiate a winter event response if conditions warrant a response.
- 6. Have a 25 % of the fleet ready to respond to a winter event.
- 7. Have sufficient staff available to operate the fleet if conditions warrant a winter event response.

4.4.3 Two Weeks Prior to the Winter Season

Two weeks prior to the winter season the Corporation of the City of Temiskaming Shores will;

- 1. Begin regularly scheduled night patrol of representative roads that are maintenance Class 2 and 3 roads, as deemed necessary.
- 2. Have the required complement of the fleet ready to respond to a winter event.
- 3. Have staff available to operate the required complement of the fleet if conditions warrant a winter event response

4.4.4 Start of the Winter Season

At the start of the winter season the Corporation of the City of Temiskaming Shores will:

- 1. Implement the winter shift schedule.
- 2. Begin patrolling representative roads in all maintenance classes.
- 3. Respond to winter events as per the winter operations plan.

4.5.0 Winter Patrol

During the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores carries out a winter patrol on a route of representative roads twice daily, 7 days a week. Between winter events a patrol of representative roads will occur during daylight hours and a second night patrol will be also be scheduled. The purpose of the patrol is to monitor and record weather and road conditions and mobilize winter maintenance operators and equipment should a winter event be observed and a winter event response is required. On the approach of a winter event or during a winter event the route of representative roads may be modified, insofar as reasonably practicable, depending on the type and severity of winter event or the direction from which the storm approaches.

The patrol person will be familiar with local conditions in their patrol area, and prepare a condition log of road and weather conditions as well as any actions taken during the shift. The winter patrol schedule parallels the designated winter season.

4.6.0 Operations

4.6.1 Staffing and Hours of Work

Four (4) regular crews for Public Works staff will be scheduled during the "Winter Operations Season" on a rotating basis. The winter maintenance season will commence on or about November 1st and finish on or about April 30th of each year. The start and finish dates of the winter maintenance season may be adjusted by management due to weather conditions.

Shift "**D**" Days 6:30 am to 3:00 pm Shift "**N**" Nights 10:00 pm to 6:30 am

Shift "E" Evenings 3:00 pm to 11:30 pm

Crew	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	N	N	N	N	N	OFF	OFF
2	OFF	D,EP	D, EP	D, EP	D, EP	D, EP	OFF
3	DP, EP	D,	D	D	D	D, NP	NP
4	OFF	D,	D	D	D	D,	DP,EP

The Public Works staff will share the requirements of the winter maintenance shift duties. Each day and night shift (Sunday night to Friday day shift) should, at minimum, consist of one Heavy Equipment / Crew Leader, three Operators / Laborers and one Water / Sewer Operator. Evening and weekend patrol shifts shall consist of, at minimum, one Public Works staff person.

This schedule provides for 24 hours per day – 7 days per week operational coverage during the winter maintenance season and will improve response times during and after winter storm events.

A one-half hour lunch break will be provided beginning at 12:00 pm during the day shift and a ½ hour lunch break beginning at 3:00 am during the night shift and at 7:00 p.m. during the evening shift. All non-paid break periods do not include travel time to and from the work site.

From 6:30 am Monday to 3:00 pm Friday, the Road Superintendent or his approved alternate will provide the legislated road patrol requirements with the purpose of being informed of weather and roadway conditions.

From 3:01 pm Friday to 6:29 am Monday, the weekend day, evening and night shift Patrol Person or Heavy Equipment Operator / Crew Leader will provide the legislated road patrol requirements during their respective shifts with the purpose of being informed of weather and roadway conditions. These same Patrol Persons or Crew Leaders shall carry the "on-duty" cell phone and will respond to emergency calls. It is the responsibility of these individuals to contact to Superintendent or his approved alternate to arrange for additional operators, manpower or equipment as may be required.

A worker's normal scheduled shift may be changed by a supervisor or his alternate at any time provided the supervisor or his alternate so advises the employee by no later than 4 hours after the completion of the employees last regularly scheduled shift.

Two, fifteen minute paid "coffee breaks" will be permitted through the shift period, the first break two hours after the shift start time and the other break two hours after the scheduled lunch break period. The fifteen minute paid break period does not include travel time to and from the work site.

4.6.1.1 Minimum Crew Size

A minimum number of operators are required to ensure compliance with this winter operations plan. Therefore restrictions on time off will be governed by the limitations of the following chart.

Operator classification	Limitation
Heavy Equipment Operator	1 of 4
Equipment Operator	4 of 12
Water/Sewer Operators	2 of 4
Equipment Mechanic	1 of 2
Supervisors and Clerk	2 of 4

> But no more than two workers off per shift crew.

This limitation on time off will allow for a total of 14 workers available to deal with winter events. The supervisor will determine the need to re-schedule worker's shifts, if workers need to be held back on overtime or called-in so that the Public Works Department can provide for the necessary operators for a full winter event response. The use of part-time workers, supervisors and mechanics is available only as provided for in the current Collective Agreement.

4.6.1.2 Contracts

Contractors will be hired or contracted for winter maintenance operations to assist and/or supplement;

Snow Removal and Hauling Operations

4.6.2 Winter Materials used Annually

Materials Used Annually

Year	Rock Salt	Winter Sand
2005	\$81.400	\$56.200
2006	\$35,2 <u>0</u> 0	\$73,600
2007	\$78,500	\$87,900
2008	\$106,400	\$90,250
2009	\$74,369	\$77,618
2010	\$95,102	\$64,922
2011	\$107,206	\$95,752
2012	\$125,965	\$75,440
2013	\$177,382	\$66,586
2014	\$177,185	\$100,143

2015	\$146,758	\$73,012
2016	\$203,737	\$7 <u>9</u> ,914
2017	\$178,245	\$81,785
2018	\$238,672	\$84,050

4.6.3 Application Rates

4.6.3.1 Winter Sand

Winter sand is applied to provide grit and traction on snow and ice and is typically used in weather conditions where the temperature is colder than -10C, on low volume roads and gravel roads where salt is not an option. The Ministry of Transportation has performed tests and has shown that the application of winter sand improves greatly the stopping distance of vehicles and improves safety of vehicular traffic.

Winter sand contains a measure of salt to prevent freezing of the material and to allow the material to smoothly flow out of the spreader units. The Ministry of Transportation standard is to produce winter sand between 3% to 5% sand/salt mix, which is the minimum amount of salt that the Ministry has determined is required to prevent freezing of the sand. The Ministry standard for the application of winter sand is 570 kg / 2-lane km.

However, in the City of Temiskaming Shores practice has been to apply a sand/salt mix based on operator experience. Intersections and hills get a higher application rate for safety reasons and low volume flat residential areas get a lower application rate. The city does not have electronic spreader controls in their sander units and therefore does not accurately know the exact rates of winter sand applied.

The City presently uses a 5% salt/sand mix ratio in its winter sand.

4.6.3.2 Salt

Most road authorities do not recommend the use of crushed rock salt when the ambient temperature is below -12C, although salt may be used down to -18C if strong sunlight is providing higher surface temperatures. The eutectic temperature of salt is -21C but as this temperature is approached the melting action becomes very slow. Ten times as much snow can be melted by a kg of salt at -1C as at -12C.

The need for treatment at -12C is much less than at temperatures closer to the freezing mark as tests have shown that an automobile will stop 25 meters earlier on glare ice at -12C than the same glare ice at -1C.

The City of Temiskaming Shores policy is to apply salt for Winter Control Services at an application rate of 131 kg / 2-lane km. This rate

of salt application is consistent with the lower end of the 130 to 170 kg / 2-lane km recommended by the Ministry of Transportation.

The greatest majority of salt applied to city roads is done on the secondary highways and high traffic roads, which are mostly included in Route "I". The City's vehicle does not have electronic controls and therefore salt is applied through a manual setting based on operator experience.

4.6.4 Equipment – Winter Maintenance Fleet

The Public Works Department will continuously identify and assess new and innovative technologies to improve snow removal efficiency and significantly reduce the amount of road salts being applied to the roads.

New equipment purchases should investigate innovative practices and demonstrate the City's commitment to the safety of road users and the protection of the environment. Through product innovation, operators can continue making consistent decisions to achieve desired objectives.

The following table provides a list of municipal equipment used in the plowing and sanding operations for the city.

Winter Equipment Inventory

Unit	Year	Make	Model	Box Type	Spreader Type	Route
23	2014	International	7600	U Body	Electronic	C - Hiby- Country
24	2018	Freightliner	114SD	U Body	Electronic	H – Dymond East
25	2016	Freightliner	108SD	U Body	Electronic	Sander-South
26	2018	Freightliner	114SD	U Body	Electronic	G - Dymond West
27	2016	Freightliner	108SD	U Body	Electronic	Sander-North
31	2019	International	HV613	U Body	Electronic	I - Highway
40	2016	Trackless	МТ6	Hopper	Electronic	Sidewalk South
41	2018	Trackless	MT7	Hopper	Electronic	Spare
42	2009	Trackless	МТ6	Hopper	Electronic	Sidewalk North
43R	Rental	John Deere		N/A	N/A	A -Hiby- South

45	2011	John Deere	772GP	N/A	N/A	F - NL- North
52 R	Rental	John Deere		N/A	N/A	E - NL- Center
61 R	Rental	John Deere		N/A	N/A	D – NL - South
63	2012	John Deere	772G	N/A	N/A	B - Hiby North

4.6.5 Yard Facilities

Winter Material Storage Capacities

Site	Rock Salt (t)	Winter Sand (t)	Covered Area
New Liskeard	250	5000	No.
Dymond	. Nil	1000	Yes
Haileybury	450	3000/2000	Yes / No

City staff is based primarily out of the main complex yard based at 200 Lakeshore Road, New Liskeard to provide Winter Maintenance Services. The north section, formerly known as Dymond may be dispatched from the Dymond Yard located at 181 Drive-in Theatre Road. The middle section, formerly known as New Liskeard is serviced out of the New Liskeard Yard located at 200 Lakeshore Road. The southern section, formerly known as Haileybury may be dispatched out of the Haileybury Yard located at 500 Broadway Street and a materials storage yard located on View Street.

The Superintendents will endeavor to schedule the next shifts work assignments by 2:30 pm each day. Workers are responsible to travel to their assigned work start locations. If a change occurs in a worker's assigned start location and the worker is not given advance notice and reports for work at the main complex yard, transportation to the new work start location will be provided from the main complex yard.

Evening Patrols (3:00 p.m. to 11:30 p.m.) commence at the New Liskeard Yard in November and service the entire city's transportation network. City staff is called in to perform work on an as-required basis until the end of April. The day shift is from 6:30 am to 3:00 pm and the night shift is from 11:00 pm to 7:30 am. In the event of a major storm requiring continuous equipment operations, equipment operators from the day shift may be rescheduled. The evening shift may require additional help to ensure the safety of the transportation network.

4.6.6 Roadway De-Icing and Sanding

Roadway de-icing and/or sanding needs initiate the winter maintenance operations when the first effects of a storm are felt in order to provide traction for traffic until the depth of snow has reached the operations start trigger, at which time plowing operations typically commence.

Road Supervisors are allowed some latitude regarding frequency and timing of salt and grit applications. Application rates have been harmonized across the City. These settings were established through past practices within our urban environment.

Salt placement will be on the crown or high side of the driving surface where there is a good cross fall allowing traffic to distribute the resulting brine over the road.

There are some road authorities that are beginning to use liquid de-icing chemicals in addition to solid salt. Literature and practice shows that salt performance can be improved with liquids. However one must be cautious when introducing such techniques. To date, established city practices do not include straight liquid chemical techniques.

The City of Temiskaming Shores present guideline is to apply a solid deicer once snow starts to accumulate or "stick" on arterial roads. Timely application of chemicals is critical to preventing snow from sticking to roads. Without the timely application of chemicals, snow could easily bond to roads and, in turn, become difficult to plow, potentially causing road hazards. As snow accumulates, it is plowed to maintain safe driving conditions.

During and upon completion of winter maintenance operations, a daily log is maintained and updated, indicating roadway winter maintenance activities carried out.

4.6.7 Snow Plowing

Plowing and de-icing/sanding continue, with respect to each class of roadway, in accordance with its classification and level of service standard. The plowing route maps included in the appendices identify the roadways to be cleared and the classification of each roadway section.

During the regular Monday to Friday, day or night shifts, winter maintenance procedures will be initiated by the Road Superintendent or his alternate based on existing and forecasted weather and road conditions. Monitoring of weather forecasts, patrol reports and other information, as may be available, may allow preparations for winter maintenance operations to be initiated prior to the beginning of an actual event.

During the evening shift, night shift, weekend shifts or on a statutory holiday, winter maintenance procedures will be initiated by the Patrol Person or Heavy Equipment Operator/Crew Leader designated. The designated Patrol Person or Heavy Equipment Operator/Crew Leader will be responsible for roadway patrol to inform him of changing road and weather conditions and he will make the appropriate call to the Superintendent or his approved alternate, to arrange for additional manpower, operators or equipment as required.

4.6.8 Snow Removal and Disposal

As a result of snow plowing operations, snow accumulates at the side of roads as windrows or mounds. The City starts snow removal operations when these windrows reach volumes that create a nuisance or hazard to pedestrians and motorists and to maintain capacity for subsequent snowfalls.

The objective is to commence removal operations in **Priority 1** locations as soon as practicable after becoming aware that the snow bank accumulation is greater than **60 cm** and **120 cm** in **Priority 2** locations.

Experience over the years has shown that the City has the capability and capacity to remove and dispose of 2700 cubic meters of snow per night shift. One average snowstorm requires three night shifts to complete all required removal work in approved designated areas.

Snow removal involves the use of in-house snow blowers, front-end loaders, motor graders and city owned dump trucks as well as contracted dump trucks.

List	of	Sı	าดพ	Sto	rage	Αı	eas
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Site	Location	Агеа	Volume
1	Shepherdson Road / Bolger	New Liskeard	71,000
2	Craven Drive *	New Liskeard	34,000
3	Birch Drive Ravine	New Liskeard	3,900
4	Bay Street off Lakeshore Road	New Liskeard	25,000
5	Montaomery Street off Melville	New Liskeard	9,700
6	Montaomery Street off Melville	New Liskeard	4,500
7	Dawson Point Road at McKelvie	New Liskeard	44,000
8	Haliburton Street West Ravine	New Liskeard	700
9	Pine Street Ravine	New Liskeard	900
10	Laurette Street North	Dymond	10,000
11	Behind Quality Inn off Raymond	Dymond	14,600
12	Morrissette Drive East	Hailevburv	47.000

13	Lakeview Street off Park	Haileybury	25,500
14	Birch Street at Groom	Haileybury	6,000
15	Station Street at Groom	Haileybury	5,600
16	Meridian Avenue near Medical Centre	Haileybury	12,900

Note: New Liskeard has a maximum capacity of 192,700 cubic meters, Dymond has 24,600 cubic meters and Haileybury has 97,000 cubic meters. The total available storage area for the City is 323,000 cubic meters.

4.6.8.1 City By-laws and Ordinances

There are two bylaws used extensively by the Public Works Department during winter maintenance operations; Traffic By-law and Snow Disposal By-law, excerpts are included in Appendix "F".

4.6.9 Sidewalk Service Standards

Sidewalks are classified in accordance with the associated pedestrian traffic and proximity to schools, seniors' buildings, downtown business areas and high volume roadways.

The objective is to make the sidewalk as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (24) hours. The trigger to start plowing operations is 10 cm snow accumulation.

The objective is to treat the icy sidewalk as soon as practicable after becoming aware that the sidewalk is icy, and is accordance with the standard.

There are two maps included in the Appendix "B" that specify which sidewalks have been approved for winter maintenance. Those not shown as being maintained are considered to be closed for the period covered by the Winter Operations Plan.

4.6.10 Parking Lot Service Standards

Parking lots/laneways are classified in accordance with the associated vehicular traffic and proximity to downtown business areas and municipal buildings.

The objective is to make the parking lot as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (48) hours. Staff priority will be given to plowing and sanding/salting roadways and sidewalks.

The objective is to treat the icy parking lots/laneways as soon as practicable after becoming aware that the parking lot/laneway is icy, and normally within (16) hours.

There are three maps included in the Appendix "C" that specify which parking lots/laneways have been approved for winter maintenance.

4.6.11 Vulnerable Areas

Currently the salt vulnerable areas within the City of Temiskaming Shores have been identified as:

- The Wabi River particularly at low flow (flows in the Wabi River are controlled by the South Temiskaming Dam and impacts from the discharge of salt laden run off could be more pronounced during these periods);
- Lake Temiskaming
- Moose Creek
- South Wabi Creek
- Mill Creek
- Dickson Creek
- Areas associated with groundwater recharge zones or shallow water table, with medium to high permeability soils; and
- Salt vulnerable vegetation along roadways.

Reducing salt-laden runoff to these areas will be the result of successfully implementing the 4-R's of Salt Management: right material, right amount, right time, right place.

4.6.12 Weather Monitoring

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

In order to determine an effective winter event response and allocate the appropriate resources the Corporation of the City of Temiskaming Shores supplements road patrol information with weather information from various sources which includes:

- Observations from municipal staff, communication with staff of adjacent municipalities and MTO contractors.
- Monitoring websites <u>www.theweathernetwork.com</u>
- Staff monitoring pavement temperatures by means of on-board infrared thermometers which are mounted on the patrol and other trucks, and;
- Local Radio Station CJTT FM 104.5

4.6.13 Communications

All Public Works Department winter maintenance vehicles are equipped with high band radios capable of transmitting and receiving on the following frequencies: transmitting – 170.490 and receiving – 165.885 mhz. Each vehicle is assigned a unique call number and can communicate with other city Public Works vehicles, the Superintendents and the Public Works Clerk located at the Operation Division yard at 200 Lakeshore Road.

Reporting hazards and accidents to the Police, Fire or Ambulance Services can be accomplished through the Public Works Clerk.

The City provides a call service which serves as the main hub for in/outgoing calls from staff, emergency services and the general public

The Call Service:

- Can be reached by calling (705) 647-6220 during business hours
- Can be reached by calling (705) 648-5575 after business hours
- Typical call timings (during winter season) are 24 hours. (Transferred to Patrol Persons Cellular Phone after Regular Hours)
- Is in operation (during winter season) 7 days a week.
- Municipality communicates important information to the public via:
 - CJTT 104.5 FM Radio
 - City Website www.temiskamingshores.ca
 - Public Works Facebook Page

4.6.14 Call Out Procedures

Operational decisions will be made by the Superintendent of Transportation Services or his/her designate with the aid of available

forecasting, Level of Service policy, patrolling etc. However, it should be emphasized that decisions will be subjective and external input, whether in this plan or elsewhere, merely acts as an aid in determining if a call out of staff and equipment by the Supervisor or Patrol Person to respond to a winter event is warranted. It is vital therefore that the Supervisor or Patrol Person records the prevalent conditions and relevant information when he/she makes a decision.

The Patrol Person shall inform the Supervisor of changing of road and weather conditions observed in the field. When a winter event response is required the Supervisor or his/her designate will contact the Crew Leader by radio or cellular phone. The Supervisor or his/her designate will contact staff as per the shift schedule and direction given by the Supervisor or his/her designate. In the absence of the Superintendent, the Superintendent of Environmental Services, Technical & Environmental Compliance Officer or the Director shall be his/her designate and initiate a call out in response to a winter event.

Call-out Chart

Forecast		Call-out R	esponse	
Storm Severity	Class 2	Class 3	Class 4	Class 5
Less than 10 cm	Call-out plow operations near end of storm or when 5 cm of snowfall has accumulated If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations near end of storm or when 8 cm of snowfall has accumulated and maintain collector routes with plow / spreader combination unit. No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if 8 cm of snow fall has accumulated and maintain collector routes with plow / spreader combination unit. No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if 10 cm of snowfall has accumulated No call-out of sander unless roads become slippery
More than 10 cm	Call-out plow operations when 5 cm of snow has accumulated. If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations when 8 cm of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow operations when 8 cm of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow/spreader truck when 10 cm of snow has accumulated. Reschedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery
Sleet and freezing rain	Call-out combination plow/sander units if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit

4.6.15 Road Closure Procedure

In the event a specific road must be closed due to a severe winter storm, appropriate signs will be placed to close the road. Rb-92 Road Closed Signs on portable stands, TC-54 flexible drums and barricades will be available at the New Liskeard Main Complex.

Upon receiving a request from the Ontario Provincial Police or the Director of Public Works to close a road to traffic, the Supervisor or his/her designate will organize manpower and equipment to place the signs and barricades. The Supervisor or his/her designate will contact the Works Clerk and request that a media release (Appendix E) be sent to the local news and radio stations advising of the road closure.

Roads will be deemed to be closed once the signs and barricades are placed. When it is physically impossible to place signs and barricades to close a road, the Supervisor or his/her designate will advise the Ontario Provincial Police and the Director of Public Works of the situation and arrange to send the media release.

4.7.0 Decommissioning Winter Operations

After the winter season (identified in 4.3.0) expires Corporation of the City of Temiskaming Shores undertakes the following tasks to decommission winter operations.

4.7.1 Two Weeks After the Winter Season Ends

Two weeks after the winter season ends:

- 1. Cease regularly scheduled winter night patrols;
- Continue monitoring weather forecasts. Assign night patrol shift if forecast indicates an overnight winter event is probable.
- Decommission 50 % of the fleet.

4.7.2 One Month After the Winter Season Ends

One month after the winter season ends:

- Cease all winter highway maintenance operations.
- 2. Decommission the remainder of the equipment providing weather forecasts warrant the decommissioning.

4.8.0 Training

The Corporation of the City of Temiskaming Shores will maintain a comprehensive winter maintenance training program that demonstrates the purpose and value of new and existing procedures and ensure that personnel are competent to carry out their duties.

All Public Works Department staff directly involved in winter maintenance will be required to participate in courses to provide assurance of the competency level for all operators.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check
- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service policies, practices and procedures
- Identification of Plow Routes including variations for year to year and issues identified along the route
- De-icing chemicals application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

4.9.0 Record Keeping

Full and accurate completion of the documents listed below, according to the applicable procedures, ensures that the municipality is protected from liability by providing solid documentation that procedures have been followed.

The Public Works Department will maintain an annual log that contains total quantities of sand and salt usage along with weather data reports. Shift reports shall comprise of the following:

The date will be recorded as Day/Month/Year. It will be written in a numerical format (dd/mm/yy). The time shall be documented using the 24 hour clock format, and will be notarized (print and sign name) by the person(s) completing the report.

- (a) Areas maintained;
- (b) Material used (sand and/or salt);
- (c) Quantities of material used:
- (d) Shift hours; and
- (e) Pavement and air temperature

Always retain the original copy of documents regardless of their appearance. Writing must legible for others to read and written in ink. Stains or dirt on the documents is not an issue. If a document requires correction then a line is to be placed through the incorrect information without making it illegible and continue writing on the original document. Initial corrections or change in the colour of ink in a case where you change writing pens.

Records will be completed daily and forwarded to the Works Clerk upon completion, for retention.

5.0 Plan Improvement

The current winter maintenance policies, practices and procedures form the baseline or benchmark upon which improvements can be made to improve winter operations and/or the use and management of road salt. Over the next ten years the Corporation of the City of Temiskaming Shores plans to undertake the improvements as listed in Table 1. This list will be reviewed and updated annually.

6.0 Monitoring and Updating

The purpose of monitoring and updating is to provide a basis for continuous improvement of the winter operations plan and the winter maintenance policies, practices and procedures of the Corporation of the City of Temiskaming Shores.

At the end of the winter season, as identified in 4.3.0, a meeting to review winter operations will be held each year with all winter operations staff to itemize all issues that arose during the winter season and discuss how these issues may be resolved. Prior to the start of the next winter season and with sufficient lead time to implement any changes, the Corporation of the City of Temiskaming Shores shall train staff on the changes to equipment and/or winter maintenance policies, practices, and procedures.

The winter season of 2015/16 will be the benchmark year. Year over year achievement using the performance measures listed below will be measured against said benchmark year. Performance measures will be used to determine whether or not the objectives of the Winter Operations Plan and/or winter maintenance policies, practices, and procedures have been met.

Monitoring the severity of the winter season:

- % change (+/-) in the total annual cm of snow accumulation from the benchmark year
- % change (+/-) in the total number of days with measurable snowfall from the benchmark year
- % change (+/-) in the total number of days with freezing rain from the benchmark year

- > % change (+/-) in the total number of continuous winter event responses from the benchmark year
- % change (+/-) in the total number of spot winter event response from the benchmark year

Monitoring the salt used:

- % change (+/-) in the total number of winter event hours from the benchmark year
- % change (+/-) in the total tonnes of salt purchased annually from the benchmark year
- % of applications where discharge rates exceeded
- % change (+/-) in the total tonnes of salt applied annually per system km per winter event

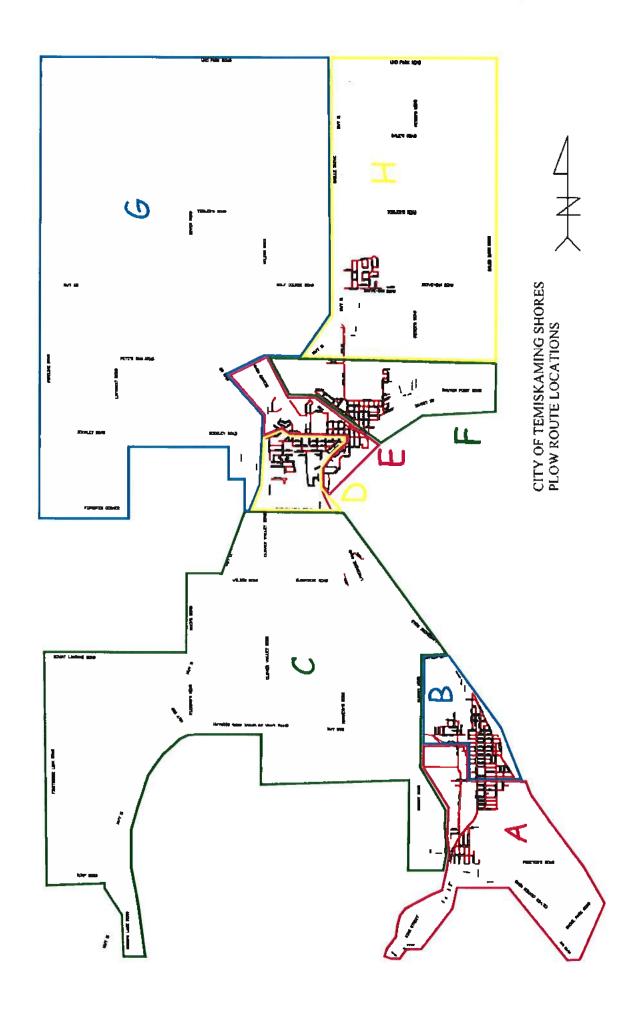
Ensuring customer satisfaction:

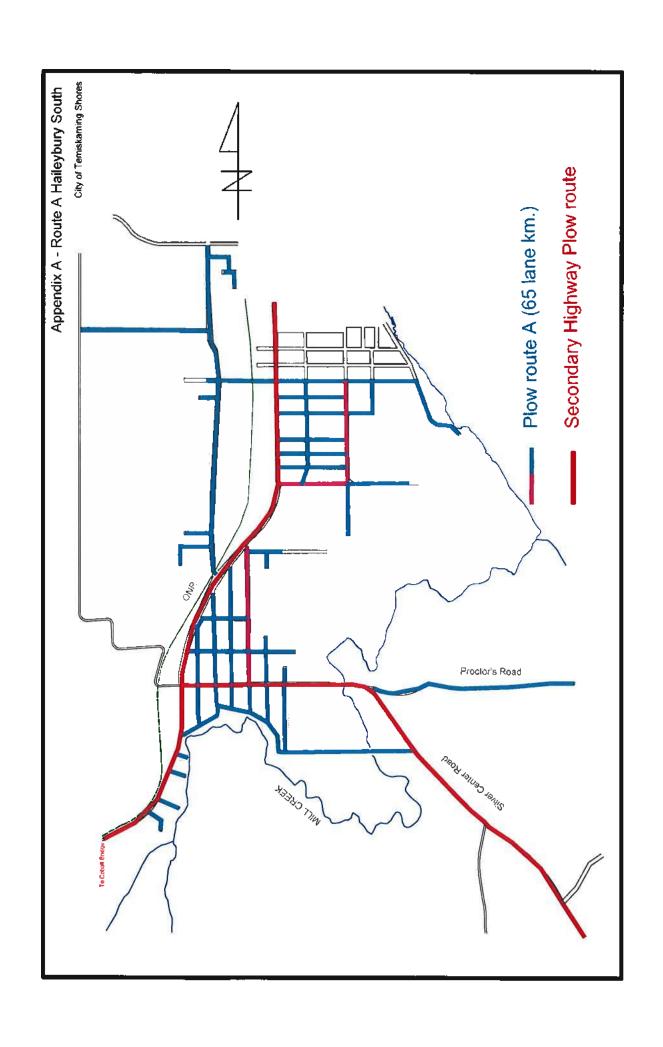
- % change (+/-) in the total number of winter event responses that meet or exceed the level of service policy from the benchmark year
- % change (+/-) in the total number of complaints received regarding winter operations from the benchmark year

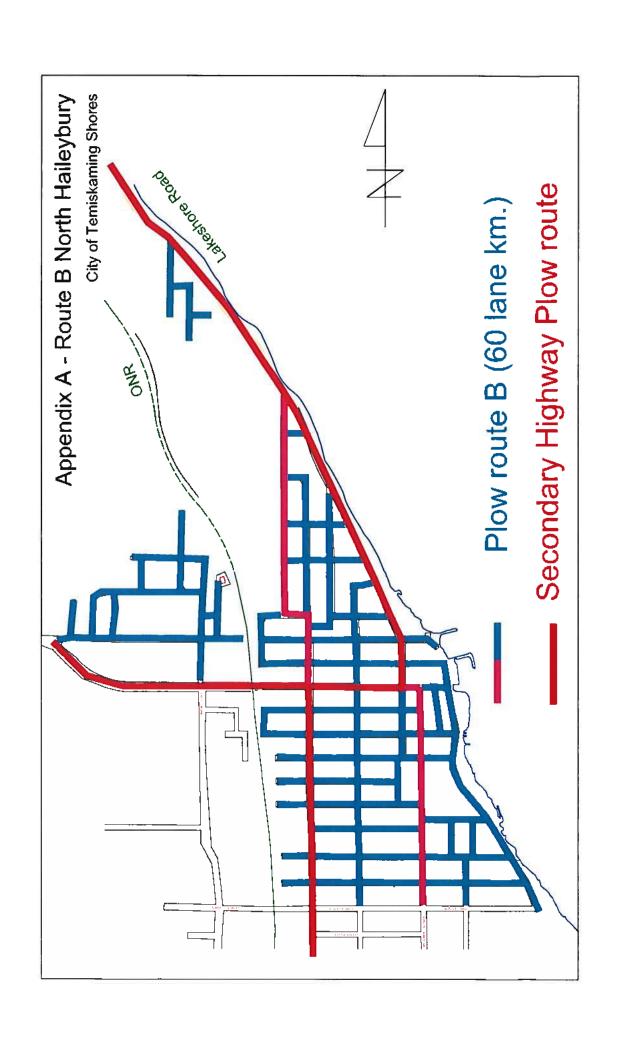
7.0 Notes

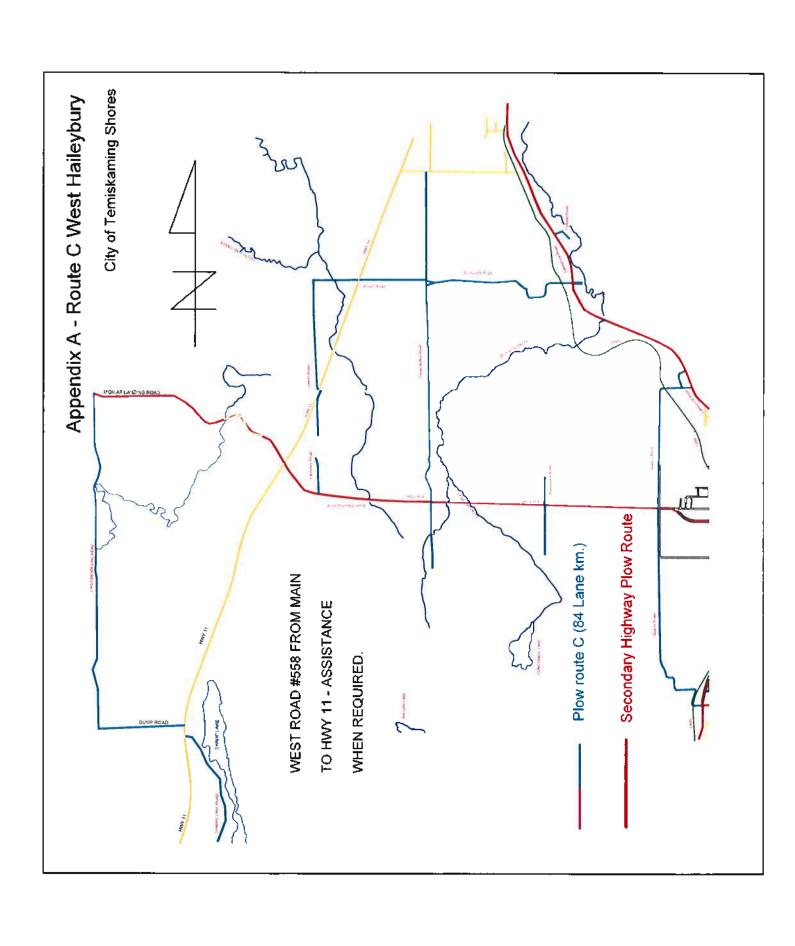
- It is acknowledged that conditions may occur which temporarily prevent achieving the levels of service as detailed in this document. In such cases, attempts will be made to keep Class 2 & 3 roads as clear as possible by utilizing all maintenance equipment at maximum efficiency.
- ➤ Winter operations will continue until the prescribed level of service is achieved where conditions permit. Should conditions not permit accomplishment of the prescribed level of service, operations shall continue as required to maintain as good a driving service as possible.
- The order of priority for winter maintenance operations during a storm is Class 2 through Class 6 roads and Priority 1 then Priority 2 sidewalks. Sidewalks will be plowed at the same time as roads if and whenever possible.

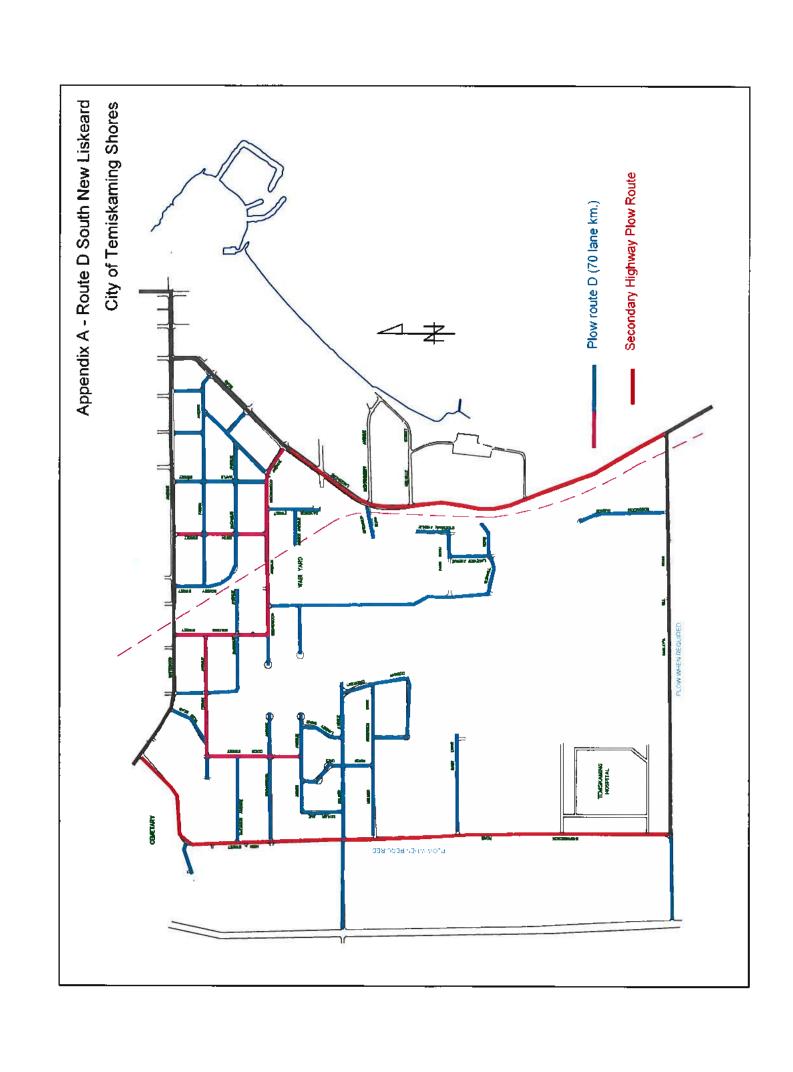
Appendix A – Plow Routes

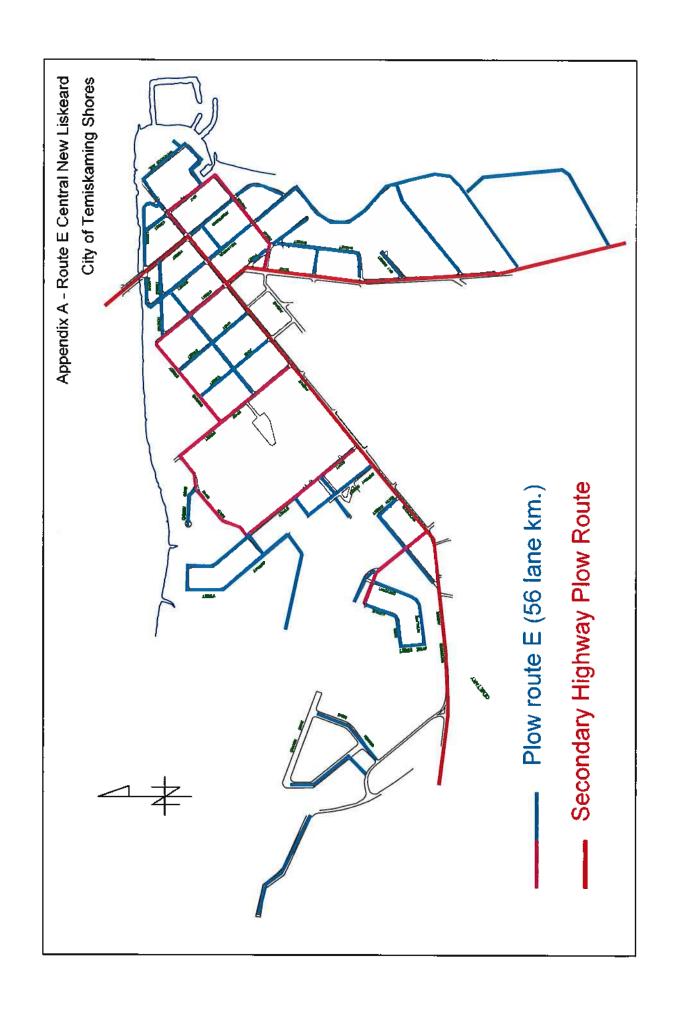


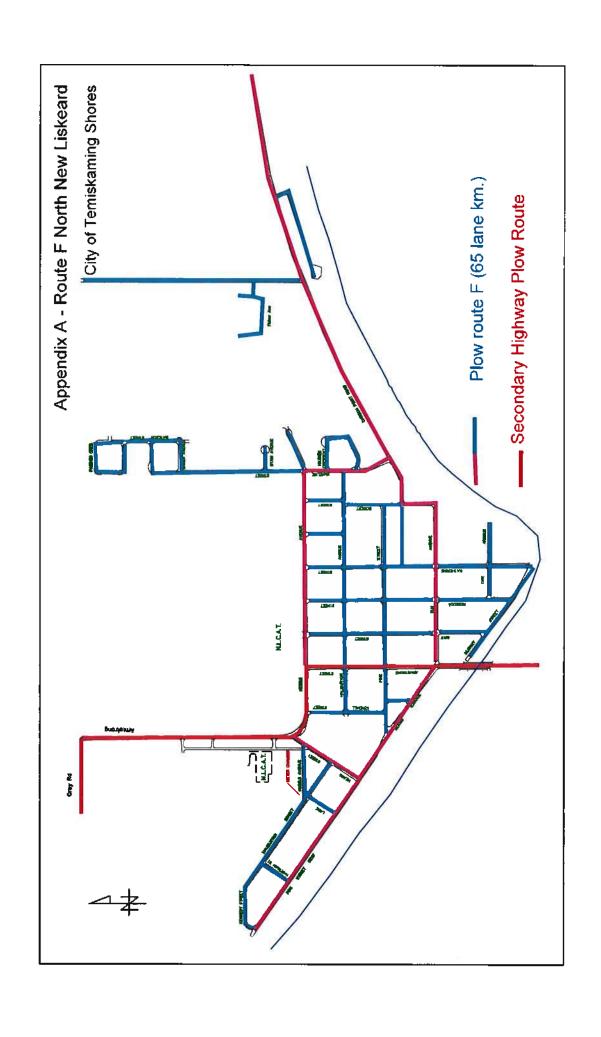


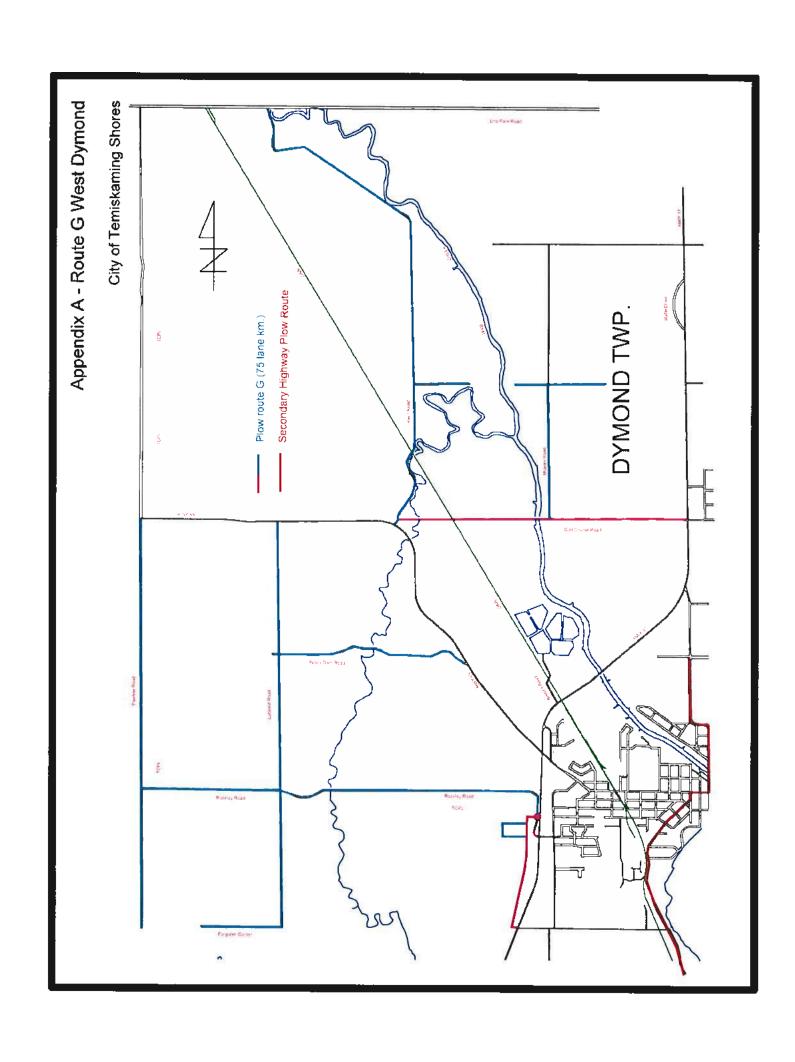


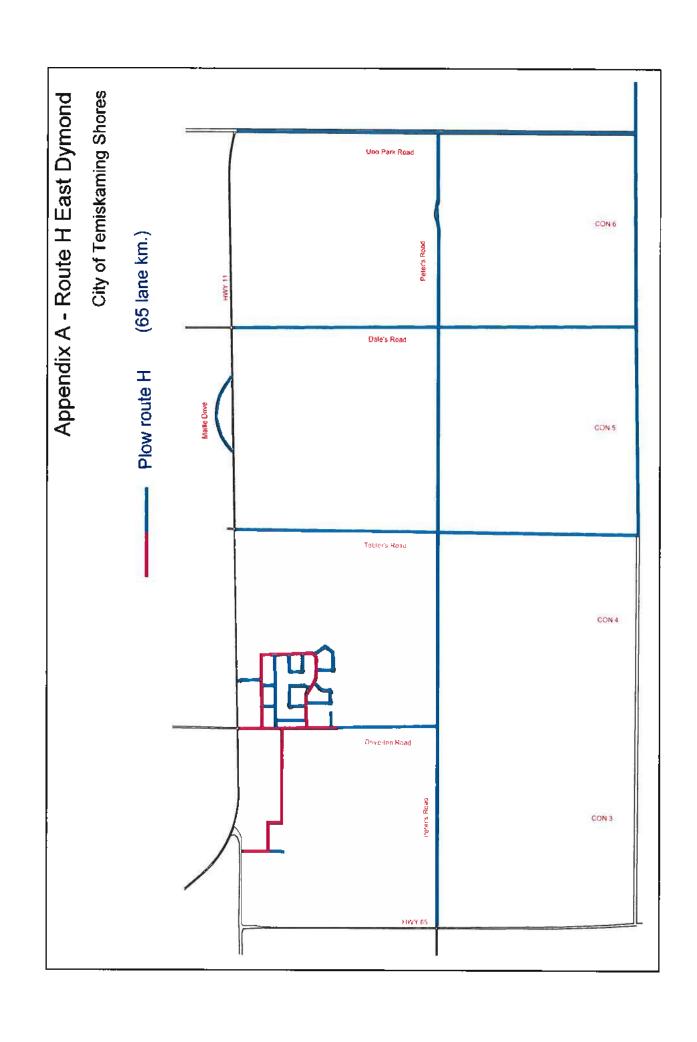


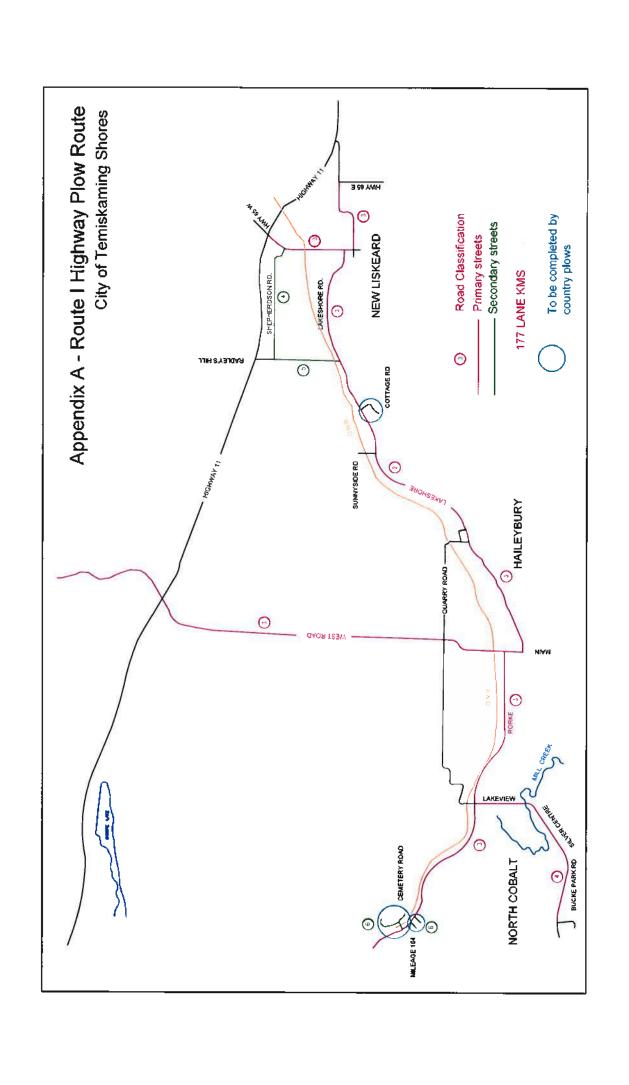




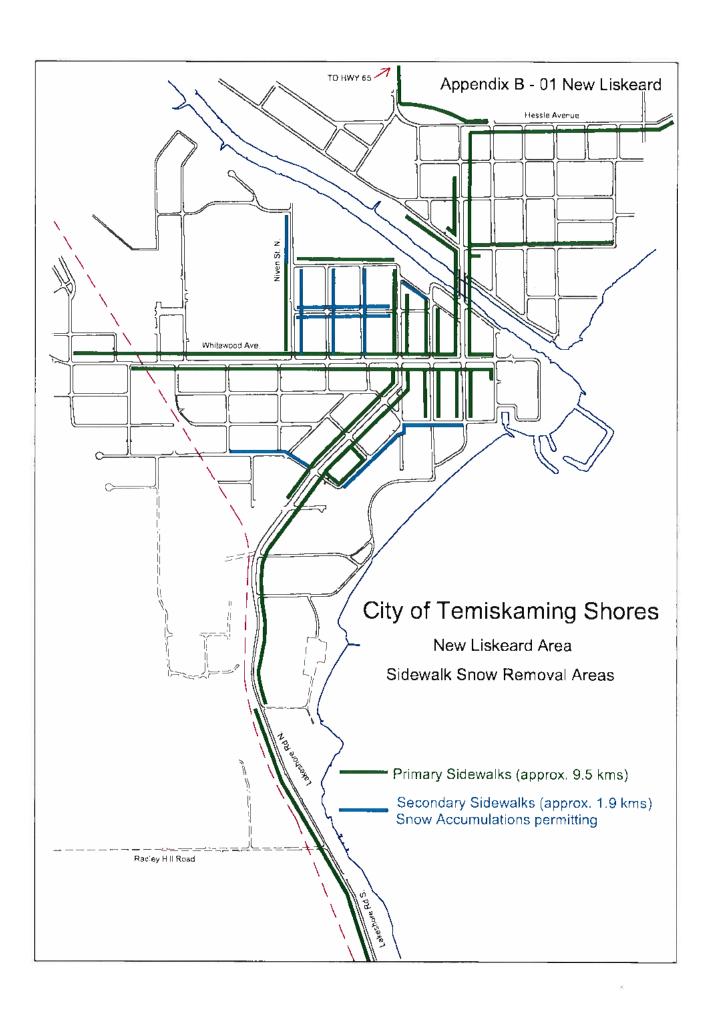


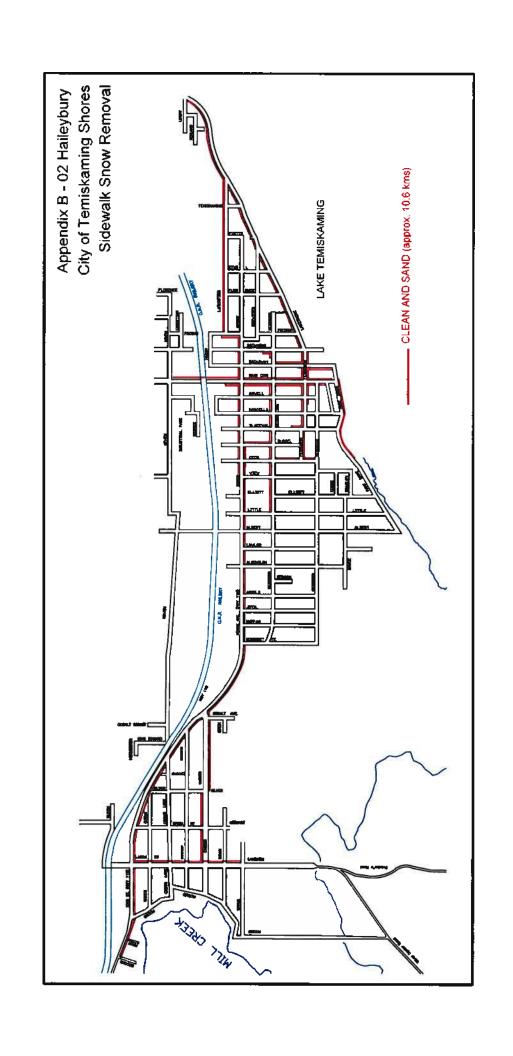




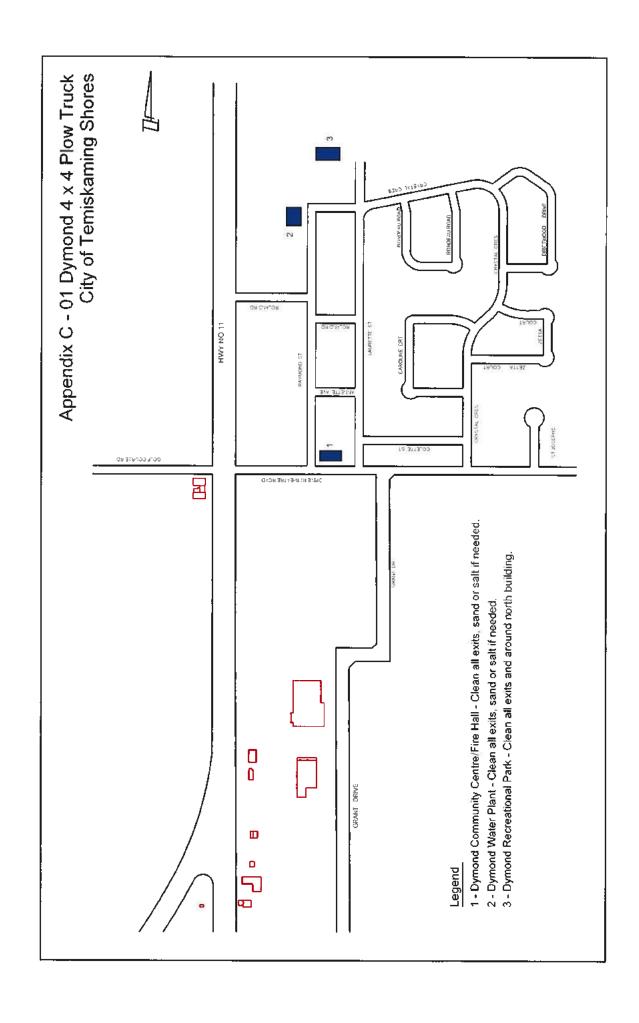


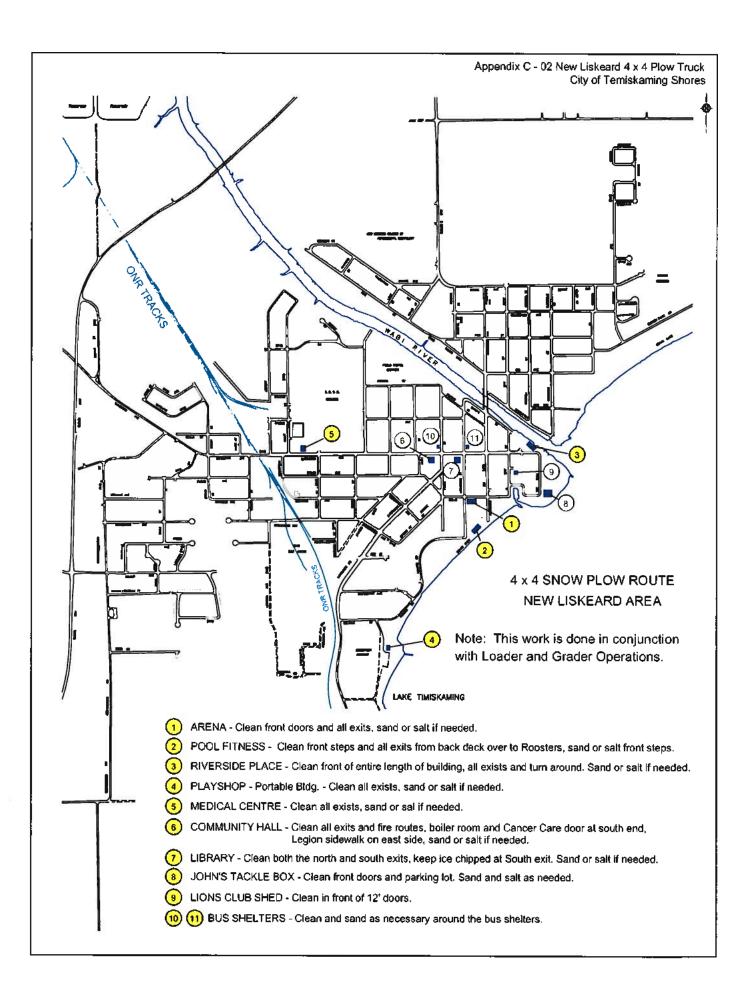
Appendix B – Sidewalk Routes

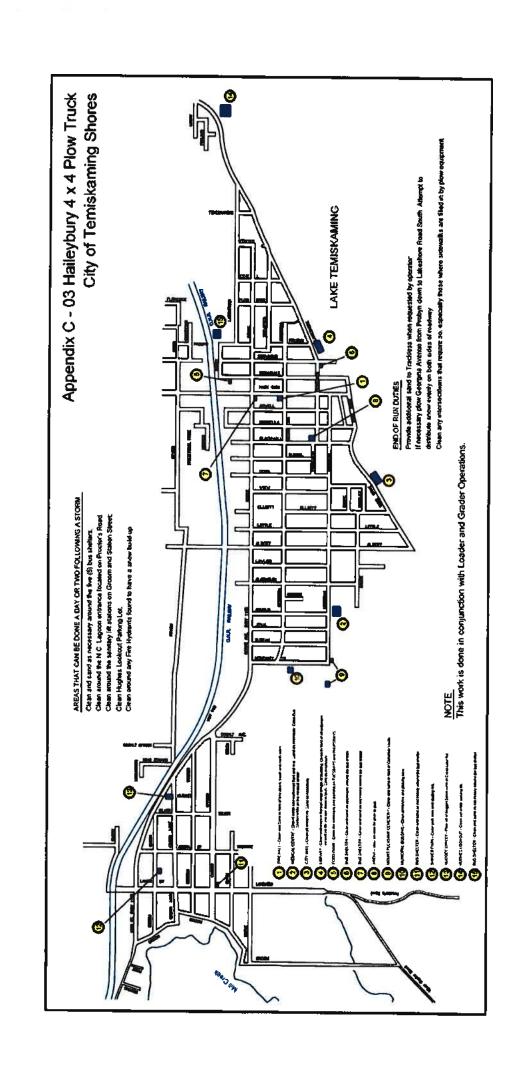


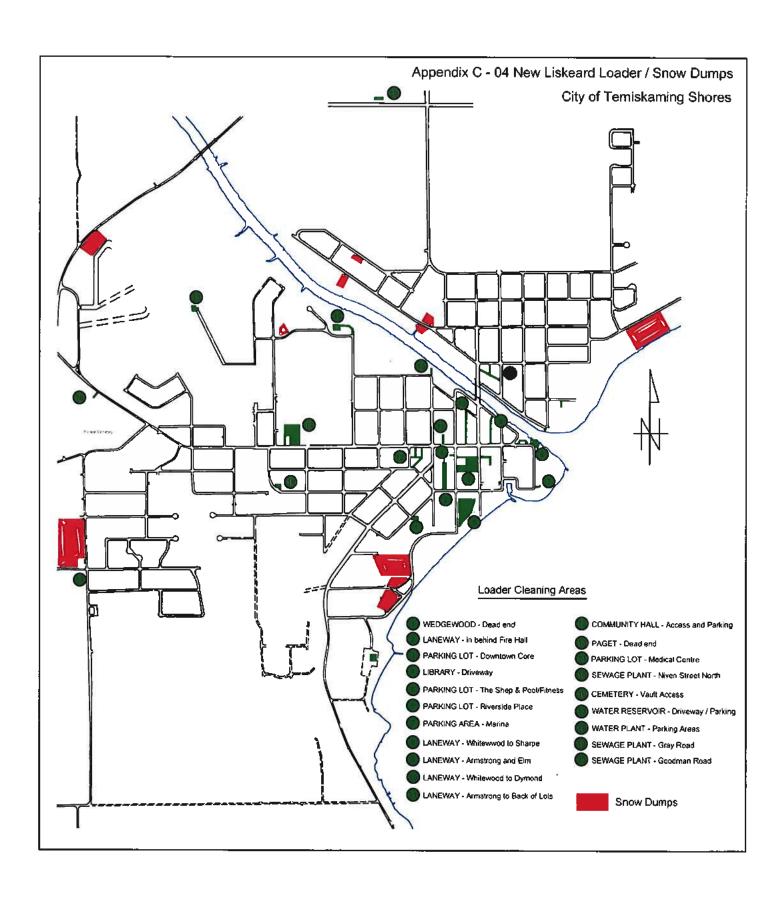


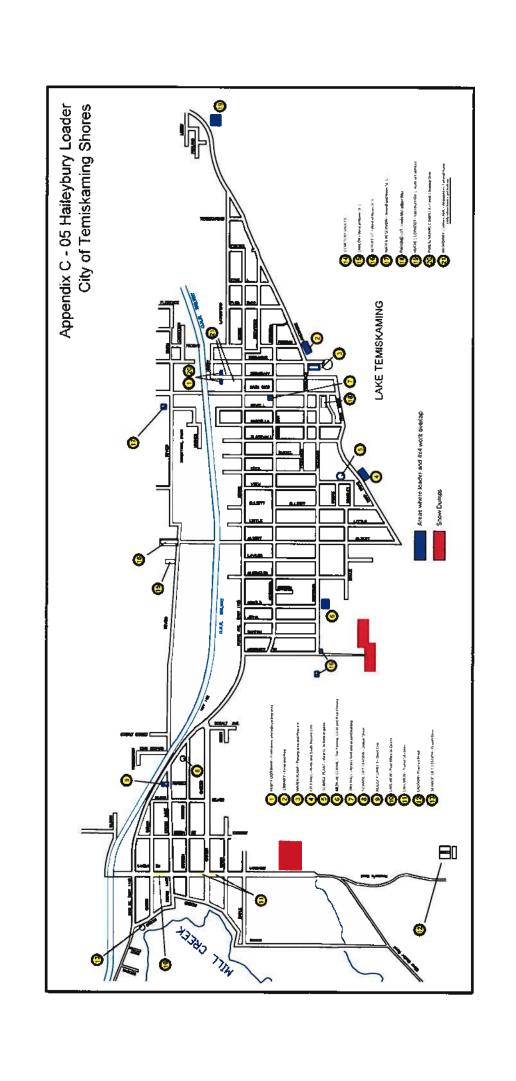
Appendix C – Lots & Lanes

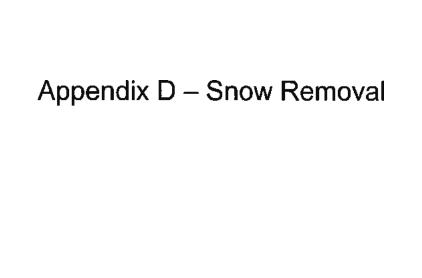


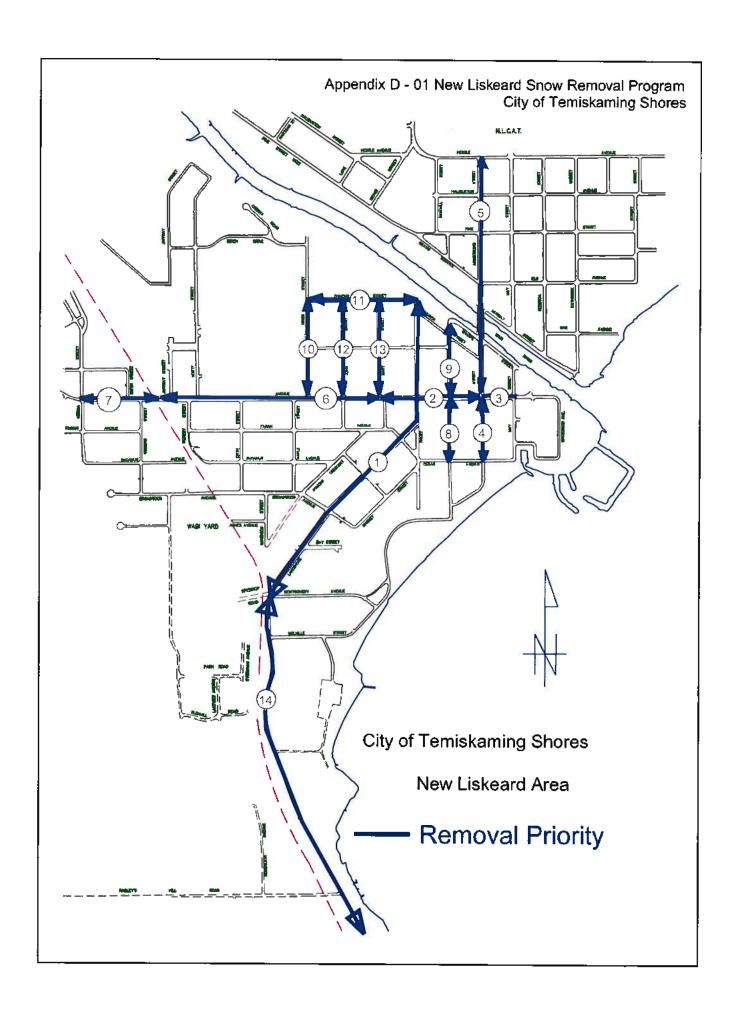


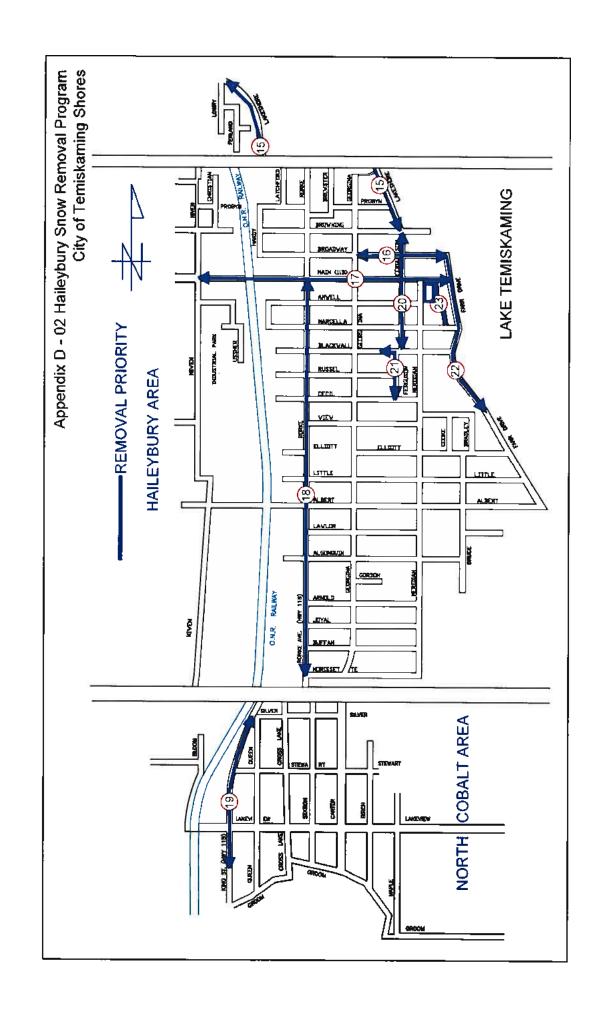




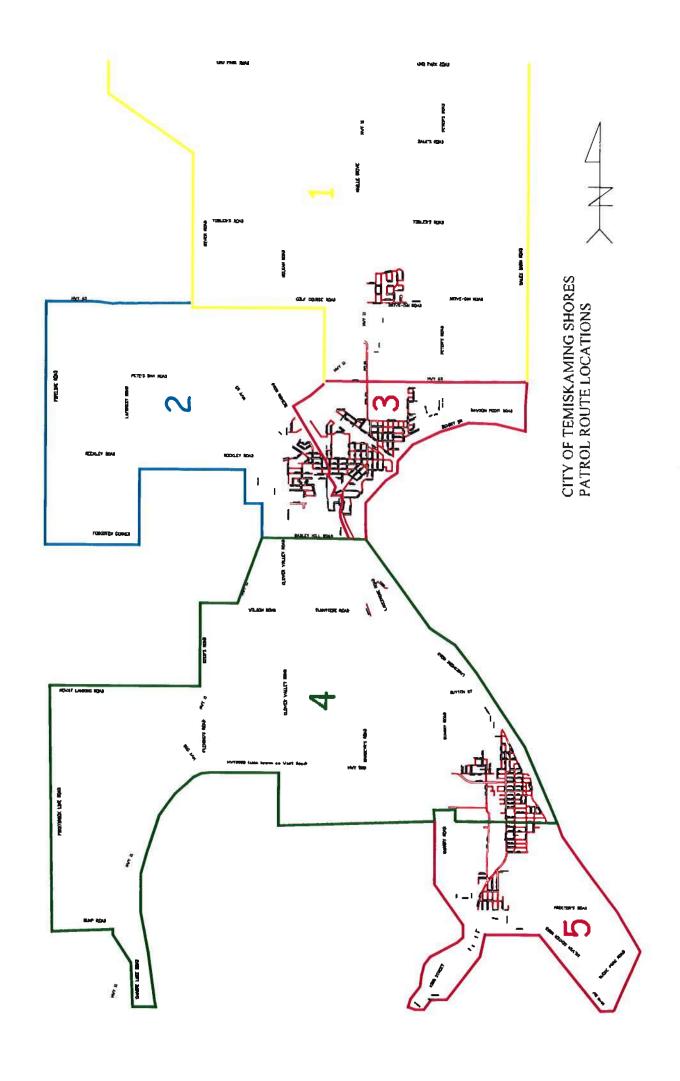


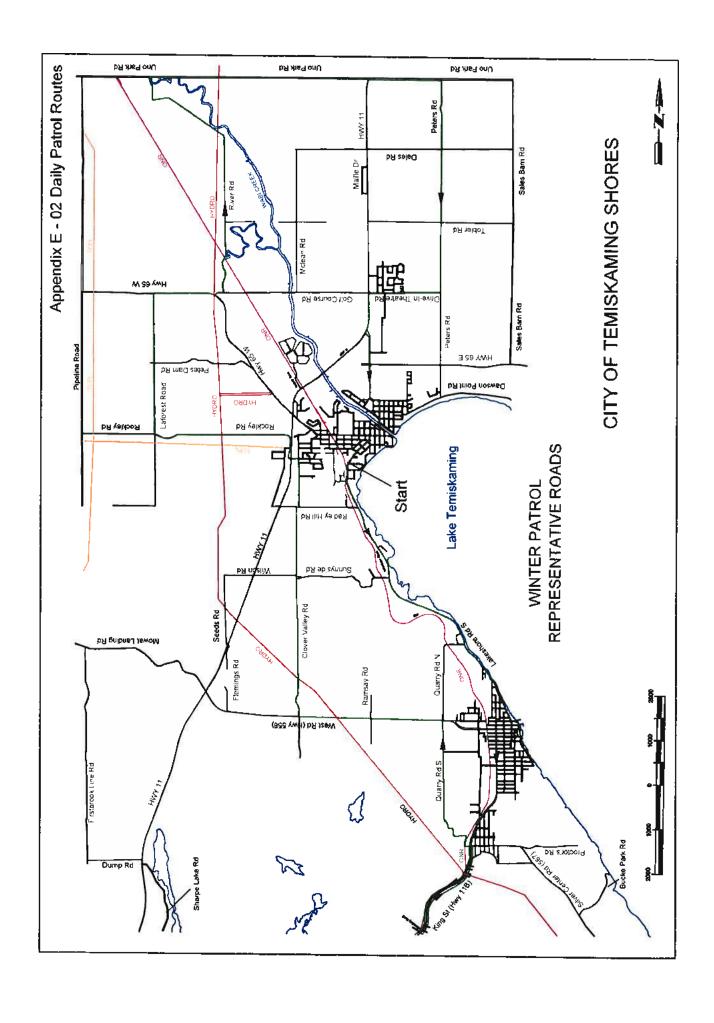






Appendix E – Patrols







STANDARD ROAD S	SURFACE CONDITION R	EPORT (WINTER
DATE/	START TIME	AM or PM
w/mm/dd	FINISH TIME	AM or PM

WEATHER		
Partly Cloudy		
Overcast		
Rain		
Snow		
Freezing Rain		
High Winds		
Clear		
Visibility - good		
Visibility - poor		
Distance		

TEMPERATURE		
Below -30	L.	
-30 to -20		
-20 to - 10		
-10 to 0		
0 to + 10		
+10 to +20		
+20 to +30		
Falting		
Rising		

ROAD CONDITIONS		
Dry		
Wet		
Loose snow: 0 - 5 cm		
Loose snow: 5-10 cm		
Loose snow: 10 cm +		
Slush		
Snow Packed		
Ice		
Centre Bare		
Ice Patches		
Road Surface Temperature		

ROAD/STREET	CC	NOTE#	ROAD/STREET	cc	NOTE#		AC - ACTION CODES
						RS	Radio Sander
						RSS	Radio Salter
						RP	Radio Plow
						F	Foreman
						WO	Filed Work Order
						RP	Restored on Patrol
						C	- CONDITION CODE
				- "		Α	Acceptable
						D	Deteriorating
	"-					Ş	Needs Service

#	AC	NOTES	TIME
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

NOTE: THIS REPRESENTS A SUMMARY OF CONDITIONS FOUND AND ACTIONS TAKEN BY UNDERSIGNED:



Work Order Request

City of Temiskaming Shores Public Works Department 325 Farr Drive – City Hall P.O. Box 2050 Haileybury, ON P0J 1K0

	Work Order No.: WO-2019			
То:		From:		
Date:				
Description of Work Reques	ted			
How Identified:		Date:		Time:
			<u> </u>	
Special Considerations				
			<u>-</u>	
		:	Signature:	
		Deadline for co	8	***
Description of Work Perform	ped			
				☐ As Noted Above
Repairs Performed by:				As Described Below
Supervisor (print):	Signature:	<u> </u>	Completion	n Date:



Media Release - Road Closed

Time:

Date:

For Immediate Release Due to a severe winter storm Ontario Provincial Police advise that the following roads in Corporation of the City of Temiskaming Shores are impassable due to drifting and blowing snow and have been closed to traffic.			

The Ontario Provincial Police advise that these roads will remain closed until the storm subsides and driving conditions improve.

For further Information, contact the City of Temiskaming Shores Public Works Department at 705-647-6220.

Appendix F - By-laws



EXCERPT FROM BY-LAW 2008-069 BEING A BY-LAW TO REGULATE TRAFFIC AND PARKING OF VEHICLES IN THE CITY OF TEMISKAMING SHORES

SECTION 5.9 OF SCHEDULE "A" TO BY-LAW NO. 2008-069

Prohibition - Overnight Parking - Offence

No *person* shall *stop, stand or park* a *vehicle* on any *street* or *City* owned *parking lot* between the hours of 12:00 a.m. to 7:00 a.m. during the period of November 1st in one year to March 31st of the next year.

Certified true copy

David Treen Municipal Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NO. 2009-159

BEING A BY-LAW TO REGULATE THE REMOVAL AND RELOCATION OF SNOW WITHIN THE CITY OF TEMISKAMING SHORES

WHEREAS the Council of the Corporation of the City of Temiskaming Shores deems it necessary and expedient to pass a By-law to regulate the removal and relocation of snow within the City of Temiskaming Shores;

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

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

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

AND WHEREAS Section 10(2) 6 of the Municipal Act, S.O. 2001, c. 25, as amended, authorizes Council to pass bylaws respecting the health, safety and well-being of persons;

AND WHEREAS Section 27 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides a municipality may pass by-laws with respect to highways over which it has jurisdiction;

AND WHEREAS Section 128 (1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may prohibit with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS Section 425(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under the Act is guilty of an offence;

AND WHEREAS Section 429(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides a municipality may establish a system of fines for offences under a by-law of the municipality passed under the Act;

AND WHEREAS Section 446(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that if a municipality has the authority under any Act or under a bylaw under any Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS Section 446(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may recover costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as taxes.

NOW THEREFORE the Council of the Corporation of the City of Temiskaming Shores hereby enacts as follows:

- 1. That Council adopts a by-law to regulate the removal and relocation of snow within the City identified as Schedule "A", attached hereto and forming part of this by-law;
- That all by-laws respecting the removal, relocation and disposal of snow enacted by the former Town of Haileybury (more specifically By-law 94-6), the former Town of New Liskeard (more specifically By-law 1319), the former Township of Dymond (more specifically By-law 1355) and amendments thereto, are hereby repealed.
- 3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.
- 4. That this By-Law shall come into force and take effect on the date of its final passing.

Read a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 15th day of December, 2009.

Mayor

Clerk

CORPORTION OF THE CITY OF TEMISKAMING SHORES

SCHEDULE "A" TO BY-LAW NO. 2009-159

BEING A SY-LAW TO REGULATE REMOVAL AND RELOCTION OF SNOW IN THE CITY OF TEMISKAMING SHORES

INDEX

PART 1 - GENERAL PROVISIONS

SECTION		PAGE
1.1	Short Title	1
1.2	Scope	1
1.3	Enforcement	1
1.4	Conflicts with other By-law	1
	PART 2 - DEFINITIONS	
SECTION		PAGE
2.1	By-law Enforcement Officer	1
2.2	City	1
2.3	City Property	1
2.4	Council	1
2.5	Municipality	1
2.6	Person	1
2.7	Police Officer	2
2.8	Private Property	2
2.9	Provincial Offences Act	2
2.10	Sidewalk	2
2.11	Street	2
	PART 3 - REGULATIONS	
SECTION		PAGE
3.1	Deposit of Snow	2
3.2	Re-Deposit of Snow	2
	PART 4 – PENALTIES	
SECTION		PAGE
4.1	General Penalties	3
	PART 5 – VALIDITY	
SECTION		PAGE
5.1	Validity of By-law	3
	SCHEDULES AND DISCRIPTION	
APPENDIX 1	Set Since For Building 2000, 450	PAGE 4
7	Set Fines For By-law 2009-159	4

PART 1 GENERAL PROVISIONS

SECTION

1.1 Short Title

This By-Law shall be cited as the "Snow Removal By-law".

1.2 Scope

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

1.3 Enforcement

This By-law shall be enforced by a *By-law Enforcement Officer* or a *Police Officer*.

1.4 Conflicts with other by-law

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

PART 2 DEFINITIONS

Definitions of words, phrases and terms used in this By-law that are not included in the list of definitions in this section shall have the meanings which are commonly assigned to them in the context in which they are used in this By-law.

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

SECTION

- 2.1 "By-law Enforcement Officer" means the person or persons duly appointed by Council as Municipal Law Enforcement Officers for the purpose of enforcing regulatory by-laws of the City.
- 2.2 "City" means the Corporation of the City of Temiskaming Shores.
- 2.3 "City Property" means any land situated within the City which is owned by the City or controlled by the City by lease or otherwise.
- 2.4 "Council" means the Municipal Council of the City of Temiskaming Shores.
- 2.5 "Municipality" means the land within the geographic limit of the City of Temiskaming Shores.
- 2.6 "Person" means an individual, firm or corporation.

SECTION

- 2.7 "Police Officer" means a member of the Ontario Provincial Police service.
- 2.8 "Private Property" means property which is privately owned and is not City property.
- **2.9 "Provincial Offences Act"** means the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.
- 2.10 "Sidewalk" means any municipal walkway, or that portion of a *street* between *curb* lines or the lateral lines of a roadway, and the adjacent property line, primarily intended for use by *pedestrians*.
- 2.11 "Street" means a common and public highway, street, roadway, crescent, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or other such place designated and intended for, or used by the general public for the passage or parking of vehicles and includes the area of land between the lateral property lines thereof.

PART 3 REGULATIONS

SECTION

3.1 Deposit of Snow

No *person* shall deposit, or cause to be deposited, any snow, ice, or other debris, on any *City property* or *street* from off of his or her property or any other *private property*.

3.2 Re-Deposit of Snow

- 3.2.1 No *person* shall move snow within a *street* or allow snow to be moved from one side of the cleared portion of the *street* intended for vehicular and pedestrian traffic, to the other side of the *street*.
- 3.2.2 No *person* shall relocate snow within a *street* or allow snow to be relocated in such a manner as to encroach on the cleared portion of the *street* intended for vehicular and pedestrian traffic.
- 3.2.3 No person shall relocate snow within a street or allow snow to be relocated in such a manner as to obstruct the normal visibility or the safe movement of vehicular and pedestrian traffic on the street.

PART 4 PENALTIES

SECTION

Any person who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects to do or refrains from doing anything required to be done pursuant to any provisions of this By-law or any permit or order issued pursuant thereto, commits an offence and except where specifically provided in Appendix "1", shall be liable to a fine not exceeding \$5,000.00.

Where an offense is a continuing offence, each day that the offence is continued shall constitute a separate and distinct offence.

PART 5 VALIDITY

SECTION

5.1 Validity of By-law

If any section, clause, or provision of this By-law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not effect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES Appendix "1" OF Schedule "A" TO BY-LAW NO. 2009-159

SET FINES FOR BY-LAW NO. 2009-159

Item	COLUMN 1 Short form wording	COLUMN 2 Offence creating provision or Defining offence	COLUMN 3 Set fine
1	Deposit snow on City property.	Section 3.1	\$100.00
2	Re-Deposit snow from one side of street to the other.	Section 3.2.1	\$100.00
3	Re-Deposit snow to cleared portion of street.	Section 3.2.2	\$100.00
4	Re-Deposit snow so as to obstruct visibility.	Section 3.2.3	\$100.00

Note: The general penalty provision for the offences listed above is Schedule A section 4.1 of By-law No. 2009-159, a certified copy of which has been filed.

Appendix G – Winter Parking Notice

NOTICE - OVERNIGHT PARKING

Effective November 1st, 2019 to March 31st, 2020

By-law No. 2008-069 prohibits the parking of vehicles on municipal streets or City-owned parking lots between the hours of

12:00 a.m. to 7:00 a.m.

Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363.

PSA NOTICE - OVERNIGHT PARKING

Effective November 1st, 2019 to March 31st, 2020

By-law No. 2008-069 prohibits the parking of vehicles on municipal streets and City-owned parking lots between the hours of

12:00 a.m. to 7:00 a.m.

Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363.

NOTICE - OVERNIGHT PARKING

Effective November 1st, 2019 to March 31st, 2020

By-law 2008-069 prohibits the parking of vehicles on municipal streets or City-owned parking lots between the hours of 12:00 a.m. to 7:00 a.m.

Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363

NOTICE -- OVERNIGHT PARKING

Effective November 1st, 2019 to March 31st, 2020

By-law 2008-069 prohibits the parking of vehicles on municipal streets or City-owned parking lots between the hours of 12:00 a.m. to 7:00 a.m.

Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363

NOTICE - OVERNIGHT PARKING

Effective November 1st, 2019 to March 31st, 2020

By-law 2008-069 prohibits the parking of vehicles on municipal streets or City-owned parking lots between the hours of 12:00 a.m. to 7:00 a.m.

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NOTICE - OVERNIGHT PARKING

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By-law 2008-069 prohibits the parking of vehicles on municipal streets or City-owned parking lots between the hours of 12:00 a.m. to 7:00 a.m.

Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363

Appendix H – Minimum Maintenance Standards

Municipal Act, 2001 Loi de 2001 sur les municipalités

ONTARIO REGULATION 239/02 MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS

Consolidation Period: From May 3, 2018 to the e-Laws currency date.

Last amendment: 366/18.

Legislative History: 288/03, 613/06, 23/10, 47/13, 366/18.

This Regulation is made in English only.

Definitions

1. (1) In this Regulation,

"bicycle facility" means the on-road and in-boulevard cycling facilities listed in Book 18 of the Ontario Traffic Manual;

"bicycle lane" means,

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

"cm" means centimetres;

"day" means a 24-hour period;

"encroachment" means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality:

"ice" means all kinds of ice, however formed;

"motor vehicle" has the same meaning as in subsection 1 (1) of the Highway Traffic Act, except that it does not include a motor assisted bicycle;

"non-paved surface" means a surface that is not a paved surface;

"Ontario Traffic Manual" means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;

"paved surface" means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion:

"pothole" means a hole in the surface of a roadway caused by any means, including wear or subsidence of the road surface or subsurface;

"roadway" has the same meaning as in subsection 1 (1) of the Highway Traffic Act;

"shoulder" means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

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

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

"snow accumulation" means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

- 1. Newly-fallen snow.
- Wind-blown snow.
- 3. Slush;

[&]quot;substantial probability" means a significant likelihood considerably in excess of 51 per cent;

- (2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average daily traffic on it. O. Reg. 239/02, s. 1 (2); O. Reg. 366/18, s. 1 (3).
- (3) For the purposes of subsection (2) and the Table to this section, the average daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,
 - (a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or
 - (b) by estimating the average daily two-way traffic on the highway or part of the highway. O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2); O. Reg. 366/18, s. 1 (3).
- (4) For the purposes of this Regulation, unless otherwise indicated in a provision of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 366/18, s. 1 (4).

TABLE CLASSIFICATION OF HIGHWAYS

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

O. Reg. 366/18, s. 1 (5).

Application

- 2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.
 - (2) REVOKED: O. Reg. 23/10, s. 2.
 - (3) This Regulation does not apply to Class 6 highways. O, Reg. 239/02, s. 2 (3).

Purpose

2.1 The purpose of this Regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome. O. Reg. 366/18, s. 2.

MAINTENANCE STANDARDS

Patrolling

[&]quot;surface" means the top of a sidewalk, roadway or shoulder;

[&]quot;utility" includes any air, gas, water, electricity, cable, fiber-optic, telecommunication or traffic control system or subsystem, fire hydrants, sanitary sewers, storm sewers, property bars and survey monuments;

[&]quot;utility appurtenance" includes maintenance holes and hole covers, water shut-off covers and boxes, valves, fittings, vaults, braces, pipes, pedestals, and any other structures or items that form part of or are an accessory part of any utility;

[&]quot;weather" means air temperature, wind and precipitation.

[&]quot;weather hazard" means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1); O. Reg. 47/13, s. 1; O. Reg. 366/18, s. 1 (1, 2).

- 3. (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (2).
- (2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions. O. Reg. 47/13, s. 2; O. Reg. 366/18, s. 3 (2).
- (3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities. O. Reg. 23/10, s. 3 (1).
- (4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (3).

TABLE PATROLLING FREQUENCY

Class of Highway	Patrolling Frequency	
1	3 times every 7 days	
2	2 times every 7 days	
3	once every 7 days	
4	once every 14 days	
5	once every 30 days	

O. Reg. 239/02, s. 3, Table; O. Reg. 23/10, s. 3 (2).

Weather monitoring

- 3.1 (1) From October 1 to April 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.
- (2) From May 1 to September 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

Snow accumulation, roadways

- 4. (1) Subject to section 4.1, the standard for addressing snow accumulation on roadways is,
- (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (1).
- (2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4.
- (3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (1) (b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:
 - 1. Patrolling highways,
 - 2. Performing highway maintenance activities.
 - 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (2).
 - (4) The depth of snow accumulation on a roadway and lane width may be determined by,
 - (a) performing an actual measurement;
 - (b) monitoring the weather; or
 - (c) performing a visual estimate. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (3).
 - (5) For the purposes of this section, addressing snow accumulation on a roadway includes,
 - (a) plowing the roadway;

- (b) salting the roadway;
- (c) applying abrasive materials to the roadway;
- (d) applying other chemical or organic agents to the roadway;
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 5 (4).
- (6) This section does not apply to that portion of the roadway,
- (a) designated for parking;
- (b) consisting of a bicycle lane or other bicycle facility; or
- (d) used by a municipality for snow storage. O. Reg. 366/18, s. 5 (4).

TABLE SNOW ACCUMULATION - ROADWAYS

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

O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (5).

Snow accumulation on roadways, significant weather event

- 4.1 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1; and
 - (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.
- (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

Snow accumulation, bicycle lanes

- 4.2 (1) Subject to section 4.3, the standard for addressing snow accumulation on bicycle lanes is,
- (a) after becoming aware of the fact that the snow accumulation on a bicycle lane is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table to this section to provide a minimum bicycle lane width of the lesser of 1 metre or the actual bicycle lane width. O. Reg. 366/18, s. 7.
- (2) If the depth of snow accumulation on a bicycle lane is less than or equal to the depth set out in the Table to this section, the bicycle lane is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 7.
- (3) For the purposes of this section, the depth of snow accumulation on a bicycle lane and, if applicable, lane width under clause (1) (b), may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3), with necessary modifications. O. Reg. 366/18, s. 7.
 - (4) For the purposes of this section, addressing snow accumulation on a bicycle lane includes,
 - (a) plowing the bicycle lane;
 - (b) salting the bicycle lane;
 - (c) applying abrasive materials to the bicycle lane;
 - (d) applying other chemical or organic agents to the bicycle lane;
 - (e) sweeping the bicycle lane; or

(f) any combination of the methods described in clauses (a) to (e), O. Reg. 366/18, s. 7.

TABLE SNOW ACCUMULATION – BICYCLE LANES

	BITO II ACCOMOL
Column 2	Column 3
Depth	Time
2.5 cm	8 hours
5 cm	12 hours
8 cm	24 hours
8 cm	24 hours
10 cm	24 hours
	2.5 cm 5 cm 8 cm 8 cm

O. Reg. 366/18, s. 7.

Snow accumulation on bicycle lanes, significant weather event

- 4.3 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on bicycle lanes until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1; and
 - (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on bicycle lanes, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.
- (2) If the municipality complies with subsection (1), all bicycle lanes within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4.2 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) address snow accumulation on bicycle lanes in accordance with section 4.2. O. Reg. 366/18, s. 7.

Ice formation on roadways and icy roadways

- 5. (1) The standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:
 - 1. Monitor the weather in accordance with section 3.1.
 - 2. Patrol in accordance with section 3.
 - 3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway, if practicable, to prevent ice formation within the time set out in Table 1 to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 8.
- (2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.
- (3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in Table 2 to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that a roadway is icy. O. Reg. 366/18, s. 8.
- (4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 366/18, s. 8.
- (5) For greater certainty, this section applies in respect of ice formation on bicycle lanes on a roadway, but does not apply to other types of bicycle facilities. O. Reg. 366/18, s. 8.

TABLE 1
ICE FORMATION PREVENTION

		TOTA ORGANIA
Class of Highway	Time	·
1	6 hours	
2	8 hours	
3	16 hours	
4	24 hours	
5	24 hours	

O. Reg. 366/18, s. 8.

TABLE 2 TREATMENT OF ICY ROADWAYS

Class of Highway	Time
1	3 hours
[2	4 hours
3	8 hours
4	12 hours
5	16 hours

O. Reg. 366/18, s. 8.

Icy roadways, significant weather event

- 5.1 (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1; and
 - (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.
- (2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

Potholes

- 6. (1) If a pothole exceeds both the surface area and depth set out in Table 1, 2 or 3 to this section, as the case may be, the standard is to repair the pothole within the time set out in Table 1, 2 or 3, as appropriate, after becoming aware of the fact. O. Reg. 239/02, s. 6 (1); O. Reg. 366/18, s. 8 (1).
- (1.1) For the purposes of this section, the surface area and depth of a pothole may be determined in accordance with subsections (1.2) and (1.3), as applicable, by a municipal employee, agent or contractor whose duties or responsibilities include one or more of the following:
 - 1. Patrolling highways.
 - 2. Performing highway maintenance activities.
 - 3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 366/18, s. 8 (2).
 - (1.2) The depth and surface area of a pothole may be determined by,
 - (a) performing an actual measurement; or
 - (b) performing a visual estimate. O. Reg. 366/18, s. 8 (2).
- (1.3) For the purposes of this section, the surface area of a pothole does not include any area that is merely depressed and not yet broken fully through the surface of the roadway. O. Reg. 366/18, s. 8 (2).
- (2) A pothole is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in Table 1, 2 or 3, as appropriate. O. Reg. 239/02, s. 6 (2); O. Reg. 47/13, s. 6.

TABLE I
POTHOLES ON PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
3	1000 cm ²	8 cm	7 days
4	1000 cm²	8 cm	14 days
5	1000 cm ²	8 cm	30 days

O. Reg. 239/02, s. 6, Table 1.

TABLE 2 POTHOLES ON NON-PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
3	1500 cm ²	8 cm	7 days
4	1500 cm ²	10 cm	14 days
5	1500 cm ²	12 cm	30 days

O. Reg. 239/02, s. 6, Table 2.

TABLE 3
POTHOLES ON PAVED OR NON-PAVED SURFACE OF SHOULDER

Class of Highway	Surface Area	Depth	Time
1	1500 cm²	8 cm	7 days
2	1500 cm²	8 cm	7 days
3	1500 cm ²	8 cm	14 days
4	1500 cm ²	10 cm	30 days
5	1500 cm ²	12 cm	60 days

O. Reg. 239/02, s. 6, Table 3.

Shoulder drop-offs

- 7. (1) If a shoulder drop-off is deeper than 8 cm, for a continuous distance of 20 metres or more, the standard is to repair the shoulder drop-off within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 9 (1).
 - (2) A shoulder drop-off is deemed to be in a state of repair if its depth is less than 8 cm. O. Reg. 366/18, s. 9 (1).
 - (3) In this section,

"shoulder drop-off" means the vertical differential, where the paved surface of the roadway is higher than the surface of the shoulder, between the paved surface of the roadway and the paved or non-paved surface of the shoulder. O. Reg. 239/02, s. 7 (3).

TABLE SHOULDER DROP-OFFS

Class of Highway	Time
1	4 days
2	4 days
3	7 days
4	14 days
5	30 days

O. Reg. 366/18, s. 9 (2).

Cracks

- 8. (1) If a crack on the paved surface of a roadway is greater than 5 cm wide and 5 cm deep for a continuous distance of three metres or more, the standard is to repair the crack within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 10 (1).
 - (2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to 5 cm. O. Reg. 366/18, s. 10 (1).

TABLE CRACKS

Column 1	Column 2	
Class of Highway	Time	
l	30 days	
2	30 days	
3	60 days	
4	180 days	
5	180 days	

O. Reg. 366/18, s. 10 (2).

Debris

- 9. (1) If there is debris on a roadway, the standard is to deploy resources, as soon as practicable after becoming aware of the fact, to remove the debris. O. Reg. 239/02, s. 9 (1); O. Reg. 366/18, s. 11.
 - (2) In this section,
- "debris" means any material (except snow, slush or ice) or object on a roadway,
 - (a) that is not an integral part of the roadway or has not been intentionally placed on the roadway by a municipality, and
 - (b) that is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle. O. Reg. 239/02, s. 9 (2); O. Reg. 47/13, s. 9.

Luminaires

- 10. (0.1) REVOKED: O. Reg. 366/18, s. 12.
- (1) The standard for the frequency of inspecting all luminaires to check to see that they are functioning is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 12
- (2) For conventional illumination, if three or more consecutive luminaires on the same side of a highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.
- (3) For conventional illumination and high mast illumination, if 30 per cent or more of the luminaires on any kilometre of highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.
- (4) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles on the same side of a highway are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.
- (5) Despite subsections (1), (2) and (3), for conventional illumination and high mast illumination, if more than 50 per cent of the luminaires on any kilometre of a Class 1 highway with a speed limit of 90 kilometres per hour or more are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.
 - (6) Luminaires are deemed to be in a state of repair,
 - (a) for the purpose of subsection (2), if the number of non-functioning consecutive luminaires on the same side of a highway does not exceed two;
 - (b) for the purpose of subsection (3), if more than 70 per cent of luminaires on any kilometre of highway are functioning;
 - (c) for the purpose of subsection (4), if one or more of the luminaires on consecutive poles on the same side of a highway are functioning;
 - (d) for the purpose of subsection (5), if more than 50 per cent of luminaires on any kilometre of highway are functioning. O. Reg. 366/18, s. 12.
 - (7) In this section,
- "conventional illumination" means lighting, other than high mast illumination, where there are one or more luminaires per pole;
- "high mast illumination" means lighting where there are three or more luminaires per pole and the height of the pole exceeds 20 metres;
- "luminaire" means a complete lighting unit consisting of,
 - (a) a lamp, and
 - (b) parts designed to distribute the light, to position or protect the lamp and to connect the lamp to the power supply. O. Reg. 239/02, s. 10 (7).

TABLE LUMINAIRES

Class of Highway	Time
1	7 days
2	7 days
3	14 days
4	14 days
5	14 days

Signs

- 11. (0.1) The standard for the frequency of inspecting signs of a type listed in subsection (2) to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 7 (1); O. Reg. 47/13, s. 11 (1); O. Reg. 366/18, s. 13.
- (0.2) A sign that has been inspected in accordance with subsection (0.1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 11 (2).
- (1) If any sign of a type listed in subsection (2) is illegible, improperly oriented, obscured or missing, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair or replace the sign. O. Reg. 239/02, s. 11 (1); O. Reg. 23/10, s. 7 (2); O. Reg. 366/18, s. 13.
 - (2) This section applies to the following types of signs:
 - Checkerboard.
 - 2. Curve sign with advisory speed tab.
 - Do not enter.
 - 3.1 Load Restricted Bridge.
 - 3.2 Low Bridge.
 - 3.3 Low Bridge Ahead.
 - 4. One Way,
 - 5. School Zone Speed Limit.
 - 6. Stop.
 - 7. Stop Ahead.
 - 8. Stop Ahead, New.
 - 9. Traffic Signal Ahead, New.
 - 10. Two-Way Traffic Ahead.
 - 11. Wrong Way.
 - 12. Yield.
 - 13. Yield Ahead.
 - 14. Yield Ahead, New. O. Reg. 239/02, s. 11 (2); O. Reg. 23/10, s. 7 (3).

Regulatory or warning signs

- 12. (1) The standard for the frequency of inspecting regulatory signs or warning signs to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 8; O. Reg. 47/13, s. 12 (1); O. Reg. 366/18, s. 13.
- (1.1) A regulatory sign or warning sign that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 12 (2).
- (2) If a regulatory sign or warning sign is illegible, improperly oriented, obscured or missing, the standard is to repair or replace the sign within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 23/10, s. 8; O. Reg. 366/18, s. 13.
 - (3) In this section,

"regulatory sign" and "warning sign" have the same meanings as in the Ontario Traffic Manual, except that they do not include a sign listed in subsection 11 (2) of this Regulation. O. Reg. 23/10, s. 8.

TABLE REGULATORY AND WARNING SIGNS

Class of Highway	Time	
1	7 days	
2	14 days	

3	21 days
4	30 days
5	30 days

O. Reg. 239/02, s. 12, Table.

Traffic control signal systems

- 13. (1) If a traffic control signal system is defective in any way described in subsection (2), the standard is to deploy resources as soon as practicable after becoming aware of the defect to repair the defect or replace the defective component of the traffic control signal system. O. Reg. 239/02, s. 13 (1); O. Reg. 366/18, s. 13.
 - (2) This section applies if a traffic control signal system is defective in any of the following ways:
 - 1. One or more displays show conflicting signal indications.
 - The angle of a traffic control signal or pedestrian control indication has been changed in such a way that the traffic or pedestrian facing it does not have clear visibility of the information conveyed or that it conveys confusing information to traffic or pedestrians facing other directions.
 - 3. A phase required to allow a pedestrian or vehicle to safely travel through an intersection fails to occur.
 - 4. There are phase or cycle timing errors interfering with the ability of a pedestrian or vehicle to safely travel through an intersection.
 - 5. There is a power failure in the traffic control signal system.
 - 6. The traffic control signal system cabinet has been displaced from its proper position.
 - 7. There is a failure of any of the traffic control signal support structures.
 - 8. A signal lamp or a pedestrian control indication is not functioning.
 - 9. Signals are flashing when flashing mode is not a part of the normal signal operation. O. Reg. 239/02, s. 13 (2).
- (3) Despite subsection (1) and paragraph 8 of subsection (2), if the posted speed of all approaches to the intersection or location of the non-functioning signal lamp or pedestrian control indication is less than 80 kilometres per hour and the signal that is not functioning is a green or a pedestrian "walk" signal, the standard is to repair or replace the defective component by the end of the next business day. O. Reg. 239/02, s. 13 (3); O. Reg. 366/18, s. 13.
 - (4) In this section and section 14,
- "cycle" means a complete sequence of traffic control indications at a location;
- "display" means the illuminated and non-illuminated signals facing the traffic;
- "indication" has the same meaning as in the Highway Traffic Act;
- "phase" means a part of a cycle from the time where one or more traffic directions receive a green indication to the time where one or more different traffic directions receive a green indication;
- "power failure" means a reduction in power or a loss in power preventing the traffic control signal system from operating as intended;
- "traffic control signal" has the same meaning as in the Highway Traffic Act;
- "traffic control signal system" has the same meaning as in the Highway Traffic Act. O. Reg. 239/02, s. 13 (4).

Traffic control signal system sub-systems

- 14. (1) The standard is to inspect, test and maintain the following traffic control signal system sub-systems once per calendar year, with each inspection taking place not more than 16 months from the previous inspection:
 - 1. The display sub-system, consisting of traffic signal and pedestrian crossing heads, physical support structures and support cables.
 - 2. The traffic control sub-system, including the traffic control signal cabinet and internal devices such as timer, detection devices and associated hardware, but excluding conflict monitors.
 - 3. The external detection sub-system, consisting of detection sensors for all vehicles, including emergency and railway vehicles and pedestrian push- buttons. O. Reg. 239/02, s. 14 (1); O. Reg. 47/13, s. 13 (1); O. Reg. 366/18, s. 13.
- (1.1) A traffic control signal system sub-system that has been inspected, tested and maintained in accordance with subsection (1) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the traffic control signal system sub-system has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (2).
- (2) The standard is to inspect, test and maintain conflict monitors every five to seven months and at least twice per calendar year. O. Reg. 239/02, s. 14 (2); O. Reg. 47/13, s. 13 (3); O. Reg. 366/18, s. 13.

- (2.1) A conflict monitor that has been inspected, tested and maintained in accordance with subsection (2) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the conflict monitor has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (4).
 - (3) In this section,

"conflict monitor" means a device that continually checks for conflicting signal indications and responds to a conflict by emitting a signal. O. Reg. 239/02, s. 14 (3).

Bridge deck spalls

- 15. (1) If a bridge deck spall exceeds both the surface area and depth set out in the Table to this section, the standard is to repair the bridge deck spall within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 15 (1); O. Reg. 366/18, s. 13.
- (2) A bridge deck spall is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 15 (2); O. Reg. 47/13, s. 14.
 - (3) In this section,

"bridge deck spall" means a cavity left by one or more fragments detaching from the paved surface of the roadway or shoulder of a bridge. O. Reg. 239/02, s. 15 (3).

TABLE BRIDGE DECK SPALLS

Class of Highway	Surface Area	Depth	Time
1	600 cm ²	8 cm	4 days
2	800 cm ²	8 cm	4 days
3	1,000 cm ²	8 cm	7 days
4	1,000 cm ²	8 cm	7 days
5	1,000 cm ²	8 cm	7 days

O. Reg. 239/02, s. 15, Table,

Roadway surface discontinuities

- 16. (1) If a surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, exceeds the height set out in the Table to this section, the standard is to repair the surface discontinuity within the time set out in the Table after becoming aware of the fact. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.
- (1.1) A surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, is deemed to be in a state of repair if its height is less than or equal to the height set out in the Table to this section. O. Reg. 47/13, s. 15.
- (2) If a surface discontinuity on a bridge deck exceeds five centimetres, the standard is to deptoy resources as soon as practicable after becoming aware of the fact to repair the surface discontinuity on the bridge deck. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.
- (2.1) A surface discontinuity on a bridge deck is deemed to be in a state of repair if its height is less than or equal to five centimetres. O. Reg. 47/13, s. 15.
 - (3) In this section,

"surface discontinuity" means a vertical discontinuity creating a step formation at joints or cracks in the paved surface of the roadway, including bridge deck joints, expansion joints and approach slabs to a bridge. O. Reg. 23/10, s. 9.

TABLE SURFACE DISCONTINUITIES

Class of Highway	Height	Time
l	5 cm	2 days
2	5 cm	2 days
3	5 cm	7 days
4	5 cm	21 days
5	5 cm	21 days

O. Reg. 239/02, s. 16, Table.

Sidewalk surface discontinuities

16.1 (1) The standard for the frequency of inspecting sidewalks to check for surface discontinuity is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 10; O. Reg. 47/13, s. 16 (1); O. Reg. 366/18, s. 13.

- (1.1) A sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to any surface discontinuity until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge of the presence of a surface discontinuity in excess of two centimetres. O. Reg. 47/13, s. 16 (2).
- (2) If a surface discontinuity on or within a sidewalk exceeds two centimetres, the standard is to treat the surface discontinuity within 14 days after acquiring actual knowledge of the fact. O. Reg. 366/18, s. 14.
 - (2.1) REVOKED: O. Reg. 366/18, s. 14.
- (3) A surface discontinuity on or within a sidewalk is deemed to be in a state of repair if it is less than or equal to two centimetres. O. Reg. 366/18, s. 14.
- (4) For the purpose of subsection (2), treating a surface discontinuity on or within a sidewalk means taking reasonable measures to protect users of the sidewalk from the discontinuity, including making permanent or temporary repairs, alerting users' attention to the discontinuity or preventing access to the area of discontinuity. O. Reg. 366/18, s. 14.
 - (5) In this section,

"surface discontinuity" means a vertical discontinuity creating a step formation at any joint or crack in the surface of the sidewalk or any vertical height difference between a utility appurtenance found on or within the sidewalk and the surface of the sidewalk. O. Reg. 366/18, s. 14.

Encroachments, area adjacent to sidewalk

- 16.2 (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 15.
- (2) The area adjacent to a sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair in respect of any encroachment present. O. Reg. 366/18, s. 15.
- (3) For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm. O. Reg. 366/18, s. 15.
- (4) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians. O. Reg. 366/18, s. 15.
- (5) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality. O. Reg. 366/18, s. 15.
- (6) For the purpose of subsection (4), treating an encroachment means taking reasonable measures to protect users, including making permanent or temporary repairs, alerting users' attention to the encroachment or preventing access to the area of the encroachment. O. Reg. 366/18, s. 15.

Snow accumulation on sidewalks

- 16.3 (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,
 - a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
 - b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.
- (2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.
- (3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.
- (4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.
 - (5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,
 - (a) plowing the sidewalk;
 - (b) salting the sidewalk;
 - (c) applying abrasive materials to the sidewalk;
 - (d) applying other chemical or organic agents to the sidewalk; or
 - (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

Snow accumulation on sidewalks, significant weather event

- 16.4 (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1; and
 - (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.
- (2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

Ice formation on sidewalks and icy sidewalks

- 16.5 (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,
- (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
- (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.
- (2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.
- (3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.
- (4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

Ley sidewalks, significant weather event

- 16.6 (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,
 - (a) to monitor the weather in accordance with section 3.1; and
 - (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.
- (2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
 - (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
 - (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

Winter sidewalk patrol

- 16.7 (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.
- (2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for or performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

Closure of a highway

- 16.8 (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.
 - (2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,
 - (a) when a municipality passes a by-law to close the highway or part of the highway; and
 - (b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

Declaration of significant weather event

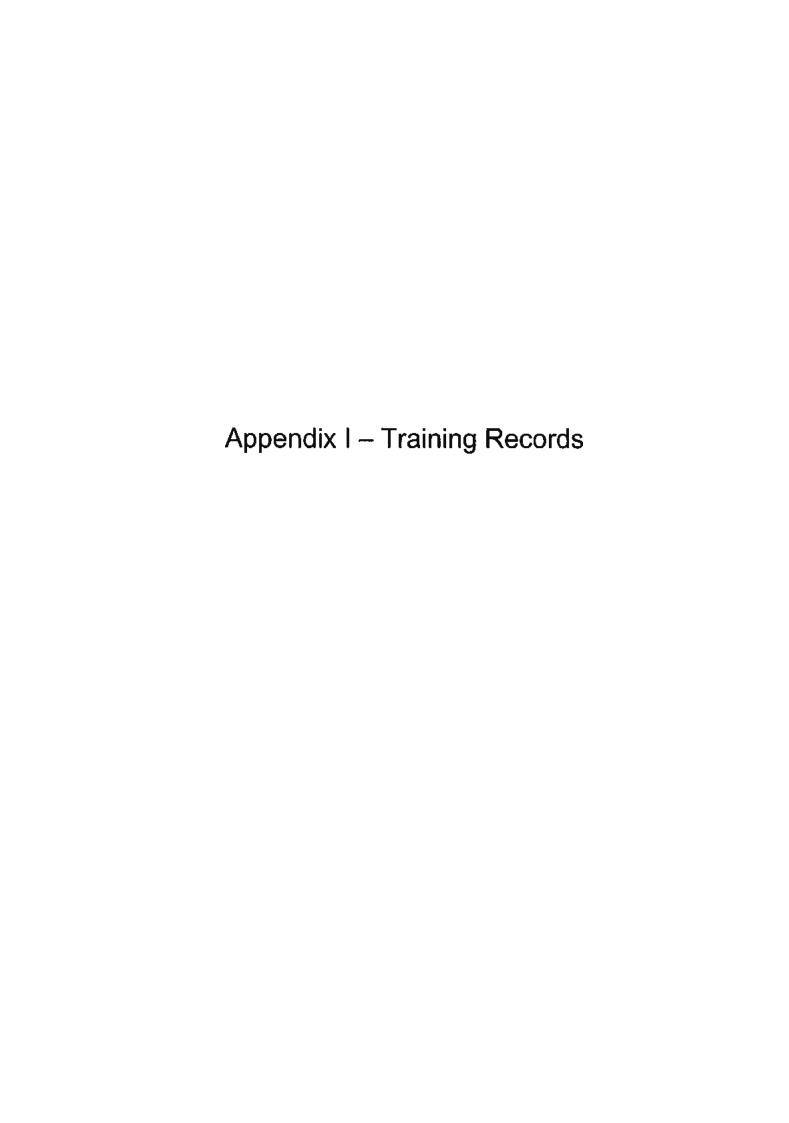
- 16.9. A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:
 - 1. By posting a notice on the municipality's website.
 - 2. By making an announcement on a social media platform, such as Facebook or Twitter.
 - 3. By sending a press release or similar communication to internet, newspaper, radio or television media.
 - 4. By notification through the municipality's police service.
 - 5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

REVIEW OF REGULATION

Review

- 17. (1) The Minister of Transportation shall conduct a review of this Regulation and Ontario Regulation 612/06 (Minimum Maintenance Standards for Highways in the City of Toronto) made under the City of Toronto Act, 2006 every five years. O. Reg. 613/06, s. 2.
- (2) Despite subsection (1), the first review after the completion of the review started before the end of 2007 shall be started five years after the day Ontario Regulation 23/10 is filed. O. Reg. 23/10, s. 11.
 - 18. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 239/02, s. 18.

Back to top





Record of Training

This statement certifies that the below named individual has successfully completed the in-house Winter Operations Training program as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check
- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service policies, practices and procedures
- Identification of Plow Routes including variations for year to year and issues identified along the route
- De-icing chemicals application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

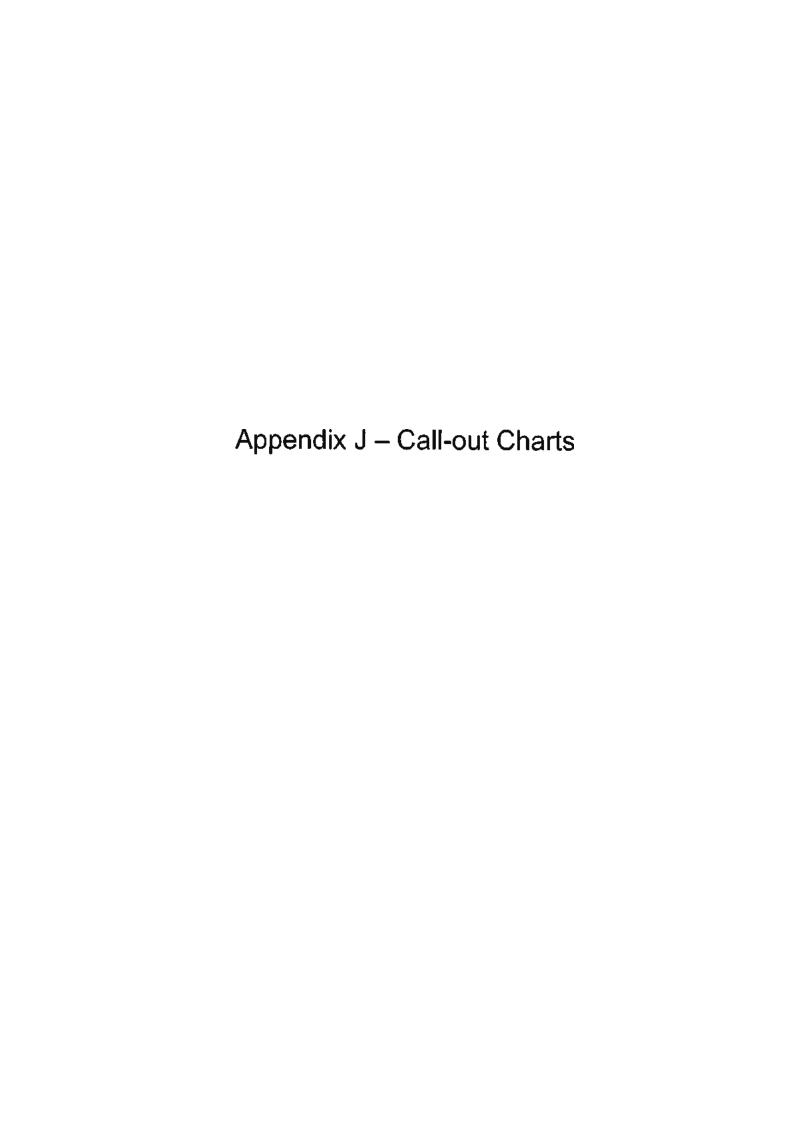
Employee Name (Print)	
Employee Signature	
Date	
Trainer Signature	
Supervisor Signature	



Record of Training - Patrol Person

This certifies that (employee name) has successfully completed the in-house Winter Operations - Night Patroller Training as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.
The Winter Operations - Patroller Training workshop includes the following modules:
 Weather monitoring and forecasting results including: Road Weather Information System, Value Added Meteorological Service, eutectic temperature, pavement temperature, dew point
Winter Schedules
Record Keeping
Health and Safety
 Level of Service - policies, practices and procedures
 Identification of Plow Routes - including variations for year to year and issues identified along the route
 De-icing chemicals - usage, application rates, storage and handling
 Identification of road salt vulnerable areas and the procedures to follow in those areas
Call-out procedures
Emergency contacts
Yard and Equipment maintenance
Employee Name (Print)
Employee Signature
Date of Training
Trainer Signature

Supervisor Signature_____





Call-out Chart "ROADS"

Appendix J – 01 Roads – Call Out Guide

FORECAST		CALL-OL	CALL-OUT RESPONSE	
STORM SEVERITY	CLASS 2	CLASS 3	CLASS 4	CLASS 5
Less than 5 cm	After storm has ended and after becoming aware that the snow accumulation is greater than 5 cm call-out blows and clear the snow within 6 hours.	No requirement for clearing of snow. No call-out of sander unless roads become slippery	No requirement for clearing of snow. No call-out of sander unless roads become slippery	No requirement for clearing of snow. No call-out of sander unless roads become slippery
	No call-out of sander unless roads become slippery			
	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 5 cm.	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 8 cm.	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 8 cm.	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 10 cm.
More than 5 cm	After storm has ended, and after becoming aware that the snow accumulation is greater than 5 cm clear the snow within 6 hours	After storm has ended, and after becoming aware that the snow accumulation is greater than 8 cm clear the snow within 12 hours	After storm has ended, and after becoming aware that the snow accumulation is greater than 8 cm clear the snow within 16 hours	After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm clear the snow within 24 hours
	No call-out of sander unless roads become slippery	No call-out of sander unless roads become slippery.	No call-out of sander unless roads become slippery	No call-out of sander unless roads become slippery
Sleet and freezing rain	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit Call-out sander if road conditions permit Call-out sander if road conditions permit	Call-out sander if road conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.



Call-out Chart "SIDEWALKS"

Appendix J – 02 Sidewalk – Call Out Guide

FORECAST	CALL-OU	CALL-OUT RESPONSE
Storm Severity	Priority 1 - Downtown Areas	Priority 2 - Side Streets
	After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm call-out plows and clear the snow within 24 hours	No requirement for snow cleaning operations.
Up to 10 cm	No calf-out of sander unless sidewalks become slippery	Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.
		No call-out of sander unless sidewalks become slippery
	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 10 cm.	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 15 cm.
More than 10 cm	After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm clear the snow within 24 hours	Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.
	No call-out of sander unless sidewalks become slippery	No call-out of sander unless sidewalks become slippery
Sleet and freezing rain	Call-out sander if sidewalk conditions permit	Call-out sander if sidewalk conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.



Call-out Chart "SNOW REMOVAL"

Appendix J - 03 Snow Removal - Call Out Guide

FORECAST	CALL-OUT	CALL-OUT RESPONSE
Snow Accumulation	Priority 1 - Downtown areas	Priority 2 - Side streets
Up to 60 cm snow bank	No requirement for snow removal operations	No requirement for snow removal operations
	After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than 60 cm, removal operations shall begin.	After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than 120 cm, removal operations shall begin.
	The winter control plan indicates a downtown street removal route numbered from 1 to 21 which suggests an importance level and will be used as a guide to operations.	Intersections will receive service when it is deemed by the road supervisor to pose a hazard to vehicular traffic.
Up to 120 cm snow bank	Up to 120 cm snow bank Due to traffic and pedestrian congestion, this work may be required to be completed during the night shift. Deviation from this will be approved by the Director or his designate.	
	Snow removal in downtown areas will have priority over side streets.	
	It is understood that conditions may occur which temporarity prevent achieving the level of service specified.	
Sleet and freezing rain	Call-out sander if conditions permit	Call-out sander if conditions permit

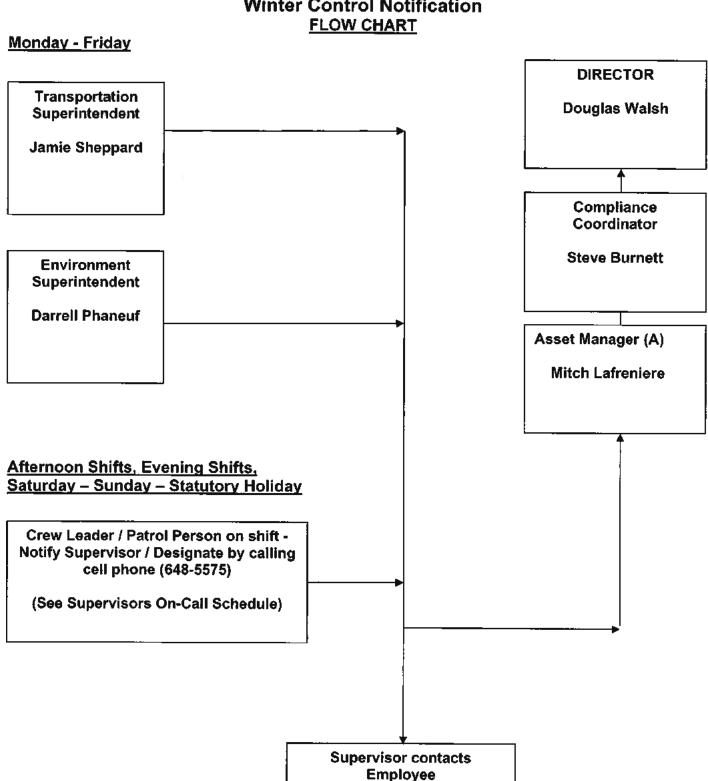
It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

NOTE: One 8 hour night shift removes +/- 2,700 cubic meters of snow

Appendix K – PW Notice Charts

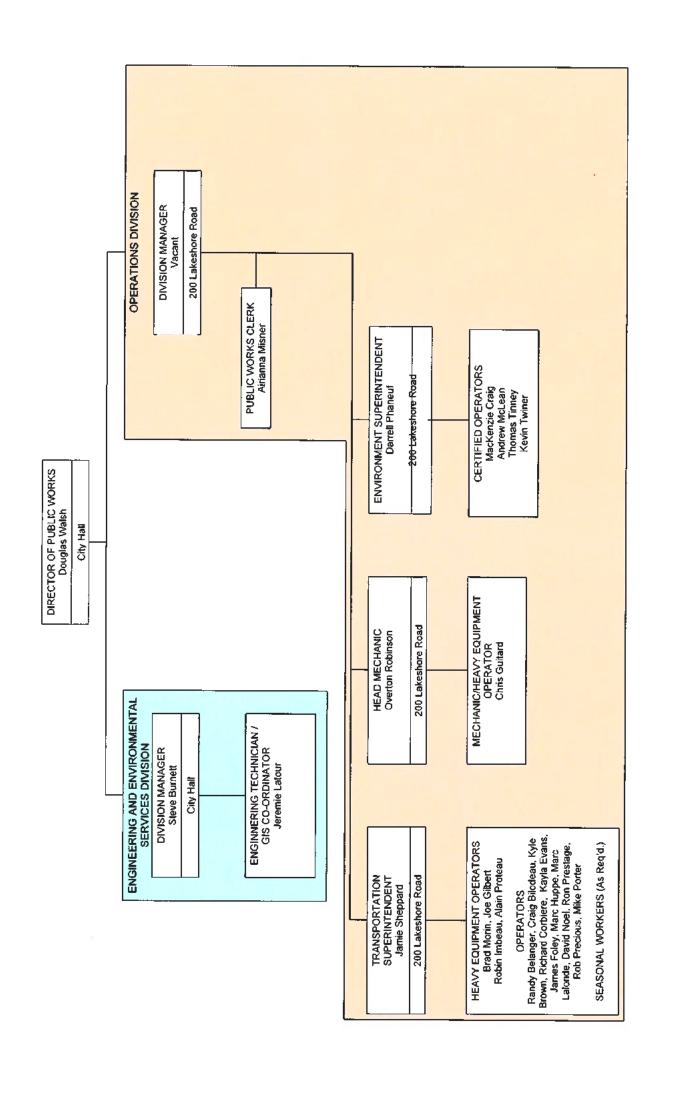
Public Works Department Operations Division

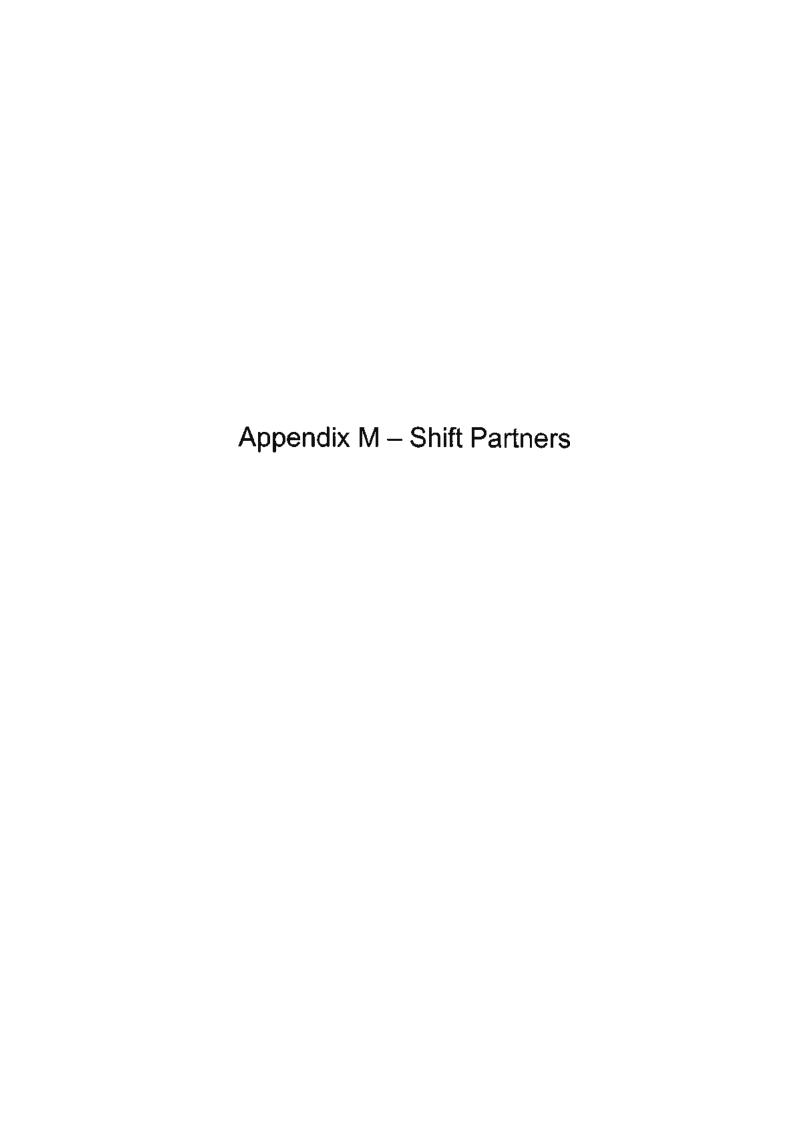
Winter Control Notification



Home phone number See Appendix "O"

Appendix L - PW Org. Chart





City of Temiskaming Shores

	2019 - 20 Winter Operations Plan
Colour description	Shift partners
Crew One	Brad Morin - HEO Dave Noel Ron Prestage Craig Bilodeau Mackenzie Craig W/S
Crew Two	Robin Imbeau - HEO Marc Huppe Kyle Brown Marc Lalonde Kevin Twiner W/S
Crew Three	Al Proteau - HEO Richard Corbiere Randy Belanger Robert Precious Thomas Tinney W/S
Crew Four	Joe Gilbert - HEO Kayla Evans Mike Porter Jim Foley Andrew McLean W/S
Dayshift	Afternoon Patrol - Joe Taylor Oppie Robinson Chris Guitard Airianna Misener Douglas Walsh Steve Burnett Darreil Phaneuf Jamie Sheppard September 16/19

Appendix N – Shift Schedule

2019 -20 Winter Shift Schedule (Crew One)

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2019 -20 Winter Shift Schedule (Crew Four)

2019 -20 Winter Shift Schedule (Supervisor Schedule)

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APPENDIX N

2019 -20 Winter Shift Schedule (Complete Schedule)

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Appendix O – Staff Contact Information (Private & Confidential Information to be available through Clerks office) Appendix P – Telephone System

City of Temiskaming Shores

		Telepho	one Syster	m - Winter	Operations 2019 - 202	0
Item	Dav	Time	Ac Roads	tion W/S		
1					Ill prompt to Press "3" or transfe	omments or automatically to 705-648-5575
		6:31 am to 3:00 pm	648-3998	648-3240	When main line is busy General voice mail Leave a message or press #3 should direct to 648-5575	647-6220 with a message
2	Sunday 11:01 p.m. to Friday 3:00 p.m.	3:01 pm to 11:30 pm	648-	5575	General message system Landfill hours, roads, water to On call "person" Phone voice mails Leave a message or press #3 should direct to 648-5575	message in phone
		11:01 pm to 7:30 am	648-	5575	General message system to On Duly "Night" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
		3:01 pm to 11:30 pm	648-	5575	General message system to On Duty "Day" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
3	Friday 3:01 p.m. to Sunday 11:00 p.m.	11:00 pm to 7:30 am	648-	5575	General message system to On Duty "Night" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
		7:00 am to 3:30 pm	648-	5575	General message system to On Duty "Day" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
4	Secondary Contact	24 Hours per day	622-	2285	Director of Public Works Leave a message if no response	

Appendix Q – MTO – Tem. Shores Agreement

The Corporation of the City of Temiskaming Shores By-law No. 2017-046

Being a by-law to enter into a Winter Maintenance Agreement with the Province of Ontario (Ministry of Transportation Ontario) – Highway 11B (Coleman Twp.) and Mowat Landing Road

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

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

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

And whereas under Section 22 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may provide a system that it would otherwise not have power to provide outside its boundaries in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

And whereas Council considered Memo No. 003-2017-PW at the March 21, 2017 Regular Council meeting of Council and directed staff to prepare the necessary by-law to enter into a Winter Maintenance Agreement with the Ministry of Transportation Ontario for consideration at the March 21, 2017 Regular Council meeting;

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

- That the Mayor and Clerk be hereby authorized to enter into an agreement with the Province of Ontario (Ministry of Transportation Ontario) for Winter Maintenance Services, copy of which attached hereto as Schedule "A" and forming a part of this by-law.
- 2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

Read first, second and third time and finally passed this 21st day of March, 2017.

Mayor - Carman Kidd

Clerk - David B. Treen

This Agreement for winter maintenance services made this 21st day of March, 2017.

Between:

Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation,

(Hereinafter called the "Ministry").

And:

The Corporation of the Municipality of Temiskaming Shores

(Hereinafter called the "Municipality").

Whereas the highway commonly known as Highway 11B (collectively referred to as, "Road") located within the Twp. of Coleman and described in Schedule "A" attached hereto and forming part of this Agreement is presently a highway under the jurisdiction and control of the Ministry;

And whereas the Municipality has offered to carry out winter maintenance services on the Road;

And whereas the Ministry has agreed to accept the Municipality's offer upon the mutually agreed upon terms and conditions as set out herein.

Now therefore this Agreement witnesses that in consideration of the covenants and premises in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the Ministry and the Municipality agree as follows:

- 1. In this Agreement,
 - (a) "Area Engineer" means the Ministry's Area Contracts Engineer for the New Liskeard Area.
- The Municipality agrees to provide winter maintenance services on the Road in accordance with this Agreement from the execution of this Agreement until this Agreement is terminated or the earlier termination of this Agreement by either party upon 60 days prior written notice or on such other date as the Parties may agree in writing.
- 3. The Municipality shall carry out the winter maintenance services described in Schedule "A" at the level of service specified therein, both of which may from time to time be amended by the parties or which may be amended upon the direction of the Area Engineer.
- 4. The Municipality shall supply all necessary labour, materials and equipment required to carry out such winter maintenance services in accordance with the Ministry's winter maintenance standards.

- In lieu of monetary compensation, the Ministry agrees to undertake the winter maintenance on a section of the Municipality's Road known as Mowat's Landing Road (Highway 558) for approximately 3.1 km from Highway 11 to Pipeline Road (start of Highway 558) in accordance with Appendix 01.
- 6. The Municipality shall keep separate and detailed records of the material usage (i.e. salt and sand) for winter maintenance services pursuant to this Agreement and make these records available for examination by the Ministry upon request for a 24-month period from the termination date of this Agreement.
- 7. The Municipality will report the work completed for winter maintenance services to the Area Engineer in a manner consistent with the Ministry's maintenance management system that the Ministry shall explain to the Municipality prior to and at the time of the execution of this Agreement.
- 8. For greater clarity, the Municipality understands and agrees that the maintenance management system includes performance measures and outcome targets in respect of winter maintenance services that are specifically set out in the Ministry's Performance Requirement 2002 Winter Maintenance ("Winter Maintenance Standards"). The Municipality acknowledges that it has been given a copy of the Winter Maintenance Standards and that these standards shall be incorporated into this Agreement by this reference.
- The Municipality shall carry out the winter maintenance services for the term of this Agreement commencing September 22, 2017, and terminating on April 22, 2018.
- 10. The winter maintenance season designated by the Area Engineer shall commence for the term of this Agreement on September 22 and terminate on April 22.
- 11. The Ministry may audit the Municipality for its performance of the Winter Maintenance Standards.
- 12. The Municipality shall indemnify and save harmless the Minister from any losses, costs, damages, suits, or expenses arising out of or connected with the performance of the winter maintenance services contemplated by this Agreement and attributable to the negligence of the Municipality or any person for whom the Municipality is responsible at law.
- 13. The Municipality shall maintain, in full force and effect, adequate liability insurance at all times throughout the term of this Agreement and such insurance shall include the following:
 - (a) commercial general liability insurance with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence against the risk of injury, loss or damage to the person(s) or property of others:
 - (b) road liability insurance; and,

- (c) automobile liability insurance for both owned and non-owned vehicles with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence for bodily injury, death and damage to property.
- 14. All insurance policies shall include:
 - (a) Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation as an additional insured, but only in respect of services performed under this Agreement on behalf of the Ministry;
 - (b) the policy of general liability insurance shall contain a cross liability clause endorsement; and,
 - (c) the Municipality shall provide the Area Engineer with proof of insurance upon request.
- 15. The Municipality shall incorporate in its contract(s), if any, for the hired equipment or any other contract(s) to perform the winter maintenance services, which shall operate or work on the Roads, under the supervision of the Municipality during the term of this Agreement, the requirement that the contractor indemnify the Ministry and the Municipality to at least the same extent or better as provided by the Municipality to the Ministry pursuant to this Agreement. As well, the Municipality shall be responsible for calling out such contractor(s) and for making payment directly thereto and resolving any and all liens in respect of such services.
- 16. Any notice or other written communication intended for the Ministry shall be effectively given if sent by ordinary mail or other appropriate means of delivery to the Area Engineer at 437 McKeown Avenue, North Bay, Ont. P1B 9E4
- 17. Any notice or other written communication intended for the Municipality shall be effectively given and sent by ordinary mail or other appropriate means of delivery to the Municipality of Temiskaming Shores, at 325 Farr Drive Haileybury, Ontario, POJ 1K0
- 18. The Municipality covenants that it has the statutory authority to enter into this Agreement and warrants that it has done all acts necessary to authorize it to do so.
- 19. The Ministry or the Municipality shall have the right to terminate this Agreement by giving sixty (60) days prior written notice to the other party.

In witness whereof the Minister of Transportation by delegation has hereunto set his hand and seal and the Municipality has caused its corporate seal to be affixed hereto attested by the hands of its Mayor and Clerk.

Signed and Sealed at Temiskaming Shores, this 21st day of March, 2017.

The Corporation of the Municipality of Temiskaming Shores

Mayor – Carman Kidd

Clerk - David B. Treen

Signed at North Bay, this 19 day of April , 201

Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation

f. sorage

April 19, 2017

Appendix 01 - Winter and Summer Maintenance Services

For greater clarity in this Schedule and the Agreement, Highway 11B and Mowat's Landing Road are described as follows:

Road Name	Road Limits	Maintenance Class
Highway 11B	From ONR overpass bridge to Temiskaming Shores south limit	3
Mowat's Landing Road	From Highway 11 westerly to Pipeline road (beginning of Highway 558)	5

Winter Maintenance Services

The Municipality hereby agrees to provide such winter maintenance services for the Roads described herein such that it meets or exceeds the following levels of service:

Highway 11B shall be serviced at a Class 3 service level minimum, such level of service to achieve bare pavement within 24 hours after the end of the winter storm event and be maintained until conditions permit baring the pavement to full width during the term of this Agreement.

Mowat's Landing Road shall be serviced at a Class 5 service level minimum, such level of service to achieve snow pack conditions within 24 hours after the end of the winter storm event during the term of this Agreement.

For greater clarity,

- 1. Snow clearing shall include:
 - (a) plowing;
 - (b) winging back;
 - (c) snow removal;
- 2. Sanding shall include:
 - (a) spreading of sand on road surfaces;
 - (b) stockpiling;
 - (c) loading.
- 3. Salting shall include:
 - (a) spreading of salt on pavements;
 - (b) stockpiling; and
 - (c) loading.

In addition to the above, the Municipality shall perform such other winter maintenance services as may be agreed upon by the Parties from time to time.

The Corporation of the City of Temiskaming Shores By-law No. 2018-086

Being a by-law to amend By-law No. 2017-046 being a by-law to enter into a Winter Maintenance Agreement with the Province of Ontario (Ministry of Transportation Ontario) – Highway 11B (Coleman Twp.) and Mowat Landing Road

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

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

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

And whereas under Section 22 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may provide a system that it would otherwise not have power to provide outside its boundaries in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

And whereas Council considered Memo No. 020-2018-CS at the May 15, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2017-046 being a Winter Maintenance Agreement with the Ministry of Transportation Ontario to extend the agreement until April 2022 for consideration at the May 15, 2018 Regular Council meeting;

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

1. That Article 9 of Schedule "A" to By-law No. 2017-046 be deleted and replaced with the following:

The Municipality shall carry out the winter maintenance services for the term of this Agreement commencing September 22, 2018, and terminating on June 15, 2022.

2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law. Read first, second and third time and finally passed this 15th, day of May, 2018.

Mayor - Carman Kidd

Clerk - David B. Treen

The Corporation of the City of Temiskaming Shores By-law No. 2019-162

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 October 1, 2019

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

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

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

And whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

- That the actions of the Council at its Regular meeting held on October 1, 2019 with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
- 2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 1st day of October, 2019.

Mayor – Carman Kidd	
Clerk – David B. Treen	

Background for Temiskaming Shores Seniors Housing Project

Presented to council October 1st, 2019 by Jan Edwards

- Zone K1 Veterans Home Board started discussing adding new Market units totheir building, or constructing a new facility comprised of approximately 30 units. They received CMHC funding to complete a needs study for Haileybury.
- 2015: NLNPH on Market Street also got funding for a needs study for New Liskeard, which was completed by Keith Harriman and Associates. This board started discussing locations for a 40 unit addition to their facility.
- 2016-17: Both boards eventually found that building these smaller units, was not feasible without huge grants, which were not available at the time.
- 2017-18: Members of both boards decided that it was more feasible to join together to construct a larger facility for the region. We toured a new Seniors Home in Cochrane, built by CGV Developments, and started discussions with them. Late in 2017 the Federal government announced the National Co-Investment Fund, to develop new social housing, which we applied for.
- 2018: Our members from both seniors' homes incorporated as the TSSHC, assisted by a \$5000. grant from the city, and the services of Lisa Neil. We worked with CGV and their engineer/architects; JL Richards throughout the year, finalizing details on a 68 unit apartment building. Different sites were looked at within the City, with the Grant Drive location, most meeting our needs. Soil test were done and the proposed four story building got redesigned to a large single story building. We received in-kind support in principal, from the City by way of Resolution 218-322, providing the following:

Total in-kind value of	\$330,215
Waving the Building Permit fees estimated at	\$65,000
Waving the Zoning By-Law Amendment fees estimated at	\$1,000
Waiving the Site Plan Control fees estimated at	\$600
Installation of Water and Sanitary services to the lot line	\$17,500
Donation of Grant Drive property valued at	\$216,115

Plus the Implementation of a Property Tax Rebate Program (Municipal Portion Only) over five years.

Year One- Approx.	\$255,420
Year Two- Approx.	\$255,420

 Year Three- Approx.
 \$178,794

 Year Four- Approx.
 \$153,252

 Year Five- Approx.
 \$63,089

 Total
 \$905,975

2019: In January, we signed a Fixed Price/Turn Key Development agreement with CGV for \$16,117,400. Plus HST. This was all pending receiving suitable financing. We have continued to forward reports and detailed information to CMHC throughout the year.

Rezoning has been completed.

The property on Grant Drive has been transferred to TSSHC.

Site Plan Control Agreement to be passed by Council Oct. 1st, 2019

Oct. 1st, 2019: Project cost of \$16,117,400

Plus non-refundable HST of \$386,975

Total Cost of \$16,504,375

We have received approval for total funding in grants and mortgages of \$15,833,538.

Leaving us a shortfall of \$670,837. In construction financing, which we plan to raise in a fundraising drive, over the next few months. These funds have been guaranteed by a private source, in case we cannot reach our fundraising target, for some unforeseen reason

We are not requesting any assistance from the City towards this Shortfall.

Although most funding is secured by a first mortgage, there remains a bank mortgage in the amount of \$2,152,694. that is not secured at this point. The loan has a 30 year term, with a 10 year term interest of 3.84%.

The Ask:

We are asking whether the City would be willing to guarantee this mortgage, until the TSSHC can build up enough equity, to enable the bank to release the City's guarantee.

Benefits to the Community

- ▶ 68 new seniors apartments available for rent, eliminating current 8 – 10 year wait lists.
- These units will assist with retaining our seniors in our own community.
- These units will attract new residents to our area, paying taxes as we develop a seniors-friendly retirement community.
- Local construction jobs and materials purchased locally.
- New tax revenue for the city, ramping up to approximately \$255,000 per year, by year five.