



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, February 18, 2020
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Agenda

1. **Call to Order**

2. **Roll Call**

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

4. **Approval of Agenda**

Draft Motion

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

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

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

Draft Motion

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

- a) Regular meeting of Council – February 4, 2020;

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

10. **Communications**

- a) Fred Paoletti, Resident

Re: Maintenance Concerns – Take the Lake Tour

Reference: Referred to the Economic Development Officer

- b) Dan O'Mara, Mayor – Town of Temagami

Re: Support – Broadband Networks

Reference: Received for Information

- c) Norman Koch, Chair – Temiskaming Federation of Agriculture

Re: Support – Bill 168, Security from Trespass

Reference: Received for Information

- d) Rhonda Latendresse, Executive Director – Seizure & Brain Injury Centre
Re: Proclamation – March as Epilepsy Month
Reference: Motion to be presented under New Business

- e) Danny Whalen, President – Federation of Northern Ontario Municipalities
Re: Invitation – FONOM Conference in Timmins
Reference: Received for Information

- f) Michael Jacek, Senior Advisor – Association of Municipalities of Ontario
Re: Cannabis Consultations – Public Health & Emergency Health Services
Reference: Received for Information

- g) Craig Reid, Senior Advisor – Association of Municipalities of Ontario
Re: Cannabis Consumption Venues & Special Occasion Permits
Reference: Received for Information

- h) Jennifer Keyes, Director Policy Branch – Ministry of Natural Resources and Forestry
Re: Proposed Changes – Aggregate Extraction
Reference: Received for Information

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 Mayors Action Group meeting held on February 8, 2020.

12. Committees of Council – Internal Departments

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Corporate Services – Print Advertising – Community Bulletin

The following Resolution was tabled at the January 28, 2020 Special Council meeting.

Resolution No. 2020-088

Moved By: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores approves the budget changes as presented by the City Manager at the January 16, 2020 Special Council meeting as follows:

- A reduction in the expenditure for print advertising within the Corporate Services Operational Budget in the amount of **\$9,871** resulting in an allocation of **\$15,264** by converting the Temiskaming Shores Community Bulletin from a weekly publication to a monthly publication.

b) Corporate Services – Radio Advertising – Contract with CJTT 104.5 FM

The following Resolution was tabled at the January 28, 2020 Special Council meeting.

Resolution No. 2020-089

Moved By: Councillor Whalen
Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores approves the budget changes as presented by the City Manager at the January 16, 2020 Special Council meeting as follows:

- Negotiation of a new contract with CJTT 104.5 FM Radio for radio advertising to a maximum amount of **\$15,264** within the Corporate Services Operational Budget resulting in a reduction in the expenditure for Radio Advertising in the amount of **\$10,766**.

c) Proclamation - March as Epilepsy Month

Draft Motion

Whereas 1 in 100 people have epilepsy, but many don't reveal their health status to others in their lives due to the stigma surrounding the condition; and

Whereas the Seizure & Brain Injury Centre encourages all citizens to wear a lavender ribbon in support of epilepsy and promotes March 26th as "*Purple Day for Epilepsy*".

Now therefore be it resolved that Council of the City of Temiskaming Shores does hereby proclaims March as "***Epilepsy Awareness Month***" in the City of Temiskaming Shores; and

Further that Council declares March 26th, 2019 as "***Purple Day for Epilepsy***" in the City of Temiskaming Shores.

d) Administrative Report No. CS-003-2020 – Site Plan Control Agreement – Pedersen Materials Ltd. 144 Drive In Theatre Road

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-003-2020;

That Council agrees to enter into a Site Plan Agreement with Pedersen Materials Ltd. for Part North Half Lot 9, Concession 3, Dymond; Parts 1 and 3 of 54R5247; 144 Drive in Theatre Road, Temiskaming Shores; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with Pedersen Materials Ltd. for consideration during the by-law portion of the February 18, 2020 Regular Council meeting.

e) Administrative Report No. CS-004-2020 – Site Plan Control Agreement – OMAFRA – 883280 Highway 65 E Agronomy Lab

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-004-2020; and

That Council agrees to enter into a Site Plan Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs for Part of Lot 9, Concession 2, Dymond Township; 883280 Highway 65 E, Temiskaming Shores; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs for consideration during the by-law portion of the February 4, 2020 Regular Council meeting.

f) Administrative Report No. CS-005-2020 – Land Sale – Part 1 on Plan 54R-6135 – Mark & Carol Wilson

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-005-2020;

That Council directs staff to prepare the necessary by-law for the stopping up and closing of a portion of Glenhill Road being Part 1 on Plan 54R-6135 for consideration at the February 18, 2020 Regular Council meeting;

That Council directs staff upon adoption to have said by-law registered at the Land Registry Office; and

That Council directs staff to prepare the necessary by-law to enter into an Offer of Purchase and Agreement between the City of Temiskaming Shores as Vendor and Mark and Carol Wilson as Purchasers for Part 1 on Plan 54R-6135 in the amount of \$8,867.00 plus applicable taxes and associated all costs (legal, survey, registration, etc.) in accordance with By-law No. 2015-160 for consideration at the February 18, 2020 Regular Council meeting.

g) Administrative Report No. CS-006-2020 – Part Lot Control – 2373775 Ontario Inc. – Beach Gardens

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-006-2020; and

That Council directs staff to prepare the necessary by-law to remove part lot control and the lands described as Part of PIN 61339-0129, Part of Block C PL M79NB, Parts 4, 7, 8, 13 to 33, 37 to 39, PL 54R6121; and Part of PIN 61339-0127, Part of Lot 5, PL M79NB Parts 9 to 12, 45, PL 54R6121; Temiskaming Shores; District of Timiskaming for consideration during the by-law portion of the February 18, 2020 Regular Council meeting.

h) Memo No. 003-2020-PW – Acceptance of Recycling Materials from the Township of Harris

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 003-2020-PW; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Township of Harris for the acceptance of recyclable material at the Spoke Transfer station for consideration at the February 18, 2020 Regular Council meeting.

i) Administrative Report No. PW-003-2020 – Agt. EXP Contract Administration – Phase 2 & 3 Dymond Water Looping Project

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-003-2020, more specifically Appendix 01 - EXP Contract Administration proposal;

That as outlined in By-law No. 2017-015, *Procurement Policy, Section 10*, Council approves to waive the tendering procedure and award the Contract Administration services related to the construction of Phase 2 & 3 of the Dymond Looping Project to EXP based on the justification as outlined in Appendix 02; and

That Council directs Staff to prepare the necessary Purchase Order in the amount \$57,680.00 plus HST.

j) Memo No. 002-2020-RS – Canadian Dermatology Association Shade Structure Grant Application

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2020-RS; and

That Council authorizes staff to submit a funding application to the Canadian Dermatology Association for financial assistance under the Shade Structure Grant Program for proposed shading at the Rotary Park Splash Pad.

k) Administrative Report No. RS-001-2020 – City of Temiskaming Shores Age Friendly Program

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-001-2020; and

That Council directs staff to continue the Age Friendly Program as-is until at least the end of 2021 and that staff complete a full program review in Q1 of 2022.

l) Administrative Report No. CS-007-2020 – Appointment of Committee members - City of Temiskaming Shores Public Library Board

Report to be provided at Council meeting

16. **By-laws**

Draft Motion

Be it resolved that:

By-law No. 2020-015 Being a by-law to authorize the execution of a Site Plan Control Agreement with Pedersen Materials Ltd. for Part North Half Lot 9, Concession 3, Dymond; 144 Drive in Theatre Road, Temiskaming Shores

By-law No. 2020-016 Being a by-law to authorize the execution of a Site Plan Control Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs for Part of Lot 9, Concession 2, Dymond Township; 883280 Highway 65 E, Temiskaming Shores

By-law No. 2020-017 Being a by-law to enter into an agreement with the Township of Harris for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2020-018 Being a by-law to Stop up and Close a Highway – a portion of Glenhill Road being Part 1 on Plan 54R-6135

By-law No. 2020-019 Being a by-law to authorize the Sale of Land to Mark and Carol Wilson being Part 1 on Plan 54R-6135

By-law No. 2020-020 Being a by-law to remove Part Lot Control from Parts of Block C and Lot 5, PL M79NB, Temiskaming Shores

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that

By-law No. 2020-015;

By-law No. 2020-016;

By-law No. 2020-017;

By-law No. 2020-018;

By-law No. 2020-019; and

By-law No. 2020-020

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, March 3, 2020 at 6:00 p.m.

b) Regular – Tuesday, March 17, 2020 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

a) Adoption of the January 7, 2020 – Closed Session Minutes

b) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed or pending acquisition or disposition of land by the municipality or local board – Temiskaming Shores Public Library (Haileybury Branch);

Draft Motion

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

Matters from Closed Session:

a) Adoption of the January 7, 2020 Closed Session Minutes

Draft Motion

Be it resolved that Council approves the January 7, 2020 Closed Session Minutes as printed.

b) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed or pending acquisition or disposition of land by the municipality or local board – Temiskaming Shores Public Library (Haileybury Branch);

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2020-021 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 **February 18, 2020** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2020-021 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

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

Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, February 4, 2020
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive**

Minutes

1. Call to Order

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

2. Roll Call

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

Present: David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Mathew Bahm, Director of Recreation
Laura-Lee MacLeod, Treasurer
Tim Uttley, Fire Chief
Rebecca Hunt, Library CEO

Regrets: Councillor Foley

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

Members of the Public Present: 9

3. Review of Revisions or Deletions to Agenda

None.

4. Approval of Agenda

Resolution No. 2020-115

Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None.

6. Review and adoption of Council Minutes

Resolution No. 2020-116

Moved by: Councillor Hewitt
Seconded by: Councillor Laferriere

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

- a) Regular meeting of Council – January 7, 2020;
- b) Special meeting of Council – January 8, 2020;
- c) Special meeting of Council – January 9, 2020;
- d) Special meeting of Council – January 14, 2020;
- e) Special meeting of Council – January 15, 2020;
- f) Special meeting of Council – January 16, 2020; and
- g) Special meeting of Council – January 28, 2020.

Carried

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

None.

8. Question and Answer Period

None.

9. Presentations / Delegations

- a) Einas Makki, Splashpad Committee Chair - Rotary Club of Temiskaming Shores

Re: Donation to the Splash Pad project

Einas Makki presented Mayor Kidd with a cheque in the amount of \$10,000 towards the Splash Pad project.

- b) Laura-Lee MacLeod, Treasurer

Re: 2020 Municipal Budget

Treasurer, Laura-Lee MacLeod utilizing excel outlined that at the January 8th Special meeting of Council based on the preliminary budget review a 5.2% increase to the Tax Levy for Operations was anticipated and subsequently Council provided staff with a 2% target. Additional five (5) more special meetings of Council were held at which Council adopted various resolutions based on proposed changes all of which were incorporated into the budget. The current operating budget has been reduced resulting in an overall Tax Levy increase for Operations of 1.8%, being less than the 2% target.

Council inquired about the status of the resolutions related to proposed amendments to the media contracts (i.e. Radio and Newspaper). It was noted there have been no budget reductions related to the media contracts.

Councillor Whalen inquired as about the social services items, specifically the Health Unit increase of 10% as Council was not provided with any math as to the rationale. Mayor Kidd responded that the Province has provided \$500,000 in mitigation funding in 2020 to offset the increases (downloading) as well as a Provincial resolution that Health Units could not increase any municipal contribution by more than 10%.

Councilor Whalen inquired with Chair of the Health Unit, Carman Kidd as to which services were reviewed to decrease the impact of the downloading, as he understands some Health Units are proposing as low as a 2% increase, what is the justification for the 10%. Mayor Kidd responded that Timiskaming Health Unit will be maintaining the same level of service and staffing levels.

Councillor Hewitt indicated that municipal staff has been asked to review budgets and look for savings and efficiencies, how can the Health Unit justify a 10% increase. Mayor Kidd indicated that a large amount of money has been returned to the municipalities knowing they would be looking at a 10% increase

and that this is the first increase to municipalities in nine years and is basically being used to offset the 70-30 split that is being downloaded to the Health Unit.

Councillor Whalen indicated that the average per capita funding for public health units is \$47.72, the Timiskaming Health Unit is getting \$3.97 and inquired if the Board is taking any action to address the difference. Mayor Kidd responded that the difference has not been addressed.

Laura-Lee continued with the operational budget presentation, more specific to the external expenses such as policing and social services. Councillor McArthur inquired if the three (3) potential retirements (potential savings) were incorporated into the budget. Laura responded that wages are always budgeted at job rate, 80-80% of employees are at job rate.

Laura reviewed the general operations based on three increase scenarios (2%, 2.5%, 3%); once the general operations and previously committed capital financing there would be \$1.013 M, 1.080 M and \$1.147M available for Capital projects respectively. Laura-Lee illustrated some tax scenarios based on an average house assessment of \$225,000, a 2% water/wastewater increase for the 2%, 2.5% and a 3% increase scenarios. The annual impact to the ratepayer would be \$74.96 (2%); \$87.56 (2.5%) and \$99.46 (3%).

Utilizing excel, Laura outlined that based on the current approved capital budget less funding, borrowing and reserves the City's still has capital requirement needs for 2020 of \$2,547,145 to finance, with the 2% tax levy (\$1.013 M for capital) there would be a shortfall of \$1.5M. Laura outlined she is seeking Council's appetite (targets) for a Capital Levy, borrowing limits, capital financing repayment and by knowing these targets, staff could create a financing plan.

Councillor Laferriere outlined that the Capital program is for \$7.1 M in projects, funding for \$3.3 M and the City is funding \$3.8M, is \$7.1M the right amount, with a 2% increase the shortfall is \$1.5M, where is that money coming from (i.e. taxpayers, borrowing, reserves) perhaps a second review of proposed capital projects is required.

Laura-Lee reviewed the Environmental Capital projects with Council being the Dymond Water Looping (Phase 2 & 3) as well as the Haileybury Wastewater Treatment Plant Rehabilitation in the amount of \$2.5 M and with pending funding and borrowing, a City cost of \$525,233.

Council deliberated on the various capital programs for 2020 and were concerned that there is insufficient information to making a final decision on capital programs.

Resolution No. 2020-117

Moved by: Councillor Laferriere
 Seconded by: Councillor McArthur

That Council for the City of Temiskaming Shores hereby acknowledges the 2020 Municipal Operating Budget presentation at the February 4, 2020 Regular Council meeting;

That Council hereby adopts in principal its 2020 Municipal Operating Budget utilizing a 1.8% increase to the Municipal Tax Levy for operations and an increase to the Water/Wastewater Rates utilizing a 2.0% increase; and

That Council hereby adopts, in principal, the 2020 General Operating Budget estimates as follows:

Department	Net Budget Estimates
General Government	\$ 161,871
Policing	2,301,258
Health & Social Services	2,746,135
Fire & Emergency Management	574,801
Economic Development	316,870
Administration	2,265,419
Recreation	1,554,989
Public Works	4,620,494
Transit	176,477
Libraries	377,178
Capital Financing	874,603
OMPF	(3,266,100)
Net Municipal Operations	\$12,703,995

Defeated

Recorded Vote

For Motion
 Mayor Kidd
 Councillor McArthur
 Councillor Laferriere

Against Motion
 Councillor Hewitt
 Councillor Jelly
 Councillor Whalen

2020 Municipal Capital Budget

Resolution No. 2020-118

Moved by: Councillor Hewitt
Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores hereby adopts, in principal, the 2020 Environmental Capital Budget as follows:

Department	Budget Estimates
Environmental Projects	\$2,500,000

Carried

10. Communications

- a) Roxanne St. Germain, Animal Control Officer – Temiskaming Shores & Area Animal Services

Re: Request to waive fees – Fundraising Dinner

Reference: Referred to Recreation Committee

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

Re: Infrastructure and Court Security Funding News

Reference: Referred to Police Services Board

- c) Association of Municipalities Ontario

Re: Frequency Foundry Digital CRM Pilot for Small Municipalities - Submissions

Reference: Referred to IT Administrator

- d) Mathew Wilson, Senior Advisor – Association of Municipalities Ontario

Re: Consultation on re-composition of OPP Detachment Boards

Reference: Referred to Police Services Board

- e) Kelly Black, CAO, - District of Timiskaming Social Services Administration Board

Re: Community Safety and Well Being Plans

Reference: Referred to City Manager

- f) Dianne Gould-Brown, City Clerk – City of Sarnia

Re: Support – OPG Deep Geologic Repository Project

Reference: Received for Information

- g) Peggy Johnson, Secretary Treasurer – Rainy River District Municipal Association

Re: Support – Property Taxation – Railway Right-of-Ways

Reference: Received for Information

- h) Amie J. Dimatteo, Director General - FedNor

Re: Funding Denial – Water Looping Project

Reference: Received for Information

- i) Todd Smith, Minister – Ministry of Children, Community and Social Services

Re: Survey – Poverty Reduction Strategy

Reference: Received for Information

Resolution No. 2020-119

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2020-120

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

- a) Minutes of the Timiskaming Health Unit Board of Health meeting held on September 11, 2019;
- b) Minutes of the Temiskaming Municipal Association meeting held on November 28, 2019;
- c) November 2019 Earleton-Timiskaming Regional Airport Activity Report;
- d) Minutes of the Earleton-Timiskaming Regional Airport meeting held on November 21, 2019;
- e) December 2019 Earleton-Timiskaming Regional Airport Activity Report;
- f) Minutes of the Temiskaming Transit Committee meeting held on December 2, 2019; and
- g) Minutes of the City of Temiskaming Shores Accessibility Advisory Committee meeting held on November 20, 2019.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2020-121

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

- a) Minutes of the Recreation Services Committee meeting held on December 16, 2019;
- b) Minutes of the Building Maintenance Committee meeting held on November 14, 2019;
- c) Minutes of the Public Works Committee meeting held on November 14, 2019;

- d) Minutes of the Corporate Services Committee meeting held on November 25, 2019; and
- e) Minutes of the Protection to Persons and Property Committee meeting held on December 12, 2019.

Carried

13. Reports by Members of Council

Councillor McArthur reported on the following:

- ACFO: attended the annual banquet on January 25, 2020 on behalf of Mayor Kidd which honored two individuals for their time and effort towards this organization.

Councillor Whalen reported on the following:

- ROMA: attended the 2020 ROMA conference and supplied a written report to members of Council.
- Harbours: Anticipate meeting on Thursday at Queen's Park and hopes to bring up the issue of inland harbours (Hlby Marina).
- Library: Inquired if Mayor Kidd had an opportunity to speak with Reeve Craig (Hudson Twp.) in regards to library contract. Mayor Kidd responded that Reeve Craig stated that many residents have property in Temiskaming Shores, thus have access to our library services already as well as upgrades to their own library services.

Councillor Jelly reported on the following:

- OAPSB: Attended meeting on January 29, 2020 on Strategic Planning followed by an OPP summit on the 30th, well attended with over 100 municipalities represented. The meeting discussed OPP detachment Boards and they have recognized that are special needs in Northern Ontario and will be commencing round table discussion in the north in late February. There is also a better understanding of issues around unincorporated townships.
- ROMA: attended 2020 conference, participated in the Health Services and EMS discussions, potential for ambulance drivers to do medical calls, routine calls designed to keep people at their homes – rather than going to emergency rooms.

Councillor Laferriere reported on the following:

- Provincial Curling Championships: Congratulations to the organizing committee, volunteers and municipal staff that did volunteer. The ability to have

that level of curling in our community is unbelievable. The work to transform the hockey rink to a curling club and back was enormous. Mayor Kidd echoed Councillor Laferriere's comments.

Mayor Kidd reported on the following:

- ROMA: attended 2020 conference, the only real announcement of funding is the reintroduction of the Rural Economic Development (RED) program.
- Broadband: Town of Temagami is hosting a broad band information session at Riverside Place this Thursday (Feb 6) from 12:30 to 3:30 to discuss areas underserved as well as potential funding opportunities.

14. **Notice of Motions**

None.

15. **New Business**

a) **January to December 2019 Year-to-Date – Capital Financial Report**

Resolution No. 2020-122

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

Carried

b) **Administrative Report No. CS-001-2020 – Health and Safety Policy and Program**

Resolution No. 2020-123

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-001-2020; and

That Council confirms it has reviewed the City of Temiskaming Shores Health and Safety Policy and Guidelines for the Structure and Function of the Joint Health and Safety Committee in accordance with the Occupational Health and Safety Act; and

That Council acknowledges that the Temiskaming Shores Joint Health and Safety Committee (TSJHSC) will continue to operate under the requirements of the Occupational Health and Safety Act.

Carried

c) Administrative Report No. CS-002-2020 – Land Disposal – Roland and Raymond – RK Breau Holdings Inc.

Resolution No. 2020-124

Moved By: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-002-2020; and

That Council directs staff to prepare the necessary by-law to enter into an agreement between the City of Temiskaming Shores as Vendor and RK Breau Holdings Inc. (Roger Breau) as Purchaser for Parts 1 & 3 on Plan 54R-6002 and Part 1 on Plan 54R-6131 in the amount of \$140,413.00 in accordance with By-law No. 2015-160, as amended for consideration at the February 4, 2020 Regular Council meeting.

Carried

d) Administrative Report PPP-003-2020 – Appointment of Volunteer Officers and Firefighters

Resolution No. 2020-125

Moved By: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report PPP-003-2020; and

That Council hereby appoints Michel Laberge as Volunteer Deputy District Chief, Greg Drinkill as Volunteer Captain, and Henri Gravel as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

Carried

e) Memo No. 001-2020-PW – Amendment to By-law No. 2017-070 – Automotive Materials Stewardship

Resolution No. 2020-126

Moved By: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2020-PW; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2017-070 being a by-law with Automotive Materials Stewardship for consideration at the February 4, 2020 Regular Council meeting.

Carried

f) Memo No. 002-2020-PW – Landfill Use Agreement with the Town of Cobalt

Resolution No. 2020-127

Moved By: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2020-PW; and

That Council directs staff to prepare the necessary by-law to enter into an Agreement with the Corporation of the Town of Cobalt for the use of the City of Temiskaming Shores' Municipal Landfill Site for consideration at the February 4, 2020 Regular Council meeting.

Carried

g) Administrative Report No. PW-002-2020 – Tender Award – Dymond Infrastructure Upgrades – Phase 2 and 3

Resolution No. 2020-128

Moved By: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-002-2020, more particularly Appendix 01 – Consultant's Report - Tender Results and Appendix 02 - Draft Agreement;

That as outlined in By-law No. 2017-015, Procurement Policy, Section 6 Approval Authority, Council approves the contract award of the Dymond Infrastructure Upgrades Phase 2 and 3 Project to *Pedersen Construction (2013) Inc.* in the amount of \$994,415.52 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law and agreement for consideration at the February 4, 2020 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2020-129

Moved By: Councillor McArthur
Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2020-008 Being a by-law to enter into an agreement with the Timiskaming Health Unit for a Naloxone Distribution Agreement for the Temiskaming Shores Fire Department

By-law No. 2020-009 Being a by-law to authorize Cost Recovery Fees with respect to Fire Department Specific Response

By-law No. 2020-010 Being a by-law to authorize the Sale of Land to RK Breau Development Inc. being Parts 1 & 3 on Plan 54R-6002, Part 1 on Plan 54R-6131

By-law No. 2020-011 Being a by-law to amend By-law No. 2017-070 being a by-law enter into an Agreement with Municipal Automotive Materials Stewardship Inc. (AMS) for Automotive materials (oils, oil filters and antifreeze) collected as part of the Municipal Hazardous or Special Waste – Orange Drop Collection Event

By-law No. 2020-012 Being a by-law to enter into an Agreement with the Corporation of the Town of Cobalt for the use of the City of Temiskaming Shores' Municipal Landfill Site

By-law No. 2020-013 Being a by-law to enter into an Agreement with Pedersen Construction (2013) Inc. for the Emergency Water Distribution Linking Project in the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-130

Moved By: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that

By-law No. 2020-008;

By-law No. 2020-009;

By-law No. 2020-010;

By-law No. 2020-011;

By-law No. 2020-012; and

By-law No. 2020-013;

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, February 18, 2020 at 6:00 p.m.
- b) Regular – Tuesday, March 3, 2020 at 6:00 p.m.

18. Question and Answer Period

Robert Ritchie - resident

Mr. Ritchie inquired as to how the 2% tax levy was determined. Mayor Kidd responded by outlining the several budget meetings held throughout January, more

specifically the 2% target set by Council. Councillor Laferriere added that the government has cut back on the amount of funding being provided to the municipality as well as the download of further expenses related to the Health Unit. The expenses under the control of the municipality, downloading and reduced funding keeping it at 2% is a challenge, but as long as the Provincial and Federal Governments continue to download it is not going to get any easier.

19. Closed Session

None.

20. Confirming By-law

Resolution No. 2020-131

Moved By: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that By-law No. 2020-014 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meetings held on **January 8, 2020; January 9, 2020; January 14, 2020; January 15, 2020; January 16, 2020** and **January 28, 2020** and its Regular meeting held on **February 4, 2020** be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-132

Moved By: Councillor Laferriere
Seconded by: Councillor Whalen

Be it resolved that By-law No. 2020-014 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2020-133

Moved by: Councillor Laferriere
Seconded by: Councillor Hewitt

Be it resolved that City Council adjourns at 7:56 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

OUR TOWN & TAKE THE LAKE WAY" AD

THE PLAN TO ENTICE PEOPLE TO RELOCATE TO OUR AREA AND THE AD SUCH AS "TAKE THE LAKE WAY" IS A GREAT IDEA.

WE ARE VERY FORTUNATE TO LIVE BESIDE THIS BEAUTIFUL BODY OF WATER AND ENJOY THE MANY SPORTING OPPORTUNITIES IT OFFERS.

"BUT" TAKE THE LAKE WAY FROM NEW HICKORY TO HALSEYBURY & RETURN CERTAINLY NEEDS UP GRADING TO LEAD CREDENCE TO THE AD.

① THERE ARE NUMEROUS SCRUB TREES / SHRUBS GROWING WILD ALONG THE SHORELINE AND MANY ARE DEAD. THESE DEAD TREES SHOULD BE REMOVED AND OTHERS THINNED OUT TO OFFER A NEATER APPEARANCE & VIEW OF THE LAKE SUMMER & WINTER. A GROUND COVER PLANTING COULD BE USED TO PREVENT EROSION IF NECESSARY.

② THE GUIDE RAIL POSTS LOOK LIKE ONE WOULD SEE ON A BACKCOUNTRY ROAD & SHOULD BE PAINTED.

③ THE GRASS ALONG THIS AREA SHOULD BE MOWED MORE OFTEN, NOT LET IT GROW 3FT HIGH.

④ THE DERELICT REXWOOD BLDG / SITE AND THE LARGE WASTE JUNK PILE IS AN EYESORE AND THE OWNERS SHOULD BE ASKED TO CLEAN THIS TOTAL AREA

OTHER AREAS THAT ALSO NEED ATTENTION TO
ENHANCE THE LOOKS OF THE TOWN - AS FOLLOWS

APPROACHING NEW LISKEARD FROM THE SOUTH ON Hwy 11 (ALSO KNOWN AS NORTHERN ONTARIO'S Hwy THRU HELL) AND AFTER ^{DRIVING} THROUGH VIRGIN FORESTS & LAKES AND ALL OF A SUDDEN BREAK OVER THE HILL & VIEW THE BEAUTIFUL VALLEY & FARM LANDS IS BREATHTAKING.

"BUT" ALSO VISIBLE TO BREAK THIS FANTASTIC VIEW IS THE TOWN DUMPING AREA BETWEEN Hwy 11 & SWEPHURSONS ROAD AND DEAD TREES & TALL GRASS ALONG THE Hwy. ■ NEEDS ATTENTION

APPROACHING N.L. FROM THE NORTH ON Hwy 11 NEAR THE JUNCTION OF 11 & 11B, THE FIELDS ON THE WEST SIDE OF THIS Hwy ARE ALSO BEAUTIFUL "BUT" THE AREA BETWEEN THE FENCED FIELD & THE SHOULDER IS LINED WITH A WIND BREAK OF TREES WITH MANY OF THEM ALSO DEAD. - THESE DEAD TREES ALSO SHOULD BE REMOVED & IF NECESSARY REPLACED.

THE TOWN PROPER - THE OPEN DITCH W REEDS & WEEDS AND STAGNANT WATER ON CEDAR STREET CERTAINLY A COUNTRY ROAD SIGHT - SITUATION NOT BE SEEN IN A DOWNTOWN AREA

RADLEY HILL "WASHBOARD" IS A DISGRACE 3.

THIS ROAD IS USED FOR EMERGENCY ACCESS TO THE HOSPITAL BY ANYONE TRAVELLING FROM I1A SOUTH.

SOME WEDGES IN TOWN ARE NOT MAINTAINED BY RESIDENTS, ESPECIALLY BY SOME "GLUM LANDLORDS" WHO ARE ONLY CONCERNED WITH COLLECTING THEIR RENTS AND DO NOT MAINTAIN THE PROPERTIES. SOME OF THESE WEDGES OBSTRUCT THE DRIVERS VIEW OF ONCOMING TRAFFIC @ INTERSECTIONS, CAUSING A HAZARD.

THE TOWN DOES NOT HAVE A LOCAL DESIGNATED AREA TO DISPOSE OF COMPOSTABLE BACKYARD - GRASS CLIPPINGS - DEAD FLOWERS - VEGETABLE DEAD PLANTS (AFTER FILLING A BACKYARD COMPOSTER) BUT MUST TRAVEL 200km TO A LAND FILL SITE.

SOME RESIDENTS ON THE RIVER SIDE OF PINE ST WEST SIMPLY DUMP THEIR CLIPPINGS ETC. OVER THE BANK ?? WHY IS THIS ACCEPTABLE ?

BY CONTRAST - DYMOND SUBDIVISION RESIDENTS DO AN EXCELLENT JOB, MAINTAINING THEIR PROPERTIES & WITH ONLY ONE EYESORE - BEHIND THE FIREWALL THAT HAS PILES OF GRAVEL & EQUIPMENT, VISIBLE TO SPOIL THIS APPROACH TO THIS WELL KEPT AREA.

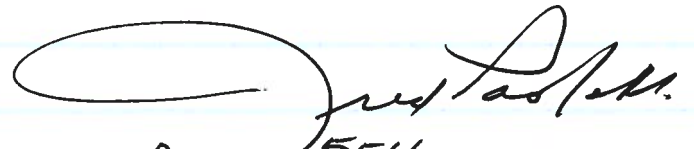
THERE IS NO USE MENTIONING THE "POT HOLE" STREETS IN TOWN WHICH ARE QUITE OBVIOUS AND ALSO THE WINTER MTC. OR LACK OF IN - REMOVING SNOW BANKS ??

ONE LAST GRIEVANCE ARE THE YEAR ROUND USE OF WINTER PLASTIC TARP STORAGE TENTS ON THEIR FRONT YARDS FOR THEIR VEHICLES. THIS IS NOT A Camp GROUND!

THESE ARE A FEW GLARING FAULTS THAT SHOULD BE ADDRESSED AT A VERY LITTLE COST.

A LOT OF THIS CLEAN UP WORK COULD BE DONE BY HIRING SUMMER STUDENTS TO DO THE MISC WORK THAT THE GOOD SAMARITAN GEORGE DURONC HAS BEEN DOING FOR YEARS. IN TOWN.

TAKE YOUR PICK COUNCIL - TO IMPROVE THE LOOKS OF OUR TOWN AND MAKE THE AD "TAKE THE LAKEWAY MORE APPEALING."


BOX 554
NEW LISKEARD



**DRAFT Memorandum of Understanding: Collaborating on
Broadband Internet Infrastructure Development in
Northeastern Ontario**

(Digital version of this sample is available upon request at broadband@neonet.on.ca)

Whereas: access to affordable and reliable broadband networks is an important part of everyday life and key to economic, education, social and health development and;

Whereas: communities outside urban centres face challenges in accessing internet service levels comparable to those in cities due to factors such as low population, distance and challenging terrain and;

Whereas: we believe future ICT infrastructure investment in our community would benefit from a holistic model that takes into account the connectivity needs of regional community partnerships rather than just one community and;

Whereas: this regional partnership should begin with a comprehensive needs analysis conducted by NEOnet, a publically funded non-profit development corporation using their expertise and Blue Sky Net expertise with the Geographic Information System (GIS) mapping tool BAIMAP (Broadband and Associated Infrastructure Mapping Analysis Project) and;

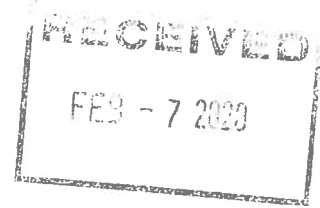
Whereas: from the analysis and public consultation NEOnet will conduct, it will be determined where internet gaps remain while also acknowledging what may be the best technology to fill these gaps based on access to the closest ICT infrastructure like fibre or other existing network infrastructure and;

Whereas: once we determine priority areas we propose establishing three classes of gaps;

- 1) gaps in fibre/backbone infrastructure,
- 2) gaps in last mile/local access to business and residents and
- 3) gaps in access in remote/very isolated area, and;

Whereas: the Federal and Provincial governments are proposing funding programs that will support the implementation of Broadband projects and will require this in-depth information, we would propose;

Therefore: be it resolved that, the Municipality/First Nation of _____ supports NEOnet leading a steering committee to which a representative from _____ will be appointed and that NEOnet work with this committee during the period of analysis, funding application and any subsequent RFP engagement.



February 5, 2020

Dear Mayor and Council,

RE: Bill 156, *Security from Trespass and Protecting Food Safety Act*

The Temiskaming Federation of Agriculture represents the voice of agriculture in the local community, and advocates on behalf of our farm family members. Along with our Commodity partners in Temiskaming and the Ontario Federation of Agriculture, the Temiskaming Federation of Agriculture is committed to a sustainable and profitable future for farm families.

Ontario farms have increasingly come under threat of unwanted trespassers and activists who are illegally entering property, barns and buildings, seizing private property and threatening the health and safety of the farm, employees, livestock and crops.

On December 2nd, 2019, the provincial government introduced Bill 156, *Security from Trespass and Protecting Food Safety Act, 2019*. The bill is intended to protect Ontario farm animals, farms, farmers and their families, and the safety of the entire food supply by addressing the ongoing threat of unwanted trespassing and from unauthorized interactions with farm animals. The risks of these actions include exposing farm animals to stress and potential diseases, as well as introducing contaminants into the food supply.

The Temiskaming Federation of Agriculture appreciates the support from the provincial government for taking a strong stance to protect our farms and food safety and introducing more significant consequences for illegal trespassing activities.

The Temiskaming Federation of Agriculture is calling on all municipal councils in Temiskaming to reassure their citizens that the safety of Ontario farm animals, farmers and farm families, and the safety of the entire food system matters. We respectfully ask that your council show your support for Bill 156 by sending the following letter (see below) to Ontario's Minister of Agriculture, Food and Rural Affairs, the Honourable Ernie Hardeman. If you have already indicated to Minister Hardeman your support for Bill 156, we thank you for your initiative!

Thank you for showing your support for stronger legislation to protect Ontario farms, animals, and food from intruders.

Sincerely,

Norm Koch

Norman Koch, Chair, Temiskaming Federation of Agriculture
705-563-8325, normankoch@hotmail.com



Sample letter to Minister Hardeman:

Hon. Ernie Hardeman
Minister of Agriculture, Food & Rural Affairs
77 Grenville Street, 11th Floor
Toronto, Ontario M5S 1B3

Via Email: minister.omafra@ontario.ca

Dear Minister Hardeman,

Ontario farms have come under increasing threat from trespassers and activists who illegally enter property, barns and buildings, causing significant disruptions to the entire agri-food sector. These activists are trespassing under false pretenses to gain entry on to farm properties. They have seized private property and threatened the health and safety of Ontario farms, employees, livestock and crops. These individuals and organizations are causing health and safety concerns and undue stress to Ontario farmers, their families, and their businesses. Once peaceful protests have escalated to trespassing, invading, barn break-ins and harassment. These incidents distress farmers, their families and employees, and threaten the health of livestock and crops when activists breach biosecurity protocols, ultimately putting the entire food system at risk.

We strongly support the new proposed legislation, *Bill 156: Security from Trespass and Protecting Food Safety Act*. This new legislation is an important way to keep our farm and food supply safe for all Ontarians. Bill 156 provides a balanced approach to protecting farms while recognizing a citizen's right to protest. This new legislation will ensure farm businesses have a legal standing to protect their farm, family and employees, livestock, crops and ultimately the entire food system. *Bill 156: Security from Trespass and Protecting Food Safety Act* is good news for Ontario's agri-food industry.

Thank you for this important new legislation. Protection of our Ontario should be the highest priority.

Sincerely,

SIGNATURE

copy: County Federation Email



Mayor Carman Kidd
Temiskamig Shores
325 Farr Avenue
P.O., Box 2050
Haileybury, ON P0J 1K0

January 20, 2020

Dear Mayor Kidd:

Re: Epilepsy Month – March

I am writing to you today on behalf of those in the Temiskaming Shores area affected by seizures (epilepsy). March is Epilepsy Awareness Month which is celebrated throughout Canada coast to coast. We are inviting Temiskaming Shores to help us participate in this unique event that is supported throughout the country.

We would also like to declare March Epilepsy Month in Temiskaming Shores area. The Centre will supply all staff and council members with a purple ribbon to wear during the week of March 26th if they would like. Of course we hope you will be encouraging all citizens to wear a lavender ribbon in support of epilepsy. Finally, we would like to ask if it would be possible to promote “*March 26th Purple Day for Epilepsy*” on any community owned billboards.

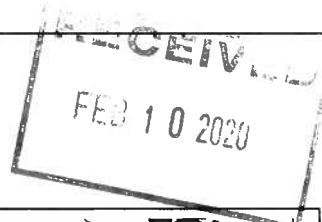
Please feel free to contact me at 264-2933 for further discussion. Thanking you ahead.

Yours sincerely,

Rhonda Latendresse
Executive Director
sabicrl@eastlink.ca

REVIEW

Review of Proposed Operations: Information Centre Timiskaming Forest 2021–2031 Forest Management Plan



The Ontario Ministry of Natural Resources and Forestry (MNRF), Timiskaming Forest Alliance Inc. (TFAI) and the Kirkland Lake and Timmins Local Citizens' Committees (LCC) invite you to information centres. These information centres are being held as part of the detailed planning of operations for the ten-year period of the 2021–2031 Forest Management Plan (FMP) for the Timiskaming Forest.

The Planning Process

The FMP takes approximately three years to complete. During this time, five formal opportunities for public consultation and First Nation and Métis community involvement and consultation are provided. The second opportunity (Stage Two) for this FMP occurred November 30, 2019 when the public was invited to review and comment on the long-term management direction. This 'Stage Three' notice is:

- To invite you to review and comment on:
 - the details of access, harvest, renewal and tending operations for the ten-year period of the plan, and
 - the proposed primary and branch road corridors and the proposed operational road boundaries for the ten-year period of the plan, and
- To request contributions to the background information to be used in planning.

How to Get Involved

To facilitate your review, information centres will be held at the following locations from 3:00 p.m. to 7:00 p.m. on the following days:

March 9, 2020: Royal Canadian Legion, Branch 310
175 Pine Street, Elk Lake, ON P0J 1G0

March 10, 2020: Gowganda Community Recreation Area
1 Gow-Bush-Kon Camp Road, Gowganda, ON P0J 1J0

March 11, 2020: Royal Canadian Legion, Branch 104
45 4th Avenue, Englehart, ON P0J 1H0

March 12, 2020: Royal Canadian Legion, Branch 87
1 Summerhayes Avenue, Kirkland Lake, ON P2N 3H7

The following information may be obtained at the information centres:

- Summary of the MNRF Regional Director's preliminary endorsed long-term management direction; and
- Summary map(s) of:
 - the planned areas for harvest, renewal and tending operations for the ten-year period of the plan; and
 - the proposed corridors for new primary and branch roads for the ten-year period of the plan.
- Summary of public comments and submissions received to date and any responses to those comments and submissions;
- The proposed road use management strategies; and
- The list of required modifications resulting from the public review of the long-term management direction.

The proposed operations will be available for review and comment at the TFAI office and at the MNRF Kirkland Lake District Office at the locations shown below by appointment during normal office hours for a period of 60 days, **March 9, 2020 to May 8, 2020**. Comments must be received by Laurie Nuhn of the planning team at the MNRF Kirkland Lake District Office, **by May 8, 2020**.

Meetings with representatives of the planning team and the LCC can be requested at any time during the planning process. Reasonable opportunities to meet planning team members during non-business hours will be provided upon request. If you require more information or wish to discuss your interests and concerns with a planning team member, please contact one of the individuals listed below:

Laurie Nuhn, R.P.F.
MNRF Kirkland Lake District Office
145 Government Road West
Second Floor, P.O. Box 910
Kirkland Lake, ON P2N 3K4
tel: 705-568-3242
e-mail: laurie.nuhn@ontario.ca

Aaron Palmer, R.P.F.
Timiskaming Forest Alliance Inc.
22 Paget Street North
New Liskeard, ON P0J 1P0
tel: 705-680-0033, ext. 243
e-mail: aaron.palmer@frmg.ca

Bruce Jewitt, Chair
Kirkland Lake LCC
c/o MNRF Kirkland Lake District Office
145 Government Road West
Second Floor, P.O. Box 910
Kirkland Lake, ON P2N 3K4

Tarryn Adams
MNRF Timmins District Office
P.O. Bag 3090
5520 Hwy. 101 East
South Porcupine, ON P0N 1H0
tel: 705-235-1310
e-mail: tarryn.adams@ontario.ca

During the planning process there is an opportunity to make a written request to seek resolution of issues with the MNRF District Manager or the Regional Director using a process described in the 2017 *Forest Management Planning Manual (Part A, Section 2.4.1)*.

Stay Involved

The tentative scheduled date for submission of the draft FMP is **June 28, 2020**. There will be two more formal opportunities for you to be involved. These stages are listed and tentatively scheduled as follows:

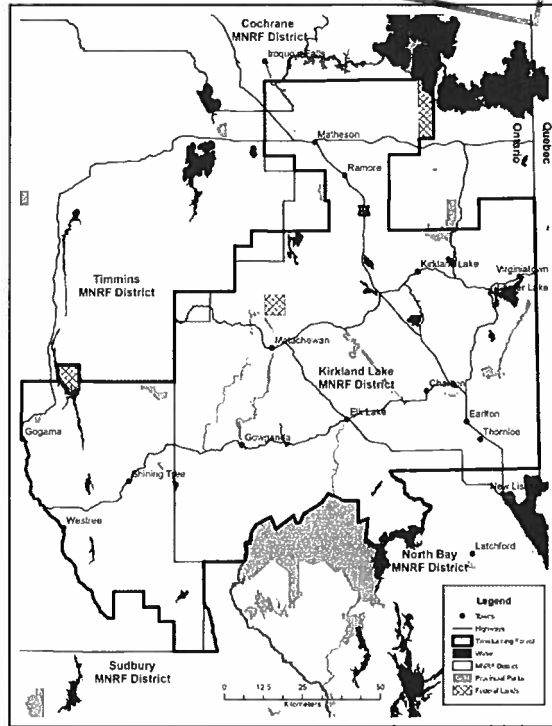
Stage Four - Information Centre: Review of Draft FMP
Stage Five - Inspection of MNRF-Approved FMP

August 2020
December 2020

If you would like to be added to a mailing list to be notified of public involvement opportunities, please contact Laurie Nuhn at 705-568-3242.

The Ministry of Natural Resources and Forestry is collecting your personal information and comments under the authority of the *Crown Forest Sustainability Act*. Any personal information you provide (address, name, telephone, etc.) will be protected in accordance with the *Freedom of Information and Protection of Privacy Act*; however, your comments will become part of the public consultation process and may be shared with the general public. Your personal information may be used by the Ministry of Natural Resources and Forestry to send you further information related to this forest management planning exercise. If you have questions about the use of your personal information, please contact Jennifer Rosko at 705-568-3228.

Renseignements en français : Mitch Rainville au 705 568-3219.



FONOM

The Federation of Northern Ontario Municipalities

February 11, 2020

Federation of Ontario Municipalities (FONOM)
Member Municipalities

Dear Mayors and Councils:

On behalf of our Board of Directors, I would like to invite you to attend the 2020 FONOM Conference which is being hosted by the City of Timmins May 13-15, 2020.

This year's conference marks the 60th anniversary of the Federation and the theme is "connecting the north" with speakers and topics designed to appeal to municipal and indigenous councillors on issues important to Northerners.

In addition, the Conference tradeshow is an excellent opportunity for you to talk directly with exhibitors about the products and services they provide.

This year's event also includes a Minister's Forum where you will hear first-hand from Provincial Cabinet members on what their Ministries are doing for the betterment of Northeastern Ontario.

Registration is now open or more information please visit:
<https://fonom.timmins.ca/>

Looking forward to seeing you there!



Danny Whalen
FONOM President

February 11, 2020

AMO Response to Public Health and Emergency Health Services Consultation and Cannabis Consultations Underway

Public Health and Emergency Health Services Modernization Consultation

AMO provided comprehensive, [written submissions](#) to the Minister of Health this week in response to the [Public Health](#) and [Emergency Health Services](#) Modernization consultations. Our members heard assurances in Minister Elliott's remarks at the 2019 AMO conference that nothing is "set in stone". Underlying both submissions is the notion that municipal governments and the Province can work together to collectively preserve what is working well and fix what needs fixing.

The outcome of public health modernization should achieve better population health outcomes through effective, cost efficient, and locally responsive services. Investments in public health make sense to keep people healthy through a focus on the social determinants of health. It contributes to ending hallway health care and saves provincial health costs in the long term. AMO feels that a separate discussion on 2020 and 2021 funding is needed urgently prior to any consideration of restructuring. Municipal governments cannot be expected to make up for reductions in provincial funding. Nor can they bear the costs of provincial restructuring.

When it comes to structure, one size will not fit all. Consistency in service delivery and reducing inefficiencies do not depend on a single governance or leadership type. There are many ways to continuously improve the existing system by building capacity and better system coordination. With provincial help, new ways to serve our Francophone population and Indigenous People are possible.

On emergency health services, AMO has provided advice with an aim to strengthening municipal EMS services in a way that contributes to helping end hallway health care and meets the local needs of communities. Addressing longstanding municipal priorities should be the focus of current efforts before any potential consideration of restructuring. This includes improvements to dispatch as a first priority. Others include addressing non-urgent transfers, fixing the funding model, expanding fully 100% provincially funded community paramedicine and developing strategies to reduce offload delays. Increasing hospital capacity and having alternative health facilities, especially mental health and addictions programs, for patients who do not need hospital care available in communities will help. The new models of care for low acuity 9-1-1 patients can help improve access and reduce hallway health care, but

they need to have alternative 24/7 health facilities that are available in all communities.

The Ministry of Health has committed to further conversations with AMO's Health Task Force. AMO also expects further discussions at the MOU table before decisions are made.

In recognition of the work underway to prepare for, and respond to, the 2019 novel coronavirus the Ministry of Health has extended the deadline for submitting written feedback to March 31, 2020. The technical discussion papers and information on how to respond is found on the Ministry [website](#).

AMO Contact:

Michael Jacek, Senior Advisor, mjacek@amo.on.ca, 416-971-9856 ext. 329.

February 11, 2020

Ontario Consulting on Cannabis Consumption Venues and Special Occasion Permits

The Ministry of the Attorney General has announced consultations on cannabis consumption venues and special occasion permits for cannabis in Ontario. The Ministry is seeking feedback on whether to allow these and the rules and parameters guiding their establishment and operation.

The Ministry is specifically consulting on the role of the Alcohol and Gaming Commission of Ontario (AGCO), the agency responsible for regulating, licensing and inspecting cannabis stores; and the potential role of municipal governments in regulating the proposed cannabis consumption lounges.

AMO's Board has previously supported cannabis consumption venues as a potential tool for local economic development. The Board viewed cannabis consumption venues positively in conjunction with municipal government discretion to allow these establishments in their communities, local zoning and licensing powers to ensure appropriate locations and community responsiveness.

Special Occasion Permits for cannabis could also be desirable for some events. The AGCO regulates Special Occasions Permits for alcohol and it is possible that a single regulator for these permits may be the most efficient and desirable system subject to municipal government and community input.

Municipal governments are encouraged to review the [consultation materials](#) and respond as appropriate by the deadline of March 10, 2020.

AMO Contact:

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

Dear Ontario Heads of Council and Clerks,

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 proposing changes to the way extraction of aggregate resources are regulated in Ontario, and we are inviting your input on the changes proposed.

The Ministry has gathered perspectives from, industry, municipalities, Indigenous communities, members of the public, and other stakeholders. These proposed changes promote economic growth within the aggregate industry while also maintaining strong protection of the environment and addressing community impacts.

The key areas being proposed for change are summarized below for your convenience. However, we would encourage you to read the details of the proposed regulatory changes which can be found on the Environmental Registry notice# **019-1303** *Proposed amendments to Ontario Regulation 244/97 and the Aggregate Resources of Ontario Provincial Standards under the ARA* located [here](#).

The posting notice can also be viewed by searching for notice#**019-1303** at the following web link: www.ero.ontario.ca

We encourage you to provide feedback through the Environmental Registry process.

If you have any questions about the proposed changes, please call Rebecca Zeran at (705) 749-8422.

Kind Regards,

Jennifer Keyes
Director, Natural Resources Conservation Policy Branch
Ministry of Natural Resources and Forestry

Proposed regulatory changes include:

For new pits and quarries:

- enhancing the information required to be included in summary statements and technical reports at the time of application
- improving flexibility in how some standard site plan requirements can be implemented and modernizing how site plans are created
- creating better consistency of site plan requirements between private and Crown land and better alignment with other policy frameworks
- updating the list of qualified professionals who can prepare Class A site plans
- updating the required conditions that must be attached to a newly issued licence or permit

- adjusting notification and consultation timeframes for new pit and quarry applications
- changing and clarifying some aspects of the required notification process for new applications
- updating the objection process to clarify the process
- updating which agencies are to be circulated new pit and quarry applications for comment

For existing pits and quarries:

- making some requirements related to dust and blasting apply to all existing and new pits and quarries (requirements which were previously only applied to new applications)
- updating and enhancing some operating requirements that apply to all pits and quarries, including new requirements related to dust management and storage of recycled aggregate materials
- providing consistency on compliance reporting requirements, while reducing burdens for inactive sites
- enhancing reporting on rehabilitation by requiring more context and detail on where, when and how rehabilitation is or has been undertaken
- clarifying application requirements for site plan amendments
- outlining requirements for amendment applications to expand an existing site into an adjacent road allowance
- outlining requirements for amendment applications to expand an existing site below the water table
- setting out eligibility criteria and requirements to allow operators to self-file changes to existing site plans for some routine activities without requiring approval from the ministry (subject to conditions set out in regulation)

Allowing minor extraction for personal or farm use:

- outlining eligibility and operating requirements in order for some excavation activities to be exempted from needing a licence (i.e., if rules set in regulation are followed). This would only be for personal use (max. of 300 cubic meters) or farm use (max. 1,000 cubic meters)



Minutes

Temiskaming Mayors Action Group
Armstrong Municipal Offices, Earleton
Saturday, February 8, 2020
9:30 a.m.

Attendance:

Jean-Marc Bouileau, Armstrong
Kerry Stewart, Chamberlain
George Othmer, Cobalt
Pat Kiely, Kirkland Lake
Patricia Quinn, Larder Lake
George Lefebvre, Latchford
Anne Commando-Dube, Matachewan
Matt Reimer, McGarry
Earl Read, Thorloe
John Vanthof, MPP
Derek Mundle, Evanturel
Terry Fiset, James
Nina Wallace, Englehart
Carman Kidd, Temiskaming Shores, Recording Secretary

Regrets:

Merrill Bond, Charlton/Dack
Patricia Quinn, Larder Lake
Guy Labonte, Casey
Dan Cleroux, Coleman
Laurie Bolesworth, Hilliard

Delegations

Joel Legacy, MNRF, Timmins - Outlined the fire permit process for the fire season April 1st till October 31st. Grass fires limited to 1Ha maximum, and must only burn between 2 hours before sunset till 2 hours after sunrise. Municipal bylaws can be more restrictive than MNRF fire bans. MNRF also has a website with maps showing fire ban areas, weather stations and previous fire histories. Weather patterns are changing with longer periods of sunshine, followed by longer periods of rain.

Attached to the minutes is the background papers, left by Joel.

Update on Current Topics of Investigation

1. Ontario Northland Commission Vacancy and Request for Seat – G. Lefebvre
TMA has forwarded a nomination letter to Minister Rickford, with Peter Graydon name as a possible candidate. TeMag made a motion to send a letter of support for Peter as well. Moved by Derek Mundle, Seconded by George Levebvre.
CARRIED.
2. Community Safety and Wellness Plans – Pat Kiely
In response to Kelly Black's letter, from DTSSAB, each municipality was asked to make sure that they passed a resolution in favour of DTSSAB hiring a coordinator to complete a plan for the District, and forwarding them to her. Some municipalities may have forwarded resolutions to KL or Larder Lake.

3. A letter was sent to MTO regarding road maintenance on N.E. Ont. Highways.
George Levebre outlined that the best way to improve service was to reduce the circuit times with more snowplows.
Mr. Vanthof- The trucking industry is requesting more pull off areas
Earl Read- Requested better rest rooms and more maintenance.
A motion was passed to support establishment of rest stops along Highway 11, with year round washroom facilities. Moved by Terry Fiset and seconded by George Lefebre.

CARRIED.

New Business (Regional Issues for Discussion)

- a. 2022-2032 Forest Management Plan – P. Kiely
Municipalities in Cochrane District, Abitibi Forest area, are looking for support in petitioning that they have support on the forestry management board. The MNR is expected to make a decision on the Temagami Forest management board which will see representatives from municipalities, First Nations and Companies. Once this happens it will set the way for other Forestry Management areas; the suggestion for the northern municipalities is to wait and see what transpires. The current 10 year Strategy Plan was done by industry, with no input from Municipalities, in the Abitibi Forest Area.
Terry has requested more open houses in the Timiskaming Forest area, including one in Elk Lake.
- b. Broadband Discussions- Dan Omara
Dan distributed a resolution to everyone asking for support to join forces for a NEOnet joint submission requesting upgraded Broad Band Service in Timiskaming. Asked to please send a copy of these resolutions to Dan for his records.
- c. Other Business
George Lefebre outlined that OPG is setting up a Communication Plan detailing their Water Management Plan, with input from municipalities.
Terry Fiset (JamesTwsp) and DTSSAB are working on a solution for emergency calls in unorganized townships and Crown Land.
Kerry Stewart raised the issue of the price difference between bottled and can beer. It greatly impacts the operations of those providing bar services at local fundraisers. John Vanthof is to investigate.

Information Items

- Minutes of the TeMAG Meeting – October 26, 2019

Date of Next Meeting – April 18th, 2020

Subject: SPCA – Pedersen Materials Ltd.
144 Drive in Theatre Road

Report No.: CS-003-2020
Agenda Date: February 18, 2020

Attachments

Appendix 01: MTO Correspondence, dated February 13, 2020

Appendix 02: MTO Correspondence, dated January 10, 2020

Appendix 03: Draft by-law to enter into Site Plan Agreement ¹

Appendix 04: Draft Site Plan Agreement ¹

Note ¹ See By-law No. 2020-015 (file too large)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-003-2020;
2. That Council agrees to enter into a Site Plan Agreement with Pedersen Materials Ltd. for Part North Half Lot 9, Concession 3, Dymond; Parts 1 and 3 of 54R5247; 144 Drive in Theatre Road, Temiskaming Shores; and
3. That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with Pedersen Materials Ltd. for consideration during the by-law portion of the February 18, 2020 Regular Council meeting.

Background

Bob Campbell of Jarlette Health Services has submitted a Site Plan Agreement Application on behalf of the property owner, Pedersen Materials Ltd. The subject property is located on the corner of Drive in Theatre Road and Grant Drive and is described as Part North Half Lot 9, Concession 3, Dymond; Parts 1 and 3 of 54R5247, with municipal address 144 Drive in Theatre Road, Temiskaming Shores.

According to the submitted plans the subject site will be developed in the form of a two-storey Long Term Care (LTC) facility, with construction proceeding in two phases. The first phase will consist of a two-storey 128 bed facility with two (2) two-way entrances onto Drive in Theatre Road. Phase 1 will provide for 126 parking spaces, 6 of which will be barrier free spaces. A stormwater management (SWM) pond in the northwest portion of the site will also be provided during Phase 1 of the development. The expansion of the LTC facility during Phase 2 will add an additional 128 beds and 85 parking spaces, one of which will be barrier free. In total the LTC facility will provide 256 beds and 211 parking spaces, 7 of which will be barrier free.

Analysis

Review of the Site Plan drawings was conducted by City Staff. There were no objections or comments to the application. Members of the City of Temiskaming Shores Accessibility Advisory Committee (TSAAC) also reviewed the plans and provided no objections or proposed revisions.

The application submission and Stormwater Management Report (January 14, 2020) was forward to the Ministry of Transportation (MTO) for review. MTO requested additional information be submitted before the Stormwater Management Report could be approved. The additional information was submitted on February 6, 2020 and final approval was issued by MTO on September 23, 2020 (see attached Appendix 01). The approved stormwater management plan is included as an appendix to the Site Plan Agreement.

MTO Correspondence of January 10, 2020 confirmed that a Traffic Impact Study is not required for Phase I but that one would be required for Phase II (see attached Appendix 02). MTO also noted that a Stormwater Management Brief would be required for Phase II. The proposed agreement accounts for MTO's requirements, and the Owner will not be granted a building permit until those requirements for Phase 2 are met.

On behalf of the City, J.L. Richards and Associates (JLR) has reviewed the Site Plan Drawing A1.1 (dated January 22, 2020) within the context of the City's Comprehensive Zoning By-law. The subject site has recently been rezoned to the "Community Facilities Exception 2 (CF-2) Zone" in order to permit a LTC facility and uses normally incidental to the LTC use. The proposed development meets all application provisions and regulations of the City's By-law. In the absence of provisions for accessible parking spaces in the City's By-law, the Site Plan was reviewed for conformance with *Ontario Regulation 191/11 - Integrated Accessibility Standards (O.Reg 191/11)*. The proponent has provided a total of seven (7) barrier free spaces measuring 6 m by 4.6 m. Both the number and size requirements meet the requirements noted in O.Reg 191/11.

Based on the above we recommend that Council adopt a by-law to enter into a Site Plan Agreement with Pedersen Materials Ltd. The agreement will be registered on title to the property at the owner's expense.

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"

Anne Dorion
Interim Planner
J.L. Richards and Associates

Shelly Zubyck
Director of Corporate Services

Chris Oslund
City Manager

Anne Dorion

Subject: Temiskaming Lodge Stormwater Management Report

From: Riche, Carla (MTO)

Sent: Thursday, February 13, 2020 9:40 AM

To: Bob Campbell

Cc: Kelly Conlin; Shelly Zubyck; Dugas, Natalie (MTO); Jennifer Pye

Subject: RE: Temiskaming Lodge Stormwater Management Report

Good morning Bob,

Thank you for the February 6th submission of the updated Stormwater Management Report (SWMR) for the LTC facility.

MTO staff have reviewed the updated report and have concluded that all requested clarifications stated in MTO's previous comments have been addressed. The SWMR has been deemed acceptable to the ministry. For your convenience I have reattached the previous comments regarding traffic requirements. For phase one of the development all you need now from the MTO are permits, which can be applied for online at <https://www.hcms.mto.gov.on.ca/>.

Please note that should the design of the development changed the ministry will require an addendum to the SWMR showing that there remain no impacts to the Highway 11 drainage system.

If you have questions on the above please contact me.

Regards,

Carla Riche

Corridor Management Planner
Northeast Region
Ministry of Transportation
447 McKeown Ave, Suite 301
North Bay, ON, P1B 9S9
Phone: 705-497-5456
E-mail: carla.riche@ontario.ca



A Proud Member / Un membre fier

Anne Dorion

Subject: LTE Temiskaming Lodge Long Term Care Home

From: Riche, Carla (MTO)

Sent: Friday, January 10, 2020 3:18 PM

To: Bob Campbell

Subject: RE: LTE Temiskaming Lodge Long Term Care Home

Good afternoon Bob,

Thank you for your e-mail. Our traffic section has confirmed that for Phase I (128 bed long term care facility) there will be no need for a Traffic Impact Study or Brief. However, the Stormwater Management Brief is still required.

For Phase II (an addition of 128 beds to the long term care facility, and a 110 unity senior retirement residence/lodge) at a minimum a Traffic Impact Brief will be required. The ministry would want the Brief to be linked to the Grant Drive Traffic Impact Study, which is owned by they city and you can contact the city for a copy. Further as there will be a new building/building addition a new Stormwater Management Brief will be required.

MTO permits are also required for both Phases and can be applied for online, but will not be issued until all MTO concerns have been addressed.

I trust this is of assistance. If are any changes to either Phase I or Phase II or you have any questions please let me know.

Regards,

Carla Riche

Corridor Management Planner
Northeast Region
Ministry of Transportation
447 McKeown Ave, Suite 301
North Bay, ON, P1B 9S9
Phone: 705-497-5456
E-mail: carla.riche@ontario.ca



A Proud Member / Un membre fier

Subject: SPCA – OMAFRA - 883280
Highway 65 E – Agronomy Lab

Report No.: CS-004-2020
Agenda Date: February 18, 2020

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-004-2020;
2. That Council agrees to enter into a Site Plan Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs for Part of Lot 9, Concession 2, Dymond Township; 883280 Highway 65 E, Temiskaming Shores; and
3. That Council directs staff to prepare the necessary by-law to enter into a Site Plan Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs for consideration during the by-law portion of the February 4, 2020 Regular Council meeting.

