



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, April 19, 2016  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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**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 – April 5, 2016

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Amber Sayer, Age Friendly Community Coordinator

**Re: Age Friendly Community Survey**

**Draft Motion**

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the presentation from Amber Sayer, Age Friendly Community Coordinator entitled “*Findings – Age Friendly Community Survey*” for information purposes.

b) Laura-Lee MacLeod, Treasurer

**Re: 2016 Municipal Budget – Update**

**Draft Motion**

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the presentation from Treasurer, Laura-Lee MacLeod, regarding the 2016 Municipal Budget; and

That Council directs the Treasurer to prepare the necessary by-law to formally adopt the 2016 Municipal Budget for consideration at the April 19, 2016 Regular Council meeting.

**10. Communications**

- a) David Schecter, Legislative Assistant – Charlie Agnus MP

**Re:** Letter to TeMAG – Local Initiatives Contribution – FedNor Program

**Reference:** Received for Information

- b) Stéphanie Lamothe, Coordinator – New Liskeard Business Improvement Area

**Re:** Request for Road Closure for Summerfest – July 1<sup>st</sup> and 2<sup>nd</sup>, 2016

**Reference:** Referred to the Director of Recreation Services for a report

- c) The Honourable Mario Sergio, Minister Responsible for Seniors Affairs

**Re:** Encourage hosting Seniors' Month events (June)

**Reference:** Referred to the Director of Recreation Services

- d) The Honourable Michael Chan Minister of Citizenship, Immigration and International Trade

**Re:** Nominations for the 2016 *Lincoln M. Alexander Award*

**Reference:** Received for Information

- e) Frank Dale, Chair and CEO – Regional Municipality of Peel

**Re:** Ambulance Communications and Dispatch Services Advocacy

**Reference:** Received for Information

- f) Margaret Beatty – Temiskaming Hospital

**Re:** Invitation for application to join Hospital Board

**Reference:** Received for Information

- g) Abbas Homayed, Publisher – Influential Women of Northern Ontario

**Re:** Invitation for Mayor Kidd to attend the 2016 Influential Women of Northern Ontario Awards – May 30, 2016 – North Bay

**Reference:** Motion to be presented under New Business
  
- h) Amie J. Dimatteo, Director General – Industry Canada (FedNor)

**Re:** Thank you letter to James Franks – 2016 PDAC Convention

**Reference:** Received for information
  
- i) Ron Rice – Affordable Housing Development – Little Street

**Re:** Notice of discontinuance of proposed dwelling on Little Street

**Reference:** Referred to the Planner
  
- j) AMO Policy Update – Association of Municipalities Ontario

**Re:** Legislative Changes to the *Municipal Elections Act*

**Reference:** Referred to the Clerk
  
- k) AMO Policy Update – Association of Municipalities Ontario

**Re:** AMO Report to Member Municipalities Highlights of the April 2016 Board Meeting

**Reference:** Received for Information
  
- l) AMO Policy Update – Association of Municipalities Ontario

**Re:** Municipal Infrastructure Placement 2016

**Reference:** Received for Information

- m) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities

**Re:** FONOM Urging Members to Support Ontario Farmers

**Reference:** Received for Information

- n) Jessica Gunby, Acting Clerk – Township of Georgian Bay

**Re:** Request for Support – Enforcement of “No Wake” Zones

**Reference:** Received for Information

- o) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities

**Re:** Application to Host 2018 and 2019 FONOM/MMAH Conference

**Reference:** Referred to the City Manager for a report

- p) Mr. Marlene Spruyt, Medical Officer of Health – Timiskaming Health Unit

**Re:** Letter to North East LHIN - Mental Health & Addiction Services Divestment

**Reference:** Referred to the City Manager for a report

*Draft Motion*

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

**11. Committees of Council – Community and Regional**

*Draft Motion*

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

- a) Minutes of the Committee of Adjustment meeting held on January 27, 2016;
- b) Minutes of the Community Economic Development Advisory Committee meeting held on November 30, 2015;
- c) Minutes of the Northeastern Ontario Municipal Association meeting held on March 4, 2016;
- d) Minutes of the Ontario Clean Water Agency consultation meeting held on March 23, 2016; and
- e) Minutes of the Temiskaming Transit Committee meeting held on February 10, 2016.

**12. Committees of Council – Internal Departments**

*Draft Motion*

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

- a) Minutes of the Master Fire Plan Review Committee meeting held on March 30, 2016; and
- b) Minutes of the Public Works Committee meeting held on March 24, 2016.

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

- a) **Approval of attendance to the 2016 Influential Women of Northern Ontario Awards**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores approves the attendance of **Mayor Carman Kidd** to the 2016 Influential Women of Northern Ontario Awards scheduled for May 30, 2016 in North Bay; and

Further be it resolved that the expenses incurred in attending the said conference be covered in accordance to the Municipal Business Travel and Expense Policy.

**b) Resolution of Support – City of Sudbury – Positron Emission Tomography**

Draft Motion

Whereas positron emission tomography (PET) is nuclear medicine diagnostic imaging that provides information on the location of metabolic activity of cancer cells, and which is used to help state and plan cancer treatments as well as make treatment decisions for advanced heart conditions; and

Whereas the Ontario government has made PET scanning a publicly insured health service available to cancer and cardiac patients under conditions where PET scans have been proven to be clinically effective; and

Whereas the City of Greater Sudbury is a hub for health care in Northeastern Ontario, having facilities such as Health Sciences North, its Regional Cancer Program and the Northern Ontario School of Medicine; and

Whereas on December 15, 2015 the Honourable Eric Hoskins, Minister of Health and Long-Term Care, together with Glenn Thibeault, MPP for Sudbury, announced that the Ontario government will provide the hospital in Sudbury with up to \$1.6 million in operating funding for a permanent PET scanner once the community and the hospital have raised the necessary capital for a permanent PET scanner.

Now therefore be it resolved that Council for the City of Temiskaming hereby applauds and offers its non-financial support to the Greater City of Sudbury and the Northern Cancer Foundation Sam Bruno PET Scan Fund Steering Committee for their efforts to raise funds for the capital purchase.

**c) Administrative Report No. CGP-009-2016 – Land Sale – Hearn Construction – Barr Drive**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-009-2016;

That Council directs staff to prepare the necessary by-law to enter into an Offer to Purchase Agreement with Hearn Construction Ltd., as the purchaser, in the amount of \$70,000 plus applicable taxes for land legally described as Part 4 on Reference Plan 54R-2876, Temiskaming Shores, District of Timiskaming for consideration at the April 19, 2016 Regular Council meeting; and

That Council agrees to retain George Kemp, Kemp Pirie to represent the City in this land sale.

**d) Memo No. 004-2016-CS – Peters Road Municipal Drain – Additional Petitioner – Basil Loranger**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2016-CS; and

That Council, in accordance with the *Drainage Act*, hereby authorizes the combining of the Petition for Drainage Works by the Roads Authority and the Petition for Drainage Works by Basil Loranger – Roll No. 54-18-020-002-081 into one Report by the consulting engineer K. Smart and Associates.

**e) Memo No. 005-2016-CS – Re-assignment of By-law No. 2012-142 – Spur Line Mini-Putt to Jacob Laforest**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2016-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-142 to assign the agreement to Jacob Laforest for consideration at the April 19, 2016 Regular Council meeting.



**f) Memo No. 006-2016-CS – Amendments to various Agreements – Payment Terms/Independent Contractor**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2016-CS;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-110 (Skate Sharpening – Don Shepherdson Memorial Arena) to amend the payment terms;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-201 (Operation of Bucke Park) to amend the payment terms and incorporate provisions as an Independent Contractor;

That Council directs staff to prepare the necessary by-laws to amend By-law No. 2012-187 (Prodigal Pets/Animal Control), By-law No. 2014-136 (Cleaning Hlby Medical Centre and Hlby Library) and By-law No. 2014-129 (NL Service Marina) to incorporate provisions as an Independent Contractor; and

That all of the listed amending by-laws be considered at the April 19, 2016 Regular Council meeting.

**g) Mayor's Memo – Earlton-Timiskaming Regional Airport – Establishing an Airport Authority**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Mayor's Memo in regards to the establishment of an Airport Authority for information purposes.

**h) Memo No. 006-2016-PW – Roof Replacement – Riverside Place**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2016-PW; and

That Council directs staff to prepare the necessary by-law and agreement for the replacement of the shingles on the roof at Riverside Place with Rivard Bros. Ltd at an upset limit of \$21,196.32 plus applicable taxes for consideration at the April 19, 2016 Regular Council meeting.

**i) Administrative Report No. PW-018-2016 – Asphalt Marking Services**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-018-2016;

That Council approves the extension of the 2015 Asphalt Marking Services contract to *Grass King Inc.* for 2016 at the unit prices outlined in Appendix 03 – 2016 Price Confirmation; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the April 19, 2016 Regular Council meeting.

**j) Administrative Report No. PW-019-2016 – 2016 Roadway Surfacing Program**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-019-2016, more particularly Appendix 01 – Proposed 2016 Roads Program (prepared in consultation with *Miller Paving Limited* for the hardtop resurfacing of various roadway sections in Temiskaming Shores); and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the April 19, 2016 Regular Council meeting.

**k) Administrative Report No. PW-020-2016 – Supply and Application of Liquid Calcium Chloride**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-020-2016;

That Council approves the extension of the 2015 *Supply and Application of Liquid Calcium Chloride* contract to *Pollard Highway Products Ltd.* at the unit prices confirmed in Appendix 03 – 2016 Price Confirmation; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the April 19, 2016 Regular Council meeting.

**I) Administrative Report No. PW-021-2016 – Supply and Delivery of Sidewalk Machine**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2016;

That Council approves the purchase of a sidewalk machine, as detailed in Request for Proposal PW-RFQ-006-2016, from Work Equipment Ltd. at a cost of \$153,400 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the April 19, 2016 Regular Council meeting.

**16. By-laws**

Draft Motion

Be it resolved that:

By-law No. 2016-052 Being a by-law to authorize the Sale of Land to 1470739 Ontario Ltd being Part 4 on Plan 54R-4876, 3.5 Acres on Barr Drive

By-law No. 2016-054 Being a by-law to amend By-law No. 2011-148 (Funding Agreement with Industry Canada for the Dymond Industrial Park Expansion Project - Project No. 851-509404)

By-law No. 2016-055 Being a by-law to adopt the 2016 Municipal Budget for the City of Temiskaming Shores

By-law No. 2016-056 Being a by-law to enter into an agreement with Pollard Highway Products Ltd. for the Supply and Application of Liquid Dust Suppressant

- By-law No. 2016-057 Being a by-law to amend By-law No. 2012-142 (Assignment of Lease Agreement with Eric and Nancy Loach for the operation of the Temiskaming Shores Mini-Putt and the Spurline Concession to Jacob Laforest)
- By-law No. 2016-058 Being a by-law to enter into an agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services
- By-law No. 2016-059 Being a by-law to enter into an agreement with Miller Paving Limited for the 2016 Roadway Surfacing Program
- By-law No. 2016-060 Being a by-law to appoint a Chief Building Official – Clayton Seymour
- By-law No. 2016-061 Being a by-law to enter into a Purchase Agreement with Works Equipment Ltd. for the supply and delivery of a Trackless Sidewalk Machine c/w Boom Flail
- By-law No. 2016-062 Being a by-law to amend By-law No. 2015-001 (Appointment of Council Representatives to various Boards & Committees - Airport MSB & Public Library Board)
- By-law No. 2016-063 Being a by-law to amend By-law No. 2013-110 (Lease Agreement with Jean Luc Dupuis for the Rental of the Don Shepherdson Memorial Arena Skate Sharpening Booth)
- By-law No. 2016-064 Being a by-law to amend By-law No. 2015-201 (Agreement with Larry Breault for the operation of Bucke Park Campground)

By-law No. 2016-065 Being a by-law to amend By-law No. 2012-187 (Agreement with Prodigal Pets for the provision of Animal Control and Pound Services)

By-law No. 2016-066 Being a by-law to amend By-law No. 2014-136 (Agreement with S & L Cleaning Services for the cleaning of the Haileybury Medical Centre and the Haileybury Branch Library)

By-law No. 2016-067 Being a by-law to amend By-law No. 2014-129 (Lease Agreement with Patrick Canuel for the rental of the New Liskeard Service Marina)

By-law No. 2016-068 Being a by-law to enter into an agreement with Rivard Bros. Ltd. for the upgrading of the shingles on the south side of Riverside Place – 55 Riverside Drive

be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that:

- By-law No. 2016-052
- By-law No. 2016-054;
- By-law No. 2016-055;
- By-law No. 2016-056;
- By-law No. 2016-057;
- By-law No. 2016-058;
- By-law No. 2016-059;
- By-law No. 2016-060;
- By-law No. 2016-061;
- By-law No. 2016-061;
- By-law No. 2016-062;
- By-law No. 2016-063;

By-law No. 2016-064;  
By-law No. 2016-065;  
By-law No. 2016-066;  
By-law No. 2016-067; and  
By-law No. 2016-068;

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

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, May 3, 2016 at 6:00 p.m.
- b) Regular – Tuesday, May 17, 2016 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 March 15, 2016 – Closed Session Minutes;
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending Disposition of Land – Confidential Administrative Report CGP-010-2016 - Meridian Avenue & Bay Street
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Organizational Structure – Planning & Building Departments

**20. Confirming By-law**

Draft Motion

Be it resolved that By-law No. 2016-069 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 **April 19, 2016** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2016-069 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, April 5, 2016**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

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

**2. Roll Call**

Present: Mayor Carman Kidd  
Councillors Jesse Foley, Patricia Hewitt, Doug Jelly, Jeff Laferriere,  
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  
Kelly Conlin, Director of Corporate Services (A)  
Tim Uttley, Fire Chief  
Jennifer Pye, Planner  
James Franks, Economic Development Officer

Regrets: Councillor Mike McArthur

Media: Diane Johnston, Temiskaming Speaker  
Bill Buchberger, CJTT

Members of the Public Present: 1



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

Additions:

**Under Item 10 – Correspondence add:**

- o) Doug Jelly, Chair – Temiskaming Shores Police Services Board

**Re:** Letter to Honourable Yasir Naqvi, Minister of Community Safety and Correctional Services - Ontario Police Services Act Review & Strategy for a Safer Ontario

**Reference:** Motion to be presented under New Business

- p) Len Bilodeau, President – Zone K-1 & Area Veterans Home Corporation

**Re:** Request to Transfer Property to Zone K-1 – Vacant land adjacent to Medical Centre

**Reference:** Referred to the Planner

**Under Item 15 – New Business add:**

- r) Earlton-Timiskaming Regional Airport

Revisions:

**Under Item 15 – New Business**

- o) Administrative Report No. CGP-008-2016 – 2015 Annual Building and Statistics Report

Delete Report in its entirety and replace it with the attached CGP-008-2016

**Note:** Actual dollar values in original report were not accurate.

**Under Item 16 – By-laws**

That By-law No. 2016-052 being a by-law to authorize the Sale of Land to 1470739 Ontario Ltd. being Part 4 on Plan 54R-2876, 3.5 Acres on Barr Drive be deleted from the By-law section and placed under Item 19 Closed Session as follows:

- e) Under Section 239 (2) (c) of the Municipal Act, 2001 – pending disposition of Land – Barr Drive

**Note:** Proponent expressed a desire to negotiate the purchase price.

Deletions:

**Under Item 15 – New Business**

- o) Administrative Report No. CGP-009-2016 – Land Sale – Hearn Construction Ltd. – Barr Drive

**Note:** Proponent expressed a desire to negotiate the purchase price.

**4. Approval of Agenda**

Resolution No. 2016-155

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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

**Carried**

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

None

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

Resolution No 2016-156

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

- a) Regular Meeting of Council – March 15, 2016
- b) Special Meeting of Council – March 24, 2016

**Carried**

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

### 7.1. *Niven Street South Water Extension*

**Project:** North Cobalt Water Stabilization Project

**Applicant:** City of Temiskaming Shores

**Purpose:** Provide Public consultation in accordance to Environmental Assessment process requirements.

Mayor Kidd outlined that the purpose of this public meeting is to present to Council and the public details related to the proposed Niven Street South Water Extension in accordance to Environmental Assessment process requirements and that the meeting also allows the public to provide comments on the proposed project prior to design completion.

Mayor Kidd declared this to be an open public meeting and requested the consultant, EXP Services to outline the details of the proposed project.

EXP representative Shawn Sadler utilizing a powerpoint outlined particulars of the North Cobalt Watermain Stabilization project. The current distribution system to North Cobalt services a population of approximately 4,200 residents with 1,912 service connections and is part of the High Pressure zone. This residential area is serviced with a single water main feed along Rorke Avenue and based on water modelling the area experiences low household pressures and inadequate fire flows.

The proposal is to install just over 2 km of 300 mm (12”) PVC watermain along Niven Street South from the water reservoir to Cross Lake Road and connect to the existing system as well as complete a loop on Carter Boulevard. The project would also see the installation of a Pressure Reducing Valve (PRV) effectively creating a new pressure zone. The estimated construction cost is \$2.2 million. Benefits of the project include secondary feed in emergency situations (water break); closer to meeting MOE guidelines for fire flows and a noticeable increase in pressure on average of 20 psi.

Mayor Kidd thanked Shawn for the presentation and inquired if there were any members of the public present that would like to speak to this project? With none, Mayor Kidd inquired if any members of Council would like to speak to this project? Mayor Kidd declared the public meeting to be closed.

## 8. **Question and Answer Period**

None

## 9. Presentations / Delegations

- a) Eric Nielson, Regional Manager – Ontario Clean Water Agency

**Re:** Presentation

Eric utilizing a powerpoint presentation outlined the Ontario Clean Water Agencies profile with respect to the operation and maintenance of water and wastewater facilities. OCWA is a crown agency and is the largest operator of facilities in Ontario with over 280 clients. Locally they have a pool of Certified Operators, Mechanics and Instrumentation Technicians and operate/maintain 2 water treatment plants, 3 water reservoirs, 1 full treatment sewage plant, 2 sewage lagoons and 10 sewage pumping stations.

OCWA has a multitude of Operational Support Services including process optimization and modeling, information technologies, compliance, capital project execution, distribution support, best practices technology and emergency management.

Eric spoke to OCWA's layout of Hub/Spoke network across Ontario which permits access to specialist support and bulk procurement of various items such as chemicals. Within Temiskaming Shores OCWA operates maintains the facilities, provides valuable service at a competitive rate, manages the infrastructure to extend equipment life and reduce capital costs, energy efficiencies and provides a best practices and all-inclusive approach.

OCWA assists with regulatory issues, funding program applications, public issues and anything related to the systems operated on the City's behalf and ensure that all aspects of the facilities are running effectively and efficiently as possible. OCWA continues to reinvest in multiple tools, software and systems to support compliance/regulatory improvement and maintenance monitoring. Eric indicated that they are 6.2 person dedicated to Temiskaming Shores which includes Operators, Managers, Process Compliance Technician and Administrative Staff.

Eric outlined a number of capital projects completed in 2015 and illustrated the Complex Legislative Environment pre and post Walkerton. Potential savings were presented and proposed that the City consider entering into negotiations with OCWA in regards to a new operations and maintenance contract.

- b) David B. Treen, Clerk – Temiskaming Shores

**Re:** Design of Public Spaces – Integrated Accessibility Standards Regulation

Clerk Dave Treen utilizing a powerpoint provided Council with an overview of the Design of Public Spaces Standard as part of the Integrated Accessibility Standards Regulation under the Accessibility of Ontarian's with Disabilities Act (AODA) which

came into law as of January 1, 2013 with the City obligated to comply by January 1, 2016. The Public Spaces Standard primarily regulates new construction or the redevelopment of elements of outdoor spaces such as pedestrian crossing and trails as well as indoor elements not included in the Building Code such as service counters and fixed queuing guides.

Dave reviewed some notable definitions and indicated that most new or redevelopment projects have some type of procurement component, thus the procurement process should include provisions for adherence to the AODA to ensure all requirements are met.

Dave highlighted some of the provisions in the standard related to Beach Access Routes, Boardwalks, outdoor public eating areas (accessible picnic tables), outdoor play stations, exterior paths of travel (sidewalks, intersection design), accessible parking (parking lots), on-street accessible parking, service counters, interior fixed queuing and waiting areas. Dave indicated that a similar presentation was made to senior management staff and the powerpoint can be used as a handy guide to the standard.

Mayor Kidd thanked Dave for his presentation.

Resolution No. 2016-157

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that City Council acknowledges the presentation by the Clerk in regards to the legislative requirements for the *Design of Public Spaces Standard* under the *Integrated Accessibility Standards Regulation* for information purposes.

**Carried**

**10. Communications**

- a) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

**Re:** Multi-Minister Delegation Summary – OGRA / ROMA

**Reference:** Received for Information

- b) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

**Re:** Request for support from FONOM member municipalities from City of Sudbury – Positron Emission Tomography (PET) scanner – Assistance for Capital Purchase

**Reference:** Received for Information

- c) Louise Logan, President & CEO - Parachute

**Re:** Request for Proclamation – Parachute Safe Kids Week – May 30 – June 5, 2016

**Reference:** Received for Information

- d) Carman Kidd, Presiding Co-Chair – Temiskaming Mayors Action Group

**Re:** Resolution for renewal of Local Initiative Contribution (LIC) funding

**Reference:** Received for Information

- e) Gloria Collier, Acting Town Clerk – Town of Richmond Hill

**Re:** Request for Support – Ontario Municipal Board Reform

**Reference:** Received for Information

- f) Kerry Canie, Administration Department – Northeastern Ontario Municipal Association

**Re:** Media Release – While 11 firms win IESO renewable RFP - North-Eastern Ontario loses

**Reference:** Received for Information

- g) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

**Re:** News Release – FONOM pleased with Infrastructure Commitments Announced in the 2016 Federal Budget

**Reference:** Received for Information

- h) Tara Norris, Secretary – Timiskaming Tumblers Gymnastics Club  
**Re:** Sponsorship – Frog’s Breath Foundation Funding Application  
**Reference:** Motion to be presented under New Business
- i) Tony Juurlink – Get Active In Temiskaming  
**Re:** Sponsorship – Frog’s Breath Foundation Funding Application  
**Reference:** Motion to be presented under New Business
- j) Katherine Scott, Rector’s Warden – The Church of St. Paul and St. John  
**Re:** Response to Parking Restrictions Letter from Municipal Clerk  
**Reference:** Referred to the Clerk for a response
- k) E. Baker, Clerk – Haileybury & District Baptist Church  
**Re:** Response to Parking Restrictions Letter from Municipal Clerk  
**Reference:** Referred to the Clerk for a response
- l) Raymond Renaud – Resident  
**Re:** Response to Parking Restrictions Letter from Municipal Clerk  
**Reference:** Referred to the Clerk for a response
- m) Clair F. Shepherdson, Secretary/Treasurer – Community of Christ  
**Re:** Response to Parking Restrictions Letter from Municipal Clerk  
**Reference:** Referred to the Clerk for a response
- n) Matt Turner, Chair – Timiskaming Best Start Network  
**Re:** Community Hubs – Timiskaming Hub Working Group

**Reference:** Referred to the Director of Recreation Services

- o) Doug Jelly, Chairman – Temiskaming Shores Police Services Board

**Re:** Letter to Honourable Yasir Naqvi, Minister of Community Safety and Correctional Services - Ontario Police Services Act Review & Strategy for a Safer Ontario

**Reference:** Motion to be presented under New Business

- p) Len Bilodeau, President – Zone K-1& Area Veterans Home Corporation

**Re:** Request to Transfer Property to Zone K-1 – Vacant land adjacent to Medical Centre

**Reference:** Referred to the Planner

Resolution No. 2016-158

Moved by: Councillor Jelly  
Seconded by: Councillor Foley

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

**Carried**

**11. Committees of Council – Community and Regional**

Resolution No. 2016-159

Moved by: Councillor Foley  
Seconded by: Councillor Laferriere

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

- a) Minutes of the South Temiskaming Cultural Sustainability Project Committee meeting held on February 11, 2016;
- b) Minutes of the Police Services Board Committee meeting held on January 18, 2016;
- c) Minutes of the Earleton-Timiskaming Regional Airport Municipal Services Board meeting held on February 18, 2016 and 2016 Airport Report.

**Carried**



## **12. Committees of Council – Internal Departments**

### Resolution No. 2016-160

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

- a) Minutes of the Recreation Services Committee meeting held on February 8, 2016;
- b) Minutes of the Protection to Persons and Property Committee meeting held on March 10, 2016.

**Carried**

## **13. Reports by Members of Council**

Councillor Jelly reported on the following:

- Correctional Services Presentation: Councillor Jelly and City Manager Chris Oslund attend workshop in Sudbury on March 31<sup>st</sup> for the opening of the Police Service Act. Successful in getting our point across which relates to the package in the agenda seeking Council approval to forward to the ministry.
- Firefighter Conference: attended various presentations on Friday with one presentation of note the Nipissing tragedy where a firefighter was killed responding to an incident a few years ago.

Councillor Whalen reported on the following:

- Temiskaming Municipal Association: At the last meeting Councillor Whalen stepped down as the chair of TMA and that Lois Perry has been appointed as the Chair.

Councillor Hewitt reported on the following:

- Post Traumatic Stress Disorder (Firefighters): PTSD will become disorder under WSIB and that the District of Timiskaming Social Services Administrative Board (DTSSAB) has been working on the matter in advance and are putting a response team together.
- Age Friendly: Workshops are being organized to invite the public back to work on some of the key priorities identified from surveys. Councillor Hewitt reminded everyone of the following workshops - Monday, April 18<sup>th</sup> (Outdoor Spaces), Tuesday, April 19<sup>th</sup> (Transportation), Wednesday, April 20<sup>th</sup> (Housing), Thursday, April 21<sup>st</sup> (Social participation/volunteering) and Friday, April 22<sup>nd</sup> (Community Supports) and invited all of Council to attend any that they are passionate with.

- BIA: Fun activities upcoming for Summerfest including Antique Road Show (local), Science North (out of this world), Art in the Park, Fiddler Gabby and inflatables.

Mayor Kidd reported on the following:

- Building Ties Among Us: Carman reminded Council of the upcoming supper on April 13<sup>th</sup> at the Dymond Hall being a partnership between those on the Quebec side of Lake Temiskaming and Aboriginals on how we can make this area more bilingual friendly. Tickets can be obtained through either Carman or James Franks.

#### 14. Notice of Motions

None

#### 15. New Business

##### a) **Proclamation – Crime Awareness Week**

###### Resolution No. 2016-161

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Whereas Temiskaming & District VCARS is a member of the Ontario Network of Victim Service Providers; and

Whereas Victim Services provide a wide variety of services including immediate assistance to victims of violent crime to lessen the impact of the event and increase a victim's safety; and

Whereas Council for the City of Temiskaming Shores recognizes not only the victims of crime but also the many individuals who are a part of the various organizations that assist the victims to deal with the aftermath and to rebuild their lives.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby proclaims May 29<sup>th</sup> to June 4<sup>th</sup>, 2016 as **“Victims and Survivors of Crime Awareness Week”** in the City of Temiskaming Shores.

**Carried**

**b) Resolution of Support – NEOMA – MNRF – Endangered Species Act removed from the Forest Management Planning Manual**

Resolution No. 2016-162

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Whereas on January 8<sup>th</sup>, 2016 notice was posted to the Environmental Registry entitled “*Proposed Revisions to the Forest Management Planning Manual for Crown Forests in Ontario, Forest Information Manual and Forest Operations and Silviculture Manual*” demonstrating one of the biggest shifts in forest policy direction; and

Whereas this shift in forest policy will insert Endangered Species Act (ESA) language within the Crown Forest Sustainability Act (CFSA) which sends a clear message that the ESA will take primacy over the CFSA being in direct conflict with a 2007 commitment from the Ministry of Natural Resources that made these two acts equivalent; and

Whereas in a 2013 MNRF News Release the government made a commitment to establish a panel to review the linkages between the two acts, with members from Aboriginal communities, the forest industry, municipalities and environmental organizations;

Now therefore the Council for the City of Temiskaming Shores hereby supports the Northeastern Ontario Municipal Association and petitions the Ministry of Natural Resources and Forestry remove all reference to the Endangered Species Act from the Forest Management Planning Manual until a committee of stakeholders develops a comprehensive strategy; and

Furthermore that a copy of this resolution be forwarded to Bill Mauro, Minister of Natural Resources and Forestry.

**Carried**

**c) January to March 2016 Year-to-Date – Capital Report**

Resolution No. 2016-163

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the January to March 2016 Year-to-Date Capital Report for information purposes.

**Carried**

**d) Timiskaming Tumblers Gymnastics Club – Frog’s Breath Foundation Application**

Resolution No. 2016-164

Moved by: Councillor Jelly  
Seconded by: Councillor Foley

Whereas the Timiskaming Tumblers Gymnastics Club requires a registered charitable organization to sponsor their application to the Frog’s Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Timiskaming Tumblers Gymnastics Club funding application to the Frog’s Breath Foundation.

**Carried**

**e) Get Active in Temiskaming – Frog’s Breath Foundation Application**

Resolution No. 2016-165

Moved by: Councillor Laferriere  
Seconded by: Councillor Hewitt

Whereas the Get Active in Temiskaming requires a registered charitable organization to sponsor their application to the Frog’s Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Get Active in Temiskaming funding application to the Frog’s Breath Foundation.

**Carried**

**f) Administrative Report PPP-004-2016 – Appointment of Volunteer Firefighter – Christopher Lauzon (Haileybury Fire Station)**

Resolution No. 2016-166

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-004-2016; and

That Council hereby appoints Christopher Lauzon as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

**Carried**

**g) Administrative Report No. PW-013-2016 – Equipment Purchase – Environmental Services Sewer Vacuum / Sucker Truck**

Resolution No. 2016-167

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. PW-013-2016;

That Council directs staff to prepare the necessary by-law and agreement for the purchase of a Sewer Vacuum / Flusher Truck, as detailed in Request for Proposal PW-RFP-004-2016, from Joe Johnson Equipment Inc. (designated as Bid “A”) at a cost of \$369,000 plus applicable taxes; and

That Council approves the purchase of various nozzles, attachments and components as outlined in Appendix 03, conditional to the satisfaction of the City, based on test demonstrations upon delivery of the Sewer Vacuum / Flusher Truck at an upset limit of \$35,000 plus applicable taxes for consideration at the April 5, 2016 Regular Council meeting.

**Carried**

**h) Administrative Report No. PW-014-2016 – Line Painting**

Resolution No. 2016-168

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 No. PW-014-2016; and

That Council approves the extension of the 2015 Centre and Edge Line Painting Services contract with *Midwestern Line Striping* for 2016 and directs staff to prepare the necessary by-law to enter into an agreement with *Midwestern Line Striping* for the completion of the 2016 Roadway Centre and Edge Line Painting at a cost of \$0.228 (plus HST) per linear metre of painted line marking for consideration at the April 5, 2016 Regular Council meeting.

**Carried**

**i) Administrative Report No. PW-015-2016 – Boardwalk Upgrades – Haileybury Waterfront**

Resolution No. 2016-169

Moved by: Councillor Hewitt

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-015-2016; and

That Council directs staff to prepare the necessary by-law and agreement with SLE Construction for paving stone walkway upgrades, as detailed in Request for Proposal PW-RFP-005-2016 at an upset limit \$49,140 plus applicable taxes for consideration at the April 5, 2016 Regular Council meeting.

**Carried**

**j) Administrative Report No. PW-016-2016 – Rental Motor Graders – Nortrax Canada**

Resolution No. 2016-170

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. PW-016-2016;

That Council directs staff to prepare the necessary by-law and agreement for the rental of two graders, as detailed in Request for Proposal PW-RFQ-005-2016 from Nortrax Canada at a cost of \$5,930 per unit per month for the period of November 1, 2016 to March 31, 2017, plus applicable taxes for consideration at the April 5, 2016 Regular Council meeting; and

That Council approves, in principle the extension of the Agreement for an additional five – five month rental periods beginning on or about November 1, 2017 and ending on or about March 31, 2021.

**Carried**

**k) Administrative Report No. RS-008-2016 – Northeastern Ontario Recreation Association – Hosting of the 2017 Annual Education Forum**

Resolution No. 2016-171

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-008-2016; and

That Council directs staff to submit a proposal to host the 2017 Northeastern Ontario Recreation Association Annual Educational Forum and further directs staff to include \$2,500 in the 2017 operating budget for the event should the proposal be accepted.

**Carried**

**l) Administrative Report No. RS-009-2016 – Municipal Garden Maintenance Program**

Resolution No. 2016-172

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-009-2016;

That Council directs staff to prepare the necessary by-law to enter into an Agreement with The Greenhaus for the Municipal Garden Maintenance Program in 2016 at an upset limit of \$2,935 plus applicable taxes with an option to negotiate the 2017 and 2018 program for consideration at the April 5, 2016 Regular Council meeting.

**Carried**

**m) Memo No. 005-2016-CGP – Agreement of Purchase and Sale – Seton Street – Jude Heon**

Resolution No. 2016-173

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2016-CGP;

That Council directs staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Mr. Jude Heon for Lots 138, 139, 150, 151, 162, 163, 174, and 175, on Plan M-105 N.B. for consideration at the April 5, 2016 Regular Council meeting; and

That Council directs staff to prepare the necessary deeming by-law to merge the above noted lots with Lots 186, 187, 198, 199, 210 and 211 on Plan M-105 N.B. owned by Mr. Heon for consideration at the April 5, 2016 Regular Council meeting.

**Carried**

**n) Memo No. 006-2016-CGP – Partnership Agreement – RDÉE Ontario Réseau M Mentoring for Entrepreneurs Program**

Resolution No. 2016-174

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2016;

That Council agrees to enter into a partnership with RDÉE Ontario Réseau M Mentoring for Entrepreneurs Program; and

That Council authorizes the Economic Development Officer, James Franks to act as the City's representative under this program.

**Carried**

**o) Administrative Report No. CGP-008-2016 – 2015 Annual Building and Statistics Report**

Resolution No. 2016-175

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. CGP-008-2016; and

That Council directs staff to post the 2015 Annual Report – Building Permit Fees on the City's website, in the Community Bulletin in the Temiskaming Speaker and to make the report available to persons or organizations in accordance with the Ontario Building Code.

**Carried**

**p) Ontario Police Services Act Review and Strategy for a Safer Ontario**

Resolution No. 2016-176

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the presentation from the Temiskaming Shores Police Services Board Chair, Doug Jelly dated March 21, 2016; and

That Council for the City of Temiskaming Shores concurs with the Temiskaming Shores Police Services Board and approves the submission of the Chair's presentation to the Ministry of Community Safety and Correctional Services, the Ontario Association of Police Services Boards and Ontario Association of Police Services Board Zone 1A.

**Carried**

**q) Earleton-Timiskaming Regional Airport**

Councillor Whalen raised concerns with over tasking the City Manager in regards to researching information related to Airport Authorities as a recent newspaper article.



Mayor Kidd responded that it would be a joint effort between himself, the City Manager and the Economic Development Officer with the majority of research needed being related to the set-up of an Airport Authority and who would have the legal capabilities of putting the authority together.

Councillor Whalen feels that there are more than two (2) issues to consider and anticipates further inputs at the April 30<sup>th</sup> meeting relating to the future of the Earlton-Timiskaming Regional Airport.

## 16. **By-laws**

### Resolution No. 2016-177

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2016-045 Being a by-law to enter into an agreement with Midwestern Line Striping Inc. for the 2016 Roadway Centre and Edge Line painting services

By-law No. 2016-046 Being a by-law to enter into a Purchase Agreement with Joe Johnson Equipment Inc. for the supply and delivery of a Sewer Vacuum / Flusher Truck

By-law No. 2016-047 Being a by-law to enter into an Agreement with Stehpne Laferriere Enterprise (SLE) for Boardwalk Upgrades at the Haileybury Waterfront

By-law No. 2016-048 Being a by-law to enter into an agreement with The Greenhaus for the Municipal Garden Maintenance Program

By-law No. 2016-049 Being a by-law to enter into a Rental Agreement with Nortrax Canada for the rental of two Graders

By-law No. 2016-050 Being a by-law to authorize the Sale of Land to Jude Heon being various lots on Plan M-105 N.B.

By-law No. 2016-051 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision – 703 Seton Street – Roll Nos. 54-18-030-007-054.00, 54-18-030-007-050.00 and 54-18-030-007-047.00

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2016-178

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2016-040 Being a by-law for the Adoption of a Volunteer Recruitment and Retention Program for the Temiskaming Shores Fire Department

By-law No. 2016-045;

By-law No. 2016-046;

By-law No. 2016-047;

By-law No. 2016-048;

By-law No. 2016-049;

By-law No. 2016-050; and

By-law No. 2016-051;

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

**Carried**

## 17. Schedule of Council Meetings

- a) Regular – Tuesday, April 19, 2016 at 6:00 p.m.
- b) Regular – Tuesday, May 3, 2016 at 6:00 p.m.
- c) Strategic Planning – Monday, April 18, 2016 at 4:30 p.m.

**18. Question and Answer Period**

None

**19. Closed Session**

Resolution No. 2016-179

Moved by: Councillor Whalen  
Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 7:50 p.m. to discuss the following matters:

- a) Adoption of the March 15, 2016 – Closed Session Minutes;
- b) Adoption of the March 24, 2016 – Closed Session Minutes;
- c) Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the Municipality – Wastewater Facility – Confidential Administrative Report PW-017-2016
- d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources update
- e) Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending disposition of Land – Barr Drive

**Carried**

Resolution No. 2016-180

Moved by: Councillor Jelly  
Seconded by: Councillor Laferriere

Be it resolved that Council agrees to rise with report at 8:47 p.m.

**Carried**

**a) Adoption of the March 15, 2016 – Closed Session Minutes**

Resolution No. 2016-181

Moved by: Councillor Laferriere  
Seconded by: Councillor Foley

Be it resolved that Council approves the March 15, 2016 Closed Session Minutes as printed.

**Carried**

**b) Adoption of the March 24, 2016 – Closed Session Minutes**

Resolution No. 2016-182

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that Council approves the March 24, 2016 Closed Session Minutes as printed.

**Carried**

**c) Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the Municipality – Wastewater Facility – Confidential Administrative Report PW-017-2016**

Resolution No. 2016-183

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

That Council for the City of Temiskaming Shores acknowledges receipt of Confidential Administrative Report No. PW-017-2016, more specifically Appendix 01 being a Fisheries Act Direction issued by the Enforcement Branch of Environment Canada;

That Council acknowledges completion of a Draft Plan of Action Report prepared by the Ontario Clean Water Agency (OCWA); and

That Council directs staff to finalize and submit the Plan of Action Report to the Fisheries Act Inspector as outlined in the Measures to be Taken within the Fisheries Act Direction.

**Carried**

**d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources update**

Staff updated Council on various personnel matters, recently filled positions, recent job postings and current leaves.

**e) Under Section 239 (2) (c) of the Municipal Act, 2001, Pending disposition of Land – Barr Drive**

Resolution No. 2016-184

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores hereby maintains the purchase amount for Part 4 on Plan 54R-2876 (3.5 Ac.) with 1470739 Ontario Ltd. shall remain at \$70,000; and

That Council resolves that legal expenses related to the Cities portion be covered by the City.

**Carried**

**20. Confirming By-law**

Resolution No. 2016-185

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2016-053 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on **March 24, 2016** and its Regular Meeting held on **April 5, 2016** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2016-186

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that By-law No. 2016-053 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2016-187

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 8:53 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Summary by Department  
Final Draft**

<b>GENERAL OPERATIONS</b>	<b>2015 Budget</b>	<b>2016 Budget</b>	<b>Variance B/(W)</b>	<b>% Change</b>
Council	140,042	143,196	-3,154	-2.3%
City Manager	314,029	424,781	-110,752	-35.3%
Policing	2,297,509	2,257,837	39,672	1.7%
Health & Social Services	2,759,084	2,732,025	27,059	1.0%
Fire & Emergency Management	524,366	559,555	-35,189	-6.7%
Corporate Services	-14,295,154	-14,374,752	79,598	0.6%
Community Growth & Planning	780,106	722,531	57,575	7.4%
Recreation	1,282,552	1,325,535	-42,983	-3.4%
Public Works	4,788,049	5,129,136	-341,087	-7.1%
Libraries	365,741	356,937	8,804	2.4%
<b>Total Expenditures</b>	<b>-1,043,676</b>	<b>-723,219</b>	<b>-320,457</b>	<b>-30.7%</b>

<b>ENVIRONMENTAL</b>	<b>2015 Budget</b>	<b>2016 Budget</b>	<b>Variance B/(W)</b>	<b>% Change</b>
Environmental Services	-699,155	-522,258	-176,897	-25.3%
<b>Total Expenditures</b>	<b>-699,155</b>	<b>-522,258</b>	<b>-176,897</b>	<b>-25.3%</b>

**2016 CAPITAL PROJECTS**

<b>General Department</b>	<b>Total Project Cost</b>	<b>Funding</b>	<b>Financing</b>	<b>Reserves</b>	<b>City Cost</b>	<b>Transfer fr Operations</b>	<b>Excess / Shortfall</b>
Corporate Services	75,792	0	0	0	75,792		
CG&P	100,000	50,000	0	50,000	0		
Public Works	980,500	60,000	0	830,500	90,000		
Recreation	734,250	377,250	0	190,000	167,000		
Waterfront Project	564,263	507,837	0	0	56,426		
Property Maintenance	703,000	50,000	325,000	0	328,000		
Fleet	801,000	0	795,000	0	6,000		
Transit	90,000	0	0	90,000	0		
<b>Total Capital</b>	<b>4,048,805</b>	<b>1,045,087</b>	<b>1,120,000</b>	<b>1,160,500</b>	<b>723,218</b>	<b>723,219</b>	<b>0</b>



**2016 WATERFRONT DEVELOPMENT PROJECT**

<b>Project</b>	<b>Notes</b>	<b>Total Cost</b>	<b>Funding</b>	<b>Financing Reserves</b>	<b>City Cost</b>
Waterfront Stabilization and Beautification *		200,043	180,039	a/b	20,004
Accessible Landscaping		14,220	12,798	a/b	1,422
Farmer's Market		350,000	315,000	a/b	35,000
<b>Capital Projects Recommended</b>		<b>564,263</b>	<b>507,837</b>	<b>0</b>	<b>56,426</b>

a - NOHFC funding (45%)

b - FedNor funding (45%)

\* Shoreline stabilization was approved in the funding agreements. Staff is recommending that the funds be reallocated to improvements to Haileybury Beach Improvements

**2016 ENVIRONMENTAL CAPITAL PROJECTS**

<b>Project</b>	<b>Notes</b>	<b>Total Cost</b>	<b>Funding</b>	<b>Financing</b>	<b>Reserves</b>	<b>City Cost</b>
NL/Dymond Looping (co)	completion of project	89,200	62,428	a	26,772	-
NL/Dymond Infrastructure Upgrades (co)	completion of project	227,745	101,664	b	126,081	-
Gray Road Lift Station & Infrastrucutre		3,212,485	2,141,657	c	1,070,828	0
NC Water Integration Project	looping Hlby/NC systems	1,403,250	1,282,479	d/e	120,771	-
Communications Upgrades Phase 3		300,000			102,742	197,258
Hlby WTP MCC Replacement		200,000				200,000
Clear Well Inspection Robot		25,000				25,000
Dym Reservoir Upgrades		200,000	100,000	f		100,000
Pick-Up		30,000			30,000	-
Vacuum/Sucker Truck		500,000			500,000	-
<b>Capital Projects Recommended</b>		<b>6,187,680</b>	<b>3,688,228</b>		<b>1,824,341</b>	<b>522,258</b>

a - OCIF Project Based Funding (\$62,428)

b - NOHFC Funding (\$101,664)

c - Build Canada

d - OCIF Project Based Funding (\$1,206,795)

e - OCIF Formula Based Funding (\$75,684)

f - partnership with school board

**House of Commons**

Room 649D Centre Block  
Ottawa, ON K1A 0A6  
Tel: (613) 992-2919  
Fax: (613) 995-0747

**Chambre des communes**

Piece 649D, Édifice du Centre  
Ottawa, ON K1A 0A6  
Tel: (613) 992-2919  
Fax: (613) 995-0747

**Timmins**

202-60 Wilson Avenue  
Timmins, ON P4N 2S7  
Tel: (705) 268-6464  
Fax: (705) 268-6460

**Charlie Angus**

Member of Parliament for Timmins - James Bay  
Député de Timmins - Baie James

**Kirkland Lake**

201-30 Second Street  
Kirkland Lake, ON P2N 3H7  
Tel: (705) 567-2747  
Fax: (705) 567-5232

March 29th, 2016

Temiskaming Mayors Action Group  
P.O. Box 1757  
Kirkland Lake, ON  
P2N3P4

Dear Carman Kidd,

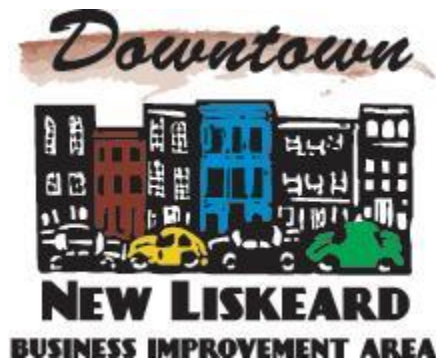
Thank you for your letter on the termination of the Local Initiatives Contribution FedNor Program. The LIC delivered by the Community Futures Development Corporation has been an important source of funding for small organizations and local economic development in the region.

My office has brought this issue to Minister Bain's attention. We have met with the Minister on restoring funds to FedNor and improving the program. We will continue working to fix FedNor and improve economic development in the region.

Sincerely,

A handwritten signature in cursive script that reads "C. Angus".

Charlie Angus, MP  
Timmins-James Bay



New Liskeard BIA  
Box 2050  
Haileybury, ON P0J 1K0  
Ph: (+1) 705.672.3363 Ext: 4224  
[bianewliskeard@gmail.com](mailto:bianewliskeard@gmail.com)

Wednesday March 30<sup>th</sup>, 2016

Mayor Carman Kidd  
The Corporation of the City of Temiskaming Shores  
325 Farr Drive  
Box 2050  
Haileybury, Ontario  
P0J 1K0

**RE: PERMISSION FOR ROAD CLOSURE FOR SUMMERFEST, July 1<sup>st</sup> and 2<sup>nd</sup>, 2016**

Dear Mayor Kidd,

The New Liskeard BIA is in the process of planning our annual Summerfest Event in the downtown area for Friday, July 1<sup>st</sup> and Saturday, July 2<sup>nd</sup>, 2016. We are asking the Corporation of the City of Temiskaming Shores for permission to close Whitewood Avenue from Paget Street to May Street and Armstrong Street from Church Street to Cedar Avenue from the hours of 6:00 a.m. to 6:00 p.m., to accommodate our celebration.

Please advise if there is anything else that you require. We look forward to hearing from you and thank you in advance for your cooperation on this matter.

Sincerely

Stéphanie Lamothe  
BIA Coordinator

cc: Dave Treen, Municipal Clerk, The Corporation of the City of Temiskaming Shores  
Tammie Caldwell, Director of Recreation, The Corporation of the City of Temiskaming Shores

**Minister  
Responsible for  
Seniors Affairs**

6<sup>th</sup> Floor  
400 University Avenue  
Toronto ON M7A 2R9

Tel.: (416) 314-9710  
Fax: (416) 325-4787

**Ministre délégué  
aux Affaires des  
personnes âgées**

6<sup>e</sup> étage  
400, avenue University  
Toronto ON M7A 2R9

Tél.: (416) 314-9710  
Télé.: (416) 325-4787



March, 2016

Dear Friends,

June marks the 32<sup>nd</sup> anniversary of Seniors' Month in Ontario. To recognize the important role seniors play in our communities, we will be celebrating this year under the theme of, "Seniors Making a Difference."

It's a fitting theme, given how our seniors have built our communities and continue to contribute their time and talents today in many ways.

I would like to encourage you to work with your MPP(s) and municipalities to host Seniors' Month events in your community. We would be happy to help you promote your event on the Ontario Seniors' Secretariat website and via social media. Please send your event details to [infoseniors@ontario.ca](mailto:infoseniors@ontario.ca).

I have asked municipalities to proclaim June as Seniors' Month, and encourage you to support your municipality in recognizing seniors in your community.

Last year we introduced Twitter to our seniors and we were impressed by their enthusiastic response to our online campaign. We plan to do more in 2016! Follow us [@OntSeniors](https://twitter.com/OntSeniors).

I would also like to remind you of our publication called "A Guide to Programs and Services for Seniors in Ontario", which features information on provincial and federal programs and services available for seniors. The Guide is available free of charge in English, French and 14 alternate languages and can be found on our website at: [www.ontario.ca/seniorsguide](http://www.ontario.ca/seniorsguide). If you would like to order copies, please visit [www.ontario.ca/publications](http://www.ontario.ca/publications) or call 1-800-668-9938.

For more information on these programs and other supports for seniors, you can visit [www.ontario.ca/seniors](http://www.ontario.ca/seniors).

Thank you for your consideration and for your commitment to honour our seniors.

Sincerely,

A handwritten signature in black ink that reads "Mario Sergio". The signature is written in a cursive, flowing style.

Mario Sergio, Minister

Ministry of Citizenship,  
Immigration and International  
Trade

Minister  
6<sup>th</sup> Floor  
400 University Avenue  
Toronto ON M7A 2R9  
Tel.: (416) 325-6200  
Fax: (416) 325-6195

Ministère des Affaires civiques,  
de l'Immigration et du Commerce  
international

Ministre  
6<sup>e</sup> étage  
400, avenue University  
Toronto ON M7A 2R9  
Tél.: (416) 325-6200  
Télééc.: (416) 325-6195



March 2016

Dear Friends,

It is my pleasure to invite you to submit a nomination for the **Lincoln M. Alexander Award**.

