



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, March 24, 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 – March 10, 2020; and
- b) Special meeting of Council – March 16, 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) Cathie Brown, Senior Advisor – Association of Municipalities of Ontario

Re: Ontario's Flooding Strategy Released

Reference: Received for Information

- b) Brad Roach, CAO – Township of Tyendinaga

Re: Support – Peaceful conclusion to rail disruptions

Reference: Received for Information

- c) Honourable Caroline Mulroney, Minister – Ministry of Transportation

Re: 2019/2020 Provincial Gas Tax Program allocation - \$136,937

Reference: Motion to be presented under New Business

- d) Association of Municipalities of Ontario

Re: Queen's Park Update – COVID 19, Public Health Funding, Ontario Gas Tax, Housing Act, Community Care Act

Reference: Referred to Senior Staff

- e) Timothy Buhler, Technical Manager – Canadian Wood Council

Re: Support – Public Buildings - wood the first choice

Reference: Received for Information

- f) Doug Jelly, Chair – District of Timiskaming Social Services Administration Board (DTSSAB)

Re: Media Release – COVID-19

Reference: Received for Information

- g) James Franks, President – CUPE Local 5014

Re: Request – Lowering of Flags – National Day of Mourning – April 28, 2020

Reference: Received for Information

Draft Motion

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

11. Committees of Council – Community and Regional

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Recreation Services Committee meeting held on February 10, 2020

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Letter of Agreement – Provincial Gas Tax Allocation for 2020

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of correspondence from The Honourable Caroline Mulroney, Minister of Transportation in regards to the allocation of \$136,937 of Provincial Gas Tax funding; and

Further that Council directs staff to prepare the necessary by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation, under the Provincial Gas Tax Program for consideration at the March 24, 2020 Regular Council meeting.

b) Administrative Report No. CS-003-2020 – Site Plan Control Agreement – Jarlette 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 Jarlette Ltd. for Parts 1, 2 and 3 on Plan 54R-6138, Dymond Twp.; 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 Jarlette Ltd. for consideration during the by-law portion of the March 24, 2020 Regular Council meeting.

c) Property Tax Billing – Verbal Report

d) Delegation of Authority – Verbal Report

Draft Motion

Whereas the Province of Ontario enacted a Declaration of Emergency under Section 7.01 (1) of the Emergency Management and Civil Protection Act on March 17, 2020 in response to the COVID-19 Global Pandemic; and

Whereas the City of Temiskaming Shores has taken its own measures to help contain the spread of COVID-19; and

Whereas further decisions may be required to be made in an expedient manner in order to protect the health and safety of our residents.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby authorizes the following delegated powers to the Mayor and City Manager, or their respective designates, during the COVID-19 Pandemic Emergency:

1. General power to act in an expedient manner to address public health & safety matters;
2. The authority to close municipal facilities and/or limit municipal services;
3. The power to waive cancellation fees outlined in various municipal policies due to the closure of facilities/services; and
4. The authority to execute agreements for projects exceeding \$100,000 provided the projects are awarded in accordance with the Purchasing Policy and within the approved Capital Budget.

Further that the Mayor and City Manager hereby report back to Council all decisions and actions made under these delegated powers and the next Regular Meeting of Council.

e) Administrative Report No. CS-009-2020 – Lease Agreement – Dr. Phillip Smith

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report CS-009-2020; and

That directs staff to prepare the necessary by-law to authorize the lease

agreement with Dr. Phillip Smith for consideration at the March 24, 2020 Regular Council meeting.

f) Administrative Report No. CS-010-2020 – 2019 Annual Building and Statistics Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report CS-010-2020 more specifically Appendix 01 – 2019 Annual Report – Building Permit Fees; Appendix 02 – Building Permit Statistics Report 2015-2019 for information purposes; and

That Council directs staff to post the 2019 Annual Report - Building Permit Fees on the City's website, and to make the report available to persons or organizations in accordance with the Ontario Building Code Act.

g) Administrative Report No. CS-011-2020 – Land Sale – Portion of Lorrain Avenue – First Cobalt

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-011-2020; and

That Council authorizes staff to continue with a potential disposition of a portion of Lorrain Avenue in accordance with Land Disposition By-law No. 2015-160.

h) Administrative Report No. CS-012-2020 – Declared Emergency – Amendment to Procedural By-law No. 2008-160

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-012-2020; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2008-160 (Procedural By-law) to implement provisions under the *Municipal Emergency Act 2020* to permit continued Council operations during a declared emergency for consideration at the March 24, 2020 Regular Council meeting.

i) Administrative Report No. PW-008-2020 – Equipment Purchase - Truck Mounted Spray Patcher

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-008-2020; and

That Council directs staff to prepare the necessary by-law and agreement for the purchase of a 2014 Schwarze, Truck Mounted, RP6 Spray Patcher, from CUBEX Limited at a cost of \$258,000.00 plus applicable taxes for consideration at the March 24, 2020 Regular Council meeting.

j) Administrative Report No. PW-009-2020 – 2020 Roads Assessment Survey – Streetscan Service & Software Access

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-009-2020, more specifically Appendix 01 - Streetscan Road Assessment Proposal;

That Council directs staff to prepare the necessary By-law to enter into an Agreement with StreetScan Canada ULC for the completion of the Roads Assessment Survey and Data Collection for all bituminous treated roads in Temiskaming Shores in 2020 as well as access to Streetlogix software for the period of January 1st, 2021 to December 31st, 2022; and

That Council for the City of Temiskaming Shores commits up to \$30,000 from its 2020 Public Works Operating Budget towards the cost of this initiative.

k) Administrative Report No. RS-002-2020 – Municipal Ice Booking Policy

Draft Motion

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

That Council directs staff to repeal By-law No. 2012-082 being a bylaw to adopt an Arena Ice Booking Policy and to prepare the necessary by-law to adopt the Municipal Arena Ice Booking Policy for consideration at the March 24, 2020 Regular Council meeting.

l) Administrative Report No. RS-003-2020 – Recreation Cancellation and Refund Policy

Draft Motion

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

That Council directs staff to prepare the necessary by-law to adopt a Recreation Department Cancellation & Refund Policy for consideration at the March 24, 2020 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-062 by removing all provisions in regards to recreational cancellations and refunds for consideration at the March 24, 2020 Regular Council meeting.

m) Administrative Report No. RS-004-2020 – EDSC Accessibility Funding Agreement – Upgrades to Don Shepherdson Memorial Arena

Draft Motion

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

That Council directs staff to prepare the necessary by-law to enter into a funding agreement with the Minister of Employment and Social Development in the amount of \$100,000 for accessibility improvements to the Don Shepherdson Memorial Arena for consideration March 24, 2020 Regular 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 Jarlette Ltd. for Parts 1, 2 and 3 on Plan 54R-6138, Dymond Twp. 144 Drive in Theatre Road, Temiskaming Shores

- By-law No. 2020-027 Being a by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario related to funding provided by the Province under the Dedicated Gas Tax Funds for Public Transportation Program - 2020
- By-law No. 2020-028 Being a by-law to enter into an agreement with Cubex Limit for the purchase of a 2014 Peterbilt Road Spray Patcher for the City of Temiskaming Shores
- By-law No. 2020-029 Being a by-law to authorize the entering into a Lease Agreement with Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre (Rooms 223, 225 and 227)
- By-law No. 2020-030 Being a by-law to enter into an agreement with StreetScan Canada ULC to perform a Roads Assessment for the City of Temiskaming Shores
- By-law No. 2020-031 Being a by-law to adopt a Municipal Ice Booking Policy for the City of Temiskaming Shores
- By-law No. 2020-032 Being a by-law to adopt a Recreation Cancellation and Refund Policy for the City of Temiskaming Shores
- By-law No. 2020-033 Being a by-law to amend By-law No. 2012-062 being a by-law to adopt an Accounts Receivable Policy to remove provisions related to recreational cancellations and refunds
- By-law No. 2020-034 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena – Project No. 1591799

By-law No. 2020-035 Being a by-law to amend By-law No. 2008-160 (Procedural By-law) to implement provisions under the *Municipal Emergency Act, 2020*

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that

By-law No. 2020-015;

By-law No. 2020-027;

By-law No. 2020-028;

By-law No. 2020-029;

By-law No. 2020-030;

By-law No. 2020-031;

By-law No. 2020-032;

By-law No. 2020-033;

By-law No. 2020-034; and

By-law No. 2020-035

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, April 7, 2020 at 6:00 p.m.

b) Regular – Tuesday, April 21, 2020 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2020-036 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **March 16, 2020** and its Regular meeting held on **March 24, 2020** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2020-036 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.

Mayor – Carman Kidd

Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Tuesday, March 10, 2020
6:00 P.M.**

City Hall – Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

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

2. Roll Call

Council: Deputy Mayor Mike McArthur; Councillors Jesse Foley (6:10 p.m.),
Patricia Hewitt, Jeff Laferriere and Danny Whalen

Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Mathew Bahm, Director of Recreation
Tim Uttley, Fire Chief

Regrets: Mayor Carman Kidd and Councillor Doug Jelly

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

Members of the Public Present: 4

3. Review of Revisions or Deletions to Agenda

None.

4. Approval of Agenda

Resolution No. 2020-160

Moved by: Councillor Laferriere
Seconded by: Councillor Whalen

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. 2020-161

Moved by: Councillor Whalen
Seconded by: Councillor Hewitt

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

- a) Regular meeting of Council – February 18, 2020; and
- b) Special meeting of Council – February 27, 2020.

Carried

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

None.

8. Question and Answer Period

Tom Aitcheson - Resident

Mr. Aitcheson inquired as to the process to have the City consider the installation of accessible parking spots. Mr. Aitcheson is of the opinion that accessible parking spots should be considered on Paget Street adjacent to Telus Mobility and a second spot at the west side of Armstrong adjacent to the CIBC and Ambers.

City Manager, Chris Oslund responded that such requests should be directed to the Accessibility Advisory Committee and outlined that they will be reviewing accessible parking spaces in the City in 2020. Chris indicated that the two locations would be provided to the Accessibility Advisory Committee for consideration.

9. Presentations / Delegations

None.

10. Communications

- a) Eryn Brown, Communication Services Officer – Hydro One

Re: Class EA – Wood Pole Replacement program

Reference: Received for Information

- b) Lois Perry, Chair – Temiskaming Municipal Association

Re: Support – Enhanced Level of Service on Highway 11

Reference: Motion to be presented under New Business

- c) Michael Jacek, Senior Advisor – Association of Municipalities Ontario

Re: Update – Ontario Works Programs

Reference: Received for Information

- d) Douglas Browne, Chief of Emergency Management Ontario – Ministry of the Solicitor General

Re: Confirmation – City compliant with Emergency Management and Civil Protection Act (EMCPA)

Reference: Received for Information

- e) Doug Jelly, Chair – District of Timiskaming Social Services Administration Board

Re: 2020 Budget, 2020 Apportionment, Municipal Billings 2020

Reference: Referred to the Treasurer

f) Cathie Brown, Senior Advisor – Association of Municipalities Ontario

Re: Development Charge Regulatory Proposal – Provincial Policy Statement

Reference: Received for Information

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

Re: Provincial Policy Statement 2020

Reference: Received for Information

h) Dick Farrow, President – Little Claybelt Homesteaders Museum

Re: Request for Financial Support

Reference: Referred to the Treasurer

Resolution No. 2020-162

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2020-163

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

a) Minutes of the Temiskaming Municipal Association Executive meeting held on January 23, 2020; and

- b) Minutes of the Temiskaming Municipal Association meeting held on January 30, 2020.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2020-164

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

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

- a) Minutes of the Recreation Services Committee meeting held on January 20, 2020.

Carried

13. Reports by Members of Council

Councillor Hewitt report on the following:

- Outdoor Adventure Show: Attended the show in Toronto as a business owner and it was special to see the individuals that came to the Northern booth. A lot of groups are looking for remote resorts with unique features and the north is starting to make its mark.
- Come North: Event was held in Temiskaming Shores and on the first day there was a huge representation from the indigenous community, part of their message was that if you want to support immigration you have to support the indigenous. There were over 120 registrants from across Northeastern Ontario representing municipalities, education, service sector as well as the Northern Policy Institute.
- PDAC: There were over 23,000 attendees from over 120 Countries with 110 Northern Ontario supplies at the Northern Pavilion and over 1,300 guests at the Northern Ontario night event at the Steam Whistle. The networking that took place and representatives from the northeast was phenomenal. Mayor Kidd should be congratulated on his commitment to the event.

Deputy Mayor McArthur reported on the following:

- Village Noel: Attended appreciation night (February 19/20) for the organizing committee, sponsors and volunteers.

- Contractor's Night: Attended event held at Riverside Place March 5th. It was an open invitation to local contractors with over 70 in attendance. The CBO (Clayton Seymour) provided an overview of Building Code changes.

14. Notice of Motions

None.

15. New Business

a) Support – Bill 156 *Security from Trespass and Protecting Food Safety Act*

Resolution No. 2020-165

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Whereas the Government of Ontario is considering Bill 156 *Security from Trespass and Protecting Food Safety Act, 2019*; and

Whereas Bill 156 is intended to protect farms, farm operations, and food safety and security by addressing unwanted trespassing; and

Whereas Ontario farmers are increasingly under threat of unwanted trespassers who are illegally entering property, barns and buildings, and affecting the safety of drivers of motor vehicles transporting farm animals which threatens the health and safety of the farm, employees, livestock and crops; and

Whereas additional protection for the agri-food industry to protect the security of the food chain, the farm owners, family and employees is the purpose of the *Security from Trespass and Protecting Food Safety Act, 2019*; and

Whereas the Temiskaming Federation of Agriculture (TFA) represents the voice of agriculture in the Timiskaming District and advocates on behalf its farm family members.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the TFA and petitions the Province of Ontario to adopt the proposed legislation, namely Bill 156 *Security from Trespass and Protecting Food and Safety Act*, as an important way to keep our farm and food supply safer for all Ontarians.

Furthermore, that a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario; the Honourable Ernie Hardeman, Minister of

Agriculture, Food and Rural Affairs; the Honourable Steve Clark, Minister of Municipal Affairs and Housing; John Vanthof, MPP Timiskaming-Cochrane; the Federation of Northern Ontario Municipalities; and the Temiskaming Federation of Agriculture.

Carried

b) Support – Enhanced Level of Service on Highway 11

Resolution No. 2020-166

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Whereas member municipalities of the Temiskaming Municipal Association have been pressing the provincial government to enforce public safety and reduce the horrendous amount of accidents on Highway 11 by increasing winter maintenance on said highway; and

Whereas a Level One Highway Maintenance Program could be achieved in Northern Ontario by lowering the circuit times for snow plows to 1.6 hours with the addition of more snow plows.

Now therefore be it resolved that the City of Temiskaming Shores, as a member of the Temiskaming Municipal Association, hereby petitions the Ministry of Transportation to enhance the level of service on Highway 11 by lowering the circuit times of the snow plow and combination plow/sander unit routes to 1.6 hours or Level One; and

Further that a copy of this resolution be forwarded to the Honourable Caroline Mulroney, Minister of Transportation and the Temiskaming Municipal Association.

Carried

c) Support – Broadband Internet Infrastructure Development in Northeastern Ontario

Resolution No. 2020-167

Moved by: Councillor Whalen
Seconded by: Councillor Hewitt

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 Temiskaming Shores believes 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 publicly 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 areas; 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;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports NEOnet leading a steering committee with representation from various municipalities and FONOM and that NEOnet work with this committee during the period of analysis, funding application and any subsequent RFP engagement; and

Further that a copy of this resolution be sent to the Town of Temagami.

Carried

d) Treasurer's 2019 – Statement of Remuneration

Resolution No. 2020-168

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Whereas Section 284 (1) of the Municipal Act, 2001 states that the Treasurer of a municipality shall in each year, on or before March 31, provide to the Council of the municipality an itemized statement of remuneration and expenses paid in the previous year to each member of Council and to each person, other than a member of Council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

Now therefore be it resolved that Council acknowledges receipt of the 2019 Statement of Remuneration and Expenses as submitted by the Treasurer.

Carried

e) Administrative Report No. CS-007-2020 – Appointment of Board Members - Temiskaming Shores Public Library Board

Resolution No. 2020-169

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report CS-007-2020;

That Council agrees to rescind the appointments of Donald Bisson and Anna Turner to the Temiskaming Shores Public Library Board due to the fact Hudson Township has opted to discontinue their contract with the Library Board thereby making residents of Hudson Township ineligible to serve on the Board;

That Council directs staff to prepare the necessary amendment to By-law 2019-018 (Appointment of Community Representatives to various Committees and Boards for the 2019-2022 Term of Council) for consideration at the March 24, 2020 Regular Council meeting; and

That Council directs staff to advertise for applications to fill the vacate Library Board positions.

Carried

f) Administrative Report No. PPP-004-2020 – Fire Station Site Selection

Resolution No. 2020-170

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report PPP-004-2020; and

That Council approves 30 Rorke Avenue (Roll No. 54-18-030-012-086.00) as the site selection for the construction of the new fire station.

Carried

g) Memo No. 004-2020-PW – Transfer to Landfill Reserve Increase

Resolution No. 2020-171

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

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

That Council approves the transfer of \$94,576 to the Landfill Reserve.

Carried

h) Administrative Report No. PW-004-2020 – Annual Compliance and Summary Water Reports

Resolution No. 2020-172

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-004-2020, more specifically Appendices 01 and 02 being the 2019 Annual Compliance and Summary Reports for the water systems within the municipality in accordance to Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act;

That Council hereby directs staff:

- To place the 2019 Annual Compliance and Summary Reports in the Water System Binders located at the municipal office (325 Farr Dr.);
- To post the reports on the municipal website;
- To place an ad in the community bulletin and the City's Facebook page notifying the public of the availability of these reports for public review; and

That Council further directs staff to forward a copy of Administrative Report PW-004-2020 to the Ministry of Environment and Climate Change, Safe Drinking Water Branch – North Bay for their records.

Carried

i) Administrative Report No. PW-005-2020 – 2020 Orange Drop Event

Resolution No. 2020-173

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

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

That Council directs staff to prepare the necessary amendment to By-law 2016-018 to extend the agreement with Drain-All Ltd. Allowing for the provisions of collection and disposal services for the Orange Drop Event on June 6, 2020 for consideration at the March 10, 2020 Regular Council meeting.

Carried

j) Administrative Report No. PW-006-2020 – Textile Diversion Pilot Program

Resolution No. 2020-174

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

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

That Council directs staff to prepare the necessary By-law to enter into an agreement with Talize Inc./Recycling Rewards for textile collection services for consideration at the March 10, 2020 Regular Council meeting.

Carried

k) Memo 003-2020-RS – Sponsorship – Temiskaming Shores Minor Hockey Association – Frog’s Breath Application

Resolution No. 2020-175

Moved by: Councillor Hewitt
Seconded by: Councillor Laferriere

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

Whereas the Temiskaming Shores Minor Hockey Association (TSMHA) has applied for funding to the Frog’s Breath Foundation in the amount of \$20,000 to assist with the purchase of replacement jerseys; and

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

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Temiskaming Shores Minor Hockey Association's funding application to the Frog's Breath Foundation.

Carried

16. By-laws

Resolution No. 2020-176

Moved by: Councillor Foley
Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2020-022 Being a by-law to amend By-law No. 2016-018 (Agreement with Drain-All Ltd. as Registered Transporter for the City's Municipal Hazardous & Special Waste) – 2020 Orange Drop Collection Event

By-law No. 2020-023 Being a by-law to to enter into an agreement with Talize Inc. / Recycling Rewards for the provision of Textile Diversion Services for 2020

be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-177

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that

By-law No. 2020-022; and

By-law No. 2020-023

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, March 24, 2020 at 6:00 p.m.
- b) Regular – Tuesday, April 7, 2020 at 6:00 p.m.

18. Question and Answer Period

Fire Chief Tim Uttley spoke to item 10 d) letter from Emergency Management Ontario. Tim commented that this is the sixteenth year that Temiskaming Shores has been compliant with the Act, largely due to the involvement the Emergency Management Committee has in the community. In conclusion Tim thanked everyone on the Committee as well as the support from Council.

19. Close Session

None.

20. Confirming By-law

Resolution No. 2020-178

Moved by: Councillor Laferriere
Seconded by: Councillor Foley

Be it resolved that By-law No. 2020-024 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **February 27, 2020** and its Regular meeting held on **March 10, 2020** be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-179

Moved by: Councillor Whalen
Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2020-024 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. **Adjournment**

Resolution No. 2020-180

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that City Council adjourns at 6:51 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Monday, March 16, 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 Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Shelly Zubyck, Director of Corporate Services

Regrets: Councillors Patricia Hewitt and Jesse Foley

Media: Bill Buchberger, CJTT 104.5 FM

Members of the Public Present: 0

3. Approval of Agenda

Resolution No. 2020-181

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2020-182

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None.

6. New Business

a) Administrative Report No. PW-007-2020 – Equipment Rental – Spring Ditching

Resolution No. 2020-183

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-007-2020, more particularly Appendix 01 Opening Results Appendix 02 Draft Agreement;

That as outlined in By-law No. 2017-015, Procurement Policy, Section 10.3, Request for Tenders and Section 6.0 Approval Authority, Council acknowledges the award of the Equipment Rental – Excavator for Snow Ditching contract to *Demora Construction Services Inc.* at the rate of \$99.00 per hour plus HST and a fee of \$650.00 plus HST for 4 float moves in each designated area; and

That Council directs Staff to prepare the necessary by-law and agreement for the said contract for Council’s consideration at the March 16, 2020 Special Council meeting.

Carried

b) COVID Update

City Manager, Chris Oslund outlined that staff has made some decisions that typically would not have been made without prior consultation with Council. Based on the information that was provided it was felt prudent to act right away. Chris outlined that he has had meetings with staff since Friday (March 13) with a message of “No need to panic, but also no need to be reckless”, thus decisions so far are meant to support the Federal, Provincial and other agencies to flatten out the curve and make sure the health care system is going to be able to address the needs of everyone once the virus (COVID 19) does effect this area.

Health experts are indicating that the virus will, at some point affect this area, it is just a matter of time. This allows the City some time to prepare and take some proactive measures. The following decisions have been made without the benefit of Council discussion or approval; all municipal facilities have been closed as of today with the exception of the City Hall and the Haileybury Medical Centre with restricted public access to the Public Works Complex (200 Lakeshore Rd. N.) and Fire Services (181 Drive-In Theatre Rd.). Additional cleaning has been imposed at both City Hall and the Medical Centre, POA Court has been cancelled until further notice. All hall bookings have been cancelled and full refunds will be issued and will not be taking any bookings between now and May 30, 2020 which will be evaluated on a go forward basis. Pool Fitness memberships will be extended the same length of time that the facility is closed, all city staff have been advised that all travel (conferences, workshops) have been cancelled and that the Northeastern Ontario Fire Conference has also been cancelled.

Although core services are provided at those facilities that have been shut down, staff has identified the essential services that would need to continue which include Water/Wastewater (contract), public transit (contract) garbage/recycling collection (contract) and Winter Operations (Public Works). The various contractors have been contacted with the objective of determining any contingency plans in place in the event that their services becomes interrupted (workers becoming sick) as well as any Force Majeure clauses within the associated contracts. In essence it means that if there are any circumstances beyond the contractors control they can relieve themselves from the contractual responsibilities without penalty. Therefore the City needs a good understanding if they intend to utilize the clause and what type of notice they would be providing.

In regards to public transit, the position that has been taken is that there are a lot of retail workers that rely on public transit in order to get to work or to get to medical appointments or get to the various retailers. The objective is to keep the transit operational for as long as practical from a Risk Management perspective. Cleaning has been increased on the transit especially with the various touch points and are also encouraging and reinforcing the messaging

from the Ministry of Health from a good hygiene perspective. Transit will continue to be monitored. Bus passes, with the closer of the PFC, are only available at City Hall, however are looking for a potential outlet in New Liskeard as there was high traffic at the PFC. Photo ID will also be extended.

Face to face management meetings have been suspended, alternative forms for meeting will be explored (teleconferencing, etc.) as well as with outside agencies with the objective of practicing social distancing. Council meetings may become an issue and asked that Council consider potential options as there is nothing in the procedural by-law dealing with any type of pandemic event or participation in electronic meetings. Some Councils are continuing to meet, however have eliminate delegations, question and answer, live streaming such that public still has access. Chris is seeking input from Council on Council meetings.

Councillor Whalen indicated that perhaps meetings could be reduced to once a month and abilities for staff to make provisions in regards to meetings without Council approval. Chris responded that perhaps authorizations could be provided through a delegation of power by-law on a temporary basis based on the circumstances.

Councillor Laferriere outlined support for the decision made to date and with technology available perhaps Council could meet virtually and vote electronically. Chris responded, without referring to the Municipal Act directly, Council members may participate in meetings remotely, but are prohibited from participating in Closed Session meetings remotely. It was noted that based on the circumstances (COVID-19) municipalities and the Province will be forced to do things differently – more electronically.

Chris outlined that staff will review some potential delegation of authority and amendments to the procedural by-law for consideration at the March 24, 2020 Regular Council meeting.

Director of Recreation, Matt Bahm indicated that with the closure of facilities recreation has moved up spring maintenance, staff will be removing ice from both arenas as well as a more in-depth deep cleaning of those facilities (rental halls, gym equipment, seats, tables, etc.). Staff will begin getting summer equipment ready. Staff at the Pool Fitness Centre again will look at an increased cleaning protocol, draining of the pool and release of an RFQ for the re-grouting while time permits. Files will be purged, review online client lists and remove or consolidate records as necessary. Matt concluded by indicating that communication with the various user groups has been nothing but positive.

Mayor Kidd thanked staff for the update.

7. **By-laws**

Resolution No. 2020-184

Moved by: Councillor Jelly
Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2020-025 Being a by-law to enter into an agreement with Demora Construction Inc. for the Rental of a Track Mounted Excavator within the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Carried

Resolution No. 2020-185

Moved by: Councillor Laferriere
Seconded by: Councillor McArthur

Be it resolved that By-law No. 2020-025 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

8. **Closed Session**

Resolution No. 2020-186

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 6:55 p.m. to discuss the following matters:

- a) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations or employee negotiations – HR Update;**

Carried

Resolution No. 2020-187

Moved by: Councillor Laferriere
Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report from Closed Session at 7:17 p.m.

Carried

Matters from Closed Session:

- a) **Under Section 239 (2) (b) of the Municipal Act, 2001 – Labour Relations or Employee negotiations – HR Update**

Council provided direction to staff in Closed Session.

9. Adjournment

Resolution No. 2020-188

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 7:18 p.m.

Mayor – Carman Kidd

Clerk – David B. Treen

March 10, 2020

Ontario's Flooding Strategy Released

The Ministry of Natural Resources and Forestry has released [Ontario's Flooding Strategy](#). There are five key areas for action:

- 1) Understanding Flood Risks,
- 2) Strengthening Governance of Flood Risks,
- 3) Enhanced Flood Preparedness,
- 4) Enhance flood response and recovery,
- 5) Invest in Flood Risk Reduction.

Municipal governments can welcome this commitment to enhance mapping and increase public awareness by creating a public education program. There is clear direction that all governments and conservation authorities need to work in greater collaboration. This will include clarifying responsibilities and working groups to tackle specific issues.

A strong investment in science based, defensible data is planned in an effort to improve flooding information. This is not only for mapping but also to improve forecasting and warning systems. The province will be reviewing a large number of regulations and technical guidelines to update them to better reflect recent flooding experiences and climate change projections. As well there is a commitment from the province to enhance flood forecasting in a number of ways including working with the Federal Government. This in turn will improve public warning information.

Of specific interest to municipal governments are the action items pertaining to land use planning decisions and infrastructure. Reliance on structures to mitigate flood hazards has not been as successful as originally intended. As a result, municipalities are called on to evaluate approaches and standards. This will include maintaining wetlands, increasing permeable surfaces, enhancing resiliency through building infrastructure in anticipation of extreme weather events, and stormwater / wastewater management and reporting.

Many of these actions will impact conservation authorities in terms of their role in mapping, the planning process, monitoring, forecasting and support of emergency management activities. Conservation Authorities could be called on to strengthen the use of hazard regulations under Section 28.

Agricultural and rural drainage may also see revisions to standards.

The strategy speaks to land owners' responsibilities and is supportive of the federal government developing a new low-cost national flood insurance program to protect homeowners at high risk of flooding and to develop a national action plan to assist homeowners with potential relocation for those at the highest risk of repeat flooding. There is a commitment to enhance emergency response by implementing Auditor General recommendations, and review the Disaster

Recovery Assistance program. Specific actions are reviewing the build back better pilot, providing clarity on the eligibility of waste management costs, and reviewing program responsiveness.

Finally, there is discussion of better leveraging the existing Ontario Community Infrastructure Fund (OCIF) and Ontario's Asset Management Planning regulations to account for flooding and climate adaptation needs; funding for flooding infrastructure projects through the recent Green Infrastructure Stream intake; Conservation Authority Water Erosion Control Infrastructure (WECI) funds for dam investments; continued funding for core activities of Conservation Authorities; support from federal funding programs and encouraging the use of Local Improvement Charges for shoreline revetment.

Overall, this report will require municipal governments:

- to alter practices for where or under what circumstances development is allowed, including avoiding hazard lands and an emphasis on low impact development.
- to alter expectations of developers to better manage stormwater, maintain wetlands, increase permeable surfaces and require low impact development.
- to be more stringent with development. There will be some developments that may not be able to proceed which may result in some landowners being frustrated.
- to evaluate storm and wastewater management. There may be some costs (depending on how infrastructure funding is provided) to upgrading existing and up sizing future infrastructure designed to manage waste and storm water. Sewer overflow reporting will also require municipal attention.

With any change in approach or standards, there can be time lags which translate into costs. While the document points to municipal governments as the lynchpin in addressing flooding, it does not seem to require new unfunded mandates. The Strategy does however add pressure to an already challenging infrastructure funding environment where demand far outstrips available funds.

AMO continues to call for additional, dedicated federal and provincial funding for flooding infrastructure to help municipalities adapt to our changing climate. AMO staff will continue to monitor the ways in which this strategy is implemented.

AMO Contact:

Cathie Brown, Senior Advisor

March 3, 2020

Re: New Business- Motion of Support for a peaceful conclusion to the ongoing rail disruptions and encouragement for ongoing discussions for a solution to the Costal GasLink Project.

At its meeting of March 2, 2020, the Council of the Corporation of the Township of Tyendinaga ratified a motion, regarding the support for a peaceful conclusion to the ongoing rail disruptions and encouragement to find a path a peaceful solution regarding the Costal GasLink Project.

“WHEREAS the dispute regarding the Coastal Gas Link Project in British Columbia is continuing;

AND WHEREAS the dispute has directly affected both the Township of Tyendinaga and the Mohawks of the Bay of Quinte;

AND WHEREAS a resolution of the situation lies in discussion and negotiations with the appropriate parties;

NOWTHEREFORE the Corporation of the Township of Tyendinaga calls on those parties to work together to find a successful and peaceful resolution of the pipeline matter as quickly as possible;

AND FINALLY that the Township urges all municipalities and municipal organizations across the Country to support the parties involved in their search for a resolution of this critically important matter.”

Best Regards,



Brad Roach

CAO (Chief Administrative Officer)

Clerk-Treasurer

The Corporation of the Township of Tyendinaga

859 Melrose Road, Shannonville, ON, K0K 3A0

(613) 396-1944 | clerk@tyendinagatownship.com

www.tyendinagatownship.com

**Ministry of
Transportation**

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

**Ministère des
Transports**

Bureau de la ministre

777, rue Bay, 5^e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports



MAR 12 2020

Mayor Carman Kidd
City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury ON P0J 1K0

Dear Mayor Kidd:

I am pleased to announce the launch of the 2019/2020 Gas Tax Program and to advise you of your funding allocation.

Our government is committed to working with municipalities to improve Ontario's transportation network and support economic growth. Investing in transit will reduce traffic congestion, create jobs and help businesses to develop and prosper.

The City of Temiskaming Shores will be eligible to receive an allocation of \$136,937 for this program year.

In the coming days we will be forwarding the electronic versions of your Letter of Agreement, along with program guidelines, reporting forms and the Canadian Content for Transit Vehicle Procurement policy to the primary contact at the City of Temiskaming Shores.

Please return a scanned copy of the signed Letter of Agreement in pdf format, the required supporting by-law (if applicable) and the 2019 Reporting Forms to **MTO-PGT@ontario.ca**.

The City of Temiskaming Shores currently provides a public transit service that includes service to, and receives financial contributions from, the Town of Colbalt.

As your municipality is the host for the provision of this joint service, we therefore request that your supporting Council by-law confirm that your municipality is continuing to act as the host for the other supporting municipalities.

In the 2019 Budget, the province committed to reviewing the current program, in consultation with municipalities, to identify opportunities for improvement. This review is informed by the goals of responsible planning and a more sustainable government to ensure taxpayer dollars are being spent as effectively as possible.

Following a careful consideration of municipal and transit stakeholder feedback, the ministry has implemented two changes that were identified as areas for improvement to the 2019/2020 program:

- The baseline spending requirement has been removed. This will allow municipalities with declining ridership/expenditures and declining fare revenues to use their Gas Tax funding where they were previously unable to do so.
- Municipalities are now permitted to submit a scanned copy of the municipal by-law instead of a certified copy. This will expedite the flow of funding and will reduce the administrative burden to municipalities.

Additional changes to the Gas Tax Program are being considered and are anticipated to be announced in 2020 for the 2020-2021 program year and beyond.

If you have any questions regarding the program, please contact Anita Hooper, Director, Strategic Investments & Programs Branch, at (416) 585-7637.

Sincerely,



Caroline Mulroney
Minister of Transportation

- c. John Vanthof, MPP, Timiskaming—Cochrane
His Worship George Othmer, Mayor, Town of Cobalt

March 13, 2020

Queen's Park Update – Much Activity and New Legislation of Municipal Interest

COVID-19 Update

The COVID-19 outbreak continues to evolve in Ontario and globally. It is a dynamic situation and the Ontario government is updating its coronavirus website twice daily. For the most up-to-date and accurate information about coronavirus in Ontario, please use this [Government of Ontario site](#) and work with your local public health unit for best available information and required local action. AMO will continue to monitor the situation as we can (see [COVID-19 Resources](#)) and may provide updates to municipal governments if requested by the Province.

Extension of Public Health Mitigation Funding to 2021

Linked with yesterday's provincial announcement on enhanced COVID-19 measures, was notice that Ontario is extending the one-time 2020 mitigation funding of 10% to 2021. This is in recognition of the resources need of public health units to be able to respond to COVID-19 and to keep the 2021 funding at the same level of 2020 funding. This funding is in addition to yesterday's announcement of up to a \$100M COVID-19 Contingency Fund. Further details on this public health funding are expected.

AMO Contact: Monika Turner, Director of Policy, mturner@amo.on.ca.

2019-20 Ontario Gas Tax for Transit Allocations Announced

On Thursday, March 12, 2020 the Honourable Caroline Mulroney, Minister of Transportation [announced](#) the 2019-20 Ontario Gas Tax for Transit Fund Allocations. The Fund will provide \$365.3 million to [111](#) municipal governments. Last year, the Ontario Gas Tax for Transit provided \$364 million to 107 municipal governments. Along with the announcement of the Ontario Community Infrastructure Fund (OCIF)

allocation of \$200 million for municipal infrastructure on January 17, 2020, Ontario has provided \$565 million in provincial infrastructure funding to municipalities this year.

The Ontario Gas Tax for Transit supports investments in municipal transit capital and operations, providing 2 cents/litre of gas sold in Ontario. In addition to the funding allocations, the Minister announced adjustments to the program including the elimination of the minimum spend threshold to allow smaller municipalities with transit to access funds; acceptance of scanned documents; and access of regional governments to funding unused by lower-tier municipalities in their region to ensure the funding does not go unspent. Municipal council members should contact their transit managers for more information on their allocations and priorities.

AMO Contact: Craig Reid, Senior Advisor, creid@amo.on.ca.

Bill 184, *Protecting Tenants and Strengthening Community Housing Act, 2020*

Status: First Reading Carried

This Act amends three pieces of legislation related to the Ontario Building Code, community housing, and landlord-tenant relations. It also introduces legislation to repeal an existing act maintaining the Ontario Mortgage and Housing Corporation (OMHC).

The *Housing Services Act, 2011* would be amended. A new legislative framework is timely and necessary. Further analysis will determine how the changes will ensure the long-term viability and sustainability of the community housing system. AMO will continue to work with the government to propose to find solutions that make sense for families, local communities, and the Province.

As well, the Act would amend the *Residential Tenancies Act, 2006* in various ways. AMO's position is that the government needs to balance interests to both encourage landlords to create new rental housing supply and also to protect tenants at the same time.

Further, the *Ontario Mortgage Housing Corporation Repeal Act, 2020* is enacted. It would dissolve the Ontario Mortgage Housing Corporation and transfer its assets, liabilities, rights, and obligations to the Crown. An analysis of the impact of this transfer of functions from the OMHC to the Ministry of Municipal Affairs and Housing is underway.

The proposed amendments to the *Building Code Act, 1992* would allow the government to establish a not-for-profit corporation as a future administrative authority (AA) which would streamline and modernize building delivery services. At this time, the Province has not identified the services that the AA may provide in the future and

has clarified that they will not be moving forward with the use of certified professionals. The Province will consult with partners and stakeholders, including AMO, to further define the AA's accountability and governance requirements, the AA's funding model, and the services that they may be responsible for delivering.

More information about the proposed Bill 184 [legislation](#) is found on the government website including the Ontario Newsroom [release](#).

AMO Contact on Housing: Michael Jacek, Senior Advisor, mjacek@amo.on.ca.

AMO Contact on Building Code:

Masi Naserie, Policy Advisor, mnaserie@amo.on.ca.

Bill 175, *Connecting People to Home and Community Care Act, 2020*

Legislative Status: Passed Second Reading, referred to Standing Committee on Social Policy

The Ministry is seeking to modernize home and community care through new legislation and regulations. If passed, the legislation will allow Ontario Health Teams to deliver new models of home and community care. Regulations have been posted concurrently for public comment until April 14. AMO is planning to make a submission to the Standing Committee and respond to the regulatory posting based on the advice of AMO's Health Task Force and with approval from the Board at its March meeting. More information about the proposed [legislation](#) and [regulations](#) is found on the government website including the Ontario Newsroom [release](#).

AMO Contact: Michael Jacek, Senior Advisor

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

To the Mayor and City Council,

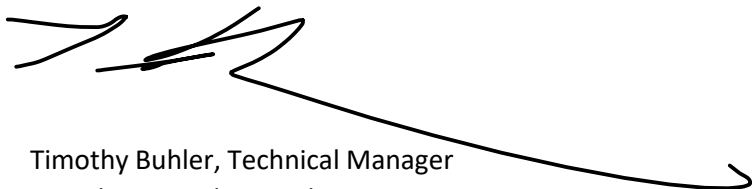
Most of us live in a timber framed home, in fact most residential construction is wood. However, many public and commercial buildings are not, though nothing in building code prohibits this type of construction. Canadian Wood Council with the Wood *WORKS!* Program have been working diligently to create a wood culture in the built environment.

Temiskaming Shores sits in the heart of Ontario's 71.1M hectares of forest and is a city committed to the forest industry. This \$16+ billion-dollar industry supports over 155 000 direct and indirect jobs in our province. A world leader in forestry practices, Ontario planted 71.4 M+ trees in 2017. In fact of the 27.7M hectares of Crown managed forests, only 0.1M are harvested annually (0.5%).

Climate change is a problem that is being relabeled as a climate crisis around the world. Green house gas emissions are at all time highs, and a significant percentage of that is produced from construction. Timber tackles climate change in a way no other material does. Wood is created from solar energy, and only a small quantity of energy is required to convert it into products. As trees grow, they pull carbon dioxide out of the atmosphere and store the carbon in their fibre and release oxygen. The forests therefore become vast sinks for atmospheric carbon. Recycling and reuse of wood extends the carbon storage period.

Municipalities in Canada have adopted resolutions, bylaws, charters or similar action to make wood the first choice for public buildings. It is our suggestion that Temiskaming Shores consider adopting the draft resolution that is attached. The Canadian Wood Council thanks you for your ongoing support of the forestry industry!

Sincerely,



Timothy Buhler, Technical Manager
Canadian Wood Council

Whereas most residential construction is made from wood, however, many public and commercial buildings do not use wood as the primary material although nothing in building code prohibits this type of construction; and

Whereas the Canadian Wood Council through the Wood *WORKS!* Program have been working diligently to create a wood culture in the built environment; and

Whereas Temiskaming Shores sits in the heart of Ontario's 71.1M hectares of forest and is a city committed to the support of over 155,000 direct and indirect forestry jobs in the Province of Ontario; and

Whereas this \$16+ billion-dollar industry is a world leader in forestry practices including the planting of 71.4 M+ trees in 2017 while only harvesting 0.1M hectares (0.5%) of the 27.7M hectares of Crown managed forests annually; and

Whereas Climate is being relabeled as a climate crisis around the world, Green house gas emissions are at all time highs, and a significant percentage of that is produced from construction; and

Whereas wood is created from solar energy, and only a small quantity of energy is required to convert it into products, thus the recycling and reuse of wood extends the carbon storage period.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports wood as the first choice for public building construction.



Media Release

March 17, 2020

FOR IMMEDIATE RELEASE

Timiskaming Social Services Responds to the COVID-19 Pandemic

Please be advised that due to the serious nature of the COVID-19 Pandemic, the District of Timiskaming Social Services Administration Board (DTSSAB) is taking the following measures. We are looking at all reasonable options to continue to provide essential services to the individuals and employees we support.

Effective immediately ONLY essential core services will continue. These include:

- Issuing social assistance payments. Payments will not be disrupted but recipients are encouraged to set up direct bank deposit if they haven't already done so and to please call the DTSSAB office if assistance is required. Mail service will continue to be available at the moment.
- All inquiries and applications are encouraged to be made by phone.
- Social Housing properties will continue to be maintained and health and safety issues will be addressed.
- All individuals attending the offices in person, if there is no alternative, need to pass the screening to be able to enter offices. In person meetings will only be conducted when deemed necessary by staff.

Services that **will NOT be available** for the time being:

- Child care centres have been temporarily closed and all EarlyOn programs are temporarily closed.
- Face to face meetings will not be held.
- All resource centres have been closed.
- All in-person workshops and training will be postponed.

Paramedic Services are operating however the system is under extreme pressure so we are asking that people **only call 911 where it is an emergency.**

"We are very aware of the seriousness of this pandemic and are, first and foremost, working to ensure the safety of our clients, staff and the community at large, while maintaining essential services," says DTSSAB Chair Doug Jelly.

Anyone requiring social assistance or for general inquiries can call our offices at 705-647-7447 or toll free at 1-800-627-2944 and 705-567-9366 or toll free at 1-888-544-5555. In-person visits are discouraged except for emergency situations. As the situation evolves, further updates will be posted regularly on the DTSSAB website at www.dtssab.com and circulated on the DTSSAB Twitter and FaceBook page.

For further information please contact Kelly Black, Chief Administrative Officer, at 705-567-9366 ext 3253.

Thank you for your cooperation and patience.

March 19, 2020

On April 28, the National Day of Mourning for Workers Killed or Injured on the Job, we remember all the workers we have lost. On this day, CUPE also joins with the Canadian Labour Congress and other unions around the county to demand that all governments enforce the laws, including Westray provisions in the Criminal Code and occupational health and safety laws.

Every day in Canada, workers lose their lives on the job. Their deaths are preventable and should not happen. It boggles the mind that we lose almost 1000 workers every year.

In 2017, the most recent year that full statistics are available, the officially recorded number of workplace fatalities rose to at least 951. As with every year, we say "at least" because we, in the labour movement, have always known that the number is higher.

Last year, a new report called [Work-Related Death in Canada](#) has attempted to quantify the number of workers lost who are usually uncounted. These are people who are not in the compensation system, or are self-employed, or work "off the grid" in precarious work. Or they are considered to have had a "natural" death, or were commuting to and from work, or who died from an occupational disease or cancer that was never related back to their working conditions.

If we include all the uncounted, the research suggests that there may be 10-13 times as many people dying because of work in Canada than we officially accept in our compensation system. But while there may be no insurance payment for those left behind, their loved ones are gone just the same.

We implore governments and employers to invest in prevention, including strong health and safety committees. We call for a robust enforcement regime to enhance prevention through pro-active inspections, and to punish those employers who refuse to fulfill their duty to ensure a safe workplace. We also call on the federal government to reinstate the definition of danger that existed in the *Canada Labour Code* before Stephen Harper weakened it without consultation in 2014.

We urge CUPE members to observe a moment of silence and lower flags to half-mast on Tuesday, April 28. Show your support by prominently displaying the Day of Mourning poster at your workplace.

CUPE local 5014 would like to request that flags at City Hall and other operational sites be lowered to half-mast for the day on April 28th in order to recognize those across our country that have been killed while at work.

Yours truly,



James Franks

President, CUPE Local 5014

1.0 CALL TO ORDER

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

2.0 ROLL CALL

PRESENT:	Carman Kidd – City of Temiskaming Shores Mayor Mike McArthur – City of Temiskaming Shores Councillor (Chair) Chris Oslund – City Manager Matt Bahm – Director of Recreation Paul Allair – Superintendent of Parks and Facilities Dan Lavigne – Public Appointee Chuck Durrant – Public Appointee Simone Holzamer – Public Appointee
REGRETS:	Jesse Foley – City of Temiskaming Shores Councillor Jeff Thompson – Superintendent of Community Programs Richard Beauchamp – Public Appointee

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4.0 APPROVAL OF AGENDA

Recommendation RS-2020-004

Moved by: Dan Lavigne

Seconded by: Chuck Durrant

Be it recommended that the Recreation Committee Agenda for the February 10, 2020 meeting be approved as printed.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest and general nature

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2020-005

Moved by: Chuck Durrant

Seconded by: Carman Kidd

That the minutes of the Recreation Committee of January 20, 2020 be adopted as printed.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

There were no delegations / public presentations

8.0 UNFINISHED BUSINESS

- i) Facility Fee Waiver Request - Timiskaming Elder Abuse Task Force
- ii) Facility Fee Waiver Request - Timiskaming Injury Prevention Older Adult Committee

The committee reviewed the request from The Timiskaming Elder Abuse Task Force and the Timiskaming Injury Prevention Older Adult Committee to waive the rental fee for Riverside Place for the 2020 Spring Fling.

Recommendation RS-2020-006

Moved by: Chuck Durrant

Seconded by: Dan Lavigne

Be it recommended that the Recreation Committee approve the fee to be waived for the rental of Riverside Place for the 2020 Spring Fling on June 17, 2020.

CARRIED

- iii) Facility Fee Waiver Request - Northern Ontario Cow Horse Association

The committee reviewed the request from the Northern Ontario Cow Horse Association to waive the rental fee for Dymond Hall for their Chuckwagon Breakfast.

Recommendation RS-2020-007

Moved by: Simone Holzamer

Seconded by: Chuck Durrant

Be it recommended that the Recreation Committee reviewed the request from the Northern Ontario Cow Horse Association and that the non-profit rental fee of would apply for their Chuckwagon Breakfast event on April 4, 2020.

CARRIED

9.0 NEW BUSINESS

i) Programming Update

Director of Recreation Matt Bahm gave a verbal report on programming. He noted that the new men's sauna at the PFC was operating and that both saunas were on timers controlled by the public. As well, aquatic leadership courses had been scheduled for the next six months and staff at the PFC are working on translating more materials for our French speaking users. Lastly it was mentioned that the Age Friendly program was hosting at valentines day dance the upcoming Friday.

ii) Parks and Facilities Update

The Committee received a verbal report from Paul Allair, Superintendent of Parks and Facilities. The Superintendent noted that the arenas recently hosted a 10-team peewee tournament before staff began the work to get ready for the NOCA provincials. Staff removed 84 pieces of glass in only 3 hours before turning over the rink to the hired curling icemakers. The event was very successful and received some great accolades. It was also noted that the usage of the two outdoor rinks is much higher than in previous years and that the new Arena/Parks Attendant, Gavin Murphy was currently being trained.

iii) Director's Update

The Committee received the verbal presentation from Director of Recreation Matt Bahm. The director noted that he was working on a report to go to council outlining the Age Friendly program. The director also gave an update on the splash pad project and the progress made on summer ice scheduling.

iv) 2020 Budget Update

The Director gave a verbal update on the 2020 budget process so far for information purposes. The budget submitted for the recreation department has changed in a few key areas after input from council. The age friendly program budget was cut from a total of \$40,000 to \$20,000, the non-resident user fee will increase by \$25 per household, there will be an increase in user fees of 5% and lease agreements will be created with user groups that have private space in arenas.

v) Facility Fee Waiver Request - Literacy Council of South Temiskaming

The committee reviewed the request from Literacy Council of South Temiskaming to waive the rental fee for Riverside Place for the Hilda Fowke Memorial Spelling Bee and Dinner.

Recommendation RS-2020-008

Moved by: Dan Lavinge

Seconded by: Chuck Durrant

Be it recommended that the Recreation Committee approve the fee to be waived for the rental of Riverside Place for the Hilda Fowke Memorial Spelling Bee and Dinner on September 24, 2020.

CARRIED

vi) Facility Fee Waiver Request – Temiskaming Shores Scouts

The committee reviewed the request from Bethany Marques of the Temiskaming Shores Scouts to waive the rental fee for Dymond Hall on a weekly basis from May to December 2020.

Recommendation RS-2020-009

Moved by: Carman Kidd

Seconded by: Rob Ritchie

Be it recommended that the Recreation Committee reviewed the request from Bethany Marques and the Temiskaming Shores Scouts for the use of Dymond Hall on a weekly basis starting in May and that the applicable fee will be charged.

CARRIED

vii) Facility Fee Waiver Request – Temiskaming Shores Animals First

The committee reviewed the request from Temiskaming Shores & Area Animal Services to waive the rental fee for Riverside Place for their SPAYghetti and NOballs fundraiser.

Recommendation RS-2020-010

Moved by: Chuck Durrant

Seconded by: Simone Holzamer

Be it recommended that the Recreation Committee approve the fee to be waived for the rental of Riverside Place for the SPAYghetti and NOballs dinner & silent auction on February 20, 2020 and that any subsequent fundraisers this calendar year will be charged the applicable rental fee.

CARRIED

viii) Facility Fee Waiver Request – Haileybury Dental

The committee reviewed the request from Danika Denomme of the Haileybury Dental Clinic to waive the rental fee for the Harbour Front for their 2nd annual Haileybury Summer Sizzler.

Recommendation RS-2020-011

Moved by: Carman Kidd

Seconded by: Dan Lavinge

Be it recommended that the Recreation Committee approve the fee to be waived for the rental of the Harbour Front for the 2nd Annual Haileybury Summer Sizzler on July 25, 2020.

CARRIED

ix) Alcohol Policy Waiver – AC15 Tournament

The Committee discussed the request from Linda St. Cyr on behalf of the AC15 Organizing Committee requesting approval to host a licensed area in the lobby of the Don Shepherdson Memorial Arena from March 27th to 29th, 2020.

The request was approved in both 2018 and 2019. There were no issues identified with the licensed area and staff recommend that the request be approved.

Recommendation RS-2020-012

Moved by: Rob Ritchie

Seconded by: Simone Holzamer

That the Recreation Committee approve the request from Linda St. Cyr on behalf of the AC15 organizing committee to host a licensed area in the lobby of the Don Shepherdson Memorial Arena March 27th to 29th, 2020.

CARRIED

x) **Ice Booking Policy and Recreation Cancellation Policy**

The Director of Recreation gave a verbal update on the progress of the updated Ice Booking Policy and the new Recreation Department Cancellation Policy. A number of changes, additions and deletions were discussed due to the input from user groups, the committee and staff. Director of Recreation Matt Bahm stated that the policies will be given one last review before being brought to the committee for a final recommendation at the next meeting.

10.0 SCHEDULE OF MEETINGS

- **March 9; April 6; May 11; June 8**

11.0 CLOSED SESSION

There was no closed session.

12.0 ADJOURNMENT

Recommendation RS-2020-013

Moved by: Dan Lavigne

Be it resolved that the Recreation Committee meeting of February 10, 2020 be adjourned at 7:26 p.m.

CARRIED



Committee Chair



Recorder

Subject: SPCA – Jarlette Ltd.
144 Drive in Theatre Rd

Report No.: CS-003-2020
Agenda Date: March 24, 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)

Appendix 05: Traffic Impact Brief

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 Jarlette Ltd. for Parts 1, 2 and 3 on Plan 54R-6138, Dymond Twp.; 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 Jarlette Ltd. for consideration during the by-law portion of the March 24, 2020 Regular Council meeting.

Background

Bob Campbell of Jarlette Health Services has submitted a Site Plan Agreement Application on behalf of Jarlette Ltd. The subject property is located on the corner of Drive in Theatre Road and Grant Drive and is described as Parts 1, 2 and 3 on Plan 54R-6138, Dymond Twp. 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 southwest 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.

Stormwater Management

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 February 13, 2020 (see attached Appendix 01). The approved stormwater management plan for both Phase I and II is included as an appendix to the Site Plan Agreement.

Traffic Impact Study

MTO Correspondence of January 10, 2020 confirmed that a Traffic Impact Study is not required for Phase I but that a Traffic Impact Brief would be required for Phase II (see attached Appendix 02).

On February 13th, 2020 a Traffic Impact Brief (Appendix 05) was submitted to MTO for their comments. Final approval for the Traffic Impact Brief for Phase I and II was received on March 17th, 2020.

J.L Richards and Associates Review

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 Jarlette 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

Shelly Zubyck
Director of Corporate Services

Chris Oslund
City Manager

J.L. Richards and Associates

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



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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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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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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:

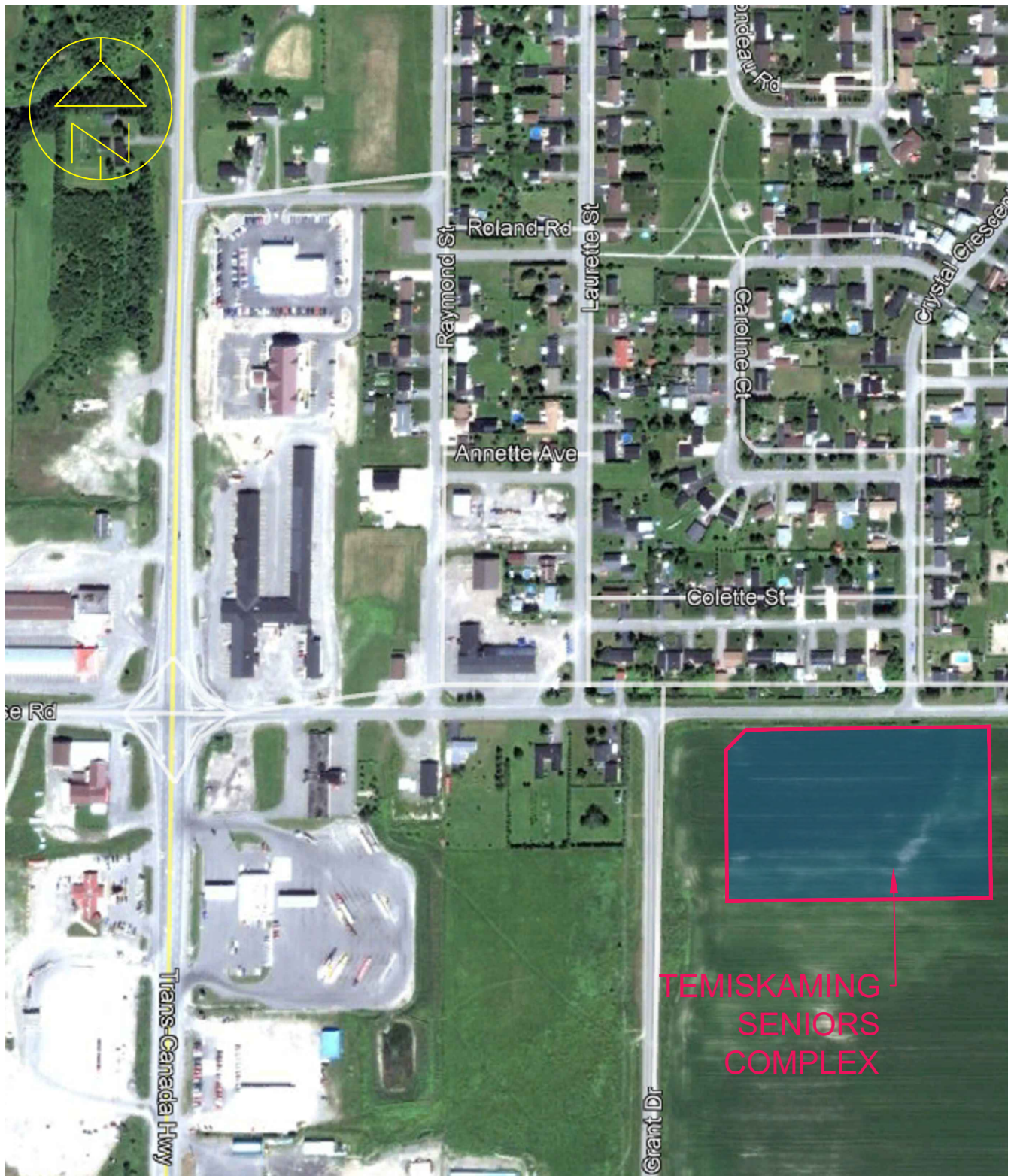
- The allowable capture rate from the proposed site was calculated based on a runoff coefficient of 0.20 and a time of concentration of 37.93 minutes for a 100-year storm event. The allowable release rate was calculated to be 104.3 L/sec. Runoff in excess of this will be detained onsite for up to the 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

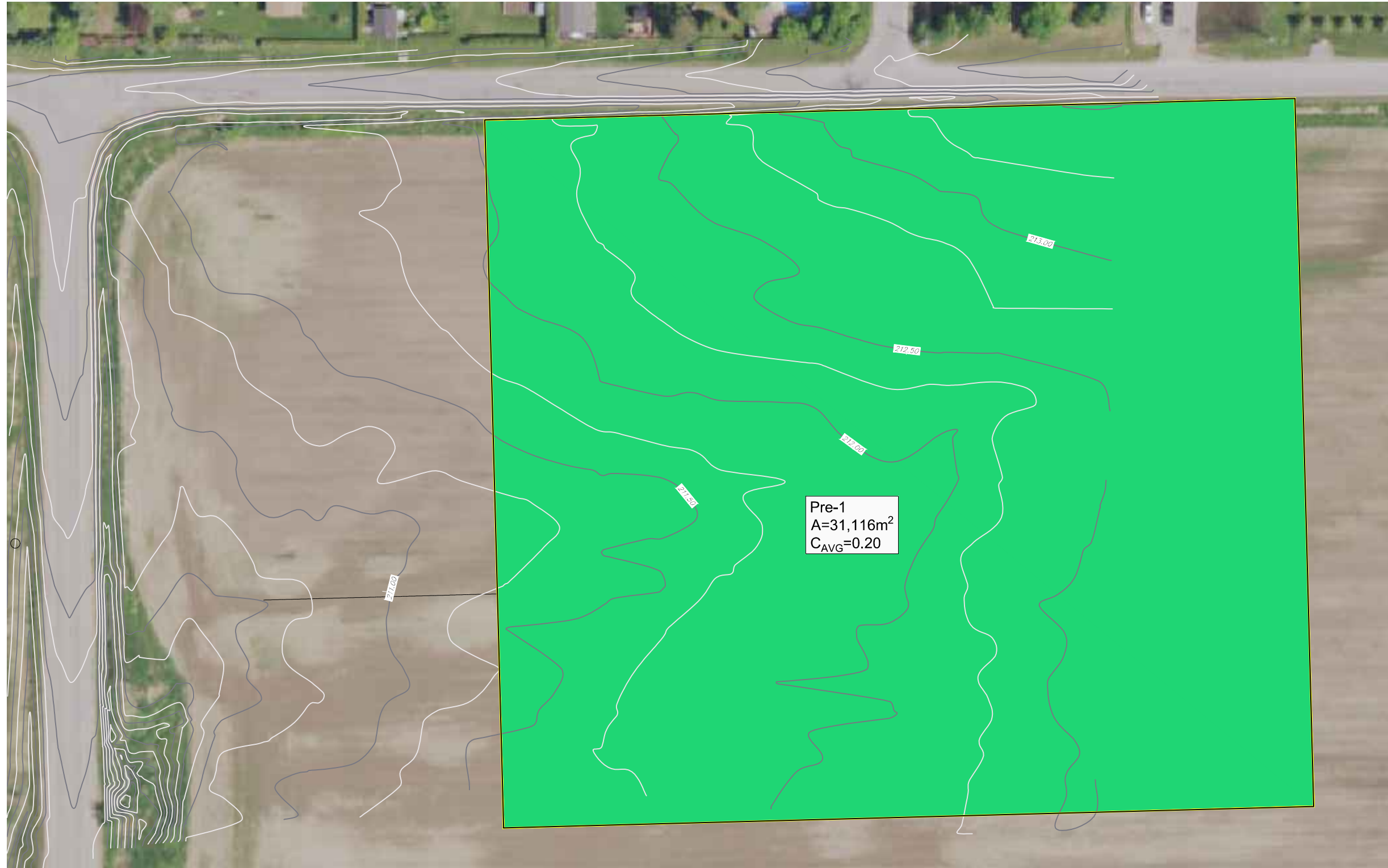
DRAWN TAP

JOB No. NWL-01801050

DRAWING No.

FIG. 1

10/18/2019 2:50:38 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 - PRE OCT.DWG



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



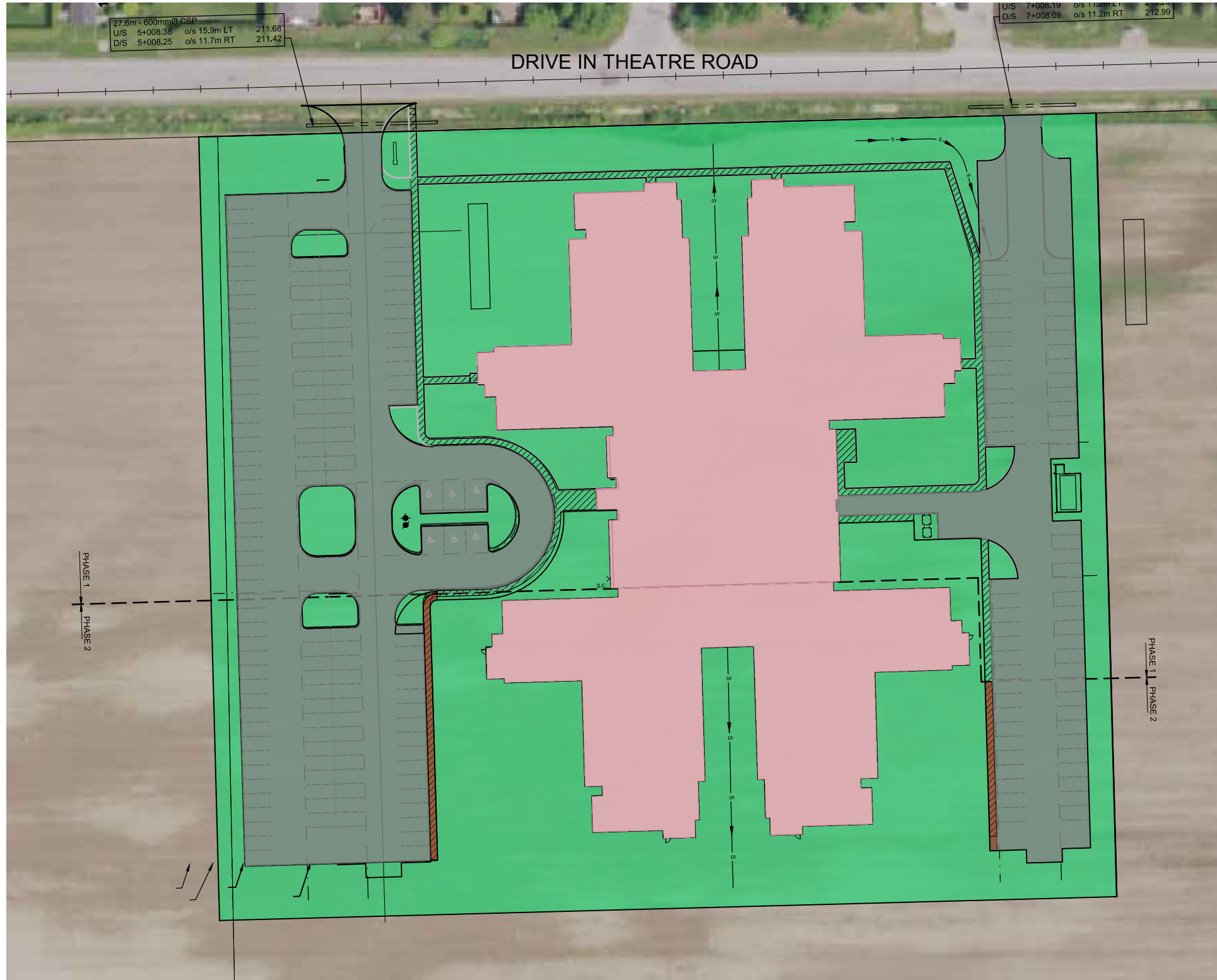
PROJECT TITLE
TEMISKAMING SENIORS COMPLEX

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\060-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
310 Whitewood Ave. W.
New Liskeard, ON P0J 1P0
Canada

www.exp.com



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 x C x I x 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.										



February 13th, 2020

JDE Project 19005

Jarlette Health Services

711 Young Street
Midland, ON

**RE: Traffic Letter
Temiskaming Shores Care Centre, City of Temiskaming Shores**

This letter was prepared by **JD Northcote Engineering Inc.** [JD Engineering] for the account of **Jarlette Health Services.**

1.0 PROJECT BACKGROUND

Jarlette Health Services [Client] is proposing a redevelopment of a site located at the southeast corner of the intersection of Drive-in Theatre Road / Grant Drive in the City of Temiskaming Shores [City].

The proposed development includes a 128-bed long term care facility in Phase 1. Subsequent phases will include an additional 128-bed long term care facility.

Access to the site will be provided via two full-movement driveways onto Drive-in Theatre Road [East Access and West Access].

The City recently completed a Traffic Impact Study [City TIS] for the area. The City TIS included future development and a review of the traffic impact at the Drive-in Theatre & Grant Drive / Highway 11 intersection.

The scope of this study will be limited to a functional review of the impact of the proposed driveways on the local road network and a review of the Drive-in Theatre & Grant Drive / Highway 11 intersection.

Figure 1 illustrates the location of the subject site and study area intersections, in relation to the surrounding area.

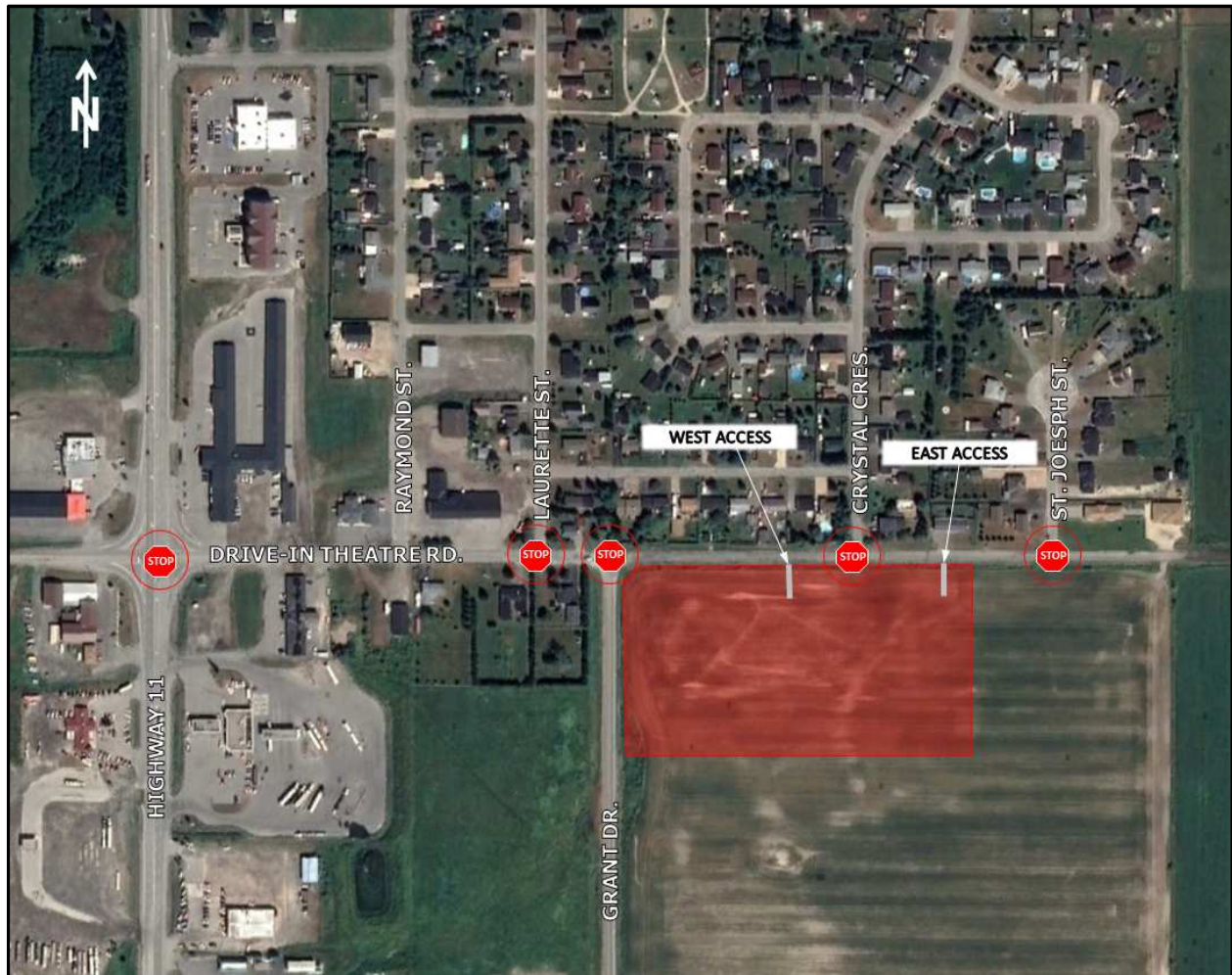
The site plan provided by Ted Handy and Associates Inc. is included in **Appendix.**

Jarlette Health Services has retained JD Engineering Inc. [JD Engineering] to prepare this traffic letter in support of the proposed development application.



JD Engineering
Phone: 705.725.4035
Email: Info@JDEngineering.ca

Figure 1 – Site Location and Study Area



2.0 STREET AND INTERSECTION CHARACTERISTICS

Drive-in Theatre Road is a two-lane collector road with a rural cross-section. Drive-in Theatre Road has a posted speed limit of 40km/h in the study area and is under jurisdiction of the City.

Grant Drive is a two-lane arterial road with a rural cross-section. Grant Drive has a posted speed limit of 40km/h and is under jurisdiction of the City.

There are currently no auxiliary turn lanes at any of the existing intersections in the study area. The intersections of Drive-in Theatre Road with Raymond Street, Laurette Street, Grand Drive, Crystal Crescent and St. Joseph Street are all unsignalized with one-way stop control in the north / south direction.

The intersection of Drive-in Theatre & Golf Course Road / Highway 11 is currently an unsignalized intersection with channelized right turn lanes in each direction and a northbound / southbound left turn lane on Highway 11.

3.0 TRANSIT ACCESS

Temiskaming Transit provides bus service in the study area. There are two local bus routes that operate between 06:00 and 23:00 throughout the week. The bus service has two-hour headways on Sundays and one-hour headways the rest of the week.

The closest bus stop for the Cobalt to Wal-Mart Route is located at the intersection of Drive-in Theatre Road, approximately 175 metres west of the subject site.

4.0 EXISTING TRAFFIC OPERATIONS

In 2019, the City retained Paradigm Transportation Solutions Limited to complete a Transportation Impact Study for the proposed extension of Grant Drive between Wilson Avenue and a yet to be approved public intersection location along Highway 65E [City TIS]. Based on the data collected for this study, the approximate existing traffic volume on the study area roads are as listed below:

Drive-in Theatre Road

- AM peak hour - eastbound 20 trips / westbound 70 trips
- PM peak hour - eastbound 90 trips / westbound 40 trips

Grant Drive

- AM peak hour - northbound 20 trips / southbound 40 trips
- PM peak hour - northbound 25 trips / southbound 60 trips

Based on the existing traffic volumes in the study area, local intersections along Drive-in Theatre Road are currently operating with a very good or better level of service during the critical traffic periods.

5.0 BACKGROUND TRAFFIC OPERATIONS

According to the City TIS, which included a background traffic growth rate and the additional traffic generated by all other anticipated developments in and around the study area, the approximate future 2030 traffic volume on the study area roads are as listed below:

Drive-in Theatre Road

- AM peak hour - eastbound 25 trips / westbound 85 trips
- PM peak hour - eastbound 105 trips / westbound 50 trips

Grant Drive

- AM peak hour - northbound 55 trips / southbound 110 trips
- PM peak hour - northbound 175 trips / southbound 120 trips

It is noted that the future traffic projections already include the traffic generation from the subject site; however, for the purpose of this analysis, we have assumed that it is not included in the future traffic projections.

6.0 PROPOSED DEVELOPMENT

The proposed development includes a 128-bed long term care facility in Phase 1 and an additional 128-bed long term care facility in a subsequent phase.

The Institute of Transportation Engineers [ITE] produces a document entitled Trip Generation (8th Edition), which is used to predict the number of trips associated with new developments. The ITE is a well-recognized agency throughout North America, and has completed numerous studies to identify trip rates associated with various types of developments including retail, residential, recreational, institutional, industrial, and office.

The traffic generation for the subject site has been based on the ITE Trip Generation data. The ITE land use #254 (Assisted Living) has been applied to estimate the traffic from the proposed development.

It is noted that the City TIS applied ITE land use #620 (Nursing Home) to estimate the traffic generated by the subject site. Based on our review of the intended use, the Assisted Living category will provide a better representation of the traffic generated by the proposed development. It is also noted that the Assisted Living traffic generation rate is higher than the Nursing Home rate and thus more conservative.

The estimated trip generation of the proposed development is illustrated below in **Table 1**.

Table 1 - Estimated Traffic Generation of Proposed Development

Land Use	Size	AM Peak Hour			PM Peak Hour		
		IN	OUT	TOTAL	IN	OUT	TOTAL
Assisted Living ITE Land Use: 254	128 beds	16	9	25	13	21	34
PHASE 1 TOTAL							
Assisted Living ITE Land Use: 254	128 beds	16	9	25	13	21	34
TOTAL		32	18	50	26	42	68

No transportation modal split reduction has been applied to the above-noted traffic generation calculation.

The distribution of traffic in the study area is based on the existing traffic data from the City TIS.

The distribution of traffic entering at each access location is based on our review of the internal parking and building layout, in conjunction with the external traffic distribution.

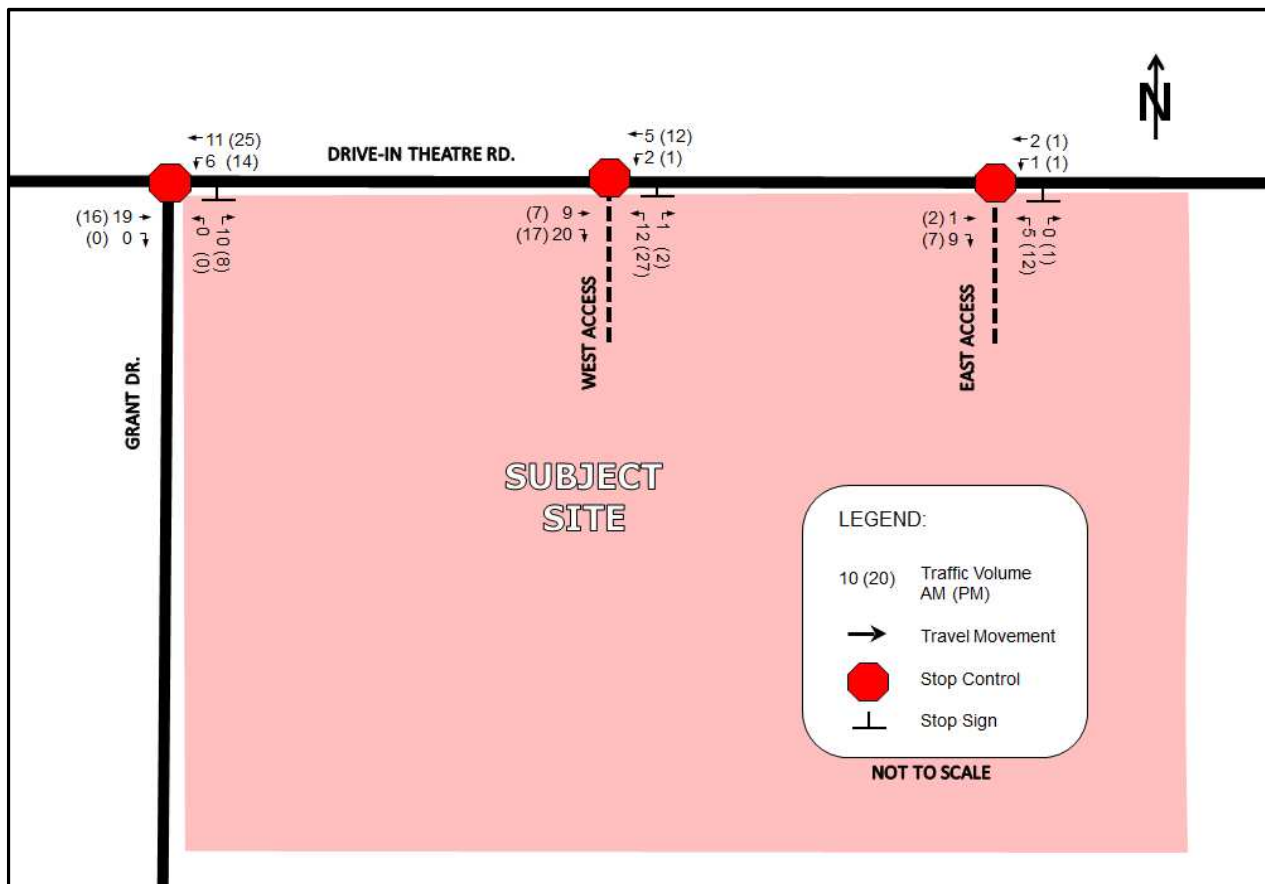
Table 2 summarizes the trip distribution for the proposed development.

Table 2 – Proposed Development Traffic Distribution Summary

Travel Direction (to/from)	Percent of Total Traffic Generation
West	60%
East	8%
South	32%
Total	100%

Figure 2 illustrates the traffic assignment for the proposed development.

Figure 2 – Traffic Assignment for the Proposed Development



7.0 TRAFFIC IMPACT ANALYSIS

There is sufficient excess capacity on both Drive-in Theatre Road and Grant Drive to accommodate the additional traffic generated by the proposed development. The most critical case is the northbound traffic volume on Grant Drive (approximately 185 vehicles per hour during the 2030 PM peak hour); which is notably lower than the single lane capacity for an arterial or collector road (400 – 750 vehicles per hour).

Based on the anticipated volume of traffic at each of the proposed site access driveways, no auxiliary turn lanes are recommended on Drive-in Theatre Road or Grant Drive.

The proposed development will increase the traffic volume at the Highway 11 / Drive-in Theatre Road & Golf Course Road intersection. The most critical increase would occur for the Drive-in Theatre Road approach, which would see around a 22% increase in the peak hour traffic, compared to the total 2025 traffic volumes presented in the City TIS. As noted in the City TIS, it is recommended that the traffic conditions at this intersection continue to be monitored to determine the specific timing for the installation of traffic control signals. Based on our review of the traffic volumes in the study area, it is anticipated that traffic signals will be required in the short-term (1-3 years), regardless of the development of the subject site.

No other improvements are recommended within the study area as a result of the proposed development.

8.0 SITE ACCESS

The proposed spacing between Crystal Crescent and the East Access is 70 metres and the proposed spacing between the East Access and St. Joseph Street is 65 metres (measured edge of driveway to edge of road), which exceeds the minimum spacing requirements identified in the Transportation Association of Canada - *Geometric Design Guide for Canadian Roads* [TAC Guidelines] - Figure 8.8.2 (Suggested Minimum Corner Clearances to Accesses or Public Lanes at Major Intersections, for the unsignalized conditions – 20 metres for collector road). Similarly, the proposed spacing between Crystal Crescent and the West Access is 52 metres and the proposed spacing between the West Access and Grant Drive is 120 metres (measured edge of driveway to edge of road), which exceeds the minimum spacing requirements identified in the TAC Guidelines - Figure 8.8.2 (20 metres for collector road).

Consequently, the proposed configuration of the site access driveways will not result in any operational or traffic safety issues.

9.0 SIGHT DISTANCE REVIEW

The available sight distance for approaching and departing vehicles at all site access driveways are significantly greater than the critical intersection sight distance requirements as identified in the TAC Guidelines for a design speed of 60km/h (130 metres).

10.0 CONCLUSION AND RECOMMENDATIONS

This chapter summarizes the conclusions and recommendations from the study.

- 1) The existing road network provides the necessary capacity to service the proposed addition and has the least impact on the surrounding road network.
- 2) No additional infrastructure improvements are recommended within the study area as a result of the proposed development.
- 3) As noted in the City TIS, it is recommended that the traffic conditions at the Highway 11 / Drive-in Theatre Road & Golf Course Road intersection continue to be monitored to determine the specific timing for the installation of traffic control signals. It is anticipated that traffic signals will be required in the short-term (1-3 years), regardless of the development of the subject site.

We trust that you find this letter satisfies your requirements.

Yours truly,

JD Northcote Engineering Inc.



John Northcote, P.Eng.
President

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. JD Engineering accept no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this project.

Appendix

Site Plan



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

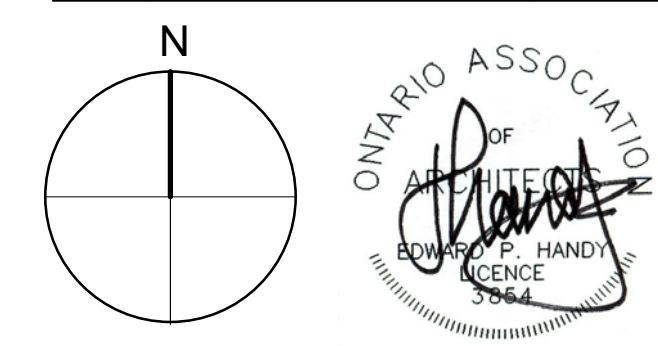
Community Facilities Exception 2 (CF-2) 3

ZONE	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 H/C	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. SIAMENSE CONNECTION
 - LE LIGHTING, REFER TO ELECTRICAL PLANS
 - PHASE LINE

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

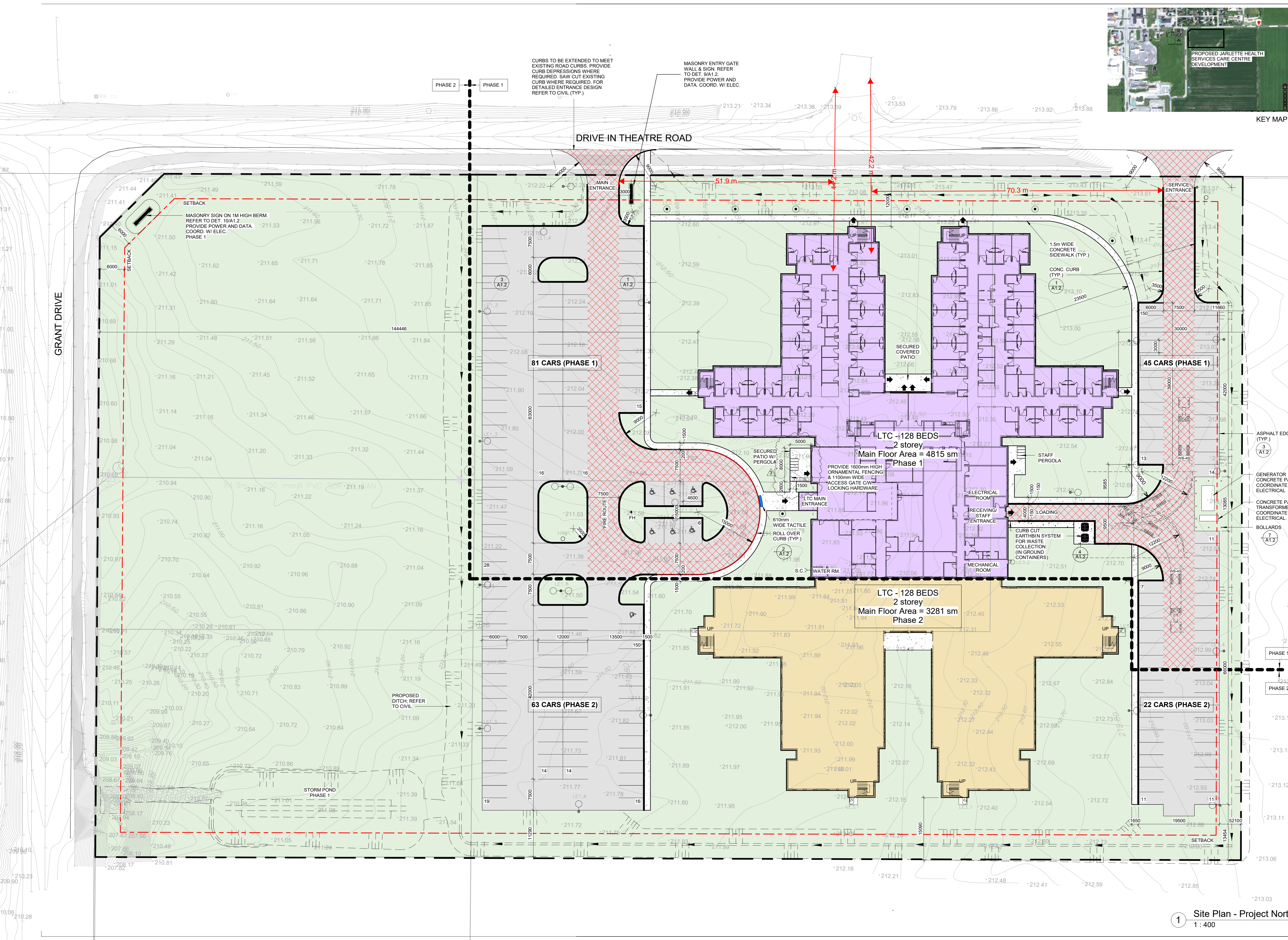
Tel. 705 734 3580
Fax 705 721 6265

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

Subject: Lease Agreement – Dr. Phillip Smith

Report No.: CS-009-2020

Agenda Date: March 24, 2020

Attachments

Appendix 01: Draft Lease Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-009-2020; and
2. That Council directs staff to prepare the necessary by-law to authorize the lease agreement with Dr. Phillip Smith for consideration at the March 24, 2020 Regular Council meeting.

Background

Dr. Smith has been leasing space in the Haileybury Medical Centre since 2012. His most recent agreement expires on March 31st, 2020.

Analysis

Dr. Smith would like to renew his lease agreement for an additional three (3) years.

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

Financial / Staffing Implications

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

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

Usually, lease agreements for the use of space in the Haileybury Medical Centre have had annual increases as per the Consumer Price Index. In consultation with the Treasurer, it was determined that a fixed increase of two percent (2%) would simplify budgeting and billing on both the City and the Tenant.

In 2020, the City will collect \$3,333.24 in revenues.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2020-000

Being a by-law to authorize the entering into a lease agreement with Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre (Rooms 223, 225 and 227)

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

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

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

Whereas Council considered Administrative Report CS-009-2020 at the March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year lease agreement with Dr. Phillip J. Smith for the rental of 350 ft² of office space at the Haileybury Medical Center and to apply an rental rate increase of 2% per annum for consideration at the March 24, 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. That the Mayor and Clerk be authorized to enter into an Agreement with Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 24th day of March, 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

Dr. Phillip J. Smith

for the rental of space at the
Haileybury Medical Center

Lease Agreement

between:

The Corporation of the City of Temiskaming Shores

and:

Dr. Phillip J. Smith

Lease

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

This Lease made this 24th day of March, 2020.

Between:

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

And:

Dr. Phillip J. Smith
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the **upper level** in the Landlord's Building containing a rentable area of Three Hundred and Twelve square feet (312 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

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

3. Term

To hold the premises for a term commencing on the 1st day of April, 2020 and ending on the 31st day of March, 2023.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **three hundred seventy dollar and thirty-six cents (\$370.36)** per month plus HST, which represents a lease rate of **\$14.24/ft²/year**. Rent will be increased two percent (2%) annually for the duration of the term.

Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience

- to the Tenant, given the private and confidential nature of the profession of the Tenant;
- g) Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
 - h) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
 - i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
 - j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) Electricity and water** - to pay for the electricity and water supplied to the premises;

- e) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;
- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

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

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and

covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

h) Right of re-entry - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;

i) Right of termination by the Tenant

The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of three months rent in lieu of notice.

j) Right of termination by the Landlord

On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

k) Non-waiver - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.

l) Over-holding - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.

m) Arbitration - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons,

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

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

deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

9. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

Remainder of page left blank intentionally

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

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Temiskaming Shores

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

Dr. Phillip J. Smith

Date

Dr. Phillip J. Smith

Date

Witness
Name: _____

Subject: 2019 Annual Building and
Statistics Report

Report No.: CS-010-2020
Agenda Date: March 24, 2020

Attachments

Appendix 01: 2019 Annual Report – Building Permit Fees

Appendix 02: Building Permit Statistics Report 2015 to 2019

Appendix 03: Building Code Act Prescribed Report Content

Recommendations

It is recommended:

1. That Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-010-2020 more specifically Appendix 01 – 2019 Annual Report – Building Permit Fees; Appendix 02 – Building Permit Statistics Report 2015-2019 for information purposes; and
2. That Council directs staff to post the 2019 Annual Report - Building Permit Fees on the City's website, and to make the report available to persons or organizations in accordance with the Ontario Building Code Act.

Background

Section 7(1) of the Building Code Act (BCA) authorizes the Council of a municipality to pass by-laws to prescribe classes of permits, provide for applications for permits and require applications to be accompanied by such plans, specifications, documents and other information as is prescribed, and require the payment of fees on applications for the issuance of permits, and prescribe the amounts of the fees.

Section 7(2) of the BCA prescribes that the total amount of fees authorized in such by-law must not exceed the anticipated costs to the City to administer and enforce the BCA.

Section 7(4) of the BCA further requires that every 12 months, the City shall prepare a report that contains such information as may be prescribed, about the fees authorized in the by-law, and the costs of the City to administer and enforce the BCA. Appendix 03 to this report lists the information which is prescribed in the Ontario Building Code (OBC) to be included in the annual report. Section 7(4) also requires that the Annual Building Report be made available to the public.

The Annual Report – Building Permit Fees provides information to Council and the public regarding the revenues received from Building Permit Fees and the direct and indirect costs for administering and enforcing the Building Code Act.

Analysis

The following table is a summary of the figures included in the 2019 Annual Report – Building Permit Fees which is attached as Appendix 01:

Revenues Collected =	\$290,848.00
Direct Costs =	(\$274,373.92)
Indirect Costs =	(\$35,912.73)
Shortfall =	(\$19,438.65)

Permit Fees are collected under the authority of the Building By-law 2013-052 and include fees for construction, demolition, change of use permits. The total Building permit fees collected in 2019 was **\$290,848.00**

Direct Costs are costs for the operation of the Building Department with respect to the processing of permit applications, the review of building plans, conducting inspections and enforcement duties under the authority of the BCA/OBC. The figure provided includes a percentage of wages and benefits for the Director, CBO, Building Inspector, Planner and the Administrative Assistant; as well as, costs of providing training for staff to meet the qualification requirements prescribed by the BCA. **The total direct costs are \$274,373.92**

Indirect Costs are the Building Department’s share of overhead such as: office supplies, postage and courier service, telephone, IT support, CGIS service contract, payroll services, and office expenses. Indirect costs also include the Building Department’s share of capital asset costs of vehicles and their operation expenses. **The total indirect costs are \$35,912.73**

Cost Stabilization Reserve Fund - As revenue does not exceed operating costs a Cost Stabilization Reserve Fund has not been established and therefore that figure is \$0.00.

Council Summary Report

The Council Summary Report 2015-2019 provides information regarding building trends in the City over a five (5) year period; and it compares the Building Permit fees charged by the City, the number of permits issued and construction cost associated with the development.

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"

Clayton Seymour
Chief Building Official

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Corporation of the City of Temiskaming Shores

Annual Report – Building Permit Fees

Total Permit Fees (Revenues) collected for the period January 1, 2019 to December 31, 2019 under By-law No 2013-052 of the City of Temiskaming Shores.

Total Permit Fees = **\$ 290,848.00**

Direct Costs are deemed to include costs related to wages, benefits and the training of staff of the Building Department for processing of building permit applications, the review of building plans, conducting inspections and building related enforcement duties for the period January 1, 2019 to December 31, 2019.

Direct Costs = **\$ 274,373.92**

Indirect Costs are deemed to include the costs of overhead and support services related to the operation of the Building Department and include costs of office space and fleet as well as their depreciation for the period January 1, 2018 to December 31, 2018.

Indirect Costs = **\$ 35,912.73**

Cost Stabilization Reserve Fund includes all revenues exceeding costs from previous years which are held in reserve to offset costs in future years.

Cost Stabilization Reserve Fund = **\$ 0.00**

Note: As the Total Permit Fees for the period January 1, 2019 to December 31, 2019 do not exceed the Direct and Indirect Costs for the same time period, no funds are transferred to the Cost Stabilization Fund for 2019.

Building Permit Statistics Report
2015 to 2019

YEAR		2019		2018		2017		2016		2015	
		# of permits issued	Value of construction	# of permits issued	Value of construction	# of permits issued	Value of construction	# of permits issued	Value of construction	# of permits issued	Value of construction
Commercial & Institutional	New Starts	6	\$ 1,830,750	2	\$650,000	5	\$680,000	3	\$2,306,750	0	\$0
	Renovations	44	\$ 8,687,161	24	\$4,365,600	25	\$5,813,837	23	\$5,972,633	20	\$3,528,800
Industrial	New Starts	3	\$ 760,000	0	\$0	1	\$25,000	5	\$363,341	2	\$480,000
	Renovations	8	\$ 1,019,947	4	\$466,000	2	\$65,000	4	\$135,000	9	\$495,000
Multi-Unit Residential	New Starts	10	\$ 17,690,000	2	\$1,000,000	0	\$0	1	\$4,800,000	0	\$0
	Renovations	0	\$ -	8	\$194,500	8	\$843,872	4	\$116,300	6	\$96,300
Single Residential	New Starts	5	\$ 2,620,000	5	\$1,388,000	1	\$300,000	10	\$2,960,000	10	\$2,170,800
	Renovations	70	\$ 1,420,424	58	\$1,052,400	72	\$1,140,986	95	\$1,595,300	118	\$1,530,402
Total Value of Construction		146	\$ 34,028,282	103	\$9,116,500	114	\$8,868,695	145	\$ 18,249,324	165	\$ 8,301,302
Total Permit Fees		146	\$ 290,848	103	\$ 81,516	114	\$91,753.79	145	\$ 153,807	165	\$ 71,423

BCA/OBC Prescribed Report Content

Building Code Act, 1992
ONTARIO REGULATION 332/12
BUILDING CODE
Division C Part 1

1.9.1.1. Annual Report

- (1) *The report referred to in subsection 7 (4) of the Act shall contain the following information in respect of fees authorized under clause 7 (1) (c) of the Act:*
 - (a) *total fees collected in the 12-month period ending no earlier than three months before the release of the report,*
 - (b) *the direct and indirect costs of delivering services related to the administration and enforcement of the Act in the area of jurisdiction of the principal authority in the 12-month period referred to in Clause (a),*
 - (c) *a break-down of the costs described in Clause (b) into at least the following categories:*
 - (i) *direct costs of administration and enforcement of the Act, including the review of applications for permits and inspection of buildings, and*
 - (ii) *indirect costs of administration and enforcement of the Act, including support and overhead costs, and*
 - (d) *if a reserve fund has been established for any purpose relating to the administration or enforcement of the Act, the amount of the fund at the end of the 12-month period referred to in Clause (a).*
- (2) *The principal authority shall give notice of the preparation of a report under subsection 7 (4) of the Act to every person and organization that has requested that the principal authority provide the person or organization with such notice and has provided an address for the notice.*

Of special note: As revenues cannot be forecasted with any certainty, and often vary substantially from year to year, the BCA/OBC does allow municipalities to establish a cost stabilization reserve fund in which permit fees in excess of operating costs must be held. Those reserve funds may then only be used to offset costs of BCA/OBC administration / enforcement in future years. Should revenues continue to exceed costs, it is the intent being that the permit fee structure would then be revised accordingly.

As permit fees have yet to exceed operating costs, it has not been necessary to establish such a reserve fund in Temiskaming Shores.

Subject: Land Disposal – Portion of Lorrain
Ave. (First Cobalt)

Report No.: CS-011-2020
Agenda Date: March 24, 2020

Attachments

Appendix 01 – Aerial Map

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-011-2020; and
2. That Council authorizes staff to continue with a potential disposition of a portion of Lorrain Avenue in accordance with Land Disposition By-law No. 2015-160.

Background

The City received a request from Story Environmental, agent for First Cobalt for the purchase of a portion of Lorrain Avenue (Road Allowance) located on the boundary between Bucke Twp. and Lorrain Twp.

Appendix 01 – Aerial Map illustrates that portion of Lorrain Avenue as well as clarification as to the general location of the subject road allowance. First Cobalt has acquired the mineral refinery (in Lorrain Twp.) south of Lorrain Avenue as well as vacant property (in Bucke Twp.) north of Lorrain Avenue that will be used for stockpiling of feed material for the refinery.

The request was circulated to internal departments for comment with the no departments indicating any concern with the potential disposition of land.

Analysis:

First Cobalt owns property on either side of the that portion of Road Allowance as shown on **Appendix 01 – Aerial Map**. First Cobalt owns the refinery shown on the map just over the boundary line into Lorraine Township. First Cobalt would be utilizing the property owned in Bucke Township for the stockpiling of feed material for the refinery and do not want to cross private property (Lorrain Avenue) in order access the refinery.

It is recommended that Council continue with a potential disposition of the lands to First Cobalt.

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 are limited to normal administrative functions of staff.

Alternatives

No alternatives are being proposed.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

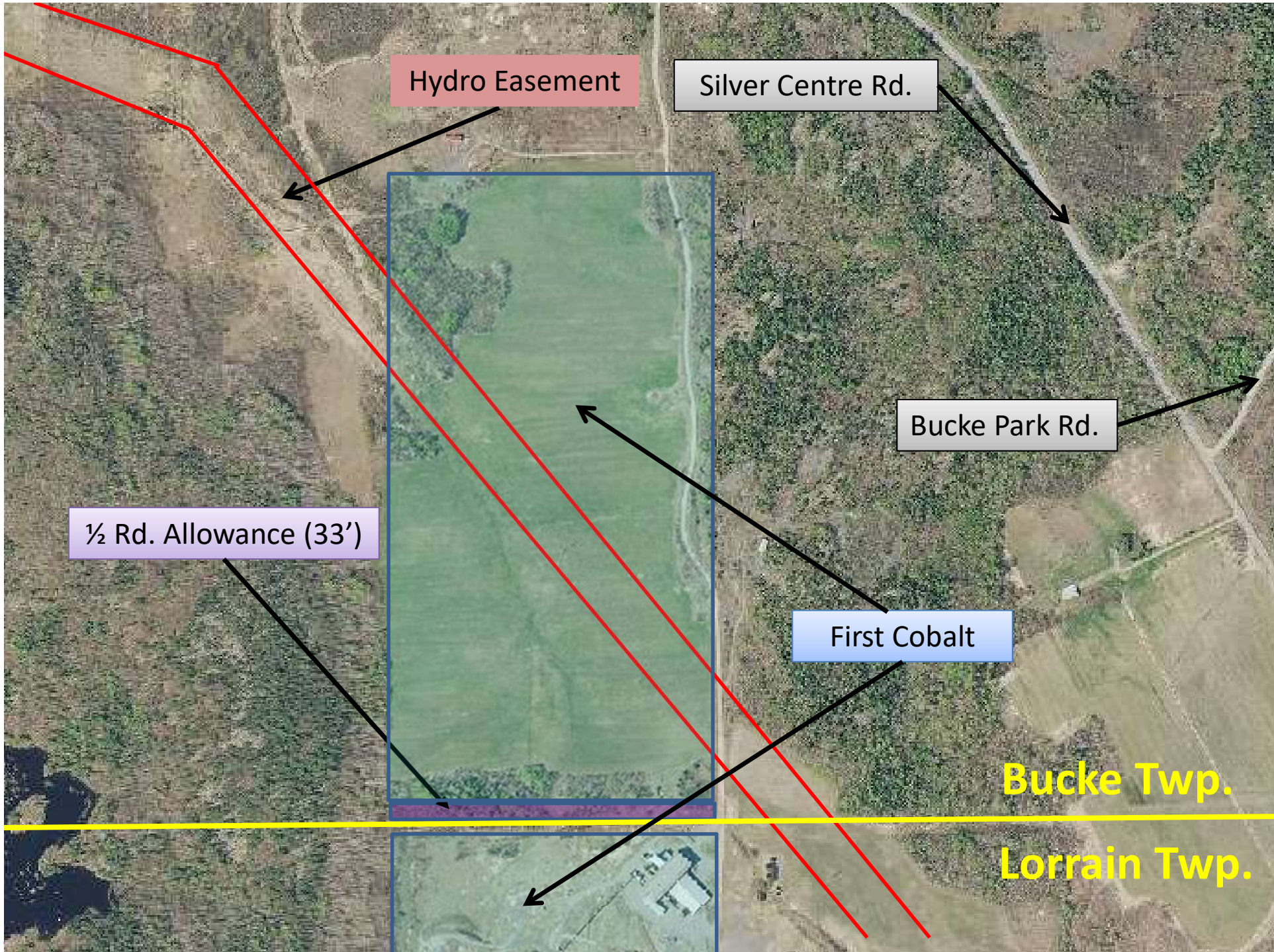
"Original signed by"

"Original signed by"

David B. Treen
Municipal Clerk

Shelly Zubyck
Director of Corporate
Services

Christopher W. Oslund
City Manager



Hydro Easement

Silver Centre Rd.

Bucke Park Rd.

1/2 Rd. Allowance (33')

First Cobalt

Bucke Twp.

Lorrain Twp.

Subject: Declared Emergency - Amendment
to Procedural By-law No. 2008-160

Report No.: CS-012-2020
Agenda Date: March 24, 2020

Attachments

Appendix 01 – Bill 187 Municipal Emergency Act

Appendix 02 – Proposed Amendment (tracked changes)

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-012-2020; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2008-160 (Procedural By-law) to implement provisions under the *Municipal Emergency Act 2020* to permit continued Council operations during a declared emergency for consideration at the March 24, 2020 Regular Council meeting.

Background

Section 238 of the Municipal Act, 2001, as amended provides that every municipality shall pass a procedure by-law for governing the calling, place and proceeding of meetings. The City of Temiskaming Shores' Council proceedings are governed by By-law No. 2008-160, as amended.

On March 19, 2020 the Province introduced the *Municipal Emergency Act, 2020* to assist municipal governments and local boards during the COVID-19 emergency. This legislation, and the *Employment Standards Amendment Act (Infectious Disease Emergencies), 2020* received unanimous consent in the Legislature.

The *Municipal Act, 2001* has been amended to provide that, during municipal or provincial emergencies, members of councils, local boards and committees who participate electronically in open and closed meetings, may be counted for the purposes of quorum.

Analysis:

Previous amendments to the Municipal Act via Bill 68 in January 2018 provided a new definition of a meeting, new closed session meeting exceptions and the ability for electronic participation in council meetings. Our current procedural policy (By-law No. 2008-160) was last amended in late 2015 thus these additional powers have not been incorporated into By-law No. 2008-160.

Given the current declared emergency with respect to COVID-19, as outlined above, the Provincial Government gave Royal Assent to Bill 187 *Municipal Emergency Act, 2020* it is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2088-160 (Procedural By-law) to implement provisions under the *Municipal Emergency Act 2020* to permit continued Council operations during a declared emergency. **Appendix 02 – Tracked Changes** shows the amendments proposed for By-law No. 2008-160 written in red.

Financial / Staffing

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 are limited to normal administrative functions of staff.

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

Legislative
Assembly
of Ontario



Assemblée
législative
de l'Ontario

1ST SESSION, 42ND LEGISLATURE, ONTARIO
69 ELIZABETH II, 2020

Bill 187

(Chapter 4 of the Statutes of Ontario, 2020)

An Act to amend the Municipal Act, 2001 and the City of Toronto Act, 2006

The Hon. S. Clark

Minister of Municipal Affairs and Housing

1st Reading	March 19, 2020
2nd Reading	March 19, 2020
3rd Reading	March 19, 2020
Royal Assent	March 19, 2020



EXPLANATORY NOTE

This Explanatory Note was written as a reader's aid to Bill 187 and does not form part of the law. Bill 187 has been enacted as Chapter 4 of the Statutes of Ontario, 2020.

The *Municipal Act, 2001* and the *City of Toronto Act, 2006* are amended to provide that, during emergencies, should they choose to, members of councils, local boards and committees who participate electronically in open and closed meetings may be counted for purposes of quorum.

The *Municipal Act, 2001* is also amended to allow the Lieutenant Governor in Council to make regulations imposing limits and conditions on the powers of a municipality under section 129 of the Act.

An Act to amend the Municipal Act, 2001 and the City of Toronto Act, 2006

Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Municipal Act, 2001

1 Section 238 of the *Municipal Act, 2001* is amended by adding the following subsections:

Electronic participation, emergencies

(3.3) The applicable procedure by-law may provide that, during any period where an emergency has been declared to exist in all or part of the municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*,

- (a) despite subsection (3.1), a member of a council, of a local board or of a committee of either of them who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time; and
- (b) despite subsection (3.2), a member of a council, of a local board or of a committee of either of them can participate electronically in a meeting that is closed to the public.

Same, procedure by-law

(3.4) A municipality or local board may hold a special meeting to amend an applicable procedure by-law for the purposes of subsection (3.3) during any period where an emergency has been declared to exist in all or part of the municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act* and despite subsection (3.1), a member participating electronically in such a special meeting may be counted in determining whether or not a quorum of members is present at any time during the meeting.

2 Subsection 451.1 (1) of the Act is amended by striking out “sections 9, 10 and 11” and substituting “sections 9, 10, 11 and 129”.

City of Toronto Act, 2006

3 Section 189 of the *City of Toronto Act, 2006* is amended by adding the following subsections:

Electronic participation, emergencies

(4.2) The applicable procedure by-law may provide that, during any period where an emergency has been declared to exist in all or part of the City under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*,

- (a) despite subsection (4), a member of city council, of a local board of the City or of a committee of either of them who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time; and
- (b) despite subsection (4.1), a member of city council, of a local board of the City or of a committee of either of them can participate electronically in a meeting that is closed to the public.

Same, procedure by-law

(4.3) The city council or a local board of the City may hold a special meeting to amend an applicable procedure by-law for the purposes of subsection (4.2) during any period where an emergency has been declared to exist in all or part of the City under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act* and despite subsection (4), a member participating electronically in such a special meeting may be counted in determining whether or not a quorum of members is present at any time during the meeting.

Role of head of council

(4.4) Despite anything in this or any other Act, only the head of council may call a special meeting of city council for the purposes of subsection (4.3).

Commencement

4 This Act comes into force on the day it receives Royal Assent.

Short title

5 The short title of this Act is the *Municipal Emergency Act, 2020*.

The Corporation of the City of Temiskaming Shores
By-law No. 2008-160
Procedural By-law

Whereas Section 238 of the Municipal Act, 2001, as amended, provides that every municipality shall pass a procedure by-law for governing the calling, place and proceeding of meetings;

And whereas Council, at its Council-in-Committee meeting held on 4th day of November, 2008 adopted Recommendation No. 2008-289 approving the adoption of the Procedural By-law.

And whereas Notice of the Public Meeting in the matter of the Procedural By-law was given by way of an advertisement in the Temiskaming Speaker on the 19th day of November, 2008 and on the 21st day of November, 2008;

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

1. That the Council for the City of Temiskaming Shores hereby adopts a Council Procedural Policy, 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.

Read a first, second and this 18th day of November, 2008.

Mayor

Clerk

Read a third and final time and finally passed this 2nd day of December, 2008.

Mayor

Clerk



Schedule "A" to

By-law No. 2008-160

**City of Temiskaming Shores
Procedural By-law**

The Corporation of the City of Temiskaming Shores
Procedural By-law No. 2008-160

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Part 1 - Meetings of the Council

1. Definitions

In this by-law:

- 1.1 **Ad Hoc Committee** means a Committee established by Council to review a specific matter and once the Committee has reported with respect to its findings and recommendations, the Committee is automatically dissolved.
- 1.2 **Call the question** means that the vote on the motion shall be taken.
- 1.3 **Chair** means the Mayor or the Presiding Officer of a meeting.
- 1.4 **City Manager** means the City Manager of the Corporation.
- 1.5 **Clerk** means the City Clerk or the Deputy City Clerk of the Corporation.
- 1.6 **Closed Session** means that part of a meeting closed to the public in accordance with the provisions of the Municipal Act.
- 1.7 **Committee of the Whole** means a meeting of the whole of the Council where administrative reports are presented for Council's consideration and deliberation.
- 1.8 **Corporation** means The Corporation of the City of Temiskaming Shores.
- 1.9 **Defer, Deferred or Deferral**, when used in connection with a matter or item before the Council or a Committee, means that the matter or item is to be dealt with later in the same meeting, or at the next meeting of the same body, or at the meeting of the same body that it specified in the motion to defer.
- 1.10 **Delegation** means a person or persons intending to address the Council or Committee on a matter where a decision to the Council may be required.
- 1.11 **Deputy Mayor** means the Councillor appointed by Council to act in the absence of the Mayor in accordance with this By-law.
- 1.12 **Emergency** means any period where an emergency has been declared to exist in all or part of the municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*.
- 1.13 **Emergency Meeting** means a meeting where the health or welfare of the community is involved.
- 1.14 **Ex-officio** means by virtue of office or position and carries with it the right to participate fully in all committee meetings and to vote unless prohibited by law, but does not count towards a quorum.

- 1.15 **Holiday** shall mean any holiday as defined in the Interpretation Act, R.S.O. 1990, c.1.11 or Boxing Day.
- 1.16 **Improper conduct** means conduct which offers any obstruction to the deliberations or proper action of Council.
- 1.17 **In-Camera** means a closed session of Council which is closed to the public in accordance with the Municipal Act.
- 1.18 **Inaugural Meeting** means the first meeting of Council held after a municipal election in a regular election year.
- 1.19 **Local Board** means a local board as defined in the Municipal Act, 2001.
- 1.20 **Majority Vote** means the vote of more than half of the members present at a properly constituted meeting at which a quorum is present.
- 1.21 **Mayor** means the Head of Council acting as the Chief Executive Officer of the Corporation.
- 1.22 **Meeting** means any regular, special or other meeting of a Council, or a local board or of a committee of either of them, where
- a) a quorum of members is present; and
 - b) members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.
- 1.23 **Members of Council** means any Councillor and the Mayor of the Council.
- 1.24 **Motion** means a proposal by a member for the Council to adopt a resolution.
- 1.25 **Municipal Act** means the Municipal Act, S.O. 2001, c. 25, as amended and any successor legislation thereto.
- 1.26 **Municipal Election** shall mean a general municipal election held pursuant to the Municipal Elections Act.
- 1.27 **Newspaper** means a printed publication in sheet form, intended for general circulation, published regularly at intervals of not longer than seven (7) days, consisting in great part of news of current events of general interest.
- 1.28 **Notice of Motion** means a signal of intent to have a motion dealt with at a subsequent meeting.
- 1.29 **Officer** includes the City Manager and the members of the Senior Management Team employed by The Corporation of the City of Temiskaming Shores.

- 1.30 **Open Session** means any part of a meeting not in "closed session".
- 1.31 **Pecuniary Interest** means a direct or indirect interest within the meaning of the Municipal Conflict of Interest Act, R.S.O, 1990, chapter M.50, as amended, and any subsequent legislation thereto.
- 1.32 **Petition** means a written request signed by one or more persons.
- 1.33 **Point of Order** means an issue to which a member calls attention to:
- (a) any breach of the rules of order pursuant to this Procedural By-law; or
 - (b) any defect in the constitution of any meeting; or
 - (c) the use of improper, offensive or abusive language; or
 - (d) notice of the fact that the matter under discussion is not within the scope of the proposed motion; or
 - (e) any other informality or irregularity in the proceeding of the meeting.
- 1.34 **Point of Personal Privilege** means a matter that a member of Council considers to impugn the integrity of the Council or the individual member.
- 1.35 **Presentation** means the presentation of material, reports or studies to assist Council in their deliberations on a particular subject matter.
- 1.36 **Presiding Officer** means
- (a) The Mayor, or
 - (b) in the absence of the Mayor, the Deputy Mayor, or
 - (c) a member appointed pursuant to Section 10.
- 1.37 **Public Meeting** means a public meeting under the Municipal Act or the Planning Act, or any other statute that requires the Council to hold a public Meeting.
- 1.38 **Public Notice** means a public notice published in accordance with the City's Notice By-law.
- 1.39 **Published** means published in a daily or weekly newspaper that, in the opinion of Clerk, has such circulation within the municipality as to provide reasonable notice to those affected thereby and "publication" has a corresponding meaning.
- 1.40 **Question and Answer Period** means an opportunity for members of the Public to submit a question to Council pertaining to an item on the Council Agenda or the business of Council. It does not constitute a forum for comments or statements by members of the public.
- 1.41 **Quorum** means the minimum number of members who must be present in-person at the meetings for business to be legally transacted.

- 1.42 **Recorded Vote** shall mean the recording of the name and vote of every Member of Council on any matter of question, subject to the Municipal Conflict of Interest Act.
- 1.43 **Regular Meeting** means a scheduled business meeting held in accordance with the approved calendar/schedule of meetings.
- 1.44 **Resolution** means the decision of the Council on any motion including a Recommendation adopted at a Committee of the Whole meeting.
- 1.45 **Rules of Order** shall mean the rules, established by this by-law to govern the proceedings of Council and its Committees.
- 1.46 **Special Meeting** means a meeting not scheduled in accordance with the approved calendar/schedule of meetings.

2. General Provisions

- 2.1 The rules and regulations contained in this by-law shall be observed in all proceedings of the Council and shall be the rules and regulations for the order and dispatch of business of the Council and wherever possible, with the necessary modifications, for all committees of Council, unless otherwise prescribed.
- 2.2 The rules and regulations contained herein may not be suspended except by an affirmative vote of **2/3 of the members** of Council present and voting.
- 2.3 A word in this by-law interpreted in the singular number has a corresponding meaning when used in the plural. Words importing a single gender should be read to be inclusive of both genders.
- 2.4 The Mayor may be addressed as "Mayor (surname inserted)" or as "Your Worship".
- 2.5 A Member of Council may be addressed as "Councillor (surname inserted)".
- 2.6 Where an emergency has been declared the Mayor or Deputy Mayor has the authority to waive provisions within this Procedural By-law.

3. Inaugural Meeting

- 3.1 The Inaugural Meeting date shall be held on the first Monday of December in an election year at 6:00 p.m.
- 3.2 The Inaugural Meeting shall be ceremonial in nature for purposes of the members of Council taking their Oath of Allegiance and Declaration of Office.

- 3.3 The Inaugural Meeting may be opened with a prayer by an officiating clergy chosen by the Head of Council elect.
- 3.4 No business shall be conducted at the Inaugural Meeting until the Oath of Allegiance and Declaration of Office have been taken.
- 3.5 At the Inaugural Meeting, Council shall appoint, by by-law a Councillor as Deputy Mayor.
- 3.6 At the Inaugural Meeting all required Council appointments to local boards and committees shall be appointed for the term of the Council unless otherwise provided by statute or by law.
- 3.7 At the Inaugural Meeting Council liaison representatives are required to be appointed to the following municipal departments;
 - Corporate Services/Finance
 - Protection to Persons & Property/Fire
 - Recreation Services
 - Public Works
 - Economic Development/Tourism

4. Regular Meetings

- 4.1 Regular meetings of the Council shall be held on the first and third Tuesdays of each month commencing at 6:00 p.m., unless otherwise decided by Council.
- 4.2 Council may change the date of a Regular meeting by resolution.
- 4.3 If a Tuesday designated for the holding of a Council meeting falls on a public holiday, or on a day when City Hall is closed for business, Council shall meet on the next business day.

4.4 Postponement - Emergency

The Mayor may, when an emergency or extraordinary situation arises, postpone a meeting for not more than 7 days.

4.5 Postponement — Notice by Clerk

Upon the postponement of a meeting by the Mayor in accordance with section 4.4 of this by-law, the Clerk shall attempt to notify the members of Council on the postponement as soon as possible and in the most expedient manner available.

4.6 **Electronic Participation**

Council members may participate in meetings electronically, however a member who participates cannot be counted towards quorum.

Electronic participation is permitted in meetings open to the public, participation in closed meetings is limited to those councilors or members of a local board who are participating in-person.

5. **Public Meetings**

5.1 Except as provided in Section 6, all Council meetings shall be open to the public.

5.2 Meetings shall be held in the Council Chambers of City Hall situated at 325 Farr Drive unless otherwise decided by Council.

6. **Closed Session Meetings**

6.1 A meeting or part of a meeting may be closed to the public, in accordance with Section 239 (2) of the Municipal Act, if the subject matter being considered is;

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees
- (c) a proposed or pending acquisition or disposition of land for municipal or local board purposes;
- (d) labor relations or employee negotiations;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (g) a matter in respect of which the Council has authorized a meeting to be closed under another Act;
- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- (i) a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence, if disclosed could prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization;
- (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential

monetary value; or

- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.
- 6.2 A meeting shall be closed to the public if the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act*.
- 6.3 Before holding a meeting or part of a meeting that is to be closed to the public, Council, shall state by resolution;
- (a) the fact of the holding of the closed meeting;
- (b) the subsection(s) of the Municipal Act, which authorizes each item to be considered at the closed session; and
- (c) the general nature of the subject matter to be considered at the Closed meeting.
- 6.4 Once in a closed session, no item shall be added to the agenda for that closed session.
- 6.5 The Presiding Officer may call an in-camera/closed meeting after 6:00 p.m. on any Regular meeting night to discuss the matters referred to in the above paragraph 6.1.
- 6.6 If a meeting is in-camera/closed to the public:
- (i) the Presiding Officer shall inquire as to whether any member present has a conflict of interest, to allow a member to declare any conflict, the reasons therefor and leave the meeting;
- (ii) no resolution or record of the meeting shall disclose any information that the head of an institution is not permitted to disclose under the *Municipal Freedom of Information and Protection of Privacy Act*.
- 6.7 Notwithstanding this section, a meeting shall not be closed during the taking of a vote, unless the vote is for a procedural matter, or for giving directions or instructions to officers, employees or agents of the municipality, or persons retained by or under contract with the municipality.
- 6.8 Minutes shall be kept of all closed meetings, identifying the members present and absent, and the senior staff present, in the same fashion as those kept for open sessions and shall correspond directly to the prepared closed session agenda and shall note any direction given pursuant to section 6.7 above.
- 6.9 For discussion of items regarding confidential matters related to an individual employee during a closed session, the City Manager will designate which staff

members may be present.

6.10 For discussion of items regarding confidential matters related to the City Manager, the Mayor will designate which staff members may be present.

6.11 The Clerk may require that extra copies of any reports or documents circulated at a closed session regarding confidential matters related to an individual employee be collected by the Clerk and returned to the Human Resources Department.

6.12 Where an emergency has been declared a member of a council, of a local board or of a committee can participate electronically in a meeting that is closed to the public.

6.13 The Clerk shall be responsible to maintain a confidential copy of all agendas and minutes of closed sessions.

6.14 **Confidentiality**

- (a) Every person to be in attendance at an in-camera/closed meeting held pursuant to this section shall make an Affirmation of Confidentiality at the Inaugural Meeting of the Council or when deemed appropriate and execute a Confidentiality Agreement in the form attached as Appendix 01.
- (b) No person in attendance at an in-camera meeting called pursuant to this section shall disclose to any person that was not in attendance at the meeting any of the information provided at such in-camera meeting.
- (c) Exception: If a Member of Council is not in attendance at an in-camera meeting for any reason other than a Declaration of a Conflict of Pecuniary Interest, he or she may request a copy of the information provided at such in-camera meeting. No Member of Council shall disclose information provided at an in-camera meeting to another Member of Council that is not in attendance due to a Conflict of Pecuniary Interest declared pursuant to the *Municipal Conflict of Interest Act, 1990*.

6.15 **Educational or Training Sessions**

- (a) The Council may meet from time to time for educational or training sessions during in-camera meetings pursuant to section 239.3(1) of the Municipal Act, 2001, (S.O. 2001, c.25) provided that no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council.
- (b) Before holding a meeting or part of a meeting in-camera for educational or training purposes, Council shall state by resolution,
 - (i) the fact of the holding of the closed meeting;
 - (ii) the general nature of the subject matter to be considered at the closed meeting; and

(iii) that it is closed pursuant to section 239.3(1) of the Municipal Act.

6.16 In Camera/Closed Meeting Investigator

In accordance with Section 239.1 (b) of the Municipal Act, 2001, as amended, the Ombudsman shall conduct an investigation, upon the request of any person, to determine if the municipality complied with Section 239 of the Municipal Act or the City's Procedure By-law in respect of a meeting or part of a meeting that was closed to the public.

7. Special Meetings

7.1 The Mayor may summon a Special Council Meeting at any time upon giving written direction to the Clerk directly or through the City Manager, stating the date, time and purpose of the Special Meeting.

7.2 The Clerk shall notify members of Council of the pending Special meeting with the objective of obtaining a quorum. Once satisfied that a quorum will be reached, the Clerk shall summon a Special Meeting for the purpose and at the time mentioned in the petition.

7.3 Special Meetings — Notice

Notice of a Special Meeting called in accordance with this by-law shall be delivered to the members of Council by telephone, facsimile transmission and/or electronic mail, to the phone number, fax number or e-mail address as provided by the members. The Clerk or the Clerk's representative shall use their best efforts to forward members of Council and the media all notices and agendas for Special Council Meetings a minimum of 24 hours in advance of such meetings.

7.4 Special Meetings — Business Specified

No business except the business dealing directly with the purpose mentioned in the notice shall be transacted at a Special Meeting.

8. Emergency Meetings

8.1 In the case of a disaster or emergency as defined in the municipality's Emergency Plan, an Emergency Meeting may be held without notice, to deal with the emergency or extraordinary situation, provided that an attempt has been made by the Clerk or the Clerk's representative to notify the members of Council and the media about the meeting as soon as possible and in the most expedient manner available.

8.2 Emergency Meetings — Business Specified

No business except the business dealing directly with the emergency or extraordinary situation shall be transacted at an Emergency Meeting.

9. Quorum

A majority of all in person members shall constitute a quorum.

Where an emergency has been declared a member of a council, of a local board or of a committee who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time.

10. Meeting Time

10.1 The Mayor, or in his/her absence, the Deputy Mayor, shall call members to order as soon after the meeting time as a quorum is present.

10.2 If the Mayor and Deputy Mayor are not present within thirty (30) minutes after the meeting time, the Clerk shall call the members to order and if a quorum is present, a member shall be chosen from among those present to preside during the meeting or until the arrival of the Mayor or Deputy Mayor.

10.3 In the election of a Presiding Officer, the Clerk shall call the meeting to order and preside.

10.4 If there is no quorum within thirty (30) minutes after the meeting time, the Clerk shall call the roll, take down the names of the members present, and declare the meeting cancelled.

10.5 Unless otherwise determined by Council resolution, all regular Council meetings shall commence at 6:00 p.m. in the Council Chambers of City Hall.

10.6 If during the course of a meeting, the quorum is lost, then the meeting shall stand recessed and shall reconvene when a quorum is regained. In the event that the quorum is not regained within thirty (30) minutes, then the Clerk shall record in the minutes the names of those present and the meeting shall be ended without a formal adjournment.

10.7 The minutes of the meeting which ended because a quorum was lost, shall note that the quorum was lost and shall include the names of the members present at the time the quorum was lost.

11. Absence from Meetings

The members of Council shall inform the Clerk of all planned absences, late arrivals and early departures from a meeting in order that the recording of the minutes of such meeting may accurately reflect attendance (i.e. vacation, illness, other municipal business, personal).

12. Conduct

- 12.1 The Presiding Officer shall preserve order and decorum.
- 12.2 The Presiding Officer may expel or exclude from any meeting any person who is guilty of improper conduct.
- 12.3 No person except a member or officer shall be allowed to approach beyond the podium during a Council meeting without permission of the Presiding Officer.
- 12.4 Every member, prior to speaking, shall address the Presiding Officer, shall confine his remarks to the question and shall not use any indecorous or offensive language.
- 12.5 When two or more members raise their hands to be recognized, the Presiding Officer shall name the member whom he/she first recognizes.
- 12.6 Upon being recognized by the Presiding Officer, a member shall address the Presiding Officer.
- 12.7 While the question is being put, no one shall walk across or out of the Council Chambers, make any noise or disturbance or hold any private conversations, nor when a member is speaking shall any other member hold discourse or interrupt the speaker.

13. Language

- 13.1 No member shall speak disrespectfully of Her Majesty the Queen or of any member of the Royal Family, the Governor-General, Lieutenant-Governor or a Minister of the Crown.
- 13.2 No member shall use offensive words in or against the Council or against any member thereof.
- 13.3 No member shall disobey the decision of the Presiding Officer on questions of order or upon the interpretation of the rules of the Council.
- 13.4 In case a member refuses to obey the order of Council, or a decision of the Presiding Officer on questions of order or practice or upon the interpretation of the rules and should a member persist in such disobedience after having been called to order, the

Presiding Officer may forthwith order him or her to vacate the Council Chamber or place where the meeting is being held. If the member apologizes he or she may, by vote of Council, be permitted to re-take his or her seat.

14. Adjournment

A meeting shall always adjourn by 11:00 p.m. unless a majority of members vote otherwise.

Part 2 – Roles and Duties

15. Role of the Mayor

15.1 It is the role of the Mayor as the Head of Council:

- (a) to act as the Chief Executive Officer of the municipality;
- (b) to preside over Council meetings so that the business can be carried out efficiently and effectively;
- (c) to provide leadership to the Council;
- (d) to provide information and recommendations to Council with respect to the role of Council;
- (e) to represent the municipality at official functions;
- (f) to carry out the duties of the Head of Council under any Act; and
- (g) to fulfill the responsibility of the Head of Council as prescribed in the Temiskaming Shores Emergency Response Plan.

15.2 As Chief Executive Officer of the municipality, the Head of Council shall:

- (a) uphold and promote the purposes of the municipality;
- (b) promote public involvement in the municipality's activities;
- (c) act as the municipality's representative both within and outside the municipality, and to promote the municipality locally, nationally and internationally; and
- (d) participate in and foster activities that enhance the economic, social and environmental well-being of the municipality and its residents.

16. Duty of the Mayor

16.1 It is the duty of the Mayor to preside at all Meetings of Council, and in addition to the

requirements in the Municipal Act shall be responsible:

- (a) to open the Meeting of Council by taking the Chair and calling the meeting to order;
- (b) to receive and submit, in the proper manner, all motions presented by the members;
- (c) to put to vote all motions and announce the result;
- (d) to sit as an ex-officio member of any Committee of Council and to vote at such Meetings;
- (e) decline to put motions to a vote which infringe upon the rules of procedure;
- (f) to inform the members of the proper procedure to be followed and to enforce the rules of procedure;
- (g) to enforce on all occasions, the observance of order and decorum among the members;
- (h) to call by name any member persisting in a breach of the rules of procedure and order the member to vacate the Council Chambers;
- (i) to permit the questions to be asked through the Mayor of any officer of the City for information to assist in any debate when the Mayor deems it proper;
- (j) to provide information relating to the business of the City;
- (k) to authenticate by signature all by-laws, agreements and minutes of Council;
- (l) to rule on any points of order raised by members;
- (m) to represent and support the Council;
- (n) to maintain order;
- (o) to adjourn the meeting when the business is concluded;
- (p) to carry out the duties of the Head of Council under the Municipal Act or any other Act; and
- (q) to act in accordance with his Oath of Allegiance and Oath of Elected Office.

17. Role of the Council

17.1 It is the role of the Council:

- (a) to represent the public and consider the well-being and interests of the municipality;
- (b) to develop and evaluate the policies and programs of the municipality;
- (c) to determine which service the municipality provides in accordance with applicable legislation;

- (d) to ensure that the administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of Council;
- (e) to ensure the accountability and transparency of the operations of the municipality, including the activities of the senior management of the municipality;
- (f) to maintain the financial integrity of the municipality; and
- (g) to carry out the duties of Council under the Municipal Act or any other Act.

18. Duty of Councillors

18.1 It is the duty of Councillors to attend all meetings of Council, and:

- (a) to prepare for meetings, including reviewing the agenda and background information prior to the meeting;
- (b) to speak only to the subject under debate;
- (c) to vote on all motions before the Council unless prohibited from voting by law;
- (d) to observe proper procedure and decorum at all times;
- (e) to state questions to be asked through the Presiding Officer;
- (f) to support the Council once a decision is made;
- (g) to attend Local Board and Committee Meetings to which the member has been appointed by Council;
- (h) to carry out the duties of Councillor under the Municipal Act or any other Act; and
- (i) to act in accordance with their Oath of Allegiance, Oath of Elected Office and Confidentiality Agreement.

19. Duty of the City Manager

19.1 It is the duty of the City Manager to attend all Council Meetings, and:

- (a) to provide vision, leadership and enthusiasm for administration, planning, organizing, directing and controlling all municipal operations and services in accordance with the municipality's policies and relevant legislation;
- (b) to manage the assets, business and financial health of the municipality;
- (c) to manage the relationship between the elected officials and staff;
- (d) to provide municipal representation to government, media, community and public organizations;

- (e) to exercise general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality; and
- (f) to perform all duties listed in the City Manager's job description and other such duties as are assigned by the Council of the municipality.

20. Duty of the Clerk

20.1 It is the duty of the Clerk to attend all Council Meetings, and

- (a) to prepare and distribute agendas for all meetings of Council in accordance with this by-law;
- (b) to record, without note or comment, all resolutions, decisions and other proceedings of the Council, whether it is closed to the public or not;
- (c) if required by any member present at a vote, to record the name and vote of every member voting on any matter or question (recorded votes);
- (d) to keep the originals or copies of all by-laws and of all minutes of the proceedings of the Council;
- (e) to perform other duties required under the *Municipal Act, Municipal Elections Act 1996*, or as required under any other Act;
- (f) to authenticate by signature all by-laws, agreements and minutes of Council;
- (g) to advise Council on parliamentary procedure; and
- (h) to perform all duties listed in the Clerk's job description and other such duties as are assigned by either the City Manager or the Council of the municipality.

Part 3 – Prescribed Notice

21. Notice of Meetings

21.1 Where notice of a Regular Public Meeting is required to be given, the Clerk shall cause such notice to be published in a newspaper at least five (5) days prior to the meeting.

21.2 No notice shall be required under this by-law, where the provision of notice will interfere with the ability of Council to conduct business with respect to a matter permitted for a closed session under Section 239 of the Act.

21.3 Nothing in this by-law shall prevent the Clerk from using more comprehensive methods of providing notice or for a longer notice period or additional notices where deemed desirable.

21.4 Emergency Provisions

If a matter arises, which in the opinion of the City Manager, in consultation with the Mayor, is considered to be of an urgent or time sensitive nature, or which could affect the health or well-being of the residents of the municipality, or if a State of Emergency is declared, or if so advised by a Provincial Ministry, the notice requirements of this by-law may be waived by the City Manager and the Clerk shall make his best efforts to provide such notice as is reasonable under the circumstances.

Part 4 – Voting and Debate Procedures

22. Conflict of Interest

22.1 All members have a personal obligation to comply with the *Municipal Conflict of Interest Act*.

22.2 A member shall declare a conflict of interest in accordance with the *Municipal Conflict of Interest Act* and

- (a) shall, prior to any consideration of the matter at a meeting, disclose the interest and the general nature thereof;
- (b) shall not take part in the discussion of, or vote on any motion in respect of the matter; and
- (c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such motion.

22.3 If the conflict under section 22.2 above is with respect to an item on a closed session agenda, in addition to complying with the requirements of section 22.2 above, the member shall forthwith leave the closed session or that part of the closed session during which time the matter is under consideration.

22.4 Where the interest of a member has not been disclosed as required by section 22.2 above, by reason of the member's absence from the meeting referred to therein, the member shall disclose the interest and otherwise comply with section 22.2 above at the first meeting of Council attended by the member after the meeting referred to in section 22.2 above.

22.5 Subject to compliance by all members with the *Municipal Conflict of Interest Act*, the Presiding Officer may vote with the other members on all questions.

23. Duties of Presiding Officer

23.1 The Presiding Officer may answer questions and comment in a general way without leaving the Chair, but if he/she wishes to speak on a motion taking a definite position and endeavouring to persuade the Council to support that position, he/she must first

leave the chair.

23.2 If the Presiding Officer desires to leave the chair for the purpose of taking part in the debate or for any other reason, he/she shall designate another member to fill his/her place until he/she resumes the Chair.

24. Voting

24.1 Every member of Council who shall be present when a question is put shall vote thereon unless he/she is disqualified to vote on the question. All votes shall be by show of hands except where a recorded vote is requested by any member.

24.2 The Presiding Officer shall announce the result of every vote.

25. Result of the Vote - Disagreement

Any member who disagrees with the announcement of the Presiding Officer that a motion is carried or lost may, but only immediately after the declaration by the Presiding Officer, appeal the declaration and request that a recorded vote be taken, subject to the next order of business not having been already introduced.

26. Tie Vote – Deemed Negative

Any question on which there is a tie vote shall be deemed to be lost, except where otherwise provided by any Act. (Municipal Act, 2001, c.25, s.245).

27. No Vote – Deemed Negative

If any member present refuses to vote, for other than a conflict of interest, it shall be recorded as a vote in the negative.

28. Recorded Votes

28.1 Where required by statute, and whenever any member shall request a recorded vote, the names of those who vote for and against the question shall be entered in the Minutes.

28.2 Subject to the *Municipal Conflict of Interest Act*, where a recorded vote is requested each member present in the chamber shall announce their vote openly.

28.3 The Clerk shall begin the recorded vote with the member who requested the recorded vote, and proceed in random order to poll all Councillors and the Presiding Officer.

29. Privilege

29.1 A member may raise a point of privilege at any time if they consider that their integrity or the integrity of the Council as a whole has been impugned, whereupon the Presiding Officer shall:

- (a) interrupt the matter under consideration;
- (b) ask the member raising the point of privilege to state the substance of and the basis for the point of privilege; and
- (c) rule on the point of privilege immediately without debate by Council.

29.2 Where the Presiding Officer considers the integrity of any City employee has been impugned or questioned, the Presiding Officer may permit the City Manager to make a statement to the Council.

30. Points of Order and Bourinot's Rules

30.1 The Presiding Officer may call to order any member who is speaking.

30.2 A member called to order shall remain seated and shall not speak until the point of order has been determined by the Presiding Officer, unless permitted to explain.

30.3 Whenever the Presiding Officer elects or is required to decide a point of order, the point shall be stated, a ruling made and the reason therefore given by the Presiding Officer.

30.4 In the event that this by-law does not address an issue, then Bourinot's Rules of Order shall apply.

30.5 No member shall disobey the decision of the Presiding Officer on questions of order or upon the interpretation of the rules of the Council.

30.6 In case a member refuses to obey the order of Council, or a decision of the Presiding Officer on questions of order or practice or upon the interpretation of the rules and should a member persist in such disobedience after having been called to order, the Presiding Officer may forthwith order him or her to vacate the Council Chamber or place where the meeting is being held. If the member apologizes he or she may, by vote of Council, be permitted to re-take his or her seat.

30.7 Speaking Order

- (a) When a member is speaking, no other member may speak or shall make any disturbance or pass between the speaker and the Presiding Officer or interrupt the speaker, except to raise a point of order.
- (b) Every member shall speak only to the matter under debate upon being recognized by the Presiding Officer for a maximum of five (5) minutes.

30.8 Any member may require the motion under discussion to be read at any time, but not so as to interrupt a member speaking.

30.9 Without leave of the Presiding Officer, no member shall speak more than once on the same question, except to explain, without introducing new matter, a material part of a speech which may have been misconceived.

31. The Question

31.1 When a question is finally put by the Presiding Officer, no member shall speak to the question, nor shall any other motion be made until after the result of the vote has been declared.

31.2 A decision by the Presiding Officer that the question has been finally put shall be conclusive.

31.3 No member shall comment upon any vote by the Council.

32. To Amend the Rules

32.1 No rule contained in this by-law shall be repealed, altered or amended unless the Clerk receives two weeks written notice of any member's intent to introduce an amendment.

32.2 Public Notice of any amendment to the Procedural By-law shall be provided in accordance with the City's Notice By-law.

33. To Amend Motions

33.1 Every amendment shall be in writing and shall be decided or withdrawn before the main question is put.

33.2 Only one amendment shall be allowed to an amendment.

- 33.3 Amendments shall be put in reverse order to that in which they are moved.
- 33.4 If a vote on an amendment is carried, then the main motion shall be deemed to be carried.
- 33.5 Any member may request the Presiding Officer to divide any motion or report into such parts as the member may submit and the Presiding Officer shall make a ruling on whether to divide the motion.
- 33.6 If a proposed amendment or an amendment to an amendment is lost, then unless a further amendment is put, the main question shall be put.
- 33.7 When putting an amendment, the Clerk shall read the wording as it appears in the main motion, read the proposed amendment and then read the wording as it would be if the amendment carried.

34. Reconsideration

No matter decided within the calendar year shall be reconsidered without the consent by resolution of the Council. Such consent shall require an affirmative vote of 2/3 of the members present and voting.

35. Inquiries

- 35.1 Inquiries about a matter may be raised by any member and put to the Presiding Officer or through him/her to the City Manager, who may call upon another officer to reply.
- 35.2 No argument or opinion shall be offered or fact stated except as is necessary to explain the inquiry or the answer.
- 35.3 A member and staff are not to debate the matter.
- 35.4 Inquiries may be in writing or may be made orally.
- 35.5 An officer shall reply promptly in writing in response to all requests for reports made by Council resolution.
- 35.6 The City Manager may provide an update of the status of matters remaining on file at the end of each Regular meeting.

Part 5 – Agenda and Motions

36. Agenda

36.1 The Clerk shall prepare for the use of the members an Agenda for the Regular Council meetings as follows:

1. Call to Order
2. Roll Call
3. Review of Revisions or Deletions to the Agenda
4. Approval of Agenda
5. Disclosure of Pecuniary Interest and General Nature
6. Review and Adoption of Council Minutes
7. Public Meetings pursuant to the Planning Act, Municipal Act and Other Statutes
8. Question and Answer Period
9. Presentations/Delegations
10. Communications
11. Committees of Council – Community and Regional
12. Committees of Council – Internal Departments
13. Reports by Members of Council
14. Notice of Motions
15. New Business
16. By-Laws
17. Schedule of Meetings
18. Question and Answer Period
19. Closed Session
20. Confirming By-law
21. Adjournment

36.2 The business shall be taken up in the order in which it stands upon the Agenda in all cases except where the Presiding Officer deems it necessary or expedient to alter the order of business listed on the Agenda.

36.3 A copy of Committee reports/minutes, staff reports and communication items received by the Clerk no later than 4 p.m. on the Wednesday prior to a Council meeting shall be provided to all members of Council by circulation of the Agenda.

36.4 Reports From Municipal Officers

- (a) Reports from municipal officers shall be signed by the writer. Signatures are

required from the writer and Director. The City Manager shall sign all reports to Council.

- (b) Reports shall be submitted to the City Manager no later than noon on the Wednesday before the Council Meeting for approval and signature.
- (c) Where the City Manager, in consultation with the Mayor, determines a matter to be of an extremely urgent matter, then a staff report submitted after Wednesday at 12 noon may be shown on the Agenda without copies being provided.
- (d) Any staff reports received by the Clerk after 12 noon on the Friday before a meeting shall be referred to the next following Council meeting.

36.5 Additions to the Agenda

- (a) In the event that an item(s) deemed to be time sensitive must be added to an Agenda that has already been posted and circulated to the public and the media, an Addendum shall be posted and circulated to the media at least 24 hours prior to the meeting in an effort to provide advance public notice;
- (b) Should an item deemed to be time sensitive need to be added to the Agenda without advance public notice such as during the "Review of Revisions or Deletions to the Agenda", Council shall vote to allow such item(s) to be added to the Agenda. Such additions shall require a majority vote of the members present and voting.

37. Delegations / Presentations

37.1 Delegations

Delegations from members of the public may be received at Regular Meetings of Council.

37.2 Persons wishing to make a formal presentation to Council must register with the Clerk prior to 4:30 p.m. on the Wednesday preceding any Regular Meeting. A written copy of the submission shall be provided to the Clerk prior to 4:30 p.m. on the Thursday preceding a Regular Council Meeting.

37.3 The maximum number of presenters in any delegation (including the spokesperson) shall be three.

37.4 The Clerk shall inform the presenter of the guidelines affecting the delegation (e.g. maximum time, maximum of three presenters and adherence to subject).

37.5 Delegation exceptions

- (a) A public delegation, which has been registered with the Clerk may address

matters of municipal jurisdiction for up to 10 minutes.

- (b) Notwithstanding subsections (a) above, no delegation shall be permitted when the subject matter to be addressed relates to a recommendation of any tribunal that has conducted a hearing under the Statutory Powers Procedure Act, R.S.O. 1990, c. 22, as amended.

37.6 No person will be permitted to address Council with respect to a labour management dispute or issue, unless provided for by legislation or collective agreement.

37.7 Any delegation request that implies or threatens legal action shall be denied. The City Manager may refer all such matters to Legal Counsel.

37.8 Presenters appearing before Council who have previously appeared before the same Council on the same subject shall be limited to providing only new information in their second or subsequent appearances for up to 5 minutes. A presenter is not permitted to appear before Council more than two times on the same subject matter.

37.9 In unique circumstances, the time limit may be extended by the Chair or a majority vote of the Council members present. Such question shall be decided by Council without debate.

37.10 No presenter shall:

- (a) speak disrespectfully of any person;
- (b) use offensive words or unparliamentary language;
- (c) speak on any subject other than the subject for which he/she received approval to address; or
- (d) disobey the rules of order or a decision of the Presiding Officer.

37.11 After the presenter has finished, members shall each have the opportunity to ask questions for clarification purposes only, and without debate.

37.12 The Presiding Officer may curtail any presenter, any questions of a presenter or debate during a delegation, for disorder or for any other breach of this Procedural By-law and, should the Presiding Officer rule that the delegation is concluded, the presenter shall withdraw immediately and shall be given no further audience by the Council.

37.13 Public delegations made at the beginning of the meeting may be considered by Council during the New Business portion of the Agenda.

37.14 Public delegations, depending on their nature, may be assigned by the City Manager to the appropriate Director and/or Committee of Council for follow up.

37.15 The Presiding Officer, at his/her discretion, may recognize a member of the public.

37.16 Presentations

Presentations may be received from municipal staff, public agencies, consultants retained by the municipality or the Municipal Auditor at a Regular Meeting of Council.

37.17 Presentations to Council from any of those listed in Section 37.14 shall be subject to a maximum time limit of thirty (30) minutes for their presentation unless otherwise decided by Council.

38. Notice of Motion

38.1 Notice of Motions shall be given in writing;

- (a) at a meeting of Council, but shall not be debated until the next regular meeting of Council or subsequent meeting specified by the member introducing the Notice of Motion; or
- (b) delivered to the Clerk at any time prior to noon of the last business day preceding the date of the meeting at which the motion is to be introduced.

38.2 Where a member's Notice of Motion has been called by the Presiding Officer at the subsequent meeting and not proceeded with, it shall be dropped from the agenda unless Council decides otherwise.

38.3 Where Council has determined not to drop a notice of motion from the agenda, and at the second meeting such notice of motion is called by the Mayor and not proceeded with, it shall be deemed to have been withdrawn.

39. Motions

39.1 Every motion shall be in writing, shall be seconded and shall be read by the Presiding Officer before debate or before being put from the Chair.

39.2 Where the question under consideration contains separate propositions then, at the request of any member of Council, any separate matter shall be put separately.

39.3 After a motion is read by the Presiding Officer, it shall be deemed to be in the possession of the Council, but may be withdrawn at any time before decision or amendment.

40. Precedence

40.1 When a question is under debate, the only motions in order shall be:

1. to extend the time of the meeting;
2. to amend;
3. to lay on the table;
4. to postpone to a certain time and day;
5. to move the previous question.

These five motions shall have precedence in the order in which they are listed.

40.2 On a motion to postpone to a certain time and day, only the question of time and day so mentioned is open to debate, after an explanation by the mover of the motion.

40.3 A motion to refer for a staff report shall name the City Manager who shall determine the necessary staffing requirements and timelines for submission of a report back to Council.

Part 6 – By-laws and Correspondence

41. By-laws

41.1 By-law Presentation

- (a) No by-law shall be presented to Council unless there is a resolution to authorize the by-law.
- (b) Each member shall be supplied with a copy of every by-law prior to consideration of the by-law by the Council.
- (c) No by-law shall be introduced for first reading in blank or in imperfect form.
- (d) The Presiding Officer shall provide a brief description and summary of each by-law listed on the Agenda prior to calling the question on the first and second reading.

41.2 By-law Adoption

- (a) A by-law shall be passed by being given three readings.
- (b) A by-law shall be given each reading by reference to its by-law number in the same resolution in which all by-laws are being considered.
- (c) At the request of any member of Council, the reading of any by-law shall be deleted from a consolidated motion and dealt with by separate motion.
- (d) A by-law shall be deemed to have been read upon the number, title or heading being read or taken as read, unless a member requires the by-law or any

portion thereof to be read in full.

- (e) The minutes of the meeting shall reflect both the number and the title of the by-law, notwithstanding that the motion refers only to the number of the by-law.

41.3 First Reading and Second Reading

The first and second reading of a by-law shall be decided by resolution without amendment or debate.

41.4 Third Reading

- (a) The third reading of a by-law shall be decided by resolution at which time the contents of the by-law shall be debated.
- (b) The contents of the by-law may be changed by an amending resolution to authorize the third reading.
- (c) An amending resolution may be introduced to refer the by-law for further consideration.
- (d) A by-law deferred for further consideration shall be considered at the next Regular Meeting of Council.

41.5 Every by-law which has been read a first and second time may, at the same meeting or at a subsequent meeting, be read a third time and finally passed.

41.6 **Records**

The Clerk shall endorse on every by-law the dates of the three readings thereof.

41.7 Every by-law passed by Council shall be numbered, sealed with the corporate seal, signed by the Mayor and the Clerk and the by-law shall be entered in a by-law register to be kept by the Clerk.

42. Minutes

After the minutes of each meeting of the Council have been approved by the Council, the minutes shall be immediately signed by the Mayor and Clerk.

43. Documents

All original documents, including by-laws, contracts, agreements, deeds, leases, bonds or other securities, addressed to or considered by the Council, shall remain in the custody of the Clerk.

44. Correspondence

- 44.1 Every communication to be considered by Council shall be in writing.
- 44.2 All correspondence addressed to "Mayor and Council" shall be opened by the Clerk's Office and date-stamped for the day on which it is received.
- 44.3 The Clerk, at his or her discretion, shall determine the method of distribution for correspondence addressed to "Mayor and Council" by either placing such correspondence in individual Council Member mail-boxes situated at City Hall, distribution by e-mail or included in the correspondence in the Communications section of the Council Agenda.
- 44.4 All correspondence referred to appropriate staff shall receive a response within six weeks following its receipt.
- 44.5 Requests for Proclamations shall be distributed in the Communications section of the Council Agenda with a "**Received for Information**" reference. Any member of Council may request that a proclamation be prepared and considered by Council at an upcoming meeting.

Part 7 - Committees

45. Ad Hoc Committee

- 45.1 Ad Hoc Committees may be established by Council, from time to time for consideration of special projects or in response to specific issues requiring immediate or long-term attention.
- 45.2 Prior to the establishment of an Ad Hoc Committee which Council has determined will include members of the public, the Clerk shall place an advertisement in a newspaper inviting members of the public to apply to be a member of the committee.
- 45.3 Each Ad Hoc Committee shall be given a clear mandate and well defined terms of reference that shall include:
- (a) the mandate,
 - (b) the membership,
 - (c) the composition, including the applicable staff members,
 - (d) the reporting relationships,
 - (e) the staff and other resources to be made available, and
 - (f) a start and finish date.

- 45.4 The Chair and Vice-Chair shall be determined and appointed by the Council.
- 45.5 The Mayor shall be ex-officio, a member of all Ad Hoc Committees of Council and shall be entitled to vote and to make motions and amendments.
- 45.6 Any member of Council may attend and participate in meetings of Ad Hoc Committees, but only those appointed by Council resolution may vote.
- 45.7 The Ad Hoc Committee shall meet in accordance with the meeting schedule established by the Committee at a location to be determined by the Chair.
- 45.8 The Procedural Rules governing meetings of Council as set out in this by-law shall apply, with necessary modifications, to any meeting of an Ad Hoc Committee.
- 45.9 When an Ad Hoc Committee has completed its work and submitted its final report, it dissolves automatically, unless otherwise directed by Council.
- 45.10 Council may terminate an Ad Hoc Committee at its discretion at any time.

Part 8 – General Provisions

46. Severability

Should any section, subsection, clause, paragraph or provision of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the provisions so declared to be invalid.

47. Repeal

By-law No. 2004-110, as amended, is hereby repealed.

48. Enactment

This By-law shall take force and effect upon being passed.

**Affirmation of Confidentiality
of By-law 2008-160**

6.13 (a) Every person to be in attendance at an in-camera/closed meeting held pursuant to this section shall make an Affirmation of Confidentiality at the Inaugural Meeting of the Council or when deemed appropriate and execute a Confidentiality Agreement in the form attached as Appendix 01

I, _____, being a person to be in attendance at an in-camera/closed meeting of the Council of The Corporation of the City of Temiskaming Shores, held pursuant to Section 6.13 of Schedule "A" to By-law No. 2008-160, as amended do hereby affirm that I will not disclose to any person any information or document arising from confidential Council meetings of The Corporation of the City of Temiskaming Shores that come to my knowledge or possession by reason of those meetings, except as I may be legally required or expressly authorized to do so or except as that information or document has otherwise already been properly made public.

Confidentiality Agreement

By signing this document, I agree that:

I will not disclose to any person any information or document communicated to me in a confidential meeting held by the Council of The Corporation of the City of Temiskaming Shores in connection with any matter designated as confidential by the Procedural By-law except as I may be legally required or expressly authorized to do so or except as that information or document has otherwise already been properly made public.

Signed, sealed and delivered at Temiskaming Shores, Ontario, this _____ day of _____, 20____.

Signature

Affirmed before me at the City of Temiskaming Shores in the District of Timiskaming this _____ day of _____, 20 _____.

David B. Treen, a Commissioner, etc.
While Clerk of the City of Temiskaming Shores

Subject: Equipment Purchase – Truck Mounted
Spray Patcher

Report No.: PW-008-2020
Agenda Date: March 24, 2020

Attachments

- Appendix 01:** AMACO Quotation – 2020 Duramaxx P5 Durapatcher
- Appendix 02:** CUBEX Quotation – 2019 Schwarze RP7 Patcher
- Appendix 03:** Enduraquip Quotation – Rosco RA 400 Patcher
- Appendix 04:** CUBEX Quotation – 2014 Schwarze RP7 Patcher
- Appendix 05:** Sole Source Justification

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-008-2020; and
2. That Council directs staff to prepare the necessary by-law and agreement for the purchase of a 2014 Schwarze, Truck Mounted, RP6 Spray Patcher, from CUBEX Limited at a cost of \$258,000.00 plus applicable taxes for consideration at the March 24, 2020 Regular Council meeting.

Background

Further to the initial 2020 Capital Budget deliberations, Public Works staff introduced the option of reducing a proposed multi-year roadway resurfacing / rehabilitation program by increasing maintenance activities in a more efficient and effective manner.

To enhance the repairs of cracks and potholes it was suggested that a “truck mounted” spray patcher would increase efficiency and production while reducing labour costs, by replacing the existing trailer mounted equipment. Council considered the proposal and approved the inclusion of an upset limit of \$340,000.00 for a truck mounted spray patching unit as part of the 2020 budget process.

Analysis

Staff are familiar with three such models available for purchase, all manufactured in the United States and distributed by dealers in Ontario. Each of the dealers were contacted for information and availability of their particular units.

Three (3) submissions were received in response to the informal Request for Quotation. The suppliers were requested to provide costing for the supply and delivery of one new model unit based on their comparable product and to indicate any additional options that may be considered given our northern location and maintenance seasons. It was understood that under normal conditions, delivery for the most part ranged from 60 to 70 days from the date of order.

The submissions received were as noted below;

Supplier	Model / Year	Sub-total	HST *	Total
AMACO, Mississauga	Durapatcher P5/ 2020	\$330,099.00 (1)	\$5,809.74	\$335,908.74
CUBEX, Brantford	Schwarze RP7/ 2019	\$321,500.00 (2)	\$5,658.40	\$327,158.40
Enduraquip, Brampton	Rosco RA400/ 2020	\$326,450.00 (3)	\$5,745.52	\$332,195.52

*** Non-Refundable HST**

Notes:

(1) Durapatcher P5 – Kenworth K370 Chassis

Price includes: Heated hose and nozzle assembly, Cab mounted Strobe Lights, 30” x 60” Rear Mounted Arrow Board, Rear View Camera, 5 cu. yd. Heated Aggregate Hopper for Cold Weather Application, Hopper equipped with slide gates for loading aggregate. Aux. Engine- John Deere - Two days training on site. FOB – T. Shores

(2) Schwarze RP7 – Peterbilt 220 Chassis

Price includes: Standard features, 6 cu. Yd. heated aggregate hopper with roll tarp cover, conveyer and vane delivery system for aggregate, adjustable volume and two speed blower and aggregate feed system, heated hose and nozzle assembly, hopper mounted flashing sign board. Aux. Engine – Isuzu - Two days training on site. FOB – T. Shores

(3) Rosco RA400 – Peterbilt 220 Chassis

Price includes: 5 cu. yd. Aggregate Hopper with electric / hydraulic lids, adjustable feed gates, 30” x 60” Rear Mounted Arrow Board. (Heated Hopper and Rear Camera - \$5,550 plus tax). Aux. Engine – Kubota - FOB - Brampton

The only experience that staff have had with respect to truck mounted spray patchers dates back to 2003 when the Town of Haileybury rented a Durapather model from AMACO for a period of three months. Since 2013, the City has utilized a trailer mounted model from the same manufacturer. Both units performed well.

In reaching out to Contractors in Southern Ontario, a maintenance and construction company, located in Maple, currently has four truck mounted units in its fleet. All of the machines are the Rosco RA 400 model with three being used extensively and the fourth unit (2010 model with 70,000 kms and 1800 hours) and is seldom being used based on the dependability of the fleet.

The City of Welland has been using the Schwarze model for a number of years and the Operations Manager has provided city staff with an excellent review and positive reference regarding this particular machine.

With regards to warranty maintenance, the Kenworth cab and chassis can be carried out locally while the Peterbilt maintenance would have to be completed in North Bay.

In light of the \$330,000 plus price tags on these new models, staff also requested used or demonstration model options from each of the suppliers. Only Cubex, with the Schwarze RP6 Road Patcher, was able to provide an alternative.

Cubex has indicated that they currently have a 2014 model (2014 Peterbilt cab and chassis) available at their Calgary Branch location. This machine has been used exclusively as a

“demonstration” model visiting Trade Shows and municipalities in western Canada and has 73 operating hours and 11,605 miles showing on the meters as of March 6th, 2020. This particular machine is equipped with all of the features shown on their quotation for a new model and would have a 90-day warranty on the cab and chassis and a 1-year warranty on the patcher body. The quotation provided by Cubex, including delivery to and training at our facility, is \$262,540.80 including non-refundable HST.

Relevant Policy / Legislation/City By-Law

- By-Law No. 2017-015, Procurement Policy, Section 10.0 Procurement Methods
- By-Law No. 2017-015, Procurement Policy, Section 10.10 ii) Sole Sourcing
- 2020 Capital Budget (Fleet)

Asset Management Plan Reference

N/A

Financial / Staffing Implications

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

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

Approved Capital Project Budget = \$340,000.00

Total Proposed Cost to be approved by Resolution / By-law = \$262,540.80

Alternatives

1. Using the three quotations provided for a new model, purchase a 2019 Schwarze RP6 Road Patcher from CUBEX Limited at a cost of \$327,158.40 with an estimated delivery of 60 to 70 days.
2. Using the quotation provided for a demonstration or used machine, purchase a 2014 Schwarze RP6 Road Patcher from CUBEX Limited at a cost of \$262,540.80 with an estimated delivery of 30 days or less. (Recommended)

Submission

Prepared and Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

 G. Douglas Walsh, CET
 Director of Public Works

 Christopher W. Oslund
 City Manager



Amaco Equipment

5804 Datsun Road • Mississauga, ON L4W 1H2

(905) 670-3440 • Fax: (905) 670-3446

www.amacocei.com

Ship To: SAME AS BELOW

Branch		01 - AMACO	
Date	Time	Page	
02/07/2020	15:07:17 (O)	1	
Account No.	Phone No.	Quote No.	
TEMIS001	7056723363	A01006	
Ship Via		TBD	
CARRIE CAHILL		Quoted By CCA / AB	

Quote To: CITY OF TEMISKAMING SHORES
325 FARR DRIVE
PO BOX 2050
HAILEYBURY ON P0J 1K0

Attention: DOUG WALSH

EQUIPMENT QUOTATION

Description ** Q U O T E ** EXPIRY DATE: 03/31/2020 Amount

New DURAPATCHER P5 2020 DURAMAXX ONE OPERATOR PATCHER 223599.00

Included in purchase price as follows:
12 Volt Nozzle Heater 408080
Heated Hose Assembly 18', Ship Out Parts 155653
Strobe Light Cab Mount, All Truck Mounts 408437
30"x60" LED ArrowBoard Option 408439
Rear View Camera 130758
Aggregate Hopper Heater, All Truck Mounts

Sale # 01 Subtotal: 223599.00
ON HST: 29067.87
TOTAL: 252666.87

Kenworth - K370 Chassis 106500.00
See specs included

Sale # 02 Subtotal: 106500.00
ON HST: 13845.00
TOTAL: 120345.00

Subtotal: 330099.00
ON HST: 42912.87

Authorization: _____ Quote Total: 373011.87

WE THANK YOU FOR YOUR INTEREST IN AMACO EQUIPMENT AND OUR PRODUCTS.

AMACO IS HERE TO SUPPORT YOUR EQUIPMENT INVESTMENT.

ARE YOU INTERESTED IN A PREVENTATIVE MAINTENANCE PROGRAM?

CALL US TODAY FOR A FACTORY TRAINED AND CERTIFIED PROGRAM.

Terms: Net 30 upon delivery

Currency: Canadian funds (1.35% US exchange ** based on current value - subject to change)

FOB: Your facility

Training: Factory - 2 days operating training included



Amaco Equipment

5804 Datsun Road • Mississauga, ON L4W 1H2

(905) 670-3440 • Fax: (905) 670-3446

www.amacocei.com

Ship To: SAME AS BELOW

Branch		
01 - AMACO		
Date	Time	Page
02/07/2020	15:07:17 (O)	2
Account No.	Phone No.	Quote No.
TEMIS001	7056723363	A01006
Ship Via		TBD
CARRIE CAHILL		Quoted By CCA / AB

Quote To: CITY OF TEMISKAMING SHORES
325 FARR DRIVE
PO BOX 2050
HAILEYBURY ON P0J 1K0

Attention: DOUG WALSH

EQUIPMENT QUOTATION

Description ** Q U O T E ** EXPIRY DATE: 03/31/2020 Amount

Warranty: Factory Warranty

**DURAMAXX
LIMITED WARRANTY**

Effective January 1, 2015

1. Limited Warranties:

For two (2) years from the purchase date DURACO, INC. warrants to the original purchaser that the goods purchased are free from defects in material or workmanship on the following items:

- a. John Deere Diesel Engine
- b. Airfeed system EXCLUDING the feed pipe system of 11'8" discharge metal pipe and 16'4" rubber discharge hose and nozzle
- c. Air Compressor
- d. Blower
- e. Boom arms

All Pneumatic rams, valves and air dryer- 5 year product replacement warranty.

For one (1) year from the purchase date DURACO, INC. warrants to the original purchaser that the goods purchased are free from defects in material or workmanship on the following items:

- a. Blower drive coupling
- b. Heat blankets and thermostat
- c. Hot oil circulating pump
- d. Air solenoid valve
- e. Heat exchanger
- f. Hydraulic pump and related parts
- g. Actuator, cylinders and electric solenoids

2. This warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, accident, or damage due to lack of maintenance.
3. DURACO, INC., will replace for the purchaser any part or parts found upon examination at the factory, to be defective under normal use and service due to defects in material or workmanship.
4. Except as provided herein, no employer, agent, dealer or other person is authorized to give any warranties of any nature on behalf of DURACO, INC.

**KENWORTH TRUCK COMPANY
Medium Duty Warranty Schedule
UNITED STATES
VEHICLE ONLY**

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Kenworth Truck Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, whichever shall occur first. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

	MONTHS	MILES
Basic Vehicle This coverage applies to the basic highway vehicle, except for additional coverage and warranty exclusions below.	12	Unlimited
Major Components Eaton, Meritor & Dana Spicer front axle, beam, spindles, kingpin & kingpin bushings. Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions, gears, shafts, case & bell housing. Eaton auto shift. Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes).	24	Unlimited
Engine Basic Engine Warranty	24	250,000
Eaton Hybrid Components Hybrid Drive Unit (HDU) with Motors and Electronic Actuator (ECU), Electronic Clutch Actuator (ECA), Power Electronic Carrier (PEC), including batteries, Inverter, Hybrid Control Module (HCM), DC/DC Converter (in Utility Application Only), Auxiliary Power Generator Kit (APG) (in Utility Application Only)	36	150,000
Frame, Gussets, Crossmembers, Cab/Hood Structure, and Cab/Hood Corrosion Frame rails, gussets, and crossmembers. Structural components of the cab and hood. Cab and hood perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab panel or to finish paint.	36	Unlimited
Allison Transmission	36	Unlimited
PACCAR Batteries	12	Unlimited
Heater/Air Conditioner (HVAC)	12	Unlimited
Gaskets and Wheel Seals	12	50,000
Cab and Hood Paint	12	100,000
Frame Paint - Black only	12	100,000
Frame Paint - All colors other than black	6	50,000
Frame Paint - Logger mixer, Dump, Refuse, Oil Field & Construction applications	3	25,000
Severe Service Vehicle - All Kenworth installed components except as excluded herein. Severe Service vehicles are those operated 10% or more on class C or D roads.	12	50,000

Chassis Number(s) (17-digit VIN)

Customer Initials _____



CUBEX LIMITED

189 Garden Avenue
Brantford, Ontario
N3S 0A7 Ph: 519-770-0216

Quote

Information	
Quote No:	TG20200306
Quote Date:	March 6th, 2020
Page #:	1 of 1

Quoted To
Temiskaming Shores 325 Farr Drive P.O. Box 2050 Haileybury, Ontario 705-647-6220

Ship To
same as.

Cust. No.	Invoice #	Sales Representative	Customer Contact	Ship Via	Terms
310005		Ty Golding	Mitch	road transport	P.O. & net 30

ITEM #	DESCRIPTION	Order Qty.	Ship Qty	List price	Sale Price
NEW BUILD	Schwarze Road Patcher. RP7	1	-	\$ 317,000.00	\$ 317,000.00
	Mounted on a Peterbilt 220 Chassis year 2019		-		
	VIN# TBD at time of order		-		
	Paccar Engine (Tier 4 Hwy)		-		
	Allison Auto trans		-		
	Rear leaf spring suspension		-		
	power windows		-		
	power locks		-		
	power mirrors		-		
	air ride cab		-		
	air ride seat		-		
	Schwarze Road Patcher RP7		-		
	standard features		-		
	vane feeder, meters rock into the air stream		-		
	consistent aggregate placement and even emulsion coating		-		
	92% compaction rate when injected into the hole		-		
	7" LCD heads up display screen		-		
	full function proportional joystick		-		
	boom, blower, rock, emulsion		-		
	300 Gallon Aux tank		-		
	435 CFM output blower		-		
	2-1/2 rubber lined hose		-		
	tilting nozzle for better blast and function		-		
	front mount corner boom for greater visibility		-		
	Freight charge		-		\$ 4,500.00
HST No. 101222875				Subtotal	\$ 321,500.00
Business No. 101222875 RM0001				Discounts/Trade In	
Customer Signature				Total	\$ 321,500.00
				HST	\$ 41,730.00
A Service Charge of 2% per month (24% per annum) will be charged on accounts over 30 days				Quote Total	\$ 363,230.00

Notes: Delivery time from date of order.	Customer Copy
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Exclusive Features of the Schwarze



PAGE 1 OF 3

AUXILIARY ENGINE

The Roadpatcher water-cooled auxiliary engine feature is available exclusively from Schwarze. This option has been the greatest innovation on the Roadpatcher since the unit's inception in 1980. All patching operations will discover the following benefits as a result of this unique option:

- ◆ 30% more production, without working any harder. The increased production results from quicker setup times and the ability to begin each repair immediately upon lining up on the repair.
- ◆ The ability to move the unit while performing a repair. Because the auxiliary motor, instead of the truck engine, is used to provide power to the patching unit, the truck transmission can be left in drive or reverse during patching. This allows the operator to reach the far corners of every repair without interrupting the patching procedure.
- ◆ Schwarze offers an auxiliary engine which is water-cooled. The coolant is circulated through the heating tube inside the emulsion tank and alongside the emulsion lines leading to the mixing nozzle. The mixing nozzle is also heated. This allows the Roadpatcher to be used all year. This method of heating is more efficient than an air- or oil-cooled auxiliary engine, both of which have only a limited ability to heat the emulsion. This method is also more efficient than using the cab motor coolant because the thermostat of the truck motor may not open in the winter months, providing no heating at all.
- ◆ With the auxiliary engine feature, patching longitudinal cracks takes 1/10th the time. The truck can be rolled forward while tacking the area, rolled back to fill, and then rolled forward again to apply the dry coat. This is not possible with any other patching unit without risking voiding the transmission's factory warranty.
- ◆ Lower operating and maintenance costs result with the auxiliary motor because the chassis motor is not used to power the patching unit. A 200 hp diesel uses much more fuel than a 41 hp diesel.
- ◆ The auxiliary engine unit is easier to operate and provides the most consistent repair possible due to the preset aggregate system, which works in conjunction with the emulsion preset system.

HEATED EMULSION PRESETS

Emulsion presets take the guesswork out of the amount of emulsion an operator applies to the aggregate. This feature allows the operator to preset the amount of emulsion desired and, when ready, simply flip a switch to initiate the aggregate coating process.

- ◆ Presetting of the emulsion is accomplished with a return-to-center type of toggle switch *while viewing a gauge that reads the exact percentage of emulsion being used*. If the operator knows that 10% more emulsion will be needed for a certain area, the amount is increased while looking at the gauge. With the Schwarze Roadpatcher, there is absolutely no guesswork.
- ◆ Emulsion presets also improve the consistency of materials from one repair to the next.

CAB CONTROL PANEL

- ◆ Adjustable height and side swing capabilities.
- ◆ Padded armrest incorporated into the control panel for added operator comfort and ease of operation.
- ◆ Emulsion setting gauge allows the operator to see exactly how much emulsion is being applied to the aggregate.
- ◆ Digital readout in the cab for both the air blower and the aggregate feeder.



Exclusive Features of the Schwarze



PAGE 2 OF 3

HOPPER

The Roadpatcher's hopper design provides a number of industry-leading advantages.

- ◆ The Roadpatcher has the largest hopper, at 6 cubic yards, of any self-contained velocity fill patch truck on the market.
- ◆ The Roadpatcher is the only self-contained, velocity fill patch truck with a roll tarp on the aggregate hopper. This allows the operator to quickly check the level of aggregate in the hopper by simply rolling the tarp back. The roll tarp also helps keep the aggregate dry.
- ◆ The Roadpatcher is the only unit available with a hopper opening large enough (9' by 6') to accommodate a front-end loader bucket. This makes the loading of aggregate an easy, 5-minute process.
- ◆ The Roadpatcher is the only truck that can perform all patching functions with the hopper cover open (for drying wet aggregate).
- ◆ The Roadpatcher uses an open hopper design, which does not need to be pressurized. This increases the overall safety of the unit.

AGGREGATE FEEDING SYSTEM

Providing a consistent flow of aggregate is the most critical function the Roadpatcher performs. The operator does not have the ability to (incorrectly) compensate for varying amounts of aggregate exiting the mixing nozzle.

- ◆ The Roadpatcher uses an air lock vane feeder, in combination with a conveyor that provides the most consistent flow of aggregate in the industry, a combination that provides the lowest cost. The vane feeder on the Roadpatcher uses replaceable paddles and liners that operate for less than \$0.02 an hour. The paddles in the vane feeder can be replaced in about 60 minutes. Dirty aggregate does not adversely affect the operation of the unit.
- ◆ There are no 90-degree elbows to wear out on the Roadpatcher; all aggregate line radiuses are 18" or greater.
- ◆ Special aggregate hose with soft inner lining has doubled — and in some cases tripled — the life of the aggregate line.

OFFSET DELIVERY NOZZLE

The Roadpatcher delivery nozzle is offset toward the operator's (driver's) position. This allows the operators to see what they are doing when working to the right side of the truck. If the delivery nozzle was in line with the boom cylinder, the delivery nozzle would be out of view when working to the right. This is especially important when doing shoulder work.

TUBE STABILIZER ON MAIN BOOM CYLINDER

This exclusive Roadpatcher feature allows the operator greater control over material placement and also minimizes wear on the main boom cylinder.



Exclusive Features of the Schwarze



PAGE 3 OF 3

ADJUSTABLE VOLUME, TWO-SPEED AIR BLOWER

The Roadpatcher air blower can be set on high to remove all the dust and dirt from the repair area. This feature provides the cleanest work area in an industry where a clean working surface is critical to providing proper bonding. A two-speed air blower also eliminates the need to raise the delivery nozzle away from the repair area to compensate, as must be done with a single-speed system. With those, because they tend to deliver too much air, the patching material can get blown out as it is being placed.

TWO-SPEED AGGREGATE FEEDING SYSTEM

The two-speed feeding system allows the operator to switch between two conveyor speeds for dry-coating or skin patches.

HYDRAULIC VALVES ENCLOSED WITHIN THE BODY

The Roadpatcher's valves are located within the patch unit body and so are not exposed to the elements. The valves are readily accessible for servicing and can be adjusted, without tools, to suit the operator.

SINGLE HYDRAULIC PUMP

All Roadpatcher trucks use a single hydraulic pump instead of two, which halves pump maintenance costs.

EIGHT (8) HOLE EMULSION SPRAY RING

Having eight holes on the spray ring will evenly coat the aggregate to provide the best coverage possible, increasing the life of the repair. The spray ring works with the flush system and should never have to be disassembled for cleaning.

QUICK-COUPLED DELIVERY HOSE

Being able to quickly uncouple the aggregate hose saves the operator time during day-to-day operations.

LARGE WORK DECKS

Roadpatcher's large work decks provide areas large enough for the operator to move about when filling the machine with emulsion and aggregate.

OPTIONAL DIGITAL READOUT FOR EMULSION

The operator will know exactly how much emulsion is used on each repair and/or can count down from a full tank to empty.

The features listed above are all exclusive features of Schwarze Roadpatcher and are not available on any other unit. This long list of benefits is the reason the Schwarze Roadpatcher is the most cost-effective, and most productive, velocity-fill patching unit available. The Roadpatcher also has the longest safety record in the industry.



Benefits of the Schwarze



Roadway Patching System

PAGE 1 OF 2

COST SAVINGS

- ◆ Hiring a single operator to fix potholes results in less labor costs as well as less workers' compensation, health insurance and administration costs.
- ◆ The Roadpatcher is a single unit, so one insurance policy covers the unit instead of two.
- ◆ The Roadpatcher carries its own material so a dump truck is not needed. This frees up other equipment for use elsewhere.
- ◆ The Roadpatcher mixes the material as it is needed. The rock and emulsion can be stored on the truck for long periods of time, resulting in less wasted material.
- ◆ Because the operator does not have to get out of the cab and walk to the rear of the patching unit, most road superintendents report operators will stop to fix small repairs before they turn into larger potholes. This results in less material being used.
- ◆ Most repairs take only a minute or two to finish. With other methods, the operator spends 30 to 45 seconds walking from the cab of the truck to the pothole and preparing his equipment to perform the repair, then another 30 to 45 seconds to return to the cab. The Roadpatcher is operated from within the cab, eliminating this time-related expense. If an operator performs 150 repairs each day, this is a time-savings of an hour or more per day.

QUALITY REPAIR

- ◆ The Roadpatcher cleans the area to be repaired with a powerful blast of air, removing all dust and dirt. A clean pothole can bond readily with the patch material. The Roadpatcher then coats the area with tack oil to seal out water and provide a superior bonding surface for the new patching material.
- ◆ The Roadpatcher's heated spray nozzle fully coats the aggregate, providing a homogenous mix for a long-lasting repair.
- ◆ The Roadpatcher's patented boom design offers a tube stabilizer, which allows the material to be placed accurately and feathered at the edges. The result is the smoothest repair in the industry.
- ◆ The Roadpatcher's conveyor and vane feeder maintain the most consistent flow of aggregate possible, which is mandatory for this type of patching unit.
- ◆ Results from the Strategic Highway Research Program (SHRP) found that the Roadpatcher achieved a 92.8% compaction rate.

SAFETY

- ◆ With the operator seated in the cab there is little risk of injury from passing traffic.
- ◆ The Roadpatcher does not use tampers or rollers, eliminating back injuries and the related expenses that often occur when handling heavy pieces of equipment.
- ◆ The Roadpatcher uses emulsified asphalt, which can be heated electrically at night or with an onboard anti-freeze heating system capable of providing on-site heating. There are no potentially dangerous propane burners.
- ◆ Cab-controlled arrow board directs traffic.
- ◆ Traffic flow interruptions are kept to a minimum because the Roadpatcher performs repairs quickly and traffic can drive over the repair immediately.



Benefits of the Schwarze



Roadway Patching System

PAGE 2 OF 2

PRODUCTION

- ◆ The Roadpatcher is capable of producing six yards of mix in one hour, the highest production rate of any patching unit in its class.
- ◆ The boom on the Roadpatcher can cover over 200 square feet, allowing the operator to repair several areas without moving the truck.
- ◆ The optional auxiliary engine can easily increase the operator's production rate by 30%. With this option, the operator can begin a repair as s/he is approaching the pothole, eliminating the need to engage the PTO and set the RPM on the truck engine at each repair. The auxiliary engine saves the operator 30 seconds at every repair. With the Roadpatcher, an 11" diameter pothole 2-3" deep can be repaired in about 1 minute with an auxiliary engine. The PTO unit would take about 2 minutes.
- ◆ With the operator in the air-conditioned cab there is less operator fatigue, which increases production.
- ◆ By eliminating the time spent walking from the truck cab to the trailer patching unit — and adding the 25% higher production rate of the auxiliary engine unit — there is a potential increase in productivity of several hours per day.

PREVENTIVE MAINTENANCE

- ◆ The Roadpatcher operator remains in the cab to perform the repair. Because it takes little effort to stop the truck to begin a repair, small repairs are performed before they turn into larger potholes.
- ◆ Because the Roadpatcher can feather out the patching material so effectively, alligator cracks can be repaired. This type of repair is very difficult to accomplish with other spray-patching units.
- ◆ Crack sealing with the Roadpatcher is made even easier with the optional auxiliary engine. This option allows the operator to move the truck while performing a repair.

March 16, 2020

CITY OF TEMISKAMING SHORES

325 Farr Drive
Haileybury, ON P0J 1K0

Attention: Doug Walsh

Subject: Rosco Pothole Patchers – (spray patching method)

Good morning Doug,

Thank you for your inquiry for the quality spray patcher units we offer. This method of repair has proven to be very successful because; the pothole can be blown clean, emulsion can be applied to the area being repaired, aggregate (chip) is placed in the pothole simultaneously with a proportioned amount of emulsion. (This method creates a uniform bonding of chip to chip as well as bonding to the existing surface.), the top layer of material is then applied dry creating an unsticky top wearing surface. This entire process is completed through a supply tube and controlled infinitely by the operator in the safety of an enclosed, climate-controlled cab.

Points to consider:

Truck mounted unit

The operator is safely inside the vehicle while repairing potholes
A signal board can be adapted for traffic control
Less personnel required for complete process



CITY OF TEMISKAMING SHORES cont'd

March 16, 2020



1 New Rosco RA400 Patcher \$ 326,450.00
Mounted on NEW Peterbilt chassis

All RA-400 Spray Patchers are designed for one-man control from the cab of the truck. Units are equipped with: 300-gallon heated emulsion tank, overnight heating with two electric heat elements located in the water heat exchanger tube, hydraulically-driven, low pressure positive displacement blower and the exclusive "Patch On The Go" system, Venturi Nozzle with cleanout, welded rectangular aggregate hopper, vibration system, adjustable feed control slide gate, in-cab & driver's side emulsion level indicator, tank-mounted 5" dial thermometer, one-piece double-acting boom, 3-stage telescoping aggregate delivery tube, emulsion hose E-Chain hose protection, 30" x 60" 13-bulb multi-function arrow board with separate arrow board control panel, control panel with fuses, Features a joystick controller for extending/retracting, swing of boom, boom raise/lower, Rock on/off, and a trigger for maximum Blower output. Functions driven by a variable displacement hydrostatic pump controlled by the Plus 1 system with DP200 Graphic Display for system monitoring and settings adjustment; Driven by Auxilliary engine with a PV480 Colour Graphic Display for engine monitoring. Switch panel includes switches for blower, work lights, and beacon light and the Jet flush Cleaning System.

Additional Options NOT included above that you may want to consider:

Back-up/Reverse camera w/in cab colour display	\$ 2,550.00
Heated Aggregate Hopper	\$ 3,000.00
Larger Arrow Board, 48" x 96"	\$ 3,250.00
LED Lights; stop, turn signals and tail lights	\$ 3,100.00
LED Work Lights, (2 front, 1 rear)	\$ 1,350.00

This proposal has been quoted in Canadian Funds, F.O.B. Brampton, Ontario, based on a currency exchange rate of 1.39 between the US and Canadian currencies. Applicable taxes are extra. Thank you for the opportunity to quote on your pothole patching equipment needs. We look forward to establishing a long term, strong business relationship. Please do not hesitate to contact me with any questions or concerns.

Regards,

Greg Johnstone

Product Specifications
Rosco RA-400 Patcher

The following specifications are based on the Rosco RA-400 Patcher manufactured by LeeBoy Group. Because of continuous equipment research and development, we reserve the right to change these specifications. For more information, questions or assistance preparing specifications, please contact your local LeeBoy sales representative.

1. Dimensions

- a. Length: 28' (8.5 m) with boom retracted
38' 5" (11.7 m) with boom fully extended
- b. Width: 8' 6" (2.59 m)
- c. Height: 10' (3 m)
- d. Weight: 18,000 lbs (8,164 kg) with standard chassis

2. Chassis:

- a. Cab-over Peterbilt 220 (or equivalent)
 - b. GVWR: 33,000 lbs (14,969 kg)
 - c. Front axle: 12,000 lbs (5,443 kg)
 - d. Rear axle: 21,000 lbs (9,525 kg), rear springs rated for 23,000 lbs (10,433 kg)
 - e. Engine: 240 hp (179 kw) @ 2,400 rpm diesel engine
 - f. Wheelbase: 164" (4.165 m)
 - g. Cab-to-axle: 153" (3.88 m)
- *Rosco to review truck specifications prior to bid and/or order

3. Hydraulics:

- a. Dual hydraulic pump
- b. 28 gallons per minute (105.9 l per minute) for blower function
- c. 9 gallons per minute (34 l per minute) for all other functions driven from auxiliary engine
- d. Hydraulic tank reservoir: 20 gallons (75.7 l)

4. Auxiliary Engine:

- a. Output (gross intermittent): 65 hp (48.4 kw) @ 2,600 rpm
- b. Tier 4 Final, naturally aspirated 4 cylinder Kubota diesel engine
- c. In-cab aux engine controls at operator's station with tachometer, hour meter and warning system
- d. Engine info:
 - i. Bore: 3.43 in (87 mm)
 - ii. Stroke: 4.33 in (110 mm)
 - iii. Displacement: 159.5 cubic in (2.615 l)
 - iv. Fuel consumption: 4.54 gallons per hour (17.18 l per hour) @ max torque
 - v. Alternator: 60 amp

5. Air System:

- a. High volume, low pressure. Positive displacement blower driven by truck hydraulics motor
- b. Capable of 850 cfm @ 2,850 rpm
- c. Hydraulically-driven blower with variable CFM from 0-850

6. Aggregate System:

- a. Low profile, 5 cubic yard (3.82 cubic m) hopper, or 11,000 lbs (4,990 kg)
- b. Rectangular welded 10' 3" x 7' (3.12 x 2.13 m) aggregate hopper
- c. In-cab controlled vibration system
- d. Dual electric over hydraulic activated hopper lids, rear access open/close switch
- e. Cab controlled adjustable, feed slide gate meters aggregate flow
- f. System will accept aggregates up to .75" (19 mm)
- g. Plus+1 system store settings: rock flow, emulsion flow and air flow
- h. VORTEC: Vacuum Operated Rock Transfer Emulsion Coating system
 - i. System utilizes no mechanical or moving parts to move aggregate
 - ii. Ease of access to clean and service the slide gate and sub systems
 - iii. Conveyors and/or paddle feeders are NOT acceptable
 - iv. Venturi nozzle with cleanout

7. Liquid Asphalt Emulsion Tank:

- a. Insulated liquid asphalt emulsion tank
- b. Overnight heating by two 4,500 watt, 240 volt thermostatically controlled heater elements, located in water heat exchanger tube
- c. Alternate heat source provided to maintain heat on work site, regulated automatically to prevent over or under heating of materials
- d. Asphalt line heated to prevent clogging during operation
- e. Tank mounted 5" (127 mm) dial thermometer and emulsion level indicator both visible from cab
- f. Tank size: 300 gallons (1,135.6 l)
- g. Tank fill opening: 12" (305 mm)

8. Asphalt Emulsion Feed and Flush System:

- a. Air pressurized system to deliver sufficient asphalt to completely cover aggregate at full feed capacity
- b. Delivery system capable of maintaining 60 psi
- c. Flush system 30 gallon (113.5 l) minimum capacity with provisions for storing used flush material
- d. Asphalt tank is equipped with a three-way valve for flush, delivery and shut-off

9. Operator Controls:

- a. One person operation from driver's seat
- b. All patching functions are in the cab, including cleaning, tack coating, patching and dust coating
- c. DP 200 LCD display controlled from Plus+1 CAN Bus system in cab monitors boom location, blower speed, rock and emulsion flow, hydraulic temperature, emulsion level and system faults
- d. Single joystick controls: Boom swing, extend/retract and push button for up/down
- e. Push buttons operate: Blow out mode, emulsion on/off, aggregate gate on/off and extension/retraction
- f. Control center includes: Auxiliary engine on/off, blower on/off, blower inc/dec, rock flow inc/dec and emulsion inc/dec
- g. Engine alarm, tachometer, pre-heat, engine start/on/off, rpm min/max
- h. Boom auto stow and override
- i. Vibrator on/off, beacon light switch, hour meter, circuit breakers
- j. Separate arrow board control panel

10. Arrow Board:

- a. Multi-function arrow board mounted on rear
- b. Size: 30" x 60" (.762 x 1.524 m)

11. Telescopic Boom:

- a. Front-corner mount boom storage system
- b. Eliminating windshield obstruction in stow position
- c. One piece, double acting boom with three-stage telescoping aggregate delivery tube
- d. Cable/hose carrier, heated water lines with individual nozzle shut-offs
- e. Double acting swing and hoist hydraulic cylinders
- f. Position censored safety system that does not allow boom swing into traffic beyond center line
- g. Capable swing operations to shoulder and center with caution
- h. Reach, retracted: 7' 5" (2.3 m)
- i. Reach, extended: 11' 5" (3.5 m)
- j. Patching area: 42 ft² (12.8 m²)

12. Patch (on the Go):

- a. Electric hydraulic flow control for independent operation allows patching while moving at slow speeds

13. Optional Equipment:

- a. Back-up/reverse camera with in-cab color display
- b. LED lights in the 30" x 60" (.76 x 1.5 m) arrow board, 13 light
- c. Larger arrow board 48" x 96" (1.2 x 2.4 m)
- d. LED night working light package, 2 front, 1 rear
- e. LED lights, stop, turn signals and tail lights
- f. 240V heater conversion in lieu of 120V
- g. Emergency triangle kit, flare, fire extinguisher
- h. Jet flush system

14. Training, Support and Company

- a. Training and support manuals
- b. Optional on-site operator training by Dealer
- c. Two-year, unlimited hours warranty against any manufacturer defects
- d. Extended warranty available
- e. 50+ years manufacturing experience
- f. ISO 9001 Certified
- g. Manufactured in the USA



CUBEX LIMITED

189 Garden Avenue
 Brantford, Ontario
 N3S 0A7 Ph: 519-770-0216

Quote

Information	
Quote No:	Demo Patcher
Quote Date:	March 6th, 2020
Page #:	1 of 1

Quoted To
Temiskaming Shores 325 Farr Drive P.O. Box 2050 Haileybury, Ontario 705-647-6220

Ship To
same as.

Cust. No.	Invoice #	Sales Representative	Customer Contact	Ship Via	Terms
310005		Ty Goldin	Mitch	road transport	P.O. & net 30

ITEM #	DESCRIPTION	Order Qty.	Ship Qty	List price	Sale Price
Demo Unit	2015 Schwarze RP6 Road Patcher	1	-	\$ 258,000.00	\$ 258,000.00
	Mounted on 2014 Peterbilt T220 Chassis		-		
	Miles 11,605		-		
	33,000 GVWR		-		
	Paccar engine (Tier 4 Hwy)		-		
	Allison Auto trans		-		
	Leaf Spring suspension		-		
	VIN # 3BPPHM7X0FF590647		-		
	Schwarze Road Patcher RP6		-		
	Serial # 14RPO006309 / RP6		-		
	Build date Sept / 2014		-		
	Standard features		-		
	vane feeder, meters rock into the air stream		-		
	consistent aggregate placement and even emulsion coating		-		
	92% compaction rate when injected into he hole		-		
	7" LCD heads up display screen		-		
	full function proportional joystick		-		
	boom, blower, rock, emulsion		-		
	300 Gallon Aux tank		-		
	2 - 1/2 rubber lined blower		-		
	tilting nozzle for better blast and function		-		
	front mounted corner broom for greater visibility		-		
	freight included in the price		-		

HST No. 101222875	Subtotal	\$ 258,000.00
Business No. 101222875 RM0001	Discounts/Trade In	
Customer Signature	Total	\$ 258,000.00
	HST	\$ 29,154.00
A Service Charge of 2% per month (24% per annum) will be charged on accounts over 30 days	Quote Total	\$ 287,154.00

Notes: Warranty. 1 year warranty on Schwarze Patcher body. 90 day warranty on Chassis. Delivery of unit to from Cubex Calgary to customer to be 30 days or less.	Customer Copy
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2014 SCHWARZE RP6 Road Patcher

- Mounted on 2014 Peterbilt T220 Chassis
- ISUZU 4 CYL Turbo Charged Diesel AUX Engine
- Dealer Owned & Maintained
- 300 Gallon Emulsion Tank Storage
- 6.5 cubic-yard hopper- holds enough aggregate for a days' work.



- All controls are in cab for operator safety and ergonomics.
- One Man Road Patching Operation- Clean, Tack, Fill & Compact, & Dry Coat!

- LED Lights

- KM: 11,605

- Hours: 73

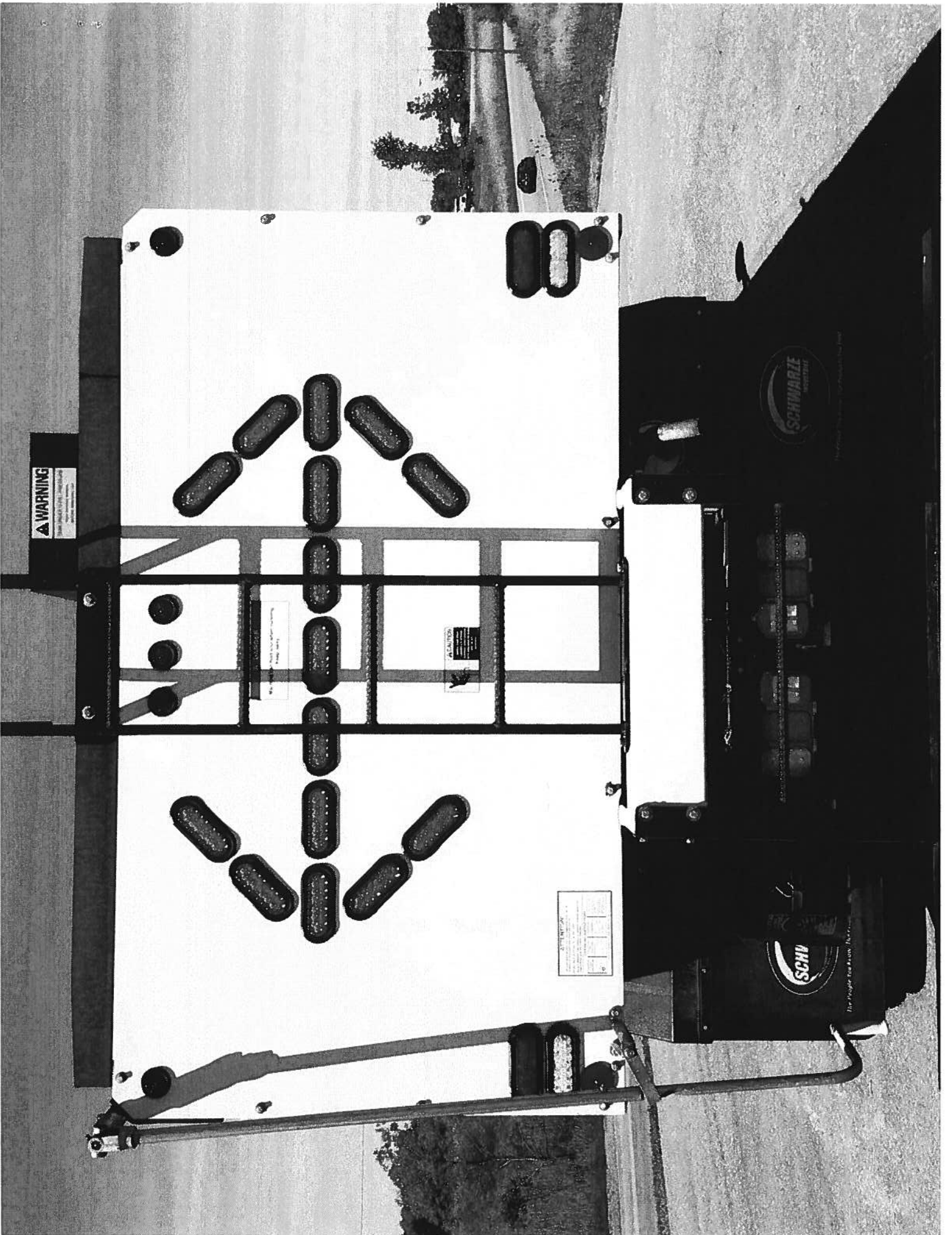
CHASSIS - CAB
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PACCAR
 MEXICO S.A. DE C.V.
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 05/2014
 IDENTIFICATION NO.
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 I. THIS CHASSIS-CAB

SCHWARZE
 INDUSTRIES
 1055 Jordan Rd.
 Huntsville, AL 35811
 Serial No./
 Model No. 14RP0006309 / RP6
 Mfg. Date 9/14 Job No. 3416107
 22475



FULLY MAINTAINED BY DEALER & READY TO WORK

Cubex Limited | 1.877.GO.CUBEX | www.Cubexltd.com



WARNING
READ INSTRUCTIONS CAREFULLY
BEFORE OPERATING THIS EQUIPMENT.
FAILURE TO DO SO MAY RESULT IN
SERIOUS INJURY OR DEATH.

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SCHWANNE
EQUIPMENT

SCHWANNE
The Freight Truck & Van Attenuator



The People You Know. The Products You Trust.



Roadpatcher™

Covers 170+ Square Feet - Allows Immediate Traffic Flow



Cleans - Dust and debris is blown from the pothole by a high velocity blower. A nozzle tilt allows for more efficient movement of rock when cleaning the repair and reduces rock bounce.

Tacks - Asphalt emulsion is sprayed to seal the surface and create a binder for the repair.

Fills and Compacts - Asphalt emulsion and aggregate are combined to create a high quality and durable high density repair. With a 95% compaction rate based on the Strategic Highway Initiative Testing without the use of compactors .

Dry coats - The repair is topped off with aggregate to allow immediate traffic on the new surface. Has more consistent flow of aggregate than other systems. The operator can switch between 2 conveyor speeds for dry coating or skin patches

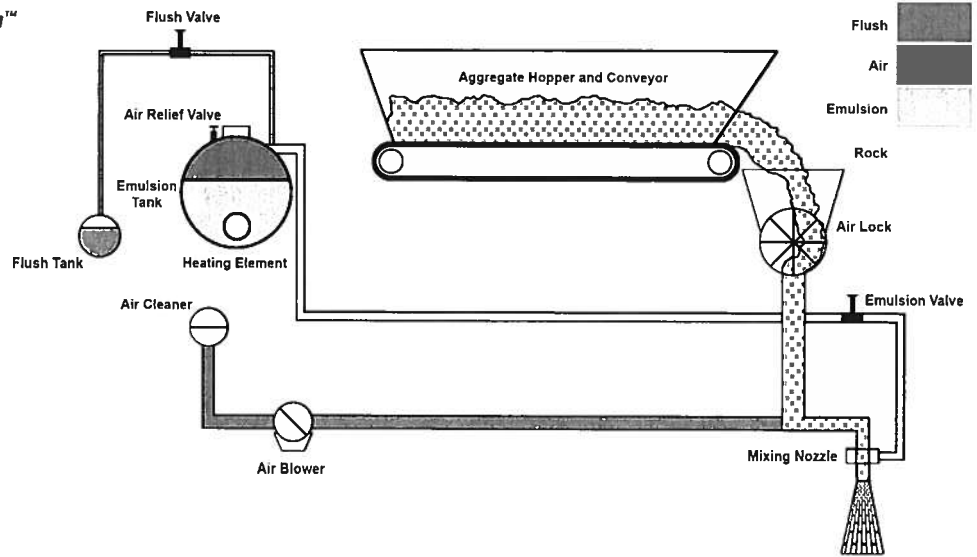
Safety -The Operator is located in the cab eliminating being exposed to traffic and reducing the risk of potential personal injury.

Quality	Performance	Public Safety	Value	Customer Support

800.879.7933

www.schwarze.com

Roadpatcher™



Model shown with optional equipment. Design and specifications subject to change without notice. Specifications may vary depending on chassis type.

Chassis

Mounts on various cabover chassis to meet requirements

Instrumentation

Patcher Tachometer, hourmeter, voltmeter, temperature gauge, oil pressure gauge

Standard Engine

Model / Type 404FE22T
Aspiration Turbo Charged Diesel
Manufacturer Perkins
Displacement 2.2L (134.24 cu. in.)
Torque 121.8 LB-FT @ 2200 RPM
Air Cleaner Donaldson, Dry-Type with restriction indicator.
Oil Filter Full-Flow, Spin-On
Compression Ratio 21.5 to 1
Alternator 35 Amp
Safety Shutdown Three-point automatic
Throttle Control Electronic

Blower System

Type Lobe-Type Air Blower
Drive Direct Drive
Output 435 CFM
Dimensions 4" x 6" (102mm x 152.4mm)

Aggregate Delivery Hose

Type Rubber lined, spiral reinforced, non-kinking hose
Inner Diameter 2 1/2" (63mm)

Aggregate Hopper Body

Capacity 6.5 cu yd. (4.6 cubic meters)
Fill Opening Length 9' 10"
Fill Opening Width 6' 10"
Aggregate Conveyance Construction Rubber Conveyor 10 Gauge Steel

Emulsion Storage & Delivery

Emulsion Capacity 300 gallons
Delivery System Pressure 70 PSI
Heating Element 110 volt, 2,000 watt
Flush Tank Capacity 30 gallon

Paint

One coat of sealer / primer and two coats of DuPont Imron Elite polyurethane in standard white color

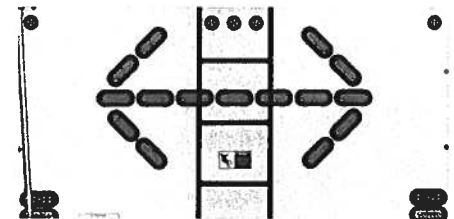
Optional Equipment

400 Gallon Emulsion Tank
 Boom, with nozzle tilt
 Aggregate Heater
 Emulsion Tank Volume Gauge
 LED Strobe, Cab
 LED Barlight, Cab
 LED Floodlights

Warranty

The Roadpatcher™ road patching system is guaranteed to be free from defects due to faulty materials and / or workmanship for a period of 12 months, or 1200 hours. Liability is limited to replacement of defective parts at factory or authorized dealer. The standard warranties of the chassis and Auxiliary engine manufacturer shall apply.

NOTE: Specifications are subject to change without notice



MADE IN THE USA

Affiliates:



© 2019 Schwarze Industries
 1055 Jordan Road
 Huntsville, AL 35811
 800.879.7933
 An Alamo-Group Company



Single / sole Source Justification

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

Requested Single/Sole Source Supplier:

Company Name: CUBEX Limited

Contact Name: Ty Goldin / Noel Nagora

Address: 189 Garden Ave.

City: Brantford Prov: ON Postal Code: N3S 0A7

Phone Number: 519-770-0216 E-mail: noeln@cubexltd.com

<input type="checkbox"/> Sole Source	<input 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:

Demonstration Model – 2014 Schwarze RP7 Road Patcher

Estimated Cost: \$

\$262,540.80 (Incl non-refundable HST)

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).

Rational for request:

There are currently only three manufacturers of truck mounted spray patchers known to PW staff. Each of their Canadian distributors where ask to provide a price for a new model of the equipment being considered. While each device has its own features (specifications vary and would possibly eliminate one or more vendors), they all perform the desired task in the same manner.

For comparison purposes each distributor was also asked to provide quotations on used or demonstration models, if available.

As illustrated in Admin Report PW-008-2020, the price range for comparable new models varied very closely from \$321.5K to \$332.0K (plus applicable taxes) when similar options were included to the costing provided and estimated delivery dates of 60 to 70 days following receipt of the order. (Budget allocation \$340K)

One particular distributor was able to provide an alternative in the form of a six (6) model year old “demonstration model” with very low usage and mileage currently located in Calgary at a cost of \$258K plus applicable taxes. This would result in a saving of approx. \$65K for a machine with only 73 operating hours in 5 years. This machine can be delivered within 30 days of the order being placed.

References on the reliability, durability and productivity of the particular model in question (from an Ontario municipality) have been excellent. The particular manufacturer and distributor where the successful suppliers of our most recent purchase of a street sweeper that, to this date, has performed very well.

Requested by: _____
Department Head _____ Date _____

Reviewed by: _____
City Manager _____ Date _____

Endorsed by: _____
Council _____ Date _____

Subject: 2020 Roads Assessment Survey -
Streetscan Service & Software Access

Report No.: PW-009-2020
Agenda Date: March 24, 2020

Attachments

Appendix 01: Streetscan Proposal dated December 20, 2019

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-009-2020, more specifically Appendix 01 - Streetscan Road Assessment Proposal;
2. That Council directs staff to prepare the necessary By-law to enter into an Agreement with StreetScan Canada ULC for the completion of the Roads Assessment Survey and Data Collection for all bituminous treated roads in Temiskaming Shores in 2020 as well as access to Streetlogix software for the period of January 1st, 2021 to December 31st, 2022; and
3. That Council for the City of Temiskaming Shores commits up to \$30,000 from its 2020 Public Works Operating Budget towards the cost of this initiative.

Background

On July 11, 2017 Council considered Administrative Report PW-025-2017 regarding the submission of an application for funding through FCM for the Municipal Asset Management Program (MAMP) and approved Resolution 2017-293.

Based on the approval of Council, to submit an application to the FCM for funding through the MAMP, a complete application was submitted on July 24th with confirmation of receipt and project eligibility obtained that same day. Approval for up to \$50,000 in eligible funding was confirmed in mid-August of that year and the City entered into an Agreement with Streetscan Canada ULC on September 5th, 2017 to complete a data collection and Roads Assessment Survey utilizing Streetlogix software and providing access to the software for a three (3) year period.

Staff have utilized the information over the past three budget years to prepare the basis for the Roads Rehabilitation and Re-surfacing Programs approved by Council.

Analysis

Based on the requirements of O. Reg. 588/17, which sets out the requirements for Asset Management for Municipal Infrastructure, each municipality is required to have an Asset

Management Plan for all “core” assets by July 1st, 2021. Roadways are included in the list of core assets.

With-in the regulation, any data or information used to assess the condition of the asset shall be no more that three years old at that date. Given that the initial collection of the information by StreetScan was completed in September of 2017, the current information with respect to Pavement Condition Index would be considered “outdated”. The proposal indicates that there is 107 centreline kilometres to be scanned, however, since 2017 the City has increased the total of hard surfaced roadways to 110.1 kilometres. The final cost will increase by that amount as well as applicable taxes.

The proposal provided by Streetscan would update the information in 2020 and provide access to the software through to December 2022 allowing staff to complete the Roadways asset category in the updated Asset Management Plan as well as utilize the information available to prepare rehabilitation and resurfacing plans through to the 2023 budget (next three years) year.

Streetscan has also provided an option to extend the payments over a three-year period utilizing a Finance Company, however, staff are recommending that payment be made in the 2020 fiscal year through funding in the Public Works Operations Budget.

Relevant Policy / Legislation / City By-Law

- 2020 Public Works Operations and Capital Budgets
- O. Reg. 588/17, Asset Management Planning for Municipal Infrastructure

Asset Management Plan Reference

The proposed work will be used to update the following;

- Section 4 - State of the Local Infrastructure,
- Section 4.5 - Roads Network (Inventory, Condition Profile and Report Card)
- Section 5 - Desired Levels of Service
- Section 5.4 Data Collection (Roadways, Bridges and Traffic Control Lighting)
- Section 6.2 Non-Infrastructure Solutions (Data Collection , Management and Software)
- Section 6.3 Operation and Maintenance Activities, and
- Section 6.4 Renewal, Rehabilitation and Replacement Activities

in accordance with the above noted proposed regulation, which will be required prior to July 1st, 2021.

Consultation / Communication

- Streetscan proposal dated December 20, 2019

- Admin. Report PW-009-2020, Regular Council Meeting, March 24th, 2020

Financial / Staffing Implications

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

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

The existing inventory of bituminous surfaced roadways provides sufficient detail for an accurate estimate to complete the work recommended in the Survey. All information gathering and interpretation will be completed by Streetscan, with continued access to the data for future review during planning and budget deliberations. Staffing implications related to this matter would be limited to normal administrative functions and duties.

Although this work had not been specifically identified in the 2020 budget process, the completion of the survey and interpretation of the data will assist in the 2021 draft of the City's Asset Management Plan as well as the budget process through to 2023.

Alternatives

1. Complete the work and utilize funding allocated in the PW Operating Budget in 2020. (Recommended)
2. Complete the work and finance the payments over the next three (3) years.
3. Not complete the work.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2020-000

**Being a by-law to enter into an agreement with
STREETSCAN Canada ULC to perform a Roads
Assessment for the City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report No. PW-010-2020 at the March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement with StreetScan Canada ULC for the completion of the Roads Assessment Survey and Data Collection for all bituminous treated roads in Temiskaming Shores in 2020 as well as access to Streetlogix software for consideration at the March 24, 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. That Council authorizes the entering into an agreement with StreetScan Canada ULC for the completion of the Roads Assessment Survey and Data Collection for all bituminous treated roads in Temiskaming Shores in 2020 as well as access to Streetlogix software, 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.

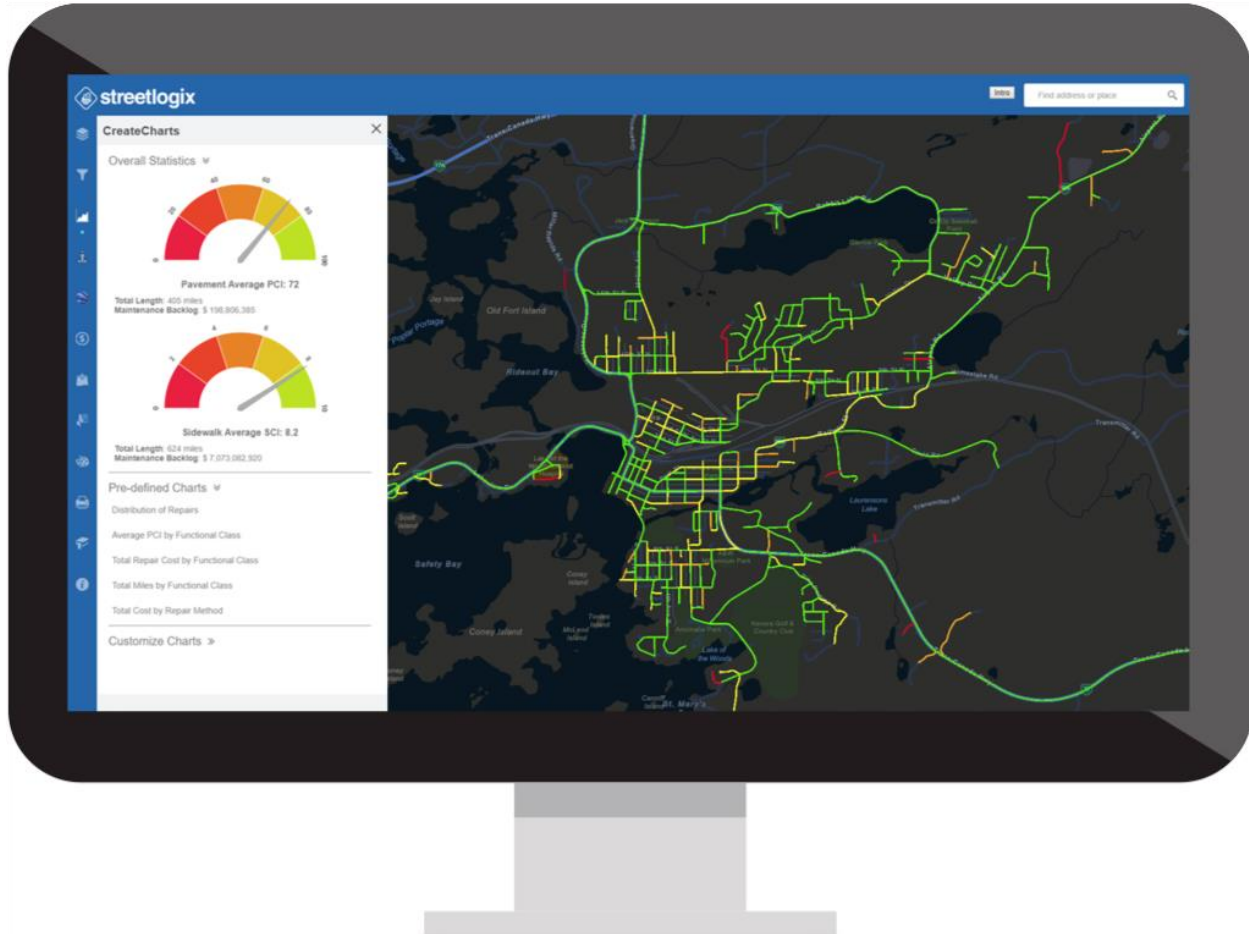
Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2020-000



Road Assessment Service Proposal

(Update of 2017 Road Scan)

Temiskaming Shores, Ontario

December 20, 2019

Proposal for Temiskaming Shores, Ontario

Prepared for:

**Doug Walsh, Director of Public Works
City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050,
Haileybury, ON P0J 1K0**

Prepared by:

StreetScan Canada ULC
Michelle Hjort
Michelle.hjort@streetscan.com

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Road and Sidewalk Assessment Service Proposal
City of Temiskaming Shores

December 20, 2019

Doug Walsh, Director of Public Works
City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050,
Haileybury, ON P0J 1K0

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network through an abundance of data collected via multiple vehicle-mounted sensors allows your staff to properly allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing vehicle and online web-based app.

Our service offering includes:

- Data Collection: vehicle survey of paved lane km.
- Data Processing of pavement condition and assets.
- Data Visualization: pavement monitoring system including Pavement Condition Index (PCI) Report – integrated into your existing GIS or optional cloud-based access.
- Pavement Management Plan: maintenance and budget options, suggestions and scenarios; optional cloud-based access with robust interactive planning and budgeting tools.

Also available (see Appendices for more details):

- 360° imagery Viewer
- Optional asset extractions including pavement markings, traffic signs, utility assets, street lighting, sidewalks, curbs, trees, etc.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates, and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,



Michelle Hjort
Director, Business Development – Canada

1. ABOUT STREETSCAN

At StreetScan, we come to work each day because we want to solve our clients' biggest problems when it comes to monitoring their street assets. We have a Smart City Mobile Sensing Service Offering targeted at providing clients with an intelligent, objective and affordable way to manage those assets.

Throughout the history of business, people have used data to make more informed decisions. StreetScan enables exactly this for our municipal clients.

Municipalities no longer have to send inspectors into the field for pavement surveys. Now, they can leverage the power of data to improve their decision-making abilities.

This all came about as a result of a 2009 groundbreaking project at Northeastern University that received more than \$18 million in funding over a 5-year period. This stamp of approval was due to the power of the project to end localized pavement inspections and enable continuous network-wide health monitoring of roadways.

What kind of technology made this possible? Versatile Onboard Traffic Embedded Roaming Sensors (VOTERS). A framework, prototype and blueprint were successfully designed and developed, and in 2015, StreetScan was launched as a spin-off of the project. It is our comprehensive, advanced hardware and software turn-key solution that distinguishes us from the competition. More importantly, it provides street asset monitoring at a reasonable cost for our clients.

2017 saw the emergence of our current Smart City Service Offering and we have combined this service with our pavement management offering. Clients save time, money and no longer require additional field surveys. Our ScanCars can enable municipalities and other clients to extract and monitor critical assets such as pavement condition, traffic signage, pavement markings, streetlights and other transportation infrastructure assets.

We embrace progress. In 2018, StreetScan launched Streetlogix. This extensively customizable, web-based GIS asset management software has changed the landscape for municipalities. Municipalities can now optimize their budget within a user-friendly GIS environment. The system provides objective information on the current state of their infrastructure and makes maintenance and repair recommendations, including the prioritization of roadway projects. Using unprecedented data visualization and budget optimization tools, our clients have been creating defensible data-driven Capital Improvement Plans while successfully justifying their budgeting requests.

The most important thing you need to know about StreetScan is our data-driven approach. It will change the way you monitor your street assets – for the better and for the future.



Powered by AI

2. ABOUT LAS



Local Authority Services (LAS) was created in 1992 by the Association of Municipalities of Ontario (AMO). LAS is a preferred provider of competitively-priced and sustainable business services for Ontario municipalities and the broader public sector, helping its customers “save money, make money, and build capacity.”

LAS ROADS ASSESSMENT SERVICE

Roughly one third of Ontario’s municipal roads network is in poor to very poor condition, and facing a \$30 Billion funding shortfall over the next 10 years. LAS offers a better way to assess your roads network through an automated pavement inspection and management service.

The Roads Assessment Service includes:

- Advanced mobile sensing and road condition data gathering
- Data handling, processing, algorithms and analysis
- Customizable data analysis software and visualization in a secure web-based GIS application

Pavement management engine for repair and maintenance decision making:

3. OUR TEAM



Michelle Hjort, Director of Business Development- Canada – Michelle has extensive experience in working with municipalities to coordinate infrastructure and asset management initiatives providing project management support and liaising between operations and municipal stakeholders. She is skilled at providing effective communication with and between staff, councils and citizens to understand new technologies and to quantify the benefits and value of the project. Her experience includes working with over sixty Ontario Municipalities to complete their LED street light conversions.



Dan Kirkby, P.E. – Director of Operations – As the Director of Operations at StreetScan, Dan provides project management, leads the daily operational management of field and office staff and provides geotechnical support for route creation, results publishing and end-user training on software functionality. Dan coordinates the technical team and operations team and manages project scheduling. He received his BSc in Civil Engineering from Western University in 2002 and his MEng in Geomatics Engineering from the University of New Brunswick in 2011. Over the last 15 years, Dan has worked in various engineering and project management positions in the private sector as well as while serving nine years in the Canadian Forces as an Army Engineering Officer.



Salar (Sal) Shahini Shamsabadi – GIS Director and Data Scientist – Sal works on integrating and leveraging information from large geospatial datasets for developing asset management, sensor fusion and life-cycle cost analysis models. He received his B.S. in Geomatics Engineering from the University of Tehran in 2012 and his M.S. in Civil Engineering in 2014 from Northeastern University where he developed StreetScan's GIS web application for asset monitoring and management. Sal has received multiple awards over the last few years (Best Innovation Award at RISE, Best Paper Award at SAGEEP, Dean's Scholarship Award at Northeastern Uni.), which encouraged him to pursue his passion for using data-driven methods to support better decision making.



Chris McGill, Lead Field Technician – As the Lead Field Technician at StreetScan, Chris directs the field survey team for both pavement and sidewalk management projects. He holds a Business Diploma from Fanshawe College where he graduated from in 2005. Chris possess over five years experience working and supervising GIS field survey projects, successfully completing well over 100 projects across Ontario, Quebec, British Columbia and the USA.

4. THE STREETSCAN SYSTEM

StreetScan's automated data collection and algorithm-based roads prioritization software can help optimize your road budget and provide user-friendly analytics about the status of your roads and sidewalks.



Data Collection

StreetScan's vehicles equipped with multi-sensor systems detect pavement & sidewalk surface distresses without interrupting traffic flow.

Data Processing

Optimized algorithms evaluate and prioritize repairs of assets, including pavement, sidewalks, traffic signs, and more.



GIS Analytics

Collected data goes into Streetlogix, our unique **cloud-based application**, allowing municipalities to visualize and manage road assets in order to schedule maintenance within a user-friendly GIS environment.



5. PRICING OVERVIEW

5.1 ASSET MANAGEMENT

PAVEMENT MANAGEMENT					
	SERVICES INCLUDED	CENTERLANE KMS	\$/CL	STANDARD	TotalStreets** (3 Year Subscription Option)
 DATA COLLECTION	ScanVan Data Collection	107 km	\$190	\$20,330	\$9,437 /Annual for 3 yrs
	Data Processing				
	Pavement Facing Imagery				
	Pavement Mgmt. Plan				
 SOFTWARE	Annual Software License		FIXED	\$0*	
	Annual Data Hosting & Support		\$5	\$0*	
Mobilization and Setup Cost				\$1,522	
TOTAL				\$21,852	\$9,437 /Annual for 3 yrs

*Software fees have been paid through 2020/12/07 due to three years of software being included in the original contract which was 80% funded through the FCM MAMP.

**TotalStreets is option to spread service and payments over three years = Assessment in year 1 + Software in years 2 + 3. Software fees for years 2 and 3 would be \$3,230 each, thus TotalStreets = 21,852 + \$3,230 + \$3,230 / 3 = \$9,437

5.2 OPTIONAL SERVICES AND ASSETS

One of our unique advantages is the ability for our clients to extract, assess and obtain actionable data from other Municipal assets utilizing the same data collected for the Pavement Management Survey. Below is a list of additional assets we can process from the collected data. This is set up as an a-la-carte menu so you can pick and choose the assets to meet your asset management needs.

Assets	Unit CL=Centerline	QTY (est.)	Price (\$/Unit)	PRICE ADDER (est.)	
				STANDARD	TotalStreets
Assets Extracted from ScanVan Dataset (Pavement Management Service Required)					
Enhanced Visualization Package	CL-KM	107	\$30	\$3,210	\$1,070
Pavement Markings	CL-KM	107	\$50	\$5,350	\$1,783
Sidewalk GIS Database	CL-KM	107	\$30	\$3,210	\$1,070
Curb GIS Database	CL-KM	107	\$40	\$4,280	\$1,427
Traffic Signage (5 Attributes)	Signs	1,300	\$4	\$5,200	\$1,733
Traffic Signage (9 Attributes)			\$6	\$7,800	\$2,600
Catch Basins	Catch Basins	2,340	\$4	\$9,360	\$3,120
Metal Objects (Manholes/Valves)	Metal Objects	3,510	\$1	\$3,510	\$1,170
Tree GIS Inventory	Trees	2,340	\$3	\$7,020	\$2,340
Street Lighting GIS Database	Lights	1,040	\$4	\$4,160	\$1,387
Assets Extracted from Sidewalk ScanCart Dataset					
Ramp Compliance	Ramp	600	\$8	\$4,800	\$1,600

Assumptions: (please let us know if you have more accurate numbers)

All asset quantities are estimated based on lane or centerlane kms except for:

- Traffic Signs are estimated at 1/8 of the municipal population
- Street Lighting is 1/10 of the municipal population
- Catch Basins are estimated at CL-KM multiplied by 20
- Metal Objects (Manholes & Valve) are estimated at CL-KM multiplied by 30
- Tree Inventory is estimated at CL-KM multiplied by 20
- Ramp Inventory is estimated at Sidewalk KM multiplied by 15

Annex

APPENDIX A – SCOPE OF WORK AND DELIVERABLES

ROAD AND SIDEWALK ASSESSMENT SERVICE

StreetScan offers a technology-based Pavement Management approach for continuous health monitoring of your road network. Combining years of R&D at Northeastern University, StreetScan's vehicles and web-based app Streetlogix save you time and make your repair dollars go further. We have developed a 4 Step process to effectively Scan, Process and Manage your Road data.

STEP 1: DATA COLLECTION

Roads

Vehicle Deployed: ScanCar



StreetScan utilizes 3D imaging technology to measure road defects, such as cracking, bumps, surface distortions and surface texture. The 3D imaging cameras provide a 8' (2.4m) of lateral road coverage and seamless road coverage in the direction of travel at speeds up to 65 mph (72kph). A 360 degree camera system provides imagery of the road surface and ROW. An Inertial Measurement Unit (IMU) enabled GNSS position system provides position location, even in the event of intermittent GPS satellite coverage.

Sidewalks

Vehicle Deployed: SideCarts



StreetScan has developed a technology stroller-based approach which captures all the necessary distress & ADA data. We currently have 5 Carts in our fleet. StreetScan utilizes 3D imaging technology to measure sidewalk defects, such as Uplifts, Bumps, Holes, Cracking & Surface Texture. An IMU mounted on the cart measures tilt, slope & accelerations. A laptop computer is used for controlling data collection. An encoder on each wheel of the ScanCart's rear wheels provides accurate linear displacement along with a GPS, providing position information.

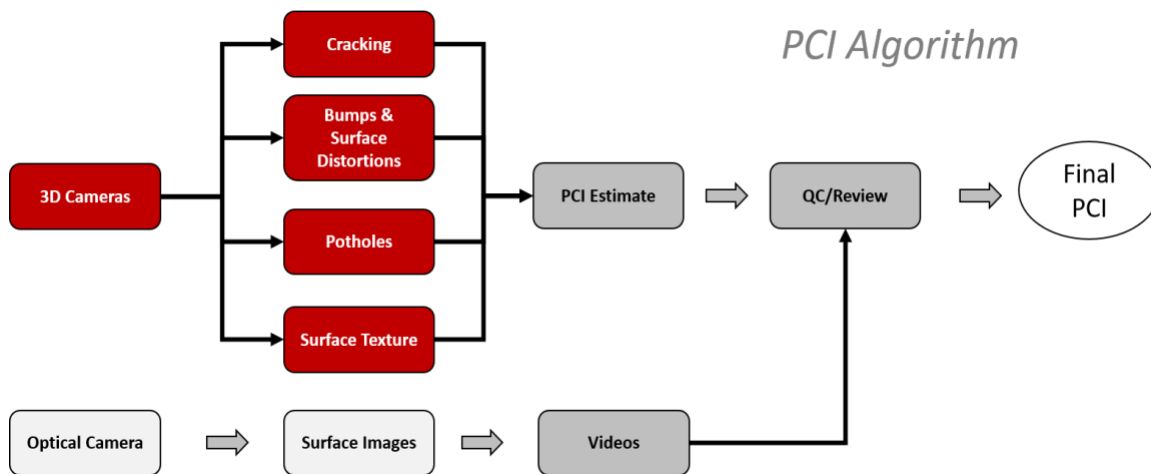
STEP 2: DATA EXTRACTION

Roads

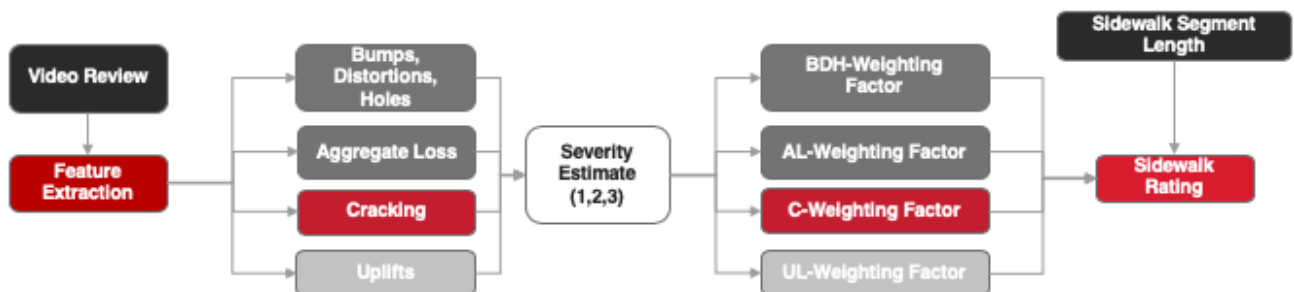
The collected data (TBs/day) is uploaded to the StreetScan server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensors' raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the PCI for each road segment. StreetScan's GIS specialists segment the pavement evaluation data from intersection to intersection and populate the database allocated to the segment.

Sidewalks

StreetScan's basic approach uses a weighted failures scheme per linear distance for a given sidewalk segment. Individual failure or feature types are given various weightings depending on their contribution to perceived sidewalk condition. As an example, an uplift is considered to have more impact to the sidewalk quality than aggregate loss, so it is given a greater weighting in the rating formula.



Sidewalk Algorithm



STEP 3: DATA VISUALIZATION AND ANALYTICS

Roads

Municipal staff will be given access to Streetlogix, our GIS web-based application, in order to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

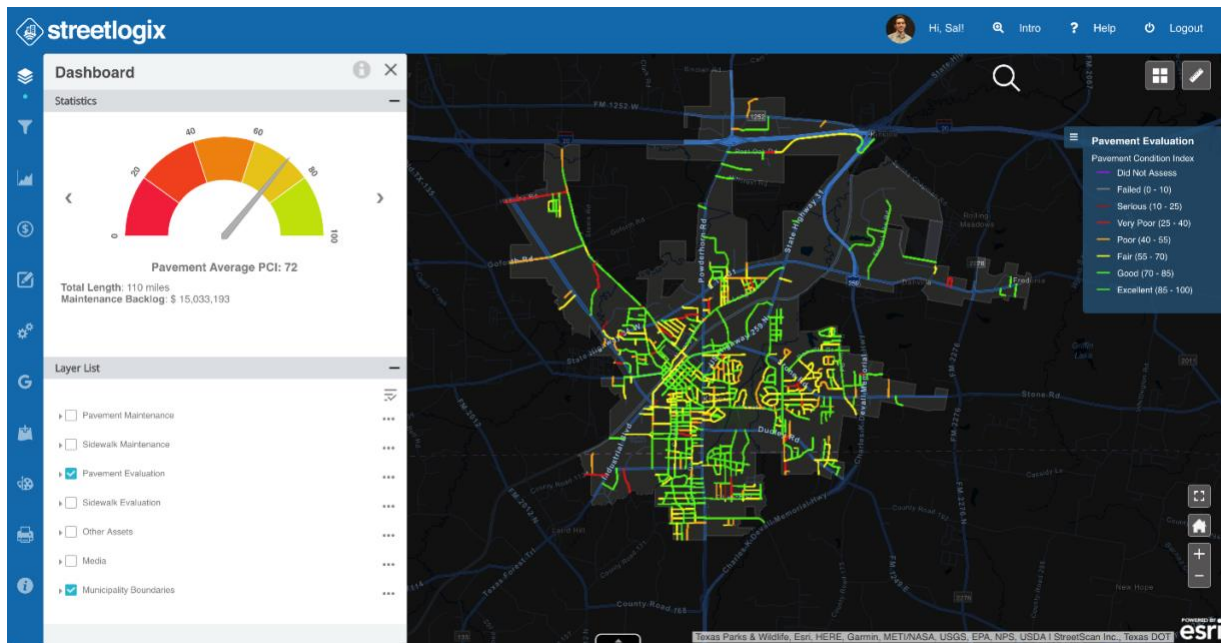
This provides staff an easy-to-use tool to quickly review PCI results, distress data and 360 images along with pavement history and other data that the city wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with Cartegraph. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (examples below).

Sidewalks

Municipalities are given access to our GIS web-based application, Streetlogix, in order to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides clients an easy-to-use tool to quickly review sidewalk condition results, distresses and sidewalk images. All data is hosted in the cloud allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution such as Cartegraph. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (examples below).

Portal view: Overall stats, available layers and PCI



STEP 4: MAINTENANCE PLANNING

Roads

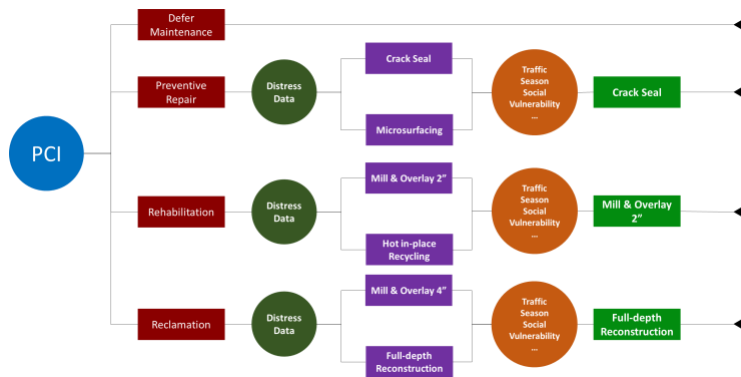
Once the inventory condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of condition, prediction of future condition, generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our road management modules. The results are compiled and reported to the client in our Streetlogix software and as a pdf document.

Our decision-trees are highly customizable and we work with staff to tailor it to ensure our AI will provide the necessary maintenance and repair suggestions. All decision trees & underlying data will be editable by staff.

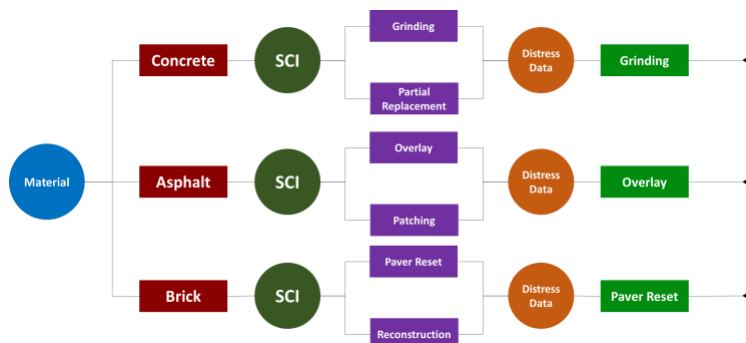
Sidewalks

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the sidewalk management side of the software begins. While sidewalk condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of conditions, prediction of future conditions, generation of maintenance options and sidewalk management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our sidewalk management modules. The results are compiled and reported to the client in our Streetlogix software and as a pdf document.

Roads:



Sidewalks:



APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

Paving Markings

Through StreetScan’s existing collected data, our geospatial engineering team can extract pavement markings and insert them into a separate GIS layer. All data is accessible through Streetlogix. A visual review of the markings determine their current condition and whether maintenance is required.

Attributes	Description
Category	Left Turn, Right Turn, Crosswalk etc.
Condition	The analysis will be conducted from intersection to intersection and given a rating of either Good, Fair or Critical. If the length of the road is longer than 1,000 ft, the analysis will be broken up into 1,000 ft segments
Location	Global Positioning System (GPS) location (+/- 5 meters)
Pavement Marking Image	Accessible in StreetLogix Portal
Color	White, Yellow etc.

** Measurement device has a rated accuracy of 0.1 degrees. However, in practice due to variations in ground surface and location where measurement is take, measured value can typically vary +/- 1 degree.*

Sidewalk GIS Database

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanVan images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS layer of sidewalk locations

Curb GIS Database

StreetScan provides curb locations, determined from front or side facing imagery. Data is provided as a GIS layer.

Deliverable: GIS layer of the linear features where curbs are present

Traffic Signage

StreetScan’s traffic sign asset management service provides a simple solution for the Municipality to quickly and efficiently manage its traffic signs. StreetScan utilizes an algorithm to automatically locate traffic signs saving you time and money. Our geospatial engineering team then undergoes a rigorous Q&A process and collects multiple unique attributes.

StreetScan will manually calculate the sidewalk width from the 3D Data collected as this feature is not automated.

Attributes	Description
Sign Category*	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Type*	Federal or State MUTCD designation or custom designation for specialized signs
Position on Post	Sign's relative position, in column and row notation, among all signs mounted on the same structure
Sign Photo*	Digital image
Post Type	U-Channel, Round, Square, Light Pole, Signal Mast, etc.
Post Material	Steel, Wood, Concrete, etc.
GPS Location*	Global Positioning System (GPS) location (+/- 5 meters)
Position	Left, Right, Overhead, Center
Sign & Post Condition*	Good, Fair, Critical rating assessed through review of daytime digital images

*Attributes included for the basic sign inventory.

Catch Basins

StreetScan provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanVan images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS Layer of catch basin

Roadway Manhole Objects (Valve & Manhole Covers)

StreetScan provides location of circular Manhole or other similar shaped access points which are visible in the road imagery data. All data is provided as a GIS layer.

Deliverable:

- GIS layer of manhole locations

Tree GIS Database

StreetScan provides tree locations which are situated in the right of way, determined from existing data sources satellite imagery, Google StreetView or ScanVan images if available. All data is provided as a GIS Layer.

Deliverable:

- GIS layer of tree location
- Geotagged images of each tree

Streetlight GIS Database

Utilizing the ScanVan’s cameras, StreetScan has the ability to review already collected data and extract the necessary street lighting attributes. A new street lighting data layer will be accessible through Streetlogix.

Attributes	Description
GPS Location	Global Positioning System (GPS) location (+/- 5 meter)
Type	Cobra Head, Decorative/Ornamental
Wattage	Fixture output power (ballast not factored for non-LED lights)
Technology	LED, other
Pole Type	Wood, Metal, Concrete
Fixture Photo	Digital Image

Ramp Compliance Survey

StreetScan will determine the compliance of ADA Ramps, measuring the following attributes: ramp slope & cross slope, road slope & cross slope, flare slopes, ramp width, landing area, tactile pad (present/not present/condition). As part of this service, StreetScan provides imagery of all ramps and a GIS data layer accessible in Streetlogix, showing location of ADA ramps and all measured properties.

Deliverables:

- GIS Layer with ramp location & missing ramps
- Image of ramps/no ramp
- Compliance
- Measured Attributes (shown below)

Attributes	Description
GPS Location	Global Positioning System (GPS) location (typically +/- 1.5 meters)
Image	Image of Ramp
Ramp Slope / Cross Slope	Angle (+/- 1 Degree)*
Road Slope / Cross Slope	Angle (+/- 1 Degree)*
Flare Slopes	Angle (+/- 1 Degree)*
Ramp Width Compliance	Yes/No
Landing Area Compliance	Yes, No/Obstructed
Tactile Pad	Present/Not Present & Condition

APPENDIX C – OUR CLIENTS

REFERENCES & ADDITIONAL INFORMATION

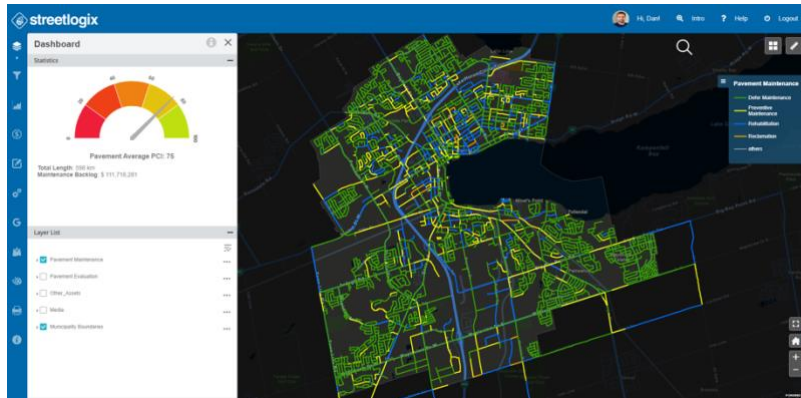
City of Barrie, ON

Project Objective:

StreetScan was selected by the City of Barrie to assess the conditions of 593 centerline kilometers of City-maintained roads.

Project Description:

StreetScan employed vehicle-mounted sensing technology to assess road conditions in normal traffic flow. The system utilizes 3D imaging technology combined with optical cameras to measure the severity and extent of road defects including cracking, bumps, surface distortions, surface texture and potholes. A combination of features extracted from the 3D imaging sensors are used to identify distresses in the roadway which impact the PCI rating, generating a data-driven PCI conditions inventory for assessed road segments.



Project Outcome:

StreetScan delivered the road condition and maintenance and repair suggestion information to the City via a secure GIS web portal, Streetlogix. Barrie can use Streetlogix to visualize and export the information, as well as to adjust parameters and modify or generate new repair work plans. Streetlogix also allows visualization of PCI values, imagery for each road and detected features (e.g. potholes), statistics, and more. Staff can access Streetlogix quickly from anywhere with any computer, provided there is an internet connection. No downloads or installation needed.

Additionally, the GPR pavement thickness assessment and enhanced visualization HD video documentation were also made available in Streetlogix.

Project Contacts	
City of Barrie	<p>Municipal Contact: Michael Brown, Infrastructure Program Engineer 705-739-4220 ext. 4300 michael.brown@barrie.ca</p>
StreetScan Project Team	<p>Project Manager: Dan Kirkby, Director of Operations (519) 871-1386 daniel.kirkby@streetscan.com Account Manager: Michelle Hjort GIS Director & Data Scientist: Sal Shahini Lead Field Technician: Chris McGill</p>
<p>info@streetscan.com www.streetscan.com</p>	

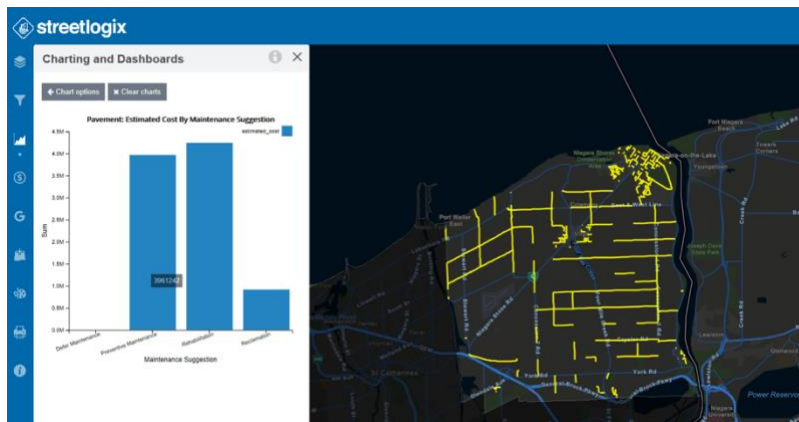
Town of Niagara-on-the-Lake, ON

Project Objective:

Perform a mobile sensing survey of the Town's road network to assess its current condition and prepare custom Maintenance and Repair suggestions.

Project Description:

349 road lane kilometres were assessed using StreetScan's specialized ScanVan vehicle. 3D cameras captured the severity and extent of road surface distresses and determine the pavement condition index (PCI) of each segment. Front-facing video was taken of all surveyed roads. Municipal staff provided repair and maintenance costs which are programmed into their customized web-based portal in Streetlogix.



Municipal staff provided repair and maintenance costs which are programmed into their customized web-based portal in Streetlogix.

Project Outcome:

The project was completed on April 2nd, 2019. Survey results were placed in Streetlogix, whose algorithm utilizes PCI, road usage data and a cost benefit analysis to determine road maintenance and repair costs and prioritization per segment. Budgeting and planning tools allow for editable short and long term planning as well as level of service analysis with Target PCI. Front-facing video mages for every scanned road, along with downward, back-facing still images every two metres, allow staff to review their entire road network from any web-connected device. Staff feedback was that the van-based assessment saved a lot of staff time and the ease of software analysis is a great improvement over the former excel-based analysis.

Project Contacts	
Town of Niagara-on-the-Lake	Municipal Contact: Mike Komljenovic, Engineering Supervisor (905) 468-3061 Mike.Komljenovic@notl.com
StreetScan Project Team	Project Manager: Dan Kirkby, Director of Operations (519) 871-1386 daniel.kirkby@streetscan.com Account Manager: Michelle Hjort GIS Director & Data Scientist: Sal Shahini Lead Field Technician: Chris McGill
info@streetscan.com www.streetscan.com	

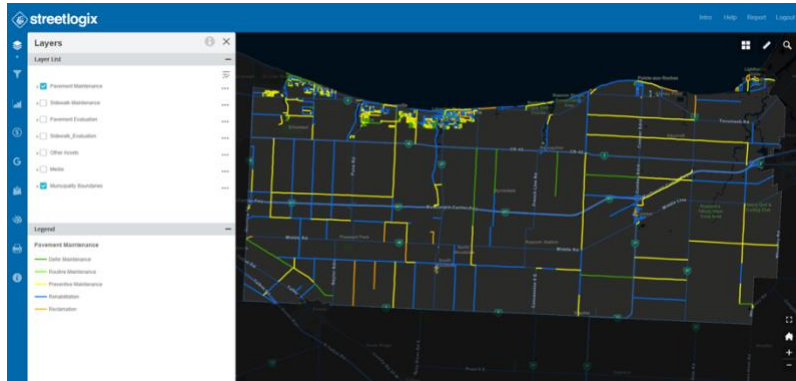
Town of Lakeshore, ON

Project Objective:

StreetScan was contracted by the Town of Lakeshore to perform a road and sidewalk assessment survey that would objectively collect pavement and sidewalk condition data and provide custom repair and maintenance recommendations.

Project Description:

Data collection included 880 road lane kilometers and 113 sidewalk kilometers.



StreetScan utilized specialized ScanVan vehicles to assess the condition of roadways and, using a pavement condition index scale which runs from 0-100, developed a Municipal-wide inventory of road condition.

For sidewalk assessments, StreetScan deployed mobile carts with high definition video capture capability. Through analysis techniques, sidewalk distresses such as cracking, aggregate loss, uplifts and surface distortion were identified, which were then used to calculate sidewalk condition ratings on a scale of 0 to 100 - with 0 being the worst and 100 being ideal.

Project Outcome:

The project was completed on January 31st, 2019.

Results from the survey were placed in Streetlogix, providing an enriched view of the Town's street network with color-coded pavement conditions and other assets, along with images for every scanned road and a range of decision-making tools. In addition to repair suggestions and cost estimates, StreetScan prioritized repairs and developed work plans for the Town. Staff can use the software to visualize and export the information, as well as to adjust parameters and modify or generate new repair work plans.

Project Contacts	
Town of Lakeshore	Municipal Contact: Nelson Cavacas, Director of Engineering and Infrastructure Services (519) 728-2700 ext. 287 ncavacas@lakeshore.ca
StreetScan Project Team	Project Manager: Dan Kirkby, Director of Operations (519) 871-1386 daniel.kirkby@streetscan.com Account Manager: Michelle Hjort GIS Director & Data Scientist: Sal Shahini Lead Field Technician: Chris McGill
info@streetscan.com www.streetscan.com	

Road and Sidewalk Assessment Service Proposal
City of Temiskaming Shores

Sample of other clients:



Town of Niagara-on-the-Lake, ON



Town of Lakeshore, ON



City of Pembroke, ON



Municipality of Port Hope, ON



City of Kenora, ON



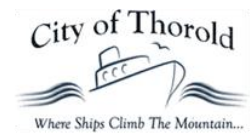
Municipality of Stirling-Rawdon, ON



City of Temiskaming Shores, ON



Municipality of West Grey, ON



City of Thorold, ON



Town of Amherst, MA



City of Portland, ME



Town of Somers, CT



Washington State Parks

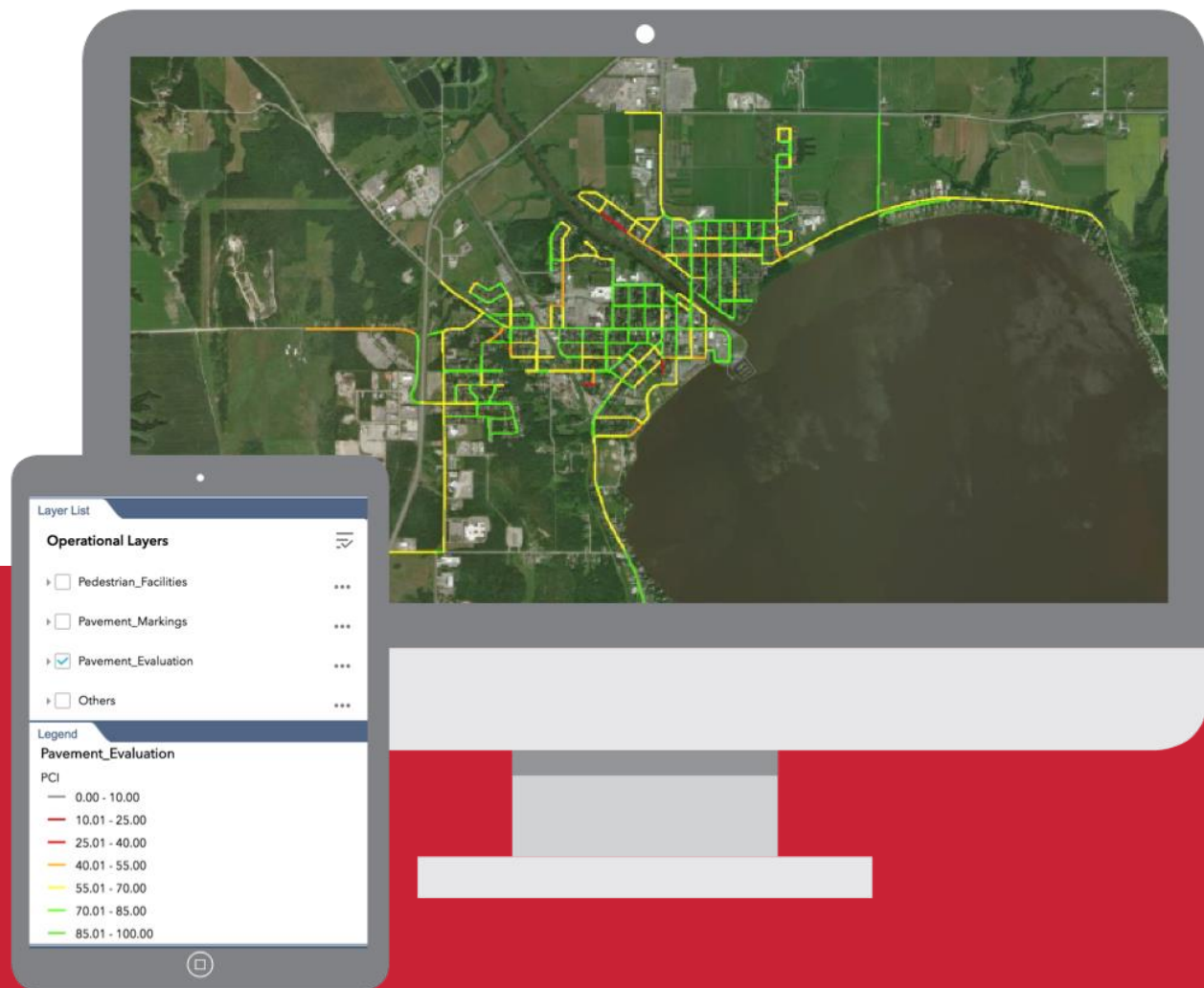


Town of Hampstead, QC



City of Providence, RI

CASE STUDY



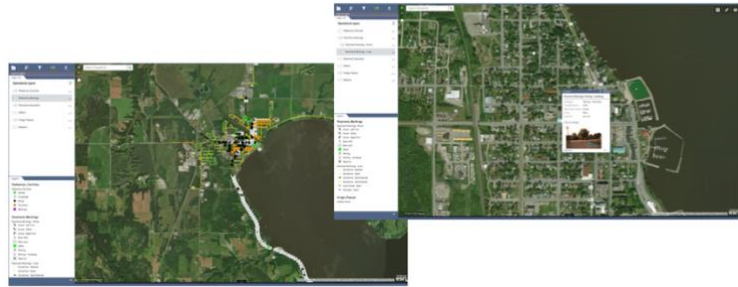
Temiskaming Shores, Ontario, Maximizes Road Repair Budget with GIS

The City of Temiskaming Shores is a picturesque community in Northern

Ontario, Canada, offering ideal boating, hiking, skiing, snowmobiling and golfing and an exceptional place to both live and work. The recently amalgamated municipality with a population of 11,000 needed a cost-effective method to assess and repair its 114 km road infrastructure for citizens and visitors.

The Challenge

Whenever a Municipality goes through the process of amalgamating, (in this case, three former towns amalgamated) the final entity absorbs varying asset management practices and platforms challenging the decision-making process for all departments involved. The City needed a fast, objective, and transparent way to assess roadway conditions and determine



which roads needed repair, along with how and in what order they needed to be repaired. In addition to managing road maintenance, the City needed up-to-date records of its pavement markings and pedestrian facilities database.

The Partner

StreetScan, through an innovative Roads Assessment Service Program developed by Local Authority Services, (LAS) provides a fast and affordable pavement, sidewalk & right-of-way asset management service that can be deployed citywide on a frequent basis. StreetScan uses vehicle-mounted sensing technology to assess road & sidewalk conditions in normal traffic flow and displays gathered information in a geographic information system (GIS) application StreetLogix: a web app with up-to-date data and a range of tools for decision-making.

The Solution

StreetScan's mobile-sensing vehicle, ScanVan, is the physical heart of the asset management system, assessing pavements, traffic signs, pavement markings and more on every road it traverses. The ScanVan travelled Temiskaming Shores roads in normal traffic flow to gather data on the condition of the entire street network utilizing 3D imaging technology to measure road defects. Multiple optical camera systems provide imagery of the road surface and ROW to extract the additional asset features the City required to complete their asset management needs. Once scanned, a variety of technologies from StreetScan & Esri, such as ArcPy scripts, ArcGIS Desktop, and ArcGIS enterprise were leveraged to generate Streetlogix, a GIS web app with powerful visualization and budget-planning tools. This app provides road condition ratings on a scale of 0 to 100, with 0 being the worst and 100 being ideal, and prioritizes the areas to repair and remediate.

The Results

Using Streetlogix, the City can now see an enriched view of its street network with color-coded pavement conditions and other assets, along with images for every road along with tools for data-driven budget and maintenance planning. StreetScan reported that Temiskaming Shores' overall pavement condition index (PCI) was rated in 'good' condition at an average PCI of 70, with 91.2% of roads above critical PCI of 55. Only 8.8% of roads were rated as 'very poor' or 'poor'. All of this was made possible via a unique funding program called the Municipal Asset Management Program (MAMP) by the Federation of Canadian Municipalities (FCM). LAS & StreetScan assisted the City in obtaining funding for roughly 80% of the project cost allowing the City to further strengthen its Asset Management database.

“Using StreetScan has saved us significant work assessing our transportation infrastructures. Our confidence in StreetScan’s results has led us to make our largest financial investment in road improvements in years.”

Doug Walsh
DPW, City of Temiskaming Shores

Subject: City of Temiskaming Shores
Municipal Ice Booking Policy

Report No.: RS-002-2020
Agenda Date: March 24, 2020

Attachments

Appendix 01: Draft Municipal Arena Ice Booking Policy

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-002-2020; and
2. That Council directs staff to repeal By-law No. 2012-082 being a bylaw to adopt an Arena Ice Booking Policy and to prepare the necessary by-law to adopt the Municipal Arena Ice Booking Policy for consideration at the March 24, 2020 Regular Council meeting.

Background

The City of Temiskaming Shores currently operates two indoor ice arenas, one in the former Town of New Liskeard and one in the former Town of Haileybury. These arenas are utilized by various user groups, all with special interests and needs that warrants a policy to manage how rental requests are processed. The City of Temiskaming Shores passed By-law No. 2012-082 being a by-law to adopt an Arena Ice Booking Policy at the regular meeting of Council of June 5th, 2012. This was the first Arena Ice Booking Policy for the City of Temiskaming Shores and considered items such as general use guidelines, operating season, scheduling, cancellation policy, billing and collection, dressing room regulations and closure dates.

Staff have been following the current arena ice booking policy since it's implementation in 2012. However, there have been a few identified issues with the policy including some scheduling issues, some revenue collection issues and some omissions due to municipal by-law updates.

Staff undertook a review of the Arena Ice Booking Policy and, upon completion, the updated policy was provided to select user groups and to select City of Temiskaming Shores staff for review and comment. Comments received back were positive in nature and no major deficiencies were noted. Further review was undertaken by the Recreation Committee at their regular meeting on January 20, 2020 and on February 10, 2020 with input being included in the final draft.

Analysis

Upon thorough review of the Arena Ice Booking Policy it was determined that there was a need for not only an updated policy but also a new cancellation policy that would encompass all recreation department programs, services and facilities. A report on a new Recreation Department Cancellation & Refund Policy follows this report.

The updated Municipal Arena Ice Booking Policy doesn't structurally change from the version currently in use and all future scheduling will continue to follow the same booking priorities. The main difference with the proposed policy is how we will be providing summer ice rentals and the process around scheduling of summer ice. Going forward we will now convene a summer ice users meeting similarly to how we have always convened a winter ice users meeting. This will allow staff to ensure that ice time during the summer months, when it is most expensive to provide, is utilized by our tenants most effectively.

The new Municipal Ice Booking Policy includes provisions for the new Recreation Non-Resident User Fee Policy (By-law 2019-082), and the Municipal Alcohol Policy (By-law 2019-068) which were passed after the current Arena Ice Booking Policy (By-law 2012-082) was passed.

The updated Municipal Arena Ice Booking policy provides new tools for the provision of summer ice time to our users in a way that recognizes user needs while also allowing the City of Temiskaming Shores to minimize the number of unrented hours or ice time.

User groups, City of Temiskaming Shores staff and Recreation Committee members have all reviewed the proposed policy and no objections have been noted.

It is recommended that this policy have an effective date of May 1, 2020. This date would be the most appropriate date for implementation as we must communicate this decision with our user groups and allow them time to prepare for the change. As well, May 1st is a time when we do not have any current ice time rented which will minimize disruptions.

Further, The Recreation Committee met on Monday March 9, 2020 and passed Recommendation No. RS-2020-016 which reads as follows:

Be it recommended that the Recreation Committee approve the proposed Municipal Arena Ice Booking Policy as presented and directs staff to submit an Administrative report to council for the March 24, 2020 regular meeting of Council for consideration.

Financial / Staffing Implications

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

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

Alternatives

1. Complete further review of other municipal ice booking policies and further consultations with facility user groups.

2. Continue with the current Arena Ice Booking Policy (Bylaw 2012-082).

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2020-000

**Being a by-law to adopt a Municipal Ice Booking Policy
for the City of Temiskaming Shores**

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

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

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

And whereas under Section 270 (1) (8) of the Municipal Act, 2001, S.). 2001, c. 25, as amended a municipality is to adopt and maintain a policy with respect to pregnancy leaves and parental leaves of members of council;

And whereas Council considered Administrative Report No. RS-002-2020 at the March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Municipal Ice Booking Policy for consideration at the March 24, 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. That Council hereby adopts a **Municipal Ice Booking Policy** for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2020-000

Municipal Ice Booking Policy

City of Temiskaming Shores Municipal Arena Ice Booking Policy

Purpose

The Purpose of this policy is to ensure the distribution of ice time in a fair and equal manner and ensure that the schedule is appropriate for all users participating in ice related sports, programs or activities. The policy will also ensure adequate ice times for public programs such as public skating in order to meet the needs of all users, improve the health of residents and encourage community participation.

General Use Guidelines

1. All persons entering recreation facilities are obliged to govern themselves in accordance with the regulations posted therein. City of Temiskaming Shores staff are responsible for ensuring that the regulations are adhered to by patrons. A staff member is required to be on duty to ensure the safety of patrons, secure the facilities, and assist persons, groups or organizations during public functions.
2. Management reserves the right to remove any person from a facility and/or suspend any person for any period of time with just cause. Rowdiness, horseplay, running, foul language, physical violence, and other such acts which disrupt the use or the enjoyment of the facilities by our patrons, or compromises public safety, will not be tolerated. Persistence in these acts will result in eviction from the facility. Anyone found deliberately defacing or damaging the facilities will be responsible for making restitution for those damages. Depending on the extent of damages, suspension from the facilities and criminal prosecution of the individual(s) will be at the discretion of management.
3. All consumption of alcoholic beverages must be done so in accordance to the City of Temiskaming Shores Municipal Alcohol Policy. Smoking, vaping and smokeless tobacco are not permitted on the premises of any arena facility.
4. Management and staff will not be held responsible for loss or theft of articles within and on the recreation facility properties.
5. Coaches, managers, supervisory or authorized personnel hosting an event will be responsible for the conduct of all participants associated with their program/event.
6. The use of equipment within the recreation facilities, such as time clocks and sound equipment, will be authorized provided those operators are fully trained in the proper use of the equipment prior to its use.
7. All ice users agree to abide by the Recreation Non-Resident User Fee Policy By-law 2019-082.

Arena(s) Operating Season

1. For the purposes of ice time rental and assessing the rates for ice rentals, the arena shall have two seasons: Winter and Summer.
2. The Winter Season shall be inclusive of the following dates: **September 1st to April 30th**. The Summer Season shall be inclusive of the following dates: **May 1st to August 31st**. These dates may fluctuate based on programming requirements and city initiatives.

3. The City will retain sole discretion on which dates during both the Winter and Summer seasons that ice time will be available and which arenas will have ice time available for rental.
4. Priority of ice time allocation will be based on, the following:
 - i. City Programs and City Sponsored Events.
 - ii. Special and Annual Events.
 - iii. Youth Programming.
 - iv. Adult Programming.
 - v. Public Skating Events.
 - vi. Private Hockey/Skating Schools or Camps.
 - vii. Casual Ice Rentals.

Winter Ice Scheduling

1. For the purpose of this policy, a regular user will be defined as an individual or group that rents a specific block of time on a contract basis for the duration of the winter season or concentrated time period.
2. A casual user will be defined as an individual or group that rents ice time on a walk-in or call-in basis and not on a seasonal basis.
3. A special event will be defined as an event which does not occur on a regular basis. This may be annually or a one-time event. This does not include tournaments/competitions hosted or held by regular users.
4. It is the responsibility of The City of Temiskaming Shores to convene an Ice Users Meeting, no later than May 15th of each year. At this time, the annual ice user groups, as well as the special event users, will have an opportunity to meet with management, assess the previous year's activities and discuss winter ice availability and scheduling. Winter ice users will be required to submit regular and special requests for their organization prior to the annual Winter Ice Users Meeting. Additional follow up meetings may be called in order to resolve scheduling conflicts and confirm start dates for the arena(s).
5. New groups/organizations requesting ice time should submit their application for ice time no later than March 31st of each year. Applications should be sent to the Director of Recreation in writing.
6. All users are hereby advised that, in order to accommodate and develop new activities within our facilities, circumstances may require existing users to relinquish or relocate time, to accommodate the new activity. Requests will be discussed during the annual winter ice users meeting or as necessary throughout the year.
7. Management will consider the requests in terms of the established priorities and past utilization of time in order to prepare, finalize and promote the schedule of events of the season. Management reserves the right to make the final decision regarding all facility rentals.
8. All groups will be required to enter into a formal agreement for seasonal and special event bookings.

9. Arenas are available for rental from 7:00 am to 11:00 pm each day during the winter season. Requests for bookings outside of these times will be considered as they are received and changes may be made at the discretion of management.
10. It is the responsibility of all groups to provide the Recreation Department with at least one (1) copy of their schedule requirements, at least ten (10) days prior to the commencement of usage and also to book ample time of their activity or revise the activity to meet the time available.
11. Tournament/competition schedules must be submitted to the Recreation Department a minimum of seven (7) days prior to the start of the tournament.

Summer Ice Scheduling

1. For the purpose of this policy, a regular user will be defined as an individual or group that rents a specific block of time on a contract basis for the duration of the summer season or concentrated time period.
2. A casual user will be defined as an individual or group that rents ice time on a walk-in or call-in basis and not on a seasonal basis.
3. A special event will be defined as an event which does not occur on a regular basis. This may be annually or a one-time event. This does not include tournaments/competitions hosted or held by regular users.
4. It is the responsibility of The City of Temiskaming Shores to convene a Summer Ice Users Meeting, no later than February 15th of each year. At this time, the regular summer ice user groups, as well as the special event users, will have an opportunity to meet with management and discuss summer ice availability and scheduling. Summer Ice Users will be required to submit regular and special requests for their group/organization prior to the Summer Ice Users Meeting.
5. New groups/organizations requesting ice time should make their application for ice time no later than January 15th of each year. Applications should be sent to the Director of Recreation in writing.
6. All users are hereby advised that, in order to accommodate and develop new activities within our facilities, circumstances may require existing users to relinquish or relocate time, to accommodate the new activity. Requests will be discussed during the annual Summer Ice Users meeting or as necessary.
7. Management will consider the requests in terms of the established priorities and past utilization of time in order to prepare, finalize and promote the schedule of events of the season. Management reserves the right to make the final decision regarding all facility rentals.
8. Ice time is available for rental from 7:00 am to 11:00 pm, Monday to Friday during the summer season. Requests for bookings outside of these times will be considered as they are received and changes may be made at the discretion of management.
9. It is the responsibility of all users to provide the Recreation Department with at least one (1) copy of their schedule requirements, at least ten (10) days prior to the commencement of usage and also to book ample time of their activity or revise the activity to meet the time available.

10. Tournament/competitions schedule must be submitted to the Recreation Department a minimum of seven (7) days prior to the start of the tournament.

Cancellation Policy

1. All cancelled rental times will revert to the Recreation Department. Subletting is not permitted by any facility user.
2. Should the facility staff and/or management determine that the facilities are not suitable for use, and are not used, no fee will be charged. A cancellation fee will not be charged if the facilities are deemed not suitable for use.
3. The City of Temiskaming Shores has the right to request the use of the recreational facilities and lands for its own purpose, provided that the City gives prior written notice of its intention to use the recreational facilities, acting reasonably, on a specified date and the City's proposed use does not disproportionately and adversely impact the revenues and expenses of the displaced group.
4. Unpredictable, unexpected or extreme situations will be taken into consideration for cancellation deadlines including but not limited to mechanical malfunctions, weather events and states of emergency.

Billings, Collections & Refunds

1. As per the City of Temiskaming Shores Accounts Receivable Policy.
2. As per the City of Temiskaming Shores Recreation Department Cancellation & Refund Policy.

Dressing Room Regulations

1. Coaches, managers, and authorized supervisory personnel are responsible for the conduct of their program participants and are required to be the first to enter and the last to leave the dressing rooms.
2. Authorized personnel only are allowed in the change room areas and will be allowed to secure those areas with a dressing room key from staff. Authorized personnel are responsible for the safe keeping of dressing room keys. Any group that does not return any dressing room key(s) will be charged for the cost and time to replace the applicable lock(s).
3. Damages resulting from the use of the change room facilities will be the responsibility of the user, association or league. Inspections by staff will be carried out on a regular basis to identify damaged areas. It is the responsibility of the user to inspect the facilities prior to use and report any preexisting damage to staff immediately.
4. Each room is equipped with garbage receptacles. All users are requested to deposit all garbage into the receptacles in order to help keep the rooms in a tidy condition.
5. Smoking, vaping, smokeless tobacco and cannabis is not permitted in any arena facility.
6. Users are requested to vacate the change rooms within thirty (30) minutes of completion of their ice time. Failure to vacate the dressing room within thirty (30) minutes will result in additional charges.

7. Use of cellular phones, personal digital assistants, or video devices are prohibited in dressing rooms and washroom facilities.

Closure Dates

1. All arenas will be closed on STATUTORY holidays;
 - i. New Year's Day
 - ii. Family Day
 - iii. Good Friday
 - iv. Easter Monday
 - v. Victoria Day
 - vi. Canada Day
 - vii. Labour Day
 - viii. Thanksgiving Day
 - ix. Christmas Day
 - x. Boxing Day
2. These dates are considered closure dates unless the user agrees to pay for the additional costs of operation necessary to keep the facility open at these times. All facilities will close early on Christmas Eve and New Year's Eve.

Bookings

1. In order to maintain the administration of rentals, all bookings must be made through City Hall (info@temiskamingshores.ca).
2. All casual rentals are required to pay for their full rental upon booking of ice time. No casual rental users will be allowed on the ice surface without payment being completed ahead of their rental.
3. All casual and contract bookings must have completed an ice rental form before their rental.
4. All changes and cancellations MUST be made in writing to the Recreation Department. The preferred method of communication is by email to info@temiskamingshores.ca.
5. Bookings require that at least one staff member be on duty and on site throughout the duration of the rental. The presence of a staff member is to ensure the safety of patrons, assist with janitorial and maintenance concerns, and secure the facilities following use. This will enable patrons to easily identify workers should questions, concerns or request arise.

Name of Applicant with signing authority

Signature

Group / Organization

Date Signed

City of Temiskaming Shores Signing Authority

Signature

Subject: Recreation Department Cancellation & Refund Policy	Report No.: RS-003-2020
	Agenda Date: March 24, 2020

Attachments

Appendix 01: Draft Recreation Department Cancellation & Refund Policy

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-003-2020;
2. That Council directs staff to prepare the necessary by-law to adopt the City of Temiskaming Shores Recreation Department Cancellation & Refund Policy for consideration at the March 24, 2020 Regular Council meeting; and;
3. That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-062 by removing all provisions in regards to recreational cancellations and refunds for consideration at the March 24, 2020 Regular Council meeting.

Background

The City of Temiskaming Shores currently operates numerous recreational facilities which generate revenue from user fees. Occasionally, requests are received to cancel, modify or reschedule rentals and services and a consistent approach to dealing with those requests is necessary. Currently there is minimal documentation and no formal policy on how these requests should be handled. Some provisions are included in By-law No. 2013-131 (Accounts Receivable Policy) however not all facilities or services are considered in this document and some areas of the Accounts Receivable Policy have been taken advantage of by users resulting in lost revenue to the municipality.

Further, the Waterfront Pool & Fitness Centre offers many different services and rentals at many different price points. Our staff at that facility have only been provided a half page document on what our cancellation and refund guidelines are for things like memberships, lounge rentals, and programs. Many cancellations, refunds, extensions and rescheduled bookings have been done according to individual circumstances and at the decision of management.

Upon review of similar policies utilized by comparable municipalities, the Director of Recreation created the first draft of the policy and sent it to select user groups and staff for feedback. Further review was undertaken by the Recreation Committee at their

regular meeting on January 20, 2020 and on February 10, 2020. Extensive input from all three stakeholders was utilized to create the final draft.

The proposed Cancellation and Refund Policy creates clear guidelines for staff and users on what is eligible for a refund, how refunds will be processed, what notice is required and what administrative fees will be charged.

Analysis

The proposed document offers guidelines for all Recreation Department fees and services. It has been drafted to try to strike a balance between being overly in favour of the renter/user and overly in the municipality's favour. Disruptions in our lives happen and we must account for this in the cancellation and refund policy. Further, extensive mapping of potential refund scenarios was undertaken to ensure that there were no arbitrage opportunities for the general public. For example, there are no situations where we offer a 50% refund on a membership after 50% of the membership term had already passed.

One of the biggest changes that will come from this policy is the ice cancellation policy. Currently, the City offers all our renters the ability to cancel or reschedule ice time with no penalty as long as they provide at least 24 hours of notice before their rental. This is out of line to other municipalities ice cancellation policies and has cost the City thousands of dollars in lost revenue. There are noted instances where user groups have hoarded ice time with no intention of using it to ensure that other user groups aren't able to use it themselves. In the end the municipality loses out on that revenue and potential users lose out on the use of that ice time.

This proposed new policy would require a minimum of 7 days notice to change or cancel an ice time without penalty. Any changes or cancellations with less than 7 days notice but more than 1-day notice would be charged 50% of the applicable ice rental fee and any changes or cancellations with less than 1-day of notice would be charged 100% of the applicable fee.

The new policy has also been tailored to better fit with how City of Temiskaming Shores user groups are renting facilities and signing up for programs. For example, the new policy will allow full refunds for birthday party bookings as long as notice is received from the renter at least 14 days before the event. Currently we will only process refunds if 30 days notice is received however, most of our birthday party bookings are received less than 30 days before the event. As well, swimming lesson refunds were originally supposed to only be processed if 14 days of notice was received however, the registration period for swimming lessons is usually 14-18 days in advance of the first class which would have left minimal or no time to request a refund. In the final draft of the policy refunds for swimming lessons has been set at 7 days notice.

This policy was reviewed by the Treasurer and it was agreed that the Accounts Receivable policy will be updated with any provisions for cancellations of recreation facilities and services, now covered in the proposed policy, will be removed from the Accounts Receivable policy (2013-131).

It is recommended that this policy have an effective date of May 1, 2020. This date would be the most appropriate date for implementation as we must communicate this decision with our user groups and allow them time to prepare for the change. As well, May 1st is a good soft spot in our schedule where fewer rentals are taking place and the implementation will be less disruptive.

Further, The Recreation Committee met on Monday March 9, 2020 and passed Recommendation No. RS-20202-017 which reads as follows:

Be it recommended that the Recreation Committee approve the proposed Recreation Department Cancellation & Refund Policy as presented and directs staff to submit an Administrative report to council for the March 24, 2020 regular meeting of Council for consideration.

Financial / Staffing Implications

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

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

Alternatives

1. Complete further review of other municipal Recreation Department Cancellation & Refund policies and further consultations with user groups.
2. Continue operating with current policies already in place.

Submission

Prepared by:

Reviewed and submitted for
 Council's consideration by:

"Original signed by"

"Original signed by"

 Mathew Bahm
 Director of Recreation

 Christopher W. Oslund
 City Manager

The Corporation of the City of Temiskaming Shores
By-law No. 2020-000
Being a by-law to adopt a Recreation Cancellation and Refund Policy for the City of Temiskaming Shores

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

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

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

And whereas under Section 270 (1) (8) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended a municipality is to adopt and maintain a policy with respect to pregnancy leaves and parental leaves of members of council;

And whereas Council considered Administrative Report No. RS-003-2020 at the March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Recreation Cancellation and Refund Policy for consideration at the March 24, 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. That Council hereby adopts a **Recreation Cancellation and Refund Policy** for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2020-000

Recreation Cancellation and Refund Policy

City of Temiskaming Shores

Recreation Department

Cancellation & Refund Policy

1. Purpose

The goal of the policy is to establish a framework that will provide efficient and consistent procedures for all recreation department staff. This policy focuses on cancellations and refunds for programs and services offered by the Recreation Department of the City of Temiskaming Shores.

2. General Policies

- 2.1. All cancellations must be received in writing by the City of Temiskaming Shores.
- 2.2. Refunds will be issued by cheque to the mailing address on file unless an alternative method of refund is available.
- 2.3. All cancelled rental times will revert to the Recreation Department. Subletting is not permitted by any facility user.
- 2.4. Should the facility staff and or management determine that the facilities are not suitable for use, and are not used, no fee will be charged. A cancellation fee will not be charged if the facilities are deemed not suitable for use.
- 2.5. The City of Temiskaming Shores has the right to request the use of the recreational facilities and lands for its own purpose, provided that the City gives prior written notice of its intention to use the recreational facilities, acting reasonably, on a specified date and the City's proposed use does not disproportionately and adversely impact the revenues and expenses of the displaced group.
- 2.6. In the event of a cancellation less than forty-eight (48) hours in advance of a rental due to inclement weather the renter will not be responsible for any cost of the rental.
- 2.7. Unpredictable, unexpected or extreme situations will be taken into consideration for cancellation deadlines including but not limited to mechanical malfunctions, weather events and states of emergency.

3. Hall Rentals

- 3.1. Hall rentals will consist of rentals of
 - 3.1.1. Dymond Hall
 - 3.1.2. New Liskeard Community Hall
 - 3.1.3. Riverside Place
 - 3.1.4. Don Shepherdson Memorial Arena Hall
 - 3.1.5. Shelly Herbert-Shea Memorial Arena Hall
 - 3.1.6. Shelly Herbert-Shea Memorial Arena Lion's Den
 - 3.1.7. Harbour Front Pavilion

- 3.2. Written notice of cancellation must be received sixty (60) days in advance of the scheduled event to receive a full refund (less a \$50.00 non-refundable administrative fee) or within thirty (30) days in advance of the scheduled event to receive a 50% refund (less a \$50.00 non-refundable administrative fee). Notice given less than thirty (30) days before the scheduled event will receive no refund.
- 3.3. Rescheduling of hall rentals is permitted in all municipal halls except for Riverside Place, Friday through Sunday.
- 3.4. Rescheduling refers only to rescheduling to the same hall at a date within two months of the original rental date.
- 3.5. Rescheduling to another hall constitutes a cancellation.
- 3.6. A minimum of two (2) weeks' notice is required for a rescheduling request.
- 3.7. An administrative fee of \$50.00 will be applied to all rescheduled hall rentals unless the rescheduling is a request from the municipality to the renter.
- 3.8. All hall rentals for any meeting under 3 hours will be subject to all above terms except the administrative fee will be set at \$20.00 instead of \$50.00.

4. Birthday Parties (Pool & Lounge)

- 4.1. Written notice of cancellation must be received fourteen (14) days in advance of the scheduled event to receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less).
- 4.2. Notice of cancellation given less than fourteen (14) days in advance of a scheduled event will receive no refund.

5. Pool & Fitness Centre Lounge Rentals

- 5.1. All non-fitness class rentals cancelled at least fourteen (14) days in advance of the scheduled rental will receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less). Notice given less than fourteen (14) days in advance of a scheduled rental will receive no refund.
- 5.2. All fitness class rentals cancelled at least seven (7) days in advance of the scheduled rental will receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less). Notice given less than seven (7) days in advance of a scheduled rental will receive no refund.

6. Winter Ice Rentals

- 6.1. Cancellation policies for winter ice time are consistent for all ice users.
- 6.2. Written notice of cancellation must be received seven (7) days in advance of the scheduled ice rental to receive a full refund or to not be invoiced for the scheduled time.
- 6.3. Written notice of cancellation for ice rentals received less than seven (7) days but more than twenty-four (24) hours in advance of the ice rental will receive a 50% refund or be invoiced at 50% of the applicable rental rate.

- 6.4. If notification of cancellation is received less than twenty-four (24) hours in advance of the scheduled ice rental, the ice user will be responsible for the full cost of the cancelled ice rental.
- 6.5. In the event of an ice rental cancellation less than seven (7) days in advance of the rental due to inclement weather the renter will not be responsible for any cost of the rental.

7. Summer Ice Rentals

- 7.1. Cancellation policies for summer ice time are consistent for all ice users.
- 7.2. Written notice of cancellation must be received fourteen (14) days in advance of the scheduled ice rental to receive a full refund or to not be invoiced for the scheduled time.
- 7.3. Written notice of cancellation for ice rentals received less than fourteen (14) days but more than forty-eight (48) hours in advance of the ice rental will receive a 50% refund or be invoiced at 50% of the applicable rental rate.
- 7.4. If notification of cancellation is received less than forty-eight (48) hours in advance of the scheduled ice rental, the ice user will be responsible for the full cost of the cancelled ice rental.

8. Field Rentals

- 8.1. Field rentals consist of rentals for the following facilities
 - 8.1.1. New Liskeard Soccer Field 1
 - 8.1.2. New Liskeard Soccer Field 2
 - 8.1.3. Haileybury Soccer Field 1
 - 8.1.4. Haileybury Soccer Field 2
 - 8.1.5. Haileybury Soccer Field 3
 - 8.1.6. Haileybury Soccer Field 4
 - 8.1.7. Dymond Ball Field A
 - 8.1.8. Dymond Ball Field B
 - 8.1.9. Farr Park Ball Field 1
 - 8.1.10. Farr Park Ball Field 2
 - 8.1.11. New Liskeard Ball Field North
 - 8.1.12. New Liskeard Ball Field Centre
 - 8.1.13. New Liskeard Ball Field South
- 8.2. Notification of cancellation of any scheduled rentals for any reason other than inclement weather is required at least forty-eight (48) hours in advance of the scheduled rental to receive a full refund. The user will be responsible for the full cost of the applicable rental if notification is received with less than forty-eight (48) hours of notice.
- 8.3. The user will receive a full refund should any field rentals be cancelled due to any public health advisories put in place by the public health unit that necessitate a cancellation.

9. Marina Boat Slips

- 9.1. Marina Boat Slip rentals consist of rentals for the following facilities
 - 9.1.1. New Liskeard Marina
 - 9.1.2. Haileybury North and South Marina
- 9.2. Only seasonal slip rentals will be eligible for refunds.
- 9.3. Refunds will only be processed once a request for cancellation has been received at City Hall. Cancellation requests should be sent to info@temiskamingshores.ca.
- 9.4. If notice of cancellation is received prior to May 15th the renter will be entitled to a full refund less a \$50.00 admin fee.
- 9.5. If notice of cancellation is received after May 15th and prior to July 1st the renter will be entitled to a 50% refund.
- 9.6. No renter will be entitled to a refund of their seasonal rental fee after June 30th.

10. Bucke Park Sites

- 10.1. Only seasonal site rentals will be eligible for a refund. No refunds will be given for monthly or daily site rentals.
- 10.2. Refunds will only be processed once a request for cancellation has been received at City Hall. Cancellation requests should be sent to info@temiskamingshores.ca.
- 10.3. If notice is received prior to May 15th the renter will be entitled to a full refund less a \$50.00 admin fee.
- 10.4. If notice is received after May 15th and prior to July 1st the renter will be entitled to a 50% refund.
- 10.5. No renter will be entitled to a refund of their seasonal rental fee after June 30th.

11. Winter Storage

No refunds will be given for cancellation of winter storage.

12. Memberships

- 12.1. The effective date of membership cancellation is the date written notice of cancellation is received by the City of Temiskaming Shores and not the date the participant stopped using their membership.
- 12.2. All memberships at the Pool and Fitness Centre may be cancelled for a full refund (less an administrative fee of \$25.00 or 25% whichever is less) within seventy-two (72) hours of purchase.
- 12.3. Monthly memberships (one, three, and six-month interval memberships) are non-refundable seventy-two (72) hours after purchase.
- 12.4. One (1) year memberships may be cancelled only if more than nine (9) months are remaining in the membership term. The refunded amount will be 60% of the yearly

membership fee. If there are less than nine (9) months remaining in the membership term the membership is non-refundable.

- 12.5. No refunds are given for any daily fees, or book of 5 passes.
- 12.6. All memberships may be put on hold due to a medical reason. A signed doctor's note must be provided to put the membership on hold.
- 12.7. Non-medical membership holds will only be considered for one (1) year memberships and can only be put on hold once during that year. One (1) month, three (3) month, or six (6) month memberships may not be put on hold. In extenuating circumstances, memberships may be extended for a period of up to two (2) months at the approval of the Superintendent of Community Programs, or the Director of Recreation.
- 12.8. ALL hold requests must be accompanied by a letter stating the member's name, phone number, email address, the start date for the hold, end date of the hold and the reason for the request. Once placed on hold this action cannot be reversed or changed.
- 12.9. In the event of a death of a membership holder, upon request by the executor of the that member's estate, the full remaining amount of their membership will be refunded on a pro-rated basis to the date on their death certificate. The refund will be in the form of a cheque made out to the member's estate.

13. Pool Rentals

Notification of cancellation of any scheduled rentals for any reason other than inclement weather is required at least forty-eight (48) hours in advance of the scheduled rental to receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less). The user will be responsible for the full cost of the applicable rental if notification is received with less than forty-eight (48) hours of notice.

14. Programs (Swimming Lessons, Fitness Classes, Youth Programs, and Aquatic Leadership Classes)

- 14.1. An administration fee of \$20.00 or 20% of the registration cost (whichever is less) is applicable for all non-medical cancellations of program registrations.
- 14.2. Program registrations cancelled at least seven (7) days prior to the start of the program will be eligible for a full refund (less an administrative fee of \$20.00 or 20% whichever is less).
- 14.3. For all programs, there will be no administration fee for refunds due to medical reasons. A medical note from a medical practitioner must accompany the refund request. Refunds will be processed according to the date the written request, with accompanying note, is received by the City of Temiskaming Shores. Refunds will be prorated based on the number of classes already completed (if any) at the date of written request.
- 14.4. Any program transfers will be subject to an administration fee of \$20.00 or 20% of the registration cost (whichever is less). Program transfers at the request of or by the City will not be charged a fee.

Subject: EDSC Accessibility Funding Agt.
Don Shepherdson Memorial Arena

Report No.: RS-004-2020
Agenda Date: March 24, 2020

Attachments

Appendix 01: Transfer Payment Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-004-2020; and
2. That Council directs staff to prepare the necessary by-law to enter into a funding agreement with the Minister of Employment and Social Development in the amount of \$100,000 for accessibility improvements to the Don Shepherdson Memorial Arena for consideration March 24, 2020 Regular Council meeting.

Background

City of Temiskaming Shores staff submitted an application to the Enabling Accessibility Fund, administered by Employment and Social Development Canada on July 25, 2018. The submission included funding in the amount of \$100,000 from ESDC and a city contribution of \$125,000. The project submitted was for accessibility upgrades to the Don Shepherdson Memorial Arena including upgrades to the surfacing in front of the entrance, new push button accessible doors for the facility, replacement of lobby flooring and upgrading washrooms to be fully accessible. These upgrades are necessary for the facility to be compliant with the Accessibility for Ontarians with Disabilities Act.

Analysis

The ESDC sent notification that the City's application was approved and forwarded the Payment Agreement on March 16, 2020 for Council's approval (attached as Appendix No. 1 to the report). Funds would have to be spent by March 31, 2021. This funding would be in addition to and funds received from the outstanding application with the Investing in Canada Infrastructure Program (ICIP). Should the City of Temiskaming Shores not be awarded funding through the ICIP program, the city could, by accepting funding from the ESDC complete necessary accessibility upgrades to the Don Shepherdson Memorial Arena that would otherwise need to be 100% funded by the city. If the City were to received ICIP funding and accept funding from the ESDC it would allow further accessibility upgrades to the facility that otherwise would be out of reach of completion.

Financial / Staffing Implications

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

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

The total project cost within the funding application is \$225,000 with the ESDC contributing \$100,000 and the City of Temiskaming Shores contributing \$125,000. This amount has not been budgeted in the City of Temiskaming Shores 2020 budget and would need to be included in the 2021 budget.

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

Alternatives

1. The City could decline the funding from the Employment and Social Development Canada Enabling Accessibility Funding and continue to await notice of our funding application to the Investing in Canada Infrastructure Program with a decision expected to be received in summer 2020. The risk in this alternative is the City's application could be denied and no funding would be available from other levels of government to complete this project and meet legislative requirement.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mathew Bahm
Director of Recreation

Christopher W. Oslund
City Manager



ARTICLES OF AGREEMENT
BETWEEN
HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY
THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT
AND
The Corporation of the City of Temiskaming Shores
(HEREINAFTER REFERRED TO AS "THE RECIPIENT")
HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures



2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"**Eligible Expenditures**" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"**Fiscal Year**" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"**Grant**" means the grant funds provided by Canada under this Agreement;

"**Project**" means the project described in *Schedule A - Project Description and Signatures*;

"**Project Period**" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"**Working Day**" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 PURPOSE OF THE GRANT

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 PAYMENT OF THE GRANT

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under Payment Method *Schedule A - Project Description and Signatures*.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.



8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act (R.S.C., 1985, c. 44 (4th Supp.))*, as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act (R.S.C., 1985, c. A-17)*, requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.



14.0 TERMINATION OF AGREEMENT

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 REPAYMENT REQUIREMENTS

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment; and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement, Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



22.0 NOTICES

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 ASSIGNMENT OF THE AGREEMENT

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 SUCCESSORS AND ASSIGNS

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 COMPLIANCE WITH LAWS

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 AMENDMENT

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 UNINCORPORATED ASSOCIATION

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 COMMUNICATION WITH THE PUBLIC

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)	
Common System for Grants and Contributions (CSGC) File Number: 1591799	
Project Title:	Don Shepherdson Memorial Arena Accessibility Upgrades
Program Name:	Enabling Accessibility Fund - Grants
This Application is:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Grant Amount:	



Amount Requested: \$ 100000

Amount Approved: \$ 100000

Project description and Budget adjustments:

Activities:

The proposed project consists of creating a level entrance, installing doors with automated doors opener, building an accessible washroom and installing new floor.

Budget:
N/A

Other Conditions:

Condition related to the Official Languages Act :

The Recipient acknowledges that Canada is subject to the Official Language Act and, as such, must actively offer project-related services, make project-related documentation and announcements in both official languages.

Specific Obligations Related to the Project:

i.e.: publication or research, or other tool printed or published in both languages.

Project Period:

From: 2020/03/23

To: 2021/03/22

Payment Method:

Number of Installment(s): 1

1st Installment Amount: \$ 100000

1st Installment Date: 2020/03/23

Date of Approval: 2020/02/21

Canada signing authority on behalf of the Minister of Employment and Social Development

Carla Pardo

CANADA

2020/03/13

Date (yyyy-mm-dd)



FOR THE RECIPIENT (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

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 Jarlette Ltd. for Parts 1, 2 and 3 on Plan 54R-6138, Dymond Twp. 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 March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with Jarlette Ltd. for consideration at the March 24, 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 Jarlette Ltd. for Parts 1, 2 and 3 on Plan 54R-6138, Dymond Twp. 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 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



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

This agreement, made in triplicate, this 24th day of March, 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:

Jarlette Ltd.
689 Younge Street, Midland, Ontario L4R 2E1
(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 Parts 1, 2 and 3 on Plan 54R-6138, Dymond Twp.; 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. To construct an entrance/exit in the locations as shown on the Plans to the satisfaction of the City;
 6. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
 7. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the City’s Public Works Department and Building Department and the MTO;
 8. 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;
 9. That all required work on the property in respect to municipal water and sanitary sewer must be carried out in accordance with City specifications, by a contractor approved by the City, at the expense of the Owner;
 10. That the Owner’s engineer shall conduct testing of water and sanitary sewer services and confirm in writing to the Director of Public Works that testing has been completed to the satisfaction of the City;
 11. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner’s engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications.
 12. That all entrances, exits and fire routes within the parking areas shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City acting reasonably, failing which the City shall notify the Owner in writing by registered mail and allow the Owner two (2) business days from receipt of the written notice to perform the required work. If the Owner does not complete the required work within two (2) business days the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all reasonable costs, by action or in like manner as municipal taxes (post project completion) as provided as taxes that

are overdue and payable.

13. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within one (1) year of the issuance of an Occupancy Permit. That all work shown on the Plans that is legislated by Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
14. That all conditions as set out in the agreement and as shown on the Plans inclusive, shall be completed within two (2) years of the issuance of any building permit. All work shown on the Plans that is legislated by the Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit.
15. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$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.
16. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the Owner or its contractors, officers, servants or agents, provided such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence on the part of the Owner or its contractors, officers, servants or agents.
17. That the Owner shall not hold the City responsible for any and all costs related to

the provision of revised site plans.

18. That the Owner consents to the registration of this Agreement against the Lands by way of “Notice of Agreement” and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title.
19. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement.
20. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement.
21. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment.
22. The following Appendices are attached to this agreement:
 - Appendix 1 – SITE PLAN – 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.

Appendix 26 – TRAFFIC IMPACT BRIEF; PREPARED BY JD ENGINEERING; FEBRUARY 13, 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)

Jarlette 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

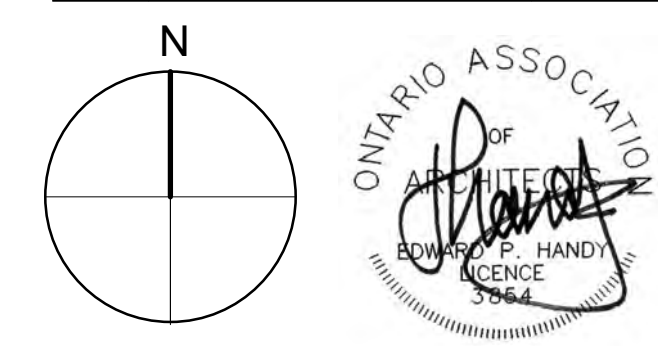
ZONE: Community Facilities Exception 2 (CF-2) / 3
 MUNICIPAL ADDRESS: TRAVELLED ROAD (AKA DRIVE-IN THEATRE ROAD), TEMISKAMING SHORES, ONTARIO

	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 H/C	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

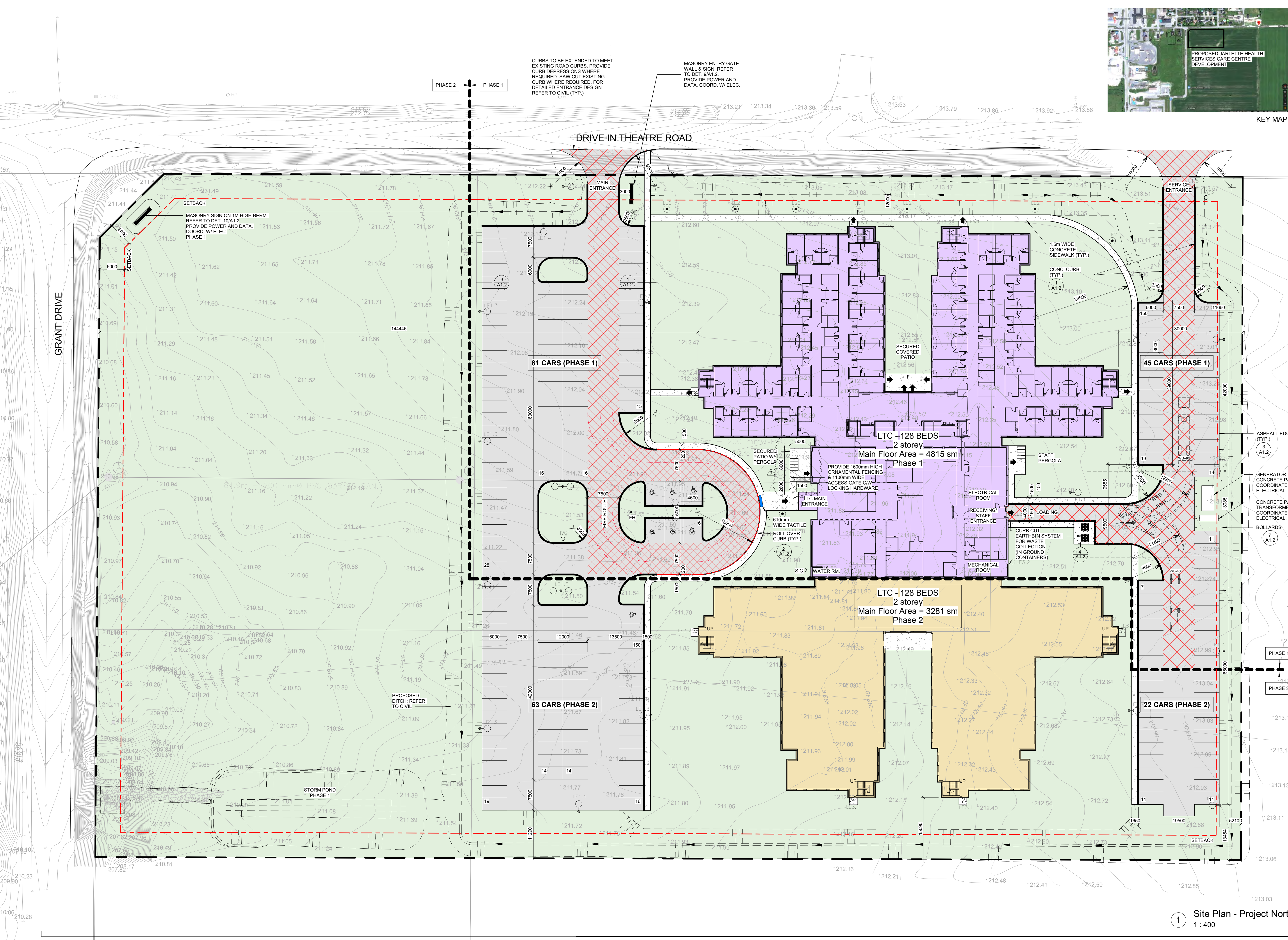
Temiskaming Lodge LTC
 Drive in Theatre Road

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

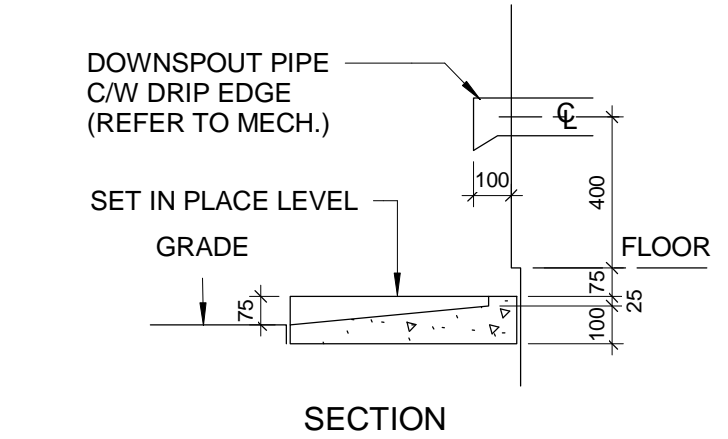
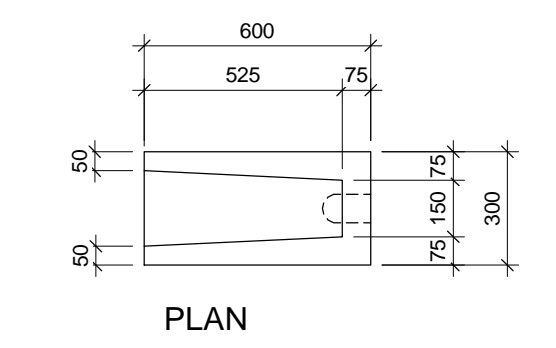
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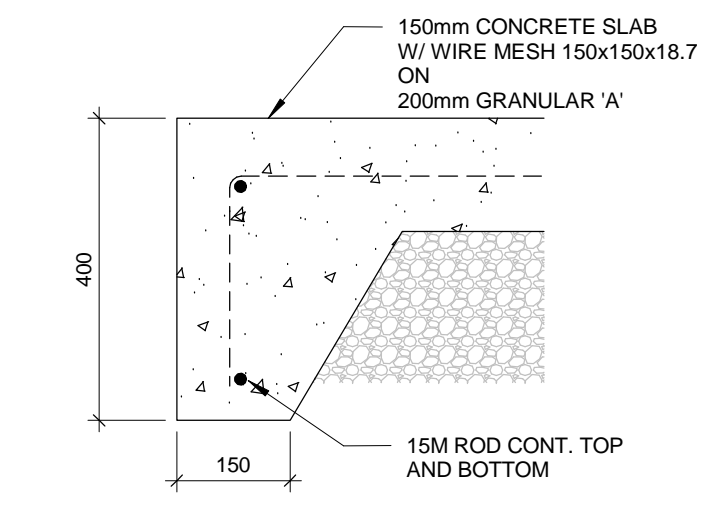
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ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE ONTARIO BUILDING CODE.

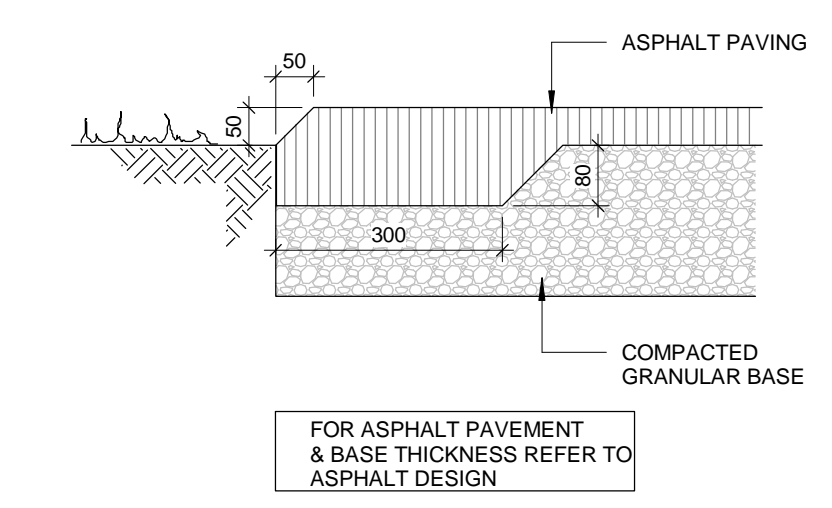
IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE ALL STRUCTURAL, MECHANICAL AND ELECTRICAL WORK.



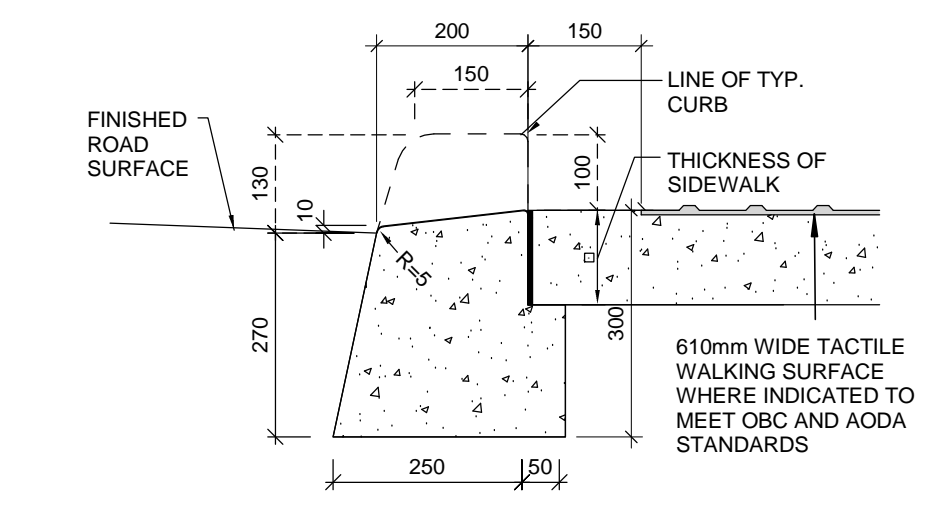
5 Typ. Splash Pad. 1:20



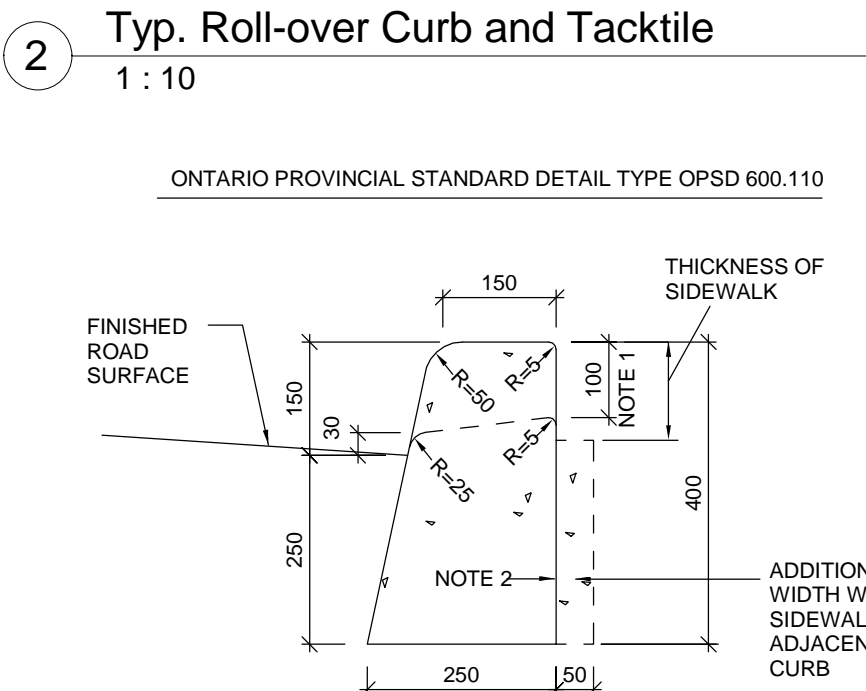
4 Typ. Slab Thickening 1:10



3 Typ. Asphalt Edge. 1:10



2 Typ. Roll-over Curb and Tactile 1:10



1 Typ. Concrete Curb - OPSD 600.110. 1:10

Table with 3 columns: No., Description, Date. Row 1: 1, Issued to SPA, Dec. 5, 2019.

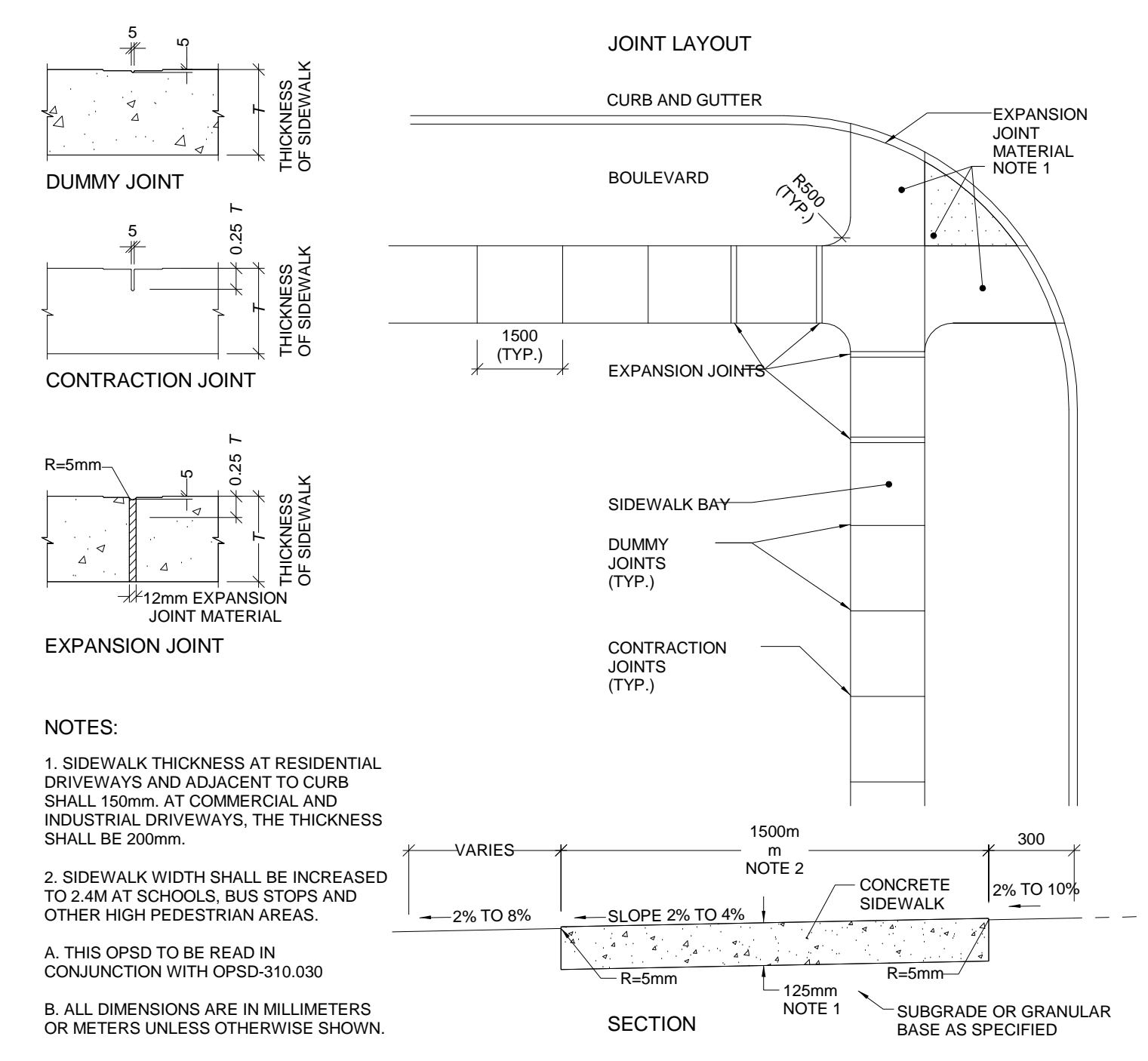


TED HANDY and ASSOCIATES Inc. ARCHITECT. 76 Mary Street, Barrie, Ont L4N 1T1. Tel. 705 734 3580, Fax 705 721 0265.

Temiskaming Lodge LTC Drive in Theatre Road, ON Site Plan Details

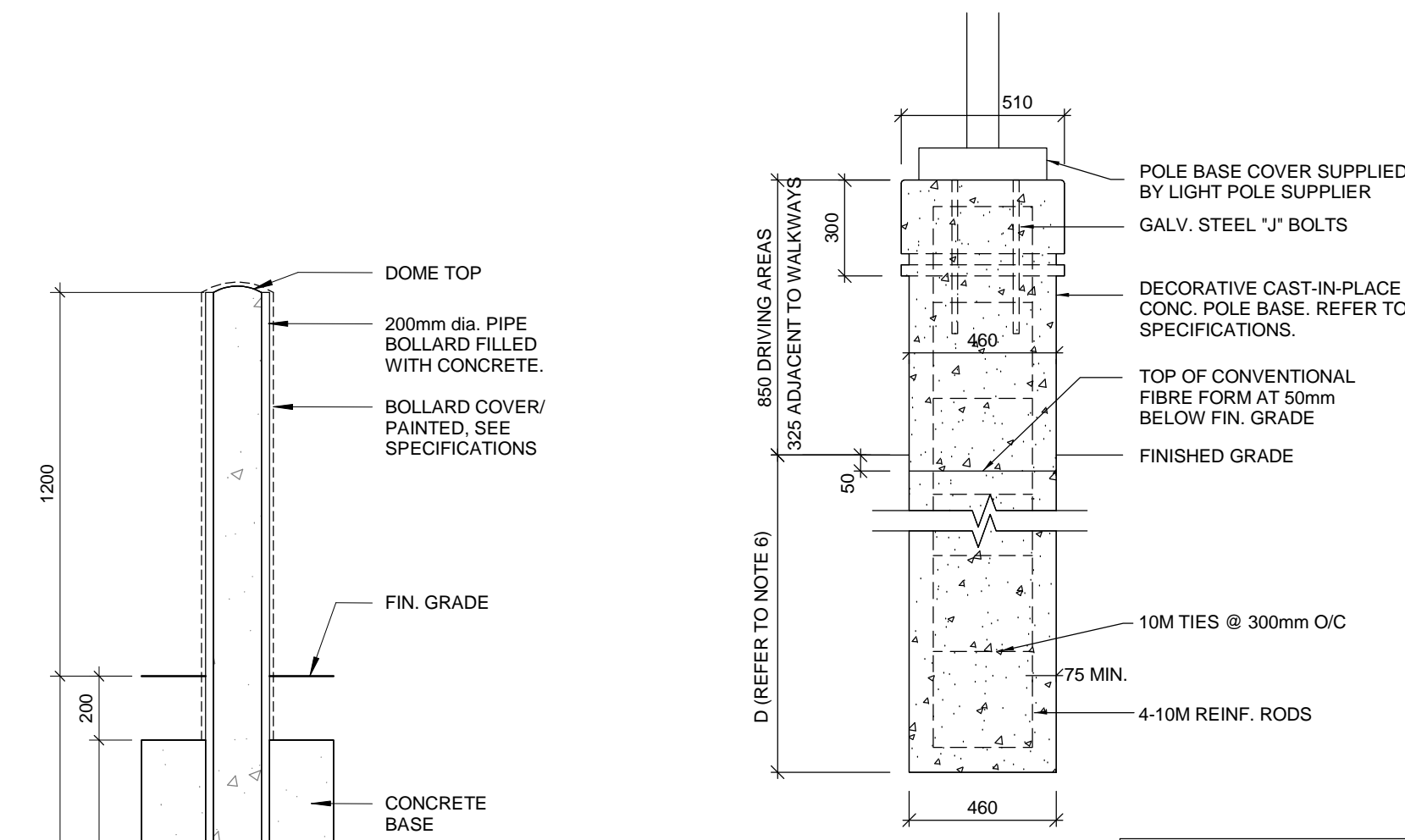
Table with 2 columns: Field, Value. Project number: 1819. Date: Jan.30, 2019. Drawn by: KO. Checked by: EPH.

Scale: As indicated. A1.2



NOTES: 1. SIDEWALK THICKNESS AT RESIDENTIAL DRIVEWAYS AND ADJACENT TO CURB SHALL BE 150mm. AT COMMERCIAL AND INDUSTRIAL DRIVEWAYS, THE THICKNESS SHALL BE 200mm. 2. SIDEWALK WIDTH SHALL BE INCREASED TO 2.4M AT SCHOOLS, BUS STOPS AND OTHER HIGH PEDESTRIAN AREAS. A. THIS OPSD TO BE READ IN CONJUNCTION WITH OPSD-310.030 B. ALL DIMENSIONS ARE IN MILLIMETERS OR METERS UNLESS OTHERWISE SHOWN.

8 Typ. Concrete Sidewalk - OPSD 310.010. 1:100

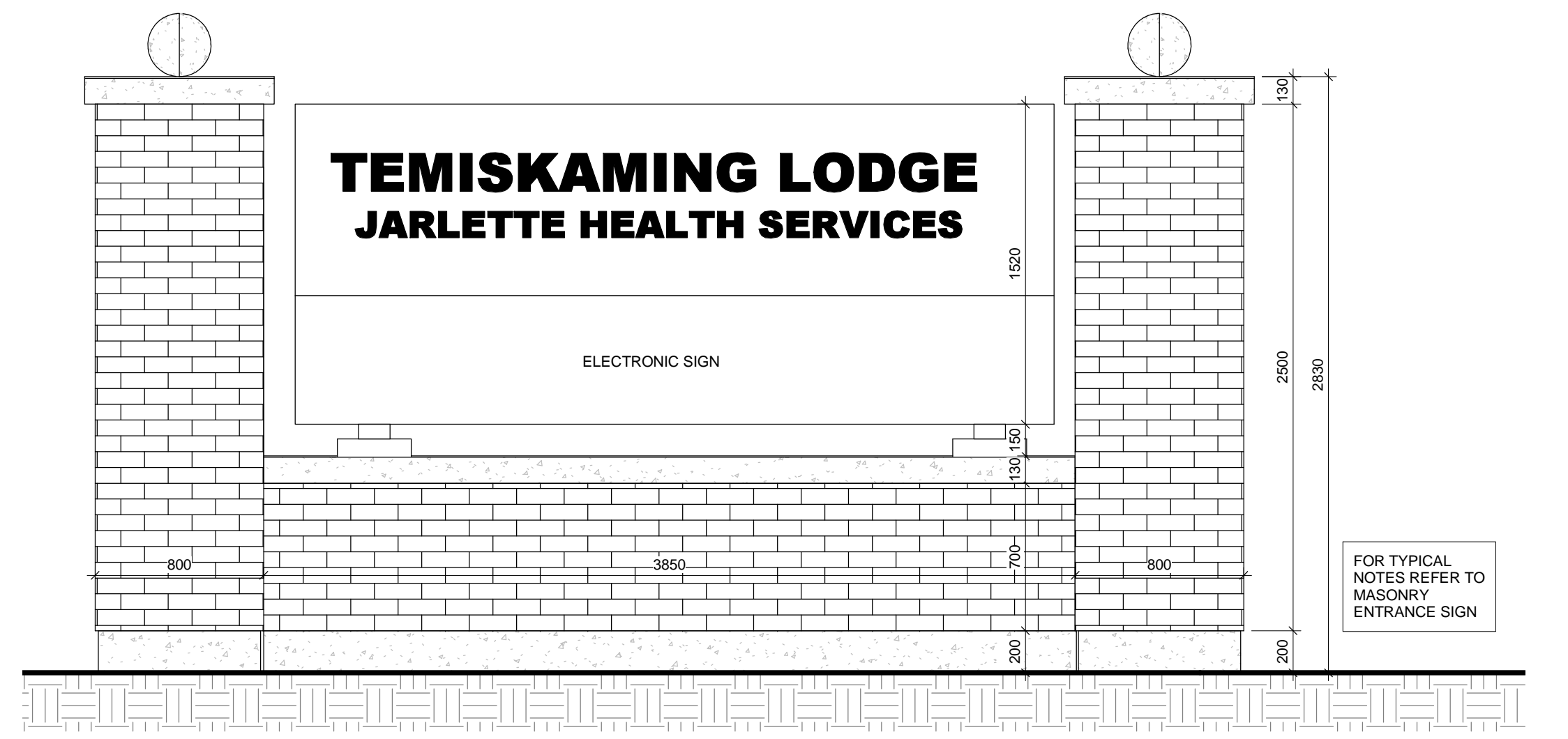


COORDINATE LIGHT FIXTURE BASE WITH ELECTRICAL. TABLE with columns: POLE LENGTH (m), BASE BURIAL DEPTH (m), REINF. ROD LENGTH (m). Rows: 3 (5.6, 1.5, H+1.35), 7 (7.5, 2.15, H+2), 8 (8.7, 2.45, H+2.3), 9 (9.0, 2.45, H+2.3), 10 (10.5, 2.60, H+2.45).

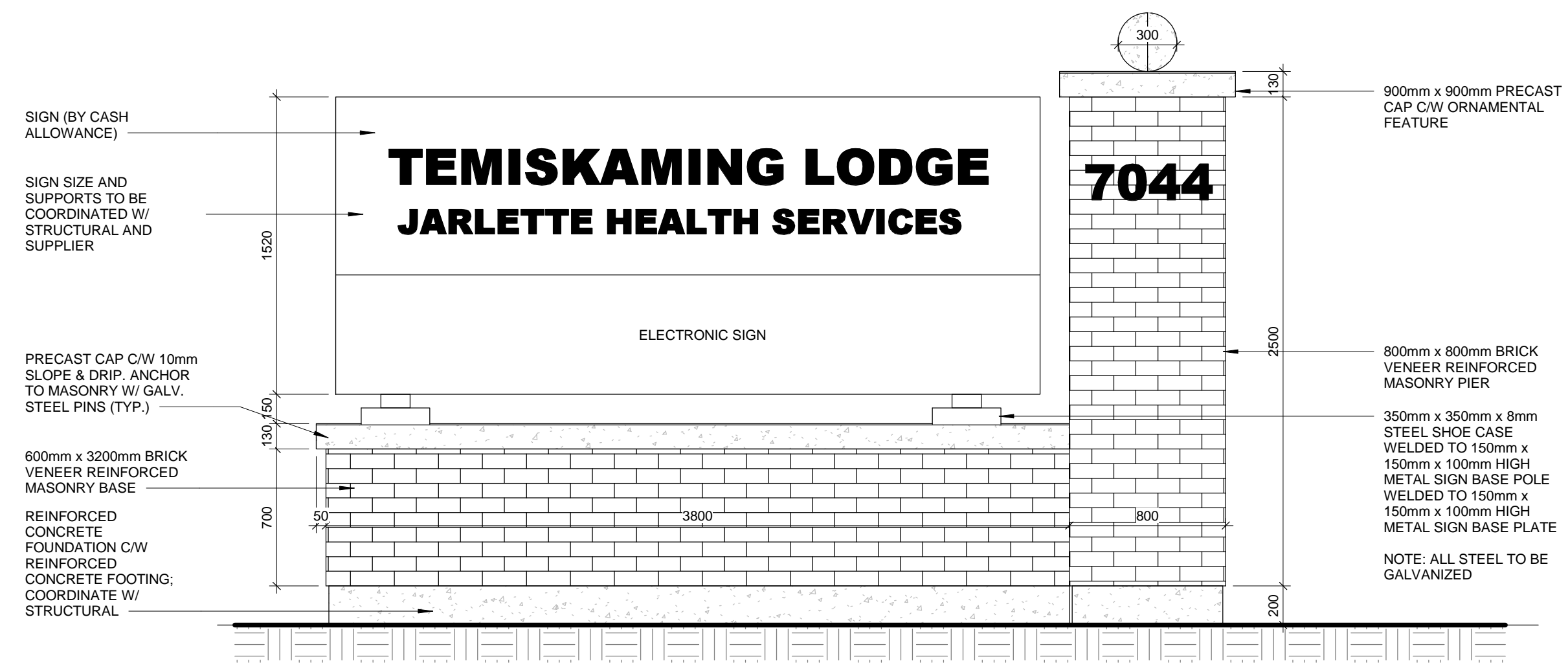
- 1. TOP OF FOUNDATION SHALL BE TROWELLED SMOOTH & LEVEL. CLASS OF CONCRETE SHALL BE 3000 P.S.I. CONCRETE SHALL BE VIBRATED. 2. MIN. OF TWO SLEEVES REQUIRED FOR EACH CONIC FOUNDATION UNLESS OTHERWISE SHOWN. REFER TO ELECTRICAL PROVIDE GROUND ROD. REFER TO ELECTRICAL. 3. CONTRACTOR TO VERIFY OPENING SIZE IN POLE BASE PLATE PRIOR TO SETTING CONDUIT SLEEVES. 4. SUBJECT TO SOIL CONDITIONS, REFER TO SOIL REPORT.

7 Typ. Bollard. 1:20

6 Typ. Flag Pole & Light Pole. 1:20



10 Masonry Corner Sign 1:25



9 Masonry Entrance Sign 1:25

2019-12-06 12:42:56 PM

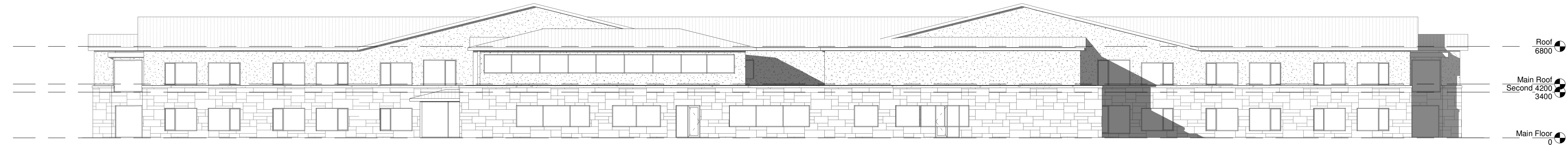
GENERAL NOTES

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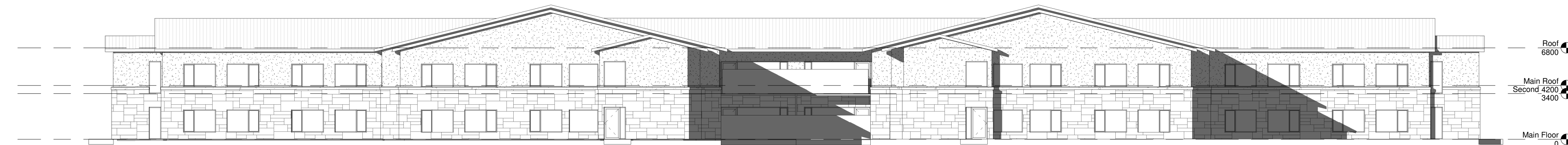
THE GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS BEFORE PROCEEDING WITH THE WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.

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

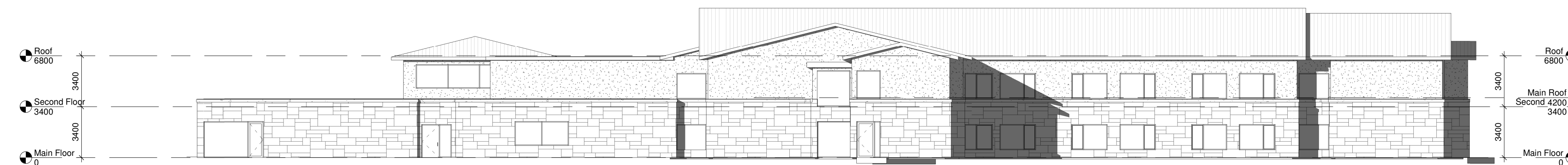
IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE ALL STRUCTURAL, MECHANICAL AND ELECTRICAL WORK.



4 South
1 : 200



3 North
1 : 200

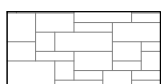
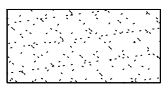


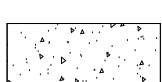


2 East
1 : 200



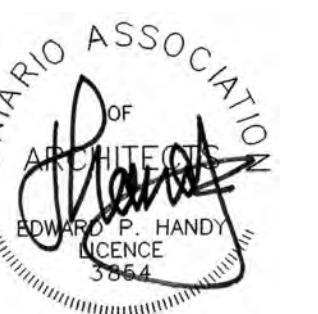
1 West - Main Entrance
1 : 200

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

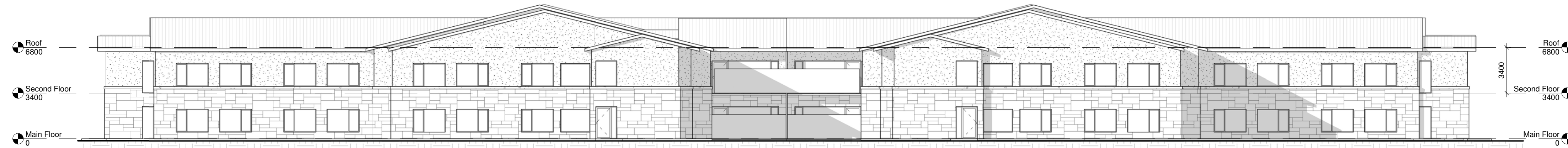
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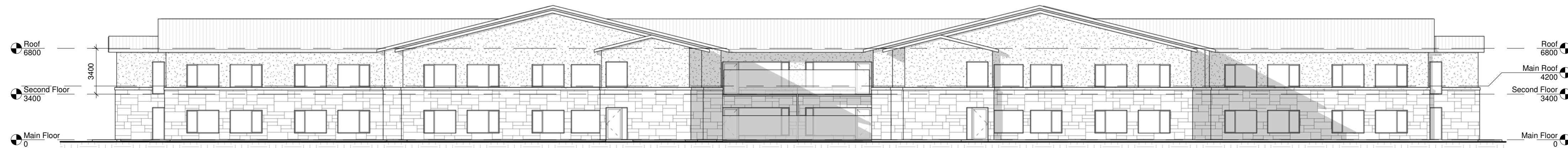
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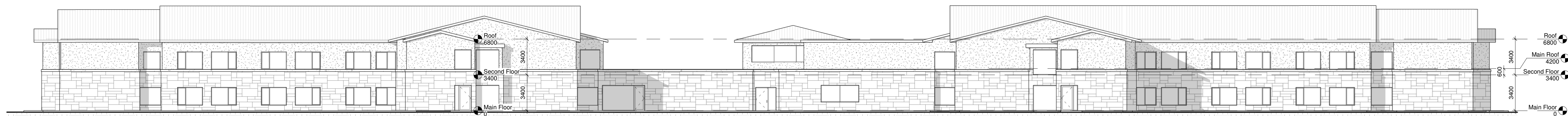
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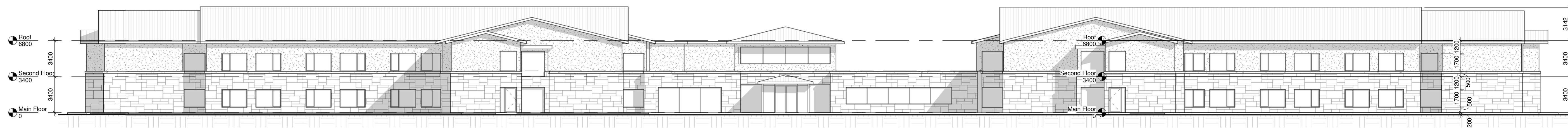
4 South - Phase 2
1 : 200



3 North - Phase 2
1 : 200

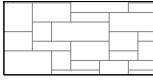
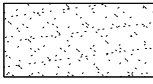


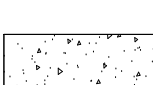


2 East - Phase 2
1 : 200



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



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Inc. ARCHITECT
76 Mary Street
Barrie, Ont L4N 1T1
Tel. 705 734 3580
Fax 705 721 0265

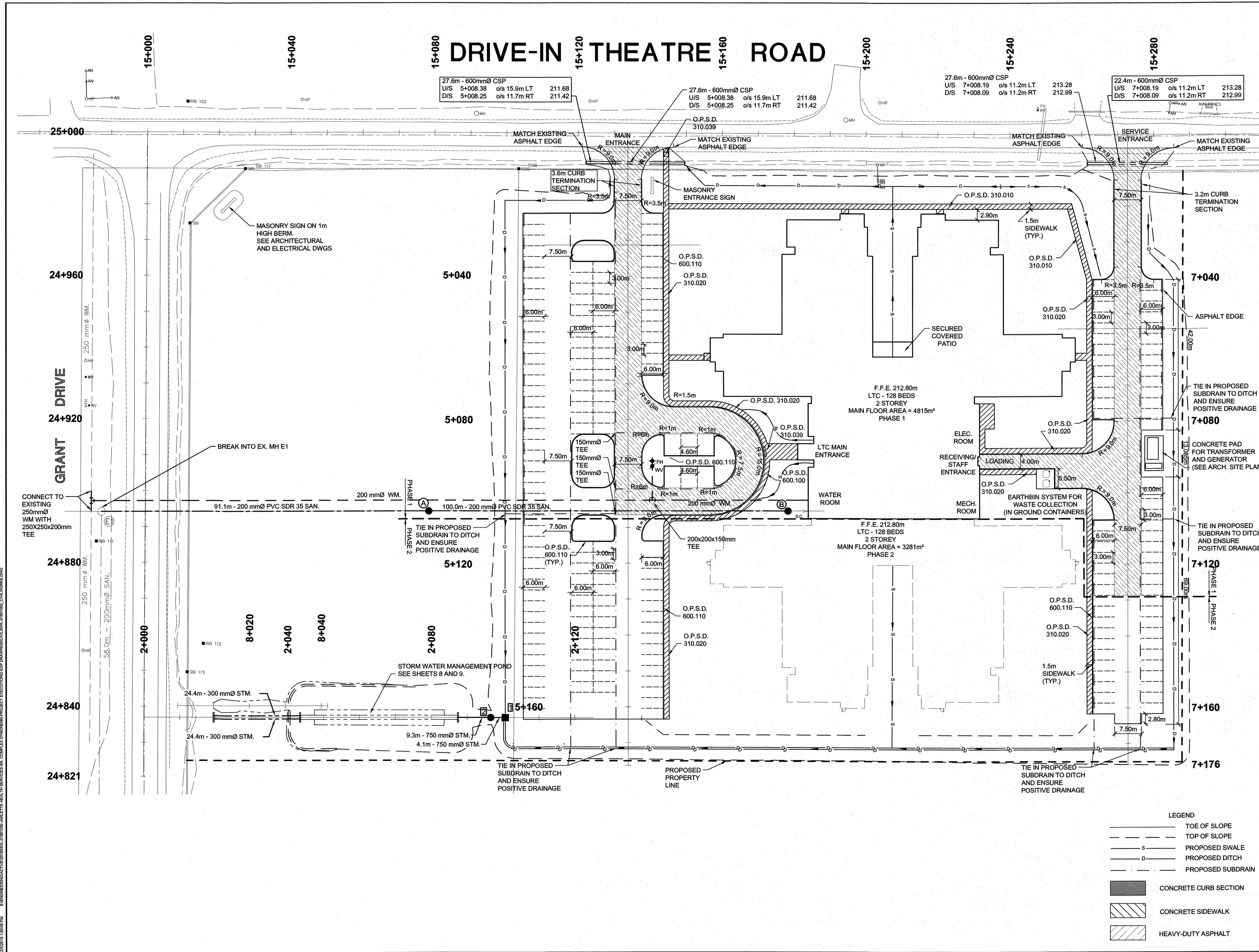
Temiskaming Lodge LTC
Drive In Theatre Road, ON
Elevations - Phase 2

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

A3.2

Scale As indicated

05/12/2019 3:40:12 PM



ORIENTATION

PLAN ONLY (APPROXIMATE)

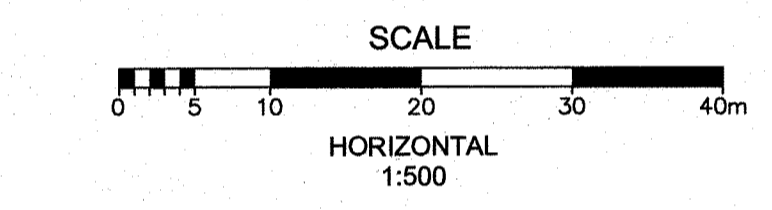
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SEE GENERAL NOTES SHEET 9

- 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**

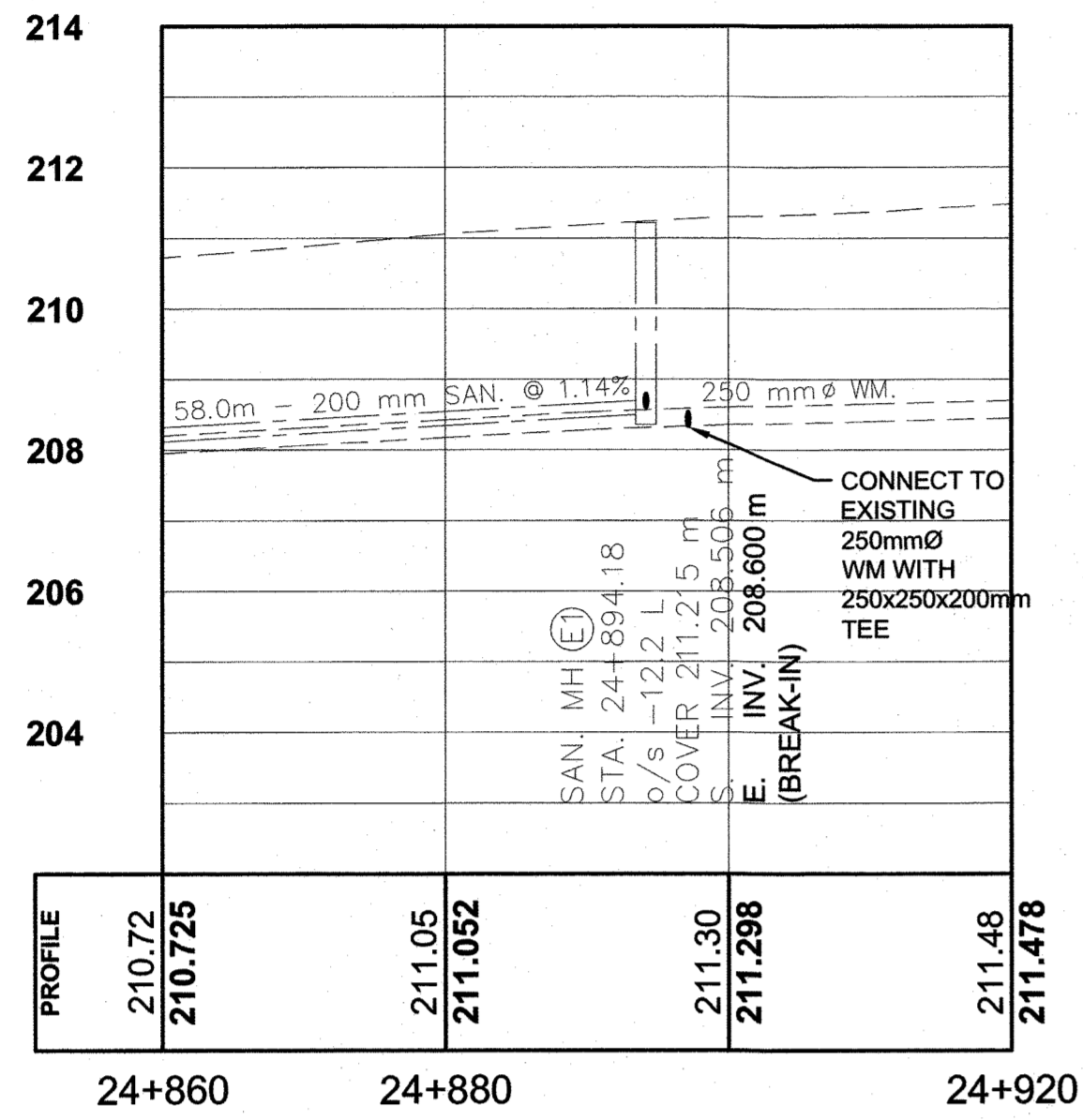
DRAWING TITLE
**CIVIL WORKS
SITE PLAN**

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

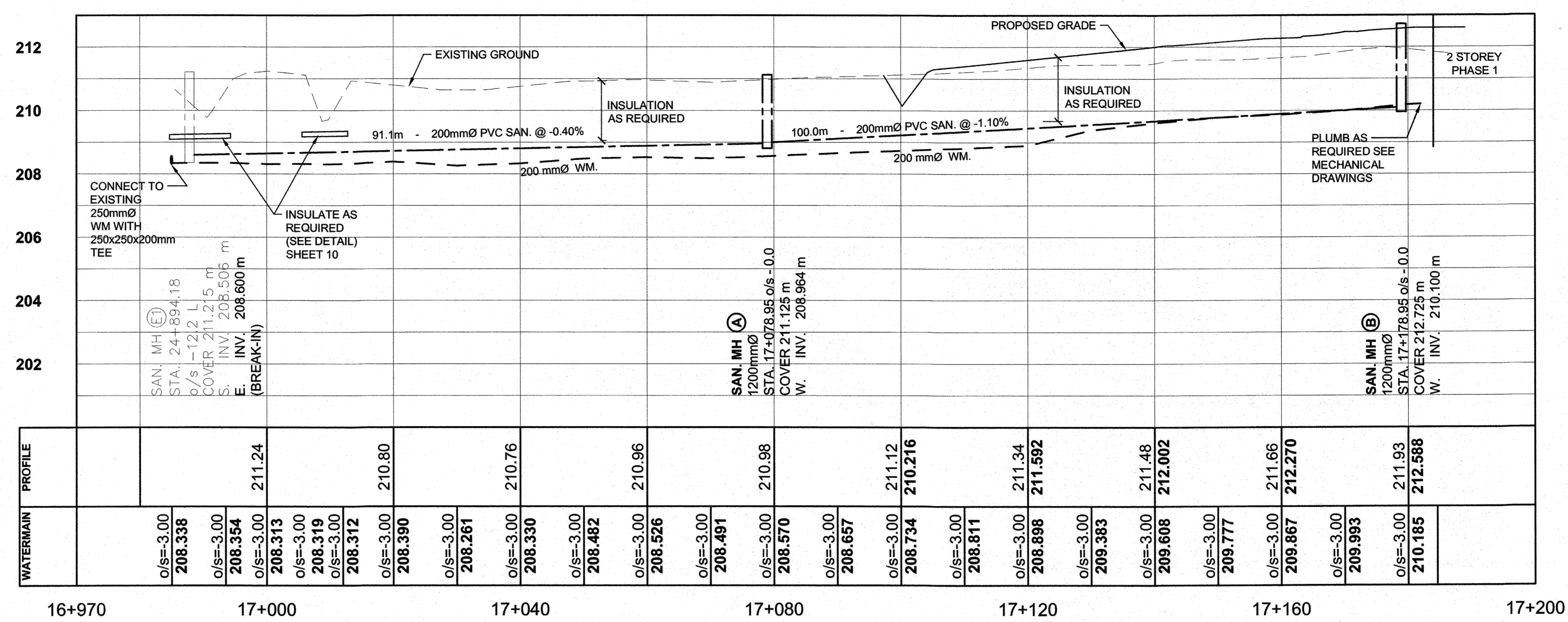
EXP Services Inc.
1-705-647-4311 | F 1-705-647-3111
310 Whitewood Ave. W.
New Liskeard, ON P0J 1P0
Canada
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152829 15000.PLA EXP SERVICES INC. 19/09/2019 09:00:00 JARLETTE HEALTH SERVICES INC. COMPLETE CONTRACT PROJECT DESCRIPTION FOR DRAWINGS FOR SENIORS COMPLEX DYMOND

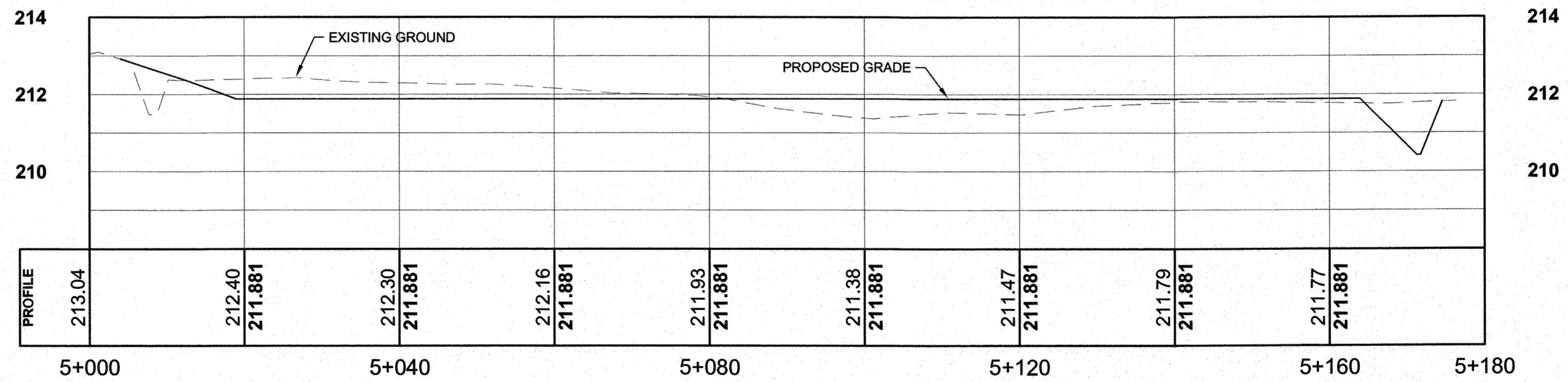
GRANT DRIVE



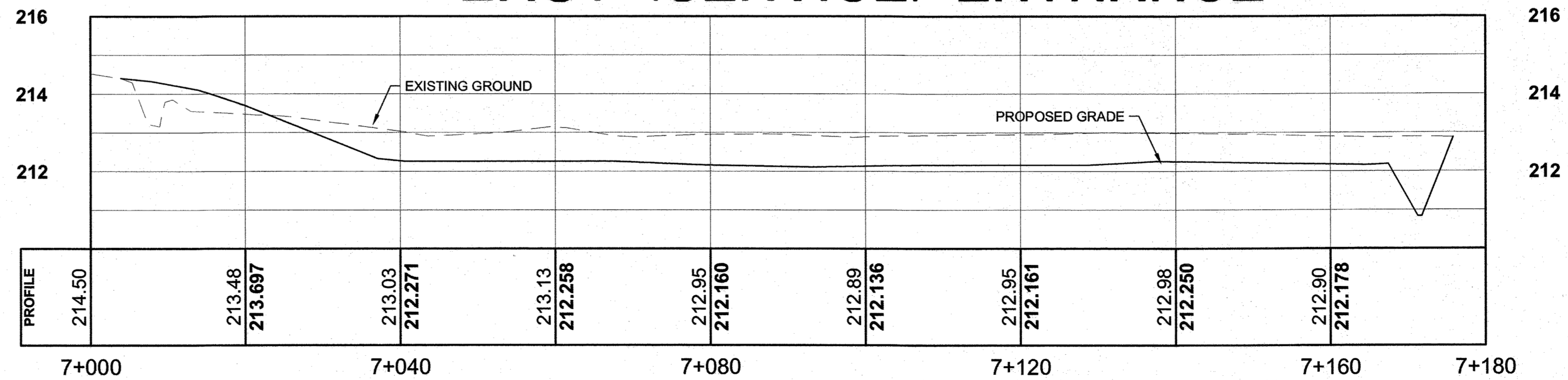
SITE SERVICES



WEST (MAIN) ENTRANCE



EAST (SERVICE) ENTRANCE



ORIENTATION

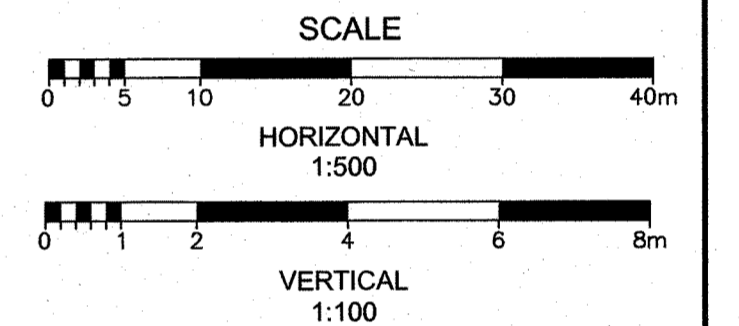
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 - SANITARY STRUCTURES PER OPSD 700 SERIES. INSTALLED COMPLETE WITH FROST STRAPS PER OPSD 701.100.



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**

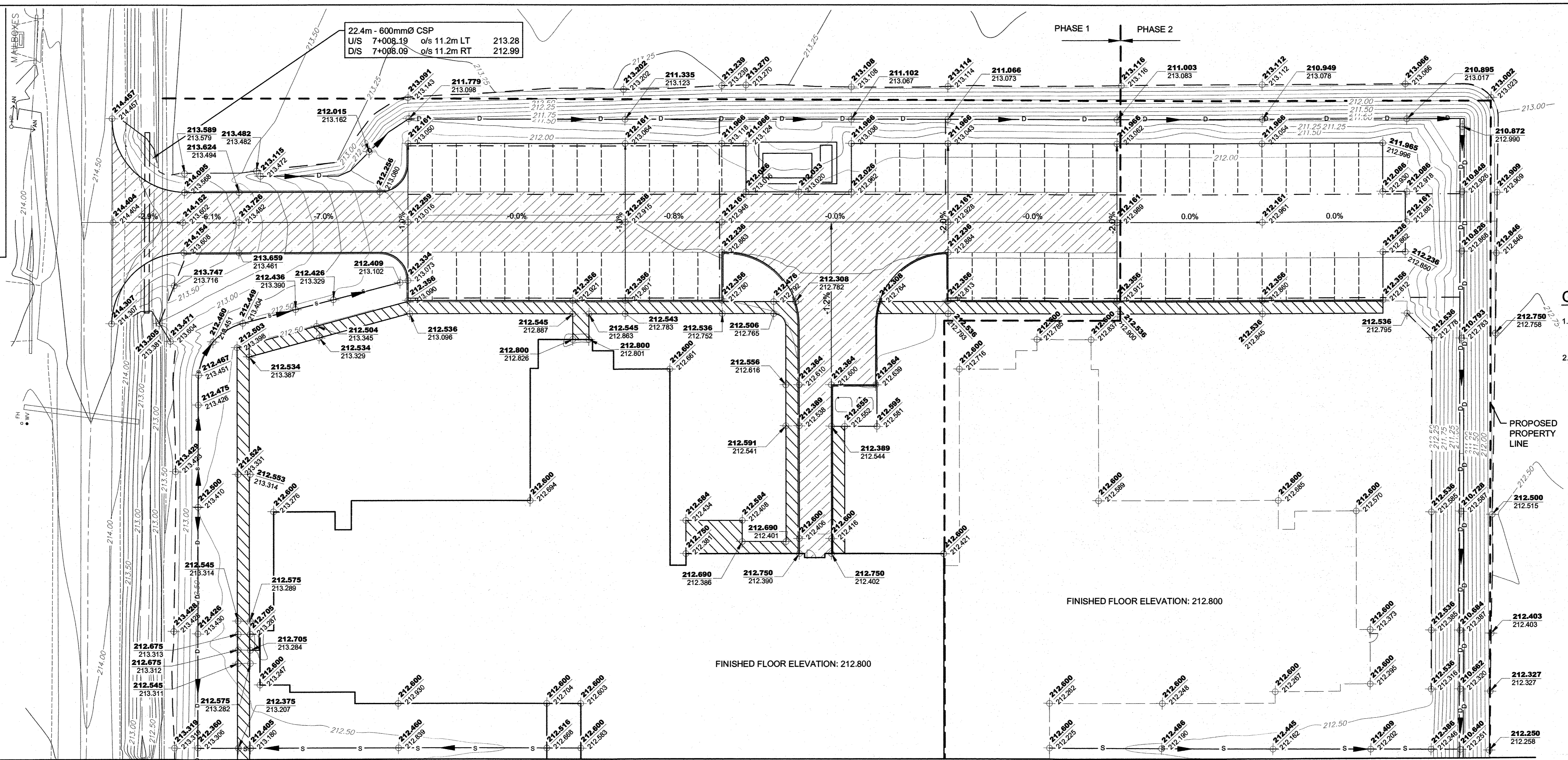
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	TAP	AS INDICATED
	DRAWN	PLAN No.
BRP	018-1146	
CHECKED	DRAWING No.	
ARO	4	

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New Liskeard, ON P0J 1P0
Canada



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

DRIVE-IN THEATRE ROAD



ORIENTATION

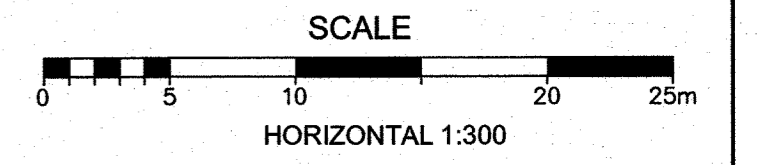
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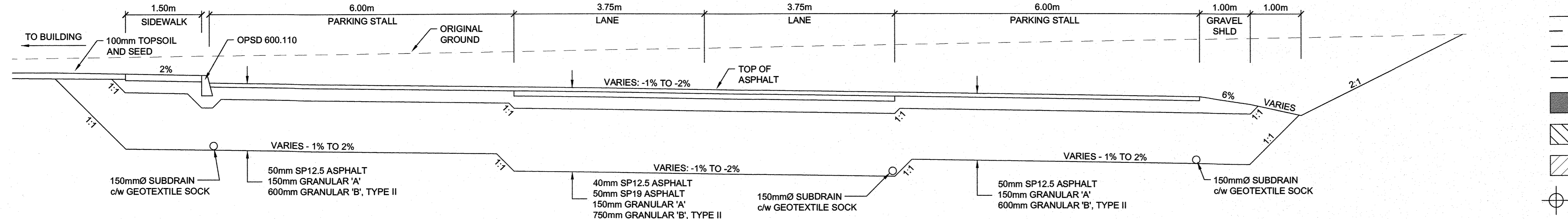
DIMENSIONS NOTES:
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SEE GENERAL NOTES SHEET 9

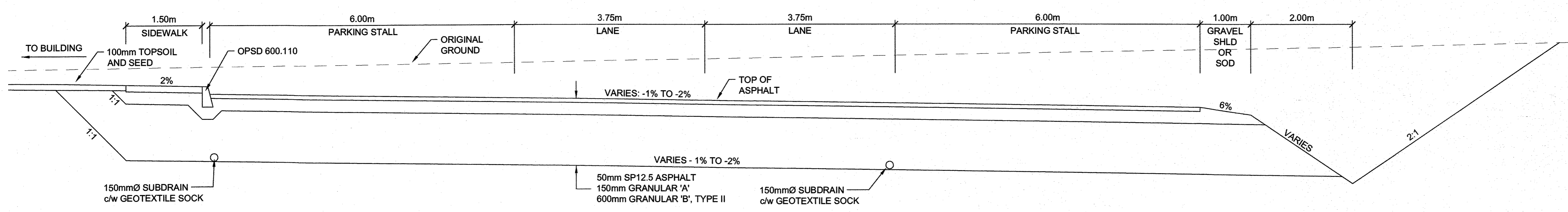
- GRADING PLAN NOTES:**
- ALL GROUND SURFACES SHALL BE EVENLY GRADED WITHOUT PONDING AREAS AND WITHOUT LOW POINTS EXCEPT WHERE APPROVED SWALE OR CATCHBASIN OUTLETS ARE PROVIDED.
 - DESIGN ELEVATIONS GIVEN ON THESE PLANS ARE TO BE ADHERED TO WITH NO CHANGES WITHOUT PRIOR WRITTEN APPROVAL BY EXP SERVICES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



SEE CIVIL WORKS SITE GRADING-2 - SHEET 6



TYPICAL SECTION - EAST ENTRANCE / PARKING LOT - HEAVY DUTY
N.T.S.



TYPICAL SECTION - EAST ENTRANCE / PARKING LOT
N.T.S.

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

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 GRADING-1

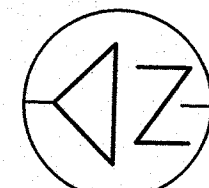
	DESIGNED	SCALE
	TAP	AS INDICATED
	DRAWN	PLAN No.
	BRP	018-1146
CHECKED	DRAWING No.	
ARO	5	

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

2019-12-05 15:24:14 EXP SERVICES INC. 18322318 A. R. O'BRIEN 2019-12-05 PROVINCE OF ONTARIO

SEE CIVIL WORKS SITE GRADING-1 - SHEET 5

ORIENTATION



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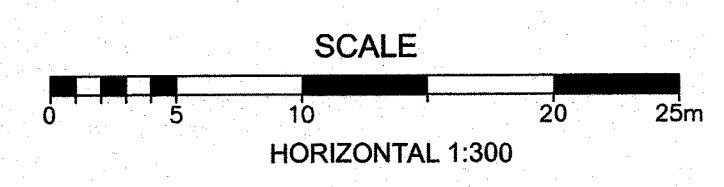
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SEE GENERAL NOTES SHEET 9

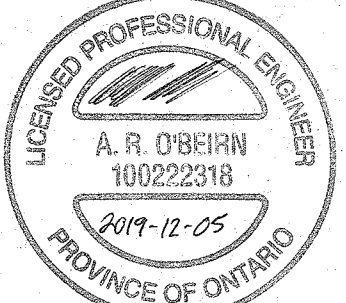
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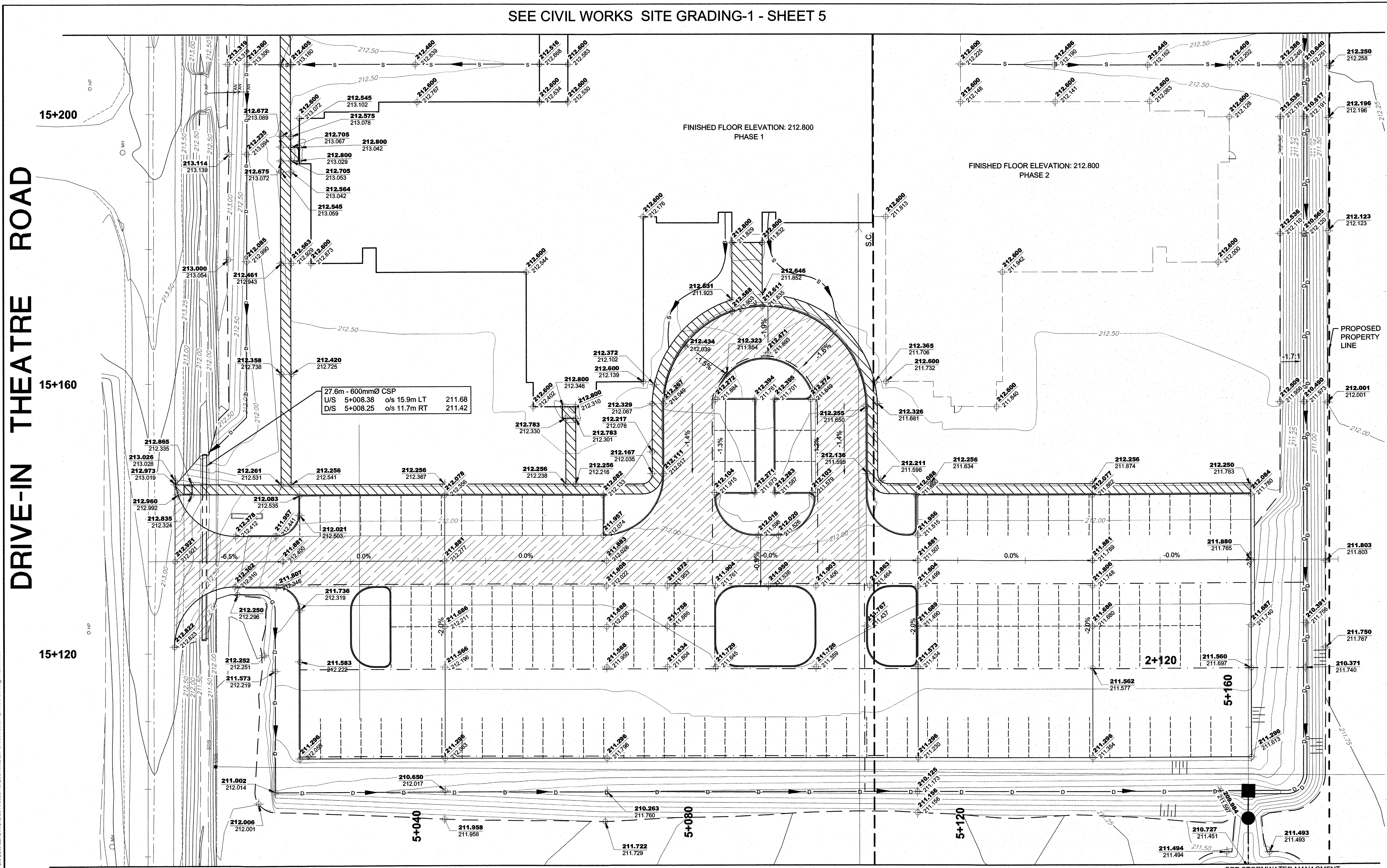


No.	DATE (Y/M/D)	REVISION	BY
5	19/12/05	RE-ISSUED FOR PERMITTING-F.F. TO 212.8	ARO
4	19/10/21	RE-ISSUED FOR PERMITTING	ARO
3	19/09/30	ISSUED FOR PERMITTING	ARO
2	19/09/20	ISSUED FOR CLIENT REVIEW	ARO
1	19/09/06	ISSUED FOR CLIENT REVIEW	TAP

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

	DESIGNED	SCALE
	TAP	AS INDICATED
	DRAWN	PLAN No.
	BRP	018-1146
CHECKED	DRAWING No.	
ARO	6	

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310 Whitewood Ave. W.
New Liskeard, ON P0J 1P0
Canada
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27.6m - 600mmØ CSP
U/S 5+008.38 o/s 15.9m LT 211.68
D/S 5+008.25 o/s 11.7m RT 211.42

- 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

DRIVE-IN THEATRE ROAD

15+200
15+160
15+120

SEE STORMWATER MANAGEMENT SHEET 8

ORIENTATION

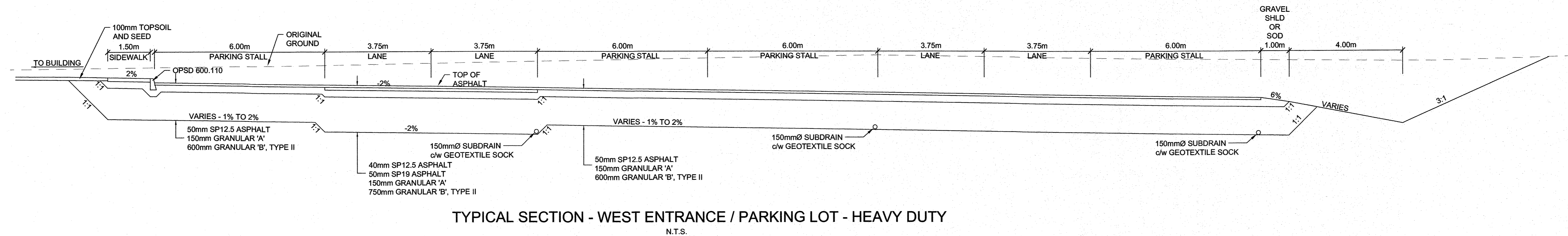
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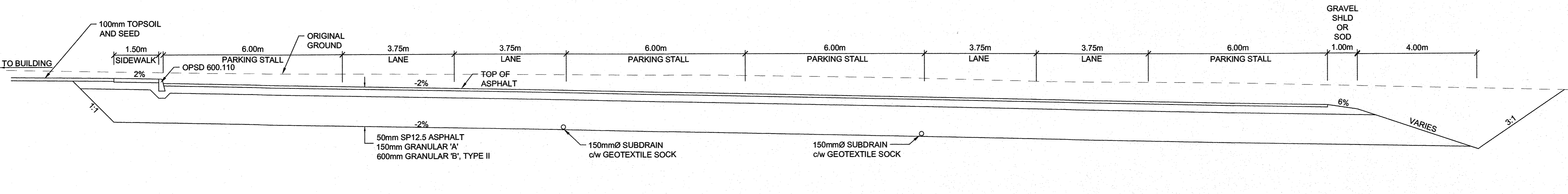
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DIMENSIONS NOTES:
1. ALL DIMENSIONS ARE IN METERS (m) UNLESS NOTED OTHERWISE.

- 1. SEE GENERAL NOTES SHEET 9
- 2. SECTIONS APPLY TO SHEET 6 - CIVIL WORKS SITE GRADING-2.



TYPICAL SECTION - WEST ENTRANCE / PARKING LOT - HEAVY DUTY
N.T.S.



TYPICAL SECTION - WEST ENTRANCE / PARKING LOT
N.T.S.

No.	DATE	REVISION	BY
4	19/10/21	RE-ISSUED FOR PERMITTING	ARO
3	19/09/20	ISSUED FOR PERMITTING	ARO
2	19/09/20	ISSUED FOR CLIENT REVIEW	ARO
1	19/09/08	ISSUED FOR CLIENT REVIEW	TAP

CLIENT
JARLETTE HEALTH SERVICES

PROJECT TITLE
SENIORS COMPLEX DYMOND

PROJECT No. **NWL-01801050**

DRAWING TITLE
**CIVIL WORKS
TYPICAL SECTIONS
- WEST PARKING**

	DESIGNED	SCALE
	TAP	AS INDICATED
	DRAWN	PLAN No.
BRP	018-1146	
CHECKED	DRAWING No.	
ARO	7	

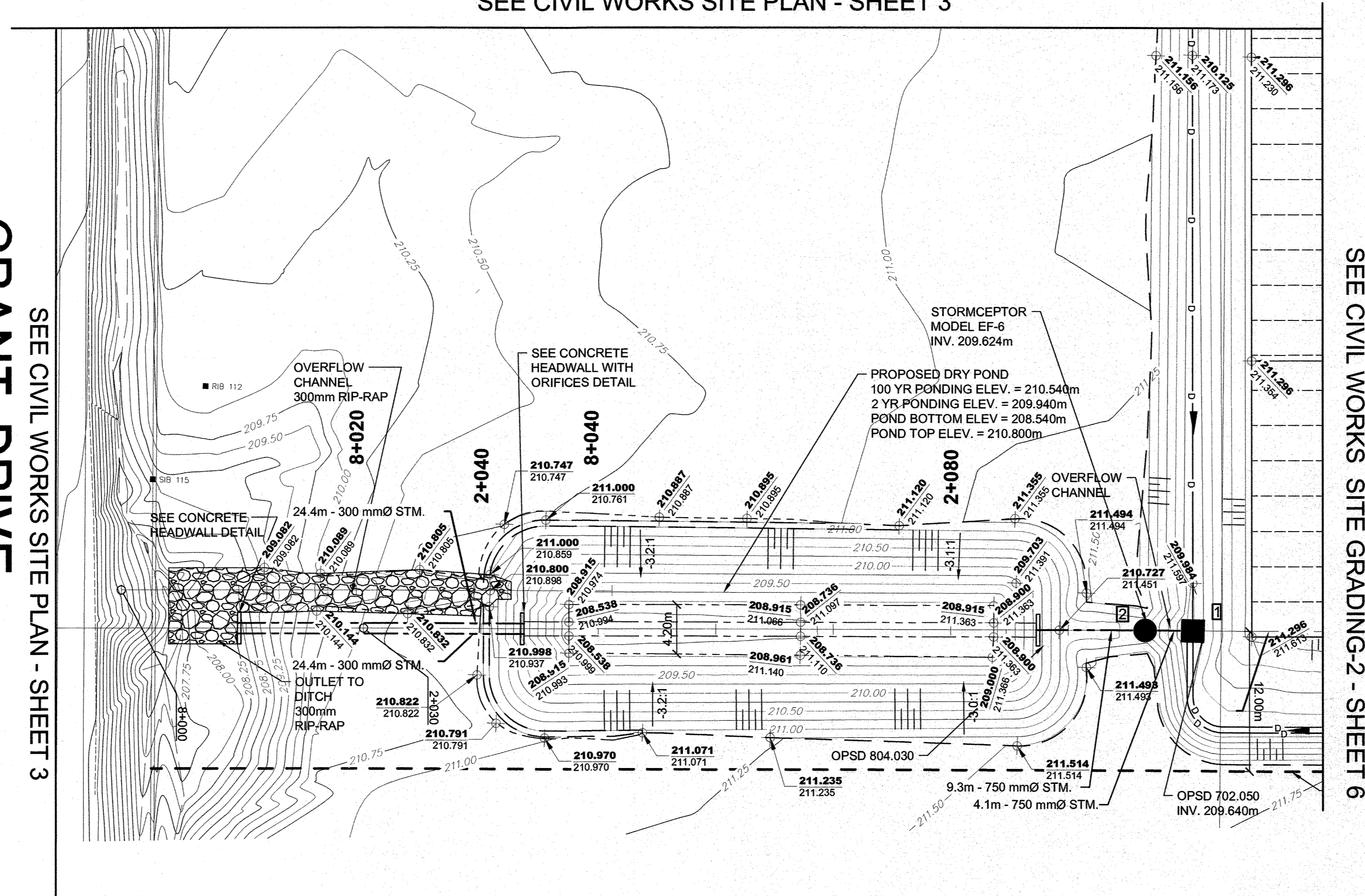
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19/10/21 1:08:34 AM S:\ENGINEERING\PROJECTS\19101050\JARLETTE HEALTH SERVICES\SR_COMPLETE\DRAWING\PROJECT EXECUTION\EXP_DRAWINGS\CIVIL\WORKING.DWG

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

PLAN ONLY (APPROXIMATE)

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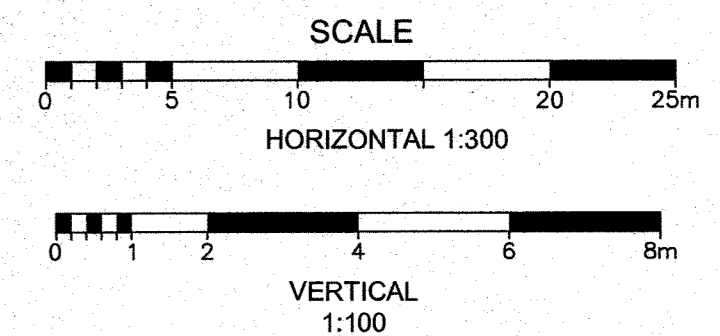
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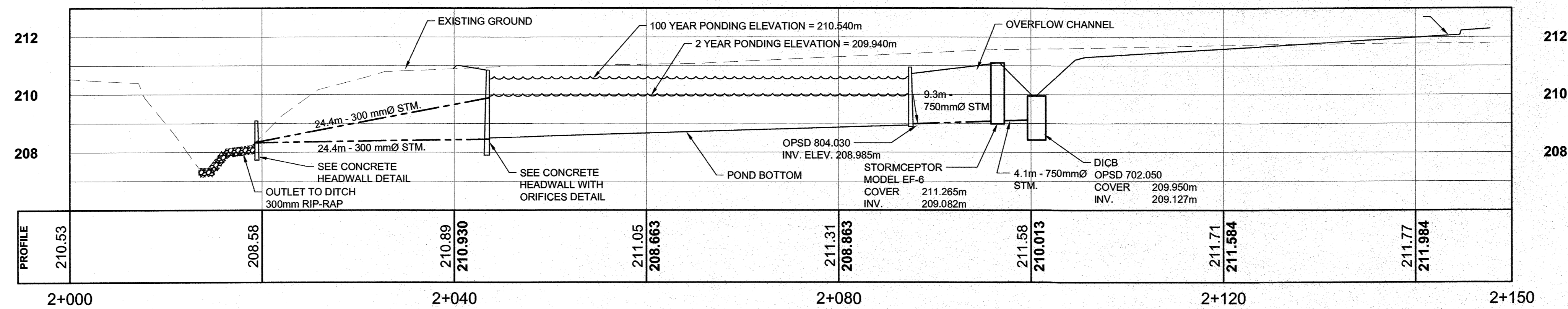
SEE GENERAL NOTES SHEET 9

GRADING PLAN NOTES:

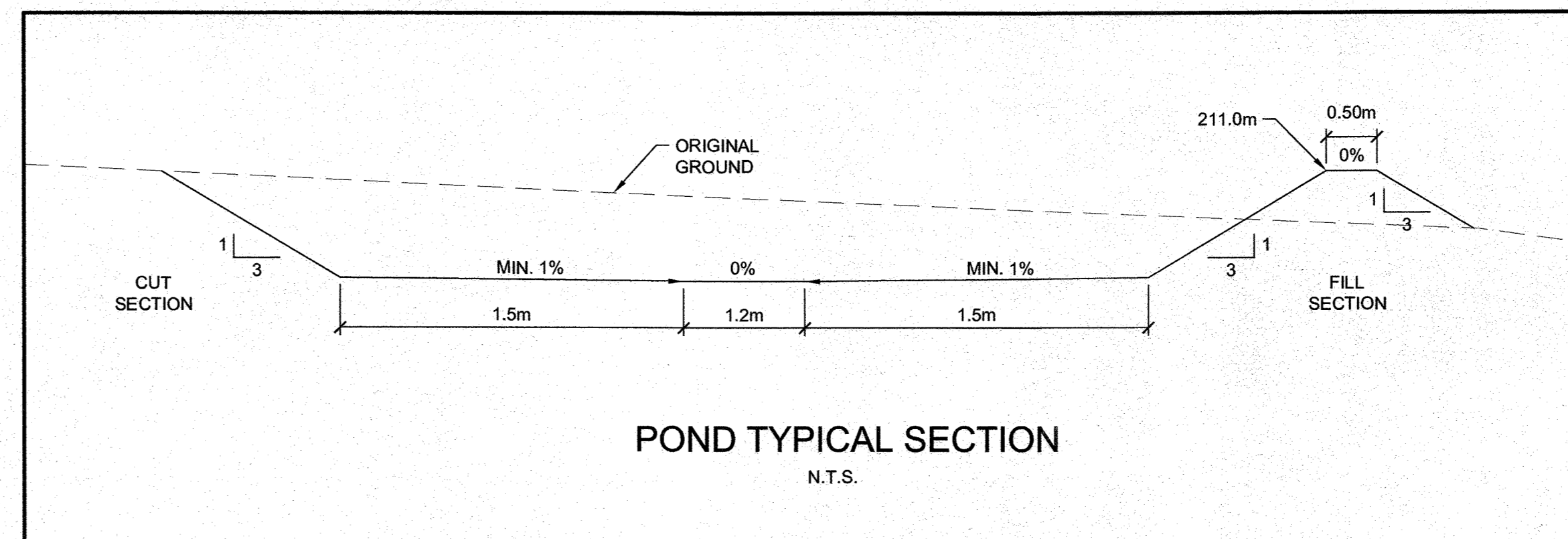
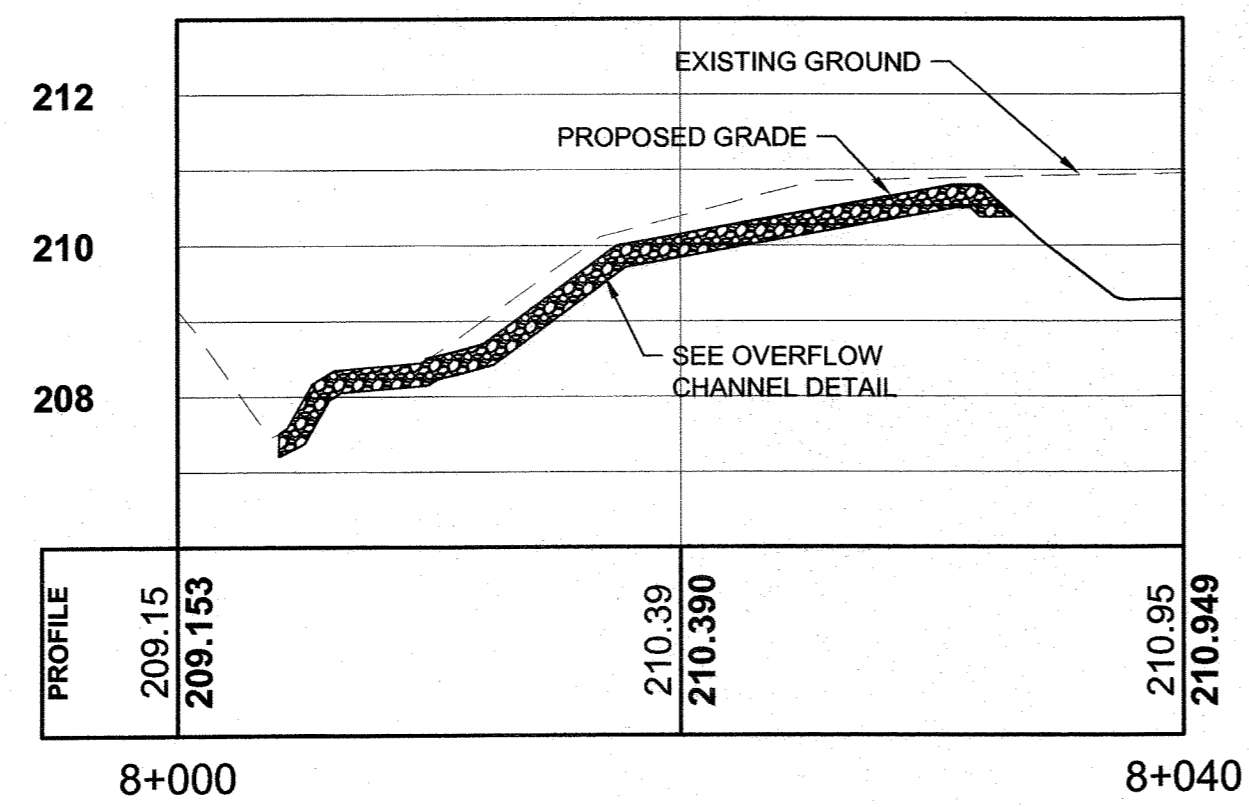
- ALL GROUND SURFACES SHALL BE EVENLY GRADED WITHOUT PONDING AREAS AND WITHOUT LOW POINTS EXCEPT WHERE APPROVED SWALE OR CATCHBASIN OUTLETS ARE PROVIDED.
- DESIGN ELEVATIONS GIVEN ON THESE PLANS ARE TO BE ADHERED TO WITH NO CHANGES WITHOUT PRIOR WRITTEN APPROVAL BY EXP SERVICES INC. STORMWATER STORAGE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



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

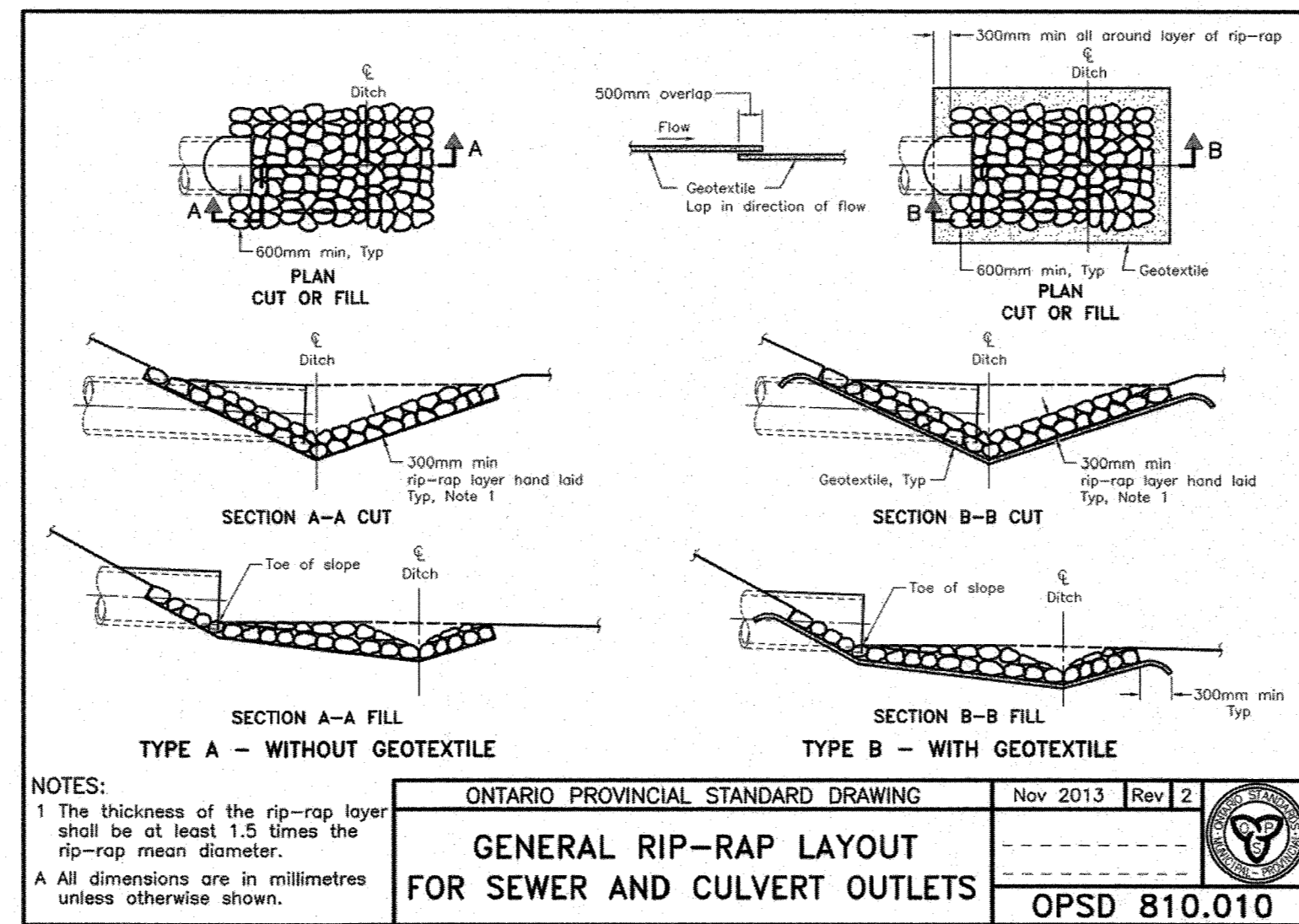
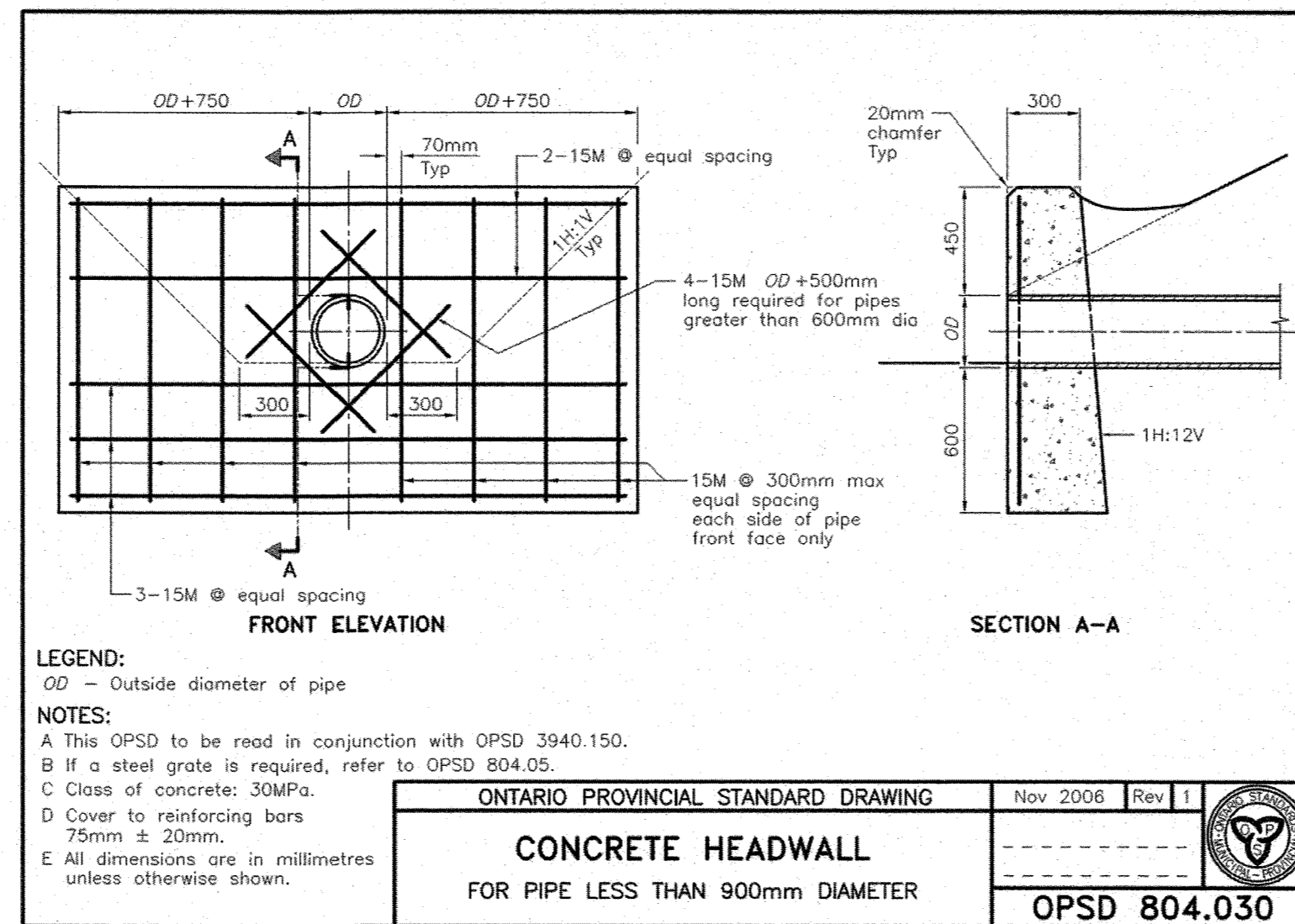
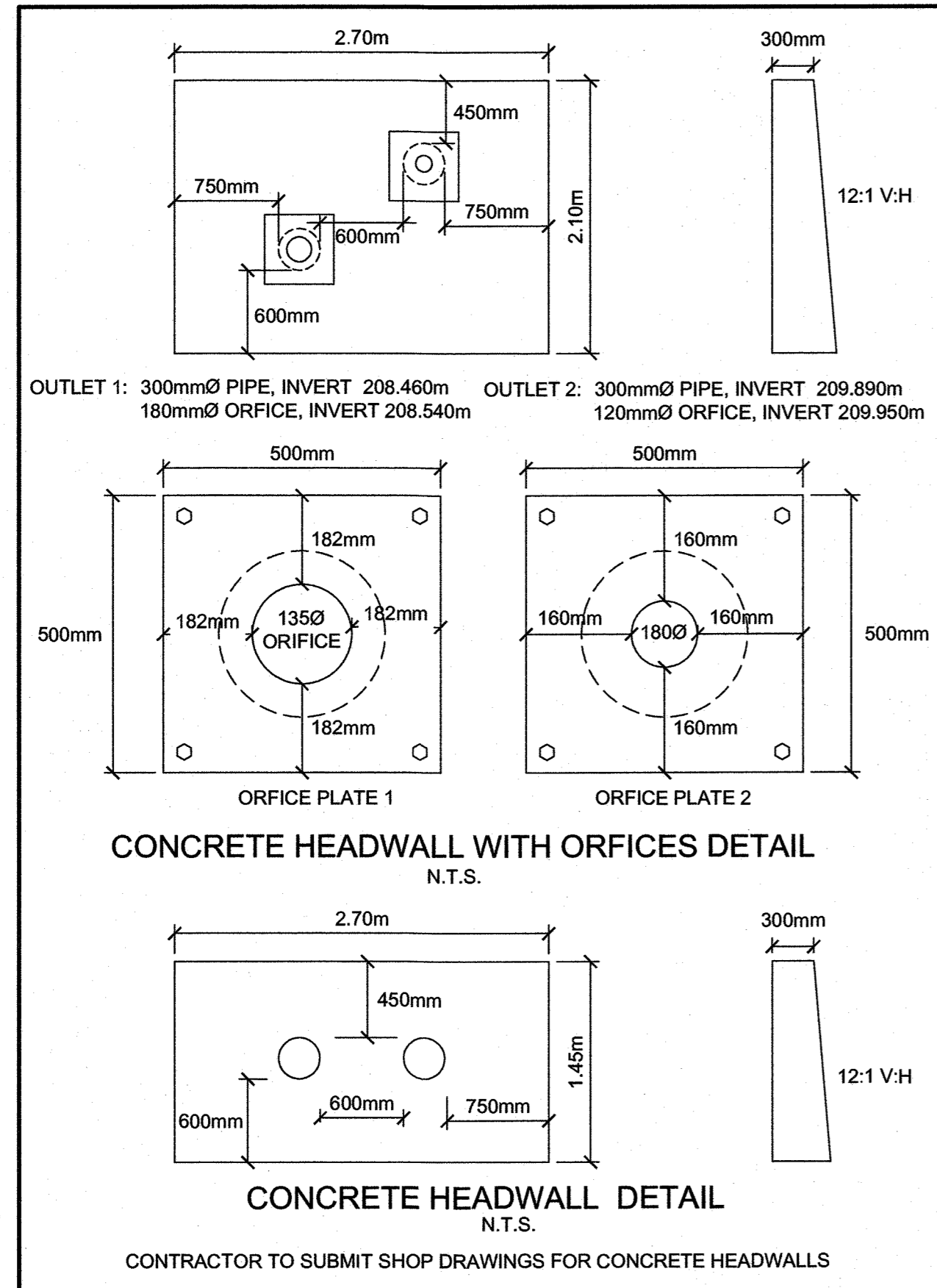
PROJECT No. **NWL-01801050**

DRAWING TITLE
CIVIL WORKS STORMWATER MANAGEMENT

	DESIGNED	SCALE
	TAP	AS INDICATED
	DRAWN	PLAN No.
	BRP	018-1146
CHECKED	DRAWING No.	
ARO	8	

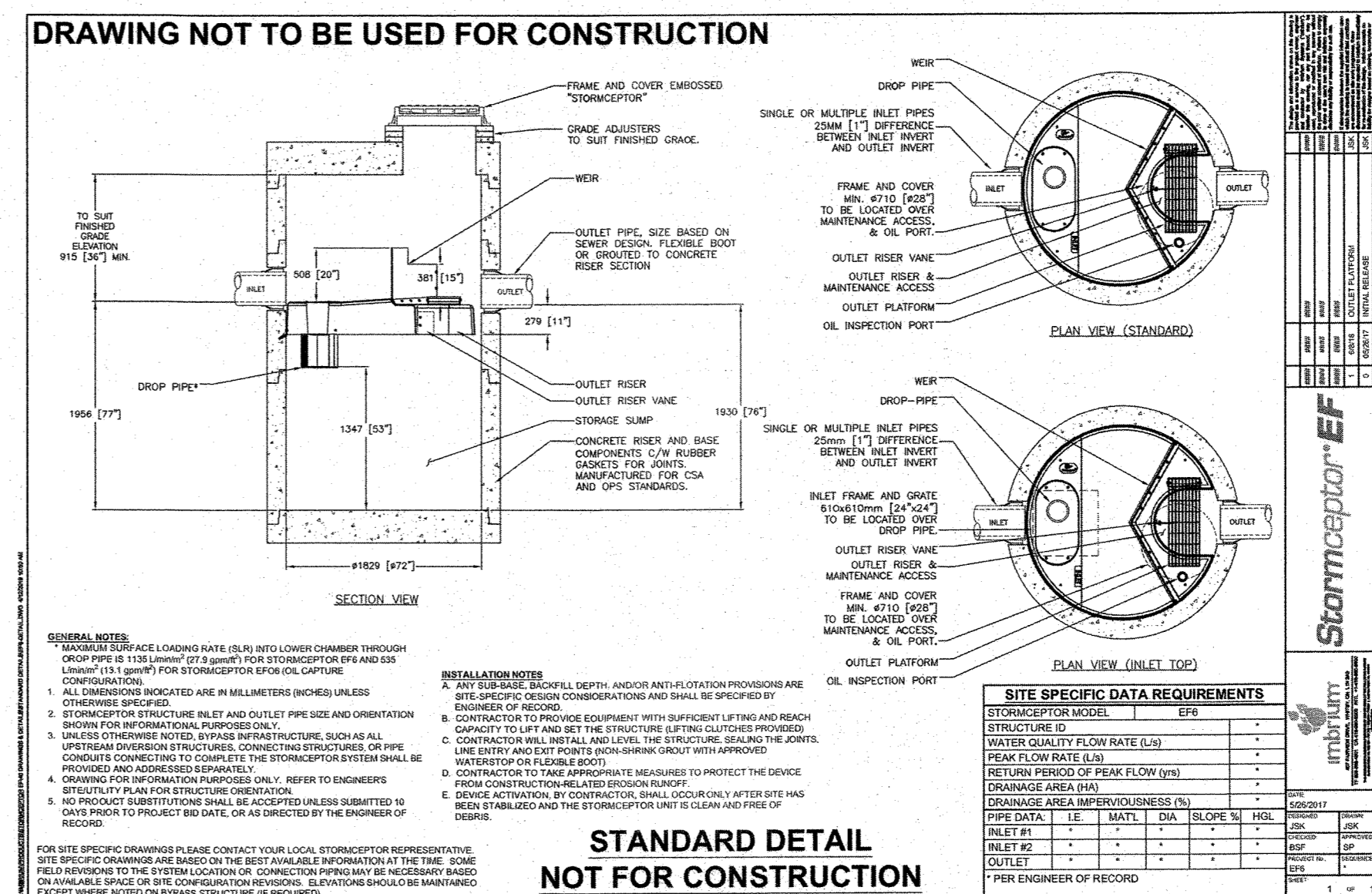
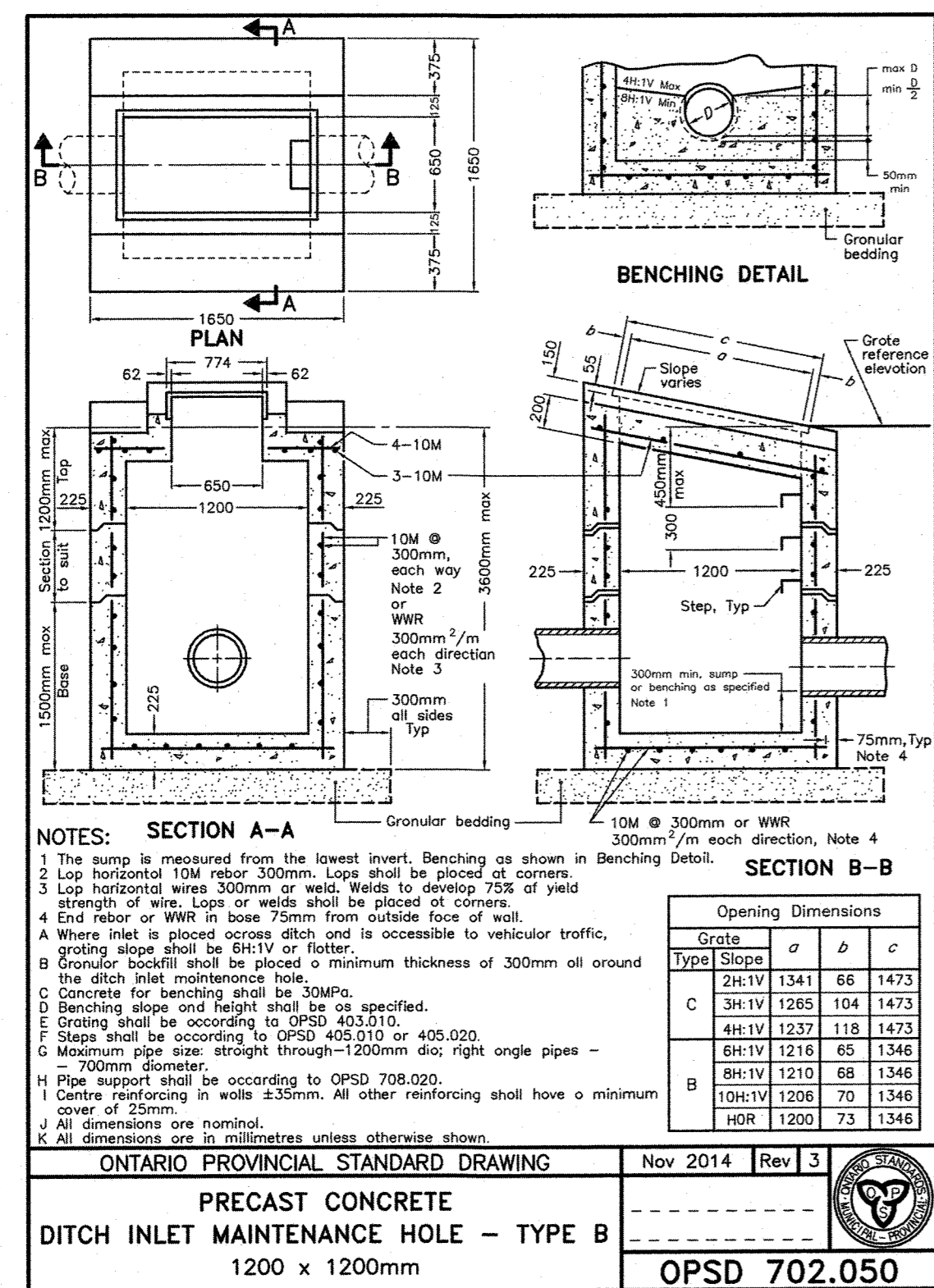
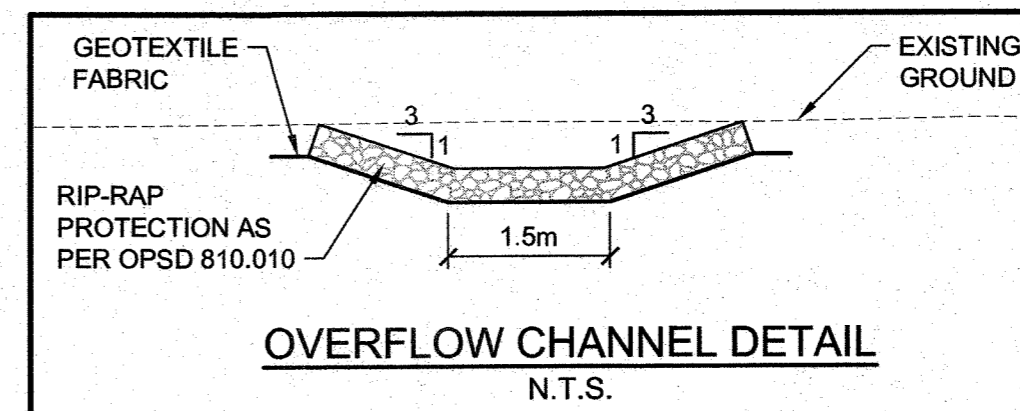
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GENERAL NOTES:

- NOT WITHSTANDING WHAT IS SHOWN HEREON, THE LOCATION OF ALL UTILITIES ARE TO BE DETERMINED BY THE CONTRACTOR PRIOR TO COMMENCING CONSTRUCTION.
- DO NOT CONSTRUCT USING DRAWINGS THAT ARE NOT MARKED 'ISSUED FOR CONSTRUCTION'.
- ALL ELEVATIONS ARE GEODETIC AND UTILIZE METRIC UNITS.
- JOB BENCH MARK - IT IS THE RESPONSIBILITY FOR THE USER OF THIS INFORMATION TO VERIFY THAT THE JOB BENCHMARK HAS NOT BEEN ALTERED OR DISTURBED AND THAT ITS RELATIVE ELEVATION AND DESCRIPTION AGREES WITH THE INFORMATION SHOWN ON THE CONTRACT DRAWINGS.
- DIGITAL DATA FOR DESIGN SURFACE AND ORIGINAL GROUND SURFACE AVAILABLE UPON REQUEST.
- SITE CONTOURS DENOTE FINAL DESIGN SURFACE.
- DIGITAL ALIGNMENT DATA AVAILABLE UPON REQUEST.
- ANY DISCREPANCIES, INTERPRETATIONS, CHANGES AND ADDITIONS TO THESE DRAWINGS MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER, WHEN NOTED AND BEFORE PROCEEDING WITH CONSTRUCTION WORKS.
- THE CONTRACTOR SHALL CONFIRM LOCATIONS AND ELEVATIONS OF EXISTING SERVICES AND STRUCTURES TO BE CONNECTED TO AND EXISTING SERVICES THAT MAY BE DAMAGED OR CAUSE CONFLICTS PRIOR TO CONSTRUCTION. THE ENGINEER SHALL BE INFORMED IMMEDIATELY OF ANY ERRORS, DISCREPANCIES, CONFLICTS, OMISSIONS etc THAT ARE FOUND. DO NOT CONTINUE CONSTRUCTION IN AREAS WHERE DISCREPANCIES APPEAR UNTIL SUCH DISCREPANCIES HAVE BEEN RESOLVED.
- THE CONTRACTOR SHALL PROTECT ANY SUCH EXISTING SERVICES & FACILITIES. SUCH REQUIRED MEASURES INCLUDE, BUT ARE NOT LIMITED TO: ENSURE ALL CONCERNED UTILITIES HAVE LOCATED THEIR PLANT PRIOR TO ANY EXCAVATING, LOCATE AND FLAG/PAINT THE LOCATIONS OF OTHER U/G PLANT WHICH MIGHT BE DAMAGED BY EXCAVATION AND CONSTRUCTION TRAFFIC, HAND SIGNS IN PROXIMITY TO EXISTING BURIED SERVICES TO LOCATE THEM WITHOUT ANY RESULTING DAMAGE, BRACE AND SUPPORT WHERE REQUIRED.
- THE CONTRACTOR SHALL APPRAISE HIS/HERSELF OF ALL SURFACE AND SUBSURFACE CONDITIONS TO BE ENCOUNTERED AND SHALL CARRY OUT THEIR OWN TEST PITS AS REQUIRED TO MAKE THEIR OWN INDEPENDENT ASSESSMENT OF GROUND CONDITIONS. THE CONTRACTOR SHALL NOT MAKE ANY CLAIM FOR ANY EXTRA COST DUE TO ANY SUCH GROUND CONDITIONS VARYING FROM THOSE ANTICIPATED BY THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR AND SHALL PROVIDE FOR DEWATERING, SUPPORT AND PROTECTION OF EXCAVATIONS AND TRENCHING AS WELL AS RELEASE OF ANY PUMPED GROUND WATER IN A CONTROLLED AND APPROVED MANNER.



ORIENTATION

PLAN ONLY (APPROXIMATE)

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DIMENSIONS ARE IN METERS (m) UNLESS NOTED OTHERWISE

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

No.	DATE	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	TAP

JARLETTE HEALTH SERVICES

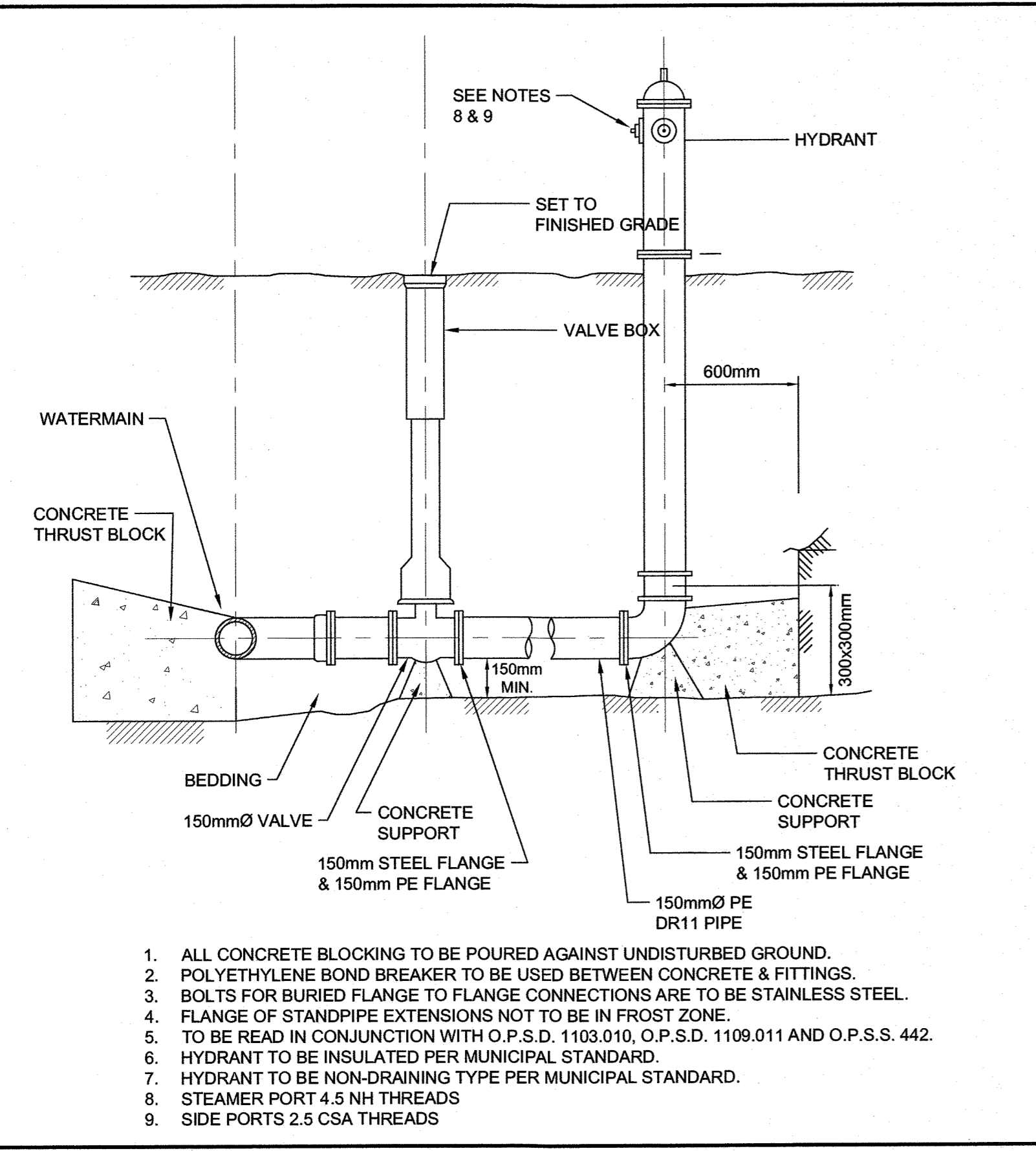
PROJECT TITLE
SENIORS COMPLEX DYMOND

PROJECT No. NWL-01801050

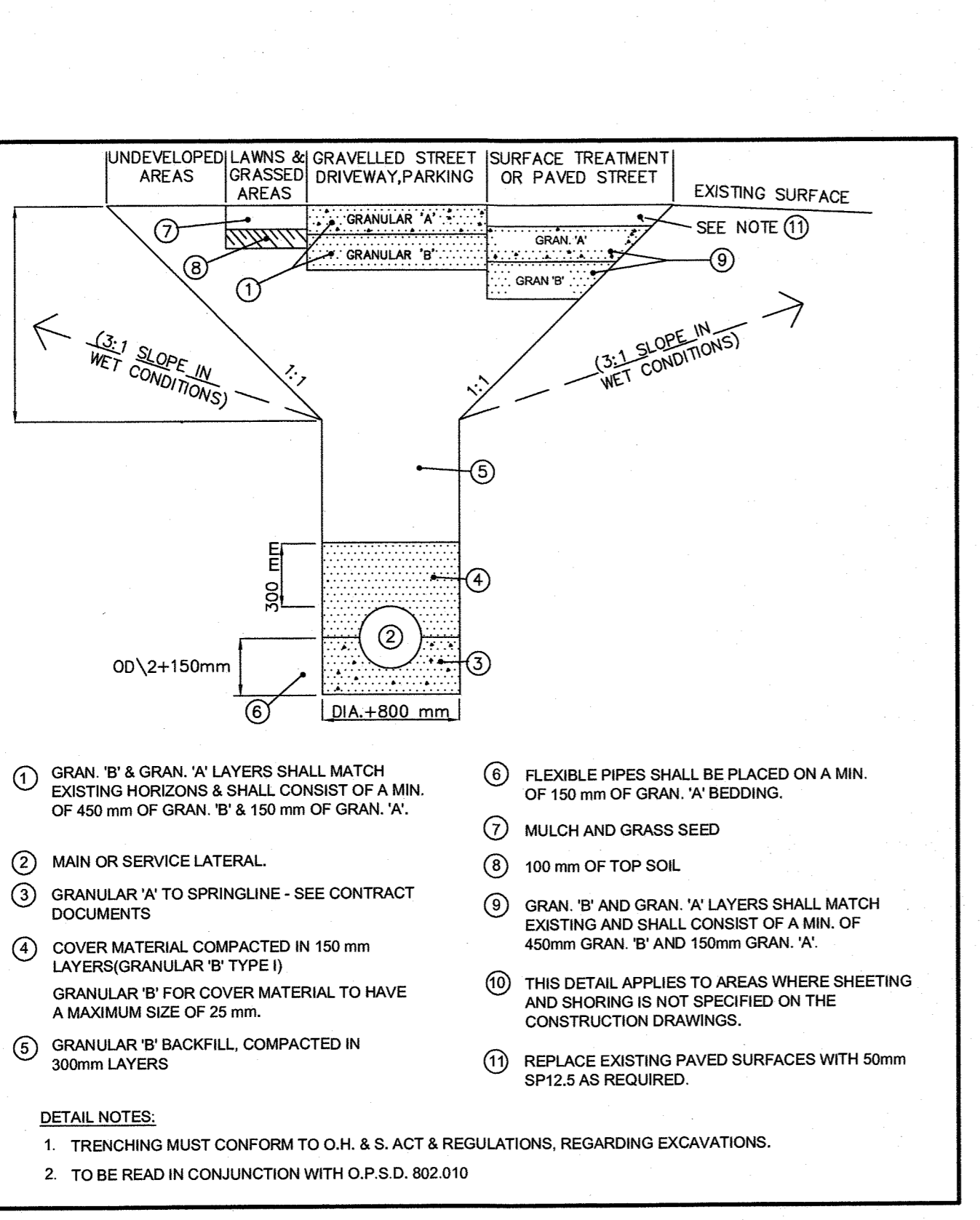
DRAWING TITLE
CIVIL WORKS
STORMWATER
MANAGEMENT DETAILS

DESIGNED	SCALE
TAP	AS INDICATED
DRAWN	PLAN No.
BRP	018-1146
CHECKED	DRAWING No.
ARO	9

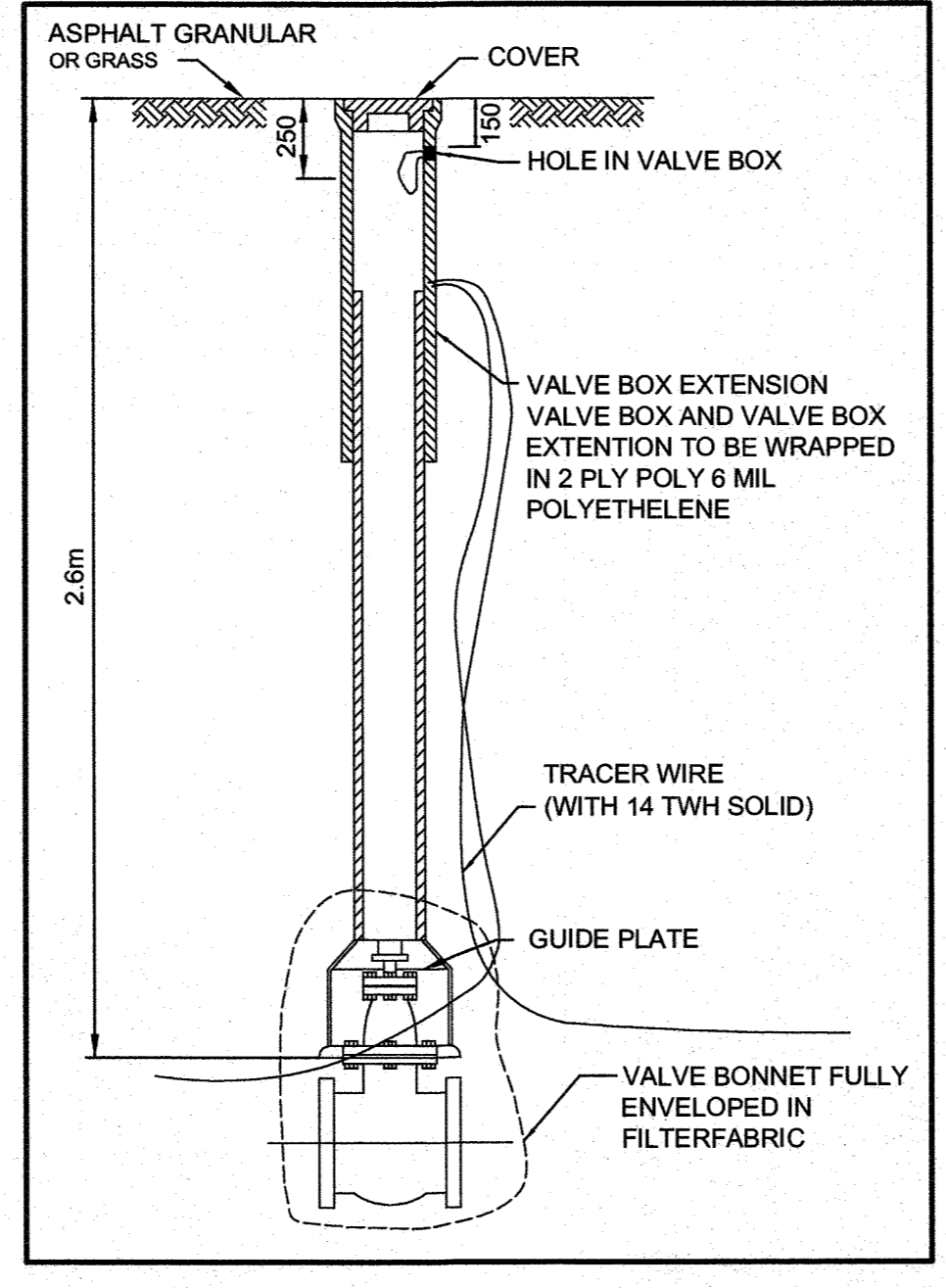
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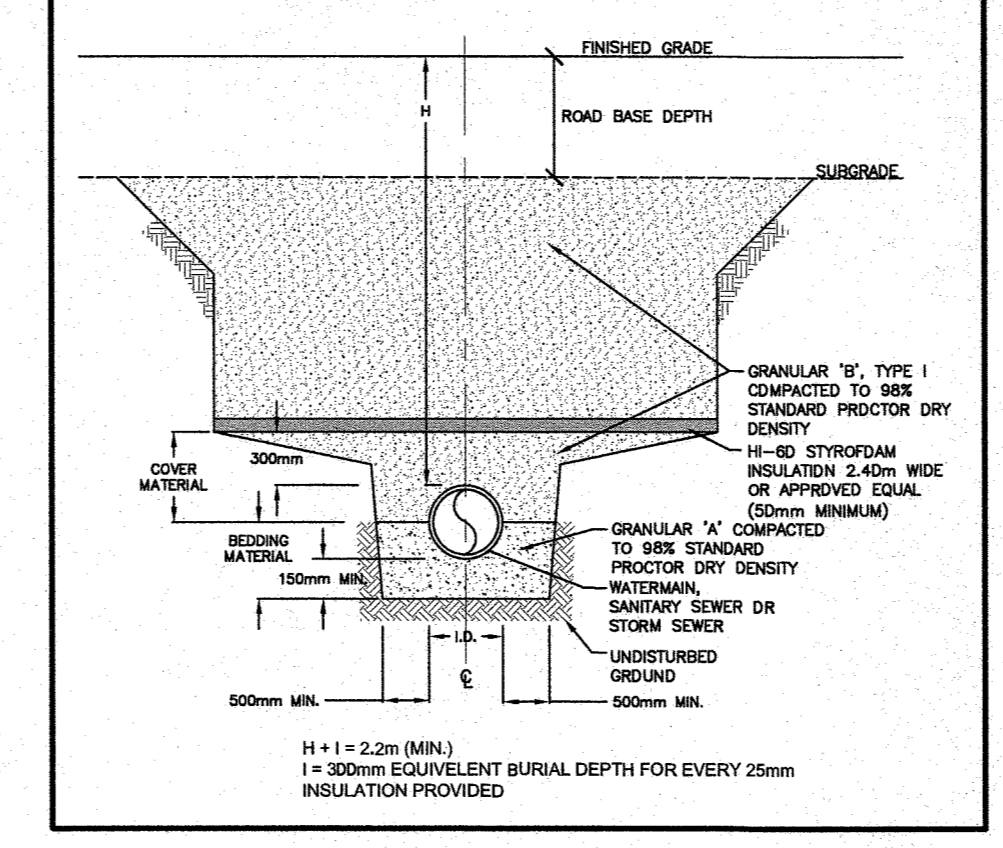
TYPICAL FIRE HYDRANT DETAIL
SCALE: NTS



TYPICAL TRENCH DETAIL
SCALE: NTS



VALVE BOX DETAIL
SCALE: NTS



PIPE INSULATION - CUT LESS THAN 2.2m COVER
SCALE: NTS

ONTARIO PROVINCIAL STANDARD DRAWING REFERENCES		
SPECIFICATION	DESCRIPTION	REVISION DATE
OPSD 310.010	CONCRETE SIDEWALK	NOVEMBER 2015
OPSD 310.020	CONCRETE SIDEWALK ADJACENT TO CURB AND GUTTER	NOVEMBER 2015
OPSD 310.039	CONCRETE SIDEWALK RAMPS TACTILE WALKING SURFACE INDICATORS COMPONENT	NOVEMBER 2015
OPSD 600.100	CONCRETE MOUNTABLE CURB WITH NARROW GUTTER	NOVEMBER 2012
OPSD 600.110	CONCRETE BARRIER CURB	NOVEMBER 2012

ONTARIO PROVINCIAL STANDARD SPECIFICATION REFERENCES		
SPECIFICATION	DESCRIPTION	REVISION DATE
OPSS 100	GENERAL CONDITIONS OF CONTRACT	APRIL 2010
OPSS 206	CONSTRUCTION SPECIFICATIONS FOR GRADING	NOVEMBER 2014
OPSS 401	TRENCHING, BACKFILLING AND COMPACTING	NOVEMBER 2015
OPSS 410	PIPE INSTALLATION IN OPEN CUT	NOVEMBER 2015
OPSS 501	COMPACTING	NOVEMBER 2014

ORIENTATION

PLAN ONLY (APPROXIMATE)

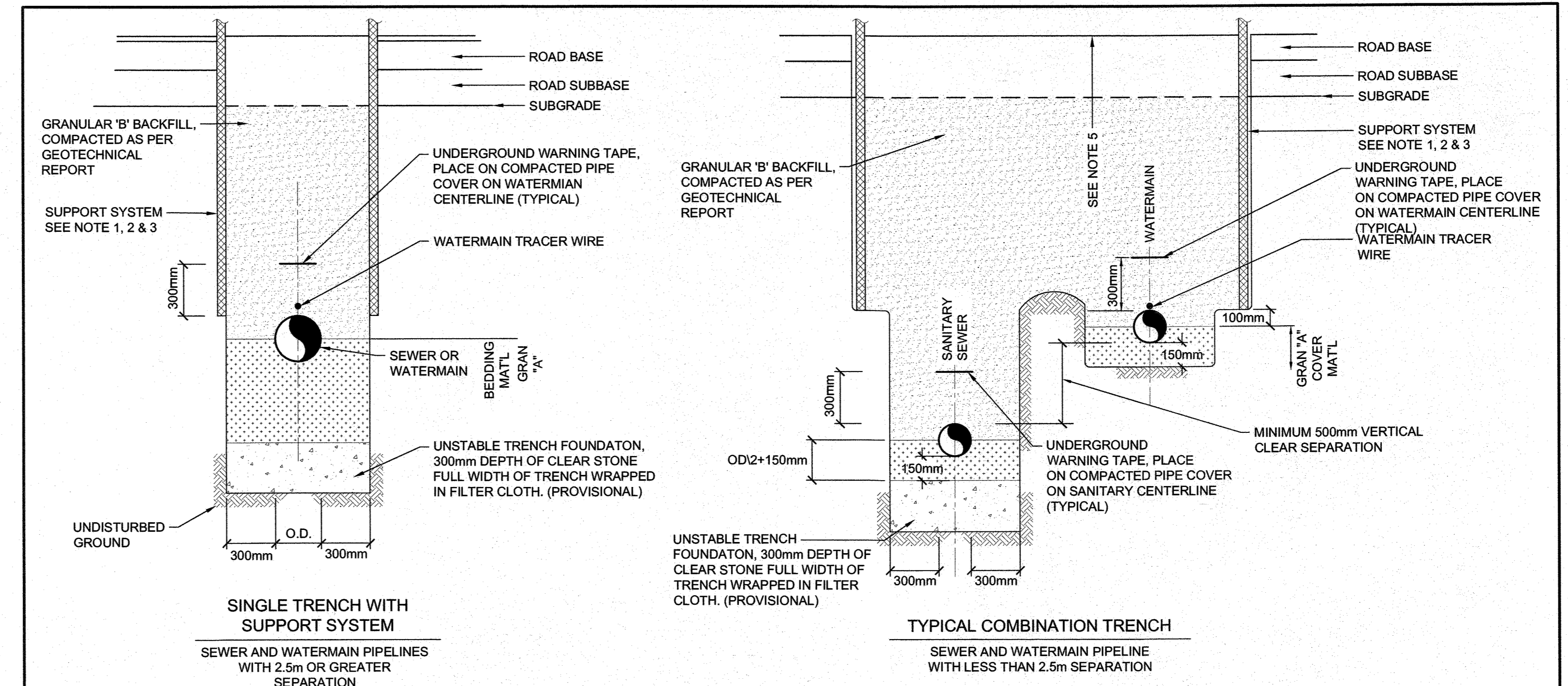
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SEE GENERAL NOTES SHEET 9

- SITE PLAN NOTES:**
- TO BE READ IN CONJUNCTION WITH CIVIL SITE PLAN AND ARCHITECTURAL DRAWINGS.
 - PROVIDE 0.5m (MIN.) CLEAR VERTICAL SEPARATION AT ALL LOCATIONS WHERE SEWERS CROSS WATERMAIN. PROVIDE MINIMUM 2.5m CLEAR SEPARATION BETWEEN WATERMAIN AND SEWERS/FORCEMAIN.
 - PLACE HYDROSEED 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.



- NOTES:**
- TRENCH BOX SHALL NOT EXTEND BELOW TOP OF PIPE IN ALL INSTANCES.
 - TRENCH BOX OR EQUIVALENT SUPPORT SYSTEM IS REQUIRED WHILE INSTALLING PIPELINES ON AND ACROSS ROADWAY, ALL TRENCH BOXES OR SHORING MUST BE CERTIFIED BY AN ENGINEER.
 - TRENCH BOX OR OTHER APPROVED SUPPORT SYSTEM MUST BE USED FOR ALL OPEN CUT TRENCHES. ALL SEWER AND WATERMAIN CONSTRUCTION IN EXISTING LANEWAYS MUST USE THE COMBINATION TRENCH DETAIL. ALL TRENCH BOXES OR SHORING MUST BE CERTIFIED BY AN ENGINEER.
 - RESTORE THE EXISTING ROAD AS PER THE DETAILS INDICATED ELSEWHERE. AFTER TRENCHING IS COMPLETE, LOCATIONS WHERE THE ASPHALT PAVEMENT HAS A WIDTH OF 1.5m OR LESS WILL BE REMOVED AND THE ENTIRE WIDTH WILL BE PAVED AS PER THE RESTORATION DETAILS. ALL ASPHALT WILL BE CUT TO NEAT STRAIGHT LINES PRIOR TO PAVING.
 - THE MINIMUM COVER OVER THE WATERMAIN IS 2.2m, BUT WHERE THE ELEVATION OF THE SANITARY SEWER FORCES THE WATERMAIN INTO THE FROST PENETRATION LAYER, THE WATERMAIN WILL BE INSULATED AS INDICATED ELSEWHERE.
 - THE SUPPORT SYSTEM EXTENSION IF REQUIRED WILL BE DESIGNED BY THE CONTRACTOR AND SUBMISSION OF DRAWINGS FOR REVIEW BY THE ENGINEER WILL OCCUR PRIOR TO USING METHOD CHOSEN.
 - DEWATERING OF THE TRENCH BY THE CONTRACTOR WILL BE REQUIRED.

TRENCH AND BEDDING DETAILS
SCALE: NTS

No.	DATE	REVISION	BY
4	19/10/21	RE-ISSUED FOR PERMITTING	ARO
3	19/09/20	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**

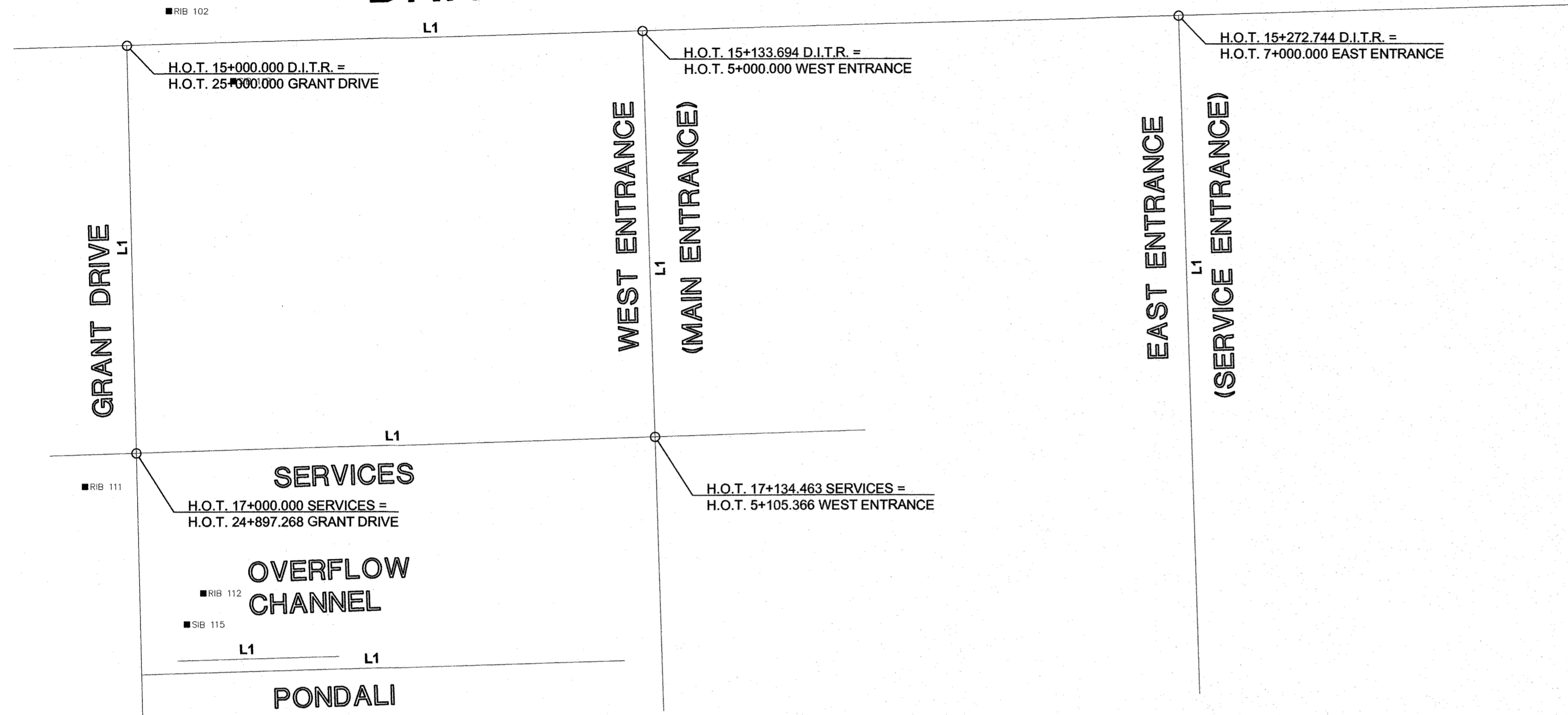
PROJECT No: **NWL-01801050**

DRAWING TITLE: **DETAILS**

DESIGNED	SCALE
AS INDICATED	
DRAWN	PLAN No.
BRP	018-1146
CHECKED	DRAWING No.
ARO	10

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DRIVE-IN THEATRE ROAD



HORIZONTAL CONTROL
SCALE: NTS

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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DIMENSIONS NOTES:
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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	

No.	DATE (Y/M/D)	REVISION	BY
4	19/10/21	RE-ISSUED FOR PERMITTING	ARO
3	19/09/20	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
HORIZONTAL AND VERTICAL CONTROL

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

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ORIENTATION

PLAN ONLY (APPROXIMATE)

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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				Granular M	Select Subgrade Material
		Granular O	Granular A	Type I, Type III	Type II		
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.

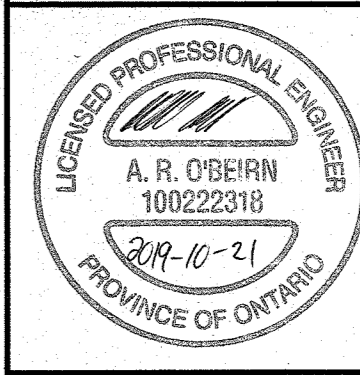
No.	DATE	REVISION	BY
3	19/10/21	RE-ISSUED FOR PERMITTING	ARO
2	19/09/20	ISSUED FOR PERMITTING	ARO
1	19/09/20	ISSUED FOR CLIENT REVIEW	ARO

CLIENT
JARLETTE HEALTH SERVICES

PROJECT TITLE
SENIORS COMPLEX DYMOND

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

**CIVIL
SPECIFICATIONS 1**

	DESIGNED	SCALE
	DRAWN	AS INDICATED
	CHECKED	PLAN No. 018-1146
		DRAWING No. 12

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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)		M	
				Type I (Note 2)	Type II	Type III (Note 2)	
Sieve Analysis, % passing	1.5-602 (sieve)	-	-	100	-	100	100
	150 mm	-	-	-	-	-	-
	105 mm	-	-	-	-	-	-
	37.5 mm	100	-	-	-	-	-
	26.5 mm	95.0-100	100	50.0-100	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	-
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: Where the aggregate is obtained from an iron blast furnace slag source.
 Note 4: 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/CGSB 4.2, Method No. 11.1	600
TPO, maximum, µm	CAN/CGSB 148.1, Method No. 10	500
Permeability, minimum, s ₁	CAN/CGSB 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 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 McCavity 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 Restrainters

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 ramed 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

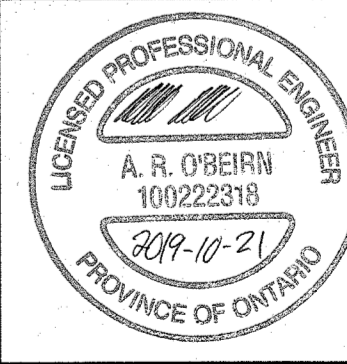
No.	DATE (YY/MM/DD)	REVISION	BY
3	19/10/21	RE-ISSUED FOR PERMITTING	ARO
2	19/09/20	ISSUED FOR PERMITTING	ARO
1	19/09/20	ISSUED FOR CLIENT REVIEW	ARO

CLIENT
JARLETTE HEALTH SERVICES

PROJECT TITLE
SENIORS COMPLEX DYMOND

PROJECT No. **NWL-01801050**

DRAWING TITLE
CIVIL SPECIFICATIONS 2

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

EXP Services Inc.
 1-705-647-4311 | 1-705-647-3111
 310 Whitewood Ave. W.
 New Liskeard, ON P0J 1P0
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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.
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.
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.
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.
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.
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.
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.
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
Location Anode Type Maximum Spacing and Quantity
Less than 50 mm Copper Service Z-12-24 20.0 m
50 mm Copper Service Z-12-24 16.0 m
100 - 300 mm Metallic Fittings and Valves Z-12-24 1 per fitting and valve
400 mm Metallic Fittings and Valves Z-24-48 1 per fitting and valve
Hydrant Bases Z-24-48 1 per hydrant
Tracer Wire Z-12-24 1 per every 1,000 m of tracer wire
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.
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.
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 SFMDD. 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.

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Revision table with columns for No., DATE, REVISION, and BY. Includes entries for RE-ISSUED FOR PERMITTING, ISSUED FOR PERMITTING, and ISSUED FOR CLIENT REVIEW.

JARLETTE HEALTH SERVICES

SENIORS COMPLEX DYMOND

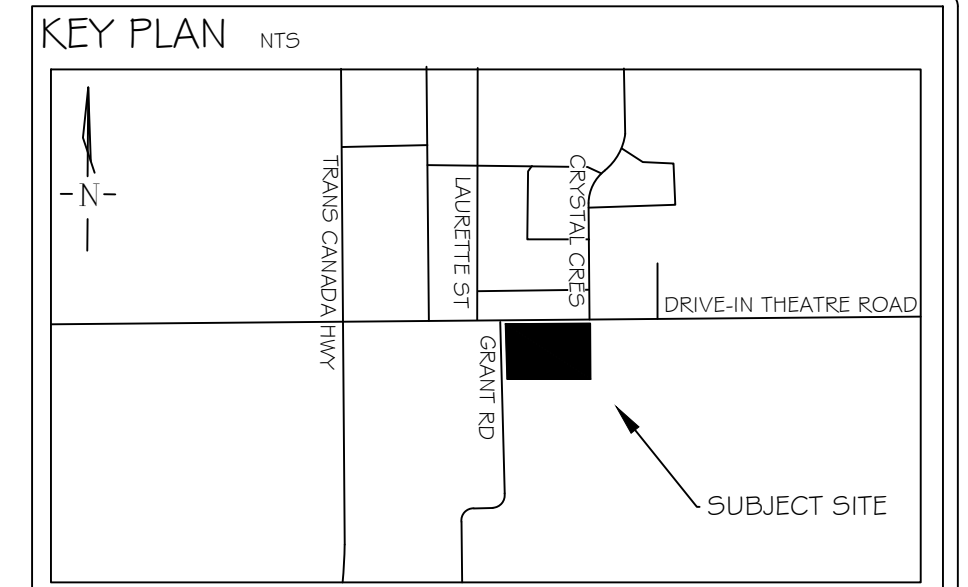
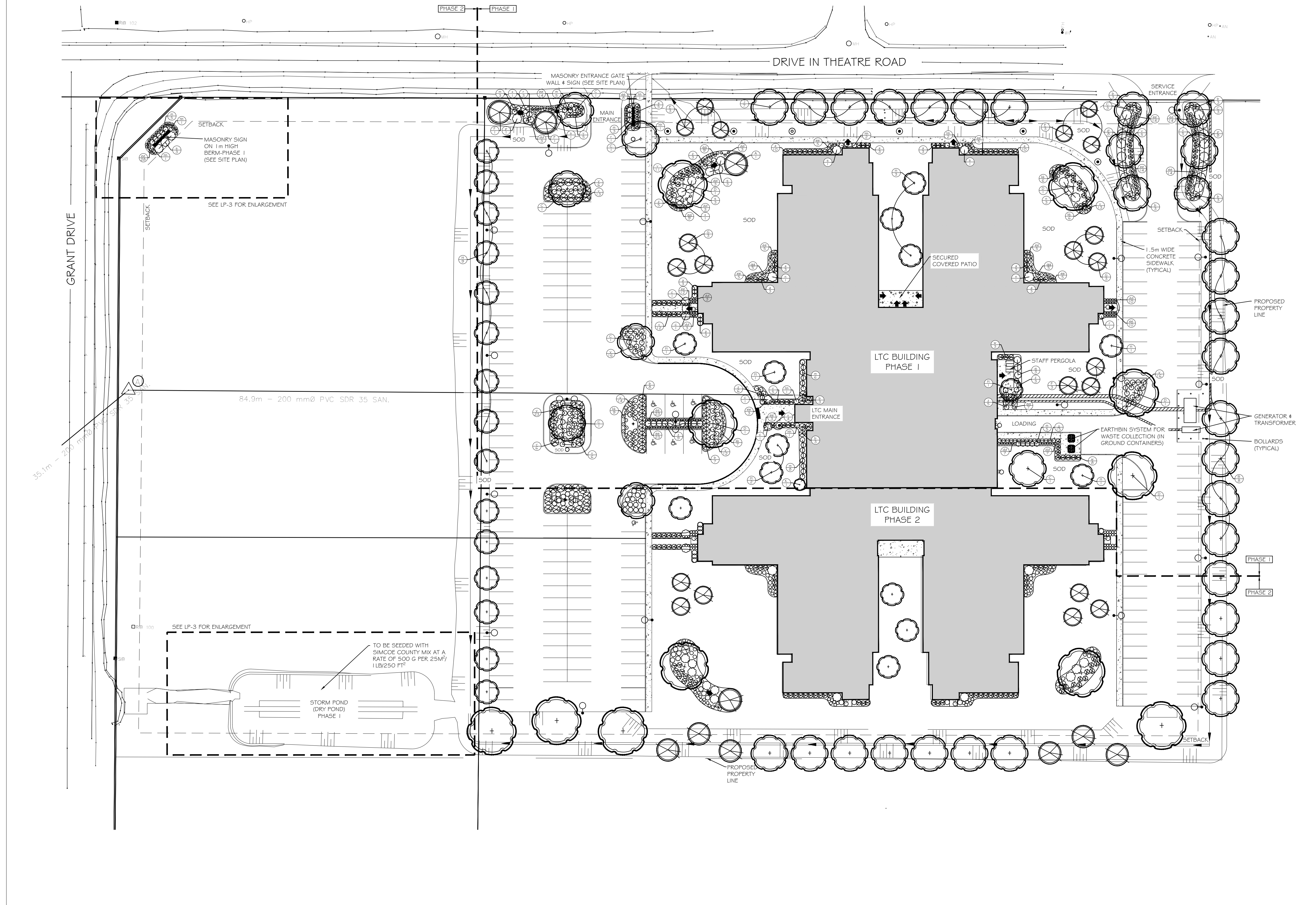
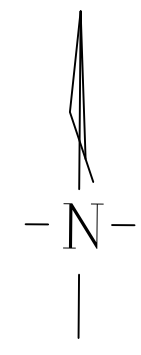
PROJECT No. NWL-01801050

CIVIL SPECIFICATIONS 3

Professional Engineer seal for A. R. OBEHRN, 100222318, dated 2019-0-21, Province of Ontario. Includes fields for DESIGNED, SCALE, DRAWN, PLAN No., CHECKED, DRAWING No., and a value of 14.

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New Liskeard, ON P0J 1P0
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GENERAL NOTES

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- 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: _____

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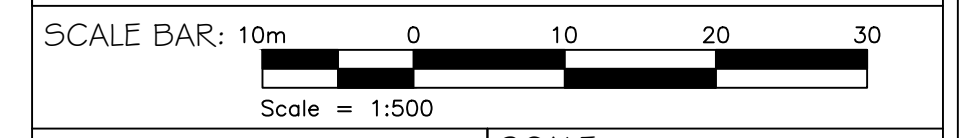
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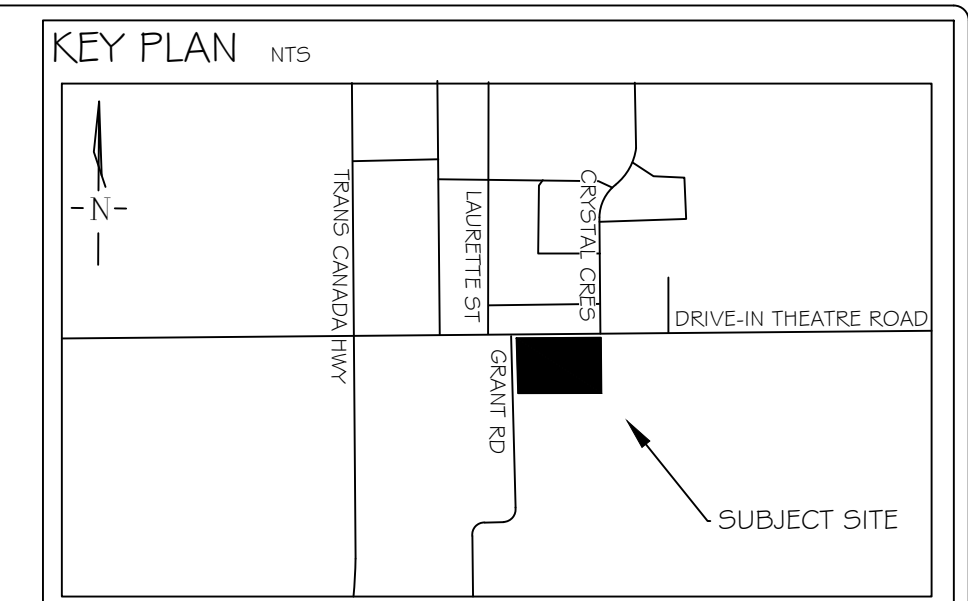
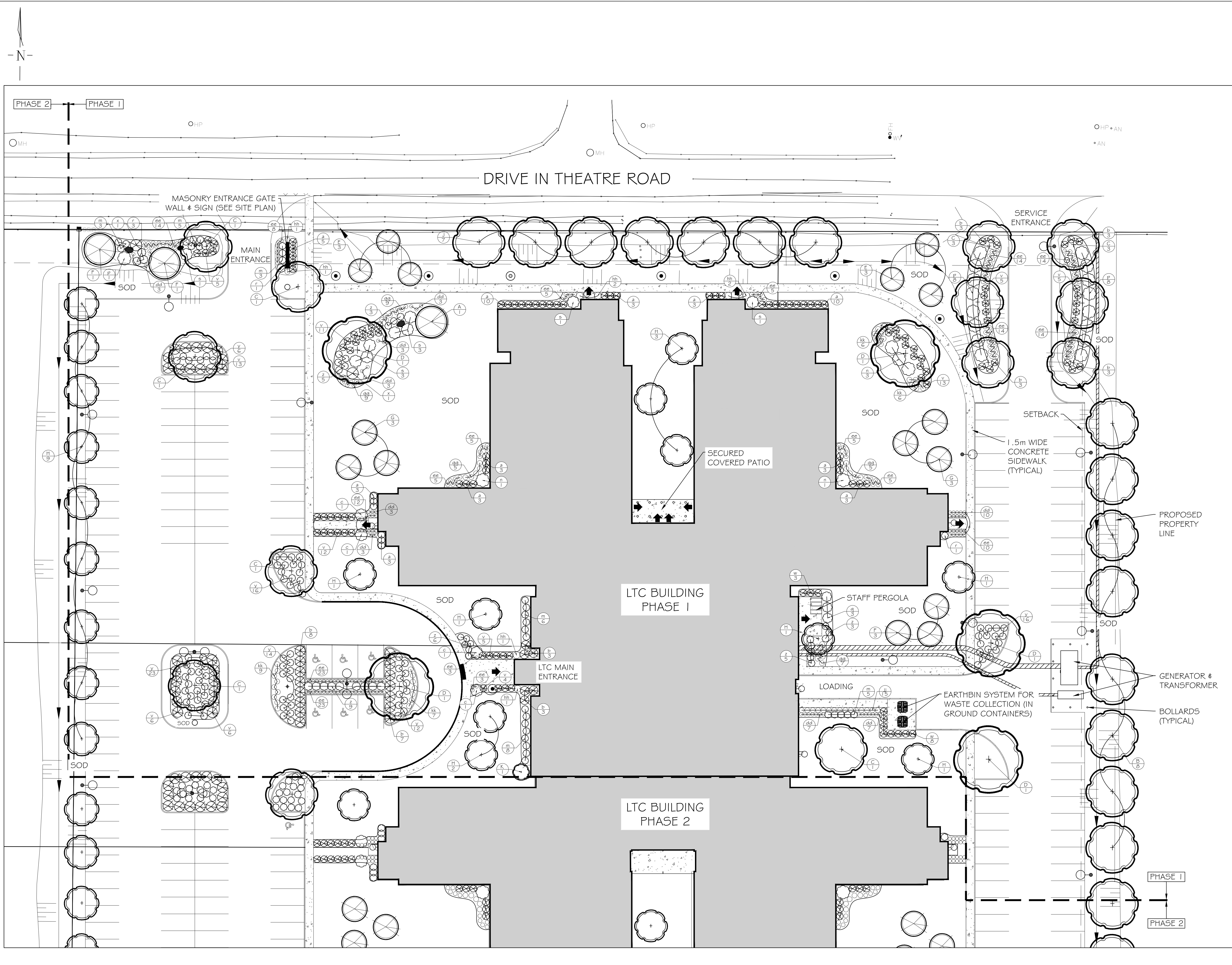
CLIENT: JARLETTE HEALTH SERVICES
771 YONGE STREET, MIDLAND

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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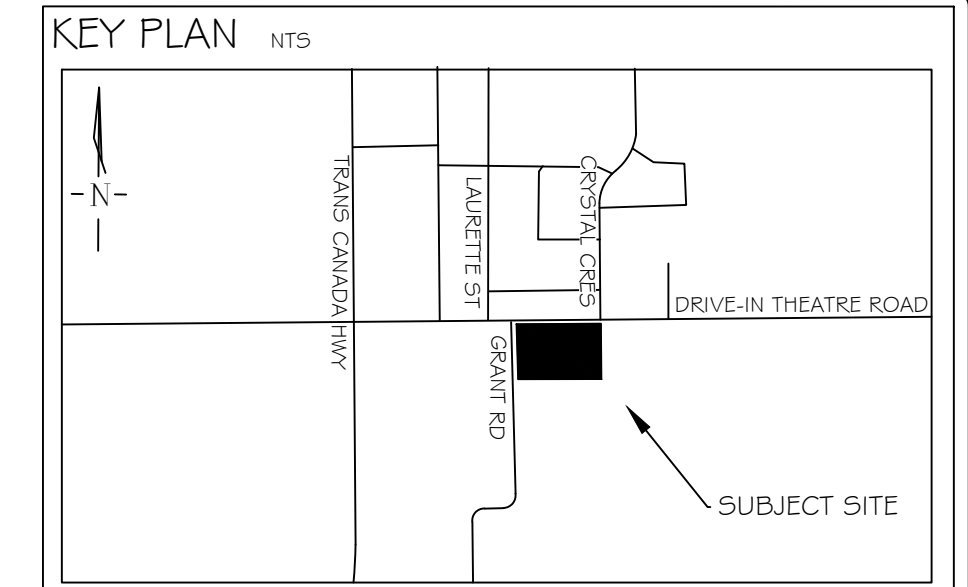
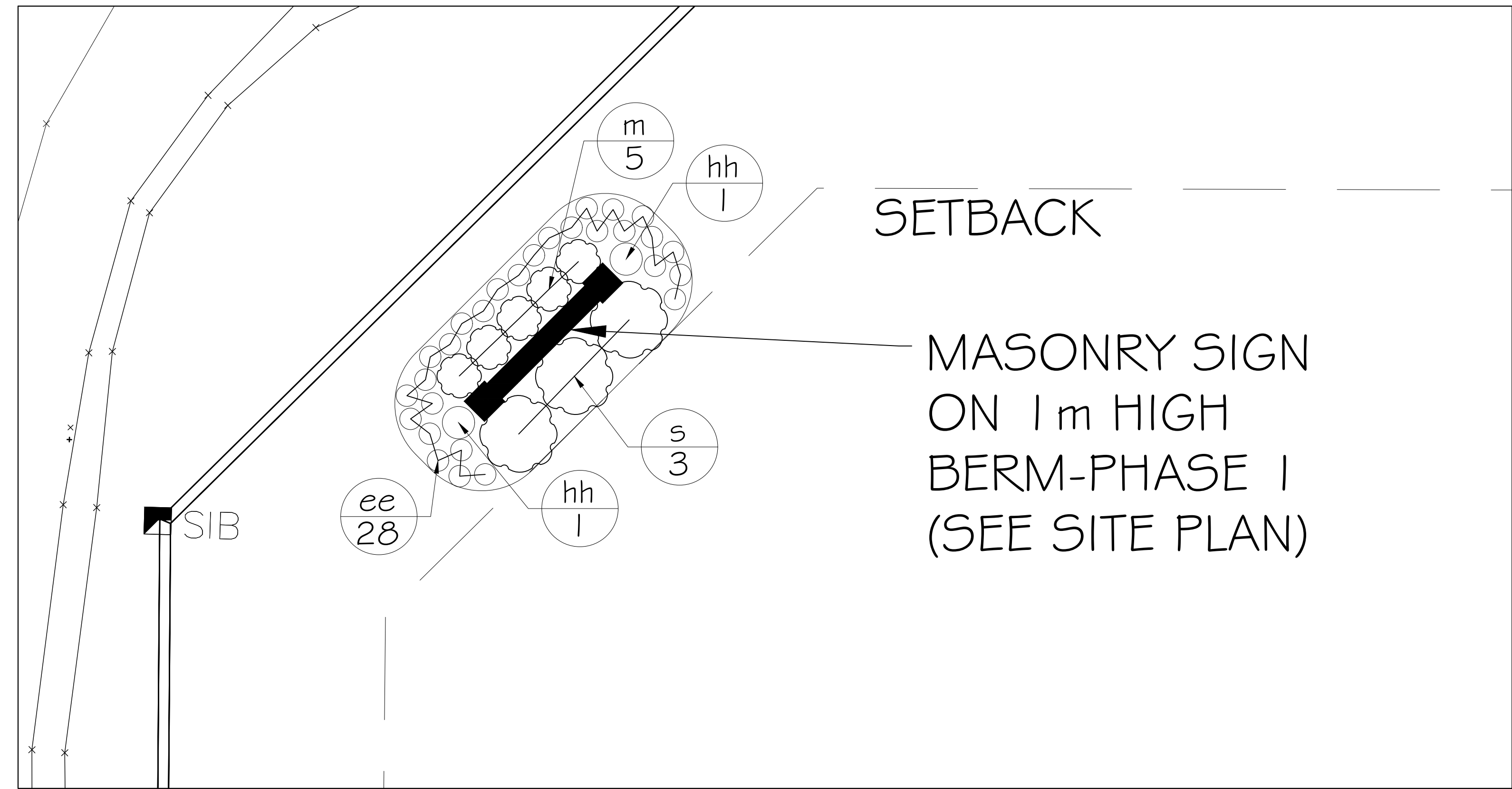
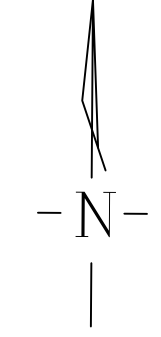
CLIENT: JARLETTE HEALTH SERVICES
771 YONGE STREET, MIDLAND

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

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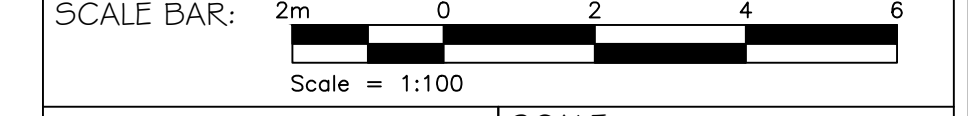
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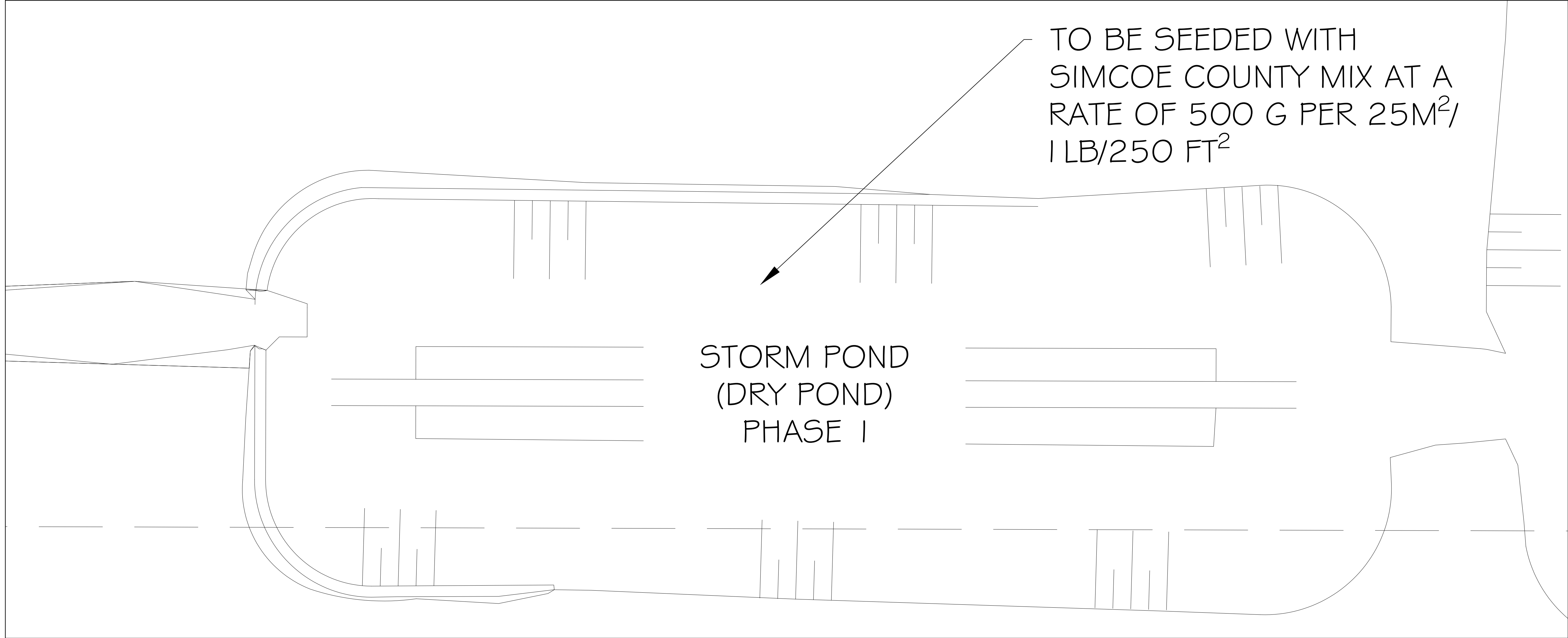
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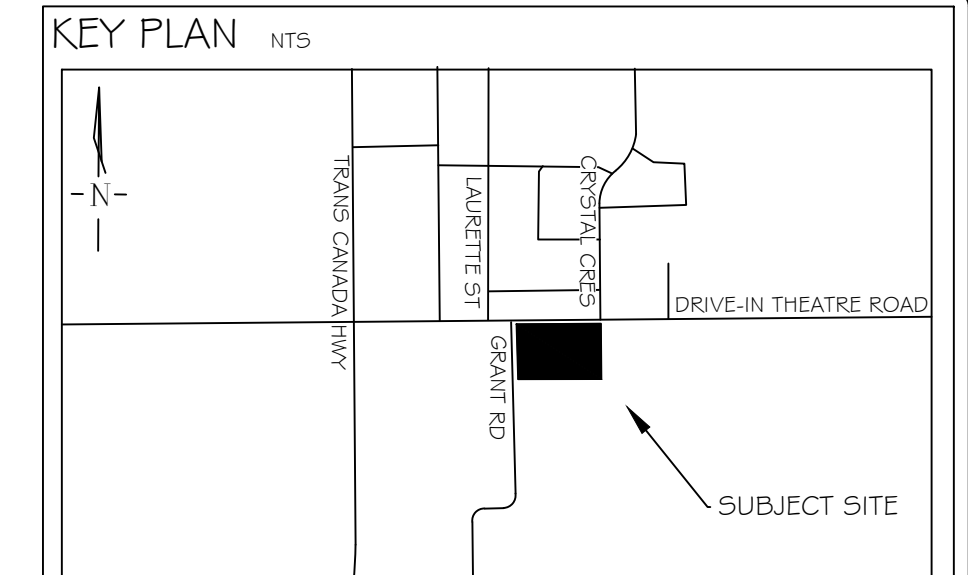
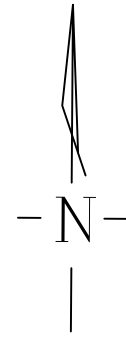
PROJECT:
TEMISKAMING LODGE LTC,
DYMOND, ON

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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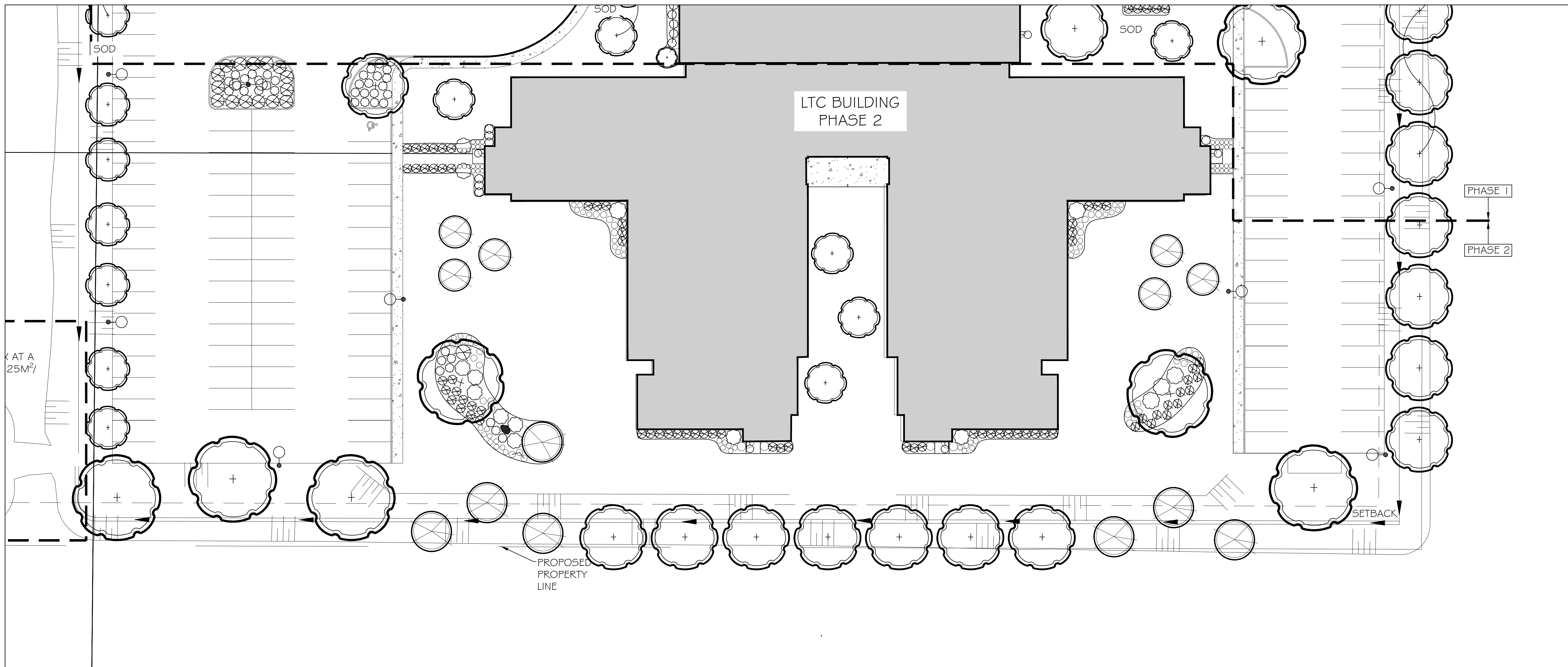
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DATE: _____

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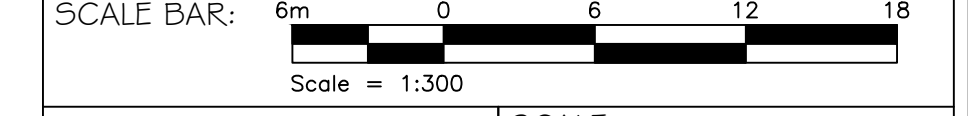
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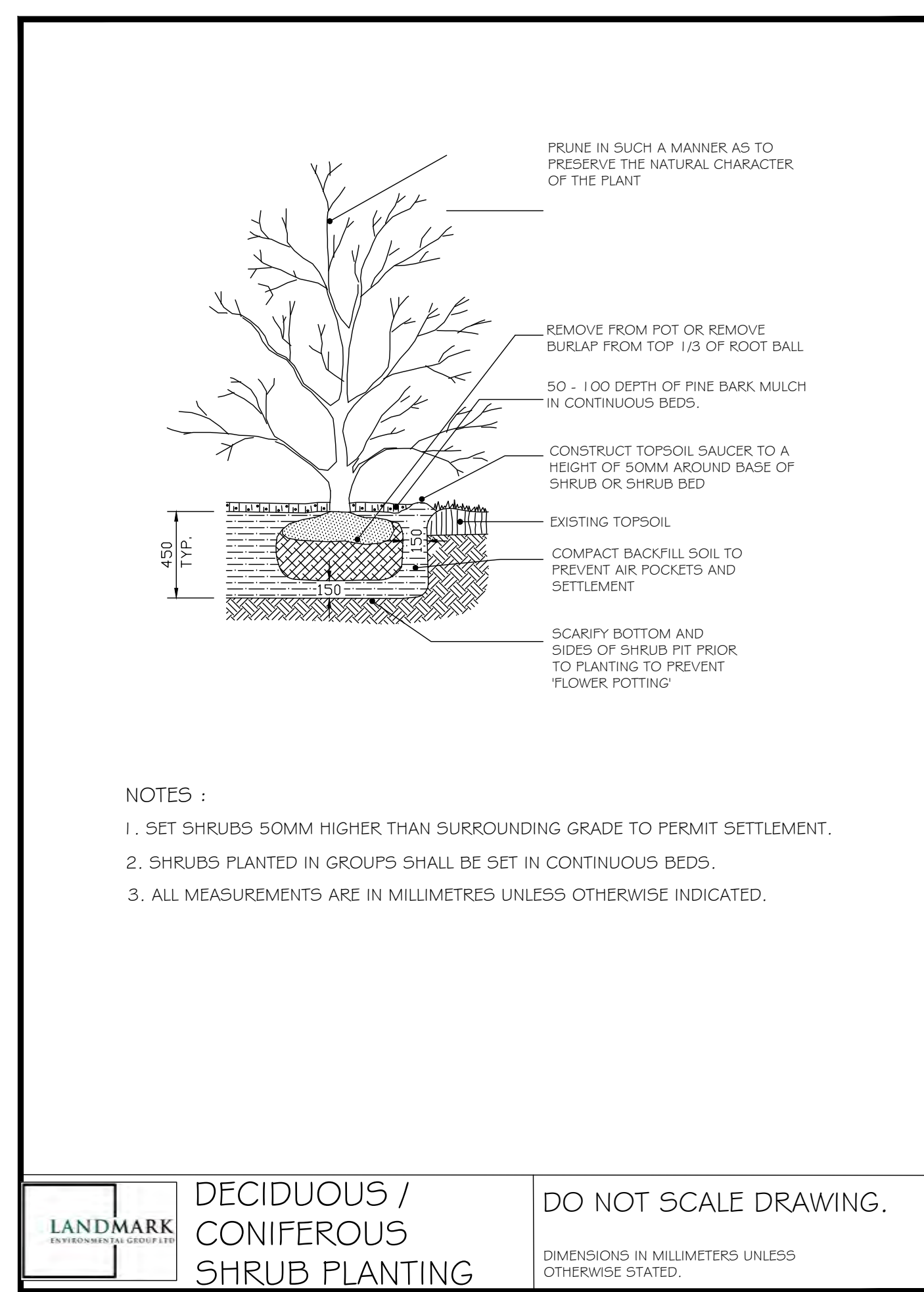
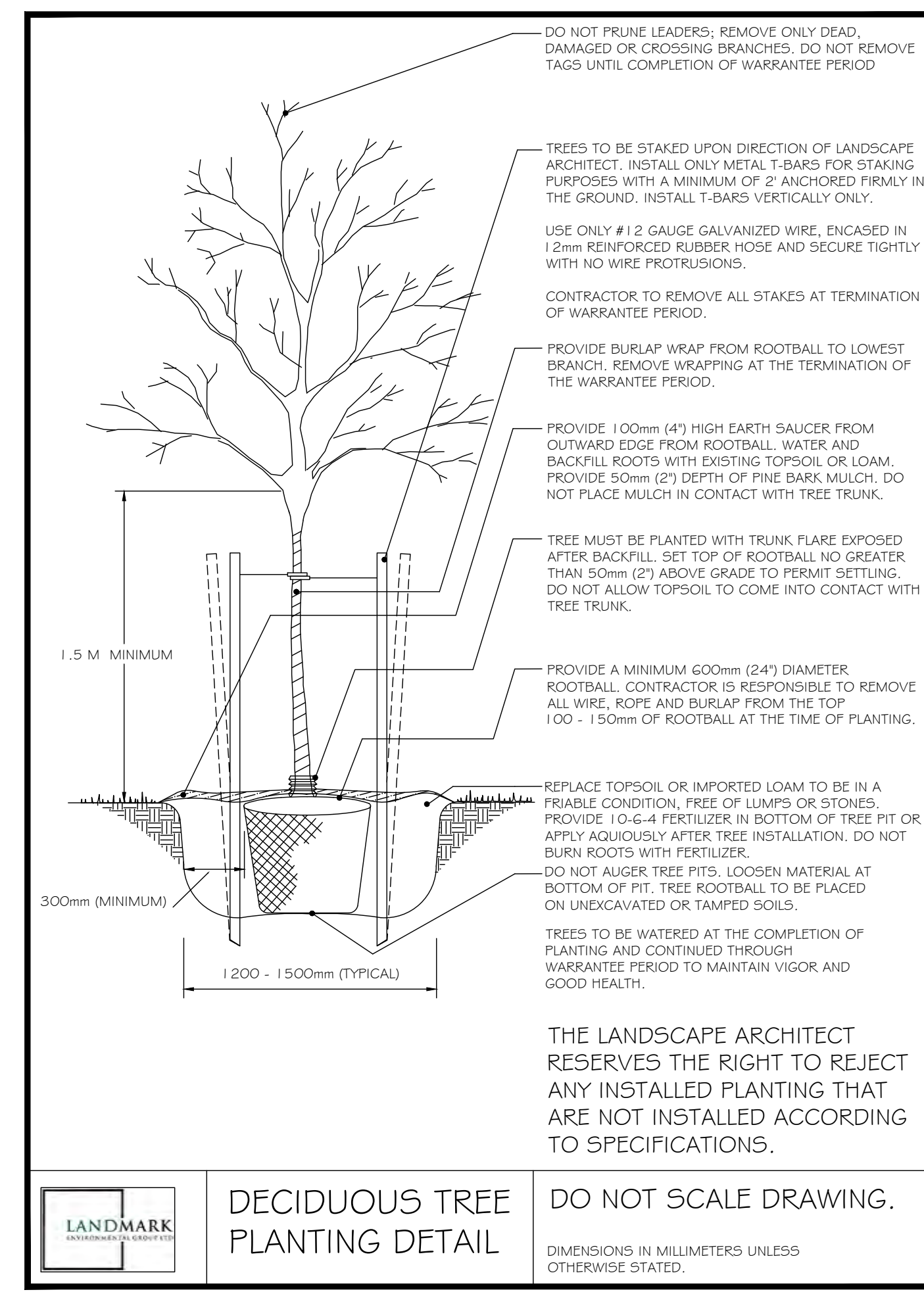
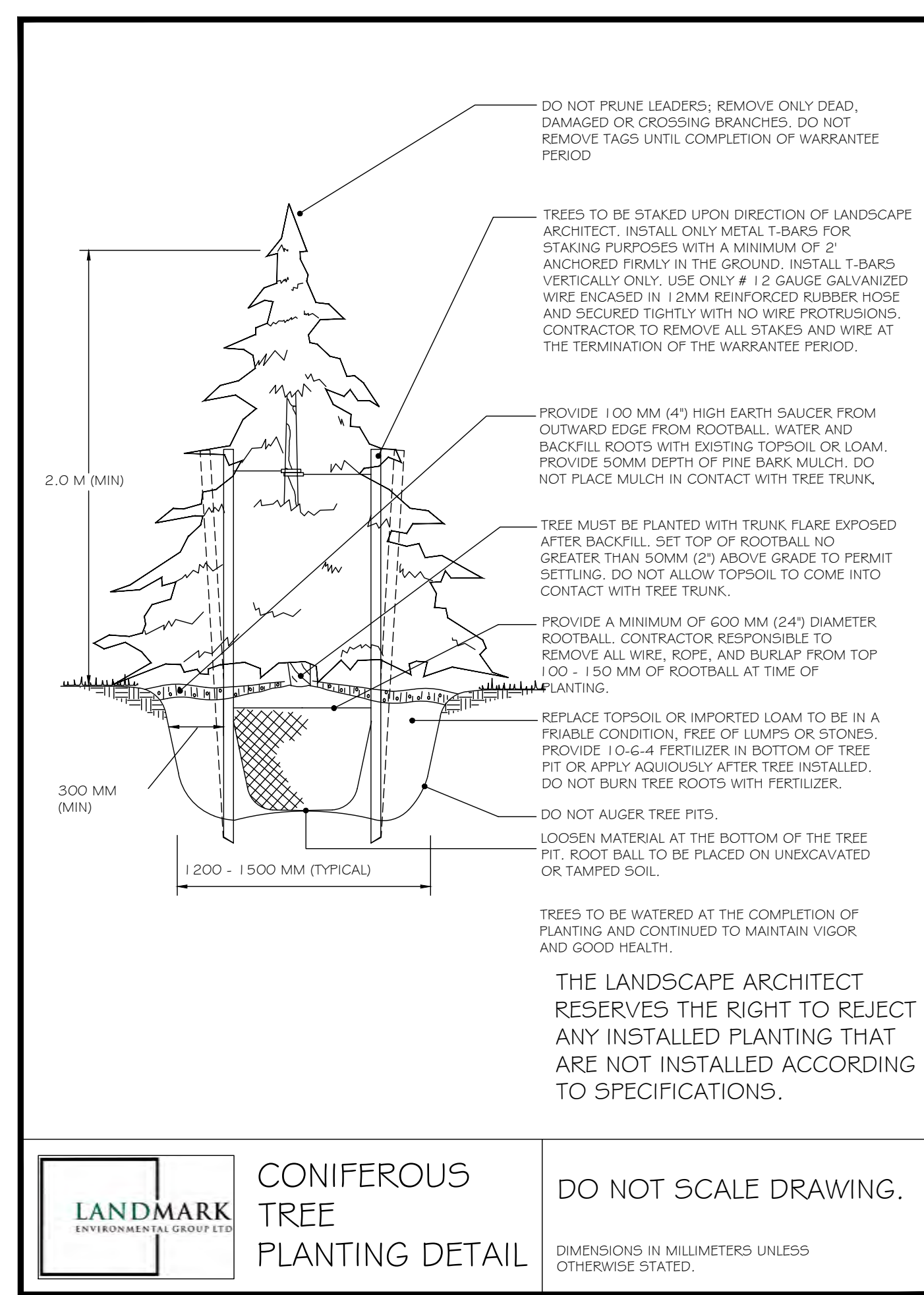
CLIENT:
JARLETTE HEALTH SERVICES
771 YONGE STREET, MIDLAND

PROJECT:
TEMISKAMING LODGE LTC,
DYMOND, ON

DRAWING:
CONCEPT PLAN: PHASE 2



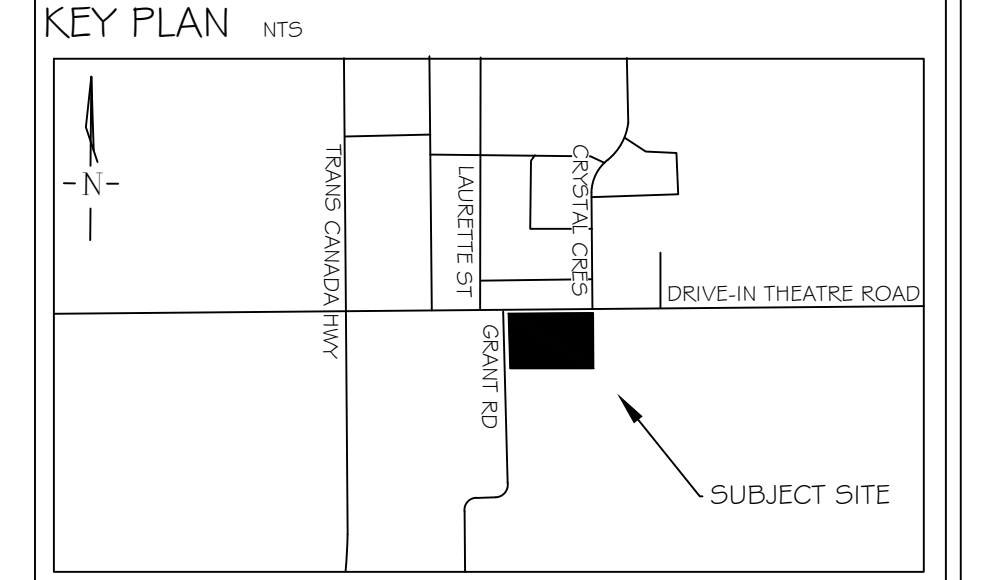
PROJECT NO.: LA 371-19	SCALE: 1:300
MUNICIPAL FILE NO.:	DATE: NOV. 5, 2019
DRAWN BY: E.F	CHECKED BY: J.H
	DRAWING No.: LP-4



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.

LANDMARK ENVIRONMENTAL GROUP LTD.



GENERAL NOTES

The Client and its contractors are responsible for all utility locates and confirming all setbacks, elevations, grades, etc. prior to installation of the constructed works.

The Contractor is to report any discrepancies in writing to the Landscape Architect prior to proceeding with the works to determine the impact and suitability of the proposed works. The Landscape Architect will not be responsible for any unapproved adjustments on site.

Construction of the works must conform to Authority requirements and applicable codes where they have jurisdiction.

All specifications and drawings are instruments of service and are the property and ownership of the Landmark Environmental Group Ltd. As such, the drawings shall not be modified or reproduced without the expressed written consent of Landmark Environmental Group Ltd. or they will be considered void. The said drawings are for Site Plan approval only and may require additional detailing prior to tender and construction.

The Landmark Environmental Group Ltd. is not liable for errors or omissions from the use of these drawings prior to approval, seal, signature and date, and will be considered void.

It is advised that the Contractor contact the Landscape Architect prior to commencement of the construction works to ensure that the Contractor has the latest approved drawings.

The Landmark Environmental Group Ltd. is not responsible for the accuracy of the base drawing information (eg Survey, Architectural, Engineering, etc.). If there are any discrepancies, the Contractor will refer to the appropriate base drawing information and report discrepancies on the Landscape Drawings to the Landscape Architect.

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LEGEND

NO. DATE BY REVISIONS

STAMP

APPROVAL

CITY OF TAMISKAMING SHORES

NAME _____

DATE _____

SIGNATURE _____

ASSOCIATION OF LANDSCAPE ARCHITECTS AND CONSULTING ARBORISTS

LANDMARK ENVIRONMENTAL GROUP LTD.

OFFICE: 705-796-1122

info@LEGGroupLtd.com

www.LEGroupLtd.com

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

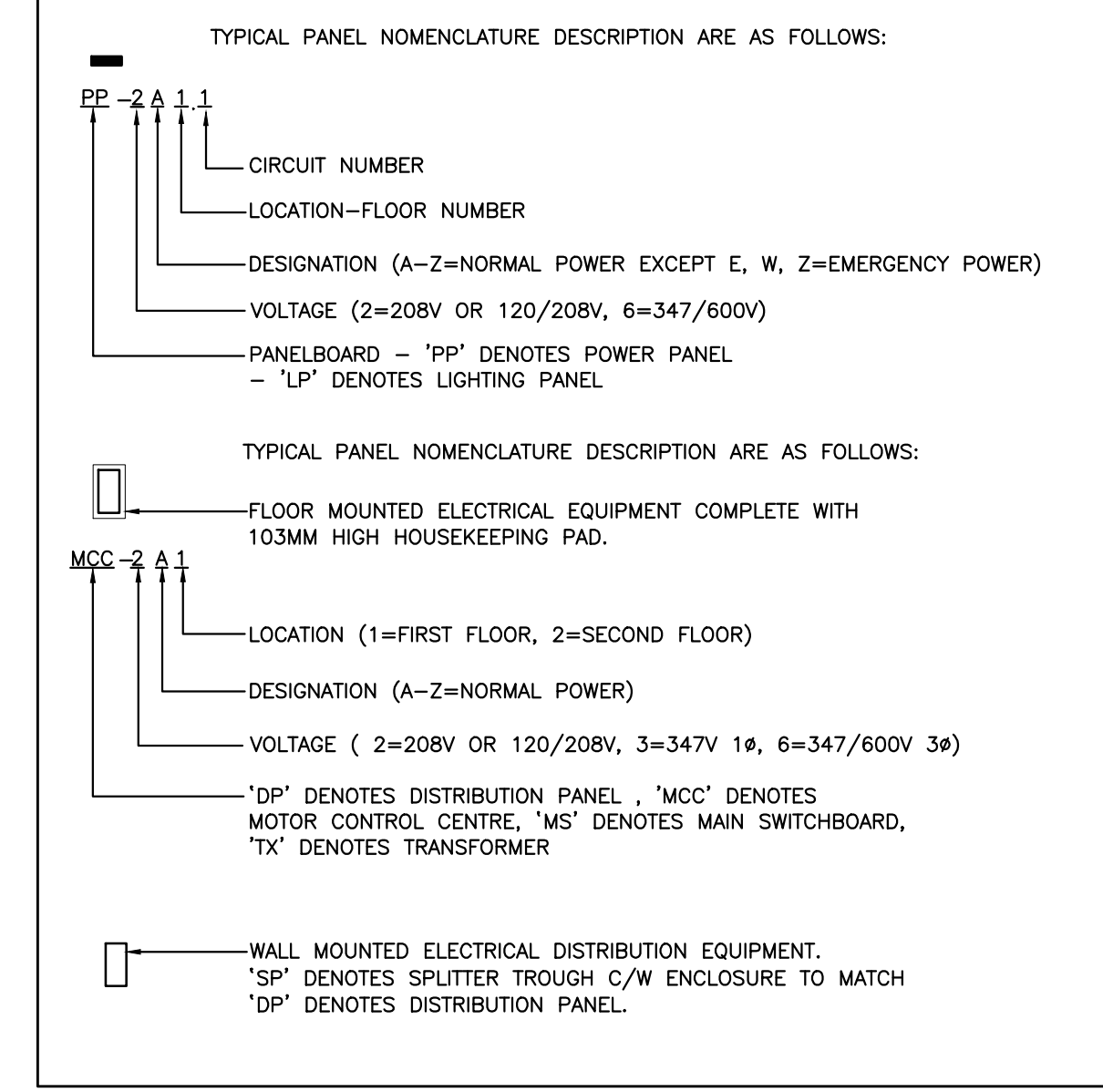
PLANT LIST

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>Euonymus 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 'LVBOBO'</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 HANDBET.</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>CEILING 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>

PANEL AND CIRCUIT NUMBER DESIGNATION



LTC - 128 BEDS
 2 storey
 Main Floor Area = 4815 sm
 Phase 1

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 www.e-lumen.ca

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.

GENERAL NOTES

<p>1. THIS IS A MASTER LEGEND. NOT ALL SYMBOLS SHOWN MAY BE USED ON THIS PROJECT.</p> <p>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.</p> <p>3. ALL MEASUREMENTS SHOWN ON THE DRAWINGS ARE IN INCHES UNLESS OTHERWISE INDICATED.</p> <p>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.</p> <p>5. PROVIDE ALL GROUNDING IN ACCORDANCE WITH THE RULES AND REGULATIONS OF AUTHORITIES HAVING JURISDICTION.</p> <p>6. INDICATION ON SWITCH SAME AS FOR OUTLET(S) IT CONTROLS.</p> <p>7. ARROWHEAD ON CONDUIT INDICATES HOMERUN TO PANEL.</p> <p>8. ON ALL CONDUIT RUNS OF 33M OR MORE, INSTALL PULLBOXES WHERE REQUIRED TO SUIT SITE CONDITIONS.</p> <p>9. WHERE CONDUITS CROSS EXPANSION JOINTS OF BUILDING AS SHOWN ON ARCHITECTURAL DRAWINGS, PROVIDE APPROVED TYPE EXPANSION JOINTS COMPLETE WITH GROUNDING STRAPS AND CLAMPS.</p> <p>10. COORDINATE ALL SWITCH AND RECEPTACLE LOCATIONS WITH ARCHITECTURAL AND MECHANICAL DRAWINGS PRIOR TO INSTALLATION.</p> <p>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.</p>	<p>12. VERIFY EXACT LOCATION OF ALL FLOOR OUTLETS BEFORE INSTALLATION OF CONDUIT</p> <p>13. PREPARE COMPLETE INTERFERENCE DRAWINGS FOR DISCUSSION WITH RESPECTIVE CONSULTANTS DURING THE SHOP DRAWING PHASE OF APPROVALS.</p> <p>14. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF LUMINAIRES, SPEAKER, DETECTORS AND CEILING MOUNTED RECEPTABLES.</p> <p>15. COORDINATE EXACT LOCATION AND RATING OF ALL MOTORS AND STARTERS WITH MECHANICAL TRADE CONTRACTOR PRIOR INSTALLATION OF CONDUIT AND WIRING.</p> <p>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.</p> <p>17. RECEPTABLES SHALL BE MOUNTED DIRECTLY BELOW PULLSTATION AT EXITS (WHERE SHOWN TOGETHER) AND DIRECTLY BELOW SWITCHES AT ROOM ENTRANCES.</p> <p>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.</p> <p>19. ALL CONDUIT AND ELBOWS ARE TO BE COLOUR CODED, REFER TO DRAWING E-23 DETAIL 4.</p> <p>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.</p>	<p>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.</p> <p>22. ACCEPTABLE WIRING PRACTICES THAT WILL BE EXPECT TO MEET OR EXCEEDED:</p> <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. <p>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</p>
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ELECTRICAL DRAWING LIST

DWG No.	DESCRIPTION	DWG No.	DESCRIPTION	DWG No.	DESCRIPTION
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				

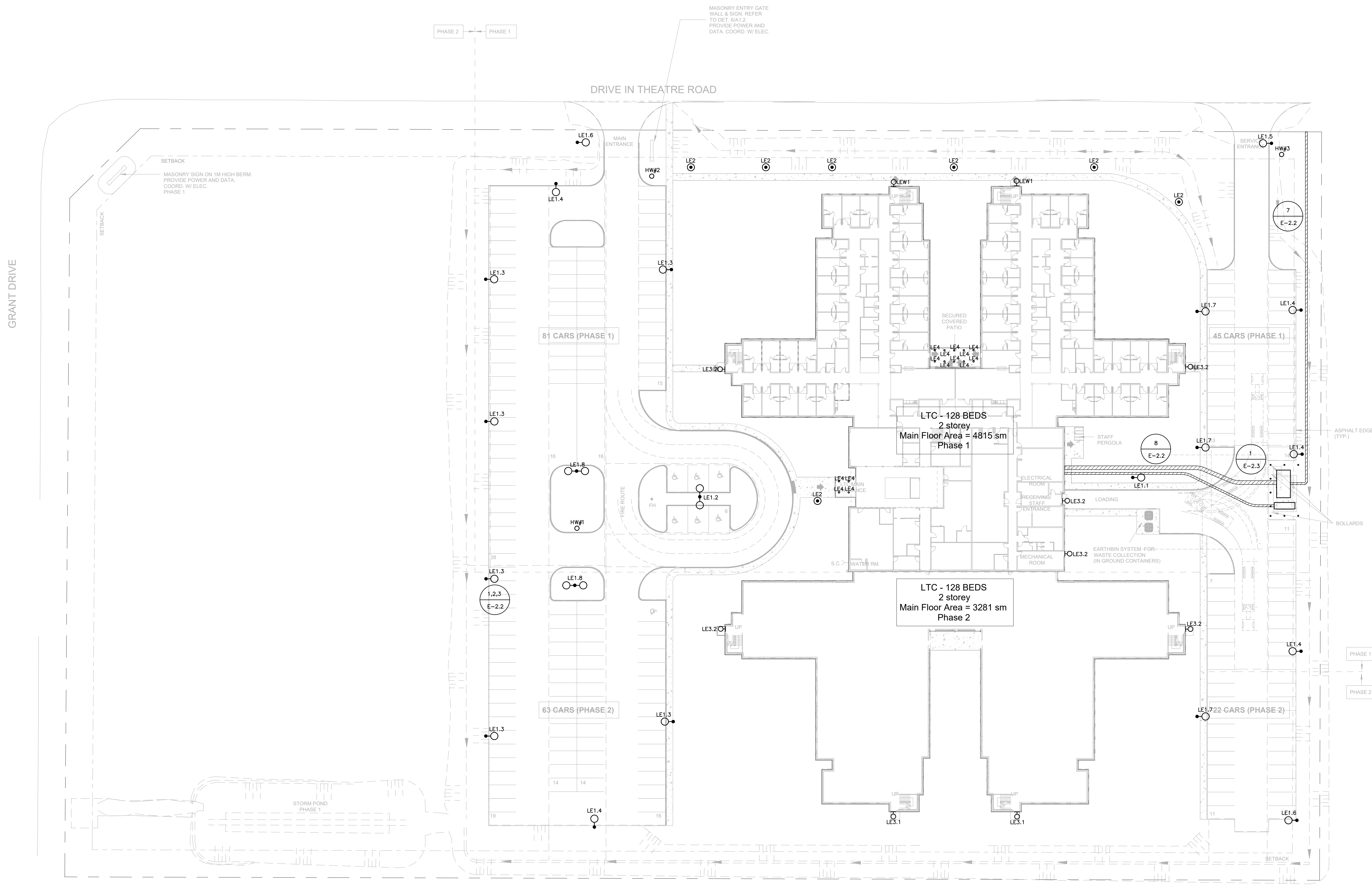
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No.	Description	Date
1	Issued for SPA Review	Nov. 29, 2019
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**TED
HANDY and
ASSOCIATES**
Inc. ARCHITECT
76 Mary Street Barrie, Ont L4N 1T1 Tel: 705 734 3580 Fax: 705 721 0265

**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

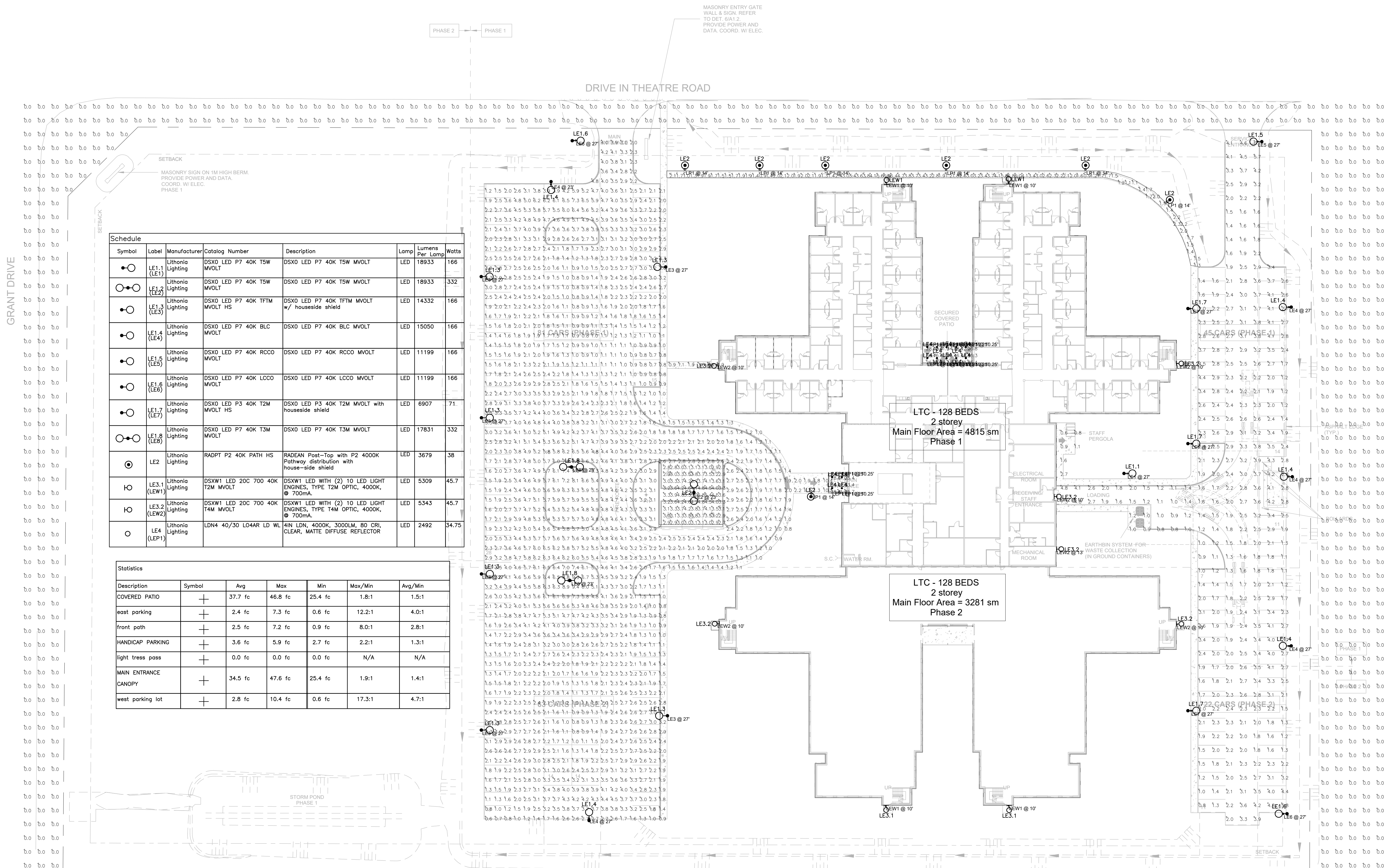
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Schedule

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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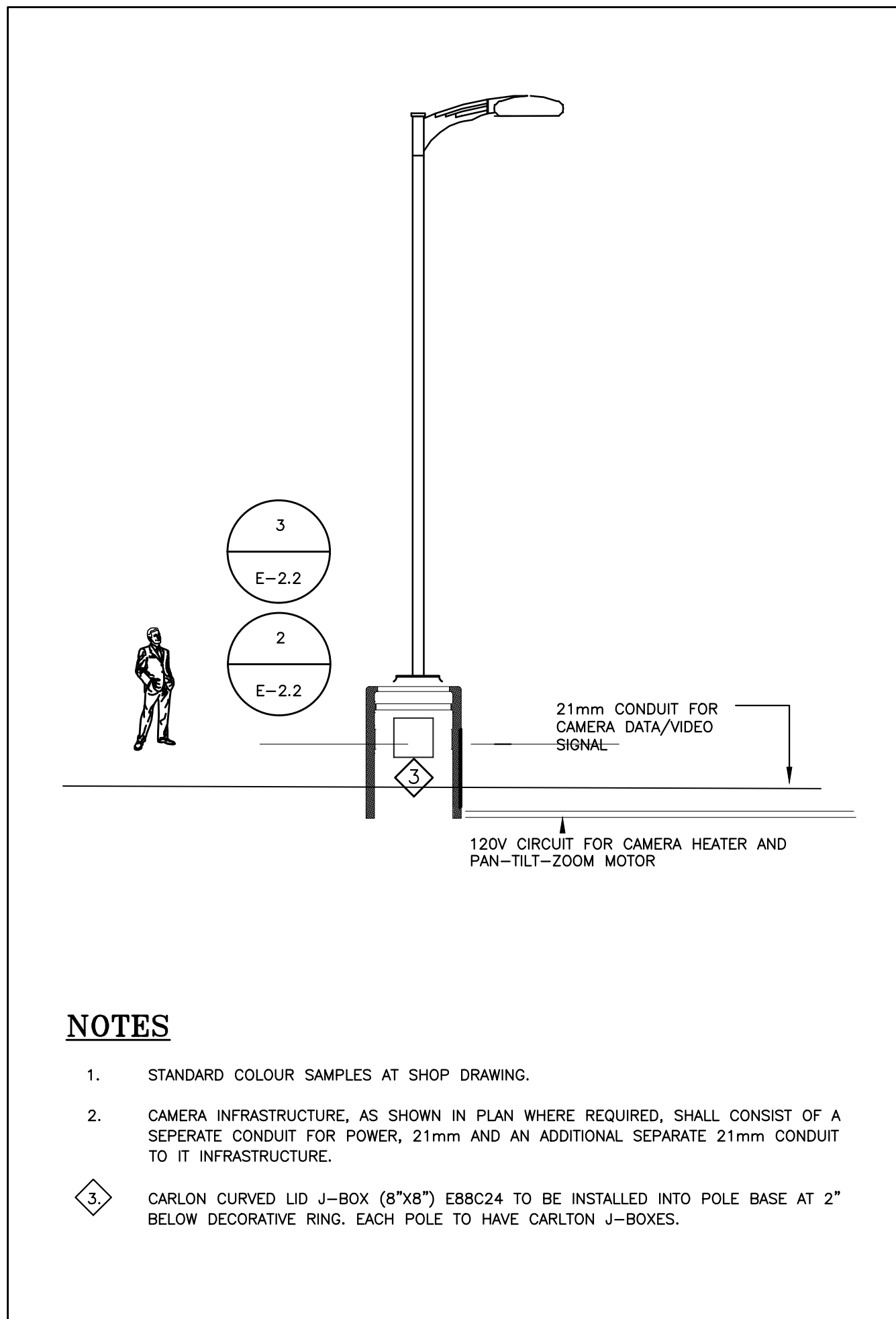


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 Tel. 705 734 3580
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Temiskaming Lodge LTC
 Drive In Theatre Road, ON

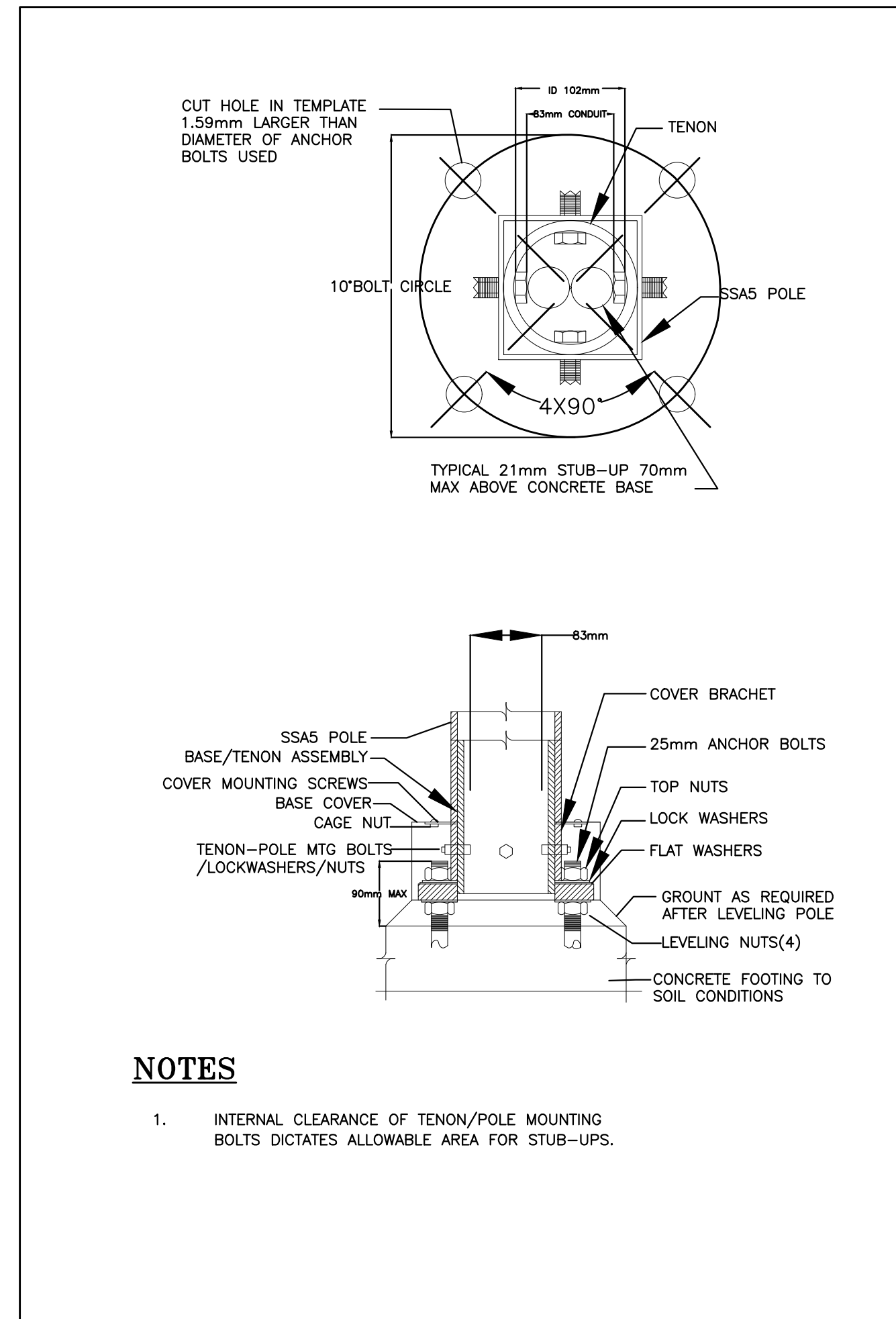
Site Plan Analysis

Project number	19-001
Date	OCT 30, 2019
Drawn by	A.N
Checked by	F.C



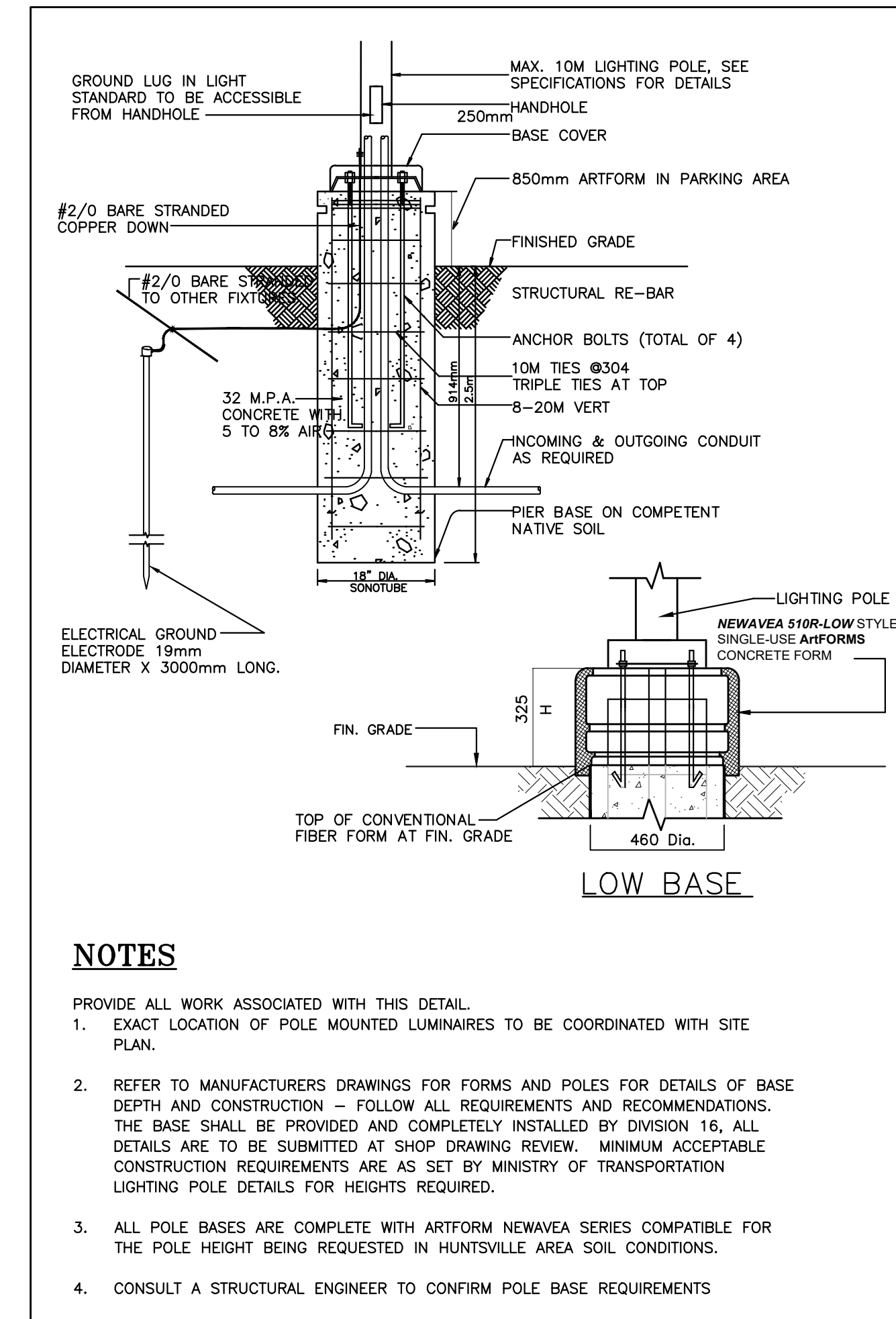
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2 TYPICAL ANCHOR BOLTS/BASE COVER DETAILS

E-2.2 SCALE=N.T.S.



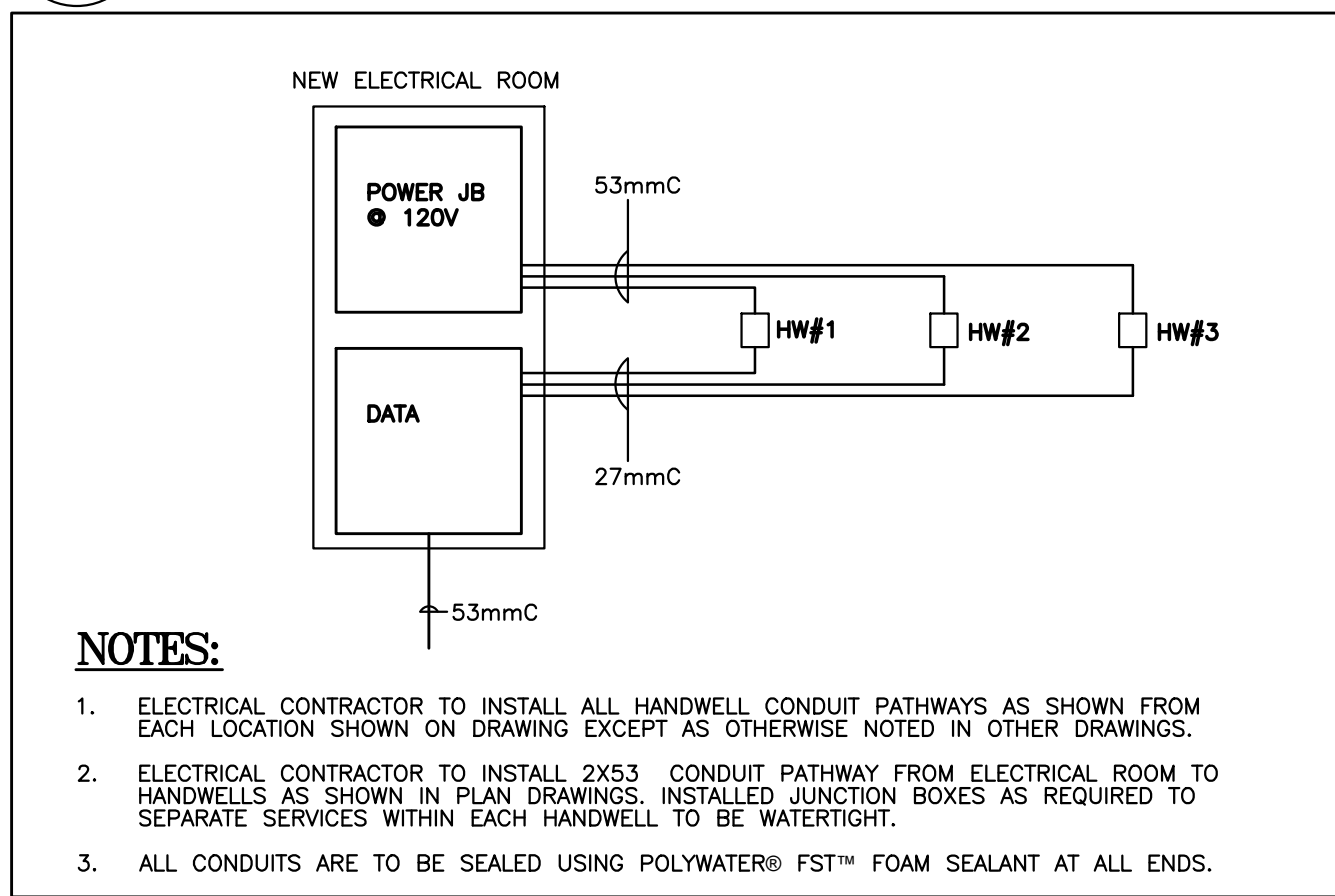
3 TYPICAL LIGHT POLE DETAIL

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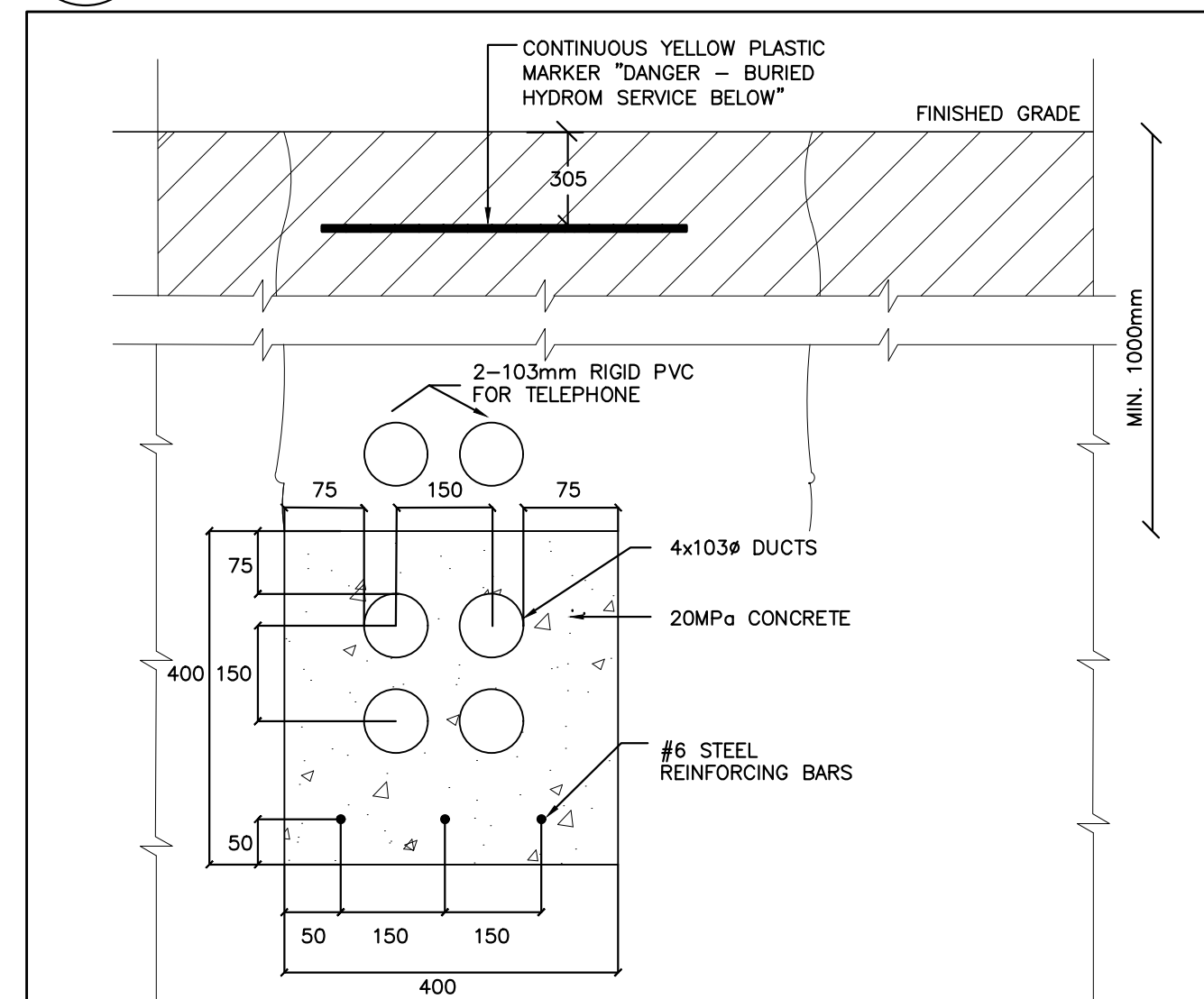
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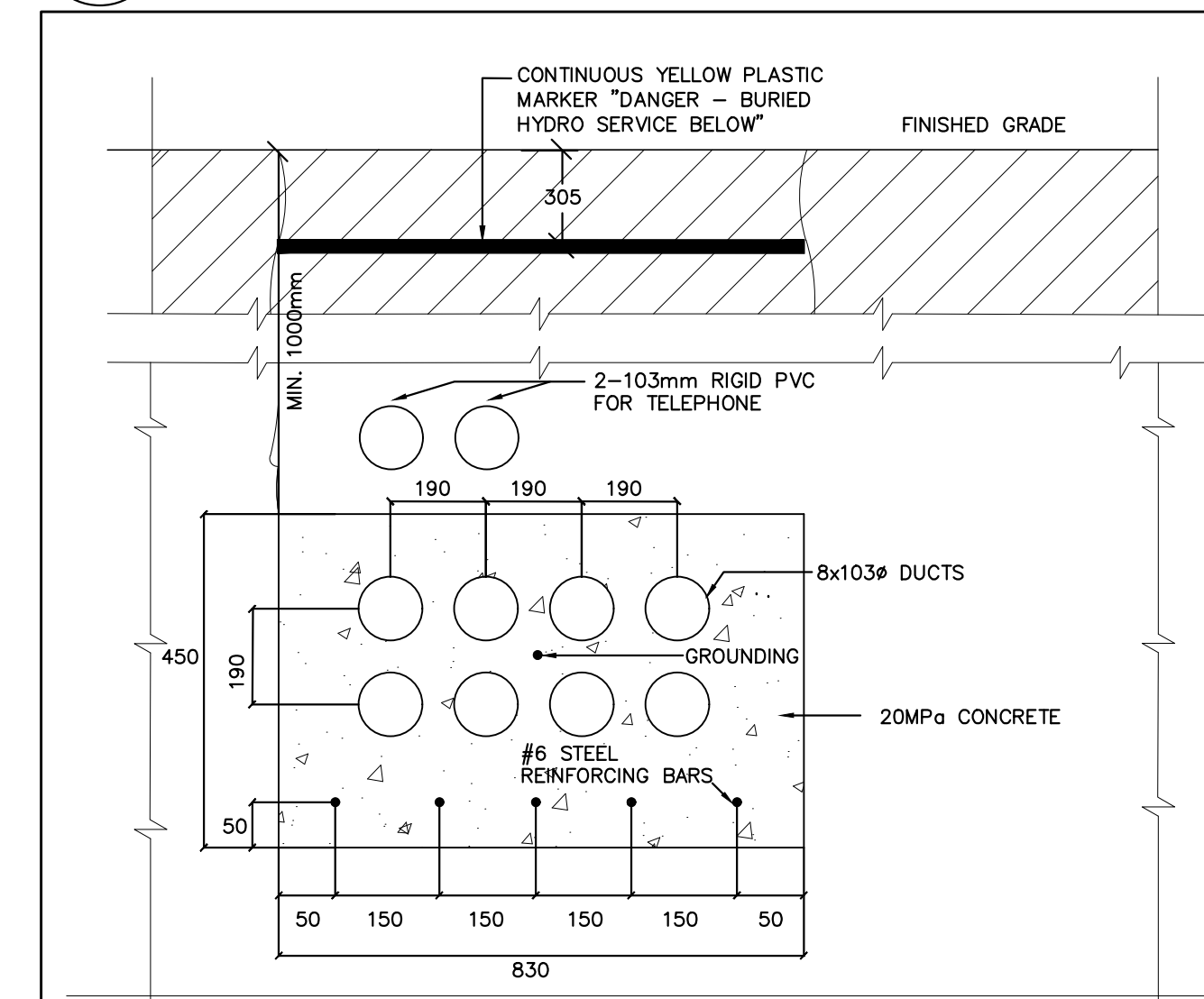
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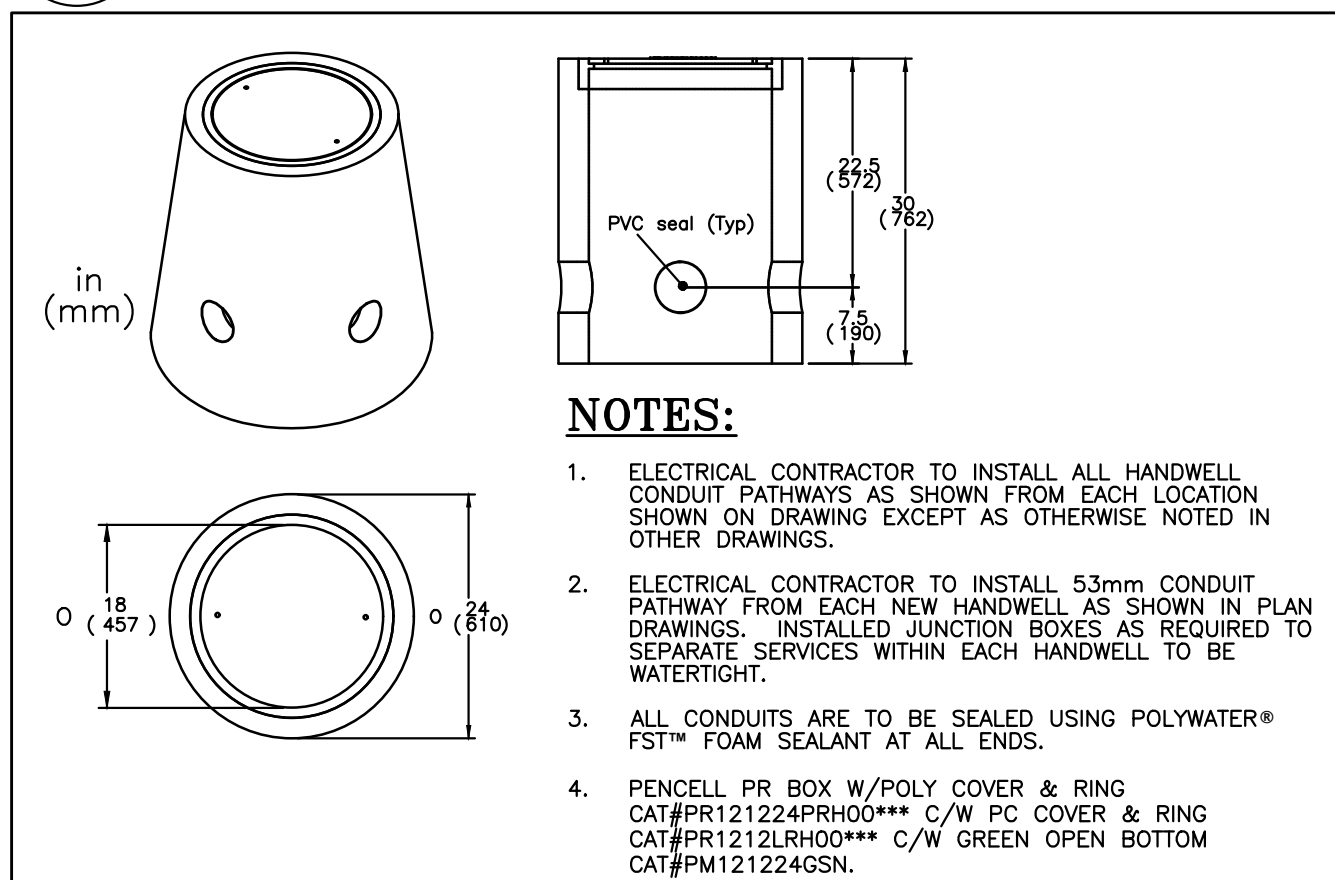
7 PRIMARY DUCTBANK DETAIL

E-2.2 SCALE=N.T.S.



8 SECONDARY DUCTBANK DETAIL

E-2.2 SCALE=N.T.S.



6 TYPICAL HANDWELL DETAIL

E-2.2 SCALE=N.T.S.

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 Dec. 5, 2019
 F. SANTIA
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 PROVINCE OF ONTARIO

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Temiskaming Lodge LTC
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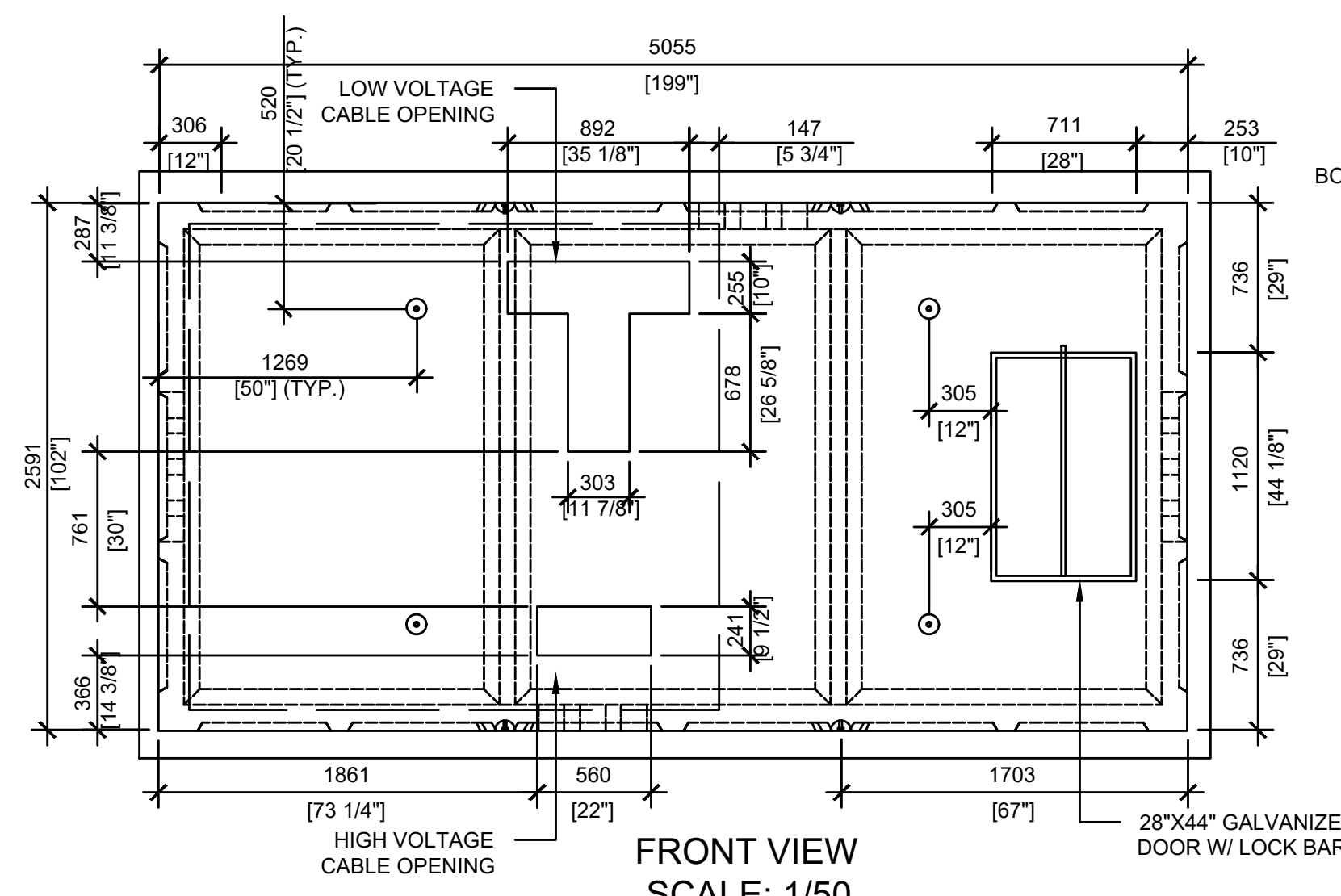
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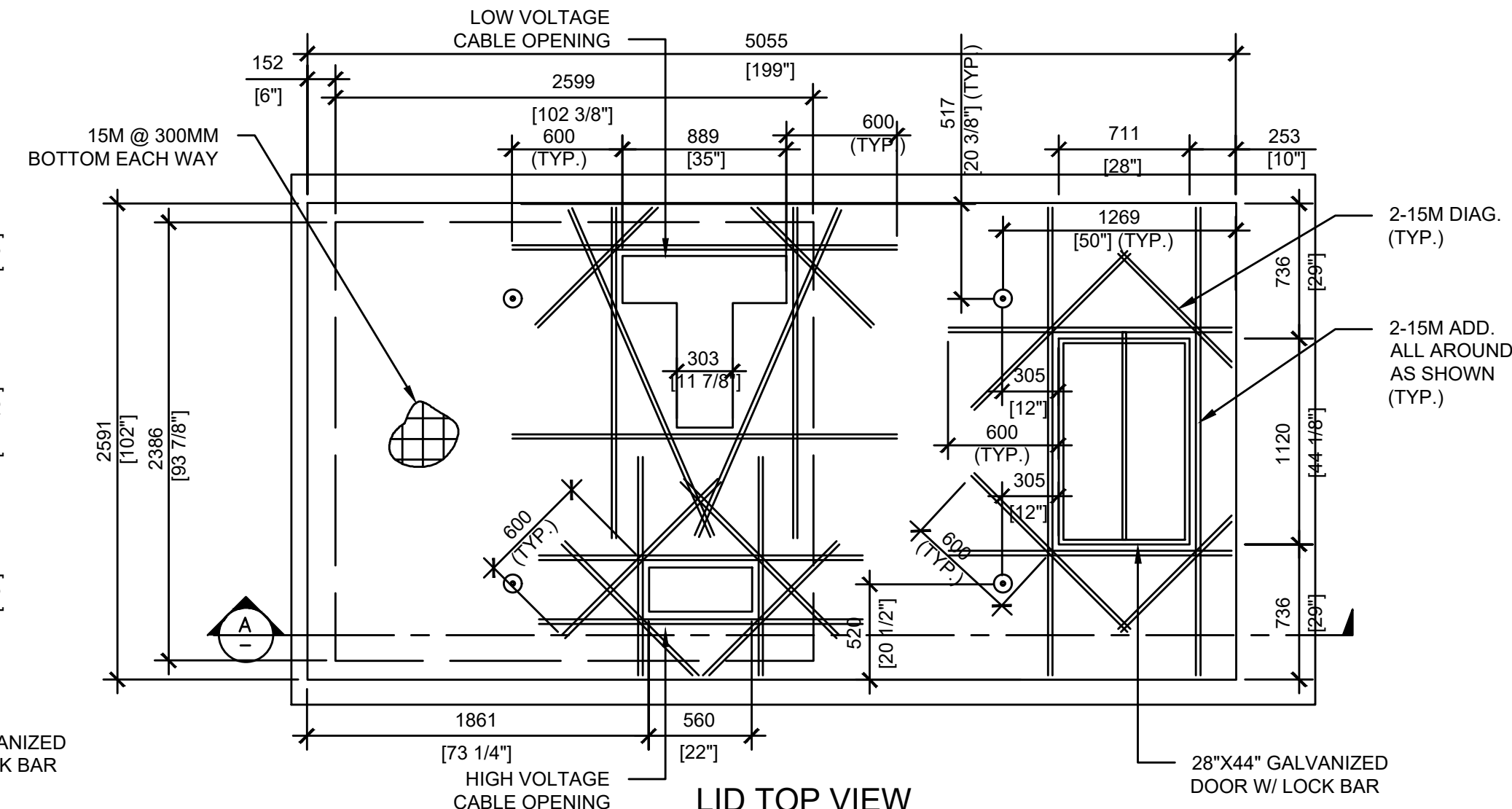
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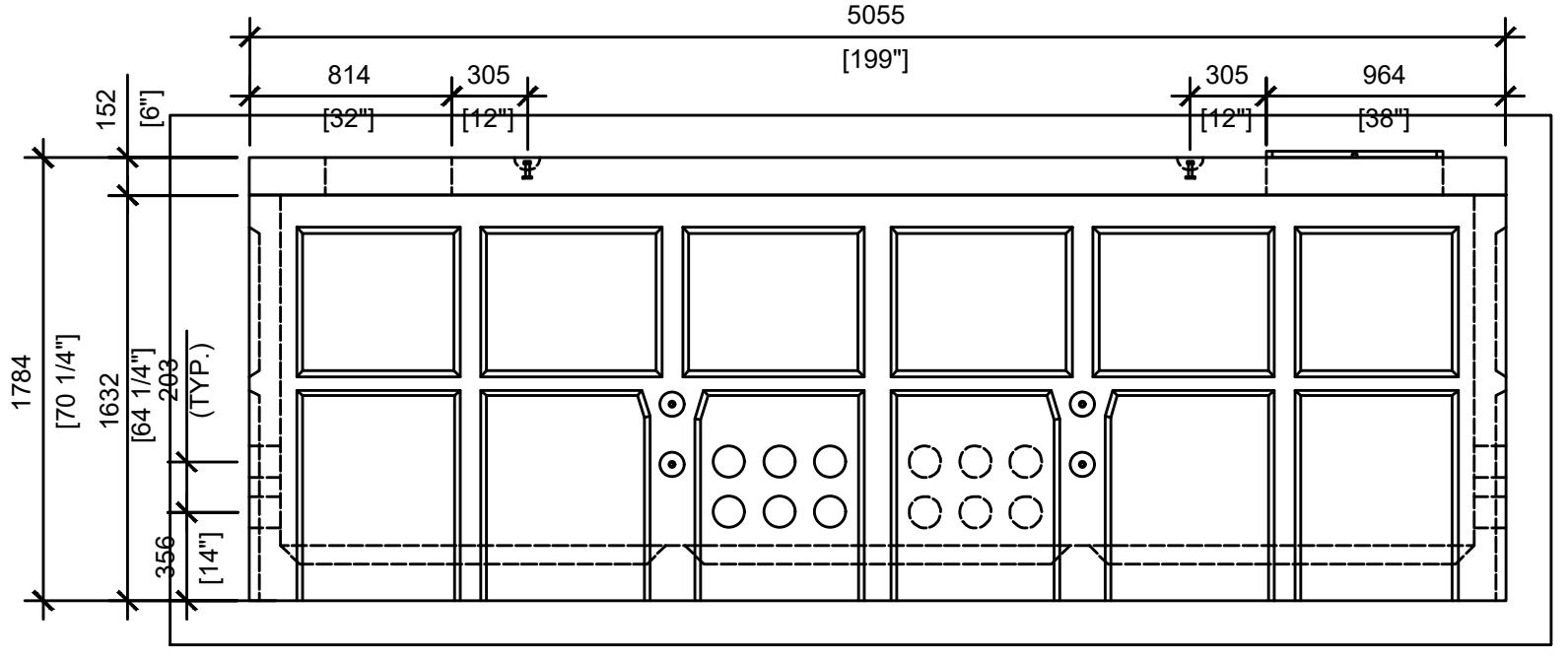
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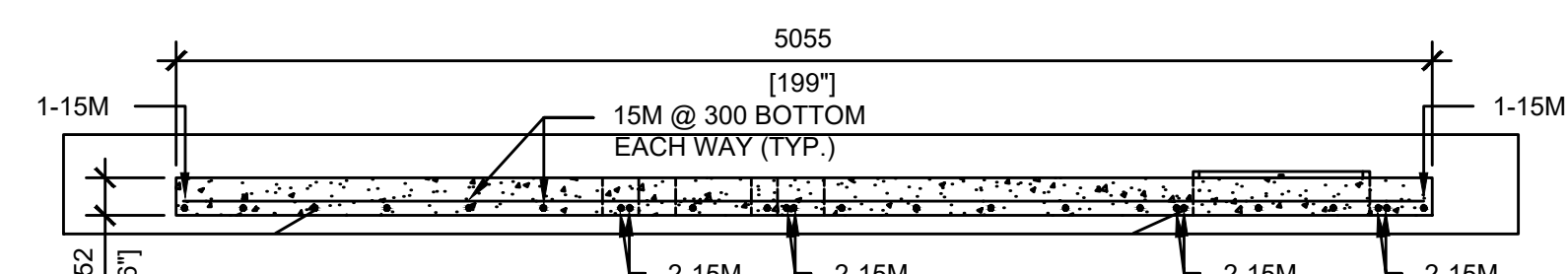
FRONT VIEW
SCALE: 1/50



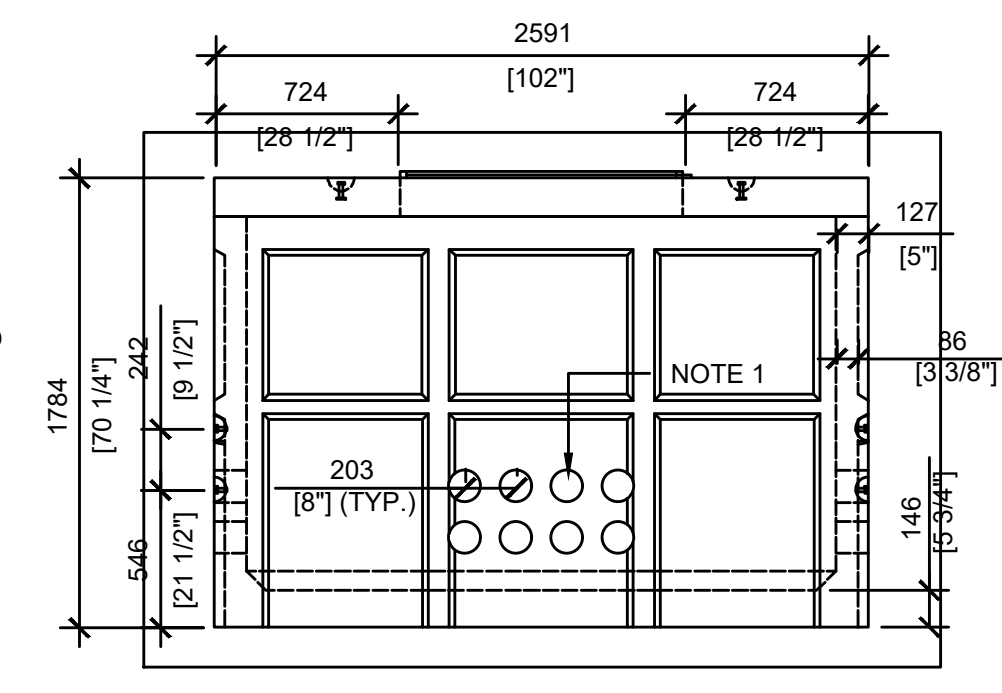
LID TOP VIEW
SCALE: 1/50



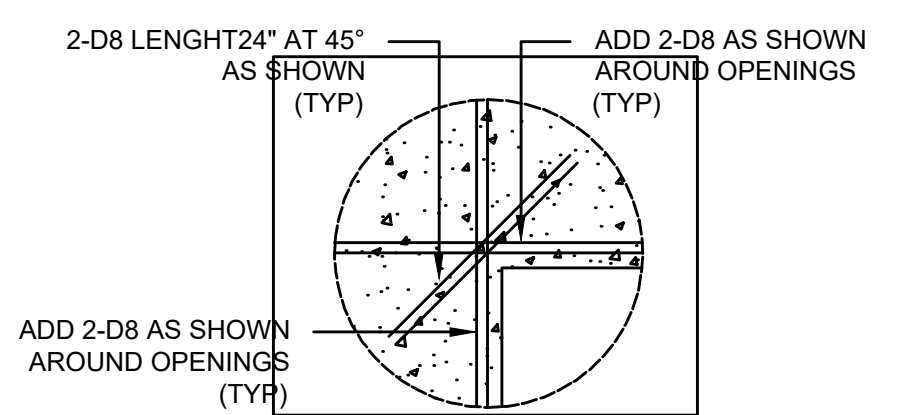
FRONT VIEW
SCALE: 1/50



SECTION A
SCALE: 1/50



RIGHT VIEW
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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**Temiskaming
Lodge LTC**
Drive In Theatre Road, ON

Site Plan Details

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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.
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Date Submitted:
February 6th, 2020

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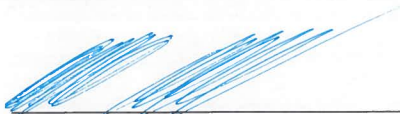
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Date Submitted:
February 6th, 2020

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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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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:

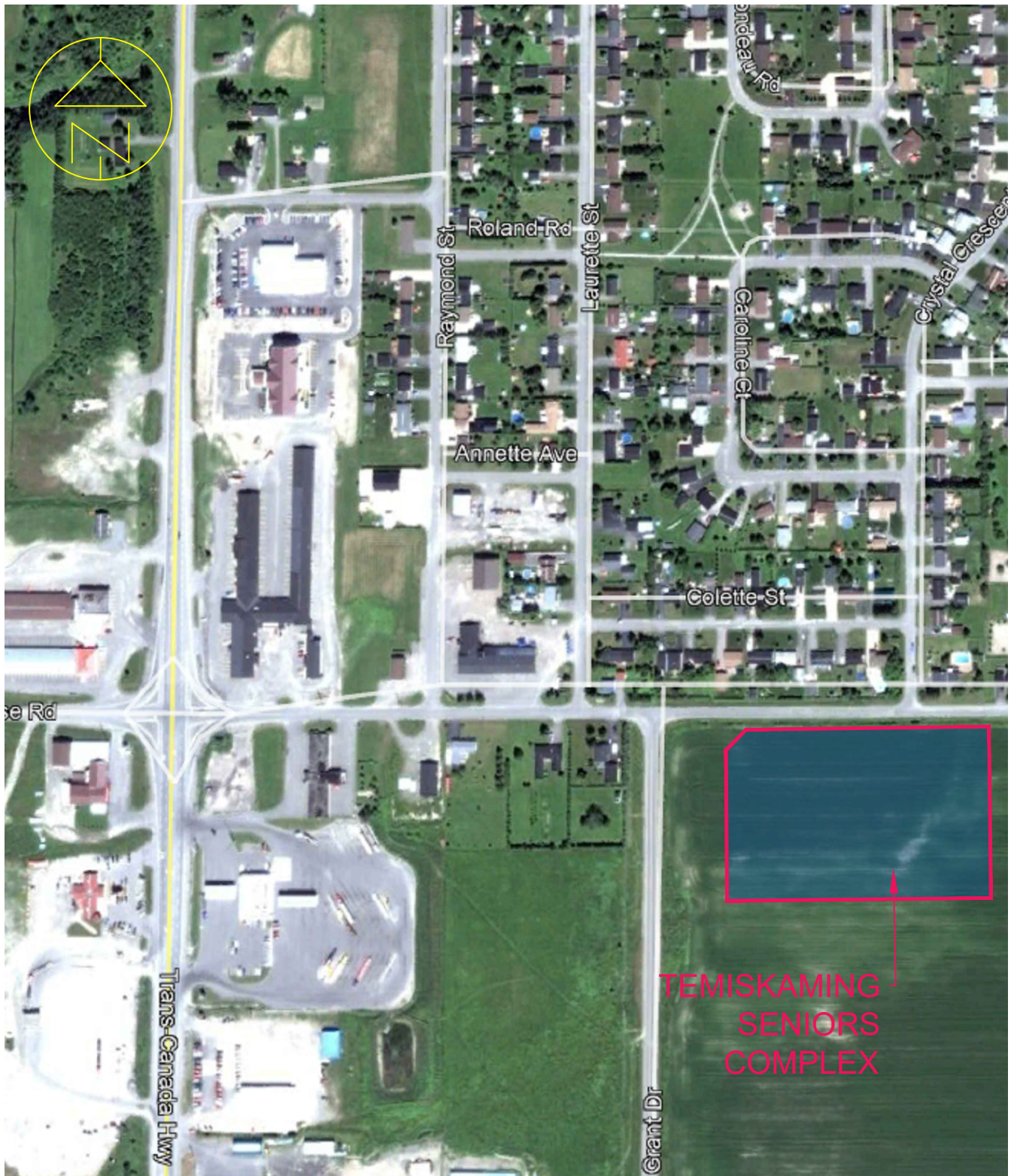
- The allowable capture rate from the proposed site was calculated based on a runoff coefficient of 0.20 and a time of concentration of 37.93 minutes for a 100-year storm event. The allowable release rate was calculated to be 104.3 L/sec. Runoff in excess of this will be detained onsite for up to the 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

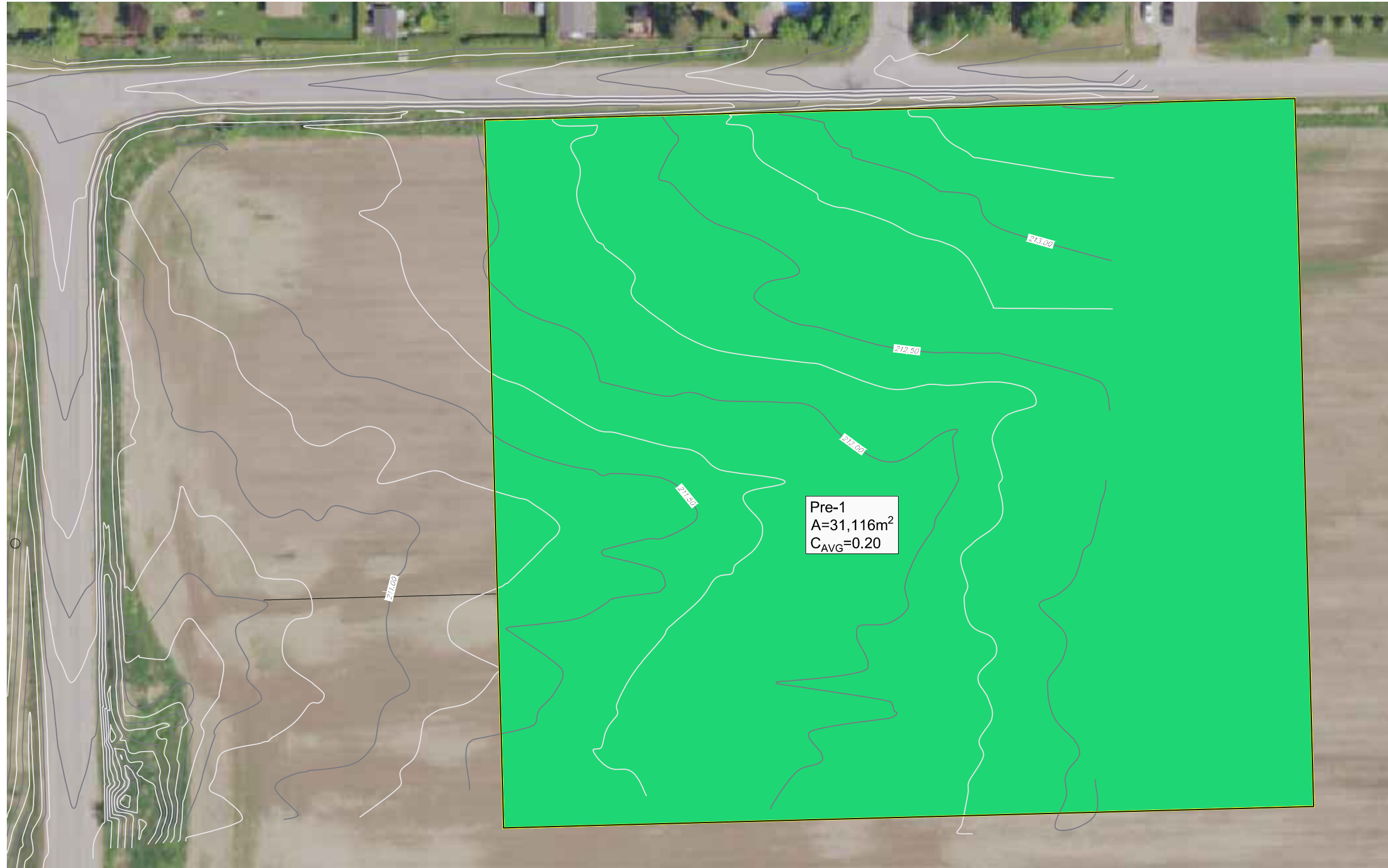


DRAWING TITLE
SITE LOCATION PLAN

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



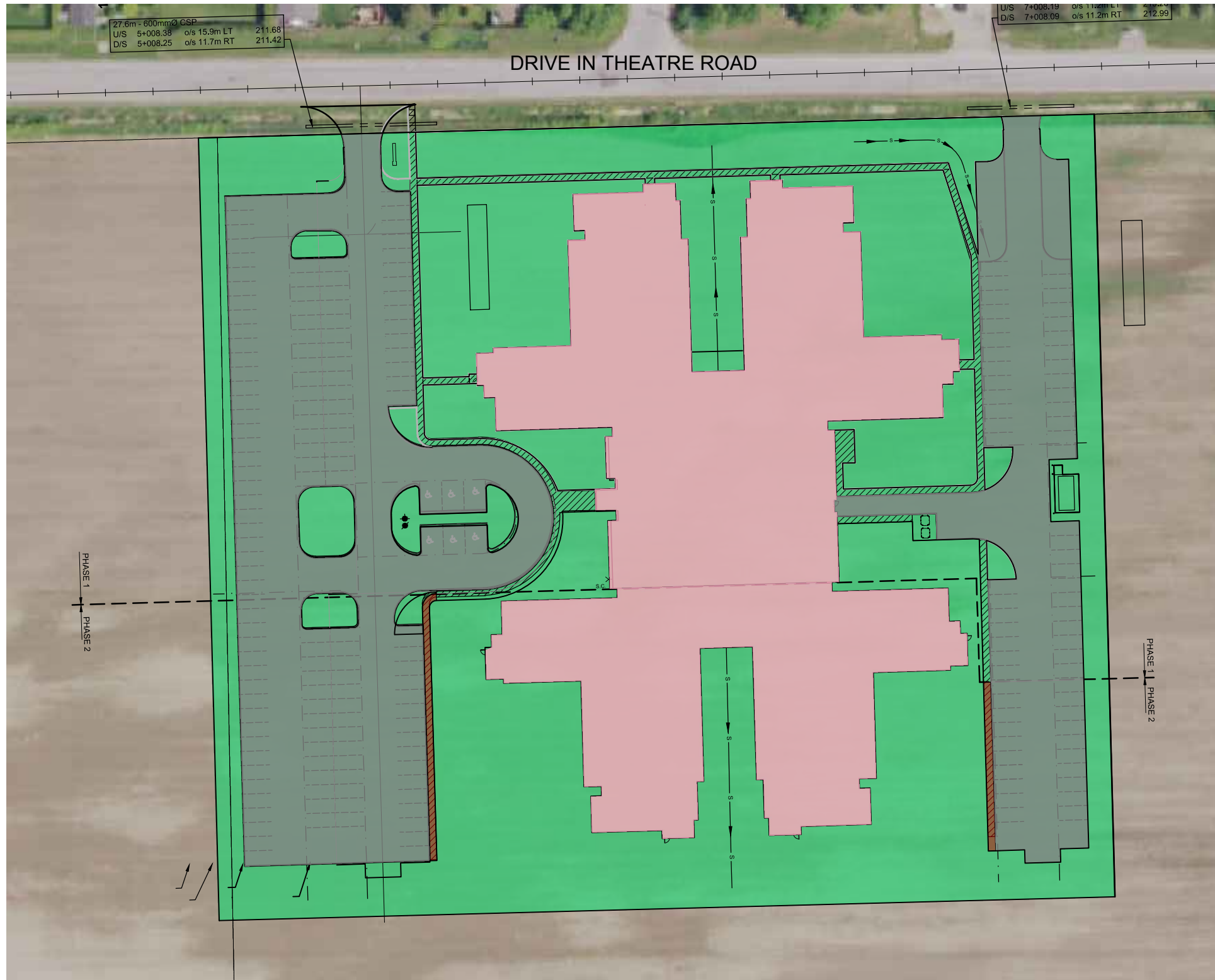
PROJECT TITLE
TEMISKAMING SENIORS COMPLEX

CLIENT
JARLETTE HEALTH SERVICES

DRAWING TITLE
**PRE-DEVELOPMENT
 CATCHMENT AREAS**

SCALE NTS	DRAWN AEM
JOB No. NWL-01801050	DRAWING No. FIG. 2

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	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
310 Whitewood Ave. W.
New Liskeard, ON P0J 1P0
Canada

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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 = 7.0 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. 2020-027

Being a by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario related to funding provided by the Province under the Dedicated Gas Tax Funds for Public Transportation Program - 2020

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

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

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

And whereas Council considered correspondence from the Honourable Caroline Mulroney Minister of Transportation at the March 24, 2020 Regular Council meeting outlining that the City of Temiskaming Shores will be eligible to receive an allocation of \$136,937 under the Dedicated Gas Tax Funds for Public Transportation Program for 2020 and directed staff to prepare the necessary by-law and agreement for the acceptance of the funds for consideration at the February 5, 2019 Regular Council meeting;

And whereas the City of Temiskaming Shores provides a public transit service that includes service to, and receives financial contribution from the Town of Cobalt and the City of Temiskaming Shores will continue to act as the host for this joint service;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into a funding agreement with the Minister of Transportation of Ontario under the Dedicated Gas Tax Funds for Public Transportation Program.

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

1. That the Mayor and Treasurer are hereby authorized to enter into a funding agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation of Ontario under the Dedicated Gas Tax Funds for Public Transportation Program in the amount of \$136,937 for 2020 in accordance with and subject to the terms set out in the Letter of Agreement and the

guidelines and requirements, attached hereto as Schedule "A" and forming part of this By-law.

Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2020-027

Agreement between

The Corporation of the City of Temiskaming Shores

and

Minister of Transportation of Ontario

Funding provided under the Dedicated Gas Tax
Funds for Public Transportation Program

Ministry of
Transportation

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

Ministère des
Transports

Bureau de la ministre

777, rue Bay, 5^e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports



MAR 12 2020

Mayor Carman Kidd
City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury ON P0J 1K0

Dear Mayor Kidd:

RE: Dedicated Gas Tax Funds for Public Transportation Program

This Letter of Agreement between the **City of Temiskaming Shores** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2019/2020 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$136,937** ("the "Maximum Funds") in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.
2. Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$102,703**; and any remaining payment(s) will be provided thereafter.
3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas

tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.

4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2019/2020 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.
9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.
12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.

14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print it, secure the required signatures for it, and then return a fully signed copy, in pdf format, to the following email account:

MTO-PGT@ontario.ca

Sincerely,



Caroline Mulroney
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

Municipality

Date

Name (print):
Title (head of council or
authorized delegate):

I have authority to bind the Municipality.

Date:

Name (print):
Title (clerk or authorized delegate):

I have authority to bind the Municipality.

The Corporation of the City of Temiskaming Shores

By-law No. 2020-028

**Being a by-law to enter into an agreement with Cubex Limit
for the purchase of a 2014 Peterbilt Road Spray Patcher for
the City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report No. PW-008-2020 at the March 24, 2020 Special Council meeting and directed staff to prepare the necessary by-law to enter into an agreement for the purchase of a 2014 Schwarze, Truck Mounted, RP6 Spray Patcher, from CUBEX Limited at a cost of \$258,000.00 plus applicable taxes for consideration at the March 24, 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. That Council authorizes the entering into an agreement with CUBEX Limited for the purchase of a 2014 Schwarze, Truck Mounted, RP6 Spray Patcher, from CUBEX Limited at a cost of \$258,000.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2020-028

Agreement between

The Corporation of the City of Temiskaming Shores

and

Cubex Limited

for a 2014 Schwarze truck mounted RP6 Spray Patcher

This agreement made in duplicate this 24th day of March 2020.

Between:

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

And:

Cubex Limited
(hereinafter called “the Supplier”)

Witnesseth:

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

Article I:

The Supplier will do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto Appendix 01.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the acquisition of the Spray Patcher **Two Hundred and Fifty-Eight Dollars and Zero Cents (\$258,000.00)** as provided in the Form of Agreement.
- b) Make payment on account thereof upon delivery and training of the said Spray Patcher and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

The Supplier:

The Owner:

Cubex Limited
189 Garden Avenue
Brantford, Ontario
N3S 0A7

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

Remainder of page left blank intentionally

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

Signed and Sealed in)
the presence of)

Supplier's Seal)

Cubex Limited

Supplier - Signature

Witness - Signature

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2020-028

Form of Agreement



CUBEX LIMITED

189 Garden Avenue
Brantford, Ontario
N3S 0A7 Ph: 519-770-0216

Quote

Information	
Quote No:	Demo Patcher
Quote Date:	March 6th, 2020
Page #:	1 of 1

Quoted To
Temiskaming Shores 325 Farr Drive P.O. Box 2050 Haileybury, Ontario 705-647-6220

Ship To
same as.

Cust. No.	Invoice #	Sales Representative	Customer Contact	Ship Via	Terms
310005		Ty Goldin	Mitch	road transport	P.O. & net 30

ITEM #	DESCRIPTION	Order Qty.	Ship Qty	List price	Sale Price
Demo Unit	2015 Schwarze RP6 Road Patcher	1	-	\$ 258,000.00	\$ 258,000.00
	Mounted on 2014 Peterbilt T220 Chassis		-		
	Miles 11,605		-		
	33,000 GVWR		-		
	Paccar engine (Tier 4 Hwy)		-		
	Allison Auto trans		-		
	Leaf Spring suspension		-		
	VIN # 3BPPHM7X0FF590647		-		
	Schwarze Road Patcher RP6		-		
	Serial # 14RPO006309 / RP6		-		
	Build date Sept / 2014		-		
	Standard features		-		
	vane feeder, meters rock into the air stream		-		
	consistent aggregate placement and even emulsion coating		-		
	92% compaction rate when injected into he hole		-		
	7" LCD heads up display screen		-		
	full function proportional joystick		-		
	boom, blower, rock, emulsion		-		
	300 Gallon Aux tank		-		
	2 - 1/2 rubber lined blower		-		
	tilting nozzle for better blast and function		-		
	front mounted corner broom for greater visibility		-		
	freight included in the price		-		

HST No. 101222875	Subtotal	\$ 258,000.00
Business No. 101222875 RM0001	Discounts/Trade In	
Customer Signature	Total	\$ 258,000.00
	HST	\$ 29,154.00
A Service Charge of 2% per month (24% per annum) will be charged on accounts over 30 days	Quote Total	\$ 287,154.00

Notes: Warranty. 1 year warranty on Schwarze Patcher body. 90 day warranty on Chassis. Delivery of unit to from Cubex Calgary to customer to be 30 days or less.	Customer Copy
---	---------------



2014 SCHWARZE RP6 Road Patcher

- Mounted on 2014 Peterbilt T220 Chassis
- ISUZU 4 CYL Turbo Charged Diesel AUX Engine
- Dealer Owned & Maintained
- 300 Gallon Emulsion Tank Storage
- 6.5 cubic-yard hopper- holds enough aggregate for a days' work.



- All controls are in cab for operator safety and ergonomics.
- One Man Road Patching Operation- Clean, Tack, Fill & Compact, & Dry Coat!

- LED Lights

- KM: 11,605

- Hours: 73

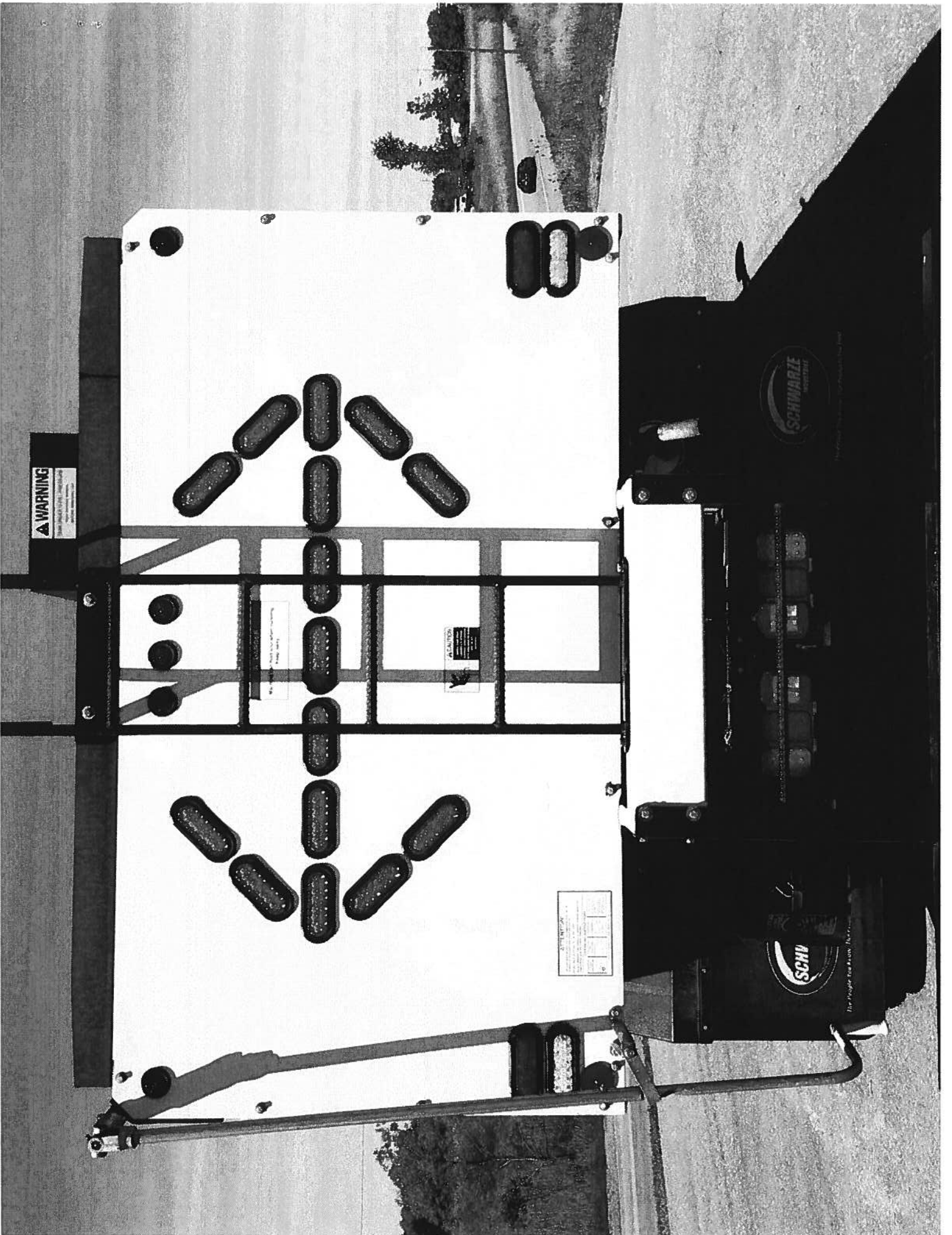
CHASSIS - CAB
 MANUFACTURED BY
PACCAR
 MEXICO S.A. DE C.V.
 DATE OF MFG
 05/2014
 IDENTIFICATION NO.
 3BPPHM7X0FF590647
 I. THIS CHASSIS-CAB

SCHWARZE INDUSTRIES
 1055 Jordan Rd.
 Huntsville, AL 35811
 Serial No./ Model No. 14RP0006309 / RP6
 Mfg. Date 9/14 Job No. 3416107
 22475



FULLY MAINTAINED BY DEALER & READY TO WORK

Cubex Limited | 1.877.GO.CUBEX | www.Cubexltd.com



WARNING
Do not touch the TMA when the truck is moving.

Do not touch the TMA when the truck is moving.

CAUTION
Do not touch the TMA when the truck is moving.

Model: TMA-100
Capacity: 10,000 lbs
Weight: 1,200 lbs
Dimensions: 10' x 8' x 4'

SCHWANNE
ATTENUATOR

SCHWANNE
The Freight Truck & Van Attenuator



The People You Know. The Products You Trust.



Roadpatcher™

Covers 170+ Square Feet - Allows Immediate Traffic Flow



Cleans - Dust and debris is blown from the pothole by a high velocity blower. A nozzle tilt allows for more efficient movement of rock when cleaning the repair and reduces rock bounce.

Tacks - Asphalt emulsion is sprayed to seal the surface and create a binder for the repair.

Fills and Compacts - Asphalt emulsion and aggregate are combined to create a high quality and durable high density repair. With a 95% compaction rate based on the Strategic Highway Initiative Testing without the use of compactors .

Dry coats - The repair is topped off with aggregate to allow immediate traffic on the new surface. Has more consistent flow of aggregate than other systems. The operator can switch between 2 conveyor speeds for dry coating or skin patches

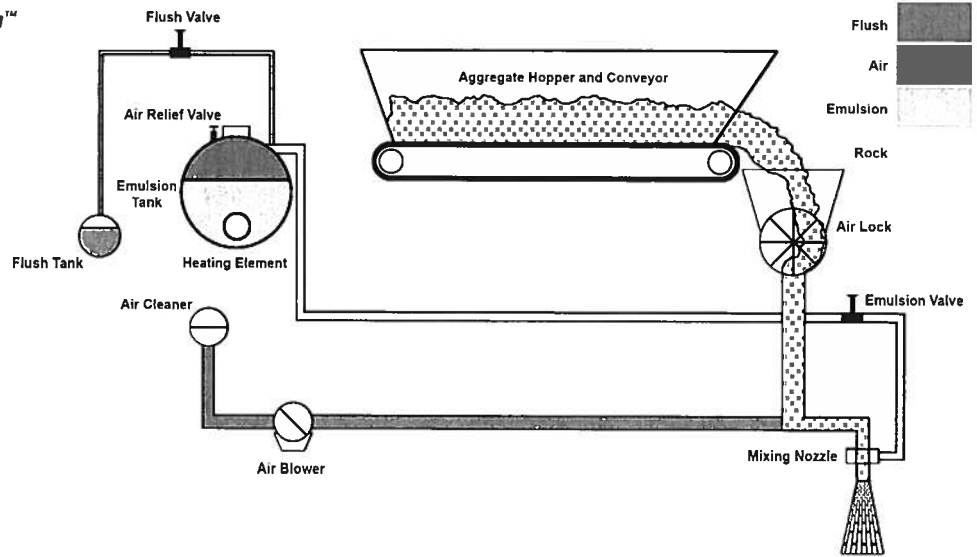
Safety -The Operator is located in the cab eliminating being exposed to traffic and reducing the risk of potential personal injury.

Quality	Performance	Public Safety	Value	Customer Support

800.879.7933

www.schwarze.com

Roadpatcher™



Model shown with optional equipment. Design and specifications subject to change without notice. Specifications may vary depending on chassis type.

Chassis

Mounts on various cabover chassis to meet requirements

Instrumentation

Patcher Tachometer, hourmeter, voltmeter, temperature gauge, oil pressure gauge

Standard Engine

Model / Type 404FE22T
Aspiration Turbo Charged Diesel
Manufacturer Perkins
Displacement 2.2L (134.24 cu. in.)
Torque 121.8 LB-FT @ 2200 RPM
Air Cleaner Donaldson, Dry-Type with restriction indicator.
Oil Filter Full-Flow, Spin-On
Compression Ratio 21.5 to 1
Alternator 35 Amp
Safety Shutdown Three-point automatic
Throttle Control Electronic

Blower System

Type Lobe-Type Air Blower
Drive Direct Drive
Output 435 CFM
Dimensions 4" x 6" (102mm x 152.4mm)

Aggregate Delivery Hose

Type Rubber lined, spiral reinforced, non-kinking hose
Inner Diameter 2 1/2" (63mm)

Aggregate Hopper Body

Capacity 6.5 cu yd. (4.6 cubic meters)
Fill Opening Length 9' 10"
Fill Opening Width 6' 10"
Aggregate Conveyance Construction Rubber Conveyor 10 Gauge Steel

Emulsion Storage & Delivery

Emulsion Capacity 300 gallons
Delivery System Pressure 70 PSI
Heating Element 110 volt, 2,000 watt
Flush Tank Capacity 30 gallon

Paint

One coat of sealer / primer and two coats of DuPont Imron Elite polyurethane in standard white color

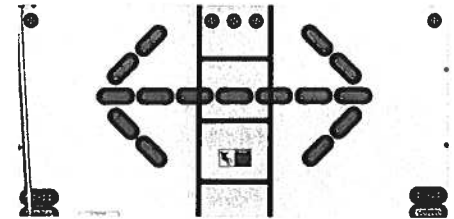
Optional Equipment

400 Gallon Emulsion Tank
 Boom, with nozzle tilt
 Aggregate Heater
 Emulsion Tank Volume Gauge
 LED Strobe, Cab
 LED Barlight, Cab
 LED Floodlights

Warranty

The Roadpatcher™ road patching system is guaranteed to be free from defects due to faulty materials and / or workmanship for a period of 12 months, or 1200 hours. Liability is limited to replacement of defective parts at factory or authorized dealer. The standard warranties of the chassis and Auxiliary engine manufacturer shall apply.

NOTE: Specifications are subject to change without notice



MADE IN THE USA

Affiliates:



© 2019 Schwarze Industries
 1055 Jordan Road
 Huntsville, AL 35811
 800.879.7933
 An Alamo-Group Company



The Corporation of the City of Temiskaming Shores

By-law No. 2020-029

Being a by-law to authorize the entering into a lease agreement with Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre (Rooms 223, 225 and 227)

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

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

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

Whereas Council considered Administrative Report CS-009-2020 at the March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year lease agreement with Dr. Phillip J. Smith for the rental of 350 ft² of office space at the Haileybury Medical Center and to apply an rental rate increase of 2% per annum for consideration at the March 24, 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. That the Mayor and Clerk be authorized to enter into an Agreement with Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2020-029

Agreement between

The Corporation of the City of Temiskaming Shores

and

Dr. Phillip J. Smith

for the rental of space at the
Haileybury Medical Center

Lease Agreement

between:

The Corporation of the City of Temiskaming Shores

and:

Dr. Phillip J. Smith

Lease

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

This Lease made this 24th day of March, 2020.

Between:

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

And:

Dr. Phillip J. Smith
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the **upper level** in the Landlord's Building containing a rentable area of Three Hundred and Twelve square feet (312 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

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

3. Term

To hold the premises for a term commencing on the 1st day of April, 2020 and ending on the 31st day of March, 2023.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **three hundred seventy dollar and thirty-six cents (\$370.36)** per month plus HST, which represents a lease rate of **\$14.24/ft²/year**. Rent will be increased two percent (2%) annually for the duration of the term.

Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant’s Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience

- to the Tenant, given the private and confidential nature of the profession of the Tenant;
- g) Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
 - h) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
 - i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
 - j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) Electricity and water** - to pay for the electricity and water supplied to the premises;

- e) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;
- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

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

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and

covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

h) Right of re-entry - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;

i) Right of termination by the Tenant

The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of three months rent in lieu of notice.

j) Right of termination by the Landlord

On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

k) Non-waiver - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.

l) Over-holding - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.

m) Arbitration - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons,

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

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

deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

9. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

Remainder of page left blank intentionally

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

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Temiskaming Shores

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

Dr. Phillip J. Smith

Date

Dr. Phillip J. Smith

Date

Witness
Name: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2020-030

**Being a by-law to enter into an agreement with
STREETSCAN Canada ULC to perform a Roads
Assessment for the City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report No. PW-010-2020 at the March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement with StreetScan Canada ULC for the completion of the Roads Assessment Survey and Data Collection for all bituminous treated roads in Temiskaming Shores in 2020 as well as access to Streetlogix software for consideration at the March 24, 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. That Council authorizes the entering into an agreement with StreetScan Canada ULC for the completion of the Roads Assessment Survey and Data Collection for all bituminous treated roads in Temiskaming Shores in 2020 as well as access to Streetlogix software, 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.

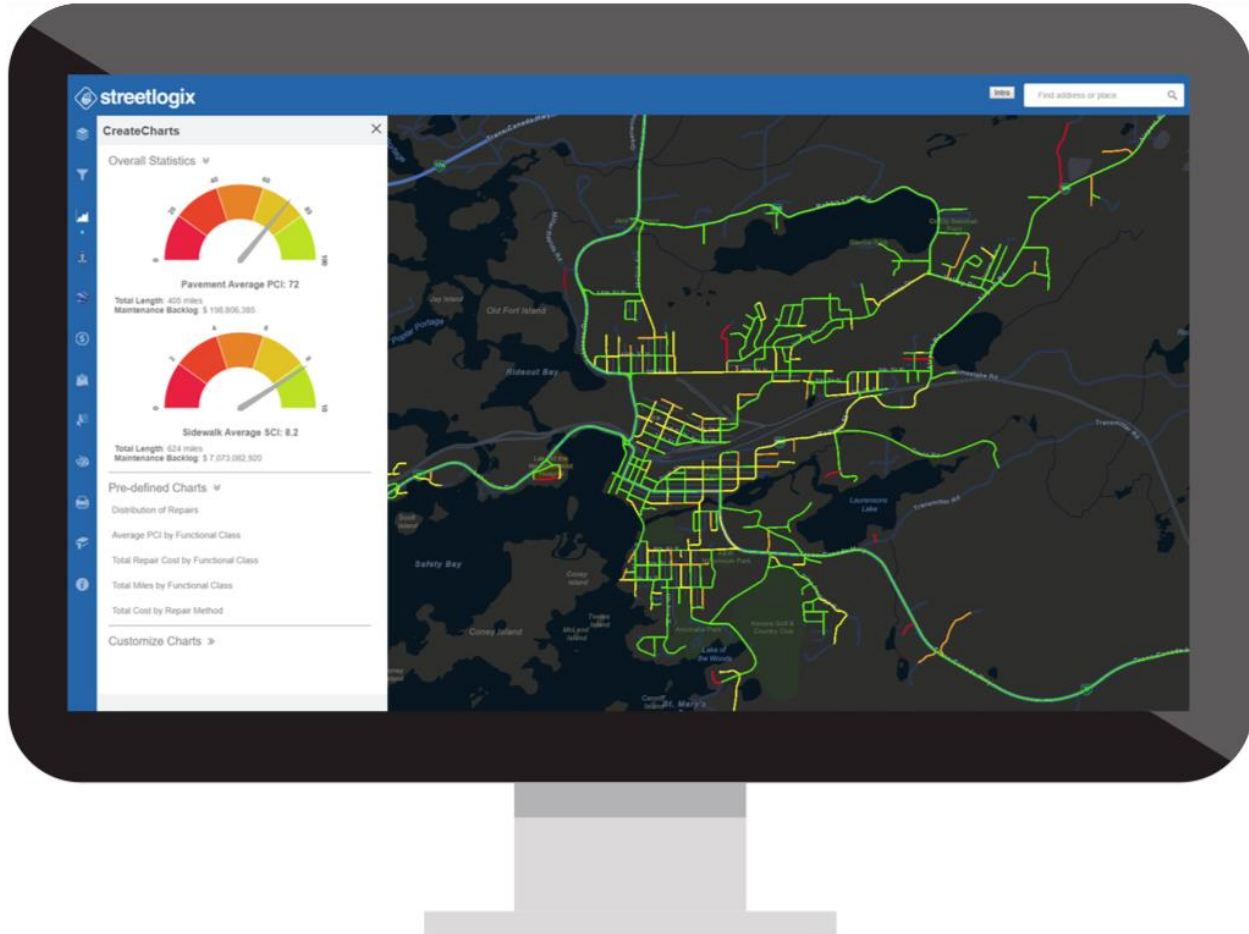
Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2020-030



Road Assessment Service Proposal

(Update of 2017 Road Scan)

Temiskaming Shores, Ontario

December 20, 2019

Proposal for Temiskaming Shores, Ontario

Prepared for:

**Doug Walsh, Director of Public Works
City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050,
Haileybury, ON P0J 1K0**

Prepared by:

StreetScan Canada ULC
Michelle Hjort
Michelle.hjort@streetscan.com

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Road and Sidewalk Assessment Service Proposal
City of Temiskaming Shores

December 20, 2019

Doug Walsh, Director of Public Works
City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050,
Haileybury, ON P0J 1K0

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network through an abundance of data collected via multiple vehicle-mounted sensors allows your staff to properly allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing vehicle and online web-based app.

Our service offering includes:

- Data Collection: vehicle survey of paved lane km.
- Data Processing of pavement condition and assets.
- Data Visualization: pavement monitoring system including Pavement Condition Index (PCI) Report – integrated into your existing GIS or optional cloud-based access.
- Pavement Management Plan: maintenance and budget options, suggestions and scenarios; optional cloud-based access with robust interactive planning and budgeting tools.

Also available (see Appendices for more details):

- 360° imagery Viewer
- Optional asset extractions including pavement markings, traffic signs, utility assets, street lighting, sidewalks, curbs, trees, etc.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates, and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,



Michelle Hjort
Director, Business Development – Canada

1. ABOUT STREETSCAN

At StreetScan, we come to work each day because we want to solve our clients' biggest problems when it comes to monitoring their street assets. We have a Smart City Mobile Sensing Service Offering targeted at providing clients with an intelligent, objective and affordable way to manage those assets.

Throughout the history of business, people have used data to make more informed decisions. StreetScan enables exactly this for our municipal clients.

Municipalities no longer have to send inspectors into the field for pavement surveys. Now, they can leverage the power of data to improve their decision-making abilities.

This all came about as a result of a 2009 groundbreaking project at Northeastern University that received more than \$18 million in funding over a 5-year period. This stamp of approval was due to the power of the project to end localized pavement inspections and enable continuous network-wide health monitoring of roadways.

What kind of technology made this possible? Versatile Onboard Traffic Embedded Roaming Sensors (VOTERS). A framework, prototype and blueprint were successfully designed and developed, and in 2015, StreetScan was launched as a spin-off of the project. It is our comprehensive, advanced hardware and software turn-key solution that distinguishes us from the competition. More importantly, it provides street asset monitoring at a reasonable cost for our clients.

2017 saw the emergence of our current Smart City Service Offering and we have combined this service with our pavement management offering. Clients save time, money and no longer require additional field surveys. Our ScanCars can enable municipalities and other clients to extract and monitor critical assets such as pavement condition, traffic signage, pavement markings, streetlights and other transportation infrastructure assets.

We embrace progress. In 2018, StreetScan launched Streetlogix. This extensively customizable, web-based GIS asset management software has changed the landscape for municipalities. Municipalities can now optimize their budget within a user-friendly GIS environment. The system provides objective information on the current state of their infrastructure and makes maintenance and repair recommendations, including the prioritization of roadway projects. Using unprecedented data visualization and budget optimization tools, our clients have been creating defensible data-driven Capital Improvement Plans while successfully justifying their budgeting requests.

The most important thing you need to know about StreetScan is our data-driven approach. It will change the way you monitor your street assets – for the better and for the future.



Powered by AI

2. ABOUT LAS



Local Authority Services (LAS) was created in 1992 by the Association of Municipalities of Ontario (AMO). LAS is a preferred provider of competitively-priced and sustainable business services for Ontario municipalities and the broader public sector, helping its customers “save money, make money, and build capacity.”

LAS ROADS ASSESSMENT SERVICE

Roughly one third of Ontario’s municipal roads network is in poor to very poor condition, and facing a \$30 Billion funding shortfall over the next 10 years. LAS offers a better way to assess your roads network through an automated pavement inspection and management service.

The Roads Assessment Service includes:

- Advanced mobile sensing and road condition data gathering
- Data handling, processing, algorithms and analysis
- Customizable data analysis software and visualization in a secure web-based GIS application

Pavement management engine for repair and maintenance decision making:

3. OUR TEAM



Michelle Hjort, Director of Business Development- Canada – Michelle has extensive experience in working with municipalities to coordinate infrastructure and asset management initiatives providing project management support and liaising between operations and municipal stakeholders. She is skilled at providing effective communication with and between staff, councils and citizens to understand new technologies and to quantify the benefits and value of the project. Her experience includes working with over sixty Ontario Municipalities to complete their LED street light conversions.



Dan Kirkby, P.E. – Director of Operations – As the Director of Operations at StreetScan, Dan provides project management, leads the daily operational management of field and office staff and provides geotechnical support for route creation, results publishing and end-user training on software functionality. Dan coordinates the technical team and operations team and manages project scheduling. He received his BSc in Civil Engineering from Western University in 2002 and his MEng in Geomatics Engineering from the University of New Brunswick in 2011. Over the last 15 years, Dan has worked in various engineering and project management positions in the private sector as well as while serving nine years in the Canadian Forces as an Army Engineering Officer.



Salar (Sal) Shahini Shamsabadi – GIS Director and Data Scientist – Sal works on integrating and leveraging information from large geospatial datasets for developing asset management, sensor fusion and life-cycle cost analysis models. He received his B.S. in Geomatics Engineering from the University of Tehran in 2012 and his M.S. in Civil Engineering in 2014 from Northeastern University where he developed StreetScan's GIS web application for asset monitoring and management. Sal has received multiple awards over the last few years (Best Innovation Award at RISE, Best Paper Award at SAGEEP, Dean's Scholarship Award at Northeastern Uni.), which encouraged him to pursue his passion for using data-driven methods to support better decision making.



Chris McGill, Lead Field Technician – As the Lead Field Technician at StreetScan, Chris directs the field survey team for both pavement and sidewalk management projects. He holds a Business Diploma from Fanshawe College where he graduated from in 2005. Chris possess over five years experience working and supervising GIS field survey projects, successfully completing well over 100 projects across Ontario, Quebec, British Columbia and the USA.

4. THE STREETSCAN SYSTEM

StreetScan's automated data collection and algorithm-based roads prioritization software can help optimize your road budget and provide user-friendly analytics about the status of your roads and sidewalks.



Data Collection

StreetScan's vehicles equipped with multi-sensor systems detect pavement & sidewalk surface distresses without interrupting traffic flow.

Data Processing

Optimized algorithms evaluate and prioritize repairs of assets, including pavement, sidewalks, traffic signs, and more.



GIS Analytics

Collected data goes into Streetlogix, our unique **cloud-based application**, allowing municipalities to visualize and manage road assets in order to schedule maintenance within a user-friendly GIS environment.



5. PRICING OVERVIEW

5.1 ASSET MANAGEMENT

PAVEMENT MANAGEMENT					
	SERVICES INCLUDED	CENTERLANE KMS	\$/CL	STANDARD	TotalStreets** (3 Year Subscription Option)
 DATA COLLECTION	ScanVan Data Collection	107 km	\$190	\$20,330	\$9,437 /Annual for 3 yrs
	Data Processing				
	Pavement Facing Imagery				
	Pavement Mgmt. Plan				
 SOFTWARE	Annual Software License		FIXED	\$0*	
	Annual Data Hosting & Support		\$5	\$0*	
Mobilization and Setup Cost				\$1,522	
TOTAL				\$21,852	\$9,437 /Annual for 3 yrs

*Software fees have been paid through 2020/12/07 due to three years of software being included in the original contract which was 80% funded through the FCM MAMP.

**TotalStreets is option to spread service and payments over three years = Assessment in year 1 + Software in years 2 + 3. Software fees for years 2 and 3 would be \$3,230 each, thus TotalStreets = 21,852 + \$3,230 + \$3,230 / 3 = \$9,437

5.2 OPTIONAL SERVICES AND ASSETS

One of our unique advantages is the ability for our clients to extract, assess and obtain actionable data from other Municipal assets utilizing the same data collected for the Pavement Management Survey. Below is a list of additional assets we can process from the collected data. This is set up as an a-la-carte menu so you can pick and choose the assets to meet your asset management needs.

Assets	Unit CL=Centerline	QTY (est.)	Price (\$/Unit)	PRICE ADDER (est.)	
				STANDARD	TotalStreets
Assets Extracted from ScanVan Dataset (Pavement Management Service Required)					
Enhanced Visualization Package	CL-KM	107	\$30	\$3,210	\$1,070
Pavement Markings	CL-KM	107	\$50	\$5,350	\$1,783
Sidewalk GIS Database	CL-KM	107	\$30	\$3,210	\$1,070
Curb GIS Database	CL-KM	107	\$40	\$4,280	\$1,427
Traffic Signage (5 Attributes)	Signs	1,300	\$4	\$5,200	\$1,733
Traffic Signage (9 Attributes)			\$6	\$7,800	\$2,600
Catch Basins	Catch Basins	2,340	\$4	\$9,360	\$3,120
Metal Objects (Manholes/Valves)	Metal Objects	3,510	\$1	\$3,510	\$1,170
Tree GIS Inventory	Trees	2,340	\$3	\$7,020	\$2,340
Street Lighting GIS Database	Lights	1,040	\$4	\$4,160	\$1,387
Assets Extracted from Sidewalk ScanCart Dataset					
Ramp Compliance	Ramp	600	\$8	\$4,800	\$1,600

Assumptions: (please let us know if you have more accurate numbers)

All asset quantities are estimated based on lane or centerlane kms except for:

- Traffic Signs are estimated at 1/8 of the municipal population
- Street Lighting is 1/10 of the municipal population
- Catch Basins are estimated at CL-KM multiplied by 20
- Metal Objects (Manholes & Valve) are estimated at CL-KM multiplied by 30
- Tree Inventory is estimated at CL-KM multiplied by 20
- Ramp Inventory is estimated at Sidewalk KM multiplied by 15

Annex

APPENDIX A – SCOPE OF WORK AND DELIVERABLES

ROAD AND SIDEWALK ASSESSMENT SERVICE

StreetScan offers a technology-based Pavement Management approach for continuous health monitoring of your road network. Combining years of R&D at Northeastern University, StreetScan's vehicles and web-based app Streetlogix save you time and make your repair dollars go further. We have developed a 4 Step process to effectively Scan, Process and Manage your Road data.

STEP 1: DATA COLLECTION

Roads

Vehicle Deployed: ScanCar



StreetScan utilizes 3D imaging technology to measure road defects, such as cracking, bumps, surface distortions and surface texture. The 3D imaging cameras provide a 8' (2.4m) of lateral road coverage and seamless road coverage in the direction of travel at speeds up to 65 mph (72kph). A 360 degree camera system provides imagery of the road surface and ROW. An Inertial Measurement Unit (IMU) enabled GNSS position system provides position location, even in the event of intermittent GPS satellite coverage.

Sidewalks

Vehicle Deployed: SideCarts



StreetScan has developed a technology stroller-based approach which captures all the necessary distress & ADA data. We currently have 5 Carts in our fleet. StreetScan utilizes 3D imaging technology to measure sidewalk defects, such as Uplifts, Bumps, Holes, Cracking & Surface Texture. An IMU mounted on the cart measures tilt, slope & accelerations. A laptop computer is used for controlling data collection. An encoder on each wheel of the ScanCart's rear wheels provides accurate linear displacement along with a GPS, providing position information.

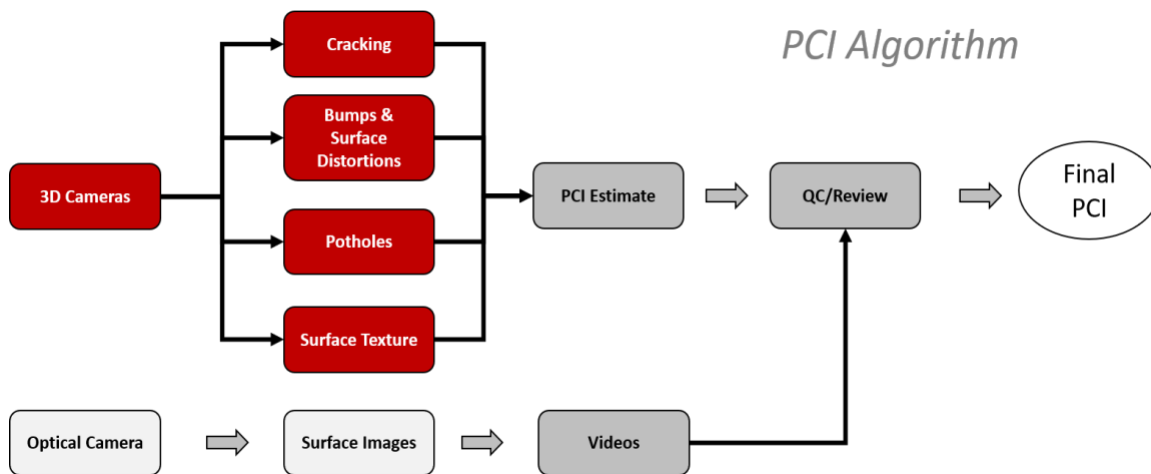
STEP 2: DATA EXTRACTION

Roads

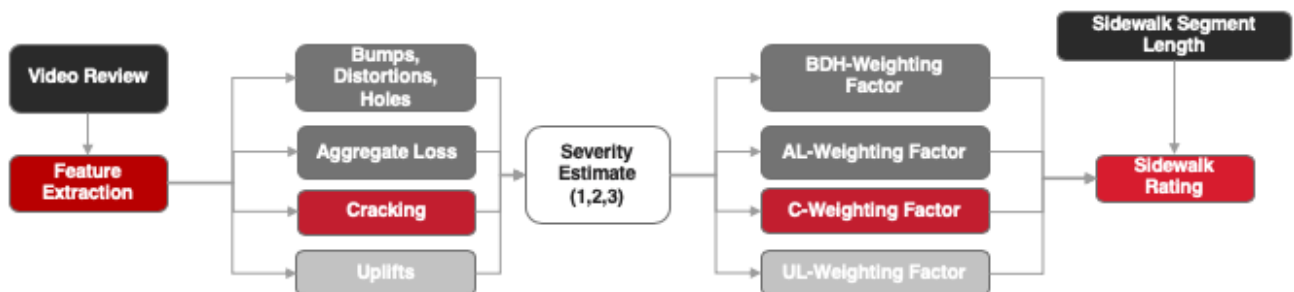
The collected data (TBs/day) is uploaded to the StreetScan server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensors' raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the PCI for each road segment. StreetScan's GIS specialists segment the pavement evaluation data from intersection to intersection and populate the database allocated to the segment.

Sidewalks

StreetScan's basic approach uses a weighted failures scheme per linear distance for a given sidewalk segment. Individual failure or feature types are given various weightings depending on their contribution to perceived sidewalk condition. As an example, an uplift is considered to have more impact to the sidewalk quality than aggregate loss, so it is given a greater weighting in the rating formula.



Sidewalk Algorithm



STEP 3: DATA VISUALIZATION AND ANALYTICS

Roads

Municipal staff will be given access to Streetlogix, our GIS web-based application, in order to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

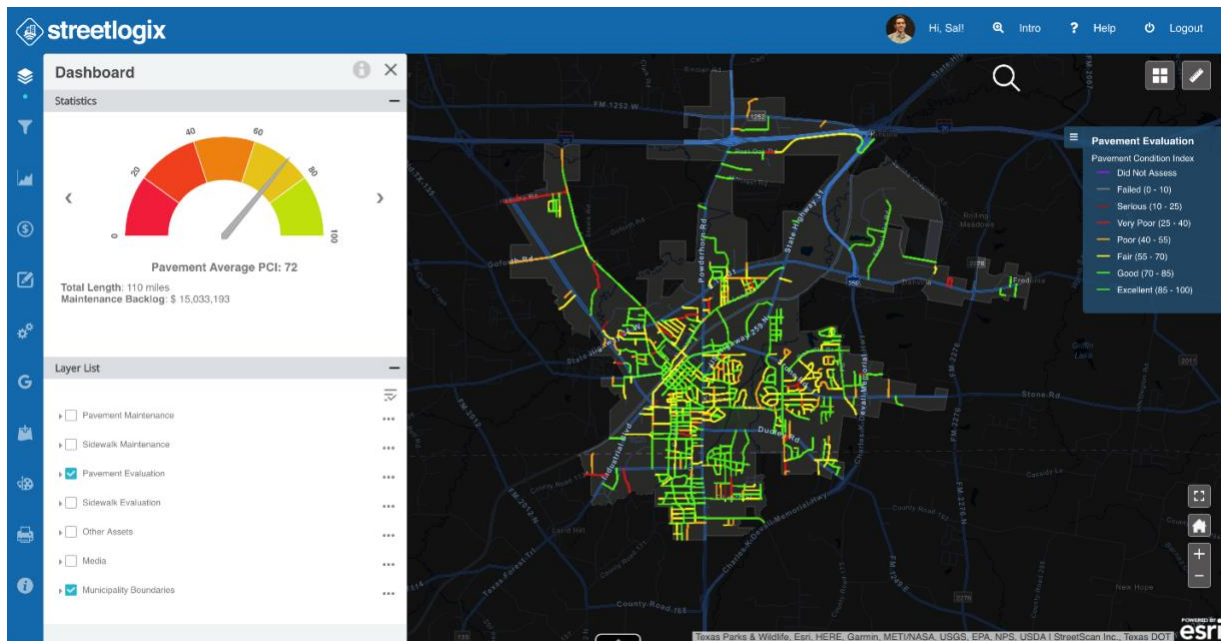
This provides staff an easy-to-use tool to quickly review PCI results, distress data and 360 images along with pavement history and other data that the city wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with Cartegraph. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (examples below).

Sidewalks

Municipalities are given access to our GIS web-based application, Streetlogix, in order to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides clients an easy-to-use tool to quickly review sidewalk condition results, distresses and sidewalk images. All data is hosted in the cloud allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution such as Cartegraph. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (examples below).

Portal view: Overall stats, available layers and PCI



STEP 4: MAINTENANCE PLANNING

Roads

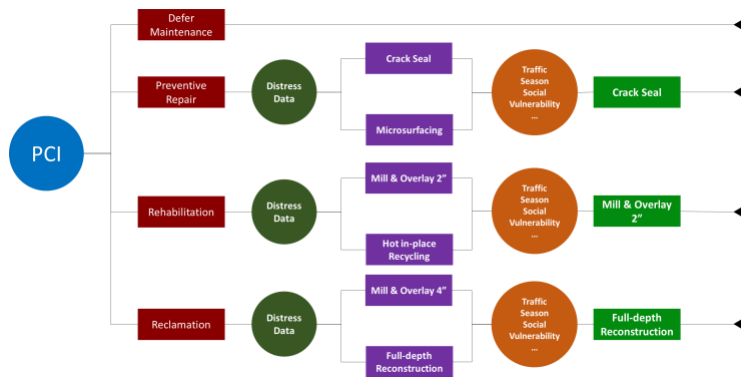
Once the inventory condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of condition, prediction of future condition, generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our road management modules. The results are compiled and reported to the client in our Streetlogix software and as a pdf document.

Our decision-trees are highly customizable and we work with staff to tailor it to ensure our AI will provide the necessary maintenance and repair suggestions. All decision trees & underlying data will be editable by staff.

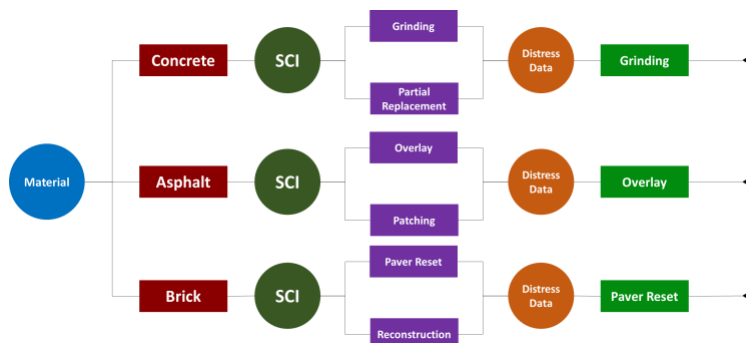
Sidewalks

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the sidewalk management side of the software begins. While sidewalk condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of conditions, prediction of future conditions, generation of maintenance options and sidewalk management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our sidewalk management modules. The results are compiled and reported to the client in our Streetlogix software and as a pdf document.

Roads:



Sidewalks:



APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

Paving Markings

Through StreetScan’s existing collected data, our geospatial engineering team can extract pavement markings and insert them into a separate GIS layer. All data is accessible through Streetlogix. A visual review of the markings determine their current condition and whether maintenance is required.

Attributes	Description
Category	Left Turn, Right Turn, Crosswalk etc.
Condition	The analysis will be conducted from intersection to intersection and given a rating of either Good, Fair or Critical. If the length of the road is longer than 1,000 ft, the analysis will be broken up into 1,000 ft segments
Location	Global Positioning System (GPS) location (+/- 5 meters)
Pavement Marking Image	Accessible in StreetLogix Portal
Color	White, Yellow etc.

** Measurement device has a rated accuracy of 0.1 degrees. However, in practice due to variations in ground surface and location where measurement is take, measured value can typically vary +/- 1 degree.*

Sidewalk GIS Database

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanVan images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS layer of sidewalk locations

Curb GIS Database

StreetScan provides curb locations, determined from front or side facing imagery. Data is provided as a GIS layer.

Deliverable: GIS layer of the linear features where curbs are present

Traffic Signage

StreetScan’s traffic sign asset management service provides a simple solution for the Municipality to quickly and efficiently manage its traffic signs. StreetScan utilizes an algorithm to automatically locate traffic signs saving you time and money. Our geospatial engineering team then undergoes a rigorous Q&A process and collects multiple unique attributes.

StreetScan will manually calculate the sidewalk width from the 3D Data collected as this feature is not automated.

Attributes	Description
Sign Category*	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Type*	Federal or State MUTCD designation or custom designation for specialized signs
Position on Post	Sign's relative position, in column and row notation, among all signs mounted on the same structure
Sign Photo*	Digital image
Post Type	U-Channel, Round, Square, Light Pole, Signal Mast, etc.
Post Material	Steel, Wood, Concrete, etc.
GPS Location*	Global Positioning System (GPS) location (+/- 5 meters)
Position	Left, Right, Overhead, Center
Sign & Post Condition*	Good, Fair, Critical rating assessed through review of daytime digital images

*Attributes included for the basic sign inventory.

Catch Basins

StreetScan provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanVan images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS Layer of catch basin

Roadway Manhole Objects (Valve & Manhole Covers)

StreetScan provides location of circular Manhole or other similar shaped access points which are visible in the road imagery data. All data is provided as a GIS layer.

Deliverable:

- GIS layer of manhole locations

Tree GIS Database

StreetScan provides tree locations which are situated in the right of way, determined from existing data sources satellite imagery, Google StreetView or ScanVan images if available. All data is provided as a GIS Layer.

Deliverable:

- GIS layer of tree location
- Geotagged images of each tree

Streetlight GIS Database

Utilizing the ScanVan’s cameras, StreetScan has the ability to review already collected data and extract the necessary street lighting attributes. A new street lighting data layer will be accessible through Streetlogix.

Attributes	Description
GPS Location	Global Positioning System (GPS) location (+/- 5 meter)
Type	Cobra Head, Decorative/Ornamental
Wattage	Fixture output power (ballast not factored for non-LED lights)
Technology	LED, other
Pole Type	Wood, Metal, Concrete
Fixture Photo	Digital Image

Ramp Compliance Survey

StreetScan will determine the compliance of ADA Ramps, measuring the following attributes: ramp slope & cross slope, road slope & cross slope, flare slopes, ramp width, landing area, tactile pad (present/not present/condition). As part of this service, StreetScan provides imagery of all ramps and a GIS data layer accessible in Streetlogix, showing location of ADA ramps and all measured properties.

Deliverables:

- GIS Layer with ramp location & missing ramps
- Image of ramps/no ramp
- Compliance
- Measured Attributes (shown below)

Attributes	Description
GPS Location	Global Positioning System (GPS) location (typically +/- 1.5 meters)
Image	Image of Ramp
Ramp Slope / Cross Slope	Angle (+/- 1 Degree)*
Road Slope / Cross Slope	Angle (+/- 1 Degree)*
Flare Slopes	Angle (+/- 1 Degree)*
Ramp Width Compliance	Yes/No
Landing Area Compliance	Yes, No/Obstructed
Tactile Pad	Present/Not Present & Condition

APPENDIX C – OUR CLIENTS

REFERENCES & ADDITIONAL INFORMATION

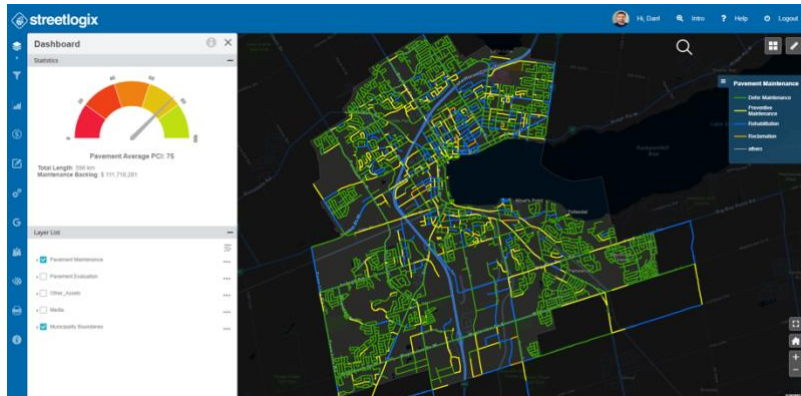
City of Barrie, ON

Project Objective:

StreetScan was selected by the City of Barrie to assess the conditions of 593 centerline kilometers of City-maintained roads.

Project Description:

StreetScan employed vehicle-mounted sensing technology to assess road conditions in normal traffic flow. The system utilizes 3D imaging technology combined with optical cameras to measure the severity and extent of road defects including cracking, bumps, surface distortions, surface texture and potholes. A combination of features extracted from the 3D imaging sensors are used to identify distresses in the roadway which impact the PCI rating, generating a data-driven PCI conditions inventory for assessed road segments.



Project Outcome:

StreetScan delivered the road condition and maintenance and repair suggestion information to the City via a secure GIS web portal, Streetlogix. Barrie can use Streetlogix to visualize and export the information, as well as to adjust parameters and modify or generate new repair work plans. Streetlogix also allows visualization of PCI values, imagery for each road and detected features (e.g. potholes), statistics, and more. Staff can access Streetlogix quickly from anywhere with any computer, provided there is an internet connection. No downloads or installation needed.

Additionally, the GPR pavement thickness assessment and enhanced visualization HD video documentation were also made available in Streetlogix.

Project Contacts	
City of Barrie	<p>Municipal Contact: Michael Brown, Infrastructure Program Engineer 705-739-4220 ext. 4300 michael.brown@barrie.ca</p>
StreetScan Project Team	<p>Project Manager: Dan Kirkby, Director of Operations (519) 871-1386 daniel.kirkby@streetscan.com Account Manager: Michelle Hjort GIS Director & Data Scientist: Sal Shahini Lead Field Technician: Chris McGill</p>
<p>info@streetscan.com www.streetscan.com</p>	

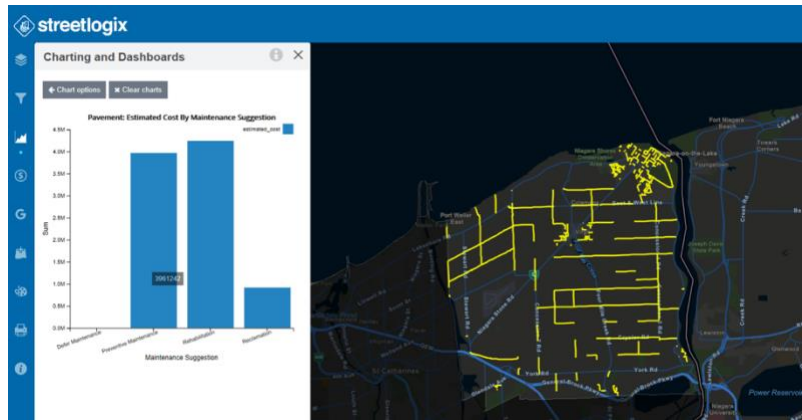
Town of Niagara-on-the-Lake, ON

Project Objective:

Perform a mobile sensing survey of the Town's road network to assess its current condition and prepare custom Maintenance and Repair suggestions.

Project Description:

349 road lane kilometres were assessed using StreetScan's specialized ScanVan vehicle. 3D cameras captured the severity and extent of road surface distresses and determine the pavement condition index (PCI) of each segment. Front-facing video was taken of all surveyed roads. Municipal staff provided repair and maintenance costs which are programmed into their customized web-based portal in Streetlogix.



Project Outcome:

The project was completed on April 2nd, 2019. Survey results were placed in Streetlogix, whose algorithm utilizes PCI, road usage data and a cost benefit analysis to determine road maintenance and repair costs and prioritization per segment. Budgeting and planning tools allow for editable short and long term planning as well as level of service analysis with Target PCI. Front-facing video mages for every scanned road, along with downward, back-facing still images every two metres, allow staff to review their entire road network from any web-connected device. Staff feedback was that the van-based assessment saved a lot of staff time and the ease of software analysis is a great improvement over the former excel-based analysis.

Project Contacts	
Town of Niagara-on-the-Lake	Municipal Contact: Mike Komljenovic, Engineering Supervisor (905) 468-3061 Mike.Komljenovic@notl.com
StreetScan Project Team	Project Manager: Dan Kirkby, Director of Operations (519) 871-1386 daniel.kirkby@streetscan.com Account Manager: Michelle Hjort GIS Director & Data Scientist: Sal Shahini Lead Field Technician: Chris McGill
info@streetscan.com www.streetscan.com	

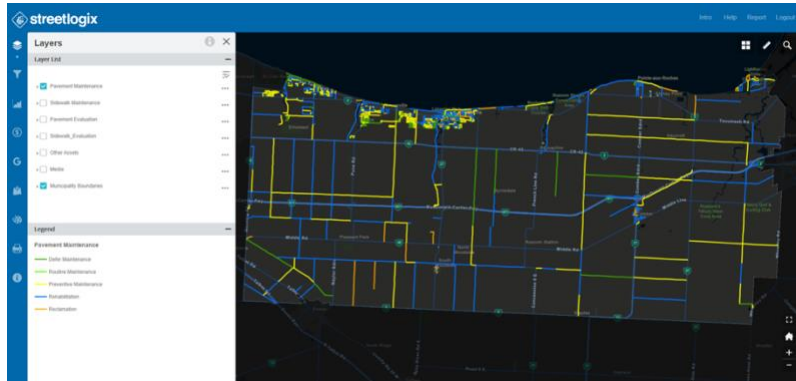
Town of Lakeshore, ON

Project Objective:

StreetScan was contracted by the Town of Lakeshore to perform a road and sidewalk assessment survey that would objectively collect pavement and sidewalk condition data and provide custom repair and maintenance recommendations.

Project Description:

Data collection included 880 road lane kilometers and 113 sidewalk kilometers.



StreetScan utilized specialized ScanVan vehicles to assess the condition of roadways and, using a pavement condition index scale which runs from 0-100, developed a Municipal-wide inventory of road condition.

For sidewalk assessments, StreetScan deployed mobile carts with high definition video capture capability. Through analysis techniques, sidewalk distresses such as cracking, aggregate loss, uplifts and surface distortion were identified, which were then used to calculate sidewalk condition ratings on a scale of 0 to 100 - with 0 being the worst and 100 being ideal.

Project Outcome:

The project was completed on January 31st, 2019.

Results from the survey were placed in Streetlogix, providing an enriched view of the Town's street network with color-coded pavement conditions and other assets, along with images for every scanned road and a range of decision-making tools. In addition to repair suggestions and cost estimates, StreetScan prioritized repairs and developed work plans for the Town. Staff can use the software to visualize and export the information, as well as to adjust parameters and modify or generate new repair work plans.

Project Contacts	
Town of Lakeshore	Municipal Contact: Nelson Cavacas, Director of Engineering and Infrastructure Services (519) 728-2700 ext. 287 ncavacas@lakeshore.ca
StreetScan Project Team	Project Manager: Dan Kirkby, Director of Operations (519) 871-1386 daniel.kirkby@streetscan.com Account Manager: Michelle Hjort GIS Director & Data Scientist: Sal Shahini Lead Field Technician: Chris McGill
info@streetscan.com www.streetscan.com	

Road and Sidewalk Assessment Service Proposal
 City of Temiskaming Shores

Sample of other clients:



Town of Niagara-on-the-Lake, ON



Town of Lakeshore, ON



City of Pembroke, ON



Municipality of Port Hope, ON



City of Kenora, ON



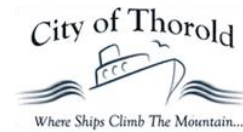
Municipality of Stirling-Rawdon, ON



City of Temiskaming Shores, ON



Municipality of West Grey, ON



City of Thorold, ON



Town of Amherst, MA



City of Portland, ME



Town of Somers, CT



Washington State Parks

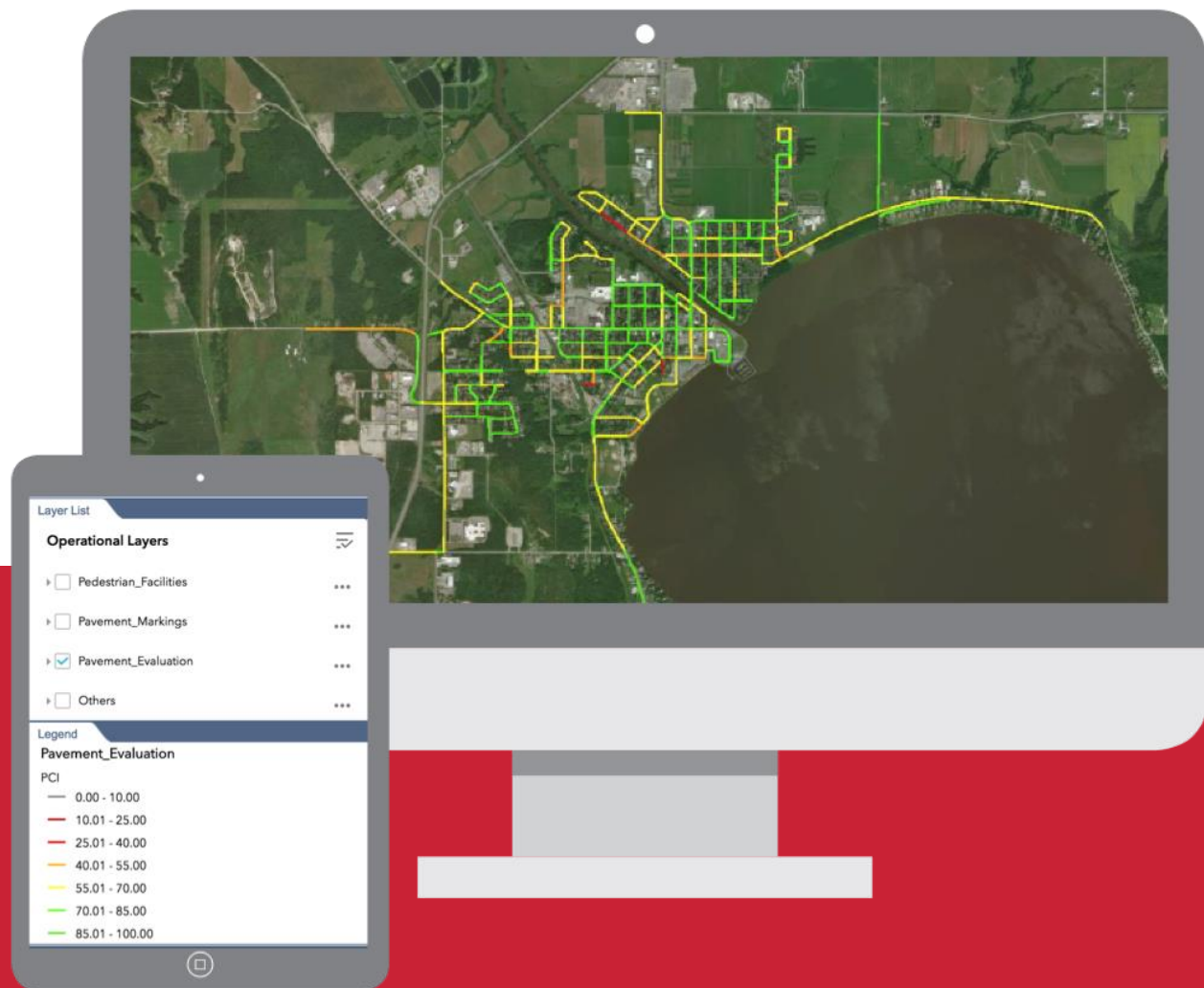


Town of Hampstead, QC



City of Providence, RI

CASE STUDY



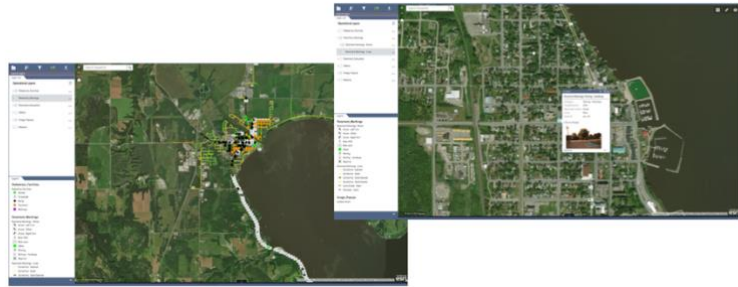
Temiskaming Shores, Ontario, Maximizes Road Repair Budget with GIS

The City of Temiskaming Shores is a picturesque community in Northern

Ontario, Canada, offering ideal boating, hiking, skiing, snowmobiling and golfing and an exceptional place to both live and work. The recently amalgamated municipality with a population of 11,000 needed a cost-effective method to assess and repair its 114 km road infrastructure for citizens and visitors.

The Challenge

Whenever a Municipality goes through the process of amalgamating, (in this case, three former towns amalgamated) the final entity absorbs varying asset management practices and platforms challenging the decision-making process for all departments involved. The City needed a fast, objective, and transparent way to assess roadway conditions and determine



which roads needed repair, along with how and in what order they needed to be repaired. In addition to managing road maintenance, the City needed up-to-date records of its pavement markings and pedestrian facilities database.

The Partner

StreetScan, through an innovative Roads Assessment Service Program developed by Local Authority Services, (LAS) provides a fast and affordable pavement, sidewalk & right-of-way asset management service that can be deployed citywide on a frequent basis. StreetScan uses vehicle-mounted sensing technology to assess road & sidewalk conditions in normal traffic flow and displays gathered information in a geographic information system (GIS) application StreetLogix: a web app with up-to-date data and a range of tools for decision-making.

The Solution

StreetScan's mobile-sensing vehicle, ScanVan, is the physical heart of the asset management system, assessing pavements, traffic signs, pavement markings and more on every road it traverses. The ScanVan travelled Temiskaming Shores roads in normal traffic flow to gather data on the condition of the entire street network utilizing 3D imaging technology to measure road defects. Multiple optical camera systems provide imagery of the road surface and ROW to extract the additional asset features the City required to complete their asset management needs. Once scanned, a variety of technologies from StreetScan & Esri, such as ArcPy scripts, ArcGIS Desktop, and ArcGIS enterprise were leveraged to generate Streetlogix, a GIS web app with powerful visualization and budget-planning tools. This app provides road condition ratings on a scale of 0 to 100, with 0 being the worst and 100 being ideal, and prioritizes the areas to repair and remediate.

The Results

Using Streetlogix, the City can now see an enriched view of its street network with color-coded pavement conditions and other assets, along with images for every road along with tools for data-driven budget and maintenance planning. StreetScan reported that Temiskaming Shores' overall pavement condition index (PCI) was rated in 'good' condition at an average PCI of 70, with 91.2% of roads above critical PCI of 55. Only 8.8% of roads were rated as 'very poor' or 'poor'. All of this was made possible via a unique funding program called the Municipal Asset Management Program (MAMP) by the Federation of Canadian Municipalities (FCM). LAS & StreetScan assisted the City in obtaining funding for roughly 80% of the project cost allowing the City to further strengthen its Asset Management database.

“Using StreetScan has saved us significant work assessing our transportation infrastructures. Our confidence in StreetScan’s results has led us to make our largest financial investment in road improvements in years.”

Doug Walsh
DPW, City of Temiskaming Shores

The Corporation of the City of Temiskaming Shores

By-law No. 2020-031

**Being a by-law to adopt a Municipal Ice Booking Policy
for the City of Temiskaming Shores**

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

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

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

And whereas under Section 270 (1) (8) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended a municipality is to adopt and maintain a policy with respect to pregnancy leaves and parental leaves of members of council;

And whereas Council considered Administrative Report No. RS-002-2020 at the March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Municipal Ice Booking Policy for consideration at the March 24, 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. That Council hereby adopts a **Municipal Ice Booking Policy** for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law;
2. That By-law No. 2012-082 be hereby repealed;
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2020-031

Municipal Ice Booking Policy

City of Temiskaming Shores Municipal Arena Ice Booking Policy

Purpose

The Purpose of this policy is to ensure the distribution of ice time in a fair and equal manner and ensure that the schedule is appropriate for all users participating in ice related sports, programs or activities. The policy will also ensure adequate ice times for public programs such as public skating in order to meet the needs of all users, improve the health of residents and encourage community participation.

General Use Guidelines

1. All persons entering recreation facilities are obliged to govern themselves in accordance with the regulations posted therein. City of Temiskaming Shores staff are responsible for ensuring that the regulations are adhered to by patrons. A staff member is required to be on duty to ensure the safety of patrons, secure the facilities, and assist persons, groups or organizations during public functions.
2. Management reserves the right to remove any person from a facility and/or suspend any person for any period of time with just cause. Rowdiness, horseplay, running, foul language, physical violence, and other such acts which disrupt the use or the enjoyment of the facilities by our patrons, or compromises public safety, will not be tolerated. Persistence in these acts will result in eviction from the facility. Anyone found deliberately defacing or damaging the facilities will be responsible for making restitution for those damages. Depending on the extent of damages, suspension from the facilities and criminal prosecution of the individual(s) will be at the discretion of management.
3. All consumption of alcoholic beverages must be done so in accordance to the City of Temiskaming Shores Municipal Alcohol Policy. Smoking, vaping and smokeless tobacco are not permitted on the premises of any arena facility.
4. Management and staff will not be held responsible for loss or theft of articles within and on the recreation facility properties.
5. Coaches, managers, supervisory or authorized personnel hosting an event will be responsible for the conduct of all participants associated with their program/event.
6. The use of equipment within the recreation facilities, such as time clocks and sound equipment, will be authorized provided those operators are fully trained in the proper use of the equipment prior to its use.
7. All ice users agree to abide by the Recreation Non-Resident User Fee Policy By-law 2019-082.

Arena(s) Operating Season

1. For the purposes of ice time rental and assessing the rates for ice rentals, the arena shall have two seasons: Winter and Summer.
2. The Winter Season shall be inclusive of the following dates: **September 1st to April 30th**. The Summer Season shall be inclusive of the following dates: **May 1st to August 31st**. These dates may fluctuate based on programming requirements and city initiatives.

3. The City will retain sole discretion on which dates during both the Winter and Summer seasons that ice time will be available and which arenas will have ice time available for rental.
4. Priority of ice time allocation will be based on, the following:
 - i. City Programs and City Sponsored Events.
 - ii. Special and Annual Events.
 - iii. Youth Programming.
 - iv. Adult Programming.
 - v. Public Skating Events.
 - vi. Private Hockey/Skating Schools or Camps.
 - vii. Casual Ice Rentals.

Winter Ice Scheduling

1. For the purpose of this policy, a regular user will be defined as an individual or group that rents a specific block of time on a contract basis for the duration of the winter season or concentrated time period.
2. A casual user will be defined as an individual or group that rents ice time on a walk-in or call-in basis and not on a seasonal basis.
3. A special event will be defined as an event which does not occur on a regular basis. This may be annually or a one-time event. This does not include tournaments/competitions hosted or held by regular users.
4. It is the responsibility of The City of Temiskaming Shores to convene an Ice Users Meeting, no later than May 15th of each year. At this time, the annual ice user groups, as well as the special event users, will have an opportunity to meet with management, assess the previous year's activities and discuss winter ice availability and scheduling. Winter ice users will be required to submit regular and special requests for their organization prior to the annual Winter Ice Users Meeting. Additional follow up meetings may be called in order to resolve scheduling conflicts and confirm start dates for the arena(s).
5. New groups/organizations requesting ice time should submit their application for ice time no later than March 31st of each year. Applications should be sent to the Director of Recreation in writing.
6. All users are hereby advised that, in order to accommodate and develop new activities within our facilities, circumstances may require existing users to relinquish or relocate time, to accommodate the new activity. Requests will be discussed during the annual winter ice users meeting or as necessary throughout the year.
7. Management will consider the requests in terms of the established priorities and past utilization of time in order to prepare, finalize and promote the schedule of events of the season. Management reserves the right to make the final decision regarding all facility rentals.
8. All groups will be required to enter into a formal agreement for seasonal and special event bookings.

9. Arenas are available for rental from 7:00 am to 11:00 pm each day during the winter season. Requests for bookings outside of these times will be considered as they are received and changes may be made at the discretion of management.
10. It is the responsibility of all groups to provide the Recreation Department with at least one (1) copy of their schedule requirements, at least ten (10) days prior to the commencement of usage and also to book ample time of their activity or revise the activity to meet the time available.
11. Tournament/competition schedules must be submitted to the Recreation Department a minimum of seven (7) days prior to the start of the tournament.

Summer Ice Scheduling

1. For the purpose of this policy, a regular user will be defined as an individual or group that rents a specific block of time on a contract basis for the duration of the summer season or concentrated time period.
2. A casual user will be defined as an individual or group that rents ice time on a walk-in or call-in basis and not on a seasonal basis.
3. A special event will be defined as an event which does not occur on a regular basis. This may be annually or a one-time event. This does not include tournaments/competitions hosted or held by regular users.
4. It is the responsibility of The City of Temiskaming Shores to convene a Summer Ice Users Meeting, no later than February 15th of each year. At this time, the regular summer ice user groups, as well as the special event users, will have an opportunity to meet with management and discuss summer ice availability and scheduling. Summer Ice Users will be required to submit regular and special requests for their group/organization prior to the Summer Ice Users Meeting.
5. New groups/organizations requesting ice time should make their application for ice time no later than January 15th of each year. Applications should be sent to the Director of Recreation in writing.
6. All users are hereby advised that, in order to accommodate and develop new activities within our facilities, circumstances may require existing users to relinquish or relocate time, to accommodate the new activity. Requests will be discussed during the annual Summer Ice Users meeting or as necessary.
7. Management will consider the requests in terms of the established priorities and past utilization of time in order to prepare, finalize and promote the schedule of events of the season. Management reserves the right to make the final decision regarding all facility rentals.
8. Ice time is available for rental from 7:00 am to 11:00 pm, Monday to Friday during the summer season. Requests for bookings outside of these times will be considered as they are received and changes may be made at the discretion of management.
9. It is the responsibility of all users to provide the Recreation Department with at least one (1) copy of their schedule requirements, at least ten (10) days prior to the commencement of usage and also to book ample time of their activity or revise the activity to meet the time available.

10. Tournament/competitions schedule must be submitted to the Recreation Department a minimum of seven (7) days prior to the start of the tournament.

Cancellation Policy

1. All cancelled rental times will revert to the Recreation Department. Subletting is not permitted by any facility user.
2. Should the facility staff and/or management determine that the facilities are not suitable for use, and are not used, no fee will be charged. A cancellation fee will not be charged if the facilities are deemed not suitable for use.
3. The City of Temiskaming Shores has the right to request the use of the recreational facilities and lands for its own purpose, provided that the City gives prior written notice of its intention to use the recreational facilities, acting reasonably, on a specified date and the City's proposed use does not disproportionately and adversely impact the revenues and expenses of the displaced group.
4. Unpredictable, unexpected or extreme situations will be taken into consideration for cancellation deadlines including but not limited to mechanical malfunctions, weather events and states of emergency.

Billings, Collections & Refunds

1. As per the City of Temiskaming Shores Accounts Receivable Policy.
2. As per the City of Temiskaming Shores Recreation Department Cancellation & Refund Policy.

Dressing Room Regulations

1. Coaches, managers, and authorized supervisory personnel are responsible for the conduct of their program participants and are required to be the first to enter and the last to leave the dressing rooms.
2. Authorized personnel only are allowed in the change room areas and will be allowed to secure those areas with a dressing room key from staff. Authorized personnel are responsible for the safe keeping of dressing room keys. Any group that does not return any dressing room key(s) will be charged for the cost and time to replace the applicable lock(s).
3. Damages resulting from the use of the change room facilities will be the responsibility of the user, association or league. Inspections by staff will be carried out on a regular basis to identify damaged areas. It is the responsibility of the user to inspect the facilities prior to use and report any preexisting damage to staff immediately.
4. Each room is equipped with garbage receptacles. All users are requested to deposit all garbage into the receptacles in order to help keep the rooms in a tidy condition.
5. Smoking, vaping, smokeless tobacco and cannabis is not permitted in any arena facility.
6. Users are requested to vacate the change rooms within thirty (30) minutes of completion of their ice time. Failure to vacate the dressing room within thirty (30) minutes will result in additional charges.

7. Use of cellular phones, personal digital assistants, or video devices are prohibited in dressing rooms and washroom facilities.

Closure Dates

1. All arenas will be closed on STATUTORY holidays;
 - i. New Year's Day
 - ii. Family Day
 - iii. Good Friday
 - iv. Easter Monday
 - v. Victoria Day
 - vi. Canada Day
 - vii. Labour Day
 - viii. Thanksgiving Day
 - ix. Christmas Day
 - x. Boxing Day
2. These dates are considered closure dates unless the user agrees to pay for the additional costs of operation necessary to keep the facility open at these times. All facilities will close early on Christmas Eve and New Year's Eve.

Bookings

1. In order to maintain the administration of rentals, all bookings must be made through City Hall (info@temiskamingshores.ca).
2. All casual rentals are required to pay for their full rental upon booking of ice time. No casual rental users will be allowed on the ice surface without payment being completed ahead of their rental.
3. All casual and contract bookings must have completed an ice rental form before their rental.
4. All changes and cancellations MUST be made in writing to the Recreation Department. The preferred method of communication is by email to info@temiskamingshores.ca.
5. Bookings require that at least one staff member be on duty and on site throughout the duration of the rental. The presence of a staff member is to ensure the safety of patrons, assist with janitorial and maintenance concerns, and secure the facilities following use. This will enable patrons to easily identify workers should questions, concerns or request arise.

Name of Applicant with signing authority

Signature

Group / Organization

Date Signed

City of Temiskaming Shores Signing Authority

Signature

The Corporation of the City of Temiskaming Shores

By-law No. 2020-032

Being a by-law to adopt a Recreation Cancellation and Refund Policy for the City of Temiskaming Shores

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

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

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

And whereas under Section 270 (1) (8) of the Municipal Act, 2001, S.). 2001, c. 25, as amended a municipality is to adopt and maintain a policy with respect to pregnancy leaves and parental leaves of members of council;

And whereas Council considered Administrative Report No. RS-003-2020 at the March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Recreation Cancellation and Refund Policy for consideration at the March 24, 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. That Council hereby adopts a **Recreation Cancellation and Refund Policy** for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2020-032

Recreation Cancellation and Refund Policy

City of Temiskaming Shores

Recreation Department

Cancellation & Refund Policy

1. Purpose

The goal of the policy is to establish a framework that will provide efficient and consistent procedures for all recreation department staff. This policy focuses on cancellations and refunds for programs and services offered by the Recreation Department of the City of Temiskaming Shores.

2. General Policies

- 2.1. All cancellations must be received in writing by the City of Temiskaming Shores.
- 2.2. Refunds will be issued by cheque to the mailing address on file unless an alternative method of refund is available.
- 2.3. All cancelled rental times will revert to the Recreation Department. Subletting is not permitted by any facility user.
- 2.4. Should the facility staff and or management determine that the facilities are not suitable for use, and are not used, no fee will be charged. A cancellation fee will not be charged if the facilities are deemed not suitable for use.
- 2.5. The City of Temiskaming Shores has the right to request the use of the recreational facilities and lands for its own purpose, provided that the City gives prior written notice of its intention to use the recreational facilities, acting reasonably, on a specified date and the City's proposed use does not disproportionately and adversely impact the revenues and expenses of the displaced group.
- 2.6. In the event of a cancellation less than forty-eight (48) hours in advance of a rental due to inclement weather the renter will not be responsible for any cost of the rental.
- 2.7. Unpredictable, unexpected or extreme situations will be taken into consideration for cancellation deadlines including but not limited to mechanical malfunctions, weather events and states of emergency.

3. Hall Rentals

- 3.1. Hall rentals will consist of rentals of
 - 3.1.1. Dymond Hall
 - 3.1.2. New Liskeard Community Hall
 - 3.1.3. Riverside Place
 - 3.1.4. Don Shepherdson Memorial Arena Hall
 - 3.1.5. Shelly Herbert-Shea Memorial Arena Hall
 - 3.1.6. Shelly Herbert-Shea Memorial Arena Lion's Den

3.1.7. Harbour Front Pavilion

- 3.2. Written notice of cancellation must be received sixty (60) days in advance of the scheduled event to receive a full refund (less a \$50.00 non-refundable administrative fee) or within thirty (30) days in advance of the scheduled event to receive a 50% refund (less a \$50.00 non-refundable administrative fee). Notice given less than thirty (30) days before the scheduled event will receive no refund.
- 3.3. Rescheduling of hall rentals is permitted in all municipal halls except for Riverside Place, Friday through Sunday.
- 3.4. Rescheduling refers only to rescheduling to the same hall at a date within two months of the original rental date.
- 3.5. Rescheduling to another hall constitutes a cancellation.
- 3.6. A minimum of two (2) weeks' notice is required for a rescheduling request.
- 3.7. An administrative fee of \$50.00 will be applied to all rescheduled hall rentals unless the rescheduling is a request from the municipality to the renter.
- 3.8. All hall rentals for any meeting under 3 hours will be subject to all above terms except the administrative fee will be set at \$20.00 instead of \$50.00.

4. Birthday Parties (Pool & Lounge)

- 4.1. Written notice of cancellation must be received fourteen (14) days in advance of the scheduled event to receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less).
- 4.2. Notice of cancellation given less than fourteen (14) days in advance of a scheduled event will receive no refund.

5. Pool & Fitness Centre Lounge Rentals

- 5.1. All non-fitness class rentals cancelled at least fourteen (14) days in advance of the scheduled rental will receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less). Notice given less than fourteen (14) days in advance of a scheduled rental will receive no refund.
- 5.2. All fitness class rentals cancelled at least seven (7) days in advance of the scheduled rental will receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less). Notice given less than seven (7) days in advance of a scheduled rental will receive no refund

6. Winter Ice Rentals

- 6.1. Cancellation policies for winter ice time are consistent for all ice users.
- 6.2. Written notice of cancellation must be received seven (7) days in advance of the scheduled ice rental to receive a full refund or to not be invoiced for the scheduled time.
- 6.3. Written notice of cancellation for ice rentals received less than seven (7) days but more than twenty-four (24) hours in advance of the ice rental will receive a 50% refund or be invoiced at 50% of the applicable rental rate.

- 6.4. If notification of cancellation is received less than twenty-four (24) hours in advance of the scheduled ice rental, the ice user will be responsible for the full cost of the cancelled ice rental.
- 6.5. In the event of an ice rental cancellation less than seven (7) days in advance of the rental due to inclement weather the renter will not be responsible for any cost of the rental.

7. Summer Ice Rentals

- 7.1. Cancellation policies for summer ice time are consistent for all ice users.
- 7.2. Written notice of cancellation must be received fourteen (14) days in advance of the scheduled ice rental to receive a full refund or to not be invoiced for the scheduled time.
- 7.3. Written notice of cancellation for ice rentals received less than fourteen (14) days but more than forty-eight (48) hours in advance of the ice rental will receive a 50% refund or be invoiced at 50% of the applicable rental rate.
- 7.4. If notification of cancellation is received less than forty-eight (48) hours in advance of the scheduled ice rental, the ice user will be responsible for the full cost of the cancelled ice rental.

8. Field Rentals

- 8.1. Field rentals consist of rentals for the following facilities
 - 8.1.1. New Liskeard Soccer Field 1
 - 8.1.2. New Liskeard Soccer Field 2
 - 8.1.3. Haileybury Soccer Field 1
 - 8.1.4. Haileybury Soccer Field 2
 - 8.1.5. Haileybury Soccer Field 3
 - 8.1.6. Haileybury Soccer Field 4
 - 8.1.7. Dymond Ball Field A
 - 8.1.8. Dymond Ball Field B
 - 8.1.9. Farr Park Ball Field 1
 - 8.1.10. Farr Park Ball Field 2
 - 8.1.11. New Liskeard Ball Field North
 - 8.1.12. New Liskeard Ball Field Centre
 - 8.1.13. New Liskeard Ball Field South
- 8.2. Notification of cancellation of any scheduled rentals for any reason other than inclement weather is required at least forty-eight (48) hours in advance of the scheduled rental to receive a full refund. The user will be responsible for the full cost of the applicable rental if notification is received with less than forty-eight (48) hours of notice.
- 8.3. The user will receive a full refund should any field rentals be cancelled due to any public health advisories put in place by the public health unit that necessitate a cancellation.

9. Marina Boat Slips

- 9.1. Marina Boat Slip rentals consist of rentals for the following facilities
 - 9.1.1. New Liskeard Marina
 - 9.1.2. Haileybury North and South Marina
- 9.2. Only seasonal slip rentals will be eligible for refunds.
- 9.3. Refunds will only be processed once a request for cancellation has been received at City Hall. Cancellation requests should be sent to info@temiskamingshores.ca.
- 9.4. If notice of cancellation is received prior to May 15th the renter will be entitled to a full refund less a \$50.00 admin fee.
- 9.5. If notice of cancellation is received after May 15th and prior to July 1st the renter will be entitled to a 50% refund.
- 9.6. No renter will be entitled to a refund of their seasonal rental fee after June 30th.

10. Bucke Park Sites

- 10.1. Only seasonal site rentals will be eligible for a refund. No refunds will be given for monthly or daily site rentals.
- 10.2. Refunds will only be processed once a request for cancellation has been received at City Hall. Cancellation requests should be sent to info@temiskamingshores.ca.
- 10.3. If notice is received prior to May 15th the renter will be entitled to a full refund less a \$50.00 admin fee.
- 10.4. If notice is received after May 15th and prior to July 1st the renter will be entitled to a 50% refund.
- 10.5. No renter will be entitled to a refund of their seasonal rental fee after June 30th.

11. Winter Storage

No refunds will be given for cancellation of winter storage.

12. Memberships

- 12.1. The effective date of membership cancellation is the date written notice of cancellation is received by the City of Temiskaming Shores and not the date the participant stopped using their membership.
- 12.2. All memberships at the Pool and Fitness Centre may be cancelled for a full refund (less an administrative fee of \$25.00 or 25% whichever is less) within seventy-two (72) hours of purchase.
- 12.3. Monthly memberships (one, three, and six-month interval memberships) are non-refundable seventy-two (72) hours after purchase.
- 12.4. One (1) year memberships may be cancelled only if more than nine (9) months are remaining in the membership term. The refunded amount will be 60% of the yearly

membership fee. If there are less than nine (9) months remaining in the membership term the membership is non-refundable.

- 12.5. No refunds are given for any daily fees, or book of 5 passes.
- 12.6. All memberships may be put on hold due to a medical reason. A signed doctor's note must be provided to put the membership on hold.
- 12.7. Non-medical membership holds will only be considered for one (1) year memberships and can only be put on hold once during that year. One (1) month, three (3) month, or six (6) month memberships may not be put on hold. In extenuating circumstances, memberships may be extended for a period of up to two (2) months at the approval of the Superintendent of Community Programs, or the Director of Recreation.
- 12.8. ALL hold requests must be accompanied by a letter stating the member's name, phone number, email address, the start date for the hold, end date of the hold and the reason for the request. Once placed on hold this action cannot be reversed or changed.
- 12.9. In the event of a death of a membership holder, upon request by the executor of the that member's estate, the full remaining amount of their membership will be refunded on a pro-rated basis to the date on their death certificate. The refund will be in the form of a cheque made out to the member's estate.

13. Pool Rentals

Notification of cancellation of any scheduled rentals for any reason other than inclement weather is required at least forty-eight (48) hours in advance of the scheduled rental to receive a full refund (less an administrative fee of \$20.00 or 20% whichever is less). The user will be responsible for the full cost of the applicable rental if notification is received with less than forty-eight (48) hours of notice.

14. Programs (Swimming Lessons, Fitness Classes, Youth Programs, and Aquatic Leadership Classes)

- 14.1. An administration fee of \$20.00 or 20% of the registration cost (whichever is less) is applicable for all non-medical cancellations of program registrations.
- 14.2. Program registrations cancelled at least seven (7) days prior to the start of the program will be eligible for a full refund (less an administrative fee of \$20.00 or 20% whichever is less).
- 14.3. For all programs, there will be no administration fee for refunds due to medical reasons. A medical note from a medical practitioner must accompany the refund request. Refunds will be processed according to the date the written request, with accompanying note, is received by the City of Temiskaming Shores. Refunds will be prorated based on the number of classes already completed (if any) at the date of written request.
- 14.4. Any program transfers will be subject to an administration fee of \$20.00 or 20% of the registration cost (whichever is less). Program transfers at the request of or by the City will not be charged a fee.

The Corporation of the City of Temiskaming Shores

By-law No. 2020-033

Being a by-law to amend By-law No. 2012-062 being a by-law to adopt an Accounts Receivable Policy to remove provisions related to recreational cancellations and refunds

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

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

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

And whereas Council considered Administrative Report No. RS-003-2020 at the March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-062 to remove provisions related to recreational cancellations and refunds for consideration at the March 24, 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. That Schedule "A" to By-law No. 2012-062, as amended be further amended by removing any provisions related to recreational cancellations and refunds;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 24th, day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2020-034

Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessibility Upgrades at the Don Shepherdson Memorial Arena – Project No. 1591799

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 -tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. RS-004-2020 at the March 24, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Employment and Social Development Canada for Accessible Upgrades at the Don Shepherdson Memorial Arena for consideration at the March 24, 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. That the Mayor and Clerk be authorized to enter into a funding agreement with Her Majesty the Queen in Right of Canada as represented by Employment and Social Development Canada for Accessible Upgrade funding in the amount of \$100,000 at the Don Shepherdson Memorial Arena, a copy attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2020-034

Agreement between

The Corporation of the City of Temiskaming Shores

and

Her Majesty the Queen in Right of Canada

as represented by Employment and Social Development
Canada for Accessible Upgrades at the Don Shepherdson
Memorial Arena - Project No. 1591799



ARTICLES OF AGREEMENT
BETWEEN
HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY
THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT
AND
The Corporation of the City of Temiskaming Shores
(HEREINAFTER REFERRED TO AS "THE RECIPIENT")
HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures



2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"**Eligible Expenditures**" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"**Fiscal Year**" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"**Grant**" means the grant funds provided by Canada under this Agreement;

"**Project**" means the project described in *Schedule A - Project Description and Signatures*;

"**Project Period**" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"**Working Day**" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 PURPOSE OF THE GRANT

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 PAYMENT OF THE GRANT

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under Payment Method *Schedule A - Project Description and Signatures*.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.



8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act (R.S.C., 1985, c. 44 (4th Supp.))*, as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act (R.S.C., 1985, c. A-17)*, requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.



14.0 TERMINATION OF AGREEMENT

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 REPAYMENT REQUIREMENTS

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment; and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement, Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any willful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



22.0 NOTICES

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 ASSIGNMENT OF THE AGREEMENT

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 SUCCESSORS AND ASSIGNS

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 COMPLIANCE WITH LAWS

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 AMENDMENT

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 UNINCORPORATED ASSOCIATION

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 COMMUNICATION WITH THE PUBLIC

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)	
Common System for Grants and Contributions (CSGC) File Number: 1591799	
Project Title:	Don Shepherdson Memorial Arena Accessibility Upgrades
Program Name:	Enabling Accessibility Fund - Grants
This Application is:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Grant Amount:	



FOR THE RECIPIENT (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)

The Corporation of the City of Temiskaming Shores
By-law No. 2020-035
Being a by-law to amend the City of Temiskaming
Shores' Procedural By-law No. 2008-160, as amended –
Municipal Emergency Act provisions

Whereas Section 238 of the Municipal Act, 2001, as amended, provides that every municipality shall pass a procedure by-law for governing the calling, place and proceeding of meetings;

And whereas Council at the December 4, 2008 Regular Council meeting adopted Procedural By-law No. 2008-160;

And whereas Council considered Administrative Report CS-012-2020 at the March 24 2020 Regular Council meeting and directed staff prepare the necessary by-law to amend By-law No. 2008-160, as amended to incorporate *Municipal Emergency Act, 2020* provisions for consideration at the March 24, 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. That Subsection 1 Definitions, of Part 1 Meetings of Council of Schedule "A" to By-law No. 2008-160, as amended be further amended by adding the following:

1.12 Emergency means any period where an emergency has been declared to exist in all or part of the municipality under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*

2. That Subsection 1 Definitions, of Part 1 Meetings of Council of Schedule "A" to By-law No. 2008-160, as amended be further amended by removing definition 1.22 and replacing it with the following:

1.22 Meeting means any regular, special or other meeting of a Council, or a local board or of a committee of either of them, where

- a) a quorum of members is present; and
- b) members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

3. That Subsection 1 Definitions, of Part 1 Meetings of Council of Schedule "A" to By-law No. 2008-160, as amended be further amended by removing definition 1.41 and replacing it with the following:

1.41 Quorum means the minimum number of members who must be present in person at the meetings for business to be legally transacted.

4. That Subsection 2 General Provisions, of Part 1 Meetings of Council of Schedule “A” to By-law No. 2008-160, as amended be further amended by adding the following:

2.6 Where an emergency has been declared the Mayor or Deputy Mayor has the authority to waive provisions within this Procedural By-law Council members may participate in meetings electronically, however a member

5. That Subsection 4 Regular Meetings, of Part 1 Meetings of Council of Schedule “A” to By-law No. 2008-160, as amended be further amended by adding the following:

4.6 Electronic Participation

Council members may participate in meetings electronically, however a member who participates cannot be counted towards quorum.

Electronic participation is permitted in meetings open to the public, participation in closed meetings is limited to those councilors or members of a local board who are participating in-person.

6. That Subsection 6 Closed Session Meetings, of Part 1 Meetings of Council of Schedule “A” to By-law No. 2008-160, as amended be further amended by adding the following under 6.1:

- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- (i) a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence, if disclosed could prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization;
- (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

7. That Subsection 6 Closed Session Meetings, of Part 1 Meetings of Council of Schedule “A” to By-law No. 2008-160, as amended be further amended by adding the following:

6.12 Where an emergency has been declared a member of a council, of a local board or of a committee can participate electronically in a meeting that is closed to the public.

8. That Subsection 9 Quorum, of Part 1 Meetings of Council of Schedule "A" to By-law No. 2008-160, as amended be further amended by removing subsection 9 Quorum and replacing with the following:

9. Quorum

A majority of all in-person members shall constitute a quorum.

Where an emergency has been declared a member of a council, of a local board or of a committee who is participating electronically in a meeting may be counted in determining whether or not a quorum of members is present at any point in time.

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

Read a first, second and third time and finally passed this 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2020-036

Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on March 16, 2020 and its Regular meeting held on March 24, 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 Special meeting held on **March 16, 2020** and its Regular meeting held on **March 24, 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 24th day of March, 2020.

Mayor – Carman Kidd

Clerk – David B. Treen