Background

J.L. Richards & Associates Limited submitted a Site Plan Agreement Application on behalf of the property owner, the Ontario Ministry of Agriculture, Food and Rural Affairs on April 23, 2018. The subject property is located on the south side of Highway 65 East and is described as Part of Lot 9, Concession 2, Dymond Township; with municipal address 883280 Highway 65 E, Temiskaming Shores.

According to the submitted plans the subject site will be developed with an Agronomy Research Centre for the University of Guelph. The overall site is approximately 57.7 ha. The proposed area for development on Highway 65 E is approximately 7,754 sqm with the remaining area of the site to be continued to be used for agricultural use. The proposed buildings consist of an 751 sqm Research Centre Agronomy Service Building, a 535 sqm Vehicle and Large Equipment Storage Building, and a 44 sqm Pesticide Storage Building. There is a gravel entrance proposed off Highway 65 E and a gravel parking area consisting of 19 parking spaces, of which 2 are barrier free. There is a grass area abutting Highway 65E and to the west of the proposed Research Centre, with the remaining developed area as a gravel yard.

Analysis

Review of the Site Plan drawings was conducted by City Staff, all of which had no objections or concerns regarding the application. Members of the City of Temiskaming Shores Accessibility Advisory Committee (TSAAC) also reviewed the plans and provided comments to which the applicants have provided a response or revisions to the Plan. The City’s Building Department has indicated they are satisfied with the revised plans. The application submission was provided to the Ministry of Transportation (MTO) on May 16, 2019. MTO has indicated that they may require a stormwater management plan and illumination plan as part of their permit process. This was not a City requirement and does not preclude the City’s approval of Site Plan Control. Building/Land Use and Sign permits will also be required from MTO. The proposed agreement accounts for MTO’s requirements.

Based on the above we recommend that Council adopt a by-law to enter into a Site Plan Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs. The agreement will be registered on title to the property at the owner’s expense.

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”
_____ Sarah Vereault, MCIP,RPP Interim Planner J.L. Richards and Associates Limited	_____ Shelly Zubyck Director of Corporate Services	_____ Chris Oslund City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2020-000

Being a by-law to authorize the execution of a Site Plan Control Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs for Part of Lot 9, Concession 2, Dymond Township; 883280 Highway 65 E, 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 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-004-2020 at the February 18, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs for consideration at the February 18, 2020 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. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs for Part of Lot 9, Concession 2, Dymond Township; 883280 Highway 65 E, Temiskaming Shores, 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, grammatical,

semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of February 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2020-000
Site Plan Control Agreement
(Ontario Ministry of Agriculture, Food and Rural Affairs)

This agreement, made in triplicate, this 18th day of February, 2020.

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:

Ontario Ministry of Agriculture, Food and Rural Affairs
1 Stone Rd. West, Guelph, ON N1G 4Y2
(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 April 23, 2018, 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 Part of Lot 9, Concession 2, Dymond Township; 883280 Highway 65 E, Temiskaming Shores;

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 3 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 construct an entrance/exit in the locations as shown on the Plans to the satisfaction of the City;
 5. To provide such driveway markings, sidewalks, driveway treatments, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
 6. 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;
 7. That the Owner will be responsible for the extension of municipal water and sanitary sewer services from the mains on Highway 65 E to the property line;
 8. 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;
 9. 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;
 10. 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.
 11. 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.
 12. 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.

13. 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.
14. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$121,576 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.
15. 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.
16. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.
17. 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.

18. 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.
19. 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.
20. 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.
21. The following Appendices are attached to this agreement:

Appendix 1 – PLANNING SITE PLAN; DRAWING #: P01; DRAWN BY: KTK; ISSUE 1 REVISED PER CITY COMMENTS, Jan 27, 2020.

Appendix 2 – PLANNING SITE PLAN ENLARGED; DRAWING #: P02; DRAWN BY: KTK; ISSUE 1 REVISED PER CITY COMMENTS, Jan 27, 2020.

Appendix 3 – CIVIL GENERAL SITE ARRANGEMENT PLAN; DRAWING #: C01; DRAWN BY: MHR; ISSUE 1 REVISED PER CITY COMMENTS, Jan 27, 2020.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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 Seal)

Ontario Ministry of Agriculture, Food and Rural Affairs

Signature

Name: _____

Title: _____

Witness - Signature

Print Name: _____

Title: _____

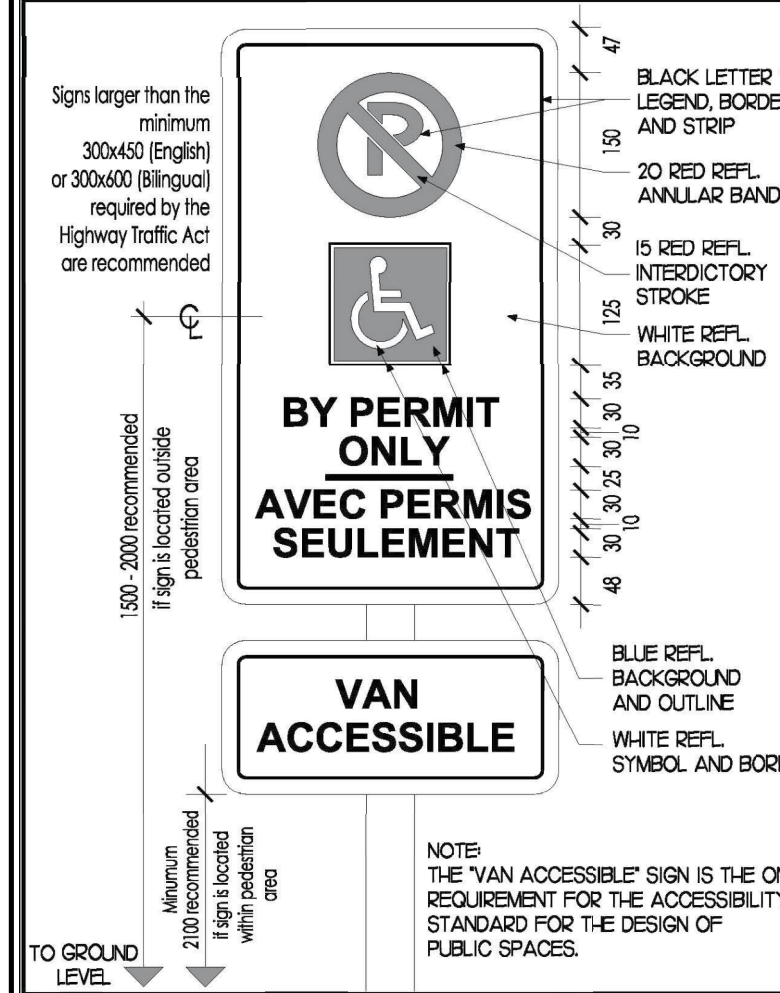
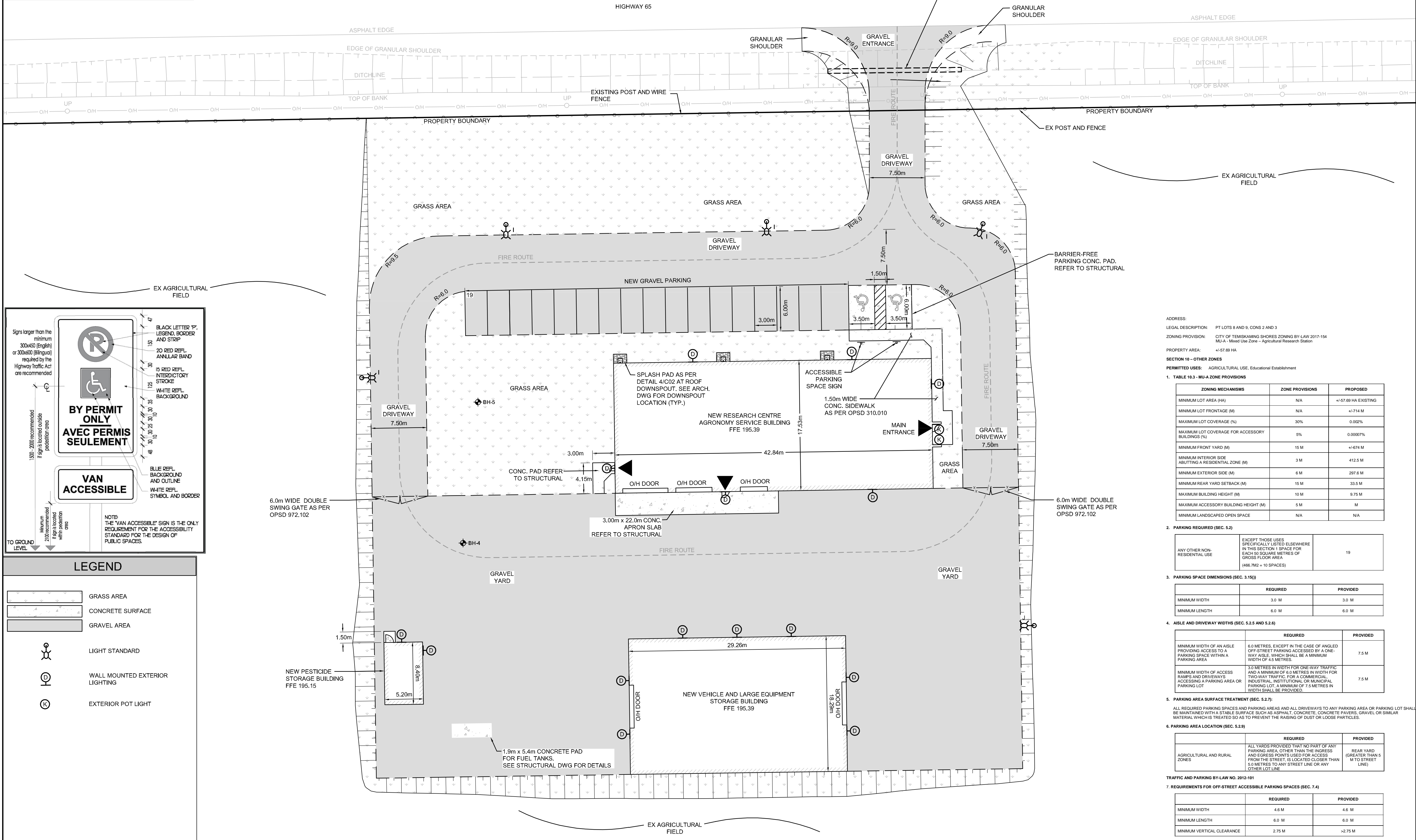
Corporation of the City of Temiskaming Shores

Mayor – Carman Kidd

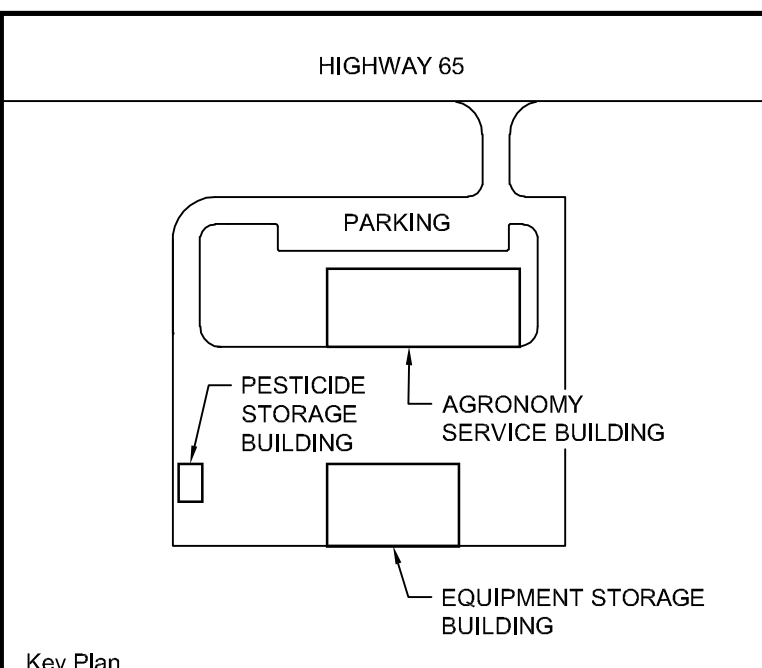
Clerk – David B. Treen



Location Plan



LEGEND	
[Symbol]	GRASS AREA
[Symbol]	CONCRETE SURFACE
[Symbol]	GRAVEL AREA
[Symbol]	LIGHT STANDARD
[Symbol]	WALL MOUNTED EXTERIOR LIGHTING
[Symbol]	EXTERIOR POT LIGHT



Key Plan
DO NOT SCALE DRAWINGS:
Contractors must check and verify all site conditions. Notify the Owner's Representative in writing before proceeding with the work if discrepancies are evident between the drawings and the site condition. No extras to the contract will be allowed if discrepancies were evident prior to start of work.

NO.	ISSUED	BY	DATE
1	REVISED PER CITY COMMENTS	DAY	JAN 27, 2020
0	ISSUED FOR BUILDING PERMIT	DAY	DEC 13, 2019

Orientation Seal
A = Detail number
B = Drawing number where detailed

ADDRESS:	PT LOTS 8 AND 9, CONS 2 AND 3
ZONING PROVISION:	CITY OF TEMSKAMING SHORES ZONING BY-LAW 2017-154 MUA - Mixed Use Zone - Agricultural Research Station
PROPERTY AREA:	+/- 57.69 HA
SECTION 19 - OTHER ZONES	
PERMITTED USES:	AGRICULTURAL USE, Educational Establishment

UNIVERSITY OF GUELPH
Design, Engineering & Construction
Physical Resources
Guelph, Ontario, N1G 2W1

Consultant
J.R. J.L. Richards
ENGINEERS - ARCHITECTS - PLANNERS
www.jlrichards.ca

Project
UNIVERSITY OF GUELPH AGRONOMY RESEARCH CENTRE
Drawing Title
PLANNING SITE PLAN
Project No.
504061

Location
NEW LISKEARD AGRICULTURAL RESEARCH STATION
883280 HIGHWAY 65 E

Scale	1:250	Date	FEBRUARY 28, 2020
Drawn by	KTK	Checked by	KM
Approved by	DK	JLR #	27376-01
Cad File No.	****		

TABLE 10.3 - MUA-ZONE PROVISIONS

ZONING MECHANISMS	ZONE PROVISIONS	PROPOSED
MINIMUM LOT AREA (HA)	N/A	+/- 57.69 HA EXISTING
MINIMUM LOT FRONTAGE (M)	N/A	+/- 714 M
MAXIMUM LOT COVERAGE (%)	30%	0.002%
MAXIMUM LOT COVERAGE FOR ACCESSORY BUILDINGS (%)	5%	0.00007%
MINIMUM FRONT YARD (M)	15 M	+/- 674 M
MINIMUM INTERIOR SIDE ABUTTING A RESIDENTIAL ZONE (M)	3 M	412.5 M
MINIMUM EXTERIOR SIDE (M)	6 M	297.6 M
MINIMUM REAR YARD SETBACK (M)	15 M	33.5 M
MAXIMUM BUILDING HEIGHT (M)	10 M	9.75 M
MAXIMUM ACCESSORY BUILDING HEIGHT (M)	5 M	M
MINIMUM LANDSCAPED OPEN SPACE	N/A	N/A

2. PARKING REQUIRED (SEC. 5.2)

ANY OTHER NON-RESIDENTIAL USE	EXCEPT THOSE USES SPECIFICALLY LISTED ELSEWHERE IN THIS SECTION 1 SPACE FOR EACH 50 SQUARE METRES OF GROSS FLOOR AREA (406.7M ² = 10 SPACES)	PROVIDED
		19

3. PARKING SPACE DIMENSIONS (SEC. 5.15)

	REQUIRED	PROVIDED
MINIMUM WIDTH	3.0 M	3.0 M
MINIMUM LENGTH	6.0 M	6.0 M

4. AISLE AND DRIVEWAY WIDTHS (SEC. 5.2.5 AND 5.2.6)

	REQUIRED	PROVIDED
MINIMUM WIDTH OF AN AISLE PROVIDING ACCESS TO A PARKING SPACE WITHIN A PARKING AREA	6.0 METRES, EXCEPT IN THE CASE OF ANGLED OFF-STREET PARKING ACCESSED BY A ONE-WAY AISLE, WHICH SHALL BE A MINIMUM WIDTH OF 4.5 METRES.	7.5 M
MINIMUM WIDTH OF ACCESS RAMPS AND DRIVEWAYS ACCESSING A PARKING AREA OR PARKING LOT	3.0 METRES IN WIDTH FOR ONE-WAY TRAFFIC AND A MINIMUM OF 6.0 METRES IN WIDTH FOR TWO-WAY TRAFFIC. FOR A COMMERCIAL INDUSTRIAL, INSTITUTIONAL OR MUNICIPAL PARKING LOT, A MINIMUM OF 7.5 METRES IN WIDTH SHALL BE PROVIDED.	7.5 M

5. PARKING AREA SURFACE TREATMENT (SEC. 5.2.7):
ALL REQUIRED PARKING SPACES AND PARKING AREAS AND ALL DRIVEWAYS TO ANY PARKING AREA OR PARKING LOT SHALL BE MAINTAINED WITH A STABLE SURFACE SUCH AS ASPHALT, CONCRETE, CONCRETE PAVING, GRAVEL OR SIMILAR MATERIAL WHICH IS TREATED SO AS TO PREVENT THE RAISING OF DUST OR LOOSE PARTICLES.

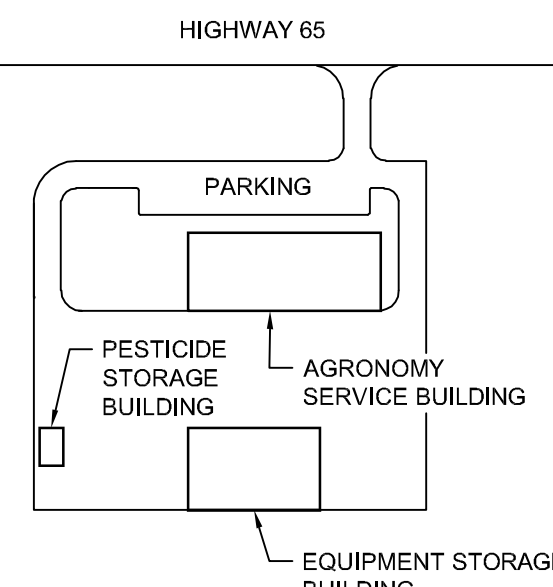
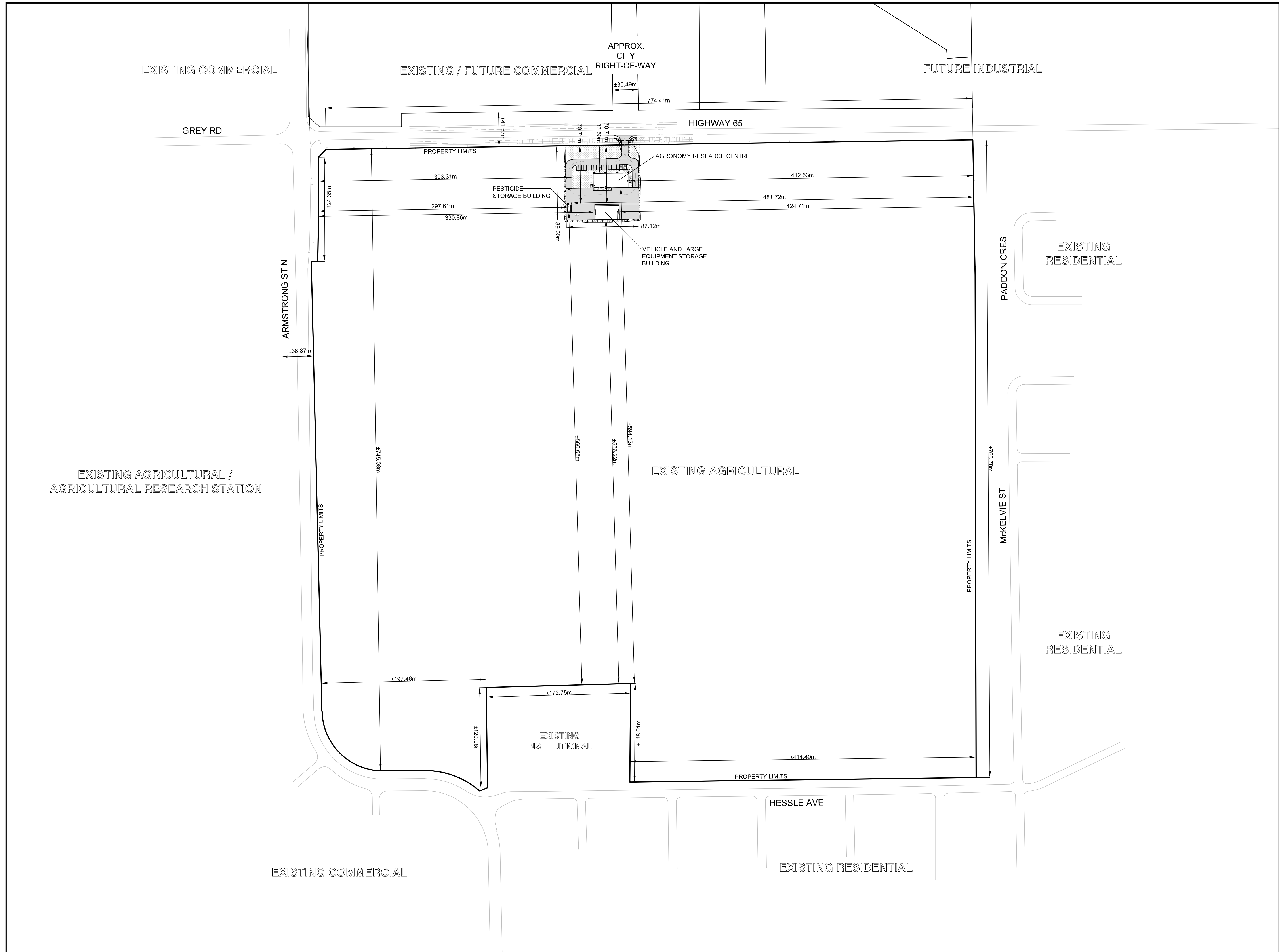
6. PARKING AREA LOCATION (SEC. 5.2.8)

	REQUIRED	PROVIDED
AGRICULTURAL AND RURAL ZONES	ALL YARDS PROVIDED THAT NO PART OF ANY PARKING AREA, OTHER THAN THE INGRESS AND EGRESS POINTS, USED FOR ACCESS FROM THE STREET, IS LOCATED CLOSER THAN 5.0 METRES TO ANY STREET LINE OR ANY OTHER LOT LINE.	REAR YARD (GREATER THAN 5 M TO STREET LINE)

TRAFFIC AND PARKING BY-LAW NO. 2012-101

7. REQUIREMENTS FOR OFF-STREET ACCESSIBLE PARKING SPACES (SEC. 7.4)

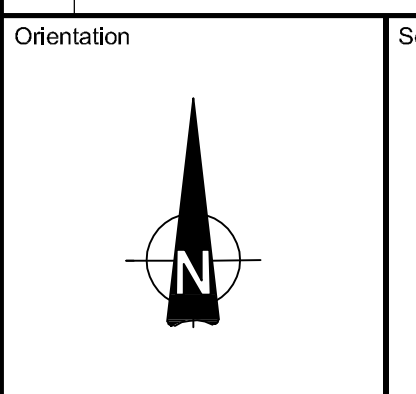
	REQUIRED	PROVIDED
MINIMUM WIDTH	4.6 M	4.6 M
MINIMUM LENGTH	6.0 M	6.0 M
MINIMUM VERTICAL CLEARANCE	2.75 M	>2.75 M



Key Plan
 DO NOT SCALE DRAWINGS:
 Contractors must check and verify all site conditions. Notify the Owner's Representative in writing before proceeding with the work if discrepancies are evident between the drawings and the site condition. No extras to the contract will be allowed if discrepancies were evident prior to start of work.

A = Detail number
 B = Drawing number where detailed

NO.	ISSUED	BY	DATE
1	REVISED PER CITY COMMENTS	DAY	JAN 27, 2020
0	ISSUED FOR BUILDING PERMIT	DAY	DEC 13, 2019



UNIVERSITY OF GUELPH
 Design, Engineering & Construction
 Physical Resources
 Guelph, Ontario. N1G 2W1

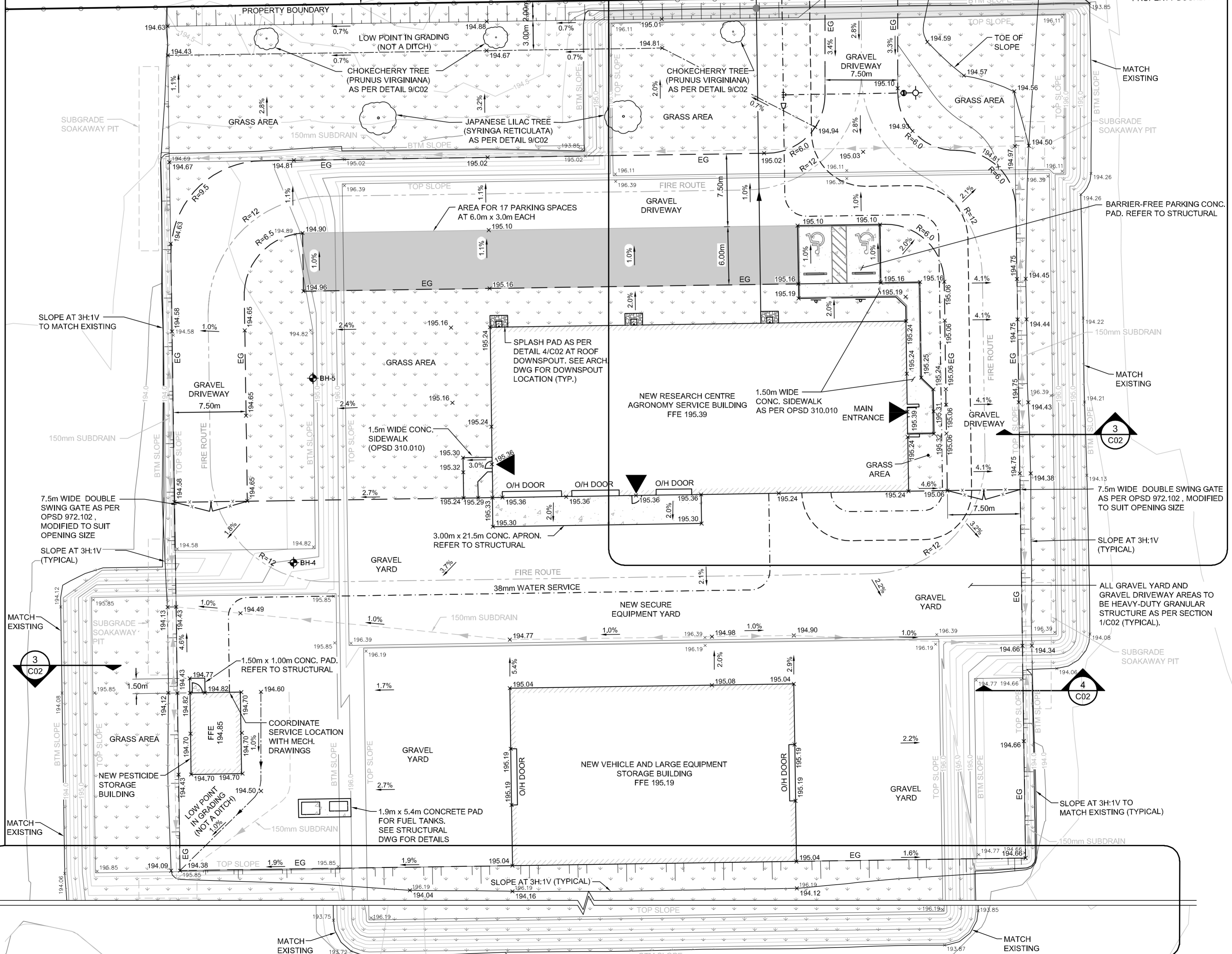
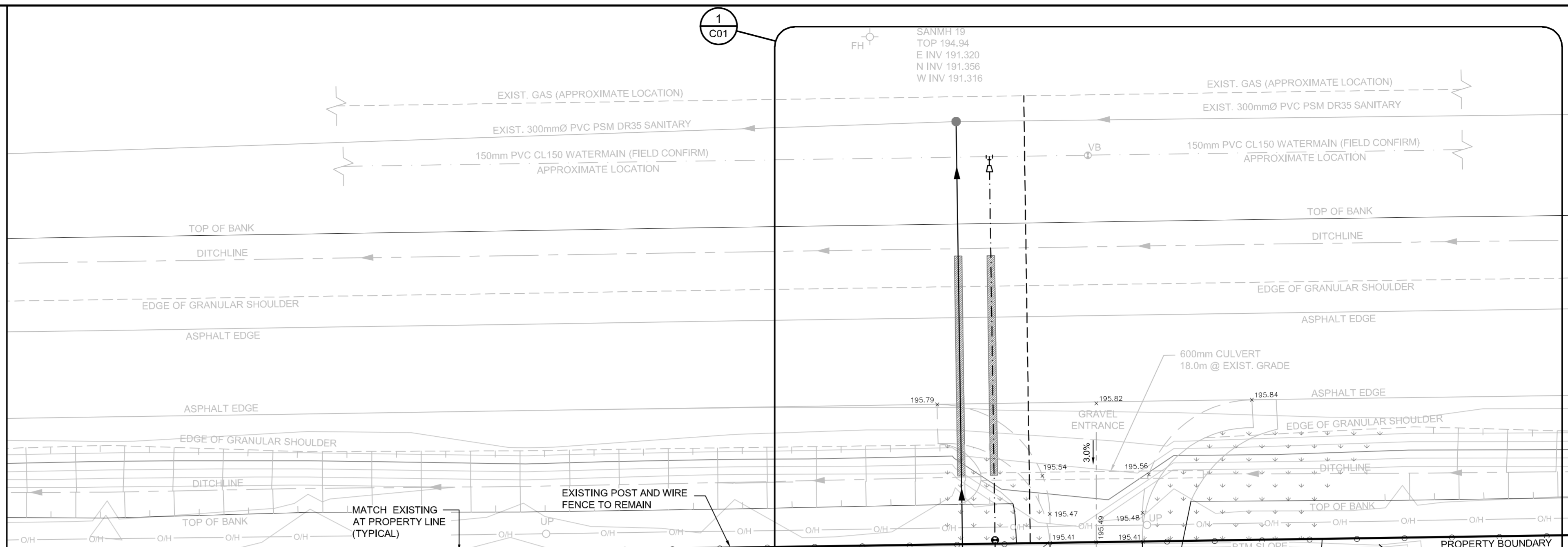
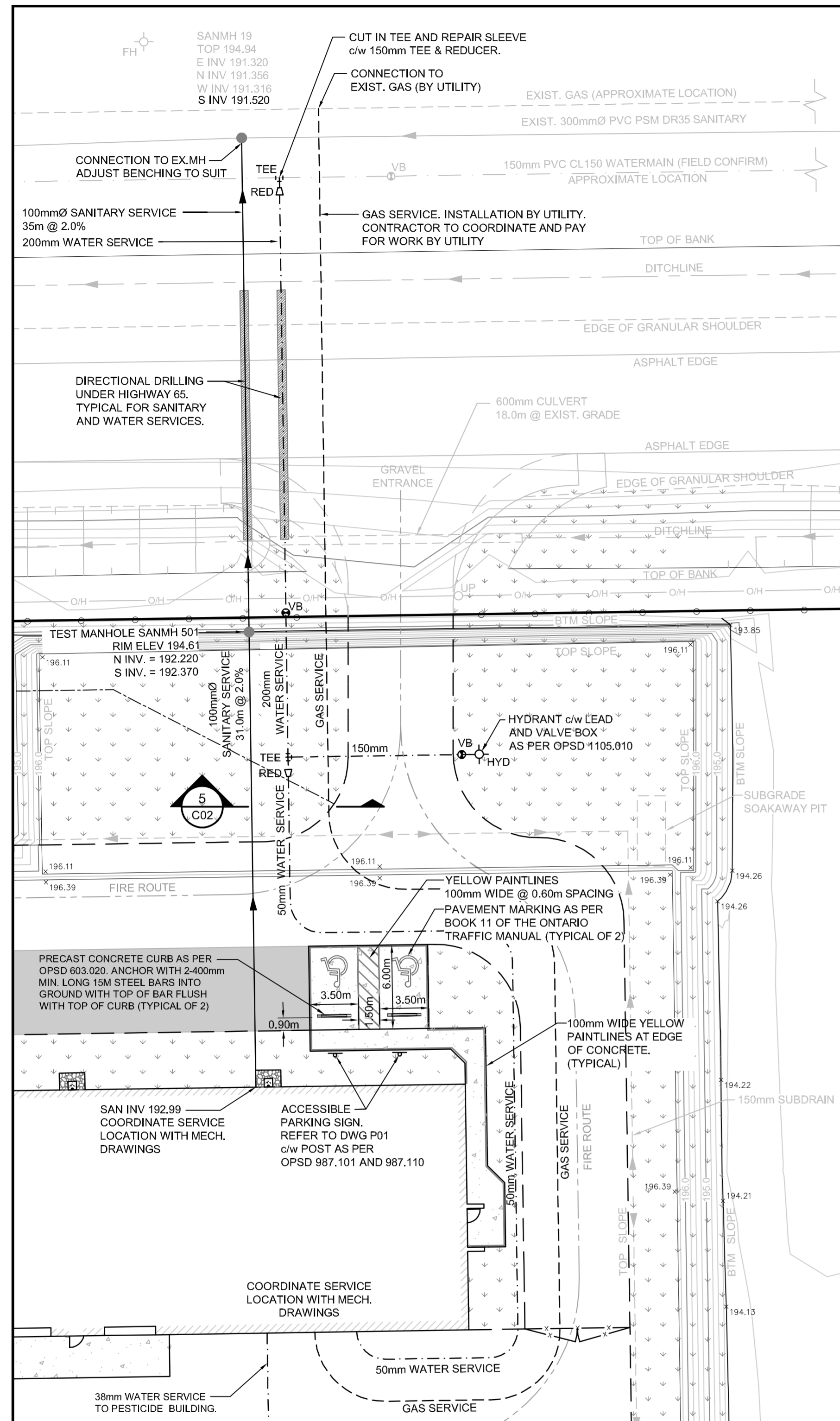
Consultant
JR J.L.Richards
 ENGINEERS - ARCHITECTS - PLANNERS
 www.jrichards.ca

Project
**UNIVERSITY OF GUELPH
 AGRONOMY RESEARCH
 CENTRE**
 Drawing Title
**PLANNING
 SITE PLAN ENLARGED**

Project No.
504061

Location
**NEW LISKEARD AGRICULTURAL
 RESEARCH STATION
 883280 HIGHWAY 65 E**

Scale 1:2000	Date FEBRUARY 28, 2020
Drawn by KTK	Drawing No.
Checked By KM	P02
Approved By DK	
JLR # 27376-01	
Cad File No. ****	



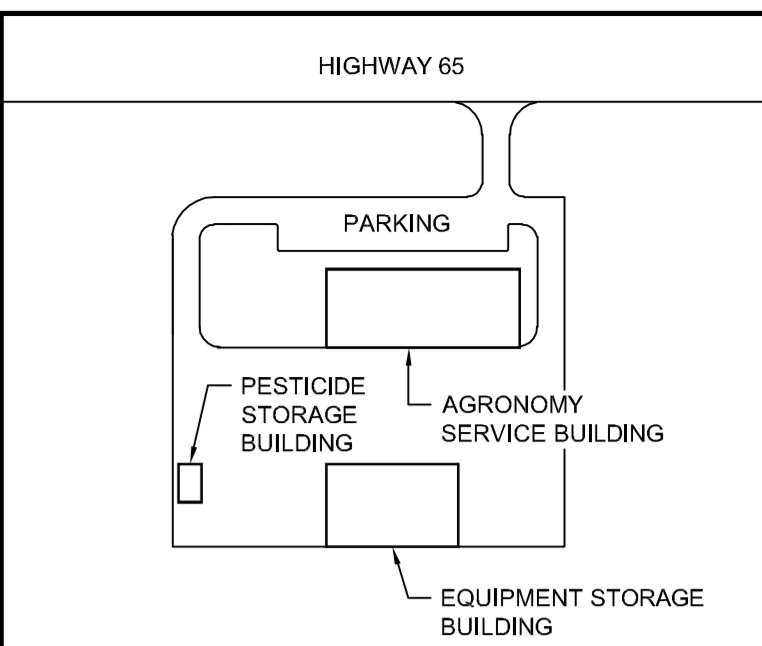
LEGEND

	EXISTING FEATURES
	PROPOSED FEATURES
	EDGE OF ASPHALT
	EDGE OF GRANULAR
	DITCH c/w FLOW DIRECTION
	LOW POINT IN GRADING
	STORM CULVERT
	SUBDRAIN
	GAS SERVICE
	OVERHEAD WIRES
	WATERMAIN / WATER SERVICE
	SANITARY SEWER LINE
	SANITARY MAINTENANCE HOLE
	POST AND WIRE FENCE
	UTILITY POLE
	HYDRANT
	WATERMAIN REDUCER
	VALVE & VALVE BOX
	EXISTING GROUND ELEVATION
	PROPOSED GROUND ELEVATION
	PROPOSED SURFACE SLOPE
	GRASS AREA
	CONCRETE SURFACE
	BUILDING
	EXTENT OF DIRECTIONAL DRILLING
	BOREHOLE (REFER TO GEOTECH REPORT)

1
C01

SERVICING AND BARRIER-FREE PARKING LAYOUT DETAIL

SCALE: 1:250



Key Plan

DO NOT SCALE DRAWINGS:

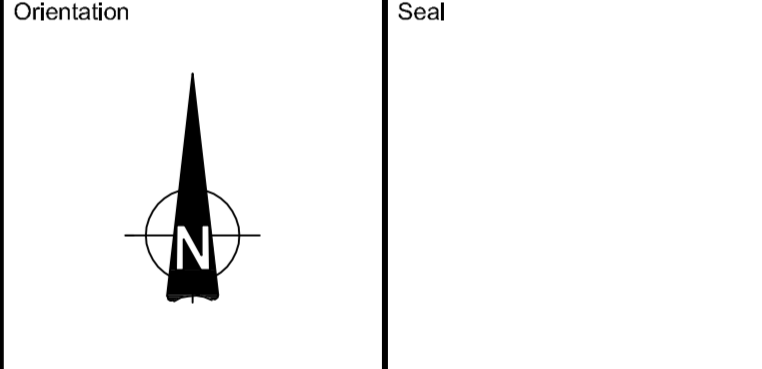
Contractors must check and verify all site conditions. Notify the Owner's Representative in writing before proceeding with the work if discrepancies are evident between the drawings and the site condition. No extras to the contract will be allowed if discrepancies were evident prior to start of work.

UNEXPECTED DISCOVERY OF ASBESTOS:

Where a friable material is discovered during construction, renovations and/or demolition, and it is suspected to contain asbestos, the Contractor must stop all work that may disturb the material. The Contractor shall advise the Owner of the discovery and await instructions from the owner.

	A = Detail number
	B = Drawing number where detailed

1	REVISED PER CITY COMMENTS	DAY	JAN 27, 2020
0	ISSUED FOR BUILDING PERMIT	DAY	DEC 13, 2019
NO. ISSUED	BY	DATE	



UNIVERSITY OF GUELPH

Design, Engineering & Construction
Physical Resources
Guelph, Ontario. N1G 2W1

Consultant

JR J.L.Richards
ENGINEERS - ARCHITECTS - PLANNERS
www.jlrichards.ca

Project

UNIVERSITY OF GUELPH AGRONOMY RESEARCH CENTRE

Drawing Title

CIVIL GENERAL SITE ARRANGEMENT PLAN

Project No.

504061

Location

NEW LISKEARD AGRICULTURAL RESEARCH STATION
883280 HIGHWAY 65 E

Scale	1:250	Date	FEBRUARY 28, 2020
Drawn by	MHR	Drawing No.	C01
Checked By	DKW		
Approved By	DBK		
JLR #	27376-01		
Cad File No.	----		

Subject: Land Disposal – Part 1 on Plan
Plan 54R-6135 – M. & C. Wilson

Report No.: CS-005-2020
Agenda Date: February 4, 2020

Attachments

Appendix 01 – Reference Plan 54R-6135

Appendix 02 – Offer of Purchase and Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-005-2020;
2. That Council directs staff to prepare the necessary by-law for the stopping up and closing of a portion of Glenhill Road being Part 1 on Plan 54R-6135 for consideration at the February 18, 2020 Regular Council meeting;
3. That Council directs staff upon adoption to have said by-law registered at the Land Registry Office; and
4. That Council directs staff to prepare the necessary by-law to enter into an Offer of Purchase and Agreement between the City of Temiskaming Shores as Vendor and Mark and Carol Wilson as Purchasers for Part 1 on Plan 54R-6135 in the amount of \$8,867.00 plus applicable taxes and associated all costs (legal, survey, registration, etc.) in accordance with By-law No. 2015-160 for consideration at the February 18, 2020 Regular Council meeting.

Background

At the September 17, 2019 Regular Council meeting Resolution No. 2019-488 was carried to proceed with a potential disposition of land with Mark and Carol Wilson in accordance with By-law No. 2015-160, as amended.

At the October 1, 2019 Regular Council meeting a public meeting was held in relation to this potential disposition it was noted that the applicant (Mark & Carol Wilson) own on either side of the subject and are looking to consolidate the two existing properties. It was further noted that a reference plan was being prepared as a requirement to legally describe the subject property for the purposes of the land sale as well as the adoption of a Stop Up and Close by-law for that portion of Glenhill Road being acquired.

Analysis:

Appendix 01 - Reference Plan 54R-6135 has been received and the subject property is described as Parts 1 on Plan 54R-6135. It is recommended that Council

consider a by-law for the Stopping Up and Closing that portion of Glenhill Road which would be registered on title at the expense of the applicants.

The valuation of the property has been established at \$8,867.00. It is further recommended that Council consider an Offer of Purchase and Sale Agreement (Appendix 02) with Mark and Carol Wilson for consideration at the February 18, 2020 Regular Council meeting.

Financial / Staffing Implications

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

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

All legal fees and incidental costs will be borne by the Purchaser.

Alternatives

No alternatives are being proposed.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

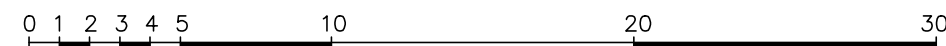
 David B. Treen
 Municipal Clerk

 Shelly Zubyck
 Director of Corporate Services

 Christopher W. Oslund
 City Manager

PLAN OF SURVEY OF
 PART OF GLEN ROAD (EAST OF LAKEVIEW AVENUE)
 REGISTERED PLAN M-79 N.B.
 CITY OF TEMISKAMING SHORES

SCALE 1 : 500 METRES



THE INTENDED PLOT SIZE OF THIS PLAN IS 609mm IN WIDTH BY 457mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:500.
 SURVEYORS ON SITE INC.

LEGEND

- MONUMENT PLANTED
- MONUMENT FOUND
- SSIB SHORT STANDARD IRON BAR
- SIB STANDARD IRON BAR
- IB IRON BAR
- S SET
- M MEASURED
- P1 REGISTERED PLAN M-79 N.B.
- P2 PLAN OF SURVEY BY H. SUTCLIFFE LTD. (FILE S95105).
- SC H. SUTCLIFFE SURVEYING LTD., O.L.S.
- ORP OBSERVED REFERENCE POINT
- SCP SPECIFIED CONTROL POINT
- HCM HORIZONTAL CONTROL MONUMENT

SCHEDULE				
PART	LOT	PLAN	ALL OF PIN	AREA (Ha)
1	PART OF GLEN ROAD	REGISTERED PLAN M-79 N.B.	PIN 61339-0007 (LT)	0.2168
2			PIN 61339-0241 (LT)	7.904 M ²

GEOGRAPHIC TOWNSHIP OF DYMOND

PART 1 COMPRISES ALL OF PIN 61339-0007 (LT).
 PART 2 COMPRISES ALL OF PIN 61339-0241 (LT).

PLAN 54R-6135

Received and deposited

January 24th, 2020

Nora Borgs

Representative for the
 Land Registrar for the
 Land Titles Division of
 Timiskaming (No.54)

NOTES

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.99969397.

BEARINGS SHOWN HEREON ARE GRID BEARINGS AND ARE DERIVED FROM COSINE CONTROL MONUMENTS HCM00819740135 & HCM01019801501 AND ARE REFERRED TO THE 6° UNIVERSAL TRANSVERSE MERCATOR GRID PROJECTION, CENTRAL MERIDIAN 81°00'W, ZONE 17, NAD 83 ORIGINAL ADJUSTMENT.

FOR BEARING COMPARISONS A ROTATION OF -1°34'30" (COUNTER-CLOCKWISE) HAS BEEN APPLIED TO UNDERLYING PLANS P1, & P2.

INTEGRATION COORDINATE TABLES

SPECIFIED CONTROL POINTS (SCPs)

MONUMENT	NORTHING	EASTING
HCM 00819740135	5 261 369.858	598 036.733
HCM 01019801501	5 267 341.128	599 712.544

UTM ZONE 17, NAD83(ORIGINAL)

OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM RTK MEASUREMENTS ON SCPS AND ARE REFERRED TO UTM ZONE 17, NAD83 (ORIGINAL).

COORDINATES SHOWN HEREON HAVE A RELATIVE ACCURACY TO MEET THE REQUIREMENTS OF AN URBAN AREA AT A 95% CONFIDENCE LEVEL AS PER SEC. 14(2) OF O.REG. 216/10 UNDER THE SURVEYS ACT.

POINT ID	NORTHING	EASTING
ORP A	5 261 462.720	599 176.710
ORP B	5 261 540.090	599 174.580

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

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

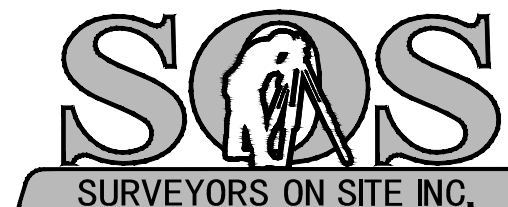
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 1st DAY OF OCTOBER, 2019.

JANUARY 15, 2020

Ryan W. Seguin

RYAN W. SEGUIN
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2104765.



P.O. BOX 1599
 17 WELLINGTON STREET
 NEW LISKEARD, ONTARIO, POJ 1P0
 705-622-0872
 www.surveyorsonsite.com

REGISTERED

GLEN ROAD

LOT 206

LOT 205

M

AVENUE

VIEW

GLEN ROAD
 (GLENHILL ROAD BY BYLAW LT99760)
 PIN 61339 - 0007 (LT)

PART 1

NORTHLAND

ONTARIO

PART 1

NORTHLAND

ONTARIO

SYDENHAM AVENUE
 (NOT OPEN)

RAILWAY

RAILWAY

LOT 288

LOT 287

LOT 289

LOT 373

LOT 374

LOT 375

LOT 376

LOT 377

LOT 369

LOT 370

LOT 371

LOT 372

LOT 235

LOT 234

LOT 233

LOT 232

LOT 231

LOT 230

LOT 229

LOT 228

79 N.B.

The Corporation of the City of Temiskaming Shores

By-law No. 2020-019

Being a by-law to authorize the Sale of Land to Mark and
Carol Wilson being Part 1 on Plan 54R-6135

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

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

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

And whereas By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered Administrative Report No. CS-005-2020 at the February 18, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Mark and Carol Wilson for municipal real property for consideration at the February 18, 2020 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Mark and Carol Wilson as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell the subject land in the amount of \$8,867.00 plus applicable taxes and other such considerations outlined in the said agreement land legally described as:

Part 1 on Plan 54R-6135 Dymond Township, District of Timiskaming.

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 18th day of February, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen

Offer to Purchase

Mark and Carol Wilson

(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,

(as "Vendor") to purchase the property being:

Part 1 on Plan 54R-6135 all in the Dymond Township, District of Timiskaming.

(herein called the "Real Property") at the price of \$ \$8,867.18 payable 5% to the Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

This offer to Purchase shall be conditional upon the Purchaser entering into an agreement with the Vendor on or before closing, failing which this Offer to Purchaser shall be null and void and the deposit returned to the Purchaser without any reduction or interest. Only the Vendor may waive this condition at its option.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 30th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the

balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before March 31, 2020 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

H.S.T.

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or
- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

The Purchaser is required to pay the costs of registration and taxes for both parties documents.

Legal Fees

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Non- Refundable Deposit

The Purchaser and the Vendor acknowledge that a deposit in the amount of two hundred eighty-two dollars and fifty cents (\$282.50) has been paid to the Vendor by the Purchaser. The Purchaser agrees and acknowledges that this deposit shall be non-refundable in the event that the transaction does not close. The deposit shall be credited to the Purchaser on closing.

Road Closing By-Law

The Purchaser and the Vendor acknowledge and agree that a Stop Up and Road Closing By-Law is required as a condition of this transaction. The Purchaser agrees that he shall be fully responsible for the legal costs relating to the registration of the said By-Law. The Purchaser further agrees that he shall be fully responsible for the costs of obtaining the reference plan that shall be required as part of this said By-Law. The Purchaser and Vendor agree that this By-Law must be registered prior to closing and that the Closing Date may be extended as required to permit this.

Deeming By-Law

The Purchaser and the Vendor acknowledge and agree that the Vendor is required to pass a Deeming By-Law as part of the within transaction and that this Agreement shall be fully contingent upon the approval and passing of this said By-Law. The Purchaser agrees that he shall be fully responsible for the legal costs relating to the registration of the said By-Law. The Purchaser and Vendor further agree that the Closing Date for this transaction may be extended as required so that the said Deeming By-Law can be passed.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this _____ day of _____, 2020.

in the presence of:

Purchaser: **Mark & Carol Wilson**

Per: _____
Mark Wilson

Per: _____
Carol Wilson

Purchaser's Address:

Mark & Carol Wilson
P.O. Box 491
New Liskeard, Ontario
P0J 1P0

Attn.: Mark & Carol Wilson

We have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this _____ day of _____, 2020.

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

Mayor - Carman Kidd

Clerk - David B. Treen

Vendor's Address:

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

Attn.: David B. Treen, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

Kemp Pirie Crombeen
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: Paul Crombeen

Phone Number: (705) 647-7353

Vendor's Solicitor:

Evans, Bragagnolo & Sullivan LLP
P.O. Box 490
488 Ferguson Avenue
Haileybury, Ontario P0J 1K0
Attn: Lisa Neil

Phone Number: (705) 672-3338

Subject: Part Lot Control – 2373775 Ontario Inc. **Report No.:** CS-006-2020
Agenda Date: February 18, 2020

Attachments

Appendix 01: Draft by-law to remove part lot control

Appendix 02: Registered Plan 54R-6121

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-006-2020; and
2. That Council directs staff to prepare the necessary by-law to remove part lot control and the lands described as Part of PIN 61339-0129, Part of Block C PL M79NB, Parts 4, 7, 8, 13 to 33, 37 to 39, PL 54R6121; and Part of PIN 61339-0127, Part of Lot 5, PL M79NB Parts 9 to 12, 45, PL 54R6121; Temiskaming Shores; District of Timiskaming for consideration during the by-law portion of the February 18, 2020 Regular Council meeting.

Background

2373775 Ontario Inc. submitted an Application to remove part lot control on February 12, 2020. The subject property is located on the east side of Lakeshore Road and is described as Part of PIN 61339-0129, Part of Block C PL M79NB, Parts 4, 7, 8, 13 to 33, 37 to 39, PL 54R6121; and Part of PIN 61339-0127, Part of Lot 5, PL M79NB Parts 9 to 12, 45, PL 54R6121. The property has municipal addresses 101, 104, 107, 109, 111, 113 – 117, and 119 Rivard Court.

Section 50(5) of the Planning Act provides that part of a lot or block within a registered plan of subdivision cannot be transferred without the approval of the Municipality. However, the part lot control provisions under Section 50(7) of the Planning Act allow a municipality to pass by-laws to remove part-lot control from all or any part of a registered plan of subdivision. Such a by-law has the effect of allowing the conveyance of a portion of a lot or block within a registered plan of subdivision without requiring the approval of the land division committee. Council may pass a by-law removing part lot control at any time. A part lot control by-law does not require notification or a public meeting, or permit an appeal process.

Part lot control exemption is commonly used for further dividing semi-detached and townhouse developments once the structures are built to properly locate the lot line along the common centre wall.

Analysis

Zoning By-law Amendment 2018-154 rezoned the lands to Medium Density Residential (R3), Medium Density Residential Exception 17 (R3-17), and Medium Density Residential Exception 18 (R3-18). Permitted uses include single detached, semi-detached, duplex, multiple (up to 4 units), and street townhouse (up to 4 units) dwellings. The R3-17 and R3-18 exception zones require a minimum setback of 30 m and 20 m respectively from the high-water mark. The proposed development complies with the relevant zoning by-law provisions.

The proposed part-lot control By-law is intended to implement the approved use of the lands for single and semi-detached dwellings. Development is already recognized in the Development Agreement.

The proposed lot fabric is shown in Figure 1 as provided by the applicant.



Figure 1: Proposed Lot Fabric

The application applies to Parts 4, 7 to 33, and 37 to 39, PL 54R6121, with municipal addresses 101, 104, 107, 109, 111, 113 – 117, and 119 Rivard Court. Additional semi-detached dwellings are proposed on Parts 5, 6, and 34 to 36, PL54R6121 which will require another application at the time of construction to further divide those parts.

As the construction of the dwellings for which the part-lot control exemption is being requested are nearing completion, it is recommended that the Part Lot Control exemption be granted for a period ending on December 31, 2020 unless otherwise repealed or extended.

Based on the above we recommend that Council adopt a by-law to exempt part lot control on the lands described as Part of PIN 61339-0129, Part of Block C PL M79NB, Parts 4, 7, 8, 13 to 33, 37 to 39, PL 54R6121; and Part of PIN 61339-0127, Part of Lot 5, PL M79NB Parts 9 to 12, 45, PL 54R6121; Temiskaming Shores; District of Timiskaming.

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”
_____ Sarah Vereault, MCIP,RPP Interim Planner J.L. Richards and Associates Limited	_____ Shelly Zubyck Director of Corporate Services	_____ Chris Oslund City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2020-000

**Being a by-law to remove Part Lot Control from Parts of Block C and
Lot 5, PL M79NB, Temiskaming Shores**

Whereas under to Section 50(7) of the Planning Act, R.S.O. 1990 c.P.13, as amended, the council of a local municipality may by by-law provide that part-lot control does not apply to lands within a registered plan of subdivision or parts of them as are designated in the by-law;

And whereas 2373775 Ontario Inc. has submitted an application to the Corporation of the City of Temiskaming Shores to remove part lot control for a temporary period of time so as to permit the transfer of properties;

And whereas Council considered Administrative Report No. CS-006-2020 at the February 18, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter to remove part lot control for consideration at the February 18, 2020 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. Section 50(5) of the Planning Act does not apply to Part of PIN 61339-0129, Part of Block C PL M79NB, Parts 4,7,8,13 to 33, 37 to 39, PL 54R6121; and Part of PIN 61339-0127, Part of Lot 5, PL M79NB Parts 9 to 12, 45, PL 54R6121; Temiskaming Shores; District of Timiskaming.
2. The descriptions of the resulting lots are set out in Schedule 'A' to this By-law.
3. Pursuant to Section 50(7.3) of the Planning Act, this By-law shall expire on December 31, 2020 unless it shall have prior to that date been repealed or extended by the Council of the Corporation of the City of Temiskaming Shores.
4. This By-law shall not become effective until a certified copy or duplicate of the By-law has been registered in the proper Land Registry Office.
5. And Further that this By-law shall come into force and take effect upon the enactment thereof.

Read a first, second and third time and finally passed this 18th day of February 2020.

Clerk – David B. Treen

101 Rivard Court - Pt Block C PL M79NB, Pts 37, 38, 39 PL 54R6121

104 Rivard Court - Pt Block C PL M79NB, Pt 4 PL 54R6121

107 Rivard Court - Pt Block C PL M79NB, Pts 31, 32, 33 PL 54R6121

109 Rivard Court - Pt Block C PL M79NB, Pts 28, 29, 30 PL 54R6121

111 Rivard Court - Pt Block C PL M79NB, Pts 25, 26, 27 PL 54R6121

113 Rivard Court - Pt Block C PL M79NB, Pts 22, 23, 24 PL 54R6121

114 Rivard Court - Pt Block C PL M79NB, Pt 7 PL 54R6121

115 Rivard Court - Pt Block C PL M79NB, Pts 19, 20, 21 PL 54R6121

116 Rivard Court - Pt Block C PL M79NB, Pt 8 PL 54R6121, Pt Lt 5 PL M79NB Pt 9
54R6121

117 Rivard Court - Pt Block C PL M79NB, Pts 16, 17, 18 PL 54R6121

119 Rivard Court - Pt Block C PL M79NB Pts 13, 14, 15 PL 54R6121, Pt LT 5 PL
M79NB Pts 10, 11, 12, 45 PL 54R6121

PLAN OF SURVEY OF PART OF
LOT 5 & BLOCK 'C'
REGISTERED PLAN M-79 N.B.
CITY OF TEMISKAMING SHORES
 DISTRICT OF TIMISKAMING
 SCALE 1 : 750 METRES
 0 5 10 15 30 60 90
 SURVEYORS ON SITE INC.
 THE INTENDED PLOT SIZE OF THIS PLAN IS 914mm IN WIDTH BY
 609mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:750.

POINT	NORTHING	EASTING
19	5261153.3	599568.9
20	5261175.7	599566.5
21	5261186.7	599567.0
22	5261199.6	599571.3
23	5261219.4	599571.6
24	5261232.1	599611.8
25	5261244.1	599607.8
26	5261255.5	599601.0
27	5261266.3	599590.3
28	5261286.8	599562.4
29	5261359.6	599523.7

POINT	NORTHING	EASTING
30	5261173.2	599534.4
31	5261180.5	599531.1
32	5261192.2	599527.6
33	5261204.8	599526.7
34	5261217.9	599528.9
35	5261234.3	599575.8
36	5261309.0	599516.7

- LEGEND**
- MONUMENT FOUND
 - MONUMENT PLANTED
 - SBIB SHORT STANDARD IRON BAR
 - SIB STANDARD IRON BAR
 - RIB ROUND IRON BAR
 - IB IRON BAR
 - M MEASURED
 - S SET
 - P DENOTES PLAN 54R-2668
 - P1 DENOTES PLAN 54R-3075
 - P2 DENOTES PLAN 54R-4165
 - P3 DENOTES PLAN 54R-4243
 - P4 DENOTES PLAN 54R-1614
 - exp exp GEOMATICS INC., O.L.S
 - (SC) H. SUTCLIFFE LTD., O.L.S
 - OU ORIGIN UNKNOWN
 - PT PART
 - WT WITNESS

SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
00819740135	5261369.86	598036.73
01019801501	5267341.13	599712.54
UTM ZONE 17, NAD83(CSRS)(2010)		

POINT ID	NORTHING	EASTING
Ⓐ	5261141.13	599449.27
Ⓑ	5261305.90	599392.77
Ⓒ	5261360.02	599540.45
Ⓓ	5261150.43	599540.90

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

NOTES

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.99968019.

BEARINGS ARE UTM GRID, AND ARE DERIVED FROM SCPS, COSINE MONUMENTS HCOM0819740135 & HCOM01019801501 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) NAD83(CSRS)(2010).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:

P1, P4 - 1°28'20" COUNTER CLOCKWISE
 P, P2, P3 - 1°27'20" COUNTER CLOCKWISE

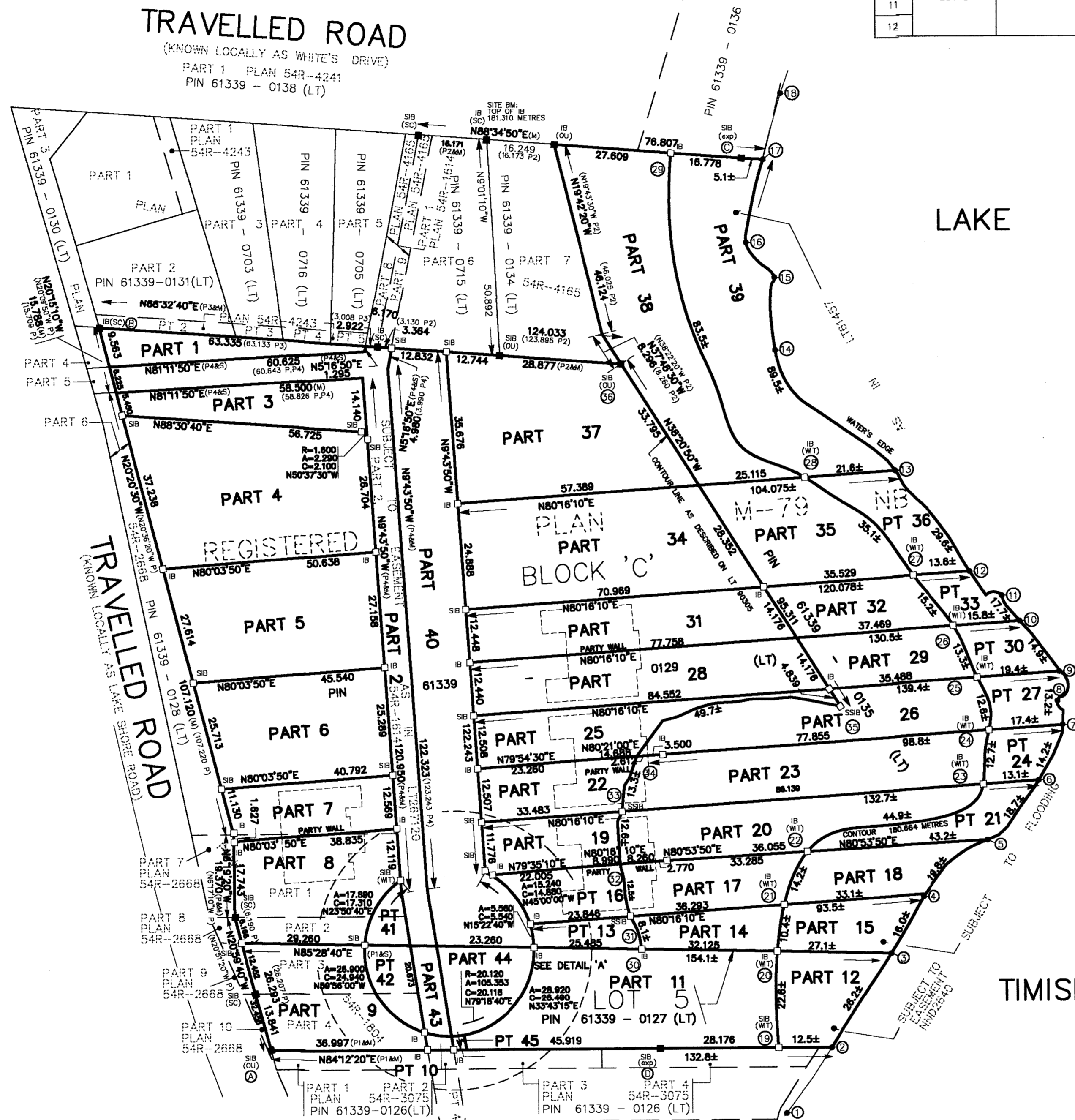
ELEVATION NOTES:

ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE REFERRED TO COSINE MONUMENT 01019806401V, HAVING A PUBLISHED ELEVATION OF 275.711 METRES CGVD28.

A SITE BENCHMARK WAS ESTABLISHED ON THE TOP OF AN IB (SC) WITH AN ELEVATION OF 181.310 METRES CGVD28.

CONTOUR NOTE:

THE ELEVATION CONTOUR 180.664 METRES (CGVD28) SHOWN HEREON IS EQUAL TO 180.442 METRES BASED ON THE DEPARTMENT OF PUBLIC WORKS DATUM. THE DEPARTMENT OF PUBLIC WORKS DATUM EXISTED AT THE TIME NND2640 WAS PREPARED.



POINT	NORTHING	EASTING
1	5261138.3	599572.2
2	5261154.5	599581.4
3	5261177.9	599593.4
4	5261191.7	599599.6
5	5261206.5	599613.9
6	5261221.6	599624.5
7	5261235.0	599628.9
8	5261240.4	599627.2
9	5261247.4	599626.9
10	5261258.2	599616.6
11	5261263.7	599611.7
12	5261268.6	599603.6
13	5261290.4	599583.7
14	5261315.7	599552.8
15	5261332.7	599550.9
16	5261340.3	599543.4
17	5261360.3	599545.6
18	5261376.0	599548.1

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 24th DAY OF SEPTEMBER, 2019.

NOVEMBER 1, 2019

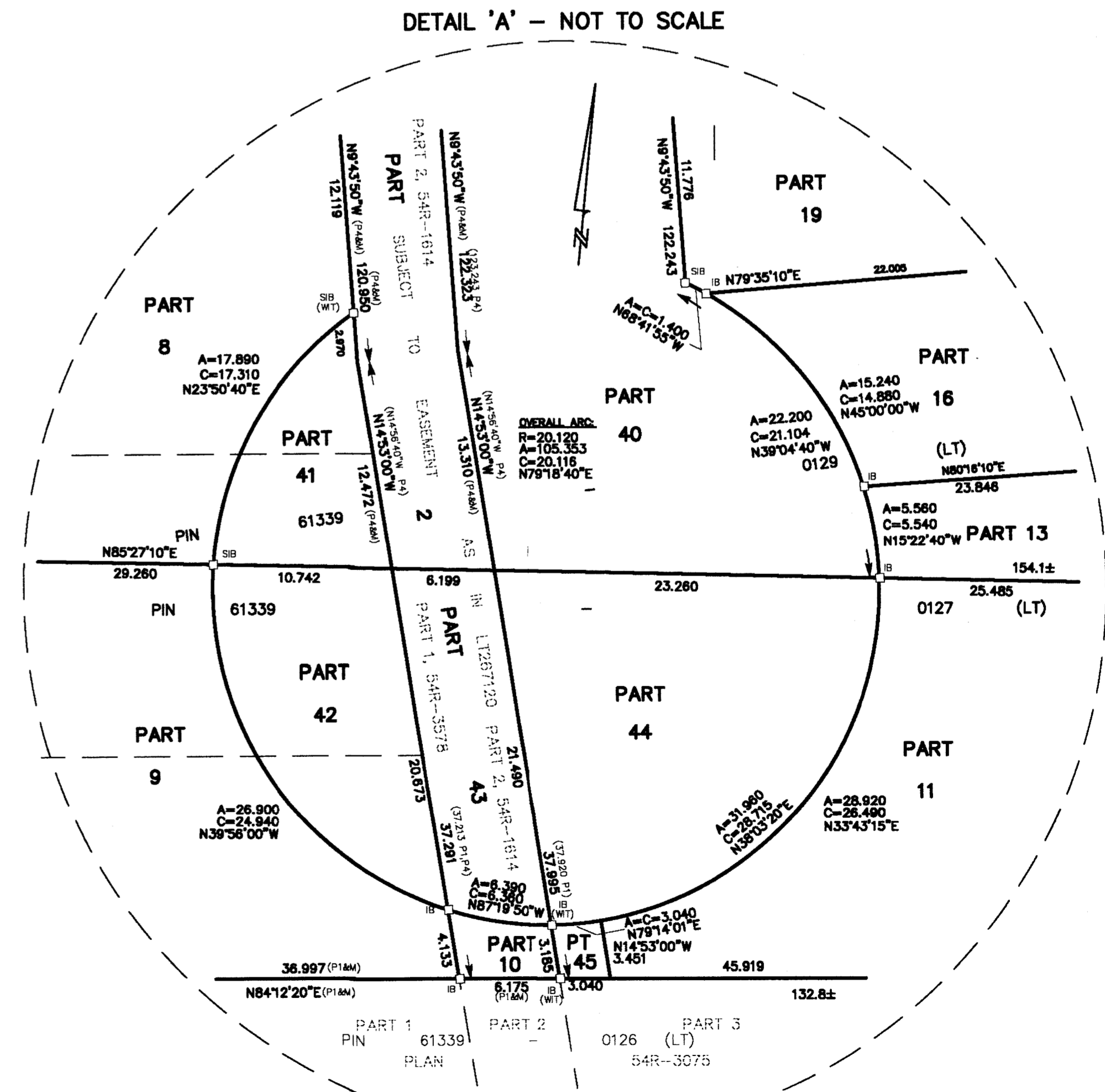
RYAN W. SEGUIN
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER 2104753.

PART	PART OF LOT	PLAN	ALL OF PIN	AREA (m ²)
1				323.3
2				1220.6
3				523.6
4				1734.7
5	'BLOCK C'	REGISTERED PLAN M-79 N.B.	PIN 61339-0129 (LT)	1305.9
6				1091.5
7				498.2
8				910.1
9				774.0
10				21.3
11	LOT 5		PIN 61339-0127 (LT)	1479.2±
12				448.1±

PART	PART OF LOT	PLAN	ALL OF PIN	AREA (m ²)
13			PIN 61339-0129 (LT)	162.0±
14			PIN 61339-0135 (LT)	313.5±
15				372.7±
16			PIN 61339-0129 (LT)	324.5±
17				489.6±
18			PIN 61339-0135 (LT)	438.5±
19			PIN 61339-0129 (LT)	404.8±
20			PIN 61339-0135 (LT)	867.5±
21				332.6±
22			PIN 61339-0129 (LT)	450.8±
23			PIN 61339-0135 (LT)	1074.9±
24				199.3±
25			PIN 61339-0129 (LT)	616.7±
26			PIN 61339-0135 (LT)	904.6±
27				224.2±
28			PIN 61339-0129 (LT)	1010.0
29			PIN 61339-0135 (LT)	454.4±
30				219.2±
31			PIN 61339-0129 (LT)	925.4
32			PIN 61339-0135 (LT)	454.4±
33			PIN 61339-0129 (LT)	182.8±
34				1597.3
35			PIN 61339-0135 (LT)	807.2±
36				396.2±
37			PIN 61339-0129 (LT)	1586.6
38			PIN 61339-0135 (LT)	1656.8±
39				1568.1±
40			PIN 61339-0129 (LT)	2086.0
41				102.9
42				182.8
43				128.8
44			PIN 61339-0127 (LT)	365.1
45				10.1

PIN SUMMARY: PARTS 1 THROUGH 8 (INCLUSIVE), 13, 16, 19, 22, 25, 28, 31, 34, 37, 40 & 41 COMPRISE ALL OF PIN 61339-0129 (LT).
 PARTS 14, 15, 17, 18, 20, 21, 23, 24, 26, 27, 29, 30, 32, 33, 35, 36, 38 & 39 COMPRISE ALL OF PIN 61339-0135 (LT).
 PARTS 9, 10, 11, 12, 42, 43, 44 & 45 COMPRISE ALL OF PIN 61339-0127 (LT).
 PARTS 2, 10 & 43 ARE SUBJECT TO AN EASEMENT AS IN LT267120.
 PART 12 IS SUBJECT TO AN EASEMENT AS IN NN2460.
 PARTS 15, 18, 21, 24, 27, 30, 33, 35, & 39 ARE SUBJECT TO AN EASEMENT AS IN LT61457.



PLAN 54R-6121
 Received and deposited
 November 15th, 2019
 Susy Martino
 Representative for the
 Land Registrar for the
 Timiskaming (No.54)

SOS
 SURVEYORS ON SITE INC.
 P.O. BOX 1599
 17 WELLINGTON STREET
 NEW LISKEARD, ONTARIO, POJ 1P0
 705-622-0872
 www.surveyorsonsite.com

The Corporation of the City of Temiskaming Shores

By-law No. 2020-000

**Being a by-law to enter into an agreement with the Township
of Harris 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 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. 000-2020-PW at the February 18, 2020 Regular Council meeting and agreed to enter into agreements with the Township of Harris for the acceptance of recyclable material at the Spoke Transfer station;

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 **Township of Harris** 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 the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 18th day of February, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2020-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Township of Harris

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 18th day of February, 2020;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Corporation of the Township of Harris
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality 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”.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City fee for 2020 of \$295 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. 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 provided to the municipality in writing.

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 the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) 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 accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality 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 the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. 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 the Municipality 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) The Municipality 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) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
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 the Municipality, addressed as follows:

Township of Harris
903303 Hanbury Road
R. R. # 2
New Liskeard, Ontario
P0J 1P0

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. **Right of Termination** – Either party shall have the right to terminate this agreement by providing written notice to the other party a minimum of thirty (30) days of its intention and thereupon any payments owing to the City under this agreement shall be computed, apportioned and paid in full to the date of such termination.
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 Seal)

Municipal Seal)

Township of Harris

Reeve – Chantal Despres

Clerk – Anita Herd

**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.

Subject: Contract Administration Services – **Report No.:** PW-003-2020
Phase 2 & 3 Dymond Looping Project **Agenda Date:** February 18, 2020

Attachments

Appendix 01: Contract Administration Proposal - EXP

Appendix 02: Single Source Justification Form

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-003-2020, more specifically Appendix 01 - EXP Contract Administration proposal;
2. That as outlined in By-law No. 2017-015, *Procurement Policy, Section 10*, Council approves to waive the tendering procedure and award the Contract Administration services related to the construction of Phase 2 & 3 of the Dymond Looping Project to EXP based on the justification as outlined in Appendix 02; and
3. That Council directs Staff to prepare the necessary Purchase Order in the amount \$57,680.00 plus HST.

Background

In May of 2014, Council approved entering into a contractual agreement with EXP for the design of Phase 1 of the New Liskeard and Dymond Water Distribution Linking Project. As Council may recall, the linking of the two systems was based on Ministry requirements to address bacterial issues found within the raw water in Dymond. Throughout the design process it was identified within the water model that a slight reduction in water volume/pressure would occur, however the design would still meet Ministry regulations. At that time, a need for future phases (phase 2 & 3) to the project were identified to address water volume/pressure. The additional phases would consist of the installation of a dedicated feeder main along Raymond Street in Dymond along with strategically placed pressure reducing valves within the distribution system.

In 2015, the City was successful in receiving funding through the Ontario Community Infrastructure Fund resulting in Council entering into a contractual agreement with Pedersen Construction (2013) Inc. for the construction of Phase 1. This phase of the project was completed in January of 2016. Since the completion of Phase 1, staff have worked closely with EXP and the Ontario Clean Water Agency addressing residential water volume/pressure concerns as well as “tweaking” operations associated with the water distribution system in Dymond.

At the Regular Council Meeting held on May 7, 2019, Council approved entering into an agreement with EXP to complete the detail design of Phase 2 and 3. The timing for the completion of the design was based on two major development proposals in the area. As noted above, this design includes a dedicated feeder main along Raymond Street in Dymond along with strategically placed pressure reducing valves within the distribution system. In November of 2019, the design was completed and the tender for construction was released and closed on November 19, 2019.

Most recently, at the Regular Council Meeting held on February 4, 2020, Council approved the construction of Phase 2 and 3 as a Capital Project within the 2020 Budget and awarded the project to Pedersen Construction Inc. based on the tender results.

Analysis

In relation to the Dymond Looping Project, EXP has been the consultant to date for the design/contract administration of Phase 1, the design and award of tender for Phase 2 and 3 and the development of the related water model. Therefore, it is Staff's recommendation that it would be in the City's best interest to award the Contract Administration of Phase 2 & 3 to EXP in the amount of \$ 57,680.00 plus HST. Appendix 01 outlines the proposal provided by EXP.

As outlined in the Procurement Policy By-law No. 2017-015, Section 10.10 (ii) Single/Sole Source, consultation with the City Manager shall take place to consider the grounds that the single/sole source will be in the best interest of the City. This consultation took place resulting in the development of this report and the submission of the required justification form which is attached as Appendix 02.

Relevant Policy / Legislation/City By-Law

By-Law No. 2017-015, Procurement Policy, Section 10. 10 (ii) Single/Sole Source

Asset Management Plan Reference

Section 4.2 – Water Distribution System

Consultation / Communication

- Administrative Report PW-015-2019, dated May 7th, 2019
- Memo 015-2019-PW, dated November 1st, 2019
- Administrative Report PW-002-2020, dated February 4th, 2020
- Consultation with City Manager

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

Through the 2020 Capital Budget Deliberations, Council approved \$ 1,100,000.00 for the completion of Phase 2 and 3 of the Dymond Looping project.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



January 28th, 2020

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

Attention: Mr. Steve Burnett, Technical and Environmental Compliance Coordinator

Re: Dymond Watermain Infrastructure Upgrades – Contract Administration

We are pleased to submit the following price proposal for Contract Administration Services for the Dymond Watermain Infrastructure Upgrades project, EXP Project # NWL-01901030.

Further to the above, the scope of engineering services will include:

- 2.1 Contract Administration and Shop Drawing Review.
- 2.2 Construction Meetings.
- 2.3 Construction Supervision and Inspection.
- 2.4 As-Constructed Survey and Drawings.
- 2.5 Construction QA and Testing Reports

1.0 Contract Admin and Shop Drawing Review	\$5,450.00
2.0 Construction Meetings	\$2,040.00
3.0 Construction Supervision and Inspection	\$41,450.00
4.0 As-Constructed Survey and Drawings	\$7,090.00
5.0 Construction QA and Testing Reports	\$1,650.00
Total Estimated Fees: (Excluding HST)	\$57,680.00



The terms of this proposal are valid for 120 days from the date of issue. Should this time limit be exceeded, we would be pleased to review our proposal and resubmit it to you with any changes that may be appropriate.

We thank you for considering EXP Services Inc. for this project, and we look forward to working on the project with you. If you have questions or concerns regarding this proposal, please contact the writer.

If this proposal is acceptable, kindly sign one (1) copy of this document, initial the attached EXP Terms and Conditions and return the documents to our office for our records. Alternatively, if desired, another mutually acceptable contract form referring to the terms of this proposal may be used for this project.

Sincerely,

EXP Services Inc.

A handwritten signature in black ink, appearing to read "Hayden Fiset", written over a horizontal line.

Hayden Fiset, P. Eng.
Project Manger
Infrastructure & Transportation

Enclosure

cc: Nolan Dombroski P. Eng., EXP

ACCEPTED BY: _____

DATE: _____



TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** The signing of the Work Authorization form attached to these Terms and Conditions, which together with CONSULTANT's proposal shall collectively be referred to as the Agreement, will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES.** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labour or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT.** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement, including laboratory services, if required. Compensation for such services shall be in accordance with CONSULTANT's current Fee Schedule or the terms of the proposal, which do not include applicable taxes. CLIENT shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES.** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES.** Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the Province of Ontario. .
8. **STANDARD OF CARE.** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by CONSULTANT.



10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CONSULTANT shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. CLIENT and CONSULTANT agree that any legal actions arising directly or indirectly from this Agreement and/or CONSULTANT's performance of the Services shall be filed no later than two years from the date the Services have been performed.
11. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
12. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all documents (including reports, drawings and specifications, and electronic or digital copies) required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT. CONSULTANT hereby grants to CLIENT a non-exclusive right and royalty-free license to use, disclose and reproduce the documents solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
13. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel, may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
14. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. Without limiting the generality of the foregoing, CONSULTANT shall have no liability to the CLIENT or any third party for Mould Related Claims, contaminants, or any other hazardous, dangerous or toxic substance. For the purposes of this section, Mould Related Claims means any claim arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect Mould, Mildew or other Fungus in any form. Mould, Mildew, or other Fungus means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew, or fungus, and includes any and all mycotoxins, spores, scents, or other byproducts that are produced by the above-described groups or substances. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of Mould, Mildew, or other Fungus, contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
15. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
16. **SOLICITATION.** Neither Party will, directly or indirectly, for a period of two years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.
17. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
18. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario.



Single / sole Source Justification

Attach this completed form to requisitions when competitive bids are not solicited.

Requested Single/Sole Source Supplier:

Company Name: EXP

Contact Name: Nolan Dombrowski

Address: 310 Whitewood Ave. West

City: New Liskeard Prov: ON Postal Code: POJ 1P0

Phone Number: 905-647-4311 E-mail: Nolan Dombroski<nolan.dombroski@exp.com>

<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Single Source	<input type="checkbox"/> No Substitute
(No other known source or the only source meeting specification requirements)	(Only the designated Supplier is acceptable, others may exist)	(Specified item is required due to uniqueness, research continuity, etc.)

Description of Product or Service:

To supply Contract Administration services related to Phase 2 & 3 of the Dymond Looping Project

Estimated Cost: \$

57,680.00 + HST (Proposal)

Complete the following checklist:

A specific contractor is the only source of the required item because (check all that apply):

- The required items are **proprietary to the Contractor**
 - A specific item is needed;
 - To be compatible or interchangeable with existing hardware;
 - As spare or replacement hardware;
 - For the repair or modification of existing hardware, or
 - For technical evaluation or test.
- There is a **substantial technical risk** in contracting with any other contractor (e.g. only one contractor has been successful to date in implementing a difficult manufacturing process.)
- For support services effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g. the chances of another firm winning a competition are clearly remote).

Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition exists so that the recommended company has a significant advantage over any other company who can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

In 2014, Council entered into a contractual agreement with EXP for phase 1 of the New Liskeard/Dymond Water Distribution Linking Project. Phase 1 of the project was related to connecting the two systems and decommissioning the Dymond wells to address bacterial issues within the raw water in Dymond. It was understood at that time that additional phases would be required in the future to address water volume/pressure.

EXP has been the consultant to date for the design/contract administration of Phase 1, the design and award of tender for Phase 2 and 3 and the development of the related water model. Therefore, it is Staff's recommendation that it would be in the City's best interest to award the Contract Administration of Phase 2 & 3 to EXP.

Requested by: _____
Department Head Date

Reviewed by: _____
City Manager Date

Endorsed by: _____
Council Date

Memo

To: Mayor and Council
From: Mathew Bahm, Director of Recreation
Date: February 18, 2020
Subject: Canadian Dermatology Association Shade Structure Grant Application
Attachments: None

Mayor and Council:

The Splash Pad Committee has identified a funding opportunity that they plan to apply for with the Canadian Dermatology Association. This grant is the Shade Structure Grant Program and provides funds for the provision of shaded areas in outdoor recreation spaces.

As per By-law No. 2017-100 being a by-law enter into a Strategic Alliance Agreement with the Rotary Club of Temiskaming Shores and Area for the development of a permanent Splash Pad Park in the City of Temiskaming Shores, the municipality may seek funding opportunities on behalf of the partnership for the project.

Staff is recommending that the Council for the City of Temiskaming Shores approve the submission of a funding application to the Canadian Dermatology Association Shade Structure Grant Program.

Prepared by:

Reviewed and submitted for
Council's consideration by:

Mathew Bahm
Director of Recreation

Christopher W. Oslund
City Manager

Subject: City of Temiskaming Shores Age
Friendly Program

Report No.: RS-001-2020
Agenda Date: February 18, 2020

Attachments

Appendix 01:

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-001-2020 and
2. That Council direct staff to continue the Age Friendly Program as-is until at least the end of 2021 and that staff complete a full program review in Q1 2022.

Background

The Age Friendly Program is run by the City of Temiskaming Shores Age Friendly Coordinator. The program provides recreation and leisure opportunities for senior residents of Temiskaming Shores and Area. The main purpose for the position at the time of creation was to ensure that the groundwork, established partnerships, community outreach activities, Age Friendly Community Plan and youth related activities developed by the Healthy Kids Community Challenge initiative continue to benefit the residents of Temiskaming Shores.

The Age Friendly Coordinator provides programming for seniors and children while collaborating with numerous local organizations including but not limited to the Timiskaming Health Unit, Centre de santé du Temiskaming, Keepers of the Circle, DTSSAB, Temiskaming Child and Family Services, Canadian Mental Health Association, Northdale Manor, Timiskaming Home Support and others. Their programming provides low-cost options for people to stay active, socialize, and improve their overall quality of life.

The City of Temiskaming Shores is home to 9,920 people according to the 2016 census and of that number, 23.5% of them are 65 years of age or older. The province of Ontario as a comparison has 16.7% of residents are 65 years of age or older. If we expand our consideration to those who are 55 years of age or older the percentage of City residents who are that age or older jumps to 38.7%. In comparison the Province of Ontario as a whole the number of people who are 55 years of age or older is only 30.39%.

After changes to the programming budget, the Age Friendly Plan for 2020 includes twenty-four Coffee Hour sessions, two Seniors Dances, the creation of the Age Friendly Business Program, various other collaborations with local agencies, and a variety of

physical activity opportunities including a Pilates session and a swim to survive course at the Haileybury Beach.

At the January 7, 2020 regular meeting of council, council requested information regarding the Age Friendly Program specifically, information regarding attendance of the program and the percentage of participants who live outside the City of Temiskaming Shores who utilize the program. At a subsequent meeting of council, it was requested by council that revenue generating opportunities for the program be explored and reported on.

Analysis

Non-Resident Usage

The Age Friendly Coordinator has provided information for attendance from January, 2020 whereby there was pickleball, line dancing, aquafitness, adult swimming, indoor walking and coffee hours offered. In January we had 715 people attend our programming, of which, 14.1% of people were non-residents. Overall, each session is being attended by approximately 15 people with the vast majority being residents of the City of Temiskaming Shores. Our most popular activity has been pickleball which also has been long running and benefits from an organized players group. They also have the highest number of non-resident participants at 21%. Our line dancing sessions, which are new this year, as a contrast, had a non-resident participation rate of 3%. Our indoor walking program has not had any non-residents attend so far in January and our coffee hour dates in January had 20 participants with 2 being non-residents.

To compare, our January stats for the pool and fitness centre show attendance of 4,501 people over 30 days. Of those 4,501 people who attended the PFC in January 14.6% were non-residents.

The information available shows that only a small minority of people who live outside the City of Temiskaming Shores use the Age Friendly Program.

While the Recreation Master Plan is still in development, there is interesting information already collected which shows that Downtown New Liskeard is both the oldest sector of the city and the sector with the lowest median household income. With the majority of Age Friendly Programming occurring in New Liskeard we are doing a good job of bringing this program as close as possible to those who are most likely to use it.

Revenue Generation

Staff looked at four options for additional revenue generation for the Age Friendly.

1. Memberships

- To participate in age-friendly programming a member of the public would have to purchase a membership and receive a membership card that is scanned as they arrive at each session. The infrastructure is already in place for membership cards and tracking through our recreation management software but would limit overall participation in the program

2. Non-Resident Memberships

- Those who do not live in the City of Temiskaming Shores would need to purchase a membership and receive a card that is scanned before participating in any activity. The infrastructure is in place already for membership cards and tracking through our recreation management software.

3. Punch Passes

- Participants would need to purchase a card that is punched each time they attend an Age Friendly Program. This effectively moves the program to a pay-per-use model.

4. Participant Pay-Per Use at Special Events

- Like using punch passes, this type of model would charge a pay-per-use fee for larger events the age friendly program hosts such as the upcoming Valentines Day dance.

Of the options presented above, there are a number of foreseeable issues that would need to be considered before any could be implemented. The most pressing would be that moving to any type of user-pay model erects a barrier to participation that will result in some people no longer being able to attend the program and not receive the benefits that it provides. By continuing to offer the program for free we greatly increase the number of new participants who try out our programs and allows us to reach a much large number of people in the community. One of the best parts of the program is the number of people who will drop in to various programs just to socialize. They may not be able to participate, or aren't interested in the activity but can still stop by and socialize with those who are there. Some of the options offered above would see this benefit completely removed. Further, implementing more revenue generating policies for the age-friendly program has not been presented or received input from the Age Friendly Committee.

The potential for revenue generation lies anywhere from \$2,000 to \$15,000 depending on the type of policy that was implemented and the fee charged. Should this be something that council wishes to proceed further with I would undertake a more thorough analysis encompassing the exact number of participants expected, the expected revenue at different models and price points, the expected decrease in participation and the expected additional cost to collect that revenue.

With the low number of non-resident participants and the risk of hindering participation by seniors who are a growing and significant part of our community I do not recommend that we continue looking into implementing user fees for the Age Friendly program.

This position has not been well supported since it was brought in house as a full-time position in early 2019. Our permanent Age Friendly Coordinator is on maternity leave and our temporary coordinator was not able to shadow them for any period of time. We've had two Directors of Recreation and we haven't had the Superintendent of Community Programs available to directly supervise the position since our current coordinator started. With so much change in such a short period of time the program has not been able to reach its full potential. It is recommended that staff continue the Age Friendly Program as-is until at least the end of 2021 and that staff complete a full program review in Q1 2022. At that time, we will have 2 full years of participant data to review and will have allowed our permanent Age Friendly Coordinator a full calendar year to deliver the program. Any significant changes before that time frame wouldn't allow it the chance to succeed as it was intended when it was approved in 2019.

Financial / Staffing Implications

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

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

Alternatives

Instruct staff to fully investigate various types of user fees for participation in the Age Friendly Program

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"original signed by"

"original signed by"

Mathew Bahm
Director of Recreation Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2020-015

Being a by-law to authorize the execution of a Site Plan Control Agreement with Pedersen Materials Ltd. for Part North Half Lot 9, Concession 3, Dymond; 144 Drive in Theatre Road, 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 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-003-2020 at the February 18, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with Pedersen Materials Ltd. for consideration at the February 18, 2020 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. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with Pedersen Materials Ltd. for Part North Half Lot 9, Concession 3, Dymond; 144 Drive in Theatre Road, Temiskaming Shores, 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, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be

deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of February 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2020-015
Site Plan Control Agreement
(Pedersen Materials Ltd.)

This agreement, made in triplicate, this 18th day of February, 2020.

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:

Pedersen Materials Ltd.
P.O. Box 2409, New Liskeard, ON P0J 1P0
(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 December 11, 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 Part North Half Lot 9, Concession 3, Dymond; 144 Drive in Theatre Road, Temiskaming Shores;

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 approved Stormwater Management Report dated February 6, 2020 (Appendix 25); and further agrees to maintain same to the satisfaction of the City and the MTO;
 5. That prior to work commencing for Phase 2 of the development as noted in Drawing A1.1 (Appendix 1) that any required Stormwater Management Brief and recommendations thereof be completed to the satisfaction of the City and the MTO;
 6. That prior to work commencing for Phase 2 of the development as noted in Drawing A1.1 (Appendix 1) that any required Traffic Statement and recommendations thereof be completed to the satisfaction of the City and the MTO;
 7. To construct an entrance/exit in the locations as shown on the Plans to the satisfaction of the City;
 8. 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;
 9. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the City’s Public Works Department and Building Department and the MTO;
 10. That the Owner will be responsible for the extension of municipal water and sanitary sewer services from the mains on Grant Drive to the property line;
 11. 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;
 12. 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;
 13. 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.

14. 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.
15. 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.
16. 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.
17. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$322,193.91 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.
18. 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.

19. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.
20. 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.
21. 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.
22. 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.
23. 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.
24. The following Appendices are attached to this agreement:
 - Appendix 1 – SITE PLAN – OVERALL LAYOUT; DRAWING #: A1.1; DRAWN BY: TED HANDY ASSOCIATES; JANUARY 22, 2020.
 - Appendix 2 – SITE PLAN DETAILS; DRAWING #: A1.2; DRAWN BY: TED HANDY ASSOCIATES; DECEMBER 5, 2019.
 - Appendix 3 – ELEVATIONS – PHASE 1; DRAWING #: A3.1; DRAWN BY: TED HANDY ASSOCIATES; DECEMBER 5, 2019.
 - Appendix 4 – ELEVATIONS – PHASE 2; DRAWING #: A3.2; DRAWN BY: TED HANDY ASSOCIATES; DECEMBER 5, 2019.
 - Appendix 5 – CIVIL WORKS SITE PLAN; DRAWING #: 3; DRAWN BY: EXP.

SERVICES INC.; DECEMBER 5, 2019.

Appendix 6 – CIVIL WORKS SITE PROFILES; DRAWING # 4; DRAWN BY EXP. SERVICES INC.; OCTOBER 21, 2019.

Appendix 7 – CIVIL WORKS SITE GRADING-1; DRAWING # 5; DRAWN BY EXP. SERVICES INC.; DECEMBER 5, 2019.

Appendix 8 – CIVIL WORKS SITE GRADING-2; DRAWING # 6; DRAWN BY EXP. SERVICES INC.; DECEMBER 5, 2019.

Appendix 9 – CIVIL WORKS TYPICAL SECTIONS – WEST PARKING; DRAWING # 7; DRAWN BY EXP. SERVICES INC.; OCTOBER 21, 2019.

Appendix 10 – CIVIL WORKS STORMWATER MANAGEMENT; DRAWING # 8; DRAWN BY EXP. SERVICES INC.; OCTOBER 21, 2019.

Appendix 11 – CIVIL WORKS STORMWATER MANAGEMENT DETAILS; DRAWING # 9; DRAWN BY EXP. SERVICES INC.; OCTOBER 21, 2019.

Appendix 12 – DETAILS; DRAWING # 10; DRAWN BY EXP. SERVICES INC.; OCTOBER 21, 2019.

Appendix 13 – HORIZONTAL AND VERTICAL CONTROL; DRAWING # 11; DRAWN BY EXP. SERVICES INC.; OCTOBER 21, 2019.

Appendix 14 – CIVIL SPECIFICATIONS 1; DRAWING # 12; DRAWN BY EXP. SERVICES INC.; OCTOBER 21, 2019.

Appendix 15 – CIVIL SPECIFICATIONS 2; DRAWING # 13; DRAWN BY EXP. SERVICES INC.; OCTOBER 21, 2019.

Appendix 16 – CIVIL SPECIFICATIONS 3; DRAWING # 14; DRAWN BY EXP. SERVICES INC.; OCTOBER 21, 2019.

Appendix 17 – OVERALL LANDSCAPE PLAN; DRAWING # LP-1; DRAWN BY LANDMARK ENVIRONMENTAL GROUP LTD.; NOVEMBER 5, 2019.

Appendix 18 –LANDSCAPE PLAN: PHASE 1; DRAWING # LP-2; DRAWN BY LANDMARK ENVIRONMENTAL GROUP LTD.; NOVEMBER 5, 2019.

Appendix 19 –LANDSCAPE PLAN: PHASE 1; DRAWING # LP-3; DRAWN BY

LANDMARK ENVIRONMENTAL GROUP LTD.; NOVEMBER 5,
2019.

Appendix 20 –CONCEPT PLAN: PHASE 2; DRAWING # LP-4; DRAWN BY
LANDMARK ENVIRONMENTAL GROUP LTD.; NOVEMBER 5,
2019.

Appendix 21 –PLANT LIST AND DETAILS; DRAWING # D-1; DRAWN BY
LANDMARK ENVIRONMENTAL GROUP LTD.; NOVEMBER 5,
2019.

Appendix 22 –ELECTRICAL LEGENDS; DRAWING # E-1; DRAWN BY TED
HANDY AND ASSOCIATES; DECEMBER 5, 2019.

Appendix 23 –SITE PLAN; DRAWING # E-2.0; DRAWN BY TED HANDY AND
ASSOCIATES; DECEMBER 5, 2019.

Appendix 22 –SITE PLAN ANALYSIS; DRAWING # E-2.1; DRAWN BY TED
HANDY AND ASSOCIATES; DECEMBER 5, 2019.

Appendix 23 –SITE PLAN DETAILS; DRAWING # E-2.2; DRAWN BY TED
HANDY AND ASSOCIATES; DECEMBER 5, 2019.

Appendix 24 –SITE PLAN DETAILS; DRAWING # E-2.3; DRAWN BY TED
HANDY AND ASSOCIATES; DECEMBER 5, 2019.

Appendix 25 – SITE SERVICING AND STORMWATER MANAGEMENT REPORT
JARLETTE HEALTH SERVICES TEMISKAMING SHORES;
PREPARED BY EXP SERVICES INC.; FEBRUARY 6, 2020.

This Agreement shall be binding upon the parties hereto and their respective successors
and assigns.

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)

Pedersen Materials Ltd.

Signature
Name: _____
Title: _____

Witness - Signature
Print Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



GENERAL NOTES

ALL DRAWINGS ARE THE PROPERTY OF THE ARCHITECT. REPRODUCTION OF DRAWINGS WITHOUT WRITTEN PERMISSION OF THE ARCHITECT IS PROHIBITED.

THE GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS BEFORE PROCEEDING WITH THE WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.

ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE ONTARIO BUILDING CODE.

IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE ALL STRUCTURAL, MECHANICAL AND ELECTRICAL WORK.

SITE INFORMATION - ZONING

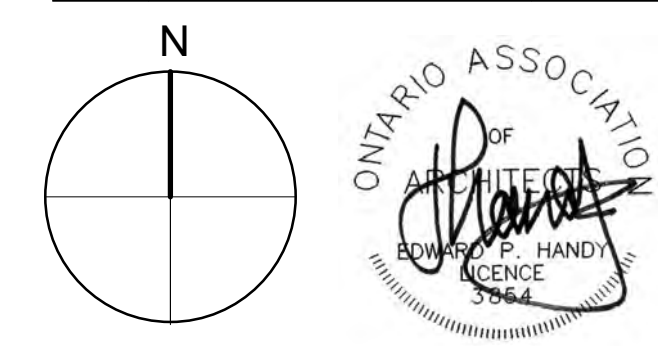
ZONE: Community Facilities Exception 2 (CF-2) / 3
 MUNICIPAL ADDRESS: TRAVELLED ROAD (AKA DRIVE-IN THEATRE ROAD), TEMISKAMING SHORES, ONTARIO

	PROVIDED	REQUIRED	PERCENTAGE
LOT AREA	45,473 (4.5 ha)	0.1 ha (min.)	
LOT FRONTAGE	280m	20m (min.)	
BUILDING LOT COVERAGE:			
LONG TERM CARE (PHASE 1)	4,815m ²		
LONG TERM CARE (PHASE 2)	3,281m ²		
STAFF PERGOLA	6m ²		
TOTAL BUILDING LOT COVERAGE	8,102m²	40% (max.)	18%
MAX. ACCESSORY BLDG. LOT COVERAGE	6m ²	5% (max.)	0.01%
YARD SETBACKS:			
FRONT	12m	6.0m	
REAR	15m	6.0m	
EAST EXTERIOR	23m	6.0m	
WEST EXTERIOR	144m	6.0m	
BUILDING HEIGHT:			
LONG TERM CARE (2 STOREY)	9m	12m	
STAFF PERGOLA	4m	5m	
LANDSCAPE OPEN SPACE	27,858	20% (min.)	61%
PARKING:			
Phase 1			
LTC - 128 BEDS - 0.5 BED	64 spaces	64 spaces	
EMPLOYEE - 1/35 STAFF	62 spaces	35 spaces	
Phase 2			
LTC - 128 BEDS - 0.5 BED	64 spaces	64 spaces	
EMPLOYEE - 1/35 STAFF	21 spaces	35 spaces	
TOTAL PARKING INCLUDING 7 HC	211 spaces	198 spaces	

- NOTES:**
- BACKGROUND INFORMATION DERIVED FROM SURVEY PLAN PREPARED BY EXP SERVICES INC., DATED JULY, 2019. FOR GRADING PLAN & STORM WATER REFER TO CIVIL DRAWINGS PREPARED BY EXP SERVICES INC.
 - FOR SOIL TEST INFORMATION REFER TO GEOTECHNICAL INVESTIGATION PREPARED BY EXP SERVICES INC., DATED DECEMBER 18, 2018.
 - ALL EXIST. UTILITIES AS SHOWN ON THE DRAWING ARE LOCATED APPROXIMATELY ONLY. THE EXACT LOCATION OF ALL EXIST. SERVICES UNDERGROUND OR OVERHEAD IS TO BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES OR UTILITY COMPANIES.
 - LAYOUT OF PLANTING & TREES IS SCHEMATIC ONLY. FOR COMPLETE LANDSCAPING (SOODING, PLANTING, COURTYARDS, WALKWAYS) REFER TO LANDSCAPE DRAWINGS PREPARED BY LANDMARK ENVIRONMENTAL GROUP LTD.

- LEGEND**
- NEW CONCRETE
 - NEW ASPHALT - PHASE 1 TO INCLUDE FIRST LIFT OF ASPHALT ONLY
 - HEAVY DUTY ASPHALT - PHASE 1 TO INCLUDE FIRST LIFT OF ASPHALT ONLY
 - LANDSCAPED AREA, REFER TO LANDSCAPE PLANS
 - F.H. FIRE HYDRANT
 - S.C. SIAMSESE CONNECTION
 - LE LIGHTING, REFER TO ELECTRICAL PLANS
 - PHASE LINE
 - GENERATOR CONCRETE PAD, COORDINATE W/ ELECTRICAL
 - CONCRETE PAD TRANSFORMER, COORDINATE W/ ELECTRICAL
 - BOLLARDS

No.	Description	Date
1	Issued for Preliminary MOH & Rezoning	Oct. 4, 2019
2	Issued to SPA	Dec. 5, 2019
3	Revised for SPA	Jan. 22, 2020



TED HANDY and ASSOCIATES Inc. ARCHITECT

75 Mary Street
 Barrie, Ont L4N 1T1
 Tel. 705 734 3580
 Fax 705 721 6265

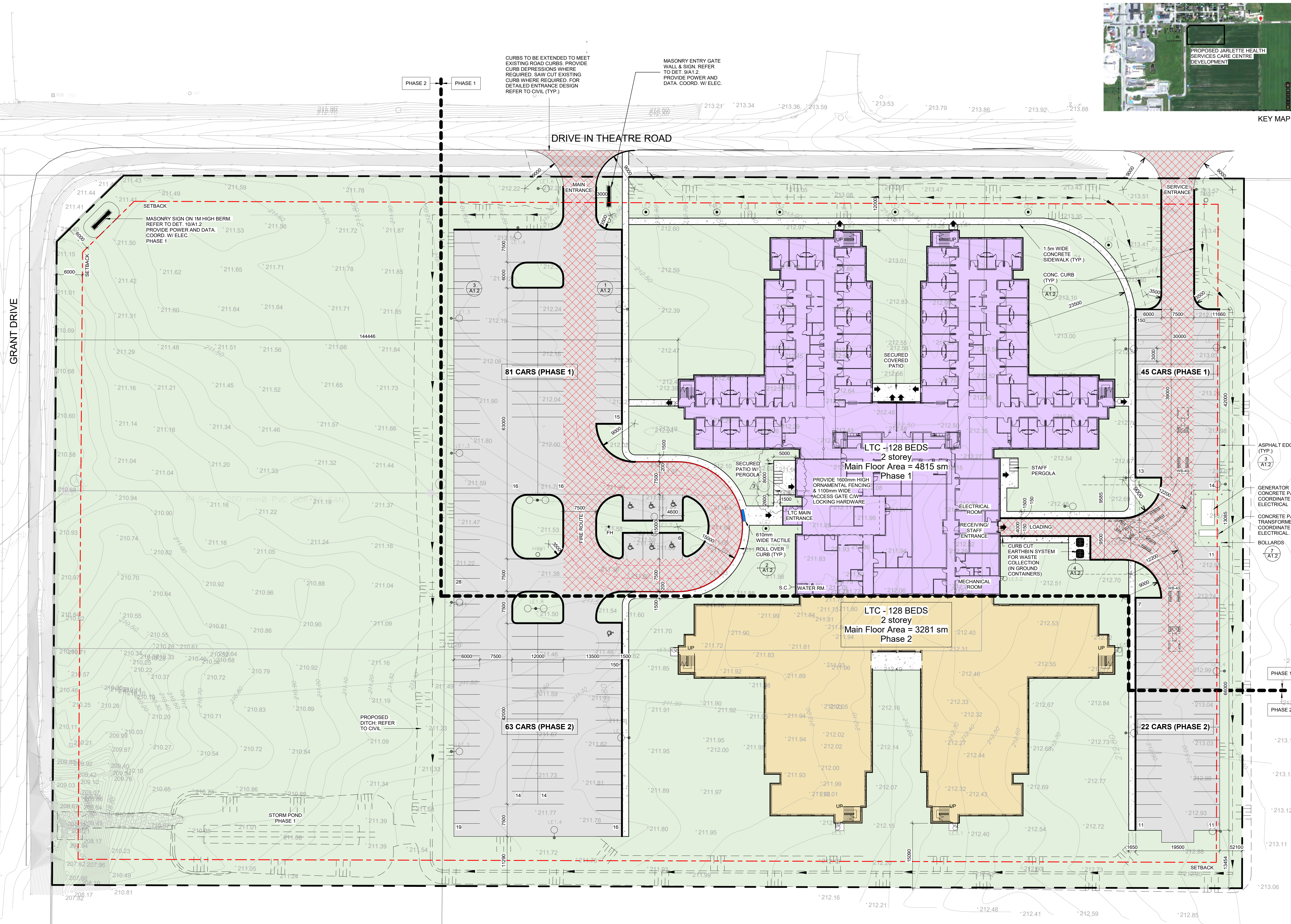
Temiskaming Lodge LTC
 Drive in Theatre Road

Site Plan - Overall Layout

Project number	1819
Date	Jan. 30, 2019
Drawn by	AF
Checked by	EPH

A1.1

Scale: As indicated



1 Site Plan - Project North
 1:400

2020-01-23 11:02:38 AM

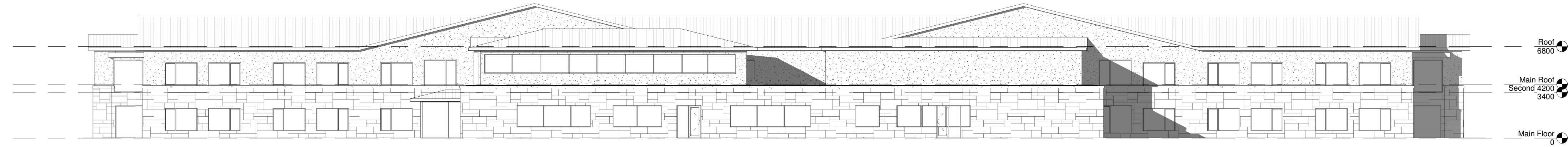
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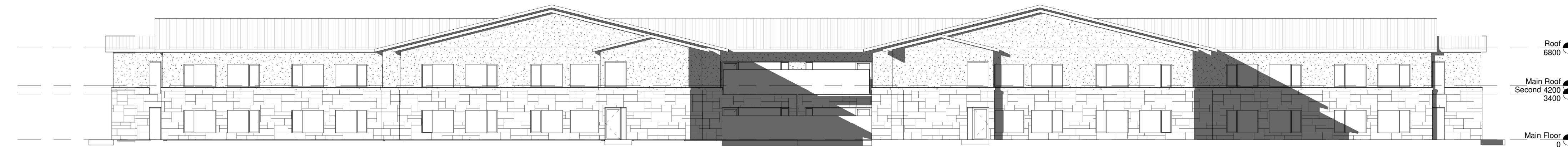
THE GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS BEFORE PROCEEDING WITH THE WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.

ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE ONTARIO BUILDING CODE.

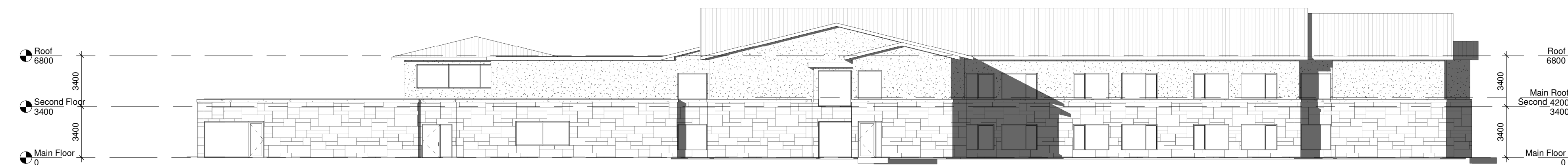
IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE ALL STRUCTURAL, MECHANICAL AND ELECTRICAL WORK.



4 South
1 : 200



3 North
1 : 200

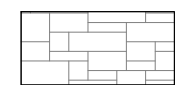
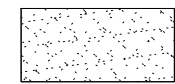





2 East
1 : 200



1 West - Main Entrance
1 : 200

LEGEND:

-  STONE VENEER
-  STUCCO
-  PREFINISHED METAL SIDING
-  METAL ROOFING
-  CONCRETE

- CJ CONTROL JOINT
- EW, W EXTERIOR WALL LIGHT FIXTURE, REFER TO ELECTRICAL
- SC SCUPPER

No.	Description	Date
1	Issued for SPA	Dec. 5, 2019



TED HANDY and ASSOCIATES
Inc. ARCHITECT

76 Mary Street
Barrie, Ont L4N 1T1

Tel. 705 734 3580
Fax 705 721 0265

Temiskaming Lodge LTC
Drive In Theatre Road, ON

Elevations - Phase 1

Project number 1819
Date Jan.30, 2019
Drawn by Author
Checked by Checker

A3.1

Scale As indicated

05/12/2019 3:40:02 PM

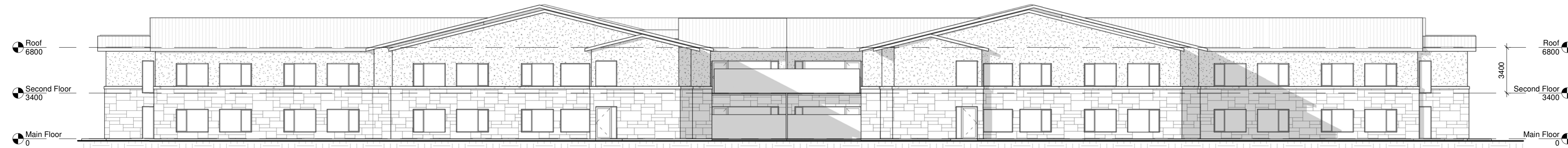
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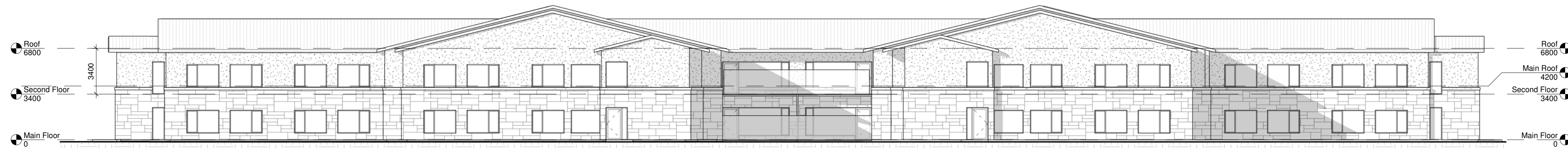
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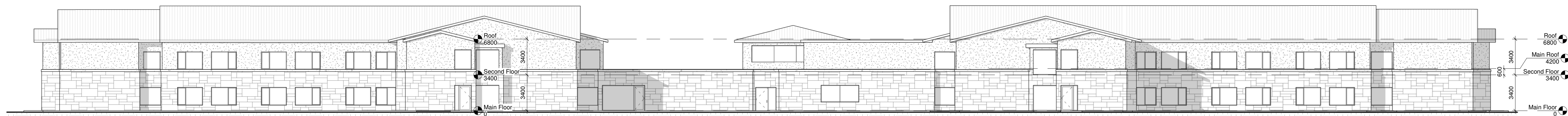
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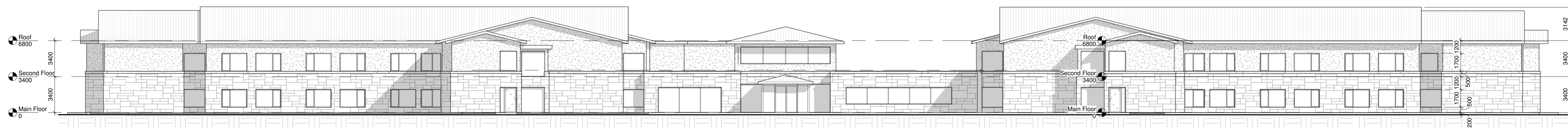
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1 : 200



3 North - Phase 2
1 : 200

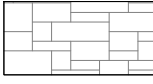
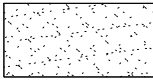


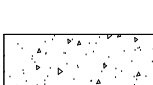


2 East - Phase 2
1 : 200



1 West - Phase 2
1 : 200

LEGEND:

-  STONE VENEER
-  STUCCO
-  PREFINISHED METAL SIDING
-  METAL ROOFING
-  CONCRETE

- CJ CONTROL JOINT
- EW, W EXTERIOR WALL LIGHT FIXTURE, REFER TO ELECTRICAL
- SC SCUPPER

No.	Description	Date
1	Issued for Preliminary MOH & Rezoning	Oct. 2, 2019
2	Issued for SPA	Dec. 5, 2019



TED HANDY and ASSOCIATES
Inc. ARCHITECT

76 Mary Street
Barrie, Ont L4N 1T1

Tel. 705 734 3580
Fax 705 721 0265

Temiskaming Lodge LTC
Drive In Theatre Road, ON

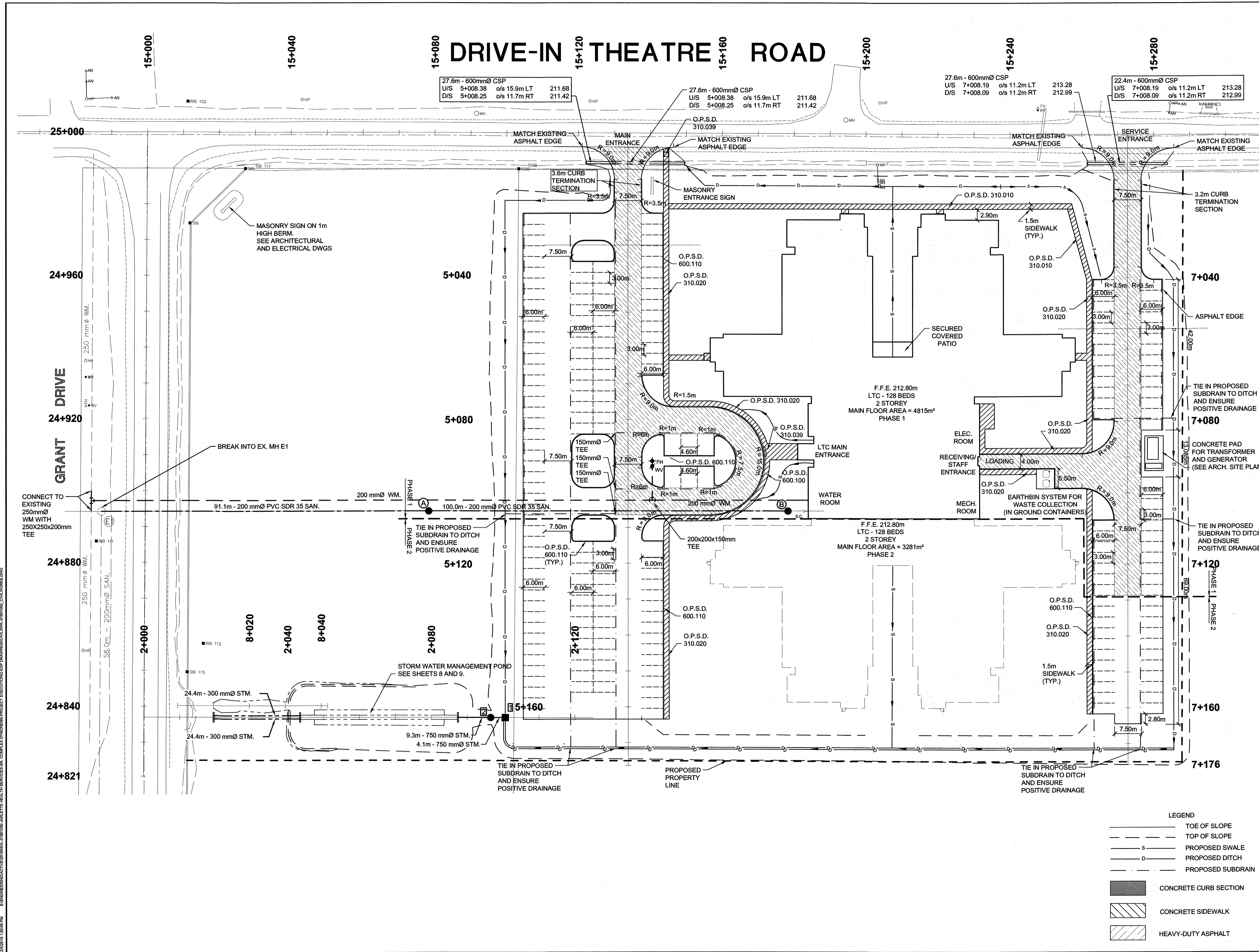
Elevations - Phase 2

Project number 1819
Date Jan.30, 2019
Drawn by AF
Checked by EPH

A3.2

Scale As indicated

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ORIENTATION

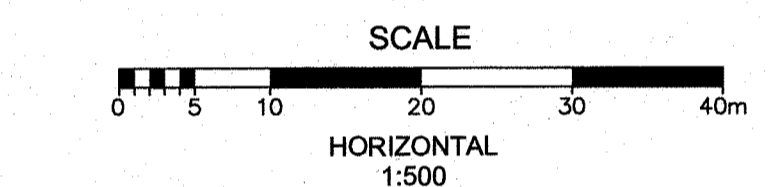
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DIMENSIONS NOTES:
1. ALL DIMENSIONS ARE IN METERS (m) UNLESS NOTED OTHERWISE.

SEE GENERAL NOTES SHEET 9

- SITE PLAN NOTES:**
- TO BE READ IN CONJUNCTION WITH CIVIL SITE PLAN AND ARCHITECTURAL DRAWINGS.
 - PROVIDE 0.6m (MIN.) CLEAR VERTICAL SEPARATION AT ALL LOCATIONS WHERE SEWERS CROSS WATERMAIN. PROVIDE MINIMUM 2.5m CLEAR SEPARATION BETWEEN WATERMAIN AND SEWERS/FORCEMAIN.
 - PLACE HYDROEED TO ALL EXPOSED CUT AND FILL LOCATIONS UNLESS OTHERWISE NOTED. SEE ARCHITECTURAL DRAWINGS FOR SOD PLACEMENT DETAILS.
 - SEE ARCHITECTURAL DRAWINGS FOR MECHANICAL CONNECTIONS.
 - SANITARY AND WATER SERVICES TO BE SIZED PER MECHANICAL DRAWINGS.
 - SANITARY STRUCTURES PER OPSD 700 SERIES. INSTALLED COMPLETE WITH FROST STRAPS PER OPSD 701.100.



No.	DATE (YYMMDD)	REVISION	BY
5	19/12/05	RE-ISSUED FOR PERMITTING-F.F. TO 212.8	ARO
4	19/10/21	RE-ISSUED FOR PERMITTING	ARO
3	19/09/30	ISSUED FOR PERMITTING	ARO
2	19/09/20	ISSUED FOR CLIENT REVIEW	ARO
1	19/09/06	ISSUED FOR CLIENT REVIEW	TAP

CLIENT
JARLETTE HEALTH SERVICES

PROJECT TITLE
SENIORS COMPLEX DYMOND

PROJECT No. **NWL-01801050**

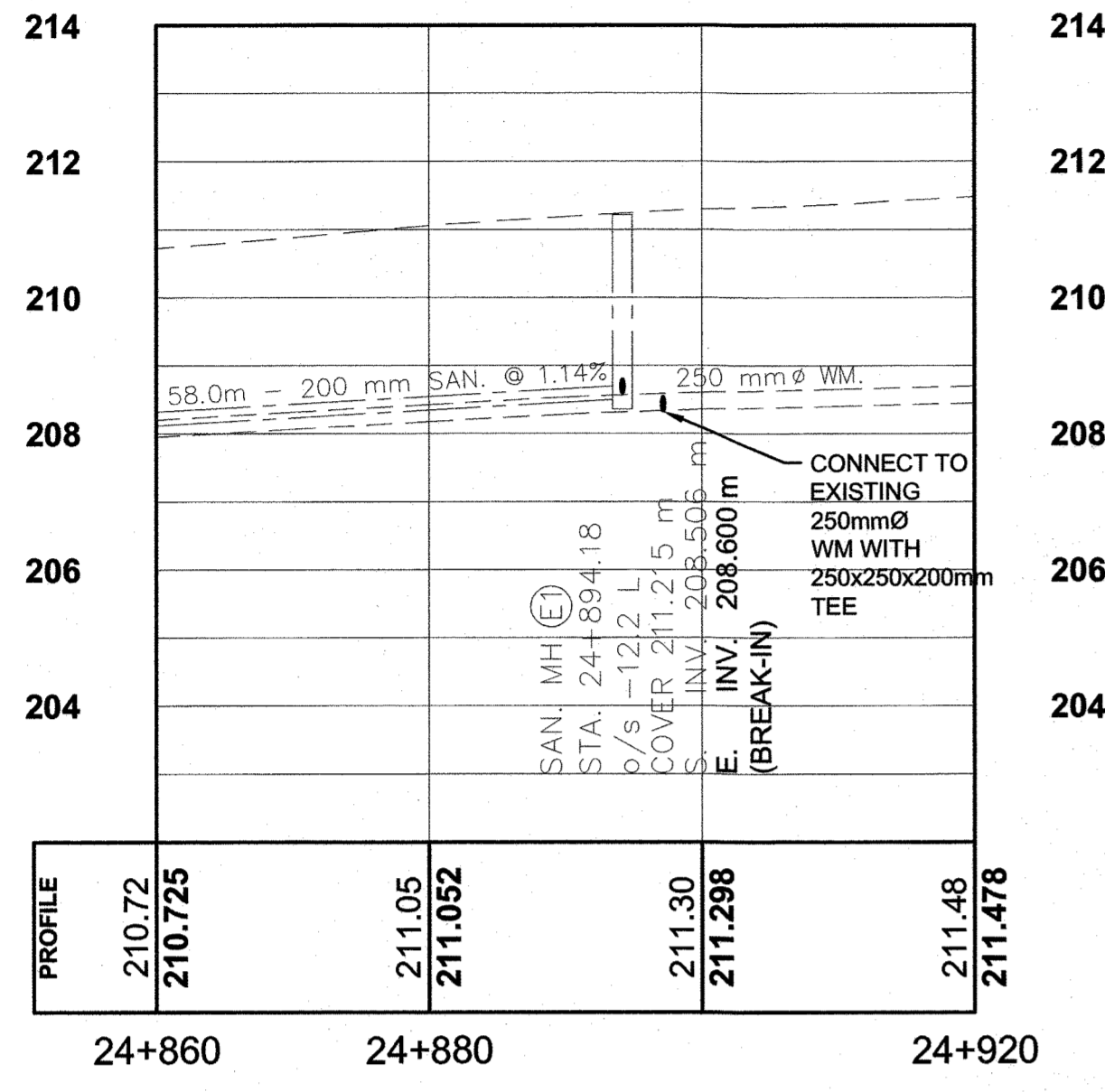
DRAWING TITLE
CIVIL WORKS SITE PLAN

	DESIGNED	SCALE
	TAP	AS INDICATED
	DRAWN	PLAN No.
	BRP	018-1146
	CHECKED	DRAWING No.
	ARO	3

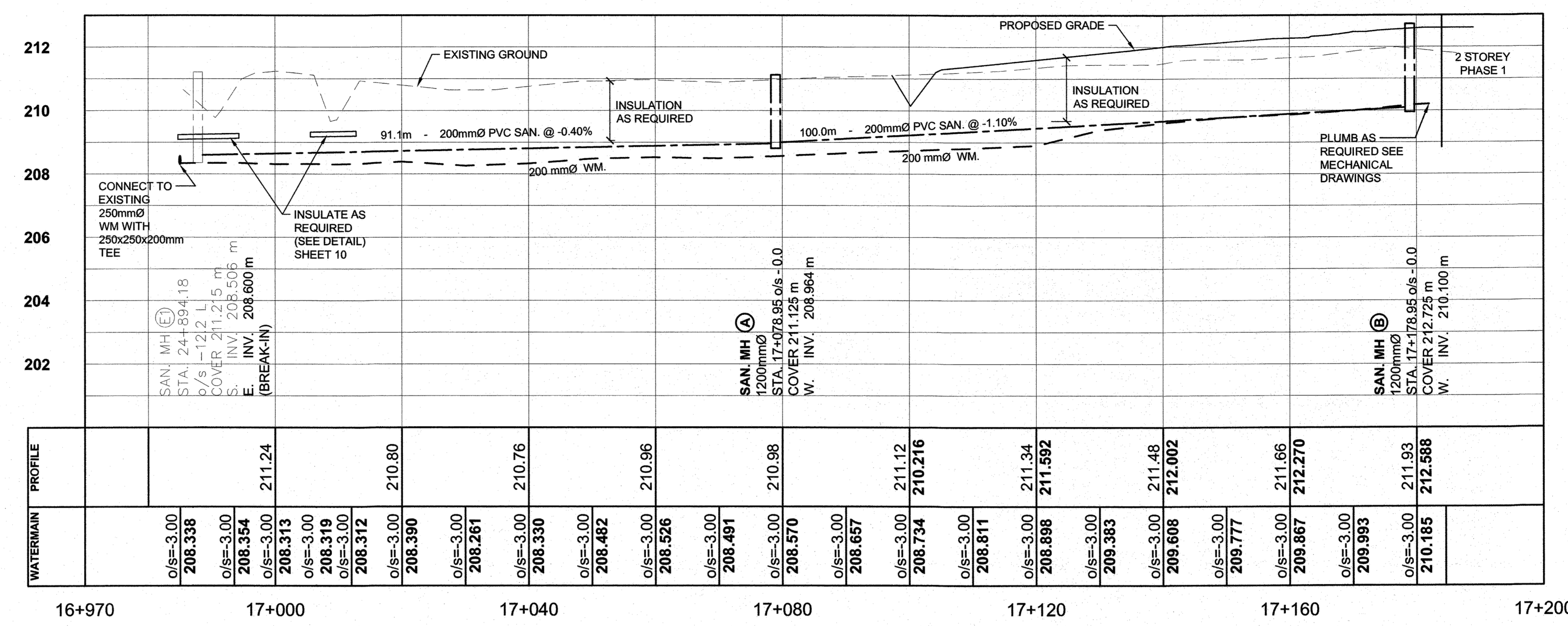
EXP Services Inc.
1-705-647-4311 | F. 1-705-647-3111
310 Whitewood Ave. W.
New Liskeard, ON P0J 1P0
Canada
www.exp.com

EXP SERVICES INC. 310 WHITWOOD AVE. W. NEW LISKEARD, ONT. P0J 1P0 CANADA
 1-705-647-4311 | F. 1-705-647-3111 | WWW.EXP.COM

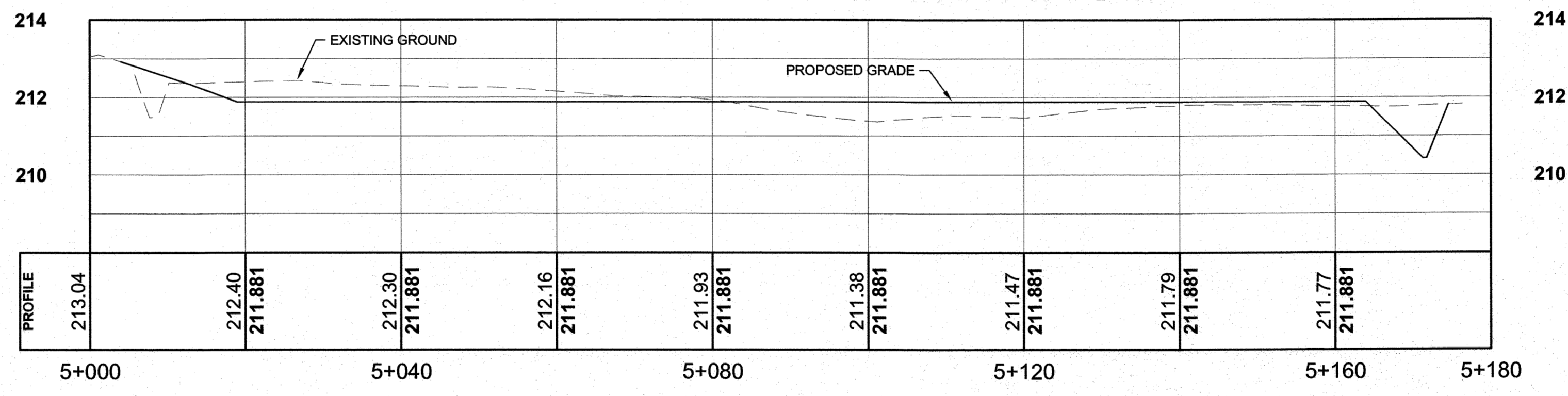
GRANT DRIVE



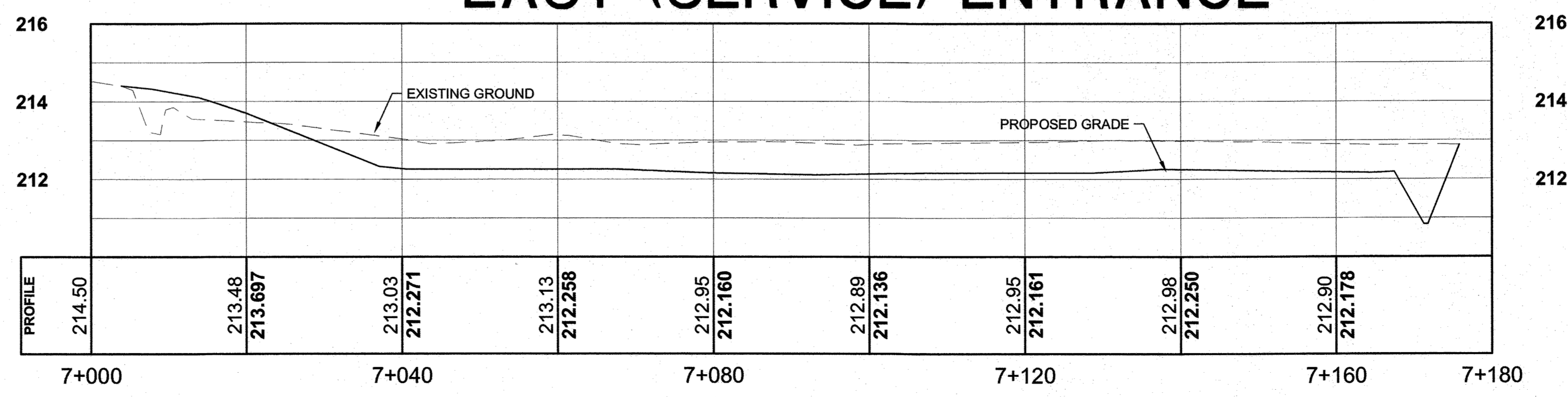
SITE SERVICES



WEST (MAIN) ENTRANCE



EAST (SERVICE) ENTRANCE



ORIENTATION

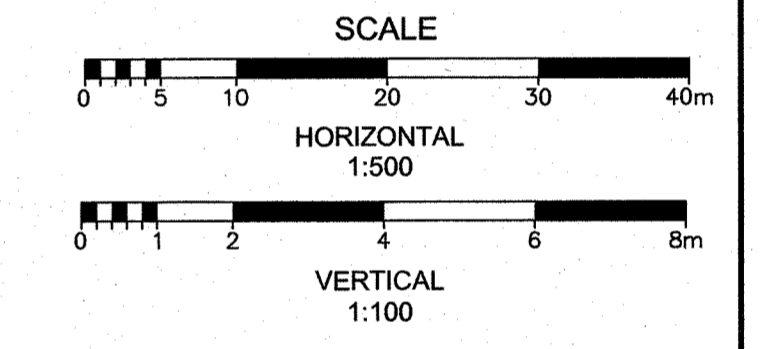
PLAN ONLY (APPROXIMATE)

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 - SEE ARCHITECTURAL DRAWINGS FOR MECHANICAL CONNECTIONS.
 - SANITARY AND WATER SERVICES TO BE SIZED PER MECHANICAL DRAWINGS.
 - SANITARY STRUCTURES PER OPSD 700 SERIES. INSTALLED COMPLETE WITH FROST STRAPS PER OPSD 701.100.



No.	DATE (YYMMDD)	REVISION	BY
4	19/10/21	RE-ISSUED FOR PERMITTING	ARO
3	19/09/30	ISSUED FOR PERMITTING	ARO
2	19/9/10	PROFILES REVISED	TAP
1	19/09/06	ISSUED FOR CLIENT REVIEW	TAP

CLIENT
JARLETTE HEALTH SERVICES

PROJECT TITLE
SENIORS COMPLEX DYMOND

PROJECT No. **NWL-01801050**

DRAWING TITLE
**CIVIL WORKS
SITE PROFILES**

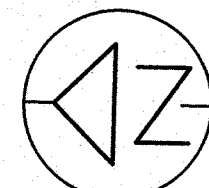
	DESIGNED	SCALE
	TAP	AS INDICATED
	DRAWN	PLAN No.
BRP	018-1146	
CHECKED	DRAWING No.	
ARO	4	

EXP Services Inc.
 1-705-647-4311 | F: 1-705-647-3111
 310 Whitewood Ave. W.
 New Liskeard, ON P0J 1P0
 Canada
 www.exp.com

19012019 10:29 AM S:\ENGINEERING\PROJECTS\19010000\JARLETTE HEALTH SERVICES\SRV. COMPLEX DYMOND\PROJECT EXECUTION\2021\DRAWINGS\CIVIL\WORKS\DWG

SEE CIVIL WORKS SITE GRADING-1 - SHEET 5

ORIENTATION



PLAN ONLY (APPROXIMATE)

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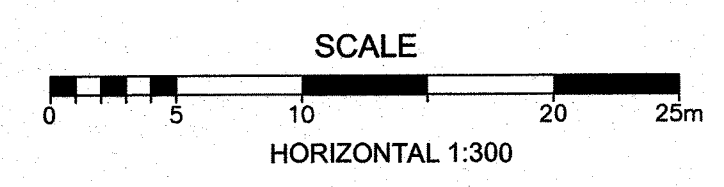
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SEE GENERAL NOTES SHEET 9

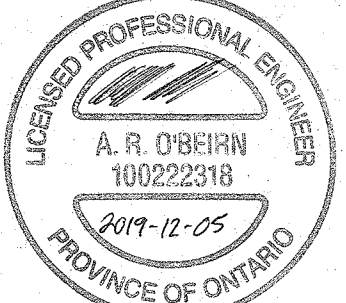
GRADING PLAN NOTES:

- ALL GROUND SURFACES SHALL BE EVENLY GRADED WITHOUT PONDING AREAS AND WITHOUT LOW POINTS EXCEPT WHERE APPROVED SWALE OR CATCHBASIN OUTLETS ARE PROVIDED.
- DESIGN ELEVATIONS GIVEN ON THESE PLANS ARE TO BE ADHERED TO WITH NO CHANGES WITHOUT PRIOR WRITTEN APPROVAL BY EXP SERVICES INC. STORMWATER STORAGE VOLUMES AND INLET CONTROL DEVICE DIMENSIONS MUST COMPLY WITH THE DESIGN REPORT PREPARED BY EXP SERVICES INC FOR THIS PROJECT.


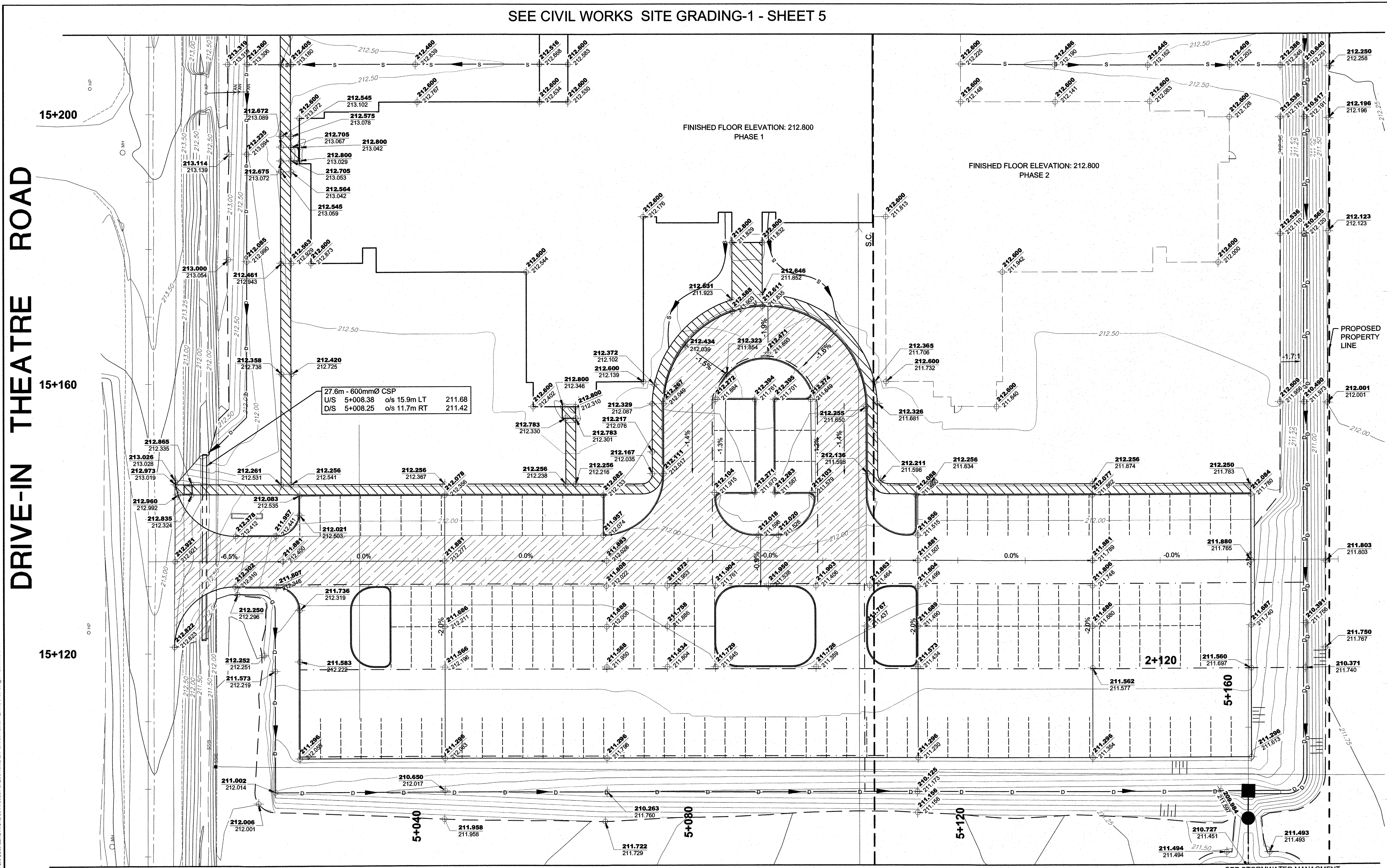


No.	DATE	REVISION	BY
5	19/12/05	RE-ISSUED FOR PERMITTING-F.F. TO 212.8	ARO
4	19/10/21	RE-ISSUED FOR PERMITTING	ARO
3	19/09/30	ISSUED FOR PERMITTING	ARO
2	19/09/20	ISSUED FOR CLIENT REVIEW	ARO
1	19/09/06	ISSUED FOR CLIENT REVIEW	TAP

CLIENT		
JARLETTE HEALTH SERVICES		
PROJECT TITLE		
SENIORS COMPLEX DYMOND		
PROJECT No.	NWL-01801050	
DRAWING TITLE	CIVIL WORKS SITE GRADING-2	

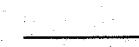


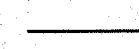


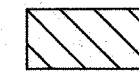


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	BRP	018-1146
CHECKED	DRAWING No.	
ARO	6	

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DRIVE-IN THEATRE ROAD

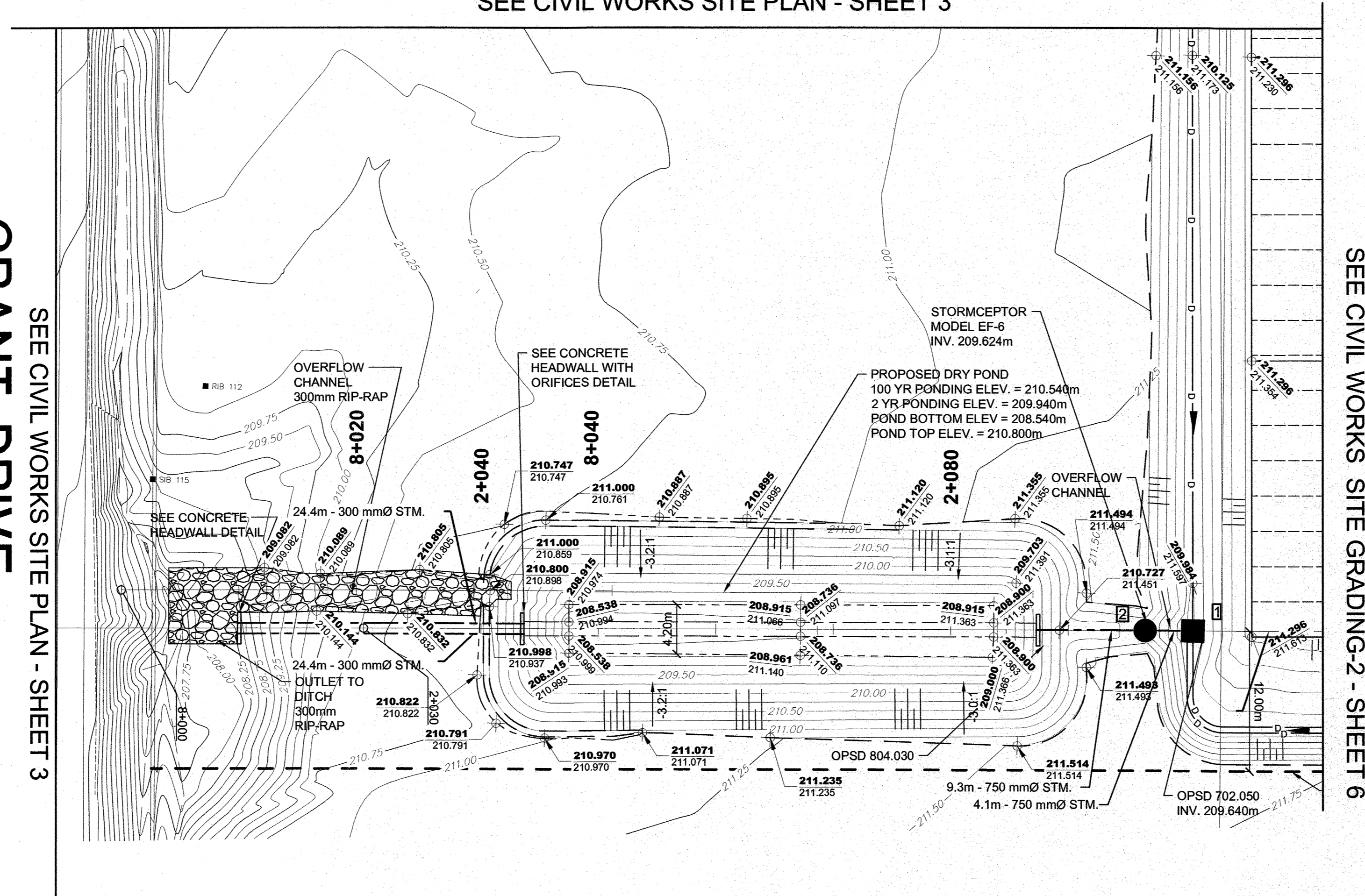
15+200
15+160
15+120

- LEGEND
-  TOE OF SLOPE
 -  TOP OF SLOPE
 -  PROPOSED SWALE
 -  PROPOSED DITCH
 -  PROPOSED SUBDRAIN
 -  CONCRETE CURB SECTION
 -  CONCRETE SIDEWALK
 -  HEAVY-DUTY ASPHALT
 -  XXX.XXX PROPOSED ELEVATION
XXX.XXX EXISTING ELEVATION

202019-12-05 14:24:24 EXP SERVICES INC. 100222318 ARO

SEE CIVIL WORKS SITE PLAN - SHEET 3

SEE CIVIL WORKS SITE PLAN - SHEET 3
GRANT DRIVE



SEE CIVIL WORKS SITE GRADING-2 - SHEET 6

ORIENTATION

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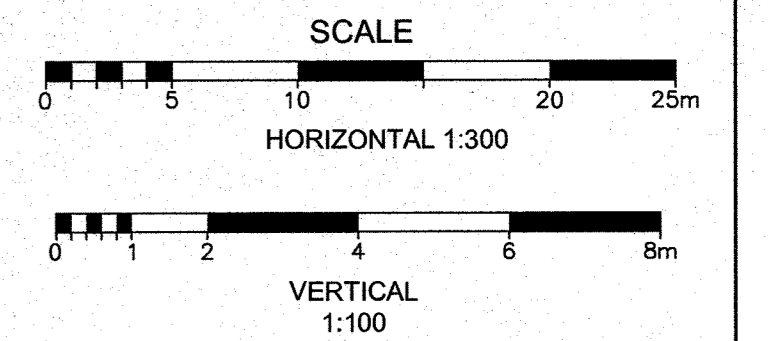
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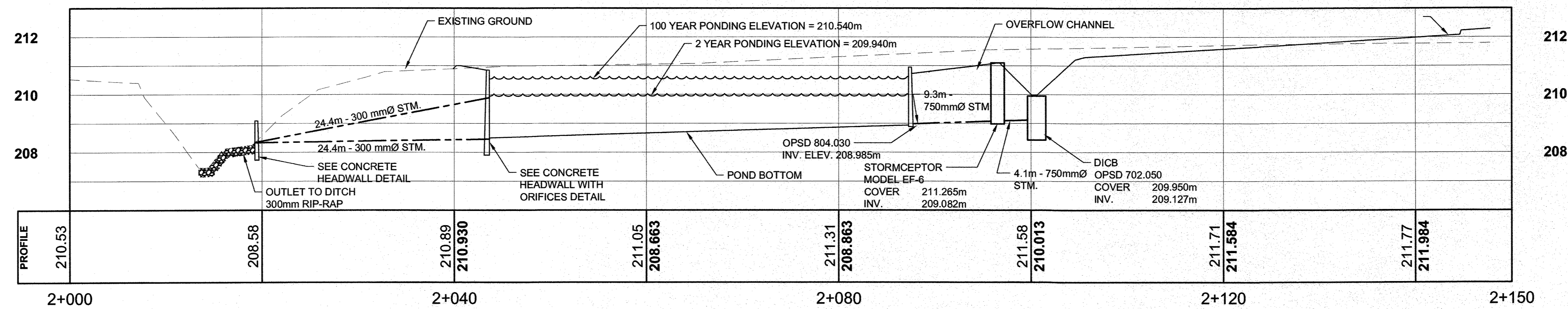
SEE GENERAL NOTES SHEET 9

GRADING PLAN NOTES:

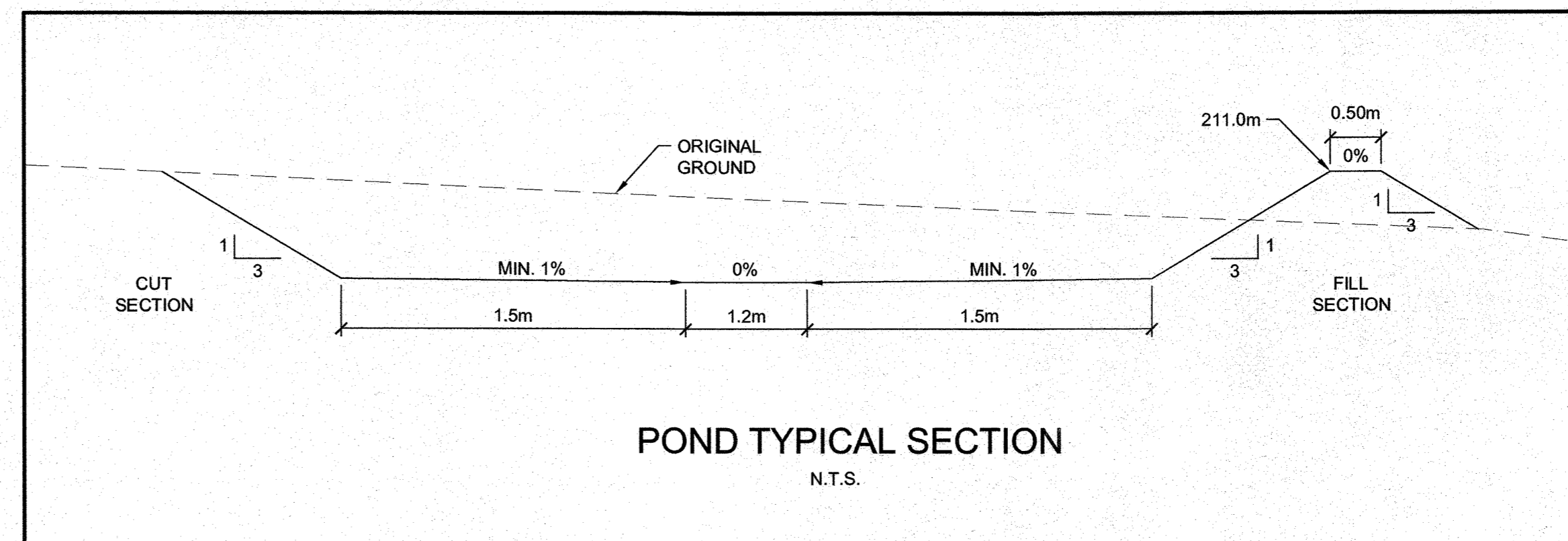
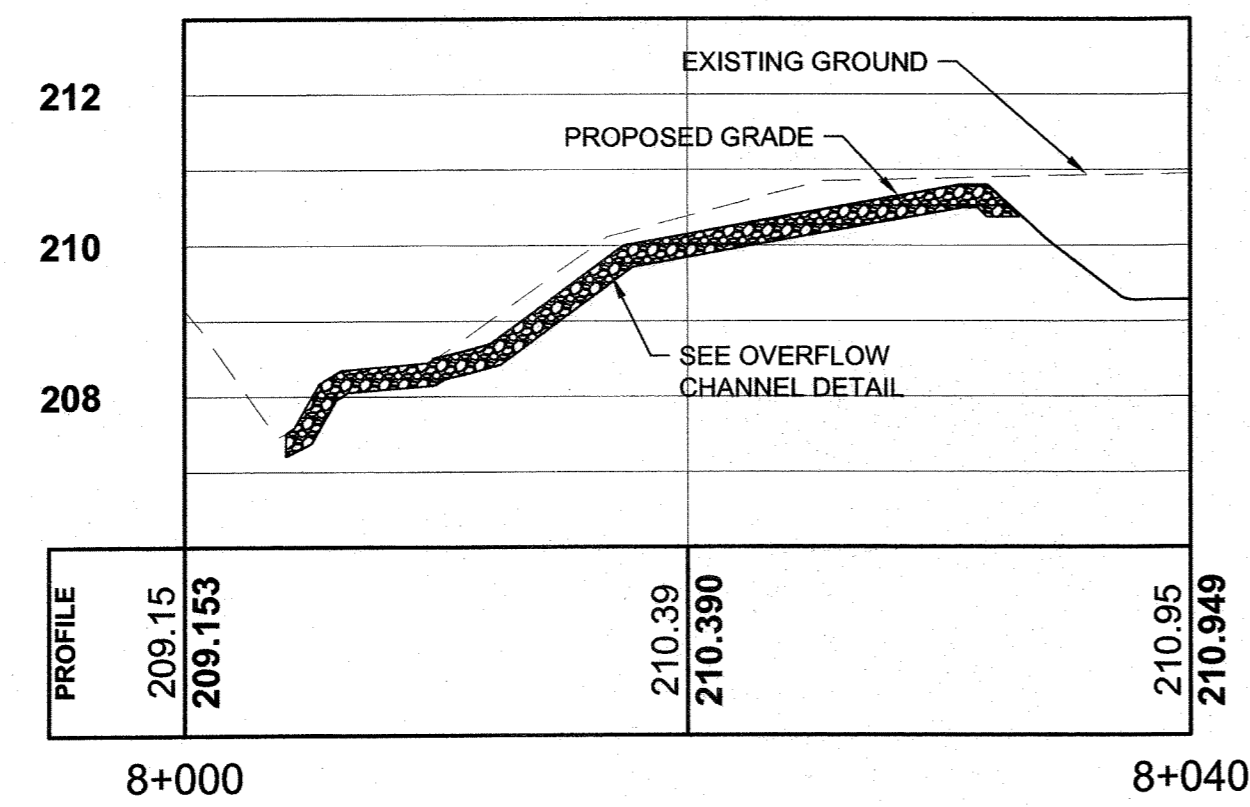
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STORMWATER OUTLET TYPICAL SECTION



OVERFLOW CHANNEL



No.	DATE (YYYYMMDD)	REVISION	BY
3	19/10/21	RE-ISSUED FOR PERMITTING	ARO
2	19/09/30	ISSUED FOR PERMITTING	ARO
1	19/09/20	ISSUED FOR CLIENT REVIEW	TAP

CLIENT
JARLETTE HEALTH SERVICES

PROJECT TITLE
SENIORS COMPLEX DYMOND

PROJECT No. **NWL-01801050**

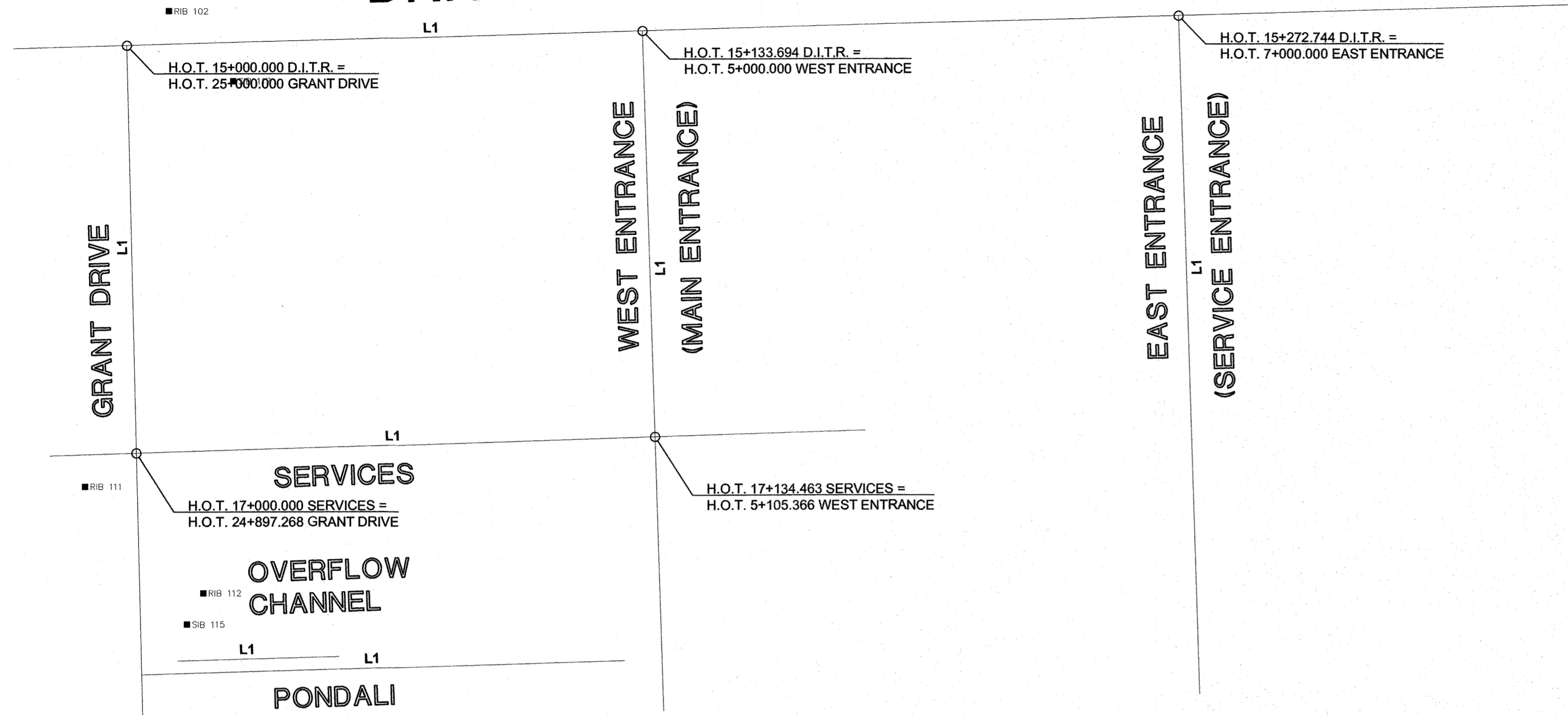
DRAWING TITLE
CIVIL WORKS STORMWATER MANAGEMENT

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ARO	8	

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DRIVE-IN THEATRE ROAD



HORIZONTAL CONTROL
SCALE: NTS

HORIZONTAL ALIGNMENT - DRIVE IN THEATRE ROAD

SEGMENT	ID	STATION	BEARING	DELTA	RADIUS (m)	TANGENT (m)	NORTHING (START)	EASTING (START)	TANGENT END STATION	CURVE END STA.	NORTHING (END)	EASTING (END)	RADIUS PT (NORTHING, EASTING)
L1		14+960.805	N88° 28' 41.8"E			417.795	5265752.348	600078.624	15+378.601		5265763.443	600496.272	

HORIZONTAL ALIGNMENT - GRANT DRIVE

SEGMENT	ID	STATION	BEARING	DELTA	RADIUS (m)	TANGENT (m)	NORTHING (START)	EASTING (START)	TANGENT END STATION	CURVE END STA.	NORTHING (END)	EASTING (END)	RADIUS PT (NORTHING, EASTING)
L1		24+820.540	N1° 15' 18.2"W			179.460	5265573.973	600121.736	25+000.000		5265753.389	600117.805	

HORIZONTAL ALIGNMENT - SERVICES

SEGMENT	ID	STATION	BEARING	DELTA	RADIUS (m)	TANGENT (m)	NORTHING (START)	EASTING (START)	TANGENT END STATION	CURVE END STA.	NORTHING (END)	EASTING (END)	RADIUS PT (NORTHING, EASTING)
L1		16+977.610	N88° 19' 21.2"E			211.362	5265647.027	600097.741	17+188.972		5265653.214	600309.012	

HORIZONTAL ALIGNMENT - WEST ENTRANCE

SEGMENT	ID	STATION	BEARING	DELTA	RADIUS (m)	TANGENT (m)	NORTHING (START)	EASTING (START)	TANGENT END STATION	CURVE END STA.	NORTHING (END)	EASTING (END)	RADIUS PT (NORTHING, EASTING)
L1		4+997.966	S1° 40' 20.8"E			178.407	5265758.973	600251.392	5+176.373		5265580.641	600256.599	

HORIZONTAL ALIGNMENT - EAST ENTRANCE

SEGMENT	ID	STATION	BEARING	DELTA	RADIUS (m)	TANGENT (m)	NORTHING (START)	EASTING (START)	TANGENT END STATION	CURVE END STA.	NORTHING (END)	EASTING (END)	RADIUS PT (NORTHING, EASTING)
L1		7+000.000	S1° 40' 20.8"E			175.900	5265760.632	600390.453	7+175.900		5265584.907	600395.587	

HORIZONTAL ALIGNMENT - PONDALI

SEGMENT	ID	STATION	BEARING	DELTA	RADIUS (m)	TANGENT (m)	NORTHING (START)	EASTING (START)	TANGENT END STATION	CURVE END STA.	NORTHING (END)	EASTING (END)	RADIUS PT (NORTHING, EASTING)
L1		2+000.000	N88° 28' 41.8"E			147.773	5265590.372	600121.389	2+147.773		5265594.296	600269.110	

HORIZONTAL ALIGNMENT - OVERFLOW CHANNEL

SEGMENT	ID	STATION	BEARING	DELTA	RADIUS (m)	TANGENT (m)	NORTHING (START)	EASTING (START)	TANGENT END STATION	CURVE END STA.	NORTHING (END)	EASTING (END)	RADIUS PT (NORTHING, EASTING)
L1		8+000.000	N88° 28' 41.8"E			41.790	5265593.870	600130.679	8+041.790		5265594.980	600172.455	

CONTROL POINTS

PNT	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	5264137.743	600951.008	195.917	HCM 4228
101	5264135.642	599863.276	193.977	VCM DEEP WELL MALL U077
102	5265762.250	600128.792	211.756	RIB PLT 102
107	5264121.535	601371.375	194.280	HCM 352 PETERS ROAD
111	5265639.038	600106.826	210.568	RIB PLT 111
112	5265611.386	600137.355	210.148	RIB PLT 112
115	5265603.334	600133.089	209.190	SIB FD PLAN 5247
117	5265744.039	600145.314	211.569	SIB FD PLAN 5247

ORIENTATION

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1	19/09/06	ISSUED FOR CLIENT REVIEW	TAP

CLIENT
JARLETTE HEALTH SERVICES

PROJECT TITLE
SENIORS COMPLEX DYMOND

PROJECT No. **NWL-01801050**

DRAWING TITLE
HORIZONTAL AND VERTICAL CONTROL

DESIGNED	SCALE AS INDICATED
DRAWN BRP	PLAN No. 018-1146
CHECKED	DRAWING No. 11

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ITEM 7.1 SUPERPAVE 12.5 - 40mm LIFT THICKNESS
ITEM 7.2 SUPERPAVE 12.5 - 50mm LIFT THICKNESS
ITEM 7.3 SUPERPAVE 19 - 40mm LIFT THICKNESS

OPSS.MUNI 310, November 2017 - Construction Specification for Hot Mix Asphalt is amended by the following:

310.05 MATERIALS

310.05.01 Hot Mix Asphalt

Subsection 310.05.01 of OPSS.MUNI 310, is amended by the deletion of the first paragraph and replaced with the following:

The materials used in the production of the HMA shall be according to OPSS 1150 for Marshall mixes.

Performance Graded Asphalt Cement (PGAC) Grade

Asphaltic concrete shall conform to OPSS.MUNI 1101, November 2016, except that clause 1151.05.01 Asphalt Cement of OPSS 1151 is amended by the addition of the following:

Hot Mix Type	PGAC
Superpave 12.5	52-34

The traffic category for the Marshall mix design is Category 'B'.

Reclaimed asphalt pavement shall not be used in Hot Mix Asphalt for this contract.

310.07 CONSTRUCTION

310.07.01 Quality Control

Subsection 310.07.01 of OPSS.MUNI 310, is amended by the addition of the following:

Laboratory Testing

Laboratory Requirements

The laboratory carrying out the testing shall participate in the MTO's correlation programs for gyratory compactors which occur just prior to and during paving operations.

Submission of Test Data

The Contractor shall provide test results from a laboratory meeting the requirements noted above. Test results, either individual or mean values, shall demonstrate conformance of the aggregates with the requirements of this special provision.

i) All individual test results shall be submitted to the Engineer using MTO Form P11-CC-449, at the time of submission of the mix design. All test data forms must be legible. Faxed copies are acceptable provided that the original form is submitted to the Engineer within 7 days following receipt of the fax.

310.07.05 Sampling

310.07.05.01 Asphalt Cement

310.07.05.01.01 General

Subsection 310.07.05.01.01 of OPSS.MUNI 310, is amended by the addition of the following:

Amendments to OPSS.MUNI 1101, November 2016

Appendix 1101-B shall apply to this contract.

310.07.05.01.02 Frequency and Location

Subsection 310.07.05.01.02 of OPSS.MUNI 310 is amended by the addition of the following:

One sample of asphalt cement shall be taken and given to the contract administrator on site.

310.07.05.01.04 Delivery

Subsection 310.07.05.01.04 of OPSS.MUNI 310 is amended by the addition of the following:

The Contractor shall deliver all samples designated for QA and Referee testing to a laboratory designated by the Owner, within a 500 km radius of the contract limits, within 24 hours of sampling.

310.07.05.02 Hot Mix Asphalt

Sampling of Mix for Acceptance Testing

Random samples of the mix shall be obtained, packaged appropriately, labeled and delivered by the Contractor as specified. The Contractor shall advise the Engineer or his representative when each sample will be taken. The samples shall not be split prior to delivery.

The Contractor shall obtain a set of three mix samples from each random location designated by the Contract Administrator. One of these samples shall be for the Contractor's QC testing and the other two will be designated for QA and Referee testing. Each of the three samples shall be taken from the same truckload and at the same transverse offset. The minimum mass of each sample shall be in accordance with Table 6 of OPSS 310.

310.07.05.02.01 General

Subsection 310.07.05.02.01 of OPSS.MUNI 310 is amended by the addition of the following:

One set of three samples (QA, QC and REF) shall be taken.

310.07.05.02.04 Cores

Subsection 310.07.05.02.04 of OPSS.MUNI 310 is amended by the addition of the following:

Pavement core samples shall be obtained adjacent to each HMA sample location by the Contractor. Each core shall have a nominal diameter of 200 mm, and shall consist of the full layer being sampled and at least one underlying layer, if one is present. Cores shall not be taken within 250 mm of a longitudinal or transverse joint, or the edge of pavement. Care shall be taken to ensure that cores are not damaged during coring operations, or in transit. If a core is damaged, a replacement core shall be extracted at a location adjacent to the original core.

The Contractor shall deliver all samples designated for QA and Referee testing to a laboratory designated by the Owner, within a 500 km radius of the contract limits, within 24 hours of sampling.

310.07.05.02.05 Delivery

The Contractor shall deliver all samples designated for QA and Referee testing to a laboratory designated by the Owner, within a 500 km radius of the contract limits, within 24 hours of sampling.

310.07.11.03 Transverse Joints

Subsection 310.07.11.03 of OPSS.MUNI 310, is amended by the addition of the following:

The length of the stepped joints shall be as shown on the contract drawings.

310.08 QUALITY ASSURANCE

310.08.01 General

Subsection 310.08.01 of OPSS.MUNI 310, is amended by the addition of the following:

Use of Contractor's QC Results for Acceptance of Hot Mix

The Contractor's QC results will be used for assessing the acceptability of hot mix, unless either party requests referee testing. Table 10 of OPSS.MUNI 310, November 2017 is replaced with the following Table 10.

TABLE 10
Pavement Compaction Requirements Based on Maximum Relative Density

Mix	Acceptable %	Borderline %	Rejectable %
HDBC, Superpave 19.0, 25.0 and 37.5	91.0 to 96.5	96.6 to 97.5	< 91.0 or > 97.5
DFC and Superpave 12.5 FC2	92.0 to 97.5	97.6 to 98.5	< 92.0 or > 98.5
All Other Mixes	92.0 to 96.5	96.6 to 97.5	< 92.0 or > 97.5

310.08.06 Compaction Requirements

310.08.06.01 General

Subsection 310.08.06.01 of OPSS.MUNI 310, is amended by deleting the second paragraph in its entirety and replacing it with the following:

Core density testing (in accordance with subsection 310.08.06.03) shall be used to assess compaction.

310.10 BASIS OF PAYMENT

310.10.04 Payment Adjustment for Changes in the Ministry of Transportation's Performance Graded Asphalt Cement Price Index.

Subsection 310.10.04 of OPSS.MUNI 310, is amended by the addition of the following:

Appendix 310-B of OPSS.MUNI 310 shall apply.

The mass of asphalt cement for payment adjustment shall be determined by calculating the volume of hot mix placed based upon area and lift thickness as determined by coring multiples by the bulk relative density and % asphalt cement in accordance with the job mix formula.

ITEM 8 GRANULAR 'A'
ITEM 9 GRANULAR 'B' TYPE II

OPSS.MUNI 1010, November 2013 - Aggregates - Base Subbase, Select Subgrade, and Backfill Material, is amended by the following:

1010.05 MATERIALS

1010.05.01 General

Subsection 1010.05.01 of OPSS.MUNI 1010 is amended by the addition of the following:

The use of air-cooled blast furnace slag, nickel slag or steel slag is prohibited.

1010.05.03 Granular B

Subsection 1010.05.03 of OPSS.MUNI 1010 is amended by deleting the first sentence and by addition the following:

Granular B shall be Type II, unless otherwise specified in the Contract Documents.

1010.08 QUALITY ASSURANCE

1010.08.01 General

Subsection 1010.08.01 of OPSS.MUNI 1010, is amended by the addition of the following:

QA testing shall be carried out by the Owner for purposes of ensuring that materials used in the work conform to the physical and production requirements of this special provision. Where materials contain blended or reclaimed aggregates or both, QA samples for testing shall be performed on the final product.

1010.08.03 Sampling

Subsection 1010.08.03 of OPSS.MUNI 1010, is amended by the addition of the following:

QA sampling and testing shall be based on lots established for each aggregate type: Granular A, O, B, M, and SSM. Where more than one aggregate source is used, separate lots shall also be established for each source. Where aggregates are produced with blended or reclaimed materials or both, QA testing shall be performed on the final product.

Notwithstanding the requirements for QA sampling as indicated in this specification, the Owner reserves the right to obtain a QA sample at any time without notice.

Either QA test results or referee test results, where applicable will be used for the acceptance of physical and production property requirements of this specification. QA testing for physical

properties may be waived by the Engineer where the delivered quantity of Granular A, O, B, M, or SSM is less than 5,000 tonnes.

Aggregates may be rejected based on the visual identification of unacceptable materials.

QA samples shall be taken in accordance with LS-625 and shall be road samples or delivery samples obtained from the Work at a location determined by the Contract Administrator. Where required, the Contractor shall provide a front-end loader to obtain material for QA samples.

Where it is not possible to take road or delivery samples, samples of compacted material taken with the permission of the Owner will be used for QA purposes.

In the event that the Contractor is unavailable to take a sample, no further materials shall be placed in the Work until the required QA samples have been taken.

The Contractor shall provide new or clean sample bags or containers that are constructed to prevent the loss of any part of the material or contamination or damage to the contents during shipment. Metal or cardboard containers are unacceptable. QA samples shall be identified both inside and outside of the sample container. Data to be included with QA samples shall conform to the requirements of MTO Form PH-D-10 (Sample Data Sheet).

All QA samples shall have a duplicate sample taken at the same time and location as the QA sample. One of the samples shall be randomly selected for testing by the QA laboratory and the remaining sample shall be retained by the QA laboratory for possible referee testing.

1010.08.05 Acceptance

Subsection 1010.08.05 of OPSS.MUNI 1010, is amended by the addition of the following:

The QA laboratory shall carry out testing for each physical property requirement given in Table 1, as applicable for each QA sample.

Each lot shall be divided into four equal sublots and one QA sample shall be obtained from each sublot. Sublots from different sources or processes shall not be combined within the same lot.

Where changes in source, production or delivery may result in an incomplete lot, the Engineer shall be given prior notification in order to adjust sublot size. If no notification is given, payment adjustments or rejection shall be based on the number of sublots available for that lot. All lots shall be deemed to be complete at the end of each calendar year.

In the event of an incomplete lot and for sources supplying quantities less than 5,000 tonnes, the lot size will apply to the total quantity of material available. Should the size of the lot exceed the indicated quantities for any reason, any adjusted payment or removal shall apply to the entire quantity of the lot.

Where it is necessary to designate the quantity of material in a lot, or part of a lot for the purposes of rejection, the Contract Administrator's estimate of this quantity shall be used.

1010.08.05.01 Testing of Production Properties

The QA laboratory shall conduct sieve analysis (LS-602) and determine test results for each sieve designated in Table 2. The QA laboratory shall also carry out testing for percent crushed particles (LS-607), particles with two or more crushed faces (LS-617), and amount of asphalt coated particles (LS-621) as applicable.

1010.08.05.02 Acceptance of Production Properties

Test results from each sublot within a lot shall be combined to determine the mean and the range of the Lot for each test. All lot means and ranges for LS-602 and LS-607 (as applicable) will be computed to one decimal place.

A lot will be deemed to meet the applicable requirements of this specification for LS-602 and LS-607 if the mean of the lot is within the limits specified in Table 2. Where the lot does not meet the requirements of this specification, the material is rejectable.

A lot will be deemed to meet the applicable requirements of this specification for LS-617 or LS-621 if the mean value of the lot is within the limits specified in Table 2. Where the lot does not meet these requirements, the Contractor shall ensure all necessary changes required to rectify the deficiency are made. No further materials from the source will be accepted until new QC test results demonstrate that materials conform to the requirements of Table 2 for LS-617 or LS-621 have been provided to the Engineer.

The forms contained in Appendices 1010-D and 1010-E are to be used for the recording and reporting of aggregate test results.

Table 1 of OPSS.MUNI 1010, is deleted and replaced with the following Table 1.

Table 1. Physical Property Requirements

Laboratory Test	MTO Test Number	Granular B					Select Subgrade Material
		Granular O	Granular A	Type I, Type III	Type II	Granular M	
Fracture-Tensile Loss, % Maximum	LS-614	15	-	-	-	-	-
Determination of Permeability	LS-709	(Note 1)					-
Micro-Deval Abrasion Course Aggregate loss, % maximum	LS-618	21	25	30 (Note 2)	30	25	30 (Note 2)
Micro-Deval Abrasion Fine Aggregate loss, % maximum	LS-619	25	30	35	35	30	-
Amount of Contamination	LS-630	(Note 3)					-
Plastic Fines	LS-631	NP					-

Note 1: For materials north of the French/Mattawa River only, the coefficient of permeability, k shall be greater than 1.0 x 10⁻⁴ cm/s or alternatively, when past field experience has demonstrated satisfactory performance. Prior data demonstrating compliance with this requirement for k shall be acceptable provided that such testing has been done within 5 years of the material being used and field performance has continually been shown to be satisfactory.

Note 2: The coarse aggregate micro-Deval abrasion loss test requirement will be waived if the material has more than 80% passing the 4.75 mm sieve.

Note 3: Granular A, B Type I, B Type III, or M may contain up to 15 percent by mass crushed glass and/or ceramic material. Granular A, O, B Type I, B Type III, and M shall not contain more than 1.0 percent by mass of wood, clay brick and/or gypsum and/or gypsum wall board or plaster. Granular B Type II and SSM shall not contain more than 0.1 percent by mass of wood.

3	19/10/21	RE-ISSUED FOR PERMITTING	ARO
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CLIENT
JARLETTE HEALTH SERVICES

PROJECT TITLE
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PROJECT No. **NWL-01801050**

DRAWING TITLE
CIVIL SPECIFICATIONS 1

DESIGNED	SCALE
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ORIENTATION

PLAN ONLY (APPROXIMATE)

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DIMENSIONS NOTES:
1. ALL DIMENSIONS ARE IN METERS (m) UNLESS NOTED OTHERWISE.

Table 2 of OPSS.MUNI 1010, is deleted and replaced with the following Table 2.

Lab Test	MTO Test Number	Granular				SSM	
		O	A	B (Note 1)			
				Type I (Note 2)	Type II	Type III (Note 2)	
Sieve Analysis, % passing	1.5-602 (sieve)	-	-	100	-	100	100
	150 mm	-	-	-	-	-	-
	106 mm	-	-	-	-	-	-
	37.5 mm	100	-	-	-	-	-
	26.5 mm	95.0-100	100	50.0-100	50.0-100	-	50.0-100
	19.0 mm	80.0-95.0	85.0-100 (87.0-100) Note 3	-	-	-	100
	13.2 mm	60.0-80.0	65.0-80.0 (75.0-95.0) Note 3	-	-	-	75.0-95.0
	9.5 mm	50.0-70.0	50.0-73.0 (60.0-83.0) Note 3	-	-	32.0-100	55.0-80.0
	4.75 mm	20.0-45.0	35.0-55.0 (40.0-60.0) Note 3	20.0-100	20.0-55.0	20.0-90.0	35.0-55.0
	1.18 mm	0-15.0	15.0-40.0	10.0-100	10.0-40.0	10.0-60.0	15.0-40.0
300 µm	-	5.0-22.0	2.0-65.0	5.0-22.0	2.0-35.0	5.0-22.0	
150 µm	-	-	-	-	-	2.0-65.0	
75 µm	0-5.0	2.0-8.0 (2.0-10.0) Note 4	0-10.0 (0-10.0) Note 4	0-8.0 (0-10.0) Note 4	2.0-8.0 (2.0-10.0) Note 4	0-25.0	
Percent Crushed, minimum	LS-607	100	60	-	100	-	60
2 or more crushed faces, minimum, %	LS-617	85	-	-	-	-	-
% Asphalt Coated Particles, Coarse Agg. min	LS-621	0	30	30	0	30	30

Note 1: Where Granular B is used for granular backfill for pipe subdrains, 100 percent of the material shall pass the 37.5 mm sieve.
 Note 2: Where RAP is blended with Granular B Type I or Type III, 100 percent of the RAP shall pass the 75mm sieve.
 Note 3: Conditions in Note 1 supersede this requirement.
 Note 4: Where the aggregate is obtained from an iron blast furnace slag source.
 Note 5: Where the aggregate is obtained from a quarry or blast furnace slag or nickel slag source.

OPSS.MUNI 314, November 2016 – Untreated Granular Subbase, Base, Surface, Shoulder and Stockpiling, is amended by the following:

314.03 DEFINITIONS
 Subsection 314.03 of OPSS.MUNI 314, is amended by the addition of the following:

Tolerance – Minus: a construction working tolerance only which:
 a) Means narrower than the contract standard pertaining to horizontal dimensions as measured from centerline; and
 b) Means lower in elevation than the contract standard pertaining to vertical dimensions.

Tolerance – Plus: a construction working tolerance only which:
 a) Means wider than the contract standard pertaining to horizontal dimensions as measured from centerline; and
 b) Means higher in elevation than the contract standard pertaining to vertical dimensions.

314.07 CONSTRUCTION

314.07.07 Stockpiling of Granular Material

Subsection 314.07.07 of OPSS.MUNI 314, is amended by the addition of the following:
 The Contractor must first receive written approval from the Owner before stockpiling material at site(s) not identified in the contract documents.

ITEM 13 PIPE SUBDRAINS WRAPPED IN GEOTEXTILE

OPSS.MUNI 405, November 2017 – Construction Specification for Pipe Subdrains, is amended by the following:

405.05 MATERIALS

Sections 405.05.01 to 405.05.06 of OPSS.MUNI 405, are deleted in their entirety and replaced with the following:

150mm Dia. Plastic Pipe to be smooth wall, perforated and bell and spigot.
 Acrylonitrile-butadiene-styrene (ABS) piping and fittings shall conform to ASTM D2751, with maximum SDR of 35. Joints shall be bell-and-spigot.

Polyvinyl chloride (PVC) pipe and fittings shall conform to ASTM D3034, ASTM F949, ASTM F758, Type PS 46. Joints shall be bell-and-spigot.

Corrugated Polyethylene (PE) and Fittings ASTM F405 and joints shall be bell-and-spigot.

Pipe Perforations

Circular Perforations in Plastic Pipe: Circular holes shall be cleanly cut not more than 9.5 mm or less than 4.8 mm in diameter and arranged in rows parallel to the longitudinal axis of the pipe. The spigot or tongue end of the pipe shall not be perforated for a length equal to the depth of the socket, and perforations shall continue at uniform spacing over the entire length of the pipe.

Slotted Perforations in Plastic Pipe: Circumferential slots shall be cleanly cut so as not to restrict the inflow of water and uniformly spaced along the length and circumference of the tubing. Width of slots shall not exceed 3.2 mm nor be less than 0.8 mm. The length of individual slots shall not exceed 10 percent of the inside nominal circumference on 100 to 200 mm diameter tubing.

405.07 CONSTRUCTION

405.07.02 Excavation

Subsection 405.07.02 of OPSS.MUNI 405, is amended by the addition of the following:
 The dimensions of the subdrain excavation shall be according to OPSD 216.021 Nov. 2008 Rev.2.

405.07.04 Geotextile

Subsection 405.07.04 of OPSS.MUNI 405, is amended by the addition of the following:

Knitted sock geotextile shall meet the physical property requirements shown in Table 1.

Physical Requirements for Knitted Sock Geotextiles Laboratory Test	Test Method	Acceptance Requirements
Mullen Diaphragm Burst Strength, minimum, kPa	CAN/CSG 4.2, Method No. 11.1	600
TPO, maximum, µm	CAN/CSG 148.1, Method No. 10	500
Permeability, minimum, s ₁	CAN/CSG 148.1, Method No. 4	2.75

The subdrain trench shall be wrapped in geotextile according to OPSD 216.021 Nov. 2008 Rev.2.

The embedment and backfill material shall be 19mm clear stone.

405.07.05 Bedding

Subsection 405.07.05 of OPSS.MUNI 405, is amended by the addition of the following:

The depth of the subdrain bedding shall be according to OPSD 216.021 Nov. 2008 Rev.2.

410.07 CONSTRUCTION

410.07.12 Pipe Installation

410.07.12.01 General

Subsection 410.07.12.01 of OPSS.MUNI 410, is amended by the addition of the following:

Pipes shall be laid straight and true to grade:
 • Horizontal Tolerance 0.020m ±
 • Vertical Tolerance 0.006m ±

Pipe 150 mm in diameter and larger shall be inspected by CCTV in accordance with OPSS.MUNI 409, November 2017. Media storage shall be DVD (409.05.01). Reports storage media shall be CD or DVD (409.07.05.01). Sanitary services do n

Interruption of Utility Services

No Utility Control shall be operated without approval of the Engineer and the Utility. All parties affected by such operations shall be notified by the Contractor as directed by the Engineer or the Utility before the operation and advised of the probable time when service will be restored. The Contractor shall advise the Contract Administrator a minimum of 48 hours prior to interruption.

410.10 BASIS OF PAYMENT

410.10.01 "size, type class" Pipe Sewers – Item Service Connections – Item Breaking into Maintenance Holes, Catch Basins, Ditch Inlets, Culverts, and Sewers, Item Concrete Appurtenances – Item Clay Seal – Item

Subsection 410.10.01 of OPSS.MUNI 410, is amended by the addition of the following:

Payment at the contract price for the above tender items shall be full compensation for all labour, equipment and material to do the work, including CCTV inspection and insulation as required where pipes are above frost depth.

ITEM 22 200mm DIA. HDPE SANITARY SEWER

OPSS.MUNI 410, November 2015 – Pipe Sewer Installation in Open Cut, is amended by the following:

410.05 MATERIALS

410.05.01 Pipe Materials

Subsection 410.05.01 of OPSS.MUNI 410, is amended by the following:

Pipe insulation to be HI-60 Styrofoam or pre-approved equal. Pipe materials shall be smooth inside wall plastic pipe with bell and spigot joints and elastomeric gaskets. Minimum pipe stiffness shall be 320 kPa.

410.05.01.01 General

Subsection 410.05.01.01 of OPSS 410 is amended by the addition of the following:

Pipe sewer shall be class SDR 35 and of the type and size shown on the contract drawings.

410.07 CONSTRUCTION

Section 410.07 of OPSS.MUNI 410, is amended by the following:

Insulation to be installed as per contract documents, 300 mm above the top of the pipe and to be 2.5 m wide. Refer to contract documents for thickness requirements.

410.07.12 Pipe Installation

410.07.12.01 General

Subsection 410.07.12.01 of OPSS.MUNI 410, is amended by the addition of the following:

Pipes shall be laid straight and true to grade:
 • Horizontal Tolerance 0.020m ±
 • Vertical Tolerance 0.006m ±

Pipe shall be inspected by CCTV in accordance with OPSS.MUNI 409, November 2017. Media storage shall be DVD (409.05.01). Reports storage media shall be CD or DVD (409.07.05.01).

Interruption of Utility Services

No Utility Control shall be operated without approval of the Engineer and the Utility. All consumers affected by such operations shall be notified by the Contractor as directed by the Engineer or the Utility before the operation and advised of the probable time when service will be restored. The Contractor shall advise the Township of Moonbeam a minimum of 48 hours prior to interruption. All operation of existing watermain valves shall be by Municipal Works personnel.

410.07.20 Site Restoration

Subsection 410.07.20 is amended by the addition of the following:

Pipes with less than 2.6 m of cover shall have insulation as per the detail in the contract drawings.

410.10 BASIS OF PAYMENT

410.10.01 "size, type class" Pipe Sewers – Item Service Connections – Item Breaking into Maintenance Holes, Catch Basins, Ditch Inlets, Culverts, and Sewers, Item Concrete Appurtenances – Item Clay Seal – Item

Subsection 410.10.01 of OPSS.MUNI 410, is amended by the addition of the following:

Payment at the contract price for the above items shall be full compensation for all labour, equipment and material to do the work, including CCTV inspection and insulation as required where pipes are above frost depth.

- ITEM 24.1 150mm DIA. WATERMAIN**
- ITEM 24.2 200mm DIA. WATERMAIN**
- ITEM 25.1 150mm DIA. GATE VALVE AND BOX**
- ITEM 25.2 200mm DIA. GATE VALVE AND BOX**
- ITEM 26 HYDRANT SET**
- ITEM 27 CONNECTIONS TO EXISTING WATERMAINS**

Interruption of Utility Services

No Utility Control shall be operated without approval of the Engineer and the Utility. All consumers affected by such operations shall be notified by the Contractor as directed by the Engineer or the Utility before the operation and advised of the probable time when service will be restored. The Contractor shall advise the Township of Moonbeam a minimum of 48 hours prior to interruption. All operation of existing watermain valves shall be by Municipal Works personnel.

OPSS.MUNI 441, November 2016 – Watermain Installation in Open Cut, is amended by the following:

441.05 MATERIALS

Section 441.05 of OPSS.MUNI 441 is amended by the addition of the following:

Fittings – Fittings shall be ductile iron, cement lined to AWWA C110/A.21.10 and AWWA C104/A.21.4.

Valves – Valves shall be Clow resilient type gate valves to AWWA C509-87 with mechanical joint ends and guide plate. Valves will open left (counter clockwise).

Valve boxes – Valve boxes shall be slide-type, Mueller MVB composite valve boxes.

ITEM 17 1200mm DIA. SANITARY MAINTENANCE HOLE

OPSS 407, November 2015 – Maintenance Hole, Catch Basin Ditch Inlet, and Valve Chamber Installation, is amended by the following:

407.07 CONSTRUCTION

407.07.01 General

Subsection 407.07.01 of OPSS 407, is amended as follows:

All maintenance holes and catch basin structures on this contract shall be supplied with monolithic bases and frost straps, as shown on the Contract Drawings. All structures shall have a minimum depth of 2.6m. The depth of the sump shall be increased, where required, to maintain the minimum depth. Where the sump depth exceeds the standard depth by more than 0.3m, the sump shall be filled with concrete to the standard depth. For sanitary maintenance holes, the structure shall be filled with concrete to the benching.

407.05.03 Precast Concrete Components for Maintenance Holes, Catch Basins, Ditch Inlets and Valve Chambers

Subsection 407.05.03 of OPSS 407 is amended by the addition of the following:

Maintenance holes shall be monolithic with frost straps, and of the size specified in the contract drawings.

407.07.14 Benching and Channeling

Subsection 407.07.14 of OPSS 407 is amended as follows:

The inside, concrete bottom of all sanitary structures shall be benched to appropriately direct flows.

ITEM 21 200mm DIA. HDPE STORM SEWER

OPSS.MUNI 410, November 2018 – Pipe Sewer Installation in Open Cut, is amended by the following:

410.05 MATERIALS

410.05.01 Pipe Materials

Subsection 410.05.01.01 of OPSS.MUNI 410, is amended by the following:

Pipe materials shall be smooth inside wall plastic pipe with bell and spigot joints and elastomeric gaskets. Minimum pipe stiffness shall be 320 kPa. Pipe sewer shall be of the type and size shown on the contract drawings.

Pipe – Pipe shall be 150 mm/200 mm diameter (where specified) Polyvinyl Chloride (PVC) Pipe, AWWA C900 Class 150 (DR 18).

Hydrants – Hydrants shall be Brigadier Mcavity M-67B (or approved equal), non-draining, with two hose, and one pump connection with breakaway flange.

441.05.17 Tracer Wire

Tracer wire shall be plastic coated AWG 14.

441.05.18 Cathodic Protection

Cathodic protection shall be type Z-12-24.

441.05.19 Mechanical Restrainers

Mechanical restrainers shall be used on all tee's elbows and hydrant sets, shop drawings shall be provided to the Contract Administrator for review.

441.07 CONSTRUCTION

441.07.01 General

Subsection 441.07.01 of OPSS.MUNI 441, is amended by the addition of the following:

The Contractor shall comply with all written recommendations of the manufacturer regarding applications of the specified system.

Each valve, hydrant boot and metallic fitting shall be entirely wrapped in TC Mastic Tapecoat.

441.07.13 Backfilling and Compacting

Subsection 441.07.13 of OPSS.MUNI 441, is amended by the addition of the following:

Pipe bedding shall consist of Granular 'A' compacted to 95% standard proctor.

Cover material shall consist of Granular 'A', to a depth of at least 300 mm above the pipe thoroughly rammed and compacted around and above the pipe. Maximum particle size shall be in accordance with OPSS.PROV. 401, November 2015, Subsection 401.05.03.

The trench shall be backfilled with select native material, and shall contain no rock, stones, or objectionable material which would prevent proper consolidation, or which might cause future settlement. The native material shall be placed in 300 mm layers, mechanically compacted to 95% of the maximum density.

441.07.14 Installation of Pipe

No.	DATE (Y/M/D)	REVISION	BY
3	19/10/21	RE-ISSUED FOR PERMITTING	ARO
2	19/09/20	ISSUED FOR PERMITTING	ARO
1	19/09/20	ISSUED FOR CLIENT REVIEW	ARO

CLIENT
JARLETTE HEALTH SERVICES

PROJECT TITLE
SENIORS COMPLEX DYMOND

PROJECT No. **NWL-01801050**

DRAWING TITLE
CIVIL SPECIFICATIONS 2

DESIGNED	SCALE
AS	INDICATED
DRAWN	PLAN No.
BRP	018-1146
CHECKED	DRAWING No.
	13

EXP Services Inc.
 1-705-647-4311 | f. 1-705-647-3111
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ORIENTATION

PLAN ONLY (APPROXIMATE)

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DIMENSIONS NOTES: ALL DIMENSIONS ARE IN METERS (m) UNLESS NOTED OTHERWISE.

Subsection 441.07.14 of OPSS.MUNI 441, is amended by the addition of the following:

Tracer wire, AWG 14, plastic coated, shall be installed on all PVC pipe with a half hitch at each bell joint. Terminals for the tracer wire shall be installed at each valve or hydrant valve (refer to details sheet).

Pipes shall be laid straight and true to grade:
• Horizontal Tolerance 0.020m ±
• Vertical Tolerance 0.006m ±

Following installation, the Contractor shall be required to complete a conductivity test on all tracer wire. All such tests must be completed successfully and to the satisfaction of the Engineer, before the system will be accepted.

441.07.18 Installation of Valves and Fittings
441.07.18.01 General

Subsection 441.07.18.01 of OPSS.MUNI 441, is amended by the addition of the following:

Valve boxes shall be double wrapped with 6 mil polyethylene. Valve bonnets shall be wrapped with class II Non-woven Geotextile FOS 150-210.

441.07.22 Connection to Existing Watermains

Subsection 441.07.22 of OPSS 441, is amended by the addition of the following:

Work performed up to the connection to existing watermains shall have cathodic protection, type Z-12-24 installed as part of the work. There shall be one per metallic fitting and valve. The contractor shall attach anodes by thermite welding. After cooling, the completed weld shall be checked to ensure a secure connection has been achieved. Each weld shall be sealed with T.C. Mastic Tapecoat.

441.07.23 Thrust Restraints

Subsection 441.07.23 of OPSS.MUNI 441, is amended by the addition of the following:

Thrust restraints shall be poured-in-place concrete thrust blocks.

441.07.24 Hydrostatic Testing

441.07.24.01 General

Subsection 441.07.24.01 of OPSS.MUNI 441, is amended by the addition of the following:

The test pressure shall be 1035 kPa (150 psi) gauge based upon the elevation of the lowest point of the line or section under test and corrected to the elevation under gauge.

The pressure shall be applied by means of a pump connected to the line through a test connection.

441.07.25 Flushing and Disinfecting Watermains

Subsection 441.07.25 of OPSS.MUNI 441, is amended by the addition of the following:

All sampling, testing and associated fees, shall be the responsibility of the contractor.

When connecting the new line into service, and when all tests have been satisfactorily carried out, the new line may be connected to the existing watermain by the following procedure:

- (a) All consumers notified as outlined above.
(b) Swab fittings with 0.5 ppm chlorine solution and make connections to the existing main as detailed on the plans.
(c) Slowly open the existing valves and check for leaks at the connection.

Watermain to be installed with 75 mm wide blue "CAUTION WATER LINE BELOW" tape installed in the trench backfill, 1.0 m below finished grade.

Materials

Denso paste. Denso Profiling Mastic and Denso Tape.

Moisture Sealing Mastic Compound: The compound shall be self-supporting, moisture sealing media. The compound shall be saturated petroleum hydrocarbons, fibrous filler and thermal extender, which shall be permanently plastic, non-cracking and resistance to moisture, mineral acids and salts. The compound shall not oxidize and shall contain no evaporating solvents.

Tape Vinyl Mastic: Self-fixing rubber based insulating compound laminated to a flexible, all weather grade vinyl (PVC) backing.

The tapes shall conform in all-weather applications. The tapes shall also be color fade resistant, resistant to UV rays, abrasion, corrosion, alkalis & acids. They should be suitable for outdoor and general use.

Contractor shall comply with all written recommendations of the manufacturer regarding applications of the specified system.

441.09 MEASUREMENT FOR PAYMENT

441.09.01 Actual Measurement

441.09.01.02 Valves

Subsection 441.09.01.02 of OPSS.MUNI 441, is deleted in its entirety and replaced with the following:

For measurement purposes, a count shall be made of the number of valves installed, regardless of the type and size.

441.09.01.03 Hydrants

For measurement purposes, a count shall be made of the number of hydrants installed, regardless of the type.

441.09.01.04 Service Connection Pipe

Subsection 441.09.01.04 of OPSS.MUNI 441, is deleted in its entirety and replaced with the following:

For measurement purposes, a count shall be made of the number of services installed, including all appurtenances.

441.09.01.05 Service Connection Appurtenance Sets

Subsection 441.09.01.05 of OPSS.MUNI 441, is deleted in its entirety.

ITEM 28 SACRIFICIAL ANODES Z-24-48

OPSS.MUNI 442, November 2016 - Corrosion Protection of New and Existing Watermains, is amended by the addition of the following:

442.07 CONSTRUCTION

442.07.04 Anode Installation

442.07.04.03 Existing Metallic Watermains - Exposed Pipe or Service Method

Subsection 442.07.04.03 of OPSS.MUNI 442, is amended by deleting the second paragraph and replacing it with the following:

Anodes to be used for this application shall be 2 zinc type Z-24-48.

And by the addition of the following:

The anode lead shall be connected by the thermite weld procedure.

442.07.04.06 New Watermains with Metallic Components

Subsection 442.07.04.06 of OPSS.MUNI 442 is amended by the addition of the following:

Cathodic protection shall be type Z-24-48 anodes.

442.07.07 Thermite Weld Connections

Subsection 442.07.07 of OPSS.MUNI 442, is amended by the addition of the following:

After cooling, the completed weld shall be checked to ensure that a secure connection has been achieved. Each weld shall be sealed with T.C. Mastic Tapecoat.

442.07.09 Anode and Header Wire Splicing and Waterproofing

Subsection 442.07.09 of OPSS.MUNI 442, is amended by the addition of the following:

Splices shall be by Method A or Method D.

OPSS.MUNI 442 is amended by the addition of Table 6:

Table 6: Anode Locations and Spacing for New Watermains with Metallic Components. Columns: Location, Anode Type, Maximum Spacing and Quantity.

442.09 MEASUREMENT FOR PAYMENT

442.09.01.01 Individual Anodes

Subsection 442.09.01.01 is deleted in its entirety and replaced with the following:

For measurement purposes, the installation of anodes will be each, including all anodes installed.

ITEM 36 TEMPORARY POTABLE WATER SUPPLY

OPSS 493, November 2015 - Temporary Potable Water Supply Services, is amended by the addition of the following:

493.05 MATERIALS

493.05.01 General

Subsection 493.05.01 is amended by the addition of the following:

Pipe shall be of sufficient diameter to supply existing flows and be PVC or PE with a minimum pressure rating of 690 Kpa (100psi).

493.05.04 Temporary Hydrants

Subsection 493.05.04 is amended by the addition of the following:

The Contractor may connect existing fire hydrants to the temporary system or supply temporary hydrants in accordance with OPSS 441 at or near existing locations.

493.07 CONSTRUCTION

493.07.01 General

Subsection 493.07.01 is amended by the addition of the following:

- 1. If the temporary potable water supply fails, it shall be restored within 2 hours.
2. No Utility Control shall be operated without approval of the Engineer and the Utility. All consumers affected by such operations shall be notified by the Contractor as directed by the Engineer or the Utility before the operation and advised of the probable time when service will be restored. The Contractor shall advise the Township of Moonbeam a minimum of 48 hours prior to interruption. All operation of existing watermain valves shall be by Municipal Works personnel.

493.07.03 Temporary Potable Water Supply Services

Subsection 493.07.03 is amended by the addition of the following:

Temporary water services to commercial or multi-unit residential buildings shall be of the same size as the existing service line.

493.07.04 Temporary Hydrants

Subsection 493.07.04 is amended by deleting the fourth paragraph and replacing it with the following:

Once in use, the temporary hydrants, valves, and fittings shall be maintained until the existing or new hydrants are restored to service.

ITEM 37 RIP-RAP

OPSS.PROV. 511, November 2018 - Rip-Rap, Rock Protection, and Granular Sheeting, is amended as follows:

511.01 SCOPE

Section 511.01 of OPSS 511, is amended by the addition of the following:

The Contractor shall supply and place Geotextile as detailed on the Contract Drawings.

511.05 MATERIALS

Section 511.05 of OPSS 511, is amended by the addition of the following:

Geotextile - Terrafix 270R, or equal.

511.07 CONSTRUCTION

Section 511.07 of OPSS 511, is amended by the addition of the following:

- 1. The placement operations shall be such that the geotextile is not exposed to daylight for more than 72 hours.
2. Adjacent sections of the geotextile shall be overlapped a minimum of 1.0m or shall be sewn together according to 4. (Below).
3. Seams of the geotextile shall be sewn with thread meeting the material requirements for the geotextile or shall be bonded by thermal or chemical means.
4. When sections of geotextile are joined by sewing, the seam strength shall be at least 90% of the minimum Grab tensile strength requirement for the class of geotextile specified in the contract documents.
5. Should the Geotextile be damaged, it shall be repaired by placing a piece of geotextile large enough to cover the damaged section meeting the above requirements for overlapping.
6. Initial backfilling lift shall be 300mm minimum.
7. Compaction of initial lift shall be by static rolling (non-vibratory).

All existing fill materials shall be removed and the undisturbed surface of the native silty clay shall be exposed. The exposed surface of the silty clay shall be carefully scraped clean with a smooth bladed backhoe bucket and/or hand shoveling. Subgrade adjustments and leveling shall be achieved by filling the lower areas with Granular "A" material. A layer of non-woven geotextile shall be placed along the base and side walls of the excavation.

A 300mm thick pad of Granular "A" shall be placed beneath the footing, extending 0.5m horizontally beyond the outer perimeter of the footing. The Granular "A" pad shall be placed in

300mm thick lifts, compacted to at least 98% of the SPMD. Care shall be taken to not over-compact the pad, such that disturbance to the underlying native silty clay occurs (i.e. use static rolling equipment on the lower lift).

ITEM 38 TOPSOIL IMPORTED

OPSS 802, November 2010 - Topsoil, is amended by the addition of the following:

802.07 CONSTRUCTION

802.07.01 Stockpiling Topsoil

Subsection 802.07.01 of OPSS 802 is amended by the addition of the following:

The Contractor must first receive written approval from the Owner before stockpiling material at site(s) not identified in the contract documents.

802.09 PAYMENT

802.09.01 Actual Measurement

802.09.01.02 Topsoil, Imported

Subsection 802.09.01.02 of OPSS 802 is deleted in its entirety and replaced with the following:

Measurement shall be by the cubic metres of topsoil imported and placed.

ITEM 39 SEED AND MULCH

OPSS.MUNI 804, November 2014 - Seed and Cover, is amended by the addition of the following:

804.05 MATERIALS

804.05.01 Seed

804.05.01.04 Permanent Seed Mixes

Subsection 804.05.01.04 of OPSS 804, is amended by the addition of the following:

Seed mix shall be Standard Road Side Mix.

804.05.04 Cover

Subsection 804.05.04 of OPSS 804 is amended by the addition of the following:

Cover shall be Hydraulic Mulch.

Revision table with columns: No., DATE, REVISION, BY. Includes entries for RE-ISSUED FOR PERMITTING, ISSUED FOR PERMITTING, and ISSUED FOR CLIENT REVIEW.

JARLETTE HEALTH SERVICES

SENIORS COMPLEX DYMOND

PROJECT No. NWL-01801050

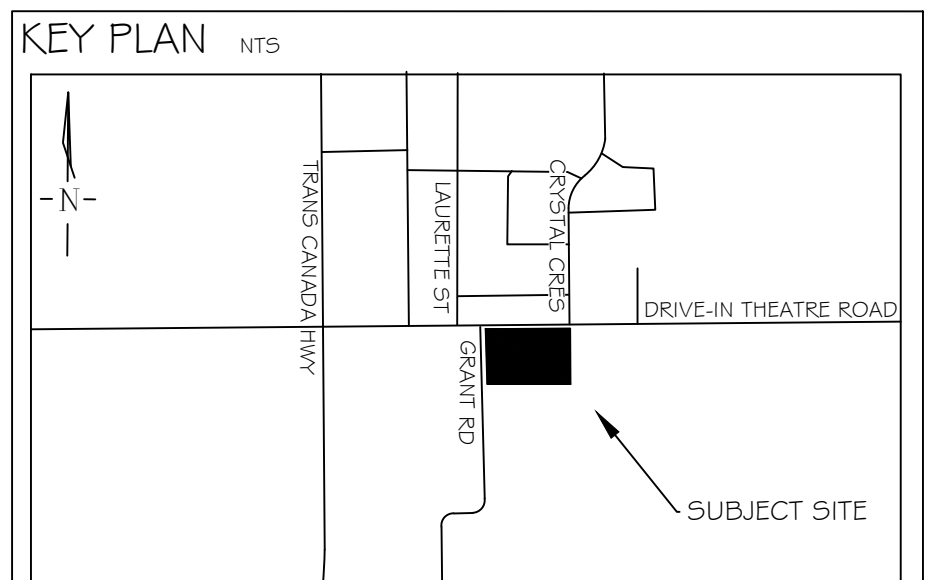
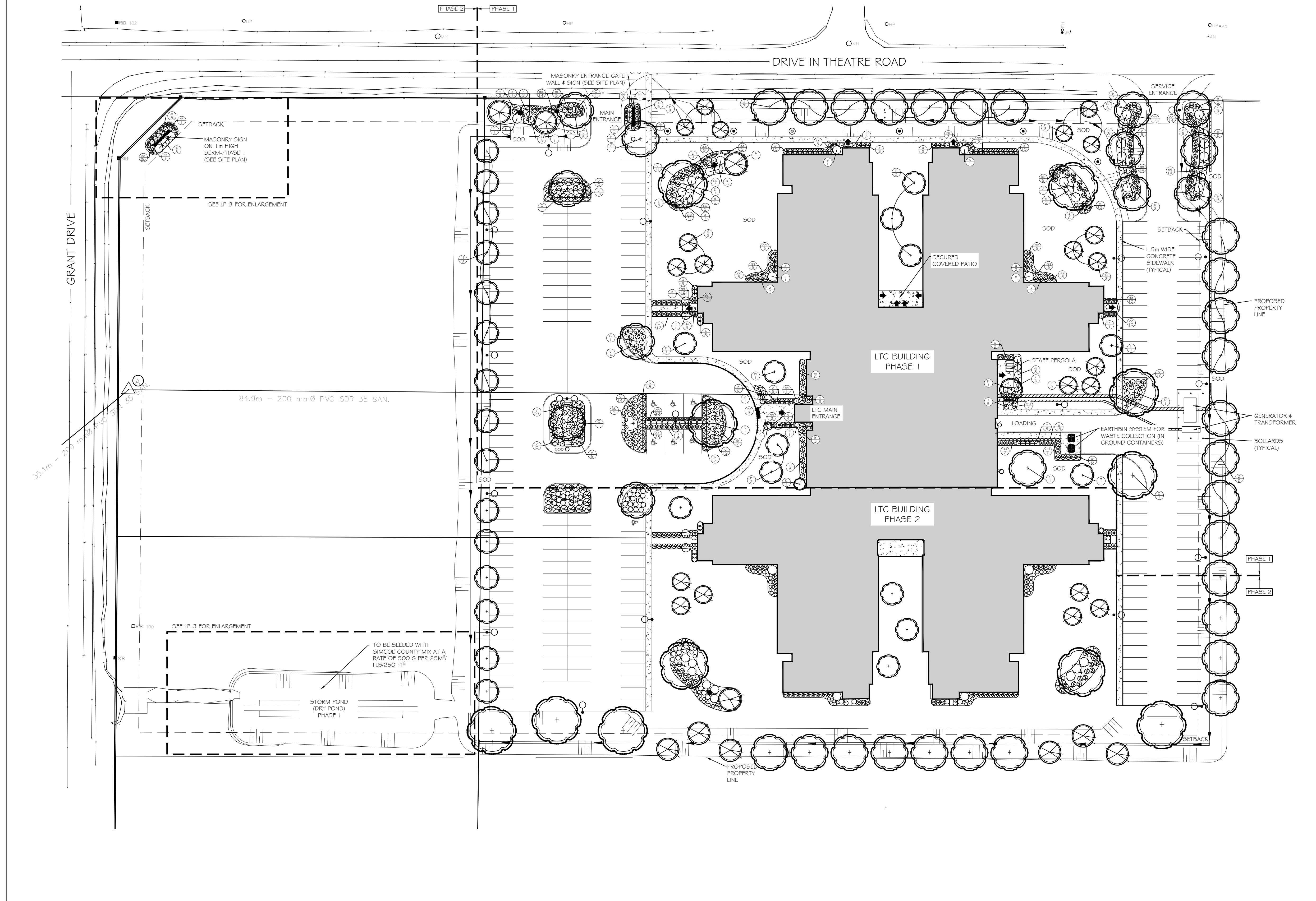
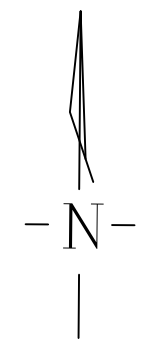
DRAWING TITLE

CIVIL SPECIFICATIONS 3

Professional Engineer stamp for A. R. OBEHRN, 100222318, and a table for DESIGNER, SCALE, DRAWN, CHECKED, PLAN No., DRAWING No.

EXP Services Inc. 1-705-647-4311 | 310 Whitewood Ave. W. New Liskeard, ON P0J 1P0 Canada





GENERAL NOTES

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- LEGEND**
- Proposed Deciduous Tree
 - Proposed Coniferous Tree
 - Proposed Deciduous Shrubs/Perennials
 - Proposed Coniferous Shrubs
 - Plant Key
 - Proposed Limestone Boulders
 - Electrical Symbols

NO	DATE	BY	REVISIONS

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APPROVAL
CITY OF TAMISKAMING SHORES

NAME: _____
DATE: _____
SIGNATURE: _____

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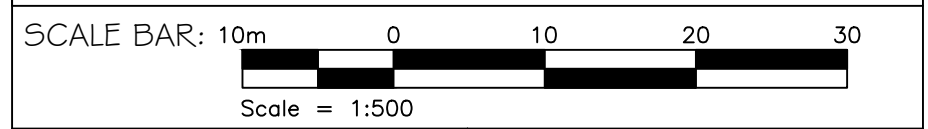
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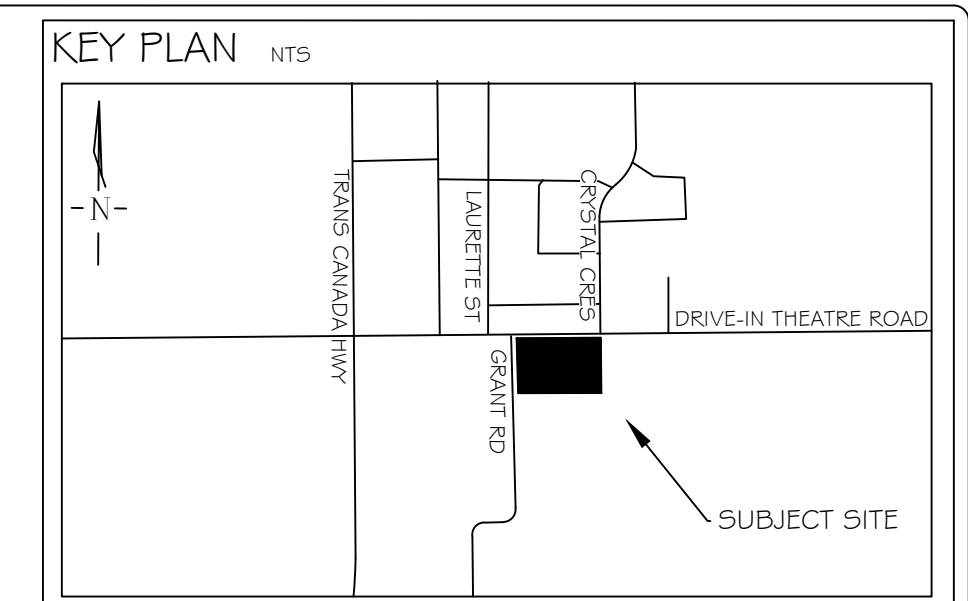
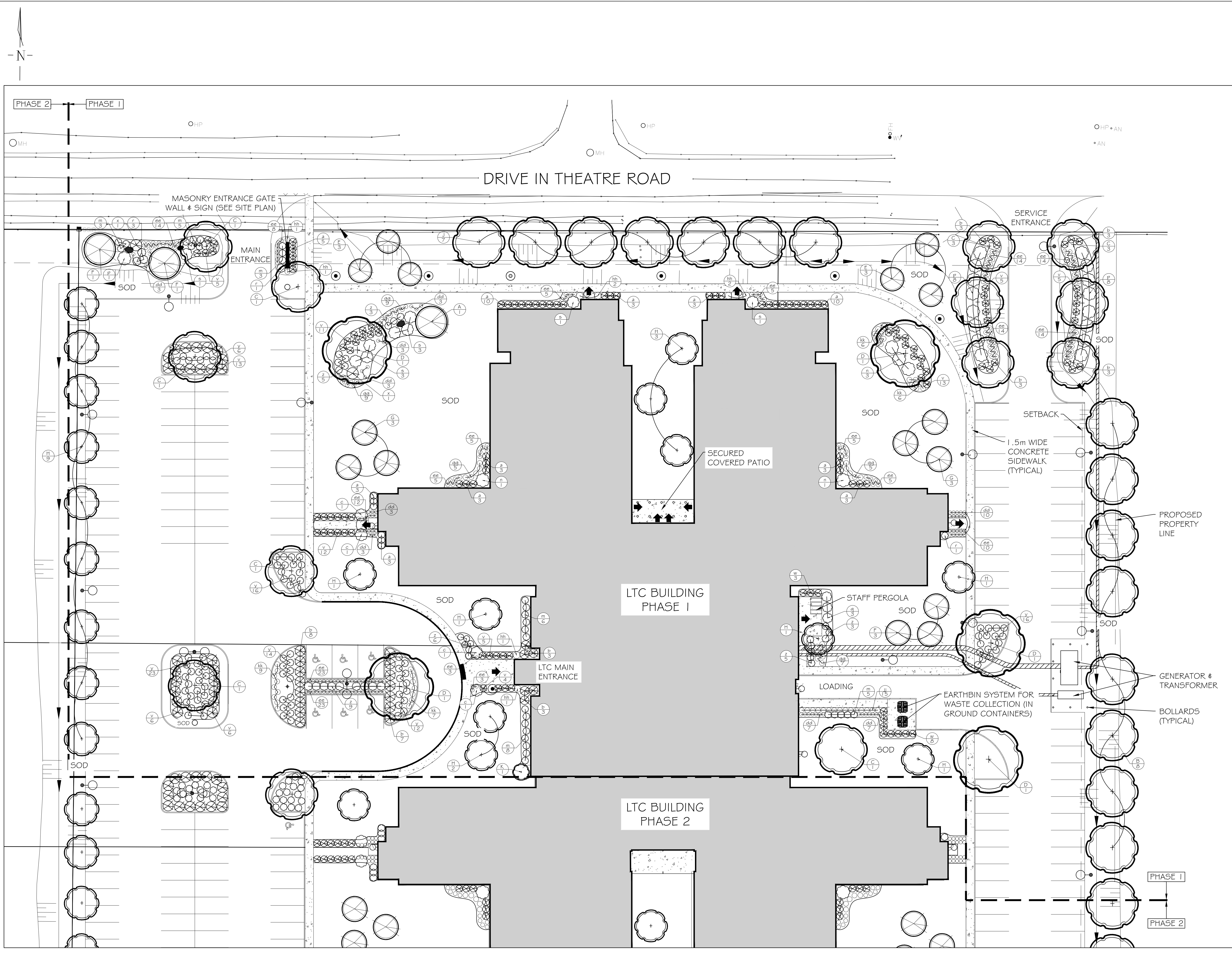
CLIENT:
JARLETTE HEALTH SERVICES
771 YONGE STREET, MIDLAND

PROJECT:
TEMISKAMING LODGE LTC,
DYMOND, ON

DRAWING:
OVERALL LANDSCAPE PLAN



PROJECT NO.: LA 371-19	SCALE: 1:500
MUNICIPAL FILE NO.:	DATE: NOV. 5, 2019
DRAWN BY: E.F	CHECKED BY: J.H
	DRAWING No.: LP-1



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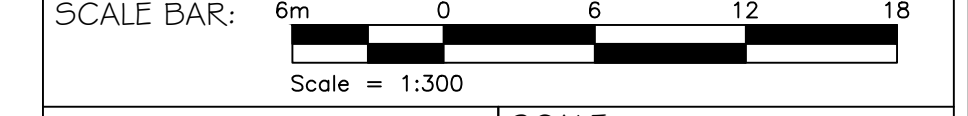
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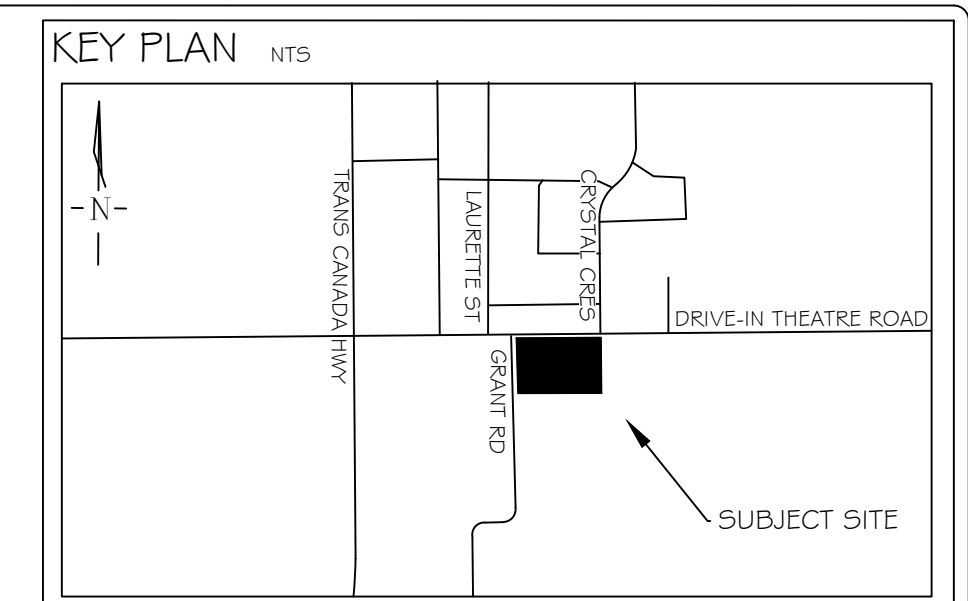
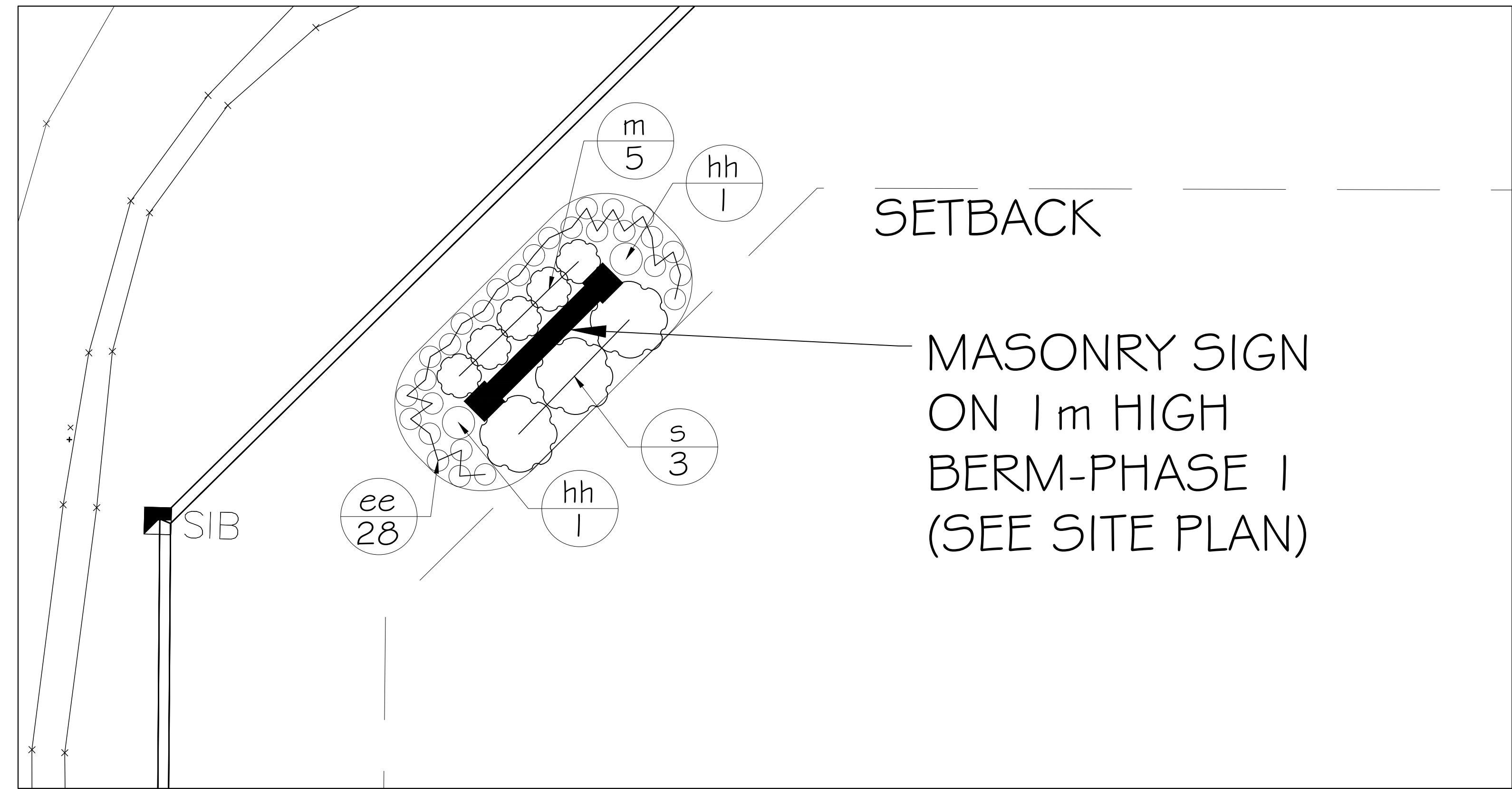
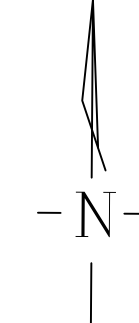
CLIENT:
JARLETTE HEALTH SERVICES
771 YONGE STREET, MIDLAND

PROJECT:
TEMISKAMING LODGE LTC,
DYMOND, ON

DRAWING:
LANDSCAPE PLAN: PHASE I



PROJECT NO.: LA 371-19	SCALE: 1:300
MUNICIPAL FILE NO.:	DATE: NOV. 5, 2019
DRAWN BY: E.F	CHECKED BY: J.H
	DRAWING No.: LP-2



GENERAL NOTES

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LEGEND

Proposed Deciduous Shrubs/Perennials

Plant Key

NO	DATE	BY	REVISIONS

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CITY OF TAMISKAMING SHORES

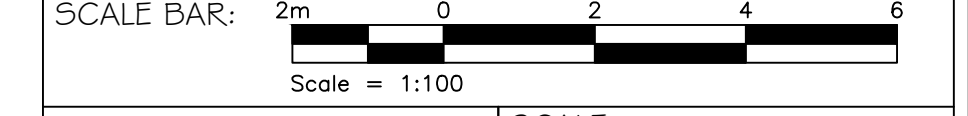
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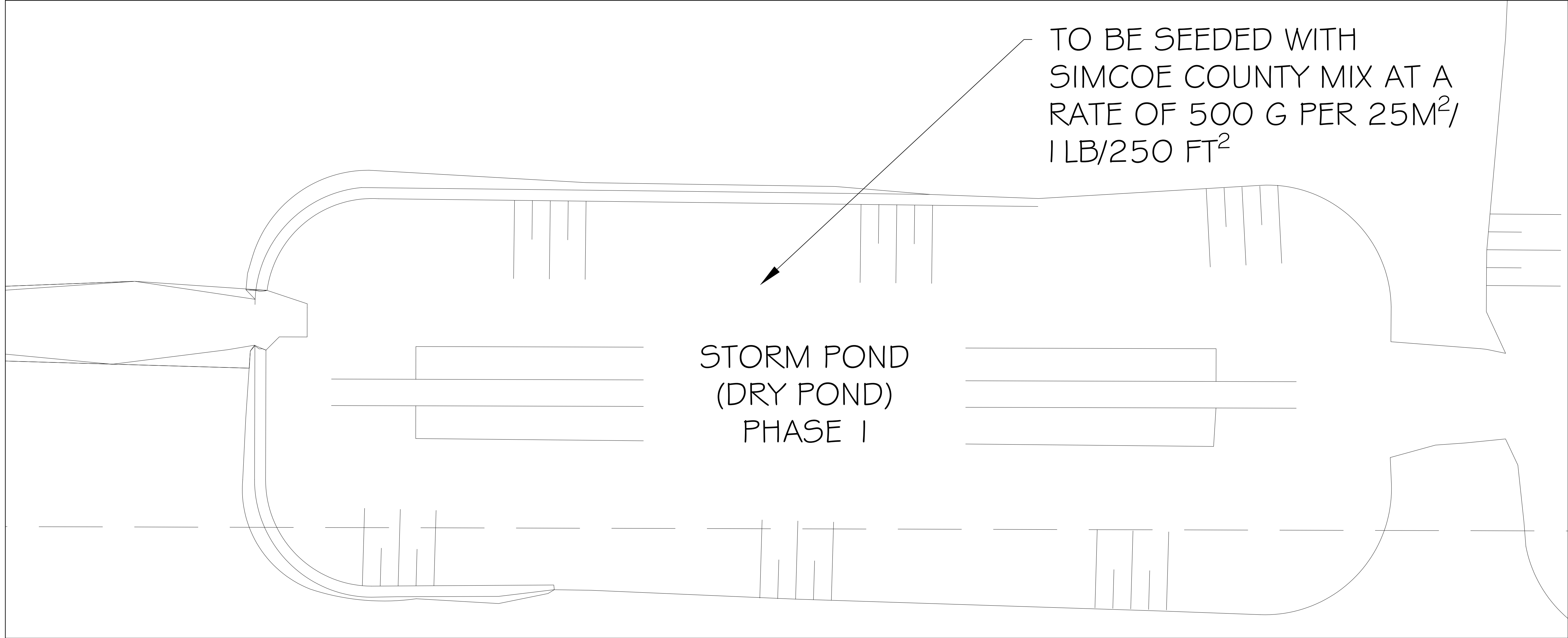
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771 YONGE STREET, MIDLAND

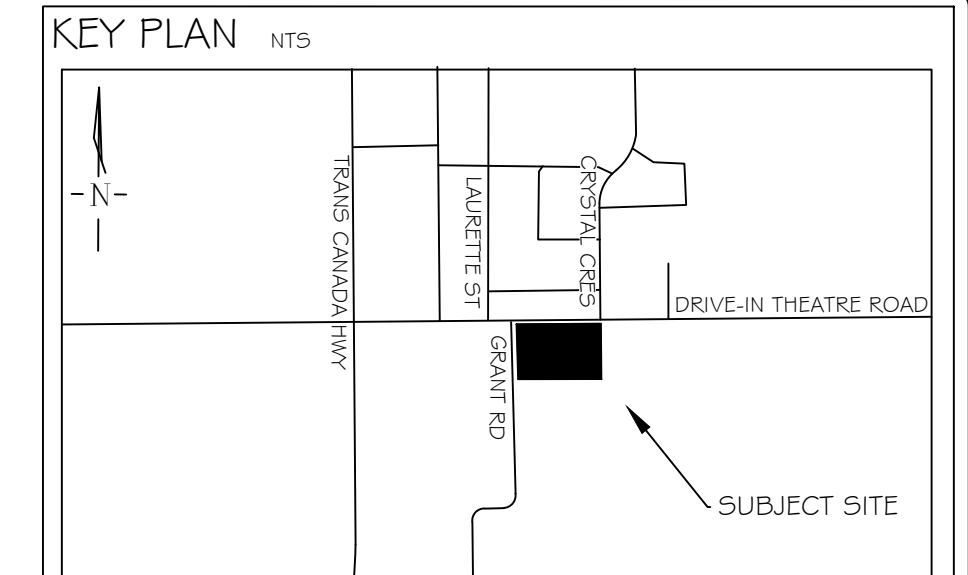
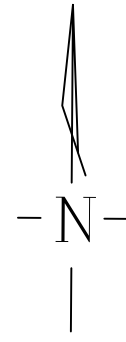
PROJECT:
TEMISKAMING LODGE LTC,
DYMOND, ON

DRAWING:
LANDSCAPE PLAN: PHASE I



PROJECT NO.: LA 371-19	SCALE: 1:100
MUNICIPAL FILE NO.:	DATE: NOV. 5, 2019
DRAWN BY: E.F	CHECKED BY: J.H
	DRAWING No.: LP-3





GENERAL NOTES

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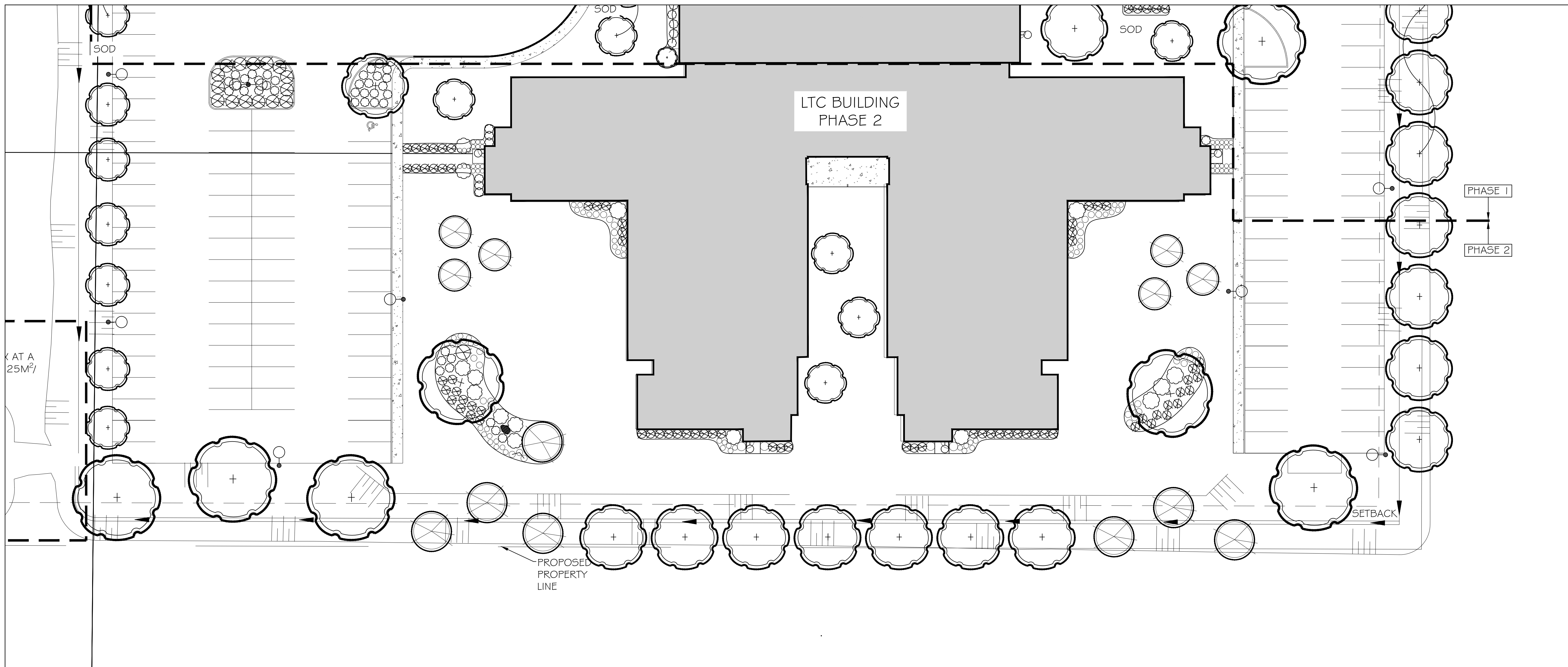
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NO	DATE	BY	REVISIONS

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APPROVAL
CITY OF TAMISKAMING SHORES

NAME: _____

DATE: _____

SIGNATURE: _____

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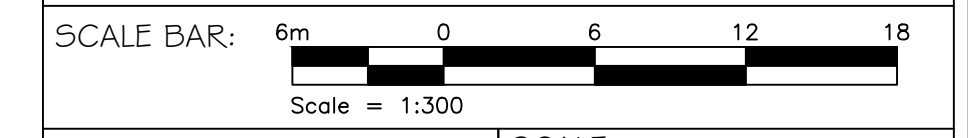
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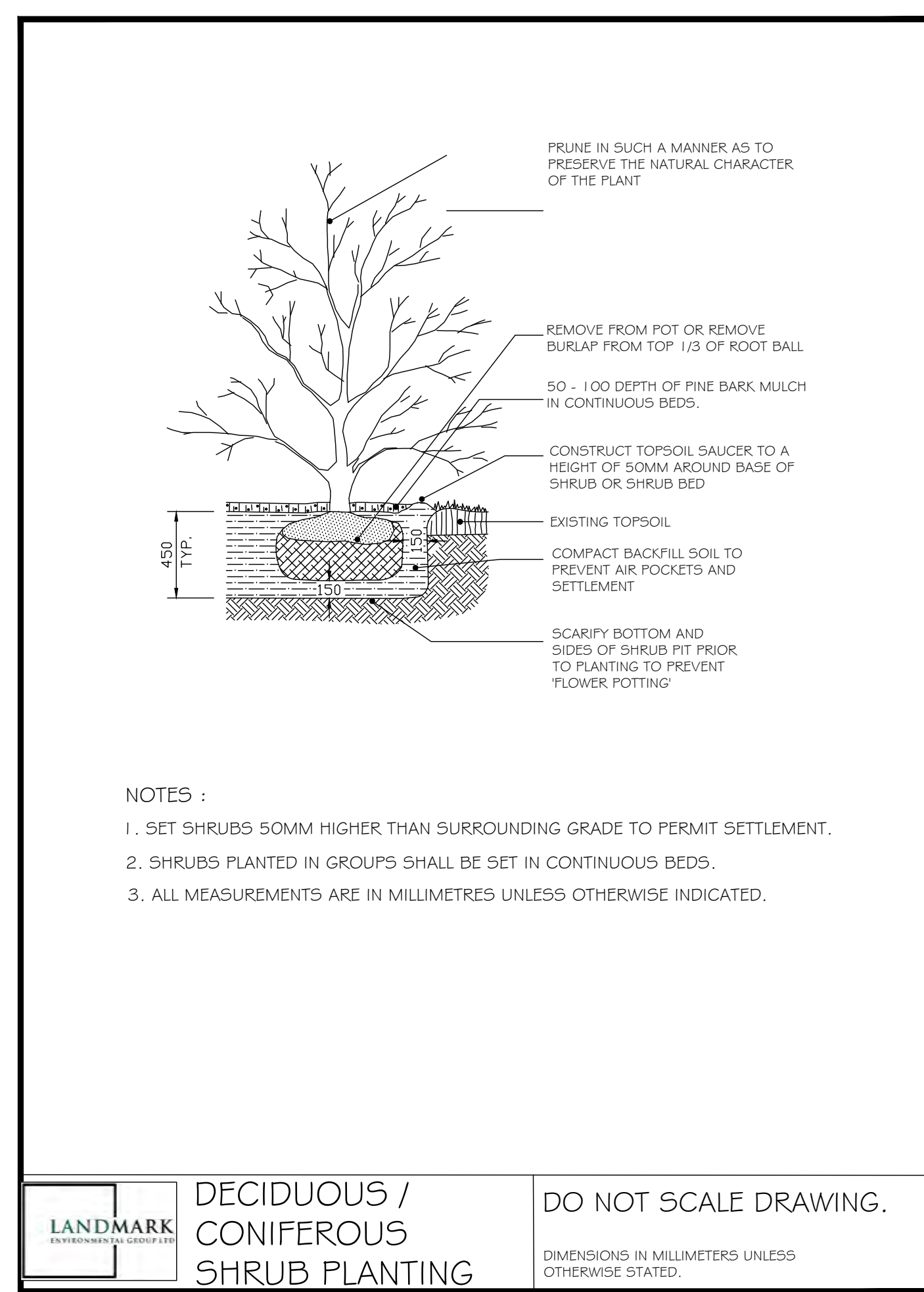
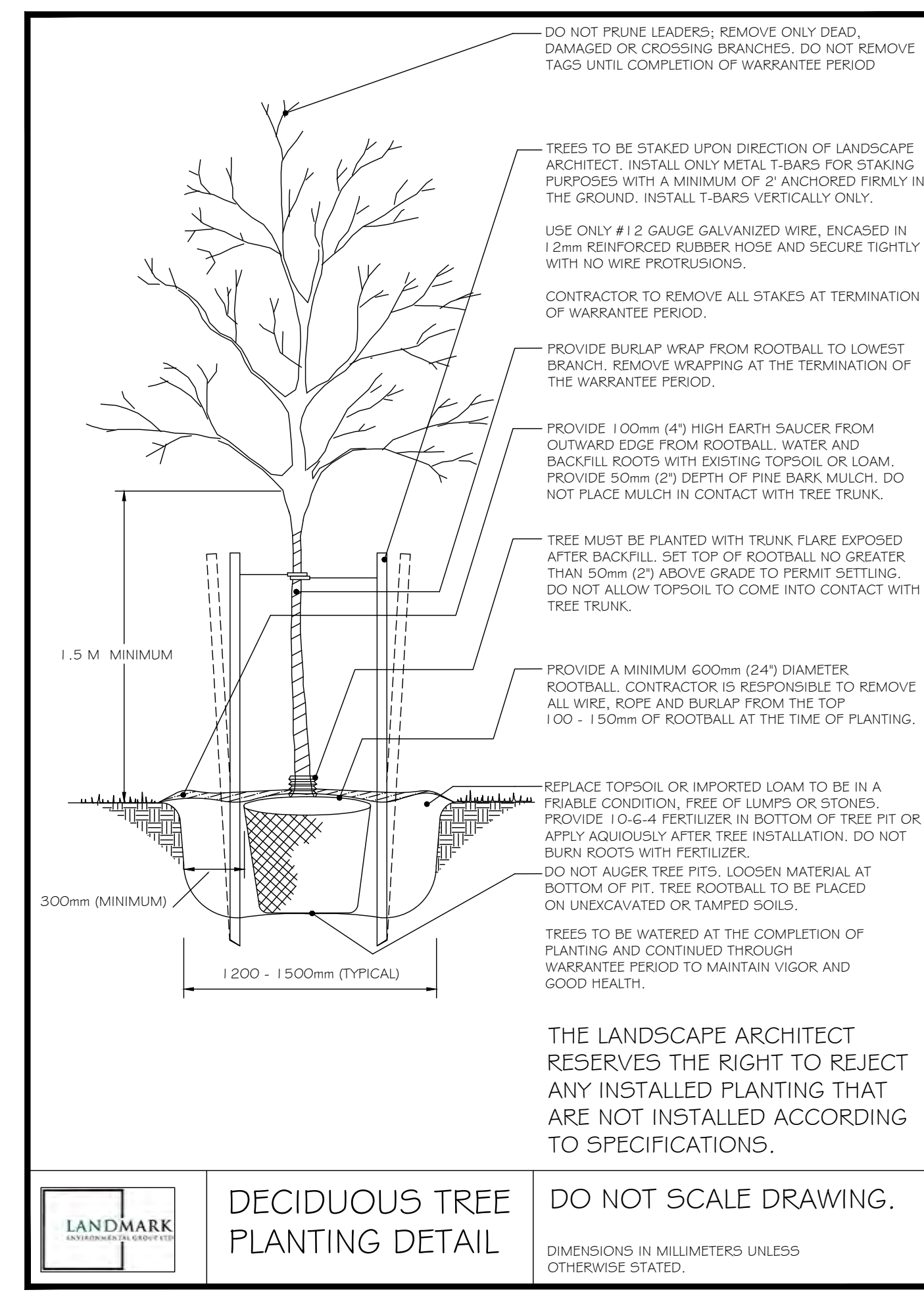
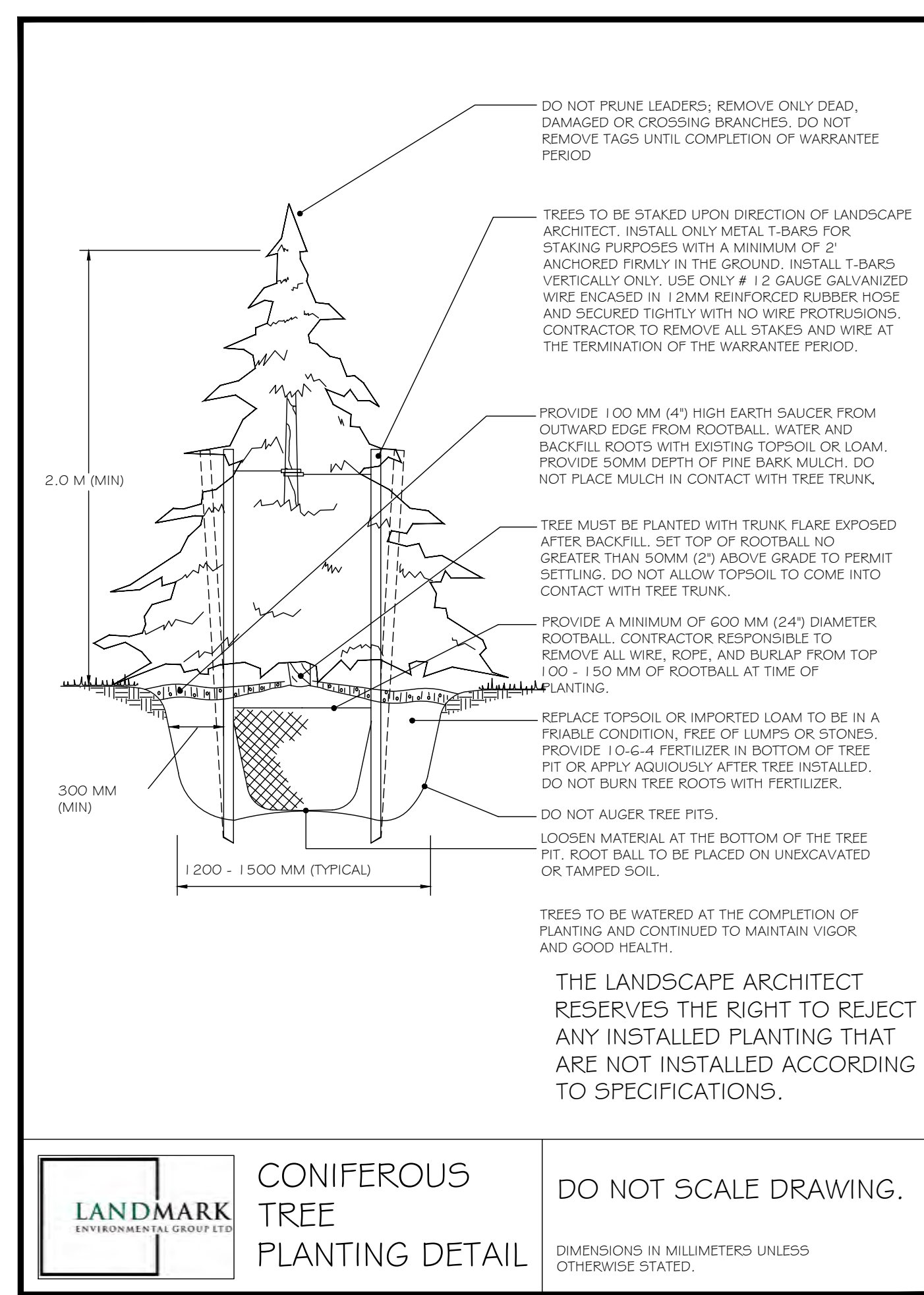
CLIENT: JARLETTE HEALTH SERVICES
771 YONGE STREET, MIDLAND

PROJECT: TEMISKAMING LODGE LTC,
DYMOND, ON

DRAWING: CONCEPT PLAN: PHASE 2



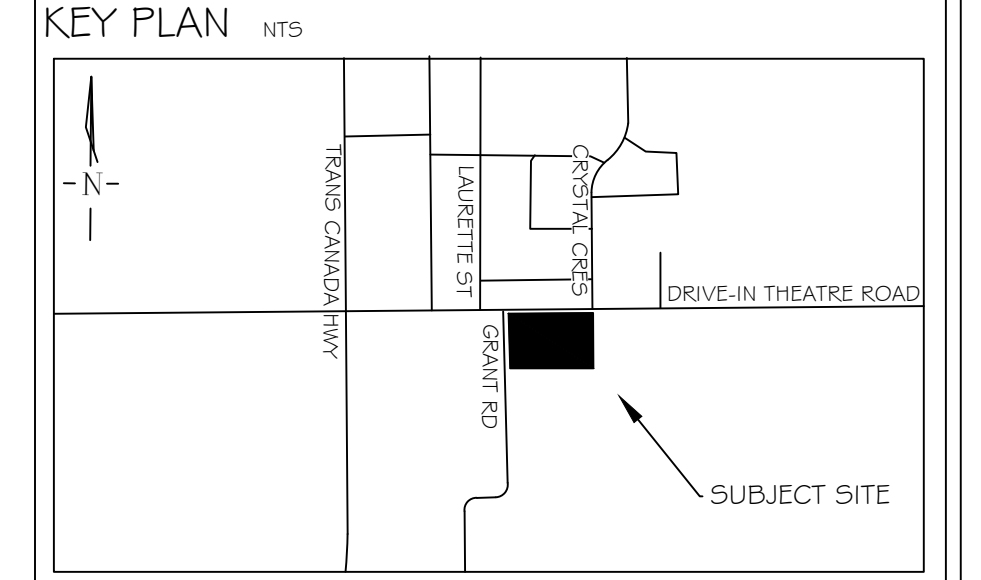
PROJECT NO.: LA 371-19	SCALE: 1:300
MUNICIPAL FILE NO.:	DATE: NOV. 5, 2019
DRAWN BY: E.F	CHECKED BY: J.H
	DRAWING No.: LP-4



PLANTING NOTES

- The Contractor shall review all information in all drawings details and specifications and report any discrepancies to the Landscape Architect in writing prior to commencement of works.
- All planting and related work shall be completed by experienced personnel under the direction and supervision of a qualified foreman.
- All plant material which cannot be planted immediately will be properly heeled in or covered with a similar material which will keep root surfaces moist until planted.
- All plant material and operations shall meet or exceed current horticultural standards of the Canadian Nursery Trade Association and the Ontario Landscape Contractors Association. All plant material to be No. 1 Grade Nursery Stock. All unsatisfactory stock including field grown will be refused on site.
- The Landscape Architect reserves the right to reject any material, plantings and sod prior to or after installation which does not conform to approved specifications in accordance with approved details. The Contractor will be asked to remove any unapproved material which does not conform to specifications unless there is prior written agreement with the Landscape Architect.
- Trees and shrubs shall have an uncut, strong central leader, be sound, healthy, vigorous, well-branched, densely foliated, free of disease, insects and have well-developed root systems.
- Where applicable, sod to be Canada No. 1 Nursery Sod, meeting Ontario Sod Growers Association Standards. All Areas to receive 100mm minimum depth of topsoil under sod unless otherwise indicated. See Drawings and Specifications for areas to be mulched.
- The Contractor shall stake out all planting locations for approval by the Landscape Architect or Contract Administrator prior to planting. Where dimensions are not provided, the drawing may be scaled ONLY to determine approximate locations of plant material. Dimensions are in millimeters unless otherwise stated.
- All mass plantings shall be in continuous beds with mulch as specified in planting details.
- All planting will be under warrantee by the Contractor for a minimum of 1 year. The Contractor shall water at time of planting and whenever deemed necessary to maintain trees in a healthy condition. Apply aqueous fertilizer in a ratio of 10-6-4 in accordance with manufacturers instructions. Sod, where specified, to be maintained and guaranteed until established, minimum after two mowings.
- Unwrap or do not wrap tree trunks. Stake trees in accordance with required specifications.
- Provide sufficient rodent protection on all new planting so as to deter bark or shoot damage by rodents. Significant rodent damage, as determined by the Landscape Architect will require plant replacement.

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LEGEND

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APPROVAL

CITY OF TAMISKAMING SHORES

NAME _____

DATE _____

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LANDMARK ENVIRONMENTAL GROUP LTD.

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CLIENT:

JARLETTE HEALTH SERVICES

771 YONGE STREET, MIDLAND

PROJECT:

TEMISKAMING LODGE LTC,

DYMOND, ON

DRAWING:

PLANT LIST AND DETAILS

SCALE BAR:

PROJECT NO.:

LA 371-19

SCALE:

N.T.S.

MUNICIPAL FILE NO.:

DATE:

NOV. 5, 2019

DRAWN BY: CHECKED BY: DRAWING No.:

E.F. J.H. D-1

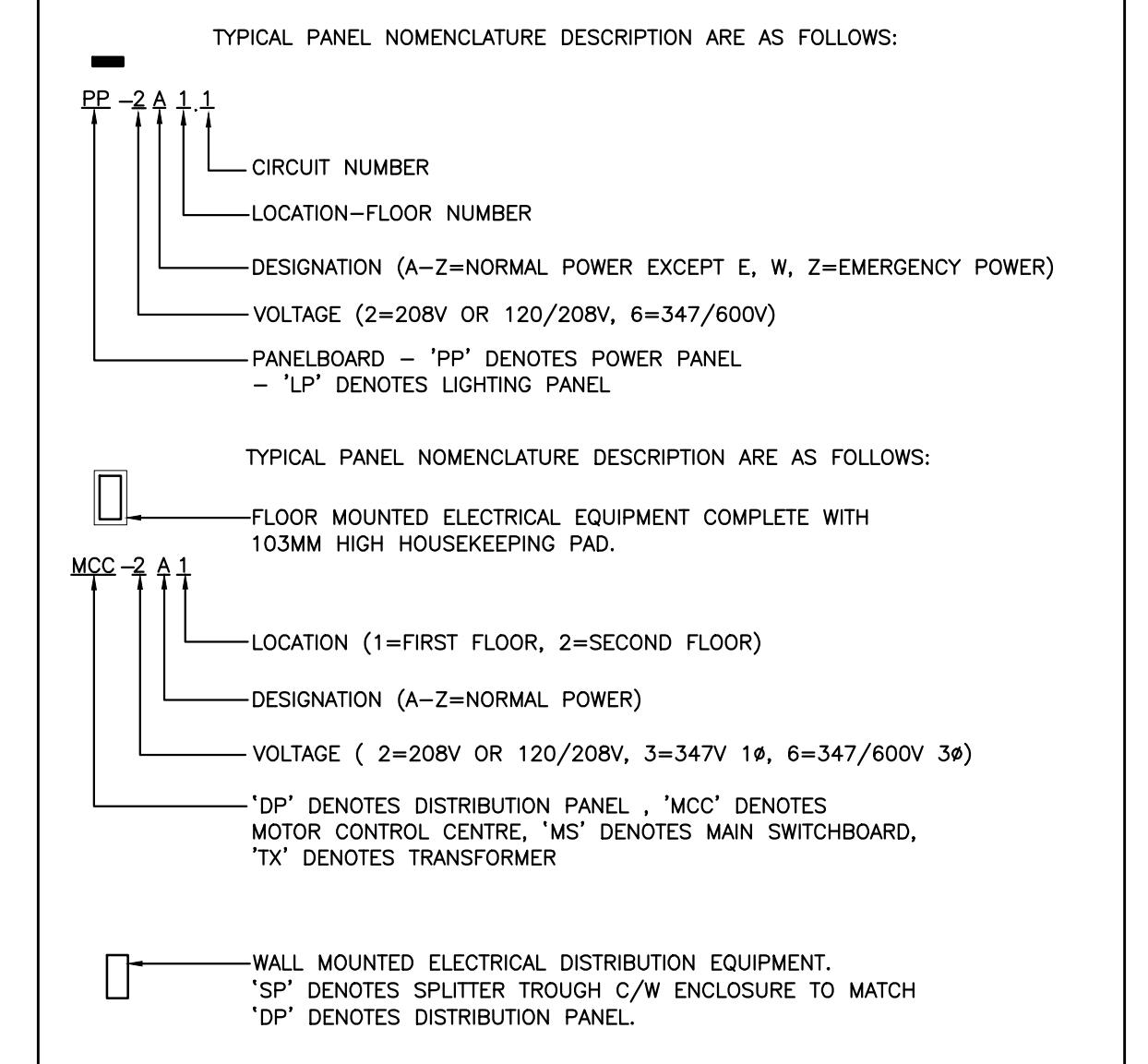
PLANT LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE/CONDITION
TREES				
A	1	<i>Abies balsamea</i>	Balsam Fir	2m ht/WB
B	8	<i>Acer rubrum</i>	Red Maple	60mm cal/WB
C	12	<i>Ginkgo biloba</i>	Maidenhair Tree	60mm cal/WB
D	5	<i>Gleditsia tricanthos var inermis 'Shademaster'</i>	Shademaster Honeylocust	60mm cal/WB
E	6	<i>Picea glauca</i>	White Spruce	2m ht/WB
F	5	<i>Picea pungens</i>	Colorado Blue Spruce	2m ht/WB
G	6	<i>Pinus strobus</i>	Eastern White Pine	2m ht/WB
H	19	<i>Syringa reticulata 'Ivory Silk'</i>	Japanese Tree Lilac	60mm cal/WB
J	7	<i>Tilia cordata</i>	Little-Leaf Linden	60mm cal/WB
J	1	<i>Quercus robur 'Fastigiata'</i>	Pyramidal English Oak	60mm cal/WB
SHRUBS				
m	35	<i>Berberis thunbergii 'Rose Glow'</i>	Rose Glow Japanese Barberry	2 gal pot/50cm ht
n	5	<i>Cornus alba 'Bailho'</i>	Ivory Halo Dogwood	2 gal pot/50cm ht
p	17	<i>Evonymus alatus 'Compactus'</i>	Dwarf Burning Bush	2 gal pot/50cm ht
q	3	<i>Forsythia x intermedia 'Gold Tide'</i>	Gold Tide Forsythia	2 gal pot/50cm ht
r	5	<i>Hydrangea paniculata 'LVOBO'</i>	Bobo Hydrangea	2 gal pot/50cm ht
s	12	<i>Hydrangea paniculata 'Limelight'</i>	Limelight Hydrangea	2 gal pot/50cm ht
v	73	<i>Juniperus sabina 'Monard'</i>	Moor-Dense Juniper	2 gal pot/20cm ht
w	11	<i>Juniperus scopulorum 'Skyrocket'</i>	Skyrocket Juniper	10 gal pot/1 .2m ht
x	2	<i>Picea pungens 'Globosa'</i>	Dwarf Globe Blue Spruce	5 gal pot/60cm ht
y	87	<i>Potentilla fruticosa 'Abbotswood'</i>	Abbotswood Potentilla	2 gal pot/50cm ht
z	31	<i>Spiraea japonica 'Little Princess'</i>	Little Princess Spirea	2 gal pot/50cm ht
a	49	<i>Taxus x media 'Densiformis'</i>	Dense Yew	2 gal pot/50cm ht
b	30	<i>Taxus x cuspidata 'Monloo'</i>	Emerald Spreader Japanese Yew	2 gal pot/50cm ht
c	4	<i>Hydrangea paniculata 'Limelight'</i>	Limelight Hydrangea Standard (Tree Form)	2 gal pot/50cm ht
PERENNIALS				
dd	42	<i>Calamagrostis x acutiflora 'Karl Foerster'</i>	Feather Reed Grass	1 gal pot/30cm ht
ee	210	<i>Hemerocallis x 'Stella D'Oro'</i>	Stella D'Oro Daylily	1 gal pot/30cm ht
gg	35	<i>Lavandula angustifolia 'Hidcote Blue'</i>	Hidcote Blue English Lavender	1 gal pot/30cm ht
hh	10	<i>Miscanthus sinensis 'Morning Light'</i>	Morning Light Maiden Grass	1 gal pot/30cm ht
jj	15	<i>Rudbeckia fulgida 'Goldstrum'</i>	Black-Eyed Susan	1 gal pot/30cm ht
kk	28	<i>Sedum spectabile 'Autumn Joy'</i>	Autumn Joy Stonecrop	1 gal pot/30cm ht

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	<p>LIGHTING</p> <p>FLUORESCENT LUMINAIRES. SIZE AS SHOWN ON PLANS.</p> <p>UNDER COUNTER STRIP LUMINAIRE C/W SWITCH</p> <p>GROUND MOUNTED HID LUMINAIRE</p> <p>POLE MOUNTED LUMINAIRE.</p> <p>INCANDESCENT OR H.I.D. LUMINAIRE - WALL MOUNTED</p> <p>INCANDESCENT OR H.I.D. LUMINAIRE - CEILING MOUNTED OR FLOOR MOUNTED</p> <p>BOLLARDS</p> <p>LUMINAIRES ON EMERGENCY POWER.</p> <p>HA</p> <p>REFER TO LUMINAIRE SCHEDULE IN SPECIFICATIONS.</p> <p>LED</p> <p>SWITCHING</p> <p>SINGLE POLE, SINGLE THROW TOGGLE SWITCH ('3' DENOTES 3-WAY, '4' DENOTES 4-WAY, 'PL' DENOTES PILOT LIGHT, 'LV' DENOTES LOW VOLTAGE, 'K' DENOTES KEY OPERATED).</p> <p>LUTRON 5 BUTTON KEYPAD</p> <p>PICO ON/OFF SWITCH</p> <p>PICO ON/OFF SWITCH WITH RAISE/LOWER</p> <p>LUTRON DVA 0-10V DIMMER C/W FACEPLATE DVSTY-WH</p> <p>LUTRON WALLBOX OCC SENSOR/0-10V DIMMER C/W SCREWLESS FACEPLATE.</p> <p>LUTRON WALLBOX/OCC SENSOR/PHASE DIMMER C/W SCREWLESS FACEPLATE. MSCL-OP153M-WH</p> <p>WIRED OCCUPANCY SENSOR</p> <p>LUTRON WIRELESS OCC SENSOR/SWITCH</p> <p>LUTRON POE PACK 5R RELAY MODULE</p> <p>PHOTOCCELL</p> <p>TIME SWITCH</p> <p>PUSHBUTTON</p> <p>POWER DEVICES</p> <p>CIRCUIT BREAKER</p> <p>FUSED DISCONNECT SWITCH</p> <p>UNFUSED DISCONNECT SWITCH</p> <p>FEEDER</p> <p>POWER TRANSFORMER</p> <p>DIGITAL METERING SYSTEM</p> <p>GROUND FAULT INTERRUPTER</p> <p>UTILITY METERING.</p> <p>PANELBOARD</p> <p>POTENTIAL TRANSFORMER</p> <p>HAND WELL</p> <p>GROUND</p> <p>20A-125V 1PH-3W GROUNDED DUPLEX RECEPTACLE, WALL MOUNTED.</p> <p>20A-125V 1PH-3W GROUNDED QUAD RECEPTACLE IN COMMON BOX, WALL MOUNTED.</p> <p>20A-150V-3W GROUNDED DUPLEX RECEPTACLE.MOUNTED ABOVE COUNTER FOR GENERAL POWER CONNECTION.</p> <p>20A-125V 1PH-3W ISOLATED GROUNDED DUPLEX RECEPTACLE, WALL MOUNTED.</p> <p>20A-125V 1PH-3W GROUNDED DUPLEX RECEPTACLE MOUNTED IN FLOOR MONUMENT FLOOR BOX.</p> <p>20A-125V 1PH-3W GROUNDED QUAD RECEPTACLE MOUNTED IN FLUSH FLOOR BOX.</p> <p>20A-125V 1PH-3W GROUNDED DUPLEX RECEPTACLE CEILING MOUNTED</p> <p>20A/20A-125V 1PH-3W GROUNDED DUPLEX RECEPTACLE MOUNTED IN FLUSH FLOOR BOX.</p> <p>20A-125V 1PH-3W GROUNDED DUPLEX RECEPTACLE</p>	<p>30A-125V 1PH-3W GROUNDED SINGLE RECEPTACLE</p> <p>50A-125V 1PH-3W GROUNDED SINGLE RECEPTACLE</p> <p>20A-250V 1PH-3W GROUNDED SINGLE RECEPTACLE</p> <p>20A-250V 1PH-3W GROUNDED SINGLE RECEPTACLE</p> <p>30A-250V 1PH-3W GROUNDED SINGLE RECEPTACLE</p> <p>50A-250V 1PH-3W GROUNDED SINGLE RECEPTACLE</p> <p>20A-125/250V 3PH-4W GROUNDED SINGLE RECEPTACLE</p> <p>20A-125/250V 3PH-4W GROUNDED SINGLE RECEPTACLE</p> <p>30A-125/250V 3PH-4W GROUNDED SINGLE RECEPTACLE</p> <p>50A-125/250V 3PH-4W GROUNDED SINGLE RECEPTACLE</p> <p>20A-120/208V 3PH-5W GROUNDED SINGLE RECEPTACLE</p> <p>20A-120/208V 3PH-5W GROUNDED SINGLE RECEPTACLE</p> <p>30A-120/208V 3PH-5W GROUNDED SINGLE RECEPTACLE</p> <p>50A-120/208V 3PH-5W GROUNDED SINGLE RECEPTACLE</p> <p>30A-600V 3PH-5W GROUNDED SINGLE RECEPTACLE, TWIST-LOCK.</p> <p>JUNCTION BOX</p> <p>CONTRACTOR.</p> <p>RELAY</p> <p>POWER DIRECT CONNECTION TO EQUIPMENT AS INDICATED.</p> <p>1PH CONNECTION TO EQUIPMENT AS INDICATED.</p> <p>3PH CONNECTION TO EQUIPMENT AS INDICATED.</p> <p>MOTOR STARTER.</p> <p>LIFE SAFETY SYSTEMS</p> <p>FIRE ALARM HORN - CEILING OR WALL MOUNTED</p> <p>FIRE ALARM BELL - CEILING OR WALL MOUNTED</p> <p>CEILING/WALL MOUNTED FIRE ALARM HORN/STROBE COMBINATION</p> <p>FIRE ALARM MANUAL PULL STATION.</p> <p>CEILING/WALL MOUNTED FIRE ALARM SPEAKER STROBE</p> <p>WALL MOUNTED FIRE ALARM SPEAKER</p> <p>FIREMAN'S HANDSET.</p> <p>THERMAL DETECTOR (RATE OF RISE) - CEILING OR WALL MOUNTED</p> <p>120V SMOKE ALARM - CEILING OR WALL MOUNTED</p> <p>SMOKE DETECTOR - CEILING OR WALL MOUNTED</p> <p>120V SMOKE/STROBE/CO</p> <p>DUCT MOUNTED SMOKE DETECTOR C/W REMOTE INDICATOR LIGHTS.</p> <p>FIRE ALARM CONNECTION TO PRESSURE SWITCH C/W ADDRESSABLE INTERFACE MODULE.</p> <p>FIRE ALARM CONNECTION TO FLOW SWITCH C/W ADDRESSABLE INTERFACE MODULE.</p> <p>FIRE ALARM CONNECTION TO ALARM CHECK VALVE C/W ADDRESSABLE INTERFACE MODULE.</p> <p>FIRE ALARM CONNECTION TO SUPERVISED VALVE C/W ADDRESSABLE INTERFACE MODULE.</p> <p>FIRE ALARM CONTROL PANEL</p> <p>FIRE ALARM ANNUNCIATOR PANEL C/W GRAPHIC</p> <p>ZONE INTERFACE MODULE</p> <p>ADDRESSABLE INTERFACE CONTROL MODULE</p> <p>ADDRESSABLE INTERFACE MONITORING MODULE</p> <p>END OF LINE RESISTOR</p> <p>ADDRESSABLE INPUT MODULE</p> <p>CRITICAL PROCESS MONITORING WITH CONTROL</p> <p>FIRE ALARM CONNECTION TO SMOKE DAMPER C/W ADDRESSABLE INTERFACE MODULE.</p> <p>FIRE ALARM CONNECTION TO DOOR HOLDER C/W ADDRESSABLE INTERFACE MODULE.</p> <p>ADDRESSABLE LOOP ISOLATOR MODULE</p> <p>WALL FLUSH MOUNTED (AT HIGH LEVEL IN PUBLIC CORRIDOR) SUPERVISED IN-SUITE ISOLATOR MODULE FOR SPEAKERS IN SUITES.</p> <p>WALL RESESSED MOUNTED (AT 1.5m) FIRE ALARM SIGNAL SILENCE UNIT FOR SILENCING SPEAKERS IN EACH SUITE.</p>	<p>EMERGENCY LIGHTING BATTERY UNIT C/W UNIT MOUNTED QUARTZ HEADS.</p> <p>EMERGENCY DOUBLE HEAD REMOTE</p> <p>EMERGENCY SINGLE HEAD REMOTE</p> <p>EXIT SIGN C/W TWO EMERGENCY BATTERY HEADS AND BATTERY UNIT</p> <p>CEILING OR WALL MOUNTED EXIT LIGHT, ARROW(S) INDICATE DIRECTION</p> <p>COMMUNICATION SYSTEMS</p> <p>TELEPHONE WALL OUTLET C/W 21mmC HOME RUN TO NEAREST TELECOM ROOM</p> <p>PAY PHONE WALL OUTLET C/W 21mmC HOME RUN TO NEAREST TELECOM ROOM</p> <p>DATA OUTLET - WALL, ROOF OR CEILING MOUNTED C/W 21mmC HOME RUN TO NEAREST CABLE TRAY. MAXIMUM 4 DROPS PER WALLBOX - IF MORE THAN CONTRACTOR TO PROVIDE MULTI-GANG BOX AND FACEPLATE TO ACCOMMODATE AS REQUIRED.</p> <p>COMBINATION DATA AND TELEPHONE OUTLET - WALL MOUNTED C/W 3/4" C HOME RUN TO NEAREST TELECOM ROOM</p> <p>CABLE TV OUTLET - CEILING OR WALL MOUNTED C/W 3/4" HOME RUN TO NEAREST TELECOM ROOM</p> <p>OUTLET FOR SOUND SYSTEM SPEAKER CEILING OR WALL MOUNTED C/W 3/4" C TO AREA AV RACK. BACK BOX SHALL BE SUPPLIED BY AV CONTRACTOR INSTALLED BY DIV. 16.</p> <p>WALL MOUNTED LOUDSPEAKER</p> <p>CEILING/WALL MOUNTED PA SYSTEM</p> <p>U/G DUCT BANK</p> <p>CEILING/WALL MOUNTED CABLE TRAY.</p> <p>CARD READER & MOTION SENSOR DOOR RELEASE</p> <p>INTERCOM STATION ('M' DENOTES MASTER, 'S' DENOTES SLAVE)</p> <p>SECURITY SYSTEM KEY PAD</p> <p>HOLD OPEN</p> <p>SECURITY MOTION DETECTOR</p> <p>CCTV SECURITY CAMERA,</p> <p>CODE BLUE</p> <p>DOOR HOLDER</p> <p>HANDICAPPED DOOR OPENER</p> <p>HANDICAPPED OPERATOR PUSHBUTTON</p> <p>SECURITY DOOR CONTACT LOCATION</p> <p>SECURITY ELECTRIC STRIKE LOCATION</p> <p>EMERGENCY CALL STATION</p> <p>SECURITY MAGNETIC LOCK LOCATION</p> <p>DOOR PHONE</p> <p>CARD READER</p> <p>WIRED CLOCK SYSTEM</p> <p>FLOOR BOX DESIGNATION (X REFERS TO ROOM - FLOOR BOX NUMBER WITHIN AREA)</p> <p>FIRE ALARM J/B COMPLETE WITH 1" CONDUIT TO ACCOMPANYING FLUSH FLOOR BOX FOR A/V CONNECTIONS.</p> <p>PUSH BUTTON</p> <p>NURSE CALL STATION</p> <p>NURSE CALL SYSTEM LIGHT</p> <p>MISCELLANEOUS LEGEND</p> <p>DENOTES REFER TO NOTE</p> <p>DENOTES REFER TO DETAIL AND DRAWING NUMBER.</p> <p>DENOTES WATERTIGHT (CSA ENCLOSURE 4)</p> <p>DENOTES WEATHER PROOF (NEMA TYPE 3R)</p> <p>DENOTES GROUND FAULT INTERRUPTER.</p> <p>DENOTES WIRE GUARD</p> <p>JUNCTION BOX</p> <p>ABOVE FINISHED FLOOR</p> <p>EXISTING TO REMAIN</p> <p>EXISTING IN NEW LOCATION</p> <p>REMOVE</p>		

PANEL AND CIRCUIT NUMBER DESIGNATION



LTC - 128 BEDS
2 storey
Main Floor Area = 4815 sm
Phase 1

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GENERAL NOTES		
1. THIS IS A MASTER LEGEND. NOT ALL SYMBOLS SHOWN MAY BE USED ON THIS PROJECT.	12. VERIFY EXACT LOCATION OF ALL FLOOR OUTLETS BEFORE INSTALLATION OF CONDUIT	21. WHERE WALL/ FLOOR OPENINGS AND SLEEVES LOCATIONS FOR ELECTRICAL USE DO NOT REQUIRE FIRE RATED SEALANT, PROVIDE PROPER RE-ENTRY TYPE SEALANT AS REQUIRED.
2. THESE DRAWINGS ARE DIAGRAMMATIC ONLY. BEFORE ANY ELECTRICAL EQUIPMENT IS ROUGHED IN, ITS EXACT LOCATION MUST BE DETERMINED FROM THE ARCHITECTURAL PLANS AND INTERIOR DESIGNER DRAWINGS DETAILS AND ELEVATIONS OR DETAILS ON THE ELECTRICAL DRAWINGS. WHERE THIS DETAILED INFORMATION IS NOT SHOWN ON THE DRAWINGS, VERIFY THE EXACT LOCATION ON SITE.	13. PREPARE COMPLETE INTERFERENCE DRAWINGS FOR DISCUSSION WITH RESPECTIVE CONSULTANTS DURING THE SHOP DRAWING PHASE OF APPROVALS.	22. ACCEPTABLE WIRING PRACTICES THAT WILL BE EXPECT TO MEET OR EXCEEDED: <ul style="list-style-type: none"> ALL DEVICES AND CONDUITS ARE WITHIN WALLS - NO SURFACE CONDUITS WILL BE ACCEPTABLE UNLESS OTHERWISE NOTED. AT NO TIMES WILL IT BE ACCEPTABLE TO WIRE FROM LUMINAIRE TO LUMINAIRE. ALL LUMINAIRES, LIGHTING CONTROLS, ETC TO BE WIRED FROM A CONDUIT (MINIMUM 21mmC) TO FEED A JUNCTION BOX WITH RADIAL CONNECTION TO EACH LUMINAIRE WITH A MAXIMUM OF 10' OF BX CABLE (CONTRACTOR TO COIL AN EXTRA 4' OF BX PER LUMINAIRE FOR MOVEMENT ON SITE). THIS INCLUDES EMERGENCY LIGHTING. MAIN RECEPTACLE FEEDER CONDUITS (MINIMUM 21mmC) TO BE SIZED WITH A MAXIMUM FILL RATE OF 50% AND SHOWN ON ALL SUBMITTED AS-BUILT DRAWINGS. ALL COMMUNICATIONS CONDUITS TO BE MINIMUM 21mmC PER DROP - MULTIPLE DROPS ARE TO BE INDIVIDUAL CONDUITS UNLESS OTHERWISE NOTED IN WRITING FROM THE COLLEGE. A MAXIMUM SIX DROPS PER JUNCTION BOX AT ANY ONE JUNCTION BOX LOCATION. IF SHOWN MORE, THEN THE ELECTRICAL CONTRACTOR WILL HAVE MULTIPLE JUNCTION BOXES GANGED TOGETHER. NO BX FOR ANY FIRE ALARM DEVICES MINIMUM 21mmC.
3. ALL MEASUREMENTS SHOWN ON THE DRAWINGS ARE IN INCHES UNLESS OTHERWISE INDICATED.	14. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF LUMINAIRES, SPEAKER, DETECTORS AND CEILING MOUNTED RECEPTACLES.	23. TRACER WIRE MUST BE PROVIDED AND PLACED IN ALL EXTERIOR UNDERGROUND CONDUITS AS SHOWN ON THE PLANS. TRACER WIRE MUST BE NO. 12 MINIMUM SOLID COPPER CONDUCTOR WITH TYPE TW, THW, RHW, OR USE INSULATION. A MINIMUM OF 3 FT OF SLACK MUST BE EXTENDED INTO EACH COMMUNICATION PULL BOX. SPLICE VAULT AND FIBER OPTIC VAULT FROM EACH DIRECTION. THE TRACER WIRE MUST FORM A MECHANICALLY AND ELECTRICALLY CONTINUOUS LINE THROUGHOUT THE LENGTH OF THE TRENCH. WHERE TRENCHED COMMUNICATION CONDUIT JOINS METAL CONDUIT THAT HAS BEEN JACKED OR DRILLED, THE TRACER WIRE MUST BE BONDED TO THE METAL CONDUIT WITH A BRASS GROUNDING CLAMP
4. DETAILS ARE INTENDED TO BE FOR GENERAL ARRANGEMENTS ONLY. THEY DO NOT SHOW ALL NECESSARY COMPONENTS, BUT ARE MERELY A GUIDE AS TO THE ORIENTATION OF EQUIPMENT WHICH IS REQUIRED.	15. COORDINATE EXACT LOCATION AND RATING OF ALL MOTORS AND STARTERS WITH MECHANICAL TRADE CONTRACTOR PRIOR INSTALLATION OF CONDUIT AND WIRING.	
5. PROVIDE ALL GROUNDING IN ACCORDANCE WITH THE RULES AND REGULATIONS OF AUTHORITIES HAVING JURISDICTION.	16. DIV.16 TO COORDINATE WITH DIV.15 ON SITE FOR THE EXACT LOCATIONS AND INSTALLATION DETAILS FOR ALL DUCT SMOKE DETECTORS PRIOR TO INSTALLATION.	
6. INDICATION ON SWITCH SAME AS FOR OUTLET(S) IT CONTROLS.	17. RECEPTACLES SHALL BE MOUNTED DIRECTLY BELOW PULLSTATION AT EXITS (WHERE SHOWN TOGETHER) AND DIRECTLY BELOW SWITCHES AT ROOM ENTRANCES.	
7. ARROWHEAD ON CONDUIT INDICATES HOMERUN TO PANEL.	18. ALL ELECTRICAL OPENINGS SHOWN ARE MINIMUM SIZE ONLY. ELECTRICAL CONTRACTOR TO DETERMINE, VERIFY AND SUBMIT SCALED ROUGH-IN DRAWINGS FOR ALL ELECTRICAL OPENINGS TO CONSULTANTS FOR REVIEW PRIOR TO CONSTRUCTION.	
8. ON ALL CONDUIT RUNS OF 33M OR MORE, INSTALL PULLBOXES WHERE REQUIRED TO SUIT SITE CONDITIONS.	19. ALL CONDUIT AND ELBOWS ARE TO BE COLOUR CODED, REFER TO DRAWING E-23 DETAIL 4.	
9. WHERE CONDUITS CROSS EXPANSION JOINTS OF BUILDING AS SHOWN ON ARCHITECTURAL DRAWINGS, PROVIDE APPROVED TYPE EXPANSION JOINTS COMPLETE WITH GROUNDING STRAPS AND CLAMPS.	20. AT ALL FLOOR/WALL OPENINGS AND SLEEVES FOR ELECTRICAL USE, DIV. 16 SHALL PROVIDE PROPER RE-ENTRY TYPE FIRE SEALANT/BARRIER MATERIAL AS DEFINED AND SPECIFIED.	
10. COORDINATE ALL SWITCH AND RECEPTACLE LOCATIONS WITH ARCHITECTURAL AND MECHANICAL DRAWINGS PRIOR TO INSTALLATION.		
11. INSTALL ALL LIGHTING LUMINAIRES CONDUIT, HEAT DETECTORS ETC., IN MECHANICAL ROOMS, BOILER ROOMS, FAN ROOMS AND MACHINE ROOM AFTER MECHANICAL EQUIPMENT, DUCTS, PIPES, ETC., ARE IN PLACE. LOCATE LUMINAIRE WITH CHAIN HANGERS TO BEST POSSIBLE ADVANTAGE.		

ELECTRICAL DRAWING LIST				
DWG No.	DESCRIPTION	DWG No.	DESCRIPTION	DWG No.
E-1.0	ELECTRICAL LEGEND, GENERAL NOTES & DRAWING LIST			
E-2.0	ELECTRICAL SITE PLAN			
E-2.1	SITE PLAN ANALYSIS			
E-2.2	SITE PLAN DETAILS			
E-2.3	SITE PLAN DETAILS			

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No.	Description	Date
1	Issued for SPA Review	Nov. 29, 2019
2	Issued for SPA	Dec. 5, 2019

TED HANDY and ASSOCIATES Inc. ARCHITECT
 78 Mary Street, Toronto, Ont L4N 1T1 Tel: 709 734 3580 Fax: 709 721 0285
Temiskaming Lodge LTC
 Drive In Theatre Road, ON
Electrical Legends
 Project number: 19-001
 Date: OCT 30, 2019
 Drawn by: A.N
 Checked by: F.C
E-1
 Scale: N.T.S.

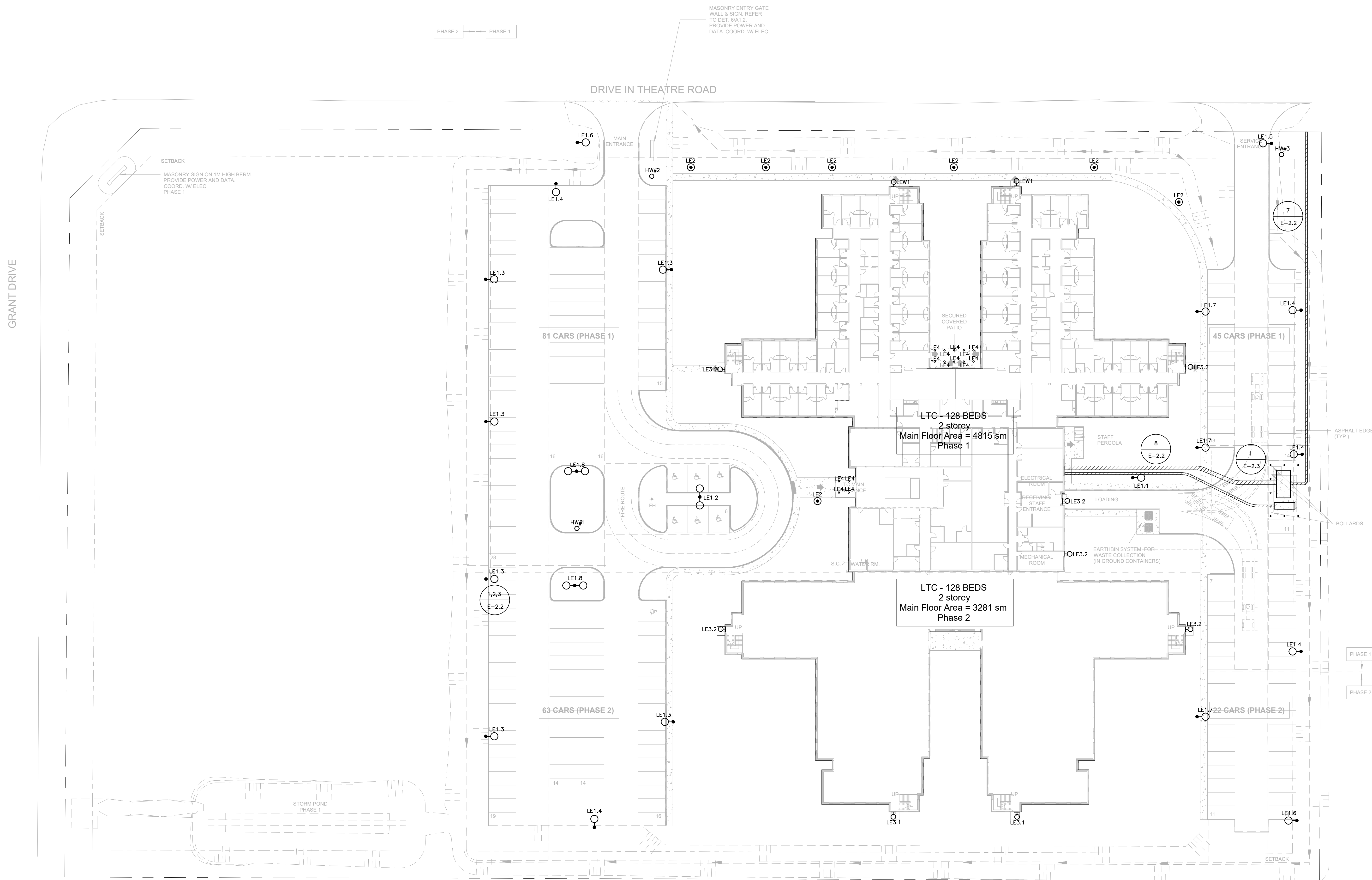
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**TED
HANDY and
ASSOCIATES**
 Inc. ARCHITECT
 76 Mary Street Barrie, Ont L4N 1T1 Tel: 705 734 3580 Fax: 705 721 0265

**Temiskaming
Lodge LTC**
 Drive In Theatre Road, ON

Site Plan

Project number 19-001
 Date OCT 30, 2019
 Drawn by A.N
 Checked by F.C

E-2.0
 Scale 1:400

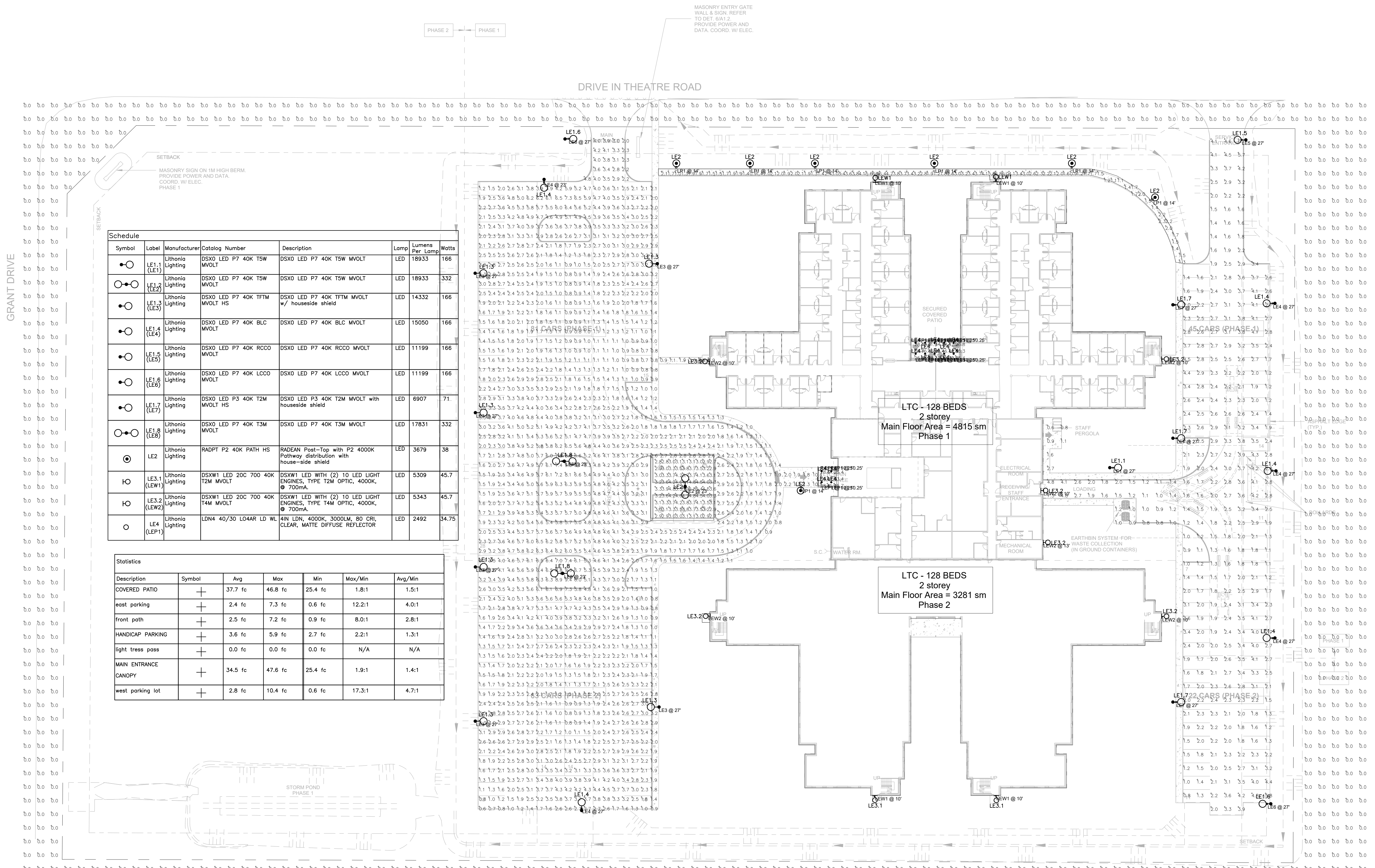
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Schedule

Symbol	Label	Manufacturer	Catalog Number	Description	Lamp	Lumens Per Lamp	Watts
●	LE1.1 (LE1)	Lithonia Lighting	DSXO LED P7 40K T5W MVOLT	DSXO LED P7 40K T5W MVOLT	LED	18933	166
●	LE1.2 (LE2)	Lithonia Lighting	DSXO LED P7 40K T5W MVOLT	DSXO LED P7 40K T5W MVOLT	LED	18933	332
●	LE1.3 (LE3)	Lithonia Lighting	DSXO LED P7 40K T5W MVOLT HS	DSXO LED P7 40K T5W MVOLT w/ housingside shield	LED	14332	166
●	LE1.4 (LE4)	Lithonia Lighting	DSXO LED P7 40K BLC MVOLT	DSXO LED P7 40K BLC MVOLT	LED	15050	166
●	LE1.5 (LE5)	Lithonia Lighting	DSXO LED P7 40K RCCO MVOLT	DSXO LED P7 40K RCCO MVOLT	LED	11199	166
●	LE1.6 (LE6)	Lithonia Lighting	DSXO LED P7 40K LCCO MVOLT	DSXO LED P7 40K LCCO MVOLT	LED	11199	166
●	LE1.7 (LE7)	Lithonia Lighting	DSXO LED P3 40K T2M MVOLT HS	DSXO LED P3 40K T2M MVOLT with housingside shield	LED	6907	71
●	LE1.8 (LE8)	Lithonia Lighting	DSXO LED P7 40K T3M MVOLT	DSXO LED P7 40K T3M MVOLT	LED	17831	332
○	LE2	Lithonia Lighting	RADPT P2 40K PATH HS	RADEAN Post-Top with P2 4000K Pathway distribution with house-side shield	LED	3679	38
○	LE3.1 (LEW1)	Lithonia Lighting	DSXW1 LED 20C 700 40K T2M MVOLT	DSXW1 LED WITH (2) 10 LED LIGHT ENGINES, TYPE T2M OPTIC, 4000K, @ 700mA.	LED	5309	45.7
○	LE3.2 (LEW2)	Lithonia Lighting	DSXW1 LED 20C 700 40K T4M MVOLT	DSXW1 LED WITH (2) 10 LED LIGHT ENGINES, TYPE T4M OPTIC, 4000K, @ 700mA.	LED	5343	45.7
○	LE4 (LEP1)	Lithonia Lighting	LDN4 40/30 L04AR LD WL	4IN LDN, 4000K, 3000LM, 80 CRI, CLEAR, MATTE DIFFUSE REFLECTOR	LED	2492	34.75

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
COVERED PATIO	+	37.7 fc	46.8 fc	25.4 fc	1.8:1	1.5:1
east parking	+	2.4 fc	7.3 fc	0.6 fc	12.2:1	4.0:1
front path	+	2.5 fc	7.2 fc	0.9 fc	8.0:1	2.8:1
HANDICAP PARKING	+	3.6 fc	5.9 fc	2.7 fc	2.2:1	1.3:1
light tress pass	+	0.0 fc	0.0 fc	0.0 fc	N/A	N/A
MAIN ENTRANCE CANOPY	+	34.5 fc	47.6 fc	25.4 fc	1.9:1	1.4:1
west parking lot	+	2.8 fc	10.4 fc	0.6 fc	17.3:1	4.7:1

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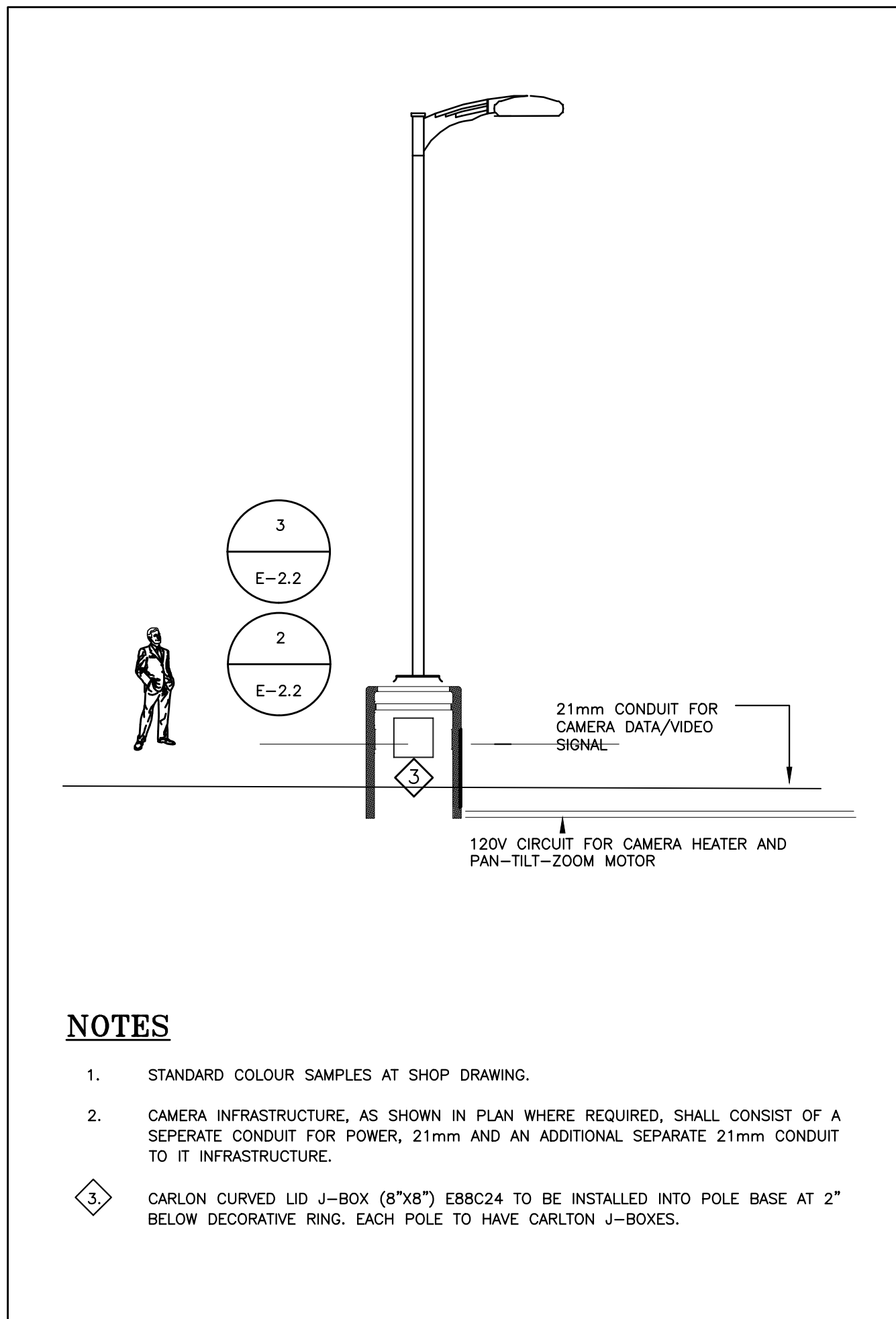
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Temiskaming Lodge LTC
 Drive In Theatre Road, ON

Site Plan Analysis

Project number	19-001
Date	OCT 30, 2019
Drawn by	A.N
Checked by	F.C

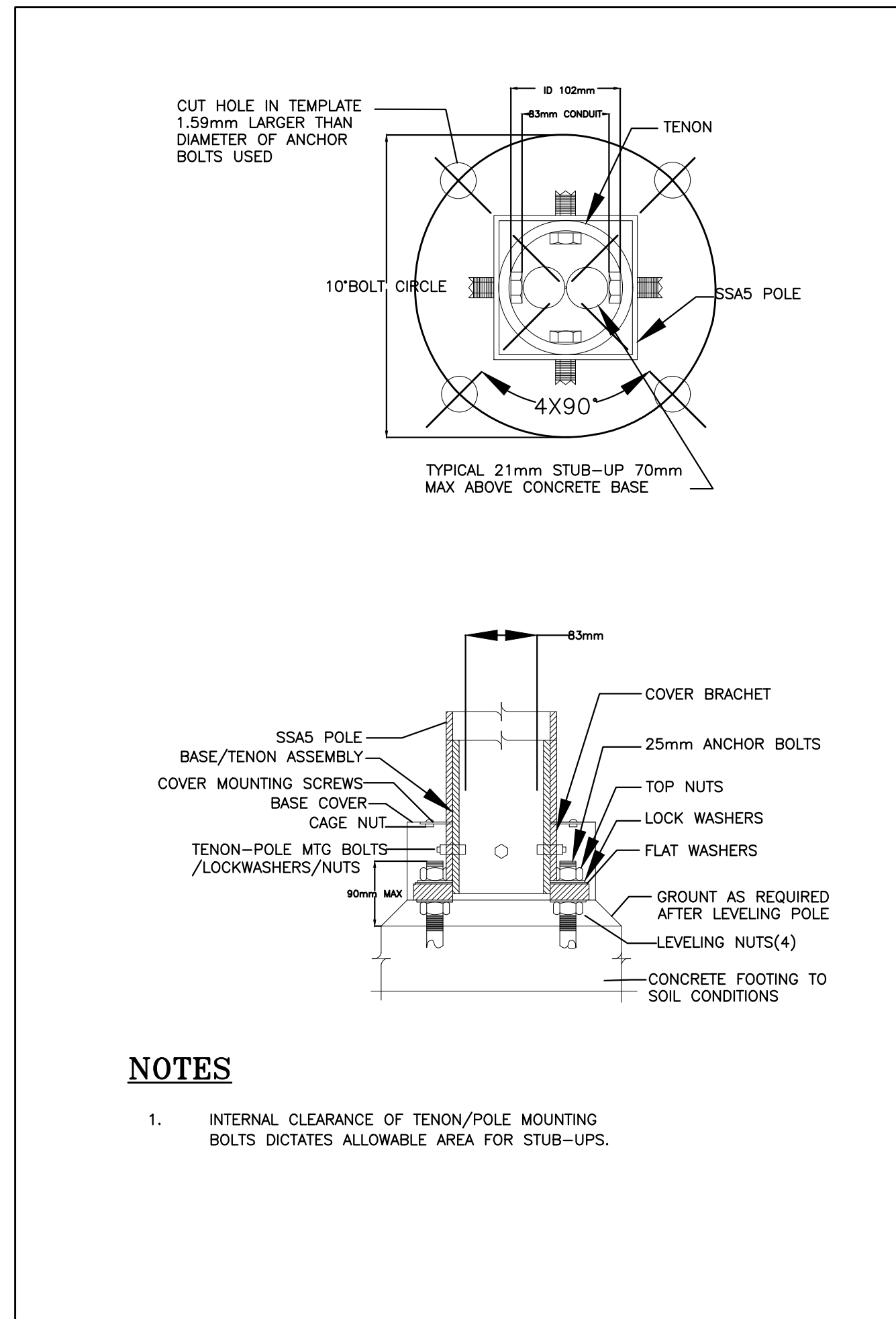


NOTES

- STANDARD COLOUR SAMPLES AT SHOP DRAWING.
- CAMERA INFRASTRUCTURE, AS SHOWN IN PLAN WHERE REQUIRED, SHALL CONSIST OF A SEPARATE CONDUIT FOR POWER, 21mm AND AN ADDITIONAL SEPARATE 21mm CONDUIT TO IT INFRASTRUCTURE.
- CARLON CURVED LID J-BOX (8"x8") EB8C24 TO BE INSTALLED INTO POLE BASE AT 2" BELOW DECORATIVE RING. EACH POLE TO HAVE CARLON J-BOXES.

1 TYPICAL POLE DETAIL

E-2.2 SCALE=N.T.S.

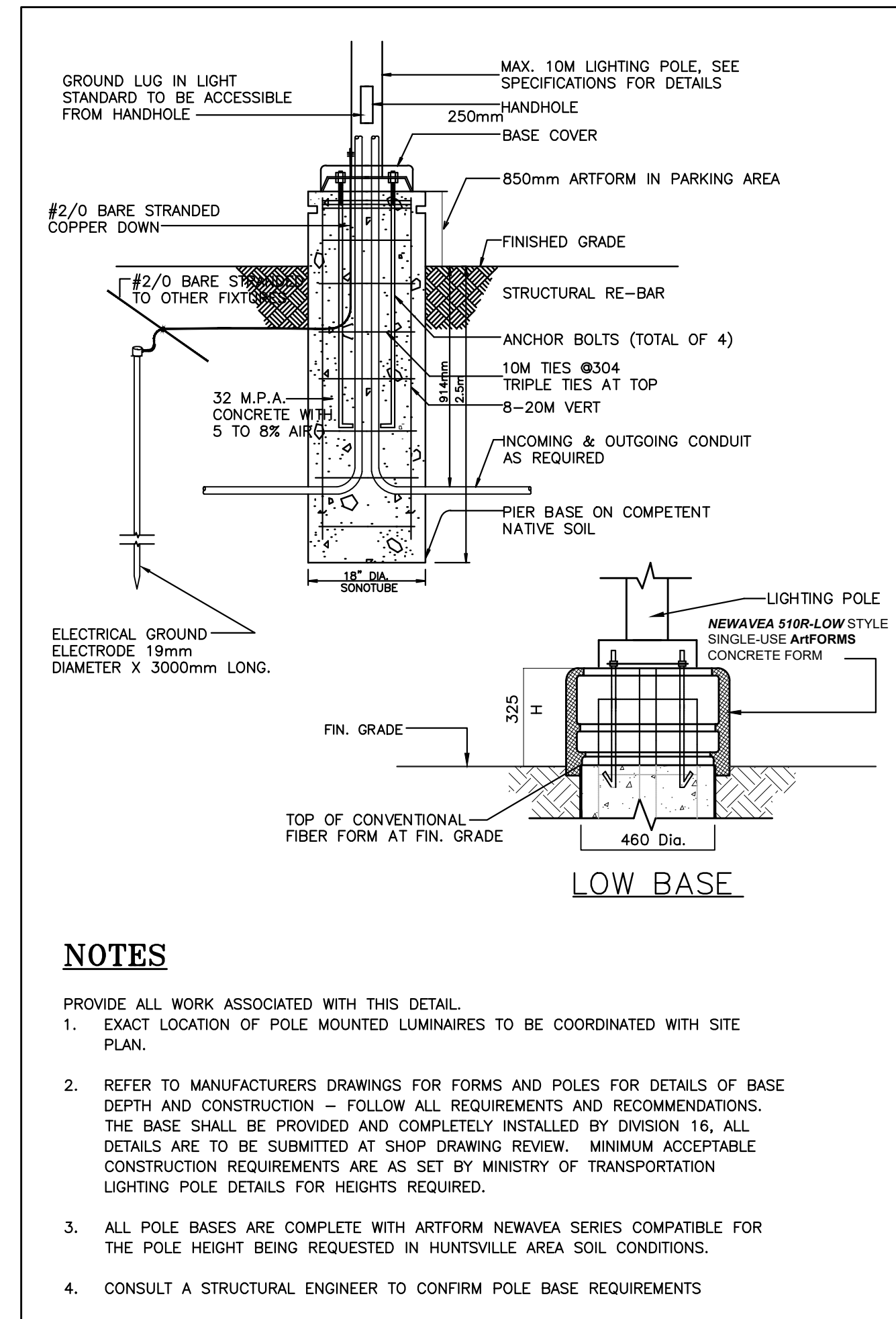


NOTES

- INTERNAL CLEARANCE OF TENON/POLE MOUNTING BOLTS DICTATES ALLOWABLE AREA FOR STUB-UPS.

2 TYPICAL ANCHOR BOLTS/BASE COVER DETAILS

E-2.2 SCALE=N.T.S.



NOTES

- PROVIDE ALL WORK ASSOCIATED WITH THIS DETAIL.
- EXACT LOCATION OF POLE MOUNTED LUMINAIRES TO BE COORDINATED WITH SITE PLAN.
 - REFER TO MANUFACTURERS DRAWINGS FOR FORMS AND POLES FOR DETAILS OF BASE DEPTH AND CONSTRUCTION - FOLLOW ALL REQUIREMENTS AND RECOMMENDATIONS. THE BASE SHALL BE PROVIDED AND COMPLETELY INSTALLED BY DIVISION 16, ALL DETAILS ARE TO BE SUBMITTED AT SHOP DRAWING REVIEW. MINIMUM ACCEPTABLE CONSTRUCTION REQUIREMENTS ARE AS SET BY MINISTRY OF TRANSPORTATION LIGHTING POLE DETAILS FOR HEIGHTS REQUIRED.
 - ALL POLE BASES ARE COMPLETE WITH ARTFORM NEWAVEA SERIES COMPATIBLE FOR THE POLE HEIGHT BEING REQUESTED IN HUNTSVILLE AREA SOIL CONDITIONS.
 - CONSULT A STRUCTURAL ENGINEER TO CONFIRM POLE BASE REQUIREMENTS

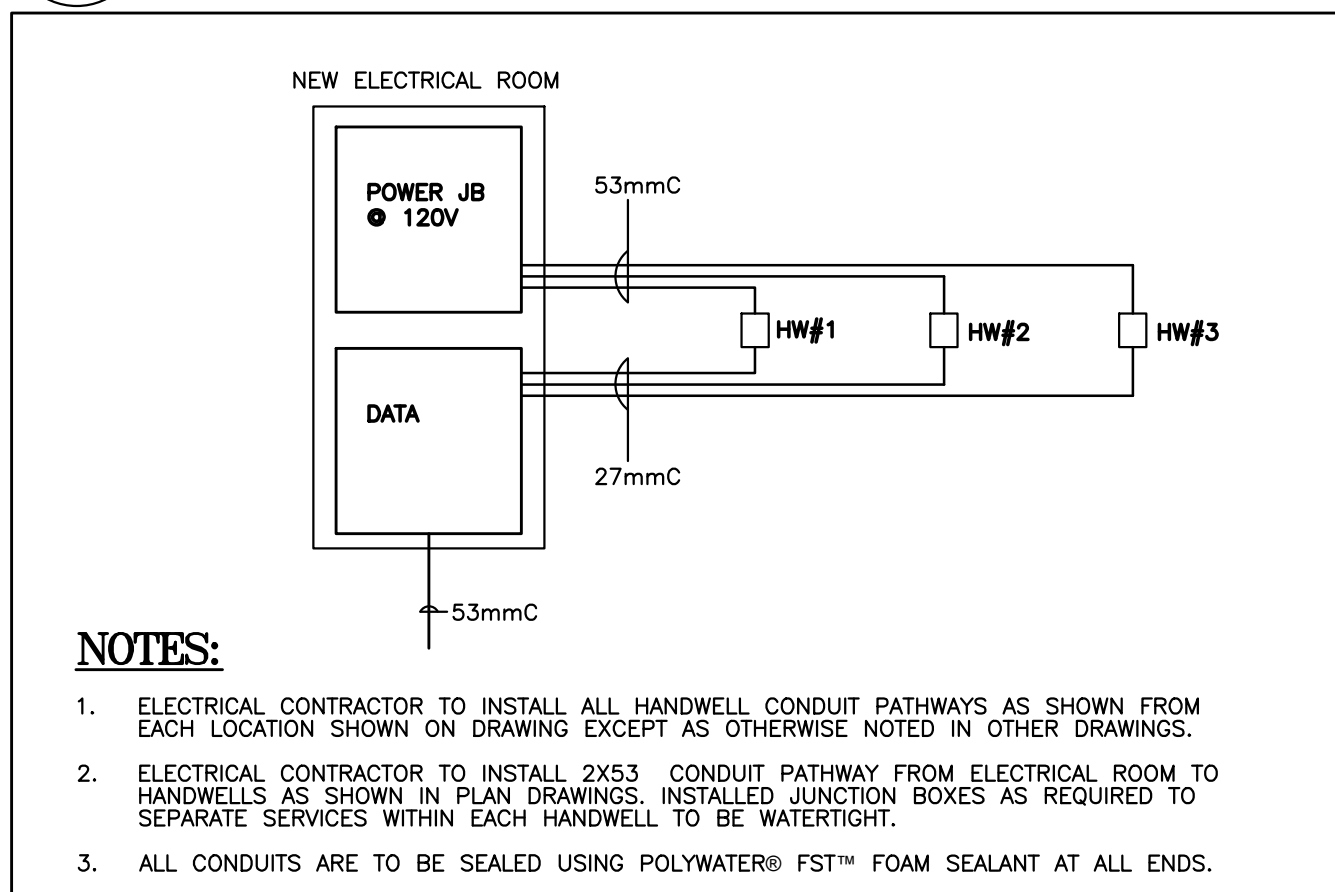
3 TYPICAL LIGHT POLE DETAIL

E-2.2 SCALE=N.T.S.



4 XXX

E-2.2 SCALE=N.T.S.

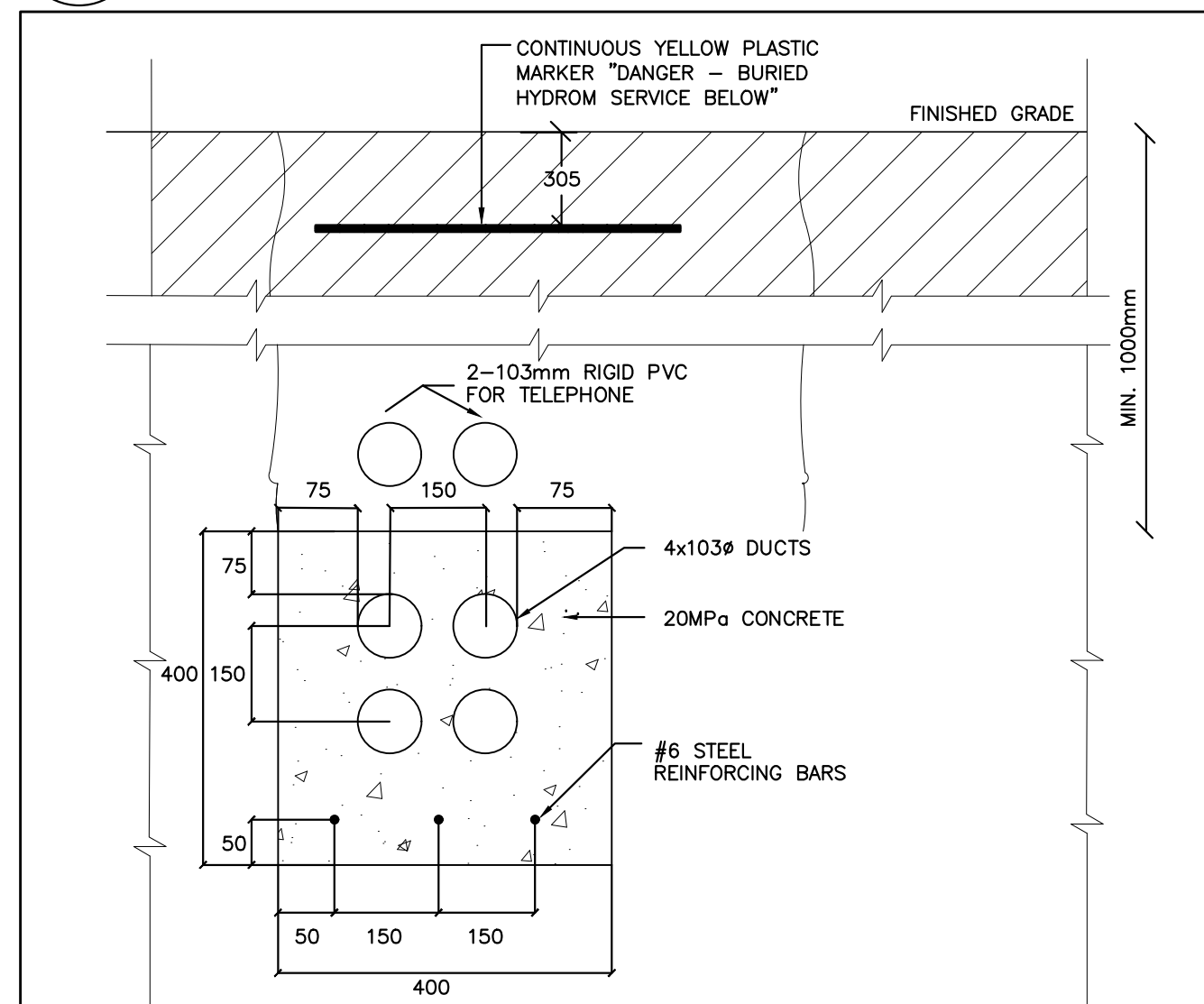


NOTES:

- ELECTRICAL CONTRACTOR TO INSTALL ALL HANDWELL CONDUIT PATHWAYS AS SHOWN FROM EACH LOCATION SHOWN ON DRAWING EXCEPT AS OTHERWISE NOTED IN OTHER DRAWINGS.
- ELECTRICAL CONTRACTOR TO INSTALL 2X1/2 CONDUIT PATHWAY FROM ELECTRICAL ROOM TO HANDWELLS AS SHOWN IN PLAN DRAWINGS. INSTALLED JUNCTION BOXES AS REQUIRED TO SEPARATE SERVICES WITHIN EACH HANDWELL TO BE WATERTIGHT.
- ALL CONDUITS ARE TO BE SEALED USING POLYWATER® FST™ FOAM SEALANT AT ALL ENDS.

5 TYPICAL HANDWELL PATHWAY RISER

E-2.2 SCALE=N.T.S.

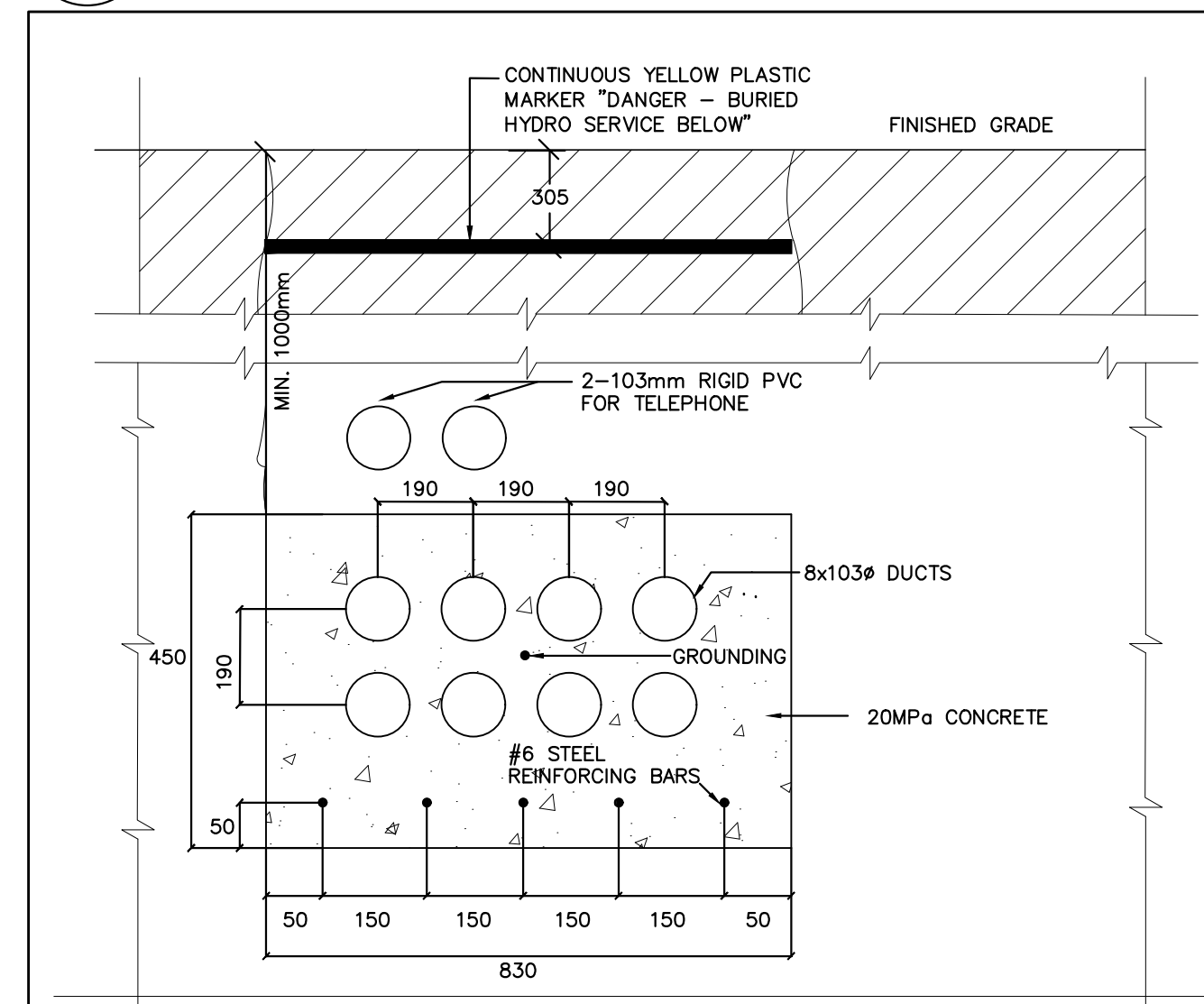


NOTES:

- THE DUCT BANK SHALL CONSIST OF PARALLEL 103mm TYPE II PVC TERMINATED WITH BELL FITTINGS AT EACH END UNLESS OTHERWISE SPECIFIED.
- THE DUCTBANKS ARE TO BE STEEL REINFORCED WITH 15mmØ RODS AND ENCASED IN 20MPa CONCRETE WITH A MINIMUM COVER OF 75mm ON ALL SIDES. CONCRETE SHALL BE WORKED BELOW AND BETWEEN DUCTS TO PROVIDE HOMOGENOUS MASS.
- DUCT SPACERS SHALL BE PLASTIC WITH 2 SPACERS PER 2M LENGTH OF DUCT. DUCTS ARE TO BE Banded WITH NON-METALLIC MATERIAL ONLY.
- DUCT LENGTHS SHALL BE JOINED TOGETHER WITH APPROVED COUPLINGS TO PROVIDE A SOUND WATERTIGHT JOINT. THE JOINTS IN ADJACENT DUCTS SHALL BE STAGGERED BY AT LEAST 200mm.
- THE TOP SURFACE OF THE DUCT SHALL BE AT LEAST 1M BELOW FINISHED GRADE AND SHALL HAVE AN EVEN SLOPE. PREFERABLE TOWARDS THE STREET OF NOT LESS THAN 75mm IN 30M TO PROVIDE DRAINAGE.
- THE CORPORATION IS TO BE PROVIDED AT LEAST 48 HOURS TO PERMIT INSPECTION OF THE DUCT STRUCTURE WHICH INCLUDES: TRENCH EXCAVATION, DUCT INSTALLATION, CONCRETE ENCASMENT, DUCT TERMINATION AT ITS END POINTS.
- WHEN COMPLETE, DUCTS SHALL BE CLEAN, WATERPROOF AND FREE FROM OBSTRUCTIONS AND THE ENDS ARE TO BE PLUGGED WITH STANDARD PLASTIC DUCT PLUGS TO PREVENT THE INGRESS OF MOISTURE AND DIRT. THE DUCTS SHALL BE TESTED FOR CLEARANCE WITH 90mmØ MANDREL IN THE PRESENCE OF A CORPORATION REPRESENTATIVE. A 15mmØ POLYPROPYLENE PULLING ROPE SHALL BE INSTALLED IN EACH DUCT.

7 PRIMARY DUCTBANK DETAIL

E-2.2 SCALE=N.T.S.

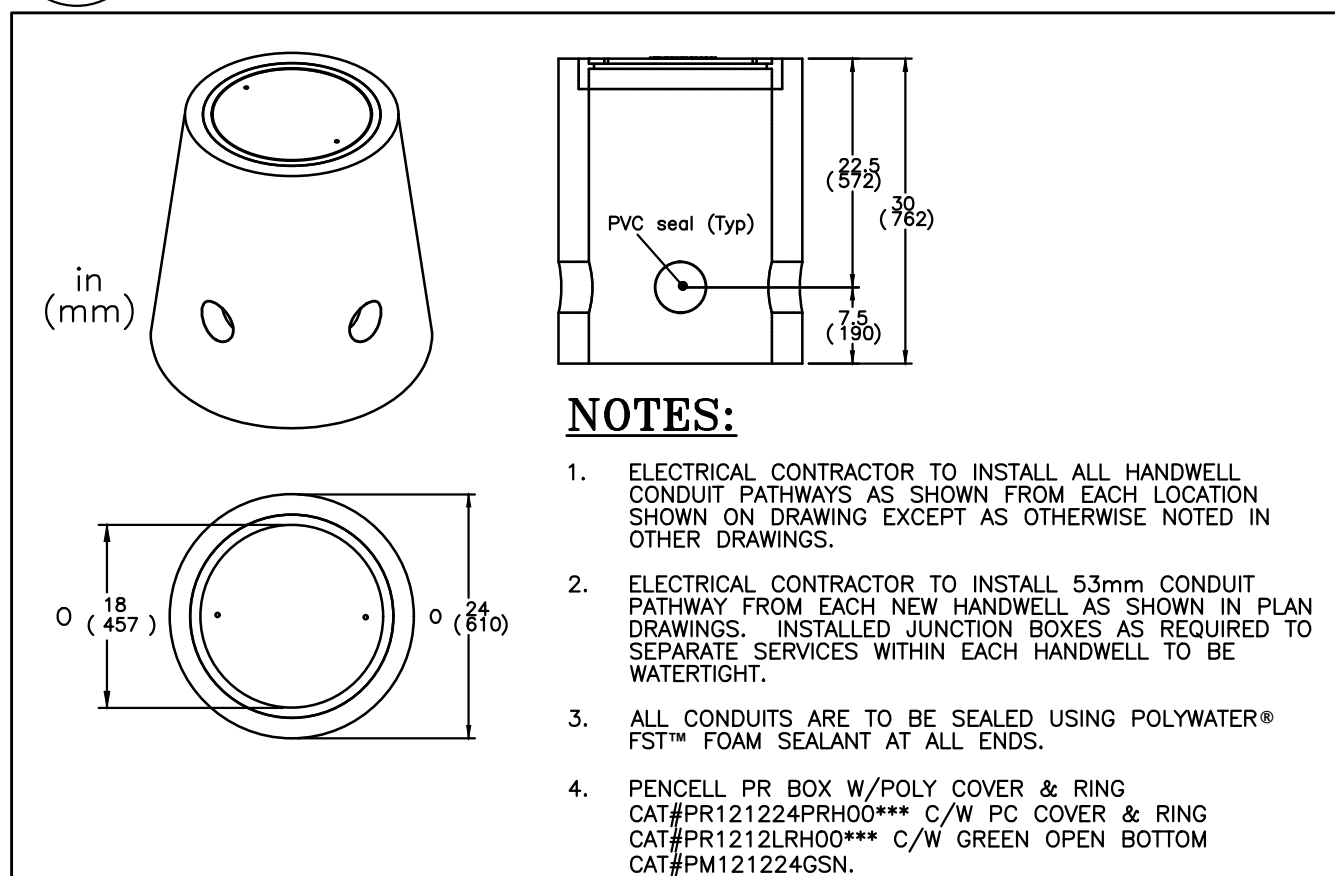


NOTES:

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8 SECONDARY DUCTBANK DETAIL

E-2.2 SCALE=N.T.S.



6 TYPICAL HANDWELL DETAIL

E-2.2 SCALE=N.T.S.

GENERAL NOTES

ALL DRAWINGS ARE THE PROPERTY OF THE ARCHITECT. REPRODUCTION OF DRAWINGS WITHOUT WRITTEN PERMISSION OF THE ARCHITECT IS PROHIBITED.

THE GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS BEFORE PROCEEDING WITH THE WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.

ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE ONTARIO BUILDING CODE.

IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE ALL STRUCTURAL, MECHANICAL AND ELECTRICAL WORK.

CONSULTING ENGINEERS LIGHTING - ELECTRICAL
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No.	Description	Date
1	Issued for SPA Review	Nov. 29, 2019
2	Issued for SPA	Dec. 5, 2019

LICENSED PROFESSIONAL ENGINEER
 Dec. 5, 2019
 F. SANTIA
 ARCHITECT
 PROVINCE OF ONTARIO

TED HANDY and ASSOCIATES Inc. ARCHITECTS
 78 Mary Street Barrie, Ont L4N 1T1 Tel. 705 734 3580 Fax 705 721 0285

Temiskaming Lodge LTC
 Drive In Theatre Road, ON

Site Plan Details

Project number	19-001
Date	OCT 30, 2019
Drawn by	A.N
Checked by	F.C

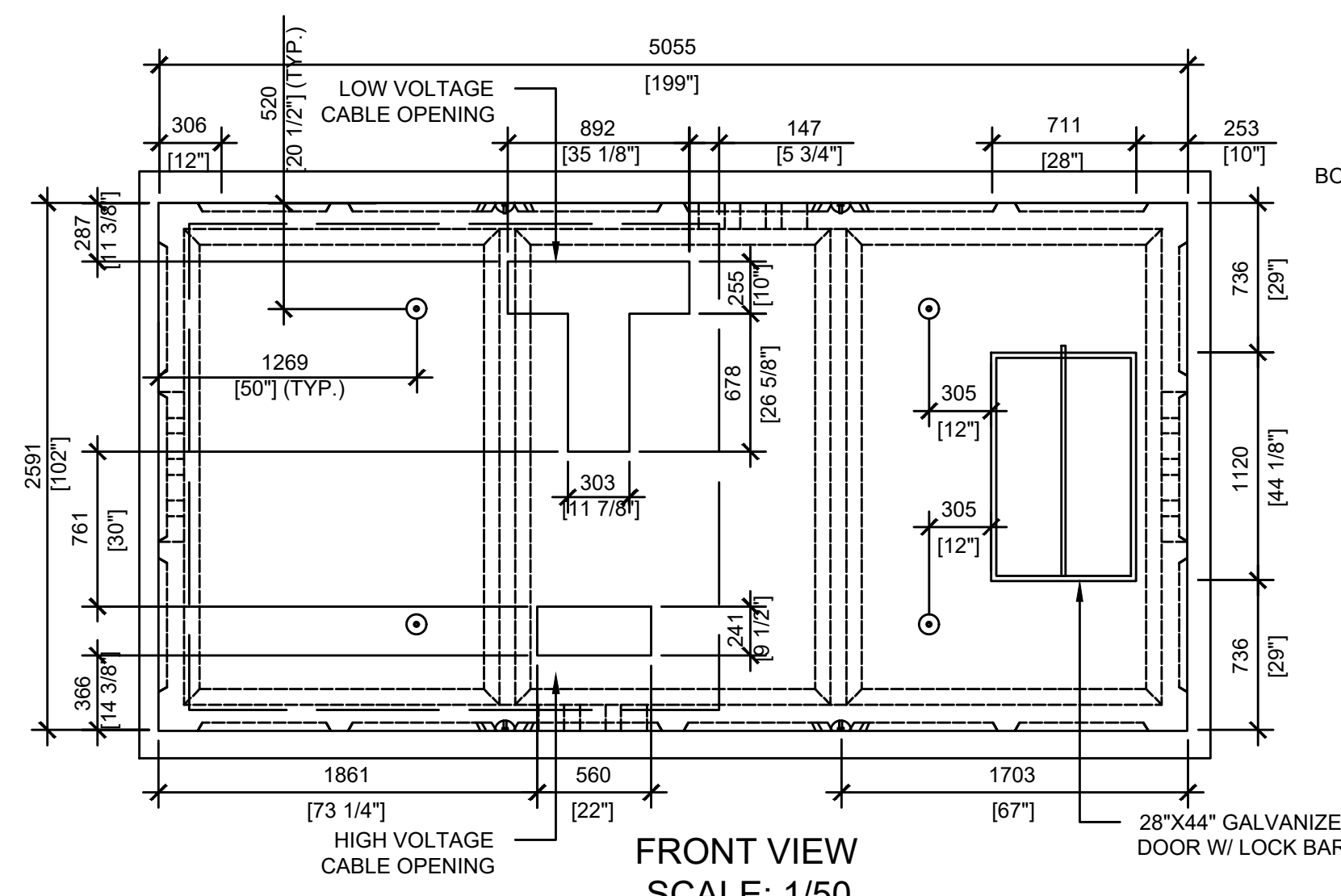
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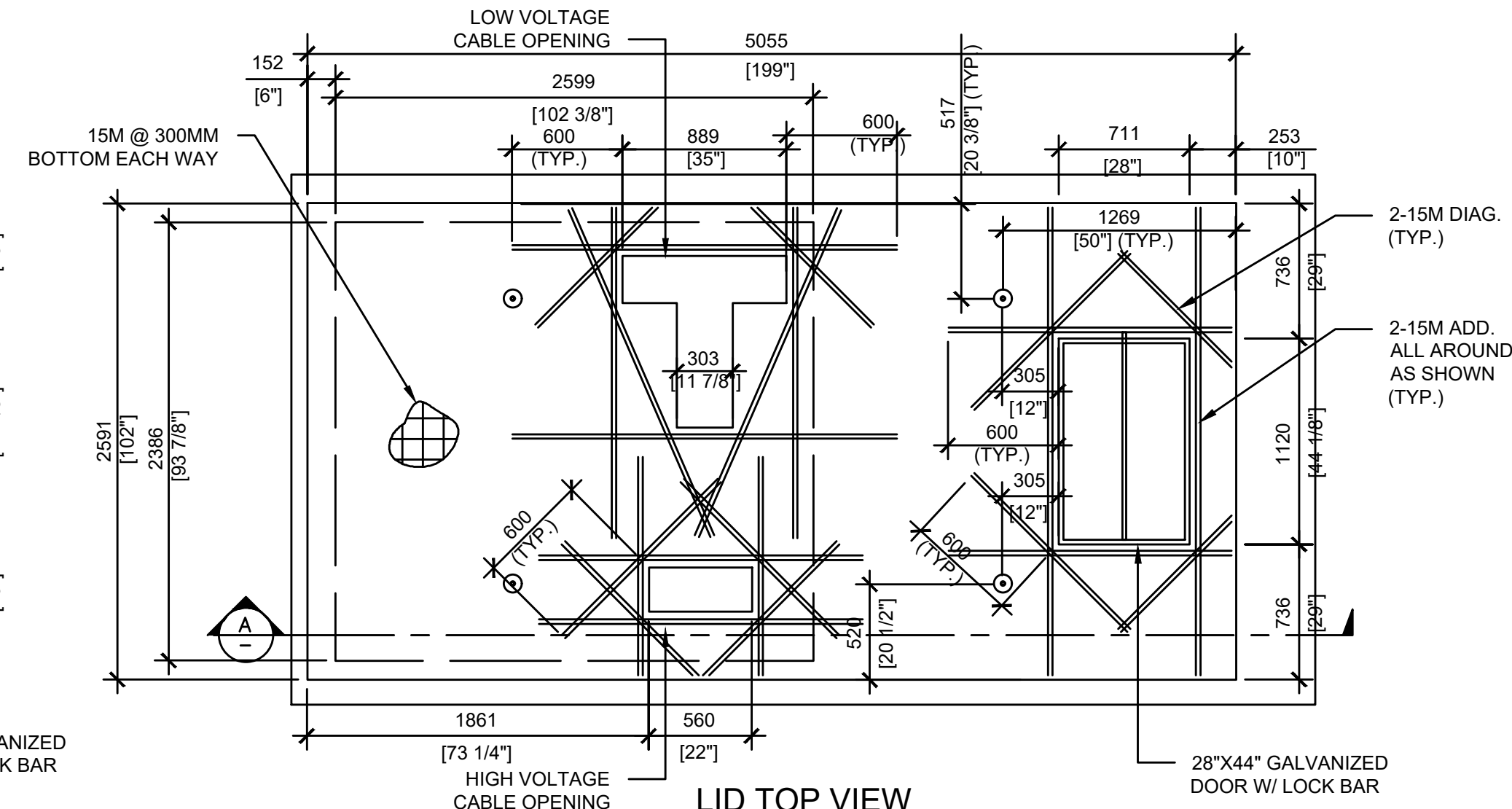
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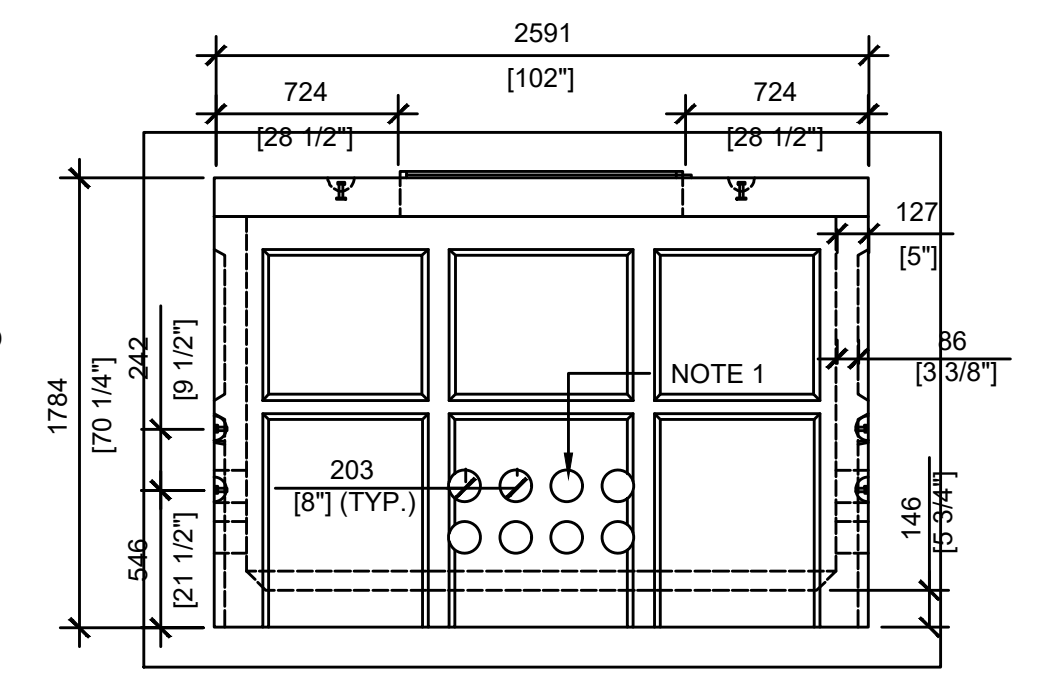
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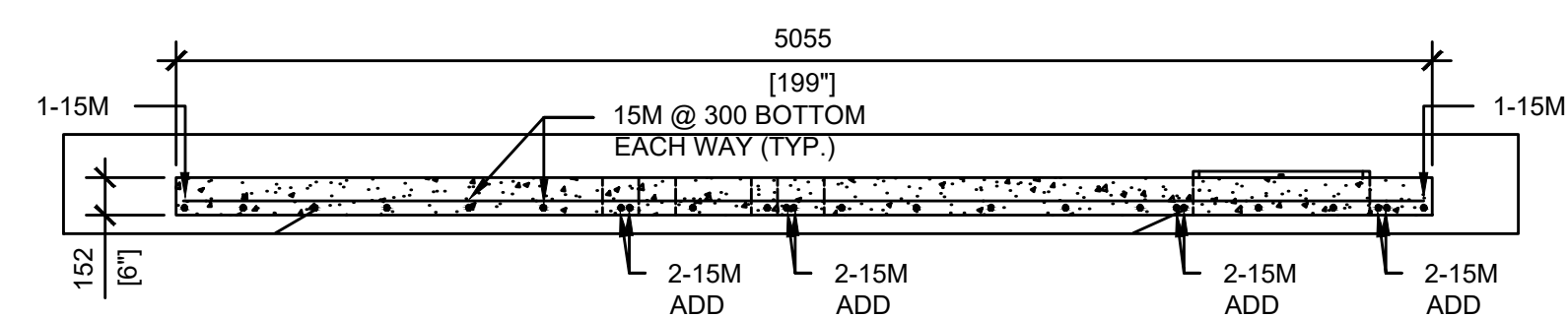
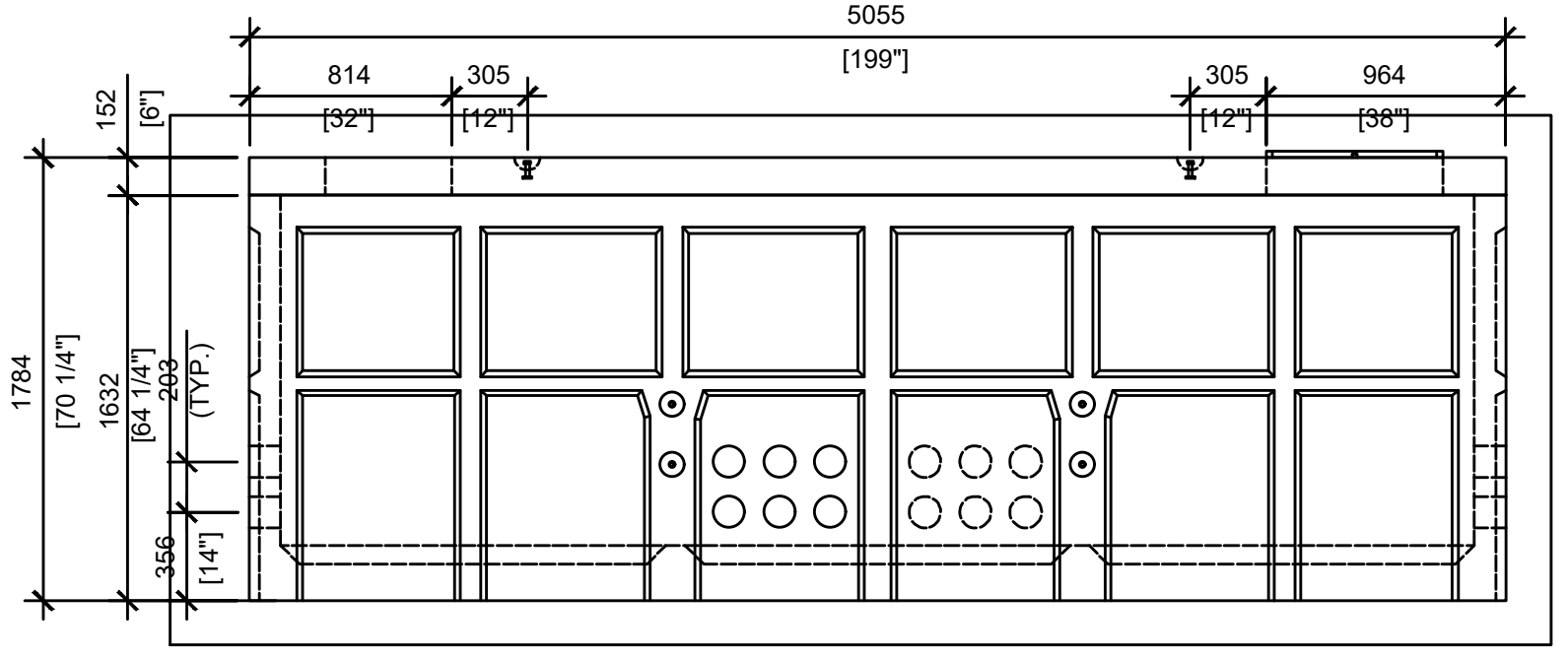
FRONT VIEW
SCALE: 1/50



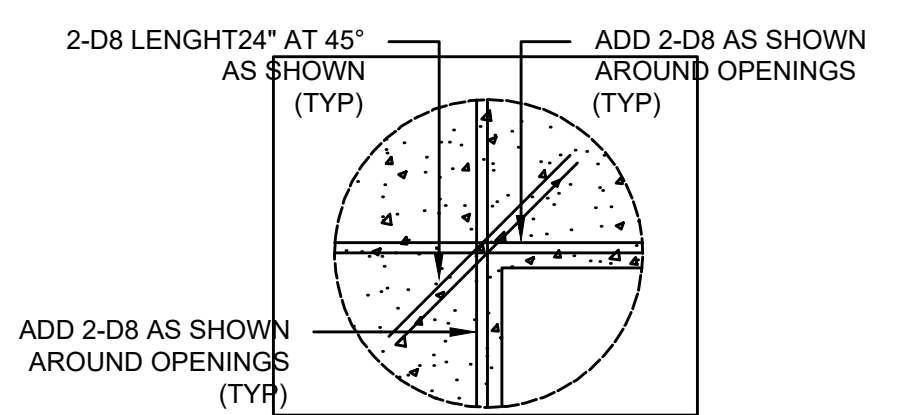
LID TOP VIEW
SCALE: 1/50



RIGHT VIEW
SCALE: 1/50



SECTION A
SCALE: 1/50



DETAIL 1

GENERAL NOTES:

1. CABLE ENTRY OPENINGS - 4-3/4" PVC SEALS
2. DELIVERY IS MADE BY CRANE-EQUIPPED TRUCKS
3. EXCAVATION MUST BE READY, SAFE AND ACCESSIBLE FOR UNLOADING FROM THE REAR OF THE TRUCK.
4. MIN OVERHEAD CLEARANCE OF 18FT IS REQUIRED
5. ALL UNITS MUST BE HANDLED WITH PROPER LIFTING EQUIPMENT (I.E. SPREADER BAR)
6. INTERFACE BETWEEN HALVES SEALED WITH BUTYL TAPE

MAXIMUM LOAD CAPACITY ON TOP OF SLAB:

LINE LOAD = 7kN/m

1 MINI SUB VAULT DETAIL
SCALE=N.T.S.

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**TED
HANDY and
ASSOCIATES**
Inc. ARCHITECT

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Barrie, Ont L4N 1T1
Tel. 705 734 3580
Fax 705 721 0265

**Temiskaming
Lodge LTC**
Drive In Theatre Road, ON

Site Plan Details

Project number	19-001
Date	OCT 30, 2019
Drawn by	A.N
Checked by	F.C

E-2.3
Scale N.T.S.



Site Servicing and Stormwater Management Report Jarlette Health Services Temiskaming Shores, Ontario

Type of Document:
Site Servicing Report

Client:
Jarlette Health Services
711 Yonge St.,
Midland, ON L4R 2E1

Project Number:
NWL-01801050

Prepared By: Terry Pascoe & Amy Kwaka

Reviewed By: Alexander O'Beirn, P.Eng.

EXP Services Inc.
310 Whitewood Ave. W.
New Liskeard, ON P0J 1P0

Date Submitted:
February 6th, 2020

Site Servicing and Stormwater Management Report Jarlette Health Services, Temiskaming Shores

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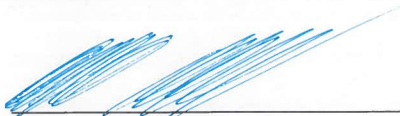
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Terry Pascoe, B. Eng.
Designer



Amy Kwaka, P.Eng.
Designer



Alexander O'Beirn, P.Eng.
Project Manager

Date Submitted:
February 6th, 2020

Legal Notification

This report was prepared by EXP Services Inc. for the account of **Jarlette Health Services**.

Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. EXP Services Inc. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this project.

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- Appendix B – Water Servicing
- Appendix C – Sanitary Servicing
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1 Introduction

Jarlette Health Services retained EXP Services Inc. (EXP) to undertake a site servicing and stormwater management study in support of a zoning by-law amendment and site plan application for a proposed two (2) storey building comprised of a 128 long-term care facility for Phase 1 and 128 long-term care facility for Phase 2. The 4.6-hectare development being proposed by Jarlette Health Services is located at the intersection of Drive in Theater Road and Grant Drive in the City of Temiskaming Shores. This report will discuss the adequacy of the existing municipal stormwater ditches, sanitary sewer, and watermains to convey the storm runoff, sewage flows, and water demands that will result from the proposed development. The property is situated in the former Township of Dymond in the City of Temiskaming Shores, Ontario as shown on Figure 1 in Appendix A.

An existing 200 mm sanitary sewer, and 250 mm watermain are present on Grant Drive along the west frontage of the property.

This report will identify any sanitary, storm or potable water servicing concerns for submission, for City of Temiskaming Shores site plan approval.

2 Referenced Guidelines

Various documents were referred to in preparing the current report including:

- Design Guidelines for Sewage Works, Ontario Ministry of the Environment and Climate Change, 2008 (GSW)
- Ontario Ministry of Transportation (MTO) Drainage Manual, 1995-1997
- Stormwater Management Planning and Design Manual, Ontario Ministry of the Environment and Climate Change, March 2003 (SMPDM)
- Design Guidelines for Drinking-Water Systems, Ontario Ministry of the Environment and Climate Change, 2008 (GDWS)
- Fire Underwriters Survey, Water Supply for Public Fire Protection (FUS), 1999
- Ontario Building Code 2012, Ministry of Municipal Affairs and Housing.

3 Watermain Servicing

3.1 Water Demands

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

Population:

- Long Term Care Facility:
 - Capacity:
 - 128 – Beds (Phase 1)
 - 128 – Beds (Phase 2)

Water Demand:

- Average Daily Water Consumption = 1,350 L/bed/day (from GDWS, Table 3-2)
- Maximum Day Factor = 2.75 x Avg. Day (from GDWS, Table 3-1)
- Maximum Hour Factor = 4.13 x Avg. Day (from GDWS, Table 3-1)

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

- Average Day = $1350 \times (128+128) / 86,400 \text{ sec/day} = 4.00 \text{ L/sec}$
- Maximum Day = $2.75 \times 4.00 = 11.0 \text{ L/sec}$
- Peak Hour = $4.13 \times 4.00 = 16.5 \text{ L/sec}$

Detailed calculations of the domestic water demands are provided in Table B1 of Appendix B.

3.2 Water Service Requirements

The water pressure anticipated on the top floor of the building was estimated using data from the City of Temiskaming Shores’ Hydraulic Water model. The pressure drop between the existing 250 mm watermain on Grant Drive and the proposed building was estimated based on the Hazen Williams Formula using the peak hour HGL, and a range of service pipe diameters.

The estimated pressure drop between the main connection (63.0 psi) to the top floor of the building, based on the peak demand of 16.1 L/s, is as follows:

- 100 mm Service Diameter 29.3 psi drop (33.7 psi at top floor)
- 150 mm Service Diameter 12.7 psi drop (50.3 psi at top floor)
- 200 mm Service Diameter 10.7 psi drop (52.3 psi at top floor)

Based on this current information a 200 mm service connection has adequate capacity to service the proposed building for domestic water consumption, and to service the fire hydrant on site.

Refer to Table B2 in Appendix B for detailed calculations.



4 Sanitary Sewer Design

4.1 Sanitary Sewer Flows

The sanitary sewer system is designed based on a population flow, and an area-based infiltration allowance. The flows were calculated using Ontario Ministry of the Environment, Conservation and Parks design guidelines as follows:

Population:

- Long Term Care Facility:
 - Capacity:
 - 128 – Beds (Phase 1)
 - 128 – Beds (Phase 2)
 - Daily Average Sewage Flow = 1,350 L/bed/day (from GSW, Table 5-3)
 - Average Daily Sewage Flow = 350 L/person/day
 - Equivalent Population = 987 persons

Sanitary Flow

Average Domestic Flow	= 1,350 L/bed/day
Domestic Flow = 987 x 350 L/person/day x (1/86,400 sec/day)	= 4.0 L/sec
Peak Factor = $1 + 14 / (4 + (987/1000)^{0.5})$	= 3.80 (4.0 Max)
Q Peak Domestic = 4.0 L/sec x 3.80	= 15.20 L/sec

Infiltration:

Q Infiltration = 0.28 L/ha/sec x 3.12 ha	= 0.87 L/sec
--	--------------

Total Peak Sewage Flow:

Total Sanitary Flow = 15.20 + 0.87	= 16.07 L/sec
------------------------------------	----------------------

A 200mm dia. sanitary sewer lateral is proposed with a minimum slope of 0.4% having a Manning's full flow capacity of 20.7 L/sec. Therefore, the 200mm diameter lateral has adequate capacity to convey the estimated peak sewage flow to the municipal sewer. It is recommended that a backflow preventer be installed on the sanitary lateral within the proposed building.

4.2 Sanitary Sewer Capacity

The sanitary sewer downstream of the proposed development has been reviewed using information from the former Township of Dymond's as-built drawings issued in 1995 after the construction of the trunk sanitary sewer on Grant Drive. This information was used to identify potential areas of concern (i.e. flatter than typical runs, points of concentration, etc.). The capacity of these areas of the sanitary sewer were calculated along with the existing sanitary sewer flows. Please refer to Table C1 and C2 in Appendix C for summarized calculations. The calculations were performed allowing for the proposed future development identified within this report and does not include other potential future municipal developments.

During our preliminary sanitary sewer capacity analysis, we analyzed the sewer downstream of the development at:

- Grant Drive on the east corner near the recently developed DTSSAB building northerly to the next maintenance hole (MH3 to MH4);
- the intersection of Grant Drive and Wilson Avenue northerly to the next maintenance hole (MH12 to MH14);
- and Highway 65 East near the Temiskaming Square's entrance (MH21 to MH22).

We determined that the analyzed runs are currently operating at the following estimated levels:

- MH3 to MH4: 0% (0 L/s of theoretical 18.6 L/s capacity)
- MH12 to MH14: 6% (1.5 L/s of theoretical 24.7 L/s capacity, 23.2 L/s excess capacity)
- MH21 to MH22: 13% (6.4 L/s of theoretical 49.5 L/s capacity, 43.1 L/s excess capacity)

We estimated that the analyzed runs will be operating at the following levels upon full build out of the Jarlette Health Services development:

- MH3 to MH4: 86% (16.0 L/s of theoretical 18.6 L/s capacity, 2.6 L/s excess capacity)
- MH12 to MH14: 70% (17.4 L/s of theoretical 24.7 L/s capacity, 7.3 L/s excess capacity)
- MH21 to MH22: 44% (21.9 L/s of theoretical 49.5 L/s capacity, 27.6 L/s excess capacity)

5 Stormwater Management

5.1 Design Criteria

The stormwater management system was designed based on the guidelines followed from the latest development in the municipality (Canadian Tire Expansion). These guidelines are that the post-development 100-year flow be controlled down to the pre-development 100-year flow level.

The allowable release rate for the site is limited to the pre-development flows for all storms, up to the 100-year storm. Flows in excess of the pre-development flows will be detained onsite.

Major System Design Criteria

- The major system has been designed to accommodate onsite detention with sufficient capacity to attenuate the 100-year design storm, and analysis has been performed to confirm that storms with a return frequency of 2-years and 5-years will be controlled below pre-development runoff levels. Excess runoff above the 100-year event will flow overland offsite.
- Onsite storage is provided for up to the 100-year design storm. Calculation of the required onsite storage volumes have been supported by calculations provided in Appendix D.
- No existing concerns have been identified by landowners in the area surrounding the proposed development. EXP has not identified any drainage concerns based on current conditions.

5.2 Runoff Coefficients

Runoff coefficients used for post-development conditions were based on actual areas measured in AutoCAD. Runoff coefficients for impervious surfaces (roofs, asphalt, and concrete) were taken as 0.90, whereas pervious surfaces (grass/landscaping) were taken as 0.20.

The average runoff coefficient for the overall site area under post-development conditions was calculated as 0.58, whereas the pre-development average runoff coefficient was 0.20.

5.3 Calculation of Allowable Release Rate

To control runoff from the site it will be necessary to limit post-development flows to the allowable capture based on pre-development flows, with detention of runoff for up to the 100-year event.

The following parameters will be used to determine the allowable release rates from the proposed site to the existing ditch on Grant Drive.

$$Q_{ALL} = 2.78 C I A$$

Where:

- Q_{ALL} = Peak Discharge (L/sec)
- C = Runoff Coefficient ($C=0.20$)
- I = Average Rainfall Intensity for return period (mm/hr)
- T_c = Time of concentration (mins)
- A = Drainage Area (hectares)

The allowable discharge rate, based on the 100-year storm, was estimated at 104.3 L/sec. To control runoff from the site it will be necessary to limit post-development flows for all storm return periods up to the 100-year event using flow control and detention of runoff, as noted in the following sections.

5.4 Pre-Development Conditions

Pre-development peak flows were estimated for comparison. The pre-development runoff coefficient for the site was determined to be 0.20.

Using a time of concentration (T_c) of 37.93 minutes and an average runoff coefficient of 0.20, the pre-development release rates from the site were estimated at 46.3, 62.1 and 104.3 L/sec for the 2-year, 5-year and 100-year storms respectively.

5.5 Calculation of Post-Development Runoff

As a result of the changes onsite the overall post development runoff coefficient will increase over existing conditions. The increase in runoff will be the result of changes due to site development (i.e. additional hard surfaces, roof areas and hard landscaping).

The post-development average runoff coefficient for the site was calculated as 0.58, based on an average runoff coefficient of 0.20 for grassed areas and 0.90 for hard surfaces.

Based on the storm drainage areas the 2-year, 5-year and 100-year post-development peak flows are calculated based on the Rational Method and are summarized in the Table 5-5 below with detailed calculations provided in Table D5 of Appendix D.

Table 5-5: Summary of Pre & Post-Development Flows

Area No	Area (ha)	Time of Conc. T_c (min)	Storm = 2-year			Storm = 5-year			Storm = 100-year		
			C_{AVG}	Q_{IN} (L/sec)	Q_{OUT} (L/sec)	C_{AVG}	Q_{IN} (L/sec)	Q_{OUT} (L/sec)	C_{AVG}	Q_{IN} (L/sec)	Q_{OUT} (L/sec)
Pre	3.116	38	0.20	N/A	46.3	0.20	N/A	62.1	0.20	N/A	104.3
Post	3.116	14	0.58	272.2	40.2	0.58	364.7	42.9	0.58	766.3	102.4

Flows in **bold** under Q_{OUT} denotes flows that are controlled.

In summary, the 2-year, 5-year and 100-year post-development flows into the stormwater management pond are 272.2 L/sec, 364.7 L/sec and 766.3 L/sec respectively. Flow control devices will be used to restrict these runoff rates from the site to 46.3 L/sec, 62.1 L/sec and 104.3 L/sec for the 2-year, 5-year and 100-

year storms respectively. Further details regarding the onsite detention and storage methods are provided in the preceding section.

5.6 Storage Requirements

Stormwater storage requirements and associated controlled release rates within the site are summarized below in Table 5-7. Detailed calculations using the Modified Rational Method of the onsite storage requirements are provided in Appendix D.

Table 5-7: Summary of Storage Requirements and Release Rates

Area No	Location	Max Release Rate (L/sec)	Storage Requirement (m ³)	Pond Storage Provided (m ³)	Total Storage Provided (m ³)
Post	Pond	104.3	623.5	709	709

5.7 Quality Control

The quality of the effluent from the proposed stormwater management system will be controlled via the installation of an oil and grit separator, upstream of the stormwater management pond. The oil and grit separator shall be designed to include a sump for the collection and storage of grit and other sediment as well as provision for the retention of buoyant pollutants such as hydrocarbons. The proposed system includes the installation of a *Stormceptor Model EF-6* manufactured by *Imbrium Systems*. This Stormceptor has been sized based on the size, flows and expected pollutants on this proposed development.

5.8 System Maintenance

The maintenance of the system shall be the responsibility of the Owner following successful completion of the project. This maintenance includes, but is not limited to, the routine monitoring of the Stormceptor structure for retained oil and grit and emptying/maintaining the structure in accordance with the manufacturer's directions.

The maintenance of the pond capacity and geometry is critical to the performance of the system as designed. The pond must be routinely monitored for any significant buildup of sediment or debris that would affect the capacity of the pond. This sediment or debris will need to be removed manually on a regular basis as a part of the routine maintenance of the system.

Included in the design of the stormwater management pond is an orifice plate located at the outlet headwall. This orifice plate includes relatively small (~150 mm) outlet openings which will require adequate monitoring to ensure any blockages or obstructions are identified and remediated prior to significant storm events.

6 Erosion and Sediment Control

During all construction activities, erosion and sedimentation shall be controlled by the following techniques:

- Extent of exposed soils shall be limited at any given time,
- Exposed areas shall be re-vegetated as soon as possible,
- Filter cloth shall be installed between frame and cover of all new catch basins and catch basin manholes,

- Light duty silt fencing will be used to control runoff around the construction area.
- Straw bale flow checks shall be installed at swale and/or ditch outlets from the site.
- Visual inspection shall be completed daily on sediment control barriers and any damage repaired immediately. Care will be taken to prevent damage during construction operations,
- In some cases, barriers may be removed temporarily to accommodate the construction operations. The affected barriers will be reinstated at night when construction is completed,
- Sediment control devices will be cleaned of accumulated silt as required. The deposits will be disposed of as per the requirements of the contract,
- During the course of construction, if the engineer believes that additional prevention methods are required to control erosion and sedimentation, the contractor will install additional silt fences or other methods as required to the satisfaction of the engineer, and
- Construction and maintenance requirements for erosion and sediment controls are to comply with Ontario Provincial Standard Specification (OPSS) OPSS 805, and City of Temiskaming Shores requirements as applicable.

7 Conclusions

This report addresses stormwater runoff from the proposed development located at the corner of Drive-In Theater Road and Grant Drive in the City of Temiskaming Shores. The proposed 4.6-hectare development being proposed by Jarlette Health Services is comprised of a two (2) storey building. This project includes the development of a 128 long-term care facility for Phase 1 and 128 long-term care facility for Phase 2.

The following summarizes the servicing requirements for the site:

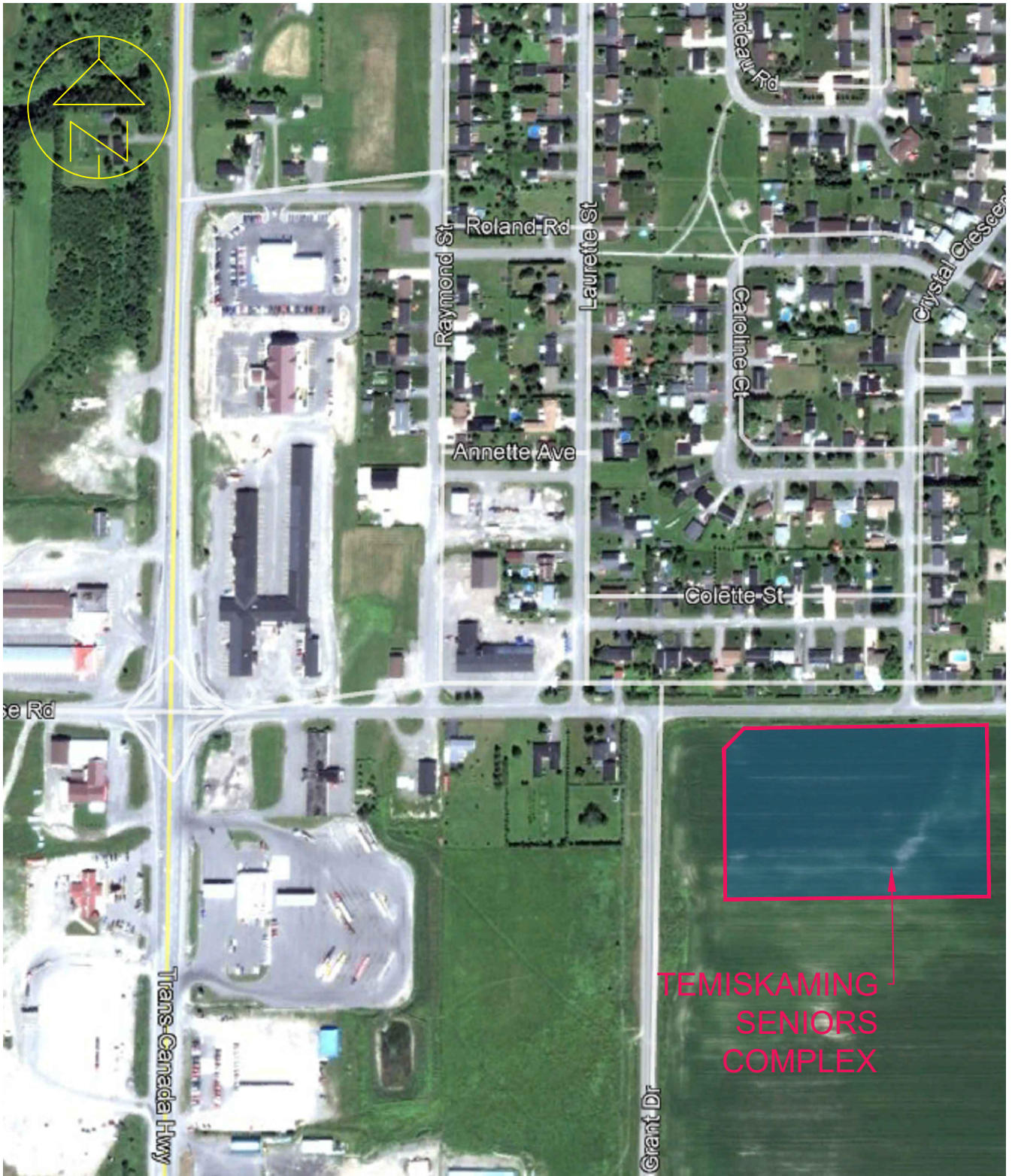
- The allowable capture rate from the proposed site was calculated based on a runoff coefficient of 0.20 and a time of concentration of 37.93 minutes for a 100-year storm event. The allowable release rate was calculated to be 104.3 L/sec. Runoff in excess of this will be detained onsite for up to the 100-year storm.
- The estimated storage required to control peak stormwater flows to the allowable release rate was 623.5 m³ based on the Modified Rational Method.
- The post-development stormwater runoff will be controlled to pre-development levels for all storms analysed as part of this project. This should effectively control any risk posed to surrounding properties as a result of the development.
- The proposed development has an estimated peak sewage flow of 16.07 L/sec based on MECP Guidelines. A new 200 mm sewer lateral will be installed with a minimum slope of 0.4% having a full flow capacity of 20.7 L/sec. The sanitary sewer lateral will be connected into the existing 200mm diameter sewer on Grant Drive.
- The existing sanitary sewer running along Grant Drive and Highway 65 to the Gray Road lift station has adequate capacity to service the development. The proposed development will require an estimated 86% of the total capacity of the sanitary sewer immediately downstream of the development, 70% at Grant Drive and Wilson Avenue, and 44% on Hwy 65 east. While there is sufficient capacity to service the proposed development, it may limit the Municipality's ability to further develop the north end of Grant Drive without more detailed analysis and potential upgrades to the sanitary sewer.
- The existing municipal watermain along Grant Drive has adequate capacity to service the proposed development for domestic demands. It is proposed to install one 200mm service to the building, and a 150 mm watermain to service the fire hydrant on site. The calculated pressure at the top floor of the building is 52.3 psi.
- During all construction activities, erosion and sedimentation will be controlled on site.

Appendix A – Figures

Figure 1: Site Location Plan

Figure 2: Pre-Development Catchment Areas

Figure 3: Post-Development Catchment Areas



DRAWING TITLE

SITE LOCATION PLAN

PROJECT TITLE

TEMISKAMING SENIORS COMPLEX

SCALE N/A

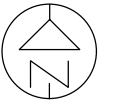
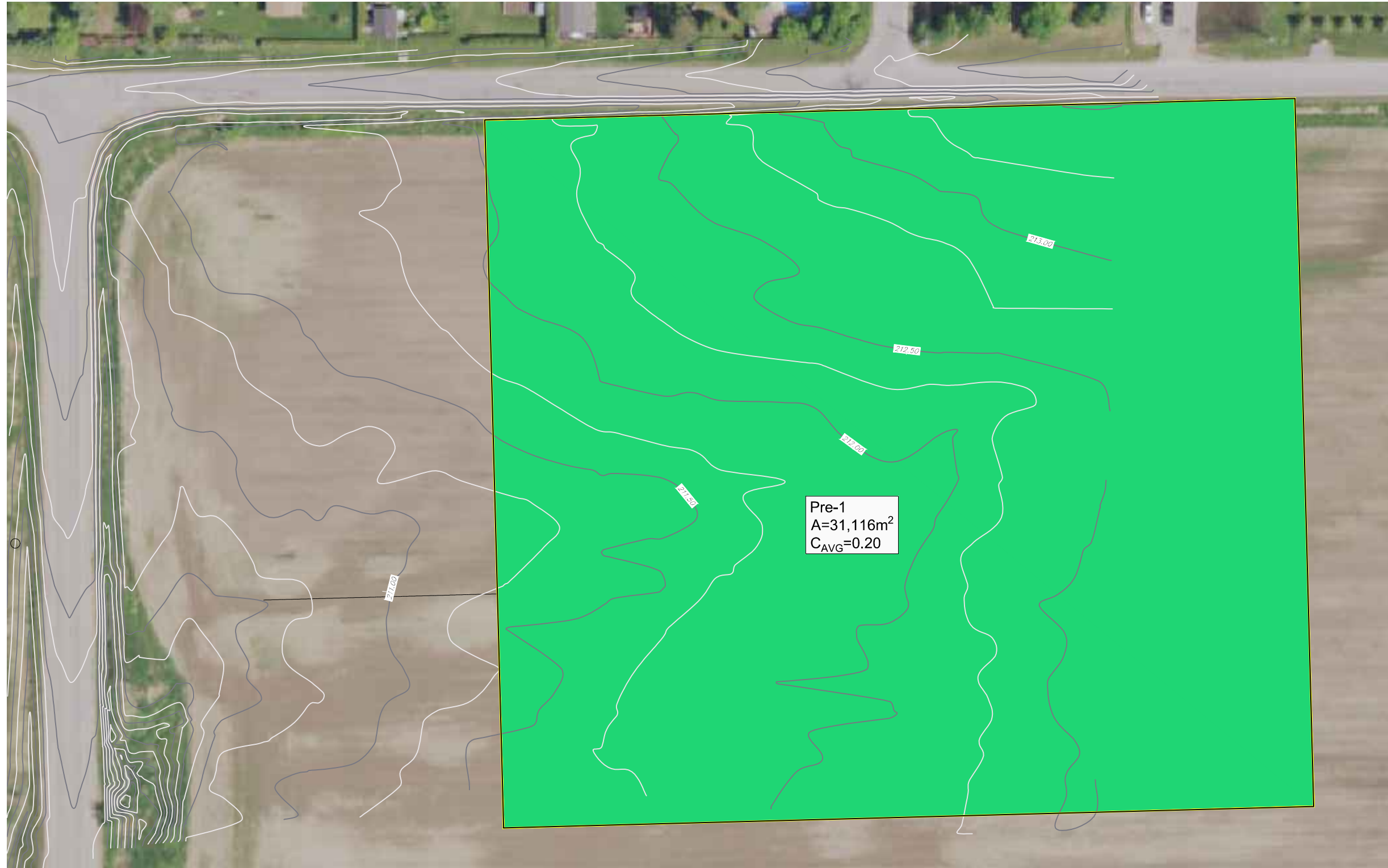
DRAWN TAP

JOB No. NWL-01801050

DRAWING No.

FIG. 1

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LEGEND	
	GRASS C=0.2
	ASPHALT C=0.9
	ROOF C=0.9
	CATCHMENTS

EXP Services Inc.
 t: 1-705-647-4311 | f: 1-705-647-3111
 310 Whitewood Ave. W.
 New Liskeard, ON P0J 1P0
 Canada
www.exp.com



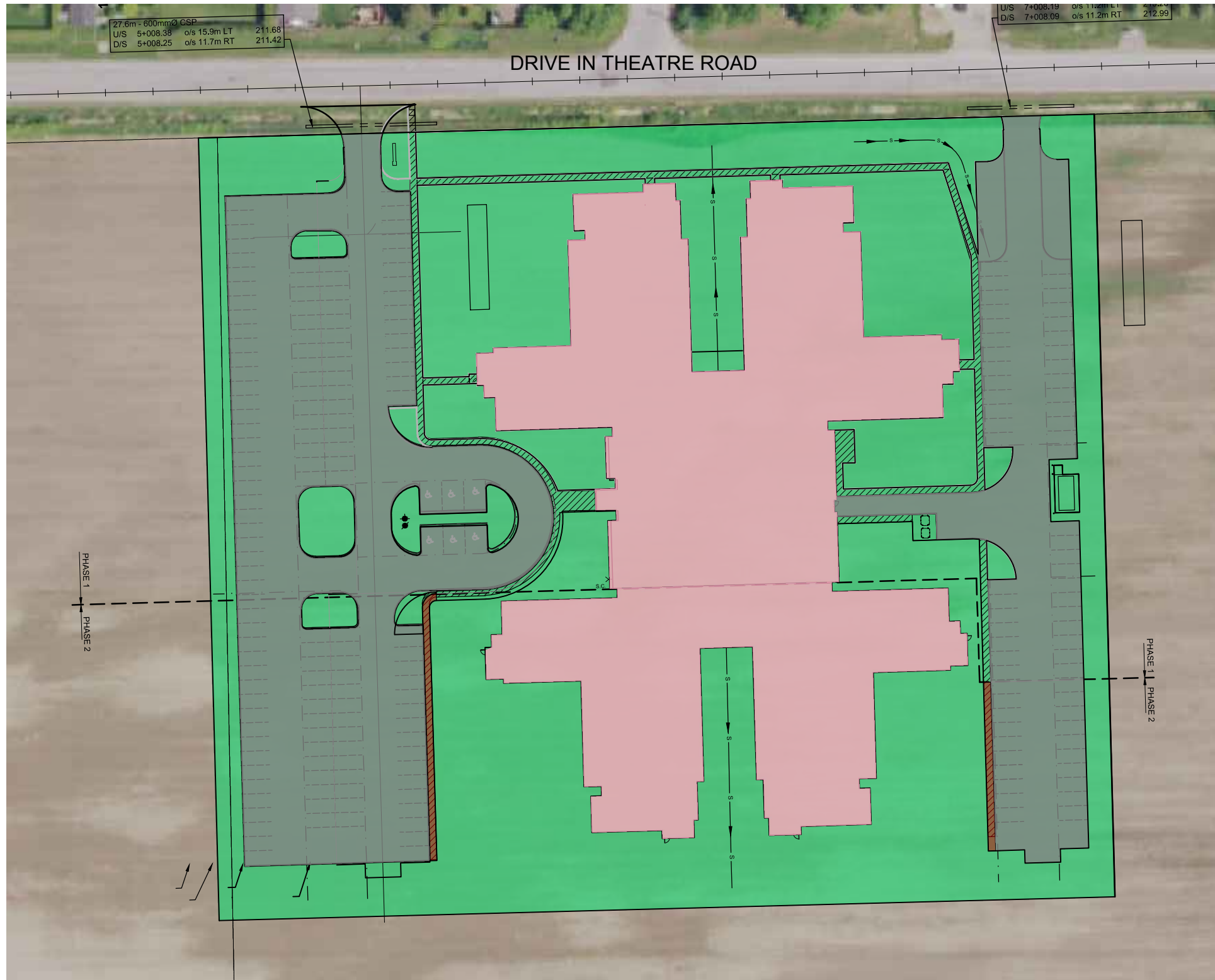
PROJECT TITLE
TEMISKAMING SENIORS COMPLEX

CLIENT
JARLETTE HEALTH SERVICES

DRAWING TITLE
**PRE-DEVELOPMENT
 CATCHMENT AREAS**

SCALE NTS	DRAWN AEM
JOB No. NWL-01801050	DRAWING No. FIG. 2

10/18/2019 3:04:40 PM S:\ENGINEERING\ACTIVE\2018\NWL-01801050 -JARLETTE HEALTH SERVICES-SR, COMPLEX D\YMOND\60-PROJECT EXECUTION\1-DESIGN\CIVIL\SWMM\NWL-01801050 CATCHMENT AREAS - POST - REVISED SITE LAYOUT OCT 18.DWG



	GRASS C = 0.2 A = 14,271 m ²
	ASPHALT C = 0.9 A = 8,777 m ²
	ROOF C = 0.9 A = 8,112 m ²

EXP Services Inc.

t: 1-705-647-4311 | f: 1-705-647-3111
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PROJECT TITLE

TEMISKAMING SENIORS COMPLEX

CLIENT

JARLETTE HEALTH SERVICES

DRAWING TITLE

**POST-DEVELOPMENT
CATCHMENT AREAS**

SCALE

NTS

JOB No.

NWL-01801050

DRAWN

TAP

DRAWING No.

FIG. 3

Appendix B – Water Servicing

Table B1: Water Demand Chart

Table B2: Estimated Water Pressure at Building

TABLE B1: Water Demand Chart


Location:		Drive-In Theater Road & Grant Drive							
Project No:		NWL-01801050							
Designed by:		T.Pascoe							
Checked By:		A. O'Beirn							
Date Revised:		September 2019		<u>Population Densities</u>					
<u>Water Consumption</u>				2 Bedroom		2.0		person/unit	
Residential =		350 L/cap/day							
Long Term Care Facility =		1,350 L/bed/day							
Proposed Buildings	Residential		Population	Demands in (L/sec)					
	No. of Units		Total Persons (eq.)	Average Demand	Maximum Demand (L/day)	Peak Hourly Demand	Avg Day (L/s)	Max Day (L/s)	Max Hour (L/s)
	2 Bedroom	Beds			2.75 x Avg Day	4.1 x Avg Day			
Jarlette Health Services		256	987	345,600	950,400	1,427,328	4.00	11.0	16.5
Totals =		256	987	345,600	950,400	1,427,328	4.00	11.00	16.52

Table B2: Estimated Water Pressure at Building (through single water service connection)



Description	From	To	Pipe Length (m)	Pipe Dia (mm)	Dia (m)	Q (L/sec)	Area (m2)	C	Vel (m/s)	Slope of HGL (m/m)	Head Loss (m)	Elev From (m)	Elev To (m)	*Elev Diff (m)	Pressure From kPa (psi)	Pressure To kPa (psi)	Pressure Drop (psi)
100mm Service	Main	Bldg Connection	181.3	100	0.100	16.1	0.007854	100	2.0499	0.075	13.5	212.0	219.0	-7.0	434.0 (63.0)	232.5 (33.7)	29.3
150mm Service	Main	Bldg Connection	181.3	150	0.150	16.1	0.017671	100	0.9111	0.010	1.9	212.0	219.0	-7.0	434.0 (63.0)	346.9 (50.3)	12.7
200mm Service	Main	Bldg Connection	181.3	200	0.200	16.1	0.031416	100	0.5125	0.003	0.5	212.0	219.0	-7.0	434.0 (63.0)	360.8 (52.3)	10.7
HGL Data																	
Pressure =		63.00	psi														
Domestic Demands																	
Peak Hr Demand =		16.1	l/s														
Pipe Lengths																	
Distance from Main to Unit =		4.5	m														
Distance from Bot. to Top Unit =		<u>7.0</u>	m														
		11.5	m														

Appendix C – Sanitary Servicing

Table C1: Existing Sanitary Chart – Critical Runs

Table C2: Proposed Sanitary Chart – Critical Runs

TABLE C1: Existing Sanitary Flows - Critical Runs



Location:		Drive-In Theater Road & Grant Drive					
Project No:		NWL-01801050					
Designed by:		T.Pascoe					
Checked By:		A. O'Beirn					
Date Revised:		October 2019					
Street Name	From MH	To MH	Diameter (mm)	Slope (%)	Capacity (L/s)	Existing Flows (L/s)	Excess Capacity (L/s)
Grant Drive	3	4	200	0.32	18.60	-	18.60
Grant Drive	12	14	250	0.17	24.70	1.50	23.20
Hwy 65 East	21	22	300	0.26	49.50	6.4	43.1

TABLE C2: Proposed Sanitary Flows - Critical Runs

Location:		Drive-In Theater Road & Grant Drive					
Project No:		NWL-01801050					
Designed by:		T. Pascoe					
Checked By:		A. O'Beirn					
Date Revised:		October 2019					
Street Name	From MH	To MH	Diameter (mm)	Slope (%)	Capacity (L/s)	Proposed Flows (L/s)	Excess Capacity (L/s)
Jarlette Health Services	Site	1	200	0.40	20.70	16.00	4.70
Grant Drive	3	4	200	0.32	18.60	16.00	2.60
Grant Drive	12	14	250	0.17	24.70	17.40	7.30
Hwy 65 East	21	22	300	0.26	49.50	21.9	27.60

Appendix D – SWM Design Sheets

Table D1: Calculation of Average Runoff Coefficients (Pre-Development)

Table D2: Calculation of Time of Concentration for Catchments (Pre-Development)

Table D3: Calculation of Peak Runoff (Pre-Development)

Table D4: Calculation of Average Runoff Coefficients (Post-Development)

Table D5: Summary of Post Development Runoff (Uncontrolled and Controlled)

Table D6: Estimate of Storage Required for 5-yr and 100-yr Storms

Table D1

CALCULATION OF AVERAGE RUNOFF COEFFICIENTS (PRE-DEVELOPMENT)

Area No.	Outlet Location	Asphalt Areas		Roof Areas		Gravel Areas		Grassed Areas		Sum AC	Total Area (m ²)	C _{AVG}
		Area (m ²)	A * C	Area (m ²)	A * C	Area (m ²)	A * C	Area (m ²)	A * C			
Pre	Outlet							31161	6232.16	6232.2	31161	0.20
Average Runoff Coeff =										C _{AVG} =	$\frac{6,232}{31,161}$	= 0.20

Table D3

CALCULATION OF PEAK RUNOFF (PRE-DEVELOPMENT)

Area Description	Outlet Location	Area (ha)	Time of Conc. T _c (min)	Storm = 2-year			Storm = 5-year			Storm = 100-year		
				I ₂ (mm/hr)	C _{AVG}	Q _{2PRE} (L/sec)	I ₅ (mm/hr)	C _{AVG}	Q _{5PRE} (L/sec)	I ₁₀₀ (mm/hr)	C _{AVG}	Q _{100PRE} (L/sec)
Pre	Outlet	3.116	37.93	26.73	0.20	46.3	35.82	0.20	62.1	60.21	0.20	104.3
Total =		3.116				46.3			62.1			104.3

Notes

- 1) Intensity Calculated based on MTO IDF data for the local area
- 2) Time of Concentration Calculated for the Pre-Development Condition in Table D2

Table D4

CALCULATION OF AVERAGE RUNOFF COEFFICIENTS (POST-DEVELOPMENT)

Area No.	Area	Asphalt Areas		Roof Areas		Gravel Areas		Grassed Areas		Sum AC	Total Area (m ²)	C _{AVG}
		Area (m ²)	A * C	Area (m ²)	A * C	Area (m ²)	A * C	Area (m ²)	A * C			
Post	All	8777	7899.3	8112	7301.2			14271	2854.3	18054.8	31161	0.58
Average Runoff Coeff =										C _{AVG} =	$\frac{18,095}{31,161}$	= 0.58

Table D5

SUMMARY OF POST DEVELOPMENT RUNOFF (UNCONTROLLED AND CONTROLLED)

Area No	Outlet Location	Area (ha)	Time of Conc. T _c (min)	Storm = 2-year				Storm = 5-year				Storm = 100-year			
				C _{AVG}	I ₂ (mm/hr)	Q (L/sec)	Q _{CAP} (L/sec)	C _{AVG}	I ₅ (mm/hr)	Q (L/sec)	Q _{CAP} (L/sec)	C _{AVG}	I ₁₀₀ (mm/hr)	Q (L/sec)	Q _{CAP} (L/sec)
Post	Outlet	3.116	14	0.58	54.22	272.2	46.3	0.58	72.67	364.7	62.1	0.72	122.14	766.3	104.3
Total		3.116				272.2	46.3			364.7	62.1			766.3	104.3

Notes

- 1) Intensity Calculated based on MTO IDF data for the local area
- 2) Cavg for 100-year is increased by 25%
- 3) Time of Concentration: T_c=10min
- 4) Flows under column Q_{CAP} which are **bold**, denotes flows that are controlled.

TABLE D2

CALCULATION OF TIME OF CONCENTRATION FOR CATCHMENTS (PRE-DEVELOPMENT)

Catchment No.	Outlet Location	Area (ha)	High Elev (m) 85% upstream	Low Elev (m) 10% upstream	Flow Path Length (m)	Avg. Slope (85/10 Method)	Avg. Runoff Coeff, C	Tc, Airport Formula (min)
Pre	Outlet	3.1161	212.90	211.36	181	1.13%	0.20	37.9
Totals =		3.1161						

Notes:

Federal Aviation Formula (Airport Method) and 85/10 formula from MTO Drainage Manual:

(b) Airport Formula

$$T_c = \frac{3.26 * (1.1 - C) * L^{0.5}}{S_w^{0.33}} \quad (8.16)$$

where:
 T_c = Time of concentration, min
 L = Watershed length, m
 S_w = Watershed slope, %
 A = Watershed area, ha

The 85/10 formula is:

$$S_w = \frac{100 * (\Delta h - h_r)}{0.75L - L_r} \quad (8.13)$$

where:

S_w = watershed slope, %
 Δh = difference in elevation, m, between the 85% point and the 10% point obtained from contours, airphotos, etc.
 h_r = sum of heights of rapids and waterfalls between 10% and 85% points, m
 L = total length of main channel, includes the undefined flow path, to head of basin, m
 L_r = sum of lengths of rapids and waterfalls, up to 10% of L, m

Table D6
Estimate of Storage Required for 5-yr and 100-yr Storms (Modified Rational Method)

Area No: <u>Post</u> All $C_{AVG} = \frac{0.58}{(2\text{-yr, 5-yr})}$ $C_{AVG} = \frac{0.73}{(100\text{-yr +25\%})}$ Time Interval = <u>5</u> (mins) Drainage Area = <u>3.1161</u> (hectares)										
Duration, T_D (min)	Release Rate = $\frac{62.1}{(L/sec)}$ Return Period = $\frac{5}{(years)}$ IDF Parameters, A = $\frac{26}{}$ B = $\frac{-0.699}{}$ $I=A*t^B$					Release Rate = $\frac{104.3}{(L/sec)}$ Return Period = $\frac{100}{(years)}$ IDF Parameters, A = $\frac{43.7}{}$ B = $\frac{-0.699}{}$ $I=A*t^B$				
	Rainfall Intensity, I (mm/hr)	Peak Flow (L/sec)	Release Rate (L/sec)	Storage Rate (L/sec)	Storage (m^3)	Rainfall Intensity, I (mm/hr)	Peak Flow (L/sec)	Release Rate (L/sec)	Storage Rate (L/sec)	Storage (m^3)
	5	147.7	742.9	62.07	680.8	204	248.2	1560.8	104.317	1456.5
10	91.0	457.6	62.07	395.6	237	152.9	961.5	104.317	857.1	514.3
15	68.5	344.7	62.07	282.6	254	115.2	724.2	104.317	619.9	557.9
20	56.0	281.9	62.07	219.8	264	94.2	592.3	104.317	487.9	585.5
25	47.9	241.2	62.07	179.1	269	80.6	506.7	104.317	402.4	603.6
30	42.2	212.3	62.07	150.3	270	70.9	446.1	104.317	341.8	615.2
35	37.9	190.6	62.07	128.6	270	63.7	400.5	104.317	296.2	622.0
40	34.5	173.7	62.07	111.6	268	58.0	364.8	104.317	260.5	625.2
45	31.8	159.9	62.07	97.9	264	53.4	336.0	104.317	231.7	625.5
50	29.5	148.6	62.07	86.5	260	49.6	312.1	104.317	207.8	623.5
55	27.6	139.0	62.07	76.9	254	46.4	292.0	104.317	187.7	619.4
60	26.0	130.8	62.07	68.7	247	43.7	274.8	104.317	170.5	613.7
65	24.6	123.7	62.07	61.6	240	41.3	259.8	104.317	155.5	606.5
70	23.3	117.4	62.07	55.4	233	39.2	246.7	104.317	142.4	598.1
75	22.2	111.9	62.07	49.8	224	37.4	235.1	104.317	130.8	588.6
80	21.3	107.0	62.07	44.9	216	35.7	224.7	104.317	120.4	578.0
85	20.4	102.5	62.07	40.5	206	34.3	215.4	104.317	111.1	566.6
90	19.6	98.5	62.07	36.4	197	32.9	207.0	104.317	102.7	554.4
95	18.9	94.9	62.07	32.8	187	31.7	199.3	104.317	95.0	541.4
100	18.2	91.5	62.07	29.5	177	30.6	192.3	104.317	88.0	527.8
105	17.6	88.5	62.07	26.4	166	29.6	185.8	104.317	81.5	513.5
Maximum Storage Required =					270.5	625.5				
Notes										
1) Peak flow is equal to the product of $2.78 \times C \times I \times A$										
2) Rainfall Intensity, $I = A/(T_D+C)^B$, where T_D = storm duration (mins)										
3) Release Rate = Desired Capture (Release) Rate										
4) Storage Rate = Peak Flow - Release Rate										
5) Storage = Duration x Storage Rate										
6) Maximum Storage = Max Storage Over Duration										
7) A,B,C are IDF Parameters for City of Ottawa. From Ottawa Sewer Design Guidelines, Section 5.4.2.										

Table D6

Estimate of Storage Required for 2-yr and 100-yr Storms (Modified Rational Method)

Area No: <u>Post</u> All $C_{AVG} = \frac{0.58}{(2\text{-yr, 5-yr})}$ $C_{AVG} = \frac{0.73}{(100\text{-yr +25\%})}$ Time Interval = <u>5</u> (mins) Drainage Area = <u>3.1161</u> (hectares)										
Duration, T_D (min)	Release Rate = $\frac{46.3}{(L/sec)}$ Return Period = $\frac{2}{(years)}$ IDF Parameters, A = $\frac{19.4}{}$ B = $\frac{-0.699}{}$ $I=A*t^B$					Release Rate = $\frac{104.3}{(L/sec)}$ Return Period = $\frac{100}{(years)}$ IDF Parameters, A = $\frac{43.7}{}$ B = $\frac{-0.699}{}$ $I=A*t^B$				
	Rainfall Intensity, I (mm/hr)	Peak Flow (L/sec)	Release Rate (L/sec)	Storage Rate (L/sec)	Storage (m^3)	Rainfall Intensity, I (mm/hr)	Peak Flow (L/sec)	Release Rate (L/sec)	Storage Rate (L/sec)	Storage (m^3)
	5	110.2	554.3	46.31	508.0	152	248.2	1560.8	104.317	1456.5
10	67.9	341.5	46.31	295.2	177	152.9	961.5	104.317	857.1	514.3
15	51.1	257.2	46.31	210.9	190	115.2	724.2	104.317	619.9	557.9
20	41.8	210.3	46.31	164.0	197	94.2	592.3	104.317	487.9	585.5
25	35.8	180.0	46.31	133.7	200	80.6	506.7	104.317	402.4	603.6
30	31.5	158.4	46.31	112.1	202	70.9	446.1	104.317	341.8	615.2
35	28.3	142.2	46.31	95.9	201	63.7	400.5	104.317	296.2	622.0
40	25.8	129.6	46.31	83.3	200	58.0	364.8	104.317	260.5	625.2
45	23.7	119.3	46.31	73.0	197	53.4	336.0	104.317	231.7	625.5
50	22.0	110.9	46.31	64.5	194	49.6	312.1	104.317	207.8	623.5
55	20.6	103.7	46.31	57.4	189	46.4	292.0	104.317	187.7	619.4
60	19.4	97.6	46.31	51.3	185	43.7	274.8	104.317	170.5	613.7
65	18.3	92.3	46.31	46.0	179	41.3	259.8	104.317	155.5	606.5
70	17.4	87.6	46.31	41.3	174	39.2	246.7	104.317	142.4	598.1
75	16.6	83.5	46.31	37.2	167	37.4	235.1	104.317	130.8	588.6
80	15.9	79.8	46.31	33.5	161	35.7	224.7	104.317	120.4	578.0
85	15.2	76.5	46.31	30.2	154	34.3	215.4	104.317	111.1	566.6
90	14.6	73.5	46.31	27.2	147	32.9	207.0	104.317	102.7	554.4
95	14.1	70.8	46.31	24.5	139	31.7	199.3	104.317	95.0	541.4
100	13.6	68.3	46.31	22.0	132	30.6	192.3	104.317	88.0	527.8
105	13.1	66.0	46.31	19.7	124	29.6	185.8	104.317	81.5	513.5
Maximum Storage Required =					201.8	625.5				
Notes										
1) Peak flow is equal to the product of $2.78 \times C \times I \times A$										
2) Rainfall Intensity, $I = A/(T_D+C)^B$, where T_D = storm duration (mins)										
3) Release Rate = Desired Capture (Release) Rate										
4) Storage Rate = Peak Flow - Release Rate										
5) Storage = Duration x Storage Rate										
6) Maximum Storage = Max Storage Over Duration										
7) A,B,C are IDF Parameters for City of Ottawa. From Ottawa Sewer Design Guidelines, Section 5.4.2.										

The Corporation of the City of Temiskaming Shores

By-law No. 2020-016

Being a by-law to authorize the execution of a Site Plan Control Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs for Part of Lot 9, Concession 2, Dymond Township; 883280 Highway 65 E, 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 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-004-2020 at the February 18, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs for consideration at the February 18, 2020 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. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with Ontario Ministry of Agriculture, Food and Rural Affairs for Part of Lot 9, Concession 2, Dymond Township; 883280 Highway 65 E, Temiskaming Shores, 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, grammatical,

semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of February 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2020-016
Site Plan Control Agreement
(Ontario Ministry of Agriculture, Food and Rural Affairs)

This agreement, made in triplicate, this 18th day of February, 2020.

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:

Ontario Ministry of Agriculture, Food and Rural Affairs
1 Stone Rd. West, Guelph, ON N1G 4Y2
(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 April 23, 2018, 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 Part of Lot 9, Concession 2, Dymond Township; 883280 Highway 65 E, Temiskaming Shores;

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 3 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 construct an entrance/exit in the locations as shown on the Plans to the satisfaction of the City;
 5. To provide such driveway markings, sidewalks, driveway treatments, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
 6. 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;
 7. That the Owner will be responsible for the extension of municipal water and sanitary sewer services from the mains on Highway 65 E to the property line;
 8. 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;
 9. 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;
 10. 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.
 11. 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.
 12. 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.

13. 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.
14. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$121,576 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.
15. 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.
16. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans.
17. 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.

18. 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.
19. 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.
20. 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.
21. The following Appendices are attached to this agreement:
 - Appendix 1 – PLANNING SITE PLAN; DRAWING #: P01; DRAWN BY: KTK; ISSUE 1 REVISED PER CITY COMMENTS, Jan 27, 2020.
 - Appendix 2 – PLANNING SITE PLAN ENLARGED; DRAWING #: P02; DRAWN BY: KTK; ISSUE 1 REVISED PER CITY COMMENTS, Jan 27, 2020.
 - Appendix 3 – CIVIL GENERAL SITE ARRANGEMENT PLAN; DRAWING #: C01; DRAWN BY: MHR; ISSUE 1 REVISED PER CITY COMMENTS, Jan 27, 2020.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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 Seal)

Ontario Ministry of Agriculture, Food and Rural Affairs

Signature

Name: _____

Title: _____

Witness - Signature

Print Name: _____

Title: _____

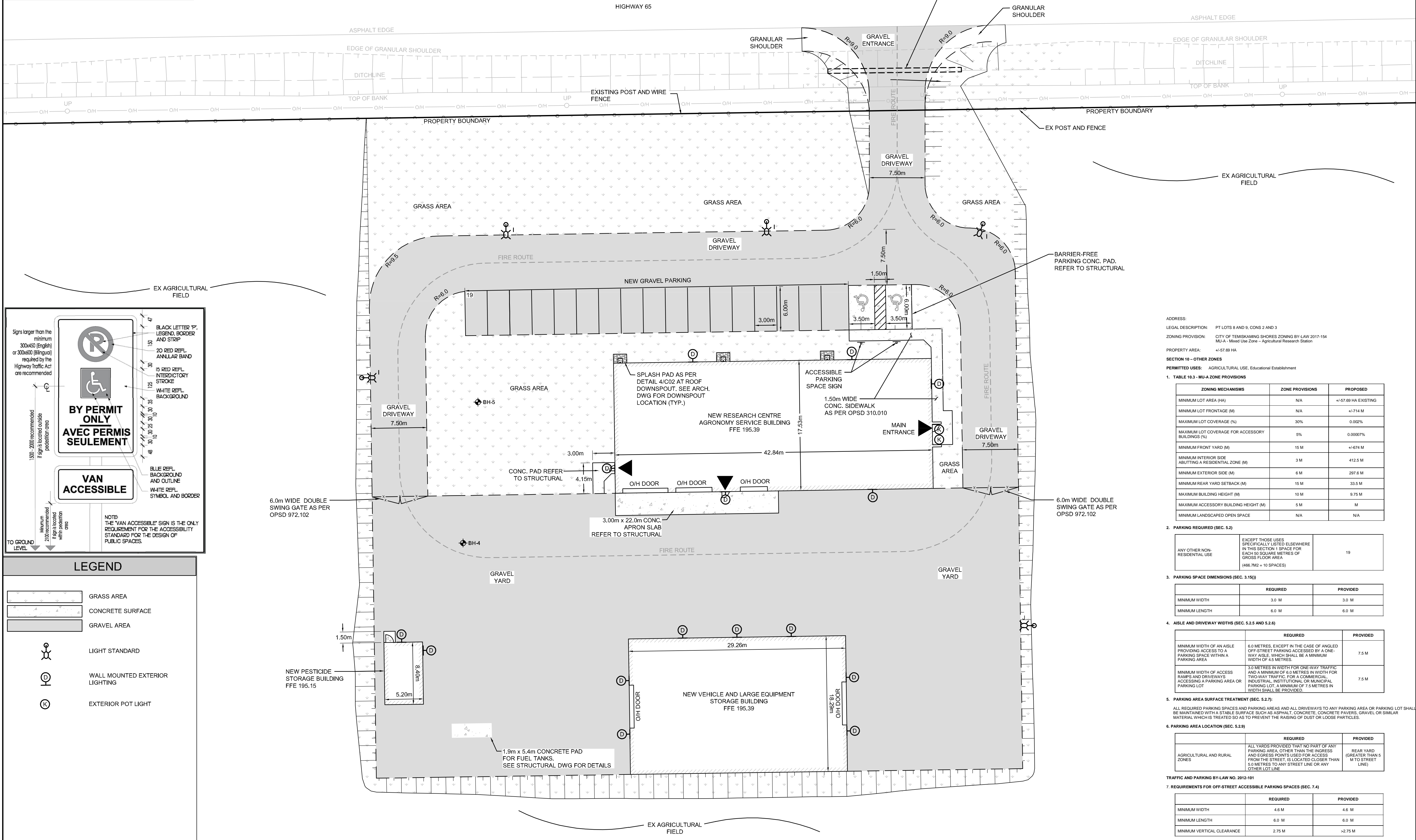
Corporation of the City of Temiskaming Shores

Mayor – Carman Kidd

Clerk – David B. Treen



Location Plan



Signs larger than the minimum 300x450 (English) or 300x600 (Bilingual) required by the Highway Traffic Act are recommended

150 - 200 recommended sign height (with pedestal) (m)

200 recommended sign height (with pedestal) (m)

TO GROUND LEVEL

BY PERMIT ONLY AVEC PERMIS SEULEMENT

VAN ACCESSIBLE

NOTE: THE "VAN ACCESSIBLE" SIGN IS THE ONLY REQUIREMENT FOR THE ACCESSIBILITY STANDARD FOR THE DESIGN OF PUBLIC SPACES.

BLACK LETTER "P", LESSOR BORDER AND STOP

20 RED REFL. ANNULAR BAND

15 RED REFL. INTERIOR STROKE

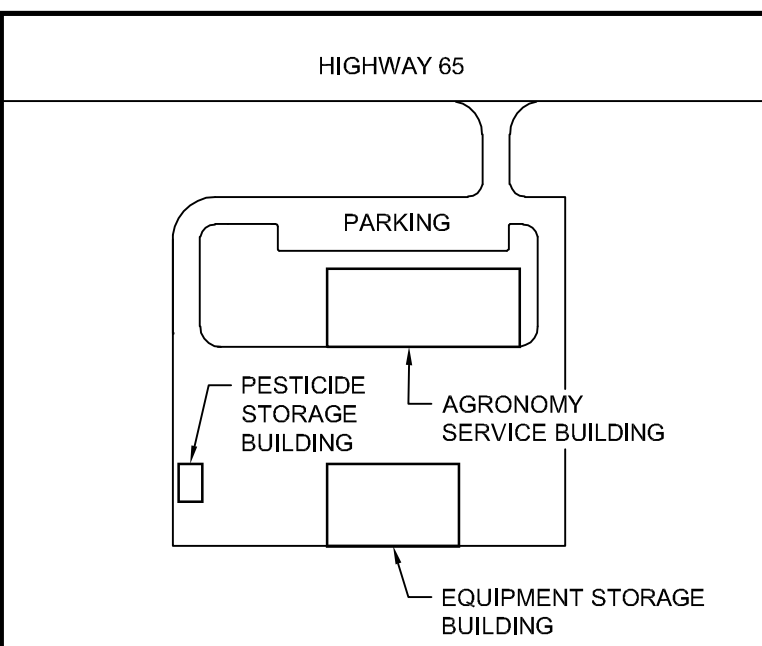
WHITE REFL. BACKGROUND

BLUE REFL. BACKGROUND AND OUTLINE

WHITE REFL. SYMBOL AND BORDER

LEGEND

- GRASS AREA
- CONCRETE SURFACE
- GRAVEL AREA
- LIGHT STANDARD
- WALL MOUNTED EXTERIOR LIGHTING
- EXTERIOR POT LIGHT



Key Plan

DO NOT SCALE DRAWINGS:

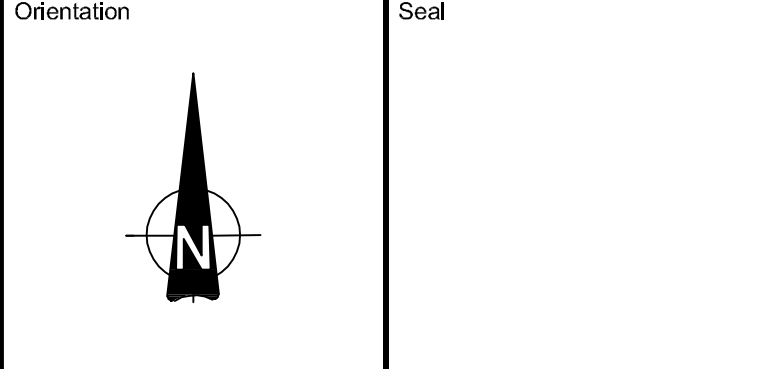
Contractors must check and verify all site conditions. Notify the Owner's Representative in writing before proceeding with the work if discrepancies are evident between the drawings and the site condition. No extras to the contract will be allowed if discrepancies were evident prior to start of work.

Orientation

Seal

A = Detail number
B = Drawing number where detailed

1	REVISED PER CITY COMMENTS	DAY	JAN 27, 2020
0	ISSUED FOR BUILDING PERMIT	DAY	DEC 13, 2019
NO.	ISSUED	BY	DATE



UNIVERSITY OF GUELPH

Design, Engineering & Construction
Physical Resources
Guelph, Ontario, N1G 2W1

Consultant

J.R. J.L. Richards
ENGINEERS - ARCHITECTS - PLANNERS
www.jlrichards.ca

Project

UNIVERSITY OF GUELPH AGRONOMY RESEARCH CENTRE

Drawing Title

PLANNING SITE PLAN

Project No.

504061

Location

NEW LISKEARD AGRICULTURAL RESEARCH STATION
883280 HIGHWAY 65 E

Scale

1:250

Date

FEBRUARY 28, 2020

Drawn by

KTK

Checked by

KM

Approved By

DK

JLR #

27376-01

Cad File No.

P01

ADDRESS:

LEGAL DESCRIPTION: PT LOTS 8 AND 9, CONS 2 AND 3

ZONING PROVISION: CITY OF TEMSKAMING SHORES ZONING BY-LAW 2017-154
MUA - Mixed Use Zone - Agricultural Research Station

PROPERTY AREA: +/-57.69 HA

SECTION 19 - OTHER ZONES

PERMITTED USES: AGRICULTURAL USE, Educational Establishment

1. TABLE 10.3 - MUA-ZONE PROVISIONS

ZONING MECHANISMS	ZONE PROVISIONS	PROPOSED
MINIMUM LOT AREA (HA)	N/A	+/-57.69 HA EXISTING
MINIMUM LOT FRONTAGE (M)	N/A	+/-714 M
MAXIMUM LOT COVERAGE (%)	30%	0.002%
MAXIMUM LOT COVERAGE FOR ACCESSORY BUILDINGS (%)	5%	0.00007%
MINIMUM FRONT YARD (M)	15 M	+/-674 M
MINIMUM INTERIOR SIDE ABUTTING A RESIDENTIAL ZONE (M)	3 M	412.5 M
MINIMUM EXTERIOR SIDE (M)	6 M	297.6 M
MINIMUM REAR YARD SETBACK (M)	15 M	33.5 M
MAXIMUM BUILDING HEIGHT (M)	10 M	9.75 M
MAXIMUM ACCESSORY BUILDING HEIGHT (M)	5 M	M
MINIMUM LANDSCAPED OPEN SPACE	N/A	N/A

2. PARKING REQUIRED (SEC. 5.2)

ANY OTHER NON-RESIDENTIAL USE	EXCEPT THOSE USES SPECIFICALLY LISTED ELSEWHERE IN THIS SECTION 1 SPACE FOR EACH 50 SQUARE METRES OF GROSS FLOOR AREA (406.7M ² = 10 SPACES)	PROVIDED
		19

3. PARKING SPACE DIMENSIONS (SEC. 5.15)

	REQUIRED	PROVIDED
MINIMUM WIDTH	3.0 M	3.0 M
MINIMUM LENGTH	6.0 M	6.0 M

4. AISLE AND DRIVEWAY WIDTHS (SEC. 5.2.5 AND 5.2.6)

	REQUIRED	PROVIDED
MINIMUM WIDTH OF AN AISLE PROVIDING ACCESS TO A PARKING SPACE WITHIN A PARKING AREA	6.0 METRES, EXCEPT IN THE CASE OF ANGLED OFF-STREET PARKING ACCESSED BY A ONE-WAY AISLE, WHICH SHALL BE A MINIMUM WIDTH OF 4.5 METRES	7.5 M
MINIMUM WIDTH OF ACCESS RAMPS AND DRIVEWAYS ACCESSING A PARKING AREA OR PARKING LOT	3.0 METRES IN WIDTH FOR ONE-WAY TRAFFIC AND A MINIMUM OF 6.0 METRES IN WIDTH FOR TWO-WAY TRAFFIC FOR A COMMERCIAL INDUSTRIAL, INSTITUTIONAL OR MUNICIPAL PARKING LOT. A MINIMUM OF 7.5 METRES IN WIDTH SHALL BE PROVIDED.	7.5 M

5. PARKING AREA SURFACE TREATMENT (SEC. 5.2.7):

ALL REQUIRED PARKING SPACES AND PARKING AREAS AND ALL DRIVEWAYS TO ANY PARKING AREA OR PARKING LOT SHALL BE MAINTAINED WITH A STABLE SURFACE SUCH AS ASPHALT, CONCRETE, CONCRETE PAVING, GRAVEL OR SIMILAR MATERIAL WHICH IS TREATED SO AS TO PREVENT THE RAISING OF DUST OR LOOSE PARTICLES.

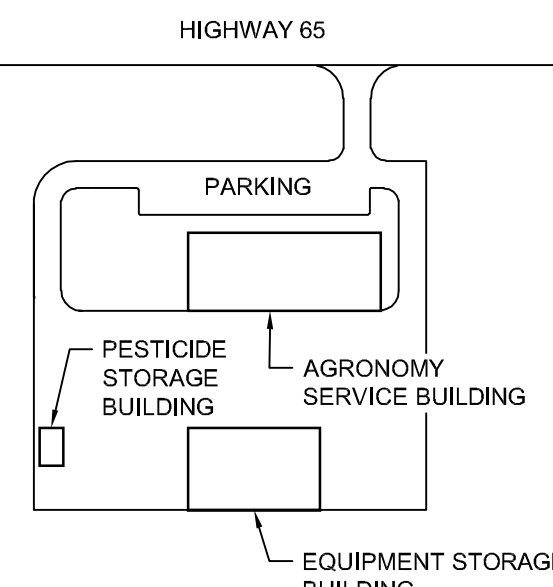
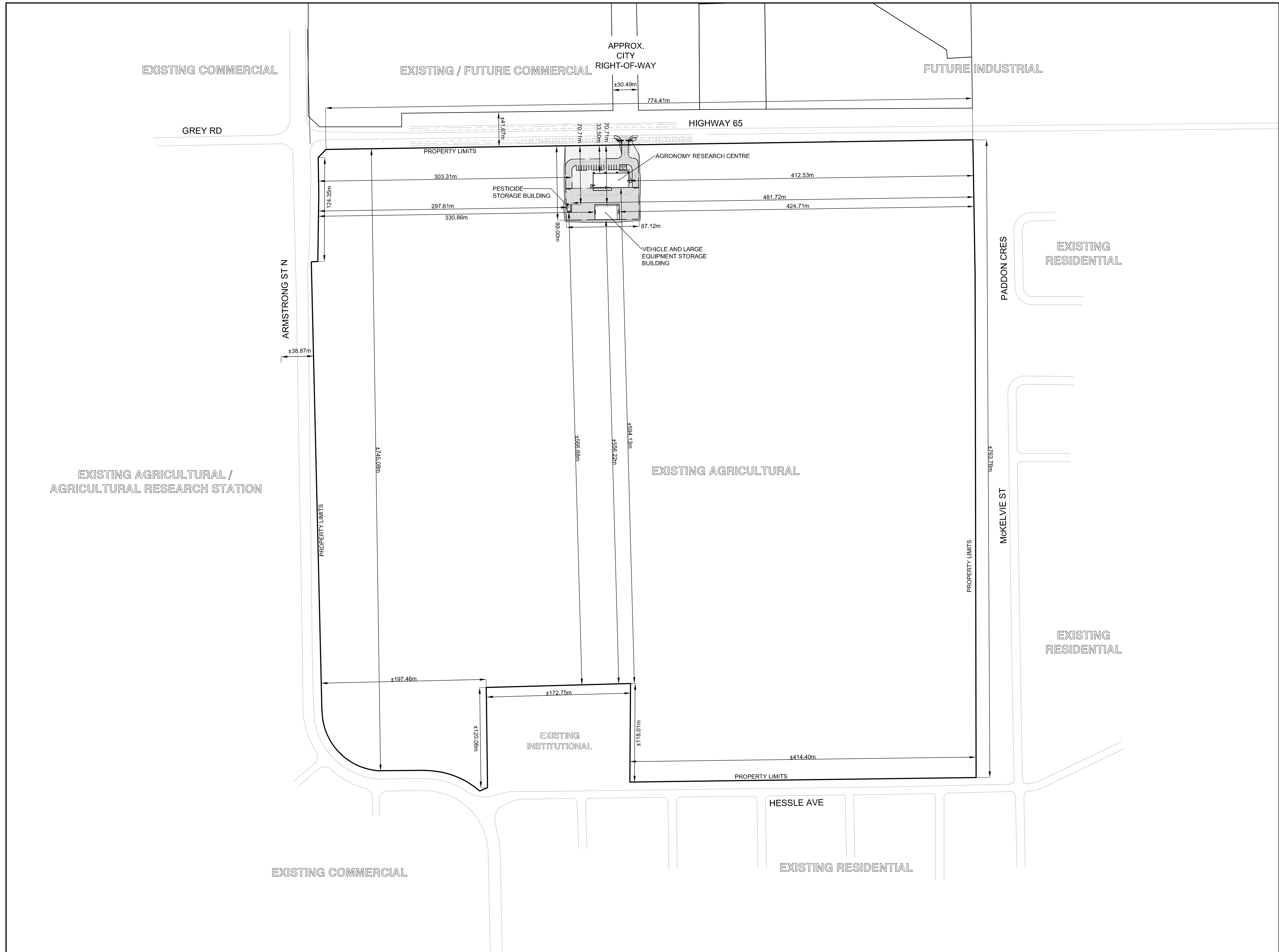
6. PARKING AREA LOCATION (SEC. 5.2.8)

	REQUIRED	PROVIDED
AGRICULTURAL AND RURAL ZONES	ALL YARDS PROVIDED THAT NO PART OF ANY PARKING AREA, OTHER THAN THE INGRESS AND EGRESS POINTS, USED FOR ACCESS FROM THE STREET, IS LOCATED CLOSER THAN 5.0 METRES TO ANY STREET LINE OR ANY OTHER LOT LINE	REAR YARD (GREATER THAN 5 M TO STREET LINE)

TRAFFIC AND PARKING BY-LAW NO. 2012-101

7. REQUIREMENTS FOR OFF-STREET ACCESSIBLE PARKING SPACES (SEC. 7.4)

	REQUIRED	PROVIDED
MINIMUM WIDTH	4.6 M	4.6 M
MINIMUM LENGTH	6.0 M	6.0 M
MINIMUM VERTICAL CLEARANCE	2.75 M	>2.75 M



Key Plan
 DO NOT SCALE DRAWINGS:
 Contractors must check and verify all site conditions. Notify the Owner's Representative in writing before proceeding with the work if discrepancies are evident between the drawings and the site condition. No extras to the contract will be allowed if discrepancies were evident prior to start of work.

A = Detail number
 B = Drawing number where detailed

NO.	ISSUED	BY	DATE
1	REVISED PER CITY COMMENTS	DAY	JAN 27, 2020
0	ISSUED FOR BUILDING PERMIT	DAY	DEC 13, 2019

Orientation

Seal

UNIVERSITY OF GUELPH
 Design, Engineering & Construction
 Physical Resources
 Guelph, Ontario. N1G 2W1

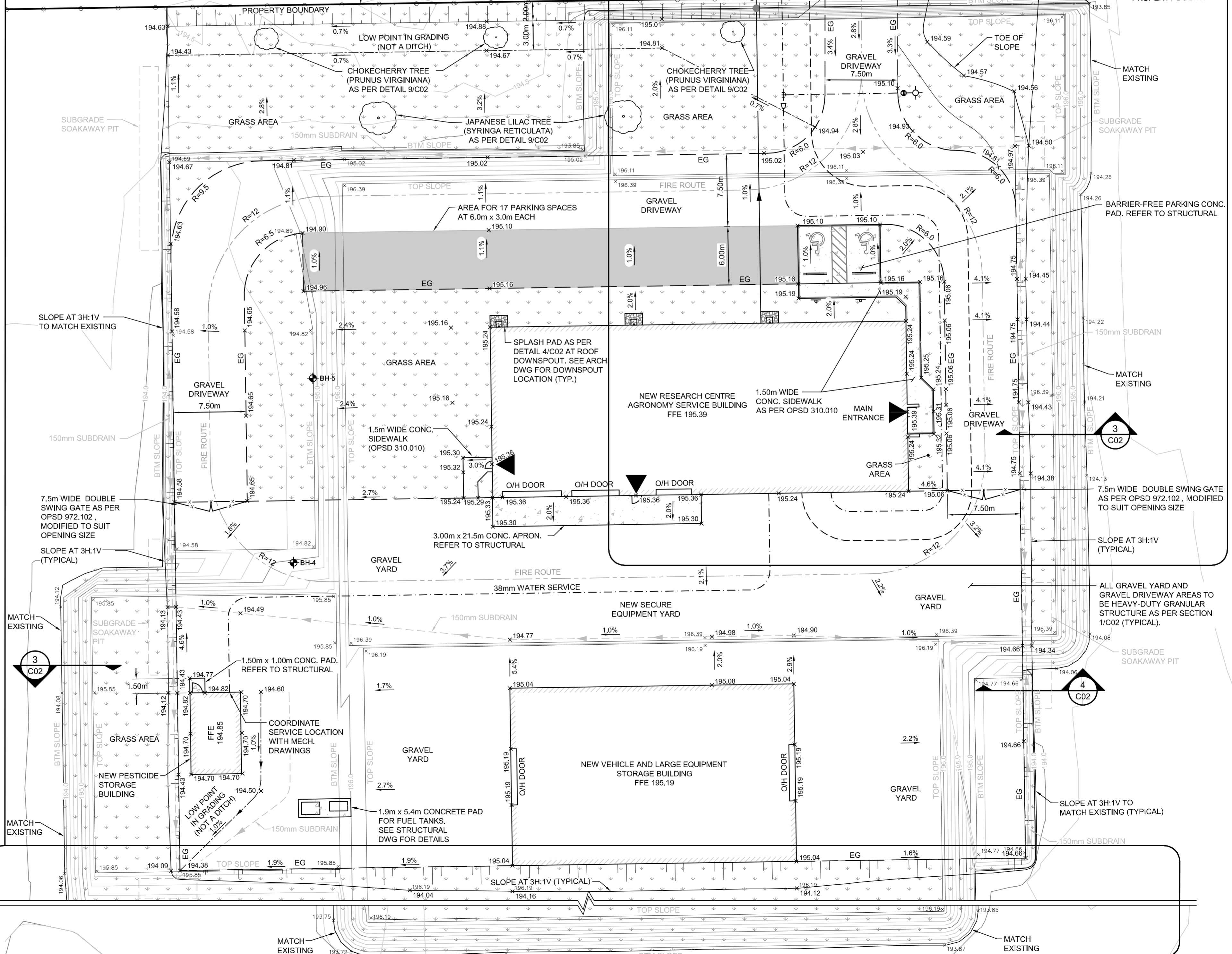
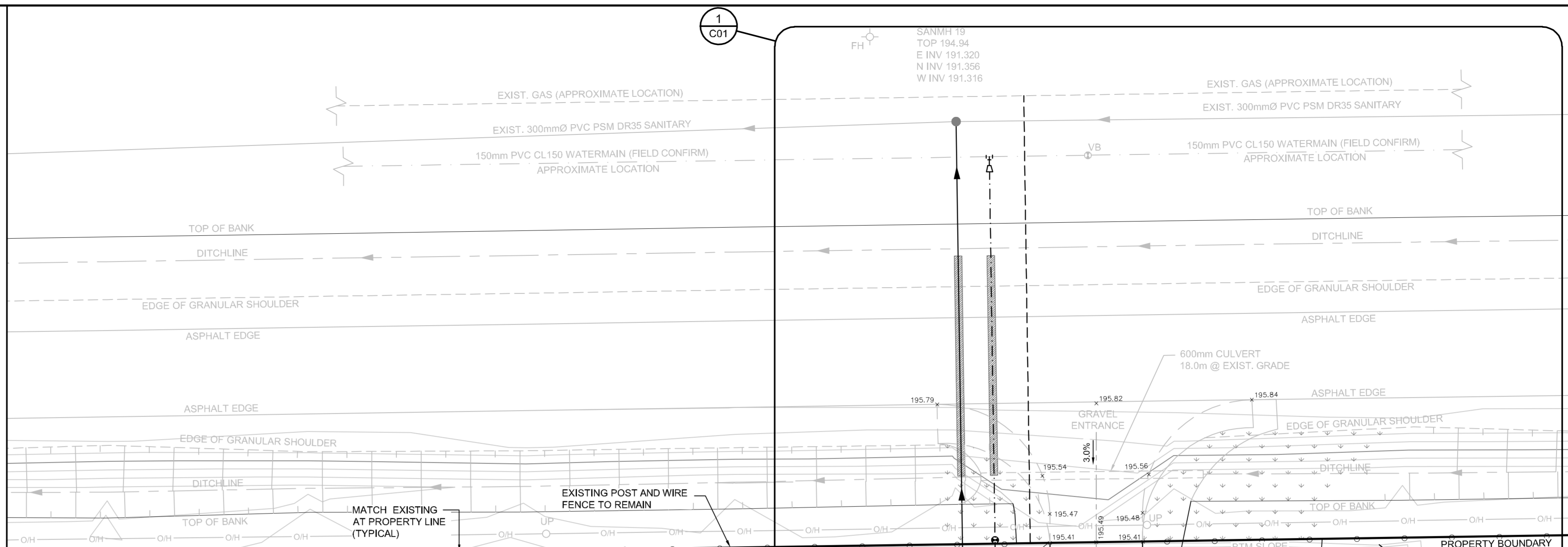
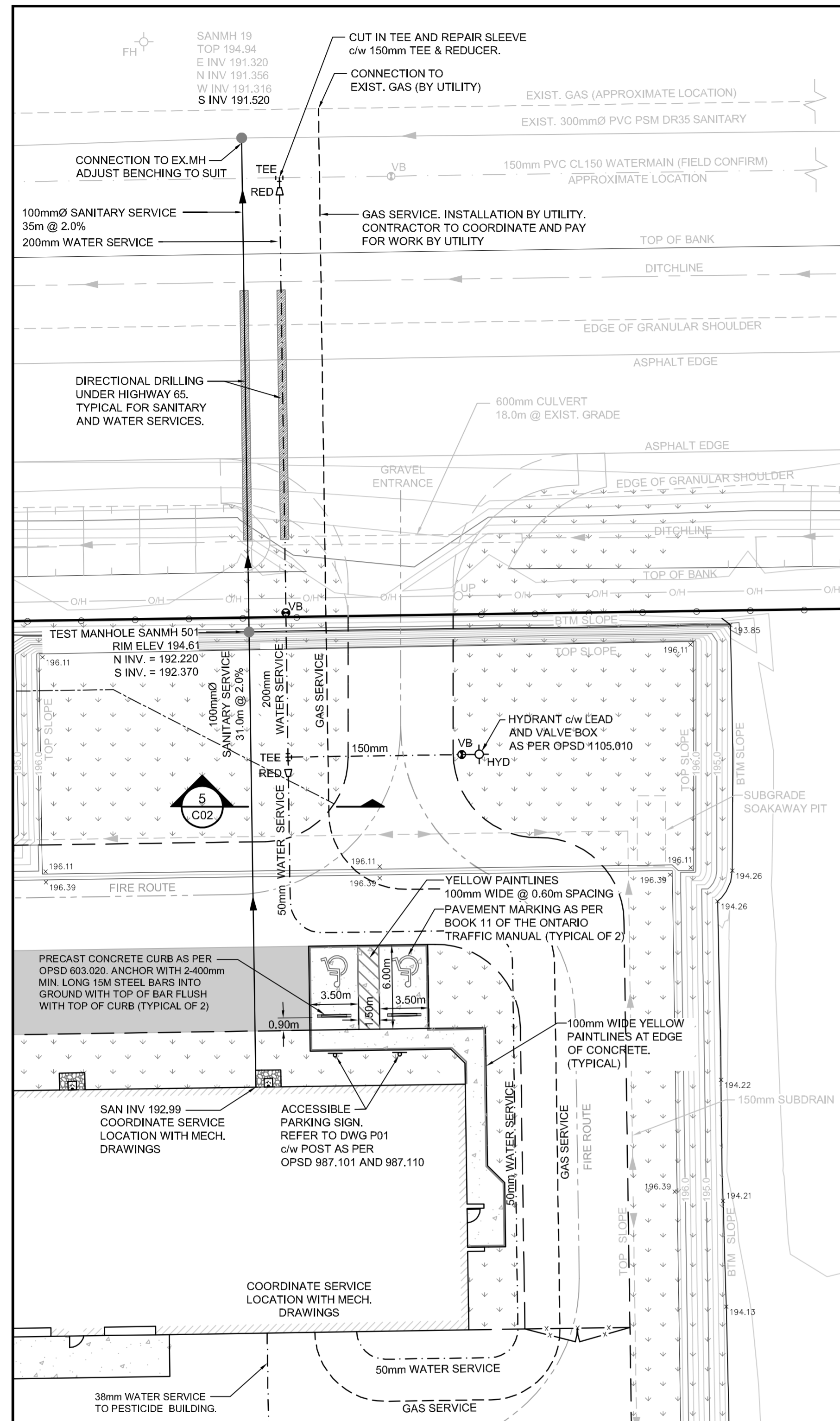
Consultant
J.R. J.L. Richards
 ENGINEERS - ARCHITECTS - PLANNERS
 www.jlrichards.ca

Project
UNIVERSITY OF GUELPH AGRONOMY RESEARCH CENTRE
 Drawing Title
PLANNING SITE PLAN ENLARGED

Project No.
504061

Location
**NEW LISKEARD AGRICULTURAL RESEARCH STATION
 883280 HIGHWAY 65 E**

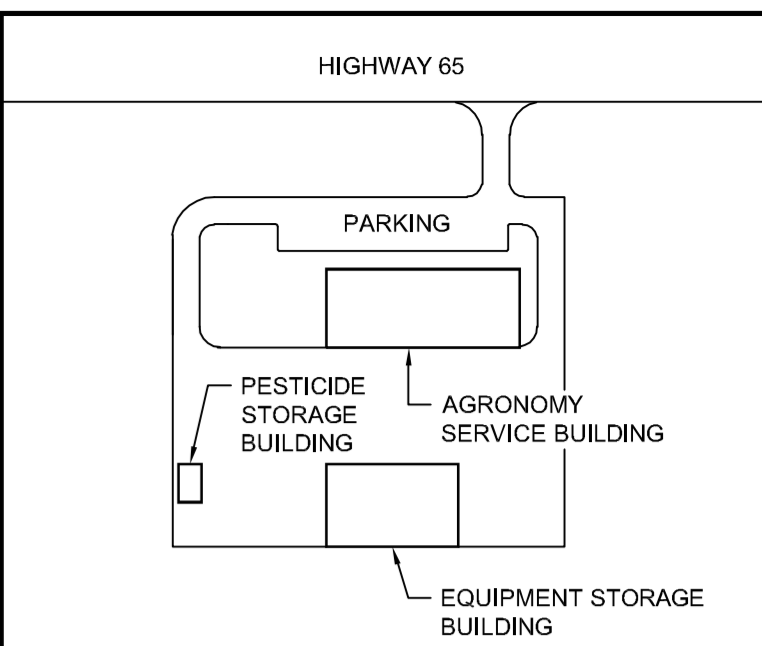
Scale	Date
1:2000	FEBRUARY 28, 2020
Drawn by KTK	Drawing No.
Checked By KM	P02
Approved By DK	
JLR # 27376-01	
Cad File No. ****	



LEGEND

	EXISTING FEATURES
	PROPOSED FEATURES
	EDGE OF ASPHALT
	EDGE OF GRANULAR
	DITCH c/w FLOW DIRECTION
	LOW POINT IN GRADING
	STORM CULVERT
	SUBDRAIN
	EMBANKMENT
	GAS SERVICE
	OVERHEAD WIRES
	WATERMAIN / WATER SERVICE
	SANITARY SEWER LINE
	SANITARY MAINTENANCE HOLE
	POST AND WIRE FENCE
	UTILITY POLE
	HYDRANT
	WATERMAIN REDUCER
	VALVE & VALVE BOX
	EXISTING GROUND ELEVATION
	PROPOSED GROUND ELEVATION
	PROPOSED SURFACE SLOPE
	GRASS AREA
	CONCRETE SURFACE
	BUILDING
	EXTENT OF DIRECTIONAL DRILLING
	BOREHOLE (REFER TO GEOTECH REPORT)

1 **SERVICING AND BARRIER-FREE PARKING LAYOUT DETAIL**
SCALE: 1:250
C01

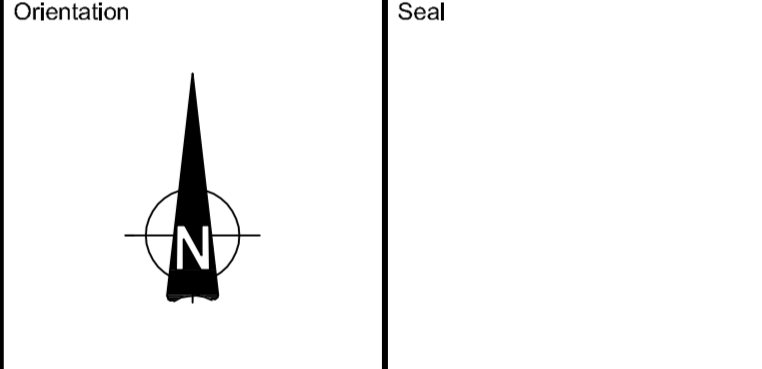


Key Plan
DO NOT SCALE DRAWINGS.
Contractors must check and verify all site conditions. Notify the Owner's Representative in writing before proceeding with the work if discrepancies are evident between the drawings and the site condition. No extras to the contract will be allowed if discrepancies were evident prior to start of work.

UNEXPECTED DISCOVERY OF ASBESTOS:
Where a friable material is discovered during construction, renovations and/or demolition, and it is suspected to contain asbestos, the Contractor must stop all work that may disturb the material. The Contractor shall advise the Owner of the discovery and await instructions from the owner.

A = Detail number
B = Drawing number where detailed

1	REVISED PER CITY COMMENTS	DAY	JAN 27, 2020
0	ISSUED FOR BUILDING PERMIT	DAY	DEC 13, 2019
NO. ISSUED	BY	DATE	



UNIVERSITY OF GUELPH
Design, Engineering & Construction
Physical Resources
Guelph, Ontario. N1G 2W1

Consultant
J.R. J.L. Richards
ENGINEERS - ARCHITECTS - PLANNERS
www.jlrichards.ca

Project
UNIVERSITY OF GUELPH AGRONOMY RESEARCH CENTRE
Drawing Title
CIVIL GENERAL SITE ARRANGEMENT PLAN
Project No.
504061

Location
NEW LISKEARD AGRICULTURAL RESEARCH STATION 883280 HIGHWAY 65 E

Scale 1:250	Date FEBRUARY 28, 2020
Drawn by MHR	Drawing No. C01
Checked By DKW	
Approved By DBK	
JLR # 27376-01	
Cad File No.	

The Corporation of the City of Temiskaming Shores

By-law No. 2020-017

Being a by-law to enter into an agreement with the Township of Harris 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 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. 003-2020-PW at the February 18, 2020 Regular Council meeting and agreed to enter into agreements with the Township of Harris for the acceptance of recyclable material at the Spoke Transfer station;

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 **Township of Harris** 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 the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 18th day of February, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2020-017

Agreement between

The Corporation of the City of Temiskaming Shores

and

Township of Harris

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 18th day of February, 2020;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Corporation of the Township of Harris
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality 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”.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City fee for 2020 of \$295 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. 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 provided to the municipality in writing.

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 the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) 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 accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality 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 the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. 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 the Municipality 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) The Municipality 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) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
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 the Municipality, addressed as follows:

Township of Harris
903303 Hanbury Road
R. R. # 2
New Liskeard, Ontario
P0J 1P0

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. **Right of Termination** – Either party shall have the right to terminate this agreement by providing written notice to the other party a minimum of thirty (30) days of its intention and thereupon any payments owing to the City under this agreement shall be computed, apportioned and paid in full to the date of such termination.
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 Seal)

Municipal Seal)

Township of Harris

Reeve – Chantal Despres

Clerk – Anita Herd

**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. 2020-018

Being a by-law to Stop up and Close a Highway – a portion of Glenhill Road being Part 1 on Plan 54R-6135

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

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

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

And whereas the provisions of Section 34 (1) of The Municipal Act, 2001, S.O., c. 25 sets out procedures for the closing of Highways;

And whereas Council considered Administrative Report No. CS-005-2020 at the February 18, 2020 Regular Council meeting and directed staff to prepare the necessary by-law for the Stopping Up and Closing of a portion of Glenhill Road being Part 1 on Plan 54R-6135 for consideration at the February 18, 2020 Regular Council meeting;

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

1. That that portion of Glenhill Road being all of PIN 61339-0007 (LT) legally described as Part 1 on Plan 54R-6135 being part of Glenhill Road on Plan M-79 N.B. in the geographic Township of Dymond; Temiskaming Shores; District of Timiskaming is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of February, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2020-019

Being a by-law to authorize the Sale of Land to Mark and Carol Wilson being Part 1 on Plan 54R-6135

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

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

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

And whereas By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered Administrative Report No. CS-005-2020 at the February 18, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Mark and Carol Wilson for municipal real property for consideration at the February 18, 2020 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Mark and Carol Wilson as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell the subject land in the amount of \$8,867.00 plus applicable taxes and other such considerations outlined in the said agreement land legally described as:

Part 1 on Plan 54R-6135 Dymond Township, District of Timiskaming.

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 18th day of February, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen

Offer to Purchase

Mark and Carol Wilson

(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,

(as "Vendor") to purchase the property being:

Part 1 on Plan 54R-6135 all in the Dymond Township, District of Timiskaming.

(herein called the "Real Property") at the price of \$ \$8,867.18 payable 5% to the Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

This offer to Purchase shall be conditional upon the Purchaser entering into an agreement with the Vendor on or before closing, failing which this Offer to Purchaser shall be null and void and the deposit returned to the Purchaser without any reduction or interest. Only the Vendor may waive this condition at its option.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 30th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the

balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before March 31, 2020 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

H.S.T.

If this transaction is subject to Harmonized Sales Tax (HST) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such HST shall be in addition to and not included in the purchase price, and:

- (a) HST shall be collected and remitted by the Vendor in accordance with the applicable legislation; or
- (b) If applicable, the parties shall jointly execute an election pursuant to Act, such election to be filed by the Purchaser as required under the Act; or
- (c) If the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and its solicitor with proof of his/her HST registration number in a form reasonably satisfactory to the Vendor and its solicitor.

If this transaction is not subject to HST pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchase or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchase and his/her solicitor certifying that the transaction is not subject to HST.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

The Purchaser is required to pay the costs of registration and taxes for both parties documents.

Legal Fees

The Parties agree that the Purchaser will pay the Vendor's reasonable legal fees for the transaction.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Non- Refundable Deposit

The Purchaser and the Vendor acknowledge that a deposit in the amount of two hundred eighty-two dollars and fifty cents (\$282.50) has been paid to the Vendor by the Purchaser. The Purchaser agrees and acknowledges that this deposit shall be non-refundable in the event that the transaction does not close. The deposit shall be credited to the Purchaser on closing.

Road Closing By-Law

The Purchaser and the Vendor acknowledge and agree that a Stop Up and Road Closing By-Law is required as a condition of this transaction. The Purchaser agrees that he shall be fully responsible for the legal costs relating to the registration of the said By-Law. The Purchaser further agrees that he shall be fully responsible for the costs of obtaining the reference plan that shall be required as part of this said By-Law. The Purchaser and Vendor agree that this By-Law must be registered prior to closing and that the Closing Date may be extended as required to permit this.

Deeming By-Law

The Purchaser and the Vendor acknowledge and agree that the Vendor is required to pass a Deeming By-Law as part of the within transaction and that this Agreement shall be fully contingent upon the approval and passing of this said By-Law. The Purchaser agrees that he shall be fully responsible for the legal costs relating to the registration of the said By-Law. The Purchaser and Vendor further agree that the Closing Date for this transaction may be extended as required so that the said Deeming By-Law can be passed.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this _____ day of _____, 2020.

in the presence of:

Purchaser: **Mark & Carol Wilson**

Per: _____
Mark Wilson

Per: _____
Carol Wilson

Purchaser's Address:

Mark & Carol Wilson
P.O. Box 491
New Liskeard, Ontario
P0J 1P0

Attn.: Mark & Carol Wilson

We have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this _____ day of _____, 2020.

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

Mayor - Carman Kidd

Clerk - David B. Treen

Vendor's Address:

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

Attn.: David B. Treen, Clerk

We have authority to bind the Corporation.

Purchaser's Solicitor:

Kemp Pirie Crombeen
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: Paul Crombeen

Phone Number: (705) 647-7353

Vendor's Solicitor:

Evans, Bragagnolo & Sullivan LLP
P.O. Box 490
488 Ferguson Avenue
Haileybury, Ontario P0J 1K0
Attn: Lisa Neil

Phone Number: (705) 672-3338

The Corporation of the City of Temiskaming Shores

By-law No. 2020-020

Being a by-law to remove Part Lot Control from Parts of Block C and Lot 5, PL M79NB, Temiskaming Shores

Whereas under to Section 50(7) of the Planning Act, R.S.O. 1990 c.P.13, as amended, the council of a local municipality may by by-law provide that part-lot control does not apply to lands within a registered plan of subdivision or parts of them as are designated in the by-law;

And whereas 2373775 Ontario Inc. has submitted an application to the Corporation of the City of Temiskaming Shores to remove part lot control for a temporary period of time so as to permit the transfer of properties;

And whereas Council considered Administrative Report No. CS-006-2020 at the February 18, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter to remove part lot control for consideration at the February 18, 2020 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. Section 50(5) of the Planning Act does not apply to Part of PIN 61339-0129, Part of Block C PL M79NB, Parts 4,7,8,13 to 33, 37 to 39, PL 54R6121; and Part of PIN 61339-0127, Part of Lot 5, PL M79NB Parts 9 to 12, 45, PL 54R6121; Temiskaming Shores; District of Timiskaming.
2. The descriptions of the resulting lots are set out in Schedule 'A' to this By-law.
3. Pursuant to Section 50(7.3) of the Planning Act, this By-law shall expire on December 31, 2020 unless it shall have prior to that date been repealed or extended by the Council of the Corporation of the City of Temiskaming Shores.
4. This By-law shall not become effective until a certified copy or duplicate of the By-law has been registered in the proper Land Registry Office.
5. And Further that this By-law shall come into force and take effect upon the enactment thereof.

Read a first, second and third time and finally passed this 18th day of February 2020.

Mayor – Carman Kidd

Clerk – David B. Treen

101 Rivard Court - Pt Block C PL M79NB, Pts 37, 38, 39 PL 54R6121

104 Rivard Court - Pt Block C PL M79NB, Pt 4 PL 54R6121

107 Rivard Court - Pt Block C PL M79NB, Pts 31, 32, 33 PL 54R6121

109 Rivard Court - Pt Block C PL M79NB, Pts 28, 29, 30 PL 54R6121

111 Rivard Court - Pt Block C PL M79NB, Pts 25, 26, 27 PL 54R6121

113 Rivard Court - Pt Block C PL M79NB, Pts 22, 23, 24 PL 54R6121

114 Rivard Court - Pt Block C PL M79NB, Pt 7 PL 54R6121

115 Rivard Court - Pt Block C PL M79NB, Pts 19, 20, 21 PL 54R6121

116 Rivard Court - Pt Block C PL M79NB, Pt 8 PL 54R6121, Pt Lt 5 PL M79NB Pt 9
54R6121

117 Rivard Court - Pt Block C PL M79NB, Pts 16, 17, 18 PL 54R6121

119 Rivard Court - Pt Block C PL M79NB Pts 13, 14, 15 PL 54R6121, Pt LT 5 PL
M79NB Pts 10, 11, 12, 45 PL 54R6121

The Corporation of the City of Temiskaming Shores

By-law No. 2020-021

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 February 18, 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 it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **February 18, 2020** 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 18th day of February, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen