



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

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**Agenda**

1. **Call to Order**
  
2. **Roll Call**
  
3. **Review of Revisions or Deletions to Agenda**

4. **Approval of Agenda**

*Draft Motion*

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

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

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

*Draft Motion*

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

- a) Regular Meeting of Council – August 4, 2015

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

7.1. *Off-Road Vehicle – Amendments to By-law No. 2009-023*

**Subject Land:** Regulate and control the operation of off-road vehicles within the City of Temiskaming Shores.

**Purpose:** To amend By-law No. 2009-023 being a by-law to regulate and control the operation of off-road vehicles to coincide with recent Provincial amendments to Ontario Regulation 316/03 *Operation of Off-Road Vehicles on Highways*

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Sharon Reil – Literacy Council

**Re:** Presentation on Literacy Council Programs

10. **Communications**

a) Bruce Tomlin, North Cobalt Ontario

**Re:** Enforcement Concern

**Reference:** Referred to Protection to Persons and Property Committee for response

b) Yvan Chartrand, Owner/Director – 5<sup>th</sup> Wheel Training Institute

**Re:** Enforcement Concern

**Reference:** Referred to Protection to Persons and Property Committee for response

- c) Stephane Desdunes, Director, Development – EDF EN Canada Inc.  
**Re:** Friday Lake Wind Energy Centre Project update – Lorrain Valley  
**Reference:** Referred to Director of Community Growth and Planning – complete information package available in Clerk's Office
  
- d) The Honourable Bob Chiarelli, Minister of Energy  
**Re:** Municipal Guide – Renewable Energy Development in Ontario  
**Reference:** Referred to Director of Community Growth and Planning
  
- e) Office of the Premier – News Release  
**Re:** Ontario Community Hubs Action Plan Released  
**Reference:** Referred to City Manager
  
- f) Marc Dupont, Coordinator, Cochrane Temiskaming Waste Management Board (CTWMB)  
**Re:** Dissolved – Sale of Assets to North East Recycling Association  
**Reference:** Motion to be presented under New Business
  
- g) Provincial Government – News Release  
**Re:** Ontario Announces new Disaster Recovery Assistance Programs  
**Reference:** Referred to City Manager and CEMC
  
- h) The Honourable Steven Del Duca, Minister of Transportation  
**Re:** Community Transportation Grant Program funding - \$40,000  
**Reference:** Received for Information

- i) Fred Hahn, President – CUPE Ontario Division  
**Re:** Request for Proclamation – Child Care Worker and Early Childhood Educator Appreciation Day  
**Reference:** Received for Information
  
- j) Lynne Wagner, Assistant Deputy Attorney General – Ministry of the Attorney General  
**Re:** Increase to Provincial Offences Act (POA) Court Cost Recovery Rates  
**Reference:** Referred to the Manager of Court Services & POA Committee
  
- k) Pam Mackenzie, Culture Days Coordinator – Ontario Culture Days  
**Re:** Request for Proclamation – Culture Days in Ontario  
**Reference:** Motion to be presented under New Business
  
- l) Melinda Ethier – Browning Street  
**Re:** Petition to remove Transit Route from Browning Street  
**Reference:** Referred to Temiskaming Transit Committee
  
- m) Vivian Hylands – Cobalt Ontario  
**Re:** LED Streetlight Installation and Library facilities  
**Reference:** Referred to Manager of Physical Assets
  
- n) Pete Beaucage – Praztek Construction – General Contractors  
**Re:** Affordable and Accessible Housing – small families, seniors and persons living with disabilities  
**Reference:** Referred to Director of Community Growth and Planning

- o) Dan Gardner, Community Relations Officer – Hydro One  
**Re:** Planned Wood Pole Replacement Program  
**Reference:** Received for information
  
- p) Christopher W. Oslund, Secretary – Police Services Board  
**Re:** Speed Reduction on Lakeshore Road  
**Reference:** Referred to the Director of Public Works
  
- q) Stephane Desdunes, Director, Development – EDF Energies  
**Re:** Community Engagement Summary – Friday Lake Wind Project  
**Reference:** Received for information
  
- r) Brooke Ballantyne, Communications Coordinator – North Eastern Ontario Family and Children’s Services  
**Re:** Proclamation – October as Child Abuse Prevention Month  
**Reference:** Motion to be presented.

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. r) 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 Committee of Adjustment meeting held on June 24, 2015;

- b) Minutes of the Temiskaming Transit Committee meeting held on August 5, 2015;
- c) Minutes of the South Temiskaming Cultural Sustainability Project meeting held on April 7, 2015;
- d) Minutes of the South Temiskaming Cultural Sustainability Project meeting held on April 15, 2015;
- e) Minutes of the South Temiskaming Cultural Sustainability Project meeting held on June 3, 2015.

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

*Draft Motion*

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

- a) Minutes of the Corporate Services Committee meeting held on July 27, 2015;
- b) Minutes of the Protection to Persons and Property Committee meeting held on July 29, 2015;
- c) Minutes of the Public Works Committee meeting held on July 29, 2015.

**13. Reports by Members of Council**

- a) 2015 AMO Conference Report (attached) – Councillor Danny Whalen

**14. Notice of Motions**

**15. New Business**

- a) **2015 August – Capital Report**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the 2015 August – Capital Report for information purposes.

**b) Dissolved Cochrane Timiskaming Waste Management Board (CTWMB) – Audited Statement / Appraisal**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt and approves the 2013 Independent Auditor's Report and Financial Statements of the Cochrane Timiskaming Waste Management Board dated December 31, 2013;

That Council acknowledges receipt and approves the 2014 Independent Auditor's Report and Financial Statements of the Cochrane Timiskaming Waste Management Board dated December 31, 2014; and

That Council acknowledges receipt of the proposed sale of assets of the CTWMB (Northern Node) and consents to the sale of the assets in the amount of \$200,000.

**c) Administrative Report No. CGP-039-2015 – Disposal of Land – Lots 70 and 72 Carter Boulevard – L. Loranger**

Draft Motion

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

That Council directs staff to prepare the necessary by-law to enter into an Offer to Sell with Laurier Loranger for a residential building lot on Carter Boulevard in North Cobalt legally described as Lots 70 and 72, Plan M52NB, Parcel 10954 SST for the purpose of constructing a single detached dwelling with a second unit that is constructed with universal design principles for consideration at the September 1, 2015 Regular Council meeting; and

That Council agrees to retain David Bennett, Solicitor with Doupe Bennett McLeod to represent the City in the land sale.

**d) Administrative Report No. CGP-040-2015 – Development Agreement – Eveline R. Gauvreau Ltd. – North Cobalt Subdivision**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-040-2015;

That Council agrees to enter into a Development Agreement with Eveline R. Gauvreau Ltd. and Eveline Roseanne Gauvreau for development of a residential subdivision in North Cobalt on lands bordered by Lakeview Drive on the North, Groom Drive on the South, Maple Street South on the West and Unopened Pine Street on the East and directs staff to prepare the necessary by-law to enter into the said agreement for consideration at the September 1, 2015 Regular Council meeting; and

That Council agrees to re-name Spruce Street to Balsam Street and Pine Street to Tamarack Street and directs staff to prepare the necessary by-law to rename the streets for consideration at the September 15, 2015 Regular Council meeting.

**e) Administrative Report No. CS-029-2015 – Peter’s Road – Municipal Drain – Selection of Consultant**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-029-2015;

That as in Section 3.5 of the City’s Purchasing Policy, Council approves the award of the contract to K. Smart Associates Ltd. to provide engineering services in respect to the Peter’s Road Municipal Drain in accordance with the Drainage Act in the amount of \$58,100 plus applicable taxes; and

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

**f) Administrative Report No. PPP-010-2015 – Appointment of Volunteer**

Draft Motion

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

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



**g) Administrative Report No. PPP-000-2015 – Fire Training Program**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-011-2015; and

That Council approves the Draft Training Program for the Temiskaming Shores Fire Department as presented.

**h) Administrative Report No. PW-044-2015 – Tender Award – Granular M**

Draft Motion

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

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract to crush and Stockpile Granular "M" to *Alvin Caldwell Sand & Gravel Ltd.* in the amount of \$ 40,500.00 plus HST; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with *Alvin Caldwell Sand & Gravel Ltd.* for consideration at the September 1, 2015 Regular Council meeting.

**i) Administrative Report No. PW-046-2015 – Tender Award – Rockley Road Reconstruction**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-046-2015;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the Rockley Road Reconstruction Project contract to Miller Paving Limited in the amount of \$ 734,085.30 plus applicable taxes;

That Council directs staff to contact FedNor and request an increase in the funding percentage for the remaining funds available for the Dymond Industrial Park; and

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

**j) Administrative Report No. PW-047-2015 – Apprentice Mechanic – Eight (8) Week Placement**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-047-2015; and

That Council approves an eight-week Apprentice Mechanic placement within the Public Works Department to commence on September 8, 2015.

**k) Administrative Report No. PW-048-2015 – Ontario Community Infrastructure Fund – Expression of Interest Submission – North Cobalt Water Looping**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-048-2015, more specifically Appendix 01 - OCIF Expression of Interest for potential funding to loop the North Cobalt municipal drinking water system to ensure reliable, safe and clean drinking water;

That Council, through the development of the Asset Management Plan and based on recent findings in the Fire Underwriter Survey and Exp Services opinion letter, considers the looping of the North Cobalt water distribution system a significant priority for the City of Temiskaming Shores; and

That Council directs staff to finalize and submit the Expression of Interest, complete with all applicable documentation, to the Ontario Community Infrastructure Fund – Applicant Based Component Program prior to the September 11, 2015 deadline.

**l) Memo No. 004-2015-RS – Contract Change Order – Playground Surfacing – Ure-Tech Surfaces Incorporated**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2015-RS;

That Council approves the Contract Change Order No. 001 with Ure-Tech Surfacing Incorporated in regards to increased costs as part of the Waterfront Playground Surfacing in the amount of \$16,883.63 plus applicable taxes.

**m) Proclamation of September 25 - 27, 2015 as “Culture Days”**

Draft Motion

**Whereas** culture constitutes one of the main identity factors of the City of Temiskaming Shores and of the quality of life of its citizens; and

**Whereas** culture is an intrinsic component both of individual and societal development; and

**Whereas** the City of Temiskaming Shores has already shown its intention to implement projects that affirm both its cultural identity and the active participation of its citizens to the cultural life of the municipality; and

**Whereas** the cultural community has set up an annual national event, Ontario Culture Days, that would consolidate a number of cultural events under a common theme across Canada by promoting the widest possible access to the arts, heritage and culture;

**Now therefore** be it resolved that Council of the City of Temiskaming Shores does hereby proclaim September 25 - 27, 2015 as “**Culture Days**” in the City of Temiskaming Shores.

**n) Proclamation – Child Abuse Prevention Month**

Draft Motion

Whereas Child Abuse Prevention Month, recognized through the Purple Ribbon Campaign, is a provincial campaign created to increase awareness and prevent child abuse and neglect; and

Whereas the goal of the Purple Ribbon Campaign is to raise public awareness relating to the signs of child abuse and to provide information on the importance of reporting child abuse and neglect; and

Whereas the City of Temiskaming Shores, in partnership with the North Eastern Ontario Family and Children’s Services, wishes to raise public awareness to prevent child abuse in our region.

Now therefore be it resolved that Council does hereby proclaim the month of October, 2015 as “**Child Abuse Prevention Month**” in the City of Temiskaming Shores.

**16. By-laws**

Draft Motion

Be it resolved that:

By-law No. 2015-177 Being a by-law to enact a Zoning by-law Amendment to rezone property from General Industrial (M1) to Shopping Centre Commercial Exception 1 (C2-E1) in the Township of Dymond Zoning By-law 984 (Part of 177150 Shepherdson Rd, Plan 54R-5480 – Part 1, Roll No. 54-18-020-001-026)

By-law No. 2015-178 Being a by-law to establish a system for the Reduction of False Alarms

By-law No. 2015-179 Being a by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M”

By-law No. 2015-180 Being a by-law to enter into an agreement with Miller Paving Limited for the reconstruction of Rockley Road

By-law No. 2015-181 Being a by-law to authorize a Development Agreement between the City of Temiskaming Shores and Eveline Roseanne Gauvreau and Eveline R. Gauvreau Ltd. – St. Joseph Subdivision (North Cobalt)

By-law No. 2015-182 Being a by-law to authorize the Sale of Land to Laurier Loranger (Roll No. 54-18-030-009-456.00)

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2015-141 Being a by-law to adopt the Delegation of Powers and Duties Policy for the City of Temiskaming Shores

By-law No. 2015-160 Being a by-law to adopt a Procedural Policy for the Disposal of Real Property

By-law No. 2015-177;

By-law No. 2015-178;

By-law No. 2015-179;

By-law No. 2015-180;

By-law No. 2015-181;

By-law No. 2015-182;

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

**17. Schedule of Meetings**

- a) Regular Meeting of Council – Tuesday, September 15, 2015 at 6:00 p.m.
- b) Regular Meeting of Council – Tuesday, October 6, 2015 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

Draft Motion

Be it resolved that Council agrees to reconvene in Closed Session at \_\_\_\_\_ pm to discuss the following matters:

- a) Adoption of the August 4, 2015 – Closed Session Minutes;
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of Land – Elm Street laneway – Confidential Administrative Report CGP-041-2015
- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – HR Update

**20. Confirming By-law**

Draft Motion

Be it resolved that By-law No. 2015-183 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **September 1, 2015** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2015-183 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

Draft Motion

Be it resolved that City Council adjourns at \_\_\_\_\_ pm.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, August 4, 2015**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

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

**2. Roll Call**

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

Also

Present: Christopher W. Oslund, City Manager  
David B. Treen, Municipal Clerk  
Tammie Caldwell, Director of Recreation  
Karen Beauchamp, Director of Community Growth and Planning  
Steve Burnett, Technical and Environmental Compliance Coordinator  
Tim Uttley, Fire Chief  
Amber Sayer, Age Friendly Community Coordinator

Regrets:

Media: Diane Johnston, Temiskaming Speaker  
Bill Buchburger, CJTT

Members of the Public Present: 15

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

**Deletions:**

**Under Item 9 – Presentations / Delegations**

- a) Certificates of Appreciation – Armstrong Street Fire

**Re:** Presentation from the Fire Chief

**Note:** Will be presented in September.

**4. Approval of Agenda**

*Resolution No. 2015-452*

Moved by: Councillor Jelly

Seconded 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. Review and adoption of Council Minutes**

*Resolution No. 2015-453*

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

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

- a) Regular Meeting of Council – July 7, 2015

**Carried**

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

None

**8. Question and Answer Period**

None



**9. Presentations / Delegations**

- a) Linda Roberts – Protect Lorrain Valley Coalition

**Re:** Wind Turbine Proposal – Lorrain Township

Linda Roberts, spokesperson for a group entitled “Protect Lorrain Valley Coalition” provided a verbal presentation in regards to Large Renewable Project (LRP) applications from WPD Canada and EDF-EN proposed for Lorrain Township being large scale wind turbines.

Linda spoke to the history of the proposed project and modified legislation to the Environmental Protection Act that has prompted applications for wind turbines in this area as well as the proximity to the Hydro Transmission lines due to the hydro dams in the area.

Linda spoke to various concerns with the applications in particular with the claim of going to extreme measures to engage the community. The coalition is looking to be recognized as the community in this process and seeking support from the surrounding community as you find out more about this process. She spoke to the extensive use of this area from a tourism perspective (i.e. hunting, fishing, etc.).

Further concerns were identified with the process including the aboriginal engagement process. Physical constraints, such as road access, with the area would have a negative impact for the area.

Mayor Kidd thanked Linda for her presentation and stated that although the proposed project is not within our boundaries, but it may be prudent that staff and council spend some time investigating this issue.

- b) Dan Burns – 1275 Lakeshore Road South

**Re:** Plastic Shelters

Mr. Burns stated that he has submitted two notes, the problem and the solution and further indicated that he would leave the issue in Councils’ hands.

Mayor Kidd thanked Mr. Burns for his presentation and encouraged those that have concerns to petition the Provincial Government to have the Ontario Building Code amended in regards to plastic shelters.

**10. Communications**

- a) Vince Hawkes, Commissioner – Ontario Provincial Police  
**Re:** Superintendent M.M. (Marc) Bedard assuming role of Commander of the Municipal Policing Bureau  
**Reference:** Received for Information
  
- b) Cindy Anne Maher, Clerk – New Tecumseth  
**Re:** Request for Support – Electricity Rates  
**Reference:** Received for Information
  
- c) Elizabeth Wagdin, Stakeholder Outreach Coordinator – Canadian Energy Pipeline Association (CEPA)  
**Re:** Overview of various CEPA initiatives  
**Reference:** Received for Information
  
- d) Shelly Reed, Chairprson – Tweed Disaster Relief Committee  
**Re:** Request for financial support  
**Reference:** Referred to Corporate Services Committee
  
- e) Garvin Cole – HR North – Skills International  
**Re:** Partnership to Impact the Region's Economy  
**Reference:** Referred to the Corporate Services Committee
  
- f) Honourable Bill Mauro, Minister – Ministry of Natural Resources and Forestry  
**Re:** Crown Land Acquisition Opportunities to Support Cottage Lot Development in the North

**Reference:** Referred to Director of Community Growth and Planning

g) Student Society – Northern Ontario School of Medicine

**Re:** 2015-2016 Student Society Sponsorship Package

**Reference:** Referred to the Corporate Services Committee

h) Jim Jessop, Chief of Emergency Management – Office of the Fire Marshal

**Re:** Fire Marshal's Directive: 2015-002 "Reporting of Fires and Explosions requiring Investigation

**Reference:** Referred to the Fire Chief

i) Francois Poirier, President – Energy East

**Re:** Thank you for Council Support (Resolution 2014-531)

**Reference:** Received for Information

j) Honorable Michael Gravelle, Minister of Northern Development and Mines

**Re:** Follow up OGRA/ROMA Delegation – Economic and Service Hub/Surplus ONTC lands

**Reference:** Referred to Senior Staff

k) Randy Pettapiece, MPP – Perth-Wellington

**Re:** Request for Support – Fairness in Provincial Infrastructure Funds

**Reference:** Received for Information

- l) Friday Lake Wind Energy Centre – Lorrain Township  
**Re:** Notice of Community Meeting – Tuesday, August 11, 2015 (5 – 8 pm) – Haileybury Legion – 373 Broadway Street  
**Reference:** Received for Information
  
- m) Chelsea Plante, Minister’s Office – Ministry of Agriculture, Food and Rural Affairs  
**Re:** News Release – Applications open for Ontario Community Infrastructure Fund  
**Reference:** Referred to Senior Management

Resolution No. 2015-454

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

**Carried**

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

Resolution No. 2015-455

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the District of Timiskaming Social Services Administration Board meeting held on May 20, 2015;
- b) Minutes of the Police Services Board meeting held on July 20, 2015;
- c) Minutes of the Earlton-Timiskaming Regional Airport Municipal Services Board meeting held June 18, 2015 and June 2015 Airport Report;
- d) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on May 20, 2015;
- e) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on June 17, 2015;

**Carried**

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

None

**13. Reports by Members of Council**

None

**14. Notice of Motions**

None

**15. Closed Session**

Resolution No. 2015-456

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council agrees to convene in Closed Session at 6:35 p.m. to discuss the following matters:

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Disposition of Land – Maple Street (North Cobalt) – Confidential Administrative Report No. CGP-035-2015

**Carried**

Resolution No. 2015-457

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report at 6:45 pm.

- a) **Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Disposition of Land – Maple Street (North Cobalt) / Groom Drive Subdivision – Confidential Administrative Report No. CGP-035-2015**

Resolution No. 2015-458

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Confidential Administrative Report CGP-035-2015; and

That Council hereby declines the offer to purchase lands from the two residents on Maple Street that abuts the laneway directly east of their property and opts to proceed with the original proponent as part of the Groom Drive subdivision.

**Carried**

Resolution No. 2015-459

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Confidential Administrative Report CGP-035-2015;

That Council accepts the Offer to Purchase from Eveline R. Gauvreau Ltd. for the purchase of land in North Cobalt bordered by Lakeview Avenue on the north, Groom Drive on the south, Maple Street on the west and unopened Pine Street on the east as legally described in the Offer to Purchase in the amount of \$60,000 plus HST;

That Council directs staff to prepare a by-law to enter into an Agreement of Purchase and Sale with Eveline R. Gauvreau Ltd. for Council's consideration at the August 4, 2015 Regular Council meeting; and

That Council agrees to retain Ramsay Law Office to represent the City in the land transfer.

**Carried**

**16. New Business**

**a) 2015 Operating Financial Report – January to June**

Resolution No. 2015-460

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the 2015 Operating Financial Report – January to June for information purposes.

**Carried**

**b) July 2015 Capital Financial Report**

Resolution No. 2015-461

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the July 2015 Capital Financial Report for information purposes.

**Carried**

**c) Declaration of Surplus Land – Groom Drive Subdivision**

Resolution No. 2015-462

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

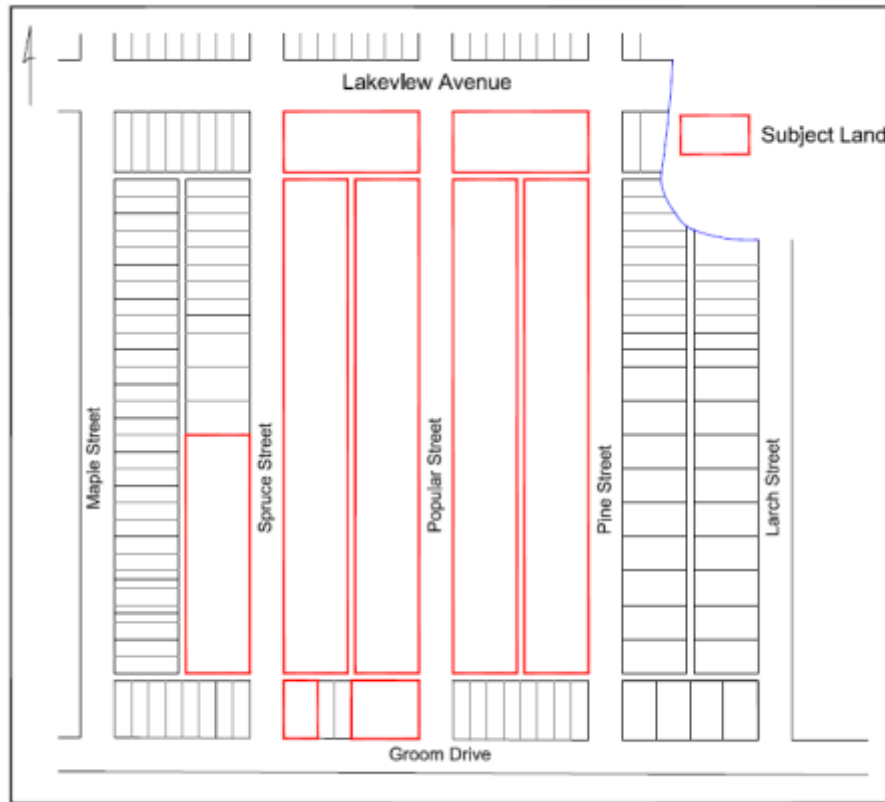
Whereas Section 1.9 of the City's Disposal of Real Property Policy (By-law No. 2004-031) states that Council must declare property as surplus through resolution prior to disposal; and

Whereas Section 3.7 states that a minimum of five (5) days notice of a proposed sale shall be given to the public including a brief description, legislative requirements and the pertinent dates that Council will consider the matter; and

Whereas public notice was placed in the Temiskaming Speaker on June 24, 2015 of Council's intent to sell municipal real property.

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

**Subject Lands – General Map**



**Subject Lands**

<b>PIN No.</b>	<b>Roll No. 030-009-</b>	<b>Street</b>	<b>Legal Description / PIN No. (Plan M-52 N.B.)</b>	<b>Size</b>
61355-0229	323	Lakeview (south side)	Odd Lots 333 to 347	262' x 118'
61355-0240	327	Lakeview (south side)	Odd Lots 317 to 347	262' x 118'
61355-0230	323	Poplar (east side)	Even Lots 12 to 68	957' x 124'
61355-0235	323	Poplar (west side)	Odd Lots 11 to 67	957' x 124'
61355-0234	323	Spruce (east side)	Even Lots 12 to 68	957' x 124'
61355-0456	323.03	Pine (west side)	Lot 67	33' x 124'
61355-0457	323.02	Pine (west side)	Lot 65	33' x 124'
61355-0231	323	Pine (west side)	Odd Lots 11 to 63	891' x 124'
61355-0523	544	Spruce (west side)	Lots 35 and 37	66' x 124'
61355-0493	544	Spruce (west side)	Odd Lots 27 to 33	132' x 124'
61355-0275	544	Spruce (west side)	Lots 23 and 25	66' x 124'
61355-0084	544	Spruce (west side)	Lots 15 to 21	132' x 124'
61355-0094	544	Spruce (west side)	Lots 11 and 13	66' x 124'



61355-0238	323	Groom (north side)	Lots 346 and 348	66' x 113'
61355-0237	323	Groom (north side)	Even Lots 344 to 340	131' x 113'

**Carried****d) Declaration of Surplus Land – 69 Railway Street**Resolution No. 2015-463

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Whereas Section 1.9 of the City's Disposal of Real Property Policy (By-law No. 2004-031) states Council must declare property as surplus through resolution prior to disposal; and

Whereas Section 3.7 states that a minimum of five (5) days notice of a proposed sale shall be given to the public including a brief description, legislative requirements and the pertinent dates that Council will consider the matter; and

Whereas public notice was placed in the Temiskaming Speaker on June 24, 2015 of Council's intent to sell municipal real property.

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

**Subject Land:** laneway described as Part 1 on Plan 54R-5861 abutting Lots 68-73 on Plan M-71 N.B. – PIN 61354-0443

**Carried****e) Memo No. 030-2015-CGP – Sale of various municipally owned residential lots**Resolution No. 2015-464

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 030-2015-CGP;

That Council hereby directs staff to commence a public process to sever Lot 100 on Plan M-77 N.B. for the purpose of lot addition for abutting land

owners at 154 Meridian and 166 Meridian with associated costs being assumed by the two abutting two landowners.

**Carried**

**f) Memo No. 030-2015-CGP – Sale of various municipally owned residential lots**

Resolution No. 2015-465

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 030-2015-CGP;

That Council hereby directs staff to advertise the following residential lots for sale to the general public in the amount of \$17,825 plus HST per property:

Property	Description	Size
1	Lot 73 Plan M-30 N.B. – Albert Street	50' x 125'
2	Lot 74 Plan M-30 N.B. – Albert Street	50' x 125'
3	Lot 75 Plan M-30 N.B. – Albert Street	50' x 125'
4	Lot 186 & 187 Plan M-48 N.B. – Rorke Avenue	100' x 100'
5	Lot 121 & 123 Plan M-52 N.B. – 123 Carter Blvd.	66' x 124'

**Carried**

**g) Administrative Report No. CGP-033-2015 – Contract Award – P.A. Blackburn Limited - Certified Site Program – Dymond Industrial Park**

Resolution No. 2015-466

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-033-2015; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with P.A. Blackburn Limited for the completion of the Certified Site Program requirements for the Dymond Industrial Park at an upset cost

of \$ 52,900 plus applicable taxes for consideration at the August 4, 2015 Regular Council meeting.

**Carried**

**h) Administrative Report No. CGP-034-2015 – Business Alliance Program**

Resolution No. 2015-467

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

That Council supports in principle the Business Alliances program presented by RDÉE Ontario and AFMO;

That Council declines the invitation to send Council delegates as part of the Trade Mission to France; and

That Council directs the Economic Development Officer to ensure that local/regional businesses in the mining supply and service sector are aware of the opportunities offered by the RDÉE Ontario/AFMO Trade Mission.

**Carried**

**i) Administrative Report No. CGP-036-2015 – Disposal of Land – 69 Railway Street – Rutledge Laneway**

Resolution No. 2015-468

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-036-2015;

That Council declares the laneway described as: PIN Part 61354-0443 Part of lane abutting Lots 68-73, Plan M-71 N.B. Part 1 on Plan 54R-5861; City of Temiskaming Shores, District of Timiskaming surplus to the City's needs;

That Council directs staff to prepare the necessary by-laws to Stop up and Close the laneway and transfer ownership to Susan Rutledge for consideration at the August 4, 2015 Regular Council meeting;

That Council agrees to retain George Kemp, Solicitor with Kemp Pirie and pay all legal and land titles costs for registration of the road closing by-law and for the transfer of the land to the abutting property owner at 69 Railway Street.

**Carried**

**j) Administrative Report No. CGP-038-2015 – Zoning By-law Amendment ZBA-2015-05 (D) – Pro-Nor Developments (T. Shores) Ltd.**

Resolution No. 2015-469

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

That Council agrees to amend the provisions of the Township of Dymond Zoning By-law 984 to permit zone change from General Industrial (M1) to Shopping Centre Commercial Exception 1 (C2-E1) with the addition of a motel as a permitted use; 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 September 1, 2015 Regular Council meeting.

**Carried**

**k) Memo No. 005-2015-CS – Various Agreements with Jarlette Ltd. – 100 Bruce Street**

Resolution No. 2015-470

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2015-CS;

That Council directs staff to prepare the necessary by-law for the purchase of Part 1 on Plan 54R-5747 from Jarlette Ltd. for the construction of a Cul-de-Sac on Bruce Street;

That Council directs staff to prepare the necessary by-law for the sale of Parts 3, 4, 5, 9 and 10 on Plan 54R-5747 to Jarlette Ltd. for future expansion; and

That Council directs staff to prepare the necessary by-law for an Easement Agreement with Jarlette Ltd. for the maintenance of a municipal watermain – 100 Bruce Street.

**Carried**

**l) Memo No. 006-2015-CS – Amendments to By-law No. 2012-101 – Traffic By-law**

Resolution No. 2015-471

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2015-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-101 (Traffic by-law) to incorporate various stop signs and remove the crosswalk at the Haileybury Public School for consideration at the August 4, 2015 Regular Council meeting.

**Carried**

**m) Memo No. 007-2015-CS – ATV Amendments**

Resolution No. 2015-472

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

That Council directs staff to provide notice of a public meeting for the purpose of proposed amendments to By-law No. 2009-023 being a policy for the use of Off-Road Vehicles within the City of Temiskaming Shores to be held at the September 1, 2015 Regular Council meeting; and

That Council directs staff to obtain feedback from the Police Services Board on the proposed amendments.

**Carried**

**n) Supplemental Administrative Report No. CS-023-01-2015 – Delegation of Powers**

Resolution No. 2015-473

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Supplemental Administrative Report No. CS-023-01-2015; and

That Council hereby approves the modifications to By-law No. 2015-141 and agrees to consider Third and Final Reading of By-law No. 2015-141, as modified, at the September 1, 2015 Regular Council meeting.

**Carried**

**o) Administrative Report No. PPP-009-2015 – False Alarm By-law Revisions**

Resolution No. 2015-474

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-009-2015; and

That Council directs staff to prepare the necessary by-law to adopt a new False Alarm Reduction By-law and Repeal By-law No. 2007-169 for consideration at the September 1, 2015 Regular Council meeting.

**Carried**

**p) Memo No. 010-2015-PW – Assumption of Primary Services for the Lorne Avenue Subdivision**

Resolution No. 2015-475

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. 010-2015-PW; and

That Council directs staff to prepare the necessary by-law for the assumption of Primary Services for Lorne Avenue for consideration at the August 4, 2015 Regular Council meeting.

**Carried**

**q) Memo No. 011-2015-PW – Request for additional Waste Collection – Cobalt-Haileybury Curling Club**

Resolution No. 2015-476

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 011-2015-PW; and

That Council hereby denies the request from the Cobalt-Haileybury Curling Club for additional waste collection services.

**Carried**

**r) Administrative Report No. PW-045-2015 – LED Street Light Installation**

Resolution No. 2015-477

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract to Miller Maintenance for the installation of our LED street lights, as detailed in Request for Proposal PW-RFP-008-2015 for a total upset limit of \$146,115 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the August 4, 2015 Regular Council meeting.

**Carried**

**s) Memo No. 003-2015-RS – Healthy Kids Community Challenge Transfer Payment Agreement**

Resolution No. 2015-478

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

That Council direct staff to prepare the necessary by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long Term Care - Healthy Kids Community Challenge Program to a maximum of \$375,000 for consideration at the August 4, 2015 Regular Council meeting.

**Carried**

**t) Administrative Report No. RS-005-2015 – Waterfront Playground Parks – Accessible Surfacing**

Resolution No. 2015-479

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the supply and installation of rubberized accessible playground surfacing at Algonquin Beach Park, Mini-Putt, Camsell Park and Harborfront Park to Ure-Tech Surfaces Incorporated for a total upset limit of \$209,129.91 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the August 4, 2015 Regular Council meeting.

**Carried**

**u) Administrative Report No. RS-006-2015 – Ontario Municipal Cycling Infrastructure Program – Expression of Interest**

Resolution No. 2015-480

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-006-2015; and



That Council directs staff to submit an Expression of Interest to the Ministry of Transportation Ontario Municipal Cycling Infrastructure Program in the amount of \$325,000 with the municipality designating \$214,750 in the 2016 and 2017 municipal Capital Budget towards the project and the South Temiskaming Active Travel Organization donating \$214,750 towards the project.

**Carried**

**17. By-laws**

Resolution No. 2015-481

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2015-156 Being a by-law to enter into an Encroachment Agreement with Timothy Charles Richer and Wilhelmina Frances Richer owners of the Subject Property – 465 Lakeshore Road North – Part 5 on Plan 54R-1614 – Roll No. 54-18-010-008-079.00

By-law No. 2015-157 Being a by-law to enter into an Easement Agreement with Richard Graves – Municipal Storm System – 370 Agnes Avenue

By-law No. 2015-158 Being a by-law to enter into an Easement Agreement with Marjolaine and Raymond Lantaigne – Municipal Water and Sanitary – 469 Lakeshore Road North

By-law No. 2015-159 Being a by-law to enter into a Land Lease Agreement with Andrea Leis and Jason Leis for the use of municipal owned land for the storage of landscaping materials

By-law No. 2015-160 Being a by-law to adopt a Procedural Policy for the Disposal of Real Property

- By-law No. 2015-161 Being a by-law to enter into an agreement with Markey Consulting to provide event management services for the Northern Ontario Showcase event Prospectors and Developers Association of Canada (PDAC) – 2016, 2017 and 2018 Conventions
- By-law No. 2015-162 Being a by-law to enter into an agreement with Ure-Tech Surfaces Incorporated for the supply and installation of rubberized accessible playground surfacing at Algonquin Beach Park, Mini-Putt, Camsell Park and Harbourfront Park
- By-law No. 2015-163 Being a by-law to amend By-law No. 2015-012 being a by-law to authorize the execution of an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Trade and Employment for the completion of the Certified Site Program **East side** of Hawn Drive within the City of Temiskaming Shores
- By-law No. 2015-164 Being a by-law to amend By-law No. 2015-013 being a by-law to authorize the execution of an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Trade and Employment for the completion of the Certified Site Program **West side** of Hawn Drive within the City of Temiskaming Shores
- By-law No. 2015-165 Being a by-law to authorize the Purchase of Land from Jarlette Ltd. for the construction of a Cul-de-Sac on Bruce Street south of Algonquin Avenue
- By-law No. 2015-166 Being a by-law to authorize the Sale of Land to Jarlette Ltd. being Parts 3, 4, 5, 9 and 10 on Plan 54R-5747 on Bruce Street

- By-law No. 2015-167 Being a by-law to enter into an Easement Agreement with Jarlette Ltd. – Municipal Watermain – 100 Bruce Street
- By-law No. 2015-168 Being a by-law to Stop up and Close a Highway being the laneway described as Part 1 on Plan 54R-5861 abutting Lots 68 to 73 on Plan M-71 N.B. – PIN 61354-0443
- By-law No. 2015-169 Being a by-law to authorize the Sale of Land to Susan Rutledge (laneway described as Part 1 on Plan 54R-5861 abutting Lots 68 to 73 on Plan M-71 N.B. – PIN 61354-0443)
- By-law No. 2015-170 Being a by-law to enter into a funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-term Care to support Healthy Kids Community Challenge – File No. HLTC5047FL-2014-23
- By-law No. 2015-171 Being a by-law for the Assumption of Municipal Services for the Lorne Avenue Development
- By-law No. 2015-172 Being a by-law to amend By-law No. 2012-101 (Traffic By-law), as amended to recognize stop signs on Radley’s Hill Road, Hawn Drive and Dump Road as well as removal of the Crosswalk at the Haileybury Public School
- By-law No. 2015-173 Being a by-law to enter into an agreement with Miller Maintenance Limited for the installation of LED Street Light Fixtures and Fuse Kits at various locations within the City of Temiskaming Shores

By-law No. 2015-174      Being a by-law to enter into an agreement with P.A. Blackburn Limited for the preparation of a Certified Site Program Designation for the Dymond Industrial Park

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2015-482

Moved by:      Councillor Jelly  
Seconded by:    Councillor McArthur

Be it resolved that:

By-law No. 2015-156;  
By-law No. 2015-157;  
By-law No. 2015-158;  
By-law No. 2015-159;  
By-law No. 2015-161;  
By-law No. 2015-162;  
By-law No. 2015-163;  
By-law No. 2015-164;  
By-law No. 2015-165;  
By-law No. 2015-166;  
By-law No. 2015-167;  
By-law No. 2015-168;  
By-law No. 2015-169;  
By-law No. 2015-170;  
By-law No. 2015-171;  
By-law No. 2015-172;  
By-law No. 2015-173; and  
By-law No. 2015-174;

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

**Carried**

Resolution No. 2015-483

Moved by:      Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2015-175 being a by-law to authorize the Sale of Land to Eveline R. Gauvreau Ltd. being various lots within North Cobalt between Lakeview Avenue, Groom Drive, Maple Street and Mill Creek be given first and second reading.

**Carried**

Resolution No. 2015-484

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2015-175 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**18. Schedule of Meetings**

- a) Regular Meeting of Council – Tuesday, September 1, 2015 at 6:00 p.m.
- b) Regular Meeting of Council – Tuesday, September 15, 2015 at 6:00 p.m.

**19. Question and Answer Period**

***Ray Lafleur – 95 Georgina Avenue***

Mr. Lafleur requested further information in regards to Administrative Report RS-006-2015 Ontario Municipal Cycling Infrastructure Program – Expression of Interest.

Director of Recreation Services, Tammie Caldwell clarified the inquiries from Mr. Lafleur.

**20. Closed Session**

Resolution No. 2015-485

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council agrees to reconvene in Closed Session at 7:30 p. m. to discuss the following matters:

- b) Adoption of the July 7, 2015 – Closed Session Minutes;

- c) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of Land – Dawson Point Road – Confidential Administrative Report No. CGP-037-2015
- d) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – HR Update – July 2015

**Carried**

Resolution No. 2015-486

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council agrees to rise with report at 7:45 pm

**Carried**

**b) Adoption of the July 7, 2015 – Closed Session Minutes**

Resolution No. 2015-487

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that Council approves the June 16, 2015 Closed Session Minutes as printed.

**Carried**

- c) **Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition of Land – Dawson Point Road – Confidential Administrative Report No. CGP-037-2015**

Council provided direction to staff in closed session.

- d) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Human Resources Update – July 2015**

Staff undated Council in closed.

**21. Confirming By-law**

Resolution No. 2015-488

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2015-176 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **August 4, 2015** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2015-489

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2015-176 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**22. Adjournment**

Resolution No. 2015-490

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 7:47 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen



## Operation of Off Road Vehicles

- The operation of off-road vehicles (ORV's) is regulated through Ontario Regulation 316/03 *“Operation of Off Road Vehicles on Highway”* under the Highway Traffic Act.
- Schedule A of Ont. Reg. 316/03 is entitled *“Highways Prohibited to all Off-Road Vehicles”*
- Schedule B – *“Highways permitted to All-Terrain Vehicles, Multi-purpose Off-Highway Utility Vehicles and Recreational Off-Highway Vehicles”*





### Operation on Provincial Highways

Inspector Cecchini, on behalf of PSB provided the following comments with respect to Highways 11 and 65:

- Unless a highway is listed in either Schedule A or B then it is prohibited other than to directly cross;
- An ATV can operate **only** on a section of highway listed in Schedule “B”.

**Note:** Highway 11 within Temiskaming Shores is not contained within either schedule and Highway 65 W and 65 E is listed in Schedule B.



## **Conclusion:**

Can cross Highway 11 within Temiskaming Shores and travel on Highway 65 East and West in accordance with O. Reg. 316/03.

## **What about highways (roads) in Temiskaming Shores**

Article 4 in Part II of O. Reg. 319/03 states in part that an ORV can be driven on a highway or part of a highway in a municipality if:

- a. Municipal by-law permits the operation of the ORV;
- b. ORV driven during months or hours specified in by-law;
- c. Limit operation of ORV on a highway or part of a highway.



### By-law No. 2009-023 – City of Temiskaming Shores

- Limited to an ATV designed to carry a driver and no passenger;
- Permitted ATV's limited to tire inflation of no greater than 70 kpa (10 psi) defined as a Low Pressure Bearing Tire;
- Any ORV can cross a prohibited highway at an angle of 90 degrees;
- Low Pressure Bearing Tire ATV's allowed on any municipal highway; however prohibited from operating on *Prohibited Highways* (Appendix 01).
- Not permitted to operate within 100 m of any school (8 am to 9:30 am and 3 pm and 4:30 pm) from September 1 to June 30;
- Someone living within 100 m of a school may operate to access residence.



## Increased access for ORV's







Ontario Regulation 135/15 modifies the *Operation of Off Road Vehicles on Highways* by permitting additional types of ORV's on highways.

By-law No. 2009-023 is proposed to be amended in order to coincide with these enhancements.

# ORV Access Enhancements



## OFF-ROAD VEHICLE TYPES

CURRENTLY PERMITTED ON-ROAD	
	A single-rider all-terrain vehicle (ATV) is designed to travel on four low-pressure tires, having a seat designed to be straddled by the operator, handlebars for steering control and must be designed by the manufacturer to carry a driver only and no passengers.
PERMITTED ON-ROAD AS OF JULY 1, 2015	
	A two-up ATV is designed, and intended for use by an operator or an operator and a passenger. It is equipped with a seating position behind the operator designed to carry only one passenger.
	A side-by-side ATV has two abreast seats, typically built with a hood, and uses a steering wheel instead of a motorcycle steering handlebar.
	A utility terrain vehicle (UTV) has similar characteristics to a side-by-side ATV, but typically also features a box bed. UTVs are generally designed for utility rather than for the recreational purposes.
NOT PERMITTED ON-ROAD	
	An off-road motorcycle (ORM) is one of the few ORVs manufactured and sold in Canada with a Canadian Motor Vehicle Safety Standard (CMVSS) intended to be applied to it. Unlike the ORVs above, no industry manufacturing standard exists for ORMs.
	While not limited to amphibious ORVs like the ARGO ATV, some models of side-by-side ATVs and UTVs may also fall within a category of larger ORVs that may have six to eight wheels and accommodate more than four passengers. Amongst other concerns, ministry staff have expressed concerns that it will be difficult to accommodate such a large vehicle footprint on a shoulder.



### Proposed Amendments to By-law No. 2009-023

- Replace the definition for **All-Terrain Vehicle** to coincide O. Reg. 135/15;
- Remove the definition **Low Pressure Bearing Tire** and all references to it as O. Reg. 135/15 refers to tire pressure at manufacturer's recommendations;
- Add a definition for **Multi-Purpose off-highway utility vehicle** to coincide O. Reg. 135/15;
- Add a definition for **Recreational off-highway vehicle** to coincide O. Reg. 135/15;



## Proposed Amendments to By-law No. 2009-023

Delete Section 3.1 **Prohibited Highways** and replace 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.



### Proposed Amendments to By-law No. 2009-023

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*.



# ORV Access Enhancements

## Prohibited Highways

	Highway	From	To
	Armstrong Street North	Highway 65 East	Whitewood Avenue
	Armstrong Street South	Whitewood Avenue	Cedar Street
Remove	<del>Drive In Theatre Road</del>	<del>Crystal Crescent</del>	<del>Highway 11</del>
	Ferguson Avenue	Blackwall Street	Browning Street
Remove	<del>Golf Course Road</del>	<del>Highway 11</del>	<del>Highway 65 West</del>
Remove	<del>Hessle Street</del>	<del>Armstrong Street North</del>	<del>ESCSM</del>
Remove	<del>High Street</del>	<del>Shepherdson Road</del>	<del>Whitewood Avenue</del>
Remove	<del>King Street</del>	<del>Carter Boulevard</del>	<del>South Limit (Coleman Twp.)</del>
Remove	<del>Lakeview Avenue</del>	<del>King Street</del>	<del>Mill Creek</del>
	Lakeshore Road North	Radley Hill Road	Paget Street
	Lakeshore Road South	Browning Street	Radley Hill Road
Modify	Main Street	Farr Drive	<del>Browning Street</del> <b>ONR underpass</b>
	Paget Street	Lakeshore Road North	Dymond Street
	Rorke Avenue	Main Street	Carter Boulevard
Remove	<del>Shepherdson Road</del>	<del>Radley Hill Road</del>	<del>High Street</del>
Remove	<del>West Road</del>	<del>Browning Street</del>	<del>Highway 11</del>
Modify	Whitewood Avenue	May Street	Highway <del>11</del> <b>65</b>



## Notice of Public Meeting

Notice placed in Community Bulletin, posted on website and facebook;

## Comments received to date

- Remove Paget St: Spruce to Dymond from prohibited list;
- Remove Armstrong (Wabi Bridge) from prohibited list to permit access to either side of town separated by Wabi River;
- If higher traffic volumes a concern limit access at certain times.

# LITERACY COUNCIL OF SOUTH TEMISKAMING

ESSENTIAL SKILLS FOR LIFE, WORK, AND PLAY.

The Literacy Council of South Temiskaming exists to provide help to all area adults with English language literacy needs. This help will be free-of-charge to the learner, confidential, and centered upon identified needs. Our services will respect the individual and will be strongly community-oriented.

# PHILOSOPHY

Although there is no formal consensus on the definition of literacy, we believe that it is more than just being able to read and write. Our purpose is not only to help adults develop the reading and writing skills necessary to meet their specific objectives, but also to help create a learning environment that enables students to find their own voice – and then be heard.

We are a volunteer-based organization that provides literacy tutoring on a one-to-one basis and in small groups. Students are encouraged to state their own goals and help staff develop a personalized training plan that enables them to work towards these goals. A goal can be anything from enrolling in a trades training course to helping a child with his/her homework. Learning how to set a goal may also be a goal in itself.

No one can be “taught” to read and write. As literacy practitioners, we can act as guides to learning, giving students the tools, experience and materials necessary for their own learning. Ultimately, however, everyone is responsible for his/her own learning.

We believe that success leads to more success. Every lesson should leave the student with some knowledge that he/she didn't previously possess. This could be discovering the meaning of a new word or finishing a book for the first time.

People learn best in a situation where they are respected and encouraged to reach out and discover. Believing in a student's ability will give him/her the confidence to make progress and ultimately achieve his/her goals.



# HOW DO WE DO WHAT WE DO?

*From intake assessment to exit and follow-up*



# ASSESSMENT

We start the process with an intake assessment that evaluates writing, reading comprehension, document use, vocabulary, and math skills. We also look at physical and medical challenges that may affect the ability to learn. Job histories are taken as well as documenting hobbies and skills. Once the assessment is completed, we develop a training plan that identifies the long term goal of the client and focuses on the essential skills required for identified tasks. The assessment is free of charge.

Sometimes our assessment shows that the learner would be better suited to another agency and then we would refer them to that service.

Following assessment we now have a one month probationary period. During this period we track attendance and progress. We meet with the learner at the end of this period and decide if the individual is serious about learning and has the supports in place to succeed with upgrading.



# TRAINING

We now have a learner who has been assessed and has a goal. We look at the essential skills required to achieve that goal and break this down into teachable chunks. We track progress with completed demonstrations, milestones tasks once a cluster of related skills have been mastered, and tests which punctuate our adult text books.

**We can:** utilize text books, on-line learning, computer programs such as Aztec and Skills Tutor, computer training, group classes and individual tutoring to teach the essential skills required to reach the final goal of independence, apprenticeship, secondary school credit, or postsecondary education. We offer flexible schedules, personalized learning plans, and a relaxed atmosphere to facilitate learning.

**We can't:** motivate an individual who does not want to learn and is not willing to make some effort. If the learner can't keep a schedule and work towards a goal then we can't help them. We also can't work with anyone who has uncontrolled mental health or addiction issues. We also can't keep a learner who shows up but is unwilling to work.

# TRANSITION

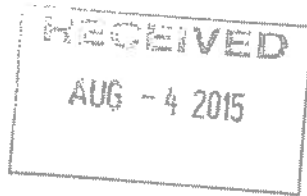
When an individual has learned all the essential skills and mastered the tasks required for their goal path, they are ready for transition. If they are college bound, we would arrange a visit with the upgrading center at Northern College. If the goal is employment, we would assist them in a job search, by helping them prepare a current resume and cover letter, act as a reference and sometimes arrange a volunteer placement to get some experience.





# FUNDRAISING

We are funded by the Ministry of Colleges, Training, and Universities to provide our free services. Unfortunately, we do not receive enough funding to buy our learner supplies, service and replace our computers, and purchase the text books we require to deliver our program. To this end, we hold our annual Hilda Fowke Memorial Spelling Bee at Riverside Place in September to celebrate International Literacy Day. We raise money through the dinner we serve, the silent auction, and the ten or so teams of three spellers each who raise a minimum of \$150.00 per team and through sponsorships.



Mr. Bruce Tomlin  
Box 301  
North Cobalt, Ontario P0J 1R0

July 30, 2015

Councillor Danny Whalen  
P.O. Box 2050, 325 Farr Drive  
Haileybury, Ontario P0J 1K0

Dear Councillor Danny Whalen:

I am writing this letter because I am a very concerned citizen.

First let me thank you for your public service. Not everyone is willing to put themselves forward to serve and not all who do would win the confidence of the public. So belated congratulations.

Huge responsibility falls upon those running a whole city, especially following a recent government seemingly fueled by ego, arrogance and incompetence; squandering a fortune of city funds. The city survived mostly because the losses were spread over all tax payers, and a more fiscally responsible follow on group, of which you may have been a part. Thank you for that also.

Before I get to my concern, I'd like to explain a little about who I am so you can evaluate whether what I express is worth a thought. I arrived in the area 25 years ago with a very broad background of life experience. Since my arrival I have done some financial services, did some construction, did some farming, owned and ran a cleaning company, and have been a landlord. I have owned property in this town since 1997 and have paid way more than 100K in taxes. Except for a few permits and inspections the only time I have contacted the town is to find out where the pipe is broken and when I might hope for water. I contacted the police twice to stop a crime. Now I am retired and some would, I think, consider me a quiet responsible resident. I stayed here and made it home for dozens of reasons, all by choice. The natural beauty, the diversity of the people, the hunting and fishing, and history, just to name a few.

One geopolitical site I was looking at one day referred to us here as a pocket of civilization in the wilderness. I sense that this potentially beautiful little pocket of civilization is about to rip itself apart in bitterness and anger. I have seen something like this happen in another town I owned property in many years ago. It got squared around, but it took ten years. I don't have ten years and do not want to witness that again.

I think it started out with amalgamation and a new city hall. There started to be an undercurrent of desire to make this Toronto North. Rather than respect and support the uniqueness and needs of our people, city began hiring out of town experts, seemingly competent or not. The idea I guess was to whip we hillbillies and bumpkins into sophisticated modern citizens worthy of the new city temple! For the sake of making my point may I pose a few questions? Where in all of Toronto could you find a club where doctors and lawyers and carpenters and farmers and janitors, etc, enjoy socializing and competing together in clubs such as our curling and golfing clubs? This is bad? Sorry. Where a carpenter's helper or an apprentice mechanic or a grocery store clerk could ever even hope to own their own home, like we see here? Oh, that's bad too! Sorry! In our little backwater, if you don't know someone, you almost certainly know someone who does and for the most part care about each other. Maybe that is not good either, what do I know! I know this: I've always worried a little that Torontonians might find out about what we have here and overwhelm us. Most of them would salivate at the possibility to have half our lifestyle! Probably less than 20 minutes from anywhere in the city to hunting, fishing, boating, camping, skiing, swimming and on and on, and no traffic jams and not even a parking problem. Our citizens even have the possibility of coming home from work, jumping on a sled or an ATV, and instantly accessing hundreds of miles of trails, at least until you bylaw that away, because Toronto does not have that. When I mentioned sports before, I left out hockey because it's too expensive for many. We do have it, and it's very good, but out of reach for most. The city could help with that I think but they have more pressing issues like plastic shelters I guess. So, as I am sure you anticipated, I have arrived at my concern. Do we have issues? Yes, we sure do. Mostly old and deteriorating infrastructure and a plague of temporary shelters almost too terrifying to contemplate.

In my view they were a fad that would have already run its course. Out of the box they were cheap, flimsy and not very effective, and yes ugly as hell when placed near the street, in front of homes and on driveways. I wonder if even the owners who had those would not agree with what I just wrote. I wonder if they had been respectfully and diplomatically asked to remove them for the summer so a bylaw would not be needed, if they would have complied. Maybe that was tried and failed and I just don't know. What I do know is somehow people got angry and entrenched and things turned ugly and a terrible bylaw was passed, not specific to the problem but to all shelters in general. To make the argument of safety is so intellectually dishonest it doesn't deserve further comment. One would be far more likely to be injured by their patio umbrella. In my view bylaw 2012-084 is like calling out the fire dept. to put out a candle or calling out the army to clear an intersection of a ground hog! But now reason is gone, there is anger and pride and face and of course brute force all at play in place of that. From this point forward I will refer to our bylaw officer as dog or attack dog. That is disgustingly disrespectful but totally in keeping with the disrespect the city in general and he in particular showed me. The city clearly hired him to attack and in doing so he could have come to my door, introduced himself, and stated his purpose. He didn't have to I guess but it would have only taken a few seconds. I have little children living here. They play and sometimes camp out on my lawn. You give authority exceeding that of police to a man of whom I know nothing to tramp around on my property at will and without notice! Are you trying to get someone hurt or killed? He also could have had his name printed under his signature on the notice I received. More of this cities "I am really important and you are just another pain in the ass tax payer."

From experience this is how I would expect this to play out. Dog will identify a few, what he considers to be temporary shelters. The owners will receive what I believe are extortion notices. Some will comply; maybe, others will resist but considering the incredible power we have entrusted to you, most likely cannot win! Being bitter and angry some will rat out others not yet punished. That cycle will continue to a conclusion until now a larger group of offended will take note that many others seem to have sheds and shacks greater than the 100 sq ft rule instituted back in the dial phone party line times. In fairness that will have to be dealt with which is cycle two. Then comes the storage shed set back cycle. Do you get the picture yet? There is positively no up side to this, not any at all. None!

Of course you could stop this dead in its tracks. It is not too late until dog mails out the first order to remedy. You could abandon your faulty bylaw or cease to enforce it. You could re write it to make it reflect the original problem. You could listen to reasonable arguments as to why citizens feel a need to keep their shelters, such as not wanting to leave their possessions out on the lawn for theft or weathering. You could at least try to understand not all shelters are equal any more than a flea market watch is a Bulova. Most leaders have tasted a little crow and survived. George Custer wouldn't try it so take a lesson sincerely offered. Of course you could maintain your superior self righteous intransigence and wield the power we trusted you with.

Only a fool thinks he can beat city hall, you have all the power. Whether you have the people skills, life experience or I.Q., to wield it well, is yet to be determined.

I am too old sick and tired to fight city hall or anyone else willingly. After nearly 70 years I can tell you I have never picked a fight with anyone, neither have I ever run away from one! So in general principal, because you are wrong, I'll give it my best shot!

I have been physically ill since I got the registered letter on city letter head starting this disgusting farce. I find it to be offensive, factually inaccurate, and in my opinion a blatant attempt at extortion, framed in what appears to me to be an attempt to bring in the Ontario building code for legitimacy. As if that serious organization would have any interest in plastic shelters.

I do NOT have a temporary shelter on my property. What I do have is a tent under 600 sq ft, with the proper off set as proscribed by the very code you toss around like a sledge hammer. For what it is worth for you to know, it predates your faulty bylaw by five years which in itself puts a lie to temporary.

Now that we have disrespected each other sufficiently there are some facts that remain. You are a public servant by your own choice and I am a resident by mine. I have paid a lot of taxes and resent every penny wasted as in this case. This is bullshit.

At this point I am going to politely ask, but fully expect to receive, soonest, from city the following:  
1. An exact definition of a temporary shelter as pertains strictly and specifically to bylaw 2012-084.

2. The date, specifics and number of the bylaw authorizing the hiring of a bylaw officer who has access to my property.
3. The job description and required qualifications for a bylaw officer with such authority.

All I expected from this city was to be able to retire peacefully and eventually die in conflict with no one. To me personally the most offensive part of this debacle is; leaders bringing us to the point of disaster and then trying to pass off responsibilities to other jurisdictions, presumably Toronto, whose only similarity is that it is on a lake and people live there! Gives a whole new meaning to local government, don't you think?

If the foregoing has not made my point, it cannot be made by me. Please do not disregard the requests made herein. I believe you owe me that!

If a notice to remedy is delivered to me I will post this letter on the internet, just so you know.

Respectfully,

A handwritten signature in black ink, appearing to read 'Bruce Tomlin', with a long horizontal flourish extending to the right.

Bruce Tomlin

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POJ 1K0

**North Bay - Timmins  
Campus**

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New Liskeard, ON  
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**London - Sarnia  
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6199 First School Road  
RR#8 Warwick Township  
Watford, ON  
NOM 2S0



"Registered as a  
Private Career  
College under the  
Private Career  
Colleges Act, 2005."



RECEIVED

AUG 10 2015

August 10, 2015

Mayor Carmen Kidd and Council Members  
City of Temiskaming Shores  
PO Box 2050  
325 Farr Drive  
Temiskaming Shores, ON  
POJ 1K0

Dear Carmen and City Councillors:

Please review the letter sent to Andrew O'Reilly by my architect concerning the interpretation of the building code pertaining to containers.

As can be seen by the letter from Parallel Architecture this ruling from the B.C.C. was concerning a complex of containers.

These questions should be asked:

1. What about storage containers used during the construction of a building. Are employees at risk when they enter and exit the container?
2. Has there ever been an incident of failure of containers used as a storage facility?
3. Has anybody ever been hurt because of such a failure?
4. Will imposing such strict narrow interpretation on this municipality increase the cost of operating a business?
5. Would these increased costs be another factor in helping business owners in selecting the Harley Industrial Park versus the Temiskaming Shores location?
6. Why is the City of Toronto not interpreting the code in the same manner? Maybe it is because this is a non-issue.

I believe that this City's restrictive interpretation is indicative of a baseless culture of fear; fear that the City would get sued if a failure of the structure would occur.

This fear is baseless since businesses and homeowners require insurance for these eventualities. The City would not get sued.

This City does not understand the concept of risk management.

This type of interpretation only serves to increase cost to businesses.

Regards,

Yvan Chartrand  
Owner/Director

YC/tr

Encl.



7 August 2015

City of Temiskaming Shores  
PO Box 2050  
325 Farr Drive  
Temiskaming Shores, ON  
P0J 1K0

Att'n: Andrew O'Reilly, Building Inspector/By-Law Officer

Dear Sirs;

Re: **5<sup>th</sup> Wheel Training Institute**  
Containers

Further to our recent communication regarding the proposal to locate a container for storage on our client's lands, you have indicated that you would consider the container to be a *building* as defined by the Ontario Building Code. Your basis of this analysis is from a ruling from the Building Code Commission of 2004, related to a self-storage development in the Town of Georgina.

As each matter before the Building Code Commission ("BCC") is *de novo*, the Commission not being a Court of Law, it is our opinion that one ruling and interpretation does not apply in another case.

There are two salient matters in the ruling from the BCC in the Georgina ruling that are substantially different from that which our client is proposing.

Firstly, the site in the ruling appears to be entirely developed from shipping containers, and as such, correctly, raises other concerns related to public safety particularly with regard to egress and fire protection. Therefore, in the Georgina ruling, it is in the public interest that a series of containers be considered buildings, to ensure adequate measures for the protection of the public. Fifth Wheel Training Institute is not using the containers for any commercial purpose, other than for the storage of their own materials, and access to the public is not an issue. Secondly, the ruling relates to multiple containers, or a complex of containers, which again raises issues that rightly should be governed by the code. Fifth Wheel Training Institute is proposing not a complex of containers, but merely one.

It is clear that the Chief Building Official is responsible for the interpretation of the Building Code. If each municipality were to take the Georgina ruling at its face value, in the shipping container argument, port lands with numerous containers in stacked and arrayed configurations, would also be subject to a building permit. This, as we are sure you concur, is not the case.

**Parallel Architecture Inc.**  
639 Queen Street East, Suite 300  
Toronto, Ontario, M4M 1G4  
T: 416.924.3237

City of Temiskaming Shore, Mr. Andrew O'Reilly  
5<sup>th</sup> Wheel Training Institute  
6 August 2015

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The intent of the Building Code Act, and the Ontario Building Code is for the protection of the public and to ensure that certain standards be applied uniformly and consistently. To this end, the Code is broad in its framing to allow the Chief Building Official latitude when exercising reasonable good judgement.

Disputes with respect to interpretation lead to the Building Code Commission and each situation is interpreted on the merits of the situation. Accordingly, the Code is to be read against the backdrop of the situation to reflect the intent and objectives of the OBC.

In interpreting the Code, as you know, common sense in many ways prevails – a shipping container that is identical to one proposed on the flat bed of a truck would not draw a definition of building in all likelihood. However, a complex of shipping containers, linked together where the public is storing their goods, and is provided access would likely draw that definition.

The ruling of the Building Code Commission in the Georgina matter was proper as it sought to deal with a complex of shipping containers that formed a larger commercial enterprise under which the safety of the public was in question. The technicalities of what they were made of and their size were not really at issue, but rather the intent of Code was to provide a measure of safety for the public in an arrangement of a number of shipping containers, that created a complex. This was rightly construed to be a building and subject to the Act and the Code.

The situation of placing a single container for exclusive use is very different, and should be looked at in that light. We draw your attention to the fact that if our client were to purchase multiple containers, with an area of 9.9m<sup>2</sup> each, and offer them to the public as storage, use of the ruling and a strict interpretation of the Act and Code would suggest a Building Permit not be required. Good application of the Code however, would suggest that such a complex of them creates a building. Conversely, good application of the Code would suggest that this is not a complex of structures that creates a building, and as such, a single shipping container on a site does not require a Building Permit in our opinion. A shipping container on a highway is designed to safely secure the goods within, there is no personal occupation of the structure, so the guiding principles of the Code are not at issue.

Your reconsideration of this position and response would be greatly appreciated.

Yours sincerely,  
Parallel Architecture Inc.



Stephen Mak, OAA

C: Mr. Yvan Chartrand, 5<sup>th</sup> Wheel Training Institute Inc.



RECEIVED  
AUG 08 2015

EDF EN Canada inc  
1134, rue Ste-Catherine Ouest, bur. 910  
Montréal (Québec) H3B 1H4  
Tél. 514.397.9997

Mr. Mayor and the Municipal Council  
City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury, ON, P0J 1K0

August 4<sup>th</sup>, 2015

Dear Mayor, Dear Councillors,

Following our last letter and the Notice of Public Community Meeting that we sent you a few weeks ago, we would like to give you an update on our Friday Lake Wind Energy Centre project and provide you with some of the documentation that we have been working on.

**Evolution of the proposed Site:**

First, please note that the Project area, or **proposed Site**, has evolved since our last communication. As you will see in the attached map, it is **now located both in Lorrain and South Lorrain Townships, on both sides of the Montreel River**, with a potential overhead Connection Line running from the southern portion to the northern portion of the Site up to the proposed Point of Interconnection located along Highway 567.

**Preliminary Stage:**

It is very important to stress that **the proposed Site is, at this stage, a very preliminary** envelope for which we plan to do **more consultation** and have experts do **extensive studies** on natural resources, cultural heritage and archaeology, geotechnical conditions etc. before we get into defining turbine positions. Indeed, we do not expect construction to start before the end of 2018, nor operations to start before the end of 2019.

On September 1<sup>st</sup>, the project will be submitted to the IESO to hopefully win a power purchase contract, e.g. an output for the renewable energy it will produce. Only after it has been awarded a contract, the project will get into a detailed development phase where all these expert studies and more consultation with the community will take place, through the **Renewable Energy Approvals** process led by the government.

**Community Engagement Plan:**

We have attached our **Community Engagement Plan**, which explains these next steps and the associated **consultation and information tools** that we want to put in place to communicate with the community and take their feedback as an input to the project. **We have identified you as a local stakeholder** for this project and we hope that you will be interested in the Friday Lake Wind Energy Centre's development.

The **Public Community Meeting** that we will hold on **August 11<sup>th</sup> at the Haileybury Legion Hall** will be the very first large step we make to reach to the whole community. Indeed, although we have reached to and met with some local stakeholders already, we believe that organizing this very preliminary open house will allow a larger population to learn about the project and get answers from our specialized team.

We would be very happy to see you there.

EDF EN Canada inc  
1134, rue Ste-Catherine Ouest, bur. 910  
Montréal (Québec) H3B 1H4  
Tél. 514 397 9997

**Site Considerations Information:**

The second document that we have attached is the **Site Considerations Report**. This is a document that we will submit to the IESO on September 1<sup>st</sup> within our main Proposal. It highlights the high-level constraints (infrastructures, waterbodies, watercourses, Crown land leases and private lands, etc.) that we have identified so far in the area and that have allowed us to define more precisely the Site boundaries that we have presented. Following local feedback these last months, we have also considered additional constraints such as abandoned mines, active and pending mining claims, and setbacks to houses and Highway 567. All these constraints, and more, will be analyzed more deeply after the project is awarded a contract.

We look forward to hearing from you on this Project, hopefully meeting you at our Public Community Meeting, and we remain at your service for any additional information. Please contact the Friday Lake Developer Nathalie Jouanneau at [nathalie.jouanneau@edf-en.ca](mailto:nathalie.jouanneau@edf-en.ca) and 514-397-9997 #134 should you have any question.

Sincerely,



Stéphane Desdunes  
Director, Development

Attachments:    Proposed site and proposed Connection Point map  
                         Community Engagement Plan  
                         Site Considerations Information

Ministry of Energy

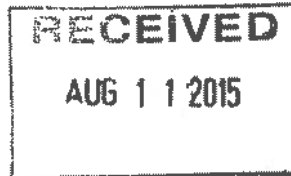
Office of the Minister

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Ministère de l'Énergie

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MC-2015-1641

August 5, 2015

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

Dear Mayor Kidd:

In advance of the upcoming AMO conference in Niagara Falls, I am pleased to provide you with the 2015 *Renewable Energy Development in Ontario: A Guide for Municipalities*, an update to the guide that was first published in 2011. The goal of this guide is to provide municipalities with a clear understanding of the renewable energy development process and their role in that process.

Building clean, reliable and affordable energy in a way that respects communities is a top priority for Ontario. The province is working with municipalities and renewable energy project developers to help ensure that cost-effective and well-supported projects are developed. We're doing this by providing you – Ontario's municipalities – with a stronger voice in the development of large renewable energy projects.

When municipalities play an active role in the renewable energy development process, they help to ensure that projects meet community needs. The Large Renewable Procurement (LRP) program and the updated Feed-In Tariff (FIT) program each require their support for proposed projects. The FIT program also gives priority to projects with greater than 50 per cent municipal ownership.

To facilitate active municipal involvement in the renewable energy development process, this updated guide explains key changes introduced under the LRP and FIT programs, provides an overview of the regulatory approval processes involved in renewable energy development, and describes the role that municipalities can play in these processes.

If municipal staff have any questions or comments, please have them contact the Ministry of Energy's Renewable Energy Facilitation Office (REFO) by phone at 1-877-440-7336 (416-212-6582 within the GTA) or by email at [REFO@ontario.ca](mailto:REFO@ontario.ca) and an advisor will be pleased to help.

We look forward to working with you to ensure Ontario's continued success.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Chiarelli".

Bob Chiarelli  
Minister

Enclosure

News Release – August 10, 2015

## Ontario Community Hubs Action Plan Released

### Strategic Framework Provides a Roadmap for Public Spaces to Better Serve Communities

Office of the Premier

Premier Kathleen Wynne's Community Hub Framework Advisory Group has released a report to guide the creation of community hubs. The report, *Community Hubs in Ontario: A Strategic Framework and Action Plan*, is an important first step towards bringing services together and using spaces to better serve Ontarians. Community hubs are part of the Premier's vision for making the province the best place to work, live and raise a family.

The Advisory Group's action plan lays out eight overarching recommendations, which the province has accepted and will begin to implement, including:

- Creating a provincial lead for community hubs
- Fostering integrated service delivery
- Developing a provincial strategy for public properties
- Removing barriers and creating incentives
- Supporting integrated and long-term local planning
- Ensuring financial sustainability
- Increasing local capacity
- Evaluating and monitoring outcomes.

A community hub can be a school, neighbourhood centre or other public space that offers co-ordinated services such as education, health care and social services.

The Premier appointed the Advisory Group, chaired by Special Advisor Karen Pitre, last spring. To inform its recommendations, the Advisory Group heard from more than 350 organizations and held over 70 meetings with stakeholders, including sector organizations, local service providers across the province and provincial ministries. Input was also gathered through an interactive Community Talk website, which received over 6,000 hits, and an online survey, which garnered over 400 responses.

Communities and stakeholders across Ontario are encouraged to continue to provide input on the implementation of the recommendations.

Supporting the evolution of community hubs to provide high-quality and accessible community services is part of the government's four-part plan to build Ontario up. The plan includes investing in people's talent and skills, making the largest investment in public infrastructure in the province's history, creating a dynamic and innovative environment where business thrives, and building a secure retirement savings plan.

## Quick Facts

- In the Throne Speech and her mandate letters to several ministers, the Premier identified the development of a policy on community hubs as a priority for the Ontario government.
- During the engagement process, the Advisory Group identified close to 60 community hubs that are already established or in the planning stages in rural, suburban and urban neighbourhoods across Ontario.
- The Premier's Community Hub Framework Advisory Group is comprised of individuals from a cross-section of community, municipal, health care and education sectors.

## Additional Resources

- Read [Community Hubs in Ontario: A Strategic Framework and Action Plan](#)
- [Comment on the recommendations and next steps](#)
- [Read more about Karen Pitre, Chair of the Advisory Group](#)

## Quotes

“I want to thank our Special Advisor, Karen Pitre, and the Advisory Group for their ongoing efforts to develop a community hubs framework. Our government is fully supportive of the recommendations laid out in this report, and we will continue to work with our partners and stakeholders to transform public service delivery to better meet the needs of Ontarians.”

Kathleen Wynne, Premier of Ontario

“Community hubs are about bringing services together to better serve people and the communities they live in. This report reflects ideas and insights from hundreds of people and organizations across Ontario. There is a high level of engagement around community hubs and I look forward to working with the province and communities on implementing these recommendations.”

Karen Pitre, Special Advisor on Community Hubs

**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**

88 RIVERSIDE DRIVE  
KAPUSKASING, ONT  
P5N 1B3  
TEL: 705-337-4257  
FAX: 705-337-1741

August 13, 2015

To all Councils of Town/Township Involved  
with the Cochrane Timiskaming Waste Management Board

I am writing to all Municipal Council to seek approval of three important issues relating to the Cochrane Timiskaming Waste Management Board. Since the Board was dissolved December 31, 2014, Municipal approval is hereby requested.

Please have Council of your Municipality pass a resolution approving the three items discussed below and return to my attention a signed copy of the attached Memo and resolution at your earliest convenience. Approval is required in order to continue with the sale of Assets to North East Recycling Association.

- 1- Audited Financial Statements for the year ended December 31, 2013 were never formally approved by the Board and must be in order to satisfy the Accounting Firm. Each member Municipality must therefore approve same.
- 2- Audited Financial Statements for the year ended December 31, 2014 are now ready and must be approved prior to finalization. Since the Board no longer exist, Municipal approval is required.
- 3- The North East Recycling Association is offering \$200,000.00 to purchase all remaining assets of the Cochrane Timiskaming Waste Management Board. ( Northern Node Assets + Trucks ). I think this offer is reasonable considering the condition of the Trucks and loader and the evaluation of the building. I therefore recommend approving this sale.

I trust everything is in order, but should you require further details, please don't hesitate to make contact

Regards



Marc Dupont  
CO-Ordinator

Encl.

*News Release***Ontario Announces New Disaster Recovery Assistance Programs**

August 17, 2015

**Province to Better Support Individuals and Municipalities Following Natural Disasters**

Ontario is making it easier and faster for municipalities and individuals to get financial assistance following natural disasters.

Requests for provincial disaster assistance have doubled in the last five years and are expected to continue to rise due to climate change. As a result, the province is replacing the Ontario Disaster Relief Assistance Program with two new programs that will be more responsive to the needs of individuals and communities following a natural disaster.

The new Municipal Disaster Recovery Assistance program will help municipalities address extraordinary emergency response costs and damage to essential property or infrastructure like bridges, roads and public buildings, as a result of a natural disaster. Going forward, municipalities will be given four months rather than 14 days to assess costs and request provincial assistance, so that they have time to focus on emergency response after a disaster occurs.

The new Disaster Recovery Assistance for Ontarians program will provide faster assistance to individuals, small businesses, farmers and not-for-profit organizations who have experienced damage to, or loss of, essential property as a result of a natural disaster. The program will also do away with the current requirement for municipal volunteers to fundraise for matching provincial assistance.

The province will launch the new programs in early 2016. Municipalities may continue to access the Ontario Disaster Relief Assistance Program until the new programs come into effect.

Providing assistance after natural disasters 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 retirement savings plan.

**QUICK FACTS**

- The Ontario Disaster Relief Assistance Program was created in 1965 and provides support for municipalities, individuals, small businesses, farmers and non-profit organizations to respond to emergencies and replace essential property.
- Detailed information and eligibility criteria for the new programs will be made available in early 2016.
- The two new replacement programs were created after an extensive review of Ontario's current disaster recovery program.

**Ministry of  
Transportation**

Office of the Minister

Ferguson Block, 3<sup>rd</sup> Floor  
77 Wellesley St. West  
Toronto, Ontario  
M7A 1Z8  
416-327-9200  
[www.ontario.ca/transportation](http://www.ontario.ca/transportation)

**Ministère des  
Transports**

Bureau du ministre

Édifice Ferguson, 3<sup>e</sup> étage  
77, rue Wellesley ouest  
Toronto (Ontario)  
M7A 1Z8  
416-327-9200  
[www.ontario.ca/transports](http://www.ontario.ca/transports)



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

Dear Mayor Kidd:

I would like to congratulate the City of Temiskaming Shores on its successful application for funding through the Community Transportation Pilot Grant Program. Our government is committed to working with municipalities to invest in public transportation and healthy communities, and to support economic growth. Overall, since 2003, we have invested more than \$21.8 billion in public transit in Ontario.

We are pleased to be able to provide \$2 million through the Community Transportation Pilot Grant Program to support 22 municipalities that will work in collaboration with their community organizations to develop and implement coordinated transportation services that will leverage existing transportation services and promote the sharing of resources to increase capacity or improve service.

This program is part of the Ontario government's commitment to provide support to help seniors stay healthy and stay at home longer. It will also improve mobility options for people without access to their own transportation, including older citizens, persons with disabilities, youth, and low-income families and individuals. Many of these projects will help build capacity to better meet local transportation demand in communities where it is challenging to support transit service due to the size and/or density of the population.

The City of Temiskaming Shores is eligible to receive a grant of up to \$40,000.00 for the period of April 1, 2015 to March 31, 2017. Enclosed are two copies of the signed Transfer Payment Agreement for your records.



Ministry staff will be in contact with your municipal staff to arrange the transfer of funds.

If you have any questions regarding the Community Transportation Pilot Grant Program, please contact Olga Garces, Manager, Municipal Transit Policy Office at (416) 585-6312.

Sincerely,



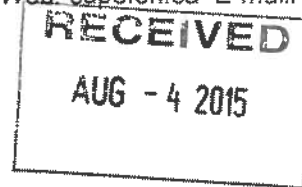
---

Steven Del Duca  
Minister

Encl.



80 Commerce Valley Drive, East., Suite 1  
Markham, ON L3T 0B2  
Phone: 905-739-9739 • Fax: 905-739-9740  
Web: [cupe.on.ca](http://cupe.on.ca) E-mail: [cupeont@web.net](mailto:cupeont@web.net)



August 1, 2015

To Ontario Mayors and Councils,

We are writing to ask you and your council to proclaim **Child Care Worker & Early Childhood Educator Appreciation Day, October 8, 2015**, a day of recognition for the many people who work providing child care in your community.

This year will mark the 15<sup>th</sup> anniversary of our awareness day that recognizes the education, skills, commitment and dedication of Early Childhood Educators (ECEs) and child care staff, and each year is proclaimed by municipalities and school boards across Ontario.

The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE) and other labour and community partners are asking that **Thursday, October 8, 2015**, be proclaimed as **Child Care Worker & Early Childhood Educator Appreciation Day** in accordance with the attached resolution.

Many groups are recognized by way of municipal resolution. Such a day allows us to acknowledge the important contributions of child care workers and ECEs. Our children, families and communities benefit from the work of child care workers and ECEs. *Child Care Worker & Early Childhood Educator Appreciation Day* allows us to highlight the important work of these professionals.

Even if your council does not issue official proclamations, there are many ways for your municipality to participate in this special day. Your council could sponsor a public announcement, display our posters and distribute our buttons. Many municipalities also organize events and contests for the day or have councilors or the mayor participate in events hosted by child care centres within the municipality. A list of ideas and examples is attached.

We would like to acknowledge those municipalities celebrating child care workers and ECEs across Ontario on October 8<sup>th</sup>, 2015. Let us know whether your municipality is participating in the recognition day and we will add your municipality to our list of proclamations. Please direct any correspondence on proclamations and/or celebration activities to the attention of Lori-Ann Tanzola, by mail: CUPE, 80 Commerce Valley Drive East, Markham, Ontario, L3T 0B2 or by fax at 905-739-4001.

Thank you for your consideration.

In solidarity,

A handwritten signature in black ink, appearing to read "Fred Hahn".

Fred Hahn  
President, CUPE Ontario Division

A handwritten signature in black ink, appearing to read "Sheila Olan-Maclean".

Sheila Olan-Maclean  
President, OCBCC

cc: CMSMs/DSSABs

**Ministry of the  
Attorney General**

Court Services Division  
Office of the Assistant Deputy  
Attorney General

2<sup>nd</sup> Floor  
720 Bay Street  
Toronto ON M7A 2S9

Telephone: (416) 326-2611  
Fax: (416) 326-2652

**Ministère du  
Procureur général**

Division des services aux tribunaux  
Bureau de la sous-procureure générale  
adjointe

2<sup>e</sup> étage  
720, rue Bay  
Toronto ON M7A 2S9

Téléphone: (416) 326-2611  
Télécopieur: (416) 326-2652



Our Reference # AC-2015-275

August 12, 2015

His Worship Carman Kidd  
Mayor  
City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, ON P0J 1K0  
municipality@temiskamingshores.ca

Dear Mayor Kidd:

I am writing to inform you that the Ministry of the Attorney General will increase Provincial Offences Act (POA) courts cost recovery rates for adjudication services and the monitoring and enforcing of the POA transfer agreements, effective January 1, 2016.

As you know, when POA responsibilities were transferred to municipalities between 1999 and 2002, they became entitled to the balance of POA fine revenues collected after the remittance of surcharges, special purpose fines and specific related costs incurred by the ministry. The related costs include costs for adjudication services and for monitoring the POA transfer agreements. Under the Act and the transfer agreements, the province is legally entitled to recover these costs.

While justice of the peace resources and their costs have increased dramatically over the past ten years, the adjudication cost recovery rate has not been updated since 2004. Similarly, the cost recovery rate for monitoring the transfer agreements has remained constant at 50 per cent of the ministry's costs since 2002. This means that the province has been subsidizing the municipal delivery of local court services for many years.

Given the province's fiscal situation, the ministry is no longer in a position to provide this subsidy. As a result, the ministry plans to increase the adjudication cost recovery rate from \$200 to \$300 per in-court hour, effective January 1, 2016. The ministry also plans to increase the monitoring cost recovery rate to reflect the full cost of delivering these services, effective January 1, 2016.

Starting in 2016, the ministry will annually review its justice of the peace and monitoring costs to determine if the cost recovery rates need to be adjusted.

We have been working with municipal stakeholders on a range of initiatives that will reduce municipal POA costs and improve municipal fine collection. We will continue these efforts to mitigate the expected impacts of the planned POA cost recovery updates.

If you have any questions or concerns please contact Jeremy Griggs, Senior Manager, Provincial Offences Act Unit at [Jeremy.Griggs@ontario.ca](mailto:Jeremy.Griggs@ontario.ca) or (613) 536-7253.

We value your continued partnership in delivering a fair and accessible justice system for all Ontarians.

Sincerely,

A handwritten signature in blue ink that reads "Lynne Wagner". The signature is written in a cursive, flowing style.

Lynne Wagner  
Assistant Deputy Attorney General  
Ministry of the Attorney General

c: Jeremy Griggs, Senior Manager, Provincial Offences Act Unit

RECEIVED

APR 24 2015

City of Temiskaming Shores

To whom it may concern,

I am the Culture days coordinator for the District of Temiskaming. As you may or may not know this event takes place every year the last weekend of September. The dates this year are Sept 26-28th.

Temiskaming Shores placed first in rural ontario last year with Engelhard in third place. The District tied for 9th with Durham County.

As of today I have over 50 events that are planned in the District with the majority of them being in Temiskaming Shores.

I am writing to request that the Mayor or representative of the city read a proclamation declaring Culture Days open in Temiskaming Shores.

I have a template that is prepared by Culture Days (Ontario Arts Council) that I will provide.

I hope that you will give careful consideration to my request.

Yours truly,  
Pam Mackenzie  
Culture Days Coordinator

August 15, 2015

The City of Temiskaming Shores

Petition to remove the City Transit route off of Browning Street.

To Whom It May Concern:

Now is the time to incorporate the Temiskaming Shores City Transit Bus Route directly into the new Haileybury Northern College Student Residence footprint and off of Browning St. where it serves no purpose and we are already inundated with traffic as our street is used as a parking lot for the many activities the church offers on a regular basis. Not to mention the endless public works vehicles going up and down the street at all hours. We did not buy our houses on a bus route.

The student residence construction is nearing completion. Now is the perfect time to make this happen. The bus can turn as it always has onto Latchford St and go directly into the college just before the residence building, drive behind it and exit on the existing College driveway. From there it can either turn right back onto Latchford St or return to the previous route going down Florence St. and turning right on Rorke the way it had been travelling for years. High St in New Liskeard is included on the regular bus route and is an extremely steep hill, yet the bus is able to travel up this hill and back down again. There is no reason it can not continue down the minor decline on Florence Street. Another option is simply to return to the original route. Turning onto Latchford, stopping to pick up and drop off students on Latchford in front of the student rental houses. Then continue on its way down Florence and right on Rorke.

Furthermore, and most importantly, the students and their families pay a great deal of money to attend College here. They expect no less than a Safe, convenient transit route to get around town with their awkward grocery bags and heavy backpacks.

At the moment it is neither safe nor convenient. In fact it is the complete opposite. Not only has the bus stop been moved yet another block from the residence, but it has been relocated to the Rock Walk trail entryway. A dark, isolated corner backed by bush. I have lived here for fifteen years and will not walk with my large dog alone after dark on this trail let alone wait for a bus. Would you let your daughter or son wait at a stop like this?

Colleges and Universities all over the country accommodate their students by picking them up and dropping them off in a safe, convenient location on their campus properties. Students attending the Haileybury College expect no less.

We, the following residents of Browning Street, formally request that you consider this letter and re-route the transit through the College and off of our street.

Sincerely

*Michael Deane*  
the following

Petition to remove City Transit Route from Browning Street

Page 2

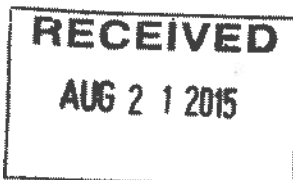
~~Melinda Ethier~~ <sup>JEAN or</sup> Melinda Ethier <sup>612-374</sup> 491 Browning St  
~~Daly & Arnett~~ Tanya + Jonathan Arnett 481 Browning St  
~~Idowee~~ T Dower 482 Browning St.  
~~Patti~~ Patti Orendon 498 Browning St.  
~~Chris~~ Christina Brier 497 Browning St.  
~~William Eden~~ WILLIAM EDEN 501 BROWNING ST.  
~~TRACY & Doug M<sup>o</sup> Vitlic~~ ARE AWAY + give me permission to sign ~~for them~~  
~~MRS. ANDERSON~~ 511 BROWNING ST. (they are away so I am unable to get their  
signature however we have discussed this issue  
and they agree about removing the bus  
from Browning St.)

City of Temiskaming Shores

City Hall

Planning Department

Attn. Karen Beauchamp



Vivian Hylands

P.O.Box 841

Cobalt ON P0J 1C0

August 17 20015

Dear Karen

Two concerns:

LED lights- about thirty years ago, a gentleman travelled, at his own expense, throughout Canada urging municipalities to use amber coloured lights in public lighting as research had shown that a softer shade of lighting reduced the CRIME factor. Is it possible to have reduced- glare LEDs ?

Library renovations to New Liskeard Public Library- please see my enclosures. I would like the Council to recognize this fact –

when the present library was built, it was a building to house BOOKS-

now libraries are built to house PEOPLE.

The consideration to renovate the present building is misguided. My suggestion is to put the current building up for sale and to build a new Centre. Because the present library is deemed historical, all repairs i.e. gutters must be of copper – the building will continue to be expensive to maintain and will not serve the information services requirements of the citizens. It might be possible to have the building delisted as historical but it will still not meet current information- accessibility requirements.

Sincerely

A handwritten signature in cursive script that reads "Vivian Hylands".

Vivian Hylands 679-8360

Encls.

Karen do you think it would help if I sent a copy of this letter to the Speaker?





**PRAZTEK CONSTRUCTION**  
GENERAL CONTRACTORS

BOX 1125 TIMMINS, ONTARIO P4N 7J3 T 705-264-7729 F 705-268-8165 WWW.PRAZTEK.COM

Karen Beauchamp, MCIP, RPP, CMO  
Director  
Community Growth & Planning Dept  
City of Temiskaming Shores  
Haileybury, ON P0J 1K0

**RE: RFP# CGP-001-2015**

Dear Karen,

As listed within your recent Request for Proposal #CGP-001-2015 the City of Temiskaming Shores wishes to increase the number of affordable and accessible housing units for small families, seniors and persons with living disabilities.

Since the release of your RFP, Praztek Construction and our team of Engineers, Architects and Quantity Surveyors have been assembling a plan to which we believe would best suit the site options the City has selected as well as best suit your community and the surrounding area.

Our proposed housing plan would fall under your schedule "C" Principles of Universal Design. Careful consideration has gone into the plan to meet the needs as expressed within your RFP which include affordability, energy efficiency and be a universal design. Best of all, our design is modular in nature as such that the design can be easily expanded upon to allow for future growth when the requirement exists.

At Praztek Construction, we have the experience, the right design team and the financial support to assist with this and future housing needs for the City of Temiskaming Shores.

With the recent completion of a new senior citizens facility for the City of Timmins and a new small families multi unit, multi building complex currently under construction, Praztek Construction is fully aware of the challenges each Northern Ontario city is exposed to and we are ready and willing to deliver upon your goals.

We look forward to the opportunity of presenting you and your peers with a copy of our design with hopes of working together to meet your goals of providing safe, affordable, energy efficient housing for the community of Temiskaming Shores for a sustainable future.

Sincerely,

**Hydro One Networks Inc.**  
**Public Affairs**  
483 Bay Street  
South Tower, 6<sup>th</sup> Floor  
Toronto, ON M5G 2P5

Tel: 1-877-345-6799



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

August 20, 2015

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

Dear Mayor Kidd:

**Re: Planned Wood Pole Replacement Program on the 230 kilovolt Transmission Structures (Circuit W71D) located in the City of Temiskaming Shores and Nipissing, Unorganized**

I am writing to provide you with information on a project that Hydro One Networks Inc. (Hydro One) is planning in your community. A Class Environmental Assessment (EA) has been initiated to refurbish approximately 22 kilometres of the existing 230 kilovolt (kV) transmission line (Circuit W71D). This work will involve replacing approximately 87 complete structures. The planned project area, shown on the attached map, extends through the City of Temiskaming Shores and Nipissing, Unorganized.

The transmission line refurbishment, which was determined through Hydro One's annual wood pole testing program, will involve the replacement of a number of aging and damaged wood pole structures and their components (i.e. cross-arms). Replacing damaged and aging structures will ensure the continued reliability and integrity of this transmission line and electricity supply to the area. Most work will be carried out within the existing transmission corridor, with no new corridor being required. Where possible, access will be accomplished using existing roads and trails. There will be very little noticeable difference in this transmission line after the project has been completed.

Wood pole projects of this kind are subject to the *Class Environmental Assessment for Minor Transmission Facilities* (Ontario Hydro, 1992), in accordance with the provincial *Environmental Assessment Act (EA Act)*. The Class EA document was developed as a streamlined process to ensure that minor transmission projects that have a predictable range of effects are planned and carried out in an environmentally respectable manner. In accordance with the *EA Act*, Hydro One will make a draft Environmental Study Report (ESR) available for public, First Nations and Métis and stakeholder review. Once that period is complete, any comments received will be considered and a final copy of the ESR will be filed with the Ministry of the Environment and Climate Change.

You will be notified when the draft ESR is available for review, and Hydro One will post an ad in local newspapers providing information on the Class EA process and the draft ESR review period.

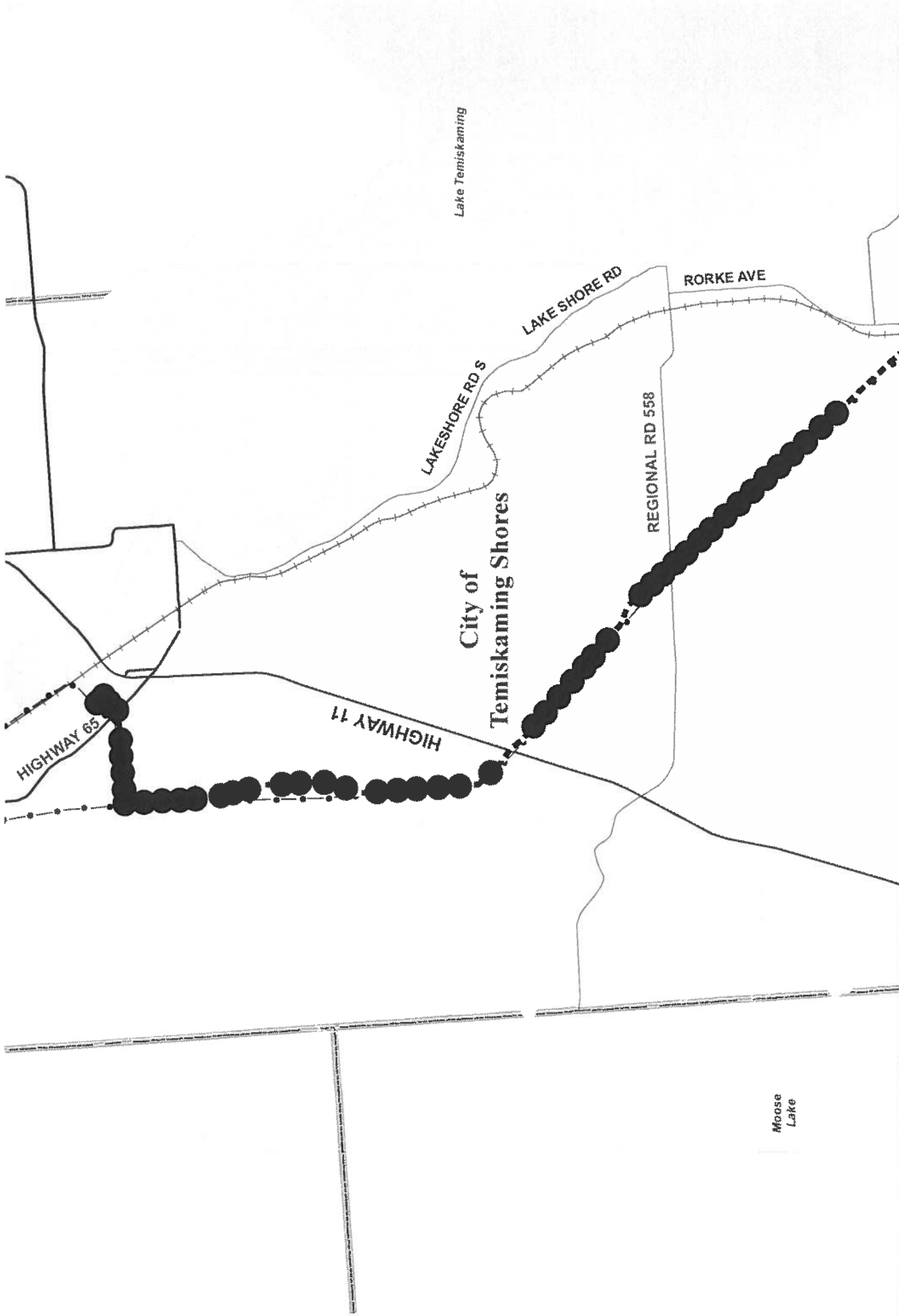
Potentially affected property owners along the transmission corridor have been notified about the project. In addition, Hydro One will ensure that these property owners will receive a copy of the draft ESR review period newspaper advertisement via mail. Contingent on the outcome of the Class EA process, replacement of the wood poles may begin as early as January 2016 and be completed by the end of the year.

If you have any questions regarding this work, please feel free to call me at 1-877-345-6799 or email [Community.Relations@HydroOne.com](mailto:Community.Relations@HydroOne.com). Thank you for your patience as we complete this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana Gardner".

Dana Gardner  
Community Relations Officer



**2016 Wood Pole Replacement Project – Circuit W71D**  
**General Area Map (City of Temiskaming Shores)**

- Circuit W71D - 230kV Transmission Line
- Other Transmission Lines (115kV and 230kV)
- Approximate Work Area (complete structures)
- Highways
- Roads
- Railway
- Water
- Municipal Boundaries

**hydro One**

Produced By: Inetigi LP - GIS Services  
 Date: Aug 5, 2015  
 Map: 15-45\_W71D\_General\_TemiskamingShores

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**inertigi**

0 1 2 km

## Memo

**To:** Mayor and Council  
**C.C.** Doug Walsh, Director of Public Works  
**From:** Christopher W. Oslund on behalf of the Police Services Board  
**Date:** July 20, 2015  
**Subject:** Speed Reduction on Lakeshore Road

---

Mayor and Council,

As per memo PW-009-2015 from Doug Walsh, Director of Public Works, please be advised that the Police Services Board has reviewed the Lakeshore Road speed reduction proposal at its July 20, 2015 meeting.

The committee has requested that the following comments be forwarded for Council's consideration prior to making a decision.

- Decreasing the speed limit may increase aggressive driving
- More enforcement is required
- More public education is required
- Alternative traffic calming initiatives should be considered (i.e. "speed sign")
- The number of entrances on Lakeshore Road supports a reduced speed limit

Inspector Cecchini will prepare a report on the number of charges laid, as well as, a speed analysis and collision analysis. He suggested that the City undertake a traffic count.

The report will be presented at the September 21, 2015 Police Services Board meeting.

Yours truly,



Christopher W. Oslund  
Secretary

EDF EN Canada inc  
1134, rue Ste-Catherine Ouest, bur. 910  
Montréal (Québec) H3B 1H4  
Tél. 514.397.9997

Mr. Mayor and the Municipal Council  
City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury, ON, P0J 1K0

August 25<sup>th</sup>, 2015

Dear Mayor, Dear Councillors,

We wanted to personally thank you for your interest in our Friday Lake first Community Public Meeting, held in Haileybury on August 11<sup>th</sup>. We particularly appreciated your visit, questions and comments.

We noted every municipality's interest for a presentation by our team to your Councils by the end of the year. We would definitely like to organize this presentation together. We will soon get in touch with your staff to learn about your Council dates starting mid-October.

**Community engagement documents:**

We also take this opportunity to share with you our first **Public Community Meeting Summary** as well as the **Frequently Asked Questions document** that we have developed based on the community's feedback at the Meeting. We were very satisfied with the participation level (we welcomed nearly 100 visitors) and heard interesting, challenging questions as well a balanced feedback on the Project.

We believe that the current opposition in Lorrain Valley requires us to provide as much information as we currently have at this stage of the Project. Hence we will be distributing these FAQs in a Newsletter form to all the people who were invited to the Public Meeting, particularly the Lorrain Valley Community.

We have also posted the attached FAQ and Summary to our website [www.fridaylakewind.ca](http://www.fridaylakewind.ca). Please note that the Questions and Comments Form that was handed to all visitors of our Meeting will also be posted shortly on our website to facilitate feedback. Both French and English versions are available, as for every other community engagement document.

As usual, we look forward to hearing from you on this Project, and we remain at your service for any additional information. Please contact the Friday Lake Developer Nathalie Jouanneau at [nathalie.jouanneau@edf-en.ca](mailto:nathalie.jouanneau@edf-en.ca) and 514-397-9997 #134 should you have any question.

Sincerely,



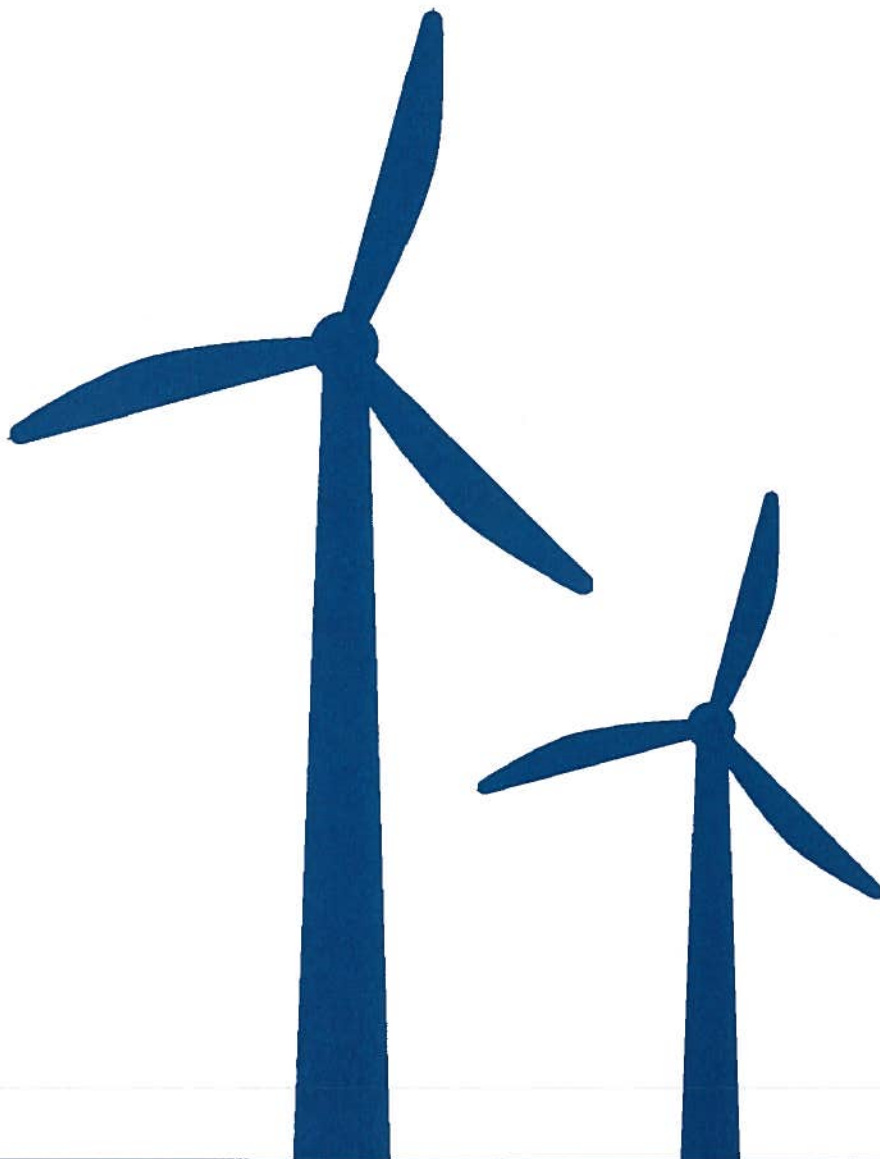
Stephane Desdunes  
Director, Development

Attachments: First Public Community Meeting Summary  
First Frequently Asked Questions



First Public Community Meeting  
August 11<sup>th</sup>, 2015

MEETING SUMMARY  
REPORT



FRIDAY LAKE WIND ENERGY CENTRE

844.553-3336

FridayLakeWind@edf-en.ca

[www.fridaylakewind.ca](http://www.fridaylakewind.ca)

# **FRIDAY LAKE** | MEETING SUMMARY REPORT wind energy centre

## 1 Project Summary

Friday Lake Energy Centre Limited Partnership (the "Proponent") is proposing the Friday Lake Wind Energy Centre (the "Project") in the unincorporated Lorrain and South Lorrain Townships within the unorganized territory of the District of Timiskaming in Ontario. The Registered Proponent held a Public Community Meeting within the Project area (within 25 km of the Site, as there is no Project Community for this Project as defined by the LRP I RFP) on August 11<sup>th</sup>, 2015, at the Haileybury Legion Hall in Temiskaming Shores, Ontario.

The Friday Lake Public Community Meeting (the "Meeting") was held in compliance with the community engagement requirements outlined in the Large Renewable Procurement first Request For Proposal (the "LRP I RFP") being administered by the Independent Electricity System Operator ("IESO") of Ontario.

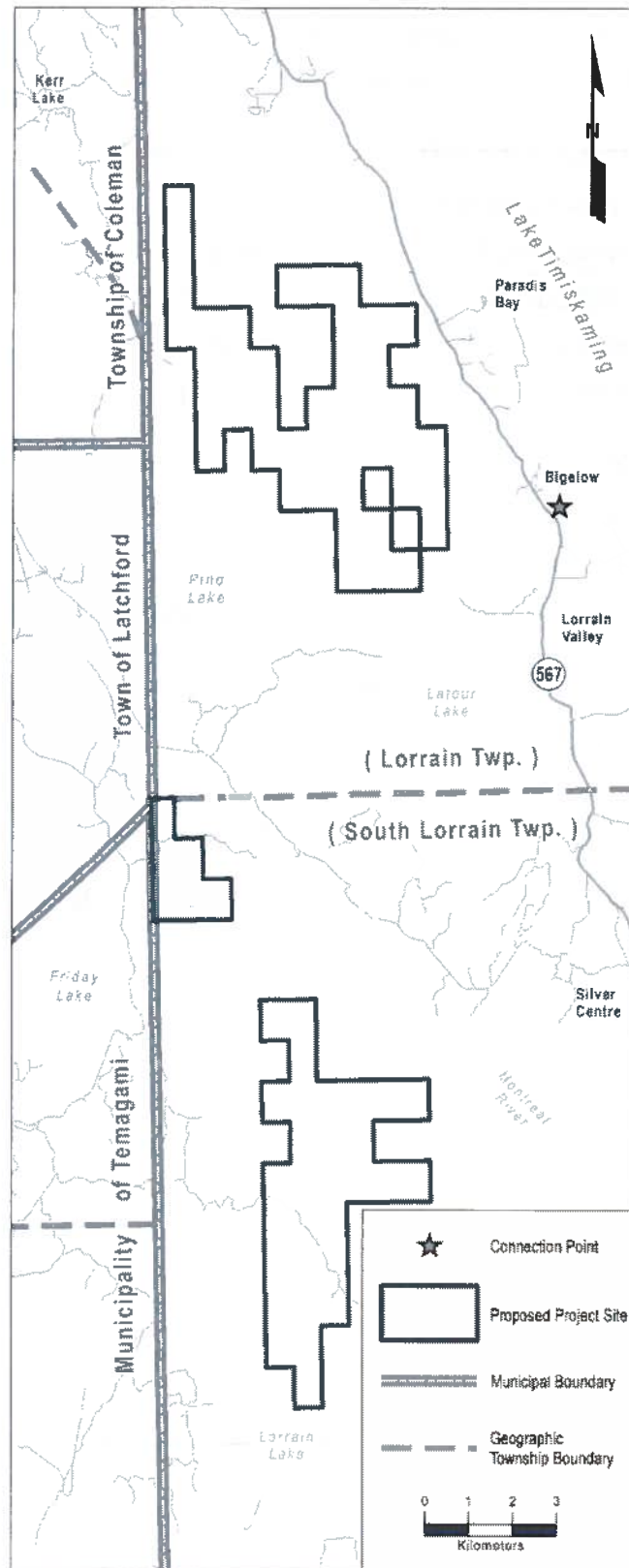
The Meeting provided an open and interactive venue to exchange information about the proposed Friday Lake Wind Energy Centre. The information was discussed, ideas were proposed, and feedback was gathered from interested stakeholders, including members of the general public.

This report provides a summary of the Meeting, including the parties notified, meeting information, the feedback received from attendees of the meeting as well as through the Project website, and our next actions to address the community.

### 1.1 General Project Description

Friday Lake Energy Centre Limited Partnership (the "Registered Proponent") is proposing to submit a proposal to the IESO to design, build and operate the Friday Lake Wind Energy Centre with a maximum nameplate capacity of 120 megawatts (MW), located entirely on Provincial Crown land in the unincorporated Lorrain and South Lorrain Townships, within the unorganized territory of the District of Temiskaming in Ontario.

Figure 1 – General Project Location





## 1.2 Proponent Information

The Registered Proponent is a special project entity property of EDF EN Canada Development Inc., a wholly-owned subsidiary of EDF EN Canada Inc.

EDF EN Canada Development Inc. ("ECDI") is a Qualified Applicant in the IESO LRP I RFP. ECDI and its dedicated parent company EDF Renewable Services develop, build, own, and operate renewable energy facilities by harnessing the earth's renewable resources, including the wind and the sun. Renewable energy development mitigates climate change and drives the green energy economy, for instance, through the creation of new jobs within the immediate project communities and surrounding areas.

Established in 2006, EDF EN Canada Inc. has become a Canadian market leader with over 1,500 MW of wind and solar energy in varying stages of development, active construction, and operation in Quebec, Ontario and Alberta which employ more than 100 people. More information about EDF EN Canada Inc. can be found at <http://www.edf-en.ca>.

Project related information for Friday Lake Wind Energy Centre is as follows:

Qualified Applicant: EDF EN Canada Development Inc.

Registered Proponent: Friday Lake Energy Centre Limited Partnership

Mailing Address: 53 Jarvis Street, Suite 300, Toronto, Ontario, M5C 2H2

Phone number: 1-844-55-EDF-EN

Email: [FridayLakeWind@edf-en.ca](mailto:FridayLakeWind@edf-en.ca)

Project website: [www.fridaylakewind.ca](http://www.fridaylakewind.ca)

## 2 Public Community Meeting

### 2.1 Overview

The Registered Proponent held a Public Community Meeting about the Project on August 11<sup>th</sup>, 2015, from 5:00 pm until 8:00 pm at the Haileybury Legion Hall, in Temiskaming Shores, Ontario.

The Registered Proponent was represented during the whole duration of the Meeting by 12 people, including members of ECDI and independent consultants who had contributed to the Project. Representatives presented information, discussed the Project proposal and answered questions from the public.

The following materials were displayed at the event in French and English:

- Project Display Boards (English and French)
- Site Considerations Report
- Site Considerations Maps
- Community Engagement Plan (English and French)
- Sign-In Sheet
- Questionnaire/Comment Form (English and French)
- Project Profile (English and French)
- EDF EN Company Brochure (English and French)
- Health Canada Brochure
- CanWEA "The secret is out: Wind is in" Brochure
- EDF EN Canada "L'Énergie de notre histoire" book (English and French)
- EDF EN Take-Aways
  - EDF EN Shopping Bag
  - Pens
  - Pins

### 2.2 Public Notice and Public Meeting Advertisement

Leading up to the event, the Meeting was advertised in the following ways:

- Public Notice to Assessed landowners and Crown land leaseholders within 550m of the proposed Site and 120m of the proposed Connection Line
- Public Notice to all required parties as per section 3.2.5.(d).(i).(4) of the LRP I RFP
- Public Notice Advertisement in Local Weekly Newspaper (The Temiskaming Speaker) on 2 different publication dates: Wednesday July 29<sup>th</sup> and Wednesday August 5<sup>th</sup>, 2015.
- Media Outreach
- Personal invitation to Mayors and Councils of the surrounding municipalities of Temiskaming Shores, Coleman, Temagami, Cobalt and Latchford
- Personal invitation to Aboriginal communities identified in the Community Engagement Plan as well as other local stakeholders (Timiskaming-Cochrane MPP, Nastawgan Trails, Tri-Town Ski Village, Temiskaming Angler and Hunters Association, Friends of Temagami, Red Pine Wilderness Lodge, Maiden Bay Camp, Cliff Range Conservation Reserve, Matabitchuan River Conservation Reserve, Smooth Water Outfitters, Bay-Lee-Mac Camp, Marsh Bay Resort)

The Notice of Public Community Meeting was prepared, published, and disseminated in accordance with the LRP I RFP requirements.

### **2.3 Information presented at the Meeting**

The information presented at the Meeting includes the Site Considerations Information and maps (as required by the IESO in the LRP I RFP), a review document of the Site Considerations Information including sources of background information, the Project's Community Engagement Plan, and a collection of story boards with relevant information about the Project, the IESO's LRP I RFP, wind energy, and the Project development timeline.

Most of the documents presented at the Meeting are available for viewing and download on the Project Website at [www.fridaylakewind.ca](http://www.fridaylakewind.ca).

### **2.4 Meeting Attendance**

The Meeting was attended by ninety-four (94) members of the public. The attendees were residents from Lorrain Valley, South Lorrain, Temiskaming Shores, Coleman, or Latchford

as well as representatives of other surrounding municipalities and site users. Twenty-seven (27) attendees filled out and submitted Comment Forms.

## 2.5 Feedback Received

Registered Proponent staff engaged all of the attendees at the Meeting and requested that everyone complete a Comment Form. Twenty seven (27) attendees completed and submitted a Comment Form, several of which were filled out jointly by couples.

The Comment Form consisted of multiple choice questions and space for the attendees to provide more general feedback. The responses to the multiple choice questions are summarized in Tables 1 and 2.

Table 1: Summary of Answers regarding Support of Wind Development in Ontario

Question	Yes	No	Undecided
Are You in Favour of Wind Energy Development in Ontario	5	13	2

Out of the twenty (20) attendees that answered this question, five (5) were in favour of wind energy development in Ontario, thirteen (13) were not in favour, while the remaining two were undecided.

Table 2: Summary of Public Responses to the Friday Lake Comment Forms

Question	Completely Agree	Agree	Disagree	Completely Disagree	No Opinion
Wind energy is a form of clean, non-polluting energy	3	7	6	4	2
Wind energy is a competitive form of energy	1	4	7	8	2
Wind energy generates significant local and regional economic benefits	0	1	10	8	2
Wind energy creates interesting, long-term jobs	0	2	8	7	4

Question	Completely Agree	Agree	Disagree	Completely Disagree	No Opinion
Wind energy plays an important role in cleaning up Ontario's energy grid	2	2	3	11	3
Wind energy has little impact on the environment (flora and fauna)	0	3	4	11	3
Wind energy is an energy technology of the future	1	5	6	5	4
Do You Agree With the Friday Lake Wind Energy Project Being Proposed by EDF EN?	0	0	8	7	6

Based on the responses illustrated in Table 2, the majority of respondents were not in support of wind energy development and the Friday Lake Wind Energy Centre Project being proposed by EDF EN. In seven (7) of the eight (8) questions the majority of respondents answered “Disagree” or “Completely Disagree.”

Respondents were also encouraged, through the Comment Forms, to provide more general open-ended feedback on the following discussion points:

- Did the information provided at this first Public Community Meeting answer your questions/address your concerns?
- What are your main concerns and questions about the Friday Lake Wind Energy Centre? On what topics would you like to obtain additional information?
- In your opinion, what modifications and/or additional information would help improve the Friday Lake Wind Energy Centre and its detailed design in the future?
- Please indicate any additional comment or other information relevant to this project.

A summary of the written comments received from the public based on the above questions is provided in Table 3.

**Table 3: Summary of Feedback Received by EDF EN Canada from the Public**

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## Comments/Concerns/Questions

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Lake Temiskaming was an important route for the First Nations and Voyageurs.

I am interested in working on this project.

Concerned about impact on health from noise and vibration: seizures, children, elderly, vulnerable populations, people with autism, hypersensitivity to sounds. I was pleased to find information and summary about the noise and health study.

"Town hall" meeting format would be more helpful and would more adequately enable everybody to hear each other's concerns and questions.

Concerned about impact on wildlife and bird populations, decommissioning and maintenance, destruction of the natural beauty, clear cutting of forests, benefit to Lorrain Valley residents.

Concerned about location of turbines as resident's property abuts Crown land.

Concerned about visual and environmental effects.

Don't understand why we have an excess of power already and think we don't need more new power.

Don't believe the local residents would benefit from the wind turbines. The costs would be visual, environmental and long term damage to terrain.

Excellent site considerations report.

The construction benefits will only last a couple of years. What will EDF EN Canada do for the communities in the following years? The public needs know that solar and wind producers will be willing to seek future contracts or upgrade facilities for the long term. It is unethical to talk of decommissioning and giving opponents false hope that you will be gone in 20 years.

You need to design community benefits into the plan, both in the community and onsite.

A real hiking enthusiast (who died recently at a young age) wanted to construct mountain biking courses at the Lorrain Valley Ski Hill. There could be an opportunity to initiate some type of competition trail in association with your access roads. Talk to the biking enthusiasts at "Homey Bros" in New Liskeard. They work on the Lorrain Valley Ski Hill and I think they would be willing to get a group together to pursue a mountain biking course in the wind farm area.

I strongly disagree with spoiling this pristine, quiet, unspoiled area of our province for short term gain solely for the benefit of your shareholders, at the expense of my peace and quiet and the hydro users of Ontario. Do not build in this area. Try relocating to other communities i.e. Rosedale, Forrest Hill, Toronto Island etc. before destroying northern wilderness.

What are your plans to provide fire protection to the surrounding residences when a bush or forest fire starts as a result of the lack of fire suppression?

Concerned for the destruction of wildlife habitat through access roads and during the period of construction. It is not a long-term solution as it has a short life of only 20 years.

Would like large scale maps showing road sites and wind turbine sites that the public can take home to study.

Concerned about the turbines being 850 feet above our house. What would that do to our quietness and peace of mind? It will cause sleep disruption. Worried the turbines will cause stress and want more information.

Concerned about the lights flashing instead of dark night sky.

This area is our Bear Management Area (BMA). When talking with WPD they wrote in their notes that I would get a key even though they said they weren't going to put up gates. I pay for the BMA, are you going to restrict the area and not let us in? When you're making these holes for

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### Comments/Concerns/Questions

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the foundations of the turbines, how do I get compensated for loss of area and animals? I own a hunting and fishing camp. This is my livelihood, how will I survive when the animals are gone? It is personal. I own 160 acres in Lorrain Valley. I have a home that my husband built with my 2 sons. This was built as a legacy for our children and grandchildren. Please don't build here. This meeting answered my questions and made my concerns more real.

The community of Lorrain have been totally ignored while they are the most impacted. What are we going to receive to compensate us for this destruction of this perfect valley?

Province continually tells us the power grid cannot handle economic development. How can it now handle wind generated power? Do we need new power? Unfortunately the province and current political party have burdened our hydro bill to the point that it cannot be corrected.

The land the project will be situated on is Crown land which is not for sale to local residents, but for sale to companies.

This is an area where I hunt, fish, snowmobile, ATV, camp and hike. Totally against development of this area. This is my loss with nothing to gain. Projects of this nature should be decided by residents of the area that were born and raised here to fully understand our connection to the natural state. Any project of this nature should be a minimum of 50% ownership of northerners. The natural state of the land, trees and lakes is what northerners treasure.

Do not need wind power as we presently sell or give power away in order for wind to come online. Stress should be placed on the need to get rid of old generating stations that use nuclear energy.

Why did you choose this location?

Concerned about hunting and fishing restrictions.

Worried about wildlife and birds as the Project is situated on flyway for migrating birds.

Moose population is already declined and further environmental upheaval will impact this further.

I have spent considerable time reviewing the current usage of the 2 existing hydraulic plants, namely Lower Notch GS and Matabitchuan GS, and as they are dramatically underused. I see no purpose in installing additional generating capacity with wind turbines, in this location.

Sound and vibration travels through bedrock.

At the end of the day it's all about money, not about our lives, feelings or well-being.

Use solar, as the visual footprint would be easier to swallow.

I can hear the turbines in the two hydro dams nearby and this would be much louder because there are many more turbines.

In view of the dead-end reality of Highway 567, what plans do you have in case of a medical emergency for residents or the Lorrain Valley while your turbines are obstructing the roadway to allow us to exit quickly and safely?

There are seasonal weight restrictions on highway 567 for the reasons that the road is not constructed to accommodate even normal heavy equipment at times. What are you going to put in place to ensure damage caused by your transport is repaired as it happens?

How do you intend to compensate the residents personally for the depreciation in our property value and anticipated increases in insurance costs?

What is your plan in the event of damages to homes, water table levels, water contamination etc. caused by the construction phase?

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### Comments/Concerns/Questions

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We live on the lake and observe bird migration. What are your plans to ensure no birds are killed by your turbines?

The silver in the ground in this area is married to arsenic. How are you planning to stem the flow of arsenic to downstream wetlands, lakes and streams when it is disturbed by construction?

The cost to produce electric energy by wind is more expensive and inefficient.

Concerned about accessing the Crown land once project is in place.

Concerned that dead birds due to turbines will draw coyote's that will also eat beef calves.

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All of the attendees who left a question or comment on a Comment Form as well as their contact information will be answered to directly. We will also create a Frequently Asked Questions document. It will posted in the near term on our Project website and sent to the local communities and identified stakeholders.

This will allow us to address directly the people regarding their own concerns or question, as well as to let everyone know which were the concerns and questions of the rest of the public. We have also identified other consultation tools that we believe could address some of these questions and concerns, such as a Community Liaison Committee and a local delegation to visit one of our operating wind farms in Quebec.

In addition, ECDI has taken note of the public's great suggestions regarding the potential contribution of the Project to the recreational value of the area as well as positive comments about the quality of our documentation and the professionalism of our team. We appreciate such participation from the community and will be following their suggestions given to the ECDI team. The interested stakeholders are encouraged to submit any further questions or comments they might have about the proposal through the Project website. We will post shortly the Questions and Comments Form for download.

The attendees of the Meeting were each given a Company Brochure and Project Profile sheet which listed alternate ways to provide feedback such as the mailing address and telephone number, should any other concerns arise.



### 3 Conclusion

A Public Community Meeting was held on August 11<sup>th</sup>, 2015, at the Haileybury Legion Hall, in Temiskaming Shores, from 5:00 pm to 8:00 pm for the proposed Friday Lake Wind Energy Centre. Ninety-four (94) people attended the event.

Twenty-seven (27) people provided feedback on the Project in the form of a Comment Form. Twenty-one (21) people answered the question “Do you agree with the Friday Lake Wind Energy Centre as currently proposed by EDF EN Canada?”. Fifteen (15) of them answered either “Disagree” or “Strongly Disagree”, while no one answered “Completely Agree” or “Agree.” The remaining respondents had no opinion regarding this point.

We estimate that, at this very preliminary stage of the Project, positions of rejection or concerns, as well as the lack of manifestation of support when people are supportive, are usual reactions to this type of project. We also notice with satisfaction that several respondents have gone beyond answering multiple-choice questions and actually wrote questions and concerns.

We have identified the following main concerns of the local community:

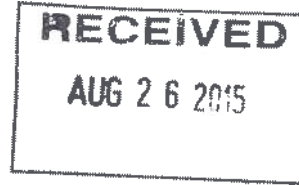
- Potential impacts on wildlife and the natural state of the Site
- Access restrictions to the Site and Highway 567, restrictions regarding the use of the Site
- Fire risks, pollution risks and the means to prevent them
- Benefits to the local community
- Potential impacts to health and sound impacts

Our analysis of the feedback provided at this Meeting tends to demonstrate that the Project is fairly contested in its current location and proposed configuration. This feedback is incorporated into the Project development. We encourage the community to keep contributing through upcoming consultation opportunities.

The high participation level demonstrates a high interest in this area and the Project, which we take to heart; the local community is seeking information, and we will provide it continually as the Project moves forward.

Should the Project win a supply contract with the IESO, under the Renewable Energy Approval process, substantial public consultation for 12-18 months would be initiated, further engaging the community.

City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury, ON, P0J 1K0  
Phone: 705-672-3363  
Fax: 705-672-2911



August 22, 2015

Dear Mayor Carman Kidd,

On behalf of North Eastern Ontario Family and Children's Services (NEOFACS), I am writing to request that October 1st to 31st, 2015 be proclaimed as Child Abuse Prevent Month in the city/town of Temiskaming Shores.



Child Abuse Prevention Month, recognized through the Purple Ribbon Campaign, is a provincial campaign created to increase awareness and prevent child abuse and neglect. Our Purple Ribbon Campaign's goal is to raise public awareness of the signs of child abuse and to provide information on why it is so important to report child abuse and neglect.

This year NEOFACS will work with community partners, government agencies and service organizations to increase public awareness. This year's campaign will engage the community through local events and activities, a calendar of which will be available on our website [www.neofacs.org](http://www.neofacs.org).

In recognition of the importance of raising public awareness, we ask the city/town of Temiskaming Shores to issue a proclamation for Child Abuse Prevention Month.

We would be particularly honored to have you participate in a media photo, at a time, date and location of your preference. Members of the 2015 Purple Ribbon Planning Team will attend this photo opportunity.

We look forward to working with your office on this important endeavor and in representing our community in this major provincial campaign. Thank you for your consideration.

Thank you,  
  
Brooke Ballantyne  
Communications Coordinator  
North Eastern Ontario Family and Children's Services

Brooke Ballantyne,  
Communications Coordinator  
705-360-7100 ext 5217  
[Brooke.ballantyne@neofacs.org](mailto:Brooke.ballantyne@neofacs.org)

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

**Meeting Minutes**

Wednesday, June 24, 2015

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**Present:** Chair: Carman Kidd  
Members: Robert Dodge; Florent Heroux; Suzanne Othmer; Voula Zafiris

**Regrets:** Angela Hunter; Maria McLean

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

**Public:** Jesse Foley – Applicant A-2015-04(NL)

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**1. Opening of Meeting**

*Resolution No. 2015-18*

Moved By: Voula Zafiris

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment meeting be opened at 1:31 p.m.

**Carried**

**2. Adoption of Agenda**

*Resolution No. 2015-19*

Moved By: Suzanne Othmer

Seconded By: Voula Zafiris

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

**Carried**

**3. Declaration of Pecuniary Interest**

None

**4. Adoption of Minutes**

*Resolution No. 2015-20*

Moved By: Robert Dodge

Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the April 29, 2015 Committee of Adjustment Meeting as amended.

**Carried**

**5. Public Hearings**

Chariman Carman Kidd advised that this afternoon a public hearing is scheduled for one (1) minor variance application.

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

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

**Meeting Minutes**

Wednesday, June 24, 2015

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**5.1 Minor Variance Application A-2015-04(NL) Jesse and Melanie Foley**

The Chair declared the public hearing for Minor Variance Application A-2015-04(NL) to be open.

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

**Subject land:** 277 Cosman Crescent; Plan 54M365, Lot 15; Town of New Liskeard.

**Purpose of the application:** The applicant is seeking relief from the requirements of Zoning By-law 2233 as follows:

<b>Provision</b>	<b>Zoning By-law 984</b>	<b>Subject Property</b>
6(2)(g)(i) Building Setback, Rear – main building (minimum)	7.5m (24.6')	6.1m (20')

The applicant is requesting to construct a 4.27m x 6.86m (14' x 22.5') deck closer to the rear lot line than is permitted in the Zoning By-law. The deck will be on the rear of new home currently under construction on the property.

**Statutory public notice:** The application was received on June 4, 2015 and was circulated to City staff. Notice of a complete application and notice of a public hearing was advertised in the Temiskaming Speaker on June 10, 2015 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

Jennifer Pye summarized the Planning Report and advised that in her opinion the application meets the four tests for a minor variance as prescribed in the Planning Act and respectfully requested that the Committee approve the application.

The committee considered the following resolution:

**Resolution No. 2015-21**

Moved By: Florent Heroux

Seconded By: Voula Zafiris

**Whereas** the Committee of Adjustment for the City of Temiskaming Shores has considered Minor Variance Application A-2015-04(NL) as submitted by Jesse and Melanie Foley for the following lands: 277 Cosman Crescent; Plan 54M365, Lot 15; Town of New Liskeard;

**And whereas** the applicant is requesting relief from the following sections of Zoning By-law 2233, as amended:

- 1) Section 6(2)(g)(i) requires a minimum rear building setback for a main building of 7.5m. The applicant is requesting 6.1m;

**And whereas** the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated June 18, 2015 and has considered the recommendations therein;

**Be it resolved that** the Committee of Adjustment for the City of Temiskaming Shores approves Minor Variance Application A-2015-04(NL).

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

Wednesday, June 24, 2015

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**Further be it resolved that** the following variance be granted:

That the Committee of Adjustment for the City of Temiskaming Shores grant relief from Section 6(2)(e) of Zoning By-law 2233 to permit a minimum front building setback of 4m.

**Subject to the following conditions:**

- 1) The approval of the minor variance applies only to the construction of the deck as proposed in the application.

**For the following reasons:**

In the opinion of the Committee:

1. The variance maintains the general intent and purpose of the City of Temiskaming Shores Official Plan;
2. The variance maintains the general intent and purpose of the Town of New Liskeard Zoning By-law 2233, as amended;
3. The variance is desirable for the appropriate development or use of the land, building, or structure;
4. The variance is minor.

**Carried**

The Chair declared the public hearing for Minor Variance Application A-2015-04(NL) to be closed.

**6. New Business**

None

**7. Unfinished Business**

**7.1 Consent Application B-2014-03(H) – request for change of conditions**

Jennifer Pye provided an outline of the request from the legal counsel for Campus Development Corporation to change the conditions of approval set out for consent application B-2014-03(H) and as noted in Committee of Adjustment Resolution 2014-36. The Committee agreed that the requested change was semantic in nature and was a minor change that would not alter the intent of the consent approval.

The Committee considered the following resolution:

**Resolution 2015-22**

Moved By: Robert Dodge  
Seconded By: Suzanne Othmer

**Whereas** the Committee of Adjustment for the City of Temiskaming Shores passed resolution 2014-36 on July 30, 2014 approving consent application B-2014-03(H) as submitted by Campus Development Corporation on behalf of Northern College of Applied Arts and Technology;

**And whereas** in accordance with Section 53(23) of the *Planning Act*, Campus Development Corporation has requested to delete and replace condition 1 and delete condition 2 of the above-noted resolution;

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

**Meeting Minutes**

Wednesday, June 24, 2015

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**Be it resolved that** the Committee of Adjustment for the City of Temiskaming Shores hereby deletes condition 1 of the above-noted resolution and replaces it with the following:

1. The following documents shall be provided to the Secretary-Treasurer for the transaction described:
  - a) The Notice of Lease, including the easement agreement provisions, and one photocopy for our records;
  - b) A Schedule to the Notice of Lease, including the easement agreement provisions, on which is set out the entire legal description of the parcel(s) in question, including the parcel of land subject to the easement provisions. The Schedule must contain the names of the parties indicated in the Notice of Lease;
  - c) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates.

**Further be it resolved that** the Committee of Adjustment for the City of Temiskaming Shores hereby deletes condition 2 of the above-noted resolution.

7.2 Minor Variance Applications A-2013-02(NL) and A-2013-03(NL) – update

Jennifer Pye provided information to the Committee regarding the severance and minor variances for two properties on the corner of Lakeshore Road and Wedgewood Avenue based on questions raised at the April 29, 2015 Committee of Adjustment meeting. The approval of the severance and minor variances did not include conditions to remove the existing accessory buildings on the property. The Chief Building Official advises that one of the accessory buildings on the property containing the new home is an ice fishing shack and the property owner is in the process of moving the shack to one of his properties outside of the City of Temiskaming Shores.

**8. Applications for Next Meeting**

Next meeting: Wednesday, July 29, 2015

**9. Adjournment**

Resolution 2015-17

Moved By: Voula Zafiris

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment meeting be closed at 1:55pm.

**Carried**

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Carman Kidd  
Chair

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Jennifer Pye  
Secretary-Treasurer

## 1.0 Call To Order

The meeting was called to order at 2:36 p.m.

## 2.0 Roll Call

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Councillor Mike McArthur  | <input checked="" type="checkbox"/> Chris Oslund, City Manager         |
| <input checked="" type="checkbox"/> Councillor Danny Whalen   | <input checked="" type="checkbox"/> Candice Bedard, CAO Town of Cobalt |
| <input checked="" type="checkbox"/> Tina Sartoretto – Mayor, Town of Cobalt                                     | <input checked="" type="checkbox"/> Gary Wadge, Public Works Clerk     |
| <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets                                |  |
| <input checked="" type="checkbox"/> Councillor Rochelle Schwartz, Town of Cobalt                                |  |
| <input checked="" type="checkbox"/> Logan Belanger, Special Programs Coordinator                                |  |
| <input checked="" type="checkbox"/> Luc Charlebois, General Manager, Stock Transportation (Haileybury location) |  |

## 3.0 Review of Revisions or Deletions to Agenda

- None

## 4.0 Approval of Agenda

### Recommendation TC-2015-017

Moved by: Councillor Danny Whalen

Be it recommended that:

The Transit Committee agenda for the May 25, 2015 meeting be approved as printed.

**Carried.**

## 5.0 Approval of Agenda

### Recommendation TC-2015-018

Moved by: Councillor Mike McArthur

Be it recommended that:

The Transit Committee agenda for the March 25, 2015 and the April 27, 2015 meeting be approved as printed.

**Carried.**



## **6.0 Disclosure of Pecuniary Interest and General Nature**

- None

## **7.0 Unfinished Business**

### **7.1 Status of Purchase of New Transit Buses**

#### **Discussion**

The paperwork to purchase the new transit buses has been approved and their shipment has been confirmed. The Committee discussed equipping the buses with bike racks due to the increased number of users travelling with bikes, particularly to the skate park.

#### Recommendation TC-2015-019

Moved by: Councillor Danny Whalen

Be it recommended that:

The Transit Committee hereby approves the additional cost of \$2,500 (approx.) per bus for bike racks for the new transit buses.

**Carried.**

Mitch Lafreniere, Manager of Physical Assets, commented that the transit buses are expected to arrive in June; however, it is anticipated that the buses will be put into operation by the end of August, due to training requirements and decal placement.

The Committee will consider advertising opportunities on the interior of the transit buses upon their arrival.

### **7.2 Location of Transit Shelter at Wal-Mart**

#### **Discussion**

The Committee sent a letter to Riocan requesting the relocation of the existing bus shelter; however, the proposed location was denied. After a discussion, the Committee proposed an alternative location - the Southwest corner of the parking lot, between Walmart and Canadian Tire; this location would provide access to Highway 11 with less traffic congestion. A letter will be sent to Riocan for consideration.

### **7.3 Automated Stop Announcement System Status**

#### **Discussion**

The Committee agreed to proceed with the preliminary work/ research on the automated stop announcement system for the new transit buses. Tina Sartoretto, Mayor of Cobalt, commented that the objective will be to find an affordable system/ procedure that would not compromise the needs of visually impaired persons using the transit system.

## **8.0 New Business**

### 8.1 Transit Financial: January – April 2015

#### **Discussion**

The Committee reviewed the transit financial summary from January to April 2015.

### 8.2 Passenger Counts: March and April 2015

#### **Discussion**

The Committee reviewed the passenger counts for March and April of 2015. There has been a trend of lower ridership in the month of April due to statutory holiday's (28 days of service instead of 31 days), as well as post secondary students were completing school and were not using the service as frequently.

The Committee discussed requesting a financial contribution from Coleman Township for the transit stop and bus shelter located at Mileage 104. A letter will be sent requesting an annual contribution of \$2,500.

### 8.3 Transit Services for Fireworks

#### **Discussion**

The Committee discussed transit requirements on Saturday, June 27, 2015, for the Canada Day long weekend firework display.

#### Recommendation TC-2015-020

Moved by: Councillor Danny Whalen

Be it recommended that:

On Saturday, June 27, 2015, the Transit Committee approves the transit service to provide:

- a) free ridership to passengers;
- b) one-hour of additional services (the additional hour will be included on the evening route); and
- c) three (3) transit buses (instead of two).

**Carried.**

### 8.4 Transit Shelter Maintenance

#### **Discussion**

The Committee discussed that the cleanliness of bus shelters have been a reoccurring issue due to competing work demands for City staff. Christopher Oslund, City Manager, commented that the City has contracted the cleaning of eight (8) City-owned bus shelters; this service includes the general cleaning and garbage removal for each bus shelter on

weekly basis, and a full-cleaning once per month. The cost associated with this service is \$7.50 per shelter, per week.

#### 8.5 Contract Negotiations with Stock Transportation

##### **Discussion**

Luc Charlebois, General Manager with Stock Transportation, is in the process of updating the contract between Stock Transportation and Temiskaming Transit, and requested feedback from the Committee regarding any adjustments to the document. The revised contract will reflect a new price for service due to the requirements of the new transit buses, such as each mechanic will require 40 hours of training for maintenance, and drivers will require their Z endorsement. The Committee agreed that the cleanliness of the buses have been an ongoing concern. Luc commented that the buses are swept and garbage is emptied daily; however, cleaning has been difficult with the significant down-time of the existing buses. He expects that cleanliness will improve once the new buses are in service. The Committee also expressed concerns regarding the speed at which the transit buses travel.

Councillor Danny Whalen requested that the revised contract be presented to the Committee for review.

#### 9.0 Closed Session

- None

#### 10.0 Next Meeting

The next meeting of the Transit Committee is scheduled for Wednesday, July 22, 2015 at 2:30 p.m.

#### 11.0 Adjournment

##### Recommendation TC-2015-021

Moved by: Councillor Mike McArthur

Be it recommended that:

The Transit Committee meeting is adjourned at 4:00 p.m.

**Carried**

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

\_\_\_\_\_  
Recorder



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

Tuesday, April 7<sup>th</sup>, 2015 – 10:00 A.M.

New Liskeard Boardroom – City Hall

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**MINUTES (Draft)**

**1. CALL TO ORDER**

- Meeting called to order at 10:33 A.M.

**2. ROLL CALL**

MEMBERS:

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

Mike McArthur (Councillor)     Rebecca Desmarais

Stephanie King-McLaren

SUPPORT STAFF:

Alexandra Jackson, Cultural Coordinator

James Franks, Economic Development Officer

- Guests: Kim Benguenna – Immigration strategy placement student, Ivonne Smith – placement student with Stephanie King-McLaren.

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

- Changes the spelling mistakes in item 8.5 (Mackey to Markey and Blair to Blais). Deferred “Third quarterly Cultural Roundtable”, “Letter from DTSSAB” and part of “Social Media Hardware Requests” to next meeting.

**4. APPROVAL OF AGENDA**

Moved by: Mike McArthur

Seconded by: Stephanie King-McLaren

Be it resolved that:

- The agenda for the April 7<sup>th</sup>, 2015 South Temiskaming Cultural Sustainability Project Committee (STCSP) meeting be approved as amended.

CARRIED

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

- Anne-Denise Mejaki declared conflict and will not vote on the item 8.5 “Regional Cultural Sustainability Plan”.

## **6. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Moved by: Stephanie King-McLaren

Seconded by: Mike McArthur

Be it resolved that:

- The notes for the March 10<sup>th</sup>, 2015 South Temiskaming Cultural Sustainability Project Committee meeting be approved as printed.

CARRIED

## **7. Follow-up business**

### **7.1 Social Media Hardware Requests**

Moved by: Stephanie King-McLaren

Seconded by: Mike McArthur

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

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

Whereas the committee has purchased and received 10 iPads at a price of \$539.02 per unit and 10 laptops at a price of \$499.90 per unit from Staples, and

Whereas the Cultural Coordinator released a request form for those who were interested in applying to receive Social Media Hardware and has received applications, and

Whereas the request received from the Cobalt Mining Museum will be deferred to the next meeting when a few more requests are received and more committee members are present (5 hardware leftover).

Now therefore be it resolved that the STCSP committee accepts to purchase iPads/laptops for the following groups:

- Spring Pulse Poetry Festival (iPad)
- The Temiskaming Screening Room (iPad)
- Spirit of the Arts Gallery (laptop)
- The Bunker Military Museum (laptop)
- Temiskaming Art Gallery (laptop)
- New Liskeard Agricultural Society (laptop)
- Festival des Folies Franco-Fun (laptop)

- ACFO-Témiskaming (laptop)
- Haileybury Heritage Museum (iPad)
- Village Noel Temiskaming (iPad)
- Classic Theatre Cobalt (iPad)
- Chat Noir Books (iPad)
- Temagami Artistic Collective (iPad)
- Pied Piper Kidshows (iPad)
- Temiskaming Palette & Brush Club (iPad)

CARRIED

## **8. New business**

### **8.1 Support Request Criteria List**

Moved by: Mike McArthur

Seconded by: Stephanie King-McLaren

Whereas the STCSP has funding to provide financial support to cultural organizations in terms of advertisement, training from industry expert and consulting expenses, and

Whereas the STCSP committee receives requests for financial support from various cultural organizations to fund their projects, and

Whereas the STCSP committee believes it would be beneficial to have a support requests criteria list in place to follow when a request is made in order to remain fair, and

Whereas changes were made, such as creating an application form for the groups applying for financial support, removing the consultant expenses category and adding that groups can only apply once as of April 1<sup>st</sup>, 2015 until March 31<sup>st</sup>, 2016.

Now therefore be it resolved that the STCSP committee accepts to put in place the support requests criteria list created by the cultural coordinator as amended.

CARRIED

### **8.2 Third quarterly Cultural Roundtable**

Deferred until the new Cultural Coordinator is hired and on the job.

### **8.3 Cultural Passport quotes**

Moved by: Stephanie King-McLaren

Seconded by: Mike McArthur

Whereas the STCSP recommends identifying new products or programs with the help of other arts and cultural organizations, and

Whereas the STCSP committee suggests creating a cultural passport in hard copies and through a smartphone app in order to entice the general public to visit cultural organizations (ex: museums) throughout the summer months, and

Whereas the cultural coordinator gathered quotes from 4 companies (One on One Printing, The Speaker, Deep Water Design & Print, A&B Digital Printing), and

Whereas the Cultural Coordinator will follow up with the Quebec partners interested in creating a Cultural Passport on the other side of the lake to determine if they would like to work together.

Now therefore be it resolved that the STCSP committee recommends purchasing hard copy cultural passports from The Speaker at a price of \$271.20 for 250 passports, \$333.30 for 500 passports, or \$629.95 for 1000 passports – 3.5” x 5”, 20 reader pages, 60lb offset, 10pt cover, stapled, full colour cover and inside, printed two sides.

CARRIED

#### **8.4 Letter from DTSSAB**

Deferred to the next meeting (Chair was not at the meeting to present this item).

#### **8.5 Regional Cultural Sustainability Plan**

Moved by: Mike McArthur

Seconded by: Stephanie King-McLaren

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

Whereas the Cultural Coordinator developed and publically released a Request for Proposal in an attempt to solicit proposals for the creation of a Regional Cultural Sustainability Plan and up to a maximum of twenty (20) sustainability plans for individual art and cultural based committees in South Temiskaming.

Whereas proposals were received from Millier Dickinson Blais, St. Clements Group, Collins Barrow/Markey Consulting and Tavares Group Consulting Inc.

Now therefore be it resolved that the STCSP committee agrees on hiring Millier Dickinson Blais because they scored higher in the evaluation compared to the other firms.

CARRIED

#### **9. Reports by committee members**

- Not applicable

#### **10. SCHEDULING OF MEETINGS**

- A meeting will be scheduled once the new Cultural Coordinator is hired and on the job.

#### **11. ITEMS FOR FUTURE MEETINGS**

- Stephanie King-McLaren will make a presentation to the STCSP committee and then at a Cultural Roundtable on the “Francophone and Indigenous Cultural-Linguistic Frameworks”, once ready.

## **12. OUTSTANDING ITEMS**

- Not applicable.

## **13. ADJOURNMENT**

Moved by: Mike McArthur

Seconded by: Stephanie King-McLaren

Be it resolved that:

- STCSP adjourns at 11:57 A.M.

CARRIED





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

Wednesday, April 15<sup>th</sup>, 2015 – 09:00 A.M.

Haileybury Boardroom – City Hall

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**MINUTES (Draft)**

**1. CALL TO ORDER**

- Meeting called to order at 09:00 A.M.

**2. ROLL CALL**

MEMBERS:

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

Mike McArthur (Councillor)     Rebecca Desmarais

Stephanie King-McLaren

SUPPORT STAFF:

Alexandra Jackson, Cultural Coordinator

James Franks, Economic Development Officer

- Guests: Ivonne Smith – placement student with Stephanie King-McLaren.

**A. Closed Session**

Recommendation No. 2015-CC-020

Moved by: Mike McArthur

Seconded by: Rebecca Desmarais

Be it resolved that the STCSP committee agrees to convene in Closed Session at 09:10 A.M. to discuss the following matters:

- a) Regional Cultural Sustainability Project – Closed Session Minutes
- b) Cultural Coordinator Interviews – Closed Session Minutes

CARRIED

Recommendation No. 2015-CC-021

Moved by: Stephanie King-McLaren

Seconded by: Mike McArthur

Be it resolved that the STCSP committee agrees to rise with report at 10:15 A.M.

CARRIED

**a) Regional Cultural Sustainability Project – Closed Session Minutes**

The STCSP committee provided staff with direction in Closed Session.

**b) Cultural Coordinator Interviews – Closed Session Minutes**

The STCSP committee provided staff with direction in Closed Session.

**3. ADJOURNMENT**

Moved by: Stephanie King-McLaren

Seconded by: Rebecca Desmarais

Be it resolved that:

- STCSP adjourns at 10:15 A.M.

CARRIED

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Chairperson – Réjeanne Bélisle-Massie

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Secretary – Alexandra Jackson



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

Wednesday, June 3<sup>rd</sup>, 2015 – 9:30 A.M.

City Hall – Haileybury Board Room

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**MINUTES**

**1. CALL TO ORDER**

- Meeting called to order at 9:35 A.M.

**2. ROLL CALL**

MEMBERS:

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

Mike McArthur (Councillor)     Rebecca Desmarais

Stephanie King-McLaren

SUPPORT STAFF:

Courtney Tresidder, Cultural Coordinator

James Franks, Economic Development Officer

- Guests: None.

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

- Addition to 10. Scheduling of Meetings, presented by Councillor Mike McArthur.

**4. APPROVAL OF AGENDA**

Moved by: Mike McArthur

Seconded by: Rebecca Desmarais

Be it resolved that:

- The agenda for the June 3<sup>rd</sup>, 2015 South Temiskaming Cultural Sustainability Project Committee (STCSP) meeting be approved as printed / amended.

CARRIED

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

- Chairperson Réjeanne Massie declared conflict and will not vote on item 8.2 “Temiskaming Art Gallery – Summer Art in the Park”.

## **6. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Moved by: Stephanie King-McLaren

Seconded by: Anne-Denise Mejaki

A discussion was had and the STCSP committee has approved the exchange of iPad to laptop, or vice-versa, to the organisations who have requested it.

Closed Session Minutes for the April 15<sup>th</sup>, 2015 STCSP committee meeting were not distributed and are available at the request of committee members should they wish to view them at City Hall, due to the nature of these particular Minutes.

Be it resolved that:

- The Minutes for the April 7<sup>th</sup>, 2015 South Temiskaming Cultural Sustainability Project Committee meeting be approved as printed / amended.

CARRIED

## **7. Follow-up business**

### **7.1 Social Media Hardware Requests**

Moved by: Rebecca Desmarais

Seconded by: Stephanie King-McLaren

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

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

Whereas the committee has purchased and received 10 iPads at a price of \$539.02 per unit and 10 laptops at a price of \$499.90 per unit from Staples, and

Whereas the Cultural Coordinator released a request form for those who were interested in applying to receive Social Media Hardware and has received applications.

Now therefore be it resolved that the STCSP committee accepts to purchase iPads/laptops for the following groups:

- Cobalt Mining Museum (laptop)

- Little Claybelt Homesteaders Museum (iPad)

CARRIED

## **7.2 Third Quarterly Cultural Roundtable**

A discussion was had regarding past experiences at the First and Second Quarterly Cultural Roundtables and it was concluded that the Third Quarterly Cultural Roundtable be deferred until September, or until the company hired for the Regional Cultural Sustainability Plan, Millier Dickinson Blais, deems appropriate.

## **7.3 Cultural Passport**

The Cultural Coordinator and the Economic Development Officer explained to the committee the context of the Cultural Passport. A discussion regarding the possibility of collaborating with the Quebec side of Lake Temiskaming was had. Furthermore, the possibility of extending the collaboration to the entire tour of the lake was discussed.

A discussion on the possibility of having Cultural Passports available to the public for summer 2015 was had and it was concluded that this provided the committee with little time to have them prepared for the season.

Moved by: Anne-Denise Mejaki

Seconded by: Mike McArthur

Now therefore be it resolved that the STCSP committee accepts to purchase the printing of 2000 copies of The Chamber of Commerce's booklet, "Tourism Information Package" and to have said booklet placed in the bags for participants of the New Liskeard Bikers Reunion.

CARRIED

## **7.4 Regional Cultural Sustainability Plan**

The Economic Development Officer congratulated Millier Dickinson Blais in being the successful candidate to develop the region's Regional Cultural Sustainability Plan. Felicity Buckell, from the region, has been contracted by Millier Dickinson Blais for the development of the Plan. The Economic Development Officer explained that Greg Baeker is ill and will not be participating to his full potential in the Plan, however Jason Dias will be a primary contact.

## **8. New business**

### **8.1 Canada 150 Fund**

The Economic Development Officer explained to the committee the purpose of the Canada 150 Fund. On May 20<sup>th</sup>, 2015, The Honourable Greg Rickford, Canada's Minister of Natural Resources and Minister for the Federal Economic Development Initiative for Northern Ontario (FedNor) announced the launch of the new Canada 150 Fund, promoting activities relevant to culture in Northern Ontario communities to be held in 2017, in order to celebrate Canada's 150<sup>th</sup> anniversary.

Discussion amongst committee was had and it was concluded that the application for the Canada 150 Fund be discussed internally; the deadline for application must be confirmed.

## **8.2 Temiskaming Art Gallery – Summer Art in the Park**

Moved by: Rebecca Desmarais

Seconded by: Stephanie King-McLaren

Whereas The South Temiskaming Cultural Sustainability Project has access to funding for advertisement costs through the Culture Development Fund, and

Whereas The Temiskaming Art Gallery offers programming throughout the summer, entitled 'Art in the Park'.

Now therefore be it resolved that the STCSP committee allocates \$1500.00 towards the Temiskaming Art Gallery's Art in the Park programming in relation to advertising costs. This includes having a focus on the Art in the Park programming within The Speaker and Le Reflet media outlets. The STCSP committee also allocates funds towards the creation of a bilingual sign reflecting the STCSP's support of community cultural activities.

CARRIED

## **8.3 Culture Days**

Councillor Mike McArthur explained he had been contacted by Pam Mackenzie, organiser of the District of Temiskaming's Culture Days 2015 in regards to the programming that will take place on September 25<sup>th</sup>, 26<sup>th</sup> and 27<sup>th</sup>, 2015. The District of Temiskaming's Culture Days proved very successful in increase of activities, having had but four activities in 2012 and accumulating to sixty four in 2014.

The Cultural Coordinator noted how the STCSP had contributed to advertising costs last year, and will get informed on what costs are requested for advertisement this year.

## **8.4 Foundation Search**

The Cultural Coordinator and the Economic Development Officer provided context for Foundation Search's "My Best Prospects," an online funding search tool aimed at helping organisations to navigate easily through grants applicable to their group. The Economic Development Officer explained that a membership to the website costs roughly \$2000, however membership fees are guaranteed to be reimbursed should the organisation be denied any funding. The Cultural Coordinator explained that a telephone meeting has been arranged in order to present her with a tutorial on how to use the search engine.

## **8.5 InitLive App for event management**

The Cultural Coordinator explained how a Smartphone application was presented to her which aims at aiding with event management. The fact that many volunteers in our region do not have access to Smartphones was discussed, and the usefulness of the application was questioned as it pertained to the region's volunteer demographic.

## **8.6 Temiskaming Volunteer Fair**

The Cultural Coordinator presented the event that is the upcoming Temiskaming Volunteer Fair to the STCSP committee. The event had been organised largely by the previous Cultural Coordinator, alongside the organisers for “Get Moving Timiskaming!”, happening at the same location, that same day. The event takes place on June 6<sup>th</sup>, 2015 from 9:00 A.M. to 3:00 P.M.

## **9. Reports by committee members**

- **Courtney Tresidder: “Dream Big Conference”/The Northern Conference for the Arts**  
The Cultural Coordinator attended the Dream Big Conference in North Bay and was presented with a wealth of information regarding artist advocacy, community theatre organisation, the importance and the use of technology within the cultural sector, etc. The Cultural Coordinator plans on presenting this acquired knowledge at the next Cultural Roundtable.
- **James Franks: Northeastern Ontario Immigration Symposium**  
The Economic Development Officer attended the Northeastern Ontario Immigration Symposium in Timmins and learned of the importance of the upcoming influx of immigration in Northern Ontario.

## **10. SCHEDULING OF MEETINGS**

Mike McArthur noted that in September of 2014, the STCSP committee agreed to meet on the second Thursday of every month at 10:00 AM. On June 3<sup>rd</sup>, 2015, the committee agreed to meet on the following dates:

July 9<sup>th</sup>, 2015 at 9:30 A.M.;  
August 13<sup>th</sup>, 2015 at 9:30 A.M.;  
September 10<sup>th</sup>, 2015 at 9:30 A.M.

## **11. ITEMS FOR FUTURE MEETINGS**

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

## **12. OUTSTANDING ITEMS**

- The STCSP Support Request Criteria List, a document created by the former Cultural Coordinator, will be presented to the committee by the current Cultural Coordinator.

## **13. ADJOURNMENT**

Moved by: Anne-Denise Mejaki

Seconded by: Mike McArthur

Be it resolved that:

- STCSP adjourns at 11:25 A.M.

CARRIED

**1. CALL TO ORDER**

Meeting called to order at 3:30 PM

**2. ROLL CALL**

PRESENT:	Mayor Carman Kidd; Councillor Jeff Laferriere (arrived late); Councillor Danny Whalen;; Shelly Zubyck, Director of Corporate Services; Laura Lee Macleod, Treasurer; Kelly Conlin, Executive Assistant;
REGRETS:	Christopher Oslund, City Manager
OTHERS PRESENT:	Doug Walsh, Director of Public Works; Tammie Caldwell, Director of Recreation; Steve Burnett, Technical and Environmental Compliance Coordinator

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

- None

**4. APPROVAL OF AGENDA**

Recommendation CS-2015-035

Moved by: Councillor Danny Whalen

Be it recommended that:

The Corporate Services Committee agenda for the July 29, 2015 meeting be approved as printed.

**CARRIED**

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

- None

**6. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation CS-2015-036

Moved by: Mayor Carman Kidd

Be it recommended that:

The Corporate Services Committee minutes of the June 22, 2015 meeting be approved as printed.

**CARRIED**



**7. DELEGATIONS/PRESENTATIONS**

- None

**8. UNFINISHED BUSINESS**

**a) Asset Management - Financials**

Discussion:

No update

**b) Delegation of Powers – By-law No. 2015-141**

Discussion:

Dave Treen has reviewed the changes and amendments to the current by-law and will provide a summary at an upcoming Council meeting.

**9. NEW BUSINESS**

**a) Ontario Municipal Cycling Infrastructure Program (Tammie Caldwell)**

Discussion:

Director of Recreation, Tammie Caldwell provided background and information in regards to the Cycling Infrastructure Program. The Committee was made aware of the proposed route that would see the completion of the trail from Morrisette Drive in Haileybury through to Dymond Township. Tammie also outlined the funds required from all partners, including the STATO group, the City and the Province.

Recommendation CS-2015-037

Moved by: Councillor Danny Whalen

Be it recommended that:

The Corporate Services Committee hereby recommends supporting the submission of an Expression of Interest for the Ontario Municipal Cycling Infrastructure Program based on the information as presented by the Director of Recreation and Director of Public Works at the Corporate Services Committee meeting on July 29, 2015.

**CARRIED**

**b) ATV Policy Amendments**

**Discussion:**

Dave Treen made the Committee aware of the changes to the Provincial legislation for ATVs. Dave circulated a list of roads where currently ATV's are prohibited by By-Law within the City limits. With the changes to the legislation, Dave will be presentencing an amendment to the list at an upcoming Council meeting.

**c) Gray Road Funding**

**Discussion:**

Doug Walsh, Director of Public Works requested support from the committee for the submission of Phase 1 applications to both Fed Nor and Northern Ontario Heritage Fund. Recently, the City was denied funding through the Build Canada Fund for the Gray Road Pumping Station upgrades. In order to complete the Dymond Looping project, which has already been budgeted for, a portion of the work that was included in the Gray Road project has to be completed. Specifically, a water main upgrade along the commercial strip of roadway. Doug outlined the estimated costs to complete the work, as well as, other options available should funding be unsuccessful.

\*Councillor Laferriere left the meeting prior to the recommendation being carried due to an outside commitment.

Recommendation CS-2015-038

Moved by: Mayor Carman Kidd

Be it recommended that:

The Corporate Services Committee hereby supports the submission of Phase 1 funding applications to Northern Ontario Heritage Fund and Fed Nor for the Temiskaming Shores Commercial Strip Infrastructure Upgrades Project.

**CARRIED**

**10. CLOSED SESSION**

- None

**11. SCHEDULE OF MEETINGS**

- To be determined

**12. ADJOURNMENT**

Recommendation CS-2015-039

Moved by: Councillor Danny Whalen

Be it recommended that:

1. The Corporate Services Committee meeting is adjourned at 4:25 PM

**CARRIED**

\_\_\_\_\_  
**COMMITTEE CHAIR**

\_\_\_\_\_  
**RECORDER**

**1. CALL TO ORDER**

Meeting called to order at 12:15 P.M.

**2. ROLL CALL**

Present:	Mayor Carman Kidd; Councillor Doug Jelly; Councillor Mike McArthur; Christopher Oslund, City Manager; Tim Uttley, Fire Chief; Karen Beauchamp, Director of Community Growth and Planning; Norm Desjardins, Chief Building Official; James Franks, Economic Development; Greg Miller, Fire Training Officer; Kelly Conlin, Executive Assistant
Regrets:	
Others Present:	

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

- None

**4. APPROVAL OF AGENDA**

Recommendation PPP-2015-036

Moved by: Councillor Mike McArthur

Be it recommended that:

The Protection to Persons and Property Committee agenda for the July 29, 2015 meeting be approved as printed.

**CARRIED**

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

- None

**6. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation PPP-2015-037

Moved by: Mayor Carman Kidd

Be it recommended that:

The Protection to Persons and Property Committee minutes of the June 18, 2015 meeting be adopted as presented.

**CARRIED**

## 7. DELEGATIONS

- None

## 8. FIRE AND EMERGENCY SERVICES

### a) Monthly Fire Report (copy provided)

**Discussion:**

Tim Uttley circulated and highlighted the following items in the report such as:

- Year-to-date Open Air Burning Permits: 719
- Full time fire training officer, Greg Miller, started on July 6, 2015
- Year-to-date Fire calls for all stations

### b) Station #1 Building Condition Survey Update

**Discussion:**

A meeting was held with Mitchell Architects on June 21, 2015 and preliminary drawings should be expected in the next 2-3 weeks.

### c) RFP Command/Rescue Truck (copy provided)

Recommendation PPP-2015-038

Moved by: Mayor Carman Kidd

Be it recommended that:

The Protection to Persons and Property Committee hereby recommends the release of the Request for Proposal for the Command Rescue Truck, subject to the approval of the truck specifications by the Station Truck Committee.

**CARRIED**

### d) Wildland Firefighting Equipment Update

**Discussion:**

Tim Uttley reported that 60% of the equipment has arrived.

**e) Live Fire Training Tower Building Update**

**Discussion:**

There is a meeting scheduled for next week for Fire and Emergency staff and the Building Department staff moving on forward with the training tower.

**f) Fire Department Recruitment and Retention Update**

**Discussion:**

Tim Uttley reported that the advertising campaign for Volunteer Firefighters is now complete and reported that 8 applications were received. Tim Uttley is currently reviewing the requirements that are to be met by all volunteers in order to become an active firefighter in Temiskaming Shores such as age, residence, etc. There is potential for an auxiliary program in order to assist in the recruitment and retention efforts of all 3 stations.

**g) Draft Training Program (copy provided)**

**Discussion:**

Work on the training program is ongoing with the NFPA curriculum currently being reviewed and incorporated. The Fire Department is considering changing the requirements volunteer training in regards to how much training has to be completed and in the event of missed training; the number of days available for firefighters to get trained.

**h) TransCanada – Energy East Project (Notice of Meeting)**

**Discussion:**

A meeting has been scheduled with City representatives and Trans Canada East in regards to a facility upgrade in the neighbouring Firstbrook Twp.

**i) False Alarm By-law (copy provided)**

**Discussion:**

Tim Uttley reviewed the changes that are being made to the False Alarm by including the removal of the warning letter and increased fines for repeat offenders. The changes will be summarized and brought forward for Council's consideration at the next meeting.

**j) Recognition Awards (copy provided)**

**Discussion:**

Tim Uttley informed the Committee of the upcoming recognition awards for staff that were directly involved in the downtown New Liskeard Fire in November of 2014.

**9. COMMUNITY GROWTH AND PLANNING**

**a) Request for Shared Services - Chris**

**Discussion:**

Chris Oslund informed the Committee of a recent request from the municipality of Temagami in regards to the potential of shared services within the Planning Department. Chris has spoken with both Karen Beauchamp and Jennifer Pye in regards to their availability and ability to commit hours to assist Temagami. The City would charge back all hours to Temagami at an hourly rate for staff time, as well as, any other expenses that may be incurred such as travel and mileage. The Committee was supportive of the idea and directed Chris to continue to investigate.

Chris Oslund also made the Committee aware of a request from the Town of Cobalt in regards to shared services for By-Law enforcement, specifically Property Standards. The Committee was not in support of this request due to work load and time required for enforcement. Chris will notify Cobalt.

**b) RDEE Alliances – Trade Mission to France - James**

Recommendation PPP-2015-039

Moved by: Councillor Mike McArthur

Be it recommended that:

The Protection to Persons and Property Committee agrees with the Economic Development Officer's recommendation to promote the RDEE Alliances - Trade Mission to France to regional businesses in the mining supply and service sector; and further that the City not send Council delegates to France.

An Administrative Report will be presented to Council for their consideration on August 4, 2015.

**CARRIED**

**c) Dymond Industrial Park Site Certification - James**

Recommendation PPP-2015-040

Moved by: Councillor Mike McArthur

Be it recommended that:

The Protection to Persons and Property Committee agrees with the Economic Development Officer's recommendation to retain Blackburn Surveying for the Dymond Industrial Park Site Certification Project.

An Administrative Report will be presented to Council for their consideration on August 4, 2015.

**CARRIED**

**d) Contract – Markey Consulting – PDAC 2016 - James**

Recommendation PPP-2015-041

Moved by: Mayor Carman Kidd

Be it recommended that:

The Protection to Persons and Property Committee agrees with the Economic Development Officer's recommendation to enter into a contract with Markey Consulting for Coordination of PDAC 2016, 2017 and 2018.

A By-law and Contract will be presented to Council for their consideration on August 4, 2015.

**CARRIED**

**e) Animal Control – Tag Sales Update - Karen**

**Discussion:**

Karen Beauchamp reported that the City's Animal Control Officer is still going door to door selling tags and notifying residents of the fees associated with having a pet. To date, there have been 766 tags sold which is an increase of 166 tags from 2014. The Animal Control Officer is reviewing his records and will be issuing charges to pet owners who have not complied with the by-law.



**f) Temporary Shelter Update - Karen**

**Discussion:**

Karen Beauchamp reported that to date there are still approximately 50 shelters erected on properties throughout the City. Staff has sent informal notices under the Property Standards By-law accompanied by an administrative fee in the amount of \$50 for those who have not yet removed their shelter.

**g) Building Permit Update - Norm**

**Discussion:**

Norm Desjardins provided the Committee with an update in year to date building/renovation permits.

**h) Speed Limit on Lakeshore Road (Memo attached)**

**Discussion:**

The memo was circulated to the Committee for discussion and input. The Committee had no concerns or further comments in regards to the speed limit.

**10. CLOSED SESSION**

Recommendation PPP-2015-042

Moved by: Councillor Mike McArthur

Be it recommended that:

The Protection to Persons and Property Committee convene into Closed Session at 1:45 p.m. to discuss the following matters:

- a) A proposed or pending acquisition or disposition of land by the municipality or local board; under Section 239 (2) (c) of the Municipal Act, 2001:
- Waterfront land purchase
  - Sale – North Cobalt
  - Sale – Surplus lots

**CARRIED**

Recommendation PPP-2015-043

Moved by: Councillor Mike McArthur

Be it recommended that:

The Protection to Persons and Property Committee agrees to rise from Closed Session at 2:00 p.m. with report.

**CARRIED**

**The Committee provided direction to staff**

**11. SCHEDULE OF MEETINGS**

The next Protection to Persons and Property Committee meeting is scheduled for August 27, 2015 starting at 3:00 PM

**12. ADJOURNMENT**

Recommendation PPP-2015-044

Moved by: Mayor Carman Kidd

Be it recommended that:

The Protection to Persons and Property Committee meeting is adjourned at 2:03 p.m.

**CARRIED**

\_\_\_\_\_  
**COMMITTEE CHAIR**

\_\_\_\_\_  
**RECORDER**

## 1.0 CALL TO ORDER

The meeting was called to order at 9:00 AM.

## 2.0 ROLL CALL

Present:	Mayor Carman Kidd; Councillor Doug Jelly; Christopher Oslund, City Manager; Doug Walsh, Director of Public Works, Steve Burnett, Technical and Environmental Compliance Coordinator; Kelly Conlin, Executive Assistant
Regrets:	Jamie Sheppard, Roads Superintendent; Robert Beaudoin, Environmental Superintendent
Others Present:	Tammie Caldwell, Director of Recreation (Ontario Municipal Cycling Infrastructure Program – Item 10.3)

## 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Revision to Correspondence from Hydro One – Correction: Highway 65E
- Revision to New Business Item 10.3 – Correction: Ontario Municipal Cycling Infrastructure Program
- Addition of the following item under Unfinished Business
  - 9.23: Grey Road Looping Project (Environmental)
- Addition of the following items under New Business
  - 10.8: Groom Drive Development
  - 10.9: Closed Roads

## 4.0 APPROVAL OF AGENDA

Recommendation PW-2015-036

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee agenda for the July 29, 2015 meeting be approved as amended.

**CARRIED**

## 5.0 Disclosure of Pecuniary Interest and General Nature

- None

## **6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES**

### Recommendation PW-2015-037

Moved by: Mayor Carman Kidd

Be it recommended that:

1. The Public Works Committee minutes for the June 18, 2015 regular meeting be adopted as printed.

**CARRIED**

## **7.0 CORRESPONDENCE**

### 7.1 Notification from Hydro One- Spill on Hwy 65E

#### Recommendation PW-2015-038

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee accepts the correspondence for information purposes.

**CARRIED**

## **8.0 PUBLIC PRESENTATIONS**

- *None*

## **9.0 UNFINISHED BUSINESS**

### 9.1 Grant Drive at Hwy 65E

#### **Previous Discussion:**

Council was presented with information in closed session. Council has provided direction to staff on proceeding.

#### **Discussion:**

An update will be provided in the closed session portion of the meeting.

## **9.2** Asset Management

### **Previous Discussion:**

Work on the financial component will begin shortly

### **Discussion:**

On going

## **9.3** Wilson/Armstrong Property – Drainage

### **Previous Discussion:**

Jamie Sheppard has followed up with the property owner. Staff is considering options for either an easement or a formal agreement.

### **Discussion:**

Doug Walsh reported that staff is currently preparing correspondence and will be seeking a letter of permission from the property owner.

## **9.4** LED Street Lighting

### **Previous Discussion:**

Mitch Lafreniere presented the display units that have been sent from 2 of the bidders. Staff has completed the evaluation of the submissions and will be making a recommendation to Council at the July 7<sup>th</sup> meeting.

### **Discussion:**

The contract for the supply of the fixtures was awarded at the last Council meeting. The RFP for the installation closed last week; with a report going to the August 4<sup>th</sup> Council meeting.

## **9.5** AMEC – New Waste Management Capacity

### **Previous Discussion:**

Steve Burnett has been in contact Tim McBride. There has been a meeting between Tim and the Ministry of Environment regarding the submission of the EA. All studies are now complete and once the information is supplied to the MOE, a meeting between AMEC and the City will be scheduled.

### **Discussion:**

On going

## **9.6** Access Control Policy – Entrance Permits

### **Previous Discussion**

No update

### **Discussion:**

No update

## **9.7** Dymond Business Park – Left Turning Lane

### **Previous Discussion**

Doug Walsh reported that the paving will likely occur the week of July 6. The storm water management pond is now complete. Doug will be meeting D.F. Elliott next week in regards to the design of Rockley Road.

### **Discussion:**

Doug Walsh attended a construction meeting last week and stated that once minor ditching and line painting is finished, the project will be complete.

## **9.8** Lorne St. and FPT 26 lot Subdivision Update

### **Previous Discussion**

Hydro installation is now complete. The amendment to the by-law for partial acceptance is also complete and the addition of the stop signs to the traffic by-law for both Lorne and McCamus will be at the July 7, Council meeting.

### **Discussion:**

Doug Walsh reported that the servicing of the Lorne St. subdivision is now completed and lots are available for purchase. There is a memo being presented at the next council meeting for the assumption of the subdivision which is required to issue any future building permits.

At this time, there is no further construction occurring at the 26 lot subdivision.

## **9.9** Public Works Staff Training

### **Previous Discussion**

There is water course being held at the Dymond Hall on July 29<sup>th</sup>, 2015. City W/S staff will be participating, as well as, participants from other communities.

### **Discussion:**

Steve Burnett reported that the water course is being held as scheduled (today) at the Dymond Hall with 16 attendees.

## **9.10** Public Works Department Update

### **Previous Discussion**

- Street sweeping is nearing completion
- Road patching is now underway

### **Discussion:**

Public Works staff is currently working on various summer projects including culvert work at Pascoes and on Broadwood Ave., as well as, work on valve boxes, street patching and manholes.

## **9.11** Build Canada Fund

### **Previous Discussion**

No update.

### **Discussion:**

Doug Walsh restated for the Committee that the application for the Grey Road pumping station had been denied and no funding will be received at this point in time for that project. Doug presented other options that the City has at this point including other potential funding initiatives such as Fed Nor and NOHFC. Doug clarified that in order to complete the already budgeted and awarded Dymond Looping Project, a portion of the work associated with the Build Canada Fund application, must be completed. Doug will be approaching the Corporate Services Committee to secure a recommendation of support for the submission of the Phase I applications for each funding source. More information will be brought forward as it comes available.

### **9.12** Bucke Park Water System

**Previous Discussion:**

Staff is currently investigating treatment options

**Discussion:**

Steve Burnett indicated that a PO has been issued for the arsenic removal system. The costs associated with the annual maintenance will be recovered through Bucke Park user fees with a gradual increase.

### **9.13** Traffic Detours

**Previous Discussion:**

Doug Walsh reported that a tentative meeting date has been set for September 9, 2015.

**Discussion:**

The meeting is confirmed for September 9, 2015 with representatives from the Ministry of Transportation, the Ontario Provincial Police and the City being in attendance. Doug Walsh spoke of a recent incident involving a fatal collision where road closures and detours were required and the City was not contacted.

### **9.14** 2015 Roads Program

**Previous Discussion:**

Millers are still working on finalizing pricing. Doug Walsh will be meeting with Britt Herd prior to the July 7<sup>th</sup> Council meeting.

**Discussion:**

Miller Paving will be pulverizing sections on both Golf Course Road and Niven St (Haileybury) this week. Work on Lakeshore road will get underway within the next couple of weeks. A change work order will be coming forward for Council's consideration in regards to the scope of work being completed on Lakeshore Road. There is a section south of Cottage Road that experiences significant frost heaves in the winter and spring that Millers would like to correct while the road is under construction.

### **9.15** Uno Park Bridge

**Previous Discussion:**

Doug Walsh reported that the bridge work is ongoing and on schedule to be complete by the end of July.

**Discussion:**

The bridge is now in place – and work on the abutments and guard rails is continuing. Project should be completed within a week or two.



### **9.16** Pete's Dam Bridge

#### **Previous Discussion:**

On going

#### **Discussion:**

Work has started and is ongoing. It will be completed within a week or two.

### **9.17** Full Solid Waste Management Program

#### **Previous Discussion**

Steve Burnett reported on the following items in regards to Solid Waste Management

- ECA Application for the spoke transfer station has been submitted and requirements from the MOE are being fulfilled.
- Tipping fees will be increasing effective July 1, 2015
- Orange drop was a very successful event. – Staff is looking into an alternative location for next year.

#### **Discussion:**

#### Recommendation PW-2015-039

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee hereby approves the request from the land owners adjacent to Bucke Park to continue to use the dumpster located at the camp ground with the approved waste diversion levy applied for such usage and further; that the dumpster usage be monitored by the Buck Park Attendant.

**CARRIED**

A request was also made from a resident in regards to their vacant commercial units. The resident is requesting that the waste diversion levy be waived until such time that the units become occupied. The Committee agreed that the levy could be waived and suggested that this option should be considered within the commercial vacancy application process.

### **9.18** Emergency Repair Work

#### **Previous Discussion**

On going

#### **Discussion:**

On going

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

#### **Previous Discussion:**

Work on the drainage petition is and will be on going for approximately 2 years. A meeting with Ed Goreki, the City and the property owner to be scheduled, as well as, notice given to all affected land owners.

#### **Discussion:**

Dave Treen, Municipal Clerk, has set up a meeting for August 10, 2015, for the property owners directly affected by the drain.

### **9.20 Tree Issues**

#### **Previous Discussion**

Investigation as to how the City will proceed with a tree by-law is ongoing.

#### **Discussion:**

On going

### **9.21 Speed Limit on Lakeshore Road**

#### **Previous Discussion:**

As a follow up from a request from a business owner on Lakeshore Road, the Committee has recommended that staff initiate the process to investigate a speed limit reduction on Lakeshore Road from Radley Hill to Lowry Street. The Committee suggested a reduction from 80 KM/H to 60 KM/H. Doug Walsh will be drafting a memo to be presented to the Police Services Board, the Protection to Persons and Property Committee and Transit Committee for their consideration.

#### **Discussion:**

The memo that was drafted by Doug Walsh is being circulated for comments. Once circulation is complete, a report will be brought forward for Council's consideration.

### **9.22 Trailer Dumping Station**

#### **Previous Discussion:**

Doug Walsh requested support from the Committee for a trailer dumping station in North Cobalt. Currently, there is a dumping station located at BNS Gas station; however, the owner of the property will be removing the station shortly. Staff is recommending that a station be placed at the Station street pumping station. The cost of this will be covered in the operating budget for water/sewer.

#### **Discussion:**

Project is now complete.

### **9.23 Dymond Looping Project**

**Discussion:**

The looping project is ongoing and currently the consultant is working on encroachment permits.

## **10.0 NEW BUSINESS**

### **10.1 Ontario Community Infrastructure Fund (OCIF)**

**Discussion:**

Doug Walsh made the Committee aware of a funding opportunity (OCIF) that is advertising for Expressions of Interest from Ontario municipalities. The maximum funding amount is \$2 million dollars. Doug Walsh suggested that the City put forward an Expression of Interest for the North Cobalt Looping project.

Recommendation – PW-2015-040

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee hereby recommends the submission of an Expression of Interest to the Ontario Community Infrastructure Fund for the North Cobalt Looping Project.

**Carried**

### **10.2 Beach Gardens Reconfiguration**

**Discussion:**

The City has received information in regards to a potential reconfiguration for the Beach Gardens development. More information will be provided as it becomes available.

### **10.3 Ontario Municipal Cycling Infrastructure Program**

**Discussion:**

Director of Recreation, Tammie Caldwell provided background and information in regards to the Cycling Infrastructure Program. The Committee was made aware of the proposed route that would see the completion of the trail from Morrisette Drive in Haileybury through to Dymond Township.

Recommendation PW-2015-041

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee hereby endorses the future cycling route as presented; and further recommends that Council approves the submission of an Expression of Interest to Ontario Municipal Cycling Infrastructure Program based on estimates

presented by the Director of Recreation and Director of Public Works at the Public Works Committee meeting on July 29, 2015

**CARRIED**

**10.4 Bicycle Friendly Community Draft Report**

**Discussion:**

Received for Information

**10.5 Service Contracts**

**Discussion:**

Steve Burnett made the Committee aware of a situation where a business owner contacted a contractor to have landscaping work repaired after the City had repaired a water break on property. The invoice was then forwarded to the City for payment. Steve will speak with the PW superintendents to ensure that it is communicated to property owners who experience water breaks, that the City will ensure proper repair of any damage, not the property owner.

**10.6 Request from Cobalt-Haileybury Curling Club – Solid Waste Management**

**Discussion:**

Recommendation PW-2015-042

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee hereby recommends that Council deny the request from the Cobalt Haileybury Curling Club, as per their letter dated April 8, 2015, in accordance with the City's Solid Waste Management by-Law No. 2015-128.

**CARRIED**

**10.7 Fleet Considerations**

**Discussion:**

Doug Walsh made the Committee aware of a 2016 budget item for consideration. The City's sewer flushing truck has reached an irreparable state. Currently, public works staff is researching pricing.

**10.8 Development – Groom Drive**

**Discussion:**

The City has been approached by a developer requesting to purchase a parcel of land on Groom Drive in North Cobalt with the intent to convert the space into a modular home subdivision. Should the City receive any funds from the Ontario Community Infrastructure Fund for the North Cobalt Looping Project, it would assist in the

development of the lots. The request for purchase and report will be presented at the August 4, 2015 Council meeting.

### **10.9 Closed Roads**

#### **Discussion:**

Councillor Doug Jelly brought forward a concern from a resident in regards to a municipal road that is not maintained, however, has experienced some damage due to off road traffic. Councillor Jelly visited the site and stated there was no signage present in regards to the road being closed. The resident uses the road to access their back farm fields and is having difficulty transporting loads of crops. Doug also explained that the resident is well aware that the City does not maintain the road, but was wondering if perhaps a load of gravel could be placed in the damaged areas. Doug Walsh felt that the wear and tear of the road could be from the Ontario Snow Travelers Trail and will contact the local organization to inquire whether they may be of some assistance. Doug Walsh will also ensure that proper signage is placed at the entrance of the road.

### **11.0 ADMINISTRATIVE REPORTS**

- LED Street Lighting
- Supply of Granular M
- Rockley Road Reconstruction

### **12.0 CLOSED SESSION**

#### Recommendation PW-2015-043

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee convene into Closed Session at 11:50 a.m. to discuss a proposed or pending acquisition or disposition of land by the municipality or local board under Section 239 (2) (c) of the Municipal Act, 2001.

- Grant Drive

**Carried**

#### Recommendation PW-2015-044

Moved by: Mayor Carman Kidd

Be it recommended that:

The Public Works Committee rise without report at 11:55 pm

**Carried**

The Committee provided direction to staff

### **13.0 NEXT MEETING**

The next meeting of the Public Works Committee is scheduled for August 27, 2015 in the New Liskeard Board Room (325 Farr Drive – City Hall) to commence at 10:00 am

### **14.0 ADJOURNMENT**

Recommendation PW-2015-045

Moved by: Councillor Doug Jelly

Be it recommended that:

The Public Works Committee meeting is adjourned at 12:00 p.m.

**Carried**

\_\_\_\_\_  
**COMMITTEE CHAIR**

\_\_\_\_\_  
**RECORDER**

## 2015 AMO Conference

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I would like to thank Council for allowing me to represent the City at the Association of Municipalities Ontario (AMO) annual conference.

Unfortunately I found this conference to be lacking on the organizational side and the overall educational content was also lacking. I did participate in the City delegation to the Parliamentary Assistant (PA) to the Minister of Economic Development and Infrastructure.

The delegation was well presented by the City and well received by the PA. I believe we made clear the value of the Gray Road Sanitary Lift Station project from an environmental prospective as well as an economic driver for future City development and growth.

The PA was also interested in the City's progress with the Ontario Certified Sites application and encouraged the City to move forward with this project. It was beneficial to see the Minister, The Parliamentary Assistance and staff aware of the Dymond Industrial Park and the opportunity that exists in becoming certified.

I also participated in the delegation to Minister Gravel for the Gray Road project and funding application. Minister Gravel is well aware and educated on both the District of Temiskaming and the City of Temiskaming Shores and continues to show interest in our growth and progress.

While he did encourage the City to continue with the applications for funding, he was non-committal and stated that the project will have to be accepted on its own merit within the parameters of the funding programs.

We also took the opportunity to question Minister Gravelle on the status of The Northern Ontario Growth Plan and expressed the City's interest in being designated as an Economic Hub within the plan. Minister Gravelle recalls our interest in the designation and advised us of upcoming meetings and announcements regarding the Growth Plan.

In my capacity as a Director for The Federation of Northern Ontario Municipalities I participated in an hour long session with Minister Gravelle, Minister Mauro, Minister Meilleur, Minister Hoskins, Minister McMeekin, PA Delany, PA Dickinson and Deputy Minister Imbrogno.

Discussion centered around the cost of hydro, the potential selling off of Hydro One, additional charges on current hydro bills that extend beyond hydro usage, support of an environmentally responsible Energy East Pipeline Project, physician recruitment to Northern Ontario communities, the Moving Ontario Forward infrastructure funding and provincial support of northern industries and resource use. We also once again discussed and expressed our concerns with Joint and Several Liability and the impact to

municipalities. Unfortunately this provincial government has no intention of making changes.

I was also asked to attend a meeting with Dr. Michael Toth, President of the Ontario Medical Association. Talks covered doctor recruitment in Northern Ontario, my seat on the Northern Ontario School of Medicine selection committee and the need for action on non-emergency patient transfers.

I was also able to talk with staff from the:

- Ministry of Municipal Affairs and Housing regarding Area Service Boards, ability to tax or bill unincorporated areas for services rendered.
- Ministry of Finance regarding Area Service Boards, ability to tax or bill unincorporated areas for services rendered.
- Association of Property Inspectors regarding non-permanent storage (containers, plastic shelters) and how they deal with items not specified in the Ontario Building Code.

I feel the discussions and information shared will assist me in the day to day operations as a City Councillor.

Danny Whalen



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

## Distribution List

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

Finance Department Contact:  
Laura-Lee MacLeod, Treasurer

28-Aug-15

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- 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 August 2015**

	2015 Total Budget	Actual	2015 YTD		% Change
			Total Budget	Variance B/(W)	
<b>CAPITAL</b>					
<b>Revenues</b>					
Capital - General	6,454.7	374.9	6,454.7	(6,079.8)	-94.2%
Capital - Environmental	6,151.9	836.0	6,151.9	(5,315.9)	-86.4%
<b>Total Revenues</b>	<b>12,606.6</b>	<b>1,210.9</b>	<b>12,606.6</b>	<b>(11,395.7)</b>	<b>-90.4%</b>
<b>Expenditures</b>					
Capital - General	7,498.3	2,151.7	7,498.3	5,346.6	71.3%
Capital - Environmental	6,851.0	663.7	6,851.0	6,187.3	90.3%
<b>Total Expenditures</b>	<b>14,349.3</b>	<b>2,815.4</b>	<b>14,349.3</b>	<b>11,533.9</b>	<b>80.4%</b>
<b>Net Position Capital</b>	<b>(1,742.7)</b>	<b>(1,604.5)</b>	<b>(1,742.7)</b>	<b>(138.2)</b>	<b>7.9%</b>

NOTE: The January - August 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 are underway.

#### ***Environmental Capital Projects:***

A majority of the projects are underway.

**GENERAL CAPITAL**  
**Revenues & Expenditures**  
**as at August 2015**

Department	Project	2015			Variance B/(W)	%	G	Y	R
		Total Budget	Actual	Budget					
<b>REVENUES:</b>									
	Transfer from Reserves	405.3		405.3	(405.3)				
	Accessibility Funding	50.0	50.0	50.0	0.0				
	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)				
	Federal Gas Tax	1,071.6		1,071.6	(1,071.6)				
	Provincial Gas Tax	357.0		357.0	(357.0)				
	Dymond Industrial Park Funding	443.5	64.4	443.5	(379.1)				
	Uno Park Bridge Funding	75.7	75.7	75.7	0.0				
	STATO Partnership	160.0		160.0	(160.0)				
	Waterfront Development Funding	1,633.4	184.8	1,633.4	(1,448.6)				
<b>Total Revenues</b>		<b>6,454.7</b>	<b>374.9</b>	<b>6,454.7</b>	<b>(6,079.8)</b>				
<b>EXPENDITURES:</b>									
<b>Corporate Services:</b>	Capital Contingency Fund	100.0	0.0	100.0	100.0				
	Computer Hardware	50.7	62.6	50.7	-11.9	100%	x		
<b>Property Mtnce:</b>	NL Community Hall Heating Upgrades	20.0	0.0	20.0	20.0	50%	x		
	NL Community Hall Engineering	10.0	0.0	10.0	10.0	25%	x		
	Pool Dehumidification Upgrades	25.0	25.4	25.0	-0.4	100%	x		
	Hlby Station Review/Design	15.0	3.2	15.0	11.8	50%	x		
	Roofs (Dym Comm Hall/Hlby Lib)	133.0	106.7	133.0	26.3	90%	x		
	Haileybury Arena Roof Replacement	92.0	77.6	92.0	14.4	90%	x		
	Haileybury Arena Entrance Engineering	10.0	0.0	10.0	10.0	25%	x		
	PFC Accessible Entrance Upgrades	125.0	1.3	125.0	123.7	50%	x		
	PW#1 Bldg Energy Upgrades	60.0	7.6	60.0	52.4	40%	x		
	NL Library Stabilization	30.0	0.0	30.0	30.0	75%	x		
<b>FEMS:</b>	Live Fire Training Facility	2.4	0.0	2.4	2.4		x		
	Firefighting Equipment	30.5	16.8	30.5	13.7	50%	x		
<b>Public Works:</b>	Dymond Industrial Park	1,699.8	262.9	1,699.8	1,436.9	50%	x		
	2015 Road Program	1,071.6	0.0	1,071.6	1,071.6	25%	x		
	Uno Park Bridge	220.0	162.3	220.0	57.7	75%	x		
	Street Light Upgrades	810.0	0.0	810.0	810.0	60%	x		
	Municipal Data Works System	25.0	3.3	25.0	21.7	10%	x		
	182 Pine Street West Emergency Repair	0.0	63.8	0.0	-63.8	100%	x		
<b>Solid Waste:</b>	Landfill Site Expansion	200.0	113.6	200.0	86.4	50%	x		
<b>Transit:</b>	Bus Shelters	7.0	0.0	7.0	7.0				
	Transit Buses	478.7	722.8	478.7	-244.1	100%	x		
<b>Fleet:</b>	Loader (annual capital lease payments)	36.4	27.2	36.4	9.2	100%	x		
	Pumper (annual capital lease payments)	52.8	27.2	52.8	25.6	100%	x		
	Sanders	24.0	0.0	24.0	24.0	90%	x		
	Pick Up Crew Cab	35.0	30.8	35.0	4.2	100%	x		
<b>Leisure Services:</b>	Pete's Dam Bridge	112.0	0.0	112.0	112.0	100%	x		
	PFC Weight Room Floor	24.0	0.0	24.0	24.0	75%	x		
	STATO Project	160.0	0.0	160.0	160.0				
	Dymond Kinsmen Park	8.0	0.0	8.0	8.0	70%	x		
	Floor Machine	7.5	5.6	7.5	1.9	100%	x		
	Hlby Beach Mushroom	8.0	0.0	8.0	8.0	100%	x		
	Waterfront Development	1,814.9	431.0	1,814.9	1,383.9		x		
<b>Total Expenditures</b>		<b>7,498.3</b>	<b>2,151.7</b>	<b>7,498.3</b>	<b>5,346.6</b>				
<b>Net Position</b>		<b>(1,043.6)</b>	<b>(1,776.8)</b>	<b>(1,043.6)</b>	<b>(11,426.4)</b>				

2.3

**DYMOND INDUSTRIAL PARK  
as at August 2015**

**Prior Year (2005 - 2014)**

Year	Cost to Date	Funding	PPP	Federal Gas Tax	Land Sales	City Funded	Unfinanced
2014	6,200.1	3,584.8	139.9	1,231.0	572.4	389.6	<b>282.4</b>

Project	YTD		2015 Variance
	Actual	Budget	B/(W)
Hwy 11/Radley Road Turning Lane	23.4	610.8	587.4
Rockley Road Design	0.0	34.9	34.9
Rockley Road Construction	0.0	731.0	731.0
Storm Water Management Pond	239.6	223.1	-16.5
Certified Site Program	0.0	100.0	100.0
	<b>263.0</b>	<b>1,699.8</b>	<b>1,436.8</b>

2.4

**WATERFRONT DEVELOPMENT PROJECT  
as at August 2015**

Project	Total Budget	2014 Actual	2015		Variance B/(W)	%	G	Y	R
			YTD Actual	Budget					
Waterfront Stabilization & Beautification	742.0	0.0	24.9	742.0	717.1	60%	X		
Boardwalk Demolition and Replacement	323.2	323.2	0.0	0.0	0.0	100%	X		
Boardwalk Lighting Upgrades	32.9	0.0	0.0	32.9	32.9	60%	X		
Accessible Landscaping	250.0	0.0	1.5	250.0	248.5	75%	X		
Farmer's Market	300.0	0.0	0.0	300.0	300.0				
Spurline Building Renovations	40.0	11.7	19.9	28.3	8.4	100%	X		
Bucke Park Water and Septic Upgrades	130.0	13.3	42.0	116.7	74.7	40%	X		
Professional Services (Engineering)	100.0	7.7	35.0	92.3	57.3	80%	X		
Marina Refurbishment and Electrical Upgrades	303.9	51.2	307.6	252.7	-54.9	100%	X		
<b>2,222.0</b>	<b>407.1</b>	<b>430.9</b>	<b>1,814.9</b>	<b>1,384.0</b>					

**Project Summary:**

- Waterfront Stabilization:
  - Pedersen Construction awarded contract for the Haileybury Service Marina, By-law 2015-071, work at Haileybury North Marina and Gabion baskets at Montgomery Street
  
- Boardwalk Demolition and Replacement:
  - entire boardwalk was replaced in 2014
  - bulbs for lighting upgrades have been received
  - installation will be completed by end of September 2015
  
- Accessible Landscaping:
  - prep work for the four (4) playgrounds is being undertaken in house
  - Ure-tech Ltd. will be the week of August 10th to pour the rubber surface
  
- Farmer's Market:
  - awaiting site selection
  
- Spurline Building Renovations:
  - renovations to the washrooms have been completed
  - upgrades to the kitchen have been completed and include new appliances and venting upgrades
  - project appears to have come in under budget, will await any final invoices to determine final costs, any excess will be reallocated to another project
  
- Bucke Park Water and Septic Upgrades:
  - well has been drilled but there are issues with the water samples
  - investigating resolutions to the problem
  - due to MOE requirements to obtain an Environmental Compliance approval, it is not feasible to pursue the sewer component at this time
  
- Professional Services (Engineering):
  - engineering services for the marina & electrical upgrades has been completed
  - engineering services for the waterfront stabilization is ongoing
  
- Marina Refurbishment and Electrical Upgrades:
  - project completed which included new docks, electrical upgrades and a swipe card system at both marinas
  - the project is currently overbudget by approximately \$54.9K.
  - in 2014, a portion of this budget was reallocated to fund the boardwalk replacement as estimates had come in higher than anticipated for this component. At that time it was felt that pulling the funds from the marina component would be a viable option however, now that all work is completed we will be required to reallocate from another project area in order to remain within the overall budget envelope

2.5

**ENVIRONMENTAL CAPITAL  
Revenues & Expenditures  
as at August 2015  
(\$K)**

	2015				%			
	Total Budget	Actual	Budget	Variance B/(W)		G	Y	R
<b>REVENUES:</b>								
Public/Private Partnership	124.9	0.0	124.9	(124.9)				
Funding - Looping Project	1,199.5	836.0	1,199.5	(363.5)				
Funding - Gray Road Project	2,697.8	0.0	2,697.8	(2,697.8)				
Transfer from Reserves	2,129.7	0.0	2,129.7	(2,129.7)				
<b>Total Revenues</b>	<b>6,151.9</b>	<b>836.0</b>	<b>6,151.9</b>	<b>(5,315.9)</b>				
<b>EXPENDITURES:</b>								
Gray Road Lift Station	4,165.0	24.5	4,165.0	4,140.5	10.0%		x	
Beach Garden Trunk Sanitary	450.0	5.0	450.0	445.0				x
NL Water Supply-Dymond Link	1,634.5	21.5	1,634.5	1,613.0	40.0%	x		
Communication Upgrades NL/Dym	325.0	284.7	325.0	40.3	75.0%	x		
Vehicle Replacements	100.0	31.8	100.0	68.2	75.0%	x		
Rebecca Street Emergency Repairs	0.0	76.0	0.0	(76.0)	100.0%	x		
NL Reservoir Pump Upgrades	9.0	9.0	9.0	0.0	100.0%	x		
McDonough Heights Emergency Repairs	0.0	69.4	0.0	(69.4)	100.0%	x		
Lakeshore Road Emergency Repair	0.0	0.0	0.0	0.0	100.0%	x		
Hlby WTP Roof Replacement	167.5	141.8	167.5	25.7	95.0%	x		
<b>Total Expenditures</b>	<b>6,851.0</b>	<b>663.7</b>	<b>6,851.0</b>	<b>6,187.3</b>				
<b>Net Position</b>	<b>(699.1)</b>	<b>172.3</b>	<b>(699.1)</b>	<b>(11,503.2)</b>				



2.6

**INTEGRATION OF NEW LISKEARD & DYMOND SYSTEMS  
as at August 2015**

Project	Total Budget	2014 Actual	YTD Actual	2015		Variance B/(W)	%	G	Y	R
				Budget						
Looping Project	2,171.3	62.8	21.5	1,634.5		1,613.0	25%	X		
	<b>2,171.3</b>	<b>62.8</b>	<b>21.5</b>	<b>1,634.5</b>		<b>1,613.0</b>				

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 Infrastructure Fund in the amount of \$1,520,000, 73.38% of the estimated project expenses of \$2,071,300.

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

Work will begin shortly.

**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**

88 RIVERSIDE DRIVE  
KAPUSKASING, ONT  
P5N 1B3  
TEL: 705-337-4257  
FAX: 705-337-1741

August 13, 2015

To all Councils of Town/Township involved  
with the Cochrane Timiskaming Waste Management Board

I am writing to all Municipal Council to seek approval of three important issues relating to the Cochrane Timiskaming Waste Management Board. Since the Board was dissolved December 31, 2014, Municipal approval is hereby requested.

Please have Council of your Municipality pass a resolution approving the three items discussed below and return to my attention a signed copy of the attached Memo and resolution at your earliest convenience. Approval is required in order to continue with the sale of Assets to North East Recycling Association.

- 1- Audited Financial Statements for the year ended December 31, 2013 were never formally approved by the Board and must be in order to satisfy the Accounting Firm. Each member Municipality must therefore approve same.
- 2- Audited Financial Statements for the year ended December 31, 2014 are now ready and must be approved prior to finalization. Since the Board no longer exist, Municipal approval is required.
- 3- The North East Recycling Association is offering \$200,000.00 to purchase all remaining assets of the Cochrane Timiskaming Waste Management Board. ( Northern Node Assets + Trucks ). I think this offer is reasonable considering the condition of the Trucks and loader and the evaluation of the building. I therefore recommend approving this sale.

I trust everything is in order, but should you require further details, please don't hesitate to make contact.

Regards



Marc Dupont  
CO-Ordinator

Encl.

**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**

88 RIVERSIDE DRIVE  
KAPUSKASING, ONT  
P5N 1B3  
TEL: 705-337-4257

**MEMO**

We, the Town/Township of \_\_\_\_\_ do hereby confirm the following:

- 1- We have reviewed the 2013 Independent Auditors' Report and Financial Statements for the Cochrane Timiskaming Waste Management Board and are satisfied of its presentation.
- 2- We have reviewed the 2014 Independent Auditors' Report and Financial Statements for the Cochrane Timiskaming Waste Management Board and are satisfied of its presentation.
- 3- We have reviewed the proposed sale of Assets to North East Recycling Association for the sum of \$200,000.00 and are in agreement.

We hereby approve the above mentioned three items and attach our council resolution approving same.

\_\_\_\_\_  
( Name )

\_\_\_\_\_  
( Date )

E-Mail: [marc.dupont@kapuskasing.ca](mailto:marc.dupont@kapuskasing.ca)

**COCHRANE TIMISKAMING WASTE  
MANAGEMENT BOARD**

**INDEPENDENT AUDITOR'S REPORT AND  
FINANCIAL STATEMENTS**

**DECEMBER 31, 2013**

DRAFT

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**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**  
**FINANCIAL STATEMENTS**  
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DRAFT

## COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

### MANAGEMENT'S REPORT

DECEMBER 31, 2013

The accompanying financial statements of the Cochrane Timiskaming Waste Management Board are the responsibility of management and have been prepared in accordance with Canadian Public Sector Accounting Standards established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. A summary of the significant policies are described in the notes to the financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgments, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

Management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available in a timely basis for preparation of the financial statements. These systems are monitored and evaluated by management.

The Board of Directors meets with management to review the financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the financial statements.

The financial statements have been audited by Collins Barrow Gagné Gagnon Bisson Hébert, independent external auditors appointed by the Board of Directors. The accompanying Independent Auditor's Report outlines their responsibilities, the scope of their examination and their opinion on the organization's financial statements.

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Kapuskasing, Ontario  
tbd

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of the  
Cochrane Timiskaming Waste Management Board

### *Report on the Financial Statements*

We have audited the accompanying financial statements of the Cochrane Timiskaming Waste Management Board which comprise the statement of financial position as at December 31, 2013, the statements of operations and accumulated surplus, change in net financial assets and cash flows for the year then ended and a summary of significant accounting policies and other explanatory information.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian Public Sector Accounting Standards and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis of our audit opinion.

### *Opinion*

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Cochrane Timiskaming Waste Management Board as at December 31, 2013 and the results of its operations and accumulated surplus, its change in net financial assets and its cash flows for the year then ended in accordance with Canadian Public Sector Accounting Standards.

Chartered Professional Accountants  
Licenced Public Accountants  
TBD

**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**

**STATEMENT OF FINANCIAL POSITION**

**DECEMBER 31, 2013**

	<b>2013</b>	<b>2012</b>
<b>FINANCIAL ASSETS</b>		
Cash	\$ 218,075	\$ 291,347
Accounts receivable	110,581	156,224
	<u>328,656</u>	<u>447,571</u>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	<u>55,119</u>	<u>86,121</u>
<b>NET FINANCIAL ASSETS</b>	273,537	361,450
<b>NON- FINANCIAL ASSETS</b>		
Tangible capital assets - net book value (note 4)	793,461	838,240
Prepaid expenses	<u>31,489</u>	<u>-</u>
<b>ACCUMULATED SURPLUS (note 5)</b>	<u>\$ 1,098,487</u>	<u>\$ 1,199,690</u>
CONTINGENCY - note 8		
SUBSEQUENT EVENT - note 9		

The accompanying notes are an integral part of these financial statements.



## COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

### STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS

YEAR ENDED DECEMBER 31, 2013

	Budget (note 7)	2013 Actual	2012 Actual
<b>REVENUES</b>			
Municipal contributions	\$ 382,976	\$ 384,142	\$ 417,312
Grant revenues	198,259	198,891	195,682
Insurance proceeds	-	-	23,357
Other revenues	3,000	3,905	5,828
Sales of recycled materials	145,870	144,010	176,856
	<u>730,105</u>	<u>730,948</u>	<u>819,035</u>
<b>EXPENDITURES</b>			
Administration and accounting	27,000	27,000	27,000
Amortization	-	67,466	69,603
Building maintenance	20,000	9,069	25,137
Equipment maintenance	10,500	4,408	2,705
Equipment rental	2,500	24,377	1,999
Insurance	30,403	28,864	31,825
Interest on long-term debt	-	-	1,604
Loss on disposal of tangible capital assets	-	29,197	-
Municipal taxes	31,500	31,383	30,561
Office expenses	2,000	1,935	2,616
Parts and supplies	21,200	20,115	25,463
Professional fees	13,800	7,954	12,865
Sundry expenses	5,500	1,784	2,364
Telephone	1,800	1,610	1,629
Travel	600	841	-
Utilities	34,500	35,951	32,235
Vehicle maintenance	64,000	48,811	35,714
Vehicle costs related to insurance claim	-	-	24,719
Vehicle fuel	63,000	62,008	61,501
Wages and benefits	429,381	429,378	391,550
	<u>757,684</u>	<u>832,151</u>	<u>781,090</u>
<b>ANNUAL SURPLUS (DEFICIT)</b>	(27,579)	(101,203)	37,945
<b>ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	<u>1,199,690</u>	<u>1,199,690</u>	<u>1,161,745</u>
<b>ACCUMULATED SURPLUS, END OF YEAR (note 5)</b>	<u>\$ 1,172,111</u>	<u>\$ 1,098,487</u>	<u>\$ 1,199,690</u>

The accompanying notes are an integral part of these financial statements.

**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**

**STATEMENT OF CHANGE IN NET FINANCIAL ASSETS**

**YEAR ENDED DECEMBER 31, 2013**

	<b>2013</b>	<b>2012</b>
<b>ANNUAL SURPLUS (DEFICIT)</b>	\$ (101,203)	\$ 37,945
Amortization of tangible capital assets	67,466	69,603
Acquisition of tangible capital assets	(56,884)	-
Loss on disposition of tangible capital assets	29,197	-
Proceeds of disposition of tangible capital assets	5,000	-
Change in prepaid expenses	<u>(31,489)</u>	-
<b>CHANGE IN NET FINANCIAL ASSETS</b>	<b>(87,913)</b>	<b>107,548</b>
<b>NET FINANCIAL ASSETS, BEGINNING OF YEAR</b>	<u>361,450</u>	<u>253,902</u>
<b>NET FINANCIAL ASSETS, END OF YEAR</b>	<b>\$ 273,537</b>	<b>\$ 361,450</b>

The accompanying notes are an integral part of these financial statements.

**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**

**STATEMENT OF CASH FLOWS**

**YEAR ENDED DECEMBER 31, 2013**

	<b>2013</b>	<b>2012</b>
<b>OPERATING ACTIVITIES</b>		
Annual surplus (deficit)	\$ (101,203)	\$ 37,945
Items not involving cash:		
Amortization of tangible capital assets	67,466	69,603
Loss on disposition of tangible capital assets	29,197	-
	<u>(4,540)</u>	107,548
Changes in:		
Accounts receivable	45,643	(50,949)
Prepaid expenses	(31,489)	-
Accounts payable and accrued liabilities	(31,002)	17,844
	<u>(21,388)</u>	74,443
<b>FINANCING ACTIVITIES</b>		
Principal payments on long-term debt	-	<u>(57,895)</u>
<b>INVESTING ACTIVITIES</b>		
Acquisition of tangible capital assets	(56,884)	-
Proceeds of disposition of tangible capital assets	5,000	-
	<u>(51,884)</u>	-
<b>CHANGE IN CASH POSITION</b>	<b>(73,272)</b>	<b>16,548</b>
<b>CASH POSITION, BEGINNING OF YEAR</b>	<b>291,347</b>	<b>274,799</b>
<b>CASH POSITION, END OF YEAR</b>	<b>\$ 218,075</b>	<b>\$ 291,347</b>

The accompanying notes are an integral part of these financial statements.

## COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

### NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2013

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#### 1. STATUS AND NATURE OF ACTIVITIES

The Cochrane Timiskaming Waste Management Board is made up of 14 members, each representing a different municipality. The purpose of the Board is to oversee a recycling program for the participating municipalities.

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#### 2. SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian Public Sector Accounting Standards. Significant aspects of the accounting policies adopted are as follows:

##### BASIS OF ACCOUNTING

Sources of financing and expenditures are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

##### REVENUE RECOGNITION

Revenues from sales of recycled materials are recognized when the price is fixed or determinable, collectability is reasonably assured and upon shipment and acceptance by the customer.

Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received as receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

##### INVENTORIES

The cost of materials collected and on-hand but not yet sold is not included in the financial statements until actually sold.

##### TANGIBLE CAPITAL ASSETS

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, development or betterment of the asset. The cost, less residual value of the tangible capital asset is amortized on a straight-line basis over their estimated useful lives as follows:

Buildings	40 years
Equipment	10 - 20 years
Vehicles	20 years

## COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

### NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2013

#### 2. SIGNIFICANT ACCOUNTING POLICIES (cont'd)

##### MEASUREMENT UNCERTAINTY

The preparation of financial statements in conformity with Canadian Public Sector Accounting Standards requires management to make estimates and assumptions that affect the assets and liabilities and disclosure of contingent assets and liabilities at the financial statement date and the reported amounts of revenues and expenses during the reporting year. Items requiring the use of significant estimates are the useful lives of tangible capital assets and accrued liabilities. Actual results could differ from those estimates.

#### 3. LINE OF CREDIT

The organization has an authorized line of credit of \$ 50,000 bearing interest at prime and is secured by a general assignment of the organization's assets.

#### 4. TANGIBLE CAPITAL ASSETS

		Accumulated		2013	2012
	Cost	Amortization		Net	Net
Buildings	\$ 600,196	\$ 249,386	\$	350,810	\$ 366,254
Equipment	1,085,982	987,346		98,636	131,515
Vehicles	439,729	95,714		344,015	340,471
	\$ 2,125,907	\$ 1,332,446	\$	793,461	\$ 838,240

#### 5. ACCUMULATED SURPLUS

		2013	2012
Balance, beginning of year	\$	1,199,690	\$ 1,161,745
Annual surplus (deficit)		(101,203)	37,945
Balance, end of year	\$	1,098,487	\$ 1,199,690
Accumulated surplus consists of:			
General reserve	\$	305,026	\$ 361,450
Invested in tangible capital assets		793,461	838,240
	\$	1,098,487	\$ 1,199,690

## COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

### NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2013

#### 6. RELATED PARTY TRANSACTIONS

During the year, the organization incurred the following related party transactions with three of its participating municipalities:

	Town of Cobalt	Town of Kapusksasing	City of Timiskaming Shores	2013 Total	2012 Total
Accounting	\$ -	\$ 7,000	\$ -	\$ 7,000	\$ 7,000
Administration	10,000	10,000	-	20,000	20,000
Building maintenance	-	5,208	-	5,208	6,325
Municipal taxes	-	19,231	12,152	31,383	30,561
Office expenses	-	338	-	338	475
Parts and supplies	-	385	-	385	770
Vehicle fuel and maintenance	-	45,010	-	45,010	44,844
	\$ 10,000	\$ 87,172	\$ 12,152	\$ 109,234	\$ 109,975

These transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties. As December 31, 2013, there was \$ 8,110 (2012 - \$ 21,003) owing to the Town of Kapuskasing. These amounts are included in accounts payable and accrued liabilities.

#### 7. BUDGET FIGURES

The 2013 budget adopted by the Board was not prepared on a basis consistent with that used to report actual results. The budget was prepared on a modified accrual basis while Canadian Public Sector Accounting Standards require a full accrual basis. The budget figures did not include amortization expense on tangible capital assets. The budget also accounts for transfers to reserves as an expense when it should be recorded as a reallocation of the accumulated surplus. The budget presented on the statement of operations and accumulated surplus does not include the amounts budgeted for these transfers.

#### 8. CONTINGENCY

In July 2012, the organization terminated an employee and was demanded compensation for wrongful dismissal. The outcome is not yet reasonably determinable and the likely exposure can not yet reasonably be estimated and therefore, no provision has been recognized.

**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD****NOTES TO FINANCIAL STATEMENTS****DECEMBER 31, 2013**

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**9. SUBSEQUENT EVENT**

On June 1, 2014, the organization announced its intention to cease operations effective December 31, 2014. The organization has commenced disposing of its assets. On July 31, 2014, the organization sold the land, building and equipment of their Temiskaming Shores location for \$ 282,000 to the City of Temiskaming Shores. The organization is expected to be dissolved in 2015 once all assets are sold and all obligations are settled and the remaining assets are distributed to the participating municipalities. Partial distribution was made in June 2015 when \$540,000 of cash was distributed to the participating municipalities.

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**COCHRANE TIMISKAMING WASTE  
MANAGEMENT BOARD**

**INDEPENDENT AUDITOR'S REPORT AND  
FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**



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**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**  
**FINANCIAL STATEMENTS**  
**DECEMBER 31, 2014**

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## **COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**

### **MANAGEMENT'S REPORT**

**DECEMBER 31, 2014**

The accompanying financial statements of the Cochrane Timiskaming Waste Management Board are the responsibility of management and have been prepared in accordance with Canadian Public Sector Accounting Standards established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. A summary of the significant policies are described in the notes to the financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgments, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

Management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available in a timely basis for preparation of the financial statements. These systems are monitored and evaluated by management.

The Board of Directors meets with management to review the financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the financial statements.

The financial statements have been audited by Collins Barrow Gagné Gagnon Bisson Hébert, independent external auditors appointed by the Board of Directors. The accompanying Independent Auditor's Report outlines their responsibilities, the scope of their examination and their opinion on the organization's financial statements.

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Kapuskasing, Ontario  
tbd

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of the  
Cochrane Timiskaming Waste Management Board

### *Report on the Financial Statements*

We have audited the accompanying financial statements of the Cochrane Timiskaming Waste Management Board which comprise the statement of financial position as at December 31, 2014, the statements of operations and accumulated surplus, change in net financial assets and cash flows for the year then ended and a summary of significant accounting policies and other explanatory information.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian Public Sector Accounting Standards and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis of our audit opinion.

### *Opinion*

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Cochrane Timiskaming Waste Management Board as at December 31, 2014 and the results of its operations and accumulated surplus, its change in net financial assets and its cash flows for the year then ended in accordance with Canadian Public Sector Accounting Standards.

Chartered Professional Accountants  
Licenced Public Accountants  
TBD

**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**

**STATEMENT OF FINANCIAL POSITION**

**DECEMBER 31, 2014**

	2014	2013
<b>FINANCIAL ASSETS</b>		
Cash	\$ 483,440	\$ 218,075
Accounts receivable	154,159	110,581
	<u>637,599</u>	<u>328,656</u>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	<u>55,587</u>	<u>55,119</u>
<b>NET FINANCIAL ASSETS</b>	582,012	273,537
<b>NON- FINANCIAL ASSETS</b>		
Tangible capital assets - net book value (note 4)	424,258	793,461
Prepaid expenses	<u>22,931</u>	<u>31,489</u>
<b>ACCUMULATED SURPLUS (note 5)</b>	<u>\$ 1,029,201</u>	<u>\$ 1,098,487</u>
CONTINGENCY - note 8		
SUBSEQUENT EVENT - note 9		

The accompanying notes are an integral part of these financial statements.

## COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

### STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS

YEAR ENDED DECEMBER 31, 2014

	Budget (note 7)	2014 Actual	2013 Actual
<b>REVENUES</b>			
Municipal contributions	\$ 403,144	\$ 403,311	\$ 384,142
Grant revenues	176,800	208,919	198,891
Gain on disposition of tangible capital assets (note 6)	-	36,748	-
Other revenues/recoveries	3,000	3,972	3,905
Sales of recycled materials	129,500	129,934	144,010
	<u>712,444</u>	<u>782,884</u>	<u>730,948</u>
<b>EXPENDITURES</b>			
Administration and accounting	28,350	27,850	27,000
Amortization	-	27,694	67,466
Building maintenance	12,000	11,630	9,069
Equipment maintenance	5,500	4,241	4,408
Equipment rental	5,000	2,180	24,377
Insurance	31,500	30,383	28,864
Loss on disposal of tangible capital assets	-	-	29,197
Municipal taxes	33,000	27,883	31,383
Office expenses	2,000	1,874	1,935
Parts and supplies	22,000	8,102	20,115
Professional fees	12,200	14,315	7,954
Sundry expenses	3,300	1,914	1,784
Telephone	1,800	1,490	1,610
Tipping fees	-	22,425	-
Travel	600	416	841
Utilities	36,700	27,627	35,951
Vehicle maintenance	41,800	42,353	48,811
Vehicle fuel	63,000	53,802	62,008
Wages and benefits	442,475	449,734	429,378
Write down of tangible capital assets	-	96,257	-
	<u>741,225</u>	<u>852,170</u>	<u>832,151</u>
<b>ANNUAL DEFICIT</b>	(28,781)	(69,286)	(101,203)
<b>ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	<u>1,098,487</u>	<u>1,098,487</u>	<u>1,199,690</u>
<b>ACCUMULATED SURPLUS, END OF YEAR (note 5)</b>	<u>\$ 1,069,706</u>	<u>\$ 1,029,201</u>	<u>\$ 1,098,487</u>

The accompanying notes are an integral part of these financial statements.

**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**

**STATEMENT OF CHANGE IN NET FINANCIAL ASSETS**

**YEAR ENDED DECEMBER 31, 2014**

	2014	2013
<b>ANNUAL DEFICIT</b>	\$ (69,286)	\$ (101,203)
Amortization of tangible capital assets	27,694	67,466
Acquisition of tangible capital assets	-	(56,884)
Gain on disposition of tangible capital assets (note 6)	(36,748)	-
Loss on disposition of tangible capital assets	-	29,197
Write down of tangible capital assets	96,257	-
Proceeds of disposition of tangible capital assets	282,000	5,000
Change in prepaid expenses	<u>8,558</u>	<u>(31,489)</u>
<b>CHANGE IN NET FINANCIAL ASSETS</b>	308,475	(87,913)
<b>NET FINANCIAL ASSETS, BEGINNING OF YEAR</b>	<u>273,537</u>	<u>361,450</u>
<b>NET FINANCIAL ASSETS, END OF YEAR</b>	\$ <u>582,012</u>	\$ <u>273,537</u>

The accompanying notes are an integral part of these financial statements.

**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**

**STATEMENT OF CASH FLOWS**

**YEAR ENDED DECEMBER 31, 2014**

	<b>2014</b>	<b>2013</b>
<b>OPERATING ACTIVITIES</b>		
Annual deficit	\$ (69,286)	\$ (101,203)
Items not involving cash:		
Amortization of tangible capital assets	27,694	67,466
Gain on disposition of tangible capital assets	(36,748)	-
Write down of tangible capital assets	96,257	-
Loss on disposition of tangible capital assets	-	29,197
	<u>17,917</u>	<u>(4,540)</u>
Changes in:		
Accounts receivable	(43,578)	45,643
Prepaid expenses	8,558	(31,489)
Accounts payable and accrued liabilities	468	(31,002)
	<u>(16,635)</u>	<u>(21,388)</u>
<b>CAPITAL ACTIVITIES</b>		
Acquisition of tangible capital assets	-	(56,884)
Proceeds of disposition of tangible capital assets	282,000	5,000
	<u>282,000</u>	<u>(51,884)</u>
<b>CHANGE IN CASH POSITION</b>	265,365	(73,272)
<b>CASH POSITION, BEGINNING OF YEAR</b>	<u>218,075</u>	<u>291,347</u>
<b>CASH POSITION, END OF YEAR</b>	<u>\$ 483,440</u>	<u>218,075</u>

The accompanying notes are an integral part of these financial statements.

## COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

### NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2014

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#### 1. STATUS AND NATURE OF ACTIVITIES

The Cochrane Timiskaming Waste Management Board is made up of 14 members, each representing a different municipality. The purpose of the Board is to oversee a recycling program for the participating municipalities.

---

#### 2. SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian Public Sector Accounting Standards. Significant aspects of the accounting policies adopted are as follows:

##### BASIS OF ACCOUNTING

Sources of financing and expenditures are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

##### REVENUE RECOGNITION

Revenues from sales of recycled materials are recognized when the price is fixed or determinable, collectability is reasonably assured and upon shipment and acceptance by the customer.

Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received as receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

##### INVENTORIES

The cost of materials collected and on-hand but not yet sold is not included in the financial statements until actually sold.

##### TANGIBLE CAPITAL ASSETS

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, development or betterment of the asset. The cost, less residual value of the tangible capital asset is amortized on a straight-line basis over their estimated useful lives as follows:

Buildings	40 years
Equipment	10 - 20 years
Vehicles	20 years



## COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

### NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2014

#### 2. SIGNIFICANT ACCOUNTING POLICIES (cont'd)

##### MEASUREMENT UNCERTAINTY

The preparation of financial statements in conformity with Canadian Public Sector Accounting Standards requires management to make estimates and assumptions that affect the assets and liabilities and disclosure of contingent assets and liabilities at the financial statement date and the reported amounts of revenues and expenses during the reporting year. Items requiring the use of significant estimates are the useful lives of tangible capital assets and accrued liabilities. Actual results could differ from those estimates.

#### 3. LINE OF CREDIT

The organization has an authorized line of credit of \$ 50,000 bearing interest at prime and is secured by a general assignment of the organization's assets.

#### 4. TANGIBLE CAPITAL ASSETS

	Cost	Accumulated Amortization	2014 Net	2013 Net
Buildings	\$ 286,100	\$ 131,100	\$ 155,000	\$ 350,810
Equipment	195,231	193,962	1,269	98,636
Vehicles	382,845	114,856	267,989	344,015
	\$ 864,176	\$ 439,918	\$ 424,258	\$ 793,461

#### 5. ACCUMULATED SURPLUS

	2014	2013
Balance, beginning of year	\$ 1,098,487	\$ 1,199,690
Annual surplus (deficit)	(69,286)	(101,203)
Balance, end of year	\$ 1,029,201	\$ 1,098,487
Accumulated surplus consists of:		
General reserve	\$ 604,943	\$ 305,026
Invested in tangible capital assets	424,258	793,461
	\$ 1,029,201	\$ 1,098,487

## COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD

### NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2014

#### 6. RELATED PARTY TRANSACTIONS

During the year, the organization incurred the following related party transactions with three of its participating municipalities:

	Town of Cobalt	Town of Kapuskaing	City of Timiskaming Shores	2014 Total	2013 Total
Accounting	\$ -	\$ 7,350	\$ -	\$ 7,350	\$ 7,000
Administration	10,000	10,500	-	20,500	20,000
Building maintenance	-	2,964	-	2,964	5,208
Municipal taxes	-	19,958	7,925	27,883	31,383
Office expenses	-	102	-	102	338
Parts and supplies	-	-	-	-	385
Tipping Fees	-	-	22,425	22,425	-
Vehicle fuel and maintenance	-	38,804	-	38,804	45,010
	<u>\$ 10,000</u>	<u>\$ 79,678</u>	<u>\$ 30,350</u>	<u>\$ 120,028</u>	<u>\$ 109,324</u>

The organization sold the land, building and equipment of their Temiskaming Shores location to the City of Temiskaming Shores for \$ 282,000 resulting in a gain on disposition of \$ 36,748.

These transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties. At December 31, 2014, there was \$ 37,066 (2013 - \$ 8,110) owing to the Town of Kapuskasing and \$ 4,633 (2013 - \$ nil) owing to the City of Temiskaming Shores. These amounts are included in accounts payable and accrued liabilities.

#### 7. BUDGET FIGURES

The 2014 budget adopted by the Board was not prepared on a basis consistent with that used to report actual results. The budget was prepared on a modified accrual basis while Canadian Public Sector Accounting Standards require a full accrual basis. The budget figures did not include amortization expense on tangible capital assets. The budget also accounts for transfers to reserves as an expense when it should be recorded as a reallocation of the accumulated surplus. The budget presented on the statement of operations and accumulated surplus does not include the amounts budgeted for these transfers.

#### 8. CONTINGENCY

In July 2012, the organization terminated an employee and was demanded compensation for wrongful dismissal. The outcome is not yet reasonably determinable and the likely exposure can not yet reasonably be estimated and therefore, no provision has been recognized.

**COCHRANE TIMISKAMING WASTE MANAGEMENT BOARD**  
**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2014**

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**9. SUBSEQUENT EVENT**

During the year, the organization announced its intention to cease operations effectively December 31, 2014. The organization is expected to be dissolved in 2015 once all assets are sold, all obligations are settled and the remaining assets are distributed to the participating municipalities. Partial distribution was made in June 2015 when \$540,000 of cash was distributed to the participating municipalities.

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**CTWMB****SURPLUS RECONCILIATION**

	2014	2013
Deficit per FS	(69,286)	(101,203)
Amortization of TCA	27,694	67,466
Gain on disposition of TCA	(36,748)	-
Write down of TCA	96,257	-
Acquisition of TCA	-	(56,884)
Loss on disposition of TCA	-	29,197
Proceeds of disposition of TCA	282,000	5,000
Surplus transferred to reserves	-	56,424
Surplus per Sage 50 (Simply)	299,917	-

**NORTH EAST RECYCLING ASSOCIATION**

88 RIVERSIDE Drive  
KAPUSKASING, ONT  
P5N 1B3  
TEL: 705-337-4257  
FAX:  
705-337-1741

August 15, 2015

To Municipal Councils of the now  
defunct C.T.W.M.B.

The North East Recycling Association is hereby offering to purchase all remaining Capital Assets of the Cochrane Timiskaming Waste Management Board for the sum of \$ 200,000.00, itemized as follows:

Land	\$	2	
Building		149,998	
Chattels		<u>50,000</u>	( Trucks \$15,000 ea, Other \$20,000 )
		\$ 200,000	

Attached is the Building evaluation as prepared by STEELE & ASSOCIATES of North Bay.

Regards



Marc Dupont  
Co-Ordinator

**NARRATIVE APPRAISAL REPORT  
OF AN INDUSTRIAL PROPERTY**

**LOCATED AT:**

**181 BRUNETVILLE ROAD  
KAPUSKASING, ONTARIO  
P5N 2H2**

**PREPARED FOR:**

**TOWN OF KAPUSKASING  
88 RIVERSIDE DRIVE  
KAPUSKASING, ON  
P5N 1B3**

**PREPARED BY:**

**STEELE & ASSOCIATES  
55 NANCY DRIVE  
NORTH BAY, ONTARIO  
P1B 9M1**

**PHONE (705) 471-1173**

**FAX (866) 684-7444**

September 29, 2014

Town of Kapuskasing  
88 Riverside Drive  
Kapuskasing, ON  
P5N 1B3

Dear Mr. Marc Dupont:

**Re: 181 Brunetville Road, Kapuskasing — Report #141656**

In accordance with your request a valuation analysis of the above noted property has been conducted. The purpose of the report is to determine the estimated market value of the subject property, as of July 28, 2014, to assist with a potential offer-to-purchase of the subject property. We hereby submit our report containing 50 pages and 12 preface pages. The property rights appraised within this report are the fee simple interest in the real estate comprising the subject property.

The property is improved with a one-storey; 6,000 square foot industrial building, located on a 0.60 acre lot, zoned M1. After a careful analysis of all pertinent data, it is our opinion that the combined market value of the subject property, as of July 28, 2014, is as follows:

**ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS  
(\$175,000.00)**

As per the scope of the appraisal assignment, separate values have been requested for the building and for the land, as if vacant. Therefore, the estimated market value of the land portion as of July 28, 2014 is as follows:

**TWENTY THOUSAND DOLLARS  
(\$20,000.00)**

Therefore, the estimated value of the building only of the subject property as of July 28, 2014 is as follows:

**ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS  
(\$155,000.00)**

We trust this report meets your requirements and if you require any further information or clarification, please do not hesitate to contact the undersigned.

Yours truly,

Steele & Associates



Robert Steele, B.A., CRA  
Appraiser



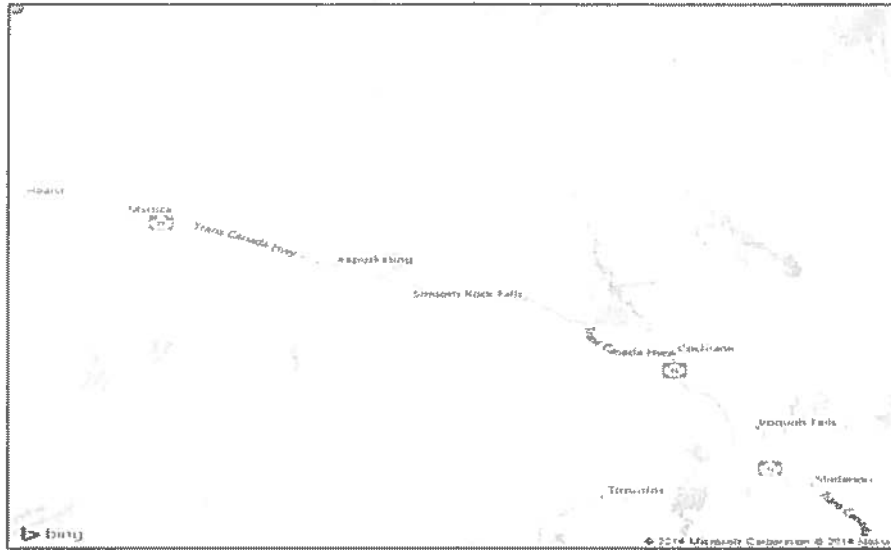
Michael Potashnyk, AACI, P.App  
Appraiser

Date: September 29, 2014

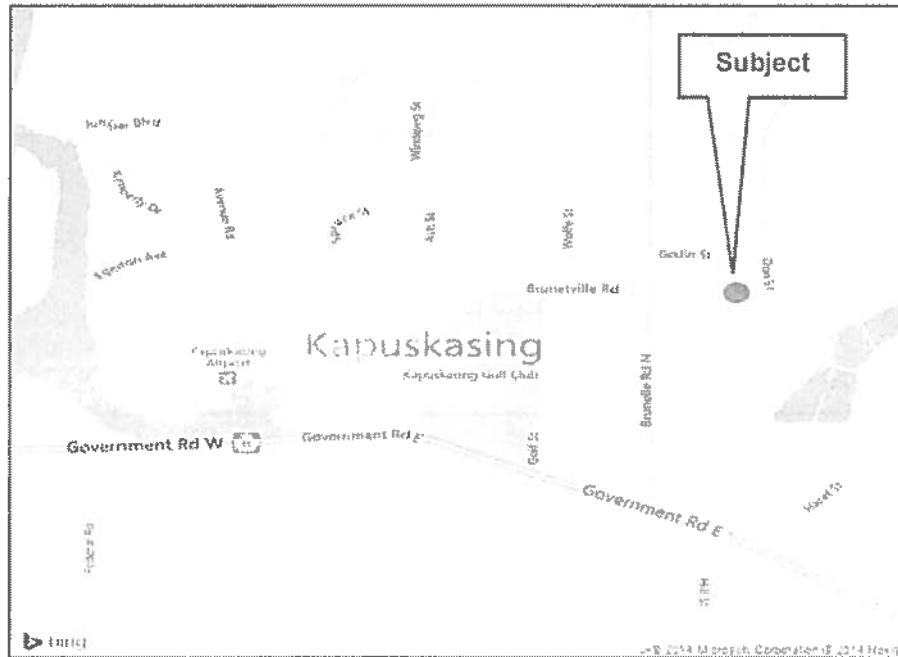
Date: September 29, 2014

Steele & Associates: Real Estate Appraisal & Consulting

### AREA MAP



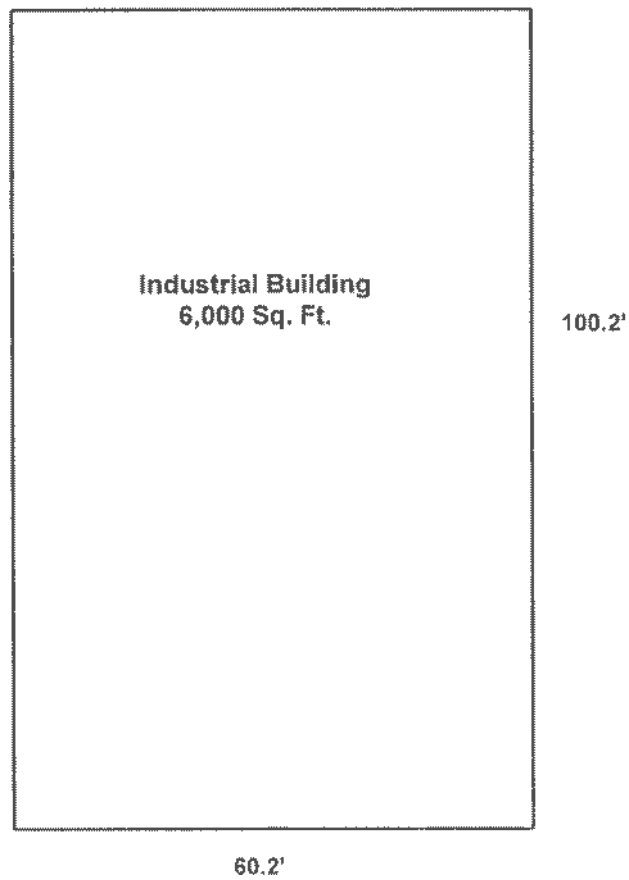
### LOCATION MAP—SUBJECT PROPERTY





# ***BUILDING SKETCH***

(for reference purposes only)



***Brunetville Road***

**SUBJECT PROPERTY**  
Exterior



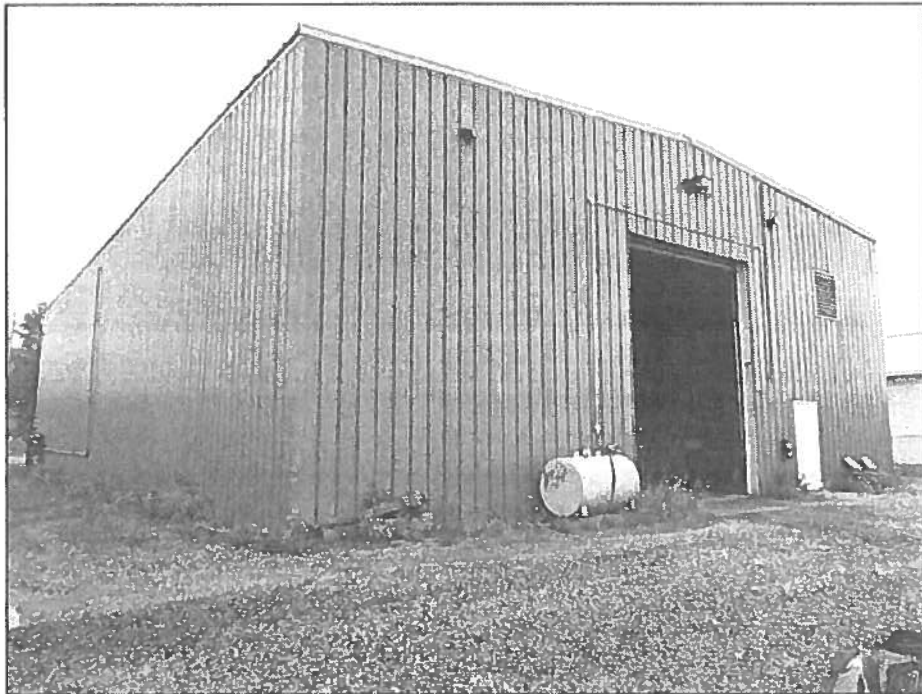
Exterior



**SUBJECT PROPERTY**  
Exterior



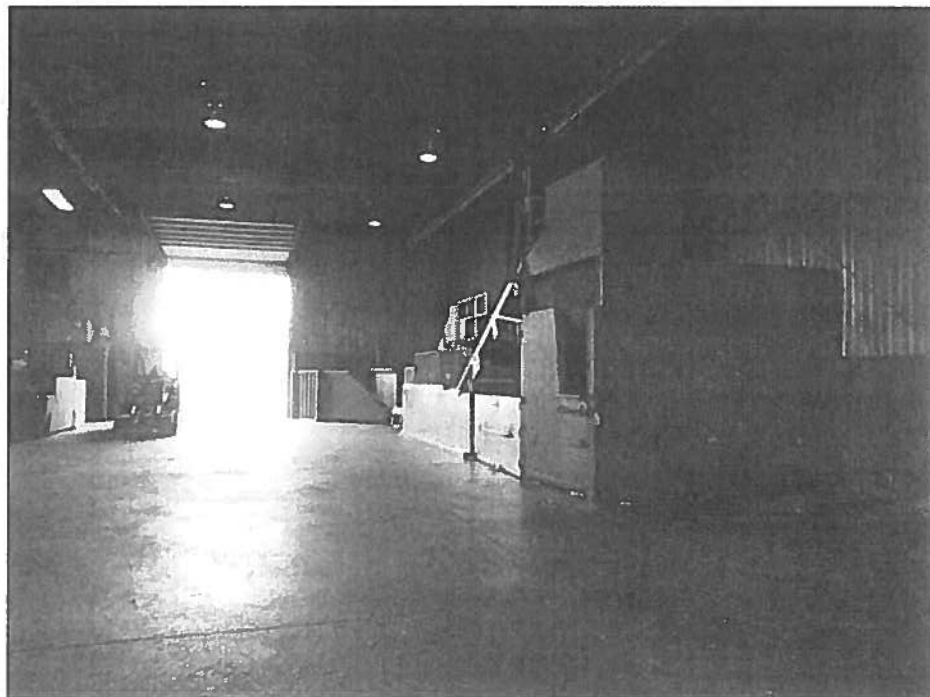
Exterior



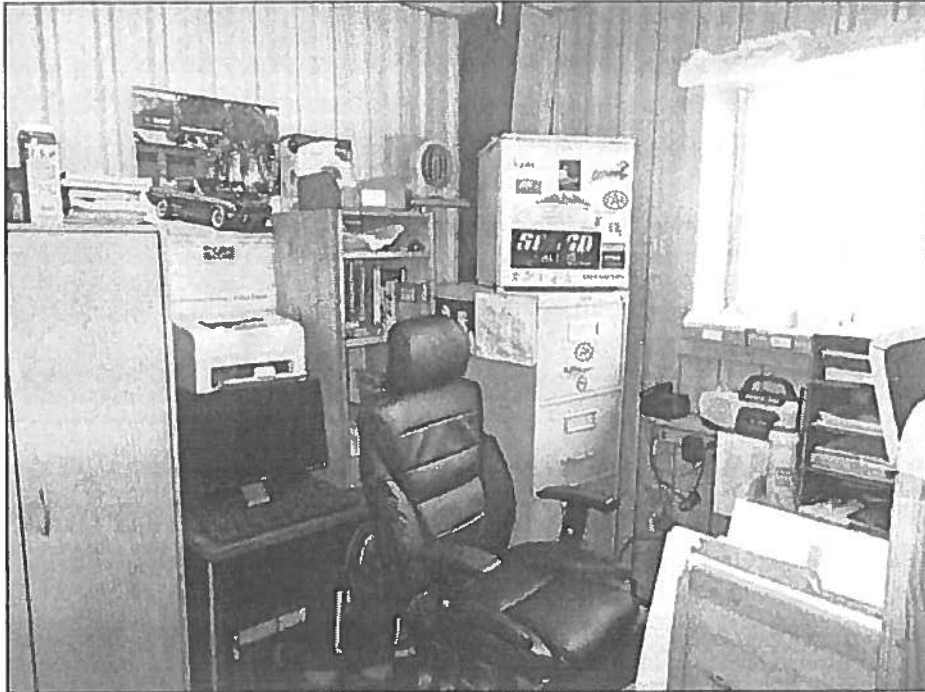
**SUBJECT PROPERTY**  
Interior



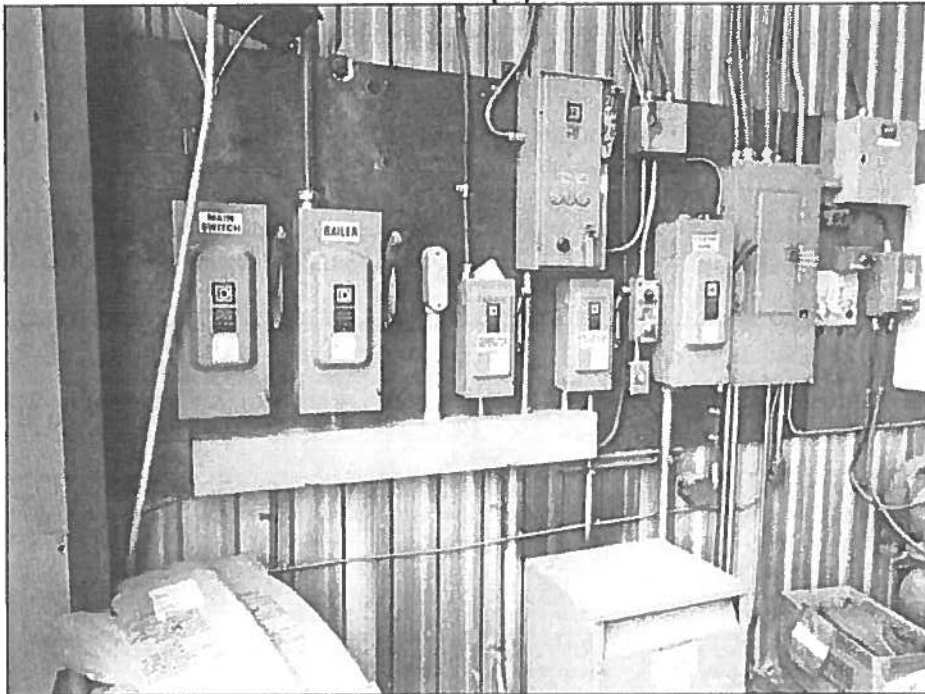
Interior



**SUBJECT PROPERTY**  
**Office**

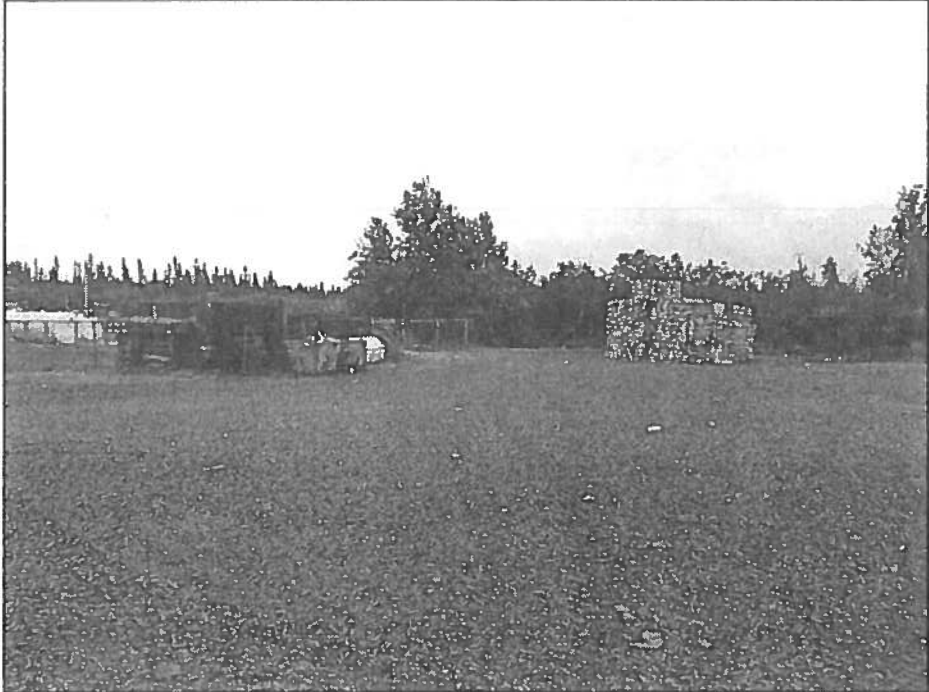


**Electrical Equipment**

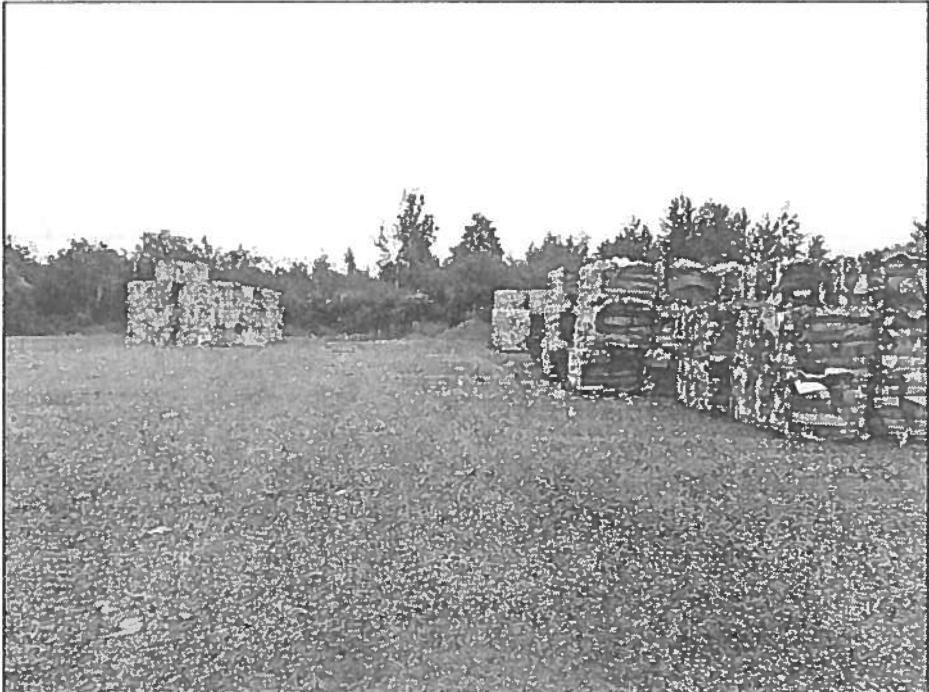


**SUBJECT PROPERTY**

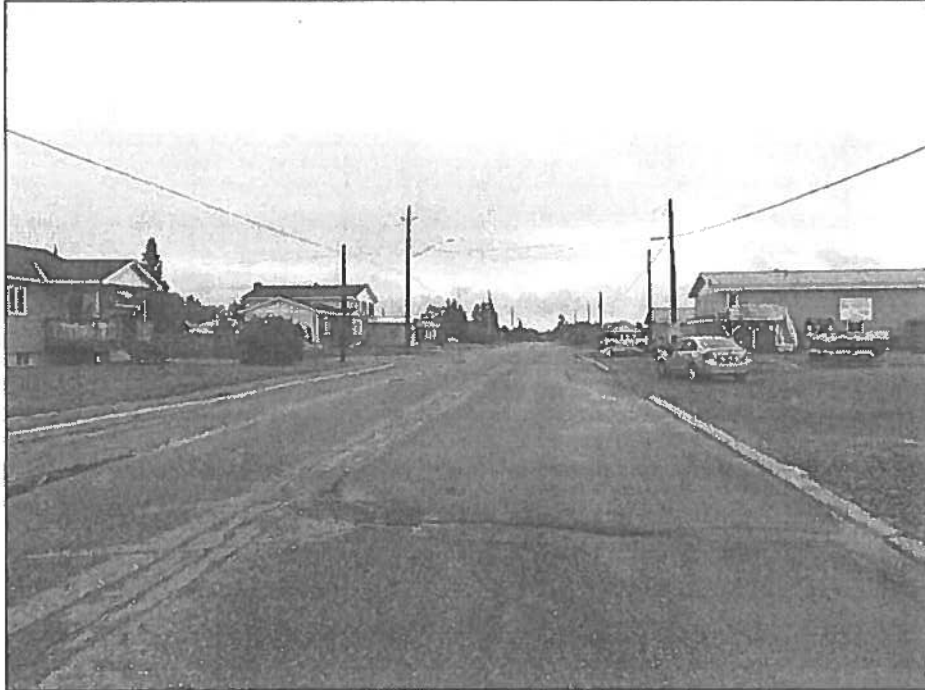
Yard



Yard



**NEIGHBOURHOOD PHOTOS**  
Viewing East on Brunetville Road



**Viewing West on Brunetville Road**



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**SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS**

Address	181 Brunetville Road, Kapuskasing, ON P5N 2H2
Type of Property	Industrial
Owner	The Corporation of the Town of Kapuskasing
Effective Date of Appraisal	July 28, 2014
Date of Inspection	July 28, 2014
Building Size	6,000 square feet (measured)
Lot Size	0.60 acres (MPAC)
Legal Description	PIN 65108-0036 being Parcel 12735 Section CC, Part Lot 18, Concession 14, O'Brien, Part Location RY 277 O'Brien, Part 1 Plan 6R-6214, Town of Kapuskasing, District of Cochrane
Assessment	\$373,000
Taxes (2014)	\$17,189.94 (calculated)
Zoning	Mixed Industrial Commercial Zone (M1)
Highest and Best Use	Continued Industrial use
Direct Comparison Approach Estimate of Value	\$174,000
Income Approach Estimate of Value	\$183,000
Final Estimate of Value	\$175,000
Estimated Value of The Land Only	\$20,000
Estimated Value of The Building Only	\$155,000

## DEFINITION OF THE APPRAISAL PROBLEM

### Report Format

The Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) requires that an appraisal report be identified as one of the following types of reports:

1. **Current** – Refers to an appraisal where the effective date of the report is of a similar period of time as the date the report was prepared or inspected, where market conditions have not or are not expected to have changed materially between the dates.
2. **Retrospective** – Refers to an appraisal where the effective date of the report is prior to the date the report was prepared, where market conditions may be materially different between these dates. A “retrospective” value opinion is based on the market conditions, perceptions and perspectives that existed as of the effective date. Data subsequent to the effective date will only be used as confirmation of trends. This type of report will be written in the past tense to further clarify the effective date being in the past.
3. **Prospective** – Refers to an appraisal where the effective date of the report is subsequent to the effective date of the report i.e. it is a forecast of value. As such, it will be written in future tense to clarify the value being in the future. Value opinions will reflect the current perceptions of market participants as to the future. These opinions are based on the market support of these forecasts.
4. **Update** – Refers to an extension of a previously completed appraisal, changing the effective date of the report. An “update” appraisal involves the analysis of changes in the subject property or market conditions which may result in a different (updated) value opinion. This format is appropriate where the subject property has not undergone significant changes since the original appraisal and the time between the effective date of the original appraisal and the update is not unreasonably long. This report can only be relied on by a reader familiar with the original report of the subject property.

This report is prepared as a Current Appraisal Report.

### **Purpose and Function of the Appraisal**

The purpose of this appraisal is to estimate the market value of the subject property, as of July 28, 2014. The function of this appraisal is for a potential sale of the subject property.

### **Property Rights Appraised**

The property rights appraised in this report are classified as fee simple interest in the real estate.

Fee simple interest is defined as follows in The Appraisal of Real Estate, 3<sup>rd</sup> Canadian Edition, published in August 2010 by the Appraisal Institute of Canada:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, expropriation, police power and escheat.”

### **Legal Description**

The subject property is legally described as follows:

PIN 65108-0036 being Parcel 12735 Section CC, Part Lot 18, Concession 14, O'Brien, Part Location RY 277 O'Brien, Part 1 Plan 6R-6214, Town of Kapuskasing, District of Cochrane

### **Registered Owner**

The registered owner of the subject property is The Corporation of the Town of Kapuskasing.

## Sales History

The last transaction of the subject property is detailed as follows:

Address	Brunetville Road
Instrument #	C457673
Date of Registration	February 14, 1996
Transferor	The Corporation of the Town of Kapuskasing
Transferee	The Corporation of the Town of Kapuskasing, As Trustee
Legal Description	Part of Parcel 12322 Centre Cochrane, being part of Lot 18, Concession 14, Township of O'Brien, Location RY 277, designated as Part 1 on Plan 6R-6214, Town of Kapuskasing, District of Cochrane
Consideration	\$2.00
Remarks	The transfer document contains a Restrictive Covenant that if the Cochrane Temiskaming Waste Management Board ceases to operate the transferor shall be entitled to demand a retransfer or real property excluding any building improvements thereon.

There has been no known MLS sales or listing activity or transfer activity within the past three years of the subject property.

## Encumbrances

None noted.

## Effective Date of the Appraisal

The effective date of this appraisal is July 28, 2014. The property was inspected July 28, 2014 by Robert Steele.

### **Reasonable Exposure Time**

Reasonable exposure time is defined by the Appraisal Institute of Canada as:

"The estimated length of time the property being appraised, would have been offered on the market, prior to the hypothetical consummation of a sale at market value, on the effective date of appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."

Reasonable exposure time for the subject property under current market conditions is estimated to be six to twelve months.

### **Scope of the Appraisal**

The scope of this appraisal included searching for sales and offerings of sale of similar properties within the South Temiskaming area. Information regarding the above items was obtained from a number of sources including vendors, purchasers, local real estate salesmen and brokers, local appraisers, local MLS sources, MPAC, Municipal officials, registry and land titles offices.

Information regarding the subject property was obtained from an inspection of the property, municipal records and officials, the Registry / Land Titles Office and the Municipal Property Assessment Corporation (MPAC).

### **Definition of Market Value**

Market Value is defined by the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) as follows:

"The most probable price which a property should bring in a competitive and open market as of a specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, assuming the price is not affected by undue stimulus."

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

## ASSUMPTIONS AND LIMITING CONDITIONS

The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA) and the following conditions:

- I. This report is prepared at the request of the client and for the specific use referred to herein as identified in paragraph 19 below. It is not reasonable for any other party to rely on this appraisal without first obtaining written authorization from the client, the author and any supervisory appraiser, subject to the qualification in paragraph XX below. Liability is expressly denied to any person other than the client and those who obtain written consent and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
- II. Because market conditions, including economic, social and political factors change rapidly and, on occasion, without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser and confirmed in writing.
- III. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. Unless otherwise stated in this report, no registry office search has been performed and the appraiser assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report. The property is appraised on the basis of it being under responsible ownership.
- IV. The subject property is presumed to comply with government regulations including zoning, building codes and health regulations and, if it does not comply, its non-compliance may affect market value.
- V. No survey of the property has been made. Any sketch in the appraisal report shows approximate dimensions and is included only to assist the reader of the report as a reference in visualizing the property.
- VI. This report is completed on the basis that testimony or appearance in court concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and the provision of appropriate compensation.
- VII. Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or



testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.

- VIII. The appraiser is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. The appraiser expressly denies any legal liability relating to the effect of environmental issues on the market value of the subject property.
- IX. The analysis set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. Unless otherwise stated herein, we did not verify client-supplied information, which we assume to be accurate and correct. If the reader has any questions or concerns regarding the supplied information, then clarification should be obtained from the supplier of the information.
- X. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work.
- XI. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the Canadian Uniform Standards of Professional Appraisal Practice ("The Standards") and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The appraiser acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the Canadian Uniform Standards of Professional Appraisal Practice (the "Standards") and in accordance with the appraiser's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the appraiser's privacy policy and in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA).
- XII. The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format are appropriate for the intended use.
- XIII. Written consent from the author and supervisory appraiser, if applicable, must be obtained before any part of the appraisal report can be used for any purpose by anyone except the client and other intended users identified in the report. Where the client is the mortgagee and the loan is insured, liability is extended to the mortgage insurer. Liability to any other party or for any other use is expressly denied regardless of who pays the appraisal fee. Written consent and approval must also be obtained before the appraisal (or any part of it) can be altered or conveyed to other parties, including mortgagees (other than the client) and the public through prospectus, offering memoranda, advertising, public relations, news, sales or other media.

- XIV. This appraisal report, its content and all attachments/addendums and their content are the property of the author who has signed this report (the author). The client, intended users and any appraisal facilitator are strictly forbidden and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.
- XV. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the appraiser, can be relied upon without fault.
- XVI. Where the intended use of this report is for financing or mortgage lending, and in accordance with the Office of the Superintendent of Financial Institutions Canada (OSFI) Residential Mortgage Underwriting Practices and Procedures B-20 (June 2012), it is the intended user's responsibility to grant mortgage loans on the basis of the borrower's demonstrated willingness and capacity to service his/her debt obligations.
- XVII. The distribution of land and building values, as stated in this report, apply only under the program of utilization as identified in the report. The property rights appraised exclude mineral or timber rights.
- XVIII. While experienced in appraisal matters, the author is not qualified and does not purport to give legal advice. It is assumed:
- A. The legal descriptions are correct as set out.
  - B. Title to the property is marketable.
  - C. There are no encroachments, encumbrances, restrictions, leases or covenants that would in any way affect the valuation, except as expressly noted herein.
  - D. The existing use is legally conforming which may be continued by any purchaser from the existing owner.
  - E. Rights of way, easements or encroachments over other real property and leases or other covenants noted herein are legally enforceable.
- XIX. Investigations have been undertaken in respect of matters which regulate the use of land. However, no inquiries have been placed with the fire department, health department or any other government regulatory agency, unless such investigations are expressly represented to have been made in this report. The subject property must comply with such regulations and if it does not comply, its non-compliance may affect the market value of this property. To be certain of such compliance, further investigations may be necessary. The author(s) of this report cannot accept responsibility for legal matters, questions of survey, opinions of title, hidden or unapparent conditions of the property, toxic wastes or contaminated materials, soil or sub-soil conditions, environmental engineering in general, including adequacy of the electrical system(s), structural or other technical matters which might render this property more or less valuable than as stated herein.
- XX. This report is prepared at the request of Mr. Marc Dupont of the Town of Kapuskasing purpose of estimating the market value of the subject property as of July 28, 2014, for a potential sale of the property. It is not reasonable for any other corporation or person(s)

other than the Town of Kapuskasing to rely upon this appraisal without first obtaining written authorization from Steele & Associates.

## AREA ANALYSIS

### General Overview

The Town of Kapuskasing is located on Highway No. 11 approximately half way between the Town of Cochrane and the Town of Hearst on the Kapuskasing River.

The Town of Kapuskasing was established in 1911 and was originally known as MacPherson until 1917 when it changed its name.

According to the 2011 Census Canada information the population for the town was 8,196, a 3.7% decrease from the 2006 Census population count of 8,509.

### Transportation Facilities

The City has access to provincial highway, Highway #11 runs north south throughout the province. There has a municipal airport. Rail service is available through the Ontario Northland Transportation Commission (north-south). Scheduled bus service follows Highway #11.

### Municipal Services

The City of Temiskaming Shores enjoys full municipal services including its own Volunteer Fire Department. Policing is supplied by the Ontario Provincial Police. Electricity, municipal water and sewer, natural gas, cable TV and telephone service are available.

## **Economy**

Employment in the area consists primarily of resourced based industry concentrating in the forestry sector. There are a number of mining operations within the southern part of the district. The retail/commercial sector of the community has been decreasing steadily over the last number of years with fewer businesses and services in the area. Most consumer shopping is done in the City of Timmins

## **Education Facilities**

The City is serviced by both public and Roman Catholic School Boards. Post secondary education is available at College Boreal and the Northern College of Applied Arts and Technology. The closest university is located in North Bay (Nipissing University).

## **Real Estate Summary**

The area residential market has been stagnating for the past number of years and this is associated with the downturn forestry activity. Commercial and industrial properties trade infrequently to determine trends.

## NEIGHBOURHOOD

### General

The subject property is located in a mixed commercial/industrial/residential neighbourhood in the northeast section of the community.

The immediate area consists of a mixture of industrial / commercial buildings with a school and residential dwellings.

### Availability of Services

Water, electricity, natural gas, telephone, sewer lines and garbage collection are provided by municipal services throughout most of the neighbourhood. Policing is provided by the Ontario Provincial Police with fire protection provided by the local volunteer fire department.

## LAND DESCRIPTION AND ANALYSIS

### Location

The subject property is located on south side of the road and is municipally addressed as 181 Brunetville Road.

### Dimensions and Shape

The existing subject property is rectangular in shape and according to MPAC, has a frontage of 104.53 feet on Brunetville Road and an approximate area of 0.60 acres. According to Teranet record the subject property is roughly rectangular in shape with a north/south orientation. Information pertaining to the subject property was obtained from both MPAC and Teranet records.

### Topography, Drainage and Soil Capacity

The subject property is mostly level and cleared with average landscaping. Drainage is via street side ditches.

No soil core samples were analyzed in connection with this report, but it is assumed, from lack of evidence otherwise, the soil is capable of supporting the existing improvements.

### Rights of Way and Easements

None noted.

### Services

Telephone service and hydro-electricity is available to the subject property. The subject property has full municipal services.

## DESCRIPTION OF THE IMPROVEMENTS

### Type and Style

The subject property is improved with a one-storey, 6,000 square foot industrial building. The subject property is owner occupied, operating as a waste recycling facility.

### Age and Condition

According to MPAC records the existing building was constructed in 1996. The building is considered to be in overall condition and appears to receive regular maintenance.

### Design and Layout

The interior of the building is mostly open with two overhead doors on the front or south side of the building and one overhead door on the rear of north side of the building. The southeast corner of the building contains a small office/locker room and a two-piece bathroom.

### Dimensions

The existing building is rectangular in shape with a maximum width of 60.2 feet and a maximum depth of 100.2 feet (refer to building sketch in preface).

### Construction and Finish

The existing building is constructed on a cement slab foundation and has steel framing. The roof is slow sloping and is metal. The exterior is clad with metal siding.



### **Services and Systems**

The existing building is heated by overhead gas fired radiant heating and has a 200 ampere electrical service.

### **Effective Age**

Actual and effective ages are defined as follows in The Appraisal of Real Estate, 3<sup>rd</sup> Canadian Edition, published in 2010 by the Appraisal Institute of Canada:

"Actual age is the number of years that have elapsed since building construction was completed. Effective age is the age indicated by the condition and utility of a structure and is based on the appraiser's judgement and interpretation of market perceptions. Even in the same market buildings do not necessarily depreciate at the same rate. The maintenance standards of the owner or occupant can influence the pace of building depreciation."

According to MPAC records the subject building was constructed in 1996. Based on our inspection, the building is considered to be in overall average condition. It is our opinion that the effective age of the buildings is ten years.

In discussions with local real estate brokers and municipal officials it was determined the average age of an industrial building, before it loses its economic usefulness due to age and lack of functionality ranges from thirty to ninety years. It is estimated the subject property has an economic life of fifty years, with a remaining economic life of forty years.

### **Site Improvements**

The subject property is improved with gravel parking on all sides of the building

### **Items Not in the Valuation in this Appraisal**

The equipment and chattels contained within the industrial building.

## ASSESSMENT AND TAXES

According to information provided by the local official and MPAC, the subject property is assessed as follows:

Address	181 Brunetville Road
Roll Number	56 66 000 030 18612 0000
2008 Assessment	\$376,000 Commercial
2012 Assessment	\$373,000 Commercial
2014 Phase-In	\$373,000 Commercial
2014 Property Taxes	\$17,189.94 (calculated)

## ZONING

According to MPAC, with reference from the municipality the subject property is Mixed Industrial Commercial Zone (M1). Refer Appendix A for a complete listing of permitted uses.

M1 zoning includes all uses allowed under M2 zoning. M2 zoning allows the collection, storing and processing of goods and raw materials.

It is assumed that the present use as a waste recycling facility is a permitted use covered under the M2 zoning definition.

We do not have a site plan of the subject property but it is assumed the subject conforms to the building regulations and if such is not the case, the subject would be deemed legal non-complying.

## HIGHEST AND BEST USE

### Introduction

Highest and Best Use is defined as follows in The Appraisal of Real Estate, 3<sup>rd</sup> Canadian Edition, published in 2010 by the Appraisal Institute of Canada:

"The reasonably probable and legal use of vacant land or an improved property, that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value."

In an appraisal estimating market value the highest and best use analysis determines the most competitive and profitable use of the subject property. Highest and best use is a market-derived concept determined by the competitive forces acting in the specific market where the subject property is located.

### Criteria Utilized In The Highest and Best Use Analysis

There are four criteria which must be examined in the analysis of the highest and best use. These criteria are listed and detailed as follows.

1. *Legally Permissible*: Factors which are to be examined in order to determine which uses are legally permissible include: zoning by-laws, official plans, restrictions and covenants on title, building codes, environmental regulations, long term leases and the possibility of a change in zoning.
2. *Physically Possible*: Factors which are to be examined in order to determine what type of development is physically possible include: size, shape, terrain, accessibility, risk of natural disasters, frontage, depth, possibility of assemblage, capacity and availability of public utilities, topography, subsoil conditions, cost of site preparation, cost of foundation. In the case of a property, as improved, the condition of the improvements and its ability to remain in its current use must be examined, along with the cost of conversion, compared to the anticipated returns, if an alternate use is indicated.
3. *Financially Feasible*: The previous two criteria will have produced a limited number of possible uses for the subject property; at this point the possible uses are analyzed to determine which are likely to produce the best return on an investment. Determination and evaluation of supply and demand and location are undertaken.

4. *Maximally Productive*: This criterion estimates the best choice of the remaining feasible uses of the property in order to obtain the maximum market value or income accruing to the land.

#### **Highest and Best Use of the Subject Property as Though Vacant**

The determination of the highest and best use of the subject property, as though vacant, is made under the hypothetical assumption the land is vacant and available for development.

The subject property is comprised of a 0.60 acre lot situated in an mixed use neighbourhood in the northeast section of community, zoned M1 allowing for a variety of industrial uses. There is primarily industrial use within the immediate area of the subject property. The subject property has 140.53 feet of frontage on Brunetville Road. There appears to be a some demand for industrial buildings within the community. It is our opinion the highest and best use of the subject property, as vacant land, is for industrial/commercial development when economically feasible.

#### **Highest and Best Use of the Subject Property as Improved**

The determination of the highest and best use, as improved, is based on the future potential of the land and the existing improvements. This analysis is undertaken to determine if any capital expenses are necessary, or prudent in order to convert the subject property to its highest and best use by rehabilitation, remodelling, or by demolition and construction if its economic usefulness is negligible.

The subject property is currently improved with a one-storey, 6,000 square foot industrial building, located on a 0.60 acre lot, zoned M1 in overall good condition. The dominant use in the immediate area is for industrial. The building is suitable for a variety of industrial/commercial uses. It is our opinion the highest and best use of the subject property is its continued industrial use.

## VALUATION

### Introduction

The market value of a property is dependent on a variety of factors including location, reproduction cost, physical condition and the utility of the improvements. These factors have been incorporated into a number of approaches to value, the most common ones are summarized as follows:

1. The Cost Approach: In this approach the land is valued, as if vacant, and to the land value is added the estimated cost of reproduction of the improvements, less various forms of depreciation.
2. The Income Approach: In this approach value is estimated by capitalizing the income the property may reasonably be expected to produce over a set period of time or its remaining economic life.
3. The Direct Comparison Approach: In this approach value is estimated by comparing sales or offering of sale of similar properties.

A more detailed discussion of any approach to value utilized will appear later in this report.

### Valuation Approach(es) Utilized in this Report

This report will conduct a value analysis using the Direct Comparison Approach and the Income Approach. The Cost Approach is not generally used to value this type and age of property, due to depreciation and other estimates required. The Direct Comparison Approach is utilized by many potential purchasers in the market and thus is relevant. The Income Approach is relevant as the income production capability of the property would be of importance to any purchasers who were looking for an investment property.

## DIRECT COMPARISON APPROACH

### Introduction

The Direct Comparison Approach is a valuation method wherein the subject property is compared with similar properties which have been sold or offered for sale, close to the valuation date of the appraisal. The underlying assumption is that if the subject property were exposed to the market, at the date of valuation, it would be competing with the comparable properties, dealing with similar market conditions and similar purchasers. Adjustments are made for differences between the subject property and comparable properties. The greatest weight is given to comparable property sales which are the most similar to the subject property and have sold closest to the value date of the appraisal.

The Direct Comparison Approach is based upon the principle of substitution which states a prudent and knowledgeable purchaser will not pay more for a property than it would cost to purchase a similar and equally desirable substitute, assuming there is no undue delay in making the acquisition.

The Direct Comparison Approach is pertinent as it studies the actions of vendors and purchasers within the marketplace. The reliability of the results are dependent upon the quality of the sales data obtained and the ability of the appraiser to ascertain the appropriate adjustments. Adjustments should only be made for significant, relevant characteristics which would be recognized and reflected in the market. The process involves the following steps:

1. Survey the area in order to locate recent sales, conditional sales and listings of comparable properties.
2. Collect and verify all pertinent information with regard to each comparable property.



3. Analyze the accumulated market information with regard to date and terms of sale, the length of time offered and motivation on the part of either the purchaser or vendor.
4. Compare the subject property in detail with each comparable, making the necessary adjustments as outlined below.
5. Correlate the market data and, through an adjustment process, develop an indication of what the comparable would have sold for had it possessed the physical and economic characteristics of the property being appraised.

### **Valuation of the Subject Property**

In estimating the market values of the subject property by the Direct Comparison Approach, a number of sales and offerings to sell of residential / commercial properties within the market area were located and analyzed. Information regarding the comparables was obtained from owners, real estate agents, vendors, purchasers, local officials, Land Titles, MPAC, Multiple Listing Service (MLS) and a visual inspection of the properties. The details of the most appropriate improved comparables are outlined on the following pages.

### Comparable Number 1



Location:	5 Dump Road, Val Rita
Status:	Sale
Date:	June 26, 2012
Vendor:	North Claybelt
Purchaser:	Northern Ontario Milk Transportation Company Limited
Legal Description:	PIN 65078-0295 Parcel 6397 Section CC; Part Lot 1 Concession 15 Owens Part 3 Plan CR390; subject to C155596; VAL RITA-HARTY, District of Cochrane.
Site Area:	0.48 Acre
Zoning:	RU
Building Size:	1,500
Consideration:	\$15,000
Price Per Square Foot:	\$10.00
Remarks:	fair condition

## Comparable Number 2



Location:	287 Aviation Road, Kapuskasing
Status:	Sale
Date:	October 26, 2011
Vendor:	Superior Helicopters
Purchaser:	-
Legal Description:	Leased Land
Site Area:	-
Zoning:	-
Building Size:	4,000 square feet
Consideration:	\$150,000
Price Per Square Foot:	\$37.50
Remarks:	Vacant industrial building in average condition

**Comparable Number 3**

Location:	320 Government Road, Kapuskasing
Status:	Sale
Date:	September 15, 2010
Vendor:	Rivard Auto Shop Limited
Purchaser:	2258884 Ontario Inc.
Legal Description:	PIN 66117-0080 being Parcel 5439 Section CC Part Lot 16 Concession 12 O'Brien Part 6 Plan CR- 93, Town of Kapuskasing, District of Cochrane
Site Area:	0.78 acres
Zoning:	M2
Building Size:	4,850 square feet
Price:	\$101,000
Price Per Square Foot:	\$20.82
Remarks:	Older industrial building, average condition

**Comparable Number 4**

Location:	13 Henderson Avenue, Kapuskasing
Status:	Sale
Date:	June 25, 2012
Vendor:	Trucken North Ltd.
Purchaser:	2335552 Ontario Inc.
Legal Description:	PINs 65105-0783 / 0848 / 0784 being Plan M45 Lots 754 & 755 Plan RP-CR301, Part 9 Parcel 1739, 6074, 8173 CC, Town of Kapuskasing, District of Cochrane
Site Area:	0.24 acre
Zoning:	C1
Building Size:	5,353
Sale Price:	\$70,000
Price Per Square Foot:	\$13.08
Remarks:	Fair condition

Chart of Comparables Utilized

181 Brunetville Road, Kapuskasing 29

Element of Comparison	Subject	Comp #1	Comp #2	Comp #3	Comp #4
Address	181 Brunetville Rd. Kapuskasing	5 Dump Road Val Rita	287 Aviation Rd. Kapuskasing	320 Government Rd. Kapuskasing	13 Henderson Ave. Earlton
Status	N/A	Sale	Sale	Sale	Sale
Property Interest	Fee Simple	Fee Simple	Leased Fee	Fee Simple	Fee Simple
Financing	N/A	At Market	At Market	At Market	At Market
Conditions of Sale	N/A	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Market Conditions	Current	Similar	Similar	Similar	Similar
Location	Average	Average	Average	Average	Average
Building Size (square feet)	6,000	1,500	4,000	4,850	5,353
Lot Size (acres)	0.60	0.48	n/a	0.60	0.24
Age (effective)	10	Older	Older	Older	Older
Condition	Good	Average	Good	Average	Fair
Zoning	M1	-	-	-	-
Economic Characteristics	Owner	Owner	Vacant	Vacant	Vacant
Use	Industrial	Industrial	Specialty	Industrial	Industrial
Non-Reality Components	N/A	None	None	None	None
Date	N/A	06/12'	10/11'	09/10'	06/12'
Price (asking)	N/A	\$15,000	\$150,000	\$101,000	\$70,000
Price per Square Foot	N/A	\$10.00	\$37.50	\$20.82	\$13.08
Property Rights Conveyed	N/A	Nil	Positive	Nil	Nil
Financing Terms	N/A	Nil	Nil	Nil	Nil
Conditions of Sale	N/A	Nil	Nil	Nil	Nil
Market Conditions	N/A	Nil	Nil	Nil	Nil
Location	N/A	Positive	Nil	Nil	Nil
Lot Size	N/A	Nil	Nil	Nil	Nil
Physical Characteristics	N/A	Nil	Negative	Nil	Nil
Economic Characteristics	N/A	Nil	Nil	Nil	Positive
Age/Condition	N/A	Positive	Nil	Positive	Positive
Economy of Scale	N/A	Negative	Negative	Negative	Nil
Use/Zoning	N/A	Nil	Nil	Nil	Nil
Non-Reality Components	N/A	Nil	Nil	Nil	Nil
Overall Adjustment	N/A	Positive	Negative	Positive	Positive

## Analysis

Comparable number 1 is located at 5 Dump Road in Val Rita and sold for a price of \$15,000 in June 2012. The property is comprised of a 1,500 square foot industrial building in fair condition, located on a 0.48 acre lot. The unit rate of \$10.00 per square foot requires a downward adjustment for economy of scale and condition. Upward adjustment is required for location and condition. Overall, an upward adjustment is required.

Comparable number 2 is located at 287 Aviation Road in Kapuskasing and sold for a consideration of \$150,000 in October 2011. The property is comprised of a 4,000 square foot industrial building with specialty use as an aircraft hangar in good condition, situated on leased land. The unit rate of \$37.50 requires a downward adjustment for economy of scale and for specialty use. An upward adjustment is required for being situated on leased land. Overall, a downward adjustment is required.

Comparable number 3 is located at 320 Government Road in Kapuskasing and sold for a price of \$101,000 in September 2010. The property is comprised of a 4,850 square foot industrial building in average condition, situated on a 0.60 acre lot. The unit rate of \$20.82 per square foot requires a downward adjustment for economy of scale. An upward adjustment is required for location, and economic conditions due to being vacant. Overall, an upward adjustment is required.

Comparable number 4 is located at 13 Henderson Avenue in Kapuskasing and sold for a price of \$70,000 in June 2012. The property is comprised of a 5,353 square foot industrial building in fair condition, situated on a 0.43 acre lot. The unit rate of \$13.08 per square foot requires upward adjustment for condition and economic conditions due to being sold under power of sale conditions.

The subject property is improved with a 6,000 square foot industrial building in good condition, located on a 0.60 acre lot and is owner occupied.

The comparables show a range of value from \$10.00 to \$37.50 per square foot. The adjustment process narrows this range to between \$20.82 and \$37.50 per square foot.

It is our opinion that the applicable rate for the subject property is close to the middle of the reduced range at lower end of the reduced scale at \$29.00 per square foot.

Therefore the total estimated value of the subject property, as of July 28, 2014 utilizing the Direct Comparison Approach is calculated as follows:

6,000 square feet @ \$29.00 per square foot = \$174,000

**ONE HUNDRED SEVENTY FOUR THOUSAND DOLLARS**

**\$174,000.00**



## INCOME APPROACH

### Introduction

The Income Approach to value is based upon the premise the value of a property is the present worth of future anticipated benefits (the earnings a property may reasonably be expected to produce over the remaining economic life of the improvements). This approach utilizes the following steps:

1. Estimate the total potential gross income of the property less an allowance for vacancy and bad debts (effective gross income).
2. Estimate the total annual operating expenses.
3. Calculate the net operating income (the effective gross income less the operating expenses)
4. Select the appropriate method of capitalization.
5. Select an appropriate capitalization rate.
6. Convert the anticipated annual net operating income into an indication of value utilizing a suitable procedure.

### Gross Income Estimates

To determine the income producing capability of the subject property, a cursory analysis of rental rates in the area was undertaken. As owner occupied commercial buildings do not have rental agreements, typically similar rented properties are analyzed to determine market rental rates. Given the small market size and the rural location of the subject building, there is little information on rental rates within the New

Liskeard area. However, the wider market indicates a range from \$5.00 to \$25.00 per square foot. This information is available on file at the appraisal office.

Factors to consider for the subject property in determining a reasonable rental rate would be the size of the building or economy of scale, off set by the location, age and condition of the building. Based on interviews with local Realtors, it is our opinion the applicable rental rate for the subject property would at the lower end of the range at \$5.00 per square foot, plus realty taxes, utilities, insurance and basic maintenance. The landlord would be responsible for structural maintenance and management fees.

Therefore the gross income estimate is calculated as follows

$$6,000 \text{ square feet @ } \$5.00 \text{ per square foot} = \$30,900$$

#### **Vacancy and Collection Loss**

The majority of investors calculate a percentage of the gross income as an allowance for loss due to vacancy and collection loss. The size of this allowance varies according to such factors as the condition of the property, the market demand for the type of property and the quality of the tenant. The general vacancy rate for commercial properties in this market is estimated to be between 5% and 10%. Given the location within the former Town of New Liskeard of the subject property, we will utilize a vacancy and collection loss rate of 5% (\$1,500).

#### **Effective Gross Incomes**

The effective gross income is determined by subtracting the vacancy and collection loss allowance from the potential gross income (\$30,000 - \$1,500 = **\$28,500**).

## Expense Estimates

Operating expenses refer to the annual operating costs in order to reasonably maintain the property. They fall into two categories:

- Fixed Charges: These charges refer to those items which do not vary during any given calendar year and includes such items as property taxes and insurance. Business taxes normally are not included as operating expenses of a property.
- Operating Expenses: These charges include those which vary from year to year and include the following:
  - *Management Fees* - This is a standard item of expense and is applicable whether the property is managed by the owner or by a management company. The fee is normally determined as a percentage of the effective gross income and covers the cost of rent collections and administration. It has been determined that a fee ranging from 3% to 6% is normal. Generally the higher the percentage the more administration is required, such as in multi-tenant facilities.
  - *Utilities* - These expenses include electrical, heating, sewer and water costs, janitorial services and exterior maintenance such as snow removal and lawn care.
  - *Repairs and Maintenance* - These expenses include necessary repairs to all components of the building plus the costs of cleaning, painting and renovating rental units, as required, in order to maintain their market value.

The landlord is assumed to be responsible for management fees and structural maintenance only, all other costs are for the tenant. We will use 5% of the effective income for management fees as this is likely to be a one tenant facility (\$1,425). We will estimate the maintenance at 5% of the effective gross income (\$1,425) due to the age and overall average condition of the building.

Thus the net operating income (income before debt service) is calculated as follows:

Potential Gross Income	\$30,000	
Less Vacancy and Collection Loss	<u>\$ 1,500</u>	
Effective Gross Income	\$28,500	\$28,500
 Expenses		
Maintenance	\$ 1,425	
Management Fees	<u>\$ 1,425</u>	
Total Expenses	\$ 2,850	<u>\$ 2,850</u>
 Net Operating Income		 \$25,650

### Capitalization

According to the Appraisal Institute of Canada's book An Introduction To Real Estate Appraising,

"Capitalization may be defined as "the process of converting into a present worth a series of anticipated future annual instalments of income by the application of a factor, referred to as a capitalization rate."

"Capitalization is the process of converting or discounting the net operating income which a property produces into its capital value by the application of an appropriate rate or factor."

## Capitalization Method

The value of a property may be estimated from the quantity and quality of its net income through capitalization. There are several techniques which may be utilized in the capitalization process. Those most frequently utilized are detailed as follows.

- a. Direct Capitalization--This method involves an examination of recent sales of leased facilities to extract capitalization rates which are calculated by dividing the net income of each property by their sales price. It then becomes a matter of ranking the investment characteristics of the subject property to those of the sold properties analyzed. When sufficient data is available for analysis, this method is reliable as it reflects the activity of market participants.
  
- b. Mortgage Equity--This method involves separating the capitalization rates of recent sales into two components. The net income is separated into components representing the amount required to satisfy the mortgage while the remaining income is capitalized and represents the return on the investor's investment. When sufficient data is available for analysis, this method is reliable as it reflects the expected return on investment by market participants.
  
- c. Gross Income Multiplier--This method involves examining the recent sales of comparable properties with reference to their gross incomes in relation to their sale price. Dividing the gross income into the sale price will result in a ratio of gross income to value. This method works best when the ratio of expenses of each of the comparable properties is closest to the subject property. This type of comparison should be an accurate reflection of market conditions if a sufficient sample of comparable properties is utilized.

This report will utilize the Direct Capitalization method as sufficient sales of investment properties are available for analysis.

### Direct Capitalization

Based on a cursory review of the local real estate market, there is very limited information regarding capitalization rates in the Kapuskasing.

A review of the limited MLS sales information for the wider area shows a range of capitalization rates between 8% and 15%.

Factors to consider in selecting an applicable capitalize rate include, the age, condition and location of the property as well as the local economic conditions of the community.

It is our opinion the applicable capitalization rate would be closer to the upper end of the estimated broader range for the subject property at 14.0%.

Therefore the estimated value of the subject property, as of July 28, 2014, utilizing the Income Approach is calculated as follows.

$$\begin{aligned}
 \text{Market Value} &= \frac{\text{Net Income}}{\text{Capitalization Rate}} \\
 &= \frac{\$25,650}{14.0\%} \\
 &= \$183,214
 \end{aligned}$$

Rounded as per market norms to

**ONE HUNDRED EIGHTY THREE THOUSAND DOLLARS**  
**(\$183,000.00)**

## RECONCILIATION AND FINAL ESTIMATES OF VALUE

The reconciliation process is designed to examine the strengths and weaknesses of each approach to value and to determine which approaches should be given the most emphasis, while determining the final estimate of value for the subject property.

This evaluation process must determine the quality and reliability of the information used in each approach to value and determine their relative appropriateness to the subject property.

### The Direct Comparison Approach

The advantages of this approach are as follows:

- It is easy to understand.
- It avoids several estimates by eliminating such components as reproduction costs, depreciation, income and capitalization.
- It is widely accepted by the market and the courts.

The disadvantages of this approach are as follows:

- Good comparables are occasionally difficult to obtain.
- Careful judgment and extensive sales data is required for any required adjustments.
- It is occasionally difficult to obtain relevant data in regards to motivation of vendors and purchasers.
- All data is dated and may be invalidated by a rapidly changing market.

Data utilized in this Approach is straight forward and consistent. This Approach is most often utilized by purchasers wishing to utilize a property themselves.

### The Income Approach

The advantages of this approach are as follows:

- It allows investors to predict a return on their investment.
- Methods such as the overall capitalization method and the gross income method are easy to understand.

The disadvantages of this approach are as follows:

- A small error or miscalculation in income, expenses or selecting a capitalization rate is magnified by the capitalization process.
- Several parts of this approach are subject to interpretation which may or may not be accurate.
- Methods such as the band of investment method and the discounted cash flow technique may be difficult to comprehend by potential purchasers.

The value estimates of the subject property utilizing each approach to value are as follows:

Value by the Direct Comparison Approach	\$174,000
Value by the Income Approach	\$183,000

The income approach used in this report is based on estimated values for both income and expenses and is highly hypothetical.

The Direct Comparison Approach is especially valid for owner occupied properties, with the income producing capabilities of paramount importance to investment purchases. The subject is owner occupied and the income approach relies heavily on estimated values. The comparables used in the report represent recent sales of similar properties situated in the South Temiskaming area.

Therefore, the direct comparison approach will be given the most weight for the final analysis.



Conclusively, it is the appraiser's opinion the estimated prospective market value of the subject property, as of July 28, 2014 is:

**ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS**

**(\$175,000.00)**

## VALUATION—VACANT LAND

### Introduction

There are six procedures which may be utilized in estimating the value of the subject property, as vacant land:

1. The Direct Comparison Method: In this method sales of similar vacant sites are examined and analyzed in order to estimate the value of the subject land. This approach is generally favoured by appraisers when sales are available.
2. The Abstraction Method: This method determines typical ratios of land value to property value for the applicable type of real estate in specific locales. This method is often utilized when land sales are rare or non-existent.
3. The Extraction Method: This method is a variety of the abstraction method in which sale prices of improved properties have the depreciated cost of the improvements deducted to reach a land value. This method is utilized when land sales are rare or non-existent.
4. The Subdivision Development Method: In this method the total gross revenues from the sale of a lot or lots is estimated then deductions for costs such as servicing, development fees, sales commissions, overhead, interest costs and developer's profit are subtracted. The resultant figure is an indication of value. This method is most often utilized for estimating the value of raw land by hypothetically projecting a subdivision on the land.
5. The Land Residual Method: In this method the land is hypothetically improved with the highest and best use which results in the highest net return. The net return of the improved property then is lessened by the return attributable to the improvements which leaves the residual attributable to the land. This residual is then capitalized at the appropriate rate for an indication of land value. This method

is most often utilized in downtown cores of large cities where land sales are non-existent.

6. Ground Rent Capitalization: This method is utilized to value land which is leased. Market rents and capitalization rates are determined and analyzed to convert ground rents into market value.

This report will utilize the Direct Comparison Method. There are sales and listings of vacant land available for analysis.

## DIRECT COMPARISON APPROACH—VACANT LAND

### Introduction

The Direct Comparison Approach is a valuation method wherein the subject property is compared with similar properties which have been sold or offered for sale, close to the valuation date of the appraisal. The underlying assumption is that if the subject property were exposed to the market, at the date of valuation, it would be competing with the comparable properties, dealing with similar market conditions and similar purchasers. Adjustments are made for differences between the subject property and comparable properties. The greatest weight is given to comparable property sales which are the most similar to the subject property and have sold closest to the value date of the appraisal.

The Direct Comparison Approach is based upon the principle of substitution which states a prudent and knowledgeable purchaser will not pay more for a property than it would cost to purchase a similar and equally desirable substitute, assuming there is no undue delay in making the acquisition.

The Direct Comparison Approach is pertinent as it studies the actions of vendors and purchasers within the marketplace. The reliability of the results are dependent upon the quality of the sales data obtained and the ability of the appraiser to ascertain the appropriate adjustments. Adjustments should only be made for significant, relevant characteristics which would be recognized and reflected in the market. The process involves the following steps:

1. Survey the area in order to locate recent sales, conditional sales and listings of comparable properties.
2. Collect and verify all pertinent information with regard to each comparable property.

3. Analyze the accumulated market information with regard to date and terms of sale, the length of time offered and motivation on the part of either the purchaser or vendor.
4. Compare the subject property in detail with each comparable, making the necessary adjustments as outlined below.
5. Correlate the market data and, through an adjustment process, develop an indication of what the comparable would have sold for had it possessed the physical and economic characteristics of the property being appraised.

### **Valuation of the Subject Property**

The excess land of the subject property comprises two residential building lots. In estimating the market values of the subject property by the Direct Comparison Approach, a number of sales and offerings to sell of residential lots within The Municipality of Temiskaming Shores were located and analyzed. Information regarding the comparables was obtained from owners, real estate agents, vendors, purchasers, municipal officials, Land Titles, MPAC, Multiple Listing Service (MLS) and a visual inspection of the properties. The details of the most appropriate comparables are outlined on the following pages.

**Comparable Number 5**

Location	:	5 O'Brien Avenue, Kapuskasing
Status	:	Sale
Date of Registration	:	August 15, 2012
Vendor	:	Hanz Ltd.
Purchaser	:	2335552 Ontario Inc.
Legal Description	:	PIN 65105-0789 being Parcel 1149 Section CC; Lot 776 Plan M45T O'Brien; Town of Kapuskasing, District of Cochrane
Site Area	:	5,227 SqFt
Consideration	:	\$35,000
Price per Square Foot	:	\$6.70

**Comparable Number 6**

Location	:	12 Government Road, Kapuskasing
Status	:	Sale
Date of Registration	:	August 15, 2013
Vendor	:	-
Purchaser	:	2335552 Ontario Inc.
Legal Description	:	PIN 65105-0791 being Parcel 12443 Section CC; Lots 772, 773, 774, 775, 778, 779, 780, 782 Plan M45T O'Brien; Part Lots 770, 771, 777, Plan M45T O'Brien; Part Lane Plan M45T O'Brien close by C78631, Parts 1 to 7 Plan 6R-6571, except C482547 Parts 3, 4 & 5 Plan 6R6571 & Parts 1, 3 Plan 6R-6593, subject to Parts 2 & 4 Plan 6R-6595, subject to C109444, Town of Kapuskasing, District of Cochrane
Site Area	:	23,960 SqFt
Consideration	:	\$140,000
Price per Square Foot	:	\$5.84



### Comparable Number 7

Location	:	19 Lang Avenue, Kapuskasing
Status	:	Sale
Date of Registration	:	September 11, 2012
Vendor	:	PLB Furniture Ltd.
Purchaser	:	3636224 Canada Inc.
Legal Description	:	PIN 65105-0797 being Parcel 258 Section CC; Lot 726 Plan M45T O'Brien; Town of Kapuskasing, District of Cochrane
Site Area	:	4,712 Square Feet
Consideration	:	\$37,500
Price per Square Foot	:	\$7.96

### Comparable Number 8

Location	:	69 Queen Street, Kapuskasing
Status	:	Sale
Date of Registration	:	-
Vendor	:	GAOUTTE, Daniel & Lorraine
Purchaser	:	1814753 Ontario Inc.
Legal Description	:	PIN 65105-0376 being Parcel 12544 Section CC; Lot 448 Plan M45T O'Brien; Town of Kapuskasing, District of Cochrane
Site Area	:	5,750 Square Feet
Sale Price	:	\$20,000
Price per Square Foot	:	\$3.48



Element of Comparison	Subject	Comp #5	Comp #6	Comp #7	Comp #8
Address	181 Brunetville Rd.	5 O'Brien Ave.	12 Government Rd.	19 Lang Ave.	69 Queen St.
Status	N/A	Sale	Sale	Sale	Sale
Property Interest	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	N/A	At Market	At Market	At Market	At Market
Conditions of Sale	N/A	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Market Conditions	Current	Similar	Similar	Similar	Similar
Location	Average	Average	Average	Average	Average
Lot Size (\$qFt)	26,136	5,227	23,690	4,712	5,750
Condition	N/A	N/A	N/A	N/A	N/A
Zoning	M1	C1	C1	C1	C3
Economic Characteristics	Vacant	Vacant	Vacant	Vacant	Vacant
Use	Industrial / Commercial	Commercial	Commercial	Commercial	Commercial
Non-Reality Components	N/A	None	None	None	None
Date	N/A	08/13'	08/13'	11/12'	10/10'
Price (asking)	N/A	\$35,000	\$140,000	\$37,500	\$20,000
Price per Square Foot	N/A	\$6.70	\$5.84	\$7.96	\$3.48
<b>Required Adjustments</b>					
Property Rights Conveyed	N/A	Nil	Nil	Nil	Nil
Financing Terms	N/A	Nil	Nil	Nil	Nil
Conditions of Sale	N/A	Nil	Nil	Nil	Nil
Market Conditions	N/A	Nil	Nil	Nil	Positive
Location	N/A	Nil	Negative	Nil	Nil
Lot Size	N/A	Nil	Nil	Nil	Nil
Physical Characteristics	N/A	Nil	Nil	Nil	Nil
Economic Characteristics	N/A	Nil	Nil	Nil	Nil
Age/Condition	N/A	Nil	Nil	Nil	Nil
Economy of Scale	N/A	Negative	Nil	Negative	Negative
Use/Zoning	N/A	Negative	Negative	Negative	Negative
Non-Reality Components	N/A	Nil	Nil	Nil	Nil
Overall Adjustment	N/A	Negative	Negative	Negative	Minimal

### **Analysis of Comparables for Vacant Portion**

Comparable number 5 is located at O'Brien Avenue and sold for a price of \$35,000 in August 2012. The property is comprised of 5,227 square feet of vacant land zoned C1. The selling price requires downward adjustment for economy of scale and for zoning.

Comparable #6 is located at 12 Government Road and sold for a price of \$140,000 in August 2013. The property is comprised for 23,690 square feet of vacant land, zoned C1. The selling price requires downward adjustment for location for being situated on the main through street within the community and for zoning.

Comparable #7 is located at 19 Lang Avenue and sold for a price of \$37,500 in November 2012. The property is comprised of 4,712 square feet of vacant land zoned C1. The selling price requires downward adjustment for economy of scale and for zoning.

Comparable #8 is located at 69 Queen Street and sold for a price of \$20,000 in October 2010. The property is comprised of 5,750 square feet of vacant land, zoned C1. The selling price requires downward adjustment for economy of scale and for zoning. An upward adjustment is required for time due to being time dated. Overall, minimal adjustment is required to the selling price.

The assumed vacant land of the subject property consists of 0.60 Acres according to the MPAC assessment.

Comparable #83 required the least amount of overall adjustment and therefore, the estimated value of the land only of the subject property is estimated to be:

**TWENTY THOUSAND DOLLARS**  
**\$20,000.00**

## CERTIFICATION

An inspection of the subject property, located at 181 Brunetville Road in New Kapuskasing was carried out July 28, 2014 by Robert Steele.

The appraiser(s) have no past, present or contemplated interest in the property appraised. To the best of the appraiser's knowledge the information reported is true and factual and has been verified where possible.

I certify that, to the best of our knowledge and belief, the reported analyses, opinions and conclusions were developed, in conformity with the requirements of the Uniform Standards of Professional Practice as adopted by the Appraisal Institute of Canada.

The report is subject only to the Assumptions and Limiting Conditions listed in the report, and the report identifies all of the limiting conditions, whether imposed by terms of the assignment or by the appraiser.

Neither the employment to make the appraisal, nor the compensation is contingent upon the amount of the valuation reported.

As of the date of this report, the undersigned have fulfilled the requirements of The Appraisal Institute of Canada Continuing Professional Development Program for designated members

I, Michael Potashnyk did not personally inspect the subject property. I have reviewed this appraisal report and I concur with the final estimate of value contained herein.

Having regard to all the information contained in this appraisal report, it is our opinion the market value of the subject property, subject to the underlying assumptions and limiting conditions outlined in the report, as of July 28, 2014 that the combined market value of the subject property is estimated to be as follows:

**ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS  
(\$175,000.00)**

As per the scope of the appraisal assignment, separate values have been requested for the building and for the land, as if vacant. Therefore, the estimated market value of the land portion as of July 28, 2014 is as follows:


**TWENTY THOUSAND DOLLARS  
(\$20,000.00)**

Therefore, the estimated value of the building only of the subject property as of July 28, 2014 is as follows:

**ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS  
(\$155,000.00)**

Yours truly,

Steele & Associates



Robert Steele, B.A., CRA  
Appraiser



Michael Potashnyk, AACI, P.App  
Appraiser

Date: September 29, 2014

Date: September 29, 2014

# APPENDIX A

**18.0 MIXED INDUSTRIAL COMMERCIAL (M1) ZONE**

No person shall use any land or erect, alter or use any building or structure in the Mixed Industrial Commercial (M1) Zone except in accordance with the following provisions and Schedule "A", and Sections 3 and 4 of this By-law.

**18.1 Permitted Uses****18.1.1 INDUSTRIAL**

- Aggregate processing site
- All uses in the M2 Zone
- Autobody repair shop
- Contractors yard
- Storage industry
- Warehouse

**18.1.2 COMMERCIAL USES**

- Automotive sales establishment
- Automotive washing establishment
- Bakery
- Bailing site
- Bank or financial institution
- Building supply centre
- Business or professional office
- Commercial use
- Custom workshop
- Dairy
- Day nursery
- Eating establishment
- Highway service centre
- Motel
- Parking
- Personal service shop
- Public garage
- Recycling depot, composting facility
- Veterinary establishment

**18.1.3 OTHER USES**

- Accessory uses, buildings or structures to the foregoing permitted uses including a retail sales outlet, one accessory dwelling unit accessory to a permitted use but excluding a residential dwelling use.
- A Home based business is a permitted use in the case of existing residential dwelling units. A Home based business will be permitted in accordance with

Section 3.9 except that a maximum of two home based businesses shall only be permitted.

- To include the use of a swimming pool, fire hall and any other municipal services. (Bylaw No. 3100)

#### **18.1.4 PUBLIC USE**

- In accordance with section 3.22 of this By-law.

*Note: See Schedule "A" for performance standards.*

#### **18.2 Additional Requirements**

##### **a) Open Storage**

Where any lot used for an industrial use abuts a lot on which the principal use is a residential use, outside storage is prohibited in those yards on the industrial use lot which abuts the residential use lot unless the outside storage is fully and completely hidden by an opaque screen or buffer.

#### **18.3 Parking**

Parking and loading facilities should be provided in accordance with the provisions of Sections 3.13 and 3.19 of this By-law.

### **19.0 LIGHT INDUSTRIAL (M2) ZONE**

No person shall use any land or erect, alter or use any building or structure in the Light Industrial (M2) Zone except in accordance with the following provisions and Schedule "A", and Sections 3 and 4 of this By-law.

## 19.1 Permitted Uses

### 19.1.1 INDUSTRIAL

- Light Industrial includes manufacturing, processing, servicing, storage of goods and raw materials and warehousing where emissions e.g. sound, odour, dust, vibration, fumes or smoke are zero to negligible and there is a self-contained process with zero to low probability of fugitive emissions. Permitted uses shall also include a contractors yard.

### 19.1.2 INSTITUTIONAL

- Institutional use

### 19.1.3 OTHER USES

- Includes manufacturing, processing, servicing, storing of goods and raw materials, warehousing, wholesaling, repairing, transportation and communication facilities, public utilities, builders or contractors yards and similar uses where emissions or outputs are zero to negligible. One accessory dwelling unit shall be permitted provided it does not include a single detached dwelling.
- A Home based business is a permitted use in the case of existing residential dwelling units. A Home based business will be permitted in accordance with Section 3.9.
- autobody repair shop
- derelict motor vehicle site
- a two storey dwelling unit as it pertains to Part 5, Plan CR-93, municipally known as 324 Government Rd. (Bylaw No. 2509)
- an accessory dwelling, Parcels 1092 and 10053 CC (Gurney Road) (Bylaw No. 2541)

### 19.1.4 PUBLIC USE

- In accordance with section 3.22 of this By-law.

*Note: See Schedule "A" for performance standards.*

## 19.2 Additional Requirements

### Property Abutting Railway

- a) Despite any other provisions of this By-law to the contrary, where any lot line or portion thereof abuts a railway right-of-way, no interior side or rear yard shall be required along that portion of such lot line which so abuts the railway right-of-way.

- b) Open Storage

Where any lot used for an industrial use abuts a lot on which the principal use is a residential use, outside storage is prohibited in those yards on the industrial use lot which abuts the residential use lot unless the outside storage is fully and completely hidden by an opaque screen or buffer.

- c) Derelict Motor Vehicle Site

No derelict motor vehicle site may contain more than three (3) motor vehicles on site unless the site is completely hidden by an opaque screen or buffer.

- d) Minimum Distance Separation

In addition to the Minimum Yard Requirements set out in Schedule "A", the Minimum Distance Separation between the Main Wall of any permitted industrial use and the main wall of any adjacent or new sensitive land use (residential, day care, hospital or health facility) shall be subject to Section 3.15 and to Site Plan Control.

## 19.3 Parking

Parking and loading facilities should be provided in accordance with the provisions of Sections 3.13 and 3.19 of this Bylaw.

## 19.4 Exceptions

Inclusion of a **(M2-A) Mixed Use Industrial Zone** with respect to Concession 12, Part Lot 14, RP CR-910 Part 1, 6R-4629 Part 3, Parcel 11693CC, Government Road.  
(Bylaw No. 3042)



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**Subject:** Disposal of Land – Lots 70 & 72 Carter Boulevard – L. Loranger      **Report No.:** CGP-039-2015  
**Agenda Date:** September 1, 2015

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## **Attachments**

**Appendix 01:** Draft By-law and Offer to Sell

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-039-2015;
2. That Council directs staff to prepare the necessary by-law to enter into an Offer to Sell with Laurier Loranger for a residential building lot on Carter Boulevard in North Cobalt legally described as Lots 70 and 72, Plan M52NB, Parcel 10954 SST for the purpose of constructing a single detached dwelling with a second unit that is constructed with universal design principles for consideration at the September 1, 2015 Regular Council meeting; and
3. That Council agrees to retain David Bennett, Solicitor with Doupe Bennett McLeod to represent the City in the land sale.

## **Background**

On March 19, 2015 the City issued Request for Proposals No. CGP-RFP-001-2015 for the construction of housing for small families, seniors and persons living with disabilities. The purpose of the project was to increase the number of affordable and accessible housing units in the City by offering free land other development incentives. The Request Proposals closed on May 14, 2015.

At the June 17, 2015 Regular Council meeting Resolution No. 2015-389 was carried to accept Laurier Loranger's proposal for Project No. 6, Carter Boulevard to construct a single detached dwelling with a second unit provided one or both units are accessible for persons living with disabilities.

## **Analysis**

The City retained David Bennett, Solicitor with Doupe, Bennett, McLeod to prepare a Draft Offer to Sell which was included in the Request for Proposals. The Offer to Sell outlines the program as follows:

- The purchase price is \$2
- The Closing Date is October 1, 2015
- The purchaser agrees that within 3 years of the Closing Date to have completed construction of a building described as a modest, energy-efficient single detached dwelling with a gross floor area of 1,000 square feet or less (no less than 500 square feet) with a second unit that has a gross floor area of 600 square feet or less with one or both units constructed in accord with the principles of "Universal Design";

- If the purchaser does not complete the construction in accordance with the above, the City has the option of granting an extension or re-purchasing the property at the sale price;
- The purchaser is responsible to pay for all costs of completing the sale, including the legal and registration costs (including taxes) of the City; and
- Schedule B to the Offer to Sell outlines the development incentives approved by Council and Schedule C describes the principles of universal design.

Staff recommends that Council consider passing a by-law at the September 1, 2015 meeting to enter into an Offer to Sell with Laurier Loranger for Lots 70 and 72 Plan M52NB Parcel 10954SST on Carter Boulevard in North Cobalt. A copy of the Draft By-law and Offer to Sell is attached as Appendix 01.

Staff also recommends that the City retain David Bennett, Solicitor with Doupe Bennett McLeod to represent the City in this land sale.

**Financial / Staffing Implications**

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

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

The Treasurer advises that the property is currently exempt from taxation because it is City owned and vacant. Once transferred the property will be assessable.

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

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

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

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

## The Corporation of the City of Temiskaming Shores

## By-law No. 2015-000

**Being a by-law to authorize the Sale of Land to Laurier  
Loranger Roll No. 54-18-030-009-456.00**

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

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

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

**And whereas** By-law No. 2004-031 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

**And whereas** Council considered Administrative Report No. CGP-039-2015 at the September 1, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Laurier Loranger for Lots 70 and 72 on Plan M-52 N.B.;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2004-031 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the Mayor and Clerk to enter into an Agreement of Purchase and Sale between Laurier Loranger as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Lots 70 and 74 on Plan M-52 N.B., Parcel 10954 SST; Temiskaming Shores, District of Timiskaming to Laurier Loranger in the amount of \$2 plus applicable taxes and other such considerations outlined in the said agreement;
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed this 1<sup>st</sup> day of September, 2015.**

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Mayor – Carman Kidd

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Clerk – David B. Treen

**This Offer to Sell** made this 1<sup>st</sup> day of September, 2015.

**Between:**

**The Corporation of the City of Temiskaming Shores**  
(hereinafter referred to as the "Vendor")

**And:**

**Laurier Loranger**  
(hereinafter referred to as the "Purchaser")

(The Vendor and the Purchaser are hereinafter jointly referred to as the "Parties")

**A. Offer to Sell**

1. The Vendor agrees to sell to the Purchaser, upon and subject to the terms and conditions contained in this document (the "**Offer**"), the real property described in Appendix 01 (the "**Property**").
2. At the Closing Date, the Vendor shall transfer the Property to the Purchaser without any legal or conventional warranties of quality, on an "as is, where is" basis.

**B. Sale Price**

3. The purchase price for the Property shall be Two Dollars (\$2.00), plus applicable taxes (the "**Purchase Price**"), payable in full on the Closing Date.
4. Upon acceptance of this Offer, the Purchaser will pay One Dollar (\$1.00) to the Vendor as a deposit (the "**Deposit**") to be held in trust and dealt with in conformity with the following:
  - a) the Deposit shall be credited on account of the Purchase Price at the Closing Date; or
  - b) should the Parties fail to complete the transfer of the Property, the Deposit shall be reimbursed to the Purchaser, without interest or penalty.
5. The Vendor hereby acknowledges having received a cheque in the amount of the Deposit.

**C. Conditions of Sale**

6. This Offer is conditional upon the occurrence or satisfaction of the following events, conditions and requirements: NIL

**D. Development Covenants, Right to Repurchase and Development Incentives**

7. The Purchaser covenants and agrees, that within three (3) years of the Closing Date to have completed construction of a building or buildings described as any of the following:
  - a) a modest, energy-efficient, single detached dwelling with a gross floor area of 1000 square feet or less (no less than 500 square feet) with a second unit that has a gross floor area of 600 square feet or less with one or both units constructed in accord with the principles of "Universal Design" as that term is described in Appendix 03;

**In all cases and for all purposes in this Offer, construction shall not be deemed completed unless a final, unconditional Certificate of Occupancy has been issued for the Property by the Vendor in accordance with applicable law.**

8. Provided the Purchaser completes the construction within the said time period as contemplated above, the Vendor shall sign and deliver a full and final release of the option set out in section 9, below. **If such Certificate of Occupancy has not been issued within three (3) years of the Closing Date, the Purchaser shall be deemed to be in default for the purposes of section 9, below.**
9. **If the Purchaser does not complete the construction in accordance with the provisions of sections 7 and 8, above, within the period therein set out, the Purchaser shall be in default. In the event of the Purchaser's default, the Vendor shall have the option of repurchasing the Property from the Purchaser at the original purchase price, without interest.** This option may be exercised by the Vendor upon sixty (60) days' notice in writing at any time within five (5) years of the time of the Purchaser's default.
10. The Purchaser covenants that it will not sell the Property or any part thereof to any person, firm or corporation without the express written consent of the Vendor prior the construction described in sections 7 and 8, above, being completed or receiving from the Vendor a full and final release of the obligations set out in those sections.
11. In the event that the Purchaser at any time determines that it is unable to start and/or complete construction as herein provided, the Purchaser may request the Vendor to extend the time within which such construction is to be completed. The Vendor may grant such extension on such terms and conditions as may be agreed upon.
12. The Vendor shall provide to the Purchaser the Development Incentives described at Appendix 02 to this Offer, subject to the terms and conditions contained therein.

#### **E. Closing Date**

13. This offer shall be completed on or before **the 1 day of October, 2015** (the "**Closing Date**") on which date vacant possession of the Property shall be given to the Purchaser unless otherwise provided for herein.

#### **F. Rights of Arms-length first Mortgagees preserved**

14. Nothing in this Offer shall interfere with or derogate from the rights and entitlements of an arms-length, first mortgagee with respect to the Property where such charge is secured for the purposes of financing the construction contemplated herein. For greater clarity, should an arms-length, first mortgagee register a charge upon title to the Property subsequent to or on the Closing Date, where such charge is secured for the purposes of financing the construction contemplated herein, the rights of the Vendor contained in this Offer (specifically including the option to re-purchase the Property contained in section 9) shall not interfere with the rights of that mortgagee to enforce any provisions of its charge/mortgage.
15. If and when this Offer is registered on title to the Property in accordance with section 38 below, the Vendor agrees that such registration shall be postponed to any charge registered by an arms-length, first mortgagee where such charge is secured for the purposes of financing the construction contemplated herein.
16. For the purposes of this part, an "arms-length" mortgagee is a mortgagee that is not a "related person" to the Purchaser as that term is defined in section 251 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.). Chartered Banks and credit unions are explicitly deemed arm`s-length for the purposes of this offer.

#### **G. Facsimile**

17. Either party may execute this document by signing a facsimile thereof. In all respects, a facsimile signature may be accepted as having the same effect as an

original signature.

**H. Time of Essence**

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

**I. HST**

19. This transaction is subject to the Harmonized Sales Tax (H.S.T.) and such tax is in addition to and not included in the Purchase Price. If the Purchaser is registered under the *Excise Tax Act*, the Purchaser may provide the Vendor and its solicitor with proof of H.S.T. registration and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor.

**J. Surveys and Documents**

20. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are presently in the possession or control of the Vendor. The Vendor agrees to deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title.

**K. Inspection of Property**

21. The Purchaser acknowledges having inspected the Property and understands that by executing and accepting this Offer there shall be a binding Agreement of Purchase and Sale between the Parties. The Purchaser shall be entitled to inspect the Property immediately prior to the Closing Date.

**L. Title**

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

**M. Requisitions**

23. Purchaser shall be allowed until the Closing Date to investigate the title at its own expense and satisfy itself that there is no breach of municipal or other governmental requirements affecting the Property. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, which the vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Offer shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time as the purchaser shall be conclusively deemed to have accepted the Vendor's title to

the Property.

**N. Costs of Registration**

24. The Purchaser shall pay all costs of completing the sale contemplated herein, including the legal and registration costs (including taxes) of the Vendor.

**O. Tender**

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

**P. Representations and Warranties**

26. It is agreed between the Parties that there are no representations, warranties, collateral agreements or conditions with respect to this Offer, the transaction it contemplates or the Property other than as expressed herein in writing.

**Q. Other Provisions**

27. If for any reason, any section or provision of this Offer or the application thereof to any person, entity or circumstances shall be held to any extent to be invalid, unenforceable or contrary to any existing or future laws, then the remainder of this Offer, or the application of such section or provision, to persons, entities, or circumstances other than those with respect to which it has been held invalid or unenforceable shall not be affected thereby and each section and provision shall be valid and enforced to the fullest extent permitted by law.
28. This Offer and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

**R. Deficiency Notices & Work Orders**

29. The Vendor represents that as of the date of its signature to this Offer, the Vendor has not received and is not aware of any deficiency notice or work order issued by any governmental authority that affects the Property. Should the Vendor receive any such deficiency notice or work order prior to the completion of this transaction, the Vendor shall notify the Purchaser forthwith and produce same for inspection. If, prior to the Closing Date, the Vendor has not (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the Purchase Price arising out of the deficiency notice or work order, the Purchaser shall have the option of either (a) accepting the Property subject to the deficiency notice or work order, or (b) terminating this Offer. In the event of termination as described, all money paid hereunder shall be returned to the Purchaser without interest or deduction.

**S. Governing Law**

30. This Offer shall be interpreted under and be governed by the laws of the Province of Ontario and/or the country of Canada, as applicable.



**T. Counterparts**

31. This Offer may be (but need not be) executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

**U. Release of Information**

32. The Vendor authorizes the release of any information relating to the Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for this purpose.

**V. Notices**

33. Any notice, demand, acceptance or request required to be given hereunder in writing, shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid, or by facsimile transmission (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Purchaser as follows:

**Name(s): Laurier Loranger**  
**Address: Box 320**  
**North Cobalt, ON P0J 1R0**

**Tel: 705 648 4523**  
**Fax: n/a**

or such change of address or fax number as the Purchaser has by written notification forwarded to the Vendor; and to the Vendor as follows:

**The Corporation of the City of Temiskaming Shores**  
**325 Farr Drive**  
**Haileybury, ON P0J 1K0**

**ATTN: David B. Treen**  
**Clerk**

**Tel: 705-672-3363**  
**Fax: 705-672-2911**

or such change of address as the Municipality has by written notification forwarded to the Purchaser.

34. Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- a) if delivered, on the date of delivery;
  - b) if mailed, then on the fifth day after the mailing thereof; or
  - c) if faxed, on the date of faxing provided an original receipt confirmation can be provided.

**W. Non-fettering of Municipal Council's Discretion**

35. The Purchaser acknowledges that the execution of this Offer by the Vendor shall not in any way or manner fetter the discretion or authority of the municipal council as an approval authority or provide any advantageous planning consideration or treatment under the *Planning Act*, R.S.O. 1990, c. P.13 or the *Municipal Act, 2001*, S.O. 2001, c. 25, regarding the approval and regulation of land development and land use with respect to the Purchaser's lands.
36. In addition to the discretion and authority conferred upon the Vendor by law as an approval authority, the Vendor may refuse to approve and/or issue a building permit for the Property if the proposed construction does not accord with the construction described in section 7 above.

**X. Registration of Offer once accepted and Closed**

37. After Closing, the Purchaser hereby consents to this Offer, together with any appendices thereto, being registered against title to the Property. The covenants, agreements, conditions and undertakings herein contained on the part of the Purchaser shall run with the Property and shall be binding upon it, its successors and assigns as Purchasers and occupiers from time to time and this covenant shall be to the benefit of the Vendor and its lands and highways appurtenant and adjacent to the Property. The cost of such registration shall be borne by the Purchaser as part of the costs payable under section 24.

**Y. Covenants survive Closing and do not Merge**

38. The Vendor and Purchaser acknowledge and agree that the provisions of sections 7 to 12, 14 to 16 and 36 to 38 (inclusive) of this Offer shall not merge on the closing of the transactions contemplated herein but shall remain in full force and effect thereafter until the construction described in sections 7 and 8, above, is completed or the Vendor provides a full and final release of the obligations set out in those sections.

**In witness whereof** the Parties hereto have set their hands and seals the day and year first above written.

**The Vendor has signed at Haileybury this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

) **Corporation of the City of**  
) **Temiskaming Shores**  
)  
)  
)  
)  
) \_\_\_\_\_  
) Mayor – Carman Kidd  
)  
)  
) \_\_\_\_\_  
) Clerk – David B. Treen

We have the authority to bind the Corporation.

**The Purchaser hereby accepts the above offer**

**Signed at Haileybury, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

) **Purchaser:**  
  
\_\_\_\_\_  
Laurier Loranger

**Appendix 01– Description of Lands**

1. The lands indicated with an “X” in the table below form the “Property” as indicated in Section 1 of the Offer.

<b>Selection (mark “X” only one)</b>	<b>Project</b>	<b>PIN</b>	<b>Roll No.</b>	<b>Legal Description</b>	<b>Civic Address / Description</b>
X	6		5418-030-009- 456.00	Plan M-52NB; Lots 70,72 Parcel 10954 SST	Carter Blvd, North Cobalt (between 74 Carter Blvd. & 390 Lakeview Drive)

## **Appendix 02 – Development Incentives**

1. This Appendix describes the Development Incentives referred to in section 12 of the Offer and forms part of the Offer to Sell. Defined terms in the body of the Offer to Sell are incorporated into this Appendix.
2. In this Appendix:

**Construction Period**” means the period of time commencing on the Closing Date and ending on the earlier of (i) the date that the construction described in section 7 of the offer is completed, or (ii) the expiration of three (3) years.
3. Subject to the terms and conditions described herein, the Vendor agrees to waive the following fees and charges otherwise payable to the Vendor by the Purchaser pursuant to City of Temiskaming Shores By-law No. 2008-01 (the “**Fees By-law**”) or otherwise payable in respect of the Property during the Construction Period:
  - (a) all fees described as “Building Permits” fees in Schedule “E” to the Fees By-law;
  - (b) all fees described as “Planning Fees” in Schedule “E” to the Fees By-law;
  - (c) all fees described as “Entrance Fees” in Schedule “E” to the Fees By-law;
  - (d) water and sanitary sewer connection fees, but does not include:
    - i. extension of water, sanitary sewer and stormwater service laterals from the property line or from the Vendor’s mains whichever is the case;
    - ii. repairing any road surface; or
    - iii. investigation into the location, condition and/or capacity of water, sanitary sewer service laterals
  - (e) all fees described as “Landfill Sites Tipping Fees” in Schedule “F” to the Fees By-law to a maximum of forty (40) cubic yards of non-recyclable refuse.
4. Subject to the terms and conditions described herein, the Vendor agrees to perform the following services at its sole cost and expense during the Construction Period:
  - (a) the cost of preparing this Agreement;
  - (b) the cost of the Vendor’s staff to:
    - i. review the construction design drawings to ensure that the project is energy efficient and reflects the Principles of Universal Design; and
    - ii. provide as much information regarding the property and municipal service connections as is available so that the Purchaser can make informed decisions.
5. Nothing in this Appendix shall be interpreted as relieving the Purchaser of bearing all costs and responsibilities associated with construction except those fees and services expressly set out in this Appendix.

### **C. No Waiver of Compliance with Law**

6. Despite any waiver of an amount otherwise owing to the Vendor contained in this Appendix, nothing in this Appendix shall be construed as permitting or directing the Purchaser not to comply with the terms of any applicable by-law, statute, order or regulation of any kind.

## **Appendix 03 – Principles of Universal Design**

Universal design is defined as:

“The design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design.”

The concept is an evolving design philosophy.

### **Principle 1: Equitable Use**

This principle focuses on providing equitable access for everyone in an integrated and dignified manner. It implies that the design is appealing to everyone and provides an equal level of safety for all users.

### **Principle 2: Flexibility in Use**

This principle implies that the design of the house or product has been developed considering a wide range of individual preferences and abilities throughout the life cycle of the occupants.

### **Principle 3: Simple and Intuitive**

The layout and design of the home and devices should be easy to understand, regardless of the user's experience or cognitive ability. This principle requires that design elements be simple and work intuitively.

### **Principle 4: Perceptible Information**

The provision of information using a combination of different modes, whether using visual, audible or tactile methods, will ensure that everyone is able to use the elements of the home safely and effectively. Principle 4 encourages the provision of information through all of our senses — sight, hearing and touch — when interacting with our home environment.

### **Principle 5: Tolerance for Error**

This principle incorporates a tolerance for error, minimizing the potential for unintended results. This implies design considerations that include fail-safe features and gives thought to how all users may use the space or product safely.

### **Principle 6: Low Physical Effort**

This principle deals with limiting the strength, stamina and dexterity required to access spaces or use controls and products.

## **Principle 7: Size and Space for Approach and Use**

This principle focuses on the amount of room needed to access space, equipment and controls. This includes designing for the appropriate size and space so that all family members and visitors can safely reach, see and operate all elements of the home.

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**Subject:** Development Agt - Eveline R. Gauvreau      **Report No.:** CGP-040-2015  
Ltd. – North Cobalt Subdivision                      **Agenda Date:** September 1, 2015

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### **Attachments**

- Appendix 01:** Transfer Documents and sketch showing lot ownership  
**Appendix 02:** Draft By-law and Development Agreement (See By-law No. 2015-181)  
**Appendix 03:** Sketch showing phasing for development  
**Appendix 04:** Draft By-law to re-name streets

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-040-2015;
2. That Council agrees to enter into a Development Agreement with Eveline R. Gauvreau Ltd. and Eveline Roseanne Gauvreau for development of a residential subdivision in North Cobalt on lands bordered by Lakeview Drive on the North, Groom Drive on the South, Maple Street South on the West and Unopened Pine Street on the East and directs staff to prepare the necessary by-law to enter into the said agreement for consideration at the September 1, 2015 Regular Council meeting; and
3. That Council agrees to re-name Spruce Street to Balsam Street and Pine Street to Tamarack Street and directs staff to prepare the necessary by-law to rename the streets for consideration at the September 15, 2015 Regular Council meeting.

### **Background**

On August 4, 2015, Council passed By-law No. 2015-175 to enter into an agreement of Purchase and Sale with Eveline R. Gauvreau Ltd. and Eveline Roseanne Gauvreau for lands in North Cobalt that are proposed to be developed into a residential subdivision.

The purchaser's solicitor completed the transfer on August 24, 2015. The transfer created 70 residential building lots that are 66' wide x 124' deep and 4 lots that are 99' wide x 124' deep. The lots were transferred to Eveline R. Gauvreau Ltd. and Eveline Rose Gauvreau. A copy of the transfer documents and a sketch showing the ownership of lots is attached as Appendix 01.

### **Analysis**

With the transfer complete, the next step is for Council to adopt a by-law to enter into a Development Agreement with the purchaser. This is an agreement between the owner and the City with respect to the installation, commissioning, and testing of services in the subdivision. The Agreement will be registered on title against the lands that are



subject of the Development. The purchaser's solicitor prepared the agreement using the Lorne Avenue Development Agreement for a template, and staff from the public works and community growth and planning departments reviewed and commented. The purchaser's solicitor considered Staff comments and revised the document. A copy of the draft By-law and Development Agreement is attached as Appendix 02.

The Development Agreement allows for three phases for the development. A sketch showing the phasing is attached as Appendix 03. For each phase the developer will be required, at their sole expense to:

1. Install hydro services to the lots
2. Install a natural gas main in the existing laneways and road allowances as required.
3. Install water and sanitary sewer mains in the existing laneways and road allowances and laterals to service each lot
4. Install stormwater ditches and swales in accordance with an approved Lot Grading Plan
5. Construct the roads
6. Install LED Streetlights, stop signs, and fire hydrants as required

The following documents are required by the Draft Development Agreement prior to start of each phase of construction:

1. The owner is required to provide a Letter of Credit in the amount of 120% of the estimated cost of asphalt surfacing. The Development Agreement requires the roadways, including asphalt, curbs and gutters to be complete within three (3) years after the completion of Municipal Services or after 50% of the building construction has been completed, whichever occurs earlier.
2. A Certificate of Liability Insurance in the amount of \$2 million naming the City as an additional insured.
3. A set of Construction Drawings sealed by a Professional Engineer.

The Chief Building Official advises that a building permit will be required for all home construction, whether the homes are built on site, or are factory built. The Chief Building Official will ensure that all homes are Ontario Building Code compliant and/or certified as being Canadian Standards Association A277 compliant for factory built homes. All of the services must be in place before a building permit will be issued.

The City will enter into a Site Plan Control Agreement with each property owner prior to the issuance of a Building Permit. The Site Plan Control Agreement will require the owner to apply for a municipal services permit, entrance permit, adhere to the Lot Grading Plan to avoid stormwater runoff onto neighbouring properties, confirm their lot elevations following construction, maintaining drainage swales, and has provisions for proper disposal of water from eaves-trough downpipes and foundation drains. A draft Site Plan Control Agreement is included in the Development Agreement as Schedule "I." The Site Plan Control Agreements will not be registered on title for each property.

The original Plan of Subdivision M-52 NB in 1906 laid out the streets and named them. The Chief Building Official who is responsible for municipal addressing advises that it is necessary to re-name Spruce Street and Pine Street because there is a Spruce Street and Pine Street in New Liskeard. In keeping with the existing street names in the subdivision, which are named after trees in the boreal forest, he recommends renaming Spruce Street to Balsam Street and Pine Street to Tamarack Street.

Currently, there are no homes on Spruce Street or Pine Street in North Cobalt, therefore no residents will be affected by the re-naming. The Clerk advises that a by-law is required to re-name a street, therefore a draft by-law is attached as Appendix 04 for Council's consideration. The City's Notice By-law requires that the City give 7 days' notice of Council's intent to re-name the streets. Notice was given in the Community Bulletin section of the Temiskaming Speaker on August 26, 2015 and the Weekender on August 28, 2015. Staff recommends that Council consider passing a By-law to rename the streets at the September 15, 2015 Regular Council meeting.

**Alternatives**

No alternatives were considered.

**Financial / Staffing Implications**

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

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

The Treasurer advises that since the property has been transferred to the purchaser the property is assessable. When the property is developed, the City will realize additional assessment and tax revenue.

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

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

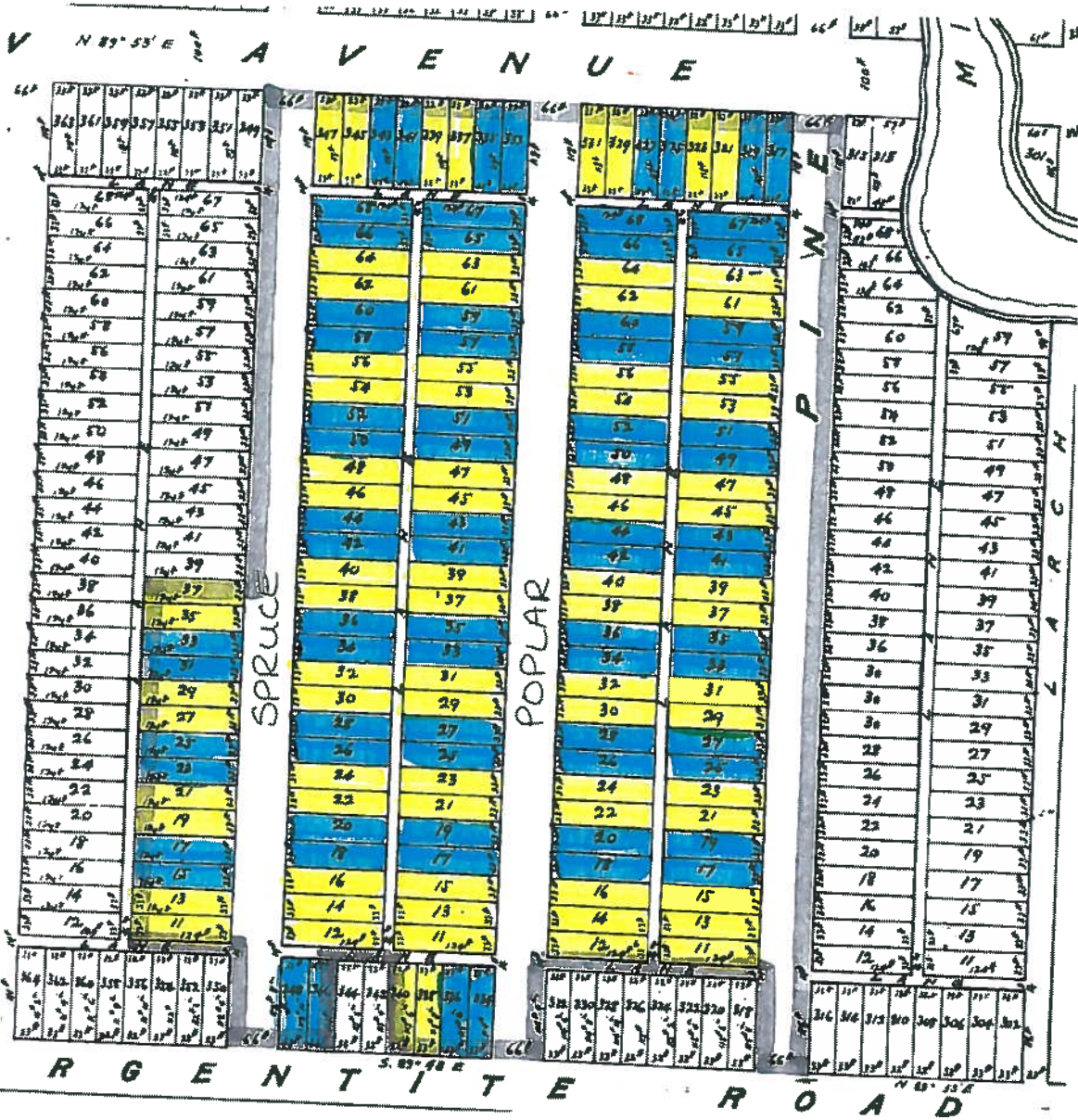
"Original signed by"


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


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

**Note: Appendix 02 – Draft Agreement is not attached, refer to By-law No. 2015-181.**

# Appendix 1



 Eveline Rose Gauvreau  
anne

 Eveline R Gauvreau Ltd.

**Properties**

<b>PIN</b>	61355 - 0493 LT	<b>Interest/Estate</b>	Fee Simple	<input checked="" type="checkbox"/> Split
<b>Description</b>	LT 27 W/S SPRUCE ST, 29 W/S SPRUCE ST, PL M52NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING			
<b>Address</b>	NORTH COBALT			
<b>PIN</b>	61355 - 0230 LT	<b>Interest/Estate</b>	Fee Simple	<input checked="" type="checkbox"/> Split
<b>Description</b>	LT 12 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 14 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 16 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 22 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 24 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 30 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 32 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 38 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 40 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 46 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 48 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 54 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 56 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 62 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 64 E/S SPRUCE ST PL M52NB BUCKE SRO; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING			
<b>Address</b>	NORTH COBALT			
<b>PIN</b>	61355 - 0229 LT	<b>Interest/Estate</b>	Fee Simple	<input checked="" type="checkbox"/> Split
<b>Description</b>	LT 337 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 339 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 345 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 347 S/S LAKE VIEW AV PL M52NB BUCKE SRO; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING			
<b>Address</b>	NORTH COBALT			
<b>PIN</b>	61355 - 0235 LT	<b>Interest/Estate</b>	Fee Simple	<input checked="" type="checkbox"/> Split
<b>Description</b>	LT 11 W/S POPLAR ST, 13 W/S POPLAR ST, 15 W/S POPLAR ST, 21 W/S POPLAR ST, 23 W/S POPLAR ST, 29 W/S POPLAR ST, 31 W/S POPLAR ST, 37 W/S POPLAR ST, 39 W/S POPLAR ST, 45 W/S POPLAR ST, 47 W/S POPLAR ST, 53 W/S POPLAR ST, 55 W/S POPLAR ST, 61 W/S POPLAR ST, 63 W/S POPLAR ST, PL M52NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING			
<b>Address</b>	NORTH COBALT			
<b>PIN</b>	61355 - 0237 LT	<b>Interest/Estate</b>	Fee Simple	<input checked="" type="checkbox"/> Split
<b>Description</b>	LT 338 N/S ARGENTITE RD PL M52NB BUCKE SRO; LT 340 N/S ARGENTITE RD PL M52NB BUCKE SRO; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING			
<b>Address</b>	NORTH COBALT			
<b>PIN</b>	61355 - 0234 LT	<b>Interest/Estate</b>	Fee Simple	<input checked="" type="checkbox"/> Split
<b>Description</b>	LT 12 E/S POPLAR ST PL M52NB BUCKE SRO; LT 14 E/S POPLAR ST PL M52NB BUCKE SRO; LT 16 E/S POPLAR ST PL M52NB BUCKE SRO; LT 22 E/S POPLAR ST PL M52NB BUCKE SRO; LT 24 E/S POPLAR ST PL M52NB BUCKE SRO; LT 30 E/S POPLAR ST PL M52NB BUCKE SRO; LT 32 E/S POPLAR ST PL M52NB BUCKE SRO; LT 38 E/S POPLAR ST PL M52NB BUCKE SRO; LT 40 E/S POPLAR ST PL M52NB BUCKE SRO; LT 46 E/S POPLAR ST PL M52NB BUCKE SRO; LT 48 E/S POPLAR ST PL M52NB BUCKE SRO; LT 54 E/S POPLAR ST PL M52NB BUCKE SRO; LT 56 E/S POPLAR ST PL M52NB BUCKE SRO; LT 62 E/S POPLAR ST PL M52NB BUCKE SRO; LT 64 E/S POPLAR ST PL M52NB BUCKE SRO; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING			
<b>Address</b>	NORTH COBALT			
<b>PIN</b>	61355 - 0240 LT	<b>Interest/Estate</b>	Fee Simple	<input checked="" type="checkbox"/> Split
<b>Description</b>	LT 321 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 323 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 329 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 331 S/S LAKE VIEW AV PL M52NB BUCKE SRO; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING			
<b>Address</b>	NORTH COBALT			
<b>PIN</b>	61355 - 0231 LT	<b>Interest/Estate</b>	Fee Simple	<input checked="" type="checkbox"/> Split
<b>Description</b>	LT 11 W/S PINE ST PL M52NB BUCKE SRO; LT 13 W/S PINE ST PL M52NB BUCKE SRO; LT 15 W/S PINE ST PL M52NB BUCKE SRO; LT 21 W/S PINE ST PL M52NB BUCKE SRO; LT 23 W/S PINE ST PL M52NB BUCKE SRO; LT 29 W/S PINE ST PL M52NB BUCKE SRO; LT 31 W/S PINE ST PL M52NB BUCKE SRO; LT 37 W/S PINE ST PL M52NB BUCKE SRO; LT 39 W/S PINE ST PL M52NB BUCKE SRO; LT 45 W/S PINE ST PL M52NB BUCKE SRO; LT 47 W/S PINE ST PL M52NB BUCKE SRO; LT 53 W/S PINE ST PL M52NB BUCKE SRO; LT 55 W/S PINE ST PL M52NB BUCKE SRO; LT 61 W/S PINE ST PL M52NB BUCKE SRO; LT 63 W/S PINE ST PL M52NB BUCKE SRO; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING			
<b>Address</b>	NORTH COBALT			

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

**Properties**

<i>PIN</i>	61355 - 0523 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PCL 1349 SEC SST; LT 35 W/S SPRUCE ST PL M52NB BUCKE SRO; LT 37 W/S SPRUCE ST PL M52NB BUCKE SRO EXCEPTING AND RESERVING UNTO THE GRANTORS THEIR SUCCESSORS AND ASSIGNS ALL MINES, VEINS, SEAMS AND BEDS OF COAL, IRON, COBALT, SILVER AND OTHER MINERALS WHATSOEVER ALREADY FOUND OR WHICH MAY HEREAFTER BE FOUND ON OR UNDER THE ABOVE LANDS; TEMISKAMING SHORES ; DISTRICT OF TEMISKAMING			
<i>Address</i>	NORTH COBALT			
<i>PIN</i>	61355 - 0084 LT	<i>Interest/Estate</i>	Fee Simple	<input checked="" type="checkbox"/> Split
<i>Description</i>	LT 19 W/S SPRUCE ST, LT 21 W/S SPRUCE ST PL M52NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TEMISKAMING			
<i>Address</i>	NORTH COBALT			
<i>PIN</i>	61355 - 0094 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PCL 8583 SEC SST; LT 11 W/S SPRUCE ST, 13 W/S SPRUCE ST PL M52NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TEMISKAMING			
<i>Address</i>	NORTH COBALT			

**Consideration**

Consideration \$ 30,000.00

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

*Name* THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
*Address for Service* P.O. Box 2050, Haileybury, Ontario P0J 1K0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Carman Kidd, Mayor, and David Treen, Clerk.

**Transferee(s)***Capacity**Share*

<i>Name</i>	EVELINE R. GAUVREAU LTD.	Registered Owner
<i>Address for Service</i>	P.O. Box 2101, New Liskeard, Ontario P0J 1P0	

**Statements**

The land is being acquired or disposed of by the Crown in Right of Ontario or the Crown in Right of Canada, including any Crown corporation, or any agency, board or commission of the Crown; or a municipal corporation.

**Signed By**

Peter Robert Ramsay	18 Armstrong St. New Liskeard P0J 1P0	acting for Transferor(s)	Signed	2015 08 24
Tel	705-647-4010			
Fax	705-647-4341			

I have the authority to sign and register the document on behalf of all parties to the document.

The applicant(s) hereby applies to the Land Registrar.

**Signed By**

Peter Robert Ramsay	18 Armstrong St. New Liskeard POJ 1PQ	acting for Transferee(s)	Signed	2015 08 24
Tel	705-647-4010			
Fax	705-647-4341			

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

RAMSAY LAW OFFICE PROFESSIONAL CORPORATION	18 Armstrong St. New Liskeard POJ 1PQ	2015 08 24
Tel	705-647-4010	
Fax	705-647-4341	

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Provincial Land Transfer Tax	\$150.00
Total Paid	\$210.00

**File Number**

Transferor Client File Number : 19328 BC

Properties			
<i>PIN</i>	61355 - 0493 LT	<i>Interest/Estate</i>	Fee Simple <input checked="" type="checkbox"/> Split
<i>Description</i>	LT 31 W/S SPRUCE ST, LT 33 W/S SPRUCE ST PL M52NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING		
<i>Address</i>	NORTH COBALT		
<i>PIN</i>	61355 - 0275 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 16171 SEC SST; LT 23 W/S SPRUCE ST PL M52NB BUCKE SRO; LT 25 W/S SPRUCE ST PL M52NB BUCKE SRO; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING		
<i>Address</i>	HAILEYBURY		
<i>PIN</i>	61355 - 0238 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PCL 13885 SEC SST; LT 346 N/S ARGENTITE RD PL M52NB BUCKE SRO; LT 348 N/S ARGENTITE RD PL M52NB BUCKE SRO; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING		
<i>Address</i>	NORTH COBALT		
<i>PIN</i>	61355 - 0230 LT	<i>Interest/Estate</i>	Fee Simple <input checked="" type="checkbox"/> Split
<i>Description</i>	LT 18 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 20 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 26 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 28 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 34 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 38 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 42 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 44 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 50 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 52 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 58 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 60 E/S SPRUCE ST PL M52NB BUCKE SRO; LT 66 E/S POPLAR ST PL M52NB BUCKE SRO; LT 68 E/S SPRUCE ST PL M52NB BUCKE SRO; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING		
<i>Address</i>	NORTH COBALT		
<i>PIN</i>	61355 - 0229 LT	<i>Interest/Estate</i>	Fee Simple <input checked="" type="checkbox"/> Split
<i>Description</i>	LT 333 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 335 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 341 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 343 S/S LAKE VIEW AV PL M52NB BUCKE SRO; PL M52NB BUCKE SRO; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING		
<i>Address</i>	NORTH COBALT		
<i>PIN</i>	61355 - 0235 LT	<i>Interest/Estate</i>	Fee Simple <input checked="" type="checkbox"/> Split
<i>Description</i>	LT 17 W/S POPLAR ST, LT 19 W/S POPLAR ST, LT 25 W/S POPLAR ST, LT 27 W/S POPLAR ST, LT 33 W/S POPLAR ST, LT 35 W/S POPLAR ST, LT 41 W/S POPLAR ST, LT 43 W/S POPLAR ST, LT 49 W/S POPLAR ST, LT 51 W/S POPLAR ST, LT 57 W/S POPLAR ST, LT 59 W/S POPLAR ST, LT 65 W/S POPLAR ST, LT 67 W/S POPLAR ST PL M52NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING		
<i>Address</i>	NORTH COBALT		
<i>PIN</i>	61355 - 0237 LT	<i>Interest/Estate</i>	Fee Simple <input checked="" type="checkbox"/> Split
<i>Description</i>	LT 334 N/S ARGENTITE RD PL M52NB BUCKE SRO; LT 336 N/S ARGENTITE RD PL M52NB BUCKE SRO; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING		
<i>Address</i>	NORTH COBALT		
<i>PIN</i>	61355 - 0234 LT	<i>Interest/Estate</i>	Fee Simple <input checked="" type="checkbox"/> Split
<i>Description</i>	LT 18 E/S POPLAR ST PL M52NB BUCKE SRO; LT 20 E/S POPLAR ST PL M52NB BUCKE SRO; LT 26 E/S POPLAR ST PL M52NB BUCKE SRO; LT 28 E/S POPLAR ST PL M52NB BUCKE SRO; LT 34 E/S POPLAR ST PL M52NB BUCKE SRO; LT 36 E/S POPLAR ST PL M52NB BUCKE SRO; LT 42 E/S POPLAR ST PL M52NB BUCKE SRO; LT 44 E/S POPLAR ST PL M52NB BUCKE SRO; LT 50 E/S POPLAR ST PL M52NB BUCKE SRO; LT 52 E/S POPLAR ST PL M52NB BUCKE SRO; LT 58 E/S POPLAR ST PL M52NB BUCKE SRO; LT 60 E/S POPLAR ST PL M52NB BUCKE SRO; LT 66 E/S POPLAR ST PL M52NB BUCKE SRO; LT 68 E/S POPLAR ST PL M52NB BUCKE SRO; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING		
<i>Address</i>	NORTH COBALT		
<i>PIN</i>	61355 - 0240 LT	<i>Interest/Estate</i>	Fee Simple <input checked="" type="checkbox"/> Split
<i>Description</i>	LT 317 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 319 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 325 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 327 S/S LAKE VIEW AV PL M52NB BUCKE SRO; PL M52NB BUCKE SRO; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING		
<i>Address</i>	NORTH COBALT		

The applicant(s) hereby applies to the Land Registrar.

**Properties**

<i>PIN</i>	61355 - 0456 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PCL 1197 SEC TIM; LT 67 W/S PINE ST PL M52NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING			
<i>Address</i>	NORTH COBALT			
<i>PIN</i>	61355 - 0457 LT	<i>Interest/Estate</i>	Fee Simple	
<i>Description</i>	PCL 1198 SEC TIM; LT 65 W/S PINE ST PL M52NB BUCKE; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING			
<i>Address</i>	NORTH COBALT			
<i>PIN</i>	61355 - 0231 LT	<i>Interest/Estate</i>	Fee Simple	<input checked="" type="checkbox"/> Split
<i>Description</i>	LT 17 W/S PINE ST PL M52NB BUCKE SRO; LT 19 W/S PINE ST PL M52NB BUCKE SRO; LT 25 W/S PINE ST PL M52NB BUCKE SRO; LT 27 W/S PINE ST PL M52NB BUCKE SRO; LT 33 W/S PINE ST PL M52NB BUCKE SRO; LT 35 W/S PINE ST PL M52NB BUCKE SRO; LT 41 W/S PINE ST PL M52NB BUCKE SRO; LT 43 W/S PINE ST PL M52NB BUCKE SRO; LT 49 W/S PINE ST PL M52NB BUCKE SRO; LT 51 W/S PINE ST PL M52NB BUCKE SRO; LT 57 W/S PINE ST PL M52NB BUCKE SRO; LT 59 W/S PINE ST PL M52NB BUCKE SRO; PL M52NB BUCKE SRO; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMINO			
<i>Address</i>	NORTH COBALT			
<i>PIN</i>	61355 - 0084 LT	<i>Interest/Estate</i>	Fee Simple	<input checked="" type="checkbox"/> Split
<i>Description</i>	LT 15 W/S SPRUCE ST, LT 17 W/S SPRUCE ST, PL M52NB BUCKE; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING			
<i>Address</i>	NORTH COBALT			

**Consideration**

*Consideration* \$ 30,000.00

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

*Name* THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
*Address for Service* P.O. Box 2050, Haileybury, Ontario P0J 1K0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Carman Kltd, Mayor, and David Treen, Clerk.

**Transferee(s)**

	<i>Capacity</i>	<i>Share</i>
<i>Name</i> GAUVREAU, EVELINE ROSEANNE	Registered Owner	
<i>Date of Birth</i> 1938 05 26		
<i>Address for Service</i> P.O. Box 2101, New Liskeard, Ontario P0J 1P0		

**Statements**

The land is being acquired or disposed of by the Crown in Right of Ontario or the Crown in Right of Canada, including any Crown corporation, or any agency, board or commission of the Crown; or a municipal corporation.

**Signed By**

Peter Robert Ramsay 18 Armstrong St. acting for Signed 2015 08 24  
 New Liskeard Transferor(s)  
 P0J 1P0

Tel 705-647-4010  
 Fax 705-647-4341

I have the authority to sign and register the document on behalf of all parties to the document.



The applicant(s) hereby applies to the Land Registrar.

**Signed By**

Peter Robert Ramsay	18 Armstrong St. New Liskeard P0J 1P0	acting for Transferee(s)	Signed	2015 08 24
Tel	705-647-4010			
Fax	705-647-4341			

I have the authority to sign and register the document on behalf of all parties to the document.

**Submitted By**

RAMSAY LAW OFFICE PROFESSIONAL CORPORATION	18 Armstrong St. New Liskeard P0J 1P0	2015 08 24
Tel	705-647-4010	
Fax	705-647-4341	

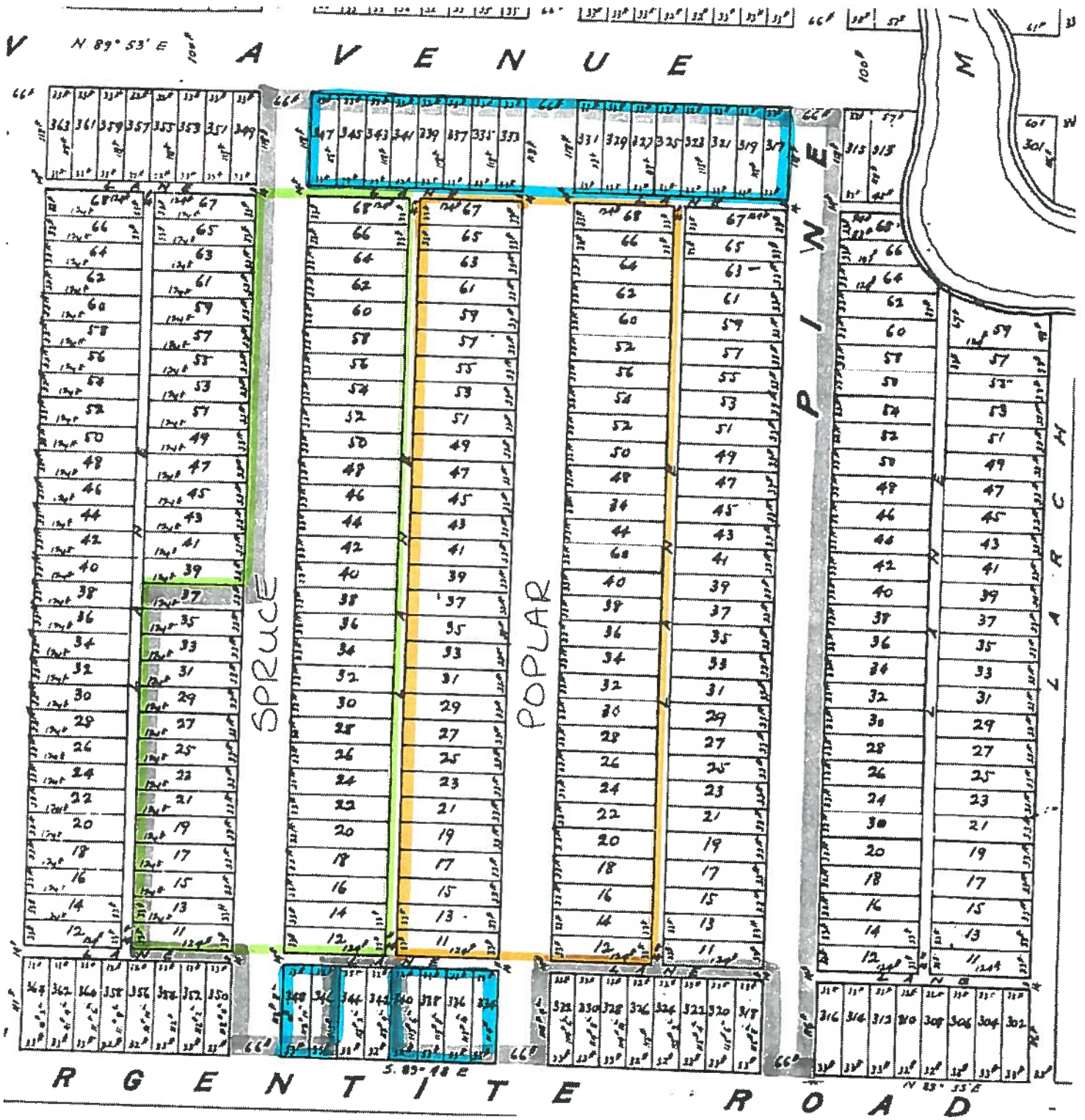
**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Provincial Land Transfer Tax	\$150.00
Total Paid	\$210.00

**File Number**

Transferor Client File Number : 19328 BC

# Phasing Schedule



- Phase 1 September 2015
- Phase 2 Winter 2015/Spring 2016
- Phase 3 To be determined.

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

**By-law No. 2015-000**

**Being a by-law to name highways under the jurisdiction  
of The Corporation of the City of Temiskaming Shores**

**Whereas** Section 27(1) of the Municipal Act S.O.2001, c. 25 provides that a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway;

**And whereas** Section 28(2) of the Municipal Act S.O. 2001, c.25 under section 8 of the Public Transportation and Highways Improvement Act, a local municipality has jurisdiction over:

- a) all road allowances located in the municipality that were made by the Crown surveyors: and;
- b) all road allowances, highways, streets and lanes shown on a registered plan of subdivision.

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it expedient to rename certain highways within the municipality;

**And whereas** notice of the proposed By-law has been given in accordance to By-law 2004-022;

**And whereas** Council considered Administrative Report CGP-040-2015 at the September 1, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to rename certain streets for consideration at the September 15, 2015 Regular Council meeting;

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

1. That the names of certain highways within the municipality are hereby renamed in accordance with the Municipal Act, a copy attached hereto as Schedule "A" and forms part of this by-law.
2. That this By-law shall come into force and effect on the day of passing thereof.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

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

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Mayor- Carman Kidd

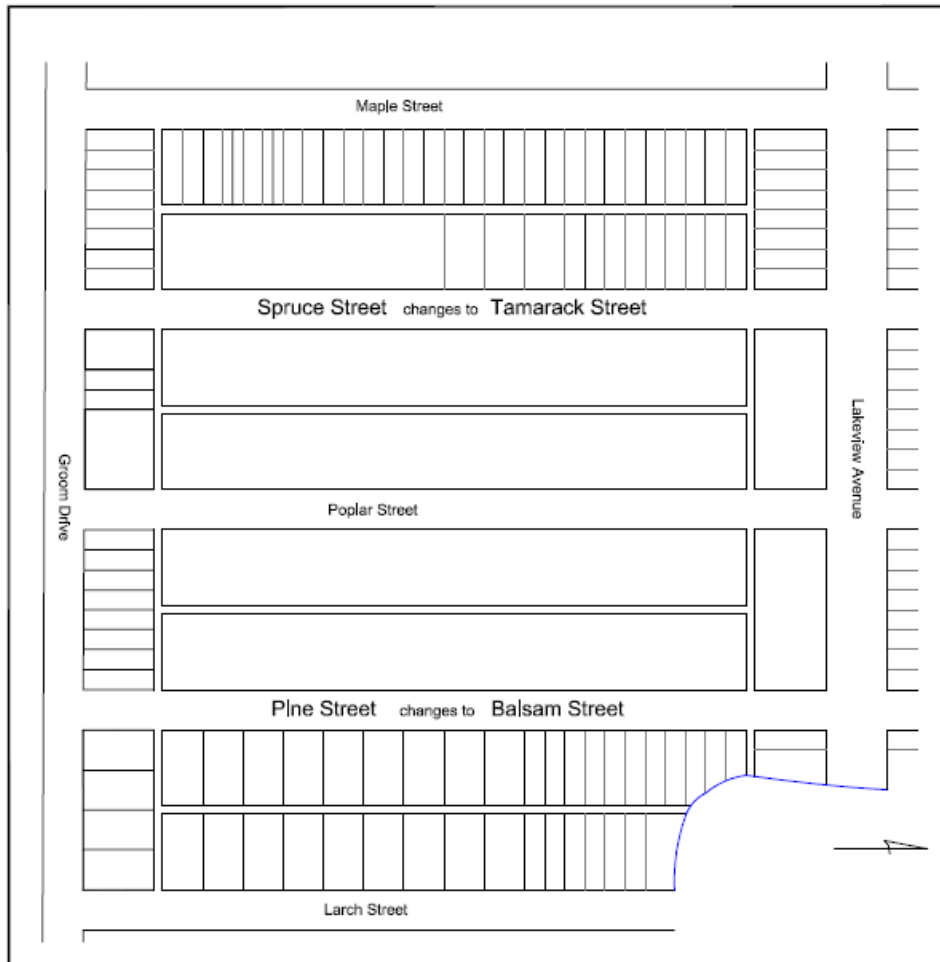
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Clerk – David B. Treen

Plan M-54 N.B.

<u>Street Name</u>	<u>Changes to</u>
<b>Spruce Street:</b> Groom to Lakeview	<b>Tamarack Street:</b> Groom to Lakeview
<b>Pine Street:</b> Groom to Lakeview	<b>Balsam Street:</b> Groom to Lakeview

General Map



**Subject:** Peter's Road - Municipal Drain  
Selection of Consultant

**Report No.:** CS-029-2015  
**Agenda Date:** September 1, 2015

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### **Attachments**

**Appendix 01:** CS-RFP-001-2015

**Appendix 02:** Summary of Submissions

**Appendix 03:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-029-2015; and
2. That as outlined in By-law No. 2009-012, Purchasing Policies and Procedures, Section 3.5 Approval Authority, Council approves the award of the contract to K. Smart Associates Ltd. to provide engineering services in respect to the Peter's Road Municipal Drain in accordance with the Drainage Act in the amount of \$58,100 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the September 15, 2015 Regular Council meeting.

### **Background**

The *Drainage Act* provides the legislative vehicle for the construction and management of many of the communal drainage systems in rural Ontario. The local municipality is responsible for the management of the drainage systems (known as a *Municipal Drain*) located within their municipal boundaries and the cost of construction and maintenance of a Municipal Drain is assessed to the landowners in the watershed of the drain. Municipal drain construction or improvement projects must be completed in accordance with the procedures of the *Drainage Act* and must comply with applicable law.

Council considered Administrative Report PW-038-2015 at the June 1, 2015 Regular Council meeting and approved the submission of a Petition for Drainage Works by the Road Authority for Peter's Road between Highway 65 E and Drive-in Theatre Road. Within the report it states that if approved, the Clerk would initiate the process under the Drainage Act to retain a drainage engineer to conduct an on-site meeting and prepare a Preliminary Report.

### **Analysis**

**Appendix 01 - Request for Proposal CS-RFP-001-2015** was subsequently released with a closing date of August 20, 2015. The RFP resulted in the submission of two proposals, one from K. Smart Associates and one from P.A. Blackburn. The proposals were reviewed and evaluated in accordance to the evaluation criteria set out in CS-

RFP-001-2015. **Appendix 02 – Summary of Submissions** presents the details of the evaluation of the proposals and are summarized as follows:

Firm	Evaluation Score					Total Score	Fees Excl. taxes
	Expertise	Staff	Schedule	Knowledge	Fees		
K. Smart	230	77	108	45	450	<b>910</b>	\$ 58,100.00
P.A. Blackburn	204	67	117	40	360	<b>788</b>	\$ 76,612.85

**Fees exclude HST**

Both firms, within their respective proposals identify certain exclusions in their proposal that would be at additional cost such as mitigation or compensation work identified by the Department of Fisheries and Ocean and/or Ministry of Natural Resources, if any; any Drainage Tribunal/Drainage Referee requirements, if any; and archaeological or species at risk studies, if required.

It is recommended that an agreement be entered into with K. Smart Associates Ltd. for professional engineering services for the Peter’s Road Municipal Drain in accordance to the Drainage Act as outlined in Request for Proposal CS-RFP-001-2015 in the amount of \$58,100.00 plus applicable taxes

**Financial / Staffing Implications**

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

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

Costs associated with engineering and the construction of the drainage works (municipal drain) are distributed amongst the landowners contained within the catchment area as assessed by the Engineer. The City would have costs associated with the drainage works based on roadways and any City-owned land within the catchment area.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
 David B. Treen  
 Municipal Clerk

\_\_\_\_\_  
 G. Douglas Walsh, CET  
 Director of Public Works

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



*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

City of Temiskaming Shores  
Request for Proposal  
CS-RFP-001-2015  
Municipal Drain Consultant

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



## Objective

This Request for Proposal describes the requirements of The Corporation of the City of Temiskaming Shores for professional drainage engineering services to prepare a Preliminary Report, Design and Construction Administration and Supervision in accordance to the *Drainage Act*, 1990 as amended.

It is the intent of the City of Temiskaming Shores to enter into an agreement with a qualified drainage engineer from among those who submit a proposal.

## Background

In 1983 the former Township of Dymond received a petition for a Municipal Drain “Blain-Wilson”, retained an engineer, design completed; however upon notification to landowners within the watershed of their financial obligations towards the drain one of the original petitioners withdrew their request. As a result, in 1986, the Ontario Tribunal was required to settle various issues related to the work done and as to which party would be responsible financially. Of note in the Tribunal findings is the following statement:

*Mr. Blain noting that he had already completed the proposed work on his property, no doubt making use of the information prepared for the Report (Engineer’s Design).*

This statement is provided as the municipality attempted to make repairs to the drain on the basis that it had been completely constructed as a valid municipal drain in accordance to the design.

The former Blain property was purchased and the owner has made improvements to the lands that have resulted in a significant impact to the drainage system especially erosion of Peter’s Road. Thus the Public Works Department, as Roads Authority has submitted a petition for drainage works attached hereto as **Appendix 01**.

**Appendix 02 – Catchment Area** is from the original design and depicts the catchment area and amenities of the Blain – Wilson drain as established in 1983.

## Submission

One (1) hardcopy of the proposal and one (1) electronic copy, submitted on a flash drive, must be delivered to the City no later than **2:00 pm local time** on **Thursday, August 20<sup>th</sup>, 2015** and addressed as follows:

**City of Temiskaming Shores**  
P.O Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

Attention: David B. Treen, Clerk “CS-RFP-001-2015 Municipal Drain Consultant”

**Late or misdirected proposals will not be considered and will be returned unopened to the respondent. Submissions by facsimile will not be accepted.**

An authorized officer must legibly sign all proposals. In addition, officers are requested to attach to their proposal a covering letter detailing any features of their company that they feel should be taken into consideration when evaluating the proposals.

Following the expiry of the deadline date for submissions, all proposals will be evaluated and the successful respondent, if any, will be notified following Council's acceptance of the proposal.

## Questions

Any questions with respect to the specifications are to be directed to:

**David B. Treen, CET**

Municipal Clerk

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4123

Fax: (705) 672-3200

[dtreen@temiskamingshores.ca](mailto:dtreen@temiskamingshores.ca)

Inquiries must be received no later than **five (5)** business days prior to closing; otherwise a response may not be provided.

## Site Examination

Any proponent may request a site visit by contacting the Municipal Clerk. It is the intention of the Clerk to accommodate site visits, however the city shall not be held accountable if a mutually agreeable date cannot be established.

## Project Schedule and Fees

- Project timelines are important to the City. Accordingly, a detailed project schedule with key milestones should be included in the proposal;
- The Consultant shall identify in the proposal the work that will be performed, based on the goals, objectives and deliverables of this RFP. It is the responsibility of the proponent to anticipate and identify all of the tasks required to perform this contract, whether or not they have been specifically identified within this RFP;
- The following costing details should also be prepared and included with the proposal submission:
  - Fee schedules with per diem rate or hourly rate for each consultant staff and sub-consultant of the project team together with an **upset limit**. This should relate to a detailed person-hour and cost breakdown of the workload by consultant or sub-consultant staff;

- Disbursement costs that may include mileage, telephone charges, printing and reproductions, fax charges, computer services, laboratory tests, etc.;
- Additional estimate of costs for any potential additional studies recommended;
- Applicable taxes;
- Compliance with City of Temiskaming Shores insurance requirements.

## Key Elements

The key elements of the assignment are as follows:

- An estimate of the total cost thereof;
- An assessment of the amount or proportion of the cost of the works to be assessed against every parcel of land and road for benefit, outlet liability and injuring liability;
- Allowances, if any, to be paid to the owner(s) of land affected by the drainage works;
- Such other matters as are provided for under the Drainage Act.

## Tasks and Deliverables

No.	Task	Details	Deliverables
1	Collection of Information	<ul style="list-style-type: none"> <li>• Meeting with City staff for the purpose of collecting background information.</li> <li>• Meet with Municipal Clerk with objective of identifying circulation list.</li> </ul>	<ul style="list-style-type: none"> <li>• Scheduling of on-site meeting in accordance to Section 9 of the Act.</li> </ul>
2	On-Site Meeting	<ul style="list-style-type: none"> <li>• Conduct an on-site meeting in accordance to Section 9 of the Act.</li> </ul>	<ul style="list-style-type: none"> <li>• Preparation of an Examination Report.</li> </ul>
3	Preliminary Report	<ul style="list-style-type: none"> <li>• Preparation of alternative designs (minimum of 3)</li> <li>• Cost estimate apportioned to identified collection areas by ownership;</li> </ul>	<ul style="list-style-type: none"> <li>• Preparation of preliminary report.</li> </ul>
4	Consultation Meeting	<ul style="list-style-type: none"> <li>• Meeting with City staff and landowners for the purpose of reviewing the preliminary report;</li> </ul>	<ul style="list-style-type: none"> <li>• Schedule meeting with assistance of Municipal Clerk for submission of Preliminary Report to Council.</li> </ul>
5	Final Report	<ul style="list-style-type: none"> <li>• Preparation of Final Report based on preferred Alternative;</li> <li>• Preparation of Schedule of Assessments</li> </ul>	<ul style="list-style-type: none"> <li>• Submission of Final Report to Council in accordance to Section 10 of the Act.</li> </ul>
6	Court of Revision (Provisional Item) <sup>1</sup>	<ul style="list-style-type: none"> <li>• Council to provide 1<sup>st</sup> and 2<sup>nd</sup> reading of By-law for drainage works;</li> <li>• Municipal Clerk to coordinate Court of Revision;</li> </ul>	<ul style="list-style-type: none"> <li>• Preparation of a Cost Estimate to attend Court of Revision  (Provisional Item) <sup>1</sup></li> </ul>
7	Tribunal Hearing (Provisional Item) <sup>1</sup>	<ul style="list-style-type: none"> <li>• Preparation of background information for Tribunal Hearing</li> </ul>	<ul style="list-style-type: none"> <li>• Attendance at Tribunal Hearing  (Provisional Item) <sup>1</sup></li> </ul>
8	Contract Tendering	<ul style="list-style-type: none"> <li>• Preparation of Tender Documents based on Preferred Option;</li> <li>• Analysis of Tender Submissions</li> </ul>	<ul style="list-style-type: none"> <li>• Tender Documents (plans and specifications)</li> <li>• Recommendation on Contractor</li> </ul>
9	Contract Administration	<ul style="list-style-type: none"> <li>• On-site supervision of installation of drainage works;</li> </ul>	<ul style="list-style-type: none"> <li>• Preparation of Progress Payment Certificates;</li> </ul>

		<ul style="list-style-type: none"><li>• Administration of Contract Change Orders;</li><li>• Design conflict resolution.</li></ul>	<ul style="list-style-type: none"><li>• Sign off that installation completed in accordance with design;</li><li>• Preparation of Final Schedule of Assessments</li></ul>
--	--	---	--

**1 – Provisional Item:** It is understood that these items may or may not be necessary in the completion of the drainage works. Fees for these items are to be shown in the submission as Provisional Items which may or may not be an expense to the project. Any other item that a proponent anticipates may be required to complete the works should also be identified as a Provisional Item.

## Commitment to Negotiate

The successful respondent shall execute any documentation, drafted in accordance with the terms of the successful respondent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the successful respondent's selection.

Respondents not initially selected as the successful respondent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

## Preparation of Proposals

All costs and expenses incurred by the respondent relating to its proposal will be borne by the respondent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the respondent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

## Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the respondent.

## Amendments

The City may modify, amend or revise any provision of this RFP or issue any addenda at any time. Any modification, amendment, revision or addenda will be in writing and will be provided to all respondents.

The City reserves the right to vary the scope of work prior to the award of the contract.

## 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.

	<b>Weight</b>	<b>Points</b>	<b>Total</b>
<b><u>Qualifications, Expertise and Performance on Similar Projects (26%)</u></b>			
Past ability to successfully complete projects within timelines and budgets.	4	10	40
Stability and reputation of firm.	6	10	60
Qualifications of technical support staff.	8	10	80
Qualifications of senior staff/project manager.	8	10	80
<b><u>Proposed Project Manager and Team (9%)</u></b>			
Past experience in directing/involvement with similar projects.	5	10	50
Understanding of proposed project.	4	10	40
<b><u>Completeness and Schedule (15%)</u></b>			
Availability of key staff.	5	10	50
Methodology and Schedule.	4	10	40
Quality assurance program.	6	10	60
<b><u>Knowledge of City regarding the Project (5%)</u></b>			
Members of the team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment.	5	10	50
<b><u>Estimated Fees and Disbursements (45%)</u></b>			
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 equal.	45	10	450
Total Score			1000

## Revisions to Request for Proposal

- If it becomes necessary to revise any part of this RFP or, if the respondents require additional data to interpret any of its provisions, the revisions or additional data will be provided to all respondents participating in the RFP process at that stage.
- If revisions or additional data are necessary after the closing date for proposals, revisions or additional data will be provided only to those respondents who have submitted responses and met the basic requirements. Such respondents will then have the opportunity to modify their proposal.

## **Right to Accept or Reject Submissions**

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it; or
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP,
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion,
5. to waive irregularities and formalities at its sole and absolute discretion.

## **Clarifications of Proposal**

- The City reserves the right to request the clarification of the contents of any proposal.
- The City may choose to meet with some or all of the respondents to discuss aspects of their respective proposals.
- The City may require respondents to submit supplementary documentation clarifying any matters contained in their proposals and seek the respective respondent's acknowledgment of that interpretation. The supplementary documentation accepted by the City and written interpretations which have been acknowledged by the affected respondent shall be considered to form part of the proposals of that respondent. After the time and date set for receipt of proposals, only the supplementary documentation specifically requested by the City for the purpose of clarification shall be considered as part of a proposal.
- The City is not obliged to seek clarification of any aspect of a proposal.

## **Finalizing Terms**

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the successful respondent will enter into the contract documentation, and does not mean that the successful respondent's proposal is necessarily totally acceptable in the form submitted. After the selection of the successful respondent's proposal, the City has the right to negotiate with the successful respondent and, as part of that process, to negotiate changes, amendments or modifications to the successful respondent's proposal without offering the other respondents, the right to amend their proposals.

## Evaluation is Final and Binding

By responding to this RFP the respondents agree that the decision of the Evaluation Team is final and binding.

## Publication of Names and Respondents

- The City may, at any time, make public the names of all respondents.
- Additional information may be released in accordance with *the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31*, as amended.
- Any proprietary or confidential information contained in the proposal should be clearly identified.

## Notice

Whenever this RFP requires or permits a notice or communication to be sent or given to either the City or any or all proponents, such notice or communication shall be, unless otherwise provided, hand delivered or faxed to the receiving party and such notice or communication shall be deemed to have been effectively given, delivered or received upon the date that such notice or communication was actually received by the receiving party.

The date of giving notice or communication shall be that date of delivery thereof in the case of personal delivery. With respect to any notice or communication which is faxed, its date of receipt shall be deemed to be the date of transmission as evidenced by electronic confirmation in the sender's office provided, however, that if it is sent after 5:00 p.m. on any business day or at any time on a non-business day, it shall be deemed not to have been received until 8:30 a.m. on the next business day.

## Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Engineer or representative and the City or representative by means of discussions built around mutual understanding and respect;

- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Engineer;
- The award of the arbitrator shall be final and binding upon the parties;
- The provisions of the *Arbitration Act, 1991 S.O. 1991, Chapter 17* shall apply.

### **Sub-Consultants and Sub-Contractors**

The respondent will identify any Sub-Consultants and Sub-Contractors that will be involved in the engineering component of this project. Documentation is to be provided from the Sub-Consultants and Sub-Contractors stating that they have reviewed all parts of the detailed project schedule where their skills or expertise are required and are able to meet the timelines-milestones provided in the detailed project schedule.







### Petition for Drainage Works by Road Authority – Form 2

*Drainage Act*, R.S.O. 1990, c. D.17, subs. 4(1)(c)

To: The Council of the Corporation of the City of Temiskaming Shores

Re: Road name and road location (provide description of road or section of road that requires drainage)  
Peter's Road between Highway 65 E and Drive-In Theatre Road.

Increased agricultural activity and/or modification to agricultural lands has increased water runoff to Peter's Road.

I, G. Douglas Walsh, as an individual having jurisdiction over  
(Last, first name)

the above road system for the City of Temiskaming Shores

declare that the road described above requires drainage and hereby petition under subsection 4(1)(c) of the *Drainage Act* that this area be drained by means of a drainage works.

Organization  
City of Temiskaming Shores

Position Title	Signature	Date (yyyy/mm/dd)
Director of Public Works		2015/06/17

**Petitioners become financially responsible as soon as they sign a petition:**

- Once the petition is accepted by council, an engineer is appointed to respond to the petition. *Drainage Act*, R.S.O. 1990, c. D. 17 subs. 8(1).
- After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the road authority is responsible for the costs. *Drainage Act*, R.S.O. 1990, c. O. 17 subs. 10(4).
- After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the road authority is responsible for the costs. *Drainage Act*, R.S.O. 1990, c. O. 17 s. 43.
- If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. *Drainage Act*, R.S.O. 1990, c. D. 17 s. 61.



CATEGORY	Criteria	Score between 0 - 10			
	Weight	K. Smart	Score	Blackburn	Weighted
<b>QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (26%)</b>					
Past ability to successfully complete projects within timelines & budget;	4	8.00	32	7.00	28
Stability and reputation of firm;	6	9.00	54	8.00	48
Qualifications of technical support staff;	8	9.00	72	8.00	64
Qualifications of senior staff/project manager.	8	9.00	72	8.00	64
		<b>Sub-Total:</b>	<b>230</b>	<b>Sub-Total:</b>	<b>204</b>
<b>PROPOSED PROJECT MANAGER AND TEAM (9%)</b>					
Past experience directing or involvement with similar projects;	5	9.00	45	7.00	35
Understanding of proposed project.	4	8.00	32	8.00	32
		<b>Sub-Total:</b>	<b>77</b>	<b>Sub-Total:</b>	<b>67</b>
<b>COMPLETENESS AND SCHEDULE (15%)</b>					
Availability of key staff;	5	8.00	40	9.00	45
Methodology and Schedule;	4	8.00	32	9.00	36
Quality assurance program.	6	6.00	36	6.00	36
		<b>Sub-Total:</b>	<b>108</b>	<b>Sub-Total:</b>	<b>117</b>
<b>KNOWLEDGE OF CITY REGARDING THE PROJECT (5%)</b>					
Members of team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment.	5	9.00	45	8.00	40
		<b>Sub-Total:</b>	<b>45</b>	<b>Sub-Total:</b>	<b>40</b>
<b>ESTIMATED FEES AND DISPERSEMENTS (45%)</b>					
Cost estimates	45	10	450	8	360
		<b>Sub-Total:</b>	<b>450</b>	<b>Sub-Total:</b>	<b>360</b>
<b>Weighted Summary (Totals):</b>	<b>1000</b>	<b>Total:</b>	<b>910.00</b>	<b>Total:</b>	<b>788.00</b>

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2015-000**

**Being a by-law to authorize an agreement with K. Smart Associates Ltd. for Engineering Services related to the Construction of the Grant Municipal Drain**

**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** under Section 8 (1) of the Drainage Act, R.S.O. 1990, Chapter D.17, as amended, council of a municipality shall by by-law or resolution appoint an engineer to make an examination of the area requiring drainage as described in the petition and to prepare a report;

**And whereas** Council considered Administrative Report CS-029-2015 at the September 1, 2015 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with K. Smart Associates Ltd. to provide engineering services in respect to the Peter's Road Municipal Drain in accordance with the Drainage Act for consideration at the September 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 the Mayor and Clerk be authorized to enter into an agreement with K. Smart Associates Ltd. for engineering services to provide engineering services in respect to the Peter's Road Municipal Drain in the amount of \$58,100 plus applicable taxes attached hereto as Schedule "A" to 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, numerical 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 September, 2015.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule “A” to

**By-law No. 2015-000**

Agreement between

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

and

**K. Smart Associates Ltd.**

for engineering services in respect to the Peter’s Road  
Municipal Drain in accordance to the Drainage Act

## **Contract Agreement and Authorization to Proceed**

Owner:

**The Corporation of the City of Temiskaming Shores**  
(herein after called `the City`)  
325 Farr Drive - P.O. Box 2050 - Haileybury, Ontario - P0J 1K0

Consultant:

**K. Smart Associates Limited**  
(herein after call `K. Smart`)  
85 McIntyre Drive - Kitchener, Ontario - N2R 1H6

Project:

**Peter's Road Municipal Drain**  
Lot 10 & 11, Concession 3, Dymond Twp.

**Whereas** the City received a petition from the Road Authority (City of Temiskaming Shores) with the desire to implement enhanced drainage features to the existing drainage system along Peter's Road into a municipal drain. The drainage system is currently undersized and receives significant runoff from various agricultural operations resulting in annual road repairs beyond normal maintenance;

**And whereas** the City released a Request for Proposal CS-RFP-001-2015 for the purpose of retaining a drainage engineer to provide services related to the Peter's Road drainage system in accordance with the Drainage Act, 1990, as amended;

**Now therefore** the parties hereto agree to the engineering services as related to CS-RFP-001-2015, Appendix 01 – Proposal for engineering from K. Smart, attached hereto and forming part of this agreement; all in accordance with the Drainage Act, 1990 as amended for the Peter's Road Municipal Drain;

### *Basis of Payment*

Fixed per diem rates for professional fees, disbursements and taxes estimated at a total upset limit of \$58,100 plus applicable taxes.

### *Method of Payment*

Payment shall be made following receipt of invoice(s) and acceptance of the work performed.

### *Governing Policy*

The City of Temiskaming Shores hereby authorizes K. Smart to complete the work as outlined above and in accordance with the referenced documents. The undersigned hereby agree to be bound by the terms and conditions set out above.



In witness whereof the parties have executed this Agreement the 15<sup>th</sup> day of September, 2015.

Signed and Sealed in )  
the presence of )

**K. Smart Associates Ltd.**

Consultant's Seal )

\_\_\_\_\_  
President - John Kuntze, P. Eng.

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**

Proposal submitted in response to CS-RFP-001-2015

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**Subject:** Appointment of Volunteer Firefighter      **Report No.:** PPP-010-2015  
**Agenda Date:** September 1, 2015

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-010-2015; and
2. That Council hereby appoints Leo Geoffroy as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

### **Background**

In an effort to fill a vacancy within the department at the Haileybury Fire Station, and to help ensure adequate staffing levels are maintained, the Department is seeking to fill a vacant Volunteer Firefighter's position at the Haileybury Fire Station.

### **Analysis**

Section 4.02 of Schedule "A" to By-law 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill one of the vacancies at the Haileybury Fire Station, an interview with the candidate was conducted by the Fire Chief and the Fire Department's Interview panel. Subsequently a recommendation from the Haileybury District Chief was provided to the Fire Chief requesting consideration of the appointment of Mr. Leo Geoffroy as a Volunteer Firefighter to the Temiskaming Shores Fire Department.

The candidate being recommended has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with his work related experience, and his previous experience as a Volunteer Firefighter with the Black River – Matheson Fire Department, makes him an excellent candidate for the position he is being recommended for.

Based on the above, I am pleased to recommend Leo Geoffroy as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the Volunteer Firefighter Hiring and Promotional Policy.

**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 include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2015 Fire and Emergency Management Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire departments 2015 and 2016 operational budgets.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill the vacant position at the Dymond Fire Station. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 22 members for the Dymond Station.
- 21 for the Haileybury Station, and
- 21 for the New Liskeard Station.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council’s consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Timothy H. Uttley  
Fire Chief

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

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**Subject:** Fire Department Training Program

**Report No.:** PPP-011-2015

**Agenda Date:** September 1, 2015

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## **Attachments**

**Appendix 01:** Draft Training Program for Temiskaming Shores Fire Department

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-011-2015, more specifically Appendix 01 - Draft Training Program for the Temiskaming Shores Fire Department; and
2. That Council approves the Draft Training Program for the Temiskaming Shores Fire Department as presented.

## **Background**

At the March 6, 2012 Council meeting, Council approved a formal training program for the Temiskaming Shores Fire Department. Since that time significant changes have taken place with regard to training curriculum and staffing within the fire department requiring revision to the current training program.

## **Analysis**

Under the requirements of the Occupational Health and Safety Act and more specifically, under Section 25(2)(a) the employer is responsible to provide information, instruction and supervision to a worker to protect the health and safety of the worker. In addition, By-law No. 2005-001 being a by-law to establishing, govern and regulate the Temiskaming Shores Fire Department indicates that fire department members shall be offered training and instruction on a regular basis.

On March 6, 2012 Council approved a formal Training Program for the fire department in order to help ensure the City of Temiskaming Shores meets its responsibilities with regard to the training of fire department members. Since that time the Office of the Fire Marshal and Emergency Management made the decision that Ontario would adopt the National Fire Protection Association (NFPA) professional qualification standards and curriculum. The NFPA curriculum and standards are now used as a base for core training throughout the province of Ontario. In addition to the new NFPA curriculum and standards, the City has recently hired a full-time training officer who started his duties on July 6, 2015. These changes will certainly strengthen and afford enhanced training and educational opportunities for all our fire department members.

In order to reflect these positive changes, a review was conducted of the current training program and a new training program drafted that reflects the changes to curriculum and staffing, and to ensure consistency with our legal requirements and help to ensure our

volunteer firefighters are training and competency maintained to the highest current standards. In addition, the draft training program being presented for consideration will introduce increased flexibility in the training schedule for our volunteers, and further enhance our recruitment and retention efforts.

There is nothing more important to the services we deliver to the public, and to the safety of each Firefighter, than the quality and quantity of the training each Firefighter and Officer receives. It is only through education, training, practice, and experience that we are able to perform the services needed to be done, when it is needed to be done, safely and efficiently.

With consideration to the above, and in an effort to enhance and ensure a uniform and standardize training program among all three fire stations of the Temiskaming Shores Fire Department, a revised training program is being recommended to Council for consideration.

**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 support from Municipal Council and the budget process continues to recognize the true value of the service being delivered. The volunteer and full-time fire department staff in the City of Temiskaming Shores continues to be a tremendous asset to the residents of the City.

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

**Alternatives**

No alternatives were considered in the preparation of the report.

**Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 Timothy H. Uttley  
 Fire Chief

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



# TRAINING PROGRAM

### INTRODUCTION

One of the most important activities in any fire department that will assist in Firefighters to perform their duties safely and efficiently is training.

The Temiskaming Shores Fire Department is staffed with a full-time Fire Chief, Fire Prevention Officer, and Training Officer. The department also is comprised of Volunteer Firefighters who are trained and supervised by the Training Officer. Reporting to the Fire Chief, the Training Division is comprised of the full-time Training Officer who helps to ensure that all Volunteer Firefighters are equipped with the skills and knowledge necessary to professionally mitigate emergencies of all types. The Training Officer's primary responsibility is to provide training programs that meet the legislative requirements of the Ontario Fire Protection and Prevention Act (FPPA), and the Occupational Health and Safety Act of Ontario. With respect to the latter, guidance notes are regularly being written and revised by the Ontario Fire Service Advisory Committee to address Section 21 health and safety issues.

Since the late 1980s, the Office of the Fire Marshal and Emergency Management (OFMEM) was instrumental in the development of a professionalization process of the Ontario Fire Service. In partnership with the Ontario Association of Fire Chiefs (OAFC) and in collaboration with other fire service stakeholders, a unique training and educational system was established based on the Ontario Fire Service Standards. These standards were then used to form the basis for a comprehensive pre-service training program, as well as the Ontario Firefighter Curriculum, the Fire Prevention Officer Diploma program, the Company Officer Diploma program, and the Training Officer Diploma program. In 2012 Municipal Council endorsed the fire department's training program which supported the use of the Ontario Firefighter Curriculum for the Temiskaming Shores Fire Department.

In April 2013, the OFMEM announced the decision had been made that Ontario would adopt the National Fire Protection Association (NFPA) Professional Qualifications Standards. The transition from the Ontario Firefighter Standards to the NFPA standards is ongoing, however the department has made the transition to the NFPA Curriculum that will be used as a base for all our core training. The NFPA curriculum and standards while used as a base for core training, the certification process under this program is still voluntary, but provides a consistent and current level of training. The department also uses training materials from the International Fire Service Training Association (IFSTA), NFPA, OFM, and other recognized standards as a basis for our training. The training is delivered primarily by the Training Officer with assistance by Company Officers.

The Temiskaming Shores Fire Department assumes responsibilities for intervention in a number of other non-suppression related emergency situations. These include assistance to EMS, vehicle extrication, hazmat incidents and ice/water rescue. Currently all fire suppression response personnel train in all these areas. Given the range of potential emergencies that the Fire Department may respond to, and the training requirements needed to ensure Firefighters have the skills and knowledge to mitigate these emergencies, we will continue to develop specialized teams which will focus on specialized training programs. This will enable increased focus on fire ground training for suppression crews.

This program has been developed to ensure adequate training is provided to all Fire Department members, and that the needs of the members are met and the highest level of training is supported.



## 1.0 TRAINING PHILOSOPHY

- 1.01 To teach each firefighter to operate at acceptable performance levels for his/her rank and assignment;
- 1.02 To generate an environment promoting continuous learning within a progressive organization and the willingness of individuals to strive for self-improvement at the individual level;
- 1.03 To provide professional development for firefighters by establishing the standard and procedures for a given task;
- 1.04 To ensure that Firefighters understand all standards and procedures and give all Firefighters who wish to promote the knowledge and understanding of the position to which they aspire.

## 2.0 TRAINING GOALS

- 2.01 To conduct classes, drills and exercises to meet the requirements of mandated and seasonal training;
- 2.02 To expand the professional abilities of firefighters in order to enhance public service levels;
- 2.03 To coordinate all aspects of training in an organized, efficient manner;
- 2.04 To involve the Officers at all levels in the evaluation and delivery of training;
- 2.05 To review, enhance and develop multimedia training and maintain a resource center;
- 2.06 To continue in managing, maintaining and improving the department's training facilities;
- 2.07 To accomplish training goals the following activities are carried out:
  - Development of annual training schedules for the fire suppression division;
  - Development and delivery of specialized training programs;
  - Management of medical training;
  - Management of live fire training exercises;
  - Records management for personnel files;
  - Preparation of classification exams and participation in the recruitment process;
  - Provision of officer training to meet succession goals;
  - Preparation and/or revision of operating guidelines, policies and procedures;
  - Investigation of new equipment/technical processes, and delivery of associated training;
  - Management of training facilities;
  - Development of personal fitness goals.

## 3.0 TRAINING CURRICULUM

- 3.1 The Curriculum developed to meet the National Fire Protection Association standards shall be used as a base for all core training. While the certification process under this program is voluntary, it provides a consistent and current level of training for all Firefighters.

- 3.2 All Volunteer Firefighters shall be required to participate in Firefighter I and Firefighter II of the NFPA curriculum, and that all Firefighters (as required) shall complete Firefighter I of the training curriculum within five years of being appointed to the Fire Department.
- 3.3 All Volunteer Firefighters (based on skill sets and abilities) shall be signed off as subjects are completed, as provided for in the training curriculum. All sign off documentation as well as all training records for each Firefighter shall be retained by the department's Training Officer.

#### 4.0 RECRUIT TRAINING

- 4.01 All new recruits shall first be required to complete Recruit Training and be signed off on the following subjects before being given any significant responsibilities during any emergencies:
  - 1. Orientation and Fire Service History
  - 2. Firefighter Safety and Health
  - 3. Fire Department Communications
  - 4. Fire Behavior
  - 5. Firefighter Personal Protective Equipment
- 4.02 After successful completion of the recruit training program, recruits shall be elevated in status as a Firefighter.

#### 5.0 REGULAR DEPARTMENT TRAINING

- 5.01 All Volunteer Firefighters shall be provided with regular training sessions scheduled on a staggered schedule to accommodate all fire stations.

Example<sup>1</sup>

Station #1	Station #2	Station #3
1 <sup>st</sup> Monday – Meeting/Training	1 <sup>st</sup> Thursday – Meeting/Training	1 <sup>st</sup> Monday – Training
3 <sup>rd</sup> Monday – Training	2 <sup>nd</sup> Thursday - Training	2 <sup>rd</sup> Monday - Training
4 <sup>th</sup> Monday – Training	3 <sup>rd</sup> Thursday - Training	3 <sup>rd</sup> Monday – Training/Meeting

- 5.02 A training schedule for each station shall be established by the Training Officer in cooperation the District Chiefs, and approved by the Fire Chief. The training schedule shall be posted in each fire station. A copy of the schedule or revised schedules shall be provided to the Fire Chief. Joint training sessions shall be encouraged where practicable.
- 5.03 Regular training sessions will consist of drills, lectures, group discussions, performance evaluations etc. on specific areas regarding fire fighting, or other areas which the Training Officer feels is important.

<sup>1</sup>Training sessions may be scheduled on alternative days as may be required from time to time. An annual training schedule shall be developed and posted in each station.

- 5.04 The Temiskaming Shores Fire Department regards training as one of the most important facets of the department's activities. Each Firefighter is accountable to attend seventy percent (70%) of all scheduled training unless otherwise approved by the District Chief and/or Training Officer. If the minimum attendance requirements have not been achieved the Firefighter shall meet first with the Training Officer, and failing satisfactory resolve, meet with the District Chief and Training Officer to discuss the reasons he or she cannot attend. All members who miss training meetings are responsible to ensure that training is up to date within 30 days of the original training date.
- 5.05 Any Volunteer Firefighter who misses six (6) or more consecutive scheduled training sessions, or as referred to by the District Chief or Training Officer, may be required to meet with the Fire Chief to discuss the reasons for the absences from training, and the corrective actions to be taken.
- 5.06 Volunteer Firefighters may be provided additional training as the need arises on specific operations. This additional training shall be posted in each of the stations prior to the training taking place.
- 5.07 All training sessions must be coordinated through the Training Officer.

### **6.0 SPECIALIZED TRAINING**

- 6.01 Specialized training shall be given to all those Volunteer Firefighters that provide specialized services as part of a team (i.e. vehicle extrication, ice/water rescue, Wildland firefighting). This training may consist of both in-house training and/or training from external agencies (i.e. Ontario Fire College).
- 6.02 All training conducted by external agencies must be approved by the Fire Chief and or his/her designate.

### **7.0 TRAINING RESPONSIBILITIES**

- 7.01 The authority and responsibility for the adoption and approval of various training requirements is vested in the Fire Chief.
- 7.02 The Training Officer is responsible for:
- a) Assisting the Fire Chief in determining the department's training needs;
  - b) Coordinating the delivery of the department's training program in consultation with the District Chiefs;
  - c) Assisting in the development of department training programs;
  - d) Reviewing and assisting with the development of Operational Guidelines;
  - e) Evaluating continuity of training in their respective stations;
  - f) Preparing training schedules in cooperation with the Training Officer's Committee and Fire Chief;
  - g) Coordination and scheduling special training sessions;

- h) Conducting training as required;
- i) Maintaining comprehensive training records for all members of the Department, for all subjects delivered; and
- j) Act in a manner that will promote the positive reputation of the fire department and teamwork among all members of the department, including maintaining confidentiality and professionalism.

7.03 Officers and Instructors are responsible for:

- a) Assisting the Training Officer as may be required and instructing as per department training schedules, utilizing applicable standards, manuals and Operational Guidelines, as well as department and other training aids;
- b) Completing all required training documentation and training session attendance as soon as possible after training sessions are completed, and submitting it to the Training Officer;
- c) All members are responsible for participating in department training activities and for maintaining personal and professional competence relative to the skill and knowledge levels required of their respective position within the department; and
- d) Act in a manner that will promote the positive reputation of the fire department and teamwork among all members of the department, including maintaining confidentiality and professionalism.

## **SUMMARY**

The Office of the Fire Chief remains committed to the primary goals of the Fire Department, and especially to the safety of all our Firefighters.

With this in mind, we are continually endeavouring to improve and enhance the department's training program to help ensure that all fire department personnel receive the necessary training to enable them to provide fire protection services in a safe and efficient manner.

**“Achieving proficiency and professionalism through training and education.”**

**Timothy H. Uttley**  
Fire Chief/CEMC

**APPENDIX “1” – TRAINING CURRICULUM**

REFERENCE NO.	CHAPTER TITLE FIREFIGHTER 1	TEXT REFERENCE	LEARNING ACTIVITIES or SKILL SHEETS
Chapter 01	Orientation and Fire Service History	6-41	Skill Sheets 2-I-1 to 2-I-2
Chapter 02	Firefighter Safety and Health	42-87	Skill Sheets 2-I-1 to 2-I-2
Chapter 03	Fire Department Communications	92-128	Skill Sheets 3-I-1 to 3-I-2
Chapter 04	Building Construction	130-203	
Chapter 05	Fire Behavior	204-254	
Chapter 06	Firefighter Personal Protective Equipment	256-335	Skill Sheets 6-I-1 to 6-I-11
Chapter 07	Portable Fire Extinguishers	336-365	Skill Sheets 7-I-1 to 7-I-3
Chapter 08	Ropes, Webbing, and Knots	366-416	Skill Sheets 8-I-1 to 8-I-18
Chapter 09	Structural Search, Victim Removal, and Firefighter Survival	418-475	Skill Sheets 9-I-1 to 9-I-14
Chapter 10	Scene Lighting, Rescue Tools, Vehicle Extrication, and Technical Rescue	476-568	
Chapter 11	Forcible Entry	570-649	Skill Sheets 11-I-1 to 11-I-22
Chapter 12	Ground Ladders	650-726	Skill Sheets 12-I-1 to 12-I-19
Chapter 13	Ventilation	728-778	Skill Sheets 13-I-1 to 13-I-10; Learning Activity 13-I-1
Chapter 14	Water Supply	780-810	Skill Sheets 14-I-1 to 14-I-4
Chapter 15	Fire Hose	812-939	Skill Sheets 15-I-1 to 15-I-27
Chapter 16	Fire Streams	940-998	Skill Sheets 16-I-1 to 16-I-3
Chapter 17	Fire Control	1000-1099	Skill Sheets 17-I-1 to 17-I-12
Chapter 18	Loss Control	1100-1140	Skill Sheets 18-I-1 to 18-I-12
Chapter 19	Fire Origin and Cause Determination	1142-1173	
Chapter 20	Fire Protection Systems	1174-1216	

FIRE DEPARTMENT TRAINING PROGRAM

Chapter 21	Fire and Life Safety Initiatives	1218-1266	
Chapter 22	Emergency Medical Care for Fire Department First Responders	1268-1293	<i>*Optional Emergency Medical Services training</i>
Chapter 23	Hazards, Behavior, and Identification of Haz Mat/WMD	1296-1405	<i>** Optional Hazardous Materials training</i>
Chapter 24	Mitigating Haz Mat/WMD Incidents	1408-1498	<i>** Optional Hazardous Materials training</i>
<b>REFERENCE NO.</b>	<b>SUBJECT – FIREFIGHTER II</b>		
Chapter 03	Fire Department Communications	92-128	Skills Sheets 3-II-1
Chapter 04	Building Construction		
Chapter 10	Scene Lighting, Rescue Tools, Vehicle Extrication, and Technical Rescue		Skills Sheets 10-II-1 to 10-II-11
Chapter 15	Fire Hose		Skills Sheet 15-II-1
Chapter 16	Fire Streams		Skills Sheets 16-II-1 to 16-II-2
Chapter 17	Fire Control		Skills Sheets 17-II-1 to 17-II-2
Chapter 19	Fire Origin and Cause Determination		Skills Sheets 19-II-1
Chapter 20	Fire Protection Systems		
Chapter 21	Fire Prevention and Public Education		Skills Sheets 21-II-1 to 21-II-4
<b>REFERENCE NO.</b>	<b>SUBJECT – RECRUIT TRAINING</b>		
Chapter 01	Orientation and Fire Service History		
Chapter 02	Firefighter Safety and Health	42-87	Skill Sheets 2-I-1 to 2-I-2
Chapter 03	Fire Department Communications	92-128	Skill Sheets 3-I-1 to 3-I-2
Chapter 05	Fire Behavior	204-254	
Chapter 06	Firefighter Personal Protective Equipment	256-335	Skill Sheets 6-I-1 to 6-I11
IMS 100	Introduction to Incident Management System		2 hours Completed On-line

FIRE DEPARTMENT TRAINING PROGRAM

EM 131	Accessible Customer Service For Emergency Responders		2 hours Completed On-line
<b>REFERENCE NO.</b>	<b>SUBJECT – TSFD TRAINING</b>		
TSFD 01	1 <sup>st</sup> Aid, CPR, AED		
TSFD 02	Operating Emergency Vehicles		
TSFD 03	Apparatus and Equipment Checks		
TSFD 04	Health and Safety		
TSFD 05	WHMIS		
TSFD 06	Ice/Water Rescue		
TSFD 07	Wildland Firefighting (SP103)		
IMS 100	Introduction to Incident Management System		2 hours Completed On-line
EM 131	Accessible Customer Service For Emergency Responders		2 hours Completed On-line

Note: Other subject matter outside of the NFPA Curriculum may be added as may be needed or required.

**Reviewed and Agreed Upon by:**

\_\_\_\_\_  
**Greg Miller**  
 Training Officer

\_\_\_\_\_  
**Steve Langford**  
 District Chief – Station #1

\_\_\_\_\_  
**Jamie Sheppard**  
 District Chief – Station #2

\_\_\_\_\_  
**Ian Mackey**  
 District Chief – Station #3



\_\_\_\_\_  
**Timothy H. Uttley**  
 Fire Chief/CEMC

**Subject:** Tender Award – Granular M

**Report No.:** PW-044-2015

**Agenda Date:** September 1, 2015

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### **Attachments**

**Appendix 01:** Tender Results

**Appendix 02:** Caldwell Letter - August 18, 2015

**Appendix 03:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-044-2015;
2. That as outlined in By-law No. 2009-012, Purchasing Policies and Procedures, Section 3.5 Approval Authority, Council approves the award of the contract to crush and Stockpile Granular “M” in the Contractors Pit to *Alvin Caldwell Sand & Gravel Ltd.* in the amount of \$ 40,500.00 plus HST; and
3. That Council directs Staff to prepare the necessary by-law to enter into an agreement with *Alvin Caldwell Sand & Gravel Ltd.* for consideration at the September 1, 2015 Regular Council meeting.

### **Background**

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply, crushing and stockpiling of granular material for use in the maintenance operations at various locations within the City of Temiskaming Shores.

The work generally consists of supplying of granular material in a desired quantity, to be crushed, hauled and stockpiled in specified locations as and where directed by City staff. In 2015 it was hoped that 10,000 tonnes of material could be purchased.

Previously, the City accepted tenders for the crushing of Granular M to be produced and stockpiled in the City owned source on Dump Road, Bucke Township, however, due to concerns that the material would not meet specifications and based on the tendered prices, the City has since reverted to obtaining the material through the tendering process from local suppliers and stockpiled at the source or at a designated site within the municipality.

On July 16, 2015 the City distributed a Request for Tender (PWO - RFT- 012-2015) for the crushing and stockpiling of Granular M in the Contractors Pit location in hopes of obtaining a more competitive and budget friendly price. The documents were provided to previous and known potential bidders with closing date at 2:00 p.m. on July 30, 2015.

### **Analysis**



Four (4) RFT documents were distributed and only one (1) response was received by the closing date.

Supplier	Tender Amount	HST	Total
Caldwell Sand & Gravel	\$67,500.00	\$8,775.00	\$76,275.00

Alvin Caldwell Sand & Gravel Ltd. has successfully completed similar projects for Temiskaming Shores and throughout Northern Ontario and has demonstrated the ability to complete this work as intended.

The tender was analysed for errors and/or omissions and were found to be correct and complete. The acquisition process was in keeping with the City's Purchasing Policy (By-Law 2009-012, as amended). The tendered amount for the intended work (10,000 metric tonnes of Granular M) exceeded the approved and allotted budget for loose-top roadway maintenance, however, based on the tendered unit cost a revised quantity of 6,000 metric tonnes would be within the current approved budget.

**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 approved 2015 budget allocation for loose-top maintenance is \$60,000.00 and as of August 28, 2015 there has been approximately \$12,263 charged to that account.

Based on a unit cost of \$6.75 per tonne and a revised quantity of 6,000 metric tonnes (\$41,213) there would be adequate funds remaining within the budget allocation.

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

**Alternatives**

Cancellation of the Tender was considered, however, is not being recommended due to Department needs for maintenance purposes.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 G. Douglas Walsh, CET  
 Director of Public Works

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

Document Title: **PWO-RFT-012-2015**

Opening Date: **July 30, 2015**

Inquiry Contact: **Doug Walsh**

Opening Time: **2:00 pm**

Description: **Supply and Stockpiling of Granular M**

Form of Proposal

Bidder: *ALVIN CADDWELL*

10,000 tonnes Granular M:	<i>67,500</i>
HST:	<i>8,775</i>
Total:	<i>67,500</i> <del>76,275</del>

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder:

10,000 tonnes Granular M:	
HST:	
Total:	

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder:

10,000 tonnes Granular M:	
HST:	
Total:	

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder:

10,000 tonnes Granular M:	
HST:	
Total:	

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder:

10,000 tonnes Granular M:	
HST:	
Total:	

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder:

10,000 tonnes Granular M:	
HST:	
Total:	

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder:

10,000 tonnes Granular M:	
HST:	
Total:	

Non Collusion Affidavit  Conflict of Interest  AODA

Bidder:

10,000 tonnes Granular M:	
HST:	
Total:	

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*

*Representing*

*Signature*

*D Walsh*  
 Gary Wadge  
 Jessica Brubacher  
 Karianne St. George  
 Candra Boylen  
 DAVE TREEN

*Temiskaming*  
 T. S.  
 Caldwell's  
 Caldwell's  
 D.F. Elliott  
 T. S.

*[Signature]*  
*Gary Wadge*  
*J Brubacher*  
*K St George*  
*C Boylen*  
 Page 1 of 1  
*[Signature]*



437110 Hawn Dr. • P.O. Box 502  
New Liskeard, ON • POJ 1P0  
[ t ] 705.647.5369 [ f ] 705.647.5372  
[www.caldwellconstruction.ca](http://www.caldwellconstruction.ca)

August 18, 2015

City of Temiskaming Shores

Attn: Doug Walsh

**Re: Tender PWO-RFT-012-2015**

Further to the above noted contract Alvin Caldwell Sand and Gravel Limited agrees to Crush 6,000 tonnes of Granular M at the unit rate of \$6.75 per tonne.

Thank you

Harry Cooper

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M” at their Source located in Firstbrook Township and accessible via Dump Road**

**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-044-2015 at the September 1<sup>st</sup>, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M” for consideration at the September 1<sup>st</sup>, 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 Mayor and Clerk to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the crushing and stockpiling of 6,000 tonne of Granular “M” in the amount of \$40,500.00 plus applicable taxes, a copy of which is attached hereto as Schedule “A” and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 1<sup>st</sup> day of September, 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

**Alvin Caldwell Sand & Gravel Ltd.**

for the crushing and stockpiling of Granular "M"

**This agreement** made in duplicate this 1<sup>st</sup> day of September, 2015.

Between:

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

and:

**Alvin Caldwell Sand & Gravel Ltd.**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Crushing and Stockpiling of Granular "M"  
Tender No. PWO-RFT-012-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and  
c) Complete, as certified by the Director, all the work by **October 31<sup>st</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Forty Thousand – Five Hundred Dollars and Zero Cents (\$40,500.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.  
b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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:

**Alvin Caldwell Sand & Gravel Ltd.**  
P.O. Box 502  
New Liskeard, Ontario  
P0J 1P0

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Director:

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

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )  
(if applicable) )

Municipal Seal )

**Alvin Caldwell Sand and Gravel Ltd.**

\_\_\_\_\_  
General Manager – Harry Copper

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2015-000**

Form of Agreement





437110 Hawn Dr. • P.O. Box 502  
New Liskeard, ON • POJ 1P0  
[ t ] 705.647.5369 [ f ] 705.647.5372  
[www.caldwellconstruction.ca](http://www.caldwellconstruction.ca)

August 18, 2015

City of Temiskaming Shores

Attn: Doug Walsh

**Re: Tender PWO-RFT-012-2015**

Further to the above noted contract Alvin Caldwell Sand and Gravel Limited agrees to Crush 6,000 tonnes of Granular M at the unit rate of \$6.75 per tonne.

Thank you

Harry Cooper

### Form of Tender

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

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Tender, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

*NOTE: All portions of "Form of Tender" must be accurately and completely filled out.*

ITEM #	MATERIAL	QUANTITY	UNIT PRICE	TOTAL
1	GRANULAR "M" 5/8 as per OPSS 1010, crush and stockpile at Contractors location within 1 km of Temiskaming Shores.	10,000 tonnes	\$ 6.75	\$ 67,500 <sup>00</sup>
SUB-TOTAL:				\$ 67,500 <sup>00</sup>
HST:				\$ 8,775.00
TOTAL				\$ 76,275 <sup>00</sup>

Page 1 of 6 to be submitted

I/We Alvin Caldwell Sand & Gravel Ltd. offer to supply the requirements stated within.

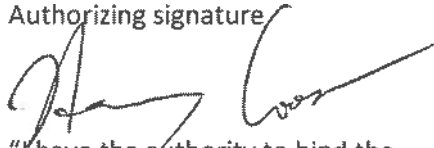
the corresponding total cost of \$ 67,300.00 Tax included.

I/We guarantee the availability of the required materials stockpiled at the Contractors location considered to be Caldwell Main Pit pit, located within 1 km of the outside boundaries of Temiskaming Shores.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required materials within four (4) weeks of receiving a signed order/ agreement.

The specifications have been read over and agreed to this 23 day of July 2015

Company Name Alvin Caldwell Sand & Gravel Ltd.	Contact name (please print) Harry Cooper
Mailing Address 437110 Hawn Dr. P.O Box 502 New Liskeard, ON P0J 1P0	Title General Manager
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone (705) 647-5369	Fax (705) 647-5372
Cell Phone if possible /	Email harry@caldwellconstruction.ca

**City of Temiskaming Shores**  
**PWO-RFT-012-2015**  
**Supply and Stockpile Granular M**

**Non Collusion Affidavit**

I/We Alvin Caldwell Sand & Gravel Ltd the undersigned, am fully informed respecting the preparation and contents of the attached Tender 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, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at New Liskeard this 23 day of July, 2015

Signed   
Company Name Alvin Caldwell Sand & Gravel Ltd  
Title General Manager

**Page 3 of 6 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-012-2015  
Supply and Stockpile Granular M**

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

---



---



---

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

Dated at New Liskeard this 23 day of July, 2015.

Firm Name Alvin Caldwell Sand & Gravel Ltd.

Bidder's Authorization Official Harry Cooper

Title General Manager

Signature 

**City of Temiskaming Shores  
PWO-RFT-012-2015  
Supply and Stockpile Granular M**

**SCHEDULE "A" - 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.

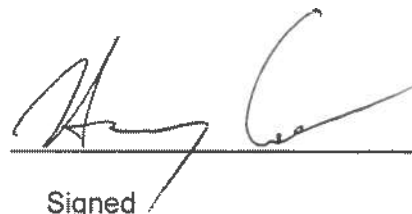
Name	Address	WSIB Certificate Number (copy attached)
N/A.		

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

Harry Cooper

Printed

  
Signed

**Page 5 of 6 to be submitted**

**Schedule B**

**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 Alvin Caldwell Sand & Gravel Ltd. Company Name

Phone Number (705)647-5369

Address 437110 Hawn Dr. P.O. Box 502  
New Liskeard, ON POJ 1P0

I, Harry Cooper, 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*.

I, \_\_\_\_\_, declare that I, or my company, are not 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](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: July 23rd, 2015

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**Subject:** Tender Award – Rockley Road  
Reconstruction

**Report No.:** PW-046-2015  
**Agenda Date:** September 1, 2015

---

### **Attachments**

**Appendix 01:** Report on Tender Opening – D.F. Elliott

**Appendix 02:** Post Tender Addendum – Contract Price Adjustment

**Appendix 03:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-046-2015;
2. That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the Rockley Road Reconstruction Project contract to Miller Paving Limited in the amount of \$ 734,085.30 plus applicable taxes;
3. That Council directs staff to contact FedNor and request an increase in the funding percentage for the remaining funds available for the Dymond Industrial Park; and
4. That Council directs staff to prepare the necessary by-law and agreement for consideration at the September 1, 2015 Regular Council meeting.

### **Background**

In 2014 the City entered into an agreement with DF Elliott Consulting Engineers. through By-law No. 2014-166 for engineering services relating to the reconstruction of Rockley Road in the vicinity of the Dymond Industrial Park.

The reconstruction of Rockley Road, from Highway 11 North and westward would be the culmination of the work associated with the installation of water and sewer servicing and the storm water management in the Dymond Industrial Park.

DF Elliott completed the detailed design and worked closely with the City to define project limits that best fit the financial resources available at this time.

The tender documents were prepared and advertised in the local newspaper, the Community Bulletin and on the City's website commencing on July 16, 2015.

### **Analysis**

Tender closing date was July 30, 2015 at 2:00 p.m. at which time only one of the qualifying contractors submitted a bid.



Bidder	Tender Amount	HST	Total
Miller Paving Limited	\$884,411.25	\$114,973.46	\$999,384.71*

\*Total tendered amount corrected as per Engineer's Report and exceeded budget allocation

Miller Paving Limited has successfully completed projects in Temiskaming Shores and has demonstrated the ability to successfully complete work as intended and would oversee the work (as the General Contractor) of a number of sub-contract companies for various work included in the contract.

The tender was analysed for errors and/or omissions and one minor extension error was reported. The amended price is noted above. The process for obtaining competitive pricing was in keeping with the City's Purchasing Policy (By-Law 2009-012, as amended).

**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

Based on negotiations between the City, Consultant and the Contractor, revisions to the contract items and quantities have resulted in a decrease in project costs. These adjusted costs, including applicable taxes, are within the approved 2015 Capital Budget allocation.

The 2015 Budget allocated \$731,000 for the reconstruction of Rockley Road with 24.6% being funded through FedNor (\$179,826) and partnership funding of \$13,572 leaving a balance of \$537,602 being the City's component.

Based on the revised Tender Submission plus Contract Administration the project costs are \$821,705 inclusive of non-refundable HST.

After all of the other components of the Dymond Industrial Park Project have been completed (Radley Hill Turning Lanes & Stormwater Management) staff estimates that the City will have a remaining unused balance of \$335,000 in available FedNor funding. In order to maximize this funding, staff is recommending that a request be made to FedNor to increase the percentage of funding allowable for the Rockley Road Project (currently approved at 24.6%).

Should FedNor approve an increase in the percentage of funding (from 24.6% to staff's recommendation of 43.6%) the revised project costs for 2015 are summarized as follows:

Construction Costs	\$ 734,085
Contract Admin	\$ 73,400
<u>Non-Refundable HST</u>	<u>\$ 14,220</u>
Total Expenses	\$ 821,705

FedNor Funding (43.6%)	(\$ 358,263)
<u>Partnership Funding</u>	<u>(\$ 13,572)</u>
Total Funding	(\$ 371,835)
<b><u>City's Contribution</u></b>	<b><u>\$ 449,870</u></b>

An increase in the percentage of FedNor Funding will bring the overall Dymond Industrial Park Project back within our approved Budget.

### **Alternatives**

Re-tendering the project was considered, however, the completion of the project would be delayed and a portion of the funding may be lost. This alternative is not recommended.

### **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



July 31, 2015

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

Attention: Mr. Dave Treen,  
City Clerk

Dear Sir

re: Reconstruction of Rockley Road,  
from Highway 11 to 0.350 km Northerly  
Project No. 2014-013

---

The following is our report and recommendation on the review and checking of the tender received for the above noted project.

The tender was advertised in the "Temiskaming Speaker" on Wednesday, July 15, 2015 and Wednesday, July 22, 2015 and "The Weekender" on Saturday, July 18, 2015 and Saturday, July 25, 2015 on the City of Temiskaming Shores' Community Page.

There were a total of four (4) plan takers during the tendering period, and they are listed as follows:

- |    |                                   |   |                       |
|----|-----------------------------------|---|-----------------------|
| 1. | Alvin Caldwell Sand & Gravel Ltd. | - | New Liskeard, Ontario |
| 2. | Demora Construction Services Inc. | - | New Liskeard, Ontario |
| 3. | Miller Paving Limited             | - | New Liskeard, Ontario |
| 4. | Pedersen Construction (2013) Inc. | - | New Liskeard, Ontario |

A Tender Deposit in the amount specified and in the form of a Bid Bond or Certified Cheque for 100% of the contract amount made payable to the City of Temiskaming Shores, was required by all tenderers.

Tenders were received until 2:00 pm local time on Thursday, July 30, 2015 at the City of Temiskaming Shores' Municipal Office, 325 Farr Drive, Haileybury, Ontario. Commencing at 2:05 pm. on the same day, tenders were opened and read by the City Clerk, Mr. Dave Treen.

The tender opening was open to the public, and the following people attended:

Dave Treen	-	City of Temiskaming Shores
Doug Walsh	-	City of Temiskaming Shores
Gary Wadge	-	City of Temiskaming Shores
Linda McKnight	-	City of Temiskaming Shores
Bob Herd	-	Miller Paving Northern
Sandra Boylen	-	D.F. Elliott Consulting Engineers Ltd.

One (1) tender was received from the four (4) plan takers. Miller Paving Limited submitted a tender in the amount of \$999,695.46 (including HST).

\*(Following checking by the Engineer, the total amount tendered was corrected to \$999,384.71, including HST)

(Engineer's Estimate: \$883,420.16, including HST).

The above tendered amounts include HST @ 13%.

Addendum # 1 was issued to revise the wall thickness of the 750 mm diameter culvert and the 1400 mm diameter culvert to 2.0 mm. Receipt of the Addendum was acknowledged in the Miller Paving Limited tender.

The tender was checked for errors in extension and addition. An extension error in the amount of a \$275.00 was found on Item No. 28 – 'Light Duty Silt Fence Barriers'. The error resulted in a reduction of \$275.00 (excluding HST) to Item No. 28, which reduced the overall tender price to \$999,384.71 (including HST).

The Miller Paving Limited tender contained a Bid Bond of \$75,000 which met tendering requirements. An acceptable Agreement to Bond was also provided for 100% Performance and 100% Labour and Material Payment.

The Miller Paving Limited tender was signed, sealed, witnessed and dated.

The Proof of Ability Forms were satisfactorily completed in the Miller Paving Limited tender.

We point out that the schedule to be provided by tenderers with the tender submission is intended to reflect the general progress of the work only. The contractor is to provide a detailed Critical Path Schedule, for review and acceptance, prior to work start up.

Miller Paving Limited proposes to sub contract the excavation, backfilling and culvert work to Pedersen Construction (2013) Inc. (Temiskaming Shores Ontario). They also propose to sub contract the curb and gutter work to Interpaving Ltd. (Timmins Ontario).

The Miller Paving Limited tendered price (\$999,384.71) exceeds our estimate (\$883,420.16) by approximately 13%. Since this is a relatively straight forward road work, the high cost is surprising. Notable items of interest are:

1. Earth Excavation – Tendered price is  $\pm$  50% higher than expected, based on previous contracts in this area.
2. Granular ‘B’, type 1 – Tendered price is  $\pm$  17% higher than expected. Both Granular ‘A’ and Granular ‘B’, type 1 prices are significantly higher than the recent Latchford Street project. (Note: Granular ‘A’ is  $\pm$  24% higher than the MTO HiCo estimate for the New Liskeard area. Similarly, Granular B, type 1 is  $\pm$  41% higher. Both prices exceed the MTO provincial average).
3. The 750 mm and 1400 mm culvert prices are a little higher than our estimate but are in line with MTO HiCo estimates for the New Liskeard area. Our estimated prices are quite close to the MTO provincial average prices.
4. 600 mm x 600 mm Ditch Inlet Catchbasin - Tendered price is \$6,200.00. Our estimate is \$2,800.00. We would expect a price of \$ 6,200.00 for a 1200 mm x 1200 mm Manhole.
5. Concrete Curb and Gutter – Tendered price is  $\pm$  30% higher than estimates based on previous work.
6. Breaking into Catchbains and Manholes – Tendered price is \$1,650.00. Estimated is \$350.00.
7. Traffic Control Signing – Tendered price is \$42,500.00. Estimated price is \$10,000.00. (Contractor has obviously included other things in this item to take advantage of the 50% upfront payment).
8. Sod – Tendered price is \$13.00. Estimated price is \$7.00.
9. Light Duty Silt Fence Barriers – Tendered price is \$27.50. Estimated price is \$15.00.

In summary, it is our opinion that the tendered price has been inflated by the mark-ups on sub-contracted work.

Some suggested recommendations are:

1. Re-tender the work. However, at this stage in the construction season most Contractors are busy, so it is doubtful whether any more bids would be received and whether the prices would be any less.

2. Defer a portion of the work until the 2016 construction season – such as the top lift of asphalt. (Would save in excess of \$100,000.00).
3. Defer the contract and re-tender during the late fall of 2015 / winter 2016.
4. Point out to the Contractor that he is the only tenderer and that the City considers his price to be high. In order for the City to accept the Tender, they would expect that the Contractor might review his tender and provide some reduction in price.

A Spreadsheet of unit prices has been prepared and a copy is appended to this report for information purposes. Hard copies of each tender for the municipality's records will be forwarded. (Note: the Spreadsheet of unit prices is considered to be 'Confidential' information).

Respectfully submitted,

**D. F. ELLIOTT CONSULTING ENGINEERS LTD.**



D. Elliott Peng.

DFE/



**Date:** August 24, 2015

**Job:** City of Temiskaming Shores

**Project No.** 2014-013

Rockley Road Reconstruction  
From Hwy 11 to 0.30 km Northerly

**Contractor:** Miller Paving Limited

**Address:** 704024 Rockley Road  
P O Box 248  
New Liskeard Ontario  
P0J 1P0

## CONTRACT CHANGE ORDER No. 1

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### Instructions:

The Contractor is hereby advised that further to the Tender Opening of July 30, 2015 and recent discussions with the Contractor, various adjustments have been made to the 'Schedule of Items and Prices', Sheets T-1 to T-3, inclusive, in the Miller Paving Limited Form of Tender, dated July 30, 2015

These adjustments result in a net change in the amount tendered from: \$884,411.25 to \$734,085.30 (excluding HST); and are in accordance with the attached 'Revised Summary of Items and Prices', dated August 24, 2015.

Both the City of Temiskaming Shores and Miller Paving Limited are in agreement with the change in the amount tendered to **\$734,085.30 (excluding HST).**

Therefore, upon formal acceptance by Council of the 'Revised Summary of Items and Prices', dated August 24, 2015, contract documents will be issued for signing and contract execution.

Payment for the work shall be made in accordance with the 'Revised Schedule of Items and Prices'.

**D. F. ELLIOTT CONSULTING  
ENGINEERS LTD.**

**CONTRACTOR**

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**City of Temiskaming Shores  
Rockley Road Reconstruction,  
from Highway 11 to 0.30 km Northerly  
Revised Summary of Items and Prices  
August 24, 2015**

Item #	Description	Bid Quantity	Unit of Measure	Unit Bid Price	Total Bid Price	Comments
1	Earth Excavation, Grading	4002.1	m <sup>3</sup>	\$ 18.50	\$ 74,038.85	
2	Granular Sealing	0	m <sup>3</sup>	\$ 23.00	\$ -	Remove
3	Superpave 12.5	1080	mt	\$ 220.00	\$ 237,600.00	Reduced from 90 mm to 80 mm thickness
4	Hot Mix HL3F	0	mt	\$ 275.00	\$ -	Remove
5	Asphalt Spillways	5.5	m	\$ 175.00	\$ 962.50	
6	Granular 'A'	2701	mt	\$ 23.00	\$ 62,123.00	
7	Granular 'B', Type I	7000	mt	\$ 17.50	\$ 122,500.00	
8	Concrete Curb & Gutter	560	m	\$ 170.00	\$ 95,200.00	
9	Pipe Subdrains	392	m	\$ 38.50	\$ 15,092.00	
10	600 mm x 600 CB's and DI's	1	each	\$ 6,200.00	\$ 6,200.00	
11	Breaking into MH's, CB's and DI's	1	each	\$ 1,650.00	\$ 1,650.00	
12	Adjusting Existing MH's, CB's and DI's	2	each	\$ 650.00	\$ 1,300.00	
13	Rebuilding Existing MH's, CB's and DI's	2	each	\$ 1,375.00	\$ 2,750.00	
14	500 mm Diameter Pipe Storm Sewer	10	m	\$ 665.00	\$ 6,650.00	
15	750 mm Diameter Pipe Culvert	36.5	m	\$ 750.00	\$ 27,375.00	
16	1400 mm Diameter Pipe Culvert	0	m	\$ 1,250.00	\$ -	Remove
17	Adjust Existing Main Line Water Valves to Suit Finished Grade	2	each	\$ 345.00	\$ 690.00	
18	Removal of Asphalt Pavement, Full Depth	3467.1	m <sup>2</sup>	\$ 5.00	\$ 17,335.50	
19	Removal of MH's, CB's, DI's and Valve Chambers	1	each	\$ 1,250.00	\$ 1,250.00	
20	Removal of Concrete Curb and Gutter	300	m	\$ 28.00	\$ 8,400.00	
21	Removal of Pipe Culverts and Sewers	39.5	m	\$ 41.00	\$ 1,619.50	Reduced by 20 m
22	Rip-Rap	167	m <sup>2</sup>	\$ 56.00	\$ 9,352.00	Reduced by 80%
23	Traffic Control Signing	1	LS	\$ 27,500.00	\$ 27,500.00	Reduce (close road from Hwy 11 to Industrial entrance)
24	Topsoil, Imported	2477	m <sup>2</sup>	\$ 4.00	\$ 9,908.00	
25	Sod	0	m <sup>2</sup>	\$ 13.00	\$ -	Remove and put quantity in Item # 26
26	Seed and Mulch	2477	m <sup>2</sup>	\$ 1.35	\$ 3,343.95	
27	Straw Bale Flow Check Dams	3	each	\$ 415.00	\$ 1,245.00	
28	Light Duty Silt Fence Barriers	0	m	\$ 27.50	\$ -	Remove
29	Clear Stone Sub-Bedding	0	m <sup>3</sup>	\$ 55.25	\$ -	Remove
30	Extra Depth Roadway and Trench Excavation	0	m <sup>3</sup>	\$ 13.50	\$ -	Remove
					Sub-Total	\$ 734,085.30
					HST @ 13%	\$ 95,431.09
					Total	<u>\$ 829,516.39</u>



The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to enter into an agreement with Miller Paving Limited for the Reconstruction of Rockley Road from Highway 11 northerly for approximately 350 metres 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-046-2015 at the September 1<sup>st</sup>, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the Reconstruction of Rockley Road from Highway 11, northerly for approximately 350 metres for consideration at the September 1<sup>st</sup>, 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 Mayor and Clerk to enter into an agreement with Miller Paving Limited for the Reconstruction of Rockley Road from Highway 11, westward for approximately 350 metres in the amount of \$734,085.30 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 1<sup>st</sup> day of September, 2015.

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Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-000**

Agreement between

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

and

**Miller Paving Limited**

for the Reconstruction of Rockley Road, from Highway 11  
northerly for approximately 350 metres

**This agreement** made in duplicate this 1<sup>st</sup> day of September 2015.

Between:

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

and:

**Miller Paving Limited**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Rockley Road Reconstruction from Highway 11 northerly for approx. 350  
metres and outlined in Administrative Report No. PW-046-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01, a copy of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **December 31<sup>st</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Seven Hundred and Thirty-Four Thousand – Eighty-Five Dollars and Thirty Cents (\$734,085.30) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the

Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

**Miller Paving Limited**  
P.O. Box 248  
704024 Rockley Road  
New Liskeard, Ontario  
P0J 1P0

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Engineer:

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

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )

**Miller Paving Limited**

\_\_\_\_\_  
Estimating Manager – Britt Herd

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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**Subject:** Apprentice Mechanic  
Eight (8) Week Placement

**Report No.:** PW-047-2015  
**Agenda Date:** September 1, 2015

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### **Appendices**

None

### **Recommendation**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-047-2015; and
2. That Council approves an eight-week Apprentice Mechanic placement within the Public Works Department to commence on September 8, 2015

### **Background**

Recently, staff has been approached by a former Co-op student that is pursuing a career in mechanical maintenance by enrolling in a 52 week program and is nearing the completion of the initial 23 week Truck and Coach / Heavy Equipment Pre-Apprenticeship program at Conestoga College. The program now requires the completion of an 8 week paid placement to gain further experience as the student works towards certification and future full-time employment and was hoping that the City would be able to assist with this portion of the training.

### **Analysis**

Since mid-June the Public Works Department has been down one full-time mechanic position due to a medical leave.

Through the Level 1 Apprenticeship In-school Training for Commercial Vehicles, the student will gain valuable experience and improve their mechanical skills and knowledge in areas such as;

- Performance of preventative maintenance on heavy equipment and heavy trucks
- Basic knowledge on SMAW, Oxy-Fuel Cutting and welding processors
- Knowledge of air brakes, electrical systems, hydraulics and suspension on heavy truck and heavy equipment

As we prepare for the winter operations and equipment preparedness, we are unaware of a return to work date (RTW) for the staff member on medical leave. All available staff will be required to complete other operational tasks in preparation for winter operations. The opportunity for the City to utilize the apprentice program and the experience to be gained by the student is a win-win situation.

**Financial / Staffing Implications**

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

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

In consultation with the City Manager and Treasurer adequate funds (wages) are available within the existing budget (as a result of unfilled vacancies during the year) to cover the cost of the proposed eight week paid apprenticeship position which would commence on September 8, 2015 if approved by Council.

Staff is proposing an hourly rate of \$15/hour for the placement. The following is a breakdown of the cost to the City:

Wages:	\$ 4,800
Vacation Pay:	192
Mandatory Employment Related Costs (MERCs):	391
Work Clothing/Protective Gear:	100
<b>Total:</b>	<b>\$ 5,483</b>

**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

---

**Subject:** OCIF Expression of Interest Submission      **Report No.:** PW-047-2015  
- North Cobalt Water Looping                      **Agenda Date:** September 1, 2015

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### **Attachments**

**Appendix 01:** “Draft” Expression of Interest Form for Submission (OCIF)

**Appendix 02:** Excerpt from the Fire Underwriters Survey

**Appendix 03:** Exp Services Opinion Letter – Fire Protection Capabilities

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-047-2015, more specifically Appendix 01 - OCIF Expression of Interest for potential funding to loop the North Cobalt municipal drinking water system to ensure reliable, safe and clean drinking water;
2. That Council considers that through the development of the Asset Management Plan and based on findings in recent Fire Underwriter Survey and Exp Services opinion letter, that the looping of the North Cobalt water distribution system is a significant priority for the City of Temiskaming Shores; and
3. That Council directs Staff to finalize and submit the Expression of Interest, complete with all applicable documentation, to the Ontario Community Infrastructure Fund – Applicant Based Component Program prior to the September 11<sup>th</sup>, 2015 deadline.

### **Background**

On August 18, 2014 Premier Wynne announced funding programs for municipal infrastructure projects. The permanent Ontario Community Infrastructure Fund (OCIF) will provide \$100M annually to small, rural and northern municipalities in the form of both “Formula Based” (City of Temiskaming Shores received approximately \$75,000) and “Application Based” funding components. Allocations through the Formula Based component (\$50M) were announced in September 2014, while the first intake for Expressions of Interest (EOI) for the Application Based Program (\$50M) were to be submitted by September 19, 2014.

The City of Temiskaming Shores submitted an EOI for the first intake of the program for the connection of the Dymond and New Liskeard distribution systems and was successful through the application phase, receiving approximately \$1.5M towards the estimated cost of the project. Work on the construction phase has started.

The second intake for the program was announced on July 29<sup>th</sup>, 2015 with submission due on September 11<sup>th</sup>, 2015. Eligible municipalities are permitted to submit one project proposal for OCIF funding to address critical road, bridge, water and wastewater projects identified as top priorities through the Asset Management Plan process. Funding through the application process will be targeted towards municipalities and



local services boards that would be unable to undertake top priority projects without this support.

As in the past, the Expressions of Interest will be pre-screened and those passing the pre-screening process will be given the opportunity to submit a full application in which is anticipated to be in November or December 2015. Final funding announcements will be made in early 2016.

### **Analysis**

Based on the information provided in the OCIF Application Based Component Program Manual, and in conjunction with the development of the Asset Management Plan, city staff is recommending that consideration be given towards submitting an Expression of Interest for the funding program.

Phase 1 of the North Cobalt Water Distribution Integration Project (secondary feeder main on Niven Street) best meets the criteria for the Ontario Community Infrastructure Fund (OCIF) program which includes health and safety related issues. This project was discussed and endorsed by the Public Works Committee at the meeting held on July 29, 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

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

### **Alternatives**

Council may decline the opportunity to submit Expression of Interest for the project being recommended or alternatively select a project that meets the criteria and may be deemed as a higher priority.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

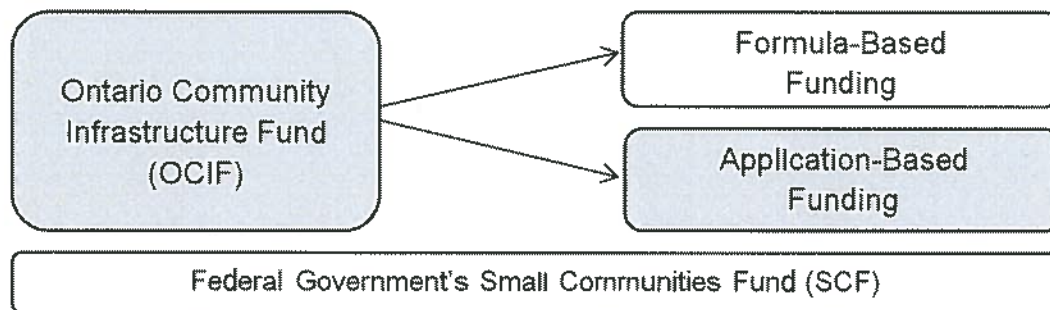
\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

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

## Ontario Community Infrastructure Fund (OCIF) Application Based Component - Intake 2 Expression of Interest (EOI)

The Province recognizes the importance of helping communities address infrastructure needs, which is why we are making the largest infrastructure investment in Ontario's history of more than \$130 billion over ten years. Ontario's investments in infrastructure will help connect regions, develop new economic opportunities and improve quality of life for Ontarians by supporting critical infrastructure projects in cities, towns, and rural and remote communities all across the province. As part of this investment about \$31.5 billion will be provided through Moving Ontario Forward and the province is supporting this commitment by launching:

- The next intake for the Ontario Community Infrastructure Fund (OCIF), which will provide \$100 million per year to continue to support the revitalization and repair of roads, bridges and other critical infrastructure in small, rural and northern communities. OCIF includes \$50 million per year in application-based funding and another \$50 million per year in stable, predictable formula-based funding.
- Note: A second intake for the Small Communities Fund (SCF) will be forthcoming. The SCF is a component of the federal government's 10-year, \$14 billion New Building Canada Fund. Through the SCF, the provincial and federal governments partner to fund priority infrastructure projects in communities.



Launching the next intake for OCIF will help address local priorities, support job creation and economic growth, thus sustaining a high quality of life in small communities across Ontario for years to come.

The following Expression of Interest (EOI) will be used for the intake to identify projects for the application component of the Ontario Community Infrastructure Fund (OCIF).

For more assistance while completing this application, please refer to the related section of the joint OCIF-SCF Program Manual.

If submitting an EOI by email, please save the completed form and send it as an attachment to [OCIF@ontario.ca](mailto:OCIF@ontario.ca). Please also attach any relevant documents.

If submitting a hardcopy of the completed form, all supporting documentation must be sent to the following address:

Ontario Community Infrastructure Fund  
 c/o Rural Programs Branch  
 Ministry of Agriculture, Food and Rural Affairs  
 1 Stone Road West, 4<sup>th</sup> Floor  
 Guelph ON N1G 4Y2

**The deadline for OCIF EOI submission is Friday, September 11, 2015 at 5:00pm EST.**

**You will receive an e-mail from the Ontario Ministry of Agriculture, Food and Rural Affairs confirming receipt of your submission, which will include your OCIF File Number. If you do not receive this notification within 10 business days, please contact [OCIF@ontario.ca](mailto:OCIF@ontario.ca) or 1 877 424-1300**

Please fill in all fields on this form that apply to your proposed project.

(Failure to complete this form may result in the inability to assess the EOI.)

If this is a joint project, with two or more applicants, please include the names of all applicants that are involved in this project.

### Section 1 - Applicant Contact Information

Name of Municipality/LSB(Local Services Board )  
**Corporation of the City of Temiskaming Shores**

MMAH Code Number (if applicable)

#### Mailing Address

Unit No./Suite/Apt.	Street No. <b>325</b>	Street Name <b>Farr Drive</b>		
Rural Route	PO Box <b>2050</b>	Postal Station <b>Haileybury</b>	County/District <b>Temiskaming</b>	
City/Town <b>Haileybury</b>	Province <b>ON</b>		Postal Code <b>P0J 1K0</b>	

#### Authorized Contact (must be from municipality)

Last Name <b>Oslund</b>	First Name <b>Christopher</b>	Middle Initial <b>W</b>
Position <b>City Manager</b>	Telephone Number <b>705 672-3363</b>	Email Address <b>coslund@temiskamingshores.ca</b>

### Section 2 - Project Information

Project Name (maximum characters 150)  
**North Cobalt Water Supply Stabilization Project**

Project Type (please select the main project type that will address the primary problem)

**Water**

If this is a combined project, identify which of the other categories apply (all that apply) (Road, Bridge, Water, Wastewater)?

**Road**

For Bridge Projects - Has a Municipal Structure Inspection Form been completed within the last two years? If no, will one be completed by the application deadline?

**Note:** Projects with bridge elements **must** have a completed Municipal Structure Inspection Form for the proposed project to be eligible for funding at the application stage.

Projects must be completed by December 31, 2017. Please indicate below with a check mark, based on the provincial fiscal year of April to March, the start and end date of the submitted project.

Project Start Date  2015-2016  2016-2017  2017-2018

Construction Start Date  2015-2016  2016-2017  2017-2018

Project Completion Date  2015-2016  2016-2017  2017-2018

Is a Provincial Environmental Assessment (EA) required for your proposed project?

**Yes**

If yes, please indicate if the EA has been completed. If it has not been completed, when is it expected to be completed?  
(maximum characters 1000)

**A Schedule "B" Municipal Class Environmental Assessment will be required for this project. Although not complete at the time of this submission, the Consultant retained by the municipality has initiated the process and, barring any unforeseen circumstances, should complete the process by June 1st 2016.**

**Section 3 - Project Financial Information (net of applicable HST rebate)**

Total Project Cost <b>\$1,871,375.00</b>	Amount of Municipal/LSB Contribution <b>\$271,375.00</b>
Amount of Provincial Funding Requested <b>\$1,600,000.00</b>	Provincial Funding as % of Total Project Costs (no greater than 90%) <b>85.50 %</b>

List the sources of financing for the project other than the provincial funding requested

	Funding source	Amount
1	City of Temiskaming Shores (2016 Capital Budget- Engineering Design Costs)	\$35,000.00
2	City of Temiskaming Shores (2016 OCIF Formula Based)	\$74,830.00
3	City of Temiskaming Shores (Environmental Reserve Fund)	\$161,545.00
	<b>Total</b>	<b>\$271,375.00</b>

**Section 4 - Project Details (net of applicable HST rebate)**

Please provide an estimated cost of the work plan as outlined below

Activities	Estimated Cost
Engineering/Design	\$45,000.00
EA/Permits	\$8,000.00
Project Management	\$125,000.00
Construction	\$1,750,000.00
Miscellaneous	\$150,000.00
Total Eligible Costs	\$2,078,000.00
Less Rebatable Taxes	\$206,625.00
Total Net Eligible Cost	\$1,871,375.00
Total Requested Provincial Funding (must match Section 3)	\$1,600,000.00

**Section 5 - Project Location**

Unit No./Suite/Apt.	Street No. <b>400</b>	Street Name <b>Niven Street South</b>		
Rural Route	PO Box	Postal Station <b>Haileybury</b>	County/District <b>Temiskaming</b>	
City/Town <b>Haileybury</b>	Province <b>ON</b>		Postal Code <b>P0J 1K0</b>	
Latitude* <b>47.448186</b>		Longitude* <b>-79.643544</b>		

\*Latitude and Longitude coordinates can be pulled from Google Maps by right-clicking and selecting "What's here".

---

**Section 6 - Health and Safety Issue Description**

---

The issue description must clearly describe the current or future public health and/or safety problem arising from the current situation and the impact of the problem on the Applicant (e.g., number of people affected). (maximum characters 2000)

Currently, the water supply for the distribution system in North Cobalt is a single main feed (asbestos cement pipe installed in 1971) connected to the Haileybury distribution system. In the event of a main feed line rupture, or disruption of service due to failure or fire in the Haileybury system, the operating pressure and fire flows diminish to, or very close to, zero (0) psi in the North Cobalt system. When this occurs there are health (boil water advisory) and safety (no fire protection) related issues that effect the nearly XXX residences and XXX residents living in this area of the municipality.

---

**Section 7 - Project Description and Rationale**

---

The project description must outline the scope of the project. Please describe how the core infrastructure project would reduce or eliminate the current or future public health and/or safety problem identified in Section 6. (maximum characters 2000)

The North Cobalt Water Supply Stabilization Project would see a secondary feeder main / connection ( as recommended in the 1995 KMK Consulting "Water Supply Report") from the water supply / reservoir on Niven Street South in Haileybury to the North Cobalt Water Distribution System. The installation of the 250mm PVC feeder main will ensure a continuous supply for clean potable water and adequate fire protection to the residents in North Cobalt.

---

**Section 7A**

---

Is the proposed project a joint project (wherein all parties are applicants and are contributing financially to the project)?

No

If yes, please identify partners and describe why a joint project is proposed. (maximum characters 2000)

Not Applicable

---

**Section 7B**

---

Are other eligible applicants supportive of this project, if so describe the type of support. (maximum characters 2000)

Not Applicable

---

---

**Section 7C**

---

What alternative options were considered for this project? (maximum characters 2000)

The construction of an elevated storage reservoir in North Cobalt has been considered, however, the initial construction costs and estimated ongoing maintenance costs are deemed to be prohibitive. An elevated reservoir would not totally address a lengthy disruption in water supply due to the single feeder main currently in place.

---

**Section 7D**

---

Is this project aligned with the required provincial priorities and outcomes, as set out in provincial land use policy, provincial land use plans, and municipal official plans?

Yes

---

**Section 9 - Asset Management Planning (Municipalities & LSBs Only)**

---

Is the proposed project a priority within your municipality's or LSB's comprehensive asset management plan?

Yes, the proposed project is a part of the comprehensive asset management plan

**Note:** Municipalities and LSBs that pass the pre-screen and are invited to submit a detailed application will be required to include their asset management plan, unless the applicant has previously submitted an asset management plan through the August 2014 Intake 1 for SCF or OCIF, and no changes have been made to the plan.

---

**Section 9 - Declaration**

---

I certify that

- the information in the OCIF Expression of Interest is factually accurate;
- the municipality or LSB has a comprehensive asset management plan that includes all of the information and analysis described in [Building Together: Guide for Municipal Asset Management Plans](#) in place;
- the comprehensive asset management plan will be publicly available, including online, if the municipality/LSB has a website, by December 31, 2015; and
- the project put forward in this application will be completed by December 31, 2017.

I have the authority to bind the municipality/LSB.

Last Name

Oslund

First Name

Christopher

Title/Position

City Manager

Date (yyyy/mm/dd)

---

**Section 10 - Documents Submitted With This Expression of Interest**

---

Please list all files or documents submitted along with this OCIF Expression of Interest.

If submitting this form by email, write a short description of the contents to the left in the table below and indicate the file name to the right. Attach all documents to the same email as this form.

If submitting this form by mail, simply write a description of each document, including titles, that is submitted along with this Expression of Interest, in the left-hand column.

Note: Do not print and scan this form unless you are unable to send by email.

---

**Documents attached**

---

Description	File name

Website address

---

**Submission**

---

Expressions of Interest must be received by 5:00pm EST September 11, 2015. Expressions of Interest not received by this deadline cannot be considered at this time.

Questions? Call 1 877 424-1300 or send an email to [OCIF@ontario.ca](mailto:OCIF@ontario.ca).

**Mailing address**

Ontario Community Infrastructure Fund -Application Based Component  
c/o Rural Programs Branch  
Ministry of Agriculture, Food and Rural Affairs  
1 Stone Rd West, 4<sup>th</sup> Floor  
Guelph ON N1G 4Y2

**THE TOWN OF HAILEYBURY  
PUBLIC WORKS DEPARTMENT  
REPORT ON WATER SUPPLY, STORAGE AND DISTRIBUTION SYSTEM**

March 1995

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## **DRAWINGS**

**Plan 1** Existing Water Distribution System Available  
Fire Flows for Existing Water Distribution  
System

**Plan 2** Proposed Water Distribution System Network  
Available Fire Flows for Proposed Water  
Distribution System Network

### Figures

1. Site Plan
2. Existing Pressure Zones
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- |         |  |
|---------|--|
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## **APPENDICES** (Under Separate Cover)

**Appendix A** Computer Output: Existing Water Distribution System

**Appendix B** Computer Output: Proposed Water Distribution System

**Appendix C** Computer Output: Alternative Locations for Elevated Water Tank

The results of the analysis for the existing available fire flow at North Cobalt and Haileybury are given in Appendix A.4 and Plan No. 1. The results show that under simultaneous maximum day and fire flow demands, available fire flow at the downtown core drops to 31.5 L/sec (500 USgpm). System pressure in the surrounding areas of the downtown core vary from 20 psi to 65 psi. This indicates the size of the existing main on Amwell at Rorke Street restricts the amount of flow available for fire protection at that location.

The same flow conditions were assigned to Zone 2, however, the system was unable to supply 183.9 L/sec. (2600 USgpm) for the Mining School end areas of Georgina Avenue and View Street. For the residential area at Ferland Street and Reamsbottom Street, the system was unable to supply the required fire flow of 38 L/sec (600 USgpm). The available fire flow at Ferland Street drops to 14.2 L/sec (230 USgpm). It was initially suspected that fire protection would be limited on Ferland Street and Reesmbottom Street area due to the presence of the 100mm (4") diameter main on Latchford Street.

\* To determine the level of fire protection available in North Cobalt the junctions of available fire flows was plotted (For details see Plan 1). The minimum requirement for residential protection of 38 L/s (600 USgpm) was not available. The available fire flow drops to 25.2 L/sec (400 USgpm) which indicates a severe lack of fire protection for institutional/commercial areas that exists in North Cobalt.

\* It is evident by the analysis undertaken on the existing distribution system that pressures will drop below the acceptable limits of 20 psi (138 kPa) under simultaneous maximum day and fire flow demands. Consequently, it was determined that improvements to the existing distribution system as well as providing new trunk mains to service the proposed developments would be required.

The Town of Haileybury also reported that they have 108 bleeders in the Town and they contact the individuals to have the bleeders turned on each winter. It is suggested that a separate report be undertaken, including a survey to quantify reasons for wasting this water with recommendations for a correction programme that would include the possibility of:

- i) replacement and/or lowering of the service connections, parts of mains etc.
- ii) implementation of Aqua Flow systems, or
- iii) installation of heat tracing and/or insulation.

While this will assist in lowering consumption rates we note that the max. Day factors controlling the system are currently experienced during the summer. Reference should be made to figure 3.

The following proposed improvements and expansion of the existing distribution system were evaluated in conjunction with the new tower and existing reservoirs in order to provide an adequate level of fire protection and allow for future growth development of the residential areas west of Maple Street and possible development at Farr Drive.

**A. INSTALLATION OF 300mm (12") WATERMAIN**

- (i) Main Street from existing reservoir to Rorke Avenue
- (ii) Main Street from Rorke Avenue to Georgina Avenue (completed 1993).

\* **B. INSTALLATION OF 250mm (10") WATERMAIN**

- 1) (i) Niven Street from View Street to Hwy 11B at Station Street
- 2) (ii) Cartar Boulevard from Hwy 11B to 165m south.
- (iii) Latchford Street from Probyn Street to Florence Street.

**C. INSTALLATION OF 200mm (8") WATERMAIN**

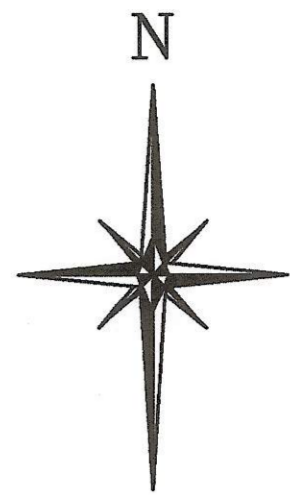
- (i) Georgina Ave from Marcella Street to Probyn Street
- (ii) Rorke Avenue from Main Street to Probyn Street
- (iii) Brewster Street from Probyn to Lakeshora Road
- (iv) Latchford Street from Foster Street to Temiskaming Street.
- (v) Georgina Avenue from View Street to Cecil Street.
- (vi) Elliot Street from Georgina Avenue to Meridian Avenue.  
(Completed 1994)
- (vii) Meridian Avenue from Elliot Street to Albert Street
- (viii) Albert Street from Meridian Avenue to Bruce Street
- (ix) Florence Street from Rorke Avenue to Latchford Street

## 5.0 CONCLUSIONS

The Town of Haileybury and Community of North Cobalt have maintained steady growth. In accordance with Haileybury's Official Plan, the 20 year design population for the Town is projected to reach 6600 people. The Official Plan for the area will enable future residential growth to occur in Haileybury and North Cobalt.

1. The existing system of water supply storage and distribution is inadequate to meet the fire flow requirements as recommended by Ministry of Environment and Energy. Areas identified with inadequate fire protection include the Downtown Core, the Mining School, Ferland Street, the old Hospital at Georgina Avenue, the residential areas in North Cobalt and North Haileybury.
2. Sufficient supply capacity is not available to meet the projected maximum day demand for the population of ~~6600~~ persons using present consumption rates. *Water Plant Upgrades Completed.*
3. Construction of a new 2540 m<sup>3</sup> elevated storage facility will provide sufficient capacity to satisfy the minimum 20 year design requirements for system storage based on MOEE Guidelines. *New Res @ Niven St Constructed in 2009/2010.*
4. The trunk distribution mains and other mains required to serve future development within North Cobalt should be sized based on a projected 20 year design period.
5. A ~~second supply feeder main~~ should be constructed to ~~supply North Cobalt~~. The trunk distribution feeder mains on Niven Street to North Cobalt should be constructed before construction of the water tower.
6. Upgrading and replacing system near the limits of the downtown core is required to strengthen the system and to ensure that minimum pressure residuals can be maintained under simultaneous maximum day demand and fire flows. *Numerous Upgrades Completed.*

7. A ~~water conservation programme~~ under the Town's current Bylaw should continue to be enforced to reduce the max. day consumption to a more acceptable level. Expansion of the water plant may be able to be deferred if consumption is lowered. *IN PROGRESS.*
8. Replace the existing ~~standby diesel pump~~ and fuel tank from the existing reservoir building with electrical driven pump and generator. *COMPLETED*
9. Adjust the pressure setting for the existing three pressure reducing valves from Zone 3 to Zone 2, after construction of a new elevated storage facility. *COMPLETED.*
10. Remove existing private pressure reducing valves from the water services at the reconnected pressure zone areas. This is required to ensure that minimum pressure residuals can be maintained. *COMPLETED*
11. A water correction programme for water bleeders, including survey to quantify reasons for bleeding is recommended. *IN PROGRESS*



LAKE  
TEMISKAMING

HAILEYBURY

NORTH COBALT

HIGH PRESSURE ZONE 3

INTERMEDIATE PRESSURE ZONE 2

GRAVITY PRESSURE ZONE 1

TOP OF HIGH PRESSURE ZONE 3  
BOUNDARIES ELEV. 264.0m

**LEGEND:**

- PROPOSED PRESSURE ZONES BOUNDARIES
- TYPE PIPE
- PIPE SIZE  
PIPE NUMBER
- AVAILABLE FIRE FLOW 1068 US GPM  
AT JUNCTION NODE (PROP. TOWER L.W.L. @ 282.3m &  
EX. RESERVOIR L.W.L. @ 241.2m)
- JUNCTION  
JUNCTION NUMBER
- PRESSURE REDUCING VALVE
- FUTURE CONTROL VALVE
- TYPE OF PIPE
- 150A ASBESTOS CEMENT
- 150L CAST IRON WITH LEAD JOINTS
- 150M CAST IRON WITH MECHANICAL JOINTS
- 150P PVC PLASTIC RWMA C-900 CL150
- 150T DUCTILE IRON WITH TYTON JOINTS
- PRESSURE ZONE '3'
- PRESSURE ZONE '2'
- PRESSURE ZONE '1'
- PROPOSED PIPES AT ZONE '3'
- PROPOSED PIPES AT ZONE '2'
- PROPOSED PIPES AT ZONE '1'
- FUTURE WATERMAIN
- FEEDERMAIN
- EXISTING ROAD
- FUTURE ROAD R.O.W.
- COMMERCIAL AREAS
- SERVICE COMMERCIAL AREAS
- INDUSTRIAL AREAS
- TOWN CENTRE
- PARK AREAS / CEMETARY

THE CORPORATION OF  
TOWN OF HAILEYBURY  
PUBLIC WORKS DEPARTMENT

REPORT ON:  
WATER SUPPLY, STORAGE  
AND DISTRIBUTION SYSTEM

**PROPOSED WATER DISTRIBUTION  
SYSTEM NETWORK  
PLAN 2**



Consultants Limited  
Consulting Engineers, Planners, Landscape Architects  
Brampton Kitchener Cobalt

SCALE - 1:4000  
MARCH 1995  
1737.01-B-3

# Memo

**To:** Mayor and Council  
**From:** Tammie Caldwell, Director of Recreation  
**Date:** September 1<sup>st</sup>, 2015  
**Subject:** Contract Change Order – Ure-Tech Surfaces Incorporated  
**Attachments:** Amended Purchase Order

---

Mayor and Council:

On August 4, 2015 Council passed By-law No. 2015-162 being a by-law to enter into an agreement with Ure-Tech Surfaces Incorporated for the supply and installation of rubberized accessible playground surfacing at Algonquin Beach Park, Mini-Putt, Camsell Park and Harbourfront Park for a total upset limit of \$209,129.91 plus applicable taxes.

Upon arriving on site it was determined that the square footage at each of the playgrounds would have to be revised to ensure sufficient area around the units to meet the safety code:

Current Material	Cost	Revised	Cost	Increase
10,283 sq. ft.	\$195,620.61	17,265 sq. ft.	\$211,841.55	\$16,220.94
Current Freight	\$7,664.00		\$8,052.00	\$388.01
Current Travel	\$3,125.31		\$3,400.00	\$274.69
<b>Total Contract Change Order Increase:</b>				<b>\$16,883.64</b>

**Plus applicable taxes.**

With the change order the contract will continue to be under the budgeted amount. Attached is the Contract Change Order.

Staff is recommending:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Memorandum 004-2015-RS and;
2. That Council approves the Contract Change Order No. 001 with Ure-Tech Surfacing Incorporated in regards to increased costs as part of the Waterfront Playground Surfacing in the amount of \$16,883.63 plus applicable taxes.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Tammie Caldwell  
Director of Leisure Services

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



## Contract Change Order

<b>Project Title:</b> Playground Resurfacing	<b>Change Order No.:</b>	001
<b>Contractor/Consultant:</b> Ure-Tech Surfaces Inc.	<b>Contract Value:</b>	\$ 209,129.91
<b>Project No.:</b> RS-RFQ-001-2014	<b>CO Value:</b>	\$ 16,883.63
<b>Date:</b> September 1, 2015	<b>Current Contract Value:</b>	\$225,350.85

### Project Description

Rubberized Accessible surfacing at the Algonquin Beach Park, Mini-Putt Park, Camsell Park and Harbourfront Park.

### Description of Contract Change Order

The additional materials, freight and travel required to meet safety code for the surface required surrounding the playground units.

### Attachments

None

Respectfully received by:

Reviewed and recommended for approval by:

“original signed by”

“original signed by”

\_\_\_\_\_  
 Tammie Caldwell  
 Director of Recreation Services

\_\_\_\_\_  
 Christopher Oslund  
 City Manager

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

**By-law No. 2015-177**

**Being a by-law to enact a Zoning by-law Amendment to  
rezone property from General Industrial (M1) to Shopping  
Centre Commercial Exception 1 (C2-E1) in the Township of  
Dymond Zoning By-law 984, Part of 177150 Shepherdson Rd  
(Plan 54R-5480 Part 1) Part of Roll No. 54-18-020-001-026**

**Whereas** pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 C.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

**And whereas** By-law No. 984 regulates the use of land and the use and erection of buildings and structures within the Township of Dymond, now the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. CGP-038-2015 at the August 4, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to amend the Township of Dymond Zoning By-law No. 984 to change the zoning on the property from General Industrial (M1) to Shopping Centre Commercial Exception 1 (C2-E1);

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

**1. Schedule Changes**

- a) Schedule "A" of By-law No. 984, as amended, is hereby further amended by rezoning Part of Lot 6, Concession 1, depicted as Part 1 on Plan 54R-5480, known locally as Part of 177150 Shepherdson Road, as shown on Schedule "1" to this By-law, from the General Industrial (M1) Zone to the Shopping Centre Commercial Exception 1 (C2-E1) Zone.

**2. Text Changes**

- a) Section 9 is hereby amended by adding the following new subsection:

Uses permitted in the C2-E1 Zone:

No person shall within any C2-E1 zone use any lot or erect, alter or use any building or structure for any purpose except one or more of the uses permitted in Section 9(1)(a) and (b) of Zoning By-law 984 with the addition of "a motel" under Section 9(1)(b)

3. That all other provisions of By-law No. 984 shall continue to apply.

4. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.

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

**Read a first, second and third time and finally passed** this 1<sup>st</sup> day of September, 2015.

---

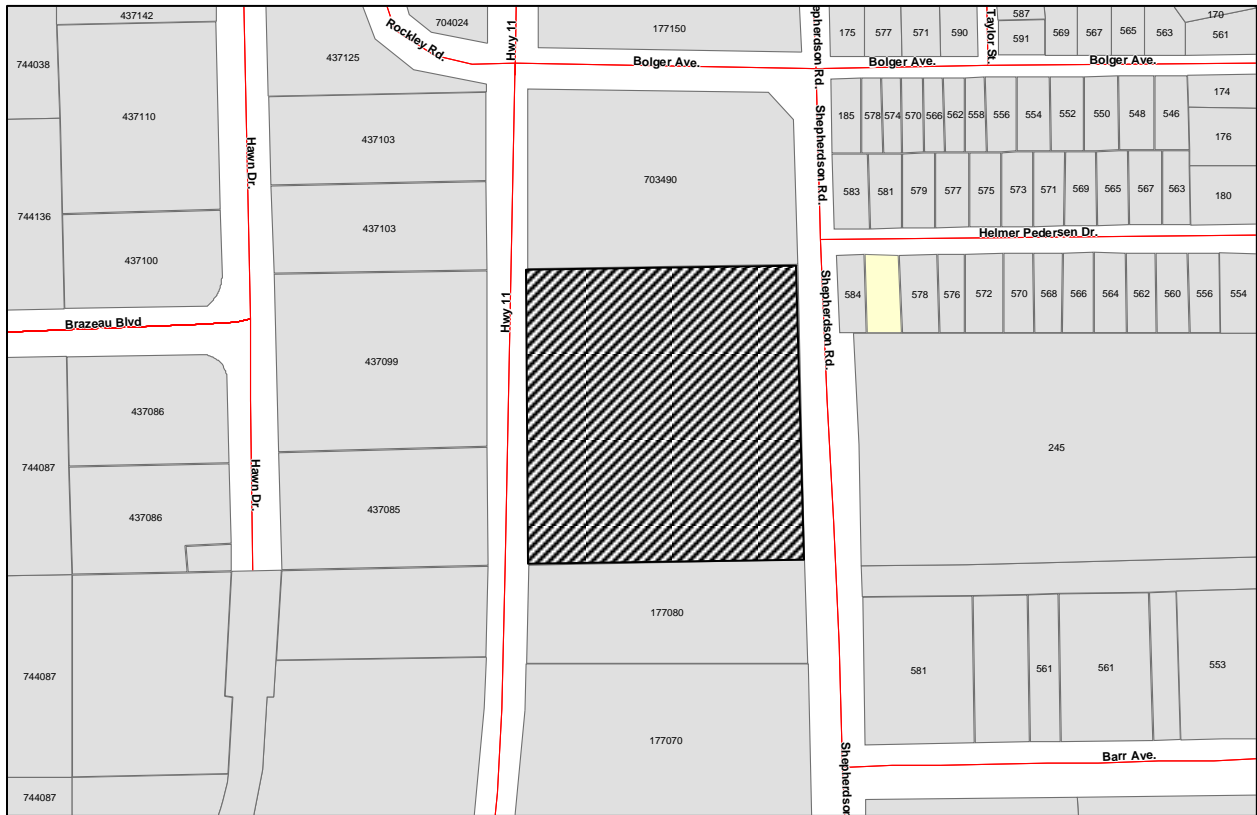
Mayor – Carman Kidd

---

Clerk – David B. Treen

Schedule "1"

City of Temiskaming Shores



Rezoned from General Industrial (M1) to Shopping Centre  
Commercial Exception 1 (C2-E1)

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

**By-law No. 2015-178**

**Being a by-law to establish a system for the  
Reduction of False Alarms**

**Whereas** pursuant to the Police Services Act, R.S.O. 1990, c. P. 15, police services are provided within the City of Temiskaming Shores by the Ontario Provincial Police, subject to payment by the City of Temiskaming Shores for the said service;

**And whereas** fire-fighting services are provided within the City of Temiskaming Shores at its own expense by the Temiskaming Shores Fire Department;

**And whereas** the City of Temiskaming Shores has determined that users of Security Alarm Systems and Fire Alarm Systems have been permitting a significant number of False Alarms to occur annually;

**And whereas** these False Alarms result in unnecessary emergency response, which consume valuable police, fire fighting and municipal resources;

**And whereas** False Alarms may cause a delay of emergency responses to genuine emergency situations and pose a threat to public safety;

**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;

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

## **Definitions**

1. In this By-law:

- a. **Alarm Incident** shall mean any activation of an alarm system by any cause.
- b. **Alarm System** shall mean any mechanical or electrical device or system of such devices installed in respect of subject premises, which device or system, when activated, emits within the subject premises or transmits to a monitoring company or any other person, a sound, signal or message in order to warn of:
  - i. any unauthorized entry into or upon or damage to or criminal activity at the subject premises ("security alarm system") or,
  - ii. fire or smoke at the subject premises ("fire alarm system") but does not include any such device or system installed in or on any premises occupied by the City or to a fire alarm system that is intended to alert only the occupants of a single family dwelling unit including a standard battery operated or hardwired smoke alarm.
- c. **By-law Enforcement Officer** shall mean the By-Law Enforcement Officer for the City as appointed by Council from time to time.
- d. **Council** shall mean the Council for the City of Temiskaming Shores.
- e. **False Alarm** shall mean the activation of an alarm system including a security alarm or fire alarm system as a result of which services, including Police or Fire services, are provided on behalf of the City and the providers of the service do not find any unauthorized entry or commission of an unlawful act or evidence of fire, fire damage, smoke in relation to the building, structure, residence or facility, or where there has been no emergency situation. False alarm incidents include but are not limited to:
  - i. the testing of an alarm system which results in any involvement of a *Response Authority*;
  - ii. an alarm actually or apparently activated by mechanical failure, malfunction or faulty equipment;
  - iii. an alarm activated by user error;
  - iv. an alarm reporting an attempted or completed criminal offence, fire or an emergency situation occurring on or in relation to the address in which the alarm system is installed where no evidence exists or where no such event took place.

- f. **Monitoring Company** shall mean any person engaged in the business of monitoring alarm systems installed in respect of subject premises.
- g. **O.P.P.** shall mean Ontario Provincial Police.
- h. **Person** shall mean an individual, sole proprietorship, partnership unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate and a natural person in his or her capacity as a trustee, executor, administrator or other legal representative.
- i. **Response Authority** shall mean the O.P.P. or the Temiskaming Shores Fire Department depending on whether an alarm incident relates to security or fire respectively.
- j. **Response** shall mean any involvement by a *Response Authority*, pursuant to the direct or indirect reporting by any means of an alarm incident by a monitoring company or by any other person to the City or response authority, including notification that an *alarm incident* has been cancelled.
- k. **Responsible Party** shall mean any or all of the owner or owners of and the person or persons occupying the subject premises.
- l. **Subject Premises** shall mean any property in respect of which an alarm system is installed.
- m. **City** shall mean the Corporation of the City of Temiskaming Shores.
- n. **Valid Alarm** shall mean an alarm incident caused by actual or attempted unauthorized entry into or upon or damage to or criminal activity at the subject premises or by fire or smoke at the subject premises.

### **False Alarm Reduction**

- 2. A responsible party shall ensure at all times that its alarm system is kept in good working order and condition and that any users of the subject premises are kept fully apprised of the operation of the alarm system.
- 3. If a response is made to a false alarm, the City may take the following action after any involvement or response to a false alarm, a fee or charge for the services provided by the City and/or response authority shall be imposed upon the responsible party in the amount of two hundred dollars (\$200.00) for each response.
- 4. Any collection costs for fees or charges imposed pursuant to this by-law, which remain due and unpaid, may be added to the outstanding amount payable by the responsible party.

5. Any fees or charges imposed pursuant to this by-law and remaining unpaid within thirty (30) days of the levy may be added to the tax roll for any real property and may be collected in like manner as municipal taxes.

**General**

7. If any provision of this by-law, or the application thereof, is held to be invalid or unenforceable the remainder of this by-law shall not be affected by such invalidity or unenforceability and each provision of this by-law shall be separately valid and enforceable to the fullest extent permitted by law.
8. This by-law shall not be construed at any time so as to hold the City or its Officers liable for failing to ensure that persons comply with the provisions contained in the said by-law.

**Repeal of Former By-law**

9. This by-law shall repeal By-law No. 2007-169 and any amendments thereto.
10. This by-law shall come into force and take effect on October 1, 2015.

**Short Title**

11. This by-law may be cited as the "False Alarm Reduction By-Law".

**Read a first, second and third time and finally passed** this 1<sup>st</sup> day of September, 2015.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



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

**By-law No. 2015-179**

**Being a by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M” at their Source located in Firstbrook Township and accessible via Dump Road**

**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-044-2015 at the September 1<sup>st</sup>, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M” for consideration at the September 1<sup>st</sup>, 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 Mayor and Clerk to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the crushing and stockpiling of 6,000 tonne of Granular “M” in the amount of \$40,500.00 plus applicable taxes, a copy of which is attached hereto as Schedule “A” and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 1<sup>st</sup> day of September, 2015.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-179**

Agreement between

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

and

**Alvin Caldwell Sand & Gravel Ltd.**

for the crushing and stockpiling of Granular "M"

**This agreement** made in duplicate this 1<sup>st</sup> day of September, 2015.

Between:

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

and:

**Alvin Caldwell Sand & Gravel Ltd.**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Crushing and Stockpiling of Granular "M"  
Tender No. PWO-RFT-012-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and  
c) Complete, as certified by the Director, all the work by **November 30<sup>th</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Forty Thousand – Five Hundred Dollars and Zero Cents (\$40,500.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.  
b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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:

**Alvin Caldwell Sand & Gravel Ltd.**  
P.O. Box 502  
New Liskeard, Ontario  
P0J 1P0

The Owner:

**City of Temiskaming Shores**  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

The Director:

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

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )  
(if applicable) )

Municipal Seal )

**Alvin Caldwell Sand and Gravel Ltd.**

\_\_\_\_\_  
General Manager – Harry Copper

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2015-179**

Form of Agreement



437110 Hawn Dr. • P.O. Box 502  
New Liskeard, ON • POJ 1P0  
[ t ] 705.647.5369 [ f ] 705.647.5372  
[www.caldwellconstruction.ca](http://www.caldwellconstruction.ca)

August 18, 2015

City of Temiskaming Shores

Attn: Doug Walsh

**Re: Tender PWO-RFT-012-2015**

Further to the above noted contract Alvin Caldwell Sand and Gravel Limited agrees to Crush 6,000 tonnes of Granular M at the unit rate of \$6.75 per tonne.

Thank you

Harry Cooper

### Form of Tender

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

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Tender, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

*NOTE: All portions of "Form of Tender" must be accurately and completely filled out.*

ITEM #	MATERIAL	QUANTITY	UNIT PRICE	TOTAL
1	GRANULAR "M" 5/8 as per OPSS 1010, crush and stockpile at Contractors location within 1 km of Temiskaming Shores.	10,000 tonnes	\$ 6.75	\$ 67,500 <sup>00</sup>
SUB-TOTAL:				\$ 67,500 <sup>00</sup>
HST:				\$ 8,775.00
TOTAL				\$ 76,275 <sup>00</sup>

Page 1 of 6 to be submitted

I/We Alvin Caldwell Sand & Gravel Ltd. offer to supply the requirements stated within.

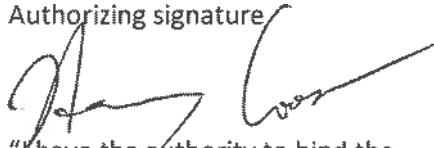
the corresponding total cost of \$ 67,300.00 Tax included.

I/We guarantee the availability of the required materials stockpiled at the Contractors location considered to be Caldwell Main Pit pit, located within 1 km of the outside boundaries of Temiskaming Shores.

I/We hold the prices valid for 30 (thirty) days from submission date.

I/We will deliver the required materials within four (4) weeks of receiving a signed order/ agreement.

The specifications have been read over and agreed to this 23 day of July 2015

Company Name Alvin Caldwell Sand & Gravel Ltd.	Contact name (please print) Harry Cooper
Mailing Address 437110 Hawn Dr. P.O. Box 502 New Liskeard, ON P0J 1P0	Title General Manager
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone (705) 647-5369	Fax (705) 647-5372
Cell Phone if possible /	Email harry@caldwellconstruction.ca



**City of Temiskaming Shores**  
**PWO-RFT-012-2015**  
**Supply and Stockpile Granular M**

**Non Collusion Affidavit**

I/We Alvin Caldwell Sand & Gravel Ltd the undersigned, am fully informed respecting the preparation and contents of the attached Tender 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, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at New Liskeard this 23 day of July, 2015

Signed   
Company Name Alvin Caldwell Sand & Gravel Ltd  
Title General Manager

**Page 3 of 6 to be submitted**

**City of Temiskaming Shores  
PWO-RFT-012-2015  
Supply and Stockpile Granular M**

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at New Liskeard this 23 day of July, 2015.

Firm Name Alvin Caldwell Sand & Gravel Ltd.

Bidder's Authorization Official Harry Cooper

Title General Manager

Signature 

**City of Temiskaming Shores  
PWO-RFT-012-2015  
Supply and Stockpile Granular M**

**SCHEDULE "A" - 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.

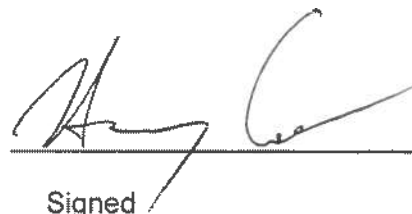
Name	Address	WSIB Certificate Number (copy attached)
N/A.		

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

Harry Cooper

Printed

  
Signed

**Page 5 of 6 to be submitted**

**Schedule B**

**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 Alvin Caldwell Sand & Gravel Ltd. Company Name

Phone Number (705)647-5369

Address 437110 Hawn Dr. P.O. Box 502  
New Liskeard, ON POJ 1P0

I, Harry Cooper, 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*.

I, \_\_\_\_\_, declare that I, or my company, are not 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](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: July 23rd, 2015

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

**By-law No. 2015-180**

**Being a by-law to enter into an agreement with Miller Paving Limited for the Reconstruction of Rockley Road from Highway 11 northerly for approximately 350 metres 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-046-2015 at the September 1<sup>st</sup>, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the Reconstruction of Rockley Road from Highway 11, northerly for approximately 350 metres for consideration at the September 1<sup>st</sup>, 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 Mayor and Clerk to enter into an agreement with Miller Paving Limited for the Reconstruction of Rockley Road from Highway 11, westward for approximately 350 metres in the amount of \$734,085.30 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 1<sup>st</sup> day of September, 2015.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2015-180**

Agreement between

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

and

**Miller Paving Limited**

for the Reconstruction of Rockley Road, from Highway 11  
northerly for approximately 350 metres

**This agreement** made in duplicate this 1<sup>st</sup> day of September 2015.

Between:

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

and:

**Miller Paving Limited**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Rockley Road Reconstruction from Highway 11 northerly for approx. 350  
metres and outlined in Administrative Report No. PW-046-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01, a copy of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **December 31<sup>st</sup>, 2015.**

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Seven Hundred and Thirty-Four Thousand – Eighty-Five Dollars and Thirty Cents (\$734,085.30) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the







Appendix 01 to  
Schedule "A" to

**By-law No. 2015-180**

Form of Agreement

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

**By-law No. 2015-181**

**Being a by-law to authorize the execution of a Development Agreement between the City of Temiskaming Shores and Eveline Roseanne Gauvreau and Eveline R. Gauvreau Ltd. St. Joseph Subdivision (North Cobalt)**

**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** under Section 51(26) of the Planning Act R.S.O. 1990, c. P.13, as amended, a municipality may enter into agreements imposed as a condition to the approval of a plan of subdivision and the agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and, subject to the Registry Act and the Land Titles Act, any and all subsequent owners of land;

**And whereas** Council considered Administrative Report CGP-040-2015 at the September 1, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into a Development Agreement with Eveline Roseanne Gauvreau and Eveline R. Gauvreau Ltd. for the development of a residential subdivision in North Cobalt on lands bordered by Lakeview Avenue on the north, Groom Drive on the south, Maple Street South on the west and unopened Pine Street on the east for consideration at the September 1, 2015 Regular Council meeting;

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

1. That Council authorizes the entering into a Development Agreement between The Corporation of the City of Temiskaming Shores and Eveline Roseanne Gauvreau / Eveline R. Gauvreau Ltd. for the development of the St. Joseph Subdivision (North Cobalt), in the form annexed hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk be hereby authorized and directed to execute the Development Agreement annexed hereto as Schedule "A" to this by-law and any

and all other documentation necessary to complete the Development Agreement and the registration of the same at the Land Registry Office.

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

**Read a first, second and third time and finally passed this 1<sup>st</sup> day of September, 2015.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

**This Agreement** made this 1<sup>st</sup> day of September, 2015

Between:

**Eveline Roseanne Gauvreau and Eveline R. Gauvreau Ltd.**

And:

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

## **WHEREAS**

- a. Developer is the registered owner in fee simple in possession of the lands described in Schedule “A” and
- b. As of the date of execution and Registration of this Agreement there will be no outstanding claims, liens or encumbrances registered against the lands described in Schedule “A” annexed hereto.
- c. Developer intends to develop the Lands included in this Agreement and to construct single detached dwellings on double lots;
- d. This Agreement is made to satisfy the foregoing.

In consideration of the mutual covenants and agreements to be observed and performed by each of the Parties hereto, and in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the Developer to the City, the receipt of which is acknowledged by the City, the Parties hereto mutually covenant and agree as follows:

## **PART 1. DEFINITIONS**

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

- 1.1. Assumption By-Law for Municipal Services means a by-law passed by the Council of The Corporation of the City of Temiskaming Shores forthwith after the Director of Public Works has issued a Certificate of Final Acceptance for Municipal Services, assuming ownership of and responsibility for all Municipal Services.
- 1.2. Assumption By-Law for Adoption of Roadways means a by-law passed by the Council of The Corporation of the City of Temiskaming Shores forthwith after the

Director of Public Works has issued a Certificate of Final Acceptance for Roadways, assuming ownership and opening such roadways for public use.

- 1.3. Block shall mean the whole of a parcel or tract of land created by a Plan of Subdivision or created by decision of the Committee of Adjustment.
- 1.4. Building Permit means a permit issued by the Chief Building Official of The Corporation of the City of Temiskaming Shores or his designate appointed pursuant to the Building Code Act approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required.
- 1.5. Certificate of Final Acceptance for Municipal Services means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Public Works at the expiration of the Maintenance Guarantee Period for Municipal Services setting out the Municipal Services being accepted by the City and indicating the date of final acceptance of such Works.
- 1.6. Certificate of Final Acceptance for Roadways means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Public Works issued at the expiration of the Maintenance Guarantee Period for Roadways setting out the Roadways to be accepted by the City and indicating the date of final acceptance of such Works.
- 1.7. Completion Certificate for Municipal Services means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Public Works upon satisfactory completion of all Municipal Services, the approval date of which shall start the Maintenance Guarantee Period for such Municipal Services.
- 1.8. Completion Certificate for Roadways means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Public Works upon satisfactory completion of all Roadways, the approval date of which shall start the Maintenance Guarantee Period for such Roadways.
- 1.9. Consulting Engineer shall mean the person or persons registered with the Association of Professional Engineers of the Province of Ontario, who for the time being is or are employed by the Developer to provide engineering services on behalf of the Developer for the Plan of Subdivision.
- 1.10. Council means the Council of The Corporation of the City of Temiskaming Shores.

- 1.11. Development means the provision of the Works as defined in s.2.36 of this Agreement, and the sale or construction of dwellings on the Lands.
- 1.12. Director of Community Growth & Planning means the Director of Community Growth & Planning for The Corporation of the City of Temiskaming Shores or his designate.
- 1.13. Director of Public Works means the Director of Public Works for The Corporation of the City of Temiskaming Shores or his designate.
- 1.14. Easements shall mean the easements described in Schedule "C" hereto, which forms part of this Agreement.
- 1.15. Final Default means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the City, as provided in Section 14.1 hereof.
- 1.16. Front Lot Line means the line dividing the lot from the road or from the body of water where the frontage is on water. In the case of a corner lot, the shorter lot line abutting a road shall be deemed the front lot line. In the case of a through lot, the lot line where the principal access is provided shall be deemed to be the front lot line.
- 1.17. Grading Conformance Certificate means the Certificate identified in Section 9.15 hereof.
- 1.18. Lands shall mean the lands described in Schedule “A”
- 1.19. Letter of Credit shall mean any municipal standby irrevocable Letter of Credit drawn upon a Chartered Bank posted with and in a form acceptable to the City pursuant to this Agreement. The municipal standby irrevocable Letter of Credit shall contain a provision which automatically renews it from year to year unless the Bank gives thirty (30) days advance written notice of its intention not to renew.
- 1.20. Local Improvements shall include utilities, sanitary sewers, storm sewers, asphalt sidewalks, pavements and such other local improvements as are defined by the Local Improvements Act or the Municipal Act.
- 1.21. Lot shall mean the whole of a parcel or tract of land created by a Plan of Subdivision or created by decision of the Committee of Adjustment.
- 1.22. Lot Frontage means the horizontal distance between the side lot lines, such distance being measured perpendicular to the line joining the middle of the front lot line with either the middle of the rear lot line or the apex of the triangle formed

- by the side lot lines and at a point therein distance seven point five (7.5) metres from the front lot line.
- 1.23. Maintenance Guarantee Period means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Municipal Services or Roadways, as the case may be, which period is defined in Section 10.6 hereof.
- 1.24. Owner means the registered owner from time to time of any of the lots or Blocks within the Lands.
- 1.25. Party shall mean a party to the Agreement and the successors or permitted assigns.
- 1.26. Plans shall mean all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Public Works prior to execution of this Agreement by the City.
- 1.27. Phasing means the development of the Lands and construction of the Works in 3 phases as set out in Part 15 of this Agreement.
- 1.28. Pre-Servicing means the installation of Works prior to registration of this Agreement.
- 1.29. Municipal Services shall mean the following municipal services required to be constructed by the Developer:
- a. Municipal sanitary sewer system;
  - b. Municipal, storm drainage sufficient in the opinion of the Director of Public Works to provide safety and protection from undue inconvenience to the general public;
  - c. Municipal water system, including fire hydrants;
  - d. Street signs and traffic control signs and devices;
  - e. Rough grading of the Lands;
  - f. All Utility Services.
- 1.30. Reserve Strip shall mean a parcel of land abutting a Street Line and separating the street from the next abutting lot or block, for the purpose of preventing legal access from the said street to the said next abutting lot or block.

- 1.31. Roadways shall mean all municipal streets and roadways of final design width with granular base, asphalt and asphalt curbs and gutters required to be constructed by the Developer.
- 1.32. Street Line means a lot line dividing a Lot from a street and is the limit of the street or road allowance.
- 1.33. Supervision means the full-time inspection and administration of the Works for the express purpose of enforcing the provisions of this Agreement and providing certification of the Works in accordance with Section 6.1.
- 1.34. Treasurer means the Treasurer for The Corporation of the City of Temiskaming Shores or her designate.
- 1.35. Utility Services means:
  - a. all electrical distribution and street lighting systems, complete;
  - b. if applicable, all gas services, complete;
  - c. all telephone services, complete; and
  - d. all co-axial services, complete.
- 1.36. Works means all Municipal Services and Roadways, both internal and external, and all construction, erection, installation and engineering required to service the Lands in accordance with the terms of this Agreement and the approved Plans

## **PART 2. LANDS TO BE DEVELOPED**

The lands to be developed are those Lands described in Schedule “A” and this Agreement shall be registered against all of such Lands.

## **PART 3. GENERAL PROVISIONS**

### **3.1. Development at Sole Expense of Developer**

Unless the context otherwise requires, where the Developer is obligated by this Agreement or the approved Plans to make any payments or install or construct or carry out any services or action the provision thereof contained herein shall be deemed to include the words “at the sole expense of the Developer”.

### **3.2. Other Agreements**



If, after this Agreement is executed, the City or any other authority having jurisdiction shall impose any further condition or requirement which is not contained herein, the Developer shall forthwith, upon written demand, enter into such further agreement or agreements and give such further assurances as may be required and the Developer shall not contravene any condition or requirement of such authority notwithstanding the same is not contained herein.

### 3.3. Indemnification

The Developer agrees to save harmless and keep the City and its agents, contractors, employees and elected officials indemnified from and against all manner of actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction or operation of any of the

Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Developer pursuant to the terms of this Agreement or by reason of any defect in workmanship or material.

### 3.4. Covenants Run With the Land

The Developer and the City acknowledge and agree that it is their intent that all terms, conditions and covenants contained herein,

- a. Shall run with the Lands, and;
- b. Shall be binding upon the Developer, its heirs, executors, administrators, assigns and successors in title, from time to time, and;
- c. That the benefits of the said covenants shall enure to the City, its successors and assigns in title of all roads, streets and public lands forming part of or abutting on the Lands.

### 3.5. Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner hereinafter set out, in writing addressed in the case of:

- a. the City: **CITY OF TEMISKAMING SHORES**  
P.O. Box 2050, 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0;

b. the Developer: **Eveline  
Roseanne Gauvreau and  
Eveline R. Gauvreau Ltd**

P.O. Box 2101,  
New Liskeard, ON P0J  
1P0

and the giving of such written notice shall be deemed to be complete, where notice is given by personal service, on the day that the serving of written notice is completed, and where notice is given by prepaid registered mail, two (2) days after the date of mailing, and where notice is given by telephone transmission of a facsimile of the notice, on the day that the transmission of the written notice is completed.

### 3.6. Binding on Heirs, etc.

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

### 3.7. Schedules

The Schedules attached hereto, being Schedules A to I inclusive, form part of this Agreement and are to be interpreted as if the contents thereof were included in this Agreement.

### 3.8. Special Provisions

The Developer covenants, warrants and agrees to fulfill and abide by the Special Provisions set out in Schedule H annexed hereto in accordance with the terms thereof.

### 3.9. Planning Act

The Developer agrees to be bound by the provisions of the *Planning Act*, R.S.O. 1990, c.P.13, and amendments thereto.

### 3.10. Applicable Laws

- a. In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and The *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.
- b. The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the City if at any time the City considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the City may take action to remedy the situation at the expense of the Developer and in this regard the City shall also be entitled to draw upon any security filed by the Developer under this Agreement.

### 3.11. Severance of *Ultra Vires* Terms

If any term of this Agreement shall be found to be *ultra vires* the City, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

### 3.12. Incontestability

The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, before any court or administrative or other tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof, and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

### 3.13. Time of the Essence

Time shall be of the essence of this Agreement.

### 3.14. Certificate of Status

In those cases in which the Developer is a Corporation, prior to execution of this Agreement by the City, the Developer shall deliver to the City a Certificate of

Status issued by the Ontario Ministry of Consumer and Commercial Relations verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.

### 3.15. Mortgagee’s Postponement

The Developer hereby agrees to procure, register and provide to the City any postponement agreements which the City solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.

## **PART 4. SERVICING PLANS AND SPECIFICATIONS**

- 4.1. All Plans and specifications must be approved in writing by the Director of Public Works prior to the Developer commencing construction of any of the Works.
- 4.2. The Developer shall submit to the Director of Public Works three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.
- 4.3. It is understood and agreed the Director of Public Works in his appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario or existing practices and standards as may from time to time be established or amended by the City by its officials or agents. The City may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.
- 4.4. No approval by the Director of Public Works shall operate as a release by the City of any liability of the Developer which, but for such approval, might exist or hereafter arise.
- 4.5. All Plans shall be prepared and stamped by a Consulting Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.
- 4.6. All structures, including retaining walls, to be erected on municipal property shall be constructed in accordance with Plans prepared and stamped by a Consulting Engineer and approved by the Director of Public Works.

## **PART 5. ENGINEERING AND**

### **INSPECTION 5.1. Consulting Engineer**

The Developer shall employ a competent and qualified Consulting Engineer, approved by the Director of Public Works, to:

- a. Design all Works required to be completed by this Agreement;
- b. prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Director of Public Works for approval prior to installation or construction of such Works;
- c. Obtain from the Director of Public Works details regarding the form and scale of the plans and profiles prior to their preparation;
- d. Obtain and provide the City with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;
- e. Prior to execution of this Agreement by the City, prepare and furnish the Director of Public Works with estimates of the cost of installation and construction of the said Works, if requested by the Director of Public Works;
- f. If required, prepare contract documents and call tenders for installation and construction of the said Works;
- g. Prepare and supply the City with Progress Payment Certificates;
- h. Maintain all records for the installation and construction of the said Works and submit “as constructed” records in electronic form in AutoCad format. “As constructed” records shall be submitted to the Director of Public Works prior to approving the Completion Certificate for the Works;
- i. Upon completion of installation and construction of the Works, supply the City with a certificate verifying that the Works were installed and constructed in accordance with the approved Plans and specifications;
- j. When requested by the Director of Public Works, accompany him on his inspections of the Works;
- k. Supervise construction of all Works including any remedial work the Director of Public Works may require;
- l. Test all services and verify to the Director of Public Works, in writing, that all testing has been completed in accordance with the appropriate requirements.

- 5.2. All Municipal Services, Roadways and Utility Services shall be installed, constructed, inspected and tested under the direct supervision of the Developer’s Consulting Engineer at the sole expense of the Developer.
- 5.3. The Developer’s Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Director of Public Works. All sanitary and storm sewers must be inspected by closed circuit video prior to final acceptance by the City. All watermain installations shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with City standards prior to final acceptance by the City.
- 5.4. The Director of Public Works or his designate shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Public Works. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Public Works. City inspections shall be in addition to inspection provided by the Developer’s Consulting Engineer and shall in no way relieve the Developer or his Consulting Engineer of any responsibility with regard to design, construction, supervision, inspection, testing or proper completion of the Works.
- 5.5. The Director of Public Works shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Public Works.

## **PART 6. BY-LAW(S), DOCUMENTATION AND REGISTRATION**

- 6.1. The Council of the City may authorize Pre-Servicing (installation of Works) upon such terms and conditions it deems appropriate and/or necessary, which terms and conditions shall include, but not be limited to, posting all security set forth in Schedule F, obtaining and filing with the Director of Public Works all necessary and/or required approvals, consents, agreements and certificates, and having all Plans and specifications approved by the Director of Public Works.
- 6.2. Before this Agreement is executed by the City, the appropriate authorizing By-law must be enacted by the Council of the City.
- 6.3. The City may, at the sole expense of the Developer, request the Developer’s solicitor to prepare such further and other documentation as may be deemed necessary and/or required by the City for the preparation, registration and implementation of the agreement.
- 6.4. If required, the Developer’s solicitor, at the sole expense of the Developer, shall:

- a. Provide and/or prepare all documentation which the City’s Solicitor may require, including all necessary Transfers, Easements and restrictive covenants in register able form;
  - b. Certify title to the City in a signed Certificate of Title;
  - c. Have all documentation signed by the Developer, and other necessary parties;
  - d. Sub search title and obtain an Execution Certificate prior to registration and provide copies of same to the City’ Solicitor;
  - e. Deliver all executed documentation to the City; and
  - f. Attend to registration of all documentation, at the Developer’s expense, required by this Agreement.
- 6.5 The Developer shall not deal in any manner whatsoever with any Lot or Block within the Lands until this Agreement, and all other documentation (including Transfers, Easements, Cessation of Charge, Reference Plans, and Postponements of Charges) required by this Agreement and by the City's solicitor have been delivered, approved and registered on title to the complete satisfaction of the City's solicitor.

## **PART 7. LANDS REQUIRED FOR MUNICIPAL**

### **PURPOSES 7.1. General**

7.1.1. The Developer shall, at its own expense, convey to the City such lands as may be required for the development of the Lands in accordance with Schedule B annexed hereto.

### **7.2. Easements For Municipal Purposes**

7.2.1. The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the City such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule C annexed hereto.

7.2.2. The Developer shall convey to the City or to such public utility companies or commission or cable television company as the City may direct, easements required for utility and/or coaxial purposes in accordance with Schedule D annexed hereto. All such easements shall be prepared to the complete satisfaction of the City, and if required by the City, any such utility or cable television company.

7.2.3. The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the City, including Municipal Services, Roadways and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Public Works and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the City has adopted such through the required Assumption By-law.

## **PART 8.**

### **SERVICES 8.1.**

#### General

- a. Where the lands are serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- b. Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.
- c. The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions
- d. satisfactory to the Director of Public Works, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the City from any claim arising from such damage.
- e. The Developer shall keep all portions of the development well, properly and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or



which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the City from any claim arising from said damage.

- f. The Developer covenants and agrees to carry out all Works necessary to service the Lands in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the City, its servants or agents, may, at the City's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Lands. The cost of any such work performed by or at the instruction of the City, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the City may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- g. The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Lands and elsewhere.
- h. All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the City's requirements and to the satisfaction of the Director of Public Works.
- i. All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Public Works, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Director of Public

Works make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Public Works remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the City's requirements and to the satisfaction of the Director of Public Works.

- j. The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation NorthernTel, Union Gas, Eastlink and Hydro One) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Public Works, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Director of Public Works, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.
- k. The City disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the City or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the public records of the various City Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Public Works.
- l. The Developer agrees to keep boulevards and Easements graded and

free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.

- m. The Developer shall remove from all road allowances within the Development any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Director of Public Works, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the City to the Developer, the City may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the City may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- n. All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the City’s specifications therefore at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.

## 8.2. Survey Monuments to be Preserved

The Developer agrees:

- a. All survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved; and
- b. If any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

## 8.3. City’s Right to Enter and Repair

- a. The City shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:
  - i. without notice to the Developer where, in the sole opinion of the Director of Public Works, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and
  - ii. where repairs to or maintenance of the said Works has not been completed within twenty four (24) hours after written notice requiring such repairs or maintenance has been delivered to the Developer.
- b. The decision of the Director of Public Works that repairs, remedial work or maintenance to the said Works is required or that an emergency state exists requiring immediate repair or maintenance shall be final, conclusive and incontestable. Such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the City or an assumption by the City of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.
- c. The cost of any repair or maintenance work (including professional fees) undertaken by the City pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the City within thirty (30) days after a statement of account thereof has been delivered to the Developer. If the Developer fails to pay the amount due to the City within such thirty (30) day period, the City may and is hereby expressly authorized by the Developer to deduct the amount owing to the City for such repairs or maintenance from any monies or Letters of Credit deposited with the City.
- d. Repairs or maintenance undertaken by the Developer pursuant to this subsection, shall be completed in the presence of the Director of Public Works or his representative.

#### 8.4. Services to be Co-ordinated

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be co-ordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

#### 8.5. Interim Work

The Developer agrees and acknowledges that, until the Director of Public Works affixes his signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

#### 8.6. Roads

- a. The Developer agrees to perform and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.
- b. Any existing road damaged during the development of the Lands shall be restored by the Developer, to the complete satisfaction of the Director of Public Works, prior to approval of the Certificate of Completion for Roadways.

#### 8.7. Sanitary Sewer System

- a. If required by the City and prior to execution of this Agreement by the City, the Developer shall undertake a review of existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Lands. In the event the downstream system is inadequate for the flow increase from the Lands, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Plan of Subdivision to the complete satisfaction of the Director of Public Works.
- b. The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the property line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the City shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Public Works and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the City's most recent specifications thereof.
- c. All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment prior to inspection as outlined in Section 5.3 of this agreement or upon receipt of any written notice from the Director of Public Works.

- d. All sanitary sewer Works shall be inspected and videoed via closed circuit TV to the satisfaction, and upon any written notice from, the Director of Public Works and prior to assumption of the sanitary sewer works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may; in the sole opinion of the Director of Public Works, be required.
- e. Prior to the Director of Public Works approving the Completion Certificate for Municipal Services, the Developer shall supply the Director of Public Works with "as constructed drawings" showing the location and depth of the sanitary sewer lateral constructed to service each Lot.
- f. The Developer agrees to perform and complete all sanitary sewer works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.

#### 8.8. Storm Drainage System

- a. The Developer agrees to construct storm drainage to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Public Works, and construction and materials used therein shall be in accordance with the City's most recent specifications thereof.
- b. Prior to the Director of Public Works approving the Completion Certificate for Municipal Services, the Developer shall supply the Director of Public Works with "as constructed drawings" showing the location and depth of the storm sewer lateral constructed to service each Lot if applicable.
- c. The Developer agrees that prior to the City executing this Agreement the Developer shall prepare and provide a complete site grading plan which shall be submitted for approval by the Director of Public Works, indicating the following:
  - i. the manner in which storm water will be conveyed across the Lands in both major (10 year) and minor storms (2year), using techniques that are in accordance with the Provincial guidelines contained in "Storm Water Management Practices Planning & Design Manual - June 1994" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;

- ii. an assessment of downstream and upstream constraints and how these constraints can be; and
  - iii. an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" May 1987 and the latest revision thereof or such more stringent standards as may be applicable.
- d. The Developer shall prepare and provide a Grading Plan indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands.
- e. The Developer agrees to carry out or to have carried out all works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Grading Plan to the complete satisfaction of the Director of Public Works and the Director of Community Growth & Planning.
- f. The Stormwater Drainage System has been designed on the basis that there will be no houses with living space below grade. For this reason, the City will not issue a building permit for a house with a living space below grade.

#### 8.9. Water Distribution System

- a. The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curb stops and boxes, blowoffs and ground hydrants as may be required, for the purpose of servicing the Lands. The water distribution system shall be constructed according to the Plans approved by the Director of Public Works and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the City's most recent specifications thereof.
- b. The Developer shall install, charge, test and maintain the water distribution system as required by the approved Plans and specifications in accordance with this Agreement and legislative requirements to the complete satisfaction of the Director of Public Works.
- c. The water supply and distribution system shall be designed to accommodate residential flows with the minimum size of 150 mm in diameter.

- d. All water mains shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with City standards and to the satisfaction of the Director of Public Works prior to approval of the Completion Certificate for Municipal Services.
- e. The Developer shall, prior to the Director of Public Works approving the Completion Certificate for Municipal Services, supply the Director of Public Works with "as constructed drawings" showing the location and depth of the water connections constructed to service each of the Lots.

#### 8.10. Street and Traffic Signs

- a. The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Public Works during the construction period.
- b. The Developer shall supply and erect all permanent street and traffic signs and other traffic control devices required by the approved Plans and to the satisfaction of the Director of Public Works prior to approval of the Completion Certificate for Municipal Services. All signs shall conform to the current standards of the City.

#### 8.11. Electrical Distribution System and Street Lighting

- a. The Developer shall arrange with Hydro One for the design, provision and installation of all electrical transmission and distribution system and street lighting system required to serve all of the Lots with electrical power in accordance with the plans and specifications thereof approved by Hydro One and the Director of Public Works. The cost of providing such facilities shall be borne by the Developer.
- b. The Developer shall arrange with Hydro One for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to Hydro One upon receipt of a statement of account thereof.
- c. Prior to the Director of Public Works approving the Certificate of Final Acceptance for Municipal Services, the Developer shall deliver to the City satisfactory proof of installation and construction of the aforesaid electrical



transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the City, and upon Council passing the Assumption By-Law for Municipal Services the City will assume the street lighting system into the City’s street light inventory.

- d. Street lighting system shall be of LED type luminaries.

#### 8.12. Utility Services

All Utility Services required to service the Lands, including, without restricting the generality of the foregoing telephone cables and coaxial cables, shall be installed and constructed prior to the Director of Public Works approving the Certificate of Completion for Municipal Services.

#### 8.13. Landscaping

- a. The Developer shall grade and place a minimum of 50 mm of topsoil together with pre-approved seed on all portions of road allowances within the Lands, and along all sides of the Lands abutting on adjacent existing streets. All landscaping as herein described shall be considered as part of the cost of construction of services for the Lands, and shall be completed prior to the Director of Public Works approving the Completion Certificate for Roadways.
- b. All drainage ditches, swales and depressions within the Lands shall be seeded prior to the City issuing any building permits. The Developer shall maintain all drainage ditches, swales and depressions until the associated lot is transferred to another party.

#### 8.14. Grading and Drainage

- a. Unless otherwise approved or required by the City, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:
  - i. the City has agreed in writing to such alteration or removal; and
  - ii. the City has approved the Grading Plan pursuant to the terms of this Agreement.

- b. Prior to execution of this Agreement by the City or commencing any phase of development the Developer shall prepare and provide the City, as part of the engineering drawings, a Grading Plan for the purpose of controlling the overall drainage pattern within the Lands.
- c. The following grading works shall be completed prior to the issuance of any Building Permits:
  - i. construction and seeding of all drainage swales and other erosion control devices to the satisfaction of the Director of Public Works for the Lands, subject to weather conditions; and
  - ii. where applicable, rough grading of all Lots to generally conform to the Grading Plan.
- d. If drainage problems arise which are as a result of non-compliance with the requirements, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the City may enter upon the Lands to remedy any such problem and may use the Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Grading Deposit shall be the responsibility of the Owner or Developer, whoever is the owner of the lot in question, and if not reimbursed to the City forthwith after being incurred by the City, the City may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- e. Upon completion of the Works and acceptance by the City of a Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Developer’s Grading Deposit, if any, less any cost for remedial work undertaken by the City.

#### 8.15 Site Plan Control Agreement

The individual lot owner shall submit a lot grading plan for each lot, to be prepared to provide further grading details and which conform to the Subdivision Grading Plan as noted in subsection 9.15 and will be required to enter into a Site Plan Control Agreement with the City in accordance with Section 41 of the Planning Act and By-law No. 1994-036 being a by-law to Designate Site Plan Control Areas within the Town of Haileybury.” A sample Site Plan Control Agreement is attached as Schedule “1”.

## **PART 9. COMPLETION, MAINTENANCE, ACCEPTANCE AND ASSUMPTION OF**

### **WORKS**

#### **9.1. Condition Precedent**

The performance by the Developer of its obligations in this Agreement to the satisfaction of the Director of Public Works shall be a condition precedent to the approval, maintenance, acceptance and assumption of the works or any of them by the City.

#### **9.2. Time to Complete Servicing**

The Developer shall proceed with the installation or construction of the Works required by this Agreement and the approved Plans with all reasonable dispatch, **in accordance with the Phasing set out in Part 15** of this Agreement and shall complete:

- a. All required Municipal Services, within one year after the date of registration of this Agreement **and the commencement of the particular Phase**; and
- b. Roadways including asphalt, asphalt spill curbs and asphalt sidewalks within three (3) years after the completion of Municipal Services or forthwith after 50% of the building construction has been completed whichever occurs earlier unless otherwise approved by the Director of Public Works.
- c. The Director of Public Works may extend the time for completion of Municipal Services or Roadways or any of them for such length of time as he or she may deem expedient upon written application of the Developer with reasons why the extension is required.

#### **9.3. Roads**

- a. Until Council passes an Assumption By-Law for Roadways assuming all the roads constructed, the Developer, on behalf of itself, its successors and assigns, including its successors in title to the Lands, hereby releases, discharges and agrees to indemnify and save harmless the City from and against all actions, causes of action, suits, claims and demands whatsoever and howsoever arising, and without limiting the generality of the foregoing, which may arise by reason of:

- i. any alteration of the existing grade or level of any road or roads within the Development to bring the grade or level in accordance with the plans approved by the Director of Public Works;
  - ii. any damage to the lands abutting on any road or roads within the Development or to any building erected thereon arising from or in consequence of any such alteration of grade or level; and
  - iii. any damages or injuries (including death) to persons or damage to property occurring or arising on any road or roads within the Development, however caused.
- b. All road allowances within the Development shall be named to the satisfaction of the Director of Community Growth & Planning.

#### 9.4. Completion Certificate For Municipal Services

- a. Municipal Services installation will not be considered complete by the City until an inspection has been made by the Director of Public Works or his designate and the Completion Certificate for Municipal Services has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Municipal Services.
- b. The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c. Prior to the Director of Public Works approving the Completion Certificate for Municipal Services, the documentation listed in Sections 10.4 (d) and 10.4 (e) must be provided to the Director of Public Works in a single submission package.
- d. The Developer's Consulting Engineer shall provide to the Director of Public Works:
  - i. Certificate(s) verifying that all Municipal Services were installed and constructed in accordance with approved Plans and specifications;
  - ii. Certificate(s) stating that all water mains have been flushed, chlorinated and pressure tested in accordance with legislative standards;

- iii. Certificate(s) stating that all water main tracer wire has been tested and all of the new water system can be traced;
  - iv. Certificate(s) stating that all storm and sanitary sewer pipes have been flushed, inspected and videoed via close circuit T.V.;
  - v. Copies of the sanitary sewer inspection video tape(s) and documentation; and
  - vi. Certificate(s) stating that all utility services, required to service the Development are installed and constructed.
- e. The Developer shall provide the Director of Public Works with:
- i. A Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
    - 1. all such Works have been completed in accordance with the terms of this Agreement and the approved Plans and specifications;
    - 2. all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
    - 3. that there are no outstanding debts, claims or liens in respect of such Work.
  - ii. written confirmation that all grading and drainage Works have been completed in accordance with the Grading Plan and are functioning properly;
  - iii. original drawings showing each of the said Works "as constructed" together with electronic drawing files in AutoCAD format;
  - iv. certificate from a registered Ontario Land Surveyor certifying he has found and/or replaced all standard iron bars on the Lands and within the Development as of a date not earlier than seven days prior to the Director of Public Works approving the subject Completion Certificate;
  - v. written confirmation that elevations at the corners of the lots are the same as indicated on the Grading Plan, and red-lined drawings showing corner elevations for each lot where the elevations have changed.

- vi. plans showing the location and depth of each sanitary sewer lateral, storm sewer lateral (if applicable) and water service lateral constructed to service each of the Lots; and
- f. Subject to Sections 10.4(d) and 10.4(e) hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Municipal Services has been completed in accordance with this Agreement and approved Plans, the Director of Public Works, shall date and approve the Completion Certificate of Municipal Services.

#### 9.5. Completion Certificate For Roadways

- a. Roadway installation will not be considered complete by the City until an inspection has been made by the Director of Public Works or his designate and the Completion Certificate for Roadways has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Roadways Services.
- b. The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c. Prior to the Director of Public Works approving the Completion Certificate for Roadways, the documentation listed in Sections 10.5 (d) and 10.5 (e) must be provided to the Director of Public Works in a single submission package.
- d. The Developer's Consulting Engineer shall provide to the Director of Public Works:
  - i. Certificate(s) verifying that all Roadways were installed, repaired and constructed in accordance with approved Plans and specifications;
  - ii. Certificate(s) providing actual cost of Roadways completed; and
  - iii. Certificate(s) stating that all sewers have been flushed and cleaned after placement of surface course asphalt.

- e. The Developer shall provide the Director of Public Works with: i) a Statutory Declaration from the Developer in a form satisfactory to the  
the  
Director of Public Works setting out the Works completed and verifying:
- a. all Works have been completed in accordance with the terms of this Agreement and the approved Plans and specifications;
  - b. all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
  - c. that there are no outstanding debts, claims or liens in respect of such Works;
  - d. original drawings showing each of the said Works "as constructed" together with electronic drawing files in AutoCAD format;
- f) Subject to Sections 10.5(d) and 10.5(e) hereof, upon receipt of the required documentation and the Director of Public Works' satisfaction that the installation and construction of all Roadways has been completed in accordance with this Agreement and approved Plans, the Director of Public Works shall date and approve the Completion Certificate for Roadways.

#### 9.6. Maintenance Of The Lands

- a. The Developer shall be responsible for the general tidy appearance and carry out all weed cutting and maintenance on all unsold lands and all un-assumed roads to the satisfaction of the Director of Public Works.
- b. The Developer shall adequately maintain all roads within the Plan of Subdivision free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Public Works until Council passes an Assumption By-Law for Roadways. Snowplowing shall be provided by the City at the established standard PROVIDED however that the City may assume the roads for maintenance purposes prior to the paving of such roads.
- c. The Developer shall be responsible to control weeds and to maintain vacant lands owned by the Developer free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the City for municipal purposes.

- d. The Developer shall maintain the Works, and every part thereof, in perfect order and in complete repair for the duration of the Maintenance Guarantee Period and shall repair in a permanent manner satisfactory to the Director of Public Works any and all damage or injury to the Works, both during construction and during the period of maintenance as aforesaid.
- e. Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the City, the Director of Public Works, at his sole option, after giving the Developer twenty four (24) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Public Works shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the City not reimbursed by the Developer forthwith may be collected by the City in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- f. The Developer’s obligation to maintain the Works as aforesaid shall commence on the approval date of the Completion Certificate for the Works and extend for a minimum of one (1) year or until the Director of Public Works approves the Certificate of Final Acceptance for such Works whichever occurs last (this period is herein referred to as the "Maintenance Guarantee Period").
- g. The Maintenance Guarantee Period for Municipal Services shall commence on the date the Director of Public Works approves the Completion Certificate for Municipal Services.
- h. The Maintenance Guarantee Period for Roadways shall commence on the date the Director of Public Works approves the Completion Certificate for Roadways.

#### 9.7. Certificate Of Final Acceptance

- a. Upon expiration of the one year Maintenance Guarantee Period for Municipal Services and Roadways as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Public Works, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the



City and the Director of Public Works shall approve the Certificate of Final Acceptance prepared by the Developer’s Consulting Engineer.

- b. If upon inspection of the applicable Works all deficiencies have not been rectified to the complete satisfaction of the Director of Public Works the Maintenance Guarantee Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Director of Public Works.
- c. The Director of Public Works may withhold approval of a Certificate of Final Acceptance, if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations to inspect, repair, construct or maintain any of the Works pursuant to this Agreement and the approved Plans.

#### 9.8. Assumption Of Municipal Services

- a. The Developer hereby acknowledges that upon assumption by the City of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the City without payment thereof, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the City by Council passing:
  - i. an Assumption By-Law for Municipal Services after the Director of Public Works approves the Certificate of Final Acceptance for Municipal Services; and
  - ii. an Assumption By-Law for Roadways after the Director of Public Works approves the Certificate of Final Acceptance for Roadways.
- b. The Assumption By-Law for Municipal Services shall not include the streets and roadways constructed by the Developer within the Lands nor the Utility services other than the street lights.
- c. The Assumption By-Law for Roadways includes finished streets and roadways as constructed by the Developer within the Lands.

### **PART 10. PERMITS, FEES, DEPOSITS AND OCCUPANCY**

#### 10.1. Development Costs

- a. The Developer acknowledges and confirms that all charges, payments, Works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof are at the expense of the Developer within the Lands; or
- b. The Developer hereby releases and forever discharges the City from any and all claims for credit against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within Lands and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.

## **PART 11. SECURITY DEPOSITS AND CASH**

### **PAYMENTS 11.1. General**

- a. The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security on account of aforesaid costs in accordance with Schedule F annexed hereto prior to the commencement of on site works. The security should be in the form of a standby Letter or Letters of Credit with **automatic renewal provision**, in a form approved by the City. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the City returns the Letter of Credit in accordance with the provisions of this agreement.
- b. The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the City may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

- c. The Developer acknowledges and agrees that the City reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the City determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the City will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the City has sufficient security to ensure that such work will be completed.
- d. Whenever in this Agreement a Letter of Credit is required to be filed with the City, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the City as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- e. The Developer acknowledges that upon the transfer of any ownership of the Lands, the City will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the City.
- f. The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to the commencement of works, the Developer’s Engineer shall provide the City with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Municipal Services and Roadways and City inspection charges, engineering, administrative and consulting fees shall be calculated, in a manner satisfactory to the Director of Public Works, on the basis of the Developer’s Engineer’s estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule “F” annexed hereto.

#### 11.2. Cash Payments

- a. The Developer shall reimburse the City, all legal costs incurred by the City associated with the preparation, administration and registration of this Agreement.

#### 11.3 Letter Of Credit Roadways

- a. The Developer shall deposit with the Treasurer of the City, upon completion of the Roadways installation, other than the addition of the asphalt, a Letter of Credit in the amount of 120% of the costs of construction of the addition of asphalt. On default of the Developer in adding the asphalt in accordance with the provisions of this Agreement and/or the approved Plans, the City shall be entitled to call upon such security deposit in order to pay for the completion of such addition of asphalt. The City shall also have the right to call upon the said security deposit upon receipt of Claims for Lien filed pursuant to the provisions of the *Construction Lien Act* with respect to the addition of asphalt.
- b. With respect to the addition of asphalt to the Roadways, the Treasurer, from time to time, upon written application of the Developer, may reduce or release such security deposits, provided that at no time shall the amount retained be less than 120% of the estimated cost of uncompleted asphalt addition. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the addition of asphalt secured under Section 12.3a) of this Agreement; secondly, administrative and legal costs still owing; thirdly, any taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

11.4 Upon written demand by the Director of Public Works and upon the Developer making application for release of security, the Developer shall deliver to the City, a statutory declaration by or on behalf of the Developer stating:

- a. The date of completion of the subject services;
- b. Works completed to date;
- c. All accounts that have become due and payable in connection with the construction, installation, inspection, repair and maintenance of the subject services have been paid; and
- d. All requirements of the *Construction Lien Act* have been complied with to date and proof of expiration of liens under the *Construction Lien Act*.

## PART 12. INSURANCE

12.1 Prior to commencement of any Works, the Developer shall, at his sole expense,  
provide the City with:

- a) A certified copy of the Developer's third party All Perils and Liability Insurance Policy naming the City as an additional insured in a form satisfactory to the City as follows:
  - i. the policy is to be written on the comprehensive form including contractual liability and complete operations with an inclusive limit of two million dollars (\$2,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);
  - ii. the Liability Insurance Policy shall not contain any exclusions for damage to property, support of any property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise and shall not contain an exclusion for blasting;
  - iii. the Standard Automobile Policy shall cover both owned and non-owned vehicles with inclusive limits of not less than one million dollars (\$1,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);
  - iv. excess umbrella liability coverage of one million dollars (\$1,000,000.00) for all risks included in (i) and (ii) above shall be provided with a retained limit up to ten thousand dollars (\$10,000.00);
  - v. "Cross Liability" and "Severability of Interest" clauses or endorsements shall be provided;
  - vi. an endorsement will be provided to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City from the insurer;
  - vii. the premium for the said policies shall be paid initially for a period of one (1) year and the policy shall be renewed for further one-year periods until all Works required under this Agreement are installed and assumed by the City;
  - viii. The policy of insurance shall not be construed as relieving the Developer from responsibility for the deductibles or other or larger claims, if any, for which the Developer or City may be held responsible;
  - ix. A certificate from the Workplace Safety Insurance Board certifying the contractor is in good standing with the Board; and
  - x. Satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

## **PART 13. DEFAULT**

13.1 Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, any contract awarded for the Works or the approved Plans, or upon the Developer becoming insolvent or making any assignment for the benefit of creditors, the City, at its option, may declare the Developer to be in default. Notice of such default shall be given by the City, and if the Developer shall not remedy such default within such time as provided in the notice, the City may declare the Developer to be in Final Default under this Agreement and shall then forthwith give notice thereof to the Developer. Upon notice of default having been given, the City may require all work by the Developer, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid to cease. Upon Final Default of the Developer, the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- a. Enter upon the Lands, by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Developer, and collect the cost thereof from the Developer and/or enforce any security available to it;
- b. Make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
- c. Retain any sum of money heretofore paid by the Developer to the City, for any purpose, and apply the same in payment or part payment for any work which the City may undertake;
- d. Assume any work or services whether the same have been completed or not, and thereafter the Developer shall have no claim or title thereto or remuneration thereof;
- e. Bring action to compel specific performance of all or any part of this Agreement, or for damages or other relief or remedy; or
- f. Exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law or in equity.

13.2 Developer shall be deemed to be in Final Default if:

- 13.2.1 The City receives written notice from the Bank of its intention to not renew the Letter of Credit;
- 13.2.2 The Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
- 13.2.3 The City receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the City is being altered, cancelled or allowed to lapse;
- 13.2.4 The Developer has not made provision for renewal at least thirty (30) days prior to the date of expiry of any insurance policy;

## **PART 14. INTERPRETATION**

It is hereby agreed that in construing this Agreement the words “Developer” and the personal pronoun “he”, “it”, “his” or “him” relating thereto and used therewith, shall be read and construed as “Developer or Developers”, and “he”, “she”, “it” or “they”, “his”, “hers”, “its” or “their”, and “him”, “her”, “it” or “them” respectively, as the number and gender of the Party or Parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

## **PART 15. PHASING**

Developer intends to develop the Lands and construct single detached homes on the Lands in Phases as follows:

### **Phase I**

Lots 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347 on the south side of Lakeview Ave., Plan M 52 NB

Lots 334, 336, 338, 340, 346, 348, on the North Side of Argentite Road, Plan M 52 NB

Proposed Commencement Date: September 1, 2015

### **Phase II**

Lots 11, 13, 15, 17, 19, 21, 23, 25, 25, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67 on the West side of Poplar Street, Plan M 52 NB

Lots 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 55, 58, 60, 62, 64, 66, 68 on the East Side of Poplar St., Plan M52 NB

Proposed Commencement Date: Winter or Spring, 2015, 2016.

**Phase III**

Lots 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 36, 38, 40, 42, 44, 48, 50, 52, 56, 58, 60, 62, 64, 66, on the East side of Spruce Street Plan M 52 NB;

Lots 11, 13, 15, 17, 19, 21, 23, 25, 25, 29, 31, 33, 35, 37, 39, on the West side of Spruce Street, Plan M 52 NB

Lots 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 41, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67 on the West Side of Pine St., Plan M 52 N.

Proposed Commencement Date: to be determined.



**IN WITNESS WHEREOF** the Parties have hereunto caused their seals to be affixed and attested by their proper signing officers and the individual Parties have hereunto set their hands and seals, as of the date hereof.

**SIGNED, SEALED AND DELIVERED**

-----  
Witness

-----  
Eveline Roseanne Gauvreau

Eveline R. Gauvreau Ltd.

Per: -----  
President

*I have the authority to bind the Corporation*

Date:

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

Per: -----  
Carman Kidd  
Mayor

Per: -----  
David Treen  
Municipal Clerk

Date:

**Schedule A  
Description of Lands**

**Certificate**

**[to be added once description with 2 lots per PIN has been prepared]**

I hereby certify these to be the lands to be developed in accordance with paragraph 3.

Peter R. Ramsay

**Schedule B**  
**Lands Conveyed for Public Purposes**

The Owner shall, at its own expense, transfer title to the Corporation of the City of Temiskaming Shores, free and clear of all encumbrances, the following:

NIL

Schedule C  
**Required Municipal Easements**

As per engineering drawings

Schedule D  
**Required Utility Easements**

Schedule E  
**Building Lot Elevations**

As per Lot Grading Plan prepared by exp Services Inc. and endorsed by the Director of Public Works.

Schedule F  
**Security and Financial Requirements**

Security will be required for 120% of the cost of asphalt topping as per Section 12.3 Letter of Credit Roadways

**Schedule “G”**  
**Draft Plan Conditions**

NIL

## **Schedule H**

### **Special Provisions**

#### **Indemnity:**

The Developer hereby agrees to indemnify and save harmless the City from and against any and all actions, causes of action, proceedings, claims, demands, orders, directives, costs and expenses (including without limitation legal costs on a solicitor and client basis and consultants costs) of every nature and kind which may be made against or incurred by the City of Temiskaming Shores, whether at law or in equity, directly or indirectly arising out of or relating in any way to any contamination of or within the Lands, including but not limited to such portions of the Lands conveyed in any way to the City, or migrating at any time from said Lands or portions thereof conveyed to the City, and the remediation thereof.

#### **Approvals:**

All servicing system designs, Plans and specifications must be approved in writing by the Director of Public Works prior to execution of this Agreement by the City and/or commencing construction of any of the Works, whichever event shall first occur.

The Developer must obtain Ministry of Environment Certificates of Approval for the servicing systems prior to execution of this Agreement by the City and/or commencing construction of any of the Works, whichever event shall first occur.

The Storm Water Management Report, including the engineering submission, Erosion and Sediment Control Plan for the development and the Grading Plan, must be approved in writing by the City.

#### **Street and Traffic Signs**

The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Public Works during the construction period.

#### **Tenders and Contracts**

It is acknowledged that the City does not require the Developer to call tenders for the Works. However, any contract documents that the Developer accepts for the Works may be subject to review and approval by the Director of Public Works.

**Schedule I**

SITE PLAN CONTROL AGREEMENT

Street Address

Roll Number: \_\_\_\_\_

Eveline Gauvreau North Cobalt Subdivision

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015

B E T W E E N:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
325 Farr Drive, P.O. Box 2050  
Haileybury, ON. P0J 1K0

(hereinafter called "*the City*")

OF THE FIRST PART

- and -

Insert lot owner's name and address

(hereinafter called "*the Owner*")

OF THE SECOND PART

Background:

1. The Developer purchased land from the City of Temiskaming Shores for the purpose of developing a residential subdivision on the lands to which this Site Plan Agreement applies;
2. The City required the Developer to enter into a Development Agreement with the City of Temiskaming Shores;

3. The Development Agreement is registered on title against the lands to which it applies (Instrument # \_\_\_\_\_ dated \_\_\_\_\_);
4. The Developer proposes to develop the lots within the Plan of Subdivision and sell the lots to others (the “Owner”) who will construct dwellings on such lots;
5. Section 9.16 of the Subdivision Agreement requires that

“The individual lot owner shall submit a lot grading plan for each lot, to be prepared to provide further grading details and which conform to the Subdivision Grading Plan as noted in subsection 9.15 and will be required to enter into a Site Plan Control Agreement with the City in accordance with Section 41 of the Planning Act and By-law No. 1994-036 being a by-law to Designate Site Plan Control Areas within the Town of Haileybury.”

WHEREAS the Owner has made application to the Municipality to develop and/or redevelop the lands and premises which are within a Site Plan Control Area, and are described as:

Roll Number: \_\_\_\_\_  
Civic Address: \_\_\_\_\_  
Legal Description: \_\_\_\_\_

AND WHEREAS the proposed development of the subject lands by the Owner is outlined on a “Proposed Site Plan” included as Schedule A, and forms part of this agreement;

AND WHEREAS the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in By-law No. 1994-036 passed pursuant to Section 41 of the Planning Act, RSO 1990, c. P.13 as amended;

AND WHEREAS the Parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner as a condition to the approval of the development of the lands;

NOW THIS AGREEMENT WITNESSETH that in accordance of the mutual covenants and conditions herein set forth, and the payment of \$ 1.00 by the owners to the Municipality, the receipt whereof is hereby acknowledged, the Parties do hereby covenant and agree as follows:

## 1.0 GENERAL PROVISIONS

### 1.1 Entrance Permit Application

The owner shall apply to the City for an “*Entrance Permit*” before constructing a driveway.

### 1.2 Municipal Services Permit Application

The owner shall apply to the City for a “*Municipal Services Permit*” before extending and connecting water, sewer, and sanitary services.

### 1.3 Building Permit Application

The owner shall apply to the City for a “*Building Permit*” for all structures on the property in accordance with the Ontario Building Code Act and the City’s Building By-law.

### 1.4 Building Permits Restricted

The Stormwater Drainage System has been designed on the basis that there will be no houses with living space below grade. For this reason, the City will not issue a building permit for a house with a living space below grade.

### 1.5 Surveyor’s Real Property Report

Immediately upon completion of the dwelling unit foundation, the owner shall submit to the City, a “*Surveyor’s Real Property Report*”, signed and sealed by an Ontario Land Surveyor.

### 1.6 Lot Grading

The As Constructed Lot Grading shall conform to the “*Subdivision Grading Plan*”, a copy of which is attached as Schedule B. The owner is responsible for constructing swales on their property as indicated on the “*Subdivision Grading Plan.*”

### 1.7 Lot Grading Deposit

The owner shall submit to the City security, by way of cash or cheque, in the amount of \$250.00/lot to ensure that the As Constructed Lot Grading conforms to the provisions of the “*Subdivision Grading Plan*”.

#### 1.8 As Constructed Lot Grading Plan and Site Plan

The grading of the lot shall be considered complete when the building has been erected and the lot has been rough graded to a maximum of 2” below finished grade. At this time, the owner shall submit to the City, an original “*As Constructed Lot Grading Plan*”, prepared and certified by an Ontario Land Surveyor. The “*As Constructed Lot Grading Plan*” shall also include an “*As Constructed Site Plan*” showing the location of the lot lines; dwelling; accessory structures, water, sewer, natural gas, hydro services, and driveway location, including dimensions and setbacks from property lines. The “*As Constructed Lot Grading Plan*” and the “*As Constructed Site Plan*” can be combined.

#### 1.9 Lot Grading Conformance Certificate

Together with the “*As Constructed Lot Grading Plan*”, the owner shall submit to the City, a “*Lot Grading Conformance Certificate*,” prepared and certified by an Ontario Land Surveyor or Professional Engineer, certifying that the “*As Constructed Lot Grading Plan*” conforms to the “*Subdivision Grading Plan*”. The “*Lot Grading Conformance Certificate*” shall also confirm that the stormwater management swales and ditches are operational. A sample Lot Grading Conformance Certificate is attached as Schedule C.

#### 1.10 Release of Lot Grading Deposit

Once the “*Lot Grading Conformance Certificate*” is approved by the City, the owner may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the City.

#### 1.11 Occupancy Permit

The City shall issue an “*Occupancy Permit*” once all of the requirements of the Building Code Act, Municipal Building By-law, and this Site Plan Control Agreement have been complied with. If the requirements of this Site Plan Control Agreement cannot be met because of winter weather, an extension may be requested in writing. A sample Extension Request Form is attached as Schedule D.

#### 1.12 Maintenance of Grading and Drainage Schemes



The owner shall maintain the grading and drainage schemes, including any swales or ditches located on their property, as established and verified by the “*Lot Grading Conformance Certificate*” and shall not alter or revise the grading or drainage. The owner shall be responsible for cutting the grass in the swales or ditches that are located on their property. The owner shall ensure that any swale or ditch does not become obstructed by any means resulting in a reduction in the effectiveness of drainage.

#### 1.13 Future Development

If in the future the owner proposes to change the grading on the lot to accommodate an accessory building, landscaping features, pool, etc. the owner will be required to apply for an amendment to the Site Plan Control Agreement. The owner may be required to submit to the City, a new “*Lot Grading Conformance Certificate*,” prepared and certified by an Ontario Land Surveyor, certifying that the “*As Constructed Lot Grading Plan*” conforms to the “*Subdivision Grading Plan*”.

#### 1.14 Roof Drains

Roof water drainage may be directed via downspouts onto splash pads, grass surfaces, or into rainwater barrels that are setback a minimum of 10’ from a property line. Water shall not be discharged directly onto walks, driveways, road allowances, streets, or onto neighbouring property.

#### 1.15 Vacant Lots

The Owner shall be responsible to control weeds and to maintain vacant land free from debris, waste building materials, tree stumps, discarded boulders, and other refuse.

#### 1.16 Fences

Only fences that are intended for residential use will be permitted to be erected on the lot. An agricultural or industrial type fence is prohibited.

### 2.0 SCHEDULES AND REQUIREMENTS

The following schedules form part of this agreement:

Schedule A – Proposed Site Plan

Schedule B – Subdivision Grading Plan

Schedule C – Sample Lot Grading Conformance Certificate

## Schedule D – Sample Extension Request Form

### 3.0 ENFORCEMENT

- 3.1 The Municipality shall enforce the provisions hereof against the Owner and any and all subsequent owners of the subject lands.
- 3.2 The Owner agrees to carry out the works described herein materially according to the provisions of this Agreement. In the event that the Owner deviates from said provisions, in addition to any other remedy, the Owner hereby authorizes the Municipality, its officers, servants, agents and employees to enter on the subject lands and to correct the deviation at the Owner's expense and to add the cost thereof to the Collector's Roll for the said lands and to collect the said costs, with interest in like manner as municipal taxes.

### 4.0 PENALTIES

- 4.1 The parties acknowledge the provisions of Section 67 of the Planning Act R.S.O. 1990 c. P.13 as amended, which provides that persons who contravene Section 41 of the Planning Act are liable on a first conviction to a fine of not more than \$25,000 and on a subsequent conviction of not more than \$10,000 for each day or part thereof upon which the contravention has continued after the day on which the person was first convicted.

### 5.0 AMENDMENT, EFFECT AND NOTICE

- 5.1 This Agreement shall only be amended or varied by a written document of equal formality herewith duly executed by the Parties.
- 5.2 The Agreement shall come into effect on the date of execution by the Parties.

**Any notice required to be given pursuant to the terms of this Agreement shall be in writing and mailed or delivered to the current address of the other Party.**

**SIGNED, SEALED AND DELIVERED** ) **NAME:** \_\_\_\_\_  
 )  
**Per:** \_\_\_\_\_ ) **SIGNATURE:**  
**Karen Beauchamp** \_\_\_\_\_  
**Director of Community Growth** )  
**and Planning** )  
**Date:** \_\_\_\_\_ ) **Date:** \_\_\_\_\_  
 ) **NAME:** \_\_\_\_\_  
 ) **SIGNATURE:**  
 ) \_\_\_\_\_  
 ) \_\_\_\_\_  
 ) **Date:** \_\_\_\_\_

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2015-182**  
**Being a by-law to authorize the Sale of Land to Laurier**  
**Loranger Roll No. 54-18-030-009-456.00**

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

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

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

**And whereas** By-law No. 2004-031 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

**And whereas** Council considered Administrative Report No. CGP-039-2015 at the September 1, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Laurier Loranger for Lots 70 and 72 on Plan M-52 N.B.;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2004-031 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the Mayor and Clerk to enter into an Agreement of Purchase and Sale between Laurier Loranger as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Lots 70 and 74 on Plan M-52 N.B., Parcel 10954 SST; Temiskaming Shores, District of Timiskaming to Laurier Loranger in the amount of \$2 plus applicable taxes and other such considerations outlined in the said agreement;
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed this 1<sup>st</sup> day of September, 2015.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

**This Offer to Sell** made this 1<sup>st</sup> day of September, 2015.

**Between:**

**The Corporation of the City of Temiskaming Shores**  
(hereinafter referred to as the "Vendor")

**And:**

**Laurier Loranger**  
(hereinafter referred to as the "Purchaser")

(The Vendor and the Purchaser are hereinafter jointly referred to as the "Parties")

**A. Offer to Sell**

1. The Vendor agrees to sell to the Purchaser, upon and subject to the terms and conditions contained in this document (the "**Offer**"), the real property described in Appendix 01 (the "**Property**").
2. At the Closing Date, the Vendor shall transfer the Property to the Purchaser without any legal or conventional warranties of quality, on an "as is, where is" basis.

**B. Sale Price**

3. The purchase price for the Property shall be Two Dollars (\$2.00), plus applicable taxes (the "**Purchase Price**"), payable in full on the Closing Date.
4. Upon acceptance of this Offer, the Purchaser will pay One Dollar (\$1.00) to the Vendor as a deposit (the "**Deposit**") to be held in trust and dealt with in conformity with the following:
  - a) the Deposit shall be credited on account of the Purchase Price at the Closing Date; or
  - b) should the Parties fail to complete the transfer of the Property, the Deposit shall be reimbursed to the Purchaser, without interest or penalty.
5. The Vendor hereby acknowledges having received a cheque in the amount of the Deposit.

**C. Conditions of Sale**

6. This Offer is conditional upon the occurrence or satisfaction of the following events, conditions and requirements: NIL

**D. Development Covenants, Right to Repurchase and Development Incentives**

7. The Purchaser covenants and agrees, that within three (3) years of the Closing Date to have completed construction of a building or buildings described as any of the following:
  - a) a modest, energy-efficient, single detached dwelling with a gross floor area of 1000 square feet or less (no less than 500 square feet) with a second unit that has a gross floor area of 600 square feet or less with one or both units constructed in accord with the principles of "Universal Design" as that term is described in Appendix 03;

**In all cases and for all purposes in this Offer, construction shall not be deemed completed unless a final, unconditional Certificate of Occupancy has been issued for the Property by the Vendor in accordance with applicable law.**

8. Provided the Purchaser completes the construction within the said time period as contemplated above, the Vendor shall sign and deliver a full and final release of the option set out in section 9, below. **If such Certificate of Occupancy has not been issued within three (3) years of the Closing Date, the Purchaser shall be deemed to be in default for the purposes of section 9, below.**
9. **If the Purchaser does not complete the construction in accordance with the provisions of sections 7 and 8, above, within the period therein set out, the Purchaser shall be in default. In the event of the Purchaser's default, the Vendor shall have the option of repurchasing the Property from the Purchaser at the original purchase price, without interest.** This option may be exercised by the Vendor upon sixty (60) days' notice in writing at any time within five (5) years of the time of the Purchaser's default.
10. The Purchaser covenants that it will not sell the Property or any part thereof to any person, firm or corporation without the express written consent of the Vendor prior the construction described in sections 7 and 8, above, being completed or receiving from the Vendor a full and final release of the obligations set out in those sections.
11. In the event that the Purchaser at any time determines that it is unable to start and/or complete construction as herein provided, the Purchaser may request the Vendor to extend the time within which such construction is to be completed. The Vendor may grant such extension on such terms and conditions as may be agreed upon.
12. The Vendor shall provide to the Purchaser the Development Incentives described at Appendix 02 to this Offer, subject to the terms and conditions contained therein.

#### **E. Closing Date**

13. This offer shall be completed on or before **the 1 day of October, 2015** (the "**Closing Date**") on which date vacant possession of the Property shall be given to the Purchaser unless otherwise provided for herein.

#### **F. Rights of Arms-length first Mortgagees preserved**

14. Nothing in this Offer shall interfere with or derogate from the rights and entitlements of an arms-length, first mortgagee with respect to the Property where such charge is secured for the purposes of financing the construction contemplated herein. For greater clarity, should an arms-length, first mortgagee register a charge upon title to the Property subsequent to or on the Closing Date, where such charge is secured for the purposes of financing the construction contemplated herein, the rights of the Vendor contained in this Offer (specifically including the option to re-purchase the Property contained in section 9) shall not interfere with the rights of that mortgagee to enforce any provisions of its charge/mortgage.
15. If and when this Offer is registered on title to the Property in accordance with section 38 below, the Vendor agrees that such registration shall be postponed to any charge registered by an arms-length, first mortgagee where such charge is secured for the purposes of financing the construction contemplated herein.
16. For the purposes of this part, an "arms-length" mortgagee is a mortgagee that is not a "related person" to the Purchaser as that term is defined in section 251 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.). Chartered Banks and credit unions are explicitly deemed arm`s-length for the purposes of this offer.

#### **G. Facsimile**

17. Either party may execute this document by signing a facsimile thereof. In all respects, a facsimile signature may be accepted as having the same effect as an

original signature.

**H. Time of Essence**

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

**I. HST**

19. This transaction is subject to the Harmonized Sales Tax (H.S.T.) and such tax is in addition to and not included in the Purchase Price. If the Purchaser is registered under the *Excise Tax Act*, the Purchaser may provide the Vendor and its solicitor with proof of H.S.T. registration and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor.

**J. Surveys and Documents**

20. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are presently in the possession or control of the Vendor. The Vendor agrees to deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title.

**K. Inspection of Property**

21. The Purchaser acknowledges having inspected the Property and understands that by executing and accepting this Offer there shall be a binding Agreement of Purchase and Sale between the Parties. The Purchaser shall be entitled to inspect the Property immediately prior to the Closing Date.

**L. Title**

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

**M. Requisitions**

23. Purchaser shall be allowed until the Closing Date to investigate the title at its own expense and satisfy itself that there is no breach of municipal or other governmental requirements affecting the Property. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, which the vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Offer shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time as the purchaser shall be conclusively deemed to have accepted the Vendor's title to



the Property.

**N. Costs of Registration**

24. The Purchaser shall pay all costs of completing the sale contemplated herein, including the legal and registration costs (including taxes) of the Vendor.

**O. Tender**

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

**P. Representations and Warranties**

26. It is agreed between the Parties that there are no representations, warranties, collateral agreements or conditions with respect to this Offer, the transaction it contemplates or the Property other than as expressed herein in writing.

**Q. Other Provisions**

27. If for any reason, any section or provision of this Offer or the application thereof to any person, entity or circumstances shall be held to any extent to be invalid, unenforceable or contrary to any existing or future laws, then the remainder of this Offer, or the application of such section or provision, to persons, entities, or circumstances other than those with respect to which it has been held invalid or unenforceable shall not be affected thereby and each section and provision shall be valid and enforced to the fullest extent permitted by law.
28. This Offer and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

**R. Deficiency Notices & Work Orders**

29. The Vendor represents that as of the date of its signature to this Offer, the Vendor has not received and is not aware of any deficiency notice or work order issued by any governmental authority that affects the Property. Should the Vendor receive any such deficiency notice or work order prior to the completion of this transaction, the Vendor shall notify the Purchaser forthwith and produce same for inspection. If, prior to the Closing Date, the Vendor has not (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the Purchase Price arising out of the deficiency notice or work order, the Purchaser shall have the option of either (a) accepting the Property subject to the deficiency notice or work order, or (b) terminating this Offer. In the event of termination as described, all money paid hereunder shall be returned to the Purchaser without interest or deduction.

**S. Governing Law**

30. This Offer shall be interpreted under and be governed by the laws of the Province of Ontario and/or the country of Canada, as applicable.

**T. Counterparts**

31. This Offer may be (but need not be) executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

**U. Release of Information**

32. The Vendor authorizes the release of any information relating to the Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for this purpose.

**V. Notices**

33. Any notice, demand, acceptance or request required to be given hereunder in writing, shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid, or by facsimile transmission (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the Purchaser as follows:

**Name(s): Laurier Loranger**  
**Address: Box 320**  
**North Cobalt, ON P0J 1R0**

**Tel: 705 648 4523**  
**Fax: n/a**

or such change of address or fax number as the Purchaser has by written notification forwarded to the Vendor; and to the Vendor as follows:

**The Corporation of the City of Temiskaming Shores**  
**325 Farr Drive**  
**Haileybury, ON P0J 1K0**

**ATTN: David B. Treen**  
**Clerk**

**Tel: 705-672-3363**  
**Fax: 705-672-2911**

or such change of address as the Municipality has by written notification forwarded to the Purchaser.

34. Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- a) if delivered, on the date of delivery;
  - b) if mailed, then on the fifth day after the mailing thereof; or
  - c) if faxed, on the date of faxing provided an original receipt confirmation can be provided.

**W. Non-fettering of Municipal Council's Discretion**

35. The Purchaser acknowledges that the execution of this Offer by the Vendor shall not in any way or manner fetter the discretion or authority of the municipal council as an approval authority or provide any advantageous planning consideration or treatment under the *Planning Act*, R.S.O. 1990, c. P.13 or the *Municipal Act, 2001*, S.O. 2001, c. 25, regarding the approval and regulation of land development and land use with respect to the Purchaser's lands.
36. In addition to the discretion and authority conferred upon the Vendor by law as an approval authority, the Vendor may refuse to approve and/or issue a building permit for the Property if the proposed construction does not accord with the construction described in section 7 above.

**X. Registration of Offer once accepted and Closed**

37. After Closing, the Purchaser hereby consents to this Offer, together with any appendices thereto, being registered against title to the Property. The covenants, agreements, conditions and undertakings herein contained on the part of the Purchaser shall run with the Property and shall be binding upon it, its successors and assigns as Purchasers and occupiers from time to time and this covenant shall be to the benefit of the Vendor and its lands and highways appurtenant and adjacent to the Property. The cost of such registration shall be borne by the Purchaser as part of the costs payable under section 24.

**Y. Covenants survive Closing and do not Merge**

38. The Vendor and Purchaser acknowledge and agree that the provisions of sections 7 to 12, 14 to 16 and 36 to 38 (inclusive) of this Offer shall not merge on the closing of the transactions contemplated herein but shall remain in full force and effect thereafter until the construction described in sections 7 and 8, above, is completed or the Vendor provides a full and final release of the obligations set out in those sections.

**In witness whereof** the Parties hereto have set their hands and seals the day and year first above written.

**The Vendor has signed at Haileybury this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

) **Corporation of the City of**  
) **Temiskaming Shores**  
)  
)  
)  
)  
) \_\_\_\_\_  
) Mayor – Carman Kidd  
)  
)  
) \_\_\_\_\_  
) Clerk – David B. Treen

We have the authority to bind the Corporation.

**The Purchaser hereby accepts the above offer**

**Signed at Haileybury, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

) **Purchaser:**  
  
\_\_\_\_\_  
Laurier Loranger

**Appendix 01– Description of Lands**

1. The lands indicated with an “X” in the table below form the “Property” as indicated in Section 1 of the Offer.

<b>Selection (mark “X” only one)</b>	<b>Project</b>	<b>PIN</b>	<b>Roll No.</b>	<b>Legal Description</b>	<b>Civic Address / Description</b>
X	6		5418-030-009- 456.00	Plan M-52NB; Lots 70,72 Parcel 10954 SST	Carter Blvd, North Cobalt (between 74 Carter Blvd. & 390 Lakeview Drive)

## **Appendix 02 – Development Incentives**

1. This Appendix describes the Development Incentives referred to in section 12 of the Offer and forms part of the Offer to Sell. Defined terms in the body of the Offer to Sell are incorporated into this Appendix.
2. In this Appendix:

**Construction Period**” means the period of time commencing on the Closing Date and ending on the earlier of (i) the date that the construction described in section 7 of the offer is completed, or (ii) the expiration of three (3) years.
3. Subject to the terms and conditions described herein, the Vendor agrees to waive the following fees and charges otherwise payable to the Vendor by the Purchaser pursuant to City of Temiskaming Shores By-law No. 2008-01 (the “**Fees By-law**”) or otherwise payable in respect of the Property during the Construction Period:
  - (a) all fees described as “Building Permits” fees in Schedule “E” to the Fees By-law;
  - (b) all fees described as “Planning Fees” in Schedule “E” to the Fees By-law;
  - (c) all fees described as “Entrance Fees” in Schedule “E” to the Fees By-law;
  - (d) water and sanitary sewer connection fees, but does not include:
    - i. extension of water, sanitary sewer and stormwater service laterals from the property line or from the Vendor’s mains whichever is the case;
    - ii. repairing any road surface; or
    - iii. investigation into the location, condition and/or capacity of water, sanitary sewer service laterals
  - (e) all fees described as “Landfill Sites Tipping Fees” in Schedule “F” to the Fees By-law to a maximum of forty (40) cubic yards of non-recyclable refuse.
4. Subject to the terms and conditions described herein, the Vendor agrees to perform the following services at its sole cost and expense during the Construction Period:
  - (a) the cost of preparing this Agreement;
  - (b) the cost of the Vendor’s staff to:
    - i. review the construction design drawings to ensure that the project is energy efficient and reflects the Principles of Universal Design; and
    - ii. provide as much information regarding the property and municipal service connections as is available so that the Purchaser can make informed decisions.
5. Nothing in this Appendix shall be interpreted as relieving the Purchaser of bearing all costs and responsibilities associated with construction except those fees and services expressly set out in this Appendix.

### **C. No Waiver of Compliance with Law**

6. Despite any waiver of an amount otherwise owing to the Vendor contained in this Appendix, nothing in this Appendix shall be construed as permitting or directing the Purchaser not to comply with the terms of any applicable by-law, statute, order or regulation of any kind.

## **Appendix 03 – Principles of Universal Design**

Universal design is defined as:

“The design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design.”

The concept is an evolving design philosophy.

### **Principle 1: Equitable Use**

This principle focuses on providing equitable access for everyone in an integrated and dignified manner. It implies that the design is appealing to everyone and provides an equal level of safety for all users.

### **Principle 2: Flexibility in Use**

This principle implies that the design of the house or product has been developed considering a wide range of individual preferences and abilities throughout the life cycle of the occupants.

### **Principle 3: Simple and Intuitive**

The layout and design of the home and devices should be easy to understand, regardless of the user’s experience or cognitive ability. This principle requires that design elements be simple and work intuitively.

### **Principle 4: Perceptible Information**

The provision of information using a combination of different modes, whether using visual, audible or tactile methods, will ensure that everyone is able to use the elements of the home safely and effectively. Principle 4 encourages the provision of information through all of our senses — sight, hearing and touch — when interacting with our home environment.

### **Principle 5: Tolerance for Error**

This principle incorporates a tolerance for error, minimizing the potential for unintended results. This implies design considerations that include fail-safe features and gives thought to how all users may use the space or product safely.

### **Principle 6: Low Physical Effort**

This principle deals with limiting the strength, stamina and dexterity required to access spaces or use controls and products.

## **Principle 7: Size and Space for Approach and Use**

This principle focuses on the amount of room needed to access space, equipment and controls. This includes designing for the appropriate size and space so that all family members and visitors can safely reach, see and operate all elements of the home.



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

### **By-law No. 2015-141**

#### **Being a by-law to adopt the Delegation of Powers and Duties Policy for the City of Temiskaming Shores**

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

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

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

**Whereas** under Section 270 (1)(6) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that every municipality shall adopt and maintain policies with respect to the delegation of powers and duties;

**And whereas** Council considered Administrative Report CS-023-2015 at the June 16, 2015 Regular Council meeting and provided provisional adoption (1<sup>st</sup> and 2<sup>nd</sup> reading) of a draft by-law for the adoption of a Delegation of Powers and Duties Policy for the City of Temiskaming Shores;

**And whereas** Council considered Supplemental Administrative Report CS-023-01-2015 at the August 4, 2015 Regular Council meeting and approved the modified Delegation of Powers and Duties Policy and directed staff to prepare the necessary by-law for consideration of third reading at the September 1, 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 for the City of Temiskaming Shores hereby adopts a Policy for the Delegation of Powers and Duties, a copy of which is attached hereto as Schedule "A" forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first and second time** this 16<sup>th</sup> day of June, 2015.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Read a third time and finally passed** this 1<sup>st</sup> day of September, 2015.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law No. 2015-141**

**Delegation of Powers and Duties Policy**

## Delegation of Powers and Duties Policy

### Purpose

Section 270 of the *Municipal Act, 2001* as amended (the "Act") requires that all municipalities adopt and maintain a policy with respect to the delegation of Council's legislative and administrative authority.

The purpose of this policy is to set out the scope of the powers and duties which Council may delegate its legislative and administrative authority and to establish principles governing such delegation. This policy has been developed in accordance with the Act in order to comply with its other applicable sections, including section 270. This Policy applies to all committees of Council, departments and staff.

### Definitions

- i. **Legislative Powers** includes all matters where Council acts in a legislative or quasi-judicial function including enacting by-laws, setting policies, and exercising decision making authority;
- ii. **Administrative Powers** includes all matters required for the management of the corporation which do not involve discretionary decision making.

### Policy Statement

The Council of The Corporation of the City of Temiskaming Shores, as a duly elected municipal government is directly accountable to its constituents for its legislative decision making, policies and administrative functions. Council's decisions are generally expressed by by-law or resolution of Council carried by a majority vote. The efficient management of the municipal corporation and the need to respond to issues in a timely fashion require Council to entrust certain powers and duties to designated staff while concurrently maintaining accountability, which can be effectively accomplished through the delegation of certain legislative and administrative functions. Council authority will be delegated within the context set out in the Act and will respect the applicable restrictions outlined in the Act.

### Policy Requirements

1. All delegations of Council powers, duties or functions shall be effected by by-law;
2. Unless a power, duty or function of Council has been expressly delegated by by-law, all of the powers, duties and functions of Council remain with Council;
3. A delegation of a power, duty or function under any by-law to any member of staff includes a delegation to a person who is appointed by the City Manager or selected from time to time by the delegate to act in the capacity of the delegate in the delegate's absence;

4. Subject to section 3, a person whom a power, duty or function has been delegated by by-law has no authority to further delegate to another person any power, duty or function that has been delegated, unless such sub-delegation is expressly permitted;
5. Legislative matters may be delegated by Council where they are minor in nature or where Council has explicitly provided for the terms and conditions under which the powers shall be exercised, and must take into account the limitations set out in the Act;
6. Administrative matters may generally be delegated to staff subject to the conditions set out in the delegation and in this policy, and must take into account the limitations set out in the Act;
7. Council has authorized the delegation of specific administrative matters to those individuals listed in Appendix 01 subject to the terms set out therein.

### **General Delegation Limits and Rules**

In exercising any delegated power, the delegate shall ensure the following:

- Any expenditure related to the matter shall have been provided for in the current year's budget (or as authorized by the City's Purchasing By-law);
- The scope of the delegated authority shall not be exceeded by the delegate;
- Where required by the specific delegated authority, reports shall be submitted to Council advising of exercise of a delegated power and confirming compliance with the delegated authority and this policy;
- All policies regarding insurance and risk management shall be complied with;
- Delegates shall ensure the consistent and equitable application of Council policies and guidelines;
- Any undertaking or contract with a third party shall be subject to the approval of the City Manager.

## Appendix 01

### Delegation of Powers and Duties

#### 1. City Manager

The following duties and responsibilities are delegated to the City Manager.

- 1.1 to direct and coordinate the business of the City in all its branches and departments in accordance with the policies and plans established and approved by Council;
- 1.2 to direct and coordinate the preparation of plans and programs to be submitted to the Council and to the appropriate Committees of Council for the development, construction, maintenance, improvement and rehabilitation of the City property and facilities and for the development and improvement of City services;
- 1.3 to direct and coordinate the compilation, consideration and presentation to Council, and the appropriate Committees, recommendations arising from departmental operations, which require Council's approval and to propose by-laws or resolutions arising from such recommendations;
- 1.4 to direct the preparation and compilation of and to present to Council, the annual estimates of revenues and expenditures and the annual review of the periodic capital forecasts;
- 1.5 to exercise general financial control over all departments in terms of the approved appropriation;
- 1.6 to direct the placing and maintaining of adequate insurance on all City property,;
- 1.7 to administer such agreements and in general to be responsible for wage and salary administration subject to normal grievance procedures, and to recommend to Council and its appropriate Committee, a system of grievance procedures for such employees as are not covered by existing agreements, or included in collective bargaining units;
- 1.8 to have full control and direction of all City employees, except with respect to the statutory duties of such officials as are appointed pursuant to statute, and also subject to the personnel policies approved by Council;
  - i. to have authority to recommend to Council the appointment, employment, suspension or dismissal of Managing Directors or the Treasurer;
  - ii. to have authority to appoint, employ, suspend or dismiss for cause employees below the rank of Managing Directors or the Treasurer and not covered by collective bargaining agreements, subject to their right to appeal to Council in respect of any suspension or dismissal;

- iii. to have authority to appoint and employ other employees of the City in accordance with procedures contained in collective bargaining agreements, and to suspend or dismiss such employees for cause, subject to the normal grievance procedures contained in the relevant collective bargaining agreements;
- 1.9 to present to the Council reports and information regarding progress and accomplishments of programs and projects, the status of revenues and expenditures, and the general administration of the City;
- 1.10 to have cognizance of all correspondence and communications to the Corporation and to receive all communications from the several local boards and commissions and to direct the submission of the same to the Council, together with his/her recommendations thereon;
- 1.11 to meet with Senior Management regularly to discuss matters of policy which have been agreed upon by the Council and to coordinate all departmental activities; and
- 1.12 to perform such other duties and exercise such other powers as the Council may from time to time lawfully assign to him/her.

## **2. Facility Rentals**

That the Director of Recreation or his/her delegate be authorized to enter into agreements associated with the rental of facilities. These activities would include such things as ice and field rental, park rentals and arena rentals for conventions, concerts and special events.

## **3. Municipal Freedom of Information and Protection of Privacy Act**

The Clerk shall be delegated to act as head of the institution for the purpose of the *Municipal Freedom of Information and Protection of Privacy Act*.

## **4. Temporary Road Closures**

The Director of Public Works and/or the Roads Superintendent be delegated the authority to approve temporary road closures for the purpose of special events and infrastructure construction and/or repair.

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2015-160**  
**Being a by-law to adopt a Procedural Policy for the**  
**Disposal of Real Property**

**Whereas**, Section 268 of the Municipal Act, S.O. 2001, C.25, as amended, requires that every council with authority to sell or otherwise dispose of real property shall by by-law establish procedures governing the sale of real property, including a lease of 21 years or longer;

**And whereas**, the by-law must include a provision that council shall officially declare, by resolution, the real property to be surplus;

**And whereas**, the by-law must include a provision that council shall obtain at least one appraisal of the fair market value of the real property;

**And whereas**, the by-law must include a provision that council shall give notice to the public of the proposed sale;

**And whereas**, the by-law could include a provision authorizing different procedures for different classes of real property;

**And whereas**, the Minister, by regulations, has prescribed classes of real property and certain bodies for which an appraisal is not required;

**And whereas**, Council considered Administrative Report No. CGP-032-2015 at the July 7, 2015 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a new Disposition of Land Policy for consideration of first and second reading at the August 4, 2015 Regular Council meeting and third and final reading at the September 1, 2015 Regular Council meeting.

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores in accordance with the provisions of Section 268 of the Municipal Act 2001, S.O. c. 25 enacts as follows:

1. That Council for the City of Temiskaming Shores adopts a Disposition of Land Policy identified as Schedule "A", attached hereto and forming part of the by-law.
2. That this by-law shall become effective on the date of passing thereof.
3. That By-law No. 2004-031 is hereby repealed.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where



such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first and second time** this 4<sup>th</sup> day of August, 2015.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Read a third and final time and passed** this 1<sup>st</sup> day of September, 2015.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law No. 2015-160**

**Disposition of Land Policy**

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## **Section 1: Title, Scope, Conflicts, Validity**

### **1.1 Short Title**

This by-law may be cited as the "Land Disposal By-law".

### **1.2 Scope of By-law**

The provisions of this By-law shall apply to all property within the geographic limits of the *City*, except where otherwise provided.

### **1.3 Conflicts**

Where provisions of the By-law conflict with a provision of another by-law in force in the *City*, the provisions that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well-being of the municipality, shall prevail to the extent of the conflict.

### **1.4 Validity**

It is declared that notwithstanding that any section or sections of this by-law, or parts thereof, may be found by any court of law to be bad or illegal or beyond the power of the *Council* to enact, such section or sections or parts thereof shall be deemed to be severable and that all sections or parts of this by-law are separate and independent from the other and enacted as such.

## **Section 2: Definitions**

**Abutting** shall mean *land* adjoining another parcel having one or more lot lines in common.

**Appraisal** shall mean the property valuation as determined by a current member of the *Appraisal Institute of Canada* with a Canadian Residential Appraiser (CRA) or Accredited Appraiser Canadian Institute (AACI) designation.

**Assessed Value** shall mean the property valuation as determined by the Municipal Property Assessment Corporation (MPAC) and as listed on the current property tax roll.

**City** shall mean The Corporation of the City of Temiskaming Shores.

**Council** shall mean the *Council* for The Corporation of the City of Temiskaming Shores.

**Dispose** shall mean the sale of *land* or the lease of *land* for a period of 30 years or longer.

**Land** shall mean property, lands, and premises or any proprietary interest in land which is owned by the *City* including all easements, *streets* and leasehold interests of the *City*, including but not limited to vacant lots, parks, parking lots, water lots, open space, buildings, and lands laid out as *streets*.

**Proponent** shall mean an individual, organization, or agency that shows an interest in purchasing *land*.

**Public Notice** shall mean providing notice to the public that *Council* is considering disposing of *land*.

**Street** shall include but not be limited to opened or unopened highways, streets, lanes, roads, road allowances, and rights of way.

### **Section 3: Disposal Methods**

One or more of the following disposal methods may be utilized:

1. Direct sale by the *City*
2. Public Tender or Request for Proposals
3. Public Auction
4. Listing land with a broker and/or real estate firm at a negotiated commission
5. Posting on the proposed land to be sold a "For Sale" sign which will include contact information for inquiries
6. Funding agreements
7. Direct negotiation
8. Direct advertising
9. Property exchange

### **Section 4: Determining Fair Market Value**

One or more of the following methods may be utilized to determine the fair market value:

1. Obtaining an *appraisal*
2. Using the *assessed value*
3. Comparing recent sales of similar properties based on willing buyer / willing seller
4. Using recent *appraisals* for similar properties

5. Negotiation
6. Public Tender, Request for Proposals, or Auction

### **Section 5: Exemptions to Fair Market Value**

The following land may be sold without determining fair market value:

1. *Land* 0.3 metres or less in width acquired in connection with an approval or decision under the Planning Act
2. Closed *street* if sold to an owner of land *abutting* the closed *street*
3. *Land* that does not have direct access to a *street* if sold to the owner of land *abutting* that land
4. Easements granted to public utilities or telephone companies
5. *Land* that is sold to a local board or local agency
6. *Land* that is sold to the Crown in the right of Ontario and their agencies or another municipality
7. Cemetery plots

### **Section 6: Public Notice**

*Public Notice* shall be given at least one week prior to a public meeting and shall be given in one or more of the following ways:

1. Advertising in a local newspaper at least two weeks prior to the public meeting
2. Posting a notice on the *City's* website, Facebook page, twitter or other social media
3. Mailing or e-mailing notices to *abutting* property owners
4. Posting a sign on the property
5. In the case of the *disposal* of parkland, all property owners within 120 metres of the park must be advised by mail of the *City's* intent to *dispose* of the *Land*

The *Public Notice* shall contain the following information:

1. Legal description
2. Municipal address or location of the *Land*
3. Key Map
4. Date, time and location of the public meeting

5. The name and contact information for the staff member that can provide additional information about the property or the *disposal*

The *Public Notice* may also contain other information including but not limited to:

1. *Proponent's* name
2. Existing and proposed use
3. Proposed planning applications
4. Description of the *land* including but not limited to size, zoning, description of buildings, improvements or fixtures
5. The manner by which the *disposal* is proposed to be carried out

### **Section 7: Public Meeting**

A public meeting shall be held for the purpose of providing the public with information about the proposed *disposal* of *land* and to give the public an opportunity to speak in favour of or against the proposed *disposal*.

### **Section 8: Proponent to Pay for all Costs**

It is *Council's* intent that the *proponent* shall pay directly or reimburse the *City* for costs associated with the *disposal* of *land*. Costs may include but are not limited to the following:

1. Fair market value
2. Appraisal costs
3. Survey costs
4. Legal costs such as a title search; costs to register or de-register easements, notices and agreements; land transfer costs; name changes; registration of deeming by-laws and *street* closure by-laws; taxes; disbursements. Legal costs include the *Proponent's* legal costs and the *City's*.
5. Advertising Costs
6. Land Titles Costs
7. Real Estate Commissions
8. Costs incurred by the *City* to make the *land* marketable such as planning application fees, records of site condition, and studies prepared by qualified consultants
9. Staff time

### **Section 9: Exceptions**

Where appropriate, *Council* may choose to *dispose* of *land* at less than fair market value and may choose to waive the requirement to be reimbursed for the items listed above if it is in the best interest of the *City* including but not limited to *land* for charitable or altruistic reasons such as affordable housing, intensification, re-development, economic development, and job creation.

In order to encourage re-development of existing *land* and buildings, *Council* may enter into an agreement with a *proponent* in order to waive fees associated with development if it is in the best interest of the *City*. Fees associated with development may include but are not limited to in-kind costs such as fees for landfill tipping, building permits, entrance permits, and planning applications.

*Council* may exchange *land* and buildings with a *proponent* if it is in the best interest of the *City*. Some reasons that *land* or buildings may be exchanged are to obtain a parcel of *land* that is more usable, or to implement a policy document such as a Community Plan or Master Plan.

### **Section 10: Proceeds from the Disposal of Land**

*Council* shall direct proceeds from the *disposal* of *land* to the following two reserves:

1. Proceeds from the *disposal* of parkland shall be directed to the Cash-in-lieu of Parkland Reserve Fund to be used for park and other public recreation purposes.
2. Proceeds from the *disposal* of other *land* shall be directed to the Community Development Reserve.

### **Section 11: Exemption for Disposal of Industrial and Commercial Land**

For *land* that is zoned Industrial or commercial, the *City* is not required to give *public notice* or hold a public meeting prior to passing a By-law to *dispose* of the *land*.



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

**By-law No. 2015-183**

**Being a by-law to confirm certain proceedings of Council of  
The Corporation of the City of Temiskaming Shores for its  
Regular meeting held on September 1, 2015**

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

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

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

**And whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **September 1, 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 1<sup>st</sup> day of September, 2015.

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Mayor – Carman Kidd

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Clerk – David B. Treen