



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, February 3, 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 20, 2015

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

7.1 Zoning By-law Amendment – Temiskaming Shores

Application No.: ZBA-2015-01 (D); ZBA-2015-02 (NL); ZBA-2015-03 (H)

Owner: Not Applicable

Applicant: City of Temiskaming Shores

Subject Land: All lands in the City of Temiskaming Shores

Purpose of the Application: To allow barrier-free ramps and lifts to be installed with no minimum setback or yard requirements. This amendment would apply only to the installation of ramps and lifts for accessibility purposes and would apply to all property within the City of Temiskaming Shores.

7.2 Declaration of Surplus Land

Subject Land: Lots 138, 139, 150, 151, 162, 163 and 15 on Plan M-105 N.B.; being Parcel 7719SSt and Lot 174 on Plan M-105 N.B. being Parcel 613 NND

Purpose of the Application: The owner of 703 Seton Street in Haileybury would like to purchase a 61m x 61 m (200' x 200') parcel of vacant city owned land that abuts his property on the North side. The purpose is to increase the size of his residential property.

8. Question and Answer Period

9. Presentations / Delegations

a) Monique Chartrand, Executive Director and Patty Burke, Program Coordinator – Victim Services of Temiskaming and District

Re: Program overview

- b) Tina Nichol, Métis Nation of Ontario – Timiskaming Métis Community Council
Re: Parks Canada National Historic Site – Project Introduction

10. Communications

- a) Monique Chartrand, Executive Director – Victims Services of Temiskaming & District
Re: Request for Proclamation – 2015 National Victims of Crime Awareness Week
Reference: Received for information

- b) R. A. (Rick) Philbin, Superintendent – OPP Municipal Policing Bureau
Re: Court Security and Prisoner Transportation Grant – 2015 Allocation \$60,124.
Reference: Referred to the Treasurer

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on December 14, 2014;
- b) Minutes of the Earlton-Timiskaming Regional Airport Joint Municipal Services Board meeting and the December 2014 Airport Report;

- c) Minutes of the Temiskaming Transit Committee meeting held on November 19, 2014;

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Recycling Committee meeting held on December 4, 2014;
- b) Minutes of the Corporate Services Committee meeting held on December 11, 2014;
- c) Minutes of the Public Works Committee meeting held on January 15, 2015;

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Memo 002-2015-CGP – Constrained MicroFIT and FIT projects on Class 1, 2 or 3 lands in the City of Temiskaming Shores**

Draft Motion

Whereas, based on the Feed-in Tariff (FIT) Program for Non-Rooftop Solar Project Specific Eligibility Requirements states that a project must not be located on Canadian Land Inventory (CLI) Organic Lands or Class 1, 2 or 3 Lands; and

Whereas the current CLI maps indicate that lands designated in the City of Temiskaming Shores are “unclassified;” and

Whereas, Constrained MicroFIT and FIT projects of 500 kW or less are permitted on all “unclassified” land; and

Whereas, the Canadian Land Inventory map, Soil Capability for Agriculture Quebec-Ontario (Ville Marie) dated 1973 clearly indicates that there are large areas with predominantly Class 2 and 3 soils in the City of Temiskaming Shores; and

Whereas Constrained MicroFIT and FIT projects are being permitted on Prime Agricultural Lands within the City of Temiskaming Shores as they are considered “unclassified”; and

Whereas the Township of Dymond Official Plan (1989) states, “*Class 2 and 3 soils as defined by the Canada Land Inventory of Soil Capability for Agriculture are considered to be of prime importance and will be protected. Non-farm development in areas of good agricultural capability will not be permitted.*”; and

Whereas the Draft City of Temiskaming Shores Official Plan states, “*To promote and protect the long-term future of agriculture through the protection of the land base, the support of sustainable farming practices and research, the support of the culture of the farming community and by maintaining strong environmental standards.*”; and

Whereas, the City is experiencing the loss of production of Prime Agricultural Land as farm owners are entering into lease agreements or agreements of purchase of sale with solar companies for the development of Constrained MicroFIT and FIT projects which require up to 7-10 acres of Prime Agricultural Land per project; and

Whereas Prime Agricultural Lands located in other municipalities and unincorporated townships within the Timiskaming District are also considered as “unclassified”;

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby requests that the Minister of Energy amend the Constrained MicroFIT and FIT program criteria to require that on designated Prime Agricultural Lands in the City of Temiskaming Shores, a land evaluation study and peer review be required to demonstrate that no part of the Site is located on CLI Organic Lands, or CLI Class 1 – 3 Lands; and

Further that Council hereby requests that the Ministry of Agriculture, Food and Rural Affairs amend the Canadian Land Inventory mapping to include the Prime Agricultural Lands within Temiskaming Shores as identified on the Canadian Land Inventory map, Soil Capability for Agriculture Quebec-Ontario (Ville Marie) dated 1973; and

Further that this resolution be forwarded to Premier Kathleen Wynne, Minister of Energy Bob Chiarelli, Minister of Agriculture, Food & Rural

Affairs Jeff Leal, Minister of Northern Development and Mines Michael Gravelle, Minister of Municipal Affairs and Housing Ted McMeekin, Timiskaming-Cochrane MPP John Vanthof, Northern Ontario Farm Innovation Alliance (NOFIA), Timiskaming Federation of Agriculture, Temiskaming Municipal Association and the municipalities of Armstrong, Brethour, Casey, Charlton-Dack, Evanturel, Harley, Harris, Hilliard, Hudson and Kerns.

b) Memo 003-2015-CGP – Deeming By-law – 90 Georgina Avenue

Draft Motion

Whereas Ronald and Nancy Dalton, owners of 90 Georgina Avenue being Lots 15 to 17 on Plan M-77 N.B., wish to construct an accessory garage on Lot 17 and have requested that these lots merge on title through the adoption of a deeming by-law in compliance with the Planning Act; and

Whereas Mr. & Mrs. Dalton have requested that Council waives or reduce the required deeming by-law fee; and

Whereas the owners have acknowledged that registration of the pending deeming by-law on title will be at their expense;

Now therefore be it resolved that Council of the City of Temiskaming Shores hereby directs staff to prepare the necessary deeming by-law to merge lots 15 to 17 on Plan M-77 N.B. in accordance with the Planning Act; and

Further that the request to waive or reduce the deeming by-law fee of \$200 be hereby denied.

c) Memo 005-2015-CGP – Building Permit Policy for Accessible Ramps and Lifts

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 005-2015-CGP and the Building Permit Policy for Accessible Ramps and Lifts for information purposes.

d) Administrative Report PW-005-2015 – Uno Park Road Bridge Update

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-005-2015;

That Council agrees to support the decision of the Township of Harley regarding the replacement of the Uno Park Road Bridge with a 7.3 metre wide, steel deck, Bailey Bridge type structure; and

That Council directs Staff to include the City's contribution for the construction costs estimated at \$94,930.09 (5.49% of project total) in the 2015 Capital Budget.

e) Administrative Report PW-006-2015 – Internal Audit and Management Review - DWQMS

Draft Motion

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

That Council acknowledges completion of the Internal Audit and Management Review (2014) in accordance to Section 12 *Communications* of the Operational Plan as well as receipt of the off-site audit report done by SAI Global; and

That Council directs staff to make the necessary changes within the Drinking Water Quality Management Standard (DWQMS) in accordance with the results of the Internal Audit.

f) Administrative Report PW-007-2015 – Full Solid Waste Management Program – Agreement with Phippen Waste Management Ltd.

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-007-2015;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Phippen Waste Management for the collection, removal and disposal of refuse and recyclables; for the operation and maintenance of the Haileybury Municipal Landfill Site and for the operation and

maintenance of the Municipal Spoke Transfer Station for consideration by Council at the February 3, 2015 Regular meeting of Council.

g) Supplemental Administrative Report RS-010-001-2014 – Skatepark Regulations

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Supplemental Administrative Report RS-010-001-2014; and

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2014-187; and

That Council directs staff to prepare the necessary by-law for the adoption of the Regulations/Guidelines and the Code of Ethics for use of the Carter Antila Memorial Skate Park for consideration at the February 3, 2015 Regular meeting of Council.

h) Administrative Report RS-001-2015 – 2015 Bucke Park Seasonal Fees

Draft Motion

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

That Council approves the 2015 Bucke Park Fee Schedule as presented in Appendix No. 01 to the report and directs staff to incorporate the fees into the 2015 operating and capital budget plan; and

That Council directs staff to prepare the necessary By-law to amend By-law No. 2012-039 Department User Fees for consideration at the February 17, 2015 Regular meeting of Council.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2015-032 Being a by-law to authorize an Agreement between the Ministry of Community Safety and Correctional Services and The Corporation of the City of Temiskaming Shores for the provision of Police Services under Section 10 of the Police Services Act

By-law No. 2015-033 Being by-law to appoint a Property Standards Officer for the purpose of Enforcing By-laws related to the Use and Occupancy of Property in the City of Temiskaming Shores – Matt Del Monte

By-law No. 2015-034 Being by-law for the Appointment of Members to the Property Standards Committee

By-law No. 2015-035 Being a by-law to enter into a Forest Fire Management Agreement with the Ministry of Natural Resources

By-law No. 2015-036 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision – Ronald and Nancy Dalton

By-law No. 2015-037 Being a by-law to enter into an agreement with the Township of Hudson for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive

By-law No. 2015-038 Being a by-law to enter into an agreement with the Township of Harley for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive

By-law No. 2015-039 Being a by-law to enter into an Agreement with Phippen Waste Management Limited for the Collection, Removal and Disposal of Refuse and Recyclable Materials; for the Operation and Maintenance of the Haileybury

Municipal Landfill Site and for the Operation and Maintenance of the Municipal Spoke Transfer Station Operations

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2015-032;

By-law No. 2015-033;

By-law No. 2015-034;

By-law No. 2015-035;

By-law No. 2015-036;

By-law No. 2015-037;

By-law No. 2015-038; and

By-law No. 2015-039

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

17. Schedule of Meetings

- a) Special Council Meeting (Budget) - Tuesday, February 10, 2015 at 6:00 p.m.
- b) Regular Meeting of Council – Tuesday, February 17, 2015 at 6:00 p.m.
- c) Regular Meeting of Council – Tuesday, March 3, 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 20, 2015 – Closed Session Minutes
- b) Under Section 239 (2) (b) of the Municipal Act, 2001 – Identifiable Individual – Deputy CBO – Confidential Memo 004-2015-CGP
- c) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Disposition of Land – Confidential Administrative Report CGP-004-2015
- d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Monthly Human Resources Update
- e) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Negotiation Update

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2015-040 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held **February 3, 2015** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2015-040 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ pm.

Mayor – Carman Kidd

Clerk – David B. Treen



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

Minutes

1. Call to Order

The meeting was called to order by Mayor Carman Kidd at 6:01 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: Christoper W. Oslund
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Shelly Zubyck, Director of Corporate Services
Karen Beauchamp, Director of Community Growth and Planning
Tim Uttley, Fire Chief
Laura-Lee MacLeod, Treasurer
James Franks, Economic Development Officer
Jennifer Pye, Planner

Media: Diane Johnston, Temiskaming Speaker
Bill Buchburger, CJTT

Members of the Public Present: 2 plus Air Cadets

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2015-070

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Jelly outlined that historically he has declared a Pecuniary Interest when items on the agenda related to Miller Paving Northern; however since his daughter is now on maternity leave he will not be disclosing an interest.

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 – Unionized
- Item 19 d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Negotiation Update – Non-Unionized

Councillor Hewitt disclosed a pecuniary interest in regards to:

- Item 19 d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Negotiation Update – Non-Unionized

6. Review and adoption of Council Minutes

Resolution No. 2015-071

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

Carried

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

None

8. Question and Answer Period

Michael Woods – 900 Lakeshore Road S.

Mr. Woods provided an open letter to Council to the Clerk in regards to numerous concerns and indicated that since the list is fairly long they may wish to review the correspondence and reply at a later date.

9. Presentations / Delegations

a) Laura-Lee MacLeod, Treasurer

Re: Budget Presentation

Treasurer, Laura-Lee MacLeod provided Council with an overview of the 2015 budget utilizing powerpoint. Laura commenced with an overview of the 2014 Budget and outlined that are several cost centres to which there is limited control such as policing, Health Unit, District of Timiskaming Social Services Administrative Board which represents 26% of the 2014 budget.

Laura outlined various sources of revenue available to the City including Grants, User Fees and Taxation. Examples of grants would include Ontario Municipal Payment Fund (OMPF) – utilized to cover costs associated with Policing, Public Health DTSSAB; Federal Gas Tax – utilized for various capital projects; Provincial Gas Tax – utilized for public transportation (transit). User Fees would include, but is not limited to building permits, facility rentals, parking tickets, landfill tipping fees, etc. Taxes represent 59.16 % of the general operating revenues.

Laura spoke to the various Tax classes (residential, commercial, farm, etc) and how the Residential Tax Rate is calculated. Tax Ratios for the various classes are benchmarked by the residential tax ratio being 1.0. Laura outlined that Education taxes are set by the provincial government and are collected by the municipality on behalf of the school boards as a portion of someone's tax bill. It was noted that the education tax is paid in full by the municipality annually whether collected or not. Tax Bills are the sum of the municipal tax, education tax and special charges (i.e. water/sanitary).

Laura outlined under which department various operating expenditures are placed and subsequently outlined the process for adoption of a budget. Draft budgets are submitted and compiled by the Treasurer into departmental submission for review and discussion by the department Director with the City Manager, Director of Corporate Services and Treasurer and revised as

necessary. Budgets are then presented to the Finance Committee for direction and/or recommended modifications and are subsequently presented to Council as a whole for further deliberation and eventual adoption.

Laura reviewed the current reserves and various reserve funds with Council with a Total Reserve/Reserve Funds of \$5,450,974. Laura then reviewed with Council the various loans that the city has including the principal borrowed, payments to date, maturity date and the balances as of December 31, 2014. Laura spoke to Taxation options for the 2015 budget and what the levy increases would be based on various % increases.

City Manager, Chris Oslund spoke to some items that Council is going to have to have some open and frank discussion on as part of their budget deliberations. Service Delivery Review, looking at services we provide and at opportunities for either efficiencies or cost reductions. Chris spoke to trends that he and Laura have been seeing with respect to the Threshold to pay taxes which needs to be considered when establishing the tax rate. User Fees in that are there opportunities to generate more revenues, but need to be mindful of the impact to increased fees to community programs.

Chris indicated that another area that Council can look at is Minimum Maintenance Standards which would be a reduction in service and there are potential opportunities there as well. Need to look at the facilities we have and look at closing some facilities or the disposal of unused assets. Chris also outlined that Council may want to look at Shared Services with area municipalities and used the example of the number of graders (5) within our fleet which are used extensively for winter operations, but their use is limited during the summer months, thus there may be an opportunity contract out those units to neighbouring townships.

Laura-Lee outlined the next steps in the budget process in that the Finance Committee will be meeting to review the first draft budget with anticipation of having Council consider the first draft budget (operating) at a Special meeting of Council scheduled for Tuesday, February 10, 2015 with the objective of having Council set targets.

Mayor Kidd thanked Laura for her 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

Resolution No. 2015-072

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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. 2015-073

Moved by: Councillor Whalen

Seconded by: Councillor Foley

- 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.

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

Councillor Jelly outlined that he was nominated and elected as Chair of DTSSAB and sits on the HR and Audit Committee. Councillor Jelly outlined that he is Chair of the Police Services Board.

Councillor Jelly outlined that he had attended the Banquet last Sunday for AFMO on behalf of Mayor Kidd at which two volunteers were recognized for their efforts related to Francophone events; citizen of the year and student of the year.

Councillor Whalen indicated that he will be in Sudbury on Thursday at the FONOM meeting representing Council and that evening in Earleton to meet on the airport budget and wanted to remind Council of the important meeting at the Earleton Arena this Saturday in regards to the Earleton Airport.

Councillor McArthur brought up concerns that many residents have yet to be assigned to a physician subsequent to the sudden death of Dr. Pace and the retirement of Dr. McDermott. These residents have gone through the process and have not been assigned a doctor. Councillor McArthur recommends that this Council contact the Physicians Association or whichever entity is responsible and inquire as to why this has not happened.

Mayor Kidd outlined that he would bring Councillor McArthur's issue up with Provincial MPP, John Vantoff to bring it up with the Ministry of Health.

Mayor Kidd indicated that he attended the Temiskaming Vets Services Committee meeting and highlighted that the City pays a nominal fee (\$400 annually) resulting in a flat fee for a visit by vet to a farmer regardless of the travel distance to the farm. The Ministry of Northern Development and Mines contributes \$830,000 towards this program as well to offset the costs which is of great assistance to small operators.

14. Notice of Motions

None

15. New Business

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

Resolution No. 2015-074

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 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.

Carried

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

Resolution No. 2015-075

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2015-076

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

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.

Carried

d) Doctor Recruitment Reserve – Transfer of Surplus Funds

Resolution No. 2015-077

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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.

Carried

e) Working Fund Reserve – Surplus / Deficit Funds

Resolution No. 2015-078

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

Carried

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

Resolution No. 2015-079

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby agrees that any surplus or deficit 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.

Carried

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

Resolution No. 2015-080

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2015-081

Moved by: Councillor McArthur
Seconded by: Councillor Foley

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.

Carried

Recorded Vote

For Motion

Councillor Foley
 Councillor Hewitt
 Councillor Laferriere
 Councillor McArthur

Against Motion

Councillor Jelly
 Councillor Whalen
 Mayor Kidd

16. By-laws

Resolution No. 2015-082

Moved by: Councillor Jelly
 Seconded by: Councillor Foley

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.

Carried

Resolution No. 2015-083

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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.

Carried

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 10, 2015 at 6:00 p.m. (Budget)
- c) Regular Meeting of Council – Tuesday, February 17, 2015 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2015-084

Moved by: Councillor McArthur
Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 7:25 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

Carried

Resolution No. 2015-085

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that Council of the City of Temiskaming Shores agrees to rise with report at 8:25 p.m.

Carried

a) Adoption of the January 6, 2015 – Closed Session Minutes

Resolution No. 2015-086

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council approves the January 6, 2015 Closed Session Minutes as printed.

Carried

b) Under Section 239 (2) (b) of the Municipal Act, 2001 – Identifiable Individual – Boards and Committees (By-law No. 2015-030)

Council reviewed the submissions in regards to various Board and Committees and determined which individuals would be appointed to the various Boards and Committees and recommended that the Council rise with report and adopt By-law No. 2015-030.

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

Council was updated on this matter and provided direction in Closed Session.

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

Council was updated on this matter and provided direction in Closed Session.

20. By-laws – Boards and Committees

Resolution No. 2015-087

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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.

Carried

Resolution No. 2015-088

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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.

Carried

21. Confirming By-law

Resolution No. 2015-089

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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.

Carried

Resolution No. 2015-090

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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.

Carried

22. Adjournment

Resolution No. 2015-091

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that City Council adjourns at 8:32 pm.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



VICTIM SERVICES of Temiskaming & District

January 22, 2015

Sent by email to dtreen@temiskamingshores.ca

David B. Treen, CET
Municipal Clerk
City of Temiskaming Shores – Mayor and Council Members
PO Box 2050, 325 Farr Drive
Haileybury, ON P0J 1K0

Re: 2015 National Victims of Crime Awareness Week

“SHAPING THE FUTURE TOGETHER”! That is the theme of the 2015 National Victims of Crime Awareness Week which will take place from April 19 – 25, 2015.

Victim Services of Temiskaming & District would like to make a request to council that they proclaim the week of April 19 – 25th, 2015 as “National Victims of Crime Awareness Week” in the City of Temiskaming Shores.

“We can all help shape a future in which victims of crime are treated with the compassion, courtesy, and respect they deserve. Victims Week is about raising awareness about issues facing victims of crime and the services, programs, and laws in place to help them and their families.”

Thank you for your consideration.

Sincerely,

Monique Chartrand, Executive Director
Victim Services of Temiskaming & District VCARS
Email: temvcars@ntl.sympatico.ca

Temiskaming Shores Main Office
P.O. Box 1312, 300 Armstrong St. N.
New Liskeard, Ontario P0J 1P0
(705) 647-0096 Fax: (705) 647-5646
Email: temvcars@ntl.sympatico.ca

Kirkland Lake Satellite Office
145 Government Road E.
Kirkland Lake, Ontario P2N 3P4
(705) 568-2154 Fax: (705) 568-2153
Website: www.temiskamingvcars.com

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



RECEIVED

JAN 26 2015

Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
Orillia ON L3V 7V3

Tel: 705 329-6200
Fax: 705 330-4191

Tél. : 705 329-6200
Télé.: 705 330-4191

File Reference:

615-00

January 22, 2015

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

Dear Mayor:

Effective January 1, 2015, the Court Security and Prisoner Transportation (CSPT) Program grant funding administration for Ontario Provincial Police (OPP) policed municipalities shifted from the Ministry of Community Safety and Correctional Services (MCSCS) to the OPP. This change will comply with the Auditor General recommendation to "consider whether various grants and credits should be amalgamated into one all-encompassing costing formula".

Under the billing model, only municipalities that have a courthouse in their municipality will be charged for court security costs based on the cost required to provide designated court security activities. The prisoner transportation cost is calculated provincially and allocated to all municipalities on a per property count basis.

Grant Allocation

Funding from the OPP will be issued as a credit adjustment on your regular invoice in February and September. Municipalities that currently receive court security and prisoner transportation policing services from both municipal policing organizations and the OPP will receive funding from both the MCSCS and the OPP.

In 2015, 25 percent of the grant allocation will be issued in February and the remaining 75 percent by the end of September, accounting for any required reduction should the 2014 reconciled court security costs be less than the grant allocation for 2014.

Your municipality's 2015 grant allocation under the CSPT program is \$60124. Please note that this grant is subject to reduction should the actual costs be lower than the grant allocation. The grant allocation for the following years will be provided to you as part of your Annual Billing Statement.

Should you have any questions, please contact your Detachment Commander or Manon Desjardins, Financial Analyst, Municipal Policing Bureau at Manon.Desjardins@opp.ca.

The OPP will continue to work diligently with municipal stakeholders to ensure effective, efficient and sustainable police service delivery in Ontario and make sure Ontario remains one of the safest places in North America.

Sincerely,

A handwritten signature in black ink, appearing to read "R.A. Philbin". The signature is written in a cursive style with a large, stylized initial "R".

R.A. (Rick) Philbin
Superintendent
Commander,
Municipal Policing Bureau

/nv



**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
ACCESSIBILITY ADVISORY COMMITTEE REGULAR MEETING**

Wednesday, December 17, 2014 – 10:30 AM

Timiskaming Health Unit

Vision Statement: All people of the City of Temiskaming Shores shall live in dignity, with independence, inclusion and equal opportunity.

Mission Statement: To ensure through education, promotion, and advocacy, that all persons with disabilities can with dignity and independence have full, equal, inclusionary participation and opportunity within the boundaries of the City of Temiskaming Shores.

AGENDA

1. CALL TO ORDER

- Meeting called to order at 10:40 a.m.

2. ROLL CALL

At the December 1, 2014 Inaugural Meeting of Council, Council appointed Mayor Carman Kidd and Councillor Mike McArthur to TSAAC for the next term of Council.

MEMBERS:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Janice Labonte - Chair | <input type="checkbox"/> George Depencier | <input checked="" type="checkbox"/> Debbie Despres |
| <input checked="" type="checkbox"/> Carman Kidd (Mayor) | <input checked="" type="checkbox"/> Josette Cote | <input checked="" type="checkbox"/> Bob Hobbs |
| <input checked="" type="checkbox"/> Mike McArthur (Councillor) | <input type="checkbox"/> Walter Humeniuk | |

SUPPORT STAFF:

- Karen Beauchamp, Director of Community Growth and Planning
- Kelly Conlin, Executive Assistant

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Moved by: Josette Cote

Seconded by: Janice Labonte

Be it resolved that:

- The agenda for the December 17, 2014 TSAAC meeting be approved as printed.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Moved by: Debbie Despres

Seconded by: Josette Cote

Be it resolved that:

The Minutes for the November 19, 2014 TSAAC meeting be approved as printed.

CARRIED

7. UNFINISHED BUSINESS

Karen Beauchamp submitted application forms to the Clerk for Janice Labonte, Josette Cote, George Depencier, Walter Humeniuk, and Debbie Despres to sit on TSAAC for the next Council term.

8. NEW BUSINESS

8.1 Age-Friendly Community Planning Grant Program

Moved by: Josette Cote

Seconded by: Janice Labonte

Be it resolved that:

TSAAC recommends to Council that they apply for funding under the Age-Friendly Community Planning Grant Program to help our community address the needs of an aging population, and to plan services and programs that help seniors live in a secure environment, enjoy good health and participate more fully in their communities and further be it resolved that TSAAC hereby appoints Josette Cote as a representative of the TSAAC and it's initiatives on the sub-committee for the Age-Friendly Community Program.

CARRIED

8.2 The Community Transportation Pilot Grant Program

Karen Beauchamp discussed the program and explained that the Temiskaming Transit committee is interested in applying for this funding and will be discussing the program at their next meeting in January. The program funding is for a coordinated approach to providing transportation services for everyone in the community including seniors and persons living with disabilities. TSAAC should also recommend a representative from the committee to be a part of the application process if necessary.

Moved by: Mike McArthur

Seconded by: Bob Hobbs

Be it resolved that:

TSAAC recommends to Council that they apply for funding under The Community Transportation Pilot Grant to partner with community organizations in order to improve transportation services for everyone in the community including seniors and persons living with disabilities.

CARRIED

8.3 Accessibility Changes to the Ontario Building Code that are effective January 2015.

Norm Desjardins, Chief Building Official made a presentation to TSAAC regarding accessibility changes to the Ontario Building Code that will be in effect January 2015.

9. SCHEDULING OF MEETINGS – Third Wednesday of each month

Moved by: Bob Hobbs

Seconded by: Janice Labonte

Be it resolved that:

- The next regular TSAAC meeting is to be held on January 21, 2015 at 10:30 a.m. at the Timiskaming Health Unit.

CARRIED

10. ITEMS FOR FUTURE MEETINGS

- Review TSAAC Terms of Reference at the first meeting in 2015
- Discussion on Accessible Site Plan Control Guidelines

11. ADJOURNMENT

Moved by: Josette Cote

Seconded by: Debbie Despres

Be it resolved that:

TSAAC adjourns at 11:57 AM.

CARRIED

**EARLTON-TIMISKAMING REGIONAL AIRPORT
MUNICIPAL SERVICES BOARD (MSB)
MINUTES**

Thursday, December 18th, 2014
Council Chambers, Township of Armstrong
Earlton, Ontario

Attendance: Marc Robillard, Pauline Archambault, Morgan Carson, Danny Whalen,
Doug Metson, Henry Gravel (Evantural), Charlie Codd, George Daviau (Armstrong),
Harold Cameron, Sheila Randell

Guests : Laurie Ypya - Min. of Northern Dev. & Mines (NOHFC)

Absent: Sue Cote, Martin Jarvis, Pat Anderson , Henry Baker, Ron Vottero, Robert Ethier

1. Welcome - Meeting called to order

Moved by: Doug Metson

Seconded by: Danny Whalen

BE IT RESOLVED THAT "the meeting of December 18th, 2014 , be called to order
at 7:00 p.m, by acting Chair, Marc Robillard."

Carried

2. Attendance was taken.

3. Approval of Agenda

Moved by: Doug Metson

Seconded by: Danny Whalen

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

Carried

4. Minutes of last Meeting

Moved by: Danny Whalen

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Minutes of the meeting held November 20th, 2014, be
adopted as presented."

Carried

5. Errors or Omissions

There were no errors or omissions.

6. Business Arising from the Minutes

7. Closed Session

There was no Closed Session.

8. Committee Reports

(i) Finance Committee

Moved by: Danny Whalen

Seconded by: Doug Metson

BE IT RESOLVED THAT "the report of the Finance Committee for the month of November 2014, consisting of the Financial Statements, Accounts Payable, Accounts Receivable, Bank Reconciliation and Bank Statements, be adopted as presented and be attached hereto, forming part of these Minutes."

Carried

(ii) Property and Maintenance Committee Report

No Report

(iii) Human Resources Committee

No Report

9. Correspondence

Moved by: Danny Whalen

Seconded by: Charlie Codd

BE IT RESOLVED THAT "the Correspondence for November 2014 be filed."

Carried

10. Manager's Report

Moved by: Danny Whalen

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Manager's Report for the month of November 2014, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

11. Chairman's Remarks/Report

No Report

12. Any Other Business

Laurie Ypya requested that the MSB get moving on a Strategic Plan to be presented to NOHFC. It was agreed by MSB members that a Working committee be organized to get information together required for this plan. The committee will consist of Pauline Archambault, Doug Metson, and Harold Cameron. They are to gather information and meet after the regular MSB meeting on January 15, 2015.

Danny Whalen suggested that the MSB try to find people who have personally used the air ambulance service out of the Earleton Timiskaming Regional Airport, and would be willing to share their experience at the meeting on January 24th.

Discussion was held on airport financial situation, and it was:

Moved by: Danny Whalen

Seconded by: George Daviau

BE IT RESOLVED THAT "the Joint Municipal Services Board (MSB) has suggested an increase in the per capita rate by \$2.50 effective January 2015."

Carried

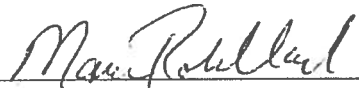
13. Adjournment

Moved by: Danny Whalen


Seconded by: Doug Metson

BE IT RESOLVED THAT "this meeting be adjourned - 8:20 p.m. The next meeting will be held January 15th, 2015, at 7:00 p.m. at Armstrong Council Chambers".

Carried



Chair



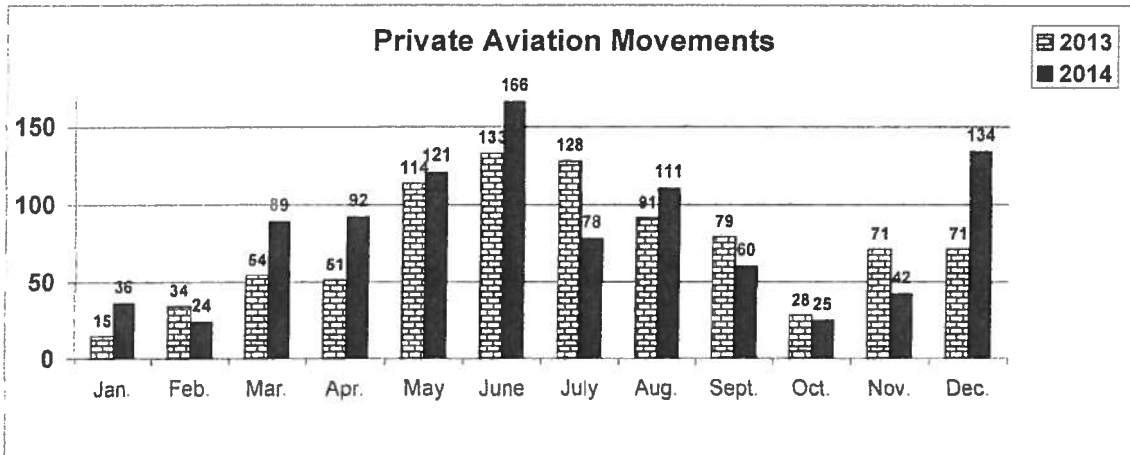
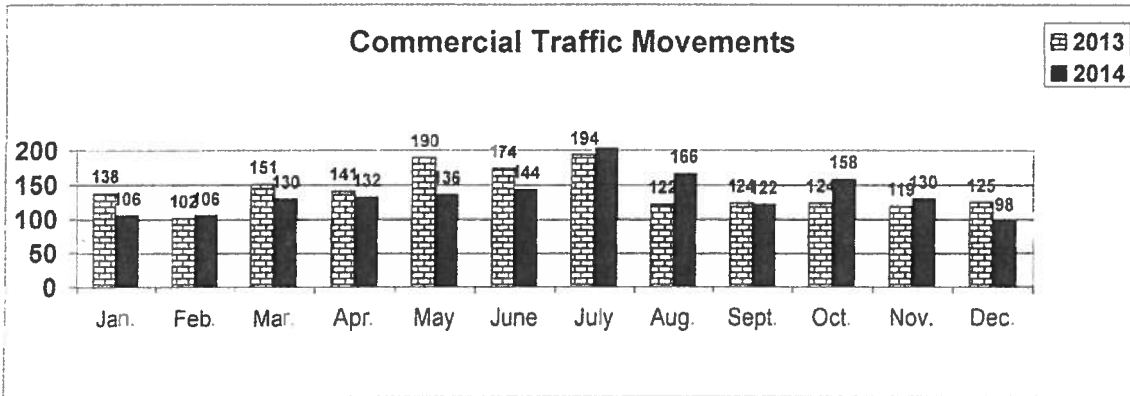
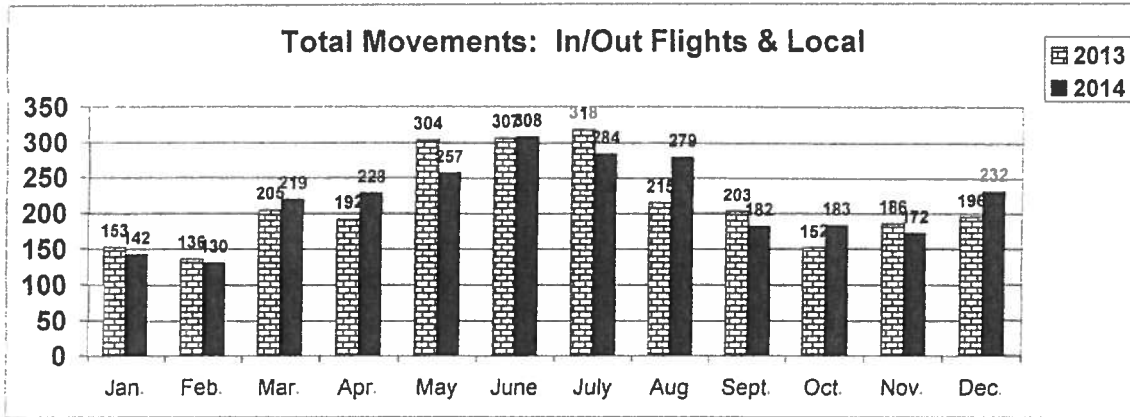
Secretary

**EARLTON-TIMISKAMING REGIONAL
AIRPORT
DECEMBER 2014**

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$4,108	\$93,248
Operations	\$23,249	\$263,663
	<hr/> \$27,357	<hr/> \$356,911
 <u>EXPENSES</u>		
Fuel	\$3,793	\$81,157
Operations	\$28,246	\$309,319
Capital Expenses	\$0	\$0
	<hr/> \$32,039	<hr/> \$390,476
 <u>NET PROFIT/LOSS</u>		
Fuel	\$315	\$12,091
Operations	-\$4,997	-\$45,656
Capital Expenses	\$0	\$0
	<hr/> -\$4,682	<hr/> -\$33,565
 <u>FUEL INVENTORY - JET A1</u>	 \$ 2,762	
<u>FUEL INVENTORY - AVGAS</u>	\$ 3,475	
<u>FUEL INVENTORY - DIESEL</u>	\$ 4,200	

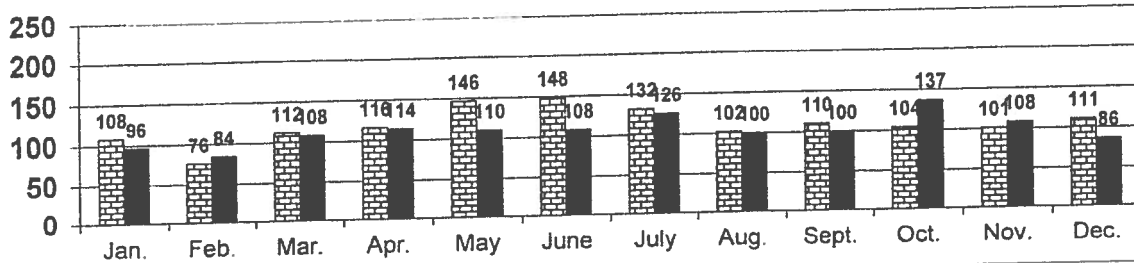
ANNUAL AIRCRAFT MOVEMENTS

AS OF DECEMBER 31, 2014



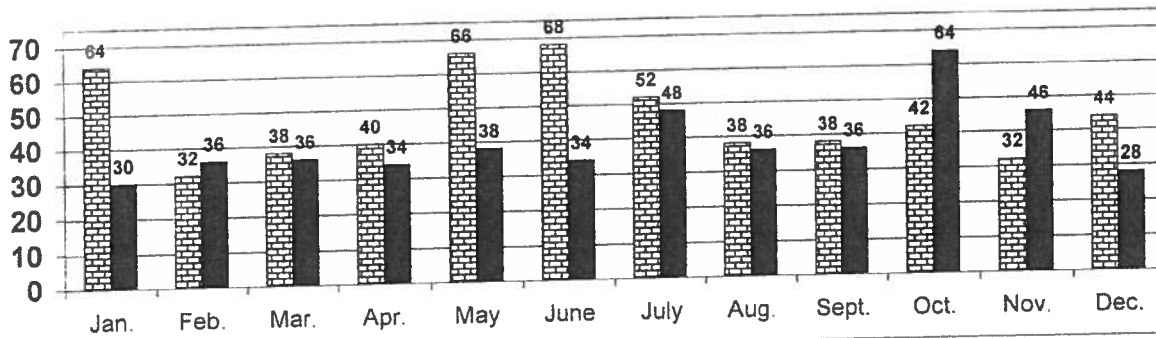
Air Carriers Movements

2013
2014



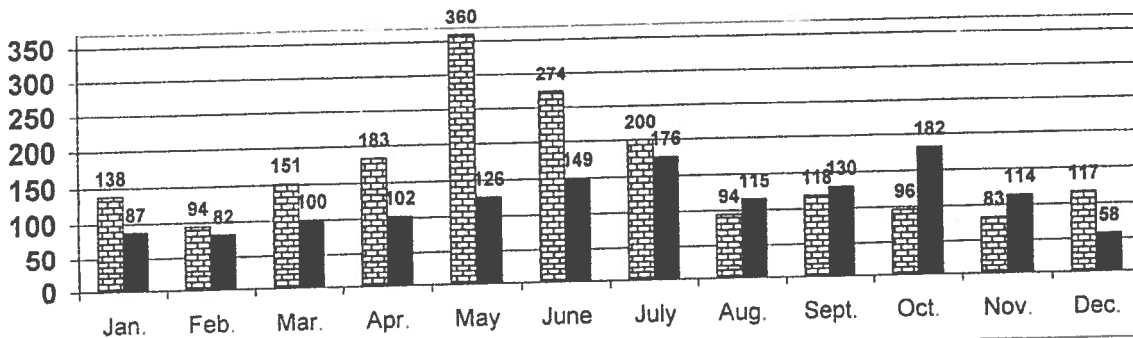
Air Ambulance Movements

2013
2014



Pgrs. via Air Charter

2013
2014



MANAGER'S REPORT DECEMBER 2014

Merry Christmas:

The weather event that started on Christmas Eve required that the full Airport crew (me and the other guy) turn out on Christmas Day, Boxing Day, and the Sunday of the Christmas weekend for snow clearing. We kept our main runway and aircraft manoeuvring surfaces bared off in accordance with our Snow Operations Plan to permit the safe operations of aircraft.

While we were working on the runway, a Hydro One helicopter checked in by radio while transiting our Control Zone. We called to let him know our position and asked if he required fuel. He came in and got fuel on Christmas Day and Boxing Day.

I had earlier made arrangements with the OPP to have a key available for them to use to access our fuel after hours in an emergency situation. I gave the Hydro One pilot a fuel key to have copies made to put in each of their aircraft for after-hours use.

This is a win-win. We still get the fuel sale, and the emergency response for these organizations is not compromised. The MNR will be contacted to make similar arrangements.

The call-outs in the financial report were actually call-ins.

Strategic Plan

We thank Laurie Ypya MNDM for coming to our meetings and offering to help us get what we need to develop a Strategic Plan for our Airport to chart the course for our future. A sub committee meeting for this plan follows tonight's meeting.

Harold Cameron
Earlton-Timiskaming Regional Airport Manager

Community Contribution Summary
2015 Sharing Contribution
Per Capita Contribution -

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265		
Casey	374		
Chamberlain	346		
Charlton and Dack	670		
Cobalt	1103		
Coleman	531		
Englehart	1546		
Evanturel	464		
Harley	526		
Hilliard	227		
Hudson	457		
James	474		
Temiskaming Shores	10125		
Thornloe	110		
Total Contributions	18218	\$0	\$0

Donation

Kerns	349		
Total Contributions		\$0	\$0

As of January 15, 2015

1.0 CALL TO ORDER

The meeting was called to order at 1:12 p.m.

2.0 ROLL CALL

PRESENT:	Councillor Brian Thornton; Tina Sartoretto – Mayor, Town of Cobalt; Candice Bedard, CAO, Town of Cobalt; Christopher Oslund, City Manager, Gary Wadge, Public Works Clerk; Mitch Lafreniere, Manager of Physical Assets; Kelly Conlin; Executive Assistant;
REGRETS:	Councillor Danny Whalen; Councillor Gino Chitaroni – Town of Cobalt;
OTHERS PRESENT:	

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition under New Business: Transit stop request

4.0 APPROVAL OF AGENDA

Recommendation No. 2014-025

Moved by: **Councillor Brian Thornton**

Be it recommended that:

1. The Transit Committee agenda for the November 19, 2014 meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation No. 2014-026

Moved by: **Councillor Brian Thornton**

Be it recommended that:

2. The Transit Committee minutes of the October 14, 2014 meeting be adopted as printed.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

- None

8.0 COMMUNICATIONS

- None

9.0 UNFINISHED BUSINESS

9.1 Notice Letter to Overland

Discussion

The follow-up letter that was prepared for Overland will be signed by Tina and sent by registered mail.

9.2 Transit Driver Handbook

Discussion

Mitch Lafreniere reported that Stock has provided feedback and reviewed the questions that were asked by Stock of the City such as clarification on training and stop announcements. Mitch also provided Stock with information in regards to securing persons in wheelchairs and the requirement of wearing the safety belt.

9.3 Brampton Bus Procurement – Follow up

Discussion

Gary Wadge informed the committee that the deadline for the Brampton RFP has been extended to November 26, 2014. The committee then discussed the requirement for new transit buses and the type of bus the committee would be seeking. There will be further discussion at the next transit meeting.

9.4 RFQ – 2015 Monthly Passes

Discussion

Quotes have been received for the purchase of 2400 monthly passes for 2015.

Action: Recommendation No. 2014-027

Moved by: **Councillor Brian Thornton**

Be it recommended that:

The Transit Committee hereby authorizes the purchase of 2400 monthly passes for 2015 at a price of \$934 (plus taxes) from Temiskaming Printing Co.

CARRIED

10 NEW BUSINESS

10.1 Passenger Counts for October 2014

Discussion

The Committee reviewed the passenger counts for October 2014, which to date has been the month with the highest number of passengers.

10.2 October 2014 Financials

Discussion

Chris Oslund, City Manager, reviewed the monthly financials in conjunction with the recent passenger counts. As forecasted, the transit system should surpass the 130,000 ridership for 2014 which will result in surplus revenues. The committee will have to determine if now the enhanced service is now the core service that will be offered. There are also decisions that will have to be made in regards to the gas tax subsidy and the subsidy that is currently being paid by both Temiskaming Shores and the Town of Cobalt. Chris reviewed options available to the committee for financing the transit system, one of which will result in a subsidy increase for Cobalt. The committee also discussed the requirement of new transit buses and how to proceed with procuring the buses.

10.2 David C. Onley Award Nomination

Discussion

The Committee secretary provided Tina with a letter of support from the transit committee for signing for the nomination of Kaireen MacKinnon for the David C. Onley Award for leadership in Accessibility.

10.3 Sale of Transit Tickets – New Location

Discussion

Mitch Lafreniere, Manager of Physical Assets provided the committee with a request from a new business in the area that would like to sell transit tickets at their location. The committee approved the request. Mitch will be in contact with the business owner.

10.4 Transit Ticket Fraud

Discussion

It was brought to Mitch's attention that there have been passengers attempting to use fraudulent tickets to ride the transit system. Unfortunately, the tickets were found at the end of the each drivers shift. The passengers were a perforated receipt that looks similar to a ticket. Mitch has made all locations aware that when they sell a sheet of tickets, remove the perforated receipt and this should resolve the problem.

10.5 Transit Stop Request

Discussion

The transit committee received a request from Island View Apartments in Haileybury for a transit stop closer to their building. When the committee undertakes a transit stop review, it may consider a timed stop at that location (example: 11:00 AM, 1:00 PM, 3:00 PM) versus the transit circling through that area on every rotation.

11 CLOSED SESSION

- None

12 SCHEDULE OF MEETINGS

- The next meeting for the Transit Committee will be scheduled when required at City Hall in the Haileybury Boardroom

13 ADJOURNMENT

Recommendation 2014-028

Moved by: **Councillor Brian Thornton**

Be it recommended that:

1. The Transit Committee meeting be adjourned 2:35 p.m.

CARRIED

Committee Chair

Recorder

1.0 Call to Order

The meeting was called to order at 1:05 p.m.

2.0 Roll Call

Present:	Mayor Carman Kidd; Councillor Doug Jelly; Christopher Oslund, City Manager; Doug Walsh, Director of Public Works; Steve Burnett, Technical and Environmental Compliance Coordinator; Robert Beaudoin, Environmental Superintendent; Logan Belanger, Special Programs Coordinator
Regrets:	N/A
Others Present:	N/A

3.0 Review of Revisions or Deletions to Agenda

- None

4.0 Approval of Agenda

Recommendation RC-2014-031

Moved by: **Councillor Doug Jelly**

Be it recommended that:

1. The Recycling Committee agenda for the December 4, 2014, meeting be approved as printed.

Carried

5.0 Disclosure of Pecuniary Interest and General Nature

- None

6.0 Review and Adoption of Previous Minutes

Recommendation RC-2014-032

Moved by: **Mayor Carman Kidd**

Be it recommended that:

2. The Recycling Committee minutes for the November 6, 2014, meeting be approved as printed.

Carried

7.0 Public Presentations

- None

8.0 Unfinished Business

8.1 Spoke Transfer Station on Barr Dr.

Previous Discussion

The sign posts have been set-up, the signs have arrived, and the Building Maintenance Department will post the signs when scheduling permits. The office trailer has been relocated to the Bucke Park Campground, and a Sea-Can is in place at the Spoke Transfer Site to store extra cardboard. The Public Works Department placed rap and limestone at the facility to address erosion issues. Power for the fuel tank will be installed shortly, the baseboard heaters in the office will be replaced with new units, and

thermostats will be mounted. Steve Burnett, Technical & Environmental Compliance Coordinator, requested a status update from the Cochrane-Temiskaming Waste Management Board (CTWMB) for the Kapuskasing site, and the CTWMB will be completing the Data Call for 2014.

The Committee discussed establishing hours of operation for the Spoke Transfer Site since the removal of the depot bins throughout the City. This service would provide businesses with the opportunity to dispose of large quantities of cardboard at the facility without prearranged appointments or using the cardboard bins located outside the gates. If the facility had regular hours of operation, the number of cardboard bins available 24/7 to the public could be minimized to reduce costs. The Committee discussed various approaches of offering recycling services to the ICI sector, as well as the associated fee structure (i.e. assessment based vs. user pay); after a discussion period, the Committee recommended opening the facility on a trial basis two days per week, and investigating a long-term plan for the ICI sector.

Action: Recommendation RC-2014-021

Moved by: **Councillor Doug Jelly**

Be it recommended that:

1. The Recycling Committee agrees the following items be declared as surplus and advertised for sale:
 - Sorting Unit from the Spoke Transfer Station on Barr Drive; and
 - All Recycling Depot Bins (approximately 30 units).

Carried

Action: Recommendation RC-2014-028

Moved By: **Mayor Carman Kidd**

Be it recommended that:

1. The City of Temiskaming Shores pay Phippen Waste Management a maximum of \$10,000 per year, to open the Spoke Transfer Station two days per week on a trial basis for six months. A review will be completed upon completion of the trial period.

Carried.

Action: Recommendation RC-2014-029

Moved By: **Councillor Doug Jelly**

Be it recommended that:

2. The City of Temiskaming Shores develop a long-term recycling plan for the Industrial, Commercial and Institutional (ICI) sector.

Carried.

Discussion

The can sorter from the Spoke Transfer Station has been pick-up from the site. Operations are going well, including the established hours of operation. Having the site open to the public two days per week is relieving the volume of material placed in the dumpster bins. All signs at the facility are in place and power has been fed to the fuel tank. Thermostats and baseboards for the office are on order, and the heat is back on to the main building. This Committee discussed City provided maintenance for equipment at the Station. The City provides maintenance to the loader; however has no obligation to replace or maintain the baler.

Action: Recommendation RC-2014-033

Moved By: **Councillor Doug Jelly**

Be it recommended that:

1. The Recycling Committee does not authorize the maintenance or the assumption of costs associated with the baler located at the Spoke Transfer Station.

Carried.

The sand boxes are in place; however, requires a load of sand for filling. Reducing the number of cardboard bins located outside of the gates was discussed; however, with Christmas approaching, the bins will remain in place. The facility will not increase its hours of operations over the holiday season.

The Spoke Transfer Station will be open on Monday, December 22nd and on Monday, December 29; the bins will also be emptied on December 23rd and on December 26th and will be monitored more frequently. There has been noticeable contamination in the City's recyclable materials, such as from extension cords, Christmas lights, hoses, etc.

A pre-trial conference is scheduled for January 6, 2015 for the wrongful dismissal case with the CTWMB.

The City Manager and the Director of Public Works will contact the CTWMB early in the New Year to discuss the finalization of the agreement.

The Continuous Improvement Fund (CIF) has organized a meeting at City Hall on Monday, December 15th from 1:30 until 4:00 p.m. to discuss recycling programs in Northeastern Ontario.

8.2 Multi-residential Units & Downtown

Previous Discussion

All rollout bins have been distributed throughout the New Liskeard Downtown Core, as well as three sites sharing dumpster-style bins for garbage and recyclable materials. The enhanced service began on Friday, October 31st with garbage collection. To date, one recycling dumpster-style bin has been contaminated with garbage. It was recommended to send the landlords letters regarding the misuse of the recycling bin, as well as place a list of acceptable materials directly on the bin.

Discussion

There have been several calls regarding the designated use of bins and bin allocation in the downtown core. To address an area of concern, decals will be created and placed on the bins to identify users. Letters will be issued to the businesses identifying that if further concerns arise, to contact the building owner or landlord.

8.3 Public Awareness & Education

Previous Discussion

A notice regarding keeping a safe distance from the Phippen Waste Management truck was posted on Facebook and in the Community Bulletin. An information sheet regarding waste collection will also be created for the Christmas holiday season, and a Winter Curbside Collection information sheet was created in both official languages, and was uploaded onto the website, Facebook as well as in the Community Bulletin. It was recommended to contact The Miller Group as a reminder to watch for rollout bins during the winter months while plowing Hwy 65E and Hwy 65W. The Committee suggested speaking with Phippen's regarding the placement of bins in the preferable location (edge of the curb), when residents place the bin in the middle of the sidewalk.

Discussion

The Committee was provided with a copy of the holiday season waste collection information sheet for review and approval. It was recommended to add "toys" to the list of unrecyclable material. The document will be posted on the City's webpage, Facebook and in the Temiskaming Speaker and Weekender. It was also recommended to create a tag to attach to rollout bins if users contravene the terms outlined in the Solid Waste Management By-law.

8.4 Recycling Refuse Containers

Previous Discussion

An order was placed with Rehrig for 99 95-gallon recycling bins, 54 65-gallon garbage bins, 25 extra lids for each size of cart, and spare lid pins.

Discussion

Additional lids, and garbage and recycling bins have been ordered and received. It was recommended to have extra inventory on hand if bins are damaged throughout winter operations.

A request was received regarding if residential households were eligible to receive an additional recycling bin. After discussion, the Committee agreed that exceeded capacity of the recycling rollout bins are too be disposed of at the Spoke Transfer Station.

A request was received from Smallman Pharmacy requesting additional garbage bin(s). The Committee determined that the business had been provided with the maximum number of rollout bins for eligible curbside waste collection services; therefore, the Committee recommended the following:

Action: Recommendation RC-2014-034
Moved By: Councillor Doug Jelly

Be it recommended that the Recycling Committee deny Smallman Pharmacy's request for additional 65 gallon garbage bin(s).

8.5 R&D Recycling, North Bay

Previous Discussion

R&D Recycling was the successful bidder on the can sorter. When a representative from the company arrives to pick-up the item, a tour of the Spoke Transfer Station will be provided.

Discussion

The agreement with R&D Recycling is going well. They have installed a weigh scale on site and are currently waiting on the computers to be set-up.

8.6 Non-Residents Recycling

Previous Discussion

Agreements will be created and sent to Harley, Hudson, Armstrong and Cobalt to dispose and process of their recyclable material.

Discussion

Agreements will be created and sent to Harley, Hudson, Armstrong and Cobalt to dispose and process of their recyclable material. It was recommended to include an Appendix of recyclable materials accepted by the City, as well as a section outlining that the City reserves the right to review and amend the processing fee on an annual basis.

8.7 Phippen Waste Management

Previous Discussion

No update.

Discussion

Doug Walsh, Director of Public Works and Steve Burnett, Technical & Environmental Compliance Coordinator met with Randy Phippen, Phippen Waste Management, on December 3rd to discuss collection, landfill and spoke transfer site operations. The proposed increase to the landfill tipping fees was reviewed, as well as the City retaining 100 percent to move towards a full cost recovery system. The Committee discussed compensating Phippen Waste Management for large scale projects, such as from construction or demolition.

Garbage collection routes may need to be modified for inclement weather and slippery conditions for the waste collection vehicle. If changes are necessary, the City will notify the public.

Phippen's are not actively searching for a front-end loader for the collection vehicle.

8.8 Schools & Motels

Previous Discussion

No update.

Discussion

To date, the Timiskaming District Secondary School is the only school to request a single-stream recycling bin from Phippen Waste Management.

8.9 Environmental Compliance Approval (ECA)

Previous Discussion:

Doug Walsh, Director of Public Works and Steve Burnett, Technical & Environment Compliance Coordinator, attended a site visit at the Spoke Transfer Station with the Ministry of the Environment (MOE). The MOE was pleased with the facility and they will provide the City with an Order for its operation. They also reviewed the draft ECA application and provided their comments, as well as discussed the process of accepting recyclable material that was generated and transported from outside of Ontario.

Discussion:

The ECA application is complete and was reviewed by the Ministry of the Environment (MOE). The MOE will also provide the City with an Order for the Spoke Transfer Station's operation until formal approval of the ECA is completed.

8.10 Assisted Waste Collection Service

Previous Discussion:

To date, five Assisted Waste Collection Service application forms have been distributed to residents and four have been returned. The By-law/Property Standards Officer completed site visits at each location to select the bin locations for collection. These locations are provided to Phippen Waste Management to collect on regularly scheduled days.

Action: Recommendation RC-2014-021

Moved by: **Mayor Carman Kidd**

Be it recommended that:

The Recycling Committee agree to implement the Assisted Waste Collection Service.

Carried.

Discussion:

To date, seven Assisted Waste Collection Service application forms have been distributed to residents and five have been returned.

8.11 Ratepayer Comments

Previous Discussion:

The Committee discussed some of the ratepayer comments and questions regarding the enhanced curbside pick-up program.

Discussion:

None.

8.12 Draft Solid Waste Management By-law

Previous Discussion:

The draft Solid Waste Management By-Law No. 2013-195, will be provided to the Committee at the next regular meeting for review.

Discussion:

The Committee received an electronic copy of the Draft Solid Waste Management By-law No. 2013-195 for their review. The Committee reviewed the amended and/or updated sections since first and second reading occurred, and provided suggestions for the document.

Action: Recommendation RC-2014-035
Moved by: **Mayor Carman Kidd**

Be it recommended that:

The Recycling Committee bring the revised Solid Waste Management By-law to Council for review at a Special Meeting in January of 2015.

9.0 New Business

9.1 Billing Structure

Discussion:

The billing structure will be discussed at a later date.

10.0 Administrative Reports

- None

11.0 Closed Session

- None

12.0 Next Meeting

The next regular meeting is scheduled for Thursday, January 15, 2015 to commence at 1:00 p.m. in the New Liskeard Boardroom.

13.0 Adjournment

Action: Recommendation RC-2014-036
Moved by: **Councillor Doug Jelly**

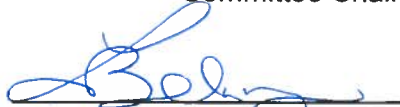
Be it recommended that:

1. The Recycling Committee meeting is adjourned at 4:31 p.m.

Carried



Committee Chair



Recorder

1.0 CALL TO ORDER

The meeting was called to order at 9:02 a.m.

2.0 ROLL CALL

PRESENT:	Mayor Carman Kidd; Councillor Jeff Laferriere; Christopher Oslund, City Manager; Shelly Zubyck, Director of Corporate Services; Laura Lee Macleod, Treasurer; Kelly Conlin, Executive Assistant
REGRETS:	Councillor Danny Whalen
OTHERS PRESENT:	

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Under New Business: Appointment of the Committee Chair

4.0 APPROVAL OF AGENDA

Recommendation CS-2014-028

Moved by: **Mayor Carman Kidd**

Be it recommended that:

1. The Corporate Services Committee agenda for the December 11, 2014 meeting be approved as printed

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2014-029

Moved by: **Mayor Carman Kidd**

Be it recommended that:

1. The Corporate Services Committee minutes of the July 8, 2014 meeting be adopted as presented.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

- None

8.0 NEW BUSINESS

8.1 Appointment of Committee Chair

The committee has elected Councillor Jeff Laferriere as Chair of the Corporate Services Committee for the term of Council.

8.2 Lease Agreement – Temiskaming Speaker

Shelly Zubycck, Director of Corporate Services reviewed an upcoming lease with Temiskaming Printing Office (Temiskaming Speaker) for use of space at the New Liskeard Fire Hall. Shelly informed the committee that the lease will be retroactive to June 2014 which is when the tenant occupied the space.

8.3 2015 Budget Process

Chris Oslund, City Manager and Laura Lee Macleod, Treasurer, reviewed the current budget process and requested feedback from the committee in regards to council's engagement in the process and if they would like to see any changes. Laura Lee reviewed the presentation and the 2014 levy, tax rates, revenue breakdowns and assessment growth. The draft 1 presentation will be at a special meeting around January 26/27, 2015 for the operations budget. Laura Lee also explained that council will be presented with various scenarios in regards to taxation.

9.0 CLOSED SESSION

Recommendation CS -2014-030

Moved by: Councillor Jeff Laferriere

Be it recommended that:

The Corporate Services Committee convene into Closed Session at 3:04 p.m. to discuss the following matters:

- a) Labour relations or employee negotiations under Section 239 (2) (d) of the Municipal Act, 2001.

CARRIED

Recommendation CS-2014-031

Moved by: Councillor Jeff Laferriere

Be it recommended that:

The Corporate Services Committee rise without report at 3:27 pm

CARRIED

10.0 SCHEDULE OF MEETINGS

- To be determined

11.0 ADJOURNMENT

Recommendation CS-2014-032

Moved by: **Mayor Carman Kidd**

Be it recommended that:

1. The Corporate Services Committee meeting is adjourned at 3:35 pm

CARRIED

Committee Chair

Recorder

1.0 Call to Order

The meeting was called to order at 9:04 a.m.

2.0 Roll Call

Present:	Mayor Carman Kidd; Councillor Doug Jelly; Doug Walsh, Director of Public Works, Steve Burnett, Technical and Environmental Compliance Coordinator; Mitch Lafreniere, Manager of Physical Assets, Jamie Sheppard, Roads Superintendent; Robert Beaudoin, Environmental Superintendent and Kelly Conlin, Executive Assistant
Regrets:	Christopher Oslund, City Manager
Others Present:	

3.0 Review of Revisions or Deletions to Agenda

- None

4.0 Approval of Agenda

Action: Recommendation PW-2015-01
Moved by: **Councillor Doug Jelly**

That the Public Works Committee agenda for the January 15, 2015 meeting be approved as printed.

Carried

5.0 Disclosure of Pecuniary Interest and General Nature

- None

6.0 Review and Adoption of Previous Minutes

Action: Recommendation PW-2015-02
Moved by: **Mayor Carman Kidd**

That the Public Works Committee Minutes for the November 21, 2014 meeting be adopted as printed.

Carried

7.0 Public Presentations

- None

8.0 Unfinished Business

8.1 Grant Drive at Hwy 65 East

Previous Discussion:

Based on the existing manure pit located to the east of the property, OMAFRA has established a buffer zone of 517m. The City is in possession of the appraisal estimate and an offer to purchase will be drafted to RIOCAN corporate.

Discussion:

Doug Walsh, Director of Public Works reported that the offer to purchase is with the City Solicitor and will be sent from their office.

8.2 Asset Management

Previous Discussion:

More information will be made available at the Building Maintenance meeting.

Discussion:

The Asset Management plan was presented in significant detail to Council and is currently being circulated for Council's review and comment. The financial components of the asset management plan will be included in the 2015 budget.

8.3 Wilson/Armstrong Property – Drainage

Previous Discussion:

The letter has been drafted and signed, will be sent early next week.

Discussion:

Steve Burnett will follow up with the owner of the property regarding the letter that was sent.

8.4 LED Street Lighting

Previous Discussion:

The LED upgrading will be included in the 2015 budget process. No RFP has been released as of yet, due to the changes being made to the funding.

Discussion:

Mitch Lafreniere will be meeting with a new contractor regarding the installation of lights. Mitch has experienced difficulty getting accurate information from Hydro One and the OPA regarding cost and incentives. The committee suggested that perhaps a staggered replacement of the lights would be the best approach and monitor the cost savings in the replacement area prior to replacing another section of town.

8.5 AMEC – New Waste Management Capacity

Previous Discussion:

No update

Discussion:

Steve Burnett has spoken with Tim McBride of AMEC and will be scheduling a conference call with Mary Kelly, Tim and Steve regarding the new waste management capacity. The studies for 2014 have been completed.

8.6 Beach Garden Development Sanitary Sewer Servicing

Previous Discussion:

The zoning amendment was presented at a Special meeting of Council on November 6th. The 20—day appeal period will end on December 2, 2014.

Discussion:

Doug Walsh reported that the City has not yet received any information in regards to ministry approvals. It was also noted that should the city be required to perform any work on upgrades to the underground infrastructure, it will not occur until October 2015.

8.7 Access Control Policy – Entrance Permits

Previous Discussion

The City's main contact for the entrance permits has retired. Kelly Conlin, Executive Assistant, will contact Grant Farms to inquire as to who the City's new contact will be.

Discussion:

For the time being, the General Manager of Grant Farms, Jim Bolesworth, will be the City's main contact for entrance permits. A meeting will be set up in the spring.

8.8 Solid Waste Management – Draft By-law

Previous Discussion

Steve Burnett, Technical and Environmental Compliance Coordinator reported that the solid waste by-law is nearing completion. A draft copy for review will be made available prior to the next Recycling Committee meeting.

Discussion:

Steve Burnett presented to Council on January 13th and the by-law has had first and second reading. It is currently open to the public for comments.

8.9 Dymond Business Park – Left Turning Lane (changed from Ditching)

Previous Discussion

Steve Burnett, Technical and Environmental Compliance Coordinator indicated that one lift of asphalt had been put down and the remaining will be placed in 2015. EXP is still investigating the ditch/exposed culvert and the construction of the storm water management pond will begin shortly.

Discussion:

Doug Walsh reported that the job is progressing and the exposed water line is being addressed. The storm water management pond is in place and a majority of the work should be completed by the end of next week. Steve and Doug will work on finalizing the agreement with MacKewn transport.

8.10 Lorne St. and FPT 26 lot Subdivision Update

Previous Discussion

Doug Walsh received an email update from Pedersen's for follow-up, however to date, no work has been completed. Doug will follow up with Pedersen.

Discussion:

Doug Walsh reported that Pederson Construction was on site prior the end of 2014 and performed some cleanup work. Work in the FTP 26 lot subdivision should be starting within the next week.

8.11 Ditch Canadian Solar

Previous Discussion

Doug Walsh, Director of Public Works, reported that he has spoken with ABB in regards to the temporary road and the storm water management plan, which is now in place. With the removal of the temporary road, there should be less water going down the hill.

Discussion:

In the spring, staff will be able to determine what there is for runoff and if there will be any grass seeding required.

8.12 Public Works Staff Training

Previous Discussion

No update

Discussion:

Doug Walsh reported the following items in regards to training of Public Works Staff

- Joint H&S part 2 certification – next week
- Part 2 training W/S – Feb 17/18
- Mandatory re-certification for Standard of Care training (Training performed by rep from Walkerton – hosted by Temiskaming Shores)

8.13 Public Works Department Update

Previous Discussion

Robert Beaudoin, Superintendent of Environmental Services reviewed the year to date water break analysis and stated that 2014 could be a record breaking year for water breaks. The committee discussed the inclusion of a backhoe purchase for 2015 as a comparison to paying for a rental with every water break. Mitch Lafreniere, Manager of Physical Assets will do some preliminary pricing to provide the committee with an idea of cost.

Discussion:

Mitch Lafreniere contacted 3 suppliers of backhoes to get an idea on what the City would be looking at for pricing or leasing a backhoe. There has been no formal process as of yet, as this item has not been discussed as part of the 2015 budget. Mitch, Steve and Doug will speak with Chris Oslund and the accounting department to determine if a request would be worthwhile in the Operating Budget for 2015.

8.14 Build Canada Fund

Previous Discussion:

Doug Walsh, Director of Public Works is currently working on Phase II applications.

Discussion

No update. Notification could be received sometime in February.

8.15 Firstbrook Line Road

Previous Discussion:

Letters to the Ministry of Transportation and TransCanada Energy have been sent from the Clerk's Department in an effort to reestablish the agreement that was once in place.

Discussion:

No update. A delegation request was made to the Minister of Transportation to discuss the agreement. Staff will confirm with the Clerk to determine if a confirmation has been received.

8.16 Entrance Signs

Previous Discussion:

Mitch Lafreniere, Manager of Physical Assets reported that the signs are now complete, however, there is a problem with the solar lights on the Highway 11 sign (south). A contractor will be working on the lights; however, Mitch will investigate options for the long term.

Discussion:

Mitch Lafreniere reported that the solar lights on the entrance signs are still not working correctly. He will be disconnecting the lights at the back of the signs.

8.17 Bucke Park Water System

Previous Discussion:

Steve Burnett, Technical and Environmental Compliance Coordinator reported that the acquisition of treatment equipment and installation of the distribution system will be done in the Spring of 2015.

Discussion:

Steve Burnett and OCWA are currently investigating treatment options for the water system. Work will commence in the Spring.

8.18 Traffic Detours

Previous Discussion:

A meeting with Gordan Rennie, MTO Public Relations Officer will occur in early 2015.

Discussion:

This item will be discussed at the Ontario Good Roads as part of a delegation request to the Ministry of Transportation.

9.0 **New Business**

9.1 2015 Roads Program

Discussion:

Doug Walsh and Steve Burnett met with Brit from Miller Paving in regards to potential road work for 2015 and beyond. Discussions were had regarding the following roadways for reconstruction or resurfacing in 2015

- Lakeshore Road – from the Edgewater Motel to north of Cottage Road
- Peters Road: Re-stabilization
- Surface treatment on Toblers Road
- Sections of Niven St (Haileybury)
- Albert St. from Niven to Rorke
- Cross walks – Haileybury (staggered 2015/2016)

9.2 Uno Park Bridge

Discussion:

Doug Walsh reported that the Township of Harley have voted in favour of a 1.73 million dollar proposal for the replacement cost for the Uno Park bridge. An admin report with more information will be provided to Council at the February 3rd meeting of Council, as this is a cost sharing, partially funded project between the provincial funding, Temiskaming Shores and the Township of Harley.

10.0 **Administrative Reports**

- Contractual Agreement – Phippen Waste Management (Feb 3rd Meeting)

11.0 Closed Session

Recommendation PW-2015-03

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee convene into Closed Session at 10:22 a.m. to discuss the following matters:

- a) Labour relations under Section 239 (2) (d) of the Municipal Act, 2001.

CARRIED

Recommendation PW-2015-04

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee rise without report at 10:49 a.m.

CARRIED

12.0 Next Meeting

The next meeting of the Public Works Committee is scheduled February 12, 2015 at 10:00 AM at City Hall in the New Liskeard Boardroom.

13.0 Adjournment

Action: Recommendation PW-2015-05

Moved by: **Mayor Carman Kidd**

That the Public Works Committee meeting be hereby adjourned at 11:00 am

CARRIED

Committee Chair

Recording Secretary

Memo

To: Mayor and Council
From: Karen Beauchamp, Director Community Growth and Planning
Date: February 3, 2015
Subject: Solar Projects on Prime Agricultural Lands CLI Class 1-3 Soils
Attachment: **Appendix 01:** Feed-In Tariff program, FIT Rules
Appendix 02: CLI Map Northeastern Ontario
Appendix 03: CLI Map Ville-Marie
Appendix 04: Draft Resolution

Mayor and Council,

Over the past five years or so, the City has seen an increase in Solar Project development which includes: the construction of solar projects on Prime Agricultural Lands, as well as solar companies purchasing and leasing prime agricultural land from farmers for future solar projects. When a solar project is constructed on Prime Agricultural Lands, the lands are taken out of production or farming for the life of the contract.

The Township of Dymond Official Plan, which was adopted in 1989 and the Draft City of Temiskaming Shores Official Plan have policies that recognize the importance of agriculture to Temiskaming Shores, protect Prime Agricultural Lands for farming, and prohibit non-farm development. In accordance with the Green Energy Act, local Official Plan and Zoning policies do not apply to solar energy projects, including those under the following Feed-in Tariff (FIT) programs: MicroFIT (up to 10kW); Constrained MicroFIT (50 MicroFIT projects on a single property); and FIT (up to 500kW). The City has no ability to protect Prime Agricultural Lands from solar projects up to 500kW. Currently, Constrained MicroFIT projects in the City consist of pole mounted solar panels that are using 7 – 10 acres of land for each project.

Section 2.3 of the FIT rules (Version 3.0, dated October 29, 2013) prescribes the specific eligibility requirements for non-rooftop solar projects and states that solar projects are not permitted on Canadian Land Inventory (CLI) Organic Lands or CLI Class 1 to 3 Lands. If part of a property has CLI Organic Lands or CLI Class 1 to 3 Lands, a solar project is not permitted on the portion of the property that has CLI Organic Lands or CLI Class 1 to 3 Lands. Section 3.8 of the FIT rules requires a land evaluation study and peer review process as set out by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) to demonstrate that no part of the site is located on CLI Organic Lands or CLI Class 1 to 3 Lands. The FIT Rules are attached as Appendix 01.

The current CLI maps located on the FIT Program website indicates that lands in the City of Temiskaming Shores and the majority of Northeastern Ontario are “unclassified” based on mapping that was provided by OMAFRA. A copy of the map for Northeastern Ontario is attached as Appendix 02. Solar projects up to 500kW are permitted on “unclassified” lands as of right. However, the Canadian Land Inventory, Soil Capability for Agriculture map, Ville-Marie, Quebec-Ontario, Scale 1:250,000, dated 1973 indicates that there are large areas with predominately CLI Class 2 and 3 soils in the City of Temiskaming Shores. The CLI Map for Ville-Marie is attached as Appendix 03.

In order that the City of Temiskaming Shores’ Prime Agricultural Lands with CLI Class 1 to 3 soils are afforded the same protection as Prime Agricultural Lands in other parts of the Province with CLI Class 1 to 3 soils, it is recommended that:

1. Council request that the Minister of Energy amend the Constrained MicroFIT and FIT program criteria to require that on “unclassified” lands in the Prime Agricultural Lands designation in the City of Temiskaming Shores, a land evaluation study and peer review be required to demonstrate that no part of the Site is located on CLI Organic Lands, or CLI Class 1 – 3 Lands.
2. Council request that the Minister of OMAFRA update the CLI Mapping for the City of Temiskaming Shores.

A draft resolution for Council’s consideration is attached as Appendix 03.

There are also Prime Agricultural Lands designated in surrounding municipalities and unorganized townships in the Timiskaming District that should be afforded the same protection in order that the Prime Agricultural Area in the District can continue to thrive. The municipalities include Charlton, Dack, Evanturel, Armstrong, Hilliard, Brethour, Harley, Casey, Hudson, Harris and Kerns. The territories without municipal organization of Beauchamp and Henwood Townships also have CLI Class 2 and 3 soils. It is recommended that once Council passes the resolution that it be forwarded to the surrounding municipalities, as well as MPP John Vanthof, the Northern Ontario Farm Innovation Alliance (NOFIA), Timiskaming Federation of Agriculture and the Temiskaming Municipal Association for their support.

Jointly prepared by:

and by:

Reviewed and submitted for
Council’s consideration by:

“original signed by”

“original signed by”

“original signed by”

Jennifer Sandham
Planner

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

Christopher W. Oslund
City Manager



FEED-IN TARIFF PROGRAM

FIT RULES Version 3.0

October 29, 2013

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Incorporated Appendices

Appendix 1 – Standard Definitions, Version 3.0

SECTION 1 – INTRODUCTION

1.1 Background to the FIT Program

The Ontario Power Authority has developed this Feed-In Tariff Program for the Province to encourage and promote greater use of renewable energy sources including On-Shore Wind, waterpower, Renewable Biomass, Biogas, landfill gas and solar (PV) for electricity generating projects in Ontario. The fundamental objective of the FIT Program, in conjunction with the *Green Energy and Green Economy Act, 2009* (Ontario) and Ontario's Long Term Energy Plan, 2010 is to facilitate the increased development of Renewable Generating Facilities of varying sizes, technologies and configurations via a standardized, open and fair process.

Pursuant to the June 12, 2013 Direction issued by the Minister of Energy, going forward the FIT Program will be open only to Small FIT Projects. A Small FIT Project is a "capacity allocation exempt small embedded generation facility" as defined in the Distribution System Code. Generally this means a Project that is connected to a Distribution System and has a proposed Contract Capacity of 250 kW or less (if connected to a less than 15 kV line) or 500 kW or less (if connected to a 15 kV or greater line), and that is not a microFIT Project. Applicants must refer to the Distribution System Code for the full details of the definition of "capacity allocation exempt small embedded generation facility", which may be found at <http://www.ontarioenergyboard.ca>.

Projects that are 10 kW or less in Contract Capacity may not apply to the FIT Program but may apply under the microFIT Program and should refer to the Website, which contains the rules for this streamlined process.

Pursuant to the July 11, 2012 and June 12, 2013 Directions issued by the Minister of Energy, the OPA was directed to develop a pilot program, and to launch this pilot program simultaneously with the FIT Program, for solar (PV) projects anticipated to be built on yet-unconstructed buildings. In accordance with these Directions, the OPA has developed the Unconstructed Rooftop Solar Pilot ("URSP") which is integrated into and forms part of the FIT Program.

This document contains the rules ("FIT Rules, Version 3.0") with respect to the FIT Program, Version 3, which will be reviewed periodically and may be amended in accordance with Section 10.

Version 3 of the FIT Program was implemented pursuant to Directions issued by the Minister of Energy. The Directions were issued in exercise of statutory powers under Sections 25.35 and 25.32 of the *Electricity Act*.

The OPA will maintain application forms, the FIT Contract and detailed instructions on how to apply to the FIT Program, on the Website.

All capitalized terms in these FIT Rules are defined in Appendix 1 – Standard Definitions available on the Website and incorporated hereto.

1.2 Participation in the FIT Program

To participate in the FIT Program, Applicants must be willing to make necessary investments in their facilities, including the connection and metering costs, bear certain ongoing costs and risks of operation and maintenance, and enter into a FIT Contract with the OPA pursuant to which the

Supplier will be paid for Electricity delivered from its generating facility for a long-term payment period, in accordance with the terms of the FIT Contract.

Applicants must comply with Laws and Regulations, including for greater certainty the Distribution System Code and the IESO Market Rules, as each may be applicable. Applicants must also acknowledge the important role that effective consultation with Aboriginal communities may play in the successful planning, development and operation of generating facilities and must be prepared to undertake their appropriate role in such consultations and address the interests or concerns of such communities in good faith and in compliance with Laws and Regulations. Applicants must be aware of required approvals, including environmental approvals, that may be required prior to construction of their facilities.

The OPA encourages Aboriginal, community, municipal, school, hospital, university, public transit services, and Metrolinx Projects under the FIT Program and these rules provide incentives for Projects involving such groups. These rules also provide incentives for Applicants to engage Local Municipalities and Aboriginal communities where Projects are proposed.

Although the FIT Program and the *Green Energy and Green Economy Act, 2009* (Ontario) are intended to promote and facilitate the connection of renewable generating facilities in an efficient manner, Applicants are cautioned that in certain areas of the Province it is not currently economically or technically feasible to connect additional generating facilities to a Distribution System. For this reason, Projects in these areas that are otherwise eligible to participate in the FIT Program may not be able to obtain a FIT Contract. Applications will be screened for sufficient transmission and distribution availability as set out in Section 6 in relation to each Project specifically and under the FIT Program during the relevant Application Period generally. If the Application does not pass such screening, the Application will not receive an Offer Notice and the Application will be Terminated.

The issuance of Offer Notices during an Application Period will be subject to a maximum amount of MWs (“**Procurement Targets**”) and Contract Capacity Set-Asides to be procured under the FIT Program during an Application Period. The Procurement Targets and Contract Capacity Set-Asides will be posted on the Website.

The OPA intends from time to time to announce Application Periods during which Applications may be submitted.

1.3 Overview of FIT Program Requirements and Process

This section of the FIT Rules contains an overview of the FIT Program eligibility requirements, application requirements, requirements to establish eligibility to be a CCSA Eligible Project or obtain Priority Points, and the OPA’s evaluation process. Applicants must refer to the more detailed sections of the FIT Rules for complete details. In the event there is any inconsistency between this Section 1.3 and the remainder of the FIT Rules, the remainder of the FIT Rules and not this Section 1.3 shall prevail.

(a) Eligibility

Each Application must meet the eligibility requirements (that are applicable to all Projects) listed in Section 2.1. Applications for Solar (PV) Projects must also meet the eligibility requirements listed in Section 2.2. Applications for Non-Rooftop Solar Projects must also meet the eligibility requirements listed in Section 2.3. In addition to the eligibility requirements in Sections 2.1 and

2.2, Solar (PV) Projects on an Unconstructed Building must meet the eligibility requirements listed in Section 2.4. Applications for Rooftop Solar Projects, in addition to the eligibility requirements in Sections 2.1 and 2.2, must also meet the eligibility requirement listed in Section 2.5.

If an Application does not meet all of the eligibility requirements that are applicable to the type of Project applied for, the Application will not be eligible to participate in the FIT Program and the Application will be Terminated.

Before submitting an Application, Applicants are strongly urged to satisfy themselves with the assistance of their professional and technical advisors that the Application complies with the applicable eligibility requirements and that all documentation and information that is required to be submitted to establish eligibility can be obtained and submitted within the time required by these FIT Rules. The OPA will not discuss a proposed Application or Project with an Applicant nor confirm or validate whether an Application or Project complies with the FIT Rules. The OPA, however, may post common questions and answers on its Website

(b) Application Requirements

There are a number of requirements relating to Application materials and how an Application is submitted. These requirements must be met in order for an Application to be considered complete. The requirements are contained in Sections 3.1 and 3.2, and Sections 3.5 to 3.10 inclusive, and relate to how and when an Application is submitted, and what documents, information and forms are required to be submitted. If an Application does not comply with the requirements in these sections, the OPA will not accept the Application and the Application will be Terminated.

There continues to be a high level of interest in the FIT Program. The OPA expects to receive a large number of Applications and in order to efficiently and consistently review all Applications, the Application requirements need to be complied with. These requirements enable the OPA to efficiently review Applications to determine eligibility and maintain a robust and ordered review. Most of the required information, documents and forms establish an Application's eligibility. In addition to the Application requirements that are applicable to all Applications, there are specific Application requirements that are only applicable to certain types of Projects, for example Non-Rooftop Solar Projects.

The OPA expects to receive a large volume of Applications. If an Applicant has failed to provide necessary information or documentation or has not met the applicable Application requirements, the OPA does not intend to provide the Applicant with an opportunity to correct any oversights or areas of non-compliance.

(c) Requirements to establish eligibility for Contract Capacity Set-Aside and Priority Points

A maximum amount of MWs of contract capacity will be set aside out of the total Procurement Target for each of the following categories of projects:

- (i) Community CCSA Projects;
- (ii) Aboriginal CCSA Projects; and
- (iii) Municipal or Public Sector Entity CCSA Projects.

URSP Projects are not eligible to be included in a Contract Capacity Set-Aside.

Applicants may apply for a Project to be a CCSA Eligible Project. If a Project is determined to be a CCSA Eligible Project, it will be assessed for connection availability through the TAT and the DAT prior to non-CCSA Eligible Projects, subject to the maximum Contract Capacity Set-Aside for the particular category being reached. When the maximum Contract Capacity Set-Aside is reached in a category, any CCSA Eligible Project in that category not yet assessed will be assessed together with all non-CCSA Eligible Projects.

Priority Points, and in the case of a tie an Application's time stamp, determine the order in which Applications are assessed for connection availability through the TAT and the DAT, whether within a Contract Capacity Set-Aside or not.

If an Applicant applies to have a Project designated as a CCSA Eligible Project or applies to receive Priority Points, there are additional forms and information that an Applicant will need to submit with its Application. The forms and information are necessary to establish that the Project qualifies to be designated as a CCSA Eligible Project or is eligible to receive Priority Points. If a required form is not provided or is provided but does not establish eligibility to be a CCSA Eligible Project or to receive Priority Points, the Project may still be eligible to participate in the FIT Program but will not be designated a CCSA Eligible Project or will not be assigned the applicable Priority Points.

The OPA intends to assess the connection availability of URSP Projects prior to any other Project.

(d) Evaluation Process

Applications will be evaluated according to the process described in Section 4.1 of these FIT Rules and Applicants should review that Section. At a high level, the evaluation process is as follows:

Stage 1 – Application Requirements

Stage 2 – Eligibility Requirements

Stage 3 – Determination of CCSA Eligible Projects and Ranking of all Projects (including URSP Projects)

Stage 4 – Connection Availability for URSP Projects

Stage 5 – Connection Availability for CCSA Eligible Projects

Stage 6 – Connection Availability for other Projects

SECTION 2 – PROJECT ELIGIBILITY REQUIREMENTS

2.1 Eligibility Requirements applicable to all Projects

To be eligible to participate in the FIT Program, the following eligibility requirements must be met:

- (a) a Project must be capable of constituting a Renewable Generating Facility;

- (b) a Project must be a Small FIT Facility;
- (c) a Project must not have been the subject of a physical or financial power or capacity purchase contract relating to the generation of Electricity (which, for greater certainty, includes Standard Offer Contracts), or other form of contract relating to Electricity or Related Products (a “**Prior Contract**”), unless such Prior Contract was terminated more than 12 months before the date that an Application in respect of such Project was submitted to the OPA, or as otherwise consented to by the OPA in writing in its discretion;
- (d) a Project must not comprise an Incremental Project;
- (e) a Project must not comprise a Behind-the-Meter Project;
- (f) the Application, other than an Application for a URSP Project, must have received at least one point under Section 5 pursuant to the Priority Points Table;
- (g) a Project must not be located on the same Deemed Single Property as a Renewable Generating Facility developed under the microFIT Program that uses the same Renewable Fuel as the Project unless the Renewable Generating Facility is the subject of a microFIT Contract with the OPA as of the date the Application is submitted (the location of a Project or Renewable Generating Facility shall not include its Connection Line for the purposes of this provision);
- (h) a Project must directly connect to a Distribution System Feeder;
- (i) except in the case of a waterpower Project, a Project must not be located 50 kilometres or more from the proposed Connection Point, as measured from the point on the Site (as proposed in the Application) closest to such proposed Connection Point. For clarity, such proposed Connection Point must be located on the Distribution System in existence at the date of the Application. A Project shall not be configured for the purpose of avoiding such 50 kilometre requirement. Whether the Project is configured for such purpose shall be determined by the OPA in its reasonable discretion. If the OPA determines that a Project has been configured to avoid such requirement, the Project shall be deemed to have not met this eligibility requirement;
- (j) the aggregate proposed Contract Capacities of all Projects and any Renewable Generating Facilities that use the same Renewable Fuel, that are under contract with the OPA or the Ontario Electricity Financial Corporation, and that are located, or proposed to be located, on a Deemed Single Property may not exceed 2 MW;
- (k) subject to Sections 2.1(c), 2.1(d), 2.1(g) and 2.1(j), an Application may only be submitted in respect of a Project that is to be located on the same Deemed Single Property as another existing or proposed Renewable Generating Facility (“**Other Facility**”):
 - (i) that is the subject of:

- (A) an Application pursuant to the FIT Program by the Applicant or any Applicant Related Person; or
 - (B) a FIT Contract or any other contract between the OPA or the Ontario Electricity Financial Corporation and the Applicant or any Applicant Related Person; and
- (ii) that uses the same Renewable Fuel as such Project,
- if:
- (iii) the Other Facility:
 - (A) is a Project that is the subject of an Application submitted during the same Application Period as the Application; or
 - (B) has achieved Commercial Operation;
- (iv) the Project and the Other Facility are separately metered;
- (v) for a Project that is not a Rooftop Solar Project the aggregate proposed Contract Capacities of:
 - (A) the Project; and
 - (B) the Other Facility (and any further Other Facility) that is a Project submitted during the same Application Period as the Application,

is less than or equal to 500 kW; and
- (vi) for a Rooftop Solar Project the aggregate proposed Contract Capacities of:
 - (A) the Project; and
 - (B) the Other Facility (and any further Other Facility) that is a Project submitted during the same Application Period as the Application,

is less than or equal to 2 MW and there is less than or equal to 500 kW located on any one Existing Building or Unconstructed Building.

In such circumstances:

- (vii) the proposed Contract Capacities of the Project and the Other Facility (and any further Other Facility) that is a Project submitted during the same Application Period shall be aggregated for the purposes (and for no other purposes) of determining the Contract Price applicable to all such Projects, and the Contract Price shall be the same for all such Projects; and

- (viii) the proposed Contract Capacities of the Project and the Other Facility that either is the subject of an Application submitted during a prior Application Period or is another type of Renewable Generating Facility, shall not be aggregated for the purposes of determining the Contract Price applicable to the Project, and the Contract Price for the Project shall be determined (subject to the applicable FIT Contract and these FIT Rules) without reference to the price applicable to, or proposed Contract Capacity of, such Other Facility;
- (l) an Application is not eligible if it is in respect of a Project that is the same or substantially similar to a Project that is the subject of another Application (the “**Prior Application**”) previously submitted during the same Application Period, unless such Prior Application had been withdrawn pursuant to Section 3.4 prior to the submission of the Application Form for the subsequent Application. Whether a Project is the same or substantially similar to another Project will be determined by the OPA in its discretion and will include a consideration of ownership (including ownership by Applicant Related Persons), Economic Interest, location (including whether located on the same Deemed Single Property), equipment, Renewable Fuel or any other features;
- (m) an Application is not eligible if a Connection Impact Assessment has been applied for in respect of the Project that is the subject of the Application if,
 - (i) prior to submitting the Application, such Connection Impact Assessment has not been rescinded and any associated Connection Cost Agreement terminated in respect of the Project; or
 - (ii) subsequent to submitting the Application and prior to executing a FIT Contract a Connection Impact Assessment is applied for in respect of the Project that is the subject of the Application.

This eligibility requirement does not apply (i) in respect of Renewable Generating Facilities that were connected to a Distribution System prior to the Application Start Date and (ii) unless the OPA consents in writing in its discretion; and

- (n) the Applicant must have one of the following rights to the Site (“**Access Rights**”) (Applicants for a URSP Project should note that the definition of Site is different for URSP Projects which may affect Access Rights):
 - (i) the Applicant holding:
 - (A) title, or an option that provides the contractual right to acquire title, or
 - (B) a lease, or an option or agreement to lease, that provides the Applicant the contractual right to build, operate and maintain the Project and the Facility, which lease or option or agreement to lease has, or in the case of an option would if exercised have, a term that is no less than the Term of the FIT Contract;

except that:

- (C) for any of the above where the grant is conditional, such grant may only be conditional on the Applicant being offered a FIT Contract, or otherwise conditional in favour of (x) the Applicant, (y) the Crown, or (z) a First Nation Community with respect to lands that are within the meaning of paragraphs (a)(i), (ii) or (iii) of the definition of First Nation Lands; and
 - (D) for any of the above that are in the form of an option, such option must be irrevocable by the grantor and exercisable by the Applicant from the Application Date to a date that would be the Milestone Date for Commercial Operation for the Project assuming the Applicant enters into a FIT Contract 12 months following the Application End Date;
- (ii) in addition to the rights in Section 2.1(n)(i), Access Rights may include the Applicant holding:
- (A) a license that provides the Applicant the contractual right to build, operate and maintain the Project and the Facility, which license has a term that is no less than the Term of the FIT Contract;

except that:

- (B) for a license that is conditional or revocable, the license may only be revocable due to the Applicant not being offered a FIT Contract, or conditional on the Applicant being offered a FIT Contract, but otherwise may be conditional in favour of (x) the Applicant, (y) the Crown, or (z) a First Nation Community with respect to lands that are within the meaning of paragraphs (a)(i), (ii) or (iii) of the definition of First Nation Lands;
- (iii) where an Application is in respect of a Project on federal Crown lands, in addition to the rights in Sections 2.1(n)(i) and 2.1(n)(ii), Access Rights may include a "Priority Permit" issued pursuant to the *Dominion Water Power Act* (Canada), or equivalent binding commitment from the federal Crown;
- (iv) where an Application is in respect of provincial Crown lands (in whole or in part), in addition to the rights in Sections 2.1(n)(i) and 2.1(n)(ii), the Applicant has been awarded Applicant of Record Status, or the Applicant's Application has met the requirements in Section 3.6(b); or
- (v) where an Application is in respect of a Project on lands that are within the meaning of paragraphs (a)(i), (ii) or (iii) of the definition of First Nation Lands, the Applicant has the right to build, operate and maintain

the Project and the Facility on the Site for a period of time that is no less than the Term of the FIT Contract.

2.2 Solar (PV) Project Specific Eligibility Requirement

For a Solar (PV) Project, which for certainty in this Section 2.2 includes a URSP Project, in addition to the eligibility requirements in Section 2.1 (and Section 2.3 for a Non-Rooftop Solar Project), and any other applicable eligibility requirements set out in Sections 2.4 and 2.5, as the case may be:

- (a) the sum of the manufacturer's capacity ratings (in DC kW) for normal operation (e.g. continuous output ratings) of the solar modules (i.e. panels) proposed for the Project;

may not exceed 120% of:

- (b) the sum of the manufacturer's capacity ratings (in AC kW) for normal operation (e.g. continuous output ratings) of the inverters proposed for the Project.

2.3 Non-Rooftop Solar Project Specific Eligibility Requirements

For a Non-Rooftop Solar Project, in addition to the eligibility requirements in Section 2.1 and Section 2.2, the following eligibility requirements must be met:

- (a) the Project must not have its Site located on one or more Properties that are comprised in whole or in part of Specialty Crop Areas at the time of the Application's Time Stamp, unless the Property(ies) comprised in whole or in part of Specialty Crop Areas are lands within the meaning of paragraph (a)(i), (ii) or (iii) of the definition of First Nation Lands;
- (b) the Project must not have its Site located on one or more Properties that are comprised in whole or in part of CLI Organic Lands at the time of the Application's Time Stamp, unless the Property(ies) comprised in whole or in part of CLI Organic Lands are lands within the meaning of paragraph (a)(i), (ii) or (iii) of the definition of First Nation Lands;
- (c) the Project must not have its Site located on one or more Properties that are comprised in whole or in part of CLI Class 1 Lands, CLI Class 2 Lands or CLI Class 3 Lands, at the time of the Application's Time Stamp, unless the Property(ies) comprised in whole or in part of CLI Class 1 Lands, CLI Class 2 Lands or CLI Class 3 Lands are lands within the meaning of paragraph (a)(i), (ii) or (iii) of the definition of First Nation Lands, or unless the Site is entirely located, at the time of the Application's Time Stamp, on:
 - (i) an airport or aerodrome as indicated on all Local Municipal official plans in effect in each Local Municipality in which the Site is located;
 - (ii) a closed landfill as indicated on all Local Municipal official plans in effect in each Local Municipality in which the Site is located;

- (iii) a federal military installation as indicated on all Local Municipal official plans in effect in each Local Municipality in which the Site is located;
 - (iv) a Contaminated Property;
 - (v) a Property in respect of which: (I) industrial uses are Lawfully Permitted Uses; (II), such Property is being used for industrial uses; and (III) the Non-Rooftop Solar Project would not constitute the Principal Use of such Property; or
 - (vi) in the case of CLI Class 3 Lands, a Property that is owned by a Municipality;
- (d) notwithstanding the restrictions contained in Sections 2.3(b) and (c), in the case where the current map from the Canada Land Inventory indicates that one or more Properties are comprised in part of CLI Organic Lands, CLI Class 1 Lands, CLI Class 2 Lands or CLI Class 3 Lands and lands that are not CLI Organic Lands, CLI Class 1 Lands, CLI Class 2 Lands or CLI Class 3 Lands at the time of the Application's Time Stamp, the proposed generating facility must not have its Site located on the portion of such Property or Properties that is classified as CLI Organic Lands, CLI Class 1 Lands, CLI Class 2 Lands, CLI Class 3 Lands;
- (e) the Project must not have its Site located in whole or in part on a Residential Property that is not an Exempt Residential Property;
- (f) the Project must not have its Site located in whole or in part on a Property that Abuts a Residential Property unless such Residential Property is an Exempt Residential Property;
- (g) notwithstanding the restrictions contained in Sections 2.3(e) and 2.3(f), the Site of a Project may be located:
- (i) entirely (but for clarity, not in part) on Rural-Residential Lands, including where such Rural-Residential Lands Abut a Residential Property; or
 - (ii) entirely on a combination of lands comprised of Rural-Residential Lands (including where such Rural-Residential Lands Abut a Residential Property) and on lands that are not Rural-Residential Lands but on which a Project would otherwise be permitted under this Section 2.3(g) (and for certainty are not ineligible due to Sections 2.3(e) and 2.3(f));

where the Applicant acknowledges in the Prescribed Form and in the Application that it will:

- (iii) comply with the Visual Screening Requirements in respect of such Project; and
- (iv) comply with the Setback Requirements;

following execution of and as set out in the FIT Contract; and

- (h) the Project must not have its Site located in whole or in part on a Property in respect of which commercial uses or industrial uses are Lawfully Permitted Uses if the Project (and one or more other Non-Rooftop Solar Projects) would constitute the Principal Use in relation to existing uses on the Property. Where the Site is located in whole or in part on a Property in respect of which commercial uses or industrial uses are Lawfully Permitted Uses and there is no use of the Property, the Non-Rooftop Solar Project proposed to be located on such Property will be deemed to be the Principal Use of such Property. The date for determining such existing use of a Property is the date that the Prescribed Form provided by the Applicant as required by Section 3.8 is signed.

2.4 Unconstructed Rooftop Solar Project Pilot Specific Eligibility Requirements

For a URSP Project, in addition to the eligibility requirements in Section 2.1 and Section 2.2 the following eligibility requirements must be met:

- (a) as at the Application Date, the proposed Generating Equipment (which for the purpose of this Section 2.4 does not include inverters) must be located entirely on an Unconstructed Building; and
- (b) an Applicant or an Applicant Related Person cumulatively may not submit more than five URSP Applications.

2.5 Rooftop Solar Project Specific Eligibility Requirement

For a Rooftop Solar Project on an Existing Building (for certainty not including a URSP Project), in addition to the requirements in Section 2.1 and Section 2.2, the following requirements must be met:

- (a) the proposed Generating Equipment must be located entirely on an Existing Building; and
- (b) the Existing Building must have sufficient usable surface area for the Project and it is either:
 - (i) suitable to support the Rooftop Solar Project; or
 - (ii) will be suitable to support the Rooftop Solar Project after the implementation of improvements.

SECTION 3 – APPLICATION REQUIREMENTS

3.1 Application Requirements

- (a) An Application must comply with the requirements relating to the submission of an Application contained in Section 3.2. If an Application does not comply with the submission requirements in Section 3.2, it will not be evaluated and will be Terminated.

- (b) In addition to complying with the Application submission requirements contained in Section 3.2, an Application must substantially comply with the requirements in the Sections listed below:
 - (i) for all Applications, Section 3.5;
 - (ii) for a Project on provincial Crown Lands, Section 3.6 (which for certainty is in addition to Section 3.5);
 - (iii) for a waterpower Project, Section 3.7 (which for certainty is in addition to Section 3.5);
 - (iv) for a Non-Rooftop Solar Projects, Section 3.8 (which for certainty is in addition to Section 3.5);
 - (v) for a Rooftop Solar Project on an Existing Building, Section 3.9 (which for certainty is in addition to Section 3.5); and
 - (vi) for a Rooftop Solar Project on an Unconstructed Building, Section 3.10 (which for certainty is in addition to Section 3.5).

The OPA shall determine, in its discretion, whether or not an Application has substantially complied with the requirements listed above.

3.2 Application Submission Requirements

- (a) Applicants who wish to participate in the FIT Program are required to submit an Application to the OPA in accordance with these FIT Rules and any instructions posted on the Website from time to time. The OPA's intention is that such instructions will from time to time give prior notice of a period (the "**Application Period**") during which the OPA will accept Applications.
- (b) The OPA will only accept Applications commencing on the Application Start Date and terminating at 11:59:59 pm EPT on the Application End Date (the "**Application End Time**"). Applications received following such time will not be accepted.
- (c) An Applicant is required to submit both: (i) an electronic Application Form via the Applicant's My FIT Home Page, at which point the Application will be issued a Time Stamp and assigned a FIT reference number; and (ii) a package of hard copy materials in compliance with Section 3.2(d). An Application will be active (and therefore may affect the eligibility of subsequent Applications) from the time the Application Form is submitted until it is withdrawn by the Applicant or Terminated by the OPA. An Application will be active whether or not an Applicant has provided hard copy Application materials to the OPA in addition to the Application Form.
- (d) All evidence and supporting documentation in connection with an Application, other than the Application Form which is submitted electronically, must be delivered in a sealed package in hard copy format to the OPA at 120 Adelaide Street West, Suite 1600, Toronto ON, M5H 1T1, Attention: Feed-In Tariff

Program. The hard copy Application materials must comply with the following requirements:

- (i) all hard copy Application materials must be provided to the OPA no later than five Business Days after the date of the electronic submission of the Application Form (for clarity, such hard copy materials may be submitted after the Application End Time if the Application Form was submitted electronically five or fewer Business Days before the Application End Time);
- (ii) the FIT reference number assigned to the Application must be marked on the sealed package containing the delivered Application materials;
- (iii) the FIT reference number assigned to the Application must be marked on all hard copy Application materials prior to submission to the OPA. For clarity, notwithstanding that the delivered materials may contain documents that were declared, executed or created prior to the Application being assigned a FIT reference number, the Applicant must nevertheless mark such delivered materials with the FIT reference number prior to delivering the materials to the OPA. Each item in the sealed package must be marked with the FIT reference number, including the certified cheque, bank draft or money order for the Application Fee. If an item contains more than one page, only the first page is required to be marked with the reference number;
- (iv) hard copy materials relating to separate Applications must be provided in separate sealed packages and no sealed packages may be marked with more than one FIT reference number;
- (v) Application materials must be provided in hard copy. Reference to materials submitted during prior Application Periods or in connection with a withdrawn Application during the same Application Period, or other documents or websites or other external sources of information not included in the hard copy Application materials, will not be accepted and therefore may result in an Application being incomplete;
- (vi) Prescribed Forms submitted with the Application materials must be in the current form posted on the Website (unless specifically permitted in instructions posted on the Website) and substantially comply with the instructions attached to such form;
- (vii) Prescribed Forms from prior Application Periods may not be resubmitted unless specifically permitted in instructions posted on the Website; and
- (viii) where it is specified in a Prescribed Form, the Applicant must provide the original Prescribed Form. Printouts of scanned documents or photocopies of documents will not be accepted. Apart from the completion of any blanks, bullets or similar uncompleted information in a Prescribed Form, no amendments may be made to the wording of the forms.

- (e) If the OPA does not receive all the required hard copy Application materials by 5:00 p.m. EPT on the fifth Business Day after the day the Application Form was submitted electronically (without prejudice to the requirement that Application Forms be submitted by the Application End Date), the Application will be Terminated, and the Time Stamp, and FIT reference number on the electronic submission of the Application, will be forfeited. The Application Fee will be retained by the OPA for its own account and will not be returned in such circumstances.

3.3 Application Submission Considerations

The following Application submission considerations are not requirements in order for an Application to be considered complete but will assist the OPA in efficiently reviewing the large number of Applications it receives. In this regard, Applicants should:

- (a) submit only one copy of hard copy Application materials;
- (b) not submit a copy of the Application materials on electronic storage media such as a CD-ROM or flash drive;
- (c) staple documents or forms that are multiple pages;
- (d) provide clear divisions between Application materials through the use of dividers or tabbed binders; and
- (e) submit a printout of the Application Form that had been submitted via the Applicant's My FIT Home Page.

3.4 Application Amendment or Withdrawal

- (a) During and following an Application Period, an Applicant may not amend an Application.
- (b) An Applicant may withdraw an Application that has not been Terminated by the OPA by submitting the Prescribed Form to the OPA no later than the earlier of:
 - (i) 60 days following the Application End Time applicable to the Application; and
 - (ii) the date specified in a notice posted on the Website after which Applications submitted during the Application Period applicable to the Application may no longer be withdrawn

For clarity, the Application Fee will not be returned if an Applicant withdraws an Application. A new Application Fee is required to be paid for a new Application for a Project that was the subject of a withdrawn Application.

- (c) Only the Primary Contact may withdraw an Application.

3.5 Application Materials and Requirements Applicable to all Projects

In order to be substantially complete, an Application must include the following:

- (a) an Application Form submitted electronically;
- (b) an application fee (the “**Application Fee**”) in the amount of \$500, which Application Fee is inclusive of GST and is non-refundable regardless of whether the Application is accepted by the OPA. The Application Fee must be provided by certified cheque, bank draft or money order payable to “Ontario Power Authority”. No other forms of payment of the Application Fee will be accepted. For certainty, the OPA will not accept, for example, cash, personal cheques or business cheques. Payment of the Application Fee for multiple Applications may not be combined in one certified cheque, bank draft or money order. The FIT reference number must be marked on the certified cheque, bank draft or money order;
- (c) the Prescribed Form confirming the name and legal status of the Applicant (or entities comprising the Applicant) together with any supporting evidence specified in the form; and
- (d) unless an Application is in respect of a Project that is subject to Section 3.6 in respect of the entirety of its Site, a completed Prescribed Form relating to Access Rights with respect to all lands on which the Site is located, or, only if the Applicant is the sole holder of title to the Site, the Application may include a parcel register or land registry search indicating the Applicant’s title to the Site rather than the completed Prescribed Form. (Applicants for a URSP Project should note the difference in the definition of Site that applies to a URSP Project.)

3.6 **Application Materials and Requirements for Projects on Provincial Crown Lands**

- (a) An Application for a Project whose Site is located in whole or in part on provincial Crown lands in respect of which the Applicant has not been awarded Applicant of Record Status or Access Rights:
 - (i) must include, in the electronic Application Form, in respect of the portion of the Site located on provincial Crown lands, a geographical description of the provincial Crown lands for which the Applicant is seeking Access Rights in the form of Grid Cells or, for waterpower Projects, Waterpower Site Number(s), or in the absence thereof, the GPS co-ordinates of the Site; and
 - (ii) must include with the hard copy Application materials, provided pursuant to Section 3.2(d), a copy of the Crown Land Site Report that must have been submitted to the MNR prior to the submission of the hard copy Application materials.
- (b) For an Application for a Project whose Site is located in whole or in part on provincial Crown lands where the Applicant has not been awarded Applicant of Record Status and does not have Access Rights, the OPA must have been notified by the MNR in writing that the Applicant's Crown Land Site Report referred to in Section 3.6(a) is complete, as determined by the MNR based on its review criteria. Such determination by the MNR shall not, solely by virtue

thereof, provide the Applicant with Access Rights nor Applicant of Record Status.

3.7 Application Materials and Requirements for Waterpower Projects

An Application for a waterpower Project must include a Waterpower Declaration in the Prescribed Form.

3.8 Application Materials and Requirements for Non-Rooftop Solar Projects

An Application for a Non-Rooftop Solar Project must include the following evidence, satisfactory to the OPA:

- (a) other than where the Site is entirely located on lands within the meaning of paragraph (a)(i), (ii) or (iii) of the definition of First Nation Lands, a current map from the Canada Land Inventory (where one exists) showing the CLI map quadrant number(s), Site, and Property or Properties on which the Project is located, whether in whole or in part. Where the higher detail CLI map is not available for the Project location, the lower detail CLI map (referred to as the “index” map) must be provided in which case only the quadrant number(s) must be shown and not the Site and Property or Properties on which the Project is located. The CLI maps are located at <http://www.omafra.gov.on.ca/english/landuse/feed-in-tariffprogram.htm>;
- (b) other than where the Site is entirely located on lands within the meaning of paragraph (a)(i), (ii) or (iii) of the definition of First Nation Lands, for Projects located in one or more Municipalities in which Specialty Crop Areas are located, a current map showing the Speciality Crop Areas indicating the outline of the proposed Site, the outline of the Property or Properties on which the Applicant has Access Rights, and the location of the Specialty Crop Areas in the relevant Municipality or Municipalities. The maps showing Speciality Crop Areas are located at <http://www.omafra.gov.on.ca/english/landuse/feed-in-tariffprogram.htm>;
- (c) for an Application that would otherwise be ineligible for the FIT Program except as permitted under the provisions of Section 2.3(c)(i) through 2.3(c)(vi) or Section 2.3(d):
 - (i) a copy of a map contained in the relevant Local Municipal official plan (and associated schedules), on which the Applicant:
 - (A) if the Project’s Site is on an airport or aerodrome, as described in Section 2.3(c)(i), outlines the proposed Site and the Property or Properties on which the Applicant has Access Rights;
 - (B) if the Project’s Site is on a closed landfill, as described in Section 2.3(c)(ii), outlines the proposed Site and the Property or Properties on which the Applicant has Access Rights;

- (C) if the Project's Site is located on a federal military installation as described in Section 2.3(c)(iii), outlines the proposed Site and the Property or Properties on which the Applicant has Access Rights;
- (ii) if the Project's Site is on a Contaminated Property, a copy of a "Phase Two Environmental Site Assessment" conducted in accordance with Part XV.1 of the *Environmental Protection Act* (Ontario), completed within one year prior to the Time Stamp of the Application and a letter of confirmation from the author of the Phase Two Environmental Site Assessment or another Professional Engineer or member in good standing of the Association of Professional Geoscientists of Ontario stating that as of the date of the letter of confirmation: (I) the results of the Phase Two Environmental Site Assessment confirm that there are contaminant levels in the soil and/or groundwater in excess of applicable standards for that type and location of property as set out in "Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the *Environmental Protection Act*" issued by the Ministry of the Environment dated April 15, 2011 and (II) where the Phase Two Environmental Site Assessment was undertaken more than one year before the Time Stamp of the Application, that the results and findings in the Phase Two Environmental Site Assessment remain valid based upon reasonable inquiry;
- (iii) if the Project's Site is on lands described in Section 2.3(c)(v), the Prescribed Form and attachments required under Section 3.8(f);
- (iv) if the Project's Site is located on CLI Class 3 Lands owned by a Municipality as described in Section 2.3(c)(vi), a parcel register or land registry search indicating the ownership of the Property or Properties on which the Site is located;
- (v) if the Project's Site is located on lands as described in Section 2.3(d):
 - (A) a land evaluation study that uses the prescribed standardized methodology accompanied by a peer review process, as set out by the Ontario Ministry of Agriculture and Food and Ministry of Rural Affairs ("OMAF and MRA") and the Ministry of Energy, demonstrating that no part of the Site is located on CLI Organic Lands, CLI Class 1 Lands, CLI Class 2 Lands or CLI Class 3 Lands. The land evaluation study must be completed by a soil scientist that meets minimum qualifications. The land evaluation study methodology, peer review process and minimum qualifications is located at the URL: <http://www.energy.gov.on.ca/en/fit-and-microfit-program/fit-soilstudy/>; and
 - (B) an attestation in the Prescribed Form confirming that the Person carrying out the prescribed peer review process has no direct or indirect professional, financial or personal affiliation with or interest in the Project, the soil scientist referred to in

Section 3.8(c)(v)(A), the Applicant or its Affiliates (other than payment for the review itself), that the land evaluation study and its results are consistent with accepted survey methodologies, industry standards and best practice, and that that the Applicant's soil study in respect of such Project is complete and accurate;

- (d) in respect of a Project whose Site is located in whole or in part on one or more Properties that are not Rural-Residential Lands, in respect of such Properties that are not Rural-Residential Lands, a written certification in the Prescribed Form of a chief building official, municipal chief administrative officer, municipal clerk, or equivalent official of each Local Municipality in which the Project is located, in whole or in part, or of a Land Use Planner (including a director of planning or equivalent municipal official qualified as such), attaching a current municipal zoning map (if located in an organized municipality) or other current zoning map (if located in an area not organized as a municipality that has planning control) clearly showing the Site, the Property or Properties on which the Site is located (in this paragraph (d), the "**First Property(ies)**") and Abutting Properties thereto, and their relevant zoning designation, certifying that the First Property(ies) and all Properties Abutting the First Property(ies) either:
 - (i) are not Residential Propert(ies); or
 - (ii) are Exempt Residential Propert(ies);
- (e) in respect of a Project whose Site is located, in whole or in part, on one or more Properties that are Rural-Residential Lands, in respect of only such Properties that are Rural-Residential Lands,
 - (i) a written certification in the Prescribed Form of a chief building official, municipal chief administrative officer, municipal clerk, or equivalent official of each Local Municipality in which the Project is located, in whole or in part, or of a Land Use Planner (including a director of planning or equivalent municipal official qualified as such), attaching a current municipal zoning map (if located in an organized municipality) or other current zoning map (if located in an area not organized as a municipality that has planning control) clearly showing the Site, such Property or Properties on which the Site is located (in this paragraph (e), the "**First Property(ies)**") and Abutting Properties thereto, and their relevant zoning designation, and certifying (1) that such First Property(ies) is or are Rural-Residential Lands; and (2) that such First Property(ies) either: (3) Abuts a Residential Cluster or, (4) that such First Property(ies) does not Abut a Residential Cluster, as the case may be, and such First Property(ies) either (5) Abuts a Residential Property or (6) does not Abut a Residential Property, as the case may be; and
 - (ii) an acknowledgment of the Applicant in the Prescribed Form confirming that it will:
 - (A) comply with the Visual Screening Requirements in respect of such Project; and

(B) comply with the Setback Requirements; and

- (f) in respect of a Project whose Site is located, in whole or in part, on one or more Properties on which commercial uses or industrial uses are Lawfully Permitted Uses, a written certification in the Prescribed Form of a chief building official, municipal chief administrative officer, municipal clerk, or equivalent official of each Local Municipality in which the Project is located, in whole or in part, or of a Land Use Planner (including a director of planning or equivalent municipal official qualified as such), attaching a current municipal zoning map (if located in an organized municipality) or other current zoning map (if located in an area not organized as a municipality that has planning control) clearly showing the Site, the Property or Properties on which the Site is located and their relevant zoning designation, certifying that the Non-Rooftop Solar Project does not constitute the Principal Use of the Property.

3.9 Application Materials and Requirement for Rooftop Solar Projects on Existing Buildings

An Application for a Rooftop Solar Project on an Existing Building (and for certainty not for a URSP Project) must include a written confirmation in the Prescribed Form from a Professional Engineer stating that the Existing Building has sufficient usable surface area for the Project and that it is either:

- (a) suitable to support the Rooftop Solar Project; or
- (b) would be suitable to support the Rooftop Solar Project after implementation of improvements, a complete listing and particulars of which are described in such confirmation.

3.10 Application Materials and Requirements for Rooftop Solar Projects on Unconstructed Buildings

An Application for a Rooftop Solar Project that is a URSP Project (and for certainty is not a Rooftop Solar Project on an Existing Building) must include a written confirmation in the Prescribed Form dated no earlier than 30 days prior to the date the Application Form is submitted, signed by a Professional Engineer or Architect, which includes the following:

- (a) a statement that as of the date of the Prescribed Form, the proposed building on which the URSP Project is to be built is an Unconstructed Building;
- (b) a statement that the Unconstructed Building has sufficient usable surface area for the URSP Project and that it will be able to support the Rooftop Solar Project if built according to the site plan drawings; and
- (c) a copy of the relevant site plan drawings, stamped by the same Professional Engineer or Architect, showing:
 - (i) the proposed site plan layout of the Unconstructed Building;
 - (ii) the roof layout of the Unconstructed Building including the layout of the proposed solar (PV) system on the roof; and

- (iii) the Unconstructed Building elevation on an elevation drawing.

3.11 Representations and Warranties

An Applicant will be required to represent and warrant when it submits its Application Form on the Website, in respect of the Project that is the subject of the Application that:

- (a) the Applicant has made all due inquiry into requirements to obtain any applicable Renewable Energy Approval and other equivalent environmental assessments, approvals or registrations, including any applicable requirement to register with the Environmental Activity Sector Registry;
- (b) the Applicant has, in respect of any applicable Renewable Energy Approval and other equivalent environmental assessments, approvals or registrations, including any applicable requirement to register with the Environmental Activity Sector Registry, read and understood the requirements and has attended at the Site;
- (c) for Projects whose Site is not located on provincial Crown lands, the Applicant possesses Access Rights in respect of the portion of the Site not located on provincial Crown lands;
- (d) for Projects whose Site is located in whole or in part on provincial Crown lands:
 - (i) the Applicant has obtained Access Rights or has been awarded Applicant of Record Status for all of the provincial Crown lands on which its Site is located; or
 - (ii) no Person has been awarded Applicant of Record Status nor obtained Access Rights for any of the provincial Crown lands on which the Applicant's Site is located;
- (e) for Projects that are not Rooftop Solar Projects, the Site and the Property or Properties on which the Site is located are of sufficient size so as to accommodate the Project and any applicable Setback Requirements;
- (f) the Project meets all eligibility requirements in Section 2 that are applicable to it; and
- (g) all statements, supporting documentation, specifications, data, confirmations, representations and information that have been set out in the Application (including, for certainty, the Application Form) and supporting evidence and documentation are complete and accurate in all material respects and there is no material information omitted from the Application or supporting evidence or documentation which would make the information in the Application or supporting evidence or documentation misleading or inaccurate.

3.12 Additional Important Information

- (a) It is the Applicant's responsibility to provide the OPA with a continuously valid e-mail address for purposes of correspondence related to the FIT Program, which address the Applicant may amend from time to time as necessary by providing

written notice to the OPA. An Applicant is responsible for regularly checking its “My FIT Home Page” for messages and notices from the OPA. The OPA will not be responsible for an Applicant’s failure to comply with this provision.

- (b) It is the Applicant’s responsibility to maintain its user name and password for its registration account (My FIT Home Page). If the Application is submitted by a third party, it is the responsibility of the Applicant to obtain login information and credentials from the third party.
- (c) The OPA may provide Application details to the Primary Contact, Owner Contact and Secondary Contact(s). The OPA will only provide Application details to Persons who are not a Primary Contact, Owner Contact or Secondary Contact in accordance with Section 11.

SECTION 4 – EVALUATION PROCESS

4.1 Overview of Evaluation Process

The evaluation of Applications received during an Application Period will be conducted by the OPA in six stages as follows.

Stage 1 – Application Requirements: In Stage 1, each Application will pass or fail depending on whether the Application was submitted in compliance with the Application submission requirements in Section 3.2 and substantially complied with the requirements in Sections 3.5 to 3.10, inclusive. If an Application initially passes Stage 1 and the OPA determines at a later stage that the Application should not have passed Stage 1, the Application may be determined at the later stage to have failed Stage 1.

Stage 2 – Eligibility Requirements: In Stage 2, each Application will pass or fail depending on whether the Application meets the eligibility requirements as set out in Section 2. If an Application initially passes Stage 2 and the OPA determines at a later stage that the Application did not in fact meet the eligibility requirements, the Application may be determined at the later stage to have failed to meet the eligibility requirements.

Eligibility will be determined based on the information provided in an Application and if Application materials do not establish an Application’s eligibility, the Application will not pass this Stage 2 and will be Terminated. The OPA intends to map the location of all Projects applied for during an Application Period and may, as a result, request additional information from Applicants to confirm compliance with these FIT Rules including Sections 2.1(j) and (k) with respect to Deemed Single Property restrictions. The information that may be requested includes organization charts showing all Applicant Related Persons. The OPA reserves the right, but is not required, to obtain information from third parties, including the LDC, to confirm information provided in an Application.

Stage 3 – Determination of CCSA Eligible Projects and Ranking of all Projects: In Stage 3, each Application that passes Stage 2 (for certainty not including an Application for a URSP Project) will be evaluated to determine whether it qualifies as a CCSA Eligible Project as set out in Section 5 and each Application (for certainty including an Application for a URSP Project) that passes Stage 2 will be awarded a point score based on the prioritization process contained in Section 5. Applications for URSP Projects will

then be ranked by Priority Points and by Time Stamp, and all other Applications will then be ranked in respect of the applicable Contract Capacity Set-Aside by Priority Points and by Time Stamp.

Stage 4 – Connection Availability for URSP Projects: In Stage 4, each Application for a URSP Project that passes Stages 1 and 2 will, in order of rank (as determined in Stage 3) be assessed under the TAT and the DAT, as applicable, and an Application will be added to the Offer List, in accordance with Section 7.1 and subject to these FIT Rules, if the URSP Project described in such Application passes the TAT and, if applicable, the DAT, and if sufficient availability remains within the applicable Procurement Target.

Stage 5 – Connection Availability for CCSA Eligible Projects: In Stage 5, Applications in respect of CCSA Eligible Projects will, in respect of an applicable Contract Capacity Set-Aside, in order of rank, (as determined in Stage 3) be assessed under the TAT and the DAT, as applicable, and an Application will be added to the Offer List, in accordance with Section 7.1 and subject to these FIT Rules, if the Project described in such Application passes the TAT and, if applicable, the DAT, and if sufficient availability remains within the applicable Contract Capacity Set-Aside.

This procedure will be repeated until each of the Contract Capacity Set-Asides are fully allocated, provided that, for the First Nation CCSA and the Métis CCSA, the capacity will be allocated as set out in Section 6.7(f) and in the case of unused capacity in the First Nation CCSA or the Métis CCSA, the capacity in such Contract Capacity Set-Aside will be allocated as set out in Sections 6.7(d) or (e), as applicable.

Stage 6 – Connection Availability for Other Projects: After all Contract Capacity Set-Asides are fully allocated, or there are no remaining Applications in respect of CCSA Eligible Projects, remaining Applications (for certainty, not including Applications for URSP Projects) will then in order of rank (as determined in Stage 3) be assessed under the TAT and the DAT, as applicable, and an Application will be added to the Offer List, in accordance with Section 7.1, if the Project described in such Application passes the TAT and, if applicable, the DAT, and if sufficient availability remains within the applicable Procurement Targets.

4.2 OPA Rights

- (a) The OPA reserves the right, but is not obligated, to request clarification, additional information, documentation and statements in relation to any Application at any time. Any such requested clarification, additional information, documentation or statements must be submitted to the OPA by e-mail within 10 Business Days of the date of such request, or by such other means and within such other time frame as may be requested by the OPA, failing which the Application may be Terminated as being incomplete. **Except in response to such requested clarification, an Applicant may not supplement, amend, correct or modify its Application in any respect, including by providing the correct Application Fee, once received by the OPA.**
- (b) The OPA reserves the right to Terminate any Application that:
 - (i) has not complied with the requirements in Section 3.2;

- (ii) has not substantially complied with the applicable requirements in Sections 3.5 to 3.10, inclusive;
- (iii) does not satisfy all of the applicable eligibility requirements set out in Section 2; and
- (iv) does not include information that is satisfactory to the OPA or its advisers in any respect in the OPA's discretion.

The Application Fee will not be refunded in such circumstances. Termination of an Application by the OPA may take place by notice to the corresponding Applicant at any time following the receipt of such Application by the OPA. **A decision by the OPA to Terminate any Application shall be final and binding and not subject to appeal or judicial review.**

SECTION 5 – APPLICATION PRIORITIZATION AND RANKING

5.1 Prioritization

- (a) Projects described in certain Applications are eligible to be designated as CCSA Eligible Projects. Further, certain Applications are eligible to receive priority points (“**Priority Points**”) as set out in Figure 5.1: Priority Points Table, that, together with Time Stamp, determine an Application's ranking relative to other Applications during the ranking process described in Sections 5.2, 5.3 and 5.4. The Applicant may indicate in an Application that it is applying for:
 - (i) designation as a CCSA Eligible Project, only in respect of Applications that are not for a URSP Project; and
 - (ii) Priority Points in the amounts (and only in the amounts) set out in the Priority Points Table (Figure 5.1) based on Project Type and Non-Project Type.
- (b) A Project will only be:
 - (i) eligible to be a CCSA Eligible Project if requested in the Application and if the Project is determined to be a CCSA Eligible Project by the OPA using the Supporting Documentation provided by the Applicant and only if it is not an Application in respect of a URSP Project; and
 - (ii) awarded Priority Points which have been requested in the Application and if the Project is determined to be eligible by the OPA for the requested Priority Points using the Supporting Documentation provided by the Applicant.

For clarity, an Application in respect of a CCSA Eligible Project is also eligible to be awarded Priority Points.

- (c) In order to qualify as a Participation Project and/or a CCSA Eligible Project, the Application must include Supporting Documentation evidencing:

- (i) the requisite Participation Level with respect to eligibility for Priority Points and eligibility as a CCSA Eligible Project, if claimed; and
 - (ii) the Price Adder claimed, if any.
- (d) In order to qualify as a Community Participation Project the Application must include (in addition to the Community Participation Project Declaration), from 35 Co-op Members that are Property Owners (in the case of a Project that is not a CCSA Eligible Project), or from 50 Co-op Members that are Property Owners (in the case of a Project that is a CCSA Eligible Project):
- (i) signed consent in the Prescribed Form:
 - (A) to the collection, use and disclosure by the OPA of such Co-op Member's personal information contained in or supplementing the Application; and
 - (B) to the OPA contacting each such member for verification purposes; and
 - (ii) either:
 - (A) a statutory declaration from each Co-op Member in the Prescribed Form attesting that the Co-op Member has been the registered owner of real property in the Municipality in which the Project is located in whole or in part since the date two years prior to the earlier of:
 - (1) the date of such statutory declaration; and
 - (2) the applicable Application Start Date,
 and continues to own such real property as at the date thereof; or
 - (B) a statutory declaration of the Applicant together with Solicitor's Acknowledgement in the Prescribed Form attesting that each Co-op Member has been the registered owner of real property in the Municipality in which the Project is located in whole or in part since the date two years prior to the earlier of:
 - (1) the date of such statutory declaration; and
 - (2) the applicable Application Start Date,
 and continues to own such real property as at the date thereof.
- (e) Priority Points awarded by Project Type may not be combined with other Priority Points awarded by Project Type.
- (f) Priority Points awarded by Non-Project Type may be combined with Priority Points awarded by Project Type and/or other Non-Project Type categories, provided that for an Application that receives Priority Points as a Municipal or

Public Sector Entity Participation Project, such Application shall be ineligible to receive Priority Points for a Municipal Council Support Resolution of any Municipality that has an Economic Interest in the Applicant unless such Municipal Council Support Resolution is in the form of a blanket resolution that generally supports Projects utilizing a specific Renewable Fuel.

(g) Priority Points will be awarded under the Non-Project Type heading in respect of a Project described in an Application as follows:

(i) in order to receive Priority Points under the “Municipal Council Support” category (as set out in Figure 5.1), a Project must have received the support of all Local Municipalities in which, in whole or in part, the Project is located, in the form of:

(A) a Municipal Council Support Resolution; or

(B) a confirmation in the Prescribed Form that a previously issued FIT Rules, Version 2.1 Municipal Council Support Resolution (that was not a blanket support resolution) is still in effect and that the Municipality continues to support the Project. This confirmation may only be used if the Municipal Council Support Resolution (that was not a blanket support resolution) was issued prior to October 9, 2013 in relation to the Applicant and the Project;

(ii) in order to receive Priority Points under the “Aboriginal Support” category (as set out in Figure 5.1), a Project:

(A) must be located in whole or in part on First Nation Lands or Métis Lands; and

(B) must have received

(1) in respect of Projects located on lands within the meaning of paragraph (a) of the definition of First Nation Lands, the support of all Corresponding First Nation Communities in the form of an Aboriginal Support Resolution from each such Corresponding First Nation Community, which Aboriginal Support Resolution, for a Project located on First Nation Lands within the meaning in paragraphs (a)(iv), (v) or (vi) of the definition of First Nation Lands, must be accompanied by evidence that the lands meet the definitions contained in such paragraphs;

(2) in respect of Projects located on lands within the meaning of paragraph (b) of the definition of First Nation Lands, the support of all Corresponding First Nation Communities who hold the legal or beneficial title to such First Nation Lands, whether directly or indirectly, in the form of an Aboriginal Support

Resolution from each such Corresponding First Nation Community, which Aboriginal Support Resolution must be accompanied by evidence that the lands meet the definition of First Nation Lands within the meaning of paragraph (b) of the definition of First Nation Lands;

- (3) the support of all Métis Communities who hold the legal or beneficial title to such Métis Lands, whether directly or indirectly, in the form of an Aboriginal Support Resolution from each such Métis Community, which Aboriginal Support Resolution must be accompanied by evidence that the lands meet the definition of Métis Lands; or
 - (4) a confirmation in the Prescribed Form that a previously issued FIT Rules, Version 2.1 Aboriginal Support Resolution is still in effect and that the First Nation Community or Métis Community, as applicable, continues to support the Project. This confirmation may only be used the Aboriginal Support Resolution was issued prior to October 9, 2013 in relation to the Applicant and the Project;
- (iii) in order to receive Priority Points under the “Municipal Site Host or Public Sector Entity Site Host” category (as set out in Figure 5.1), a Project must have a Municipal Site Host or Public Sector Entity Site Host; and
 - (iv) in order to receive a Priority Point under the “System Benefit” category (as set out in Figure 5.1), a Project must provide System Benefit.
- (h) Contract Capacity Set-Asides do not apply to the URSP or to any URSP Projects.
 - (i) In order to receive Priority Points as a Municipal or Public Sector Entity Participation Project or to qualify as a Municipal or Public Sector Entity CCSA Project, the Municipal Participation Level may not be aggregated with the Public Sector Entity Participation Level to achieve the required Participation Level.

FIGURE 5.1: PRIORITY POINTS TABLE

PROJECT TYPE	PRIORITY POINTS
Community Participation Project	3
Aboriginal Participation Project	3
Municipal or Public Sector Entity Participation Project	3
NON-PROJECT TYPE	PRIORITY POINTS
Municipal Council Support	2
Aboriginal Support	2
Municipal Site Host or Public Sector Entity Site Host	2
System Benefit	1

NOTE: Priority Points awarded by Project Type may not be combined with other Priority Points awarded by Project Type. Only certain Priority Points awarded by Non-Project Type may be combined with other Priority Points awarded by Project Type and/or other Non-Project Type. See Section 5.1(f) above.

5.2 Ranking of Applications for URSP Projects

Applications for URSP Projects will be ranked separately from all other Applications that are not for URSP Projects. The OPA will rank Applications for URSP Projects based on the following factors:

- (a) **Points:** Applications in respect of URSP Projects with more Priority Points shall receive a higher ranking than other Applications in respect of URSP Projects having fewer Priority Points; and
- (b) **Time Stamp:** For Applications in respect of URSP Projects with the same number of Priority Points as other Applications for URSP Projects, Applications that have an earlier Time Stamp will be ranked ahead of Applications that have a later Time Stamp, provided that Applications with the same number of Priority Points and the same Time Stamp, will be ranked randomly.

5.3 Ranking of Applications for CCSA Eligible Projects

The OPA will rank Applications for Projects that are CCSA Eligible Projects based on the following factors:

- (a) **Points:** CCSA Eligible Projects (in respect of a particular Contract Capacity Set-Aside) with more Priority Points shall receive a higher ranking within such Contract Capacity Set-Aside than CCSA Eligible Projects with fewer Priority Points; and
- (b) **Time Stamp:** For CCSA Eligible Projects (in respect of a particular Contract Capacity Set-Aside) with the same number of Priority Points as other CCSA Eligible Projects, an earlier Time Stamp will be ranked within such Contract Capacity Set-Aside ahead of a later Time Stamp, provided that Applications with

the same number of Priority Points and the same Time Stamp, will be ranked randomly.

5.4 **Ranking of Applications for non-URSP and non-CCSA Eligible Projects**

The OPA will rank Applications for Projects that are not URSP Projects or CCSA Eligible Projects based on the following factors:

- (a) **Points:** Applications in respect of Projects that are not URSP Projects or CCSA Eligible Projects (including, for clarity, Projects that would otherwise have been offered FIT Contracts as Contract Capacity Set-Aside Projects but for the relevant Contract Capacity Set-Aside in respect of such Project having been reached) with more Priority Points shall receive a higher ranking than other such Applications having fewer Priority Points; and
- (b) **Time Stamp:** For Applications in respect of Projects that are not URSP Projects or CCSA Eligible Projects (including, for clarity, Projects that would otherwise have qualified as Contract Capacity Set-Aside Projects but for the Contract Capacity Set-Aside in respect of such Project having been reached) with the same number of Priority Points as other such Applications, Applications that have an earlier Time Stamp will be ranked ahead of Applications that have a later Time, provided that Applications with the same number of Priority Points and the same Time Stamp, will be ranked randomly.

SECTION 6 – CONNECTION AVAILABILITY

6.1 **Assessment of URSP Projects**

Following ranking of Applications in respect of URSP Projects pursuant to Section 5.2, such Applications for URSP Projects will be assessed, in order of rank, as to:

- (a) whether there is availability based on the Transmission Availability Test (or “TAT”) and the Distribution Availability Test (or “DAT”); and
- (b) whether the Project would cause the Procurement Target for URSP Projects to be met or exceeded.

6.2 **Assessment of CCSA Eligible Projects**

Following ranking of Applications in respect of CCSA Eligible Projects pursuant to Section 5.3, such Applications will be assessed, in order of rank, taking into account:

- (a) whether there is availability based on the TAT and the DAT;
- (b) whether the Project would cause an applicable Contract Capacity Set-Aside to be met or exceeded; and
- (c) the criteria set out in Section 6.7 with respect to common Aboriginal Participants for Applications.

6.3 Assessment of Other Projects

Following ranking of remaining Applications pursuant to Section 5.4, such Applications will be assessed, in order of rank, as to:

- (a) whether there is availability based on the TAT and the DAT; and
- (b) whether the Project would cause an applicable Procurement Target to be met or exceeded taking into consideration any MWs within an applicable Procurement Target reserved for particular types of Projects as set out on the Website from time to time.

6.4 Connection Availability

All interested Applicants are urged to consult with the applicable LDC or Transmitter prior to submitting an Application. The OPA, in consultation with the IESO, applicable LDCs, applicable Transmitters and other agencies and stakeholders as appropriate, may publish on the Website transmission availability tables, which are intended as a guide. The OPA reserves its discretion to determine whether an Application can pass the TAT and if applicable, the DAT.

6.5 Transmission Availability Test

The TAT is a process to screen Applications for their impact on the IESO-Controlled Grid. The TAT includes considerations for all prior OPA contracts, prior Applications that have been processed, system capacity allocated to other OPA programs and any other generating facilities that are existing, committed or are the subject of a ministerial direction.

6.6 Distribution Availability Test

The DAT is a process to screen Applications for their impact on the relevant Distribution System. The DAT includes considerations for the TAT, all prior OPA contracts, prior Applications that have been processed and any other generating facilities that are existing, committed or are the subject of a ministerial direction. It should be noted that the DAT is a screening process and as such it does not ensure ability to connect the Project.

6.7 Contract Capacity Set-Asides

- (a) Contract Capacity Set-Asides shall apply with respect to an Application Period and any such Contract Capacity Set-Aside will establish the maximum amount of MWs that will be procured during an Application Period in respect of such Contract Capacity Set-Aside. Applications may be added to the Offer List until the applicable Contract Capacity Set-Aside is reached with respect to the aggregate of the proposed Contract Capacity of the Projects that are the subject of such Applications. Subject to the OPA's discretion whether to add an Application to the Offer List where such addition would cause the applicable Contract Capacity Set-Aside to be exceeded, no Applications will be added to the Offer List where such addition would cause the applicable Contract Capacity Set-Aside to be exceeded.

- (b) If an Offer Notice is issued in respect of any such Application, the OPA shall designate such Project described in the Application to be a Contract Capacity Set-Aside Project, subject to entry into the FIT Contract, and shall so indicate on the corresponding Offer Notice by checking the box next to “Contract Capacity Set-Aside Project” on the FIT Contract Cover Page forming part of such Offer Notice.
- (c) In respect of an Application Period, the OPA shall apportion the Aboriginal CCSA as follows:
 - (i) the First Nation CCSA shall be equal to two thirds of the MWs allocated to the Aboriginal CCSA and shall be reserved for First Nation CCSA Projects; and
 - (ii) the Métis CCSA shall be equal to one third of the MWs allocated to the Aboriginal CCSA and shall be reserved for Métis CCSA Projects.
- (d) If the First Nation CCSA is not fully allocated in an Application Period, the remainder of such First Nation CCSA that is not allocated may be allocated to the Métis CCSA in respect of such Application Period.
- (e) If the Métis CCSA is not fully allocated in an Application Period, the remainder of such Métis CCSA that is not allocated may be allocated to the First Nation CCSA in respect of such Application Period.
- (f) For an Application Period, and only for Applications for CCSA Eligible Projects in respect of the First Nation CCSA or the Métis CCSA, as the case may be, an Application (in this paragraph the “**Subject Application**”) will not be added to the Offer List:
 - (i) where such Subject Application has an Aboriginal Participant in common with another Application that has already been added to the Offer List unless and until;
 - (ii) every other Application that has no Aboriginal Participants in common with such Subject Application:
 - (A) is added to the Offer List;
 - (B) has failed the TAT or if applicable the DAT; or
 - (C) would have been added to the Offer List had it not had an Aboriginal Participant in common with another Application and was ineligible for the Offer List as a result of Section 6.7(f)(i);

in which case such Applications that have not been added to the Offer List and that have not failed the TAT or if applicable the DAT shall be assessed in order of rank regardless of the identity of their Aboriginal Participants, subject to the provisions of Sections 6.7(a) to (e).

6.8 Procurement Targets

Procurement Targets shall apply with respect to an Application Period and the Procurement Target will establish the maximum amount of MWs that will be procured during an Application Period. Offer Notices may be issued for Applications until the applicable Procurement Target is reached with respect to the aggregate of the proposed Contract Capacity of the Projects that are the subject of such Applications. Subject to the OPA's discretion whether to issue any Offer Notice in respect of a Project that would cause the applicable Procurement Target to be exceeded, no Offer Notices will be issued for Projects that exceed the Procurement Target. For certainty, this Section 6.8 applies to the Procurement Target for URSP Projects.

SECTION 7 – FIT CONTRACT OFFER AND ACCEPTANCE

7.1 Offer List

Following the assessments described in Section 6, the OPA shall post on the Website a list (the “**Offer List**”) of all Applications received during an Application Period in respect of which Offer Notices are to be issued. Applications not appearing on the Offer List shall be Terminated and not be the subject of Offer Notices.

7.2 Offer Notice

- (a) In accordance with Section 7.1, for an Applicant whose Application appears on the Offer List, the OPA will provide notice (the “**Offer Notice**”) to the Applicant in respect of such Project in which the OPA will offer a FIT Contract in its most recent standardized form on the basis of the information set out in the Application and whether such Application has been determined by the OPA to be a Contract Capacity Set-Aside Project pursuant to Section 6.7. The Contract Price and Price Adder (if applicable) shall be established in accordance with Section 8.1(b).
- (b) For Applicants that did not receive an Offer Notice in respect of a Project that was the subject of an Application submitted during an Application Period, the Application will be Terminated.
- (c) An Applicant that did not receive an Offer Notice in respect of a Project that was the subject of an Application submitted during an Application Period may submit a new Application in respect of such Project, or any other Project, during a subsequent Application Period in accordance with the FIT Rules.

7.3 Offer Acceptance (all Projects except URSP Projects)

- (a) An Applicant (other than an Applicant for a URSP Project) will have 20 Business Days from the issuance of the Offer Notice to accept the offered FIT Contract. An Applicant may accept and enter into the FIT Contract by printing and executing the enclosed FIT Contract documents and delivering the executed documents together with the required Completion and Performance Security to the OPA in accordance with the instructions in the Offer Notice.

- (b) In the case of an Application that is not for a URSP Project, if the OPA does not receive the executed FIT Contract and Completion and Performance Security from the Applicant within 20 Business Days of the Offer Notice the Application shall be deemed to have been withdrawn and the Offer Notice shall be revoked.

7.4 Offer Acceptance (URSP Projects)

- (a) An Applicant for a URSP Project will have 120 days from the issuance of the Offer Notice to accept the offered FIT Contract. An Applicant may accept and enter into the FIT Contract by printing and executing the enclosed FIT Contract documents and delivering the executed documents together with:
 - (i) the required Completion and Performance Security;
 - (ii) for the Unconstructed Building specified in the Application:
 - (A) where the Unconstructed Building is the subject of the building permitting authority of a Municipality, a copy of the building permit application; or
 - (B) where the Unconstructed Building is not the subject of the building permitting authority of a Municipality, a copy of an application for a letter of conformity, zoning conformity permit or equivalent, or evidence of conformity with the applicable building code or standard;
 - (iii) for the Unconstructed Building specified in the Application:
 - (A) where the Unconstructed Building is the subject of the building permitting authority of a Municipality, a copy of the approved building permit; or
 - (B) where the Unconstructed Building is not the subject of the building permitting authority of a Municipality, a letter of conformity, a zoning conformity permit or equivalent, or evidence of conformity with the applicable building code or standard; and
 - (iv) a declaration in the Prescribed Form that the approved building permit, letter of conformity, zoning conformity permit or equivalent, as the case may be, is for the Unconstructed Building as specified in the Application,

to the OPA in accordance with the instructions in the Offer Notice.

- (b) In the case of an Application for a URSP Project, if the OPA does not receive the executed FIT Contract, Completion and Performance Security and all other information required to be provided pursuant to Section 7.4(a) from the Applicant within 120 days of the Offer Notice, the Application shall be deemed to have been withdrawn and the Offer Notice shall be revoked.

7.5 Form of FIT Contract

The form of the FIT Contract will be as published on the Website from time to time at the OPA's discretion.

7.6 Domestic Content

(a) The FIT Contract will require that Facilities utilizing On-Shore Wind, or Facilities utilizing Solar (PV) (Rooftop) or Solar (PV) (Non-Rooftop), achieve a minimum percentage for their Domestic Content Level as set out below (the "Minimum Required Domestic Content Level").

(i) For On-Shore Wind Facilities, the Minimum Required Domestic Content Level is 20%.

(ii) For Solar (PV) Facilities, the Minimum Required Domestic Content Level is:

(A) 22% for a Solar (PV) Facility utilizing crystalline silicon PV technology;

(B) 28% for a Solar (PV) Facility utilizing thin-film PV technology; and

(C) 19% for a Solar (PV) Facility utilizing concentrated PV technology.

(b) The Domestic Content Level of a Facility will be calculated in accordance with the methodology set out in Exhibit C to the FIT Contract. If a Facility does not meet the Minimum Required Domestic Content Level, the Supplier will be in default under the FIT Contract.

(c) The OPA may from time to time amend the "Domestic Content Grids" to Exhibit C of the FIT Contract that will revise the options for a Supplier to achieve its Minimum Required Domestic Content Level. Any contract offered in accordance with Section 7.2(a) will contain the most up-to-date version of Exhibit C. For greater certainty, (i) the development of new "Domestic Content Grids" and the updating of Exhibit C shall not affect FIT Contracts already executed and (ii) the removal or amendment of any existing "Domestic Content Grids" shall be done in accordance with Section 10.

7.7 Rooftop Solar Project Portfolio MCOE Extension

An Applicant that has entered into multiple FIT Contracts that qualify as a Rooftop Portfolio will have the option to extend the Milestone Date for Commercial Operation to 36 months following each Contract Date, as provided in the FIT Contract. URSP Projects do not qualify for inclusion in a Rooftop Portfolio.

7.8 Resolving Inconsistencies

For greater certainty, to the extent that there is any inconsistency between these FIT Rules and the FIT Contract, the FIT Contract shall prevail.

SECTION 8 – CONTRACT PRICING

8.1 Price Schedule

- (a) The FIT Program establishes long-term pricing for Hourly Delivered Electricity from Projects. The OPA will post the Price Schedule for the FIT Program on the Website, and will revise it in accordance with Section 10. Any revisions shall not affect FIT Contracts previously executed. The price applicable in respect of a FIT Contract shall be the price as posted on the date of publication of the Offer List that contains the Application corresponding to such FIT Contract.
- (b) The Contract Price and Price Adder (if applicable) incorporated into the FIT Contract that will be offered to Applicants whose Applications have been accepted will be the applicable Contract Price and Price Adder (if applicable) as set out in the Offer Notice. In addition, the Price Adder incorporated into a FIT Contract in respect of an Aboriginal Participation Project, a Community Participation Project, a Municipal Participation Project or a Public Sector Entity Participation Project will be the Price Adder taking into account the Community Participation Level, Aboriginal Participation Level, Municipal Participation Level or Public Sector Entity Participation Level. In the event that the Participation Level changes following the Contract Date, the Contract Price and Price Adder will be adjusted in accordance with the FIT Contract.
- (c) Where the Contract Price or Price Adder (if applicable) set out in the Offer Notice is less than the published Contract Price or Price Adder (if applicable) in effect as at the date of the Application, the Applicant may by notice to the OPA elect not to enter into a FIT Contract.
- (d) Projects that use Renewable Biomass, Biogas, landfill gas or waterpower as their Renewable Fuel will receive a time differentiated price under the FIT Contract. For all Hourly Delivered Electricity, such Suppliers will receive the price as otherwise determined in accordance with this Section 8, multiplied by the Peak Performance Factor for the corresponding hour. The application of the Peak Performance Factor will result in higher payments during On-Peak Hours and lower payments during Off-Peak Hours to encourage such Projects to schedule their production during On-Peak Hours to the extent practicable.

8.2 Price Escalation

For certain Renewable Fuels, the Price Schedule provides for an annual escalation of a specified percentage of the Contract Price on the basis of increases in the CPI. In these instances, following the Commercial Operation Date, a specified percentage of the Contract Price shall be subject to escalation on the basis of cumulative increases in the CPI. This annual escalation, where applicable, will be calculated in accordance with Exhibit B of the FIT Contract and the OPA shall establish adjusted prices applicable for each calendar year regardless of the Contract Date. For greater certainty, the application

of the Contract Price escalation provisions shall not result in a Contract Price in any year that is less than the Contract Price applicable in the previous year.

8.3 Other Factors

The LDC will pay all Sales Taxes exigible on all amounts payable to a Supplier pursuant to a FIT Contract. The Supplier shall remain liable for all Taxes other than Sales Taxes in respect of the Facility. For greater certainty, Applicants are solely responsible for ensuring compliance with “Debt Retirement Charge” requirements under O Reg 493/01 and 494/01 made under the *Electricity Act*.

SECTION 9 – OVERVIEW OF SETTLEMENT

9.1 Settlement

- (a) Except in the case of a Registered Facility, the Supplier will be paid any amounts owing under the FIT Contract through settlement between the Supplier and the applicable LDC on a periodic basis in accordance with the applicable LDC’s monthly, quarterly or other periodic billing cycle.
- (b) For Registered Facilities, the payments to the Supplier under the FIT Contract shall be subject to the following:
 - (i) the payment will be adjusted by subtracting the greater of the Hourly Ontario Energy Price and zero in respect of all Hourly Delivered Electricity to account for payments made in accordance with the IESO Market Rules; and
 - (ii) the OPA will pay the Supplier or the Supplier will pay the OPA, as applicable, any amounts owing under the FIT Contract by direct settlement.

9.2 Alternate Settlement Arrangements

The OPA reserves the right at its discretion to make alternate settlement arrangements in respect of the entire FIT Program or in respect of one or more Projects or LDCs at any time and from time to time. Notwithstanding other parties being involved in the settlement process, the OPA shall remain liable to the Supplier for the Contract Payments.

SECTION 10 – PROGRAM REVIEW AND AMENDMENTS

The OPA intends to review and Amend as necessary the FIT Program, the FIT Rules, the form of FIT Contract (which, for greater certainty, shall not affect any executed FIT Contracts) and the Price Schedule annually. The OPA may make additional Amendments in response to ministerial directions, changes in Laws and Regulations, significant changes in market conditions or other circumstances as determined by the OPA in its discretion.

SECTION 11 – CONFIDENTIALITY

- (a) All information provided by or obtained from the OPA in any form in connection with the FIT Program, either before or after the execution of a FIT Contract, that is not otherwise publicly available is the sole property of the OPA and must be treated as confidential, and
 - (i) is not to be used for any purpose other than applying to participate in the FIT Program and the performance by the Supplier of its obligations under the FIT Contract;
 - (ii) must not be disclosed without the prior written authorization of the OPA, other than to the Applicant's or Supplier's partners, advisors, Connecting Authority, IESO, OEB, contractors, and Secured Lenders, provided the Disclosing Party obtains similar confidentiality commitments from such third parties; and
 - (iii) shall be returned by the Applicant, Supplier or third party (as applicable) to the OPA immediately upon request of the OPA.
- (b) Information provided by an Applicant or a Supplier is subject to, and may be released in accordance with, the provisions of the FIPPA. Notwithstanding any confidentiality statement provided by the Applicant or Supplier, the OPA may be required to disclose information which is provided to the OPA by an Applicant or Supplier and is otherwise not protected from disclosure through an exemption in FIPPA or any other applicable legislation, regulation or policy. Applicants should not assume that such an exemption is available.
- (c) Information provided by an Applicant in relation to a Project, including technology, Contract Capacity, location, date, status within the FIT Program and name of Applicant, contact name and contact phone number and whether the Project is a CCSA Eligible Project, Community Participation Project, Aboriginal Participation Project, Municipal Participation Project or a Public Sector Entity Participation Project, may be disclosed by the OPA on the Website or otherwise, and such disclosure may be made on an individual basis, or as aggregated with information provided by other Applicants.
- (d) Applicants are advised that their Applications will, as necessary, be disclosed on a confidential basis to the OPA's counsel, consultants, the IESO, Transmitters, LDCs, the Government of Ontario (including the MNR), and advisers retained for the purpose of administration of the FIT Program.
- (e) Each Applicant or Supplier irrevocably authorizes and consents to the IESO and LDC releasing, disclosing, providing, delivering and otherwise making available to the OPA or its agents, successors and assigns, any and all such information relating to connections, proposed connections, meters, meter data, testing data pertaining to commercial operation, billing data, load data for buildings on which a Project or Facility is proposed to be located or is located and LDC account or Metered Market Participant account (as applicable) of the Applicant, Supplier, Project or Facility as the OPA, its agents, successors or assigns may advise is

required in connection with the evaluation, offer and administration of an Application or FIT Contract under the FIT Program.

SECTION 12 – ADDITIONAL RULES

12.1 Assignment and Change of Control

- (a) An Applicant shall not assign its Application to another Person (including by way of amalgamation or by operation of law).
- (b) An Applicant may not be the subject of a change of Control (including by way of amalgamation or by operation of law).
- (c) If an Applicant violates any provision of this Section 12.1, the OPA shall be entitled to Terminate the Application and if an Applicant is offered and enters into a FIT Contract, such violation may be a breach of the FIT Contract.

12.2 Project Splitting

Proposed renewable generating facilities shall not be divided into smaller Projects for the purpose of obtaining a higher Contract Price, circumventing the eligibility requirements set out in Section 2, or obtaining any other benefit under the FIT Program. If the OPA determines in its discretion that a proposed renewable generating facility has been divided into smaller Projects, it may (i) Terminate all Applications in respect of such Projects, (ii) apply the Contract Price to such Projects that would have applied had all such Projects been the subject of a single Application, or (iii) take such other action as it may determine. For the purpose of determining whether a proposed renewable generating facility has been divided into smaller Projects, the OPA may consider factors including whether the Applicants in respect of such Projects are the same Person or Applicant Related Persons, the relative locations of such Projects and the Renewable Fuel(s) used by such Projects.

12.3 General

- (a) The OPA shall not be obligated in any manner whatsoever, or have any liability, to any Person who is an Applicant or potential Applicant unless and until a FIT Contract is executed with such Person, and only in accordance with the terms of such FIT Contract, save and except as expressly set out in these FIT Rules.
- (b) At no time may an Applicant amend any portion of the Application, except the “Contact Details” portion of the Application Form, subject to a request by the OPA under Section 4.2(a).
- (c) The OPA shall not be liable to pay any Applicant’s costs or expenses under any circumstances. In particular, the OPA will not reimburse the Applicant in any manner whatsoever in the event of Termination of any or all Applications for any reason or in the event of the cancellation or suspension of the FIT Program or any part thereof at any time. By submitting an Application, the Applicant irrevocably and unconditionally waives any Claims against the OPA relating to the Applicant’s costs and expenses including costs in relation to satisfying the

Project eligibility criteria described in Section 2, the Application requirements described in Section 3, and the Application Fee.

- (d) Notwithstanding anything contained in these FIT Rules, the OPA reserves the right, in its discretion, to Terminate any Application in whole or part whether or not it has met the Application requirements described in Section 3, met the eligibility requirements or passed the TAT or the DAT, and whether or not it contains all necessary information and reserves the right to discuss different or additional proposals to those included in any Application.
- (e) The OPA reserves the right to cancel all or any part of the FIT Program at any time and for any reason or to suspend the FIT Program in whole or in part for any reason for such period of time as the OPA shall determine in its discretion, in each case without any obligation or any reimbursement to the Applicants.
- (f) Each Applicant shall be solely responsible for its own costs and expenses relating to the preparation and submission of its Application and the development of the Project, whether or not an Application is accepted or Terminated or the FIT Program is suspended, revoked, amended or revised. Under no circumstances whatsoever shall the OPA be liable for any claims for compensation or damages, including any indirect, punitive or consequential damages associated with the Applicant's submission of an Application or participation in the FIT Program.
- (g) The OPA may verify with any Applicant or with any third party any information set out in an Application.
- (h) The OPA may at any time make changes to these FIT Rules, the form of FIT Contract, the Price Schedule or the FIT Program (including substantial changes or a suspension or Termination of the FIT Program), without any liability whatsoever to Applicants or prospective Applicants.
- (i) The OPA shall not be liable for any delays in processing, reviewing, accepting or Terminating an Application or providing an Offer Notice in respect thereof.
- (j) The OPA reserves the right, in its discretion, to waive any informality, irregularity or non-compliance with respect to an Application or an Applicant's compliance with these FIT Rules, including by extending any deadline set out in these FIT Rules, which for clarity may be any deadline affecting the OPA or the Applicant.
- (k) The acceptance by the OPA of an Application or the issuance of an Offer Notice by the OPA to an Applicant shall not be construed as:
 - (i) evidence that the OPA has accepted the authenticity or sufficiency of the Application and its supporting documentation; or
 - (ii) a waiver of or bar to any of the OPA's rights under these FIT Rules or otherwise.
- (l) The rights reserved to the OPA in these FIT Rules are in addition to any other express rights or any other rights which may be implied in the circumstances, and

the OPA shall not be liable for any Claim, losses, damages, liabilities, penalties, obligations, payments, costs and expenses, costs, losses or any direct or indirect damages incurred or suffered by any Applicant or any third party resulting from the OPA exercising any of its express or implied rights under the FIT Program, including the right to exercise its discretion hereunder. In submitting an Application, each Applicant agrees that it waives any rights it may have to bring a Claim or otherwise as against the OPA for failing to issue the Applicant an Offer Notice or issuing an Offer Notice to another Applicant.

- (m) In submitting an Application, each Applicant shall agree that, in no circumstances shall it be entitled to recover any damages as against the OPA in an amount greater than the Application Fee, whether such claim for damages arises in contract, warranty, equity, negligence, intended conduct, detrimental reliance or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the OPA, and including any claim by the Applicant that the OPA has failed to comply with these FIT Rules.
- (n) By submitting an Application, the Applicant authorizes the collection by the OPA of the information set out in the Application and otherwise collected in accordance with the terms hereof, and the use of such information for the purposes set out in or incidental to these FIT Rules and the FIT Contract, and for the purpose of offering, managing and directing the FIT Program generally.
- (o) Despite anything contained in these FIT Rules or in the FIT Contract, Applicants are solely responsible for ensuring the technical, regulatory and financial viability of their Projects, and the OPA shall have no responsibility whatsoever to independently assess the viability of any Application or Project nor any liability whatsoever in the event that a Project turns out not to be viable in any respect.
- (p) Applications and all Application materials shall become the property of the OPA once submitted and will not be returned to Applicants. Applicants should retain a copy of all submitted materials for their records.

12.4 Interpretation

- (a) **Consent.** Whenever a provision requires an approval or consent and the approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Currency.** Unless otherwise specified, all references to money amounts are to the lawful currency of Canada.
- (c) **Discretion.** Where the OPA may take an action or make a determination under these FIT Rules, the decision to take such action or make such determination shall be at the OPA's sole and absolute discretion. Any reference to the OPA's discretion in these FIT Rules shall mean the OPA's sole and absolute discretion.
- (d) **Extensions of time.** The OPA may extend the time to meet the requirements of these FIT Rules at its sole and absolute discretion. Any such extension of time shall only be valid and binding on the OPA if provided in writing by an

authorized representative of the OPA. Any failure to meet the revised time requirement shall have the same consequences as if the original time requirement had not been met.

- (e) **Governing Law.** These FIT Rules are made under and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (f) **Headings.** Headings of Sections are inserted for convenience of reference only and do not affect the construction or interpretation of these FIT Rules. References to Sections means Sections of these FIT Rules, unless otherwise specified.
- (g) **No Strict Construction.** Despite the fact that these FIT Rules were drafted by the OPA's legal and other professional advisors, Applicants submitting Applications acknowledge and agree that any doubt or ambiguity in the meaning or application of any term or provision in these FIT Rules shall not be construed against the OPA in favour of the Applicant when interpreting such term or provision, by virtue of such fact.
- (h) **Notice.** No person may provide any notices or otherwise communicate with the OPA in respect of an Application other than the Primary Contact or Secondary Contact(s), provided that a duly authorized signatory of the Applicant may enter into a FIT Contract that is the subject of an Offer Notice, if any, in relation to such Application and the OPA may communicate with the duly authorized signing authority in respect of the Application and FIT Contract.
- (i) **Number and Gender.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (j) **Statutory References.** A reference to a statute includes all regulations and rules made pursuant to the statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.
- (k) **Time Periods.** Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

North Eastern Ontario

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Temiskaming
Shores

Constrained MicroFIT and FIT projects on CLI Class 1, 2 or 3 Land in the City of Temiskaming Shores

Whereas, based on the Feed-in Tariff (FIT) Program for Non-Rooftop Solar Project Specific Eligibility Requirements states that a project must not be located on Canadian Land Inventory (CLI) Organic Lands or Class 1, 2 or 3 Lands; and

Whereas the current CLI maps indicate that lands designated in the City of Temiskaming Shores are “unclassified;” and

Whereas, Constrained MicroFIT and FIT projects of 500 kW or less are permitted on all “unclassified” land; and

And whereas, the Canadian Land Inventory map, Soil Capability for Agriculture Quebec-Ontario (Ville Marie) dated 1973 clearly indicates that there are large areas with predominantly Class 2 and 3 soils in the City of Temiskaming Shores; and

Whereas Constrained MicroFIT and FIT projects are being permitted on Prime Agricultural Lands within the City of Temiskaming Shores as they are considered “unclassified”; and

Whereas the Township of Dymond Official Plan (1989) states, *“Class 2 and 3 soils as defined by the Canada Land Inventory of Soil Capability for Agriculture are considered to be of prime importance and will be protected. Non-farm development in areas of good agricultural capability will not be permitted.”*; and

Whereas the Draft City of Temiskaming Shores Official Plan states, *“To promote and protect the long-term future of agriculture through the protection of the land base, the support of sustainable farming practices and research, the support of the culture of the farming community and by maintaining strong environmental standards.”*; and

Whereas, the City is experiencing the loss of production of Prime Agricultural Land as farm owners are entering into lease agreements or agreements of purchase of sale with solar companies for the development of Constrained MicroFIT and FIT projects which require up to 7-10 acres of Prime Agricultural Land per project; and

Whereas Prime Agricultural Lands located in other municipalities and unorganized townships within the Timiskaming District are also considered as “unclassified”;

Now therefore that Council for the City of Temiskaming Shores requests that the Minister of Energy amend the Constrained MicroFIT and FIT program criteria to require that on designated Prime Agricultural Lands in the City of Temiskaming Shores, a land evaluation study and peer review be required to demonstrate that no part of the Site is located on CLI Organic Lands, or CLI Class 1 – 3 Lands; and

Further that Council hereby requests that the Ministry of Agriculture, Food and Rural Affairs amend the Canadian Land Inventory mapping to include the Prime Agricultural

Lands within Temiskaming Shores as identified on the Canadian Land Inventory map, Soil Capability for Agriculture Quebec-Ontario (Ville Marie) dated 1973; and

Further that this resolution be forwarded to Premier Kathleen Wynne, Bob Chiarelli, Minister of Energy, Jeff Leal, Minister of Agriculture, Food and Rural Affairs, Michael Gravelle, Minister of Northern Development and Mines, Ted McMeekin, Minister of Municipal Affairs and Housing (unincorporated Townships), MPP John Vanthof, Timiskaming Federation of Agriculture, Temiskaming Municipal Association and the municipalities of Charlton, Dack, Evanturel, Armstrong, Hilliard, Brethour, Harley, Casey, Hudson, Harris and Kerns.

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: February 3, 2015
Subject: Deeming By-law for 90 Georgina Avenue (Lots 15, 16, and 17, Plan M-77NB)
Attachments: **Appendix 01** - Request for Council to Pass Deeming By-law
Appendix 02 - By-law No. 007-062 to authorize the Sale of Lot 17
Appendix 03 - Draft Deeming By-law

Mayor and Council:

Ronald and Nancy Dalton own the property at 90 Georgina Avenue which is comprised of: Lots 15 to 17 on Plan M-77NB. Mr. and Mrs. Dalton would like to construct an accessory garage on lot 17, which requires a deeming by-law as the lots still exist as original lots on a plan of subdivision and could therefore be sold as separate entities.

The Town of Haileybury sold lot 17 to Mr. and Mrs. Dalton in 2007. Documentation available in the property file indicates that, at the time of sale, Council passed a resolution stating that only a garage accessory to the house located on lots 15 and 16 could be constructed on lot 17. It does not appear that there was any consideration given at the time as to the requirement for a deeming by-law.

Mr. and Mrs. Dalton have approached the City regarding the construction of said accessory garage on lot 17 this year. As a garage is considered an accessory structure it cannot be constructed on a lot that does not contain a main use, in this case a residence, which is located on lots 15 and 16. The City has no record of a deeming by-law having been passed for these lots. Mr. and Mrs. Dalton have requested the City waive or substantially reduce the fee for the deeming by-law (\$200.00 + HST = \$226.00 and the owners are responsible for all legal and land titles fees to register the by-law on title) as they expected the City would look after all legal requirements when they purchased lot 17. The By-law authorizing the sale of lot 17 as well as the agreement of purchase and sale is attached for Council's review and information.

It is recommended that Council pass the deeming by-law as the lot 17 does not front on an opened public road and as such could not be developed for residential purposes. It is not recommended that Council waive or reduce the required deeming by-law fee as there is no record of it previously being stated that the agreement of purchase and sale would include deeming the lots, and costs have been incurred in the way of staff and Council time for the current consideration of the deeming by-law. If the Deeming By-law is passed it will be registered on title at the owners' expense and MPAC will be notified of the change

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

January 23rd, 2015

City of Temiskaming Shores

Haileybury, Ontario

P0J 1K0

Dear Sir/Madam:

Re: Lots 15, 16, 17

Originally we purchased our home many years ago and it is located on lots 15 and 16.....much later we purchased lot 17 from the city and all legalalities were handled by the city.... Our reason for the purchase at the time was to build a garage on this last lot (17). It has been brought to our attention that we have to have a deeming bylaw passed by the city at a cost of \$226.00....then it must be taken to a lawyer to have it registered as a whole.....this additional expense of \$226.00 in our opinion should be waived by the city or at the very least substantially reduced because it was the city's error.

Your consideration on this matter would be much appreciated...as long standing residents of this community....

Regards, 

Ron & Nancy Dalton

90 Georgina Avenue

Haileybury, Ontario P0J 1K0

/nd/file

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
BY-LAW NO. 2007-062
BEING A BY-LAW TO AUTHORIZE THE SALE OF LAND TO
RONALD AND NANCY DALTON.**

WHEREAS under Section 8 of the Municipal Act, 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 9 (1) (a) and (b) of the Municipal Act, S.O. 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;


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;

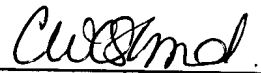
AND WHEREAS Council deems it desirable to enter into an Agreement of Purchase and Sale with Ronald and Nancy Dalton for municipal real property;

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 Ronald and Nancy Dalton 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 Lot 17, Plan M-77 N.B., formerly in the Town of Haileybury, now in the City of Temiskaming Shores, District of Timiskaming, to Ronald and Nancy Dalton in the amount of \$2,100.00 plus G.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.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 22nd day of May, 2007.


MAYOR


CLERK

OFFER TO PURCHASE

I/WE Ronald Dalton and Nancy Dalton (Box 643 Haileybury, Ontario)

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

The City of Temiskaming Shores

(as "Vendor") to purchase the premises legally described as Lot 17, Plan M-77 NB (herein called the "real property") Registered in the Land Registry Office at Haileybury

at the price or sum ("Purchase Price") of **TWO THOUSAND ONE HUNDRED DOLLARS (2,100.00)**

as follows: ----- **DOLLARS (\$250.00)**

to the said Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of purchase price by cash or certified cheque subject to adjustments on the closing date hereinafter set forth.

- a) Goods and Services Tax shall apply to the purchase price
- b) The Purchaser shall remit the appraisal costs of \$ 225.00 plus \$13.50 GST to the City of Temiskaming Shores
- c) The Purchaser is responsible for any and all Land Tax, Registration Fees, Certificate of Writs, Legal fees and disbursements.

RELEASE OF INFORMATION:

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

DEFICIENCY NOTICES AND WORK ORDERS:

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

TENANCY: There shall be no tenancy affecting the property.

FIXTURES: All fixtures shall be included in the purchase price provided that if the hot water tank is a rental, the Purchasers shall assume such rental.

CHATTELS: The Purchase Price shall include the following items: Vacant Land

ACCEPTANCE:

This Offer shall be irrevocable by the Purchaser until **4:30 p.m. on the 29th, day of May, 2007** after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

TITLE:

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

REQUISITIONS:

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the real property, and that its present use may be lawfully continued. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued is made, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement

shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damage whatsoever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the real property.

SURVEYS AND DOCUMENTS:

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

CLOSING:

This Agreement shall be completed on or before June 22nd, 2007 on which date vacant possession of the real property shall be given to the Purchaser unless otherwise provided for herein.

INSPECTION OF PROPERTY:

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

INSURANCE:

Until completion sale all buildings and equipment on the real property shall be and remain at the risk of the Vendor, and the Vendor will hold all policies of insurance effected on the real property and the proceeds thereof in trust for the parties hereto, as their interests may appear. In the event of damage to the said buildings and equipment before the completion of this transaction, the Purchaser shall have the right to elect to take such proceeds and complete the purchase, or cancel this Agreement, whereupon the Purchaser shall be entitled to the return, without interest or deduction, of all moneys paid on account of this purchase. Vendor agrees to furnish Purchaser with copies of existing insurance policies upon request after acceptance of this Offer.

ADJUSTMENTS:

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

COSTS:

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

PLANNING ACT COMPLIANCE:

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

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

UREA FOAM FORMALDEHYDE INSULATION;

The Vendor represents and warrants to the Purchaser that the buildings on the real property have not been, and will not be at the date of completion, insulated with urea formaldehyde foam insulation. This warranty shall survive the completion of this transaction.

SPOUSAL CONSENT:

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

RESIDENCY OF VENDOR:

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

FACSIMILE:

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

COUNTERPART:

This Agreement may but need not be executed in counterpart.

TIME OF ESSENCE:

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

G.S.T.

If this transaction is subject to Goods and Services Tax (G.S.T.) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such G.S.T. shall be in addition to the purchase price, and:

- (a) G.S.T. shall be collected and remitted by the Vendor in accordance with applicable legislation; or,
- (b) if applicable, the parties shall jointly executed an election pursuant to S. 167(3) of the Act, such election to be filed by the Purchaser as required under the Act; or,
- (c) if the Purchaser is registered under the Act, the Purchaser shall provide the Vendor and his solicitor with proof of his G.S.T. registration number in a form reasonably satisfactory to the Vendor and his solicitor. If this transaction is not subject to G.S.T. pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchaser or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchaser and his solicitor certifying that the transaction is not subject to G.S.T.

REPRESENTATIONS AND WARRANTIES:

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

TENDER:

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

COSTS OF REGISTRATION:

Each party to pay the costs of registration and taxes on his own documents.

GENDER:

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

SIGNED, SEALED AND DELIVERED this 28th day of May, 2007.

In the presence of:

_____ Purchaser: Ronald Dalton
Purchaser- Ronald Dalton

_____ Purchaser: Nancy Dalton
Purchaser- Nancy Dalton

The Vendor hereby accepts the above offer.

DATED this 28th day of May, 2007.

Chris Oslund
Vendor-City of Temiskaming Shores
Chris Oslund-Municipal Clerk

We have the authority to bind the Corporation

Judy Pace
Vendor-City of Temiskaming Shores
Judy Pace-Mayor

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision
Ronald and Nancy Dalton - Roll No. 54-18-030-005-216.01**

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

And whereas the property owner has requested that the following properties be merged on title: Lots 15, 16, and 17, Plan M77NB, Parcel 18761SST;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended.
2. That the lands are described as
 - a) Lots 15, 16, and 17, Plan M77NB, Parcel 18761SST
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.

8. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

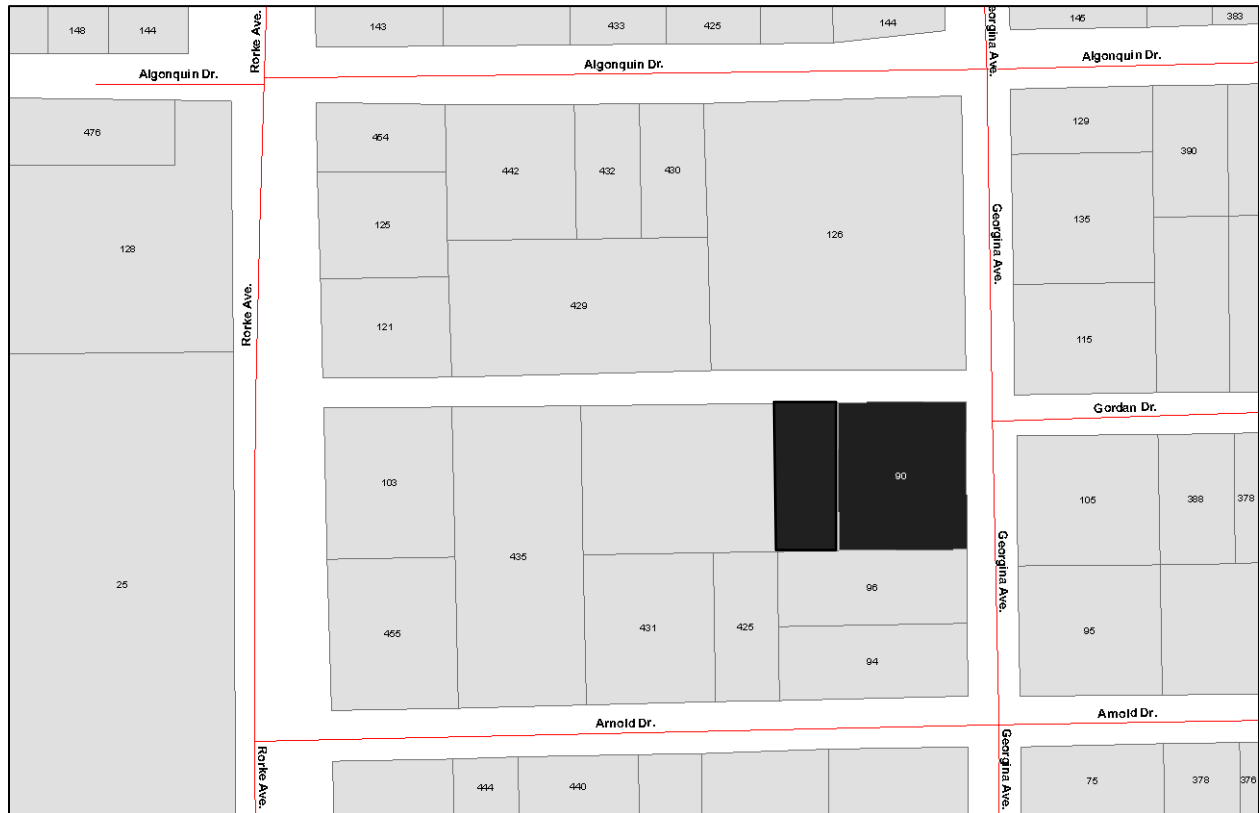
Read a first, second and third time and finally passed this 3rd day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "1" to By-law 2015-000

City of Temiskaming Shores



90 Georgina Avenue

Ronald and Nancy Dalton

Memo

To: Mayor and Council
From: Karen Beauchamp, Director Community Growth and Planning
Date: February 3, 2015
Subject: Building Permit Policy for Accessible Ramps and Lifts
Attachment: **Appendix 01:** Building Permit Policy for Accessible Ramps and Lifts

Mayor and Council:

During the Fall of 2014, staff met with a local medical supply company to discuss Ontario Building Code requirements for accessible lifts and ramps, specifically pre-fabricated modular aluminum ramps that are used for access to single detached homes.

Building department staff reviewed the Ontario Building Code, and consulted with the President of the Ontario Building Officials Association and Chief Building Officials in other municipalities regarding how the Ontario Building Code is being applied to accessible ramps across the Province of Ontario. The medical supply company and individuals in the community engaged MPP John Vanthof whose staff also researched the topic.

Based on this research, the Chief Building Official confirms that the Ontario Building Code applies to all accessible ramps, whether they are constructed of wood, or are pre-fabricated modular ramps. The Ontario Building Code requires accessible lifts to comply with Canadian Standards Association (CSA) B355. Accessible lift installations generally require modifications to decks which must also comply with the Ontario Building Code.

Staff considered a number of factors when developing a Building Permit Policy for Accessible Ramps and Lifts including:

1. An accessible ramp or lift is more accommodating to the diverse range of ages and abilities of people who live in and visit our homes; and there is a growing need for accessibility options for seniors and persons living with disabilities;
2. An accessible ramp or lift is often required on very short notice in order to provide access to a home for a person who is returning from a medical care facility
3. Accessible ramps and lifts are often needed for a short period of time consisting of a few hours or days and are not intended to be permanent installations
4. All people deserve to be afforded the same safety that application of the Ontario Building Code provides.

The Chief Building Official has developed a Building Permit Policy for Accessible Ramps and Lifts which provides the flexibility that is needed in order to permit accessible ramps and lifts in residential applications while at the same time adhering to the intent of the Ontario Building Code.

At the January 21, 2015 regular meeting, Temiskaming Shores Accessibility Advisory Committee reviewed the draft Policy and passed the following resolution:

“Be it resolved that TSAAC has considered the proposed policy for Construction of Ramps and Lifts and recommends to Council that the policy be instituted by the Chief Building Official.”

The Building Permit Policy for Accessible Ramps and Lifts is attached as Appendix 01. Staff recommends that Council receive this memo and Policy for their information. Staff will provide the Policy to the public by posting it on the City’s website and facebook page. Staff will also forward the Policy to John Vanthof, MPP, Medical Supply Companies, and Building Contractors.

Jointly prepared by:

and by:

Reviewed and submitted for Council’s consideration by:

“original signed by”

“original signed by”

“original signed by”

Norm Desjardins
Chief Building Official

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

Christopher W. Oslund
City Manager



Building Permit Policy for Accessible Ramps

January 28, 2015

A building permit is not required providing the following conditions are met:

- ✓ The ramp is not more than 24" above the natural grade measured at any place,
 - ✓ The ramp is not attached to a building, deck or structure that is supported on a foundation having a footing depth which is below the frost,
 - ✓ The ramp is for access to a single detached dwelling, semi-detached dwelling or townhouse which contains not more than two dwelling units; and
 - ✓ The ramp is designed to have 1/10 slope or less and includes curbs, and handrails.
-

For accessible ramps that are more than 24" above the natural grade

- ✓ A Building Permit is required to ensure that construction is in accordance with Ontario Building Code standards.
 - ✓ For wood ramps, the submitted drawings shall be from a qualified designer. For a single detached dwelling, semi-detached dwelling or townhouse which contains not more than two dwelling units the property owner may take responsibility for the design of the ramp.
 - ✓ For metal ramps, engineered drawings signed and sealed by a Professional Engineer licensed to practice in Ontario are required.
-

For Accessible Ramps that are urgently needed

The Chief Building Official may make an exception in order to permit the installation of ramp that is more than 24" high without a building permit provided that the property owner and the supplier provide to the City a Commitment Letter in the format which is attached as Schedule A.



Building Permit Policy for Accessible Lifts

January 28, 2015

For lifts that provide access to a deck or platform not more than 24” high above the natural grade

A Building Permit is not required for modifications to the deck or landing or for the installation of the lift.

For lifts that provide access to a deck or platform more than 24” high above the natural grade

A Building Permit is required for:

- ✓ Modifications to the deck or landing to ensure that construction is in accordance with the Ontario Building Code; and
- ✓ Installation of the lift to ensure that installation is in accordance with CSA standards.

For more information, please contact:

Norm Desjardins, CBCO
Chief Building Official
City of Temiskaming Shores
325 Farr Drive, PO Box 2050 Haileybury Ontario P0J 1K0
Phone 705 672 3363 Ext. 4134 Email: ndesjardins@temiskamingshores.ca

Schedule "A" to Building Permit Policy for Accessible Ramps
Commitment Letter

1. Date: _____
2. Property Address _____
3. Property Owner(s) _____
4. Contact Person _____
5. Mailing Address _____
6. Telephone Number _____ Email Address: _____
7. Supplier / Contractor _____
8. Date that ramp will be installed _____
9. Date that the ramp will be removed _____

We request that the Chief Building Official for the City of Temiskaming Shores permit the installation of a ramp that is more than 24" high without a building permit.

We confirm that:

- a) There is an urgent need for the ramp; and
- b) The ramp is for access to a single detached dwelling, duplex, semi-detached dwelling or townhouse with not more than two dwelling units; and
- c) The ramp is designed to have a 1/10 slope or less, curbs, handrails, and
- d) A copy of the rental agreement or purchase agreement between the Property Owner and Supplier is attached to this letter.

Signature of Supplier / Contractor

Signature of Property Owner

Name of Supplier/Contractor

Signature of Property Owner

Received By: _____
Chief Building Official

Date: _____

Subject: Uno Park Road Bridge Update

Report No.:

PW-005-2015

Agenda Date:

February 3, 2015

Attachments

Appendix 01: K-Smart Associates Letter – January 6, 2015

Appendix 02: Township of Harley “Options Analysis” – January 13, 2015

Appendix 03: Township of Harley Resolution No. 2015-012

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-005-2015;
2. That Council agrees to support the decision of the Township of Harley regarding the replacement of the Uno Park Road Bridge with a 7.3 metre wide, steel deck, Bailey Bridge type structure; and
3. That Council directs Staff to include the City’s contribution for construction costs estimated at \$94,930.09 (5.49% of total) in the 2015 Capital Budget.

Background

At the Regular Meeting of Council held on October 15, 2013 Resolution No. 2013-490 as outlined below was considered and approved;

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-055-2013, more specifically Appendix 01 being the Expression of Interest for funding to complete the reconstruction / rehabilitation of existing bridge located approximately 1.5 kilometres east of Pipeline Road, on Uno Park Road; and
2. That Council for the City of Temiskaming Shores acknowledges the cost sharing agreement for maintenance and repairs of Uno Park Road with the Corporation of the Township of Harley; and
3. That Council acknowledges the funding received from the Municipal Infrastructure Investment Initiative (MIII) for the development of an Asset Management Plan, and that the City has been working diligently towards the completion of the required document by December 31st, 2013; and
4. That Council considers that through the development of the Asset Management Plan, the existing structure located on Uno Park Road, being a boundary road between Temiskaming Shores and Harley Township, will be confirmed as a significant priority for the City of Temiskaming Shores; and

5. That Council has reviewed the completed Expression of Interest for funding through the Small, Rural and Northern Municipal Infrastructure Fund - Capital Program, and declares that the information contained in the document is factually accurate; and
6. That Council directs Staff to work with the Township of Harley to finalize and submit the Expression of Interest, complete with all applicable documentation, to the Small, Rural and Northern Municipal Infrastructure Fund – Capital Program prior to the November 1st, 2013 deadline.

On February 21, 2014, the Township of Harley and the City of Temiskaming Shores were advised that the Application had received favourable acknowledgement and funding was approved through the *Small, Rural and Northern Municipal Infrastructure Fund - Capital Program*. The Province of Ontario will provide 90% toward the total net eligible costs of the project up to \$1,539,909.00.

The Township of Harley has taken the “lead” on the project, and in accordance with their Purchasing Policy and in consultation with City staff, has retained the services of K Smart Associates Limited (KSAL) for the detailed design and project administration of the work.

As indicated in **Appendix 01**, KSAL provided various options for consideration based on existing and anticipated traffic volumes and uses at this location.

Analysis

The Township of Harley reviewed the three (3) options provided by the Consultant given the cost estimate and local knowledge of traffic and maintenance needs at the location and provided a cost breakdown summary as outlined in **Appendix 02**.

Despite being \$18,759 higher than the original budget for the project, Option No. 2 is favoured based on the nature of the materials (steel decking), width of the driving surface and construction timeframes. Based on the terms of the funding agreement the construction of the project must be completed by December 31st, 2015.

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

In the original Expression of Interest and subsequent Application the City has committed to a financial contribution of \$200,000 or 12.5% of the total costs. Based on the approved funding and the option being considered, the City’s contribution for the construction costs are estimated at \$94,930.09 or 5.49% of the work.

Staffing implications related to this matter are limited to normal administrative functions and duties to review the final reports from the Consultant and to prepare payment of invoices received from the Township of Harley as submitted.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"original signed by"

"original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



K. SMART ASSOCIATES LIMITED

CONSULTING ENGINEERS AND PLANNERS

KITCHENER • SUDBURY • CHATHAM • NEW LISKEARD • RAINY RIVER

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January 6, 2015

File No. 14-114

Michel Lachapelle
Clerk Treasurer
Township of Harley
903303 Hanbury Road
RR2
New Liskeard ON P0J 1P0

**RE: UNO PARK BRIDGE REPLACEMENT
UNO PARK ROAD
COST ESTIMATES FOR GIRDER AND BAILEY BRIDGE OPTIONS**

Dear Michel:

As requested, we have prepared construction cost estimates for a two-span girder bridge with a deck width of 6.5m (as currently proposed), a 7.3m wide single span bailey style and a 5.5m wide single span bailey style. The cost estimates (not including HST) are as follows:

Option	Description	Estimated Cost
1	2 span steel girder bridge with concrete deck, 6.5m deck width	\$1,500,925.00
2	7.3m wide bailey style with steel deck	\$1,593,900.00
3	5.5m wide bailey style with steel deck	\$1,355,400.00

Cost breakdowns for all three options are attached to this letter as well as the quote received from Acrow Bridge for several bailey style options. For Options 2 and 3, we are using Acrow's prices for the respective steel decked bridge plus a 25% mark-up to account for assembly, installation and contractor mark-up.

Option 1 is the least expensive alternative which satisfies the previously submitted and approved design criteria. If the Township of Harley requires a minimum deck width of 6.5m, then Option 1 is the recommended Option.

If the Township of Harley was willing to accept a deck width of 5.5m, then Option 3 would be the recommended alternative structure. Although the 5.5m width is less than the 6.5m described in the design criteria, this structure width should be sufficient for most highway vehicles and farm equipment. There are several structures with a deck width of 5.5m in the area which have been constructed in the last several years.

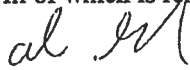
In summary, and assuming the Township of Harley requires a minimum deck width of 6.5m, Option 1 – Steel Girder Bridge would have the least cost and would be the recommended alternative. If the Township is willing to accept a 5.3m wide structure, then Option 3 would be the preferred alternative.

Page 2 – Uno Park Road Bridge Options

Please confirm which option the Township would like to pursue so that we can prepare the final design and proceed to tender.

If you have any questions, please do not hesitate to contact the undersigned.

All of which is respectfully submitted.

A handwritten signature in cursive script, appearing to read 'al M', positioned above the typed name.

Allan Garnham, P. Eng.
Project Manager

Encl.

Option 1 - 2 Span Steel Girder Bridge with Concrete Deck

Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization/Demobilization	Each	1	\$50,000.00	\$50,000.00
2	Earth Borrow	Tonne	1600	\$15.00	\$24,000.00
3	Granular "A" for Road	Tonne	500	\$25.00	\$12,500.00
4	Granular "B" for Road	Tonne	700	\$20.00	\$14,000.00
5	Granular "B" Backfill to Structure	Lump Sum	1	\$25,000.00	\$25,000.00
6	150mm Dia. Perforated Subdrain	Metre	30	\$75.00	\$2,250.00
7	Removal of Existing Structure	Lump Sum	1	\$50,000.00	\$50,000.00
8	Rock Protection	Cubic Metre	75	\$75.00	\$5,625.00
9	Gabion Baskets	Cubic Metre	60	\$450.00	\$27,000.00
10	Steel Beam Guide Rail w/o Channel	Metre	40	\$150.00	\$6,000.00
11	Extruder End Treatments	Each	4	\$3,500.00	\$14,000.00
12	Topsoll	Tonne	75	\$50.00	\$3,750.00
13	Hydraulic Seeding and Mulching	Sq. Metre	750	\$1.00	\$750.00
14	Light Duty Silt Fence	Metre	200	\$10.00	\$2,000.00
15	Straw Bale Check Dams	Each	6	\$250.00	\$1,500.00
16	Earth Excavation for New Structure and Dewa.	Lump Sum	1	\$100,000.00	\$100,000.00
17	Piling - Mobilization/Demobilization	Lump Sum	1	\$50,000.00	\$50,000.00
18	Piling - HP 310 x 110 Driven in Place	Metre	1080	\$275.00	\$297,000.00
19	Concrete Working Slab	Lump Sum	1	\$2,500.00	\$2,500.00
20	Concrete in Abutments and Wingwalls	Lump Sum	1	\$125,000.00	\$125,000.00
21	Concrete in Pier	Lump Sum	1	\$50,000.00	\$50,000.00
22	Concrete in Deck	Lump Sum	1	\$150,000.00	\$150,000.00
23	Concrete in Approach Slabs	Lump Sum	1	\$20,000.00	\$20,000.00
24	Uncoated Reinforcing Steel Bar	Tonne	21.1	\$2,500.00	\$52,750.00
25	Coated Reinforcing Steel Bar	Tonne	9	\$3,000.00	\$27,000.00
26	Structural Steel	Tonne	47.5	\$5,000.00	\$237,500.00
27	Thrie Beam Guide Rail	Metre	118	\$600.00	\$70,800.00
28	Natural Rubber Bearings	Lump Sum	1	\$5,000.00	\$5,000.00
29	Contingencies	Lump Sum	1	\$75,000.00	\$75,000.00

total

\$1,500,925.00

Option 2 - 7.3m Wide Single Span Bailey Bridge

Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization/Demobilization	Each	1	\$50,000.00	\$50,000.00
2	Granular "A" for Road	Tonne	200	\$25.00	\$5,000.00
3	Granular "B" for Road	Tonne	500	\$20.00	\$10,000.00
4	Granular "B" Backfill to Structure	Lump Sum	1	\$35,000.00	\$35,000.00
5	150mm Dia. Perforated Subdrain	Metre	40	\$75.00	\$3,000.00
6	Removal of Existing Structure	Lump Sum	1	\$50,000.00	\$50,000.00
7	Rock Protection	Cubic Metre	50	\$75.00	\$3,750.00
8	Gabion Baskets	Cubic Metre	75	\$450.00	\$33,750.00
9	Steel Beam Guide Rail w/o Channel	Metre	40	\$150.00	\$6,000.00
10	Extruder End Treatments	Each	4	\$3,500.00	\$14,000.00
11	Topsoil	Tonne	75	\$50.00	\$3,750.00
12	Hydraulic Seeding and Mulching	Sq. Metre	750	\$1.00	\$750.00
13	Light Duty Silt Fence	Metre	200	\$10.00	\$2,000.00
14	Straw Bale Check Dams	Each	6	\$250.00	\$1,500.00
15	Earth Excavation for New Structure and Dewa.	Lump Sum	1	\$75,000.00	\$75,000.00
16	Piling - Mobilization/Demobilization	Lump Sum	1	\$50,000.00	\$50,000.00
17	Piling - HP 310 x 110 Driven in Place	Metre	1080	\$275.00	\$297,000.00
18	Concrete Working Slab	Lump Sum	1	\$5,000.00	\$5,000.00
19	Concrete In Footings	Lump Sum	1	\$45,000.00	\$45,000.00
20	Concrete In Abutments and Wingwalls	Lump Sum	1	\$85,000.00	\$85,000.00
21	Uncoated Reinforcing Steel Bar	Tonne	18	\$2,500.00	\$45,000.00
22	Supply and Install Bailey Bridge	Lump Sum	1	\$698,400.00	\$698,400.00
23	Contingencies	Lump Sum	1	\$75,000.00	\$75,000.00

total

\$1,593,900.00

Option 3 - 5.5m Wide Single Span Bailey Bridge

Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization/Demobilization	Each	1	\$50,000.00	\$50,000.00
2	Granular "A" for Road	Tonne	200	\$25.00	\$5,000.00
3	Granular "B" for Road	Tonne	500	\$20.00	\$10,000.00
4	Granular "B" Backfill to Structure	Lump Sum	1	\$35,000.00	\$35,000.00
5	150mm Dia. Perforated Subdrain	Metre	40	\$75.00	\$3,000.00
6	Removal of Existing Structure	Lump Sum	1	\$50,000.00	\$50,000.00
7	Rock Protection	Cubic Metre	50	\$75.00	\$3,750.00
8	Gabion Baskets	Cubic Metre	75	\$450.00	\$33,750.00
9	Steel Beam Guide Rail w/o Channel	Metre	40	\$150.00	\$6,000.00
10	Extruder End Treatments	Each	4	\$3,500.00	\$14,000.00
11	Topsoil	Tonne	75	\$50.00	\$3,750.00
12	Hydraulic Seeding and Mulching	Sq. Metre	750	\$1.00	\$750.00
13	Light Duty Silt Fence	Metre	200	\$10.00	\$2,000.00
14	Straw Bale Check Dams	Each	6	\$250.00	\$1,500.00
15	Earth Excavation for New Structure and Dewa.	Lump Sum	1	\$75,000.00	\$75,000.00
16	Piling - Mobilization/Demobilization	Lump Sum	1	\$50,000.00	\$50,000.00
17	Piling - HP 310 x 110 Driven in Place	Metre	1080	\$275.00	\$297,000.00
18	Concrete Working Slab	Lump Sum	1	\$5,000.00	\$5,000.00
19	Concrete In Footings	Lump Sum	1	\$45,000.00	\$45,000.00
20	Concrete In Abutments and Wingwalls	Lump Sum	1	\$85,000.00	\$85,000.00
21	Uncoated Reinforcing Steel Bar	Tonne	18	\$2,500.00	\$45,000.00
22	Supply and Install Bailey Bridge	Lump Sum	1	\$459,900.00	\$459,900.00
23	Contingencies	Lump Sum	1	\$75,000.00	\$75,000.00

total

\$1,355,400.00

Township of Harley / City of Temiskaming Shores
 Uno Park Bridge Replacement Project
 January 13, 2015

	Option 1 2 Span steel girder bridge concrete deck 6.5m deck 21.3 ft wide	Option 2 Bailey style Bridge Steel deck 7.3m deck 24 ft wide	Option 3 Bailey style Bridge Steel deck 5.5m deck 18 ft wide
1 Engineering Fees:			
Engineering	\$ 100,105.00	\$ 100,105.00	\$ 100,105.00
Heritage Report	\$ 5,843.45	\$ 5,843.45	\$ 5,843.45
	<u>\$ 105,948.45</u>	<u>\$ 105,948.45</u>	<u>\$ 105,948.45</u>
Plus HST	\$ 13,773.30	\$ 13,773.30	\$ 13,773.30
	<u>\$ 119,721.75</u>	<u>\$ 119,721.75</u>	<u>\$ 119,721.75</u>
Less Refundable HST	\$ 11,908.39	\$ 11,908.39	\$ 11,908.39
Total Engineering Cost	<u>\$ 107,813.35</u>	<u>\$ 107,813.35</u>	<u>\$ 107,813.35</u>
2 Construction:			
1 Mobilization.Demobilization	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
2 Earth Borrow	\$ 24,000.00		
3 Granular "A" for Road	\$ 12,500.00	\$ 5,000.00	\$ 5,000.00
4 Granular "B" for Road	\$ 14,000.00	\$ 10,000.00	\$ 10,000.00
5 Granular "B" backfill ato structure	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00
6 150mm Dia. perforated subdrain	\$ 2,250.00	\$ 3,000.00	\$ 3,000.00
7 Removal of exixting structure	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
8 Rock Protection	\$ 5,625.00	\$ 3,750.00	\$ 3,750.00
9 Gabion baskets	\$ 27,000.00	\$ 33,750.00	\$ 33,750.00
10 Steel Beam Guide rails w/o Channel	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
11 Extruder End Treatments	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
12 Topsoil	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00
13 Hydraulics Seeding and Mulching	\$ 750.00	\$ 750.00	\$ 750.00
14 Light Duty silt Fence	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
15 Straw bales check dams	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
16 Earth excavation for new structure and dewa.	\$ 100,000.00	\$ 75,000.00	\$ 75,000.00
17 Pilling - Mobilization/Demobilisation	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
18 Pilling - HP 310 x 110 Driven in place	\$ 297,000.00	\$ 297,000.00	\$ 297,000.00
19 Concrete working slab	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
20 Concrete in abutment and wingwalls	\$ 125,000.00	\$ 85,000.00	\$ 85,000.00
21 concrete in pier / footing	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00
22 Concrete in Deck	\$ 150,000.00		
23 Concrete in approach slab	\$ 20,000.00		
24 Uncoated reinforcing steel bar	\$ 52,750.00	\$ 45,000.00	\$ 45,000.00
25 Coated reinforcing steel bar	\$ 27,000.00		
26 Structural steel	\$ 237,500.00		
27 Thrie beam Guide rail	\$ 70,800.00		
28 Natural bubber bearings	\$ 5,000.00		
Supply and install Bailey Bridge		\$ 698,400.00	\$ 459,900.00
29 Contingences	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Subtotal	<u>\$ 1,500,925.00</u>	<u>\$ 1,593,900.00</u>	<u>\$ 1,355,400.00</u>
Plus non refundable HST	<u>\$ 195,120.25</u>	<u>\$ 207,207.00</u>	<u>\$ 176,202.00</u>

Total	\$ 1,696,045.25	\$ 1,801,107.00	\$ 1,531,602.00
Less Refundable HST	\$ 168,700.97	\$ 179,151.17	\$ 152,344.25
Total Estimated Construction Cost	<u>\$ 1,527,344.28</u>	<u>\$ 1,621,955.83</u>	<u>\$ 1,379,257.75</u>
Total Project Cost	\$ 1,635,157.64	\$ 1,729,769.18	\$ 1,487,071.11
Maximum funding from SRNMIF-CTL (90%)	\$ 1,471,641.87	\$ 1,539,909.00	\$ 1,338,363.99
Township share of Project	<u>\$ 163,515.76</u>	<u>\$ 189,860.18</u>	<u>\$ 148,707.11</u>
Cost in Percentage	10.00%	10.98%	10.00%
Cost per Municipality	\$ 81,757.88	\$ 94,930.09	\$ 74,353.56
Lifespan in years	100	75	75
Cost Per Year	<u>\$ 16,351.58</u>	<u>\$ 23,063.59</u>	<u>\$ 19,827.61</u>

Note: Maximum funding from SRNMIF-CTL is the lesser of 90% of the project cost or \$1,539,909.
Option 2 is \$18,759.18 over budget, but the bridge is .8m wider (31 inches)
Option 1 is \$75,852 under budget.

THE CORPORATION OF THE TOWNSHIP OF HARLEY

RESOLUTION/MOTION

MOVED BY: Mark Sporn

NO: 2015-012

SECONDED BY: C. Fielder

DATE: January 13, 2015

That we, the Council of the Township of Harley do hereby, acknowledge receipt of the Cost Estimates Girder and Bailey Bridge Options Report for the Uno Park Bridge Replacement, as prepared by K. Smart Associates Limited. And direct the Engineer to proceed with Option No. 2, 7.3m wide bailey style with steel deck _{Bridge} as recommended by the Road Superintendent.

CARRIED
TABLED

AMENDED
DEFEATED

SIGNATURE [Signature]

RECORDED VOTE

Councillor A. Bilow	F <input checked="" type="checkbox"/>	A <input type="checkbox"/>	Councillor R. McNaughton	F <input checked="" type="checkbox"/>	A <input type="checkbox"/>
Councillor M. Gosselin	F <input checked="" type="checkbox"/>	A <input type="checkbox"/>	Councillor C. Fielder	F <input type="checkbox"/>	A <input checked="" type="checkbox"/>
Reeve P. Archambault	F <input type="checkbox"/>	A <input type="checkbox"/>	Total	3	1

DECLARATION OF CONFLICT OF INTEREST

Disclosed his/her/their interest, abstained from discussion and did not vote on the question.

Recorded Vote requested by Clerk Councillor Clifford Fielder

Subject: Internal Audit and Management
Review - DWQMS

Report No.: PW-006-2015
Agenda Date: February 3, 2015

Attachments

Appendix 01: Internal Audit 2014

Appendix 02: Management Review Minutes 2014

Appendix 03: SAI Global Off-site Audit Report

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-006-2015;
2. That Council acknowledges completion of the Internal Audit and Management Review (2014) in accordance to Section 12 *Communications* of the Operational Plan as well as receipt of the off-site audit report done by SAI Global; and
3. That Council directs staff to make the necessary changes within the Drinking Water Quality Management Standard (DWQMS) in accordance with the results of the Internal Audit; and

Background

Justice Dennis O'Connor, in Part Two of the Report of the Walkerton Inquiry, recommended the adoption of quality management for municipal drinking water systems. It was also recommended that a quality management standard specifically designed for drinking water systems be developed and implemented in Ontario, thus leading to the creation of the Drinking Water Quality Management Standard (DWQMS).

The adoption of quality management systems is not new to the drinking water community in Ontario; however the requirement to implement the DWQMS is now mandated through the Safe Drinking Water Act, 2002 (SDWA).

In 2012 the City obtained the services of SAI Global, an accreditation agency, to perform a mandatory third-party external on-site audit of the drinking water Quality Management System (QMS) to ensure conformity with the Drinking Water Quality Management Standard (DWQMS) requirements. The results of the external audit enabled the City to obtain a **Full Scope – Entire DWQMS License**. The third-party on-site audit is required every three years with off-site audits required for those years in between.

Analysis

The City is required (at least annually) to perform an internal audit of the Quality Management System (QMS) to evaluate conformance to the requirements of the Drinking Water Quality Management Standard (DWQMS) by qualified personnel. This requirement is outlined in Element 19 (Internal Audits) of the Operational Plan, more specifically Appendix 18 -0113 Internal Audit Procedures. On December 17th, 2014 the internal audit was performed by Management and Operational Staff. The audit was successful in that there were very few recommendations for changes to the Operational Plan. **Appendix 01** – Internal Audit 2014 outlines the purpose and intent of the audit as well as any recommended changes identified.

In accordance with the requirements of the DWQMS, the City is also required to conduct a Management Review of the DWQMS annually to ensure its continuing suitability, adequacy and effectiveness. The requirements of the Management Review are outlined in Element 20 of the Operational Plan. On January 15th, 2015 this review was conducted by senior management by reviewing and discussing all necessary items including the recommended changes identified in the internal audit. **Appendix 02** – Management Review Minutes 2014 outlines the results of the review.

In January of 2015, SAI Global performed the off-site audit of the DWQMS. The results of the audit showed that there were no non-conformities identified. **Appendix 03** outlines the audit report provided by SAI Global.

Financial / Staffing Implications

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

Alternatives

No alternatives were considered.

Submission

Prepared by: Reviewed and approved by: Reviewed and submitted for Council’s consideration by:

 Steve Burnett
 Technical & Environmental
 Compliance Coordinator

 G. Douglas Walsh, CET
 Director of Public Works

 Christopher W. Oslund
 City Manager

Internal Audit Water Distribution Systems

Water Systems:	New Liskeard	Dymond	Haileybury
Assoc. DWWP:	218 - 203	218 - 201	212 - 202
Date of Internal Audit:	December 17th, 2014		Date of Report: December 29th, 2014
Auditor(s):	Doug Walsh, Director of Public Works; Robert Beaudoin, Environmental Superintendent; Richard Nichols, Operator; Steve Burnett, Technical & Environmental Compliance Coordinator.		
Documents Viewed:	Operations Manual, Applicable Municipal Licences, Applicable Municipal Permits; Applicable Permits to Take Water;		
Accreditation Option:	<input type="checkbox"/> Limited Scope – Partial DWQMS	<input type="checkbox"/> Limited Scope – Entire DWQMS	<input checked="" type="checkbox"/> Full Scope – Entire DWQMS

Purpose:

This checklist is to be used to document and summarize the objective evidence and findings gathered during the course of the internal QMS audit conducted as per the QMS Procedure for Internal QMS Audits.

Audit Objectives:

The objectives of this internal QMS audit are:

- To evaluate the conformance of the City's QMS to the requirements of the Drinking Water Quality Management Standard (DWQMS),
- To identify and correct nonconformities with the systems documented QMS, and
- To assess the effectiveness of the QMS and ensure that it is continually improving with each cycle.

Scope:

This protocol has been designed to encompass all the requirements of the DWQMS. All activities within the scope of the QMS implemented for the system (as documented in the Operational Plan) are auditable.

Note to Auditor(s):

Prior to commencing an internal QMS audit, the auditor(s) must review Appendix 18 – Internal Audit Procedure contained within the *Drinking Water Quality Management System Manual – Operational Plan*.

Additional information/guidance with respect to auditing each of the 21 DWQMS elements has been provided herein.

Internal Audit Water Distribution Systems

Audit:

The meeting commenced with a refresher on the five (5) major components, Drinking Water Works Permit, Permit to Take Water, approved Operational Plan, approved Financial Plan and accredited Operating Authority for the acquisition of a Municipal Licence.

The associated Drinking Water Works Permits, Water Works Permit, Municipal Permits, Permit to Take Water were reviewed with the objective of ensuring participants were aware of municipal and operating authority obligations.

It was outlined that AECOM submitted the Financial Plan and was considered and adopted by Council in September of 2012.

It was outlined that Temiskaming Shores now holds a Full Scope – Entire DWQMS Licence which was applied for subsequent to the completion of the initial internal audit, Management Review and external audit.

The previous internal audit that was held in December of 2013 was reviewed and discussed.

The majority of the audit focused on the Operational Plan and associated Policies, Procedures and resulting records.

DWQMS Requirement	Yes	No	Comments
1. Quality Management System			
PLAN The Operational Plan shall document a QMS that meets the requirements of this standard.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall establish and maintain the QMS in accordance with the requirements of this Standard and the policies and procedures documented in the Operational Plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: None			

DWQMS Requirement	Yes	No	Comments
2. Quality Management System Policy			
PLAN The Operational Plan shall document a QMS Policy that provides the foundation for the QMS, and:			
a) Is appropriate for the size and type of the subject system;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) Includes a commitment to the maintenance and continual improvement of the QMS;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) Includes a commitment to the consumer to provide safe drinking water;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) Includes a commitment to comply with applicable legislation and regulations, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Internal Audit Water Distribution Systems

e) Is in a form that provides for ready communication to all Operating Authority personnel, the Owner and the public.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall establish and maintain a QMS that is consistent with the Policy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: None			

DWQMS Requirement	Yes	No	Comments
3. Commitment and Endorsement PLAN The Operational Plan shall contain a written endorsement of its contents by Top Management and the Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO Top Management shall provide evidence of its commitment to an effective QMS by:			
a) Ensuring that a QMS is in place that meets the requirements of this Standard;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) Ensuring that the Operating Authority is aware of all applicable legislative and regulatory requirements;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) Communicating the QMS according to the procedure for communications, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) Determining, obtaining or providing the resources needed to maintain and continually improve the QMS.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: None.			

DWQMS Requirement	Yes	No	Comments
4. Quality Management System Representative PLAN The Operational Plan shall identify a QMS representative.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO Top Management shall appoint, and authorize a QMS representative who, irrespective of other responsibilities, shall:			
a) Administer the QMS by ensuring that processes and procedures needed for the QMS are established and maintained;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) Report to Top Management on the performance of the QMS and any need for improvement;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) Ensure that current versions of documents required by the QMS are being used at all times;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) Ensure that personnel are aware of all applicable legislative and regulatory requirements that pertain to their duties for the operation of the subject system, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Legislative requirements are refreshed when operators take course examinations.

Internal Audit Water Distribution Systems

e) Promote awareness of the QMS throughout the Operating Authority.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: The previous audit indicated that some documents were in need of being updated. Since that time these updates have been done.			

DWQMS Requirement	Yes	No	Comments
5. Document and Records Control			
PLAN			
The Operational Plan shall document a procedure for document and records control that describes how:			
a) Documents required by the QMS are:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ kept current, legible and readily identifiable;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ retrievable;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ stored, protected, retained and disposed of, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) records required by the QMS are:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ kept legible, and readily identifiable;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ retrievable;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ stored, protected, retained and disposed of.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO			
The Operating Authority shall implement and conform to the procedure for document and records control and shall ensure that the QMS documentation for the subject system includes:			
a) the Operational Plan and its associated policies and procedures;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Needs improvement
b) documents and records determined by the Operating Authority as being needed to ensure the effective planning, operation and control of its operations, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) the results of internal and external audits and management reviews.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: Policies and procedures within the Operational Plan should be reviewed more frequently.			

DWQMS Requirement	Yes	No	Comments
6. Drinking Water System			
PLAN			
The Operational Plan shall document, as applicable:			
a) For the subject system:			
➤ a description of the system including all treatment processes and distribution system components;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ the name of the Owner and Operating Authority;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ a process flow chart;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Internal Audit Water Distribution Systems

➤ a description of the water source, including:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ general characteristics of the raw water supply,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ common event-driven fluctuations and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ any resulting operational challenges and threats.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
➤ a description of any critical upstream or downstream process relied upon to ensure the provision of safe drinking water.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) If the subject system is an operational subsystem, a summary description of the municipal residential drinking-water system it is a part of	<input type="checkbox"/>	<input type="checkbox"/>	NOT APPLICABLE
c) If the subject system is connected to one or more other drinking-water systems owned by different owners, a summary description of those systems which:	<input type="checkbox"/>	<input type="checkbox"/>	NOT APPLICABLE
➤ indicates whether the subject system obtains water from or supplies water to those systems, and	<input type="checkbox"/>	<input type="checkbox"/>	
➤ names the Owner and Operating Authority of those systems.	<input type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall ensure that the description of the drinking-water system is kept current.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments:			
The description of the water systems were reviewed and recommended for modification based on comments from Operational personnel.			
The associated distribution maps were reviewed in detail with some minor modifications recommended.			

DWQMS Requirement	Yes	No	Comments
7. Risk Assessment			
PLAN			
The Operational Plan shall document a risk assessment process that:			
a) identifies potential hazardous events and associated hazards;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) assesses the risks associated with the occurrence of hazardous events;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) ranks the hazardous events according to the associated risk;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) identifies control measures to address the potential hazards and hazardous events;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e) identifies a critical control point;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f) identifies a method of verify at least once a year, the currency of the information and the validity of the assumptions used in the risk assessment;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
g) ensures that a risk assessment is conducted at least once every thirty-six months, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Internal Audit Water Distribution Systems

h) considers the reliability and redundancy of equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall perform a risk assessment consistent with the documented process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: The Risk Assessment process was reviewed in detail providing a greater understanding to all those auditing as to how risks had been assessed.			

DWQMS Requirement	Yes	No	Comments
8. Risk Assessment Outcomes			
PLAN The Operational Plan shall document:			
a) the identified potential hazardous events and associated hazards;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) the assessed risks associated with the occurrence of hazardous events;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) the ranked hazardous events;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) the identified control measures to address the potential hazards and hazardous events;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e) the identified critical control points and their respective critical control limits;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f) procedures and/or processes to monitor the critical control limits;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
g) procedures to respond to deviations from the critical control limits, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
h) procedures for reporting and recording deviations from the critical control limits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall implement and conform to the procedures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: The Risk Assessments for the three (3) independent water systems were reviewed and verified with respect to the currency of the information. As a group, discussions were held with respect to identifying any other potential risks that should be incorporated. No additional risks were identified.			

DWQMS Requirement	Yes	No	Comments
9. Organizational Structure, Roles, Responsibilities and Authorities			
PLAN The Operational Plan shall:			
a) describe the organizational structure of the Operating Authority including respective roles, responsibilities and authorities;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) delineate corporate oversight roles, responsibilities and authorities in the case where the Operating Authority operates multiple subject systems;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Internal Audit Water Distribution Systems

c) identify the person, persons or group of people within the management structure of the organization responsible for undertaking the Management Review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) Identify the person, persons or group of people, having Top Management responsibilities required by this Standard, along with their responsibilities, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e) Identify the Owner of the subject system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall keep current the description of the organizational structure including respective roles, responsibilities and authorities, and shall communicate this information to Operating Authority personnel and the Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: None			

DWQMS Requirement	Yes	No	Comments
10. Competencies PLAN The Operational Plan shall document:			
a) competencies required for personnel performing duties directly affecting drinking water quality;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) activities to develop and maintain competencies for personnel performing duties directly affecting drinking water quality, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) activities to ensure that personnel are aware of the relevance of their duties and how they affect safe drinking water.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall undertake activities to:			
a) meet and maintain competencies for personnel directly affecting drinking water quality and shall maintain records of these activities, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) ensure that personnel are aware of the relevance of their duties and how they affect safe drinking water, and shall maintain records of these activities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: None			

DWQMS Requirement	Yes	No	Comments
11. Personnel Coverage PLAN The Operational Plan shall document a procedure to ensure that sufficient personnel meeting identified competencies are available for duties that directly affect drinking water quality.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Internal Audit Water Distribution Systems

The Operating Authority shall implement and conform to the procedure.			
Additional Comments: It was identified at the previous audit that the hours of operations needed to be updated under Personnel Coverage. These updates have been made.			

DWQMS Requirement	Yes	No	Comments
12. Communications PLAN The Operational Plan shall document a procedure for communications that describes how the relevant aspects of the QMS are communicated between Top Management and:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a) the Owner;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) Operating Authority personnel;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) suppliers, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) the public	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall implement and conform to the procedure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: In regards to customer complaints, improvements to communication between the City and OCWA are on-going.			

DWQMS Requirement	Yes	No	Comments
13. Essential Supplies and Services PLAN The Operational Plan shall:			
a) identify all supplies and services essential for the delivery of safe drinking water and shall state, for each supply or service, the means to ensure it procurement, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) include a procedure by which the Operating Authority ensures the quality of essential supplies and services, in as much as they may affect drinking water quality.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall implement the procedure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: None.			

DWQMS Requirement	Yes	No	Comments
14. Review and Provision of Infrastructure PLAN The Operational Plan shall document a procedure for the annual review of the adequacy of the infrastructure necessary to operate and maintain the subject system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Internal Audit Water Distribution Systems

DO The Operating Authority shall implement and conform to the procedure and communicate the findings of the review to the Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: Periodic (approx. monthly) consultation meetings are held between the municipality and the Ontario Clean Water Agency (OCWA) through which all water and wastewater facilities are reviewed and discussed with respect to any operational issues. This process allows for good communication between the City and OCWA as well as assists in identifying any potential deficiencies.			

DWQMS Requirement	Yes	No	Comments
15. Infrastructure Maintenance, Rehabilitation and Renewal			
PLAN The Operational Plan shall document a summary of the Operating Authority's infrastructure maintenance, rehabilitation and renewal programs for the subject system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall:			
a) keep the summary current;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) communicate the programs to the Owner, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) monitor the effectiveness of the maintenance program.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: The general process for establishment of an annual Capital Budget was presented to the Audit Team. It was felt that the current process works well. It was reminded that if any additions are made to the water systems, MOE requires a Form 1 to be filled out and retained for 10 years.			

DWQMS Requirement	Yes	No	Comments
16. Sampling, Testing and Monitoring			
The Operational Plan shall document:			
a) a sampling, testing and monitoring procedure for process control and finished drinking water quality including requirements for sampling, testing and monitoring at the conditions most challenging to the subject system;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) a description of any relevant sampling, testing or monitoring activities that take place upstream of the subject system, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) a procedure that describes how sampling, testing and monitoring results are recorded and shared between the Operating Authority and the Owner, where applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall implement and conform to the procedures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments:			

Internal Audit Water Distribution Systems

It was noted in the previous audit that the addition of temperature and ph testing was required. This addition was completed.

DWQMS Requirement	Yes	No	Comments
17. Measurement and Recording Equipment Calibration and Maintenance PLAN The Operational Plan shall document a procedure for the calibration and maintenance of measurement and recording equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall implement and conform to the procedure.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PRV's within Haileybury Distribution System are not calibrated nor maintained on a regular basis.
Additional Comments: It is recommended that manuals for the Pressure Reducing Valves (PRV) within the Haileybury Water Distribution System be provided to operational staff and that recommended calibrations and maintenance requirements be implemented and recorded. It was noted that manuals for the PVR's are potentially not available and that an outside contractor would be necessary to perform the required calibrations and maintenance. It was suggested that OCWA could potentially assist in the maintenance and calibration of the PRV's.			

DWQMS Requirement	Yes	No	Comments
18. Emergency Management PLAN The Operational Plan shall document a procedure to maintain a state of emergency preparedness that includes:			
a) a list of potential emergency situations or service interruptions;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) process for emergency response and recovery;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) emergency response training and testing requirements;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) Owner and Operating Authority responsibilities during emergency situations;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e) Reference to municipal emergency planning measures as appropriate, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f) An emergency communication protocol and up-to-date list of emergency contacts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall implement and conform to the procedure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: None			

DWQMS Requirement	Yes	No	Comments
19. Internal Audits			

Internal Audit Water Distribution Systems

PLAN The Operational Plan shall document a procedure for internal audits that:			
a) evaluates conformity of the QMS with the requirements of this Standard;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) identifies internal audit criteria, frequency, scope, methodology and record-keeping requirements;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) considers previous internal and external audit results, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) describes how QMS corrective actions are identified and initiated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO The Operating Authority shall implement and conform to the procedure and shall ensure that internal audits are conducted at least once every twelve months.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: It was recommended that formal training be provided for the internal audit process as well as training for Operators in preparation for writing exams to move forward to the next level of certification. It was noted that Operators have taken exam prep. courses and 2 have successfully passed level 2 water distribution and supply.			


DWQMS Requirement	Yes	No	Comments
20. Management Review PLAN The Operational Plan shall document a procedure for management review that evaluates the continuing suitability, adequacy and effectiveness of the QMS and that includes consideration of:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a) incidents of regulatory non-compliance;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) incidents of adverse drinking-water tests;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) deviations from critical control point limits and response actions;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) the efficiency of the risk assessment process;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e) internal and third-party audit results;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f) results of emergency response testing;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
g) operational performance;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
h) raw water supply and drinking water quality trends;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
i) follow-up on action items from previous management reviews;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
j) the status of management action items identified between reviews;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
k) changes that could affect the QMS;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
l) consumer feedback;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
m) the resources needed to maintain the QMS;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
n) the results of the infrastructure review;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
o) Operational Plan currency, content and updates,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	


Internal Audit Water Distribution Systems

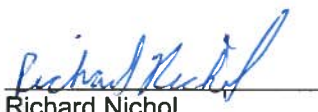
and			
p) staff suggestions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DO Top Management shall implement and conform to the procedure and shall:			
a) ensure that a management review is conducted at least once every twelve months;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) consider the results of the management review and identify deficiencies and action items to address the deficiencies;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) provide a record of any decisions and action items related to the management review including the personnel responsible for delivering the action items and the proposed timelines for their implementation, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) report the results of the management review, the identified deficiencies, decisions and action items to the Owner.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: After the internal audit in 2013, the Management Review Meeting was held and an Administrative Report was presented to Council.			


DWQMS Requirement	Yes	No	Comments
21. Continual Improvement DO The Operating Authority shall strive to continually improve the effectiveness of its QMS through the use of correction actions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Additional Comments: Although Operators have had limited exposure to the Municipal Licencing Program they are strongly in support of its foundations and appear willing to accept the changes required to adapt to the program.			

Audit Sign-off


 G. Douglas Walsh, CET
 Director of Public Works
 Auditor


 Robert Beaudoin
 Environmental Superintendent
 Auditor


 Richard Nichol
 System Operator
 Auditor


 Steve Burnett
 Technical Environmental
 Compliance Coordinator
 Auditor

residents with their tax bills in 2014. It was also noted that the City and OCWA continually promote water conservation through local media as well as trade shows.

2.6. TS-117 – Poor Chlorine Residuals - MOECC Pilot Project – Long dead end looping

In 2009 the City received an order from the MOECC in regards to free chlorine residuals on the deadend line feeding 399 Radley Hill Road (Manitoulin Transport) requiring steps to ensure a free chlorine residual above 0.05 mg/L. The City is currently working with the MOE, Standards Development Branch in regards to a pilot project for long dead-end looping. This pilot project seems to be a long drawn out process; MOECC has retained the services of AECOM for this project. City staff will follow up with the MOECC to see where the pilot project stands.

2.7. TS-135 – Water Loss Audit – Leak Detection Program

MOECC recommends that the municipality undertake a water loss audit for the New Liskeard water system. It was noted that the City has recently upgraded their leak detection equipment and a program could potentially be put into place in the spring of 2015 in conjunction with the hydrant flushing program.

2.8. TS-154 – Raw Water Trending – Dymond System

On September 12, 2012 the MOECC has identified a concern with the Raw Water trending at the Dymond Water Plant. In general terms the aquifer during the summer of 2012 has dropped by 27 ft (8.2 m) and there have been hits of e-coli and total chloroform. Municipal staff and OCWA met on several occasions in regards to this matter. A meeting was also held with the MOECC on September 21, 2012 via teleconference. The MOECC is requiring that the city complete a GUDI assessment as well as an inspection of the wells via closed circuit camera. The GUDI assessment was awarded to Story Environmental Inc. and was completed in the summer of 2013. From the recommendations of the assessment, Phase 2 of the project was approved by Council and was completed in the fall of 2013. Phase 2 consisted of the installation of packers in each of the 2 wells. Phase 3 of the project, which involved the monitoring of the packers for a period of one year to determine if permanent liners will eliminate the potential for contamination of the raw water, was completed in 2014. It was noted that the City is awaiting word on funding to link the Dymond distribution system with the New Liskeard System. This linking will allow the City to decommission the wells in Dymond and resolve the issue. The funding announcement is expected early in 2015.

3. INCIDENTS OF ADVERSE DRINKING WATER TESTS

It was noted that there was 1 adverse water incident throughout the water systems in 2014. The incident was the result of loss of pressure on the gravity system in Haileybury due to a water break.

4. DEVIATIONS FROM CRITICAL CONTROL POINT LIMITS AND RESPONSE ACTIONS

No incidents for the distribution system noted.

5. EFFECTIVENESS OF RISK ASSESSMENT PROCESS

The process for risk assessment seems to be working effectively. It was noted that the utilization of specific forms could be improved.

6. INTERNAL AND THIRD PARTY AUDIT RESULTS

On December 17th, 2014, the required internal audit was performed by key staff members.

The associated Drinking Water Works Permits, Water Works Permit, Municipal Permits, Permit to Take Water were reviewed by the auditors with the objective of ensuring awareness of municipal and operating authority obligations.

Additional specific results of the internal audit are as follows:

- a) **QMS:** The Operational Plan documents a QMS that meets the requirements of the DWQMS.
- b) **Policy:** The Operating Authority establishes and maintains a QMS that is consistent with the Policy.
- c) **Commitment and Endorsement:** The city continues to provide commitment and endorsement to the DWQMS with respect to training, staffing, and support.
- d) **QMS Rep:** Further awareness is required with respect to legislative requirements.
- e) **Document and Records Control:** The Operational Plan is available on the hard drive accessible via the Toughbook located in the service van.
- f) **System Description:** Description of the water systems were reviewed with minor modifications being made based on comments for Operational personnel. The associated distribution maps had also been reviewed in detail with some minor modifications recommended.
- g) **Risk Assessment:** The Risk Assessment process was reviewed in detail providing a greater understanding to all those auditing as to how risks are assessed.
- h) **Risk Assessment Outcomes:** The Risk Assessments for the three (3) independent water systems were reviewed and verified with respect to the currency of the information. Auditors discussed how potential risks are identified and no additional risks had been identified.
- i) **Roles and Responsibilities:** The Roles and Responsibilities are up to date and current.
- j) **Competencies:** All required training is being provided; staff are licensed according to system classifications.
- k) **Personnel Coverage:** No modifications to the Operational Plan were necessary.
- l) **Communications:** It was noted that in regards to customer complaints, better communication between City staff and OCWA is necessary.
- m) **Essential Supplies:** The Essential Supplies list was deemed adequate.
- n) **Infrastructure Review:** It was noted that Periodic (approx. monthly) consultation meetings are held between municipal and OCWA staff at which time all water and wastewater facilities are reviewed and discussed with respect to any operational issues. This process allows for good communication between the City and OCWA as well as assists in identifying any potential deficiencies.
- o) **Infrastructure Maintenance:** The audit described the general process for establishment of an annual Capital Budget. The Audit Team is of the opinion that the current process works well. It was noted that if any additions are made to the water systems, the MOECC requires a Form 1 to be filled out and retained for 10 years.

- p) **Sampling:** OCWA provides distribution sampling as stated in the Operational Plan. The testing of ph and temperature were to this section of the Operational Plan.
- q) **Equipment Calibration:** It is recommended that manuals for the Pressure Reducing Valves (PRV) within the Haileybury Water Distribution System be provided to operational staff and that recommended calibrations and maintenance requirements be implemented and recorded. It was noted that manuals for the PVR's are potentially not available and that an outside contractor would be necessary to perform the required calibrations and maintenance. Staff will investigate utilizing OCWA to perform the maintenance and calibration of the PRV's in the spring of 2015.
- r) **Emergency Management:** No modifications were necessary in this section of the Operational Plan.
- s) **Internal Audit:** The audit was completed on December 17th, 2014.
- t) **Management Review:** The Management Review was completed on January 15th, 2015.
- u) **Continual Improvement:** Plans will be implemented to ensure continual improvement to the DWQMS.

7. RESULTS OF EMERGENCY RESPONSE TESTING

A hands on training exercise was performed in March of 2014 as a result of a major water break on the gravity system in Haileybury. The training consisted of the establishment of a command post with staff in the field to locate the break.

8. OPERATIONAL PERFORMANCE

All three (3) distribution systems are operating well.

9. RAW WATER SUPPLY AND DRINKING WATER QUALITY TRENDS

Raw water is not directly related to the distribution systems, but rather through the agreement for maintenance and operation of the treatment facilities by the Ontario Clean Water Agency. OCWA consults regularly with the City and any current raw water issues are dealt with in a coordinated effort.

10. ACTION ITEMS – PREVIOUS MANAGEMENT REVIEWS

Administrative Report PW-001-2014 was submitted to Council at the Regular Council Meeting held on January 21st, 2014.

11. STATUS OF ACTION ITEMS BETWEEN MANAGEMENT REVIEWS

Council accepted recommendations from Administrative Report PW-001-2014.

12. CHANGES AFFECTING QUALITY MANAGEMENT SYSTEM

The Quality Management System will be modified if operational changes occur, procedures change, or as MOECC policy or guidelines change.

13. CONSUMER FEEDBACK



QMS Management Review
January 15th, 2015 – New Liskeard Boardroom
City Hall – Temiskaming Shores

There have been no consumer concerns identified; however there is room for improvement in the utilization and circulation of the Customer Comment Forms.

14. RESOURCES REQUIRED FOR QUALITY MANAGEMENT SYSTEM

There is sufficient staffing, training and resources required to maintain and improve the QMS.

15. INFRASTRUCTURE REVIEW

The review of infrastructure is done continuously throughout the year as well as during budgeting for capital projects.

16. OPERATIONAL PLAN, CURRENCY, CONTENT AND UPDATES

The Plan has been updated as a result of the external and internal audits. The changes will be presented to Council for endorsement through an Administrative Report early in 2015.

17. STAFF SUGGESTIONS

Staff suggestions are obtained throughout the year with many being implemented. Staff is encouraged to continue to bring suggestions forward to the appropriate personnel.

**ACCREDITATION PROGRAM FOR OPERATING AUTHORITIES
SYSTEMS VERIFICATION AUDIT REPORT – 2015**

FILE #: 1632679-01

**Ontario Clean Water Agency
OAP-218**

Operating Authority for:

Temiskaming Shores

S2 Surveillance Audit

Prepared by: Tim Moher

Date: Jan 28, 2015

Audit Objectives

The objective of the audit was to determine whether the drinking water Quality Management System (QMS) of the subject system conforms to the requirements of the Ontario Ministry of the Environment's (MOE) Drinking Water Quality Management Standard (DWQMS) at all of the locations noted in the Applicant Profile Form (AP 602). It was also intended to gather the information necessary for SAI Global to assess whether accreditation can be offered to the operating authority.

Audit Scope

The facilities and processes associated with the operating authority's QMS were objectively evaluated to obtain audit evidence and to determine a) whether the quality management activities and related results conform with DWQMS requirements, and b) if they have been effectively implemented.

Audit Criteria:

- The Drinking Water Quality Management Standard
- Current QMS manuals, procedures and records implemented by the Operating Authority
- SAI Global Accreditation Program Handbook

Auditor:

Tim Moher

Audit Report Distribution List:

The Audit Report is distributed as follows:

- Operating Authority
- Owner
- Ministry of the Environment Director

Confidentiality and Documentation Requirements

The SAI Global stores their records and reports to ensure their preservation and confidentiality. Unless required by law, the SAI Global will not disclose audit records to a third party without prior written consent of the applicant. The only exception will be that the SAI Global will provide audit and corrective action reports to the Ontario Ministry of the Environment. For more information, please refer to the SAI Global Accreditation Program Handbook.

PART A. MANAGEMENT SUMMARY

This was an off-site system verification audit of the City of Temiskaming Shores conformance with the requirements of DWQMS: Oct. 2006.

The overall effectiveness of the City of Temiskaming Shores Quality Management System is considered:

- Effective**
 Not effective

No non-conformities were identified during this assessment, as noted in Part D of this report.

The audit objectives have been accomplished within the audit scope in accordance with the audit plan and the time allocation.

There were no unresolved diverging opinions between the auditor and the site.

Notes

Copies of this report distributed outside the organization must include all pages.

As part of the SAI Global Terms, it is necessary for you to notify the SAI Global of any changes to your Quality Management System that you believe are significant enough to risk non-conformity with DWQMS: Oct. 2006. For more information, please refer to the SAI Global Accreditation Program Handbook.

PART B. GENERAL INFORMATION

Operating Authority:

Legal name and address City of Temiskaming Shores OAP-218

Address Public Works Department P.O. Box 2050; 325 Farr Drive Haileybury Ontario

Applicant representative Mr. G. Walsh

Title Director of Public Works

Telephone 705-672-3363 Ext. 4126 Fax 705-672-2911

E-mail dwalsh@temiskamingshores.ca

Owner:

Legal name and address

same as above, or:

Applicant representative G. Walsh

Title Director of Public Works

Telephone 705-672-3363 Ext. 4126 Fax 705-672-2911

E-mail dwalsh@temiskamingshores.ca

Accreditation Option: Full Scope - Entire DWQMS

Population Served: 9500

This audit report covers the subject systems listed:

New Liskeard Water Treatment and Distribution System
Haileybury Water Treatment and Distribution System
Dymond Water treatment and Distribution System

PART C. SUMMARY OF FINDINGS

SUMMARY OF FINDINGS							
OPERATING AUTHORITY City of Temiskaming Shores OAP-218						1632679-01	
ACCREDITATION CYCLE: S2 Surveillance Audit							
AUDIT TYPE <input checked="" type="checkbox"/> Systems <input type="checkbox"/> On-Site Verification			AUDITOR Tim Moher			Jan 28, 2015	
SUBJECT SYSTEM(S) AUDITED New Liskeard Water Treatment and Distribution System, Haileybury Water Treatment and Distribution System, Dymond Water treatment and Distribution System							
REQUIREMENT ↓	SYSTEM →	①	②	③	④	⑤	⑥
1. Quality Management System		C					
2. Quality Management System Policy		C					
3. Commitment and Endorsement		C					
4. Quality Management System Representative		C					
5. Document and Records Control		C					
6. Drinking-Water System		C					
7. Risk Assessment		C					
8. Risk Assessment Outcomes		C					
9. Organizational Structure, Roles, Responsibilities and Authorities		C					
10. Competencies		C					
11. Personnel Coverage		C					
12. Communications		C					
13. Essential Supplies and Services		C					
14. Review and Provision of Infrastructure		C					
15. Infrastructure Maintenance, Rehabilitation & Renewal		C					
16. Sampling, Testing and Monitoring		C					
17. Measurement & Recording Equipment Calibration and Maintenance		C					
18. Emergency Management		C					
19. Internal Audits		C					
20. Management Review		C					
21. Continual Improvement		C					
Mj	Major non-conformity. The auditor has determined one of the following: (a) a required element of the DWQMS has not been incorporated into a QMS; (b) a systemic problem with a QMS is evidenced by two or more minor non-conformities; or (c) a minor non-conformity identified in a corrective action request has not been remedied.						
Mn	Minor non-conformity. In the opinion of the auditor, part of a required element of the DWQMS has not been incorporated satisfactorily into a QMS.						
O/I	Opportunity for improvement. Conforms to the requirement, but there is an opportunity for improvement.						
C	Conforms to requirement.						
	Not applicable to this audit.						
*	Additional comment added by auditor in the body of the report.						

PART D. FINDINGS/COMMENTS

DWQMS Reference:	1	Quality Management System
Client Reference:		<i>DWQMS, 1. Quality Management System, Rev 6</i>
Results:		<i>Conforms.</i>
Details:		
DWQMS Reference:	2	Quality Management System Policy
Client Reference:		<i>DWQMS, 2. Quality Management System Policy, Rev 6</i>
Results:		<i>Conforms.</i>
Details:		
DWQMS Reference:	3	Commitment and Endorsement
Client Reference:		<i>DWQMS, 3. Commitment and Endorsement, Rev 6</i>
Results:		<i>Conforms.</i>
Details:		<i>The Manual was re-endorsed on December 30, 2014</i>
DWQMS Reference:	4	Quality Management System Representative
Client Reference:		<i>DWQMS, 4. QMS Representative, Rev 6</i>
Results:		<i>Conforms.</i>
Details:		<i>The QMS representative is the Director of Public Works.</i>
DWQMS Reference:	5	Document and Record Control
Client Reference:		<i>DWQMS, 5. Document and Record Control, Appendix 05, Rev 0</i>
Results:		<i>Conforms.</i>
Details:		
DWQMS Reference:	6	Drinking Water System
Client Reference:		<i>DWQMS, 6. Drinking Water System, Rev 6</i>
Results:		<i>Conforms</i>
Details:		<i>There is no process flow chart showing treatment for the Drinking Water System. Appendix 1-3 only shows distribution.</i>
DWQMS Reference:	7	Risk Assessment
Client Reference:		<i>DWQMS, 7. Risk Assessment, Appendix 06, Rev 0</i>
Results:		<i>Conforms.</i>
Details:		
DWQMS Reference:	8	Risk Assessment Outcomes
Client Reference:		<i>DWQMS, 8. Risk Assessment Outcomes, Appendix 07-09</i>
Results:		<i>Conforms.</i>
Details:		<i>The last risk assessment was on December 17, 2014. There were no changes. A full re-assessment is to be done in Spring 2015.</i>

DWQMS Reference:	9	Organizational Structure, Roles, Responsibility and Authorities
Client Reference:		<i>DWQMS, 9. Organizational Structure, Roles, Responsibility and Authorities, Rev 6</i>
Results:		<i>Conforms.</i>
Details:		
DWQMS Reference:	10	Competencies
Client Reference:		<i>DWQMS, 10. Competencies, Rev 6</i>
Results:		<i>Conforms.</i>
Details:		
DWQMS Reference:	11	Personnel Coverage
Client Reference:		<i>DWQMS, 11. Personnel Coverage, Appendix 20, Rev 3</i>
Results:		<i>Conforms.</i>
Details:		<i>Essential services covers all situations.</i>
DWQMS Reference:	12	Communications
Client Reference:		<i>DWQMS, 12. Communications</i>
Results:		<i>Conforms.</i>
Details:		
DWQMS Reference:	13	Essential Supplies and Services
Client Reference:		<i>DWQMS, 13. Essential Supplies and Services, Appendix 10, Rev 0</i>
Results:		<i>Conforms.</i>
Details:		<i>The supplier list was last updated on January 21, 2014.</i>
DWQMS Reference:	14	Review and Provision of Infrastructure
Client Reference:		<i>DWQMS, 14. Review and Provision of Infrastructure, Rev 6</i>
Results:		<i>Conforms.</i>
Details:		
DWQMS Reference:	15	Infrastructure Maintenance, Rehabilitation and Renewal
Client Reference:		<i>DWQMS, 15. Infrastructure Maintenance, Rehabilitation and Renewal, Appendix 11, 12, Rev 0</i>
Results:		<i>Conforms.</i>
Details:		
DWQMS Reference:	16	Sampling, Testing and Monitoring
Client Reference:		<i>DWQMS, 7. Sampling, Testing and Monitoring, Appendix 11, Rev 0</i>
Results:		<i>Conforms.</i>
Details:		

- DWQMS Reference: 17 Measurement and Recording Equipment Calibration and Maintenance
Client Reference: DWQMS, 17. Measurement and Recording Equipment Calibration and Maintenance, Rev 6
Results: Conforms.
Details:
- DWQMS Reference: 18 Emergency Management
Client Reference: DWQMS, 18, Emergency Management, Appendix 13-17, Rev 0
Results: Conforms.
Details: The emergency call list was last updated on January 21, 2014. A table top exercise for potential flooding took place on September 9, 2014.
- DWQMS Reference: 19 Internal Audits
Client Reference: DWQMS 19. Internal Audits, Appendix 18, 19., Rev 0
Results: Conforms.
Details: The last Internal audit was on December 17, 2014. There were issues for follow up due in the Spring of 2015.
- DWQMS Reference: 20 Management Review
Client Reference: DWQMS, 20. Management Review, Rev 6
Results: Conforms.
Details:
- DWQMS Reference: 21 Continual Improvement
Client Reference: DWQMS, 21 Continual Improvement, Appendix 19, Rev 0
Results: Conforms.
Details:

PART E.

RECOMMENDATION – Systems Audit

The auditor recommends the following:

- Offer of accreditation
- Offer of accreditation after response to corrective action requests has been deemed acceptable to the SAI Global
- On-site verification audit after response to corrective action requests has been deemed acceptable by the SAI Global
- On-site verification audit as next step in the accreditation process
- On-site verification of corrective action requests
- Maintenance of existing accreditation
- Complete re-assessment

Final comments:



E-signature of Lead Auditor

Subject: Solid Waste Management - Agreement with Phippen Waste Management Ltd. **Report No.:** PW-007-2015
Agenda Date: February 3, 2015

Attachments

Appendix 01: Draft By-law Agreement – Phippen Waste Management

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-007-2015; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Phippen Waste Management for the collection, removal and disposal of refuse and recyclables; for the operation and maintenance of the Haileybury Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station for consideration by Council at the February 3, 2015 Regular meeting of Council.

Background

At the Regular Council Meeting held on February 4th, 2014, Council awarded the collection portion of the Full Solid Waste Management Program to Phippen Waste Management and directed staff to enter into negotiations to finalize pricing for the operation and maintenance of the Spoke Transfer Station and the operation and maintenance of the Municipal Landfill.

Since that time, staff has met with Phippen Waste Management on a regular basis to develop strategies and “best practices” as well as finalizing the costs associated with the Full Solid Waste Management Program.

The Full Solid Waste Management Program commenced in September of 2014 with the enhanced curbside collection of garbage and refuse as well as the operations of the Spoke Transfer Station.

At the Regular Council Meeting held on September 2, 2014, Administrative Report PW-040-2014 was presented to Council with the following recommendations:

It is recommended:

1. *That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-040-2014 particularly Appendix 01 being a Memorandum of Understanding with Phippen Waste Management;*

2. That Council agrees to enter into a temporary agreement with Phippen Waste Management for the operation of the Full Solid Waste Management Program from September 1st, 2014 to December 31st, 2014 and;
3. That Council directs staff to develop the long-term By-law agreement with Phippen Waste Management to commence January 1st, 2015.

Analysis

As noted above, staff has met with Phippen Waste Management on a regular basis to finalize the costs associated with the Full Solid Waste Management Program.

The term of the temporary agreement with Phippen Waste Management was extended until January 31st, 2015. This extension allowed an adequate time of program operations for staff to monitor before entering into such a detailed long-term agreement.

Appendix 01 outlines the draft By-law Agreement. It is staff's recommendation to enter into this long-term agreement commencing January 31st, 2015.

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

Costs associated with the operation of the Full Solid Waste Management Program are included in the 2015 operating budget to be presented to Council.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"original signed by"

"original signed by"

"original signed by"

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Note: Appendix 01 – Draft Agreement is not attached to this Administrative Report within this Council Package; however it is contained and can be viewed with the By-laws of this Council Package.

Subject: Skatepark Regulations

Report No.: RS-010-001-2015

Agenda Date: February 3, 2015

Attachments

Appendix 01: Administrative Report RS-010-2014

Appendix 02: By-law No. 2014-187

Appendix 03: Dr. Marlene Spruyt Amendments to Ontario Regulation 48/06

Appendix 04: Draft By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-008-001-2015; and
2. That Council directs staff to prepare the necessary by-law to repeal By-law No. 2014-187; and
3. That Council directs staff to prepare a new by-law to adopt Regulations/Guidelines and a Code of Ethics for use of the Carter Antila Memorial Skate Park for consideration at the February 3, 2015 Regular meeting of Council.

Background

Council received Administrative Report RS-010-2014 (Attached as Appendix No. 01) at the regular meeting of Council on October 7th, 2014 and passed Resolution No. 2014 - 530 which reads as follows:

“Be it resolved that the Council of the City of Temiskaming shores acknowledges receipt of Administrative Report No. RS-010-2014; and

That Council approves the Regulations/Guidelines for use of the Carter Antila Memorial Skate park and directs staff to prepare the necessary by-law for consideration at the October 7 , 2014 regular Council Meeting”

This resulted in the 1st and 2nd reading of By-law No. 2014-187 being a by-law for the adoption of Regulations and Guidelines for the proper use of the Carter Antila Memorial Skate Park. Attached as Appendix No. 02 to the report.

Prior to third reading of the by-law staff was directed to further research and address the ‘No Tobacco Use’ policy for municipal parks in general.

Analysis

Attached as Appendix No. 03 of this report is a letter received from Dr. Marlene Spruyt, Medical Officer of Health/Chief Executive Officer informing the municipality of the amendments to Ontario Regulation 48/06 made under the Smoke-Free Ontario Act.

As of January 1, 2015 it is illegal to smoke on and around children's playgrounds and publicly owned sport fields and surfaces e.g. areas for basketball, baseball, soccer or beach volleyball, ice rinks, tennis courts, splash pads and swimming pools that are owned by a municipality, the province or a postsecondary education institution.

The Timiskaming Health Unit Tobacco Enforcement Officer, Joel Tessier has informed staff that the non-smoking area includes a twenty metre radius around the playfield and playground and that the provincial fine is \$250.00. The legislation ensures that tobacco use is not permitted on the skate park or within a 20 m radius.

Staff is currently preparing a comprehensive Parks By-law that will address tobacco free parks, entry hours, personal conduct requirements, use of motor vehicles, special events, booking policies, licensed events, camping for authorized events as well as other items and the associated Set Fine Schedule which will be presented to Council at the regular meeting of Council on Tuesday, March 16th, 2015.

Staff is recommending that Council repeal By-law No. 2014-187 which included the Set Fine Schedule and consider Appendix 04 – Draft by-law to adopt Regulations/Guidelines and the Code of Ethics.

Financial / Staffing Implications

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"original signed by"

"original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

Subject: Skatepark Regulations

Report No.: RS-010-2014

Agenda Date: September 9th, 2014

Attachments

Appendix 01: Skate/Bike Park Regulations/Guidelines

Appendix 02: Skate/bike Park Code of Conduct

Appendix 03: Set Fine Schedule

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-008-2014; and
2. That Council approves the Regulations/Guidelines for use of the Carter Antila Memorial SkatePark and directs staff to prepare the necessary by-law for consideration at the regular meeting of Council of October 7th, 2014.

Background

The Carter Antila Memorial SkatePark officially opened on June 21st, 2014. It has been a great attraction for local youth and is receiving boarders and bikers from across the region.

The regulations for the use of the park were determined through researching other park facilities and are attached as Appendix No. 1 to the report. These guidelines are posted on site at the park.

Analysis

In consultation with parents of children using the park, the Ontario Provincial Police, and comments in general, there is concern that the guidelines may not be adhered to and more specifically the following:

- Use of the park after sunset
- Wearing of protective equipment
- No tobacco, drugs, alcohol or foul language

In consultation with the Ontario Provincial Police, when the rules of the park are passed by by-law with a set fine schedule, the police may lay charges if required. Currently, youth may only be asked to adhere to the rules.

Hours of Operation

Use of the park during daylight hours promotes appropriate use of the park area, a by-law stating the park operates from sunrise to sunset provides an avenue for police officers to take action should the park be used after dark.

No Tobacco Use:

At the regular meeting of Council of Tuesday January 21st, 2014 Council passed Resolution No. 2014-032:

'That Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No CGP-001-2014;

That Council directs staff to erect signage at municipal facilities that are open to the public including arenas, halls, libraries, and parks to promote tobacco free spaces inside the buildings and within 9 m of entrances to the buildings, and within parks; and

That council directs staff to work with the Timiskaming Health Unit to initiate an education and awareness campaign regarding tobacco free spaces.'

The purpose of the park is to provide an opportunity for non-structured physical activity for youth and young adults in an atmosphere that is family-friendly and which promotes a healthy active lifestyle.

The Park Regulations are consistent with Resolution No. 2014-032 and further staff is recommending that a set fine be adopted so that tobacco use within 9m of the skatepark deck would result in a fine. Council may wish to consider set fines for tobacco use in all municipal parks and playing fields in the future.

Use of Protective Gear

Messaging on the importance of safety equipment, elbow/knee pads and helmets has been promoted at every level – locally, regionally, provincially and nationally. The latest research on the lasting effects of concussions supports this messaging as well. Individuals under the age of 18 are required by law to wear a helmet when cycling.

Municipal parks and trails are unsupervised and are used at the discretion of the participant. In the case of skate/bike parks, the activity on the park has an assumed risk of injury based on the form of activity. Staff has consulted with the Town of Kirkland Lake, City of Timmins and the City of Greater Sudbury all of which strongly recommend the use of safety equipment but do not make it mandatory. The issue is in the enforcement of the mandatory guideline.

Staff is recommending that the municipality follow suit with this terminology to promote the use of safety equipment in the park and will continue to work with local agencies to advocate and promote the use of safety gear in all physical activities.

Attached as Appendix No. 1 to the report are the recommended regulations to be passed by by-law.

The skate park is new to the area and many local youth are trying it for the first time. There is a general code of conduct for skate park use which assists in promoting safe use of the park area.

Attached as Appendix No. 2 is the proposed code of conduct for the Carter Antila Memorial Skate Park.

The regulations and code of conduct have been reviewed and approved by the Harder 4 Carter Committee.

Attached as Appendix No. 3 is the Set Fine Schedule to accompany the proposed by-law.

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

There are no costs associated with this policy, however revenue may be generated through the collection of fines.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
 Council's consideration by:

"original signed by"

"original signed by"

 Tammie Caldwell
 Director of Recreation Services

 Christopher W. Oslund
 City Manager

CARTER ANTILA MEMORIAL SKATE PARK

Please respect the hard work and commitment of those who made this park possible.

Be courteous of others, maintain control, and use the facility in a safe manner.

Open from sunrise to sunset

Park is unsupervised – Use at your own risk.

Additional obstacles or other materials like ramps, jumps are not to be used in or at the park.

Please keep food/drinks off the park area

Protect yourself – helmets, elbow/knee pads and protective clothing are strongly recommended

Ride within your abilities

Check it's safe to skate – If there is dirt or water present your wheels may slip, please use the broom provided to remove debris.

Respect the Park

Refrain from vandalism, graffiti or tagging. These are expensive things to fix – and consume money that can be used for park improvements.

No tobacco, drugs, alcohol and foul language

Keep noise to a minimum including music

Please use trash/recycle containers for your garbage.

Look after yourself - Look after your park

In case of Emergency call 911

Please report any damage to 705-647-5728

Skater's/Biker's Code of Ethics

Watch for Other Skaters

If you're hurt ask for help

Wait your turn

Think before you sit – move off the park and out of the way.

Follow the traffic flow

Watch your board – yell 'Board" if it gets away from you.

Avoid marathon runs

Help each other out

Say Sorry

Everyone has to start somewhere – young kids may need someone to point out the rules, be patient – you were just like them once!

Be respectful of others – the skaters code of ethics is something to be proud of!

PROPOSED SET FINE SCHEDULE
CARTER ANTILA MEMORIAL SKATEPARK

ITEM	OFFENSE	SET FINE
1	Presence between sunset and sunrise	\$100
2	Damage to Property	\$100
3	Littering (as per by-law 2008-147)	\$50
4	Noise A(as per by-law 2012-019)	\$100
5	Smoking within 9 m of Park	\$100

The Corporation of the City of Temiskaming Shores

By-law No. 2014-187

**Being a by-law for the Adoption of Regulations
and guidelines for the proper use of the Carter
Antila Memorial Skate Park**

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 municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Section 10 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

And whereas under Section 425 (1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

And whereas under Section 432 of the Municipal Act, S.O. 2001, c. 25, as amended, a by-law under section 425 may establish a procedure for the voluntary payment of penalties out of court where it is alleged that a by-law related to the parking, standing or stopping of vehicles has been contravened;

And whereas Section 391 (3) of the Municipal Act, S.O. 2001, c. 25, as amended provides that the costs included in a fee or charge may include costs incurred by the municipality or local board related to administration and enforcement;

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

And whereas Section 399 of the Municipal Act, S.O. 2001, c. 25 as amended provides states that if a municipality or local board has imposed fees or charges under any Act, no application shall be made to the Ontario Municipal Board under clause 71 (c) of the Ontario Municipal Board Act on the grounds the fees or charges are unfair or unjust. 2001, c. 25, s. 399;

And whereas Council for the City of Temiskaming Shores considered Administrative Report RS-010-2014 at the October 7, 2014 Regular Meeting of Council and directed staff to prepare the necessary by-law for the development of Regulations and Guidelines for the appropriate use of the Carter Antila Memorial Skate Park for consideration at the October 7, 2014 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 for the City of Temiskaming Shores hereby adopts Regulations and Guidelines for the Carter Antila Memorial Skate Park identified as Schedule "A" – Guidelines; Schedule "B" – Code of Ethics and Schedule "C" – Set Fine Schedule attached hereto and forming part of this by-law.
2. That this by-law shall come into force and effect upon its passing.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first and second time this 7th day of October, 2014.

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third time and finally passed this ____ day of _____, 20____.

Mayor – Carman Kidd

Clerk – David B. Treen



January 7, 2015

Dear Municipal Clerk:

Re: Amendments to Ontario Regulation 48/06 made under the Smoke-Free Ontario Act (SFOA)

As you know, the Ontario government recently strengthened the Smoke-Free Ontario strategy by further limiting smoking in public places, reducing exposure to smoking and making it more difficult for young people to buy tobacco. As of January 1, 2015, it is illegal to:

- smoke on and around children's playgrounds and publicly owned sport fields and surfaces (e.g., areas for basketball, baseball, soccer or beach volleyball, ice rinks, tennis courts, splash pads and swimming pools that are owned by a municipality, the province or a postsecondary education institution)
- smoke on all bar and restaurant patios, whether covered or not (with an exemption for uncovered patios established by the Royal Canadian Legion – Ontario Provincial Command before November 18, 2013)
- sell tobacco on university and college campuses (this applies to buildings that are owned and areas that are leased by a postsecondary institution or student union)

We applaud those local municipalities who had already taken steps beyond the Smoke-Free Ontario Act to restrict smoking in public spaces through by-laws or recommended actions.

The SFOA regulation requires proprietors to have prescribed signage where smoking is prohibited. We recognize that posting in Northern Ontario winters can be a challenge. You can work toward compliance by posting on existing structures where possible. The Timiskaming Health Unit (THU) has received the signage for our area. We will be visiting you in the near future to determine your signage needs.

In terms of communicating the law amendment to the public, the Ministry of Health and Long-Term care has a campaign plan for which the first wave is underway, and the THU will leverage this campaign material locally.

Enforcement will be complaint driven. Voluntary compliance is our primary objective and we will exercise our discretion to employ progressive enforcement (provide education and warning prior to laying charges).

The THU continues to support local cessation efforts and can connect anyone with supports and services to help them with a quit smoking attempt.

The Smoke-Free Ontario strategy combines programs, policies, laws and public education to help smokers quit; protect people from exposure to second-hand smoke; and encourage young people to never start. As Each year, tobacco claims 13,000 lives in Ontario — equivalent to 36 lives every day. In Timiskaming, 24% of the population smoke.

For questions on the amendments to Ontario Regulation 48/06 made under the SFOA, further details will be available on the Smoke Free Ontario website www.mhp.gov.on.ca/en/smoke-free and do not hesitate to contact our local Tobacco Enforcement Officer; Joel Tessier.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marlene Spruyt', with a stylized flourish at the end.

Dr. Marlene Spruyt, BSc, MD, CCFP, FCFP, DPH, MSc-PH
Medical Officer of Health/Chief Executive Officer

Cc: Cameron Clark, Manager Tobacco Enforcement THU
Kerry Schubert-Mackey, Manager Tobacco Protection, Prevention and Cessation THU
Joel Tessier, Tobacco Enforcement Officer THU

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law for the Adoption of Regulations
and Guidelines for the proper use of the Carter
Antila Memorial Skate Park**

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 municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Section 10 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

And whereas under Section 425 (1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

And whereas under Section 432 of the Municipal Act, S.O. 2001, c. 25, as amended, a by-law under section 425 may establish a procedure for the voluntary payment of penalties out of court where it is alleged that a by-law related to the parking, standing or stopping of vehicles has been contravened;

And whereas Section 391 (3) of the Municipal Act, S.O. 2001, c. 25, as amended provides that the costs included in a fee or charge may include costs incurred by the municipality or local board related to administration and enforcement;

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

And whereas Section 399 of the Municipal Act, S.O. 2001, c. 25 as amended provides states that if a municipality or local board has imposed fees or charges under any Act, no application shall be made to the Ontario Municipal Board under clause 71 (c) of the Ontario Municipal Board Act on the grounds the fees or charges are unfair or unjust. 2001, c. 25, s. 399;

And whereas Council for the City of Temiskaming Shores considered Supplemental Administrative Report RS-010-01-2014 at the February 3, 2015 Regular Meeting of Council and directed staff to prepare the necessary by-law to repeal By-law No. 2014-187 and for the adoption of Regulations/Guidelines and the Code of Ethics for the use of the Carter Antila Memorial Skate Park for consideration at the February 3, 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 for the City of Temiskaming Shores hereby adopts Regulations and Guidelines for the Carter Antila Memorial Skate Park identified as Schedule "A" – Guidelines and Schedule "B" – Code of Ethics attached hereto and forming part of this by-law.
2. That this by-law shall come into force and effect upon its passing.
3. That By-law No. 2014-187 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 or its associated schedule.

Read a first, second and third time and finally passed this 3rd day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A”

Carter Antila Memorial Skate Park Regulations/Guidelines

Please respect the hard work and commitment of those who made this park possible.

Be courteous of others, maintain control, and use the facility in a safe manner.

Open from sunrise to sunset

Park is unsupervised – Use at your own risk.

Additional obstacles or other materials like ramps, jumps are not to be used in or at the park.

Please keep food/drinks off the park area

Protect yourself – helmets, elbow/knee pads and protective clothing are strongly recommended

Ride within your abilities

Check it's safe to skate – If there is dirt or water present your wheels may slip, please use the broom provided to remove debris.

Respect the Park

Refrain from vandalism, graffiti or tagging. These are expensive things to fix – and consume money that can be used for park improvements.

No tobacco, drugs, alcohol and foul language

Keep noise to a minimum including music

Please use trash/recycle containers for your garbage.

Look after yourself - Look after your park

In case of Emergency call 911

Please report any damage to 705-647-5728

Schedule “B”

Skater’s/Biker’s Code of Ethics

Watch for Other Skaters

If you’re hurt ask for help

Wait your turn

Think before you sit – move off the park and out of the way.

Follow the traffic flow

Watch your board – yell ‘Board’ if it gets away from you.

Avoid marathon runs

Help each other out

Say Sorry

Everyone has to start somewhere – young kids may need someone to point out the rules, be patient – you were just like them once!

Be respectful of others – the skaters code of ethics is something to be proud of!

Subject: 2015 Bucke Park Seasonal Fees

Report No.:

RS-001-2015

Agenda Date:

February 3, 2015

Attachments

Appendix 01: 2015 Bucke Park Fees

Appendix 02:

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-001-2015;
2. That Council approves the 2015 Bucke Park Fee Schedule as presented in Appendix No. 01 to the report and directs staff to incorporate the fees into the 2015 operating and capital budget plan; and
3. That Council directs staff to prepare the necessary By-law to amend By-law No. 2012-039 Department User Fees for consideration at the February 17, 2015 Regular meeting of Council.

Background

At its March 20, 2012 meeting Council approved an amendment to the Bucke Park Business Plan in which Bucke Park fees would be set to cover the operating costs of the park and any surplus generated from the park operations would be allocated to future capital improvements.

As of December 31, 2014 there is an estimated Bucke Park Capital Reserve of \$25,133.99 of which \$1,334.79 is to be deducted for 2014 capital work.

Analysis

2015 Capital projects identified for Bucke Park include:

1. Supply and distribution of potable water to chalet and campsites
2. Sewer upgrades
3. Gate at chalet
4. Playground Equipment
5. Dormer Windows on the Chalet

Items related to the provision of water are included in the funding agreement for the Waterfront Development Project in the amount of \$130,000 of which Bucke Park operations are required to cover 10% or \$13,000. (\$1,334.79 of this amount was spent in 2014). A gate at the chalet to control entry/exit to the park is also required to allow for collection of launch fees.

Playground equipment has also been identified as a need to enhance the attractiveness of the park to young families and to visitors to the park. Playground units range in cost from \$8,000 upwards with the installation fees typically matching the cost of the unit.

To ensure the continuation of capital upgrades at the park the proposed operating budget incorporates an increase in site fees and dock fees of 3% to all categories with the exception of the day rate which will remain consistent with that of 2014, and a 7% increase on hydro rates.

Through discussion with the Operator and comparing fees charged by other area campsites it is common to charge a launch fee and summer boat storage fee. In line with other campgrounds staff is recommending a launch fee of \$5.00 per day and \$160.00 per season.

Staff is also recommending that the winter storage fee be increased to \$250.00 from \$225.00.

Attached as Appendix No. 01 to the report is the 2015 Bucke Park Fee Schedule as proposed.

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 2015 operating budget is currently under consideration by council, staff has incorporated the increases in the proposed operating budget.

Capital:

Estimated Reserve as of Dec. 31/15 =	\$23,799.20
Projected Surplus for 2015 =	<u>\$12,530.00</u>
Total Revenue =	\$ 36,329.30
Less 10% (Water Upgrades) =	<u>- \$11,665.21</u>
Estimated Reserve after Water Upgrades =	\$24,664.09

The supply and installation of the gate will be drawn from the reserve and if funds are still available the dormer windows on the chalet will be replaced and consideration will be given to the purchase and installation of playground equipment.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"original signed by"

"original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

RS-01-2015
Appendix No. 01
Bucke Park Fee Schedule

2014 RATES

BUCKE PARK					
	Tent	Trailer	Air Conditioner	Docking	Winter Storage
Day	25.00	35.00	16.50	15.00	
Week	150.00	200.00	55.00	75.00	
Month	450.00	600.00	137.50	150.00	
Seasonal		1150.00	220.00	275.00	225.00
WinterStorage Sheds/Decks					100.00

PROPOSED 2015 RATES

BUCKE PARK					
	Tent	Trailer	Air Conditioner	Docking	Winter Storage
Day	25.00	35.00	16.50	15.00	
Week	154.50	206.00	58.85	77.25	
Month	463.50	618.00	147.13	154.50	
Seasonal		1184.50	235.40	283.25	250.00
WinterStorage Sheds/Decks					100.00
Daily Boat Launch Fee					\$5.00
Seasonal Boat Launch Fee					\$160.00

The Corporation of the City of Temiskaming Shores

By-law No. 2015-032

**Being a by-law to authorize an Agreement between the
Ministry of Community Safety and Correctional Services
and The Corporation of the City of Temiskaming Shores for the
provision of Police Services under Section 10 of the Police Services
Act, R.S.O. 1990, c.P. 15, as amended**

Whereas the City of Temiskaming Shores entered into an agreement with the Minister of Community Safety and Correctional Services for the provision of policing services for the entire City of Temiskaming Shores as authorized by By-law No. 2013-056;

And whereas the said agreement is to expire on December 31, 2018, however the Ministry of Community Safety and Correctional Services has implemented a new billing model;

And whereas the Temiskaming Shores Police Services Board has reviewed the new billing model and has advised the ministry that the Police Services Board is interested in entering into a new Municipal Policing Contract under the new billing model;

And whereas under Section 4 (1) of the Police Services Act, R.S.O. 1990, c.P. 15, as amended, the Municipality is required to provide adequate and effective police services in accordance with its needs;

and whereas under Section 5 of the Police Services Act, R.S.O. 1990, c.P. 15, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with Ontario under Section 10 of the Act;

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

1. That Council for the City of Temiskaming Shores hereby authorizes an Agreement with the Ministry of Community Safety and Correctional Services for the provision of Police Services with the Ontario Provincial Police, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Mayor and Clerk are hereby authorized to execute such Agreement and Affix the Corporate Seal thereto;
3. That By-law No. 2013-056 is hereby repealed.

Read a first, second and third time and finally passed this 3rd day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

The term of this Agreement, made in 4 originally executed copies, is from the 01st day of January 2015, to the 31st day of December, 2020.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES
UNDER SECTION 10 OF THE POLICE SERVICES ACT, R.S.O. 1990, c. P.15, as am.**

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES**

("Ontario")

OF THE FIRST PART

AND:

**THE CITY OF TEMISKAMING SHORES
(the "Municipality")**

OF THE SECOND PART

RECITALS:

- (a) Under s. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) Pursuant to Order-in-Council 497/2004, the powers assigned to the Solicitor General in law, including those set out in the *Police Services Act*, have been transferred to the Minister of Community Safety and Correctional Services; therefore, all references to the Minister of Community Safety and Correctional Services shall be deemed to include the powers previously exercised by the Solicitor General;
- (d) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by by-law number 2015-032, dated February 3, 2015 (a copy of which is attached as Schedule "A");
- (e) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated December 12, 2014 (attached as Schedule "B");

NOW THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

- (a) “Annual Billing Statement” means a statement prepared by Ontario and submitted to the Board for review and to the Municipality for review and approval which contains:
 - (i) the Municipality’s police costs for the year following the year in which the statement is prepared, based on, among other items, an estimate of salary and benefit costs; and
 - (ii) a reconciliation of actual salary and benefit costs to those billed for the preceding year.
- (b) “Board” means The City of Temiskaming Shores Police Services Board.
- (c) “Commissioner” means the Commissioner of the O.P.P.
- (d) “Detachment Commander” means the O.P.P. officer in charge of Temiskaming Detachment.

General Provisions

3. Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
4. The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
5. The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will, determine the information to be contained in the reports and the format in which they will be provided.
6. (a) For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-

laws. The parties shall annually review this part of the Agreement with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.

- (b) Municipal Building Code violations overseen by the Municipality's building code inspector and those by-laws related to animal control will not form part of this Agreement.

Service Levels

- 7. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to provide the municipality adequate and effective policing services.
- (b) In the event that the Municipality requests services dedicated specifically to the municipality, it shall be responsible for all costs associated with those dedicated resources.

Liability of Ontario

- 8. The O.P.P. shall be liable for any damages that may arise as a result of any negligent acts or omissions of its members in the performance of this Agreement.

Provincial Services Usage

- 9. The O.P.P. as legislated by the *Police Services Act*, must be capable of providing provincial level response that can be mobilized for emergencies, disaster or specialized needs. The O.P.P. may meet this requirement by deploying resources that normally would be assigned to the Detachment that serves the Municipality. The O.P.P. shall ensure that in the event resources are deployed to a situation requiring provincial level response, appropriate resources remain available to the Detachment to provide adequate and effective policing to the Municipality. The use of O.P.P. officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

Equipment and Facilities

- 10. Ontario shall supply or cause to be supplied at Ontario's cost all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P. in providing police services under this Agreement.
- 11. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, including, but not limited to, location, leasehold improvements, and capital costs.

Adequacy Standards Regulation

12. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.
13. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.
14. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

Cost of Police Services

15. (a) On or before October 1st in each year, Ontario shall prepare and deliver to the Board for review and to the Municipality for review and approval, the Annual Billing Statement for the following year (Schedule "C"), together with sufficient documentation and information reasonably necessary to explain and support the billing.
 - (b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
16. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.
 - (b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved or amended and approved in accordance with Section 17.
17. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, the Municipality shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.
18. The Municipality shall make monthly installment payments to Ontario no later than the end of the month following the month for which payment is being made, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.

19. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.
20. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid by means of a credit for the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.
21. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the Temiskaming Detachment of the O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

Dispute Resolution Mechanisms

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Financial Disputes”) or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Policing Disputes”).
 - (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising and use all best good faith efforts to resolve the dispute.
 - (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
 - (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
 - (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all best good faith efforts to resolve the dispute.

23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
- i) The language of the arbitration shall be English.
 - ii) The place of the arbitration shall be the City of Temiskaming Shores.
 - iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
 - iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
 - v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
 - vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b) Policing Disputes shall not be subject to mediation or arbitration.
- (c) Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d) Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- i) on consent of all parties;
 - ii) as may be ordered by a court of competent jurisdiction;
 - iii) the final decision of the arbitrator may be released.
- (e) Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.
- (f) Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

Detachment Commander Selection

24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the O.P.P. in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the OPP's provincial policies.

Notice

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to all other groups in writing and sent by mail addressed to those groups at their respective address as listed below, or sent by fax transmission to the fax number listed below. Any notice, statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary and if sent by fax shall be deemed to be received on the date of transmission. Any group may change its address and fax number by giving notice provided herein:
- i) to Ontario addressed to: The Minister of Community Safety and Correctional Services, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6, FAX number (416) 325-6067.
 - ii) to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, FAX number (705) 330-4191.
 - iii) to the Municipality addressed to: The City of Temiskaming Shores, P.O. Box 2050, 325 Farr Drive, Haileybury, Ontario, P0J 1K0, FAX number 705-672-3200.
 - iv) to the Board addressed to: The City of Temiskaming Shores Police Services Board, P.O. Box 2050, 325 Farr Drive, Haileybury Ontario, P0J 1K0, FAX number 705-672-3200.

Commencement and Termination of Agreement

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 01st day of January 2015, and shall conclude on the 31st day of December 2020.
27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services

under this contract to and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.

- 28. Should the Municipality’s designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

Entire Agreement

- 29. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers and the Minister of Community Safety and Correctional Services has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

The Minister of Community Safety and Correctional Services

FOR THE MUNICIPALITY

Mayor, Reeve, etc. (as appropriate)

Chief Administrative Officer, or Clerk (as appropriate)

Date signed by the Municipality: _____

SCHEDULE “A”

BY-LAW OF THE MUNICIPAL COUNCIL

SCHEDULE “B”

PROPOSAL FOR POLICE SERVICES



***The City of
Temiskaming Shores***

Contract Policing Proposal

***Prepared by: Linda Davis
Ontario Provincial Police
Municipal Policing Bureau***

December 12, 2014

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Executive Summary

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing and protection throughout Ontario. The OPP has provided municipal police services under contract for over 60 years and currently maintains contracts with over 140 communities across Ontario.

The City of Temiskaming Shores requested a costing for OPP municipal policing. This proposal is based on the City of Temiskaming Shores paying an amount equal to the sum of the City of Temiskaming Shores's allocated portion of the OPP's total municipal policing base and calls for service costs and the costs for overtime, cleaning/caretaker, accommodation, court security and offender transport as applicable. Where a municipality chooses to receive police services from the OPP pursuant to a contract, the OPP will provide the level of police services required to provide adequate and effective policing, including providing the services set out in *Regulation 3/99, Adequacy and Effectiveness of Police Services* under the *Police Services Act*.

This proposal reflects the integrated policing concept, incorporating a police services contract for the City of Temiskaming Shores with OPP highway patrol services and provincial responsibilities under one administration. The Temiskaming OPP Detachment will remain as the Administration/Operations Centre. The resources will be deployed to the municipality from this facility.

The Temiskaming Detachment Commander will be responsible to oversee all aspects of service delivery. The detachment management including Staff Sergeant and Sergeant/ Platoon Leaders as applicable would provide assistance and supervision to members of the Temiskaming Detachment.

In order to provide a location for the police and public to interact, and to facilitate the delivery of police services in a community, the OPP encourages the establishment of Community Policing Offices (CPOs). Where such offices exist they are usually equipped with telephone and computer capabilities for use by officers assigned to the municipality. Any decision on the establishment of a CPO in the City of Temiskaming Shores rests entirely with City council and any associated costs will be the responsibility of the City. It is recommended that any CPO located within the City be maintained.

In consultation with the Police Services Board it is the intent that all existing community service programs and community policing committees will be maintained.

Any new community service program considered may be implemented after consultation with the City of Temiskaming Shores Council, the City of Temiskaming Shores Police Services Board and the Temiskaming Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the municipality receives adequate and effective police services in accordance with the *Police Services Act* and regulations. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. The City of Temiskaming Shores will continue to benefit as additional staff are readily available from within the Temiskaming OPP Detachment as well as neighboring detachments and regions, should the need arise.

The City of Temiskaming Shores will be required to establish a Police Services Board, as mandated by Section 10 of the *Police Services Act* that will generally determine objectives and priorities for police services within the community, after consultation with the Detachment Commander. ***The Commissioner is committed to ensuring that the Detachment Commander of the Temiskaming OPP Detachment responds appropriately to the Board's advice and priorities in a manner consistent with the Board's identified concerns, expectations and needs.***

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the Temiskaming OPP detachment, or designee, will report to the Police Services Board on a regular basis, as per the direction of the Board. The OPP is experienced in being accountable to the municipalities we serve. With over 100 contracts currently in place and future contracts pending, there is great emphasis placed on OPP accountability to Police Services Boards.

The OPP is required to provide provincial level emergency response that can be mobilized in times of emergency, disaster or a specialized investigative need. The OPP meets such emergent needs, on an on-call, as-needed basis, by deploying small numbers of officers from multiple locations and assignments, both provincial and municipal. During such times, the OPP is responsible to ensure that appropriate resources remain in place to make certain the municipality receives adequate and effective police services in accordance with the *Police Services Act* and *regulations*. The use of OPP officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

If the City of Temiskaming Shores chooses to accept an OPP contract for its policing service, the Temiskaming OPP Detachment will assign resources, focusing on meeting the City of Temiskaming Shores's unique policing needs.

Value for the City of Temiskaming Shores

- Assurance of adequacy and effectiveness of police services;
- Dedication to resolving community issues through local involvement and community policing committees;
- Availability of additional staffing support from neighboring detachments, regional headquarters and general headquarters;
- Seamless access to a comprehensive infrastructure and specialized services; and
- Assists the Detachment Commander in determining the local policing priorities and objectives through the City of Temiskaming Shores's Police Services Board.

Based on, among other things, an estimate of salary and benefit costs, the policing cost for 2015 associated with this proposal is \$2,383,497. The annual billing statement is set out in the attachment to this proposal.

Please Note:

Not included in this proposal are:

- **The cost of maintaining the Police Services Board**
- **The costs associated with establishing and maintaining Community Policing Office(s)**
- **Any applicable revenues accruing to the municipality as a result of police activity**

(*Note – This proposal expires six months from the date of presentation to Council. At that time the costs identified in the proposal will be subject to review and revision where necessary.)

OPP Annual Billing Statement

Temiskaming Shores C

Estimated costs for the period January 1 to December 31, 2015

(see notes)

			Cost per Property	\$
Base Service				
	<u>Property Counts</u>			
	Household	4,815		
	Commercial and Industrial	<u>444</u>		
	Total properties	<u>5,259</u>	\$200.51	\$1,054,482
Calls for Service				
	Total all municipalities	\$138,122,392		
	Total municipal portion	0.7560%	\$198.55	\$1,044,162
Overtime				
			\$18.94	\$99,628
Court Security				
			\$27.99	\$147,203
Prisoner Transportation (per property cost)				
			\$2.41	\$12,674
Accommodation (per property cost)				
			\$1.14	\$5,995
Cleaning Services (per property cost)				
			\$3.68	\$19,353
Total 2015 Calculated Cost before Phase-In Adjustment			\$453.22	\$2,383,497
2015 Phase-In Adjustment Billing Summary				
2014 Forecasted cost	Total	\$2,413,621	\$458.95	
2015 Calculated Cost per Property (see above)			\$453.22	
Cost per Property Variance		(Decrease)	\$5.73	
2015 Adjustment (Maximum per property)		(Decrease)	\$5.73	
Actual 2015 Phase-In Adjustment				
Total Billing for 2015			\$453.22	\$2,383,497

Additional Notes to the “OPP Annual Billing Statement”:

- The Annual Billing Statement is determined based on the new OPP billing model effective January 1, 2015.
- The Annual Billing Statement is a statement of 2015 costs based on an estimate of salary and benefit costs. Salary and benefit costs are estimates and are subject to a final year end adjustment.
- As a result of the implementation of the new OPP billing model municipal policing costs are subject to Phase-in Adjustments for the calendar years 2015 to 2019. The 2015 phase-in adjustment is dependent on the final 2014 cost. Phase-in adjustments are subject to change and are based on an annual determination:
 - If the municipality is subject to an increase between the final 2014 cost and the 2015 cost, the increase will be capped to a maximum of \$40 increase per property. The capped increase of \$40 plus the growth factor per property cost will be applicable for each subsequent year until the full cost is realized.
 - The growth factor is a set per property cost for all municipalities dependent upon general increases in salary, benefits, support costs and other direct operating expenditures.
 - If the municipality is subject to a decrease between the final 2014 cost and the 2015 cost it will be limited to the per property reduction limit applicable to the year.
 - The per property reduction limit is an annual per property amount determined for all municipalities. The per property reduction limit is subject to change each year based upon the determination of the funding required to offset the capped increases for all municipalities.

O.P.P. Contacts

Please forward any questions or concerns to Inspector Dan Dawson, Detachment Commander, Temiskaming Detachment, Sergeant Pamela Ford or Linda Davis, Contract Policing Analysts, OPP Municipal Policing Bureau General Headquarters.

Inspector Dan Dawson	705-647-8400
Sergeant Pamela Ford	705-329-6192
Linda Davis	705-329-6289

SCHEDULE “C”
ANNUAL BILLING STATEMENT

OPP Annual Billing Statement

Temiskaming Shores C

Estimated costs for the period January 1 to December 31, 2015

(see notes)

			Cost per Property	\$
Base Service				
	<u>Property Counts</u>			
	Household	4,815		
	Commercial and Industrial	<u>444</u>		
	Total properties	<u>5,259</u>	\$200.51	\$1,054,482
Calls for Service				
	Total all municipalities	\$138,122,392		
	Total municipal portion	0.7560%	\$198.55	\$1,044,162
Overtime				
			\$18.94	\$99,628
Court Security				
			\$27.99	\$147,203
Prisoner Transportation (per property cost)				
			\$2.41	\$12,674
Accommodation (per property cost)				
			\$1.14	\$5,995
Cleaning Services (per property cost)				
			\$3.68	\$19,353
Total 2015 Calculated Cost before Phase-In Adjustment			\$453.22	\$2,383,497
2015 Phase-In Adjustment Billing Summary				
2014 Forecasted cost	Total	\$2,413,621	\$458.95	
2015 Calculated Cost per Property (see above)			\$453.22	
Cost per Property Variance		(Decrease)	\$5.73	
2015 Adjustment (Maximum per property)		(Decrease)	\$5.73	
Actual 2015 Phase-In Adjustment				
Total Billing for 2015			\$453.22	\$2,383,497

Additional Notes to the “OPP Annual Billing Statement”:

- The Annual Billing Statement is determined based on the new OPP billing model effective January 1, 2015.
- The Annual Billing Statement is a statement of 2015 costs based on an estimate of salary and benefit costs. Salary and benefit costs are estimates and are subject to a final year end adjustment.
- As a result of the implementation of the new OPP billing model municipal policing costs are subject to Phase-in Adjustments for the calendar years 2015 to 2019. The 2015 phase-in adjustment is dependent on the final 2014 cost. Phase-in adjustments are subject to change and are based on an annual determination:
 - If the municipality is subject to an increase between the final 2014 cost and the 2015 cost, the increase will be capped to a maximum of \$40 increase per property. The capped increase of \$40 plus the growth factor per property cost will be applicable for each subsequent year until the full cost is realized.
 - The growth factor is a set per property cost for all municipalities dependent upon general increases in salary, benefits, support costs and other direct operating expenditures.
 - If the municipality is subject to a decrease between the final 2014 cost and the 2015 cost it will be limited to the per property reduction limit applicable to the year.
 - The per property reduction limit is an annual per property amount determined for all municipalities. The per property reduction limit is subject to change each year based upon the determination of the funding required to offset the capped increases for all municipalities.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-033

**Being a by-law to appoint a Property Standards Officer
for the purpose of Enforcing By-laws related to the Use and
Occupancy of Property in the City of Temiskaming Shores
Matt Del Monte**

Whereas The City of Temiskaming Shores passed By-law No. 2007-043 under Section 15.1 of the Building Code Act S.O. 1992, c23, as amended prescribing the standards for the maintenance and occupancy of property within the municipality;

And whereas Section 1.1 of the Building Code Act S.O. 1992, c23 as amended defines an “officer” as meaning “a property standards officer who has been assigned the responsibility of administering and enforcing by-laws passed under section 15.1”;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary and expedient to appoint selected staff as property standards officers for the purposes of enforcing by-laws passed under Section 15.1 of the Building Code Act S.O. 1992, c23, as amended;

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

1. That Mr. **Matt Del Monte** is hereby appointed as a Property Standards Officer for the purposes of enforcing by-laws passed under Section 15.1 of the Building Code Act S.O. 1992, c23, as amended; 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 after 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 3rd day of February, 2015.

Mayor - Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-034

**Being a by-law for the Appointment of Members
to the Property Standards Committee**

Whereas under Section 15.1-(3) of the Building Code Act, S.O. 1992, c.23, as amended, a by-law may be passed by the Council of a municipality prescribing the standards for the maintenance and occupancy of property within the municipality;

And whereas the Council of the City of Temiskaming Shores passed By-law 2012-084 with respect to the Standards for the Maintenance and Occupancy of Property within the municipality;

And whereas the Council of the City of Temiskaming Shores deems it necessary to appoint members to the Property Standards Committee;

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

1. That Mayor Carman Kidd, and the Committee of Adjustment members as appointed through By-law No. 2015-030 and any subsequent amendments thereto are hereby appointed as members of the Property Standards Committee for the 2015-2018 term of Council;
2. That By-law No. 2012-085, as amended is hereby repealed;
3. That Jennifer Pye is hereby appointed as Secretary of the Property Standards Committee; and
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law e 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 3rd day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-035

**Being a by-law to authorize the entering into a
Forest Fire Management Agreement with the
Ministry of Natural Resources**

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 in accordance with Section 467 of the Municipal Act, S.O. 2001, c. 25, as amended, a municipality may enact by-laws regarding fire matters.

And whereas in accordance with Section 21 of the Forest Fires Prevention Act, R.S.O. 1990, c.F-24, and its regulations, as amended, a municipality is responsible for extinguishing at its expense Fires within its limits;

And whereas the Council of the City of Temiskaming Shores adopted By-law No. 2012-011, as amended entering into a Forest Fire Management Agreement with the Ministry of Natural Resources for the period of April 1, 2012 to March 31, 2017;

And whereas correspondence from the Ministry of Natural Resources, dated January 14, 2015 was received with a new agreement enclosed for consideration;

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

1. That the City of Temiskaming Shores enters into a Forest Fire Management Agreement with the Ministry of Natural Resources commencing April 1, 2015 with a mandatory review every five (5) years, a copy of which is attached hereto as Schedule "A" forming part of this by-law.
2. That By-law No. 2012-011 is hereby repealed.

3. 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 3rd day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

This Municipal Forest Fire Management Agreement (hereinafter referred to as "Agreement") made in duplicate this 1st day of April, 2015.

BETWEEN:

Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources and Forestry (hereinafter referred to as the "Ministry" or "MNRF")

AND

The Corporation of The City of Temiskaming Shores (hereinafter referred to as the "Municipality")

WHEREAS the Municipality, being located in a fire region, is responsible to extinguish at its expense Fires (defined below) within its limits pursuant to Section 21(1) of the *Forest Fires Prevention Act*, R.S.O. 1990, c. F-24, and its regulations (hereinafter referred to as "FFPA"), as amended or replaced from time to time; and

WHEREAS the parties wish to enter into this Agreement pursuant to Section 19 of the FFPA with respect to the prevention, control and extinguishment of Fires within the limits of the Municipality and the Unincorporated Territory (defined below), if applicable;

THEREFORE in consideration of the mutual promises and agreements set out below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS

1. In this Agreement the following terms have the following meanings:
 - a) "Apparatus" means a Fire service vehicle that carries firefighting personnel and/or equipment, including without limitation pumpers, tankers and boats, and a Fire response vehicle that carries portable firefighting equipment to suppress Fires;
 - b) "Border Fire" means a Fire that straddles any part of a boundary between the Crown Protection Area and the Municipal Protection Area;

- c) “Comprehensive Protection Charge” and “CPC” mean either the annual rate for each hectare of Patented Land within the Crown Protection Area payable by the Municipality to the Ministry or the annual rate for each hectare of unalienated Crown land owned by the Crown in right of Ontario within the Municipal Protection Area payable by the Ministry to the Municipality (set out in Appendix “A” attached hereto and forming part hereof which will be annually adjusted prior to the start of the Fire Season annually to reflect the annual rate per hectare as set out in Appendix “C”), is charged with respect to land protected by one party for the other party and comprises all costs for prevention, management, and suppression of Fires;
- d) “Consumer Price Index” and “CPI” mean the index published by Statistics Canada for September of one year to August of the next year for the Province of Ontario in the All - Items category as defined by Statistics Canada;
- e) “Crown Protection Area” and “CPA” mean the area(s) within the limits of the Municipality designated in Appendix “B” attached hereto and forming part hereof which the Ministry has prime responsibility, as between the parties, for responding to Incidents and suppressing Fires subject to the terms and conditions of this Agreement;
- f) “Fire” means any type of outdoor fire, including without limitation a campfire, grass, brush or forest fire, a fire in a charcoal barbecue, an outside wood burning furnace or a stove;
- g) “Fire Season” means the period from April 1 to October 31 in each year (as set out in Section 10 of the FFPA);
- h) “Incident” means a report of smoke or Fire to either party which is required to be investigated by the applicable party to determine if a Fire is occurring or an infraction of the FFPA or a municipal bylaw may be occurring;
- i) “Municipal Protection Area” and “MPA” mean the area(s) within the limits of the Municipality designated in Appendix “B” and any area(s) within an area of Unincorporated Territory deemed to be included in the MPA with the written agreement of the parties pursuant to paragraph 4 b) which the Municipality has prime responsibility, as between the parties, for responding to Incidents and suppressing Fires subject to the terms and conditions of this Agreement;
- j) “Officer” means an officer as defined in or those persons deemed to be officers for the purposes of the FFPA;
- k) “Patented Land” means all privately owned land and patented land acquired and owned by the Crown in right of Ontario; and
- l) “Unincorporated Territory” means an area(s) which may be represented by a local services board where Fire protection services may be provided by the adjacent Municipality under the terms within their Municipal agreement. This area will be deemed to be included as part of the MPA area with the written agreement of the parties pursuant to paragraph 4 b).

FIRE PREVENTION AND COMPLIANCE

2. a) The Municipality at its expense shall:
 - i) when implementing a Fire prevention plan for all areas of the Municipality, design a Fire prevention/education program based on the principles of the Ministry's FireSmart program;
 - ii) control open air burning in a coordinated fashion in the Municipality through bylaws or a municipal Fire permit system consistent with the FFPA and applicable Ministry of Environment guidelines, as may be amended or replaced from time to time; and
 - iii) be responsible for the management and enforcement of any municipal Fire permit system enacted by it under authority of a bylaw.
- b) The Ministry at its expense shall be responsible for Fire prevention activities for areas of Unincorporated Territory when included under the terms of this agreement.

ANNUAL FIRE SUMMARY

3. Each party shall provide a written summary of all Fires (Appendix "G") which it actioned under the Agreement during the most recent Fire Season to the other party on or before November 30th of each year that this Agreement is in effect.

CHANGES TO CROWN PROTECTION AREA AND MUNICIPAL PROTECTION AREA

4. a) The CPA and MPA may be amended at any time upon terms satisfactory to both parties from November 1 to March 31 of any year during the Agreement with Appendix "A and B" being revised to reflect such changes agreed upon by the parties. All proposed changes must be implemented before April 1. However, when any of the following occur within the limits of the Municipality, the parties shall review as soon as possible the affected land area to determine which designation (CPA or MPA) applies to the area in question:
 - Annexation of land area;
 - Adjustment of the Municipality's boundaries; or
 - Large areas of recent storm/insect damage.

Implementation of the applicable designation to the area in question shall occur as soon as possible so that Incident response and Fire suppression services are provided.

- b) An area(s) of Unincorporated Territory may be deemed to be included in the MPA with Appendix "A" and Appendix "B" being revised to reflect such changes agreed upon by the parties. In such circumstances, the Municipality shall pass such by-laws as may be required to allow its Fire Department to leave the Municipality to respond to Incidents and to suppress Fires in the Unincorporated Territory.

TRAINING REQUIREMENTS

5. a) The Municipality agrees that the following Ministry Fire training programs will be taught to all staff within the Municipality's Fire Department assigned to Fire operations:
 - Municipal Fire Department Forest Fire Training (SP103); and
 - Air Attack Safety Training Module for Municipal Fire Operations.
- b) Following execution of the Agreement by both parties, the Ministry shall provide the Municipality free of charge the instructor training kit for each course listed in paragraph 5 a). The kits are designed to be utilized by local Fire Department training programs. The Ministry will provide technical advice if required to assist Municipality instructors to understand the training material as presented in the kits.
- c) The Municipality shall ensure that all Municipality staff responsible to respond to Incidents and suppress Fires are trained by the programs described in paragraph 5 a) and shall create training records and keep them up to date.

INCIDENTAL RESPONSE AND SUPPRESSION ACTIONS

6. a) In consideration of the applicable CPC to be paid by the Municipality under paragraph 10 a) for a Fire Season, the Ministry at its expense shall respond to Incidents and suppress Fires within the Crown Protection Area. However, where on the request of the Ministry, the Municipality responds to an Incident or suppresses a Fire in the CPA, the Ministry shall pay the Municipality in accordance with paragraph 11 b) for providing such assistance according to the applicable suppression rate(s) and fee(s) set out in Appendix "C" attached to and forming part of this Agreement.
- b) In consideration of the applicable CPC to be paid by the Ministry under paragraph 10 a) for a Fire Season, the Municipality at its expense shall respond to Incidents and suppress Fires within the Municipal Protection Area. However, where on the request of the Municipality, the Ministry responds to an Incident or suppresses a Fire in the MPA, the Municipality shall pay the Ministry in accordance with paragraph 11 b) for providing such assistance according to the applicable suppression rate(s) and fee(s) set out in Appendix "C".

At the request of the Municipality, the Ministry may assist in the investigation of any Fires which are of a contentious nature and undertake prosecutions for contravention of the FFPA.

- c) Regardless of responsibilities set out in paragraphs 6 a) and b) to the contrary, each party following receipt of an Incident within the limits of the Municipality shall immediately notify the other party of the Incident. The party with primary responsibility to do so shall investigate and determine if a Fire is occurring and if so, suppress the Fire and determine if an infraction of the FPPA or a municipal bylaw may be occurring.

- d) The Municipality shall ensure that its Fire resources when responding to an Incident or suppressing a Fire shall monitor the Fire Marshal High Band radio frequency of 154.070 in the event that Ministry aircraft arrive to support the Fire suppression operations.
- e) Regardless of responsibilities set out in paragraphs 6 a) and b) to the contrary, the party which first arrives on the scene of a Fire shall begin suppression of the Fire whether in the CPA or MPA. Compensation according to the applicable suppression rate(s) and fee(s) set out in Appendix "C" associated with such action will not be paid to that party if the other party is responsible for suppressing Fires in the area in question unless and until the latter is notified of the Fire and approves continued action by that party.
- f) The Ministry shall exercise its powers under section 21.(1) of the FFPA and assume control of Fire suppression activities when it is determined in the opinion of an Officer that present suppression activities by the Municipality have the potential to result in one or more of the following conditions:
- Loss of life;
 - Significant loss of private property; or
 - Significant loss of public property.
- g) Where the Ministry assumes control of Fire suppression activities under paragraph 6 f), the Municipality shall pay the Ministry in accordance with paragraph 11 b) for such activities according to the applicable rate(s) and fee(s) set out in Appendix "C".
- h) Where the Ministry and Municipality work together to suppress a Fire, both parties will follow the procedures set out in the Inter-Agency Fire Response Operating Guidelines, a copy of which is contained in Appendix "D" attached hereto and forming part hereof, as may be amended or replaced from time to time.

BORDER FIRES

7. a) Where the Municipality and the Ministry, separately or together, suppress a Border Fire, each party shall pay its applicable percentage of the total suppression cost incurred by both parties calculated according to the applicable rate(s) and fee(s) set out in Appendix "C" in doing so as follows: for the Municipality, the percentage of area burned that is contained within the MPA and for the Ministry, the percentage of area burned that is contained within the CPA.
- b) Where the amount payable by a party under paragraph 7 a) exceeds the amount payable to that party for suppressing the Border Fire, that party shall pay the other party the excess amount in accordance with paragraph 11 b).

DISPUTES

8. In the event a response to a Fire under the Agreement results in a dispute between the parties or where the Ministry assumes control of Fire suppression activities under paragraph 6 f), either party may request the other party to conduct with it a joint review of the management of the Fire, where the dispute, including cost sharing, may be resolved. The review panel will consist of an equal number of members representing each party.

CONCURRENT CALLS

9. When a party is taking action to suppress a Fire and a higher priority emergency occurs that requires that party to leave the Fire, the parties agree that, unless the Fire is threatening human life, the new emergency takes precedence over the Fire.

Prior to leaving the Fire, the party which first took action to suppress the Fire shall notify and make arrangements for the other party to suppress the Fire and where possible, have one of its staff remain at the scene of the Fire to provide a briefing on the Fire to the other party taking over suppression of the Fire.

PAYMENTS

10. a) The applicable CPC's payable by the parties are set out in Appendix "A" and the CPC rates are outlined in Appendix "C". The Ministry shall provide the Municipality at the time of renewal an updated copy of Appendix "A" indicating the applicable CPC fees for the Agreement term. Where discussions are ongoing to make modifications to the existing MPA or CPA fire management zones, the applicable changes to the CPC fee will be processed once the final MPA/CPA zone modifications are completed.
- b) The Ministry will provide notification to the municipality prior to February 28 each year of the agreement, changes to the CPC rate to be used in Appendix "A" for CPC calculations.
- c) Each party shall pay the other party within thirty (30) days of receipt of an invoice from the other party for the applicable CPC for each hectare of Patented Land within the CPA or each hectare of unalienated Crown land owned by the Crown in right of Ontario within the MPA, as applicable, for the forthcoming Fire Season.
- d) The Fire suppression rates and fees for ground and aerial Fire suppression services payable by the parties for the first year of the initial term of the Agreement are set out in Appendix "C". Such rates and fees payable for each subsequent year that the Agreement exists shall be such rates and fees payable in the previous year increased prior to the start of the Fire Season by the Ministry by the percentage change in the most current CPI (as compared to the previous year's CPI). The Ministry shall provide the Municipality an

updated version Appendix "C" to reflect any changes in such rates and fees by March 31 of each year.

Each party shall pay the other party any suppression rates and fees in accordance with paragraph 11 b).

- e) If applicable, the Ministry shall also pay to the Municipality, CPC fees as set out in Appendix "A" for all land, whether private or Crown land, in an Unincorporated Territory area deemed to be included in the MPA according to the terms of this agreement pursuant to sub paragraph 4 b).
11. a) To qualify for payment according to the applicable rate(s) and fee(s) in Appendix "C" for services provided under the Agreement, a party must provide the other party with a completed Municipal Fire Information and Cost Report (Form 210), a copy of which is attached hereto as Appendix "E" and forms part hereof, within 30 days of the end of the suppression activity on each Fire actioned.
- b) Amounts payable by the Municipality to the Ministry based on applicable rates and fees in Appendix "C" will be offset against amounts payable by the Ministry to the Municipality based on applicable rates and fees in Appendix "C" for each Fire Season. Any balance owing to either party on November 30 of each year that this Agreement is in effect will be an amount due to that party as of that date and shall be payable within thirty (30) days of receipt of an invoice from that party.

INDEMNITY

12. a) The municipality or Crown is responsible for its own insurance and shall carry all the necessary and appropriate insurance that a prudent person in the business of the municipality or crown would maintain, including but not limited to commercial general liability insurance.
- b) The municipality is not covered by the Province of Ontario's insurance program and no protection will be afforded to the municipality by the Government of Ontario for any claim that may arise out of the Agreement.
- c) The Crown is not covered by the municipalities' insurance program and no protection will be afforded to the crown by the municipality for any claim that may arise out of the Agreement.
- d) Regardless of any other provisions of this Agreement to the contrary, neither party shall be liable for any consequential, indirect, incidental, special or punitive damages, including without limitation lost revenues, savings or profit, suffered by the other party or any third party with respect to any Claims arising out of or otherwise in connection with the Agreement even if the party in question has been advised of the possibility thereof.

- e) Fire fighters employed by or volunteering for a party are deemed to be employees of that party for the purposes of benefits under the Workplace Safety and Insurance Act whether working on Crown land or private land in the CPA, the MPA or the Unincorporated Territory.
- f) Each party shall be responsible for all damage to or loss of any Apparatus or other equipment which it supplies for use in suppressing Fires under this Agreement. The Fire suppression rates described in Appendix "C" include recovery of costs for normal wear and tear on Apparatus and such other equipment as well as the cost of repair of periodic breakage or accidental damage.

TERM AND TERMINATION; RENEWALS

- 13. a) This Agreement shall commence April 1, 2015 and must be reviewed every 5 year(s), unless terminated by either party in accordance with paragraph 13 b).
- b) Each party may terminate the Agreement:
 - (i) immediately upon written notice to the other party without liability if the other party commits or permits a breach of any of its obligations under this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice from the party not in breach demanding such breach be remedied; or
 - (ii) upon thirty (30) days prior written notice without liability for its convenience during the months of October to March prior to the next Fire Season.
- c) An Agreement review must be completed within sixty (60) days prior to April 1 of the review year, using the Agreement Review Checklist, Appendix "F", unless either party has provided written notice to the other party at least sixty (60) days prior to April 1 or earlier, of the scheduled review year under paragraph 13 a) that it wants to terminate the Agreement.
- d) If there are no changes made to the CPA or MPA areas (except for CPC's payable and suppression rates as described in section 10). Appendix "F" must be signed by the local Fire Management Supervisor and municipal official and attached to the Agreement document.
- e) At anytime when changes are made to the CPA or MPA areas that affect Fire response requirements and financial obligations to either party, a new Agreement document must be drafted and submitted to the Director of AFFES and Mayor/Reeve for signatures.

GENERAL PROVISIONS

14. a) This Agreement represents the entire agreement between the parties regarding Fire prevention, control and extinguishment and supersedes any prior understanding or agreement, collateral, oral or otherwise, with respect to such subject matter existing between the parties at the date this Agreement comes into effect.

This Agreement consists of the terms and conditions in the main body of this Agreement and its Appendices and any amendments executed in accordance with the terms of this Agreement.

In the event of any conflict or inconsistency between provisions of any of the documents which form part of this Agreement, the provision in the first mentioned document below shall govern:

- (i) any amendment to this Agreement;
 - (ii) terms and conditions in the main body of this Agreement; and
 - (iii) Appendices to this Agreement.
- b) Except as otherwise provided in paragraphs 10 a) and 10 d) with respect to changes to rates and fees, any change to this Agreement shall be by written amendment signed by the parties.
- c) Notwithstanding anything else in this Agreement to the contrary, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, shall be void and of no legal effect.
- d) Any failure by a party to insist in one or more instances upon strict performance by the other party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the first party of its right to require strict performance of any such terms or conditions and the obligations of the other party with respect to such performance shall continue in full force and effect.
- e) Neither party shall have any power or authority to bind the other party or to assume or create any obligation or responsibility, express or implied, on the other party's behalf. Neither party shall hold itself out as an agent, partner or employee of the other party.
- f) Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the parties or constitute an appointment under the *Public Service of Ontario Act*, 2006, S.O. 2006, c.35, as amended or replaced from time to time.

- g) In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders. The headings in this Agreement are for convenience of reference only and in no manner modify, interpret or construe this Agreement.

SURVIVING PROVISIONS

15. Paragraphs 10 a), 10 d) (second paragraph only), 11 a), 11 b), 12 a), 12 b), 12 c), 12 d) 12 f), 14 and this paragraph of the Agreement shall survive its termination or expiry and continue to bind the parties.

IN WITNESS WHEREOF this Agreement has been executed by the parties by their duly authorized representatives.

Her Majesty the Queen in right of Ontario as
represented by the Minister of Natural
Resources and Forestry

Date: _____

By: _____

Director, Aviation, Forest Fire and
Emergency Services Branch
Provincial Services Division
Name
(pursuant to delegated authority)

The Corporation of
The City of Temiskaming Shores

Date: _____

By: _____

Position:
Name:

By:

Position:
Name:

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

Temiskaming Shores

Agreement Review Period

Year: 2015 To 2020

Municipality

Per Hectare CPC Rate \$1.12

CPC Year:

2015 CPI Increase %

LAND CLASS	TAXATION/REVENUE SITUATION	Municipal Protection Area			Crown Protection Area			Total					
		Hectares	Rate	Factor	Cost	Hectares	Rate		Factor	Cost			
Comprehensive Protection Charge													
Unalienated Crown Land	Crown does not pay Municipal Taxes	14	\$1.12	100%	15.80	704	\$1.12		-				718
Provincial Parks/Conservation Reserve	Crown pays grants to Municipalities	0	\$1.12	100%	-	0	\$1.12		-				0
Patented Land (Residential/farm, Farmlands, Multi-Residential, Commercial, Industrial)	Municipal Taxpayers based on Assessment; Patented Crown Land where Crown gives grants in lieu of taxes	16,762	\$1.12		-	82	\$1.12	100%	92.28				16,845
Federal Lands	Federal Gov't pays Grants in lieu of taxes to Municipality												
Private Land (Managed Forests)	Municipal Taxpayers Tax Rate restricted because of public interest in this land	0	\$1.12		-	0	\$1.12	50%	-				0
Patent Mining Lands (Crown has Full Timber Rights) Patented after March 26, 1918	Unit Class of M.L (Mining lands) with a Tax Rate of C. (Commercial) Owner pays some taxes to municipality but has no interest above ground		\$1.12	100%	-		\$1.12		-				0
Federal Lands and Indian Reserves	Federal Government pays Ontario for Fire Protection under INAC or other agreement		\$1.12	100%	-		\$1.12		-				0
Conservation Lands (Lands Assessed by Conservation Lands)	C.A. no pays taxes to Municipality (M.N.R. gives Grant for significant conservation Lands)		\$1.12		-		\$1.12		-				0
Unorganized Territory	Crown Land and Private Land where taxpayer pays Public Land Tax to Province		\$1.12	100%	-		\$1.12		-				0
TOTALS		16,776			15.80	786		\$	92.28				17,562
		Crown Owes the Municipality \$0.00			Municipality Owes the Crown \$76.47								

Appendix C

Municipal Fire Agreement Rates to / from Municipalities
Valid for 2015

	Assistance Under Agreement
<p>Comprehensive Protection Charges (CPC)</p> <p>The new CPC rate system started April 1, 2013</p>	<p>CPC rates adjustments are applied April 1 of each year.</p> <p>CPC rates 2013 - 2017</p> <p style="padding-left: 40px;">2013 — \$0.95/Ha 2014 — \$1.04/Ha 2015 \$1.12/Ha 2016 \$1.21/Ha 2017 \$1.29/Ha</p> <p>NOTE:</p> <p>In 2018 the CPC will be increased by averaging the 5 years prior CPI rates capped to a maximum increase of 4%</p> <p>In 2019 the CPC rate will increase annually by the CPI process.</p>
<p>Ground Suppression Services</p> <p>Personnel Units Apparatus Units</p> <p>Personnel and Apparatus Units are annually adjusted by the Consumer Price Index for Ontario (All Products) from the period of September to September. Rates will be updated by Feb. 28 each year.</p>	<ul style="list-style-type: none"> • Flat Rate/False Alarm • \$747.00 per fire or • \$218.50 per half hour (30 min) for each; • Personnel Unit = max. 8 staff plus suppression gear • Apparatus Unit = Fire service vehicle with maximum 4 staff, includes suppression gear. <p><u>Personnel must be affixed to an Apparatus Unit</u> prior to forming personnel units.</p> <p><u>NO</u> charges for helicopter if only used to deliver and pickup crews. Helicopter is not an apparatus.</p> <p>Apparatus” means a Fire service vehicle that carries firefighting personnel and/or equipment (includes pumpers, tankers, boats, Fire response vehicles that are designed to carry portable/firefighting equipment).</p>

<p>Air tankers and Birddog</p> <p>CL215/415 and Twin Otters</p> <p>Air tanker fees are set annually by the MNRF and will be updated by April 30 each year.</p> <p>Air tanker support charges are only for time over the fire.</p>	<p>2015 Rates</p> <p>CL415 Dispatch Fee = \$1943.00 Hourly rate = \$3886.00</p> <p>Twin Otter Dispatch Fee = \$797.00 Hourly rate = \$1594.00</p> <p>Birddog Hourly rate = \$1365.50</p>								
<p>Helicopter</p> <p>Helicopter rates are set annually by the MNRF Aviation Services.</p> <p>No charge if used just to transport MNRF crews to fire</p> <p>Municipalities that rent aircraft for fire operations must submit rental invoices</p>	<p>Contract Helicopters Rates 2015</p> <table border="0"> <tr> <td>Light</td> <td>\$As per invoice</td> </tr> <tr> <td>Intermediate</td> <td>\$ 878.00 per hour,</td> </tr> <tr> <td>Medium</td> <td>\$2472.11 per hour ,</td> </tr> <tr> <td>Heavy</td> <td>(calculated at time of hire)</td> </tr> </table> <p>(flying calculated as "time over fire" only)</p> <p>Aircraft rental fees by the Municipality must be supported by the aircraft invoice.</p>	Light	\$As per invoice	Intermediate	\$ 878.00 per hour,	Medium	\$2472.11 per hour ,	Heavy	(calculated at time of hire)
Light	\$As per invoice								
Intermediate	\$ 878.00 per hour,								
Medium	\$2472.11 per hour ,								
Heavy	(calculated at time of hire)								
<p>Section C: Other Expenses Approved in the Suppression Plan</p> <p>All costs must be supported by actual invoices, or fire cost forms by either agency</p> <p>Other Agencies Form 210 Total can be included here on joint operations.</p>	<p>As per approved response plan for a specific fire; the following expenses can be considered;</p> <ul style="list-style-type: none"> • Heavy equipment • Base camp operations and infrastructure support, accommodations • Incident Command Trailers • Support equipment; boats, ATV's, trailers that fall outside normal fire apparatus <p>Form 210 Part 2</p>								



***INTER-AGENCY
FIRE RESPONSE
OPERATING GUIDELINES***

FORWARD

This directive will be applied when the Ministry of Natural Resources and Forestry (MNRF) fire fighters or aircraft and municipal fire departments both respond to the same forest fire. The purpose of this directive is to ensure safe and effective cooperation between fire response agencies.

DEFINITIONS

Incident Commander: the person in charge at the scene of the incident. This person is assigned by the agency responsible for the fire.

Agency Representative: the lead person for MNRF (i.e., Fire Ranger Crew Leader, Fire Operations Technician, Fire Management Technician, Fire Operations Supervisor) and the lead person for the municipality (usually the Fire Chief, Deputy Fire Chief or Fire Officer). One of the Agency Representatives is usually the Incident Commander responsible for the fire and the other is the lead representative for the agency supporting the fire response.

RESPONSIBILITY FOR FIRES

Inside the fire region where no municipal agreement with the MNRF is in place, municipalities are responsible at their expense to extinguish grass, brush or forest fires within their municipal boundaries under Section 21 (1) of the Forest Fires Prevention Act (FFPA).

- Where a fire starts on Crown land within a municipal jurisdiction, the MNRF will reimburse the municipality for its suppression costs.

When a municipality has a municipal fire agreement with the MNRF, the response areas will be broken down into Municipal Protection Areas (MPA) and a Crown Protection Areas (CPA).

- Municipal Fire Departments are responsible for fires within the MPA
- MNRF is responsible for fires within the CPA

Municipalities, while still responsible for extinguishing fires within their municipality or MPA area, may turn over the suppression of a fire to the MNRF, or other suppression organization, under the following circumstances:

1. The fire department determines the fire has grown in size and/or complexity beyond their capabilities;
2. A structural fire situation or higher municipal emergency has developed that requires all the municipal resources;
3. Under rare circumstances where the MNRF determines that the actions taken by a municipality inside the fire region are inadequate, the MNRF may exercise its powers under Section 21 (1) of the FFPA, and assume suppression operations of the fire until such a time that fire suppression operations may be returned to the municipality.

When one agency supports the other in fire suppression efforts, the supporting agency will recover costs from the agency that has jurisdiction of the incident. For those areas that have a Municipal Agreement with the MNRF, the terms and conditions of that agreement will be followed. For all other areas, all invoices will be submitted according to each agency's policy.

AUTHORITY OVER RESOURCES

- A municipality will direct its resources and retain all authority for the co-ordination of police, ambulance and other agency involvement;
- MNRF will retain authority for air attack and all MNRF personnel;
- Where heavy equipment is required, the municipality will use its authority to procure and direct it during a joint fire response.

INITIAL ARRIVAL AT A FIRE

Irrespective of responsibility, the first organization arriving at a fire scene will commence fire suppression and is in charge of the fire until the appropriate lead agency arrives and assumes the command function. When an MNRF Agency Representative arrives at a fire that appears to be the responsibility of a municipality (inside an MPA or a municipality without an agreement):

1. The MNRF Agency Representative will immediately seek out the person in charge on behalf of the municipality (usually the Fire Chief or Deputy Fire Chief). If the MNRF is first to the fire site, the MNRF Agency Representative will focus on suppression operations until a municipal official arrives.
2. The MNRF official will identify himself/herself as the Agency Representative for the MNRF and will ask if the municipality requires continued assistance from the MNRF.
3. If the Municipal Agency Representative says they do not require MNRF assistance, the MNRF Agency Representative will document the conversation (including the name of the Municipal Agency Representative who has authorized this), and contact the Sector Response Officer (SRO). If the SRO and MNRF Agency Representative agree that the municipality can control the fire, MNRF resources can return to base. If the MNRF Agency Representative, through personal observation of the fire, fire behaviour, and values at risk, believes that the situation is beyond the capability of the municipal resources at the scene, he/she will discuss further support with the SRO.
4. If the Municipal Agency Representative says that they require MNRF assistance, the MNRF Agency Representative will document the conversation (including the name of the representative who has authorized this) and update the SRO.
5. The MNRF Agency Representative will update the local SRO with all information discussed in the field. The SRO will document this information in the SRO log book as a permanent record.
6. To avoid confusion, the MNRF Agency Representative will document the location of the fire using a GPS device. This is very important if the fire is located near a boundary with the CPA or another municipality.

All communication with the Municipal Agency Representative will be through the MNRF Agency Representative. The SRO will be contacted immediately if there is uncertainty about the responsibility for the fire, the status of the fire, or whether there are agreements in place.

INCIDENT COMMAND

The representative of the agency responsible for the fire will be the Incident Commander unless the other Agency takes responsibility for the fire, as described above. Each agency will retain authority over its own resources, as described above.

Agency Representatives for both the MNRF and municipalities will wear a vest or other visible and clear identification indicating that they are in charge on behalf of their agency.

The style of joint operations will be at one of two levels, depending on fire conditions:

Table 1: Factors used to determine Level of Operation

	Level 1 Operations	Level 2 Operations
Fire Behaviour Fire Complexity Risk to Values	Fire Intensity Class 1 or 2 1 to 2 crews Low to Moderate	Fire Intensity Class 3 or higher 3 or more crews High to Extreme
MNRF resource commitment	1 or 2 crews Air Attack uncommon	3 or more crews Air Attack common
Incident Commander	MNRF Incident Commander level IV or V Municipal Captain or Lieutenant	MNRF Incident Commander level I, II or III Municipal Chief or Deputy Chief
Operations	Agency Reps meet, discuss situation, and agree on suppression plan. Both agencies' reps will work with their respective resources and can work apart from one another.	Set up a Command Post. Agency Reps remain together to ensure communication between Agencies and to coordinate suppression actions.
Communication	Contact between Agency Reps as required. MNRF Rep should provide MNRF radio to Municipal Rep. If no radio, Agency Reps will meet at regular times to discuss operations and adjust suppression operations.	Agency Reps remain together and communicate to fire fighters using respective communication systems. MNRF will provide MNRF radio to Municipal Rep to maintain communication link if Reps must be apart for a period of time.

Every effort should be made to provide radio contact between Agency Representatives. All MNRF Radios will be retrieved when the MNRF operation leaves.

AIR OPERATIONS

Water bombing in conjunction with ground attack can present a hazard to ground crews. This hazard can be minimized with diligent air/ground co-ordination.

Where the municipality hires aircraft for fire suppression operations, and MNRF water bombers are working on the fire, the MNRF Air Attack Officer will control airspace and all aircraft activities. Only aircraft with direct radio communication with the Air Attack Officer can operate on the fire. Where the municipality has hired aircraft that are under the direction of a Municipal Incident Commander and no MNRF aircraft are involved in fire suppression, the MNRF Agency Representative should work closely with the Incident Commander to maximize the efficiency and safety of any aircraft operations on the fire.

AIR ATTACK

If an MNRF Agency Representative is on the ground, air attack will communicate directly with the MNRF Agency Representative using the assigned MNRF radio frequency. This would include identifying any aircraft hired by the municipality.

If air attack arrives before MNRF personnel are on site, air attack will make contact with the Municipal Incident Commander prior to commencing bombing operations. All initial air-to-ground communications with the Municipal Incident Commander will be done on the VHF/FM frequency 154.070 MHZ (Provincial Office of the Fire Marshal frequency).

When the MNRF is not at a fire, requests for air attack may be made by a Municipal Incident Commander directly to the appropriate MNRF Sector Response Officer (SRO). This request is then relayed by the SRO to the MNRF Regional Duty Officer. If air attack is approved, the SRO will then notify the Municipal Incident Commander and advise them to immediately monitor 154.070 MHZ at the fire. The SRO will also advise the Municipal Incident Commander of the type, number of aircraft, the Bird Dog number and the Air Attack Officer's name, being dispatched to the incident along with an estimated time of arrival.

Lone Wolf Operations

Because of the general complexity of interagency fire responses, every effort will be made to have an Air Attack Officer on-site. When this is not possible, lone wolf operations (where the bombing operation is not under the control of an Air Attack Officer) will be permitted when air/ground communications can be established between the pilot and the Incident Commander or MNRF Agency Representative. Bombing operations can only occur once the pilot is assured that it is safe to do so. As Municipal Incident Commanders may be unfamiliar with air attack and municipal fire fighters may be less visible than FireRangers, extreme caution must be used on lone wolf operations. Guidelines for these operations are included in the MNRF Air Attack Manual.

Table 2: General direction for air attack operations on interagency fires

The Air Attack Officer (AAO) and agency representatives share the responsibility for the safety of ground crews.

The AAO is responsible for determining the presence of ground crews before commencing air attack.

The AAO must be aware of each ground crew's exact location.

The drop zone includes a safety area of 120 by 350 meters around the target that must be clear of all personnel.

Air/ground communications must be maintained between the birddog aircraft or AAO and the ground crew(s). Unless otherwise directed, this communication link will be through the MNRF Agency Representative, if present, or the Municipal Incident Commander.

Birddog aircraft, CL-415's and Twin Otters are equipped with high band (VHF/FM) radios. High band radios are required for air/ground communications (154.070 MHZ) with the Municipal Incident Commander when MNRF ground personnel are not at the fire.

All Out of Province (OOP) water bombers are accompanied by a birddog aircraft. During their operational briefing, OOP birddogs are advised of the importance of Interagency Operating Procedures and the OFM radio frequency.

Air attack will be discontinued if the safety of ground crews might be jeopardized.

Any near miss, or direct hit of ground personnel by a drop, is an "incident" and must be reported immediately to the MNRF Agency Representative who will take prompt, corrective, action; as well as informing the local SRO. The local SRO will inform the Regional Duty Officer. An Incident Report must be completed.

TRAINING

SP-103 "Municipal Fire Department Forest Fire Training" is recommended for municipal fire fighters that engage in fighting grass, brush, or forest fires.

SP-230 "Wildland Fire Strategies and Tactics Workshop for Municipalities" provides training suitable for Municipal Incident Commanders.

Fire Information Report for Municipalities

Issued to _____ Date: _____
dd-mm-yyyy

Address _____

Fire Number _____ Municipal # _____ M.N.R.F # _____

Fire Reported to Municipality Date: _____ Time: _____
dd-mm-yyyy

Fire Reported to M.N.R.F Date: _____ Time: _____
dd-mm-yyyy

Zone _____ Basemap _____ Block _____

Lot _____ Concession _____ Surveyed Township _____

Initial Response Group _____ Fire Cause _____

Assistance Requested by _____ To _____

Fuel Type _____ MPA/CPA _____

Hectares Burned _____ Crown land _____ Private land _____

Source of ignition _____ Responsible Group _____

Fire Start: Date: _____ Time: _____
dd-mm-yyyy

Initial Fire Size (ha): _____ Final Fire Size (ha): _____

Fire Out: Date: _____ Time: _____
dd-mm-yyyy

Incident Commander _____ Phone Number _____

Municipal Fire Agreement Cost Report Form 210

Part I

Fire Number MNR/Municipal _____ Start Date _____ Out Date _____
dd-mm-yyyy dd-mm-yyyy

Fire Cause _____ Municipality _____

Location: Basemap _____ MPA/CPA or _____ Final Size _____
or lot and conc Border (ha)

Border Fire Only Crown Protection Area (Ha) Municipal Protection Area (Ha)

Assistance Requested by _____ To _____

Invoice Date _____ Invoice Number _____
dd-mm-yyyy

A. Personnel / Apparatus

(i.) Flat Rate for Response/False Alarm \$747.00 =
(min. amount paid out for a response)

Half hour per number of apparatus x \$218.50 =
input max. number of units on fire at one time # apparatus units total # half hours for all units

(ii.) Half hour on fire per units of 8 or less people x \$218.50 =
input max. number of units on fire at one time # personnel units total # half hours for all units

People must be assigned to apparatus prior to forming personnel units (4staff/apparatus) Sub-total must be >\$747.00 Sub-total

Reimbursement claimed (greater of i or ii) Total

B. Aircraft See Appendix C in municipal agreement document for detailed explanation

CL215 / 415 Dispatch Fee \$1,943.00 x # of Aircraft =

Flying Rate \$3,886.00 x Total Hours =

Twin Otter Dispatch Fee \$797.00 x # of Aircraft =

Flying Rate \$1,594.00 x Total Hours =

Birdog Flying Rate \$1,365.50 x Total Hours =

Helicopters

of Light x Total Hours =

of Intermediate \$878.00 x Total Hours =

of Medium \$2,472.11 x Total Hours =

of Heavy x Total Hours =

Air attack and helicopter fees are only for time over fire. No helitak fee for delivery and pick up of crew only. Total Aircraft Costs

C. Other Expenditures Approved in Suppression Plan (Appendix C descriptions) (Attach description of expenses and invoices)

Total Other Expenditures

Total of A, B and C

(Joint Fire Operations Enter MNR + Municipal Costs Non Border Fire) MNR Municipal

Person Completing Report _____ Date dd-mm-yyyy _____

Municipal Fire Agreement Cost Report Form 210
Part II Completed by MNRF for Border Fire Calculations

Part II

Municipal Fire Agreement Cost Report Form 210

Part III

Fire Managers to complete Part IV

Issue invoice to: Municipality MNRF Other

Insert Costs to be Billed

Agency to assume the cost: Yes No

Refer to court for cost collection or infractions Yes No
(MNRF use only)

Invoice issued to:

*Invoices to MNRF/MUN will be processed at the end of fire season for the end of the year reconciliation process.
Third party invoices are to be processed once the Fire Manager has approved the invoice.*

Comments: Manager explanation is required when assuming costs, issuing third party invoice
or referring to court for cost collection. **MNRF use only**

Signature of Authorized Management Representative
Certified Accurate, Complete and True

Date dd-mm-yyyy

Appendix F
Agreement Review Checklist
(To be completed by MNRF)

Name of Community

Fire Management Area:

Date Reviewed:

MNRF Person Completing Review: _____

1. Community Evaluation:

Infrastructure Development:

Has any new infrastructure been developed that extends into a CPA zone?

Has there been any new cottage subdivision areas developed?

Road Network Expansion:

Have any new roads been constructed allowing access for community resources into CPA area?

CPA/MPA/CPZ Zones:

Will there be changes to the current Appendix A figures? If there is, provide an explanation for the changes.

Has there been a general review of all CPA/MPA/CPZ zones to improve existing boundary lines and reduce the amount of land managed by the MNR.

After reviewing municipal fire activity, are there areas where municipal resources are frequently responding to fires in a CPA zone that should be considered to be included in an MPA management zone.

2. Risk Analysis:

Forest Fuels:

Has any storm or insect damage occurred within an MPA/CPZ area that should be reviewed to determine if a boundary change is required?

Has a storm or insect damaged area hazard been mitigated that can now be re-established as an MPA/CPZ area?

Through the FireSmart program is there an area of CPA that can now be established as an MPA/CPZ area?

3. Fire Suppression Resources:

Staffing:

Have there been any changes to the staffing levels of the community fire agency that may affect changes to the existing MPA/CPZ/CPA zones

Operations:

During the peak burning period can the community fire agency provide a timely and adequate fire response in all areas of the MPA?

Equipment:

Have there been any wildland fire equipment upgrades since the last assessment that will enable the community to modify existing MPA/CPZ zones

Training Program:

Has the fire department received the new SP103, Air attack module package and Copyright license? What year did they received the package?

Has the fire department ever sent staff to an SP230 course?

Resource locations:

Has the community expanded their area of coverage, by building additional fire equipment locations that will allow fires responses into a CPA area now?

Municipal Assistance:

Is there an opportunity for the community to enter into an agreement with adjacent municipalities to provide protection services in a CPA/MPA area?

Fire Department Radio System:

Does the fire department radio system allow for the fire staff to use the Fire Marshal frequency **154.070** to communicate with our Air Tankers?

4. Fire Education/Prevention:

FireSmart:

Does the community have an existing forest fire prevention plan?

Is the community willing to develop a FireSmart Community Wildfire Plan?

During this renewal review, has the community presented a new FireSmart plan with new mitigation targets established?

Enforcement:

Has the community implemented by-laws to regulate burning and provide control measures under the FPPA?

Has the community considered regulating spring burning to reduce human caused fires by banning residential burning until green up?

Does the community have a by-law enforcement officer?

Media:

Has the community developed a media program to promote wildfire prevention initiatives? E.g., advertising during high to extreme hazard.

Has the community developed their own wildfire prevention signs or handout items to address common ignition causes?

Does the community conduct school wildfire prevention programs?

As per the conditions listed within the current municipal fire suppression agreement under TERM AND TERMINATION; RENEWALS;

This Agreement has been reviewed will continue to be in effect from April 1, 20 and must be reviewed every year(s), unless terminated by either party in accordance with conditions listed in section 13.

Official Signatures: (Only required if no new agreement is being submitted)

Fire Management Supervisor: _____

Municipal Representative: _____

The agreement review checklist should be made in duplicate and one copy given to the local municipality to be attached to their current agreement file. The other copy is to be mailed to the Regional Fire Advisor. The Regional Fire Advisor will forward the signed checklist to Sault Ste. Marie to be attached to the Director's copy of the legal agreement. All scanned records will be available through the File Plan.

The agreement review checklist must still be completed and sent if new agreement package is being submitted.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-036

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision
Ronald and Nancy Dalton - Roll No. 54-18-030-005-216.01**

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

And whereas the property owner has requested that the following properties be merged on title: Lots 15, 16, and 17, Plan M77NB, Parcel 18761SST;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended.
2. That the lands, generally illustrated in Schedule "A" and are described as:
 - a) Lots 15, 16, and 17, Plan M77NB, Parcel 18761SST
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.

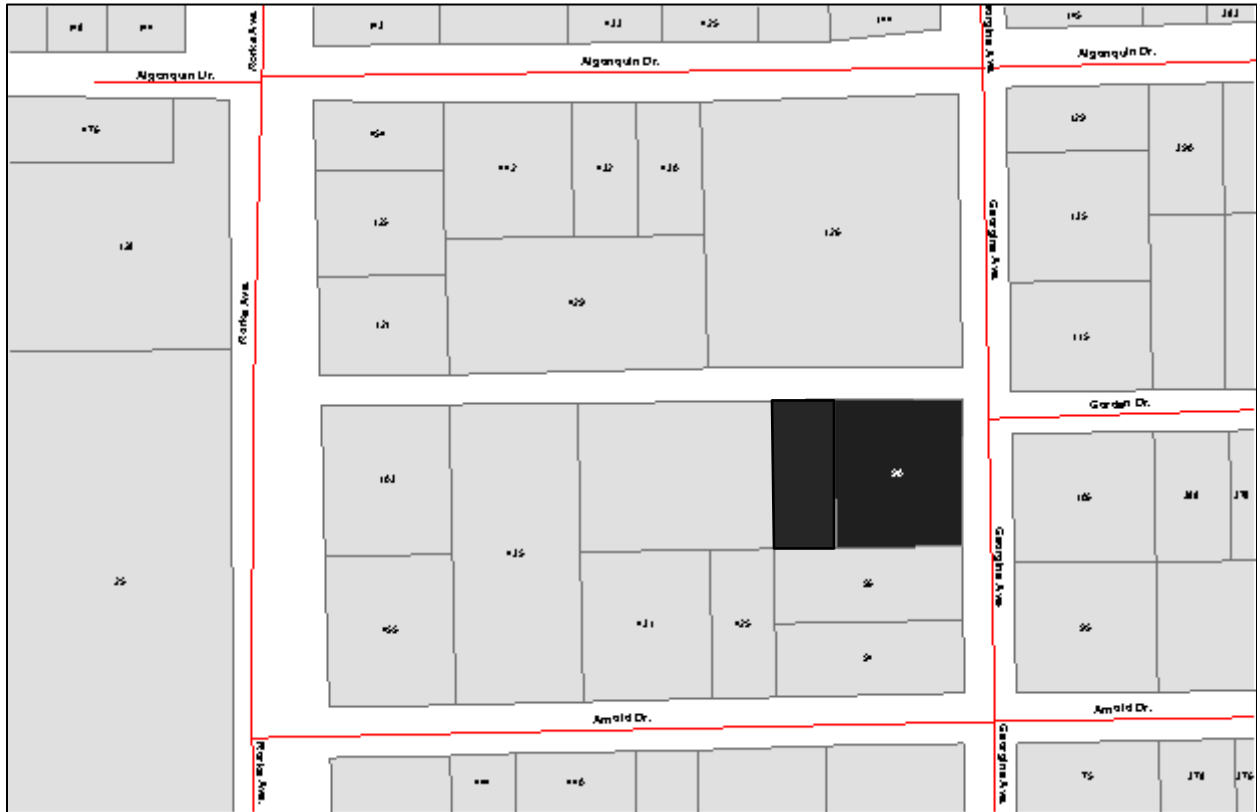
8. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 3rd day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

City of Temiskaming Shores



90 Georgina Avenue - Roll No. 54-18-030-005-216.01

Ronald and Nancy Dalton

The Corporation of the City of Temiskaming Shores
By-law No. 2015-037

**Being a by-law to enter into an agreement with the
Township of Hudson for the acceptance of recyclable
materials at the Spoke Transfer Station on Barr Drive**

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

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

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

And whereas Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 regular meeting of Council and agreed to enter into agreements outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the **Township of Hudson** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 3rd day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



The City of Temiskaming Shores
and
Township of Hudson

Barr Drive Spoke Transfer Station Agreement

This Agreement

Between:

**The Corporation of the City of Temiskaming Shores
(Herein referred to as "The City")**

And:

**The Corporation of the Township of Hudson
(Herein referred to as "Municipality")**

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 Section SST, Part South ½ Lot 7, Concession 1, Dymond Part 1 Plan 54R-4278, as registered in the Registry Office for the District of Timiskaming, with a municipal address of 547 Barr Drive, hereinafter referred to as the "Facility" for a term commencing on the 3rd day of September, 2014 and ending on the 31st day of December, 2015.

Section One – Municipality's covenants:

The Municipality covenants with the City as follows;

- (a) **Processing fees** – to pay the City \$250 per tonne plus H.S.T. for the processing of recyclable materials collected from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
- (b) **Renewal** – to notify the City of its intention to renew this agreement by November 30th of each year, as outlined in Section Three (c) of this agreement. The City reserves the right to review and amend the processing fee on an annual basis.
- (c) **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - (i) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - (ii) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - (iii) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.

- (d) **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.
- (e) **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix A, attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the municipality or the person seeking to dispose of it.
- (f) **Use of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants:

The City covenants with the Municipality as follows:

- **Access for Processing** – to provide access to Municipality to the Spoke Transfer Station at 547 Barr Drive for the deposit of recyclable materials collected from the Municipality in designated locations. The City will charge and collect a fee of \$250 per tonne plus H.S.T. for all material deposited commencing on the 3rd day of September, 2014.

Section Three - Provisos

- (a) **Non-waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
- (b) **Default provisions** – Whenever;
 - (i) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - (ii) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
- (c) **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

and in the case of the Municipality addressed to the Municipality at:

Township of Hudson
903303 Hanbury Road, R.R. #2
New Liskeard, ON, P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- (d) **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- (e) **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- (f) **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this agreement or any of its provisions.


Signed, Sealed and Delivered in the presence of;

City of Temiskaming Shores

FEB 3/15
Date

FEB 3/15
Date


Carman Kidd, Mayor


David B. Treen, Clerk

Township of Hudson

January 7, 2015
Date

January 7, 2015
Date


Larry Craig, Reeve


Michel Lachapelle, Clerk

Appendix A

Acceptable Recyclable Materials

Recyclable containers includes the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers includes the following:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags, such as flour, sugar, potato and pet food bags;
- e) newspapers and inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores
By-law No. 2015-038

**Being a by-law to enter into an agreement with the
Township of Harley for the acceptance of recyclable
materials at the Spoke Transfer Station on Barr Drive**

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

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

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

And whereas Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 regular meeting of Council and agreed to enter into agreements outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the **Township of Harley** for the acceptance of recyclable materials at the Spoke Transfer Station, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 3rd day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-038

Agreement between

The Corporation of the City of Temiskaming Shores

and

Township of Harley

Acceptance of Recyclable Materials at the
Spoke Transfer Site

This Agreement

Between:

**The Corporation of the City of Temiskaming Shores
(Herein referred to as "The City")**

And:

**The Corporation of the Township of Harley
(Herein referred to as "Municipality")**

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 Section SST, Part South ½ Lot 7, Concession 1, Dymond Part 1 Plan 54R-4278, as registered in the Registry Office for the District of Timiskaming, with a municipal address of 547 Barr Drive, hereinafter referred to as the "Facility" for a term commencing on the 17th day of September, 2014 and ending on the 31st day of December, 2015.

Section One – Municipality's covenants:

The Municipality covenants with the City as follows;

- (a) **Processing fees** – to pay the City \$250 per tonne plus H.S.T. for the processing of recyclable materials collected from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
- (b) **Renewal** – to notify the City of its intention to renew this agreement by November 30th of each year, as outlined in Section Three (c) of this agreement. The City reserves the right to review and amend the processing fee on an annual basis.
- (c) **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - (i) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - (ii) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - (iii) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.

- (d) **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.
- (e) **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix A, attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the municipality or the person seeking to dispose of it.
- (f) **Use of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City's Covenants:

The City covenants with the Municipality as follows:

- **Access for Processing** – to provide access to Municipality to the Spoke Transfer Station at 547 Barr Drive for the deposit of recyclable materials collected from the Municipality in designated locations. The City will charge and collect a fee of \$250 per tonne plus H.S.T. for all material deposited commencing on the 17th day of September, 2014.

Section Three - Provisos

- (a) **Non-waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City's rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
- (b) **Default provisions** – Whenever;
 - (i) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - (ii) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
- (c) **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

and in the case of the Municipality addressed to the Municipality at:

Township of Harley
903303 Hanbury Road, R.R. #2
New Liskeard, ON, P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- (d) **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- (e) **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- (f) **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this agreement or any of its provisions.

Signed, Sealed and Delivered in the presence of;

City of Temiskaming Shores

Date


Carman Kidd, Mayor

Date

David B. Treen, Clerk

Township of Harley

Jan 13, 2015
Date



Pauline Archambault, Reeve

Jan 13, 2015
Date



Michel Lachapelle, Clerk

This Agreement

Between:

**The Corporation of the City of Temiskaming Shores
(Herein referred to as "The City")**

And:

**The Corporation of the Township of Harley
(Herein referred to as "Municipality")**

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 Section SST, Part South ½ Lot 7, Concession 1, Dymond Part 1 Plan 54R-4278, as registered in the Registry Office for the District of Timiskaming, with a municipal address of 547 Barr Drive, hereinafter referred to as the "Facility" for a term **commencing on the 17th day of September, 2014 and ending on the 31st day of December, 2015.**

Section One – Municipality's covenants:

The Municipality covenants with the City as follows;

- (a) **Processing fees** – to pay the City \$250 per tonne plus H.S.T. for the processing of recyclable materials collected from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.
- (b) **Renewal** – to notify the City of its intention to renew this agreement by November 30th of each year, as outlined in Section Three (c) of this agreement. The City reserves the right to review and amend the processing fee on an annual basis.
- (c) **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - (i) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - (ii) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - (iii) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.

- (d) **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.
- (e) **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix A, attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the municipality or the person seeking to dispose of it.
- (f) **Use of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City's Covenants:

The City covenants with the Municipality as follows:

- **Access for Processing** – to provide access to Municipality to the Spoke Transfer Station at 547 Barr Drive for the deposit of recyclable materials collected from the Municipality in designated locations. The City will charge and collect a fee of \$250 per tonne plus H.S.T. for all material deposited commencing on the 17th day of September, 2014.

Section Three - Provisos

- (a) **Non-waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City's rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
- (b) **Default provisions** – Whenever;
 - (i) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - (ii) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
- (c) **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

and in the case of the Municipality addressed to the Municipality at:

Township of Harley
903303 Hanbury Road, R.R. #2
New Liskeard, ON, P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- (d) **Amendment** – This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- (e) **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- (f) **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this agreement or any of its provisions.

Signed, Sealed and Delivered in the presence of;

City of Temiskaming Shores

Date

Carman Kidd, Mayor

Date

David B. Treen, Clerk

Township of Harley

Jan 13 / 2015
Date



Pauline Archambault, Reeve

Jan 13 / 2015
Date



Michel Lachapelle, Clerk

Appendix A

Acceptable Recyclable Materials

Recyclable containers includes the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers includes the following:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags, such as flour, sugar, potato and pet food bags;
- e) newspapers and inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-039

Being a by-law to enter into an Agreement with Phippen Waste Management Limited for the Collection, Removal and Disposal of Refuse and Recyclable Materials; for the operation and maintenance of the Haileybury Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations

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

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

And whereas Council adopted Resolution No. 2014-058 at the February 4, 2014 Regular meeting of Council directing staff to negotiate final pricing with Phippen Waste Management for the operations and maintenance of the Spoke Transfer Site; operation and maintenance of the Municipal Landfill Site;

And whereas Council considered Administrative Report No. PW-007-2015 at the February 3, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Phippen Waste Management Limited for the collection, removal and disposal of refuse and recyclable materials; for the operation and maintenance of the Haileybury Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations for consideration at the February 3, 2015 Regular Meeting of Council;

And whereas Council deems it necessary to enter into an agreement with Phippen Waste Management Limited;

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

1. That the Mayor and Clerk be authorized to execute an agreement with Phippen Waste Management Limited for the collection, removal and disposal of refuse and recyclable materials, a copy of which is attached hereto as **Schedule "A"** forming part of this by-law; for the operation and maintenance of the Haileybury Municipal Landfill Site, a copy of which is attached hereto as **Schedule "B"** forming part of this by-law; and for operation and maintenance of the Municipal Spoke Transfer Station, a copy of which is attached hereto as **Schedule "C"** forming part of this by-law.
2. That the Term of this agreement shall commence on January 31, 2015 and terminate on January 1, 2020.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedules as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 3rd day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-039

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Collection, Removal and Disposal of Refuse
and Recyclable Materials

This Agreement made in triplicate this 3rd day of February, 2015.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Limited
(hereinafter called the "Contractor")
Party of the Second Part

whereas the Corporation desires to enter into an agreement with the Contractor for the collection, removal and disposal of refuse and for the collection, removal and disposal of recyclable material;

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1.0 Definitions

- 1.1 **Adequate Equipment** shall mean to include two (2) automated side loader trucks with a lift or arm capable of grabbing and lifting Approved Containers into the hopper then returning the containers to the curb, and capable of compacting and transporting waste material.
- 1.2 **Appointee** means the Director of Public Works or the person acting as such, or any other person authorized by the Director of Public Works;
- 1.3 **Approved Container** means the City issued 65 – gallon garbage container and the 95-gallon recycling container, each designed for automated collection services;
- 1.4 **Bi-weekly collection** means the collection of Refuse and Recyclable Materials on alternating weeks;
- 1.5 **City** means the City of Temiskaming Shores;
- 1.6 **Collection Location** means the location at which the Contractor has agreed to collect Refuse and Recyclable Materials from a curb side adjacent to a public roadway, or at a mutually agreed upon location on the residents property, onto the collection vehicle;

- 1.7 **Collection Services** means all services performed by the Contractor in connection with single-family, multi-residential and ICI collection of Refuse and Recyclable Materials;
- 1.8 **Containerized Collection** means the system of collection of garbage, and recyclable material placed in Approved Containers by means of a front-end collection vehicle;
- 1.9 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.10 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items, be discontinued in its present form;
- 1.11 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contact;
- 1.12 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.13 **Disposal Site** means the Haileybury Landfill Site off of Dump Road;
- 1.14 **ICI** is the abbreviation for Industrial, Commercial and Institutional;
- 1.15 **Multi-Residential Building** means a building containing between two (2) and eight (8) self-contained residential living units;
- 1.16 **Refuse** means any material as defined in By-law No. 2015-021, and amendments thereto;
- 1.17 **Recyclable Material** means any material defined in By-law No. 2015-021, and amendments thereto;
- 1.18 **Semi-automated Collection** means manually assisted automated collection of waste from Collection Locations in Approved Containers
- 1.19 **Spoke Transfer Station** means the Spoke Transfer Station located at 547 Barr Drive;
- 1.20 **Transfer Station Waste** means any Municipal Waste which the City collects directly or indirectly from residences and businesses and any waste material collected by the City or otherwise delivered to the Transfer Station, but does not include Unacceptable Waste;

1.21 **Transport, Transporting or Transportation** means the handling, hauling and unloading of Waste, using the Trailers, Trucks and other equipment for the transport of the Transfer Station Waste under this Agreement

1.22 **Unacceptable Waste** means any material defined in By-law No. 2015-021.

2.0 Term

2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **31st day of January, 2015** and shall conclude on the **1st day of January, 2020**.

2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional five (5) years, thus the Corporation and the Contractor shall commence negotiations for an extended agreement at least six (6) months prior to the termination of this agreement. In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3.0 Right to Terminate Agreement

The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

4.0 Remuneration

4.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under this agreement.

4.2 The Corporation shall pay to the Contractor *one-dollar and ninety-four cents (\$1.94)* plus HST per cart, for a minimum collection of 4,200 carts per week.

4.3 The Corporation shall pay the Contractor for the bi-weekly collection of dumpsters located at eligible Multi-Residential Buildings at the following rates:

Refuse		Recyclable	
Size of Dumpster	Rate per Month	Size of Dumpster	Rate per Month
Two (2) Yard	\$34.25, plus HST	Two (2) Yard	\$42.90, plus HST
Four (4) Yard	\$55.35, plus HST	Four (4) Yard	\$59.70, plus HST
Six (6) Yard	\$72.00, plus HST	Six (6) Yard	\$74.25, plus HST

- 4.4 The Corporation shall pay the Contractor a monthly amount of *one-thousand, one-hundred and forty-four dollars* (\$1,144.00) plus HST for the Semi-Automated Collection of Refuse and Recyclable Materials for areas mutually agreed to be inaccessible for Automated Collection by the Corporation or its Appointee and by the Contractor.
- 4.5 The Corporation shall also pay the Contractor a monthly amount of *ten dollars* (\$10.00) plus HST per residential unit receiving the assisted waste collection service, as approved by the Corporation or its Appointee.
- 4.6 For each subsequent year of this Agreement the Corporation shall be billed to account for increases in the Cost of Living. The increase will be equal to the increase for the CPI (Consumer Price Index) for Ontario (all items), as published for the most recent 12 calendar months.
- 4.7 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.
- 4.8 Before making any payments for work to be performed hereunder the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

5.0 Applicable by-laws

For the purposes of this agreement the applicable Garbage By-laws of the former municipalities and applicable amending By-laws, as listed below, have been repealed and replaced the Solid Waste Management By-law No. 2015-021.

Former Municipality	By-law Number	Applicable Amendments
Town of New Liskeard	By-law 2807	By-laws: 2008-166
Township of Dymond	By-law 799	By-laws: 2008-167; 1160
Town of Haileybury	By-law 94-15	By-laws: N/A

6.0 Collection Schedule – Residential Areas

- 6.1 The Contractor undertakes and agrees to carry-out the collection and disposal of garbage, other Refuse and Recyclable Materials within the City as set out in **Appendix 01 – Collection Schedule Map**;
- 6.2 That residential garbage collection shall be limited to one (1) 65 gallon bin (equivalent of four (4) regular sized garbage bags) per residential unit;
- 6.3 That residential recycling collection shall be limited to one (1) 95 gallon bin (equivalent of six (6) regular sized garbage bags) per residential unit;
- 6.4 That garbage and recycling shall be collected on a Biweekly Collection schedule (every two weeks) on alternating weeks;
- 6.5 That the maximum bag maximum weight shall not exceed 23 kg. (50 lbs).

7.0 Collection map – Areas Defined

The **Collection Schedule Map (Appendix 01)** depicts the general areas of the collection program including the day of collection. The following table is designed to provide further clarification of the boundaries of the various areas:

Area 1 – Monday		Area 2 – Tuesday	
Boundary	Description	Boundary	Description
North	South side of Hwy 65E	North	South side of Radley Hill Rd.
South	Lake Temiskaming	South	North side of Albert St.
West	Wabi River	West	East side of Firstbrook Line Rd.
East	West side of Peter’s Rd.	East	Lake Temiskaming
Area 3 – Wednesday		Area 4 - Thursday	
Boundary	Description	Boundary	Description
North	South side of Whitewood Ave.	North	South side of Albert St.
South	North side of Radley Hill Rd.	South	South limit Temiskaming Shores
West	East side of Shepherdson Rd.	West	Quarry Rd.
East	Lake Temiskaming	East	Lake Temiskaming
Area 5 – Friday		Area 6 – Friday	
Boundary	Description	Boundary	Description
North	South side of Uno Park Rd.	North	Bedard Rd.
South	Dymond Twp.	South	North side of Whitewood Ave.
West	Dymond Twp.	West	East side of Whitewood Ave.
East	Dymond Twp.	East	Wabi River

Note: these boundaries are general in nature and not be construed as specific.

8.0 Collection Schedule – Industrial, Commercial, Institutional Sectors

- 8.1 The Contractor undertakes and agrees to carry out the collection and disposal of Refuse and Recyclable Materials from the ICI sectors as set out in **Appendix 01 – Collection Schedule Map**;
- 8.2 That ICI collection shall be limited to one (1) 65 gallon bin (equivalent of four (4) regular sized garbage bags), and up to three (3) 95 gallon bins (equivalent of eighteen (18) regular sized garbage bags), per ICI unit;
- 8.3 That garbage and recycling collection for ICI shall be bi-weekly on alternating weeks, unless otherwise stated;
- 8.4 That the maximum bag maximum weight shall not exceed 23 kg. (50 lbs).

9.0 Industrial, Commercial & Institutional Collection – Areas Defined

The Contractor shall be responsible for the collection of Refuse and Recyclable Materials from the ICI Sectors within all areas. In particular, collection from the established downtown cores shall be in accordance to the following on alternating weeks:

Downtown Core	Collection Day
Haileybury	Garbage - Area 2 (Tuesday) - Part of residential collection Recycling - Area 2 (Tuesday) - Part of residential collection
New Liskeard	Garbage – Fridays – prior to morning rush Recycling – Fridays – prior to morning rush

10.0 Compliance with Collection Schedule

The Contractor shall make collections on every scheduled day regardless of weather conditions, equipment breakdowns or quantity of materials, and shall plan operations so that such normal contingencies are overcome. If conditions are so abnormal that regular collection is not possible, the Contractor shall inform the Corporation and request approval to suspend collection operations until the next working day. If in the opinion of the Corporation, there is not sufficient justification in the request and the Contractor is unable to carry out the scheduled work, the Corporation may have the work done by others and the cost of such work shall be borne by the Contractor. The onus is on the Contractor to have back-up equipment when breakdowns occur that will adversely affect the regular collection, removal and disposal of refuse.

11.0 Equipment / Staffing

11.1 The Contractor shall use units that have fully enclosed steel bodies mounted on adequate truck chassis capable of loading, compacting and unloading waste mechanically with an automated side lift-arm.

The Contractor shall be required to maintain and operate the necessary number of waste collection units, with operator(s), sufficient to collect, haul and dispose at the appropriate disposal site all collectable Refuse and Recyclable Materials in accordance with the by-law(s) governing the collection.

The Contractor shall be responsible for maintenance, repairs and all other operating costs of the equipment supplied including fuel, licensing, insurance, washing, storage, etc. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

11.2 The Contractor shall be responsible for the hiring, and the compensation/ benefits paid to all employees with the appropriate qualifications and supply training, as mandated or required.

12.0 Health and Safety

12.1 The Contractor shall provide all employees with neat and distinctive work overalls and applicable safety equipment while engaged in garbage and recycling collection services. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

12.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

12.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

13.0 Special Programs

The Corporation from time-to-time may introduce special programs such as the *Spring Clean-Up* program. The Contractor shall have no obligations with respect to special programs unless through mutual agreement with the Corporation.

14.0 Public Courtesy

The Contractor shall ensure that all employees engaged in Collection Services are courteous with the general public and shall direct all inquires to the Contractor's Office.

15.0 Contractor's Office

The Contractor shall maintain an office within easy access at all times during the currency of the Contract, and such office shall be so staffed that during normal working hours, complaints respecting the garbage and/or recycling Collection Services may be received and processed by the said Contractor.

16.0 Ratepayer Concern Report

16.1 The Contractor shall maintain a written record of all ratepayer concerns received. The report, at a minimum shall record the civic address, a phone number, a contact name and the nature of the concern and action(s) taken to resolve the concern.

16.2 The Contractor shall supply the Corporation with a copy of all ratepayer concern reports on a monthly basis.

17.0 Standard of Performance

All work to be performed under this Agreement shall be to the satisfaction of Corporation or its Appointee and be carried out in accordance with the applicable By-law(s).

18.0 Collection Schedule

18.1 The Contractor shall not commence any collections in any residential area before 6:30 a.m. except as otherwise authorized by the Corporation.

18.2 To minimize disruption of traffic in the downtown area and other commercialised areas, the Contractor will so schedule collection so as to have substantially completed pick-up in these areas prior to the morning rush hour, except as otherwise authorized by the Corporation.

19.0 Changes to Collection Schedule

19.1 All changes in the collection schedule shall be subject to the approval of the Corporation or its Appointee;

19.2 The Contractor at his own expense shall advertise all such changes in such a manner as the Corporation may require. This may include newspaper notices and/or radio advertisement and/or flyers.

20.0 Collection

20.1 The Contractor will be required to collect Refuse and Recyclable Materials from the curb side adjacent to the householders' premises as has been established practice within the City of Temiskaming Shores. The Corporation or its Appointee reserves the right to modify the collection location according to operational changes. All Approved Containers shall be returned to the same Collection Location from which

the Contractor took them, except for when the Contractor is placing Approved Containers in a preferable location for future collections.

- 20.2 The Contractor shall provide service to new and eligible housing units or ICI units upon authorization of the Corporation. Such notification will be provided to the Contractor when a building(s) is occupied and is satisfactory to facilitate service by collection vehicles. The Contractor shall be paid for collection services provided to new and eligible buildings, and shall be provided with the updated quantity of Approved Containers at the end of each month throughout the Term of the Contract.
- 20.3 The Contractor shall be responsible for making arrangements with the owners of all eligible Multi-Residential Buildings receiving Containerized Collection for the set up of Collection Locations and collection dates.
- 20.4 The Contractor will be required to collect Refuse and Recyclable materials from households that have been approved by the Corporation as requiring the assisted waste collection service, providing the resident(s) complies with responsibilities related to the Collection Service.
- 20.5 The Contractor shall attach "notices tags" provided by the Corporation, on Approved Containers when found in compliance with the Corporation's Solid Waste Management By-law No. 2015-021, and any amendments thereafter. The Contractor shall provide the Corporation with the address and the corresponding notice type on a per-occurrence basis.
- 20.6 The Contractor shall be responsible for the repair or replacement of the Approved Containers that may be damaged by the Contractor from the Collection Location. If, in the opinion of the Contractor, certain containers are potentially dangerous to the health and welfare of employees, the Contractor shall so notify the Corporation or its Appointee.
- 20.7 The Contractor shall not be responsible for missed collection(s) of Approved Containers if they were placed at the Collection Location outside of the times described in the Corporation's Solid Waste Management By-law, or for waste that was packed or frozen in the container(s).

21.0 Holiday Collections

- 21.1 No collections shall be made on Saturday, Sunday, Good Friday, or Christmas Day. Observance of other statutory holidays will be at the discretion of the Contractor. When a statutory holiday is observed by the Contractor, collection shall be made on the nearest regular working day to that holiday either preceding it or following it;

21.2 The Contractor, at its own expense, shall advertise all such holiday collection changes in such a manner as the Corporation may require as described in article 19.2.

22.0 Traffic

The Contractor shall be subject to the provisions of the Traffic By-Law of the City of Temiskaming Shores, as amended. The Contractor shall perform duties in accordance with the Highway Traffic Act, as amended as well as be in adherence with the Ontario Traffic Manual – Book 7 – Temporary Conditions.

23.0 Disposal Site

23.1 All Refuse collected must be deposited at the Disposal Site, and all Recyclable Materials must be deposited at the Spoke Transfer Station. The Contractor shall deposit Refuse and/or Recyclable Materials at other temporary areas designated from time-to-time as the Corporation may direct.

23.2 The Contractor shall observe the operating hours of the disposal sites as established by the Corporation from time-to-time. The Contractor, at its expense, may make arrangements with the disposal site operator to deliver refuse or recyclable materials outside established operating hours.

24.0 Supplementary Services by Contractor to the Public

24.1 It is understood that the Contractor, as part of its corporate profile, may be providing other services to the general public. Any such supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer.

24.2 The Corporation in no way guarantees the payment of any accounts for supplementary services. The Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor's duties in this Agreement.

25.0 Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of The City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **Two Million Dollars (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement.

The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage's and expiry date for the policy, duly executed by the insuring company stating that if the said policy or policies are cancelled or changed in

any manner ten (10) days' written notice of such change or cancellation will be given to the Municipal Clerk of The Corporation of The City of Temiskaming Shores.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

26.0 Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

27.0 Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Article 4.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

28.0 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services

contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

29.0 Assignment and Sub-Contractors

The Contractor shall not **assign or sub-let the contract** or any part thereof or any benefit or interest therein or there under, without the written consent of the Corporation.

The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

30.0 Monies Due the Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the *Workplace Safety and Insurance Board*, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any progress payment if circumstances advise which may indicate to it the advisability of so doing and to such sum to be so retained, may be unascertained.

31.0 Liens

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Mechanic's Lien Act* or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

32.0 Forfeiture of Contract

If the Contractor compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty-four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the operation, or any part or parts thereof specified in the said notice, and out of the hands of the contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either relent the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

33.0 Other Rights

The Contractor, its agents and all workmen and persons employed under its control shall use due care that **no person is injured** and that no property is damaged in the prosecution of the work and the Contractor shall be solely responsible for all damages to persons or property including theft, whether the property is owned by the Corporation or any of its employees.

34.0 Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

35.0 Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where

the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

36.0 Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen's enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

37.0 Execution of Agreement

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Phippen Waste Management Limited

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "B" to

By-law No. 2015-039

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Operation and Maintenance of the Haileybury
Municipal Landfill Site

this Agreement made in triplicate this 3rd day of February, 2015.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called the "Corporation")

Party of the First Part

And:

Phippen Waste Management Ltd.

(hereinafter call the "Contractor")

Party of the Second Part

Whereas the Corporation desires to enter into an agreement with Phippen Waste Management Limited for the operation and maintenance of the Haileybury Sanitary Landfill Site.

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1.0 Definitions

- 1.1 **Aggregate** shall mean crushed rock or gravel screened to size for use in road surfaces, concrete, or bituminous mixes;
- 1.2 **Angle of Repose** shall mean the maximum acute angle that the inclined surface of a pile of loosely divided material can make with the horizontal;
- 1.3 **Asbestos Waste** shall mean solid or liquid waste that results from the removal of asbestos-containing construction or insulation materials or the manufacture of asbestos-containing products that contains asbestos in more than a trivial amount or proportion;
- 1.4 **Backfill** shall mean the material used to refill a ditch or other excavation, or the process of doing so;
- 1.5 **Bearing Capacity** shall mean the maximum load that a material can support before failing;
- 1.6 **Bucket** shall mean an open container affixed to the movable arms of a wheeled or tracked vehicle to spread solid waste and cover material, and to excavate soil (bucket loader);
- 1.7 **Bulldozer** shall mean a tracked vehicle equipped with a blade;

- 1.8 **Cell** shall mean compacted solid wastes that are enclosed by natural soil or cover material in a sanitary landfill;
- 1.9 **Cell Height** shall mean the vertical distance between the top and bottom of the compacted solid waste enclosed by natural soil or cover material in a sanitary landfill;
- 1.10 **Cell Thickness** shall mean the perpendicular distance between the cover materials placed over the last working face of two successive cells in a sanitary landfill;
- 1.11 **Clay** shall mean a fine grained soil having liquid limits and plasticity indexes that plot above the A-line on the Unified Soil Classification System plasticity chart;
- 1.12 **Compactor** shall mean a vehicle with a blade and with steel wheels that have load concentrators to provide compaction and a crushing effect;
- 1.13 **Compost** shall mean relatively stable decomposed organic material used to fertilize and condition soil;
- 1.14 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items, be discontinued in its present form;
- 1.15 **Contaminated Waste** shall mean any material from the clean-up of a spill of a commercial chemical product or petroleum product that meets specifications, is permitted within the Disposal Site;
- 1.16 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.17 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contact;
- 1.18 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.19 **Disposal Site** means the Haileybury Landfill Site off of Dump Road;
- 1.20 **Cover Material** shall mean soil that is used to cover compacted soil waste in a sanitary landfill;
- 1.21 **Cutoff Trench** shall mean a trench that is filled with material that is impermeable or very permeable to the flow of gas or water. The barrier is used to prevent the movement of gas or water or to intercept them and to direct them to another location;

1.22 **Demolition Waste** see definition for Waste, Construction and Demolition;

1.23 **Density (Sanitary Landfill)** shall be as outlined in the following table;

Actual Refuse Density: weight of solid waste/volume of solid waste.

Apparent Refuse Density: weight of solid waste/volume of solid waste and soil.

Fill Density or Combined: weight of solid waste and soil/volume of solid waste and soil.

1.24 **Drainage** shall mean provisions for directing the runoff that occurs from precipitation or overload flow in such a way as to prevent contact with refuse or interference with landfill operations;

1.25 **Dumping** shall mean an indiscriminate method of disposing of solid waste. To indicate unloading or emptying of a container, use discharging;

1.26 **Effluent** shall mean the substances that flow out of a designated source;

1.27 **Face** see definition for Working Face;

1.28 **Fill** see Sanitary Landfill;

1.29 **Food Waste** shall mean animal and vegetable waste resulting from the handling, storage, sale, preparation, cooking, and serving of foods; commonly called garbage;

1.30 **Gradient** shall mean the degree of slope or a rate of change;

1.31 **Gravel** shall mean rock fragments from 2 mm to 64 mm (0.08” to 2.5”) in diameter; gravel mixed with sand, cobbles, boulders, and containing no more than 15% of fines;

1.32 **Ground Water** shall mean water that occupies the voids within a geologic stratum;

1.33 **Ground Water Runoff** shall mean that part of the ground water which is discharged into a stream channel as spring or seepage water;

1.34 **Hydrology** shall mean the science dealing with the properties, distribution, and flow of water on or in the earth;

1.35 **Infiltration** shall mean the process whereby some precipitation flows through the surface of the ground;

1.36 **Lift** shall mean in a sanitary landfill, a compacted layer of solid wastes and the top layer of cover material. A lift is usually composed of several cells;

- 1.37 **Litter** shall mean wantonly discarded material;
- 1.38 **Loam** shall mean a soft easily worked soil containing sand, silt and clay;
- 1.39 **Municipal Waste** shall include:
- a. any waste, whether or not it is owned, controlled or managed by a municipality, except hazardous waste, liquid industrial waste, gaseous waste and;
 - b. solid fuel whether or not it is waste that is derived in whole or in part from the waste included in clause a.;
- 1.40 **Open Burning** shall mean uncontrolled burning of wastes in the open or in an open dump Note: Opening burning is not permitted;
- 1.41 **Recovery** shall mean the process of obtaining materials or energy resources from solid waste. Synonyms: Extraction, Reclamation, Salvaging;
- 1.42 **Runoff** shall mean that portion of precipitation or irrigation water that drains from an area as surface flow;
- 1.43 **Salvaging** shall mean the controlled removal of waste material for utilization;
- 1.44 **Sand** shall mean a course-grained soil, the greater portion of which passes through a No. 4 sieve, according to the Unified Soil Classification System;
- 1.45 **Sanitary Landfill** shall mean a site where solid waste is disposed of using sanitary landfilling techniques;
- 1.46 **Sanitary Landfilling** shall mean an engineered method of disposing of solid waste on land in a manner that protects the environment, by spreading the waste in thin layers, compacting it to the smallest practical volume, and covering it with compacted soil by the end of each working day or at more frequent intervals as may be necessary;
- 1.47 **Sanitary Landfilling Methods** shall include the following:
- a. **Area**: A method in which the wastes are spread and compacted on the surface of the ground and cover material is spread and compacted over them.
 - b. **Trench**: A method in which the waste is spread and compacted in a trench. The excavated soil is spread and compacted over the waste to form the basic cell structure.
- 1.48 **Scavenging** shall mean the uncontrolled removal of materials at any point in the solid waste stream;

- 1.49 **Seepage** shall mean the movement of water or gas through soil without forming definite channels;
- 1.50 **Separation** shall mean the systematic division of solid waste into designated categories;
- 1.51 **Settlement** shall mean a gradual subsidence of material;
- 1.52 **Settlement Differential** shall mean the non-uniform subsidence of material from a fixed horizontal reference plane;
- 1.53 **Slope** shall mean the deviation of a surface from the horizontal expressed as a percentage, by a ratio, or in degrees;
- 1.54 **Solid Waste** shall mean useless, unwanted, or discarded material with insufficient liquid content to be free-flowing;
- 1.55 **Solid Waste, Agricultural** shall mean the solid waste that results from the rearing and slaughtering of animals and the processing of animal products and orchard and field crops;
- 1.56 **Solid Waste, Commercial** shall mean the solid waste generated by stores, offices, and other activities that do not actually turn out a product;
- 1.57 **Solid Waste, Industrial** shall mean the solid waste that results from industrial processes and manufacturing;
- 1.58 **Solid Waste, Institutional** shall mean the solid wastes originating from educational, health care, and research facilities;
- 1.59 **Solid Waste, Municipal** shall mean residential and commercial solid waste generated within a community;
- 1.60 **Solid Waste, Pesticide** shall mean the residue resulting from the manufacturing, handling, or use of chemicals for killing plant and animal pests;
- 1.61 **Solid Waste, Residential** shall mean all solid waste that normally originates in a residential environment; sometimes called municipal solid waste;
- 1.62 **Solid Waste Management** shall mean the purposeful systematic control of the generation, storage, collection, transport, separation, processing, recycling, recovery, and disposal of solid waste;
- 1.63 **Subsoil** shall mean that part of the soil beneath the topsoil usually without an appreciable organic matter content;
- 1.64 **Toe** shall mean the bottom of the working face at a sanitary landfill;

- 1.65 **Topsoil** shall mean the topmost layer of soil; usually refers to soil that contains humus and is capable of supporting good plant growth;
- 1.66 **Topographic Map** shall mean a map indicating surface elevations and slopes;
- 1.67 **Waste, Bulky** shall mean items whose large size precludes or complicates their handling by normal collection, processing, or disposal methods;
- 1.68 **Waste, Construction and Demolition** shall mean building materials and rubble resulting from construction, remodeling, repair, and demolition operations;
- 1.69 **Waste, Hazardous** shall mean those wastes that require special handling to avoid illness or injury to persons or damage to property;
- 1.70 **Waste, Special** shall mean those wastes that require extraordinary management;
- 1.71 **Waste, Wood Pulp** shall mean wood or paper fiber residue resulting from a manufacturing process;
- 1.72 **Waste, Yard** shall mean plant clippings, prunings, and other discarded material from yards and gardens. Also known as yard rubbish;
- 1.73 **Water Table** shall mean the upper limit of the part of the soil or underlying rock material that is wholly saturated with water;
- 1.74 **Water Table, Perched** shall mean a water table, usually of limited area, maintained above the normal free-water elevation by the presence of an intervening, relatively impervious stratum;
- 1.75 **Working Face** shall mean that portion of a sanitary landfill where waste is discharged by collection trucks and is compacted prior to placement of cover material;

2.0 Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **31st day of January, 2015** and shall conclude on the **1st day of January, 2020**.
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional five (5) years, thus the Corporation and the Contractor shall commence negotiations for an extended agreement at least six (6) months prior to the termination of this agreement. In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3.0 Renegotiation

The parties agree that renegotiation of this Agreement will occur in the event a new Sanitary Landfill site is opened during the term of this Agreement.

4.0 Right to Terminate Agreement

The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

5.0 Termination of this Agreement

5.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.

5.2 Notwithstanding 4.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

6.0 Remuneration

6.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under the Contract, including one 28 ton compactor and one Sea-Can for oil filters, paints, etc.

6.2 The Corporation shall pay to the Contractor a monthly amount of *nineteen thousand, three-hundred and sixty-four dollars and eighty-three cents (\$19,364.83)* plus HST for the operation and maintenance of the Disposal Site.

6.3 For each subsequent year of this Agreement the Corporation shall be billed to account for increases in the Cost of Living. The increase will be equal to the increase for the CPI (Consumer Price Index) for Ontario (all items), as published for the most recent 12 calendar months.

6.4 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.

6.5 Before making any payments for work to be performed hereunder the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation

may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

7.0 General Duties and Intent

The Contractor agrees to operate the Disposal Site in accordance with **Appendix 02 - Certificate of Approval (C of A) No. A570402**, attached to and forming part of this agreement. Particular attention is drawn to the following sections of the C of A:

Section(s)	Title
2	Site Operation
3	Employee Training
4	Complaints Response Procedure
5	Emergency Response
6	Record Keeping and Reporting
10	Waste Diversion
11	Leaf and Yard Waste Composting

In addition, other general duties to be completed by the Contractor under this agreement are as follows:

1. grading of landfill trenches,
2. direction of, construction of, compaction of and covering of waste cells,
3. supply of all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the work set out or referred to herein;

It is the intent of the Parties that during the currency of this Contract, the Contractor shall furnish all labour, material, equipment, articles and things necessary for proper and satisfactory disposal of all solid wastes "garbage" including municipal, commercial and industrial waste. It is understood and acknowledged by the Contractor that the City prohibits the disposal, or co-disposal of solid wastes, of hazardous waste materials, or recyclable materials at the disposal site.

8.0 Regulations

The Contractor shall make known to himself, its agents and employees, and shall abide by all federal, provincial and municipal laws and regulations now or hereafter enacted in the performance of all portions of the work set out in this agreement; including, but not limited to the Certificate of Approval No. A 570402, the Environmental Protection Act (EPA), Ontario Regulation 347/90 "General - Waste Management" under the EPA, Ontario Regulation 232/98 "Landfilling Sites" under the EPA.

9.0 Groundwater Monitoring

The Landfill Operator is not responsible for any aspect of any groundwater-monitoring program with the exception of ensuring that all monitoring apparatus (i.e. wells, staff gauges, etc.) are protected and not damaged from the daily operations of the site.

10.0 Equipment / Staffing

10.1 The Contractor undertakes and agrees to maintain and utilize adequate equipment for the execution of the obligations hereunder. For the purpose of this agreement, "adequate equipment" shall include at a minimum, without limiting the generality of the foregoing, one 22 ton loader, one 17 ton excavator and one plough truck.

Require the utilization of a 28 ton steel-wheeled compactor, or equivalent.

The Contractor undertakes to keep such equipment in a good state of repair. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

10.2 The Contractor shall be responsible for the hiring, and the compensation / benefits paid to all employees with the appropriate qualifications, and supply training as mandated or required.

11.0 Health and Safety

11.1 The Contractor shall provide all employees with neat and distinctive work coveralls and applicable safety equipment when at the Disposal Site and when carrying out contract activities. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

11.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

11.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

12.0 Contractor's Office

The Contractor shall maintain an office (modified Sea-Can) within easy access of the Disposal Site at all times during the currency of the Contract and such office shall be staffed such that during normal working hours. Ratepayer concerns respecting the sanitary landfill site may be received and processed by the said Contractor. All ratepayer concerns are to be recorded in duplicate on forms to be approved by the Corporation. One copy of the ratepayer concern form, duly filled out with a notation of the action taken on all concerns shall be forwarded daily to the Corporation for its records.

13.0 Standard of Performance

All work to be performed under this Contract will be supervised by and must be to the satisfaction of the Corporation or its Appointee, and be carried out in accordance with the Acts and Regulations of the Province of Ontario, and or written instructions from the Corporation.

14.0 Acceptance of Waste

14.1 All solid waste except tires, wood and wood pulp waste, construction and demolition waste (consistent with municipal policy), and metal waste will be disposed of by the trench method of sanitary landfilling, such trench method to follow the guidelines herein after set out.

14.2 The Contractor shall have trenches excavated in accordance with provisions outlined by the Director of Public Works. Whenever possible trenches shall be shaped in accordance with **Appendix 03 – Trench Detail (Sheet 5)**.

14.3 Compaction equipment will be utilized for the compaction of accepted Refuse.

14.4 Excavated material is to be stockpiled for later use as cover material.

14.5 It is anticipated that the contractor shall be required to excavate one trench per year each fall, additional trench excavations required within the one (1) year period shall be performed by the City.

14.6 Cells are to be filled in accordance to **Appendix 03 –Trench Detail (Sheet 5)**. The waste shall be compacted by traveling over it with the wheel loader with a minimum of four (4) passes. When refuse in a cell reaches the original ground elevation the top and faces will be covered with 150 mm (6 inches) of cover material prior to placement of refuse beyond original ground elevation.

14.7 The Director of Public Works shall designate the working areas and stages of construction.

15.0 Pathological Waste and Dead Animals

The Contractor shall not permit the disposal of pathological waste or dead animals.

16.0 Unacceptable Waste

The Contractor shall not accept recyclable materials, chemical wastes, any liquid waste, car bodies, recreational hulks such as ATV's, snowmobiles, motorcycles, and garden tractors or farm machinery.

17.0 Open Burning Procedures

Open burning is not permitted at the Disposal Site.

18.0 Winter Operations

18.1 The Contractor shall complete the following special procedures that are necessary in order to maintain an efficient winter operation. Prior to each winter, the contractor shall make sure that:

1. all the trenches which are needed for the winter are excavated;
2. the excavated material is placed around the trenches, and;
3. that some of this material is stockpiled in the trench bottom and covered with straw prior to freeze up.

18.2 The contractor shall clear snow from all roads within the site. Sand shall be stored at the garage to be applied to the roads as needed. Sand is to be applied on all interior roads by the contractor on a regular basis. The access road to the trench shall be maintained and cleared of snow by the Contractor. Where possible, a slight uphill gradient at the approach to the trenches will be maintained by the Contractor.

18.3 Stop logs and signs shall be placed by the Contractor around the trench access points to maintain a safe winter operation. When the ground thaws, the contractor shall conduct a spring clean-up.

19.0 Tipping Fees

19.1 The Contractor's attendant at the site(s) shall prepare and maintain, in safe keeping, all records the City of Temiskaming Shores requires for invoicing or general statistics.

19.2 The Contractor's attendant shall validate volumes by cubic yard and identify the type of waste being disposed of at the site(s) and impose the applicable tipping fee. Applicable tipping fees are adopted through either a By-law or Resolution of Council. The Corporation shall provide the Contractor with the most current tipping fee schedules.

19.3 Individuals shall have the ability to make cash payments to the Contractor's attendant. The Contractor shall complete a tipping fee ticket for all Refuse to which a fee is applicable. The Contractor shall also maintain accurate records of all refuse delivered whether a fee is applicable or not.

19.4 The Contractor shall be entitled to *seven dollars per cubic yard* (\$ 7.00/cubic yard) of the tipping fees collected for contaminated waste as compensation for additional time and labour for handling of the material.

19.5 The Contractor shall be entitled to fifty-percent (50%) of the tipping fees (net reserve fund contribution) collected for large deposits of construction and demolition materials accepted at the Disposal Site over 40 cubic yards.

20.0 Tipping Fee Audit

The City at its sole discretion may have an independent audit conducting with respect to tipping fees collected through the municipality’s auditor.

21.0 Tipping Fee Exemptions

The intent of the shared tipping fee with the Contractor is to allow the Contractor to recover expenses incurred for landfill operations, which cannot be foreseen. However there are applicable tipping fees to which cost sharing is exempt and are as follows:

Exempted from Cost Sharing	Rationale
Residential Refuse Collection Program	The City collects residential refuse via private contractor, the cost of which is recovered under the tax levy.
Tires	The Landfill Operator applies the applicable tipping fee. Tires are directed to a stockpile and periodically removed from site by the City. Applicable fee is retained by City to offset removal costs.
Amnesty Program	As detailed herein, the City provides an Amnesty Program for residents of Temiskaming Shores. All material delivered in association with this program shall be exempt from tipping fees, with some exclusions.
Metals / Bulky Waste (surcharge fee)	The Landfill Operator is to apply a surcharge fee for items containing freon gas (i.e. not tagged by a qualified person outlining freon gas has been removed). The surcharge fee is utilized by City to retain a qualified person to remove freon gas.
City of Temiskaming Shores ¹ Projects	Contractors working for and depositing materials belonging to the Municipality may be exempt from tipping fees.

¹ The Contractor shall have the ability to request compensation for Corporation projects that will have an impact on the operation of the Disposal Site such as the demolition of a commercial building. Compensation in this regard would be similar to a project from a private company.

22.0 Salvage Materials

22.1 Salvageable metal waste includes steel, tin, white metals (appliances), hot water tanks, propane tanks, and all other such metals that can be reused or recycled. The Contractor shall ensure that metals delivered are segregated by the persons delivering the metals into metal drums, metal pipes, and miscellaneous metal waste for salvaging or recycling purposes.

22.2 The City shall have all rights to salvageable materials. The Contractor will be responsible for sorting and keeping it in a neat orderly fashion in an area approved by the Director of Public Works.

22.3 The City shall endeavor to dispose of all salvageable metal waste by October 31st of each year during the term of this contract.

23.0 Inspection of the Disposal Site

The Director of Public Works, the Medical Officer of Health, the Ministry of Environment and Climate Change and authorized representatives of these agencies may enter the disposal site at any time and from time-to-time to perform whatever duties or inspections they deem necessary. The Contractor shall provide access for such entry whenever requested to do so. The Contractor shall notify the Director of Public Works upon arrival of any official of the Medical Officer of Health or the Ministry of Environment.

24.0 Environmental Protection Act

Throughout the duration of this Agreement, the Contractor will be required to comply with the requirements of regulations made under the *Environmental Protection Act*, and in the event that any amendments thereto shall result in substantial changes in the terms of this Agreement, the said Agreement shall be subject to re-negotiation between the parties.

25.0 Temiskaming Shores Waste

The Contractor shall accept waste generated from within the City of Temiskaming Shores. Waste generated or originating from outside the boundaries Temiskaming Shores shall not be accepted.

All requests for disposal of waste generated from outside the City of Temiskaming Shores require approval of Council for the City of Temiskaming Shores.

26.0 Cobalt Waste

The Contractor shall accept waste generated from within the Town of Cobalt. However, waste from the Town of Cobalt must be in compliance with the provisions contained herein.

27.0 Disposal Site and Hours of Operation

During the currency of this agreement, the Contractor shall:

27.1 keep at least one (1) person in attendance at the Disposal Site during normal hours of operation;

27.2 keep access gates locked at all times outside of normal hours of operation;

27.3 maintain signs and buildings on the Disposal Site to the satisfaction of the Director of Public Works and/or the Ministry of Environment;

The normal operating hours shall be as follows:

DAYS	HOURS
Sunday and Monday	CLOSED
Tuesday to Saturday	8:30 a.m. – 4:30 p.m.

**Open for a total of 8 hours per day.

28.0 Holidays

The Disposal Site shall be closed on Statutory Holidays. In the event a Statutory Holiday falls on a Monday, the next day (Tuesday) shall be in lieu of the Statutory Holiday and the site shall be closed. The Contractor shall provide advance notice of closures in a manner acceptable to the Director of Public Works, which may include advertisement in a local newspaper and/or radio announcements.

29.0 Access Roads and Traffic Control

29.1 The main access roads and on-site roads shall be maintained so that vehicles hauling waste to and on the site may travel readily on any day under all normal weather conditions.

29.2 Access to the site shall be limited to such times as an attendant is on duty and the site shall be restricted to use by persons authorized to deposit waste in the fill area.

29.3 The Contractor shall at all times carry on the work in a manner that will create the least possible interference with traffic entering or leaving the work site and shall at his own expense, control and direct traffic within the site by the erection of appropriate signage and safeguards for the prevention of accidents at the site.

30.0 Records

30.1 The Contractor shall maintain all established records in regards to the operation of the Disposal Site.

30.2 The Contractor shall submit all records on a monthly basis, or upon request by the Corporation for the purpose of issuing notices or invoices.

30.3 The Corporation reserves the right to modify records from time-to-time as it sees fit.

31.0 Operating Procedures

31.1 It is understood and acknowledged by the Contractor that the City may develop from time-to-time operating procedures for the safe operation and maintenance of the Disposal Site. The Contractor shall ensure that operating procedures are followed.

31.2 The Contractor shall maintain a record of operating procedures at the Disposal Site.

32.0 Lines and Grades

The Director of Public Works shall set such stakes as he/she may deem necessary to properly define the general location, alignment, elevation and grade of the work. The

Contractor shall be responsible for detail, dimensions and elevations measured from the lines, grades and elevations so established.

33.0 Diversionary Program Implementation

33.1 The Corporation during the term of this agreement will investigate or participate in various Diversionary Programs (DP). The DP's currently under consideration are described in general as follows:

Diversionary Program	Program Description
Municipal Hazardous or Special Waste (MHSW)	Stewardship Ontario launched a MHSW program in 2008 aimed at diverting more than 33,000 tonnes of MHSW from landfills.
Waste Electronic and Electrical Equipment (WEEE)	The MOE through the Ontario Electronic Stewardship Program (OES) launched Phase 1 of the WEEE program. In order to participate, OES has established manuals for the process to receive and ship WEEE materials. The Corporation has entered into an agreement with the OES for the collection of WEEE materials via a bin located at the Landfill Site.
Construction / Demolition Waste Policies	The Corporation intends to be more assertive with Construction & Demolition (C&D) projects. The Corporation will develop municipal policy/guidelines for C&D projects.
Re-Use Facility	A <i>Re-Use Facility</i> within Temiskaming Shores will be considered. Such a facility will permit residents to drop off or pick-up used articles and may or may not be located at the Disposal Site. In the event such a facility is established at the Disposal, the Landfill Operator would have care and control over the facility.

33.2 Both parties to this agreement recognize that these and other provincially driven Diversionary Programs may be proposed via a Stewardship Program. Under a Stewardship Program, original generators of the product (i.e. computer) contribute

to a reserve that covers the full cost to recycle the product at the end of its lifecycle.

33.3 It is understood that the City of Temiskaming Shores will be taking advantage of Diversionary Programs if they are in the best interest of the municipality. It is further understood that depending on the parameters associated with the implementation of a Diversionary Program there could be an impact on this agreement.

33.4 It is mutually agreed by both parties that the implementation of a diversionary program may warrant modifications to this agreement or establishment of an additional agreement indirectly related to the operation and maintenance of the Disposal Site.

33.5 Thus, it is mutually agreed that the parties hereto shall evaluate the impacts of implementing a Diversionary Program with the objective of determining appropriate modifications to this agreement or the establishment of a separate agreement.

34.0 Amnesty Program

34.1 The Corporation has implemented an *Amnesty Program* consisting of two (2) weeks of amnesty (no tipping fees) with some restrictions at the Disposal Site.

34.2 The Amnesty Program has the following restrictions/conditions:

- Applicable to residents of Temiskaming Shores, and is not applicable for Industrial - Commercial or Institutional entities;
- Amnesty shall include no applicable Tipping Fee for brush;
- Tipping Fees remain applicable for Category 4 Items - Contaminated Waste;
- Surcharge fee of \$60 remains applicable for Metals/Bulky Waste containing Freon gas.

35.0 Consultation Meetings – Performance Measures

The Contractor and Corporation agree that the orderly maintenance and operation of the Disposal Site is a priority with both parties. Therefore, it is agreed that both parties are to meet on a regular basis, at a minimum of every three (3) months, to review operational issues as well as to review the following performance measures:

35.1 Control of Scatter Waste

Waste is contained to a small working face area and blown refuse and/or refuse not deposited in the proper location has been collected and placed into the active face of the landfill. Confirm if there is sufficient evidence to suggest a reasonable effort on the part of the contractor has been made to control Scatter Waste.

35.2 Active Working Face

The active working face is to be agreed upon and may vary from time-to-time. The Active working face should allow sufficient room for disposal and compaction equipment to operate while minimizing the amount of exposed waste. All areas not comprising the active face should contain intermediate or final cover material. The City is to ensure sufficient material is available for cover purposes.

35.3 Placement of Daily Cover

The Contractor is to apply daily cover, being a minimum of 150 mm thick clay layer applied throughout the active working face at the end of the working day. The application of 150 mm of clay would not be required if approval for an alternative cover material is approved through the Ministry of the Environment.

35.4 Monitoring of Waste Entering Landfill

The Contractor is to ensure that waste entering the Disposal Site is acceptable in accordance with the applicable Certificate of Approval and directed to the appropriate drop-off locations (i.e. working face, brush pile, scrap metal, etc.).

In instances where waste is unacceptable the material shall be refused. The Contractor should retain a record of instances when material is refused in the event the Ministry of Environment is notified of illegal disposal of waste.

35.5 Organization of Site

Signage, barriers and other such amenities are to be used to assist in directing vehicles to appropriate deposit sites. The locations for the placing of salvageable materials and specialized materials (i.e. brush) shall be reviewed to ensure such locations are appropriate.

36.0 Supplementary Service

Any supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer and the Corporation in no way guarantees the payment of any accounts for supplementary service; provided that the Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor's duties in this Agreement.

37.0 Contractor's Liability

The Contractor shall assume the defense of and indemnify and save harmless the Corporation and its officers and agents from all claims relating to labour, materials and equipment furnished for the work, and to inventions, patents or patent rights used in doing the work. The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by him or his employees or

relating from the prosecution of the works, or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

38.0 Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of the Town of Haileybury that the Contractor has obtained insurance in the amount of **Two Million Dollars (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement. The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage and expiry date for the policy, duly executed by the insuring agent.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

39.0 Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

40.0 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

41.0 Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Article 5.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

42.0 Assignment and Sub-contracting

The Contractor **shall not assign or sub-let the contract** or any part thereof or any benefit or interest therein, or there under, without the written consent of the Corporation. The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of Town Council, or officer of the Town is, or to be held, personally liable to the Contractor under any circumstances whatever.

43.0 Monies due the Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the Workplace Safety and Insurance Board, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any payment if circumstances arise which may indicate to it the advisability of so doing.

44.0 Liens

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Construction Lien Act or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

45.0 Forfeiture of Contract

If the Contractor commits any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sub-let this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or is such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the Corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty- four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice, and out of the hands of the Contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either re-let the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary equipment at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or

received from the said contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

46.0 Other Rights

The Contractor, agents and all workers and persons employed by or under his control shall use due care to ensure:

46.1 that no person is injured, and

46.2 that no property is damaged in the prosecution of work;

The Contractor shall be solely responsible for claims of damage alleged to be attributed to the Contractor, his agents and all workmen and persons employed or under his direct control.

47.0 Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

48.0 Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the works or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

49.0 Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen’s enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

50.0 Execution of Agreement

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Phippen Waste Management Limited

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "C" to

By-law No. 2015-039

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Operation and Maintenance of the Municipal
Spoke Transfer Station

This Agreement made in triplicate this 3rd, day of February, 2015

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Ltd.
(hereinafter call the "Contractor")
Party of the Second Part

Whereas the Corporation desires to enter into an agreement with Phippen Waste Management Limited for the operation and maintenance of the Spoke Transfer Station.

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement;

And whereas the Municipal Act, 2001, provides that a municipality may enter into an agreement for, among other things, the operation of a waste transfer site;

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1.0 Definitions

- 1.1 **Appointee** means the Director of Public Works or the person acting as such, or any other person authorized by the Director of Public Works;
- 1.2 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.3 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items, be discontinued in its present form;
- 1.4 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this Agreement;
- 1.5 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.6 **Recyclable Material** means any material defined in the Solid Waste Management By-law No. 2015-021, and amendments thereto;
- 1.7 **Spoke Transfer Station** means the Transfer Station located at 547 Barr Drive;

- 1.8 **Transfer Station Waste** means any Municipal Waste which the City collects directly or indirectly from residences and businesses and any waste material collected by the City or otherwise delivered to the Transfer Station, but does not include Unacceptable Waste;
- 1.9 **Transport, Transporting or Transportation** means the handling, hauling and unloading of Waste, using the Trailers, Trucks and other equipment for the transport of the Transfer Station Waste under this Agreement;
- 1.10 **Unacceptable Waste** means any material defined in the Solid Waste Management By-law No. 2015-021, and amendments thereto.

2.0 Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **31st day of January, 2015** and shall conclude on the **1st day of January, 2020**.
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional five (5) years, thus the Corporation and the Contractor shall commence negotiations for an extended agreement at least six (6) months prior to the termination of this agreement. In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3.0 Right to Terminate Agreement

The Parties further agree that this agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

4.0 Termination of this Agreement

- 4.1 The parties agree that this agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.
- 4.2 Notwithstanding 4.1 this agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

5.0 Scope of Work

This agreement shall define all of the duties, liabilities and obligations of the Corporation and the Contractor with respect to the operation of a Spoke Transfer Station to receive recyclable materials from the City of Temiskaming Shores at the Spoke Transfer Station,

as well as acknowledges that the City may accept recyclable materials from other municipalities, but must be in compliance with the provisions contained herein.

6.0 Remuneration

- 6.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under the contract, including one 4-yard single stream recycling bin, and three six-yard cardboard bins each emptied twice per week.
- 6.2 On a monthly basis, commencing one month after the commencement date, the Contractor shall provide the Corporation with an invoice for the fee as set forth in this Article.
- 6.3 The Corporation shall pay to the Contractor a monthly amount of *two-thousand, eight-hundred and sixty-five dollars and fifty-nine cents (\$2,865.59)*, plus HST for the operation and maintenance of the Spoke Transfer Station.
- 6.4 The Corporation shall pay the Contractor an hourly amount of *twenty dollars (\$20.00)* per hour, for each hour the Spoke Transfer Station is open to the public, as outlined in Section 7.2 of this agreement.
- 6.5 The Corporation shall pay the Contractor *one-hundred and fifteen dollars (\$115.00)* plus HST per tonne to load and transport recyclable materials to the Material Recovery Facility.
- 6.6 The Contractor shall pay the Corporation a monthly facility and equipment rental fee of *one-hundred and fifty (\$150.00) dollars* plus HST for use of the Spoke Transfer Station and equipment available within the facility. The facility and equipment rental fee shall be credited from the Contractors invoice to the Corporation on a monthly basis.
- 6.7 For each subsequent year of this Agreement the Corporation shall be billed to account for increases in the Cost of Living. The increase will be equal to the increase for the CPI (Consumer Price Index) for Ontario (all items), as published for the most recent 12 calendar months.
- 6.8 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City, is, or to be held personally liable to the Contractor under any circumstances whatever.
- 6.9 Before making any payments for work to be performed hereunder, the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works,

have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

7.0 Spoke Transfer Station and Hours of Operation

7.1 During the term of this Agreement, the Contractor shall:

- 7.1.1 keep at least one (1) person in attendance at the disposal site during normal hours of operation;
- 7.1.2 keep facility and gates secured and locked at all times outside of normal hours of operation;
- 7.1.3 remove and transport recyclable material from the Spoke Transfer Station to the Material Recovery Facility;
- 7.1.4 be responsible to have the single stream recycling bin(s), the cardboard bin(s) and the yard waste bin(s) dumped on a scheduled basis;
- 7.1.5 maintain an office at the site for the records and/or documentation to be kept;
- 7.1.6 ensure all litter is removed from the yard by the end of each working day, as outlined in section 7.2; and
- 7.1.7 not permit scavenging and shall record any such events immediately to the Corporation.

7.2 The normal operating hours shall be as follows, and subject to change upon mutual agreement of the Corporation and the Contractor.

Days	Hours
Sunday, Tuesday, Wednesday, Friday, Saturday	CLOSED
Monday and Thursday	8:00 a.m. – 12:00 noon

8.0 Holidays

The Spoke Transfer Station shall be closed on Statutory Holidays. The Contractor shall provide advance notice of closures in a manner acceptable to the Director of Public Works, which may include advertisement in a local newspaper and/or radio announcements.

9.0 Temiskaming Shores Waste

9.1 The Contractor shall accept recyclable materials, in accordance with **Appendix 04 - Accepted Material**, generated from within the City of Temiskaming Shores. Recyclable materials generated or originating from outside the boundaries

Temiskaming Shores shall not be accepted, except by agreement with the Corporation.

- 9.2 Processing fees shall apply for the disposal of recyclable materials originating or generated outside of the City of Temiskaming Shores, and requires approval and an agreement by the Council for the City of Temiskaming Shores. This fee will be reviewed annually and is subject to change, with the written approval of the Municipality.
- 9.3 The Contractor will be responsible for maintaining an accurate record of quantities delivered to the MRF from its own private recycling collection contracts, and shall not charge the Corporation for any material collected under its private contracts. The Contractor will not charge residents or ICI sector users within the City for use of the depot facilities.

10.0 Records

- 10.1 The Contractor shall provide the City will weigh tickets on a monthly basis based on the tonnage of Waste disposed of at the Spoke Transfer Station and hauled to the Material Recovery Facility during the calendar month. The actual tonnage of Waste shall be determined by the City’s weigh scales.
- 10.2 The Contractor shall use the weigh scales at the Transfer Station where the Vehicle is loaded. The Contractor shall make reasonable efforts to ensure all pre-load weighing is completed in a timely fashion.
- 10.3 The City or its contractor(s) shall be responsible for the loading of the Trailers in accordance with all Applicable Laws and all relevant requirements of the Ministry of Transportation, including axle weight. Once the Contractor has loaded the vehicle, the Contractor shall ensure that its drivers cover or enclose their vehicle before exiting the Spoke Transfer Station. The Contractor shall also be responsible for ensuring that its drivers inspect the vehicle for any loose waste and remove and deposit any such waste at the appropriate location inside the Spoke Transfer Station. The Contractor shall be responsible to ensure that its drivers weigh out before leaving the Spoke Transfer Station. The Contractor shall be responsible for directing any overloaded Vehicle back into the Spoke Transfer Station to correct any such overloading. The Contractor shall be responsible for any consequences resulting from a driver of an overloaded vehicle not following these procedures and leaving in an overloaded condition.
- 10.4 The Contractor shall ensure that its trailers are weighed at the City’s Spoke Transfer Station.

11.0 Equipment / Staffing

- 11.1 The Contractor undertakes and agrees to maintain and utilize adequate equipment for the execution of the obligations hereunder, including fuel, licensing, insurance,

etc., and shall be responsible for the hiring, and the compensation/ benefits paid to all employees with the appropriate qualifications, and supply training as mandated or required.

The Contractor shall also be required to maintain and operate the necessary number of units, with operator(s), sufficient to haul and dispose of materials at the Material Recovery Facility. Whenever any piece of equipment is down for repairs, an equivalent replacement piece shall be immediately provided for the duration of the repair period. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its appointee.

11.2 The City will be responsible to maintain the following:

- Spoke Transfer Station utilities, building(s), fencing and other structural repairs
- Weigh scale
- Signage
- City-owned loader, exception of fuel costs

11.3 Should contractor supplied equipment or the baler experience a breakdown or fail to operate properly for any reason, the contractor will repair or replace the equipment. Should the baler fail to operate or require major repairs, the Corporation and the Contractor shall negotiate costs.

11.4 The Contractor shall be responsible for any damage to the City facilities, which results from his/her operations. The Contractor shall repair any such damage without delay and his/her own expense and to the complete satisfaction of the Corporation or its appointee.

12.0 Health and Safety

12.1 The Contractor shall provide all employees with neat and distinctive work overalls and applicable safety equipment while carrying out contract activities. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

12.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

12.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

13.0 Public Courtesy

The Contractor shall ensure that all employees engaged in collection services are courteous with the general public and shall direct all inquires to the Contractor’s Office.

14.0 Ratepayer Concern Report

The Contractor shall maintain a written record of all ratepayer concerns received. The report, as a minimum shall record the civic address, a phone number, a contact name and the nature of the concern and action(s) taken to resolve the concern.

The Contractor shall supply the Corporation with a copy of all ratepayer concern reports on a monthly basis.

15.0 Standard of Performance

All work to be performed under this Agreement shall be to the satisfaction of the Director of Public Works and be carried out in accordance with the applicable “By-Law(s)”.

16.0 General Duties and Intent

The contractor agrees to operate the Spoke Transfer Station in accordance with the Environmental Compliance Approval (ECA).

17.0 Regulations

The Contractor shall make known to himself, his agents and employees, and shall abide by all federal, provincial and municipal laws and regulations now or hereafter enacted in the performance of all portions of the work set out in this agreement; including, but not limited to the Certificate of Approval and the Environmental Protection Act (EPA).

18.0 Inspection of the Spoke Transfer Station

The Director of Public Works, the Medical Officer of Health, the Ministry of Environment and Climate Change and authorized representatives of these agencies may enter the Spoke Transfer Station at any time and from time-to-time to perform whatever duties or inspections they deem necessary. The Contractor shall provide access for such entry whenever requested to do so. The Contractor shall notify the Director of Public Works upon arrival of any official of the Medical Officer of Health or the Ministry of Environment.

19.0 Environmental Protection Act

Throughout the duration of this Agreement, the Contractor will be required to comply with the requirements of regulations made under the *Environmental Protection Act*, and in the event that any amendments thereto shall result in substantial changes in the terms of this Agreement, the said Agreement shall be subject to re-negotiation between the parties.

20.0 Supplementary Services by Contractor to the Public

It is understood that the Contractor, as part of its corporate profile, may be providing other services to the general public. Any such supplementary or additional service

provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer.

The Corporation in no way guarantees the payment of any accounts for supplementary services. The Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor’s duties in this Agreement.

21.0 Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of The City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **TWO MILLION DOLLARS (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement.

The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage’s and expiry date for the policy, duly executed by the insuring company stating that if the said policy or policies are cancelled or changed in any manner ten (10) days’ written notice of such change or cancellation will be given to the Municipal Clerk of The Corporation of The City of Temiskaming Shores.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured’s for Comprehensive General Liability. Such coverage is primary and non-contributing.

22.0 Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor’s negligence or wilful misconduct when performing the Services.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants

and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

23.0 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

24.0 Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Article 6.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

25.0 Assignment and Sub-Contractors

The Contractor shall not assign or sub-let the contract or any part thereof or any benefit or interest therein or there under, without the written consent of the Corporation.

The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

26.0 Contractor as independent Contractor

The Contractor shall perform all work under this Agreement as an independent contractor. The Contractor is not and shall not be considered an employee, agent, subagent or servant of the City under this Agreement or otherwise. The Contractor's

subcontractors, employees or agents are not and shall not be considered employees, agents, subagents or servants of the City under this Agreement or otherwise.

27.0 Monies due The Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the *Workplace Safety and Insurance Board*, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any progress payment if circumstances advise which may indicate to it the advisability of so doing and to such sum to be so retained, may be unascertained.

28.0 Liens

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Mechanic's Lien Act* or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

29.0 Forfeiture of Contract

If the Contractor compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty-four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the operation, or any part or parts thereof specified in the said notice, and out of the hands of the contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either relent the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary

or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

30.0 Other Rights

The Contractor, his agents and all workmen and persons employed by him under his control shall use due care that **no person is injured** and that no property is damaged in the prosecution of the work and the Contractor shall be solely responsible for all damages to persons or property including theft, whether the property is owned by the Corporation or any of its employees.

31.0 Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

32.0 Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

33.0 Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen's enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

34.0 Execution of Agreement

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Phippen Waste Management Limited

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

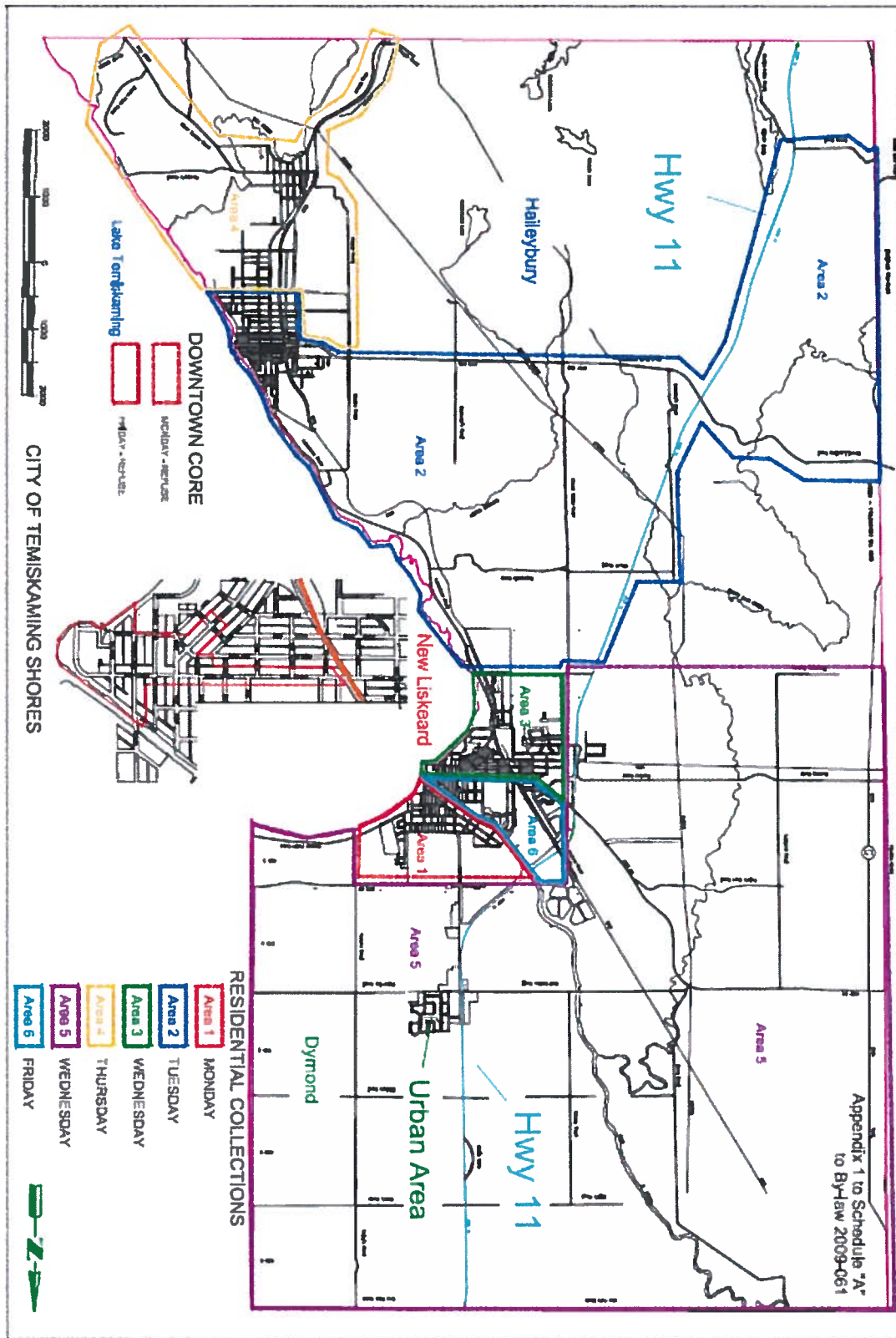
**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

Collection Schedule Map





Appendix 02 to
By-law No. 2015-039
Certificate of Approval
A570402

HANI

RECEIVED

JAN 13 2010



Ministry of the Environment
Ministère de l'Environnement

AMENDMENT TO PROVISIONAL CERTIFICATE OF
APPROVAL

WASTE DISPOSAL SITE

NUMBER A570402

Notice No. 2

Issue Date: December 18, 2009

The Corporation of the City of Temiskaming Shores
325 Farr Dr PO Box 2250
Temiskaming Shores, Ontario
POJ 1K0

Site Location: Haileybury Landfill
Lot 1, Concession 2
Haileybury Town, District of Timiskaming
POJ 1K0

You are hereby notified that I have amended Provisional Certificate of Approval No. A570402 issued on November 10, 1998 and amended on November 10, 1999 and April 27, 2009 for the use and operation of a 5.8 hectare Landfill Site within a 32.4 hectare total site area , as follows:

Conditions 1 to 27 in the Certificate dated November 10, 1998 and Condition 1 in the notice dated November 10, 1999 are hereby revoked.

For the purpose of this Certificate of Approval and the terms and conditions specified below, the following definitions apply:

"Certificate " means this entire provisional Certificate of Approval A570402 document, issued in accordance with section 39 of the EPA, and includes any notices, schedules to it, the application and the supporting documentation listed in Schedule "A";

"Director" means any *Ministry* employee appointed in writing by the Minister pursuant to section 5 of the EPA as a Director for the purposes of Part V of the EPA;

"District Manager" means the District Manager of the local district office of the *Ministry* in which the Site is geographically located;

"Drainage Act" means *Drainage Act*, R.S.O. 1990, c.D. 17, as amended;

"EPA " means *Environmental Protection Act* , R.S.O. 1990, c. E. 19, as amended;

"*Fill Area*" means the portion of the *Site* where waste may be disposed as delineated by the "Limit of Sanitary Landfill Fill Area" shown on Sheet 10 of Item 2 in Schedule "A" and described in Item 5 in Schedule "A";

"*finished compost*" means compost that meets the time, temperature and turning requirements specified in Condition 11(1)(h) and the parameters listed in Schedule "B";

"*leaf and yard waste*" means waste consisting of leaves, grass clippings, natural Christmas trees and other plant materials, but not tree stumps, limbs or other woody materials in excess of seven (7) centimetres in diameter;

"*Ministry*" means the Ontario Ministry of the Environment;

"NMA " means *Nutrient Management Act* , 2002, S.O. 2002, c. 4, as amended from time to time;

"*Operator*" means any person, other than the Owner's employees, authorized by the *Owner* as having the charge, management or control of any aspect of the *Site* and includes its successors or assigns;

"*Owner*" means any person that is responsible for the establishment or operation of the *Site* being approved by this *Certificate*, and includes The Corporation of the City of Temiskaming Shores its successors and assigns;

"OWRA " means the *Ontario Water Resources Act* , R.S.O. 1990, c. O.40, as amended;

"PA " means the *Pesticides Act* , R.S.O. 1990, c. P-11, as amended from time to time;

"*Provincial Officer*" means any person designated in writing by the Minister as a provincial officer pursuant to Section 5 of the *OWRA* or Section 5 of the *EPA* or Section 17 of *PA* or Section 4 of *NMA* or Section 8 of *SDWA* .

"*Regional Director* " means the Regional Director of the local Regional Office of the *Ministry* in which the *Site* is located.

"*Regulation 347* " or "*Reg. 347* " means Regulation 347, R.R.O. 1990, made under the *EPA*, as amended;

"*rejected compost*" means waste that has gone through the composting process but did not meet the time, temperature or turning requirements specified in Condition 11 (1) (h) or exceeds the parameters listed in Schedule "B". Rejected compost is considered a waste and must be handled and disposed in accordance with Ontario Regulation 347.

"SDWA" means *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, as amended from time to time;

"Site " means the 32.4 hectare landfill site including the *Fill Area* and buffer zone on Lot 1, Concession 2 in the Town of Haileybury, District of Timiskaming as shown on the Plan of Survey, Sheet No. 2 of Item 2 in Schedule "A";

"*Trained personnel*" means knowledgeable in the following through instruction and/or practice:

- a. relevant waste management legislation, regulations and guidelines;
- b. major environmental concerns pertaining to the waste to be handled;
- c. occupational health and safety concerns pertaining to the processes and wastes to be handled;
- d. management procedures including the use and operation of equipment for the processes and wastes to be handled;
- e. emergency response procedures;
- f. specific written procedures for the control of nuisance conditions;
- g. specific written procedures for refusal of unacceptable waste loads; and
- h. the requirements of this *Certificate*; and

"*unfinished compost*" means waste that has gone through all but the final curing stage of the composting process.

You are hereby notified that this approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. GENERAL

Compliance

- (1) The *Owner* and *Operator* shall ensure compliance with all the conditions of this *Certificate* and shall ensure that any person authorized to carry out work on or operate any aspect of the *Site* is notified of this *Certificate* and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
- (2) Any person authorized to carry out work on or operate any aspect of the *Site* shall comply with the conditions of this *Certificate* .

In Accordance

- (3) Except as otherwise provided by this *Certificate*, the *Site* shall be designed, developed, built, operated and maintained in accordance with the documentation listed in the attached Schedule "A".

Interpretation

- (4) Where there is a conflict between a provision of any document listed in Schedule "A" in this *Certificate*, and the conditions of this *Certificate*, the conditions in this *Certificate* shall take precedence.
- (5) Where there is a conflict between the application and a provision in any document listed in Schedule "A", the application shall take precedence, unless it is clear that the purpose of the document was to amend the application and that the *Ministry* approved the amendment.
- (6) Where there is a conflict between any two documents listed in Schedule "A", the document bearing the most recent date shall take precedence.
- (7) The conditions of this *Certificate* are severable. If any condition of this *Certificate*, or the application of any condition of this *Certificate* to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this *Certificate* shall not be affected thereby.

Other Legal Obligations

- (8) The issuance of, and compliance with, this *Certificate* does not:
 - (a) relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement; or
 - (b) limit in any way the authority of the *Ministry* to require certain steps be taken or to require the *Owner* and *Operator* to furnish any further information related to compliance with this *Certificate* .

Adverse Effect

- (9) The *Owner* and *Operator* shall take steps to minimize and ameliorate any adverse effect on the natural environment or impairment of water quality resulting from the *Site*, including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.
- (10) Despite an *Owner*, *Operator* or any other person fulfilling any obligations imposed by this *Certificate* the person remains responsible for any contravention of any other condition of this *Certificate* or any applicable statute, regulation, or other legal requirement resulting from any act or omission that caused the adverse effect to the natural environment or impairment of water quality.

Change of Ownership

- (11) The *Owner* shall notify the *Director*, in writing, and forward a copy of the notification to the *District Manager*, within 30 days of the occurrence of any changes in the following information:
 - (a) the ownership of the *Site*;

- (b) the *Operator* of the *Site*;
 - (c) the address of the *Owner or Operator*; and
 - (d) the partners, where the *Owner or Operator* is or at any time becomes a partnership and a copy of the most recent declaration filed under the *Business Names Act* , R. S. O. 1990, c. B.17, shall be included in the notification.
- (12) No portion of this *Site* shall be transferred or encumbered prior to or after closing of the *Site* unless the *Director* is notified in advance and sufficient financial assurance is deposited with the *Ministry* to ensure that these conditions will be carried out.
- (13) In the event of any change in *Ownership* of the works, other than change to a successor *Owner*, the *Owner* shall notify the successor of and provide the successor with a copy of this *Certificate*, and the *Owner* shall provide a copy of the notification to the *District Manager* and the *Director*.

Certificate of Requirement/Registration on Title -Site

- (14) The *Owner* shall:
- (a) Within sixty (60) days of the date of the issuance of this *Certificate*, submit to the *Director* for review, two copies of a completed Certificate of Requirement with a registerable description of the *Site*; and
 - (b) Within 10 calendar days of receiving the Certificate of Requirement authorized by the *Director*, register the Certificate of Requirement in the appropriate Land Registry Office on title to the *Site* and submit to the *Director* the duplicate registered copy immediately following registration.
- (15) Pursuant to Section 197 of the Environmental Protection Act, neither the *Owner* nor any person having an interest in the *Site* shall deal with the *Site* in any way without first giving a copy of this *Certificate* to each person acquiring an interest in the *Site* as a result of the dealing.

Certificate of Requirement/Registration on Title - Contaminant Attenuation Zone

- (16) The *Owner* shall:
- (a) Within 60 days of the date of the acquiring the ground water easement to the proposed contaminant attenuation zone and buffer lands, submit to the *Director* for review, two copies of a completed Certificate of Requirement with a registerable description of the Contaminant Attenuation Zone; and
 - (b) Within 10 calendar days of receiving the Certificate of Requirement authorized by the *Director*, register the Certificate of Requirement in the appropriate Land Registry Office on title to the Contaminant Attenuation Zone and submit to the

Director the duplicate registered copy immediately following registration.

Inspections by the Ministry

- (17) No person shall hinder or obstruct a *Provincial Officer* from carrying out any and all inspections authorized by the *OWRA*, *the EPA*, the *PA*, the *SDWA* or the *NMA*, of any place to which this *Certificate* relates, and without limiting the foregoing:
- (a) to enter upon the premises where the approved works are located, or the location where the records required by the conditions of this *Certificate* are kept;
 - (b) to have access to, inspect, and copy any records required to be kept by the conditions of this *Certificate*;
 - (c) to inspect the *Site*, related equipment and appurtenances;
 - (d) to inspect the practices, procedures, or operations required by the conditions of this *Certificate*; and
 - (e) to sample and monitor for the purposes of assessing compliance with the terms and conditions of this *Certificate* or the *EPA*, the *OWRA*, the *PA*, the *SDWA* or the *NMA*.

Information and Record Retention

- (18) Any information requested, by the *Ministry*, concerning the *Site* and its operation under this *Certificate*, including but not limited to any records required to be kept by this *Certificate* shall be provided to the *Ministry*, upon request, in a timely manner. Records shall be retained for *contaminating life span* of the *Site* except for as otherwise authorized in writing by the *Director*.
- (19) The receipt of any information by the *Ministry* or the failure of the *Ministry* to prosecute any person or to require any person to take any action, under this *Certificate* or under any statute, regulation or other legal requirement, in relation to the information, shall not be construed as:
- (a) an approval, waiver, or justification by the *Ministry* of any act or omission of any person that contravenes any term or condition of this *Certificate* or any statute, regulation or other legal requirement; or
 - (b) acceptance by the *Ministry* of the information's completeness or accuracy.
- (20) The *Owner* shall ensure that a copy of this *Certificate*, in its entirety and including all its Notices of Amendment, and documentation listed in Schedule "A", are retained at the *Site* at all times.

2. SITE OPERATION

Operation

- (1) The *Site* shall be operated and maintained at all time including management and disposal of all waste in accordance with the *EPA*, *Regulation 347*, and the conditions of this

Certificate. At no time shall the discharge of a contaminant that causes or is likely to cause an adverse effect be permitted

Signs

- (2) A sign shall be installed and maintained at the main entrance/exit to the *Site* on which is legibly displayed the following information:
 - (a) the name of the *Site* and *Owner*;
 - (b) the number of the *Certificate*;
 - (c) the name of the *Operator*;
 - (d) the normal hours of operation;
 - (e) the allowable and prohibited waste types;
 - (f) the telephone number to which complaints may be directed;
 - (g) a warning against unauthorized access;
 - (h) a twenty-four (24) hour emergency telephone number (if different from above);
and
 - (i) a warning against dumping outside the *Site*.
- (3) The *Owner* shall install and maintain signs to direct vehicles to working face and any other recycling and composting areas including, but not limited to, used tires, waste metal, composting and used oil.
- (4) The *Owner* shall provide signs at all of the recycling and composting locations informing users what materials are acceptable and directing users to appropriate storage area.

Vermin, Vectors, Dust, Litter, Odour, Noise and Traffic

- (5) The *Site* shall be operated and maintained such that the vermin, vectors, dust, litter, odour, noise and traffic do not create a nuisance.

Burning Waste Prohibited

- (6) (a) Burning of waste at the *Site* is prohibited.

Site Access

- (7) Waste shall only be accepted during the following time periods:
Tuesday to Saturday - 8:30 a.m. to 4:30 p.m.
- (8) On-site equipment used for daily site preparation and closing activities may be operated one (1) hour before and one (1) hour after the hours of operation approved by this *Certificate*.
- (9) With the prior written approval from the *District Manager*, the time periods may be extended to accommodate seasonal or unusual quantities of waste.

Site Security

- (10) No waste shall be received, landfilled or removed from the *Site* unless a site supervisor or attendant is present and supervises the operations during operating hours. The *Site* shall be closed when a site attendant is not present to supervise landfilling operations.
- (11) The *Site* shall be operated and maintained in a safe and secure manner. During non-operating hours, the *Site* entrance and exit gates shall be locked and the *Site* shall be secured against access by unauthorized persons.

3. EMPLOYEE TRAINING

- (1) A training plan for all employees that operate any aspect of the *Site* shall be developed and implemented by the *Operator*. Only *Trained Personnel* shall operate any aspect of the *Site* or carry out any activity required under this *Certificate*.

4. COMPLAINTS RESPONSE PROCEDURE

- (1) If at any time the *Owner* receives complaints regarding the operation of the *Site*, the *Owner* shall respond to these complaints according to the following procedure:
 - (a) The *Owner* shall record and number each complaint, either electronically or in a log book, and shall include the following information: the nature of the complaint, the name, address and the telephone number of the complainant if the complainant will provide this information and the time and date of the complaint;
 - (b) The *Owner*, upon notification of the complaint, shall initiate appropriate steps to determine all possible causes of the complaint, proceed to take the necessary actions to eliminate the cause of the complaint and forward a formal reply to the complainant; and
 - (c) The *Owner* shall complete and retain on-site a report written within one (1) week of the complaint date, listing the actions taken to resolve the complaint and any recommendations for remedial measures, and managerial or operational changes to reasonably avoid the recurrence of similar incidents.

5. EMERGENCY RESPONSE

- (1) Any spills, fires or other emergency situations shall be forthwith reported directly to the *Ministry's* Spills Action Centre (1-800-268-6060) and shall be cleaned up immediately.
- (2) In addition, the *Owner* shall submit, to the *District Manager* a written report within three (3) business days of the emergency situation, outlining the nature of the incident, remedial measures taken, handling of waste generated as a result of the emergency situation and the measures taken to prevent future occurrences at the *Site*.

- (3) All wastes resulting from an emergency situation shall be managed and disposed of in accordance with *O.Reg. 347*.
- (4) All equipment and materials required to handle the emergency situations shall be:
 - (a) kept on hand at all times that waste landfilling and/or handling is undertaken at the *Site*; and
 - (b) adequately maintained and kept in good repair.
- (5) The *Owner* shall ensure that the emergency response personnel are familiar with the use of such equipment and its location(s).

6. RECORD KEEPING AND REPORTING

Daily Log Book

- (1) A daily log shall be maintained in written format and shall include the following information:
 - (a) the type, date and time of arrival, hauler, and quantity (tonnes) of all industrial and commercial waste and cover material received at the *Site*;
 - (b) the area of the *Site* in which waste disposal operations are taking place;
 - (c) a record of litter collection activities and the application of any dust suppressants;
 - (d) a record of the daily inspections; and
 - (e) a description of any out-of-service period of any control, treatment, disposal or monitoring facilities, the reasons for the loss of service, and action taken to restore and maintain service.
- (2) Any information requested, by the *Director* or a *Provincial Officer*, concerning the *Site* and its operation under this *Certificate*, including but not limited to any records required to be kept by this *Certificate* shall be provided to the *Ministry*, upon request.

Daily Inspections and Log Book

- (3) An inspection of the entire *Site* and all equipment on the *Site* shall be conducted each day the *Site* is in operation to ensure that: the *Site* is secure; that the operation of the *Site* is not causing any nuisances; that the operation of the *Site* is not causing any adverse effects on the environment and that the *Site* is being operated in compliance with this *Certificate*. Any deficiencies discovered as a result of the inspection shall be remedied immediately, including temporarily ceasing operations at the *Site* if needed.
- (4) A record of the inspections shall be kept in a daily log book that includes:
 - (a) the name and signature of person that conducted the inspection;
 - (b) the date and time of the inspection;
 - (c) the list of any deficiencies discovered;
 - (d) the recommendations for remedial action; and
 - (e) the date, time and description of actions taken.

- (5) A record shall be kept in the daily log book of all refusals of waste shipments, the reason(s) for refusal, and the origin of the waste, if known.

Annual Report

- (6) A written report on the development, operation and monitoring of the *Site*, shall be completed annually (the "Annual Report"). The Annual Report shall be submitted to the *District Manager*, by April 30th of the year following the period being reported upon.
- (7) The Annual Report shall include the following:
- (a) the results and an interpretive analysis of the results of all leachate, groundwater surface water and landfill gas monitoring, including an assessment of the need to amend the monitoring programs;
 - (b) an assessment of the operation and performance of all engineered facilities, the need to amend the design or operation of the *Site*, and the adequacy of and need to implement the contingency plans;
 - (c) site plans showing the existing contours of the *Site*; areas of landfilling operation during the reporting period; areas of intended operation during the next reporting period; areas of excavation during the reporting period; the progress of final cover, vegetative cover, and any intermediate cover application; previously existing site facilities; facilities installed during the reporting period; and site preparations and facilities planned for installation during the next reporting period;
 - (d) calculations of the volume of waste, daily and intermediate cover, and final cover deposited or placed at the *Site* during the reporting period and a calculation of the total volume of *Site* capacity used during the reporting period;
 - (e) a calculation of the remaining capacity of the *Site* and an estimate of the remaining *Site* life;
 - (f) a summary of the weekly, maximum daily and total annual quantity (tonnes) of waste received at the *Site*;
 - (g) a summary of any complaints received and the responses made;
 - (h) a discussion of any operational problems encountered at the *Site* and corrective action taken;
 - (i) any changes to the Design and Operations Report and the Closure Plan that have been approved by the *Director* since the last *Annual Report*;
 - (j) a report on the status of all monitoring wells and a statement as to compliance with *Ontario Regulation 903*;
 - (k) any other information with respect to the *Site* which the *Regional Director* may require from time to time; and
 - (l) a summary and analysis of all hydraulic and geochemical monitoring results.

7. LANDFILL DESIGN AND DEVELOPMENT

Approved Waste Types

- (1) Only solid non-hazardous municipal waste as defined under *Reg. 347* shall be accepted at the *Site* for landfilling.
- (2) The *Owner* shall develop and implement a program to inspect waste to ensure that the waste received at the *Site* is of a type approved for acceptance under this *Certificate*.
- (3) The *Owner* shall ensure that all loads of waste are properly inspected by *Trained personnel* prior to acceptance at the *Site* and that the waste vehicles are directed to the appropriate areas for disposal or transfer of the waste. The *Owner* shall notify the *District Manager*, in writing, of load rejections at the *Site* within one (1) business day from their occurrence.

Capacity

- (4) Waste disposal shall be limited to the *Fill Area*.
- (5)
 - (a) Waste may only be placed above ground level to the final contour elevations shown on Sheet No. 10 of Item 2 of Schedule "A";
 - (b) Waste may only be placed below ground level in trenches as shown in trenches on Sheet No. 4 of Item 2 of Schedule "A" and to depths of approximately 3 meters below ground level but not exceeding 3.66 meters;
 - (c) Approved maximum volumetric capacity of the *Site*, consisting of the waste, daily cover and intermediate cover, but excluding the final cover is 470,000 cubic metres.
- (6) There shall be no further final disposal of Waste in the Bulk Material Storage Area shown on Sheet No. 10 of Item 2 of Schedule "A".

Service Area

- (7) Only waste that is generated within the boundaries of the City of Temiskaming Shores and the Town of Cobalt may be accepted at the *Site*.

Cover

- (8) Alternative materials to soil may be used as weekly and interim cover material, based on an application with supporting information and applicable fee for a trial use or permanent use, submitted by the *Owner* to the *Director*, copied to the *District Manager* and as approved by the *Director* via an amendment to this *Certificate*. The alternative material shall be non-hazardous according to *Reg. 347* and will be expected to perform at least as well as soil in relation to the following functions:

- (a) Control of blowing litter, odours, dust, landfill gas, gulls, vectors, vermin and fires;
 - (b) Provision for an aesthetic condition of the landfill during the active life of the *Site*;
 - (c) Provision for vehicle access to the active tipping face; and
 - (d) Compatibility with the design of the *Site* for groundwater protection, leachate management and landfill gas management.
- (9) Cover material shall be applied as follows:
- (a) Daily Cover - Weather permitting, deposited waste should be covered at the end of each working day in a manner acceptable to the *District Manager* so that no waste is exposed to the atmosphere;
 - (b) Intermediate Cover - In areas where landfilling has been temporarily discontinued for six (6) months or more, a minimum thickness of 300 millimetre of soil cover or an approved thickness of alternative cover material shall be placed; and
 - (c) Final Cover - In areas where landfilling has been completed to final contours, a minimum 600 millimetre thick layer of soil of medium permeability and 150 millimetres of top soil (vegetative cover) shall be placed. Fill areas shall be progressively completed and rehabilitated as landfill development reaches final contours.

Stormwater Management Works Approvals

- (10) This *Certificate* does not provide an approval for any works subject to approval under the *OWRA*, *Drainage Act*, or any other legislation that may be applicable.
- (11) The *Owner* shall complete the construction of the swale ditches, the sedimentation ponds, and the diversion ditch as outlined in Section 3.2 of Item 3 of Schedule "A" within twelve (12) months from the date of this *Certificate*.
- (12) Within six (6) months of the date of this *Certificate*, the *Owner* shall submit to the *Director* an application for approval under the *OWRA* of the on-site stormwater management works. The *Owner* shall fulfil the requirement under the *Drainage Act*, or any other legislation that may be applicable.

8. LANDFILL MONITORING

Landfill Gas

- (1) The *Owner* shall ensure that any buildings or structures at the *Site* contain adequate ventilation systems to relieve any possible landfill gas accumulation. Routine monitoring for explosive methane gas levels shall be conducted in all buildings or structures at the *Site*, especially enclosed structures which at times are occupied by people.

Compliance Limits

- (2) The *Site* shall be operated in such a way as to ensure compliance with the following:
 - (a) Reasonable Use Guideline B-7 for the protection of the groundwater at the *Site*; and
 - (b) Provincial Water Quality Objectives included in the July 1994 publication entitled *Water Management Policies, Guidelines, Provincial Water Quality Objectives*, as amended from time to time or limits set by the *Regional Director*, for the protection of the surface water at and off the *Site*.

Surface Water and Ground Water

- (3) The *Owner* shall monitor surface water and groundwater as per documents in the Schedule "A".
- (4) A certified Professional Geoscientist or Engineer possessing appropriate hydrogeologic training and experience shall execute or directly supervise the execution of the groundwater monitoring and reporting program.

Groundwater Wells and Monitors

- (5) The *Owner* shall ensure that all groundwater monitoring wells which form part of the monitoring program are properly capped, secured and protected from damage.
- (6) Where landfilling is to proceed around monitoring wells, suitable extensions shall be added to the wells and the wells shall be properly re-secured.
- (7) Any groundwater monitoring well included in the on-going monitoring program that are damaged shall be assessed, repaired, replaced or decommissioned by the *Owner*, as required.
 - (a) The *Owner* shall repair or replace any monitoring well which is destroyed or in any way made to be inoperable for sampling such that no more than one regular sampling event is missed.
 - (b) All monitoring wells which are no longer required as part of the groundwater monitoring program, and have been approved by the *District Manager* for abandonment, shall be decommissioned by the *Owner*, as required, in accordance with *O.Reg. 903*, that will prevent contamination through the abandoned well. A report on the decommissioning of the well shall be included in the Annual Report for the period during which the well was decommissioned.

Trigger Mechanisms and Contingency Plans

- (8) (a) Within one (1) year from the date of this *Certificate* , the *Owner* shall submit to the *Director* , for approval, and copies to the *District Manager* , details of a trigger mechanisms plan for surface water and groundwater quality monitoring for the purpose of initiating investigative activities into the cause of increased contaminant concentrations at the Contaminant Attenuation Zone (CAZ) limit.
- (b) Within one (1) year from the date of this *Certificate* , the *Owner* shall submit to the *Director* for approval, and copies to the *District Manager* , details of a contingency plan to be implemented in the event that the surface water or groundwater quality exceeds the a trigger mechanism at the CAZ limit.
- (9) In the event of a confirmed exceedence of a site-specific trigger level relating to leachate mounding or groundwater or surface water impacts due to leachate, the *Owner* shall immediately notify the *District Manager*, and an investigation into the cause and the need for implementation of remedial or contingency actions shall be carried out by the *Owner* in accordance with the approved trigger mechanisms and associated contingency plans.
- (10) If monitoring results, investigative activities and/or trigger mechanisms indicate the need to implement contingency measures, the *Owner* shall ensure that the following steps are taken:
 - (a) The *Owner* shall notify the *District Manager*, in writing of the need to implement contingency measures, no later than 30 days after confirmation of the exceedences;
 - (b) Detailed plans, specifications and descriptions for the design, operation and maintenance of the contingency measures shall be prepared and submitted by the *Owner* to the *District Manager* for approval; and
 - (c) The contingency measures shall be implemented by the *Owner* upon approval by the *District Manager* .
- (11) The *Owner* shall ensure that any proposed changes to the site-specific trigger levels for leachate impacts to the surface water or groundwater, are approved in advance by the *Director* via an amendment to this *Certificate*.

Changes to the Monitoring Plan

- (12) The *Owner* may request to make changes to the monitoring program(s) to the *District Manager* in accordance with the recommendations of the annual report. The *Owner* shall make clear reference to the proposed changes in separate letter that shall accompany the annual report.
- (13) Within fourteen (14) days of receiving the written correspondence from the *District Manager* confirming that the *District Manager* is in agreement with the proposed changes

7. LANDFILL DESIGN AND DEVELOPMENT

Approved Waste Types

- (1) Only solid non-hazardous municipal waste as defined under *Reg. 347* shall be accepted at the *Site* for landfilling.
- (2) The *Owner* shall develop and implement a program to inspect waste to ensure that the waste received at the *Site* is of a type approved for acceptance under this *Certificate*.
- (3) The *Owner* shall ensure that all loads of waste are properly inspected by *Trained personnel* prior to acceptance at the *Site* and that the waste vehicles are directed to the appropriate areas for disposal or transfer of the waste. The *Owner* shall notify the *District Manager*, in writing, of load rejections at the *Site* within one (1) business day from their occurrence.

Capacity

- (4) Waste disposal shall be limited to the *Fill Area*.
- (5)
 - (a) Waste may only be placed above ground level to the final contour elevations shown on Sheet No. 10 of Item 2 of Schedule "A";
 - (b) Waste may only be placed below ground level in trenches as shown in trenches on Sheet No. 4 of Item 2 of Schedule "A" and to depths of approximately 3 meters below ground level but not exceeding 3.66 meters;
 - (c) Approved maximum volumetric capacity of the *Site*, consisting of the waste, daily cover and intermediate cover, but excluding the final cover is 470,000 cubic metres.
- (6) There shall be no further final disposal of Waste in the Bulk Material Storage Area shown on Sheet No. 10 of Item 2 of Schedule "A".

Service Area

- (7) Only waste that is generated within the boundaries of the City of Temiskaming Shores and the Town of Cobalt may be accepted at the *Site*.

Cover

- (8) Alternative materials to soil may be used as weekly and interim cover material, based on an application with supporting information and applicable fee for a trial use or permanent use, submitted by the *Owner* to the *Director*, copied to the *District Manager* and as approved by the *Director* via an amendment to this *Certificate*. The alternative material shall be non-hazardous according to *Reg. 347* and will be expected to perform at least as well as soil in relation to the following functions:

- (a) Control of blowing litter, odours, dust, landfill gas, gulls, vectors, vermin and fires;
 - (b) Provision for an aesthetic condition of the landfill during the active life of the *Site*;
 - (c) Provision for vehicle access to the active tipping face; and
 - (d) Compatibility with the design of the *Site* for groundwater protection, leachate management and landfill gas management.
- (9) Cover material shall be applied as follows:
- (a) Daily Cover - Weather permitting, deposited waste should be covered at the end of each working day in a manner acceptable to the *District Manager* so that no waste is exposed to the atmosphere;
 - (b) Intermediate Cover - In areas where landfilling has been temporarily discontinued for six (6) months or more, a minimum thickness of 300 millimetre of soil cover or an approved thickness of alternative cover material shall be placed; and
 - (c) Final Cover - In areas where landfilling has been completed to final contours, a minimum 600 millimetre thick layer of soil of medium permeability and 150 millimetres of top soil (vegetative cover) shall be placed. Fill areas shall be progressively completed and rehabilitated as landfill development reaches final contours.

Stormwater Management Works Approvals

- (10) This *Certificate* does not provide an approval for any works subject to approval under the *OWRA*, *Drainage Act*, or any other legislation that may be applicable.
- (11) The *Owner* shall complete the construction of the swale ditches, the sedimentation ponds, and the diversion ditch as outlined in Section 3.2 of Item 3 of Schedule "A" within twelve (12) months from the date of this *Certificate*.
- (12) Within six (6) months of the date of this *Certificate*, the *Owner* shall submit to the *Director* an application for approval under the *OWRA* of the on-site stormwater management works. The *Owner* shall fulfil the requirement under the *Drainage Act*, or any other legislation that may be applicable.

8. LANDFILL MONITORING

Landfill Gas

- (1) The *Owner* shall ensure that any buildings or structures at the *Site* contain adequate ventilation systems to relieve any possible landfill gas accumulation. Routine monitoring for explosive methane gas levels shall be conducted in all buildings or structures at the *Site*, especially enclosed structures which at times are occupied by people.

to the environmental monitoring program, the *Owner* shall forward a letter identifying the proposed changes and a copy of the correspondences from the *District Manager* and all other correspondences and responses related to the changes to the monitoring program, to the *Director* requesting the *Certificate* be amended to approve the proposed changes to the environmental monitoring plan prior to implementation.

- (14) In the event any other changes to the environmental monitoring program are proposed outside of the recommendation of the annual report, the *Owner* shall follow current ministry procedures for seeking approval for amending the *Certificate*.

Contaminant Attenuation Zone

- (15) The proposed Contaminant Attenuation Zone of 28 hectares is hereby approved.
- (16) Within one (1) year from the date of this *Certificate*, the *Owner* shall complete acquiring the ground water easement (property rights) to the proposed contaminant attenuation zone.
- (17) The *Owner* must continue to own the property rights to the Contaminant Attenuation Zone for all of the contaminating life span of the *Site*.
- (18) The ownership of the property rights must include the right to:
- (a) discharge contaminants from the operations at the *Site* into the Contaminant Attenuation Zone;
 - (b) enter into the Contaminant Attenuation Zone and onto the surface above the Contaminant Attenuation Zone for purposes of testing, monitoring, intercepting contaminants and carrying out remedial work;
 - (c) install, operate and maintain works, for the purposes mentioned in clause (b), in the Contaminant Attenuation Zone, including on the surface above the Contaminant Attenuation Zone; and
 - (d) prevent the owner(s) of the land(s) in which the Contaminant Attenuation Zone is located from paving, erecting a structure or making any use of land(s) above or in the vicinity of the contaminant attenuation zone that would interfere with the functioning of the Contaminant Attenuation Zone or with the exercise of any of the rights mentioned in this subsection.
- (19) The *Owner* shall notify the *Director* in writing within thirty (30) days after any change in his, her or its ownership of the property rights in the Contaminant Attenuation Zone.
- (20) The *Owner* shall ensure that the written easement agreement, specified in Condition 8 (16) includes an agreement of the property owner(s) of the land(s) required for the Contaminant Attenuation Zone, to register a Certificate of Requirement on title to the land(s) to be used as the Contaminant Attenuation Zone.

9. CLOSURE PLAN

- (1) At least 3 years prior to the anticipated date of closure of this *Site*, the *Owner* shall submit to the *Director* for approval, with copies to the *District Manager*, a detailed *Site* closure plan pertaining to the termination of landfilling operations at this *Site*, post-closure inspection, maintenance and monitoring, and end use. The plan shall include the following:
 - (a) a plan showing *Site* appearance after closure;
 - (b) a description of the proposed end use of the *Site*;
 - (c) a descriptions of the procedures for closure of the *Site*, including:
 - (i) advance notification of the public of the landfill closure;
 - (ii) posting of a sign at the *Site* entrance indicating the landfill is closed and identifying any alternative waste disposal arrangements;
 - (iii) completion, inspection and maintenance of the final cover and landscaping;
 - (iv) *Site* security;
 - (v) removal of unnecessary landfill-related structures, buildings and facilities;
 - (vi) final construction of any control, treatment, disposal and monitoring facilities for leachate, groundwater, surface water and landfill gas; and
 - (vii) a schedule indicating the time-period for implementing sub-conditions (i) to (vi) above;
 - (d) descriptions of the procedures for post-closure care of the *Site*, including:
 - (i) operation, inspection and maintenance of the control, treatment, disposal and monitoring facilities for leachate, groundwater, surface water and landfill gas;
 - (ii) record keeping and reporting; and
 - (iii) complaint contact and response procedures;
 - (e) an assessment of the adequacy of and need to implement the contingency plans for leachate and methane gas; and
 - (f) an updated estimate of the contaminating life span of the *Site*, based on the results of the monitoring programs to date.
- (2) The *Site* shall be closed in accordance with the closure plan as approved by the *Director*.

10. WASTE DIVERSION

- (1) The *Owner* shall ensure that:
 - (a) all bins and waste storage areas are clearly labelled;
 - (b) all lids or doors on bins shall be kept closed during non-operating hours and during the high wind events; and
 - (c) if necessary to prevent litter, waste storage areas shall be covered during the high winds events.

- (2) The *Owner* shall provide a segregated area for the storage of *Refrigerant Appliances* so that the following are ensured:
- (a) all *Refrigerant Appliances* have been tagged to indicate that the refrigerant has been removed by a licensed technician. The tag number shall be recorded in the log book and shall remain affixed to the appliance until transferred from the *Site*;
or
 - (b) all *Refrigerant Appliances* accepted at the *Site*, which have not been tagged by a licensed technician to verify that the equipment no longer contains refrigerants, are stored segregated, in a clearly marked area, in an upright position and in a manner which allows for the safe handling and transfer from the *Site* for removal of refrigerants as required by O.Reg. 189; and
 - (c) all *Refrigerant Appliances* received on-site shall either have the refrigerant removed prior to being transferred from the *Site* or shall be shipped off-site only to facilities where the refrigerants can be removed by a licensed technician in accordance with O.Reg. 189.
- (3) Propane cylinders shall be stored in a segregated area in a manner which prevents cylinders from being knocked over or cylinder valves from breaking.
- (4) The *Owner* shall transfer waste and recyclable materials from the *Site* as follows:
- (a) recyclable materials shall be transferred off-site once their storage bins are full;
 - (b) scrap metal shall be transferred off-site at least twice a year;
 - (c) tires shall be transferred off-site as soon as a load for the contractor hired by the *Owner* has accumulated or as soon as the accumulated volume exceeds the storage capacity of its bunker; and
 - (d) immediately, in the event that waste is creating an odour or vector problem.
- (5) The *Owner* shall notify the appropriate contractors that waste and recyclable wastes that are to be transferred off-site are ready for removal. Appropriate notice time, as determined by the contract shall be accommodated in the notification procedure.

11. LEAF AND YARD WASTE COMPOSTING

On site *Leaf and Yard Waste* Composting shall be carried out subject to the following conditions:

- (1) The *Owner* shall ensure that composting is conducted in accordance with the "Interim Guidelines for the Production and Use of Aerobic Compost in Ontario" dated November 1991 or its latest amendment, and with the requirements as listed below:
- (a) waste accepted for composting shall be limited to leaf and yard waste. Leaf and yard waste received at the *Site* shall not exceed the maximum concentrations for metals listed in Schedule "B";
 - (b) no more than 2000 tonnes of leaf and yard waste, unfinished compost and finished

compost shall be stored on Site at any one time;

- (c) all activities associated with the composting operation shall take place on the designated pad constructed of wood chips;
 - (d) waste shall be incorporated into windrows within four (4) days of receipt. Finished compost shall be stored on Site for a maximum of twelve (12) months after the curing phase is complete;
 - (f) windrows shall be arranged in a manner which allows equipment access for efficient turning of windrows and to allow access for emergency vehicles;
 - (g) windrows shall be constructed at bulk densities and heights which promote aerobic conditions;
 - (h) all waste being composted shall be held at a temperature of at least 55 °C for a minimum of fifteen (15) cumulative days to ensure proper bacteria growth and pathogen inactivation. During this period, the temperature of the waste being composted shall be monitored and recorded on each day that the Site is in operation, and the windrows shall be turned a minimum of five (5) times. During the remainder of the composting process, the temperature shall be monitored and recorded on a weekly basis at a minimum; and
 - (i) compost shall be cured for a minimum of six (6) months.
- (2) (a) For the first two (2) years of operation, a representative composite sample of compost that has completed the curing phase shall be taken at least once per year and analyzed for the parameters listed in Schedule "B".
 - (b) After two (2) years of operation, the sampling schedule may be adjusted with the prior written consent of the District Manager.
- (3) (a) *Finished compost* may be released from the *Site* for unrestricted use.
 - (b) *Rejected compost* which meets the parameters listed in Schedule "B", but does not meet the requirements of Condition 10 (1), may be returned to the composting process as waste for re-processing.
 - (c) *Rejected compost*, which does not meet the parameters listed in Schedule "B" shall be disposed of as waste or as daily cover.

Following items are added to the Schedule "A"

SCHEDULE "A"

8. Report titled "City of Temiskaming Shores, Application to amend Provincial Certificate of Approval Waste Disposal Site No. A570402, Appendices" dated June 2008.
9. Letter dated June 10, 2008 from Maria Story, P.Eng., Story Environmental Services, to Mr. Tesfaye Gebrezghi, P.Eng., Ministry of the Environment, Environmental Assessment and Approvals Branch.
10. Letter dated October 30, 2009 addressed to Larry McCormack, Senior Environmental Officer, Ministry of the Environment from Maria Story, P.Eng., Story Environmental Services RE: Corporation of the City of Temiskaming Shores Haileybury Landfill Site No. A570402-Recommendation Regarding Ongoing Monitoring Program.

Schedule "B"

This Schedule "B" forms part of Certificate of Approval No. A600903.

Parameter	Maximum Concentration
Metal:	
arsenic	13 ppm
cadmium	3 ppm
chromium	210 ppm
cobalt	34 ppm
copper	100 ppm
lead	150 ppm
mercury	0.8 ppm
molybdenum	5 ppm
nickel	62 ppm
selenium	2 ppm
zinc	500 ppm
Foreign material:	
plastic particles greater than 3 mm in any direction	1%
non-biodegradable material greater than 3 mm in any direction	2%

The reasons for this amendment to the Certificate of Approval are as follows:

GENERAL

1. The reason for Conditions 1(1), (2), (4), (5), (6), (7), (8), (9), (10), (18), (19) and (20) is to clarify the legal rights and responsibilities of the *Owner* and *Operator* under this Certificate of Approval.
2. The reasons for Condition 1(3) is to ensure that the *Site* is designed, operated, monitored and maintained in accordance with the application and supporting documentation submitted by the *Owner*, and not in a manner which the *Director* has not been asked to consider.
3. The reasons for Condition 1(11) are to ensure that the *Site* is operated under the corporate name which appears on the application form submitted for this approval and to ensure that the *Director* is informed of any changes.
4. The reasons for Condition 1(12) are to restrict potential transfer or encumbrance of the *Site* without the approval of the *Director* and to ensure that any transfer of encumbrance can be made only on the basis that it will not endanger compliance with this Certificate of Approval.
5. The reason for Condition 1(13) is to ensure that the successor is aware of its legal responsibilities.
6. Conditions 1 (14), (15) and (16) are included, pursuant to subsection 197(1) of the *EPA* , to provide that any persons having an interest in the *Site* are aware that the land has been approved and used for the purposes of waste disposal.
7. The reason for Condition 1(17) is to ensure that appropriate Ministry staff has ready access to the Site for inspection of facilities, equipment, practices and operations required by the conditions in this Certificate of Approval. This Condition is supplementary to the powers of entry afforded a Provincial Officer pursuant to the *Act* , the *OWRA* , the *PA* , the *NMA* and the *SDWA* .

SITE OPERATION

8. The reasons for Conditions 2(1), 2(5) and 6(3) are to ensure that the *Site* is operated, inspected and maintained in an environmentally acceptable manner and does not result in a hazard or nuisance to the natural environment or any person.
9. The reason for Conditions 2 (2), 2(3) and 2(4) is to ensure that users of the *Site* are fully aware of important information and restrictions related to *Site* operations and access under this *Certificate*.
10. The reason for Condition 2(6) (a) is that open burning of municipal waste is unacceptable because of concerns with air emissions, smoke and other nuisance affects, and the potential fire hazard.

11. The reasons for Condition 2(7), 2(8) and 2(9) are to specify the hours of operation for the landfill site and a mechanism for amendment of the hours of operation, as required.
12. The reasons for Condition 2(10) and 2(11) are to ensure that the *Site* is supervised by properly trained staff in a manner which does not result in a hazard or nuisance to the natural environment or any person and to ensure the controlled access and integrity of the *Site* by preventing unauthorized access when the Site is closed and no site attendant is on duty.

EMPLOYEE TRAINING

13. The reason for Condition 3(1) is to ensure that the *Site* is supervised and operated by properly trained staff in a manner which does not result in a hazard or nuisance to the natural environment or any person.

COMPLAINTS RESPONSE PROCEDURE

14. The reason for Condition 4(1) is to ensure that any complaints regarding landfill operations at this *Site* are responded to in a timely and efficient manner.

EMERGENCY RESPONSE

15. Conditions 5(1) and 5(2) are included to ensure that emergency situations are reported to the Ministry to ensure public health and safety and environmental protection.
16. Conditions 5(3), 5(4) and 5(5) are included to ensure that emergency situations are handled in a manner to minimize the likelihood of an adverse effect and to ensure public health and safety and environmental protection.

RECORD KEEPING AND REPORTING

17. The reason for Conditions 6(1) and 6(2) is to ensure that accurate waste records are maintained to ensure compliance with the conditions in this Certificate of Approval (such as fill rate, site capacity, record keeping, annual reporting, and financial assurance requirements), the *EPA* and its regulations.
18. The reason for Conditions 6(4) and 6(5) is to ensure that detailed records of *Site* inspections are recorded and maintained for inspection and information purposes.
19. The reasons for Conditions 6(6) and 6(7) are to ensure that regular review of site development, operations and monitoring data is documented and any possible improvements to site design, operations or monitoring programs are identified. An annual report is an important tool used in reviewing site activities and for determining the effectiveness of site design.

LANDFILL DESIGN AND DEVELOPMENT

20. The reason for Conditions 7(1) to 7(7) inclusive is to specify the approved areas from which waste may be accepted at the *Site* and the types and amounts of waste that may be accepted for disposal at the *Site*, based on the *Owner*'s application and supporting documentation.
21. Condition 7(8) is to provide the *Owner* the process for getting the approval for alternative daily and intermediate cover material.
22. The reasons for Condition 7(9) are to ensure that daily/weekly and intermediate cover are used to control potential nuisance effects, to facilitate vehicle access on the *Site*, and to ensure an acceptable site appearance is maintained. The proper closure of a landfill site requires the application of a final cover which is aesthetically pleasing, controls infiltration, and is suitable for the end use planned for the *Site*.
23. The reason for Conditions 7 (10), (11) and (12) are to make ensure that the *Owner* has obtained other approvals required to carry out the work and complete the construction of the swales and ditches in a timely manner.

LANDFILL MONITORING

24. Reasons for Condition 8(1) are to ensure that off-site migration of landfill gas is monitored and all buildings at the *Site* are free of any landfill gas accumulation, which due to a methane gas component may be explosive and thus create a danger to any persons at the *Site*.
25. Condition 8(2) is included to provide the groundwater and surface water limits to prevent water pollution at the *Site*.
26. Conditions 8(3) and 8(4) are included to require the *Owner* to demonstrate that the *Site* is performing as designed and the impacts on the natural environment are acceptable. Regular monitoring allows for the analysis of trends over time and ensures that there is an early warning of potential problems so that any necessary remedial/contingency action can be taken.
27. Conditions 8(5), 8(6) and 8(7) are included to ensure the integrity of the groundwater monitoring network so that accurate monitoring results are achieved and the natural environment is protected.
28. Conditions 8(8) to 8(11) inclusive are added to ensure the *Owner* has a plan with an organized set of procedures for identifying and responding to potential issues relating to groundwater and surface water contamination at the *Site's* compliance point.
29. Reasons for conditions 8(12), 8(13) and 8(14) are included to streamline the approval of the changes to the monitoring plan.
30. Condition 8(15) to 8(20) inclusive is included to require the *Owner* to obtain property rights to

land(s) that is required for a Contaminant Attenuation Zone that is necessary for attenuation of contamination resulting from the operation of the *Site* to bring the *Site* into compliance with Reasonable Use Policy Objectives.

CLOSURE PLAN

31. The reasons for Condition 9 are to ensure that final closure of the *Site* is completed in an aesthetically pleasing manner, in accordance with Ministry standards, and to ensure the long-term protection of the health and safety of the public and the environment.

WASTE DIVERSION

32. Condition 10 is included to ensure that the recyclable materials are stored in their temporary storage location in a manner as to minimize a likelihood of an adverse effect or a hazard the natural environment or any person.

This Notice shall constitute part of the approval issued under Provisional Certificate of Approval No. A570402 dated November 10, 1998 as amended

In accordance with Section 139 of the Environmental Protection Act, R.S.O. 1990, Chapter E-19, as amended, you may by written notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act, provides that the Notice requiring the hearing shall state:

1. The portions of the approval or each term or condition in the approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The Notice should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The Certificate of Approval number;
6. The date of the Certificate of Approval;
7. The name of the Director;
8. The municipality within which the waste disposal site is located;

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, 15th Floor
Toronto, Ontario
M5G 1E5

AND

The Director
Section 39, *Environmental Protection Act*
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 314-4600, Fax: (416) 314-4506 or www.ert.gov.on.ca

The above noted waste disposal site is approved under Section 39 of the Environmental Protection Act.

DATED AT TORONTO this 18th day of December, 2009



Tesfaye Gebrezghi, P.Eng.
Director
Section 39, *Environmental Protection Act*

RM/

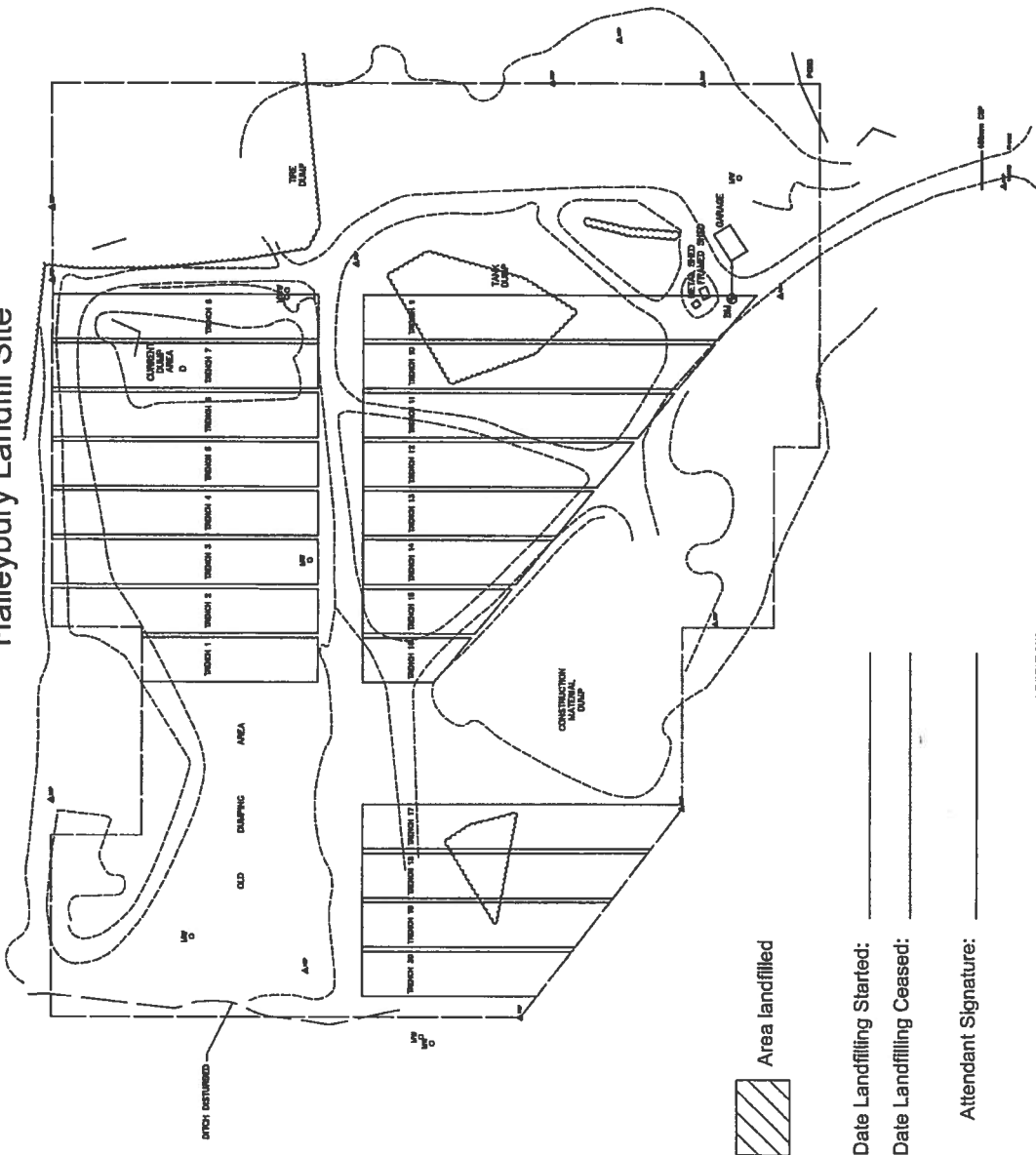
c: District Manager, MOE North Bay
Maria Story, P.Eng., Story Environmental Services





Appendix 03 to
By-law No. 2015-039
Trench Detail

Waste Disposal Operations Haileybury Landfill Site



 Area landfilled

Date Landfilling Started: _____

Date Landfilling Ceased: _____

Attendant Signature: _____

_____ 1 DUMPING DUMP

Appendix 04 Accepted Materials

In this By-law "Accepted Materials" includes;

recyclable containers includes the following forms of containers:

- a) food and beverage glass bottles and jars;
- b) metal food and beverage cans;
- c) aluminum foil, foil plates and foil trays;
- d) empty plastic containers (1 thru 7);
- e) aseptic packaging, such as drink boxes;
- f) polycoat containers such as milk and juice cartons; and
- g) any other container designated by the Director of Public Works to be a recyclable container.

recyclable papers includes the following:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags, such as flour, sugar, potato and pet food bags;
- e) newspapers and inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books; and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-040

**Being a by-law to confirm certain proceedings of Council
of The Corporation of the City of Temiskaming Shores for
its Regular meeting held on February 3, 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 Regular meeting held on **February 3, 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 3rd day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen