

## The Corporation of the City of Temiskaming Shores Regular Meeting of Council Tuesday, December 15, 2015 6:00 P.M.

#### City Hall Council Chambers – 325 Farr Drive

### <u>Agenda</u>

- 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. <u>Review and adoption of Council Minutes</u>

#### Draft Motion

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

- a) Regular Meeting of Council December 1, 2015
- b) Special Budget Meeting of Council December 8, 2015

#### 7. <u>Public Meetings pursuant to the Planning Act, Municipal Act and other</u> <u>Statutes</u>

- 7.1. Amendments to Procedural By-law No. 2008-160
- **Purpose:** To consider proposed amendments to Procedural By-law No. 2008-160.

### 8. <u>Question and Answer Period</u>

### 9. <u>Presentations / Delegations</u>

### 10. Communications

- a) G. Douglas Walsh, Director of Public Works City of Temiskaming Shores
   Re: Response to Mrs. Mary Bond Sidewalk condition (Church Street)
   Reference: Received for information
- b) Heads Up Alert Ontario Good Roads Association
  - **Re:** Provincial Government denies local land transfer tax to cities outside Toronto

Reference: Received for information

c) Linda Williamson, Director of Communications – Office of the Ombudsman of Ontario

Re: Expansion of Ombudsman's jurisdiction to municipalities

Reference: Received for information

- d) Mayor Carman Kidd City of Temiskaming Shores
  - **Re:** Response to Rate Payers Association Presentation at November 3, 2015 Regular Council meeting

Reference: Received for information

- e) Mayor Carman Kidd City of Temiskaming Shores
   Re: Letter to Ministry of Natural Resources & Forestry Spring Bear Hunt
   Reference: Received for information
- f) Mark Cripps Minister's Office Ministry of Municipal Affairs and Housing
   Re: Ontario Passes Legislation to Promote Smart Community Growth
   Reference: Referred to Senior Staff
- g) The Honourable Bob Chiarelli Minister of Energy
   Re: The Energy Statute Law Amendment Act, 2015 (Bill 135)
   Reference: Received for information
- h) Janice Dupuis, Deputy Clerk Municipality of West Nipissing
   Re: Request for Support Stabilizing Hydro Rates
   Reference: Motion under New Business
- Nancy Plumridge, President LAS
   Re: LAS Natural Gas Program 2013/14 Reserve Fund Rebate
   Reference: Received for Information

- j) Linda Horn, Area Coordinator Heart & Stroke Foundation
   Re: Big Bike Fundraising Program Temiskaming Shores May 3, 2016
   Reference: Referred to Senior Staff / Recreation Committee
- k) Gus Charpentier & Mavis Smith Barking Barn Boarding and Rescue

**Re:** Request for Donation – Surplus Building – Murray Daniels Park

Reference: Referred to Manager of Physical Assets

#### Draft Motion

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

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

#### Draft Motion

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

a) Minutes of the Temiskaming Shores Police Services Board meeting held on December 7, 2015.

#### 12. <u>Committees of Council – Internal Departments</u>

#### Draft Motion

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

a) Minutes of the Recreation Services Committee meeting held on November 10, 2015.

#### 13. <u>Reports by Members of Council</u>

#### 14. Notice of Motions

#### 15. <u>New Business</u>

#### a) Administrative Report No. PPP-018-2015 – Emergency Management Program – Status Report

#### Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-018-2015; and

That the Annual Emergency Management Program Statement of Completion form be signed by the Head of Council and submitted along with the Annual Municipal Maintenance Checklist by the Community Emergency Management Coordinator to the Office of the Fire Marshal and Emergency Management (OFMEM) confirming the City of Temiskaming Shores 2015 Emergency Management Program maintenance requirements.

#### b) Administrative Report No. PW-057-2015 – Demolition of Matabanick Hotel

#### Draft Motion

Be it resolved that That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-057-2015;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of a contract to Priestly Demolition Inc. for the demolition of the former Matabanick Hotel, as detailed in Request for Proposal PW-RFP-009-2015 for a total upset limit of \$307,929 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law for consideration at the December 15, 2015 Regular Council meeting.

#### c) Administrative Report No. PW-058-2015 – Equipment Rental - Excavator

#### Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-058-2015;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the Equipment Rental – Excavator complete with Operator for Water Breaks and repairs to *Pedersen Construction (2013) Inc.* at the following rental rates;

Float to Site = \$80/event	Excavation with Breaker = \$160/hr
Excavator Working Time = <b>\$110/hr</b>	Float from Site = <b>\$80/event</b>
plus HST as applicable; and	

That Council directs staff to prepare the necessary by-law for consideration at the December 15, 2015 Regular Council meeting.

#### d) Administrative Report No. RS-010-2015 – Age Friendly Committee

#### Draft Motion

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

That Council directs staff to prepare the necessary by-law to adopt the Age Friendly Committee as a Committee of Council; and

That Council directs staff to prepare the necessary by-law for the adoption of Terms of Reference for the Age Friendly Committee for consideration at the December 15, 2015 Regular Council meeting.

#### e) Appointment of Council Representative to Committee of Adjustment

#### Draft Motion

Whereas, in accordance to the Planning Act, the appointment of Council's representative to the Committee of Adjustment must be done annually.

Now therefore be it resolved that **Mayor Carman Kidd** is hereby appointed to the Committee of Adjustment for the year 2016.

#### f) Request for Support – Stabilizing Hydro Rates – Municipality of West Nipissing

#### Draft Motion

Whereas the Council of the Municipality of West Nipissing discussed the recent hydro rate increases imposed by Hydro One during its meeting held on November 10, 2015; and

Whereas the Municipality of West Nipissing called upon the provincial government to recognize the plight of Northern and Rural Ontario residents who are directly impacted by the rate increases and the economic ramifications on rural communities as residents are forced to leave their homes and close their businesses due to unsustainable hydro rate increases;

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby supports the Municipality of West Nipissing and requests that the provincial government address the financial burden faced by residents and businesses in Northern and Rural Ontario due to increasing hydro rates; and

Further be it resolved that a copy of this resolution be forwarded to the Premier of Ontario, the Minister of Energy and the Municipality of West Nipissing.

#### g) Administrative Report No. CGP-045-2015 – Enterprise Temiskaming – Starter Company / Summer Company

#### Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-045-2015;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2014-029 being a by-law to enter into an agreement with the Ministry of Economic, Development Trade and Employment Small Business Enterprise – **Starter Company** for consideration at the December 15, 2015 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ministry of Economic, Development Trade and Employment Small Business Enterprise – **Summer Company** for consideration at the December 15, 2015 Regular Council meeting.

#### h) Approval of transfer surplus funds to Doctor Recruitment Reserve

#### Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus budget in 2015 for Doctor Recruitment to the Doctor Recruitment Reserve.

## i) Approval of transfer surplus/deficit funds to/from Municipal Transit Reserve

#### Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit budget in 2015 for Transit to/from the Municipal Transit Reserve.

#### j) Approval of transfer surplus/deficit funds to/from Cemetery Reserve

#### Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby directs staff to transfer any surplus/deficit budget in 2015 for Cemetery to/from the Cemetery Reserve.

#### k) Approval of transfer current year surplus/deficit funds to/from Working Fund Reserve

#### Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby agrees that any surplus or deficit from the 2015 Municipal Budget General Operations be transferred to or transferred from the Working Fund Reserve account.

Further be it resolved that Council for The Corporation of the City of Temiskaming Shores hereby agrees that any surplus or deficit from the 2015 Municipal Budget Environmental Operations be transferred to or transferred from the Environmental Water Working Fund Reserve and/or Environmental Sewer Working Fund Reserve account.

#### I) December 2015 Capital Report

#### Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the December Capital Report for information purposes.

#### m) Budget Reallocation – General Capital

#### Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby approves the following 2015 General Capital Budget Reallocations:

Project	Original Budget	Amended Budget	Net Change
Capital Contingency Fund	100,000	48,727	-51,273
Computer Hardware	50,740	62,585	11,845
NL Community Hall Engineering	10,000	0	-10,000
Pool Dehumidification Upgrades	25,000	32,069	7,069
Hlby Arena Roof Replacement	92,000	100,731	8,731
Hlby Arena Entrance Engineering	10,000	0	-10,000
PFC Accessible Entrance Upgrades	125,000	121,080	-3,920
NL Library Stabilization	30,000	7,515	-22,485
Firefighting Equipment	30,500	27,040	-3,460
Uno Park Bridge	220,000	206,804	-13,196
182 Pine St W Emergency Repair	0	63,804	63,804
Pick Up	0	27,061	27,061
PFC Weight Room Floor	24,000	18,853	-5,147

	732,740	732,740	-
,		,	
Hlby Beach Mushroom	8,000	10,831	2,831
Floor Machine	7,500	5,640	-1,860

#### n) Budget Reallocation – Environmental Capital

#### Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby approves the following 2015 Capital Budget Reallocations:

Project	Original Budget	Amended Budget	Net Change
Beach Garden Trunk Sanitary	450,000	126,855	- 323,145
Gray Road Lift Station	4,164,953	1,929,424	- 2,235,529
NL/Dym Water Linking Project	1,634,525	3,870,054	2,235,529
Communications Upgrades NL/Dym	325,000	407,500	82,500
Vehicle Replacements	100,000	94,528	- 5,472
Rebecca Street Emergency Repairs	0	105,200	105,200
McDonough Heights Emergency Repairs	0	80,518	80,518
Lakeshore Rd Emergency Repairs	0	59 <i>,</i> 486	59,486
Hlby WTP Roof Replacement	167,500	168,413	913
	6,841,978	6,841,978	- 0

#### o) 2016 Municipal Operating Budget

#### Draft Motion

Whereas Council adopted Resolution No. 2015-697 at its December 8, 2015 Special meeting directing staff to prepare the necessary resolution to adopt the 2016 Municipal Budget in principal for consideration at the December 15, 2015 Regular Council meeting utilizing a 1% increase to the Municipal Levy.

Now therefore be it resolved that Council hereby adopts, in principal, the 2016 General Operating Budget estimates as follows:

Department	Net Budget Estimates
General Government Policing Health & Social Services Fire & Emergency Management Corporate Services Community Growth & Planning Recreation Public Works Libraries Net Transfer to General Capital	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
	() ) )

And further that Council adopts, in principal, the 2016 Environmental Operating Budget estimates as follows:

Department	Net Budget Estimates	
Environmental Services	<u>(\$ 522,258)</u>	
Net Transfer to Environmental Capital	(\$ 522,258)	

#### p) 2016 Municipal Capital Budget

#### Draft Motion

Whereas Council adopted Resolution No. 2015-697 at its December 8, 2015 Special meeting directing staff to prepare the necessary resolution to adopt the 2016 Municipal Budget in principal for consideration at the December 15, 2015 Regular Council meeting utilizing a 1% increase to the Municipal Levy.

Now therefore be it resolved that Council hereby adopts, in principal, the 2016 General Capital Budget estimates as follows:

Department	Net Budget Estimates
Public Works	\$ 980,500
Recreation	734,250
Waterfront Development Project	470,900
Property Maintenance	703,000
Fleet	801,000
Transit	90,000
General Capital Project Total	\$ 3,779,650

And further that Council adopts, in principal, the 2016 Environmental Capital Budget estimates as follows:

Department	Net Budget Estimates	
Environmental Project	\$ <u>6,870,735</u>	
Environmental Capital Project Total	\$ 6,870,735	

#### 16. <u>By-laws</u>

Draft Motion

Be it resolved that:

- <u>By-law No. 2015-231</u> Being a by-law to amend the By-law No. 2008-160 (Procedural By-law)
- By-law No. 2015-232 Being a by-law to amend By-law No. 2009-023 (Off-Road Vehicles)
- <u>By-law No. 2015-233</u> Being a by-law to authorize Borrowing from time to time to meet current Expenditures during the Fiscal Year ending December 31, 2016
- <u>By-law No. 2015-234</u> Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the rental of an Excavator with an Operator for Water Break Repairs at various locations within the City of Temiskaming Shores
- <u>By-law No. 2015-235</u> Being a by-law to amend By-law No. 2014-029 (Small Business Enterprise – **Starter Company Program**)
- <u>By-law No. 2015-236</u> Being a by-law to enter into an agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Employment and

Infrastructure – Small Business Enterprise – Summer Company

- <u>By-law No. 2015-237</u> Being a by-law to amend By-law No. 2015-001 (Appointment of Councillor Hewitt to the Public Works Committee)
- <u>By-law No. 2015-238</u> Being a by-law to enter into an agreement with Priestly Demolition Inc. for the Demolition of the Matabanick Hotel
- <u>By-law No. 2015-239</u> (Appointment of Councillor Hewitt to the Age Friendly Committee)
- <u>By-law No. 2015-240</u> Being a by-law to adopt Terms of Reference for the Age Friendly Committee

be hereby introduced and given first and second reading.

#### Draft Motion

Be it resolved that:

- By-law No. 2015-231;
- By-law No. 2015-232;
- By-law No. 2015-233;
- By-law No. 2015-234;
- By-law No. 2015-235;
- By-law No. 2015-236;
- By-law No. 2015-237;
- By-law No. 2015-238;
- By-law No. 2015-239;
- By-law No. 2015-240.

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, January 19, 2016 at 6:00 p.m.
- b) Regular Tuesday, February 2, 2016 at 6:00 p.m.

#### 18. Question and Answer Period

#### 19. <u>Closed Session</u>

#### 20. Confirming By-law

#### Draft Motion

Be it resolved that By-law No. 2015-241 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 **December 8, 2015** and its Regular Meeting held on **December 15, 2015** be hereby introduced and given first and second reading.

#### Draft Motion

Be it resolved that By-law No. 2015-241 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.



### The Corporation of the City of Temiskaming Shores Regular Meeting of Council Tuesday, December 1, 2015 6:00 P.M. City Hall Council Chambers – 325 Farr Drive

### <u>Minutes</u>

#### 1. Call to Order

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

#### 2. Roll Call

Present: Mayor Carman Kidd, Councillors Jesse Foley, Patricia Hewitt, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen
Also Present: Christopher W. Oslund, City Manager David B. Treen, Municipal Clerk Doug Walsh, Director of Public Works Shelly Zubyck, Director of Corporate Services Tim Uttley, Fire Chief Jennifer Pye, Planner Steve Burnett, Technical & Environmental Compliance Coordinator

Regrets:

Media: Diane Johnston, Temiskaming Speaker Bill Buchberger, CJTT

Members of the Public Present: 21

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

#### Additions:

#### Under Item 19 – Closed Session add:

- g) Under Section 239 (2) (a) of the Municipal Act, 2001 Security of the property of a Local Board Earlton-Timiskaming Regional Airport
- h) Under Section 239 (2) (c) of the Municipal Act, 2001 Proposed Acquisition of land by the Municipality

#### 4. <u>Approval of Agenda</u>

Resolution No. 2015-658Moved by:Councillor JellySeconded by:Councillor McArthur

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

Carried

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

None

#### 6. <u>Review and adoption of Council Minutes</u>

Resolution No. 2015-659Moved by:Councillor FoleySeconded by:Councillor Hewitt

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

- a) Regular Meeting of Council November 17, 2015
- b) Special Budget Meeting of Council November 24, 2015

Carried

#### 7. <u>Public Meetings pursuant to the Planning Act, Municipal Act and other</u> <u>Statutes</u>

None

#### 8. <u>Question and Answer Period</u>

None

#### 9. <u>Presentations / Delegations</u>

a) Paul Ouimette, Director of Operations & Laura Imhoff, Information Communication Technology (ICT) Project Coordinator - NEOnet

#### **Re:** Update on Current Projects

Mr. Quimette provided Council outlined that the mandate of NEOnet is to promote and develop three pillars of the Information Communication Technology (ICT) sector; Infrastructure Enhancement, Education and Awareness and Application Adoption. Paul spoke to some of the current projects that they are working in regards to these three sectors which include:

#### Infrastructure Enhancement

- Enhanced municipal GIS solution to support municipal operations;
- Broadband Upgrade 10Mbps download speed, scalable to service delivery 25Mbps download by 2020 to the unserved/underserved in northeastern Ontario;

#### Education and Awareness

- Bilingual Regional Outreach Coordinator conducting multiple road shows, events and information sessions;
- BEAM Aftercare Coordinator assisting small, medium enterprises (SMEs) with online education and maintenance to previous BEAM applicants;

#### Application and Adoption

- Small Business Technology Assessment, monitoring and planning (STAMP);
- Broadband for E-Business and Marketing (BEAM);

These programs encourage SMEs to adopt new, innovative ICT applications, thus enabling and leveraging the skills necessary to tap into the digital ICT solutions. Funding from Fednor of \$2,500,000 has resulted in \$8,000,000 in economic development.

Other ongoing projects include the Productivity and Innovation Centre being a partnership with the Timmins Economic Development Corp., Northern College, Venture Centre, Far Northeast Training Board.

Paul provided each member of Council with a folder outlining with a summary of what has been achieved in 2015 and membership fees and indicated that they will be submitting a formal letter in the next couple of weeks seeking membership.

Mayor Kidd that Mr. Quimette for the presentation.

b) Courtney Tressider, Cultural Coordinator & Felicity Buckell, MDB Insight

**Re:** Cultural Sustainability Project – Consultant's Preliminary Findings

Courtney, utilizing a Prezi presentation outlined the funding partners with the project and the consultant for the project MDB Insight. Courtney outlined that the project has four main steps for the engagement process; Step 1 – Individual Cultural Organization Workshops; Step 2 – Public Forum; Step 3 – Stakeholder Interviews and Step 4 – General Public Survey.

As a result of the workshops, forums, stakeholder interviews and public survey there were four emerging themes, Permanent Cultural Coordinator, Online cultural portal, local Cultural Council and a shared Resource Centre. It is also recognized that there are finite financial resources within the municipalities, need for better communication between the various cultural groups and a desire for collaboration.

Courtney outlined that there have been a number of Case Studies developed throughout the province which are contained in the cultural package supplied within the Council package and encourage Council to review them.

Courtney played a promotional video prepared by the Pied Piper Kidshows as an example of just one cultural group working in the area.

Mayor Kidd thanked Courtney for her presentation.

c) Ian MacRae, President wpd Canada & Brit Griffin, Timiskaming First Nations

**Re:** Silver Centre Wind Power Development – Lorrain Valley

Ian MacRae utilizing a powerpoint presentation provided Council with an overview of their wind project "Silver Centre Wind Project" that has been submitted for consideration and would be constructed in Lorrain Valley.

Mr. MacRae indicated that the proposed project is a 120 MW Wind Project with an estimated at \$300 M worth of infrastructure to be built on Crown Land using up to 180 Ac footprint of the 18,800 Ac area. There would be approximately 30-40 wind turbines with a height of between 180-210 m.

Mr. MacRae outlined that they have formed a partnership with Timiskaming First Nations (TFN) on the project and Brit Griffin outlined TFN's background and their participation in the process.

Mr. MacRae provided a brief history of the project which commenced in 2012 and explained why this particular area was chosen including good wind resource, available land, accessibility to transmission, roads and infrastructure and the partnership with TFN. Mr. MacRae provided timelines if the project was accepted, in 2016-17: Project Description Report, Site Plan and first public Open House; complete various studies (environmental, archaeological, etc.) and host second Open House. In 2017-18: REA Application submission, public review period REA decision and if the project receives approval construction could commence.

Mr. MacRae outlined the various REA processes related to Natural Heritage, Water, Archeology and Sound followed by a number of local opportunities that could be realized including a \$200,000/year commitment for the life of the project to local communities.

Mr. MacRae outlined public issues and/or concerns raised to date in regards to the project and reviewed wpd's response to each.

Councillor Whalen inquired as to road damages as the project will be located in Lorrain Twp., but access would be through Temiskaming Shores as well as assessment of endangered species. Mr. MacRae indicated that there would be an agreement with MTO and an agreement with the City for road repairs and endangered species does require assessment. Councillor Whalen inquired, based on agreements, as to who is responsible for closure costs, the parent company or the company building the project. Mr. MacRae outlined it would be the successful firm to build the project.

Councillor McArthur inquired with Brit Griffin (TFN) on the level of endorsement from the band for the project. Brit indicated that Chief and Council of the band speaks for the TFN Community and there was some concern originally with the wind project; however wpd attended the community and made a presentation which created excitement as the community normally hears about economic development after the fact and in this case have been informed early on and most feedback has been very positive.

City Manager, Chris Oslund inquired if there is any requirement to conduct any type of seismic analysis as there are two fault lines within the project area. Mr. MacRae indicated that if that is raised as a concern the MOE would get interested in the concern and would require assessment.

Councillor Laferriere outlined that there are sufficient contractors in the area to which wpd could tap into; however they may be a little shy as many of them are still awaiting payment from a recent solar project. Councillor Laferriere stated that there are some major concerns and highly recommended that they reach out to the community as partnerships are key in Northern Ontario.

Mayor Kidd that Ian MacRae and Brit Griffin for the presentation.

d) G. Douglas Walsh, Director of Public Works – City of Temiskaming Shores

#### **Re:** Asset Management Plan Annual Review

Director of Public Works, Doug Walsh utilizing a powerpoint presentation provide an update on the review and revisions to the Asset Management Plan (AMP) in 2015. Doug outlined that in 2012 the Province announced that any municipality seeking provincial capital funding would be required to have a detailed AMP and show how the proposed project fits within it. The Province provided approximately \$24K to assist with the preparation and it was felt that the task could be completed internally.

In March 2013 Council adopted the Municipal Asset Management Policy signifying that Temiskaming Shores was committed to effective Asset Management and that became the basis for the AMP. The task of preparing the initial AMP was handled internally and from January to November of 2013 staff collected, collated and identified gaps in data sources, the AMP received provisional approval (1<sup>st</sup> and 2<sup>nd</sup> reading of By-law No. 2013-202). Since provisional approval the AMP was strengthened to illustrate what work has been completed.

Doug outlined that based on the guidance provided by the Ministry of Infrastructure in the *Building Together: Guide for Municipal Asset Management Plans a* standardizing format was used for the AMP with key elements including State of the Infrastructure, Desired Levels of Service, Asset Management Strategy and Financing Strategy. Asset Groups included in the AMP consisted of Water, Sanitary Sewer, Storm Sewer, Roads, Bridges, Lights, Sidewalks, Buildings and Facilities and Fleet.

The State of Local Infrastructure Report pertains to infrastructure age, material type, condition and any other pertinent characteristic based on the asset group. Based on available data a "Condition Profile" was developed for each asset group and an "Inventory Report Card" established an overall rating (from Very Good to Very Poor) for each of the asset groups. The City of Temiskaming Shores infrastructure is considered to be generally in "fair" condition, however, the City has become more proactive in the management of its infrastructure in recent years. As the infrastructure continues to age adequate funding will need to be made available to continue this trend and either replace or rehabilitate the assets as required. With the development of the AMP, priorities can be established.

The Levels of Service target has been linked to Council's vision, goals and objectives for infrastructure assets as provided in *Asset Management Policy*, approved in March of 2013. Included in these Levels of Service are any legislated and regulatory requirements. The primary drivers for data collection are the standard reporting requirements of the City (FIR and PSAB Information) and what Key Performance Indicators (KPI's) the City is interested in pursuing. Condition or performance, impact of failure and cost were the suggested KPI's that the City should consider at a minimum. Section 5.3 of the KPI's has been strengthened to identify strategic, financial, tactical and operations performance indicators.

The Asset Management Strategy is broken down into six types of planned actions:

#### Non-infrastructure solutions

Actions or policies that impact the total lifecycle cost or lifespan of individual assets or asset networks. (Close a roadway or not replace a bridge that has an alternate route.)

#### **Operations & maintenance activities**

Standard Operating Procedures and regularly scheduled inspections and maintenance. (Bi-annual Bridge Inspections)

#### Renewal / rehabilitation activities

Significant repairs that improve assets' condition and extend the useful lifespan. (Re-lining a section of sanitary sewer)

#### Replacement activities

Activities at the end of assets' useful lifespan. Assets can be replaced with similar infrastructure, alternative infrastructure or non-infrastructure solutions to meet or adjust the service needs. (Reconstruction of the entire infrastructure beneath and at surface)

#### Disposal activities

Activities related with the removal and safe disposal of assets upon

completion of the service life, the replacement, or when otherwise no longer needed by the City. (Declaration of Surplus buildings and equipment)

#### Expansion activities

Activities required to extend service, meet growth demands, or increase the levels of service provided. (Subdivision development or infilling of residential areas.)

This current AMP covers the period from 2014 to 2038 (25 years) with the first 10 years optimizing infrastructure replacement between the road network, water system, sanitary sewer system, and storm water system. Since the road network requires the most frequent capital interventions, it was used as the basis for driving the strategy.

Renewal, rehabilitation, replacement and expansion activities are also identified for each Asset Group included in the AMP and include previously identified and current priority projects that may be eligible for funding.

The financial strategy is the final component of the Plan and provides the "plan" on how to move forward with the Asset Management Strategy. We continue to identify better practices and innovations for infrastructure financing available to the City as well as funding opportunities available from senior levels of government in order to continue to provide an adequate level of service to tax payers in an affordable manner.

Doug outlined internal revenue sources as General Operating Revenues, earmarked User Fees, Reserves, Special Assessments and Local Improvement Charges and Development Charges. While external revenue sources include Grants, Borrowing, Gas Tax, and Public – Private Partnerships (P3).

Doug outlined funding opportunities since 2013 and whether they were successful or denied as follows:

**Received** in May/13 MIII Capital Funding for Latchford St in the amount of \$2M;

**Received** in Feb/14 SRNMIF Capital Funding for Uno Park Bridge in the amount of \$1.54M (partnership with Harley Twp.);

**Received** in Dec/14 OCIF Formula Based Funding in the amount of \$75K;

**Received** in Feb/15 OCIF Application Based Funding for Water Distribution System Integration in the amount of \$1.52M;

**Denied** in Jul/15 BCF-SCF for Infrastructure Upgrades in the amount of \$4.4M;

**Pending** OCIF (2) Application Based Funding for secondary water loop to North Cobalt in the amount of \$1.60M – application submitted;

**Pending** BCF-SCF Application submitted for Infrastructure Upgrades in the amount of \$4.4M

Doug outlined that the estimated value of the assets identified in the AMP amount to \$308.92 M and stated that the AMP is a living document that follows the Deming cycle for quality control; Plan, Do, Check, Act which provides a framework for continual monitoring and improvement. Doug stated that to ensure that the Plan remains visible, it should be referred to in regular reports to Council.

Doug concluded by recommending that Council provide third and final reading to By-law No. 2013-202.

Mayor Kidd thanked Doug for his presentation.

#### 10. <u>Communications</u>

- a) Joe Torlone, Secretary/Treasurer Northeastern Ontario Municipal Association
  - **Re:** Membership Fee Quebec-Ontario Boreal Forest Alliance

**Reference:** Referred to 2016 Budget

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

**Re:** Volunteer Recognition Programs - Nominations

**Reference:** Referred to Directors

- c) Christopher W. Oslund, Secretary Temiskaming Shores Police Services Board
  - Re: Community Safety Zones recommended for Latchford Street and Hessle Street

**Reference:** Referred to the Director of Public Works

d) J. W. Tiernay, Executive Director – Ontario Good Roads Association

Re: Report of the OGRA Nominating Committee

**Reference:** Received for information

e) Rosalie A. Evans, Solicitor-Clerk – Municipality of Neebing

**Re:** Request for Support – Consultation on the Police Services Act

Reference: Received for information

f) Ginette Lafreniere, Campus Coordinator – Collège Boréal and Jean-Claude Carrière, Community Project Officer – ACFO-Témiskaming

**Re:** Press Release – Building Ties Among Us meeting

Reference: Received for information

g) Terry Fiset, Reeve – Elk Lake / Township of James

**Re:** Letter to Public Input Coordinator (MNRF) – Black Bear Program

Reference: Received for information

h) Rosario Marchese, Chairperson – Citizen's Coalition Against Privatization (CCAP)

Re: Hydro One not for Sale

Reference: Received for information

Resolution No. 2015-660

Moved by: Councillor Whalen Seconded by: Councillor Laferriere

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

#### Carried

#### 11. <u>Committees of Council – Community and Regional</u>

#### Resolution No. 2015-661

Moved by: Councillor Whalen Seconded by: Councillor Laferriere

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

- a) Minutes of the Temiskaming Shores Police Services Board meeting held on September 21, 2015;
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on October 22, 2015;
- c) Minutes of the Earlton-Timiskaming Regional Airport Joint Municipal Services Board meeting held on September 17, 2015;
- d) October 2015 Earlton-Timiskaming Regional Airport activity report;
- e) Minutes of the Northeastern Ontario Municipal Association meeting held on November 6, 2015; and
- f) Minutes of the Temiskaming Transit Committee meeting held on October 21, 2015.

#### Carried

#### 12. <u>Committees of Council – Internal Departments</u>

#### Resolution No. 2015-662

Moved by: Councillor McArthur Seconded by: Councillor Foley

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

- a) Minutes of the Building Maintenance Committee meeting held on October 29, 2015; and
- b) Minutes of the Library / Building Committee meeting held on November 12, 2105.

Carried

#### 13. <u>Reports by Members of Council</u>

Councillor Whalen outlined that he sits on the Directors selection and Community Relations Committee for the Northern Ontario School of Medicine and we now have Danielle Belanger-Corbin as a Director for NOSM as well which is a big plus for Northern Ontario.

#### 14. Notice of Motions

None

#### 15. <u>New Business</u>

#### **Committee of the Whole** a)

Resolution No. 2015-663 Moved by: Councillor McArthur Seconded by: Councillor Whalen

Whereas the Ontario Municipal Act allows municipalities to operate by means of Committees of Council and Committee of the Whole; and

Whereas Council for the Corporation of the City of Temiskaming Shores views Committee of the Whole as a more open and transparent form of government; and

Whereas Council wishes to ensure all members of Council are involved in all aspects of City governance; and

Whereas Council feels that Committees of Council does not allow all members of Council equal and open access to City operations.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby agrees to revert to the Committee-of-the-Whole system of representation; and

Further be it resolved that this representation take effect January 1, 2016 and all procedures and effected by-laws and documents be amended to implement this change.

#### Defeated

#### **Recorded Vote**

#### For Motion

Councillor McArthur Councillor Whalen

#### Against Motion Councillor Foley Councillor Hewitt

Councillor Jelly Councillor Laferriere Mayor Kidd

#### b) Earlton-Timiskaming Regional Airport – Non-Airway Usage

Resolution No. 2015-580 was deferred from the October 20, 2015 Regular Council meeting pending a presentation from the organizers of the Drag-N-Fly event.

Resolution No. 2015-580Moved by:Councillor WhalenSeconded by:Councillor Laferriere

Whereas the City of Temiskaming Shores is an active member municipality and majority funding partner of the Earlton-Timiskaming Regional Airport Joint Municipal Services Board; and

Whereas the City realizes the need and benefits of a Regional Airport, including the potential for scheduled flight services and air ambulance; and

Whereas in 2014 there were 465 air ambulance movements alone at the Airport; and

Whereas the Earlton-Timiskaming Regional Airport has been utilized for special events such as drag races during which the airport is not available for any type of air movement; and

Whereas the City also realizes the liability it assumes during the use of regional non-flight/non-aircraft events.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby objects to the use of the Earlton-Timiskaming Regional Airport for any activity that would limit or restrict air movements.

#### OR

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the use of the Earlton-Timiskaming Regional Airport for regional non-flight/non-aircraft events.

Resolution No. 2015-664Moved by:Councillor McArthurSeconded by:Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores hereby defers Resolution No. 2015-580 Earlton-Timiskaming Regional Airport – Non Airway Usage.

#### Carried

#### c) OCIF Application – North Cobalt Water Looping

Resolution No. 2015-665Moved by:Councillor WhalenSeconded by:Councillor Jelly

Whereas the current water supply for the distribution system to the North Cobalt residential area is a single main feed installed in 1971 and in the event of a main feed line rupture this area is significantly impacted; and

Whereas Council considered Administrative Report No. PW-047-2015 at the September 1, 2015 Regular Council meeting and directed staff to submit an Expression of Interest to the Ontario Community Infrastructure Fund – Application Based for a secondary feed to the North Cobalt residential area; and

Whereas the funding agency has requested that a full application be submitted;

Now therefore Council for the City of Temiskaming Shores hereby confirms the installation of a secondary feed to the North Cobalt residential area as a priority project within its Asset Management Plan.

#### Carried

## d) Administrative Report No. PW-056-2015 – Supply and Delivery of Cutting Edges, Blades, Points and Shoes

Resolution No. 2015-666Moved by:Councillor McArthurSeconded by:Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-056-2015;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the 2015-16 Supply and Delivery of Cutting Edges, Blades, Points and Shoes contract to *Creighton Rock Drill Ltd.* in the amount of \$ 29,718.57 plus HST; and

That Council directs staff to prepare the necessary by-law and agreement consideration at the December 1, 2015 Regular Council meeting.

#### Carried

#### e) Administrative Report No. CGP-044-2015 – Zoning By-law Amendment – 998167 Highway 11 North – Nancy and Marcel Savoie

<u>Resolution No. 2015-667</u> Moved by: Councillor Laferriere Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-044-2015;

That Council agrees to amend the provisions of the Township of Dymond Zoning By-law 984 to permit the zone change from Agriculture (A1) to Agriculture Exception 15 (A1-E15); and

That Council directs staff to prepare the necessary by-law to amend the Township of Dymond Zoning By-law 984 for consideration at the December 1, 2015 Regular Council meeting.

Carried

# f) Memo No. 010-2015-CS – Cultivation Agreement – Farr Historic Cemetery Area

Resolution No. 2015-668Moved by:Councillor JellySeconded by:Councillor Whalen

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

That Council hereby directs staff to prepare the necessary by-law to enter into a five (5) year Land Lease Agreement with Mr. Rick Forbes for the cultivation of the area adjacent to the Farr Historic Cemetery with an annual lease amount of \$960 for consideration at the December 1, 2015 Regular Council meeting.

Carried

## g) Administrative Report No. CS-034-01-2015 – Amendments to By-law No. 2008-160 Procedural By-law

Resolution No. 2015-669Moved by:Councillor WhalenSeconded by:Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-034-01-2015;

That Council acknowledges Mr. Dan Burn's request to amend Procedural Bylaw No. 2008-160 as follows:

- a) That the Mayor shall not have a vote on any motion unless it is for the purpose of breaking a tie;
- b) That each member of Council shall announce his or her vote openly on each motion and the Clerk shall record such voting in the minutes;
- c) That the Clerk shall record in the minutes all deliberations on a motion; and
- d) That anyone may make a presentation to Council at a Regular meeting without any prior notice.

That Council hereby declines to modify Procedural By-law No. 2008-160 as proposed and directs staff to forward a copy of this Resolution and Administrative Report No. CS-034-01-2015 to Mr. Dan Burns; and

That Council acknowledges receipt of Mrs. Bridget Franks' request to institute a prayer at the beginning of each meeting and agrees not to modify the Procedural By-law in light of a recent Supreme Court ruling regarding prayers held prior to Council meetings.

Carried

#### **Recorded Vote**

**Against Motion** 

#### For Motion Councillor Foley

Councillor Hewitt Councillor Jelly Councillor Laferriere Councillor McArthur Councillor Whalen Mayor Kidd Resolution No. 2015-670Moved by:Councillor LaferriereSeconded by:Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-038-2015; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2009-023 being a by-law to regulate and control the operation of off-road vehicles within the City of Temiskaming Shores for consideration at the December 15, 2015 Regular Council meeting.

Carried

## i) Administrative Report No. CS-039-2015 – Health and Safety Policy - 2016

Resolution No. 2015-671Moved by:Councillor JellySeconded by:Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-039-2015;

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

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2004-039 being a by-law for the adoption of a Health and Safety Policy and Guidelines for the Structure and Function of the Joint Health and Safety Committee.

Carried

j) Approval of attendance to the Ontario Good Roads Association / Rural Ontario Municipalities Association (OGRA/ROMA) Conference

#### Resolution No. 2015-672

Moved by: Councillor Hewitt Seconded by: Councillor McArthur

Be it resolved that Council of the City of Temiskaming Shores approves the attendance of **Councillor Laferriere** and **Councillor Jelly** to the Ontario Good Roads Association/Rural Ontario Municipalities Association (OGRA / ROMA) Conference scheduled for February 21 to February 24, 2016 in Toronto; 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.

Carried

## k) Approval of attendance to the Prospectors and Developers Association of Canada (PDAC) Convention

<u>Resolution No. 2015-673</u>

Moved by: Councillor Jelly Seconded by: Councillor Laferriere

Be it resolved that Council of the City of Temiskaming Shores approves the attendance of **Mayor Kidd** and **Councillor Foley** to the Prospectors and Developers Association of Canada (PDAC) Convention scheduled for March 6 to March 8, 2016 in Toronto; 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.

#### Carried

## I) Approval of attendance to the Annual Northeastern Fire Education Conference

#### Resolution No. 2015-674

Moved by: Councillor Laferriere Seconded by: Councillor McArthur

Be it resolved that Council of the City of Temiskaming Shores approves the attendance of **Mayor Kidd** and **Councillor Jelly** to the annual Northeastern Fire Education Conference scheduled for March 31 to April 3, 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.

Carried

## m) Approval of attendance to the Federation of Northern Ontario Municipalities (FONOM) Conference

<u>Resolution No. 2015-675</u> Moved by: Councillor Foley Seconded by: Councillor Jelly

Be it resolved that Council of the City of Temiskaming Shores approves the attendance of **Councillor Whalen** and **Councillor Hewitt** to the Federation of Northern Ontario Municipalities Conference scheduled for May 11 - 13, 2016 in Timmins, Ontario; and

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

Carried

## n) Approval of attendance at the Association of Municipalities of Ontario (AMO) Conference

Resolution No. 2015-676Moved by:Councillor WhalenSeconded by:Councillor Laferriere

Be it resolved that Council approves the attendance of Councillor **Whalen** and Councillor **McArthur** to the Association of Municipalities of Ontario Conference scheduled for August 14 to 17, 2016 in Windsor, Ontario; and

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

Carried

#### o) Approval of Council Meeting Schedule – January 2016 to July 2016

Resolution No. 2015-677Moved by:Councillor WhalenSeconded by:Councillor Laferriere

Whereas By-law 2008-160, as amended indicates that Regular Meetings of Council shall be held on the first and third Tuesdays of each month commencing at 6:00 p.m. unless otherwise decided by Council;

And whereas the last meeting in 2015 will be on December 15, 2015, one week before Christmas and the first meeting in 2016 would be on January 5, 2016, eleven days after Christmas;

Now therefore be it resolved that Council for the City of Temiskaming Shores foresees no benefit to a meeting on the first Tuesday in January 2016;

And furthermore be it resolved that Council does hereby confirms the following schedule of meetings for the months of January 2016 to July 2016:

Tuesday, January 19, 2016	Regular Meeting
Tuesday, February 2, 2016	Regular Meeting
Tuesday, February 16, 2016	Regular Meeting
Tuesday, March 1, 2016	Regular Meeting
Tuesday, March 15, 2016	Regular Meeting
Tuesday, April 5, 2016	Regular Meeting
Tuesday, April 19, 2016	Regular Meeting
Tuesday, May 3, 2016	Regular Meeting
Tuesday, May 17, 2016	Regular Meeting
Tuesday, June 7, 2016	Regular Meeting
Tuesday, June 21, 2016	Regular Meeting

#### Carried

#### 16. <u>By-laws</u>

<u>Resolution No. 2015-678</u> Moved by: Councillor Jelly Seconded by: Councillor Foley

Be it resolved that:

<u>By-law No. 2015-215</u> Being a by-law to enter into a Lease Agreement with Rick Forbes to permit the use of municipal land for Cultivation Purposes – Roll No. 54-18-030-012-038 (Farr Historic Cemetery Area)

- <u>By-law No. 2015-216</u> Being a by-law to enter into a Partnership Agreement with Timiskaming Health Unit for the Healthy Kids Community Challenge Partnership Commitment
- <u>By-law No. 2015-217</u> Being a by-law to enter into an agreement with **Armstrong Township** for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive
- <u>By-law No. 2015-218</u> Being a by-law to enter into an agreement with the **Township of Chamberlain** for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive
- <u>By-law No. 2015-219</u> Being a by-law to enter into an agreement with the **Municipality of Charlton and Dack** for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive
- By-law No. 2015-220 Being a by-law to enter into an agreement with the **Township of Harley** for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive
- By-law No. 2015-221 Being a by-law to enter into an agreement with the **Township of Hudson** for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive
- <u>By-law No. 2015-222</u> Being a by-law to enter into an agreement with the **Town** of **Cobalt** for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive
- <u>By-law No. 2015-223</u> Being a by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario related to funding provided by the

Province under the Dedicated Gas Tax Funds for Public Transportation Program – 2016

- By-law No. 2015-224 Being a by-law to enter into a Lease Agreement with **Kerry Elford** for the rental of the apartment located on the upper level of the Dymond Community Complex
- <u>By-law No. 2015-225</u> Being a by-law to appoint an Interim Chief Building Official **Clayton Seymour**
- By-law No. 2015-226 Being a by-law to repeal By-law No. 2015-182 (Sale of Land to Laurier Loranger Roll No. 54-18-030-009-456.00)
- <u>By-law No. 2015-227</u> Being a by-law to enact a Zoning by-law amendment to rezone property from Agriculture (A1) to Agriculture Exception 15 (A1-E15) in the Township of Dymond Zoning By-law No. 984 at 998167 Highway 11 North (Dymond Con. 5 S. Pt. Lot 9, Part 5 on Plan 54R-1787, Parcel 20046 SST) Roll No. 54-18-020-002-191.02
- <u>By-law No. 2015-228</u> Being a by-law to amend By-law No. 2004-034 (Health and Safety Policy and Guidelines for the Structure and Function of the Joint Health and Safety Committees)
- <u>By-law No. 2015-229</u> Being a by-law to enter into an agreement with Creighton Rock Drill Ltd. for the Supply and Delivery of Cutting Edges, Blades, Points and Shoes to the Public Works Department

be hereby introduced and given first and second reading.

Carried

<u>Resolution No. 2015-679</u> Moved by: Councillor Laferriere Seconded by: Councillor McArthur

Be it resolved that:

<u>By-law No. 2013-202</u> Being a by-law to adopt an Asset Management Plan for the City of Temiskaming Shores

By-law No. 2015-215;

By-law No. 2015-216;

By-law No. 2015-217;

- By-law No. 2015-218; By-law No. 2015-219;
- By-law No. 2015-220;
- By-law No. 2015-221;
- By-law No. 2015-222;
- By-law No. 2015-223;
- By-law No. 2015-224;

By-law No. 2015-225;

By-law No. 2015-226;

By-law No. 2015-227;

By-law No. 2015-228;

By-law No. 2015-229;

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

#### Carried

#### 17. <u>Schedule of Meetings</u>

- a) Special Meeting of Council Tuesday, December 8, 2015 at 6:00 p.m. (Budget)
- b) Regular Meeting of Council Tuesday, December 15, 2015 at 6:00 p.m.

#### 18. Question and Answer Period

#### Bill Buchburger

Bill outlined concerns with how people have been in violation of parking infractions at the Haileybury Arena.

Mayor Kidd agreed with Mr. Buchburger and outlined that perhaps we can increase enforcement.

#### Candy Keith – Pied Piper Kidshows

Candy thanked Council for listening to the Cultural presentation earlier and outlined the history and the events surrounding the four or five days that performers are in town and the fact that they do workshops in various local schools. Candy provided members of Council with complimentary tickets to an upcoming show and encouraged them to attend to witness the effect these shows have on the youth.

#### 19. <u>Closed Session</u>

Resolution No. 2015-680Moved by:Councillor JellySeconded by:Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 9:00 p.m. to discuss the following matters:

- a) Adoption of the October 20, 2015 Closed Session Minutes;
- b) Adoption of the November 3, 2015 Closed Session Minutes;
- c) Adoption of the November 10, 2015 Closed Session Minutes;
- d) Adoption of the November 24, 2015 Closed Session Minutes;
- e) Under Section 239 (2) (a) of the Municipal Act, 2001 Security of the property of the Municipality Water and Wastewater
- f) Under Section 239 (2) (d) of the Municipal Act, 2001 Labour Relations HR Update (Verbal)
- g) Under Section 239 (2) (a) of the Municipal Act, 2001 Security of the property of a Local Board Earlton-Timiskaming Regional Airport

h) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of land by the Municipality

#### Carried

Resolution No. 2015-681Moved by:Councillor LaferriereSeconded by:Councillor Hewitt

Be it resolved that Council agrees to rise with report at 10:10 p.m.

#### Carried

#### a) Adoption of the October 20, 2015 – Closed Session Minutes

Resolution No. 2015-682Moved by:Councillor JellySeconded by:Councillor Foley

Be it resolved that Council approves the October 20, 2015 Closed Session Minutes as printed.

#### Carried

#### b) Adoption of the November 3, 2015 – Closed Session Minutes

<u>Resolution No. 2015-683</u> Moved by: Councillor Seconded by: Councillor

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

#### Carried

#### c) Adoption of the November 10, 2015 – Closed Session Minutes

<u>Resolution No. 2015-684</u> Moved by: Councillor Seconded by: Councillor

Be it resolved that Council approves the November 10, 2015 Closed Session Minutes as printed.

#### Carried

#### d) Adoption of the November 24, 2015 – Closed Session Minutes

Resolution No. 2015-685Moved by:CouncillorSeconded by:Councillor

Be it resolved that Council approves the November 24, 2015 Closed Session Minutes as printed.

Carried

## e) Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the Municipality – Water and Wastewater

Staff provided Council with a presentation in Closed Session on this matter and raised with report.

#### Resolution No. 2015-686

Moved by: Councillor Laferriere Seconded by: Councillor Hewitt

Be it resolved that Council for the City of Temiskaming Shores hereby acknowledges the Water and Wastewater presentation in Closed Session;

That Council hereby directs staff to provide written notification to the Ontario Clean Water Agency (OCWA) prior to December 31, 2015 indicating that the City will not be entering into negotiations for the purpose of renewing the Operations and Maintenance Agreement; and

That Council hereby directs staff to investigate all options associated with the operation and maintenance of municipally owned water and wastewater facilities including, but not limited to the release of a Request for Proposal.

#### Carried

#### f) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – HR Update (Verbal)

Staff provided Council with a verbal update in Closed Session on this matter.

# g) Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of a Local Board – Earlton-Timiskaming Regional Airport

Council considered this matter in Closed Session.

# h) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of land by the Municipality

Council considered this matter in Closed Session.

#### 20. Confirming By-law

<u>Resolution No. 2015-687</u> Moved by: Councillor Laferriere Seconded by: Councillor Jelly

Be it resolved that By-law No. 2015-230 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 **November 24, 2015** and its Regular Meeting held on **December 1, 2015** be hereby introduced and given first and second reading.

Carried

Resolution No. 2015-688Moved by:Councillor WhalenSeconded by:Councillor McArthur

Be it resolved that By-law No. 2015-230 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

#### 21. Adjournment

Resolution No. 2015-689Moved by:Councillor LaferriereSeconded by:Councillor Foley

Be it resolved that City Council adjourns at 10:15 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



### The Corporation of the City of Temiskaming Shores Special Meeting of Council Tuesday, December 8, 2015 6:00 P.M. City Hall Council Chambers – 325 Farr Drive <u>Minutes</u>

#### 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, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen
Also Present:	Christopher W. Oslund, City Manager David B. Treen, Municipal Clerk Doug Walsh, Director of Public Works Tammie Caldwell, Director of Recreation Shelly Zubyck, Director of Corporate Services Laura-Lee MacLeod, Treasurer Steve Burnett, Technical & Environmental Compliance Coordinator
Regrets:	Councillor Patricia Hewitt
Media:	Bill Buchburger, CJTT 104.5 FM

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

Members of the Public Present: 8

#### 3. Approval of Agenda

Resolution No. 2015-690Moved by:Councillor WhalenSeconded by:Councillor Jelly

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

#### Carried

#### 4. Declaration n of Special Council Meeting

<u>Resolution No. 2015-691</u> Moved by: Councillor Foley Seconded by: Councillor McArthur

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

#### Carried

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

Councillor Laferriere disclosed a pecuniary interest in regards to Item 7 b) i) Land Sale – New Liskeard Medical Centre – Extension to Closing Date

#### 6. <u>Communications</u>

a) Bridget Grant, President – Frog's Breath Foundation

**Re:** Haileybury Food Bank - \$5,000 funding grant

**Reference:** Motion under New Business

#### 7. <u>New Business</u>

#### a) Haileybury Food Bank – Frog's Breath Foundation Grant

Resolution No. 2015-692Moved by:Councillor WhalenSeconded by:Councillor Laferriere

Whereas the Haileybury Food Bank requires a registered charitable organization to sponsor their grant from 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 Haileybury Food Bank funding grant from the Frog's Breath Foundation.

Carried

#### b) 2016 Municipal Budget – Draft No. 2

City Manager, Chris Oslund provided an overview of the modified operations budget based on Council direction from Draft No. 1 at the November 24<sup>th</sup> Special Council meeting.

Chris outlined that there are a variety of items to which staff is seeking direction from Council. Chris and support staff spoke to each of the items and Council provided the following direction.

#### i) Land Sale – New Liskeard Medical Centre – Extension to Closing Date

Councillor Laferriere disclosed a pecuniary interest with the Land Sale of the NL Medical Centre and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2015-693.

Resolution No. 2015-693

Moved by: Councillor Whalen Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of an email from Allan King (purchaser) requesting an extension of the Closing Date for the purchase of the New Liskeard Medical Centre; and

That Council hereby approves an extension of the Closing Date for the purchase of the New Liskeard Medical Centre to March 31, 2017.

#### Carried

#### ii) South Temiskaming Cultural Sustainability Project

City Manager, Chris Oslund outlined the financial breakdown the project where the total project cost is \$173,000 with \$114,000 in funding with the City covering the remaining \$59,000.

In 2015 the estimated expenditures amount to just over \$98,000 leaving an estimated \$74,000 available for 2016. The project is slated to end by March 31, 2016 by which time funding must be spent and the Cultural Coordinator position ends on May 19, 2016.

The Cultural Committee wants to know what the future holds for Culture within the region as this is a regional project with an objective of developing a sustainability plan for the region and some individual sustainability plans for specific cultural organizations. The preliminary report from the consultant was presented to Council at the December 1, 2015 Regular Council meeting with the final report anticipated in March 2016.

The Cultural Committee is afraid that the project will just die following 2 years of work. The other issue is that the project is based on regional basis and what level of support is Temiskaming Shores willing to provide and how to engage participation from other area municipalities. Some work needs to be done once the final report comes in. Chris indicated that the next logical step is to form an umbrella organization to look at where we are going and can achieve improvements on communication through web a portal.

Council deliberated on the project and concurred that no one wants to see the efforts go to waste and maintain the momentum. It was also noted that the final report (March 2016) and a wider regional base for culture is vital.

Chris Oslund indicated that in the absence of the final report it is difficult to put forward a recommendation and suggested that he would work with the Cultural Committee and perhaps establish a small sub group to review and provided a proposal to move forward.

#### iii) NEOMA Membership – Quebec-Ontario Boreal Forest Alliance

Resolution No. 2015-694

Moved by: Councillor Whalen Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges the correspondence from the Northeastern Ontario Municipal Association seeking a one-time special fee for the Quebec-Ontario Boreal Forest Alliance in the amount of \$2,875.50; and

That Council hereby approves payment of the one-time fee of \$2,875.50 into the Quebec-Ontario Boreal Forest Alliance.

Carried

#### iv) NEOnet Membership

Resolution No. 2015-695

Moved by: Councillor McArthur Seconded by: Councillor Foley Be it resolved that Council for the City of Temiskaming Shores acknowledges the presentation by NEOnet at the December 1, 2015 Regular Council meeting as well as the request for the City to consider a membership fee; and

That Council hereby approves payment of the membership fee into NEOnet up to a limit of \$300.

#### Carried

#### v) Temiskaming Art Gallery – Art in the Park Program - Sponsorship

#### Resolution No. 2015-696

Moved by: Councillor Jelly Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges the presentation by the Temiskaming Art Gallery at the October 23, 2015 Regular Council meeting as well as the request for a one time sponsorship in the amount of \$20,000 to permit the Art Gallery to offer the program for the next four (4) years;

Whereas there is \$10,000 of available funding remaining in the 2015 budget for Economic Development for marketing / promotion; and

That Council hereby directs staff to utilize \$10,000 from the 2015 marketing / promotion budget for Economic Development and earmark \$10,000 within the 2016 marketing / promotion budget for Economic Development for the sponsorship of the Art in the Park Program.

#### Carried

City Manager, Chris Oslund reviewed the 2016 General Capital Projects List in the amount of \$3,779,650 and the Environmental Capital Project List in the amount of \$6,870,735. Chris reviewed how projects were being budgeted (i.e. funding, financing, reserves and city costs).

Councillor Whalen requested clarification in regards to the \$140,000 labelled Miscellaneous under the OCWA budget, \$10,000 for landscaping at City Hall and the necessity for the allocation of \$20,000 for LED light enhancements at City Hall. Staff clarified the items.

City Manager, Chris Oslund and Treasurer, Laura-Lee MacLeod reviewed various tax levy increases based on 0.5%, 1.0%, 1.5% and 2.0% with Council based on an average assessment and recommended that the 2016 Tax Levy be set at 1%.

#### vi) 2016 Tax Levy – 2016 Municipal Budget

#### Resolution No. 2015-697

Moved by: Councillor McArthur Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges the presentation from Senior Management on the 2016 Municipal Budget Estimates – Draft No. 2;

That Council hereby directs staff to set a 1% Tax Levy increase for the purpose of finalizing the 2016 Municipal Budget; and

Further directs staff to prepare the necessary Resolution to adopt the 2016 Municipal Budget in principal for consideration at the December 15, 2015 Regular Council meeting.

#### Carried

Councillor Whalen spoke to the City's allocation to the Earlton-Timiskaming Regional Airport and recommended the establishment of a reserve fund.

#### vii) Earlton-Temiskaming Regional Airport – Municipal Services Board

#### Resolution No. 2015-698

Moved by: Councillor Whalen Seconded by: Councillor Jelly

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.

Carried

#### 8. Adjournment

Resolution No. 2015-699

Moved by: Councillor Whalen Seconded by: Councillor Jelly Be it resolved that City Council adjourns at 7:35 p.m.

#### Carried

Mayor – Carman Kidd

Clerk – David B. Treen



### **Process to proposed Amendments**

- Staff reviewed and identified proposed amendments to Procedural By-law 2008-160 and subsequently reviewed the amendments with the Corporate Services Committee on October 13/15;
- Council considered Admin Report CS-034-2015 which included the draft amending by-law at the November 3, 2015 Regular Council meeting resulting in public notice outlining that the draft by-law would be considered at the December 15, 2015 Regular Council meeting.



### **Process to proposed Amendments**

- 2 letters recommending various amendments to the Procedural By-law were detailed in Supplemental Administrative Report CS-034-01-2015, considered at the December 1, 2015 Regular Council meeting;
- Council adopted Resolution No. 2015-669 declining the recommendations from the two above noted letters;

The two individuals were sent letters outlining Council's decision.



### **Process to proposed Amendments**

- The public notice outlined that copies of the proposed amending by-law could be obtained from the Clerk;
- No inquiries were received in regards to this matter by the Clerk's Office aside from the previously mentioned letters;
- It is recommended that Council adopt the draft by-law to amend By-law No. 2008-160 as presented at the November 17, 2015 Regular Council meeting.



November 27, 2015

Ms. Mary Boyd P.O. Box 2696 New Liskeard, ON P0J 1P0

Attn.: Ms. Boyd

Dear Ms. Boyd

#### RE: Sidewalk Condition, Church Street (laneway) - New Liskeard

Thank you for your letters received on June 8<sup>th</sup> and October 20<sup>th</sup>, 2015 regarding the above noted issue. These letters and memorandum addressing your concern were presented to Mayor and Council at the Regular Meeting of Council held on November 9<sup>th</sup>, 2015 following which, I asked to respond to your concerns.

With reference to your correspondence, the attached memorandum outlined the actions that were taken by the Public Works Department following your letter of June 2<sup>nd</sup>. Each year the department conducts a visual inspection of the sidewalks and walkways within the City and identifies locations that exceed acceptable deformation limits. These areas are then replaced or modified to meet acceptable limits for sidewalks. As you had noted, one of the areas had been painted to denote the area where work was required, and the discontinuity was reduced by grinding the area.

The section of roadway that is referred to as Church Street exists in an easement that measures 30 feet in width, whereas most roadways in Temiskaming Shores are built within a 66 feet right-of-way. Given that the easement is considerably narrow, a decision to install a concrete sidewalk at a substandard (3 foot as compared to the standard 5 foot) width and allowing for "one-way" traffic, was made. While every effort is made to maintain the existing walkway in this area, there is insufficient room to upgrade the current installation without reducing the width of the paved driving surface.

Reconstruction of this section of roadway (including sidewalk or walkway) has not been included as a priority in the current City of Temiskaming Shores *Asset Management Plan as* sidewalks also exist along both sides of Wellington Street from Whitewood Avenue to Church Street (laneway) and on the south side of Sharpe Street from Church Street to Armstrong

Street. These sections of walkways are wider with less of a grade or incline to climb, however, the latter section is not maintained during the winter months due to accessibility for the sidewalk machine. The walkway on Church Street from the Match Factory to Wellington Street is cleared by the grader while the street cleaning operation is taking place.

Should you have any further concerns or questions, please contact me at 705-672-3363, Ext. 4126.

Sincerely

G. Douglas Walsh, CET Director – Public Works

- Enclosure: Memo PW-019-2015 Council Resolution 2015-640
- c.c. Mayor & Council Chris Oslund, City Manager Dave Treen, Municipal Clerk



#### THE CORPORATION OF THE CITY OF TEMISKAMING SHORES REGULAR COUNCIL MEETING NOVEMBER 17, 2015 RESOLUTION

#### Memo No. 019-2015-PW – Response to Mary Boyd – Sidewalk

Resolution No. 2015-640

Moved by: Councillor Foley Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 019-2015-PW;

That Council directs the Director of Public Works to respond to Mrs. Boyd and advise her that the Public Works Department will address any safety concerns and remedial work resulting from their annual sidewalk inspections; and

That the Director of Public Works be directed to advise Mrs. Boyd that the reconstruction of the sidewalk has not been included as a priority in the City's Asset Management Plan.

CARRIED

Certified true dopy

David B. Treen Municipal Clerk



### Memo

То:	Mayor and Council	
From:	Douglas Walsh, Director – Public Works	
Date:	November 9, 2015	
Subject:	Church Street Wellington Street to Armstrong Street Sidewalk	
Attachments:	Achments: Appendix 01 – Correspondence, Ms. Mary Boyd, dated June 2, 2015 Appendix 02 - Correspondence, Ms. Mary Boyd, received October 20, 2015	
	Appendix 03 – Registered Plan 54M-11-N.B.	
	Appendix 04 – Sketch of Church Street – Armstrong St. to Wellington St.	

Mayor and Council:

Further to the above noted correspondence, referred to the Public Works Department at the Regular Meeting of Council on November 3<sup>rd</sup>, 2015, I wish to provide the following information in response.

As illustrated in **Appendix 03**, being a copy of the Registered Plan for the area in question, the width of the laneway easement is shown to be thirty (30) feet in width. For all intents and purposes this easement, established in 1894 was not designated as a street (typically sixty-six feet in width) but as a laneway to connect Armstrong Street to Wellington Street. The Plan also illustrates that the laneway was intended to extend further westward between Wellington Street and Paget Street.

At some point in time the decision was made to install a concrete walkway (approximately 0.9 metres in width) on the north side of the easement and to pave much of the remaining portion to allow for a hard driving surface. The earlier road section had allowed for two way traffic from Armstrong Street to Paget Street.

In 1986 the section between Wellington Street and Paget Street was reconstructed to a more typical "one-way" street section and the sidewalk was re-located to the south side of the easement and mountable curbs were placed on the north side of the easement to accommodate parking at St. Paul's United Church. Although the laneway from Armstrong Street to Wellington Street was also designated as a "one-way street" a similar section has not been considered for this portion due to the steeper side slopes to the south, utility poles and limited room to the north (Baptist Church) as one approaches the intersection at Wellington Street. The existing walkway remains at a substandard width (typically 1.5 metre width for new construction) also due to limited cross section width in this area. Due to the location (edge of property line) of the Match Factory, there is insufficient room to extend the walkway towards Armstrong Street.

Sidewalks in Temiskaming Shores are inspected annually, as per the Minimum Maintenance Standards for Sidewalk Surface Discontinuities, focusing on major deformation and trip hazards that exceed two (2) centimetres. Identified hazards are measured, marked and recorded and corrective actions are taken to ensure that those identified are reduced or eliminated.

Further to the letter dated June 2, 2015 (**Appendix 01**) Public Works staff reviewed the section of walkway as part of the 2015 annual inspection and marked a defect as noted in the letter received on October 20, 2015 (**Appendix 02**). The defect was reduced by grinding the area with a carbide blade attached to a grinder designed for that purpose.

Reconstruction of this section of roadway (including sidewalk or walkway) has not been included as a priority in the current Asset Management Plan. Currently, sidewalks also exist along both sides of Wellington Street from Whitewood Avenue to Church Street (laneway) and on the south side of Sharpe Street from Church Street to Armstrong Street. These sections of walkways are wider with less of a grade to navigate and the latter section is not maintained during the winter months due to accessibility for the sidewalk machine. The walkway on Church Street from the Match Factory to Wellington is maintained by the grader while the street cleaning operation is taking place.

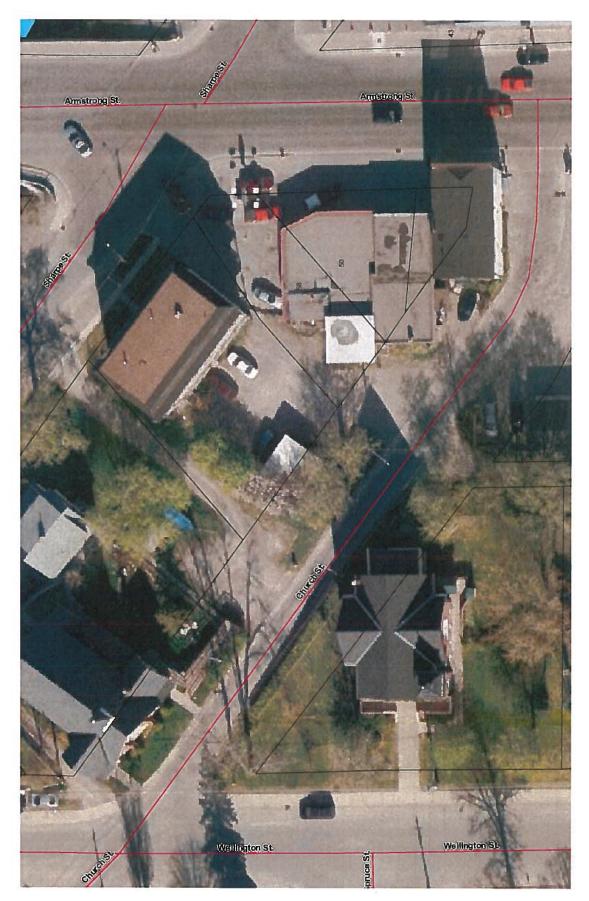
Reviewed and approved by:

ĩ

Reviewed and submitted for Council's consideration by:

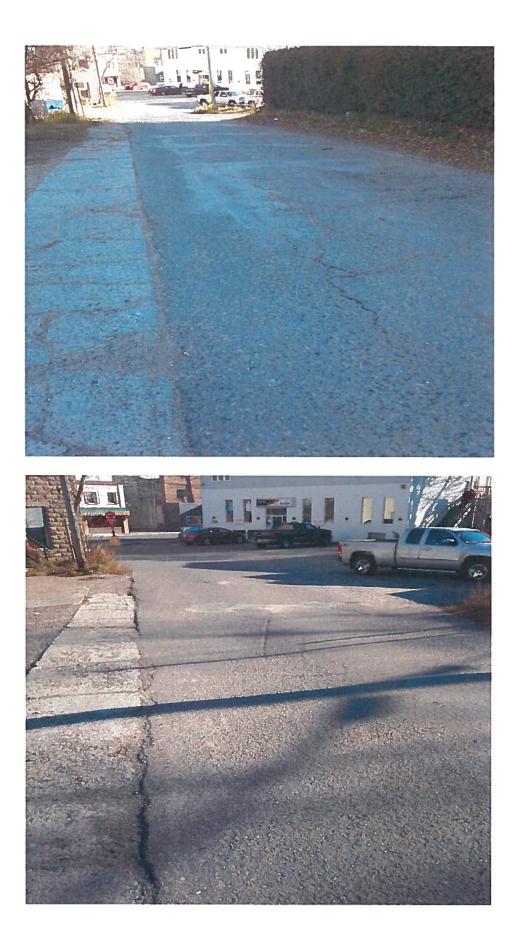
G. Douglas Walsh Director of Public Works

Christopher W. Oslund City Manager



Appendix 04 – Sketch, Church Street (30 foot Laneway) Armstrong Street to Wellington Street







Heads UP Alert keeping members informed.

December 1, 2015

#### Provincial Government denies local land transfer tax to cities outside of Toronto

The Provincial Government announced today that municipalities outside the City of Toronto will not be allowed to charge local land transfer taxes on property sales. Minister of Municipal Affairs and Housing Ted McMeekin stated that such a tax would add thousands to the cost of a home and "It is clear that there has been no call for a municipal land transfer tax."

OGRA is very disappointed with the government's decision, and has in fact been advocating quite strongly for the past two years to extend the taxing authority currently enjoyed by the City of Toronto to other municipalities. "For the Minister to claim that there "has been no call" for this tax is absurd" stated Executive Director Joe Tiernay. "OGRA, AMO and even former Mississauga Mayor Hazel McCallion have gone on record requesting the same taxing authority as the City of Toronto, which includes the local land transfer tax," he stated.

OGRA President Rick Champagne stated that he too was disappointed in the decision. "OGRA has advocated to give local councils the authority to do what's best for their communities" he said. "This decision makes it clear that the Province does not yet trust municipalities to govern in the best interests of their citizens".

OGRA will continue to advocate for optional revenue generating tools for its members despite this decision.

The mandate of the Ontario Good Roads Association (OGRA) is to represent the infrastructure interests of municipalities through advocacy, consultation, training, and the delivery of identified services.

Ontario Good Roads Association 1525 Cornwall Road, Unit 22 Oakville, ON L6J 0B2 PHONE: 289-291-OGRA (6472) FAX: 289-291-6477

www.ogra.org



November 30, 2015

Greetings,

With the New Year fast approaching, our Office would like to provide you with information about the expansion of the Ombudsman's jurisdiction to municipalities. As of January 1, 2016, the Ombudsman can begin accepting, resolving and investigating complaints about municipalities under the *Public Sector and MPP Accountability and Transparency Act, 2014*. The Ombudsman's jurisdiction will extend to municipalities, local boards and municipally-controlled corporations, with some exceptions as set out in regulation.

The Ontario Ombudsman is an independent officer appointed by the Legislative Assembly of Ontario to conduct impartial investigations into individual and systemic issues relating to the administrative conduct of public bodies. The Ombudsman's services are available to anyone free of charge.

As we do with the tens of thousands of provincial complaints we handle every year, we will work to resolve complaints about municipalities wherever possible. We resolve most complaints without the need for an investigation or report.

We are an office of last resort, meaning individuals should exhaust any available appeal mechanisms (such as the Ontario Municipal Board) before complaining to the Ombudsman. The Ombudsman also strongly encourages municipalities to resolve local issues at the local level, and to create their own complaint resolution mechanisms, which may include appointing accountability officers such as integrity commissioners, ombudsman and auditors general.

If internal complaint mechanisms are unable to resolve the problem and the Ombudsman determines that an investigation is warranted (either into an individual complaint issue or a broader systemic one), relevant municipal sector entities will be notified by our Office and required to co-operate with our investigation. The Ombudsman may report findings and recommendations publicly. However, the Ombudsman cannot overturn any decisions of a municipal sector entity, and recommendations are not binding.

The Ombudsman's Office has 40 years of experience in resolving and investigating administrative problems throughout the provincial government. We handle more than 23,000 complaints each year by applying alternate dispute resolution strategies – resolving over half of all cases in less than two weeks.

At the same time, almost all of the Ombudsman's recommendations for systemic change have been accepted by the government in the past 10 years, resulting in administrative improvements that have positively affected millions of Ontarians (e.g., expansion of newborn screening, a more secure lottery system, better monitoring of unlicensed daycares). We have always received excellent co-operation from the public bodies we oversee.

We have recently reached out to the Association of Municipalities of Ontario, the Association of Municipal Managers, Clerks and Treasurers of Ontario and other stakeholders to share information about our Office's role. Today, we are also inviting you to complete a brief online survey (information attached) that will help us in responding to any complaints we may receive about your municipality. Please note



that we are seeking contact information for officials who have direct responsibility for areas related to complaint resolution, as opposed to protocol officers or communications staff. Although we are happy to deal with these officials for communications-related matters, when we are make inquiries about complaints, we communicate directly with staff who have the most relevant information about the matter at issue.

For more information about how we work and our new mandate with respect to municipalities, you might wish to review our Frequently Asked Questions at <u>https://ombudsman.on.ca/About-Us/MUS-FAQ.aspx</u> and our new brochure, *Complaints about Municipalities*, at http://www.ombudsman.on.ca/Resources/Brochure.aspx.

We also have an Open Meeting Law Enforcement Team which deals with complaints that municipal meetings have been improperly closed to the public under the *Municipal Act*. For more information on the activities of the Open Meeting Law Enforcement Team, please see our OMLET Annual Report here: <a href="https://ombudsman.on.ca/Investigations/Municipal-Meetings/Municipal-Annual-Reports.aspx">https://ombudsman.on.ca/Investigations/Municipal-Meetings/Municipal-Annual-Reports.aspx</a>.

Our latest Annual Report, published in July for the 2014-2015 fiscal year, also provides a good overview of our work. It can be found online here: <u>https://ombudsman.on.ca/Resources/Reports/2014-2015-Annual-Report.aspx?lang=en-CA</u>. You can also receive information about our office monthly by subscribing to our e-newsletter at <u>https://ombudsman.on.ca/Newsroom/E-Newsletter.aspx</u>.

My team and I would be happy to answer questions, provide copies of our publications, or connect you with our colleagues who will be working on municipal cases. Please contact us by emailing <u>thewatchdog@ombudsman.on.ca</u>, or call our Communications Officers: Laura Nadeau (416-586-3402) or Cynthia McQueen (416-586-3525).

Sincerely,

And

Linda Williamson Director of Communications, Office of the Ombudsman of Ontario

Encl.



ONTARIO'S WATCHDOG CHIEN DE GARDE DE L'ONTARIO

#### MUNICIPALITY CONTACT SURVEY

As noted in our letter, in anticipation of the Ontario Ombudsman's new jurisdiction over municipalities as of January 1, 2016, our Office would appreciate receiving some information about your municipality to assist us in responding to any complaints we may receive.

We kindly ask that you complete the online, confidential survey here: <u>https://www.surveymonkey.com/r/XQCMLTS</u>

The information gathered will be used by our staff to inquire about relevant processes and, where necessary, to provide referrals to complainants.

After January 1, 2016, should any complaints remain unresolved after relevant processes have been exhausted within your municipality, you may refer individuals to the Ombudsman's office at <u>https://ombudsman.on.ca/Make-A-Complaint.aspx</u>.

Should you have any questions about the survey, our Office, or anything else relating to our work and new role relating to municipalities, please email our Communications team at <u>thewatchdog@ombudsman.on.ca</u> and we will be happy to assist you. Our Communications Officers would also be happy to answer your questions, or refer you to someone who can: Laura Nadeau (416-586-3402) or Cynthia McQueen (416-586-3525).

325 Farr Drive P.O. Box 2050 Halleybury, Ontario POJ 1K0



Tel: (705) 672-3363 Fax: (705) 672-3200 www.temiskamingshores.ca

November 30, 2015

Rate Payers Association 102 King Street North Cobalt, ON pOJ 1RO

**Dear Members** 

In response to your letter and presentation to council dated November 3<sup>rd</sup>, I, on behalf of our council, would like to provide the following information.

The doctor shortage has been an issue that this council has made great strides to address. We have been an integral part of the Doctor Recruitment Committee over the last 5 years, providing the majority of the funding for this committee, which has allocated \$40,000 signing bonuses for new recruits, subsidized office rents, and covering the costs for recruitment events. We are working with the Hospital, and the three Family Health Teams, to look at the needs of our residents, and to find solutions.

The Haileybury Fire Rescue Van, is part of the Master Fire Plan, and was actually scheduled to have been replaced in 2015. It will replace a vehicle that was never designed for its present use, which is providing all the fire suits, and special breathing apparatus needed when these firemen reach the fire scene. Taking into account that all but the Fire Chief are volunteers, the cost for providing our city with fire protection, is extremely low compared to other cities. Kirkland Lake has a payroll of over a million dollars for a smaller community. With the newly mandated regulations, we have added a training officer, as a pilot project, our Fire Prevention Officer, does the necessary inspections, to greatly reduce our fire incidents.

With so many infrastructure projects needed in the city, it is impossible to cover everything within our cash flow, so this vehicle will be financed over the next 10 years, through an OILC loan at 2.32% interest. Without upgrading our Fire Fleet, we risk the Fire Underwriters increasing our rating, which would in turn, increase the fire insurance rates to our local businesses and residents alike.

Your statement is incorrect regarding us spending half a million dollars a year replacing fire equipment. My comment was that we should spend between \$400,000 and \$500,000, a year to replace our aging Public works and Recreation Fleet. Council now has a fleet replacement plan to consider as part of this year's budget, which will be addressed over the next few weeks.

Hopefully this will explain and clarify, council's decisions on these matters.

Sincerely KI

Carman Kidd

325 Farr Drive P.O. Box 2050 Halleybury, Ontario P0J 1K0



Tel: (705) 672-3363 Fax: (705) 672-3200 www.temiskamingshores.ca

November 27, 2015

PUBLIC INPUT CO-ORDINATOR Policy Division Ministry of Natural Resources and Forestry Species Conservation Policy Branch Wildlife Section 300 Water Street Peterborough, ON K9J 8M5

RE: EBR # 012-5485-Black Bear

The City of Temiskaming Shores strongly supports the reinstatement of the spring bear hunt as it was prior to 1999. We have a large farming community, in the South Timiskaming District, and the number of nuisance bear issues, has mushroomed recently, not only in the farming areas, but also within our city boundaries.

Safety has become a major issue, in our area, as the sheer number of siting's is way up, and the bears are no longer afraid of humans, and are getting bolder, and bolder. Damage by bears, to farmer's crops is also on the rise. I have firsthand knowledge of this on my farms, as well as my neighbors.

The spring bear hunt has always been a sustainable wildlife tool that has been used to regulate the bear population and increase the safety of Ontarians. And the loss of the hunt has also caused economic hardship for many businesses, including tourist outfitters.

Hopefully your government will reinstate the spring bear hunt, before someone gets seriously injured or worse.

Yours truly,

Kild

Carman Kidd Mayor





#### **Ontario Passes Legislation to Promote Smart Community Growth**

Province Expands Municipal Revenue Tools and Streamlines Land Use Planning and Appeals December 3, 2015 12:30 P.M.

Today Ontario passed legislation to give the province's residents a greater say in how their communities grow and to provide municipalities with more opportunities to fund community services like transit and recycling.

The <u>Smart Growth for Our Communities Act, 2015</u>, which reforms the <u>Development Charges</u> Act and the Planning Act, will:

- Help municipalities recover more money to pay for transit services and waste diversion
- Give residents a meaningful say in how their communities grow by requiring municipalities to look at opportunities to better involve residents in the planning process for new developments and enhancing a planning tool that will be developed with resident and stakeholder input
- Promote and protect green spaces by encouraging more municipalities to develop plans that help determine the need for parkland in the municipality
- Help municipalities resolve potential planning disputes earlier at the local level, such as through alternative dispute resolution, to reduce the involvement of the Ontario Municipal Board in local disputes
- Make the planning and appeals process more predictable by extending the review of new municipal official plans - plans that lay out how municipalities will grow and develop - to 10 years, instead of five
- Make the development charges system a system for municipalities to help cover the costs necessary for growth from developers more predictable, transparent and accountable by creating clearer reporting requirements for capital projects that municipalities are financing through development charges
- Make the collection and use of money paid by developers for higher and denser developments, as well as for parkland, more transparent and accountable

Helping communities grow is part of the government's plan to build Ontario up. The four-part plan includes investing in people's talents and skills, making the largest investment in public infrastructure in Ontario's history, creating a dynamic, innovative environment where business thrives and building a secure savings plan.

#### QUOTES

"We want to grow Ontario's communities in a way that creates vibrant towns, cities and regions. The Smart Growth for Our Communities Act provides the people of Ontario with a transparent and predictable system for planning and managing growth within their communities."

- Ted McMeekin

Minister of Municipal Affairs and Housing

#### QUICK FACTS

- The act is based on input from across Ontario including more than 20 public workshops and stakeholder meetings as well as more than 1,200 submissions on the land use planning and appeal system and the development charges system.
- Municipalities use official plans and zoning bylaws to plan for and control development.
- Approximately 200 of Ontario's 444 municipalities use development charges.

#### LEARN MORE

• <u>Bill 73</u>

Mark Cripps Minister's Office Mark.Cripps@ontario.ca 416-585-6842 Conrad Spezowka Communications Conrad.Spezowka@ontario.ca 416-585-7066 Available Online

Ministry of Energy	Ministère de l'Énergie
Office of the Minister	Bureau du ministre
4th Floor, Hearst Block 900 Bay Street Toronto ON M7A 2E1 Tel.: 416-327-6758 Fax: 416-327-6754	4e étage, édifice Hearst 900, rue Bay Toronto ON M7A 2E1 Tél. : 416 327-6758 Téléc. : 416 327-6754



December 4, 2015

His Worship Carman Kidd Mayor City of Temiskaming Shores municipality@temiskamingshores.ca

Dear Mayor Kidd:

Our government recognizes that sound, prudent long-term energy planning is essential to a clean, reliable and affordable energy future. On October 28, 2015 our government introduced legislation, the Energy Statute Law Amendment Act, 2015 (Bill 135) that, if passed, would replace the current Integrated Power System Plan (IPSP) process with an enhanced Long-Term Energy Plan (LTEP) process that is transparent, efficient and responsive to changing policy and system needs. I am writing today to provide an outline of this proposed process.

Bill 135 would establish a long-term planning framework that builds on the robust process used to develop Ontario's 2013 LTEP, of which you were an integral part. This LTEP process is designed to balance the principles of cost-effectiveness, reliability, clean energy, community and Aboriginal engagement, as well as conservation and demand management.

The proposed LTEP process would start with the Independent Electricity System Operator (IESO) submitting to the Ministry a technical report setting out the current state of the electricity system, including the adequacy and reliability of the province's resources. This report would be made available to the public ahead of the LTEP consultation to provide stakeholders with a clear and comprehensive understanding of the province's supply and demand situation ahead of public consultations.

Following the IESO's technical report, the Ministry would conduct extensive consultations with the public, stakeholders and Aboriginal communities in a variety of forums and mediums. This mandatory consultation stage would ensure that all interested members of the public, industry stakeholders, and Aboriginal communities are afforded the opportunity to provide input into the planning process.

The Ministry and its agencies would then be responsible for preparing the LTEP, based on the data provided by the IESO and feedback received through the consultations. The LTEP would include specific goals and objectives for Ontario's energy system and would require Cabinet approval before it is issued to the public.

Once the LTEP is finalized, the IESO and the OEB would develop their respective implementation plans, outlining frameworks on how best to implement the LTEP's goals and objectives – this could include proposed procurements, programs and policies, as appropriate.

In support of Open Government, Open Dialogue and Open Data, Bill 135 would require publication of the LTEP and other key information used in its development on a Government of Ontario website.

Finally, Bill 135 proposes a change to transmission planning and procurement. The legislation would empower the IESO to competitively procure transmission or competitively select transmitters.

The proposed planning process would provide an opportunity for stakeholders to play a critical role in the development of the LTEP through participation in the consultation and engagement process.

Enclosed for your reference, please find a briefing deck with additional detail on the proposed process.

Sincerely,

Bob Chiarelli Minister

Enclosure

c: Serge Imbrogno, Deputy Minister, Ministry of Energy Matthew Whittington, Senior Policy Advisor, Minister of Energy's Office



# Electricity Statute Law Amendment Act, 2015 (Schedule 2)

# Amendments to the *Electricity Act, 1998* and the *Ontario Energy Board Act, 1998*

2015



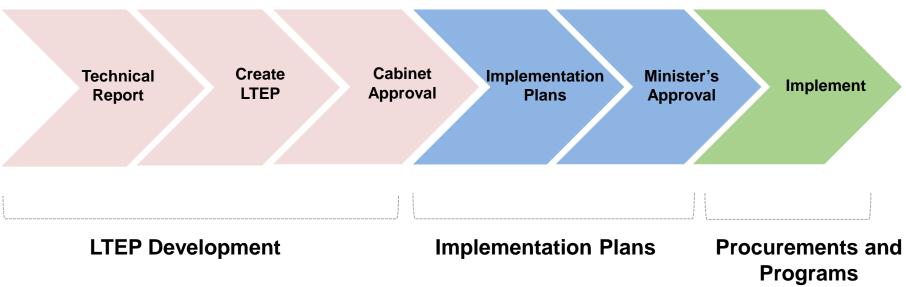
# Overview – Energy System Planning & Transmission

- On October 28, 2015, the Minister of Energy introduced the *Energy Statute Law Amendment Act, 2015* (Bill 135).
- Bill 135 would amend the *Electricity Act, 1998* and the *Ontario Energy Board Act, 1998* to replace the current electricity planning process, known as the Integrated Power System Plan (IPSP) process with a Long Term Energy Plan (LTEP) process and to empower the Independent Electricity System Operator (IESO) to undertake competitive selection or procurement processes for electricity transmission projects when appropriate.
- The proposed legislation would enshrine this LTEP process to ensure that energy planning is done transparently and pragmatically and that future LTEPs are developed consistent with the principles of cost-effectiveness, reliability, clean energy, community and Aboriginal engagement, and emphasis on conservation and demand management.



### Summary of Proposed LTEP Framework

The Long Term Energy Planning process proposed in Bill 135 would include the following elements.



 Consultations with public and stakeholders in the development of the LTEP through meetings, public sessions and online.

#### Implementation plans developed by Independent Electricity System Operator and the Ontario Energy Board

Independent Electricity
 System Operator and
 the Ontario Energy
 Board implement based
 on approved
 implementation plans.



# Support for Open Government

- Consistent with the Open Government initiative, when developing the LTEP, a significant level of consultation would be required with relevant stakeholders, consumers and First Nation and Métis communities.
- The Minister would be obligated to consider feedback received during the consultations in developing the LTEP.
- To ensure that the public and stakeholders are able to participate in the consultation process, the proposed legislation would require consultation to occur in a number of different manners, including:
  - Posting notice of consultations and relevant information on the Environmental Registry (e.g. LTEP discussion document);
  - Scheduling in person consultation sessions; and
  - Using online and other consultation tools.
- To support the government's Open Data initiative, the proposed legislation would require the following documents be made available to the public:
  - The IESO's technical document;
  - The LTEP; and
  - Key information such as data and cost projections used in the development of the LTEP.



# Technical Report by the Independent Electricity System Operator

- As the first step in the LTEP process, the Minister of Energy would request that the Independent Electricity System Operator develop and submit a technical report setting out the current status of the electricity system, including the adequacy and reliability of electricity resources.
- The technical report would create a starting point for the development of the LTEP in order to guide the consultation process.
- The report would be available to the public ahead of consultations.

# **Creation of LTEP and Cabinet Approval**

- The Ministry of Energy leads the creation of the LTEP that would set out the government's goals and objectives with respect to specified matters.
- Consistent with the government's Open Government initiative, a significant level of consultation would be required with relevant stakeholders, consumers and First Nation and Métis communities and the Minister would be required to consider feedback received during the consultations when developing the LTEP.
- The LTEP would be subject to Cabinet approval and posted on the Ministry of Energy's website.



# LTEP Implementation

# Lieutenant Governor in Council (LGIC) Approved Implementation Directives

 To ensure that the government's goals and expectations outlined in the LTEP are implemented, the proposed legislation includes authority for directives, approved by the Lieutenant Governor in Council, to be sent to the Independent Electricity System Operator and the Ontario Energy Board setting out the government's requirements for implementation and directing each agency to develop respective implementation plans.

# **Implementation Plans**

- The proposed legislation includes roles for both the Independent Electricity System Operator and the Ontario Energy Board to ensure implementation of the objectives set out in the LTEP.
- Upon receiving an implementation directive, the two agencies would develop respective implementation plans outlining frameworks on how best to implement the government's objectives and requirements.



# Implementation

 Once implementation plans are approved by the Minister of Energy, the Independent Electricity System Operator and the Ontario Energy Board would move forward with procurements and the development of programs or policies as identified in their implementation plans.

# Minister's Direction Making Authority

- The Minister would be authorized to issue directions to the Independent Electricity System Operator on the following matters:
  - Implementing procedures for consulting aboriginal peoples or other persons on the planning, development or procurement of electricity supply, capacity and transmission or distribution systems;
  - Establishing programs or funding to facilitate the participation and engagement of aboriginal peoples or other persons in the electricity sector; and
  - Undertaking reviews and providing information and reports to the Minister.



# Transmission: Planning and Procurement

- The proposed legislation would enable the Independent Electricity System Operator, where directed, to competitively procure transmission and enter into a contract or alternatively to competitively select a transmitter that would then apply to the Ontario Energy Board for cost recovery through rates.
- This would require the Independent Electricity System Operator to develop and implement procurement processes for transmission projects as part of its LTEP implementation plan, for Minister approval.
- The proposed legislation would also amend the Ontario Energy Board Act, 1998 to:
  - Expand the Minister's authority, subject to Cabinet approval, to direct the Ontario Energy Board with respect to transmission systems, including designating transmitters through licence amendments.
  - Ensure that only those transmitters selected through an Independent Electricity System Operator selection process could apply to the Ontario Energy Board for leave to construct the project; and
  - Allow the Ontario Energy Board to determine if a hearing for a leave to construct application is required where a transmitter has been selected as part of an Independent Electricity System Operator-led competitive procurement process.





# Joie de vivre

The Corporation of the Municipality of West Nipissing La Corporation de la Municipalité de Nipissing Ouest 101-225, rue Holditch Street, Sturgeon Falls, ON P2B 1T1

> P/T (705) 753-2250 (1-800-263-5359) F/TC (705) 753-3950

December 3, 2015

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

Dear Sir / Madam;

#### **Re: REQUEST FOR SUPPORT - STABILIZING HYDRO RATES**

Further to a meeting of Council of the Municipality of West Nipissing held on Tuesday, November 17<sup>th</sup>, 2015, a resolution was passed by Council to petition the Government of Ontario to intercede on behalf of Northern Ontario residents and businesses who are burdened with unmanageable financial hardship due to increasing hydro rates.

RECEIVED

DEC 0 7 2015

The constant rising of hydro rates creates a financial burden for residents and families on fixed or low income as well as for local businesses or manufacturers trying to be competitive in the marketplace.

A copy of resolution no. **2015/475** is attached hereto and the Council of the Municipality of West Nipissing is seeking support in the form of a resolution from surrounding municipalities in Northern Ontario whose residents and businesses face this same challenge. We are requesting that this resolution be presented at your next Council meeting for support.

We shall anticipate receipt of your favorable reply to this matter in due course.

Sincerely,

Anice Dupues Jarlice Dupuis

Deputy Clerk / Executive Assistant to the Chief Administrative Officer

/ Encl.

cc: Minister of Finance Minister of Energy Association of Municipalities of Ontario (AMO) Federation of Northern Ontario Municipalities (FONOM) Northern Ontario Municipalities Northern Ontario MPPs

visit our website at • visitez notre site web à www.westnipissingouest.ca

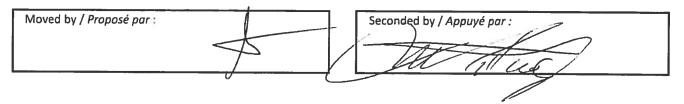


## The Corporation of the Municipality of West Nipissing La Corporation de la Municipalité de Nipissing Ouest

Resolution No.

2015 / 4 7 5

# NOVEMBER 17, 2015



WHEREAS the Council of the Municipality of West Nipissing discussed the recent hydro rate increases imposed by Hydro One during its meeting held on November 10<sup>th</sup>, 2015;

AND WHEREAS members were all in agreement that such rate increases will impose undue hardship on both residents and commercial businesses in northern areas having no access to alternate energy sources, such as natural gas;

**AND WHEREAS** Council sent a resolution to the Premier of Ontario, the Minister of Finance, the Minister of Energy, area MPPs, and the Association of Municipalities of Ontario (AMO); on June 16<sup>th</sup>, 2015 opposing the privatization of Hydro One in order to keep the service accountable to the public;

**THEREFORE BE IT RESOLVED** that the Municipality of West Nipissing calls upon the provincial government to recognize the plight of northern and rural Ontario residents who are directly impacted by the rate increases and the economic ramifications on rural communities as residents are forced to leave their homes and close their businesses due to unsustainable hydro rate increases; and

**AND BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to all municipalities in the District of Nipissing in order to encourage other northern Ontario municipalities to request the provincial government to address the financial burden faced by residents and businesses due to increasing hydro rates;

**AND BE IT FURTHER RESOLVED** that the Municipality of West Nipissing communicate this resolution to the Premier, with copies to the Minister of Finance, the Minister of Energy, area MPPs, and the Association of Municipalities of Ontario (AMO), Federation of Northern Ontario Municipalities (FONOM)

	YEAS	NAYS
BRISSON, Denise		
DUHAIME, Yvon		
FORTIER, Guy		
LARABIE, Roland		
MALETTE, Léo		
RESTOULE, Jamie		
ROBERGE, Normand		
TESSIER, Guilles		1
SAVAGE, Joanne (MAYOR)		1

	and the second second
Carried:	Cange.
Defeated:	<u></u>
Deferred or tabled:	



DEC 0 7 2015

November 25, 2015

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

Dear Mayor Kidd:

#### RE: LAS Natural Gas Program – 2013-14 Period Reserve Fund Rebate

LAS is pleased to announce a rebate to all LAS Natural Gas Program members. The amount being rebated back to your municipality is **\$6,090.74**.

This amount represents your municipality's proportionate share of the \$1 million reserve fund surplus that is being returned to program members that had accounts enrolled in the LAS Natural Gas Program during the 2013-14 program year (November 1, 2013 - October 31, 2014).

A copy of this letter and the cheque for your municipality has been sent to the designated LAS program contact (see CC below).

Your municipality's share of the program reserve fund was calculated using actual consumption data for all accounts enrolled in the LAS program for the November 1, 2013-October 31, 2014 period. The consumption data was aggregated at the organizational level and the payment amount is based on your proportionate share of the total LAS program volume.

We look forward to your continued involvement in this valuable program. Should you have any questions please contact Jason Hagan, LAS Program Manager at ext. 320 or at <u>jhagan@amo.on.ca</u>.

Sincerely,

Nancy Plumridge President

CC: Mitch Lafreniere, Manager of Physical Assets



200 University Ave. Suite 801 Toronto, ON, M5H 3C6 www.las.on.ca las@las.on.ca Tel 416.971.9856 Fax 416.971.6191 Toll Free in Ontario 877. 426.6527



Dear Mayor Kidd and Temiskaming Shores' Council,

We are happy to announce that Big Bike is coming back to Temiskaming Shores on May 3<sup>rd</sup> 2016, and as in past years we would like to use your recreation centre as our host site.

We also hope that The City of Temiskaming Shores' staff would organize a team. You would take part in fun day and have a chance to earn prizes; all while raising funds that helps save lives.

What is Big Bike?

It is one bike. 30 seats. 20 minutes. 2kms. One great team working to create more survivors! The Heart&Stroke Big Bike is a team event geared towards companies, community organizations and groups. Teams are made up of 29 enthusiastic riders who each commit to raise \$50 or more to support heart disease and stroke research. On event day, one of our drivers will accompany you as you pedal through your community and celebrate your accomplishments!

Last year over 70,000 riders, in over 200 communities coast to coast, helped raise over \$8 million for research! This is helping us change the lives of not only heart disease and stroke patients, but all Canadians.

Sign up for Big Bike today at <u>www.bigbike.ca</u> under New Liskeard or contact me at 705-267-4645 ext 4349.

Just imagine how you'll feel when you ride the Big Bike...laughing, smiling, and celebrating! That's what you'll help give back to people who are touched by heart disease and stroke by fundraising. Most teams raise between \$2,000 and \$3,000 dollars. Try to do the same so that together, we can create more survivors.

I am looking forward to hearing from you.

Sincerely yours,

Linda Horn Area Coordinator Timmins and Area PO Box 554 Cochrane, Ontario, POL 1CO| Heart and Stroke Foundation 705 267 4645 Extension 4349 Cell Phone 705 498 3282 Ihorn@hsf.on.ca heartandstroke.ca



Barking Barn Boarding and Rescue Guss Charpentier & Mavis Smith 885448 Highway 65 West New Liskeard, Ontario. P0J 1P0

November 27, 2015

City of Temiskaming Shores P.O. Box 2050 Haileybury, Ontario P0J 1K0

Dear Mayor Kidd and Council:

# RE: BUILDING AT MURRAY DANIELS PARK

Please find attached some background information regarding Barking Barn Boarding and Rescue.

We are a non-profit organization with the mandate of assisting to find new homes for abandoned and stray animals in our community.

We understand that the City is currently looking at dismantling buildings and fencing at Murray Daniels Park.

We would be very interested in the building/shed located at the park as well as any fencing that may be available. We would dismantle the building at our own cost and move it to our facility in Hudson Township. We would respectfully request that the building be donated to our operations as an in-kind gift.

We would propose to dismantle and move the building in the Spring of 2016.

We look forward to your response.

Yours truly,

guss Charpentier & Mavis Smith

# BARKING BARN BOARDING AND RESCUE



Dear Community Animal Lovers,

GUSS CHARPENTIER 105-648-4691

Barking Barn Boarding and Rescue c/o Mavis Smith 885448 Hwy 65 W Hudson Twp RR# 1 New Liskeard, ON POJ 1PO (705)647-6636

As you may be quite aware, we have a growing problem in our northern communities of abandoned and stray dogs and cats. We have been helping these dogs and cats for a number of years, privately through our own personal funds and fostering. The problem is exceeding what private individuals can accomplish and we now need the help of our community. We currently need to expand from foster pet parenting to a shelter. We are now operating a no kill shelter called Barking Barn Boarding and Rescue (watch for grand opening) to receive abandoned, abused, stray or surrendered animals. We do promote responsible dog ownership through education, screening and spay/ neuter of all our dogs in care. Our rescue division operates as a donation based rescue dedicated to helping dogs in need. Dogs that are from Temiskaming Shores, Cobalt, Latchford, Earlton, Hudson/Kerns / Harley Townships , Kenebeek, Elk Lake and on an occasion beyond.

We receive no government funding but depend on the public's generosity. We are reaching out to the community for support and donations to be able to continue to rescue. We are requesting donations to help us cover ongoing costs for vet care, food, shelter, rehab, neuter or spay, and to find forever homes. Donations can be monetary, dog/cat food/ treats, dog/cat care products, dog/cat toys, fencing, or cleaning supplies . Anything dog/ cat related. The list is long but necessary to address.

Businesses can offer pay a toonie for dress down days, collection of food, offer counter space to place a donation box or donate open or about to expire products or do a BBQ fundraiser.

Running a donation based rescue can be daunting task. Every one can do something to help relieve the problem and it will be through generous donations from people and local businesses that will allow us to make the difference. Animals are our companions and deserve to be treated with dignity, respect and love. All donations can be picked up/ dropped off or mailed to above contact. Thanks in advance. Watch us grow...helping one dog/cat at a time.

Sincerely,



# TEMISKAMING SHORES POLICE SERVICES BOARD

# MONDAY, DECEMBER 7, 2015 AT 10:00 A.M.

# CITY HALL COUNCIL CHAMBERS – 325 FARR DRIVE

# <u>MINUTES</u>

# 1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 10:03 a.m.

# 2. <u>ROLL CALL</u>

PRESENT: Board Chair Doug Jelly Board Members Gail Moore, Ruth Shepherdson, Brian Thornton and Danny Whalen

ALSO

PRESENT: Kelly Conlin, Recording Secretary Staff Sergeant Joel Breault, O.P.P. – Temiskaming Detachment

REGRETS: Christopher W. Oslund, Board Secretary Inspector Brent Cecchini, O.P.P. – Detachment Commander

MEMBERS OF THE PUBLIC PRESENT: None

# 3. ADDENDUM/ANNOUNCEMENTS

#### Additions:

Under Item 10 – New Business:

e) Meeting Times

# 4. <u>APPROVAL OF AGENDA</u>

Resolution No. 2015-030Moved by:Ruth ShepherdsonSeconded by:Danny Whalen

Be it resolved that the Temiskaming Shores Police Services Board approves the agenda as amended.

CARRIED

## 5. PRESENTATIONS/DELEGATIONS

None

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

None

## 7. <u>APPROVAL OF MINUTES</u>

Resolution No. 2015-031Moved by:Brian ThorntonSeconded by:Ruth Shepherdson

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on September 21, 2015 be approved as printed.

CARRIED

#### 8. <u>CORRESPONDENCE</u>

a) CERB 911 Report – July/August/September/October 2015

Reference: Received for information.

b) Hugo Rivet, Temiskaming Shores

Re: Skateboard Park Concerns

Reference: Received for information.

c) Marc Bedard, Superintendent Commander – Municipal Policing Bureau – Ontario Provincial Police

Re: 2016 Municipal Policing Billing Statement

Reference: Received for information.

d) Jack Esselment, Chair – Haldimand County Police Services Board

Re: Ontario Provincial Police – Board Reporting

Reference: Received for information.

e) Dela Horley, Secretary – Lambton Group Police Services Board

Re: Patch 4 Patch Program

Reference: Motion to be presented.

f) Rosalie A. Evans, Solicitor-Clerk – Municipality of Neebing

Re: Police Services Act Consultation

Reference: Received for information.

g) Craig Reid, Senior Advisor – Association of Municipalities of Ontario

Re: POA Default Fees Doubled

Reference: Received for information.

Resolution No. 2015-032Moved by:Brian ThorntonSeconded by:Danny Whalen

Be it resolved that the Police Services Board agrees to deal with Communication items 8 a) to 8 g) according to the agenda references.

CARRIED

## 9. OPP BUSINESS

#### a) **OPP Report – September/October 2015**

Resolution No. 2015-033Moved by:Gail MooreSeconded by:Danny Whalen

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the September/October 2015 Ontario Provincial Police - Temiskaming Detachment Reports.

CARRIED

#### 10. <u>NEW BUSINESS</u>

#### a) **OAPSB Report – Doug Jelly**

Board Chair Doug Jelly presented a verbal report as OAPSB Director.

#### b) 2016 Budget

Resolution No. 2015-034Moved by:Gail MooreSeconded by:Ruth Shepherdson

Be it resolved that the Temiskaming Shores Police Services Board hereby approves the 2016 Police Services Budget Estimates in the amount of \$2,245,729 for Policing Services and \$12,066 for Board Operations in accordance with Section 39 of the Police Services Act, 1990; and

Further that the Board agrees to forward the 2016 Police Services Budget Estimates to the Council for the City of Temiskaming Shores for their consideration and approval.

CARRIED

#### c) Patch 4 Patch Program

Resolution No. 2015-034Moved by:Danny WhalenSeconded by:Brian Thornton

Whereas the Patch 4 Patch Program was initiated to address Fentanyl abuse by requiring prescription holders to return used patches at pharmacies for refills; and

Whereas the Patch 4 Patch Program has proven successful in other communities, such as North Bay and St. Thomas; and

Whereas the Temiskaming Police Services Board believes that a Patch 4 Patch Program would beneficial to protect the citizens of Temiskaming Shores.

Now therefore be it resolved that the Temiskaming Shores Police Services Board encourages the Ontario Provincial Police to support the Patch 4 Patch Program in Temiskaming Shores and promote it throughout the Temiskaming Detachment Service Area.

CARRIED

## d) Parking Enforcement – Haileybury Arena

The City currently has a .5 FTE By-law Enforcement Officer. Concern has been expressed about parking near the Haileybury Arena that posing a risk to Public Safety.

The City will be performing regular Parking Enforcement and the OPP were requested to assist in monitoring the Haileybury Arena area.

#### e) Meeting Times

Due to meeting conflicts, Inspector Cecchini has requested the Board's consideration to move the meeting time to 1:00 p.m. instead of 10:00 a.m.

The Board's New Procedural By-law states that the meetings are to be held at 10:00 a.m. It was suggested that the Board's Procedural By-law be amended prior to final passing to state that the Board meetings will be set at a mutually agreeable time as set from time-to-time.

The Board agreed to amend the Procedural By-law to allow flexibility in setting the time of the meetings.

#### 11. <u>BY-LAWS</u>

Resolution No. 2015-035Moved by:Gail MooreSeconded by:Brian Thornton

Be it resolved that:

By-law No. 2015-002 Being a by-law to Govern the Proceedings of the Temiskaming Shores Police Services Board and the Conduct of its Members

be hereby given first and second reading (as amended).

Resolution No. 2015-036

Moved by: Brian Thornton Seconded by: Gail Moore

Be it resolved that By-law No. 2015-002 be given third and final reading, be signed by the Board Chair and Secretary and the Board Seal attached thereto.

CARRIED

## 12. <u>CLOSED SESSION</u>

None

## 13. SCHEDULE OF MEETINGS

a) Regular Police Services Board meeting – January 18, 2016 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

## 14. ADJOURNMENT

<u>Resolution No. 2015-037</u> Moved by: Seconded by:

Be it resolved that the regular meeting of the Temiskaming Shores Police Services Board hereby adjourns at 11:19 a.m.

CARRIED

CHAIR

SECRETARY



# 1.0 CALL TO ORDER

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

# 2.0 ROLL CALL

PRESENT:	Councillor Mike McArthur; Councillor Jesse Foley; Tammie Caldwell,
	Director of Recreation; Jeff Thompson, Superintendent of Community
	Programs; Paul Allair, Superintendent of Parks and Facilities; Danny
	Lavigne; Chuck Durrant; Amber Sayer
REGRETS:	Mayor, Carman Kidd; City Manager, Chris Oslund; Mike Del Monte;
	Simone Holzamer; Richard Beauchamp

# 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Jeff Thompson added the following to New Business;

• Vending Machine – Waterfront Pool/Fitness Centre

# 4.0 APPROVAL OF AGENDA

<u>Recommendation RS-2015-33</u> Moved by: **Danny Lavigne** Seconded by: **Chuck Durrant** 

Be it recommended that:

1. The Recreation Services Committee agenda for the November 10, 2015 meeting be approved as amended.

CARRIED

# 5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

• There were no disclosures of pecuniary interest and general nature

# 6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

<u>Recommendation RS-2015-34</u> Moved by: **Danny Lavigne** Seconded by: **Amber Sayer** 

Be it recommended that:

2. The Recreation Services Committee minutes of the September 14, 2015 meeting be approved as printed.

CARRIED



# 7.0 DELEGATIONS / PUBLIC PRESENTATIONS

7.1 Tammy Borgen-Flood – Healthy Kids Community Challenge

The Committee received a presentation on the Healthy Kids Community Challenge taking place in Temiskaming Shores and surrounding Communities

7.2 Amber Sayer – Age Friendly Community Project

The Committee received a presentation on the Age Friendly Community Project taking place in the City of Temiskaming Shores

#### 8.0 UNFINISHED BUSINESS

None

#### 9.0 NEW BUSINESS

*i.* Programming Update-Jeff Thompson

Jeff Thompson, Superintendent of Community Programming presented a report on operations over the summer months.

#### Discussion

The Committee received the Update

ii. Facilities Update-Paul Allair

Paul Allair, Superintendent of Parks and Facilities presented a report on operations over the summer months.

#### Discussion

The Committee received the Update

*iii.* Director's Update- Tammie Caldwell

Tammie Caldwell, Director of Recreation presented an update on the proposed 2016 Operating and Capital Budgets and presented the 2016 to 2018 proposed fees for Bucke Park and the marinas. The Committee was also updated on the Funding Application being prepared for the Ontario Municipal Cycling Infrastructure Program and the proposed route of the STATO Trail from the bridge in New Liskeard to the Dymond Recreation Park.



#### iv. Temiskaming Shores Accessibility Advisory Committee – Request for use of hall

#### Discussion

The Committee discussed a letter from the Temiskaming Shores Accessibility Advisory Committee for the use of Riverside Place for a Forrest Willett Presentation in May of 2016.

## Recommendation RS-2015-35

Moved by: Chuck Durrant Seconded by: Jesse Foley

Be it recommended that:

- 1. The Recreation Services Committee reviewed the request from the Temiskaming Shores Accessibility Advisory Committee to waive the rental fee for the use of Riverside Place Hall for the Forrest Willett Presentation and
- 2. The Recreation Services Committee approves to waive the rental fee for the Riverside Place Hall.

CARRIED

v. June Callwood Outstanding Achievement Award for Voluntarism in Ontario

#### Discussion

The Committee reviewed the letter and will forward to the Director of Recreation any volunteers they would like nominated for the award.

vi. Vending Machine at the Waterfront Pool/Fitness Centre

#### Discussion

The Vending Machine at the PF Centre has reached its lifespan and the cost to replace is \$4,000.00. The Vending Machine generates between \$2,000 and \$2,500 profit over the year and staff is considering the replacement of the machine. The Committee discussed the options and directed staff to include the machine in the 2016 operating budget.

#### 10.0 SCHEDULE OF MEETINGS

- Monday December 14, 2016
- Monday January 11<sup>th</sup>, 2016
- Monday February 8<sup>th</sup>, 2016
- Monday March 7<sup>th</sup>, 2016\
- Monday April 11<sup>th</sup>, 2016
- Monday May 9<sup>th</sup>, 2016
- Monday June 13<sup>th</sup>, 2016



# 11.0 CLOSED SESSION

• None

# 12.0 ADJOURNMENT

#### <u>Recommendation RS-2015-36</u> Moved by: **Danny Lavigne**

Be it recommended that:

1. The Recreation Services Committee meeting is adjourned at 8:06 p.m.

CARRIED

**Committee Chair** 

Recorder



Subject:	Emergency Management Program -
	Status Report

Report No.:PPP-018-2015Agenda Date:December 15, 2015

# **Attachments**

Appendix 01: Annual Statement of Completion

Appendix 02: Annual Municipal Maintenance Checklist

### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-018-2015; and
- 2. That the Annual Emergency Management Program Statement of Completion form be signed by the Head of Council and submitted along with the Annual Municipal Maintenance Checklist by the Community Emergency Management Coordinator to the Office of the Fire Marshal and Emergency Management (OFMEM) confirming the City of Temiskaming Shores 2015 Emergency Management Program maintenance requirements.

#### **Background**

The purpose of this report is to outline the remaining legislative requirements of the municipality under the Emergency Management and Civil Protection Act, and present the necessary resolutions and statement of completion required to complete the annual requirements of the Emergency Management Program.

## <u>Analysis</u>

The Province of Ontario requires the implementation of mandatory emergency management programs for all Provincial ministries and municipalities. The Elements of the emergency management program are outlined in the Emergency Management and Civil Protection Act in general and specified by Emergency Management Ontario (EMO).

The standards set by Emergency Management Ontario, in accordance with recommended international best practices, require each community to maintain the requirements of the Emergency Management Program. For the purposes of this report, the following outcomes are being presented to Council:

- > The Annual Emergency Management Program Statement of Completion; and
- The Municipal Emergency Management Program Annual Municipal Maintenance Checklist



Emergency Management Ontario has development policies/guidelines for achieving and maintaining the emergency management program. The analysis of this report is structured based on those policies/guidelines. In addition Emergency Management Ontario has developed an Emergency Management Program – Annual Maintenance Checklist that outlines the date that each requirement was completed and confirmed with OFMEM.

This report will provide to Council the remaining items as noted above, to complete our maintenance requirements for 205, and also to provide to Council the Statement of Completion for Head of Council's signature along with the Annual Municipal Maintenance Checklist. Once the Statement of Completion and the Maintenance Checklist are submitted to OFMEM, the City of Temiskaming Shores will have completed all the necessary requirements required under the Emergency Management and Civil Protection Act for 2015.

#### Financial / Staffing Implications

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

Financial implications to date have been with program resources and expenditures associated with the dissemination of public information.

Staffing implications associated with the proposed agreement are limited to normal administrative functions and duties.

#### <u>Alternatives</u>

Alternatives are not being presented at this time, as legislation requires the adoption and maintenance of an Emergency Management Program.

#### **Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

Timothy H. Uttley Fire Chief "Original signed by"

Christopher W. Oslund City Manager

# Emergency Management Program 2015 Statement of Completion

Municipality: City of Temiskaming Shores

# Verification:

 Please attach your completed "Municipal Annual Maintenance Checklist" and have officials sign below as indicated.

**We**, the undersigned, declare that the City of Temiskaming Shores has completed all of the necessary requirements of the Emergency Management and Civil Protection Act RSO 1990 and Ontario Regulation 380/04.

Community Emergency Management Coordinator Date

	Head of Council	Date		
OFMEI	M Use Only:			
	Data verified by:	Date:		
	Head Office receipt:	Date:		
	Form C-2-15			
Office of the Fire Marshal and Emergency Management – 2015				





# ANNUAL MUNICIPAL MAINTENANCE CHECKLIST 2015

# NAME OF COMMUNITY: City of Temiskaming Shores Date submitted:

Please submit all requested documentation below to Monique Laplante at <u>monique.laplante@ontario.ca</u>, or via mail at the following address:

#### Monique Laplante 3767 Highway 69 South Floor 6 Sudbury, ON P3G 1E7

The following information must be provided to the Monitor, Audit, and Review Unit to document				
	compliance	1		
CEMC DESIGNATION AND TRAINING	Primary CEMC	Name: Timothy H. Uttley		
Please provide:		Email: tuttley@temiskamingshores.ca		
1. Names of the primary and alternate		Phone: (705) 647-8298		
CEMCs, and their email and 24/7	Trained? Yes/date or			
phone number	no EM 200 (Basic	Yes: EM 200 – 9/8/2010		
2. Date that they have completed the	Emergency			
required training, including:	Management)	Yes: EM 300 – 4/1/2003		
a. EM 200 (Basic Emergency	EM 300 (CEMC			
Management)	Course)	Yes: EM240 – June 24, 2015		
b. EM 300 (CEMC Course)	EM 240 (Note Taking Course)	,		
c. EM 240 (Note Taking	IMS 100 (Introduction	Yes: IMS 100 – 9/8/2010		
Course)	to IMS)			
d. IMS 100 (Introduction to	IMS 200	Yes: IMS 200 – 9/10/2010		
IMS)		100.1110.200 0,10,2010		
e. IMS 200 (Basic IMS)	1 <sup>st</sup> Alternate	Name: Shelly Zubyck		
		Email: szubyck@temiskamingshores.ca		
See O. Reg. 380/04 Part II Section 10		Phone: (705) 672-3363		
paras 1 – 4 and Fire Marshal & Chief,	Trained? Yes/date or			
Emergency Management Guidance: 2015-	no	Yes: EM200 – 2014		
01-08 (O. Reg 380/04 Training	EM 200 (Basic	103. EM200 2014		
Requirements)	Emergency Monogement)	No: EM 300		
(logal official)	Management) EM 300 (CEMC	NO. EW 500		
	Course)	Yes: EM240 – November 2, 2015		
	EM 240 (Note Taking			
	Course)	Yes: IMS 100 – June 2015		
	IMS 100 (Introduction to IMS)	1 es. 100 - 301e 2013		
	IMS 200	Yes: IMS 200 – Oct. 14/15		
		res. 11/13 200 – Oct. 14/15		
	2 <sup>nd</sup> Alternate	name		
		email		
		phone		
	Trained? Yes/date or			
	no			
	EM 200 (Basic			
	Emergency Management)			
	EM 300 (CEMC			
	Course)			
	EM 240 (Note Taking			
	Course)			
	IMS 100 (Introduction to IMS)			
	IMS 200			

The following information must be pro	vided to the Monito compliance	r, Audit, and Review Unit to document
EMERGENCY MANAGEMENT PROGRAM COMMITTEE Please provide: 1. List or attach a list of committee	Names of committee members	See attached List
<ul><li>members, and</li><li>2. The dates on which the committee met.</li><li>See O. Reg. 380/04 Part II Section 11</li></ul>	Dates of Meetings	March 18, 2015 June 17, 2015 September 16, 2015 November 18, 2015
PROGRAM BY-LAW Please provide: 1. Date the current By-Law was passed and By-Law number	Date and Number	By-law 2006-040, April 24, 2006
<ol> <li>If the by-law has been amended or replaced, provide a copy of the new version to the Monitor, Audit, and Review Unit</li> </ol>	If by-law has been amended or replaced; has a copy been provided to OFMEM? Yes/no	No amendments made.
See EMCPA 2.1 (1) HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA) Please confirm: 1. The date on which the HIRA was reviewed by the Program Committee	On what date or dates was the HIRA reviewed and by whom.	Reviewed on June 17, 2015 by the Emergency Management Program Committee
<ol> <li>If the HIRA has been updated or amended, provide a copy to the Monitor, Audit, and Review Unit</li> </ol>	If HIRA was amended or updated, has a copy been provided to OFMEM?	No amendments made.
See EMCPA 2.1 (3 – 8 inclusive)		
EMERGENCY RESPONSE PLAN Please provide: 1. The date that the plan was	Date that plan was reviewed.	June 17, 2015
reviewed, 2. By whom it was reviewed, and	Who reviewed the plan?	Emergency Management Program Committee
<ol> <li>If amended, a copy of the revised plan, and a copy of the current by- law</li> </ol>	If plan was amended, has a copy of the new approved plan and by- law been forwarded to OFMEM and what is the date of	No amendments made.
See EMCPA Section 3 all and EMCPA Section 14 all Also O. Reg. 380/04 Part II Section 15	approval/passing of revised Plan?	
EMERGENCY OPERATION CENTRE (EOC) Please provide:	Location/address of EOC and alternate(s)	

The following information must be provided to the Monitor, Audit, and Review Unit to document				
	compliance			
<ol> <li>The location/address and phone number (if available) of the designated EOC, and alternate(s)</li> </ol>	Date that CEMC or Program Committee confirmed that the EOC has appropriate communications	Primary - 325 Farr Drive, Haileybury (705) 647-3363		
2. That the EOC has appropriate communications equipment	equipment and that it has been tested where possible. CEMC to explain what has	Alternate – 181 Drive-In Theatre Rd., New Liskeard (705) 647-8298		
See O. Reg. 380/04 Part II Section 13.(1) and (2)	changed and when changes were made.	Confirmed: July 25, 2008		
<b>CRITICAL INFRASTRUCTURE(CI) LIST</b> Please provide:	Date that CI list was reviewed.	March 18, 2015		
1. The date on which the CI list was				
reviewed,	Who reviewed the CI list?	Emergency Management Program		
2. By whom it was reviewed, and		Committee		
<ol> <li>If the CI list has been amended or updated, a copy of the revised CI list.</li> </ol>	If CI list has been amended, has copy been provided to OFMEM and on what	No change, last revised October 15, 2014		
See EMCPA Section (3)	date?			

The following information must be provided to the Monitor, Audit, and Review Unit to document compliance			
<ul> <li>ANNUAL TRAINING</li> <li>Please provide: <ol> <li>Date of training,</li> <li>Type of training conducted, and</li> <li>List of attendees</li> </ol> </li> <li>See EMCPA Section 2.1 (2) (b)</li> <li>Also EMCPA Section 3.5</li> <li>Also O. Reg. 380/04 Part II Section 12 (3)</li> <li>Also Fire Marshal &amp; Chief, Emergency</li> <li>Management Guidance: 2015-01-08 (O. Reg 380/04 Training Requirements)</li> </ul>	Date(s) of Training Type of training (including note taking, continuity of operations, and hazard-specific training) lasting at least 4 hours List of attendees	November 2, 2015 November 18, 2015 December 11, 2015 Note Taking Emergency Control Group Training Emergency Response Plan Continuity of Operations Planning IMS See Attached	
<ul> <li>ANNUAL EXERCISE</li> <li>Please provide: <ol> <li>Date of the exercise,</li> <li>Type of exercise conducted,</li> <li>Aim of the exercise,</li> </ol> </li> </ul>	Date of Exercise Type of exercise	December 11, 2015 Table Top	
<ol> <li>List of participants,</li> <li>Findings of evaluators, and</li> <li>Corrective Actions proposed based on findings of the evaluators.</li> </ol>	Aim of exercise	See Attached	
See EMCPA Section 3(5) Also O. Reg. 380/04 Part II Section 12(6)	List of participants Findings	See Attached See Attached	
	Corrective Actions proposed	See Attached	
EMERGENCY INFORMATION OFFICER	Name of EIO	Dave Treen, Clerk	
<b>(EIO)</b> Please provide:	Date appointed	November 18, 2007	
1. The name of the designated Emergency Information Officer.	24/7 contact info	(705) 672-3363	
See O. Reg. Part II Section 14 all <b>PUBLIC EDUCATION</b> Please provide: 1. A description of the Public Education activities conducted by the municipality. 2. Copies of any Public Information materials distributed or utilized. See EMCPA 2.1(2) (c)	Brief description of Public Education Program	Range of activities held during EP Week including daylong event held on May 8, 2015. Emergency Preparedness information always available and distributed with tax bills.	
ANNUAL REVIEW Please provide: 1. A signed original copy of the "Emergency Management Program	Date of Annual Program review by Program Committee	November 18, 2015	

The following information must be provided to the Monitor, Audit, and Review Unit to document compliance			
Statement of Completion" form and "Annual Municipal Maintenance Checklist". See O. Reg. 380/04 Part II Section 11(6)	Date Annual Forms submitted to OFMEM	December 16, 2015	



Subject: Demolition of Matabanick Hotel	Report No.:	PW-057-2015
	Agenda Date:	December 15, 2015

#### **Attachments**

None

#### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-057-2015;
- That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of a contract to Priestly Demolition Inc. for the demolition of the former Matabanick Hotel, as detailed in Request for Proposal PW-RFP-009-2015 for a total upset limit of \$307,929 plus applicable taxes; and
- 3. That Council directs staff to prepare the necessary by-law for consideration at the December 15, 2015 Regular Council meeting.

#### **Background**

On October 20, 2015 Council considered Administrative Report PW-053-2015 and agreed to defer the award of the contract to Priestly Demolition Inc. for the demolition of the former Matabanick Hotel in the amount of \$307,929 plus applicable taxes to the 2016 Capital Budget Process.

Council completed their final review of the 2016 Municipal Budget in principal at a December 8, 2015 Special Council meeting.

#### <u>Analysis</u>

Two (2) submissions were received in response to PW-RFP-009-2015. The proposals were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service provider. The results of the responses received are as follows:

Contractor	Sub-total	HST	Total
Pedersen Construction	\$478,500.00	\$62,205.00	\$540,705.00
Priestly Demolition Inc.	\$307,929.00	\$40,030.77	\$347,959.77

Staff is recommending that this work be completed in 2016.



## Financial / Staffing Implications

This item has been approved in the 2016 budget:	Yes 🖂	No 🗌	N/A
This item is within the approved budget amount:	Yes 🖂	No 🗌	N/A

The costs associated with the demolition of the former Matabanick Hotel will be set up as "un-financed capital". Future revenues generated from the sale and lease of municipal lands will be used to off-set this un-financed capital project.

# **Alternatives**

No alternatives were considered.

#### **Submission**

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
Mitch Lafreniere Manager of Assets	G. Douglas Walsh, CET Director of Public Works	Christopher W. Oslund City Manager



Subject:	Equipment Rental – Excavator
----------	------------------------------

 Report No.:
 PW-058-2015

 Agenda Date:
 December 15, 2015

# Attachments

Appendix 01: Tender ResultsAppendix 02: Draft Agreement

### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-058-2015;
- 2. That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the Equipment Rental Excavator c/w Operator for Water Breaks and repairs to *Pedersen Construction (2013) Inc.* at the following rental rates;

Float to Site = **\$80/event** Excavator without Breaker = **\$110/hr** plus HST as applicable; and Excavator with Breaker = **\$160/hr** Float from Site = **\$80/event** 

3. That Council directs Staff to prepare the necessary by-law for consideration at the December 15, 2015 Regular Council meeting.

## **Background**

Each year the City of Temiskaming Shores procures the services of qualified owner / operators for the supply and operation of an Excavator to assist in the repair of water breaks at various locations within the City of Temiskaming Shores.

The work involves the provision and transportation of suitable equipment to and from the work site, <u>as and when required</u>, to assist the Water and Sewer Division of the Public Works Department with emergency repairs. The Contractor is to provide a qualified operator as well as a mechanical attachment suitable to penetrate asphalt, concrete or frozen ground as expedite the work required. Work on site is at the direction of City staff.

The Tender documents were prepared and Tender PW-RFT-014-2015 was distributed to previous and known potential bidders for the supply of an Excavator for Water Breaks complete with Operator to meet the requirements of the Department. Closing date was set at 2:00 p.m. on Thursday, December 3<sup>rd</sup>, 2015.

## <u>Analysis</u>

One (1) response to the tender request was received by the closing date.



Bidder	Float In	Breaker Attachment	Excavation	Float Out
Pedersen Construction	\$80.00 / Event	\$160.00 / Hr	\$110.00 / Hr	\$80.00 / Event

The tender was analysed and found to be correct and complete. The tendering process was in keeping with the City's Purchasing Policy (By-Law 2009-012, as amended).

The City has used the services of Pedersen Construction in the past for similar work. The contractor has equipment that is considered adequate and the operators have a significant amount of experience in working around the underground utilities that may be involved while excavating for water main repairs.

Based on past experience, it is recommended that Pedersen Construction be awarded the contract.

#### Financial / Staffing Implications

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

Costs associated with this work in comparable to those obtained for similar work in previous years.

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

#### Alternatives

The only alternative that was considered was to perform the work with City owned equipment and staff. The existing City owned equipment is not adequate to complete the work during winter months.

#### 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

#### Submission Opening

# Document Title: PWO-RFT-014-2015 Inquiry Contact: Doug Walsh

# Opening Date: December 3, 2015

**Opening Time:** 

2:00 pm

Description: Excavator Rental complete with Operator

1)	Form of	Proposal
Bidder: EDERSEN CON	STEULTID	Bidder
Float Time – arrival (L.S.):	80.00	
Work incl. breaker:	160 00/Ar	
Excavator Rate:	110.00/hr	
Float Time - return (L.S.):	80.00	

Non Collusion Affidavit Conflict of Interest AODA

#### Bidder:

Float Time – arri	val (L.S.):
Work incl	. breaker:
Excav	ator Rate:
Float Time - reti	urn (L.S.):

Non Collusion Affidavit Conflict of Interest AODA

#### Bidder:

Non Collusion Affidavit Conflict of Interest AODA

#### **Bidder:**

Float Time – arrival (L.S.):	
Work incl. breaker:	
Excavator Rate:	
Float Time - return (L.S.):	

□ Non Collusion Affidavit □ Conflict of Interest □ AODA

Float Time – arrival (L.S.):
Work incl. breaker:
Excavator Rate:
Float Time – return (L.S.):

Non Collusion Affidavit Conflict of Interest AODA

#### **Bidder:**

Float Time – arrival (L.S.):	
Work incl. breaker:	
Excavator Rate:	
Float Time - return (L.S.):	

Non Collusion Affidavit Conflict of Interest AODA

#### Bidder:

Float Time – arrival (L.S.):	
Work incl. breaker:	
Excavator Rate:	
Float Time – return (L.S.):	
	Work incl. breaker: Excavator Rate:

Non Collusion Affidavit Conflict of Interest AODA

#### Bidder:

Float Ti	me – arrival (L.S.):	
	Nork incl. breaker:	
	Excavator Rate:	_
Float Ti	me – return (L.S.):	

□ Non Collusion Affidavit □ Conflict of Interest □ AODA

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 Steve Burnett Dave Wasset Dave TREEN

LINDA MCKNIGHT C

Representing -07 l n

Signature Knight

#### The Corporation of the City of Temiskaming Shores

#### By-law No. 2015-000

#### Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the rental of an Excavator with an Operator for Water Break Repairs 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-058-2015 at the December 15, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the rental of an excavator with an Operator for water break repairs for consideration at the December 15, 2015 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 Pedersen Construction (2013) Inc. for the rental of an excavator with an operator for water break repairs at various locations in the City of Temiskaming Shores 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 15<sup>th</sup> day of December, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

# By-law 2015-000

Agreement between

## The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the rental of an Excavator with an Operator for water break repairs

**This agreement** made in duplicate this 15<sup>th</sup> day of December, 2015.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

## Pedersen Construction (2013) 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 Equipment Rental – Excavator c/w Operator for Water Break Repairs Tender No. PWO-RFT-014-2015

- 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 **December 31<sup>st</sup>, 2016.**

#### Article II:

The Owner will:

a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the following rates:

Float to Site = **\$80/event** Excavation without Breaker = **\$110/hr**  Excavation with Breaker = **\$160/hr** Float from Site = **\$80/event** 

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:

The Owner:

Pedersen Construction (2013) Inc. P.O. Box 2409 New Liskeard, Ontario P0J 1P0

**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 )	Pedersen Construction (2013) Inc.
(if applicable)	Secretary-Treasurer - Alec Pedersen
)	
)	Witness
)	Name:
)	Title:
) Municipal Seal ) )	Corporation of the City of Temiskaming Shores
) ) )	Mayor – Carman Kidd
)	Clerk – David B. Treen



Appendix 01 to Schedule "A" to

# By-law No. 2015-000

Form of Agreement



Equipment Rental – Excavator

#### Form of Tender

Each Tender should contain the legal name under which the Bidder carries on business, telephone number and fax number, mailing address as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

We, the undersigned, have carefully examined the attached documents and conditions of the Tender.

We, the undersigned, 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 Tender.

NOTE: All portions of "Form of Tende	r" must be accuratel	y and completely filled out.
--------------------------------------	----------------------	------------------------------

Item	Description	Make, Model and Operating Weight	Unit	Rate, \$
1	Float time (as described within) Allowance of one half (1/2) hour to arrive	Nack	L.S.	\$80.00
2	Work Time including breaker attachment	Cat 320 D 21.000 kg.	Hour	\$160.00
3	Excavation Time		Hour	\$110.00
4	Float time (as described within) Allowance of one half (1/2) hour return		L.S.	\$80.00

Pricing shall exclude applicable taxes but will be considered extra.

This is page 1 of 7 to be submitted



Equipment Rental – Excavator

#### Form of Tender

All hourly rates offered in this Tender are firm, irrevocable and open for acceptance by the City for a period of sixty (60) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Request for Tender.

Company Name	Contact name (please print)
PEDERJEN CONSTRUCTION	Alec Pedersen
(2013) Inc.	Ituc redersen
Mailing Address	Postal Code
, t.o. Box 2409	Pro 10
P.O. Box 2409 New Liskoard, Outario	Pos 1Po
POJ IPO	
Authorizing Signature	Title
	Seat Trans
Herton	Secretary Treasurer
"I have the authority to bind the company/corporation/partnership."	
Telephone	Fax
705-647-6223	705-647-8851
Cell Phone if available	Date
705-647-2707	November 30, 2015
Email address for Contact Person	· · · · · · · · · · · · · · · · · · ·
and deman - Da large	and the star
apedersen e pederser	conspriction · ca

This is page 2 of 7 to be submitted



Equipment Rental – Excavator

#### Non Collusion Affidavit

I/ We 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 Tender 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

PEDERSEN CONTRUCTION (2013) Inc. Secretary Treasurer

Title

This is page 3 of 7 to be submitted



Equipment Rental – Excavator

#### **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:

N

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.

keard this 30th day of Wovember, 2015. Dated at

FIRM NAME:

BIDDER'S AUTHORIZED OFFICIAL:

REDERIEN CONSTRUCTION (2013) Inc.

TITLE:

SIGNATURE:

This is page 4 of 7 to be submitted



## City of Temiskaming Shores Schedule "A"

## List of proposed Operators

A list of no less than two (2) operators that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Operator	Experience Describe graduate training/ years as Operator	Employee Status Full Time/Part time
Oscar Vinette	13 years	Full Time.
Bob Jibb	23 years.	Full TIME

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

Printed

This is Page 5 of 7 to be submitted



## City of Temiskaming Shores Schedule "B"

#### List of Proposed Sub-Contractors

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

The Contractor shall not show "Own Forces" in their list of proposed Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.

The Contractor shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names

One Subcontractor name shall be indicated for each Subcontractor category.

No names, either of Subcontractors or "Own Forces" may be changed after submission of the list of proposed Subcontractors unless prior written approval is received from the City

Should the Bidder indicate "N/A" (not applicable), "None", "Own Forces" or imply by either non completion or omission of this form, that no Sub-Contractor will be used in the execution of this agreement, It is then understood that the City will make no allowance for, nor shall any Sub-Contractors shall be allowed to perform any part of this agreement.

Address	WSIB Certificate Number (copy attached)
	E200008BT3N
	Address

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official redersen

This is page 6 of 7 to be submitted



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	ctor s / e de oreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validitê (jj/mm/aaaa)
PEDERSEN CONSTRUCTION (2013) INC.	177246 BEDARD RD, C/O HEATHER BRAZEAU PO BBOX 2409, NEW NEW POUTPO, CA POUTPO, CA	1000-010: Non- Exempt Partners and Cofficers in Rate Group 748 Group 748 Group 748 4224-001: Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Systems 4221-000: Masonry Operations 4221-001: Highways, Street, and Street, and Bridge Maintenance	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / PARENT ACCOUNT	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA,	E200000813N	19-Feb-2015 to

#### **City of Temiskaming Shores** Schedule "C" Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name Alectederoen Company Name PEDERTEN Construction (2013) Phone Number 705-647-6223 Address 177246 Bedan Road New Lickard

\_ declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

١, \_\_\_\_, declare that I, or my company, are <u>not</u> in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: November 30, 2015

This is page 7 of 7 to be submitted



Subject:	Age Friendly Community Committee	Report No.:	RS-010-2015
		Agenda Date:	December 15, 2015

#### **Attachments**

**Appendix 01:** Age Friendly Community Committee Terms of Reference

#### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-010-2015;
- 2. That Council directs staff to prepare the necessary by-law to adopt the Age Friendly Committee as a Committee of Council; and
- 3. That Council directs staff to prepare the necessary by-law for the adoption of Terms of Reference for the Age Friendly Committee for consideration at the December 15, 2015 Regular Council meeting.

#### **Background**

The City of Temiskaming Shores has obtained grant funding through the Age Friendly Community Planning Grant and the Community Pilot Transportation Grant program to create an Age Friendly Community Plan. The funding involved hiring an Age Friendly Community Coordinator (July 20<sup>th</sup>, 2015) and the creation of a steering committee made up of older adults and agencies that serve older adults.

The Committee has appointed nine (9) stakeholder groups representing different agencies within the community including two (2) older adults from the community. The Age Friendly Community Coordinator as well as the Director of Recreation are part of the committee.

The committee met for the first time on Monday November 9<sup>th</sup>, 2015.

#### <u>Analysis</u>

The Terms of Reference for the Age Friendly Community Committee was drafted and presented to the Committee at the first meeting on Monday November 9<sup>th</sup>, 2015.

Revised Terms of Reference were recirculated to committee members on Thursday November 13<sup>th</sup>, 2015 for comment and are attached as Appendix No. 1 to the report.

#### 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 Age Friendly Community Committee meetings are attended by staff including the Director of Recreation and the Age Friendly Community Coordinator. Meeting minutes will be taken by a volunteer from the committee.

#### **Alternatives**

No alternative is being proposed.

## **Submission**

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
Amber Sayer Age Friendly Community Coordinator	Tammie Caldwell Director of Recreation Services	Christopher W. Oslund City Manager

# City of Temiskaming Shores Age Friendly Community Committee (AD HOC)

# **Terms of Reference**



# 1.0 Background

In 2015 the City of Temiskaming Shores received funding through the Age Friendly Community Grant program and the Community Transportation Pilot Grant program to undertake the creation of an Age Friendly Community Plan with a focus on coordinating older adult transportation in the community.

As of 2011, 20% of the population of Temiskaming Shores was 65 or older and 50% of the population was 45 or older. The City has a higher proportion of people aged 65+ than Ontario and Canada (15%). The trend of an aging population is expected to continue with the number of seniors expected in increase from 1 in 7 to 1 in 4 by 2030 in Canada. This provides the perfect opportunity to create a plan and start moving towards an Age Friendly community, ready to embrace and benefit from a group of healthy, active seniors.

# 2.0 Mandate

The City of Temiskaming Shores Age Friendly Community Committee will lead an initiative aimed at making the City of Temiskaming Shores a more age friendly community, enabling all residents to participate as full and meaningful community members.

# **Vision Statement**

To promote a diverse, inclusive, accessible, safe and respectful community, that enables independence, health and wellness and full participation at all stages of ageing while celebrating the diversity of our community.

# 3.0 Objectives

The objectives of the committee are to:

- 3.1 Serve as the age friendly champion for the community by developing a vision, gathering momentum and encouraging action;
- 3.2 Develop a coordinated approach between local government agencies, citizens, service providers and community organizations to make the community age friendly;

- 3.3 Promote awareness of age friendly principles to residents, local agencies and businesses;
- 3.4 Encourage the community to view policies, projects and programs with an age friendly lens;
- 3.5 Work towards local government commitment and public support for age friendly initiatives;
- 3.6 Monitor funding availability for age friendly initiatives, encourage local governments or other eligible agencies to apply for this funding, and provide input on funding applications;
- 3.7 Organize, promote and lead an age friendly assessment of the community;
- 3.8 Review results of the age friendly assessment and develop recommendations for priority actions;
- 3.9 Promote and encourage implantation of the action plan;
- 3.10 Make recommendations for local governments on regular basis to continue age friendly initiatives.

## 4.0 Definitions

"City"	The Corporation of the City of Temiskaming Shores
"Committee"	The City of Temiskaming Shores Age Friendly Community Committee
"Council"	The Council of the City of Temiskaming Shores
"Community"	The population within the geographic limits of the City of Temiskaming Shores and those older adults who use the services and programs within the City Limits
"AFC"	Age Friendly Community
"Pecuniary interest"	A direct or indirect interest within the meaning of the municipal Conflict of Interest Act, R.S.O, 1990, chapter M.50, as amended, and any subsequent legislation thereto.

# 5.0 Accountability

The Temiskaming Shores Age Friendly Community Committee functions in accordance with Sec. 2.1 "General Provisions" prescribed in the City of Temiskaming Shores Procedural By-Law No. 2015-101, as amended which reads:

2.1 "The rules and regulations contained in the By-law shall be observed in all proceedings of Council and shall be the rules and regulations for the order and dispatch of business of the council and wherever possible, with the necessary modifications, for all committees of Council, unless otherwise prescribed."

## 6.0 Membership

- 6.1 The Committee will consist of a minimum of five (7) stakeholder groups and may include up to ten (11).
  - 6.1.1 There will be at least one (1) member of council
  - 6.1.2 Stakeholder groups will include:
    - 6.1.2.1 Housing (i.e. Northdale Manor, RCL Zone K-1 and Area, Extendicare, Non-Profit Housing)
    - 6.1.2.2 Transportation (i.e. Patient Transfer, Home Support)
    - 6.1.2.3 Health Services/Community Support (i.e. Health Unit, Home Support, Alzheimer's Society)
    - 6.1.2.4 Civic Participation (i.e. Volunteer Coordinators, TSAAC, Elder Abuse Task Force, City Council)
    - 6.1.2.5 Social participation (i.e. Director of Recreation, Activity Coordinators)
    - 6.1.2.6 Outdoor Spaces/Public Buildings (i.e. TSAAC)
    - 6.1.2.7 Francophone community
    - 6.1.2.8 Indigenous Community
  - 6.1.3 There will be two (2) older adult representatives
- 6.2 Quorum of the AFC Steering Committee will be 50% + 1 of the members appointed to the committee.
- 6.3 The AFC Committee will meet once (1) every month or as needed.
- 6.4 The members of the committee shall serve without remuneration.

- 6.5 The City will assign a staff person (Age Friendly Coordinator) who shall act as Secretary to the Committee, and be responsible for the preparation and distribution of agendas, and as a resource for information gathering for the committee.
- 6.6 With respect to membership appointments to the Age Friendly Community Committee, consideration of an applicant's special expertise, experience and commitment to promoting and facilitating an age friendly community.
- 6.7 A committee member shall hold office until the Age Friendly Plan is created and members are appointed by resolution or by-law and serve at the pleasure of council.

## 7.0 Conduct of Members

- 7.1 No member, individually or as a group, shall provide comment, opinion or make representation of any kind to any person or group with respect to any matter or thing relating to the function of the AFC Committee unless authorized to do so by a resolution of the AFC Committee.
- 7.2 Should a member knowingly violate City policies, or conducts themselves in a manner deleterious to the achievement of the mandate and objectives of the AFC Committee in respect to their membership on the AFC Committee, which results in, or has the potential to result in liability/exposure to the City, the appointment may be repealed.
- 7.3 No member shall make any commitments, financial or otherwise, in respect of the City or the AFC Committee or in any manner enter into any form of agreement, or receive other inducements or benefits either individually or as a group with respect of their membership on the AFC Committee.
- 7.4 Where applicable, members shall declare a conflict of pecuniary interest and shall at all time conform with the requirements of Section 22 "Conflict of Interest" prescribed in the City of Temiskaming Shores Procedural By-law No. 2008-160.
- 7.5 Should a member fail to participate in three (3) consecutive regular meetings, or more than 50% of all regular meetings of the Committee in any calendar year exclusive of a granted leave of absence, the appointment may be repealed.
- 7.6 Should a member request a leave of absence from the Committee, such request shall not exceed six (6) months in length and shall be made to Council through the committee.

# 8.0 Reporting and Monitoring

The Age Friendly Community Committee will provide committee members with minutes of meetings and report on specific matters as necessary. Once approved, the minutes will be posted on the City's website.

## 9.0 Roles and Responsibilities

- 9.1 Consult with key stakeholders (including agency partners and families)
- 9.2 The Age Friendly Community Coordinator will be responsible for communication to the media
- 9.3 Communicate the results of the project to all stakeholders and the community
- 9.4 Community Involvement and Liaison with the Community
  - Develop and maintain a liaison with community groups (e.g. older adult groups, Health Unit, CMHA, DSSAB, TSAAC etc.) and individuals within the municipality that share the objectives of the Committee in order to foster their joint objectives.
- 9.5 Information and Education
  - Educate the community about the Age Friendly initiative
  - Educate the community as to the role and function of the Age Friendly Community Committee
  - Facilitate the development of partnerships with the community and private sector for activities and projects that raise awareness, educate and inform the public of the benefits of creating an age friendly community in terms of empowering older adults, strengthening communities through social interaction, volunteerism, civic pride, safe communities, and community leadership.

## **10.0** Amendments to the Terms of Reference

Amendments to the Terms of Reference may be proposed from time to time by members of the committee. Amendments will require a majority vote by the membership.



Subject:	Enterprise Temiskaming – Starter
	Company / Summer Company

 Report No.:
 CGP-045-2015

 Agenda Date:
 December 15, 2015

## Attachments

**Appendix 01:** Proposed Amendment for Starter Company (See By-law No. 2015-235) **Appendix 02:** Draft Agreement – Summer Company (see By-law No. 2015-236)

#### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-045-2015;
- That Council directs staff to prepare the necessary by-law to amend By-law No. 2014-029 being a by-law to enter into an agreement with the Ministry of Economic, Development Trade and Employment Small Business Enterprise – Starter Company for consideration at the December 15, 2015 Regular Council meeting; and
- That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ministry of Economic, Development Trade and Employment Small Business Enterprise – Summer Company for consideration at the December 15, 2015 Regular Council meeting.

#### **Background**

#### Starter Company

Enterprise Temiskaming is a Small Business Enterprise Centre (SBEC) servicing the District of Timiskaming. The service area extends from north of Kirkland Lake, south of Latchford, west to Matachewan and east to the Quebec border. Currently the Enterprise Temiskaming business consultant spends one day per week exclusively in Kirkland Lake. The Enterprise Temiskaming business consultant also travels to client locations across the District by appointment and makes regular trips to other small communities.

In the spring and summer of 2013 the Province of Ontario released their Youth Job Strategies. The Province of Ontario has committed \$295 million for these strategies and \$45 million to the Youth Entrepreneurship Fund.

Funding from the Youth Entrepreneurship Fund has been allocated to Small Business Enterprise Centres (SBEC) for a program called Starter Company. The Ministry of Economic Development, Employment and Infrastructure (MEDEI) is overseeing the mandate of the program, managing the fund to the SBECs, and establishing a Grant Committee for different defined areas in the province.



The City of Temiskaming Shores entered into an agreement with MEDEI for the establishment of a Starter Company through By-law No. 2014-029 which is administered through staff of Enterprise Temiskaming.

#### Summer Company

The Summer Company program provided through MEDEI is administered by Enterprise Temiskaming with the exception of the financial aspect of the program. Thus students that take advantage of the program consult with Enterprise Temiskaming staff; however final approval for funding rested with MEDEI which often resulted in delays in payment to students.

#### <u>Analysis</u>

#### Starter Company

Recent correspondence from the MEDEI outlines that the Starter Company program has received additional funding over two years through the government's recommitment to the Youth Jobs Strategy. The original investment of \$80,000 in the program plus this new investment of \$31,169 brings a total investment in the program (Maximum Funds) up to \$111,168. Therefore MEDEI is seeking to amend the current agreement (By-law No. 2014-029) to enhance the program. **Appendix 01 – Proposed Amendments for Starter Company** is attached for review and it is recommended that By-law No. 2014-029 be amended to accept these modifications.

#### Summer Company

MEDEI has modified their processing of applications for Summer Company wherein which approval for an application is proposed to be administered by the local Enterprise Temiskaming offices. This process will simplify and improve the appeal of the program. **Appendix 02 – Draft Agreement – Summer Company** outlines the proposed agreement for this program.

It is recommended that Council enter into an agreement with MEDEI for the Summer Company program.

#### Financial / Staffing Implications

This item has been approved in the current budget:	Yes 🗌	No 🗌
--	-------	------

This item is within the approved budget amount:

Yes 🗌 No 🗌 N/A 🖂

N/A 🖂

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



## **Alternatives**

No alternatives were considered.

## **Submission**

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
Chantal Charbonneau Manager of Enterprise Temiskaming	Shelly Zubyck, CHRP Director of Corporate Services	Christopher W. Oslund City Manager

Note: Refer to By-law No. 2015-235 for Appendix 01 (Starter Company Amendments) and By-law No. 2015-236 for Appendix 02 (Summer Company)



Subject:	Enterprise Temiskaming – Starter
	Company / Summer Company

 Report No.:
 CGP-045-2015

 Agenda Date:
 December 15, 2015

## Attachments

**Appendix 01:** Proposed Amendment for Starter Company (See By-law No. 2015-235) **Appendix 02:** Draft Agreement – Summer Company (see By-law No. 2015-236)

#### **Recommendations**

It is recommended:

- 1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-045-2015;
- That Council directs staff to prepare the necessary by-law to amend By-law No. 2014-029 being a by-law to enter into an agreement with the Ministry of Economic, Development Trade and Employment Small Business Enterprise – Starter Company for consideration at the December 15, 2015 Regular Council meeting; and
- That Council directs staff to prepare the necessary by-law to enter into an agreement with the Ministry of Economic, Development Trade and Employment Small Business Enterprise – Summer Company for consideration at the December 15, 2015 Regular Council meeting.

#### **Background**

#### Starter Company

Enterprise Temiskaming is a Small Business Enterprise Centre (SBEC) servicing the District of Timiskaming. The service area extends from north of Kirkland Lake, south of Latchford, west to Matachewan and east to the Quebec border. Currently the Enterprise Temiskaming business consultant spends one day per week exclusively in Kirkland Lake. The Enterprise Temiskaming business consultant also travels to client locations across the District by appointment and makes regular trips to other small communities.

In the spring and summer of 2013 the Province of Ontario released their Youth Job Strategies. The Province of Ontario has committed \$295 million for these strategies and \$45 million to the Youth Entrepreneurship Fund.

Funding from the Youth Entrepreneurship Fund has been allocated to Small Business Enterprise Centres (SBEC) for a program called Starter Company. The Ministry of Economic Development, Employment and Infrastructure (MEDEI) is overseeing the mandate of the program, managing the fund to the SBECs, and establishing a Grant Committee for different defined areas in the province.



The City of Temiskaming Shores entered into an agreement with MEDEI for the establishment of a Starter Company through By-law No. 2014-029 which is administered through staff of Enterprise Temiskaming.

#### Summer Company

The Summer Company program provided through MEDEI is administered by Enterprise Temiskaming with the exception of the financial aspect of the program. Thus students that take advantage of the program consult with Enterprise Temiskaming staff; however final approval for funding rested with MEDEI which often resulted in delays in payment to students.

#### <u>Analysis</u>

#### Starter Company

Recent correspondence from the MEDEI outlines that the Starter Company program has received additional funding over two years through the government's recommitment to the Youth Jobs Strategy. The original investment of \$80,000 in the program plus this new investment of \$31,169 brings a total investment in the program (Maximum Funds) up to \$111,168. Therefore MEDEI is seeking to amend the current agreement (By-law No. 2014-029) to enhance the program. **Appendix 01 – Proposed Amendments for Starter Company** is attached for review and it is recommended that By-law No. 2014-029 be amended to accept these modifications.

#### Summer Company

MEDEI has modified their processing of applications for Summer Company wherein which approval for an application is proposed to be administered by the local Enterprise Temiskaming offices. This process will simplify and improve the appeal of the program. **Appendix 02 – Draft Agreement – Summer Company** outlines the proposed agreement for this program.

It is recommended that Council enter into an agreement with MEDEI for the Summer Company program.

#### Financial / Staffing Implications

This item has been approved in the current budget:	Yes 🗌	No 🗌
--	-------	------

This item is within the approved budget amount:

Yes 🗌 No 🗌 N/A 🖂

N/A 🖂

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



## **Alternatives**

No alternatives were considered.

## **Submission**

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
Chantal Charbonneau Manager of Enterprise Temiskaming	Shelly Zubyck, CHRP Director of Corporate Services	Christopher W. Oslund City Manager

Note: Refer to By-law No. 2015-235 for Appendix 01 (Starter Company Amendments) and By-law No. 2015-236 for Appendix 02 (Summer Company)

# THE CITY OF TEMISKAMING SHORES JANUARY - DECEMBER 2015 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

Mayor and Council	Doug Walsh, Director of Public Works
Chris Oslund, City Manager	Tammie Caldwell, Director of Leisure Services
Tim Uttley, Fire Chief	Shelly Zubyck, Director of Corporate Services
Dave Treen, Municipal Clerk	Karen Beauchamp, Director of Community Growth & Planning

**Distribution List** 

Finance Department Contact: Laura-Lee MacLeod, Treasurer

11-Dec-15

## TABLE OF CONTENTS

- 1.0 Executive Summary
  - 1.1 Summary Capital Revenues & Expenditures
- 2.0 Capital Summary
  - 2.1 Analysis General Capital
  - 2.2 General Capital Revenues & Expenditures
  - 2.3 Dymond Industrial Park Project
  - 2.4 Waterfront Development Project
  - 2.5 Environmental Capital Revenues & Expenditures
  - 2.6 Integration of New Liskeard and Dymond Water Systems

#### SUMMARY - CAPITAL Revenues and Expenditures as at December 2015

	2015	2015 2015 YTD					
	Total		Total	Variance	%		
CAPITAL	Budget	Actual	Budget	B/(W)	Change		
Revenues							
Capital - General	6,454.7	3,051.3	6,454.7	(3,403.4)	-52.7%		
Capital - Environmental	6,151.9	2,852.5	6,151.9	(3,299.4)	-53.6%		
Total Revenues	12,606.6	5,903.8	12,606.6	(6,702.8)	-53.2%		
Expenditures							
Capital - General	7,498.3	5,726.7	7,498.3	1,771.6	23.6%		
Capital - Environmental	6,851.0	3,679.5	6,851.0	3,171.5	46.3%		
Total Expenditures	14,349.3	9,406.2	14,349.3	4,943.1	34.4%		
Net Position Capital	(1,742.7)	(3,502.4)	(1,742.7)	1,759.7	-101.0%		

NOTE: The January - December monthly capital financial report is prepared comparing the YTD actuals to the final budget By-law 2015-073 passed on April 7, 2015.

#### 2.0 General Capital Summary

#### 2.1 Analysis

The City of Temiskaming Shores 2015 Capital projects for both general and environmental is \$14,349.3K The capital program is composed of \$7,498.3K of general capital and \$6,851.0K of environmental capital

The 2015 Capital project budget consists of 38 projects, 31 in general and 7 in environmental.

#### General Capital Projects:

A majority of projects have been completed.

The LED Streetlight replacement program will not be completed in 2015. The balance of the fixtures will be delivered and paid in 2015, however due to the weather the final installations will not be completed until spring 2016.

#### Environmental Capital Projects:

A majority of the projects have been completed.

NL/Dymond Water Linking Project. In light of not being successful with the Build Canada application for the Gray Road Lift Station, a component of that project to which was important to the linking project, staff presented Administrative Report PW-051-2015 with outlined the issues and awarded the 2nd component of the linking project to Pedersen Construction in the amount of \$2,039,879.10 plus applicable taxes. By-law 2015-190 was passed at the September 29th Council meeting.

#### GENERAL CAPITAL Revenues & Expenditures as at December 2015

Department REVENUES:         Project         Train fer from Reserves Accessibility Funding         50.0         So.0         So.0<			2015							
REVENUES:         Transfer from Reserves Accessibility Funding         405.3         151.8         405.3         (253.5)           Borrowing Canadian Solar Partnership Lighting Incentive Program         9.40         94.0         94.0         94.0           Provincial Gas Tax Provincial Gas Tax         1077.6         1.006.4         1.077.6         (65.2)           Dymond Industrial Park Funding Uno Park Bridge Funding         75.7         75.7         0.0         51.83.4         (481.2)           STATO Partnership Uno Park Bridge Funding         75.7         75.7         75.7         0.0         51.83.4         (481.2)           Corporate Services:         Capital Contingency Fund Computer Hardware         50.0         20.0         0.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         100.0         20.0         10.0         20.0         10.0         20.0         10.0         20.0         10.0         20.0         10.0<							%			
Transfer from Reserves       405.3       151.8       405.3       05.0       0.0         Borrowing       5.00       50.0       50.0       50.0       50.0       150.6         Canadian Solar Parnership       140.6       140.6       140.6       140.6       140.6         Lighting Incentive Program       94.0       94.0       94.0       94.0       94.0         Provincial Gas Tax       100.71.6       100.84       1.071.6       100.78       66.2.2         Dymond Industrial Park Funding       745.7       75.7       75.7       76.0       100.0       160.0       160.0       160.0       160.0       100.0       1	-	Project	Budget	Actual	Budget	B/(W)		G	Y	R
Accessibility Funding       50.0       50.0       50.0       50.0       0.0         Borrowing       2,150.6       2,150.7       1,150.6       2,150.7       1,150.7	REVENUES:	- / / 5	105.0	454.0	405.0	(050 5)				
Borrowing         2.150.6         2.150.6         (2.150.6)           Canadian Solar Partnership         13.6         13.6         (13.6)           Lighting Incentive Program         94.0         94.0         (94.0)           Provincial Cas Tax         1,071.6         1,006.4         1,071.6         (65.2)           Provincial Cas Tax         357.0         25.6         443.5         (187.9)           Uno Park Bridge Funding         75.7         75.7         (160.0)         (160.0)         (160.0)           STATO Partnership         160.0         100.0         100.0         (160.0)         (160.0)           Corporate Services:         Capital Contingency Fund         0.00         0.0         100.0         100.0           Computer Hardware         50.7         62.6         50.7         -11.9         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         20.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0         100.0 </th <th></th>										
Canadian Solar Partnership         13.6         13.6         13.6         13.6           Lighting Incentive Program         94.0         94.0         140.0         140.0           Federal Gas Tax         357.0         359.8         357.0         2.6           Dymond Industrial Park Funding         443.5         255.6         443.5         (187.9)           Uno Park Bridge Funding         75.7         75.7         75.7         0.0         (160.0)           STATO Dartnership         (60.0)         160.0         (160.0)         (160.0)         (160.0)           Waterfront Development Funding         1.633.4         1.152.2         1.633.4         (481.2)           Corporate Services:         Capital Contingency Fund         0.00         10.0         100.0				50.0						
Lighting Incentive Program Federal Gas Tax Provincial Gas Tax Soft 1, 10, 11, 6, 1, 10, 6, 1, 10, 11, 6, (66, 2) Dymond Industrial Park Funding Total Revenues EXPENDITURES: Corporate Services: Capital Contingency Fund Computer Hardware Computer Hardware NL Community Hall Heating Upgrades Prob Dehumidification Upgrades Pool Dehumidification Upgrades Pool Dehumidification Upgrades Processible Entrance Engineering Processible Entrance Upgrades Proverses: Capital Conting Park Halleybury Arena Rot Replacement Halleybury Arena Rot Replacement Halleybury Arena Rot Replacement Halleybury Arena Rot Replacement Proversite Processible Entrance Upgrades Processible Entrance Upgrades Proverses: Capital Conting Park Halleybury Arena Rot Replacement Huve Entrance Upgrades ProK Accessible Entrance Upgrades ProK Accessible Entrance Upgrades ProX Halle Action Property Butice Dymond Industrial Park Live Fire Training Pacility 2,4,4,0,0,2,4,5,7,7,100,8,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4,4			-							
Federal Gas Tax       1.071.6       1.006.4       1.071.6       (65.2)         Provincial Gas Tax       337.0       358.6       357.0       2.6         Dymond Industrial Park Funding       443.5       255.6       443.5       (187.9)         STATO Partnership       160.0       160.0       160.0       160.0         Waterfront Development Funding       1.633.4       (481.2)       (481.2)         Corporate Services:       Capital Contingency Fund       0.0       100.0       100.0       100.0         Corporate Services:       Capital Hardware       50.7       62.6       50.7       -11.9       100.0         Proberby Mitnee:       NL Community Hail Heating Upgrades       20.0       0.0       10.0       10.0       28.8       1         Proberby Mitnee:       NL Community Hail Heating Upgrades       25.0       32.1       25.0       32.1       25.0       32.0       100.0       28.8       1         Hilby Station Review/Design       15.0       10.5       15.0       4.5       78.8       1       100.8       1       100.8       1       100.8       1       100.8       1       100.8       1       100.8       1       100.8       1       100.8       1										
Provincial Gas Tax         357.0         358.6         357.0         2.6           Dymond Industrial Park Funding Uno Park Bridge Funding STATO Partnership         443.5         255.6         443.5         (187.9)           STATO Partnership Waterfront Development Funding         160.0         152.7         75.7         75.7         0.0           Total Revenues         6.454.7         3.061.3         6.454.7         (3.403.4)         1           EXPENDITURES:         Computer Hardware         100.0         0.0         100.0         1				1 006 /		· · ·				
Dymond Industrial Park Funding STATO Partnership         443.5 Uro Park Bridge Funding STATO Partnership         255.6 160.0         160.0 160.0         (160.0) 160.0         (160.0) 160.0           Total Revenues         EXPENDITURES:         Corporate Services:         Capital Contingency Fund Computer Hardware         100.0         0.0         100.0         100.0         100.0           Property Mtnce:         NL Community Hall Heating Upgrades         20.0         0.0         20.0         20.0         20.0         100.0         100.0           Property Mtnce:         NL Community Hall Engineering Pool Dehumidfication Upgrades         25.0         32.1         25.0         4.7         100.0         100.0         20.0			-	-						
Uno Park Bridge Funding         75.7         75										
STATO Partnership         160.0         160.0         (160.0)           Waterfront Development Funding         1.633.4         1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.153.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2         1.633.4         (1.152.2		•								
Waterfront Development Funding         1.633.4         1.152.2         1.633.4         (.481.2)           EXPENDITURES:				10.1						
Total Revenues         6.454.7         3.051.3         6.454.7         (3.403.4)           EXPENDITURES:         Corporate Services: Capital Contingency Fund Computer Hardware         100.0         0.0         100.0         100.0         100.0           Property Mtnce:         NL Community Hall Heating Upgrades NL Community Hall Engineering         10.0         0.0         10.0         22.0         100%         X           Prob Dehumidification Upgrades         25.0         32.1         25.0         7.1         10.0%         X         X           Hiby Station Review/Design         16.0         10.5         15.0         4.5         75%         X         X           Halleybury Arena Roof Replacement Halleybury Arena Roof Replacement Horn Proble Kores         30.0         7.5         30.0         2.4         2.4         100%         X         X           FEMS:         Live Fire Training Facility         2.4         0.0         2.0         1.3.1         100%         X         X         X         X		•		1.152.2		. ,				
EXPENDITURES:         Corporate Services:         Capital Contingency Fund Computer Hardware         100.0         100.0         100.0         100.0           Property Mtnce:         NL Community Hall Heating Upgrades         20.0         0.0         20.0         100.0         100.0         100.0         25%         1           Property Mtnce:         NL Community Hall Heating Upgrades         25.0         32.1         25.0         7.7.1         100%         X         1           Pool Dehumidification Upgrades         25.0         32.1         25.0         7.7.1         100%         X         1           Roofs (Dym Comm Hall/Hiby Lib)         133.0         116.3         133.0         116.7         95%         X         1           Halleybury Arena Entrance Engineering         10.0         0.0         10.0         10.0         10.0         2.8         X         1           PFC Accessible Entrance Upgrades         60.0         45.9         60.0         14.1         100%         X         1           Firefighting Equipment         30.5         23.2         30.5         7.3         100%         X         1           Public Works:         Dymond Industrial Park         1,699.8         61.001.6         66.2         100%	Total Revenues	······································								
Corporate Services:         Capital Contingency Fund Computer Hardware         100.0         0.0         100.0         100.0           Property Mtnce:         IL Community Hall Engineering Pool Dehumidification Upgrades         20.0         0.0         10.0         100.0         100.0         100.0         100.0           Property Mtnce:         NL Community Hall Engineering Pool Dehumidification Upgrades         25.0         32.1         25.0         7.1         1005         X           Hiby Station Review/Design         15.0         10.5         15.0         4.5         77.8         X           Roofs (Dym Comm Hall/Hby Lib)         133.0         116.3         133.0         16.7         95%         X           Halleybury Arena Entrance Engineering         10.0         0.0         10.0         10.0         20.8         X         Y           FEMS:         Live Fire Training Facility         2.4         0.0         2.4         2.4         100%         X         Y           Public Works:         Dymond Industrial Park         1.699.8         10.15         1.699.8         10.06         1.071.6         65.2         10.0%         X           Public Works:         Dymond Industrial Park         1.699.8         10.0         4.0         10.6										
Computer Hardware         50.7         62.6         50.7         -11.9         100%         X           Property Mtnce:         NL Community Hall Engineering         10.0         0.0         10.0         10.0         10.0         20.0         100%         X         X           Pool Dehumidification Upgrades         25.0         32.1         25.0         7.1         100%         X         X           Hiby Station Review/Design         15.0         10.5         15.0         4.5         75%         X           Halleybury Arena Rod Replacement         92.0         100.7         92.0         -8.7         100%         X           PFC Accessible Entrance Upgrades         60.0         45.9         60.0         14.1         100%         X           FEMS:         Live Fire Training Facility         2.4         0.0         2.4         2.4         100%         X           Public Works:         Dymond Industrial Park         1.699.8         10.11.5         1.699.8         10.043.1         100%         X           Uno Park Bridge         220.0         20.6         13.2         1.064         1.071.6         66.2         100%         X           Uno Park Bridge         20.0         20.6         <	EXPENDITURES:									
Property Mtnce:         NL Community Hall Heating Upgrades NL Community Hall Engineering         20.0         0.0         20.0         100%         X           Pool Dehumidification Upgrades         25.0         32.1         25.0         7.1         100%         X         X           Hiby Station Review/Design         15.0         10.5         15.0         4.5         75%         X           Roofs (Dym Comm Hall/Hiby Lib)         133.0         116.3         133.0         16.7         95%         X           Haleybury Arena Endrance Engineering         10.0         0.0         10.0         10.0         25%         X           PFC Accessible Entrance Upgrades         60.0         45.9         60.0         14.1         100%         X           FEMS:         Live Fire Training Facility         2.4         0.0         2.4         2.4         100%         X           Public Works:         Dymond Industrial Park         1,699.8         1,011.6         66.2         10.2         100%         X           2015 Road Program         1,071.6         1,006.4         1,071.6         66.2         100%         X         1           Solid Waste:         Landfill Site Expansion         200.0         146.4         810.0	Corporate Services:									
NL Community Hall Engineering         10.0         0.0         10.0         255         N           Pool Dehumidification Upgrades         25.0         32.1         25.0         -7.1         1005         X         -           Hiby Station Review/Desigin         15.0         10.5         15.0         16.7         758         X         -           Haileybury Arena Roof Replacement         92.0         100.7         92.0         -8.7         1006         X         -           Haileybury Arena Entrance Engineering         10.0         0.0         10.0         100.0         22.8         X         -           PFC Accessible Entrance Upgrades         60.0         45.9         60.0         14.1         1006         X         -           PW#1 Bidg Energy Upgrades         60.0         7.5         30.0         22.5         1007         X         -           Firefighting Equipment         30.5         23.2         30.5         7.3         1006         X         -           Public Works:         Dymond Industrial Park         1,699.8         1,011.5         1,699.8         688.3         1006         X         -         -           Outo Park Bridge         22.0         22.0         2.7	_	•								
Pool Dehumidification Üpgrades         25.0         32.1         25.0         -7.1         100%         X           Hiby Station Review/Design         15.0         10.5         15.0         4.5         75%         X           Roofs (Dym Comm Hail/Hby Lib)         133.0         116.3         133.0         116.3         133.0         116.3         15.7         100%         X         X           Haileybury Arena Entrance Engineering         10.0         0.0         10.0         10.0         25%         X         X           PKFC Accessible Entrance Upgrades         125.0         121.1         125.0         30.0         X	Property Mtnce:									
Hiby Station Review/Design       15.0       10.5       15.0       4.5       75%       X         Roofs (Dym Comm Hall/Hilby Lib)       133.0       116.3       133.0       16.7       95%       X         Haileybury Arena Roof Replacement       92.0       100.7       92.0       3.7       95%       X         PFC Accessible Entrance Upgrades       100.0       0.0       100.0       10.0       25%       X         PW#1 Bidg Energy Ubgrades       60.0       45.9       60.0       14.1       100%       X         PW#1 Bidg Energy Ubgrades       60.0       7.5       30.0       22.5       100%       X         FEMS:       Live Fire Training Facility       2.4       0.0       2.4       2.4       100%       X         Public Works:       Dymond Industrial Park       1,699.8       1,011.5       1,699.8       688.3       100%       X         On Park Bridge       220.0       22.0       22.3       25.0       2.7       25%       X       I         Municipal Data Works System       25.0       22.3       25.0       2.7       25%       X       I         Transit       Bus Shelters       7.0       0.0       7.0       7.0       V										Х
Roofs (Dym Comm Hall/Hiby Lib)       133.0       116.3       133.0       16.7       95%       X         Haileybury Arena Endor Replacement       92.0       100.7       92.0       -8.7       100%       X         PFC Accessible Entrance Upgrades       125.0       121.1       125.0       3.9       100%       X       X         PV#1 Bidg Energy Upgrades       60.0       45.9       60.0       14.1       100%       X       X         FEMS:       Live Fire Training Facility       2.4       0.0       2.4       2.4       100%       X       X         Public Works:       Dymond Industrial Park       1,699.8       1,011.5       1,699.8       688.3       100%       X       X       X         2015 Road Program       1,071.6       1,006.4       1,071.6       65.2       100%       X <td< th=""><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></td<>										
Haileybury Arena Roof Replacement       92.0       100.7       92.0       -8.7       100%       X         Haileybury Arena Entrance Engineering       10.0       0.0       10.0       10.0       25%       X         PFC Accessible Entrance Upgrades       125.0       121.1       125.0       3.9       100%       X       X         PW#1 Bldg Energy Upgrades       60.0       45.9       60.0       14.1       100%       X       X         FEMS:       Live Fire Training Facility       2.4       0.0       2.4       2.4       100%       X       X         Public Works:       Dymond Industrial Park       1.699.8       1001.5       1.699.8       688.3       100%       X       X       X         2015 Road Program       1.071.6       1.0064       1.071.6       65.2       100%       X <td< th=""><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></td<>										
Haileybury Arena Entrance Engineering       10.0       0.0       10.0       10.0       25%       Image: Constraint of the second secon										
PFC Accessible Entrance Upgrades PW#1 Bidg Energy Upgrades NL Library Stabilization         125.0         121.1         125.0         3.9         100%         X           FEMS:         Live Fire Training Facility         2.4         0.0         2.4         2.4         100%         X         Image: Constraint of the constr								X		
PW#1 Bldg Energy Upgrades       60.0       45.9       60.0       14.1       100%       X         FEMS:       Live Fire Training Facility       2.4       0.0       2.4       2.4       100%       X         Public Works:       Dymond Industrial Park       1,699.8       1,011.5       1,699.8       688.3       100%       X         2015 Road Program       1,071.6       1,006.4       1,071.6       652.2       100%       X         2015 Road Program       1,071.6       1,006.4       1,071.6       662.2       100%       X         2015 Road Program       1,071.6       1,006.4       1,071.6       662.2       100%       X         Uno Park Bridge       220.0       206.8       220.0       13.2       100%       X         Street Light Upgrades       810.0       408.4       810.0       401.6       60%       X         Municipal Data Works System       25.0       22.3       25.0       2.7       25%       X         Transit:       Bus Shelters       7.0       0.0       7.0       7.0         Transit:       Bus Shelters       7.0       0.0       7.7.1       100%       X         Pumper (annual capital lease payments)       5								V		X
NL Library Stabilization       30.0       7.5       30.0       22.5       100%       x         FEMS:       Live Fire Training Facility       2.4       0.0       2.4       2.4       100%       x       1         Public Works:       Dymond Industrial Park       1.699.8       1.011.5       1.699.8       688.3       100%       x       1         Opmond Industrial Park       1.699.8       1.011.5       1.699.8       688.3       100%       x       1         Uno Park Bridge       220.0       206.8       220.0       13.2       100%       x       1         Municipal Data Works System       25.0       22.3       25.0       2.7       25%       X       1         Solid Waste:       Landfill Site Expansion       200.0       146.0       200.0       54.0       75%       X       1         Transit Buses       7.0       0.0       7.0       7.0       0.0       7.0       0       1       1       100%       X       1         Fleet:       Loader (annual capital lease payments)       36.4       36.2       36.4       0.2       100%       X       1         Sanders       24.0       15.0       24.0       9.0										
FEMS:       Live Fire Training Facility       2.4       0.0       2.4       2.4       100%       X         Public Works:       Dymond Industrial Park       1,699.8       1,011.5       1,699.8       1,011.6       688.3       100%       X       1         Public Works:       Dymond Industrial Park       1,699.8       1,011.5       1,699.8       688.3       100%       X       1         Quits Road Program       1,071.6       652.2       00%       X       1 <t< th=""><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></t<>										
Public Works:       Dymond Industrial Park       30.5       23.2       30.5       7.3       100%       X       Image: Constraint of the state of the	FEMS	-								
Public Works:       Dymond Industrial Park 2015 Road Program Uno Park Bridge       1,071.6       1,006.4       1,071.6       658.2       100%       X       Image: Constraint of the constraint of th										
2015 Road Program       1,071.6       1,071.6       65.2       100%       x         Uno Park Bridge       220.0       206.8       220.0       13.2       100%       x       x         Street Light Upgrades       810.0       408.4       810.0       401.6       60%       x       x       x         Municipal Data Works System       25.0       22.3       25.0       2.7       25%       x       x       x         182 Pine Street West Emergency Repair       0.0       63.8       0.0       -63.8       100%       x	Public Works:									
Uno Park Bridge       220.0       206.8       220.0       13.2       100%       x         Street Light Upgrades       810.0       408.4       810.0       401.6       60%       x       x         Municipal Data Works System       25.0       22.3       25.0       2.7       25%       x       x       x         182 Pine Street West Emergency Repair       0.0       63.8       0.0       -63.8       100%       x       <										
Street Light Upgrades       810.0       408.4       810.0       401.6       60%       x       x         Municipal Data Works System       25.0       22.3       25.0       2.7       25%       x       x         Solid Waste:       Landfill Site Expansion       200.0       146.0       200.0       54.0       75%       x       <		-								
Solid Waste:       Landfill Site Expansion       0.0       63.8       0.0       -63.8       100%       x       100% <th< th=""><th></th><th></th><th></th><th>408.4</th><th></th><th></th><th></th><th></th><th></th><th></th></th<>				408.4						
Solid Waste:       Landfill Site Expansion       200.0       146.0       200.0       54.0       75%       x         Transit:       Bus Shelters       7.0       0.0       7.0       7.0       7.0       7.0         Fleet:       Loader (annual capital lease payments)       36.4       36.2       36.4       0.2       100%       x       1         Pumper (annual capital lease payments)       Sanders       24.0       15.0       24.0       9.0       100%       x       1         Pick Up Crew Cab       35.0       30.8       35.0       4.2       100%       x       1         Leisure Services:       Pete's Dam Bridge       112.0       0.1       100%       x       1         PFC Weight Room Floor       24.0       18.9       24.0       16.0       100%       x       1         STATO Project       160.0       0.0       160.0       160.0       160.0       100%       x       1         Muterfront Development       1,814.9       1,280.3       1,814.9       534.6       100%       x       1		Municipal Data Works System	25.0	22.3	25.0	2.7	25%	Х		
Transit:       Bus Shelters       7.0       0.0       7.0       7.0       100         Transit Buses       478.7       755.8       478.7       -277.1       100%       x		182 Pine Street West Emergency Repair	0.0	63.8	0.0	-63.8	100%	Х		
Fleet:       Loader (annual capital lease payments)       36.4       36.2       36.4       0.2       100%       X       I         Pumper (annual capital lease payments)       Sanders       24.0       15.0       24.0       100%       X       I         Sanders       24.0       15.0       24.0       9.0       100%       X       I         Pick Up Crew Cab       35.0       30.8       35.0       4.2       100%       X       I         Leisure Services:       Pete's Dam Bridge       112.0       111.9       112.0       0.1       100%       X       I         PFC Weight Room Floor       24.0       18.9       24.0       5.1       100%       X       I         STATO Project       160.0       0.0       160.0       160.0       I       I       I       I         Dymond Kinsmen Park       8.0       3.5       8.0       4.5       100%       X       I         Hiby Beach Mushroom       8.0       10.8       8.0       -2.8       100%       X       I         Waterfront Development       1,814.9       1,280.3       1,814.9       534.6       X       I       X       I         Total Expenditures							75%	Х		
Fleet:       Loader (annual capital lease payments)       36.4       36.2       36.4       0.2       100%       x <th>Transit:</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th>	Transit:									
Pumper (annual capital lease payments)       52.8       45.7       52.8       7.1       100%       x       x         Sanders       24.0       15.0       24.0       9.0       100%       x <th></th>										
Sanders       24.0       15.0       24.0       9.0       100%       x	Fleet:									
Leisure Services:       Pick Up Crew Cab       35.0       30.8       35.0       4.2       100%       x <t< th=""><th></th><th>• • • • • •</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></t<>		• • • • • •								
Pick Up       0.0       27.1       0.0       -27.1       100%       x <th></th>										
Leisure Services:       Pete's Dam Bridge       112.0       111.9       112.0       0.1       100%       x										
PFC Weight Room Floor       24.0       18.9       24.0       5.1       100%       x         STATO Project       160.0       0.0       160.0       160.0       1         Dymond Kinsmen Park       8.0       3.5       8.0       4.5       100%       x       1         Floor Machine       7.5       5.6       7.5       1.9       100%       x       1         Hlby Beach Mushroom       8.0       10.8       8.0       -2.8       100%       x       1         Waterfront Development       1,814.9       1,280.3       1,814.9       534.6       x       1	Loisuro Sorvicos:	•								
STATO Project       160.0       0.0       160.0       160.0         Dymond Kinsmen Park       8.0       3.5       8.0       4.5       100%       x         Floor Machine       7.5       5.6       7.5       1.9       100%       x       1         Hlby Beach Mushroom       8.0       10.8       8.0       -2.8       100%       x       1         Waterfront Development       1,814.9       1,280.3       1,814.9       534.6       x       1	Leisure Services.									
Dymond Kinsmen Park       8.0       3.5       8.0       4.5       100%       x         Floor Machine       7.5       5.6       7.5       1.9       100%       x       100%         Hlby Beach Mushroom       8.0       10.8       8.0       -2.8       100%       x       100%         Waterfront Development       1,814.9       1,280.3       1,814.9       534.6       x       100%         Total Expenditures       7,498.3       5,726.7       7,498.3       1,771.6       100%							100%	^		
Floor Machine       7.5       5.6       7.5       1.9       100%       x         Hlby Beach Mushroom       8.0       10.8       8.0       -2.8       100%       x         Waterfront Development       1,814.9       1,280.3       1,814.9       534.6       x       x         Total Expenditures       7,498.3       5,726.7       7,498.3       1,771.6		-					100%	x		
Hlby Beach Mushroom       8.0       10.8       8.0       -2.8       100%       x         Waterfront Development       1,814.9       1,280.3       1,814.9       534.6       x         Total Expenditures       7,498.3       5,726.7       7,498.3       1,771.6		-								
Waterfront Development         1,814.9         1,280.3         1,814.9         534.6           Total Expenditures         7,498.3         5,726.7         7,498.3         1,771.6										
Total Expenditures         7,498.3         5,726.7         7,498.3         1,771.6		-					,			
	Total Expenditures	r								
Net Position (1,043.6) (2,675.4) (1,043.6) (5,175.0)										
	Net Position		(1,043.6)	(2,675.4)	(1,043.6)	(5,175.0)				

8

#### DYMOND INDUSTRIAL PARK as at December 2015

Prior Year (2005 - 2014)

Year	Cost to Date	Funding	PPP	Federal Gas Tax			Unfinanced
2014	6,200.1	3,584.8	139.9	1,231.0	572.4	389.6	282.4

Project	YTD Actual	Budget	2015 Variance B/(W)
Hwy 11/Radley Road Turning Lane	23.4	610.8	587.4
Rockley Road Design	28.7	34.9	6.2
Rockley Road Construction	695.3	731.0	35.7
Storm Water Management Pond	264.1	223.1	-41.0
Certified Site Program	0.0	100.0	100.0
-	1,011.5	1,699.8	688.3

2.3

#### WATERFRONT DEVELOPMENT PROJECT as at December 2015

				2015						
	Total	2014	YTD	2010	Variance	%				
Project	Budget	Actual	Actual	Budget	B/(W)		G	Y	R	
Waterfront Stabilization & Beautification	680.8	0.0	538.9	680.8	141.9		х			
Boardwalk Demolition and Replacement	357.8	323.2	34.6	34.6			x			
Boardwalk Lighting Upgrades Accessible Landscaping	13.3 260.0	0.0 0.0	13.3 245.8	13.3 260.0			x x	_		
Farmer's Market	350.0	0.0	245.8	350.0	350.0	100%	~	-		
Spurline Building Renovations	31.7	11.7	19.9	20.0	0.1	100%	x			
Bucke Park Water and Septic Upgrades	96.7	13.3	58.4	83.4			x			
Professional Services (Engineering)	72.9	7.7	61.7	65.2	3.5	80%	x			
Marina Refurbishment and Electrical Upgrades	358.8	51.2	307.6	307.6		100%	x			
	2,222.0	407.1	1,280.2	1,814.9	534.7					
<b>Project Summary:</b> Waterfront Stabilization:	By-law 2 at Monte '- Pederse	2015-071, egomery S en Constru	work at Ha treet	aileybury N rded contr	act for the H lorth Marina act for Sho	a and G	abic	on b	ask	ets
Boardwalk Demolition and Replacement:		ngers exter e been cor	nding the langle	ength of th	ne boardwal	lk were	add	led	to th	ie project
Accessible Landscaping:			sell, Algon zed surface		h and Mini-	Putt Pa	rk h	ad	the	new
Farmer's Market:	- awaiting	site select	tion							
Spurline Building Renovations:	- upgrade	s to the kit		been con	en complete npleted and		ne	w		
Bucke Park Water and Septic Upgrades:	- water sy - due to M	stem with IOE requir	arsenic rer ements to	noval syst obtain an	ues with the em is instal Environmer sewer com	led and ntal Cor	woi nplia	rkin anc	ig w e	ell
Professional Services (Engineering):	complete	ed			electrical up	-			en	
Marina Refurbishment and Electrical Upgrades:		-	which inclu system at b			trical up	gra	des	5	

#### ENVIRONMENTAL CAPITAL Revenues & Expenditures as at December 2015 (\$K)

	Total			Variance	%			
REVENUES:	Budget	Actual	Budget	B/(W)		G	Υ	R
	101.0		404.0	(404.0)				
Public/Private Partnership	124.9		124.9	(124.9)				
Funding - Looping Project	1,199.5	1,199.3	1,199.5	(0.2)				
Funding - Gray Road Project	2,697.8		2,697.8	(2,697.8)				
Transfer from Reserves	2,129.7	1,653.2	2,129.7	(476.5)				
Total Revenues	6,151.9	2,852.5	6,151.9	(3,299.4)				
EXPENDITURES:								
Gray Road Lift Station	4,165.0	22.7	4,165.0	4,142.3	10.0%		Х	
Beach Garden Trunk Sanitary	450.0	5.0	450.0	445.0				X
NL Water Supply-Dymond Link	1,634.5	2,852.5	1,634.5	(1,218.0)	80.0%	Х		
Communication Upgrades NL/Dym	325.0	284.7	325.0	40.3	100.0%	Х		
Vehicle Replacements	100.0	94.5	100.0	5.5	100.0%	Х		
Rebecca Street Emergency Repairs	0.0	105.2	0.0	(105.2)	100.0%	х		
NL Reservoir Pump Upgrades	9.0	9.0	9.0	0.0	100.0%	Х		
McDonough Heights Emergency Repairs	0.0	80.5	0.0	(80.5)	100.0%	х		
Lakeshore Road Emergency Repair	0.0	57.0	0.0	(57.0)	100.0%	х		
Hlby WTP Roof Replacement	167.5	168.4	167.5	(0.9)	100.0%	х		
Total Expenditures	6,851.0	3,679.5	6,851.0	3,171.5		-		
Net Position	(699.1)	(827.0)	(699.1)	(6,470.9)				
	_ <u>`</u> ′	. /	• •					

#### INTEGRATION OF NEW LISKEARD & DYMOND SYSTEMS as at December 2015

	2015								
	Total	2014	YTD		Variance	%			
Project	Budget	Actual	Actual	Budget	B/(W)		G	Υ	R
Emergency Water Distribution	2,171.3	62.8	1,642.9	1,634.5	-8.4	25%	Х		
Armstrong/Hwy 65E			1,209.6		-1,209.6		Х		
	2,171.3	62.8	2,852.5	1,634.5	-1,218.0				

The project has an overall budget of \$2,171,030 for the project which will span 2014 - 2016.

\$100,000 was budgeted in 2014 for engineering to which a total of \$62,831.36 was expended.

The City was successful in receiving funding under the Ontario Community Infrastruture Fund in the amount of \$1,520,000, 73.38% of the estimated project expenses of \$2,071,300.

The City has received \$1,140,000 from OCIF based on achievement of Milestones 1 and 2.

The contract for the linking of the New Liskeard and Dymond water system was awarded to Pedersen Contruction on June 16, 2015. The contract administration was awarded to exp Services on July 7, 2015.

Pedersen is currently installing the new watermains and upgrading the facilities. Work is anticipated to be completed in 2016.

Payment certificates up to November 30, 2015 have been received and paid.

#### The Corporation of the City of Temiskaming Shores

#### By-law No. 2015-231

#### Being a by-law to amend the City of Temiskaming Shores' Procedural By-law No. 2008-160, as amended

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

**And whereas** Council at the December 4, 2008 Regular Council meeting adopted Procedural By-law No. 2008-160;

**And whereas** Council considered Administrative Report CS-034-2015 at the November 3, 2015 Regular Meeting of Council and directed staff prepare the necessary by-law to amend By-law No. 2008-160, as amended for consideration at the December 15, 2015 Regular Council meeting;

**And whereas** Notice of the Public Meeting in the matter of the Procedural By-law was given by way of an advertisement in the Temiskaming Speaker on the 4<sup>th</sup> day of November, 2015 and on the 11<sup>th</sup> day of November, 2015;

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

1. That Article 1.42 of Schedule "A" to By-law No. 2008-160 be deleted and replaced with the following:

**1.42 Resolution** means the decision of the Council on any motion.

- 2. That Article 3.7 of Schedule "A" to By-law No. 2008-160 be amended by replacing **Leisure Services** with **Recreation Services**.
- 3. That Article 6.13 (a) of Schedule "A" to By-law No. 2008-160 be deleted and replaced with the following:
  - (a) Every person to be in attendance at an in-camera/closed meeting held pursuant to this section shall make an Affirmation of Confidentiality at the Inaugural Meeting of the Council or when deemed appropriate and execute a Confidentiality Agreement in the form attached as Appendix 01.
- 4. That Articles 7.1 and 7.2 of Schedule "A" to By-law No. 2008-160 be deleted and replaced with the following:
  - 7.1 The Mayor may summon a Special Council meeting at any time upon giving written direction to the Clerk directly or through the City Manager, stating the date, time and purpose of the Special meeting.

- 7.2 The Clerk shall notify members of Council of the pending Special meeting with the objective of obtaining a quorum. Once satisfied that a quorum will be reached, the Clerk shall summon a Special Meeting for the purpose and the time mentioned in the petition.
- 5. That Article 12.3 of Schedule "A" to By-law No. 2008-160 be amended by replacing **come within the bar** with **approach beyond the podium**.
- 6. That Article 21.3 of Schedule "A" to By-law No. 2008-160 be amended by removing by the Council and subject to the approval of the Council at the end of the sentence.
- 7. That items 11, 12 and 13 of Article 36.1 of Schedule "A" to By-law No. 2008-160 be deleted and replaced with the following:
  - 11. Committees of Council Community and Regional
  - 12. Committees of Council Internal Departments
  - 13. Reports by Members of Council
- 8. That Article 36.5 (b) of Schedule "A" to By-law No. 2008-160 be amended by replacing **an affirmative vote of 2/3** with **majority vote of.**
- 9. That Section 37 of Schedule "A" to By-law No. 2008-160 add the following Articles:
  - 37.7 Any delegation request that implies or threatens legal action shall be denied. The City Manager may refer all such matters to Legal Counsel.
  - 37.14 Public delegations, depending on their nature, may be assigned by the City Manager to the appropriate Director and/or Committee of Council for follow up.
- 10. That Article 37.13 of Schedule "A" to By-law No. 2008-160 be amended by replacing **meeting shall be** with **meeting may be.**
- 11. That Article 41.5 of Schedule "A" to By-law No. 2008-160 which reads as follows be deleted:
  - 41.5 Unless otherwise required by statute or by the direction of the Chair to be heard at two separate Council meetings, any by-law shall be given three readings and passed at the same meeting on a vote of a majority of all members by separate motions.
- 12. That Article 44.3 of Schedule "A" to By-law No. 2008-160 be amended by replacing situated at City or included in with situated at City, distribution by e-mail or included in.

- 13. That Appendix 01 Affirmation of Confidentiality of Schedule "A" to By-law No. 2008-160 be replaced with Appendix 01, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
- 14. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 15<sup>th</sup> day of December, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

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

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

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

## **Confidentiality Agreement**

By signing this document, I agree that:

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

Signed, sealed and delivered at Temiskaming Shores, Ontario, this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

Signature

Affirmed before me at the City of Temiskaming Shores in the District of Timiskaming this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

## The Corporation of the City of Temiskaming Shores

## By-law No. 2015-232

## Being a by-law to amend By-law No. 2009-023, as amended being a by-law to Regulate and Control the Operation of Off-Road Vehicles within the City of Temiskaming Shores

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

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

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

**And whereas** Section 27 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to highways over which it has jurisdiction;

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

**And whereas** Section 429(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may establish a system of fines for offences under a by-law of the municipality passed under the Act;

**And whereas** Section 191.8(3)(a) of the Highway Traffic Act, R.S.O. 1990, c. H.8, as amended, provides that a municipality may pass by-laws, permitting the operation of off-road vehicles on any highway within municipality or on any part or parts of such highways;

**And whereas** Section 191.8(3)(b) of the Highway Traffic Act, R.S.O. 1990, c. H.8, as amended, provides that a municipality may pass by-laws, prescribing a lower rate of speed for off-road vehicles than that prescribed for off-road vehicles by regulation on any highway within municipality or on any part or parts of such highways;

**And whereas** Council considered Memo 007-2015-CS at the August 4, 2015 Regular Council meeting and directed staff to provide notice for a public meeting to be held on September 1, 2015 and to obtain feedback from the Police Services Board on the proposed amendments;

**And whereas** Council considered Administrative Report CS-038-2015 at the December 1, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2009-023 to ensure recent Provincial rules established through Ontario Regulation 135/15 are consistent with By-law No. 2009-023;

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

1. That Council hereby amends Schedule "A" to By-law No. 2009-023 by deleting the definition 2.1 All-Terrain Vehicle and replacing it with the following:

2.1 All-Terrain Vehicle means an off-road vehicle that,

- (a) has four wheels, the tires of which are all in contact with the ground,
- (b) has steering handlebars,
- (c) has a seat that is designed to be straddled by the driver, and
- (d) is designated to carry,
  - i. a driver only and no passengers, or
  - ii. a driver and only one passenger, if the vehicle,
    - A. has one passenger seat that is designed to be straddled by the passenger while sitting facing forward behind the driver, and
    - B. is equipped with foot rests for the passenger that are separate from the foot rests for the driver.
- 2. That Council hereby amends Schedule "A" to By-law No. 2009-023 by adding the following definition:

2.8 Multi-Purpose off-highway utility vehicle means an off-road vehicle that,

- (a) has four or more wheels, the tires of which are all in contact with the ground,
- (b) has steering wheel for steering control,
- (c) has seats that are not designed to be straddled, and
- (d) has a minimum cargo capacity of 159 kilograms.
- 3. That Council hereby amends Schedule "A" to By-law No. 2009-023 by deleting the definition 2.9 Off-Road Vehicle and replacing it with the following:

**2.9 Off-Road Vehicle** has the same meaning as in the *Off-Road Vehicle Act,* as amended.

4. That Council hereby amends Schedule "A" to By-law No. 2009-023 by adding the following definition:

2.15 Recreational off-highway vehicle means an off-road vehicle that,

- (a) has four or more wheels, the tires of which are all in contact with the ground,
- (b) has steering wheel for steering control,
- (c) has seats that are not designed to be straddled, and
- (d) has an engine displacement equal to or less than 1,000 cubic centimetres.
- 5. That Council hereby amends Schedule "A" to By-law No. 2009-023 by deleting 3.1 Prohibited Highways in its entirety and replacing it with the following:

## 3.1 Operation on Municipal Highways

- 3.1.1 Any *person* may operate a *multi-purpose off-highway utility vehicle, off-road vehicle* or *recreational off-highway vehicle* upon any *highway* under the jurisdiction of the City of Temiskaming Shores;
- 3.1.2 Notwithstanding Section 3.1.1 a *person* shall not be permitted to operate a *multi-purpose off-highway utility vehicle, off-road vehicle,* or *recreational off-highway vehicle* upon a *Prohibited Highway* identified in Appendix 01, attached hereto.
- 3.1.3 Notwithstanding Section 3.1.2 a *person* shall be allowed to cross a *Prohibited Highway* while operating a *multi-purpose off-highway utility vehicle, off-road vehicle* or *recreational off-highway vehicle,* provided such crossing is done at an angle of approximately 90 degrees to the direction of the *highway.*
- 6. That Council hereby amends Article 3.3.1 and 3.3.2 of Schedule "A" to By-law by replacing reference to within 100 m of any school site with within 200 m of any school site.
- 7. That Appendix "1" of Schedule "A" to ATV By-law No. 2009-023 be hereby deleted and replaced with Schedule "A" attached hereto and forming part of this by-law.
- 8. That this by-law shall come into force and take effect on the date of its final passing.
- 9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 15<sup>th</sup> day of December, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

# Appendix "1" of Schedule "A" to

By-law No. 2009-023

## **Prohibited Highways**

Highway	From	То
Armstrong Street North	Highway 65 East	Whitewood Avenue
Armstrong Street South	Whitewood Avenue	Cedar Street
Ferguson Avenue	Blackwall Street	Browning Street
Lakeshore Road North	Radley Hill Road	Paget Street
Lakeshore Road South	Browning Street	Radley Hill Road
Main Street	Farr Drive	ONR underpass
Paget Street	Lakeshore Road North	Dymond Street
Rorke Avenue	Main Street	Carter Boulevard
Whitewood Avenue	May Street	Highway 65

## The Corporation of the City of Temiskaming Shores

## By-law No. 2015-233

## Being a by-law to authorize Borrowing from time to time to meet current Expenditures during the Fiscal Year ending December 31, 2016

**Whereas** Section 407, Subsection 1, of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides for the temporary borrowing by a municipality, at any time during a fiscal year, until taxes are collected and other revenues are received, of the amount council considers necessary to meet the current expenditures of the municipality for the year.

**And whereas** the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the municipality, except with the approval of the Ontario Municipal Board, is limited by Section 407, subsection 2, of the Municipal Act, 2001, S.O. 2001, c.25, as amended.

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

- That the Mayor and the Treasurer are hereby authorized to borrow, from time to time during the year 2016 (hereinafter referred to as the current year), such sums as may be necessary to meet the current expenditures of the municipality for the year, including amounts required in the year as set out in Section 407 subsection (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, until the taxes are collected and other revenues are received.
- 2. That a promissory note of bankers' acceptance made under Article 1 above shall be signed by the Head of Council or such other person as is authorized by by-law to sign it and by the Treasurer.
- 3. That the Terms and Conditions for credit facilities available to The Corporation of the City of Temiskaming Shores from the Bank of Nova Scotia as set out in Schedule "A", hereto attached and forming part of the by-law, are hereby accepted.
- 4. That the Mayor and Treasurer are hereby authorized to enter into a Security Agreement with the Bank of Nova Scotia, a copy of which is attached hereto as Schedule "B" and forming part of this by-law.
- 5. That the Terms and Conditions for credit facilities available to The Corporation of the City of Temiskaming Shores from the Bank of Nova Scotia are hereby accepted.
- 6. That the total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall

not exceed the limits as outlined in Section 407, subsection 2, of the Municipal Act, 2001, S.O. 2001, c.25, as amended.

**Read a first, second and third time and finally passed** this 15<sup>th</sup> day of December, 2015.

Mayor- Carman Kidd

Clerk – David B. Treen

#### CREDIT NUMBER: 01

#### <u>TYPE</u>

**Operating Line** 

#### **PURPOSE**

General operating requirements

#### **CURRENCY**

Canadian dollars

#### **AVAILMENT**

The Borrower may avail the credit by way of direct advances evidenced by Agreement re Operating Credit Line.

#### INTEREST RATE

The Bank's Prime Lending Rate, from time to time, minus 0.25% with interest payable monthly.

#### **REPAYMENT**

Advances are repayable on demand

#### SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

Agreement re Operating Credit Line

#### SPECIFIC CONDITIONS

Until all debts and liabilities under the Credit have been discharged in full, the following conditions will apply in respect of the Credit:

January 1 to September 30 of each year:

Advances under the Operating credit are to be limited to 50% of total estimated revenue of the Borrower as set out in the budget adopted for the year and approved by Council;

#### October 1 to December 31 of each year:

Advances under the Operating credit are to be limited to 25% of total estimated revenue of the Borrower as set out in the budget adopted for the year and approved by Council.

#### **CREDIT NUMBER: 02**

#### <u>TYPE</u>

Equipment Financing Line – Revolving Term/Lease (Scotia Leasing)

#### PURPOSE

To assist with the acquisitions of new equipment

#### **AVAILMENT**

The Borrower may avail the Credit by way of direct advances evidenced by Demand Promissory Notes and/or by Lease Agreement with supporting documentation and/or Conditional Sale Contracts in form satisfactory to the Bank.

#### INTEREST RATE

#### **Direct Advances**

The Bank's Prime Lending Rate from time to time per annum, with interest payable monthly.

The Borrower has the option to fix the interest rate for the balance of the term of the loan at any time subject to availability. Rates will be quoted upon request.

## Scotia Lease/Conditional Sales Contract

#### Floating Rate Option:

The base payment applicable to each contract will be set on the commencement date of the contract based upon the Bank's Prime Lending Rate per annum, calculated and payable monthly. The total periodic payment will be adjusted monthly with changes in the Bank's Prime Lending Rate.

#### Fixed Rate Option:

The Borrower has the option to fix the payments for the balance of the term of the contract provided that the Borrower is not then in default under any credits. This option must be exercised prior to the commencement of the last third of the initial term of the contract.

Although the fixed rate will be set on the date notification is received by the Bank, the new rate will be effective on the next payment due date (provided the next payment due date is at least 10 days from receipt of the notice). A fee is payable when this option is exercised. The fixed rate will be quoted on request/based on Scotia Leasing's Base Rate at the time the option to fix the rate is exercised plus 1.25% per annum, calculated and payable monthly.

#### **OTHER FEES**

Standard Documentation Fees as prescribed by Scotia Leasing, payable at the time of each Lease drawdown.

#### **DRAWDOWN**

The undrawn portion of the credit is subject to Annual Review.

Advances are to be made in minimum multiples of \$50,000.

### **REPAYMENT**

#### Direct Advances

Advances are repayable in equal monthly instalments of principal, commencing within 30 days of drawdown, with a final payment of the balance of principal and interest then outstanding due at the end of the selected term. The maximum term of each loan is 5 years and the maximum amortization is 5 years.

#### Scotia Lease - ABC Purchase Option

Leases are repayable in accordance with the terms and conditions of each respective lease contract. The maximum term of any such lease/contract shall not exceed 60 months. At the end of the term to option, the lessee shall elect one of the following options:

- A. purchase the equipment for up to a maximum of 20% of the original cost;
- B. indentify a third party acceptable to the Bank to purchase the equipment from the Bank for up to a maximum of 20% of the original cost;
- C. rent the equipment for an additional term and revised rent payment to be authorized by the Bank.

#### Scotia Lease - \$1 Purchase Option

Leases are repayable in accordance with the terms and conditions of each respective lease contract. The maximum term of any such lease/contract shall not exceed 60 months. At the end of the term, the lessee shall elect to purchase the equipment for \$1.00.

#### PREPAYMENT

Prepayments are to be applied against installments of principal in the inverse order of their maturities.

#### Direct Advances

Floating Interest Rate:

Prepayment is permitted without penalty at any time in whole or in part.

#### Fixed Interest Rate:

Prepayment of any advance made by the Bank pursuant to this loan agreement (each an Advance"), in whole or in part, is permitted at any time. In addition to any other amount then payable by the Borrower pursuant to the terms hereof (including, without limitation, accrued interest) in respect of the amount being prepaid (the "Prepayment Amount"), the Borrower shall pay to the Bank an amount equal to the greater of:

- (i) three months simple interest on the Prepayment Amount at the rate applicable to the relevant Advance being prepaid, and
- (ii) The Bank's Funding Loss. For the purposes hereof, "Funding Loss" means, in respect of the Advance being prepaid, any loss, cost or expense which may be incurred by the Bank by reason of the reemployment, for the Prepayment Period, of the funds acquired by the Bank to fund such Advance. "Prepayment Period" means the period commencing on, and including, the date on which the

Prepayment Amount is paid to the Bank to, but excluding, the scheduled repayment date of the relevant Advance.

#### Scotia Lease/Conditional Sales Contract

Leases/Conditional Sale Contracts are not cancellable, and no prepayments of principal are permitted.

#### SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit(s):

#### Direct Advances

General Security Agreement supported by a Chattel Mortgage over specific equipment financed with replacement cost insurance coverage, loss, if any, payable to the Bank.

#### Scotia Lease

Lease Agreement(s)/Conditional Sales Contract(s) covering equipment leased.

Comprehensive General Liability insurance for a minimum of \$2 million per occurrence with the Bank recorded as an additional named insured.

All Risk Insurance covering the replacement value of the equipment with the Bank recorded as loss payee and additional named insured.

Vehicles – Collision and Comprehensive (All Perils) Liability and Damage to vehicle for \$5 million per occurrence showing the Bank as loss payee and additional named insured.

Resolution of the Council authorizing leases.

#### SPECIFIC CONDITIONS

Until all debts and liabilities under the Credit have been discharged in full, the following conditions will apply in respect of the Credit:

Prior to drawdown, the Bank is to be satisfied with the quality, value and eligibility of all assets being leased or financed.

The amount of financing shall not exceed 100% of the cost of the equipment being financed exclusive of the relative taxes and the Borrower shall provide security deposits, advance rentals and/or down payments to reduce financing to this limit.

CREDIT NUMBER: 03 AUTHORIZED AMOUNT: \$750,000

### <u>TYPE</u>

Scotia Visa Business Card - Availment, interest rate and repayment as per Cardholder Agreement.

#### **PURPOSE**

**Business expenses** 

#### **CURRENCY**

#### Canadian Dollars

#### SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

١

ScotiaVisa Business Card Agreement

# GENERAL SECURITY, TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

#### **GENERAL SECURITY**

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credits:

Municipal Borrowing By-Law for Current Expenditures containing a pledge of tax revenues

Security Agreement, Municipalities and School Boards

Banking Resolution, Municipalities and a supporting List of Officers

#### GENERAL CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the following conditions will apply in respect of the Credits:

The Borrower agrees to:

- (i) comply with all applicable borrowing legislation
- (ii) advise the Bank of any breach of statutory borrowing limits
- (iii) provide the Bank with certificates of estimated revenues from time to time, upon request.

The Borrower will give the Bank the opportunity to offer additional future banking and credit requirements.

For ongoing Credit Risk management purposes, all operating accounts of the Borrower shall be maintained with the Bank as long as the Borrower has any operating line facilities with the Bank.

## GENERAL BORROWER REPORTING CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the Borrower will provide the Bank with the following:

Annual Audited Consolidated Financial Statements of the Borrower, within 150 days of

the Borrower's fiscal year end duly signed.

Annual budget for the ensuing year, within 150 days of fiscal year end.

Copy of current Municipal Borrowing By-Law is required in January of each year.

Copy of current Security Agreement in January of each year.

At the time of the annual review, the Municipality's Treasurer must provide the bank with the following:

- a) Details of short term borrowings from other banks and from its own Reserve funds
- b) Copy of a By-Law approving annual estimates.

Such other financial information as the Bank may reasonably require from time to time.

#### FEES

In addition to, and not in substitution for the obligations of the Borrower and the rights of the Bank upon the occurrence of an event of default herein, the Borrower shall pay to the Bank:

- (a) a fee of \$300 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which the Borrower is late in providing the Bank with financial or other information required herein;
- (b) a fee of \$300 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which loan payments of principal, interest or other amounts are past due; and
- (c) a fee of \$1,500 per occurrence (or such higher amount as may be determined by the Bank from time to time) for each month or part thereof during which the Borrower is in default of any other term or condition contained in this Commitment Letter or in any other agreement to which the Borrower and the Bank are parties.

The imposition or collection of fees does not constitute an express or implied waiver by the Bank of any event of default or any of the terms or conditions of the lending arrangements, security or rights arising from any default. Fees may be charged to the Borrower's deposit account when incurred.

#### SCHEDULE "A"

### ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

(In the event of a conflict, the terms and conditions of any lease agreement and/or conditional sale contract supersede the terms and conditions in this Schedule A with regard to such leases and/or conditional sale contracts)

#### 1. Calculation and Payment of Interest

Interest on loans/advances made in Canadian dollars will be calculated on a daily basis and payable monthly on the 22nd day of each month (unless otherwise stipulated by the Bank). Interest shall be payable not in advance on the basis of a calendar year for the actual number of days elapsed both before and after demand of payment or default and/or judgment.

### 2. Interest on Overdue Interest

Interest on overdue interest shall be calculated at the same rate as interest on the loans/advances in respect of which interest is overdue, but shall be compounded monthly and be payable on demand, both before and after demand and judgment.

#### 3. Indemnity Provision

If the introduction, adoption or implementation of, or any change in, or in the interpretation of, or any change in its application to the Borrower of, any law, regulation, guideline or request issued by any central bank or other governmental authority (whether or not having the force of law), including, without limitation, any liquidity reserve or other reserve or special deposit requirement or any tax (other than tax on the Bank's general income) or any capital requirement, has due to the Bank's compliance the effect, directly or indirectly, of (i) increasing the cost to the Bank of performing its obligations hereunder or under any availment hereunder; (ii) reducing any amount received or receivable by the Bank or its effective return hereunder or in respect of any availment hereunder or on its capital; or (iii) causing the Bank to make any payment or to forgo any return based on any amount received or receivable by the Bank in its discretion, then upon demand from time to time the Borrower shall pay such amount as shall compensate the Bank for any such cost, reduction, payment or forgone return (collectively "Increased Costs") as such amounts are reasonably determined by the Bank and set forth in a certificate to the Borrower.

In the event of the Borrower becoming liable for such Increased Costs the Borrower shall have the right to prepay in full, without penalty, the outstanding principal balance under the affected credit other than the face amount of any document or instrument issued or accepted by the Bank for the account of the Borrower, including, without limitation, a Letter of Credit, a Letter of Guarantee or a Bankers' Acceptance. Upon any such prepayment, the Borrower shall also pay the then accrued interest on the amount prepaid and the Increased Costs to the date of prepayment together with such amount as will compensate the Bank for the cost of any early termination of its funding arrangements in accordance with its normal practices, as such amounts are calculated in a certificate reasonably prepared by the Bank.

#### 4. <u>Environment</u>

The Borrower agrees:

- (a) to obey all applicable laws and requirements of any federal, provincial, or any other governmental authority relating to the environment and the operation of the business activities of the Borrower;
- (b) to allow the Bank access at all times to the business premises of the Borrower to monitor and inspect all property and business activities of the Borrower;
- (c) to notify the Bank from time to time of any business activity conducted by the Borrower which involves the use or handling of hazardous materials or wastes or which increases the environmental liability of the Borrower in any material manner;
- (d) to notify the Bank of any proposed change in the use or occupation of the property of the Borrower prior to any change occurring;
- (e) to provide the Bank with immediate written notice of any environmental problem and any hazardous materials or substances which have an adverse effect on the property, equipment, or business activities of the Borrower and with any other environmental information requested by the Bank from time to time.
- (f) to conduct all environmental remedial activities which a commercially reasonable person would perform in similar circumstances to meet its environmental responsibilities and if the Borrower fails to do so, the Bank may perform such activities; and
- (g) to pay for any environmental investigations, assessments or remedial activities with respect to any property of the Borrower that may be performed for or by the Bank from time to time.

If the Borrower notifies the Bank of any specified activity or change or provides the Bank with any information pursuant to subsections (c), (d), or (e), or if the Bank receives any environmental information from other sources, the Bank, in its sole discretion, may decide that an adverse change in the environmental condition of the Borrower or any of the property, equipment, or business activities of the Borrower has occurred which decision will constitute, in the absence of manifest error, conclusive evidence of the adverse change. Following this decision being made by the Bank, the Bank shall notify the Borrower of the Bank's decision concerning the adverse change.

If the Bank decides or is required to incur expenses in compliance or to verify the Borrower's compliance with applicable environmental or other regulations, the Borrower shall indemnify the Bank in respect of such expenses, which will constitute further advances by the Bank to the Borrower under this Agreement.

5. <u>Periodic Review</u>

The obligation of the Bank to make further advances or other accommodation available under any Credit(s) of the Borrower under which the indebtedness or liability of the Borrower is payable on demand, is subject to periodic review and to no adverse change occurring in the financial condition or the environmental condition of the Borrower or any guarantor.

### 6. Evidence of Indebtedness

The Bank's accounts, books and records constitute, in the absence of manifest error, conclusive evidence of the advances made under this Credit, repayments on account thereof and the indebtedness of the Borrower to the Bank.

#### 7. Acceleration

- (a) All indebtedness and liability of the Borrower to the Bank payable on demand, is repayable by the Borrower to the Bank at any time on demand;
- (b) All indebtedness and liability of the Borrower to the Bank not payable on demand, shall, at the option of the Bank, become immediately due and payable, the security held by the Bank shall immediately become enforceable, and the obligation of the Bank to make further advances or other accommodation available under the Credits shall terminate, if any one of the following Events of Default occurs:
  - (i) the Borrower or any guarantor fails to make when due, whether on demand or at a fixed payment date, by acceleration or otherwise, any payment of interest, principal, fees, commissions or other amounts payable to the Bank;
  - (ii) there is a breach by the Borrower of any other term or condition contained in this Commitment Letter or in any other agreement to which the Borrower and the Bank are parties;
  - (iii) any default occurs under any security listed in this Commitment Letter under the headings "Specific Security" or "General Security" or under any other credit, loan or security agreement to which the Borrower is a party;
  - (iv) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other proceedings for the relief of debtors are instituted by or against the Borrower and, if instituted against the Borrower, are allowed against or consented to by the Borrower or are not dismissed or stayed within 60 days after such institution;
  - (v) a receiver is appointed over any property of the Borrower or any guarantor or any judgment or order or any process of any court becomes enforceable against the Borrower or any guarantor or any property of the Borrower or any guarantor or any creditor takes possession of any property of the Borrower or any guarantor;
  - (vi) any course of action is undertaken by the Borrower or any guarantor or with respect to the Borrower or any guarantor which would result in the Borrower's or guarantor's reorganization, amalgamation or merger with another corporation or the transfer of all or substantially all of the Borrower's or any guarantor's assets;
  - (vii) any guarantee of indebtedness and liability under the Credit Line is withdrawn, determined to be invalid or otherwise rendered ineffective;
  - (viii) any adverse change occurs in the financial condition of the Borrower or any guarantor.
  - (ix) any adverse change occurs in the environmental condition of:
    - (A) the Borrower or any guarantor of the Borrower; or
    - (B) any property, equipment, or business activities of the Borrower or any guarantor of the Borrower.
- 8. Costs

All costs, including legal and appraisal fees incurred by the Bank relative to security and other

documentation and the enforcement thereof, shall be for the account of the Borrower and may be charged to the Borrower's deposit account when submitted.

16

.

## Security Agreement – Municipalities and School Boards

### To: **The Bank of Nova Scotia,** (the 'Bank')

**Whereas** by the passage of By-Law No. 20152-233 of The Corporation of the City of Temiskaming Shores on the 15<sup>th</sup> day of December, 2015 authority was given to the Treasurer together with the Mayor to borrow from the Bank the sum or sums therein mentioned and this Agreement was authorized.

**And whereas** the Corporation desires to borrow the said sum or sums from the Bank.

**Now it is hereby agreed** by the Corporation that in consideration of the Bank advancing or providing the said sum or sums to the Corporation that all the revenues of the Corporation of whatever nature and kind are hereby charged to and in favour of the Bank, as security for payment of the moneys so advanced or provided by the Bank and any interest thereon and any other charges in connection therewith and the Bank shall have a lien upon all such revenues until the charge hereby and by the said By-Law created is satisfied.

The Corporation represents and warrants that the whole or any part or parts of the revenues of the Corporation are not subject to any prior charge, except as disclosed to the Bank in writing.

**In witness whereof** the Corporation has caused this agreement to be executed by its proper officers as required by law this 15<sup>th</sup> day of December, 2015.

Mayor - Carman Kidd

Treasurer – Laura-Lee MacLeod

Witness – David B. Treen

## The Corporation of the City of Temiskaming Shores

## By-law No. 2015-234

## Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the rental of an Excavator with an Operator for Water Break Repairs 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-058-2015 at the December 15, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the rental of an excavator with an Operator for water break repairs for consideration at the December 15, 2015 Regular Council meeting;

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

- That Council authorizes the entering into an agreement with Pedersen Construction (2013) Inc. for the rental of an excavator with an operator for water break repairs at various locations in the City of Temiskaming Shores 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 15<sup>th</sup> day of December, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

# By-law 2015-234

## Agreement between

## The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the rental of an Excavator with an Operator for water break repairs

**This agreement** made in duplicate this 15<sup>th</sup> day of December, 2015.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

## Pedersen Construction (2013) 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 Equipment Rental – Excavator c/w Operator for Water Break Repairs Tender No. PWO-RFT-014-2015

- 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 **December 31<sup>st</sup>, 2016.**

## Article II:

The Owner will:

a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the following rates:

Float to Site = **\$80/event** Excavation without Breaker = **\$110/hr**  Excavation with Breaker = **\$160/hr** Float from Site = **\$80/event** 

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:

The Owner:

Pedersen Construction (2013) Inc. P.O. Box 2409 New Liskeard, Ontario P0J 1P0 **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 )	Pedersen Construction (2013) Inc.
(if applicable)	Secretary-Treasurer - Alec Pedersen
)	
)	Witness
)	Name:
)	Title:
Municipal Seal ) ) )	Corporation of the City of Temiskaming Shores
) ) )	Mayor – Carman Kidd
)	Clerk – David B. Treen



Appendix 01 to Schedule "A" to

# By-law No. 2015-234

Form of Agreement



Equipment Rental – Excavator

## Form of Tender

Each Tender should contain the legal name under which the Bidder carries on business, telephone number and fax number, mailing address as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

We, the undersigned, have carefully examined the attached documents and conditions of the Tender.

We, the undersigned, 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 Tender.

NOTE: All portions of "Form of Tende	r" must be accuratel	y and completely filled out.
--------------------------------------	----------------------	------------------------------

Item	Description	Make, Model and Operating Weight	Unit	Rate, \$
1	Float time (as described within) Allowance of one half (1/2) hour to arrive	Nack	L.S.	\$80.00
2	Work Time including breaker attachment	Cat 320 D 21.000 kg.	Hour	\$160.00
3	Excavation Time		Hour	\$110.00
4	Float time (as described within) Allowance of one half (1/2) hour return		L.S.	\$80.00

Pricing shall exclude applicable taxes but will be considered extra.

This is page 1 of 7 to be submitted



Equipment Rental – Excavator

## Form of Tender

All hourly rates offered in this Tender are firm, irrevocable and open for acceptance by the City for a period of sixty (60) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Request for Tender.

Company Name	Contact name (please print)
PEDERJEN CONSTRUCTION	Alec Pedersen
(2013) Inc.	Ituc Iedersen
Mailing Address	Postal Code
, t.o. Box 2409	Pro 10
P.O. Box 2409 New Liskoard, Outario	Pos 1Po
POJ IPO	
Authorizing Signature	Title
	Seat Trans
Herton	Secretary Treasurer
"I have the authority to bind the company/corporation/partnership."	
Telephone	Fax
705-647-6223	705-647-8851
Cell Phone if available	Date
705-647-2707	November 30, 2015
Email address for Contact Person	· · · · · · · · · · · · · · · · · · ·
and deman - Da lan	anote the o
apedersen e pederser	conspriction · ca

This is page 2 of 7 to be submitted



Equipment Rental – Excavator

## Non Collusion Affidavit

I/ We 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 Tender 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

PEDERSEN CONTRUCTION (2013) Inc. Secretary Treasurer

Title

This is page 3 of 7 to be submitted



Equipment Rental – Excavator

## **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:

N

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.

keard this 30th day of Wovember, 2015. Dated at

FIRM NAME:

BIDDER'S AUTHORIZED OFFICIAL:

REDERIEN CONSTRUCTION (2013) Inc.

TITLE:

SIGNATURE:

This is page 4 of 7 to be submitted



## City of Temiskaming Shores Schedule "A"

## List of proposed Operators

A list of no less than two (2) operators that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Operator	Experience Describe graduate training/ years as Operator	Employee Status Full Time/Part time
Oxar Vinette	13 years	Full Time.
Bob Jibb	23 years.	Full TIME

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official

Printed

This is Page 5 of 7 to be submitted



## City of Temiskaming Shores Schedule "B"

#### List of Proposed Sub-Contractors

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

The Contractor shall not show "Own Forces" in their list of proposed Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.

The Contractor shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names

One Subcontractor name shall be indicated for each Subcontractor category.

No names, either of Subcontractors or "Own Forces" may be changed after submission of the list of proposed Subcontractors unless prior written approval is received from the City

Should the Bidder indicate "N/A" (not applicable), "None", "Own Forces" or imply by either non completion or omission of this form, that no Sub-Contractor will be used in the execution of this agreement, It is then understood that the City will make no allowance for, nor shall any Sub-Contractors shall be allowed to perform any part of this agreement.

Name	Address	WSIB Certificate Number (copy attached)
N/A		E200008BT3N

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Tender document.

Signed by Company Official redersen

This is page 6 of 7 to be submitted



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	ctor s / e de oreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mmm- yyyy) / Période de validitê (jj/mm/aaaa)
PEDERSEN CONSTRUCTION (2013) INC.	177246 BEDARD RD, C/O HEATHER BRAZEAU PO BBOX 2409, NEW NEW POUTPO, CA POUTPO, CA	1000-010: Non- Exempt Partners and Cofficers in Rate Group 748 Group 748 Group 748 4224-001: Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Finishing 3551-000: Ready-Mix Concrete Systems 4221-000: Masonry Operations 4221-001: Highways, Street, and Street, and Bridge Maintenance	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / PARENT ACCOUNT	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA,	E200000813N	19-Feb-2015 to

## **City of Temiskaming Shores** Schedule "C" Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name Alectederoen Company Name PEDERTEN Construction (2013) Phone Number 705-647-6223 Address 177246 Bedan Road New Lickard

\_ declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

١, \_\_\_\_, declare that I, or my company, are <u>not</u> in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: November 30, 2015

This is page 7 of 7 to be submitted

## The Corporation of the City of Temiskaming Shores

## By-law No. 2015-235

## Being a by-law to amend By-law No. 2014-029 being a by-law to enter into an agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure – Small Business Enterprise – Starter Company

**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. 2011-099 being a by-law to enter into an agreement with the Ministry of Northern Development, Mines and Forestry for the establishment of Enterprise Temiskaming – Small Business Enterprise Centre;

**And whereas** adopted By-law No. 2014-029 being a by-law to enter into an agreement with the Ministry of Economic Development, Employment and Infrastructure for the establishment of Starter Company

**And whereas** Council considered Administrative Report CGP-045-2015 at the December 15, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2014-029 being a by-law to enter into an agreement with the Minister of Economic Development Employment and Infrastructure for the Small Business Enterprise Centre – Starter Company for consideration at the December 15, 2015 Regular Council meeting;

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

- That Schedule "A" to By-law No. 2014-029 being an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure to undertake the Small Business Enterprise Centre – Starter Company administered by Enterprise Temiskaming be amended by Amending Agreement No. 1, attached hereto as Schedule "A" and forming part of this by-law; and
- 2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the

by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first second and third time and finally passed** this 15<sup>th</sup> day of December, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule A to

# By-law No. 2015-235

Amending Agreement between

# The Corporation of the City of Temiskaming Shores

and

# Her Majesty the Queen in Right of Ontario

as represented by the Minister of Economic Development, Employment and Infrastructure – Starter Company THIS AMENDING AGREEMENT NO. 1 made effective as of the 1st day of October, 2015.

#### BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO as represented by the Minister of Economic Development, Employment and Infrastructure (hereinafter referred to as the "Province")

AND:

#### THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (hereinafter referred to as the "Recipient")

**WHEREAS** Her Majesty the Queen In Right of the Province of Ontario as represented by the Minister of Economic Development, Trade and Employment and the Recipient entered into an agreement dated effective October 7, 2013 (the "Agreement");

**AND WHEREAS** the Ministry of Economic Development, Trade and Employment became the Ministry of Economic Development, Employment and Infrastructure;

**AND WHEREAS** the Province and the Recipient wish to amend the Agreement in the manner set out herein;

**NOW THEREFORE** in consideration of mutual promises and agreements contained in this Amending Agreement No. 1 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. All capitalized terms not otherwise defined in this amending agreement No. 1 (the "Amending Agreement No. 1") shall have the meaning specified in the Agreement.
- 2. Section 1.2 to the Agreement is hereby amended by deleting the definition "Maximum Funds" and replacing it with the following:

"Maximum Funds" means \$111,168.

3. Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

The term of the Agreement shall commence on the Effective Date and shall expire on June 30, 2017 (the "Expiry Date") unless terminated earlier pursuant to Article 12, 13, or 14.

- 4. Schedule "A" to the Agreement is hereby deleted in its entirety and replaced with the Schedule "A" attached to this Amending Agreement No. 1 as Appendix "I".
- 5. Schedule "B" to the Agreement is hereby deleted in its entirety and replaced with the Schedule "B" attached to this Amending Agreement No. 1 as Appendix "II".
- 6. Schedule "C" to the Agreement is hereby deleted in its entirety and replaced with the Schedule "C" attached to this Amending Agreement No. 1 as Appendix "III".

- 7. The table in Schedule "D" to the Agreement is hereby deleted in its entirety and replaced with the table contained in Appendix "IV" hereto.
- 8. Section 3(i) in Schedule "D" to the Agreement is hereby deleted in its entirety and replaced with the following:

Project Audit – the Recipient will provide the Province with an Auditor's certificate by May 31, 2017 in the form of Schedule "J".

- 9. All other terms and conditions of the Agreement, including without limitation all Schedules to the Agreement, remain unaltered and in full force and effect, and time continues to be of the essence.
- 10. This Amending Agreement No. 1 and the Agreement constitute the entire agreement between the parties.

#### [Remainder of page intentionally left blank. Signature page follows.]

# IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDING AGREEMENT NO.1 ON THE DATES SET OUT BELOW.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO as repre- sented by the Minister of Economic Development, Employment and Infrastructure	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
Per:	Per:
Name: Carrie Burd	Name: Shelly Zubyck
Title: Director, Entrepreneurship Branch	Title: Director of Corporate Services
	I have authority to bind the Recipient
Date	Date

# **APPENDIX "I"**

Attached to and forming part of the Amending Agreement No. 1 between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure and The Corporation of the City of Temiskaming Shores.

### SCHEDULE "A"

#### **PROGRAM DESCRIPTION AND TIMELINES**

#### Summary

• The Recipient will undertake the "Starter Company program" (the "Program"), which will provide mentoring, training and capital for youth to start, grow or buy a small business in the Temiskaming area. For the purposes of the Program, "youth" are defined as those between 18 and 29 years of age.

#### **Program Requirements**

- The Recipient will deliver the Program through Enterprise Temiskaming.
- Enterprise Temiskaming functions fall under the department of Community Growth and Planning, Economic Development, within the Corporation of the City of Temiskaming Shores.
- The Recipient is responsible for the day-to-day operations and is ultimately responsible for the functioning and accountability of Enterprise Temiskaming.
- The Program will provide:
  - Training and business skills development to help youth prepare to run their own business;
  - Advice and mentorship from local business leaders to help get the business up and running;
  - Experience running a business that will better position youth to obtain more traditional financing, such as a bank loan, if required; and
  - Where applicable/eligible, a micro-grant to kick-off a new business or expand an existing business.
- The Recipient is responsible for:
  - Adapting the Program framework to respond to local needs and opportunities for young entrepreneurs;
  - Administration of a Community Mentoring Network including mentor recruitment, training, networking events, tracking of mentoring relationships, reporting etc.;
  - Coordination, assessment, and tracking of monthly mentoring meetings;

- Ensuring that an appropriate conflict of interest strategy is established and implemented for all mentors;
- Promoting the Program, including outreach to vulnerable youth;
- Recruitment, intake and training of applicants to ensure Program targets are met;
- Assistance in the creation of a learning plan, business plan and business milestones/goals, plus other supports for participants within the Program;
- Ensuring that the applicants recommended for funding are of the best quality
- Collection of status reports from participants, plus reporting on and tracking of participant progress within the Program; and
- Reporting of businesses started, job creation data and other identified performance measures.

# Program Targets

The Recipient intends to meet the following targets by the Expiry Date.

	Original Targets*	Additional Targets**	Total Amended Targets
Total Number of Youth Entering the Program/Receiving Train- ing/Mentoring	22	13	35
Number of Businesses Start- ed/Expanded/Purchased	17	7	24
Number of Jobs Created	20	9	29

\*As provided for in the Agreement, effective as of October 7, 2013.

\*\*Additional targets allocated for Program expansion under the Youth Jobs Strategy renewal.

A detailed description of the activities to be undertaken by the Recipient in connection with the Program is outlined in the chart below:

Detailed Description of Program Activities								
Description	Key Activities         Related Reporting Require           *Subject to Timelines in Scher							
Application Process and Program Intake	<ul> <li>The Recipient will follow a two-phased application process.</li> <li>A pre-consultation will be required for potential participants prior to the first phase of applications being submitted to the Starter Company Program.</li> <li>The intake process will be promoted for three deadline dates per year allowing for training schedule to be established with applicants and assistance throughout four months or less.</li> <li>Business Plan         <ul> <li>The creation of the Business Plan is the responsibility of the Applicant.</li> <li>The creation of the Business Plan is the responsibility of the Applicant.</li> <li>The Temiskaming Small Business Enterprise Center (SBEC) will provide tools and information to the potential Entrepreneur to education himself/herself and have persons available to ask questions or direction on an area.</li> <li>The SBEC will help the applicants set goals and timelines for preparing their Business Plan.</li> <li>Mentors will review the business plan before submission for evaluation to ensure that Market Research and strategies developed are valid/within reason.</li> <li>Unsuccessful candidates will be offered additional assistance by the SBEC to address concerns or ongoing issues. They will have the opportunity to try other avenues of financing available such Community Futures Development Corporations (CFDC), Canadian Youth Business Foundation (CYBF), Financial Institutions.</li> </ul> </li> </ul>	Annual reporting on the development and implementation of the program, including the application process, program intake process, participant tracking process, refer- ral process to the Program's Regional Grant Administrator (RGA) and a referral strategy for all youth who have applied. This in- cludes vulnerable youth, such as, but not limited to the following: • Francophone, • Aboriginal, • Youth facing multiple barriers, and/or Youth in high needs areas. The Recipient will populate the fields in ECR as identified in Schedule "D".						

Detailed Description of Program Activities					
Description	Key Activities	Related Reporting Requirements *Subject to Timelines in Schedule "D".			
	gram completion whether they were accepted or refused from grant process. Refused grant applicant will have the oppor- tunity to go through another program term to improve or develop additional skills to move their business idea forward.				
Marketing and Pro- motion, and Recruitment Develop and dis- tribute Marketing and Promotional Material to Youth Organizations	<ul> <li>The Recipient shall develop marketing and promotional material to engage and encourage youth to participate in the program.</li> <li>The Program will be marketed in multiple ways: <ul> <li>In person promotion at different college locations within the Temiskaming.</li> <li>Initiatives (including presentations) with local secondary institutions to encourage youth to seek out entrepreneur assistance information.</li> <li>Social Media: a section of the Enterprise Temiskaming Website and Facebook page will give information about the program.</li> <li>Local Newspapers will be approached to profile Starter Company when launched in the Temiskaming area.</li> <li>Sharing of information through local Chamber of Commerce mailings, websites, and information added to municipal websites across the district.</li> <li>Literature and promotional items.</li> </ul> </li> <li>Wherever possible, documentation, promotional items, etc. will be produced in French.</li> <li>Within the SBEC's program management outreach to youth includes: <ul> <li>Francophone across the district and;</li> <li>Native/Aboriginal/Métis groups such as the native stu-</li> </ul> </li> </ul>	Annual reporting on the development and implementation of marketing and promo- tional, and recruitment strategies for all youth who have applied. This includes vul nerable youth, such as, but not limited to the following: • Francophone, • Aboriginal, • Youth facing multiple barriers, and/or Youth in high needs areas. The Recipient will populate the fields in ECR as identified in Schedule "D".			

Page 7 of 14

Detailed Description of Program Activities						
Description	Key Activities	Related Reporting Requirements *Subject to Timelines in Schedule "D".				
	dent association, aboriginal women in mining organi- zation, and other groups of such nature.					
Mentoring: Mentors to Support Youth	<ul> <li>Mentors will be recruited through the SBEC's Advisory Committee, local Chamber of Commerce committees, and professionals within the community to assist with presenting information with the training session, specific industry questions or direction.</li> <li>The SBEC is designated Bilingual, the current office staff is bilingual and many community partners are also bilingual (French and English).</li> <li>A goal for the mentoring group will be to connect with persons for mentoring that are bilingual where possible.</li> <li>The Centre will target Mentors in such areas as:         <ul> <li>Accountant/bookkeeper</li> <li>Bank representative</li> <li>Insurance broker</li> <li>Small and medium-sized business owners or retirees</li> </ul> </li> <li>Mentor Group</li> <li>The Mentor group will meet the week of the Phase 1 Intake application for Starter Company deadlines dates. The Youth Program Coordinator will oversee the process and SBEC Manager will review.</li> <li>Mentors will be oriented in the scope of the program. They will review conflict of interest at Intake sessions initial meeting.</li> <li>Training tools will be developed by the SBEC including documentation of training.</li> </ul>	<ul> <li>Annual reporting on all key mentoring activities and requirements including the number of: <ul> <li>Mentors recruited,</li> <li>Training sessions that occurred, and</li> <li>Mentoring meetings and workshops conducted.</li> </ul> </li> <li>The key activities noted above are for all youth who have applied. This includes vulnerable youth, such as, but not limited to the following: <ul> <li>Francophone,</li> <li>Aboriginal,</li> <li>Youth facing multiple barriers and/or Youth in high needs areas.</li> </ul> </li> <li>The Recipient will populate the fields in ECR as identified in Schedule "D".</li> </ul>				

Detailed Description of Program Activities							
Description	Key Activities	Related Reporting Requirements *Subject to Timelines in Schedule "D					
Program Operations	Enterprise Temiskaming will have a contract bilingual employ- ee, Youth Program Administrator, for the two year Program. This position will report to the center's Business Consultant (Manager) for guidance and final decisions.	Annual reporting on Program operations. The Recipient will populate the fields in ECR as identified in Schedule "D".					
	<ul> <li>Task #1 - The Program would include creating a pres- ence in the three local college campuses in the district.</li> </ul>						
	<ul> <li>Task #2 - Develop relationships with secondary institu- tions (three English, two French) across the region to deliver Starter Company, Summer Company, Make Your Pitch, youth employment information, current La- bour/job information in the area, future Labour/job needs of our area, youth employment programs, etc.</li> </ul>						
	<ul> <li>Task #3 - Creating a marketing campaign for Starter Company within the region while underlining other youth initiative in the district such as Summer Compa- ny, Make your Pitch, Canada Youth Business Foundation (CYBF) information, Northern Ontario Her- itage Fund Corporation (NOHFC) funding and other youth strategy or funding opportunities available.</li> </ul>						
	<ul> <li>Program staff duties will include day-to-day Program activities that include, but are not limited to:</li> <li>Assisting with setting the initial meeting between the mentor and mentees,</li> </ul>						
	<ul> <li>Assessing applicants for suitability for the Program,</li> <li>Re-directing unsuitable participants to other appropriate programs,</li> <li>Tracking and following participant's process,</li> <li>Training sessions for participants,</li> <li>Recruiting mentors to the Program,</li> <li>Overseeing mentor activities and participation in the</li> </ul>						

Detailed Description of Program Activities						
Description	Key Activities	Related Reporting Requirements *Subject to Timelines in Schedule "D".				
	<ul> <li>Program,</li> <li>Recommending suitable participants to the Regional Grant Administrator for potential grant funding,</li> <li>Reporting to the Province as required.</li> </ul> The Recipient is responsible for all Program reporting, includ- ing but not limited to narrative reports, financial reports, metrics, and other reports and information as requested by the Ministry and as specified in this grant agreement.					
Training	<ul> <li>Training will flow from the intake deadline application dates in order to prepare.</li> <li><u>Phase 1</u> <ul> <li>Intake Application to the Starter Company program which will include a tracking booklet of training sessions for applicants to attendant</li> <li>Entrepreneurial Potential Self-Assessment Tool (BDC Website) <ul> <li>Completion of Starting a Small Business Sessions</li> <li>Customer Service Skills and Tools</li> <li>Marketing – the 4 P's (Product, Price, Place, Promotion)</li> <li>Time Management</li> <li>Accounting Basic Information</li> <li>Business Liabilities</li> <li>General discussions</li> </ul> </li> <li>Completion of Writing a Business Plan Seminar</li> <li>One on One Consultations to review Business Plan creation (generally more than one consultations)</li> </ul> </li> </ul>	Annual reporting on all training activities including participant training and mentor training for all youth. This includes vulnera ble groups, such as, but not limited to the following: • Francophone, • Aboriginal, • Youth facing multiple barriers, and/or Youth in high needs areas. The Recipient will populate the fields in ECR as identified in Schedule "D".				

	Detailed Description of Program Activities	· · · · · · · · · · · · · · · · · · ·
Description	Key Activities	Related Reporting Requirements *Subject to Timelines in Schedule "D
	<ul> <li>Application to submit Business Plan for funding to Starter Company or decision on other funding op- tions</li> <li>SBEC Manager Evaluation of Business Plan</li> <li>SBEC Recommendation to Grant Committee</li> <li>Acceptance or Rejection by Grant Committee</li> <li>Ongoing training, networking, and Mentor sessions for minimum of six months</li> <li>Monitor general business activities and if any is- sues with applicant, phase in funds from grants</li> </ul>	

#### **Milestones and Timelines**

The Recipient will carry out the activities to meet the Program targets set out in the chart above and report on activities and progress on the Program to meet reporting specifications in Schedule "D".

Program Start Date: October 7, 2013

Final Report Due Date: May 31, 2017

Page 11 of 14

#### **APPENDIX "II"**

Attached to and forming part of the Amending Agreement No. 1 between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure and The Corporation of the City of Temiskaming Shores.

				DGEI								
				arter Compa	ny Budget			_			2.2020	A Strength
Organization Name:	Enterpris	e Temiskam										1.0120
Amending Agreement No. 1	Yr 3 (2015/2016)				Yr 4 (20	16/2017)		PR	OJECT TOT		Yr 4)	
Amending Agreement No. 1	MEDEI	Other Source*	In-Kind Contributions	Total Yr 3	MEDEI	Other Source*	In-Kind Contributions	Total Yr 4	MEDEI	Other Source*	In-Kind Contributions	Grand Tota
				1.11				0.000				
Expenses by Source						1					r	
Staffing Expenses								1000				
Youth Program Administrator (1)	\$26,400		\$6,800	\$33,200	\$29,350		\$6,800	\$36,150	\$55,750		\$13,600	\$69.35
Benefits Expenses (2)				\$0				\$0				5
Sub-Total	\$26,400	\$0	\$6,800	\$33,200	\$29,350	\$0	\$6,800	\$36,150	\$55,750	\$0	\$13,600	\$69,35
Program Expenses								_				
Recruiting Expense (3)	\$2,036			\$2.036	\$0			\$0	\$2.036			\$2.03
Travel of district (4)	\$768			\$768	5814			\$814	\$1,582			\$1,58
Marketing (5)	\$1,955			\$1,955	\$998			\$998	\$2.953			\$2,95
Media cost (6)	\$1,391			\$1,391	\$1,429			\$1,429	\$2.820			\$2.82
Audit (7)				\$0	\$1,018			\$1.018	\$1.018			\$1,01
Sub-Total	\$6,149	\$0	\$0	\$6,149	\$4,259	\$0	\$0	\$4,259	\$10,408	\$0	\$0	
Administrative Expenses								-				
(no more than 10% of total costs)												
Office Utilities (9)**			\$754	\$754			\$754	\$754			\$1,509	\$1,50
Office Maintenance (9)**			\$1,139	\$1,139			\$1,139	\$1,139			\$2,278	
Office IT and Communications (9)**			\$3,204	\$3,204			\$3,204	\$3,204			\$6,407	\$6,40
Office Administration (9)**			\$19,463	\$19,463			\$19,463	\$19,463			\$38,926	
Office Transportation (8)**			\$5,497	\$5,497			\$5,497	\$5,497			\$10,994	\$10,99
Location Rental space in Kirkland Lake (10)	\$3,459			\$3,459	\$3,054			\$3,054	\$6,513			\$8,51
Office Items	\$96			\$96	\$0			\$0	\$96			\$9
Sub-Tetal	\$3,554	\$0	\$30,057	\$33,612	\$3,054	\$0	\$30,057	\$33,111	\$6,608	\$0	\$60,115	\$66,72
Total expenses	\$36,103	\$0	\$36,857	\$72,961	\$36,663	\$0	\$36,857	\$73,521	\$72,767	\$0	\$73,715	\$146,482
Total Forecasted MEDEI Expenditures Years 3+4					400,000		4444441	41 alay 1		40	<i>410,710</i>	\$72,767
Total MEDEI Funding (Years 1 to 4)												\$111,168
Total of Other Funding Sources/In-Kind (Years 1 to 4)												\$109,47
TOTAL PROJECT COST (All funding years from Years 1 to 4)									· · · · · ·			\$220,646

SCHEDULE "B" BUDGET

\* Other Source - Funding sources for the project (approved or pending approval) other than MEDTEARRI if applicable

\*\* Expenses are ineligible for MEDEI funding; covered through in-kind contributions

# **APPENDIX "III"**

Attached to and forming part of the Amending Agreement No. 1 between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure and The Corporation of the City of Temiskaming Shores.

#### SCHEDULE "C"

#### PAYMENT SCHEDULE

PAYMENT DATE OR MILESTONE	AMOUNT OF MAXIMUM FUNDS
Upon both Parties signing the Agreement (effective October 7, 2013) and receipt by the Province of the insurance certificate required under section 11.2 to the Agree- ment	\$72,000
Receipt and acceptance by Province of first Annual Report (June 30, 2014)	No payment attached to first Annual Report
Receipt and acceptance by Province of second Annual Report (June 30, 2015)	No payment attached to second Annual Report
Upon both Parties signing this Amending Agreement No. 1 (effective October 1, 2015) and receipt of it by the Province.	\$19,584
Payment of an amount of \$19,584, less a fund holdback of \$15,667, upon receipt of a Disbursement Report on the later of: (i) April 1, 2016; and (ii) upon reaching 50% of the Total Amended Targets for Total Number of Youth Entering the Pro- gram/Receiving Training/Mentoring, as provided in Schedule "A".	\$15,667
Receipt and acceptance by the Province of Third Annual Report (April 30, 2016)	No payment attached to third Annual Report
Receipt and acceptance by Province of Final Program Report and Audit Report May 31, 2017	\$3,917

# **APPENDIX "IV"**

Attached to and forming part of the Amending Agreement No. 1 between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure and The Corporation of the City of Temiskaming Shores.

	Name of Report	Due Date
1.	Monthly Report (in Enterprise Centre Re- porting (ECR) – as identified by the Province )	By the 10 <sup>th</sup> business day of each month.
2.	Proof of Insurance Certificate	Upon signing of Agreement and annu- ally (on or before the 7 <sup>th</sup> day of April) to show coverage for each fiscal year.
3.	Submission of Recipient's Financial Certificate	To be submitted with all Annual Reports to the Province.
4.	First Year (2013-14): Annual Report and Submission of Recipient's Conflict of Inter- est Guidelines	June 30, 2014
5.	Second Year (2014-15): Annual Report	June 30, 2015
6.	Disbursement Report	To be submitted on the later of: (i) April 1, 2016; and (ii) upon reaching 50% of the Total Amended Targets for Total Number of Youth Entering the Pro- gram/Receiving Training/Mentoring.
7.	Third Year (2015-16): Annual Report	June 30, 2016
8.	Final Program Report and Audit Report	May 31, 2017
9.	Such additional reports as the Province may specify from time to time	On a date or dates specified by the Province.

#### **Report Details**

# **DISBURSEMENT REPORT**

The Recipient shall submit a **Disbursement Report** on the later of: (i) April 1, 2016; and (ii) upon reaching **50% of the Total Amended Targets** for Total Number of Youth Entering the Program/Receiving Training/Mentoring as provided in Schedule "A". The Disbursement Report will be submitted electronically and must include:

- Updated Schedule "B" Budget listing all Program expenditures and revenues for the reporting period.
- Completed Schedule "F" Request for Disbursement.

# The Corporation of the City of Temiskaming Shores

# By-law No. 2015-236

# Being a by-law to enter into an agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure – Small Business Enterprise – Summer Company

**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 of The Corporation of the City of Temiskaming Shores adopted By-law No. 2011-099 being a by-law to enter into an agreement with the Ministry of Northern Development, Mines and Forestry for the establishment of Enterprise Temiskaming – Small Business Enterprise Centre;

**And whereas** Council considered Administrative Report CGP-045-2015 at the December 15, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with the Minister of Economic Development, Employment and Infrastructure for Summer Company for consideration at the December 15, 2015 Regular Council meeting;

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

- That the Mayor and Clerk be authorized to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure for Summer Company administered by Enterprise Temiskaming, attached hereto as Schedule "A" and forming part of this by-law; and
- 2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first second and third time and finally passed** this 15<sup>th</sup> day of December, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule A to

# By-law No. 2015-236

Agreement between

# The Corporation of the City of Temiskaming Shores

and

# Her Majesty the Queen in Right of Ontario

as represented by the Minister of Economic Development, Employment and Infrastructure – Summer Company THE AGREEMENT is effective as of the 1<sup>st</sup> day of October, 2015.

#### **BETWEEN:**

#### HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Economic Development, Employment and Infrastructure

(the "Province")

- and -

# The Corporation of the City of Temiskaming Shores (the "Recipient")

#### BACKGROUND:

The Recipient intends to undertake the Program which provides training, mentoring, and capital for youth to start and operate a summer business.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Program and the Province wishes to provide such funds.

### **CONSIDERATION:**

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

#### ARTICLE 1 INTERPRETATION AND DEFINITIONS

- 1.1 **Interpretation.** For the purposes of interpretation:
  - (a) words in the singular include the plural and vice-versa;
  - (b) words in one gender include all genders;
  - (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
  - (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
  - (e) "include", "includes" and "including" shall not denote an exhaustive list.
- 1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 27.1 and any amending agreement entered into pursuant to section 33.2.

"BPSAA" means the Broader Public Sector Accountability Act, 2010 (Ontario).

"Budget" means the budget attached to the Agreement in Schedule "B".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

**"Eligible Expenditures"** means those expenditures required to implement the Program as more particularly described in Schedule "F" which are incurred by the Recipient after the Effective Date and prior to the Program End Date set out in the Timelines.

**"Enrolment Allocation"** means the Recipient's estimated number of students that will be accepted by the Province and enrolled in the Program during the term as identified in Schedule "A".

"Event of Default" has the meaning ascribed to it in section 14.1.

"Expiry Date" has the meaning ascribed to in section 3.1.

"Funding Year" means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following September 30<sup>th</sup>; and
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on October 1<sup>st</sup> following the end of the previous Funding Year and ending on the following September 30<sup>th</sup>.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

**"Maximum Funds"** means \$7,500 as per the funding formula identified in Schedule "B" during the term, to be disbursed by the Province in the manner provided for in this Agreement, which amount shall be adjusted downward in the event that the Enrolment Allocation is not achieved.

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Program" means the undertaking described in Schedule "A".

"PSSDA" means the Public Sector Salary Disclosure Act, 1996 (Ontario).

"Reports" means the reports described in Schedule "D".

"Timelines" means the Program schedule set out in Schedule "A".

#### ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 **General.** The Recipient represents, warrants and covenants that:
  - (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
  - (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program;
  - (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement;
  - (d) it shall comply with the terms and requirements of Schedule "H" Information Management and Privacy Provisions;
  - (e) it shall comply with the terms and requirements of Schedule "I" Communications Protocol;
  - (f) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or both;
  - (g) if in one of the 26 designated areas under the *French Language Services Act* (Ontario) (the "FLSA"), it shall provide all services to the public under the Program in accordance with the FLSA, by taking appropriate measures in that regard, including among other things, providing signs, notices and other information on such services and communicating with the public to make it known to members of the public that such services are available in French at the choice of a member of the public. In this regard, subject to the Province's satisfaction, the Recipient shall, among other things that the Province may require from time to time, ensure that:
    - (i) the portions of the Recipient's website relating to the Program are available in French;
    - (ii) all public documents relating to the Program are available in French;

- (iii) bilingual (English/French) signs are posted as needed;
- (iv) it has developed a protocol for providing francophone clients with services in French;
- (v) and by no later than May 1 of every year during the term, it shall submit a written report to the Province regarding its provision of French language services and how it is meeting the requirements of this section 2.1(g)(iv). The report shall be in a form and content satisfactory to the Province;
- (h) it shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Recipient shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities; and
- (i) it shall undertake the Program as described in Schedule "A" and meet the allocations specified in that schedule.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:
  - (a) it has the full power and authority to enter into the Agreement; and
  - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:
  - (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
  - (b) procedures to ensure the ongoing effective functioning of the Recipient;
  - (c) decision-making mechanisms for the Recipient;
  - (d) procedures to enable the Recipient to manage Funds prudently and effectively;
  - (e) procedures to enable the Recipient to complete the Program successfully;
  - (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
  - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
  - (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

### ARTICLE 3 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **December 31<sup>st</sup>, 2016** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.
- 3.2 **Term Extension.** The Province may, in its sole discretion, renew the Agreement for up to one additional one-year term, such renewal to be upon the same terms and conditions and covenants contained in this Agreement, excepting the option to renew and any amendments to the Funds or schedules as determined or approved by the Province in accordance with section 3.3.
- 3.3 **Renewal Notice**. A renewal notice issued pursuant to section 3.2 shall set forth the total amount of Funds that may be granted to the Recipient for the renewal period. Any changes or modifications to the Program shall be reflected in the appropriate schedule to the Agreement. The information in the renewal notice and any revised schedule(s) shall form part of the Agreement and prevail over the previous corresponding provisions or schedules.

#### ARTICLE 4 FUNDS AND CARRYING OUT THE PROGRAM

- 4.1 **Funds Provided.** The Province shall:
  - (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Program;
  - (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "C";
  - (c) deposit the Funds into an account designated by the Recipient provided that the account:
    - (i) resides at a Canadian financial institution; and
    - (ii) is in the name of the Recipient.
- 4.2 **Limitation on Payment of Funds.** Despite section 4.1:
  - the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
  - (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
  - (c) the Province is not obligated to provide instalments of Funds until it has received the reports described in Schedule "D", as applicable, in a form and content acceptable to the Province;

- (d) any disbursement of Funds to the Recipient shall be subject to applicable provisions of the Province's *Travel, Meal and Hospitality Expenses Directive*, as amended from time to time, and a summary of which is contained in Schedule "G" hereto;
- (e) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (f) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Program; or
  - (ii) terminate the Agreement pursuant to section 13.1.

# 4.3 **Use of Funds and Program.** The Recipient shall:

- (a) carry out the Program:
  - (i) in accordance with the terms and conditions of the Agreement; and
  - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only on account of Eligible Expenditures and in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.
- 4.4 **Province's Role Limited to Providing Funds**. For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Program and the Province is not responsible for carrying out the Program.
- 4.5 **No Changes.** The Recipient shall not make any changes to the Program, the Timelines and/or the Budget without the prior written consent of the Province.
- 4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
  - (a) deduct an amount equal to the interest from any further instalments of Funds; or

- (b) demand from the Recipient the repayment of an amount equal to the interest.
- 4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.10 **Funding, Not Procurement**. For greater clarity, the Recipient acknowledges that:
  - (a) it is receiving funding from the Province for the Program and is not providing goods or services to the Province; and
  - (b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

# ARTICLE 5 ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
  - (a) do so through a process that promotes the best value for money; and
  - (b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$10,000 at the time of purchase.

#### ARTICLE 6 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Program and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
  - (a) the Recipient, or
  - (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Program and the use of the Funds, or both.

6.3 **Disclosure to Province.** The Recipient shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

#### ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

#### 7.1 **Preparation and Submission.** The Recipient shall:

- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
  - (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
  - (b) all non-financial documents and records relating to the Funds or otherwise to the Program.
- 7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Program and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
  - (a) inspect and copy the records and documents referred to in section 7.2;
  - (b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and
  - (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Program, or both.
- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the

Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

#### ARTICLE 8 CREDIT

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Program.
- 8.2 **Publication.** The Recipient will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

#### ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act. The Recipient further agrees to comply with the terms and conditions set out in Schedule "H" Information Management and Privacy Provisions attached hereto.

#### ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.
- 10.2 **Recipient's Participation**. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 10.3 **Province's Election**. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

- 10.4 **Settlement Authority**. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 10.5 **Recipient's Co-operation**. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

# ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a Program similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
  - (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

# ARTICLE 12 TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
  - (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

- (c) determine the reasonable costs for the Recipient to wind down the Program, and:
  - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
  - (ii) subject to section 4.8, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

#### ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(f), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
  - (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
  - (c) determine the reasonable costs for the Recipient to wind down the Program and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

#### ARTICLE 14

# EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
  - (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - (i) carry out the Program;
    - (ii) use or spend Funds; and/or
    - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
  - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program

under which the Province provides the Funds;

- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (d) the Recipient ceases to operate.
- 14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
  - (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Program;
  - (b) provide the Recipient with an opportunity to remedy the Event of Default;
  - (c) suspend the payment of Funds for such period as the Province determines appropriate;
  - (d) reduce the amount of the Funds;
  - (e) cancel all further instalments of Funds;
  - (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
  - (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
  - (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
  - (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.
- 14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:
  - (a) the particulars of the Event of Default; and
  - (b) the Notice Period.
- 14.4 **Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:
  - (a) the Recipient does not remedy the Event of Default within the Notice Period;
  - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
  - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is

satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

#### ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

- 15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:
  - (a) demand the return of the unspent Funds; or
  - (b) adjust the amount of any further instalments of Funds accordingly.

### ARTICLE 16 FUNDS UPON EXPIRY

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

### ARTICLE 17 REPAYMENT

- 17.1 **Repayment of Overpayment**. If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:
  - (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
  - (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 17.2 **Debt Due**. If, pursuant to the Agreement:
  - (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
  - (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.
- 17.3 **Interest Rate**. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

- 17.4 **Payment of Money to Province**. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1.
- 17.5 **Failure to Repay**. Without limiting the application of section 43 of the Financial Administration Act (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

### ARTICLE 18 NOTICE

18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

Employmer Entreprene	Economic Development, nt and Infrastructure urship Branch ey Street, West, 5 <sup>th</sup> Floor	<b>To the Recipient:</b> The Corporation of the City of Temiskaming Shores 325 Farr Dr. PO Box 2050 Haileybury, Ontario P0J 1K0
<b>Attention:</b>	Lyn Doering, Manager	Attention: Karen Beauchamp, Director
Fax:	416-325-6538	Fax: (705) 672-2911

18.2 **Notice Given.** Notice will be deemed to have been given:

lyn.doering@ontario.ca Email:

Email:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

kbeauchamp@temiskamingshores.ca

- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.
- 18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:
  - (a) Notice by postage-prepaid mail will not be deemed to be received; and
  - (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

# ARTICLE 19 CONSENT BY PROVINCE

19.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### ARTICLE 20 SEVERABILITY OF PROVISIONS

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

### ARTICLE 21 WAIVER

21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

### ARTICLE 22 INDEPENDENT PARTIES

22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS

- 23.1 **No Assignment.** The Recipient shall not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

# ARTICLE 24 GOVERNING LAW

24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

# ARTICLE 25 FURTHER ASSURANCES

25.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

# ARTICLE 26 SURVIVAL

26.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1, any other applicable definitions, sections 4.7(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 26, 27, 29, 30, 32 and 33.

#### ARTICLE 27 SCHEDULES

- 27.1 Schedules. The Agreement includes the following schedules:
  - (a) Schedule "A" Program Description, Allocations and Timelines;
  - (b) Schedule "B" Budget;
  - (c) Schedule "C" Payment;
  - (d) Schedule "D" Reporting Requirements;
  - (e) Schedule "E" Request for Disbursement;
  - (f) Schedule "F" Eligible Expenditures;
  - (g) Schedule "G" Summary of the Travel, Meal and Hospitality Expenses Directive;
  - Schedule "H" Information Management and Privacy Provisions; Exhibit "A" – Acceptable Use Policy; Exhibit "B" – Privacy Policy; and
  - (i) Schedule "I" Communications Protocol.

#### ARTICLE 28 COUNTERPARTS

28.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### ARTICLE 29 JOINT AND SEVERAL LIABILITY

29.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### ARTICLE 30 RIGHTS AND REMEDIES CUMULATIVE

30.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### ARTICLE 31 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

- 31.1 Recipient Acknowledges. The Recipient:
  - (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
  - (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
  - (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

#### ARTICLE 32 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 32.1 **Other Agreements**. If the Recipient:
  - has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
  - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
  - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
  - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

#### ARTICLE 33 ENTIRE AGREEMENT

- 33.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 33.2 **Modification of Agreement.** The Agreement may only be amended by a written

agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

# HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Economic Development, Employment and Infrastructure

Carrie Burd Director, Entrepreneurship Branch

Date

# THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name: Title: Date

Name: Title: Date

I/We have authority to bind the Recipient.

#### SCHEDULE "A"

#### **PROGRAM DESCRIPTION, ALLOCATIONS, AND TIMELINES**

#### Program Description

The Recipient will undertake the Summer Company program (the "Program"), which will provide business training, mentoring, and up to \$3,000 in awards to help enterprising students, aged 15 to 29, start and run their own summer businesses. Participants keep the profits generated through the operation of their businesses. For the purposes of this Agreement, "participant" is defined as a student applicant who meets the eligibility criteria and has been selected by the Recipient to take part in the Program.

The purpose of the Program is to raise awareness among the Province's youth of entrepreneurship as a viable career option and to teach them the value of entrepreneurial skills in personal and career endeavours.

#### **Program Requirements**

The Recipient will deliver the Program through the Enterprise Temiskaming.

Enterprise Temiskaming functions fall under the Department of Community Growth and Planning, Economic Development, within the Corporation of the City of Temiskaming Shores.

The Recipient is responsible for the day-to-day operations and is ultimately responsible for the functioning and accountability of the Enterprise Temiskaming. The Recipient is responsible for:

- adapting the Program framework to respond to local needs and opportunities for young entrepreneurs
- promoting and marketing the Program to targeted groups
- recruiting applicants in accordance with the Applicant Guidelines to ensure Program allocations are met (<u>ontario.ca/document/summer-company-program-guidelines</u>)
- reviewing applicants' business plans and cash flow statements
- interviewing applicants to assess their suitability for the Program
- administering and approving applications through the Summer Company Registration, Eligibility and Evaluation Network web-based system that is owned and maintained by the Province ("SCREEN") which includes:
  - o entering approval rationale
  - completing and attaching the Recommendation Checklist, Letter of Agreement, Release and Consent form, and Guarantor forms in PDF format (all of which are accessible through SCREEN)
- recruiting and coordinating business mentors
- providing a minimum 12 hours of business training per Program participant
- reporting identified performance measures, as outlined in Schedule "D"
- collecting and submitting success stories, as outlined in Schedule "D"
- distributing the Province's survey to Program participants at the end of the Program cycle

#### **Enrolment Allocation**

The Recipient intends to meet up to, but not exceed, the following Program participant enrolment allocation by June 30, 2016 or on a date specified by the Province:

Period	Maximum Enrolment Allocation
Effective Date to June 30, 2016 or on a date specified by the Province:	3

#### Timelines

Program Start Date: October 1, 2015 Program End Date: September 30, 2016

#### SCHEDULE "B"

#### BUDGET

The amount of Funds shall be based on the following funding formula:

The sum of **A** + **B**, where,

**A** is for administration and follows in respect of actual student application approval by the Recipient for the Program: \$1,500 per student approved;

**B** is up to \$3,000 per year per office for marketing and outreach, including travel Note: as further set out in section 4.2(d), any disbursement of Funds to the Recipient is subject to applicable provisions of the Province's *Travel, Meal and Hospitality Expenses Directive* 

Budget as of 10/01/2015	The Corneration of the City of Temickaming Sheres		
Budget as 01 10/01/2015	The Corporation of the City of Temiskaming Shores		
Project Delivery Expenses	Budget Plan	Actual	
Administration	Cash	Cash	
Participant 1	1500.00		
Participant 2	1500.00		
Participant 3	1500.00		
Project Delivery			
Marketing & Outreach			
Outreach – Travel in District	800.00		
Promotional Items	1000.00		
Travel & Training			
Training Seminars & Meetings	1200.00		
Total Expenses	\$ 7500.00	\$ - \$ -	
TOTAL	\$ 7500.00	\$ -	
Revenues and Resources	Cash	Cash	
Total Revenues (excluding Ministry)	\$ -	\$ -	
Ministry Contribution			
Funding Year	2016		
<b>Total Ministry Contribution</b>	\$ 7500.00	\$ -	
Total Revenues (Including Ministry)	\$ 7500.00	ć	
TOTAL	\$ -	\$ - \$ -	
TOTAL	-		

#### SCHEDULE "B"

#### BUDGET

The amount of Funds shall be based on the following funding formula:

The sum of **A** + **B**, where,

**A** is for administration and follows in respect of actual student application approval by the Recipient for the Program: \$1,500 per student approved;

**B** is up to \$3,000 per year per office for marketing and outreach, including travel Note: as further set out in section 4.2(d), any disbursement of Funds to the Recipient is subject to applicable provisions of the Province's *Travel, Meal and Hospitality Expenses Directive* 

Budget as of MM/DD/YYYY	The Corporation of the City of Temiskaming Shores	
Project Delivery Expenses	Budget Plan	Actual
Administration	Cash	Cash
Deciast Delivery		
Project Delivery		[
Marketing & Outreach		
Travel & Training	[······]	[]
	L	
Total Expenses	\$ -	\$ -
TOTAL	\$ -	\$ - \$ -
Revenues and Resources	Cash	Cash
Total Revenues (excluding Ministry)	\$ -	\$ -
iotai nevenues (excluding ininistry)	Ş -	Ş -
Ministry Contribution		
Funding Year		
Total Ministry Contribution	\$ -	\$ -
Total Revenues (Including Ministry)	\$ -	\$ -
TOTAL	\$ -	\$ -

#### SCHEDULE "C"

#### PAYMENT

PAYMENT MILESTONE	AMOUNT
Upon execution of agreement and submission of a valid insurance certificate	\$4,500 (60% OF FUNDS)
Upon receipt, to the satisfaction of the Province, of the Final Report	\$3,000 (40% OF FUNDS)

## SEE SCHEDULE "D" FOR REPORT DETAILS

\*NOTE: The actual Funds disbursed to the Recipient under this Schedule may be adjusted in accordance with section 4.2 of the Agreement.

#### SCHEDULE "D"

#### **REPORTING REQUIREMENTS**

#### **REPORTING REQUIREMENTS**

NAME OF REPORTS	DUE DATE
1. SCREEN Input Report	On a date or dates specified by the Province.
2. French Language Services Compliance Report, if required pursuant to section 2.1(g)	May 1, 2016
3. Success Stories	August 30, 2016
4. Final Report	October 31, 2016
5. Such additional reports as the Province may specify from time to time	On a date or dates specified by the Province.

#### **REPORT DETAILS**

All Reports shall be submitted electronically to <u>summer.company@ontario.ca</u> unless otherwise directed by the Province.

#### 1. Screen Input Report

The Recipient shall complete and deliver the following table for the Screen Input Report:

SCREEN Input Report	2016
Number of Inquiries	
Number of Submissions	
Number of Approved Applicants	
Number of Withdrawals	
Number of Defaults	

#### 2. French Language Services Compliance Report

The Recipient shall submit confirmation of compliance with the *French Language Services Act* in accordance with the requirements set out in Section 2.1(g) of the Agreement. The said confirmation must be submitted in a template to be provided by the Province and in an electronic format that is suitable for printing.

#### 3. Success Stories

The Recipient shall submit success stories equaling to at least 10% of the total number of Program participants.

The success stories shall include a description of the Program participant's business and experience with the Program; and photos. The stories shall be a minimum 100 words each. Photos will meet the below requirements:

- Should be action shots or should show the student displaying his/her product;
- Should <u>NOT</u> include a <u>third party</u>;
- Must be HIGH Resolution File (see below); and
- Must be saved as First\_LastName-City of ProgramProvider.JPEG (for example: John\_Doe\_Windsor).

	High Resolution File	Size (Mb) / Picture
Photo Requirements:	> 1000x1400 pix	> 1.0 MB

#### 4. Final Report

The Final Report will be in a template to be provided by the Province and in an electronic format that is suitable for printing.

The Final Report will require the following information:

- a) Narrative Report
  - A general description of:
  - The operations of the Program during the Program cycle
  - Marketing and outreach activities
  - Successes and lessons learned
  - Business mentoring groups
  - Confirmation of compliance with the *French Language Services Act* in accordance with the requirements set out in Section 2.1(g) of the Agreement.
- b) Financial Report
  - Actual funds spent as compared to the Budget attached as Schedule "B" to the Agreement with any variances identified.
- c) Request for Disbursement
  - A completed request for disbursement in the form set out in Schedule "E"
- d) Training and Mentoring
  - Number of training hours
  - Number of mentoring hours

#### 5. Other Reports

a) The Province will specify the timing and content of any other Reports that may be required by the Province.

#### SCHEDULE "E"

#### **REQUEST FOR DISBURSMENT**

TO: The Ministry of Economic Development, Employment and Infrastructure

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

RE: Request for Funds for the Period Ending:

A Amount previously received this fiscal year:	\$
B Amount requested:	\$
C Actual Interest earned on Funds this fiscal year to date:	\$
D Total received and requested year-to-date plus Interest:	\$

I, \_\_\_\_\_ of (the "Recipient") hereby certify that:

- the unexpended and uncommitted balance of Funds as at < DATE > is \$, [Instructions: Recipient to fill out].
- after making all appropriate examinations and enquiries, the Recipient is in compliance with the terms and conditions of the agreement (the "Agreement") with Her Majesty the Queen in right of Ontario dated effective <DATE > Instructions: Recipient to fill out].and there have been no material changes made to the Program or Budget, as such terms are defined in the Agreement;
- 4. the amount requested herein as an advance in Funds will be incurred on behalf of the Recipient solely for Eligible Expenditures.

Dated this day of	 20XX
Signed:	

**[Instructions:** Recipient to fill out – name of person with the authority to sign, title, and organization name].

#### SCHEDULE "F"

#### ELIGIBLE EXPENDITURES

#### Eligible Expenditures:

The Province has final authority in determining eligible expenditures and valuation. To be eligible for funding, expenditures must be directly related and necessary for the successful delivery of Summer Company. Documentation for all expenditures must be maintained for audit purposes and costs are not to exceed fair market value. In the event of any interpretation issues regarding expenditures or valuations, the Province has final authority.

Eligible Administration and Project Delivery Expenditures include but are not limited to:

- Salaries of project management staff (prorated).
- Development and delivery of small business training for participants.
- Materials required for mentoring group.
- Police checks for members of business mentoring group and staff.
- Costs related to work performed by companies or individuals that contribute to the project under contract.
- Professional fees, including legal, audit and insurance fees, directly related to and required for the management of the project or to conduct the work of the project may be eligible. Documentation may be required. Costs not to exceed fair market value.
- Telecommunications fees including connectivity charges.
- Facility rental fees and utilities used specifically to support the Summer Company program, and not of a nature, which the applicant in the normal course of business would have incurred, and demonstrably incremental to the activities for which you are provided funding.

#### Eligible Marketing and Outreach Expenditures include but are not limited to:

- Marketing materials and all related communication costs if they are directly related to the project and not already supplied by the Province.
- Production and distribution of promotional materials.
- Travel costs to deliver marketing and outreach.
- Facility rental fees used to specifically market the program.

Eligible Travel and Training Expenditures include but are not limited to:

• Travel costs to Toronto or within the region for Recipient staff to attend mandatory training sessions delivered by the Province.

 Travel costs to bring participants/mentors from rural and remote communities to training sessions and business mentoring meetings.
 <u>NOTE:</u> Travel costs are determined in accordance with the Ontario Travel, Meal and Hospitality Expenses Directive

**Ineligible Expenditures** include but are not limited to:

- Costs not directly associated with meeting the deliverables set out in this Agreement and costs that would have been incurred in the normal course of operations.
- Salaries (except for project management costs covered under project administration and communications), and private sector contractors/consultants fees.
- Out of province travel costs for Recipient staff.
- Expenses or fees payable to organizations outside Ontario.
- Capital expenses including, but not limited to, buildings and land.
- Annual membership fees to associations.

#### SCHEDULE "G"

#### SUMMARY OF THE TRAVEL, MEAL AND HOSPITALITY EXPENSES DIRECTIVE

#### TRAVEL - ALL EXPENSES MUST BE DIRECTLY RELATED TO THE PROGRAM

Airplane: Air travel is permitted if it is the most practical and economical way to travel.

- Economy (coach) class is the standard option for ticket purchase
- Please purchase your ticket as early as possible to access the most reasonable fares

Train: Travel by train is permitted when it is the most practical and economic way to travel.

- Coach class economy fare is the standard
- Please purchase your ticket as early as possible to access the most reasonable fares

**Vehicle**: Travel by vehicle is permitted when road transportation is the most practical, economical way to travel:

• Kilometres are claimed at \$0.40 per kilometre in the south and \$0.41 per kilometre in the north

**Taxi Fares:** Reimbursement of taxicab fares should be made only under the following conditions:

- When other means of transportation are not available
- When weather conditions warrant
- For health and safety considerations
- When transport of work-related baggage or parcels is required
- For group travels when cost effective
- Maximum claimable gratuity (tip) is 10%

**Hotels:** Reimbursement of hotel costs is permitted when these costs are the most practical, economical way to accommodate the person:

- A basic, economical hotel room is the standard option
- Booking hotel suites or larger/more deluxe rooms should not be permitted
- When a block of hotel rooms is made available for an event, conference etc. at a reduced rate, rooms at higher rates should not be covered
- If another hotel or room is booked when a conference/event block of rooms was available, only costs up to the conference rate should be covered. It is up to the claimant to book the hotel room at the reduced rate within a reasonable timeline to get the rate.
- Hotel expenses charged should be for the hotel room alone. Phone calls, room service, internet charges, movie charges, parking, other service charges etc. should not be "bundled" into the hotel room rate. The exception being any food costs that are offered as a deal within a room rate. For example, a hotel "Bed & Breakfast" option where the cost of the room and breakfast are economical.

#### MEAL RATES IN CANADA INCLUDING TAXES AND GRATUITIES

- \$8.75 Breakfast
- \$11.25 Lunch
- \$20.00 Dinner

#### Please Note:

- When a meal is provided as part of a conference or other event, the costs of an alternative meal other than the conference or event meal should not be covered.
- No alcohol costs can be claimed and should not be covered as part of meal or travel costs.
- Reimbursement should be for restaurant/prepared food only. Groceries should not be covered.
- Room service meals while staying at a hotel should not be covered.

#### **Submitting Claims & Records**

All travel claims must be maintained for financial records by the claimant and the organization paying the travel claim:

- Claimants should submit original, itemized receipts with all claims (credit card slips are not sufficient).
- All claims should be supported by original itemized receipts. "Original itemized receipts" refers to a receipt that lists the items purchased and the individual prices for each item on the receipt.
- For more information on the Government of Ontario *Travel, Meal and Hospitality Expenses Directive*, April 1, 2012, please see: <u>http://www.mgs.gov.on.ca/en/Spotlight2/STDPROD\_080798.html</u>

#### SCHEDULE "H"

#### **INFORMATION MANAGEMENT AND PRIVACY PROVISIONS**

#### 1.0 <u>Definitions</u>

- 1.1 For the purposes of this Schedule, the following words shall have the meanings ascribed to them below unless there is something in the context inconsistent therewith:
  - (a) "Copies" means duplication, in any medium, of data contained in or derived from the Program Personal Information Bank;
  - (b) "Guarantor" means the parent or legal guardian of a Participant who is matched with the Recipient for the purposes of participating in the Program;
  - (c) "Participant" means a student applicant or participant as the case may be who has been matched with the Recipient for the purposes of participating in the Program;
  - (d) "FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31, as amended;
  - (e) "Personal Information" has the same definition as in subsection 2(1) of FIPPA;
  - (f) "Personal Information Bank" has the same definition as in subsection 2(1) of FIPPA and includes the information contained in the SCREEN database as well as the release forms, letters of agreement and documentation related to disbursement;
  - (g) "Program" means the Summer Company Program;
  - (h) "Program Cycle" means the period of time beginning with the submission of a Participant's application and during which the Participant's business is operational as part of the Program;
  - (i) "Program-related information" means information, recorded on any medium that is collected, created or used by either the Province or the Recipient in support of the Program. Program-related information includes, but is not limited to reports, studies, promotional and marketing materials.
  - (j) "SCREEN" means the Summer Company Registration, Eligibility and Evaluation Network web-based system that allows Participants to submit applications and participate in the Program, and that allows the Recipient to administer and manage the Program online.

#### 2.0 <u>Custody and Control</u>

- 2.1 The Province will provide the Recipient with access to Participant and Guarantor information contained in the Program Personal Information Bank as is required for the Recipient to deliver the Program.
- 2.2 In accessing the SCREEN database, the Recipient agrees to comply with Province's Acceptable Use Policy, attached hereto as Exhibit "A".

2.3 The Province shall retain custody and control of the records and any Copies of the records contained in or derived from the Program Personal Information Bank.

#### 3.0 <u>Collection, Use, and Disclosure of Personal Information</u>

- 3.1 The Recipient will collect Personal Information only for the purposes of administering the Program, promoting and advertising the Program, and notifying Participants about other of the Province's programs. The Recipient will only collect as much Personal Information as is necessary for these purposes.
- 3.2 The Recipient will collect Personal Information solely from the Participant or Guarantor to whom the information relates.
- 3.3 The Recipient will collect Personal Information from the Participant or Guarantor in accordance with the Province's privacy policy, which is attached hereto as Exhibit "B".
- 3.4 After entering a Participant's or Guarantor's social insurance number into the SCREEN database, the Recipient will destroy all records of the number in such a manner that the number cannot be subsequently reconstructed or retrieved except through SCREEN, as directed by the Province.
- 3.5 The Recipient will use, copy and disclose Personal Information solely as is necessary to administer the Program, promote and advertise the Program, or notify Participants about other of the Province's programs.
- 3.6 The Recipient will comply with the Province's privacy policy, which is attached hereto as Exhibit "B".

#### 4.0 <u>Disposal and Retention of Personal Information</u>

- 4.1 Where the Province has copies of the Personal Information in the Recipient's possession, upon completion of the Program Cycle, the Recipient shall destroy all copies of Personal Information in its possession in such a manner that the information cannot be subsequently reconstructed or retrieved and as directed by the Province.
- 4.2 Upon completion of the Program Cycle, the Recipient shall retain all Program-related information in its possession for a period to be determined by the Province.

#### 5.0 Access and Security

- 5.1 The Recipient will limit access to Personal Information to those individuals who have a need to know such information.
- 5.2 The Recipient shall:
  - (a) Secure and protect all Personal Information and Program-related information in its possession from unauthorized access, disclosure or destruction.
  - (b) Ensure that all non-electronic Personal Information and Program-related information in its possession is

- (i) stored in locked cabinets;
- (ii) maintained in a secure, supervised location; and
- (iii) accessed only by individuals who have authorization to do so.
- (c) Ensure that all electronic Personal Information and Program-related information in its possession is stored on computers to which
  - (i) the public does not have access; and
  - (ii) access is restricted by user ID and password.
- 5.3 The Recipient agrees to implement other specific security measures that in the reasonable opinion of the Province would improve the adequacy and effectiveness of any measures used to ensure the security and integrity of Personal Information and Program-related information generally.
- 5.4 The Recipient shall report any known or suspected data breach to the following individual:

Manager, Youth Partnerships Ministry of Economic Development, Employment and Infrastructure Entrepreneurship Branch 5th Floor, 56 Wellesley Street West Toronto, ON M7A 2E7 Telephone: 416-212-0549 E-mail: <u>summer.company@ontario.ca</u>

#### 6.0 <u>Audit</u>

- 6.1 The Province reserves the right to audit the Program-related activities of Recipients in order to assess and verify compliance with the terms and conditions set out in this Schedule and its compliance with the Province's Privacy Policy and Acceptable Use Policy.
- 6.2 The Recipient shall, upon the written request of the Province, permit the Province to conduct an audit of its facilities and information management practices.

#### 7.0 <u>Requests, Questions and Complaints</u>

- 7.1 The Province shall manage all requests related to Personal Information and its privacy policy through the Ministry of Economic Development, Employment and Infrastructure's Freedom of Information Coordinator.
- 7.2 The Recipient shall co-operate with the Province in resolving any privacy complaints or requests for access to information.

# **EXHIBIT "A" - ACCEPTABLE USE POLICY**

#### 1. PURPOSE AND DEFINITIONS

The purpose of the Acceptable Use Policy ("Policy") is to provide a set of principles and practices governing all users of the Ministry's Summer Company Registration, Eligibility and Evaluation Network ("SCREEN") web-based Back Office. This policy is subject to change from time to time without notice at the sole discretion of the Ministry. This Policy is intended to protect the Ministry from

- 1. Unauthorised collection, use and disclosure of Personal Information;
- 2. Legal issues arising from misuse of SCREEN or of the Ministry's computer resources used to access SCREEN;
- 3. Exposure to risks, such as virus and hacker attacks, compromise of network systems and Security Breaches.

In this Policy, unless the context otherwise requires, the following terms, words and phrases shall have the meaning indicated below:

**"Back Office**" means the SCREEN application interface used to manage and administer the Summer Company Program.

"**Breach**" means breaking or neglect of a policy or procedure, duty, contract, or someone's privileged rights resulting in the unauthorized access to sensitive information.

"End User" means any user with either a "Head Office" or "Officer" account that permits access to the SCREEN Back Office. "Head Office" and "Officer" accounts are given by Ministry management to Program Providers.

**"Front Office"** means the SCREEN application interface used by students to submit an application to and participate in the Summer Company Program.

"Ministry" means the Ministry of Economic Development, Employment and Infrastructure.

"**Participant**" means a student applicant or participant as the case may be who has been matched with the Recipient for the purposes of participating in the Program.

"Personal Information" has the same definition as in subsection 2(1) of FIPPA.

"Program" means the Summer Company Program.

**"Program Cycle**" means the period of time beginning with the submission of a Participant's application and during which the Participant's business is operational as part of the Program.

"**Program Provider**" means non-profit delivery agencies and Small Business Enterprise Centres who assist the Province in delivering the Program on behalf of the Recipient.

**"Program-related Information**" means information, recorded on any medium that is collected, created or used by either the Ministry or the Program Provider in support of the Program.

Program-related information includes, but is not limited to reports, studies, promotional and marketing materials.

"SCREEN" means the Summer Company Registration, Eligibility and Evaluation Network webbased system that is owned and maintained by the Ministry. SCREEN allows Participants to submit applications and participate in the Program, and that allows Program Providers to administer and manage the Program online.

"Security Breach" means the unauthorized disclosure of classified information, or the loss, theft, or deliberate damage of sensitive material assets.

#### 2. SCOPE

This Policy applies, without exception, to all Ontario Government employees and Program Providers, assisting in the administration of the Program, who have access to the SCREEN Back Office.

This Policy's scope does not apply to the SCREEN Front Office.

#### 3. GENERAL USE

- (a) For security and network maintenance purposes, the Ministry may periodically authorize the monitoring of equipment, systems and network traffic.
- (b) The Ministry has the authority to periodically perform a network and system audit or an audit of a Program Provider's facilities to ensure compliance with this Policy.

#### 4. SECURITY AND PROPRIETARY INFORMATION

- (a) The Back Office interface of the SCREEN system is confidential, to be used solely by Ministry staff and Program Providers with "Head Office" and "Officer" accounts.
- (b) Access to and use of SCREEN shall be limited solely to the administration of the Program.
- (c) Personal Information contained in SCREEN shall be used and disclosed only for the purposes of administering, advertising and promoting the Program and to contacting Participants about other Ministry initiatives.
- (d) All End Users are responsible for the security of their SCREEN passwords and accounts, and for ensuring that their accounts are never shared.
- (e) All End Users are responsible for ensuring that the computers that they use to access the SCREEN Back Office are inaccessible to the public and are either locked, logged off or shut down when unattended.
- (f) All End Users must adhere to the following SCREEN password rules:
  - (i) A password must have a minimum length of 8 characters.
  - (ii) A password must consist of one or more numbers, one or more upper or lower case letters, and one punctuation character (e.g. "!").

- (iii) Passwords must be changed following each Program launch date.
- (g) Program Providers must ensure that security safeguards, such as anti-virus and antispyware software, are installed and kept current on the computers that they use to access SCREEN.
- (h) All End Users are responsible for reporting immediately any known or suspected security or privacy breach, loss and theft of computerized devices and Personal Information stored on those devices to the following individual:

Manager, Youth Partnerships, Ministry of Economic Development, Employment and Infrastructure, Entrepreneurship Branch 5th Floor, 56 Wellesley Street West Toronto, ON M7A 2E7 Telephone: 416-212-0549 E-mail: <u>summer.company@ontario.ca</u>

#### 5. UNACCEPTABLE USE

The following activities are strictly prohibited:

- (a) Engaging in illegal activities while using Ministry resources.
- (b) Engaging in illegal activities while using Ministry resources.
- (c) Engaging in a personal business while using Ministry resources.
- (d) Unauthorised copying, use, or disclosure of Program data in any medium.
- (e) Revealing any technology, such as SCREEN programming code and technical information, without prior Branch senior management approval.
- (f) Introducing malicious programs, such as viruses, trojans, or malware, into the network or SCREEN.
- (g) Revealing an account password to others or allowing others to use that account.
- (h) Permitting unauthorised access to computers that are used to access the SCREEN Back Office.
- (i) Using the Ministry's computer resources to engage in acts of harassment.
- (j) Using any Ministry account to commit fraud.
- (k) Effecting or failing to report a known or suspected Security Breach.
- (I) Effecting a disruption of the network, including, but not limited to, network sniffing, packet spoofing and denial of service attacks.

#### 6. POLICY COMPLIANCE

(a) A violation of this Policy by any Ministry employee or employee of the Government of

Ontario, acting on the Ministry's behalf, may result in disciplinary action and/or investigation as needed.

(b) A violation of this Policy by a Program Provider may result in the termination of its contract in accordance with its terms.

# **EXHIBIT "B" – PRIVACY POLICY**

#### **PROTECTING PERSONAL INFORMATION**

The Ministry of Economic Development, Employment and Infrastructure (the "Ministry") has adopted the following Privacy Policy (the "Policy") and practices for the collection, use and disclosure of personal information that is provided by all applications submitted through the Summer Company Program (the "Program"). The purpose of this Policy is to explain how the Ministry safeguards the personal information provided in connection with the Program. The Ministry is also subject to the <u>Freedom of Information and Protection of Privacy Act, 1990</u> ("FIPPA"), which governs the collection, use, and disclosure of personal information by the Ministry.

The Ministry has the right to change this Policy at any time without notice.

#### DEFINITIONS

In this Policy, unless the context otherwise requires, the following terms, words and phrases shall have the meaning indicated below:

"Ministry" means the Ministry of Economic Development, Employment and Infrastructure

**"Personal Information**" has the same meaning as in subsection 2(1) of the <u>Freedom of</u> <u>Information and Protection of Privacy Act, R.S.O., 1990</u> c. F.31 as amended ("FIPPA").

"Program" means the Summer Company program.

**"Program Cycle**" means the period of time beginning with the submission of a Participant's application and during which the Participant's business is operational as part of the Program.

"SCREEN" means the Summer Company Registration, Eligibility and Evaluation Network webbased system that allows Participants to submit applications and participate in the Program, and that allows program providers to administer and manage the Program online.

#### POLICY PRINCIPLES

#### 1. Accountability

- (a) The Ministry is responsible for the protection of Personal Information under its custodianship and control, in accordance with *FIPPA*, *Part III*, *Protection of Individual Privacy*.
- (b) The Ministry's authority to collect Personal Information to administer its Program is the <u>Ministry of Economic Development and Trade Act, RSO. 1990, C. M.27 as</u> <u>amended and Order in Council 1960/2006</u>.
- (c) The Ministry collects Personal Information directly from the individual (student participant or his/her guarantor) to whom the Personal Information relates.
- (d) The Ministry has designated the Freedom of Information Coordinator with the

responsibility of ensuring its compliance with this Policy and all applicable privacy laws, and of answering all questions and requests regarding the collection, use and disclosure of Personal Information. See section 10 below.

- (e) All Ministry employees shall limit access to Personal Information to those individuals who have a need to know such information as necessary to administer the Program.
- (f) The Program's Web Site may contain links to other web sites. The Ministry is not responsible for the privacy practices of other web sites. This Policy applies solely to information collected by the Ministry in connection with the Program.

#### 2. Identifying Purposes

- (a) The Ministry collects, uses and discloses Personal Information as is necessary solely for the purposes of administering, promoting and advertising the Program and contacting applicants about other Ministry initiatives.
- (b) The Ministry identifies the purposes for which Personal Information is collected at or before the time the information is collected.

#### 3. Consent

- (a) The Ministry collects, uses, or discloses Personal Information only with the knowledge and consent of the applicant to whom the Personal Information relates, or with the knowledge and consent of his/her guarantor, except where required or permitted by law.
- (b) Consent is not obtained through deception.
- (c) Notice of Collection is provided at the time of or prior to the collection of Personal Information.
- (d) The participant or his/her guarantor may withdraw his/her consent to the collection, use or disclosure of his/her personal information at any time, on reasonable notice. Withdrawing consent may result in withdrawal from the Program and the participant will not be permitted to make another Program application in any future Program year.
- (e) In the event that the participant or his/her guarantor withdraws his/her consent, the Ministry will erase all the participant's or guarantor's Personal Information from the Program information bank, unless there is an overriding legal requirement to retain the information.

#### 4. Limiting Collection

- (a) The collection of personal information is limited to those purposes necessary for administering, promoting and advertising the Program and contacting student applicants.
- (b) The Ministry collects personal information by fair and lawful means.

#### 5. Limiting Use, Disclosure, and Retention

(a) The Ministry does not use or disclose Personal Information for purposes other than

those for which it was collected, except with the express consent of the applicant or his/her guarantor, or as required or permitted by law.

(b) The Ministry retains Personal Information as long as necessary to fulfill the Program's requirements, or as required by law.

#### 6. Accuracy

- (a) The Ministry ensures, to the best of its ability, that Personal Information in its custody is accurate, complete and up-to-date.
- (b) To request a correction to one's own Personal Information after the completion of a Program Cycle, contact the Freedom of Information Coordinator as described in section 10 below.

#### 7. Safeguards

The Ministry protects Personal Information in its custody by the following safeguards:

- (a) Physical (e.g. locked filing cabinets, restricted access, appropriate disposal of personal information)
- (b) Organizational (e.g. security clearances, access only on a "need to know" basis, employee training)
- (c) Technological (e.g. passwords, data encryption)

#### 8. Openness

The Ministry may make available, upon a request in writing or by e-mail to the Freedom of Information Coordinator, the following information:

- (a) a description of the type of Personal Information held by the Ministry, including a general account of its use,
- (b) what Personal Information is made available to other organizations.

#### 9. Individual Access

- (a) After the completion of a Program Cycle, a participant or his/her guarantor cannot access his/her Personal Information via the Web Site. All requests for access to one's own Personal Information must therefore be submitted to the Freedom of Information Coordinator as described in section 10 below.
- (b) Access requests are governed by FIPPA and access is subject to the limits and exceptions outlined in FIPPA.
- (c) The Ministry will normally respond to the requester within 30 days after receiving a request.
- (d) The Ministry may, however, extend the thirty day time limit in certain circumstances.
- (e) A participant or his/her guarantor may request a correction of his/her Personal

Information where the individual believes there is an error.

#### 10. Requests, Questions and Complaints

Please contact the Freedom of Information Coordinator **in writing or by e-mail** at the address below if:

- (a) You have any questions or complaints about the Ministry's privacy policies and practices;
- (b) You wish to request access to or a correction of your Personal Information:

Freedom of Information Coordinator Ministry of Economic Development, Employment and Infrastructure Corporate Services Division 3rd Floor, Hearst Block, 900 Bay Street Toronto, Ontario M7A 2E1 Telephone: 416-326-1344 E-mail: <u>patricia.carroll-tougas@ontario.ca</u>

#### SCHEDULE "I"

#### **COMMUNICATIONS PROTOCOL**

- 1. The Recipient shall provide to the Province, prior to release, an electronic copy of all reports, announcements, brochures, audiovisual materials, internet materials, advertising and publicity, including design or other public communication or publication.
- 2. The Recipient shall follow the paid advertising protocol with the Province prior to release any advertisement using the logo of the Summer Company program or the Province of Ontario.
- 3. The Recipient shall advise the Province's staff (to be designated by the Province) of any upcoming (positive or negative) announcements, events, or advertising campaigns related to the Recipient's Program activities (e.g. news release, news conference, awards, , etc.) and, at the Province's option, provide the Province with the opportunity to participate or be present at these announcements or events. The Recipient will provide the Province with a minimum of ten (10) business days prior oral or written notice of such announcements, events, or advertising campaigns.
- 4. The Recipient will not make any public announcement related to the Recipient's Program activities until the Province has been notified of the announcement.
- 5. The Recipient will respond to requests by the Province for information about any public announcement as soon as possible and in any event will provide an initial response within twenty-four (24) hours.
- 6. The Recipient shall include information about the Summer Company Program on its website, including promotional material and instructions for accessing the Summer Company Program, with links to the Provincial youth jobs web page or other websites identified by the Province. This includes the Recipient using the visual identifiers for Youth Job Strategy (YJS) provided by the Province.

#### The Corporation of the City of Temiskaming Shores

#### By-law No. 2015-237

#### 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 – Public Works Committee

**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 the appointments to Council Committees as outlined in By-law No. 2015-001, as amended be further amended to add Councillor **Patricia Hewitt** to the Public Works Committee.
- 2. 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 15<sup>th</sup> day of December, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

# The Corporation of the City of Temiskaming Shores

#### By-law No. 2015-238

#### Being a by-law to enter into an agreement with Priestly Demolition Inc. for the demolition of the Matabanick Hotel

**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-057-2015 at the December 15, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Priestly Demolition Inc. for the demolition of the Matabanick for a total upset limit of \$307,929.00 plus applicable taxes for consideration at the October 20, 2015 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 Priestly Demolition Inc. for the demolition of the Matabanick for a total upset limit of \$307,929.00 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 15<sup>th</sup> day of December, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

# By-law 2015-238

Agreement between

The Corporation of the City of Temiskaming Shores

and

Priestly Demolition Inc.

for the demolition of the Matabanick

**This agreement** made in duplicate this 15<sup>th</sup> day of December, 2015.

Between:

#### The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

# Priestly Demolition 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 Demolition of the former Matabanick Hotel PW-RFP-009-2015

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

#### Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid <u>Three Hundred and Seven Thousand</u>, <u>Nine Hundred and Twenty-Nine</u> <u>Dollars and Zero Cents (\$307,929.00) plus applicable taxes</u> subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

#### Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

#### Priestly Demolition Inc.

3200 Lloydtown-Aurora Road King, Ontario L7B 0G3

The Director:

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

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

Signed and Sealed in ) the presence of )	Priestly Demolition Inc.
Contractor's Seal ) (if applicable) )	President – Ryan Priestly
) ) )	Witness           Print Name:              Title:
) Municipal Seal ) )	Corporation of the City of Temiskaming Shores
) ) )	Mayor – Carman Kidd
)	Clerk – David B. Treen



Appendix 01 to Schedule "A" to

# By-law No. 2015-238

Form of Agreement

# City of Temiskaming Shores PW-RFP-009-2015

Demolition of former Matabanick Hotel

PW-RFP-009-2015

Contractor's submission of bid to: The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/L Priestly Demolition Inc.

(Registered Company Name/Individuals Name)

Of, 3200 Lloydtown-Aurora Rd, King, ON; L7B 0G3

(Registered Address and Postal Code)

Business:

Phone Number (800) - 263.2086

Fax Number (<u>905</u>) - <u>841.6282</u>

We/I hereby offer to enter into an agreement for the demolition and removal and disposal of all materials associated with the Matabanick Hotel.

The Financial Proposal shall include:

An all-inclusive price (excluding taxes which are to be itemized separately) for all services and tasks outlined in the Scope of Work, Section 7.0. Any separate billings are to be approved by the City in advance.

We/I hereby offer to enter into an agreement for the above mentioned project, as required in accordance to the proposal for a price of (without HST):

Lump sum price	\$ <u>307,929.00</u>
HST	\$40,030.77
Grand Total	<b>§</b> 347,959.77



# **Proposal Evaluation Criteria**

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals.

The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	WEIGHT	POINTS	
Qualifications, Expertise and Performance on Similar Projects			
Past ability to complete projects within timelines and budgets	6	10	60
Stability and reputation of firm	4	10	40
Qualifications of technical support staff	5	10	50
Qualifications of senior staff / project manager	5	10	50
20%			
Proposed Project Manager and Team		<u> </u>	
Past experience in directing / involvement with similar projects	5	10	50
Specialized field or expertise	5	10	50
Understanding of proposed project	5	10	50
15%			
Completeness and Schedule			
Availability of key staff	5	10	50
Demonstrated cost control / monitoring program	5	10	50
Methodology and Schedule	5	10	50
Quality assurance program	5	10	50
Demonstrated how the firm will assist the City on achieving efficiency.	5	10	50
Consideration will also be given to the amount of City resources that the consultant will use during the project			
25%			
Knowledge of City Regarding the Project			
Members of the team must be familiar with the City's infrastructure, and have a working knowledge of the project.	10	10	100
10%			
Estimated Fees and Disbursements			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher Bids will be given 0.25 points. Prices within a small differential will be scored as equal.	30	10	300
30%			



# City of Temiskaming Shores PW-RFP-009-2015

Demolition of former Matabanick Hotel

#### NON COLLUSION AFFIDAVIT

I/ We Ryan Priestly

I/ We \_\_\_\_\_\_\_ 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, convoration or organization may be subject to exclusion or suspension.

		MININ DEMOLIZING
Signed		ONTARIO CORPORATION
Company Name		
Title	pres	Mun R



# City of Temiskaming Shores PW-RFP-009-2015

Demolition of former Matabanick Hotel

#### **Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at	King	_ this _	29	_day of	eptember	, 2015.		
FIRM NAME:		-	Pri	estly	Demolit	cion Ir	nc.	
BIDDER'S AUTHO	ORIZED OFFICIAL:	-	Rya	an Pries	stly		T DEMOL	
TITLE:	R	-	ph	esident		PRIES	ONTARIO	NIN NIN
SIGNATURE:		-	1	M		hunning	CORPORATION	

City of Temiskaming Shores // PW-RFP-009-2015 // PAGE 15



# **Demolition Schedule**

# project: 314 Broadway Ave, Haileybury

Week:

-

N

	Award
× × × × × ×	× 1
× × × × ×	2
× × × × × ×	3
× × × × ×	4
× × × × × × × × × × × × × × × × × × ×	U
× × × × × × ×	σ
× × × × × × ×	7

g

œ

7

δ

**C**1

4

ω



# Clearance Certificate / Certificat de décharge

Appellation commerciale ou raison sociale de l'entrepreneur PRIESTLY DEMOLITION INC	Adresse de l'entrepreneur 3200 LLOYDTOWN- AURORA RD, KING, ON, L7B0G3, CA	tion Unit iption / lassification preneur et n Wrecking Jral Asbestos	Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal City of Temiskaming Shores	Adresse de l'entrepreneur principal Box 2050, 325 Farr Drive, Hailebury, ON, P0J 1K0, CAN	Number / Numéro du mmm-yyyy) / Période certificat de décharge (jj/mm/aaaa) E2000007QVD2 29-Sep-2015 to 19- Nov-2015	mmm-yyyy) / Période de validité (jj/mm/aaaa) 29-Sep-2015 to 19- Nov-2015
	3200 LLOYDTOWN- AURORA RD, KING, DN, L7B0G3, CA	ng iste	City of Temiskaming Shores	Box 2050, 325 Farr Drive, Hailebury, ON, P0J 1K0, CAN	E2000007QVD2	29-Sep-2015 to 19- Nov-2015



#### **Certificate of Insurance**

Certificate N°: 2015-00

 This is to certify to:
 Owner / Contractor, as required

 that the following described policy(ies) or cover note(s) in force at this date have been effected to cover as shown below:

 Name of Insured:
 Priestly Demolition Inc.

Address: 3200 Lloydtown-Aurora Road, King, ON L7B 0G3 Description of operations and/or activities and/or locations to which this certificate applies: All Operations Usual to the Business of the Named Insured For information purposes only.

Туре	Insurer	Policy N°	Policy Term (mm/dd/yyyy)	Limits - Amounts of Insurance
Commercial General Liability	Northbridge General Insurance Corporation	CRX63159	06/30/2015 to 06/30/2016	\$1,000,000. Each Occurrence Including Bodily Injury a/o Property Damage a/o Personal Injury and Advertising Liability a/o Employer's Liability a/o Non-Owned Automobile or All Combined \$1,000,000 Aggregate Products & Completed Operations
Automobile Liability	Northbridge General Insurance Corporation	CBC 0655537	06/30/2015 to 06/30/2016	\$2,000,000. Third Party Liability including Bodily Injury, Property, Uninsured Motorist and Statutory Accident Benefits OPCF 5 – Permission to Rent or Lease
Umbrella Liability	Certain Lloyds Underwriters	EXT36009	06/30/2015 to 06/30/2016	\$9,000,000. Per Occurrence Excess over underlying Limit Excess of Policy Numbers CRX63159 Commercial General Liability And CBC 0655537 Automobile Liability \$9,000,000 Aggregate
Contractor's Pollution Liability	Zurich insurance Company Ltd.	8604981	06/30/2015 to 06/30/2016	\$10,000,000 Each Incident \$10,000,000 AGGREGATE COVERED OPERATIONS: Asbestos & Lead Abatement Work, Demolition & Deconstruction Work, General Contracting, Construction Management, Grading & Excavation

Additional Information:

The following are added as Additional Insured under the Commercial General Liability policy, but only with respect to the liability arising out of the operations of the Named Insured: **Owner / Contractor, as required** 

This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer.

Should one of the above-noted policies be cancelled before the expiry date shown, the Insurer(s) will endeavour to provide a 30 days written notice to the certificate holder but assumes no responsibility for failure to do so.

This certificate is subject to all the limitations, exclusions and conditions of the above-listed policy(ies) as they now exist or may hereafter be endorsed.

Please note that the limits shown above may have been eroded by Claims or Expenses paid under this policy.

#### **BFL CANADA Risk and Insurance Services Inc.**

per:

Authorized Representative

Signed in Toronto on July 2nd, 2015

#### The Corporation of the City of Temiskaming Shores

#### By-law No. 2015-239

#### 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 – Age Friendly Committee

**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;

**And whereas** Council considered Administrative Report RS-018-2015 at the December 15, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to amend Bylaw No. 2015-001 to add an Age Friendly Committee and a council representative;

**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 be further amended to add the following:

Boards / Committees	Council member(s) appointed
Age Friendly Committee	Patricia Hewitt

2. 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 15<sup>th</sup> day of December, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

# The Corporation of the City of Temiskaming Shores

#### By-law No. 2015-240

#### Being a by-law to adopt Terms of Reference for the Age Friendly Committee

**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 RS-017-2015 at the December 15, 2015 Regular Council meeting and directed staff to prepare the necessary by-law for the adoption of Terms of Reference for the Age Friendly Committee for consideration at the December 15, 2015 Regular Council meeting;

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

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

**Read a first, second and third time and finally passed** this 15<sup>th</sup> day of December, 2015.

Deputy Mayor – Mike McArthur

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-240

Terms of Reference Age Friendly Committee

# City of Temiskaming Shores Age Friendly Community Committee (AD HOC)

# **Terms of Reference**



# 1.0 Background

In 2015 the City of Temiskaming Shores received funding through the Age Friendly Community Grant program and the Community Transportation Pilot Grant program to undertake the creation of an Age Friendly Community Plan with a focus on coordinating older adult transportation in the community.

As of 2011, 20% of the population of Temiskaming Shores was 65 or older and 50% of the population was 45 or older. The City has a higher proportion of people aged 65+ than Ontario and Canada (15%). The trend of an aging population is expected to continue with the number of seniors expected in increase from 1 in 7 to 1 in 4 by 2030 in Canada. This provides the perfect opportunity to create a plan and start moving towards an Age Friendly community, ready to embrace and benefit from a group of healthy, active seniors.

# 2.0 Mandate

The City of Temiskaming Shores Age Friendly Community Committee will lead an initiative aimed at making the City of Temiskaming Shores a more age friendly community, enabling all residents to participate as full and meaningful community members.

# 3.0 Vision Statement

To promote a diverse, inclusive, accessible, safe and respectful community, that enables independence, health and wellness and full participation at all stages of ageing while celebrating the diversity of our community.

# 4.0 Objectives

The objectives of the committee are to:

- 4.1 Serve as the age friendly champion for the community by developing a vision, gathering momentum and encouraging action;
- 4.2 Develop a coordinated approach between local government agencies, citizens, service providers and community organizations to make the community age friendly;

- 4.3 Promote awareness of age friendly principles to residents, local agencies and businesses;
- 4.4 Encourage the community to view policies, projects and programs with an age friendly lens;
- 4.5 Work towards local government commitment and public support for age friendly initiatives;
- 4.6 Monitor funding availability for age friendly initiatives, encourage local governments or other eligible agencies to apply for this funding, and provide input on funding applications;
- 4.7 Organize, promote and lead an age friendly assessment of the community;
- 4.8 Review results of the age friendly assessment and develop recommendations for priority actions;
- 4.9 Promote and encourage implantation of the action plan;
- 4.10 Make recommendations for local governments on regular basis to continue age friendly initiatives.

# 5.0 Definitions

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

**Committee** means the City of Temiskaming Shores Age Friendly Community Committee;

**Council** means the Council of the City of Temiskaming Shores;

**Community** means the population within the geographic limits of the City of Temiskaming Shores and those older adults who use the services and programs within the City Limits

**AFC** means Age Friendly Community;

**Pecuniary Interest** means a direct or indirect interest within the meaning of the municipal Conflict of Interest Act, R.S.O, 1990, chapter M.50, as amended, and any subsequent legislation thereto.

# 6.0 Accountability

The Temiskaming Shores Age Friendly Community Committee functions in accordance with Sec. 2.1 "General Provisions" prescribed in the City of Temiskaming Shores Procedural By-Law No. 2015-101, as amended which reads:

2.1 "The rules and regulations contained in the By-law shall be observed in all proceedings of Council and shall be the rules and regulations for the order and dispatch of business of the council and wherever possible, with the necessary

modifications, for all committees of Council, unless otherwise prescribed."

# 7.0 Membership

- 7.1 The Committee will consist of a minimum of five (5) stakeholder groups and may include up to ten (10) voting members.
  - 7.1.1 There will be at least one (1) member of council
  - 7.1.2 Committee members will represent the following age related sectors:
    - 7.1.2.1 Housing (i.e. Northdale Manor, RCL Zone K-1 and Area, Extendicare, Non-Profit Housing)
    - 7.1.2.2 Transportation (i.e. Patient Transfer, Home Support)
    - 7.1.2.3 Health Services/Community Support (i.e. Health Unit, Home Support, Alzheimer's Society)
    - 7.1.2.4 Civic Participation (i.e. Volunteer Coordinators, TSAAC, Elder Abuse Task Force, City Council)
    - 7.1.2.5 Social participation (i.e. Director of Recreation, Activity Coordinators)
    - 7.1.2.6 Outdoor Spaces/Public Buildings (i.e. TSAAC)
    - 7.1.2.7 Francophone community
  - 7.1.3 There will be at least two (2) older adult representative
- 7.2 Quorum of the AFC Steering Committee will be 50% + 1 of the members appointed to the committee.
- 7.3 The AFC Committee will meet once (1) every month or as needed.
- 7.4 The members of the committee shall serve without remuneration.
- 7.5 The City will assign a staff person (Age Friendly Coordinator) who shall act as Secretary to the Committee, and be responsible for the preparation and distribution of agendas, and as a resource for information gathering for the committee.
- 7.6 With respect to membership appointments to the Age Friendly Community Committee, consideration of an applicant's special expertise, experience and commitment to promoting and facilitating an age friendly community.
- 7.7 A committee member shall hold office until the Age Friendly Plan is created and members are appointed by resolution or by-law and serve at the pleasure of

Council.

# 8.0 Conduct of Members

- 8.1 No member, individually or as a group, shall provide comment, opinion or make representation of any kind to any person or group with respect to any matter or thing relating to the function of the AFC Committee unless authorized to do so by a resolution of the AFC Committee.
- 8.2 Should a member knowingly violate City policies, or conducts themselves in a manner deleterious to the achievement of the mandate and objectives of the AFC Committee in respect to their membership on the AFC Committee, which results in, or has the potential to result in liability/exposure to the City, the appointment may be repealed.
- 8.3 No member shall make any commitments, financial or otherwise, in respect of the City or the AFC Committee or in any manner enter into any form of agreement, or receive other inducements or benefits either individually or as a group with respect of their membership on the AFC Committee.
- 8.4 Where applicable, members shall declare a conflict of pecuniary interest and shall at all time conform with the requirements of Section 22 "Conflict of Interest" prescribed in the City of Temiskaming Shores Procedural By-law No. 2008-160, as amended.
- 8.5 Should a member fail to participate in three (3) consecutive regular meetings, or more than 50% of all regular meetings of the Committee in any calendar year exclusive of a granted leave of absence, the appointment may be repealed.
- 8.6 Should a member request a leave of absence from the Committee, such request shall not exceed six (6) months in length and shall be made to Council through the committee.

# 9.0 Reporting and Monitoring

The Age Friendly Community Committee will provide committee members with minutes of meetings and report on specific matters as necessary. Once approved, the minutes will be posted on the City's website.

# 10.0 Roles and Responsibilities

- 10.1 Consult with key stakeholders (including agency partners and families)
- 10.2 The Age Friendly Community Coordinator will be responsible for communication to the media
- 10.3 Communicate the results of the project to all stakeholders and the community

- 10.4 Community Involvement and Liaison with the Community
  - Develop and maintain a liaison with community groups (e.g. older adult groups, Health Unit, CMHA, DSSAB, TSAAC etc.) and individuals within the municipality that share the objectives of the Committee in order to foster their joint objectives.
- 10.5 Information and Education
  - Educate the community about the Age Friendly initiative
  - Educate the community as to the role and function of the Age Friendly Community Committee
  - Develop Partnerships with the community and private sector for activities and projects that raise awareness, educate and inform the public of the benefits of creating an age friendly community in terms of empowering older adults, strengthening communities through social interaction, volunteerism, civic pride, safe communities, and community leadership.

# **11.0** Amendments to the Terms of Reference

Amendments to the Terms of Reference may be proposed from time to time by members of the committee. Amendments will require a majority vote by the membership.

# The Corporation of the City of Temiskaming Shores

### By-law No. 2015-241

### 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 December 8, 2015 and its Regular meeting held on December 15, 2015

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

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

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

**And whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

- 1. That the actions of the Council at its Special meeting held on **December 8, 2015** and its Regular meeting held on **December 15, 2015** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
- 2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 15<sup>th</sup> day of December, 2015.

Mayor – Carman Kidd