Each year, the program recognizes up to three (3) youth who have demonstrated exemplary leadership in contributing to the elimination of racial discrimination in Ontario. Recipients will receive a cash prize of \$5,000 and a framed certificate.

**To make a nomination:**

1. Visit [ontario.ca/honoursandawards](http://ontario.ca/honoursandawards) and click on the Lincoln M. Alexander Award link.
2. Download the appropriate PDF nomination form.
3. Read the eligibility criteria and instructions carefully.
4. Fill out the form and submit it with your supporting material. Instructions for submitting your package can be found on the website.

**The deadline for nominations is May 31, 2016**

Please take this opportunity to acknowledge a young person from your school or community who has made an important contribution to eliminating racial discrimination in Ontario.

If you have questions or require a copy of the nomination form to be mailed to you, please send an email to [ontariohonoursandawards@ontario.ca](mailto:ontariohonoursandawards@ontario.ca) or call 416 314-7526, toll free 1 877 832-8622 or TTY 416 327-2391.

Thank you for taking the time to consider a deserving young Ontarian for the Lincoln M. Alexander Award.

Yours truly,

A handwritten signature in black ink, appearing to read "Michael Chan".

Michael Chan  
Minister



## Office of the Chair

March 18, 2016

Resolution Number 2016-144

The Honourable Eric Hoskins  
Minister of Health and Long-Term Care  
Ministry of Health and Long-Term Care  
10th Floor, Hepburn Block, 80 Grosvenor Street  
Toronto, ON M7A 2C4

Dear Minister:

**Subject: Ambulance Communications and Dispatch Services Advocacy**

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I am writing to advise that Regional Council approved the following resolution at its meeting held on Thursday, February 25, 2016:

Resolution 2016-144:

That the Ministry of Health and Long-Term Care be requested to expedite the improvements related to the ambulance dispatch system by implementing the Medical Priority Dispatch System, as described in the report of the Commissioner of Health Services titled "Ambulance Communications and Dispatch Services Advocacy", across the Province of Ontario;

And further, that the Mississauga Dispatch Centre, given the call volumes, be given priority for implementation;

And further, that a copy of the subject report be sent to all designated delivery agents for land ambulance in Ontario, the boards and CEO's of the Local Health Integration Networks, the Community Care Access Centres and hospitals serving Peel, and the Association of Municipalities of Ontario, and the Association of Paramedics Chiefs, for endorsement.

A copy of the subject report is enclosed.



## Office of the Chair

Frank Dale  
Regional Chair and Chief Executive Officer

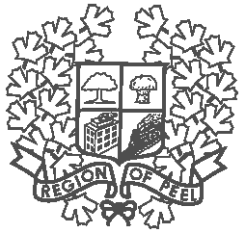
FD:hg

c: Janette Smith, Commissioner, Health Services, Region of Peel

**Also sent to:**

James Price, Executive Director, Ontario Association of Paramedic Chiefs  
Scott McLeod, Central West Local Health Integration Network, Chief Executive Officer  
Bill MacLeod, Mississauga Halton Local Health Integration Network, Chief Executive Officer  
Cathy Hecimovich, Central West Community Care Access Centre, Chief Executive Officer  
Caroline Brereton, Mississauga Halton Community Care Access Centre, Chief Executive Officer  
Pat Vanini, Executive Director, Association of Municipalities of Ontario  
Michelle DiEmanuele, Trillium Health Partners, President and Chief Executive Officer  
Matthew Anderson, William Osler Health System, President and Chief Executive Officer  
Municipality of Chatham-Kent  
Northumberland County  
Lanark County  
Elgin County  
City of Thunder Bay  
Brant County  
Rama First Nation  
Middlesex County  
City of London  
City of Hamilton  
City of Niagara Falls  
Oxford County  
City of Ottawa  
Halton Region  
Town of Rainy River  
City of Toronto  
Bruce County  
Beausoleil First Nation  
York Region  
Frontenac County  
Essex County  
Town of Cochrane





## Office of the Chair

Hastings County  
Renfrew County  
Grey County  
Town of Parry Sound  
City of Kawartha Lakes  
City of Timiskaming Shores  
City of Guelph  
Norfolk County  
Durham Region  
Haldimand County  
Huron County  
ORNGE  
Lambton County  
Dufferin County  
Perth County  
City of Thunder Bay  
City of Greater Sudbury  
The District Municipality of Muskoka  
Algoma Township  
City of Cornwall  
Manitoulin-Sudbury  
Peterborough County  
City of Sault Ste. Marie  
City of Kenora  
Simcoe County  
County of Lennox Addington  
United Counties of Leeds and Grenville  
Haliburton County  
United Counties of Prescott Russell

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DATE: January 22, 2016

REPORT TITLE: **AMBULANCE COMMUNICATIONS AND DISPATCH SERVICES  
ADVOCACY**

FROM: Janette Smith, Commissioner of Health Services

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### **RECOMMENDATION**

**That the Ministry of Health and Long-Term Care be requested to expedite the improvements related to the ambulance dispatch system by implementing the Medical Priority Dispatch System, as described in the report of the Commissioner of Health Services titled “Ambulance Communications and Dispatch Services Advocacy”, across the Province of Ontario;**

**And further, that the Mississauga Dispatch Centre, given the call volumes, be given priority for implementation;**

**And further, that a copy of the subject report be sent to all designated delivery agents for land ambulance in Ontario, the boards and CEO’s of the Local Health Integration Networks, the Community Care Access Centres and hospitals serving Peel, and the Association of Municipalities of Ontario, and the Association of Paramedics Chiefs, for endorsement.**

### **REPORT HIGHLIGHTS**

- Since 2010, the Region of Peel has taken leadership on Council-endorsed advocacy directed at the Ministry of Health and Long-Term Care to improve ambulance dispatch.
- Implementing a better dispatch system would allow Peel Regional Paramedic Services and Greater Toronto Area (GTA) partners to reassess how it allocates resources across its ambulance fleet, further improving response times for those calls prioritized as life-threatening, and ensuring patients receive care within a time period that more accurately reflects their condition.
- The Ministry of Health and Long-Term Care has stated its intention to improve ambulance dispatch by the year 2018; while this indicates progress, the Region will continue to advocate that improvements need to be expedited, and that the Mississauga Dispatch Centre, given the call volumes, should be a priority for implementation.

**AMBULANCE COMMUNICATIONS AND DISPATCH SERVICES ADVOCACY****DISCUSSION****1. Background**

The Ministry of Health and Long-Term Care is responsible for oversight of land ambulance in Ontario, sharing land ambulance operating costs on a 50:50 basis with municipalities. The Ministry of Health and Long-Term Care also funds all 22 ambulance dispatch centres in Ontario and directly operates approximately half of these dispatch centres, with four operated by municipalities. The provincially-operated Mississauga Central Ambulance Communication Centre (dispatch centre) deploys and coordinates ambulances operated by Peel Regional Paramedic Services and some neighbouring ambulance services. An overview of oversight and funding of paramedic services is provided in Appendix I.

The Ministry of Health and Long-Term Care's 'Action Plan for Health Care' that was released in 2012, and updated in 2015, set out the Ministry of Health and Long-Term Care's priorities for the health system, including implementing reforms to improve patient care, in part by ensuring patients receive the 'right care, at the right time, in the right place'. However, the Action Plans did not specify details for paramedic services, a contributor to the health system.

**2. Findings**

Pressures from population growth and a growing seniors population in Peel are increasing ambulance call volume by 4.7% annually, from a current 103,771 calls (2014) to an estimated 227,000 calls by 2031. Similar demands are being made on other parts of the health system, such as increases in hospital emergency department visits and growing demand for home and community care.

As reported to Council in 2010, in a report entitled "Greater Toronto Areas Ambulance Communication and Dispatch Services Review" the provincially-operated Mississauga dispatch centre uses technology that does not accurately prioritize ambulance calls. This continues to be true today as this dispatch centre, in 2014, dispatched 72 per cent of all calls as life-threatening (requiring lights and sirens response) while upon patient assessment, paramedics only transported about 20 per cent of these responses on a life-threatening basis to hospital as reported in the Paramedic Services 2014 Annual Performance Report. This is a problem, as continued over-prioritizing of emergency calls places increased demands on the system by assigning more ambulances to life-threatening emergency response than what is necessary. This can leave fewer or no ambulances to respond to new calls that are truly urgent. This issue has been identified in several external reports and has been reported to Regional Council over the past five years.

**a) Review of Ambulance Dispatch**

By way of history, the Region of Peel along with the Regions of Durham, Halton, and York, and the County of Simcoe commissioned a review of ambulance dispatch centres serving their municipalities. The Pomax review and findings (2009) were reported to, and endorsed by Regional Council on September 9, 2010 in the report titled "Greater Toronto Area Ambulance Communication and Dispatch Services Review". The Pomax report recommendations to improve ambulance dispatch included:

- Adopting patient triaging technology that more appropriately and accurately triages ambulance calls; and

**AMBULANCE COMMUNICATIONS AND DISPATCH SERVICES ADVOCACY**

- Adopting communications and dispatch systems to provide real-time business intelligence about the location and call status of ambulances so that ambulance resources can be allocated more efficiently.

Additionally, in 2013 the Auditor General recommended that the province assess the effectiveness of the two communications dispatch protocols in use in Ontario, and adjust protocols to reduce over-prioritization of patients. Most recently, research directed by the Ministry of Health and Long-Term Care, completed by the Sunnybrook Centre for Pre-Hospital Medicine, and reported in the 2015 Auditor General's report, concluded that the Medical Priority Dispatch System is the more accurate dispatch system. In dispatch centres where Medical Priority Dispatch System is used, approximately 40 per cent of calls are triaged as life-threatening (as opposed to 72 per cent in Peel). The Medical Priority Dispatch System is already used in dispatch centres operated by the City of Toronto and Niagara Region, and has enabled ambulance dispatch centres to build in options, such as diverting low-acuity 9-1-1 calls to Telehealth Ontario. The Mississauga dispatch centre operated by the province does not use Medical Priority Dispatch System.

Implementing Medical Priority Dispatch System in the Mississauga dispatch centre would allow Peel Regional Paramedic Services to reassess how it allocates resources across its ambulance fleet, further improving response times for those calls prioritized as life-threatening, and ensuring patients receive care within a time period that more accurately reflects their condition. Confirmation that Medical Priority Dispatch System is a more accurate system is promising. However, as reported in the Auditor General's report, the Ministry of Health and Long-Term Care reports that implementation of improvements will take up to three years to complete.

**b) Regional Advocacy**

In 2010, after endorsement of the Pomax recommendations, Regional Council directed the Regional Chair and senior staff to work with the province and GTA Regional Chairs and Warden to ensure the findings from the Pomax report were included in the provincial government's agenda. Since then, the Region and its GTA partners have been active in engaging the Ministry of Health and Long-Term Care on the dispatch issue. Since 2010, the Region of Peel has led these advocacy efforts by engaging senior Ministry staff and the Minister of Health in meetings and briefings to outline the need for dispatch reform.

As a result of this advocacy, a Dispatch Working Group was formed by the Ministry of Health and Long-Term Care in 2014, whose membership included the Chief and Director of Peel Regional Paramedic Services. In 2015, the Dispatch Working Group provided a confidential report to the Ministry of Health and Long-Term Care which included recommendations to improve the dispatching of ambulance services and the prioritization of emergency calls.

In a letter to the Region, received in the Fall of 2015, Health Minister Hoskins indicated his Ministry's commitment to improve ambulance services. With respect to dispatch reform, he notes that any changes must be evidence-based and contribute to improving patient outcomes, financial sustainability and government priorities. However, as noted above, according to the Auditor General, the Ministry has indicated that it will take until late 2018 to plan and complete improvements and there has been no response to the Dispatch Working Group's recommendations.

## AMBULANCE COMMUNICATIONS AND DISPATCH SERVICES ADVOCACY

### CONCLUSION

It is encouraging that the Ministry of Health and Long-Term Care has stated its intention to improve ambulance dispatch. While this indicates progress, the Region will continue to advocate that improvements need to be expedited and that the Mississauga Dispatch Centre, given the call volumes, should be a priority for implementation.

Improvements to ambulance dispatch will see better patient outcomes, and contribute to solutions which will help to enhance the overall health system, including hospital emergency department wait times and paramedic demands. This would ultimately provide the 'right care, at the right time, in the right place' thereby helping to fulfill the overall objectives of the Ministry's discussion paper, "Patients First: A Proposal to Strengthen Patient-Centred Health Care in Ontario."



Janette Smith, Commissioner of Health Services

### Approved for Submission:



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D. Szwarc, Chief Administrative Officer

### APPENDICES

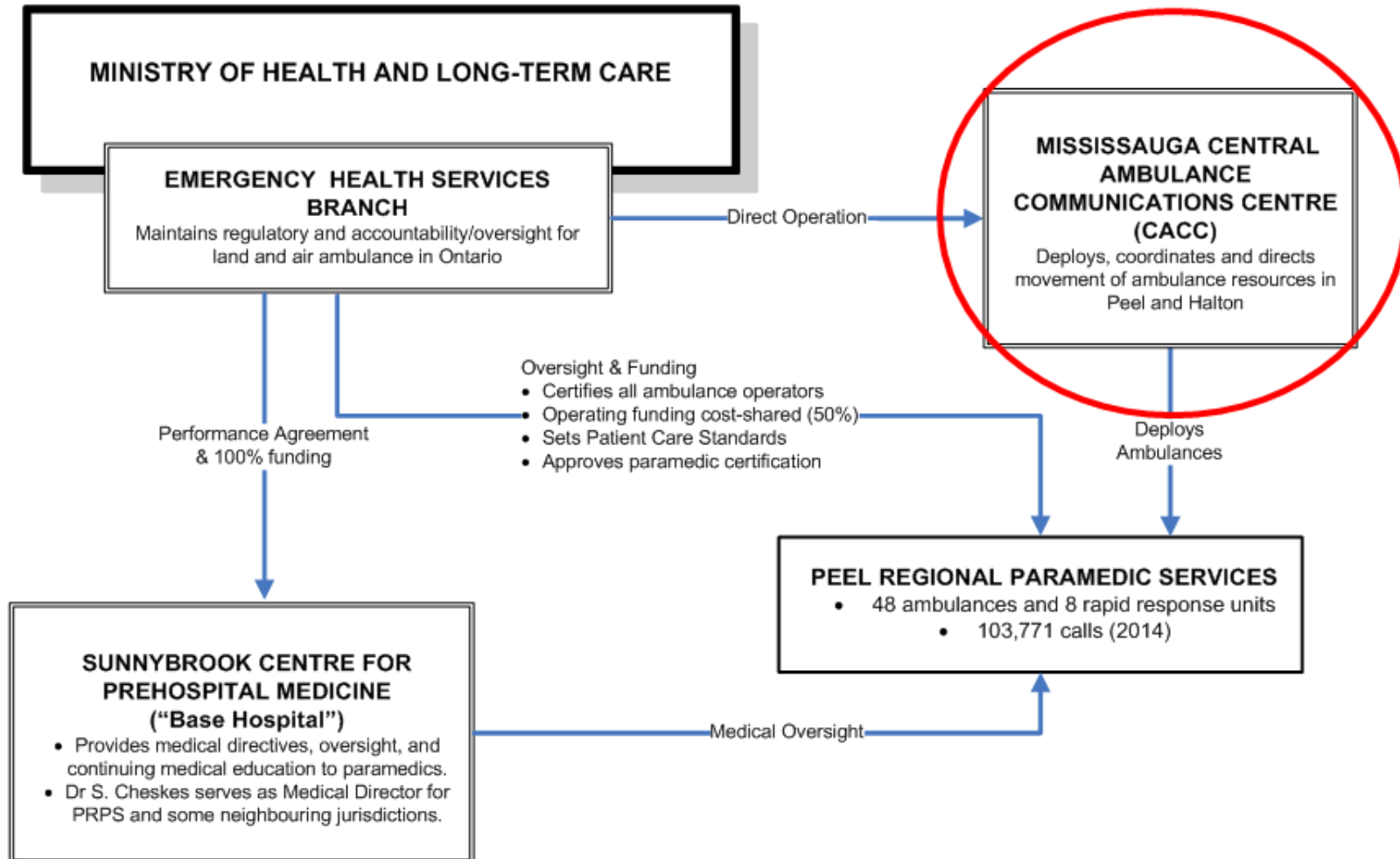
1. Appendix I – Oversight and Funding of Paramedic Services in Peel Region: A Region of Peel Perspective

*For further information regarding this report, please contact Dawn Langtry, Strategic Policy, Planning and Initiatives Ext. 4138.*

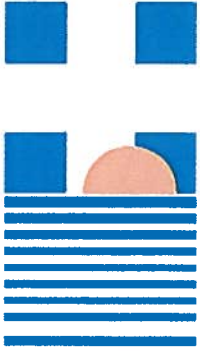
AMBULANCE COMMUNICATIONS AND DISPATCH SERVICES ADVOCACY

Appendix I

OVERSIGHT AND FUNDING OF PARAMEDIC SERVICES IN PEEL REGION  
A Region of Peel Perspective



May 2015



**TEMISKAMING  
HOSPITAL  
HÔPITAL  
TEMISKAMING**

**Cancer Care Ontario &  
Ontario Renal Network  
Human Touch Award  
2014**



**National MORE<sup>OB</sup>  
Patient Safety Award  
2013**



**Accredited with  
Exemplary Standing  
2012-2016**

421 SHEPHERDSON ROAD  
NEW LISKEARD, ON  
P0J 1P0

TEL: 705.647.8121  
BUS. LINE: 705.647.1088  
FAX: 705.647.5800

421, CHEMIN  
SHEPHERDSON  
NEW LISKEARD, ON  
P0J 1P0

TÉL: 705.647.8121  
LIGNE D'AFFAIRES:  
705.647.1088  
TÉLÉC: 705.647.5800

[temihosp.on.ca](http://temihosp.on.ca)

RECEIVED

MAR 29 2016

March 15, 2016

Dear Business and Community Leaders:

Temiskaming Hospital is currently inviting applications to new Board candidates who will reflect the hospital's needs and aspirations with respect to knowledge, attributes, competencies and experience. Competencies provide the foundation for the Board composition.

Our organization would like to attract Board candidates who possess a complementary combination of skills and attributes including governance and strategic planning experience, leadership, political acuity and advocacy, as well as an appreciation for the role that diversity plays in delivering excellent care in a community setting. Above all, Board members display the drive to contribute to the governance of our Hospital, with a demonstrated commitment to the community through participation in community endeavours, whether as a Board member or a volunteer.

In addition to these core professional competencies, our organization is looking for candidates with experience in several key areas including:

- Knowledge of the health care environment and hospital governance
- Enhancing the patient experience and healthcare advocacy
- Leading complex organizations through transformational change
- Understanding regulatory and relevant legislation

Please visit the website for more information at [www.temiskaming-hospital.com](http://www.temiskaming-hospital.com).

Consider volunteering and express your interest to join our Hospital Board of Directors by **March 31, 2016** to:

Margaret Beatty  
Secretary to the Board,  
Temiskaming Hospital  
421 Shepherdson Road  
New Liskeard, ON P0J 1P0  
[mbeatty@temiskaming-hospital.com](mailto:mbeatty@temiskaming-hospital.com)

Sincerely,

Margaret Beatty

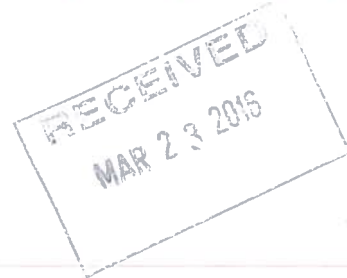
MB/cs



# Influential Women of Northern Ontario

March 21, 2016

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



Dear Mayor Kidd,

The 2016 Influential Women of Northern Ontario Awards (IW) will bring together an impressive list of community leaders at the north's biggest celebration of successful women executives, entrepreneurs, innovators and job creators. We are hoping you will join us for the 19<sup>th</sup> annual celebratory luncheon, as we shine a spotlight on exceptional women who create opportunity and fuel economic growth in our northern communities.

**North East Region Celebration**  
**12:00 pm to 2:00 pm Monday, May 30, 2016**  
**at the Best Western Hotel and Conference Centre in North Bay**

**North West Region Celebration**  
**12:00 pm to 2:00 pm Thursday, June 2, 2016**  
**at the Victoria Inn and Convention Centre in Thunder Bay**

Seven awards will be presented in each region the following categories: Executive of the Year, Entrepreneur of the Year, Young Entrepreneur, Tradeswoman, Aboriginal Leadership, and Influential Community Trailblazer with nominations coming in from across the region. The Young Influential Woman Essay Scholarship, created to empower and inspire the next generation of business leaders will be awarded to one female grade 12 student pursuing post-secondary education in the fall. We are pleased to inform you that for 2016 a winner hails from your area.

As a political leader in Northern Ontario, we, together with our winners and guests would be honored to have your support and attendance as we celebrate the achievements of women in the north. Visit the IW website to purchase tickets [www.influentialwomen.ca](http://www.influentialwomen.ca) and find the compelling stories of past winners. If you have additional information, please contact Lindsay Donnelly at 705-673-5705 ext. 362 or by e-mail at [ldonnelly@nob.on.ca](mailto:ldonnelly@nob.on.ca)

We hope you will share details of this event with women in your network and look forward to sharing in the celebration.

Sincerely,

Abbas Homayed  
Publisher

RECIPIENT  
SITARON

3/29

GRAYDON  
CARMAN HAS REGISTERED  
TO GO





Industry Canada

FedNor

19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4



March 24, 2016

Mr. James Franks  
City of Temiskaming Shores  
P.O. Box 2050  
Haileybury ON P0J 1K0

Dear Mr. Franks,

Thank you for contributing to the preparation and delivery of the FedNor-funded Northern Ontario Mining Showcase at PDAC 2016. Your hard work and professionalism is greatly appreciated and was recognized by everyone in attendance.

Once again, the Northern Ontario pavilion was a huge success, attracting dignitaries from all levels of government, as well as industry leaders, stakeholders and representatives from other countries including the United States, Brazil, China, India, Germany, South Africa and Ukraine. With the support of businesses and organizations such as yours, the Northern Ontario Mining Showcase has quickly become as a “must-see” site at the convention.

Once again, thank you playing a key role in the success Northern Ontario Mining Showcase and I look forward to working with you in the future on this flagship initiative.

Sincerely,

Aime J. Dimatteo  
Director General  
FedNor

## Dave Treen

---

**From:** ronald rice <karon.rice8@gmail.com>  
**Sent:** April-04-16 7:53 AM  
**To:** Dave Treen  
**Subject:** Project No.3 on Little St

Dear Sir,

Please inform Council that I withdraw my proposal to build a single detached dwelling on Little Street.  
Site requirements and costs are too much.

Yours truly

Ron Rice

April 4, 2016

## Legislative Changes to the *Municipal Elections Act, 1996* (MEA)

Today the Government of Ontario introduced legislative changes to the *Municipal Elections Act, 1996* (MEA) in the Legislative Assembly. The MEA sets out rules for electors and candidates, and roles for municipal clerks and councils in municipal and school board elections in Ontario. Bills generally are not publicly available until posted on Hansard, which is often the day after introduction. We will provide the link on our website as soon as it is available.

If passed, the legislation would change the campaign period, and rules for election financing including third party advertising and union and corporate donations. Municipal governments would also be given the option of using ranked ballot elections for future elections. Ranked balloting allows voters to rank more than one candidate. Municipal governments would hold public consultations before ranked ballot elections are conducted but not necessarily need to have a referendum.

Based on Minister McMeekin's statement, the changes introduced today build on consultations by the Ministry of Municipal Affairs and Housing (MMAH) in 2015. At that time, AMO provided information to members on the use of [ranked ballot voting](#), and made a [formal submission](#) to MMAH in July 2015.

Some of the key highlights we know include:

- **Shortening the municipal election campaign.** Candidates would be able to register between May 1 and the fourth Friday in July;
- **Third party advertising,** while permitted will include registration rules, contribution, and spending limits;
- **Campaign finance rules.** The legislation aims to make rules easier to follow for voters, candidates and contributors, and gives municipalities the option to ban corporate and union donations;
- **Increasing accessibility** for electors and candidates with disabilities by requiring clerks to prepare accessibility plans and distribute to the public prior to voting day; and,
- **Improving the voter's list** by making it easier for the clerk to add or change information.

AMO is encouraged that this legislative update appears to have taken our advice on many items. Once the Bill is available, we will do a detailed review. Some of the changes will require regulatory and technical guidance and we expect to be part of that further work. Watch for future analysis and we will keep you updated on the Bills progress through the legislature.

**AMO Contact:** Craig Reid, Senior Advisor, E-mail: [creid@amo.on.ca](mailto:creid@amo.on.ca), 416.971.9856 ext. 334.

April 4, 2016

## **AMO Report to Member Municipalities Highlights of the April 2016 Board Meeting**

To keep members informed, AMO provides updates on important issues considered at regular AMO Board of Directors' meetings. Highlights of the April 1, 2016 meeting include:

### **Patients First**

The Ministry of Health and Long-Term Care (MOHLTC) is considering transformation of primary, home, and community care that would have major impact on public health and other municipally co-funded programs. The AMO Board is supportive of strengthening patient-centred care but under the right conditions to succeed. The Board of Directors approved a principled, comprehensive approach for responding to the MOHLTC Minister and officials on a range of health matters that have a municipal impact or implications. The principles can be found here at: [AMO's Principles to Guide the Response to the Provincial Patients First Strategy](#).

**AMO Contact:** Michael Jacek, Senior Advisor, E-mail: [mjacek@amo.on.ca](mailto:mjacek@amo.on.ca), 416.971.9856 ext. 329.

### **Waste Free Ontario (Bill 151)**

Bill 151 has almost completed the required hours for the 2<sup>nd</sup> reading debate and is likely to be sent to Standing Committee hearing soon. The AMO Board was briefed on the intensive government relations work underway to try to secure municipal amendments to improve the Bill. One needed amendment relates to the payments to municipal governments for Blue Box services during the transition. Municipal governments must have a seat at the table during the transition as well as when the new legislation is in place. There will be an integrated waste management system which municipal governments will still be responsible for operating and funding. When the legislation is sent to Standing Committee, a detailed Members' Update will be sent with an outline of key points and the draft amendments being sought.

**AMO Contact:** Dave Gordon, Senior Advisor, E-mail: [dgordon@amo.on.ca](mailto:dgordon@amo.on.ca), 416.971.9856 ext. 371.

### **Framework for Marijuana Legalization and Municipal Implications**

The federal Liberal Party made an election commitment to legalize, regulate, and restrict access to marijuana. AMO is researching the opportunities and challenges to municipal governments of a legalized marijuana framework in light of municipal community services. Recommendations on how to approach the sector's discussion with the federal government, the Province, and other stakeholders with proposed next steps will be brought forward for the Board's consideration at their June meeting.

**AMO Contact:** Craig Reid, Senior Advisor, E-mail: [creid@amo.on.ca](mailto:creid@amo.on.ca), 416.971.9856 ext. 334.

### **Basic Income Guarantee**

The 2016 Ontario Budget announced a commitment to analyzing a Basic Income pilot. The AMO Board was briefed on this social assistance model which is gaining support at the municipal and provincial levels. AMO's President has corresponded with the Ministers of Finance and Community and Social Services to signal our expectation to be engaged in the development of the pilot given the social assistance programs managed at the local level. The Board received this update and will be informed of the Province's response to the AMO President's letter once received.

**AMO Contact:** Jessica Schmidt, Policy Advisor, E-mail: [jschmidt@amo.on.ca](mailto:jschmidt@amo.on.ca), 416.971.9856 ext. 367.

### **Provincial Consultation on Excess Soil Management**

The Board was updated on the Ministry of Environment and Climate Change's review of Excess Soil Management. Based on stakeholder consultations and collaboration with other Ministries, a proposed policy framework has been released, which has been posted on the Environmental Bill of Rights for comments and plans to amend regulation by the end of 2017. The Board approved a proposal for AMO staff to develop a submission to highlight municipal concerns and considerations.

**AMO Contact:** Jessica Schmidt, Policy Advisor, E-mail: [jschmidt@amo.on.ca](mailto:jschmidt@amo.on.ca), 416.971-9856 ext. 367.

### **MEPCO Update**

The MEPCO Board's update included the proposed CPP enhancement discussions between the federal and provincial governments as well as the ORPP and how it requires pension plan coverage for municipal part-time employees which is to be implemented January 1, 2020. There are a number of complex implications for both matters and MEPCO Board is undertaking the necessary work that considers the municipal government perspective as input to CPP and OMERS Plan.

**AMOCcontact:** Bruce McLeod, MEPCO Coordinator, E-mail: [bmcleod@amo.on.ca](mailto:bmcleod@amo.on.ca), 416.971.9856 ext. 350.

### **LAS Update**

LAS is looking to the future and the potential for new programs or services. LAS staff is currently on the road conducting the annual Town Halls across Ontario. Integrated into the Town Halls is a segment where members are being asked for input on potential new programs or services. This information will help, in part, inform any future direction taken by LAS (Link to LAS Town Hall: [LAS Information Sessions](#)).

**AMO Contact:** Judy Dezell, Enterprise Centre Director, E-mail: [jdezell@amo.on.ca](mailto:jdezell@amo.on.ca), 416.971.9856 ext. 306.

## Municipal Infrastructure Placemat 2016

Recently delivered federal and provincial budgets have detailed new or expanded infrastructure programs to support infrastructure across Ontario and Canada. While program details have yet to be announced, AMO is providing a snapshot of what is known and anticipated to be provided for our members.

### What we asked for:

**Provincial** – expanded stable infrastructure funding for municipalities, particularly formula funding through the Ontario Community Infrastructure Fund (OCIF).

**Federal** – Dedicated municipal funding. An immediate investment in transit and social housing for maintenance. Immediate funding for social housing energy and water efficiency retrofits and rehabilitation. Social housing expansion; roads and bridges maintenance; support for rural broadband. Investments in municipal GHG reductions and infrastructure resiliency.

### What was delivered:

**Provincial** – expanded funding of \$330 million annually for municipal infrastructure. Move Ontario Forward Outside GTHA (\$15B/ten years) funding still to be announced.

**Federal** - \$11.9B (\$3.45B for First Nations) in Phase 1 funding in the next two to five years for housing, green and public transit infrastructure.

Municipal Function/Service	Eligible Infrastructure Category	Funding Program	Program Details
<ul style="list-style-type: none"> <li>• Roads</li> <li>• Bridges</li> <li>• Water</li> <li>• Wastewater</li> </ul>	<ul style="list-style-type: none"> <li>• Roads</li> <li>• Bridges</li> <li>• Water</li> <li>• Wastewater</li> </ul>	Ontario Community Infrastructure Fund	<p>Formerly \$100M/yr. - \$50M formula, \$50M application</p> <p>Increased to: \$300M/yr. - \$200M/yr. formula, \$100M/yr. application in 2018-19</p>
<ul style="list-style-type: none"> <li>• Roads</li> <li>• Bridges</li> </ul>	<ul style="list-style-type: none"> <li>• Roads</li> </ul>	Ontario Connecting Link Program	Formerly \$15M/yr., increased to \$20M/yr. in 2016-17 and \$30M/yr. in 2018/19
<ul style="list-style-type: none"> <li>• Social housing energy efficiency retrofits</li> </ul>	<ul style="list-style-type: none"> <li>• installing energy-efficient boilers</li> <li>• insulating outer walls and mechanical systems, and</li> <li>• installing more energy efficient windows and lighting</li> </ul>	Ontario Green Investment Fund	Pre-Budget \$92M one time funding for retrofits for social housing, \$82M for towers with 150 units or more, \$10M for 1,300 smaller social housing units in rural and small communities

Municipal Function/Service	Eligible Infrastructure Categories	Funding Program	Program Details
<p>Nationally Significant</p> <ul style="list-style-type: none"> <li>• Roads</li> <li>• Bridges</li> <li>• Transit</li> <li>• Ports</li> <li>• Flood protection</li> </ul>	<ul style="list-style-type: none"> <li>• highways and major roads</li> <li>• public transit</li> <li>• rail infrastructure</li> <li>• local and regional airports</li> <li>• port infrastructure</li> <li>• intelligent transportation systems (ITS)</li> <li>• disaster mitigation infrastructure</li> </ul>	<p>New Building Canada Fund – National Infrastructure Component</p>	<p>\$4 Billion for nationally significant projects which meet the following criteria:</p> <ul style="list-style-type: none"> <li>• Generate positive economic activity;</li> <li>• Reduce potential economic disruptions or foregone economic activity;</li> <li>• Generate productivity gains for the Canadian economy; or,</li> <li>• Provide benefits that extend beyond the provinces or territories where the project would be located.</li> </ul> <p>\$1.6B allocated as of January 2016</p>
<p>Nationally and regionally significant</p> <ul style="list-style-type: none"> <li>• Roads</li> <li>• bridges</li> <li>• Transit</li> <li>• Water</li> <li>• Wastewater</li> <li>• Solid waste</li> <li>• Connectivity</li> <li>• Flood protection</li> </ul>	<ul style="list-style-type: none"> <li>• Highways and major roads</li> <li>• Public transit</li> <li>• Connectivity and broadband</li> <li>• Drinking water</li> <li>• Wastewater</li> <li>• Solid waste management</li> <li>• Green energy</li> <li>• Innovation</li> <li>• Brownfield redevelopment</li> <li>• Disaster mitigation infrastructure</li> <li>• Local and regional airports</li> <li>• Short-line rail</li> <li>• Short-sea shipping</li> </ul>	<p>New Building Canada Fund – Provincial/Territorial Infrastructure Component</p>	<p>\$9 billion for projects that are nationally and regionally significant, and are predominantly medium- and large scale in nature</p> <p>Ontario allocation \$2.44B/10 yrs.</p> <p>\$1.43 allocated as of January 2016</p>

Municipal Function/Service	Eligible Infrastructure Categories	Funding Program	Program Details
<p>Locally or regionally significant</p> <ul style="list-style-type: none"> <li>• Roads (arterial)</li> <li>• bridges</li> <li>• Transit</li> <li>• Water</li> <li>• Wastewater</li> <li>• Solid waste</li> <li>• Connectivity</li> <li>• Flood protection</li> </ul>	<ul style="list-style-type: none"> <li>• Highways or major roads (including bridges)</li> <li>• Public transit</li> <li>• Disaster mitigation</li> <li>• Connectivity or broadband</li> <li>• Innovation</li> <li>• Wastewater</li> <li>• Green energy</li> <li>• Drinking water</li> <li>• Solid waste management</li> <li>• Brownfield redevelopment</li> <li>• Local and regional airport</li> <li>• Short line rail</li> <li>• Short sea shipping</li> </ul>	<p>New Building Canada Fund – Provincial/Territorial Infrastructure Component – Small Communities Fund</p>	<p>\$1B for projects of national, regional or local significance for municipalities with populations under 100,000</p> <p>Ontario allocation \$272M - \$141M committed in Ontario as of January</p>
<ul style="list-style-type: none"> <li>• Roads</li> <li>• Bridges</li> <li>• Transit</li> <li>• Broadband</li> <li>• Community energy</li> <li>• Water</li> <li>• Wastewater</li> <li>• Flood protection</li> <li>• Waste</li> <li>• Capacity building</li> <li>• Culture</li> <li>• Recreation</li> <li>• Tourism</li> <li>• Sport</li> <li>• Brownfields</li> <li>• Airports</li> <li>• Short trip shipping</li> </ul>	<ul style="list-style-type: none"> <li>• Local roads and bridges</li> <li>• Transit</li> <li>• Local and regional airports</li> <li>• Broadband</li> <li>• Short sea shipping</li> <li>• Short line rail</li> <li>• Community energy systems</li> <li>• Drinking water</li> <li>• Wastewater</li> <li>• Solid waste</li> <li>• Brownfield redevelopment</li> <li>• Capacity building</li> <li>• Disaster mitigation</li> <li>• Recreation</li> <li>• Culture</li> <li>• Tourism</li> <li>• Sport</li> </ul>	<p>Canada Gas Tax Fund</p>	<p>\$2.1B in 2016 nationally \$617M administered by AMO</p> <p>Commitment to allocate unused funding each year to GTF formula – details tbd.</p>



Municipal Function/Service	Eligible Infrastructure Categories	Funding Program	Program Details
<ul style="list-style-type: none"> <li>• Buses</li> <li>• Streetcars</li> <li>• Light rail</li> <li>• subways</li> </ul>	Details tbd <ul style="list-style-type: none"> <li>• Fleet replacement</li> <li>• Track, bridge, signal upgrades</li> <li>• Accelerated design and implementation of construction work for large-scale projects</li> </ul>	Canada Public Transit Fund	\$3.4B over 3 years in Budget 2016  Up to 50 per cent of eligible costs covered by federal government  Ontario share \$1.49B
<ul style="list-style-type: none"> <li>• Social housing</li> <li>• Affordable housing</li> <li>• Public housing energy and water retrofits</li> <li>• Childcare facilities</li> <li>• Recreational and cultural centres</li> <li>• Accessibility improvements</li> </ul>	Details tbd <ul style="list-style-type: none"> <li>• Affordable housing \$504M/2yrs</li> <li>• Affordable housing for seniors \$200M/2yrs</li> <li>• Energy and water efficiency retrofits and renovations for existing social housing \$573M/2yrs</li> <li>• Childcare and early learning \$500M 2017-18</li> <li>• Cultural and recreational infrastructure \$168.2M/2yrs</li> <li>• Renovate, expand improve existing cultural Infrastructure \$150M/2yrs</li> <li>• Accessibility \$4M/2yrs</li> </ul>	Canada Social Infrastructure Fund	\$3.4B over 5 years in Budget 2016  Ontario allocation? TBD
<ul style="list-style-type: none"> <li>• Climate change plans</li> <li>• GHG reduction projects</li> <li>• Asset management planning</li> <li>• Climate-related infrastructure upgrades (unfunded)</li> <li>• Water</li> <li>• Wastewater</li> </ul>	Details tbd <ul style="list-style-type: none"> <li>• Climate change capacity building, FCM \$75M – GHG reduction, climate change integration in asset management plans</li> <li>• FCM GMF – GHG reductions \$125M</li> <li>• Asset management best practices - \$50M</li> <li>• Infrastructure resilience (Lake Manitoba and Lions Gate)</li> <li>• Water and wastewater upgrades \$2B/4yrs</li> </ul>	Canada Green Infrastructure Fund	\$5B over 5 years in Budget 2016  Up to 50 per cent eligible water and wastewater costs covered by federal government  Ontario allocation? TBD

Municipal Function/Service	Eligible Infrastructure Categories	Funding Program	Program Details
<ul style="list-style-type: none"> <li>Rural broadband expansion</li> </ul>	Details tbd <ul style="list-style-type: none"> <li>Improve rural/remote broadband access</li> <li></li> </ul>	Connecting Canadians? Broadband Access	\$500M over 5 years in Budget 2016  Ontario allocation? TBD
<ul style="list-style-type: none"> <li>Rail crossing safety improvements</li> </ul>	Details tbd <ul style="list-style-type: none"> <li>Rail safety enforcement and oversight</li> <li>Supporting local rail crossing safety</li> </ul>	Rail Safety	\$143M over 3 years for rail safety



For immediate release:

### **FONOM Urging Members to Support Ontario Farmers**

**April 6, 2015 - Kapuskasing, ON** - The Federation of Northern Ontario Municipalities (FONOM) is encouraging its membership to use their influence within their communities to support and promote Ontario farmers by purchasing French's ketchup.

In 2015, French's began to focus on using locally sourced ingredients with no preservatives in their ketchup line. They have promised to use only tomatoes grown in Ontario and have demonstrated a history of working with Canadian farmers through the use of mustard seeds from Saskatchewan in their famous mustard line.

The shift to promoting and using local ingredients and has resulted in overwhelming support through the public with the use of social media to push for people to purchase French's ketchup. The volume of sales has skyrocketed which has increased the number of contracts for local tomato growers.

"Buying local supports both Ontario farmers and our communities. We are encouraging our members to support and promote the French's brand when possible," says Mayor Alan Spacek of Kapuskasing and President of FONOM.

With local food week around the corner from June 1<sup>st</sup> to June 7<sup>th</sup>, it is a great opportunity to promote Ontario's farmers.

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For More Information:

Mayor Alan Spacek  
President of FONOM  
705 335 0001



Township of Georgian Bay

April 7, 2016

Honourable Marc Garneau  
Minister of Transport  
House of Commons  
OTTAWA ON  
K1A 0A6

Mr. Minister:

**Re: Enforcement of "No Wake" Zones**

Please be advised that the Council of the Corporation of the Township of Georgian Bay, on March 14, 2016, adopted the attached resolution requesting the implementation of legislation that would provide authorities with the ability to enforce a "No Wake" restriction in Ontario's navigable waters.

Yours truly,

A handwritten signature in black ink that reads "Gunby".

Jessica Gunby, Dipl.M.A, ACST  
Acting Clerk  
[jgunby@gbtownship.ca](mailto:jgunby@gbtownship.ca)  
:ls

- cc: - Tony Clement, M.P.  
Parry Sound – Muskoka  
44A King William Street (Main Office)  
Huntsville, Ontario  
P1H 1G3 (hand delivered)
- All municipalities in Ontario

X:\Clerk\C04 Council Correspondence\2016\160314\No wake resolution.docx

**CORPORATION OF THE TOWNSHIP OF GEORGIAN BAY**  
**MOTION C-83-2016**

**Adopted by Council on Monday, March 14, 2016**

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*WHEREAS the Office of Boating Safety, which administers the Vessel Operation Restriction Regulations (VORRS) pursuant to the Canada Shipping Act, 2001, has advised that the issue of "No Wake" is currently addressed by limiting the speed or power of a vessel;*

*AND WHEREAS the Office of Boating Safety has advised that "No Wake" is not a restriction found in the Canada Shipping Act, 2001, or its regulations, and therefore is not an enforceable restriction;*

*AND WHEREAS a boat's wake can do a great deal of damage, including*

- the erosion of shorelines*
- the swamping of nests of loons and other waterfowls*
- the damaging of docks and vessels moored at docks and at marina gas pumps*
- the danger to swimmers*
- the interference with safe navigation*
- the disruption of wetland habitat*
- the upsetting of canoes and small boats, especially in narrow channels*

*BE IT RESOLVED that the Township of Georgian Bay requests the Honourable Marc Garneau, Minister of Transport, to address this dangerous and harmful situation, by implementing legislation that would provide authorities with the ability to enforce a "No Wake" restriction in Ontario's navigable waters;*

*AND THAT a copy of this resolution be forwarded to all municipalities in Ontario with a request for endorsement;*

*AND THAT a copy of this resolution be forwarded to the Honourable Tony Clement, M.P., Parry Sound – Muskoka.*

# Application to Host a FONOM/MMAH Annual Conference

## ***Background:***

The FONOM/MMAH conference has grown in recent years to more than 250 delegates and additional people such as exhibitors. The conference brings over \$100,000 of economic activity to the host community. The conference forms a major portion of the annual operating revenue to FONOM and it is therefore important that potential revenue be maximized through the selection of the host community, transparent tendering and purchasing of goods and services, as well as careful financial control and management. The successful host will sign a Memorandum of Understanding document, a sample of which is attached to this Application.

## ***Section 1 - Timing***

The conference will occur in May each year during the second week. It will begin on Wednesday at 1:00 pm and last two and a half days. The evening meal on the opening day (Wednesday) will allow delegates to visit local restaurants. A banquet with entertainment will be held on the Thursday evening during which the FONOM Executive Award will be presented. There will be plenary sessions and concurrent sessions. There will be a session on Friday morning that will be set aside for FONOM members to vote on FONOM resolutions and conduct the annual meeting of members.

Check year that you are applying to host:

May 9, 10 & 11, 2018 \_\_\_\_\_

May 8, 9 & 10, 2019 \_\_\_\_\_

Is this a significant year/date for your community? \_\_\_\_\_

If yes, describe the significance of the year and other events that will be occurring in conjunction with this year (e.g. If this is the anniversary of incorporation will your community be holding other events such as festivals, reunions, etc. during the same year?)

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### ***Section 2 – Conference Facilities***

The following conference facility guidelines are the minimum required:

- One large conference room able to seat 300 delegates for plenary sessions. The room would ideally be furnished with round tables and have a suitable sound system to allow for speakers at the podium and in the audience using several mobile microphones.
- One large banquet room to seat 300 guests with a head table (may be the same room and the plenary session room above provided capacity is available).
- Two adjacent rooms for break-out sessions that should seat from 75 to 125 delegates.
- Four to five meeting rooms for Ministerial delegations that can accommodate up to 12 people seated boardroom style.
- Large area for the trade should in close proximity to the large conference room so that delegates will have easy access to the exhibits.
- Access to telecommunications hook-ups including high-speed Internet, good audio equipment available to all meeting rooms.
- Sufficient parking to accommodate delegates, sponsors and exhibitors.
- All facilities above should be accessible to persons with physical disabilities.

In what primary facility do you propose to host the majority of the conference?

_____ Name of Facility	_____ Address	_____ Contact Person
_____ Telephone	_____ Fax	_____ Email

If there is an additional secondary facility that will be used, please indicate so below.

_____	_____	_____
Name of Facility	Address	Contact Person
_____	_____	_____
Telephone	Fax	Email

If there is a third facility that will be used, please indicate so below.

_____	_____	_____
Name of Facility	Address	Contact Person
_____	_____	_____
Telephone	Fax	Email

Identify below each of the required rooms available in this facility:

Room Purpose	Room Name	Required Capacity	Actual Capacity
Plenary room		300	
Banquet room		300	
Trade Show area		30+ booths*	
Break-out session room 1		75 to 125	
Break-out session room 2		75 to 125	
Ministerial delegation room 1		12	
Ministerial delegation room 2		12	
Ministerial delegation room 3		12	
Ministerial delegation room 4		12	
Ministerial delegation room 5		12	

Please attach floor plans for these rooms and facilities wherever they are available.  
 (\* Booths should be 10' in width and 8-10' deep)



**Section 3 – Accommodations**

Please provide a list of all accommodations in your community that includes the following information: Name, Address, Telephone, Fax, Email, Website and Room rates. A minimum of **300 rooms** within a 30 kilometre radius of conference venue is normally required.

<b>Hotel/Motel/B&amp;B Name</b>	<b>Address</b>	<b>No. of Rooms &amp; Rates</b>	<b>Tel, Fax Email, Website</b>

**Section 4 – Food Services and Catering**

List up to three food service providers for the conference. These food service providers should have had prior experience in providing food service to groups of 300 or more.

Food Provider(s)

_____	_____	_____
Name of Provider	Address	Contact Person
_____	_____	_____
Telephone	Fax	Email

(Add more lines if required)

**Section 5 – Spouses’ Program**

Please provide a list of possible attractions, activities, or local sites of interest that would be included in a program for spouses of delegates. These activities should include an interactive/learning activity (such as art lesson, computer training, etc.) and should be sensitive to special needs of spouses (such as physical restrictions). The spouses’ program will be designed entirely by the hosting community however must be approved by FONOM and MMAH.

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**Section 6 – Municipal Resources**

Please indicate below what staff resources are available. This person/persons should be accountable to the elected representatives of your municipality. (Note that the conference budget does not include expenses for staff.)

*Local Conference Chairperson/Contact Person:*

_____	_____	_____
Name	Title	Business Address
_____	_____	_____
Telephone	Fax	Email

*Additional Contact People (name up to three):*

_____	_____	_____
Name	Title	Business Address
_____	_____	_____
Telephone	Fax	Email

_____	_____	_____
Name	Title	Business Address
_____	_____	_____
Telephone	Fax	Email

_____	_____	_____
Name	Title	Business Address
_____	_____	_____
Telephone	Fax	Email

What recent conferences has your community hosted in which your municipal staff were involved in organizing?

_____	_____	_____
Conference/Group	Date(s) Held	Number of Delegates
_____	_____	_____
Conference/Group	Date(s) Held	Number of Delegates

**Section 7 – Other Factors**

Please list other factors that your community wishes to have considered when the FONOM board reviews conference bids.

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In preparing and submitting this bid to host a FONOM-MMAH Conference, I/we have read and understand the terms of the Memorandum of Understanding between the Federation of Northern Ontario Municipalities and the Host Municipality(ies) and will sign such an agreement should we be selected as the successful bidder of a conference.

I have the power to bind the City/Town/Township/Municipality of

\_\_\_\_\_:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***ANNUAL FONOM-MMAH CONFERENCE***  
***Memorandum of Understanding***  
***Between the***  
***Federation of Northern Ontario Municipalities***  
***And the Host Community***

**Guideline for Conference Host Municipality(ies)**

Overall the Host Municipality(ies) is responsible for organizing and managing all local conference logistics. The following sets these out.

**Communication and Conference Coordination:**

- Representatives from the HM participate in the Conference Coordinating Committee (CCC) along with conference partners FONOM and MMAH. This Committee oversees the agenda development, financial terms, communication material and local logistics for each conference etc. This Committee usually meets at least monthly from December/January until the conference.
- Expenses for HM representatives on the CCC are the responsibility of the HM and are not part of the conference budget.

**Venue:**

- HM works directly with the management of the local venue to reserve appropriate space for all aspects of the conference, ensure access to all rooms, availability of required audio equipment in each conference room and any other equipment needed, and make any other arrangements necessary for full use of the facility by conference delegates.
- Enhanced audio visual services may be necessary in order to meet the ever-expanding technical needs of this conference. In this case, the HM will undertake a tender or call for proposals for these services.
- Municipally-owned facilities used for portions of the conference are provided by the HM rent free.

### Meals:

- HM manages all meals and refreshment breaks including ordering all food from the food provider(s). They either work with the onsite caterer, or if there aren't any, hires local caterers or local volunteer organizations to prepare and serve the meals. All aspects of food service before and during the conference are the responsibility of the HM including selecting of menu's within the budget allocated.
- HM will manage the entry to mealtime in some manner, for example, meal tickets with conference package or by just using conference name tags. If HM chooses to use conference name tags, they should use different coloured name tags for one, two day or full registration.

### Conference Promotion:

- All communication on the conference needs to first be reviewed by the CCC. The early notice and pre-registration packages are normally sent out to municipalities by MMAH.
- In consultation with the CCC, the HM will set up a web site with the conference information. This website will be linked to FONOM and MMAH sites.

### Conference Budget and Finances:

- The HM will be provided a working budget by FONOM. The HM will tender for provision of all conference services using their own municipal tendering procedures. The HM has discretionary spending abilities within this budget however; other conference partners FONOM and MMAH should be apprised about the status of the budget at least once a month between January and April.
- The HM will pay to FONOM the total net profit of the conference by July 15 in the year of the conference.

### Registration:

- Registration fees are set by the CCC. Normally all delegates are charged registration and speakers are not. This is sometimes a judgement call if speakers decide to stay longer than a few hours each side of their presentation, so it can be discussed with the CCC.
- The Conference registration form is fairly standard from year to year. The HM may tailor it each year to indicate the HM, location, local contact names

etc. This is then provided to the CCC for their review. (MMAH will prepare the early notice memo and also provide it to the CCC.)

- The early conference notices and registration forms are normally sent to municipalities by MMAH. The HM should prepare a draft Companion program/notice, accommodation lists and electronic map of area showing conference site and location of accommodation (and anything else the HM might like to include). Timing of the mail outs is worked out by the CCC.
- The HM is responsible for receiving all the registrations, recording the registrants and collecting and managing all registration fees. All conference funds should be kept in a separate account with inputs and outputs recorded.
- The HM will order and prepare conference name tags for all pre-registered delegates, speakers (usually distinctive from the delegates and exhibitors) and guests.
- In addition to the pre-conference registration work, the HM will set up a registration desk at the conference, to allow pre-registrants delegates, speakers and guests to collect their conference packages and name tags but also to allow for last minute registrations. At this desk, there should be additional name tags. This desk will serve as a “conference central desk” - where any conference or facility related information is available to delegates, messages are given, evaluation forms are deposited etc. It should be visible and easily accessible and staffed throughout all hours that the conference and/or trade show is open to delegates.
- The cancellation policy is that registration fees, less a \$50 administration charge, are refundable only if written notification is received by 7 days before the conference. No refunds will be made after that date however substitutions may be made without financial penalty.

#### Conference Agenda:

- While the agenda is worked out and finalized by the CCC, the printing of the final agenda is arranged by MMAH. The final agenda must be printed in both French and English. Translation is also done by MMAH.
- The final agenda includes a letter from each of the FONOM President (with a list of the FONOM Directors), the Minister of Municipal Affairs and Housing, and the Head of Council for the HM.
- The HM, in consultation with FONOM and MMAH, will purchase and wrap the required number of speaker gifts and arrange for them to be on stage and presented to each speaker at the appropriate time in the conference.

### Conference Packages:

- The HM, in consultation with the CCC, will order the appropriate conference packages (eg. bags, portfolios etc) and arrange for appropriate logos indicating the name of the conference, the HM, FONOM and the Province of Ontario.
- The HM will acquire the necessary contents of the packages and also fill them prior to the conference. The following should be in the packages:
  - any local promotional material that the HM can acquire
  - a list of final conference pre-registrants
  - FONOM's resolution package and annual report
  - floor plan of the conference facility and, if desired, a map showing local attractions
  - trade show program and map of booth locations
  - any other notices that sponsors may wish to include

### Sponsorships:

- The HM, in conjunction with FONOM, is responsible for obtaining all conference sponsorships. Sponsorships can be obtained for meals, refreshment breaks or just for promotion. Due to the long relationship the conference has had with many of its sponsors, there is a "right of refusal" for sponsors from the previous year to sponsor the same event/item.
- The HM will sponsor the Pre banquet reception, the year prior to hosting the conference, value of \$2000.00.
- There is a standard conference sponsorship package for potential sponsors to choose from. These fees will be established by the CCC.

### Exhibits:

- The HM is responsible for the pre-registration of all exhibit booths. There are standard fees as well for these which are also reviewed annually by the CCC. While many companies, government agencies will contact the HM directly to acquire a booth, the HM may need to also solicit to totally fill the booth spaces. The HM can use the list from the prior year's HM for this purpose using the list that will be provided by FONOM.
- The HM manages this space by allotting the necessary space, assigning the space and communicating with the exhibitors regarding the requirements etc.



Companion Program:

- The HM is responsible for developing and managing a Companion program. This includes working with local businesses etc and providing the program outline in time to be included in the mail-out of the conference agenda and registration forms.

Signage:

- Two banners need to be displayed prominently at the entrance to the conference site or on the conference building. The HM is responsible for putting these up and taking them down.
- The HM should also put up any directional signs that may be necessary for the delegates to find the conference facilities including parking, conference rooms, reception areas, booth areas etc. These should be in a bilingual format. The objective is to make it as easy as possible for the delegates to find their way around.
- The HM will also put up signs indicating the various sponsors of the conference.

Post Conference Wrap Up:

- The CCC may meet following the conference to review the lessons learned from that year’s conference, review the results of the evaluation forms and make recommendations on how to improve subsequent conferences.
- The HM prepares a Final Report following the conference which outlines such items as:
  - total attendance and profile of delegates (eg. breakdown by municipality, other etc)
  - final financial statement with revenues and expenditures broken down
  - any suggestions for next year’s conference etc.

Signed by:

**SAMPLE – DO NOT SIGN AT THIS TIME**

\_\_\_\_\_ Date

FONOM Representative

\_\_\_\_\_ Date

Host Community Representative

By signing this document, the Host Community agrees to abide by the terms and conditions as well as timelines outlined in this Memorandum of Understanding.



Services de santé du

**TIMISKAMING**  
Health Unit

*Enhancing your health in so many ways.*

**Head Office:**

247 Whitewood Avenue, Unit 43  
PO Box 1090  
New Liskeard, ON P0J 1P0  
Tel.: 705-647-4305 Fax: 705-647-5779

**Branch Offices:**

Dymond Tel.: 705-647-8305 Fax: 705-647-8315  
Englehart Tel.: 705-544-2221 Fax: 705-544-8698  
Kirkland Lake Tel.: 705-567-9355 Fax: 705-567-5476

[www.timiskaminghu.com](http://www.timiskaminghu.com)

April 11, 2016

Mrs. Danielle Bélanger-Corbin  
Chair – Board of Directors  
North East LHIN  
555 Oak St. East, 3rd Floor  
North Bay, ON P1B 8E3

**Re: Mental Health & Addiction Services Divestment**

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I am writing this letter at the request of the Timiskaming Board of Health. We feel it is important during this time of health care service transformation that our concerns be voiced and that clear and transparent processes be developed to support all parties engaged in transformative activities. Without these supports in place, many agencies will not be positively committed to supporting many of the changes that need to happen.

If organizations merge or one organization is taken over by another, the assets and liabilities of all agencies are absorbed by the new entity. However, if only part of an agency or program is moved to another, it is imperative that a clear and transparent plan for the absorption of liabilities be developed when the funding is transferred. As the LHIN is likely to lead many of the impending changes, part of the transformation planning should include the development of resources to support many of the agencies that may be involved. This would include human resources for project management as well as legal and financial support. Funding envelopes that were previously committed to service delivery should not be expropriated to support the cost of transformation and resultant liabilities.

The recent divestment of the Mental Health and Addictions (MH&A) program of Timiskaming Health Unit (THU) to the Canadian Mental Health Association-Cochrane-Timiskaming is one illustration of what can go wrong with such events despite the best intentions of all parties. In 2012, the LHIN released a document to all its healthcare agencies regarding re-alignment of services within the district of Timiskaming. One objective was to minimize duplication of services and avoid any confusion regarding client access to service. Another was to reduce the number of service agreements that the LHIN was required to manage. CMHA and THU both provided direct to client mental health and addictions services. CMHA's primary mandate is mental health. THU is a public health agency funded directly by Ministry of Health and Long Term Care (MOHLTC) and local municipalities and governed by the Health Protection and Promotion Act. In addition, it has received funding from Ministry of Health Promotion, Ministry of Children and Youth, and works collaboratively with many other government and not for profit agencies to deliver many population-based programs. Direct service provision, except for some very limited situations, is not its primary mandate. Public health organizations have often recognized gaps in service provision to its constituents as part of our surveillance and planning activities. In the past, when such gaps occurred, and resources permitted, programs were developed to reduce those inequities. This is the history of the Mental Health and Addictions program of THU which eventually became funded through the LHIN.

Shortly after the LHIN released the transition plan, THU and CMHA entered discussions and with the support of our local LHIN representative, agreed to enter into an integrated funding agreement with the intent to slowly phase in the transition of services over several years. The integrated funding model simply stated that THU would continue to provide all its services on a contract basis and the funds would flow through the CMHA to THU. This solved one of the original objectives of the LHIN in reducing the number of service agreements with its providers. Several years before this, the THU Board of Health had acquired a property to house the New Liskeard staff of the MH&A program as the main office had become too small for our expanding needs. The lease was negotiated on the strength of the committed LHIN funding. In other areas, our offices housed MH&A services alongside our other staff and costs were allocated to the LHIN funding accordingly. During the transition period, as staff vacancies were created, THU discussed with CMHA the option of retaining some lines of funding but these opportunities were deferred due to concerns regarding the possible triggering of the Public Sector Labour Transition Act (PSLTRA). Very early in the process, the LHIN had suggested that they could provide resources to support the transfer such as project managers. However, in follow up discussion, this was never made available. Similarly requests for consideration of funding to support severances was also denied. When the decision to make the full divestment was made in spring of 2015, all parties met with the involved labour union and discussed the process. The transfer date was set for January 01, 2016. Some discussion regarding the possible transfer of the lease occurred but confirmation was never provided in written format. It was not until a month before the transition that THU was informed that CMHA intended to move all staff from the THU New Liskeard office into newly acquired, leased and renovated space adjacent to their current offices. In addition, the lawyers for the 3 parties did not formalize the transition agreement until mid-December, at which time it became apparent that MH&A staff at THU had the right to remain at THU and displace other positions for which they were qualified rather than transfer to CMHA. This created significant disruption within THU and has resulted in several grievances and pending arbitrations which have been costly in terms of human resources and which may lead to further financial impacts pending the arbitrators rulings. As the CMHA was the fund holder and would become the beneficiary of the entire funding envelope(>2M) that had maintained the services at THU, it was felt that they had some obligation to assist in alleviating the resulting liabilities that THU has sustained, however their Board has declined any additional support.

THU has retained some small surpluses in its operation of the MH&A program over the past few years and it is hoped that these will be sufficient to offset ongoing legal costs. However, the costs of supporting the empty building until another tenant can be found will place additional burden on a budget which is supposed to be dedicated to public health programming and is supported by municipal dollars as well as Ministry funds. Given these recent events, it is easy to understand why the Board of Health would be very cautious about entering into any other transformative projects that might be envisioned by the Patients First discussion document.

Sincerely,



Dr. Marlene Spruyt, BSc, MD, CCFP, FCFP, DPH, MSc-PH (*On behalf of BOH for THU*)  
Medical Officer of Health/Chief Executive Officer

c.c. Louise Paquette, NELHIN CEO  
Minister Dr. Eric Hoskins, Ministry of Health & Long-Term Care  
John Vanthof, MPP  
Local Municipalities

**The Corporation of the City of Temiskaming Shores  
Committee of Adjustment**

**Meeting Minutes**

Wednesday, January 27, 2016

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**Present:** Chair: Carman Kidd  
Members: Robert Dodge; Florent Heroux; Angela Hunter; Maria McLean; Voula Zafiris

**Regrets:** Suzanne Othmer

**Also Present:** Jennifer Pye, Secretary-Treasurer

**Public:** Darlene Phillips, 254 Raymond Street – Applicant B-2016-01(D)

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**1. Opening of Meeting**

Resolution No. 2016-01

Moved By: Florent Heroux

Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment meeting be opened at 1:30 p.m.

**Carried**

**2. Adoption of Agenda**

Resolution No. 2016-02

Moved By: Robert Dodge

Seconded By: Maria McLean

Be it resolved that the Committee of Adjustment adopts the agenda as printed.

**Carried**

**3. Declaration of Pecuniary Interest**

None

**4. Adoption of Minutes**

Resolution No. 2016-03

Moved By: Voula Zafiris

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the December 16, 2015 Committee of Adjustment Meeting as printed.

**Carried**

**5. Public Hearings**

Chair Carman Kidd advised that this afternoon a public hearing is scheduled for two (2) consent applications.

The Planning Act requires that a public hearing be held before the Committee of Adjustment decides whether to approve such applications. The public hearing serves two purposes: first, to present to the Committee and the public the details and background to the proposed applications and, second, to receive comments from the public and agencies before a decision is made.

**5.1 Consent Application B-2015-01(NL) – Doupe Bennett McLeod for Jose Gauvreau, 11 Armstrong Street**

The Chair declared the public hearing for Consent Application B-2015-01(NL) to be open.

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The Chair asked the Planner, Jennifer Pye, to summarize the proposal, provide any additional information that may be relevant and summarize any correspondence received to date regarding this application.

**Subject land:** 11 Armstrong Street; Plan M11NB Lot 4 and Part of Lot 5; Parcel 23998SST; Town of New Liskeard.

**Purpose of the application:** The applicant is requesting to sever the south 8.01m x 41.46m of the property, including the building on that portion of the property (currently containing Wallbridge Wallbridge), from the north 16.53m x 41.51m portion of the property and the building on that portion of the property (currently containing North Country Apparel and Active One Source for Sports).

**Statutory public notice:** The application was received on December 17, 2015 and was circulated to City staff. Notice of the complete application and notice of the public hearing were advertised in the Temiskaming Speaker on January 11, 2016 in accordance with the statutory notice requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

Jennifer Pye summarized the Planning Report and advised that, provided the recommended conditions are attached to approval, in her opinion the application is consistent with the Provincial Policy Statement (2014), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and Town of New Liskeard Zoning By-law 2233, and respectfully requested that the Committee approve the application.

The Committee discussed the existing parking arrangement on the property in the lane. Jennifer Pye stated that the parking spaces required by the Zoning By-law needed to be provided within the parameters set out by the Zoning By-law and there was not sufficient space on the proposed retained property to accommodate parking.

The Committee asked if the required variance could be addressed in one application and Jennifer Pye confirmed that they could be considered on the same application.

The Committee asked if any additions could be constructed on the existing buildings in the future. Jennifer Pye indicated that any additional construction would need to meet the requirements of the Zoning By-law.

Chair Carman Kidd asked if there was any further discussion regarding the applications.

The committee considered the following resolution:

Resolution No. 2016-04

Moved By: Robert Dodge

Seconded By: Angela Hunter

**Whereas** the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2015-01(NL) as submitted by Doupe Bennett McLeod on behalf of Jose Gauvreau for the following lands: 11 Armstrong Street; Plan M11NB Lot 4 and Part of Lot 5; Parcel 23998SST; Town of New Liskeard;

**And whereas** the applicant is requesting to sever the south 8.01m x 41.46m of the property, including the building on that portion of the property (currently containing Wallbridge Wallbridge), from the north

**The Corporation of the City of Temiskaming Shores  
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16.53m x 41.51m portion of the property and the building on that portion of the property (currently containing North Country Apparel and Active One Source for Sports);

**And whereas** the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated January 22, 2016 and has considered the recommendations therein;

**Be it resolved that** the Committee of Adjustment for the City of Temiskaming Shores approves Consent Application B-2015-01(NL) subject to the following conditions:

- 1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
  - a) The original executed Transfer/Deed of Land form, a duplicate original, and one photocopy for our records;
  - b) A Schedule to the Transfer/Deed of Land form on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the Transfer/Deed of Land form;
  - c) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates;
- 2) That the owner/applicant apply for and receive approval of a minor variance for relief from the requirements of the Town of New Liskeard Zoning By-law 2233 for the proposed retained property as follows:
  - a) Section 11(2)(c) Building Area (maximum)
  - b) Section 11(2)(f)(i) Building setback, rear – main building (minimum)
  - c) Section 11(2)(p)(vi) Parking spaces, other non-residential uses (minimum)

**Carried**

The Chair declared the public hearing for Consent application B-2015-01 to be closed.

5.2 Consent Application B-2016-01(D) – Mark and Darlene Phillips for Joseph Jacksic, 260 Raymond Street

The Chair declared the public hearing for Consent Application B-2016-01(D) to be open.

The Chair asked the Planner, Jennifer Pye, to summarize the proposal, provide any additional information that may be relevant and summarize any correspondence received to date regarding this application.

**Subject land:** 260 Raymond Street; Plan M232T Lot 1; Parcel 16495SST; Township of Dymond.

**Purpose of the application:** The purpose of the application is to sever a 4.572m (15') strip of land from the south of the property at 260 Raymond. The strip is to be added to the adjacent property at 254 Raymond. The applicants are the owners of 254 Raymond and are requesting the additional property in order to allow access to their back yard as well as to give them a place to pile snow.

**Statutory public notice:** The application was received on January 5, 2016 and was circulated to City staff. Notice of the complete application and notice of the public hearing were advertised in the

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Temiskaming Speaker on January 11, 2016 in accordance with the statutory notice requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

Jennifer Pye summarized the Planning Report and advised that, provided the recommended conditions are attached to approval, in her opinion the application is consistent with the Provincial Policy Statement (2014), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and Township of Dymond Zoning By-law 984, and respectfully requested that the Committee approve the application.

The Chair asked if the applicant would like to provide any additional information. The applicant had no additional information to provide.

The Committee noted that the subject property has a real estate sign indicating it has been sold. The applicant stated that the property was listed by the realtor as having the reduced frontage that would be result of this application. The sale is set to close on February 29. The applicant indicated that her husband has spoken with the purchaser and they are aware of the proposed severance.

Chair Carman Kidd asked if there was any further discussion regarding the applications.

The committee considered the following resolution:

Resolution No. 2016-05

Moved By: Florent Heroux

Seconded By: Maria McLean

**Whereas** the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2015-01(NL) as submitted by Mark and Darlene Phillips on behalf of Joseph Jacksic for the following lands: 260 Raymond Street; Plan M232T Lot 1; Parcel 16495SST; Township of Dymond;

**And whereas** the applicant is requesting to sever a 4.572m x 45.72m strip of land from the south of the property at 260 Raymond Street, which is to be added to the adjacent property at 254 Raymond Street;

**And whereas** the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated January 22, 2016 and has considered the recommendations therein;

**Be it resolved that** the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated January 22, 2016 and has considered the recommendations therein;

- 1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
  - a) The original executed Transfer/Deed of Land form, a duplicate original, and one photocopy for our records;
  - b) A Schedule to the Transfer/Deed of Land form on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the Transfer/Deed of Land form;
  - c) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates;

**The Corporation of the City of Temiskaming Shores  
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- 2) This is a lot addition, therefore Section 50(3) or 50(5) of the Planning Act applies to any further conveyance or transactions involving the severed property.

**Carried**

**6. New Business**

None

**7. Unfinished Business**

None

**8. Applications for Next Meeting**

Next meeting: Wednesday, February 24, 2016

**9. Adjournment**

Resolution 2016-06

Moved By: Maria McLean

Seconded By: Robert Dodge

Be it resolved that the Committee of Adjustment meeting be closed at 2:00 pm.

**Carried**

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Carman Kidd  
Chair

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Jennifer Pye  
Secretary-Treasurer



## 1. CALL TO ORDER

- Meeting called to order at 6:33 PM

## 2. ROLL CALL

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd          | <input checked="" type="checkbox"/> James Franks, Economic Development Officer |
| <input checked="" type="checkbox"/> Councillor Jeff Laferiere  | <input checked="" type="checkbox"/> Dan Fenety (via Teleconference)            |
| <input checked="" type="checkbox"/> Councillor Danny Whalen    | <input checked="" type="checkbox"/> Maria Zafiris                              |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Chuck Durrant (Chair)                      |

## 3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition of Closed Session

## 4. APPROVAL OF AGENDA

Recommendation CEDAC-2015-006

Moved by: Mayor Carman Kidd

Be it recommended that:

1. The Community Economic Development Advisory Committee agenda for the November 30, 2015 meeting be approved as amended.

**CARRIED**

## 5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CEDAC-2015-007

Moved by: Councillor Danny Whalen

Be it recommended that:

2. The Community Economic Development Advisory Committee approve the minutes of the May 26, 2015 meeting as printed.

**6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

- None

**7. DELEGATIONS**

- None

**8. COMMUNICATIONS**

8.1. *Kirkland and District Community Development Letter*

**Discussion:**

Received for Information

8.2. *3H Online – Newsletter*

**Discussion:**

Received for Information

8.3. *5 Minutes for Biz*

**Discussion:**

Received for Information

8.4. *Ontario Moving Forward with Accessibility Certification Program*

**Discussion:**

Received for Information. Committee member Dan Fenety inquired as to how the City is communicating this information with our business owners to ensure that they are aware of the new legislation and programs available for this certification. Councillor Laferriere stated that perhaps the City could approach the Accessibility Committee to determine a strategy to provide guidance to business owners.

The Committee also agreed that this information should be shared with local news agencies such as the newspaper, Chamber of Commerce, radio, etc.

**9. UNFINISHED BUSINESS**

- None

## **10. NEW BUSINESS**

### **10.1. Strategic Plan**

#### **Discussion:**

James Franks provided an update to the Committee in regards to the Strategic Plan for the municipality. After meeting with some of our government partners, James has suggested that, in order to be successful in receiving funding to assist with the development of the strategic plan, it would be in the City's best interest to hire a professional firm or consultant to develop the plan in conjunction with City staff.

James also noted that when the City submits a funding application, more often than not, the funders request the submission of a professional strategic plan.

The Committee was in support of this approach and will proceed with the request of \$50,000 in the 2016 budget.

### **10.2. Retail Updates**

#### **Discussion:**

James Franks provided the Committee with a general update of retail stores within the municipality. James advised that Staples, located in the Temiskaming Square will be closing in early 2016, as well as, Steak Villa is relocating off site.

In downtown New Liskeard, E's liquidation is also closing in early 2016, however Watch Me Grow will be reopening sometime in 2016.

### **10.3. Naturallia 2015**

#### **Discussion:**

James Franks provided the Committee with a general update in regards to the 2015 Naturallia. James will provide the committee with results in the near future.

### **10.4. PDAC Results**

#### **Discussion:**

James Franks provided a verbal recap of the 2015 PDAC projects and events. James further discussed items for 2016.

### **10.5. Site Certification**

#### **Discussion:**

Christopher Oslund updated the committee on the status of the Site certification and advised the group that the City would be requesting an extension.

10.6. Key Priorities

**Discussion:**

The Committee suggested that any updates in regards to key priorities be communicated with local stakeholders. In addition, the committee suggests an annual key priorities report to be considered in the future.

10.7. Meeting with newly elected MP

**Discussion:**

It was suggested, that City staff, meet with the newly elected MP, Anthony Rota to provide him with updates on existing projects and potential new projects.

10.8. Career Fair

**Discussion:**

The group discussed the possibility of attending Kirkland Lake's upcoming career fair, as the City of Temiskaming Shores hosts one every second year. City staff will encourage local businesses to participate in the Kirkland Lake career fair.

**11. SCHEDULE OF MEETINGS**

- To be determined

**12. CLOSED SESSION**

Recommendation CEDAC-2015-008

Moved by: Councillor Jeff Lafreniere

Be it resolved that:

The Community Economic Development committee convenes into Closed Session at 7:30 p.m. to discuss the security of the property of the municipality or local board as per section 239 (2) (a) of the Municipal Act.

**Carried**

Recommendation PW-2015-009

Moved by: Councillor Jeff Lafreniere

Be it resolved that:

The Community Economic Development Committee rise without report at 7:40 p.m.

**Carried**

**13. ADJOURNMENT**

Recommendation CEDAC-2015-010

Moved by: Councillor Danny Whalen

Be it recommended that:

1. The Community Economic Development Advisory Committee meeting is adjourned at 7:42 p.m.

**Carried**



# NEOMA

## NORTHEASTERN ONTARIO MUNICIPAL ASSOCIATION

220 Algonquin Blvd. East, TIMMINS, ON P4N 1B3

Counc. Michael Doody, President  
(705) 363-7634  
[michael.doody@timmins.ca](mailto:michael.doody@timmins.ca)

Mayor Roger Sigouin, Vice President  
(705) 362-4341  
[rsigouin@hearst.ca](mailto:rsigouin@hearst.ca)

Joe Torlone, Secretary-Treasurer  
(705) 360-2601  
[joe.torlone@timmins.ca](mailto:joe.torlone@timmins.ca)

Friday, March 4, 2016 @ 10:00 a.m.  
Fauquier Community Centre (25 Grzela Road), Fauquier ON  
**MINUTES of the Annual Meeting**

<b>Attendees:</b>	<p>Steve Black (Timmins), Joe Torlone (Timmins), Johanne Baril (Val Rita Harty), Walter Wawrzaszek (Timmins), Michael Doody (Timmins), Joe Campbell (Timmins), Michael Shea (Iroquois Falls), Tony Antoniazzi (Kirkland Lake), Carman Kidd (Temiskaming Shores), Betty Lou Purdon (Iroquois Falls), Colin Kennedy (Iroquois Falls), , Michel Arsenault (Smooth Rock Falls), Gilles Laderoute (Black River-Matheson), Doug Bender (Black River-Matheson), Garry Edwards (Black River-Matheson), Don Nolet (Opasatika), Madeleine Tremblay (Fauquier-Strickland), Sylvie Albert (Fauquier-Strickland), Michel Briere (Mattice Val Cote), Peter Politis (Cochrane), Roger Sigouin (Hearst), Joanne Landry (Smooth Rock Falls), Andre Rheume (Hearst), Claude Gagnon (Hearst), Ghislain Hachez (Moonbeam), Francis Lamontagne (Opasatika), Ray Vermette (Hearst), Guylaine Coulombe (Mattice Val Cote), Joyce Malenfant (Mattice Val Cote), Richard Lemay (Mattice Val Cote), Luc Denault (Smooth Rock Falls), Gerard Proulx (Hearst), Luc Leonard (Moonbeam), Aurel Goddard (Kapusking), Wayne Taipale (Moosonee), Laurier Guillemette (Kapusking), Ana Blouin (Timmins), Carole Gendron (Moonbeam), Gilles Audet (Moonbeam), Robert Courchesne (Fauquier-Strickland), Steve Ratte (Fauquier-Strickland), Michelle Larose (Black River-Matheson), Christiane Potvin (Val Rita-Harty), Carole Lessard (Val Rita-Harty), Lise Berube (Val Rita-Harty), Anne-Lynn Kucheran (Fauquier Strickland), Yves Labelle (Kapusking), Renelle Belisle (Cochrane), Dave Plourde (Kapusking), Martin Credger (Kapusking)</p> <p><b>Guests:</b> David Landers (CDSSAB), Ted Griffith (Campbell Strategies), Paul Ouimette (Timmins NEONet), Michel Lamontagne (MNDM – Kapuskasing), Lise Beaulne (Charlie Angus' office), Alison Stanley (FONOM)</p> <p>(Please note that the names above are names of the attendees that signed the "Attendance Sheet")</p>
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<i>If there are any errors or omissions in these minutes, please contact the undersigned.</i>			
	<b>ITEM</b>	<b>DISCUSSION</b>	<b>ACTION REQUIRED</b>
1.	Welcome	Mayor M. Tremblay welcomed the group to her community.	
2.	Opening remarks	President M. Doody discussed the importance of speaking as one voice.	
3.	Introductions	Introductions were made.	
4.	Approval of agenda	<p><b>2016-01</b> Moved by M. Credger Seconded by D. Nolet</p> <p>THAT the meeting agenda for the NEOMA annual meeting held on March 4, 2016 be approved as circulated, with the following addition:</p>	

		19d) Environmental posting – Mayor S. Black 21a) Letter from Town of Hearst re: T. Laughren  CARRIED	
5.	Declaration of pecuniary interest	There were no declarations of pecuniary interest.	
6.	Adoption of Minutes of November 6, 2015	<b>2016-02</b> Moved by A. Rheume Seconded by M. Briere  THAT the minutes of the November 6, 2015 NEOMA meeting be approved as presented.  CARRIED	
7.	Business arising from the minutes	a) Bear Wise toll free number – French services – Hon. B. Mauro  This correspondence was provided for the group's information.	
8.	Presentations:	a) Paul Ouimette, Director of Operations – NEONET  P. Ouimette, Director of Operations (NEONET) and Ana Blouin presented to the group. P. Ouimette explained the challenges regarding NEONET and provided an information package with regard to their services, as well as items they have been working on. Ms. Blouin provided a description of her role with the Productivity and Innovation Centre.  b) Ted Griffith – Campbell Strategies  T. Griffith presented to the group and provided a draft letter, which the NEOMA group agreed to submit in support of existing biomass power generation facilities to be included for consideration in large renewable procurement 1 (LRP1).	Secretary/Treasurer to distribute correspondence.
9.	NEOMA Constitutions – Amendments – Membership	The NEOMA municipalities considered amendments to Clause 4 – Membership, Clause 8b – Voting and Clause 7 – Remuneration of Members. There was also a request to amend Clause 6 – Representation. The Clause 6 amendment item was moved to the agenda for the next NEOMA meeting.  The following resolution was approved:  <b>2016-03</b> Moved by M. Briere Seconded by R. Sigouin  THAT the Northeastern Ontario Municipal Association (NEOMA) wishes to expand its membership to include municipalities in the District of Timiskaming;  AND FURTHER that additional membership will require amendments to the NEOMA Constitution;	

NOW THEREFORE be it resolved that the following constitutional amendments be approved:

4. **Membership**

Any municipality in the District of Cochrane **and the District of Timiskaming** will be eligible for membership in the Association.

8. **Voting**

A quorum shall consist of the simple majority of the number of municipalities that form the Association. The Association consists of **fifteen (15)** municipalities. For purposes of determining a majority of municipalities in attendance, all members present from any single municipality shall be considered as one.

**Schedule 1 to the NEOMA Constitution lists those participating municipalities.**

1.	Black River Matheson
2.	Cochrane
3.	Fauquier-Strickland
4.	Hearst
5.	Iroquois Falls
6.	Kapuskasing
7.	Kirkland Lake
8.	Mattice Val Côté
9.	Moonbeam
10.	Moosonee
11.	Opasatika
12.	Smooth Rock Falls
13.	Temiskaming Shores
14.	Timmins
15.	Val Rita Harty

CARRIED

The following amendment to Clause 7 – Remuneration of Members – was approved.

**2016-04**

Moved by M. Briere

Seconded by R. Sigouin

THAT the Northeastern Ontario Municipal Association (NEOMA) agrees to amend Clause 7 – Remuneration of Members, as follows:

**7. Remuneration of Members**

The NEOMA President, or members who are appointed to special committees, will have their travel expenses reimbursed by NEOMA if they are on NEOMA business;

AND FURTHER that travel expenses will be reimbursed in accordance with the particular municipality's travel policy.



		<p>CARRIED</p> <p>A proposed amendment to Clause 6 of the NEOMA constitution was deferred to the next NEOMA meeting. The Secretary-Treasurer was directed to send each member municipality the proposed amendment. Each municipality will be asked to discuss this proposed amendment. This amendment will be placed on the Agenda for the next NEOMA meeting for discussion and a vote. If this proposed amendment is voted on, the voting will be in accordance with the current Clause 6.</p>	
10.	Financial Report	<p><b><u>2016-05</u></b>  Moved by R. Sigouin  Seconded by R. Vermette</p> <p>THAT the NEOMA financial statement for 2015 be approved as presented.</p> <p>CARRIED</p>	
11.	Hospital report	This item was deferred to the next NEOMA meeting.	
12.	Federal & Provincial elected officials	Louise Beaulne read correspondence from Charlie Angus and Carol Hughes.	
13.	AMO Update	Counc. M. Doody advised the group that discussions are still continuing regarding funding for small municipalities with respect to infrastructure. Counc. Doody also advised that this initiative is being led by the AMO Northern caucus.	
14.	FONOM Update	FONOM reports were provided to the group for their review. The reports included items relating to non-urgent patient transfers, Northeast non-urgent transportation funding strategy, Ontario's 2016 budget, recent Provincial announcements and that FONOM and NAMA have teamed up with grain farmers to launch Growing Ontario: A New Voice for northern and rural Ontario.	
15.	AFMO Update	The group was advised that that the upcoming AFMO conference will be held in Hearst.	
16.	NeCN Update	There was no update at this time.	
17.	Mayor's Coalition on Affordable Policing	There was no update at this time and it was requested to remove this item as a standard item on the NEOMA agenda. Mayor Politis advised if issues arise, he will have them added to the NEOMA agenda in the future.	
18.	Quebec Boreal Forest Alliance – Status Update	Mayor R. Sigouin provided a brief overview of the Alliance with respect to how the funds would be used. The membership funds are used toward advertising, promotion and lobbying. Mayor Sigouin also emphasized that although this is a forestry related alliance, that it would likely lead to include other sectors of the economy, such as mining. Mayor T. Antoniazzi	

advised the group that Kirkland Lake supports the use of \$20,000 towards the membership fee for the Quebec Boreal Forest Alliance. However, Mayor Antoniazzi advised the group that Kirkland Lake will not be participating with respect to the individual municipality's membership.

At the November 6, 2015 NEOMA meeting in Hearst, NEOMA members decided to join the Québec Boreal Forest Alliance which has a membership fee of \$45,000. At this meeting, it was decided to transfer \$23,607.16 from the Northern Mayor's Task Force account to the NEOMA account. Of the total amount, \$20,000 of these funds would be allocated towards the Québec Boreal Forest Alliance membership and the remaining funds of \$3,607.16 would be transferred to the NEOMA account for future use. Resolutions #2015-15 and #2015-16 are provided below for your information.

**2015-15**

*Moved by A. Spacek  
Seconded by P. Politis*

*THAT \$20,000.00 from the Northern Mayor's Task Force account be transferred to the NEOMA account;*

*AND FURTHER that the \$20,000.00 be provided as a loan with no fixed term of payment.*

*CARRIED*

**2015-16**

*Moved by R. Sigouin  
Seconded by M. Briere*

*THAT the remaining funds in the Northern Mayor's Task Force account of \$3,607.16 be transferred to the NEOMA account for future use.*

*CARRIED*

Based on the above resolutions, a membership fee list was prepared by the Town of Hearst and sent to each of the participating municipalities advising them of payment.

Shortly after this membership fee list was sent to each of the municipalities, an error was detected in the balance of funds remaining in the Northern Mayor's Task Force account.

The current balance in the Northern Mayor's Task Force account is \$16,438.35. The Secretary-Treasurer was instructed to transfer \$16,438.35 to a special NEOMA account set up specifically for the Quebec Boreal Forest Alliance membership.

And further that \$3,561.65, from the NEOMA general account, be transferred to the Quebec Boreal Forest Alliance membership account, in order to have \$20,000 available in that account for the membership. NEOMA

		<p>members also decided to advise the Quebec Boreal Forest Alliance that NEOMA as a group will provide \$20,000 towards a membership. In addition, once each of the NEOMA municipalities decides individually to join, their per capita membership fee will also be forwarded to the Quebec Boreal Forest Alliance.</p>	
19.	Resolutions of Support	<p>a) Township of Matachewan – Resolution – 4-laning of Highway 11</p> <p>The following resolution was approved by the NEOMA group:</p> <p><b><u>2016-06</u></b>  Moved by: C. Kidd  Seconded by: R. Sigouin</p> <p>WHEREAS NEOMA supports the importance of Highway 11 as a transportation corridor for goods and services;</p> <p>NOW THEREFORE be it resolved that the fifteen (15) member Municipalities of NEOMA fully support the Corporation of the Township of Matachewan resolution Number 15-188 regarding the process of four-laning Highway 11 from North Bay to Cochrane.</p> <p>CARRIED</p> <p>b) Township of McGarry – Resolution – 4-laning of Highway 11</p> <p>The following resolution was approved by the NEOMA group:</p> <p><b><u>2016-07</u></b>  Moved by: T. Antoniazzi  Seconded by: M. Credger</p> <p>WHEREAS NEOMA supports the importance of Highway 11 as a transportation corridor for goods and services;</p> <p>NOW THEREFORE be it resolved that the fifteen (15) member Municipalities of NEOMA fully support the Corporation of the Township of McGarry resolution Number 211/15 regarding the process of four-laning Highway 11 from North Bay to Cochrane.</p> <p>CARRIED</p> <p>c) Township of Mattice – Val Côté – Northern Telephone – Current practices</p> <p>The following resolution was approved by the NEOMA group:</p> <p><b><u>2016-08</u></b>  Moved by: J. Malenfat  Seconded by: M. Briere</p>	

		<p>WHEREAS NEOMA understands the importance of life-saving services to residents of our communities;</p> <p>NOW THEREFORE be it resolved that the fifteen (15) member Municipalities of NEOMA fully support the Municipality of Mattice-Val Cote resolution Number 16-29 regarding a request to Northern Telephone Limited to reconsider its current practice and criteria when dealing with emergencies and service disruptions.</p> <p>CARRIED</p> <p>d) Response to EBR Registry No. 012-5973 – Mayor S. Black</p> <p>The group discussed NEOMA’s response to the EBR Registry with respect to the Endangered Species Act and its consequences under the Forest Management Planning Manual. The group agreed on behalf of NEOMA, to send a letter to the Ministry of Natural Resources and Forestry addressing this concern. NEOMA’s letter will ask that all references to the Endangered Species Act be removed from the Forest Management Planning Manual until a committee of stakeholders develops a comprehensive strategy.</p>	<p>Secretary-Treasurer to complete correspondence to the Ministry of Natural Resources with respect to this issue.</p>
20.	Correspondence	<p><b>a)</b> Smooth Rock Falls – Resolution regarding non-urgent patient transfers</p> <p>Mayor Arsenault provided information and an update regarding the Town of Smooth Rock Falls resolution concerning non-urgent patient transfers.</p> <p><b>b)</b> Working together in a new parliament – MP Charlie Angus</p> <p><b>c)</b> Ensuring a strong voice for NE Ontario in Parliament – MP Charlie Angus</p> <p><b>d)</b> FEDNOR - MP Charlie Angus</p> <p>The group reviewed correspondence b, c, &amp; d from Charlie Angus, MP.</p> <p><b>e)</b> Municipal Contribution – “The World’s Best Snowmobile Destination” – NCN</p> <p>The above item was provided for each municipality’s information. The group was urged to take this information back to their respective municipalities.</p> <p><b>f)</b> Town of Hearst – Resolution re: Reinstatement of incentives for Physicians to practice in rural areas of Ontario</p> <p>The NEOMA group fully supported the following resolution:</p> <p><b>2016-09</b>  Moved by R. Vermette  Seconded by R. Sigouin</p>	

		<p>THAT the 15 member municipalities of NEOMA recognize the importance of medical services and health care;</p> <p>NOW THEREFORE be it resolved that NEOMA fully supports the Town of Hearst's resolution # 13-16 which requests the Provincial government to reinstate incentives for physician to practice in rural areas of Ontario, particularly in rural areas of Northern Ontario, where few communities are widely dispersed across a vast territory resulting in Northern Ontario residents needing to travel long distances to access health care.</p> <p>CARRIED</p>	
21.	Other matters	<p>21a) Letter from Town of Hearst re: T. Laughren</p> <p>Mayor Sigouin asked the NEOMA group for their support in nominating Tom Laughren as this year's recipient of the FONOM/MMAH conference's Executive Award. The following resolution was approved:</p> <p><b><u>2016-10</u></b>  Moved by R. Sigouin  Seconded by R. Vermette</p> <p>THAT the 15 member municipalities of NEOMA fully support the Town of Hearst's nomination of Tom Laughren as this year's recipient of the FONOM/MMAH conference Executive Award;</p> <p>AND FURTHER that upon approval of this resolution, the Mayor of Hearst will invite member municipalities to contribute to a more formal recommendation on behalf of his nomination.</p> <p>CARRIED.</p>	
22.	Date and location of next meeting	<p>The group decided to have the Town of Kirkland Lake and the City of Temiskaming Shores, co-host the next NEOMA meeting in late spring or early summer 2016. The group also decided that the location of the meeting will be in Kirkland Lake. The Township of Black River-Matheson will host the 2016 fall NEOMA meeting.</p>	
23.	Adjournment	<p><b><u>2016-11</u></b>  Moved by M. Briere  Seconded by R. Sigouin</p> <p>That the NEOMA meeting adjourn at 1:45 p.m.</p> <p>CARRIED</p>	

Minutes taken by:  
**JOE TORLONE,**  
**NEOMA Secretary-Treasurer**  
**City of Timmins**

JT\kc

**1. Call to Order**

The meeting was called to order at 9:04 AM.

**2. Roll Call**

PRESENT:	Carman Kidd, Mayor; Doug Jelly, Councillor; Doug Walsh, Director of Public Works, Steve Burnett – Technical and Environmental Compliance Coordinator; Mike Del Monte, Cluster Manager – OCWA; Eddie Hillman, OCWA; and Airianna Misener, Executive Assistant
REGRETS:	Robert Beaudoin, Environmental Superintendent
OTHERS PRESENT:	

**3. Review of Previous Minutes**

The minutes of the February 18, 2016 Contract Consultation Meeting with Operating Authority were reviewed by the committee.

**4. Unfinished Business**

**FACILITIES**

**4.1 North Cobalt Wastewater Lagoon – 543083 Proctors Road**

**Vegetation Issues**

**Previous Discussion:**

Vegetation issue to be addressed this Spring/Summer.

**Discussion:**

Staff report, once the snow is melted, work will begin to address the Vegetation at the Lagoon.

**4.2 Station St. Sanitary Lift Station**

**Previous Discussion:**

No Update- New lighting spring 2016.

**Discussion:**

Steve Burnett reported that Mitch Lafreniere, Manager of Physical Assets, recently toured the building with an Electrician to discuss new lighting.

A By-Pass on Station Street was needed due to a tripped pump. The amperage on the pump has been increased and will be sent out for repair once the Spring run-off is complete.

#### **4.3**    Groom Drive

Previous Discussion:

Repairs complete. Call out at station panel, issues resolved.

Discussion:

No issues.

#### **4.4**    Haileybury Mechanical Wastewater Plant – 275 View St

##### **Grinder**

Previous Discussion:

A crane will need to be rented in early spring 2016 to install the new grinder.

Discussion:

In conjunction with the installation of the grinder, seals on the clarifier drive will be addressed at the same time.

##### **Sludge**

Previous Discussion:

OCWA covered all costs to remove the sludge. Steve Burnett suggests that going forward the sludge is hauled on a monthly basis once the Vac/Flusher Combo truck has arrived.

Discussion:

Steve reported that the Vac/Flushing combo truck is expected to be in service early June. The City will look at using OCWA's sludge hall ECA up until it is determined if the City requires one.

##### **Fencing**

Previous Discussion:

No Update - All fencing will be looked at in 2016

Discussion:

No update.

**Other items**

Previous Discussion:

The city will address the sidewalks in the Spring.

Discussion:

No update.

**4.5 Farr Drive Pumping Station**

Previous Discussion:

The pumps have been running good with no issues.

Discussion:

No issues.

**Roof Repairs**

Previous Discussion:

The City's Maintenance Department temporarily fixed the leak in the roof. Steve Burnett will follow up with Mitch Lafreniere.

Discussion:

Mitch Lafreniere will have the contractor who is working on other municipal roofs this year do an assessment.

**4.6 Haileybury Water Treatment Plant – 322 Browning St**

**High Lift Pump – New**

Previous Discussion:

Steve Burnett will be issuing an RFQ in the near future to replace 2 low lifts & 1 high lift pump. Steve further mentioned he would investigate whether a Schedule C is needed due to the additional pumping capabilities.

Discussion:

Steve Burnett informed the group that the RFQ for the replacement of the lift pumps has been released and includes a mandatory site visit as a requirement.

**Security**

Previous Discussion:

No update

Discussion:

No update



### ***Parking Lot***

#### ***Previous Discussion:***

OCWA recommended that the snow removal crews be more careful when piling snow as their internet line has been buried. OCWA will contact Eastlink to look at installing a mast to secure the internet cable on the roof.

Security to the south side of the water treatment plant will be looked at in the spring.

#### ***Discussion:***

OCWA temporarily raised the internet cable. Eastlink will be contacted to permanently fix the cable.

### ***4.7 Haileybury Reservoir – Niven St.***

#### ***Previous Discussion:***

Security will be looked at in 2016.

#### ***Discussion:***

No update

### ***4.8 New Liskeard/Dymond Waste Water Lagoon – 177304 Bedard Rd.***

### ***Sludge Study***

#### ***Previous Discussion:***

The City is waiting to receive the report from EXP; the initial indication shows no concerns of critical nature.

#### ***Discussion:***

The City is waiting to receive the report from EXP.

### ***Environment Canada***

#### ***Previous Discussion:***

City staff are participating in a conference call on February 25<sup>th</sup>, 2016 regarding the notice received from Environment Canada. Further details will be presented at the following meeting.

#### ***Discussion:***

City staff and OCWA recently participated in a representation to an enforcement officer from Environment Canada regarding Wastewater Effluent System Regulation. The representation was successful as the officer will work with the City and OCWA to resolve the issue.

#### **4.9 Montgomery Sanitary Lift Station**

Previous Discussion:

No update

Discussion:

No update

#### **4.10 Cedar St. Sanitary Lift Station**

Previous Discussion:

No update

Discussion:

No update

#### **4.11 Goodman Sanitary Lift Station – 132 Jaffray St.**

Previous Discussion:

OCWA reported issues with the Miltronics resulting in call-ins. Further discussed that a header on the wet wells may need to be replaced, troubleshooting is underway.

Discussion:

OCWA reported that issues with Miltronics need to be addressed. There have been a lot of issues with the Miltronics this past season; OCWA staff believe the issues are being caused due to the frequent weather/temperature changes.

#### **4.12 New Liskeard Water Treatment Plant – 305 McCamus Ave.**

##### **Upgrades for Looping Project**

Previous Discussion:

Looping portion is now complete. OCWA identified that due to the excess humidity and chlorine a dehumidifier has been purchased and must be installed along with ceiling fans in the building. Mike Del Monte will meet with New Liskeard sheet metal to have a hood built. The hood will need to be installed over the VFD's.

Discussion:

OCWA reported that the new hood over the VFD's will be installed next week.

Mike Del Monte informed the group of potential funding opportunities to reduce energy. Mike will continue to look into the funding opportunities, and report back to the committee.

**4.13 New Liskeard Water Reservoir-177102 Shepherdson Rd.**

**Reservoir Shutdown**

Previous Discussion:

An existing diesel pump has been removed from the building. Steve Burnett will discuss with Mitch Lafreniere: options to close the hole in the building that was left after removal.

Discussion:

Building Maintenance staff will repair the hole in the building.

**4.14 Dymond Water Treatment Plant – 286 Raymond St**

**Plant Upgrades**

Previous Discussion:

St- Michel Project is ongoing. Pressure issues with butterfly valve were noted. EXP requested the installation of a PRV (relief valve) to fix the issue. Program modifications may be made to fill the reservoir only at night. This will reduce pressure fluctuation on Raymond Street.

Discussion:

A pressure relief valve has been installed. No issues reported.

Steve Burnett sent a draft cost sharing agreement to the school board. The City is waiting to receive a response from the school. The St-Michel Project cannot start, until the cost sharing agreement is in place.

**4.15 Gray Road Sanitary Lift Station – 783495 Gray Rd**

Previous Discussion:

No update

Discussion:

OCWA informed the group that a pump at the Gray Road Lift Station will eventually need to be replaced. A backup pump is in place if needed.

**4.16 Niven St Pumping Station – New Liskeard**

Previous Discussion:

OCWA confirmed vibration continues on pump number 2. Spec and Sons have been on site to assess. It is suggested to install a rubber coupling to eliminate the vibrations. OCWA continues to monitor.

Discussion:

OCWA confirmed vibrations continue on pump number 2. In result of the vibrations, OCWA report cracking around the base of the pump. Work will begin to fix the vibrations.

#### **4.17 Whitewood Pumping Station – New Liskeard**

**Previous Discussion:**

OCWA determined a faulty by-pass check valve will need to be replaced. OCWA will order a new by-pass check valve.

**Discussion:**

Replacement of the faulty by-pass check valve will be done in the coming weeks.

### **5. MOE Compliance Issues**

**This section reviews a number of issues based on the binder compiled and kept at the Public Works Office (Engineering). The numbers are based on the system established within the binder.**

***TS-012/TS-027/TS-134/TS-146: Inspection and cleaning of reservoirs***

Mike Del Monte forwarded information from an inspection company to Dave Treen and they are interested in providing a presentation on their products to various municipalities in the area.

Perhaps a demonstration could be provided at the Haileybury reservoir and Steve Burnett will follow-up with Dave Treen as to when the presentation could be held.

Dave Treen created and will implement an operating procedure regarding the inspection and cleaning of reservoirs. The Committee discussed incorporating the procedure into the Drinking Water Quality Management System (DWQMS), and Mike Del Monte recommended referencing the procedure on an “as needed” basis. It is anticipated that the reservoirs will be cleaned this year. **On-going**

**Previous Discussion:**

On-Going. Only one supplier for the robotic camera has provided a quote. The city has requested that OCWA looks into additional suppliers.

**Discussion:**

A second quote for the robotic camera was obtained. Eddie Hillman will provide the quotes to the City. The City will then move forward on ordering the camera.

## **5.1 Water Works By-Law**

### Previous Discussion:

Many unresolved MOE Compliance issues are related to administrative features associated with the various water distribution systems which will be alleviated upon adoption of a water works by-law. A water leakage program was discussed and the use of a leak detection device. It was noted that work on this by-law is in draft form, and is on-going and will likely move forward after the asset management plan is completed. **On-going**

### Discussion:

Steve Burnett is currently working on finalizing the draft water works by-law. The by-law will be distributed to the Public Works committee and move to council at the first meeting in May with 3<sup>rd</sup> and final reading in June.

## **5.2 Manitoulin Transport -New**

### Previous Discussion:

In a recent MOECC inspection, the inspector brought forward the low chlorine residual issue affecting Manitoulin Transport. City staff and OCWA will further investigate.

### Discussion:

The City and OCWA have applied to the Ministry for relief from maintaining chlorine residual at Manitoulin and installing a UV system. It is felt that this is the most economical approach to resolve the issue.

## **6. Communications Upgrades**

### Previous Discussion:

The City expects a quote from OCWA for phase 3 within the next few weeks. The quote will include the design for the MCC replacement.

### Discussion:

A quotation for the design of the MCC replacement will be submitted to the City in the near future.

## **7. Schedule of Meetings**

The next scheduled contract meeting with OCWA is will be on \_\_\_\_\_ at \_\_\_\_\_ AM

## **8. Adjournment**

The Contract Consultation Meeting with Operating Authority – OCWA meeting is adjourned at 9:48 A.M.

## 1.0 CALL TO ORDER

The meeting was called to order at 2:07 p.m.

## 2.0 ROLL CALL

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Councillor Mike McArthur                     | <input checked="" type="checkbox"/> Chris Oslund, City Manager                   |
| <input checked="" type="checkbox"/> Councillor Danny Whalen                      | <input checked="" type="checkbox"/> Candice Bedard, CAO Town of Cobalt           |
| <input checked="" type="checkbox"/> Tina Sartoretto – Mayor, Town of Cobalt      | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets |
| <input checked="" type="checkbox"/> Councillor Rochelle Schwartz, Town of Cobalt |  |
| <input type="checkbox"/> Kelly Conlin, Executive Assistant                       |  |

## 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

## 4.0 APPROVAL OF AGENDA

Recommendation TC-2016-001

Moved by: Danny Whalen

Be it resolved that The Transit Committee agenda for the February 10, 2016 meeting be approved as printed.

**Carried**

## 5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2016-002

Moved by: Rochelle Schwartz

Be it resolved that the Transit Committee minutes for the December 2, 2015 meeting be adopted as printed.

**Carried**

## 6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

## 7.0 PRESENTATIONS

### 7.1 Healthy Kids Community Challenge - Project Manager – Tammy Flood

#### Discussion:

Tammy Flood presented the group with results from a recent community needs assessment and identified transportation as a barrier for children to attend activities, programming and recreational activities. Healthy Kids Community Challenge may look at future partnership opportunities with the Transit Committee.

## 8.0 UNFINISHED BUSINESS

### 8.1 *Update on transit buses*

#### Discussion:

Mitch Lafreniere provided the Committee with a general update on transit buses. Mitch noted that the larger back up bus has been out more often lately due to weight restrictions with the smaller buses.

### 8.2 *Rules of Ridership follow up (Dog Muzzles)*

#### Recommendation TC-2016-003

Moved by: Councillor Mike McArthur

Be it resolved that the Transit Committee approves the diagram outlining acceptable & non-acceptable muzzles/carriers.

**Carried**

## **9.0 NEW BUSINESS**

### **9.1 *Transit financials - Year end – 2015/January 2016***

#### **Discussion:**

The Committee reviewed the 2015 year-end and January 2016 financial statements.

In 2015, a total of \$190,220 was budgeted as a combined Municipal Subsidy (\$22,850 for Cobalt, \$150,370 for Temiskaming Shores and \$17,000 Provincial Gas Tax). The year-end actual subsidy was \$190,768 – a deficit of \$548 which was covered through Provincial Gas Tax funds.

### **9.2 *Passenger counts and Monthly passes – December – January***

#### **Discussion:**

The Committee reviewed the passenger counts from the months of December and January. The year-end transit count for 2015 was 138,818 riders, an increase of 8,161 riders over 2014.

### **9.3 *Business Survey Results***

#### **Discussion:**

The Committee reviewed the business survey results. Mitch will further investigate the cost of extending service 1 hour in the morning and 1 hour in the evening. Mitch will update the Committee at the following committee meeting.

### **9.4 *Route Change - Dymond***

#### **Discussion:**

The Committee reviewed a proposal to alter the route through Dymond. Currently the transit bus exits Walmart heading north on Highway 11 and then turns right onto Drive-in-Theatre Road, left onto Laurette Street, loops onto Raymond Street, turns right onto Roland Road and then back onto Highway 11. In order to eliminate using Highway 11, it is being recommended that the Committee consider a new route on a trial basis using Grant Road to access Breault's Subdivision and a loop around Laurette Street and Raymond Street. This would also result in the elimination of one "pull-in" at Walmart and a new stop at the Walmart entrance on Grant Drive.



Recommendation TC-2016-004

Moved by: Councillor Rochelle Schwartz

Be it resolved that the Transit Committee hereby approves the Dymond route changes on a five-month trial basis effective June 1<sup>st</sup>, 2016.

**Carried**

**9.5 Driver Meeting Feedback**

**Discussion:**

The Committee discussed the feedback received from the drivers meetings held on January 13, 2016.

**9.6 Donation of surplus transit bus – Temiskaming Home Support**

**Discussion:**

The Committee provided an updated in regards to the donation of the former transit bus. Temiskaming Home Support is no longer interested in obtaining the bus.

**10.0 PUBLIC COMMENTS/COMPLAINTS**

**10.1 Walmart – Bus Shelter Concern**

**Discussion:**

The Committee reviewed a concern regarding the Walmart bus shelter being relocated to accommodate the newly relocated bus stop. The Committee was advised that this shelter belongs to Walmart. RIOCAN also advised that we could not install a shelter at the new bus stop. A copy of the concern will be forwarded to Walmart and RIOCAN.

**11.0 CLOSED SESSION**

- None

## 12.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for April 13, 2016 at 2 p.m.

## 13.0 ADJOURNMENT

Recommendation TC- 2016-005

Moved by: Councillor Mike McArthur

Be it recommended that:

The Transit Committee meeting is adjourned at 3:40 p.m.

**Carried**

\_\_\_\_\_  
Committee Chair

\_\_\_\_\_  
Recorder

**1. CALL TO ORDER**

Meeting called to order at 8:55 A.M.

**2. ROLL CALL**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd          | <input checked="" type="checkbox"/> Ian Mackey                                   |
| <input checked="" type="checkbox"/> Councillor Danny Whalen    | <input checked="" type="checkbox"/> Tim Uttley, Fire Chief                       |
| <input checked="" type="checkbox"/> Councillor Doug Jelly      | <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant        |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Steve Langford, Fire Prevention Officer      |
| <input type="checkbox"/> Jamie Sheppard                        | <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets |

**3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

- None

**4. APPROVAL OF AGENDA**

Recommendation MFPRC-2016-001

Moved by: Councillor Doug Jelly

Be it resolved that:

The Master Fire Plan review Committee agenda for the March 30, 2016 meeting be approved as printed.

**Carried**

**5. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

- None

**6. DELEGATIONS**

- None

## 7. NEW BUSINESS

### a) Haileybury Fire Station Building Condition Report

The Fire Chief provided the Committee with an overview in regards to the condition of the Haileybury Fire Station. In recent months, Mitchell Architects were contracted by the City to conduct a building audit and report on the condition of the current Haileybury Fire Station, and provide cost estimates based on the audit. The report outlines recommendations on repairs needed, both long and short term, as well as proposed expansion options. The Fire Chief also noted that in 2007 the OFM made a number of similar recommendations with regard to needed repairs at the station; as well the 2013 Fire Underwriters Survey identified a number of deficiencies. The Fire Chief summarized that the need to maintain a station in the south part of the City is a priority. He indicated what form that takes whether renovate existing or consider other options such as a new build, or a shared service building, needs to be determined based on a costing analysis.

Mitch Lafreniere, Manager of Physical assets is currently working on a plan of action that will be presented at the Building Maintenance Committee meeting in April. The committee will need to consider temporary repairs in order to ensure the building meets safety regulations, until a long-term decision is made. Councillor Doug Jelly, mentioned it is in the best interest to look at the big picture of all the buildings, prior to making any decisions.

Recommendation MFPRC-2016-002  
Moved by: Councillor Danny Whallen

Be it resolved that:

The Master Fire Plan Review Committee hereby recommends that staff review the following key items and report back to the committee sometime in May.

- Manger of Physical Assets to conduct an Operational and Capital Cost Analysis of current facilities and also to consider Building footprint, design and alternative locations/new building.
- The Fire Chief, District Chief, and Manger of Physical Assets to review the immediate work required at the station for the 2017 budget.
- The Fire Chief to hold discussions with Volunteer Officers regarding operational planning matters to include required apparatus and emergency response procedures.

**Carried**

## 8. SCHEDULE OF MEETINGS

The next Master Fire Plan Review Committee meeting will be scheduled at the call of the Chair in May 2016.

## 9. ADJOURNMENT

Recommendation MFPRC-2016-003

Moved by: Councillor Doug Jelly

Be it resolved that:

The Master Fire Plan Review Committee meeting is adjourned at 9:57 a.m.

**Carried**

DRAFT

## 1.0 CALL TO ORDER

The meeting was called to order at 9:02 AM.

## 2.0 ROLL CALL

<b>Present:</b>	Mayor Carman Kidd; Councillor Doug Jelly; Patricia Hewitt; Councillor, Christopher Oslund, City Manager; Doug Walsh, Director of Public Works, Steve Burnett, Technical and Environmental Compliance Coordinator; Mitch Lafreniere, Manager of Physical Assets, and Airianna Misener, Executive Assistant
<b>Regrets:</b>	Robert Beaudoin; Environmental Superintendent, Jamie Sheppard; Roads Superintendent
<b>Others Present:</b>	Jeremie Latour, Engineer Intern

## 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- **Add: Under New Business**
  - 10.1 Water Meters
  - 10.2 Letter from Extendicare
- **Add: Closed Session**

## 4.0 APPROVAL OF AGENDA

Recommendation PW-2016-017

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the March 24, 2016 meeting be approved as amended.

**Carried**

## 5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

## 6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

### Recommendation PW-2016-018

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the February 17, 2016 regular meeting be adopted as printed.

**Carried**

## 7.0 CORRESPONDENCE

- *Improvements to Roadway: Moose Lake Road*

### **Discussion:**

The City received correspondence from Lathem Excavating regarding Moose Lake Road. Lathem Excavating would like to perform road improvements at the Coleman/Firstbrook Line towards the Dump Road. Lathem requested the permission to make the following repairs: Installation/Raising of culverts and addition of material to the roadway. The work will be done at the cost of Lathem Excavating.

### Recommendation PW-2016-019

Moved by: Councillor Patricia Hewitt

The Public Works Committee hereby recommends that the City approve the request that improvements to the Moose Lake Road be done by Lathem Excavating. A letter of agreement and road signage will need to be in place, prior to any work beginning.

**Carried**

- *APS Data/Observations/Traffic Lights*

### **Discussion:**

The City will review the APS Data/Traffic Lights system and maintain the standard levels as other Cities. The City will further explore the idea of an info training session.

- *Parking/Snow removal around churches*

### **Discussion:**

Item to be added to the Council meeting agenda.

## 8.0 PUBLIC PRESENTATIONS

- *None*

## 9.0 UNFINISHED BUSINESS

### 9.1 Grant Drive at Hwy 65E

#### **Previous Discussion:**

Steve Burnett has been updated by Kemp Pirie Crombeen as to the inquiry from Rio Cans legal of the City's interest into purchasing the property.

#### Recommendation PW-2016-019

Moved by: Mayor Carman Kidd

The Public Works Committee hereby recommends that the City confirms their interest in the purchase of the RioCan property.

**Carried**

#### **Discussion:**

Steve Burnett will follow with Kemp Pirie Crombeen who is the City's legal looking after the easement.

### 9.2 LED Street Lighting

#### **Previous Discussion:**

Mitch Lafreniere reported that the final shipment of bulbs arrived this week, which will be installed early spring. A conference call with Hydro has been scheduled to discuss discrepancies in hydro versus city inventory.

#### **Discussion:**

Mitch Lafreniere recently met with a representative from Hydro one to discuss the inventory discrepancies. Hydro One supplied the City, with a spreadsheet of street lighting the City is currently being billed for. Comparing the City's inventory to the spreadsheet provided by Hydro One, there are approximately 328 street lights that are in question. Mitch will schedule a follow up meeting, with Hydro One.

Mitch further informed the group that approximately 70% of the new LED Street Lighting has been installed; the remaining lights will be installed in the spring. The City expects to receive a Save on Energy grant for the upgrades, in the coming months.



**9.3** AMEC – New Waste Management Capacity

**Previous Discussion:**

No Update. Steve Burnett will be discussing the RFP for the Haileybury Landfill Closure Plan within the Administrative Reports section.

**Discussion:**

Council approved entering an agreement with EXP for the Haileybury Landfill Closure Plan. Surveying of the site will begin once the snow is melted. The Ministry is currently reviewing the draft EA. Final submission is expected to be completed in June.

**9.4** Access Control Policy – Entrance Permits

**Previous Discussion**

The comparison is ongoing. Once complete, 911 numbers will be issued for the entrances.

**Discussion:**

City staff are working on assigning 911 numbers for the Grant entrances. Once complete, the City's Clerk will provide training to the City's Engineering Intern on the 911 process.

**9.5** Lorne St., Sumbler Drive and FPT 26 lot Subdivision Update

**Previous Discussion**

Doug Walsh reported that the re-approval for the FPT 26 lot subdivision is underway, with a public meeting being held on March 1<sup>st</sup>, 2016. The paving for Lorne Street is scheduled to begin in the summer.

**Discussion:**

Doug Walsh informed the group that the Lorne Street FPT is hopeful to have lots developed in the near future. Doug further noted that paving on Slumber Drive is scheduled to begin in the spring.

## **9.6 Public Works Staff Training**

### **Previous Discussion**

Doug Walsh reported the following training items for Public Works Staff:

- 5 staff members attended training on water operations – February 16<sup>th</sup> & 17<sup>th</sup>, 2016 and are expected to write their Level 1 exam on February 18<sup>th</sup>, 2016.
- Members of staff will be attending a training opportunity in Timmins at Northern College NEOPWA on intro to surveying.

### **Discussion:**

Doug Walsh reported the following training items for Public Works Staff:

- All 5 individuals passed their Level 1 water distribution and supply exam on February 18<sup>th</sup>, 2016.
- 7 staff members, along with staff from OCWA will participate in a free training session on water air valves and fittings.
- 4 staff members will be attending the Guelph Road School in May.

## **9.7 Public Works Department Update**

### **Previous Discussion**

Doug Walsh informed the committee that the City's blower broke down. In the meantime to provide assistance with snow removal the City hired 2 local contractors to assist with the snow removal until the repairs on the blower were completed. Doug Walsh further commented that due to the bulk of winter snowfall received in a short period of 4 weeks, crews worked diligently to ensure main streets were cleaned.

### **Discussion:**

Doug Walsh noted, in the past week, 8 water line breaks were reported. Public Works employees worked diligently to ensure water was restored to the areas in a timely manner.

## **9.8 Build Canada Fund**

### **Previous Discussion**

The stage 2 application was submitted by the City. The province will review and funding announcements are to be received in mid-April 2016.

### **Discussion:**

No update

### **9.9 Traffic Detours**

**Previous Discussion:**

No update

**Discussion:**

No update

### **9.10 2016 Roads Program**

**Previous Discussion:**

The program work is ongoing and the City would like to see work completed prior to Canada Day long weekend. The funding application to relocate the STATO trail is ongoing and finalizing the terms of agreement is underway.

**Discussion:**

Doug Walsh indicated, that the City is working with Miller paving to confirm final cost estimates that were proposed to Council in the 2016 budget process. The City is hopeful to be able to add the resurfacing of Cottage road in this year's program while still maintaining the \$935,000.00 approved budget.

### **9.11 Full Solid Waste Management Program**

**Previous Discussion**

Christopher Oslund reported that the agreement is ongoing and once completed will be sent to Cobalt. The draft measurement plan for the CIF funding has been sent. Steve Burnett will attend information sessions on Bill 151 (waste free Ontario) to provide updates on the progress.

**Discussion:**

Christopher Oslund reported that the agreement with Cobalt is ongoing and will be sent in the near future.

The Director of Public Works and the Technical & Environmental Compliance Coordinator will be attending a CIF/AMO outreach session in North Bay.

Steve Burnett reported that flyers dealing with residue in recycling will be distributed to local residents in relation to the CIF funded program.

### **9.12 Drainage issues - Peter's Road**

**Previous Discussion:**

Ongoing.

**Discussion:**

No update

### **9.13 Dymond Looping Project**

#### **Previous Discussion:**

Steve Burnett informed the group that the commissioning of the project is now complete. During the process a slight glitch in the alarm system occurred resulting in low water pressure. Steve reported that the issue was resolved and the system is now in good working condition. Staff will be investigating options for low pressure on Raymond Street.

The engineer working on the St-Michel expansion has received the information requested.

#### **Discussion:**

The Dymond restoration will soon be underway. A change order will be issued in relation to a pressure reducing valve in the Dymond Looping Project. Steve Burnett sent a draft cost sharing agreement to the school board. The City is waiting to receive a response from the school. The St-Michel Project cannot start, until the cost sharing agreement is in place.

### **9.14 Development – Groom Drive**

#### **Previous Discussion:**

Staff reported there have been issues with surface drainage that will be addressed in the spring. The developers engineer will be submitting the ECA for the entire subdivision.

#### **Discussion:**

No update

### **9.15 Closed Roads**

#### **Previous Discussion:**

No update. Christopher Oslund will follow up with Bill Ramsay.

#### **Discussion:**

No update

### **9.16 Storm Sewer – Smallmans Drugstore**

#### **Previous Discussion:**

No Update.

#### **Discussion:**

No update. City staff will follow up with the new owner.

### **9.17** New Rail Grade Crossing Regulations

**Previous Discussion:**

Doug Walsh reported that the City is waiting on more information from ONR.

**Discussion:**

The City is waiting on more information from ONR. An email follow up will be sent out.

### **9.18** Sharing of Engineer Services (Temagami)

**Previous Discussion:**

Ongoing- Christopher Oslund will follow up.

**Discussion:**

Christopher Oslund will draft an agreement letter and send to Temagami.

### **9.19** 100 Market Street

**Previous Discussion:**

Concerns reported to Councillor Doug Jelly regarding snow build up too close to 100 Market Street entrance way resulting in vehicles parking too close to the main entrance. In event of an emergency, this would not permit the access for an ambulance to park in the entrance area. Doug Jelly will follow up and update the committee at the next meeting.

**Discussion:**

Public Works have moved the snow banks further away from the Market Street entrance. Measures will be put in place to ensure the bus stop is visible in the winter months.

### **9.20** Old Roads – North Cobalt

**Previous Discussion:**

The City received direction to continue investigation regarding unopened roads.

**Discussion:**

Ongoing

## **10.0 NEW BUSINESS**

### **10.1 Water Meters**

**Discussion:**

In recent weeks, the Corporate Services Committee provided direction to staff to move forward on pricing water meterage systems for industrial/high consumer buildings. Steve Burnett met with a well-known distributor and informed the committee that in order to get an accurate cost of the system, a survey is needed.

Recommendation PW-2016-016

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that the City move forward with utilizing Neptune Water Meters to conduct a survey on the installation of the water meters.

**Carried**

### **10.2 Letter from Extendicare**

**Discussion:**

A letter was received from Extendicare concerning parking and ticketing in the area. City staff will look at options with Extendicare to address the concerns.

## **11 ADMINISTRATIVE REPORTS**

- PW-013-2016 – Equipment Purchase- Sewer Vacuum/Sucker Truck
- PW-017-2016 – Centre and Edge Line Roadway Marking Services

## **12 CLOSED SESSION**

### Recommendation PW-2016-016

Moved by: Councillor Patricia Hewitt

Be it recommended that:

The Public Works Committee convenes into Closed Session at 12:00 p.m. to discuss a personnel matter about an identifiable individual, including municipal or local board employees as per section 239 (2) (b) of the Municipal Act.

**Carried**

### Recommendation PW-2016-017

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee rise with report at 12:05 p.m.

The Committee provided direction to staff.

**Carried**

## **13 NEXT MEETING**

The next meeting of the Public Works Committee is scheduled for April 28, 2016 in the New Liskeard Board Room (325 Farr Drive – City Hall) to commence at 9:00 AM.

## **14 ADJOURNMENT**

### Recommendation PW-2016-018

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee meeting is adjourned at 12:07 PM.

**Carried**

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**COMMITTEE CHAIR – D.JELLY**

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**COMMITTEE SECRETARY**

**Subject:** Land Sale – Hearn Construction Ltd.  
Barr Drive

**Report No.:** CGP-009-2016  
**Agenda Date:** April 05, 2016

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### **Attachments**

- Appendix 01:** Imagery of Subject Land  
**Appendix 02:** Offer to Purchase  
**Appendix 03:** Draft By-law to accept the Offer to Purchase

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-009-2016;
2. That Council directs staff to prepare the necessary by-law to enter into an Offer to Purchase Agreement with Hearn Construction Ltd., as the purchaser, in the amount of \$70,000 plus applicable taxes for land legally described as Part 4 on Reference Plan 54R-2876, Temiskaming Shores, District of Timiskaming for consideration at the April 5, 2016 Regular Council meeting; and
3. That Council agrees to retain George Kemp, Kemp Pirie to represent the City in this land sale.

### **Background:**

On February 5, 2013, Council passed Resolution No. 2013-052 authorizing the sale of lots in the Dymond Industrial Park, and setting pricing for the lots. Lots facing Highway 11 were to be listed at \$30,000 per acre and lots within the interior of the park were to be listed at \$20,000 per acre.

Since this time, staff has used these amounts as the reasonable rate for land sales in this area. ProNor Developments recently purchased 5 acres of municipal land along Highway 11 at \$30,000 per acre.

On March 1, 2016 Council passed Resolution No. 2016-107 declaring the subject lands as surplus to the City's needs. A map is attached as Appendix 01. No other expressions of interest were received for the property.

### **Analysis:**

The subject land is 3.5 acres in area and fronts on Barr Drive located near the Dymond Industrial Park in the former Town of New Liskeard. Hearn Construction intends to clear the lot and use it for additional equipment storage space in the short term, but plans to build a larger building on the lot and move their entire business to the new lot within 3 – 4 years.

In the Dymond Industrial Park, the City puts a condition on the purchase requiring a building with a value of \$100,000 or greater to be constructed on the lot within 3 years. Staff



recommends that Council include this requirement in this sale as the lot is to be purchased to expand the existing business and the City does not wish to sell the lot just as an additional storage location for the existing business.

The land is designated as a Mixed Use Area in the City of Temiskaming Shores Official Plan and is zoned M1-Prestige Industrial in the Town of New Liskeard Zoning By-law No. 2333. The proposed use of the property is a permitted use.

Hearn Construction has offered the full asking price of \$70,000 plus HST for the 3.5 acres and has provided a 5% deposit in the amount of \$3,500. The transaction is scheduled to close on April 30, 2016. A copy of the Offer to Purchase is attached as Appendix 02.

Staff recommends that Council confirm their acceptance of the Offer to Purchase and have attached a Draft By-law for Council's consideration (Appendix 03).

The purchasers retained George Kemp, Kemp Pirie to represent them in the previous land transaction and would like to do the same for this transaction. In order to save costs for the purchasers, staff recommends that the City retain the same law firm to act on behalf of the City.

**Alternatives**

No alternatives were considered.

**Financial / Staffing Implications**

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

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

The Treasurer advises that the property is currently exempt from taxation. The sale will revert the properties to a taxable assessment, thereby increasing the assessment base and taxation revenues.

The \$70,000.00 revenue from the sale of the land will be directed to the Community Development Reserve. Staffing implications related to this matter are limited to normal administrative functions and duties.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 James Franks  
 Economic Development Officer

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

Hearn Construction Purchase



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

**By-law No. 2016-000**

**Being a by-law to authorize the Sale of Land to 1470739  
Ontario Ltd being Part 4 on Plan 54R-2876, 3.5 Acres on  
Barr Drive**

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

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

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

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

**And whereas** Council considered Administrative Report No. CGP-009-2016 at the April 5, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with 1470739 Ontario Ltd. (Hearn Construction) for municipal real property for consideration at the April 5, 2016 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between 1470739 Ontario Ltd. (Hearn Construction Ltd.) as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Part of the South ½ of Lot 7, Concession 1, Dymond Twp. more particularly Part 4 on Plan 54R-2876, Temiskaming Shores, District of Timiskaming to 1470739 Ontario Ltd. in the amount of \$70,000 plus applicable taxes and other such considerations outlined in the said agreement;
4. That Council affirms the City Manager's authorization to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and that the

Mayor and Clerk be hereby authorized and directed to execute any and all other documentation necessary to complete the sale of land transaction.

5. That Council authorizes the entering into an Agreement for Property Development for the subject lands by 1470739 Ontario Ltd. (Hearn Construction Ltd.), in the form annexed hereto as Schedule "B" and forming part of this by-law
6. 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 5<sup>th</sup> day of April, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen

## **Schedule "A" Offer to Purchase**

**1470739 Ontario Ltd.,**  
(as "Purchaser"), having inspected the property, hereby agree to and with

***THE CORPORATION OF THE CITY OF TEMISKAMING SHORES,***  
(as "Vendor") to purchase the property being:

3.5 Acres on Barr Drive  
PT S 1/2 LT 7 CON 1 DYMOND PT 4 PLAN 54-R 2876;  
TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

(herein called the "Real Property") at the price of \$70,000 payable 5% to the Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

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

### **Release of Information**

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

### **Deficiency Notices and Work Orders**

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an

abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

### **Adoption of LSUC – OBA Document Registration Agreement**

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

### **Acceptance**

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

### **Title**

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

### **Requisitions**

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

### **Surveys and Documents**

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

### **Closing**

***This Agreement shall be completed on or before April 30, 2016 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.***

### **Inspection of Property**

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

### **Adjustments**

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

### **Costs**

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

### **Planning Act Compliance**

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

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

### **Spousal Consent**

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

### **Residency of Vendor**

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

### **Facsimile**

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

### **Counterpart**

This agreement may but need not be executed in counterpart.



### **Time of Essence**

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

### **G.S.T./H.S.T.**

This transaction is subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act, 2009, S.O. 2009, C.34*, and such G.S.T./H.S.T. is in addition to and not included in the purchase price.

The Purchaser is registered under the Act and shall provide the Vendor and his solicitor with proof of his G.S.T./H.S.T. registration and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor.

### **Representations and Warranties**

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

### **Tender**

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

### **Costs of Registration**

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

### **Gender**

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

**Remainder of this page left blank intentionally**

**Signed, Sealed and Delivered** this 5<sup>th</sup>, day of April, 2016.

in the presence of:

Purchaser: **1470739 Ontario Ltd.**

Per: \_\_\_\_\_  
Tony Hearn, President

Per: \_\_\_\_\_  
, Secretary

Purchaser's Address:  
1470739 Ontario Ltd.  
P.O. Box 1624  
New Liskeard, Ontario  
P0J 1P0  
Attn.: Tony Hearn  
Phone: 705-647-8191  
Fax: 705-647-8199

We have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this 5<sup>th</sup> day of April, 2016.

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

\_\_\_\_\_  
Mayor - Carman Kidd

\_\_\_\_\_  
Clerk - David B. Treen

We have authority to bind the Corporation.

Vendor's Address:  
City of Temiskaming Shores  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0  
Attn.: David B. Treen, Clerk  
Phone: 705-672-3363  
Fax: 705-672-3200

Purchaser's Solicitor:

**KEMP PIRIE**  
P.O. Box 1540  
22 Armstrong Street  
New Liskeard, ON P0J 1P0  
Attn: George W. Kemp

Phone Number: (705) 647-7353  
Fax Number: (705) 647-6473

Vendor's Solicitor:

**KEMP PIRIE**  
P.O. Box 1540  
22 Armstrong Street  
New Liskeard, ON P0J 1P0  
Attn: George W. Kemp

Phone Number: (705) 647-7353  
Fax Number: (705) 647-6473

## Schedule B Property Development

This agreement made this 5<sup>th</sup>, day of April, 2016

Between:

**The Corporation of the City of Temiskaming Shores**  
Hereinafter called the "City" of the First Part,

And:

**1470739 Ontario Ltd.**  
Hereinafter called the "Purchaser" of the Second Part

The City agrees to transfer to the Purchaser

**Part of S ½ of Lot 7, Con 1 Dymond Twp. being Part 4 on Plan 54R-2876;** Temiskaming Shores, District of Timiskaming, 3.5 Acres on Barr Drive (hereinafter called the "**Lands**") subject to the terms and conditions of this Agreement.

In consideration of the transfer of the Lands to the Purchaser, the Purchaser agrees as follows:

1. To develop the Lands and to construct thereon a building with a minimum value of \$100,000.00 (*per lot purchased*) upon completion and that such development and construction shall be at least ninety percent completed within 3 years of the date the Purchaser becomes the owner of the Lands. In the event of any disagreement or dispute as to whether the development and construction has a minimum value of \$100,000.00 (*per lot purchased*) upon completion, or whether such development and construction shall be at least ninety percent (90%) completed, the disagreement or dispute shall be determined by the City's engineers, EXP Services Inc., whose determination shall be final and binding upon the parties hereto.
2. The development, construction and use of the Lands shall comply with all applicable municipal zoning and building by-laws and other relevant by-laws, all requirements of the Temiskaming Health Unit, the Ministry of the Environment and all statutes, regulations and requirements of the Province of Ontario, the Dominion of Canada and any governmental bodies or agencies having jurisdiction. Prior to requesting any building permit, the Purchaser shall have entered into a Site Plan agreement with the City to be registered on title to the Lands at the Purchaser's expense dealing with matters subject to site plan control in accordance with the provisions of Section 41 of the Planning Act of Ontario.
3. The Purchaser shall not commence any building or other construction without the City first issuing a building permit. The City shall be entitled to refuse to issue a building permit only if the plans accompanying the application for the building

permit reveal that the minimum value of the building may be less than \$100,000.00 (*per lot purchased*), and or any breach of or non-compliance with City's zoning or building by-laws or any statute or regulation or ruling of any government or governmental body or agency.

4. Any or the following shall constitute a default under this Agreement:
  - a) the failure of the Purchaser to perform or observe any of the covenants or agreements contained herein within the time or times prescribed in this Agreement.
  - b) the bankruptcy of the Purchaser.
  - c) If any default shall occur, the City shall have the right, at its option, at the time of such default or at any time thereafter when such default shall continue, to give the Purchaser notice that on a date specified in such notice, which date shall not be less than twenty-one (21) days after the giving of such notice, the Purchaser, its successors and assigns is required to re-transfer the Lands to the City for the original purchase price paid by the Purchaser to the City as evidenced by the transfer of the Lands registered on title at the Land Registry Office in Haileybury, Ontario.
  - d) In the event of default by the Purchaser under this Agreement, all legal costs and other expenses incurred by the City in connection with the re-transfer of the Lands to the City shall be the responsibility of the Purchaser. Those costs and expenses incurred in the case of a re-transfer may be deducted by the City from any amount to be paid by it to the Purchaser on such re-transfer.
5. The Purchaser consents to the registration of the Agreement on title to the Lands by the City at the Purchaser's expense by way of Notice.
6. The City agrees to postpone this Agreement to a first mortgage secured against the Lands where such mortgage is arranged for the purpose of financing the construction of the building or structures and the amount of such mortgage does not exceed the value of the buildings disclosed in the application for the building permit.
7. Any notice to be given to either party shall be sufficiently made if personally delivered or mailed by prepaid registered addressed as follows:

To the City at:

**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario P0J 1K0  
Attn: David B. Treen, Clerk

To the Purchaser at:

**1470739 Ontario Ltd.**  
P.O. Box 1624  
New Liskeard, Ontario  
P0J 1P0  
Attn.: Tony Hearn

In witness whereof the parties have set their hands and seals the day and year first above written.

Signed and Sealed in )  
the presence of )

**1470739 Ontario Ltd.**

Seal )  
(if applicable) )

\_\_\_\_\_  
President – Tony Hearn

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

# Memo

**To:** Mayor and Council  
**From:** David B. Treen, Municipal Clerk  
**Date:** April 19, 2016  
**Subject:** Peter's Road Municipal Drain – Additional Petitioner – Basil Loranger  
**Attachments:** Appendix 01 – **Draft amending By-law**

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Mayor and Council,

Council considered Administrative Report PW-038-2015 at the June 1, 2015 Regular Council meeting and approved the submission of a Petition for Drainage Works by the Road Authority (City) for Peter's Road between Highway 65 E and Drive-in-Theatre Road. Within the report it states that if approved, the Clerk would initiate the process under the Drainage Act to retain a drainage engineer to conduct an on-site meeting and prepare a Preliminary Report.

Council entered into an Agreement with K. Smart Associates Ltd. for engineering services related to the design and contract administration for the Peter's Road Municipal Drain through By-law No. 2015-184. The consultant's representative, Neal Morris informed the undersigned that Basil Loranger at the initial on-site meeting indicated that he would like to include the drainage of his property as part of the municipal drain. On March 30, 2016 Mr. Basil Loranger attended City Hall and submitted **Attachment No. 01 – Petition for Drainage Works**.

The consultant has indicated that the inclusion of the drainage of Mr. Loranger's property would not affect the engineering budget. However subsequent to the 2<sup>nd</sup> mandatory meeting wherein which the design is reviewed and depending on the outcome of the meeting (i.e. a change in the scope of work) it may be necessary to adjust the budget.

It is recommended that Council adopt a resolution authorizing the combining of the two petitions into the report as required under the Drainage Act.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

---

David B. Treen  
Municipal Clerk

---

Christopher W. Oslund  
City Manager

**Petition for Drainage Works by Owners  
 Form 1**
*Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)*

**This form is to be used to petition municipal council for a new drainage works under the *Drainage Act*. It is not to be used to request the improvement or modification of an existing drainage works under the *Drainage Act*.**

 To: The Council of the Corporation of the City of Temiskaming Shores

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements)

Part of Lot 11, Concession 3, being Parcel 1514 NND being approximately 74 ac.

 Enlarge existing tile drain to <sup>36</sup>~~30~~ inch, to reduce erosion of field.

 In accordance with section 9(2) of the *Drainage Act*, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.

 As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the *Drainage Act* for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the *Drainage Act*, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

**Purpose of the Petition (To be completed by one of the petitioners. Please type/print)**

Contact Person (Last Name) Loranger	(First Name) Basil	Telephone Number 705 648-1379 ext.
--	-----------------------	---------------------------------------

Address	
Road/Street Number 137329	Road/Street Name Peters Road

Location of Project			
Lot 11	Concession 3	Municipality Temiskaming Shores	Former Municipality (if applicable) Township of Dymond

What work do you require? (Check all appropriate boxes)

- Construction of new open channel  
 Construction of new tile drain  
 Deepening or widening of existing watercourse (not currently a municipal drain)  
 Enclosure of existing watercourse (not currently a municipal drain)  
 Other (provide description ▼)

Name of watercourse (if known)

 Estimated length of project  
 570 m

 General description of soils in the area  
 New Liskeard clay and Hanbury Clay

What is the purpose of the proposed work? (Check appropriate box)

- Tile drainage only     
  Surface water drainage only     
  Both

 Petition filed this 30th day of March, 20 16

Name of Clerk (Last, first name)

Treen. David

Signature



- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

<b>Number</b>	<b>Property Description</b> Part of Lot 11, Concession 3
<b>Ward or Geographic Township</b> Dymond	<b>Parcel Roll Number</b> Roll No. 54-18-020-002-081 Parcel 1514 NND

I hereby petition for drainage for the land described and acknowledge my financial obligations.

**Ownership**

Sole Ownership  
 Owner Name (Last, First Name) (Type/Print)  Signature  Date (yyyy/mm/dd)

Partnership (Each partner in the ownership of the property must sign the petition form)  
 Owner Name (Last, First Name) (Type/Print)  Signature  Date (yyyy/mm/dd)

Partnership (Each partner in the ownership of the property must sign the petition form)  
 Owner Name (Last, First Name) (Type/Print)  Signature  Date (yyyy/mm/dd)

Partnership (Each partner in the ownership of the property must sign the petition form)  
 Owner Name (Last, First Name) (Type/Print)  Signature  Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)  
 Name of Signing Officer (Last, First Name) (Type/Print)  Signature   
 Loranger, Basil   
 Name of Corporation  I have the authority to bind the Corporation.  
 Chieftan Dairy Farms  
 Position Title  Date (yyyy/mm/dd)   
 PRESIDENT 2016/03/30

<b>Number</b>	<b>Property Description</b> Part of Lot 11, Concession 3
<b>Ward or Geographic Township</b> Dymond	<b>Parcel Roll Number</b> Roll No. 54-18-020-002-081

I hereby petition for drainage for the land described and acknowledge my financial obligations.

**Ownership**

Sole Ownership  
 Owner Name (Last, First Name) (Type/Print)  Signature  Date (yyyy/mm/dd)

Partnership (Each partner in the ownership of the property must sign the petition form)  
 Owner Name (Last, First Name) (Type/Print)  Signature  Date (yyyy/mm/dd)

Partnership (Each partner in the ownership of the property must sign the petition form)  
 Owner Name (Last, First Name) (Type/Print)  Signature  Date (yyyy/mm/dd)

Partnership (Each partner in the ownership of the property must sign the petition form)  
 Owner Name (Last, First Name) (Type/Print)  Signature  Date (yyyy/mm/dd)

Corporation (The individual with authority to bind the corporation must sign the petition)  
 Name of Signing Officer (Last, First Name) (Type/Print)  Signature   
 Name of Corporation  I have the authority to bind the Corporation.  
 Position Title  Date (yyyy/mm/dd)

Check here if additional sheets are attached  Clerk initial

**Petitioners become financially responsible as soon as they sign a petition.**

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.

**Notice of Collection of Personal Information**

Any personal information collected on this form is collected under the authority of the *Drainage Act*, R.S.O. 1990, c. D.17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to: where the form is addressed to a municipality (*municipality to complete*)

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

and where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.



# Memo

**To:** Mayor and Council  
**From:** Kelly Conlin, Director of Corporate Services (A)  
**Date:** April 19, 2016  
**Subject:** Re-Assignment of By-Law No. 2012-142

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Mayor and Council,

On October 16, 2012, Council passed By-law No. 2012-142 authorizing a lease agreement with Eric and Nancy Loach for the operation of the Temiskaming Shores Mini-Putt.

City staff received written notification from Eric and Nancy Loach that effective May 1, 2016, they are no longer the owners of the mini-putt building or mini-putt course and are therefore requesting an assignment of their current agreement to Mr. Jacob Laforest, the purchaser of the building and course.

The current terms and payment schedule contained in the agreement will remain unchanged until December 31, 2017.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2012-142 to assign the agreement to Jacob Laforest for consideration at the April 19, 2016 Regular Council meeting.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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Kelly Conlin  
Director of Corporate Services (A)

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Christopher W. Oslund  
City Manager

# Memo

**To:** Mayor and Council  
**From:** Laura-Lee MacLeod, Treasurer  
**Date:** April 19, 2016  
**Subject:** Amendments to various Agreements – Payment Terms/Independent Contractor

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Mayor and Council:

Staff determined there are some contractual by-laws that require amendments to the payment terms, specifically By-laws No. 2013-110 (Skate Sharpening Booth) and 2015-201 (Operation of Bucke Park) and some that require amendments requiring the addition of an Independent Contractor Clause, specifically By-laws No. 2015-201 (Bucke Park), 2012-187 (Animal Control), 2014-136 (Cleaning Services) and 2014-129 (NL Service Marina).

## Payment Term Amendments

### 1. By-law No. 2013-110

The Treasurer has been in discussion with Mr. Jean-Luc Dupuis, owner of Sk8works regarding the payment terms of his lease agreement for the New Liskeard Arena Skate Sharpening Booth. Under the current terms, the lump sum of the lease payment is to be paid by September of each year.

Payment terms for other similarly leased facilities are on a monthly basis. The Treasurer is recommending an amendment to Section 2.0 Term and Rate as follows:

**The term of the lease is September 1, 2013 – August 31, 2018.**

**The Operator shall pay to the City of Temiskaming Shores on a yearly basis \$1,400/year plus HST. Rent is payable to the City in seven (7) equal monthly payments from September to March.**

**The Operator shall pay hydro costs of \$280.00/year plus HST due in September of each year. A 5% increase to the hydro cost will be applied annually.**

### 2. By-law No. 2015-201

The payment term for the Operation of Bucke Park Campground was reviewed for efficiency purposes as it is currently a weekly payment schedule. The Treasurer is recommending an amendment to Section 3.0 Term and Rate as follows:

**The term of the lease runs from October 19<sup>th</sup>, 2015 to October 19<sup>th</sup>, 2018.**

**The City shall pay the operator monthly, based on \$750/week from the second week of May to the week following Thanksgiving weekend in October for the years 2016, 2017 and 2018.**

Independent Contractor Clause

By-law No. 2015-201 (Larry and Jessica Breault - Operation of Bucke Park), By-law No. 2012-187 (Prodigal Pets – Animal Control and Pound Services), By-law No. 2014-136 (Lynn Boucher – Cleaning Services) and By-law No. 2014-129 (Patrick Canuel – New Liskeard Service Marina) are all by-laws where the City of Temiskaming Shores contracts out services to independent contractors/operators.

In order to ensure that the City is protected from any unexpected costs related to independent contractor agreements, it has been determined that the above noted by-laws should include a clause in the agreement to specifically outline the relationship between the City and Contractor/Operator.

The Treasurer is recommending that these by-laws be amended as follows:

**Independent Contractor**

**The Contractor will provide the Contractor’s services to the City of Temiskaming Shores as an independent contractor and not as an employee.**

**Accordingly:**

- **The Contractor agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor agrees to indemnify the City from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.**
- **The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.**
- **The Contractor is free to provide services to other clients so long as there is no interference with the Contractor’s contractual obligations to the City.**
- **The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.**

The Treasurer recommends that the Independent Contractor clause be included in any such agreements in the future.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Laura Lee MacLeod  
Treasurer

\_\_\_\_\_  
Kelly Conlin  
Director of Corporate Services (A)

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

## MEMO

To: Councillors  
From: Carman Kidd, Mayor  
Date: April 19, 2016  
Subject: ETRA –Airport Authority  
Attachments: **Attachment No. 01** - Draft Plan of Action – Dated March 22, 2016  
**Attachment No. 02** - Draft Motion – Released March 22, 2016  
**Attachment No. 03** - Councillor Whalen’s e-mail (Apr 6/16) – per capita  
**Attachment No. 04** - ETRA Contribution Summary  
**Attachment No. 05** - 5 Year Capital Estimates

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The Earlton-Timiskaming Regional Airport, as named in 1994, has always served the southern part of the District of Timiskaming, from Chamberlain Township south to the town of Latchford, and is owned by the Township of Armstrong. Kirkland Lake also maintains their own airport, and has no intentions of closing it, and supporting just one regional airport. The Earlton-Timiskaming airport has provided many benefits to our residents, namely; air ambulance service, search and rescue capabilities locally, economic development opportunities, alternate mode of transportation to Hwy 11, passenger air service, and corporate business use, such as Georgia Pacific and Bank Courier Services.

It has been operated by the Joint Municipal Services Board, since 2003, comprised of elected officials serving as board members. Since membership to the MSB is largely on a volunteer basis, and the arrangement between Armstrong Township and the MSB is not clear, as far as Capital vs Operating expenditures, vital capital upgrades have not been completed to keep the airport viable for the long term.

The aim of the joint MSB/Steering Committee, has always been to look at ways to sustain the airport, for the foreseeable future, knowing that Armstrong Township did not have the resources, to fund the capital upgrades needed for this regional airport. We used that first municipal meeting on January 24, 2015, to outline the benefits of the airport, to our region, and to garner support for hiring Explorer Solutions to develop a Strategic Business Plan, with funding from NOHFC and Fed-Nor. This report was released on January 20<sup>th</sup>, 2016.

We now have that report that outlines various opportunities, to generate additional revenues, and services, and recommends setting up an Airport Authority, transferring the assets of the airport from Armstrong Township to the Airport Authority, and forming a Board of Directors representing all the municipal partners, that have formally signed onto the Authority.

On February 17, 2016, we finalized negotiations, on a deal with Armstrong Township, which lays out the terms for transferring the airport assets, to an Airport Authority.

This included all the assets, including the runway, garage, weather station/office and the agricultural lands, being transferred to the Airport Authority for \$1.

The transfer of the Airport Operations Certificate issued by Transport Canada, to the Airport Authority.

The Airport Authority would pay Property and School taxes, to Armstrong Township, on all current and future assets of the airport.

Armstrong Council also agreed that the approx. \$40,000/ year generated from the lease of the farmland would be retained by the Airport Authority.

The drag races would be allowed for the 2016 year, with the decision for future years being left up to the Airport Authority Board of Directors.

Any liabilities incurred by the Airport Authority, would be absolved prior to any transfer of the airport back to Armstrong Township, if the Airport Authority folds for whatever reason, and would be sold back for \$1.

The employees would retain their affiliation with a municipality, and be covered under municipal benefit plans. Payroll administration, and accounting/auditing would be contracted out to a municipality, not necessarily Armstrong.

Armstrong Township would stay on as a partner, in the Airport Authority.

With the minutes taken at that meeting, between the Steering Committee, and Armstrong's council, which Danny, Chris and I attended, we can and will, prepare a formal legal document, if needed, once municipalities agree to set up an Airport Authority.

With many unanswered questions, at the presentation on March 5<sup>th</sup>, 2016, and since that date, I issued a Draft Plan of Action, and revised Draft Motion of Support, on March 22, 2016, to all municipalities, for their comments and questions, both before and at a municipal meeting set up for April 30<sup>th</sup>, at 1:30 at the Earlton Arena.

With Chris being our resource person for our steering committee, he was tasked with doing more research on the formation of an Airport Authority, knowing that James Franks and myself would definitely be involved in sourcing much of the information, as we have been, in developing the public presentations.

The Grant hanger has been sold to Wabusk Air, and the reference in the Plan of Action, was to discuss their future use of their hanger, with regard to future revenue sources, landing fees and maintenance fees, as well as air passenger service possibilities, and their affiliation with the people proposing a flight school program. There could be a possible partnership in handling aircraft fuels, at the airport as well. This hanger as well as other private hangers would continue to pay taxes directly to Armstrong Township.

As you carefully read the Draft Plan of Action, you will see that the Airport Authority, would need to be set up first, with a Board of Directors nominated by their municipal bodies, and the assets of the airport transferred, before any further discussions take place regarding Capital upgrades. The only additional cost to the partners during this incorporation phase in period, would be the \$1.08 proposed to cover the taxes and payroll admin. This raises the rate to \$9.03/capita, which is an increase to Temiskaming Shores of \$10,934, to \$91,429, total.

The Board of Directors, of the Airport Authority, would determine what the actual capital needs are, rather than the estimated numbers that I sent to you on March 17<sup>th</sup>, 2016.

As an incorporated non-profit Airport Authority, they would be able to apply for funding, to Fed-Nor and NOHFC, and after approvals, would know what share would be covered by funders and what the municipalities share would be, and get municipal approvals before any Capital work is contracted.

It is anticipated that roughly \$795,000 of capital upgrades may be needed between year 2 and year 6, with 90% most likely being covered by Fed-Nor and NOHFC. This would leave \$79,000 to be funded by the municipal partners over 5 years, with Temiskaming Shore's share being \$8,670. per year, or an additional \$0.86/ capita. ( $\$795,000 \times 10\% = \$79,500$  over 5 years or \$15,900/year)

Airport Capital Assistance Program funding, would require a minimum of 1,000 passengers per year for three years, on a regularly scheduled commercial flight service, hence our discussions with Wabusk Air, who have already applied for their licence to fly out of Earlton. They may provide an air passenger service, between Earlton and Timmins or North Bay. Further investigation is needed on this front, and this ACAP funding certainly would not be available for at least 6 or 7 years, but hopefully in time to resurface the main runway, and replace some major equipment.

Council passed a resolution on December 8, 2015, as follows:

Whereas Council for the City of Temiskaming Shores has allocated \$85,000 in the 2016 Municipal Budget as its contribution to the operations of Earlton-Timiskaming regional Airport;

Now therefore Council for the City of Temiskaming Shores hereby allocates \$50,000 towards operations of the airport payable in two (2) installments and hereby allocates \$35,000 towards a reserve for the establishment of an incorporated body to own and operate the Earlton-Timiskaming Regional Airport.

At the last meeting of the MSB, it was suggested that their reserve funds could be used to cover the incorporation costs of an Airport Authority, so in that case, our \$35,000 allocated to a city reserve, should be forwarded to the operations of the MSB, and not incur the need to recoup these funds, as indicated in Danny's additional \$1.80 per capita, per his e-mail.

The cost of incorporating the Airport Authority should be borne by all members of the MSB, not just Temiskaming Shores.

In my opinion, if we do not propose to the member municipalities, to set up an Airport Authority, for this one year phase in period, and force them to commit to a longer mandate, with unknown capital commitments, we will lose most, if not all, of the support to continue operations at the airport. If we maintain the current ownership and MSB structure, we risk the option of Armstrong Township selling the airport or regulations forcing the shutdown of the runway. Or municipalities just opting out of the MSB agreement, as the airport dies. The use of some of the MSB reserves, may be a wise investment, to try and save the airport, even for the one year phase in period, rather than return it to the members, if the MSB is shut down with the airport.

This can and should be discussed at our next council meeting, where I have asked for it to be added to the agenda. I am including this memo with the council package, but, I am also forwarding it early for your study.

Prepared by:

“Original signed by”

---

Carman Kidd, Mayor

## **DRAFT PLAN OF ACTION – ETRA –AIRPORT AUTHORITY**

March 22, 2016 proposed by Carman Kidd, Steering Committee Chair

- APRIL – Encourage all municipalities to contribute to the operating budget at the 2015 rate of \$7.95/capita for 2016, to keep the airport operating.
  - Research other districts where Airport Authorities have been set up and determine legal costs involved. (Chris)
  - Present this draft Plan of Action to the MSB members and all Municipalities involved in the ETRA.
  - Hold a joint Municipal/MSB/ airport user meeting to discuss any questions and Concerns.
    - Tentatively set for April 30<sup>th</sup>, 2016. Earlton arena Hall.
  - Discuss draft Airport Authority resolution attached
  
- MAY - Ask Councils to further discuss and pass the resolution to join an “Airport Authority” for the Earlton-Timiskaming Regional Airport, for an initial phase-in one year period.
  - There would be an additional per capita fee to cover the taxes and payroll admin of Approximately \$20,000 or \$1.08/Capita, for the phase in period.
  - Commence discussions with Armstrong Township and Wabusk Air, as to their future plans for the hanger, air passenger service, etc.
  - Decide if an RFP is needed to select a law firm to draft up the Airport Authority legal entity.
  
- JUNE -Once all council resolutions have been passed, meet with participating partners and the MSB to endorse hiring a law firm to draft up the Non-Profit Incorporated Airport Authority contract. The MSB would hire and pay for legal work.
  
- SEPTEMBER –Sign Airport Authority contract, transfer ownership of assets from Armstrong Township to Airport Authority, and disband the MSB.
  - Start discussions with Fed-Nor and NOHFC regarding possible applications for Capital funding assistance, for upgrades needed for years 2 through 6, as part of 5 Year business plan development. Determine actual cost estimates for capital work.
  - Negotiate with Wabusk Air regarding landing fees and maintenance charges.
  - Determine who handles payroll and accounting services for the Airport Authority.
  
- OCT. to JULY –Decide on formation of Executive Committee, and appoint members.
  - Develop 5 year business plan for the airport.
  - Harold and our Economic Development Officers would investigate other business opportunities for revenue generation at the airport.
  - operate within the 2016 operating budget set out by the MSB.
  
- AUGUST/SEPTEMBER – Study 5 year business plan, and business opportunities, and decide if AIRPORT AUTHORITY is to continue for the subsequent 5 year period.
  - OR dissolve Airport Authority and transfer assets back to Armstrong Township.



**Draft Motion for Consideration**

Whereas the Earleton-Timiskaming Regional Airport Steering Committee made a presentation on March 5, 2016 regarding the future of our Regional Airport, and presented an original resolution, which was met with many questions, that had not been answered; and

Whereas the MSB at its meeting on March 17<sup>th</sup>, 2016, requested that councils be notified to defer any further discussion on the original motion, and that a revised resolution, and action plan, be drafted and forwarded to the MSB members and all Regional Municipalities, for discussion; and

Whereas we are requesting that each Council discuss the Draft Plan of Action, and this Draft Motion, and attend the proposed Municipal/MSB/Airport User meeting, tentatively set for April 30, 2016, to discuss their concerns; and

Whereas, subsequent to that meeting, the ETRA Steering Committee would request that each Council pass a motion to indicate if they agree with the creation of an Airport Authority, for the initial one year phase in period, as per the Plan of Action and are willing to participate as a member;

Now therefore be it resolved that the Corporation of the Town / Township of \_\_\_\_\_ hereby supports the creation of an Airport Authority for the Earleton-Timiskaming Regional Airport, and agrees to participate as a member of the said Airport Authority, for the initial one year phase in period, and that, after the 5 year business plan has been developed and other concerns addressed, during the phase in period, that a further decision would be made as to the long term future of the airport.

## Earlton-Timiskaming Regional Airport

This is not a true "regional" airport in that, it provides services to the entire district of Timiskaming but is funded by some "local" governments and not funded by the "region".

The first presentation made to the municipal members was back in Jan 2015.

This was after meetings being held to determine the best approach. We have since in the past 18 months not answered any of the most important questions.

How can we now say this will be done in 12 months?

Friday April 1<sup>st</sup> has the media stating that our city manager will be tasked with researching other airports and airport authorities. Is this expected on top of current duties or in place of current duties? I feel that by expecting this of the city manager we are over taxing his time when we know his most busy season is approaching. Why would his not be a duty for our Economic Development Officer?

When will a proposal document be offered by Armstrong Township regarding the turning over of the airport property and assets? We have yet to see a prepared document listing the assets to be turned over to the airport authority. We know the current MSB agreement has no strength and has been overridden by Armstrong in the past.

This Council as well as any participating Council will be asked to fund infrastructure investments in the range of 1 million to 10 million based on current information being provide. If the airport authority fails what mechanism will be in place to ensure each participating municipality recoups as much of the investment as possible?

Based on past federal and provincial funding models we can expect a range of 40 % funding to 90 % funding on successful applications. If we have a base participation rate of \$7.95 per capita, how do we fund a project that only achieves 40 % funding?

Is it clear to Council that the assets to be turned over by Armstrong Township will not include the two private hangers currently on site, the one private aircraft facility on site or the former Grant hanger? The proposed action plan shows discussion in May with Armstrong and Wabusk Air regarding the hangar. The hangar property is not included in the assets being turned over to any airport authority. The only potential funds from Wabusk Air would be landing fees and fuel sales if they land and refuel.

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\$93,413.00 per year on top of the current \$80,494.00 or \$173,907.00 per year.

Four terms +/- ago Ministry of Health changed the rules for the use of land versus air ambulance. The new radius significantly reduced flights out of ETRA. This radius changed allowed for no municipal input. How can we be sure this radius will not be changed again?

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\$25,000.00 for taxes and administration fees equates to an additional \$1.50 per capita creating a new rate of \$9.84. Council has set \$30,000.00 from the municipal contribution to cover city costs. This will need to be recouped by the MSB creating a new addition of \$1.80 for a new rate of \$11.64. Will Council cover a new per capita contribution of \$117,855 to start?

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75 % = \$198,750.00 or \$11.90 per capita (\$120,487.50)

50 % = \$397,500.00 or \$23.79 per capita (\$240,873.75)

This per capita at 90, 75 or 50 % funding is over and above the projected operating per capita of \$11.64. Is council aware and comfortable with these projected per capita to cover infrastructure?

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Why would we go through the exercise of creating an airport authority knowing membership can drop off after the one year period? I would think the legal costs alone of creating an airport authority would make a 1 year period a poor investment.

## Earlton-Timiskaming Regional Airport Community Contribution Summary

12-Apr-16

Community	Population	2014	2015	2016	2017	2018
		\$5.45 per capita	\$7.95 per capita	\$7.95 per capita	\$9.03 per capita	\$9.89 per capita
Armstrong	1265	\$6,894	\$10,057	\$10,057	\$11,423	\$12,511
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Charlton & Dack	670	\$3,652	\$5,327	\$5,327	\$6,050	\$6,626
Cobalt	1103	\$6,011	\$8,769	\$8,769	\$9,960	\$10,909
Coleman	531	\$2,894	\$4,221	\$4,221	\$4,795	\$5,252
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Harley	526	\$2,867	\$4,182	\$4,182	\$4,750	\$5,202
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Kerns	349	\$1,902	\$2,775	\$2,775	\$3,151	\$3,452
Temiskaming Shores	10125	\$55,181	\$80,494	\$80,494	\$91,429	\$100,136
Thornloe	110	\$600	\$875	\$875	\$993	\$1,088
<b>Totals</b>	<b>18567</b>	<b>\$101,190</b>	<b>\$147,608</b>	<b>\$147,608</b>	<b>\$167,660</b>	<b>\$183,628</b>

**Earlton Timiskaming Regional Airport  
Estimated 5 Year Short-term  
Capital Needs 2018 - 2022**

Project	Cost	
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<b>Total Anticipated Project Costs</b>	<b>\$795,000</b>	
Government Funding support @ 90%	\$715,500	
Municipal Airport Authority portion ( 5 year breakdown per year. \$79,500 /5)	\$79,500	\$15,900
Per Capita cost based on regional 18,567 population		\$0.86

## **DRAFT PLAN OF ACTION – ETRA –AIRPORT AUTHORITY**

March 22, 2016 proposed by Carman Kidd, Steering Committee Chair

- APRIL – Encourage all municipalities to contribute to the operating budget at the 2015 rate of \$7.95/capita for 2016, to keep the airport operating.
  - Research other districts where Airport Authorities have been set up and determine legal costs involved. (Chris)
  - Present this draft Plan of Action to the MSB members and all Municipalities involved in the ETRA.
  - Hold a joint Municipal/MSB/ airport user meeting to discuss any questions and Concerns.
    - Tentatively set for April 30<sup>th</sup>, 2016. Earlton arena Hall.
  - Discuss draft Airport Authority resolution attached
  
- MAY - Ask Councils to further discuss and pass the resolution to join an “Airport Authority” for the Earlton-Timiskaming Regional Airport, for an initial phase-in one year period.
  - There would be an additional per capita fee to cover the taxes and payroll admin of Approximately \$20,000 or \$1.08/Capita, for the phase in period.
  - Commence discussions with Armstrong Township and Wabusk Air, as to their future plans for the hanger, air passenger service, etc.
  - Decide if an RFP is needed to select a law firm to draft up the Airport Authority legal entity.
  
- JUNE -Once all council resolutions have been passed, meet with participating partners and the MSB to endorse hiring a law firm to draft up the Non-Profit Incorporated Airport Authority contract. The MSB would hire and pay for legal work.
  
- SEPTEMBER –Sign Airport Authority contract, transfer ownership of assets from Armstrong Township to Airport Authority, and disband the MSB.
  - Start discussions with Fed-Nor and NOHFC regarding possible applications for Capital funding assistance, for upgrades needed for years 2 through 6, as part of 5 Year business plan development. Determine actual cost estimates for capital work.
  - Negotiate with Wabusk Air regarding landing fees and maintenance charges.
  - Determine who handles payroll and accounting services for the Airport Authority.
  
- OCT. to JULY –Decide on formation of Executive Committee, and appoint members.
  - Develop 5 year business plan for the airport.
  - Harold and our Economic Development Officers would investigate other business opportunities for revenue generation at the airport.
  - operate within the 2016 operating budget set out by the MSB.
  
- AUGUST/SEPTEMBER – Study 5 year business plan, and business opportunities, and decide if AIRPORT AUTHORITY is to continue for the subsequent 5 year period.
  - OR dissolve Airport Authority and transfer assets back to Armstrong Township.

**Draft Motion for Consideration**

Whereas the Earleton-Timiskaming Regional Airport Steering Committee made a presentation on March 5, 2016 regarding the future of our Regional Airport, and presented an original resolution, which was met with many questions, that had not been answered; and

Whereas the MSB at its meeting on March 17<sup>th</sup>, 2016, requested that councils be notified to defer any further discussion on the original motion, and that a revised resolution, and action plan, be drafted and forwarded to the MSB members and all Regional Municipalities, for discussion; and

Whereas we are requesting that each Council discuss the Draft Plan of Action, and this Draft Motion, and attend the proposed Municipal/MSB/Airport User meeting, tentatively set for April 30, 2016, to discuss their concerns; and

Whereas, subsequent to that meeting, the ETRA Steering Committee would request that each Council pass a motion to indicate if they agree with the creation of an Airport Authority, for the initial one year phase in period, as per the Plan of Action and are willing to participate as a member;

Now therefore be it resolved that the Corporation of the Town / Township of \_\_\_\_\_ hereby supports the creation of an Airport Authority for the Earleton-Timiskaming Regional Airport, and agrees to participate as a member of the said Airport Authority, for the initial one year phase in period, and that, after the 5 year business plan has been developed and other concerns addressed, during the phase in period, that a further decision would be made as to the long term future of the airport.



## Earlton-Timiskaming Regional Airport

This is not a true "regional" airport in that, it provides services to the entire district of Timiskaming but is funded by some "local" governments and not funded by the "region".

The first presentation made to the municipal members was back in Jan 2015.

This was after meetings being held to determine the best approach. We have since in the past 18 months not answered any of the most important questions.

How can we now say this will be done in 12 months?

Friday April 1<sup>st</sup> has the media stating that our city manager will be tasked with researching other airports and airport authorities. Is this expected on top of current duties or in place of current duties? I feel that by expecting this of the city manager we are over taxing his time when we know his most busy season is approaching. Why would his not be a duty for our Economic Development Officer?

When will a proposal document be offered by Armstrong Township regarding the turning over of the airport property and assets? We have yet to see a prepared document listing the assets to be turned over to the airport authority. We know the current MSB agreement has no strength and has been overridden by Armstrong in the past.

This Council as well as any participating Council will be asked to fund infrastructure investments in the range of 1 million to 10 million based on current information being provide. If the airport authority fails what mechanism will be in place to ensure each participating municipality recoups as much of the investment as possible?

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12-Apr-16

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Chamberlain	346	\$1,886	\$2,751	\$2,751	\$3,124	\$3,422
Charlton & Dack	670	\$3,652	\$5,327	\$5,327	\$6,050	\$6,626
Cobalt	1103	\$6,011	\$8,769	\$8,769	\$9,960	\$10,909
Coleman	531	\$2,894	\$4,221	\$4,221	\$4,795	\$5,252
Englehart	1546	\$8,426	\$12,291	\$12,291	\$13,960	\$15,290
Evantural	464	\$2,529	\$3,689	\$3,689	\$4,190	\$4,589
Harley	526	\$2,867	\$4,182	\$4,182	\$4,750	\$5,202
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Hudson	457	\$2,491	\$3,633	\$3,633	\$4,127	\$4,520
James	474	\$2,583	\$3,768	\$3,768	\$4,280	\$4,688
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Estimated 5 Year Short-term  
Capital Needs 2018 - 2022**

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Gravel - Sides of Main Runway	\$45,000	
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Replace Roof on Generator Building	\$50,000	
Emergency Fund - Equipment Breakdowns (replacement)	\$200,000	
<b>Total Anticipated Project Costs</b>	<b>\$795,000</b>	
Government Funding support @ 90%	\$715,500	
Municipal Airport Authority portion ( 5 year breakdown per year. \$79,500 /5)	\$79,500	\$15,900
Per Capita cost based on regional 18,567 population		\$0.86

## Community Contribution Summary

Community	Population	2014	2015	2016	2017	90% Funded Capital	66.67% Funded Capital	50% Funded Capital
		\$5.45 per capita	\$7.95 per capita	\$7.95 per capita	\$9.03 per capita	2018-2022	2018-2022	2018-2022
						\$9.89 per capita	\$11.88 per capita	\$13.31 per capita
Armstrong	1265	\$6,894	\$10,057	\$10,057	\$11,423	\$12,511	\$15,028	\$16,837
Casey	374	\$2,038	\$2,973	\$2,973	\$3,377	\$3,699	\$4,443	\$4,978
Chamberlain	346	\$1,886	\$2,751	\$2,751	\$3,124	\$3,422	\$4,110	\$4,605
Charlton & Dack	670	\$3,652	\$5,327	\$5,327	\$6,050	\$6,626	\$7,960	\$8,918
Cobalt	1103	\$6,011	\$8,769	\$8,769	\$9,960	\$10,909	\$13,104	\$14,681
Coleman	531	\$2,894	\$4,221	\$4,221	\$4,795	\$5,252	\$6,308	\$7,068
Englehart	1546	\$8,426	\$12,291	\$12,291	\$13,960	\$15,290	\$18,366	\$20,577
Evantural	464	\$2,529	\$3,689	\$3,689	\$4,190	\$4,589	\$5,512	\$6,176
Harley	526	\$2,867	\$4,182	\$4,182	\$4,750	\$5,202	\$6,249	\$7,001
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Hudson	457	\$2,491	\$3,633	\$3,633	\$4,127	\$4,520	\$5,429	\$6,083
James	474	\$2,583	\$3,768	\$3,768	\$4,280	\$4,688	\$5,631	\$6,309
Kerns	349	\$1,902	\$2,775	\$2,775	\$3,151	\$3,452	\$4,146	\$4,645
Temiskaming Shores	10125	\$55,181	\$80,494	\$80,494	\$91,429	\$100,136	\$120,285	\$134,764
Thornloe	110	\$600	\$875	\$875	\$993	\$1,088	\$1,307	\$1,464
<b>Totals</b>	<b>18567</b>	<b>\$101,190</b>	<b>\$147,608</b>	<b>\$147,608</b>	<b>\$167,660</b>	<b>\$183,628</b>	<b>\$220,576</b>	<b>\$247,127</b>

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Estimated 5 Year Short-term  
Capital Needs 2018 - 2022**

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Emergency Fund - Equipment Breakdowns (replacement)	\$200,000	
<b>Total Anticipated Project Costs</b>	<b>\$795,000</b>	
Government Funding support @ 90%	\$715,500	
Municipal Airport Authority portion ( 5 year breakdown per year. \$79,500/5)	\$79,500	\$15,900
Per Capita cost based on regional 18,567 population		\$0.86
Government Funding support @ 66.67%	\$530,027	
Municipal Airport Authority portion ( 5 year breakdown per year. \$264,974/5)	\$264,974	\$52,995
Per Capita cost based on regional 18,567 population		\$2.85
Government Funding support @ 50%	\$397,500	
Municipal Airport Authority portion ( 5 year breakdown per year. \$397500/5)	\$397,500	\$79,500
Per Capita cost based on regional 18,567 population		\$4.28

# Memo

**To:** Mayor and Council  
**From:** Mitch Lafreniere, Manager of Physical Assets  
**Date:** April 19, 2016  
**Subject:** Roof Replacement Riverside Place  
**Attachments:** **Appendix 01** – Quotation from Rivard Bros. Ltd.

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Mayor and Council:

On December 24, 2015, there was a significant wind storm that swept through our area and damaged a number of City owned buildings. One of the buildings affected was Riverside Place, and subsequently the south side of the roof had a number of shingles blown off. Through our insurance coverage, this side of the roof will be re-shingled by Rivard Bros. Ltd. as they have been hired by our insurance company to complete this work during the upcoming construction season.

City staff has inspected the north side of the roof at Riverside Place and found that due to weathering, we can expect that within the next few years it will also be due to be replaced. Rivard Bros. Ltd was requested to submit a quotation for the removal and replacement of the shingles on the north side, to be completed in conjunction with the repairs to the south side. Appendix 01 provides the price supplied by Rivard Bros. for the work and is estimated to be \$21,196.32 (plus HST).

Although this work was not approved as part of the 2016 capital budget, if a decision is made to defer the work until the 2017 capital budget or beyond, there will likely be a colour difference in the product, and a possibility that the same profile of shingle may not be available. In discussions with the City Manager and the Treasurer, funds for this project would be reallocated from other capital projects and/or capital projects that come in under budget.

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

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Mitch Lafreniere  
Manager of Physical Assets

\_\_\_\_\_  
G. Douglas Walsh  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager





P.O. Box 1551, 46 Lakeshore Road  
 New Liskeard, ON P0J 1P0  
 Tel: (705)647-5613

# Estimate

Date	Estimate #
23/03/2016	81

Name / Address
Mitch Laferriere

Project
City of Temiskaming Shores Riverside Place Roof 55 Riverside Drive New Liskeard, ON P0J 1P0

Qty	Description	Rate	Total
1	To upgrade shingles on south facing side to GAF Timberline Lifetime warranty shingles, remove and replace shingles on North facing side with GAF Timberline Lifetime warranty shingles and 2 rows of ice and water shield at eaves. Remove and replace North facing side drip edge with closest match possible. Includes all dumping fees. *Does not include flat roof on West end or flat roof in middle of sloped roof* HST (ON) on sales	21,196.32	21,196.32
		13.00%	2,755.52

HST No. 10459-9360-RT0001

*Thank you for the opportunity to quote!*

<b>Total</b>	\$23,951.84
--------------	-------------

Signature \_\_\_\_\_

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**Subject:** Asphalt Marking Services

**Report No.:** PW-018-2016  
**Agenda Date:** April 19, 2016

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### **Attachments**

**Appendix 01:** 2015 Tender Results

**Appendix 02:** Draft Agreement

**Appendix 03:** 2016 Price Confirmation

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-018-2016;
2. That Council approves the extension of the provisions of the 2015 Asphalt Marking Services contract to *Grass King Inc.* for 2016 at the unit prices outlined in Appendix 03 – 2016 Price Confirmation; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the April 19, 2016 Regular Council meeting.

### **Background**

Each year the City of Temiskaming Shores procures the services of experienced and qualified contractors for the supply and application of Asphalt Marking Services at various locations within the City of Temiskaming Shores.

The work shall consist generally of retracing existing asphalt markings comprised of directional markings, intersection stop blocks, school crossings and accessible parking stalls.

In 2015 the Tender documents were prepared and Tender PWO-TEN-006-2015 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on June 4, 2015. Included in the Tender was an option for the City and successful contractor to enter into an extension for the following year at the same unit cost, if both parties were in agreement. **Appendix 01** includes the original Tender Results and was the basis for the Agreement entered into on June 16, 2015.

### **Analysis**

Although several tender documents were distributed in 2015 only one (1) tender was received by the closing date.

Grass King has successfully demonstrated their ability to complete this work for Temiskaming Shores for the past six years. The quality of the work remains high and the completed in a timely manner.

Grass King has reviewed the proposed scope of work for 2016, provided verification of the work to be included and suggested what work could be removed from the schedule and what work could be deferred for another year. The unit pricing for accessible parking stalls has changed minimally to reflect the requirements contained within the ADOA and involves repainting and reconfiguring the markings, however, all other prices remain as provided in 2015. The net increase is approximately \$2,000 plus applicable taxes.

### **Financial / Staffing Implications**

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

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

The estimated cost for the intended work in 2016 is considered to be reasonable and within the approved and allotted budget for roadway maintenance.

Staffing implications associated with this work are minimal and limited to verifying the work prior to payment.

### **Alternatives**

Although the City has an option to re-tender the work for 2016, this alternative is not being considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

Document Title: **PWO-RFT-006-2015**

Opening Date: **June 4, 2015**

Opening Time: **2:00 pm**

Description: **Asphalt Marking Services**

Inquiry Contact: **G. Douglas Walsh, Director of Public Works**

Form of Proposal

Bidder: **GRASS KING INC.**

<b>New Liskeard Working Area</b>	
22 Accessible Parking Spaces:	4,510. <sup>00</sup>
3 School Crossings:	2,250. <sup>00</sup>
5 Intersections:	4,100. <sup>00</sup>
12 Directional Arrows:	1,164. <sup>00</sup>
5 Transit Bus Stop Curbs:	875. <sup>00</sup>
Directional Markings (PW):	360. <sup>00</sup>
<b>Haileybury Working Area</b>	
14 Accessible Parking Spaces:	2,870. <sup>00</sup>
8 Intersections:	1,650. <sup>00</sup>
12 Directional Arrows:	1,164. <sup>00</sup>
Parking Indicator Lines:	725. <sup>00</sup>
1 School Crossing:	750. <sup>00</sup>
1 Transit Bus Stop Curb:	175. <sup>00</sup>
Sub-Total:	20,593. <sup>00</sup>
HST:	2,677. <sup>09</sup>
Total:	23,270. <sup>09</sup>

Non Collusion Affidavit  Conflict of Interest

Bidder:

<b>New Liskeard Working Area</b>	
22 Accessible Parking Spaces:	
3 School Crossings:	
5 Intersections:	
12 Directional Arrows:	
5 Transit Bus Stop Curbs:	
Directional Markings (PW):	
<b>Haileybury Working Area</b>	
14 Accessible Parking Spaces:	
8 Intersections:	
12 Directional Arrows:	
Parking Indicator Lines:	
1 School Crossing:	
1 Transit Bus Stop Curb:	
Sub-Total:	
HST:	
Total:	

Non Collusion Affidavit  Conflict of Interest

Comment : Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

<b>Print Name</b>	<b>Representing</b>	<b>Signature</b>
<i>Dick Wheat</i>	<i>EGTS</i>	<i>[Signature]</i>
<i>Mitch Lafreniere</i>	<i>"</i>	<i>[Signature]</i>
<i>Math McLean</i>	<i>Denora</i>	<i>[Signature]</i>
<i>Chris Ashund</i>	<i>Temsheres</i>	<i>[Signature]</i>
<i>LINDA MCKNIGHT</i>	<i>CITY</i>	<i>[Signature]</i>

The Corporation of the City of Temiskaming Shores  
By-law No. 2016-000

Being a by-law to enter into an agreement with Grass  
King Inc. for the Supply and Application of Asphalt  
Marking Services at various locations 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** Council considered Administrative Report No. PW-018-2016 at the April 19<sup>th</sup>, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services for consideration at the April 19<sup>th</sup>, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services at various locations in the City of Temiskaming Shores, at the unit prices contained in the agreement 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 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-000**

Agreement between

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

and

**Grass King Inc.**

for the Supply and Application of Asphalt Marking Services

**This agreement** made in duplicate this 19<sup>th</sup> day of June 2016.

Between:

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

and

**Grass King Inc.**  
(hereinafter called “the Contractor”)

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Supply and Application of Asphalt Marking Services  
Tender No. PWO-RFT-006-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **July 30<sup>th</sup>, 2016.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the unit pricing provided in Appendix 01 of this Agreement, plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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



**Article IV:**

All communications in writing between the parties, or between them and the 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:

**Grass King Inc.**  
P.O. Box 339  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

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

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

Signed and Sealed in )  
the presence of )

Contractor’s Seal )  
(if applicable) )

Municipal Seal )

**Grass King Inc.**

\_\_\_\_\_  
President – Gus McLennan

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to  
**By-law No. 2016-000**  
Form of Agreement



### Form of Quotation

Each FORM OF QUOTATION should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Quotation. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Quotation.

*NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.*

**Section 1 - New Liskeard working area**

QUANTITY	DESCRIPTION	2015-Unit Price	QUOTED BID PRICE
27	Accessible Parking Spots	205	\$ 5535
2	School Crossings	750	\$ 1500
5	Intersections	820	\$ 4100
18	Directional/ multi -directional Arrows	97	\$ 1746

This is Page 1 of 7 to be submitted



8	Transit Bus Stop Curbs	175	\$ 1400
Directional Arrows/ Lines at Operations Division in New Liskeard @ 200 Lakeshore Rd.		360	\$ 360

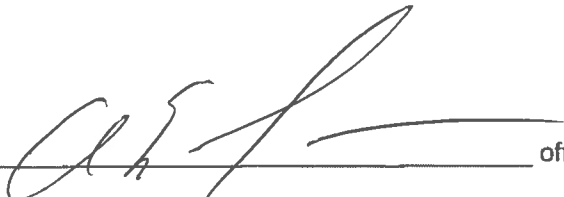
14641

**Section 2 - Haileybury working area**

QUANTITY	DESCRIPTION	QUOTED BID PRICE
16	Accessible Parking Spots	205 \$ 3280
9	Intersections	140 \$ 1260
12	Directional Arrows	97 \$ 1164
	Parking Indicator Lines , City Hall & Boat Launch (every 2 <sup>nd</sup> year starting in 2016)	\$ 750 900
1	School Crossing	750 \$ 750
3	Transit Bus Stop Curb	175 \$ 525
SUB TOTAL		23270.00
Additional Labour + Materials		H.S.T. Accessible Parking Modifications
TOTAL		

Page 2 of 7 to be submitted

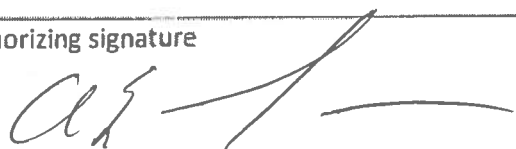


I/We  offer to supply the requirements stated within.  
the corresponding total cost of \$ \_\_\_\_\_ Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment prior to June 24<sup>th</sup>, 2016 upon receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 22 day of MARCH 2016

Company Name <b>GRASS KING</b>	Contact name (please print) <b>Gus McHennan</b>
Mailing Address <b>Box 339 New LISKEARD Ont.</b>	Title <b>President</b>
Postal Code <b>R0S 1P0</b>	Authorizing signature <u></u> "I have the authority to bind the company/corporation/partnership."
Telephone <b>705-647-5574</b>	Fax <b>705-647-4043</b>
Cell Phone if possible <b>705-648-3464</b>	Email

Page 3 of 7 to be submitted

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**Subject:** 2016 Roadway Surfacing Program

**Report No.:** PW-019-2016  
**Agenda Date:** April 5, 2016

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### **Attachments**

**Appendix 01:** Proposed 2016 Roads Program

**Appendix 02:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-019-2016, more particularly Appendix 01 – Proposed 2016 Roads Program (prepared in consultation with *Miller Paving Limited* for the hardtop resurfacing of various roadway sections in Temiskaming Shores); and
2. That Council directs staff to prepare the necessary by-law and agreement for the said work for Council’s consideration at the April 19, 2016 Regular Council meeting.

### **Background**

During the 2016 Budget deliberations, Council considered the current and future needs of the municipality with respect to maintenance and rehabilitation of both gravel and hardtop roadway surfaces. Included in the 2016 Public Works Operations Budget is \$75,000 for supply placement and stockpiling of Granular “M” material, \$125,000 for patch paving and repairs and a total of \$935,000 for hardtop resurfacing and STATO Trail relocation purposes in the Capital portion of the Budget.

Public Works staff reviewed the current five year plan to determine how best to address the needs of the municipality with respect to roadway surfaces and maintenance issues based on the approved allocations.

Staff met with representatives from Miller Paving Northern in the late fall of 2015 to determine what services and arrangements are readily available for the upcoming year in order to continue the work that was initiated in 2013 and could be completed with a projected funding allowance available in 2016. As a result of the discussions, Millers provided an initial assessment of work proposed by Public Works staff and cost estimates associated with various sections of roadway, for discussion purposes.

The list of proposed work, which included the resurfacing of Lakeshore Road from Cottage Road to Radley Hill Road, the relocation of the STATO Trail within those same limits and the resurfacing of Wedgewood and Broadwood Streets from Lakeshore Road

to Market Street, was discussed at the PW Committee level and became the basis for the request for funding allocation during the Budget deliberations.

A work defining list of projects and final estimates was provided by Miller Paving (Appendix 01) and was reviewed by the City Manager and Director of Public Works for presentation to Council on April 19, 2016.

### **Analysis**

Given the current condition of the road surface on Lakeshore Road from Cottage Road to Radley Hill Road this section should be considered a priority. It is also recommended that consideration be given towards the relocation of the STATO Trail to allow for both travel lanes to be utilized for the motoring public on a year round basis. The sections of Broadwood and Wedgewood from Lakeshore Road to Market Street underwent storm sewer replacement in 2015 and should be resurfaced to protect the integrity of the road base. The milled asphalt from Lakeshore Road would be utilized on Dutton Street from Lakeshore Road to complete the section of Quarry Road initiated in 2013 and the balance would be placed on Cottage Road in close proximity to the work being recommended.

The proposed work plan for 2016 continues to address areas that have been previously identified and have been included in the City's Asset Management Plan.

### **Financial / Staffing Implications**

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

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

The costs associated with the Capital Program work outlined in **Appendix 01** are allocated in the current budget as follows:

- **Lakeshore Road** – Cottage Road to Radley Hill Road - \$660,000 plus applicable taxes.
- **Relocation of STATO Trail** – As above - \$165,000 plus applicable taxes as well as **Relocation of Infrastructure for STATO Trail** – Estimated at \$25,000 (by others)
- **Excavation and Preparation of Cottage Road** – Lakeshore Road to Limit - \$35,000 plus applicable taxes
- **Resurfacing of Wedgewood and Broadwood** – Lakeshore to Market - \$55,500 plus applicable taxes

The total cost of the proposed work is \$15,000, plus applicable taxes, over the approved Capital Budget. This Report has been reviewed by the City Manager and Treasurer and they support the recommendation to complete the work as proposed. Future Capital expenditures will be monitored and in the event that reallocation of funds are required, Council will be advised.

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

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

---

G. Douglas Walsh, CET  
Director of Public Works

---

Laura-Lee MacLeod  
Treasurer

---

Christopher W. Oslund  
City Manager



## 2016 Hardtop Maintenance Program

### Lakeshore Road North

Cottage Road to Radley Hill Road - \$660,000 (plus tax)

The remaining work from Cottage Road to Radley Hill is broken up into three segments:

- A. No curbs – 4 lanes with fully paved shoulders on both sides – 265 m
- B. Curb on one side – 4 lanes with full paved shoulder on one side – 285 m
- C. Curbs on both sides – 4 lanes no paved shoulder – 385 m

Associated work related to Lakeshore Road North:

1. Repair frost heave north of Cottage Road for a distance of approx. 90 metres.
2. Milling 50 mm of exist asphalt through Sections C and 100 mm through Section A and B and Pulverizing Sections A, B and C (including fully paved shoulders on both sides) and STATO Trail.
3. Grade surface material within the pulverized area.
4. Add 50 mm Granular A through Sections A and B.
5. Placement of RAP / Grindings on Dutton Street and Cottage Road.
6. Place one lift of 50 mm Hot Laid Asphalt at a width equal to the existing paved surface through Sections A to C (including the reinstatement of STATO Trail adjacent to roadway only).

### Relocation of STATO Trail

Lakeshore Road North (Section C above) - \$165,000 (plus tax)

1. Relocate / Construct STATO Trail adjacent to back side of concrete curb through Section C as established by the City.
2. Work does not include relocation of telephone / hydro infrastructure (Est. \$25,000 by others)

### Resurface Broadwood and Wedgewood Streets – \$65,500.00 (plus tax)

Pulverizing remaining existing asphalt surfaces of Wedgewood and Broadwood Streets from Lakeshore Road to Market Street, re-grade and place 50 mm Hot Laid Asphalt at 7.0 metres wide. Sidewalk repairs by others.

### Prepare Cottage Road Base – \$35,500.00 (plus tax)

Remove existing surface, grade subbase and add granular material and regrade from Lakeshore Road to limit (+/- 225 metres in length)



**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2016-000**

**Appendix 02**  
**PW-019-2016**  
**April 5, 2016**

**Being a by-law to enter into an agreement with**  
**Miller Paving Limited for the 2016 Roadway**  
**Surfacing Program 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** Council considered Administrative Report No. PW-019-2016 at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2016 Roadway Surfacing Program contract for consideration at the April 19, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Miller Paving for the 2016 Roadway Surfacing Program contact in the amount of \$925,500 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-000**

Agreement between

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

and

**Miller Paving Limited**

for the 2016 Roadway Surfacing Program

**This agreement** made in duplicate this 19<sup>th</sup> day of April 2016.

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 Documents entitled:

**Corporation of the City of Temiskaming Shores  
2016 Roadway Surfacing Program at various locations  
as outlined in Administrative Report No. PW-019-2016**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01, a copy of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2016.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Nine Hundred and Twenty-Five Thousand - Five Hundred Dollars and Zero Cents (\$925,500.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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

**Article IV:**

All communications in writing between the parties, or between them and the 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 hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Miller Paving Limited**  
P.O. Box 248  
704024 Rockley Road  
New Liskeard, Ontario  
P0J 1P0

The Engineer:

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

The Owner

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

**The remainder of this page left blank intentionally**

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

**Miller Paving Limited**

\_\_\_\_\_  
Estimating Manager – Britt Herd

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

Municipal Seal )

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



## **2016 Hardtop Maintenance Program**

### Lakeshore Road North

Cottage Road to Radley Hill Road - \$660,000 (plus tax)

The remaining work from Cottage Road to Radley Hill is broken up into three segments:

- A. No curbs – 4 lanes with fully paved shoulders on both sides – 265 m
- B. Curb on one side – 4 lanes with full paved shoulder on one side – 285 m
- C. Curbs on both sides – 4 lanes no paved shoulder – 385 m

Associated work related to Lakeshore Road North:

1. Repair frost heave north of Cottage Road for a distance of approx. 90 metres.
2. Milling 50 mm of exist asphalt through Sections C and 100 mm through Section A and B and Pulverizing Sections A, B and C (including fully paved shoulders on both sides) and STATO Trail.
3. Grade surface material within the pulverized area.
4. Add 50 mm Granular A through Sections A and B.
5. Placement of RAP / Grindings on Dutton Street and Cottage Road.
6. Place one lift of 50 mm Hot Laid Asphalt at a width equal to the existing paved surface through Sections A to C (including the reinstatement of STATO Trail adjacent to roadway only).

### Relocation of STATO Trail

Lakeshore Road North (Section C above) - \$165,000 (plus tax)

1. Relocate / Construct STATO Trail adjacent to back side of concrete curb through Section C as established by the City.
2. Work does not include relocation of telephone / hydro infrastructure (Est. \$25,000 by others)

### Resurface Broadwood and Wedgewood Streets – \$65,500.00 (plus tax)

Pulverizing remaining existing asphalt surfaces of Wedgewood and Broadwood Streets from Lakeshore Road to Market Street, re-grade and place 50 mm Hot Laid Asphalt at 7.0 metres wide. Sidewalk repairs by others.

### Prepare Cottage Road Base – \$35,500.00 (plus tax)

Remove existing surface, grade subbase and add granular material and regrade from Lakeshore Road to limit (+/- 225 metres in length)

---

**Subject:** Supply and Application of  
Liquid Calcium Chloride

**Report No.:** PW-020-2016  
**Agenda Date:** April 19, 2016

---

### **Attachments**

- Appendix 01:** 2015 Tender Results  
**Appendix 02:** Draft Agreement  
**Appendix 03:** 2016 Price Confirmation

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-020-2016;
2. That Council approves the extension of the 2015 *Supply and Application of Liquid Calcium Chloride* contract to *Pollard Highway Products Ltd.* at the unit prices confirmed in Appendix 03 – 2016 Price Confirmation; and
3. That Council directs Staff to prepare the necessary by-law and agreement for consideration at the April 19, 2016 Regular Council meeting.

### **Background**

Each year the City of Temiskaming Shores, in conjunction with eleven (11) South Temiskaming municipalities, co-operatively procures the services of qualified contractors for the supply and application of liquid dust suppressant at various locations within the City of Temiskaming Shores.

The work shall consist generally of supplying and applying liquid calcium chloride or approved alternative for the purpose of suppressing dust on granular roadway surfaces, as directed by the Superintendent of Transportation or designate.

In 2015 the Tender documents were prepared and PW-RFT-002-2015 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on Thursday April 23<sup>rd</sup>, 2015. Included in the Tender was an option for the City and successful contractor to enter into an extension for the following year at the same unit cost, if both parties were in agreement. **Appendix 01** includes the original Tender Results and was the basis for the Agreement entered into on May 5, 2015.

### **Analysis**

As indicated in Appendix 01, three (3) responses to the request were received by the closing date.

Pollard and Da-Lee had successfully completed similar projects in Temiskaming Shores and had demonstrated the ability to successfully complete this work as intended. Miller Paving Ltd. had indicated that they currently supply, haul and place over 1.0M litres of dust suppressant in north-eastern Ontario in association with the Ministry of Transportation, on rural gravel roadways, however have never supplied product the Temiskaming Shores.

The tenders were analysed for errors and/or omissions and were found to be correct and complete. The process for obtaining competitive pricing was in keeping with the City's Purchasing Policy (By-Law 2009-012, as amended). As a result of the Tender process Pollard Highway Products Ltd. were awarded the work.

### **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 cost for the intended work in 2016 is the same unit price as provided in 2015, considered to be reasonable and within the approved and allotted budget for roadway maintenance.

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

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

Document Title: PWO-RFT-002-2015

Opening Date: April 23, 2015

Opening Time: 2:00 pm

Description: Supply and Application of Liquid Calcium Chloride

Inquiry Contact: Doug Walsh, Director of Public Works

Form of Proposal

Bidder: DA-LEE

Location	Unit Price	Total
Harley (78,000 L):	31¢	24,180
Evanturel (26,000 L):	31¢	8,060
Kerns (78,000 L):	31¢	24,180
Chamberlain (52,000 L):	31¢	16,120
Hudson (78,000 L):	31¢	24,180
T Shores (156,000 L):	"	48,360
Hilliard (56,000 L):	"	17,360
Brethour (52,000 L):	"	16,120
Casey (28,000 L):	"	8,680
Armstrong (104,000 L):	"	32,240
Charl-Dack (26,000 L):	"	8,060
Harris (26,000 L):	"	8,060

Bidder: MILLER PAVING LTD.

Location	Unit Price	Total
Harley (78,000 L):	26.88¢	20,966.40
Evanturel (26,000 L):	"	6,988.80
Kerns (78,000 L):	"	20,966.40
Chamberlain (52,000 L):	"	13,977.60
Hudson (78,000 L):	"	20,966.40
T Shores (156,000 L):	"	41,932.80
Hilliard (56,000 L):	"	15,052.80
Brethour (52,000 L):	"	13,977.60
Casey (28,000 L):	"	7,526.40
Armstrong (104,000 L):	"	27,955.20
Char-Dack (26,000 L):	"	6,988.80
Harris (26,000 L):	"	6,988.80

Bidder: POLLARD

Location	Unit Price	Total
Harley (78,000 L):	26.8¢	20,904
Evanturel (26,000 L):	"	6,968
Kerns (78,000 L):	"	20,904
Chamberlain (52,000 L):	"	13,936
Hudson (78,000 L):	"	20,904
T Shores (156,000 L):	"	41,808
Hilliard (56,000 L):	"	15,008
Brethour (52,000 L):	"	13,936
Casey (28,000 L):	"	7,504
Armstrong (104,000 L):	"	27,872
Charl-Dack (26,000 L):	"	6,968
Harris (26,000 L):	"	6,968

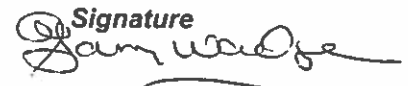
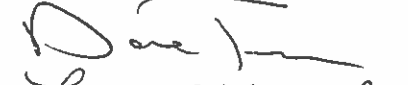
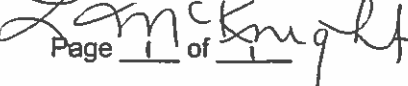
Bidder:

Location	Unit Price	Total
Harley (78,000 L):		
Evanturel (26,000 L):		
Kerns (78,000 L):		
Chamberlain (52,000 L):		
Hudson (78,000 L):		
T Shores (156,000 L):		
Hilliard (56,000 L):		
Brethour (52,000 L):		
Casey (28,000 L):		
Armstrong (104,000 L):		
Char-Dack (26,000 L):		
Harris (26,000 L):		

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name	Representing
GARY WADGE	CITY OF T.S.
DAVE TROEN	" "
LINDA MCKNIGHT	" "

Signature  
  
  
  
 Page 1 of 1

The Corporation of the City of Temiskaming Shores  
By-law No. 2016-000

**Being a by-law to enter into an agreement with  
Pollard Highway Products Ltd. for the Supply and  
Application of Liquid Dust Suppressant at various  
locations 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** Council considered Administrative Report No. PW-020-2016 at the April 19<sup>th</sup>, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pollard Highway Products Ltd. for the Supply and Application of Liquid Dust Suppressant for consideration at the April 19<sup>th</sup>, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Pollard Highway Products Ltd. for the Supply and Application of Liquid Dust Suppressant at various locations in the City of Temiskaming Shores, at the unit prices provided in the agreement 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 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-000**

Agreement between

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

and

**Pollard Highway Products Ltd.**

for the Supply and Application of Liquid Dust Suppressant

**This agreement** made in duplicate this 19<sup>th</sup> day of April 2016.

Between:

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

(hereinafter called “the Owner”)

and

**Pollard Highway Products Ltd.**

(hereinafter called “the Contractor”)

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Supply and Application of Liquid Dust Suppressant  
Tender No. PWO-RFT-002-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2016.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the unit pricing provided in Appendix 01 of this Agreement, plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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



**Article IV:**

All communications in writing between the parties, or between them and the 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:

**Pollard Highway Products Ltd.**  
P.O. Box 280  
Harrow, Ontario  
N0R 1G0

The Owner:

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

The Director:

**The Director of Public Works**  
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’ Seal )  
(if applicable) )

Municipal Seal )

**Pollard Highway Products**

\_\_\_\_\_  
John Rounq

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-000**

Form of Agreement

Office of the Director  
Public Works  
P.O. Box 2050  
325 Farr Dr.  
Haleybury, ON P0J 1K0  
Website: [www.temiskamingshores.ca](http://www.temiskamingshores.ca)



D. Walsh  
Director of Public Works  
(705) 672-3363 Ext. 4126  
[dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)

Pollard Highway Products  
P.O. Box 280  
Harrow, ON NOR 1G0  
Attention: John Rourg

Re: Contract PWO-RFT-002-2015 – Liquid Calcium Chloride

This letter shall serve to confirm the Temiskaming District Road Supervisor's Association (TDRSA) intention to extend the above-noted contract, as per extension clause on page 20 subject to the same terms and conditions as the original contract, until November 30, 2016. The quoted unit price of the extension is .268 per litre excluding HST.

Please note that while confirming acceptance with participating municipalities, the following have indicated changes in anticipated usage for 2016... Hilliard Twp. 26,000 litres (one load), Armstrong Twp. 78,000 litres (3 loads) Charlton – Dack 52,000 (2 loads) based on average truck load size of 26,000 given a truck load size can be between 25,000 and 27,500 litres.

Please complete the bottom portion of this form and return as soon as possible, but no later than March 24th, 2016. Thank you for your prompt attention to this matter. Should you have any questions or wish to discuss this further, please feel free to call me at 705-672-3363, extension 4126.

Best regards,

Doug Walsh  
Director of Public Works

---

Check one of the following boxes, sign and return by fax or email to (705) 672-2911 or email: [dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)

I acknowledge the above information and will agree to extend the above mentioned contract and the contract prices until November 30th, 2016.

I acknowledge the above information and will agree to extend the above mentioned contract until November 30th, 2016 but at the revised contract prices hereby enclosed for consideration (please attach information including justification for a price increase).

I do not wish to extend my contract with the City.

Print Name: John RounG For Pollard Highway Products

Signed:  Dated: MARCH 21, 2016

Please confirm your GST/HST Registration #: R104259031

**To update our files, please provide a current copy of your WSIB Certificate and Certificate of Insurance**

Office of the Director  
Public Works  
P.O. Box 2050  
325 Farr Dr  
Haileybury, ON P0J 1K0  
Website: [www.temiskamingshores.ca](http://www.temiskamingshores.ca)



D. Walsh  
Director of Public Works  
(705) 672-3363 Ext. 4126  
[dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)

Pollard Highway Products  
P.O. Box 280  
Harrow, ON NOR 1G0  
Attention: John Rong

Re: Contract PWO-RFT-002-2015 – Liquid Calcium Chloride

This letter shall serve to confirm the Temiskaming District Road Supervisor's Association (TDRSA) intention to extend the above-noted contract, as per extension clause on page 20 subject to the same terms and conditions as the original contract, until November 30, 2016. The quoted unit price of the extension is .268 per litre excluding HST.

Please note that while confirming acceptance with participating municipalities, the following have indicated changes in anticipated usage for 2016... Hilliard Twp. 26,000 litres (one load), Armstrong Twp. 78,000 litres (3 loads) Charlton – Dack 52,000 (2 loads) based on average truck load size of 26,000 given a truck load size can be between 25,000 and 27,500 litres.

Please complete the bottom portion of this form and return as soon as possible, but no later than March 24th, 2016. Thank you for your prompt attention to this matter. Should you have any questions or wish to discuss this further, please feel free to call me at 705-672-3363, extension 4126.

Best regards,

A handwritten signature in black ink, appearing to read 'D. Walsh', written over a horizontal line.

Doug Walsh  
Director of Public Works

---

Check one of the following boxes, sign and return by fax or email to (705) 672-2911 or email: [dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)

I acknowledge the above information and will agree to extend the above mentioned contract and the contract prices until November 30th, 2016.

I acknowledge the above information and will agree to extend the above mentioned contract until November 30th, 2016 but at the revised contract prices hereby enclosed for consideration (please attach information including justification for a price increase).

I do not wish to extend my contract with the City.

Print Name: JOHN ROUNG FOR POLLARD HIGHWAY PRODUCTS

Signed:  Dated: MARCH 21, 2016

Please confirm your GST/HST Registration #: R104259031

**To update our files, please provide a current copy of your WSIB Certificate and Certificate of Insurance**

Print

<https://us-mg6.mail.yahoo.com/neo/launch?.rand=e56e4bhb4o716#9...>

**Subject:** Re: Contract extension request acceptance letter  
**From:** John (johnroung@yahoo.com)  
**To:** gwadge@temiskamingshores.ca;  
**Cc:** kpollard@pollardhighway.com; pblake@trilliumdistribution.ca;  
**Date:** Monday, March 21, 2016 2:36 PM

Please find enclosed your executed letter of extension for 2016 for calcium chloride under Contract PWO-RFT-002-2015 for members of your association.

I will notify the respective operators who are to delivery only what the municipality orders. Even if trailers hold larger quantities our operators are instructed only to load what is ordered.

Please ask your members to order only the quantity they are budgeted for since details of the contracts are not available to operators or our terminal managers. Many customers often order "truckloads" and fail to indicate the quantity they have budgeted or are in a position to accept larger loads. In your case it appears that some municipalities are limited so please ask them to specify the load size they need. We can always fit 26000 liters into a 29000 liter tanker.

I will ask our dispatch staff to monitor load sizes clearly when orders are taken so customers receive what they want. Municipalities will not be responsible for excess quantities when specified at time of order. I would ask however that if excess quantities do arrive that customers have drivers only spray the agreed amount and certainly bring the issue to our attention as soon as possible.

The extended price of 26.8 cents is the 2015 price as offered for the extension.

I have noted the volume changes for the various accounts as indicated,

I trust you can process the attached executed extension and confirm same to me.

I am asking our office staff to forward a current valid WSIB Clearance Certificate and Certificate of Insurance for your files.

Thank you for your consideration and continuing patronage.

*John Roung, General Manager*  
*Pollard Highway Products*  
Telephone 519-738-2213 wk or 1-800-2655619  
Residence 519-738-4144 Cell 519-980-5534  
Fax: 519-738-2214

alternate e-mail [jroung@pollardhighway.com](mailto:jroung@pollardhighway.com)

**Subject:** Supply and Delivery of Sidewalk Machine

**Report No.:** PW-021-2016

**Agenda Date:** April 19, 2016

**Attachments**

**Appendix 01:** RFQ Results

**Appendix 02:** Draft Agreement

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2016;
2. That Council approves the purchase of a sidewalk machine, as detailed in Request for Proposal PW-RFQ-006-2016, from Work Equipment Ltd. at a cost of \$153,400 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the April 19, 2016 Regular Council meeting.

**Background**

In conjunction with the Asset Management and Fleet Replacement Plans, City staff has deemed it necessary to replace one of the sidewalk machines. Council considered this proposal during the 2016 Budget deliberation process and approved the purchase of a new sidewalk machine.

Request for Quotation PW-RFQ-006-2016 was distributed to known suppliers and advertised in the City’s Bulletin and on the Web Site.

**Analysis**

Four (4) submissions were received in response to the Request for Quotation prior to the closing date of March 29, 2016 at 2:00 p.m.

The proposals were reviewed and evaluated in accordance to the requirements of the RFQ and the deliverables to be provided by the successful service provider. **Appendix 01** summarizes the results of the responses received and are outlined as follows:

Vendor	Unit Price	Non-Refundable HST	Total
Joe Johnson Equipment	\$123,480.00	\$2,173.25	\$125,653.25
Work Equipment	\$119,900.00	\$2,110.24	\$122,010.24
Vacuum Trucks of Canada (1)	\$106,070.00	\$1,866.83	\$107,936.83



Vacuum Trucks of Canada (2)	\$111,285.00	\$1,958.62	\$113,243.62
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As part of this RFQ, City staff also requested pricing on specific attachments that would be required for the sidewalk machine. The pricing provided by the suppliers is summarized as follows:

Vendor	Blower	Blade	Sander	Broom	Boom Flail
Joe Johnson Equipment	\$14,790.00	\$5,050.00	\$6,580.00	\$7,245.00	\$34,170.00
Work Equipment	\$14,500.00	\$4,950.00	\$6,450.00	\$7,100.00	\$33,500.00
Vacuum Trucks of Canada (Unit 1)	\$18,805.00	\$3,625.00	\$7,025.00	\$9,780.00	\$23,800.00
Vacuum Trucks of Canada (Unit 2)	\$19,045.00	\$3,950.00	\$7,025.00	\$9,780.00	\$25,900.00

A review of the specifications for the equipment proposed by each of the suppliers was completed and compared to those included in the RFQ. The only machine that met the City's requirements for horsepower ratings was that proposed by Work Equipment Ltd. All others were significantly lower, which may be of concern given some of the terrain that the equipment will be required to work in. All of the current attachments used with the existing equipment are compatible with the Work Equipment Ltd. machine, however, all new attachments would be required should any of the other suppliers equipment be considered.

In recent years, the City has hired contracted services for brushing and roadside maintenance services and this has proven to be extremely costly for the amount of time that is allotted for the task. The acquisition of a boom flail attachment which could be used with the sidewalk machine allowing the department to carry out a greater amount of work in the rural areas on the municipality.

Upon review of all available options, it is recommended that the sidewalk machine be purchased from Work Equipment Ltd., complete with a new boom flail attachment. All other existing attachments are in good condition and would be compatible with the new unit.

**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

Base Price: \$119,900.00

Boom Flail: \$ 33,500.00

Total: \$153,400.00

Council approved \$165,000 as part of the 2016 Capital Budget. The estimated final cost of the purchase including non-refundable HST is \$156,100. The City will be issuing a debenture to finance this and other 2016 fleet purchases.

### **Alternatives**

While other proposals were received, due to the cost of upgrading attachments and the significant difference in horsepower ratings, none of the 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"

---

Mitch Lafreniere  
Manager of Physical  
Assets

---

G. Douglas Walsh, CET  
Director of Public Works

---

Christopher W. Oslund  
City Manager

Document Title: **PW-RFP-006-2016**

Opening Date: **March 29, 2016**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **Supply and Delivery of a New Sidewalk Machine**

Form of Proposal

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

Bidder: **JOE JOHNSTON EQUIP.**

Sidewalk Unit:	123,480.
Blower:	14,790.
Blade	5,050.
Sander:	6,580.
Broom:	7,245.
Boom Flail:	34,170.

Notes:

Bidder: **VACUUM TRUCKS OF CANADA** MODEL 265

Sidewalk Unit:	106,070.
Blower:	18,805.
Blade:	3,625.
Sander:	7,025.
Broom:	9,780.
Boom Flail:	23,800.

Notes:

Bidder: **WORK EQUIPMENT**

Sidewalk Unit:	119,900.
Blower:	14,500.
Blade	4,950.
Sander:	6,450.
Broom:	7,100.
Boom Flail:	33,500.

Notes:

Bidder: **VACUUM TRUCKS OF CANADA** MODEL 365

Sidewalk Unit:	111,285.
Blower:	19,045.
Blade:	3,950.
Sander:	7,025.
Broom:	9,780.
Boom Flail:	25,900.

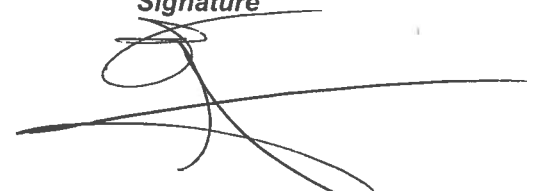
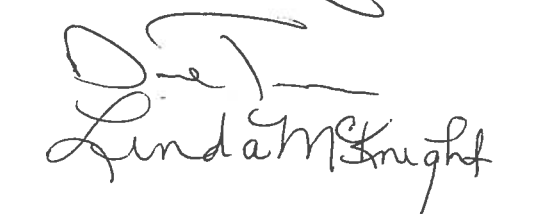
Notes:

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

In Attendance:

**Print Name**  
 Mitch Lafreniere  
 Kevin Lunn  
 Dave Treen  
 LINDA MCKNIGHT

**Representing**  
 City of T. Shores  
 TRUCKERS  
 CITY  
 C of T.S.

**Signature**  
  


**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2016-000**

**Appendix 02**  
**PW-021-2016**  
**April 19, 2016**

**Being a by-law to enter into a Purchase Agreement with  
Work Equipment Ltd. for the supply and delivery of a  
Trackless Sidewalk Machine c/w Boom Flail**

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

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

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

**And whereas** Council considered Administrative Report No. PW-021-2016 at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Work Equipment Ltd. for the supply and delivery of one (1) Trackless Sidewalk Machine c/w Boom Flail, as described in the response to PW-RFP-006-2016 at an upset limit of \$153,400.00 plus applicable taxes for consideration at the April 19, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into a purchase agreement with Work Equipment Ltd. for the supply and delivery of one (1) Trackless Sidewalk Machine c/w Boom Flail at an upset limit of \$153,400.00 plus applicable taxes, a copy of which is hereto attached as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-000**

Equipment Purchase Agreement between

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

and

**Work Equipment Ltd.**

For the supply and delivery of one (1) Trackless  
Sidewalk Machine c/w Boom Flail attachment

**This agreement** made in duplicate this 19<sup>th</sup> day of April, 2016.

Between:

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

(hereinafter called “the Owner”)

and:

**Work Equipment Ltd.**

(hereinafter called “the Supplier”)

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Provide one (1) Trackless Sidewalk Machine c/w Boom Flail attachment in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (PW-RFP-006-2016)  
Supply and Delivery of New Sidewalk Machine**

- b) Do and fulfill everything indicated by this Agreement and in the Specifications attached hereto as Appendix 01 forming part of this agreement.

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) Trackless Sidewalk Machine c/w Boom Flail attachment in the amount of One Hundred and Fifty-Three Thousand and Four Hundred Dollars and Zero cents (\$153,400.00) plus applicable taxes;
- 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 hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a

failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Supplier:

**Work Equipment Ltd.**  
55 Thunderbird Drive  
Courtland, Ontario  
N0J 1E0

Attn.: Joe Lampert

The Owner:

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

Attn.: Mitch Lafreniere

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

Signed and Sealed in )  
the presence of )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Work Equipment Ltd.**

\_\_\_\_\_  
Sales – Joe Lampert

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-000**

Form of Agreement  
Trackless Sidewalk Machine





# Memo

**To:** Mayor and Council  
**From:** Douglas Walsh, Director of Public Works  
**Date:** April 19<sup>th</sup>, 2016  
**Subject:** Ontario Northland – Pipe Crossing Agreement, Niven St S Watermain  
**Attachments:** Appendix 01 – ONTC Underground Pipe Crossing Agreement

---

Mayor and Council:

As a component of the North Cobalt Water Stabilization Project we are required to connect the water distribution piping from Niven Street South to the existing distribution system located on Station Street. In order to complete that work we must cross under both the Ontario Northland Transportation Commission (ONTC) railway tracks as well as King Street.

On our behalf, and as a requirement by the ONTC, an application for an Underground Pipe Crossing Agreement was submitted by our Consultant. This request has been reviewed by their Engineering Department and has been approved pending the City entering into an Agreement.

Currently the City has a number of similar agreements in place, for which there is an annual fee. Likewise, all of our roadway level crossings are also covered by agreements that include cost sharing arrangements for track and roadway repairs at each.

**Appendix 01 – ONTC Underground Pipe Crossing Agreement** outlines the initial and annual costs associated with the proposed Agreement as well as the terms and conditions under which the Agreement will be signed.

In order for the project to be completed, it is recommended that Council authorize entering into the Agreement with ONTC.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
G. Douglas Walsh  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

# Ontario Northland

555 Oak Street East, 555, rue Oak est  
North Bay, Ontario North Bay (Ontario)  
P1B 8L3 P1B 8L3

1.800.363.7512  
[www.ontarionorthland.ca](http://www.ontarionorthland.ca)

7 April 2016



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

**ATTENTION: Doug Walsh, Director of Public Works**

Dear Sir:

**RE: Pipe Crossing Agreement – Mileage 106.2 Temagami Subd.  
Niven St. Watermain**

Please find enclosed the above mentioned document, in duplicate.

Please have the enclosed document executed, in duplicate, by the City's proper signing authorities and return both copies to my attention for completion by Ontario Northland. We would appreciate it if you would indicate the name and title of each of the signing officers below their signatures.

Once executed by Ontario Northland, the duplicate completed document will be returned to you.

Also, please arrange to have your insurance broker provide us with a certificate of insurance outlining the insurance coverage as set out in the attached agreement showing in particular: i) the limit specified; ii) a statement that Ontario Northland is designated on the policy as an "additional insured"; iii) 30 days notice of cancellation to be provided.

Thank you for your co-operation in this regard. If you have any questions, please do not hesitate to contact me.

Yours very truly,



Mr. Dale W. Proctor  
Legal Assistant

Direct Fax Line: (705) 472-4267  
Voice Mail Extension: 353  
E-mail: [dale.proctor@ontarionorthland.ca](mailto:dale.proctor@ontarionorthland.ca)

c.c. T. Brisson

**AGREEMENT** made in duplicate this                    day of                    2016

**BETWEEN:**

**ONTARIO NORTHLAND TRANSPORTATION COMMISSION**  
(hereinafter referred to as "ONTC")

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
(hereinafter referred to as the "Licensee")

**OF THE SECOND PART**

<p><b>LICENCE - UNDERGROUND PIPE CROSSING</b></p>
---

**WHEREAS** ONTC is the owner of certain lands comprising a railway right-of-way located in the District of Temiskaming, in the Province of Ontario, more particularly described as Mileage 106.2 Temagami Subdivision.

**AND WHEREAS** ONTC has been requested by the Licensee to provide space in order to place, maintain, replace, repair and use its underground pipe equipment under the lands or other property (the "Lands") in the location and manner more particularly described in Schedule "A" (O.N.Rail Infrastructure Plan A-6408) attached hereto and forming a part of this Agreement.

**IN CONSIDERATION OF** the recitals and the provisions contained in this Agreement, the parties agree as follows:

**1.     LICENCE**

Subject to the terms and conditions of this Licence, ONTC hereby grants a Licence to the Licensee to place, maintain, replace, repair and use the underground pipe equipment under the Lands at Mileage 106.2 Temagami Subdivision and for such purpose to take or permit to be taken upon the Lands (subject to the prior written approval of ONTC) such machinery, equipment, materials and workmen as may be desirable in that behalf, upon the terms and conditions hereinafter contained.

## **2. TERM**

The term of this Licence Agreement shall be for a period of sixty (60) months commencing on the 1<sup>st</sup> day of April, 2016, and terminating on the 31<sup>st</sup> day March, 2021, subject to the provisions for termination hereinafter contained and this Agreement shall be automatically extended for additional twelve (12) month periods unless either party gives the other party written notice of termination at least thirty (30) days before the expiration of the initial or renewal term as the case may be.

## **3. CONSIDERATION**

- (a) During the first year of this Agreement the Licensee shall pay to ONTC an annual base licence fee of Five Hundred (\$500.00) Dollars, plus applicable taxes, payable in advance. Each year thereafter the annual licence fee payable will be increased by the amount of two percent (2.0%) and will be due and payable on the anniversary date of this Agreement.
- (b) Upon execution of this Agreement the Licensee agrees to pay to ONTC the following one-time fees: (i) document preparation fee of Seventy-five Dollars (\$75.00), plus applicable taxes; (ii) engineering fee of One Hundred and Fifty-Five Dollars (\$150.00), plus applicable taxes.
- (c) In addition, the Licensee agrees to pay to ONTC: (i) all engineering and operations costs related to the placing, maintenance, replacement, repair and use of the underground pipe equipment, which costs include, but are not limited to, flag protection, track repairs and field work cleanup and field inspection in an amount to be determined by ONTC, and (ii) all engineering and operations costs incurred by ONTC with respect to the decommissioning of the underground pipe equipment, including but not limited to any costs incurred with respect to the removal of the underground pipe equipment or to approve an environmental exit plan.
- (d) ONTC shall submit an account for the cost and expenses incurred on behalf of the Licensee which the Licensee shall pay within thirty (30) days of receipt thereof.
- (e) The Licensee shall reimburse ONTC for any taxes, rates, charges, duties and assessments levied in respect of the Licensee's use of the Lands including in respect of the business of the Licensee on the Lands and paid by ONTC. ONTC shall submit an account therefore to the Licensee which the Licensee shall pay within thirty (30) days of the date thereof.
- (f) Payment of any amount due under this Licence shall be made by the Licensee to "Ontario Northland Transportation Commission" by cheque mailed to ONTC at the

address set forth for Notice in Section 13 or at such other address and to such other person as ONTC may direct the Licensee in writing.

4. **EXCLUSION OF WARRANTY, WAIVER OF LIABILITY AND INDEMNITY**

- (a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES AND CONDITIONS EXPRESSLY SET OUT IN THIS AGREEMENT, ONTC HEREBY EXCLUDES ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (b) NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, ONTC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF REVENUE OR PROFIT OR DAMAGES RESULTING FROM INTERRUPTION OF SERVICE OR TRANSMISSION. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE OR LOSS, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER ONTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) The Licensee shall waive and hereby waives against ONTC and ONTC's officers, directors, employees, agents, representatives and contractors, any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement and for any injury to or death of any person or for any loss of or damage to any property belonging to the Licensee or its employees, servants, agents, invitees, licensees, contractors or visitors unless caused by the gross negligent act or omission of ONTC, its officers, directors, employees, agents, representatives and contractors.
- (d) Licensee shall indemnify, defend and hold harmless ONTC and Ontera, and their respective officers, directors, employees, agents, representatives and contractors (separately and collectively the "Indemnitees") from all damages, losses, liabilities, costs and expenses (including reasonable legal fees) in connection with any claim, demand, settlement, action or proceeding (each a "Claim"):
  - (i) That arises from or is caused by breach of this Agreement;
  - (ii) That arises from or is caused by any wilful or negligent act or omission of the Licensee, or persons acting under its direction or control (including contractors and independent contractors);

- (iii) That arises from or is caused by injury to or death to persons or damage to property; and
  - (iv) That arises in connection with the matters described in Section 7, unless such Claim is caused by the gross negligent act or omission of the Indemnitees. ONTC may participate, at its expense, in the defense or settlement of any Claim with counsel of its own choice on a non-controlling basis. Licensee shall not enter into any settlement that does not contain an unconditional release of the Indemnitees without obtaining ONTC's prior written consent, which shall not be unreasonably withheld or delayed.
- (e) Without limiting the generality of the foregoing Section 4(d), the Licensee shall make full and complete compensation for any damage caused to property of any other user of ONTC's Lands by the Licensee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible or for damage attributable to the equipment owned or operated by the Licensee, its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible.
- (f) Licensee shall be solely responsible for its employees throughout the term of this Agreement, including ensuring that all required employer filings, contributions, deductions and payments are made and remitted with respect to the Ontario Workplace Safety and Insurance Act. Without limiting the generality of the foregoing, Licensee covenants, warrants and represents that it has obtained and will maintain any health, medical, disability or similar insurance that Licensee deems advisable, but in any event not less than that amount of insurance as would be customary, prudent and reasonable in Licensee's industry. Licensee shall indemnify, defend and hold harmless ONTC, its officers, directors, employees, contractors, agents, representatives, successors and assigns, from all claims, demands, settlement, action or proceeding, arising from any health, medical disability or similar claims which Licensee or any of Licensee's officers, directors, employees, contractors, representatives or agents may have during or after the term of this Agreement.

## **5. INSURANCE**

Licensee shall, at its own expense, obtain and maintain in full force and effect, throughout the entire term of this Agreement, the following insurance policies:

- i) Commercial General Liability insurance to a policy limit of at least five million dollars (\$5,000,000) in primary and umbrella/excess liability policy including but not limited bodily injury, property damage, personal injury, product liability, tenants legal liability, contractual liability, owners and contractors protective, contingent employer's liability, non-owned

automobile liability, cross liability and severability of interest clause. The policy shall contain a waiver of subrogation in favor of ONTC and shall include **Ontario Northland Transportation Commission** as an additional insured.

- ii) All risks property insurance for not less than full replacement cost value of the equipment and personal property. The policy shall contain a waiver of subrogation in favor of ONTC.
- iii) Automobile Liability insurance with respect to owned or leased vehicles, having a policy limit of at least two million dollars (\$2,000,000) inclusive per occurrence.

Licensee shall provide to ONTC a certificate(s) of insurance, as well as renewal certificates thereafter for the duration of the Agreement, evidencing that the required coverages are in full force and effect before the commencement of the Agreement, and such certificates shall contain a provision to the effect that the insurance policies cannot be cancelled without providing ONTC with at least thirty (30) days prior written notice.

## **6. OPERATIONAL REQUIREMENTS**

- (a) The Licensee shall not interfere with ONTC's operation, maintenance or use of its right-of-way. The Licensee shall ensure that there are no obstructions, visual or otherwise, which may impede the use and view of persons using the right-of-way and track. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ONTC SHALL HAVE THE PARAMOUNT RIGHT AT ALL TIMES TO ITS TRACKS, RIGHT-OF-WAY AND LANDS AT THE CROSSING, AND THE LICENSEE SHALL NOT ENTER UPON OR OTHERWISE HAVE ACCESS TO THE LANDS AT ANY TIME OR FOR ANY REASON WITHOUT THE PRIOR WRITTEN CONSENT OF ONTC. LICENSEE SHALL EXERCISE THE GREATEST CARE IN THE USE OF THE LANDS AND SHALL REQUIRE ALL OTHERS PERMITTED HEREUNDER WHO HAVE ACCESS TO THE LANDS TO ALSO EXERCISE THE GREATEST CARE IN THE USE OF THE LANDS.
- (b) In exercising any rights or performing any obligations under this license, the Licensee shall observe and carry them out in accordance with:
  - (i) The terms of this Agreement;
  - (ii) All applicable statutes, regulations and by-laws of the local municipality, the Province of Ontario and of Canada;
  - (iii) All applicable standards, codes and requirements of all governmental authorities, boards and commissions having jurisdiction over the ONTC or the Licensee, or the Lands or any activities conducted thereon;
  - (iv) All generally accepted standards, codes and requirements in Licensee's industry, where applicable;

- (v) All applicable standards, codes and requirements set out in Licensee's own internal policies and requirements;
- (vi) All applicable standards, codes and requirements imposed by ONTC;
- (vii) Recognized good engineering practice and in a professional and workmanlike manner;
- (viii) All instructions, directions, orders and requirements of any on-site ONTC personnel and on-site Ontera personnel as the case may be; and
- (ix) All applicable rules and requirements of ONTC established in future and for which ONTC has provided Licensee written notice thereof;

(which Sections (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), and (ix) above are separately and collectively referred to as the "Standards") and the Licensee shall cause its employees, contractors, subcontractors, agents and representatives to also comply with the Standards. In the event of any conflict or discrepancy between any of the Standards, then the higher and more stringent Standard shall apply. Licensee acknowledges that this provision is not intended to disclaim Licensee's obligations to exercise its rights and perform its obligations without negligence, and the obligation of the Licensee to follow the Standards does not relieve the Licensee from carrying out its rights and obligations herein to a more stringent, higher standard where it is reasonable to do so under the circumstances.

- (c) Any installations, maintenance or changes to the Licensee's equipment or facilities on the Lands must first meet the requirements and approval of ONTC. The Licensee shall ensure that the underground pipe equipment is constructed, maintained, replaced, repaired and used according to the drawings and plans approved by ONTC, and the Licensee shall not make any changes to such drawings or plans or to the underground pipe equipment without the written approval of ONTC. When required by ONTC, the Licensee shall submit to ONTC a copy of any licence to place, maintain, replace, repair, and use such installation required by the appropriate governmental authorities.
- (d) The Licensee hereby acknowledges the presence of Ontera buried fibre optic cable in the area of the crossings. The Licensee agrees that it will not commence any digging on ONTC Lands without first contacting Ontera (1-888-566-8372) and arranging to have Ontera complete a cable locate.
- (e) The underground pipe equipment of the Licensee shall be placed and afterwards maintained, replaced, repaired, used, and decommissioned at the sole cost and expense of the Licensee. The Licensee shall perform its work in accordance with Section (6) (b), and without limiting the generality of the foregoing, the Licensee shall ensure that: (i) any underground pipe equipment does not collapse, rupture, or break apart during use, and (ii) subject to Section 7, there is no contamination of the soil of the Lands as a result of



the installation, maintenance, replacement, repair, use, or decommissioning of the underground pipe equipment.

- (f) The Licensee agrees that before any work is performed in connection with the underground pipe equipment (other than the decommissioning of the underground pipe equipment) or supporting structure on, across or under the Lands or other property owned or controlled by ONTC, the Licensee shall give to ONTC and Ontera at least 48 hours prior notice thereof in writing which notice shall request access to the Lands for the purposes of such work and shall include the estimated number of hours required and the proposed timetable. ONTC shall be entitled to control all access to the Lands and appoint an inspector to see that the work is performed in such a manner as shall in all respects comply with this Agreement. No work shall at any time be done in such a manner as to obstruct or delay or in any way interfere with the operation of the trains, traffic or business of ONTC or any company using the works of ONTC including, but not limited to the cable of Ontera. Licensee shall perform any work in accordance with the dates approved by ONTC. Licensee shall advise ONTC in writing as to any delays being encountered, the reasons therefor, the action being taken to recover from such delays, and any effect which such delays may have upon time estimates. Licensee shall endeavour to prevent any further or similar delays and Licensee agrees to cooperate and consult with ONTC as well as such consultants and advisors as requested by ONTC.
- (g) If ONTC at any time desires or is ordered by any authority having jurisdiction to make any changes in ONTC's tracks, structures or the Lands or other property then the Licensee shall, cooperate with ONTC as is reasonably required by ONTC, in effecting such change, including but not limited to identification of the underground pipe location(s). ONTC shall not be liable for any loss, cost or expense incurred by Licensee as a result of such change or otherwise with respect to such cooperation by Licensee. In the event that such changes in ONTC's tracks, structures or the Lands or other property would, in the opinion of ONTC, necessitate the moving or alteration of the Licensee's equipment or any part thereof, or should it be found necessary by ONTC in order to protect tracks, structures or the Lands or other property to make any changes in the location or construction of the Licensee's equipment, the Licensee shall at its own risk and expense to the entire satisfaction of ONTC, perform all such work of moving or alteration as may be deemed necessary within three (3) months of written notice to do so. Should the Licensee fail to perform such work of moving or altering within the time specified ONTC shall have the right to do or to have such work done, including but not limited to third party engineering and inspections work, and the Licensee shall pay ONTC the cost of such work forthwith on demand and all the provisions of this Agreement shall apply to the said underground pipe equipment in its changed condition or location. Should ONTC perform such work or have such work done, then without limiting the generality of Sections 4(b) and (f), the Licensee acknowledges and agrees

that ONTC and any director, officer, employee, agent, representative or contractor of ONTC shall not be liable for any loss of or damage to any property or equipment of the Licensee or any third party, or any cost or expense related thereto, even if caused by the negligent act or omission of ONTC or those for whom ONTC is in law responsible.

- (h) Licensee further acknowledges and agrees that Licensee's work in placing, maintaining, repairing, replacing, using or decommissioning the underground pipe equipment may include providing advice and recommendations requiring decisions to be made by ONTC or Ontera. Licensee understands that ONTC and Ontera are making such decisions based on the advice and recommendations of Licensee, and any decision by ONTC or Ontera is not intended to disclaim Licensee's obligation to perform its work and provide advice and recommendations without negligence and in accordance with the Standards.
- (i) Notwithstanding anything to the contrary in Section 6, the Licensee shall not have automatic, immediate and unimpeded access to maintain repair and alter its works and installations (collectively the "Installation") even if a condition arises where the reliability of the Installation, integrity of the Installation or the safety to the public, the Licensee's contractor or employees is at risk ("Emergency"). For clarity, the Licensee acknowledges and agrees that: i) safety is a prime concern and that flagging protection is required at all times; and that ii) the Licensee must provide ONTC with advance notice of any requirement for flagging protection; iii) the Licensee shall not at any time or for any reason conduct maintenance, alterations or repairs on, over or under the Lands without providing ONTC the notice required herein; iv) in case of an emergency involving public safety, ONTC will cooperate with the Licensee on a priority basis, and v) ONTC assumes no responsibility or liability whatsoever under any circumstances for the Licensee's unauthorized use of the Lands.

## 7. Environmental Obligations

Throughout the term of the Licence, the Licensee is required to comply with all applicable Environmental Laws, practice good environmental stewardship and carry out the following obligations.

The Licensee shall:

1. Conduct its own due diligence to confirm the condition of the Lands and surrounding area. **If required by ONTC, Licensee shall conduct a baseline environmental site assessment;**
2. Ensure the Lands are suitable for the intended use;

3. Comply with all Environmental Laws<sup>1</sup>;
4. Be solely responsible for the cost of any work required to ensure the Lands and its activities thereon comply with Environmental Laws;
5. Not use Hazardous Substances<sup>2</sup> on the Lands except in strict compliance with Environmental Laws and as required as part of its normal activities;
6. Not release or permit any other person to release Hazardous Substances on the Lands, onto any adjacent lands, groundwater or surface water;
7. Give the ONTC a copy of any environmental test, study or audit it receives within 30 days of receipt;
8. Immediately notify the ONTC, in writing, if any Hazardous Substances are released on the Lands or on a neighbouring property;
9. Prepare a corrective action plan and give it to the ONTC for its approval regarding any violation of Environmental Laws or any release of Hazardous Substances;
10. Immediately carry out any corrective action plan approved by the ONTC;
11. Conduct an environmental site assessment of the Lands, upon notice of the termination of the Licence (including soil and groundwater sampling if recommended by the qualified professional). This "Termination Baseline" report shall be given to the ONTC in draft to review and comment before it is finalized and the ONTC is to have reliance on such report;
12. If the Termination Baseline report identifies conditions that arose during the term of the Licence, the Licensee must, at its own cost, remove these impacts and return the Lands to the condition they were in at the beginning of the Licence;
13. Pay for all costs incurred by the ONTC while conducting any remediation work the Licensee fails to complete plus 15 percent for administrative and overhead expenses within ten days of receiving an invoice from the ONTC;
14. Pay and be liable for any remedial work carried out by a public authority or third party with respect to environmental conditions that arose during the term of the Licence;
15. Provide a cash deposit, letter of credit or other specified security equivalent to the costs of any outstanding remedial work if required by the ONTC;

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<sup>1</sup> "Environmental Laws" means all applicable federal, provincial, territorial, municipal and local laws, statutes, ordinances, by-laws and regulations, judgments, decrees, common laws and principles thereof, and orders, directives and decisions rendered or issued by any governmental authority relating to Hazardous Substances or the protection of human health, natural resources or the environment.

<sup>2</sup> "Hazardous Substances" means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, petroleum and petroleum products, polychlorinated biphenyls ("PCB"), chlorinated solvents and asbestos.

16. Indemnify the ONTC for any conditions, costs (including legal and consulting fees), expenses, damages, losses, liabilities, claims, penalties, fines, causes of action or demands which may arise from:
- (a) any environmental conditions arising on, in, under or from the Lands during the term of the Licence;
  - (b) the Lands not being suitable for use by the Licensee; or
  - (c) any breach by or obligation of the Licensee under the Licence or any breach of Environmental Laws; and

Continue to be bound by the environmental obligations under the Licence even after the end of the Licence.

## 8. USE

It is expressly stipulated and agreed that the Lands shall be used only for the purposes of allowing the Licensee to place, maintain, replace, repair and use its underground pipe equipment under the Lands.

## 9. DECOMMISSIONING

- (a) Should the Licensee no longer require the use of its underground pipe equipment then the Licensee shall, at its sole risk and expense, decommission the installation.
- (b) Upon the expiration or early termination of this Agreement, the Licensee shall, at its sole risk and expense, decommission its underground pipe installation. The Licensee agrees that if, upon the expiration or early termination of this Agreement, it has not decommissioned its installation within a reasonable time in the opinion of ONTC, then ONTC may effect such decommissioning, at the sole risk of the Licensee, at the Licensee's expense.
- (c) Licensee shall perform the decommissioning to the satisfaction of ONTC and without limiting the generality of the foregoing, the Licensee shall leave the Lands in a condition acceptable to ONTC.
- (d) Decommissioning shall be carried out in such a manner so as not to interrupt the use of the Lands by ONTC or other users, including but not limited to the operation, maintenance or use of the right-of-way by ONTC or the operation, maintenance of use of any cable by Ontera.

- (e) Prior to decommissioning, the Licensee shall give at least ninety (90) days prior written notice to ONTC and Ontera of the time of such decommissioning and request access to the Lands for the purposes of such decommissioning. Licensee shall perform any work in accordance with the dates approved by ONTC. Licensee shall advise ONTC in writing as to any delays being encountered, the reasons therefor, the action being taken to recover from such delays, and any effect which such delays may have upon time estimates. Licensee shall endeavour to prevent any further or similar delays and Licensee agrees to cooperate and consult with ONTC as well as such consultants and advisors as requested by ONTC.
- (f) The Licensee agrees to reimburse ONTC and Ontera for their reasonable costs and expenses incurred with respect to the decommissioning of the underground pipe equipment.
- (g) The Licensee shall submit to ONTC: (i) a copy of any license to decommission the underground pipe installation required by appropriate governmental authorities, and (ii) where required by ONTC or Ontera, detailed drawings with cross-sectional views and plans showing the then current location of the underground pipe equipment.

## 10. **TERMINATION**

- (a) Either ONTC or the Licensee may at any time during the term hereof terminate this Agreement by giving the other party not less than sixty (60) days prior written notice of termination and any amounts payable hereunder shall be apportioned to the date of termination.
- (b) If the Licensee shall be in default or breach in respect of any condition or provision of this Agreement or shall fail to pay any amounts due hereunder, and the Licensee fails to correct such breach or default within thirty (30) days after receiving written notice from ONTC specifying the breach or default and requiring that such breach or default be remedied, this Agreement shall terminate forthwith upon the expiry of the thirty (30) days.
- (c) It is agreed between the parties that in the event that the location of the installed equipment is damaged or destroyed or that it can no longer be used for the purposes under this Agreement, the Agreement may be terminated by either party forthwith by written notice and any amounts payable hereunder shall be apportioned to the date of such damage or destruction.

**11. ASSIGNMENT**

The rights contained in this Agreement may not be transferred, assigned or disposed of in any manner whatsoever without ONTC's prior written consent.

**12. RELATIONSHIP**

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein, nor any of the acts of the parties shall create any relationship between the parties other than that of Licensor and Licensee as described in this Agreement.

**13. NOTICE**

Any notice required by this Licence Agreement shall be in writing and shall be deemed to have been sufficiently given sent by personal delivery, facsimile, e-mail or by prepaid courier or registered post addressed to ONTC to:

Vice President Rail  
555 Oak Street East  
North Bay, ON P1B 8L3

and addressed to the Licensee to:

325 Farr Drive  
P.O. Box 2050  
Haileybury ON P0J 1K0

Such notice shall be deemed to have been received on the date of which it was delivered or sent by facsimile, e-mail or if mailed by post, on the fifth (5<sup>th</sup>) business day following the date of mailing. Any party may change its address for the purpose of this Section 13 by giving ten (10) business days prior written notice of such change to the other party in the manner set out above. In the case of the interruption or anticipated interruption in the mail service in which case such notice shall be given by personal delivery or facsimile or e-mail or pre-paid courier.

**14. OVERHOLDING LICENCE**

If at the expiration of the term or other termination hereof the Licensee continues to use the crossing with or without the consent of ONTC and without any further written agreement, the Licensee shall become a licensee from month to month with each party having the ability to terminate the Agreement upon thirty (30) days written notice to the other and no other licence shall be created by implication of law or otherwise and the licence fee reserved hereunder (which shall be a monthly rental equal to the product of the most recent annual base licence fee multiplied by 0.125) shall be paid on the first day of each month during such overholding and such month to month licence shall otherwise be subject to all other terms of this Licence as are applicable thereto.

**15. GOVERNING LAW**

This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

**16. SURVIVAL**

The provisions of Sections 3(c), 3(e), 3(f), 4, 6(a), 6(b), 7, 9, 12, 13, 14, 15, 16, 17 18, and 19 shall survive the expiration or early termination of this Agreement.

**17. WAIVER**

No provision hereof shall be deemed waived, unless such waiver is in writing signed by the party to be charged with such waiver, and a waiver of any provision in one instance shall not be deemed as a waiver in any other instance.

**18. SUCCESSORS**

Subject to Section 11, this Licence Agreement and the covenants, provisions and obligations herein contained shall enure to the benefit of and be binding upon the Licensee, its successors and assigns.

**19. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes any and all prior agreements, negotiations, representations and understandings whether written or oral between the parties. This Agreement may not be released, supplemented or modified in any manner except by a further written agreement signed by a duly authorized officer or representative of each of the parties.

**IN WITNESS WHEREOF** the said parties hereto have signed these presents and affixed their respective seals under the hands of their respective officers duly authorized in that behalf.

**SIGNED, SEALED and DELIVERED**

in the presence of:

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

per \_\_\_\_\_  
John Thib, Vice President Rail

\_\_\_\_\_  
Geoff Cowie, Secretary

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

per \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the corporation.



# CAUTION

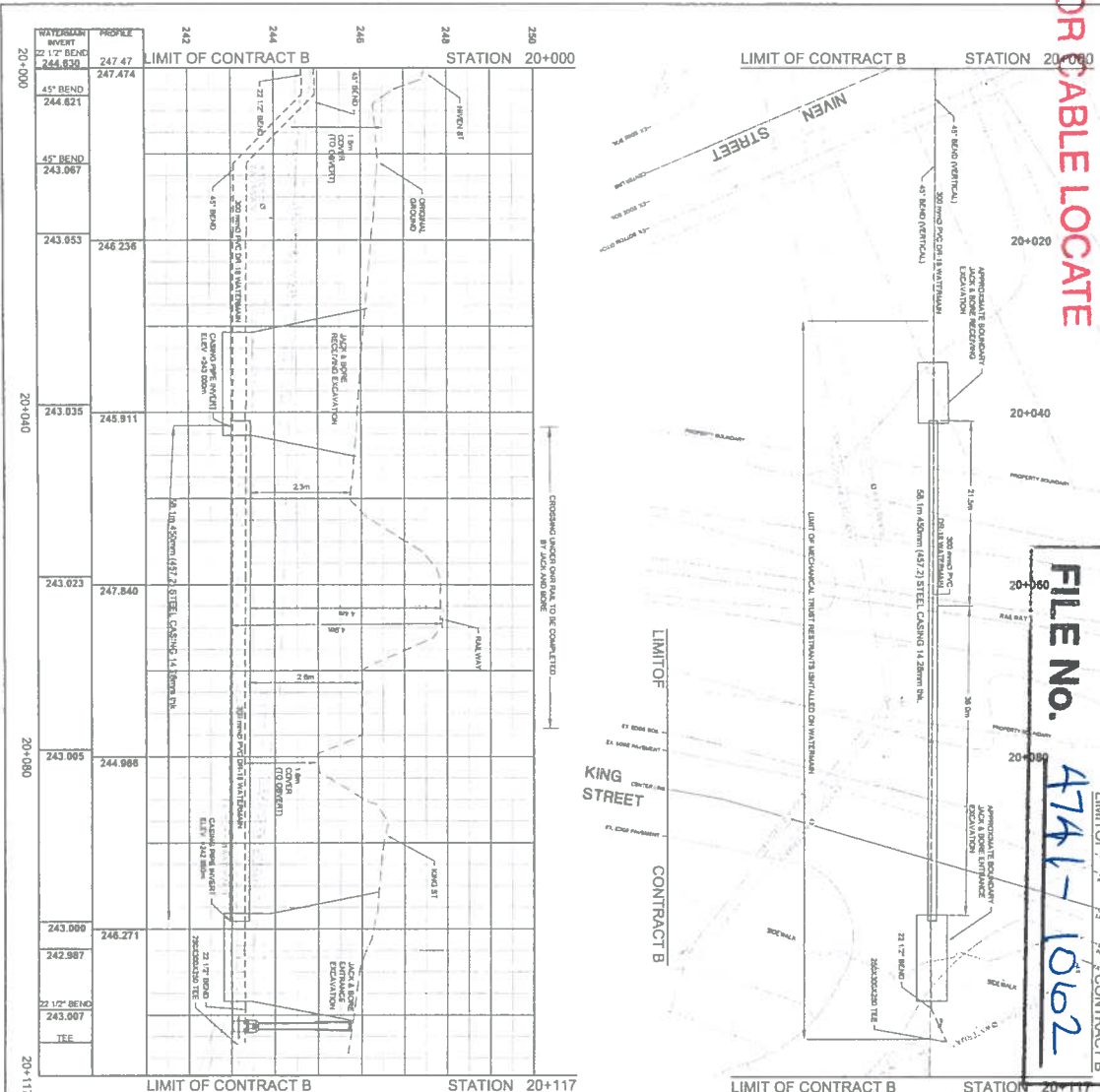
ONTERA BURIED FIBRE OPTIC

CABLE CALL 1-888-566-8372

FOR CABLE LOCATE

PLAN No. A-6408  
 M.P. 106.20 TSD

FILE No. 4741-1062



**DESIGN OF PIPE CROSSING CONFORMS TO TRANSPORT CANADA STANDARDS RESPECTING PIPELINE CROSSINGS UNDER RAILWAYS**

DATE: 4/6/2016

APPROVED: *[Signature]*

ONTARIO NORTHLAND RAIL SERVICES ENGINEERING DEPARTMENT

**NOTES:**

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM ON THE DRAWING PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM ON THE DRAWING PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM ON THE DRAWING PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM ON THE DRAWING PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM ON THE DRAWING PRIOR TO CONSTRUCTION.

**TYPICAL TRENCH DETAIL**

**CASING PIPE**

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM ON THE DRAWING PRIOR TO CONSTRUCTION.

**COMPANY INFORMATION:**

CLIENT: CORPORATION of the City of THIRDSHORES NORTH COAST WATER STABILIZATION

PROJECT NO: NWL-01601003

STATION: NIVEN ST. S. WATERMAIN STATION 20+000 TO 20+117 CONTRACT B

DATE: 4/6/2016

SCALE: AS SHOWN

PROJECT NO: 15-1077

PROJECT NO: C6

exp. logo



# **Memo**

**To:** Mayor and Council  
**From:** Douglas Walsh, Director of Public Works  
**Date:** April 19<sup>th</sup>, 2016  
**Subject:** Temporary Road Closure, Hwy 11B at Gillies Lake  
**Attachments:** **Appendix 01** – Ainley correspondence dated Feb. 29, 2016

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Mayor and Council:

Following receipt of the correspondence included in Appendix 01, City staff reviewed the request and provided a response in the form of an e-mail to Ainley & Associates Limited (Ainley) regarding the proposed road closure. At that time, the final decision to close the road and detour traffic had not been made.

Staff comments included that the City would require the Contractor to provide signage throughout the entire length of the proposed route, within the City limits and in the event that damage to our roadways resulted from the establishment of the detour route as a result significant traffic volumes and excessive loading, the City would be addressed by the Contractor.

Recently, Ainley and Contractor (Miller Paving) has met with the Ministry of Transportation (MTO) and the closure of the roadway to traffic and utilize a detour route has been considered as the favoured option. The MTO has requested that the Consultant obtain a resolution from each municipality effected by the established detour, indicating support.

It is anticipated that the work could start as early as late May 2016 and the duration of the detour route, depending on weather conditions, is expected to remain in place for up to eight (8) working days.

At this time, staff is recommending the support of Council for the temporary closure of Hwy 11B at Gillies Lake for the purpose of completing the required work at this location and that the comments provided to Ainley be included in the Resolution.

Prepared by: \_\_\_\_\_ Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Douglas Walsh  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

February 29, 2016

File #215190

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

Attn: Mr. Chris Osund  
Chief Administrative Officer

**Re: Ontario Ministry of Transportation (MTO), Northeast Region  
Design Build (DB-2015-5008)  
Rehabilitation of Highway 11B Near Cobalt  
Potential Road Closure During Construction**

Dear Mr. Osund:

The **Ministry of Transportation (MTO)** has retained **Miller Paving Limited** in association with the **Ainley Group** to complete design and construction services for the rehabilitation Highway 11B near Cobalt. As illustrated on the attached Study Map, the rehabilitation involves two segments of Highway 11B as follows:

- Segment 'A': Extends from Highway 11 to the west limits of the Town of Cobalt for a distance of approximately 5.6 km.
- Segment 'B': Extends from the east limits of the Town of Cobalt (i.e. from the east side of the railway bridge) to just north of Quebec Avenue (i.e. the south limits of the City of Temiskaming Shores) for a distance of approximately 1.2 km.

Construction for this project is expected to start in the Spring/Summer of 2016 and be completed by the Fall of 2016.

As part of construction an existing culvert identified as the Gillies Lake Culvert located on Highway 11B at Gillies Lake, just west of Gillies Lake Road is to be replaced. The Design Team is currently considering replacement options for this culvert since construction will impact area traffic. Currently, there are two options under consideration for the replacement of this culvert. A description of each option along with the advantages and disadvantages is provided below:

**Option 1: Temporary Full-Road Closure (Highway 11B) at Gillies Lake**

*Description:* Close Highway 11B at Gillies Lake for an estimated period of 8 days (including night work) to complete replacement of the existing concrete culvert, starting in July. Please refer to the attached Detour Map.

Pros:

- Provides a shortened construction duration of 8 days.
- Minimizes traffic delays and impacts to area businesses, residents and vacationers during peak summer months.
- Minimizes environmental impact (i.e. fisheries) by reducing duration of 'in-water' work.
- Eliminates the need for temporary traffic signals and traffic control personnel.

Cons:

- During the 8 days of full-closure, residents and visitors to Cobalt (and the surrounding area) wishing to gain access to Highway 11 (and vice versa) will be required to travel through Haileybury (via. Highway 11B, Rorke Avenue and West Road) to reach Highway 11, resulting in additional travel times ranging from approximately 5 minutes (for Highway 11 destinations north of West Road) to 15 minutes (for Highway 11 destinations south of Highway 11B).
- Night work would be required (subject to a noise by-law exception) which may be a nuisance to neighbouring properties.

Traffic Impacts:

A detour would be required during the 8 day closure period as illustrated on the attached Detour Map. Westbound traffic would be detoured from the Gillies Lake culvert east on Highway 11B through Cobalt, into the City of Temiskaming Shores (Haileybury) to the intersection of Highway 11B (Rorke Ave through Haileybury) and Main St., turning west onto West Road and back to Highway 11. Eastbound traffic would be detoured north on Highway 11, east onto West Road and Main Street, then south on Highway 11B through the City of Temiskaming Shores (Haileybury) and Cobalt to the east side of the Gillies Lake Culvert. Travel time would be approximately 20-25 minutes if one was required to travel from Gillies Lake Road on the east side of the culvert to Gillies Depot Road on the west side of the culvert (and vice versa).

**Option 2: Temporary Traffic Signals (Highway 11B) at Gillies Lake**

Description: Provide temporary traffic signals (and traffic control flagging) for an estimated period of two months to complete the replacement of the existing concrete culvert, starting in late June or early July.

Pros:

- Avoids the need for a traffic detour by maintaining a single lane of traffic throughout the duration of construction.

Cons:

- Results in on-going traffic delays and potential impacts to area businesses, residents and vacationers during peak summer months.
- Longer duration of environmental in-water work.

- Longest disruption to traffic for residents due to continual delays with traffic signals over a two month period.

Traffic Impacts:

No detour would be required. Traffic would be managed during construction to maintain one lane of traffic at all times.

We would appreciate your input on these two options in order for us to proceed with the evaluation of alternatives. The Project Team will review all comments received and provide you with an update on the preferred option at a future date. Further stakeholder consultation (public and agencies) will also occur in the near future. It would be greatly appreciated if you could please submit your comments by March 7, 2016.

If you have any questions or would like to discuss the options further, please contact the undersigned as soon as possible by telephone (705-443-1721) or via email at [mneumann@planmac.com](mailto:mneumann@planmac.com).

Sincerely,

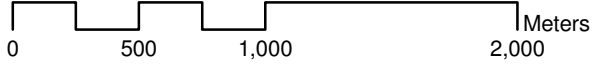
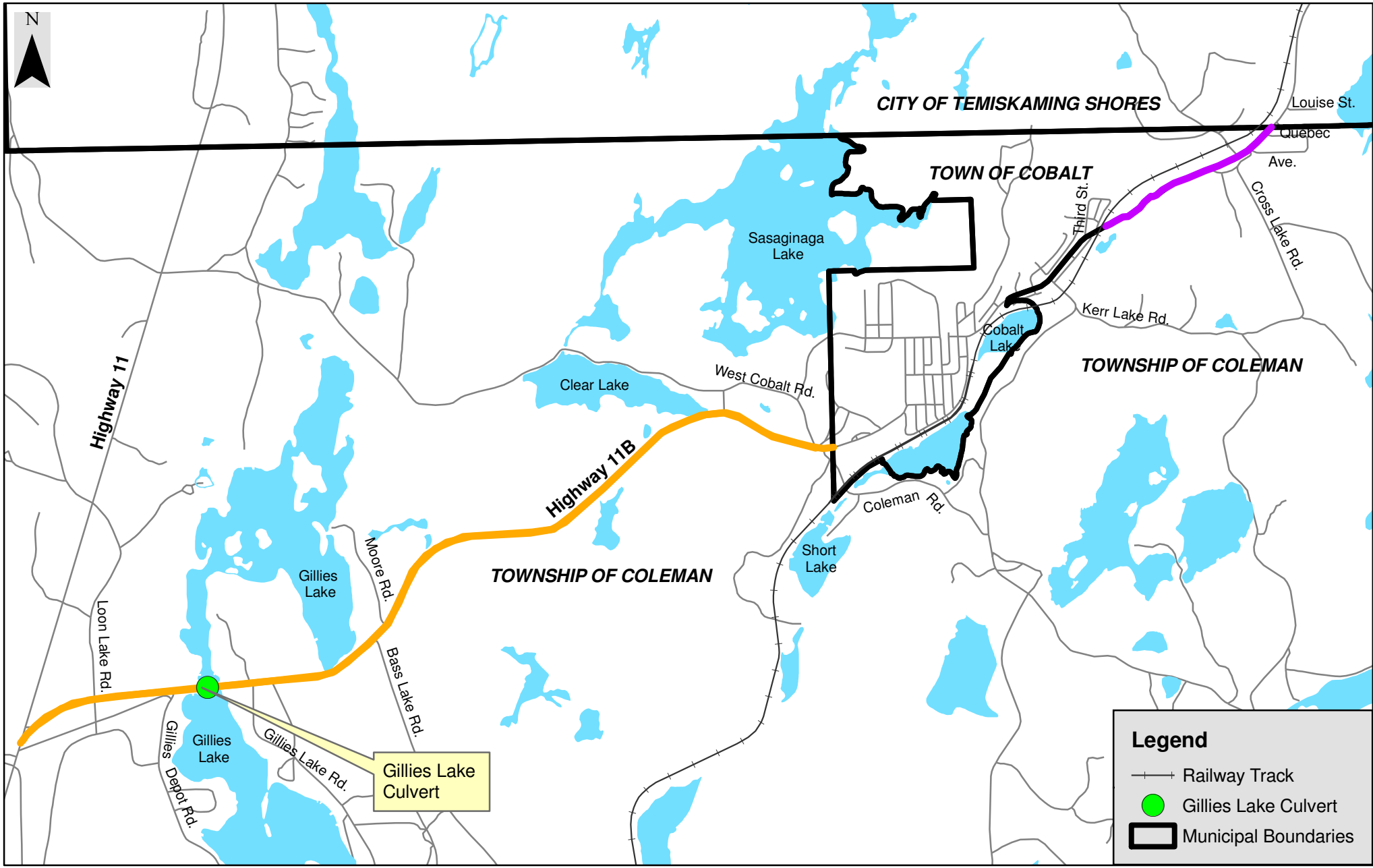
**AINLEY & ASSOCIATES LIMITED**



Mike Neumann, P.Eng.  
Project Manager

pc. **Doug Walsh, City of Temiskaming Shores Director of Public Works**  
**Tim Uttley, City of Temiskaming Shores Fire Chief**  
Lisa Pedersen, MTO CSA Project Manager  
Ken Huen, MTO Senior Project Engineer  
Jane Haddow, MTO Senior Environmental Planner  
Steve Amer, Miller Paving Ltd. Operations Manager  
Andrea Potter, Ainley Group Environmental Planner

# Highway 11 Rehabilitation Design/Build (DB-2015-5008) Study Map



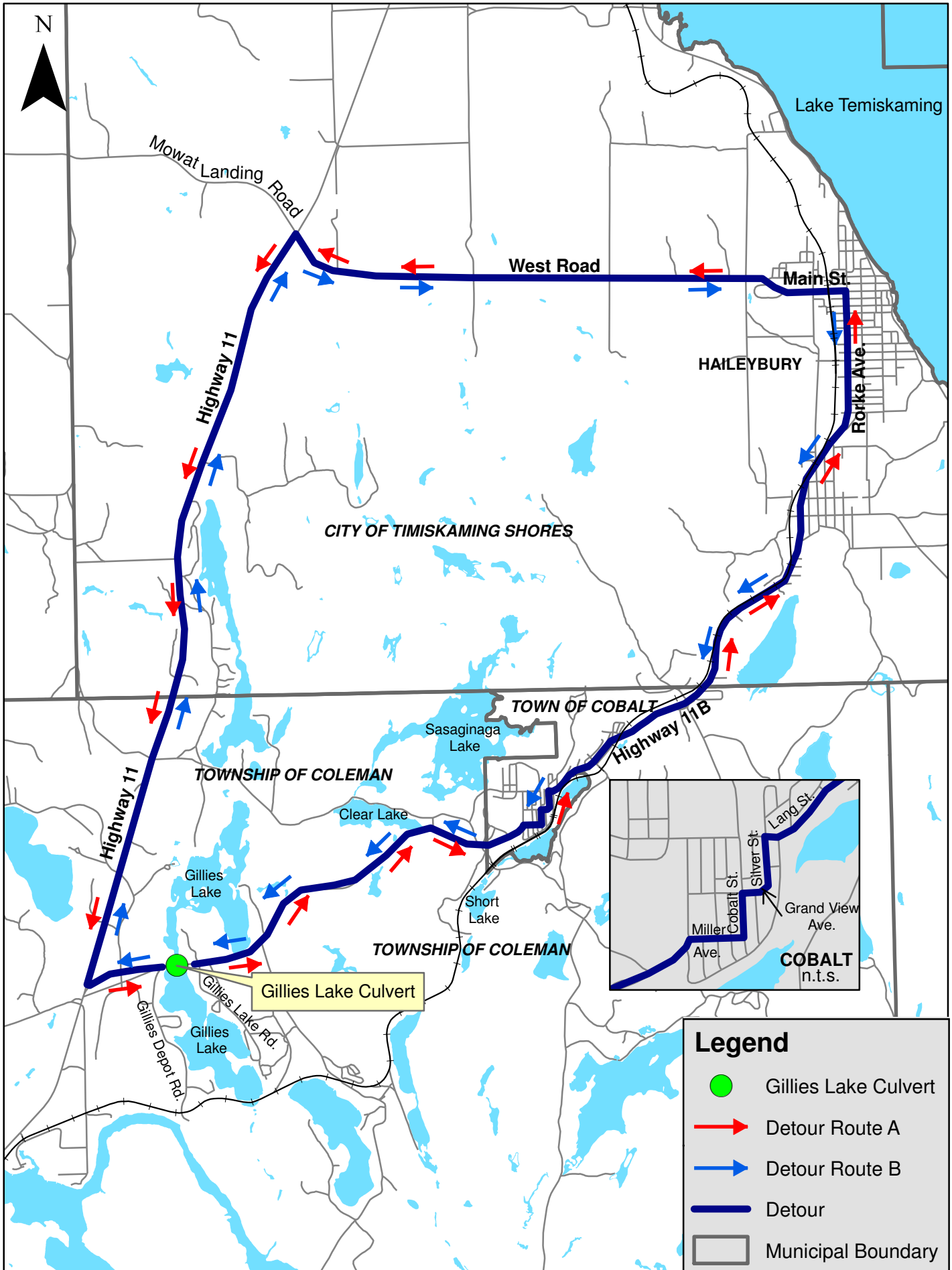
Scale: 1:30,000

- Segment A Highway 11B Rehabilitation - 5.6 km (GWP 5421-04-01)
- Segment B Highway 11B Rehabilitation - 1.2 km (GWP 5787-04-01)

**Legend**

- Railway Track
- Gillies Lake Culvert
- Municipal Boundaries

**DETOUR MAP**  
**Proposed Detour Route**  
**During Replacement of the Gillies Lake Culvert**



**Legend**

- Gillies Lake Culvert
- ➔ Detour Route A
- ➔ Detour Route B
- Detour
- Municipal Boundary

0 750 1,500 3,000 Meters

Scale 1:60,000

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**Subject:** One Foot Forward with Greyson Event      **Report No.:** RS-010-2016  
**Agenda Date:** April 19, 2016

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-010-2016; and
2. That Council approves the provision of tables/chairs and small stage in-kind to the 2016 One Foot Forward with Greyson fundraising event for minor sport activities in the area on a one-time basis.

### **Background**

In 2011, the City completed an analysis of the service levels of the Recreation Department and determined that significant staff resources were allocated to the rental of municipal equipment and that future equipment replacement would be costly. At that time, rental of tables/chairs, picnic tables and other equipment was available to community groups and private individuals. Through the analysis it was acknowledged that there were a few traditional community events, fundraisers and other events driven by volunteers that contribute to the quality of life in the area and benefit the community as a whole. Council decided to maintain community support for these groups. As a result, on April 19, 2011 Council received Administrative Report LS-006-2011 and passed the following Resolution:

*Moved by: Councillor Morrow  
Seconded by: Councillor McArthur*

*Be it resolved that Council for the city of Temiskaming Shores acknowledges receipt of Administrative Report No. LS-006-2011; and*

*That Council approves and sanctions the following events in the City of Temiskaming Shores: Fundraising events hosted by the South Temiskaming Active Travel Organization, Summerfest, Heritagefest, Winterfest, New Liskeard Festival of Lights, Haileybury Night of Lights, Festival des Folies Franco-fun, and the Temiskaming Kennel Club Inc. All Breed Championship Show.*

Please note that the Biker's Reunion and Fall Fair were not included in the list as they were supported by the municipality through separate agreements.

The sanctioning of the events permitted the use of municipal facilities, table/chairs and equipment at no charge.



On March 20, 2012 Council received Administrative Report LS-007-2012 – Municipal Equipment Rental Program and passed Resolution No. 2012-137:

Moved by: Councillor Hobbs  
Seconded by: Councillor Morrow

*Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. LS-007-2012;*

*That Council declares the following items as surplus: two (2) large stages), one (1) sound system, one (1) saddle stage tent, five (5) bar sections, three (3) bar tubs, four (4) casino tables, and one (1) crown and anchor wheel and one (1) mobile stage;*

*That Council for the City approves the donation of the equipment to the Biker's Reunion Committee and/or a local service club, and approves the public sale of any remaining surplus items as per Section 4:12 of the Municipal Purchasing Policy By-law No. 2009-012, as amended; and*

*That Council approves the removal of the equipment rental program from municipal services including tables, chairs, picnic tables, and bleachers.*

Council also has also reduced the community support program through the budget process over the past few years as a cost savings measure.

On September 1, 2015 Council passed By-law No. 2015-141 being a by-law to adopt the Delegation of Powers and Duties Policy for the City of Temiskaming Shores. Appendix No. 01 to the by-law authorizes “the Director of Recreation or his/her delegate to be authorized to enter into agreements associated with the rental of facilities. These activities would include such thing as ice and field rental, park rentals and arena rentals for conventions, concerts, and special events”.

At the April 11, 2016 Recreation Services Committee meeting a request was considered from the One Foot Forward with Greyson event for the provision of the Haileybury Arena Floor, tables/chairs and small stage for the fundraising event to take place July 9, 2016. The event includes a dinner and auction (silent and live) with all proceeds to be donated to the Temiskaming Foundation. The interest generated from this fund will be allocated annually to support youth sports programs, healthy active living activities and scholarships within Temiskaming Shores and surrounding area. The Recreation Committee approved the request to waive the non-profit rental fee for the use of the Haileybury Arena for the 2016 One Foot Forward with Greyson Event and recommended that a report be submitted to Council on April 19, 2016 requesting that Council approve the provision of tables/chairs and equipment in-kind on a one-time basis for the 2016 event.

### **Analysis**

The City of Temiskaming Shores is known for its volunteer base and its willingness and generosity in getting behind a project to see it through to its success – a few examples

include the fundraising initiatives for the Northdale Manor, CATSCAN Foundation, South Temiskaming Active Travel Organization, Harder 4 Carter, Fall Fair, Biker’s Reunion and Village Noel to name only a few.

Beyond the fundraising initiatives, the volunteer base that supports minor sport year after year is second to none – Figure Skating, Minor Hockey, Soccer, Lacrosse, Minor Ball, Dance, Curling, Bowling, Track and Field, Swim Team, etc.... The municipality assists these organizations with one free hall rental a year and a subsidized rate on facility rentals. Facility rental fees have increased over the years to compensate somewhat for the increase in operating costs which in turn increases the need for more fundraising from the groups and the potential for the cost to be transferred to the participants.

The municipality has demonstrated its support for healthy active living through the endorsement of the Healthy Kids Community Challenge and the Bicycle Friendly Community Committee.

Local facilities that accommodate a function of the magnitude of the One Foot Forward event include the two curling clubs and the two arenas. All four were considered as well as a tent for an outdoor venue and it was determined that the Haileybury Arena served the purpose best. The last event hosted on the arena floor that is comparable to this event was the STATO New Year’s Eve party in 2009.

The equipment requested for the event include tables, chairs and a small stage that are not currently booked for other purposes on July 9<sup>th</sup>. The items will already be located under the big tent for the Biker’s Reunion the weekend prior and staff would be required to wash it down (as is done every year) and transport it to the Haileybury Arena and return them to the respective halls following the event. It is estimated that this will require three staff people for one and a half days with the use of a truck and trailer.

One Foot Forward is a registered not-for-profit organization with the goal of raising \$150,000 to be invested with the Temiskaming Foundation.

Although it is unknown if this event will become annual, the recommendation is to commit to the 2016 event only at this time.

Assisting the event on a one-time basis in its first year to create a fund that will assist minor sport and recreation groups is a small investment for a larger return in the future.

**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

Equipment Available:

Chairs	Total of 327 from the Dymond Hall and NL Community Hall
6' tables	Total of 50 from Dymond Hall and NL Community Hall
Round Tables	Total of 60 from the NL Community Hall and the Haileybury Arena

In-kind value of facility	\$ 443.00	
In-kind value of staff time	<u>\$1,200.00</u>	(Delivery/return of equipment)
Total:	<b>\$1,643.00</b>	

Alternatives

An alternative would be to allocate \$3,500 in cash to the event as a Sponsor in order for the organizers to rent the necessary equipment, this was not recommended as the funds were not allocated in the 2016 budget.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 Tammie Caldwell  
 Director of Recreation Services

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

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

**By-law No. 2016-052**

**Being a by-law to authorize the Sale of Land to 1470739  
Ontario Ltd being Part 4 on Plan 54R-2876, 3.5 Acres on  
Barr Drive**

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

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

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

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

**And whereas** Council considered Administrative Report No. CGP-009-2016 at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with 1470739 Ontario Ltd. (Hearn Construction) for municipal real property for consideration at the April 19, 2016 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between 1470739 Ontario Ltd. (Hearn Construction Ltd.) as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Part of the South ½ of Lot 7, Concession 1, Dymond Twp. more particularly Part 4 on Plan 54R-2876, Temiskaming Shores, District of Timiskaming to 1470739 Ontario Ltd. in the amount of \$70,000 plus applicable taxes and other such considerations outlined in the said agreement;
4. That Council affirms the City Manager's authorization to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and that the

Mayor and Clerk be hereby authorized and directed to execute any and all other documentation necessary to complete the sale of land transaction.

5. That Council authorizes the entering into an Agreement for Property Development for the subject lands by 1470739 Ontario Ltd. (Hearn Construction Ltd.), in the form annexed hereto as Schedule "B" and forming part of this by-law
6. 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 19<sup>th</sup> day of April, 2016.

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Mayor – Carman Kidd

---

Clerk – David B. Treen

## **Schedule "A" Offer to Purchase**

**1470739 Ontario Ltd.,**  
(as "Purchaser"), having inspected the property, hereby agree to and with

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES,**  
(as "Vendor") to purchase the property being:

3.5 Acres on Barr Drive  
PT S 1/2 LT 7 CON 1 DYMOND PT 4 PLAN 54-R 2876;  
TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

(herein called the "Real Property") at the price of \$70,000 payable 5% to the Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

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

### **Release of Information**

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

### **Deficiency Notices and Work Orders**

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an

abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

### **Adoption of LSUC – OBA Document Registration Agreement**

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

### **Acceptance**

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

### **Title**

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

### **Requisitions**

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

### **Surveys and Documents**

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

### **Closing**

***This Agreement shall be completed on or before May 20, 2016 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.***

### **Inspection of Property**

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

### **Adjustments**

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

### **Costs**

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



### **Planning Act Compliance**

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

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

### **Spousal Consent**

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

### **Residency of Vendor**

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

### **Facsimile**

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

### **Counterpart**

This agreement may but need not be executed in counterpart.

### **Time of Essence**

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

### **G.S.T./H.S.T.**

This transaction is subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act, 2009, S.O. 2009, C.34*, and such G.S.T./H.S.T. is in addition to and not included in the purchase price.

The Purchaser is registered under the Act and shall provide the Vendor and his solicitor with proof of his G.S.T./H.S.T. registration and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor.

### **Representations and Warranties**

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

### **Tender**

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

### **Costs of Registration**

The Purchaser and the Vendor are required to pay their independent costs of registration and taxes for registration of documents.

### **Gender**

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

**Remainder of this page left blank intentionally**

**Signed, Sealed and Delivered** this 5<sup>th</sup>, day of April, 2016.

in the presence of:

Purchaser: **1470739 Ontario Ltd.**

Per: \_\_\_\_\_  
Darcy Hearn

Per: \_\_\_\_\_  
Tony Hearn

Purchaser's Address:  
1470739 Ontario Ltd.  
P.O. Box 1624  
New Liskeard, Ontario  
P0J 1P0  
Attn.: Tony Hearn  
Phone: 705-647-8191  
Fax: 705-647-8199

We have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this 19<sup>th</sup> day of April, 2016.

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

\_\_\_\_\_  
Mayor - Carman Kidd

\_\_\_\_\_  
Clerk - David B. Treen

We have authority to bind the Corporation.

Vendor's Address:  
City of Temiskaming Shores  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0  
Attn.: David B. Treen, Clerk  
Phone: 705-672-3363  
Fax: 705-672-3200

Purchaser's Solicitor:

**KEMP PIRIE**  
P.O. Box 1540  
22 Armstrong Street  
New Liskeard, ON P0J 1P0  
Attn: George W. Kemp

Phone Number: (705) 647-7353  
Fax Number: (705) 647-6473

Vendor's Solicitor:

**KEMP PIRIE**  
P.O. Box 1540  
22 Armstrong Street  
New Liskeard, ON P0J 1P0  
Attn: George W. Kemp

Phone Number: (705) 647-7353  
Fax Number: (705) 647-6473

## Schedule B Property Development

This agreement made this 19<sup>th</sup>, day of April, 2016

Between:

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

Hereinafter called the "City" of the First Part,

And:

**1470739 Ontario Ltd.**

Hereinafter called the "Purchaser" of the Second Part

The City agrees to transfer to the Purchaser

**Part of S ½ of Lot 7, Con 1 Dymond Twp. being Part 4 on Plan 54R-2876;** Temiskaming Shores, District of Timiskaming, 3.5 Acres on Barr Drive (hereinafter called the "**Lands**") subject to the terms and conditions of this Agreement.

In consideration of the transfer of the Lands to the Purchaser, the Purchaser agrees as follows:

1. To develop the Lands and to construct thereon a building with a minimum value of \$100,000.00 (*per lot purchased*) upon completion and that such development and construction shall be at least ninety percent completed within 3 years of the date the Purchaser becomes the owner of the Lands. In the event of any disagreement or dispute as to whether the development and construction has a minimum value of \$100,000.00 (*per lot purchased*) upon completion, or whether such development and construction shall be at least ninety percent (90%) completed, the disagreement or dispute shall be determined by the City's appointed engineers whose determination shall be final and binding upon the parties hereto.
2. That Purchaser acknowledges that a buffer (i.e. vegetative – fence) may be required along the eastern and a portion of the southern boundaries of the subject lands to the satisfaction of the City.
3. The development, construction and use of the Lands shall comply with all applicable municipal zoning and building by-laws and other relevant by-laws, all requirements of the Temiskaming Health Unit, the Ministry of the Environment and all statutes, regulations and requirements of the Province of Ontario, the Dominion of Canada and any governmental bodies or agencies having jurisdiction. Prior to requesting any building permit, the Purchaser shall have entered into a Site Plan agreement with the City to be registered on title to the Lands at the Purchaser's expense dealing with matters subject to site plan control in accordance with the provisions of Section 41 of the Planning Act of Ontario.

4. The Purchaser shall not commence any building or other construction without the City first issuing a building permit. The City shall be entitled to refuse to issue a building permit only if the plans accompanying the application for the building permit reveal that the minimum value of the building may be less than \$100,000.00 (*per lot purchased*), and or any breach of or non-compliance with City's zoning or building by-laws or any statute or regulation or ruling of any government or governmental body or agency.
5. Any or the following shall constitute a default under this Agreement:
  - a) the failure of the Purchaser to perform or observe any of the covenants or agreements contained herein within the time or times prescribed in this Agreement.
  - b) the bankruptcy of the Purchaser.
  - c) If any default shall occur, the City shall have the right, at its option, at the time of such default or at any time thereafter when such default shall continue, to give the Purchaser notice that on a date specified in such notice, which date shall not be less than twenty-one (21) days after the giving of such notice, the Purchaser, its successors and assigns is required to re-transfer the Lands to the City for the original purchase price paid by the Purchaser to the City as evidenced by the transfer of the Lands registered on title at the Land Registry Office in Haileybury, Ontario.
  - d) In the event of default by the Purchaser under this Agreement, all legal costs and other expenses incurred by the City in connection with the re-transfer of the Lands to the City shall be the responsibility of the Purchaser. Those costs and expenses incurred in the case of a re-transfer may be deducted by the City from any amount to be paid by it to the Purchaser on such re-transfer.
6. The Purchaser consents to the registration of the Agreement on title to the Lands by the City at the Purchaser's expense by way of Notice.
7. The City agrees to postpone this Agreement to a first mortgage secured against the Lands where such mortgage is arranged for the purpose of financing the construction of the building or structures and the amount of such mortgage does not exceed the value of the buildings disclosed in the application for the building permit.
8. Any notice to be given to either party shall be sufficiently made if personally delivered or mailed by prepaid registered addressed as follows:

To the City at:  
**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario P0J 1K0  
Attn: David B. Treen, Clerk

To the Purchaser at:  
**1470739 Ontario Ltd.**  
P.O. Box 1624  
New Liskeard, Ontario  
P0J 1P0  
Attn.: Tony Hearn

In witness whereof the parties have set their hands and seals the day and year first above written.

Signed and Sealed in )  
the presence of )

Seal )  
(if applicable) )

Municipal Seal )

**1470739 Ontario Ltd.**

\_\_\_\_\_  
Darcy Hearn

\_\_\_\_\_  
Tony Hearn

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

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

**By-law No. 2016-054**

**Being a by-law to amend By-law No. 2011-148, as amended being a by-law to enter into a Funding Agreement with Industry Canada (FedNor) for the Dymond Industrial Park Expansion Project (Project No. 851-509404)**

**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** Industry Canada (FedNor) approved funds and enter into a funding agreement with the City of Temiskaming Shores through By-law No. 2011-148;

**And whereas** Industry Canada provided Amending Agreement No. 2 dated March 24, 2016 for the re-alignment of cost categories;

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

1. That Schedule "A" to By-law No. 2011-158, as amended be hereby further amended by Amending Agreement No. 2, a copy of which is hereto attached as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Industry Canada

FedNor

19 Lisgar Street  
Suite 307  
Sudbury, Ontario  
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar  
Bureau 307  
Sudbury (Ontario)  
P3E 3L4

RECEIVED  
MAR 31 2016

MAR 24 2016

Project Number: 851-509404

Mayor Carman Kidd  
Mayor  
Corporation of the City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury ON P0J1K0

Dear Mayor Kidd:

**Re: Dymond Industrial Park  
Amendment Number: 2**

As a result of your final financial claim to FedNor, a re-alignment of cost categories is required. FedNor is prepared to amend our Contribution agreement of September 29, 2011, and subsequent amendment #1 as follows:

Delete: Clause 5.1 The Minister and the Recipient hereby acknowledge that for the purposes of this Agreement, the Recipient has applied for or has received the following federal, provincial, or municipal assistance for the Project:

Northern Ontario Heritage Fund corporation (NOHFC) \$3,137,500  
City of Temiskaming Shores \$3,137,500  
Ministry on Transport Ontario (MTO) \$350,000

Substitute: Clause 5.1 The Minister and the Recipient hereby acknowledge that for the purposes of this Agreement, the Recipient has applied for or has received the following federal, provincial, or municipal assistance for the Project:

Northern Ontario Heritage Fund corporation (NOHFC) \$2,137,500  
City of Temiskaming Shores \$4,487,500



Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$2,150,000
- Supported	\$8,775,000	Other Federal	
- Not Supported		Provincial	\$3,487,500
Ineligible Costs		Municipal	\$3,137,500
		Financial Institution	
		Recipient	
		Other	
Total	<u>\$8,775,000</u>		<u>\$8,775,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Engineering & Design	\$734,000		\$734,000
Water/Sewer/Hydro/Road work	\$6,621,000		\$6,621,000
Union Gas Utility	\$120,000		\$120,000
Highway Turning lane	\$1,300,000		\$1,300,000
<b>TOTAL ELIGIBLE COSTS</b>	<u>\$8,775,000</u>		<u>\$8,775,000</u>
<u>Ineligible Costs:</u>			
<b>TOTAL INELIGIBLE COSTS</b>			
<b>TOTAL PROJECT COSTS</b>			<u>\$8,775,000</u>

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$2,150,000
- Supported	\$8,775,000	Other Federal	
- Not Supported		Provincial	\$2,137,500
Ineligible Costs		Municipal	\$4,487,500
		Financial Institution	
		Recipient	
		Other	
<b>Total</b>	<u>\$8,775,000</u>		<u>\$8,775,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Engineering & Design	\$734,000		\$734,000
Water/Sewer/Hydro/Road work	\$6,621,000		\$6,621,000
Union Gas Utility	\$155,000		\$155,000
Highway Turning lane	\$1,265,000		\$1,265,000
<b>TOTAL ELIGIBLE COSTS</b>	<u>\$8,775,000</u>		<u>\$8,775,000</u>
<u>Ineligible Costs:</u>			
<b>TOTAL INELIGIBLE COSTS</b>			
<b>TOTAL PROJECT COSTS</b>			<u>\$8,775,000</u>

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Denise Deschamps toll-free at 1-877-333-6673 ext. 3276 or 705-471-3276 in our North Bay office.

Yours sincerely,



Aime J. Dimatteo  
Director General  
FedNor

**Corporation of the City of Temiskaming Shores**

**Project Number: 851-509404**

**Amendment Number: 2**

The foregoing is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Per: \_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Title

Per: \_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Title

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2016-055**  
**Being a by-law to adopt the 2016 Municipal Budget for the City**  
**of Temiskaming Shores**

**Whereas** Section 290(1) of the *Municipal Act, 2001* (SO. 2001, c.25) provides that a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

**And whereas** Section 290(2) of the *Municipal Act, 2001* (SO. 2001, c.25) provides that the budget shall,

- a) in such detail and form as the Minister may require, set out the estimated revenues, including the amount the municipality intends to raise on all the rateable property in the municipality by its general local municipality levy; and
- b) provide that the estimated revenues are equal to the estimated expenditures;

**And whereas** Section 290(4) of the *Municipal Act, 2001* (SO. 2001, c.25) provides that in preparing the budget, the local municipality,

- a) shall provide for any operating deficit of any previous year and for the cost of the collection of taxes and any abatement or discount of taxes;
- b) may provide for taxes and other revenues that it is estimated will not be collected during the year; and
- c) may provide for such reserves as the municipality considers necessary;

**And whereas** Public Notice was provided in the Temiskaming Speaker on April 6, 2016 and April 13, 2016 being at least seven (7) days prior to the passing of the by-law in accordance with By-law No. 2004-022, as amended informing the public of its intention to adopt the 2016 Municipal Budget;

**And whereas** it is deemed necessary and expedient to adopt the capital and general operating budget for the City of Temiskaming Shores for the year 2016.

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

1. That the 2016 general levy, which the municipality intends to raise on all rateable property in the municipality, be hereby established at \$12,557,136.
2. That the 2016 Operating and Capital Budgets, attached hereto as Schedule "A", Schedule "B", Schedule "C" and Schedule "D" and forming part of this by-law, be hereby adopted, approved and authorized.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

## Schedule "A" to By-law 2016-055

### General Operations

	<b>2016 Budget</b>
<b>Revenues</b>	
Grants	4,750,638
Taxation	12,628,146
Other Revenues	4,624,911
Education	3,289,738
Enterprise Temiskaming	140,116
Business Improvement Area	74,256
<b>Total Revenues</b>	<b>\$25,507,805</b>
<b>Expenditures</b>	
Municipal Operations	15,812,779
Health & Social Services	2,732,025
Policing	2,308,732
Libraries	426,940
Education	3,289,738
Enterprise Temiskaming	140,116
Business Improvement Area	74,256
<b>Total Expenditures</b>	<b>\$24,784,586</b>
<b>Transfer to Capital</b>	<b>\$723,219</b>

**Schedule "B" to By-law 2016-055**

**Environmental Operations**

	<b><u>2016 Budget</u></b>
<b>Revenues</b>	
User Fees	3,987,083
Total Revenues	<b><u>3,987,083</u></b>
<b>Expenditures</b>	<b><u>3,464,825</u></b>
<b>Transfer to Capital</b>	<b><u><u>522,258</u></u></b>

## Schedule "C" to By-law 2016-055

### 2016 Capital Budget

	<b>Capital 2016 Budget</b>
<b>General Capital</b>	
Grants	1,670,337
Revenues	64,750
Debt	1,120,000
Transfer from Reserves	470,500
<b>Expenditures</b>	<b><u>4,048,805</u></b>
<b>Transfer from Operations</b>	<b><u><u>(723,218)</u></u></b>
	<b>Capital 2016 Budget</b>
<b>Environmental Capital</b>	
Grants	3,588,228
Revenues	100,000
Debt	1,824,341
Transfer from Reserves	152,853
<b>Expenditures</b>	<b><u>6,187,680</u></b>
<b>Transfer from Operations</b>	<b><u><u>(522,258)</u></u></b>



Schedule "D" to By-law 2016-055

Reconciliation of Tax Levy Budget to PSAB Surplus

		<u>2016 Budget</u>
	Net General Operations	723,219
	Net Environmental Operations	522,258
	Net General Capital	(723,218)
	Net Environmental Capital	<u>(522,258)</u>
	Tax Levy Budget	1
<b>Add Back:</b>	Capital Expenditures	10,236,485
	LTD Principal Repayments	593,639
		<b>10,830,124</b>
<b>Less:</b>	Transfer from Reserves	623,353
	LTD Proceeds	2,944,341
	Amortization	2,439,928
		<u><b>6,007,622</b></u>
	<b>PSAB Surplus</b>	<u><u><b>4,822,503</b></u></u>

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2016-056**

#### **Being a by-law to enter into an agreement with Pollard Highway Products Ltd. for the Supply and Application of Liquid Dust Suppressant at various locations 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** Council considered Administrative Report No. PW-020-2016 at the April 19<sup>th</sup>, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pollard Highway Products Ltd. for the Supply and Application of Liquid Dust Suppressant for consideration at the April 19<sup>th</sup>, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Pollard Highway Products Ltd. for the Supply and Application of Liquid Dust Suppressant at various locations in the City of Temiskaming Shores, at the unit prices provided in the agreement 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 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-056**

Agreement between

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

and

**Pollard Highway Products Ltd.**

for the Supply and Application of Liquid Dust Suppressant

**This agreement** made in duplicate this 19<sup>th</sup> day of April 2016.

Between:

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

(hereinafter called “the Owner”)

and

**Pollard Highway Products Ltd.**

(hereinafter called “the Contractor”)

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Supply and Application of Liquid Dust Suppressant  
Tender No. PWO-RFT-002-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2016.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the unit pricing provided in Appendix 01 of this Agreement, plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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

**Article IV:**

All communications in writing between the parties, or between them and the 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:

**Pollard Highway Products Ltd.**  
P.O. Box 280  
Harrow, Ontario  
N0R 1G0

The Owner:

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

The Director:

**The Director of Public Works**  
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’ Seal )  
(if applicable) )

Municipal Seal )

**Pollard Highway Products**

\_\_\_\_\_  
John Rounq

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-056**

Form of Agreement

Office of the Director  
Public Works  
P.O. Box 2050  
325 Farr Dr.  
Haleybury, ON P0J 1K0  
Website: [www.temiskamingshores.ca](http://www.temiskamingshores.ca)



D. Walsh  
Director of Public Works  
(705) 672-3363 Ext. 4126  
[dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)

Pollard Highway Products  
P.O. Box 280  
Harrow, ON NOR 1G0  
Attention: John Rourg

Re: Contract PWO-RFT-002-2015 – Liquid Calcium Chloride

This letter shall serve to confirm the Temiskaming District Road Supervisor's Association (TDRSA) intention to extend the above-noted contract, as per extension clause on page 20 subject to the same terms and conditions as the original contract, until November 30, 2016. The quoted unit price of the extension is .268 per litre excluding HST.

Please note that while confirming acceptance with participating municipalities, the following have indicated changes in anticipated usage for 2016... Hilliard Twp. 26,000 litres (one load), Armstrong Twp. 78,000 litres (3 loads) Charlton – Dack 52,000 (2 loads) based on average truck load size of 26,000 given a truck load size can be between 25,000 and 27,500 litres.

Please complete the bottom portion of this form and return as soon as possible, but no later than March 24th, 2016. Thank you for your prompt attention to this matter. Should you have any questions or wish to discuss this further, please feel free to call me at 705-672-3363, extension 4126.

Best regards,

Doug Walsh  
Director of Public Works

---

Check one of the following boxes, sign and return by fax or email to (705) 672-2911 or email: [dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)



I acknowledge the above information and will agree to extend the above mentioned contract and the contract prices until November 30th, 2016.

I acknowledge the above information and will agree to extend the above mentioned contract until November 30th, 2016 but at the revised contract prices hereby enclosed for consideration (please attach information including justification for a price increase).

I do not wish to extend my contract with the City.

Print Name: John RounG For Pollard Highway Products

Signed:  Dated: March 21, 2016

Please confirm your GST/HST Registration #: R104259031

**To update our files, please provide a current copy of your WSIB Certificate and Certificate of Insurance**

Office of the Director  
Public Works  
P.O. Box 2050  
325 Farr Dr  
Haileybury, ON P0J 1K0  
Website: [www.temiskamingshores.ca](http://www.temiskamingshores.ca)



D. Walsh  
Director of Public Works  
(705) 672-3363 Ext. 4126  
[dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)

Pollard Highway Products  
P.O. Box 280  
Harrow, ON NOR 1G0  
Attention: John Rong

Re: Contract PWO-RFT-002-2015 – Liquid Calcium Chloride

This letter shall serve to confirm the Temiskaming District Road Supervisor's Association (TDRSA) intention to extend the above-noted contract, as per extension clause on page 20 subject to the same terms and conditions as the original contract, until November 30, 2016. The quoted unit price of the extension is .268 per litre excluding HST.

Please note that while confirming acceptance with participating municipalities, the following have indicated changes in anticipated usage for 2016... Hilliard Twp. 26,000 litres (one load), Armstrong Twp. 78,000 litres (3 loads) Charlton – Dack 52,000 (2 loads) based on average truck load size of 26,000 given a truck load size can be between 25,000 and 27,500 litres.

Please complete the bottom portion of this form and return as soon as possible, but no later than March 24th, 2016. Thank you for your prompt attention to this matter. Should you have any questions or wish to discuss this further, please feel free to call me at 705-672-3363, extension 4126.

Best regards,

Doug Walsh  
Director of Public Works

---

Check one of the following boxes, sign and return by fax or email to (705) 672-2911 or email: [dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca)

I acknowledge the above information and will agree to extend the above mentioned contract and the contract prices until November 30th, 2016.

I acknowledge the above information and will agree to extend the above mentioned contract until November 30th, 2016 but at the revised contract prices hereby enclosed for consideration (please attach information including justification for a price increase).

I do not wish to extend my contract with the City.

Print Name: JOHN ROUNG FOR POLLARD HIGHWAY PRODUCTS

Signed:  Dated: MARCH 21, 2016

Please confirm your GST/HST Registration #: R104259031

**To update our files, please provide a current copy of your WSIB Certificate and Certificate of Insurance**

Print

<https://us-mg6.mail.yahoo.com/neo/launch?.rand=e56e4bhb4o716#9...>

**Subject:** Re: Contract extension request acceptance letter  
**From:** John (johnroung@yahoo.com)  
**To:** gwadge@temiskamingshores.ca;  
**Cc:** kpollard@pollardhighway.com; pblake@trilliumdistribution.ca;  
**Date:** Monday, March 21, 2016 2:36 PM

Please find enclosed your executed letter of extension for 2016 for calcium chloride under Contract PWO-RFT-002-2015 for members of your association.

I will notify the respective operators who are to delivery only what the municipality orders. Even if trailers hold larger quantities our operators are instructed only to load what is ordered.

Please ask your members to order only the quantity they are budgeted for since details of the contracts are not available to operators or our terminal managers. Many customers often order "truckloads" and fail to indicate the quantity they have budgeted or are in a position to accept larger loads. In your case it appears that some municipalities are limited so please ask them to specify the load size they need. We can always fit 26000 liters into a 29000 liter tanker.

I will ask our dispatch staff to monitor load sizes clearly when orders are taken so customers receive what they want. Municipalities will not be responsible for excess quantities when specified at time of order. I would ask however that if excess quantities do arrive that customers have drivers only spray the agreed amount and certainly bring the issue to our attention as soon as possible.

The extended price of 26.8 cents is the 2015 price as offered for the extension.

I have noted the volume changes for the various accounts as indicated,

I trust you can process the attached executed extension and confirm same to me.

I am asking our office staff to forward a current valid WSIB Clearance Certificate and Certificate of Insurance for your files.

Thank you for your consideration and continuing patronage.

*John Roung, General Manager*  
*Pollard Highway Products*  
Telephone 519-738-2213 wk or 1-800-2655619  
Residence 519-738-4144 Cell 519-980-5534  
Fax: 519-738-2214

alternate e-mail [jroung@pollardhighway.com](mailto:jroung@pollardhighway.com)

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

**By-law No. 2016-057**

**Being a by-law to amend By-law No. 2012-142, as amended  
being a by-law to authorize a Lease Agreement with Eric and  
Nancy Loach for the operation of the Temiskaming Shores Mini-  
Putt and the Spurline Concession for the period of January 1,  
2013 to December 31, 2017- Assign to Jacob Laforest**

**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;

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

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

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

**And whereas** Council considered Memo No. 005-2016-CS at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-142 to assign the agreement to Jacob Laforest for consideration at the April 19, 2016 Regular Council meeting;

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

1. That in accordance to Article 9.1 (d) of Schedule "A" to By-law No. 2012-142 that this agreement be assigned to Jacob Laforest as Eric and Nancy Loach have sold the business interest to Jacob Laforest.
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 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2016-058**

**Being a by-law to enter into an agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services at various locations 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** Council considered Administrative Report No. PW-018-2016 at the April 19<sup>th</sup>, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services for consideration at the April 19<sup>th</sup>, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services at various locations in the City of Temiskaming Shores, at the unit prices contained in the agreement 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 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-058**

Agreement between

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

and

**Grass King Inc.**

for the Supply and Application of Asphalt Marking Services

**This agreement** made in duplicate this 19<sup>th</sup> day of June 2016.

Between:

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

(hereinafter called “the Owner”)

and:

**Grass King Inc.**

(hereinafter called “the Contractor”)

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Supply and Application of Asphalt Marking Services  
Tender No. PWO-RFT-006-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **July 30<sup>th</sup>, 2016.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the unit pricing provided in Appendix 01 of this Agreement, plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the



Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the 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 hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Grass King Inc.**  
P.O. Box 339  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

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

**Remainder of this page left blank intentionally**

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

Signed and Sealed in )  
the presence of )

**Grass King Inc.**

Contractor’s Seal )  
(if applicable) )

\_\_\_\_\_  
President – Gus McLennan

Municipal Seal )

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to  
**By-law No. 2016-058**  
Form of Agreement



### Form of Quotation

Each FORM OF QUOTATION should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Quotation. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Quotation.

*NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.*

**Section 1 - New Liskeard working area**

QUANTITY	DESCRIPTION	2015-Unit Price	QUOTED BID PRICE
27	Accessible Parking Spots	205	\$ 5535
2	School Crossings	750	\$ 1500
5	Intersections	820	\$ 4100
18	Directional/ multi -directional Arrows	97	\$ 1746

This is Page 1 of 7 to be submitted



8	Transit Bus Stop Curbs	175	\$ 1400
Directional Arrows/ Lines at Operations Division in New Liskeard @ 200 Lakeshore Rd.		360	\$ 360

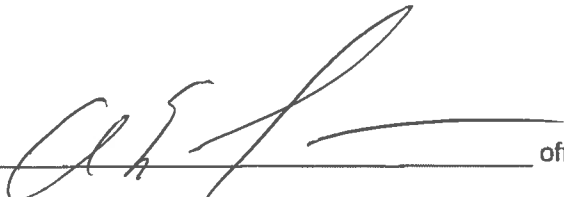
14641

**Section 2 - Haileybury working area**

QUANTITY	DESCRIPTION	QUOTED BID PRICE
16	Accessible Parking Spots	205 \$ 3280
9	Intersections	140 \$ 1260
12	Directional Arrows	97 \$ 1164
	Parking Indicator Lines , City Hall & Boat Launch (every 2 <sup>nd</sup> year starting in 2016)	\$ 750 900
1	School Crossing	750 \$ 750
3	Transit Bus Stop Curb	175 \$ 525
SUB TOTAL		23270.00
Additional Labour + Materials		H.S.T. Accessible Parking Modifications
TOTAL		

Page 2 of 7 to be submitted

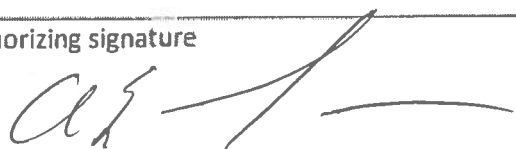


I/We  offer to supply the requirements stated within.  
the corresponding total cost of \$ \_\_\_\_\_ Tax included.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required services / equipment prior to June 24<sup>th</sup>, 2016 upon receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 22 day of MARCH 2016

Company Name <b>GRASS KING</b>	Contact name (please print) <b>Gas McHennan</b>
Mailing Address <b>Box 339 New LISKEARD Ont.</b>	Title <b>President</b>
Postal Code <b>R0S 1P0</b>	Authorizing signature <u></u> "I have the authority to bind the company/corporation/partnership."
Telephone <b>705-647-5574</b>	Fax <b>705-647-4043</b>
Cell Phone if possible <b>705-648-3464</b>	Email

Page 3 of 7 to be submitted

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

**By-law No. 2016-059**

**Being a by-law to enter into an agreement with Miller Paving Limited for the 2016 Roadway Surfacing Program 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 respond to municipal issues;

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

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

**And whereas** Council considered Administrative Report No. PW-019-2016 at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the 2016 Roadway Surfacing Program contract for consideration at the April 19, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Miller Paving for the 2016 Roadway Surfacing Program contract in the amount of \$925,500 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen





Schedule "A" to

**By-law 2016-059**

Agreement between

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

and

**Miller Paving Limited**

for the 2016 Roadway Surfacing Program

**This agreement** made in duplicate this 19<sup>th</sup> day of April 2016.

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 Documents entitled:

**Corporation of the City of Temiskaming Shores  
2016 Roadway Surfacing Program at various locations  
as outlined in Administrative Report No. PW-019-2016**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01, a copy of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **September 30<sup>th</sup>, 2016.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Nine Hundred and Twenty-Five Thousand - Five Hundred Dollars and Zero Cents (\$925,500.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the

Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the 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 hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Miller Paving Limited**  
P.O. Box 248  
704024 Rockley Road  
New Liskeard, Ontario  
P0J 1P0

The Owner

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

The Engineer:

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

**The remainder of this page left blank intentionally**

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

**Miller Paving Limited**

\_\_\_\_\_  
Estimating Manager – Britt Herd

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

Municipal Seal )

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

## **2016 Hardtop Maintenance Program**

### Lakeshore Road North

Cottage Road to Radley Hill Road - \$660,000 (plus tax)

The remaining work from Cottage Road to Radley Hill is broken up into three segments:

- A. No curbs – 4 lanes with fully paved shoulders on both sides – 265 m
- B. Curb on one side – 4 lanes with full paved shoulder on one side – 285 m
- C. Curbs on both sides – 4 lanes no paved shoulder – 385 m

Associated work related to Lakeshore Road North:

1. Repair frost heave north of Cottage Road for a distance of approx. 90 metres.
2. Milling 50 mm of exist asphalt through Sections C and 100 mm through Section A and B and Pulverizing Sections A, B and C (including fully paved shoulders on both sides) and STATO Trail.
3. Grade surface material within the pulverized area.
4. Add 50 mm Granular A through Sections A and B.
5. Placement of RAP / Grindings on Dutton Street and Cottage Road.
6. Place one lift of 50 mm Hot Laid Asphalt at a width equal to the existing paved surface through Sections A to C (including the reinstatement of STATO Trail adjacent to roadway only).

### Relocation of STATO Trail

Lakeshore Road North (Section C above) - \$165,000 (plus tax)

1. Relocate / Construct STATO Trail adjacent to back side of concrete curb through Section C as established by the City.
2. Work does not include relocation of telephone / hydro infrastructure (Est. \$25,000 by others)

### Resurface Broadwood and Wedgewood Streets – \$65,500.00 (plus tax)

Pulverizing remaining existing asphalt surfaces of Wedgewood and Broadwood Streets from Lakeshore Road to Market Street, re-grade and place 50 mm Hot Laid Asphalt at 7.0 metres wide. Sidewalk repairs by others.

### Prepare Cottage Road Base – \$35,500.00 (plus tax)

Remove existing surface, grade subbase and add granular material and regrade from Lakeshore Road to limit (+/- 225 metres in length)

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2016-060**  
**Being a by-law to appoint a Chief Building Official –**  
**Clayton Seymour**

**Whereas** Section 3 (2) of the Building Code Act, S.O. 1992, Chapter 23, requires that the Council of each municipality appoint a Chief Building Official and such Inspectors as are necessary for the enforcement of the Building Code Act, its associated Regulations and any by-laws passed there under;

**And whereas** Council passed By-law No. 2015-055 on December 1, 2015 to appoint Clayton Seymour as an Interim as Chief Building Official for The Corporation of the City of Temiskaming Shores;

**And whereas** Section 77 (c) of the *Legislation Act*, S.O. 2006, Chapter 21, Schedule F, confers authority to Council to appoint another person to an office if it is vacant or if the holder of the office is absent or unable to act;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it necessary to appoint a permanent Chief Building Official to enforce the Building Code Act, its associated Regulations and any by-laws passed there under;

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

1. That **Clayton Seymour** is hereby appointed as Chief Building Official for The Corporation of the City of Temiskaming Shores effective as of April 18, 2016.
2. That By-law No. 2015-055, being a by-law to appoint an Interim Chief Building Official is hereby repealed.
3. That this By-law shall come into force and take effect on the date of its final passing.

**Read a first second and third time and finally passed** this 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

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

**By-law No. 2016-061**

**Being a by-law to enter into a Purchase Agreement with  
Work Equipment Ltd. for the supply and delivery of a  
Trackless Sidewalk Machine c/w Boom Flail**

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

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

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

**And whereas** Council considered Administrative Report No. PW-021-2016 at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Work Equipment Ltd. for the supply and delivery of one (1) Trackless Sidewalk Machine c/w Boom Flail, as described in the response to PW-RFP-006-2016 at an upset limit of \$153,400.00 plus applicable taxes for consideration at the April 19, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into a purchase agreement with Work Equipment Ltd. for the supply and delivery of one (1) Trackless Sidewalk Machine c/w Boom Flail at an upset limit of \$153,400.00 plus applicable taxes, a copy of which is hereto attached as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2016-061**

Equipment Purchase Agreement between

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

and

**Work Equipment Ltd.**

For the supply and delivery of one (1) Trackless  
Sidewalk Machine c/w Boom Flail attachment



**This agreement** made in duplicate this 19<sup>th</sup> day of April, 2016.

Between:

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

(hereinafter called “the Owner”)

and:

**Work Equipment Ltd.**

(hereinafter called “the Supplier”)

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Provide one (1) Trackless Sidewalk Machine c/w Boom Flail attachment in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (PW-RFP-006-2016)  
Supply and Delivery of New Sidewalk Machine**

- b) Do and fulfill everything indicated by this Agreement and in the Specifications attached hereto as Appendix 01 forming part of this agreement.

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) Trackless Sidewalk Machine c/w Boom Flail attachment in the amount of One Hundred and Fifty-Three Thousand and Four Hundred Dollars and Zero cents (\$153,400.00) plus applicable taxes;
- 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 hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a

failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Supplier:

**Work Equipment Ltd.**  
55 Thunderbird Drive  
Courtland, Ontario  
N0J 1E0

Attn.: Joe Lampert

The Owner:

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

Attn.: Mitch Lafreniere

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

Signed and Sealed in )  
the presence of )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Work Equipment Ltd.**

\_\_\_\_\_  
Sales – Joe Lampert

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-061**

Form of Agreement  
Trackless Sidewalk Machine



**Scope of Work**

To supply and deliver a new side walk machine. The following is intended to be a minimum standard required for the unit proposed. A demo unit may be requested for on-site demo prior to award.

**Cab**

- cab construction shall be all steel one-man type, "ROPS" certified and bare a certification label **YES**
- cab shall have two side slide windows **YES**
- seat shall be fabric covered, air ride seat, Kneeler **YES**
- seat shall have safety switch to lock out PTO, engine run only in neutral and rear hydraulics shut down **YES**
- must have seat belt hydrostatic interlock option **YES**
- cab shall be 80 inches maximum **YES**
- three speed heater defroster with at least two floor heat vents **YES**
- two speed wipers on front and rear windows **YES**
- windshield washer front and rear windows **YES**
- outside and inside rearview mirrors **YES**
- dome light **YES**
- tractor must be equipped with hydraulic auto/run switch which controls rear hydraulic couplers when connected **YES**
- rear hydraulics shut off when tractor is stopped **YES**
- AM/FM radio **YES**
- Tilt steering with column mounted self-cancelling signal light lever **YES**
- Removable door & side panels **YES**
- Flat step for safe entry **YES**
- Be equipped with a sound barrier lining so that the reading will not exceed 80 DBA at 2500 RPM **YES**
- Interior dimensions in driver's area must be a minimum of 45" in width, 54" in height and 53" in length **YES**
- Overall length of unit shall not exceed 147" **146.5"**
- Factory installed A/C **YES**

**Engine**

- Shall be turbo charged and a minimum 115 HP at 2500 RPM **YES**
- 4 cylinder engine with no less than 276 cu. in. displacement **YES**
- Torque shall be 360 ft. lbs. at 1800 RPM minimum **YES**
- The engine shall be equipped with cold starting aid **YES**
- Block heater **YES**
- Dry air cleaner with pre-cleaner **YES**
- The engine shall be equipped with an automatic shutdown system activated from low oil pressure or high water temperature **YES**
- Shall be equipped with a warning light and buzzer **YES**



Scope (cont.)

**Engine Access**

- Side hoods shall open on hinges for ease of maintenance and daily checks **YES SIDE HOOD DOORS HINGED**
- The top hood shall open independently **YES**
- Hood panels to be 16 to 16 gauge steel **YES 14 TO 16 GAUGE**

**Cooling System**

- Please provide specifics on cooling system
- **WATER COOLED, 3 COOLERS - AIR TO AIR, HYDRAULIC OIL AND ENGINE COOLANT**
- **COOLERS ARE ENCLOSED AND SEALED TO PREVENT DIRT AND OBJECTS FROM ENTERING FINS**

**PTO**

- Please provide specifics on PTO
- **1.375 " 6 SPLINE 540 RPM, 102 HP, ELECTRIC OVER HYDRAULIC ACTUATION**
- **11.5" OVER CENTRE**

**Joystick**

- Please provide specifics on Joystick
- **SINGLE JOYSTICK WITH 8 BACKLIT MEMBRANE SWITCHES AND LED INDICATOR LIGHTS**
- **3 FLOAT POSITION SWITCHES, JOYSTICK SWITCHES COLOR CODED TO HYDRAULIC COUPLERS ON FRONT OF TRACTOR**

**Hitches**

- Consideration will be given for being able to attach existing trackless attachments with no modifications. **NO MODIFICATIONS**
- There shall be an up/down switch located between the front 2 lift cylinders to control the lift cylinders when connecting attachments. **YES**
- For safety, the switch controls the cylinders at 25% hydraulic flow rate and will not operate if anyone is present in the operator's seat. **YES**

**Fuel tank**

- Capacity: please specify 105 LITRES

**Transmission**

- Shall be hydrostatic and controlled by a single electronic foot pedal. **YES**
- Must have a built-in safety neutral switch. **YES**
- The tractor shall also be equipped with a two (2) speed transmission which provides low speed range and high speed range. **YES**

**Transmission (cont.)**

- Equipped with seat belt hydrostatic interlock  X     
YES NO



**Hydraulic System**

- The rear of tractor shall be equipped with two (2) high output couplers (10 GPM) minimum. **YES**
- Auxiliary pump shall be supplied. YES **X** or NO \_\_\_\_\_
- Two of the front couplers shall also be high output. YES **X** or NO \_\_\_\_\_
- Hydraulic functions shall be controlled by a single electronic joystick specify **YES SINGLE JOYSTICK**
- The joystick shall include the forward/neutral/reverse switch for the hydrostatic transmission. **YES**
- All hoses shall be supported and routed in such a way that wear will not occur by rubbing against sharp railings **YES**

**Axles**

- Specify **DANA 60 TYPE WITH 8 BOLT STUD PATTERN ACCEPTS CITY'S CURRENT SPARE TIRES**

**Tires and Hubs**

- Tire size LT245/75R-16 radials and manufactured in North America. **YES**
- 10.0x16 Wheels **YES**

**Brakes**

- Specify type **2.5" x 12" SHOES BENDIX TYPE**

**Electrical System**

- 12-volt DC negative ground. **YES**
- Alternator output shall be 130 amp minimum and a voltmeter in the cab to monitor charging system. **YES**
- All switches for lights, heater, wipers and ignition shall be in cab and visible to the operator at all times. **YES**
- Complete wiring harnesses shall be sealed, color coded and be routed in such a way as to protect the harnesses from shorting out. **YES**
- The following gauges must be supplied at minimum:
- Tachometer **YES**
- Hour meter **YES**
- Coolant Temperature **YES**
- Hydraulic oil temperature **YES**
- Voltmeter **YES**
- Fuel gauge **YES**
- speedometer **YES**

**Lights**

- Four (4) adjustable halogen headlights **YES**
- two (2) LED tail-lights **YES**
- combination signal lights and brake lights **YES**
- four (4) turn signal markers and 4-way flashers **YES**

**Beacon Lights**

- One (1) LED light specify type **8 GROTE OVAL STROBES PART OF A/C BRANCH GUARD**
- Light shall be mounted at rear of cab above top of window but not roof mounted. **PART OF A/C GUARD**
- One (1) amber LED flashing light facing forward center below roof line **PART OF A/C GUARD**  
**SEE ATTACHED PHOTO**



**Warranty**

- Specify **1 YEAR OR 600 HRS. PARTS AND LABOR**

**Engine Warranty**

- Specify **2 YEARS OR 2,000 HRS THROUGH CUMMINS**

**Manuals**

- One complete set of operating, parts and service manuals including attachments (if purchased) shall be supplied with the unit, including CD **YES**

**Training**

- Successful bidder shall provide operators and mechanics with information and training when unit is delivered for a minimum of 8 hours **YES**

**Attachments (to be priced separately)**

- **Blower:** 51" wide high output ribbon blower with sides and sidewalk chute **YES**
- **Blade:** one angling straight blade specify width: **60** inches **YES**
- **Sander:** one sand & salt spreader with capacity not less than ½ cu. yd. **YES**
- **Broom:** one 60" hydraulic driven scissor action power angle sweeper with ½ poly and ½ wire Bristles **YES**
- **Boom Flail:** specify width **43** inches and supply spec sheet. **YES**

**SEE ATTACHED LITERATURE**



**City of Temiskaming Shores  
PW-RFP-006-2016**

Supply and Delivery of a New Sidewalk Machine

PW-RFP-006-2016

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, **WORK EQUIPMENT LTD.**  
(Registered Company Name/Individuals Name)

Of, **BOX 244, 55 THUNDERBIRD DRIVE, COURTLAND, ON N0J-1E0**  
(Registered Address and Postal Code)

Business:

Phone Number (**519**) - **688-0370**

Fax Number (**519**) - **688-3644**

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

	Unit price	Total with HST
Price for unit (less HST)	\$ <u><b>119,900.00</b></u>	\$ <u><b>135,487.00</b></u>
Price for blower (less HST)	\$ <u><b>14,500.00</b></u>	\$ <u><b>16,385.00</b></u>
Price for Blade (less HST)	\$ <u><b>4,950.00</b></u>	\$ <u><b>5,593.50</b></u>
Price for Sander (less HST)	\$ <u><b>6,450.00</b></u>	\$ <u><b>7,288.50</b></u>
Price for Broom (less HST)	\$ <u><b>7,100.00</b></u>	\$ <u><b>8,023.00</b></u>
Price for Boom Flail (less HST)	\$ <u><b>33,500.00</b></u>	\$ <u><b>37,855.00</b></u>





**City of Temiskaming Shores**  
**PW-RFP-006-2016**  
Supply and Delivery of a New Sidewalk Machine

**NON COLLUSION AFFIDAVIT**

I/ We           **WORK EQUIPMENT LTD.**           the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed

  
\_\_\_\_\_

Company Name

          **WORK EQUIPMENT LTD.**          

Title

          **SALES**



**City of Temiskaming Shores**  
**PW-RFP-006-2016**  
Supply and Delivery of a New Sidewalk Machine

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at COURTLAND, ON this 23rd day of MARCH, 2016.

FIRM NAME: WORK EQUIPMENT LTD.

BIDDER'S AUTHORIZED OFFICIAL: JOE LAMPERT

TITLE: SALES

SIGNATURE: 

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

**By-law No. 2016-062**

**Being a by-law to amend By-law No. 2015-001 being a by-law to appoint Council Committees and Council Representatives to various Boards & Committees for the December 1, 2014 to November 30, 2018 Term of Council (Airport MSB – Public Library)**

**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. 2015-001 to appoint Council representatives to various Committees and Boards for the December 1, 2014 to November 30, 2018 term of Council;

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

1. That Schedule “A” to By-law No. 2015-001, as amended is further amended by removing Councillor **Danny Whalen** as the Council member appointed to the Earlton-Timiskaming Regional Airport Joint Municipal Services Board.
2. That Schedule “A” to By-law No. 2015-001, as amended is further amended by appointing Mayor **Carman Kidd** as the Council member appointed to the Earlton-Timiskaming Regional Airport Joint Municipal Services Board.
3. That Schedule “A” to By-law No. 2015-001, as amended is further amended by removing Mayor **Carman Kidd** as the Council member appointed to the Public Library Board.
4. That Schedule “A” to By-law No. 2015-001, as amended is further amended by appointing Councillor **Danny Whalen** as the Council member appointed to the Public Library Board.
5. That this by-law shall come into force and take effect on the date of its final passing.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of April, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2016-063**

**Being a by-law to amend By-law No. 2013-110 being a by-law to enter into a Lease Agreement with Jean Luc Dupuis for the Rental of the Don Shepherdson Memorial Arena Skate Sharpening Booth**

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

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

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

**And whereas** Council considered Administrative Report No. CS-027-2013 at the July 2, 2013 Regular Council meeting and adopted By-law No. 2013-110 being a by-law to enter into a lease agreement for the rental of the Don Shepherdson Memorial Arena Skate Sharpening Booth;

**And whereas** Council considered Memo No. 006-2016-CS at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-110 to amend the payment terms;

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

1. That the Article 2.0 of Schedule "A" to By-law No. 2013-110 be deleted and replaced with the following:

**2.0 Term and Rate**

**The term of the lease is September 1, 2013 – August 31, 2018.**

**The Operator shall pay to the City of Temiskaming Shores on a yearly basis \$1,400/year plus HST. Rent is payable to the City in seven (7) equal monthly payments from September to March.**

**The Operator shall pay hydro costs of \$280.00/year plus HST due in September of each year. A 5% increase to the hydro cost will be applied annually.**

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 19<sup>th</sup> day of April, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2016-064**

#### **Being a by-law to amend By-law No. 2015-201 being a by-law to enter into an Agreement with Larry Breault for the operation of Bucke Park Campground for the 2016, 2017 and 2018 Term**

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

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

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

**And whereas** Council considered Administrative Report No. CS-031-2015 at the October 20, 2015 Regular Council meeting resulting in the adoption of By-law No. 2015-201 being a by-law to enter into an agreement for the operation of Bucke Park Campground;

**And whereas** Council considered Memo No. 006-2016-CS at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2015-201 to amend the payment terms;

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

1. That the Article 3.0 of Schedule "A" to By-law No. 2015-201 be deleted and replaced with the following:

#### **3.0 Term and Rate**

**The term of the lease runs from October 19<sup>th</sup>, 2015 to October 19<sup>th</sup>, 2018.**

**The City shall pay the operator monthly, based on \$750/week from the second week of May to the week following Thanksgiving weekend in October for the years 2016, 2017 and 2018.**

2. That Schedule "A" to By-law No. 2015-201 be amended by adding the following article under Section 6 Provisions:

#### **6.6 Independent Operator**

**The Operator will provide the Operator's services to the City of Temiskaming Shores as an independent operator and not as an employee.**

**Accordingly:**

- **The Operator agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Operator or amounts paid by the Operator to its employees or contractors. The Operator agrees to indemnify the City from any and all claims in respect to the Company's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.**
- **The Operator agrees that as an independent operator, the Operator will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.**
- **The Operator is free to provide services to other clients so long as there is no interference with the Operator's contractual obligations to the City.**
- **The Operator has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.**

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

**Read a first, second and third time and finally passed this 19<sup>th</sup> day of April, 2016.**

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Mayor – Carman Kidd

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Clerk – David B. Treen

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2016-065**

#### **Being a by-law to amend By-law No. 2012-187 being a by-law to execute an Agreement between the City of Temiskaming Shores and Prodigal Pets operating as Temiskaming Animal Care and Control for the provision of Animal Control and Pound Services**

**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. 2012-187 being a by-law for the provision of Animal Control and Pound Services with Prodigal Pets;

**And whereas** Council considered Memo No. 006-2016-CS at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-187 to incorporate provisions related to an Independent Contractor;

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

1. That Schedule "A" to By-law No. 2012-187 be amended by adding the following article under Section 2 Provisions:

**2.5 The Contractor will provide the Contractor's services to the City of Temiskaming Shores as an independent contractor and not as an employee.**

**Accordingly:**

- **The Contractor agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor agrees to indemnify the City from any and all claims in respect to the Company's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.**
- **The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.**
- **The Contractor is free to provide services to other clients so long as there is no interference with the Contractor's contractual obligations to the City.**



- **The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.**

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 19<sup>th</sup> day of April, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2016-066**

#### **Being a by-law to amend By-law No. 2014-136 being a by-law to authorize an Agreement between the City of Temiskaming Shores and S & L Cleaning Services for the Cleaning of the Haileybury Medical Centre and the Haileybury Branch Library**

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

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

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

**And whereas** Council considered Administrative Report No. PW-035-2014 at the August 5, 2014 Regular Council meeting resulting in the adoption of By-law No. 2014-136 being a by-law for the provision of cleaning services at the Haileybury Medical Centre and Haileybury Branch Library;

**And whereas** Council considered Memo No. 006-2016-CS at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2014-136 to incorporate provisions related to an Independent Contractor;

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

1. That Schedule "A" to By-law No. 2014-136 be amended by adding the following article:

#### **15. Independent Contractor**

**The Contractor will provide the Contractor's services to the City of Temiskaming Shores as an independent contractor and not as an employee.**

**Accordingly:**

- **The Contractor agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor agrees to indemnify the City from any and all claims in respect to the Company's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.**
- **The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.**
- **The Contractor is free to provide services to other clients so long as there is no interference with the Contractor's contractual obligations to the City.**

- **The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.**

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 19<sup>th</sup> day of April, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen

## **The Corporation of the City of Temiskaming Shores**

### **By-law No. 2016-067**

#### **Being a by-law to amend By-law No. 2014-129 being a by-law to authorize the entering into a Five (5) year Lease Agreement with Patrick Canuel for the rental of the New Liskeard Service Marina**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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 Supplemental Administrative Report No. CS-016-01-2014 at the July 14, 2014 Regular Council meeting resulting in the adoption of By-law No. 2014-129 being a by-law for the lease of the New Liskeard Marina Services;

**And whereas** Council considered Memo No. 006-2016-CS at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2014-129 to incorporate provisions related to an Independent Contractor;

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

1. That Schedule "A" to By-law No. 2014-129 be amended by adding the following article to Section Three – Provisos:

#### **3.14 Independent Contractor**

**The Tenant will provide the Tenant's services to the City of Temiskaming Shores as an independent contractor and not as an employee.**

**Accordingly:**

- **The Tenant agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Tenant or amounts paid by the Tenant to its employees or contractors. The Tenant agrees to indemnify the City from any and all claims in respect to the Company's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.**
- **The Tenant agrees that as an independent contractor, the Tenant will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.**
- **The Tenant is free to provide services to other clients so long as there is no interference with the Tenant's contractual obligations to the City.**

- **The Tenant has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.**

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 19<sup>th</sup> day of April, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2016-068**

**Being a by-law to enter into an agreement with  
Rivard Bros. Ltd. for the upgrading of the shingles  
on the south side of Riverside Place – 55 Riverside  
Drive**

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

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

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

**And whereas** Council considered Administrative Memo No. 006-2016-PW at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Rivard Bros. Ltd. for the upgrading of shingles on the south side of Riverside Place at an upset limit of \$21,196.32 plus applicable taxes for consideration at the April 19, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with J.G. Fitzgerald & Sons Ltd. for the upgrading of shingles on the south side of Riverside Place at an upset limit of \$21,196.32 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of April, 2016.

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Mayor – Carman Kidd

---

Clerk - David B. Treen



Schedule "A" to

**By-law 2016-068**

Agreement between

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

and

**Rivard Bros. Ltd.**

for the upgrading of shingles on the south side of  
Riverside Place



**This agreement** made in duplicate this 19<sup>th</sup> day of April, 2016.

Between:

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

(hereinafter called "the Owner")

and

**Rivard Bros Ltd.**

(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 – Form of Agreement, forming part of this agreement;
- b) Complete, as certified by the Director, all the work by **October 31, 2016.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for upgrading of shingles on the south side of Riverside Place in the amount of Twenty-One Thousand, One Hundred and Ninety-Six Dollars and Thirty-Two Cents (\$21,196.32) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon the Director's certification in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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

**Article IV:**

All communications in writing between the parties, or between them and the Director shall be deemed to have been received by the addressee if delivered to the individual or

to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Supplier:

**Rivard Bros. Ltd.**  
P.O. Box 1551  
46 Lakeshore Road  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

The Director:

**The Director of Public Works**  
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) )

Municipal Seal )

**Rivard Bros. Ltd.**

\_\_\_\_\_  
Owner – Patrick Rivard

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2016-068**

Form of Agreement



P.O. Box 1551, 46 Lakeshore Road  
 New Liskeard, ON P0J 1P0  
 Tel: (705)647-5613

# Estimate

Date	Estimate #
23/03/2016	81

Name / Address
Mitch Laferriere

Project
City of Temiskaming Shores Riverside Place Roof 55 Riverside Drive New Liskeard, ON P0J 1P0

Qty	Description	Rate	Total
1	To upgrade shingles on south facing side to GAF Timberline Lifetime warranty shingles, remove and replace shingles on North facing side with GAF Timberline Lifetime warranty shingles and 2 rows of ice and water shield at eaves. Remove and replace North facing side drip edge with closest match possible. Includes all dumping fees. *Does not include flat roof on West end or flat roof in middle of sloped roof* HST (ON) on sales	21,196.32	21,196.32
		13.00%	2,755.52

HST No. 10459-9360-RT0001

*Thank you for the opportunity to quote!*

<b>Total</b>	\$23,951.84
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Signature \_\_\_\_\_

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

**By-law No. 2016-069**

**Being a by-law to enter into an Agreement with Ontario  
Northland Transportation Commission for Underground Pipe  
Crossing – Niven Street South at King Street**

**Whereas** Section 8 of the Municipal Act, 2001 states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

**And whereas** Section 9 (1) of the Municipal Act, 2001 interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate;

**And whereas** in accordance with Section 130 of the Municipal Act, 2001 Council may pass such by-laws of the municipality in matters not specifically provided for by the Act, as may be deemed expedient and not contrary to law;

**And whereas** Council considered Memo No. 007-2016-PW at the April 19, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Underground Pipe Crossing Agreement with Ontario Northland Transportation Commission for a watermain at the Niven Street South railway crossing for consideration at the April 19, 2016 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to execute an agreement with Ontario Northland Transportation Commission for underground pipe crossing, 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.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of April, 2016.

---

Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law No. 2016-069**

Agreement between

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

and

**Ontario Northland Transportation Commission**

Licence – Underground Pipe Crossing  
Niven Street South

**AGREEMENT** made in duplicate this                      day of                      2016

**BETWEEN:**

**ONTARIO NORTHLAND TRANSPORTATION COMMISSION**  
(hereinafter referred to as "ONTC")

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
(hereinafter referred to as the "Licensee")

**OF THE SECOND PART**

<b>LICENCE - UNDERGROUND PIPE CROSSING</b>
--

**WHEREAS** ONTC is the owner of certain lands comprising a railway right-of-way located in the District of Temiskaming, in the Province of Ontario, more particularly described as Mileage 106.2 Temagami Subdivision.

**AND WHEREAS** ONTC has been requested by the Licensee to provide space in order to place, maintain, replace, repair and use its underground pipe equipment under the lands or other property (the "Lands") in the location and manner more particularly described in Schedule "A" (O.N.Rail Infrastructure Plan A-6408) attached hereto and forming a part of this Agreement.

**IN CONSIDERATION OF** the recitals and the provisions contained in this Agreement, the parties agree as follows:

**1.     LICENCE**

Subject to the terms and conditions of this Licence, ONTC hereby grants a Licence to the Licensee to place, maintain, replace, repair and use the underground pipe equipment under the Lands at Mileage 106.2 Temagami Subdivision and for such purpose to take or permit to be taken upon the Lands (subject to the prior written approval of ONTC) such machinery, equipment, materials and workmen as may be desirable in that behalf, upon the terms and conditions hereinafter contained.

## **2. TERM**

The term of this Licence Agreement shall be for a period of sixty (60) months commencing on the 1<sup>st</sup> day of April, 2016, and terminating on the 31<sup>st</sup> day March, 2021, subject to the provisions for termination hereinafter contained and this Agreement shall be automatically extended for additional twelve (12) month periods unless either party gives the other party written notice of termination at least thirty (30) days before the expiration of the initial or renewal term as the case may be.

## **3. CONSIDERATION**

- (a) During the first year of this Agreement the Licensee shall pay to ONTC an annual base licence fee of Five Hundred (\$500.00) Dollars, plus applicable taxes, payable in advance. Each year thereafter the annual licence fee payable will be increased by the amount of two percent (2.0%) and will be due and payable on the anniversary date of this Agreement.
- (b) Upon execution of this Agreement the Licensee agrees to pay to ONTC the following one-time fees: (i) document preparation fee of Seventy-five Dollars (\$75.00), plus applicable taxes; (ii) engineering fee of One Hundred and Fifty-Five Dollars (\$150.00), plus applicable taxes.
- (c) In addition, the Licensee agrees to pay to ONTC: (i) all engineering and operations costs related to the placing, maintenance, replacement, repair and use of the underground pipe equipment, which costs include, but are not limited to, flag protection, track repairs and field work cleanup and field inspection in an amount to be determined by ONTC, and (ii) all engineering and operations costs incurred by ONTC with respect to the decommissioning of the underground pipe equipment, including but not limited to any costs incurred with respect to the removal of the underground pipe equipment or to approve an environmental exit plan.
- (d) ONTC shall submit an account for the cost and expenses incurred on behalf of the Licensee which the Licensee shall pay within thirty (30) days of receipt thereof.
- (e) The Licensee shall reimburse ONTC for any taxes, rates, charges, duties and assessments levied in respect of the Licensee's use of the Lands including in respect of the business of the Licensee on the Lands and paid by ONTC. ONTC shall submit an account therefore to the Licensee which the Licensee shall pay within thirty (30) days of the date thereof.
- (f) Payment of any amount due under this Licence shall be made by the Licensee to "Ontario Northland Transportation Commission" by cheque mailed to ONTC at the



address set forth for Notice in Section 13 or at such other address and to such other person as ONTC may direct the Licensee in writing.

4. **EXCLUSION OF WARRANTY, WAIVER OF LIABILITY AND INDEMNITY**

- (a) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES AND CONDITIONS EXPRESSLY SET OUT IN THIS AGREEMENT, ONTC HEREBY EXCLUDES ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (b) NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, ONTC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF REVENUE OR PROFIT OR DAMAGES RESULTING FROM INTERRUPTION OF SERVICE OR TRANSMISSION. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE OR LOSS, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER ONTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) The Licensee shall waive and hereby waives against ONTC and ONTC's officers, directors, employees, agents, representatives and contractors, any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement and for any injury to or death of any person or for any loss of or damage to any property belonging to the Licensee or its employees, servants, agents, invitees, licensees, contractors or visitors unless caused by the gross negligent act or omission of ONTC, its officers, directors, employees, agents, representatives and contractors.
- (d) Licensee shall indemnify, defend and hold harmless ONTC and Ontera, and their respective officers, directors, employees, agents, representatives and contractors (separately and collectively the "Indemnitees") from all damages, losses, liabilities, costs and expenses (including reasonable legal fees) in connection with any claim, demand, settlement, action or proceeding (each a "Claim"):
  - (i) That arises from or is caused by breach of this Agreement;
  - (ii) That arises from or is caused by any wilful or negligent act or omission of the Licensee, or persons acting under its direction or control (including contractors and independent contractors);

- (iii) That arises from or is caused by injury to or death to persons or damage to property; and
  - (iv) That arises in connection with the matters described in Section 7, unless such Claim is caused by the gross negligent act or omission of the Indemnitees. ONTC may participate, at its expense, in the defense or settlement of any Claim with counsel of its own choice on a non-controlling basis. Licensee shall not enter into any settlement that does not contain an unconditional release of the Indemnitees without obtaining ONTC's prior written consent, which shall not be unreasonably withheld or delayed.
- (e) Without limiting the generality of the foregoing Section 4(d), the Licensee shall make full and complete compensation for any damage caused to property of any other user of ONTC's Lands by the Licensee's act or omission or that of any of its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible or for damage attributable to the equipment owned or operated by the Licensee, its officers, employees, servants, agents, contractors or invitees or those for whom it is at law responsible.
- (f) Licensee shall be solely responsible for its employees throughout the term of this Agreement, including ensuring that all required employer filings, contributions, deductions and payments are made and remitted with respect to the Ontario Workplace Safety and Insurance Act. Without limiting the generality of the foregoing, Licensee covenants, warrants and represents that it has obtained and will maintain any health, medical, disability or similar insurance that Licensee deems advisable, but in any event not less than that amount of insurance as would be customary, prudent and reasonable in Licensee's industry. Licensee shall indemnify, defend and hold harmless ONTC, its officers, directors, employees, contractors, agents, representatives, successors and assigns, from all claims, demands, settlement, action or proceeding, arising from any health, medical disability or similar claims which Licensee or any of Licensee's officers, directors, employees, contractors, representatives or agents may have during or after the term of this Agreement.

## 5. INSURANCE

Licensee shall, at its own expense, obtain and maintain in full force and effect, throughout the entire term of this Agreement, the following insurance policies:

- i) Commercial General Liability insurance to a policy limit of at least five million dollars (\$5,000,000) in primary and umbrella/excess liability policy including but not limited to bodily injury, property damage, personal injury, product liability, tenants legal liability, contractual liability, owners and contractors protective, contingent employer's liability, non-owned

automobile liability, cross liability and severability of interest clause. The policy shall contain a waiver of subrogation in favor of ONTC and shall include **Ontario Northland Transportation Commission** as an additional insured.

- ii) All risks property insurance for not less than full replacement cost value of the equipment and personal property. The policy shall contain a waiver of subrogation in favor of ONTC.
- iii) Automobile Liability insurance with respect to owned or leased vehicles, having a policy limit of at least two million dollars (\$2,000,000) inclusive per occurrence.

Licensee shall provide to ONTC a certificate(s) of insurance, as well as renewal certificates thereafter for the duration of the Agreement, evidencing that the required coverages are in full force and effect before the commencement of the Agreement, and such certificates shall contain a provision to the effect that the insurance policies cannot be cancelled without providing ONTC with at least thirty (30) days prior written notice.

## **6. OPERATIONAL REQUIREMENTS**

- (a) The Licensee shall not interfere with ONTC's operation, maintenance or use of its right-of-way. The Licensee shall ensure that there are no obstructions, visual or otherwise, which may impede the use and view of persons using the right-of-way and track. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ONTC SHALL HAVE THE PARAMOUNT RIGHT AT ALL TIMES TO ITS TRACKS, RIGHT-OF-WAY AND LANDS AT THE CROSSING, AND THE LICENSEE SHALL NOT ENTER UPON OR OTHERWISE HAVE ACCESS TO THE LANDS AT ANY TIME OR FOR ANY REASON WITHOUT THE PRIOR WRITTEN CONSENT OF ONTC. LICENSEE SHALL EXERCISE THE GREATEST CARE IN THE USE OF THE LANDS AND SHALL REQUIRE ALL OTHERS PERMITTED HEREUNDER WHO HAVE ACCESS TO THE LANDS TO ALSO EXERCISE THE GREATEST CARE IN THE USE OF THE LANDS.
- (b) In exercising any rights or performing any obligations under this license, the Licensee shall observe and carry them out in accordance with:
  - (i) The terms of this Agreement;
  - (ii) All applicable statutes, regulations and by-laws of the local municipality, the Province of Ontario and of Canada;
  - (iii) All applicable standards, codes and requirements of all governmental authorities, boards and commissions having jurisdiction over the ONTC or the Licensee, or the Lands or any activities conducted thereon;
  - (iv) All generally accepted standards, codes and requirements in Licensee's industry, where applicable;

- (v) All applicable standards, codes and requirements set out in Licensee's own internal policies and requirements;
- (vi) All applicable standards, codes and requirements imposed by ONTC;
- (vii) Recognized good engineering practice and in a professional and workmanlike manner;
- (viii) All instructions, directions, orders and requirements of any on-site ONTC personnel and on-site Ontera personnel as the case may be; and
- (ix) All applicable rules and requirements of ONTC established in future and for which ONTC has provided Licensee written notice thereof;

(which Sections (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), and (ix) above are separately and collectively referred to as the "Standards") and the Licensee shall cause its employees, contractors, subcontractors, agents and representatives to also comply with the Standards. In the event of any conflict or discrepancy between any of the Standards, then the higher and more stringent Standard shall apply. Licensee acknowledges that this provision is not intended to disclaim Licensee's obligations to exercise its rights and perform its obligations without negligence, and the obligation of the Licensee to follow the Standards does not relieve the Licensee from carrying out its rights and obligations herein to a more stringent, higher standard where it is reasonable to do so under the circumstances.

- (c) Any installations, maintenance or changes to the Licensee's equipment or facilities on the Lands must first meet the requirements and approval of ONTC. The Licensee shall ensure that the underground pipe equipment is constructed, maintained, replaced, repaired and used according to the drawings and plans approved by ONTC, and the Licensee shall not make any changes to such drawings or plans or to the underground pipe equipment without the written approval of ONTC. When required by ONTC, the Licensee shall submit to ONTC a copy of any licence to place, maintain, replace, repair, and use such installation required by the appropriate governmental authorities.
- (d) The Licensee hereby acknowledges the presence of Ontera buried fibre optic cable in the area of the crossings. The Licensee agrees that it will not commence any digging on ONTC Lands without first contacting Ontera (1-888-566-8372) and arranging to have Ontera complete a cable locate.
- (e) The underground pipe equipment of the Licensee shall be placed and afterwards maintained, replaced, repaired, used, and decommissioned at the sole cost and expense of the Licensee. The Licensee shall perform its work in accordance with Section (6) (b), and without limiting the generality of the foregoing, the Licensee shall ensure that: (i) any underground pipe equipment does not collapse, rupture, or break apart during use, and (ii) subject to Section 7, there is no contamination of the soil of the Lands as a result of

the installation, maintenance, replacement, repair, use, or decommissioning of the underground pipe equipment.

- (f) The Licensee agrees that before any work is performed in connection with the underground pipe equipment (other than the decommissioning of the underground pipe equipment) or supporting structure on, across or under the Lands or other property owned or controlled by ONTC, the Licensee shall give to ONTC and Ontera at least 48 hours prior notice thereof in writing which notice shall request access to the Lands for the purposes of such work and shall include the estimated number of hours required and the proposed timetable. ONTC shall be entitled to control all access to the Lands and appoint an inspector to see that the work is performed in such a manner as shall in all respects comply with this Agreement. No work shall at any time be done in such a manner as to obstruct or delay or in any way interfere with the operation of the trains, traffic or business of ONTC or any company using the works of ONTC including, but not limited to the cable of Ontera. Licensee shall perform any work in accordance with the dates approved by ONTC. Licensee shall advise ONTC in writing as to any delays being encountered, the reasons therefor, the action being taken to recover from such delays, and any effect which such delays may have upon time estimates. Licensee shall endeavour to prevent any further or similar delays and Licensee agrees to cooperate and consult with ONTC as well as such consultants and advisors as requested by ONTC.
- (g) If ONTC at any time desires or is ordered by any authority having jurisdiction to make any changes in ONTC's tracks, structures or the Lands or other property then the Licensee shall, cooperate with ONTC as is reasonably required by ONTC, in effecting such change, including but not limited to identification of the underground pipe location(s). ONTC shall not be liable for any loss, cost or expense incurred by Licensee as a result of such change or otherwise with respect to such cooperation by Licensee. In the event that such changes in ONTC's tracks, structures or the Lands or other property would, in the opinion of ONTC, necessitate the moving or alteration of the Licensee's equipment or any part thereof, or should it be found necessary by ONTC in order to protect tracks, structures or the Lands or other property to make any changes in the location or construction of the Licensee's equipment, the Licensee shall at its own risk and expense to the entire satisfaction of ONTC, perform all such work of moving or alteration as may be deemed necessary within three (3) months of written notice to do so. Should the Licensee fail to perform such work of moving or altering within the time specified ONTC shall have the right to do or to have such work done, including but not limited to third party engineering and inspections work, and the Licensee shall pay ONTC the cost of such work forthwith on demand and all the provisions of this Agreement shall apply to the said underground pipe equipment in its changed condition or location. Should ONTC perform such work or have such work done, then without limiting the generality of Sections 4(b) and (f), the Licensee acknowledges and agrees

that ONTC and any director, officer, employee, agent, representative or contractor of ONTC shall not be liable for any loss of or damage to any property or equipment of the Licensee or any third party, or any cost or expense related thereto, even if caused by the negligent act or omission of ONTC or those for whom ONTC is in law responsible.

- (h) Licensee further acknowledges and agrees that Licensee's work in placing, maintaining, repairing, replacing, using or decommissioning the underground pipe equipment may include providing advice and recommendations requiring decisions to be made by ONTC or Ontera. Licensee understands that ONTC and Ontera are making such decisions based on the advice and recommendations of Licensee, and any decision by ONTC or Ontera is not intended to disclaim Licensee's obligation to perform its work and provide advice and recommendations without negligence and in accordance with the Standards.
- (i) Notwithstanding anything to the contrary in Section 6, the Licensee shall not have automatic, immediate and unimpeded access to maintain repair and alter its works and installations (collectively the "Installation") even if a condition arises where the reliability of the Installation, integrity of the Installation or the safety to the public, the Licensee's contractor or employees is at risk ("Emergency"). For clarity, the Licensee acknowledges and agrees that: i) safety is a prime concern and that flagging protection is required at all times; and that ii) the Licensee must provide ONTC with advance notice of any requirement for flagging protection; iii) the Licensee shall not at any time or for any reason conduct maintenance, alterations or repairs on, over or under the Lands without providing ONTC the notice required herein; iv) in case of an emergency involving public safety, ONTC will cooperate with the Licensee on a priority basis, and v) ONTC assumes no responsibility or liability whatsoever under any circumstances for the Licensee's unauthorized use of the Lands.

## 7. Environmental Obligations

Throughout the term of the Licence, the Licensee is required to comply with all applicable Environmental Laws, practice good environmental stewardship and carry out the following obligations.

The Licensee shall:

1. Conduct its own due diligence to confirm the condition of the Lands and surrounding area. **If required by ONTC, Licensee shall conduct a baseline environmental site assessment;**
2. Ensure the Lands are suitable for the intended use;

3. Comply with all Environmental Laws<sup>1</sup>;
4. Be solely responsible for the cost of any work required to ensure the Lands and its activities thereon comply with Environmental Laws;
5. Not use Hazardous Substances<sup>2</sup> on the Lands except in strict compliance with Environmental Laws and as required as part of its normal activities;
6. Not release or permit any other person to release Hazardous Substances on the Lands, onto any adjacent lands, groundwater or surface water;
7. Give the ONTC a copy of any environmental test, study or audit it receives within 30 days of receipt;
8. Immediately notify the ONTC, in writing, if any Hazardous Substances are released on the Lands or on a neighbouring property;
9. Prepare a corrective action plan and give it to the ONTC for its approval regarding any violation of Environmental Laws or any release of Hazardous Substances;
10. Immediately carry out any corrective action plan approved by the ONTC;
11. Conduct an environmental site assessment of the Lands, upon notice of the termination of the Licence (including soil and groundwater sampling if recommended by the qualified professional). This "Termination Baseline" report shall be given to the ONTC in draft to review and comment before it is finalized and the ONTC is to have reliance on such report;
12. If the Termination Baseline report identifies conditions that arose during the term of the Licence, the Licensee must, at its own cost, remove these impacts and return the Lands to the condition they were in at the beginning of the Licence;
13. Pay for all costs incurred by the ONTC while conducting any remediation work the Licensee fails to complete plus 15 percent for administrative and overhead expenses within ten days of receiving an invoice from the ONTC;
14. Pay and be liable for any remedial work carried out by a public authority or third party with respect to environmental conditions that arose during the term of the Licence;
15. Provide a cash deposit, letter of credit or other specified security equivalent to the costs of any outstanding remedial work if required by the ONTC;

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<sup>1</sup> "Environmental Laws" means all applicable federal, provincial, territorial, municipal and local laws, statutes, ordinances, by-laws and regulations, judgments, decrees, common laws and principles thereof, and orders, directives and decisions rendered or issued by any governmental authority relating to Hazardous Substances or the protection of human health, natural resources or the environment.

<sup>2</sup> "Hazardous Substances" means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, petroleum and petroleum products, polychlorinated biphenyls ("PCB"), chlorinated solvents and asbestos.

16. Indemnify the ONTC for any conditions, costs (including legal and consulting fees), expenses, damages, losses, liabilities, claims, penalties, fines, causes of action or demands which may arise from:
- (a) any environmental conditions arising on, in, under or from the Lands during the term of the Licence;
  - (b) the Lands not being suitable for use by the Licensee; or
  - (c) any breach by or obligation of the Licensee under the Licence or any breach of Environmental Laws; and

Continue to be bound by the environmental obligations under the Licence even after the end of the Licence.

## **8. USE**

It is expressly stipulated and agreed that the Lands shall be used only for the purposes of allowing the Licensee to place, maintain, replace, repair and use its underground pipe equipment under the Lands.

## **9. DECOMMISSIONING**

- (a) Should the Licensee no longer require the use of its underground pipe equipment then the Licensee shall, at its sole risk and expense, decommission the installation.
- (b) Upon the expiration or early termination of this Agreement, the Licensee shall, at its sole risk and expense, decommission its underground pipe installation. The Licensee agrees that if, upon the expiration or early termination of this Agreement, it has not decommissioned its installation within a reasonable time in the opinion of ONTC, then ONTC may effect such decommissioning, at the sole risk of the Licensee, at the Licensee's expense.
- (c) Licensee shall perform the decommissioning to the satisfaction of ONTC and without limiting the generality of the foregoing, the Licensee shall leave the Lands in a condition acceptable to ONTC.
- (d) Decommissioning shall be carried out in such a manner so as not to interrupt the use of the Lands by ONTC or other users, including but not limited to the operation, maintenance or use of the right-of-way by ONTC or the operation, maintenance or use of any cable by Ontera.



- (e) Prior to decommissioning, the Licensee shall give at least ninety (90) days prior written notice to ONTC and Ontera of the time of such decommissioning and request access to the Lands for the purposes of such decommissioning. Licensee shall perform any work in accordance with the dates approved by ONTC. Licensee shall advise ONTC in writing as to any delays being encountered, the reasons therefor, the action being taken to recover from such delays, and any effect which such delays may have upon time estimates. Licensee shall endeavour to prevent any further or similar delays and Licensee agrees to cooperate and consult with ONTC as well as such consultants and advisors as requested by ONTC.
- (f) The Licensee agrees to reimburse ONTC and Ontera for their reasonable costs and expenses incurred with respect to the decommissioning of the underground pipe equipment.
- (g) The Licensee shall submit to ONTC: (i) a copy of any license to decommission the underground pipe installation required by appropriate governmental authorities, and (ii) where required by ONTC or Ontera, detailed drawings with cross-sectional views and plans showing the then current location of the underground pipe equipment.

## 10. **TERMINATION**

- (a) Either ONTC or the Licensee may at any time during the term hereof terminate this Agreement by giving the other party not less than sixty (60) days prior written notice of termination and any amounts payable hereunder shall be apportioned to the date of termination.
- (b) If the Licensee shall be in default or breach in respect of any condition or provision of this Agreement or shall fail to pay any amounts due hereunder, and the Licensee fails to correct such breach or default within thirty (30) days after receiving written notice from ONTC specifying the breach or default and requiring that such breach or default be remedied, this Agreement shall terminate forthwith upon the expiry of the thirty (30) days.
- (c) It is agreed between the parties that in the event that the location of the installed equipment is damaged or destroyed or that it can no longer be used for the purposes under this Agreement, the Agreement may be terminated by either party forthwith by written notice and any amounts payable hereunder shall be apportioned to the date of such damage or destruction.

**11. ASSIGNMENT**

The rights contained in this Agreement may not be transferred, assigned or disposed of in any manner whatsoever without ONTC's prior written consent.

**12. RELATIONSHIP**

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein, nor any of the acts of the parties shall create any relationship between the parties other than that of Licensor and Licensee as described in this Agreement.

**13. NOTICE**

Any notice required by this Licence Agreement shall be in writing and shall be deemed to have been sufficiently given sent by personal delivery, facsimile, e-mail or by prepaid courier or registered post addressed to ONTC to:

Vice President Rail  
555 Oak Street East  
North Bay, ON P1B 8L3

and addressed to the Licensee to:

325 Farr Drive  
P.O. Box 2050  
Haileybury ON P0J 1K0

Such notice shall be deemed to have been received on the date of which it was delivered or sent by facsimile, e-mail or if mailed by post, on the fifth (5<sup>th</sup>) business day following the date of mailing. Any party may change its address for the purpose of this Section 13 by giving ten (10) business days prior written notice of such change to the other party in the manner set out above. In the case of the interruption or anticipated interruption in the mail service in which case such notice shall be given by personal delivery or facsimile or e-mail or pre-paid courier.

**14. OVERHOLDING LICENCE**

If at the expiration of the term or other termination hereof the Licensee continues to use the crossing with or without the consent of ONTC and without any further written agreement, the Licensee shall become a licensee from month to month with each party having the ability to terminate the Agreement upon thirty (30) days written notice to the other and no other licence shall be created by implication of law or otherwise and the licence fee reserved hereunder (which shall be a monthly rental equal to the product of the most recent annual base licence fee multiplied by 0.125) shall be paid on the first day of each month during such overholding and such month to month licence shall otherwise be subject to all other terms of this Licence as are applicable thereto.

**15. GOVERNING LAW**

This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

**16. SURVIVAL**

The provisions of Sections 3(c), 3(e), 3(f), 4, 6(a), 6(b), 7, 9, 12, 13, 14, 15, 16, 17 18, and 19 shall survive the expiration or early termination of this Agreement.

**17. WAIVER**

No provision hereof shall be deemed waived, unless such waiver is in writing signed by the party to be charged with such waiver, and a waiver of any provision in one instance shall not be deemed as a waiver in any other instance.

**18. SUCCESSORS**

Subject to Section 11, this Licence Agreement and the covenants, provisions and obligations herein contained shall enure to the benefit of and be binding upon the Licensee, its successors and assigns.

**19. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes any and all prior agreements, negotiations, representations and understandings whether written or oral between the parties. This Agreement may not be released, supplemented or modified in any manner except by a further written agreement signed by a duly authorized officer or representative of each of the parties.

**IN WITNESS WHEREOF** the said parties hereto have signed these presents and affixed their respective seals under the hands of their respective officers duly authorized in that behalf.

**SIGNED, SEALED and DELIVERED**

in the presence of:

**ONTARIO NORTHLAND  
TRANSPORTATION COMMISSION**

per \_\_\_\_\_  
John Thib, Vice President Rail

\_\_\_\_\_  
Geoff Cowie, Secretary

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

per \_\_\_\_\_  
Name:  
Title:

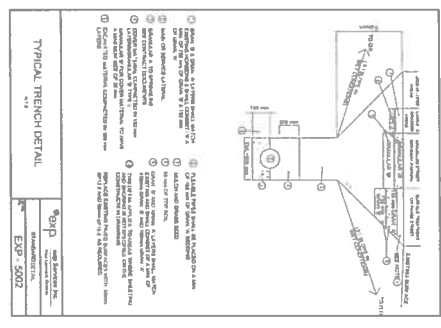
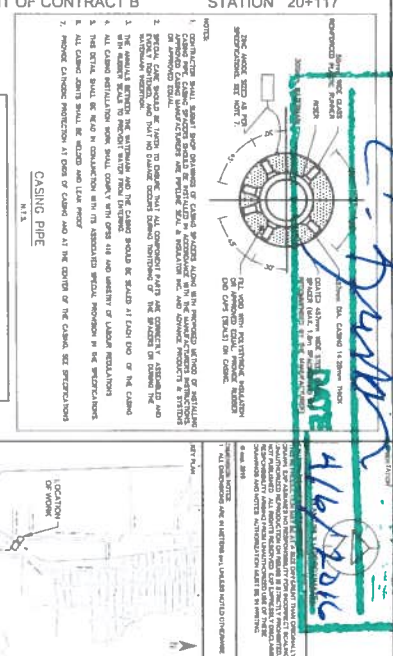
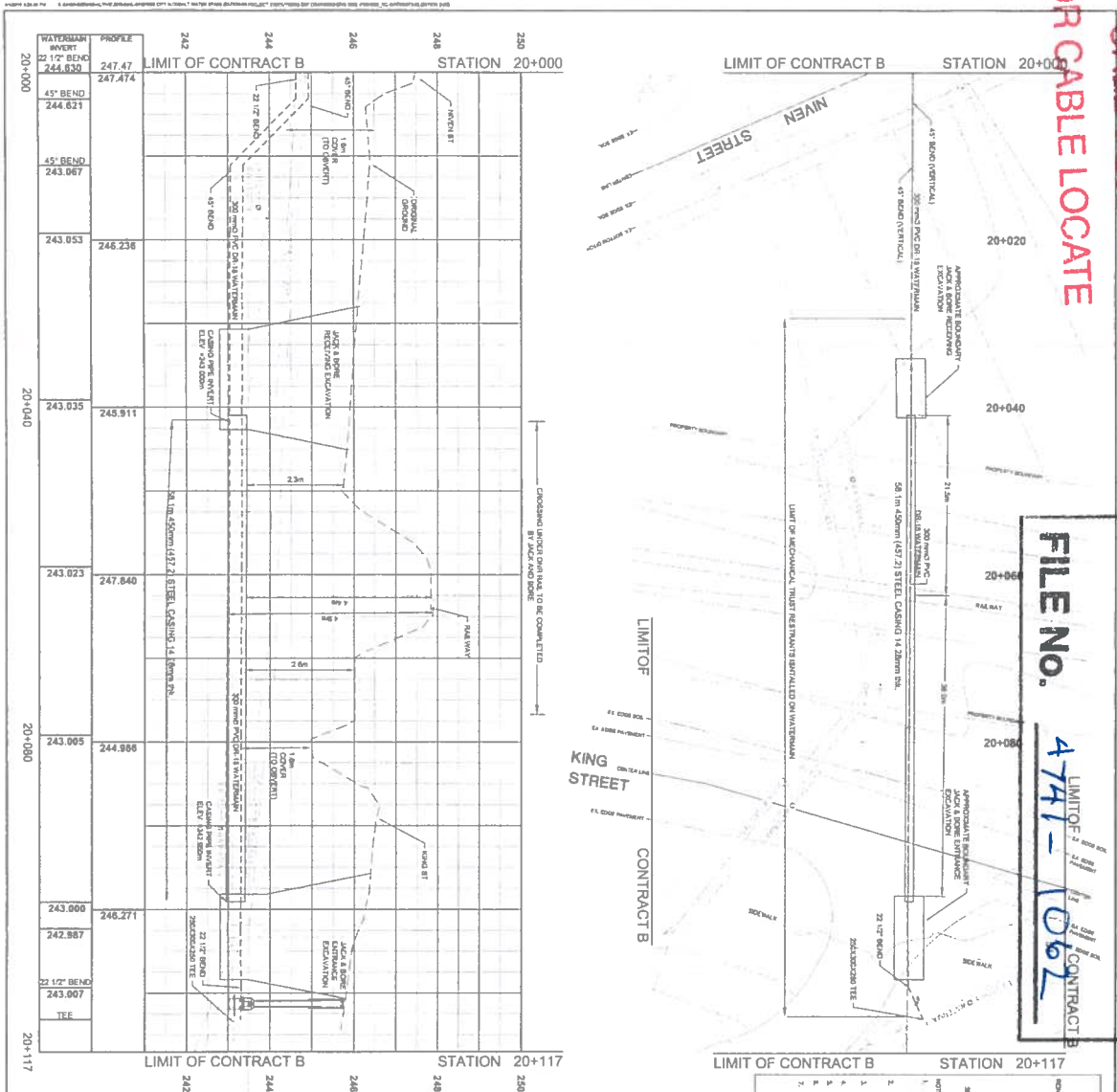
\_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the corporation.

**CAUTION**  
 ONTARIO BURIED FIBRE OPTIC  
 CABLE CALL 1-888-566-8372  
 FOR CABLE LOCATE

PLAN No. A-6408  
 M.P. 106.20 TSD  
 FILE No. 4741-1062

Schedule "A"



**DESIGN OF PIPE CROSSING CONFORMS TO TRANSPORT CANADA STANDARDS RESPECTING PIPELINE CROSSINGS UNDER RAILWAYS**

NO.	REVISION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	2011-11-15	J. SMITH	M. JONES
2	REVISED PER COMMENTS	2011-11-15	J. SMITH	M. JONES
3	REVISED PER COMMENTS	2011-11-15	J. SMITH	M. JONES
4	REVISED PER COMMENTS	2011-11-15	J. SMITH	M. JONES
5	REVISED PER COMMENTS	2011-11-15	J. SMITH	M. JONES
6	REVISED PER COMMENTS	2011-11-15	J. SMITH	M. JONES
7	REVISED PER COMMENTS	2011-11-15	J. SMITH	M. JONES
8	REVISED PER COMMENTS	2011-11-15	J. SMITH	M. JONES
9	REVISED PER COMMENTS	2011-11-15	J. SMITH	M. JONES
10	REVISED PER COMMENTS	2011-11-15	J. SMITH	M. JONES

**exp.**  
 EXP. 5002  
 PROJECT TITLE: NORTH COBALT WATER STABILIZATION  
 PROJECT NO.: NWL-01801003  
 CLIENT: GORGORATION  
 48 St. Vincent St. of  
 TEMISKAMING SHORES  
 NORTH COBALT WATER STABILIZATION  
 SCALE: AS SHOWN  
 DRAWN: J. SMITH  
 CHECKED: M. JONES  
 DATE: 01-15-10-17  
 PROJECT NO.: NWL-01801003

**ONTARIO NORTHLAND**  
 RAIL SERVICES  
 ENGINEERING DEPARTMENT  
**APPROVED**  
 DATE: 4/6/2011

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

**By-law No. 2016-070**

**Being a by-law to confirm certain proceedings of Council of  
The Corporation of the City of Temiskaming Shores for its  
its Regular meeting held on April 19, 2016**

**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 **April 19, 2016** 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 19<sup>th</sup> day of April, 2016.

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Mayor – Carman Kidd

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Clerk – David B. Treen