



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, March 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 – February 17, 2015

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

7.1 Zoning By-law Amendment – 118420 Sales Barn Road

Application No.: ZBA-2015-04 (D)

Owner: Adam Loach

Applicant: Brenda Steep

Subject Land: 118420 Sales Barn Road

Purpose of the Application: To allow the construction of a triplex on the subject property. The zoning by-law allows up to three (3) accessory (single detached) dwellings on a farm property to house farm help. The applicant would like to combine the three (3) separate dwellings into one dwelling house (triplex).

8. Question and Answer Period

9. Presentations / Delegations

10. Communications

a) Mayor Al Spacek, President - FONOM

Re: News Letter: "FONOM Attends Northern Leaders' Dialogue"

Reference: Received for information

b) Mayor Al Spacek, President - FONOM

Re: News Letter: "Bill 52 Won't Protect Real Victims of SLAPP Suits in Ontario"

Reference: Received for information

c) Mayor Al Spacek, President - FONOM

Re: News Letter: “FONOM Calls on Attorney General to Consider Proposed Changes to Bill 52”

Reference: Received for information

d) Jeff Leal, Minister – Ministry of Agriculture, Food and Rural Affairs

Re: 2015 Premier’s Award for Agri-Food Innovation Excellence Program

Reference: Referred to Northern Ontario Farm Innovation Association (NOFIA)

e) Mark Leach, Associate Deputy Minister – Ministry of the Attorney General

Re: Provincial Offences Act reform – Consultation Period

Reference: Received for information

f) Barbara Hall, Chief Commissioner – Ontario Human Rights Commission

Re: Letter – Applying a human rights lens in zoning, licensing and municipal decision-making

Reference: Referred to the Director of Community Growth and Planning

g) Safety Policy and Education Branch – Ministry of Transportation

Re: Unanimous passage of Vantof’s off-road vehicles bill

Reference: Received for information

h) Mayor Al Spacek, President - FONOM

Re: News Letter: “FONOM meets with the Provincial Cabinet at ROMA/OGRA”

Reference: Received for information

- i) Warren Thomas, President – Ontario Public Service Employees Union
Re: OPSEU calls for paramedic priority response during medical emergencies
Reference: Received for information

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. i) 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) Meeting Notes from the TEMAG discussion with Municipal Property Assessment Corporation held in October, 2014;
- b) Minutes of the Temiskaming Mayors Action Group (TeMAG) meeting held on February 14, 2015;
- c) Minutes of the South Temiskaming Cultural Sustainability Project Committee meeting held on February 19, 2015;
- d) Minutes of the Temiskaming Shores Public Library Board meeting held on January 15, 2015;
- e) January 2015 Earleton-Timiskaming Regional Airport Report;

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Public Works Committee meeting held on February 12, 2015;

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Declaration of Surplus Land – Housing Project for small families, seniors and persons living with disabilities

Draft Motion

Whereas Council considered Confidential Administrative Report CGP-004-2015 during the Closed Session of the February 3, 2015 Regular meeting of Council; and

Whereas Council directed staff to issue a Request for Proposal in regards to the sale and development of seven (7) potential projects for the construction of housing for small families, seniors and persons living with disabilities; and

Whereas Council supported dedicating surplus City owned lands to this initiative and directed staff to advertise and hold a public meeting to declare the properties surplus to the City's needs; and

Whereas Section 1.9 of Schedule "A" to By-law No. 2004-031 as amended - Procedural Policy for the Disposal of Municipal real property, states Council must declare property as surplus through resolution prior to disposal; and

Whereas Section 3.7 of Schedule "A" to By-law No. 2004-031 as amended, states that a minimum of five days (5) notice of a proposed sale shall be given to the public including a brief description, legislative requirements and pertinent dates that Council will consider the matter; and

Whereas public notice was placed in the Temiskaming Speaker on February 11, 2015 of Council's intent to sell municipal real property.

Now therefore be it resolved that Council of the City of Temiskaming Shores declares the following lands to be surplus to the municipality's needs specific to the development of housing for small families, seniors and persons living with disabilities:

Subject Land:

Project No. 1 - Lots 73, 74 and 75 on Plan M-30 N.B.; Pcl 6163 SST, 7724 SST and 1465 SST (Albert Street)

Project No. 2 - Lots 186 and 187 on Plan M-48 N.B.; Pcl 7723 SST (Lawlor Street)

Project No. 3 - Lot 126 on Plan M-128 N.B.; Pcl 7590SST (Georgina Avenue)

Project No. 4 - Lot 34 on Plan M-30 N.B.; Pcl 7724 SST (Little Street)

Project No. 5 - Lot 100 on Plan M-77 N.B.; Pcl 13267 SST (Meridian Avenue)

Project No. 6 - Lots 121 and 123 on Plan M-52 N.B.; Pcl 15735 SST and 16072 SST (Carter Boulevard)

Project No. 7 - Lot 70 and 72 on Plan M-52 N.B.; Pcl 10954 SST (Carter Boulevard)

b) Memo 003-2015-CS – OPP Boat Slip Lease Extension – Amending Agreement

Draft Motion

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

That Council agrees to extend the lease agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the rental of a boat slip at the Waterfront Marina for an additional five (5) years;

That Council directs staff to prepare the necessary amending by-law to amend By-law No. 2011-048, as amended to extend the OPP Boat Slip lease for consideration at the March 3, 2015 Regular Council meeting.

c) Supplemental Administrative Report CS-007-01-2015 – Spur Line Concession Lease Agreement – Big Scoops

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-007-001-2015;

That Council directs staff to proceed with the necessary upgrades to the Spur Line Concession; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Big Scoops for the use of the Spur Line Concession for consideration at the March 3, 2015 Regular Council meeting.

d) Administrative Report No. CS-010-2015 – Haileybury Family Health Team Lease Agreement

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-010-2015;

That Council directs staff to increase the rental rates for the use of office space by the Haileybury Family Health Team by 2.4% in accordance with the Consumer Price Index;

That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre for consideration at the March 17, 2015 Regular meeting of Council; and

That Council directs staff to prepare the necessary by-law to enter into a two (2) year lease agreement with Doctor Phillip Smith for the use of office space at the Haileybury Medical Centre for consideration at the March 17, 2015 Regular Council meeting.

e) Administrative Report No. CGP-008-2015 – Enterprise Temiskaming 2015-2016 Revised Business Plan and Budget

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-008-2015;

That Council acknowledges that Enterprise Temiskaming Small Business Enterprise Centre operates through By-law No. 2014-194 being an agreement between the City of Temiskaming Shores and the Ministry of Northern Development and Mines;

That Council acknowledges and approves the 2015-2016 Enterprise Temiskaming Revised Business Plan and Revised Budget; and

That Council directs staff to forward the Revised Business Plan and Revised Budget to the Province with the understanding that the Ministry has the authority to change or include additional mandates.

f) Administrative Report No. PW-008-2015 – Municipal Hazardous or Special Waste – Orange Drop Event

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-008-2015;

That Council agrees to host an Orange Drop Event on June 6, 2015; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Drain-All Ltd. to provide collection and disposal services for the Orange Drop Event for consideration at the March 3, 2015 Regular Council meeting.

g) Administrative Report No. PW-009-2015 – Waterfront Upgrades – Tender Award

Note:

The closing date and time for this tender is 2:00 pm on Monday, March 2, 2015. The tender is for the upgrading of three (3) locations along the shoreline (in water works) and is time sensitive in regards to having upgrades completed. They need to be completed prior to spring thaw and water levels rising in Lake Temiskaming.

Thus the associated Administrative Report to recommend the award of the contract will be provided subsequent to the tender close.

h) Memo 002-2015-RS – User Fees – Bucke Park

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 002-2015-RS; and

That Council for the City of Temiskaming Shores direct staff to modify By-law No. 2015-046 being a by-law to amend Municipal Fees By-law No. 2012-039 to reflect changes for Bucke Park fees and permit consideration

of third and final reading of By-law No. 2015-046 at the March 3, 2015 Regular Council meeting.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2015-050 Being a by-law to enter into an agreement with OMAFRA – OCIF Application Based – Dymond Emergency Water Extension

By-law No. 2015-051 Being a by-law to amend the Town of New Liskeard Zoning By-law 2233 – Accessible Upgrades

By-law No. 2015-052 Being a by-law to amend the Township of Dymond Zoning By-law 984 – Accessible Upgrades

By-law No. 2015-053 Being a by-law to amend the Town of Haileybury Zoning By-law 85-27 – Accessible Upgrades

By-law No. 2015-054 Being a by-law to amend By-law No. 2013-011, as amended, being a by-law to adopt a Municipal Business, Travel and Expense Policy for the City of Temiskaming Shores

By-law No. 2015-055 Being a by-law to enter into an Agreement with Jacob Laforest for the provision of Concession Services at the New Liskeard Spurline Concession

By-law No. 2015-056 Being a by-law to enter into an agreement with Miller Paving Limited for the Removal and Replacement of the Pete’s Dam Recreational Trial Water Crossing Structure

(Pedestrian Bridge) within the City of Temiskaming Shores

By-law No. 2015-057 Being a by-law to enter into an agreement with Drain-All Ltd. as a Registered Transporter for the City's Municipal Hazardous and Special Waste (MHSW) 2015 Orange Drop Collection Event

By-law No. 2015-058 Being a by-law to amend By-law NO. 2011-048, as amended, being a by-law to enter into an Agreement with Her Majesty the Queen in Right of Ontario as Represented by the Minister of Infrastructure for the Rental of a Boat Slip at the Waterfront Marina (OPP Boat Slip)

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2015-046 Being a by-law to amend By-law No. 2012-039 (Departmental User Fees) to adopt revised fees for Bucke Park and the Municipal Marinas

By-law No. 2015-050;

By-law No. 2015-051;

By-law No. 2015-052;

By-law No. 2015-053;

By-law No. 2015-054;

By-law No. 2015-055;

By-law No. 2015-056;

By-law No. 2015-057; and

By-law No. 2015-058;

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 Meeting of Council – Tuesday, March 10, 2015 at 6:00 p.m. (Budget)
- b) Regular Meeting of Council – Tuesday, March 17, 2015 at 6:00 p.m.
- c) Regular Meeting of Council – Tuesday, April 7, 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 February 10, 2015 – Closed Session Minutes
- b) Adoption of the February 17, 2015 – Closed Session Minutes
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Monthly Human Resources Update

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2015-059 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held **March 3, 2015** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2015-059 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, February 17, 2015
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive**

Minutes

1. Call to Order

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

2. Roll Call

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

Also Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Shelly Zubyck, Director of Corporate Services
Karen Beauchamp, Director of Community Growth and Planning
Tim Uttley, Fire Chief
Jennifer Pye, Planner
James Franks, Economic Development Officer

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

Members of the Public Present: 15

3. Review of Revisions or Deletions to Agenda

4. Approval of Agenda

Resolution No. 2015-130

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Jelly disclosed a pecuniary interest in regards under Item 16; By-law No. 2015-046 to adopt revised fees for Bucke Park and the Municipal Marinas

6. Review and adoption of Council Minutes

Resolution No. 2015-131

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Regular Meeting of Council – February 3, 2015
- b) Special Meeting of Council – February 10, 2015

Carried

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

7.1 Declaration of Surplus Land

Subject Lands: Lot 48 on Plan M-73 N.B., Parcel 20939 SST

Purpose of the Application: 1216143 Ontario Ltd. (Doug Niemi Trucking) would like to purchase a vacant lot that abuts their property on Niven Street South in the Haileybury Industrial Park, and add it to their existing property. They would also like to purchase the portion of the unopened laneway that currently splits their property in order that they can operate on one parcel of land.

Mayor Kidd indicated that notice of Council's intention to consider disposal of municipal land on Niven Street South in the Haileybury Industrial Park Lot 84 Plan M-73NB Parcel 20939 SST plus an unopened laneway that runs through the property was given in the Temiskaming Speaker on February 11, 2015.

Mayor Kidd indicated that this public meeting serves two purposes; firstly to advise the public of council's intention to consider a by-law to sell municipal land and, secondly, to hear from any person who claims his/her land would be impacted by the disposal of the said lands, or any interested party or individuals.

Mayor Kidd declared the meeting to be open, and ask Karen Beauchamp, Director of Community Growth and Planning to describe the parcel of land.

Karen Beauchamp stated that the subject lands are located in the Haileybury Industrial Park which includes an unopened laneway. It was indicated that Doug Niemi Trucking, owner of 580 Amwell is requesting to purchase the subject lands for lot addition purposes to accommodate business growth.

The subject lands are designated as Industrial in the Town of Haileybury Official Plan and Mixed Use Areas in the draft City of Temiskaming Shores Official Plan and Industrial within the Town of Haileybury Zoning By-law.

Karen reviewed comments received from various internal departments, of particular concern is that if parking is expanded closer to Niven Street South, the owner would be required to obtain an opinion from a professional engineer to determine the required slope or retaining wall requirements such that Niven is not impacted (undermined).

Karen outlined that the next steps include communication with other area property owners with respect to the potential acquisition of the laneway abutting their businesses, deposit from the proponent for appraisal and survey, resolution to declare subject lands surplus.

Mayor Kidd inquired if there were any members of the public who wished to speak to this issue. No one provided any comments.

Mayor Kidd inquired if there were any questions or comments from Council. Council members had no inquiries or comments.

7.2 Declaration of Surplus Land

Subject Lands:

Project No. 1 - Lots 73, 74 and 75 on Plan M-30 N.B.; Pcl 6163 SST, 7724 SST and 1465 SST (Albert Street)

- Project No. 2* - Lots 186 and 187 on Plan M-48 N.B.; Pcl 7723 SST (Lawlor Street)
- Project No. 3* - Lot 126 on Plan M-128 N.B.; Pcl 7590SST (Georgina Avenue)
- Project No. 4* - Lot 34 on Plan M-30 N.B.; Pcl 7724 SST (Little Street)
- Project No. 5* - Lot 100 on Plan M-77 N.B.; Pcl 13267 SST (Meridian Avenue)
- Project No. 6* - Lots 121 and 123 on Plan M-52 N.B.; Pcl 15735 SST and 16072 SST (Carter Boulevard)
- Project No. 7* - Lot 70 and 72 on Plan M-52 N.B.; Pcl 10954 SST (Carter Boulevard)

Purpose of the Application: The City of Temiskaming Shores is the owner of these subject properties which have been grouped into specific projects and will be seeking developers for the acquisition of these properties/projects. The intent of these projects is to secure a purchaser that will partner with the City to develop these properties by constructing small, affordable, energy efficient homes and rental units for small families and seniors, including housing for persons living with disabilities.

Mayor Kidd outlined that Council has endorsed a project to potentially construct Housing for Small Families, Seniors and Persons Living With Disabilities on vacant city-owned lots and that notice of Council's intention to consider the disposal of various parcels of vacant residential land in Haileybury and North Cobalt was given in the Temiskaming Speaker on February 11, 2015.

Mayor Kidd indicated that this public meeting serves two purposes, firstly to advise the public of council's intention to consider a by-law to sell municipal land and, secondly, to hear from any person who claims his/her land would be impacted by the disposal of the said lands, or any interested party or individuals.

Mayor Kidd declared the meeting to be open, and asked Karen Beauchamp, Director of Community Growth and Planning to describe the parcels of land being considered.

Karen Beauchamp indicated that all subject properties are vacant city-owned land, front on municipally maintained roadways, are within a residential zone, municipal services (water/sanitary) front all lots, are within two (2) blocks of the transit route and are considered in-fill lots within current built up residential areas.

Karen indicated that the City has identified a need for small houses and apartments that are affordable to low and moderate income households and are constructed with principles of universal design so that they are accessible to persons with disabilities and that a Request for Proposals will be issued in March 2015 seeking contractors/individuals to construct specified housing under this

initiative. Karen outlined that the vacant lands have been grouped into seven (7) projects and recommended that each Project be dealt with separately. Karen provided information on each of the projects:

Project No. 1 – Albert Street – 3 Lots (50 ft x 125 ft)

Options for development include:

- 3 single detached dwellings with a second unit;
- 1 fourplex and 1 duplex;
- 1 fourplex and 1 single detached with a second unit;

Mayor Kidd inquired if there were any members of the public who wished to speak to this project based on being impacted by the disposal of these lands. No one provided any comments.

Mayor Kidd inquired if there were any questions or comments from Council. Council members had no inquiries or comments.

Mayor Kidd thanked Karen for her presentation and declared the public meeting to be closed and advised that Council will give due consideration to all information received.

Project No. 2 – Lawlor Street – 2 Lots (100 ft x 100 ft)

Options for development include:

- 1 fourplex;
- 2 single detached with a second unit;
- 2 duplexes.

Mayor Kidd inquired if there were any members of the public who wished to speak to this project based on being impacted by the disposal of these lands. No one provided any comments.

Mayor Kidd inquired if there were any questions or comments from Council. Council members had no inquiries or comments.

Project No. 3 – Georgina Avenue – 1 Lot (50 ft x 99 ft)

Options for development include:

- 1 single detached with a second unit;

- 1 duplex.

Director of Community Growth and Planning, Karen Beauchamp indicated that written correspondence was received from an abutting property owner that had previously inquired about acquiring the vacant land and had declined purchase at the time as it was decided that they were going to sell their property. However, they are no longer looking at selling their residence and would like to acquire the lands.

Council was of the general opinion that provided the abutting property owner acquired the property in accordance to municipal policy and at fair market value they would consider its sale to the said owner. Karen outlined that she would follow up with the proponent.

Mayor Kidd inquired if there were any members of the public who wished to speak to this project based on being impacted by the disposal of these lands. No one provided any comments.

Mayor Kidd inquired if there were any questions or comments from Council. Council members had no inquiries or comments.

Project No. 4 – Little Street – 1 Lot (50 ft x 125 ft)

Options for development include:

- 1 single detached with a second unit;
- 1 duplex.

Mayor Kidd inquired if there were any members of the public who wished to speak to this project based on being impacted by the disposal of these lands. No one provided any comments.

Mayor Kidd inquired if there were any questions or comments from Council. Council members had no inquiries or comments.

Project No. 5 – Meridian Avenue – 1 Lot (50 ft x 108 ft)

Options for development include:

- 1 single detached with a second unit;
- 1 duplex.

Mayor Kidd inquired if there were any members of the public who wished to speak to this project based on being impacted by the disposal of these lands. No one provided any comments.

Mayor Kidd inquired if there were any questions or comments from Council. Council members had no inquiries or comments.

Project No. 6 – Carter Blvd. – 2 Lots (66 ft x 124 ft)

Options for development include:

- 1 single detached with a second unit;
- 1 duplex.

Mayor Kidd inquired if there were any members of the public who wished to speak to this project based on being impacted by the disposal of these lands. No one provided any comments.

Mayor Kidd inquired if there were any questions or comments from Council. Council members had no inquiries or comments.

Project No. 7 – Carter Blvd. – 2 Lots (66 ft x 124 ft)

Options for development include:

- 1 single detached with a second unit;
- 1 duplex.

Mayor Kidd inquired if there were any members of the public who wished to speak to this project based on being impacted by the disposal of these lands. No one provided any comments.

Mayor Kidd inquired if there were any questions or comments from Council. Council members had no inquiries or comments.

Karen Beauchamp indicated that the next steps include Council consideration of a resolution to declare the lands surplus at the March 3, 2015 Regular meeting of Council; letters to abutting property owners to outline the project and release of an RFP to secure contractors/individuals for the development of the projects.

Mayor Kidd thanked Karen for her presentation and declared the public meeting to be closed and advised that Council will give due consideration to all information received.

8. Question and Answer Period

None.

9. Presentations / Delegations

- a) Community Living Temiskaming South – Kayla Marwick and Dan Lavigne

Re: “Spread the Word to end the Word”

Spokespersons Kayla Marwick and Dan Lavigne outlined that they are here to “Spread the Word to end the Word” as it is time stop and think of the use of the R-word “Retard” or “Retarded”. The use of R-word is harmful whether intended or not and is a form of bullying.

The use of this word is just as cruel and offence as any other slur. Kayla and Dan requested that Council declare Wednesday, March 4, 2015 as “Spread the Word to End the Word” day. The official website for their initiative is www.r-word.org

Councillor McArthur congratulated them for their presentation and highlighted some of the achievements of Community Living in our area. Kayla Marwick thanked Council for their time and presented Mayor Kidd with a T-shirt with the slogan “Spread the Word to end the Word”.

10. Communications

- a) Jeff Leal, Minister – Ministry of Agriculture, Food and Rural Affairs

Re: Response Letter to Resolution No. 2015-029 “Request to the Province – Assistance for Temiskaming Crop Farmers

Reference: Received for information

- b) Autism Ontario’s Raise the Flag Committee – Autism Ontario

Re: Request to “Raise the Flag” on April 2, 2015 and proclamation of April 2nd as World Autism Awareness Day

Reference: Received for information

- c) Murray Walton, Owner – New Liskeard Sheet Metal Works Ltd.
Re: Request for Speed Limit Reduction on Lakeshore Road South
Reference: Referred to the Director of Public Works for a response

- d) Federation of Northern Ontario Municipalities - FONOM
Re: January Newsletter 2015
Reference: Received for information

- e) Federation of Northern Ontario Municipalities - FONOM
Re: FONOM Recognizes the Support of FedNor in the North – News Release
Reference: Received for information

- f) Roger De Gannes, Head, Traffic Operations – Ministry of Transportation
Re: Consultation on Ontario’s Default Speed Limit
Reference: Received for information

- g) Caroline McBride, Public Health Dietitian – Timiskaming Health Unit
Re: 2014 Cost of Eating Well Report
Reference: Received for information

- h) Denis Lemelin, National President – Canadian Union of Postal Workers
Re: Request for Support to Save Canada Post
Reference: Received for information
Note: Support provided previously through Resolution No. 2014-187

- i) Jean-Claude Carriere, Community Project Officer – ACFO-Témiskaming
Re: Work Session to Build Ties Among Us Invitation and Agenda
Reference: Received for information

- j) Allan Doheny, Assistant Deputy Minister – Ministry of Finance
Re: Municipal Tax Flexibility – Special Purpose Business Property Assessment Review
Reference: Referred to the Treasurer

- k) Anita Blaquiere, Local Area Manager – Canada Post
Re: Elimination of Saturday Service at the Haileybury Post Office
Reference: Received for information

- l) Rhonda Latendresse, Executive Director – Seizure & Brain Injury Centre
Re: Request for Proclamation – March as Epilepsy Awareness Month
Reference: Received for information

- m) Temagami Forest Tenure and Governance Report – 3 consultants
Re: Executive Summary - Recommendation
Reference: Motion to be presented

- n) André Marin, Ombudsman – Ombudsman Ontario
Re: 2013-2014 Open Meeting Law Enforcement Team (OMLET) Report
Reference: Received for information

- o) Andrew Eamer, Commander – Ontario Provincial Police

Re: Accountability and Reporting Transparency to Police Services Boards

Reference: Referred to the Police Services Board

Resolution No. 2015-132

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2015-133

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

- a) Minutes of the District of Timiskaming Social Services Administration Board meeting held on January 14, 2015;
- b) Minutes of the Temiskaming Municipal Association meeting held on February 5, 2015; and
- c) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on January 21, 2015.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2015-134

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

- a) Minutes of the Waste Management Advisory Committee meeting held on January 27, 2015;
- b) Minutes of the Recycling Committee meeting held on January 15, 2015;
- c) Minutes of the Building Services Committee meeting held on January 15, 2015;
- d) Minutes of the Corporate Services Committee meeting held on January 26, 2015;
- e) Minutes of the Corporate Services Committee meeting held on January 27, 2015;
- f) Minutes of the Protection to Person and Property Committee meeting held on January 29, 2015; and
- g) Minutes of the OCWA Consultation meeting held on January 15, 2015.

Carried

13. Reports by Members of Council

Mayor Kidd outlined that the Temiskaming Mayors Action Group (TMAG) met and discussed a number of issues including MPAC assessments, update on the Earlton Airport, Trans Canada Energy East project and establishment of a committee to review the potential of two-tiered government system in Timiskaming region.

Councillor Whalen outlined that he has been elected Chair for Timiskaming Municipal Association and one of the projects is to review service delivery.

14. Notice of Motions

None

15. New Business

- a) **Proclamation – March 4, 2015 as “*Spread the Word to End the Word*”**
Consideration requested by Councillor McArthur

Resolution No. 2015-135

Moved by: Councillor McArthur
Seconded by: Councillor Laferriere

Whereas the terms “mental retardation” or “mentally retarded” were medical terms with a specifically clinical connotation; however, the forms “retard” and “retarded” (the Word) have been used in today’s society to degrade and insult people with intellectual disabilities; and

Whereas use of the Word reinforces painful stereotypes of people with intellectual disabilities being less valued members of humanity; and

Whereas, Timothy Shriver, Chairman of Special Olympics and co-founder of “Spread the Word to End the Word” has stated “Everyone has a gift and the world would be better off if we recognized it”; and

Whereas “Spread the Word to End the Word” is an ongoing international effort by Special Olympics, Best Buddies and various supporters to inspire respect and acceptance through raising the consciousness of society about the R-word.

Now therefore be it resolved that Council of the City of Temiskaming Shores does hereby proclaim March 4, 2015 as **“Spread the Word to End the Word”** in the City of Temiskaming Shores.

Carried

b) Declaration of Surplus Land – Seton Street

Resolution No. 2015-136

Moved by: Councillor Foley
Seconded by: Councillor Hewitt

Whereas Section 1.9 of Schedule “A” to By-law No. 2004-031 as amended - Procedural Policy for the Disposal of Municipal real property, states Council must declare property as surplus through resolution prior to disposal; and

Whereas Section 3.7 of Schedule “A” to By-law No. 2004-031 as amended, states that a minimum of five (5) days notice of a proposed sale shall be given to the public including a brief description, legislative requirements and the pertinent dates that Council will consider the matter; and

Whereas public notice was placed in the Temiskaming Speaker on January 21, 2015 of Council’s intent to sell municipal real property.

Now therefore be it resolved that Council of the City of Temiskaming Shores declares the following lands to be surplus to the municipality's needs:

Subject Land: Lots 138, 139, 150, 151, 162, 163 and 175 on Plan M-105 N.B. being Parcel 7719 SST and Lot 174 on Plan M-105 N.B. being Parcel 613 NND.

Carried

c) Earlton-Timiskaming Regional Airport Joint Municipal Services Board – Future of Regional Airport

Resolution No. 2015-137

Moved by: Councillor Hewitt

Seconded by: Councillor Whalen

Whereas the Earlton-Timiskaming Regional Airport Joint Municipal Services Board (MSB) made a presentation on January 24, 2015 regarding the future of our Regional Airport; and

Whereas the following two options have been presented for consideration by the member municipalities of the MSB:

- a) Incorporate the Municipal Services Board as a Non-Profit Corporation and transfer the assets of the airport from the Township of Armstrong to the Non-Profit Corporation.
- b) Maintain the current operations and create a more formal agreement between the supporting municipalities for the MSB with ownership of the assets remaining with the Township of Armstrong; and

Whereas the MSB has requested that each Council pass a motion indicating its preferred option for further investigation.

Now therefore be it resolved that the Corporation of the City of Temiskaming Shores hereby endorses **Option A** for further investigation by the Earlton-Timiskaming Regional Airport Joint Municipal Services Board and that a copy of their findings be presented back to the member municipalities of the MSB at the conclusion of their investigation.

Carried

d) Temagami Forest Tenure and GovernanceResolution No. 2015-138

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Whereas the Temagami Forest is the only large Ontario forest that has always been managed by the Crown, however the Ministry of Natural Resources and Forests' (MNR) Transformation Initiative has re-organized MNR functions and staffing templates so that the North Bay District no longer has the mandate or staff time to manage the forest; and

Whereas an Advisory Team was established to consider the advantages and drawbacks of various tenure and management options for the Temagami Forest; and

Whereas ArborVitae Environmental Services Ltd, CMC Ecological Consultants and Westwind Forest Stewardship Inc. assisted by the Advisory Team and the facilitator, developed estimates of the costs and revenues associated with each option; and

Whereas the consultants recommended that the Temagami Tenure Modernization Initiative Advisory Team request that MNR support the transition of the Temagami Forest from a Crown managed forest to a stand-alone licensed forest.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the recommendation to have the Temagami Forest managed by a new corporate entity with modern governance to be recommended by the Temagami Tenure Modernization Initiative Advisory Team.

Carried**e) Administrative Report CGP-007-2015 – Canadian Heritage River System - Ottawa River / Lake Temiskaming**Resolution No. 2015-139

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

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

That Council supports the designation of the Ottawa River including Lake Temiskaming as part of the Canadian Heritage River System; and

That Council directs staff to prepare and forward a resolution to the Ottawa River Heritage Designation Committee; John Vanthof, M.P.P. for Timiskaming-Cochrane; Jay Aspin, M.P. for Nipissing-Timiskaming; and other communities along the Ottawa River.

Carried

f) Designation of Ottawa River and Lake Temiskaming as part of the Canadian Heritage River System

Resolution No. 2015-140

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Whereas The Canadian Heritage Rivers System Charter states that rivers are a priceless and enduring part of Canada's national heritage and identity; and

Whereas participating governments on the Canadian Heritage Rivers Board have agreed to renew and strengthen their participation in the Canadian Heritage Rivers System; and

Whereas the former Towns of Haileybury and New Liskeard, now forming part of the City of Temiskaming Shores along with several other municipalities along the Ottawa River have, since 2001, been trying to have the Ottawa River and Lake Temiskaming designated under the Canadian Heritage Rivers System; and

Whereas in 2007, the Ontario Minister of Natural Resources signed the designation document on behalf of the Province of Ontario.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby petitions the Minister of the Environment Canada to designate the Ottawa River and Lake Temiskaming under the Canadian Heritage Rivers System; and

Further be it resolved that a copy of this resolution be forwarded to John Vanthof, MPP for Timiskaming-Cochrane; Jay Aspin, MP for Nipissing-Timiskaming and municipalities located along the Ottawa River.

Carried

g) Administrative Report CGP-005-2015 – Zoning By-law Amendment: Accessibility Upgrades

Resolution No. 2015-141

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

That Council agrees to amend the provisions of the Township of Dymond Zoning By-law 984, the Town of New Liskeard Zoning By-law 2233, and the Town of Haileybury Zoning By-law 85-27 to permit the construction of accessible ramps and lifts with no minimum setback requirements and exempt from inclusion in building area/lot coverage calculations; and

That Council directs staff to prepare the necessary by-laws to amend the Township of Dymond Zoning By-law No. 984, the Town of New Liskeard Zoning By-law No. 2233, and the Town of Haileybury Zoning By-law No. 85-27, for consideration at the March 3, 2015 Regular Council Meeting.

Carried

h) Memo 002-2015-CS – Council Remuneration and Expenses

Resolution No. 2015-142

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

That Council confirms its review of Council Remuneration and Expenses in accordance with Section 283 (7) of the Municipal Act, 2001; and

That Council hereby directs staff to prepare the necessary by-law to deem 1/3 of the remuneration paid to members of Council and its local boards as expenses incidental to the discharge of their duties for the December 1, 2014 to November 30, 2018 Term of Council; and

Further that the said by-law be presented for consideration at the February 17, 2015 Regular Council meeting.

Carried

i) Administrative Report CS-008-2015 – Cemetery Fees

Resolution No. 2015-143

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-008-2015; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-039 (Fees By-law) to replace the table entitled Cemetery Services Price List contained in Schedule “B” with the price list contained in Appendix 02 to Administrative Report No. CS-008-2015 for consideration at the February 17, 2015 Regular Council meeting.

Carried

j) Administrative Report CS-009-2015 – Mileage Rate

Resolution No. 2015-144

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Carried

k) Administrative Report CS-007-2015 – Lease Agreement – Big Scoops

Resolution No. 2015-145

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-007-2015;

The Council directs staff to proceed with the necessary upgrades to the Spur Line Concession as part of the City’s Waterfront Expansion Project at an estimated cost of \$18,000; and

That Council directs staff prepare the necessary by-law to enter into a lease agreement with Big Scoops for the use of the Spur Line Concession for consideration at the March 3, 2015 Regular Council meeting.

Deferred

Resolution No. 2015-146

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby defers Resolution No. 2015-145 in regards to Administrative Report CS-007-2015 – Lease Agreement – Big Scoops to the March 3, 2015 Regular meeting of Council pending further review by staff.

Carried

l) Memo 002-2015-PPP – Air Compressor Maintenance – Kenabeek Fire Department

Resolution No. 2015-147

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo 002-2015-PPP; and

That Council hereby directs staff to prepare the necessary by-law to enter into an agreement with the Kenabeek Fire Department to permit the recharging of Self Contained Breathing Apparatus (SCBA) cylinders for consideration at the February 17, 2015 Regular meeting of Council.

Carried

m) Administrative Report No. PPP-001-2015 – Appointment of District Chief

Resolution No. 2015-148

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

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

That Council hereby appoints Ian Mackey as Volunteer District Chief to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

Carried

n) **Memo 001-2015-PW – By-law No. 2015-021 Solid Waste Management – 3rd Reading**

Resolution No. 2015-149

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

That Council acknowledges that the thirty (30) day public consultation period ended on February 16, 2015 which resulted in no public comments;

That Council acknowledges the minor modifications made to By-law No. 2015-021 based on feedback from the Ministry of Attorney General and Regional Senior Justice and internal Departments; and

That Council directs staff to incorporate the minor modifications to permit consideration of Third and Final Reading of By-law No. 2015-021 at the February 17, 2015 Regular Council meeting.

Carried

o) **Administrative Report No. RS-002-2015 – 2015 Marina Fee Schedule**

Resolution No. 2015-150

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 RS-002-2015;

That Council approves the 2015 Marina Fee Schedule as presented in Appendix 01 to the report and directs staff to incorporate the fees into the 2015 Operating Budget; 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 Council meeting.

Carried

p) **Administrative Report No. RS-003-2015 – Pete’s Dam Park Bridge**

Resolution No. 2015-151

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-003-2015;

That Council directs staff to submit a Project Report to the Ontario Community Infrastructure Fund (OCIF) Formula Component utilizing the funding amount of \$75,684.00 for the Pete's Dam Bridge project; and

That Council pre-approves the purchase and installation of a pedestrian bridge at Pete's Dam in the amount of \$110,000 plus HST from Miller Paving Limited as part of the 2015 Capital Budget.

Carried

16. By-laws

Resolution No. 2015-152

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2015-043 Being by-law for the Adoption of Regulations and Guidelines for the Carter Antila Memorial Skate Park

By-law No. 2015-044 Being a by-law to authorize a Collective Agreement between The Corporation of the City of Temiskaming Shores and the Canadian Union of Public Employees (CUPE) and its Local 5014

By-law No. 2015-045 Being a by-law with respect to Remuneration and Expenses for members of Council and its local boards for the period of December 1, 2014 to November 30, 2018

By-law No. 2015-047 Being a by-law to enter into an Agreement with the Kenabeek Fire Department for the filling of Self Contained Breathing Apparatus (SCBA)

By-law No. 2015-048 Being a by-law to amend By-law No. 2012-039 (Departmental User Fees) to adopt revised Cemetery Fees

be hereby introduced and given first and second reading.

Carried

Resolution No.2015-153

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2015-021 Being a by-law to establish a system for the Collection and Disposal of Garbage, Recyclables and other Refuse

By-law No. 2015-043;

By-law No. 2015-044;

By-law No. 2015-045;

By-law No. 2015-047; and

By-law No. 2015-048;

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

Carried

Resolution No. 2015-154

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

By-law No. 2015-046 Being a by-law to amend By-law No. 2012-039, (Departmental User Fees) to adopt revised fees for Bucke Park and the Municipal Marinas

be hereby introduced and given first and second reading.

Carried

17. Schedule of Meetings

- a) Regular Meeting of Council – Tuesday, March 3, 2015 at 6:00 p.m.

- b) Special Meeting of Council – Tuesday, March 10, 2015 at 6:00 p.m.
- c) Regular Meeting of Council – Tuesday, March 17, 2015 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2015-155

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 7:40 p.m. to discuss the following matters:

- a) Adoption of the February 3, 2015 – Closed Session Minutes
- b) Under Section 239 (2) (b) of the Municipal Act, 2001 – Identifiable Individual – Confidential Administrative Report No. CS-005-2015

Carried

Resolution No. 2015-156

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that Council of the City of Temiskaming agrees to rise with report at 8:12 p.m.

Carried

- a) **Adoption of the February 3, 2015 – Closed Session Minutes**

Resolution No. 2015-157

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council approves the February 3, 2015 Closed Session Minutes as printed.

Carried

b) Under Section 239 (2) (b) of the Municipal Act, 2001 – Identifiable Individual – Confidential Administrative Report No. CS-005-2015

Council provided direction to staff in Closed Session.

20. Confirming By-law

Resolution No. 2015-158

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2015-049 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held **February 10, 2015** and its Regular Meeting held on **February 17, 2015** are hereby introduced and given first and second reading.

Carried

Resolution No. 2015-159

Moved by: Councillor McArthur
Seconded by: Councillor Foley

Be it resolved that By-law No. 2015-049 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2015-160

Moved by: Councillor Laferriere
Seconded by: Councillor Whalen

Be it resolved that City Council adjourns at 8:13 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



For immediate release:

FONOM Attends Northern Leaders' Dialogue

February 13, 2015 - Kapuskasing, ON - The Federation of Northern Ontario Municipalities (FONOM) attended the Northern Leaders' Dialogue in Sault Ste. Marie along with other municipal and Aboriginal leaders to discuss issues affecting the north as well as the Growth Plan for Northern Ontario.

The meeting of northern leaders was organized by the Ministry of Northern Development and Mines whose attendance included Minister Michael Gravelle and Deputy Minister David de Launay. Also in attendance was the Minister of Government and Consumer Services, David Oraziotti who is the MPP for Sault Ste. Marie.

The northern leaders were provided updates on a number of strategies developed from the Growth Plan for Northern Ontario. These strategies included the multi-modal transportation strategy which encompasses the entire transportation system including air, rail, road and marine and economic sector strategies, specifically mining and agriculture.

"FONOM shares the sentiment that the meetings were positive and collaborative in nature. We understand that working together will benefit us all as we move forward," says Mayor Alan Spacek of Kapuskasing and President of FONOM. "It is evident northern Ontario is an important component of Ontario's economy to the Premier and her Cabinet. We will continue to communicate with the province as well as grow our relationship with our First Nations neighbours," continued Spacek.

FONOM looks forward to seeing the Growth Plan for Northern Ontario continue to guide the development of strategies and initiatives that will benefit all of northern Ontario.

For More Information:

Mayor Al Spacek,
President of FONOM
705 335 0001



The Federation of Northern Ontario Municipalities

For immediate release:

Bill 52 Won't Protect Real Victims of SLAPP Suits in Ontario

February 19, 2015 – Kapuskasing, ON - The Ontario Government's proposed 'Protection of Public Participation Act' doesn't actually protect public participation and in fact simply creates more work for lawyers says the Federation of Northern Ontario Municipalities (FONOM).

"MPPs from all parties support legislation that will genuinely protect people from being shut out of public participation out of fear of legal action. What Members said in the legislature and that this bill does not address, is the fact that even being able to threaten someone with a SLAPP suit (strategic lawsuit against public participation) is enough to shut some people down, because they can't afford a lawyer to defend themselves," said Al Spacek, President of FONOM.

According to the Attorney General "...the bill aims to protect expression of matters of public interest. What the bill would do is let a court review lawsuits brought against such expression at an early stage. It would then be up to the court to decide whether the expression at issue is likely to cause serious harm. If so, the court may allow the lawsuit to continue in the normal course of litigation." (Hansard, December 10, 2014 – Second Reading Debate of Bill 52)

FONOM has called for the Attorney General to amend the legislation to require the party initiating the lawsuit to submit their proposed lawsuit to an officer of the court, prior to it being filed, to ensure that no innocent party is caught up in an unfair lawsuit that is designed to prevent public participation. This would ensure public participation is protected from even the threat of a lawsuit, as opposed to the Government's solution, which is would still force someone to ring up a legal bill defending themselves.

If Bill 52 became law, individuals like the mom in rural Ontario who was sued by a massive energy company for mocking their corporate identity, while opposing a project she believed would harm her children, would still be forced to represent themselves against Bay Street lawyers or try to string together the resources to hire a lawyer to defend her. In that case, the company suing her has made it clear they will seek financial damages and donate the proceeds to the United Way. The mother has since uprooted her family and left the province.

FONOM

The Federation of Northern Ontario Municipalities

“We do need legislation that protects public participation in a meaningful way, and this legislation doesn’t do that. As written, it empowers those who are being sued to ring up legal bills for their victims by forcing them to participate in this extra process, and in the case where the person being sued is innocent, it forces them to hire a lawyer to prove it,” said Spacek.

For More Information:

Mayor Al Spacek
President, FONOM
705 335 0001

FONOM

The Federation of Northern Ontario Municipalities

For immediate release:

FONOM Calls on Attorney General to Consider Proposed Changes to Bill 52

February 20, 2015 – Kapuskasing, ON - The Federation of Northern Ontario Municipalities (FONOM) has attempted to engage in a constructive dialogue with a number of Ministries related to the impacts Bill 52 will have on the Northern Ontario economy if introduced. In December, FONOM shared some draft proposals with the government for consideration.

They included:

- Changing the legislation so legal action resulting from public participation would need to be reviewed by a judicial officer or other provincially appointed expert, prior to being filed to ensure that no one is forced to defend themselves against a baseless charge that amounts to a SLAPP suit (strategic lawsuit against public participation) in the first place.
- If the legislation is to continue as currently designed, FONOM supports targeting the bill specifically to apply to volunteers and small community organizations with annual budgets of less than \$100,000.

“As municipal leaders, we want to be clear that we support ensuring citizens can safely engage in the democratic process without risk of harm to them as a result of that engagement. When reviewing the transcripts from the debates on this legislation from the last parliament, it was clear that MPPs from all sides identified the threat of a SLAPP suit as being enough to silence people from participating,” said Mayor Al Spacek, President of FONOM.

“The changes we are proposing would require someone seeking to take legal action because of public participation to first have their case reviewed by an officer of the court or someone appointed by the province. This would stop SLAPP suits before they are filed, meaning the threat of being sued would be less potent in curtailing public participation. The current bill lets SLAPP suits get filed, and forces defendants to spend money to prove it is a SLAPP. For that reason, this legislation is fatally flawed as written and will not achieve the province’s objective without changes.

FONOM

The Federation of Northern Ontario Municipalities

FONOM is deeply concerned by the types of environmental non-governmental organizations (eNGOs) that are supporting the proposed legislation as it includes many that have shown a disregard for facts, the way of life in Northern Ontario and who benefit financially from attacking our resource sectors. Many of the eNGOs that support this legislation are documented to have either received grants from foreign sources to attack our economy, or fundraise off of the hardship they create for others.

FONOM is urging the province to consider changes to the legislation and further engage in a dialogue with Northern municipalities prior to resuming debate on this legislation when the House returns this month.

For More Information:

Mayor Al Spacek,
President of FONOM
705 335 0001

**Ministry of Agriculture,
Food and Rural Affairs**

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



Office of the Minister

77 Grenville Street, 11th Floor
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Tel: (416) 326-3074
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Bureau du ministre

77, rue Grenville, 11^e étage
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February 6, 2015

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

Dear Mayor Kidd:

I am pleased to share news with you regarding the 2015 Premier's Award for Agri-Food Innovation Excellence program and to encourage you to share this information in your municipality.

The Premier's Award for Agri-Food Innovation Excellence program was created to recognize and foster the spirit of innovation that thrives in Ontario's agricultural sector. It encourages the development of rural communities, farms, agri-food processors and agri-food organizations by adding value to existing products, creating jobs and driving economic growth.

Each year the program recognizes up to 45 award winning innovations across the province valued at \$5,000 each. In addition, there is a Premier's Award valued at \$75,000, a Minister's Award valued at \$50,000, and three Leaders in Innovation awards valued at \$25,000 each. All award recipients receive a plaque, a gate sign and use of the Premier's Award program wordmark.

Primary producers, processors or agri-food organizations are invited to submit applications between February 6, 2015 and April 10, 2015. Details on eligibility, innovation categories, assessment criteria, the application and selection processes can be found in the enclosed 2015 Program Guidebook and Application Form or at www.ontario.ca/agrifoodinnovation.

I ask that you encourage outstanding agriculture and agri-food innovators to submit an application by the **deadline** of 5:00 p.m. on April 10, 2015. Should you require additional information please contact the Agricultural Information Contact Centre at 1-877-424-1300 or www.ag.info.omafra@ontario.ca.

.../2

I have also enclosed a copy of a brochure that highlights the recipients of the 2014 program for the Premier's Award for Agri-Food Innovation Excellence.

I look forward to learning about agri-food innovations in your municipality.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Leal', with a stylized flourish at the end.

Jeff Leal
Minister of Agriculture, Food and Rural Affairs

Enclosure

Ministry of the
Attorney General

Office of the Associate
Deputy Minister

McMurtry-Scott Building
11th Floor
720 Bay Street
Toronto ON M7A 2S9

Tel: (416) 327-4452

Ministère du
Procureur général

Bureau du sous-ministre
associé

Édifice McMurtry-Scott
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720, rue Bay
Toronto ON M7A 2S9

Tél.: (416) 327-4452



February 20, 2015

Christopher W. Oslund
City Manager
City of Temiskaming Shores
coslund@temiskamingshores.ca

Dear Mr. Oslund:

I am writing to inform you of the government's next steps in its plans for building a stronger and more accessible justice system.

As you know, Attorney General Madeleine Meilleur recently launched *Better Justice Together*, a four-year strategy aimed at making the justice system more accessible for all Ontarians.

Among the key components of this plan is a commitment to seek innovative, evidence-based ways to improve front-line services by modernizing and streamlining processes and improving efficiency in our courts. Given the complexity and expense of the current process for resolving Provincial Offences Act (POA) disputes, the ministry is now exploring opportunities to modernize that system as a way to help achieve our access to justice goals.

This exploration of the POA reform initiative has been guided in part by the findings of a 2011 [report](#) by the Law Commission of Ontario. The result of an in-depth consultation and extensive literature review, the report recommended that the government study shifting POA infractions from the courthouse to an administrative monetary penalty system.

According to the commission, an administrative monetary penalty system would allow infractions to be processed quickly while court resources would be reserved for the most complex, serious matters – where they can have the greatest impact.

Through the public consultation process, the ministry will seek input from justice sector partners and the public on the merits of introducing an online administrative monetary penalty system for regulatory infractions in Ontario.

The consultation period is expected to begin **the first week of March 2015 and last approximately six weeks**. A document outlining the issues the ministry wants to explore through this consultation and instructions for submitting comments will be available at **ontario.ca/mag**

I invite all of our municipal partners to participate in this consultation. Your perspectives and expertise will be essential to ensuring that any new system we develop is fair, effective, and meets your needs.

Sincerely,



Mark Leach
Associate Deputy Minister
Ministry of the Attorney General



VIA Email

February 26, 2015

Dear Colleagues,

Re: Applying a human rights lens in zoning, licensing and municipal decision-making

As new and returning mayors, councillors and elected officials, you play a central role in ensuring that municipal processes and decisions respect the human rights of all community members. The Ontario Human Rights Commission (OHRC) has worked for several years with governments, experts and community partners to increase human rights compliance in housing, land use and licensing. I'm writing to share some positive developments in these areas, and to point out some OHRC resources that can help you make your community more inclusive.

In 2014, Toronto and Smiths Falls removed minimum separation distance (MSD) and other zoning restrictions for group homes, as part of human rights settlements with the Dream Team, a mental health consumer-survivor group. This follows similar moves by Sarnia in 2011 and Kitchener in 2012. In each case, there was no planning justification for MSDs. In fact, Toronto's own external planning expert recommended they be removed because they contravened the *Human Rights Code*.

Over the past few years, several other municipalities have recognized their human rights obligations by preventing or removing zoning, licensing and other barriers to housing and services (such as methadone clinics) that are needed by *Code*-identified groups.

The Ministry of Municipal Affairs and Housing has also reinforced the requirement to meet *Human Rights Code* obligations in municipal work by adding human rights language to two key resources:

- Section 3 of the *Municipal Councillor's Guide 2014* [www.mah.gov.on.ca/AssetFactory.aspx?did=4965] now refers to *Code* protections
- Section 4.6 of the 2014 Provincial Policy Statement under the *Planning Act* [www.mah.gov.on.ca/Page10679.aspx] now states that the PPS shall be implemented in a way that is consistent with the *Code* and the *Charter of Rights and Freedoms*.

Also in 2014, several Ontario planning schools and organizations added human rights content to courses and ongoing professional education. We continue to work with them to ensure that new graduates and practicing planners incorporate human rights principles in their work.

The OHRC provides several tools to help elected officials, staff and advocates improve human rights in housing, planning, licensing and other municipal decisions.


- Our municipal guides, *In the zone: Housing, human rights and municipal planning* [www.ohrc.on.ca/en/zone-housing-human-rights-and-municipal-planning]; and *Room for everyone: human rights and rental housing licensing* [www.ohrc.on.ca/en/room-everyone-human-rights-and-rental-housing-licensing] identify human rights risks and best practices in zoning and licensing.
- Our *Neighbourhood housing tip sheet* [www.ohrc.on.ca/en/neighbourhood-housing-tip-sheet-fact-sheet] offers suggestions for responding to community concerns about affordable supportive and rental housing, including discriminatory opposition that is based on stereotypes, assumptions and misinformation about people or the impact on the neighbourhood.
- Municipalities can also spread the message about human rights in housing by sharing our landlord and tenant brochures, fact sheet on fair rental housing ads, and *Policy on human rights and rental housing* with community members and organizations.

These publications are available in both English and French on our website at www.ohrc.on.ca/en/social_areas/housing. To order printed copies, email us at communications@ohrc.on.ca.

Municipalities are the level of government that is closest to the daily lives of people across Ontario. The decisions you make can have an immediate impact on the human rights of your residents. I challenge you to look at your planning, bylaws and decision-making processes, and to apply a human rights lens to help your neighbourhoods and communities be supportive, welcoming places for everyone to call home.

If you would like more information on human rights, municipal decision-making and housing, please contact Jacquelin Pegg at 416-326-9863 or via email at jacquelin.pegg@ohrc.on.ca.

Yours truly,



Barbara Hall, B.A., LL.B., Ph.D. (hon.)
Chief Commissioner

NEWS RELEASE Communiqué

John Vanthof
MPP/Deputé
Timiskaming-Cochrane

New Liskeard Office/Bureau
247 Whitewood Ave., Box 398
Pinewoods Centre, Unit 5
New Liskeard, ON P0J 1P0
Phone: (705) 647-5995
Toll Free: 1-888-701-1105
Fax: (705) 647-1976
Email/Courriel:
jvanthof-co@ndp.on.ca

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Kirkland Lake, ON P2N 3H7
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LiseB@ndp.on.ca

Working for you in
Timiskaming-Cochrane!

Travailler pour vous dans
Timiskaming-Cochrane!



Government announces regulatory review after unanimous passage of Vanthof's off-road vehicles bill

February 25, 2015

QUEEN'S PARK – One week after Ontario's Legislative Assembly unanimously passed John Vanthof's Bill 46 to allow side-by-sides and two-up off-road vehicles on provincial highways, the government today announced a review of the regulations concerning off-road vehicles.

"This is one more step in the long road to get the Liberals to recognize the needs of people in rural and northern Ontario," said Vanthof. "The government is finally realizing that off-road vehicles have changed, and the rules for off-road vehicles need to change with them."

Currently, only handlebar-driven All-Terrain Vehicles with one seat can legally be driven on the shoulders of provincial highways, putting Ontario out of step with provinces like Quebec that have long allowed multi-passenger off-road vehicles on highways. This restriction means popular ATV categories like side-by-sides and two-ups face barriers when using recreational trails that cross provincial roads. Similar barriers are faced by workers in side-by-side Utility Task Vehicles who need to use the highway shoulder in order to access their worksites.

Vanthof's bill would mean multi-passenger off-road vehicles would be regulated in the same way as single-rider ATVs.

"The rules for off-road vehicles need to reflect the reality in northern and rural Ontario, where people now use side-by-sides and two-ups as part of their daily work routine and for leisure," Vanthof said. "Someone driving their side-by-side from their home to their worksite should not risk being charged just because their machine has room for two passengers."

"We are closer than ever to victory, but we need to keep the pressure up. I urge all riders of side-by-sides and two-ups to take part in this review, and make sure you're heard by the government," said Vanthof.

To participate in the Ministry of Transportation's Public Review process, the general public is welcome to provide feedback and commentary to the Ministry by April 13, 2015.

The posting and feedback forms can be found at the following links:

English Posting Link: <http://ontario.ca/b8h8>

French Posting Link: <http://ontario.ca/b8h9>

All comments can be submitted directly by email (SPEB@ontario.ca) or submitted in writing to the following address:

Safety Policy and Education Branch
Ministry of Transportation
1201 Wilson Avenue
Building "A", Room 212
Downsview, ON M3M 1J8

For more information, as well as to access copies of the Off-Road Vehicle Safety Review public feedback forms, please call the New Liskeard MPP Constituency Office (1-888-701-1105), or visit www.johnvanthof.com.

FONOM

The Federation of Northern Ontario Municipalities

For immediate release:

FONOM Meets with the Provincial Cabinet at ROMA/OGRA

February 24, 2015 - The Federation of Northern Ontario Municipalities (FONOM) met with members of the Provincial Cabinet yesterday at the Rural Ontario Municipal Association (ROMA)/Ontario Good Roads Association (OGRA) Combined Conference in Toronto.

FONOM was delighted and impressed with the number of government representatives that participated in the meeting which included the Minister of Northern Development and Mines, Minister of Natural Resources and Forestry, Minister of Municipal Affairs and Housing, Minister of Economic Development, Employment and Infrastructure, Minister of Health and Long-Term Care, Minister of Agriculture, Food and Rural Affairs, Minister of Government and Consumer Services, Minister of Transportation, Minister of Community Safety and Correctional Services, Parliamentary Assistant to the Minister of Municipal Affairs and Housing, Parliamentary Assistant to the Minister of Energy and Parliamentary Assistant to the Minister of Finance.

FONOM brought forward a range of issues for discussion including opportunities for the utilization of Crown land for economic development, protecting northern industries by amending the Protection of Public Participation Act, development of a long-term plan to four-lane across northern Ontario, and to increase the number of residency program positions within the Northern Ontario School of Medicine which has been integral to the supplying of physicians to northern Ontario.

“The multi-minister delegation provided an excellent opportunity for FONOM to meet with several senior government officials to discuss issues affecting the north,” says Mayor Alan Spacek of Kapuskasing and President of FONOM. “We are thrilled that we are being heard across several ministries.”

For More Information:

Mayor Alan Spacek,
President of FONOM
705 335 0001



Feb. 18, 2015

Carman Kidd, Mayor
325 Farr Drive
Haileybury, ON
P0J 1K0

Dear Carman Kidd:

RE: OPSEU calls for paramedic priority response during medical emergencies

The Ontario Public Service Employees Union (OPSEU) represents approximately 2100 paramedics who proudly serve the citizens in twenty Ontario communities.

Paramedics are governed by the Ambulance Act and its regulations with medical oversight and authority by a Base Hospital as dictated by the Ambulance Act.

Paramedics are highly skilled and trained to meet the medical needs of the citizens in your communities.

Paramedics are the medical authority on all pre-hospital medical emergencies and provide often-required lifesaving skills from the point of patient contact to the transfer of care at the receiving medical facility.

In November of last year, the Ontario Professional Firefighters Association (OPFFA) was at Queen's Park lobbying for a legislative change that would allow for fire medics and a standardized tiered response agreement for all communities serviced by OPFFA members.

In 2002 and 2010 the fire medic model was a municipal election platform in Owen Sound and in Toronto. In both instances it was not endorsed and the supporting candidates were not elected.

Over the coming months we will be communicating with you via email. It is our hope that you will read our correspondence and that it will stimulate a meaningful discussion, as it will contain excerpts from provincial studies which contradict the OPFFA's assertion that firefighters should be responding to all Code 4 medical calls and their position on a need for a fire medic model.

...over



As an elected official, OPSEU wants to ensure that you have relevant information on these two issues. It is OPSEU's position that both a standardized tiered response agreement and a fire medic model have the potential to increase costs for Upper Tiered Municipalities, without realizing a measurable improvement to patient care or outcome.

"AMEMSO¹ urban members like Hamilton, Toronto, Ottawa, Peel, York and Durham each deal with Code 4 call volumes that would generate annual multi-million dollar marginal cost impacts (i.e. fuel, medical supplies, fire fighter injury downtime, added training costs) for their respective Fire services. Million dollar impacts could result for Fire services associated with other moderate-sized AMEMSO urban EMS services."²

On behalf of the OPSEU Paramedics proudly serving your communities,

A handwritten signature in black ink, appearing to read "Warren Thomas".

Warren (Smokey) Thomas
President, the Ontario Public Service Employees Union (OPSEU)

A handwritten signature in black ink, appearing to read "Jamie Ramage".

Jamie Ramage
Chair, OPSEU Ambulance Division
ramagerider@sympatico.ca

1 AMEMSO - Association of Emergency Medical Services of Ontario
2 Performance Concepts Consulting (2011). *INFORMING THE PUBLIC DIALOGUE AROUND MEDICAL TIERED RESPONSE IN ONTARIO, An Independent Evidence-Based Review.*

Meeting in Earlington (local Mayors)

Below are comments and concerns raised at the Oct 2014 TEMAG meeting in Earlington.

Assessment System

- The assessment process is a challenge because I live in a community where the assessments are historically low. Significant issue is rent collected is often the same as the house is assessed at (taxes).
- Reassessed the entire town of Kirkland Lake (residential) but MPAC forgot to look at multi-residential. This makes taxpayer's angry; want MPAC to keep up with trends.
- There are some houses that are valued in the range of \$10,000; therefore the tax rate is really high, this results in no one wanting to build new or do improvements. Nobody will build a new house in Cobalt due to 2% res tax rate.
- Real discrepancy between residential homes.
- Market value should be straight forward, what constitutes the value. Need straight forward information on how we assessed.
- MPAC re-assessed and not one thing changed; felt MPAC is just going through the motions.
- Need terminology, example of economical and functional obsolescence.
- Explaining how properties are taxed is always a challenge, people look at the taxes for an \$800,000 in TO and compare, the town has to explain how it works.
- We have gone through reassessment; 10 house together, 9 went up and one stayed the same.
- Multi-res, 6 apartments or more, how did MPAC decide on the cut off (tax class)? Comment was that he heard it was decided over a beer. MPAC clarified that MPAC did not write the legislation that determines the definition in what is captured within the multi-residential tax class...comment was that he think that the legislation is a cop-out.
- Nothing is based on single industry towns within the assessment system; need to look at a different process for Northern municipalities.
- The message is competence in assessing. Live 10km from Earlington but we are compared to Earlington, don't have same service and many services and assessment has increased.
- To understand the single industry communities, due to the trucks on roads a lot of the money has to go to fixing the roads. Between the ARB, MPAC and industries the municipalities are on their own. Passing by-laws to assist with road damage, they would shut it down if they had to.
- Don't understand the terminology.
- What would be the down side of getting rid of MPAC and setting up a Regional assessment?
- What we pay MPAC is equivalent to 7% taxes and I can find many others ways to use that money.

- We think the system is broken and not sure it is fixable.

Appeals

- Don't believe MPAC is keeping up to date with sales and trends. Why does MPAC let paralegals go to businesses to try to reduce assessments? Want MPAC to be responsible financially when this occurs.
- Believe 90% of the time values are reduced through appeals.
- MPAC said that they were there for the industry not the municipality, which set the stage for no trust during the appeal process.
- Negotiated a deal with Domtar on the last day.
- Met with Linda Tinaka, issued an order for paying costs but can't enforce.
- Who represents us at an appeal...thought it was MPAC?
- Feel MPAC holds hands with the ARB.
- Suggestion that MPAC should pay when there is an error; this was suggested more than one time.
- Businesses that appeal have deeper pockets; municipalities should not be financially responsible.
- Had to rebate \$6000 for just one property, for a small town is a lot of money. It's a lot to ask of a community.
- ARB makes comments about impressive resume of expert, but nothing about MPAC.
- Think that MPAC represents and mediates etc at appeals; MPAC has to be one or the other.
- Bad assessments have a great impact on municipalities.
- Felt that some of the MPAC people appeared oblivious that the municipality was at the table because there is no rule.

Concept of Partners

- Telling comment about Grace's background as tax collector and council and now on the other side of the table, believe we should be on the same side of the table because we are funding MPAC. Feel like we are at odds and fighting with MPAC. Grace clarified, was explaining the different roles she has had and that she has insight to some of their concerns as she had been a tax collector and on council.
- Others confirmed that they have had to fight MPAC as well. Felt they were 5 or 6 years behind assessment values that are under appeal, had to fight to get the values to where they should be.
- Not happy with the comment that MPAC is a partner; MPAC is a service provided. MPAC needs to understand that concept; partners have skin in the game.
- Feel there has been no communication, have decided not to pay MPAC because they feel MPAC has not done their job.

- Small town of 500 had to pay \$400,000 back.
- Have had discussions with Andy Anstett, stating that we are not partners and MPAC doesn't have skin in the game. MPAC didn't hire an expert for the appeals, MPAC didn't go to the Province and should have to advise that this is an issues. Residential properties have gone up 70% and mills have gone down 35%...we would be better having houses on the mill property than the mill.
- Municipality had to pay for the experts, not MPAC.
- Really feel MPAC should have hired the expert and because MPAC didn't there is a belief that MPAC didn't do their job. If MPAC did their job; clean up and pay the municipality back, then they would pay MPAC again.
- MPAC has created a bureaucracy that municipalities have to pay for; that is flawed.

Other Items/Areas of Concern

- Developers coming in and buying and not paying their taxes, municipalities have to hire lawyers and may end up getting the properties back so they are out money.
- One mayor was giving examples of when he was a real estate agent and thought that MPAC did something similar but not the experience of all.
- Average salary in some communities is \$28,000; paying someone to assess my house that is on the sunshine list and they are assessing my house wrong.
- Was home when MPAC came to the house, just stayed at the door and asked what had been done but didn't look at it.
- Assessment on church and manse and MPAC had only assessed it at \$350,000.
- We have the opposite where there are some new houses and they have yet to be assessed (Coleman Township). Confirmed that they send the building permits, and when they call MPAC to find out when they will be assessed MPAC just says "we will get there". Confirmed that this also occurs for renovations.
- Municipality of Englehart also has properties that are not assessed and wants to know about MPAC's reserve fund.
- SLA to relate to costs, so MPAC is doing the job they should be doing.
- All incorporated municipalities do issue building permits, however unorganized municipalities do not.
- What about presence in our communities, actually want to see people. Don't feel like anyone comes to from MPAC unless asked. Why do we have to wait for appropriate service...for a SLA to get things done?
- Represent totally rural (farming) municipality, province changed the rules to 25%. Since that time big changes; corporate farming has taken over and they could afford to pay full rate, family farms still require the 25%.
- We have 2 power dams and the province is reducing the funding. Have had calls with MoF (Alan) on the issues. Have a 10 megawatt that is only paying \$1600 to town? Need to

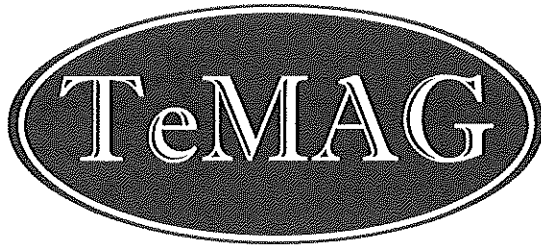
make it equitable, other site over \$700,000. Wawa has been frozen. All this needs to be fair and equitable first.

- Also mentioned railroads, PIL properties and feel equitable.
- Not sure MPAC is giving the province the right number as there are large reductions off the total assessment base.
- Have a reserve but not really for assessment loss.
- Only see MPAC when I call otherwise never see them.
- Actual dates the mill started up is provided to shareholders not to MPAC and to others. 70% error is way too extreme of an error. Upgrade to Mill in 2012, had to fight with MPAC to get supplementary. Was told that we were waiting for phase 2 to be completed.
- No input to assessment, MPAC assesses, you have a 33 million dollar reserve why are we are not accountable financially.
- Trend that larger businesses are appealing, lawyers making money off small municipalities.
- Mentioned 33 million dollar reserve and not happy with that, heard it is for a computer system.
- Mentioned the sunshine list and that the person that they worked with was promoted to Director and didn't do anything.

Grace mentioned the methodology team and how it will work as well as the early disclosure. The overall comment was positive and it was noted that many felt that this was something that was needed. Terry noted that with these two initiatives he believes we may be heading in the right direction, however it is going to take a long time to make things right and he will not let up until MPAC gets it right. Terry noted that the one shining light in MPAC is Viviane Charbonneau, Municipal Relations Representative.

Suggestions

- Presence – MPAC needs to be out in the communities
- Terminology – need to provide clear definitions
- Define what the assessments are based on.
- Act as advocates for small municipalities – defend assessment and accountable if there is reductions (small municipalities can't afford appeals).
- MPAC should be negotiating, not the municipalities otherwise why do we need you?
- Should take the issues up the ladder, inform MoF.



Minutes

Temiskaming Mayors Action Group
Armstrong Municipal Offices, Earleton
Saturday, February 14, 2015
9:30 a.m.

Present:

Robert Ethier, Armstrong
Kerry Steward, Chamberlain
Merrill Bond, Charlton/Dack
Tina Sartoretto, Cobalt
Nina Wallace, Englehart
Chantal Despres, Harris
Morgan Carson, Hilliard
Terry Fiset, James
Tony Antoniazzi, Kirkland Lake
George Lefebvre, Latchford
Cheryl Drummond, Matachewan
Clermont Lapointe, McGarry
Carmen Kidd, Temiskaming Shores
Ron Vottero, Thornloe
John Vanthof, MPP Temiskaming
Jo Ann Ducharme, Secretary - Kirkland Lake
Larry McLaren, TransCanada
Sheila Willis, TransCanada

Regrets:

Dan Cleroux, Coleman

Delegations

Larry McLaren and Sheila Willis, TransCanada Energy East Project, gave an overview of the proposed project. 2 rounds of open houses have taken place. They will be attending OGRA/ROMA conference. There is good support from Northeastern Ontario. Councils have passed resolutions of support. A delegation is willing to attend individual municipal meeting for information and to answer any questions. Questions from TeMAG:

- Where will the proposed valve locations and pumping stations be located in the district?
- What are the taxes paid by the pipeline in unincorporated areas?
- What is the criteria/contact information for the Energy East investment program?

Update on Current Topics of Investigation

a. Off Road Vehicles

J. Vanthoff commented on a Private Members Bill presented at Queen's Park. All three political parties are pushing for change. There should be feedback next week.

T. Antoniazzi met with Minister of Transportation in August at AMO – he said there is more information coming in May.

b. MPAC

Terry Fiset

MPAC has hired legal council. T. Fiset will invite him to attend the next TeMAG meeting. The Municipal Voter's list is a service provided by MPAC, but is very inaccurate.

Resolutions or letters of complaint need to be addressed to the Provincial Government.

- c. Air Passenger Service Proposal
Carman Kidd, Temiskaming Shores
A public meeting was held concerning the future of the airport. Municipalities have been asked to complete a survey and submit a resolution from Councils selecting 1 of 2 options concerning ownership and maintenance of the Airport. (Draft Motion attached). Municipalities are asking for better explanations on the proposed revenues and expenses to determine what option to select.

- d. Temagami Forest Tenure Initiative
Lead: Terry Fiset & Carman Kidd
A consultant has been hired. There will be a public meeting on March 6 in Temagami to review the report. A response will be coming from the MNR.

New Business (Regional Issues for Discussion)

Two Tier Governance -- Tina Sartoretto, Cobalt
*There are 36,000 residents in the Temiskaming District
An upper tier of government would fold in the unorganized townships
Some municipal services could be regional services ie. Regional Airport, Long-Term Care Homes
It would give more power to the voice of Temiskamin; a strong, unified voice is missing at Queen's Park
A committee will be created to investigate: TMA will be asked to participate.
From TeMAG, members will be: Clermont Lapointe, Morgan Carson, Carman Kid, and Tony Antoniazzi. J. Vanthoff can do the legislative background work from his constituency office.*

Temiskaming Municipal Association
Suggestion that the Chair of TMA be invited to join TeMAG.

Information Items

Energy East Stakeholder Forum Presentation
Consultation on Ontario's Default Speed Limit

TeMAG Chairs: Co-chairs Carman Kidd, Terry Fiset and Tony Antoniazzi

Date of Next Meeting – Possibly April 11, 2015

Community Contribution Comparison

Community	Contributions 2011	Contributions 2012	Contributions 2013
Armstrong	\$ 6,325	\$ 6,515	\$ 6,862
Casey	\$ 1,870	\$ 1,926	\$ 2,029
Chamberlain	\$ 1,730	\$ 1,782	\$ 1,877
Charlton & Dack	\$ 3,350	\$ 3,450	\$ 3,634
Cobalt	\$ 5,515	\$ 5,680	\$ 5,983
Coleman	\$ 2,655	\$ 2,735	\$ 2,880
Englehart	\$ 7,730	\$ 7,962	\$ 8,386
Evantual	\$ 2,320	\$ 2,390	\$ 2,517
Harley	\$ 2,630	\$ 2,709	\$ 2,853
Hilliard	\$ 1,135	\$ 1,169	\$ 1,231
Hudson	\$ 2,285	\$ 2,354	\$ 2,479
James	\$ 2,370	\$ 2,441	\$ 2,571
Kerns - Donation	\$ 1,745	\$ 1,797	\$ 1,893
Latchford	\$ 2,100	\$ 2,163	\$ -
Temiskaming Shores	\$ 50,625	\$ 52,144	\$ 54,923
Thornloe	\$ 550	\$ 566	\$ 597
Total Contributions	\$ 94,935.00	\$ 97,783.00	\$ 100,716.00
Rate per Population	\$ 5.00	\$ 5.15	\$ 5.30

The 2010 Rate/Population was increased by 1.83% from \$4.91 to \$5.00 in 2011

The 2011 Rate/Population will increase by 3% to \$5.15 or \$2,848 in 2012 to \$97,783

The 2012 Rate/Population increased by 3% to \$5.30 or \$2,933 in 2013 to \$100,716

DRAFT MOTION FOR CONSIDERATION

Whereas the Earleton-Timiskaming Regional Airport Joint Municipal Services Board (MSB) made a presentation on January 24, 2015 regarding the future of our Regional Airport; and

Whereas the following two options have been presented for consideration by the member municipalities of the MSB:

- a) Incorporate the Municipal Services Board as a Non-Profit Corporation and transfer the assets of the airport from the Township of Armstrong to the Non-Profit Corporation.
- b) Maintain the current operations and create a more formal agreement between the supporting municipalities for the MSB with ownership of the assets remaining with the Township of Armstrong; and

Whereas the MSB has requested that each Council pass a motion indicating its preferred option for further investigation.

Now therefore be it resolved that the Corporation of the Town / Township of _____ hereby endorses Option A / Option B for further investigation by the Earleton-Timiskaming Regional Airport Joint Municipal Services Board and that a copy of their findings be presented back to the member municipalities of the MSB at the conclusion of their investigation.

Saturday, February 14, 2015

Initial	Town/Township	Mayor	Clerk
<i>RE</i>	Armstrong/Earleton	Robert Ethier	Reynald Rivard
Confirmed	Brethour	Arla West	Pam Bennewies
	Casey	Guy Labonte	Michel Lachapelle
<i>RB</i>	Chamberlain	Kerry Stewart	Calvin Rodgers
Confirmed	Charlton/Dack	Merrill Bond	Dan Thiabeault
<i>M.P.D.</i>	Cobalt	Tina Sartoretto	Candice Bedard
Confirmed	Coleman	Dan Cleroux	Claire Bigelow
<i>REGRETS</i>	Englehart	Nina Wallace	Susan Renaud
<i>REGRETS</i>	Evanturel	Derek Mundle	Amy Vickery-Menard
	Gauthier	Bill Johnson	Dianne Quinn
<i>REGRETS</i>	Harley	Pauline Archambault	Michel Lachapelle
Confirmed	Harris	Chantal Despres	Anita Herd
<i>REGRETS</i>	Hilliard	Morgan Carson	Alex Regele
Confirmed	Hudson	Larry Craig	Michel Lachapelle
	James	Terry Fiset	Myrna Hayes
<i>REGRETS</i>	Kerns	Terry Phillips	Michel Lachapelle
Confirmed	Kirkland Lake	Tony Antoniazzi	Jo Ann Ducharme
	Larder Lake	Gary Cunningham	Dwight McTaggart
	Latchford	George Lefebvre	Jaime Allen
Confirmed	Matachewan	Cheryl Drummond	Andrew Van Oosten
Possibly	McGarry	Clermont Lapointe	Kathleen Thur
	Temagami	Lorie Hunter	Elaine Gunnell
Confirmed	Temiskaming Shores	Carman Kidd	Dave Treen
	Thornloe	Ron Vottero	Reynald Rivard
Confirmed	MPP	John Vanthoff	



**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
SOUTH TEMISKAMING CULTURAL SUSTAINABILITY PROJECT COMMITTEE MEETING**

Thursday, February 19th, 2015 – 09:30 A.M.

Dymond Boardroom – City Hall

MINUTES (Draft)

1. CALL TO ORDER

- Meeting called to order at 9:28 A.M.

2. ROLL CALL

MEMBERS:

Réjeanne Massie - Chairperson Anne-Denise Mejaki – Vice-Chairperson

Mike McArthur (Councillor) Rebecca Desmarais

Stephanie King-McLaren

SUPPORT STAFF:

Alexandra Jackson, Cultural Coordinator

James Franks, Economic Development Officer

- Guests: Kim Benguenna – Northern College placement student for immigration strategy, Ivonne Smith – Northern College placement student with Stephanie King-McLaren.

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Additional business to the agenda:
 - 8.10 Salon régional camping, loisirs, chasse et pêche
 - 8.11 City Council announcement
 - 8.12 Immigration strategy update
 - 8.13 Art in the Park
 - 8.14 Indigenous representative

4. APPROVAL OF AGENDA

Moved by: Rebecca Desmarais

Seconded by: Stephanie King-McLaren

Be it resolved that:

- The agenda for the February 19th, 2015 South Temiskaming Cultural Sustainability Project Committee (STCSP) meeting be approved as amended.

CARRIED

5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- Not applicable.

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Moved by: Stephanie King-McLaren

Seconded by: Mike McArthur

Be it resolved that:

- The Minutes for the January 8th, 2015 South Temiskaming Cultural Sustainability Project Committee meeting be approved as printed.

CARRIED

7. FOLLOW-UP BUSINESS

7.1 Criteria list for support requests

The STCSP committee asked the Cultural Coordinator to create a criteria list for support requests received by art & cultural groups. The Cultural Coordinator will bring it back to the committee to be approved, once completed.

8. NEW BUSINESS

8.1 Cultural Passports

A discussion was had regarding cultural passports. The committee is in favor of the idea, and suggested the Cultural Coordinator to speak with the mayor from the town of Cobalt since she had mentioned the idea in the past, and could potentially work together rather than create two similar products. The Cultural Coordinator will get quotes for printing costs, see if it would be possible to create an electronic passport, etc. and bring the information back to the committee.

8.2 Sustainability plan

Recommendation No. 2015-CC-005

Moved by: Rebecca Desmarais

Seconded by: Stephanie King-McLaren

Whereas the Municipal Cultural Plan recommends the development of a regional sustainability plan and individual committee sustainability plans, and

Whereas the Cultural Coordinator developed a Request for Proposal in an attempt to solicit proposals for the creation of a Regional Cultural Sustainability Plan and up to a maximum of

twenty (20) sustainability plans for individual art and cultural based committees in South Temiskaming.

Now therefore be it resolved that the STCSP committee agrees on publically releasing the Request for Proposal created by the Cultural Coordinator with the changes made by the committee.

CARRIED

8.3 Community Fair

Recommendation No. 2015-CC-006

Moved by: Stephanie King-McLaren

Seconded by: Rebecca Desmarais

Whereas the Municipal Cultural Plan recommends the creation of a volunteer fair, and

Whereas the Temiskaming District (South) Active Living Collaboration is hosting “Get Moving Temiskaming” where sport and culture is celebrated with a goal to inspire youth to try new avenues of physical activity and sport, to broaden their vision of sports and activities that they may participate in and to provide a one-stop event to try them all, and

Whereas they will be bringing the history and spectacle of the 2015 Pan Am/Parapan Am Games to northeastern Ontario to educate the youth and community not only on the sports of the Games, but also their history, and the culture of the America’s and the Caribbean, and

Whereas the Temiskaming District (South) Active Living Collaboration is interested in partnering with the South Temiskaming Cultural Sustainability Project and the Temiskaming Volunteer Management Network to host a community fair along with the “Get Moving Temiskaming” to allow organizations to promote their groups/activities to recruit volunteers, community resources welcoming newcomers, etc., and

Whereas the Temiskaming District (South) Active Living Collaboration requested help to coordinate the promotion of the culture of the America’s and the Caribbean, such as dance demonstrations, music, etc.

Now therefore be it resolved that the STCSP committee agrees on partnering with “Get Moving Temiskaming” to host a community fair, as long as the Temiskaming Volunteer Management Network also agrees.

CARRIED

8.4 Second Cultural Roundtable

A debrief discussion was had on the second cultural roundtable. The committee suggested it was important that if a local Arts Council was created, to potentially change the name to a local Cultural Council, for example, in order to ensure that the group is more broad, and does not only focus on the Arts of the community, but on all Culture.

8.5 Social Media Hardware

Recommendation No. 2015-CC-007

Moved by: Rebecca Desmarais

Seconded by: Stephanie King-McLaren

Whereas the Municipal Cultural Plan recommends making strategic use of new media and social media and train groups to use social media, and

Whereas the South Temiskaming Cultural Sustainability Project has funding for social media hardware, such as iPads and/or laptops, for the development of social media platforms, and

Whereas the Cultural Coordinator developed a Request for Proposal in order to solicit proposals for the distribution of social media hardware for art and cultural organizations in South Temiskaming, and

Whereas proposals were received from Staples, Elco Systems, CDW Canada Inc., and a late proposal from Walmart, and

Whereas the STCSP committee directed the Cultural Coordinator to find out the price for Office 365 for business use and to email the committee with the numbers for a decision to be made in time.

Now therefore be it resolved that the STCSP committee recommends accepting Staples proposal at a price of \$499.90 per unit for an HP 15-g040ca Notebook and \$539.02 per unit for an Apple iPad Air MD789CL/B.

CARRIED

8.6 Funding Programs document

Recommendation No. 2015-CC-008

Moved by: Stephanie King-McLaren

Seconded by: Rebecca Desmarais

Whereas many individuals who attended the first cultural roundtable stated that they would like to have access to a document that shares all the funding programs available to art & cultural organizations in the South Temiskaming region, and

Whereas the Cultural Coordinator created a document with all the funding programs available to art & cultural organizations from the South Temiskaming region, and

Whereas the STCSP committee directed the Cultural Coordinator to look into different translating services for the best price, and to find out if the Frog's Breath Foundation still offers financial support.

Now therefore be it resolved that the STCSP committee agrees on accepting the funding programs document created by the Cultural Coordinator and having it translated to French with the changes made by the committee.

CARRIED

8.7 Group of Seven product

Whereas the Municipal Cultural Plan recommends identifying new cultural products or programs with the help of other art and cultural organizations, and

Whereas the South Temiskaming Cultural Sustainability Project has funding for training from industry experts, and

Whereas The Spring Pulse Poetry Festival, the President Suites and the Temiskaming Art Gallery are requesting financial support to bring an expert speaker to South Temiskaming regarding the Group of Seven.

Whereas an amount of \$2500.00 was requested to cover bringing an expert speaker to do local research and speak on the subject of the Group of Seven during the Spring Pulse Poetry Festival event in September and the President Suites/Temiskaming Art Gallery Guest Speaker Series.

The STCSP committee deferred this decision to the next meeting assuming that more information will be gathered by the Cultural Coordinator, such as more information on the events the expert speakers will be presenting at, if the speakers have committed to stay longer to do research, how long they will be staying, etc.

8.8 STCSP budget

A discussion was had regarding the funding categories available in the STCSP budget.

8.9 “Building Ties among Us” work session

The Cultural Coordinator announced to the STCSP committee that she will be making a presentation on the STCSP at the “Building Ties among Us” work session February 26th in Notre Dame du Nord.

8.10 Salon régional camping, loisirs, chasse et pêche

Recommendation No. 2015-CC-009

Moved by: Rebecca Desmarais

Seconded by: Mike McArthur

Whereas the Municipal Cultural Plan suggests the promotion of cultural groups, and

Whereas the Village Noel Temiskaming has booked 6 spots at the Salon regional camping, loisirs, chasse et pêche, including Sutton Bay Park, Éden Rouge, Loop Tour, President Suites, Village Noel Temiskaming and Festival des Folies Franco-Fun taking place April 24 to 26th, 2015, and

Whereas the Festival des Folies Franco-Fun had to cancel their registration and requested the South Temiskaming Cultural Sustainability take their place, and

Whereas the cost is \$574.88 including the Kiosque, the set-up of the Kiosque and the taxes.

Now therefore be it resolved that the STCSP committee agrees on accepting to take the place of the Festival des Folies Franco-Fun at the Salon regional camping, loisirs, chasse et pêche, to pay the Village Noel Temiskaming the cost and to send the Cultural Coordinator to man the booth.

CARRIED

8.11 City Council announcement

A member of the Temiskaming Shores City Council, Mike McArthur, announced to the STCSP committee that it is important that any time an employee, placement student, co-op student, etc. is to commence working in the City Hall for any length of time, that the Mayor and Council of the City of Temiskaming Shores are aware as they need to approve all hiring's.

8.12 Immigration strategy update

The placement student coordinating the Immigration strategy updated the committee on her progress. She has finished $\frac{1}{3}$ of the Relocation Guide, she has provided the North Bay & District Multicultural Centre with 4 more signed up clients, she has set up dates with local schools to present the "Claim-It" program, with one taking place February 26th.

8.13 Art in the Park

Recommendation No. 2015-CC-010

Moved by: Stephanie King-McLaren

Seconded by: Rebecca Desmarais

Whereas the Municipal Cultural Plan recommends identifying new cultural products or programs with the help of other art and cultural organizations, and

Whereas the Temiskaming Art Gallery is organizing an Art in the Park program to take place during the summer months of July and August of 2015 every Wednesday nights at the Haileybury Pavilion/waterfront/park area, and

Whereas the Temiskaming Art Gallery asked the South Temiskaming Cultural Sustainability Project to have the City of Temiskaming Shores partner with them, and

Whereas the Temiskaming Art Gallery will organize the Art in the Park program, with the help of the City of Temiskaming Shores, if interested, in return of having access to the Haileybury Pavilion.

Now therefore be it resolved that the STCSP committee agrees on partnering with the Temiskaming Art Gallery for the Art in the Park program.

CARRIED

8.14 Indigenous representative

Recommendation No. 2015-CC-011

Moved by: Rebecca Desmarais

Seconded by: Mike McArthur

Whereas the Municipal Cultural Plan suggests to have representation from the Indigenous community, and

Whereas Stephanie King-McLaren sits on the STCSP committee as a representative of the Indigenous community.

Now therefore be it resolved that the STCSP committee agrees on formally recognizing Stephanie King-McLaren as an Indigenous representative, and if it were to happen that Stephanie were to resign as a committee member, a replacement would have to be made to continue to have an Indigenous representative on the STCSP committee.

CARRIED

Reports by committee members

- Not applicable.

9. SCHEDULING OF MEETINGS

- The STCSP committee agrees to meet the week of March 9th to pick the winning iPad/laptop applications and directed the Cultural Coordinator to send a Doodle Poll to the rest of the committee members to find an appropriate date and time for everyone.

10. ITEMS FOR FUTURE MEETINGS

- Stephanie King-McLaren will make a presentation to the STCSP committee on the "Francophone and Indigenous Cultural-Linguistic Frameworks", once ready.

11. OUTSTANDING ITEMS

- Not applicable.

12. ADJOURNMENT

Moved by: Rebecca Desmarais

Seconded by: Stephanie King-McLaren

Be it resolved that:

- STCSP adjourns at 11:46 A.M.

CARRIED

Temiskaming Shores Public Library Board

Meeting Minutes

Thursday, January 15, 2015

7:00 p.m. at the New Liskeard Branch

1. Call to Order

Meeting called to order by Chair Roger Oblin at 7:00 p.m.

2. Roll Call

Present: Roger Oblin, Donald Bisson, Jeff Laferriere, Brenda Morissette, Carman Kidd,
and CEO/Head Librarian Rebecca Hunt

Regrets: Cam Locke, Theresa McGrory

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Donald Bisson

Seconded by: Jeff Laferriere

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

Carried.

Additions to Agenda:

Correspondence a.: From Michelle Sale, Manager, Culture Programs Unit, Ministry of Tourism, Culture and Sport. Re: Ontario Library Capacity Fund Grant Signed Agreement and Next Steps.

Correspondence b.: From the Canadian Library Association. Re: Canada Post continues to support library materials rate, increases by 5% as of January 12, 2015.

4. Adoption of the Minutes

Moved by: Donald Bisson
Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Thursday, December 18, 2014 as printed.

Carried.

5. Business arising from Minutes

- a. There was an inquiry by Donald Bisson about the merging of the library and city networks. The CEO updated the board on the status of the project. In December the board agreed to proceed with the merger, but would like to draft an agreement with the city prior to completing the project. The CEO has sent the city an outline of the components that may be in the agreement, and will schedule a policy committee meeting at the next meeting after the election of officers. As well, the CEO has invited Brad Hearn, IT Support Officer for the City, to the February meeting for a question and answer session about the merger and about the multipoint server project.
- b. There was an inquiry by Roger Oblin about the Finance Committee meeting regarding the Ontario Public Library Capacity Fund Grant. The CEO will schedule a meeting at the February board meeting.

6. Correspondence

- a. Michelle Sale, Manager, Culture Programs Unit – Ministry of Tourism, Culture and Sport

Re: Ontario Libraries Capacity Fund Signed Agreement and Next Steps.

Reference: Received for information.
- b. Canadian Library Association.

Re: Canada Post continues to support library materials rate, increases by 5% as of January 12, 2015.

Reference: Received for information.

7. Secretary–Treasurer’s Report

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

Friends of the Library

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

Building and Equipment

Fire safety checks were conducted in December in both library buildings.

Ontario Library Service North did some maintenance on the library system the week of December 20, to remove duplicate records from the system. The system was unstable and frequently kicked staff out from December 20-27, but has since stabilized.

There was an intrusion alarm at the New Liskeard Branch on December 24. I was out of town and the call went to Morgan Hopkin’s old cell phone number, which now belongs to Mayor Kidd. Mayor Kidd called Mitch, who took care of the call. Mitch and I are now working on updating the call list. For the New Liskeard Branch we have listed myself, Carmen Peddie (Library Clerk) and Mitch. For the Haileybury Branch we have myself, Chris Oslund and Tim Uttley listed. When I am out of town, the calls will go to Carmen Peddie and Chris Oslund. If Carmen Peddie is called in, we will need to pay her three hours at regular salary as per the Ontario Employment Standards Act. I do not anticipate that this will happen very often, though. In the past year we had two calls to each building.

Business

We have signed up for Mango Languages and Zinio Magazine service for libraries as of January 1. We will have links on the website shortly. Here is some information about each of these services:

Mango Languages

Mango Languages is an FREE online language-learning system that teaches actual conversation skills for over 50 different languages. With helpful feedback, you can learn at your pace, wherever you are. A smartphone, tablet, or home computer all make a great platform for Mango Languages. Check it out at <http://connect.mangolanguages.com/temisklibrary/start>.

Zinio

Zinio gives you access to current issues of popular magazines to read on your computer, tablet, or smartphone. Zinio provides free, full-text digital access to a wide collection of magazines, including such popular titles as Canadian Living, Elle Canada, Maxim, Men’s Health, National Geographic, O, Seventeen, Rolling Stone, and many more. Try it today at <https://www.rbdigital.com/temiskshoreson>.

I have attached a full list of the Zinio magazines that the library has subscribed to.

Carman Kidd expressed concern about the legality of subscribing to e-magazines through the subscription service for libraries, Zinio. There was also concern about the library being in competition with the private sector when subscribing to the service. The CEO will inquire with the Ontario Library Service-North to ensure that the library's subscription to the Zinio service is not contravening any copyright or competition laws.

Programming

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

Tuesdays, Wednesdays or Saturdays or drop in on Fridays

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

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

Pay as you Please Used Book Sales at the Library Branches

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

Tuesday Night Book Club at the New Liskeard Branch

The last Tuesday of each month.

Typing Skills Cyber Camp at the Haileybury Branch Library

Friday, February 6

Internet Safety Cyber Camp at the Haileybury Branch Library

Friday, February 20

Finances and Statistics

The Board reviewed the financial and statistical reports provided by the CEO.

8. Committee Reports

a. Finance and Property Committee

Nothing to report

b. Planning and Policy Committee

Nothing to report

c. Publicity / Personnel

Nothing to report.

9. New Business

a. Report #001-2015 Health and Safety December workplace inspection report

Received for information.

b. Report #002-2015 Public Libraries Article in Municipal World. *Public Libraries: where impromptu exchanges build community and belonging.*

Received for information.

c. Report #003-2015 Collection Development Budget.

There was an inquiry by Carman Kidd as to the breakdown of the collection development budget between branches. The CEO clarified that because there are space restrictions at both branches, the collections are seen as a whole across the branches, and that items are not necessarily duplicated in both branches. As well, because there is sometimes more space at the Haileybury Branch, when duplication is necessary, as when multiple copies of popular items are required, they are purchased and housed through the Haileybury branch.

There was also an inquiry on the breakdown of the budget between staff members. The CEO clarified that although certain staff members have responsibility over some of the collection development budget, the Library CEO has final responsibility for the budget and the collection.

Received for information.

10. Plan, Policy and Bylaw Review

a. Policy Review Schedule

Received for information

b. Strategic Plan final review and adoption

Motion #2015-01

Moved by: Brenda Morissette

Seconded by: Donald Bisson

Be it resolved that the Temiskaming Shores Public Library Board adopts the Library Board's 2014-2018 Strategic Plan.

Carried.

c. Policy Review: Collection Development Policy, Col-1

Motion #2015-02

Moved by: Jeff Laferriere

Seconded by: Carman Kidd

Be it resolved that the Temiskaming Shores Public Library Board adopts the Library's Collection Development COL-1 policy as reviewed and amended.

Carried.

There was an inquiry by Carman Kidd on the Library Board's budget process. The Board Chair clarified that the Finance Committee has prepared a first draft of the 2015 budget which was discussed by the board at the October meeting and deemed complete. At that time it was decided to wait until the City allocated amounts to departments before passing the final approval.

11. Adjournment

Motion to adjourn by Jeff Laferriere at 8:27 pm.

Carried.

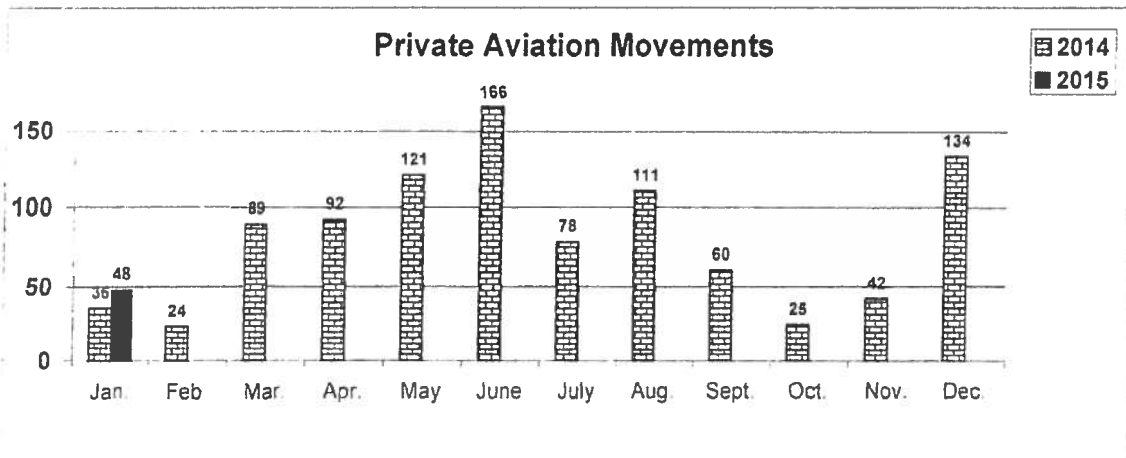
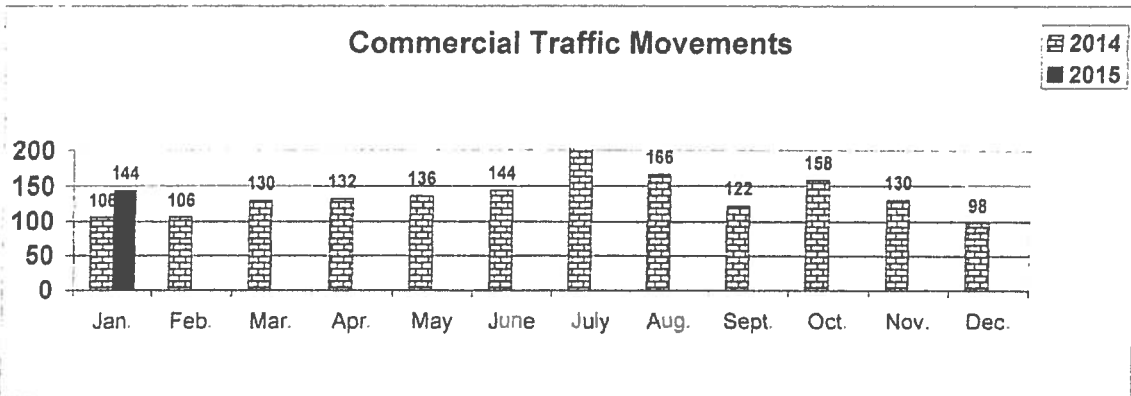
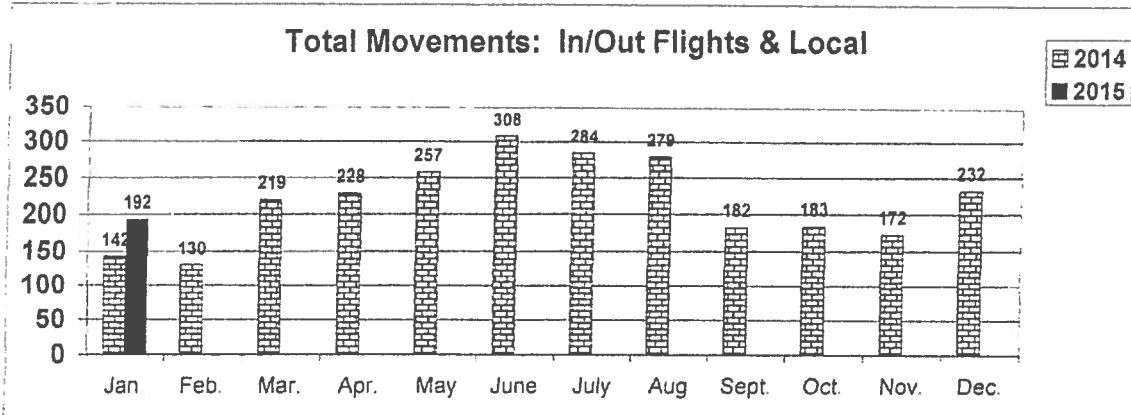
Chair – Roger Oblin

EARLTON-TIMISKAMING REGIONAL AIRPORT JANUARY 2015

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$4,283	\$4,283
Operations	\$9,092	\$9,092
	\$13,375	\$13,375
 <u>EXPENSES</u>		
Fuel	\$4,013	\$4,013
Operations	\$18,730	\$18,730
Capital Expenses	\$0	\$0
	\$22,743	\$22,743
 <u>NET PROFIT/LOSS</u>		
Fuel	\$270	\$270
Operations	-\$9,638	-\$9,638
Capital Expenses	\$0	\$0
	-\$9,368	-\$9,368
 <u>FUEL INVENTORY - JET A1</u>	\$ 4,813	
<u>FUEL INVENTORY - AVGAS</u>	\$ 3,559	
<u>FUEL INVENTORY - DIESEL</u>	\$ 1,142	

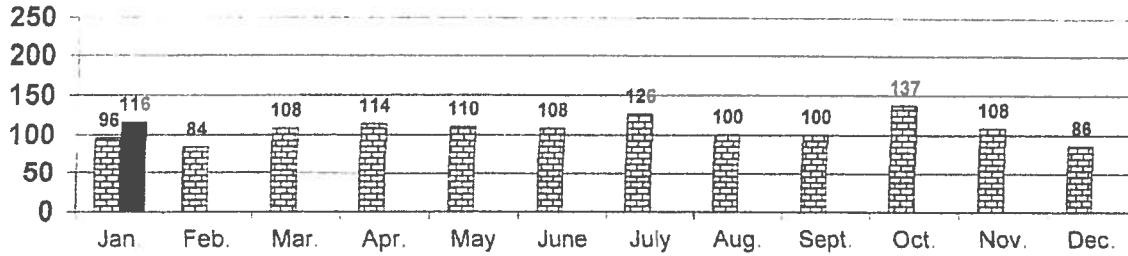
ANNUAL AIRCRAFT MOVEMENTS

AS OF JANUARY 31, 2015



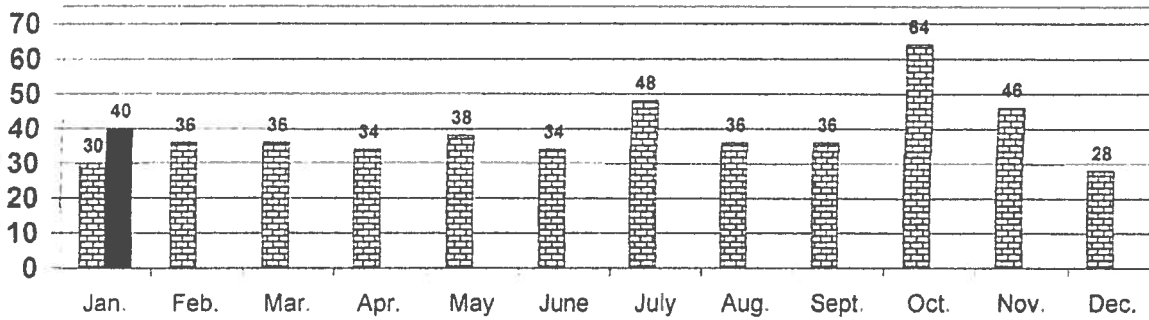
Air Carriers Movements

2014
2015



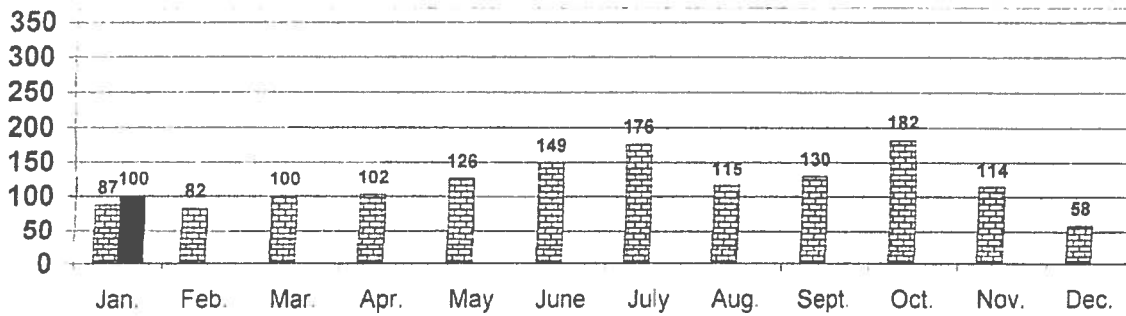
Air Ambulance Movements

2014
2015



Pgrs. via Air Charter

2014
2015



MANAGER'S REPORT JANUARY 2015

Hangar:

On January 8th the hangar was shown to a prospective purchaser. Thanks to Doug, Robert, and Reynald for coming up to the Airport to meet this gentleman to show the high level of community support that our Airport has.

Information Meeting:

The City of Temiskaming Shores hosted an information meeting on the Airport upstairs at the Earlton Arena on the 24th of January. It was well attended by local politicians, Airport users, Airport supporters, and people seeking answers to concerns about Airport operations. After an excellent presentation, questions and debates were entertained from the floor. The thrust of the presentation was the future of the Airport, and its important role as a host for Air Ambulance movements for our whole region. One of the options presented, and the one most likely to be adopted, would see the creation of a Not-For-Profit Corporation formed to manage the Airport. This would require the transfer of Airport assets to this Corporation. This Corporation could then apply independently for Provincial and Federal assistance, alleviating the pressure on the Township of Armstrong. With all of the regional support, this Corporation should have a better chance of being awarded capital monies.

Annual Report:

Thanks to all of the Committee Chairs for getting their annual reports in on time for the publishing process. Again we thank Rosanne from the STCFDC (South Temiskaming Futures Development Corporation) for applying her artistic and technical skills to produce the 2014 edition.

Harold Cameron
Earlton-Timiskaming Regional Airport Manager

Community Contribution Summary
2015 Sharing Contribution
Per Capita Contribution - \$7.95

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$10,057	
Casey	374	\$2,973	
Chamberlain	346	\$2,751	
Charlton and Dack	670	\$5,327	
Cobalt	1103	\$8,769	
Coleman	531	\$4,221	
Englehart	1546	\$12,291	
Evanturel	464	\$3,689	
Harley	526	\$4,182	
Hilliard	227	\$1,805	
Hudson	457	\$3,633	
James	474	\$3,768	
Temiskaming Shores	10125	\$80,494	
Thornloe	110	\$875	
Total Contributions	18218	\$144,833	\$0

Donation

Kerns	349	\$2,775	
Total Contributions		\$147,608	\$0

As of January 15, 2015

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

Thursday, January 22nd, 2015
Council Chambers, Township of Armstrong
Earlton, Ontario

Attendance: Marc Robillard, Pauline Archambault, Morgan Carson, Danny Whalen,
Doug Metson, Barbara Beachey, Ken Laffrenier, Debbie Veerman, Bryan McNair,
Ron Vottero, Harold Cameron, Sheila Randell

Guests : Darlene Wroe (Speaker), George Daviau (Armstrong Twp.)

Absent: Charlie Codd, and Representatives from Cobalt and James Twp.

1. Welcome - Meeting called to order

Moved by: Doug Metson

Seconded by: Morgan Carson

BE IT RESOLVED THAT "the meeting of January 22nd, 2015, 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: Morgan Carson

Seconded by: Doug Metson

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

Carried

4. Minutes of last Meeting

Moved by: Doug Metson

Seconded by: Morgan Carson

BE IT RESOLVED THAT "the Minutes of the meeting held December 18th, 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: Bryan McNair

Seconded by: Doug Metson

BE IT RESOLVED THAT "the report of the Finance Committee for the month of December 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

Moved by: Barbara Beachey

Seconded by: Danny Whalen

BE IT RESOLVED THAT "the report of the Property and Maintenance Committee be adopted as presented and attached hereto forming part of these Minutes."

Carried

(iii) Human Resources Committee

No Report

9. Correspondence

Moved by: Danny Whalen

Seconded by: Barbara Beachey

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

Carried

10. Manager's Report

Moved by: Danny Whalen

Seconded by: Barbara Beachey

BE IT RESOLVED THAT "the Manager's Report for the month of December 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

The Budget for 2015 was presented to the Board. It was agreed that the salaries would increase at the same rate as Twp. of Armstrong employees, as indicated in the Budget. Also, the budget represented a municipality per capita rate of \$7.95.

Moved by: Robert Ethier

Seconded by: Ron Vottero

BE IT RESOLVED THAT "the Joint Municipal Services Board (MSB) approve the Budge for 2015 as presented."

Carried

Moved by: Danny Whalen

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Joint Municipal Services Board (MSB) increase the per capita contribution rate by \$2.50 effective January 1, 2015. This would bring the per capita rate for each municipality to \$7.95.

Carried.

All present were reminded of the upcoming Information Meeting being held January 24, 2015 at the Earlton Arena, and asked that all try to attend.

13. Adjournment

Moved by: Bryan McNair


Seconded by: Morgan Carson

BE IT RESOLVED THAT "this meeting be adjourned - 8:00p.m. The next meeting will be held February 19th, 2015 at 7:00 p.m. at Armstrong Council Chambers.

Carried



Chair



Secretary

1.0 Call to Order

The meeting was called to order at 10:04 a.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; Mitch Lafreniere, Manager of Physical Assets, and Kelly Conlin, Executive Assistant
Regrets:	
Others Present:	Tammie Caldwell, Director of Recreation

3.0 Review of Revisions or Deletions to Agenda

- None

4.0 Approval of Agenda

Recommendation PW-2015-06

Moved by: **Mayor Carman Kidd**

That the Public Works Committee agenda for the February 12, 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

Recommendation PW-2015-07

Moved by: **Mayor Carman Kidd**

That the Public Works Committee Minutes for the January 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:

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

Discussion:

Doug Walsh, Director of Public Works reported that the offer to purchase is being reviewed by RIOCAN's solicitor.

8.2 Asset Management

Previous 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.

Discussion:

The Asset Management plan is on-going. The financial components will be a priority once the 2015 budget has been passed.

8.3 Wilson/Armstrong Property – Drainage

Previous Discussion:

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

Discussion:

On-going

8.4 LED Street Lighting

Previous 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.

Discussion:

The contractor that Mitch was to meet with in January cancelled the meeting. At this time, Mitch recommends that the City holds off on this project until more cost saving information becomes available. Mitch has attempted to contact Hydro One in regards to the exact cost savings that the City would see, however, has not received any valid information. Mayor Carman Kidd will be speaking with other Northern Ontario municipalities at this upcoming Mayors Action Group meeting.

8.5 AMEC – New Waste Management Capacity

Previous 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.

Discussion:

A Waste Management Advisory Committee meeting was held on January 27, 2015 in where AMEC provided an update on the Environmental Assessment (EA). AMEC has provided the City with a preliminary draft EA for review. Steve identified some points of clarification which he provided to AMEC. Steve will be contacting Tim to confirm the funds required for 2014 work completed and 2015 estimate.

8.6 Beach Garden Development Sanitary Sewer Servicing

Previous 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.

Discussion:

Doug Walsh reported that the developers have received their ECA from the Ministry for their development. The committee discussed the requirement for the sanitary sewer upgrade in order to accommodate this development.

Recommendation PW-2015-08

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee recommends the inclusion of the cost of the sanitary sewer upgrades for the Beach Gardens Development to Montgomery lift station for Council's consideration in the 2015 capital budget.

CARRIED

8.7 Access Control Policy – Entrance Permits

Previous 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.

Discussion:

No update

8.8 Solid Waste Management – Draft By-law

Previous 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.

Discussion:

The solid waste management by-law is still open for public comment. No comments or feedback has been received as of yet. Once the public comments are closed, Steve will have a memo prepared for Council.

8.9 Dymond Business Park – Left Turning Lane/Storm Water Management Pond

Previous 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.

Discussion:

Doug Walsh reported that the insulation of the exposed water line has been completed, as well as, the storm water management pond. There will be some finishing work that will be completed in the Spring. Doug and Steve will also be contacting MacKewn in the near future.

8.10 Lorne St. and FPT 26 lot Subdivision Update

Previous 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.

Discussion:

Doug Walsh reported that work has started on the 26 lot subdivision. The repairs and cleanup for Lorne St. will resume in the Spring.

8.11 Ditch Canadian Solar

Previous Discussion

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

Discussion:

On-going.

8.12 Public Works Staff Training

Previous Discussion

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

- Joint H&S part 2 certification – Feb 17/18
- Mandatory re-certification Water/Sewer Operators – May 13 (Training performed by rep from Walkerton – hosted by Temiskaming Shores)

Discussion:

Doug Walsh will be presenting the full staff training schedule in closed session.

8.13 Public Works Department Update

Previous 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.

Discussion:

Mitch Lafreniere made the committee aware that no further investigation into the purchase of an excavator/backhoe has occurred for 2015. Staff will continue to assess the need for such equipment this year and possibly consider a purchase request in 2016. Doug Walsh reviewed the year to date water breaks (12) and noted a recent surge in frozen water line calls.

8.14 Build Canada Fund

Previous Discussion:

No update. Notification could be received sometime in February.

Discussion

No update

8.15 Firstbrook Line Road

Previous 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.

Discussion:

The City's delegation request to the MTO has been denied. Staff will continue to work towards getting an agreement in place.

8.16 Entrance Signs

Previous 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.

Discussion:

Mitch Lafreniere has received an email from the Ministry of Transportation in regards to the glare from the lights. An electrician will be on site to disconnect the lights.

8.17 Bucke Park Water System – Councillor Jelly declared a conflict

Previous Discussion:

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

Discussion:

Steve Burnett and Mitch Lafreniere have met with Recreation, OCWA and the operator of Bucke Park to determine the ideal set up for distribution. Anticipated project completion is July 2015. The committee discussed the best way to communicate water preservation to the users of the park. Public Works staff will be attending the user group information session.

8.18 Traffic Detours

Previous Discussion:

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

Discussion:

The delegation request was denied, however, Chris will contact Gordan Rennie of the MTO to discuss him attending the next Public Works Committee meeting to discuss.

8.19 2015 Roads Program

Previous 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)

Discussion:

Doug Walsh provided the committee with an update on the 2015 Roads program. Mayor Carman Kidd requested a recommendation to abstain from any work in 2015 to Peter's Road until such time that a complete assessment can be made on Tobler's Road. Staff was also directed to determine the cost of removing/repairing two of the crosswalks on Main St. in Haileybury, as well as, the cost to repair the West end of Golf Course Road.

Recommendation PW-2015-09

Moved by: Mayor Carman Kidd

That the Public Works Committee hereby recommends refraining from any 2015 road work on Peter's Road until such time that an assessment can be completed on the 2014 work that was Tobler's Road.

CARRIED

8.20 Uno Park Bridge

Previous 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.

Discussion:

Awaiting further documentation from Twp. of Harley

9.0 New Business

9.1 Pete's Dam Bridge Replacement

Discussion:

Tammie Caldwell, Director of Recreation joined the meeting for this discussion and provided the committee with background information as to why the bridge was removed and the process to get it replaced. Tammie and Doug Walsh contacted Britt Heard of Miller Paving to inquire into another possible solution for a pedestrian bridge. Miller Paving presented a Bailey bridge that they had used previously on a bridge replacement job site at which time; they used the structure as a pedestrian bridge. They have offered the bridge (installed) to the City at a lower cost compared to previous year estimates. The bridge is an engineered structure and will be installed by Millers.

Recommendation – 2015-PW-10

Moved by: Mayor Carman Kidd

The Public Works Committee hereby recommends the pre-approval of the Pete`s Dam Bridge replacement in 2015.

CARRIED

9.2 Crossing Guards

Discussion:

Chris Oslund discussed the difficulties the City has experienced with filling the John St. crossing guard position (New Liskeard). The City has advertised the position for several months and had no interest. Chris also explained that in Haileybury, there were three crossings, two of which are very close together. The committee agreed to have staff write a report to Council outlining the scenario and recommendations as how to proceed.

10.0 Closed Session

Recommendation PW-2015-11

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee convene into Closed Session at 12:40 p.m. to discuss the following matters:

- a) Personnel Matters about an identifiable individual under Section 239 (2) (b) of the municipal Act, 2001. – Organizational Structure (Public Works)

CARRIED

Recommendation PW-2015-12

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee rise without report at 1:26 p.m.

CARRIED

11.0 Next Meeting

The next meeting of the Public Works Committee is scheduled Tuesday, March 24, 2015 @ 10:00 AM at City Hall in the Haileybury Boardroom

12.0 Adjournment

Recommendation PW-2015-13
Moved by: **Mayor Carman Kidd**

That the Public Works Committee meeting be hereby adjourned at 1:28 pm

CARRIED

Committee Chair

Recording Secretary

Memo

To: Mayor and Council
From: Shelly Zubyck, Director of Corporate Services
Date: March 3, 2015
Subject: OPP Boat Slip Lease Extension – Amending Agreement
Appendices: **Appendix 01** – Draft amending By-law

Mayor and Council:

On April 19, 2011 Council adopted By-law No. 2011-048 entering into a five (5) year agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the rental of a boat slip at the Waterfront Marina. The revenues collected for the duration of this agreement was \$525.00 per year. This agreement expires on February 29, 2016.

By-law No. 2011-048 included an *Option to Extend* clause which entitled the Ministry to extend this agreement for an additional five (5) years based on market rates. The Ministry has provided notice for extension of an additional five (5) years.

The proposed lease extension/amending agreement includes increases as follows:

March 1, 2016 to February 28, 2017 - \$577.50

March 1, 2017 to February 28, 2018 - \$630.00

March 1, 2018 to February 28, 2021 - \$640.50

The lease extension/amending agreement also includes an *Option to Extend* clause based upon market rates in 2021.

Appendix 01 – Draft Amending By-law is attached for Council’s review.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2013-048 to extend the lease for consideration at the March 3, 2015 Regular meeting of Council.

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

Shelly Zubyck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to amend By-law No. 2011-048, as amended
Being a by-law to enter into an Agreement with Her Majesty
the Queen in Right of Ontario as Represented by the Minister of
Infrastructure for the Rental of a Boat Slip at the Waterfront Marina
(OPP Boat Slip)**

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 Council entered By-law No. 2011-048 on April 19, 2011 being a by-law to enter into an Agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the rental of a boat slip (OPP Boat) at the Waterfront Marina;

And whereas Council considered Memo 003-2015-CS at the March 3, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to amend By-law No. 2011-048 to extend the lease agreement for an additional five (5) years;

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 her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the rental of a boat slip at the Waterfront Marina for the period of March 1, 2016 to February 28, 2021.
2. That By-law No. 2011-048 as amended be further amended by removing Schedule "A" and replacing with Schedule "A" attached hereto and forming part of this by-law.
3. That this by-law shall come into effect on March 1, 2016.

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

Mayor – Carman Kidd

Clerk – David B. Treen

LICENSE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in triplicate as of March 1, 2016.

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(the "Licensor")

OF THE FIRST PART

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF ECONOMIC DEVELOPMENT,
EMPLOYMENT AND INFRASTRUCTURE**

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. By a license agreement dated March 1, 2011, (the "Original License"), the Licensor did license unto Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure (now known as the "Minister of Economic Development, Employment and Infrastructure", who is the Licensee) for a term of five (5) years commencing on March 1, 2011 and ending on February 29, 2016 (the "Term"), the premises more particularly described as the storage facilities, being B7, for one boat of twenty-one (21) linear feet and as further defined in the Original License (the "Licensed Premises"), at the marina municipally known as 1 Whitewood Avenue and further known as 199 Riverside Drive (the "Marina"), in the municipality formerly known as New Liskeard, now the City of Temiskaming Shores, in the Province of Ontario (the "Lands"), as shown outlined on the aerial drawing in Schedule "A" and more particularly described in Schedule "B" both attached thereto, in addition to other terms and conditions as set out therein.
- B. Pursuant to the terms of the Original License, the Licensee was entitled to extend the Term for one (1) additional term of five (5) years.
- C. The Licensee has now exercised its right to extend the Term in accordance with the terms of the Original License as amended and extended, with an extension term commencing on March 1, 2016 and expiring on February 28, 2021 (the "First Extension Term").
- D. The Original License and this license extension and amending agreement (the "Agreement") are hereinafter collectively referred to as the "License", except as specifically set out herein.
- E. The parties have agreed to extend and amend the License on the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.
- 2. The License is hereby extended for the First Extension Term.
- 3. The First Extension Term shall commence on March 1, 2016 and expire on February 28, 2021.

4. For the period from March 1, 2016 up to and including February 28, 2017, the annual License Fee shall be Five Hundred Seventy-Seven Dollars and Fifty Cents (\$577.50), payable in equal monthly instalments of Forty-Eight Dollars and Thirteen Cents (\$48.13) each on the first day of each month during the said period, the first of such monthly instalments to be due and payable on March 1, 2016.

For the period from March 1, 2017 up to and including February 28, 2018, the annual License Fee shall be Six Hundred Thirty Dollars (\$630.00), payable in advance in equal monthly instalments of Fifty-Two Dollars and Fifty Cents (\$52.50) each on the first day of each month during the said period, the first of such monthly instalments to be due and payable on March 1, 2017.

For the period from March 1, 2018 up to and including February 28, 2021, the annual License Fee shall be Six Hundred Forty Dollars and Fifty Cents (\$640.50), payable in advance in equal monthly instalments of Fifty-Three Dollars and Thirty-Eight Cents (\$53.38) each on the first day of each month during the said period, the first of such monthly instalments to be due and payable on March 1, 2018.

5. The Licensee shall pay to the Licensor all applicable Sales Taxes assessed on the License Fee payable by the Licensee to the Licensor under this License.

“Sales Taxes” means all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by the Government of Canada and/or Ontario upon the Licensor, or the Licensee, or in respect of this License, or the payments made by the Licensee hereunder or the goods and services provided by the Licensor hereunder including, without limitation, the use of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

6. The extension contemplated pursuant to this Agreement is subject to all the covenants and agreements contained in the License, as amended and extended from time to time, save and except:

- (a) The Licensee shall be entitled to extend the License for one (1) further term of five (5) years (the “Second Extension Term”). The Second Extension Term shall be upon the same terms and conditions of the License except that there shall be no further right of extension and except for the License Fee, which shall for the Second Extension Term be based upon the market license rate as determined by the parties as of the date which is not less than six (6) months prior to the commencement of the Second Extension Term, or failing such agreement, by arbitration in accordance with the *Arbitration Act, 1991*, S.O. 1991, c.17, as amended, or any successor act. The Licensee shall give written notice to the Licensor of its extension of this License not less than three (3) months prior to the end of the First Extension Term.

- (b) Section 1.01 (j) of the Original License is hereby amended to provide the following addresses for notice to the Licensor:

The Corporation of the City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario POJ IKO
Attention: Shelly Zubyck, Director of Corporate Services
Fax: (705) 672-3200

- (c) Section 1.01 (i) of the Original License is hereby amended to provide the following addresses for notice to the Licensee:

Ontario Infrastructure and Lands Corporation
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Asset Management

Fax: (705) 564-7570

With a copy to:

Ontario Infrastructure and Lands Corporation
777 Bay Street, Suite 900
Toronto, Ontario M5G 2C8
Attention: Director, Legal Services (Real Estate and Leasing)
Fax: (416) 326-2854

And an additional copy to:

CBRE Limited
Global Corporate Services
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Director, Lease Administration – OILC
Fax: (416) 775-3989

Notices shall be delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the (5th) Business Day day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the *Electronic Commerce Act, 2000*, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this License or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section.

Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed. “**Business Day**” means any day which is normally considered a regular day of business for most government offices for the Province of Ontario.

- (d) The Licensor agrees that upon the request of the Licensee, the Licensor, and any Person hired by the Licensor: (i) to do work on the Marina; or (ii) who requires access to the Licensed Premises to do any work, whether to the Licensed Premises or otherwise, shall undergo security screening checks in compliance with Ontario Government policies. The Licensor further agrees that any Person hired by the Licensor to supply janitorial services to the Marina shall be reputable and all of its employees shall be bonded.
 - (e) All sections, clauses or provisions of the License which obligate the Licensee to pay interest to the Licensor for any reason whatsoever are hereby amended to delete the obligation of the Licensee to pay interest to the Licensor, in order to conform with the Licensee’s obligation to comply with the *Financial Administration Act*, R.S.O. 1990, c.F.12, as amended.
7. The Licensor and the Licensee hereby mutually covenant and agree that during the First Extension Term they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the License.
 8. The Licensor and any of its successors, assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensee, with the

License or the exercise of any of the rights or obligations of the Licensor hereunder. The Licensor shall disclose to the Licensee in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a “conflict of interest” means, in relation to the performance of its contractual obligations pursuant to this License, the Licensor's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this License.

9. Except as otherwise specifically provided in this Agreement, all words and expressions used in the Original License shall apply to and be read as applicable to the provisions of this Agreement.
10. The provisions of this Agreement shall be interpreted and governed by the laws of the Province of Ontario.
11. The Licensor acknowledges and agrees that the commercial and financial information in this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.
12. This Agreement shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

13. This Agreement shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

EXECUTED by each of the parties hereto under seal on the dates written below.

**SIGNED, SEALED AND
DELIVERED**

Dated this ___ day of _____, 20__.

**THE CORPORATION OF THE CITY OF
TEMISKAMING SHORES**

Per: _____

Name:

Title:

Authorized Signing Officer

Dated this ___ day of _____, 20__.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE MINISTER
OF ECONOMIC DEVELOPMENT, EMPLOYMENT
AND INFRASTRUCTURE, AS REPRESENTED BY
ONTARIO INFRASTRUCTURE AND LANDS
CORPORATION**

Per: _____

Name:

Title:

Authorized Signing Officer

Subject: Spur Line Concession Lease Agreement – Big Scoops

Agenda Date: March 3, 2015

Report No.: CS-007-01-2015

Attachments

Appendix 01: Draft Lease Agreement with Big Scoops

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Supplemental Administrative Report No. CS-007-01-2015;
2. That Council directs staff to proceed with the necessary upgrades to the Spur Line Concession; and
3. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Big Scoops for the use of the Spur Line Concession for Council's consideration at the March 3, 2015 Regular meeting of Council.

Background

On February 17, 2015, Council was presented and deferred Administrative Report CS-007-2015 for further information, specifically hydro usage at the Spurline Concession. The report outlined the request from Mr. Jacob Laforest for the use of the concession for a period of five (5) years.

Analysis

In order for Mr. Laforest to expand his business the Spur Line concession would require some minor upgrades/additions such as the following:

- 36" counter top griddle
- Stainless steal counter stand for griddle
- 2 basket Fryers
- Food Prep table with refrigeration (48")
- Stainless Steal 3 bay sink
- 2 door commercial refrigerator (60")
- Single Door up right freezer
- Wall Mounted Air Conditioner

Staff is recommending the City proceed with the upgrades to the Spur Line Concession in order to make the space more functional. Also, the upgrade to this facility is consistent with our initiatives under the Waterfront Expansion Project.

An analysis of the hydro costs associated with the Spur Line determined the costs for the facility were as follows:

2011	\$2,123	2012	\$1,695	2013	\$1,764	2014	\$2,117
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With the upgrades and purchases of equipment, staff is expecting an increase in the hydro costs, however they are unknown at this time.

Staff is recommending the City enter into a lease agreement with Mr. Laforest for a five (5) year term, however, include the provision to potentially revise the rental rate after the first year in order to review the hydro costs.

Also included in the lease are clauses outlining the tenant's responsibility for cost of repair of any of the City owned equipment where the Tenant is at fault. Mr. Laforest will also be responsible for the regular maintenance of the grease interceptor.

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 approximate amount of these upgrades would be \$18,000 of which 90% will be funded under the Waterfront Expansion Project.

In addition, Mr. Laforest has proposed a rental rate of \$1,000 per month for the period of May to September. The total amount of rental revenues collected over the term of the proposed agreement would be \$25,000. A draft lease agreement is attached for Council's review.

Staffing implications associated with these upgrades were discussed with the Manager of Physical Assets and duties will be included in the operations plan for 2015.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to enter into an Agreement with Jacob
Laforest for the provision of Concession Services at the
New Liskeard Spurline Concession**

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

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

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

And whereas Council considered Administrative Report CS-007-2015 at the February 17, 2015 Regular meeting of Council and Supplemental Administrative Report CS-007-001-2015 at the March 3, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an Agreement with Jacob Laforest (Big Scoops) for the Operation of Concession Services at the New Liskeard Spurline Concession for consideration at the March 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 the Mayor and Clerk be authorized to enter into an Agreement with Jacob Laforest for the Operation of Concession Services at the New Liskeard Spurline and Beach for the period covering May 1, 2015 to September 30, 2019, 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 March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-000

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Jacob Laforest

for Concession Services
at the New Liskeard Spurline

This agreement made the 3rd day of March, 2015

Between:

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

And:

Jacob Laforest
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming, being parts 1 to 11 on Reference Plan 54R-2733, Parcel 22186 S.S.T.

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the Landlord's Building known as the Spurline Concession containing a rentable area of Four Hundred Square Feet (400 ft²) located at, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing on May 1, 2015, to September 30, 2019.

3. Rent

The Tenant shall pay the Landlord One Thousand Dollars (\$1,000) plus HST on the first day of each month of May, June, July, August and September during the term of the agreement (\$5,000 plus HST per year). The Landlord reserves the right to review and adjust the rental rate after the first year in relation to operational costs, more specifically electricity costs.

Rent is payable to the City of Temiskaming Shores. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0; **and** the parties hereto covenant and agree as follows:

4. Tenants Covenants

- a) **Rent** – to pay rent;
- b) **Telephone** – to pay when due the cost of telephone supplied to premises if required;
- c) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for

property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.

- d) **Equipment** – that if the City owned equipment provided becomes damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- e) **Maintenance of Grease Interceptor** – it is the responsibility of the Tenant to ensure the grease interceptor is properly maintained on a regular basis in accordance to Section 11.2 – Food Related Grease Interceptors of By-law 2012-032, as amended hereto attached as Appendix 01 and forming part of this agreement;
- f) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- g) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- h) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- i) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give

reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- j) Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- k) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and
- l) Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be

- vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the

Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;

- k) **Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1st day of June prior to the commencement of the renewal term;
- l) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Tenant, to it, at c/o Shelly Zubych, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Landlord, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

7. Headings

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

8. Effect of Lease

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

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

Signed and Sealed in)
the presence of)
)
)
)
)
)
)
)

Jacob Laforest (Big Scoops)

Jacob Laforest, Owner

Municipal Seal

)
) Witness
) Name: _____
) Title: _____

)
) **Corporation of the City of
Temiskaming Shores**

)
) _____
) Mayor – Carman Kidd

)
) _____
) Clerk – David B. Treen

**Section 11.2 Food Related Grease Interceptors
from By-law No. 2012-032**

11.2 Food Related Grease Interceptors

- 11.2.1 Every owner or operator of a restaurant in an industrial, commercial or institutional premise that prepares, cooks, or processes food products and is connected directly or indirectly to a sewer, shall install and maintain a properly functioning grease interceptor.
- 11.2.2 Every owner or operator of a grease trap required under section 11.2.1 shall ensure that every effort is taken to minimize or limit grease from entering the City's sanitary sewer system.
- 11.2.3 All new or replacement grease traps required under section 11.2.1 shall ensure that they are isolated from any discharge from a glass washer, dishwasher or any appliance which discharges hot water at a temperature greater than 65 C (degrees Celsius) but not a hot water tank.
- 11.2.4 The use of emulsifying degreasers to clean grease traps is prohibited.
- 11.2.5 The Director may order an owner or operator of a grease trap required under section 11.2.1 to undertake regular maintenance of the grease trap and to maintain a maintenance log to document when maintenance work is performed.
- 11.2.6 The owner or operator of a grease trap required under section 11.2.1 shall at all time ensure that all maintenance records required by way of an order are fully accessible to the Director of Public Works for the purpose of observing that proper maintenance practices are being followed.
- 11.2.7 Where the City is required to remove blockages of grease from a sanitary sewer and an inspection of any adjacent premises with a grease trap required pursuant to section 11.2.1 indicates that the grease trap is not functioning properly or is not being adequately maintained, the premises will be billed for the City's cost to unplug the sewer even if it is not possible to show that the premises caused the blockage. If the inspection shows that more than one premise has not maintained a grease trap the costs shall be split evenly between each premises.

Subject: Haileybury Family Health Team Lease Agreement

Agenda Date: March 3, 2015

Report No.: CS-010-2015

Attachments

Appendix 01: Draft Lease Agreement with the Haileybury Family Health Team

Appendix 02: Draft Lease Agreement with Dr. Phillip Smith

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-010-2015;
2. That Council directs staff to increase the rental rates for the use of office space by the Haileybury Family Health Team by 2.4% in accordance with the Consumer Price Index;
3. That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre for consideration at the March 17, 2015 Regular meeting of Council; and
4. That Council directs staff to prepare the necessary by-law to enter into a two (2) year lease agreement with Doctor Phillip Smith for the use of office space at the Haileybury Medical Centre for consideration at the March 17, 2015 Regular meeting of Council.

Background

The Haileybury Family Health Team is currently using 1,907 square feet of space at the Haileybury Medical Centre. The current lease agreement through By-law No. 2014-060 with the Haileybury Family Health Team will expire on March 31, 2015.

Doctor Phillip Smith is currently renting 350 square feet of space in the Haileybury Medical Center. Dr. Smith's lease agreement expires on March 31, 2015.

Analysis

In order for the City to continue to recuperate the costs associated with operating the Haileybury Medical Centre, staff is recommending an increase in of 2.4%, which represents an increase to \$20.64 ft²/year for the Haileybury Family Health Team. The term of the lease will be one (1) year with the provisions of the lease remaining the same.

Dr. Smith's lease rate would increase to \$13.01 from \$12.71 per square foot. The conditions of the new lease would remain the same, including the rent provision of a yearly rental rate

increase according to the Consumer Price Index. The term of the lease will be two (2) years. The draft lease agreement is attached as Appendix 02.

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 rental of the 1,907 ft² of space based on the 2.4 % increase is shown in the following table:

Sch	Room	Footage	2014	Rent/Yr	2015	Rent/Yr
			Rate/ft ² /yr		Rate/ft ² /yr	
A	235	236 ft ²	\$20.16	\$ 4,757.76	\$20.64	\$ 4,871.04
B	232 / 234	400 ft ²	\$20.16	\$ 8,064.00	\$20.64	\$ 8,256.00
C	221	236 ft ²	\$20.16	\$ 4,757.76	\$20.64	\$ 4,871.04
D	250	236 ft ²	\$20.16	\$ 4,757.76	\$20.64	\$ 4,871.04
E	236	236 ft ²	\$20.16	\$ 4,757.76	\$20.64	\$ 4,871.04
F	240	236 ft ²	\$20.16	\$ 4,757.76	\$20.64	\$ 4,871.04
G	240	236 ft ²	\$20.16	\$ 4,757.76	\$20.64	\$ 4,871.04
H	239	91 ft ²	\$20.16	\$ 1,834.56	\$20.64	\$ 1,878.24
Total:		1,907 ft ²	Total:	\$ 38,445.12	Total:	\$ 39,360.48

Revenues from the Haileybury Family Health Team lease for the one (1) year agreement, dated April 1, 2015 – March 31, 2016 would be \$39,360.48. Revenues from 2014 were \$38,445.12.

The City would collect a total of \$4,553.50 in revenues from Dr. Smith in 2015. In 2014, the City collected \$4,448.40.

An analysis of the total revenues (\$105,000) and expenses (\$97,000) associated with the Haileybury Medical Center result in a surplus of approximately \$8,000 for 2015.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
 Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck, CHRP
 Director of Corporate Services

Christopher W. Oslund
 City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

Being a by-law to authorize an Agreement with
the Haileybury Family Health Team for the
rental of space at the Haileybury Medical Centre

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

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

And whereas Council considered Administrative Report CS-010-2015 at the March 3, 2015 Regular meeting of Council and acknowledged that the existing lease agreement with the Haileybury Family Health Team (By-law No. 2014-060 and By-law No. 2014-197) terminate on March 31, 2015 and directed staff to prepare the necessary by-law to enter into an agreement with the Haileybury Family Health Team with an increase to \$20.64/ft² representing a 2.4% increase for consideration at the March 17, 2015 Regular meeting of Council;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre;

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 Haileybury Family Health Team for the rental of space (**Room 235**) at the Haileybury Medical Centre for use by a **Social Worker and Dietician**, a copy of which is attached hereto as **Schedule "A"** and forming part of this by-law;
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Rooms 232/234**) at the Haileybury Medical Centre for use by a **Nurse Practitioner**, a copy of which is attached hereto as **Schedule "B"** and forming part of this by-law;
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 221**) at the Haileybury Medical Centre for use by a **Registered Nurse**, a copy of which is attached hereto as **Schedule "C"** and forming part of this by-law;
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 250**) at the Haileybury

Medical Centre for use by a **Social Worker**, a copy of which is attached hereto as **Schedule “D”** and forming part of this by-law;

5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 236)** at the Haileybury Medical Centre for use by an **Executive Leader**, a copy of which is attached hereto as **Schedule “E”** and forming part of this by-law;
6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law;
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law;
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 239)** at the Haileybury Medical Centre for general use by the Haileybury Family Health Team, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law;
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 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" to By-law No. 2015-000

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Social Worker and Dietician

(ROOM 235)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
for the Administrative Assistant
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule “B” to By-law No. 2015-000

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Nurse Practitioner
(ROOM 232/234)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of April, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Nurse Practitioner
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 400 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

TOGETHER with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$688.00** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "C" to By-law No. 2015-000

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Registered Nurse
(ROOM 221)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
POJ 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Registered Nurse
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Tenant

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "D" to By-law No. 2015-000

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Social Worker
(ROOM 250)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Social Worker
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

2. Term

To hold the premises for a term commencing on the 1st day of April 1 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "E" to By-law No. 2015-000

Dated this 17th day of April, 2015

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Executive Leader
(ROOM 236)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Executive Leader
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "F" to By-law No. 2015-000

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Clerical Worker
(ROOM 240)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Nurse Practitioner
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "G" to By-law No. 2015-000

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Clerical Worker
(ROOM 240)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Clerical Worker
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 236 ft.² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

2. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$405.92** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "H" to By-law No. 2015-000

Dated this 17th day of March, 2015

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

General Use for the
Haileybury Family Health Team
(ROOM 239)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 17th day of March, 2015.

Between:

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

And:

The Haileybury Family Health Team
For the Clerical Worker
(hereinafter called the "Tenant")

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

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

4. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of 91 ft² located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

5. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2016.

6. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.72/ft² per month (**\$156.52** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Appendix 01 General Covenants

1. Tenant's Covenants

The Tenant covenants with the Landlord:

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

- g) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.

- m) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

2. Landlord's covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting is done daily five days of the week;
- g) **Heat** - to heat the premises;

- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice in accordance with the provisions stated in the Tenant Protection Act; and
- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

3. Provisos

Provided always and it is hereby agreed as follows:

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

- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of

the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) **Right of termination** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- k) **Overholding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- l) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the

order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

4. Headings

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

5. Effect of Lease

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

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

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

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

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

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

Whereas Council considered Administrative Report CS-010-2015 at the March 3, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into a two (2) year lease agreement with Dr. Phillip J. Smith for the rental of 350 ft² of office space at the Haileybury Medical Center being rooms 223, 225 and 227, effective April 1, 2015 until March 31, 2017 at a rate of \$13.01/ft²/yr and to apply a Consumer Price Index (CPI) increase annually for the term of the lease for consideration at the March 17, 2015 Regular meeting of Council;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Dr. Phillip J. Smith;

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 Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Dr. Phillip J. Smith

for the rental of space at the
Haileybury Medical Center

Lease Agreement

between:

The Corporation of the City of Temiskaming Shores

and:

Dr. Phillip J. Smith

Lease

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

This Lease made this 17th day of March, 2015.

Between:

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

And:

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

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the **upper level** in the Landlord's Building containing a rentable area of Three Hundred and Fifty Square feet (350 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

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

3. Term

To hold the premises for a term commencing on the 1st day of April, 2015 and ending on the 31st day of March, 2017.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Three Hundred and Seventy Nine Dollars and Forty-Six cents (\$379.46)** per month plus HST, which represents a lease rate of \$13.01/ft²/year. Rent will be increased annually for the duration of the term using a Consumer Price Index percentage.

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

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

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

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

6. Landlord's Covenants

The Landlord covenants with the Tenant;

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

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

7. Provisos

Provided always and it is hereby agreed as follows:

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

other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;

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

or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;

g) Distress - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

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

i) Right of termination by the Tenant

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

j) Right of termination by the Landlord

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

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

l) Over-holding - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and

without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.

- m) Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- n) Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary

documents in the implementation hereof for or on behalf of the said assignee;

- o) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Corporate Services, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. Headings

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

9. Effect of Lease

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

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

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Temiskaming Shores

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

Dr. Phillip J. Smith

Date

Dr. Phillip J. Smit

Date

Witness
Name: _____



Corporation of the City of Temiskaming Shores

Report No.
CGP-011-2014

File No.

Subject: Enterprise Temiskaming 2014-2015 Business Plan and Budget

Agenda Date: Regular Council Meeting - Tuesday, April 1, 2014

Attachments: **Appendix 1 – Proposed Business Plan Document**
Appendix 2 – Proposed Budget 2014 - 2015 Fiscal Year
Appendix 3 – In Kind Analysis 2014

RECOMMENDATION

It is recommended:

1. That the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-011-2014;
2. That Council approves the 2014-2015 Enterprise Temiskaming Business Plan (attached as Appendix 1) and Budget (attached as Appendix 2) which has been developed in accordance with the Ministry of Economic Development, Trade and Employment / Research and Innovation (MEDTE/MRI) and the Ministry of Northern Development and Mines (MNDM)'s mandate for Small Business Enterprise Centres; and
3. That Council directs staff to forward the Business Plan and Budget to the Province with the understanding that MEDTE/MRI and MNDM have authority to change or include additional mandates throughout the fiscal year of April 1, 2014 to March 31, 2015.

BACKGROUND

Enterprise Temiskaming has been established in the District of Temiskaming since May, 1991. Enterprise Temiskaming assists potential entrepreneurs and businesses in their early stages by discussing and reviewing their business ideas and plans; encouraging the entrepreneur to do research to understand the market in the field of business in which they would like to own and operate a business and ensuring that the potential entrepreneur understands the lifestyle and costs associated with starting and growing or expanding a business.

Enterprise Temiskaming has a database of funding programs, financial assistance programs/corporations, business plan examples, and additional contacts to assist with different questions or issues.

Enterprise Temiskaming also prepares business workshops and seminars throughout the year and is directed to establish events for International Women's Day, Francophone and Aboriginal persons within the communities served. The program also encourages development of partnerships within the community in order to promote awareness of the program and potentially adding funds to the program for additional events/workshop/seminars.

Enterprise Temiskaming's service area is the District of Timiskaming. It extends from north of Kirkland Lake, south of Latchford, west to Matachewan and east to the Quebec border. Currently 1 day a week is spent exclusively in the Kirkland Lake office located within the Kirkland Lake and District Community Futures Development Corporation (KDCDC) office and soon to be relocated to the Northern College Campus. Regular trips are also scheduled to Matachewan, Elk Lake, Englehart and other small communities. Enterprise Temiskaming consultants also travel to client locations across the District by appointment.

The City of Temiskaming Shores enters into an agreement with the Province for the administration and delivery of the program and the operation of the Small Business Enterprise Centre. The program services all municipalities in the Timiskaming District; however the other municipalities do not contribute to the program either with in-kind services or cash contributions.

ANALYSIS

Enterprise Temiskaming generally receives funding throughout the year totaling \$80,000 between the MEDTE/MRI and MNDM. Additional funding opportunities are also offered by various Ministries for programs such as Summer Company and Make Your Pitch; events to celebrate International Women's Day and Small Business Week; as well as events targeted to Francophone and First Nation Communities. Enterprise Temiskaming staff are pro-active and apply for this funding in order to offer these additional programs.

Enterprise Temiskaming also carried a reserve of \$40,966.25 prior to commencing the 2013-2014 fiscal term which can be used to carry forward into the next fiscal terms and for special projects, special events, major equipment purchases, software, signage, etc. that fits within the mandate of the Small Business Enterprise Centre, subject to approval of the Ministry of Northern Development and Mines.

In 2013, the City contributed in-kind services such as office and meeting space and administration overhead an estimated valued at \$23,155.52.

As previously approved by Council under By-law 2014-029, Enterprise Temiskaming will be piloting a new program for the MEDTE called Starter Company. This new program aimed at Youth between the ages of 18-29 will assist in the education of youth about entrepreneurship and building a business plan. Once the young person has completed the training component and business plan they may submit for a grant up to \$5,000 which can only move to the Grant Committee by recommendation of this centre. The total grant allocation for the District of Timiskaming is \$60,000 with a maximum of 12 grants dispersed over the course of the 2 year term. Funds for the \$80,000 operating budget for the 2 years are being provided directly from MEDTE and have no additional cost to the city.

Enterprise Temiskaming's Advisory Committee reviewed the proposed Business Plan and Budget at the March 24, 2014 Quarterly Meeting and the local MNDM Northern Development Advisor has reviewed the agreement, strategies and budget.

FINANCIAL/STAFFING IMPLICATIONS

This item has been approved in the current budget:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
This item is within the approved budgeted amount:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

The estimated in-kind contribution from the City of Temiskaming Shores for the 2014-2015 fiscal year is \$22,977. All direct expenses such as telephone, internet, office supplies, marketing, events are captured in the Enterprise Temiskaming funds allocated by the MEDTE/MRI and MNDM.

SUBMISSION

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
 "Original signed by"	 "Original signed by"	 "Original signed by"
<hr/> Shelly Lendt Manager of Enterprise Temiskaming	<hr/> Karen Beauchamp Director of Community Growth and Planning	<hr/> Christopher W. Oslund City Manager

**Small Business Enterprise Centre (SBEC)
Business Plan**

For

**Regional Economic Development Branch, Ministry of
Northern Development and Mines**

SBEC Name:	Enterprise Temiskaming
Submitted By:	Shelly Lendt
Date Submitted:	March 31, 2014
Telephone:	(705) 672-5155
Email:	slendt@enterprisetemiskaming.ca
Economic Development/ Partner's Signature	

2014/15 Fiscal Year

Submission Due Date: April xx, 2014

Please submit this business plan to xxxxxxxxx

EXECUTIVE SUMMARY

Enterprise Temiskaming is focused on providing support to start-up and small enterprises during their initial years of development and operation. Entrepreneurs are provided with easy access to business consulting services and information covering management, marketing, technology and financing.

Enterprise Temiskaming will provide professional and confidential support and advisory service to new and existing small businesses and potential entrepreneurs.

- Free consultations and business plan review with a qualified business consultant.
- Up-to-date, leading-edge information that's yours for the taking - booklets, pamphlets, brochures, and articles - all geared to the needs of the entrepreneur.
- Access to current resource materials, including directories, trade indexes and books that you can peruse on-site.
- Workshops and seminars.
- Guidance on licenses, permits, registration, regulations and other forms and documents required to start and build a business.
- Information on patents, copyright and trademarks.
- Mentoring and networking opportunities.
- Internet and computer access for business research and planning.

Under the guidance of the Ministry of Northern Development and Mines and the direction of the Ministry of Economic Development and Trade & Employment and the Ministry of Research and Innovation, Enterprise Temiskaming operates within the territorial limits of the provincial electoral District of Timiskaming with an office and resource library located within the City Hall of the City of Temiskaming Shores. A satellite office is also located in Kirkland Lake at the Kirkland Lake and District Community Development Corporation (KDCDC) office soon to be relocated to Northern College. Enterprise Temiskaming will continue to provide outreach services to the major communities and members of Aboriginal and First Nation persons within the Timiskaming District boundaries.

CLIENT SERVICES AND FUTURE DIRECTIONS

1. ACCOMPLISHMENTS

The Enterprise Temiskaming Centre was able to accomplish a significant amount for the region during fiscal year 2013/2014. The following is a summary of accomplishments from the previous year.

- Targets for 2013/2014 have been reviewed according to actual data and has achieved targets
- The Marketing and Outreach Intern which was funded by the Northern Ontario Heritage Fund (NOHFC) assisted with outreach activity which increased program visibility. This will assist in setting forecast levels for 2014/15 fiscal year that will be in line with the current ECR reporting structure guidelines.
- The Center receive the 2013 Temiskaming Shores and Area Chamber of Commerce's Recognition Award
- The Center participated in the following events;
 - Earlton Farm Show - Earlton– April 2013
 - CJTT Lifestyles Tradeshow - Temiskaming Shores - April 2013

- Temiskaming Shores and Area Chamber of Commerce Annual Awards evening –Temiskaming Shores– May 2013
- Northern College Job Fair – Kirkland Lake – May 2013
- Regional Assessment Activities – Region 15 – Spring/Summer 2013
- Tiser les liens – Temiskaming French and English group sessions – Summer 2013
- Annual SBEC/ONE meeting- Toronto – June 2013
- Kirkland Lake and District Chamber of Commerce Golf Tournament –Kirkland Lake- July 2013
- Temiskaming Shores and Area Chamber of Commerce Golf Tournament – Temiskaming Shores -Sept 2013
- Northern College – H.E.L.P. Day – Kirkland Lake– Sept 2013
- Multicultural Centre Symposium –Temiskaming Shores– Oct 2013
- Small Business Week Events – 3 in Kirkland Lake – Oct 2013
- Small Business Week Events – 4 in Temiskaming Shores – Oct 2013
- Attended Regional Meeting – Sault-St-Marie – Nov 2013
- Attended CYBF Conference – Toronto – Dec 2013
- Aboriginal Women in Mining Workshop – Kirkland Lake – Dec 2013
- Francophone Event –Temiskaming Shores – February 2014
- Idea Forum – Kirkland Lake– February 2014
- Idea Forum –Temiskaming Shores – February 2014
- International Women’s Day –Evening event in Kirkland Lake and Temiskaming Shores – March 2014

ECONOMIC IMPACT

*** NOT INCLUDING STARTER COMPANY IMPACT

*** ACTUAL DATA FROM APRIL 1, 2013 TO MARCH 19, 2014

Economic Impacts for Fiscal 2014/2015	April –June		July – Sept.		Oct.-Dec.		Jan. – Mar. (est.)		Fiscal Total	
	Actual 2013-2014	Fcst 2014-2015	Actual 2013-2014	Fcst 2014-2015	Actual 2013-2014	Fcst 2014-2015	Actual 2013-2014	Fcst 2014-2015	Actual 2013-2014	Fcst 2014-2015
Businesses Registered	6	5	5	5	5	5	6	5	22	20
Businesses Expanded	1	1	0	1	0	1	0	1	1	4
Jobs Created	2	5	0	5	6	5	11	5	19	20

CLIENT CONSULTATIONS/GENERAL INQUIRIES

*** NOT INCLUDING STARTER COMPANY IMPACT

*** ACTUAL DATA FROM APRIL 1, 2013 TO MARCH 19, 2014

Targets for Fiscal 2013/12	April –June		July – Sept.		Oct.-Dec.		Jan. – Mar.		Fiscal Total	
	Actual 2013-2014	Fcst 2014-2015	Actual 2013-2014	Fcst 2014-2015	Actual 2013-2014	Fcst 2014-2015	Actual 2013-2014	Fcst 2014-2015	Actual 2013-2014	Fcst 2014-2015
General Inquiries	55	35	30	35	29	35	18	35	132	140
New Business Consultations	42	25	22	20	30	20	15	20	109	85
Repeat Business Consultations	9	10	32	15	5	15	15	10	61	50

*Data reflects definition of “Consultation”(min. 20mins in length)

EVENTS

Enterprise Temiskaming continues to promote small business through the delivery of workshops and events to the region as follows

- Co-Sponsored and Organized 'Small Business Week' events in partnership with Temiskaming Shores and Area Chamber of Commerce, South Temiskaming CFDC, KDCDC, Canada Business Ontario, and The City of Temiskaming Shores
- Organized two (2) International Women's Week event in Temiskaming Shores and Kirkland Lake with participation level of 71 guests in March 2014
- Promoted the Enterprise Temiskaming programs and Summer Company to Northern College, College Boreal, and High Schools in the district
- Trade Shows – Earlton Farm Show, Lifestyles, Employment Fair
- Sponsored Evenings – Temiskaming Shores Chamber of Commerce and Kirkland Lake Chamber of Commerce

YOUTH ENTREPRENEURSHIP

- Guided 4 students successfully through the Summer Company program in 2013. Program for 2014 is set to 5 students. (2013- one additional student was captured).
- Further developed knowledge of a working relationship with the Canadian Youth Business Foundation.
- Assisted with the Entrepreneurship Camp in partnership with the Northeastern Ontario CFDC's (Kirkland Lake and South Temiskaming)
- Business Plan Challenge – offered to all high schools in the district with 14 submissions. The Center provide \$500 prizes (\$250-1st, \$150-2nd, \$100-3rd).
- Developed Starter Company structure for position and training program

PARTNERSHIPS

- Financial partnership with the Tri-Town Toyota and Tench-McDiarmid Insurance Brokers.
- Assist the City of Temiskaming Shores with its business licensing delivery
- Continued relationship with Centre de Culture ARTEM (Artemiskaming) which is a French Cultural Program, Association canadienne-francophone de l'Ontario du Temiskaming (ACFO), and College Boreal.
- Continuous connection with Northern College for youth entrepreneur and Employment Options

CORE FUNDING

- Funding from the ministry continues to support the delivery of basic services outside the Temiskaming Shores city limits, and is starting to see an impact as outreach activities create awareness in clients in other parts of the region such as Kirkland Lake, Elk Lake, and Englehart.
- MEDTE will be providing funds in the amount of \$80,000 for the 2 year Starter Company project. Starter Company has a separate budget which is approved directly by MEDTE. Funds to be received will be 90% up front prior to March 31, 2014 and the final 10% in 2015-2016 fiscal term. These funds assume 80% of the employee cost and expenses. Enterprise Temiskaming is funding the 20% salary and other in-kind cost along with in-kind from the

City of Temiskaming Shores for office space and administration expense associated with the new hire.

- The City of Temiskaming Shores estimates the in-kind contribution for providing office and meeting space as well as administration overhead for Enterprise Temiskaming and Starter Company for the 2014 fiscal year will be \$22,977.10. The calculation of the in-kind contributions for 2014 based on 2013 actuals is attached as Appendix A.

2. FUTURE DIRECTIONS

CHANGES/CHALLENGES

- Regional Outreach
 - One- day per week a presence is established in Kirkland Lake by the new hire for the Starter Company program, Youth Program Administrator. During this period the Temiskaming Shores office should be staffed full-time.

The Centre will invest in promoting the programs outside of Temiskaming Shores, in order to continue to build awareness of the program in other areas of the region using social media and attending as many tradeshow/employment fairs as are available.

The Youth Program Administrator will be responsible for all Youth outreach while the business consultant will be focused on overall mandate goals across the district, including connections with smaller municipalities and persons facing multiple barriers.

- Sector/Community Outreach
 - The Centre will continue to work on developing relationships with groups within the district. Some of these groups include the agricultural sector, the Aboriginal community, and the Francophone community. It is an objective of the Centre to continue to increase awareness within these groups.
- Workshop/Seminars
 - Workshops and seminars attendance have increased over the 2013-2014 fiscal year. The Centre will continue to work with community organizations and businesses to develop focused sessions that appeal to regional issues and are easily accessible to residents.
 - The event in March for International Women's Day in Kirkland Lake and Temiskaming Shores are deemed to have been extremely successful for our district with 71 participants including business sponsors and guests.
 - Looking into the fall workshops/seminars for Small Business Week; consulting with local entrepreneurs to find formats and topics will prove to be additional successful events. Potential layout of 6 events, 3 in Kirkland Lake and 3 in Temiskaming Shores, to provide 1-2hour sessions in the evenings for specific topics.
 - The Starter Company program will also assist in having regular workshops / info sessions that will also be available to the general public. These will rotate on a 3 month schedule.

- Youth Entrepreneurship
 - The Youth Program Coordinator will continue to address the issue of youth outreach by coordinating with the schools' facilitators (secondary and post-secondary, English and French schools), community services and Employment Options by way of presentation and/or documentation to ensure that youths are aware of the opportunities and to showcase entrepreneurship as a viable career opportunity. Programs such as the following will be promoted:
 - Summer Company
 - Make your Pitch
 - Starter Company
 - CYBF
 - NOHFC
 - Business Plan Challenge
 - We will also work closely with community partners such as the CFDCs to support and promote Entrepreneur Camps and programs for the younger students.

3. KEY OBJECTIVES AND STRATEGIC PLAN

List your key objectives for the following client groups; e.g. increase consultations to established businesses, visit more local high schools, partner with relevant organizations, increase regional outreach to cover larger service area (in the north, boundaries should match MNDM regions), etc. Include target numbers as appropriate:

Client Groups	Objectives	Numbers
Business start-ups		
	1. Increase accessibility of services for entrepreneurs outside Temiskaming Shores	
	2. Maintain a consistent timely service offering for all types of clients	
	3. Review existing website text and information and implement French section into website to ensure accurate information for the new entrepreneur	
	4. Review existing handouts and develop needed material for client handouts, information packet, and pamphlet in both official languages.	

Please explain how you will accomplish the key objectives listed above.

As one of the few resources for aspiring entrepreneurs in the region, it is critical that Enterprise Temiskaming be able to provide consistent and accessible service to clients across the region. To this end, the Centre will work to achieve a consistency in services delivered across the region. We have increased presence outside of Temiskaming Shores by establishing regular office hours in Kirkland Lake. Currently established 1 day per week and any additional day that a client may require services, while maintaining full time presence in Temiskaming Shores. Over the next 2 years, service to clients and accessibility of information in both official languages remains a main goal.

Existing business (Support/Development)

	1. Increase awareness of services and financing for existing businesses	
	2. Increase promotion of services to agricultural sector	
	3. Increase information sharing to existing businesses through workshops, website, facebook, and distribution list	
	4. Maintain a consistent after service contact with clients	

Please explain how you will accomplish the key objectives listed above.

Enterprise Temiskaming has a strong presence and a very good rate of success with business start-ups. However, engagement with these businesses after start-up has historically been significantly less. Enterprise Temiskaming will strive to maintain longer-lasting relationships with our clients by promoting and offering value-added services to owners of existing businesses. These include increased networking opportunities labeled “Business to Business” hosted in partnership with the Chamber of Commerce, as well as the offer of continued one-on-one consultations, continued connection through distribution mailing list on upcoming events which allow for networks and reconnections.

In regards to the agricultural sector, Enterprise Temiskaming will actively promote our services at regional trade shows and through contacts, to ensure the agricultural community is aware of services available for farmers and support businesses.

Youth and other groups (Francophone, First Nation, Recent Immigrant)

	<p>Youth</p> <ol style="list-style-type: none"> 1. Increase awareness of programs available for youth through outreach to schools <ol style="list-style-type: none"> a. Target a minimum of three (3) visits to each high school and potentially 1-4 visits per month to colleges within the region. This includes 5 high schools and 3 college campuses. b. During time at both secondary and post-secondary schools the Youth Program Administrator will promote Starter Company, Summer Company, future northern job/services needed, NOHFC program, CYBF program, etc c. Work in conjunction with Northern College Young Entrepreneur initiatives if funding application accepted by OCEA d. Work with Employment Options to cross educate youth 2. Maintain positive reputation of summer company in the region <ol style="list-style-type: none"> a. Fill quota of 5 students for this year b. Encourage post-secondary and secondary students 	
	<p>Francophone</p> <ol style="list-style-type: none"> 1. Continue to connect with Francophone organizations. 2. Make presentations when asked to any Francophone group 3. Potential request funding for 2nd Francophone event 	

	<p>Aboriginal / First Nation</p> <ol style="list-style-type: none"> 1. Build relationships with Aboriginal/First Nations communities in the region <ol style="list-style-type: none"> c. Connect with Métis community leader in Temiskaming Shores d. Connect with new First Nation office in Temiskaming Shores e. Continue to work with Aboriginal Women in Mining for presentations throughout the year 2. Identify and develop opportunities for entrepreneurship support within Aboriginal / First Nation communities. 	
<p>Please explain how you will accomplish the key objectives listed above.</p> <p>Enterprise Temiskaming will remain active with youth to promote formal programs such as CYBF, Starter Company and Summer Company, as well as partnering with educational institutions and community groups to offer less structured support for youth entrepreneurs. This includes coordinating a business plan challenge between the local high school, chamber of commerce, and support of an entrepreneurship summer camp in partnership with the CFDC in Kirkland Lake.</p> <p>To properly develop and provide support programs applicable to the needs of First Nations communities, Enterprise Temiskaming will continue to establish relationships with leaders and economic development staff in these communities. We will then work in partnership to create appropriate seminars and support programs.</p>		

MARKETING AND OUTREACH

3. CLIENT MARKETING AND OUTREACH

Due to limited financial resources, the Centre focuses marketing efforts on low-cost promotion, or specific high return promotions. The Centre's marketing and outreach activities focus on a few key areas

- **Community Networking**

With much of the region's population centered in a few small towns/cities, face-to-face networking with community leaders continues to improve SBEC awareness. The most common is from previous clients, CFDCs, Chamber of Commerce, Service Ontario, and Service Canada. Additionally, common referral of clients comes as a result of personal networking by Centre staff and activities promoted throughout region.

Networking activities are focused on community leaders and "connectors" such as:

- Chambers of commerce
- Business Improvement Association (New Liskeard)
- Political representatives
- Economic Development professionals and institutions
- Lawyers
- Insurance Agents

- Banks
 - Real Estate Agents
 - Municipal employees
 - Teachers/school administrators
 - Insurance brokers
 - Etc.
- **Selected Advertisement**
The Centre does on occasion pay for targeted advertisement, often in conjunction with existing community partners or a specific workshop/seminar.
 - **Branded Vehicle**
The Centre operates and maintains a branded vehicle, which is made visible within the community to aid in brand recognition in the serviced communities. The partnership agreement extends for the length of the lease (3 years) beginning in March 2013, with Tri-Town Toyota dealership as a platinum sponsor and 3 years beginning in April 2013 with Tench-MacDiarmid Insurance Brokers.,
 - **Trade Show and Information Fairs**
Enterprise Temiskaming will continue to be a participant in Trade Shows/Career Fairs whenever possible. These gatherings have traditionally offered an opportunity to create visibility within a high traffic area.
 - Earlton Farm Show
 - CJTT Lifestyles
 - Employment Options/Northern College
 - Festival Committee in Kirkland Lake
 - Others events that would deemed beneficial for Enterprise Temiskaming to participate in
 - **Linkages**
 - Establish maintain and improve contacts with all relevant business organizations - e.g. Municipal, Federal, Provincial levels of government, Financial Institutions, Chambers of Commerce, Schools and Boards, Tourist Associations, Economic Development Agencies.
 - Participate in relevant speaking engagements at conferences, workshops, trade fairs, and events as required.
 - Represent Enterprise Temiskaming, and promote MNDM and MEDTE/MRI at local events
 - Maintain regular visits to municipalities within the Timiskaming District for scheduled meetings with clients and liaison with municipal, federal, provincial and other agencies involved in small business and entrepreneurship.
 - Participate in MNDM team meetings upon request and Small Business & Entrepreneurship activities, teleconferences, and training events.
 - Network with emerging and existing entrepreneurs, private sector stakeholders and Chamber of Commerce members.
 - Increase partnership for information sharing with the Far North East Training Board

4. ONTARIO VISUAL IDENTITY

Enterprise Temiskaming uses the Ontario Trillium visual identity to identify Enterprise Temiskaming as a core partner of the Enterprise Temiskaming SBEC. The Ontario Trillium is featured prominently on the Enterprise Temiskaming vehicle and on the website. It is also featured in the Enterprise Temiskaming powerpoint template in the upper-left-hand corner. The Ontario trillium is not featured in small paid advertising. In news releases and descriptions for press, the Ontario government is always mentioned as a core partner of the program. The ONE network is being incorporated into future produced materials.

5. COMMUNITY PARTNERS

Enterprise Temiskaming currently operates under the guidance of a number core partners, and with support of a number of corporate and community partners.

The core partners of Enterprise Temiskaming are:

- Ministry of Northern Development and Mines– Provides funding of \$60,000, and provides guidance for the Enterprise Centre.
- Ministry of Economic Development, Trade and Employment, & Ministry of Research and Innovation – Addresses program deliverables and provides annually funding of \$20,000 for SBEC and \$80,000 for the 2 year Starter Company program starting in Spring 2014
- City of Temiskaming Shores- The city is the regional signatory partner with MNDM for program delivery on an annual basis and provides for SBEC services. Enterprise Temiskaming will continue to assist the City of Temiskaming Shores with its' business licensing delivery. The city provides office space within the City Hall. Office administration and resources including fax, photocopy and various office supplies shall be available when required. The estimated contribution by the City for in-kind services to Enterprise Temiskaming and Starter Company for 2014 is estimated at \$22,977.10.

The community/corporate partners of Enterprise Temiskaming are currently:

- Canadian Youth Business Foundation – Offers financial assistance with youths up to the age of 39.
- The Offices of KDCDC in Kirkland Lake – (Kirkland & District Community Development Corporation) acts as a second office covering the northern part of the district until Spring 2014 only
- Northern College – Kirkland Lake Campus – will have office covering the northern part of the district until starting in Spring 2014
- The Temiskaming Shores & Area Chamber of Commerce is continuing to promote our services and we keep in close contact with them to offer events such as Business-2-Business networking sessions
- Canada-Ontario Business Service Centre (COBSC) is a partner established through an agreement with M.S.B.E. and a valuable source of business resources.
- Tench-McDiarmid Insurance Brokers provides a Gold Sponsorship of \$1,000 per year for 3 years starting April 2013. Sponsor provided information for insurance related questions and assist when possible for information presentations.
- Tri-Town Toyota provides a Platinum Sponsorship of \$2,000 per year for 3 years starting March 2013. The City of Temiskaming Shores entered into a 3 year lease

with the dealership for a vehicle that will be used by Enterprise Temiskaming. The lease amount and costs of maintenance are paid through the Enterprise Temiskaming budget.

In addition to the existing partnership network, Enterprise Temiskaming is actively engaging the Kirkland and District Chamber of Commerce, the Town of Kirkland Lake, the South Temiskaming Community Futures Development Corporation, and other local groups to promote the interests of small business.

In specific relation to the Community Futures Development corporations, of which there are two in the region, Enterprise Temiskaming is engaged in the following partnering activities:

Kirkland District Community Development Corporation:

- Enterprise Temiskaming reports general business consultation and creation metrics regarding Kirkland Lake activities
- Assist with workshop / events financial demands and promotion

South Temiskaming Community Futures Development Corporation:

- Enterprise Temiskaming reports general business consultation and creation metrics regarding Temiskaming Shores and area activities
- Assist with workshop / events financial demands and promotion

6. PARTNERSHIP COMMUNICATIONS

CORE PARTNER COMMUNICATION

Day to day activities are recorded for the business consultant's needs and support documents, and metrics are reported directly to the City of Temiskaming Shores. Monthly reports are processed through the web portal to the ministry by ECR.

Informally, Enterprise Temiskaming maintains its communication and visibility with the City of Temiskaming Shores through its relationship with the City's Community Growth and Planning team. Result reporting is available to the Director of Community Growth and Planning, and updates on the Centre's progress and opportunities are relayed to the City Manager, Mayor and Council quarterly.

COMMUNITY/CORPORATE PARTNER COMMUNICATION

As community partners for the district, efforts are being made to provide broke down reporting for the North and the South district to the CFDCs, City of Temiskaming Shores and Kirkland Lake.

OPERATIONS AND SERVICE STANDARDS

7. HUMAN RESOURCES

Enterprise Temiskaming is currently staffed by one full time contract employee, employed by the City of Temiskaming Shores under the title "Small Business Consultant".

It is the role of the Director of Community Growth & Planning at the City of Temiskaming Shores to ensure compliance of Enterprise Temiskaming to all contractual terms as per the Ministry agreement.

Day to day operations of Enterprise Temiskaming, including client consultations, event coordination, and regular reporting is coordinated by the Enterprise Temiskaming Small Business Consultant.

This fiscal term the Centre has added the position of Youth Program Adminsitor through the new Starter Company program funded by MEDTE. This individual will focus on assisting in developing and delivering youth services/programs throughout the Timiskaming district. Activities will include:

- Spending one day a week at Northern College – Kirkland Lake Campus
- Spending one day a month at Northern College – Haileybury Campus
- Spending one day a month at College Boreal – New Liskeard Campus
- Developing relationship with secondary school for presentations/fairs on future needs in the area in conjunction with Far North East Training Board and Employment Option
- Promoting Starter Company and other youth initiatives
- Assist in delivering the Starter Company program
- Coordinate Starter Company education sessions

PROFESSIONAL DEVELOPMENT

Enterprise Temiskaming will pursue relevant and valuable opportunities for professional development as the opportunities arise.

8. ADVISORY COMMITTEE/BOARD

- In accordance with the Letter of Agreement Enterprise Temiskaming signed with the Province of Ontario it has established an Advisory Board.
- Quarterly Meetings were held in March, June, December, and February.
- Advisory Committee meetings will be held at least quarterly during the fiscal year 2013/2014

Advisory Committee Proposed Schedule

Quarter	Proposed Date
Q1	June 25, 2014
Q2	Sept 24, 2014
Q3	Dec 10, 2014
Q4	March 18, 2015

- Advisory Committee Membership
 - Darryl Van Leer, Senior Account Manager Business Banking RBC
 - James Franks, City of Temiskaming Shores, Economic Development
 - Stephen Cameron, Owner/Operator, Cameron Graphics
 - Anne Marie LeRoy, Northern Development Advisor, MNDM
 - Lauri Ypya, Northern Development Advisor, MNDM
 - Karen Beauchamp, Director of Community Growth & Planning, City of Temiskaming Shores
 - John Bernstein, CFDC South Temiskaming
 - Marc Fortier, Tri-Town Toyota
 - Ken Montgomery, Tench MacDiarmid Insurance Brokers
 - Dave Gorman, president of Chamber of Commerce Kirkland Lake, will be replaced by Chantale Ayotte, new president as of April 2014.

TERMS OF REFERENCE

- The role of the advisory committee is to provide advice, guidance and recommendations to assist in delivering professional assistance to small businesses in the Temiskaming Region.
- In order to develop the economic climate in the region, committee members are encouraged to:
 - Participate in the Center's mentoring programs
 - Attend area seminars as developed by Enterprise Temiskaming and, where appropriate deliver presentations to guide area entrepreneurs
 - Participate, identify and evaluate regional marketing initiatives
 - Identify opportunities to promote the Center's activities and services
 - Participate in all committee meetings
- The advisory committee will be comprised of no less than 6 members to include:
 - MNDM regional advisor
 - Municipal partner representative
 - Representative from each of the Center's development partners, if requested
 - Representative of the small business community within the region
 - Representatives from the area's professional community
 - Regional representation to include professional/entrepreneurial minded individuals from the North, South and Central areas of the region.

The Advisory committee will review structure and membership at the June meeting to ensure requirements are met.

9. ECONOMIC IMPACT

Economic Impact is tracked and recorded on a daily basis. The Centre utilizes a Client Introduction form that identifies the client contact information, business stage, business sector, youth program eligibility and client needs. Follow up on business start-ups, expansions, and job creation is tracked by direct contact with clients, where available. This information is not considered to be a complete record. All appropriate information is input into the Ministry online reporting database.

BUSINESS ACTIVITY FOR 2013/14

Estimates for 2014/2015 will now have a better visibility with the new data capture guidelines from MEDTE in the ECR reporting screen. For example, booking appointments are not inquiries; all inquiries or consultations must be specific to the SBEC activities for clients.

22 Businesses started| 2013/2014 Target = 25

1 Businesses expanded| 2013/2014 Target = 2

16 Jobs created| 2013/2014 Target = 30

Projections for 2013-2014 were established according to 2012 partial actual data. Re-establishing the connection that there is a Business Consultant available at Enterprise Temiskaming center and

the Intern have increased projections on the consultation area, but newer capturing data guidelines seems to have restricted other counts, but making SBEC true traffic flow more visible.

With respect to reporting, local partners require more region-specific information than that required by the ministry, increasing the reporting requirements of the centre.

10. CLIENT SERVICE STANDARDS

Enterprise Temiskaming does not currently formally measure itself against client service standards using any Customer Relationship Management tool or database. However, Centre staff makes every reasonable effort to abide by ministry service standards, using tools such as mobile email, and call forwarding for times when the office is unattended due to outreach activities. General practices are as follows:

- Clients visiting the office are greeted immediately by the City's administration staff and directed to the Enterprise Temiskaming Office. If office staff are unavailable for consultations, contact is made to book for the next, mutually agreeable, time.
- Maintain 24hr call back/email back for general inquiries.
- Provide up-to-date, pertinent literature hand-outs

11. BILINGUAL SERVICES (for SBECs in officially designated bilingual areas)

- Bilingual resource materials are being developed and some are currently available and promoted through Enterprise Temiskaming
- Presentations to the area Francophone school boards are currently administered through Enterprise Temiskaming
- French language consultations are available at both Enterprise Temiskaming office locations
- Bilingual Signage is complete, the Website is in progress and does have a French button which will inform clients that a French representative is available to serve them, and telephone message system is in both official languages.

12. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

The offices of Enterprise Temiskaming are located within the City Hall which is in compliance with regulations. Enterprise Temiskaming is reviewing its website and resource materials to ensure ongoing compliance with all regulations. Staff will participate in training offered by the City of Temiskaming Shores in accordance with the Integrated Accessibility Standards Regulation and other training offered by the province.

13. MINISTRY FINANCIAL CONTRIBUTION

Outline by core funding and any additional funding that your centre may apply for in fiscal year 2013/14.

	Qtr 1 Apr- Jun (\$)	Qtr 2 July – Sept (\$)	Qtr 3 Oct-Dec (\$)	Qtr 4 Jan- Mar (\$)	Annual Totals (\$)
Core funding MNDM	15000	15000	15000	15000	60,000
MEDT/MRI		10000		10000	20,000
Transfer from Reserves	7100				7,100
Ministry Programs and Special Projects:					
1. Summer Company	6750*		2250*		9,000
2. Small Business Week (6 events)			3000*		3,000
3. Francophone			1200*		1,200
4. Aboriginal		1000*			1,000
5. International W.D. (2 events)				4000*	4,000
6. Sponsors	3000				3,000
7. SBEC ONE Conference	600				600
Total programs and projects					21,800
GRAND TOTAL					108,900

*based on potential funding programs in 2014-2015 fiscal year

14. BUDGET

Income Statement						
REVENUES	Projection for 2014/2015			YTD for 2013/2014		
List all Partners	Cash	In-kind	Description of In-kind, e.g. for marketing campaign	Cash	In-kind	Description of In-kind, e.g. for marketing campaign
CORE						
MEDTE/MNDM	80000			80840		
Municipality		22977	Administrative resources, office space		23155	Benefits package, resources, office space
Other Partners	600				2000	KDCDC Office space
Transfer from Reserves	7100					
Total	87700	22977		80840	25155	
PROGRAM AND PROJECT SPECIFIC						
MEDTE/CBO (Events)	9200			1914		
Summer Company	9000			12250		
NOHFC				28492		
Event Revenue - Participants and sponsors				4635		
PARTNER CONTRIBUTIONS	3000			3000		
	21200			50291		
GRAND TOTAL	108900	22977	0	131131	25155	
EXPENSES						
CORE						
Salary - Manager	46250			38077		
Salary 20% of Youth Program Administration	7100			23741		
Salary Overhead	11862			7501		
General Travel Expenses	9700			7127		
Operations Incl. Equip, Supplies, Training and General Operations	10214			7582		
Advertising	12575			13157		
Office space + admin cost		22977			25155	
Total	97701	22977		97185	25155	
PROGRAM AND PROJECT SPECIFIC						
Events	10200			4324		
Total	10200			4324		
HST Non-Refundable	999					
TOTAL EXPENSES	108900	22977		101509	25155	
DIFFERENCE	0	0		29622	0	

---Financial report is as of January 31, 2014; 2 months remaining in fiscal year, additional expense are not yet charged to the G/L promotional items, print ads, lease vehicle, payroll, IWD event, Francophone event, etc.
Financial expenses not yet charged will reduce significantly the remainder \$29,623 any amount remaining after March 31 fiscal year end will be transferred to **Reserves** for future project that may arise

--There are Summer Company funds for 2014 term that have been issued in the 2013-2014, they will be reallocated for use in the 2014-15 budget

--Program Carry over from 2012/2013 fiscal year was \$40,966.25, \$9,250 of those funds were reallocated into the 2013-2014 budget leaving a remainder of \$31,716.25 available in the Reserves

*2014-2015 Salary includes dollar increase at 2.77%

15. REMINDER

Record your 2014/15 projections and the business plan in the Enterprise Centre Reporting (ECR) system once they have been approved by the Regional Advisor.

Plan 2014-2015

REVENUE Funding		First Quarter - April 2014 - June 2014			Second Quarter - July 2014 - Sept 2014			Third Quarter - Oct 2014 - Dec 2014			Fourth Quarter - Jan 2015 - March 2015			YTD QTR 1 + 2 + 3 + 4			
		Plan	Actual	Variance	Plan	Actual	Variance	Plan	Actual	Variance	Plan	Actual	Variance	Plan	Actual	Variance	
		G/L #	ENTERPRISE TEMISKAMING REVENUE														
1.0245.9000.3.12.1000	Provincial Funding + reimbursements	\$ 80,600	\$ 65,000	\$ -	\$ 65,000	\$ 600	\$ -	\$ 600	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 80,600	\$ -	\$ 80,600
1.0245.9000.3.12.1100	Event Funding Gov't	\$ 9,200	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000	\$ 4,200	\$ -	\$ 4,200	\$ 4,000	\$ -	\$ 4,000	\$ 9,200	\$ -	\$ 9,200
1.0245.9000.3.12.1110	Partner Contributions	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000	
1.0245.9000.3.12.2000	Summer Company	\$ 9,000	\$ 9,000	\$ -	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ 9,000	
1.0245.9000.3.12.3000	MNDM Funds (NOHFC for Intern)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
1.0245.9000.311.1000	Event Rev-Participants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
1.0245.9000.3.12.9000	Transfer from Reserves	\$ 7,100	\$ 7,100	\$ -	\$ 7,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,100	\$ -	\$ 7,100	
	REVENUE SUB-TOTAL	\$ 108,900	\$ 84,100	\$ -	\$ 84,100	\$ 1,600	\$ -	\$ 1,600	\$ 19,200	\$ -	\$ 19,200	\$ 4,000	\$ -	\$ 4,000	\$ 108,900	\$ -	\$ 108,900

EXPENSES Wages and Benefits		First Quarter - April 2013 - June 2013			Second Quarter - July 2013 - Sept 2013			Third Quarter - Oct 2013 - Dec 2013			Fourth Quarter - Jan 2014 - March 2014			YTD QTR 1 + 2 + 3 + 4			
		Plan	Actual	Variance	Plan	Actual	Variance	Plan	Actual	Variance	Plan	Actual	Variance	Plan	Actual	Variance	
			ENTERPRISE TEMISKAMING WAGES AND BENEFITS														
1.0245.9000.4.01.1110	Full Time	\$ 46,250	\$ 10,673	\$ -	\$ 10,673	\$ 12,452	\$ -	\$ 12,452	\$ 10,673	\$ -	\$ 10,673	\$ 12,452	\$ -	\$ 12,452	\$ 46,250	\$ -	\$ 46,250
1.0245.9000.4.01.1200	20% Starter Company Staff from Reserves funds	\$ 7,100	\$ 1,638	\$ -	\$ 1,638	\$ 1,911	\$ -	\$ 1,911	\$ 1,638	\$ -	\$ 1,638	\$ 1,911	\$ -	\$ 1,911	\$ 7,100	\$ -	\$ 7,100
1.0245.9000.4.01.2000	Enterprise Benefits Overh	\$ 11,862	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Full Time + Intern additional taxes	\$ 2,250	\$ 2,250	\$ -	\$ 2,250	\$ 2,625	\$ -	\$ 2,625	\$ 2,250	\$ -	\$ 2,250	\$ 2,625	\$ -	\$ 2,625	\$ 9,750	\$ -	\$ 9,750
	Health Benefits	\$ 528	\$ 528	\$ -	\$ 528	\$ 528	\$ -	\$ 528	\$ 528	\$ -	\$ 528	\$ 528	\$ -	\$ 528	\$ 2,112	\$ -	\$ 2,112
	WAGES and BENEFITS SUB-TOTAL	\$ 65,212	\$ 15,090	\$ -	\$ 15,090	\$ 17,516	\$ -	\$ 17,516	\$ 15,090	\$ -	\$ 15,090	\$ 17,516	\$ -	\$ 17,516	\$ 65,212	\$ -	\$ 65,212

General		First Quarter - April 2013 - June 2013			Second Quarter - July 2013 - Sept 2013			Third Quarter - Oct 2013 - Dec 2013			Fourth Quarter - Jan 2014 - March 2014			YTD QTR 1 + 2 + 3 + 4			
		Plan	Actual	Variance	Plan	Actual	Variance	Plan	Actual	Variance	Plan	Actual	Variance	Plan	Actual	Variance	
			ENTERPRISE TEMISKAMING GENERAL EXPENSES														
1.0245.900.4.03.3005	Refreshments/Discrionary	\$ 2,200	\$ 150	\$ -	\$ 150	\$ 150	\$ -	\$ 150	\$ 150	\$ -	\$ 150	\$ 150	\$ -	\$ 150	\$ 600	\$ -	\$ 600
	Miscellaneous	\$ 150	\$ -	\$ -	\$ 150	\$ 150	\$ -	\$ 150	\$ 150	\$ -	\$ 150	\$ 150	\$ -	\$ 150	\$ 600	\$ -	\$ 600
	Adviroy Board	\$ 100	\$ -	\$ -	\$ 100	\$ 100	\$ -	\$ 100	\$ 100	\$ -	\$ 100	\$ 100	\$ -	\$ 100	\$ 400	\$ -	\$ 400
	EDAC April	\$ 400	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ 400	
	SBEC Conference June 2013 REIMURSED	\$ 200	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ 200	
	Training Seminars & Cours	\$ 150	\$ -	\$ -	\$ 150	\$ 150	\$ -	\$ 150	\$ 150	\$ -	\$ 150	\$ 150	\$ -	\$ 150	\$ 600	\$ -	\$ 600
1.0245.900.4.03.3050	Telephone	\$ 2,124	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Miscellaneous - extra charges	\$ 30	\$ 30	\$ -	\$ 30	\$ 30	\$ -	\$ 30	\$ 30	\$ -	\$ 30	\$ 30	\$ -	\$ 30	\$ 120	\$ -	\$ 120
	cellphone	\$ 201	\$ 201	\$ -	\$ 201	\$ 201	\$ -	\$ 201	\$ 201	\$ -	\$ 201	\$ 201	\$ -	\$ 201	\$ 804	\$ -	\$ 804
	Business Value Pack (Telephone + Internet Service + rental)	\$ 300	\$ 300	\$ -	\$ 300	\$ 300	\$ -	\$ 300	\$ 300	\$ -	\$ 300	\$ 300	\$ -	\$ 300	\$ 1,200	\$ -	\$ 1,200
1.0245.900.4.03.3070	Postage & Courier	\$ 80	\$ 20	\$ -	\$ 20	\$ 20	\$ -	\$ 20	\$ 20	\$ -	\$ 20	\$ 20	\$ -	\$ 20	\$ 80	\$ -	\$ 80
1.0245.900.4.03.3085	Advertising/Sponsorship	\$ 12,575	\$ 5,750	\$ -	\$ 5,750	\$ 1,800	\$ -	\$ 1,800	\$ 2,875	\$ -	\$ 2,875	\$ 2,150	\$ -	\$ 2,150	\$ 12,575	\$ -	\$ 12,575
1.0245.900.4.03.3090	Office Supplies	\$ 2,160	\$ 540	\$ -	\$ 540	\$ 540	\$ -	\$ 540	\$ 540	\$ -	\$ 540	\$ 540	\$ -	\$ 540	\$ 2,160	\$ -	\$ 2,160
1.0245.900.4.03.3620	Training Seminars & Cours	\$ 1,340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	EDAC Tuition	\$ 1,100	\$ 1,100	\$ -	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100	\$ -	\$ 1,100
	Miscellaneous	\$ 60	\$ 60	\$ -	\$ 60	\$ 60	\$ -	\$ 60	\$ 60	\$ -	\$ 60	\$ 60	\$ -	\$ 60	\$ 240	\$ -	\$ 240
1.0245.900.4.03.3630	Memberships	\$ 810	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Entrepreneur magazine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 25	\$ -	\$ -	\$ 25	\$ 25	\$ -	\$ 25
	EDAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ 250	\$ 250	\$ -	\$ 250
	Chamber of Commerc KL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70	\$ -	\$ 70	\$ 70	\$ -	\$ 70
	Chamber of Commerc NL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120	\$ -	\$ 120	\$ 120	\$ -	\$ 120
	****additions Chamber of Commerce Englehart	\$ 40	\$ 40	\$ -	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40	\$ -	\$ 40	
	Voice	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60	\$ -	\$ 60	\$ 60	\$ -	\$ 60
	Northern News	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110	\$ -	\$ 110	\$ 110	\$ -	\$ 110
	Speaker	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60	\$ -	\$ 60	\$ 60	\$ -	\$ 60
	other Subscription	\$ 25	\$ 25	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ 25	\$ -	\$ 25
	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 25	\$ -	\$ -	\$ 25	\$ 25	\$ -	\$ 25	\$ 50	\$ -	\$ 50
1.0245.900.4.03.3750	Lease	\$ 5,400	\$ 1,350	\$ -	\$ 1,350	\$ 1,350	\$ -	\$ 1,350	\$ 1,350	\$ -	\$ 1,350	\$ 1,350	\$ -	\$ 1,350	\$ 5,400	\$ -	\$ 5,400
1.0245.900.4.03.3750	Travel Expenses	\$ 4,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Gas (50% to SBEC and 50% to Starter Company)	\$ 300	\$ 300	\$ -	\$ 300	\$ 300	\$ -	\$ 300	\$ 300	\$ -	\$ 300	\$ 300	\$ -	\$ 300	\$ 1,200	\$ -	\$ 1,200
	Insurance	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ 450	\$ -	\$ 450
	SBEC Conference June 2013 REIMBURSED	\$ 500	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ -	\$ 500
	EDAC April	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000
	Maintenance + Tires	\$ 100	\$ 100	\$ -	\$ 100	\$ 100	\$ -	\$ 100	\$ 600	\$ -	\$ 600	\$ 100	\$ -	\$ 100	\$ 900	\$ -	\$ 900
	Other	\$ 50	\$ 50	\$ -	\$ 50	\$ 70	\$ -	\$ 70	\$ 60	\$ -	\$ 60	\$ 70	\$ -	\$ 70	\$ 250	\$ -	\$ 250
1.0245.900.4.03.3755	Summer Company Expenses (marketing + other expenses)	\$ 1,500	\$ 1,200	\$ -	\$ 1,200	\$ 300	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500	
1.0245.900.4.03.3810	Events	\$ 10,200	\$ 450	\$ -	\$ 450	\$ 1,000	\$ -	\$ 1,000	\$ 4,200	\$ -	\$ 4,200	\$ 4,550	\$ -	\$ 4,550	\$ 10,200	\$ -	\$ 10,200
	Non-Refundable HST Portion 1.8%	\$ 999	\$ 328	\$ -	\$ 328	\$ 163	\$ -	\$ 163	\$ 256	\$ -	\$ 256	\$ 252	\$ -	\$ 252	\$ 999	\$ -	\$ 999
	GENERAL EXPENSES SUB-TOTAL	\$ 43,688	\$ 14,344	\$ -	\$ 14,344	\$ 7,109	\$ -	\$ 7,109	\$ 11,217	\$ -	\$ 11,217	\$ 11,018	\$ -	\$ 11,018	\$ 43,688	\$ -	\$ 43,688

NET TOTAL																	
	Revenue minus Wages minus Expenses	\$ 0	\$ 54,666	\$ -	\$ 54,666	\$ (23,025)	\$ -	\$ (23,025)	\$ (7,107)	\$ -	\$ (7,107)	\$ (24,534)	\$ -	\$ (24,534)	\$ 0	\$ -	\$ 0

**2014 Enterprise Temiskaming In-Kind
based on 2013 Actuals**

Items	2013 Actuals	Allocation	
		%	Allocation
Hydro Electric	\$ 31,274.17	1.77%	\$ 554.55
Heating Oil & Gas	\$ 8,069.03	1.77%	\$ 143.08
Building Cleaning Services (estimate)	\$ 38,843.88	1.77%	\$ 688.77
Supplies, Materials & Service Contracts	\$ 7,919.94	1.77%	\$ 140.43
IT Support	\$ 109,439.43	1.79%	\$ 1,954.28
Ceridian Service Contract	\$ 10,647.17	0.67%	\$ 70.98
Telephone & Telephone Support	\$ 39,153.66	2.33%	\$ 910.55
Fax & Postage Service Contract	\$ 4,921.69	4.35%	\$ 213.99
Municipal Insurance	\$ 267,775.93	0.02%	\$ 44.38
Website Maintenance	\$ 4,273.92	1.79%	\$ 76.32
Photocopier	\$ 6,533.13	4.35%	\$ 284.05
Total Operating Costs			\$ 5,081.36

Items	2013 Wages /Overhead	Allocation	
		%	Allocation
Administrative Coverage			\$ 17,895.73
Total Coverage			\$ 17,895.73

Total per year \$ 22,977.10

Subject: Municipal Hazardous or Special Waste – Orange Drop Event

Report No.: PW-008-2015

Agenda Date: March 3, 2015

Attachments

Appendix 01: Orange Drop Reference Guide

Appendix 02: Draft Agreement – Drain-All Ltd.

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-008-2015;
2. That Council agrees to host an Orange Drop Event on June 6th, 2015; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with Drain-All Ltd. to provide collection and disposal services for the Orange Drop Event for consideration at the March 3, 2015 Regular meeting of Council.

Background

At the Regular Council Meeting on April 2nd, 2013, the City of Temiskaming Shores entered into an agreement with Stewardship Ontario to permit the City to host an Orange Drop Collection Event. By-law No. 2015-025 amended the initial by-law permitting the City to host another event. Stewardship Ontario's Orange Drop Program provides funding for such events and allows Ontario residents with a free, safe and easy way to dispose of those household products they use every day that require special handling when they are finished with them. The extended producer responsibility model covers the costs of collection and disposal once the consumer has finished using the product. **Appendix 01 – Orange Drop Reference Guide** provides further details on the program and the type of materials accepted for collection.

Municipal staff had previously released a Request for Expressions of Interest (PW-REOI-002-2012) for registered transporters to submit corporate profiles and pricing to host an Orange Drop Collection Event in Temiskaming Shores. The City received Expression of Interest from Buckham Transport and Drain-All Ltd.

Analysis

Municipal staff is recommending that our yearly Orange Drop Event be held on Saturday June 6th, 2015 from 9 am to 2 pm. It is felt that it is important to provide such a

service to allow residents of Temiskaming Shores a way to dispose of these hazardous products.

As noted above, a Request for Expressions of Interest for registered transporters was previously released which saw two submissions. Municipal staff contacted the two transporters that showed interest and requested a quote to host another event within the City. Analysis of the quotes was performed resulting in staff recommending that the City enter into an agreement with Drain-All Ltd. to provide the necessary services to host the one day Orange Drop Event. **Appendix 02** is a draft agreement with Drain-All Ltd.

With respect to the quotes obtained from the two transport companies, Drain-All outlined that they would provide a one day collection event at cost of \$ 4,700 plus per diem based on tonnage of MHSW collected and Buckham Transport Ltd. indicated a one day collection event would be provided at \$4,500 plus per diem based on tonnage. Although the operation/mobilization costs are lower with Buckham Transport Ltd., the costs associated with the collection and disposal of the hazardous material is lower with Drain-All. Therefore it is staff's recommendation to enter into an agreement with Drain-All Ltd. to provide the necessary services involved in hosting the Orange Drop Event.

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

Funds have been proposed for Council's consideration within the 2015 operating budget.

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

MAKE THE DROP!

WHAT IS ORANGE DROP?

Orange Drop is a recycling program aimed at keeping hazardous and special waste materials out of Ontario's landfills and waterways.

The Orange Drop Program allows Ontarians to return designated materials to local Municipal HHW Depot, retail sites and collection events across Ontario.

FOLLOW THE BUD RULE:

- **Buy** only what you need.
- **Use** it all up.
- **Drop** off the rest and we'll recycle, reprocess or safely dispose of it.

WHAT MATERIALS DOES ORANGE DROP INCLUDE?



● PAINTS , COATINGS AND THEIR CONTAINERS

Store any leftovers properly with a secured lid and out of reach of animals and children. Oil based paints and stains are flammable - store away from sources of sparks or heat.



● SOLVENTS AND THEIR CONTAINERS

Keep tightly sealed in a cool area (always avoid sources of heat and flame) and follow any storage directions on the label. Ventilate work and storage areas. Don't mix solvents and don't fill containers full - solvents need room to expand. Transport in the trunk of a vehicle if possible, but don't store them there.



● SINGLE-USE DRY CELL BATTERIES

Store in a secure, dry place out of the reach of children and pets.



● PRESSURIZED CONTAINERS

Store outside in an area where they are least likely to suffer from physical damage or tampering. Keep away from heat sources and never puncture them. When transporting pressurized containers secure them in an upright position on a flat surface.



● LAWN FERTILIZERS, PESTICIDES AND THEIR CONTAINERS

All of these products and their containers require proper storage, handling and disposal. Handle with care and follow manufacturers' instructions.



● ANTIFREEZE AND ITS CONTAINERS

Collect and store spent antifreeze in sealed, labeled, plastic or metal container, away from heat sources, children and pets. Handle antifreeze in an area that's well ventilated, clean up spills with absorbent material, such as kitty litter.



● EMPTY LUBRICATING OIL CONTAINERS - 30L OR LESS

Do not mix oil residues, hydraulic fluids etc. with any other liquids.



● OIL FILTERS

Place used oil filters in a sealed bag.

Take care when storing or transporting Orange Drop materials.

ORANGEDROP
Makethedrop.ca

MAKE THE DROP!

HOW DO I PARTICIPATE?

The simplest way to participate is to designate a space in your home to gather household hazardous waste that is no longer of use to you - and that you can't share with a friend or neighbour. Once you are ready to drop off these materials, visit www.makethedrop.ca to search by item and postal code to find the most convenient Orange Drop location. There is no charge to drop them off.

**SO, IF IN DOUBT... DON'T THROW IT OUT...
MAKE THE DROP TODAY!**

Visit our website www.makethedrop.ca to find your closest Municipal HHW Depot, return-to-retail location, or an upcoming collection event.

WHO PAYS FOR THIS PROGRAM?

The manufacturers (brand owners) and importers of designated household hazardous or special waste materials are obligated to cover 100 per cent of the costs of the Orange Drop Program. These companies (also known as "stewards") are required to register, report and pay steward fees to Stewardship Ontario - the organization who manages the Orange Drop Program - based on the amount of materials they put into the Ontario marketplace.

DID YOU KNOW?

In 2010, the Orange Drop Program diverted through collection a total of:

📍 **26,482,462** kilograms of waste from landfills and waterways.

Included in this diversion, were:

📍 **11,165,716** kilograms of paints and coatings - comparable to the weight of 2,427 adult African elephants

📍 **7,958,114** kilograms of oil filters which is equal to the weight of 151 City of Toronto transport trucks filled with Blue Box recycling

📍 **761,860** kilograms of single-use dry-cell batteries which is equivalent to the weight of 48 school buses

WHAT ABOUT ECO FEES?

There are nine materials which retailers may opt to charge you eco fees on. These fees have been in place since June 2008.

It is up to the individual companies and their supply chain partners, including retailers, to make the best decisions for their businesses. Some companies will internalize the cost, while others may charge consumers an eco fee at the point-of-purchase.

Visit www.makethedrop.ca to read more about eco fees.



WHY SHOULD I PARTICIPATE IN ORANGE DROP?

Throwing these items in the garbage or pouring them down the drain can be dangerous to our families, animals and our environment.

If hazardous or special materials are buried in landfill or disposed of incorrectly, chemicals can leak into the ground or enter the sewer system and contaminate our drinking water.

In addition, many of these items can be recycled and repurposed to create new products and materials which conserves the use of our natural resources.



ORANGEDROP
Makethedrop.ca

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to enter into an agreement with
Drain-All Ltd. as a Registered Transporter for the
City's Municipal Hazardous and Special Waste (MHSW)
2015 Orange Drop Collection Event**

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

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

And whereas Council considered Administrative Report No. PW-008-2015 at the March 3, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Drain-All Ltd. to provide collection and disposal services for the Orange Drop Event scheduled for June 6, 2015 for consideration at the March 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 authorizes an agreement with Drain-All Ltd. for collection and disposal services relating to the City's Orange Drop Collection Event (Municipal Hazardous and Special Waste – MHSW) scheduled for Saturday, June 6, 2015, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

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

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to
By-law No. 2015-000

Agreement between
The Corporation of the City of Temiskaming Shores
and
Drain-All Ltd.
for Collection and Disposal Services
related to the City of Temiskaming Shores’
Orange Drop Collection Event

This agreement made in duplicate this 3rd day of March, 2015.

Between:

Drain-All Ltd.
(hereinafter called the "Transporter")
of the First Part,

And:

The Corporation of the City of Temiskaming Shores
(hereinafter call the "Municipality")
of the Second Part,

Whereas the Municipality has entered into an agreement with Stewardship Ontario to permit the municipality to host Municipal Hazardous or Special Waste (MHSW) Services Depot commonly known as "*Orange Drop*";

And whereas the Municipality is obligated to utilize a Service Provider that is registered with Stewardship Ontario as a transporter;

And whereas the Municipality desires to enter into an agreement with Drain-All Ltd. "*the Transporter*" to perform the obligations of collection and disposal of Municipal Hazardous or Special Waste (MHSW) in regards to the collection event;

And whereas the Municipality and the Transporter 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 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 Collection Services** means all the activities, including those conducted at an Event on behalf of the Municipality for the purpose of receiving, classifying, packing, storing and transferring Obligated MHSW onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event;
- 1.3 Diversion Report** means invoices, MHSW material tonnage reports, or other such documents produced by the Transporter as may be reasonably required to validate Claims Submissions by the Municipality to Stewardship Ontario (SO);
- 1.4 End Processor** means a Service Provider that processes collected Obligated MHSW;
- 1.5 Event** means a one-day or other collection event operated by the Transporter in concert with the Municipality to collect, pack, transport, weigh and process MHSW from the public and/or Exempt Small Quantity ICI Generators;

- 1.6 Exempt Small Quantity ICI Generator or Exempt SQG** means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18(1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;
- 1.7 Manifesting** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- 1.8 Non-Commingled Materials** means the materials identified by Stewardship Ontario that must be packed separately for transportation as per the Packing Standards;
- 1.9 Obligated MHSW** means MHSW designated as Phase I in the Minister's program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- 1.10 Packing Standards** means the Waste Packing Protocols identified by Stewardship Ontario and as may be amended from time to time;

2.0 Collection Event

The Collection Event related to the obligations of the Parties under this Agreement shall be held on **Saturday, June 6, 2015** scheduled to commence at 9:00 am and terminate at 2:00 pm. The Parties under this agreement further agree that the termination time may be extended should circumstance warrant (i.e. line-up of vehicles wanting to dispose of MHSW materials)

3.0 Title and Compliance with Laws

Title to all Obligated MHSW collected will belong to Stewardship Ontario from the time of collection. In performing the MHSW services, the Transporter represents and warrants that it will at all times to have all Certificates of Approval and/or Environmental Compliance Approval and any other approvals required and that it will otherwise comply at all times with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

4.0 Stewardship Ontario Collection Site Standards

- 4.1 Appendix 01 – Stewardship Ontario Standards**, being Schedule "E" to By-law No. 2013-048, as amended being an agreement between Stewardship Ontario and the Municipality outlines the policies, standards and guidelines developed by Stewardship Ontario.
- 4.2** The Transporter shall use best efforts to comply with the provisions of all such policies, standards and guidelines as they pertain to the provision of the MHSW Services.

5.0 Indemnity and Insurance

- 5.1** Each party (the "indemnifying Party") hereby indemnifies and saves harmless the other party (the "indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of

actions causes of actions, damages, but not including consequential damages, costs, loss or expenses of whatever kind, including related legal fees on a full indemnity basis which the indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any willful misconduct or negligence of the indemnifying Party or any person for whom the indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement

- 5.2 The Transporter will, during the term of this Agreement maintain at its expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence.
- 5.3 The Comprehensive General Liability policy of insurance referred to in this section will include the Municipality as an additional insured.
- 5.4 The Transporter will deliver a copy of a Certificate of Insurance maintained by the Transporter pursuant to this Agreement, upon the effective date of this Agreement naming the Municipality as an additional insured 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.

6.0 Price and Payment

The Municipality will pay for the collection and transportation of MHSW materials as described in **Appendix 02 – Disposal Pricing** to the Transporter.

7.0 Governing Law

This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

8.0 Public Courtesy

The Transporter shall ensure that all employees engaged in the collection services are courteous with the general public.

9.0 Workplace Safety and Insurance Act

The Transporter 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*. The Consultant shall make a **Statutory Declaration** when requested by the Municipality that all assessment or compensation have been paid.

10.0 Assignment and Sub-Contractors

- 10.1 The Transporter 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 Municipality.

10.2 The Transporter shall be held as fully responsible to the Municipality 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.

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed, Sealed and Delivered
in the present of

Drain-All Ltd.
Party of the First Part

Steve Tebworth

Seal (if applicable)

Witness
Name: _____

**The Corporation of the City of
Temiskaming Shores**
Party of the Second Part

Mayor - Carman Kidd

Corporate Seal

David B. Treen – Municipal Clerk

Schedule "E" – Stewardship Ontario Standards

Commingled Materials

- Fertilizers, and the containers in which they are contained;
- Pesticides, and the containers in which they are contained;
- Solvents, and the containers in which they are contained;
- Single-use dry cell batteries (collected at Events), and
- Aerosols, as defined under Paints & Coatings, Pesticides and Solvents;

that are Obligated MHSW.

Non-Commingled Materials

- Antifreeze, and the container in which they are contained;
- Containers that have a capacity of 30 litres or less that were manufactured and used for the purpose of containing lubricating oil;
- Oil filters – after they have been used for their intended purpose;
- Paints and Coatings, and containers in which they are contained;
- Pressurized containers; and
- Single-use dry cell batteries (collected at Depots),

that are Obligated MHSW.

The following are Stewardship Ontario's MHSW collection Site Standards applicable to this agreement as of the date of this agreement. Revisions to these standards will be posted on www.stewardshipontario.ca

2015 Disposal Pricing



Drain-All

Napanee Operations - www.drainall.com
444 Advance Ave., Napanee, Ontario, K7R 3Z6
Tel: (613) 354-9393 / 1-800-265-3868 Fax: (613) 354-9076

February 18, 2015

The City of Temiskaming Shores
Steve Burnett
P. O. Box 2050
325 Farr Dr.
Haileybury, Ontario
P0J 1K0

Dear Steve:

We at Drain-All Ltd. (Napanee) are pleased to provide the following quotation for MHSW event (ORANGE DROP COLLECTION EVENT) of the following waste material at the **Event Day to be held on Saturday, June, 6, 2015 (other dates available).**

Mobilization/ Operations **\$ 4,700.00**

This will include: 1 tractor trailers, one supervisor/chemical technician, 2 chemical technicians, and 1 helper; lab packing and loading full drums of waste, and the transportation to Ottawa.

The event time would be from 9:00 am till 2:00 pm, with Drain-All Ltd. employees arriving at the site to set up at 8:00 am. The above pricing also includes: Drain-All Ltd. MOBILE C. of A, check in sheets, all supplies, drums and manifests. All volunteers would receive tyvak suits, safety glasses and gloves from Drain-All. Drain-All Ltd. would assist you in obtaining or renewing your generator number through HWIN.

<u>DESCRIPTION</u>	<u>PRICE 2015(\$/lab pack)</u>	<u>ESTIMATED VOLUME</u>
STEWARDSHIP ONTARIO	PHASE ONE MATERIAL	
PAINT	135.00	40 LAB PACKS
BATTERIES	2.90/KG	200 KG
FLAMMABLES	65.00	25 LAB PACKS
AEROSOL	90.00	3 LAB PACKS
SMALL PROPANE	195.00	1 LAB PACK
PESTICIDES	150.00	2 LAB PACKS
FERTILIZERS	90.00	1 LAB PACK
ANTIFREEZE	65.00/BULK DRUMS	1 BULK DRUM
OIL FILTERS	90.00	1 LAB PACK
EMPTY OIL CONTAINERS	0.00/KG	100 KG
MUNICIPAL	PHASE THREE MATERIAL	
PHARMACEUTICALS	90.00	1 LAB PACK
FIRE EXTINGUISHER	90.00	1 LAB PACK
SHARPS	8.00/KG	5 KG

LIGHT TUBES	0.40/FOOT	200 FEET
LIGHT BULBS	0.80/BULB	40 BULBS
ACIDS	90.00	1 LAB PACK
BASE	95.00	2 LAB PACKS
OXIDIZERS	05.00	1 LAB PACK
OIL TOTE (1,000 liter tote)	0.10/LITER	1 TOTE



Drain-All

**Napanee Operations - www.drainall.com
444 Advance Ave., Napanee, Ontario, K7R 3Z6
Tel: (613) 354-9393 / 1-800-265-3868 Fax: (613) 354-9076**

Drain-All utilizes 3.3 cubic meter cages to contain the paint. This allows for quick and uniform storage of the 4 liter and 20 liters of paint related material. The cages being loaded by a forklift allows a quicker loading time at the end of the event day.

All above Stewardship Ontario materials will be collected to maximize payment from Stewardship.

The City of Temiskaming Shores would supply the following: staff (volunteers) to direct traffic, check in vehicles, unload the vehicles, and assist in bulking of oil. 5 –10 people are recommended for ease of operation. This is a cost saving measure for your municipality, as they should be at no cost to the municipality. These people could be environmental groups, service club members, volunteer firefighters, town counselors or any civic-minded persons or groups. The Town would also supply a non –hazardous bin (garbage) and a fork lift.

I look forward to working with you to meet your waste management needs. Should you require any further assistance, please contact me at our Napanee office at 613-354-9393

Sincerely

**Steve Tebworth
HHW Coordinator
Drain-All Ltd. (Napanee Office)**

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: March 2, 2015
Subject: 2015 Bucke Park Fee Schedule
Attachments: 2015 Bucke Park Fee Schedule

Mayor and Council:

At the Regular Council meeting of February 3, 2015 Administrative Report No. RS-001-2015 was presented and staff were directed to prepare the necessary by-law to amend Municipal Fee By-law No. 2012-039 to modify fees for Bucke Park and the Municipal Marinas.

Following the presentation of the report, staff was notified that a fee for the storage of trailers during the summer and winter season were not included in the first draft of the proposed fee schedule, which resulted in the amending by-law (By-law No. 2015-046) receiving 1st and 2nd reading pending further review.

The fee for storage of boat trailers for the winter season is proposed to be set at \$100.00 plus applicable taxes and included in the line item of winter storage for sheds and decks.

The fee for storage of boat trailers during the summer season is included in the seasonal boat launch fee of \$160.00 and wording has been applied to the fee schedule to reflect the inclusion.

The daily launch fee of \$5.00 has been increased to \$10 per day.

There are no additional amendments to the proposed fee schedule for the municipal marinas.

Attached is the amended 2015 Bucke Park Fee Schedule and staff is recommending that:

1. Council for the City of Temiskaming Shores acknowledge receipt of Memo 002-2015- RS; and
2. That Council for the City of Temiskaming Shores direct staff to modify By-law No. 2015-046 being a by-law to amend Municipal Fees By-law No. 2012-039 to reflect changes for Bucke Park fees and permit consideration of third and final reading of By-law No. 2015-046 at the March 3, 2015 Regular meeting of Council.

Prepared by:

“original signed by”

Tammie Caldwell
Director of Recreation Services

Reviewed and submitted for
Council’s consideration by:

“original signed by”

Christopher W. Oslund
City Manager

2015 Fee Schedule – Bucke Park and Municipal Marinas

Bucke Park 2015					
	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		\$ 1,184.50	\$ 235.40	\$ 283.25	\$ 250.00
Winter Storage Sheds / Decks/ Boat Trailers					\$ 100.00
Daily Boat Launch Fee					\$ 10.00
Seasonal Boat Launch Fee (includes Summer Trailer Storage)					\$ 160.00

Municipal Marinas 2015	
	Fee 2015
Seasonal per foot	\$ 30.00
More than 1 slip/boat using two slips (per foot)	\$ 33.00
Monthly per foot (includes 15% Admin fee)	\$ 34.35
Monthly more than 1 slip/boat (per foot) – includes 15% Admin fee	\$ 37.90
Seasonal rate for Personal Water Craft (i.e. sea-doo)	\$155.00
Hydro (Seasonal)	\$ 150.00
Hydro & Air Conditioner (Seasonal)	\$ 296.00
Key Deposit	\$ 20.00
Winter Boat Storage on Municipal Property – Yearly Fee	225.00

The Corporation of the City of Temiskaming Shores

By-law No. 2015-046

**Being a by-law to amend By-law No. 2012-039, a by-law
to adopt Schedules of Departmental User Fees and Services
for the City of Temiskaming Shores – Bucke Park and Marinas**

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

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

And whereas Council considered Administrative Report No. RS-001-2015 at the Regular meeting of Council on February 3, 2015 and Administrative Report No. RS-002-2015 and directed staff to prepare the necessary by-law to amend Municipal Fees By-law No. 2012-039 to modify fees for Bucke Park and the Municipal Marinas.

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

1. That the Bucke Park table of Schedule “D” – Recreation Services of By-law No. 2012-039, as amended, be removed and replaced with the following:

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		\$ 1,184.50	\$ 235.40	\$ 283.25	\$ 250.00
Winter Storage Sheds / Decks / Boat Trailers					\$ 100.00
Daily Boat Launch Fee					\$ 10.00
Seasonal Boat Launch Fee (includes Summer trailer storage)					\$ 160.00

2. That the Municipal Marinas table of Schedule “D” – Recreation Services of By-law No. 2012-039, as amended, be removed and replaced with the following:

Municipal Marinas	
	Fee 2015
Seasonal per foot	\$ 30.00
More than 1 slip/boat using two slips (per foot)	\$ 33.00
Monthly per foot (includes 15% Admin fee)	\$ 34.35
Monthly more than 1 slip/boat (per foot) – includes 15% Admin fee	\$ 37.90
Seasonal rate for Personal Water Craft (i.e. sea-doo)	\$155.00
Hydro (Seasonal)	\$ 150.00
Hydro & Air Conditioner (Seasonal)	\$ 296.00
Key	\$ 20.00
Winter Boat Storage on Municipal Property – Yearly Fee	225.00

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

Read a first, second and third time and finally passed this 17th day of February, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-050

**Being a by-law to enter into a Funding Agreement with
Her Majesty the Queen in Right of Ontario as represented
by the Minister of Agriculture, Food and Rural Affairs for the
Ontario Community Infrastructure Fund – Application Based
Component OCIF AC-0286 Integration of
New Liskeard and Dymond water systems**

Whereas the Government of Ontario has created the Ontario Community Infrastructure Fund to provide stable funding to address critical core infrastructure; strengthen municipal asset management practices; provide a broad range of financial tools to address critical infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure;

And whereas the Ontario Community Infrastructure Fund is composed of two (2) components, firstly the Application-Based Component and secondly the Formula-Based Component;

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

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

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

And whereas the City applied for funding under the Ontario Community Infrastructure Fund (OCIF) Application Based Component and received correspondence from the Ministry of Agriculture, Food and Rural Affairs – Rural Programs Branch dated February 17, 2015 informing the City that our project for integrating the New Liskeard and Dymond water systems has been selected for funding under the program;

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs in the amount of \$1,520,000, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and

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

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

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule A to

By-law No. 2015-050

Being a funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Minister of Agriculture, Food and Rural Affairs

Ontario Community Infrastructure Fund

Application Based Component

(OCIF File No. OCIF FC-0286)

Integration of the New Liskeard and
Dymond water systems

ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(“Ontario”)

– and –

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(the “Recipient”)

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“**Adjust the Funds**” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“**Agreement**” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“**Arm’s Length**” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“**Auditor General**” means the Auditor General of Ontario.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“**Business Day**” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“**Communications Protocol**” means the protocol set out under Schedule “F” of this Agreement.

“**Conflict of Interest**” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“**Consultant**” means any third-party consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“**Contract**” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“**Crown Agency**” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“**Effective Date**” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“**Eligible Costs**” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“**End of Funds Date**” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“**Event of Default**” has the meaning given to it in section 15 of this Agreement.

“**Expiration Date**” means the date set out in Part B.4 of Schedule “B” of this Agreement.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“**First Nation**” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“**Fiscal Year**” means the period beginning April 1st in any year and ending on March 31st of the following year.

“**Funds**” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“**Indemnified Party**” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“**Ineligible Costs**” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“**Maximum Funds**” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“**Minister**” means the Minister of Agriculture, Food and Rural Affairs.

“**Ontario**” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“**Parties**” means Ontario and the Recipient.

“**Party**” means either Ontario or the Recipient, as the case may be.

“**Project**” means the project described in Schedule “A” of this Agreement.

“**Project Completion Date**” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“**PSSDA**” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“**Reports**” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

“**Requirements of Law**” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“**Substantial Completion**” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

“**Term**” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

1.3 Singular/Plural And Gender Terms. Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.

1.4 Pronouns. Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- “A” Project Description
- “B” Operational Requirements Under The Agreement
- “C” Financial Information For The Project
- “D” Eligible And Ineligible Costs
- “E” Aboriginal Consultation Requirements
- “F” Communications Protocol
- “G” Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3 GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 Ontario’s Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and

operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

- 3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.8 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.9 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.10 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule “G” of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule “D” of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule “D” of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule “D” of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
 - (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
 - (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

- 4.9 Insufficient Funds Provided By Legislature.** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or

penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after August 18, 2014 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario’s request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario’s request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to

the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:

- (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
- (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
- (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 *Recipient's Representations, Warranties And Covenants.* The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 *Governance.* The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

- (a) Establish a code of conduct and ethical responsibilities for the Recipient;
- (b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Establish decision-making mechanism;
- (d) Provide for the prudent and effective management of any Funds being provided under this Agreement;

- (e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meetings its obligations under this Agreement and strategies to address the identified risks;
- (f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
- (g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.3 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.4 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8 INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the Project, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule "B" of this

Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient's Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9 LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect,

special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or

- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10 ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:
- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
 - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups. By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the

Project to the Recipient as set out in Schedule “E” of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario’s delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient’s Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule “E” of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule “A” of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario. The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule “E” of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule “F” of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule “G” of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule “G” of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario’s request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

13.3 Compliance Attestation. The Recipient shall provide a compliance attestation that is signed by the Recipient’s Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14
RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

14.1 Recipient's Obligations Under Agreement. The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.

Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

14.3 Audits. Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

14.4 Auditor General. The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

14.5 Information. The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

14.6 Provision Of Information Is A True Condition Precedent. If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15 DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (c) The Recipient ceases to operate.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Consultants.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
 - (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

- 16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario.** Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.
- 16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest.** Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.18 Set-Off By Ontario.** In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).
- 16.19 Notice And Service Of Documents Under Agreement.** Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule “B” of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

- 16.20 Governing Law.** This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.
- 16.21 Agreement Executed In Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.
- 16.22 Entire Agreement.** This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty,

whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name:	George Borovilos	Date
Title:	Assistant Deputy Minister (A)	

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name:	_____	Date
Title:		

AFFIX
CORPORATE
SEAL

Name:	_____	Date
Title:		

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

The project is to integrate two water systems - former Town of New Liskeard and the Township of Dymond into one supply source and treatment facility with two storage facilities and a combined distribution system.

Output: Asset has been renewed and meets any relevant conditions and regulatory approvals.

Outcomes: Sufficient system redundancy; Improved maintenance efficiency; Reduced risk of system failure, collapse or complete asset failure; Increase system pressures; Reduced risk of non-potable water in system.

**SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT**

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 Effective Date Of Agreement. This Agreement is effective as of March 1, 2015.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 Insurance Requirements. The Recipient shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 Project Completion Date. The Project shall be Substantially Completed by December 31, 2016.

PART B.4 – EXPIRATION DATE

B.4.1 Expiration Date Of Agreement. Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2018.

PART B.5 – NOTICE AND CONTACT

B.5.1 Notice And Contact Information. Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Program Manager, Ontario Community Infrastructure Fund Telephone: 1-877-424-1300 Fax: 519-826-3398 Email: OCIF@ontario.ca</p>	<p>To Recipient: City of Temiskaming Shores 325 Farr Drive, PO Box 2050 Haileybury, Ontario P0J 1K0</p> <p>Attention: Christopher Oslund, City Manager Telephone: 705-672-3363 Fax: 705-672-2911 Email: coslund@temiskamingshores.ca</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Agriculture, Food and Rural Affairs in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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**SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT**

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million, Five Hundred and Twenty Thousand Dollars (\$1,520,000.00) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs (Original budget from application):
\$2,071,300.00

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Seventy-Three Percent (73%) for the Term of the Agreement. The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than August 18, 2014 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to twenty-five (25) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2018.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Completion Date
Milestone 1: Agreement Execution	March 13, 2015
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	June 15, 2015
Milestone 3: Submission and Acceptance of Final Report	November 30, 2016

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
Milestone 1: Execution of the Agreement by both Parties.	An amount up to fifty-five percent (55%) of the Maximum Funds	An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement. This Agreement shall be received by Ontario no later than March 13, 2015.

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
<p>Milestone 2: Upon receipt and acceptance by Ontario of required reports.</p> <p>If there is a variance between the date noted in Recipient Expected Completion Date for Milestone 2 (noted above) and the actual date Milestone 2 will be requested by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either</p> <p>(i) The Maximum Funds, less the amount paid at Milestone 1;</p> <p style="text-align: center;">or</p> <p>(i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient’s Revised Total Net Eligible Costs, less the amount paid at Milestone 1.</p>	<p>Construction Contract Award Report</p> <p>Revised Budget Report</p> <p>Progress Report</p>
<p>Milestone 3: Upon receipt and acceptance by Ontario of the Final Report and no later than March 5, 2017.</p> <p>Note that the Project must be Substantially Completed no later than the Project Completion Date noted in Schedule B.3.1.</p> <p>If there is a variance between the date noted in Recipient Expected Completion Date for Milestone 3 (noted above) and the actual date Milestone 3 will be requested by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;">or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient’s Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>

Part C.5 – Limit On Ontario’s Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario’s total contribution toward the Project shall not exceed ninety percent (90%) of the Project’s total Eligible Costs.

SCHEDULE “D”

ELIGIBLE AND INELIGIBLE COSTS

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to August 18, 2014 of this Agreement or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and

- (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
- (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

SCHEDULE “E”
ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;(c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory

aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

**SCHEDULE “G”
REPORTING REQUIREMENTS**

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Construction Contract Award Report - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution, the Recipient Expected Completion Date in Part C.4.1 of Schedule “C”
2.	Revised Budget Report must be based on tenders awarded to complete the project. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution, the Recipient Expected Completion Date in Part C.4.1 of Schedule “C” and no later than June 30, 2016.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.4 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the completion of the Project or no later than March 5, 2017.
5.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued

PART G.2 – REVISED BUDGET REPORT

REVISED BUDGET REPORT

This report will contain a revised budget for the entire Project based on Total Net Eligible Expenses after the construction has been tendered. This report should not be submitted until at least seventy percent (70%) of the Project costs have been awarded and shall be submitted no later than June 30, 2016.

REVISED TOTAL PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Total	\$	\$	\$
Less Any Actual or Potential Tax Rebates	\$	\$	\$
REVISED TOTAL NET ELIGIBLE COSTS	\$	\$	\$

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget, please provide an explanation.

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PROJECT CERTIFICATION

As the payment certifier or chief financial officer for _____The Corporation of the City of Temiskaming Shores, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief and are based upon actual awards of at least 70% of the Project costs.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued

PART G.3 – PROGRESS REPORT



PROGRESS REPORT

This report is due twice a year on January 15 and July 15 and as part of a Milestone 2 submission.

Name of Recipient _____

Name of Project _____ **Project Number** _____

Construction Percentage Completed _____

Key Dates: _____

Date	Forecasted	Actual
First Construction Tender Awarded		
70% of Project Costs Awarded		
Start Date of Construction		
End Date of Construction		

Description of Activities	Activity Status(On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued

Other Progress to date
<i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal groups, please include dates, where applicable or available</i>
Variance from original approved project (if any)
Do you need to adjust your Project Description based on Project progress? If so, explain why and by when?

Attestation:

I, (name of person who can bind the Recipient), confirm that my municipality/local services board is in compliance with the terms and conditions found in the Agreement for this Project (Project Name and Project number).

Name: _____

Title: _____

Date: _____

SCHEDULE “G” continued

PART G.4 – FINAL REPORT



FINAL REPORT

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

File No.:	Project Title:
Date:	Recipient Name:

Final Reports are to be completed and submitted to OMAFRA **within sixty (60) Business Days of the completion of the Project or as otherwise specified in the Agreement.** Please contact your Project Analyst should you have any questions filling in this report.

Section 1. Project Details

Dates	Forecasted in Application	Actual
Construction Start Date		
Construction End Date		

Was the Project completed as per your application and Schedule “A” or by any amending agreement??

Yes No If No, please provide details on any variances below

Project Variances (if applicable)

In reading the description provided in Schedule “A” of the Agreement or in any subsequent amendments, has your Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

SCHEDULE “G” continued

Section 2. Financial Information

Budget Item	Budgeted Cost	Actual Cost
GROSS ELIGIBLE COST	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST*	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached please provide a chart showing the following columns:

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

Section 3. Project Benefits and Impact Questions

The following questions must be completed with the results of your project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

SCHEDULE “G” continued

Project Benefits and Impacts

1. What was the primary objective of your Project?			
<input type="checkbox"/> Address urgent public health and safety issues. <input type="checkbox"/> Maintain public health and safety over the long-term. <input type="checkbox"/> Address barriers to economic growth.			
2. As detailed in your asset management plan (AMP), what was the priority of the Project you just completed with this funding?			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year? <input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____			
3. Please indicate which of the following benefits you have experienced or anticipate for your municipality/local services board as a result of the Project. Provide details where possible.			
	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in AMP addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved economic infrastructure that was identified as a barrier to growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Please indicate the impact of this Project funding on your AMP. Provide details where possible.			
	At project completion	Anticipated (1-2 years out)	Details
Revised targets for levels of service	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Improved ability to be more sustainable in financing the remaining AMP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
New measures or modified measures for this asset with respect to health and safety, longevity, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

SCHEDULE “G” continued

Section 4. Other Benefits / Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the province of Ontario.

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Section 5. Client Satisfaction Survey

Based on your project experience with Ontario, please indicate with an “X” in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.					
b. The report forms were easy to understand and complete.					
c. I was able to reach appropriate Ontario staff without difficulty.					
d. OMAFRA staff was knowledgeable.					
e. I received consistent advice from Ontario staff.					
f. Ontario staff was courteous.					

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied

3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied

4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all

SCHEDULE “G” continued**Section 6. Aboriginal Duty to Consult**

Please provide particulars as to how the requirements have been met under Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

Confirmation provided to Ontario indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to Aboriginal Groups discovered with respect to the Project. Yes No

Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario

Notice about the Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to express comments and concerns with respect to the following: Yes No

- the Project;
- adverse impacts on hunting, trapping, fishing and plant harvesting; and
- any burial grounds or archaeological sites of cultural significance.

A copy of this correspondence to identified Aboriginal Groups was provided to Ontario. Yes No

Ontario was made aware of any issue(s) identified by any Aboriginal Groups. Yes No

A copy of any correspondence/information between the recipient and any Aboriginal Groups was forwarded to Ontario. Yes No

SCHEDULE “G” continued

Section 7. Confidentiality, Certification and Signature

Confidentiality

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

<i>NAME OF AUTHORIZED OFFICIAL:</i>	
<i>TITLE:</i>	
<i>DATE:</i>	

The Corporation of the City of Temiskaming Shores

By-law No. 2015-051

**Being a by-law to amend the Town of New Liskeard
Zoning By-law 2233 - Accessible Upgrades**

Whereas pursuant to the provisions of the Planning Act, Section 34, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 2233 regulates the use of land and the use and erection of buildings and structures within the former Town of New Liskeard, now in the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-005-2015 at the Regular Council meeting held on February 17, 2015 and directed staff to prepare the necessary by-law to amend the Town of New Liskeard Zoning By-law No. 2233 for consideration at the March 3, 2015 Regular Council meeting;

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

1. Text Changes

- a) Section 2(9) is hereby amended by replacing the period after the word “maintained” at the end of the third paragraph with a semicolon and adding the word “or”, and by adding the following paragraph:

“Barrier-free access ramps and/or lifting devices.”

- b) Section 3 is hereby amended by adding the following new subsection:

3(30) BARRIER FREE ACCESS

The building setback and building area requirements of the by-law do not apply to barrier-free access ramps and lifting devices.

2. That all other provisions of By-law No. 2233 shall continue to apply.
3. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

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

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-052

**Being a by-law to amend the Township of Dymond
Zoning By-law 984 - Accessible Upgrades**

Whereas pursuant to the provisions of the Planning Act, Section 34, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 984 regulates the use of land and the use and erection of buildings and structures within the former Township of Dymond, now in the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-005-2015 at the Regular Council meeting held on February 17, 2015 and directed staff to prepare the necessary by-law to amend the Township of Dymond Zoning By-law No. 984 for consideration at the March 3, 2015 Regular Council meeting;

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

1. Text Changes

- a) Section 2(10) is hereby amended by replacing the period after the word “building” at the end of the third paragraph with a semicolon and adding the word “or”, and by adding the following paragraph:

“Barrier-free access ramps and/or lifting devices.”

- b) Section 3 is hereby amended by adding the following new subsection:

3(25) BARRIER FREE ACCESS

The building setback and building area requirements of this by-law do not apply to barrier-free access ramps and lifting devices.

2. That all other provisions of By-law No. 984 shall continue to apply.
3. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

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

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-053

**Being a by-law to amend the Town of Haileybury
Zoning By-law 85-27 - Accessible Upgrades**

Whereas pursuant to the provisions of the Planning Act, Section 34, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 85-27 regulates the use of land and the use and erection of buildings and structures within the former Town of Haileybury, now in the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-005-2015 at the Regular Council meeting held on February 17, 2015 and directed staff to prepare the necessary by-law to amend the Town of Haileybury Zoning By-law No. 85-27 for consideration at the March 3, 2015 Regular Council meeting;

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

1. Text Changes

a) Section 2.14 is hereby amended by adding the following:

Structure	Yards in Which Projection is Permitted	Maximum Encroachment Into Yard
Barrier-free access ramps and/or lifting devices	Any yard	No minimum yard or setback requirement

b) Section 2 is hereby amended by adding the following new section:

2.42 Barrier Free Access

Notwithstanding any other provision to the contrary in this By-law, maximum lot coverage and minimum yard requirements do not apply to barrier-free ramps and lifting devices.

2. That all other provisions of By-law No. 85-27 shall continue to apply.

3. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.

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

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

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-054

Being a by-law to amend By-law No. 2013-011, as amended being a by-law to Adopt a Municipal Business, Travel and Expense Policy for the City of Temiskaming Shores

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

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

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

And whereas Council adopted By-law No. 2013-011 on February 5, 2013 being a by-law establishing the authority and reporting requirements for Business Travel and Expenses associated with business relating to the City of Temiskaming Shores subject to certain exceptions set out therein;

And whereas Council considered Administrative Report CS-009-2015 at the February 17, 2015 Regular meeting of Council and adopted Resolution 2015-144 approving a mileage rate of \$0.45/km and directed staff to prepare the necessary by-law to amend By-law No. 2013-011 (Expense Policy) for consideration at the March 3, 2015 Regular meeting of Council;

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

1. That Article 3.21 – Rate per Kilometre of Schedule “A” to By-law No. 2013-011 be replaced with the following:

3.21 Rate per Kilometre

The rate per kilometre payable by the municipality for transportation costs shall be \$0.45/km.

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

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-055

Being a by-law to enter into an Agreement with Jacob Laforest for the provision of Concession Services at the New Liskeard Spurline Concession

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

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

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

And whereas Council considered Administrative Report CS-007-2015 at the February 17, 2015 Regular meeting of Council and Supplemental Administrative Report Cs-007-001-2015 at the March 3, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an Agreement with Jacob Laforest (Big Scoops) for the Operation of Concession Services at the New Liskeard Spurline Concession for consideration at the March 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 the Mayor and Clerk be authorized to enter into an Agreement with Jacob Laforest for the Operation of Concession Services at the New Liskeard Spurline and Beach for the period covering May 1, 2015 to September 30, 2019, 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 March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-055

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Jacob Laforest

for Concession Services
at the New Liskeard Spurline

This agreement made the 3rd day of March, 2015

Between:

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

And:

Jacob Laforest
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming, being parts 1 to 11 on Reference Plan 54R-2733, Parcel 22186 S.S.T.

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the Landlord's Building known as the Spurline Concession containing a rentable area of Four Hundred Square Feet (400 ft²) located at, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing on May 1, 2015, to September 30, 2019.

3. Rent

The Tenant shall pay the Landlord One Thousand Dollars (\$1,000) plus HST on the first day of each month of May, June, July, August and September during the term of the agreement (\$5,000 plus HST per year). The Landlord reserves the right to review and adjust the rental rate after the first year in relation to operational costs, more specifically electricity costs.

Rent is payable to the City of Temiskaming Shores. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0; **and** the parties hereto covenant and agree as follows:

4. Tenants Covenants

- a) **Rent** – to pay rent;
- b) **Telephone** – to pay when due the cost of telephone supplied to premises if required;
- c) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for

- property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- d) **Equipment** – that if the City owned equipment provided becomes damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
 - e) **Maintenance of Grease Interceptor** – it is the responsibility of the Tenant to ensure the grease interceptor is properly maintained on a regular basis in accordance to Section 11.2 – Food Related Grease Interceptors of By-law 2012-032, as amended hereto attached as Appendix 01 and forming part of this agreement;
 - f) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
 - g) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
 - h) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
 - i) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give

reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- j) Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- k) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and
- l) Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

5. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of

the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;

- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the

Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;

- k) **Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1st day of June prior to the commencement of the renewal term;
- l) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Tenant, to it, at c/o Shelly Zubyck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Landlord, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

7. Headings

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

8. Effect of Lease

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

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

Signed and Sealed in)
the presence of)

Jacob Laforest (Big Scoops)

Jacob Laforest, Owner

Witness

Name: _____

Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

**Section 11.2 Food Related Grease Interceptors
from By-law No. 2012-032**

11.2 Food Related Grease Interceptors

- 11.2.1 Every owner or operator of a restaurant in an industrial, commercial or institutional premise that prepares, cooks, or processes food products and is connected directly or indirectly to a sewer, shall install and maintain a properly functioning grease interceptor.
- 11.2.2 Every owner or operator of a grease trap required under section 11.2.1 shall ensure that every effort is taken to minimize or limit grease from entering the City's sanitary sewer system.
- 11.2.3 All new or replacement grease traps required under section 11.2.1 shall ensure that they are isolated from any discharge from a glass washer, dishwasher or any appliance which discharges hot water at a temperature greater than 65 C (degrees Celsius) but not a hot water tank.
- 11.2.4 The use of emulsifying degreasers to clean grease traps is prohibited.
- 11.2.5 The Director may order an owner or operator of a grease trap required under section 11.2.1 to undertake regular maintenance of the grease trap and to maintain a maintenance log to document when maintenance work is performed.
- 11.2.6 The owner or operator of a grease trap required under section 11.2.1 shall at all time ensure that all maintenance records required by way of an order are fully accessible to the Director of Public Works for the purpose of observing that proper maintenance practices are being followed.
- 11.2.7 Where the City is required to remove blockages of grease from a sanitary sewer and an inspection of any adjacent premises with a grease trap required pursuant to section 11.2.1 indicates that the grease trap is not functioning properly or is not being adequately maintained, the premises will be billed for the City's cost to unplug the sewer even if it is not possible to show that the premises caused the blockage. If the inspection shows that more than one premise has not maintained a grease trap the costs shall be split evenly between each premises.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-056

Being a by-law to enter into an agreement with Miller Paving Limited for the Removal and Replacement of the Pete's Dam Recreational Trail Water Crossing Structure (Pedestrian Bridge) within the City of Temiskaming Shores

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

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

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

And whereas the Council considered Administrative Report No. RS-003-2015 at the February 17, 2015 Regular Council Meeting and adopted Resolution No. 2015-151 directing staff to submit a Project Report to OCIF – Formula Component to utilize the \$75,684 of funding for the Pete's Dam Recreational Trail Water Crossing structure project;

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the design, supply and installation of a pedestrian bridge for the Pete's Dam recreational trail at an upset limit of \$110,000 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

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

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2015-056

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for the design, supply and installation
of a Recreational Trail Water Crossing
structure (Pedestrian Bridge) at the Pete's
Dam Recreational Trail

This agreement made in duplicate this 3rd day of March, 2015.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called “the Owner”)

and

Miller Paving Limited

(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Proposal, a copy of which is attached hereto as Appendix 01 forming part of this agreement;
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01; and
- c) Complete, as certified by the Director, all the work by **August 31st, 2015.**

Article II:

The Owner will:

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

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

Miller Paving Limited
704024 Rockley Road
P.O. Box 248
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

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

Signed and Sealed in)
the presence of)

Contractor’s Seal)
(if applicable))

Miller Paving Limited

Manager – Britt Herd

Witness
Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2015-056

Form of Agreement



MILLER PAVING LIMITED

704024 Rockley Road, Box 248, New Liskeard, ON, POJ 1P0
Phone: (705) 647-4331 Fax: (705) 647-3611

January 28, 2015

Tammie Caldwell - Director of Recreation
City of Temiskaming Shores
PO Box 2050, 325 Farr Drive
Haileybury, ON POJ 1K0

Re: Pete's Dam Pedestrian Bridge Proposal

Miller is pleased to offer the following proposal for the design, supply and installation of a pedestrian bridge for the Pete's Dam recreational trail:

Proposal fee: \$110,000.00 plus HST

Our proposal fee includes the following:

1. Removal and disposal of existing abutments.
2. Design and construction of new abutments.
3. Design, supply and installation of a steel girder, wood deck pedestrian bridge complete with handrail, as per the attached typical pictures.
4. Design, supply and installation of granular ramps to the new abutments.
5. Supply and installation of bollards at each abutment to eliminate off-road vehicles.
6. MNR work permit.
7. Engineered drawings and notes for review by Temiskaming Shores staff.
8. DM Wills Structural Design Report dated July 2013.
9. Anticipate construction work to occur in July and/or August and duration will be approximately 4 weeks.

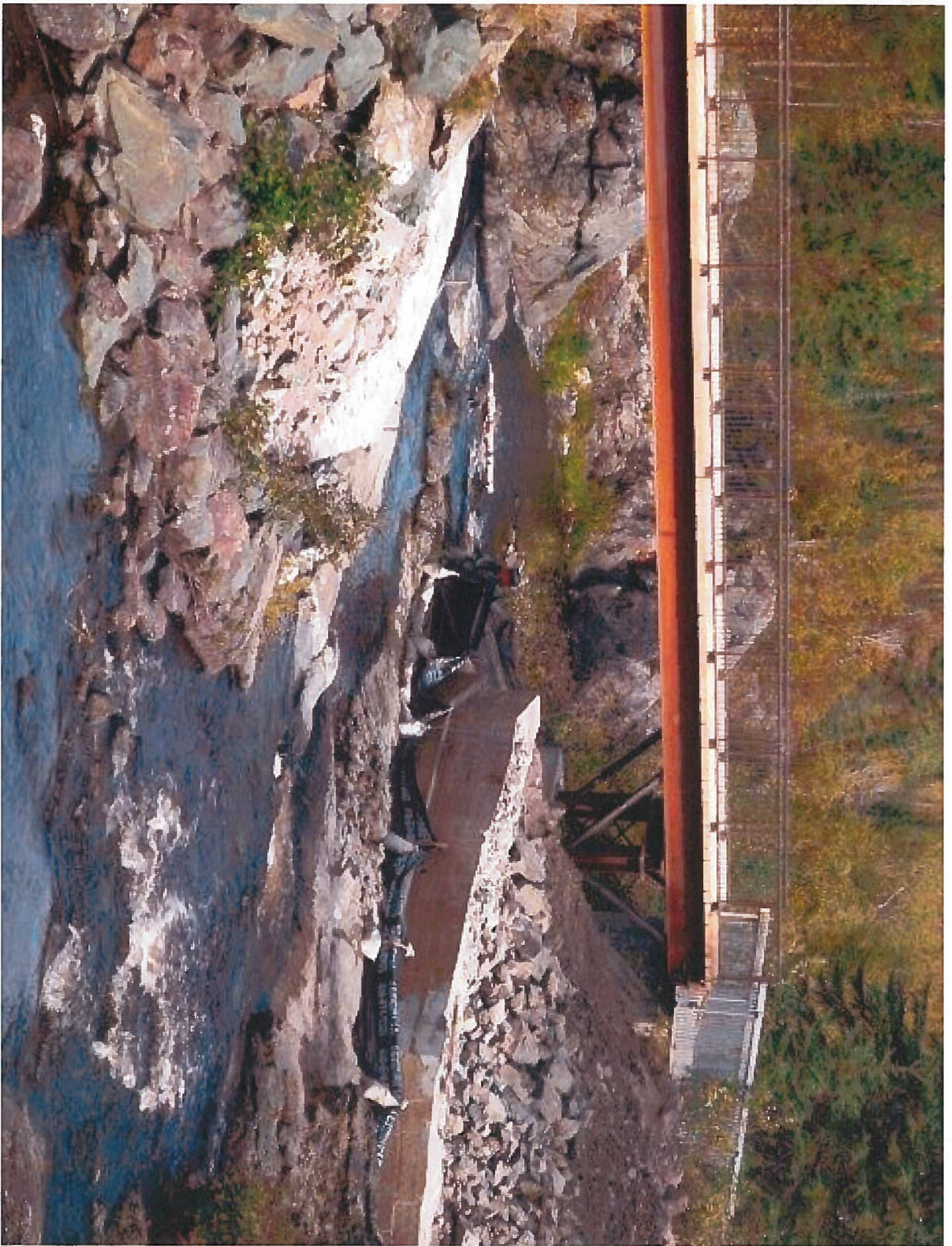
Proposal Assumptions:

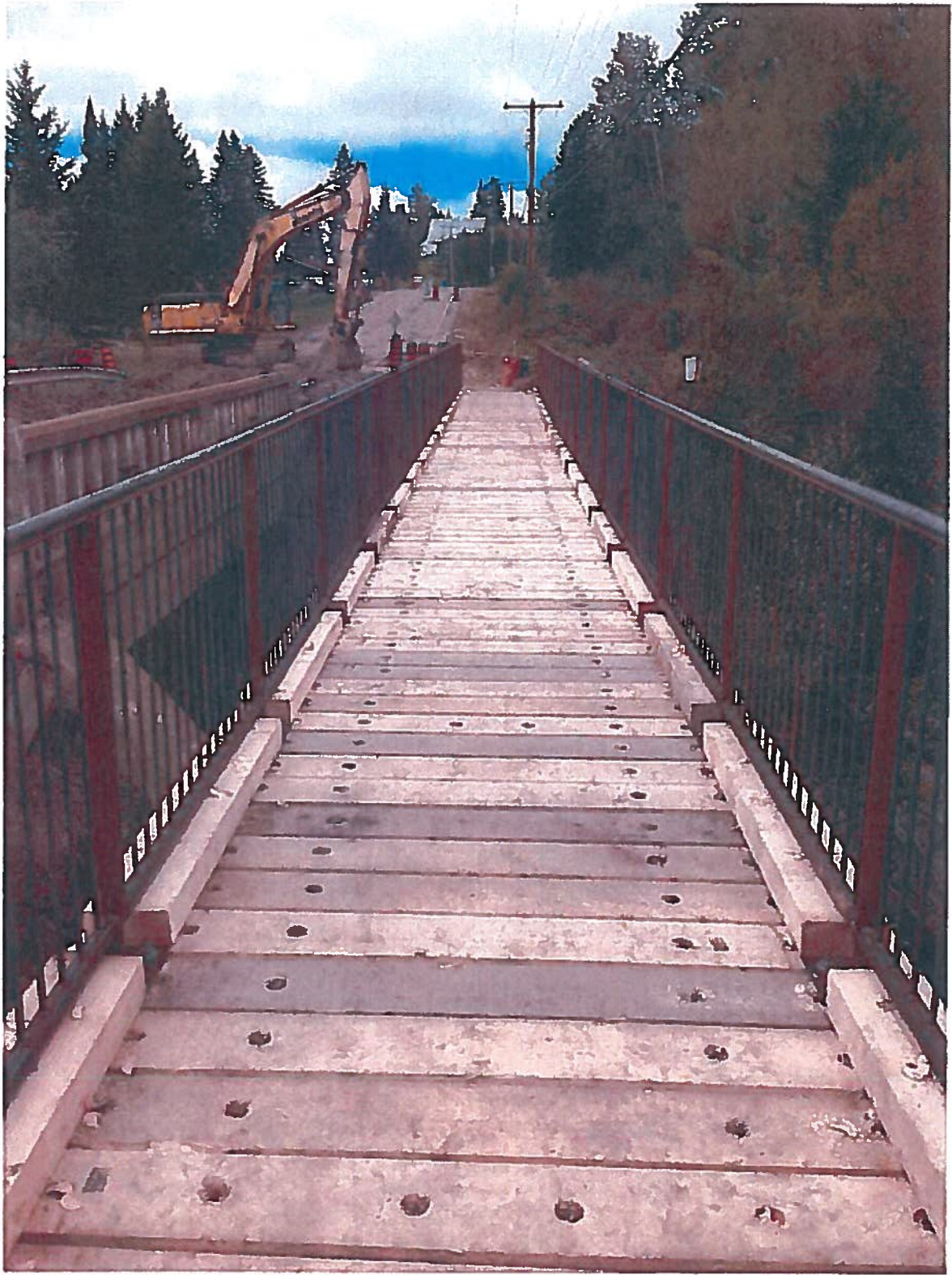
- a. Anticipate a spread footing for the abutments (wood or concrete); geotechnical work by the City shall confirm the type of soil.
- b. Installation of the bridge approximately 600mm (2 feet) lower than the existing bridge.
- c. MNR will sign off on work permit without additional studies or reviews for Species at Risk, Hydrology, etc.
- d. The City will negotiate with landowner to access the site via existing trail made for bridge removal.

We trust this is satisfactory.

Britt Herd

Manager, Estimating - Northern Group





The Corporation of the City of Temiskaming Shores

By-law No. 2015-057

**Being a by-law to enter into an agreement with
Drain-All Ltd. as a Registered Transporter for the
City's Municipal Hazardous and Special Waste (MHSW)
2015 Orange Drop Collection Event**

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

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

And whereas Council considered Administrative Report No. PW-008-2015 at the March 3, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Drain-All Ltd. to provide collection and disposal services for the Orange Drop Event scheduled for June 6, 2015 for consideration at the March 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 authorizes an agreement with Drain-All Ltd. for collection and disposal services relating to the City's Orange Drop Collection Event (Municipal Hazardous and Special Waste – MHSW) scheduled for Saturday, June 6, 2015, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

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

Mayor – Carman Kidd

Clerk – David B. Treen



**Schedule "A" to
By-law No. 2015-057**

Agreement between
The Corporation of the City of Temiskaming Shores
and
Drain-All Ltd.

for Collection and Disposal Services
related to the City of Temiskaming Shores'
Orange Drop Collection Event

This agreement made in duplicate this 3rd day of March, 2015.

Between:

Drain-All Ltd.
(hereinafter called the "Transporter")
of the First Part,

And:

The Corporation of the City of Temiskaming Shores
(hereinafter call the "Municipality")
of the Second Part,

Whereas the Municipality has entered into an agreement with Stewardship Ontario to permit the municipality to host Municipal Hazardous or Special Waste (MHSW) Services Depot commonly known as "*Orange Drop*";

And whereas the Municipality is obligated to utilize a Service Provider that is registered with Stewardship Ontario as a transporter;

And whereas the Municipality desires to enter into an agreement with Drain-All Ltd. "*the Transporter*" to perform the obligations of collection and disposal of Municipal Hazardous or Special Waste (MHSW) in regards to the collection event;

And whereas the Municipality and the Transporter 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 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 Collection Services** means all the activities, including those conducted at an Event on behalf of the Municipality for the purpose of receiving, classifying, packing, storing and transferring Obligated MHSW onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event;
- 1.3 Diversion Report** means invoices, MHSW material tonnage reports, or other such documents produced by the Transporter as may be reasonably required to validate Claims Submissions by the Municipality to Stewardship Ontario (SO);
- 1.4 End Processor** means a Service Provider that processes collected Obligated MHSW;
- 1.5 Event** means a one-day or other collection event operated by the Transporter in concert with the Municipality to collect, pack, transport, weigh and process MHSW from the public and/or Exempt Small Quantity ICI Generators;

- 1.6 Exempt Small Quantity ICI Generator or Exempt SQG** means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18(1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;
- 1.7 Manifesting** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- 1.8 Non-Commingled Materials** means the materials identified by Stewardship Ontario that must be packed separately for transportation as per the Packing Standards;
- 1.9 Obligated MHSW** means MHSW designated as Phase I in the Minister's program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- 1.10 Packing Standards** means the Waste Packing Protocols identified by Stewardship Ontario and as may be amended from time to time;

2.0 Collection Event

The Collection Event related to the obligations of the Parties under this Agreement shall be held on **Saturday, June 6, 2015** scheduled to commence at 9:00 am and terminate at 2:00 pm. The Parties under this agreement further agree that the termination time may be extended should circumstance warrant (i.e. line-up of vehicles wanting to dispose of MHSW materials)

3.0 Title and Compliance with Laws

Title to all Obligated MHSW collected will belong to Stewardship Ontario from the time of collection. In performing the MHSW services, the Transporter represents and warrants that it will at all times to have all Certificates of Approval and/or Environmental Compliance Approval and any other approvals required and that it will otherwise comply at all times with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

4.0 Stewardship Ontario Collection Site Standards

- 4.1 Appendix 01 – Stewardship Ontario Standards**, being Schedule "E" to By-law No. 2013-048, as amended being an agreement between Stewardship Ontario and the Municipality outlines the policies, standards and guidelines developed by Stewardship Ontario.
- 4.2** The Transporter shall use best efforts to comply with the provisions of all such policies, standards and guidelines as they pertain to the provision of the MHSW Services.

5.0 Indemnity and Insurance

- 5.1** Each party (the "indemnifying Party") hereby indemnifies and saves harmless the other party (the "indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of

actions causes of actions, damages, but not including consequential damages, costs, loss or expenses of whatever kind, including related legal fees on a full indemnity basis which the indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any willful misconduct or negligence of the indemnifying Party or any person for whom the indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement

- 5.2 The Transporter will, during the term of this Agreement maintain at its expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence.
- 5.3 The Comprehensive General Liability policy of insurance referred to in this section will include the Municipality as an additional insured.
- 5.4 The Transporter will deliver a copy of a Certificate of Insurance maintained by the Transporter pursuant to this Agreement, upon the effective date of this Agreement naming the Municipality as an additional insured 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.

6.0 Price and Payment

The Municipality will pay for the collection and transportation of MHSW materials as described in **Appendix 02 – Disposal Pricing** to the Transporter.

7.0 Governing Law

This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

8.0 Public Courtesy

The Transporter shall ensure that all employees engaged in the collection services are courteous with the general public.

9.0 Workplace Safety and Insurance Act

The Transporter 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*. The Consultant shall make a **Statutory Declaration** when requested by the Municipality that all assessment or compensation have been paid.

10.0 Assignment and Sub-Contractors

- 10.1 The Transporter 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 Municipality.

10.2 The Transporter shall be held as fully responsible to the Municipality 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.

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed, Sealed and Delivered
in the present of

Drain-All Ltd.
Party of the First Part

Steve Tebworth

Seal (if applicable)

Witness

Name: _____

**The Corporation of the City of
Temiskaming Shores**
Party of the Second Part

Mayor - Carman Kidd

Corporate Seal

David B. Treen – Municipal Clerk

Schedule "E" – Stewardship Ontario Standards

Commingled Materials

- Fertilizers, and the containers in which they are contained;
- Pesticides, and the containers in which they are contained;
- Solvents, and the containers in which they are contained;
- Single-use dry cell batteries (collected at Events), and
- Aerosols, as defined under Paints & Coatings, Pesticides and Solvents;

that are Obligated MHSW.

Non-Commingled Materials

- Antifreeze, and the container in which they are contained;
- Containers that have a capacity of 30 litres or less that were manufactured and used for the purpose of containing lubricating oil;
- Oil filters – after they have been used for their intended purpose;
- Paints and Coatings, and containers in which they are contained;
- Pressurized containers; and
- Single-use dry cell batteries (collected at Depots),

that are Obligated MHSW.

The following are Stewardship Ontario's MHSW collection Site Standards applicable to this agreement as of the date of this agreement. Revisions to these standards will be posted on www.stewardshipontario.ca

2015 Disposal Pricing



Napanee Operations - www.drainall.com
444 Advance Ave., Napanee, Ontario, K7R 3Z6
Tel: (613) 354-9393 / 1-800-265-3868 Fax: (613) 354-9076

February 18, 2015

The City of Temiskaming Shores
 Steve Burnett
 P. O. Box 2050
 325 Farr Dr.
 Haileybury, Ontario
 P0J 1K0

Dear Steve:

We at Drain-All Ltd. (Napanee) are pleased to provide the following quotation for MHSW event (ORANGE DROP COLLECTION EVENT) of the following waste material at the **Event Day to be held on Saturday, June, 6, 2015 (other dates available).**

Mobilization/ Operations **\$ 4,700.00**

This will include: 1 tractor trailers, one supervisor/chemical technician, 2 chemical technicians, and 1 helper; lab packing and loading full drums of waste, and the transportation to Ottawa.

The event time would be from 9:00 am till 2:00 pm, with Drain-All Ltd. employees arriving at the site to set up at 8:00 am. The above pricing also includes: Drain-All Ltd. MOBILE C. of A, check in sheets, all supplies, drums and manifests. All volunteers would receive tyvak suits, safety glasses and gloves from Drain-All. Drain-All Ltd. would assist you in obtaining or renewing your generator number through HWIN.

<u>DESCRIPTION</u>	<u>PRICE 2015(\$/lab pack)</u>	<u>ESTIMATED VOLUME</u>
STEWARDSHIP ONTARIO	PHASE ONE MATERIAL	
PAINT	135.00	40 LAB PACKS
BATTERIES	2.90/KG	200 KG
FLAMMABLES	65.00	25 LAB PACKS
AEROSOL	90.00	3 LAB PACKS
SMALL PROPANE	195.00	1 LAB PACK
PESTICIDES	150.00	2 LAB PACKS
FERTILIZERS	90.00	1 LAB PACK
ANTIFREEZE	65.00/BULK DRUMS	1 BULK DRUM
OIL FILTERS	90.00	1 LAB PACK
EMPTY OIL CONTAINERS	0.00/KG	100 KG
MUNICIPAL	PHASE THREE MATERIAL	
PHARMACEUTICALS	90.00	1 LAB PACK
FIRE EXTINGUISHER	90.00	1 LAB PACK
SHARPS	8.00/KG	5 KG

LIGHT TUBES	0.40/FOOT	200 FEET
LIGHT BULBS	0.80/BULB	40 BULBS
ACIDS	90.00	1 LAB PACK
BASE	95.00	2 LAB PACKS
OXIDIZERS	05.00	1 LAB PACK
OIL TOTE (1,000 liter tote)	0.10/LITER	1 TOTE



Drain-All

**Napanee Operations - www.drainall.com
444 Advance Ave., Napanee, Ontario, K7R 3Z6
Tel: (613) 354-9393 / 1-800-265-3868 Fax: (613) 354-9076**

Drain-All utilizes 3.3 cubic meter cages to contain the paint. This allows for quick and uniform storage of the 4 liter and 20 liters of paint related material. The cages being loaded by a forklift allows a quicker loading time at the end of the event day.

All above Stewardship Ontario materials will be collected to maximize payment from Stewardship.

The City of Temiskaming Shores would supply the following: staff (volunteers) to direct traffic, check in vehicles, unload the vehicles, and assist in bulking of oil. 5 –10 people are recommended for ease of operation. This is a cost saving measure for your municipality, as they should be at no cost to the municipality. These people could be environmental groups, service club members, volunteer firefighters, town counselors or any civic-minded persons or groups. The Town would also supply a non –hazardous bin (garbage) and a fork lift.

I look forward to working with you to meet your waste management needs. Should you require any further assistance, please contact me at our Napanee office at 613-354-9393

Sincerely

**Steve Tebworth
HHW Coordinator
Drain-All Ltd. (Napanee Office)**

The Corporation of the City of Temiskaming Shores

By-law No. 2015-058

**Being a by-law to amend By-law No. 2011-048, as amended
Being a by-law to enter into an Agreement with Her Majesty
the Queen in Right of Ontario as Represented by the Minister of
Infrastructure for the Rental of a Boat Slip at the Waterfront Marina
(OPP Boat Slip)**

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 Council entered By-law No. 2011-048 on April 19, 2011 being a by-law to enter into an Agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the rental of a boat slip (OPP Boat) at the Waterfront Marina;

And whereas Council considered Memo 003-2015-CS at the March 3, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to amend By-law No. 2011-048 to extend the lease agreement for an additional five (5) years;

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 her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the rental of a boat slip at the Waterfront Marina for the period of March 1, 2016 to February 28, 2021.
2. That By-law No. 2011-048 as amended be further amended by removing Schedule "A" and replacing with Schedule "A" attached hereto and forming part of this by-law.
3. That this by-law shall come into effect on March 1, 2016.

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

Mayor – Carman Kidd

Clerk – David B. Treen

LICENSE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in triplicate as of March 1, 2016.

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(the "Licensor")

OF THE FIRST PART

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF ECONOMIC DEVELOPMENT,
EMPLOYMENT AND INFRASTRUCTURE**

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. By a license agreement dated March 1, 2011, (the "Original License"), the Licensor did license unto Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure (now known as the "Minister of Economic Development, Employment and Infrastructure", who is the Licensee) for a term of five (5) years commencing on March 1, 2011 and ending on February 29, 2016 (the "Term"), the premises more particularly described as the storage facilities, being B7, for one boat of twenty-one (21) linear feet and as further defined in the Original License (the "Licensed Premises"), at the marina municipally known as 1 Whitewood Avenue and further known as 199 Riverside Drive (the "Marina"), in the municipality formerly known as New Liskeard, now the City of Temiskaming Shores, in the Province of Ontario (the "Lands"), as shown outlined on the aerial drawing in Schedule "A" and more particularly described in Schedule "B" both attached thereto, in addition to other terms and conditions as set out therein.
- B. Pursuant to the terms of the Original License, the Licensee was entitled to extend the Term for one (1) additional term of five (5) years.
- C. The Licensee has now exercised its right to extend the Term in accordance with the terms of the Original License as amended and extended, with an extension term commencing on March 1, 2016 and expiring on February 28, 2021 (the "First Extension Term").
- D. The Original License and this license extension and amending agreement (the "Agreement") are hereinafter collectively referred to as the "License", except as specifically set out herein.
- E. The parties have agreed to extend and amend the License on the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.
- 2. The License is hereby extended for the First Extension Term.
- 3. The First Extension Term shall commence on March 1, 2016 and expire on February 28, 2021.

4. For the period from March 1, 2016 up to and including February 28, 2017, the annual License Fee shall be Five Hundred Seventy-Seven Dollars and Fifty Cents (\$577.50), payable in equal monthly instalments of Forty-Eight Dollars and Thirteen Cents (\$48.13) each on the first day of each month during the said period, the first of such monthly instalments to be due and payable on March 1, 2016.

For the period from March 1, 2017 up to and including February 28, 2018, the annual License Fee shall be Six Hundred Thirty Dollars (\$630.00), payable in advance in equal monthly instalments of Fifty-Two Dollars and Fifty Cents (\$52.50) each on the first day of each month during the said period, the first of such monthly instalments to be due and payable on March 1, 2017.

For the period from March 1, 2018 up to and including February 28, 2021, the annual License Fee shall be Six Hundred Forty Dollars and Fifty Cents (\$640.50), payable in advance in equal monthly instalments of Fifty-Three Dollars and Thirty-Eight Cents (\$53.38) each on the first day of each month during the said period, the first of such monthly instalments to be due and payable on March 1, 2018.

5. The Licensee shall pay to the Licensor all applicable Sales Taxes assessed on the License Fee payable by the Licensee to the Licensor under this License.

“Sales Taxes” means all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by the Government of Canada and/or Ontario upon the Licensor, or the Licensee, or in respect of this License, or the payments made by the Licensee hereunder or the goods and services provided by the Licensor hereunder including, without limitation, the use of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

6. The extension contemplated pursuant to this Agreement is subject to all the covenants and agreements contained in the License, as amended and extended from time to time, save and except:

- (a) The Licensee shall be entitled to extend the License for one (1) further term of five (5) years (the “Second Extension Term”). The Second Extension Term shall be upon the same terms and conditions of the License except that there shall be no further right of extension and except for the License Fee, which shall for the Second Extension Term be based upon the market license rate as determined by the parties as of the date which is not less than six (6) months prior to the commencement of the Second Extension Term, or failing such agreement, by arbitration in accordance with the *Arbitration Act, 1991*, S.O. 1991, c.17, as amended, or any successor act. The Licensee shall give written notice to the Licensor of its extension of this License not less than three (3) months prior to the end of the First Extension Term.

- (b) Section 1.01 (j) of the Original License is hereby amended to provide the following addresses for notice to the Licensor:

The Corporation of the City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario POJ IKO
Attention: Shelly Zubyck, Director of Corporate Services
Fax: (705) 672-3200

- (c) Section 1.01 (i) of the Original License is hereby amended to provide the following addresses for notice to the Licensee:

Ontario Infrastructure and Lands Corporation
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Asset Management

Fax: (705) 564-7570

With a copy to:

Ontario Infrastructure and Lands Corporation
777 Bay Street, Suite 900
Toronto, Ontario M5G 2C8
Attention: Director, Legal Services (Real Estate and Leasing)
Fax: (416) 326-2854

And an additional copy to:

CBRE Limited
Global Corporate Services
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: Director, Lease Administration – OILC
Fax: (416) 775-3989

Notices shall be delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the (5th) Business Day day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the *Electronic Commerce Act, 2000*, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this License or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section.

Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed. “**Business Day**” means any day which is normally considered a regular day of business for most government offices for the Province of Ontario.

- (d) The Licensor agrees that upon the request of the Licensee, the Licensor, and any Person hired by the Licensor: (i) to do work on the Marina; or (ii) who requires access to the Licensed Premises to do any work, whether to the Licensed Premises or otherwise, shall undergo security screening checks in compliance with Ontario Government policies. The Licensor further agrees that any Person hired by the Licensor to supply janitorial services to the Marina shall be reputable and all of its employees shall be bonded.
 - (e) All sections, clauses or provisions of the License which obligate the Licensee to pay interest to the Licensor for any reason whatsoever are hereby amended to delete the obligation of the Licensee to pay interest to the Licensor, in order to conform with the Licensee’s obligation to comply with the *Financial Administration Act*, R.S.O. 1990, c.F.12, as amended.
7. The Licensor and the Licensee hereby mutually covenant and agree that during the First Extension Term they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the License.
 8. The Licensor and any of its successors, assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensee, with the

License or the exercise of any of the rights or obligations of the Licensor hereunder. The Licensor shall disclose to the Licensee in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a "conflict of interest" means, in relation to the performance of its contractual obligations pursuant to this License, the Licensor's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this License.

9. Except as otherwise specifically provided in this Agreement, all words and expressions used in the Original License shall apply to and be read as applicable to the provisions of this Agreement.
10. The provisions of this Agreement shall be interpreted and governed by the laws of the Province of Ontario.
11. The Licensor acknowledges and agrees that the commercial and financial information in this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.
12. This Agreement shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

13. This Agreement shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

EXECUTED by each of the parties hereto under seal on the dates written below.

**SIGNED, SEALED AND
DELIVERED**

Dated this ___ day of _____, 20__.

**THE CORPORATION OF THE CITY OF
TEMISKAMING SHORES**

Per: _____

Name:

Title:

Authorized Signing Officer

Dated this ___ day of _____, 20__.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO AS REPRESENTED BY THE MINISTER
OF ECONOMIC DEVELOPMENT, EMPLOYMENT
AND INFRASTRUCTURE, AS REPRESENTED BY
ONTARIO INFRASTRUCTURE AND LANDS
CORPORATION**

Per: _____

Name:

Title:

Authorized Signing Officer

The Corporation of the City of Temiskaming Shores

By-law No. 2015-059

**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 March 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 **March 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 March, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen