



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, January 20, 2015
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 – January 6, 2015
- b) Special Meeting of Council – January 13, 2015

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Laura-Lee MacLeod, Treasurer

Re: Budget Presentation

10. **Communications**

a) Don Bennett, concerned ratepayer

Re: Traffic Concern – Intersection of Main and Ferguson – 3 way stop

Reference: Referred to the Director of Public Works for a response

b) Ministry of Natural Resources and Forestry – Sudbury Forest 2010-2020 Forest Management Plan

Re: Notice – Inspection of approved Planned Operations for Phase II 2015-2020

Reference: Received for information

c) Sid Vander Veen, Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs

Re: Agricultural Drainage Infrastructure Program

Reference: Received for information

- d) Dan Stencill, Aboriginal and Community Relations Liaison, Trans Canada

Re: Routine Maintenance – In-line Inspection

Reference: Received for information

Draft Motion

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

11. Committees of Council – Community and Regional

- a) Minutes of the District of Timiskaming Social Services Administration Board (DTSSAB) meeting held on November 19, 2014;
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on December 18, 2014.

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Administrative Report CGP-001-2015 – Sale of the South Part of 177150 Shepherdson Road to Pronor Developments Limited**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-001-2015;

That Council accepts the Offer to Purchase from Pronor Developments Limited for the purchase of the south 5 acre parcel of 177150 Shepherdson Road in the amount of \$150,000 plus HST; and

That Council directs staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Pronor Developments Limited for Council's consideration at the January 20, 2015 Regular meeting of Council.

b) Administrative Report CGP-002-2015 – Support for Proposed Official Plan Modifications

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-002-2015; and

That Council supports the proposed Official Plan modifications, being Appendix 01 to Administrative Report CGP-002-2015 as revised and dated December 17, 2014; and

That Council directs staff to forward this resolution of support and Appendix 01 to the Ministry of Municipal Affairs.

c) Administrative Report CGP-003-2015 – Economic Development Strategic Plan

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-003-2015; and

That Council directs staff to submit funding applications to both Fed Nor and the Northern Ontario Heritage Fund Corporation for support of the completion of an Economic Development Strategic Plan for the City.

d) Doctor Recruitment Reserve – Transfer of Surplus Funds

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus budget in 2014 for Doctor Recruitment to the Doctor Recruitment Reserve.

e) Working Fund Reserve – Surplus / Deficit Funds

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby agrees that any surplus or deficient from the 2014 Municipal Budget General Operations be transferred to or transferred from the Working Fund Reserve account.

f) Environmental Water Working Fund Reserve and Environmental Sewer Working Fund Reserve – Surplus / Deficit Funds

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby agrees that any surplus or deficient from the 2014 Municipal Budget Environmental Operations be transferred to or transferred from the Environmental Water Working Fund Reserve and/or Environmental Sewer Working Fund Reserve accounts.

g) Administrative Report PW-003-2015 – Electrical Upgrades – New Liskeard Marina

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-003-2015;

That as outlined in By-law No. 2009-012, Purchasing Policies and Procedures, Section 3.5 Approval Authority, Council approves the award of the contract to Miller Maintenance for Electrical Upgrades to the New Liskeard Marina, as detailed in Request for Proposal PW-RFP-011-2014 for a total upset limit of \$110,000.00 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law to enter into an agreement with Miller Maintenance for Electrical upgrades to the New Liskeard Marina for consideration at the January 20, 2015, Regular meeting of Council.

h) Memo 001-2015-RS – Application for Funding – Age Friendly Community Planning Grant Program and Community Transportation Pilot Grant Program

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 001-2015-RS;

That Council for the City of Temiskaming Shores directs staff to submit a funding application to the Age-Friendly Community Planning Grant Program in the amount of \$25,000 and to the Community Transportation Pilot Grant Program in the amount of \$40,000; and

That execution of these two projects is contingent upon receipt for funding under both programs.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2015-023 Being by-law to amend By-laws No. 2012-131, 2012-180, 2012-182, 2012-183 and By-law No. 2012-184 being by-laws to enter into a lease agreement with the Great Northern Family Health Team, Dr. Logan, Dr. Corbin and Dr. Corneil for rental of space at the New Liskeard Medical Centre

By-law No. 2015-024 Being by-law to amend By-laws No. 2012-039, as amended being a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores

By-law No. 2015-025 Being by-law to amend By-law 2013-048, as amended, being a by-law to enter into an Agreement with Stewardship Ontario to permit the City of Temiskaming Shores to host an Orange Drop Collection Program for the collection of Municipal Hazardous or Special Waste

By-law No. 2015-026 Being by-law to adopt a Civil Marriage Solemnization Policy for the City of Temiskaming Shores and repeal By-law No. 2010-104 being a Civil Marriage Solemnization Policy for the City of Temiskaming Shores

By-law No. 2015-027 Being by-law to adopt a Working Alone Policy for the City of Temiskaming Shores

By-law No. 2015-028 Being by-law to enter into an agreement with Miller Maintenance Northern for Electrical Upgrades to the New Liskeard Marina

By-law No. 2015-029 Being a by-law to authorize the Sale of Land to Pronor Developments Limited being a Portion of Pcl 13134 bounded by Plan 54R-2664 to the North; Part 4 plan TER-892 to the South; Shepherdson Road to the East and Highway 11 to the West

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2015-023;

By-law No. 2015-024;

By-law No. 2015-025;

By-law No. 2015-026;

By-law No. 2015-027;

By-law No. 2015-028; and

By-law No. 2015-029;

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

17. Schedule of Meetings

- a) Regular Meeting of Council – Tuesday, February 3, 2015 at 6:00 p.m.
- b) Special Meeting of Council – Tuesday, February 17, 2015 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

- a) Adoption of the January 6, 2015 – Closed Session Minutes
- b) Under Section 239 (2) (b) of the Municipal Act, 2001 – Identifiable Individual – Boards and Committees (By-law No. 2015-030)
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Negotiation Update – Unionized
- d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Negotiation Update – Non-Unionized

20. By-laws – Boards and Committees

Draft Motion

Be it resolved that By-law No. 2015-030 being a by-law to appoint community representatives to various Committees and Boards for the 2015-2018 Term of Council be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2015-030 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2015-031 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held **January 13, 2015** and its Regular Meeting held **January 20, 2015** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2015-031 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

22. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ pm.

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, January 6, 2015
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

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

2. Roll Call

Present: Mayor Carman Kidd
Councillors Jesse Foley, Patricia Hewitt, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Also Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Shelly Zubyck, Director of Corporate Services
Karen Beachamp, Director of Community Growth and Planning
Tim Uttley, Fire Chief

Media: Diane Johnston, Temiskaming Speaker
Bill Buchburger, CJTT

Members of the Public Present: 0

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2015-043

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Foley disclosed a pecuniary interest in regards to Item 19 c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Negotiation Update.

6. Review and adoption of Council Minutes

Resolutions No. 2015-044

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Regular Meeting of Council – December 16, 2014

Carried

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

None

8. Question and Answer Period

None

9. Presentations / Delegations

- a) Arlene Hearn, President - CUPE

Re: Timiskaming Hospital

Arlene Hearn was not present at the meeting and therefore did not make a presentation.

b) Director of Public Works – Doug Walsh

Re: City of Temiskaming Shores – Asset Management Plan

Utilizing a powerpoint presentation, Director of Public Works, Doug Walsh presented a general overview of the City's draft Asset Management Plan (AMP). Mr. Walsh spoke to the background, development and strategies there are included in the draft AMP that has been prepared for Council to review, comment on and eventually endorse through the By-law process.

It was noted that in the summer of 2012 the Province announced that any municipality seeking provincial capital funding would be required to have a detailed asset management plan and show how the proposed project fits within it.

In March 2013 Council adopted a Municipal Asset Management Policy which became the basis for the draft AMP. Preparation of the initial AMP was handled internally as many of the sources of information had not been assembled into one format subsequent to amalgamation.

The AMP was formatted using the Ministry of Infrastructure's *Guide for Municipal Asset Management Plans* with five key elements: State of the Infrastructure; Desired Levels of Service, Asset Management Strategy and Financial Strategy. Asset groups included are water, sanitary sewer, storm sewer, roads, bridges, lights, sidewalks, buildings and facilities and fleet.

Mr. Walsh outlined that the state of the City's infrastructure is considered to be in "fair" condition. The Level of Service is based on a number of factors including Asset Policy and legislated or regulated requirements. Mr. Walsh indicated that the Asset Management Strategy is broken down into six types and provided a general overview of each.

Mr. Walsh spoke next to the Financial Strategy of the AMP and that better practices and innovations need to be identified if the City and senior levels of government want to continue to provide an adequate level of service in an affordable manner. Mr. Walsh outlined some of the internal and external sources of revenue available to the City.

Recent and current funding opportunities were highlighted which included Latchford Street, Uno Park Road Bridge replacement and applications under the Ontario Community Infrastructure Funds (OCIF) and Building

Canada Fund. Mr. Walsh outlined that the total assets of the AMP total \$308.02 million broken down as follows:

Water System =	\$ 34.06 M
Sanitary System =	\$ 28.89 M
Storm Sewer System =	\$ 28.09 M
Roads Network =	\$ 73.97 M
Bridges =	\$ 17.1 M
Lights (street lights/traffic lights) =	\$ 1.86 M
Sidewalks & Active Trails =	\$ 19.83 M
Buildings & Facilities =	\$ 96.75 M
Fleet & Equipment =	\$ 8.34 M

Mr. Walsh concluded with indicating that the AMP should be considered a “living document” and will be updated and revised as additional information becomes available as existing infrastructure is renewed and as changes in strategy are required.

10. Communications

- a) Bill Mauro, Minister of Natural Resources – Ministry of Natural Resources and Forestry

Re: Human – Wildlife conflicts

Reference: Received for information

- b) Ted McMeekin, Minister – Ministry of Municipal Affairs and Housing

Re: 2014 Election – Reference to MMAH Mandate Letter

Reference: Received for information

- c) Tadeusz (Ted) Wieclawek, Chief of Emergency Management – Ministry of Community Safety and Correctional Services

Re: Regulatory Changes – follow up letter

Reference: Received for information

d) Rosemarie T. Leclair, Chair & CEO – Ontario Energy

Re: Province-wide consultation dates - Energy East Pipeline

Reference: Received for information

Resolution No. 2015-045

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2015-046

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the South Temiskaming Cultural Sustainability Project Committee meeting held on October 30, 2014;
- b) Minutes of the South Temiskaming Cultural Sustainability Project Committee meeting held on November 13, 2014;
- c) Minutes of the Committee of Adjustment meeting held on November 26, 2014;
- d) Minutes of the Timiskaming Board of Health meeting held on October 1, 2014;
- e) Minutes of the Timiskaming Board of Health meeting held on November 5, 2014;
- f) Third Quarter Report for 2014 to the Board of Health from the Temiskaming Health Unit;
- g) Minutes of the Earlton-Timiskaming Regional Airport Joint Municipal Services Board (MSB) meeting held on November 20, 2014;
- h) Minutes of the Temiskaming Municipal Association meeting held on November 27, 2014; and

- i) Minutes of the Temiskaming Shores Public Library Board meeting held on November 20, 2014.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2015-047

Moved by: Councillor Laferriere
Seconded by: Councillor Hewitt

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

- a) Minutes of the Public Works Committee meeting held on November 21, 2014; and
- b) Minutes of the Building Committee meeting held on November 21, 2014.

Carried

13. Reports by Members of Council

Councillor Jelly outlined that he had applied for Directorship with Ontario Good Roads and has been notified that he was not successful which is not unexpected as there are already two or three representatives in Northeastern Ontario.

Councillor McArthur spoke to local gas prices versus other areas and that we are still higher than other centres and requested that Councillor Whalen have this issue added to the FONOM agenda. Councillor McArthur outlined that he will continue to investigate this issue and report back.

Councillor Whalen outlined that he will have Gas Pricing included in the agenda for the FONOM conference in Sudbury on January 22, 2015. Councillor Whalen also pointed out that on January 24th (2-4 pm) it is anticipated that a meeting of the Earleton-Timiskaming Airport will be held for on an important discussion (feasibility study).

14. Notice of Motions

None

15. New Business

a) Memo 001-2015-CS – Amendments to By-law No. 2013-048 MHSW – Orange Drop Program

Resolution No. 2015-048

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 001-2015-CS;

That Council acknowledges receipt of correspondence from Stewardship Ontario outlining amendments to the collection agreement to permit the City of Temiskaming Shores to host an Orange Drop Event (collection of Municipal Hazardous and Special Waste) as authorized by By-law No. 2013-048; and

That Council hereby directs staff to prepare the necessary by-law to amend By-law No. 2013-048 for consideration at the January 20, 2015 Regular Council meeting.

Carried

b) Administrative Report CS-001-2015 – Health and Safety - 2015

Resolution No. 2015-049

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-001-2015;

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

That Council acknowledges that the TSJHSC will continue to operate under the requirements of the Occupational Health and Safety Act.

Carried

c) Administrative Report CS-002-2015 – Great Northern Family Health Team Lease Agreements

Resolution No. 2015-050

Moved by: Councillor Jelly
Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-002-2015;

That Council approves an increase of 1% on the rental rates for space at the New Liskeard Medical Centre effective January 1, 2015, more specifically the following agreements:

- By-law No. 2012-180, as amended with Great Northern Family Health Team;
- By-law No. 2012-131 and By-law No. 2012-184 with Dr. Patrick Logan;
- By-law No. 2012-182 with Dr. Jean Corbin;
- By-law No. 2012-183 with Dr. Glen Corneil; and

That Council directs staff to prepare the necessary amending by-laws for consideration at the January 20, 2015 Regular Council meeting.

Carried

d) Administrative Report CS-003-2015 – Working Alone Policy

Resolution No. 2015-051

Moved by: Councillor Whalen
Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-003-2015; and

That Council directs staff prepare the necessary by-law to adopt a Working Alone Policy for consideration at the January 20, 2015 Regular Council meeting.

Carried

e) Administrative Report CS-004-2015 – 2014 Municipal Election – Accessibility Initiatives

Resolution No. 2015-052

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-004-2015 regarding Accessibility Initiatives undertaken for the 2014 Municipal Election for information purposes.

Carried

f) Administrative Report CS-005-2015 – Civil Marriage Solemnization Policy

Resolution No. 2015-053

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges Administrative Report CS-005-2015; and

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2010-104 and to adopt an updated Civil Marriage Solemnization Policy for consideration at the January 20, 2015 Regular Council meeting.

Carried

g) Administrative Report CS-006-2015 – Marriage Licence Fee

Resolution No. 2015-054

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges Administrative Report CS-006-2015; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-039, as amended being a by-law to adopt Schedules of Departmental User Fees and Service Charges to increase Marriage Licence Fees from \$100 to \$125 in 2015 and \$150 in 2016 for consideration at the January 20, 2015 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2015-055

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2015-015 Being by-law to enter into an Agreement with The Corporation of the City of Timmins for the provision of a Twenty-Four (24) hour Emergency Fire Call Response System

By-law No. 2015-016 Being a by-law to enter into an agreement with Armstrong Township for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive

By-law No. 2015-017 Being a by-law to enter into an agreement with Eco-Logix for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive

By-law No. 2015-018 Being a by-law to authorize borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2015

By-law No. 2015-019 Being by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges

be hereby introduced and given first and second reading.

Carried

Resolution No. 2015-056

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2015-015;

By-law No. 2015-016;

By-law No. 2015-017;

By-law No. 2015-018; and

By-law No. 2015-019;

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

Carried

17. Schedule of Meetings

- a) Special Meeting of Council – Tuesday, January 13, 2015 at 6:00 p.m.
(Solid Waste Management)
- b) Regular Meeting of Council – Tuesday, January 20, 2015 at 6:00 p.m.
- c) Regular Meeting of Council – Tuesday, February 3, 2015 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2015-057

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council agrees to convene in Closed Session at 7:15 pm to discuss the following matters:

- a) Adoption of the December 16, 2014 – Closed Session Minutes
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – Shepherdson Road
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Negotiation Update

Carried

Resolution No. 2015-058

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that Council of the City of Temiskaming Shores agrees to rise with report at 8:04 p.m.

Carried

a) Adoption of the December 16, 2014 – Closed Session Minutes

Resolution No. 2015-059

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council approves the December 16, 2014 Closed Session Minutes as printed.

Carried

b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Disposition of Land – Shepherdson Road

Council provided staff with direction in closed session.

c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Negotiation Update

Councillor Foley disclosed a pecuniary interest with this matter and left the closed session and therefore did not participate in the discussion of the subject matter.

Council provided staff with direction in closed session.

20. Confirming By-law

Resolution No. 2015-060

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2015-020 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held January 6, 2015 be hereby introduced and given first and second reading.

Carried

Resolution No. 2015-061

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that By-law No. 2015-020 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2015-062

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 8:06 pm.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores

Special Meeting of Council

Tuesday, January 13, 2015

6:00 P.M.

City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Carman Kidd at 6:02 pm.

2. Roll Call

Present: **Mayor** Carman Kidd

Councillors: Jesse Foley, Patricia Hewitt, Doug Jelly, Jeff Laferriere,
Mike McArthur and Danny Whalen

Also

Present: David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Steve Burnett, Technical & Environmental Compliance Coordinator

Media: None

Members of the Public Present: **0**

3. Approval of Agenda

Resolution No. 2015-063

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2015-064

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

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. Presentations

- a) Steve Burnett, Technical and Environmental Compliance Coordinator

Re: Solid Waste Management program

Mr. Burnett, utilizing a powerpoint presentation, provided an overview of the Solid Waste Management Program, in particular the development of draft By-law No. 2015-021.

Mr. Burnett indicated that staff had previously prepared By-law No. 2013-195, being a by-law to establish a system for the collection and disposal of garbage, recyclables and other refuse which received first and second reading by Council on December 3, 2013 in anticipation of an enhanced curbside recycling program.

In February 2014 Council agreed to proceed with a full Solid Waste Management Program including curbside collection and transportation of recyclables with the enhanced curbside recycling program commencing in September 2014. Based on efforts since February 2014 and subsequent to four (4) months of curbside collection it was felt that due the amount of revisions required to By-law No. 2013-195 a new by-law was warranted.

Mr. Burnett outlined the modifications of the various sections of the Solid Waste Program beyond those outlined in By-law No. 2013-195. Mr. Burnett outlined that the next steps in the process is to obtain first and second reading of By-law 2015-021 (Solid Waste Management Program) in order to commence a thirty day public consultation period and forward the document to the Attorney General for approval of the short form wording prior to Council consideration of third and final reading.

Mayor Kidd thanked Mr. Burnett for his presentation.

7. New Business

- a) **Administrative Report PW-001-2015 – Solid Waste Management**

Resolution No. 2015-065

Moved by: Councillor Whalen
Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-001-2015;

That Council directs staff to undertake a thirty (30) day public consultation process for Appendix 01 – Draft Solid Waste Management By-law;

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2013-195 and consideration of first and second reading of the draft Solid Waste Management By-law at the January 13, 2015 Special meeting of Council; and

That Council directs staff to submit to the Ministry of Attorney General and Regional Senior Justice for approval of the short form wording and set fines prior to third reading.

Carried

b) Administrative Report PW-002-2015 – Consultant for Municipal Energy Plan

Resolution No. 2015-066

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-002-2015;

That as outlined in By-law No. 2009-012, Purchasing Policies and Procedures, Section 3.5 Approval Authority, Council approves the award of the contract to VIP Energy Services for Consulting to assist with the preparation of the Municipal Energy Plan for the City of Temiskaming Shores as detailed in Request for Proposal PW-RFP-010-2014 for a total upset limit of \$63,850.00 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law and agreement for the said contract for consideration at the January 13th, 2015 Special meeting of Council.

Carried

8. By-laws

Resolution No. 2015-067

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2015-021 Being a by-law to establish a system for the collection and disposal of garbage, recyclables and other refuse

By-law No. 2015-022 Being a by-law to enter into an agreement with VIP Energy Services for Consultation services to assist with the preparation of the Municipal Energy Plan for the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Carried

Resolution No. 2015-068

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that By-law No. 2015-022 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

9. Adjournment

Resolution No. 2015-069

Moved by: Councillor Laferriere
Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 6:35 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

RECEIVED
JAN 02 2015

Box 746

Haileybury ON

P0J 1K0

To Whom It May Concern:

I've lived here in Haileybury for only five years, and I don't like to complain, but I was nearly hit for the nth time at the corner of Ferguson and Main Streets this morning on my way to the post office

These are my concerns:

The intersection is a three way stop, and I can't understand why it isn't a four-way stop. Traffic is free to careen east down the hill and turn north on Ferguson or proceed east on Main, while the traffic west up the hill and north and south on Ferguson is stopped.

This seems a safety problem to me. There is a crosswalk across Ferguson three quarters of the way through the turn posing a risk to pedestrians, particularly seniors. If a delivery truck is parked near the corner facing west, it is very difficult to see anything coming down the hill from the stopline. Also, cars exiting Smallman's parking lot file out and through one building's length from the turn.

I can see that there is heavier traffic on Main, but the same people who cruise through on their way to Liskeard in the morning have to stop on their way home. These are the very drivers who could probably use a little momentum going up the hill when it's slippery. I guess there are cost considerations, but a light is needed there, in my opinion. Failing that, it should be a four-way stop.

Yours truly,



Don Bennett

INSPECTION

Sudbury Forest 2010–2020 Forest Management Plan Inspection of Approved Planned Operations for Phase II 2015–2020

The Ontario **Ministry of Natural Resources and Forestry (MNR)**, **Vermilion Forest Management Company Ltd.** and the **Sudbury Forest Local Citizens Committee (LCC)** are advising you that the Planned Operations for the second five-year term (2015–2020) of the (2010–2020) Forest Management Plan (FMP) for the **Sudbury Forest** have been approved by the MNR Regional Director and are available for inspection.

The MNR-approved Planned Operations for the second five-year term will be available for inspection for 30 days.

During the 30-day inspection period, there is an opportunity to make a written request to the Director, Environmental Assessment Approvals Branch, Ministry of the Environment and Climate Change for an individual environmental assessment of specific forest management activities in the Planned Operations for the second five-year term.

The MNR-approved Planned Operations for the second five-year term and planned operations summary are available for inspection during normal office hours (by appointment) for 30 days from **January 6, 2015 to February 4, 2015** at the following locations:

- Vermilion Forest Management Company's office, Ron Luopa at 705-560-6363 or 311 Harrison Drive, Sudbury, ON
- MNR public website at ontario.ca/forestplans
- The Ontario Government Information Centre in Toronto and ServiceOntario locations in Sudbury, Espanola, North Bay and Sturgeon Falls and most public libraries provide Internet access

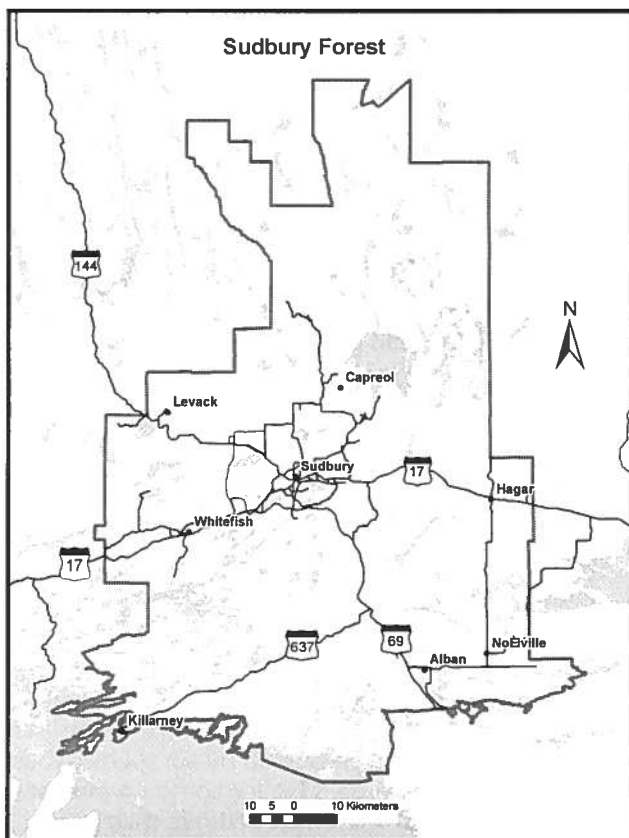
For further information, please contact:

Kelly Pike, RPF

Ministry of Natural Resources and Forestry
Northeast Regional Office
5520 Highway 101 East
South Porcupine, ON P0N 1C0
tel: 705-235-1177
fax: 705-235-1246

Viki Mather

Sudbury LCC
RR#1
Wahnapitae, ON P0M 3C0
tel: 705-919-7854
e-mail: kukagami@gmail.com



Ron Luopa, RPF

Vermilion Forest Management Company Ltd.
311 Harrison Drive
Sudbury, ON P3E 5E1
tel: 705-560-6363
fax: 705-560-7887
e-mail: vm@sudburyforest.com
website: www.sudburyforest.com

Tim Lehman, RPF

Ministry of Natural Resources and Forestry
3767 Highway 69 South, Suite 5
Sudbury, ON P3G 1E7
tel: 705-564-7875
fax: 705-564-7879

The approved planned operations will be available for public viewing for the five-year period at the same locations listed above.

This is the third and final opportunity to influence operations for the second five-year term.

The Ministry of Natural Resources and Forestry is collecting your personal information under the authority of the *Crown Forest Sustainability Act*. Any personal information you provide (address, name, telephone, etc.) will be protected in accordance with the *Freedom of Information and Protection of Privacy Act*. Your personal information may be used by the Ministry of Natural Resources and Forestry to send you further information related to this forest management planning exercise. If you have questions about the use of your personal information, please contact Bob Robinson at 705-564-7838.

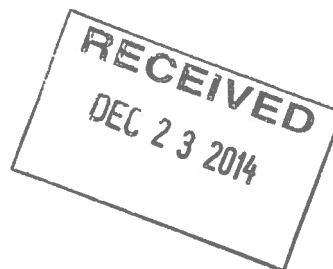
Renseignements en français : Bert Gauthier au 705 564-7866

Ministry of Agriculture,
Food and Rural Affairs

3rd Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: (519) 826-3552
Fax: (519) 826-3259

Ministère de l'Agriculture,
de l'Alimentation et
des Affaires rurales

3^e étage
1, rue Stone ouest
Guelph (Ontario) N1G 4Y2
Tél.: (519) 826-3552
Télééc.: (519) 826-3259



Environmental Management Branch

Date: December 18, 2014
To: Council, Clerk and Drainage Superintendent
From: Sid Vander Veen, Drainage Coordinator

Subject: **Agricultural Drainage Infrastructure Program**

Please ensure that all those named above are made aware of this letter.

Agricultural Drainage Infrastructure Program (ADIP):

a) Administrative Changes to ADIP:

A number of updates have been made to the ADIP policies that are minor in nature and reflect current practice. The changes include:

- The fact that all work performed under the Drainage Act must comply with the Drainage Act and the municipal procurement policies has been made a general statement.
- The provision of grants for “termination” projects was removed.
- In order to be eligible for grants, at least some portion of the property must be taxed at the Farm Property Class Tax Rate. The reference to properties assessed at the Managed Forest Tax Incentive Program and the Conservation Land Tax Incentive Program was eliminated.
- Maintenance Grants:
 - The requirement to apply for an allocation for the maintenance grant was eliminated.
 - The requirement to submit a plan of the maintenance work was eliminated
 - The list of maintenance work must now be submitted with the maintenance grants.
 - The deadline to apply for grant for drain maintenance work was changed to the last business day in April.
- Superintendent Grants:
 - An allocation request is only required for the cost of employing a superintendent.
 - A list of maintenance projects and a map showing the location of the maintenance work must be provided with the maintenance grant submission).

b) Claiming Grants for 2014/15 activities:

The provision of grants for Drainage Act activities are governed by the Drainage Act and by the policies of the Agricultural Drainage Infrastructure Program (ADIP). These documents can be accessed through the OMAFRA website: www.ontario.ca/drainage

The following is an overview of the requirements for claiming these grants:

Good Things Grow in Ontario
À bonne terre, bons produits



<i>Grant Type</i>	<i>Submission Deadline</i>	<i>For Information on Claiming Grant</i>
"A" Cost of Employing a Drainage Superintendent	Jan. 30, 2015 @ 5:00 p.m.	See Attachment 1: "Claiming Grants for Cost of Employing a Drainage Superintendent"
"B" Drain Construction or Improvement	Feb. 13, 2015 @ 5:00 p.m.	See Attachment 2: "Claiming Grants for Drain Construction or Improvement Projects"
"C" Drain Maintenance or Repair	April 30, 2015 @5:00 p.m.	See Attachment 3: "Claiming Grants for Drain Maintenance"

Attachment 4 provides a summary of the requirements for all three components of the program.

c) *Planning for the 2015/2016 Drainage Act Grants Program*

i) Grants for the Cost of Employing a Drainage Superintendent: If your municipality employs an approved drainage superintendent and intends to make use of the superintendent grants in the upcoming fiscal year, please complete the attached form entitled "Grant Allocation Request Form - Fiscal Year 2015/16". Your allocation request must be received by our ministry on or before February 27, 2015. You are advised to read ADIP policy 4.1 prior to completing the form.

ii) Construction/Improvement Projects: Please read Section 2.7 of the ADIP policies. Once your municipality has given third reading to a by-law adopting an engineer's report for the construction or improvement of a municipal drain, you are encouraged to complete and submit a "Drain Queue Notification" form. Please note that if your project is confirmed for funding in one fiscal year and you do not proceed with the project, you must notify the Ministry to maintain your place in the queue.

INQUIRIES TO OMAFRA

Please direct inquiries about grant eligibility, interpretation of the ADIP policies or the Drainage Act to me at 519-826-3552 or sid.vanderveen@ontario.ca. Inquires about specific grant applications should be directed to Andy Kester at 519-826-3551 or andy.kester@ontario.ca.

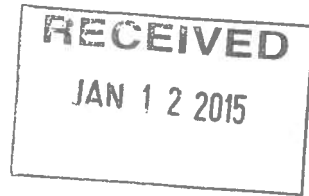
Yours truly,



Sid Vander Veen, P. Eng.
Drainage Coordinator

Attachments:

- 1) Claiming Grants for the Cost of Employing a Drainage Superintendent
- 2) Claiming Grants for Drain Maintenance
- 3) Claiming Grants For Drain Construction Or Improvement Projects
- 4) Agricultural Drainage Infrastructure Program (ADIP) Policy Summary
- 5) Queue Notification form
- 6) 2015/16 Drainage Superintendent Budget Allocation Request form



January 6, 2015

David Treen – Municipal Clerk
City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive
Haileybury, ON
POJ 1K0
Canada

TransCanada
Station 116
3965 - Highway 11 North
North Bay, Ontario P1B 8G3

tel 705.840.7456
fax 705.497.3739
email dan_stencill@transcanada.com
web www.transcanada.com

Re: Station/ Mainline Valve (MLV) 110, Haileybury to MLV 116 North Bay Line 100-1 In-line Inspection

Attention David Treen – Municipal Clerk:

Please be advised that TransCanada will be completing routine maintenance of its' pipeline facilities from Mainline Valve (MLV) or Station 110, in the Township of Firstbrook, District of Timiskaming, continuing south along the pipeline through the Township of Coleman, Town of Latchford, Municipality of Temagami, and ending in the City of North Bay, District of Nipissing, at TransCanada's Station 116. Please see map for details.

The pipeline maintenance activity that will be completed is an in-line inspection (internal) of TransCanada's pipeline (Line 100-1). This activity will involve some short periods of excessive noise as the various tools are loaded and unloaded from the pipeline launchers and receivers. The data gathered from the in-line inspection is analyzed, and if required, further maintenance activities are planned. This maintenance activity is currently scheduled to be completed during the week of January 13th to January 17th.

A fact sheet entitled 'In-line Inspection' is attached for further information.

If you have any questions, please feel free to contact me directly by telephone or e-mail.

Sincerely,

Dan Stencill
Aboriginal and Community Relations Liaison
Northern Ontario Region
TransCanada

/dks

cc: Calvin Hagel – Land Representative, Tim Uttley – Fire Chief, Temiskaming Shores., and Sheshi Epur – Project Manager



District of Timiskaming Social Services Administration Board
Conseil d'administration des services sociaux du district de Timiskaming

Minutes of the Regular Meeting of the Board

held on Wednesday, November 19, 2014 at the
NEOFACS Boardroom – Englehart

PRESENT: Jim Whipple – Chair; Norm Mino – Vice-Chair; Arla West; Brian Thornton;
Clermont Lapointe; Doug Jelly; Fred Deacon; Lois Perry; Tony Antoniazzi;
Don Studholme, CAO.

MEDIA: Darlene Wroe, Temiskaming Speaker

CALL TO ORDER: The Regular Meeting of the Board was called to order at 5:30 p.m.

1.0 DISCLOSURE OF PECUNIARY INTEREST

None.

2.0 PETITIONS AND DELEGATIONS

None.

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2014-90 MOVED by B. Thornton and SECONDED by T. Antoniazzi:

THAT the agenda of the November 19, 2014 regular meeting of the Board be accepted as presented.

CARRIED

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2014-91 MOVED by C. Lapointe and SECONDED by F. Deacon:

THAT the minutes of the October 22, 2014 regular meeting of the Board be approved as presented.

CARRIED

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

D. Studholme, CAO, informed the Board that he met with the Ministry of Municipal Affairs and Housing (MMAH) concerning the area's current household income limits (HILs) categorization. MMAH explained that the Housing Policy staff has undergone preliminary discussions with CMHC and further analysis is required on this matter. Once the results are available, the lead Manager on this file will meet with D. Studholme and K. Black, Social Housing Manager. More information will follow as they become available.

6.0 CORRESPONDENCE

6.1 Letter from the Ministry of State (Social Development) dated October 14, 2014
Re: Affordable Housing

Don Studholme, CAO, presented the letter to the Board for their information.

6.2 Letter from MMAH dated November 3, 2014
Re: HILS

Don Studholme, CAO, presented the letter to the Board for their information.

Resolution # 2014-92 MOVED by N. Mino and SECONDED by D. Jelly:

THAT the Board receives the Correspondence as presented, for information.

CARRIED

7.0 OTHER BUSINESS

7.1 Social Housing 2015 Annual Tenders

Don Studholme, CAO, presented the letter to the Board for their approval.

Resolution # 2014-93 MOVED by F. Deacon and SECONDED by T. Antoniazzi:

THAT the Board approves that tenders for Painting & Cleaning, Plumbing & Heating and Electrical for Social Housing be awarded for two year terms effective January 1, 2015.

CARRIED

7.2 Social Housing 2014 Capital Funds

Don Studholme, CAO, presented this item to the Board for discussion and for approval.

Resolution # 2014-94 MOVED by L. Perry and SECONDED by B. Thornton:

THAT the Board approves the transfer of surplus capital funds for 2014 in the amount of approximately \$183,000 to the Social Housing capital reserve account for use in 2015 for scheduled capital repairs. The exact amount of the surplus will be determined at year end through a consensus between the Director of Finance and the Social Housing Manager.

CARRIED

7.3 CAO Report

Don Studholme, CAO, presented the letter to the Board for their information.

8.0 IN CAMERA SESSION

Resolution # 2014-95 MOVED by L. Perry and SECONDED by B. Thornton:

THAT the Board resolves to move into closed session to discuss one HR matter and one legal matter.

CARRIED

9.0 RETURN TO REGULAR MEETING

Resolution # 2014-98 MOVED by F. Deacon and SECONDED by T. Antoniazzi:

THAT the Board resolves to rise from the in-camera session and reconvene with the regular Board meeting at 6:17p.m., with one item to report.

CARRIED

Resolution # 2014-99 MOVED by C. Lapointe and SECONDED by D. Jelly:

THAT the Board approves the renegotiated three-year SEIU Collective Agreement that will expire on December 31, 2016.

CARRIED

8.0 ADJOURNMENT / NEXT MEETING

Resolution # 2014-100 MOVED by T. Antoniazzi and SECONDED by L. Perry:

RESOLVED THAT the Board meeting be hereby adjourned at 6.17 p.m.

AND that the next meeting be held on January 14, 2015, in Englehart, or at the call of the Chair.

CARRIED

Minutes signed as approved by the Board:


Board Chair

Jan 14, 2015
Date

Minutes Recorder: Lise Gauvreau, Executive Assistant - DTSSAB

Temiskaming Shores Public Library Board

Meeting Minutes
Thursday, December 18, 2014
7:00 p.m. at the Haileybury Branch

1. Call to Order

Meeting called to order by Chair R. Oblin at 7:10 p.m.

2. Roll Call

Present: Roger Oblin, Donald Bisson, Cam Locke, Theresa McGrory, Mike McArthur,
and CEO/Head Librarian Rebecca Hunt

Regrets: Brenda Morissette, Jack Dent

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Mike McArthur

Seconded by: Donald Bisson

Be it resolved that the Temiskaming Shores Public Library Board accept the agenda as presented.

Carried

4. Adoption of the Minutes

Moved by: Donald Bisson

Seconded by: Theresa McGrory

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Thursday, November 20, 2014 as printed.

Carried

5. Business arising from Minutes

- a. There was an inquiry about the letters that were to be sent to Jody Grant and Helen Whittome. The Board Chair confirmed that the letters had been sent.

6. Correspondence

- a. Mr. Peter Armstrong, Director, Programs and Services Branch – Ministry of Tourism, Culture and Sport

Re: Ontario Libraries Capacity Fund.

Reference: Received for information.

- b. Mr. Jean-Claude Carrier, agent de développement communautaire – Association Canadienne-Française de l'Ontario

Re: brunch des organismes.

Reference: The Library Board Chair will attend as in the past. Received for information.

- c. Mr. Jay Aspin, Member of Parliament, Nipissing-Timiskaming – House of Commons, Canada

Re: Congratulations on receiving the “Excellence in Partnership and Community Capacity Award” from the Ontario Library Service-North for the Technology Training Project.

Reference: Received for information.

7. Secretary–Treasurer’s Report

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

Friends of the Library

Will meet on March 18, 2015 at 11:00 in Haileybury.

Building and Equipment

Fire safety checks were conducted in November in the Haileybury building.

There was an indexing problem with the JASI database from November 17 until November 26. The system was repeatedly down and we had to put cataloguing on hold even while we were online because of the indexing issue. The issue was resolved by November 27.

Business

I proctored two exams in November.

I will be on holidays from Friday, December 19 until Monday, December 29.

On December 1, Eastlink Cable Channel contacted me to see if I would be willing to film a short Christmas greeting on behalf of the library for the holiday season for the local channel. They were also filming at city hall. On December 2 we filmed the message at the Haileybury Library.

Programming

Technology Help One-on-One and Drop-In Sessions at the Haileybury Branch

Tuesdays, Wednesdays or Saturdays or drop in on Fridays

Les liseuses, Club de lecture pour les adultes à la succursale de New Liskeard

Le premier mardi du mois de 10 h à 11 h.

Pay as you Please Used Book Sales at the Library Branches

There are ongoing used book sales at both branches of the library, pay as you please.

Tuesday Night Book Club at the New Liskeard Branch

The last Tuesday of each month.

French Christmas craft time at the Haileybury Branch

Saturday, December 6.

Teen Christmas craft at the New Liskeard Branch

Wednesday, December 10.

Christmas craft and Story Time

Saturday, December 20 (Haileybury Branch); Monday, December 22 (New Liskeard Branch)

The CEO also reported to the board on the budget forecast for the final quarter of the year. At this point overall operating expenditures will be slightly under target.

8. Committee Reports

a. Finance and Property Committee

Nothing to report

b. Planning and Policy Committee

Nothing to report

c. Publicity / Personnel

Nothing to report.

9. New Business

a. Report #019-2014 Health and Safety November workplace inspection report

Received for information.

b. Report #020-2014 Merging the library network with the city.

The Board is in agreement with merging the library network with the city, however will defer the issue until it can be further investigated by the policy committee and an agreement drafted. A suggestion was made to invite Brad Hearn, IT Administrator, to a board meeting to speak about the changes.

c. Report #021-2014 Ontario Library Capacity Fund grant.

The Board is in agreement with the recommendations in the report, but will defer the issue until the Finance Committee in the new term can further investigate.

d. Report #022-2014 OLA Conference

The CEO reported that the Ministry of Tourism, Culture and Sport has agreed to pay for the CEO's flight and one night in the hotel in order to attend the conference and

awards banquet. The other costs of attending the conference have been included in current budgeted amounts. The report was received for information.

10. Plan Review - Strategic Plan homework

a. Review of draft strategic plan

The Board reviewed and revised the December draft of the strategic plan.

11. Policy and Bylaw Review

a. Review of Policy-1, Policy Development Policy

Motion #2014-28

Moved: Cam Locke

Seconded: Theresa McGrory

Be it resolved that the Temiskaming Shores Public Library Board adopts the Library's Policy Development Policy, number Policy-1, as amended by the Board.

Carried

12. Adjournment

Motion to adjourn by Mike McArthur at 8:32 pm.

Carried

Chair – Roger Oblin

Subject: Sale of the South part of 177150 Shepherdson Road to Pronor Developments Limited

Report No.: CGP-001-2015

Agenda Date: January 20, 2015

Attachments

Appendix 01: Agreement of Purchase and Sale

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-001-2015;
2. That Council accepts the Offer to Purchase from Pronor Developments Limited for the purchase of the south 5 acre parcel of 177150 Shepherdson Road in the amount of \$150,000 plus HST; and
3. That Council directs staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Pronor Developments Limited for Council's consideration at the January 20, 2015 Regular meeting of Council.

Background

In the October 1, 2014 Community Bulletin, Council gave notice to advise the public that Council was considering declaring land surplus to the needs of the City and selling it. Council invited any person, who claimed his/her land would be impacted by the sale of this land, or any interested party or individual, to attend the public meeting scheduled for October 7, 2014. The land is part of 177150 Shepherdson Road and is a 5 acre parcel of vacant land located between the Kingdom Hall on the North, Paul's Building Contractor on the South, Highway 11 on the West and Shepherdson Road on the East.

On October 7, 2014 Council held a public meeting and no members of the public commented on the proposed sale of land. Council passed Resolution No. 2014-518 declaring the land to be surplus to the City's needs.

Council also established the purchase price of the land at \$30,000 per acre x 5 acres = \$150,000. This price is the same as the price of lots with Highway 11 frontage in the Dymond Industrial Park extension. Council agreed to extend service lines from the City's water and sewer mains to the property line for this price. Council also agreed to hold the land for the Great Northern Family Health Team for 90 days to give them time to negotiate a letter of intent with a potential developer for the office building.

On December 10, 2014, Staff met with Christian Fortin of Pronor Developments Limited and Shirley Watchorn of the Great Northern Family Health Team. Shirley Watchorn advised that the Health Team has signed a letter of intent with Pronor Developments Limited to design, build and lease office space to the Health Team.

At the January 6, 2015 Council meeting, Closed Session, Council considered Confidential Memo No. 001-2015-CGP regarding an Offer to Purchase from Pronor Developments Limited. Council provided direction to staff regarding the conditions of sale. Staff discussed Council's requests with the purchaser who prepared and submitted a final Agreement of Purchase and Sale for Council's consideration. The Agreement is attached as Appendix 01.

Analysis

The Agreement of Purchase and Sale contains the following provisions:

1. The land is described as a Portion of Parcel 13134 bounded by Part 1 Plan 54R-2664 to the north (Jehovah's Witness Kingdom Hall), Part 4 Plan TER-892 to the South (Paul's Building Contractor), Shepherdson Road to the East and Highway 11 to the West.
2. The parcel is approximately 5 acres in area.
3. The sale price is \$150,000 plus HST. A \$10,000 deposit will be provided.
4. The Offer is valid until January 30, 2015.
5. The Closing Date will be June 30, 2015.
6. The Purchase Price will be adjusted based on confirmation from the surveyor of the actual acreage at a price of \$30,000/acre.
7. The City agrees to provide one sanitary sewer service connection and one water service connection at no cost to the Buyer and the City will choose the location of the service connections.
8. If for any reason the Buyer does not construct a building for the Great Northern Family Health Team on the property, the Buyer shall reimburse the City for the cost of the construction of the sanitary sewer and water connection to a maximum of \$ 20,000.
9. The City agrees to give authorization to the Buyer to access the site for the purpose of conducting a soils investigation to determine the suitability of sub soil for the construction of office and commercial buildings. The Buyer agrees to consult with the City prior to entering onto the land to perform soil testing, in order that the City can ensure that there will be a minimal amount of land clearing.
10. The Buyer agrees to develop the lands and to construct thereon a building with an MPAC assessed value of not less than \$100,000 within three years from the

closing date of the land purchase. If the Buyer does not develop the land and building within the three year period, the City shall have the option to purchase back the property at the same price that the Buyer paid on closing of this transaction.

11. The City is required to retain a surveyor to prepare a reference plan of the property before April 1, 2015.
12. The Offer is conditional upon satisfying the following by June 1, 2015:
 - a) The Buyer determining, at the Buyer's own expense, that all applicable laws required to obtain a building permit have been satisfied;
 - b) That the Buyer agrees that prior to requesting any Building Permit, the Buyer shall have entered into a Site Plan Agreement with the City to be registered on title to the lands at the Buyer's expense.
 - c) The Buyer determining at the Buyer's expense that the provision of hydro and telephone service to the property shall not exceed a cost of approximately \$10,000.
 - d) The Buyer determining at the Buyers expense the cost of constructing roads, installing necessary services, and generally ascertaining if the terrain will permit development at a reasonable price.
 - e) The Buyer determining at the Buyer's expense that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, and other environmental due diligence is obtained.
 - f) The Buyer executing a lease agreement with the Great Northern Family Health Team and the Ministry of Health whereas the Buyer will construct an office building of approximately 10,000 square feet for the Tenants. The Buyer shall have until May 1, 2015 to verify that the financial covenant of the Tenant is satisfactory to the Buyer.
 - g) The Buyer obtaining at the Buyer's expense, a rezoning to allow for a commercial and office use for the property.

Staff recommends that Council accept the Offer to Purchase from Pronor Developments Limited and pass a By-law at the January 20, 2015 Council meeting to enter into an Agreement of Purchase and Sale.

Alternatives

No alternatives were considered.

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 City is required to retain a surveyor to prepare a reference plan at an estimated cost of \$3,000; install a water and sanitary sewer service at an estimated cost of \$20,000; and pay legal fees at an estimated cost of \$2,500. If the buyer does not secure a lease agreement with the Great Northern Family Health Team, he will reimburse the City the cost of the service installations to a maximum of \$20,000.

The purchase price is \$150,000 less any adjustments due to acreage based on \$30,000/acre. The above costs will be deducted from the revenue and the balance will be placed in the Community Development Reserve.

The Treasurer advises that the property is currently exempt for taxation purposes. The sale will result in assessable property which will generate increased tax revenues. Tax revenues will be further increased once the property is developed.

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

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"original signed by"

"original signed by"

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

Agreement of Purchase and Sale Commercial

Form 500 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 19th day of December 2014

BUYER, Pronor Developments Limited, agrees to purchase from
(Full legal names of all Buyers)

SELLER, City of Temiskaming Shores, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address: 177150 Sheperdson Road

fronting on the West side of Sheperdson Road

in the City of Temiskaming Shores

and having a frontage of 160 meters more or less by a depth of 150 meters more or less

and legally described as Portion of Parcel 13134 bounded by Plan 54R-2664 to the north; Part 4 plan TER-892 to the

South; Sheperdson Road to the East and Highway 11 to the West. (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 150,000.00

One Hundred Fifty Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Ten Thousand Dollars (CDN\$) 10,000.00

by negotiable cheque payable to City of Temiskaming Shores "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A and B attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until a.m./p.m. on the 30 day of January 2015, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 30 day of June 2015. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.: 705-494-7410
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: Email Address: christian@mgnb.ca
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

N/A

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

N/A

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

N/A

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15 day of June 2015 (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (M1 Industrial Zone) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
 (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Witness: Pronor Developments Limited
[Buyer/Authorized Signing Officer] DATE 12/19/2014
CHRISTIAN FORTIN (Seal)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Witness: City of Temiskaming Shores
[Seller/Authorized Signing Officer] DATE
[Seller/Authorized Signing Officer] DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

Witness: [Spouse] DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at a.m./p.m. this day of 20.....

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... Tel.No.
Salesperson / Broker Name
Co-op/Buyer Brokerage..... Tel.No.
Salesperson / Broker Name

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.
[Seller] DATE
[Buyer] DATE
Address for Service..... Tel.No.
Address..... Tel.No.
Email..... Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: Mallette-Goring (N.B.) Inc., Brokerage
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale, Acknowledged by:
[Authorized to bind the Listing Brokerage] [Authorized to bind the Co-operating Brokerage]

Schedule A

Agreement of Purchase and Sale – Commercial

Form 500 for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Pronor Developments Limited, and

SELLER, City of Temiskaming Shores

for the purchase and sale of 177150 Sheperdson Road Temiskaming Shores

..... dated the 19th day of December, 2014

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Seller acknowledges that the Buyer is acquiring the property for development, and the purchase price is calculated on the basis of acreage (\$ 30,000.00) per acre. In the event of a discrepancy in area, the purchase price will be adjusted accordingly at time of completion. The City agrees to provide a maximum of one sanitary sewer service connection and one water service connection at no cost to the Purchaser and the City will choose the location of the service connections. If for any reason the Purchaser does not construct a building for the Great Family Health Team on the said property, the Purchaser shall reimburse the City for the cost of the construction of the sanitary sewer and water connection. Said cost shall not exceed Twenty Thousand dollars.

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that all applicable laws required to obtain a building permit have been satisfied by June 1st, 2015. The purchaser agrees that prior to requesting any building permit, the Purchaser shall have entered into a Site Plan Agreement with the City to be registered on title to the lands at the Purchaser's expense dealing with matters subject to site plan control in accordance with the provision of Section 41 of the Planning Act of Ontario. Unless the Buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on June 01, 2015, that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that the provision of service by hydro and telephone to the said property shall not exceed a cost of approximately (\$ 10,000.00). Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on June 01, 2015, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, the cost of constructing roads, installing necessary services, and generally ascertaining if the terrain will permit development at a reasonable price. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on June 01, 2015, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



Schedule A Agreement of Purchase and Sale – Commercial

Form 500 for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Pronor Developments Limited, and

SELLER, City of Temiskaming Shores

for the purchase and sale of 177150 Sheperdson Road Temiskaming Shores

..... dated the 19th day of December, 2014

the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the Buyer determining, at the Buyer's own expense that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigation, charges or prosecutions respecting Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licences are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters in possession of the Seller. The Seller further authorizes the Ministry of the Environment to release to the Buyer, the Buyer's Representative or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on June 01, 2015, that the preceding condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to above and the Tenant's deposit shall be returned in full without deduction.

The Seller agrees to provide, at the Seller's own expense, not later than 4:00 p.m. on April 01, 2015, a new survey of said property showing the current location of all structures, buildings, fences, improvements, easements, rights-of-way, and encroachments affecting said property. the Seller as aforesaid within the time period stated herein.

This offer is conditional upon the Buyer executing a lease agreement with the Great Northern Family Health Team and the Ministry of Health whereas the Buyer will construction of an office building of approximately 10,000 square feet for the Tenants. The Buyer shall have until not later than 4:00 p.m. on May 01, 2015, to verify that the financial covenant of the Tenant is satisfactory to the Buyer. If the Tenant's covenant is not acceptable to the Buyer, the Buyer may terminate this Agreement by notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement to Purchase or any Schedule thereto within the time period stated. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to above and the Tenant's deposit shall be returned in full without deduction.

This Offer is conditional upon the Buyer obtaining at the Buyer's expense, a rezoning, to allow for a commercial and office use for said property. Both Buyer and Seller agree to proceed in a diligent manner to acquire the re-zoning. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on June 1st 2015, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





Schedule A Agreement of Purchase and Sale – Commercial

Form 500 for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Pronor Developments Limited, and

SELLER, City of Temiskaming Shores

for the purchase and sale of 177150 Sheperdson Road Temiskaming Shores

..... dated the 19th day of December, 20 14

Seller upon acceptance of this offer hereby give authorization to the Buyer to access the site for the purpose of doing soil investigation to determined the suitability of sub soil for the construction of office and commercial buildings. Purchaser agrees to consult with the City prior to entering onto the land to perform soil testing, in order that the City can ensure that there will be a minimal amount of land clearing.

The purchaser agrees to develop the lands and to construct thereon a building with an MPAC assessment value of One Hundred Thousand dollars (\$100,000.00) within three years from the closing date of the land purchase. If the Purchaser did not developed the land and building within the three year period the City of Temiskaming Shores shall have the option to purchase back the subject lands at the same price that the Purchaser paid on closing of this transaction.

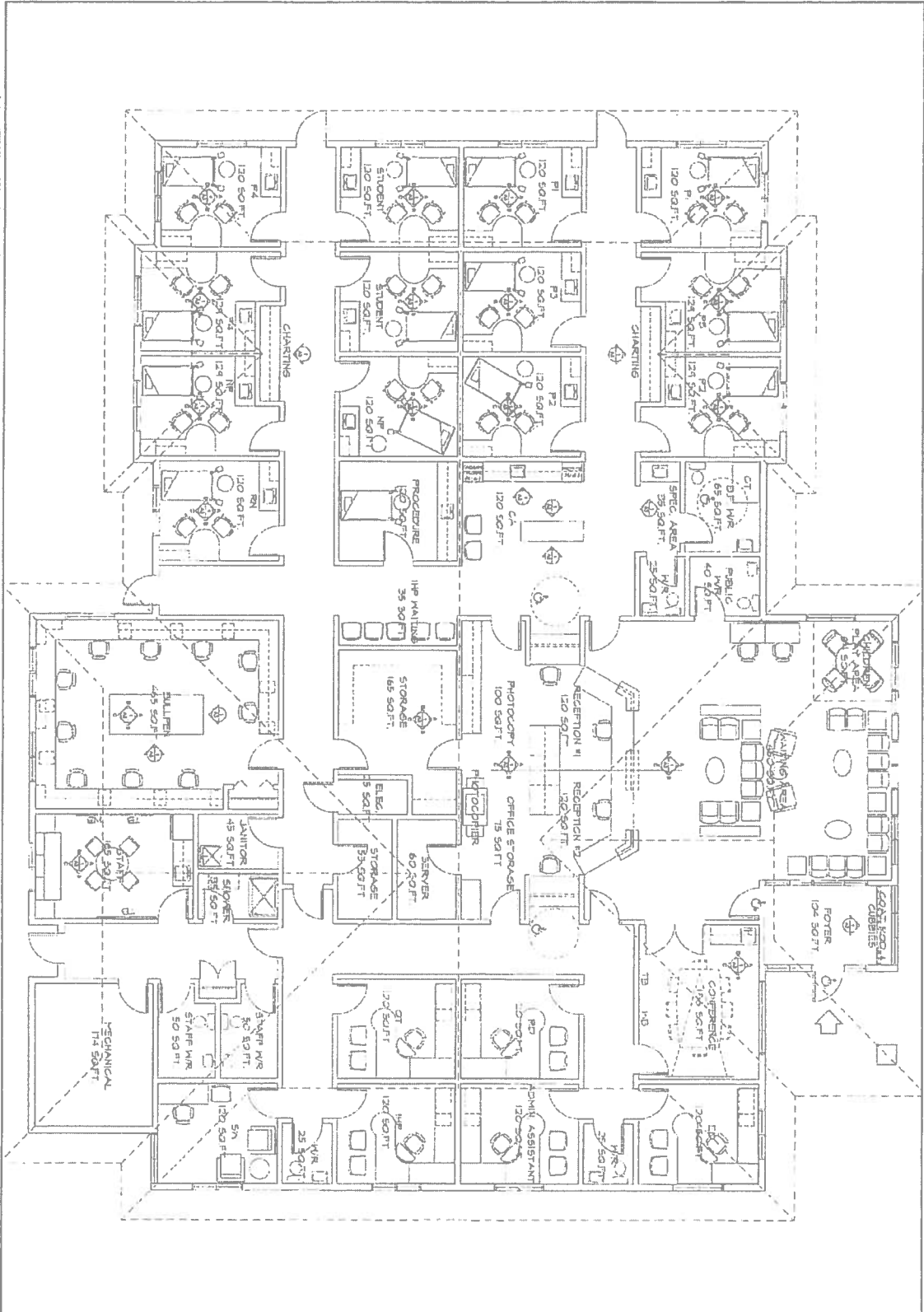
This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



"B"



<p>A1</p>	<p>PROJECT: PORTAGIAN FAMILY HEALTH TEAM</p> <p>DESIGNER: EVANS BERTRAND HILL WHEELER ARCHITECTURE</p> <p>DATE: 10/15/08</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>EVANS BERTRAND HILL WHEELER ARCHITECTURE</p>	
	<p>FLOOR PLAN LEVEL 100</p>		





Registrant's Disclosure of Interest Acquisition of Property

Form 160 for use in the Province of Ontario

This statement is made in accordance with the requirements of the Real Estate and Business Brokers Act and Code of Ethics Regulations of the Province of Ontario.

I, CHRISTIAN FORTIN declare that I am
(Name of Registrant)

a registered Real Estate representing Mallette-Goring (N.B.) Inc. Brokerage
(Brokerage/Broker/Salesperson) (Name of Brokerage)

in connection with a proposed Offer to Purchase/Lease/Exchange/Option your Property known as 177150 Sheperdson Road

Temiskaming Shores

Please be advised that, if the proposed Offer is accepted, I will be either directly or indirectly acquiring an interest in your Property.

NOTE: If the Registrant's interest is indirect, explain the nature of the interest in accordance with the definition of a "Related Person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.

EXPLANATION:

I hereby declare that the following is a full disclosure of all facts within my knowledge that affect or will affect the value of your Property:

A company that the registrant owns will purchase and build a commercial development on the subject site.

(Attach Appendix "A" if necessary)

AND

I hereby declare that the following is a full disclosure of the particulars of any agreement by, or on behalf of myself for the sale, exchange, option or other disposition of any interest in your Property to any other person:

N/A

(Attach Appendix "B" if necessary)

I will not be receiving a portion of any commission payable in connection with this transaction.
(will/will not)

For the purposes of this Registrant's Statement as Buyer, "Buyer" includes purchaser, tenant and lessee, and "Seller" includes vendor, landlord and lessor.

[Signature of Registrant who is making the Declaration] CHRISTIAN FORTIN DATE Jan 13 2015

[Signature of Broker of Record/Manager of Brokerage] DATE

ACKNOWLEDGEMENT

I/We, the undersigned, as Seller(s) in this transaction have read and clearly understand this statement and acknowledge this date having received a copy of same, PRIOR TO BEING PRESENTED WITH AN OFFER TO PURCHASE, LEASE, EXCHANGE, OR OPTION.

..... DATE

(Witness) (Seller)

..... DATE

(Witness) (Seller)



Subject: Support for Proposed Official
Plan Modifications

Report No.: CGP-002-2015
Agenda Date: January 20, 2015

Attachments

Appendix 01: Proposed Modifications – Revised December 17, 2014

Appendix 02: Mapping Changes requested by Staff

Appendix 03: Settlement Area Boundary

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-002-2015;
2. That Council supports the proposed Official Plan modifications, being Appendix 01 to Administrative Report CGP-002-2015 as revised and dated December 17, 2014; and
3. That Council directs staff to forward this resolution of support and Appendix 01 to the Ministry of Municipal Affairs.

Background

On March 4, 2014 Council passed By-law No. 2014-040 adopting the City of Temiskaming Shores Official Plan and directing staff to forward the record to the Ministry of Municipal Affairs and Housing (MMAH) for review and approval.

On October 28, 2014, MMAH sent a draft decision with proposed modifications that are based on review and analysis of the adopted Official Plan in the context of the Planning Act, 2014 Provincial Policy Statement, and the Growth Plan for Northern Ontario.

At the November 4, 2014 Council meeting, Council passed a resolution directing staff to review the proposed modifications with MMAH and the City's consultant, Glenn Tunnock, and to prepare an administrative report for Council's consideration at a future Council meeting.

Staff reviewed the proposed modifications with MMAH and it was determined that some additional changes were required. MMAH issued a revised version of the modifications on December 17, 2014. The revised modifications are attached as Appendix 01.

Analysis

Staff have reviewed the proposed modifications with Glenn Tunnock and MMAH staff. While staff agreed with most of the proposed modifications in the October 28, 2014 submission from MMAH, it was determined that modifications 10, 11, and 17 required further discussion with MMAH. Through further review of the Plan and the schedules it was also determined that additional items needed to be included and some mapping changes were required as well. Staff requested MMAH to include these items as part of the proposed modifications.

Modification 10 proposed to add Section 4.14 to establish policies to address land use compatibility between industrial/aggregate uses and sensitive land uses in compliance with Section 1.2.6.1 of the 2014 Provincial Policy Statement (PPS). This modification proposed to include the requirements of the Ministry of Environment's D-6 Guideline, including the recommended minimum separation distances for Class 1, 2, and 3 industries. It is staff's preference not to include specific separation distances and setbacks in the Official Plan and to instead include them in the Zoning By-law. In the specific case of the D-6 Guideline, the recommended separation distances can be reduced if engineering studies are completed to show that the impacts of the industrial use on the sensitive land use can be minimized. If the separation distances are included in the Official Plan then an Official Plan amendment is required for a reduction in these distances, which is a much more onerous process for proponents than a Zoning By-law amendment. In consultation with MMAH, it was determined that the modification as originally proposed could be changed to remove the recommended minimum separation distances, but to keep the reference to the D-6 Guideline. Staff agrees with proposed modification 10 as revised.

Modification 11 proposes to change the section regarding provincial highways, specifically policies for development in the vicinity of Highway 11 North. The proposed modification adds a section requiring noise and vibration studies in accordance with Environmental Noise Guideline NPC-300, and states that the study required by NPC-300 must be undertaken for the development of residential or other sensitive land uses within 100m of Highway 11 or 50m of the Highway 11 right-of-way. As with modification 10, it is staff's preference not to include specific distances in the Official Plan to allow for more flexibility in implementation. Through discussion with MMAH staff it was determined that in this case the numbers are required as the guideline referenced only provides guidance on how to complete the study, not recommended separation distances. MMAH staff noted that the modification adds a policy that the required study be undertaken for proposed development within this separation distance and does not directly restrict development within this distance. Staff is satisfied with this reasoning and agrees with proposed modification 11.

Modification 17 addresses the minimum lot area for agricultural severances. During pre-consultation on the Official Plan with the Ministry of Agriculture, Food and Rural Affairs (OMAFRA); OMAFRA requested the inclusion of a minimum agricultural lot area of 40

hectares (100 acres) in the Official Plan. City staff have had numerous discussions with MMAH and OMAFRA staff and have continued to reinforce the fact that the typical parcel fabric in the Temiskaming Shores area sees each lot and concession made up of four 64 hectare (160 acre) parcels, many of which have been further divided into two 32 hectare (80 acre) lots. The 32 hectare (80 acre) minimum lot size was included as a policy in the Township of Dymond Zoning By-law in 1986 and has been the required minimum since. MMAH and OMAFRA have reviewed the discussions with City staff and the information provided by City staff in this regard and have stated that they are not able to support the requested reduction in OMAFRA standards as their research has shown that larger agricultural operations are more viable than small operations. They have further noted that this minimum lot area only impacts the severance of agricultural land and is required to ensure consistency with the PPS. OMAFRA has agreed to the inclusion of the word “generally” in the proposed modification to give the City a small amount of flexibility when considering requests for agricultural severances that may not exactly conform to the 40 hectare (100 acre) minimum lot area.

City staff have also requested some mapping changes required to reflect existing property uses and situations, as well as the addition of two modifications under Section 15.1, which is the section that sets out some of the studies that can be required for planning applications.

The mapping changes requested by staff are attached as Appendix 02 for Council’s information. Most of the changes are to reflect existing situations. The redesignation of certain areas in Haileybury from Residential Neighbourhood to Rural Area is required pursuant to discussions with MMAH staff regarding land needs for the 20 year planning horizon, servicing considerations, and the fact that MMAH will not approve Rural Areas designations within the Settlement Area Boundary.

An additional mapping change that is required and is not reflected in Appendix 02 is the re-drawing of the Settlement Area Boundary to the east of the Temiskaming Square mall to reflect the required Minimum Distance Separation (MDS) from the existing dairy barn and manure pit. The purpose of the MDS calculation is to protect neighbouring land uses from the normal odours associated with farming operations, and to protect the farming operations from nuisance complaints. The MDS guideline groups land uses into Type A and Type B uses and different separation distance are required depending on the type. Commercial uses are Type B land uses and in the case of this dairy barn, the required separation distance was calculated as 519m (1,703’) from the manure storage pit. The City hired a surveyor to provide a visual representation showing the actual location of the MDS setback. This information is attached as Appendix 03 - Settlement Area Boundary.

MMAH staff have requested a resolution from Council supporting the proposed modifications, as revised. If Council wishes to support some of the modifications but does not support other modifications, then MMAH encourages Council to include in the resolution which modifications are not supported.

Staff recommend that Council pass a resolution supporting the revised modifications attached as Appendix 01. Once MMAH receives the resolution of support, MMAH staff will prepare a report for the Minister recommending approval with the proposed modifications. Upon approval of the Plan MMAH will issue the notice of decision which is subject to a 20-day appeal period where any public body or individual may appeal the Plan or parts of the Plan to the Ontario Municipal Board (OMB).

Financial / Staffing Implications

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

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council's consideration by:

"original signed by"

"original signed by"

"original signed by"

 Jennifer Pye
 Planner

 Karen Beauchamp, MCIP, RPP, CMO
 Director of Community Growth
 and Planning

 Christopher W. Oslund
 City Manager

Draft Decision
Proposed Modifications and Rationale
December 17, 2014 Revised Version

I hereby approve the repeal of the Township of Dymond Official Plan, the Town of New Liskeard Official Plan, and the Town of Haileybury Official Plan, pursuant to By-law No. 2014-040, insofar as these Official Plans are in effect;

I hereby modify and approve, as modified, the Official Plan for the City of Temiskaming Shores as adopted by the City of Temiskaming Shores by By-law No. 2014-040, as follows:

1. **PAGE 2, SECTION 1.2 THE PLAN AND ITS PURPOSE**, by adding the following new sentence to the end of the final paragraph in this section:

“The Official Plan will be reviewed not less than every five years after the Plan comes into effect.”

This modification is required in order to ensure that the Official Plan is appropriately reviewed and revised to reflect changing local circumstances and changes in Provincial policy as required by Section 26(1) of the Planning Act.

2. **PAGE 5, SECTION 2: INTERPRETATION (diagram)**, by:
 - a. Deleting the words “referred to in a policy in this Plan” in the second bullet in the box falling under “Temiskaming Shores Official Plan”; and
 - b. Replacing “2005” with “**2014**” before the words “Provincial Policy Statement” in the Provincial Policy Statement text box

Part a. of this modification is required to avoid conflict with Section 1.1 of the Official Plan which indicates that all diagrams are part of the Plan. The Plan makes extensive use of diagrams, for example the one on page 5 to which this modification applies and which makes up Section 2 in its entirety. Additionally, as diagrams are not numbered, it is uncertain which diagrams would be considered to be ‘referred’ to in the policy and therefore part of the Plan. Part b. of this modification is required to bring the OP up-to-date with the current 2014 Provincial Policy Statement.

3. **PAGE 6, SECTION 3.4 PROJECTIONS**, by:
 - a. Deleting “by 2026 and 15,040” in the first bullet; and
 - b. Replacing “1,830” with “**1,540**” in the second bullet

This modification is required for consistency with Section 1.1.2 of the 2014 Provincial Policy Statement (PPS) which directs that sufficient lands be made available to meet projected needs for a time horizon of up to 20 years. As noted in MMAH's August 2012 One Window comments on the draft official plan, the C4SE Economic Potential Study submitted as supporting material for the Plan projects a population of 13,760 by 2031 and a need for 1,540 additional housing units.

4. **PAGE 6, SECTION 3.5 TARGETS, diagram entitled "Targets for Housing Distribution,"** by:
 - a. Replacing "Dymond – 10%/30 units" with "**Dymond 15% / 220 units**";
 - b. Replacing "New Liskeard – 65%/1,100 units" with "**New Liskeard 53% / 820 units**"; and
 - c. Replacing "Haileybury - 25%/700 units" with "**Haileybury 32% / 500 units**"

This modification is required for consistency with the Section 1.2 of the 2014 PPS which directs that sufficient lands be made available to meet projected needs for a time horizon of up to 20 years. The housing distribution as modified is consistent with the background study completed by C4SE and represents a more accurate projection of the City's housing needs over the next 20 years.

5. **PAGE 8, SECTION 3.6.12 AFFORDABLE HOUSING,** by adding the following new paragraph at the end of the section:

In the case of rental housing, 'affordable' shall be defined as a unit for which rent is at or below the regional market area average, or, a unit which does not exceed 30% of gross annual household income for low and moderate income households, whichever is least expensive. In the case of ownership housing, affordable shall be defined as housing with a purchase price at least 10% below the regional market area average, or, housing with a purchase price that does not result in an annual cost exceeding 30% of gross annual household income for low and moderate income households, whichever is least expensive."

This modification is required for consistency with Section 1.4.3 a) of the 2014 PPS which directs that planning authorities establish and implement minimum targets for affordable housing. While the Plan does include affordability targets, it is necessary that the plan clearly define what is considered affordable so as to avoid ambiguity and allow for implementation and monitoring.

6. **PAGE 17 AND 18, SECTION 4.7.6 BOAT HOUSE FACILITY,** by:
 - a. Renaming the title of this section "**Boat House Facility Policy Area**";

- b. Adding the words “**policy area**” after the word “facility” in the in the first sentence of subsection a., first sentence of subsection b., first sentence of subsection c., and first sentence of subsection f;
- c. Deleting the words “and accessed by a privately maintained road” in subsection c.
- d. Replacing the words “Boathouse Special Policy Area” with “**boat house facility policy area**” in the first sentence of subsection d.; and
- e. Replacing the words “Special Policy Area” with “**boat house facility policy area**” in the second sentence of Subsection f

This modification is required to avoid confusion as “Special Policy Area” is a defined term in the 2014 PPS respecting development within specific flood-prone areas.

7. **PAGE 26, SECTION 4.11 Land Division**, by:

- a. Changing the title of this section from “Land Division” to “**Land Division by Consent**”; and
- b. By replacing “4.11” with “**4.12**” in subsection b.

This modification is required to clarify that the policies within this section apply to land division by consent. Policies addressing land division by plan of subdivision will be included as per Modification to Section 4.

8. **PAGE 27, SECTION 4 COMMUNITY DEVELOPMENT**, by adding the following new Section 4.12 entitled “**Land Division by Plan of Subdivision**”:

“Proposals for land division resulting in more than three new lots, in addition to one retained lot, must occur by plan of subdivision. An application for plan of subdivision shall be prepared in accordance with the requirements of The *Planning Act* and must comply with the relevant policies of this plan, applicable schedules, and the City’s Zoning By-law (see Section 15.17 for detailed requirements).

Proponents will be required to consult with the City before submitting an application for plan of subdivision. Additional information, such as technical studies may be required in assessing the appropriateness of the application (See Section 15.1 for study examples). Studies shall be undertaken by the proponent at his/her expense and prepared by professionals sufficiently qualified to do so. Applications may not be

further processed until such studies are submitted and deemed to be adequate.”

This modification is necessary to clarify and consolidate the Official Plan’s policies regarding land division by Plan of Subdivision. While Section 4.11 addresses land division by consent, subdivision policies are fragmented throughout the Plan. As noted in Section 4.5.6 of the Plan, residential development will occur primarily by plan of subdivision and it is therefore preferred that the plan include a section clearly indicating when a plan of subdivision is required and what further applicable sections of the Plan should be referenced.

9. **PAGE 27, SECTION 4 COMMUNITY DEVELOPMENT**, by adding the following new subsection 4.13 entitled “Agricultural Research Facility” as follows:

“An existing Agricultural Research Facility is located within the Settlement Area of the former Town of New Liskeard as identified on Schedule C. The Agricultural Research Facility has been established in New Liskeard for many years and is an integral facility for research, collaboration, innovation, and environmental stewardship related to agriculture and agricultural production and processing in Northern Ontario.

Policies

On lands designated Agricultural Research Facility, the permitted uses are agriculture uses and associated research and other related uses. In addition, education, ancillary commercial (ie. market gardens, road-side produce sales), agriculture events (ie. trade shows, agricultural fairs), and other related public uses (ie. public/community gardens) and accessory uses may be permitted where they do not alter the predominantly agriculture-related research nature of the Agricultural Research Facility.”

This modification is required in order to appropriately recognize the New Liskeard Agricultural Research Station, and works together with proposed modification 25 to the official plan. Applying the ‘Agricultural Land’ designation to this facility may be problematic as some of the institutional and research activities being undertaken on these lands may not comply with the permitted uses within prime agricultural areas as per Section 2.3.3 of the 2014 PPS. This modification will avoid a potential non-conformity/non-compliance situation.

10. **PAGE 27, SECTION 4 COMMUNITY DEVELOPMENT**, by adding the following new Section 4.14 entitled “Land Use Compatibility”:

“The Ministry of Environment’s D-6 Guidelines identify potential influence areas for industrial uses including aggregate operations to be as follows: Class I – 70 metres; Class II – 300 metres; and Class III - 1,000 metres. The ‘actual’ site-specific influence area may be lesser or greater than the potential influence area noted above, and can be determined through appropriate technical studies. Development of an industrial or sensitive land use within an influence area noted above may only be permitted where

technical studies indicate the absence of a problem or where impacts can be mitigated to an insignificant level.

This modification is required for consistency with Section 1.2.6.1 of the 2014 Provincial Policy Statement, which directs that sensitive land uses and major facilities, such as resource extraction activities, be appropriately buffered and/or separated from each other to prevent or mitigate adverse effects such as noise. Additionally, Section 2.5.2.4 directs that mineral aggregate resources be protected from development. The modification will ensure that these separation distances are applied in decision-making to reduce the likelihood of land use conflicts.

11. PAGE 31, SECTION 5.6.1 PROVINCIAL HIGHWAYS, by:

- a. Deleting subsection a. and replacing it with **“Highway 11 is recognized as a controlled access Provincial highway for through traffic.”** and;
- b. Deleting the second sentence in subsection e. and replacing it with **“Where residential or other sensitive land uses are proposed within 100 metres of a Provincial highway or 50 metres of a Provincial highway right-of-way, noise and vibration studies in accordance with Environmental Noise Guideline NPC-300 may be required prior to considering whether development should be approved.”**

Part a. of this modification is required to accurately identify controlled access Provincial highways within the City. Highway 65 is not considered by MTO to be a controlled access Provincial highway. Part b. of this modification is required for consistency with Section 1.2.6.1 of the 2014 PPS which directs that sensitive land uses be appropriately buffered from major facilities, including transportation corridors to prevent or mitigate adverse effects. Additionally, Section 1.6.8.3 of the 2014 PPS directs that development proposed adjacent to transportation corridors be supportive and compatible with the long-term purpose of the corridor. The distances specified in this modification are recommended by MOE and will give Council the ability to require appropriate studies within these buffers.

12. PAGES 32 & 33, SECTION 5.6.4 Railway, by:

- c. inserting the following new sentences between the second and third sentence:
“Where a residential or other sensitive land use is proposed within 100 metres of a principal main railway line right-of-way or 50 metres of a secondary main railway line right-of-way, appropriate technical studies will be required. Studies will be completed by a consultant sufficiently qualified to do so, will assess negative noise effects and identify appropriate mitigation measures.”

- d. Replacing the words “Lu-131 MOE Guideline” with “**Environmental Noise Guideline NPC-300 or its successors**” in the second sentence

Part a. of this modification is required for consistency with Section 1.2.6.1 of the 2014 PPS which directs that sensitive land uses be appropriately buffered from major facilities, including transportation corridors to prevent or mitigate adverse effects. Additionally, Section 1.6.8.3 of the 2014 PPS directs that development proposed adjacent to transportation corridors be supportive and compatible with the long-term purpose of the corridor. Part b. of this modification brings the policy up-to-date with the MOECC’s new NPC-300 Environmental Noise Guideline which has replaced the LU-131 guideline.

13. **PAGE 57, SECTION 10.8 LAKE CAPACITY**, by adding the following to the end of the Section:

“Proposals for lot creation adjacent to a designated Lake Trout Lake which is at-capacity or proposals for more intensive use on existing lots adjacent to an at-capacity Lake Trout lake will not be considered unless one of the following criteria are met:

- a. **to separate existing habitable dwellings, each of which is on a lot that is capable of supporting a Class 4 sewage system, provided that the land use would not change and there would be no net increase in phosphorus loading to the lake;**
- b. **where all new tile fields would be located such that they would drain into a drainage basin which is not at capacity;**
- c. **where all new tile fields would be set back at least 300 metres from the shoreline of lakes, or such that drainage from the tile fields would flow at least 300 metres to the lake;**
- d. **where a site-specific soils investigation prepared by a qualified professional has been completed showing the following site conditions:**
 - i. **the site where the septic tile-bed is to be located, and the region below and 15 metres down-gradient of this site, toward the lakeshore or a permanently-flowing tributary, across the full width of the tile bed, consist of deep (more than three metres), native and undisturbed, non-calcareous (<1% CaCO₃ equivalent by weight) overburden with acid-extractable concentrations of iron and aluminum of >1% equivalent by weight (following Robertson 2005, 2006, Appendix B). Soil depth shall be assessed with test pits and/or boreholes at several sites. Samples for soils chemistry should be taken at a depth adjacent to, or below, the proposed tile bed; and**
 - ii. **an unsaturated zone of at least 1 ½ metres depth exists between the tile bed and the shallowest depth (maximum) extent of the water table. The position of the water table shall**

be assessed with test pits during the periods of maximum soils saturation (e.g., in the spring, following snowmelt, or late fall)

This modification is required in order for consistency with Section 2.1.8 of the 2014 Provincial Policy Statement which directs that development and site alteration not occur on lands adjacent to natural heritage features (fish habitat) unless it has been demonstrated that there will be no negative impacts on natural features or ecological functions. Additionally, Section 2.2.1 g) directs that planning authorities ensure consideration for lake capacity where applicable. Lake Timiskaming is considered an inland lake for Lake Trout management by MNR and, although not presently at capacity, it is necessary that policies are in place to set out conditions under which development would be considered should Lake Timiskaming, or any other Lake Trout lake reach capacity in the future.

14. **PAGES 57 AND 58, SECTION 10.9 NATURAL HAZARDS**, by:

- a. Adding “**Hazardous lands due to the presence of hazardous forest types for wildland fires**” as a new item (c.) to subsection 10.9.1:
- b. Adding the following new subsection (10.9.7) as follows:

Development shall generally be directed to areas outside of lands that are unsafe for development due to the presence of hazardous forest types for wildland fire. Development may be permitted in lands with hazardous forest types for wildland fire where the risk is mitigated in accordance with wildland fire assessment and mitigation standards, as identified by the Ministry of Natural Resources. Proponents may be required to undertake a site assessment to determine the presence of hazardous forest types for wildland fire, as may be indicated by generalized wildland fire hazard information. If development is proceeding where hazardous forest types are present, mitigation measures should be identified by proponents to outline how the risk will be lessened.

This modification is required for consistency with Section 3.1.8 of the 2014 PPS which directs that development generally be directed away from hazardous forest types for wildland fires except where the risk has been suitably mitigated.

15. **PAGE 62, SECTION 11.11 d. AGRICULTURAL COMMERCIAL, INDUSTRIAL AND RESEARCH USES**, by replacing the words “the farm operation” with “**farm operations in the area**”

This modification is necessary for consistency with Section 2.3.3.1 of the 2014 PPS which directs that agriculture-related uses are permitted in prime agriculture areas. The PPS defines agriculture-related uses as those commercial and industrial uses which are directly related to

farm operations *in the area*. This modification will have the effect of expanding the potential range of agriculture-compatible commercial and industrial uses in the Agriculture designation.

16. **PAGE 63, SECTION 11.14.2 c. MINIMUM DISTANCE SEPARATION**, by:

- a. Replacing “Type B” with “**Type A**”;
- b. Replacing the word “or” with “**and**” between the words “closed” and “receives”; and
- c. Replacing “Type A” with “**Type B**”

This modification is required to correctly incorporate this Minimum Distance Separation (MDS) option. It appears that the City wishes to reduce setback requirement from cemeteries which are closed and receive low levels of visitation, as permitted by MDS Implementation Guideline 38. Since type B land uses require a greater setback than type A land uses, the modification will allow the City to effectively reduce required setbacks in these circumstances. As per MDS Implementation Guideline 38, cemeteries must be both closed and receive low levels of visitation for this option to be exercised.

17. **PAGE 65, SECTION 11.20.2 LAND DIVISION**, by:

- a. Inserting the words “**and the lot to be retained are generally a minimum of 40 hectares respectively. Council will also consider whether the lands**” between the words “created” and “will be adequate”;
- b. Deleting “(e.g. 32 ha)” between the words “size” and “and appropriate”; and
- c. Replacing the word “where” with the word “**that**” between the words “area and” and “the lot”

This modification is required for consistency with Section 2.3.4.1a) of the 2014 PPS which directs that lot creation in prime agricultural areas be permitted only where the size is appropriate for the type of agricultural uses common in the area. Additionally, Section 2.3.4.1 b) directs that new lots be limited to a minimum size to accommodate the agricultural use. A lot size of 40 hectares has been identified by OMAFRA to be the minimum which is appropriate and will ensure the long-term viability of agriculture in the area.

18. **PAGE 68, SECTION 12.9 COMPATIBILITY**, by adding “**Section 4.14 and**” before “Resource Kit)” on the last line of the first paragraph.

This modification is required for consistency with Section 1.2.6.1 of the 2014 Provincial Policy Statement, which directs that sensitive land uses and major facilities, such as resource extraction activities, be appropriately buffered and/or separated from each other to prevent or mitigate adverse effects such as noise. Additionally, Section 2.5.2.4 directs that mineral aggregate resources be protected from development. The modification will ensure that these

separation distances are applied in decision-making to reduce the likelihood of land use conflicts.

19. **PAGE 73, SECTION 13.9 COMPATIBILITY**, by adding “**Section 4.14 and**” before “Planning Resource Kit)” on the last line of the second paragraph.

This modification is required for consistency with Section 1.2.6.1 of the 2014 Provincial Policy Statement, which directs that sensitive land uses and major facilities, such as resource extraction activities, be appropriately buffered and/or separated from each other to prevent or mitigate adverse effects such as noise. Additionally, Section 2.4.2.1 directs that mineral mining operations be protected from development and activities that would preclude or hinder their expansion or continued use of which would be incompatible for reasons of public health, public safety or environmental impact. The modification will ensure that these separation distances are applied in decision-making to reduce the likelihood of land use conflicts.

20. **PAGE 80 and 81, SECTION 15.1 PLANNING APPLICATIONS**, by:

- a. Deleting the first sentence in the first paragraph;
- b. Adding a new item “**17. Lakeshore Capacity Assessment Study**” to the numbered list of study types;
- c. Adding a new item “**18. Planning Justification Report**” to the numbered list of study types;
- d. Adding a new item “**19. Wildland Fire Assessment (Section 10.9.7)**” to the numbered list of study types

Part a. of this modification is required to avoid confusion; the diagram to which the sentence refers has been removed from the adopted OP. Part b. contributes to a more complete list of studies that may be required to support of a planning application and ensures consistency with PPS Policy 2.2.1 g) which directs that Planning authorities protect water quality by ensuring consideration of environmental lake capacity, where applicable.

21. **PAGE 84, SECTION 15: PLANNING TOOL KIT**, Section 15.17.9 by:

- a. Inserting “**as determined in consultation with the Lakeshore Capacity Assessment Handbook**” between the words “its capacity” and “no residual capacity”; and
- b. Replacing the words “(see Section 10.10)” with the words “**unless in accordance with Section 10.8**” after the words “water body”

Part a. of this modification is required in order for consistency with Section 2.1.8 of the 2014 Provincial Policy Statement which directs that development and site alteration not occur on lands adjacent to natural heritage features (fish habitat) unless it has been demonstrated that there will be no negative impacts on natural features or ecological functions. Additionally, Policy 2.2.1 g) directs that planning authorities ensure consideration for lake capacity where applicable. The modification will ensure that capacity is determined using the Provincially approved approach as outlined in the Lakeshore Capacity Assessment Handbook. Part b. of this modification is necessary to recognize that there are certain circumstances (as per Modification 13) under which development on at-capacity lakes can be accommodated without detriment to Lake Trout habitat.

22. **Entire Document**, by replacing all eight instances of the words “economic and service hub” with “**regional hub**.”

This modification is necessary for consistency with the Growth Plan for Northern Ontario which defines ‘Economic and Service Hubs’ as Northern municipalities identified by the Province. The Province has not yet identified Economic and Service Hubs, and as the City cannot designate itself as such, this term must be replaced with an alternate term.

23. **SCHEDULE A - CITY**, by revising the schedule to reflect modifications 24, 25 and 26.

24. **SCHEDULE B - DYMOND**, by adjusting the ‘Settlement Area Boundary’ line to comply with the minimum distance separation (MDS) formulae as calculated from the Loranger Dairy Facility.

This modification is required for consistency with Policy 1.1.3.8 d) of the 2014 PPS which directs that a new or expanding settlement area must comply with the minimum distance separation formulae.

25. **SCHEDULE C – NEW LISKEARD**, by:

- a. Adding a new Agricultural Research Facility land use designation to the schedule and applying this designation to lands associated with the New Liskeard Agricultural Research Station.
- b. Adjusting the settlement area boundary to exclude lands which are designated as ‘Rural Area’ and are located west of Highway 11 and south of Radley Hill Road.

Part a. of this modification is required in order to appropriately recognize the New Liskeard Agricultural Research Station. Applying the ‘Agricultural Land’ designation to this facility may be problematic as some of the institutional and research activities being undertaken on these lands may not comply with the permitted uses within prime agricultural areas as per Section 2.3.3 of the 2014 PPS. This modification will avoid a potential non-conformity/non-compliance situation.

Part b. of this modification is required to remove rural areas from the settlement area. Please see the rationale associated with modification 26 for a further discussion.

26. **SCHEDULE D – HAILEYBURY**, by adjusting the Settlement Area Boundary line to exclude all areas currently designated as ‘Rural Area’ from the Settlement Area.

The inclusion of rural lands within the settlement area is inconsistent with the definition of rural lands as per Section 6.0 of the 2014 PPS which defines rural lands as “lands which are located outside settlement areas and which are outside prime agricultural areas”. Additionally, Section 1.1.3.1 of the 2014 PPS directs that Settlement Areas are to be the focus of growth and development. It is understood that most of this rural area is not publicly serviced, and is not intended for development or required to meet the City’s growth needs over the time horizon of this Plan. Inclusion of these lands within the settlement area is therefore also inconsistent with Section 1.1.3.8 of the 2014 PPS which directs that settlement areas only be identified or expanded where a) sufficient opportunities for growth to accommodate projected needs are not available through intensification and redevelopment and b) infrastructure and public service facilities suitable for development are planned or available.

City of Temiskaming Shores Official Plan – Mapping Changes Justifications

Schedule B

- 1) Redesignate from Mixed Use Area to Recreation – this portion of property is owned by the City, abuts residential properties, and a large ravine runs along the northern boundary. The property also directly abuts the Dymond Recreation Park and is a natural extension of the Recreation designation on the Dymond Recreation Park.

Schedule C

- 1) Redesignate from Recreation to Residential Neighbourhood – this property is currently used for residential purposes and it is anticipated that the residential use will continue beyond the life of the Plan. The purpose of the requested redesignation is to recognize the existing residential use.
- 2) Redesignate from Recreation to Residential Neighbourhood – this property is currently used for residential purposes and it is anticipated that the residential use will continue beyond the life of the Plan. The purpose of the requested redesignation is to recognize the existing residential use.
- 3) Redesignate from Mixed Use Area to Residential Neighbourhood – these properties are residential properties and it is anticipated that the residential uses will continue beyond the life of the Plan. The purpose of the requested redesignation is to recognize the existing residential uses.
- 4) Redesignate from Residential Neighbourhood to Mixed Use Area – these properties front on the south side of Whitewood Avenue and some of the properties on the north side of the street have been converted from residential dwellings to businesses. The redesignation of these properties to Mixed Use Area will give the City and the property owners some flexibility in the use of the properties and allow for the natural extension of the mixed use area west of the traditional downtown core of New Liskeard.
- 5) Redesignate from Mixed Use Area to Residential Neighbourhood - this property is currently used for residential purposes and it is anticipated that the residential use will continue beyond the life of the Plan. The purpose of the requested redesignation is to recognize the existing residential use.

Schedule D

- 1)a) Redesignate from Residential Neighbourhood to Rural Area – These properties are part of the Larocque Subdivision and are on individual wells and septic systems. Further development of this subdivision is not anticipated during the life of this Plan and the City would be comfortable placing it in the Rural Area designation.
- 1)b) Redesignate from Residential Neighbourhood to Rural Area – These properties were created by a plan of subdivision registered in 1908. The development of Haileybury proceeded mainly to the east of the railway tracks and as such the roads indicated in the subdivision plan were never constructed. The City is the

owner of all of the properties. Construction of the required roads and development of the lots is not anticipated during the life of this Plan and the City would be comfortable placing it in the Rural Area designation.

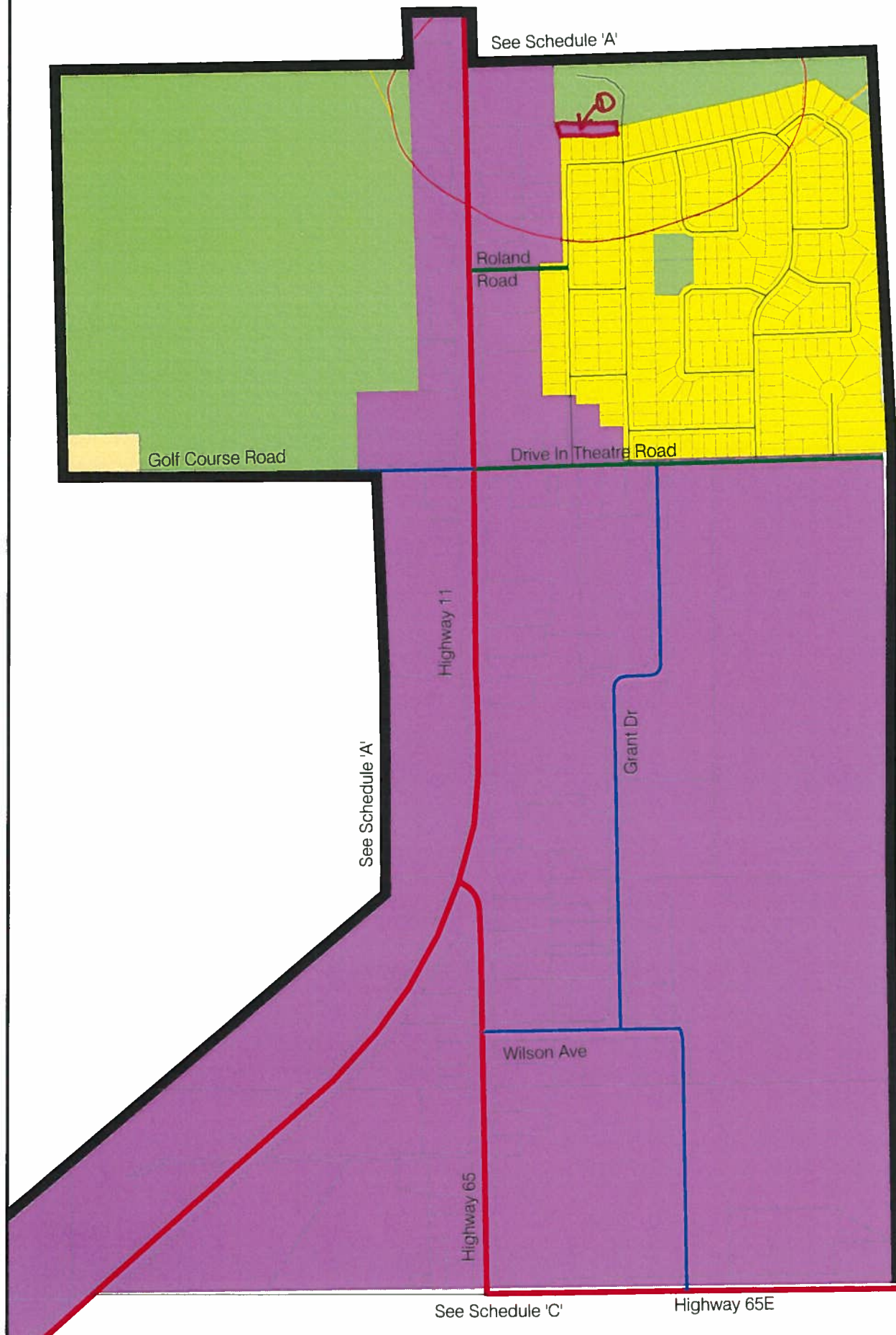
- 2) Redesignate from Rural Area to Residential – These properties front on Main Street and Browning Street and some are developed. The designation of these properties to Residential Neighbourhood would round out the Residential Neighbourhood designation in that area of Haileybury. The properties are developable for residential purposes in the current Town of Haileybury Official Plan and Zoning By-law.
- 3) Redesignate from Residential Neighbourhood to Town Centres – These properties currently contain the Haileybury Post Office and a commercial building with business offices. The requested redesignation is to recognize the existing uses.
- 4) Redesignate from Town Centres to Recreation – This property is a portion of the Haileybury Cenotaph Park and should be recognized accordingly.
- 5) Redesignate from Residential Neighbourhood to Mixed Use Area – These properties front on the major thoroughfares in North Cobalt and many of them currently contain businesses. The requested redesignation is to recognize existing uses and to allow the owners flexibility in conversion in an area desirable for the development of businesses.

① re-designate as Recreation



City of Temiskaming Shores OFFICIAL PLAN Schedule B - Dymond

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Legend

Land Use Designations:

- Residential Neighbourhood
- Recreation
- South Temiskaming Active Trail
- Employment Areas
- Mixed-Use Areas
- Town Centres
- Rural Area
- Prime Agricultural Land
- Agricultural Land
- Mineral Aggregate Resources
- Waste Management Facility
- 500m Influence Area
- Waste Management Facility - Closed
- Mining
- Sewage Treatment Facility
- Settlement Area Boundary

Other Features:

- Flood Hazard Constraint Area
- Mine Hazards
- Unstable Slopes
- Well Head Protection Area 0-2 year
- Well Head Protection Area 2-10 year
- Intake Protection Area (0-2 year)
- Intake Protection Area (2-10 year)

Infrastructure:

Transportation and Corridors:

- Provincial Highway
- Arterial Road
- Collector Road
- Local Road
- Railway Line
- Pipeline
- Transmission Line

Natural Environment:

- Wetlands
- Candidate ANSI
- Cold Water Lake
- Fish Habitat (Spawning Area)
- Escarpment

Notes:

Mineral Potential: The whole of the Temiskaming Shores Area is considered to have provincially significant mineral potential.

Flood Elevation: All lands on the Lake Temiskaming shoreline below the elevation of 181.7 CGD are deemed to be subject to a flooding hazard.

Heritage Resources: The shorelines of Lake Temiskaming, Wabi River, South Wabi Creek, Mill Creek, and Dickson Creek are considered to have high archaeological potential.

Trails: The location of recreation trails may change over time.

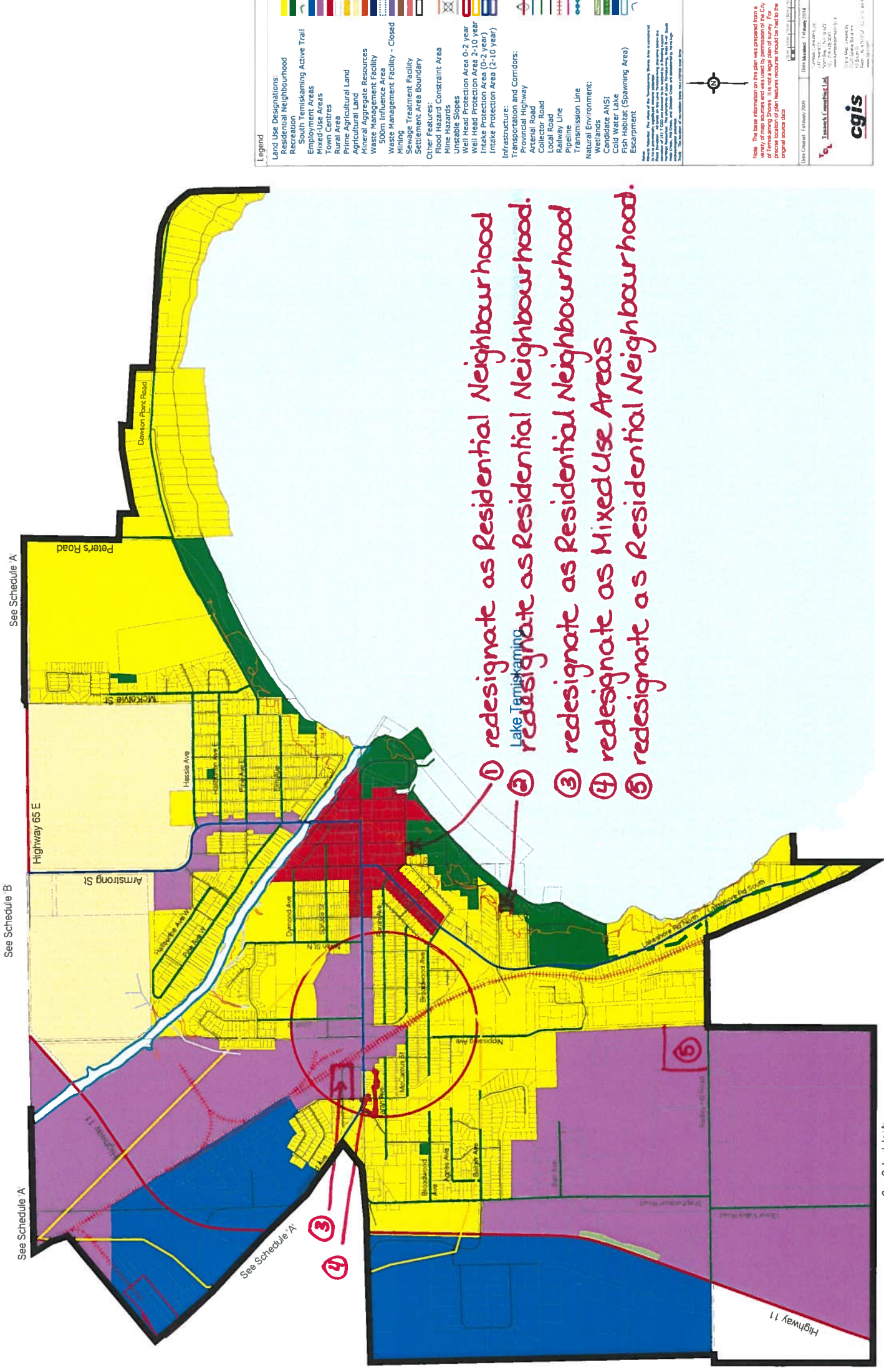
N

Note: The base information on this plan was prepared from a variety of map sources and was used by permission of the City of Temiskaming Shores. It is not a legal plan of survey. For precise location of plan features recourse should be had to the original source data.

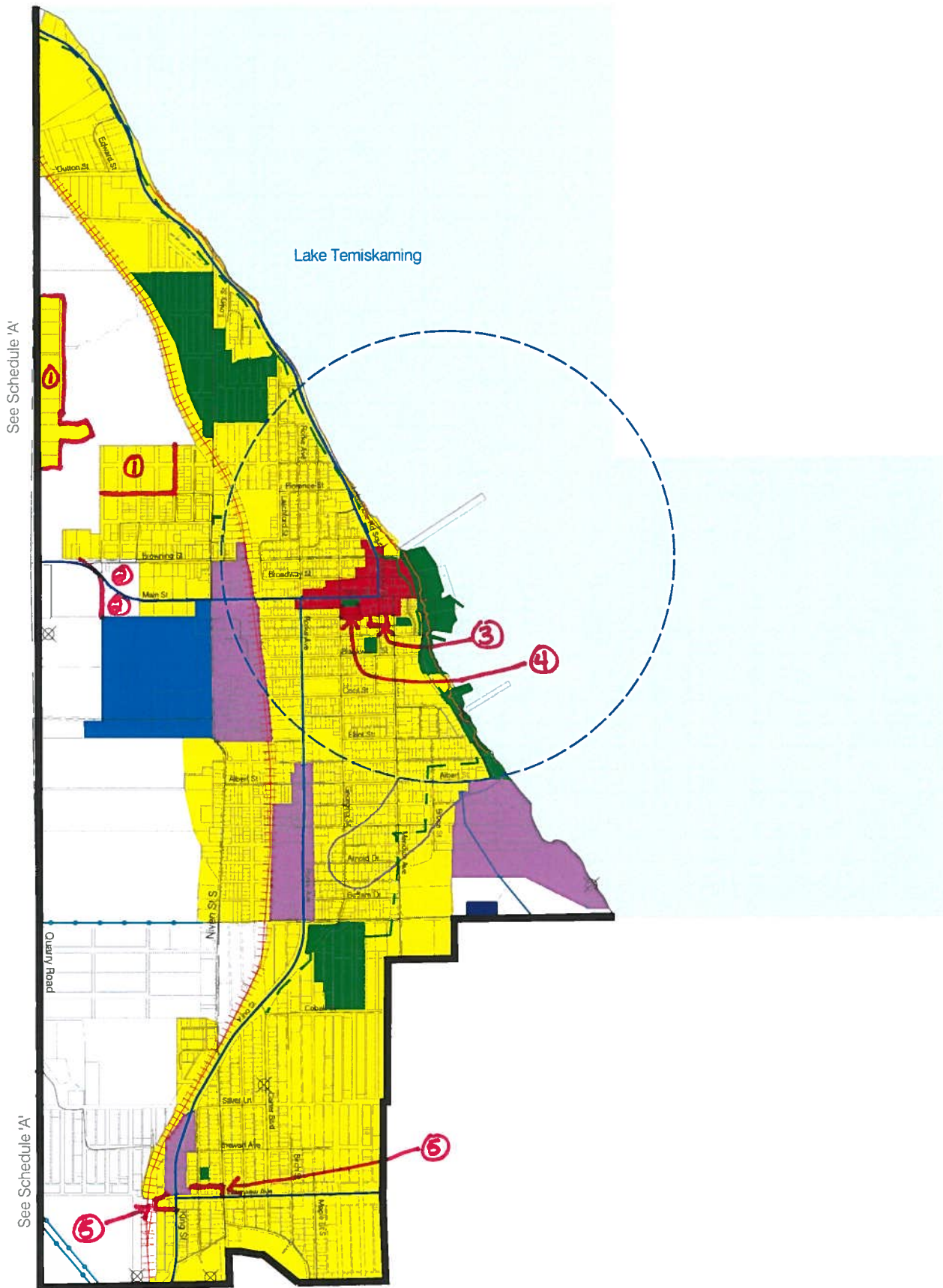
Date Created: February 2009 Date Modified: January 2014

Tunnock Consulting Ltd.
247 Hearst St
North Bay ON P1B 8Z2
TEL: 705-475-0040
www.tunnockconsulting.ca

cgis
Digital Map Created By
CGIS Spatial Solutions
52 South St
Perth, ON K7H 2G7 TEL: 613-368-4321
www.cgis.com



See Schedule A



Legend	
Land Use Designations:	
Residential Neighbourhood	
Recreation	
South Temiskaming Active Trail	
Employment Areas	
Mixed-Use Areas	
Town Centres	
Rural Area	
Prime Agricultural Land	
Agricultural Land	
Mineral Aggregate Resources	
Waste Management Facility	
500m Influence Area	
Waste Management Facility - Closed	
Mining	
Sewage Treatment Facility	
Settlement Area Boundary	
Other Features:	
Flood Hazard Constraint Area	
Mine Hazards	
Unstable Slopes	
Well Head Protection Area 0-2 year	
Well Head Protection Area 2-10 year	
Intake Protection Area (0-2 year)	
Intake Protection Area (2-10 year)	
Infrastructure:	
Transportation and Corridors:	
Provincial Highway	
Arterial Road	
Collector Road	
Local Road	
Railway Line	
Pipeline	
Transmission Line	
Natural Environment:	
Wetlands	
Candidate ANSI	
Cold Water Lake	
Fish Habitat (Spawning Area)	
Escarpment	

Note:
 Hazard Potential: The whole of the Temiskaming Shores Area is considered to have provincially significant mineral potential.
 Flood Disturbance: All lands on the Lake Temiskaming shoreline below the elevation of 181.7 CGD are deemed to be subject to a flooding hazard.
 Heritage Resources: The shorelines of Lake Temiskaming, White River, South Water Creek, Mill Creek, and DeLeon Creek are considered to have high archaeological potential.
 Trails: The location of recreation trails may change over time.

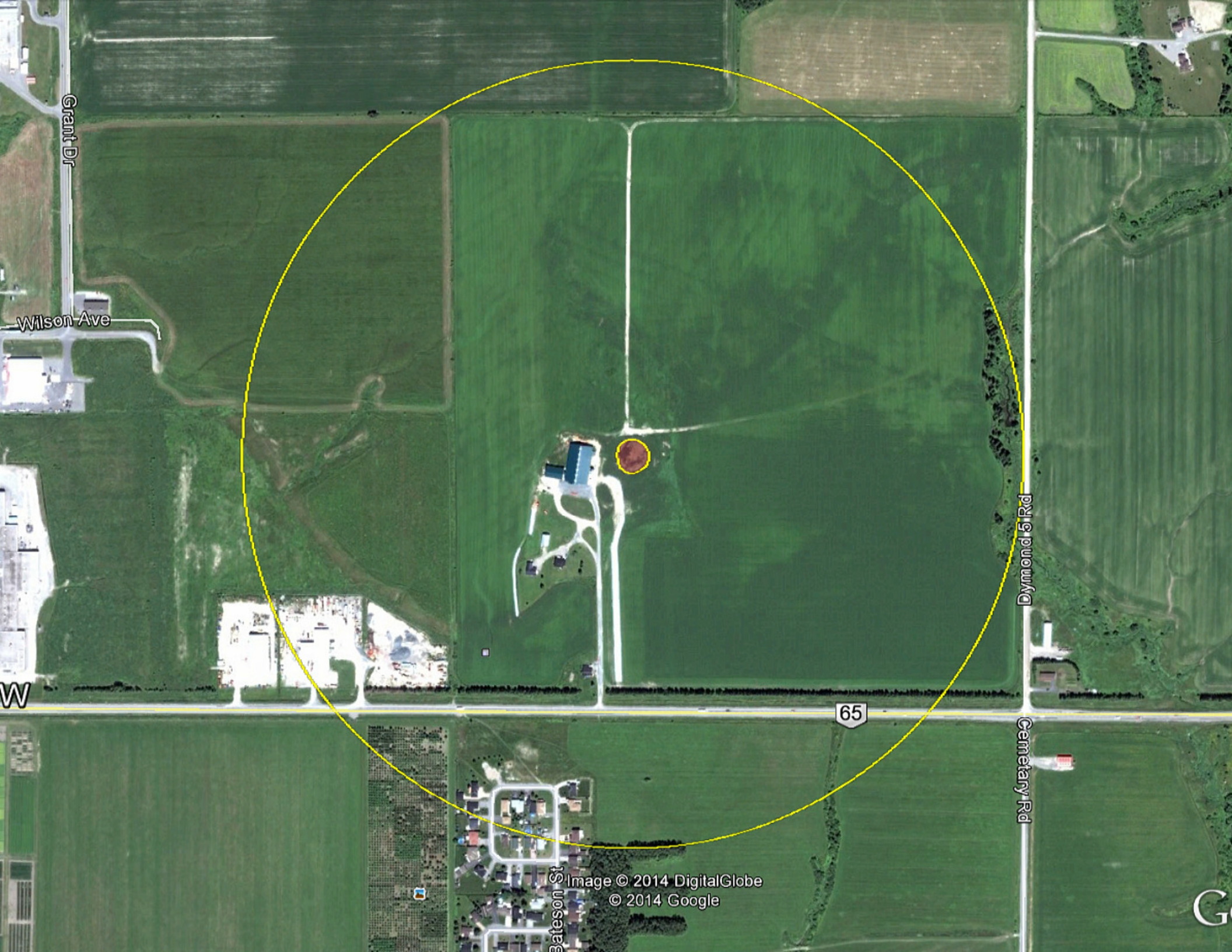
Note: The base information on this plan was prepared from a variety of map sources and was used by permission of the City of Temiskaming Shores. It is not a legal plan of survey. For precise location of plan features recourse should be had to the original source data.

Date Created: February 2009 Date Modified: February 2014

Tunsock Consulting Ltd.
 243 Howard St.
 4th Fl. Box 207 P1B 8Z2
 TEL: 705-473-0040
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cgis
 Digital Map Created By
 CGIS Spatial Solutions
 52 South St.
 Peterborough, ON N7H 2G7 TEL: 613-368-4321
 www.cgis.com

- ① redesignate as Rural Area
- ② redesignate as Residential Neighbourhood
- ③ redesignate as Town Centres
- ④ redesignate as Recreation
- ⑤ redesignate as Mixed Use Areas



Grant Dr

Wilson Ave

Dymond Rd

Cemetery Rd

Bateson St

65

Image © 2014 DigitalGlobe
© 2014 Google

Subject: Economic Development Strategic Plan

Report No.: CGP-003-2015

Agenda Date: January 20, 2015

Attachments

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-003-2015; and
2. That Council directs staff to submit funding applications to both Fed Nor and the Northern Ontario Heritage Fund Corporation for support of the completion of an Economic Development Strategic Plan for the City.

Background

In early 2011, the Province of Ontario released the Growth Plan for Northern Ontario which stated that the five major cities in the north would be recognized as growth centres for the region. In addition, the Plan stated that there would be other communities recognized as economic and service hubs. City Council of the day sent letters to both the Minister of Northern Development & Mines and the Minister of Infrastructure asking to be designated as one of these hubs. In his response, Minister Bob Chiarelli mentioned that they had not yet chosen those communities who would be recognized, but mentioned that those communities chosen would be those with good planning and development plans and policies in place.

Analysis

Section 4.3 of the Growth Plan for Northern Ontario recognizes the need for Economic and Service Hubs within the region. To be designated by the Province as one of these hubs, municipalities must demonstrate that they have sufficient land available for growth as well as policies supporting the Growth Plan and Provincial Policy Statement.

The City recently completed its first Official Plan, which is currently being reviewed by the Province for approval, was created using the guiding principles of the Provincial Policy Statement, and we have created new lands available for both housing and commercial growth.

There is one last thing that we must complete in order to be ready to be designated as an economic and service hub. That is the completion of an economic strategic plan showing that we are working toward the same growth principles as the Province and have the capacity to be a service hub to those around us.

For this reason, we need to complete an economic development strategic planning process so that we can show the Province that we are ready and able to be recognized as an economic and service hub for this region. Staff have spoken to counterparts at both Fed Nor and NOHFC who state that both agencies would consider applications for funding support to complete the strategic plan.

With the Official Plan and Economic Development Strategic Plan in place, the community will be well positioned to be designated as a service hub. Once funding approvals are received, staff will prepare a Request for Proposal to hire a consulting firm to prepare the plan.

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 is estimated to cost \$50,000 of which Fed Nor will be asked to provide \$22,500 and NOHFC will be asked to provide \$22,500. The City's portion therefore will be \$5,000. If the funding partnerships are not successful, the project would not go forward in 2015.

Alternatives

There were no alternatives considered during the preparation of this report.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"original signed by"

"original signed by"

"original signed by"

James Franks
Economic Development
Officer

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

Subject: Electrical Upgrades – NL Marina

Report No.:

PW-003-2015

Agenda Date:

January 20, 2015

Attachments

Appendix 01: RFP Results

Appendix 02: Draft Agreement

Appendix 03: Miller Maintenance Submission – Appendix 01 to Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-003-2015;
2. That as outlined in By-law No. 2009-012, Purchasing Policies and Procedures, Section 3.5 Approval Authority, Council approves the award of the contract to Miller Maintenance for Electrical Upgrades to the New Liskeard Marina, as detailed in Request for Proposal PW-RFP-011-2014 for a total upset limit of \$110,000.00 plus applicable taxes; and
3. That Council directs Staff to prepare the necessary by-law to enter into an agreement with Miller Maintenance for Electrical upgrades to the New Liskeard Marina for consideration at the January 20, 2015, Regular meeting of Council.

Background

In conjunction with the funding application submitted for Waterfront Upgrades, staff identified the need to replace the electrical system at the New Liskeard Marina. Due to the age of the system and the demand for increased power supply at this location, the timing is right to complete the work.

Request for Proposal, PW-RFP-011-2014 was prepared by the Manager of Physical Assets and circulated to known contractors and advertised on the City website. In the Request for Proposal, two options were specified. The first was for the replacement of the electrical cable as well as the replacement of only selected pedestals, and the second option was for the replacement of the electrical cable as well as all of the existing pedestals.

Analysis

Four (4) submissions were received by the closing date of December 18, 2014 in response to PW-RFP-011-2014. The quotations were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the

successful service provider. The results of the RFP indicated that the option to replace all of the electrical cable as well as all of the existing pedestals is within the project budget.

Appendix 01 – RFP Results summarizes the results of the responses received and are as follows, please note that these prices do not include HST:

Contractor	Option 1	Option 2
Miller Maintenance	\$90,000.00	\$110,000.00
Campsall Electric	\$101,922.61	\$131,074.35
Paul Power	\$125,000.00	\$165,000.00
Temiskaming Shores Electric	\$133,905.00	\$164,980.00

It is recommended that Miller Maintenance be awarded the contract to replace the electrical wiring and all pedestals (Option 2) at the New Liskeard Marina at an upset limit of \$110,000 plus applicable taxes.

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"

Mitch Lafreniere
Manager of Physical Assets

"original signed by"

G. Douglas Walsh, CET
Director of Public Works

"original signed by"

Christopher W. Oslund
City Manager

Document Title: **PW-RFP-011-2014**

Opening Date: **December 18, 2014**

Opening Time: **2:00 pm**

Description: **Electrical Upgrades – New Liskeard Marina**

Inquiry Contact: **Mitch Lafreniere, Manager of Physical Assets**

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria with price representing 45% of the evaluation.

Bidder: MILLER MAINTENANCE

Total Project Price (incl. HST):	OPT. 1 - 90,000 2 - 110,000
Hourly Rate – Additional Work:	65.00/hr.

Non-Collusion Conflict of Interest

Notes:

Bidder: CAMPBELL ELECTRIC

Total Project Price (incl. HST):	OPT. 1 - 101,922.61 2 - 131,074.35
Hourly Rate – Additional Work:	60.00/hr.

Non-Collusion Conflict of Interest

Notes:

Bidder: PAUL POWER

Total Project Price (incl. HST):	OPT. 1 - 125,000 2 - 165,000
Hourly Rate – Additional Work:	60.00/hr.

Non-Collusion Conflict of Interest

Notes:

Bidder:

Total Project Price (incl. HST):	
Hourly Rate – Additional Work:	

Non-Collusion Conflict of Interest

Notes:

Bidder: TEMISKAMING SHORES ELECTRICAL

Total Project Price (incl. HST):	OPT. 1 - 133,905.00 2 - 164,980.00
Hourly Rate – Additional Work:	65.00/hr.

Non-Collusion Conflict of Interest

Notes:

Bidder:

Total Project Price (incl. HST):	
Hourly Rate – Additional Work:	

Non-Collusion Conflict of Interest

Notes:

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name	Representing
<u>GARY WADGE</u>	<u>CITY OF T.S.</u>
<u>Paul Labonte</u>	<u>Paul Power</u>
<u>Jim Whitley</u>	<u>CITY OF T.S.</u>
<u>DAVE TREEN</u>	<u>" " "</u>
<u>LINDA MCKNIGHT</u>	<u>C of T.S.</u>

Signature

Gary Wadge

Paul Labonte

Jim Whitley

Dave Treen

Linda McKnight

The Corporation of the City of Temiskaming Shores
By-law No. 2015-000
Being a by-law to enter into an agreement with
Miller Maintenance Northern for Electrical Upgrades
to the New Liskeard Marina

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-004-2015 at the January 20, 2015 Special meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Miller Maintenance Northern for electrical upgrades at the New Liskeard Marina as detailed in PW-RFP-011-2014 for consideration at the January 20, 2015 Regular meeting of Council;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an agreement with Miller Maintenance Northern for electrical upgrades;

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

1. That Council authorizes the entering into an agreement with Miller Maintenance Northern for Electrical upgrades (Option 2) at the New Liskeard Marina at an upset limit of \$110,000.00 plus taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 20th day of January, 2015.

Mayor – Carman Kidd

Clerk - David B. Treen



Schedule "A" to

By-law 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Maintenance Northern

for electrical upgrades (Option 2) at the
New Liskeard Marina

This agreement made in duplicate this 20th day of January, 2015.

Between:

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

and

Miller Maintenance Northern
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Electrical Upgrades – New Liskeard Marina
Request for Proposal No. PW-RFP-011-2014**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 – Form of Agreement, forming part of this agreement;
c) Complete, as certified by the Engineer, all the work by **June 30, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid One-Hundred and Ten Thousand Dollars and Zero Cents (\$110,000.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Director 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 post or telegram addressed as follows:

The Contractor: **Miller Maintenance Northern**
704024 Rockley Road
New Liskeard, Ontario
P0J 1P0

The Owner: **Corporation of the City of
Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

The Director: **The Director of Public Works
City of Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

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

Signed and Sealed in)
the presence of)

Contractor's Seal)

Miller Maintenance Northern

Contractor – Ryan Cote

Witness

Name: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2015-000

Form of Agreement



Transmittal Letter
For:

City of Temiskaming Shores
PW-RFP-011-2014
Electrical Upgrades at the New Liskeard Marina

Transmittal Letter	Page 1
Work Plan Proposal	Page 2-5
Schedule	Page 5
Price Proposal	Page 5
Appendix A	Page 6

Submitted by:

Miller Maintenance Northern
704024 Rockley Road
New Liskeard, ON P0J 1P0

Principal contact for this proposal:

Ryan Cote
Phone: 705-647-4331 Ext. 224
Fax: 705-647-8182
Ryan.Cote@millergroup.ca

I,  (Ryan Cote) certify that the attached proposal is accurate and truthful to the best of my knowledge.



Work Plan Proposal

1. THE PROPONENT

Miller Maintenance Northern ("Miller") is pleased to submit this proposal to the City of Temiskaming Shores.

The **MILLER** contact is: Mr. Ryan Cote
Miller Maintenance Northern
704024 Rockley Rd, PO Box 248
New Liskeard, ON, P0J 1P0
Telephone: 1-705-647-4331
Fax: 1-705-647-8182

MILLER is a wholly-owned Canadian company providing maintenance and operations services and program management on behalf of, and in partnership with, municipal and provincial governments as well as commercial groups throughout Canada.

2. GENERAL PRINCIPLES

In conformance with the policies and practices of **MILLER** and the expected requirements of the City, the following general principles will be emphasized in the execution of the proposed work:

- Spirit of partnership
- Innovation and cost-effectiveness
- Optimal mobility of goods and people
- Safety of the travelling public and workers
- Expeditious resolution of problems
- Best business practices
- Sound judgment in responding to deficiencies and maintenance needs
- Convenience to the public
- Compliance with all applicable laws, regulations, rules, and manuals.

The **MILLER** work philosophy is to provide complete training and safety procedures, in an atmosphere of honesty that will ensure that all employees remain satisfied with their jobs and their workplace. This "family" atmosphere contributes to employee excellence and effective client relations, and is consistent with the work requirements and the traditional approach to services as provided by the City of Temiskaming Shores.



3. OBJECTIVES

Given **MILLER'S** experience in providing road maintenance services to the province and the municipal sector, **MILLER** can state the following:

- **MILLER** has a large and diversified talent pool from which to draw resources and is fully confident about performing the management, supervision and delivery of all electrical installation activities.
- **MILLER** is experienced in electrical construction and maintenance and will apply the standard of care and due diligence required by statute and common law.
- **MILLER** is a company which possesses considerable experience in electrical services throughout municipality and the province.
- **MILLER** considers it to be vital to provide for partnering with and employment of local staff in order to assist in the establishment of a mature industry that incorporates best business practices and dedication to the provision of service to local communities.
- **MILLER** has been involved in a number of partnership arrangements with the public sector over the years and recognizes that a key determinant of success is the establishment of an appropriate climate of partnership.
- **MILLER** has the intellectual, physical, and financial capacity to readily perform contracts of this size.
- **MILLER** is ISO certified for Quality Management, ISO9001:2008.

4. PROPOSE PROJECT MANAGER AND TEAM

With an ability to support the City's overall implementation goal, and in addition to the daily involvement of a **MILLER General Manager** and **Operations Manager** directly involved with the contracted City work, management and operations support will be provided by the following individuals.

- **MILLER MAINTENANCE** - Ron Campsall, Electrical Supervisor, Master Electrician

In recognition of the importance of this proposal to the City of Temiskaming Shores, the general and **MILLER**, along with the desire to create an effective public/private sector partnership for the supervision and management of the electrical upgrades at the New Liskeard Marina, **MILLER** proposes to place its Electrical Supervisor, Ron Campsall, in direct charge of the implementation of this agreement. A long standing member of the community, Mr. Campsall will be ultimately responsible for all of **MILLER'S** staffing and business matters, and he will be accountable to the City for the performance of the work. Mr. Campsall has over 30 years of experience with electrical projects including installation and



maintenance and will be a valuable partner for the City of Temiskaming Shores. Mr. Campsall will be assisted by licensed Master electrician Sylvain Doucet, and licensed electrician Dan Seppenwoolde.

- **MILLER MAINTENANCE NORTHERN** – Ryan Cote – Operations Manager
- **MILLER PAVING LIMITED.** – Jean-Pierre Breton – General Manager

5. EXPERIENCE

The **MILLER** electrical group has completed a wide range of electrical services; from airport and helipad lighting, to the maintenance of the City of Temiskaming Shores street lighting.

- 2013 - City of Timmins – Hollinger Ball Park Lighting – Installation of a new lighting system
- 2013 - Bruman Construction – Mattawa Hospital Helipad Lighting
- 2013 – City of Temiskaming Shores – Installation of Lights - New Liskeard Shop
- 2014 - Hydro Mega – Dokis Power Generating Station grounding
- 2014 – Ministry of Transportation – Hwy 60 – Installation of Temporary Traffic Lights

6. SCOPE OF WORK

Proposed Scope of Work and Material

MILLER includes the following scope of work with this proposal:

1. Removal of redundant existing electrical equipment in service enclosure and Teck90 feeder cables
2. Installation of new EATON - 400A rated load centre in existing enclosure
3. Installation of new 3C#250MCM and 3C#1/0AWG Teck90 feeders to dock panels(LP0-LP3) along ledger board of main dock.
4. Installation of 3R Rated dock panels at each “finger” mounted on galvanized “unistrut” channel frames
5. **Option ‘1’:**
 - Installation of 14 EATON – Newport Harbor Mate Marine Rated Power Pedestals as shown on drawings. Each pedestal is fed with individual 3C#10AWG Teck90 cables ran back to dock mounted panels strapped to ledger board alongside dock.
 - Installation of 6 – 20A T-Slot GFCI receptacles along shore on existing “pier structures”. Each receptacle is fed with individual 2C#12AWG Teck90 cables ran



back to dock mounted panel LP0.

c. Testing of remaining branch circuit feeders to existing pedestals. Termination of cables in nearest dock panel.

Option '2':

- Installation of 33 EATON – Newport Harbor Mate Marine Rated Power Pedestals as shown on drawings. Each pedestal is fed with individual 3C#10AWG Teck90 cables ran back to dock mounted panels strapped to ledger board alongside dock.

Notes:

- Heavy resin power pedestals are lockable, and have photocell controlled LED lighting with amber lens (clear, blue and red lenses available).
- All materials are CSA approved
- All power pedestals have anti-siphon backflow preventers.
- After review of the current electrical system and contract documents, **Option '2'** may require the current 400amp service to be replaced with a 600 amp (120/240V) to function properly and within Electrical Safety Authority specifications. This is not part of the lump sum price provided however if required it will be an additional \$5,000 to complete.

6. SCHEDULE

Please find attached schedule in Appendix A for Option '1' and '2'.

7. PRICE PROPOSAL

Based on the defined scope of work, **MILLER** submits the attached submission found in Appendix A for all material, labour, and equipment to complete the work as described.

Upon acceptance in principle, an ultimate **MILLER** Work Plan Proposal will detail the mobilization intended, and how the performance and quality control of the work will be achieved. **MILLER** will deliver a complete package with effective operational, supervisory, management and administrative components that will minimize the liability of both **MILLER** and the City.



8. Appendix A

1. PW-RFP-011-2014 – Price Submission Form – Option '1'
2. PW-RFP-011-2014 – Price Submission Form – Option '2'
3. PW-RFP-011-2014 – Conflict of Interest Declaration
4. PW-RFP-011-2014 – Non Collusion Affidavit
5. Current Miller Maintenance WSIB Certificate
6. Miller Maintenance Proof of current Liability Insurance to the amount of \$2,000,000.
7. Eaton Newport Harbor Mate Power Pedestal Specifications
8. Critical Path Schedule – Option '1' and '2'
9. Sylvain Doucet, Master Electrician licence
10. Ron Campsall, Electrician licence
11. Dan Seppenwoolde, Electrician licence
12. Miller Quality Assurance Manual
13. Miller Quality Policy
14. Warranty



City of Temiskaming Shores
PW-RFP-011-2014
Electrical Upgrades at the New Liskeard Marina

PW-RFP-011-2014

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Miller Maintenance Limited

(Registered Company Name/Individuals Name)

Of, 704024 Rockley Road, New Liskeard, ON, P0J 1P0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-4331

Fax Number (705) - 647-3611

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

Lump sum price (incl. HST) (Option 1) \$ 90,000.00

Hourly rate for additional work \$ 65.00 / hr



City of Temiskaming Shores
PW-RFP-011-2014
Electrical Upgrades at the New Liskeard Marina

PW-RFP-011-2014

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Miller Maintenance Limited

(Registered Company Name/Individuals Name)

Of, 704024 Rockley Road, New Liskeard, ON, P0J 1P0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-4331

Fax Number (705) - 647-3611

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

Lump sum price (incl. HST) (Option 2) \$ 110,000.00

Hourly rate for additional work \$ 65.00 / hr



City of Temiskaming Shores
PW-RFP-011-2014
Electrical Upgrades at the New Liskeard Marina

Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

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

Dated at New Liskeard this 18th day of December, 2014.

FIRM NAME: Miller Maintenance Limited

BIDDER'S AUTHORIZED OFFICIAL: Ryan Cote

TITLE: Operations Manager

SIGNATURE: 



City of Temiskaming Shores
PW-RFP-011-2014
Electrical Upgrades at the New Liskeard Marina
NON COLLUSION AFFIDAVIT

I/ We Miller Maintenance Limited the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed

Company Name

Miller Maintenance Limited

Title

Operations Manager



eClearance

Clearance Certificate

To renew a clearance, ensure that the appropriate principal(s) is selected, then click Renew Clearance(s). If you are on a principal's list, your clearance will renew automatically.

Clearance Certificate Generation Result

[Back to Renew List](#)

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance Certificate Number	Validity period (dd-mmm-yyyy)	Principal Legal / Trade Name	Principal Address
MILLER MAINTENANCE LIMITED /	PO 80X 4080, MARKHAM, ON, L3R 9R8, CAN	4591-001: HIGHWAY, STREET, AND BRIDGE MAINTENANCE	E2000005HXX7	20-Nov-2014 - 15-Feb-2015	Valid for all Contracts	During Effective Period, ON, CAN

[Back to Renew List](#)

CERTIFICATE OF INSURANCE

DATE: November 21, 2014

TO WHOM IT MAY CONCERN:

This certificate of insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the policies scheduled herein. It is furnished as a matter of information only, confers no rights upon the holder and is issued with the understanding that the rights and liability of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

INSURED: MILLER MAINTENANCE LIMITED
P.O. Box 4080
Markham, ON L3R 9R8

COMMERCIAL GENERAL LIABILITY PACKAGE
(Including Blanket Contractual and Non-Owned Automobile)

INSURER: ZURICH INSURANCE COMPANY
POLICY NO.: 8832477
EXPIRY DATE: December 1, 2015
LIMIT OF LIABILITY: \$2,000,000.00 Inclusive Bodily Injury & Property Damage

AUTOMOBILE LIABILITY

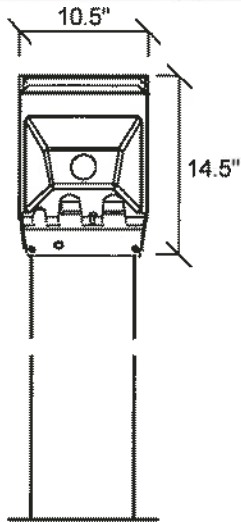
INSURER: ZURICH INSURANCE COMPANY
POLICY NO: 9999468
EXPIRY DATE: December 1, 2015
LIMIT OF LIABILITY: \$2,000,000.00 Third Party Liability

CANADIAN INSURANCE BROKERS INC.

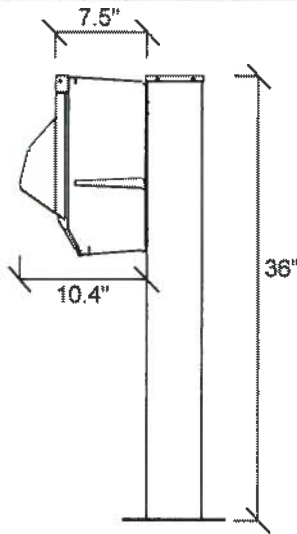


per: _____
Authorized Representative

Newport Harbor Mate



Side View



Front View

Metering
Unmetered
Bussing
Canadian Single Phase 3/8-16 stud Copper bus bar
Lighting
LED Light
Lighting Protection
Fuse Protected
Lens Color
Amber
Communications
Water
2 Valves

Side 1	Side 2
Receptacles	Receptacles
(2) 30A, 125V, (1) 20A GFI Duplex	None
Hardwired Breakers	Hardwired Breakers
None	None
Extra Unmetered GFI	
None	

Special Modifications

Back-Flow Preventer

The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY NS52	DATE 16/12/2014	Eaton		
	APPROVED BY	DATE	JOB NAME TN58267 - New Liskeard Marina Upgrades	Marina Pedestal	
	VERSION 1.0.0.2		DESIGNATION	TYPE	DRAWING TYPE Customer Appr.
NEG-ALT Number NS521208X4K1-0000	REVISION	DWG SIZE A	G.O.	ITEM	SHEET 1 of 2

Newport Harbor Mate

Bussing

Communications

Side 1

Side 2

Mounting Base & Dimensions

Water

The information on this document is created by Eaton, it is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY NS52	DATE 16/12/2014	Eaton		
	APPROVED BY	DATE	JOB NAME TN56267 - New Liskeard Marina Upgrades	DESIGNATION Marine Pedestal	
	VERSION 1.0.0.2		TYPE	DRAWING TYPE Customre Appr.	
NEG-ALT Number NS521208X4K1-0000	REVISION	DWG SIZE A	G. O.	ITEM	SHEET 2 of 2

Product
Marina Power Outlet Panel

Description

Catalog No NDYFUX21S200Q
Designation Marina Pedestal

List of Materials

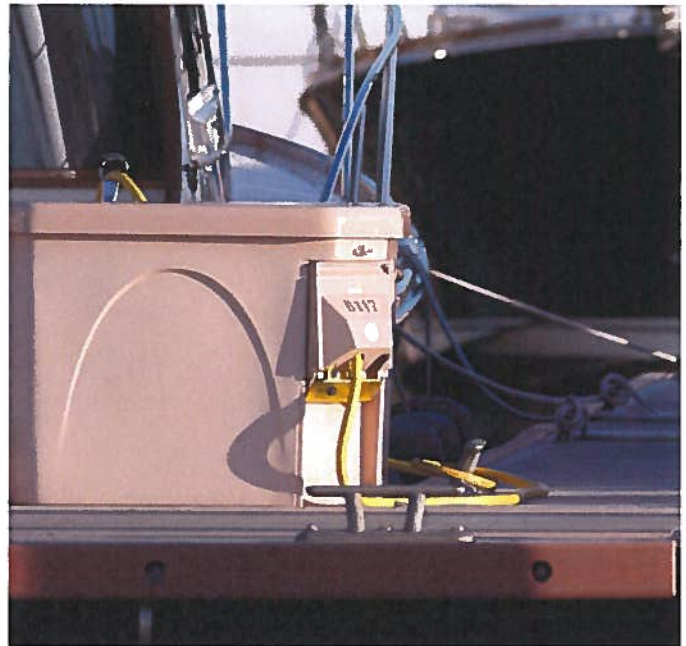
- | | |
|-----|--|
| Qty | |
| 1 | Manna Newport Harbor Mate |
| 1 | 36" White Powder-Coated Stainless Steel Stand |
| 1 | Amber Lens Color |
| 1 | LED Light |
| 1 | Photo Cell-Controlled Light |
| 1 | Fuse Lighting Protection |
| 1 | Unmetered |
| 1 | Canadian Single Phase 3/8-16 stud Copper bus bar |
| 1 | 20A GFI Duplex Receptacle - Side 1 |
| 2 | 30A, 125V Marina Receptacle - Side 1 |
| 2 | Water Connection |
| 2 | Back-Flow Preventer |



Newport Harbor Mate

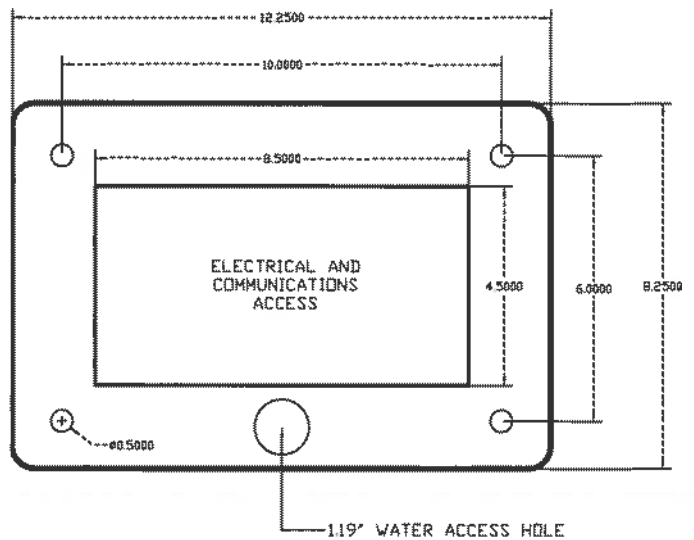
Power Pedestal

The Newport Harbor Mate is our most compact power pedestal with the ability to host a variety of electrical services. Host to a variety of electrical services, contained in a compact yet strong housing, the Newport Harbor Mate is packed with features.



Newport Harbor Mate mounted on dock box

Newport Harbor Mate Base Diagram



Newport Harbor Mate Power Pedestal

- Standard Features
- Available Options
- Dimensions

Standard Features

- Heavy Resin Housing with a Two-Part Polyurethane Coating for a UV Resistant, Long-Lasting Finish
- Photocell-Controlled 9 or 14 Watt Compact Fluorescent Twistbulb Light with Amber Lens
- Designed to Mount on a Dock Box, Piling, or Stainless Steel Stand
- Copper Bus Bar with a Maximum Rating of 140 Amps
- NEMA 3R Rating
- Circuit Breaker Protection for All Receptacles

Available Options

- Available with Single, Dual, or Combination of 30A or 50A Receptacles
- 20A/125V GFI Receptacle*
- Single or Dual Phone, Cable TV, High-Speed Internet Connections
- Digital Electronic Metering
- Free Standing Pedestal
- LED Lighting
- Clear, Blue, and Red Lenses

* 20 Amp GFI receptacles are not to be used for shore power.

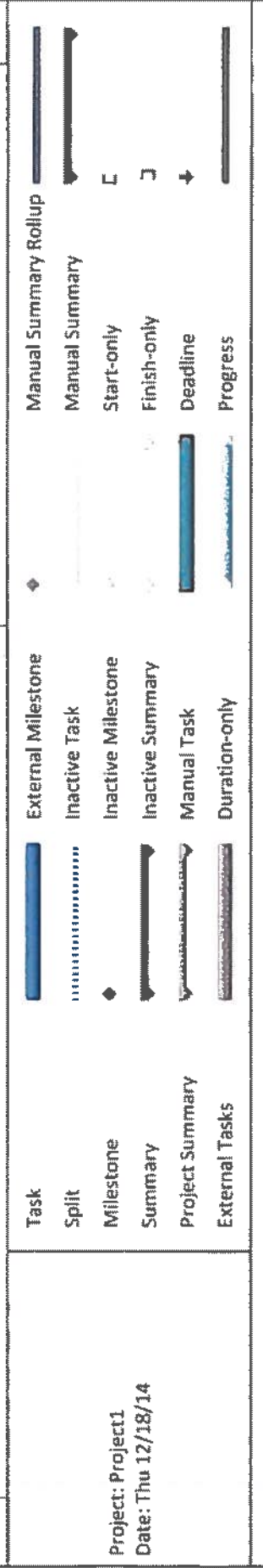
Dimensions

NEWPORT HARBOR MATE		
	IN.	MM
Height:	14.5	368.3
Width:	10.5	266.7
Depth:	10.4	264.16
NEWPORT HARBOR MATE ON STAND		
	IN.	MM
Height:	36	914.4
Width:	10.5	266.7
Depth:	15	381

Backlit Faceplate



IO	Task Name	Duration	Start	Finish
1	New Liskeard Marina Electrical Upgrade - Critical Path Schedule Option 1	7 days	Mon 5/4/15	Tue 5/12/15
2	Access granted	0 days	Mon 5/4/15	Mon 5/4/15
3	Removal of old equipment	1 day	Mon 5/4/15	Mon 5/4/15
4	Installation of New Wire	2 days	Tue 5/5/15	Wed 5/6/15
5	Installation of Pedestals	2 days	Thu 5/7/15	Fri 5/8/15
6	Installation of New Distribution Panel	2 days	Mon 5/11/15	Tue 5/12/15
7	Project Completed	0 days	Tue 5/12/15	Tue 5/12/15
8	New Liskeard Marina Electrical Upgrade - Critical Path Schedule Option 2	10 days	Mon 5/4/15	Mon 5/18/15
9	Access granted	0 days	Mon 5/4/15	Mon 5/4/15
10	Removal of old equipment	1 day	Mon 5/4/15	Mon 5/4/15
11	Installation of New Wire	4 days	Tue 5/5/15	Fri 5/8/15
12	Installation of Pedestals	3 days	Mon 5/11/15	Wed 5/13/15
13	Installation of New Distribution Panel	2 days	Thu 5/14/15	Fri 5/15/15
14	Project Completed	0 days	Mon 5/18/15	Mon 5/18/15



Project: Project1
Date: Thu 12/18/14

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

ONTARIO




Photo ID only

Electrical Contractor
Registration Agency
of the
Electrical
Safety
Authority

Licence Number
6009782
309A 400103644

SYLVAIN E DOUCET

Effective Date 2010-05-25 Expiry Date 2015-05-24

MASTER ELECTRICIAN PHOTO ID

ONTARIO



Electrical Contractor
Registration Agency
of the
Electrical
Safety
Authority

Licence Number
6009782
309A 400103644

Effective Date 2010/05/25
Expiry Date 2015/05/24

SYLVAIN E DOUCET
580 RORKE AV
HAILEYBURY ON POJ 1K0

MASTER ELECTRICIAN LICENCE
This LICENCE is only valid if accompanied by photo ID card.

Ministry of Training,
Colleges and Universities
Ministère de la Formation
et des Collèges et Universités

ONTARIO

**CERTIFICATE OF QUALIFICATION
CERTIFICAT DE QUALIFICATION**

Name / Nom: **Sylvain Doucet**

Trade Certificate/
Certificat: **Electrician: Construction and
Maintenance**

Issue Date: **09/03/2007**


Date d'effet: **F04102348**

INTER. PROV. NO.
N° INTERPROV.

1841218	309A-400103644	09/03/2016
CERTIFICATE NO. / N° DE CERTIFICAT	EXPIRY DATE / DATE D'EXPIRATION	

**ONTARIO COLLEGE OF TRADES
ORDRE DES METIERS DE L'ONTARIO**

Membership No. 13244787



Name: Sylvain Doucet
Holds Membership in the following trades:
309A-Electrician - Construction and Maintenance (JF)
Issued: 3/8/2007 Cert No. 400103644 Red Seal No. F04102348

Journeypersons Class (JF)

Sylvain Doucet
 PO Box 289 PO
 HAILEYBURY ON P0J 1K0

ISSUE DATE DATE D'ÉMISSION	09/03/2007	INTER. PROV. NO N° INTERPROV	F04102348
IDENTIFICATION NO.	1841218	ISSUE CERTIFICATE NO. N° DE CERTIFICAT	309A-400103644
		EXPIRY DATE DATE D'ÉPIRATION	09/03/2016

THE CARD HOLDER HAS MET THE REQUIREMENTS OF THE ELECTRICAL CONTRACTOR REGISTRATION AGENCY OF THE ELECTRICAL SAFETY AUTHORITY UNDER ONTARIO REGULATION 570/06.
 THIS CARD IS ONLY VALID IF ACCOMPANIED BY THE MASTER ELECTRICIAN LICENCE.
 THIS CARD MUST BE SURRENDERED UPON REQUEST.
 THIS CARD IS NOT TRANSFERABLE.
 VALID IN ONTARIO ONLY.

1-877-esa-safe

L. Impera

Lucy Impera, Registrar, Licensing and Certification

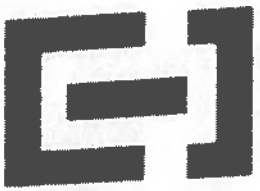
"This card is a certificate of qualification or statement of membership for the purposes described under the Ontario College of Trades and Apprenticeship Act, 2009 ("the Act"). It shall be carried at all times and produced to an authorized inspector/investigator upon request. This certificate of qualification or statement of membership may be cancelled, suspended, revoked or made subject to terms, conditions and limitations in accordance with the Act. Current information concerning the status of this certificate or statement of membership may be obtained by reviewing the College's public register."



Authorized Signature - Not valid unless signed

Master Electrician Prohibitions

- (1) A Master Electrician shall not accept a designation from an electrical contractor unless the master electrician is actively employed by the designating electrical contractor.
- (2) A Master Electrician designated by an electrical contractor shall not accept a designation from another electrical contractor if accepting the second designation will result in the Master Electrician acting in this capacity on behalf of more than one electrical contractor at the same time.
- (3) A Master Electrician shall not carry out electrical work unless he or she holds a valid certificate of qualification authorizing the carrying out of the electrical work.



ONTARIO COLLEGE OF TRADES
ORDRE DES MÉTIERS DE L'ONTARIO

Membership No. 13101491

Name: Ron W. Campsall

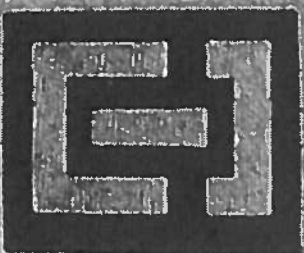
Holds Membership in the following trades:

309A-Electrician - Construction and Maintenance (JP)*

Issued: 03/16/1977 Cert No. 308411

**Previously held a 309D Electrician Construction and Maintenance
(Electronic Control Endorsement) issued by the Ministry of Training,
Colleges and Universities.**

***Journeypersons Class (JP)**



**OT
TA
17**



ONTARIO COLLEGE OF TRADES
ORDRE DES MÉTIERS DE L'ONTARIO

Membership No. 13317412

Name: Daniel Jesse Sepperwoolde

Holds Membership in the following trades:

300A-Electrician - Construction and Maintenance (JP)*

Issued: 4/3/2014 Cert No. 400227058 Red Seal No. F04173955



*Journeypersons Class (JP)

7548



Miller Paving Limited MTO Quality Manual

Miller Quality Manual Ver 0.2.Doc

Miller Paving Limited
505 Miller Ave
Markham, ON L6G 1B2
Phone: (905) 475-6660
Fax: (905) 475-3852

Digital access to the original document is controlled by the Quality Management Representative. All copies and printouts are considered uncontrolled unless assigned by the QMR.

For printed copies, the holder and copy number must be entered below and recorded by the QMR.

This copy is assigned to: _____

Controlled copy number _____. Holder is responsible for retention of this copy and insertion or replacement of revisions.

If controlled copy information is not entered and recorded, this is an uncontrolled copy. Uncontrolled copies will not be updated. The holder is responsible for verifying that information is current and complete before use.

This manual is the confidential property of Miller Paving Limited and must be returned to the company on demand. Do not copy, loan or circulate except in accordance with company policy.

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CONTENTS

1.0 INTRODUCTION:3
2.0 QUALITY POLICY3
3.0 SCOPE3
4.0 COMPLIANCE.....3
5.0 ORGANIZATIONAL STRUCTURE.....4
6.0 ANNUAL QMS MANAGEMENT REVIEW5
7.0 ANNUAL PRODUCT QUALITY IMPROVEMENT PROGRAM AND REVIEW5
8.0 OTHER REQUIREMENTS6
9.0 REFERENCES:6
10.0 RECORDS:6
11.0 ANNEXES:6
12.0 REVISION HISTORY7



1.0 INTRODUCTION:

1.1 This manual describes the Quality Management System (QMS) implemented by Miller Paving Limited (Miller) to assure the quality of work by Miller and its subsidiaries for the Ministry of Transport of Ontario (MTO). The QMS is in accordance with MTO document "PH-CC-863-March 2005 Modified Nov 2005", titled "Annual Declaration for a Company with Subsidiaries: MTO Minimum Quality Management System" (Declaration).

2.0 QUALITY POLICY

- 2.1 Miller maintains its Quality Policy, Annex 01, as a separate, signed document in accordance with the Declaration.
- 2.2 Miller annually submits the Declaration by fiscal year end, February 28, signed by the Senior Vice President, Construction & Pavement Product Group, committing the company to apply this QMS to all MTO contracts.

3.0 SCOPE

- 3.1 The QMS described in this manual applies to all work by Miller and its subsidiaries under contract to MTO.
- 3.2 While performing work to contracts, designs, standards, and specifications prescribed by MTO, Miller is responsible for the quality of materials and construction supplied by its own personnel and by its suppliers and subcontractors.
- 3.3 Miller's supplier and subcontractor agreements require conformance to the relevant requirements of the MTO contract and the maintenance of appropriate quality records necessary to demonstrate the quality of materials and construction.

4.0 COMPLIANCE

- 4.1 Miller commits to comply with this QMS and to continually improve its effectiveness in the performance of MTO contracts.
- 4.2 Miller systematically monitors, maintains and improves its QMS to ensure conformance to the Declaration.

Original signed by:

Kent Dunham, Director
Construction Group, Miller Paving Limited.

Date



5.0 ORGANIZATIONAL STRUCTURE

- 5.1 Organization charts for Miller and its subsidiaries appear in Annex A02 showing each organization's management, departments, positions within the departments and the relationship of Internal Auditors, Quality Verification Engineers, and subcontractors' supervisory and QC positions to these organizations. These charts show the relationship of positions with responsibility for quality system and those that manage and perform the work.
- 5.2 The responsibilities of the positions in these organizations are described in Position Descriptions maintained by Miller and by each Business Unit Manager.
- 5.3 The organization charts and position descriptions are verified in the annual QMS Audit.
- 5.4 Each Business Unit Manager is responsible to ensure that all production meets the Miller Corporate Quality Objectives defined in the Quality Policy and is in compliance with the quality, schedule and cost controls for the project. If conflicts between production and quality objectives cannot be resolved in full conformance with the contract and Quality Plan, the BU Manager must refer them to the Senior Vice President responsible for his area.
- 5.5 Quality Management Representative (QMR): Kent Dunham, Manager, Quality and Contract Control, has the authority to require compliance with the Quality Policy and Manual for MTO work and for ensuring that the QMS is audited in accordance with the Quality Policy. He is responsible for:
- maintaining the QMS and for overseeing its implementation in Miller and its subsidiaries,
 - reporting to the Senior Vice President on the performance of the QMS and quality levels achieved; and
 - promoting awareness of MTO's quality requirements within Miller through training and other means.
- 5.6 Each subsidiary identifies personnel with the authority and responsibility to verify that suppliers' and subcontractors' work meets MTO's quality requirements and to report nonconforming work to the BU Manager. These personnel are identified in the corresponding organization charts and their authority and responsibility are described in their position descriptions.
- 5.7 The QMR, is responsible for ensuring that annual internal QMS audits of Miller and its subsidiaries are completed and reported to Management Review. Refer to Organization charts and Audit procedure for the assignment of internal auditors and the conduct and scope of internal quality audits.
- 5.8 Within each Business Unit, the QC Plan Coordinator is designated as the QMR with similar responsibilities and authorities within their organization, accountable to the Miller QMR. These positions are shown on the corresponding organization charts.



6.0 ANNUAL QMS MANAGEMENT REVIEW

- 6.1 The top management of each BU must complete a review of their own operation by January 31 annually following the Miller Management Review Procedure and Agenda (or an equivalent protocol approved by the QMR) and report the conclusions to the QMR for inclusion in the Miller review.
- 6.2 Miller top management conducts an annual review of the QMS following the Miller Management Review Procedure and Agenda in accordance with the Declaration.

7.0 ANNUAL PRODUCT QUALITY IMPROVEMENT PROGRAM AND REVIEW

- 7.1 The annual Quality Management Review includes a review of product quality indicators and improvement initiatives. Input is provided from the Business Unit quality reviews based on quality assessments at the conclusion of each project.
- 7.2 Broad quality objectives and performance measures are identified in the Quality Policy. The BU Manager is responsible for identifying specific requirements and objectives in each contract and for reviewing contract quality records and documenting feedback on the quality levels achieved for Management Review.
- 7.3 Miller BU Managers document in summary form the quality levels achieved on MTO projects and target areas for improvement, based on the areas identified in the Quality Policy. Information from MTO QA referee labs and Business Unit QC data are included in this assessment. The objective is to earn full bonus on all work.
- 7.4 The QMR is responsible for documenting action plans to address areas targeted for improvement in the annual Management Review and for assigning responsibility for implementing and monitoring these plans.
- 7.5 The Project QC Administrators are responsible submitting monthly job reports to the BU Manager management with recommendations to improve the quality of construction. Approval and recording of these initiatives is the responsibility of the BU Manager who reports actions for Management Review. Refer to the Miller Improvement Program procedure.
- 7.6 Project Coordinators endeavor to identify possible quality improvements during contract review and propose them for MTO approval. Refer to the Miller Improvement Program procedure.
- 7.7 Project Coordinators are responsible for monitoring changes in MTO performance measures and quality requirements and updating affected Quality Plans and other documents as required by contracts, but not less than once a year.
- 7.8 The participants, contributors, schedule and recording requirements for the Product Quality improvement Review are the same as for the Quality Management System Review which includes these matters in its agenda.



8.0 OTHER REQUIREMENTS

- 8.1 The Senior VP, Construction & Pavement Product Group, will notify the Ministry's Manager, Construction Office within 24 hours of any decision not to comply with the Declaration.
- 8.2 The Senior VP is responsible for renewing the Declaration annually. The Declaration remains in effect until it is withdrawn or until it expires at Miller's fiscal year end.
- 8.3 The QMR will submit Miller's internal QMS audit reports to the Ministry's Manager, Construction Office, at no cost to the Ministry within 14 calendar days of written notice.
- 8.4 If required by the Ministry, and
 - 1. an infraction has been issued against Miller for quality problem, or
 - 2. Miller receives a poor performance rating for quality on a contract, or
 - 3. a Manager of Contracts Office in a Ministry region submits a complaint against Miller for a serious quality problem to the Ministry's Manager, Construction Office, or
 - 4. Miller's internal audit report is seriously deficient,
the QMR will engage an independent accredited¹ QMS auditor to audit Miller's QMS to the requirements of the Declaration and will submit the resulting report to the Ministry's Manager, Construction Office at no cost to the Ministry.

9.0 REFERENCES:

- 9.1 Annual Declaration for a Company with Subsidiaries: MTO Minimum Quality Management System, MTO document PH-CC-863-March 2005 Modified Nov 2005
- 9.2 Change in Qualification Criteria for Contractors, MTO Notification to Contractors, March 1, 2005
- 9.3 Quality Control Compliance Incentive, MTO Special Provision No. 199S53, February 2006

10.0 RECORDS:

- 10.1 The following records are created or modified by performing this procedure.

Record Name/Number	Retention Time*	Retained By:
Records of management reviews	5 years or duration of contract	QMR

11.0 ANNEXES:

- 11.1 Annex A01 Quality Policy

¹ Accredited by a Quality System Registrar or equivalent authority to perform audits to the requirements of the MTO declaration in accordance with ISO 19011:2002.



11.2 Annex A02 Organization Charts

12.0 REVISION HISTORY

Sections changed	Description of change	Date effective
All	Ver 0.1 Issued for initial use	2005/12/19
Various 11.0	Ver 0.2 Correct names and titles Reorganize with annexes..	



1.0 POLICY STATEMENT

- 1.1 It is the policy of Miller Paving Limited and its subsidiaries (collectively, Miller) to perform all work for the Ministry of Transportation of Ontario (MTO) in accordance with the Quality Management System (QMS) described below. Miller commits the company and its subsidiaries, suppliers and subcontractors to abide by the requirements of the QMS while performing work on MTO contracts. This policy is signed by the Senior Vice President, Construction & Pavement Product Group, Miller Paving Limited, who is responsible for MTO work.
- 1.2 Miller submits a signed copy of the “Annual Declaration for a Company with Subsidiaries: MTO Minimum Quality Management System” (Declaration) to MTO before its fiscal year end, February 28, as evidence to its commitment to this Quality Management System.

2.0 QMS OBJECTIVES

- 2.1 Miller staff pursue the following objectives in all MTO contracts. Management assesses achievement of these objectives during Quality System Management Review and redirects activities or revises the objectives as appropriate.
- 2.2 In the following table, each objective is associated with a Measure, a quantity that can be counted or measured as an indicator of success in achieving the objective, and a Target, the value that would indicate complete fulfillment of the objective. Targets may be unattainable on occasion but they remain a driver for QMS improvement.
- 2.3 Responsibility for each objective is assigned to a Miller management position but may be reassigned or delegated either permanently or for a particular MTO contract.
- 2.4 Miller management establishes objectives with staff as appropriate a) to support these permanent objectives, b) to effect corrective or preventive actions and c) to implement system changes, improvements and other business goals.

Objective	Measure (Target)	Responsible
Conformance to MTO contracts	Quality System Nonconformances (zero); Holdbacks and penalties (zero); Material; Work and Final Inspection Yields (100%)	Business Unit Vice Presidents
Conformance to MTO standards and specifications	Materials and work meet specifications (100%)	Business Unit manager for project
Error free, on-time work completion	MTO rejections and complaints (zero); Schedule compliance (on time); MTO Contractor Ratings (most favourable)	Business Unit manager for project



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

Objective	Measure (Target)	Responsible
Employee Competence	Skill; knowledge; ability (demonstration of satisfactory work performance)	Business Unit manager for project
Supplier/subcontractor Conformance	Provision of conforming product/service (100%)	Business Unit manager for project

3.0 STATEMENT OF COMMITMENT:

3.1 Miller will implement the QMS described in the attached Quality Manual and will comply with all documented requirements when performing work for MTO. Miller management will improve the performance of the QMS by assigning and reviewing objectives and responsibilities for corrective and preventive action in Quality System Management Reviews and at other appropriate times.

4.0 BROAD PRODUCT QUALITY OBJECTIVES

- 4.1 The Quality Manual identifies the organization and QC requirements to control quality of all product supplied to MTO contracts. Project specific requirements may supersede the general requirements where required by contract.
- 4.2 In all cases the overriding objective is to comply fully with the specifications and requirements of each contract. By default, the measure of this objective is the number of nonconforming results identified against each requirement with a target value of zero nonconformances.
- 4.3 Where applicable, the measure of objective attainment is the earned bonus on the work. The target is to earn the maximum bonus on all MTO work.

Work or material reference	Product Quality Requirement categories	Objective
Granular Base and Sub-Base Materials and Construction	QC Laboratory requirement	CCIL certified Type C laboratory in use
	Aggregate production	Processed and stockpiled to minimize segregation and preserve conformity.
	Construction	Placed and compacted in accordance with applicable specifications.
Bituminous Materials and Construction	Laboratory requirements for QC testing	CCIL type B and type E laboratories in use



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

Work or material reference	Product Quality Requirement categories	Objective
	Bituminous production, materials and mix designs	Quality of AC, Aggregate and Recycled materials tested per SP199S53 and Miller Quality Checklists .
	Sampling	Hot mix sampled each subplot. AC and Aggregates sampled per contract.
	Construction	Substrate preparation per SP199S53 and Miller Quality Checklists . Tack coat delivery verified by volume. Delivery, placement, joint construction, compaction, smoothness per and contract specifications, SP199S53 and Miller Quality Checklists.
	Inspection	Inspection frequencies per SP199S53 and Miller Quality Checklists
Concrete Materials and Construction	Laboratory Requirements for QC testing	Laboratory on MTO approved list and successful in correlation programs
	Concrete production, materials and mix design	Supplier RMCAO certified plus other certifications required by contract.
	Field testing and acceptance of concrete	Temperature, slump and air per OPSS 904. Test cylinders per CSA A32.2-3C
	Construction	Placement, Air void testing, curing and special weather provisions per SP199S53 and Miller Quality Checklists.
	Inspection	Inspection schedule per SP199S53 and Miller Quality Checklists.
Electrical Materials and Construction	Subcontractors are required to have approved Core Quality Plans for electrical work.	Per approved subcontractor QC Plans. Work in accordance with Canadian Electrical and other applicable codes.



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

Work or material reference	Product Quality Requirement categories	Objective
Grading	QC of grading	Superintendent ensures all work per contract, SP199S53 and Miller Quality Checklists.
	Inspection of compaction, excess material disposal and grading.	Inspections scheduled per SP199S53 and Miller Quality Checklists requirements.
Structures and Foundations	QC of Structural and Foundation Items	Compliance with requirements in SP199S53 and Miller Quality Checklists.
	Materials	All work per approved drawings with mill certificates supplied where indicated in SP199S53 and Miller Quality Checklists.
	Testing	Per contract requirements and job specific QC Plan.
	Inspection	Scheduled per SP199S53 and Miller Quality Checklists.
Project specific work (other than covered above)	Above categories as identified in contract documents	All work per contract requirements and project specific checklists.

5.0 PRODUCT QUALITY OBJECTIVE ESTABLISHMENT AND REVIEW

- 5.1 The Project Quality Control Administrator is responsible for identifying project specific quality objectives and requirements and implementing the quality controls to ensure that product quality requirements are met. For each of the product or work areas in the preceding table, the QC requirements stated in SP199S53 apply.
- 5.2 Project specific requirements and objectives are incorporated into the project checklists.
- 5.3 At the conclusion of each contract, the Project Manager ensures that the Project Quality Control Administrator reports on the attainment of the objectives to the Miller Quality Management Representative for inclusion in Management Review.

6.0 INTERNAL AUDIT

- 6.1 The Miller QA Manager coordinates internal audits of the QMS including all Miller Subsidiaries named in Appendix 1.



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

- 6.2 The Miller QA Manager is the lead auditor responsible for planning audits to address each area of Miller's operations according to its status and importance in MTO work. He is responsible for selecting, training and assigning competent auditors who are independent of the audited function.
- 6.3 The Lead auditor reports to the Senior VP, Construction & Pavement Products Division, for the purposes of internal auditing regardless of organizational position or other job duties.
- 6.4 Refer to Miller Audit procedure for methods and forms to be used in auditing.

7.0 SUBCONTRACTOR AND SUPPLIER QUALITY

- 7.1 Miller is responsible for the quality of subcontractors' work and suppliers' products on all MTO contracts.
- 7.2 The Business Unit Manager ensures that subcontractors and suppliers are selected and managed according the Miller Supplier & Subcontractor Control procedure.
- 7.3 The Project Quality Control Administrator Quality identifies the positions and qualifications of QC personnel and of laboratory services as required by SP199S53 and the contract documents and ensures that the necessary Declarations of Qualification are completed and submitted to the Contract Administrator. Miller's subcontractors and suppliers are required to provide any necessary supporting information for these submissions.
- 7.4 Adherence to these requirements and the quality of work and products delivered are included in Miller QMS Audits and reported for Management review.

8.0 COMMUNICATION OF THIS POLICY

- 8.1 Miller managers ensure that all employees engaged in MTO work by Miller and its Subsidiaries are aware of this policy and understand its application to their work. The formal lines of communication and reporting structure are described in the Organizations charts Annexed to the Quality Manual.
- 8.2 Miller uses the following communication methods to ensure communication and understanding of its Quality Policy.

Communication method	Schedule
Publication of Miller Newsletter	yearly
Employee meetings	Annual Business Unit meetings and AWR ¹ .
Training	Tailgate and job site training by supervisors.
Employee job site certification	Combined with required safety & environmental training for site access.
Policy Manual	Distributed to all Business Units.

¹ As and When Required



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

Communication method	Schedule
Bulletin board	AWR
Paycheck mailings	AWR
Employee committees	AWR include as agenda item.

9.0 SUBSIDIARIES COVERED BY THIS POLICY

9.1 Subsidiaries of Miller bound by this policy statement are listed in Appendix 1. A copy of the appendix is attached to the "Annual Declaration for a Company with Subsidiaries: MTO Minimum Quality Management System".

This policy is approved and proclaimed to govern all work for MTO by Miller.

Stephen Damp, Senior VP, Construction & Pavement Products Division,
Miller Paving Limited or ...

Dated

10.0 RECORDS:

10.1 The following records are created or modified by performing this procedure.

Record Name/Number	Retention Time ²	Retained By:
Copy of signed Declaration	5 years	Sr. VP Miller Paving
Documented quality objectives for QMS and Product	5 years or duration of project	Sr. VP Miller Paving
Management review records	5 years	QA Manager
Internal QMS audit reports	5 years or duration of project	QA Manager
Subcontractor and supplier records	5 years or duration of project	Business Unit Manager
Policy training and communications	5 years or duration of employment	Business Unit Manager

² Minimum retention time. Records may be retained or archived indefinitely at management discretion.



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

11.0 REVISION HISTORY

Sections changed	Description of change	Date effective
All	First issue for use as Version 0.1	2005/12/16
Various	Change "Core Plan" references. Make consistent references to "Quality Control Administrator". Correct referenced procedure titles.	2006/05/01



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

APPENDIX 1

The following subsidiaries of Miller are bound by this policy when performing work for MTO.

- Brennan Paving and Construction
- E.C. King Contracting
- Huron Construction Ltd.
- Integrated Maintenance & Operations Services Inc. (IMOS)
- Mill-Am Corporation
- Miller Maintenance Limited
- Miller Northwest Ltd.
- Miller Paving Limited
- Miller Paving Northern
- Norway Asphalt Limited
- Smith's Construction Company
- MSO



MILLER MAINTENANCE NORTHERN

883316 Hwy 65, Box 248, New Liskeard, ON, P0J 1P0
Phone: (705) 647-4331 Fax: (705) 647-3611

Warranty

PW-RFP-011-2014 - Electrical Upgrades at the New Liskeard Marina

Upon acceptance in principle, MILLER will warranty all work and materials for a period of one year after the completion of the work. This will include all material, equipment, and labour required to complete warrantable repairs.

As-builts will also be supplied to the City for any future maintenance or additions.

Ryan Cote
Operations Manager
Miller Maintenance Northern

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: January 20th, 2015
Subject: Application for Funding – Age-Friendly Community Planning Grant Program and Community Transportation Pilot Grant Program
Attachments: None

Mayor and Council:

Age-Friendly Community Planning Grant Program

The Ontario Seniors' Secretariat is offering the opportunity for municipalities to apply for funding to the new Age-Friendly Community Planning Grant Program. The program offers a total of up to \$1.5 million over two years for short and long-term projects that take place between June 15th, 2015 and March 31, 2017. Funding will support local governments and community organizations to undertake strategic planning with a focus on seniors and lead to the development of local aging plans that will eventually be implemented, evaluated and improved upon. The purpose of the funding is to help communities become age-friendly by ensuring that the needs of seniors are considered at every stage of community planning and development.

Local governments, as well as community organizations that demonstrate that they have endorsement of the local government may apply for funding.

The City of Temiskaming Shores is eligible to apply for up to \$25,000 to complete a project that would result in the planning, implementation, and evaluation of activities that contribute to the creation and ongoing development of an age-friendly community.

The project that the municipality would apply for funding would include the development of a steering committee involving local seniors and the organizations that represent them, define local principles, develop a custom needs assessment, action plan and the implementation of the action plan and evaluation. The project will identify which of the World Health Organization's eight age-friendly community dimensions the local action plan supports. The eight age-friendly community dimensions include:

1. Outdoor spaces and Public Buildings
2. Transportation
3. Housing
4. Social Participation
5. Respect and Social Inclusion
6. Civic Participation and Employment
7. Communication and Information

8. Community Support and Health Services

Statistics provided by the Ministry of Health and long Term Care IHSP Demographics 2012-08-31 demonstrate that the population in the NE LHIN is older than the population of Ontario in general and is growing older faster than the population of Ontario in general. Population estimates for the Timiskaming district depict 20% of the population as being 65+.

Community Transportation Pilot Grant Program

The City of Temiskaming Shores is also eligible to apply to the Community Transportation Pilot Grant Program established by the Ministry of Transportation. This is a \$1 million pilot grant program, to offer assistance to municipalities across Ontario for the planning and implementation of local, coordinated community transportation projects.

Projects which may be considered for funding are those related to the development of community transportation solutions, including ways to better utilize existing transportation resources. The objectives for the programs are to improve mobility options for individuals who do not have access to their own transportation; build capacity to better meet local transportation demand, particularly where it is challenging or not feasible to provide conventional or specialized transit service due to population or density; create new networks of coordinated community transportation service that leverages existing services and pools resources to provide more rides, to more people, and to more destinations.

The program is for a two-year period from April 1, 2015 to March 31, 2017. To be eligible for funding, the proposed project must be implemented within one year of the effective date of the agreement and last until the end of the program, in collaboration with at least one community organization.

The maximum funding available is \$100,000. The application must provide the strategic rationale for the involvement of each organization, and demonstrate that each organization will:

- Support the application;
- Participate in the planning and execution of the project;
- Contribute to the project, either financially or through in-kind contributions; and
- Benefit from the project.

The project that the municipality would apply for funding would include promotion and education targeted to seniors, to people with disabilities, and to organizations that represent targeted groups for the various transportation modes available within our community. Increased awareness will increase ridership on existing resources; while providing centralized information will expand service possibilities to best meet the needs of the users.

It is recommended that resources from each funding application be leveraged to support one (1) coordinator and program costs including marketing and promotion for the completion of both projects simultaneously. The coordinator will create efficiencies as the partnerships and collaborations required for each funding program occur with similar organizations. Execution of the proposed projects would be contingent upon the approval of funding for both applications.

Staff is recommending:

1. That Council for the City of Temiskaming Shores accept receipt of Memo 001-2015- RS;

2. That Council for the City of Temiskaming Shores directs staff to submit a funding application to the Age-Friendly Community Planning Grant Program in the amount of \$25,000 and to the Community Transportation Pilot Grant Program in the amount of \$40,000; and
3. That execution of these two projects is contingent upon receipt for funding under both programs.

Prepared by:

Reviewed and submitted for
Council's consideration by:

Tammie Caldwell
Director of Leisure Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-023

Being a by-law to amend By-laws No. 2012-131, 2012-180, 2012-182, 2012-183, and By-law No. 2012-184 being by-laws to enter into a lease agreement with the Great Northern Family Health Team, Dr. Logan, Dr. Corbin and Dr. Corneil for rental of space at the New Liskeard Medical Centre

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

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

Whereas Council considered Administrative Report No. CS-002-2015 at the January 6, 2015 regular meeting and directed staff to prepare the necessary amending by-law implementing a 1% increase for rental space at the new Liskeard Medical Centre for consideration at the January 20, 2015 Regular Meeting of Council;

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 amends **By-law No. 2012-180**, as amended being an agreement for the rental of space at the New Liskeard Medical Centre by the Great Northern Family Health Team to increase rent by 1% effective January 1, 2015;
2. That Council hereby amends **By-law No. 2012-131** and **By-law No. 2012-184**, as amended, being agreements for the rental of space at the New Liskeard Medical Centre by Doctor Logan to increase rent by 1% effective January 1, 2015;
3. That Council hereby amends **By-law No. 2012-182**, as amended being an agreement for the rental of space at the New Liskeard Medical Centre by Doctor Corbin to increase rent by 1% effective January 1, 2015;
4. That Council hereby amends **By-law No. 2012-183**, as amended being an agreement for the rental of space at the New Liskeard Medical Centre by Doctor Corneil to increase rent by 1% effective January 1, 2015;
5. 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 20th day of January, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-024

**Being a by-law to amend By-law No. 2012-039, as amended being
a by-law to adopt Schedules of Departmental User Fees and Services
for the City of Temiskaming Shores**

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

And whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores;

And whereas Council considered Administrative Report CS-006-2014 at the January 6, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to amend Municipal Fees By-law No. 2012-039 to increase Marriage Licence Fees from \$100 to \$125 in 2015 and \$150 in 2016 for consideration at the January 20, 2015 Regular meeting of Council.

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

1. That the fees for *Marriage Licences* listed in Schedule "A" – Administration – Corporate Services of By-law No. 2012-039, as amended, be removed and replaced with the following:

Marriage Licences	Municipal Act 391 (1)	\$125 (2015) / \$150 (2016)
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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 20th day of January, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-025

Being a by-law to amend By-law No. 2013-048, as amended being a by-law to enter into an Agreement with Stewardship Ontario to permit the City of Temiskaming Shores to host an Orange Drop Collection Program for the collection of Municipal Hazardous or Special Waste

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

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

And whereas the Council adopted By-law No. 2013-048 on April 2, 2013 being a by-law to enter into an Agreement with Stewardship Ontario to permit the City of Temiskaming Shores to host an Orange Drop Collection Program for the collection of Municipal Hazardous or Special Waste;

And whereas Council considered Memo 001-2015-CS “Orange Drop Agreement” at the January 6, 2015 Regular Meeting of Council and directed staff to prepare the necessary by-law to amend By-law No. 2013-048 for consideration at the January 6, 2015 Regular Meeting of Council;

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

1. That By-law No. 2013-048 is hereby amended by the provisions set out in the amending Agreement from Stewardship Ontario, a copy of which is hereto attached as Schedule “A” forming part of this By-law.
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 20th day of January, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

**AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

WHEREAS:

1. Stewardship Ontario and The Corporation of The City of Temiskaming Shores (collectively, the "Parties") entered into an agreement concerning municipal hazardous or special wastes dated July 1, 2011, including any previous amendment made by the parties (the "Agreement");
2. The parties wish to make certain amendments to the Agreement as set out herein.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

- 1 The Agreement is hereby amended effective January 1, 2015 as set out in Schedule "A" hereto.
- 2 Any section marked as "Intentionally Deleted" in the Agreement remains "Intentionally Deleted" and is not replaced by or amended by anything in Schedule "A".
- 3 All other provisions of the Agreement remain un-amended and in full force and affect.

IN WITNESS WHEREOF the Parties have signed this AMENDING AGREEMENT as of January 1, 2015.

STEWARDSHIP ONTARIO

by: _____

Name: David Pearce

Title: Managing Director

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

by: _____

Name: Carman Kidd

Title: Mayor

by: _____

Name: David B. Treen

Title: Clerk

**SCHEDULE "A" TO THE AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

1.0 Definitions and Interpretation. The Parties agree that Section 1.2 of the Agreement is deleted in its entirety and replaced with the following:

1.2. In this Agreement:

- (a) "**Agreement**" means this Agreement and includes all schedules and amendments thereto;
- (b) "**Business Day**" means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
- (c) "**Claims Submission**" means submission to SO of data required to validate claim for payment;
- (d) "**Collection Services**" means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Obligated MHSW onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;
- (e) "**Commingled Materials**" means the materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;
- (f) "**Depot**" means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
- (g) "**Diversion Report**" means invoices, MHSW material tonnage reports, or other such documents as may reasonably be required by SO from time to time for the validation of Claims Submissions;
- (h) "**End Processor**" means a Service Provider that processes collected Obligated MHSW;
- (i) "**Event**" means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process MHSW from the public and/or Exempt Small Quantity IC&I Generators;
- (j) "**Exempt Small Quantity IC&I Generator**" or "**Exempt SQG**" means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;
- (k) "**FOB**" means free on board;

- (l) “**Generator**” means the final user who generates waste which will be reused, recycled or disposed;
- (m) “**Lab Pack Audit**” means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by SO with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by SO as set out in this Agreement;
- (n) “**Industry Stewardship Organization**” or “**ISO**” means a group of stewards working collectively who manage and fund the recycling of their own designated waste, instead of paying fees directly to an Industry Funding Organization to provide these services in accordance with Section 34 of the *Waste Diversion Act*.
- (o) “**Manifesting**” means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (p) “**Member Associations**” has the meaning set out in Section 4.3;
- (q) “**MHSW Program Plan**” means the current MHSW waste diversion program as it applies to Phase 1 materials approved by the Minister pursuant to section 26 of the *Waste Diversion Act, 2002* (Ontario), and any amendments thereto and replacements thereof;
- (r) “**MHSW Services**” means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (s) “**Minister**” means the Minister of the Environment for the Province of Ontario;
- (t) “**Non-Commingled Materials**” means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;
- (u) “**Obligated MHSW**” means MHSW designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- (v) “**Packing Standards**” means the Waste Packing Protocols listed in Schedule “E” as amended by SO from time to time;
- (w) “**Post-Collection Services**” means the management of Obligated MHSW after delivery of such MHSW to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Obligated MHSW materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;

- (x) “**Service Provider**” means the Municipality and/or a commercial party that provides MHSW Services to SO or the Municipality as the case may be; and
- (y) “**SO Portal**” means SO’s online system for uploading Claims Submissions.

2.0 MHSW Services: The Parties agree that Section 2.0 of the Agreement is deleted in its entirety and replaced with the following:

- 2.1. Schedule “A” to this Agreement sets out schematically three different service location types for the provision of MHSW Services by the Municipality to SO. These are as follows:
 - (a) Depot
 - (b) Event
 - (c) Event (and transportation to Depot).

For the purpose of this Agreement, SO and the Municipality have agreed that the service location types marked with an “X” below will be the ones under which the Municipality will provide MHSW Services to SO.

- Depot
- Event
- Event (and transportation to Depot)

- 2.2. SO and Municipality may agree in writing at any time to change the service location type under which Municipality is providing MHSW Services to SO herein to the other service location type listed above and described in Schedule “A” hereto or to add another service location type, and this Agreement shall be deemed to have been amended accordingly.
- 2.3. The Parties recognize that there may be changes, including addition or removal of some materials, to the MHSW Program Plan. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which the matter will be resolved by arbitration in accordance with the provisions hereof.
- 2.4. The Parties also understand that an Industry Stewardship Organization (ISO) may, at any time, be approved by the Board of Waste Diversion Ontario for one or more of the Obligated MHSW materials. In the event an ISO is approved by Waste Diversion Ontario (WDO), SO will have no responsibility to pay for MHSW Services provided by the Municipality with respect to the materials for which the ISO is then responsible on and after the effective date of such approval by WDO, unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

5.0 Title and Compliance with Laws: The Parties agree that Section 5.0 of the Agreement is deleted in its entirety and replaced with the following:

- 5.1. Title to all Obligated MHSW collected by Municipality at Events and Depots will belong to SO from the time of collection, and whether the Obligated MHSW is transported to the End Processor by the Municipality's Service Providers or SO's Service Providers. Any contract entered into between Municipality and an End Processor for Obligated MHSW must provide that title transfers to the End Processor in accordance with the Processor Standards in Schedule "E", as amended from time to time.
 - (a) Notwithstanding the foregoing, if the Municipality operates a reuse program for any Obligated MHSW, title to the Obligated MHSW being reused shall transfer to municipality one (1) second prior to being given to the person or entity requesting it for reuse purposes.
 - (b) Notwithstanding the foregoing, in the event an ISO is approved by WDO, title to the Obligated MHSW with respect to the materials for which the ISO is then responsible will not belong to SO or SO's Service Providers unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.
- 5.2. In performing the MHSW Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-026

Being a by-law to adopt a Civil Marriage Solemnization Policy for the City of Temiskaming Shores and repeal By-law No. 2010-104 being a Civil Marriage Solemnization Policy for the City of Temiskaming Shores

Whereas Ontario Regulation 285/04 provides for the authorization of the Clerk to solemnize marriages with the authority of a licence;

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

And whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2010-092 on June 15, 2010 authorizing civil marriage solemnization services to be implemented by the City of Temiskaming Shores;

And whereas Council adopted By-law 2010-104 on July 20, 2010 being a by-law to adopt a Civil Marriage Solemnization Policy for the City of Temiskaming Shores;

And whereas Council considered Administrative Report CS-004-2015 at the January 6, 2015 regular meeting of Council and directed staff to prepare the necessary by-law to repeal By-law 2010-104 and adopt an updated Marriage Solemnization Policy for Council's consideration at the January 20, 2015 Regular Meeting of Council;

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

1. That Council of The Corporation of the City of Temiskaming Shores hereby adopts the Civil Marriage Solemnization Policy attached hereto as Schedule "A" and forming part of this by-law.
2. That this By-law shall come into force and take effect on the date of its final passing.
3. That By-law 2010-104 is hereby repealed.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 20th day of January, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-026

**Civil Marriage
Solemnization Policy**

Civil Marriage Solemnization Policy

Delegation of Authority

Under Section 228 (4) of the Municipal Act, the Clerk may delegate in writing to any person, other than a member of council, any of the Clerk's powers and duties under this and any other Act. For the purposes of delegating authority for civil marriage solemnization, this policy limits the Clerk's ability to delegate subject to Council's approval. For the purposes of this policy all persons delegated to perform civil marriages shall be referred to as "*Marriage Officiant*"

Form of Ceremonies

There are basic requirements of the Marriage Act to be followed. Appropriate and dignified ceremonies will be developed accordingly. Applicants will be clearly informed of the style of the ceremony and that there will be no religious aspects included. The applicants will be made aware that there are Clergy available in the community to perform marriage ceremonies with various levels of religious content should they wish a religious ceremony.

Guidelines and Criteria

- As outlined in Section 24 (1) of the Marriage Act, R.S.O. 1990, Chapter M.3, a judge, a justice of the peace or any other person of a class designated by the regulations may solemnize marriages under the authority of a licence.
- Ontario Regulation 285/04 amended the Marriage Act to include Municipal Clerks as a class of person authorized to solemnize civil marriages. This authority is extended to designates who have been delegated the authority by the Clerk in accordance with Section 228 of the Municipal Act. Delegation of authority, by the Clerk, to perform civil marriage ceremonies shall be confirmed by Resolution of Council.
- Civil marriages will be conducted by a Marriage Officiant subject to their availability. The Clerk, in his/her sole discretion, shall determine the days/time that civil marriages may be performed at City Hall – 325 Farr Drive.
- Scheduling of a civil marriage at City Hall must be made with the Clerk or designate at least four (4) weeks prior to the intended date for the ceremony.
- A Civil Marriage Solemnization Check List, a copy of which is attached hereto as Appendix 01 and forming part of this by-law is a recommended tool for use by a Marriage Officiant;
- A standard civil marriage ceremony shall incorporate all mandatory declarations under Section 24 of the Marriage Act at all civil marriages.
- Personal vows, in addition to the mandatory declarations, will be permitted. The Clerk or designate has the authority to refuse to solemnize the civil marriage of any person who he or she knows or has reasonable grounds to believe lacks capacity to marry.

by reason of being mentally ill or mentally defective or under the influence of intoxicating liquor or drugs.

- The persons being married must supply an interpreter in the event that they do not speak English and require language assistance if the Marriage Officiant deems it necessary. The interpreter cannot be one of the witnesses.
- Witnesses for the purpose of signing the Registry of Marriage, must be 14 years of age or older.
- Flower arrangements or other decorations may be placed at City Hall and must be removed immediately following the ceremony.
- No alcoholic beverages are to be served prior to or during the civil marriage solemnization ceremony.
- Reaffirmation of vows will not be offered as part of this service.
- The services can only be provided within the boundaries of the Province of Ontario.

Entry in Marriage Register

Section 29 of the Marriage Act states that every person authorized to solemnize marriages may apply to the Minister for a marriage register.

The City through the Clerk's office has applied and does have marriage registers for the purpose of registering all marriages performed by Marriage Officiant. The marriage register will be kept in the care of the Clerk's Department and the said register is the property of the Crown.

After the completion of a civil marriage, the Marriage Officiant shall return the marriage register to the Clerk promptly with the completed marriage licence in order for the Clerk to forward the licence to the Registrar General within two (2) days following the marriage as per the requirements of Section 2 (3) of Ontario Regulation 302/05.

Marriage Solemnization Guidelines and Fees

City Hall Services

Civil marriages conducted at City Hall are subject to availability of the facility.

The use of confetti, rice, bubbles, candles, incense, music and similar items are strictly prohibited at City Hall or grounds. Failure to comply will result in the following additional charges:

- Cleaning the inside of the facility: \$200 (if applicable)
- Cleaning the outside of the facility: \$200 (if applicable)

The following fees apply for civil marriage solemnization services and are payable to the City of Temiskaming Shores:

During Normal Working Hours	Fee	HST	Total
City Administrative Fee =	\$ 150.00	\$ 19.50	\$ 169.50
Use of City Hall =	\$ 100.00	\$ 13.00	\$ 113.00
Marriage Officiant Fee =	\$ 250.00	N/A	\$ 250.00
Total Fees =			\$ 532.50

Note: If the ceremony is performed by a Marriage Officiant that is an employee of the City, the Marriage Officiant Fee is retained by the City.

Services outside City Hall

Service outside City Hall is defined as a civil marriage by a Marriage Officiant delegated under this policy within the Province of Ontario.

Civil Marriage	Fee	HST	Total
City Administrative Fee =	\$ 150.00	\$ 19.50	\$ 169.50
Marriage Officiant Fee =	\$ 250.00	N/A	\$ 200.00
Total Fees =			\$ 369.50

Notes:

1. For ceremonies held outside the boundaries of Temiskaming Shores, the Marriage Officiant may claim a mileage expense. Mileage expenses shall be calculated at the current rate as established by the Municipal Expense Policy.
2. It is the responsibility of the participants to make the appropriate arrangements and to pay for the facility to be utilized for the Marriage Ceremony.

Marriage Officiant Discretion

Payment of the City's portion of applicable fees is mandatory and shall not be waived by the Clerk or designates. The Marriage Officiant may, at their sole discretion, waive the portion of the fees (Officiant / mileage) which would otherwise be payable to them.

Invoicing by Marriage Officiant

The Marriage Officiant is responsible for the preparation of invoices on forms provided by the Clerk for each civil marriage ceremony. All invoices shall reflect the applicable fees as described herein.

Payment of invoices shall be received a minimum of one (1) week prior to the date of the proposed ceremony.

Payment of Marriage Officiant

A Marriage Officiant, subsequent to a civil marriage ceremony, are responsible to submit claims on forms provided by the Clerk for expenses related to the performance of the ceremony and/or mileage to the Clerk's Office.

Expense claims shall be verified and processed for payment.

Harmonized Sales Tax

Fees for civil marriage solemnization services and the use of City Hall are subject to the Harmonized Sales Tax (HST).

Training of Marriage Officiant

The Province does not monitor the activities of the Marriage Officiant, other than on a complaint basis. The Clerk will be responsible for training the Marriage Officiant to perform civil marriage solemnization services to ensure that everyone is treated fairly and without discrimination.

The training shall cover the requirements under the Marriage Act R.S.O. 1990, Chapter M.3 and its associated Regulations as amended from time to time.

Appendix 01
Civil Marriage Solemnization Checklist

Consultation with marriage applicants:

Applicant Name: _____ Applicant Name: _____

Occupation: _____ Occupation: _____

Date of ceremony: _____

Time of ceremony: _____

Place of ceremony: _____

Marriage License on hand and completed: Yes

(Marriage to be solemnized within three months following date of issuance of marriage license)

Marriage Register on hand and completed: Yes

Dress of Wedding Party: _____

Is an interpreter required: Yes No

Are rings to be exchanged in the ceremony: Yes No

Is anyone giving the Bride away: Yes No

Witness No. 1: _____ Witness No. 2: _____

Address: _____ Address: _____

Prior to Ceremony:

- Civil marriage Fees have been paid;
- Table to sign Register and licence;
- Chairs for Guests;
- Outline Picture Taking rules;
- Outline Confetti, Rice rules;
- Outline to turn off electronic devices;
- Room standards and conduct.

Subsequent to ceremony:

- Statement of Marriage and Marriage Register to be completed and signed by parties (including witnesses and Marriage Officiant);
- Issue Record of Marriage (Plain envelope on hand);
- Forward Statement of Marriage and any other necessary documents to the Office of the Registrar General.

The Corporation of the City of Temiskaming Shores

By-Law No. 2015-027

**Being a by-law to adopt a Working Alone Policy
for the City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report CS-002-2015 at the January 6, 2015 Regular Meeting of Council and directed staff to prepare the necessary by-law to adopt a Working Alone Policy for consideration at the January 20, 2015 Regular meeting of Council;

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

1. That Council adopts a **Working Alone Policy** for the City of Temiskaming Shores, identified as Schedule "A", attached hereto and forming part of this by-law, and;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 20th day of January, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2015-027
Working Alone Policy

WORKING ALONE POLICY

Section 1: Overview

The City of Temiskaming Shores is committed to protecting its employees, property and general public from harm and loss in the workplace by providing and promoting a safe working environment.

This commitment to health and safety shall form an integral part of this organization from Council, City Manager and Employees.

Legal requirements, City of Temiskaming Shores policies, procedures and guidelines and Collective Agreements are followed in all aspects of Health and Safety.

Section 2: Purpose

This policy is intended to ensure that risk is minimized when employees are working alone or in isolation. Working alone or in isolation in certain circumstances or environments may be unsafe and require special arrangements to minimize potential risks of injury, health impairment, or other adverse conditions.

Section 3: Scope

The Working Alone Policy applies to union and non-union permanent, temporary, part-time, and student employees of the City of Temiskaming Shores.

Section 4: Definitions

- **Full Time Employee:** A full time employee shall be defined to mean an employee who is regularly scheduled to work more than twenty four (24) hours per week.
- **Part Time Employee:** A part time employee shall be defined to mean an employee who is regularly scheduled to work no more than twenty four (24) hours per week.
- **Probationary Employee:** A probationary employee shall be defined to mean an employee in the service of the City during the Probationary Period.
- **Permanent Employee:** A permanent employee shall be defined to mean an employee employed in the service of the City who has successfully completed the Probationary Period.
- **Temporary/Seasonal Employee:** A temporary/seasonal employee shall be defined to mean an employee hired for seasonal employment for a period of no more than seven (7) consecutive months.
- **Summer Student Employee:** A student employee shall be defined to mean a student employed for seasonal employment no earlier than April 15th and ending

no later than September 15th in any calendar year who must be attending an educational institution prior to the summer season and returning on a full time basis for the coming school term.

- **Working Alone:** A worker is considered to be working alone when he or she cannot be seen by another worker; cannot be heard by another worker; or is working in circumstances where assistance is not readily available when needed during the normal course of duties or in case of emergency, illness or injury.

Section 5: Application and Procedures

Before any isolated work occurs, the Supervisor must ensure a safety briefing is conducted with the employee. The safety briefing will set out communication protocols for working in isolated environments. For example, checking in regularly with the Supervisor, and checking in at scheduled times to ensure the health and safety of the employee.

Many jobs have working alone situations. Employees and their supervisors must work together to develop safe work procedures. It is essential that the working conditions or circumstances that present high foreseeable personal safety risks be assessed so the probability of a workplace injury can be minimized.

Working alone situations shall be identified and assessed cooperatively by supervisors and employees, and a member of the Joint Health and Safety Committee if requested. Work alone assignments will be evaluated on a case-by-case basis, considering the following risk factors:

- Tasks and associated hazards involved in the work to be performed;
- Consequences resulting from a "worst case" scenario;
- Likelihood for other persons to be in the area;
- Possibility that a critical injury or incident could prevent the employee from calling for help or leaving the workplace;
- Emergency response time;
- Worker's training and experience;
- Worker's physical limitations or medical conditions;
- Effects of implementing appropriate safeguards;
- Frequency of job supervision;
- Time or shift when the job is to be done; and,
- Whether the worker is accustomed to working alone.

Section 6: Administrative Responsibility

The following suggestions will promote personal safety for work alone situations:

- Schedule potentially hazardous work for times when supervisors and appropriate help will be available as much as operationally possible;
- Provide adequate controls (e.g., buddy system) for hazardous tasks performed at off hours or remote locations;
- Coordinate work as much as practicable so that no one is left alone and employees check in and out together;
- Consider the advantages of alternative communication systems; cell phones, two way radios, etc.; and,
- Promote dialogue about working alone and personal safety issues.

Section 7: Other Applicable Legislation

- The City of Temiskaming Shores Health and Safety Policy and Procedures
- CUPE Local 5014 Collective Agreement
- Occupational Health and Safety Act
- Employment Standards Act
- Ontario Human Rights Act

The Corporation of the City of Temiskaming Shores
By-law No. 2015-028
Being a by-law to enter into an agreement with
Miller Maintenance Northern for Electrical Upgrades
to the New Liskeard Marina

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-004-2015 at the January 20, 2015 Special meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Miller Maintenance Northern for electrical upgrades at the New Liskeard Marina as detailed in PW-RFP-011-2014 for consideration at the January 20, 2015 Regular meeting of Council;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an agreement with Miller Maintenance Northern for electrical upgrades;

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

1. That Council authorizes the entering into an agreement with Miller Maintenance Northern for Electrical upgrades (Option 2) at the New Liskeard Marina at an upset limit of \$110,000.00 plus taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 20th day of January, 2015.

Mayor – Carman Kidd

Clerk - David B. Treen



Schedule "A" to

By-law 2015-028

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Maintenance Northern

for electrical upgrades (Option 2) at the
New Liskeard Marina

This agreement made in duplicate this 20th day of January, 2015.

Between:

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

and

Miller Maintenance Northern
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Electrical Upgrades – New Liskeard Marina
Request for Proposal No. PW-RFP-011-2014**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 – Form of Agreement, forming part of this agreement;
- c) Complete, as certified by the Engineer, all the work by **June 30, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid One-Hundred and Ten Thousand Dollars and Zero Cents (\$110,000.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties, or between them and the Director 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 post or telegram addressed as follows:

The Contractor: **Miller Maintenance Northern**
704024 Rockley Road
New Liskeard, Ontario
P0J 1P0

The Owner: **Corporation of the City of
Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

The Director: **The Director of Public Works
City of Temiskaming Shores**
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

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

Signed and Sealed in)	Miller Maintenance Northern
the presence of)	
)	
Contractor’s Seal)	_____
)	Contractor – Ryan Cote
)	
)	_____
)	Witness
)	Name: _____
)	
)	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. 2015-028

Form of Agreement



Transmittal Letter
For:

City of Temiskaming Shores
PW-RFP-011-2014
Electrical Upgrades at the New Liskeard Marina

Transmittal Letter	Page 1
Work Plan Proposal	Page 2-5
Schedule	Page 5
Price Proposal	Page 5
Appendix A	Page 6

Submitted by:

Miller Maintenance Northern
704024 Rockley Road
New Liskeard, ON P0J 1P0

Principal contact for this proposal:

Ryan Cote
Phone: 705-647-4331 Ext. 224
Fax: 705-647-8182
Ryan.Cote@millergroup.ca

I,  (Ryan Cote) certify that the attached proposal is accurate and truthful to the best of my knowledge.



Work Plan Proposal

1. THE PROPONENT

Miller Maintenance Northern ("Miller") is pleased to submit this proposal to the City of Temiskaming Shores.

The **MILLER** contact is: Mr. Ryan Cote
Miller Maintenance Northern
704024 Rockley Rd, PO Box 248
New Liskeard, ON, P0J 1P0
Telephone: 1-705-647-4331
Fax: 1-705-647-8182

MILLER is a wholly-owned Canadian company providing maintenance and operations services and program management on behalf of, and in partnership with, municipal and provincial governments as well as commercial groups throughout Canada.

2. GENERAL PRINCIPLES

In conformance with the policies and practices of **MILLER** and the expected requirements of the City, the following general principles will be emphasized in the execution of the proposed work:

- Spirit of partnership
- Innovation and cost-effectiveness
- Optimal mobility of goods and people
- Safety of the travelling public and workers
- Expeditious resolution of problems
- Best business practices
- Sound judgment in responding to deficiencies and maintenance needs
- Convenience to the public
- Compliance with all applicable laws, regulations, rules, and manuals.

The **MILLER** work philosophy is to provide complete training and safety procedures, in an atmosphere of honesty that will ensure that all employees remain satisfied with their jobs and their workplace. This "family" atmosphere contributes to employee excellence and effective client relations, and is consistent with the work requirements and the traditional approach to services as provided by the City of Temiskaming Shores.



3. OBJECTIVES

Given **MILLER'S** experience in providing road maintenance services to the province and the municipal sector, **MILLER** can state the following:

- **MILLER** has a large and diversified talent pool from which to draw resources and is fully confident about performing the management, supervision and delivery of all electrical installation activities.
- **MILLER** is experienced in electrical construction and maintenance and will apply the standard of care and due diligence required by statute and common law.
- **MILLER** is a company which possesses considerable experience in electrical services throughout municipality and the province.
- **MILLER** considers it to be vital to provide for partnering with and employment of local staff in order to assist in the establishment of a mature industry that incorporates best business practices and dedication to the provision of service to local communities.
- **MILLER** has been involved in a number of partnership arrangements with the public sector over the years and recognizes that a key determinant of success is the establishment of an appropriate climate of partnership.
- **MILLER** has the intellectual, physical, and financial capacity to readily perform contracts of this size.
- **MILLER** is ISO certified for Quality Management, ISO9001:2008.

4. PROPOSE PROJECT MANAGER AND TEAM

With an ability to support the City's overall implementation goal, and in addition to the daily involvement of a **MILLER General Manager** and **Operations Manager** directly involved with the contracted City work, management and operations support will be provided by the following individuals.

- **MILLER MAINTENANCE** - Ron Campsall, Electrical Supervisor, Master Electrician

In recognition of the importance of this proposal to the City of Temiskaming Shores, the general and **MILLER**, along with the desire to create an effective public/private sector partnership for the supervision and management of the electrical upgrades at the New Liskeard Marina, **MILLER** proposes to place its Electrical Supervisor, Ron Campsall, in direct charge of the implementation of this agreement. A long standing member of the community, Mr. Campsall will be ultimately responsible for all of **MILLER'S** staffing and business matters, and he will be accountable to the City for the performance of the work. Mr. Campsall has over 30 years of experience with electrical projects including installation and



maintenance and will be a valuable partner for the City of Temiskaming Shores. Mr. Campsall will be assisted by licensed Master electrician Sylvain Doucet, and licensed electrician Dan Seppenwoolde.

- **MILLER MAINTENANCE NORTHERN** – Ryan Cote – Operations Manager
- **MILLER PAVING LIMITED.** – Jean-Pierre Breton – General Manager

5. EXPERIENCE

The **MILLER** electrical group has completed a wide range of electrical services; from airport and helipad lighting, to the maintenance of the City of Temiskaming Shores street lighting.

- 2013 - City of Timmins – Hollinger Ball Park Lighting – Installation of a new lighting system
- 2013 - Bruman Construction – Mattawa Hospital Helipad Lighting
- 2013 – City of Temiskaming Shores – Installation of Lights - New Liskeard Shop
- 2014 - Hydro Mega – Dokis Power Generating Station grounding
- 2014 – Ministry of Transportation – Hwy 60 – Installation of Temporary Traffic Lights

6. SCOPE OF WORK

Proposed Scope of Work and Material

MILLER includes the following scope of work with this proposal:

1. Removal of redundant existing electrical equipment in service enclosure and Teck90 feeder cables
2. Installation of new EATON - 400A rated load centre in existing enclosure
3. Installation of new 3C#250MCM and 3C#1/0AWG Teck90 feeders to dock panels(LP0-LP3) along ledger board of main dock.
4. Installation of 3R Rated dock panels at each “finger” mounted on galvanized “unistrut” channel frames
5. **Option ‘1’:**
 - Installation of 14 EATON – Newport Harbor Mate Marine Rated Power Pedestals as shown on drawings. Each pedestal is fed with individual 3C#10AWG Teck90 cables ran back to dock mounted panels strapped to ledger board alongside dock.
 - Installation of 6 – 20A T-Slot GFCI receptacles along shore on existing “pier structures”. Each receptacle is fed with individual 2C#12AWG Teck90 cables ran



back to dock mounted panel LP0.

c. Testing of remaining branch circuit feeders to existing pedestals. Termination of cables in nearest dock panel.

Option '2':

- Installation of 33 EATON – Newport Harbor Mate Marine Rated Power Pedestals as shown on drawings. Each pedestal is fed with individual 3C#10AWG Teck90 cables ran back to dock mounted panels strapped to ledger board alongside dock.

Notes:

- Heavy resin power pedestals are lockable, and have photocell controlled LED lighting with amber lens (clear, blue and red lenses available).
- All materials are CSA approved
- All power pedestals have anti-siphon backflow preventers.
- After review of the current electrical system and contract documents, **Option '2'** may require the current 400amp service to be replaced with a 600 amp (120/240V) to function properly and within Electrical Safety Authority specifications. This is not part of the lump sum price provided however if required it will be an additional \$5,000 to complete.

6. SCHEDULE

Please find attached schedule in Appendix A for Option '1' and '2'.

7. PRICE PROPOSAL

Based on the defined scope of work, **MILLER** submits the attached submission found in Appendix A for all material, labour, and equipment to complete the work as described.

Upon acceptance in principle, an ultimate **MILLER** Work Plan Proposal will detail the mobilization intended, and how the performance and quality control of the work will be achieved. **MILLER** will deliver a complete package with effective operational, supervisory, management and administrative components that will minimize the liability of both **MILLER** and the City.



8. Appendix A

1. PW-RFP-011-2014 – Price Submission Form – Option '1'
2. PW-RFP-011-2014 – Price Submission Form – Option '2'
3. PW-RFP-011-2014 – Conflict of Interest Declaration
4. PW-RFP-011-2014 – Non Collusion Affidavit
5. Current Miller Maintenance WSIB Certificate
6. Miller Maintenance Proof of current Liability Insurance to the amount of \$2,000,000.
7. Eaton Newport Harbor Mate Power Pedestal Specifications
8. Critical Path Schedule – Option '1' and '2'
9. Sylvain Doucet, Master Electrician licence
10. Ron Campsall, Electrician licence
11. Dan Seppenwoolde, Electrician licence
12. Miller Quality Assurance Manual
13. Miller Quality Policy
14. Warranty



City of Temiskaming Shores
PW-RFP-011-2014
Electrical Upgrades at the New Liskeard Marina

PW-RFP-011-2014

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Miller Maintenance Limited

(Registered Company Name/Individuals Name)

Of, 704024 Rockley Road, New Liskeard, ON, P0J 1P0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-4331

Fax Number (705) - 647-3611

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

Lump sum price (incl. HST) (Option 1) \$ 90,000.00

Hourly rate for additional work \$ 65.00 / hr



City of Temiskaming Shores
PW-RFP-011-2014
Electrical Upgrades at the New Liskeard Marina

PW-RFP-011-2014

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Miller Maintenance Limited

(Registered Company Name/Individuals Name)

Of, 704024 Rockley Road, New Liskeard, ON, P0J 1P0

(Registered Address and Postal Code)

Business:

Phone Number (705) - 647-4331

Fax Number (705) - 647-3611

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

Lump sum price (incl. HST) (Option 2) \$ 110,000.00

Hourly rate for additional work \$ 65.00 / hr



City of Temiskaming Shores
PW-RFP-011-2014
Electrical Upgrades at the New Liskeard Marina

Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

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

Dated at New Liskeard this 18th day of December, 2014.

FIRM NAME: Miller Maintenance Limited

BIDDER'S AUTHORIZED OFFICIAL: Ryan Cote

TITLE: Operations Manager

SIGNATURE: 



City of Temiskaming Shores
PW-RFP-011-2014
Electrical Upgrades at the New Liskeard Marina
NON COLLUSION AFFIDAVIT

I/ We Miller Maintenance Limited the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed

Company Name

Miller Maintenance Limited

Title

Operations Manager



eClearance

Clearance Certificate

To renew a clearance, ensure that the appropriate principal(s) is selected, then click Renew Clearance(s). If you are on a principal's list, your clearance will renew automatically.

Clearance Certificate Generation Result

[Back to Renew List](#)

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance Certificate Number	Validity period (dd-mmm-yyyy)	Principal Legal / Trade Name	Principal Address
MILLER MAINTENANCE LIMITED /	PO 80X 4080, MARKHAM, ON, L3R 9R8, CAN	4591-001: HIGHWAY, STREET, AND BRIDGE MAINTENANCE	E2000005HXX7	20-Nov-2014 - 15-Feb-2015	Valid for all Contracts	During Effective Period, ON, CAN

[Back to Renew List](#)

CERTIFICATE OF INSURANCE

DATE: November 21, 2014

TO WHOM IT MAY CONCERN:

This certificate of insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the policies scheduled herein. It is furnished as a matter of information only, confers no rights upon the holder and is issued with the understanding that the rights and liability of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

INSURED: MILLER MAINTENANCE LIMITED
P.O. Box 4080
Markham, ON L3R 9R8

COMMERCIAL GENERAL LIABILITY PACKAGE
(Including Blanket Contractual and Non-Owned Automobile)

INSURER: ZURICH INSURANCE COMPANY
POLICY NO.: 8832477
EXPIRY DATE: December 1, 2015
LIMIT OF LIABILITY: \$2,000,000.00 Inclusive Bodily Injury & Property Damage

AUTOMOBILE LIABILITY

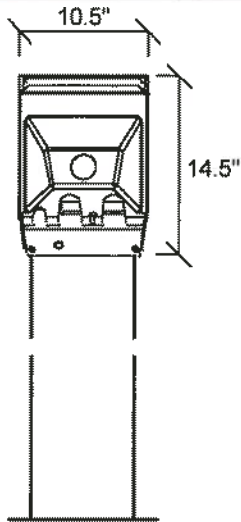
INSURER: ZURICH INSURANCE COMPANY
POLICY NO: 9999468
EXPIRY DATE: December 1, 2015
LIMIT OF LIABILITY: \$2,000,000.00 Third Party Liability

CANADIAN INSURANCE BROKERS INC.

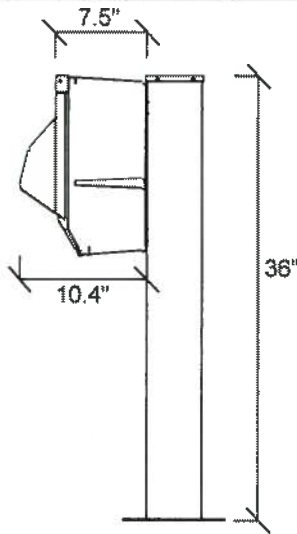


per: _____
Authorized Representative

Newport Harbor Mate



Side View



Front View

Metering
Unmetered
Bussing
Canadian Single Phase 3/8-16 stud Copper bus bar
Lighting
LED Light
Lighting Protection
Fuse Protected
Lens Color
Amber
Communications
Water
2 Valves

Side 1	Side 2	
Receptacles	Receptacles	
(2) 30A, 125V, (1) 20A GFI Duplex	None	
Hardwired Breakers	Hardwired Breakers	
None	None	
Extra Unmetered GFI		
None		

Special Modifications

Back-Flow Preventer

The information on this document is created by Eaton. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY NS52	DATE 16/12/2014	Eaton		
	APPROVED BY	DATE	JOB NAME TN58267 - New Liskeard Marina Upgrades	Marina Pedestal	
	VERSION 1.0.0.2		DESIGNATION	TYPE	DRAWING TYPE Customer Appr.
NEG-ALT Number NS521208X4K1-0000	REVISION	DWG SIZE A	G.O.	ITEM	SHEET 1 of 2

Newport Harbor Mate

Bussing

Communications

Side 1

Side 2

Mounting Base & Dimensions

Water

The information on this document is created by Eaton, it is disclosed in confidence and it is only to be used for the purpose in which it is supplied.	PREPARED BY NS52	DATE 16/12/2014	Eaton		
	APPROVED BY	DATE	JOB NAME TN56267 - New Liskeard Marina Upgrades	DESIGNATION Marine Pedestal	
	VERSION 1.0.0.2		TYPE	DRAWING TYPE Customre Appr.	
NEG-ALT Number NS521208X4K1-0000	REVISION	DWG SIZE A	G. O.	ITEM	SHEET 2 of 2

Product
Marina Power Outlet Panel

Description

Catalog No NDYFUX21S200Q
Designation Marina Pedestal

List of Materials

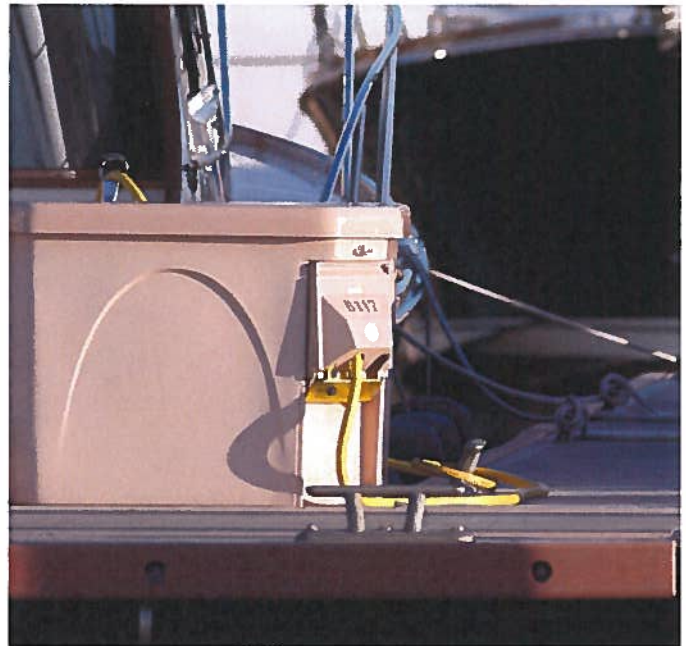
- | | |
|-----|--|
| Qty | |
| 1 | Manna Newport Harbor Mate |
| 1 | 36" White Powder-Coated Stainless Steel Stand |
| 1 | Amber Lens Color |
| 1 | LED Light |
| 1 | Photo Cell-Controlled Light |
| 1 | Fuse Lighting Protection |
| 1 | Unmetered |
| 1 | Canadian Single Phase 3/8-16 stud Copper bus bar |
| 1 | 20A GFI Duplex Receptacle - Side 1 |
| 2 | 30A, 125V Marina Receptacle - Side 1 |
| 2 | Water Connection |
| 2 | Back-Flow Preventer |



Newport Harbor Mate

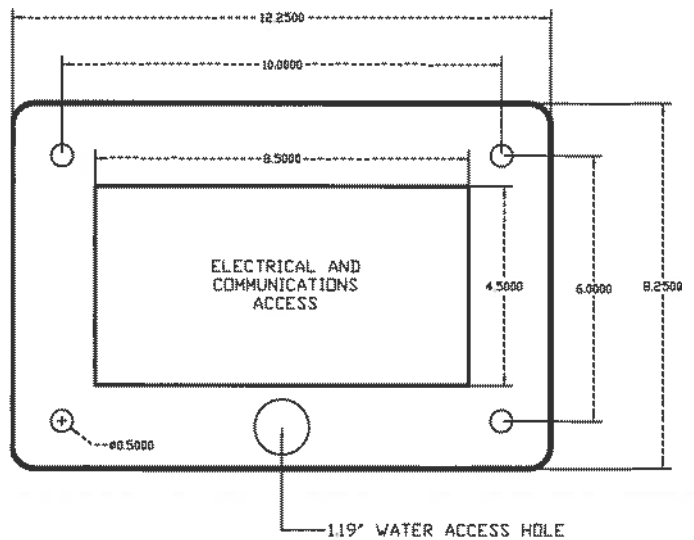
Power Pedestal

The Newport Harbor Mate is our most compact power pedestal with the ability to host a variety of electrical services. Host to a variety of electrical services, contained in a compact yet strong housing, the Newport Harbor Mate is packed with features.



Newport Harbor Mate mounted on dock box

Newport Harbor Mate Base Diagram



Newport Harbor Mate Power Pedestal

- Standard Features
- Available Options
- Dimensions

Standard Features

- Heavy Resin Housing with a Two-Part Polyurethane Coating for a UV Resistant, Long-Lasting Finish
- Photocell-Controlled 9 or 14 Watt Compact Fluorescent Twistbulb Light with Amber Lens
- Designed to Mount on a Dock Box, Piling, or Stainless Steel Stand
- Copper Bus Bar with a Maximum Rating of 140 Amps
- NEMA 3R Rating
- Circuit Breaker Protection for All Receptacles

Available Options

- Available with Single, Dual, or Combination of 30A or 50A Receptacles
- 20A/125V GFI Receptacle*
- Single or Dual Phone, Cable TV, High-Speed Internet Connections
- Digital Electronic Metering
- Free Standing Pedestal
- LED Lighting
- Clear, Blue, and Red Lenses

* 20 Amp GFI receptacles are not to be used for shore power.

Dimensions

NEWPORT HARBOR MATE		
	IN.	MM
Height:	14.5	368.3
Width:	10.5	266.7
Depth:	10.4	264.16
NEWPORT HARBOR MATE ON STAND		
	IN.	MM
Height:	36	914.4
Width:	10.5	266.7
Depth:	15	381

Backlit Faceplate



IO	Task Name	Duration	Start	Finish
1	New Liskeard Marina Electrical Upgrade - Critical Path Schedule Option 1	7 days	Mon 5/4/15	Tue 5/12/15
2	Access granted	0 days	Mon 5/4/15	Mon 5/4/15
3	Removal of old equipment	1 day	Mon 5/4/15	Mon 5/4/15
4	Installation of New Wire	2 days	Tue 5/5/15	Wed 5/6/15
5	Installation of Pedestals	2 days	Thu 5/7/15	Fri 5/8/15
6	Installation of New Distribution Panel	2 days	Mon 5/11/15	Tue 5/12/15
7	Project Completed	0 days	Tue 5/12/15	Tue 5/12/15
8	New Liskeard Marina Electrical Upgrade - Critical Path Schedule Option 2	10 days	Mon 5/4/15	Mon 5/18/15
9	Access granted	0 days	Mon 5/4/15	Mon 5/4/15
10	Removal of old equipment	1 day	Mon 5/4/15	Mon 5/4/15
11	Installation of New Wire	4 days	Tue 5/5/15	Fri 5/8/15
12	Installation of Pedestals	3 days	Mon 5/11/15	Wed 5/13/15
13	Installation of New Distribution Panel	2 days	Thu 5/14/15	Fri 5/15/15
14	Project Completed	0 days	Mon 5/18/15	Mon 5/18/15

May 3, '15

May 10, '15

May 17, '15

T F S S M T W T F S S M T W T F S S M T W

Project: Project1

Date: Thu 12/18/14

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

ONTARIO




Photo ID only

Electrical Contractor
Registration Agency
of the
Electrical
Safety
Authority

Licence Number
6009782
309A 400103644

SYLVAIN E DOUCET

Effective Date 2010-05-25 Expiry Date 2015-05-24

MASTER ELECTRICIAN PHOTO ID

ONTARIO



Electrical Contractor
Registration Agency
of the
Electrical
Safety
Authority

Licence Number
6009782
309A 400103644

Effective Date 2010/05/25
Expiry Date 2015/05/24

SYLVAIN E DOUCET
580 RORKE AV
HAILEYBURY ON POJ 1K0

MASTER ELECTRICIAN LICENCE
This LICENCE is only valid if accompanied by photo ID card.

Ministry of Training,
Colleges and Universities
Ministère de la Formation
et des Collèges et Universités

ONTARIO

CERTIFICATE OF QUALIFICATION
CERTIFICAT DE QUALIFICATION

Name / Nom **Sylvain Doucet**

Trade Certificate/
Certificat : **Electrician: Construction and
Maintenance**

Issue Date **09/03/2007**


Date d'effet : **F04102348**

INTER. PROV. NO.
N° INTERPROV.

1841218	309A-400103644	09/03/2016
CERTIFICATE NO. / N° DE CERTIFICAT	EXPIRY DATE / DATE D'EXPIRATION	

ONTARIO COLLEGE OF TRADES
ORDRE DES METIERS DE L'ONTARIO

Membership No. 13244787



Name: Sylvain Doucet
Holds Membership in the following trades:
309A-Electrician - Construction and Maintenance (JF)
Issued: 3/8/2007 Cert No. 400103644 Red Seal No. F04102348

Journeypersons Class (JF)

Sylvain Doucet
 PO Box 289 PO
 HAILEYBURY ON P0J 1K0

ISSUE DATE DATE D'ÉMISSION	09/03/2007	INTER. PROV. NO N° INTERPROV	F04102348
IDENTIFICATION NO.	1841218	ISSUE CERTIFICATE NO. N° DE CERTIFICAT	309A-400103644
		EXPIRY DATE DATE D'ÉPIRATION	09/03/2016

THE CARD HOLDER HAS MET THE REQUIREMENTS OF THE ELECTRICAL CONTRACTOR REGISTRATION AGENCY OF THE ELECTRICAL SAFETY AUTHORITY UNDER ONTARIO REGULATION 570/06.
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 VALID IN ONTARIO ONLY.

1-877-esa-safe

L. Impera

Lucy Impera, Registrar, Licensing and Certification

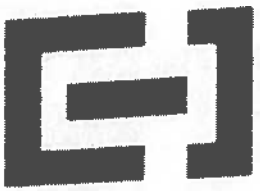
"This card is a certificate of qualification or statement of membership for the purposes described under the Ontario College of Trades and Apprenticeship Act, 2009 ("the Act"). It shall be carried at all times and produced to an authorized inspector/investigator upon request. This certificate of qualification or statement of membership may be cancelled, suspended, revoked or made subject to terms, conditions and limitations in accordance with the Act. Current information concerning the status of this certificate or statement of membership may be obtained by reviewing the College's public register."



Authorized Signature - Not valid unless signed

Master Electrician Prohibitions

- (1) A Master Electrician shall not accept a designation from an electrical contractor unless the master electrician is actively employed by the designating electrical contractor.
- (2) A Master Electrician designated by an electrical contractor shall not accept a designation from another electrical contractor if accepting the second designation will result in the Master Electrician acting in this capacity on behalf of more than one electrical contractor at the same time.
- (3) A Master Electrician shall not carry out electrical work unless he or she holds a valid certificate of qualification authorizing the carrying out of the electrical work.



ONTARIO COLLEGE OF TRADES
ORDRE DES MÉTIERS DE L'ONTARIO

Membership No. 13101491

Name: Ron W. Campsall

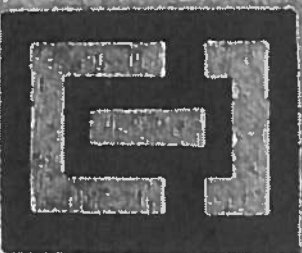
Holds Membership in the following trades:

309A-Electrician - Construction and Maintenance (JP)*

Issued: 03/16/1977 Cert No. 308411

**Previously held a 309D Electrician Construction and Maintenance
(Electronic Control Endorsement) issued by the Ministry of Training,
Colleges and Universities.**

***Journeypersons Class (JP)**



**OC
TA
17**



ONTARIO COLLEGE OF TRADES
ORDRE DES MÉTIERS DE L'ONTARIO

Membership No. 13317412

Name: Daniel Jesse Sepperwoolde

Holds Membership in the following trades:

300A-Electrician - Construction and Maintenance (JP)*

Issued: 4/3/2014 Cert No. 400227058 Red Seal No. F04173955



*Journeypersons Class (JP)

7548



Miller Paving Limited MTO Quality Manual

Miller Quality Manual Ver 0.2.Doc

Miller Paving Limited
505 Miller Ave
Markham, ON L6G 1B2
Phone: (905) 475-6660
Fax: (905) 475-3852

Digital access to the original document is controlled by the Quality Management Representative. All copies and printouts are considered uncontrolled unless assigned by the QMR.

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CONTENTS

1.0	INTRODUCTION:	3
2.0	QUALITY POLICY	3
3.0	SCOPE	3
4.0	COMPLIANCE	3
5.0	ORGANIZATIONAL STRUCTURE	4
6.0	ANNUAL QMS MANAGEMENT REVIEW	5
7.0	ANNUAL PRODUCT QUALITY IMPROVEMENT PROGRAM AND REVIEW	5
8.0	OTHER REQUIREMENTS	6
9.0	REFERENCES:	6
10.0	RECORDS:	6
11.0	ANNEXES:	6
12.0	REVISION HISTORY	7



1.0 INTRODUCTION:

1.1 This manual describes the Quality Management System (QMS) implemented by Miller Paving Limited (Miller) to assure the quality of work by Miller and its subsidiaries for the Ministry of Transport of Ontario (MTO). The QMS is in accordance with MTO document "PH-CC-863-March 2005 Modified Nov 2005", titled "Annual Declaration for a Company with Subsidiaries: MTO Minimum Quality Management System" (Declaration).

2.0 QUALITY POLICY

- 2.1 Miller maintains its Quality Policy, Annex 01, as a separate, signed document in accordance with the Declaration.
- 2.2 Miller annually submits the Declaration by fiscal year end, February 28, signed by the Senior Vice President, Construction & Pavement Product Group, committing the company to apply this QMS to all MTO contracts.

3.0 SCOPE

- 3.1 The QMS described in this manual applies to all work by Miller and its subsidiaries under contract to MTO.
- 3.2 While performing work to contracts, designs, standards, and specifications prescribed by MTO, Miller is responsible for the quality of materials and construction supplied by its own personnel and by its suppliers and subcontractors.
- 3.3 Miller's supplier and subcontractor agreements require conformance to the relevant requirements of the MTO contract and the maintenance of appropriate quality records necessary to demonstrate the quality of materials and construction.

4.0 COMPLIANCE

- 4.1 Miller commits to comply with this QMS and to continually improve its effectiveness in the performance of MTO contracts.
- 4.2 Miller systematically monitors, maintains and improves its QMS to ensure conformance to the Declaration.

Original signed by:

Kent Dunham, Director
Construction Group, Miller Paving Limited.

Date



5.0 ORGANIZATIONAL STRUCTURE

- 5.1 Organization charts for Miller and its subsidiaries appear in Annex A02 showing each organization's management, departments, positions within the departments and the relationship of Internal Auditors, Quality Verification Engineers, and subcontractors' supervisory and QC positions to these organizations. These charts show the relationship of positions with responsibility for quality system and those that manage and perform the work.
- 5.2 The responsibilities of the positions in these organizations are described in Position Descriptions maintained by Miller and by each Business Unit Manager.
- 5.3 The organization charts and position descriptions are verified in the annual QMS Audit.
- 5.4 Each Business Unit Manager is responsible to ensure that all production meets the Miller Corporate Quality Objectives defined in the Quality Policy and is in compliance with the quality, schedule and cost controls for the project. If conflicts between production and quality objectives cannot be resolved in full conformance with the contract and Quality Plan, the BU Manager must refer them to the Senior Vice President responsible for his area.
- 5.5 Quality Management Representative (QMR): Kent Dunham, Manager, Quality and Contract Control, has the authority to require compliance with the Quality Policy and Manual for MTO work and for ensuring that the QMS is audited in accordance with the Quality Policy. He is responsible for:
- maintaining the QMS and for overseeing its implementation in Miller and its subsidiaries,
 - reporting to the Senior Vice President on the performance of the QMS and quality levels achieved; and
 - promoting awareness of MTO's quality requirements within Miller through training and other means.
- 5.6 Each subsidiary identifies personnel with the authority and responsibility to verify that suppliers' and subcontractors' work meets MTO's quality requirements and to report nonconforming work to the BU Manager. These personnel are identified in the corresponding organization charts and their authority and responsibility are described in their position descriptions.
- 5.7 The QMR, is responsible for ensuring that annual internal QMS audits of Miller and its subsidiaries are completed and reported to Management Review. Refer to Organization charts and Audit procedure for the assignment of internal auditors and the conduct and scope of internal quality audits.
- 5.8 Within each Business Unit, the QC Plan Coordinator is designated as the QMR with similar responsibilities and authorities within their organization, accountable to the Miller QMR. These positions are shown on the corresponding organization charts.



6.0 ANNUAL QMS MANAGEMENT REVIEW

- 6.1 The top management of each BU must complete a review of their own operation by January 31 annually following the Miller Management Review Procedure and Agenda (or an equivalent protocol approved by the QMR) and report the conclusions to the QMR for inclusion in the Miller review.
- 6.2 Miller top management conducts an annual review of the QMS following the Miller Management Review Procedure and Agenda in accordance with the Declaration.

7.0 ANNUAL PRODUCT QUALITY IMPROVEMENT PROGRAM AND REVIEW

- 7.1 The annual Quality Management Review includes a review of product quality indicators and improvement initiatives. Input is provided from the Business Unit quality reviews based on quality assessments at the conclusion of each project.
- 7.2 Broad quality objectives and performance measures are identified in the Quality Policy. The BU Manager is responsible for identifying specific requirements and objectives in each contract and for reviewing contract quality records and documenting feedback on the quality levels achieved for Management Review.
- 7.3 Miller BU Managers document in summary form the quality levels achieved on MTO projects and target areas for improvement, based on the areas identified in the Quality Policy. Information from MTO QA referee labs and Business Unit QC data are included in this assessment. The objective is to earn full bonus on all work.
- 7.4 The QMR is responsible for documenting action plans to address areas targeted for improvement in the annual Management Review and for assigning responsibility for implementing and monitoring these plans.
- 7.5 The Project QC Administrators are responsible submitting monthly job reports to the BU Manager management with recommendations to improve the quality of construction. Approval and recording of these initiatives is the responsibility of the BU Manager who reports actions for Management Review. Refer to the Miller Improvement Program procedure.
- 7.6 Project Coordinators endeavor to identify possible quality improvements during contract review and propose them for MTO approval. Refer to the Miller Improvement Program procedure.
- 7.7 Project Coordinators are responsible for monitoring changes in MTO performance measures and quality requirements and updating affected Quality Plans and other documents as required by contracts, but not less than once a year.
- 7.8 The participants, contributors, schedule and recording requirements for the Product Quality improvement Review are the same as for the Quality Management System Review which includes these matters in its agenda.



8.0 OTHER REQUIREMENTS

- 8.1 The Senior VP, Construction & Pavement Product Group, will notify the Ministry's Manager, Construction Office within 24 hours of any decision not to comply with the Declaration.
- 8.2 The Senior VP is responsible for renewing the Declaration annually. The Declaration remains in effect until it is withdrawn or until it expires at Miller's fiscal year end.
- 8.3 The QMR will submit Miller's internal QMS audit reports to the Ministry's Manager, Construction Office, at no cost to the Ministry within 14 calendar days of written notice.
- 8.4 If required by the Ministry, and
 - 1. an infraction has been issued against Miller for quality problem, or
 - 2. Miller receives a poor performance rating for quality on a contract, or
 - 3. a Manager of Contracts Office in a Ministry region submits a complaint against Miller for a serious quality problem to the Ministry's Manager, Construction Office, or
 - 4. Miller's internal audit report is seriously deficient,
the QMR will engage an independent accredited¹ QMS auditor to audit Miller's QMS to the requirements of the Declaration and will submit the resulting report to the Ministry's Manager, Construction Office at no cost to the Ministry.

9.0 REFERENCES:

- 9.1 Annual Declaration for a Company with Subsidiaries: MTO Minimum Quality Management System, MTO document PH-CC-863-March 2005 Modified Nov 2005
- 9.2 Change in Qualification Criteria for Contractors, MTO Notification to Contractors, March 1, 2005
- 9.3 Quality Control Compliance Incentive, MTO Special Provision No. 199S53, February 2006

10.0 RECORDS:

10.1 The following records are created or modified by performing this procedure.

Record Name/Number	Retention Time*	Retained By:
Records of management reviews	5 years or duration of contract	QMR

11.0 ANNEXES:

11.1 Annex A01 Quality Policy

¹ Accredited by a Quality System Registrar or equivalent authority to perform audits to the requirements of the MTO declaration in accordance with ISO 19011:2002.



11.2 Annex A02 Organization Charts

12.0 REVISION HISTORY

Sections changed	Description of change	Date effective
All	Ver 0.1 Issued for initial use	2005/12/19
Various 11.0	Ver 0.2 Correct names and titles Reorganize with annexes..	



1.0 POLICY STATEMENT

- 1.1 It is the policy of Miller Paving Limited and its subsidiaries (collectively, Miller) to perform all work for the Ministry of Transportation of Ontario (MTO) in accordance with the Quality Management System (QMS) described below. Miller commits the company and its subsidiaries, suppliers and subcontractors to abide by the requirements of the QMS while performing work on MTO contracts. This policy is signed by the Senior Vice President, Construction & Pavement Product Group, Miller Paving Limited, who is responsible for MTO work.
- 1.2 Miller submits a signed copy of the “Annual Declaration for a Company with Subsidiaries: MTO Minimum Quality Management System” (Declaration) to MTO before its fiscal year end, February 28, as evidence to its commitment to this Quality Management System.

2.0 QMS OBJECTIVES

- 2.1 Miller staff pursue the following objectives in all MTO contracts. Management assesses achievement of these objectives during Quality System Management Review and redirects activities or revises the objectives as appropriate.
- 2.2 In the following table, each objective is associated with a Measure, a quantity that can be counted or measured as an indicator of success in achieving the objective, and a Target, the value that would indicate complete fulfillment of the objective. Targets may be unattainable on occasion but they remain a driver for QMS improvement.
- 2.3 Responsibility for each objective is assigned to a Miller management position but may be reassigned or delegated either permanently or for a particular MTO contract.
- 2.4 Miller management establishes objectives with staff as appropriate a) to support these permanent objectives, b) to effect corrective or preventive actions and c) to implement system changes, improvements and other business goals.

Objective	Measure (Target)	Responsible
Conformance to MTO contracts	Quality System Nonconformances (zero); Holdbacks and penalties (zero); Material; Work and Final Inspection Yields (100%)	Business Unit Vice Presidents
Conformance to MTO standards and specifications	Materials and work meet specifications (100%)	Business Unit manager for project
Error free, on-time work completion	MTO rejections and complaints (zero); Schedule compliance (on time); MTO Contractor Ratings (most favourable)	Business Unit manager for project



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

Objective	Measure (Target)	Responsible
Employee Competence	Skill; knowledge; ability (demonstration of satisfactory work performance)	Business Unit manager for project
Supplier/subcontractor Conformance	Provision of conforming product/service (100%)	Business Unit manager for project

3.0 STATEMENT OF COMMITMENT:

3.1 Miller will implement the QMS described in the attached Quality Manual and will comply with all documented requirements when performing work for MTO. Miller management will improve the performance of the QMS by assigning and reviewing objectives and responsibilities for corrective and preventive action in Quality System Management Reviews and at other appropriate times.

4.0 BROAD PRODUCT QUALITY OBJECTIVES

- 4.1 The Quality Manual identifies the organization and QC requirements to control quality of all product supplied to MTO contracts. Project specific requirements may supersede the general requirements where required by contract.
- 4.2 In all cases the overriding objective is to comply fully with the specifications and requirements of each contract. By default, the measure of this objective is the number of nonconforming results identified against each requirement with a target value of zero nonconformances.
- 4.3 Where applicable, the measure of objective attainment is the earned bonus on the work. The target is to earn the maximum bonus on all MTO work.

Work or material reference	Product Quality Requirement categories	Objective
Granular Base and Sub-Base Materials and Construction	QC Laboratory requirement	CCIL certified Type C laboratory in use
	Aggregate production	Processed and stockpiled to minimize segregation and preserve conformity.
	Construction	Placed and compacted in accordance with applicable specifications.
Bituminous Materials and Construction	Laboratory requirements for QC testing	CCIL type B and type E laboratories in use



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

Work or material reference	Product Quality Requirement categories	Objective
	Bituminous production, materials and mix designs	Quality of AC, Aggregate and Recycled materials tested per SP199S53 and Miller Quality Checklists .
	Sampling	Hot mix sampled each subplot. AC and Aggregates sampled per contract.
	Construction	Substrate preparation per SP199S53 and Miller Quality Checklists . Tack coat delivery verified by volume. Delivery, placement, joint construction, compaction, smoothness per and contract specifications, SP199S53 and Miller Quality Checklists.
	Inspection	Inspection frequencies per SP199S53 and Miller Quality Checklists
Concrete Materials and Construction	Laboratory Requirements for QC testing	Laboratory on MTO approved list and successful in correlation programs
	Concrete production, materials and mix design	Supplier RMCAO certified plus other certifications required by contract.
	Field testing and acceptance of concrete	Temperature, slump and air per OPSS 904. Test cylinders per CSA A32.2-3C
	Construction	Placement, Air void testing, curing and special weather provisions per SP199S53 and Miller Quality Checklists.
	Inspection	Inspection schedule per SP199S53 and Miller Quality Checklists.
Electrical Materials and Construction	Subcontractors are required to have approved Core Quality Plans for electrical work.	Per approved subcontractor QC Plans. Work in accordance with Canadian Electrical and other applicable codes.



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

Work or material reference	Product Quality Requirement categories	Objective
Grading	QC of grading	Superintendent ensures all work per contract, SP199S53 and Miller Quality Checklists.
	Inspection of compaction, excess material disposal and grading.	Inspections scheduled per SP199S53 and Miller Quality Checklists requirements.
Structures and Foundations	QC of Structural and Foundation Items	Compliance with requirements in SP199S53 and Miller Quality Checklists.
	Materials	All work per approved drawings with mill certificates supplied where indicated in SP199S53 and Miller Quality Checklists.
	Testing	Per contract requirements and job specific QC Plan.
	Inspection	Scheduled per SP199S53 and Miller Quality Checklists.
Project specific work (other than covered above)	Above categories as identified in contract documents	All work per contract requirements and project specific checklists.

5.0 PRODUCT QUALITY OBJECTIVE ESTABLISHMENT AND REVIEW

- 5.1 The Project Quality Control Administrator is responsible for identifying project specific quality objectives and requirements and implementing the quality controls to ensure that product quality requirements are met. For each of the product or work areas in the preceding table, the QC requirements stated in SP199S53 apply.
- 5.2 Project specific requirements and objectives are incorporated into the project checklists.
- 5.3 At the conclusion of each contract, the Project Manager ensures that the Project Quality Control Administrator reports on the attainment of the objectives to the Miller Quality Management Representative for inclusion in Management Review.

6.0 INTERNAL AUDIT

- 6.1 The Miller QA Manager coordinates internal audits of the QMS including all Miller Subsidiaries named in Appendix 1.



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

- 6.2 The Miller QA Manager is the lead auditor responsible for planning audits to address each area of Miller's operations according to its status and importance in MTO work. He is responsible for selecting, training and assigning competent auditors who are independent of the audited function.
- 6.3 The Lead auditor reports to the Senior VP, Construction & Pavement Products Division, for the purposes of internal auditing regardless of organizational position or other job duties.
- 6.4 Refer to Miller Audit procedure for methods and forms to be used in auditing.

7.0 SUBCONTRACTOR AND SUPPLIER QUALITY

- 7.1 Miller is responsible for the quality of subcontractors' work and suppliers' products on all MTO contracts.
- 7.2 The Business Unit Manager ensures that subcontractors and suppliers are selected and managed according the Miller Supplier & Subcontractor Control procedure.
- 7.3 The Project Quality Control Administrator Quality identifies the positions and qualifications of QC personnel and of laboratory services as required by SP199S53 and the contract documents and ensures that the necessary Declarations of Qualification are completed and submitted to the Contract Administrator. Miller's subcontractors and suppliers are required to provide any necessary supporting information for these submissions.
- 7.4 Adherence to these requirements and the quality of work and products delivered are included in Miller QMS Audits and reported for Management review.

8.0 COMMUNICATION OF THIS POLICY

- 8.1 Miller managers ensure that all employees engaged in MTO work by Miller and its Subsidiaries are aware of this policy and understand its application to their work. The formal lines of communication and reporting structure are described in the Organizations charts Annexed to the Quality Manual.
- 8.2 Miller uses the following communication methods to ensure communication and understanding of its Quality Policy.

Communication method	Schedule
Publication of Miller Newsletter	yearly
Employee meetings	Annual Business Unit meetings and AWR ¹ .
Training	Tailgate and job site training by supervisors.
Employee job site certification	Combined with required safety & environmental training for site access.
Policy Manual	Distributed to all Business Units.

¹ As and When Required



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

Communication method	Schedule
Bulletin board	AWR
Paycheck mailings	AWR
Employee committees	AWR include as agenda item.

9.0 SUBSIDIARIES COVERED BY THIS POLICY

9.1 Subsidiaries of Miller bound by this policy statement are listed in Appendix 1. A copy of the appendix is attached to the "Annual Declaration for a Company with Subsidiaries: MTO Minimum Quality Management System".

This policy is approved and proclaimed to govern all work for MTO by Miller.

Stephen Damp, Senior VP, Construction & Pavement Products Division,
Miller Paving Limited or ...

Dated

10.0 RECORDS:

10.1 The following records are created or modified by performing this procedure.

Record Name/Number	Retention Time ²	Retained By:
Copy of signed Declaration	5 years	Sr. VP Miller Paving
Documented quality objectives for QMS and Product	5 years or duration of project	Sr. VP Miller Paving
Management review records	5 years	QA Manager
Internal QMS audit reports	5 years or duration of project	QA Manager
Subcontractor and supplier records	5 years or duration of project	Business Unit Manager
Policy training and communications	5 years or duration of employment	Business Unit Manager

² Minimum retention time. Records may be retained or archived indefinitely at management discretion.



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MILLER A01 QUALITY POLICY VER 0 2 DRAFT

11.0 REVISION HISTORY

Sections changed	Description of change	Date effective
All	First issue for use as Version 0.1	2005/12/16
Various	Change "Core Plan" references. Make consistent references to "Quality Control Administrator". Correct referenced procedure titles.	2006/05/01



The Miller Group of Companies

Quality System Document - MTO Contracts

MILLER A01 QUALITY POLICY VER 0 2 DRAFT

APPENDIX 1

The following subsidiaries of Miller are bound by this policy when performing work for MTO.

- Brennan Paving and Construction
- E.C. King Contracting
- Huron Construction Ltd.
- Integrated Maintenance & Operations Services Inc. (IMOS)
- Mill-Am Corporation
- Miller Maintenance Limited
- Miller Northwest Ltd.
- Miller Paving Limited
- Miller Paving Northern
- Norway Asphalt Limited
- Smith's Construction Company
- MSO



MILLER MAINTENANCE NORTHERN

883316 Hwy 65, Box 248, New Liskeard, ON, P0J 1P0
Phone: (705) 647-4331 Fax: (705) 647-3611

Warranty

PW-RFP-011-2014 - Electrical Upgrades at the New Liskeard Marina

Upon acceptance in principle, MILLER will warranty all work and materials for a period of one year after the completion of the work. This will include all material, equipment, and labour required to complete warrantable repairs.

As-builts will also be supplied to the City for any future maintenance or additions.

Ryan Cote
Operations Manager
Miller Maintenance Northern

The Corporation of the City of Temiskaming Shores

By-law No. 2015-029

**Being a by-law to authorize the Sale of Land to
Pronor Developments Limited being a Portion of
Pcl 13134 bounded by Plan 54R-2664 to the North;
Part 4 plan TER-892 to the South; Shepherdson Road
to the East and Highway 11 to the West**

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

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

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

and whereas By-law No. 2004-031 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

and whereas Council considered Administrative Report CGP-001-2015 at the Regular meeting of Council on January 20, 2015 and directed to staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Pronor Developments Limited for consideration by Council at the January 20, 2015 Regular meeting of Council;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2004-031 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Pronor Developments Limited as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land described as a portion of Parcel 13134 bounded by Plan 54R-2664 to the north; Part 4, plan TER-892 to the south, Shepherdson Road to the east and Highway 11 to the west to Pronor Developments Limited in the amount of \$150,000.00 plus H.S.T. and other such considerations outlined in the said agreement;

4. That the Mayor and Clerk be hereby authorized and directed to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and any and all other documentation necessary to complete the sale of land transaction.
5. 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 20th day of January, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Agreement of Purchase and Sale Commercial

Form 500 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 19th day of December 2014

BUYER, Pronor Developments Limited, agrees to purchase from
(Full legal names of all Buyers)

SELLER, City of Temiskaming Shores, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address: 177150 Sheperdson Road

fronting on the West side of Sheperdson Road

in the City of Temiskaming Shores

and having a frontage of 160 meters more or less by a depth of 150 meters more or less

and legally described as Portion of Parcel 13134 bounded by Plan 54R-2664 to the north; Part 4 plan TER-892 to the

South; Sheperdson Road to the East and Highway 11 to the West. (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 150,000.00

One Hundred Fifty Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Ten Thousand Dollars (CDN\$) 10,000.00

by negotiable cheque payable to City of Temiskaming Shores "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A and B attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until a.m./p.m. on the 30 day of January 2015, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 30 day of June 2015. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.: 705-494-7410
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: Email Address: christian@mgnb.ca
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

N/A

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

N/A

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

N/A

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15 day of June 2015 (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (M1 Industrial Zone) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
 (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Witness: Pronor Developments Limited
[Buyer/Authorized Signing Officer] DATE 12/19/2014
CHRISTIAN FORTIN (Seal)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Witness: City of Temiskaming Shores
[Seller/Authorized Signing Officer] DATE
[Seller/Authorized Signing Officer] DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

Witness: [Spouse] DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at a.m./p.m. this day of 20.....

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... Tel.No.
Salesperson / Broker Name
Co-op/Buyer Brokerage..... Tel.No.
Salesperson / Broker Name

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.
[Seller] DATE
[Buyer] DATE
Address for Service..... Tel.No.
Address..... Tel.No.
Email..... Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: Mallette-Goring (N.B.) Inc., Brokerage
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale, Acknowledged by:
[Authorized to bind the Listing Brokerage] [Authorized to bind the Co-operating Brokerage]

Schedule A

Agreement of Purchase and Sale – Commercial

Form 500 for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Pronor Developments Limited, and

SELLER, City of Temiskaming Shores

for the purchase and sale of 177150 Sheperdson Road Temiskaming Shores

..... dated the 19th day of December, 2014

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Seller acknowledges that the Buyer is acquiring the property for development, and the purchase price is calculated on the basis of acreage (\$ 30,000.00) per acre. In the event of a discrepancy in area, the purchase price will be adjusted accordingly at time of completion. The City agrees to provide a maximum of one sanitary sewer service connection and one water service connection at no cost to the Purchaser and the City will choose the location of the service connections. If for any reason the Purchaser does not construct a building for the Great Family Health Team on the said property, the Purchaser shall reimburse the City for the cost of the construction of the sanitary sewer and water connection. Said cost shall not exceed Twenty Thousand dollars.

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that all applicable laws required to obtain a building permit have been satisfied by June 1st, 2015. The purchaser agrees that prior to requesting any building permit, the Purchaser shall have entered into a Site Plan Agreement with the City to be registered on title to the lands at the Purchaser's expense dealing with matters subject to site plan control in accordance with the provision of Section 41 of the Planning Act of Ontario. Unless the Buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on June 01, 2015, that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that the provision of service by hydro and telephone to the said property shall not exceed a cost of approximately (\$ 10,000.00). Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on June 01, 2015, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, the cost of constructing roads, installing necessary services, and generally ascertaining if the terrain will permit development at a reasonable price. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on June 01, 2015, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



Schedule A Agreement of Purchase and Sale – Commercial

Form 500 for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Pronor Developments Limited, and

SELLER, City of Temiskaming Shores

for the purchase and sale of 177150 Sheperdson Road Temiskaming Shores

..... dated the 19th day of December, 2014

the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the Buyer determining, at the Buyer's own expense that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigation, charges or prosecutions respecting Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licences are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters in possession of the Seller. The Seller further authorizes the Ministry of the Environment to release to the Buyer, the Buyer's Representative or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on June 01, 2015, that the preceding condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to above and the Tenant's deposit shall be returned in full without deduction.

The Seller agrees to provide, at the Seller's own expense, not later than 4:00 p.m. on April 01, 2015, a new survey of said property showing the current location of all structures, buildings, fences, improvements, easements, rights-of-way, and encroachments affecting said property. the Seller as aforesaid within the time period stated herein.

This offer is conditional upon the Buyer executing a lease agreement with the Great Northern Family Health Team and the Ministry of Health whereas the Buyer will construction of an office building of approximately 10,000 square feet for the Tenants. The Buyer shall have until not later than 4:00 p.m. on May 01, 2015, to verify that the financial covenant of the Tenant is satisfactory to the Buyer. If the Tenant's covenant is not acceptable to the Buyer, the Buyer may terminate this Agreement by notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement to Purchase or any Schedule thereto within the time period stated. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to above and the Tenant's deposit shall be returned in full without deduction.

This Offer is conditional upon the Buyer obtaining at the Buyer's expense, a rezoning, to allow for a commercial and office use for said property. Both Buyer and Seller agree to proceed in a diligent manner to acquire the re-zoning. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 4:00 p.m. on June 1st 2015, that this condition is fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



Schedule A Agreement of Purchase and Sale – Commercial

Form 500 for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Pronor Developments Limited, and

SELLER, City of Temiskaming Shores

for the purchase and sale of 177150 Sheperdson Road Temiskaming Shores

..... dated the 19th day of December, 20 14

Seller upon acceptance of this offer hereby give authorization to the Buyer to access the site for the purpose of doing soil investigation to determined the suitability of sub soil for the construction of office and commercial buildings. Purchaser agrees to consult with the City prior to entering onto the land to perform soil testing, in order that the City can ensure that there will be a minimal amount of land clearing.

The purchaser agrees to develop the lands and to construct thereon a building with an MPAC assessment value of One Hundred Thousand dollars (\$100,000.00) within three years from the closing date of the land purchase. If the Purchaser did not developed the land and building within the three year period the City of Temiskaming Shores shall have the option to purchase back the subject lands at the same price that the Purchaser paid on closing of this transaction.

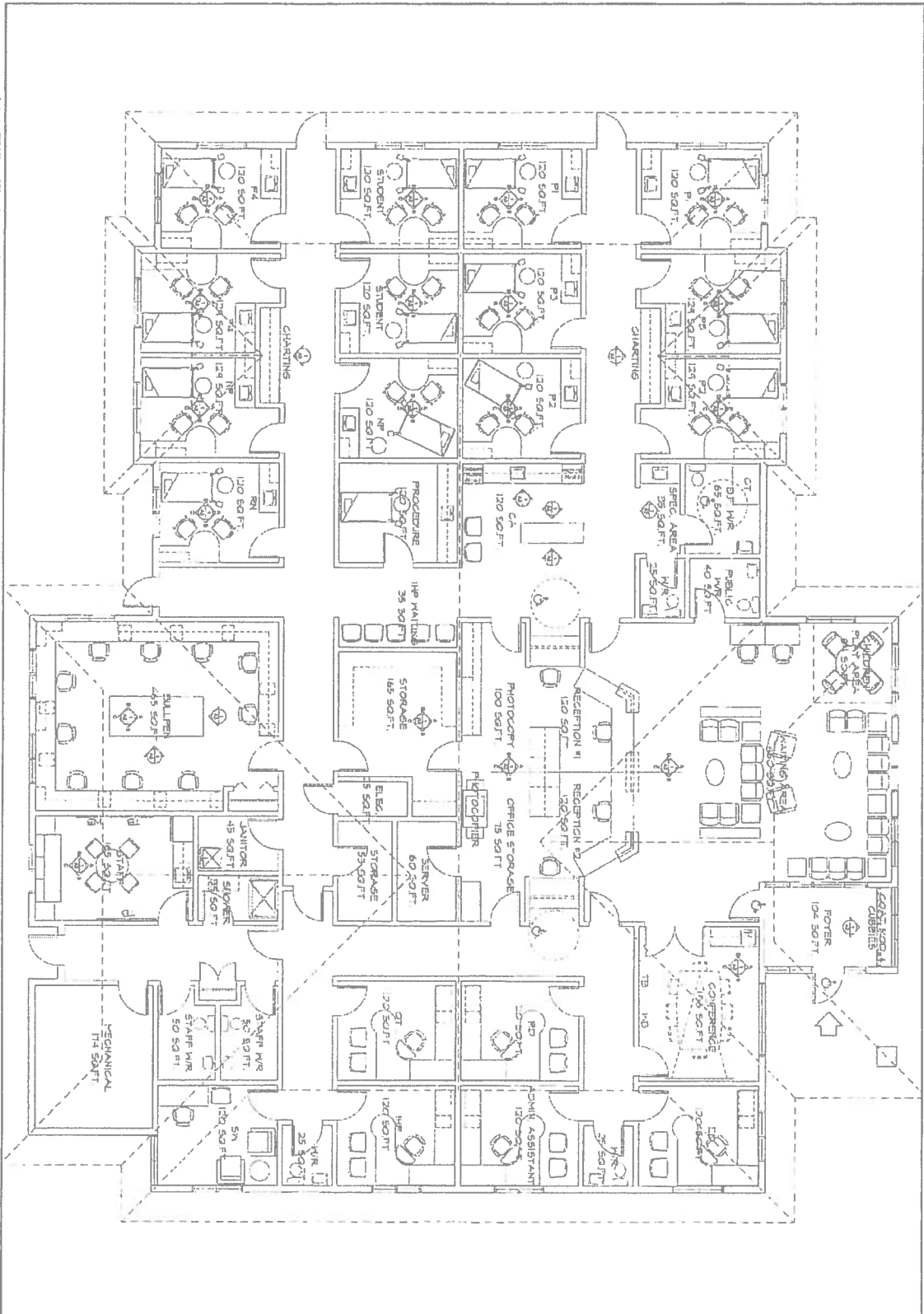
This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



"B"



<p>A1</p>	<p>PROJECT: PORTAGIAN FAMILY HEALTH TEAM</p> <p>DESIGNER: EVANS BERTRAND HILL WHEELER ARCHITECTURE</p> <p>DATE: 10/15/10</p> <p>SCALE: AS SHOWN</p>	<p>EVANS BERTRAND HILL WHEELER ARCHITECTURE</p>	
	<p>FLOOR PLAN LEVEL 100</p>		





Registrant's Disclosure of Interest Acquisition of Property

Form 160 for use in the Province of Ontario

This statement is made in accordance with the requirements of the Real Estate and Business Brokers Act and Code of Ethics Regulations of the Province of Ontario.

I, CHRISTIAN FORTIN declare that I am

(Name of Registrant)

a registered Real Estate representing Mallette-Goring (N.B.) Inc. Brokerage
(Brokerage/Broker/Salesperson) (Name of Brokerage)

in connection with a proposed Offer to Purchase/Lease/Exchange/Option your Property known as 177150 Sheperdson Road

Temiskaming Shores

Please be advised that, if the proposed Offer is accepted, I will be either directly or indirectly acquiring an interest in your Property.

NOTE: If the Registrant's interest is indirect, explain the nature of the interest in accordance with the definition of a "Related Person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.

EXPLANATION:

I hereby declare that the following is a full disclosure of all facts within my knowledge that affect or will affect the value of your Property:

A company that the registrant owns will purchase and build a commercial development on the subject site.

(Attach Appendix "A" if necessary)

AND

I hereby declare that the following is a full disclosure of the particulars of any agreement by, or on behalf of myself for the sale, exchange, option or other disposition of any interest in your Property to any other person:

N/A

(Attach Appendix "B" if necessary)

I will not be receiving a portion of any commission payable in connection with this transaction.
(will/will not)

For the purposes of this Registrant's Statement as Buyer, "Buyer" includes purchaser, tenant and lessee, and "Seller" includes vendor, landlord and lessor.

(Signature of Registrant who is making the Declaration) CHRISTIAN FORTIN DATE Jan 13 2015

(Signature of Broker of Record/Manager of Brokerage) DATE

ACKNOWLEDGEMENT

I/We, the undersigned, as Seller(s) in this transaction have read and clearly understand this statement and acknowledge this date having received a copy of same, PRIOR TO BEING PRESENTED WITH AN OFFER TO PURCHASE, LEASE, EXCHANGE, OR OPTION.

..... DATE

(Witness) (Seller)

..... DATE

(Witness) (Seller)

The Corporation of the City of Temiskaming Shores

By-law No. 2015-031

**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 January 13, 2015 and its Regular
meeting held on January 20, 2015**

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 **January 13, 2015** and its Regular meeting held on **January 20, 2015** 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 20th day of January, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen