



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, October 3, 2017
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive**

Agenda

- 1. Call to Order**

- 2. Roll Call**

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

4. Approval of Agenda

Draft Motion

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

5. Disclosure of Pecuniary Interest and General Nature

6. Review and adoption of Council Minutes

Draft Motion

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

- a) Regular Meeting of Council – September 19, 2017

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

- a) Bill Brookfield, member – New Liskeard Lion’s Club

Re: Kayak Challenge – Thank You

10. **Communications**

- a) Jenita Naylor, Hope Box Team

Re: Request for Proclamation – October 15th as “Pregnancy and Infant Loss Awareness Day”

Reference: Motion to be presented under New Business

- b) Candy K. Beauvais, Clerk-Treasurer – Municipality of Killarney

Re: Request for Support – proposed changes to Ambulance Act and Fire Protection & Prevention Act

Reference: Received for Information

- c) Théo Noel de Tilly, Manager (Small Business Enterprise Centres) – Ministry of Northern Development and Mines

Re: Enterprise Temiskaming – Amendment No. 1 to extend operations to March 31, 2019

Reference: Motion under New Business

- d) Sheila Olan-Maclean, President – Ontario Coalition for Better Child Care

Re: Request – Proclaim Child Care Worker & Early Childhood Educator Appreciation Day

Reference: Received for Information

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the New Liskeard Business Improvement Area Board meeting held on September 12, 2017;
- b) Minutes of the Temiskaming Mayors Action Group meeting held on September 9, 2017;
- c) Minutes of the Temiskaming Shores Public Library Board meeting held on June 21, 2017; and
- d) Minutes of the Temiskaming Shores Public Library Board meeting held on September 5, 2017.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Protection to Persons and Property Committee meeting held on August 31, 2017.
- b) Minutes of the Public Works Committee meeting held on August 31, 2017; and
- c) Minutes of the Building Maintenance Committee meeting held on August 31, 2017.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Proclamation – Teachers of English as a Second Language Week 2017

Draft Motion

Whereas the Province of Ontario has welcomed many people from around the world who have chosen this province as the place to start a new life in Canada; and

Whereas many of these immigrants undertake to learn English in order to communicate with their fellow Ontarians, allowing them to start the process of building productive and rewarding lives in their new country; and

Whereas this diverse and multifaceted group of learners of English as a Second Language can be found throughout all levels of society in Ontario, whether they are students in school, teachers, researchers, caregivers, volunteers and workers, business owners and employees, professionals and labourers, all benefit from instruction in English as a Second Language and use that new knowledge to contribute to this province on an ongoing basis; and

Whereas the professional organization “Teachers of English as a Second Language” (TESL) Ontario hosts a conference each fall in Toronto that features professional development in the form of workshops, keynote speakers and diverse presentations for teachers of English as a Second Language to develop, update and expand their knowledge base, skills and abilities to aid newcomers to our province in their efforts to acquire English language skills.

Now therefore be it resolved that Council of the City of Temiskaming Shores does hereby proclaim October 29th to November 4th, 2017 as “**English as a Second Language Week**” in the City of Temiskaming Shores.

b) Support – Timiskaming Board of Health – Provincial Alcohol Strategy

Draft Motion

Whereas the Ontario Public Health Association (OPHA) Alcohol Workgroup recently created an advocacy package highlighting the ongoing modernization of retail alcohol sales in Ontario; and

Whereas the workgroup prepared a briefing note, template cover letter and infographic to help engage senior leadership and Boards of Health to help facilitate advocacy efforts on this issue; and

Whereas the Timiskaming Board of Health prepared and considered a briefing in regards to the Provincial Alcohol Strategy which states in part ***“In light of the absence of a provincial alcohol strategy and the modernization of retail alcohol sales in Ontario, several Boards of Health have recently passed resolutions supporting the call for a comprehensive province-wide strategy”***; and

Whereas the Timiskaming Board of Health adopted a motion supporting the Ontario Public Health Association Advocacy package to call on the Government of Ontario to fulfil its commitment to develop a comprehensive, province-wide, evidence-based strategy to minimize harm and support the safe consumption of alcohol.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the Timiskaming Board of Health and petitions the Government of Ontario to fulfill its commitment to develop a comprehensive, province-wide, evidence-based strategy to minimize harm and support the safe consumption of alcohol.

c) Support – Bill 141: The Pregnancy and Infant Loss Research and Care Act – Pregnancy and Infant Loss Awareness Day

Draft Motion

Whereas in December 2015 the Government of Ontario passed Bill 141 – The Pregnancy and Infant Loss Research and Care Act with one of the key features being the declaration of October 15th as Pregnancy and Infant Loss Awareness Day in Ontario; and

Whereas hundreds of communities are helping to raise awareness of this important day through proclamations; and

Whereas since October 2013 Hope Box has been providing grief support resources for families who have experienced pregnancy and infant loss through many community partnerships; and

Whereas there are 18 Hope Box Teams across Canada and more than 300 Hope Boxes have been given out at no cost to such families in Northern Ontario by the Hope Box Team in Swastika.

Now therefore be it resolved that Council of the City of Temiskaming Shores does hereby proclaim October 15th as “**Pregnancy and Infant Loss Awareness Day**” in the City of Temiskaming Shores.

d) Additional approval of attendance to the Rural Ontario Municipalities Association (ROMA) Conference – January 21-23, 2018

Draft Motion

Be it resolved that Council of the City of Temiskaming Shores approves the attendance of Mayor Kidd to the Rural Ontario Municipalities Association (ROMA) Conference scheduled for January 21 to January 23, 2018 in Toronto; and

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

e) Enterprise Temiskaming – Amendment No. 1 to extend operations to March 31, 2019

Draft Motion

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of correspondence from the Ministry of Northern Development and Mines (MNDM) in regards to Amendment No. 1 to extend the operations of Enterprise Temiskaming to March 31, 2019; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2014-194 being an agreement with MNDM for the operation of Enterprise Temiskaming Small Business Enterprise Centre in accordance with Amendment No. 1 for consideration at the October 3, 2017 Regular Council meeting.

f) January to September 2017 – Capital Projects Financial Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to September 2017 Year-to-Date Capital Report for information purposes.

g) Memo No. 027-2017-CS – Amendment No. 2 – By-law No. 2016-144 – FedNor Funding – New Liskeard Library

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 027-2017-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2016-144 being an agreement under the Canada 150 Community Infrastructure Program for upgrades to the Temiskaming Shores Library – New Liskeard Branch to extend the completion date to March 31, 2018.

h) Memo No. 028-2017-CS – Federation of Canadian Municipalities – Funding Approval – Municipal Asset Management Program

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 028-2017-CS; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Federation of Canadian Municipalities under the Municipal Asset Management Program for Mobile Sensing Roads Assessment and GIS Based Software Analytics Platform to an upset limit of \$49,754 for consideration at the October 3, 2017 Regular Council meeting.

i) Administrative Report No. CS-036-2017 – Lease Agreement – Dr. Brittany Barron – Haileybury Medical Centre

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-036-2017; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Doctor Brittany Barron for the rental of 442 square feet of office space in the Haileybury Medical Centre from November 1, 2017 to

October 31, 2019 at a rate of \$13.17 per square foot and to apply a Consumer Price Index (CPI) increase annually for the term of the lease for consideration at the October 3, 2017 Regular Council meeting.

j) Memo No. 017-2017-PW – Contract Change Orders for Pedersen Construction (2013) Inc. and exp Services – Temiskaming Shores Infrastructure Upgrade Project

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 017-2017-PW;

That Council approves Appendix 01 to Memo Mo. 017-2017-PW being a Contract Change Order in the amount of \$107,300 plus applicable taxes to alleviate surcharging issues at the New Liskeard Lagoon to Pedersen Construction (2013) Inc.; and

That Council approves Appendix 02 to Memo Mo. 017-2017-PW being a Contract Change Order in the amount of \$12,215 plus applicable taxes for the design to alleviate surcharging issues at the New Liskeard Lagoon to exp Services.

k) Administrative Report No. PW-034-2017 – 2017-2018 Winter Operations Plan

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-034-2017 and more specifically Appendix 01 - Proposed 2017-2018 Winter Operations Shift Schedule;

That Council directs Staff to finalize the 2017 – 2018 Winter Operations Plan and prepare the necessary by-law for consideration at the October 3, 2017 Regular Council meeting; and

That Council directs the Director of Public Works to advise staff in the Public Works Department, in writing, of the intent to commence the Winter Operations Schedule on or about Sunday, November 12, 2017 and conclude on or about Friday, April 13, 2018.

I) Highway 11 Two+One Pilot Project

Draft Motion

Whereas a resolution was circulated on October 6, 2015 requesting support for the four-laning of Highway 11 from North Bay to Cochrane, which was supported by 34 municipalities from Northeastern Ontario; and

Whereas meetings were held with the Ministry of Transportation (MTO) and the Ontario Provincial Police (OPP) to review traffic counts and other statistics; and

Whereas the MTO informed the Committee that we did not meet the requirements for MTO to consider four-laning this portion of Highway 11; and

Whereas OPP findings showed that accidents were spread out over the entire length of the highway and not just in certain high risk areas, with 15% involving Commercial Motor Vehicles, causing death or injuries; and

Whereas Highway 11 is the preferred truck route connecting Ontario to Manitoba and Western Canada and almost all goods and services travel by truck through the Timiskaming and Cochrane Districts; and

Whereas the amount of transports and tourist traffic has been steadily increasing over the last few years, raising safety issues for those using this two-lane highway; and

Whereas when major accident investigations occur the road is closed down for periods of 8 to 10 hour, with no detours being available in many areas, resulting in isolation of our residents; and

Whereas the two plus one roads program has been successful in many European countries.

Now therefore be it resolved that the Council of City of Temiskaming Shores firmly endorses and petitions the Government of Canada, the Government of Ontario and the Ministry of Transportation to develop a pilot project involving a two plus one roads program, somewhere between North Bay and Cochrane; and

Further, that this resolution be sent to the Temiskaming Municipal Association (TMA), the Northeastern Ontario Municipal Association (NEOMA), the Federation of Northern Ontario Municipalities (FONOM) and all municipalities in the Nipissing, Timiskaming and Cochrane Districts for their support; and

Further that all resolutions of support be copied to the City of Temiskaming Shores for submission to the Members of Parliament of Nipissing-Timiskaming and Cochrane-James Bay; the Members of Provincial Parliament for Nipissing, Timiskaming-Cochrane and Timmins-James Bay; the Premier of Ontario; and the Minister of Transportation.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2017-097 Being a by-law to enter into an Agreement with Agnico Eagle Mines Limited for the disposal of Waste from the Cobalt Lode Site at the Haileybury Landfill Site

By-law No. 2017-125 Being a by-law to adopt the 2017-2018 Winter Operations Plan for the City of Temiskaming Shores

By-law No. 2017-126 Being a by-law to amend By-law No. 2016-144 to extend the Funding Agreement with FedNor under the Canada 150 Community Infrastructure Program for upgrades to the New Liskeard Branch Library until March 31, 2018

By-law No. 2017-127 Being a by-law to enter into a lease agreement with Dr. Brittany Barron for the rental of space at the Haileybury Medical Centre

By-law No. 2017-128 Being a by-law to amend By-law No. 2014-194 to extend the Agreement with the Ministry of Northern Development and Mines for the operation of Enterprise Temiskaming Small Business Enterprise Centre until March 31, 2019

By-law No. 2017-129 Being a by-law to enter into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Municipal Asset Management Program for Mobile Sensing Roads Assessment and GIS Based Software Analytics Platform

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2017-097;

By-law No. 2017-125;

By-law No. 2017-126;

By-law No. 2017-127;

By-law No. 2017-128; and

By-law No. 2017-129

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

17. Schedule of Council Meetings

- a) Regular – Tuesday, October 17, 2017 at 6:00 p.m.
- b) Regular – Tuesday, November 7, 2017 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2017-130 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 **October 3, 2017** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2017-130 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 _____ p.m.



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, September 19, 2017
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Carman Kidd at 6:03 p.m.

2. Roll Call

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

Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Kelly Conlin, Director of Corporate Services (A)
Tim Uttley, Fire Chief
Jennifer Pye, Planner
Mitch Lafreniere, Manager of Physical Assets

Regrets: None

Media: Bill Buchberger, CJTT 104.5 FM
Darlene Wroe, Temiskaming Speaker

Members of the Public Present: 29

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2017-360

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2017-361

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

a) Regular Meeting of Council – September 5, 2017

Carried

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

7.1. Land Purchase Request – Roland Road and Raymond Street

Requester: District of Timiskaming Social Services Administration Board (DTSSAB)

Subject Land: Part 2 on Plan 54R-1380 (intersection of Roland Road & Raymond Street)

Purpose: DTSSAB is seeking to acquire lands for the development of Affordable / Accessible-Barrier Free housing.

Mayor Kidd outlined that the public meeting scheduled tonight is to consider an application to purchase municipally owned property and that the public meeting serves two purposes: first, to present to Council and the public the details and

background to the proposed purchase and secondly, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting and asked the Clerk, Dave Treen to provide the background to the proposed application.

Municipal Clerk, Dave Treen utilizing powerpoint indicated that DTSSAB provided correspondence at the August 8, 2017 Council meeting outlining their desire to acquire a portion of city land at the intersection of Raymond and Roland as a preferred site for the development of affordable housing. DTSSAB is looking at constructing 2 separate buildings with 4 units in each that are 2 bedroom with a minimum floor space of 850 ft² with rental rates for 4 units to be affordable and 4 units to be market value with a target market of low to moderate income seniors and families with dependents who require barrier free housing.

DTSSAB is seeking funding from the Ministry of Municipal Affairs and Housing's Investment in Affordable Housing (IAH) program up to \$150k/unit for those units deemed affordable (\$600 k). Under the IAH program the benefiting municipality (Temiskaming Shores) must participate in the process with some type of financial assistance and Council considered the proposal during the closed portion of the September 5, 2017 Regular meeting and approved in principal the City's interest in a potential sale and established a working group to investigate the level of involvement from the municipality in order to comply with IAH requirements.

Mr. Treen outlined that an appraisal was completed for the entire Part 2 on Plan 54R-1380; however based on discussions with DTSSAB their immediate needs would be accommodated with 28,000 ft² (approx. 30%) of the lands appraised. The 28,000 ft² portion would be appraised at \$56,027. It was noted that a new feeder main was installed to the water reservoir to the north of the subject property along the east boundary of Part 2, thus a reference plan would have to illustrate that portion being considered for disposition as well as the feeder main. In the event that Council does sell the land to DTSSAB and based on their proposed development an amendment to the zoning by-law would be required. The reference plan would also be required to legally transfer a portion to DTSSAB.

Mr. Treen indicated that under the IAH program the Ministry is seeking a contribution equal to the difference between the Multi-res and Residential Tax Rate based over a 20 year period. Since these would not be taxed in this manner, staff calculated and is proposing an amount equal to the City's Charitable Tax Rebate (40%) over 20 years which is calculated to be in the range of \$98,000.

Staff reviewed various aspects of the potential development and identified the following potential contributions for consideration:

Donation of Land	\$ 56,000
Building Permit Fees	5,000
Survey (Reference Plan)	10,000

Water/Sewer connections	20,000
Zoning Amendment	2,000
<u>Legal Fees</u>	<u>5,000</u>
Total:	\$98,000

These values were shared with the Ministry through DTSSAB and the have confirmed that they would satisfy the requirements under the IAH program.

Mr. Treen concluded by indicating that staff is recommending that Council adopt a resolution agreeing in principal to donate a portion of Part 2 to DTSSAB for the development of Affordable Housing, and preparation a reference plan to permit the transfer of ownership for that portion and that prior to a sale an Administrative Report would be presented at a future meeting.

Mayor Kidd thanked Mr. Treen for the presentation and inquired if there were any questions or comments from members of the public and if so, to approach the podium and give your name and address so that it can be recorded in the minutes.

Pauline Woolridge – 214 Raymond St.

Objects to proposal as the subdivision has been limited to single family residences and does not feel low income residence is appropriate as it will lower property values. The construction of the motel (Holiday Inn) and car dealership (Toyota) has lowered values and privacy has been lost; having to deal with 10 large lights on at night. Property values go down while taxes continue to go up. Inquired as to how the property taxes on the proposed units would be \$98,000 over 20 years, when she would pay that on her property alone.

Inquired if there would be any type of screening of tenants as she understands these types of housing attract people on welfare and drugs and is this what we have to look forward to, an increase in crime. Recommends it be put downtown closer to skatepark, arena, hospital, etc.

City Manager, Chris outlined that the \$98,000 is based on a rebate of 40% over the 20 year period for the one complex (affordable units). The estimated taxes for one unit is \$12,000 per year or \$24,000 per year for the entire property.

Pauline inquired if the units were single or double storey and what the lighting would be like around the buildings. In response it was indicated that it is the City's understanding that they will be single storey as they are proposing barrier-free design. In regards to lighting the City has not received any details on the site plan for the development at this time.

Pauline inquired as to how Council will obtain all these plans before selling the land or will it be a surprise after the property is sold and they decide to build two or three storey units.

City Manager, Chris Oslund outlined that when the Holiday Inn was constructed there was no Site Plan Control (SPC) in place; however there is SPC in place now and this particular development would have to go through SPC.

Pauline outlined that currently on Raymond Street there is limited water pressure and cannot operate two appliances at the same time (i.e. washing machine, dishwasher, etc.). Director of Public Works, Doug Walsh outlined that they are experiencing difficulty in maintaining pressures and have changed two valves and a third is anticipated to be changed this Thursday. Staff have been able to isolate the issue to a short section of watermain located on Crystal between Raymond and Laurette and are hopeful to determine if there is a potential for blockage when replacing the valve on Thursday.

Monique Loranger – 259 Raymond St.

Inquired if DTSSAB would be screening potential tenants.

Diane Chartrand - 235 Raymond St.

Understands that this portion of land was donated by Mr. McKay Clements and that it was to be used for a certain purpose and inquired if there are any records to that affect. In response it was indicated that staff would search records in an attempt to verify if there were any conditions associated with the transfer.

Diane stated that the City would probably attain more money (taxes) if they divided the whole property and developed it for residential purposes. Low income typically has a lot of children and what does the Dymond subdivision offer – the skatepark, arena, beach, pool are all downtown, there is nothing up there for them. Should be located downtown.

Rose Legros -116084 Quarry Road

Main concern is with ownership by DTSSAB; Rose is speaking on behalf of residents at 100 Market Street (also owned by DTSSAB) who are feeling very insecure.

Maria Overton -105 Driftwood Drive

Inquired if Council will be requiring a Species at Risk analysis as she is concerned with the wildlife that may be affected. Staff noted that they would consult with the Ministry of Natural Resources and Forestry (MNR).

Vince Dubois -70 Driftwood Drive

Understands the housing will be for any marginalized person and does not feel that this part of town (edge of town) enables them to access services for their needs. Only amenity available is the Transit service, no sidewalks, one of the last areas to have the snow cleared and the closest access to food is Wal-Mart; length of time to walk is concerning and you have to walk on the road. Reasonable to say a housing complex for marginalized persons in this area is not the best solution.

Linda Ouellette -237 Raymond Street

A lot of people like to walk around our neighbourhood and a new daycare is opening up soon in the neighbourhood and we want to keep it safe. If it is a Senior Citizens building it would be preferred if it was similar to the Manor in New Liskeard.

Ivan Bos -265 Raymond Street

Ivan is concerned that this development will affect our investment (house) and property taxes. How will we be compensated when our house values go down. Our investment has already gone down with the construction of the Toyota and Holiday Inn. Traffic has also increased especially along Roland and Raymond and no one pays attention to the speed limits.

Madaline Pinet - 349 Crystal Crescent

Madaline outlined concerns with safety and stated that she has been required to obtain Criminal Police checks for a variety of volunteer work that she does and feels that DTSSAB should require a police check for potential tenants prior to allow them in.

Mario Bouchard – Raymond Street

Inquired if the units will be for seniors or for low income; if it is for those over 60 does not have a concern; if it is for lower income anyone can go in there and sell drugs and there is a school nearby and it would not be fair to Dymond Township.

With no further comments from the public Mayor Kidd inquired if the DTSSAB would like to make any comments. Don Studholme indicated that they have identified a need for affordable housing in Temiskaming Shores with a shortage of family units. The term affordable has been identified this evening as low income or marginalized; however we are all in the same boat, some people have better income than other people, but we all deserve to have a reasonable roof over our heads and to ensure safe affordable housing.

DTSSAB is public housing, not necessarily senior housing, and come under Provincial legislation and our housing is available to everyone and in the District of Timiskaming 60-70% of our tenants are seniors as this is a big portion of our

population. We have housing spread out throughout our district and in this case we are building two buildings, built on slab (1 storey) with eight units for families at approximately 850 ft² with two bedrooms. DTSSAB controls the number occupants in those units.

Mayor Kidd inquired if there were any questions or comments from Council. Councillor Laferriere inquired if DTSSAB has or will consider other locations. Mr. Studholme replied that proximity to the Transit Route is important and in addition a number of the units will be accessible and the Transit Buses are all accessible.

Councillor McArthur inquired about the security at the Market Street location and if there are problems. Mr. Studholme responded that in his opinion there is not a problem; there is a property caretaker on site daily. Similar to any other apartment building, cannot guarantee that 100% of the tenants are perfect 100% of the time when you have more than one tenant in your building. Don indicated that DTSSAB manages their buildings to the best of their ability, and their facility (100 Market) is different than New Liskeard Non-Profit where DTSSAB rents geared to income. Any issues are dealt with based on the circumstances either internally, through OPP or the rent tribunal system; however there are limitations in regards to dealing with the tribunal system because DTSSAB is public housing, not social housing.

Councillor Whalen inquired if DTSSAB considers schools that have been closed or do they look strictly for vacant land. Mr. Studholme responded that DTSSAB looks at locations based on the delivery of a variety of services, Social Housing, Ontario Works, Child Care and EMS within the district. DTSSAB looks at a number of aspects and try and make a decision that is of benefit to the clients that will be occupying those buildings.

With no further comments, Mayor Kidd declared this portion of the public meeting to be closed.

Note: A sign-up sheet was provided subsequent to the meeting for those that wanted to be notified of the next meeting at which this item would be discussed.

Resolution No. 2017-362

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council of the City of Temiskaming Shores acknowledges the presentation from the Municipal Clerk regarding the District of Temiskaming Social Services Administration Board's proposal to develop affordable housing;

That Council agrees in principal to donate a portion of municipal land at the corner of Roland Road and Raymond Street to DTSSAB as part of the City's contribution towards an affordable / barrier-free housing development in accordance with the

Ministry of Municipal Affairs and Housing's Investment in Affordable Housing Program (IAH);

That Council authorizes staff to engage an Ontario Land Surveyor to prepare the necessary legal reference plan; and

That Council directs staff to prepare an Administrative Report for consideration at a future meeting with respect to the finalization of the disposition of land to DTSSAB.

Carried

8. Question and Answer Period

None

9. Presentations / Delegations

- a) Josée Noel, Project Leader – Agnico Eagle Mining Ltd. & Maria Story, President, Story Environmental Inc.

Re: Disposal of Non-Hazardous Waste

Resolution No. 2017-363

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that Council acknowledges the presentation from Story Environmental on behalf of Agnico Eagle Mining Limited in regards to the disposal of Non-Hazardous Waste at the Haileybury Landfill Site.

Carried

10. Communications

- a) Jean-Claude Carrière, Community Project Officer - ACFO-Témiskaming

Re: Building Ties Temiskaming Invitation – September 20, 2017

Reference: Received for Information

- b) Chris Pittens, Program Manager – Ministry of Community Safety and Correctional Services

Re: Compliance with Emergency Management and Civil Protection Act

Reference: Received for Information

- c) James Papple, Chair – Teachers of English as a Second Language Association of Ontario

Re: Proclamation Request – “English as a Second Language Week”

Reference: Received for Information

- d) Carman Kidd, Chair – Timiskaming Board of Health

Re: Resolution – Provincial Alcohol Strategy

Reference: Received for Information

- e) Réjeanne Bélisle-Massie, Présidente – Centre culturel ARTEM

Re: Appreciation Letter and Request for certain improvements

Reference: Received for information and referred to Senior Staff

- f) Michael Burt, Funding Manager – Federation of Canadian Municipalities

Re: Municipal Asset Management Program - \$49,754 Grant – Mobile Sensing Road Assessment and GIS Based Software Platform

Reference: Received for Information

Resolution No. 2017-364

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2017-365

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

- a) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on July 26, 2017;
- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on April 26, 2017;
- c) Minutes of the District of Timiskaming Social Services Administration Board meeting held on May 17, 2017;
- d) Minutes of the District of Timiskaming Social Services Administration Board meeting held on June 28, 2017;
- e) Minutes of the Timiskaming Board of Health meeting held on June 7, 2017; and
- f) 2017 Second Quarter Board of Health Report.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2017-366

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the Corporate Services Committee meeting held on August 31, 2017.

Carried

13. Reports by Members of Council

None

14. Notice of Motions

None

15. New Business

a) Memo No. 025-2017-CS – 2018 Budget Timelines

Resolution No. 2017-367

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 025-2017-CS for information purposes.

Carried

b) Memo No. 026-2017-CS – Banking Commitment Letter – Increase in Short-term Borrowing Limit

Resolution No. 2017-368

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 026-2017-CS;

That Council directs the Treasurer and Mayor to sign the Commitment Letter to increase the City's operating line from \$2,000,000 to \$4,000,000.

Carried

c) Administrative Report No. CS-035-2017 – Land Sale – Part 2 on Plan 54R-5247 (Grant Drive) to Pedersen Materials Ltd.

Resolution No. 2017-369

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-035-2017; and

That Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with Pedersen Materials Ltd. as the purchaser and the City of Temiskaming Shores as the vendor for Part 2 on Plan 54R-5247 (8.70 Ac.) in the amount of \$240,000 for consideration at the September 19, 2017 Regular Council meeting.

Carried

d) Proclamation – Fire Prevention Week (October 8 – 14, 2017)

Resolution No. 2017-370

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas the City of Temiskaming Shores is committed to ensuring the safety and security of all those residing and visiting Temiskaming Shores; and

Whereas fire is a serious public safety concern both locally and nationally and homes are the locations where people are at greatest risk from fire; and

Whereas newer homes are built with lightweight materials that burn faster than older home construction; and

Whereas many of today's products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments; and

Whereas these conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and

Whereas a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation; and

Whereas a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting; and

Whereas home fire escape plans should be developed by all members of the household; and

Whereas practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation; and

Whereas the Temiskaming Shores Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education; and

Whereas Temiskaming Shores residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

Whereas the 2017 Fire Prevention Week theme, “Every Second Counts: Plan 2 Ways Out!” effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims October 8th – 14th, 2017 as “**Fire Prevention Week**” in the City of Temiskaming Shores and urges all residents to develop and practice (twice a year) a home fire escape plan as well as support the many public safety activities and efforts of the Temiskaming Shores Fire Department during Fire Prevention Week.

Carried

e) **Memo No. 015-2017-PW – Addendum to Administrative Report PW-026-2017 – Disposal of Non-hazardous Waste – Agnico Eagle Mines Limited**

Resolution No. 2017-371

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 015-2017-PW in particular the additional information provided therein.

Carried

Resolution No. 2017-312 (deferred Aug. 8/17 by Res. No. 2017-313)

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-026-2017; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Agnico Eagle Mines Limited for the acceptance of non-hazardous material at the Haileybury Landfill for consideration at the October 3, 2017 Regular Council meeting.

Carried

Recorded Vote

For Motion

Councillor Foley
Councillor Laferriere
Councillor Laferriere
Councillor McArthur
Councillor Whalen
Mayor Kidd

Against Motion

Councillor Hewitt
Councillor Jelly

- f) **Memo No. 016-2017-PW – Release of Request for Proposal - Cost Analysis Study – Haileybury Wastewater Treatment Plant**

Resolution No. 2017-372

Moved by: Councillor Jelly
Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 016-2017-PW; and

That Council authorizes staff to release a Request for Proposal (RFP) for the preparation of a Cost Analysis Study for the long term treatment options for the Haileybury Wastewater Treatment Plant.

Carried

- g) **Administrative Report No. PW-033-2017 – Amendment to By-law No. 2013-054 – Annual Landfill Groundwater Monitoring (Haileybury & New Liskeard Landfills)**

Resolution No. 2017-373

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-033-2017; and

That Council directs Staff to prepare the necessary by-law to amend By-law No. 2013-054 to extend the current agreement with Amec Foster Wheeler for a period of two (2) years at a cost of \$61,755.00/year for consideration at the September 19, 2017 Regular Council meeting.

Carried

h) Administrative Report No. PW-032-2017 – Parapet Wall – New Liskeard Library

Resolution No. 2017-374

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-032-2017; and

That Council directs staff to prepare the necessary by-law and agreement with Rivard Bros. Ltd. for the Parapet Wall Repairs at the New Liskeard Library at an upset limit of \$188,897.50, plus applicable taxes for consideration at the September 19, 2017, Regular Council meeting.

Carried

i) Administrative Report No. PW-027-2017 – Transit RFP

Resolution No. 2017-375

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-027-2017;

That Council awards the Transit Services Contract, as detailed in Request for Proposal PW-RFP-008-2017, to Stock Transportation at an hourly rate of \$52.47 per bus plus applicable taxes;

That Council directs staff to prepare the necessary by-law and agreement for consideration at the September 19, 2017 Regular Council meeting.

Carried

j) Administrative Report No. RS-009-2017 – Operation of the Don Shepherdson Memorial Arena Concession

Resolution No. 2017-376

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-009-2017; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Martin and Kerry Rivard for the operation of the Don Shepherdson Memorial Arena concession for the 2017/2018 winter season in the amount of \$225.00 per month plus HST for consideration at the September 19, 2017 Regular Council meeting.

Carried

k) Memo No. 009-2017-CGP – Deeming By-law – 161 Nixon Crescent

Resolution No. 2017-377

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Whereas Ken and Mary-Anne McLeod, owners of 161 Nixon Crescent would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 45 and 46 on Plan M-253 T to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the September 19, 2017 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2017-378

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2017-114 Being a by-law to authorize the Sale of Land to Frank Peter Stap being Lot 66 on Plan M-79 N.B.

- By-law No. 2017-115 Being a by-law to authorize the borrowing upon Serial Debentures in the principal amount of \$208,435.00 towards the cost of the Fleet Replacement – 5 Year
- By-law No. 2017-116 Being a by-law to authorize the borrowing upon Serial Debentures in the principal amount of \$541,805.96 towards the cost of the Fleet Replacement – 10 Year
- By-law No. 2017-117 Being a by-law to amend By-law No. 2013-054 (Agreement with AMEC Environmental and Infrastructure for the Groundwater Monitoring at the Haileybury and New Liskeard Landfill Sites) – 2 Year Extension
- By-law No. 2017-118 Being a by-law to enter into a Lease Agreement with Martin and Kerry Rivard for the provision of Concession Services at the Don Shepherdson Memorial Arena
- By-law No. 2017-119 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 161 Nixon Crescent – Roll No. 5418-010-007-37100
- By-law No. 2017-120 Being a by-law to enter into an Agreement with Dibrina Sure Benefits Consulting Inc. for the Administration of Services provided by Great West Life Assurance Company (City of Temiskaming Shores – Employee Group Benefits)
- By-law No. 2017-121 Being a by-law to authorize the Sale of Land to Pedersen Materials Ltd. being Part 2 on Plan 54R-5247 (8.7 Acres on Grant Drive)

By-law No. 2017-122 Being a by-law to enter into an agreement with Rivard Bros. Ltd. for the repair of the Parapet Wall on the Temiskaming Shores Public Library – New Liskeard Branch

By-law No. 2017-123 Being a by-law to enter into an agreement with Stock Transportation Ltd. and the Town of Cobalt for a Public Transit System

be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-379

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2017-114;

By-law No. 2017-115;

By-law No. 2017-116;

By-law No. 2017-117;

By-law No. 2017-118;

By-law No. 2017-119;

By-law No. 2017-120;

By-law No. 2017-121;

By-law No. 2017-122; and

By-law No. 2017-123;

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

Carried

17. Schedule of Council Meetings

a) Regular – Tuesday, October 3, 2017 at 6:00 p.m.

b) Regular – Tuesday, October 17, 2017 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2017-380

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 8:00 p.m. to discuss the following matters:

- a) **Adoption of the September 5, 2017 – Closed Session Minutes**
- b) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – Timmins Forest Products**

Carried

Resolution No. 2017-381

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council agrees to rise with report from Closed Session at 8:06 p.m.

Carried

Matters from Closed Session:

- a) **Adoption of the September 5, 2017 – Closed Session Minutes**

Resolution No. 2017-382

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council approves the September 5, 2017 Closed Session Minutes as printed.

Carried

b) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – Timmins Forest Products

Council provided direction to staff in Closed Session on this matter.

20. Confirming By-law

Resolution No. 2017-383

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that By-law No. 2017-124 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 19, 2017** be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-384

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2017-124 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2017-385

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 8:08 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



September 22, 2017

Dear Mayor Kidd and Council,

On behalf of community members in your area we are writing you today to ask for your help on an important issue that not only impacts families in your area, but thousands across Canada.

In December 2015, history was made when the government of Ontario passed **Bill 141: The Pregnancy and Infant Loss Research and Care Act**. One of the key features of this act was the declaration of October 15th as Pregnancy and Infant Loss Awareness Day in Ontario.

Please show your support, joining with hundreds of other communities, and help raise awareness on this important day by making an **OFFICIAL PROCLAMATION of Pregnancy and Infant Loss Awareness Day, on OCTOBER 15TH**.

Since October 2013 we have been offering Hope Boxes throughout the Temiskaming District and beyond. Hope Boxes are a grief support resource for families who've experienced pregnancy and infant loss. Since developing many community partnerships (hospitals, medical clinics, community agencies and the general public) we have given, at no cost, more than 300 Hope Boxes in Northern Ontario. We have also mentored 18 other Hope Box Teams across the country who have collectively given out hundreds of support boxes. In the Spring of 2016 we began to build the Garden of Hope at Riverside Community Church in Swastika. On **Sunday, October 15 from 2:00–3:00PM** we will be holding a family friendly balloon release ceremony in the Garden of Hope that the community is welcome to attend.

Thank you and we look forward to your reply and your help in this matter. If you need any further information, we will do our best to assist.

Sincerely,

Jenita Naylor, Veronique Charron & Jennifer Naylor

Hope Box Team (Riverside Community Church)
30 Grenfell Ave., Box 100 Swastika, ON P0K1T0 705-642-3205
hopeboxcanada@gmail.com www.riversidenorth.ca/hope-boxes



Municipality of Killarney

September 19, 2017

Main Office:
32 Commissioner Street
Killarney, Ontario
P0M 2A0

Tel: 705-287-2424
Fax: 705-287-2660

E-mail:
inquiries@municipalityofkillarney.ca

Public Works Department:
1096 Hwy 637
Killarney, Ontario
P0M 2A0

Tel: 705-287-1040
Fax: 705-287-1141

website:
www.municipalityofkillarney.ca

Association of Ontario Municipalities
Ms. Lynn Dollin
200 University Ave., Suite 801
Toronto, ON M5H 3C6

Dear Ms. Dollin:

Attached hereto is Resolution No. 17-362 that was passed at the Regular Meeting of Council held September 13, 2017 as well as an article from CBC News.

The Municipality of Killarney share the same concerns as AMO regarding proposed changes to the Ambulance Act and Fire Protection & Prevention Act which are to be tabled at Queen's Park this fall.

We look forward to working with you to protect municipal interests.

Thank you for your attention to this important issue.

Sincerely,

THE MUNICIPALITY OF KILLARNEY


Candy K. Beauvais
Clerk-Treasurer

Cc: FONOM
ROMA
OSUM
DSSAB
SDHU
All Ontario Municipalities
Local MPP's



*The Corporation of the Municipality of Killarney
32 Commissioner Street
Killarney, Ontario
P0M 2A0*

MOVED BY: Michael Reider

SECONDED BY: Jim Rook

RESOLUTION NO. 17-362

BE IT RESOLVED THAT the Municipality of Killarney advise the Association of Ontario Municipalities (AMO) that we share their concerns regarding the proposed changes to the Ambulance Act and the Fire Protection and Prevention Act which are set to be tabled at Queen's Park in the fall;

FURTHER the Province is seeking two municipalities to participate in pilot projects funded by the Ministry of Health and Long-Term Care. The Municipality of Killarney appeals to AMO to request that the Province include rural northern municipalities as participants in the pilot projects;

FURTHER the proposed changes may result in the Province saving and municipalities experience additional downloading for some of the costs associated with modifications to the acts;

THEREFORE the Council for the Municipality of Killarney hereby requests that AMO keep all municipalities informed of this matter so that all stakeholders have input into these proposed changes which may result in additional costs to our municipalities (such as increased training, legal liability etc.);

FURTHER THAT this resolution be forwarded to AMO, FONOM, ROMA, OSUM, DSSAB, SDHU, all Ontario Municipalities and to our local MPP's.

CARRIED

I, Candy K. Beauvais, Clerk Treasurer of the Municipality of Killarney do certify the foregoing to be a true copy of Resolution #17-362 passed in a Regular Council Meeting of The Corporation of the Municipality of Killarney on the 13th day of September, 2017.


Candy K. Beauvais
Clerk Treasurer

Ontario communities sound alarm over proposed changes to Ambulance Act

By Kimberley Molina, [CBC News](#) Posted: Aug 22, 2017 8:11 AM ET Last Updated: Aug 22, 2017 8:11 AM ET

A group representing Ontario communities is sounding the alarm over proposed changes to two provincial acts which would affect how some patients are treated and transported during medical calls.

The Association of Ontario Municipalities (AMO) is concerned about changes to the *Ambulance Act* and the *Fire Protection and Prevention Act*, which are set to be tabled at Queen's Park in the fall.

One change aims to reduce unnecessary emergency room visits by having paramedics take patients with minor injuries to family doctors and community clinics. The law currently requires patients to be taken to hospital only.

Another change could see firefighters with paramedic training be able to respond to minor injury calls, provide medical care on fire trucks, and provide symptom relief in some higher-priority calls.

Pilot projects set to begin next spring

The province is looking for two municipalities to participate in pilot projects funded by the Ministry of Health and Long-Term Care, which are expected to begin in March 2018.

At least one Ottawa city councillor doesn't want the city to take part.

"Ottawa is not the right community to try this in.... I haven't seen any evidence that it leads us in a direction that we want to go," said Coun. Mark Taylor, who is also chair of AMO's health task force.

'We also live in a world where provincial arbitrators have a nasty habit of picking up things in one municipality and dropping them down in another.' - Coun. Mark Taylor, chair of AMO's health task force

He's concerned Ottawa could be forced to subscribe to the new model, along with other communities, after the pilot projects are completed.

"We also live in a world where provincial arbitrators have a nasty habit of picking up things in one municipality and dropping them down in another," he said.

The president of AMO said she wants to ensure that doesn't happen.

"They keep telling us that it's voluntary, it's voluntary.... So, our demand of them is if this is to truly be voluntary, that we would require that interest arbitrators be prohibited, in law, from replicating it to unwilling participants," said Lynn Dollin.

Ministry to look at possible scenarios this fall

Legislation is expected to be tabled at Queen's Park this fall to change the two acts, and the Ministry of Health and Long-Term Care will consider what kind of calls would be appropriate for transporting patients to family doctors and clinics instead of emergency rooms.

"[The] ministry plans to undertake an operational risk assessment in the fall of potential scenarios, based on feedback from stakeholders to date and experiences of models currently used in other jurisdictions," press secretary Laura Gallant wrote in a statement to CBC News.

Some of those scenarios could include mental health calls, which are on the rise.

A hospital emergency room is not necessarily the best place for those patients, Taylor said.

Province could save, municipalities spend

There is a question of who ends up footing the bill for some costs. While the province may save some money from fewer emergency room visits, **other costs could be off-loaded onto municipalities.**

The Ministry of Health and Long-Term Care projects the cost of ambulance systems will increase by \$300 million to \$1.9 billion over five years, between 2015 and 2020.

Land ambulance costs are shared 50-50 with the province, but municipalities cover 100 per cent of the cost of firefighting, Dollin said.

Potential costs could include increased training for paramedics and firefighters to increased legal liability, she said. **If patients are dropped off at a hospital, the hospital — and ultimately the province — are liable, but if the person is taken to another facility instead, a city could bear the brunt of that liability.**

'If it's going to cost municipalities more money for us to follow the new regulations, then that should be covered 100 per cent by the province.' - *Lynn Dollin, president of AMO*

There are other ways the province could save money, according to AMO, including better call triaging and changing regulations around non-urgent patient transfers.

These types of transfers are especially problematic in northern Ontario, where ambulances are taken out of service to transfer non-urgent patients from one area to another, Dollin said. In southern Ontario, the province often contracts companies to move those patients.

"It's AMO's position that fixing those two things, the benefits would far outweigh those that could be brought about by fire-medics," she said.

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CBC  Radio-Canada

Ministry of
Northern Development and Mines

Ministère du
Développement du Nord et des Mines

Regional Economic Development Branch

Direction du développement économique régional

159 Cedar Street, Suite 700
Sudbury, ON P3E 6A5
Fax: (705) 564-7583

159, rue Cedar, bureau 700
Sudbury ON P3E 6A5
Télécopieur : 705 564-7583



September 12, 2017

Mr. Christopher Oslund
Chief Administrative Officer
City of Temiskaming Shores
325 Farr Drive
Haileybury, ON P0J 1K0

By email: coslund@temiskamingshores.ca

Dear Mr. Oslund:

The Ministry of Northern Development and Mines (MNDM) is pleased to partner with you in supporting Enterprise Temiskaming.

As you are aware, the Centre was required to provide a two-year business plan with associated activities and budgets for 2017-18 and 2018-19. The agreement for this period is attached for your review and signature.

Administrative changes that you need to be aware of beginning April 1, 2017 include:

- The funding amending agreement covers a two-year period, April 1, 2017 through August 31, 2019.
- The "maximum funds" identified in the agreement is for the five year period and includes both the Centre's operational funding (\$80,000) and event funding amount by fiscal year, specifically Year 4 and Year 5 (\$9,245 and \$9,245)
- Annual funds (see Schedule C) will be disbursed in two payments from the MNDM using Schedule F – Request for Disbursement.
- For 2017-18 only, a payment of 70 per cent of the approved annual funds will be disbursed upon receipt of the signed agreement, Schedule F and confirmation of required insurance. The remaining 30 per cent will be disbursed in December 2017 following receipt of the Centre's Interim Financial Report (Schedule E) and Request for Disbursement (Schedule F). This request is to be submitted to the ministry by November 15, 2017.
- Funding for Year 5 (2018-2019) will be approved and confirmed based on the updated annual business plan and budget that will be required in February, 2018. The amount of the operational funding will not change, however the event funding may change subject to the number of events that were held and those that are projected for the next year.
- A letter confirming approved funding will be sent in April. Funds for Year 5 of the agreement will be disbursed in payments as described in Appendix 2.
- A final report and audited financial statement will be required no later than June 30, 2019.

Ministry of
Northern Development and Mines

Ministère du
Développement du Nord et des Mines

Regional Economic Development Branch

Direction du développement économique régional

159 Cedar Street, Suite 700
Sudbury, ON P3E 6A5
Fax: (705) 564-7583

159, rue Cedar, bureau 700
Sudbury ON P3E 6A5
Télécopieur : 705 564-7583



Please contact Pierre Seguin, Small Business Enterprise Centre Program Coordinator with any questions that you may have:

Pierre Seguin
Phone: 705-564-7515
Email: pierre.seguin1@ontario.ca

The signed agreement and request for disbursement of funds package is to be returned to Anne Marie LeRoy at:

Ministry of Northern Development and Mines
PO Box 6002, 280 Armstrong Street
New Liskeard, ON P0J 1P0

The ministry looks forward to working with you and Enterprise Temiskaming in supporting entrepreneurship and innovation that leads to job creation and a growing economy within your region.

Yours truly,

A handwritten signature in blue ink, appearing to read "Théo Noel de Tilly".

for Théo Noel de Tilly
Manager - North Bay and Sudbury Area Teams
and Small Business Enterprise Centres (Northern Ontario)

cc:
Chantal Charbonneau, Enterprise Temiskaming
Anne-Marie LeRoy, Area Team Local Contact



August 31, 2017

Re: 17th Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 25, 2017

To Ontario mayors and councils,

The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE) and other labour and community partners around Ontario have announced Wednesday, October 25, 2017 as the 17th annual Child Care Worker & Early Childhood Educator Appreciation Day, a day of recognition for the many people who work providing early learning and child care services in your community. **We are writing to ask that you and your Council consider proclaiming Child Care Worker & Early Childhood Educator Appreciation Day in your municipality. A sample proclamation is attached.**

This annual awareness day 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. 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.

Even if your council does not issue official proclamations, there are many ways for your municipality to participate in celebrating this special day:

- Your council could sponsor a public announcement;
- Display our posters and distribute our buttons;
- Many municipalities 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 document of further ideas and examples is attached.

We would love to acknowledge those municipalities celebrating child care workers and ECEs across Ontario on October 25, 2017. Let us know how your municipality is participating in the recognition day and we will add your municipality to our list of proclamations and celebrations.

Please direct any correspondence on proclamations and/or celebration activities to the attention of Laurel Rothman, by mail: Ontario Coalition for Better Child Care, 489 College St., Suite 206, Toronto, ON M6G 1A5, by fax at 416-538-6737, or by email at: laurel@childcareontario.org .

Thank you for your consideration.

Sheila Olan-Maclean
President, Ontario Coalition for Better Child Care

Fred Hahn
President, CUPE Ontario Division

CHILD CARE WORKER & ECE APPRECIATION DAY 2017

17TH ANNIVERSARY – OCTOBER 25TH, 2017

This year marks the 17th annual **Child Care Worker & Early Childhood Educator Appreciation Day**, which will be held on **Wednesday, October 25th 2017**. On this day we recognize the hard work, meaningful care and continuous learning these educators provide children every day. This year's theme **"WE CREATE A BRIGHTER FUTURE"** reminds us all of the important role early childhood educators and child care workers play in building strong and supported children, families and communities.

Ideas to celebrate the day!

Municipalities

- Place an ad in the local newspaper announcing Child Care Worker and ECE Appreciation Day.
- Take nominations from local child care centres for outstanding staff to be recognized by the Mayor through a letter, announcement or event.
- Encourage local councillors to tour child care centres to find out more about this important work. Event could also generate media coverage.
- Organize a community-wide celebration to recognize individual staff or centres and programs.

School Boards

- Insert the day on the monthly calendar of October.
- Arrange to have the day announced on the PA the morning on Thursday October 8th.
- Encourage classes of grade 7 and 8 students to visit the child care centre. Students may ask the educators about their role as an ECE.
- Set up a wall of fame where parents have the opportunity to say thank you to each staff.

Child care centres

- Give educators opportunities to relax by turning the staff room into a spa lounge, with tea, coffee, snacks and other goodies.
- Have every staff in the centre vote on one child care champion of the year.
- Set up a board near the entrance of the centre where parents may write thank you notes.
- Have a sign on the door of the centre saying, "Today is the 17th annual Child Care Worker & Early Childhood Educator Appreciation Day".

Show ECEs your appreciation on social media

- Share photos of how you're celebrating Child Care Worker and ECE Appreciation Day.
- Use the hashtags **#CCWAD** or **#ECEappreciation**
- Share an event prior to the date to raise awareness and get more people involved.
- Write a kind message about a child care provider you know.

Please contact the OCBC to order posters and buttons.

Ontario Coalition for Better Child Care

Phone: 416-538-0628 x 2 / toll-free 1-800-594-7514 x 2

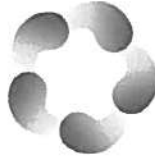
Email: campaigns@childcareontario.org

COALITION ONTARIENNE POUR
de meilleurs services
éducatifs à l'enfance



ONTARIO COALITION FOR
Better Child Care

COALITION ONTARIENNE POUR
*de meilleurs services
éducatifs à l'enfance*



ONTARIO COALITION FOR
Better Child Care

**Child Care Worker and
Early Childhood Educator Appreciation Day
October 25, 2017**

Materials Request Form

Posters are bilingual. Buttons are available in English and French.

ORDERS FOR MEMBERS OF THE OCBCC ARE FREE

NON-MEMBER PRICES LISTED BELOW

BUTTONS: 0.50 PER BUTTON

POSTERS: \$1.00 PER POSTER

Please send the following items:

Number of Buttons _____

Number of Posters _____

A template Certificate of Appreciation will be automatically sent with each request.

Quantities are limited so please order only what you need!

PLEASE PRINT:

Name: _____ Tel.# _____

Organization: _____

Address: _____

City: _____ Prov. _____ Postal Code: _____

Email Address: _____

Mail: OCBCC, 489 College St., Suite 206, Toronto, ON M6G 1A5

E-Mail: viktorija@childcareontario.org

17th Annual Child Care Worker & Early Childhood Educator Appreciation Day

October 25, 2017

Resolution

Whereas years of research confirm the benefits of high quality child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

Whereas child care promotes the well-being of children and responds to the needs of parents, families and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

Whereas many studies show that trained and knowledgeable Early Childhood Educators and child care staff are the key to quality child care, and that good wages and working conditions are associated with higher job satisfaction and morale, lower staff turnover which leads to high quality education and care;

Therefore Be It Resolved that October 25, 2017 be designated the 17th annual "Child Care Worker & Early Childhood Educator Appreciation Day" in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.

BIA Committee Meeting Minutes – September 12, 2017

Present: Michelle Lamoureux, Andy Ringuette, Joline Rivard, Kim Peters

Regrets: Bea Demarce, Patricia Hewitt, James Franks

1.0 Approval of agenda : No additions

2.0 Approval of minutes from previous meeting: Kim could not locate minutes from the last meeting.

3.0 Business arising from previous minutes:

- **Snowflakes:** Existing snowflakes will be used again this year as winter/xmas décor and are being re-painted by high school students.
- **BIA storage:** Funds have been used to purchase a shipping container for BIA storage. It will be located close to the arena and Kim will receive a key once it is ready for use.
- **BIA membership:** **Action** -Michelle will work on recruiting new cttee members. An emphasis will be to recruit members who are willing and able to work on sub cttees and specific initiatives. **Action** -Kim will follow up with Steve Alexander from Findlay's regarding his membership.

4.0 Treasurer's Report: To be shared at next meeting

5.0 New items for discussion:

- **Floral tender:** Kim will track down an existing copy of the contract in place with both Rosie's Garden's and Leis Landscaping. The cttee would like to amend the upcoming floral tender to cover a three year period vs. the current one year term. **Action** - Kim will revise the document and share with the cttee for approval before advertising in the Speaker. It would be ideal to have the tender out this fall in order to start the review process earlier and have everything in place for 2018.
- **Billboards:** The BIA currently has two billboards in place. One on Highway 11 just north of St Michel and one on Highway 65. The billboard on Highway 65 is missing a panel and in need of replacement. Kim obtained a quote from Phippen's to update and replace the current billboards. The cost would be .../month for 24months. This amount includes providing updated artwork/design, installation and maintenance, space rental and MTO fees. The cttee would like to update the colours and font, add some artwork and a French and English tagline. A few options were discussed. **Action** -Kim will draft something for the cttee's review and

approval before submitting to Phippen's to begin the process. At this point, only the damaged billboard will be replaced.

- **Fall Fair street decorations:** Bunches of cornstalks, cattails, artificial sunflowers and burlap bows were tied to lampposts in the downtown area. This décor will stay in place until after Thanksgiving at which point only the artificial sunflowers will be returned to the BIA for storage.
- **Village Noel:** Michelle attended the most recent meeting and will forward the minutes. This event starts Thursday November 23rd from 6-8, and goes on Friday 10-8 and Saturday 9-7pm. The hours on Thursday include the Tree of Life ceremony, the lighting of the lights ceremony and the opening of the Village Noel merchants. **Action** - Kim will connect with Janet, Rejeanne and Lois to get details about logistics from last year. Joline will MC the opening ceremonies.
- **Christmas Open House for local merchants:** Amber's will be hosting their open house on November 3 and 4th. Armstrong on Whitewood has also selected this date. **Action** - Kim will connect with other merchants to see if they can all align with this date.

Other:

- **Newsletter:** **Action** - Kim will send out a monthly newsletter on the first of each month using MailChimp
- **BIA plaques:** The ctte has decided that BIA property/items should be labelled. Items include planters, benches, bike racks and picnic tables. A map will be made to identify these items. This map will also assist with event planning. **Action**- Kim will track down a map of the BIA boundaries and share with Joline. **Action** – Joline will have a co-op student work on an interactive map with moving pieces which will include BIA items/property.
- **Splash Pad:** The city has announced that a new splash pad for New Liskeard. The proposed site is close to the mini-putt. Some research shows that installing it away from the downtown core will draw people away from local merchants. **Action-** Kim will send an email to James to see if this site location can be reviewed and possibly reconsider a location within the BIA boundaries such as a portion of the parking lot behind GT.
- **Photo/social media opportunities for youth:** Joline share some great examples of how local artists and resources could be used to create photo/selfie opportunities for youth in the downtown area. This would be a low cost and effective method to draw youth and people of all ages to visit the downtown area. **Action** – Joline will draft an outline of what this project would entail and how it can

be achieved. Joline would prefer to participate in a sub cttee for a specific project vs. being a member of the regular cttee.

- **Thanksgiving Scavenger Hunt:** Joline has been leading this successful event for a few years. **Action** – Kim will ask BIA retailers if they would like to contribute a minimum 20\$ gift certificate and be involved in this year's event.
- **BIA Facebook page:** Joline has offered to manage the BIA's FB page. **Action** – Kim will look for existing login info and add Joline as an administrator.

Date of next meeting: Tuesday October 1st 6pm at PFC



Minutes

Temiskaming Mayors Action Group

Armstrong Municipal Offices, Earlington

Saturday, September 9, 2017

9:30 a.m.

Present:

Kerry Stewart, Chamberlain
Merrill Bond, Charlton/Dack
Tina Sartoretto, Cobalt
Dan Cleroux, Coleman
Pauline Archambault, Harley
Terry Fiset, James
George Lefebvre, Latchford
Cheryl Drummond, Matachewan
Clermont Lapointe, McGarry
Carmen Kidd, Temiskaming Shores
Earl Read, Thorloe
John Vanthoff, MPP
Jo Ann Ducharme, Recording Secretary

Regrets:

Nina Wallace, Englehart
Derek Mundle, Ewanturel
Chantal Despres, Harris
Tony Antoniazzi, Kirkland Lake
Lorie Hunter, Temagami

Delegation

DTSSAB, Don Studholme, Chief Administrative Officer and Jim Whipple, Board Chair gave an explanation on the proportionment of budget between Temiskaming's 23 municipalities. Mr. Studholme explained how services have increased while costs have decreased. He also described the reserves and reserve funds and gave a description of each and the rationale for the current level. Each member municipality is encouraged to participate in the upcoming consultations concerning DSSAB reviews.

Update on Current Topics of Investigation

- C. Kidd discussed the status of the Earlington Airport
- T. Fiset updated on MPAC
- Twp of James received email from Hydro One asking for 'Self-Declaration of Unmetered Lighting'

New Business (Regional Issues for Discussion)

Moved by: Earl Read, Thornloe

Seconded by: Cheryl Drummond, Matachewan

WHEREAS the intersection of Highway 11 and Highway 562 and Garden Road is a high traffic area located on the TransCanada Highway under the jurisdiction of the Ministry of Transportation of Ontario;

AND WHEREAS the lack of proper lighting at the intersection causes poor visibility that may lead to the potential for accidents;

NOW THEREFORE BE IT RESOLVED that the Temiskaming Mayors Action Group hereby petitions the Ministry of Transportation of Ontario to install streetlights at the corner of Highway 11 and Highway 562 in order to address this safety concern;

AND FURTHERMORE that this resolution be forwarded to the Minister of Transportation and John Vanthof, MPP.

Carried.

Resolution: Carbon Tax Reporting by Government of Ontario – Defer to next meeting

Moved by: Dan Cleroux, Coleman

Seconded by: George Lefebvre, Latchford

WHEREAS there currently is a Proposed Regulatory Amendment to expand the eligibility criteria for grants for persons with disabilities in the Province of Ontario;

AND WHEREAS it is a proven fact that Northeastern Ontario has the highest level of brain injury on a per capita basis in all of Ontario;

AND WHEREAS there is no Outreach Service or Assisted Living Programs in rural areas in Northern Ontario;

AND WHEREAS there are no other programs available in rural areas of Northern Ontario;

AND WHEREAS the Self-Managed Attendant Services-Direct Funding Program is designed for adults with physical disabilities who require assistance with routine activities of daily living;

AND WHEREAS the Centre for Independent Living is accountable to no other organizations and are allowed to make the rules as they see fit;

NOW THEREFORE BE IT RESOLVED THAT the Temiskaming Mayors Action Group petition the Government of Ontario to amend the regulation to include allowing family members to be the primary care giver (PSW) when possible;

AND THAT the Centre for Independent Living be accountable to a Peer Review Committee;

AND THAT this resolution be sent to the Honourable Kathleen Wynne, Premier of Ontario; the Honourable Eric Hoskins, Minister of Health and Long-Term Care; John Vanthof, MPP; and FONOM.

Carried.

Information Items

Temiskaming Shores Housing Working Group has distributed a survey for input into a needs and demand study

Date of Next Meeting – To be determined.

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, June 21, 2017

7:00 p.m. at the Haileybury Branch

1. Call to Order

Meeting called to order by Chair Donald Bisson at 7:07 p.m.

2. Roll Call

Present: Donald Bisson, Danny Whalen, Brenda Morissette, Jeff Laferriere, and CEO/Head Librarian Rebecca Hunt.

Regrets: Robert Dodge, Roger Oblin

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Jeff Laferriere

Seconded by: Danny Whalen

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

Carried.

Additions:

New Business c. Report LIB-015-2017 Ontario Library Service North conference

4. Adoption of the Minutes

Moved by: Jeff Laferriere

Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, May 17, 2017 as presented.

Carried.

5. Business arising from Minutes

The CEO updated the Board on the questions they had asked for clarification from The Temiskaming Foundation.

6. Correspondence:

a. From: Claire Hendrikx, Executive Director—The Temiskaming Foundation.

Re: Annual Report

Received as information.

7. Secretary–Treasurer’s Report

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

Buildings and Equipment:

Fire safety checks were conducted in May in the library buildings.

Business:

Community Hubs Committee: I will attend a meeting on Thursday, June 15.

Conseil des Arts Temiskaming Arts Council (CATAC): I attended a meeting on Tuesday, June 7. The group is now advertising for a Cultural Coordinator at 10 hours a week to do some of the administrative work for the group and I have agreed to be on the hiring committee.

Digital Creator North (Near North Mobile Media Lab Trillium project): I attended an On-Site Supervisors meeting via Skype on Monday, June 12. It was beneficial to be able to talk to the other libraries involved in the project to see how they are setting up their spaces. Steve is planning his programming for the summer and will start to do sessions at the Haileybury Branch on June 17.

Federation of Ontario Public Libraries Board of Directors (FOPL): I attended the FOPL meeting on Friday, June 9 in Toronto. Among items discussed was last mile

connectivity to rural areas in Northern Ontario and the continuation of the Open Media Desk project. FOPL will be making recommendations to the Ministries involved that last mile connectivity be funded by the province and the federal government. The contract for the Open Media Desk project to facilitate social media in member libraries was renewed for a second year.

Joint Automation Server Initiative (JASI) Steering Committee: I attended a JASI Steering Committee meeting by teleconference on May 24. There are now over 100 libraries in the JASI consortia using the same Integrated Library System (ILS) for circulation of library materials. The Committee discussed cataloguing standards and some major changes to the way we are handling Item Type descriptions to make the system more efficient and also more descriptive.

Ministry of Tourism, Culture and Sport Ontario Culture Strategy Public Library Roundtable: I attended the last session in Toronto on Friday, June 9, on Digital Services. At this meeting the Ministry discussed how the province could help libraries improve their digital services. I was able to highlight that while there is opportunity for libraries to introduce their communities to new technologies, in rural areas there are many barriers including the expense of new technologies and lack of expertise of staff members to be able to train others in how to use. As well, there barriers for one-person libraries because they do not have time while at work to learn how to use new technologies themselves. I also was able to speak to the lack of bandwidth in many areas of Northern Ontario, which is a barrier to digital services, despite the fact that the province is putting more and more services online. The Ministry of Tourism, Culture and Sport is investigating a Digital Public Library option, similar the to system in New Brunswick and Alberta. I agree with this initiative but gave feedback that I feel they need to establish a standard for non-resident fees and for contracting townships so that libraries do not lose those sources of revenue with a one-card system.

Northern Lights Library Network: I attended and chaired a meeting in Timmins on Monday, May 29. The group is investigating rotating programming boxes with kits of robotics equipment or other programming materials that would be beneficial as shared collections between member libraries.

Ontario Library Capacity Fund Research and Innovation Library Value Study Committee: Ontario Library Services North had asked that I review, revise and re-submit the Temiskaming Shores Public Library's 2012 Inter-Library Loans (ILL) study which they had asked to see in order to determine the cost of providing Inter-Library Loans from a Northern library. Our library was the only one in the North which had done such a study to try to value Inter-Library Loans and the group was uncomfortable basing the value on the Oakville Public Library's study from 2015 because they are a much larger library than most in Northern Ontario and have a separate department to do ILLs. I worked with Sue Culhane to review our 2012 study and have attached it to this report for the board's information. I submitted the report to the Library Value Study committee and have heard feedback from several of the participating libraries that they feel it is on the right track but have not heard from Ontario Library Services North.

Proctoring Exams: I proctored two exams in June.

Sip and Learn Presentation: I will attend the Timiskaming Health Units' Sip and Learn Session on Monday, June 26 at the Pool and Fitness Centre to present some information about the library's services to older adults. I will attend again on Tuesday, June 27 with Carmen Peddie to present that information in English and French in Haileybury at the Leisure Inn.

Volunteers: I attended the supervisors' appreciation luncheon at TDSS on June 1 to be with the library co-op students.

Programming:

Visits to the Extencicare, Lodge and Manor nursing homes to exchange books
Ongoing on Fridays and Saturdays by staff members and volunteers.

La Leche League Meetings at the New Liskeard Branch

A new La Leche League group providing breastfeeding support to new moms will be meeting on the second Tuesday of each month at 6:30 p.m. at the New Liskeard branch of the library.

Life Skills visits at the New Liskeard Branch

The Life Skills group continues to visit every Wednesday for a storytime and craft activity. The participants in the program look forward to their weekly visits and are enthusiastically learning skills about co-operation, social skills and the enjoyment of reading.

Gadget Helper at both branches of the library

The program is winding down in June, as many people are away for the summer. It will start up again in the fall.

Stop Motion Animation Workshop at the Haileybury Branch Library

You asked, and DGTL answered. DGTL Creator will be hosting its first Haileybury workshop on Saturday June 17th! It will be a stop-motion animation workshop, starting at 10:30a.m. Digi-Steve will be hanging out and setting up at the Haileybury branch on Friday June 16th, so pop by, say hey, and register for Saturdays workshop.

National Aboriginal Day

The Temiskaming Shores Library is celebrating National Aboriginal Day on Wednesday, June 21. At the Haileybury Branch that day there will be an aboriginal themed story time and craft for preschoolers who are accompanied by an adult from 11:15-11:45 a.m. At the New Liskeard Branch we welcome you to stop in anytime we are open on June 21 to do

an aboriginal themed craft or colour a thematic colouring page. All are welcome to stop by to celebrate our First Nations People.

Spring Session Preschool Storytime at both branches of the Library

Preschoolers accompanied by an adult are welcome to attend this early literacy program that includes stories, songs, rhymes and a whole lot of fun.

New Liskeard Branch: April 5 and 19, May 3, 17 and 31 and June 14 and 28

Haileybury Branch: April 12 and 26, and May 10 and 24 and June 7 and 21

Nordic Walking Pole Sets for Loan at Both Branches of the Library

The Temiskaming Shores Public Library, in partnership with the Timiskaming Health Unit, is offering Nordic Walking Pole sets for loan. A fun activity for all ages and fitness levels and great for year round use. A set or two is usually in circulation, showing that the poles are still popular.

Workplace inspection report LIB-014-2017

Finances and Statistics

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

Motion #2017-28

Moved by: Brenda Morissette

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts the June Secretary-Treasurer's report, Financial report and Workplace Inspection report.

Carried.

8. Committee Reports

- a. Finance and Property Committee:** Nothing to report.
- b. Planning, Personnel, Policy and Publicity Committee:** Met on Monday, June 19. Will update the Board in closed session.
- c. Building Committee:** Report on meeting of June 6, 2017.

9. New Business

- a. Report LIB-013-2017 Annual Survey Report to the Ministry of Tourism, Culture and Sport.** Motion.

Motion #2017-29

Moved by: Danny Whalen

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts the information in the Annual Survey for the Ministry of Tourism, Culture and Sport and consents to the release of the report to the Ministry.

Carried.

- b. 2016 Audited Financial Statements. For Information**

- c. Report LIB-015-2017 Ontario Library Services North Conference Attendance.**

Motion #2017-30

Moved by: Jeff Laferriere

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts Report LIB-015-2017 OLS-North Conference Attendance and recommends sending a Library Clerk to the Ontario Library Service North conference in Sudbury in September.

Carried.

10. Plan, Policy review and By-law review

a. Review Policy

- i. Procurement Policy Pro-1.

Motion #2017-31

Moved by: Jeff Laferriere

Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy: Procurement Policy, Pro-1 as amended by the Board.

Carried.

11. Closed Session

- a. Incident Report
- b. Staff update
- c. Personnel Policy review

Motion #2017-32

Moved by: Danny Whalen

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board go into closed session at 8:05 p.m.

Carried.

Motion #2017-33

Moved by: Brenda Morissette

Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session at 8:35 p.m. with report.

Carried.

Motion #2017-34

Moved by: Jeff Laferriere

Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policies: Personnel Policies Per-11 Benefits, deductions and holidays, Per-12 Vacation and Per-13 Leaves of Absence and the Substitute Library Clerk job description as amended by the Board.

Carried.

12. Adjournment

Adjournment by Jeff Laferriere at 8:35 p.m.

Chair – Donald Bisson

Temiskaming Shores Public Library Board

E-Meeting Minutes
Tuesday, September 5, 2017
11:00 a.m.

1. Call to Order

E-Meeting called to order by Chair Donald Bisson at 11:00 a.m.

2. Roll Call

Present: Donald Bisson, Robert Dodge, Jeff Laferriere, Danny Whalen, Roger Oblin,
Brenda Morissette and CEO/Head Librarian Rebecca Hunt

Members of the Public: 0

3. New Business

a. Report LIB-019-2017 Library Clerk Hire. Motion

Motion #2017-035

Moved by: Jeff Laferriere

Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board approves the hiring of Elesha Teskey as Library Clerk as recommended by the Library CEO.

Carried.

4. Adjournment

The Chair declared the E-Meeting adjourned at 4:27 p.m.

Chair – Donald Bisson

1. CALL TO ORDER

Meeting called to order at 1:15 P.M.

2. ROLL CALL

- | | |
|--|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Jennifer Pye, Planner |
| <input checked="" type="checkbox"/> Councillor Mike McArthur | <input checked="" type="checkbox"/> Tim Uttley, Fire Chief |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input type="checkbox"/> Kelly Conlin, Director of Corporate Services (A) |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant |
| <input checked="" type="checkbox"/> Clayton Seymour, Chief Building Official | |
| <input checked="" type="checkbox"/> Dave Treen, Clerk | |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition: 10. b) Stop Signs , Closed Session a) Human Resources Update

4. APPROVAL OF AGENDA

Recommendation PPP-2017-037

Moved by: Mayor Carman Kidd

Be it resolved that:

The Protection to Persons and Property Committee agenda for the August 31, 2017 meeting be approved as amended.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2017-038

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee minutes of the July 6, 2017 and July 26, 2017 meeting be adopted as presented.

CARRIED

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- 13. a) Mayor Carman Kidd – conflict of interest

7. DELEGATIONS

- None

8. CORRESPONDENCE

- None

9. FIRE AND EMERGENCY SERVICES

a) Monthly Activity Report

The Fire Chief reviewed the department's Monthly Activity Report July 2017.

b) Township of Harris Fire Suppression Agreement – Report

A report will be presented at the September 5, 2017 regular Council meeting.

10. BUILDING / BY-LAW

a) Sign by-law

Dave Treen indicated that he is currently streamlining the sign by-law as it was last adopted by Council in 2007.

b) Whitewood & May – Traffic by-law

Councillor Mike McArthur proposed implementing a 4 way stop at the Whitewood and May intersection. Mike indicated that such recommendation was brought forward a number of times by concerned residents.

Staff will schedule a meeting to discuss the traffic by-law concerns.

11. COMMUNITY GROWTH & PLANNING

c) Zoning By-law – Review

Jennifer Pye indicated that the second draft was received and is pending review. In addition Jennifer indicated that the mapping component has presented an issue as it is inconsistent.

12. ADMINISTRATION REPORTS

- PPP-007-2017

13. CLOSED SESSION

Recommendation PPP-2017-039

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee convenes into Closed Session at 1:40 to discuss the following matter:

- Under Section 239 (2) (a) of the Municipal Act, 2001 – the security of the property of the municipality of local board.
 - Animal Control
- Under Section 239 (2) (c) of the Municipal Act, 2001 – a proposed disposition of land by the municipality.
 - Vacant Land
- Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual, including municipal or local board employees.

CARRIED

Recommendation PPP-2017-040

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee rise without report at 2:03.

CARRIED



**PROTECTION TO PERSONS AND PROPERTY
COMMITTEE MEETING MINUTES**

August 31, 2017 – 1:00 PM
New Liskeard Boardroom, City Hall (325 Farr Dr.)

14. SCHEDULE OF MEETINGS

The next Protection to Persons and Property Committee meeting is scheduled for October 12, 2017 starting at 1:00 PM.

15. ADJOURNMENT

Recommendation PPP-2017-041

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 2:08 P.M.

CARRIED

CHAIR

RECORDER

DRAFT

1. CALL TO ORDER

The meeting was called to order at 8:32 a.m.

2. ROLL CALL

- Mayor Carman Kidd Chris Oslund, City Manager
- Councillor Doug Jelly Councillor Patricia Hewitt
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Darrel Phaneuf, Public Works
- Airianna Misener, Executive Assistant

OTHER

Britt Herd, Miller Paving; Dan MacDoanld Miller Paving

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

5. APPROVAL OF AGENDA

Recommendation PW-2017-032

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the August 31, 2017 meeting be approved as printed.

Carried

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2017-033

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works Committee minutes for the July 6, 2017 regular meeting be adopted as presented.

Carried

7. CORRESPONDENCE

- None

8. PRESENTATIONS

- Britt Herd – Miller Paving Presentation

Britt Herd, Head of estimating with Miller Paving provided background on the Roads Program from 2013 to 2017, providing a summary of the yearly paving projects. Miller was seeking the City's feedback on entering into a service agreement.

9. UNFINISHED BUSINESS

9.1 AMEC – New Waste Management Capacity

Previous Discussion:

Steve Burnett indicated that the capacity estimates based on the 2016 census data are currently under review.

Discussion:

Steve Burnett indicated that there are no new updates in regards to the Landfill EA. Landfill monitoring contract with AMEC is due to expired in 2018. As the City is in contractual agreements with AMEC for both the Landfill Expansion Project and the Landfill monitoring, Steve recommends moving forward with an extension to the Landfill Monitoring Contract with AMEC. Chris Oslund inquire on the life expectancy of the current landfill site. Steve and Chris will meet to discuss estimates and timelines in the coming weeks.

Reccomendation PW-2017-034

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that the City inquire on a two (2) year contract extension with AMEC for the monitoring of the New Liskeard and Haileybury Landfills.

9.2 Access Control Policy – Entrance Permits

Previous Discussion:

No update.

Discussion:

Requests from Ontario One call for locates. No update on the status of the Entrance Permits.

9.3 Lorne Street and FPT 26 lot Subdivision Update

Previous Discussion:

Doug Walsh commented that development is moving forward.

Discussion:

Doug Walsh indicated that the development continues to move forward. Snow plow concerns on Lorne street. Chris suggested implementing a by-law for drainage.

9.4 Public Works Staff Training

Previous Discussion:

Doug Walsh indicated that the majority of the Public Works staff training for 2017 is completed. The Public Works department will look to schedule WHMIS training in September, noted Doug.

Discussion:

Training for 2017 is now complete, noted Doug Walsh. 1 day course opportunity for water sewer department and WHMIS training are being considered. Staff will look into the train the trainer course for the training officer.

9.5 Public Works Department Update

Previous Discussion:

Doug Walsh provided the following Department Update:

- Employee on leave has returned on light duty.
- Contract employee covering at the cemetery.

- Cemetery Grave procedure is currently being reviewed.
- Upcoming internal posting to fill the Equipment Operator position
- Overall behind on projects due to weather.
- Flushing continues.

Discussion:

Doug Walsh provided the following Department Update:

- 2 candidates have been selected to fill the department vacancies.
- Selected a temp/seasonal
- Cemetery policy is ongoing
- Winter preparation is ongoing

9.6 Full Solid Waste Management Program

Previous Discussion:

Steve Burnett indicated that the Orange Drop event went well.

Chris was in receipt of the final reconciliation, an approximate amount of eleven thousand dollars will be returned to the City from the Cochrane Temiskaming Waste Management Board.

The new Resource Productivity and Recovery Authority has released the municipal funding for the 2015 datacall in where the City will receive approximately \$ 213,000 for recycling efforts. As this amount is higher than anticipated, an Admin Report will be presented to Council in the fall providing an update on the Solid Waste Management Program.

Discussion:

Chris indicated that the City was in receipt of the audited financial statements from the Cochrane Temiskaming Waste Management Program. A final payout of eleven thousand dollars is pending, once received this will complete the file.

Steve expressed interest in attending an upcoming waste free Ontario act conference.

It was noted that the financing plan for the purchase of the recycling and garbage bins will be completed by 2017, which is earlier than anticipated. This is a result of the 2017 payment from WDO associated with the Datacall submission.

9.7 Drainage issues – Peter's Road

Previous Discussion:

Peters road municipal drain is currently out to tender.

Discussion:

Staff indicated that the tender closed and proposal's came in higher than anticipated. The City will continue to move forward with the project.

9.8 Closed Roads / Old Roads

Previous Discussion:

No update.

Discussion:

No update.

9.9 Water Meters

Previous Discussion:

After the review of 3 submissions and Council approval, a PO has been issued to Wamco (Sudbury) for the purchase of Neptune meters, noted Steve Burnett.

Discussion:

Steve provided an update. The meters have arrived and are all installed aside from one due to fusion piping. Data collection will begin and staff will continue to provide updates.

9.10 STATO Trail

Previous Discussion:

Proposals were received last week and came in over the amount that what was allocated. City staff will inquire on the possibility of a contribution by STATO.

Discussion:

The 2017 extension is 95% complete noted Doug. Grading work will begin along the existing easement behind the mall.

9.11 North Cobalt Water Stabilization Project – Update

Previous Discussion:

Connections have been completed for the project, final pump install is needed to complete the project.

Discussion:

Payment was processed. Currently ensuring proper pressures within the system. Schedule C is pending completion.

9.12 2017 Roads Surfacing Program

Previous Discussion:

Miller Paving is currently working on road projects. Surface treatment is scheduled to begin the second last week of July, noted Doug.

Discussion:

On-going.

9.13 Clean Water Wastewater Fund – Update

Previous Discussion:

The RFP for the Clean Water Wastewater Fund is open. The mandatory site visit took place on July 4, 2017. The closing date has been extended. City staff were notified that the funding can be extended up to 40%.

Discussion:

The Design/Build Iron Removal Project has been awarded to Pedersen Construction. The City is still waiting on approval on timelines for extension.

9.14 Temiskaming Shores Infrastructure Upgrades & Gray Road – Update

Previous Discussion:

Elm street section of the project is progressing well, noted Doug Walsh.

Discussion:

Ongoing.

9.15 Pronor Development

Previous Discussion:

No update - City staff reviewed the geotechnical engineers report. The City will accept the report however will draft correspondence outlining the associated concerns.

Discussion:

No update.

9.16 Roads Needs Study

Previous Discussion:

This item was discussed under 8. Presentations.

Discussion:

On-going, an admin report will be presented at the regular Council meeting on September 5, 2017.

9.17 Aginco Eagle Landfill Request

Previous Discussion:

City staff met with Aginco Eagle to discuss their landfill request. A draft agreement was sent to Aginco Eagle.

Discussion:

Council presented concerns with the longterm risk associated.

9.18 Chamber of Commerce parking lot winter maintenance

Previous Discussion:

On-going property maintenance concerns. Steve Burnett explained that the bus is turning within close proximity of the City's sewer service structure. The committee directed staff to draft correspondence outlining the concerns.

Discussion:

On-going.

9.19 Riverside Drive – Parking Request

Previous Discussion:

The committee directed staff to draft correspondence. The city is currently in the process of reviewing the parking concerns on Riverside Drive with the intent of amending the traffic by-law.

Discussion:

On-going.

10. NEW BUSINESS

- None

11. ADMINISTRATIVE REPORTS

The Committee reviewed the following Administrative Reports.

- PW-030-2017 – STREETSCAN Agreement
- PW-031-2017 – Tender Award – Winter Sand
- MEMO 017-2017-PW – OCIF Application

12. CLOSED SESSION

- None

13. NEXT MEETING

The next meeting of the Public Works Committee is scheduled for October 12, 2017 to commence at 8:30 a.m.

14. ADJOURNMENT

Recommendation PW-2017-035

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:58 a.m.

Carried

CHAIR

RECORDER

1.0 CALL TO ORDER

The meeting was called to order at 11:03 A.M.

2.0 ROLL CALL

- Mayor Carman Kidd
- Chris Oslund, City Manager
- Councillor Doug Jelly
- Councillor Danny Whalen
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Airianna Misener, Executive Assistant

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4.0 ADOPTION OF AGENDA

Recommendation BM-2017-023
Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the August 31, 2017 meeting be adopted as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2017-024
Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Committee Meeting minutes of July 6, 2017 be adopted as presented.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 CORRESPONDENCE

- None

8.0 PRESENTATION

- None

9.0 UNFINISHED BUSINESS

9.1 PFC

Discussion:

A 3 day maintenance shut down will occur next week.

9.2 Building Division Staff Update

Discussion:

The building departments summer student will be finishing this week noted Mitch.

9.3 DFO Property Erosion

Discussion:

A letter was sent to DFO as the City would like to initiate discussions with the Ministry of Natural Resources & Forestry and begin the process of acquiring the harbor.

9.4 Farmer's Market / Waterfront Development

Discussion:

Work is on-going. Mitch indicated that the funding expires by the end of September.

9.5 2017 Capital Projects – Update

Discussion:

Mitch provided the following update:

- Plow trucks are on schedule and within budget. They are expected to arrive in the coming weeks.

- Mitch is hopeful to receive the engineers report regarding the pool fitness centre mechanical room prior the to 2018 budget discussions.
- Existing surplus vehicles and machinery will go up for auction by the end of September.
- All other capital projects are complete.

9.6 New Liskeard Library – Update

Discussion:

The New Liskeard Library front parapet tender closed on July 27, 2017. One tender was received at an approximate cost of one hundred sixty six thousand dollars and change. Mitch indicated the tender is over budget. It was noted that the contractor was unable begin work on the parapet until spring 2018. The committee is looking for alternative options to repair the parapet in order to address the safety concerns, as soon as possible.

The City requested a funding extension up to March.

9.7 Dymond Hall accessibility upgrades

Discussion:

Mitch noted that the tender for the Dymond Hall accessibility upgrades closed and is within budget. An Administrative Report will be presented at the next regular Council meeting.

9.8 New Liskeard downtown infrastructure upgrades

Discussion:

Infrastructure upgrades are ongoing. Councillor Doug Jelly inquire on the theft of the extension cords during summer fest, there is no update regarding.

10.0 NEW BUSINESS

- None

11.0 ADMINISTRATIVE REPORTS

- PW-029-2017 Accessibility Upgrades – Dymond Hall

12.0 CLOSED SESSION

Recommendation BM-2017-025

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee convenes into Closed Session at 11:28 a.m. to discuss the following matters

- a. Under Section 239 (2) (a) of the Municipal Act, 2001 – security of the property of the municipality or local board.
 - 285 Whitewood

Carried

Recommendation BM-2017-026

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee rise without report at 11:51 a.m.

Carried

13.0 NEXT MEETING

The next meeting of the Building Maintenance Committee is to be determined.

14.0 ADJOURNMENT

Recommendation BM-2017-027

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:52 A.M.

Carried

CHAIR

RECORDER

DRAFT

THE CITY OF TEMISKAMING SHORES JANUARY - SEPTEMBER 2017 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

Distribution List

Mayor and Council

Chris Oslund, City Manager

Tim Uttley, Fire Chief

Dave Treen, Municipal Clerk

Doug Walsh, Director of Public Works

Tammie Caldwell, Director of Leisure Services

Kelly Conlin, Director of Corporate Services (A)

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

27-Sep-17

TABLE OF CONTENTS

- 1.0 Executive Summary
 - 1.1 Summary - Capital Revenues & Expenditures
- 2.0 Capital Summary
 - 2.1 Analysis - Capital Projects
 - 2.2 General Capital Revenues & Expenditures
 - 2.3 Waterfront Development Project
 - 2.5 Environmental Capital Revenues & Expenditures

SUMMARY - CAPITAL
Revenues and Expenditures
as at September 2017

	2017 YTD			%
	Actual	Total Budget	Variance B/(W)	
CAPITAL				
Revenues				
Capital - General	2,227.5	4,203.2	(1,975.7)	-47.0%
Capital - Environmental	4,128.8	8,721.0	(4,592.2)	-52.7%
Total Revenues	6,356.3	12,924.2	(6,567.9)	-50.8%
Expenditures				
Capital - General	3,093.5	4,203.2	1,109.7	26.4%
Capital - Environmental	6,050.4	8,721.0	2,670.6	30.6%
Total Expenditures	9,143.9	12,924.2	3,780.3	29.2%
Net Position Capital	(2,787.6)	0.0	2,787.6	#DIV/0!

2.0 Capital Summary

2.1 Analysis

The City of Temiskaming Shores 2017 Capital projects for both general and environmental is \$12,924.2K. The capital program is comprised of \$4,203.2K of general capital and \$8,721.0K of environmental capital.

The 2017 Capital project budget consists of 44 projects, 36 in general and 8 in environmental.

General Capital Projects:

20 projects have been completed, 14 are currently in progress and 2 projects have been cancelled.

The Dymond Hall Accessibility Project was added to the Capital Projects.

The remaining funds in the Golf Course Road project which was cancelled have been reallocated to the Dymond Hall Accessibility Project.

The Snow Blower Upgrades project has been cancelled and the funds reallocated to the Dymond Hall Accessibility Project.

Environmental Capital Projects:

2 projects have been completed and 6 projects are underway.

The Dixon Watermain Replacement Project was added to the Capital Projects.

**GENERAL CAPITAL
Revenues & Expenditures
as at September 2017**

Department	Project	2017			%	G	Y	R
		Actual	Budget	Variance B/(W)				
REVENUES:	Transfer from Operations	0.0	715.2	(715.2)				
	Transfer from Reserves	0.0	215.1	(215.1)				
	Financing - fleet	208.4	773.0	(564.6)				
	Financing - transit	617.0	712.0	(95.0)				
	Partnership - Keith Subdivision	47.8	57.2	(9.4)				
	Federal Gas Tax	621.7	713.1	(91.4)				
	Provincial Transit Funding	258.0	258.0	0.0				
	OMCIP Funding (STATO Trail)	0.0	162.5	(162.5)				
	STATO Partnership (STATO Trail)	0.0	63.0	(63.0)				
	Dymond Firemen's Park Funding	0.0	27.9	(27.9)				
	BIA Partnership - Downtown Infrastructure	0.0	12.0	(12.0)				
	ARTEM Partnership - Downtown Infrastructure	49.5	48.5	1.0				
	Provincial Funding - Downtown Infrastructure	33.7	59.5	(25.8)				
	Canada 150 Funding - NL Library	2.5	57.4	(54.9)				
	Enabling Accessibility	50.0	0.0	50.0				
	Waterfront Development Funding (P&F)	338.9	328.8	10.1				
Total Revenues		2,227.5	4,203.2	(1,975.7)				
EXPENDITURES:								
Corporate Services:	Computer Hardware - Plotter	12.0	12.0	0.0	100%	x		
	Municipal Drain - Peter's Road	0.0	26.0	26.0		x		
	Vadim ERP	77.1	100.0	22.9	75%	x		
Property Mtnc:	Dymond Hall Accessibility Project	3.4	50.0	46.6	25%	x		
	PFC Mechanical Room Engineering	18.3	40.0	21.7	65%	x		
	View Street Complex Upgrades	2.9	10.0	7.1	100%	x		
	NL Library Building Improvements	7.7	115.3	107.6	25%	x		
	Hlby Marina Breakwall Upgrades	21.3	25.0	3.7	100%	x		
	Downtown NL Infrastructure Upgrades	81.7	120.0	38.3	75%	x		
	NL Cemetery Vault Upgrades	0.0	6.5	6.5				
Public Works:	2017 Roads Program	693.0	854.6	161.6	100%	x		
	Golf Course Road Bridge Repairs	0.0	0.0	0.0				x
	MR Compliance Software	7.2	11.5	4.3	100%	x		
	Reflectometer	16.0	16.0	0.0	100%	x		
	Intersection Control Cameras (2)	50.8	50.0	-0.8	100%	x		
	NL Landfill Site Expansion	61.3	100.0	38.7	25%	x		
Transit:	Transit Buses (2)	869.7	970.0	100.3	100%	x		
Fleet:	Plow Trucks (2)	541.8	550.0	8.2	100%	x		
	3/4 Ton Regular Cab Pick-up	32.9	40.0	7.1	100%	x		
	1/2 Ton Regular Cab Pick-up	29.0	32.0	3.0	100%	x		
	1/2 Ton Crew Cab Pick-up with Cap	36.4	35.0	-1.4	100%	x		
	Pumper Tanker (2018 Delivery)	0.0	0.0	0.0			x	
	1/2 Ton Regular Cab Pick-up with Cap	39.6	45.0	5.4	100%	x		
	1/2 Ton Crew Cab Pick-up with Tonneau Cover	39.9	40.0	0.1	100%	x		
	SUV Lease Buyouts	30.6	31.0	0.4	100%	x		
	Snow Blower Upgrades	0.0	0.0	0.0				x
Recreation:	PFC Floor Replacement	14.0	20.0	6.0	100%	x		
	Squash Court #2 Floor	0.0	12.0	12.0	100%	x		
	STATO Trail	0.0	392.2	392.2	75%	x		
	Dymond Firemen's Park	32.2	55.8	23.6	50%	x		
	NL Arena Compressor Room Electrical	29.9	33.0	3.1	100%	x		
	NL Arena Spectator Heating	8.9	10.0	1.1	100%	x		
	NL Arena Floor Machine	5.1	7.5	2.4	100%	x		
	Bucke Park Chalet Windows & Doors	19.3	20.0	0.7	100%	x		
	Bucke Park Playground Equipment	7.5	7.5	0.0	100%	x		
	Waterfront Development	304.0	365.3	61.3		x		
Total Expenditures		3,093.5	4,203.2	1,109.7				

2.3

WATERFRONT DEVELOPMENT PROJECT
as at September 2017

Project	Total Budget	2016 Actual	2017		Variance B/(W)	%			
			YTD Actual	Budget			G	Y	R
Waterfront Stabilization & Beautification	737.4	672.1	65.9	65.3	-0.6	90%	X		
Boardwalk Demolition, Replacement & Lighting	371.1	371.1		0.0	0.0				
Accessible Landscaping	254.3	254.3		0.0	0.0				
Farmer's Market	300.0	0.0	238.1	300.0	61.9	75%	X		
Spurline Building Renovations	35.1	35.1		0.0	0.0				
Bucke Park Water and Septic Upgrades	90.6	90.6		0.0	0.0				
Professional Services (Engineering)	74.7	74.7		0.0	0.0				
Marina Refurbishment and Electrical Upgrades	358.8	358.8		0.0	0.0				
2,222.0	1,856.7	304.0	365.3	61.3					

2.4

ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at September 2017
(\$K)

	2017			%	G	Y	R
	Actual	Budget	Variance B/(W)				
REVENUES:							
Transfer from Operations	0.0	248.3	(248.3)				
Financing - North Cobalt Water Stabilization	274.3	266.7	7.6				
Financing - TS Infrastructure (Gray Rd)	1,167.1	3,642.1	(2,475.0)				
Financing - NL WTP Upgrades	0.0	549.0	(549.0)				
Financing - Hlby WTP MCC Replacement	0.0	300.0	(300.0)				
Funding - North Cobalt Water Stabilization	0.0	258.3	(258.3)				
Funding - TS Infrastructure (Gray Rd)	2,687.4	2,957.9	(270.5)				
Funding - NL WTP Upgrades	0.0	498.7	(498.7)				
Total Revenues	4,128.8	8,721.0	(4,343.9)				
EXPENDITURES:							
TS Infrastructure Upgrades (Gray Rd)	5,301.0	6,600.0	1,299.0	75.0%	x		
NL Lagoon Blower Upgrades	47.5	95.0	47.5	90.0%	x		
Hlby WTP MCC Replacement	0.0	300.0	300.0	90.0%	x		
NL WTP Upgrades	117.2	1,065.0	947.8	50.0%	x		
North Cobalt Water Stabilization	503.5	525.0	21.5	90.0%	x		
Albert Street Engineering	29.5	75.0	45.5	50.0%	x		
Plotter	6.0	6.0	0.0	100.0%	x		
Dixon Street Watermain Replacement	45.7	55.0	9.3	100.0%	x		
Total Expenditures	6,050.4	8,721.0	2,661.3				



Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: October 3, 2017
Subject: Amendment No. 02 - By-law No. 2016-144 – FedNor Funding – NL Library

Mayor and Council:

Staff submitted a request to Industry Canada (FedNor) in regards to amendments to the funding agreement under the Canada 150 Community Infrastructure Program for upgrades to the Temiskaming Shores Library – New Liskeard Branch to extend the completion date to March 31, 2018. **Amendment No. 02** was received from FedNor on September 12, 2017 approving the requested amendment.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2016-144 being an agreement with FedNor for funding under the Canada 150 Community Infrastructure Program for upgrades to the Temiskaming Shores Library – New Liskeard Branch to include Amendment No. 02 for consideration at the October 3, 2017 Regular Council meeting.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
<hr/> Laura Lee MacLeod Treasurer	<hr/> Kelly Conlin Director of Corporate Services (A)	<hr/> Christopher W. Oslund City Manager



Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: October 3, 2017
Subject: FCM Funding Approval – Municipal Asset Management Program
Attachments: None

Mayor and Council:

Correspondence from the Federation of Canadian Municipalities considered at the September 19, 2017 Regular Council meeting indicated that our application under Municipal Asset Management Program (MAMP) had been approved in the amount of up to \$49,754.

This funding is specific to the Mobile Sensing Roads Assessment and GIS Based Software Analytics Platform. Within the correspondence it is indicated that the agreement is being finalized and would be forwarded to the City for execution.

The finalized agreement was received on September 28, 2017 and it is recommended that Council direct staff to prepare the necessary by-law to enter into an agreement with the Federation of Canadian Municipalities under the Municipal Asset Management Program for consideration at the October 3, 2017 Regular Council meeting.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
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“Original signed by”	“Original signed by”	“Original signed by”
----------------------	----------------------	----------------------

_____ David B. Treen Municipal Clerk	_____ Kelly Conlin Director of Corporate Services (A)	_____ Christopher W. Oslund City Manager
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Subject: Lease Agreement – Dr. Brittany Barron
 Hlby Medical Centre

Report No.: CS-036-2017
Agenda Date: October 3, 2017

Attachments

Appendix 01: Draft Lease Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-036-2017; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Doctor Brittany Barron for the rental of 442 square feet of office space in the Haileybury Medical Centre from November 1, 2017 to October 31, 2019 at a rate of \$13.17 per square foot and to apply a Consumer Price Index (CPI) increase annually for the term of the lease for consideration at the October 3, 2017 Regular Council meeting.

Background

Recently, Dr. Stacy Desilets vacated her office space at the Haileybury Medical Centre. In September, a request was received by Doctor Brittany Barron, a newly recruited physician, to rent the vacant space for her practice.

Analysis

Doctor Barron’s effective date of practice at Haileybury Medical Centre will be November 1, 2017. The draft lease agreement is attached as Appendix 01.

The rental rate and annual CPI increase recommended for Doctor Barron is aligned with the other physicians currently leasing space at the Haileybury Medical Centre and ensures the City is managing costs associated with the facility favourably.

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 City will receive \$485.09 per month for the rental of the space from November 1, 2017– October 31, 2018; at which time the CPI increase will be applied for the remainder of the agreement.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores
By-law No. 2017-127

**Being a by-law to authorize the entering into a lease agreement
with Dr. Brittany Barron for the rental of space at the
Haileybury Medical Centre**

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

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

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

Whereas Council considered Administrative Report No. CS-036-2017 at the October 3, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a two (2) year lease agreement with Dr. Brittany Barron for the rental of 442 ft² of office space at the Haileybury Medical Center effective November 1, 2017 until October 31, 2019;

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

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

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

Read a first, second and third time and finally passed this 3rd, day of October, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule A to
By-law No. 2017-127
Agreement between
The Corporation of the City of Temiskaming Shores
and
Dr. Brittany Barron
for the rental of space at the
Haileybury Medical Center

Lease Agreement

between

The Corporation of the City of Temiskaming Shores

and

Dr. Brittany Barron

Lease

Kelly Conlin
Director of Corporate Services (A)
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 3rd day of October, 2017

Between:

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

And:

Dr. Brittany Barron
(hereinafter called the "Lessee")

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

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

1. Leased Premises

The Lessor hereby demises and leases to the Lessee part of the **upper level** in the Lessor's Building containing a rentable area of Four Hundred and Forty Two Square Feet (442 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

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

3. Term

To hold the premises for a term commencing on the 1st day of November, 2017 and ending on the 31st day of October, 2019.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Four Hundred and Sixty-Eight Dollars and Fifteen Cents (\$485.14) per month plus HST**, for year one (1). An increase will be applied to the rental rate according to the Consumer Price Index for year two (2), effective November 1, 2018. Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Such payment to be mailed

to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

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

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

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time)

the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;

- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

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

delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the

term shall be exempt from levy by distress for rent in arrears;

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

parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- n) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- o) **Notice** - All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by

electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business:

The Tenant:

Dr. Brittany Barron
P.O. Box 2010
Haileybury, Ontario
P0J 1K0

Attn.: Brittany Barron

The Landlord:

City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

Attn.: Kelly Conlin

8. Headings

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

9. Effect of Lease

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

Remainder of page left blank intentionally

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

Signed and Sealed in
the presence of

Dr. Brittany Barron

Dr. Brittany Barron

Witness

Print Name: _____

Title: _____

Municipal Seal

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Memo

To: Mayor and Council
From: Steve Burnett, Technical and Environmental Compliance Coordinator
Date: October 3, 2017
Subject: CCO – Pedersen Construction/exp - Temiskaming Shores Infrastructure Upgrade Project
Attachments: Appendix 01 – CCO – Pedersen Construction (2013)
Appendix 02 – CCO – exp

Mayor and Council:

At the Regular Council Meeting held on October 18th, 2016, Council adopted By-law No. 2016-165 to enter into an agreement with Pedersen Construction (2013) for infrastructure upgrades in the amount of \$8,177,563.50. These upgrades consist of the construction of the new Gray Road Pumping Station with associated forcemain, the construction of a new pumping station at Elm and Robert with associated forcemain and full reconstruction of Elm Avenue. To date, substantial completion of all three portions of the project has been achieved all while following the requirements of the associated Environmental Compliance Approvals (ECA). In addition, at the September 6, 2016 Regular Council meeting, Council adopted By-law No. 2016-145 to enter into an agreement with exp for the contract administration and project management of the project in the amount of \$380,560.80.

Through consultation with the MOECC in January of 2017, it was identified that an amendment to the New Liskeard Lagoon ECA was also required. The application to amend the ECA was submitted to MOECC Approvals Branch with a draft ECA just recently being received. Throughout this lengthy process, many consultation/discussions were had with the MOECC surrounding proposed construction and requirements relating to operations at the lagoon. One operational issue, which has been identified in recent MOECC inspections at the lagoon, is the periodic surcharging of the inlet structure. Currently all three pumping stations (Niven, Goodman, and Gray) flow into one inlet structure. In heavy flow events, the structure surcharges resulting in short circuiting of the treatment process.

To alleviate the surcharging issue, the relocation of the Niven St. forcemain, from the inlet structure directly into cell D1, is required. As a result, it is Staff's recommendation that Council approve a Contract Change Order (CCO) with Pedersen Construction (2013) in the amount of \$107,300.00 plus applicable taxes to complete the work. In addition, engineering design is also required. Therefore staff recommends that Council approve a CCO in the amount of \$12,215 plus applicable taxes to exp for completion of design. Appendices 01 and 02 outline both Contract Change Orders.

As this is a multi-year project, there are sufficient funds in the 2017 Capital Budget envelope to complete the work and stay within budget. An adjustment to the 2018 Capital Budget estimates will be required to complete the project.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Steve Burnett
Technical and Environmental
Compliance Coordinator

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager



CONTRACT CHANGE ORDER

Order No. 31
Owner: City of Temiskaming Shores
Contract Title: **Dymond Infrastructure Upgrades**

Date: September 27th, 2017
Contract No. NWL-01601029

To Pedersen Construction (2013) Inc. (Contractor)

Dear Sirs,

Under the above mentioned contract, we, **exp** Services Inc., Consulting Engineers, direct you to:

1. Remove the existing chain link fence.
2. Connect to the existing 350mm diameter asbestos cement Niven Street forcemain at the Lagoon Access Road as per Drawing 34D.
3. Supply and install approximately 40 L.M. of 350mm PVC DR 18 forcemain from above connection to the proposed Cell D1 Inlet chamber c/w two 350mm gate valves, 350mm Wye, 45-degree bends.
4. Remove the existing 350mm gate valve and install a 350mm blind flange on the existing 350mm FxF tee at Cell A1 control valve location. Plug and abandon the existing 350mm Niven Street Forcemain between the existing Lagoon Inlet Chamber and the Cell A1 valve.
5. Reinstate the existing chain link fence.

And add to/~~deduct from~~ the Contract, in accordance with the terms of the Contract, the sum of:

One-Hundred and Seven-Thousand, Three-Hundred Dollars ----- 00/100
(\$107,300.00) excl. HST

Original Contract Price (excl. HST)	Change Order Amount	Contract Price Revised to Date (excl. HST)
\$8,177,536.50	\$107,300.00	\$8,284,836.50



<p>Pedersen Construction (2013) Inc. (Contractor) hereby:</p> <ol style="list-style-type: none">1. Accepts and agrees to this Change Order in accordance with and under the terms and conditions of the Contract as expressly modified by this Change Order and all Change Orders previously issued by the Engineer;2. Applies for such extension, if any, of the Time for Completion as shall be considered fair and reasonable on account of this Change Order, in accordance with the General Conditions; <p>Date Approved: September 27th, 2017</p> <p>Per: _____ (Contractor's Signature)</p>	<p>An extension of _____ days in the Time for Completion on account of this Change Order is hereby allowed. The revised Required Completion Date for the Contract is therefore: (mm dd yy);</p> <p>The matter of an extension of the Time for Completion on account of this Change Order will be considered and decided upon by the Engineer at a later date.</p> <p>Date Approved: September 27th, 2017</p> <p>Per: _____ (Consultants Signature)</p>
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CONTRACT CHANGE ORDER (CCO)

Consultant:	exp Services Inc. 9 Wellington Street, PO Box 1208 New Liskeard, ON P0J 1P0 CANADA	Date	September 27, 2017
		Exp. Project #	NWL-01601029
		Change Order #	003
Client:	Corporation of the City of Temiskaming Shores 325 Farr Drive, Haileybury, ON P0J 1K0 Ph:705-672-3363 Fx:705-672-3200 sburnett@temiskamingshores.ca	Client Project #	N/A

Project Name and Location Temiskaming Shores Infrastructure Upgrades – Phase 1

In accordance with the original By-Law 2016-145 dated September 6th 2016 and Change orders thereto, the Agreement changes as detailed below are hereby authorized.

Description of Work and/or Scope

This Contract Change Order (CCO) is issued by exp. to Corporation of the City of Temiskaming Shores (hereinafter referred to as the client) to increase budgets for the following reason;

Scope of Work

Survey, Design, Drafting, required to:

- Design new Lagoon Inlet Structure to accept flows from the Niven, Goodman and Gray Rd Lift Stations.
- Design the Re-routing of the Niven forcemain from existing Lagoon Inlet Structure to proposed inlet structure.

This design is required to alleviate the surcharging of the existing inlet structure which is currently operating over capacity and to comply with MOECC requirements.

Assumptions

N/A

Exclusions

N/A

Costs

Total budget increase of this Project Change Order is \$12,215.00, excluding HST

Schedule

The effect on schedule for this change is 0 days.



Total Value This Change Order 003	\$ 12,215.00
Change Order 002	\$ 6,500.00
Change Order 001	\$ 9,694.79
Original Agreement Amount	\$ 380,560.80
Total Agreement Amount	\$ 408,970.59

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Exp Services Inc.

Corporation of the City of Temiskaming Shores

Per: 
Name: Mark Langille P.Eng.

Per: _____
Name: G. Douglas Walsh, CET

Title: Project Manager

Title: Director of Public Works

Date Signed: September 27, 2017

Date Signed: _____



Subject: 2017–18 Winter Operations Plan

Report No.:

PW-034-2017

Agenda Date:

October 3, 2017

Appendix 01: Proposed 2017-18 Winter Operations Shift Schedule

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-034-2017 and more specifically Appendix 01 - Proposed 2017-2018 Winter Operations Shift Schedule;
2. That Council directs Staff to finalize the 2017 – 2018 Winter Operations Plan and prepare the necessary by-law for consideration at the October 3, 2017 Regular Council meeting; and
3. That Council directs the Director of Public Works to advise staff in the Public Works Department, in writing, of the intent to commence the Winter Operations Schedule on or about Sunday, November 12th, 2017 and conclude on or about Friday, April 13th, 2018.

Background

Each year the Public Works Department submits an administrative report, for Council's consideration, on the Winter Operations efforts for the upcoming season. The report includes a proposed shift schedule which is intended to improve upon or modify the approach that has been used in previous years while maintaining the *Minimum Maintenance Standards for Municipal Highways* and reducing the hazards resulting from winter snow and ice, in order to maintain the City's roadways and sidewalks in a safe condition.

Typically, the Winter Schedule commences on or about November 1st and ends on or about April 15th which coincides with the pay periods each year. This year afternoon patrolling will commence on or before November 6th with the full schedule starting on Sunday November 12th. During the period of November 12th to April 13th, 2018 the Department will have 24 hour per day coverage with arrangements for re-scheduling staff as the need arises.

Analysis

Every winter season brings new, unique and unpredictable conditions and circumstances that the Public Works Dept. is tasked with dealing with. Over the past several winters, conditions have varied from relatively mild to extremely cold and from light snowfalls to extended periods of heavy snowfall. Last winter the Department dealt with a notably higher than normal amount of freezing rain events that increased the

amount of salt and sand required in order to maintain the roadways and sidewalks in a safe and manageable condition. As in the past there were areas within the municipality that required more attention than others given the local conditions.

It is virtually impossible to establish a shift schedule in September that will meet the needs of the entire winter day in and day out, shift by shift and the requirement for overtime is inevitable. During the 2016 – 17 winter season we realized a reduction (approximately 40%) in overtime hours for roadway maintenance purposes.

Currently, the Department is at full staff compliment and for the most part the Public Works staff will continue to operate as four groups or “teams” of five members comprised of one Heavy Equipment Operator / Crew Leader, a Water / Sewer Operator and three Equipment Operators. This arrangement has worked very well to address most situations. As well there will once again be a “Patrol Person” assigned to the 3:00 p.m. to 11:30 p.m. afternoon shift for consistent patrol purposes. A “seasonal employee” will be the dedicated Patrol Person scheduled from Monday to Friday for the afternoon shift. The crews have also been rotated to ensure that the same people are not working the same timeframe as last year. (Christmas, etc.)

Since 2011-12 winter season the department has continued to provide coverage, at varying levels, 24 hours per day, 7 days per week. With a focus on providing more scheduled resources from Monday to Friday during the day time, afternoon, evening, and weekend coverage has been reduced to minimal coverage, ensuring that Minimum Standards are met. The Crew Leader or the Evening/Weekend shift Patrol Person contacts the “on-call” Supervisor, to arrange for additional staff as required.

As indicated in the Collective Agreement with CUPE Local 5014, Section 14.03 allows for the Employer to establish and alter starting and quitting times as necessary, with advance notice. Therefore, in the event that additional staff is required to conduct operations during the night shift, resources from the following day shift were re-scheduled.

As outlined in By-law 2017-046, the City will have a reciprocal Agreement with the Ministry of Transportation whereby the maintenance of Hwy 11B from south limit of the City 104 to the Cobalt Bridge will be carried out by city forces and the MTO contractor will maintain Mowat Landing Road from Hwy 11 to Firstbrook Line.

Relevant Policy / Legislation / City By-Law

- Reg. 239/02 *Minimum Maintenance Standards for Municipal Highways*
- By-Law 2008-069 (By-Law to Regulate Traffic and Parking of Vehicles)
- By-law 2017-046 (MTO Agt. – Winter Maintenance Hwy 11B & Mowat Landing Rd)
- Annual Operations Budget

Asset Management Plan Reference

Asset Management Strategy – Operations & Maintenance Activities – Roadway Network

Consultation / Communication

Presentation and discussion with Public Works Department staff, September 27th, 2017

Annual presentation to, and approval by, Municipal Council, October 3rd, 2017

Municipal Web Site and Community Bulletin posting

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 operational functions and duties. As in the past, temporary seasonal staff may be required. Only one position would be being proposed at this time to cover for vacation requests by full time staff, as the need presents itself, during scheduled shift periods.

Adopting the same schedule as in recent years will continue to provide staff with an opportunity for a better work-life balance as well as opportunity to enhance their skills using a variety of equipment and at a wide array of tasks through training and experience.

Alternatives

No other alternatives were considered at this time.

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

APPENDIX N

2017 -18 Winter Shift Schedule (Complete Schedule)

November

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 6:30												3	3	3	3	3	1e	1e	4	4	4	4	4	2a	2a	1	1	1	1	1
6:30 - 15:00													4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2c	2c	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3c	3c	2,3,4	2,3,4	2,3,4	2,3,4
15:00 - 23:30	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	2a	2a	AP	AP	AP	AP	AP	3a	3a	AP	AP	AP	AP

December

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	3a	3a	2	2	2	2	2	4a	4a	3	3	3	3	3	1a	1a	4	4	4	4	4	2b	2b	1	1	1	1	1	3b	3b	2
6:30 - 15:00	2,3,4	4d	4d	3,4,1	3,4,1	3,4,1	3,4,1	3,4,1	1d	1d	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2d	2d	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3d	3d	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4b	4b
15:00 - 23:30	AP	4e	4e	AP	AP	AP	AP	AP	1e	1e	AP	AP	AP	AP	AP	2e	2e	AP	AP	AP	AP	AP	3e	3e	AP	AP	AP	AP	AP	4c	4c

January

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	2	2	2	2	4b	4b	3	3	3	3	3	1b	1b	4	4	4	4	4	2c	2c	1	1	1	1	1	3c	3c	2	2	2	2
6:30 - 15:00	3,4,1	3,4,1	3,4,1	3,4,1	3,4,1	1b	1b	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2b	2b	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3b	3b	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4a	4a	3,4,1	3,4,1	3,4,1
15:00 - 23:30	AP	AP	AP	AP	AP	1c	1c	AP	AP	AP	AP	AP	2c	2c	AP	AP	AP	AP	AP	3c	3c	AP	AP	AP	AP	AP	4d	4d	AP	AP	AP

February

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22:00 - 6:30	2	4c	4c	3	3	3	3	3	1c	1c	4	4	4	4	4	2d	2d	1	1	1	1	1	3d	3d	2	2	2	2
6:30 - 15:00	3,4,1	3,4,1	1a	1a	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2a	2a	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3a	3a	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4e	4e	3,4,1	3,4,1	3,4,1
15:00 - 23:30	AP	AP	1d	1d	AP	AP	AP	AP	AP	2d	2d	AP	AP	AP	AP	3d	3d	AP	AP	AP	AP	AP	AP	4b	4b	AP	AP	AP

March

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22:00 - 6:30	2	4d	4d	3	3	3	3	3	1d	1d	4	4	4	4	4	2e	2e	1	1	1	1	1	3e	3e	2	2	2	2	2	4e	4e
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15:00 - 23:30	AP	AP	1b	1b	AP	AP	AP	AP	AP	2b	2b	AP	AP	AP	AP	3b	3b	AP	AP	AP	AP	AP	AP	4a	4a	AP	AP	AP	AP	AP	1a

April

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 6:30	3	3	3	3	1e	1e	4	4	4	4	4	4																		
6:30 - 15:00	1c	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2c	2c	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3																	
15:00 - 23:30	1a	AP	AP	AP	AP	AP	2a	2a	AP	AP	AP	AP																		
6:30 - 15:00															1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4			1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4			

Weekend

Stat Holiday

AP Afternoon Patrol

Sept. 12/17

Backgrounder to 2+1 Highway resolution

The GEMS (Going the Extra Mile for Safety) committee has been working diligently to try to brainstorm positive changes to ensure safer options for driving on our Highway 11 North.

For many years in North Eastern Ontario there has been discussion about converting Highway 11 to a four lane divided highway. Facts have been proven that the traffic volumes and cost simply do not make this a viable option. Our committee has been investigating a possible solution with a road design entitled "2+1 Highway" which is a strong contender to our original idea.

In the early 1990's Sweden was looking for a solution to their high fatality rates on their highways. They decided that no one should die on their roads and they should have less economic and personal loss on their roads. With this attitude clearly established, they looked at various options and chose to redesign many of their roads into a 2+1 model with a median barrier. They now have over 2,700 km of these roads and have reduced their fatality rate by over 60%, as well as experiencing improved driver attitudes toward road safety and efficiency. They have also found some other benefits including some improved travel times and some general highway efficiency. Other European countries have also adopted this model in various forms.

A 2+1 highway consists of 2 lanes in one direction and 1 lane in the other, divided by a median barrier, usually a wire cable on posts. Every 2 -3 km the lanes switch over and the other direction has two lanes to allow for safe passing. The cable barriers virtually eliminate head on collisions and it also ensures that poor drivers do not pass at inappropriate locations or distracted and fatigued drivers do not travel into oncoming traffic.

The application of the 2+1 model for highway 11 north of North Bay would improve safety tremendously as well as the efficiency and reputation of the road. Many drivers have witnessed countless close calls due to poor drivers not respecting the rules of the road. The 2+1 model would go a long way in reducing those collisions and potential collisions by ensuring that drivers drive safely.

Hwy 11 would be a suitable road to implement 2+1 for the following reasons.

1. It is a highway used by significant interprovincial traffic.(It is designated as part of the Trans Canada Highway)
2. It has the required volume at 4,000 to 12,000+ AADT (average annual daily traffic).
3. It would use the existing road bed.
4. It would not by-pass towns and villages as the 2+1 returns to normal two lane highway through towns or other locations where it is not possible.
5. It would be much more affordable than a four lane divided highway. It is generally only 20 to 25% of the cost of a full divided highway. Working with one road bed and having very few overpasses means that the costs are much lower.
6. Northern Ontario experiences similar weather conditions as our European counterparts.

This model will not be without its detractors but it is clear to everyone who uses Highway 11 that improvements need to be made for both safety and economic reasons. The 2+1 model has shown very significant improvements where it has been implemented in Europe and therefore its implementation in Northern Ontario would clearly be an improvement over the current situation. We need to move the discussion further and come up with positive solutions that solve some of the problems that we have had for so many years. We need to have a dialogue where all the stakeholders remain open and committed to, at minimum, a full and complete discussion of the 2+1 model with the intent of establishing a pilot project.

This Resolution is asking the Government to explore the 2+1 model in conjunction with stakeholders, and to initiate a pilot project which would convert an appropriate section(s) of Highway 11 to the 2+1 model.



'2 plus 1 Road' -
a positive measure towards
safer motoring



Typical wide two lane
road

Photomontage of typical
2 plus 1 roadway.

NRA to pilot new road type

Road safety continues to be an important issue, particularly on national primary single carriageway roads in Ireland. Any new measures that help reduce accidents and fatalities on single carriageway roads must be further advanced. To this end, a working group comprising representatives from National Road Authority, Regional Design Offices, Local Authorities and Consultants has been researching a new road type for the last two years. The view of the group is that the 2 plus 1 Road has potential for use in Ireland because of the poor accident record/characteristics of single carriageway roads and because of the traffic volumes on much of the National Primary network. It is proposed to pilot four 2 plus 1 schemes around the country over the next few years.



(The NRA would like to thank the Swedish National Roads Authority for the use of photographs)



A '2 plus 1 Road'

A 2 plus 1 road consists of two lanes in one direction of travel and one lane in the opposite direction. The two-lane section, which provides a safe overtaking zone, alternates with a one-lane section at intervals of 2km approximately. The traffic streams are separated by a safety barrier system, which prevents overtaking manoeuvres on the one-lane section. Right turning movements will be at controlled junctions and a reduction of head on collisions is anticipated.

Sweden has led the way in research and development of the 2 plus 1 road type with safety barrier systems and has constructed in excess of twenty-five such schemes since 1998, both on green field and retrofit sites. 2 plus 1 roads also operate in Finland, Denmark, Scotland and Germany. The National Roads Authority in conjunction with several Local Authorities propose to pilot a number of 2 plus 1 schemes around the country in the near future.

Approximate Overtaking Distance 2 Km

Approx Distance: 2 Km

Crash barrier EU Safety Standard: EN1317

Extensive road markings and directions

Central median

At present many National Primary roads have climbing lanes with two lanes on the uphill section and one lane on the downhill section.

Irish drivers are familiar with their operation, notably the reduction from 2 lanes to 1 lane beyond the crest of a hill. Therefore the main difference between these roads and the new 2 plus 1 road type is the existence of a safety barrier between the opposing traffic streams.

Application of the 2 plus 1 road by NRA

The National Primary road network has an overall length of approximately 2800 km which carries 31% of all road traffic. The National Development Plan (2000-2006) when fully implemented will deliver approximately 1200 km of the National Primary road network to a high quality dual carriageway/motorway standard.

As indicated overleaf these roads have excellent accident characteristics. The remaining 1600 km of the National Primary road network will consist of single carriageway roads.

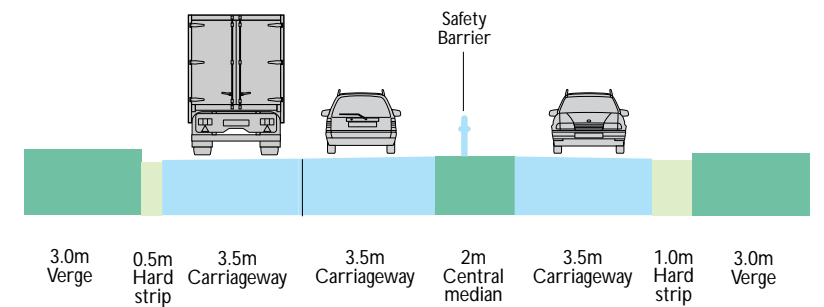


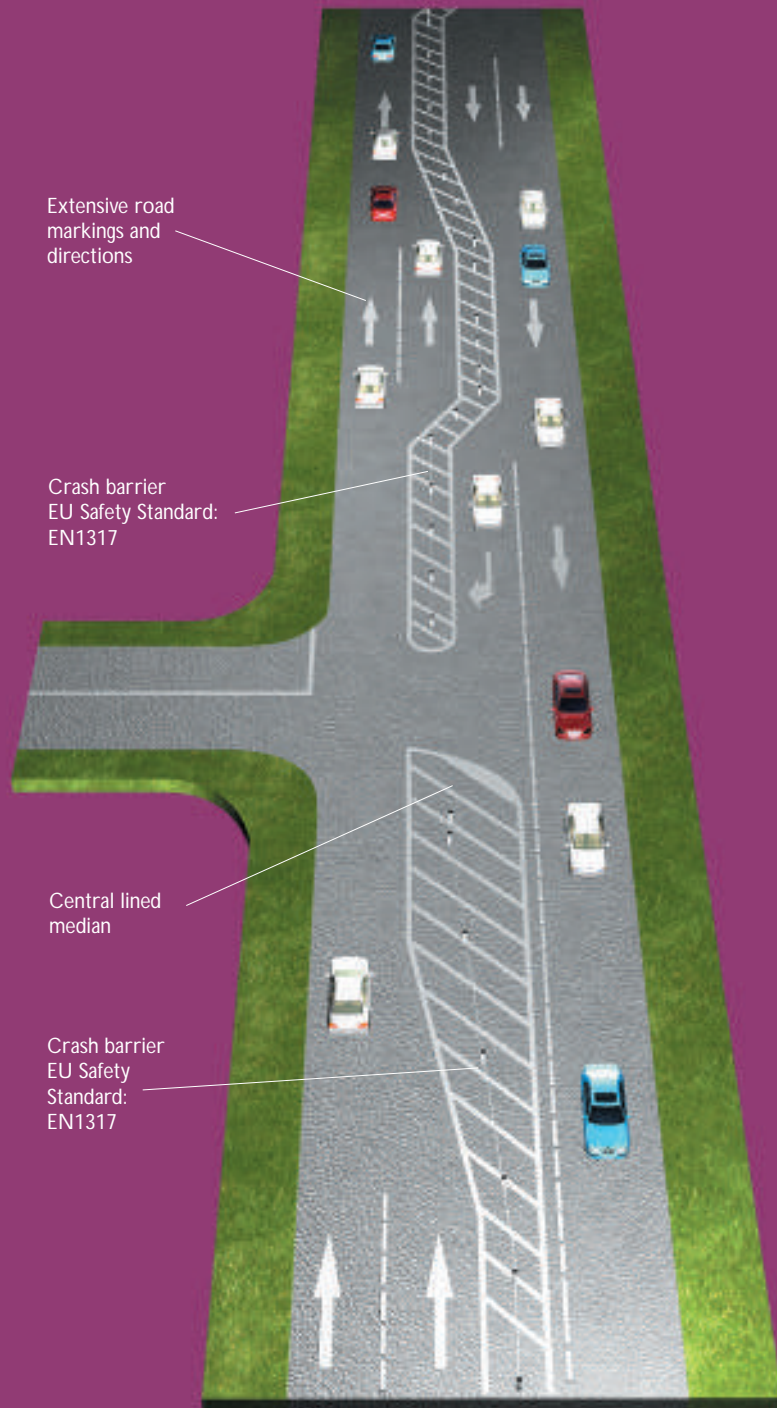
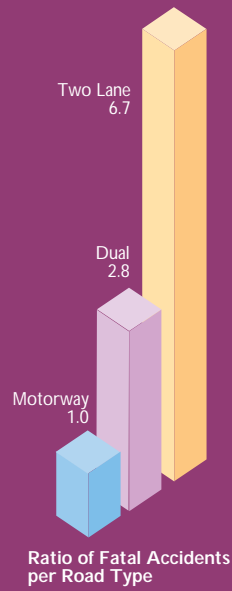
Fig 1: Proposed 2 plus 1 Cross Section

The 2 plus 1 road type will be considered for new National Primary projects on routes to which the high quality dual carriageway/motorway standard does not apply. This applies to approximately 700km of new projects, with a potential of retrofitting an additional 150km on existing routes. Therefore this road type potentially applies to thirty per cent of National Primary roads.

PROPOSED ROAD STANDARD FOLLOWING COMPLETION OF THE NATIONAL PRIMARY PROGRAMME, AS OUTLINED IN NDP	
Road Type	Length
Standard 2 Lane	750km
2 plus 1	850km
Motorway or Dual Carriageway	1200km

Head on collisions account for 20% of accidents on two lane roads but account for 37% of fatal accidents. Single vehicle accidents account for 24% of accidents on two lane roads but account for 30% of fatal accidents. The NRA considers that the 2 plus 1 Lane Road Type with a safety barrier will significantly reduce fatal head on collisions on single carriageway roads and reduce the severity of all accidents.

In Europe there is a move towards self-regulating roads as it is recognised that the over reliance on enforcement does not ensure safe driving behaviour. The 2 plus 1 road is a step in this direction.



The main advantages of using the 2 plus 1 road type

The main advantage of 2 plus 1 roads is enhanced safety. The separation of opposing traffic streams in a 2 plus 1 road prevents cross over accidents including head-on collisions.

In Sweden, it has been estimated that a 2 plus 1 road type with a safety barrier led to an overall reduction of 50% in fatal accidents when compared to a single carriageway road. This was achieved largely by the elimination of head on collisions and a transfer of accidents from the fatal category to the minor injury category (Bergh, Carlsson, 2001).

Therefore the primary benefits of the 2 plus 1 is the overall reduction in the incidence of fatal accidents and in the severity of accidents in comparison to the single carriageway road.

In Sweden, it has been estimated that a 2 plus 1 road type with a safety barrier led to an overall reduction of 50% in fatal accidents when compared to a single carriageway road.



The provision

of overtaking sections every 2km reduces driver frustration and the provision of a central safety barrier eliminates imprudent over taking. Provision for right turning movements will only be at designated junctions.

Analyses of the economics of two-lane roads have indicated that the 2 plus 1 is a slightly more economic solution than the wide single carriageway.

The main disadvantages of using the 2 plus 1 road type

It is proposed to use a safety barrier to separate the traffic streams. Irish drivers and motorcyclists will be unfamiliar with safety barriers on single carriageway roads and will be required to adapt to this new situation. There will be a need to clearly explain the operation of this new road type to the general public.

Experience in Sweden indicates that the presence of the safety barrier slightly increases the number of minor injury accidents but decreases by 40 to 55 percent the fatal and serious injury accidents.



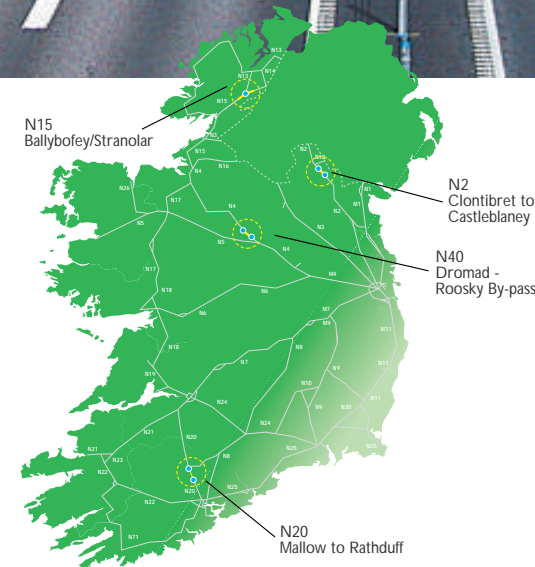
Property owners adjacent to 2 plus 1 roads may be required to drive longer distances to access their property as the safety barrier prevents all right turns from the main road other than at designated junctions.

On the one lane section of the 2 plus 1 road type, road users driving behind a slow moving vehicle (e.g. tractor) must travel until the next two-lane section is reached in order to overtake.

Introduction of the 2 plus 1 road type in Ireland

Initially there will be four pilot projects on national primary roads. These 2 plus 1 projects are as follows:

Co. Cork:	N20 Rathduff to Mallow	Retrofit	9km
Co. Leitrim:	N4 Dromod -Roosky	Green field site	8km
Co. Monaghan:	N2 Clontibret to Castleblaney	Green field site	15km
Co. Donegal:	N15 Ballybofey Stranolar	Green field site	16km



These projects will allow for the traffic, operational and safety assessments of the 2 plus 1 road type in Irish conditions. Driver behaviour and attitude will be monitored as well as accident characteristics.

The first project is a retrofit project on an existing 9km section of the N20 Rathduff to Mallow road. It is expected that this project will be completed by the end of 2004. The other projects will be implemented over the next few years and will be monitored for a number of years after opening.

Publicity for this new road type

All of the above schemes will be going through a formal planning process, which will involve significant consultation with local residents. In advance of this process, a local publicity campaign will accompany each of these pilot schemes. The National Roads Authority will co-ordinate the raising of awareness of this new road type both nationally and at a local level in consultation with the local authorities involved.

FREQUENTLY ASKED QUESTIONS

How will pedestrians and cyclists be catered for?

As shown on the cross-section (Fig.1) the overall width of pavement on the single lane side is 5.75m, consisting of a 1.0m hard shoulder, a 3.5m carriageway and a 1.25m hard strip adjacent to the safety barrier. This affords sufficient carriageway width to allow a vehicle to safely pass a pedestrian or cyclist and is at least as great as that provided on the national secondary network and most regional roads.

In addition, on the new 2 plus 1 road projects (approximate length of 700km) cyclists and pedestrians will be encouraged by signage to use an alternative route, for example the old national primary route.

How will access to land and properties be provided for?

Access to land and properties adjacent to the 2 plus 1 will be provided by means of left in and left out turns and by designated U turns. Diversion lengths will be kept to a minimum but some inconvenience to local landowners may be experienced, particularly on the retrofit schemes.



What happens if I have a breakdown on a 2 plus 1 road?

On the one-lane section there is a width of 5.75m, which provides sufficient width for two trucks to pass. Breakdowns on the two-lane sections will not pose a problem, as there is a paved width of 8.25m. In the event of a serious accident a contraflow will be set up.

Why use a barrier on a 2 plus 1 road?

The purpose of any safety barrier system is to contain and redirect errant vehicles, preventing the vehicle from crossing the safety barrier to the opposing lane.

The 2 plus 1 road type developed in Sweden includes a safety barrier and has led to a 50% reduction in fatalities. Where a barrier system is used for the separation of opposing traffic streams in a 2 plus 1 road, head on collisions are virtually eliminated and there is a transfer of accidents from the fatal category to the minor injury category (Bergh, Carlsson, 2001).



Early research indicates that where the opposing traffic streams are separated by means other than a barrier system there is a 25% reduction in accidents. However a more significant reduction in accident rates is achieved using a barrier system and for this reason a safety barrier system will be included in the pilot 2 plus 1 projects.

Cross over accidents in Ireland are almost twice the rate of Sweden or the UK, thus highlighting the need for a barrier system. The containment level achieved by the safety barrier system will comply with EU standards (EN 1317).

How much does the 2 plus 1 road type cost?

From 2004 NRA cost estimates, the 2 plus 1 road type costs €3.586 million/km. This compares to €3.763 million/km for a wide single carriageway. There is however a higher maintenance cost associated with the 2 plus 1 road type.

**The Swedish Experience:
950km of 2 plus 1 road constructed
by the end of 2003 with over 50%
reduction in fatal accidents
on these roads.**

ADVANTAGES OF THE 2 PLUS 1 ROAD TYPE

- Reduction in the number of fatalities due to cross over accidents *
- Reduction in the severity of all accidents *
- Reduction in the number of head on collisions *
- Elimination of uncontrolled right turning movements
- Controlled access onto National Primary Roads
- Reduction in driver frustration by the provision of overtaking opportunities every 2km approximately
- A positive measure towards self-regulating roads

(* based on international research findings)

DISADVANTAGES OF THE 2 PLUS 1 ROAD TYPE

- Slight increase in number of material damage accidents *
- Need for maintenance of the safety barrier system
- Potential inconvenience for landowners adjacent to a 2 plus 1 road

(* based on international research findings)





2 plus 1 Road - Pilot Programme



Other Booklets in this Series published by the National Roads Authority include:

The National Roads Authority - an Overview of the Authority's Roles and Functions.

The National Road Needs Study.

National Roads Improvement Programme and the National Development Plan 2000 - 2006.

National Road Project Planning.

Compulsory Purchase Order Procedures and Compensation.

Public Private Partnerships.

Road Safety.

ITS (Intelligent Transport Systems)

Publications Unit,
National Roads Authority,
St. Martin's House,
Waterloo Road,
Dublin 4.

Tel: +353 1 660 2511.
Fax: +353 1 668 0009.
Email: info@nra.ie.
www.nra.ie/Transportation/IntelligentTransportationSystems



The Corporation of the City of Temiskaming Shores

By-law No. 2017-097

**Being a by-law to authorize the entering into an Agreement with
Agnico Eagle Mines Limited for the disposal of Contaminated
Waste from the Cobalt Lode Site at the Haileybury Landfill Site**

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

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

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

And whereas Council considered Administrative Report No. PW-026-2017 at the August 8, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Agnico Eagle Mines Limited for the disposal of Contaminated Waste from the Cobalt Lode Site at the Haileybury Landfill Site for consideration at the August 8, 2017 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an agreement with Agnico Eagle Mines Limited;

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

1. That the Mayor and Clerk be authorized to execute an Agreement with Agnico Eagle Mines Limited for the acceptance of Contaminated Waste from the Cobalt Lode Site at the Haileybury Landfill Site, a copy of which is hereto attached as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 3rd day of October, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-097

Agreement between

The Corporation of the City of Temiskaming Shores

and

Agnico Eagle Mines Limited

For the acceptance of Contaminated Waste from the Cobalt
Lode Site at the Haileybury Landfill Site

This Agreement made in duplicate this 8th day of August, 2017.

Between:

Agnico Eagle Mines Limited

(hereinafter referred to as “Agnico”)

And:

The Corporation of the City of Temiskaming Shores

(hereinafter referred to as “the City”)

Recitals

Agnico wishes to dispose of Contaminated Waste (“waste”) from their Cobalt Lode Site at the City owned Haileybury Landfill Site in accordance with the applicable Environment Compliance Approval;

The City and Agnico (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, delivery and disposal of the waste;

Now therefore in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the City and Agnico agree as follows:

General Provisions

1. Volume of Contaminated non-Hazardous Waste

The Contaminated Waste referred to herein is being transferred from Agnico’s Cobalt Lode Site and has been estimated at 2,300 m³ (3,000 yd³) and has an average TCLP of 2.18 mg/L. Arsenic must be at levels of TCLP 2.5 mg/L or above to be considered Hazardous.

The volume of waste permitted to be disposed at the Haileybury Landfill Site shall not exceed 2,800 m³ (3,700 yd³) without prior written approval of the City in the form of a Council resolution.

The material shall be verified by box measure by Agnico’s Environmental Consultant, Story Environmental.

2. Environmental Law

Agnico is required to comply with all applicable Environmental Laws, practice good

environmental stewardship and in compliance with the provisions contained herein. In this regard the City recognizes that Agnico has retained consultant services from Story Environmental as Project Manager for this initiative.

3. Agnico as Independent Contractor

In performing the disposal of the waste, Agnico shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither Agnico nor its employees, agents or subcontractors shall be subject to the direction and control of the City, except in regards to access to the Haileybury Landfill Site.

4. Authorized Representatives

Agnico and the City shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement. Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party’s Authorized Representative until such time as it receives a written notification of change of the other Party’s Authorized Representative. At the time of execution of this Agreement the following are the Authorized Representatives:

For the City:

Steve Burnett
Technical & Environmental
Compliance Coordinator

and/or

G. Douglas Walsh, CET
Director of Public Works

For Agnico:

Josée Noel
Project Leader
Mining Reclamation

and/or

Maria Story, Project Manager
Story Environmental

5. Indemnification of the City

Agnico shall exonerate, indemnify and hold harmless the City, its directors, officers, employees and agents from and against claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the City to the extent that such claim is solely attributed to Agnico’s negligence or willful misconduct when disposing of the waste.

6. Insurance

Agnico shall maintain Commercial General Liability insurance to a policy limit of at least five million dollars (\$5,000,000) in primary and umbrella/excess liability policy including but not limited to bodily injury, property damage, personal injury, product liability, contractual liability, owners and contractors protective, contingent employer’s liability, non-owned automobile liability, cross liability and severability of interest clause. The policy shall contain a waiver of subrogation in favor of the City and shall include **The**

Corporation of the City of Temiskaming Shores as an additional insured.

7. Acceptance of Material

Agnico shall place/dump the material at the Haileybury Landfill Site as per the instructions of the authorized agent for the City after which the City shall be responsible for the levelling and placement of the material as well as the placement of cover material in accordance with the Environment Compliance Approval for the Landfill Site.

8. Project Duration or Suspension of Operations

Agnico shall not commence haulage of material until confirmation has been provided from the Ministry of Environment and Climate Change (MOECC) that the material is acceptable at the Haileybury Landfill Site.

Agnico shall provide a minimum of thirty (30) days’ notice to the City prior to commencement. Haulage shall continue until the agreed upon volume has been delivered.

Agnico shall notify the City’s authorized agent of any anticipated operational or weather conditions that would result in the suspension of operations.

The City shall notify Agnico’s authorized agent of any anticipated emergency situation wherein which the Haileybury Landfill Site cannot be accessed that would result in the suspension of operations.

9. Early Termination

If this Agreement is terminated for any reason by either Party prior to the completion of the haulage of the waste then Agnico shall pay the City for all waste deposited up to the date of termination.

10. Disposal Fees

A rate of \$76.45/m³ (\$100/yd³) shall be applied to the waste, being the current Contaminated Waste Non-Resident disposal fee. Agnico agrees to pay all amounts owing within thirty (30) days, as they become due, including any interest charges on late payments.

Except as otherwise expressly set out in this Agreement, Agnico’s total liability under this Agreement shall not exceed an amount equal to the aggregate amount of the disposal fee set out in this section 10.

11. Environmental Studies

Prior to any disposal at the Haileybury Landfill Site any Environmental Studies required solely in association with the waste shall be at the sole expense of Agnico.

12. Amendments

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto.

13. Survival

All outstanding payment obligations shall survive indefinitely the termination of this Agreement.

14. Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

15. Governing Law

This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

Remainder of this Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Agnico Eagle Mining Limited

Contractor’s Seal)
(if applicable))

Josée Noel – Project Leader, Mining Reclamation

Witness
Print Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2017-125

**Being a by-law to adopt the 2017-2018 Winter
Operations Plan for the City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report PW-034-2017 at the October 3, 2017 Regular Council meeting and directed staff to finalize the 2017-2018 Winter Operations Plan and directed staff to prepare the necessary by-law for consideration at the October 3, 2017 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 hereby adopts the 2017-2018 Winter Operations Plan for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 3rd day of October, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to
By-law No. 2017-125
2017-2018
Winter Operations Plan



City of Temiskaming Shores

Public Works Department Operations Division

Winter Operations Plan 2017 – 2018

Roadways and Sidewalks

Table of Contents

Item	Page
List of Appendices	4
Purpose	6
Definitions	6
1.0 Objective	7
2.0 Policy Statement	8
3.0 Responsibilities	8
4.0 Winter Maintenance Program	9
4.1.0 The System Maintained	9
4.2.0 Level of Service	10
4.3.0 Winter Maintenance Season	13
4.4.0 Winter Preparations	14
4.4.1 Prior to Winter Season	14
4.4.2 One Month Prior to Winter Season	14
4.4.3 Two Weeks Prior to Winter Season	15
4.4.4 Start of Winter Season	15
4.5.0 Winter Patrol	16
4.6.0 Operations	16
4.6.1 Staffing and Hours of Work	16
4.6.1.1 Minimum Crew Size	17
4.6.1.2 Contracts	18
4.6.2 Winter Materials Used Annually	18
4.6.3 Application Rates	19
4.6.3.1 Winter Sand	19
4.6.3.2 Salt	19
4.6.4 Equipment – Winter Maintenance Fleet	20
4.6.5 Yard Facilities	21
4.6.6 Roadway De-Icing and Sanding	22
4.6.7 Snow Plowing	22
4.6.8 Snow Removal and Disposal	23
4.6.8.1 City By-Laws and Ordinances	24
4.6.9 Sidewalk Service Standards	24
4.6.10 Parking Lot Service Standards	24
4.6.11 Vulnerable Areas	25
4.6.12 Weather Monitoring	25
4.6.13 Communications	26

4.6.14	Call Out Procedures	26
4.6.15	Road Closure Procedures	27
4.7.0	Decommissioning Winter Operations	28
4.7.1	Two Weeks after the Winter Season Ends	28
4.7.2	One Month after the Winter Season Ends	28
4.8.0	Training	28
4.9.0	Record Keeping	29
5.0	Plan Improvement	30
6.0	Monitoring and Updating	30
7.0	Notes	31

List of Appendices

Appendix A – Route A	South Haileybury
Appendix A – Route B	North Haileybury
Appendix A – Route C	West Haileybury
Appendix A – Route D	South New Liskeard
Appendix A – Route E	Central New Liskeard
Appendix A – Route F	North New Liskeard
Appendix A – Route G	West Dymond
Appendix A – Route H	East Dymond
Appendix A – Route I	Highway Plow Route
Appendix B – 01 NL	New Liskeard Sidewalks
Appendix B – 02 Hlby	Haileybury Sidewalks
Appendix C – 01 Dym	Dymond 4 x 4 Plow Truck
Appendix C – 02 NL	New Liskeard 4 x 4 Plow Truck
Appendix C – 03 Hlby	Haileybury 4 x 4 Plow Truck
Appendix C – 04 NL	New Liskeard Loader / Snow Dumps
Appendix C – 05 Hlby	Haileybury Loader
Appendix D – 01 NL	Snow Removal Program
Appendix D – 02 Hlby	Snow Removal Program
Appendix E – 01	Inspection Zone Map
Appendix E – 02	Daily Patrol Route
Appendix E – 03	Patrol Report Form
Appendix E – 04	Work Order Form
Appendix E – 05	Media Release – Road Closure
Appendix F – 01	Section 5.9 – Prohibition of Overnight Parking
Appendix F – 02	By-law No. 2009-159 Snow Removal & Relocation
Appendix G Notice	Overnight Parking Restriction
Appendix H	Minimum Maintenance Standards (O. Reg 239/02)
Appendix I – 01	Operator Training Record
Appendix I – 02	Patrol Person Training Record
Appendix J – 01	Roads – Call out Guide
Appendix J – 02	Sidewalk – Call out Guide

Appendix J – 03	Snow Removal – Call out Guide
Appendix K	Winter Control Notification – Flow Chart
Appendix L	Organizational Chart
Appendix M	Shift Partners
Appendix N – 01	Winter Shift Schedule – All Crews
Appendix N – 02	Winter Shift Schedule – Crew One
Appendix N – 03	Winter Shift Schedule – Crew Two
Appendix N – 04	Winter Shift Schedule – Crew Three
Appendix N – 05	Winter Shift Schedule – Crew Four
Appendix N – 06	Winter Shift Schedule – Supervisors
Appendix O	Staff Contact Info
Appendix P	Emergency Telephone System
Appendix Q	By- law 2017-046 (MTO – T. Shores Agreement)

Purpose

This Winter Operations Plan sets out a policy and procedural framework for ensuring that the Corporation of the City of Temiskaming Shores continuously improves on the effective delivery of winter maintenance services and the management of road salt used in winter maintenance operations, as outlined in Environment Canada's Code of Practice for the Environmental Management of Road Salts.

The plan is meant to be dynamic, to allow the municipality to evaluate and phase-in any changes, new approaches and technologies in winter maintenance activities in a fiscally sound manner. At the same time, any modifications to municipal winter maintenance activities must ensure that roadway safety is not compromised. As specified in the Code of Practice for the Environmental Management of Road Salts, the Winter Operations Plan for the Corporation of the City of Temiskaming Shores was endorsed by Council on the 18th day of October, 2016.

Definitions

Anti-icing means the application of liquid de-icers directly to the road surface in advance of a winter event. (The City does not apply de-icing agents to the road surface.)

De-icing means the application of solids, liquids, pre-treated material to the road surface after the on-set of the winter event.

Highway includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

Paved Road is a road with an asphalt surface, concrete surface, composite pavement, or portland cement.

Pre-treat means the application of liquids (calcium chloride, sodium chloride, etc.) to dry sand or salt prior to being loaded for storage or applied to the road surface.

Pre-wetting means the application of liquids (calcium chloride, sodium chloride, etc.) at the spinner of the truck just prior to application to the road surface.

Surface Treated Road is road with bituminous surface treatment comprised of one or two applications of asphalt emulsion and stone chips over a gravel road.

Unpaved Road is a weather condition affecting roads such as snowfall, wind blown snow, freezing rain, frost, black ice, etc to which a winter event response is required.

Winter Event is a weather condition affecting roads such as snowfall, wind blown snow, freezing rain, frost, black ice, etc. to which a winter event response is required.

Winter Event Response is a series of winter maintenance activities performed in response to a winter event.

- **Continuous Winter Event Response** is a response to a winter event with full deployment of manpower and equipment that plow/salt/sand the entire system.
- **Spot Winter Event Response** is a response to a winter event with only a part deployment of manpower and equipment or with full deployment to only part of the system.

Winter Event Response Hours are the total number of person-hours per year (plowing, salting/sanding, winging back, etc.) to respond to winter events.

1.0 Objective

The objective of the **2017 - 18 Winter Operations Plan** is to define standards to be maintained and procedures to be followed, to reduce the hazards resulting from winter snow and ice, in order to maintain the City's roadways and sidewalks in a safe condition.

Winter operations standards establish levels of service for snow and ice control across the city, for various classes and priorities of roadways and sidewalks, to ensure the safe and efficient movement of vehicles, people, goods and services through our community. The standards recognize the difference in traffic conditions and associated risk management on the various classes of roadways and sidewalks. Additionally the standards indicate that levels of service may not be met until after the cessation of a winter storm or snowfall event.

Winter operations procedures indicate the actions to be taken in order to maintain the above noted standards. The procedures, in conjunction with the standards, recognize that the winter maintenance measures cannot be carried out on all roadways and sidewalks at the same time, and due to the associated risk management, must follow the priorities as defined by the classification of the roadways and sidewalks.

Notwithstanding the Corporation of the City of Temiskaming Shores is committed to improving winter maintenance operations while continuing to ensure public

safety. The Corporation of the City of Temiskaming Shores will optimize the use of winter maintenance materials containing chlorides on most municipal roads while striving to minimize negative impacts to the environment. The Corporation of the City of Temiskaming Shores public works staff will strive, insofar as reasonably practicable, to provide safe winter road conditions for vehicular and pedestrian traffic as set out in the level of service policies and within the resources established by the Council of the Corporation of the City of Temiskaming Shores.

2.0 Policy Statement

The Corporation of the City of Temiskaming Shores will provide efficient and cost effective winter maintenance to ensure, insofar as reasonably practicable, the safety of users of the municipal road network in keeping with applicable provincial legislation and accepted standards while striving to minimize adverse impacts to the environment. These commitments will be met by:

- adhering to the procedures contained within the Winter Operations Plan;
- reviewing and upgrading the Winter Operations Plan on an annual basis to incorporate new technologies and new developments;
- committing to ongoing winter maintenance staff training and education; and
- monitoring on an annual basis, the present conditions of the winter maintenance program, as well as the effectiveness of the Winter Operations Plan.

3.0 Responsibilities

The Director of Public Works is ultimately responsible for winter maintenance operations within the City of Temiskaming Shores. The Superintendent of Transportation Services, reporting to the Director of Public Works, is directly responsible, for winter maintenance operations. The two Superintendents of the operations division have front line management level responsibilities, for directing the winter maintenance operations.

Winter operations are carried out by a combination of full time road employees and, as required, contractor services, including three Heavy Equipment Operator / Crew Leaders, one Heavy Equipment / Crew Leader – Mechanic, twelve Equipment Operators and four Water and Sewer Operators reporting to the two Superintendents.

The Heavy Equipment Operator / Crew Leader or Patrol Person working evening shift, night shift or weekend shifts will be required to carry "*on-duty*" cell phones that will receive emergency calls re-directed from the Public Works main complex telephone system during their respective shifts. It is the responsibility of that

person to contact the Superintendent or his approved alternate, to act on the emergency accordingly.

The Crew Leader or Patrol Person will be responsible to contact the Superintendent, or his approved alternate, to arrange for additional operators and equipment, as may be required, to ensure that the roads are cleared of ice and snow in accordance with this plan.

4.0 Winter Maintenance Program

4.1.0 The System Maintained

The major activities related to winter maintenance are:

- snow plowing
- salt /sand application
- salt and sand storage
- snow removal snow storage
- sidewalk plowing and de-icing

The Corporation of the City of Temiskaming Shores is responsible for winter maintenance on:

Paved Roads	352 lane km
Surface Treated Roads	45 lane km
Unpaved Roads	218 lane km
Sidewalks	42 km
Paths and Trails	9 km

For the purposes of this winter operations plan, the highways under the jurisdiction of the Corporation of the City of Temiskaming Shores have been classified (Class 2, 3,4, 5 & 6) as per the following table which is based on the Classification of Highways table included in O.Reg. 239/02.

Classification of Highways

Average Annual Daily Traffic (number of motor vehicles)	Posted or Statutory Speed Limit (kilometres per hour)						
	91 - 100	81 - 90	71 - 80	61 - 70	51 - 60	41 - 50	1 - 40
15,000 or more	1	1	1	2	2	2	2
12,000 - 14,999	1	1	1	2	2	3	3

10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	3	3
5,000 - 5,999	1	2	2	3	3	3	3
4,000 - 4,999	1	2	3	3	3	3	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	4	4
1,000 - 1,999	1	3	3	3	4	4	5
500 - 999	1	3	4	4	4	4	5
200 - 499	1	3	4	4	5	5	5
50 - 199	1	3	4	5	5	5	5
0 - 49	1	3	6	6	6	6	6

For the purposes of the table above to this section, the average daily traffic on a highway or part of a highway under the jurisdiction of the Corporation of the City of Temiskaming Shores shall be determined:

- a. by counting and averaging the daily two-way traffic on the highway or part of the highway; or
- b. by estimating the average daily two-way traffic on the highway or part of the highway.

The table below summarizes the road system in the Corporation of the City of Temiskaming Shores as follows:

	Paved(L Km.)		Surface Treated(L Km.)		Unpaved (L Km.)	
	Rural	Urban	Rural	Urban	Rural	Urban
Class 1	0	0	0	0	0	0
Class 2	15.23	0	0	0	0	0
Class 3	18.21	30.62	7.8	0	0	0
Class 4	13.76	58.94	12.22	0	0	0.2
Class 5	4.9	71.1	0	4.8	48.34	5.71
Class 6	0	143.09	8.2	0	128.45	50.36

4.2.0 Level of Service

The Corporation of the City of Temiskaming Shores provides the following level of service during the winter maintenance season, as set out in 3.3.0, in response to a winter event.

Weather monitoring

- (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.
- (2) From May 1 to September 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day.

Snow accumulation

Section 4 of the Regulation is revoked and the following substituted:

- (1) The minimum standard for addressing snow accumulation is,
 - (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
 - (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres.
- (2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation.
- (3) For the purposes of this section, the depth of snow accumulation on a roadway may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:
 1. Patrolling highways.
 2. Performing highway maintenance activities.
 3. Supervising staff who perform activities described in paragraph 1 or 2.

- (4) The depth of snow accumulation on a roadway may be determined by,
 - (a) performing an actual measurement;
 - (b) monitoring the weather; or
 - (c) performing a visual estimate.
- (5) For the purposes of this section, addressing snow accumulation on a roadway includes, but is not limited to,
 - (a) plowing the roadway;
 - (b) salting the roadway;
 - (c) applying abrasive materials to the roadway; or
 - (d) any combination of the methods described in clauses (a), (b) and (c).
- (6) This section does not apply to that portion of the roadway designated for parking,

Snow Accumulation

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

Ice formation on roadways and icy roadways

Section 5 of the Regulation is revoked and the following substituted:

- (1) The minimum standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:
 - 1. Monitor the weather in accordance with section 3.1.
 - 2. Patrol in accordance with section 3.

3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway to prevent ice formation within the time set out in the Table to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose.
- (2) If the municipality meets the minimum standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the earlier of,
 - (a) the time that the municipality becomes aware of the fact that the roadway is icy; or
 - (b) the applicable time set out in the Table to this section for treating the roadway to prevent ice formation expires.
- (3) The minimum standard for treating icy roadways after the municipality becomes aware of the fact that a roadway is icy is to treat the icy roadway within the time set out in the Table to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the Table for treating the icy roadway expires.
- (4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand.

Ice Formation Prevention and Icy Roadways

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

4.3.0 Winter Maintenance Season

The winter maintenance season within which the Corporation of the City of Temiskaming Shores will perform winter highway maintenance commences on November 1st, 2017 and is completed April 30th, 2018.

4.4.0 Winter Preparations

In the months prior to the start of the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores undertakes the following tasks to prepare for the upcoming winter season.

4.4.1 Prior to the Winter Season

Prior to the winter season, if required, prepare and call tenders for the supply of materials (salt, sand, liquid), replacement parts (for plows, solid and liquid application equipment), value added meteorological services (VAMS) and contract equipment (plow trucks, spreader trucks, combination units). Prior to the winter season Corporation of the City of Temiskaming Shores will;

1. Conduct a mandatory training session for staff and contract operators where all policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions will be discussed. Any issues resulting from the meeting with regard to the policies, procedures, schedules, reporting procedures for callout, route maps, equipment training and safety precautions shall be resolved either at the meeting or prior to the winter season.
2. Train winter patrollers (or staff whose duties also include patrolling) on the route of representative roads to be patrolled between winter events, their duties during a winter event, recording keeping requirements and callout procedures and the de-icing chemicals to be applied for the forecast weather conditions.
3. Inspect equipment to ensure proper working order. Schedule and complete any and all equipment repairs
4. Arrange for the delivery of materials (salt, sand and liquid solution) and begin filling storage facilities. If liquid solution is mixed on site, begin mixing and filling storage tanks.
5. Confirm that all guiderail, catchbasin, hazard and fire hydrant markers, if any, are in place. Any missing markers will be replaced prior to the winter session.

4.4.2 One Month Prior to the Winter Season

One month prior to the winter season Corporation of the City of Temiskaming Shores will;

1. Post the winter shift schedule in accordance with the municipality's collective agreement, if any.
2. Assign equipment to staff.
3. Calibrate material application equipment.
4. Allow operators (staff and contract) time to familiarize themselves with any new equipment, material application rates, material application equipment and their route (driving the route and noting obstacles along the route).
5. Assign staff to monitor weather forecasts on a daily basis. Assign night patrol shift if forecast indicates an overnight winter event is probable. The patrol person will be authorized to initiate a winter event response if conditions warrant a response.
6. Have a 25 % of the fleet ready to respond to a winter event.
7. Have sufficient staff available to operate the fleet if conditions warrant a winter event response.

4.4.3 Two Weeks Prior to the Winter Season

Two weeks prior to the winter season the Corporation of the City of Temiskaming Shores will;

1. Begin regularly scheduled night patrol of representative roads that are maintenance class 1 and 2 roads, as deemed necessary.
2. Have the required complement of the fleet ready to respond to a winter event.
3. Have staff available to operate the required complement of the fleet if conditions warrant a winter event response

4.4.4 Start of the Winter Season

At the start of the winter season the Corporation of the City of Temiskaming Shores will;

1. Implement the winter shift schedule.
2. Begin patrolling representative roads in all maintenance classes.
3. Respond to winter events as per the winter operations plan.

4.5.0 Winter Patrol

During the winter maintenance season, as identified in 4.3.0, the Corporation of the City of Temiskaming Shores carries out a winter patrol on a route of representative roads twice daily, 7 days a week. Between winter events a patrol of representative roads will occur during daylight hours and a second night patrol will be also be scheduled. The purpose of the patrol is to monitor and record weather and road conditions and mobilize winter maintenance operators and equipment should a winter event be observed and a winter event response is required. On the approach of a winter event or during a winter event the route of representative roads may be modified, insofar as reasonably practicable, depending on the type and severity of winter event or the direction from which the storm approaches.

The patrol person will be familiar with local conditions in their patrol area, and prepare a condition log of road and weather conditions as well as any actions taken during the shift. The winter patrol schedule parallels the designated winter season.

4.6.0 Operations

4.6.1 Staffing and Hours of Work

Four (4) regular crews for Public Works staff will be scheduled during the "Winter Operations Season" on a rotating basis. The winter maintenance season will commence on or about November 1st and finish on or about April 30th of each year. The start and finish dates of the winter maintenance season may be adjusted by management due to weather conditions.

Shift "D" Days	6:30 am to 3:00 pm
Shift "N" Nights	10:00 pm to 6:30 am
Shift "E" Evenings	3:00 pm to 11:30 pm

Crew	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	N	N	N	N	N	OFF	OFF
2	OFF	D,EP	D, EP	D, EP	D, EP	D, EP	OFF
3	DP, EP	D,	D	D	D	D, NP	NP
4	OFF	D,	D	D	D	D,	DP,EP

The Public Works staff will share the requirements of the winter maintenance shift duties. Each day and night shift (Sunday night to

Friday day shift) should, at minimum, consist of one Heavy Equipment / Crew Leader, three Operators / Laborers and one Water / Sewer Operator. Evening and weekend patrol shifts shall consist of, at minimum, one Public Works staff person.

This schedule provides for 24 hours per day – 7 days per week operational coverage during the winter maintenance season and will improve response times during and after winter storm events.

A one-half hour lunch break will be provided beginning at 12:00 pm during the day shift and a ½ hour lunch break beginning at 3:00 am during the night shift and at 7:00 p.m. during the evening shift. All non-paid break periods do not include travel time to and from the work site.

From 6:30 am Monday to 3:00 pm Friday, the Road Superintendent or his approved alternate will provide the legislated road patrol requirements with the purpose of being informed of weather and roadway conditions.

From 3:01 pm Friday to 6:29 am Monday, the weekend day, evening and night shift Patrol Person or Heavy Equipment Operator / Crew Leader will provide the legislated road patrol requirements during their respective shifts with the purpose of being informed of weather and roadway conditions. These same Patrol Persons or Crew Leaders shall carry the "on-duty" cell phone and will respond to emergency calls. It is the responsibility of these individuals to contact to Superintendent or his approved alternate to arrange for additional operators, manpower or equipment as may be required.

A worker's normal scheduled shift may be changed by a supervisor or his alternate at any time provided the supervisor or his alternate so advises the employee by no later than 4 hours after the completion of the employees last regularly scheduled shift.

Two fifteen minute paid "coffee breaks" will be permitted through the shift period, the first break two hours after the shift start time and the other break two hours after the scheduled lunch break period. The fifteen minute paid break period does not include travel time to and from the work site.

4.6.1.1 Minimum Crew Size

A minimum number of operators are required to ensure compliance with this winter operations plan. Therefore restrictions on time off will be governed by the limitations of the following chart.

Operator classification	Limitation
Heavy Equipment Operator	1 of 4
Equipment Operator	4 of 12
Water/Sewer Operators	2 of 4
Equipment Mechanic	1 of 2
Supervisors and Clerk	2 of 4

- But no more than two workers off per shift crew.

This limitation on time off will allow for a total of 14 workers available to deal with winter events. The supervisor will determine the need to re-schedule worker's shifts, if workers need to be held back on overtime or called-in so that the Public Works Department can provide for the necessary operators for a full winter event response. The use of part-time workers, supervisors and mechanics is available only as provided for in the current Collective Agreement.

4.6.1.2 Contracts

Contractors will be hired or contracted for winter maintenance operations to assist and/or supplement;

- Snow Removal and Hauling Operations

4.6.2 Winter Materials used Annually

Materials Used Annually

Year	Rock Salt	Winter Sand
2005	\$81,400	\$56,200
2006	\$35,200	\$73,600
2007	\$78,500	\$87,900
2008	\$106,400	\$90,250
2009	\$74,369	\$77,618
2010	\$95,102	\$64,922
2011	\$107,206	\$95,752
2012	\$125,965	\$75,440
2013	\$177,382	\$66,586
2014	\$177,185	\$100,143
2015	\$146,758	\$73,012
2016	\$203,737	\$79,914

4.6.3 Application Rates

4.6.3.1 Winter Sand

Winter sand is applied to provide grit and traction on snow and ice and is typically used in weather conditions where the temperature is colder than -10C, on low volume roads and gravel roads where salt is not an option. The Ministry of Transportation has performed tests and has shown that the application of winter sand improves greatly the stopping distance of vehicles and improves safety of vehicular traffic.

Winter sand contains a measure of salt to prevent freezing of the material and to allow the material to smoothly flow out of the spreader units. The Ministry of Transportation standard is to produce winter sand between 3% to 5% sand/salt mix, which is the minimum amount of salt that the Ministry has determined is required to prevent freezing of the sand. The Ministry standard for the application of winter sand is 570 kg / 2-lane km.

However in the City of Temiskaming Shores practice has been to apply a sand/salt mix based on operator experience. Intersections and hills get a higher application rate for safety reasons and low volume flat residential areas get a lower application rate. The city does not have electronic spreader controls in their sander units and therefore does not accurately know the exact rates of winter sand applied.

The City presently uses a 5% salt/sand mix ratio in its winter sand.

4.6.3.2 Salt

Most road authorities do not recommend the use of crushed rock salt when the ambient temperature is below -12C, although salt may be used down to -18C if strong sunlight is providing higher surface temperatures. The eutectic temperature of salt is -21C but as this temperature is approached the melting action becomes very slow. Ten times as much snow can be melted by a kg of salt at -1C as at -12C.

The need for treatment at -12C is much less than at temperatures closer to the freezing mark as tests have shown that an automobile will stop 25 meters earlier on glare ice at -12C than the same glare ice at -1C.

The City of Temiskaming Shores policy is to apply salt for Winter Control Services at an application rate of 131 kg / 2-lane km. This

rate of salt application is consistent with the lower end of the 130 to 170 kg / 2-lane km recommended by the Ministry of Transportation.

The greatest majority of salt applied to city roads is done on the secondary highways and high traffic roads, which are mostly included in Route "I". The City's vehicle does not have electronic controls and therefore salt is applied through a manual setting based on operator experience.

4.6.4 Equipment – Winter Maintenance Fleet

The Public Works Department will continuously identify and assess new and innovative technologies to improve snow removal efficiency and significantly reduce the amount of road salts being applied to the roads.

New equipment purchases should investigate innovative practices and demonstrate the City's commitment to the safety of road users and the protection of the environment. Through product innovation, operators can continue making consistent decisions to achieve desired objectives.

The following table provides a list of municipal equipment used in the plowing and sanding operations for the city.

Winter Equipment Inventory

Unit	Year	Make	Model	Box Type	Spreader Type	Route
23	2014	International	7600	U Body	Electronic	C - <i>Hlby-Country</i>
24	2018	Freightliner	114SD	U Body	Electronic	H – Dymond East
25	2016	Freightliner	108SD	U Body	Electronic	Sander-South
26	2018	Freightliner	114SD	U Body	Electronic	I - Highway
27	2016	Freightliner	108SD	U Body	Electronic	Sander-North
31	2009	Kenworth	T800	U Body	Manual	G - Dymond West
40	2016	Trackless	MT6	Hopper	Electronic	Sidewalk North
41	2006	Trackless	MT5	Hopper	Manual	Spare
42	2009	Trackless	MT6	Hopper	Electronic	Sidewalk South
43	1988	John Deere	770HB	N/A	N/A	A -Hlby-South

45	2011	John Deere	772GP	N/A	N/A	F - NL- North
52 R		John Deere		N/A	N/A	B – Hlby - North
61 R		John Deere		N/A	N/A	D – NL - South
63	1986	John Deere	772AH	N/A	N/A	E - NL- Center

4.6.5 Yard Facilities

Winter Material Storage Capacities

Site	Rock Salt (t)	Winter Sand (t)	Covered Area
New Liskeard	250	5000	No
Dymond	Nil	1000	Yes
Haileybury	450	3000/2000	Yes / No

City staff is based primarily out of the main complex yard based at 200 Lakeshore Road, New Liskeard to provide Winter Maintenance Services. The north section, formerly known as Dymond may be dispatched from the Dymond Yard located at 181 Drive-in Theatre Road. The middle section, formerly known as New Liskeard is serviced out of the New Liskeard Yard located at 200 Lakeshore Road. The southern section, formerly known as Haileybury may be dispatched out of the Haileybury Yard located at 500 Broadway Street and a materials storage yard located on View Street.

The Superintendents will endeavor to schedule the next shifts work assignments by 2:30 pm each day. Workers are responsible to travel to their assigned work start locations. If a change occurs in a worker's assigned start location and the worker is not given advance notice and reports for work at the main complex yard, transportation to the new work start location will be provided from the main complex yard.

Evening Patrols (3:00 p.m. to 11:30 p.m.) commence at the New Liskeard Yard in November and service the entire city's transportation network. City staff is called in to perform work on an as-required basis until the end of April. The day shift is from 6:30 am to 3:00 pm and the night shift is from 11:00 pm to 7:30 am. In the event of a major storm requiring continuous equipment operations, equipment operators from the day shift may be re-scheduled. The evening shift may require additional help to ensure the safety of the transportation network.

4.6.6 Roadway De-Icing and Sanding

Roadway de-icing and/or sanding needs initiate the winter maintenance operations when the first effects of a storm are felt in order to provide traction for traffic until the depth of snow has reached the operations start trigger, at which time plowing operations typically commence.

Road Supervisors are allowed some latitude regarding frequency and timing of salt and grit applications. Application rates have been harmonized across the City. These settings were established through past practices within our urban environment.

Salt placement will be on the crown or high side of the driving surface where there is a good cross fall allowing traffic to distribute the resulting brine over the road.

There are some road authorities that are beginning to use liquid de-icing chemicals in addition to solid salt. Literature and practice shows that salt performance can be improved with liquids. However one must be cautious when introducing such techniques. To date, established city practices do not include straight liquid chemical techniques.

The City of Temiskaming Shores present guideline is to apply a solid de-icer once snow starts to accumulate or "stick" on arterial roads. Timely application of chemicals is critical to preventing snow from sticking to roads. Without the timely application of chemicals, snow could easily bond to roads and, in turn, become difficult to plow, potentially causing road hazards. As snow accumulates, it is plowed to maintain safe driving conditions.

During and upon completion of winter maintenance operations, a daily log is maintained and updated, indicating roadway winter maintenance activities carried out.

4.6.7 Snow Plowing

Plowing and de-icing/sanding continue, with respect to each class of roadway, in accordance with its classification and level of service standard. The plowing route maps included in the appendices identify the roadways to be cleared and the classification of each roadway section.

During the regular Monday to Friday, day or night shifts, winter maintenance procedures will be initiated by the Road Superintendent or his alternate based on existing and forecasted weather and road conditions. Monitoring of weather forecasts, patrol reports and other information, as may be available, may allow preparations for winter

maintenance operations to be initiated prior to the beginning of an actual event.

During the evening shift, night shift, weekend shifts or on a statutory holiday, winter maintenance procedures will be initiated by the Patrol Person or Heavy Equipment Operator/Crew Leader designated. The designated Patrol Person or Heavy Equipment Operator/Crew Leader will be responsible for roadway patrol to inform him of changing road and weather conditions and he will make the appropriate call to the Superintendent or his approved alternate, to arrange for additional manpower, operators or equipment as required.

4.6.8 Snow Removal and Disposal

As a result of snow plowing operations, snow accumulates at the side of roads as windrows or mounds. The City starts snow removal operations when these windrows reach volumes that create a nuisance or hazard to pedestrians and motorists and to maintain capacity for subsequent snowfalls.

The objective is to commence removal operations in **Priority 1** locations as soon as practicable after becoming aware that the snow bank accumulation is greater than **60 cm** and **120 cm** in **Priority 2** locations.

Experience over the years has shown that the City has the capability and capacity to remove and dispose of 2700 cubic meters of snow per night shift. One average snowstorm requires three night shifts to complete all required removal work in approved designated areas.

Snow removal involves the use of in-house snow blowers, front-end loaders, motor graders and city owned dump trucks as well as contracted dump trucks.

List of Snow Storage Areas

Site	Location	Area	Volume
1	Shepherdson Road / Bolger	New Liskeard	71,000
2	Craven Drive	New Liskeard	34,000
3	Birch Drive Ravine	New Liskeard	3,900
4	Bay Street off Lakeshore Road	New Liskeard	25,000
5	Montgomery Street off Melville	New Liskeard	9,700
6	Montgomery Street off Melville	New Liskeard	4,500
7	Fall Fair Grounds off Whitewood	New Liskeard	20,000
8	Dawson Point Road at McKelvie	New Liskeard	44,000
9	Haliburton Street West Ravine	New Liskeard	700
10	Pine Street Ravine	New Liskeard	900
11	Laurette Street North	Dymond	10,000

12	Behind Quality Inn off Raymond	Dymond	14,600
13	Morrisette Drive East	Haileybury	47,000
14	Lakeview Street off Park	Haileybury	25,500
15	Birch Street at Groom	Haileybury	6,000
16	Station Street at Groom	Haileybury	5,600
17	Meridian Avenue near Medical Centre	Haileybury	12,900

Note: New Liskeard has a maximum capacity of 212,700 cubic meters, Dymond has 24,600 cubic meters and Haileybury has 97,000 cubic meters. The total available storage area for the City is 343,000 cubic meters.

4.6.8.1 City By-laws and Ordinances

There are two bylaws used extensively by the Public Works Department during winter maintenance operations; Traffic By-law and Snow Disposal By-law, excerpts are included in Appendix "F".

4.6.9 Sidewalk Service Standards

Sidewalks are classified in accordance with the associated pedestrian traffic and proximity to schools, seniors' buildings, downtown business areas and high volume roadways.

The objective is to make the sidewalk as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (24) hours. The trigger to start plowing operations is 10 cm snow accumulation.

The objective is to treat the icy sidewalk as soon as practicable after becoming aware that the sidewalk is icy, and normally within (16) hours.

There are two maps included in the Appendix "B" that specify which sidewalks have been approved for winter maintenance.

4.6.10 Parking Lot Service Standards

Parking lots/laneways are classified in accordance with the associated vehicular traffic and proximity to downtown business areas and municipal buildings.

The objective is to make the parking lot as safe as possible, to be reached as soon as possible, after a storm has ended, and normally within (48) hours. Staff priority will be given to plowing and sanding/salting roadways and sidewalks.

The objective is to treat the icy parking lots/laneways as soon as practicable after becoming aware that the parking lot/laneway is icy, and normally within (16) hours.

There are three maps included in the Appendix "C" that specify which parking lots/laneways have been approved for winter maintenance.

4.6.11 Vulnerable Areas

Currently the salt vulnerable areas within the City of Temiskaming Shores have been identified as:

- The Wabi River particularly at low flow (flows in the Wabi River are controlled by the South Temiskaming Dam and impacts from the discharge of salt laden run off could be more pronounced during these periods);
- Lake Temiskaming
- Moose Creek
- South Wabi Creek
- Mill Creek
- Dickson Creek
- Areas associated with groundwater recharge zones or shallow water table, with medium to high permeability soils; and
- Salt vulnerable vegetation along roadways.

Reducing salt-laden runoff to these areas will be the result of successfully implementing the 4-R's of Salt Management: right material, right amount, right time, right place.

4.6.12 Weather Monitoring

- (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.
- (2) From May 1 to September 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day.

In order to determine an effective winter event response and allocate the appropriate resources the Corporation of the City of Temiskaming Shores supplements road patrol information with weather information from various sources which includes:

- Observations from municipal staff, communication with staff of adjacent municipalities and MTO contractors.
- Monitoring websites www.theweathernetwork.com
- Staff monitoring pavement temperatures by means of on-board infrared thermometers which are mounted on the patrol and other trucks, and;
- Local Radio Station - CJTT FM 104.5

4.6.13 Communications

All Public Works Department winter maintenance vehicles are equipped with high band radios capable of transmitting and receiving on the following frequencies: transmitting – 170.490 and receiving – 165.885 mhz. Each vehicle is assigned a unique call number and can communicate with other city Public Works vehicles, the Superintendents and the Public Works Clerk located at the Operation Division yard at 200 Lakeshore Road.

Reporting hazards and accidents to the Police, Fire or Ambulance Services can be accomplished through the Public Works Clerk.

The City provides a call service which serves as the main hub for in/outgoing calls from staff, emergency services and the general public

The Call Service:

- Can be reached by calling (705) 647-6220.
- Typical call timings (during winter season) are 24 hours. (Transferred to Patrol Persons Cellular Phone after Regular Hours)
- Is in operation (during winter season) 7 days a week.
- Municipality communicates important information to the public via:

4.6.14 Call Out Procedures

Operational decisions will be made by the Superintendent of Transportation Services or his/her designate with the aid of available forecasting, Level of Service policy, patrolling etc. However, it should be emphasized that decisions will be subjective and external input, whether in this plan or elsewhere, merely acts as an aid in determining if a call out of staff and equipment by the Supervisor or Patrol Person to respond to a winter event is warranted. It is vital therefore that the Supervisor or Patrol

Person records the prevalent conditions and relevant information when he/she makes a decision.

The Patrol Person shall inform the Supervisor of changing of road and weather conditions observed in the field. When a winter event response is required the Supervisor or his/her designate will contact the Crew Leader by radio or cellular phone. The Supervisor or his/her designate will contact staff as per the shift schedule and direction given by the Supervisor or his/her designate. In the absence of the Superintendent, the Superintendent of Environmental Services, Technical & Environmental Compliance Officer or the Director shall be his/her designate and initiate a call out in response to a winter event.

Call-out Chart

Forecast	Call-out Response			
	Class 2	Class 3	Class 4	Class 5
Less than 10 cm	Call-out plow operations near end of storm or when 5 cm of snowfall has accumulated If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations near end of storm or when 8 cm of snowfall has accumulated and maintain collector routes with plow / spreader combination unit. No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if 8 cm of snow fall has accumulated and maintain collector routes with plow / spreader combination unit. No call-out of sander unless roads become slippery	Call-out plow operations near end of storm only if 10 cm of snowfall has accumulated No call-out of sander unless roads become slippery
More than 10 cm	Call-out plow operations when 5 cm of snow has accumulated. If roads become slippery combination sander unit shall apply salt and/or sand as road temperature dictates.	Call-out plow operations when 8 cm of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow operations when 8 cm of snow has accumulated. Re-schedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery	Call-out plow/spreader truck when 10 cm of snow has accumulated. Reschedule a full plow call-out shift for the next morning. No call-out of sander unless roads become slippery
Sleet and freezing rain	Call-out combination plow/sander units if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit

4.6.15 Road Closure Procedure

In the event a road must be closed due to a severe winter storm, the Ontario Provincial Police will request signs be placed to close the road. Rb-92 Road Closed Signs on portable stands, TC-54 flexible drums and barricades will be available at the New Liskeard Main Complex.

Upon receiving a request from the Ontario Provincial Police to close a road to traffic, the Supervisor or his/her designate will organize manpower and equipment to place the signs and barricades. The Supervisor or his/her designate will contact the Works Clerk and request that a media release (Appendix E) be sent to the local news and radio stations advising of the road closure.

Roads will be deemed to be closed once the signs and barricades are placed. When it is physically impossible to place signs and barricades to close a road, the Supervisor or his/her designate will advise the Ontario Provincial Police and request the Ontario Provincial Police permission to send the media release.

4.7.0 Decommissioning Winter Operations

After the winter season (identified in 4.3.0) expires Corporation of the City of Temiskaming Shores undertakes the following tasks to decommission winter operations.

4.7.1 Two Weeks After the Winter Season Ends

Two weeks after the winter season ends;

1. Cease regularly scheduled winter night patrols;
2. Continue monitoring weather forecasts. Assign night patrol shift if forecast indicates an overnight winter event is probable.
3. Decommission 50 % of the fleet.

4.7.2 One Month After the Winter Season Ends

One month after the winter season ends;

1. Cease all winter highway maintenance operations
2. Decommission the remainder of the equipment providing weather forecasts warrant the decommissioning.

4.8.0 Training

The Corporation of the City of Temiskaming Shores will maintain a comprehensive winter maintenance training program that demonstrates the purpose and value of new and existing procedures and ensure that personnel are competent to carry out their duties.

All Public Works Department staff directly involved in winter maintenance will be required to participate in courses to provide assurance of the competency level for all operators.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check
- Equipment Calibration

- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

4.9.0 Record Keeping

Full and accurate completion of the documents listed below, according to the applicable procedures, ensures that the municipality is protected from liability by providing solid documentation that procedures have been followed.

The Public Works Department will maintain an annual log that contains total quantities of sand and salt usage along with weather data reports. Shift reports shall comprise of the following:

The date will be recorded as Day/Month/Year. It will be written in a numerical format (dd/mm/yy). The time shall be documented using the 24 hour clock format, and will be notarized (print and sign name) by the person(s) completing the report.

- (a) Areas maintained;
- (b) Material used (sand and/or salt);
- (c) Quantities of material used;
- (d) Shift hours; and
- (e) Pavement and air temperature

Always retain the original copy of documents regardless of their appearance. Writing must legible for others to read and written in ink. Stains or dirt on the documents is not an issue. If a document requires correction then a line is to be placed through the incorrect information without making it illegible and continue writing on the original document. Initial corrections or change in the colour of ink in a case where you change writing pens.

Records will be completed daily and forwarded to the Works Clerk upon completion, for retention.

5.0 Plan Improvement

The current winter maintenance policies, practices and procedures form the baseline or benchmark upon which improvements can be made to improve winter operations and/or the use and management of road salt. Over the next ten years the Corporation of the City of Temiskaming Shores plans to undertake the improvements as listed in Table 1. This list will be reviewed and updated annually.

6.0 Monitoring and Updating

The purpose of monitoring and updating is to provide a basis for continuous improvement of the winter operations plan and the winter maintenance policies, practices and procedures of the Corporation of the City of Temiskaming Shores.

At the end of the winter season, as identified in 4.3.0, a meeting to review winter operations will be held each year with all winter operations staff to itemize all issues that arose during the winter season and discuss how these issues may be resolved. Prior to the start of the next winter season and with sufficient lead time to implement any changes, the Corporation of the City of Temiskaming Shores shall train staff on the changes to equipment and/or winter maintenance policies, practices, and procedures.

The winter season of 2012/13 will be the benchmark year. Year over year achievement using the performance measures listed below will be measured against said benchmark year. Performance measures will be used to determine whether or not the objectives of the Winter Operations Plan and/or winter maintenance policies, practices, and procedures have been met.

Monitoring the severity of the winter season:

- % change (+/-) in the total annual cm of snow accumulation from the benchmark year
- % change (+/-) in the total number of days with measurable snowfall from the benchmark year
- % change (+/-) in the total number of days with freezing rain from the benchmark year
- % change (+/-) in the total number of continuous winter event responses from the benchmark year
- % change (+/-) in the total number of spot winter event response from the benchmark year

Monitoring the salt used:

- % change (+/-) in the total number of winter event hours from the benchmark year

- % change (+/-) in the total tonnes of salt purchased annually from the benchmark year
- % of applications where discharge rates exceeded
- % change (+/-) in the total tonnes of salt applied annually per system km per winter event

Ensuring customer satisfaction:

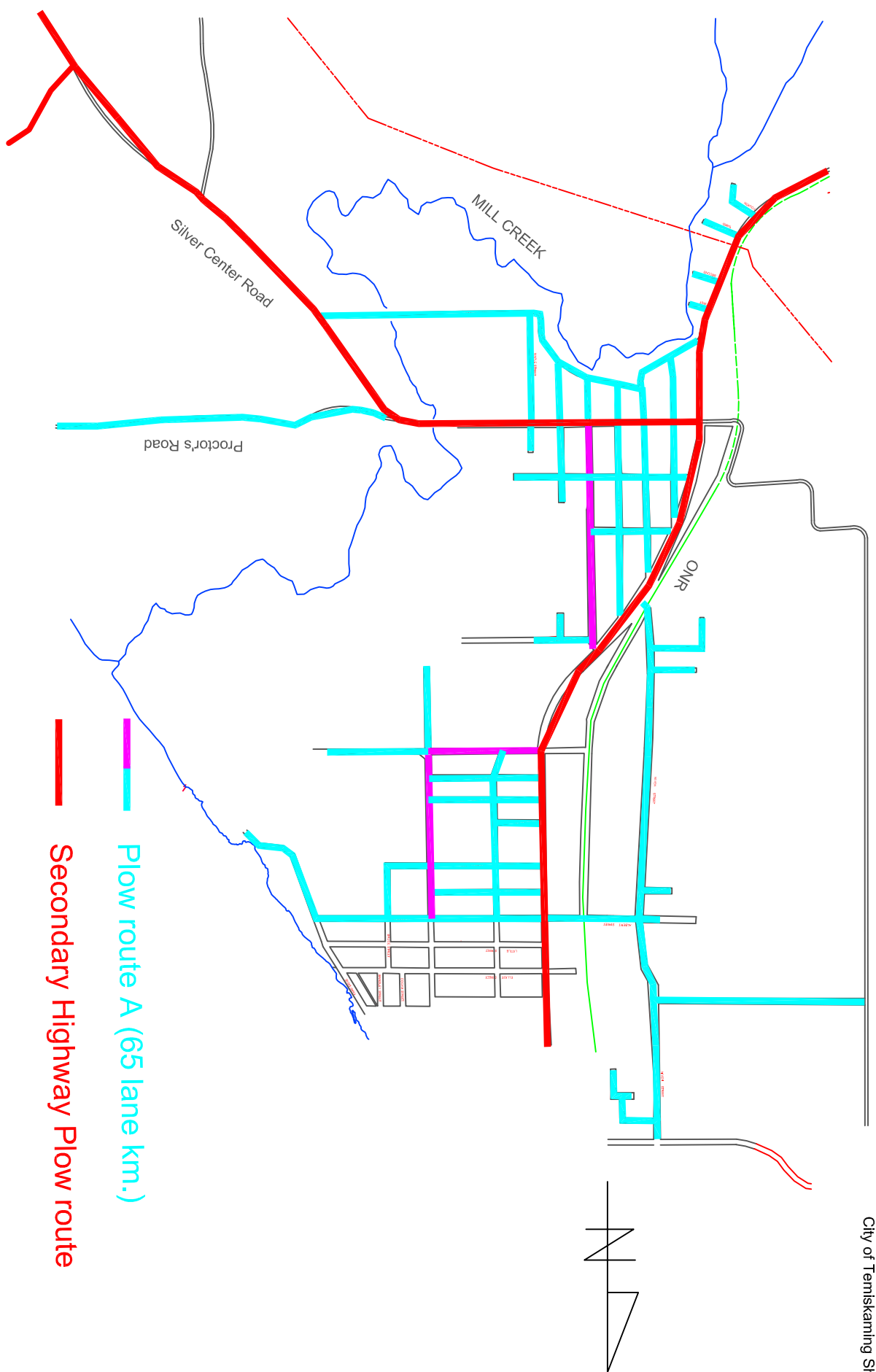
- % change (+/-) in the total number of winter event responses that meet or exceed the level of service policy from the benchmark year
- % change (+/-) in the total number of complaints received regarding winter operations from the benchmark year

7.0 Notes

- It is acknowledged that conditions may occur which temporarily prevent achieving the levels of service as detailed in this document. In such cases, attempts will be made to keep Class 2 & 3 roads as clear as possible by utilizing all maintenance equipment at maximum efficiency.
- Winter operations will continue until the prescribed level of service is achieved where conditions permit. Should conditions not permit accomplishment of the prescribed level of service, operations shall continue as required to maintain as good a driving service as possible.
- The order of priority for winter maintenance operations during a storm is Class 2 through Class 6 roads and Priority 1 then Priority 2 sidewalks. Sidewalks will be plowed at the same time as roads if and whenever possible.

Appendix A - Route A Haileybury South

City of Temiskaming Shores



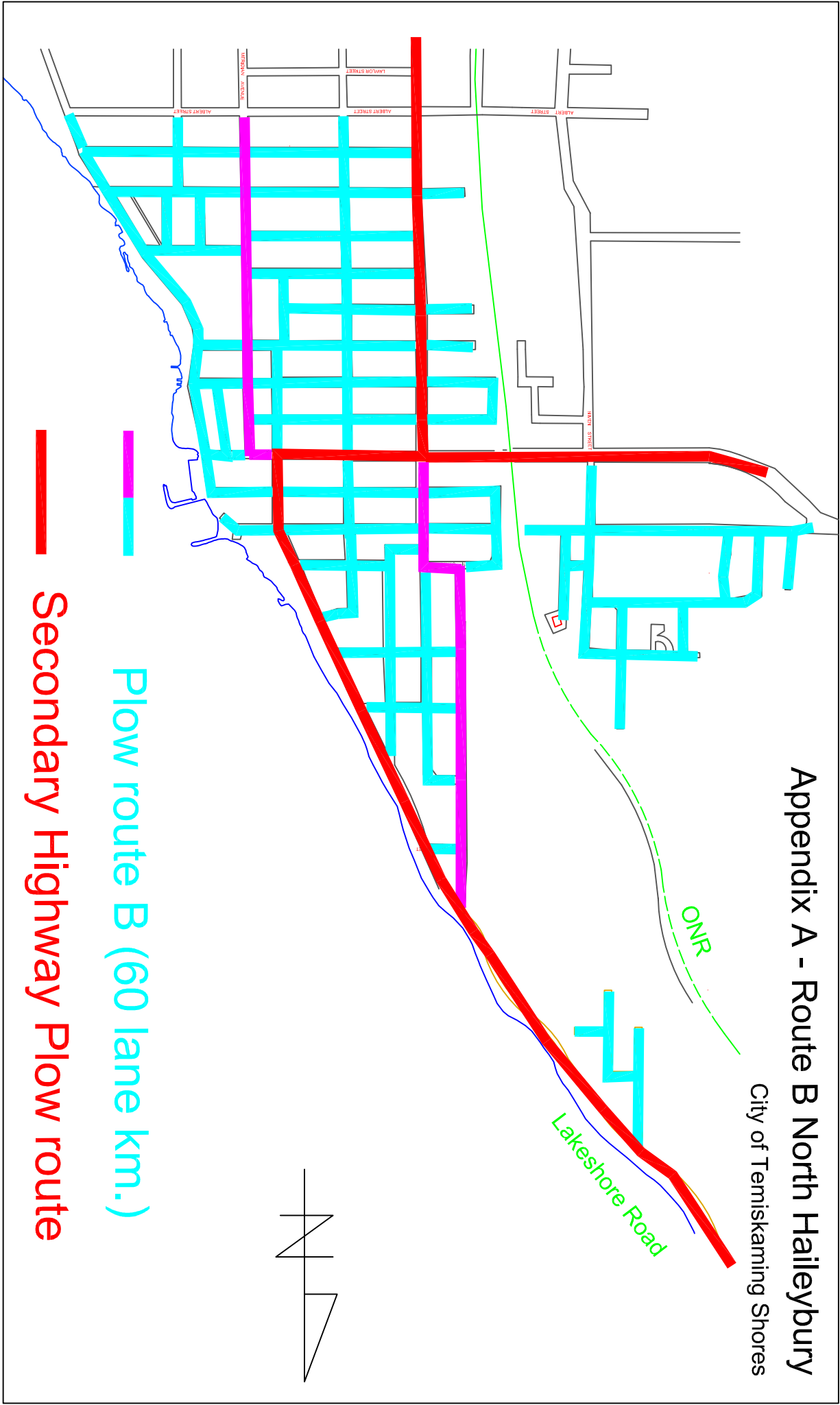
Plow route A (65 lane km.)

Secondary Highway Plow route

Appendix A - Route B North Haileybury

City of Temiskaming Shores

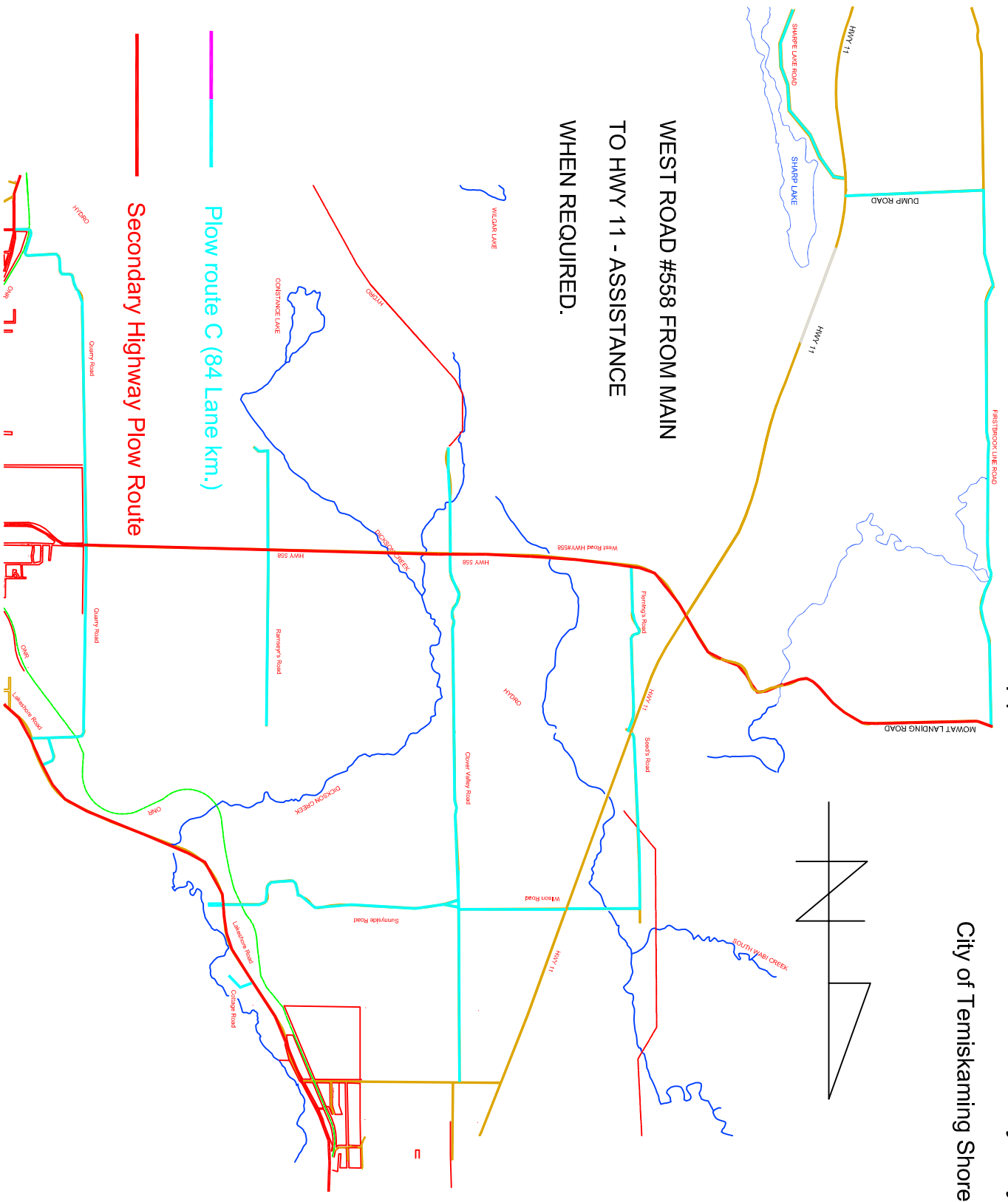
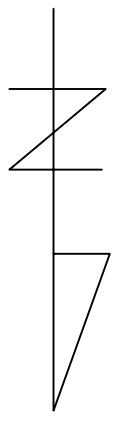
- Plow route B (60 lane km.)
- Secondary Highway Plow route



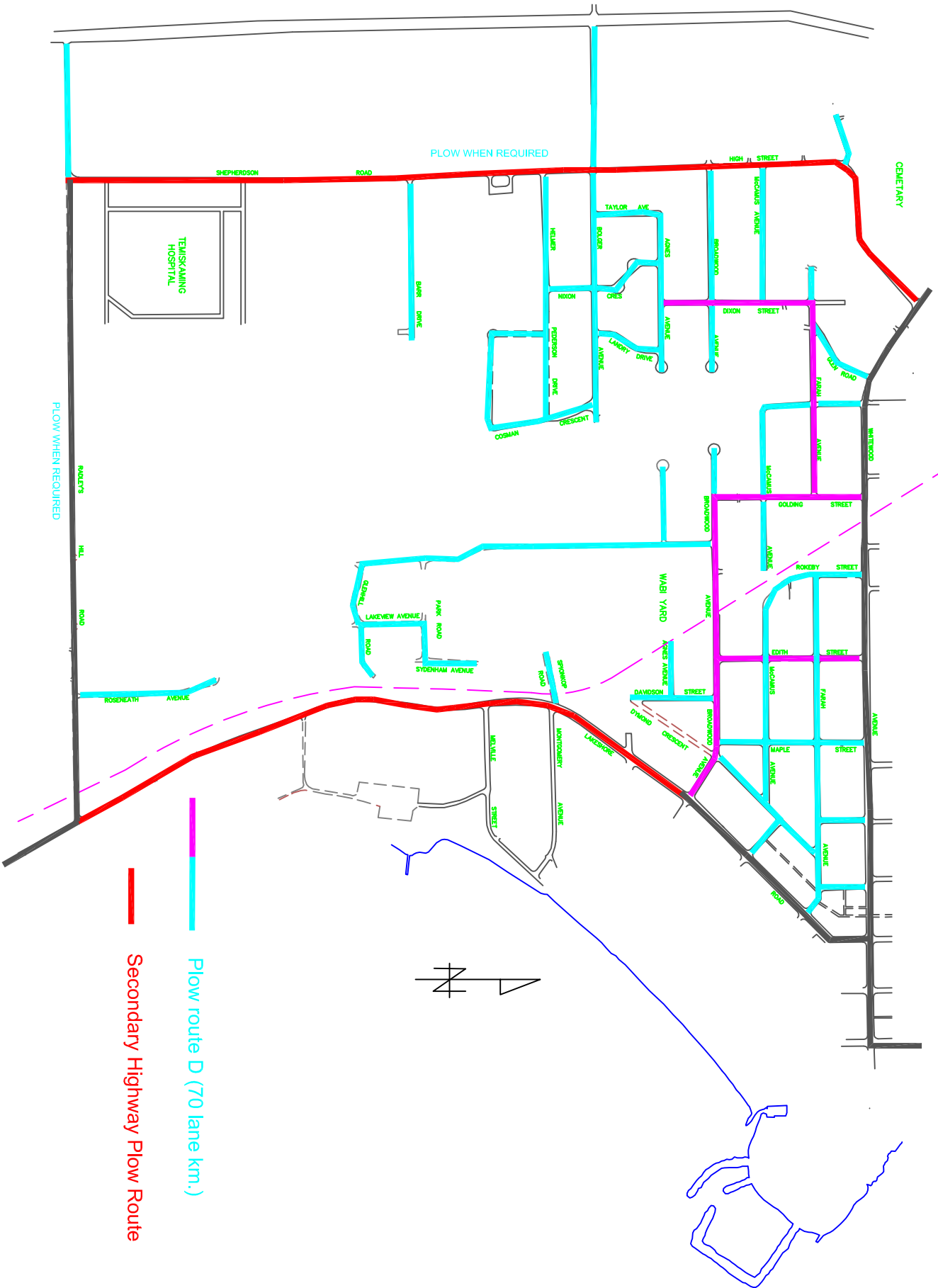
Appendix A - Route C West Halleybury

City of Temiskaming Shores

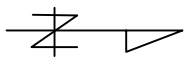
WEST ROAD #558 FROM MAIN
TO HWY 11 - ASSISTANCE
WHEN REQUIRED.



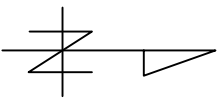
Appendix A - Route D South New Liskeard City of Temiskaming Shores



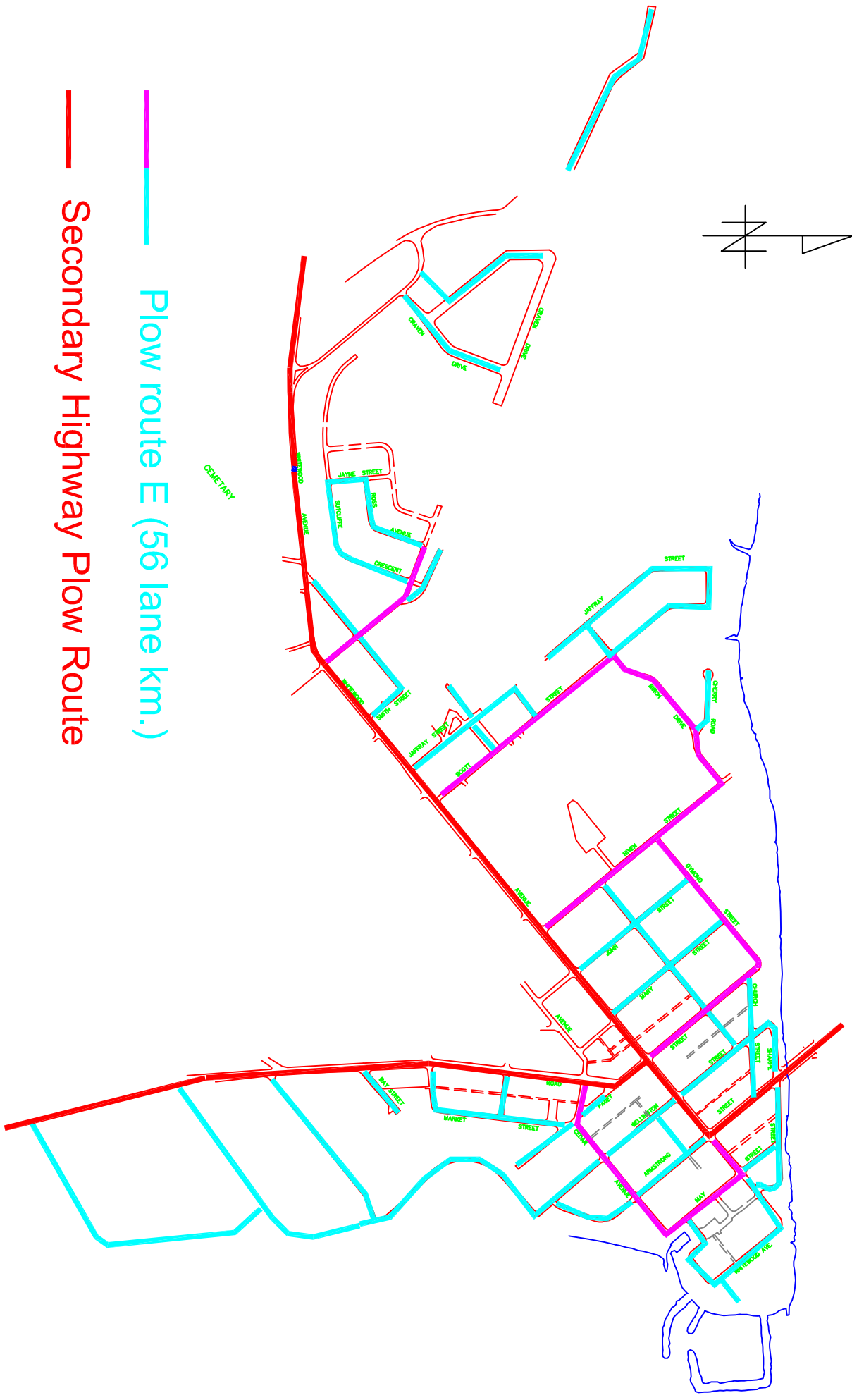
- Plow route D (70 lane km.)
- Secondary Highway Plow Route



Appendix A - Route E Central New Liskeard
City of Temiskaming Shores

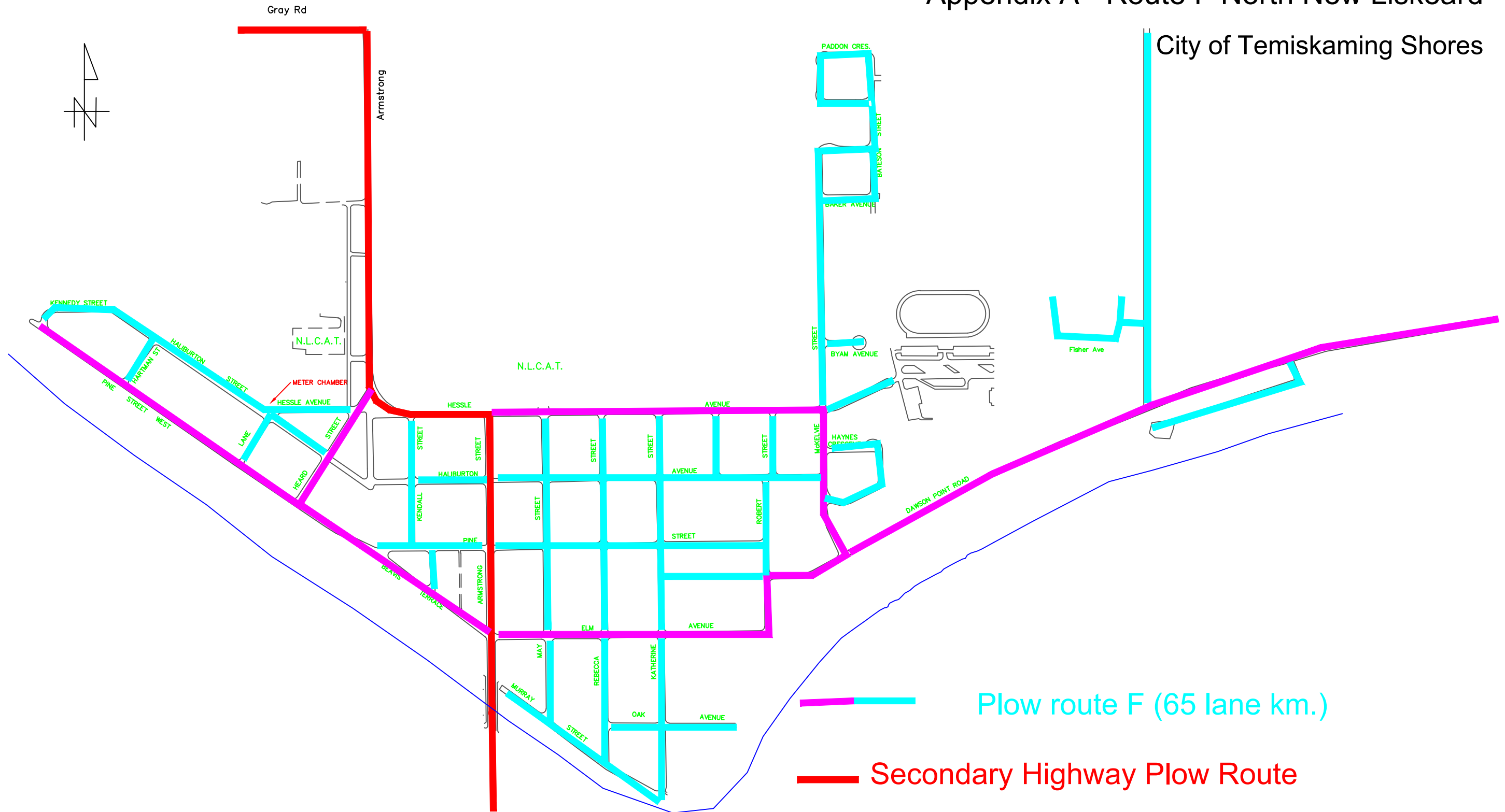
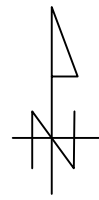


- Plow route E (56 lane km.)
- Secondary Highway Plow Route



Appendix A - Route F North New Liskeard

City of Temiskaming Shores

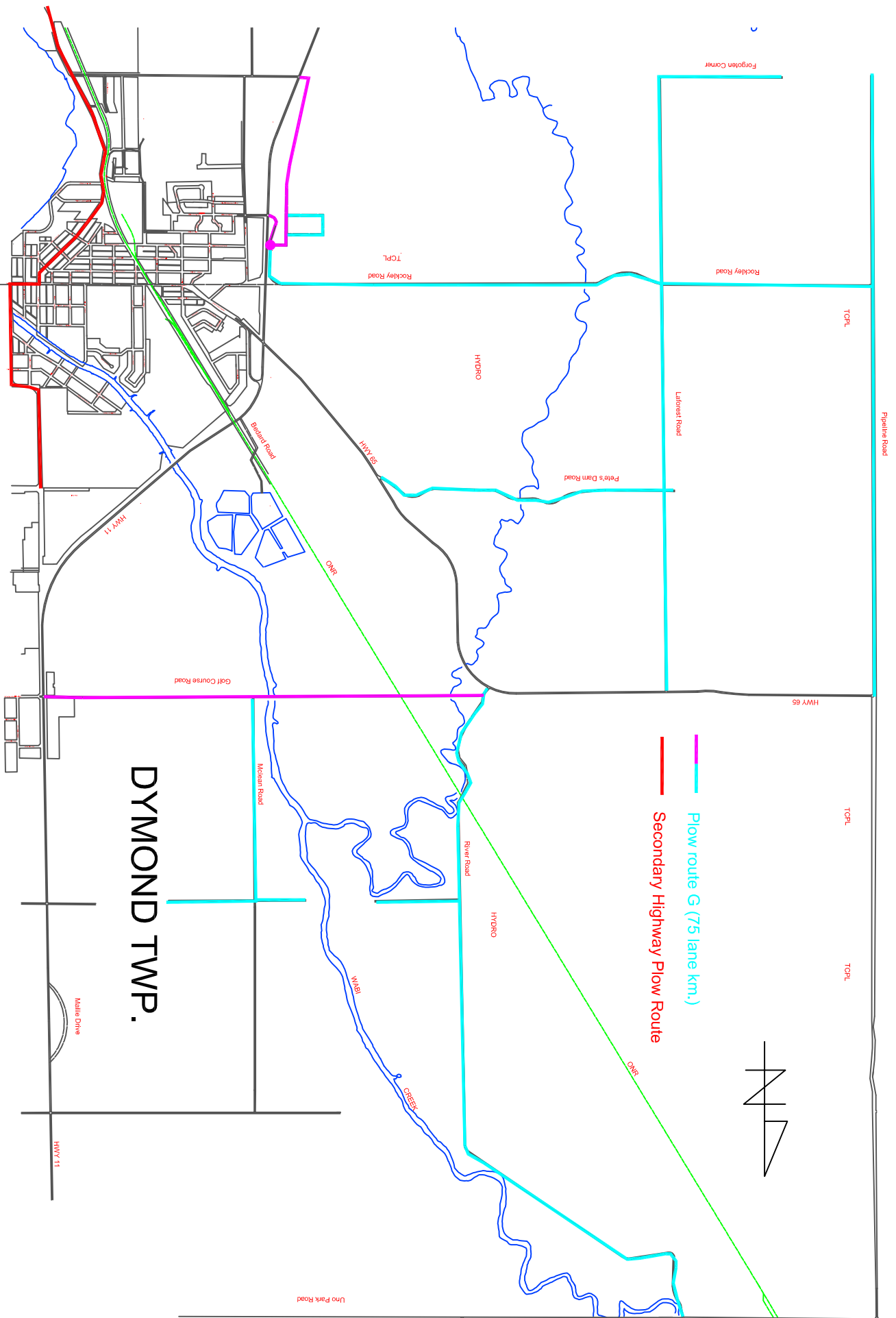


Plow route F (65 lane km.)

Secondary Highway Plow Route

Appendix A - Route G West Dymond

City of Temiskaming Shores

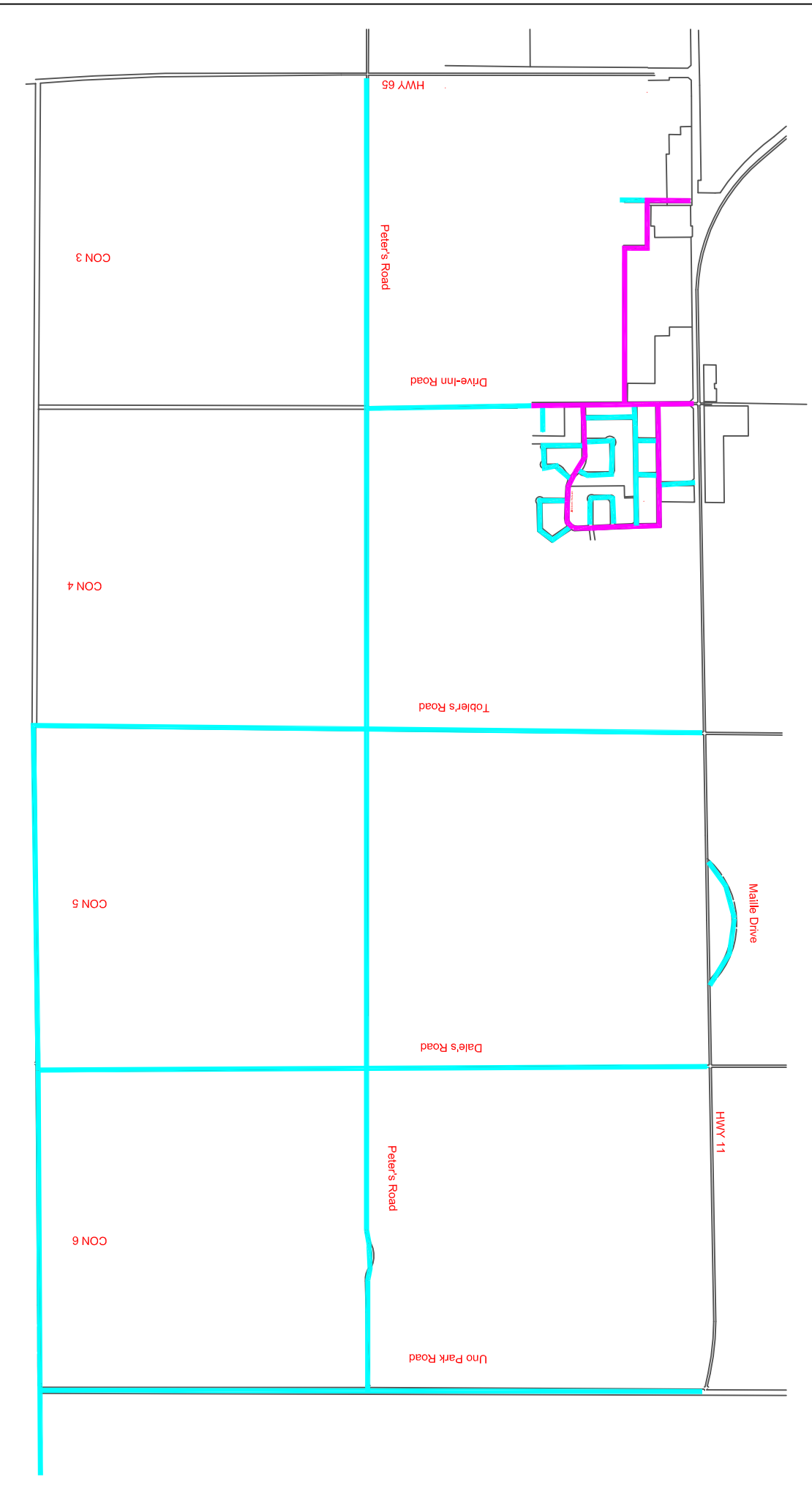


DYMOND TWP.

Appendix A - Route H East Dymond

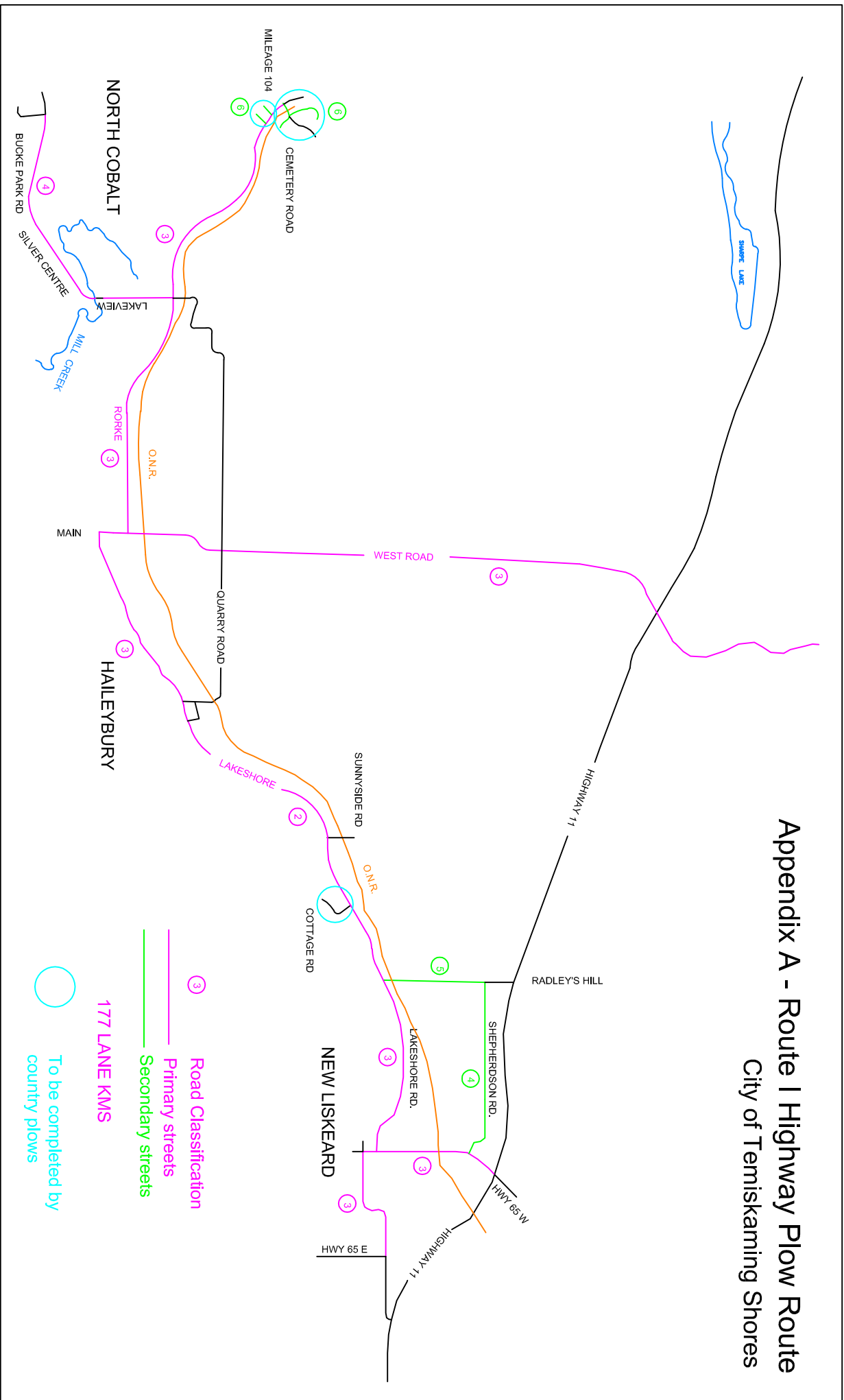
City of Temiskaming Shores

Plow route H (65 lane km.)



Appendix A - Route I Highway Plow Route

City of Temiskaming Shores



Appendix B - 01 New Liskeard

TO HWY 65 

Hessle Avenue

Niven St. N.


Whitewood Ave.

City of Temiskaming Shores

New Liskeard Area

Sidewalk Snow Removal Areas

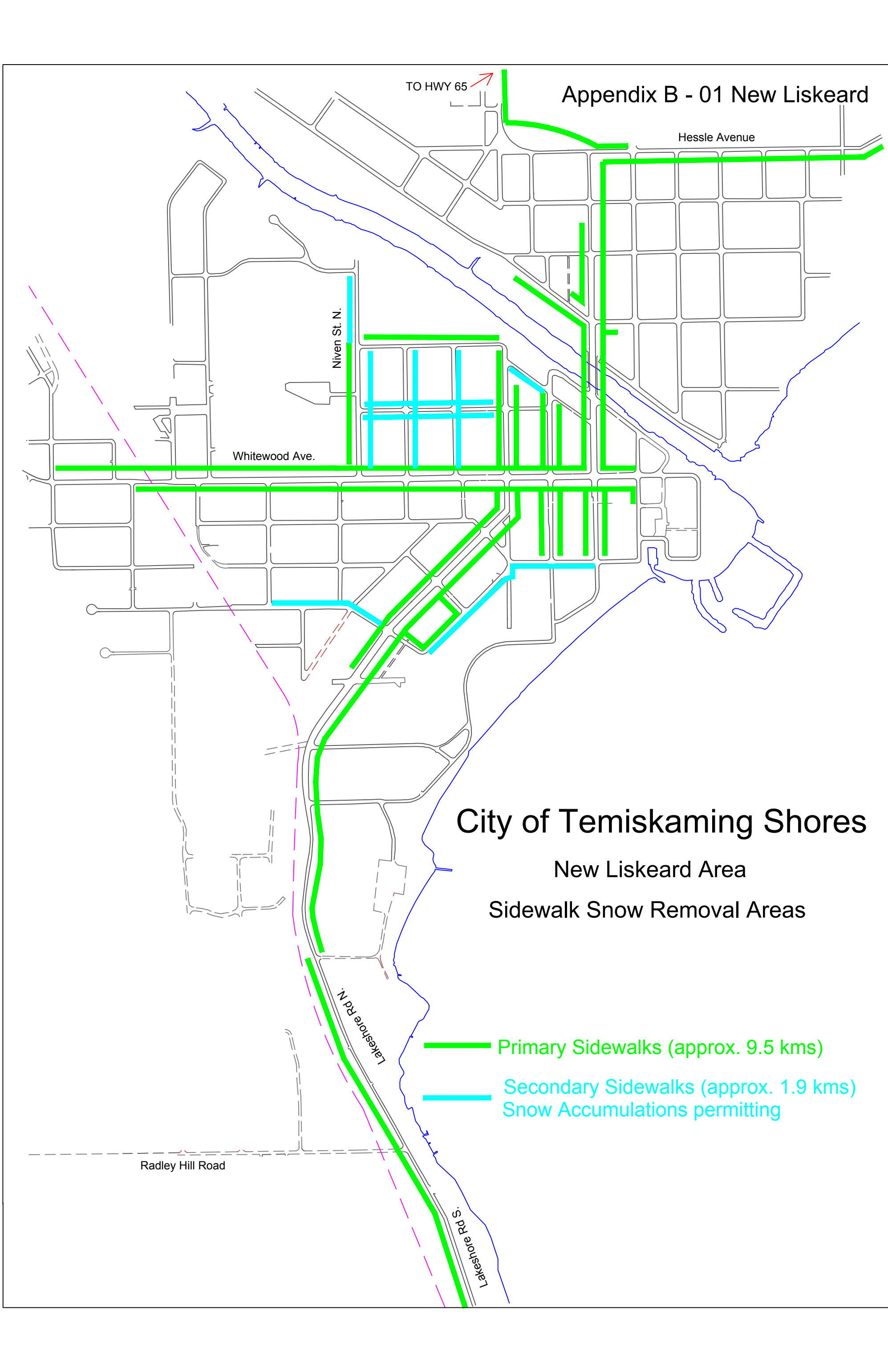
 Primary Sidewalks (approx. 9.5 kms)

 Secondary Sidewalks (approx. 1.9 kms)
Snow Accumulations permitting

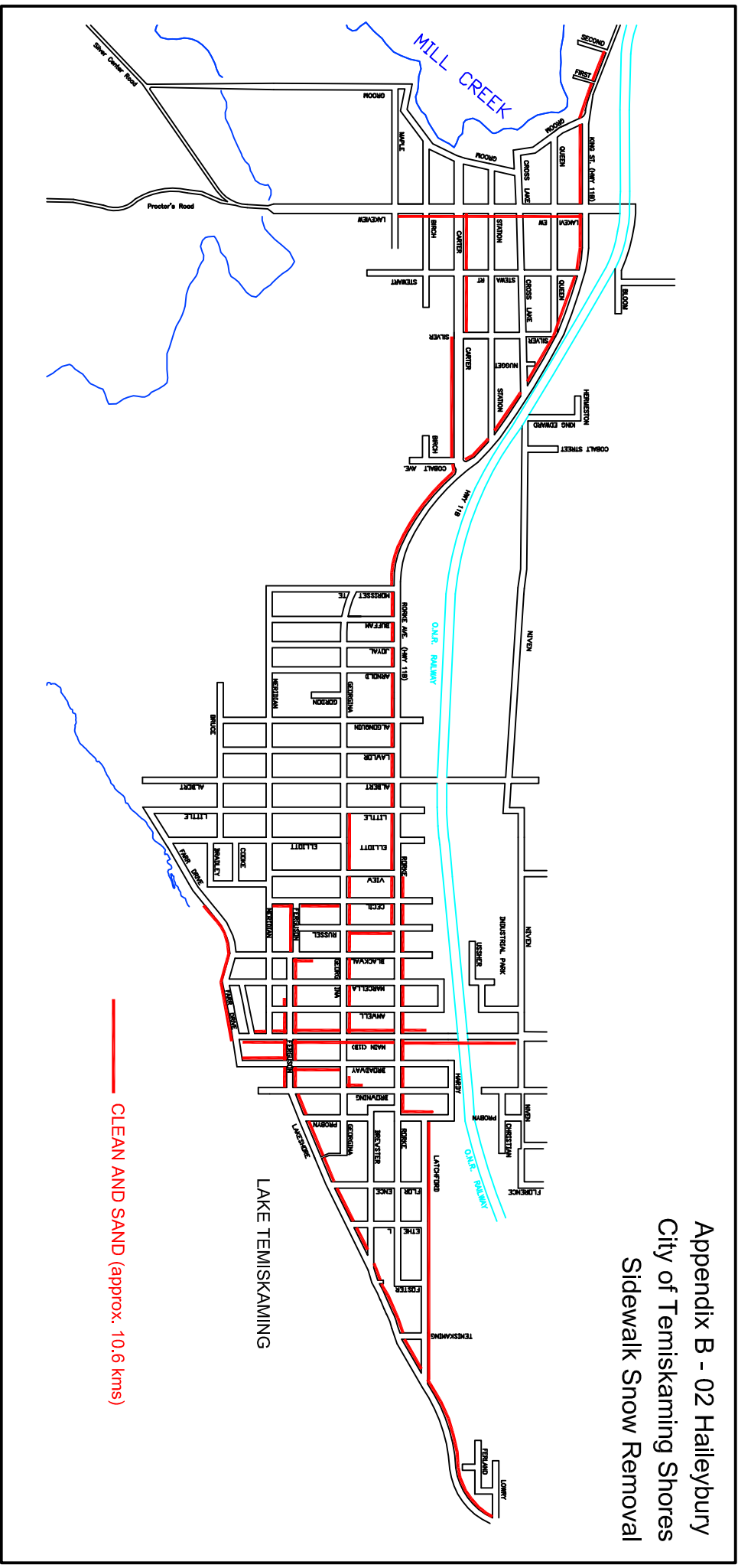
Radley Hill Road

Lakeshore Rd N.

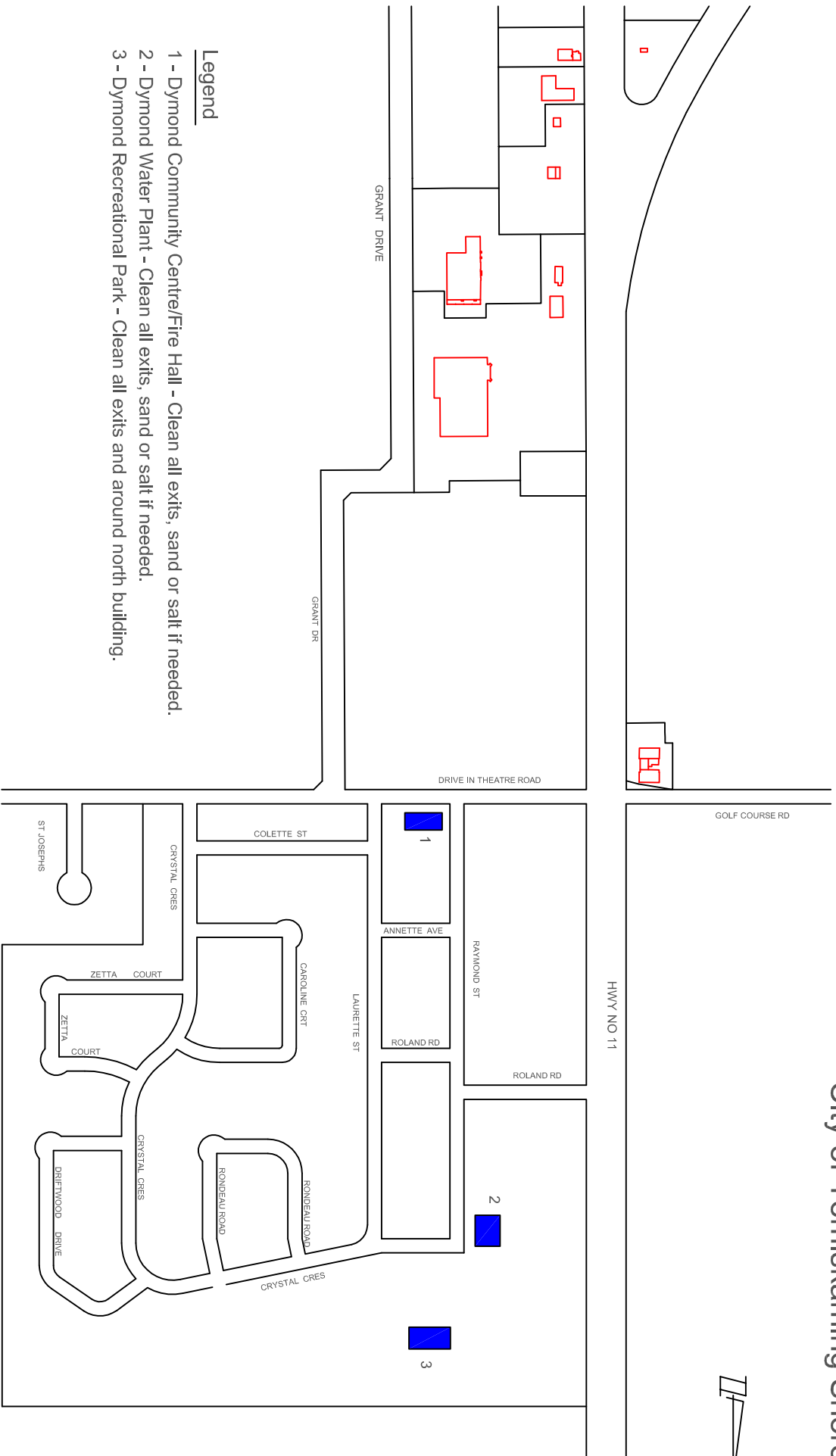
Lakeshore Rd S.



Appendix B - 02 Halleybury City of Temiskaming Shores Sidewalk Snow Removal

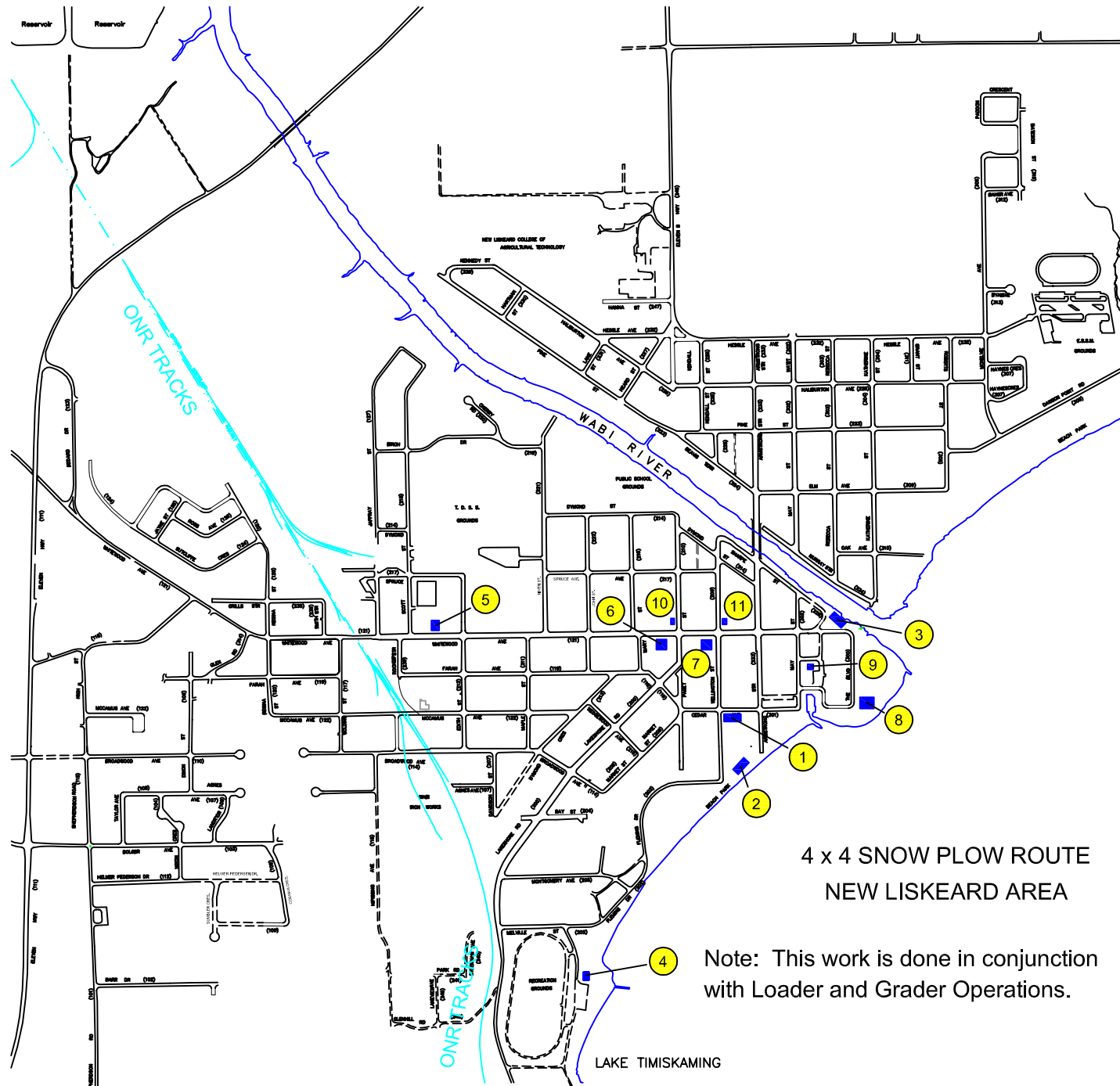


Appendix C - 01 Dymond 4 x 4 Plow Truck City of Temiskaming Shores



Legend

- 1 - Dymond Community Centre/Fire Hall - Clean all exits, sand or salt if needed.
- 2 - Dymond Water Plant - Clean all exits, sand or salt if needed.
- 3 - Dymond Recreational Park - Clean all exits and around north building.



4 x 4 SNOW PLOW ROUTE
NEW LISKEARD AREA

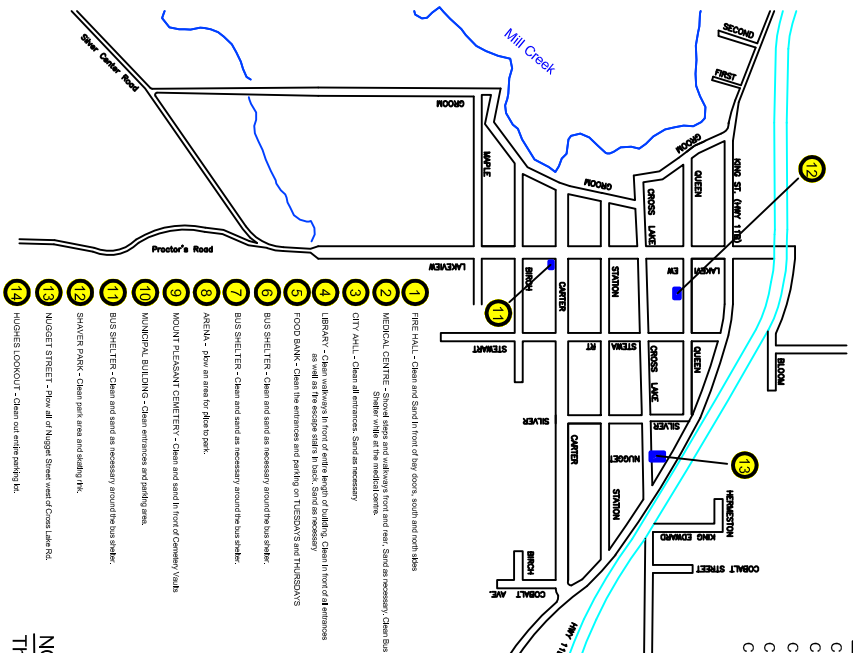
Note: This work is done in conjunction with Loader and Grader Operations.

- ① ARENA - Clean front doors and all exits, sand or salt if needed.
- ② POOL FITNESS - Clean front steps and all exits from back deck over to Roosters, sand or salt front steps.
- ③ RIVERSIDE PLACE - Clean front of entire length of building, all exists and turn around. Sand or salt if needed.
- ④ PLAYSHOP - Portable Bldg. - Clean all exists, sand or salt if needed.
- ⑤ MEDICAL CENTRE - Clean all exists, sand or sal if needed.
- ⑥ COMMUNITY HALL - Clean all exits and fire routes, boiler room and Cancer Care door at south end, Legion sidewalk on east side, sand or salt if needed.
- ⑦ LIBRARY - Clean both the north and south exits, keep ice chipped at South exit. Sand or salt if needed.
- ⑧ JOHN'S TACKLE BOX - Clean front doors and parking lot. Sand and salt as needed.
- ⑨ LIONS CLUB SHED - Clean in front of 12' doors.
- ⑩ ⑪ BUS SHELTERS - Clean and sand as necessary around the bus shelters.

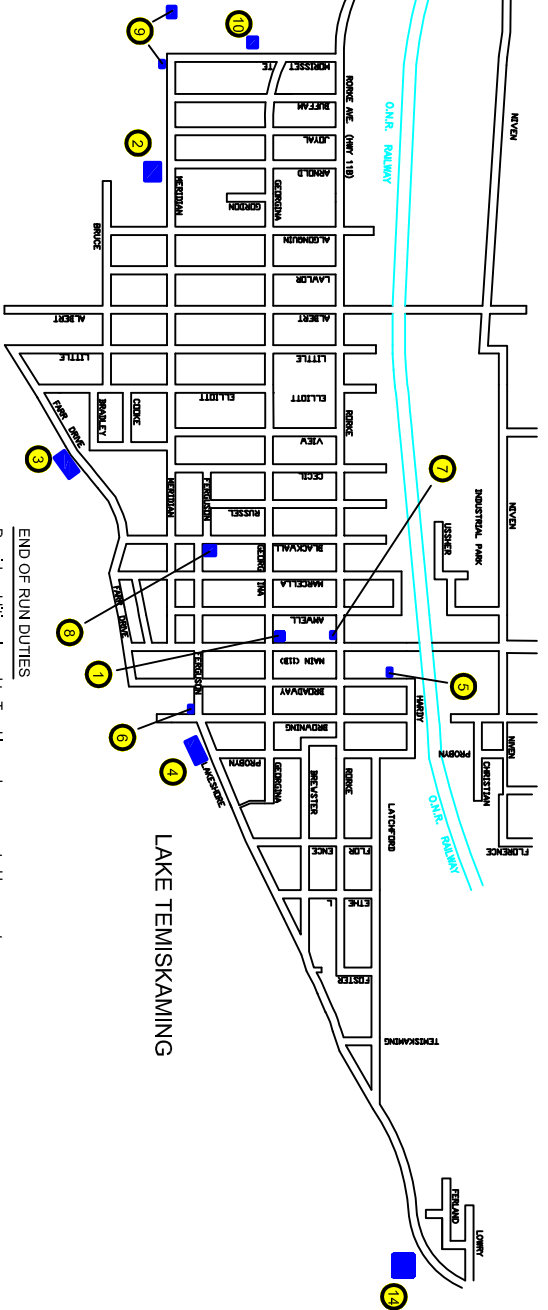
Appendix C - 03 Haileybury 4 x 4 Plow Truck City of Temiskaming Shores

AREAS THAT CAN BE DONE A DAY OR TWO FOLLOWING A STORM

- Clean and sand as necessary around the five (5) bus shelters:
- Clean around the N.C. Lagoon entrance located on Proctor's Road;
- Clean around the sanitary fill stations on Groom and Station Street;
- Clean Hughes Lookout Parking Lot;
- Clean around any Fire Hydrants found to have a snow build-up.



- 1 FREE HALL - Clean and Sand in front of bay doors, south and east sides
- 2 MEDICAL CENTRE - Street signs and walkways front and rear. Sand as necessary. Clean Bus Shelter north at the medical centre.
- 3 CITY HALL - Clean all entrances. Sand as necessary.
- 4 LIBRARY - Clean walkways to front of main library building. Clean in front of all entrances as well as the escape route to back. Sand as necessary.
- 5 FOOD BANK - Clean the entrance and parking on TUDSON'S and THURSON'S
- 6 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 7 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 8 ASENH - Allow areas for plow to park.
- 9 MOUNT PLEASANT CEMETERY - Clean and sand in front of Cemetery vaults
- 10 MUNICIPAL BUILDING - Clean entrances and parking area.
- 11 BUS SHELTER - Clean and sand as necessary around the bus shelter.
- 12 SHOWER PARK - Clean park area and seating pit.
- 13 NUGGET STREET - Plow all Nugget Street west of Cross Lake Rd.
- 14 HIGHEST LOOKOUT - Clean out entire parking lot.

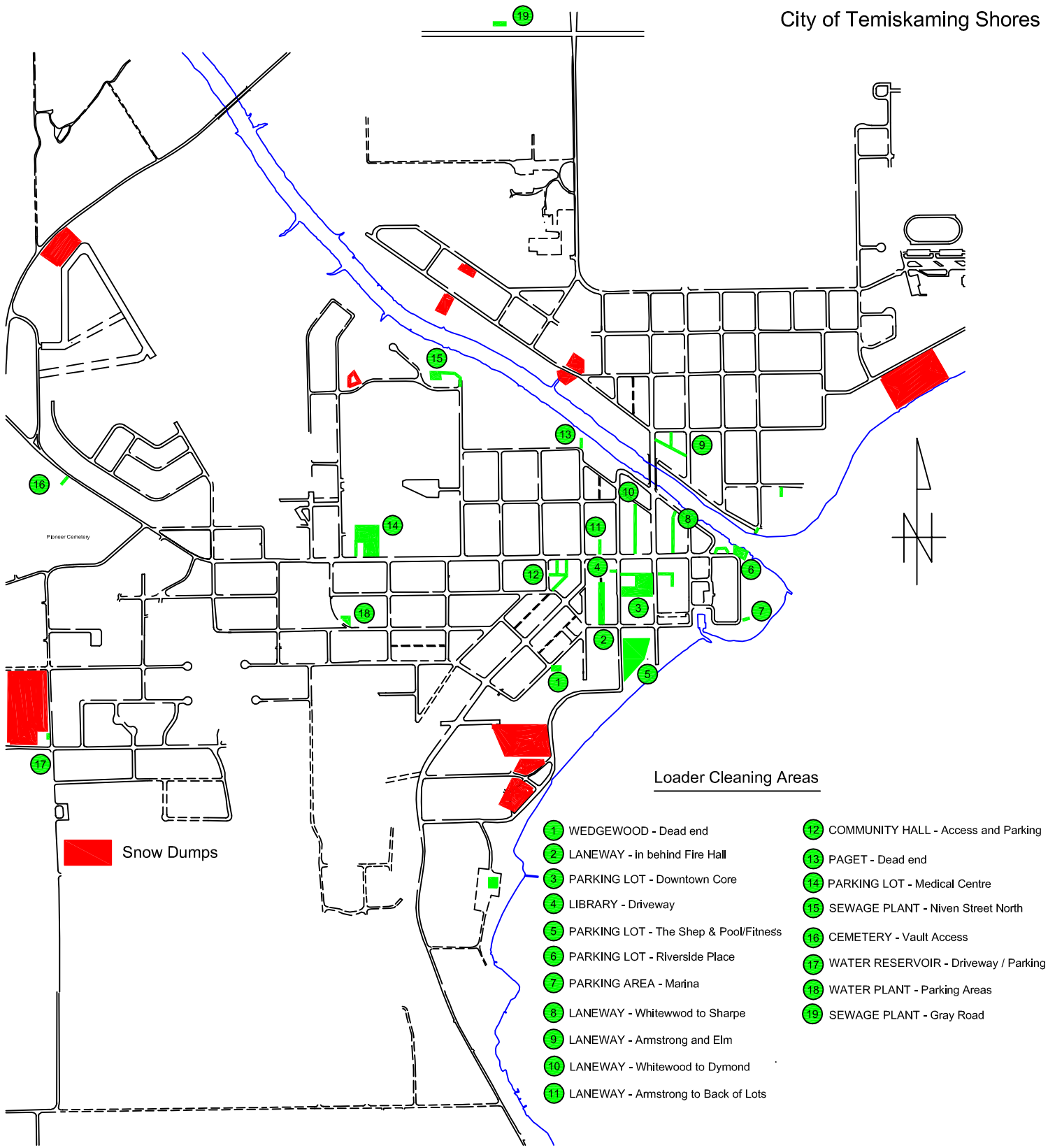


NOTE
This work is done in conjunction with Loader and Grader Operations.

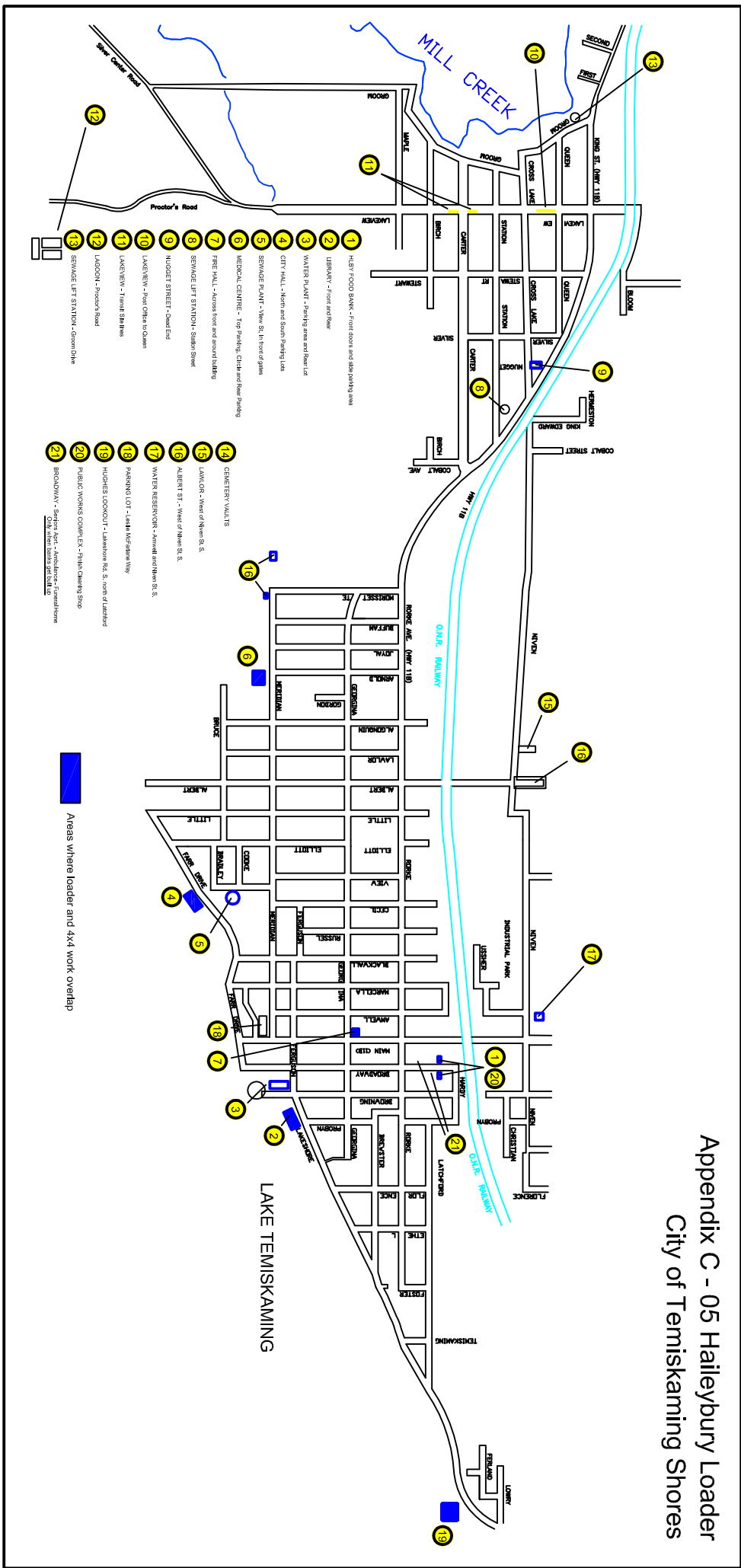
END OF RUN DUTIES
Provide additional sand to Trackless when requested by operator.
If necessary plow Georgia Avenue from Probyn down to Lakeshore Road South. Attempt to distribute snow evenly on both sides of roadway.
Clean any intersections that require so, especially those where sidewalks are filled in by plow equipment.

Appendix C - 04 New Liskeard Loader / Snow Dumps

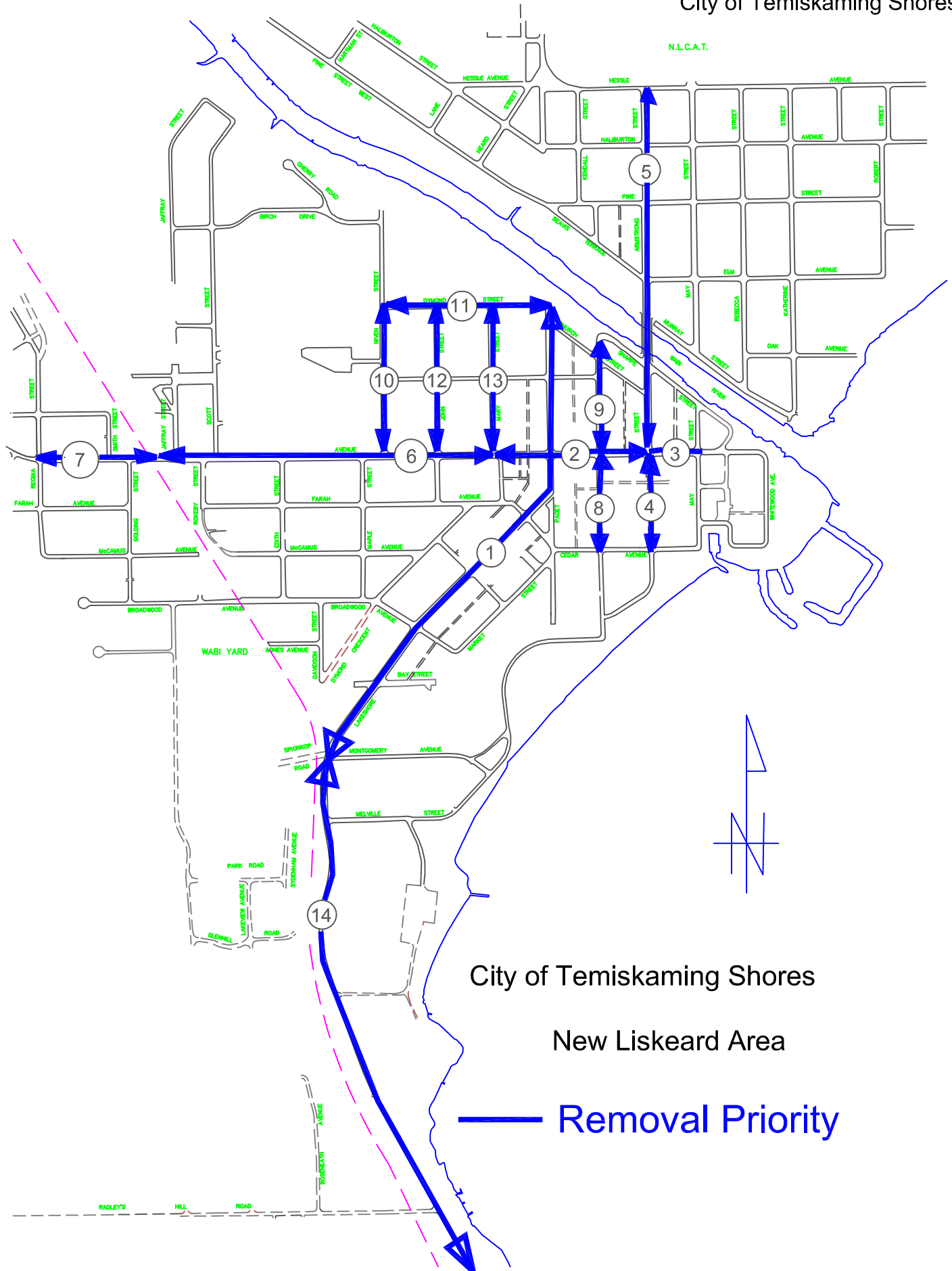
City of Temiskaming Shores



Appendix C - 05 Haileybury Loader City of Temiskaming Shores



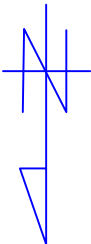
Appendix D - 01 New Liskeard Snow Removal Program
City of Temiskaming Shores



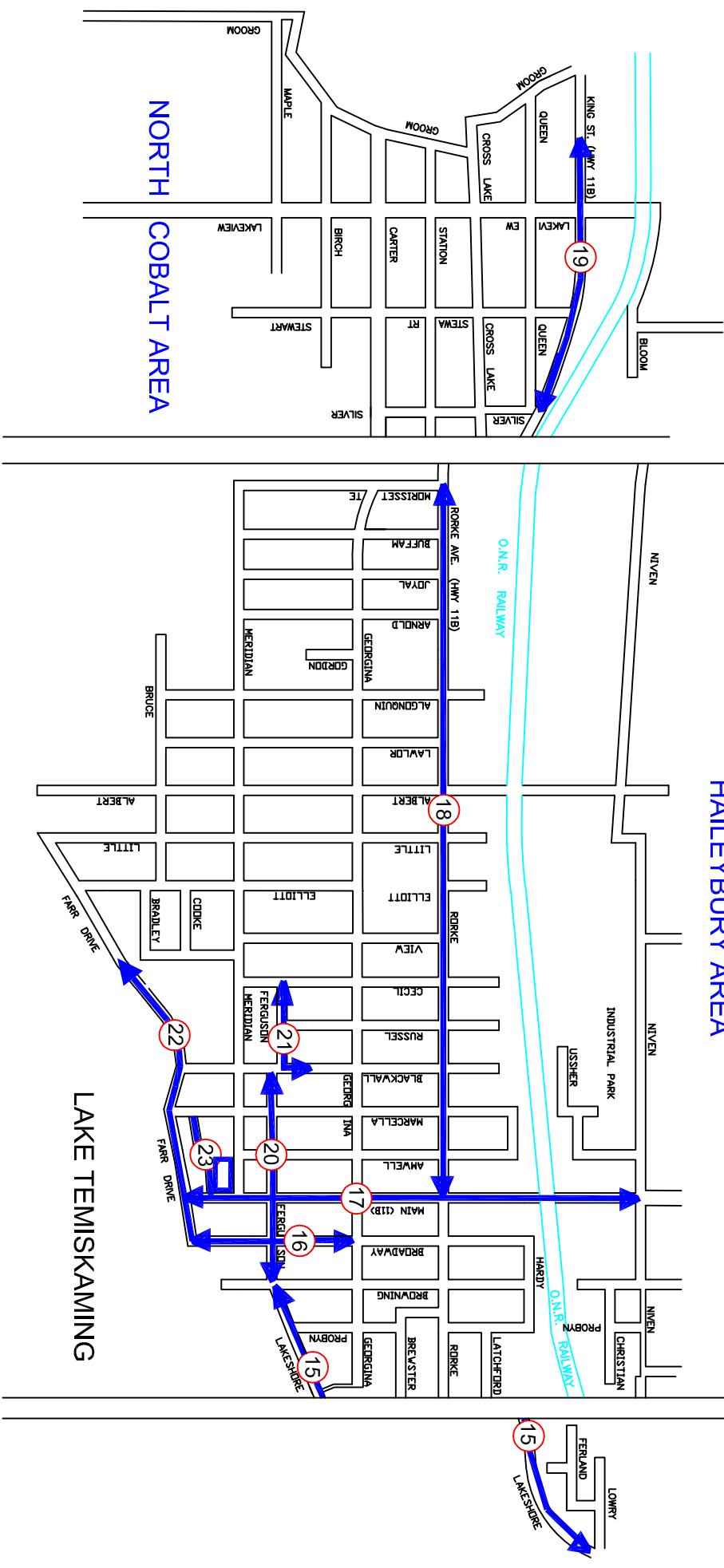
City of Temiskaming Shores
New Liskeard Area
— Removal Priority

Appendix D - 02 Haileybury Snow Removal Program
 City of Temiskaming Shores

REMOVAL PRIORITY

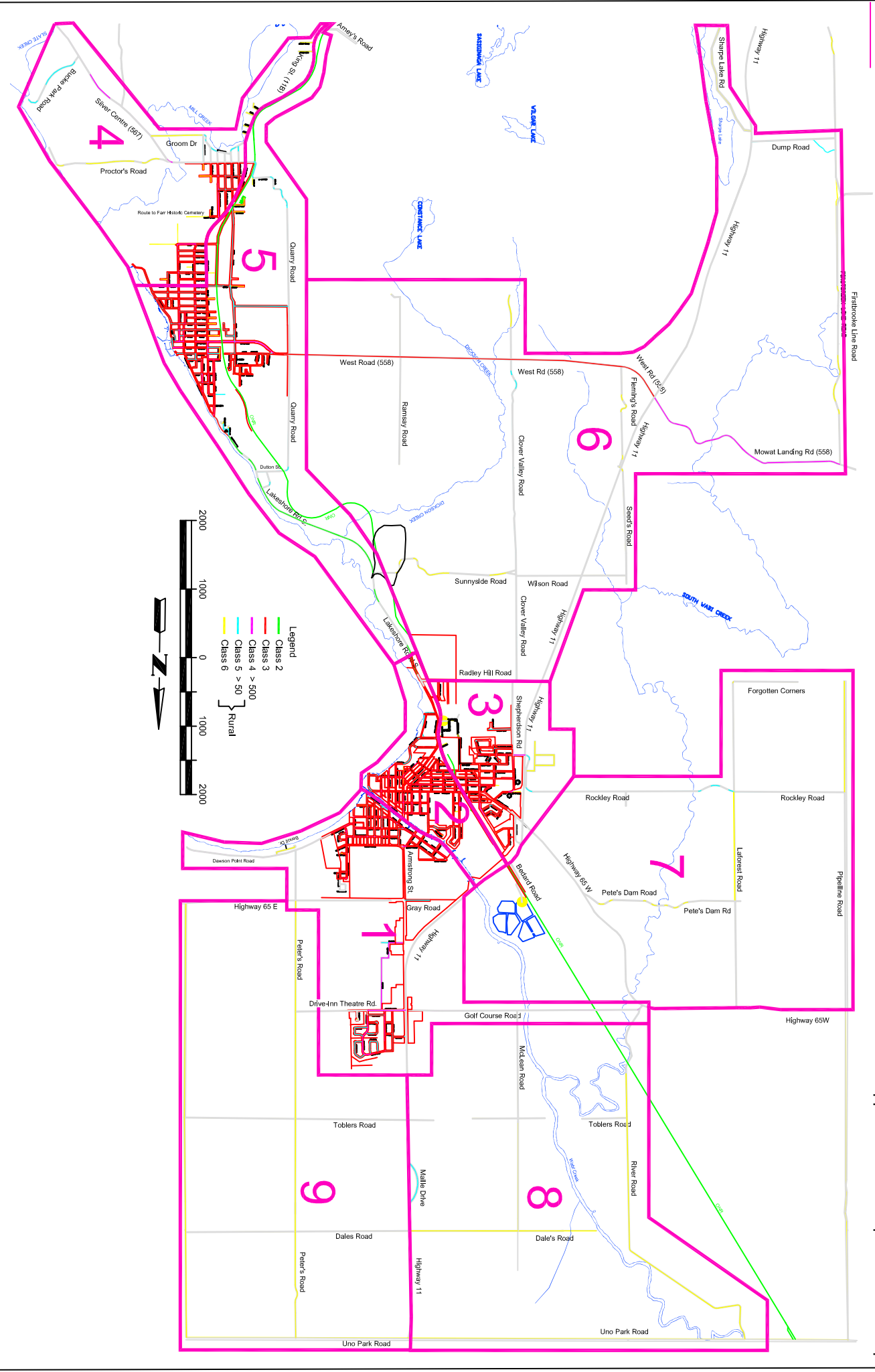


HAILEYBURY AREA

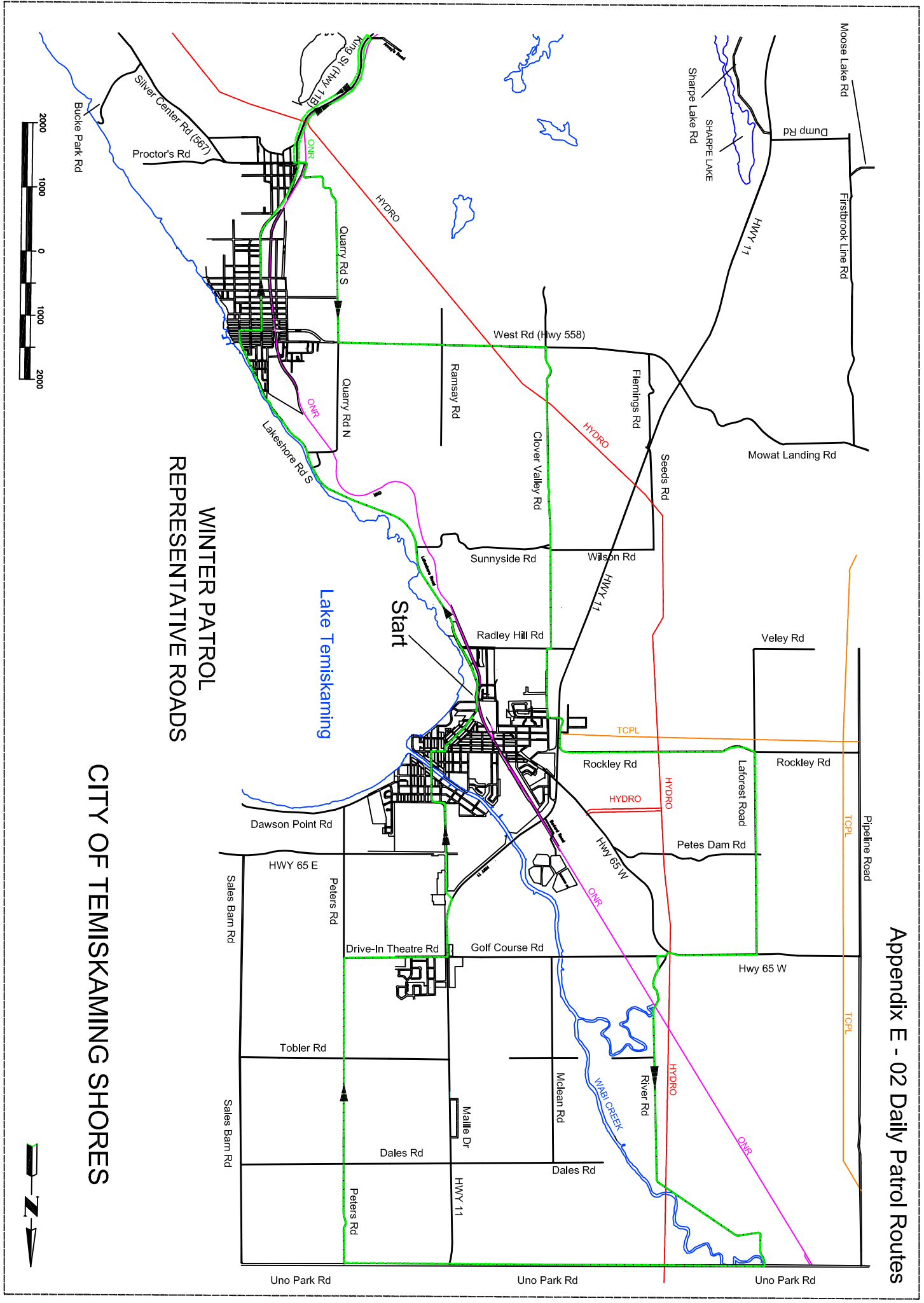


NORTH COBALT AREA

LAKE TEMISKAMING



Appendix E - 02 Daily Patrol Routes



WINTER PATROL
REPRESENTATIVE ROADS

CITY OF TEMISKAMING SHORES



STANDARD ROAD SURFACE CONDITION REPORT (WINTER)

DATE ___/___/___
yy/mm/dd

START TIME ___ AM or PM
FINISH TIME ___ AM or PM

WEATHER	
Partly Cloudy	
Overcast	
Rain	
Snow	
Freezing Rain	
High Winds	
Clear	
Visibility - good	
Visibility - poor	
Distance	

TEMPERATURE	
Below -30	
-30 to -20	
-20 to - 10	
-10 to 0	
0 to + 10	
+10 to +20	
+20 to +30	
Falling	
Rising	

ROAD CONDITIONS	
Dry	
Wet	
Loose snow: 0 - 5 cm	
Loose snow: 5-10 cm	
Loose snow: 10 cm +	
Slush	
Snow Packed	
Ice	
Centre Bare	
Ice Patches	
Road Surface Temperature	

ROAD/STREET	CC	NOTE#	ROAD/STREET	CC	NOTE#	AC - ACTION CODES
						RS Radio Sander
						RSS Radio Salter
						RP Radio Plow
						F Foreman
						WO Filed Work Order
						RP Restored on Patrol
						CC - CONDITION CODE
						A Acceptable
						D Deteriorating
						S Needs Service

#	AC	NOTES	TIME
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

NOTE: THIS REPRESENTS A SUMMARY OF CONDITIONS FOUND AND ACTIONS TAKEN BY UNDERSIGNED:



Work Order Request

City of Temiskaming Shores
Public Works Department
325 Farr Drive – City Hall
P.O. Box 2050
Haileybury, ON P0J 1K0

Work Order No.: **WO-2017 - _____**

To: _____
Date: _____

From: _____

Description of Work Requested

How Identified:	Date:	Time:

Special Considerations

Signature: _____

Deadline for completion: _____

Description of Work Performed

Repairs Performed by:	<input type="checkbox"/> As Noted Above	
	<input type="checkbox"/> As Described Below	
Supervisor (print):	Signature:	Completion Date:



Media Release - Road Closed

Date: _____ Time: _____

For Immediate Release

Due to a severe winter storm Ontario Provincial Police advise that the following roads in Corporation of the City of Temiskaming Shores are impassable due to drifting and blowing snow and have been closed to traffic.

Road Name	From	To

The Ontario Provincial Police advise that these roads will remain closed until the storm subsides and driving conditions improve.

For further Information, contact the City of Temiskaming Shores Public Works Department at 705-647-6220.



**EXCERPT FROM BY-LAW 2008-069
BEING A BY-LAW TO REGULATE TRAFFIC AND PARKING
OF VEHICLES IN THE CITY OF TEMISKAMING SHORES**

SECTION 5.9 OF SCHEDULE "A" TO BY-LAW NO. 2008-069

Prohibition - Overnight Parking - Offence

No person shall stop, stand or park a vehicle on any street or City owned parking lot between the hours of 12:00 a.m. to 7:00 a.m. during the period of November 1st in one year to March 31st of the next year.

Certified true copy

**David Treen
Municipal Clerk**

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NO. 2009-159

**BEING A BY-LAW TO REGULATE THE REMOVAL AND RELOCATION OF SNOW
WITHIN THE CITY OF TEMISKAMING SHORES**

WHEREAS the Council of the Corporation of the City of Temiskaming Shores deems it necessary and expedient to pass a By-law to regulate the removal and relocation of snow within the City of Temiskaming Shores;

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

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

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

AND WHEREAS Section 10(2) 6 of the Municipal Act, S.O. 2001, c. 25, as amended, authorizes Council to pass bylaws respecting the health, safety and well-being of persons;

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

AND WHEREAS Section 128 (1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may prohibit with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

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

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

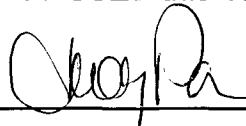
AND WHEREAS Section 446(1) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that if a municipality has the authority under any Act or under a by-law under any Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS Section 446(3) of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may recover costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as taxes.

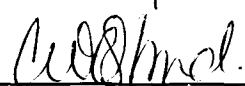
NOW THEREFORE the Council of the Corporation of the City of Temiskaming Shores hereby enacts as follows:

1. That Council adopts a by-law to regulate the removal and relocation of snow within the City identified as Schedule "A", attached hereto and forming part of this by-law;
2. That all by-laws respecting the removal, relocation and disposal of snow enacted by the former Town of Haileybury (more specifically By-law 94-6), the former Town of New Liskeard (more specifically By-law 1319), the former Township of Dymond (more specifically By-law 1355) and amendments thereto, are hereby repealed.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.
4. That this By-Law shall come into force and take effect on the date of its final passing.

Read a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 15th day of December, 2009.



Mayor



Clerk

CORPORATION OF THE CITY OF TEMISKAMING SHORES

SCHEDULE "A" TO BY-LAW NO. 2009-159

**BEING A BY-LAW TO REGULATE REMOVAL AND RELOCATION OF SNOW IN THE
CITY OF TEMISKAMING SHORES**

INDEX

PART 1 – GENERAL PROVISIONS

SECTION		PAGE
1.1	Short Title	1
1.2	Scope	1
1.3	Enforcement	1
1.4	Conflicts with other By-law	1

PART 2 - DEFINITIONS

SECTION		PAGE
2.1	By-law Enforcement Officer	1
2.2	City	1
2.3	City Property	1
2.4	Council	1
2.5	Municipality	1
2.6	Person	1
2.7	Police Officer	2
2.8	Private Property	2
2.9	Provincial Offences Act	2
2.10	Sidewalk	2
2.11	Street	2

PART 3 – REGULATIONS

SECTION		PAGE
3.1	Deposit of Snow	2
3.2	Re-Deposit of Snow	2

PART 4 – PENALTIES

SECTION		PAGE
4.1	General Penalties	3

PART 5 – VALIDITY

SECTION		PAGE
5.1	Validity of By-law	3

SCHEDULES AND DISCRPTION

APPENDIX		PAGE
1	Set Fines For By-law 2009-159	4

**PART 1
GENERAL PROVISIONS**

SECTION

1.1 Short Title

This By-Law shall be cited as the "Snow Removal By-law".

1.2 Scope

The provisions of this By-law shall apply to all property within the geographic limits of the City of Temiskaming Shores, except where otherwise provided.

1.3 Enforcement

This By-law shall be enforced by a *By-law Enforcement Officer* or a *Police Officer*.

1.4 Conflicts with other by-law

Where a provision of this By-law conflicts with a provision of another by-law in force in the City of Temiskaming Shores, 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.

**PART 2
DEFINITIONS**

Definitions of words, phrases and terms used in this By-law that are not included in the list of definitions in this section shall have the meanings which are commonly assigned to them in the context in which they are used in this By-law.

The words, phrases and terms defined in this section have the following meaning for the purposes of this By-law.

SECTION

2.1 "By-law Enforcement Officer" means the *person* or *persons* duly appointed by *Council* as Municipal Law Enforcement Officers for the purpose of enforcing regulatory by-laws of the *City*.

2.2 "City" means the Corporation of the City of Temiskaming Shores.

2.3 "City Property" means any land situated within the City which is owned by the City or controlled by the City by lease or otherwise.

2.4 "Council" means the *Municipal Council* of the *City* of Temiskaming Shores.

2.5 "Municipality" means the land within the geographic limit of the City of Temiskaming Shores.

2.6 "Person" means an individual, firm or corporation.

SECTION

- 2.7** “**Police Officer**” means a member of the Ontario Provincial Police service.
- 2.8** “**Private Property**” means property which is privately owned and is not *City* property.
- 2.9** “**Provincial Offences Act**” means the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.
- 2.10** “**Sidewalk**” means any municipal walkway, or that portion of a *street* between *curb* lines or the lateral lines of a roadway, and the adjacent property line, primarily intended for use by *pedestrians*.
- 2.11** “**Street**” means a common and public highway, *street*, *roadway*, crescent, avenue, parkway, *driveway*, square, place, bridge, viaduct, trestle or other such place designated and intended for, or used by the general public for the passage or *parking* of *vehicles* and includes the area of land between the lateral property lines thereof.

PART 3 REGULATIONS

SECTION

- 3.1** **Deposit of Snow**
No *person* shall deposit, or cause to be deposited, any snow, ice, or other debris, on any *City property* or *street* from off of his or her property or any other *private property*.
- 3.2** **Re-Deposit of Snow**
- 3.2.1** No *person* shall move snow within a *street* or allow snow to be moved from one side of the cleared portion of the *street* intended for vehicular and pedestrian traffic, to the other side of the *street*.
- 3.2.2** No *person* shall relocate snow within a *street* or allow snow to be relocated in such a manner as to encroach on the cleared portion of the *street* intended for vehicular and pedestrian traffic.
- 3.2.3** No *person* shall relocate snow within a *street* or allow snow to be relocated in such a manner as to obstruct the normal visibility or the safe movement of vehicular and pedestrian traffic on the *street*.

**PART 4
PENALTIES**

SECTION

- 4.1** Any *person* who contravenes, suffers or permits any act or thing to be done in contravention of, or neglects to do or refrains from doing anything required to be done pursuant to any provisions of this By-law or any permit or order issued pursuant thereto, commits an offence and except where specifically provided in Appendix "1", shall be liable to a fine not exceeding \$5,000.00.

Where an offense is a continuing offence, each day that the offence is continued shall constitute a separate and distinct offence.

**PART 5
VALIDITY**

SECTION

5.1 Validity of By-law

If any section, clause, or provision of this By-law, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not effect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
Appendix "1" OF Schedule "A"
TO BY-LAW NO. 2009-159

SET FINES FOR BY-LAW NO. 2009-159

Item	COLUMN 1 Short form wording	COLUMN 2 Offence creating provision or Defining offence	COLUMN 3 Set fine
1	Deposit snow on <i>City property</i> .	Section 3.1	\$100.00
2	Re-Deposit snow from one side of <i>street</i> to the other.	Section 3.2.1	\$100.00
3	Re-Deposit snow to cleared portion of <i>street</i> .	Section 3.2.2	\$100.00
4	Re-Deposit snow so as to obstruct visibility.	Section 3.2.3	\$100.00

Note: The general penalty provision for the offences listed above is Schedule A section 4.1 of By-law No. 2009-159, a certified copy of which has been filed.

NOTICE – OVERNIGHT PARKING

Effective November 1st, 2017 to March 31st, 2018

By-law No. 2008-069, as amended prohibits the parking of vehicles on municipal streets
or City-owned parking lots between the hours of

12:00 a.m. to 7:00 a.m.

Thank you for your cooperation.

For further information contact the By-law Officer at (705) 672-3363.

Municipal Act, 2001
Loi de 2001 sur les municipalités

ONTARIO REGULATION 239/02

MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS

Consolidation Period: From January 25, 2013 to the [e-Laws currency date](#).

Last amendment: O. Reg. 47/13.

This Regulation is made in English only.

Definitions

1. (1) In this Regulation,

“cm” means centimetres;

“day” means a 24-hour period;

“ice” means all kinds of ice, however formed;

“motor vehicle” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;

“non-paved surface” means a surface that is not a paved surface;

“Ontario Traffic Manual” means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;

“paved surface” means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;

“roadway” has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*;

“shoulder” means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

“snow accumulation” means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

1. Newly-fallen snow.
2. Wind-blown snow.
3. Slush;

“substantial probability” means a significant likelihood considerably in excess of 51 per cent;

“surface” means the top of a roadway or shoulder;

“weather” means air temperature, wind and precipitation. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1); O. Reg. 47/13, s. 1.

(2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average annual daily traffic on it. O. Reg. 239/02, s. 1 (2).

(3) For the purposes of subsection (2) and the Table to this section, the average annual daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,

(a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or

(b) by estimating the average daily two-way traffic on the highway or part of the highway.

O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2).

(4) For the purposes of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 23/10, s. 1 (3).

**TABLE
CLASSIFICATION OF HIGHWAYS**

Average Annual Daily Traffic (number of motor vehicles)	Posted or Statutory Speed Limit (kilometres per hour)							
	91 - 100	81 - 90	71 - 80	61 - 70	51 - 60	41 - 50	31 - 40	1 - 40
15,000 or more	1	1	1	2	2	2	2	2
12,000 - 14,999	1	1	1	2	2	3	3	3
10,000 - 11,999	1	1	2	2	3	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3	3
6,000 - 7,999	1	2	2	3	3	3	3	3
5,000 - 5,999	1	2	2	3	3	3	3	3
4,000 - 4,999	1	2	3	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4	4
2,000 - 2,999	1	2	3	3	4	4	4	4
1,000 - 1,999	1	3	3	3	4	4	4	5
500 - 999	1	3	4	4	4	4	4	5
200 - 499	1	3	4	4	5	5	5	5
50 - 199	1	3	4	5	5	5	5	5
0 - 49	1	3	6	6	6	6	6	6

O. Reg. 613/06, s. 1.

Application

2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.

(2) Revoked: O. Reg. 23/10, s. 2.

(3) This Regulation does not apply to Class 6 highways. O. Reg. 239/02, s. 2 (3).

MINIMUM STANDARDS

Patrolling

3. (1) The minimum standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section. O. Reg. 23/10, s. 3 (1).

(2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the minimum standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions. O. Reg. 47/13, s. 2.

(3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities. O. Reg. 23/10, s. 3 (1).

(4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1. O. Reg. 23/10, s. 3 (1).

TABLE
PATROLLING FREQUENCY

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

O. Reg. 239/02, s. 3, Table; O. Reg. 23/10, s. 3 (2).

Weather monitoring

3.1 (1) From October 1 to April 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality. O. Reg. 47/13, s. 3.

(2) From May 1 to September 30, the minimum standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day. O. Reg. 47/13, s. 3.

Snow accumulation

4. (1) The minimum standard for addressing snow accumulation is,

- (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
 - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
 - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4.

(2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4.

(3) For the purposes of this section, the depth of snow accumulation on a roadway may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:

1. Patrolling highways.
2. Performing highway maintenance activities.
3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4.

(4) The depth of snow accumulation on a roadway may be determined by,

- (a) performing an actual measurement;
- (b) monitoring the weather; or
- (c) performing a visual estimate. O. Reg. 47/13, s. 4.

(5) For the purposes of this section, addressing snow accumulation on a roadway includes, but is not limited to,

- (a) plowing the roadway;
- (b) salting the roadway;
- (c) applying abrasive materials to the roadway; or
- (d) any combination of the methods described in clauses (a), (b) and (c). O. Reg. 47/13, s. 4.

(6) This section does not apply to that portion of the roadway designated for parking. O. Reg. 47/13, s. 4.

TABLE
SNOW ACCUMULATION

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

O. Reg. 47/13, s. 4.

Ice formation on roadways and icy roadways

5. (1) The minimum standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

1. Monitor the weather in accordance with section 3.1.
2. Patrol in accordance with section 3.
3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway to prevent ice formation within the time set out in the Table to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 47/13, s. 5.

(2) If the municipality meets the minimum standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the earlier of,

- (a) the time that the municipality becomes aware of the fact that the roadway is icy; or
- (b) the applicable time set out in the Table to this section for treating the roadway to prevent ice formation expires. O. Reg. 47/13, s. 5.

(3) The minimum standard for treating icy roadways after the municipality becomes aware of the fact that a roadway is icy is to treat the icy roadway within the time set out in the Table to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in the Table for treating the icy roadway expires. O. Reg. 47/13, s. 5.

(4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 47/13, s. 5.

TABLE
ICE FORMATION PREVENTION AND ICY ROADWAYS

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

O. Reg. 47/13, s. 5.



Record of Training

This statement certifies that the below named individual has successfully completed the in-house Winter Operations Training program as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.

The Winter Operations Training program is comprised of the following modules:

- Equipment Circle Check
- Equipment Calibration
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Yard and Equipment maintenance

Employee Name (Print)_____

Employee Signature_____

Date_____

Trainer Signature_____

Supervisor Signature_____



Record of Training – Patrol Person

This certifies that _____ (employee name) has successfully completed the in-house Winter Operations - Night Patroller Training as required by the Corporation of the City of Temiskaming Shores Winter Operations Plan.

The Winter Operations - Patroller Training workshop includes the following modules:

- Weather monitoring and forecasting results including: Road Weather Information System, Value Added Meteorological Service, eutectic temperature, pavement temperature, dew point
- Winter Schedules
- Record Keeping
- Health and Safety
- Level of Service - policies, practices and procedures
- Identification of Plow Routes - including variations for year to year and issues identified along the route
- De-icing chemicals - usage, application rates, storage and handling
- Identification of road salt vulnerable areas and the procedures to follow in those areas
- Call-out procedures
- Emergency contacts
- Yard and Equipment maintenance

Employee Name (Print)_____

Employee Signature_____

Date of Training_____

Trainer Signature_____

Supervisor Signature_____

Call-out Chart “ROADS”

FORECAST	CALL-OUT RESPONSE			
STORM SEVERITY	CLASS 2	CLASS 3	CLASS 4	CLASS 5
Less than 5 cm	After storm has ended and after becoming aware that the snow accumulation is greater than 5 cm call-out plows and clear the snow within 6 hours . No call-out of sander unless roads become slippery	No requirement for clearing of snow. No call-out of sander unless roads become slippery	No requirement for clearing of snow. No call-out of sander unless roads become slippery	No requirement for clearing of snow. No call-out of sander unless roads become slippery
More than 5 cm	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 5 cm. After storm has ended, and after becoming aware that the snow accumulation is greater than 5 cm clear the snow within 6 hours No call-out of sander unless roads become slippery	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 8 cm . After storm has ended, and after becoming aware that the snow accumulation is greater than 8 cm clear the snow within 12 hours No call-out of sander unless roads become slippery.	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 8 cm . After storm has ended, and after becoming aware that the snow accumulation is greater than 8 cm clear the snow within 16 hours No call-out of sander unless roads become slippery	While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 10 cm . After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm clear the snow within 24 hours No call-out of sander unless roads become slippery
Sleet and freezing rain	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit	Call-out sander if road conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

Call-out Chart “SIDEWALKS”

FORECAST	CALL-OUT RESPONSE	
Storm Severity	Priority 1 – Downtown Areas	Priority 2 – Side Streets
Up to 10 cm	<p>After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm call-out plows and clear the snow within 24 hours</p> <p>No call-out of sander unless sidewalks become slippery</p>	<p>No requirement for snow clearing operations.</p> <p>Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.</p> <p>No call-out of sander unless sidewalks become slippery</p>
More than 10 cm	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 10 cm.</p> <p>After storm has ended, and after becoming aware that the snow accumulation is greater than 10 cm clear the snow within 24 hours</p> <p>No call-out of sander unless sidewalks become slippery</p>	<p>While storm continues, call-out plow operations as soon as practicable after becoming aware that the snow accumulation is greater than 15 cm.</p> <p>Priority 2 sidewalks will not be serviced until the completion of Priority 1 sidewalks have met their service level and may also be delayed by other winter control roads requirements.</p> <p>No call-out of sander unless sidewalks become slippery</p>
Sleet and freezing rain	Call-out sander if sidewalk conditions permit	Call-out sander if sidewalk conditions permit

It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.



Call-out Chart “SNOW REMOVAL”

FORECAST	CALL-OUT RESPONSE	
Snow Accumulation	Priority 1 - Downtown areas	Priority 2 - Side streets
Up to 60 cm snow bank	No requirement for snow removal operations	No requirement for snow removal operations
Up to 120 cm snow bank	<p>After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than 60 cm, removal operations shall begin.</p> <p>The winter control plan indicates a downtown street removal route numbered from 1 to 21 which suggests an importance level and will be used as a guide to operations.</p> <p>Due to traffic and pedestrian congestion, this work may be required to be completed during the night shift. Deviation from this will be approved by the Director or his designate.</p> <p>Snow removal in downtown areas will have priority over side streets.</p> <p>It is understood that conditions may occur which temporarily prevent achieving the level of service specified.</p>	<p>After storm has ended and the city's plowing and sanding requirements have been satisfied, and after becoming aware that the snow bank accumulation is greater than 120 cm, removal operations shall begin.</p> <p>Intersections will receive service when it is deemed by the road supervisor to pose a hazard to vehicular traffic.</p>
Sleet and freezing rain	Call-out sander if conditions permit	Call-out sander if conditions permit

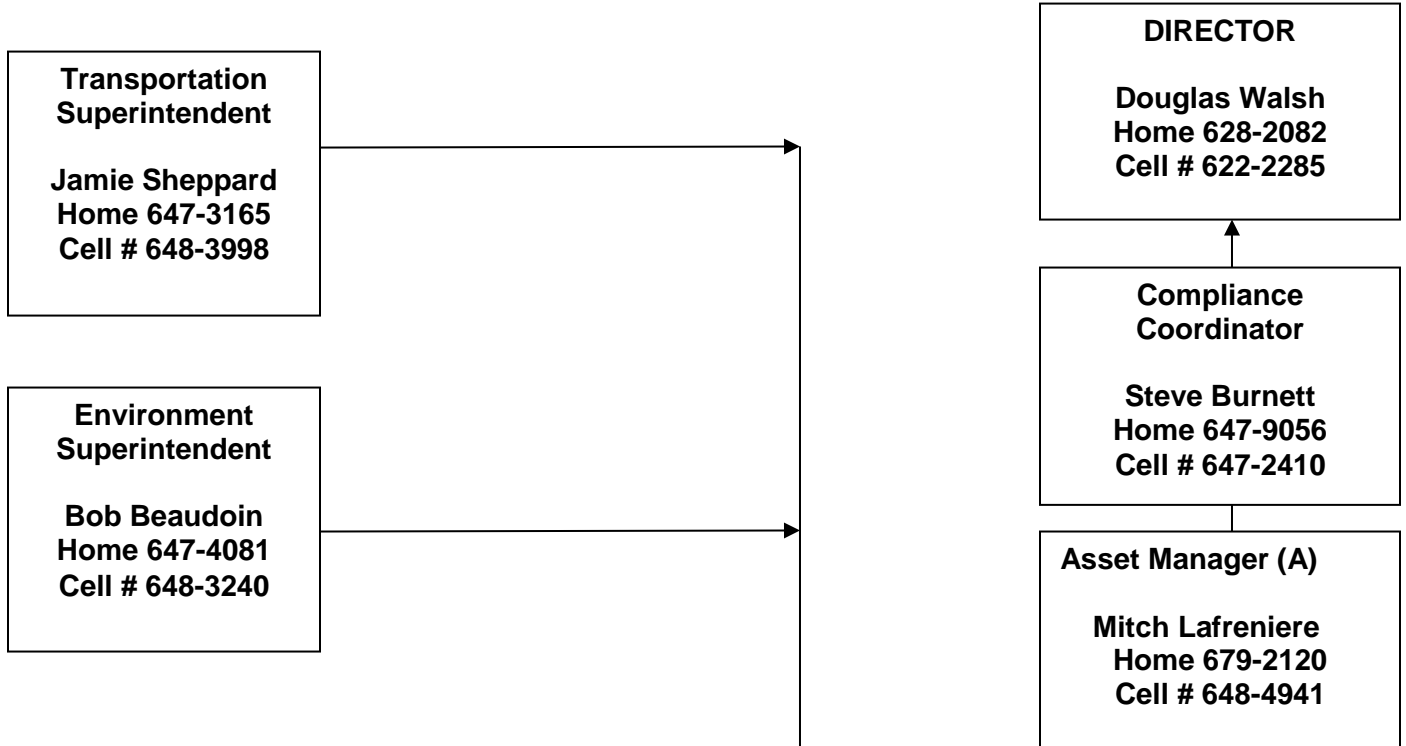
It is understood that conditions may occur which temporarily prevent achieving the level of service specified above.

NOTE: One 8 hour night shift removes +/- 2,700 cubic meters of snow

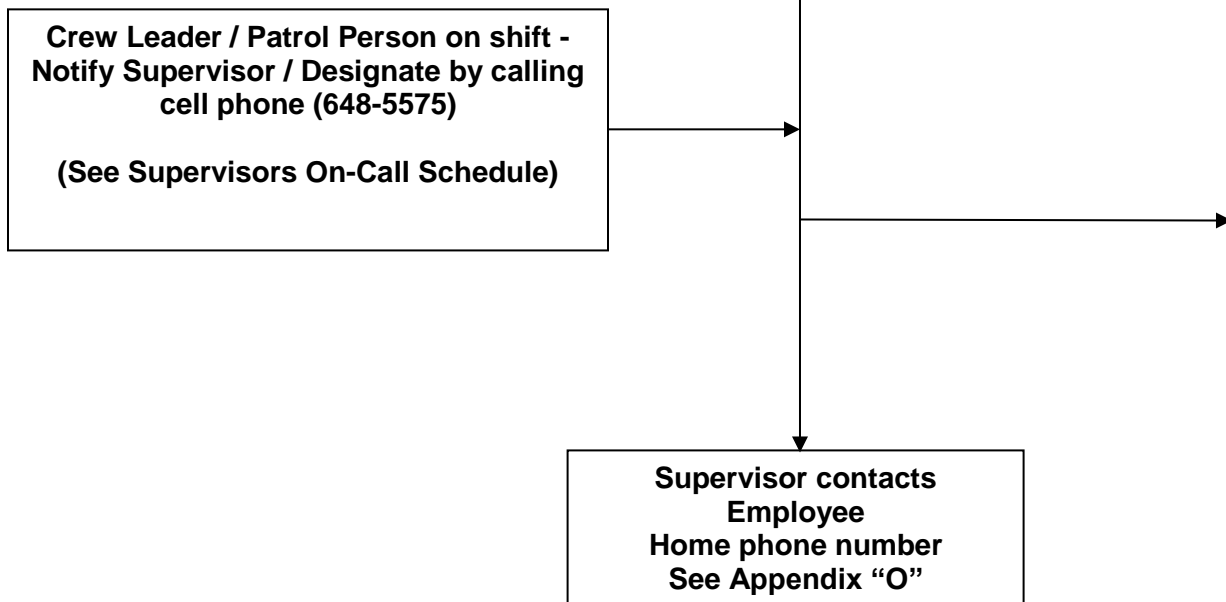
Public Works Department Operations Division

Winter Control Notification FLOW CHART

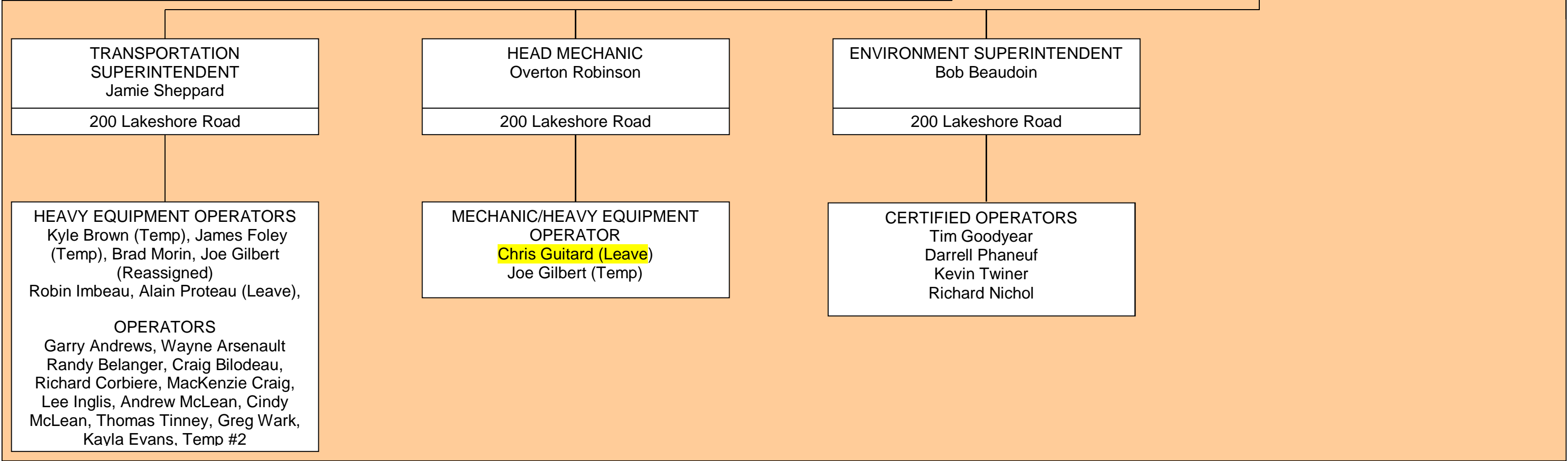
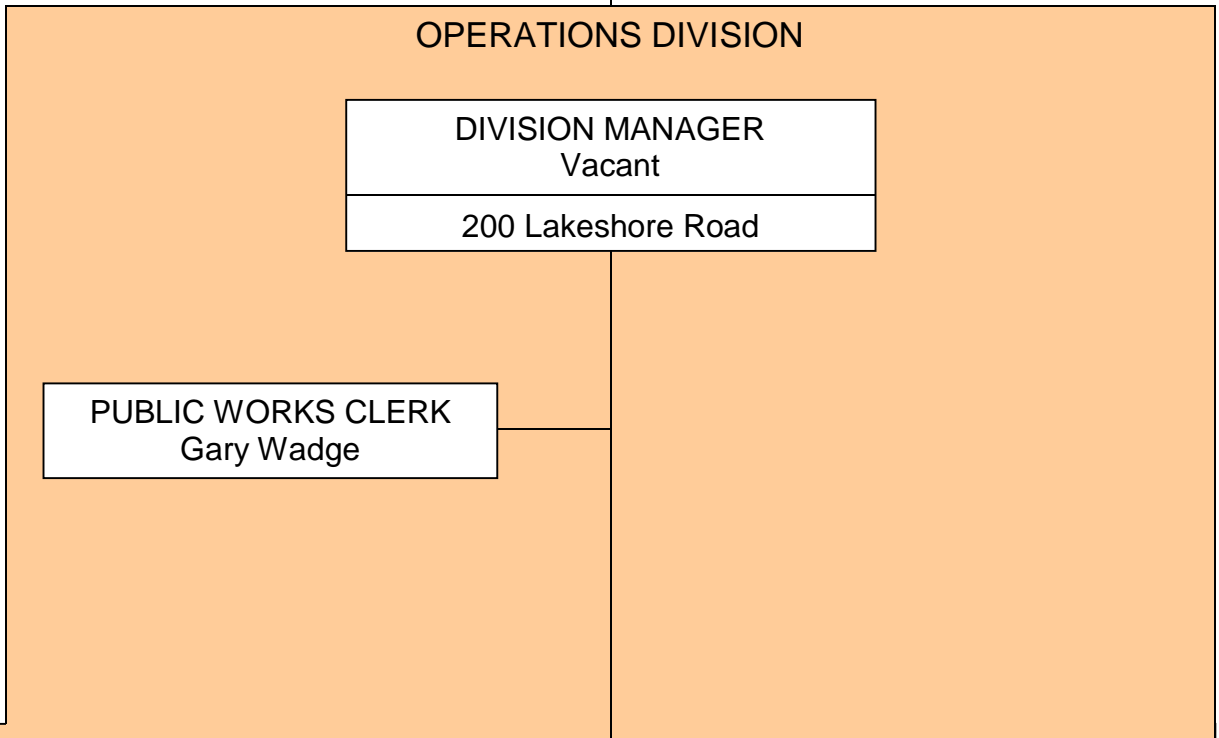
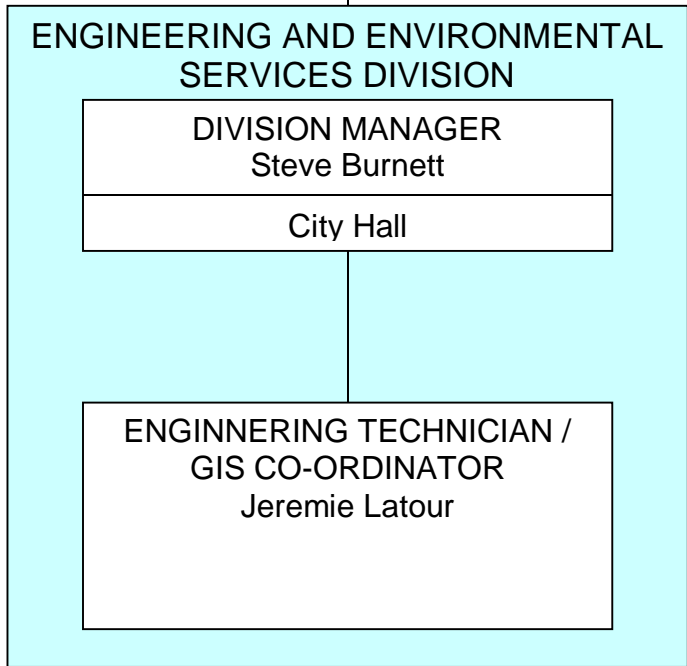
Monday - Friday



**Afternoon Shifts, Evening Shifts,
Saturday – Sunday – Statutory Holiday**



DIRECTOR OF PUBLIC WORKS
Douglas Walsh
City Hall



City of Temiskaming Shores

2017 - 18 Winter Operations Plan	
<i>Colour description</i>	<i>Shift partners</i>
Crew One	Joe Gilbert - HEO
	Kayla Evans
	Andrew McLean
	Jim Foley
	Darrell Phaneuf W/S
Crew Two	Brad Morin - HEO
	Tim Goodyear
	Ron Prestage
	Craig Bilodeau
	Mackenzie Craig W/S
Crew Three	Robin Imbeau - HEO
	Lee Inglis
	Kyle Brown
	Thomas Tinney
	Kevin Twiner W/S
Crew Four	Al Proteau - HEO
	Richard Corbiere
	Randy Belanger
	Dave Noel
	Richard Nichol W/S
Dayshift	Afternoon Patrol - Adam Charbonneau
	Oppie Robinson
	Chris Guitard
	Gary Wadge
	Douglas Walsh
	Steve Burnett
	Robert Beaudoin
Jamie Sheppard	

Sept. 12/17

APPENDIX N

2017 -18 Winter Shift Schedule (Complete Schedule)

November

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 6:30												3	3	3	3	3	1e	1e	4	4	4	4	4	2a	2a	1	1	1	1	1
6:30 - 15:00													4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2c	2c	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3c	3c	2,3,4	2,3,4	2,3,4	2,3,4
15:00 - 23:30	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	2a	2a	AP	AP	AP	AP	AP	3a	3a	AP	AP	AP	AP

December

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	3a	3a	2	2	2	2	2	4a	4a	3	3	3	3	3	1a	1a	4	4	4	4	4	2b	2b	1	1	1	1	1	3b	3b	2
6:30 - 15:00	2,3,4	4d	4d	3,4,1	3,4,1	3,4,1	3,4,1	3,4,1	1d	1d	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2d	2d	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3d	3d	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4b	4b
15:00 - 23:30	AP	4e	4e	AP	AP	AP	AP	AP	1e	1e	AP	AP	AP	AP	AP	2e	2e	AP	AP	AP	AP	AP	3e	3e	AP	AP	AP	AP	AP	4c	4c

January

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
22:00 - 6:30	2	2	2	2	4b	4b	3	3	3	3	3	3	1b	1b	4	4	4	4	4	2c	2c	1	1	1	1	1	3c	3c	2	2	2	2
6:30 - 15:00	3,4,1	3,4,1	3,4,1	3,4,1	3,4,1	1b	1b	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2b	2b	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3b	3b	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4a	4a	3,4,1	3,4,1	3,4,1	
15:00 - 23:30	AP	AP	AP	AP	AP	1c	1c	AP	AP	AP	AP	AP	2c	2c	AP	AP	AP	AP	AP	3c	3c	AP	AP	AP	AP	AP	4d	4d	AP	AP	AP	

February

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
22:00 - 6:30	2	4c	4c	3	3	3	3	3	3	1c	1c	4	4	4	4	4	2d	2d	1	1	1	1	3d	3d	2	2	2	2
6:30 - 15:00	3,4,1	3,4,1	1a	1a	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2a	2a	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3a	3a	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4e	4e	3,4,1	3,4,1	3,4,1
15:00 - 23:30	AP	AP	1d	1d	AP	AP	AP	AP	AP	2d	2d	AP	AP	AP	AP	AP	3d	3d	AP	AP	AP	AP	AP	4b	4b	AP	AP	AP

March

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	2	4d	4d	3	3	3	3	3	3	1d	1d	4	4	4	4	4	2e	2e	1	1	1	1	3e	3e	2	2	2	2	2	4e	4e
6:30 - 15:00	3,4,1	3,4,1	1e	1e	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2e	2e	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	3e	3e	2,3,4	2,3,4	2,3,4	2,3,4	2,3,4	4c	4c	3,4,1	3,4,1	3,4,1	3,4,1	3,4,1	1c
15:00 - 23:30	AP	AP	1b	1b	AP	AP	AP	AP	AP	2b	2b	AP	AP	AP	AP	AP	3b	3b	AP	AP	AP	AP	AP	4a	4a	AP	AP	AP	AP	AP	1a

April

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 6:30	3	3	3	3	3	1e	1e	4	4	4	4	4																		
6:30 - 15:00	1c	4,1,2	4,1,2	4,1,2	4,1,2	4,1,2	2c	2c	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3																	
15:00 - 23:30	1a	AP	AP	AP	AP	AP	2a	2a	AP	AP	AP	AP	AP																	
6:30 - 15:00																1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4			1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4		

Weekend

Stat Holiday

AP Afternoon Patrol

Sept. 12/17

APPENDIX N

2017 -18 Winter Shift Schedule (Crew One)

November

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 6:30																	1e	1e												
6:30 - 15:00													1	1	1	abcd	abcd				1	1	1	1	1					
15:00 - 23:30	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP				AP	AP	AP	AP	AP		AP	AP	AP	AP

December

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30															1a	1a															
6:30 - 15:00				1	1	1	1	abc	1d	1d	abc	1	1	bcde	bcde			1	1	1	1	1									
15:00 - 23:30	AP			AP	AP	AP	AP	AP	1e	1e	AP	AP	AP	AP	AP			AP	AP	AP	AP	AP				AP	AP	AP	AP	AP	

January

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30												1b	1b										1	1	1	1	1				
6:30 - 15:00	1	1	1	1	ade	1b	1b	ade	1	1	acde	acde			1	1	1	1	1										1	1	1
15:00 - 23:30		AP	AP	AP	AP	1c	1c	AP	AP	AP	AP	AP			AP	AP	AP	AP	AP				AP	AP	AP	AP	AP		AP	AP	AP

February

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28		
22:00 - 6:30									1c	1c										1	1	1	1	1						
6:30 - 15:00	1	bce	1a	1a	bce	1	1	abde	abde			1	1	1	1	1										1	1	1		
15:00 - 23:30	AP	AP	1d	1d	AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP		

March

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30									1d	1d										1	1	1	1	1							
6:30 - 15:00	abcd	1e	1e	abcd	1	1	1	abce	abce			1	1	1	1	1										1	1	1	1	bde	1c
15:00 - 23:30	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	1a

April

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
22:00 - 6:30						1e	1e																								
6:30 - 15:00	1c	bde	1	1	abcd	abcd			1	1	1	1	1																		
15:00 - 23:30	1a	AP	AP	AP	AP	AP			AP	AP	AP	AP	AP																		
6:30 - 15:00																1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4			1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4			

 Weekend

 Stat Holiday

AP Afternoon Patrol

APPENDIX N

2017 -18 Winter Shift Schedule (Crew Two)

November

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
22:00 - 6:30																								2a	2a						
6:30 - 15:00													2	2	2	2	bde	2c	2c	bde	2	2	bcde	bcde				2	2	2	2
15:00 - 23:30	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	2a	2a	AP	AP	AP	AP	AP			AP	AP	AP	AP	

December

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30			2	2	2	2	2															2b	2b								2
6:30 - 15:00	2										2	2	2	2	abc	2d	2d	abc	2	2	acde	acde			2	2	2	2	2		
15:00 - 23:30	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	2e	2e	AP	AP	AP	AP	AP				AP	AP	AP	AP	AP	

January

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	2	2	2	2															2c	2c								2	2	2	2
6:30 - 15:00								2	2	2	2	ade	2b	2b	ade	2	2	abde	abde			2	2	2	2	2	2				
15:00 - 23:30		AP	AP	AP	AP			AP	AP	AP	AP	AP	2c	2c	AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	AP		AP	AP	AP

February

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
22:00 - 6:30	2															2d	2d									2	2	2	2		
6:30 - 15:00					2	2	2	2	bce	2a	2a	bce	2	2	abce	abce			2	2	2	2	2	2							
15:00 - 23:30	AP	AP			AP	AP	AP	AP	AP	2d	2d	AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP			

March

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	2															2e	2e									2	2	2	2	2	
6:30 - 15:00					2	2	2	2	acd	2e	2e	acd	2	2	abcd	abcd			2	2	2	2	2								
15:00 - 23:30	AP	AP			AP	AP	AP	AP	AP	2b	2b	AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	

April

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 6:30																														
6:30 - 15:00		2	2	2	2	bde	2c	2c	bde	2	2	2	2																	
15:00 - 23:30		AP	AP	AP	AP	AP	2a	2a	AP	AP	AP	AP	AP																	
6:30 - 15:00																1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4				1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4		

 Weekend

 Stat Holiday

AP Afternoon Patrol

APPENDIX N

2017 -18 Winter Shift Schedule (Crew Three)

November

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 6:30												3	3	3	3	3														
6:30 - 15:00																				3	3	3	3	bde	3c	3c	bde	3	3	bcde
15:00 - 23:30	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	3a	3a	AP	AP	AP	AP

December

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30	3a	3a								3	3	3	3	3															3b	3b	
6:30 - 15:00	bcde			3	3	3	3	3										3	3	3	3	abc	3d	3d	abc	3	3	acde	acde		
15:00 - 23:30	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	3e	3e	AP	AP	AP	AP	AP		

January

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 6:30							3	3	3	3	3															3c	3c				
6:30 - 15:00	3	3	3	3	3										3	3	3	3	ade	3b	3b	ade	3	3	abde	abde			3	3	3
15:00 - 23:30		AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	3c	3c	AP	AP	AP	AP	AP			AP	AP	AP

February

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
22:00 - 6:30				3	3	3	3	3															3d	3d							
6:30 - 15:00	3	3										3	3	3	3	bce	3a	3a	bce	3	3	abce	abce			3	3	3			
15:00 - 23:30	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	3d	3d	AP	AP	AP	AP	AP			AP	AP	AP			

March

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 7:30				3	3	3	3	3															3e	3e							
6:30 - 15:00	3	3										3	3	3	3	acd	3e	3e	acd	3	3	abcd	abcd			3	3	3	3	3	
15:00 - 23:30	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	3b	3b	AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	

April

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
22:00 - 7:30	3	3	3	3	3																									
6:30 - 15:00									3	3	3	3	3																	
15:00 - 23:30		AP	AP	AP	AP	AP			AP	AP	AP	AP	AP																	
6:30 - 15:00																1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4			1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4		

 Weekend

 Stat Holiday

AP Afternoon Patrol

APPENDIX N

2017 -18 Winter Shift Schedule (Crew Four)

November

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
22:00 - 6:30																				4	4	4	4	4							
6:30 - 15:00													4	4	4	4	4	4										4	4	4	4
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December

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22:00 - 6:30								4a	4a								4	4	4	4	4											
6:30 - 15:00	abc	4d	4d	abc	4	4	cbde	cbde			4	4	4	4	4											4	4	4	4	ade	4b	4b
15:00 - 23:30	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP				AP	AP	AP	AP	AP	4c	4c

January

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22:00 - 6:30					4b	4b								4	4	4	4	4													
6:30 - 15:00	ade	4	4	acde	acde			4	4	4	4	4										4	4	4	4	bce	4a	4a	bce	4	4
15:00 - 23:30		AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	4d	4d	AP	AP	AP

February

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22:00 - 6:30		4c	4c								4	4	4	4	4																
6:30 - 15:00	abde	abde			4	4	4	4	4	4									4	4	4	4	acd	4e	4e	acd	4	4			
15:00 - 23:30	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	4b	4b	AP	AP	AP			

March

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22:00 - 7:30		4d	4d								4	4	4	4	4															4e	4e
6:30 - 15:00	abce	abce			4	4	4	4	4	4									4	4	4	4	bde	4c	4c	bde	4	4	abcd	abcd	
15:00 - 23:30	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	4a	4a	AP	AP	AP	AP	AP	

April

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22:00 - 7:30								4	4	4	4	4																			
6:30 - 15:00		4	4	4	4	4																									
15:00 - 23:30		AP	AP	AP	AP	AP			AP	AP	AP	AP	AP																		
6:30 - 15:00																1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4				1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4	1,2,3,4		

 Weekend

 Stat Holiday

AP Afternoon Patrol

APPENDIX N

2017 -18 Winter Shift Schedule (Supervisors)

November

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
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December

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15:00 - 23:30	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP		

January

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February

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22:00 - 6:30																												
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15:00 - 23:30	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP

March

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22:00 - 7:30																															
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15:00 - 23:30	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP			AP	AP	AP	AP	AP	

April

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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6:30 - 15:00																														
15:00 - 23:30		AP	AP	AP	AP	AP			AP	AP	AP	AP	AP																	
6:30 - 15:00																														

Weekend

Stat Holiday

AP Afternoon Patrol

Sept. 12/17

Jamie Sheppard

Steve Burnett

Doug Walsh

Bob Beaudoin

City of Temiskaming Shores

Telephone System - Winter Operations 2017 - 18						
Item	Day	Time	Action		Comments	
			Roads	W/S		
1	First point of Contact is 705-647-6220 if busy or after hours will prompt to Press "3" or transfer automatically to 705-648-5575					
2	Sunday 11:01 p.m. to Friday 3:00 p.m.	6:31 am to 3:00 pm	648-3998	648-3240	When main line is busy General voice mail Leave a message or press #3 should direct to 648-5575	647-6220 with a message
		3:01 pm to 11:30 pm	648-5575		General message system Landfill hours, roads, water to On call "person" Phone voice mails Leave a message or press #3 should direct to 648-5575	message in phone
		11:01 pm to 7:30 am	648-5575		General message system to On Duty "Night" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
3	Friday 3:01 p.m. to Sunday 11:00 p.m.	3:01 pm to 11:30 pm	648-5575		General message system to On Duty "Day" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
		11:00 pm to 7:30 am	648-5575		General message system to On Duty "Night" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
		7:00 am to 3:30 pm	648-5575		General message system to On Duty "Day" phone Phone voice mail Leave a message or press #3 should direct to 648-5575	message in phone
4	Secondary Contact	24 Hours per day	622-2285		Director of Public Works Leave a message if no response	

The Corporation of the City of Temiskaming Shores

By-law No. 2017-046

Being a by-law to enter into a Winter Maintenance Agreement with the Province of Ontario (Ministry of Transportation Ontario) – Highway 11B (Coleman Twp.) and Mowat Landing 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 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;

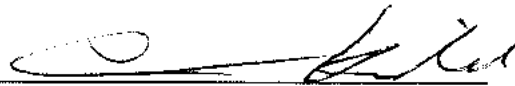
And whereas under Section 22 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may provide a system that it would otherwise not have power to provide outside its boundaries in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

And whereas Council considered Memo No. 003-2017-PW at the March 21, 2017 Regular Council meeting of Council and directed staff to prepare the necessary by-law to enter into a Winter Maintenance Agreement with the Ministry of Transportation Ontario for consideration at the March 21, 2017 Regular Council meeting;

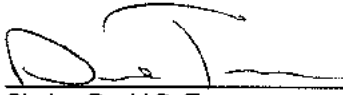
Now therefore the Council of the Corporation of the City of Temiskaming Shores enacts as follows;

1. That the Mayor and Clerk be hereby authorized to enter into an agreement with the Province of Ontario (Ministry of Transportation Ontario) for Winter Maintenance Services, copy of which attached hereto as Schedule "A" and forming a part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical 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 first, second and third time and finally passed this 21st day of March, 2017.



Mayor – Carman Kidd



Clerk – David B. Treen

This Agreement for winter maintenance services made this 21st day of March, 2017.

Between:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation,
(Hereinafter called the "Ministry"),

And:

The Corporation of the Municipality of Temiskaming Shores
(Hereinafter called the "Municipality").

Whereas the highway commonly known as Highway 11B (collectively referred to as, "Road") located within the Twp. of Coleman and described in Schedule "A" attached hereto and forming part of this Agreement is presently a highway under the jurisdiction and control of the Ministry;

And whereas the Municipality has offered to carry out winter maintenance services on the Road;

And whereas the Ministry has agreed to accept the Municipality's offer upon the mutually agreed upon terms and conditions as set out herein.

Now therefore this Agreement witnesses that in consideration of the covenants and premises in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the Ministry and the Municipality agree as follows:

1. In this Agreement,
 - (a) "Area Engineer" means the Ministry's Area Contracts Engineer for the New Liskeard Area.
2. The Municipality agrees to provide winter maintenance services on the Road in accordance with this Agreement from the execution of this Agreement until this Agreement is terminated or the earlier termination of this Agreement by either party upon 60 days prior written notice or on such other date as the Parties may agree in writing.
3. The Municipality shall carry out the winter maintenance services described in Schedule "A" at the level of service specified therein, both of which may from time to time be amended by the parties or which may be amended upon the direction of the Area Engineer.
4. The Municipality shall supply all necessary labour, materials and equipment required to carry out such winter maintenance services in accordance with the Ministry's winter maintenance standards.

5. In lieu of monetary compensation, the Ministry agrees to undertake the winter maintenance on a section of the Municipality's Road known as Mowat's Landing Road (Highway 558) for approximately 3.1 km from Highway 11 to Pipeline Road (start of Highway 558) in accordance with Appendix 01.
6. The Municipality shall keep separate and detailed records of the material usage (i.e. salt and sand) for winter maintenance services pursuant to this Agreement and make these records available for examination by the Ministry upon request for a 24-month period from the termination date of this Agreement.
7. The Municipality will report the work completed for winter maintenance services to the Area Engineer in a manner consistent with the Ministry's maintenance management system that the Ministry shall explain to the Municipality prior to and at the time of the execution of this Agreement.
8. For greater clarity, the Municipality understands and agrees that the maintenance management system includes performance measures and outcome targets in respect of winter maintenance services that are specifically set out in the Ministry's Performance Requirement 2002 – Winter Maintenance ("Winter Maintenance Standards"). The Municipality acknowledges that it has been given a copy of the Winter Maintenance Standards and that these standards shall be incorporated into this Agreement by this reference.
9. The Municipality shall carry out the winter maintenance services for the term of this Agreement commencing September 22, 2017, and terminating on April 22, 2018.
10. The winter maintenance season designated by the Area Engineer shall commence for the term of this Agreement on September 22 and terminate on April 22.
11. The Ministry may audit the Municipality for its performance of the Winter Maintenance Standards.
12. The Municipality shall indemnify and save harmless the Minister from any losses, costs, damages, suits, or expenses arising out of or connected with the performance of the winter maintenance services contemplated by this Agreement and attributable to the negligence of the Municipality or any person for whom the Municipality is responsible at law.
13. The Municipality shall maintain, in full force and effect, adequate liability insurance at all times throughout the term of this Agreement and such insurance shall include the following:
 - (a) commercial general liability insurance with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence against the risk of injury, loss or damage to the person(s) or property of others;
 - (b) road liability insurance; and,

- (c) automobile liability insurance for both owned and non-owned vehicles with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence for bodily injury, death and damage to property.
14. All insurance policies shall include:
- (a) Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation as an additional insured, but only in respect of services performed under this Agreement on behalf of the Ministry;
 - (b) the policy of general liability insurance shall contain a cross liability clause endorsement; and,
 - (c) the Municipality shall provide the Area Engineer with proof of insurance upon request.
15. The Municipality shall incorporate in its contract(s), if any, for the hired equipment or any other contract(s) to perform the winter maintenance services, which shall operate or work on the Roads, under the supervision of the Municipality during the term of this Agreement, the requirement that the contractor indemnify the Ministry and the Municipality to at least the same extent or better as provided by the Municipality to the Ministry pursuant to this Agreement. As well, the Municipality shall be responsible for calling out such contractor(s) and for making payment directly thereto and resolving any and all liens in respect of such services.
16. Any notice or other written communication intended for the Ministry shall be effectively given if sent by ordinary mail or other appropriate means of delivery to the Area Engineer at 437 McKeown Avenue, North Bay, Ont. P1B 9E4
17. Any notice or other written communication intended for the Municipality shall be effectively given and sent by ordinary mail or other appropriate means of delivery to the Municipality of Temiskaming Shores, at 325 Farr Drive Haileybury, Ontario, P0J 1K0
18. The Municipality covenants that it has the statutory authority to enter into this Agreement and warrants that it has done all acts necessary to authorize it to do so.
19. The Ministry or the Municipality shall have the right to terminate this Agreement by giving sixty (60) days prior written notice to the other party.

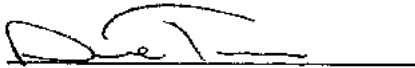
In witness whereof the Minister of Transportation by delegation has hereunto set his hand and seal and the Municipality has caused its corporate seal to be affixed hereto attested by the hands of its Mayor and Clerk.

Signed and Sealed at Temiskaming Shores, this 21st day of March, 2017.

**The Corporation of the Municipality of
Temiskaming Shores**



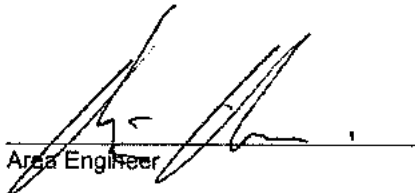
Mayor - Carman Kidd



Clerk - David B. Treen

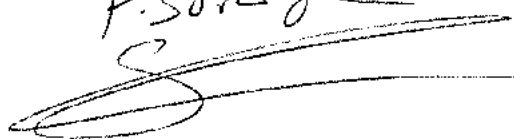
Signed at North Bay, this 19 day of April, 2017.

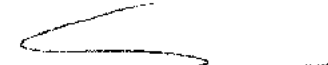
**Her Majesty the Queen in right of Ontario as
represented by the Minister of Transportation**



Area Engineer

Witness

F. Sonage


April 19, 2017


Appendix 01 – Winter and Summer Maintenance Services

For greater clarity in this Schedule and the Agreement, Highway 11B and Mowat's Landing Road are described as follows:

Road Name	Road Limits	Maintenance Class
Highway 11B	From ONR overpass bridge to Temiskaming Shores south limit	3
Mowat's Landing Road	From Highway 11 westerly to Pipeline road (beginning of Highway 558)	5

Winter Maintenance Services

The Municipality hereby agrees to provide such winter maintenance services for the Roads described herein such that it meets or exceeds the following levels of service:

Highway 11B shall be serviced at a Class 3 service level minimum, such level of service to achieve bare pavement within 24 hours after the end of the winter storm event and be maintained until conditions permit barring the pavement to full width during the term of this Agreement.

Mowat's Landing Road shall be serviced at a Class 5 service level minimum, such level of service to achieve snow pack conditions within 24 hours after the end of the winter storm event during the term of this Agreement.

For greater clarity,

1. Snow clearing shall include:
 - (a) plowing;
 - (b) winging back;
 - (c) snow removal;
2. Sanding shall include:
 - (a) spreading of sand on road surfaces;
 - (b) stockpiling;
 - (c) loading.
3. Salting shall include:
 - (a) spreading of salt on pavements;
 - (b) stockpiling; and
 - (c) loading.

In addition to the above, the Municipality shall perform such other winter maintenance services as may be agreed upon by the Parties from time to time.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-126

Being a by-law to amend By-law No. 2016-144 being a by-law to enter into a Contribution Agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry (FedNor) under the Canada 150 Community Infrastructure Program for upgrades to the Temiskaming Shores Library – New Liskeard Branch (extension to March 31, 2018)

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

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

And whereas Council considered Memo No. 026-2017-CS at the October 3, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2016-144 to include Amendment No. 2 for consideration at the October 3, 2017 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 Schedule "A" to By-law No. 2016-144, as amended be hereby further amended by Agreement No. 2, a copy of which is hereto attached as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 3rd, day of October, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Industry Canada

FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Industrie Canada

FedNor

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

SEP - 7 2017

Project Number: 839-510952

Mr. Carmen Kidd
Mayor
The Corporation of the City of Temiskaming Shores
325 Farr Drive, PO Box 2050
Haileybury ON P0J 1K0

Dear Mayor Kidd:

**Re: Improvements to the New Liskeard branch of the
Temiskaming Shores Public Library - CIP 150
Amendment Number: 2**

As a result of your email dated August 30, 2017, FedNor is prepared to amend our Contribution agreement of August 12, 2016 and amendment of February 24, 2017 as follows:

Delete: Clause 2.1 Project Completion Date means September 30, 2017.

Substitute: Clause 2.1 Project Completion Date means March 31, 2018.

Delete: ANNEX 1 - STATEMENT OF WORK

Project Completion Date: September 30, 2017

Substitute: ANNEX 1 - STATEMENT OF WORK

Project Completion Date: March 31, 2018

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Melanie Mayer toll-free at 1-877-333-6673 ext. 1261 or 705-507-1261 in our Sudbury office.

Yours sincerely,



Aime J. Dimatteo
Director General
FedNor

The Corporation of the City of Temiskaming Shores

Project Number: 839-510952

Amendment Number: 2

The foregoing is hereby accepted this 19 day of SEPTEMBER, 2017.

Per:



Signature of Recipient

MAYOR - CARMAN KIDD

Title

Per:



Signature of Recipient

CLERK - DAVID B. TREEN

Title

The Corporation of the City of Temiskaming Shores

By-law No. 2017-127

**Being a by-law to authorize the entering into a lease agreement
with Dr. Brittany Barron for the rental of space at the
Haileybury Medical Centre**

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

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

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

Whereas Council considered Administrative Report No. CS-036-2017 at the October 3, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a two (2) year lease agreement with Dr. Brittany Barron for the rental of 442 ft² of office space at the Haileybury Medical Center effective November 1, 2017 until October 31, 2019;

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

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

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

Read a first, second and third time and finally passed this 3rd, day of October, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule A to
By-law No. 2017-127
Agreement between
The Corporation of the City of Temiskaming Shores
and
Dr. Brittany Barron
for the rental of space at the
Haileybury Medical Center

Lease Agreement

between

The Corporation of the City of Temiskaming Shores

and

Dr. Brittany Barron

Lease

Kelly Conlin
Director of Corporate Services (A)
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 3rd day of October, 2017

Between:

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

And:

Dr. Brittany Barron
(hereinafter called the "Lessee")

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

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

1. Leased Premises

The Lessor hereby demises and leases to the Lessee part of the **upper level** in the Lessor's Building containing a rentable area of Four Hundred and Forty Two Square Feet (442 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

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

3. Term

To hold the premises for a term commencing on the 1st day of November, 2017 and ending on the 31st day of October, 2019.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Four Hundred and Sixty-Eight Dollars and Fifteen Cents (\$485.14) per month plus HST**, for year one (1). An increase will be applied to the rental rate according to the Consumer Price Index for year two (2), effective November 1, 2018. Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Such payment to be mailed

to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

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

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

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time)

the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;

- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

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

delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the

term shall be exempt from levy by distress for rent in arrears;

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

parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- n) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- o) **Notice** - All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by

electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business:

The Tenant:

Dr. Brittany Barron
P.O. Box 2010
Haileybury, Ontario
P0J 1K0

Attn.: Brittany Barron

The Landlord:

City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0

Attn.: Kelly Conlin

8. Headings

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

9. Effect of Lease

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

Remainder of page left blank intentionally

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

Signed and Sealed in
the presence of

) **Dr. Brittany Barron**

)
)
)
)
_____)
Dr. Brittany Barron)

)
)
)
)
_____)
Witness)

)
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)
)
Print Name: _____)

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Title: _____)

Municipal Seal

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

)
_____)
Mayor – Carman Kidd)

)
)
)
)
_____)
Clerk – David B. Treen)

The Corporation of the City of Temiskaming Shores

By-law No. 2017-128

Being a by-law to amend By-law No. 2014-194 being a by-law to authorize the entering into an Agreement with the Ministry of Northern Development and Mines for the operation of Enterprise Temiskaming Small Business Enterprise Centre – Extending the Agreement to March 2019

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

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

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

And whereas Council entered into an agreement with the Ministry of Northern Development and Mines (MNDM) through By-law No. 2014-194 for the operation of the Enterprise Temiskaming Small Business Enterprise Centre;

And whereas Council considered correspondence received from MNDM at the October 3, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2014-194 based on Amendment No. 1 from MNDM at the October 3, 2017 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 By-law No. 2014-194, as amended be further amended by deleting Schedule "A" and replacing it with Schedule "A" to this by-law, a copy of which is hereto attached and forms part of this by-law.
2. That the Mayor and Clerk be authorized to execute Amendment No. 1
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 3rd day of October, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-128

Agreement between

The Corporation of the City of Temiskaming Shores

and

Ministry of Northern Development and Mines

For the Operation of Enterprise Temiskaming
Small Business Enterprise Centre

This Amending Agreement No.1 is effective as of the first day of April, 2017

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the **Minister of Northern Development and Mines**

(the **“Province”**)

- and -

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(the **“Recipient”**)

regarding **ENTERPRISE TEMISKAMING**

(the **“Centre”**)

BACKGROUND

- A. Her Majesty the Queen in right of Ontario as represented by the Minister of Northern Development and Mines and the Recipient entered into a transfer payment agreement effective as of the first day of April, 2014 (the **“Agreement”**) to provide funding to assist the Recipient in undertaking activities and services related to the Small Business Enterprise Centres (“SBECS”) program as described in Schedule “B” to the Agreement (the **“Program”**) subject to the terms of the Agreement;
- B. The Agreement expires June 30, 2017 and the Recipient has requested an extension of and continued funding under the Agreement. The Province has agreed to extend the term of the Agreement in order to provide two additional years of funding under the Program to the Recipient for the period ending March 31, 2019 in accordance with the terms of this Amending Agreement No.1;
- C. The Province and the Recipient wish to amend the Agreement as set forth herein.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. Each capitalized term used but not defined in this amending agreement No.1 (the **“Amending Agreement No.1”**) has the meaning ascribed to it in the Agreement.

2. The Agreement is hereby amended as follows:

- (i) All references to the “Province” or “Ontario” in the Agreement shall be deemed to refer to Her Majesty the Queen in right of Ontario as represented by the Minister of Northern Development and Mines;
- (ii) All references to the “MRI” in the Agreement shall be deemed to refer to the “Ministry of Research, Innovation and Science”;
- (iii) The definition of “Maximum Funds” in Section 1.2 of the Agreement is deleted and replaced with the following:

“Maximum Funds” means the total amount of operational and event funding identified for the five-year period - **\$441,840.**

- (iv) The Expiry Date in Section 3.1 is hereby changed from June 30, 2017 to August 31, 2019;
- (v) Section 18.1 – “All Notice in Writing and Addressed” is hereby changed from:

“To the Province:

The Ministry of Northern
Development and Mines

159 Cedar St., Suite 601
Sudbury, Ontario
P3E 6A5

Attention: Mary Ellen Norry Car,
Manager, North Bay and Sudbury
Area Teams

Fax: (705) 564-7583”

To the following:

“To the Province:

The Ministry of Northern
Development and Mines

435 James Street South, Suite 332
Thunder Bay, Ontario
P7E 6S7

Attention: Jamie Taylor,
Manager, Thunder Bay Area Team

Fax: (807) 475-1589”

- (vi) The title for Schedule “A” of the Agreement is changed from “INITIAL BUSINESS PLAN AND BUDGET” to “ANNUAL BUSINESS PLAN AND BUDGET”;
 - (vii) Schedule “A” of the Agreement is amended by adding the Recipient’s Business Plan and Budget for the following Funding Years: April 1, 2017 to March 31, 2018 (Fourth Funding Year) and April 1, 2018 to March 31, 2019 (Fifth Funding Year, attached to this Amending Agreement No.1 as Appendix 1;
 - (viii) Schedule “C” of the Agreement is deleted and replaced with the amended and restated Schedule “C”, attached to this Amending Agreement No.1 as Appendix 2;
 - (ix) Schedule “D” of the Agreement is deleted and replaced with the amended and restated Schedule “D”, attached to this Amending Agreement No.1 as Appendix 3;
 - (x) Schedule “H” of the Agreement is deleted and replaced with Schedule “H”, attached to this Amending Agreement No.1 as Appendix 4.
3. This Amending Agreement No.1 shall be effective as of the first date written above.
 4. Subject to the amendments provided for in this Amending Agreement No.1, all provisions in the Agreement shall remain in full force and effect.

5. The Agreement, as amended by this Amending Agreement No. 1, constitutes the entire agreement between the Province and the Recipient with respect to the subject matter thereof.
6. This Amending Agreement No.1 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The Parties have executed this Amending Agreement No.1 on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Northern Development and Mines**

Name: Helen Mulc
Title: Assistant Deputy Minister
Northern Development Division

Date

Pursuant to delegated authority

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Name:
Title:

Date

I have authority to bind the Recipient.

Appendix 1

RECIPIENT'S ANNUAL BUSINESS PLAN AND BUDGET: FOURTH FUNDING YEAR (April 1, 2017 to March 31, 2018) AND FIFTH FUNDING YEAR (April 1, 2018 to March 31, 2019)

Appendix 2

SCHEDULE "C"

PAYMENT SCHEDULE

AMOUNT OF MAXIMUM FUNDS FOR FIRST FUNDING YEAR (April 1, 2014- March 31, 2015)	AMOUNT OF MAXIMUM FUNDS FOR SECOND FUNDING YEAR (April 1, 2015 to March 31, 2016)	AMOUNT OF MAXIMUM FUNDS FOR THIRD FUNDING YEAR (April 1, 2016 to March 31, 2017)	AMOUNT OF MAXIMUM FUNDS FOR FOURTH FUNDING YEAR (April 1, 2017 to March 31, 2018)	AMOUNT OF MAXIMUM FUNDS FOR FIFTH FUNDING YEAR (April 1, 2018 to March 31, 2019)
<p align="center">75%</p> <p>Upon both parties signing the Agreement and receipt by the Province of the insurance certificate required under section 11.2 to the Agreement</p>	<p align="center">50%</p> <p>Receipt and acceptance by Province of (a) Annual Business Plan and Budget, for the second Funding Year, and (b) Full Annual Financial Report for the first Funding Year</p>	<p align="center">50%</p> <p>Receipt and acceptance by Province of (a) Annual Business Plan and Budget for third Funding Year, and (b) Full Annual Financial Report for the second Funding Year</p>	<p align="center">70%</p> <p>Upon execution of Amending Agreement No. 1 to the Agreement by both parties and receipt and acceptance by Province of (a) Annual Business Plan and Budget for fourth Funding Year, and (b) Full Annual Financial Report for the third Funding Year</p>	<p align="center">60%</p> <p>Receipt and acceptance by Province of (a) Annual Business Plan and Budget for fifth Funding Year, and (b) Full Annual Financial Report for the fourth Funding Year</p>

25%	50%	50%	30%	30%
Receipt and acceptance by Province of Interim Financial Report for the period from April 1, 2014 to September 30, 2014	Receipt and acceptance by Province of Interim Financial Report for the period from April 1, 2015 to September 30, 2015	Receipt and acceptance by Province of Interim Financial Report for the period from April 1, 2016 to September 30, 2016	Receipt and acceptance by Province of Interim Financial Report for the period from April 1, 2017 to September 30, 2017	Receipt and acceptance by Province of Interim Financial Report for the period from April 1, 2018 to September 30, 2018
N/A	N/A	N/A	N/A	10%
				Receipt and acceptance by Province of a Full Annual Financial Report for the fifth Funding Year and Final Report and Audit Report for the period from April 1, 2014 to March 31, 2019
Total Per Fiscal Year				
\$88,600	\$87,250	\$87,500	\$89,245	\$89,245
MAXIMUM FUNDS		\$441,840		

Appendix 3

SCHEDULE “D”

REPORTING REQUIREMENTS

<i>Name of Report</i>	<i>Due Date</i>
1. Initial Business Plan and Budget (including initial multi-year budget forecast) and Recipient’s Conflict of Interest Guidelines.	On or before Grant Agreement is executed (Attached as Schedule “A”)
2. Annual Business Plan and Budget for second Funding Year.	On or before February 15, 2015
3. Annual Business Plan and Budget for third Funding Year.	On or before February 15, 2016
4. Updated Annual Business Plan and Budget for fifth Funding Year.	On or before February 15, 2018
5. Full Annual Financial Report for the first Funding Year along with Financial Certificate in accordance with form attached as Schedule “E” and a request for disbursement in accordance with form attached as “Schedule F.”	On or before April 15, 2015
6. Full Annual Financial Report for the second Funding Year along with Financial Certificate in accordance with form attached as Schedule “E” and a request for disbursement in accordance with form attached as “Schedule F.”	On or before April 15, 2016
7. Full Annual Financial Report for the third Funding Year along with Financial Certificate in accordance with form attached as Schedule “E” and a request for disbursement in accordance with form attached as “Schedule F.”	On or before June 30, 2017 for the period: April 1, 2016 – March 31, 2017
8. Full Annual Financial Report for the fourth Funding Year along with Financial Certificate in accordance with form attached as Schedule “E” and a request for disbursement in accordance with form attached as “Schedule F.”	On or before June 30, 2018 for the period April 1, 2017 – March 31, 2018

9. Full Annual Financial Report for the fifth Funding Year along with Financial Certificate in accordance with form attached as Schedule “E” and a request for disbursement in accordance with form attached as “Schedule F.”	On or before June 30, 2019 for the period April 1, 2018 – March 31, 2019
10. Proof of Insurance Certificate.	Upon signing of Agreement and annually thereafter on or before April 7 each year during the Term (to show required insurance coverage for each Funding Year)
11. Interim Financial Report and a request for disbursement in accordance with form attached as “Schedule F”.	<p>On or before November 15, 2014 for the period April 1, 2014 – September 30, 2014</p> <p>On or before November 15, 2015 for the period April 1, 2015 – September 30, 2015</p> <p>On or before November 15, 2016 for the period April 1, 2016 – September 30, 2016</p> <p>On or before November 15, 2017 for the period April 1, 2017 – September 30, 2017</p> <p>On or before November 15, 2018 for the period April 1, 2018 – September 30, 2018</p>
12. Monthly Reporting – Enterprise Centre Reporting (ECR) reporting on MRI specific metrics/outcomes for the SBEC.	Within the 10 business days of the beginning of each month
13. Events Reporting.	Within 30 days of the event end date
14. Final Report and Audit Report.	On or before June 30, 2019 for the period April 1, 2014 – March 31, 2019
15. Other reports or information as may be requested from time to time by the Province.	On such date or dates specified by the Province

REPORT DETAILS

<i>Name of Report</i>	<i>Description</i>
<p>1. Initial Business Plan and Budget (including initial multi-year budget forecast) and Conflict of Interest Guidelines.</p>	<p>The Recipient will submit the Initial Business Plan and Budget to the Province at or prior to the execution of the Agreement, which business plan should provide all costs associated with delivery of the Program for the Term.</p> <p>These costs should include, but not be limited to the following types of costs with associated details.</p> <ul style="list-style-type: none"> • Anticipated outreach services, moving costs and signage costs • Mentoring and training activities • Revenue generation • Audit costs • All types of events, including targeted events • Travel and hospitality costs • Administration costs • Funding from all other sources, such as partners, for the Term <p>An updated Annual Business Plan and Budget will be required for each Funding Year.</p>
<p>2. Annual Business Plan and Budget Forecast.</p>	<p>On an annual basis during the Term of the Agreement, the Recipient shall provide the Province with an updated Annual Business Plan and Budget for the applicable Funding Year including all proposed changes. The Recipient's proposed updated Annual Business Plan and Budget is subject to review and acceptance by the Province, and subject to the maximum funds available for the applicable Funding Year.</p>
<p>3. Annual Full Financial Report and Financial Certificate.</p>	<p>The Recipient will submit a full Financial Report which will identify the actual funds spent as compared to the applicable Annual Business</p>

<i>Name of Report</i>	<i>Description</i>
	<p>Plan and Budget attached as Schedule “A” to the Agreement with any variances identified.</p> <p>The Financial Certificate, in the form attached as Schedule “E” hereto, signed by the Chief Financial Officer, the Board chair or equivalent if applicable, and a budget forecast for subsequent fiscal year(s).</p>
4. Proof of Insurance Certificate	Recipients are required to carry at least \$2 million commercial general liability insurance coverage.
5. Monthly Reporting – Enterprise Centre Reporting (ECR) reporting on MRI specific metrics/outcomes for the Program.	<p>Recipients will be required to ensure that the following information is recorded and tracked in the ECR system (in addition to the fields identified in the ECR system):</p> <ul style="list-style-type: none"> • Total business started • Total businesses expanded • Total jobs created • Total inquires and language of inquiry (French etc.) • Consultations • Online engagement • Number of new clients (and repeat clients) • Success stories • Types of referrals • Seminar activities and attendance • Business development activities and connections • Youth outreach connections • Events (including attendance and surveys)
6. Interim Financial Report	The Recipient will identify the actual funds spent as compared to the applicable Annual Business Plan and Budget attached as Schedule “A” to the Agreement with any variances identified.

<i>Name of Report</i>	<i>Description</i>
7. Events Reporting	<p>Recipients will be required to provide a detailed summary report of events where funding has been provided by the Province.</p> <p>Event reports are required to be provided to the Province no more than 30 days after the event date.</p> <p>In addition, all participants must be asked to respond to the questions in a participant survey which is stored on SBEC Connect (MRI's electronic information board).</p>
8. Final Report and Audit Report	<p>The Recipient will provide the Province with an Auditor's certificate by June 30, 2019 in the form of Schedule "J".</p> <p>The Final Report will:</p> <ul style="list-style-type: none"> • Discuss Recipient's objectives/ expectations regarding the Program, confirming whether such objectives/expectations were met, or if not, why they were not, setting out lessons learned; • Include a final accounting of all expenditures relating to the Program signed by the Chief Financial Officer, the Board chair or equivalent if applicable, or as otherwise agreed to by the Province confirming actual expenditures and providing an explanation for any variances from the Annual Business Plans and Budgets; • Include an accounting of any unspent Funds and an explanation as to why there are remaining Funds; • Include a final accounting of the other funding received by the Recipient for the Program, the identification of the funding organization/level

<i>Name of Report</i>	<i>Description</i>
	<p>of government, the amount and the specific aspect of the Program that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization/level of government; and</p> <ul style="list-style-type: none"> • Include a statement signed by the authorized official at the Recipient confirming Recipient's compliance with the terms and conditions of the Agreement.
<p>9. Other reports or information as may be requested from time to time by the Province.</p>	<p>The Province will specify the timing and content of any other reports that may be required.</p>

Appendix 4

SCHEDULE "H"

GUIDELINES FOR TRAVEL, MEAL AND HOSPITALITY EXPENSES

ALL EXPENSES MUST BE DIRECTLY RELATED TO THE Project

Airplane: Air travel is permitted if it is the most practical and economical way to travel.

- Economy (coach) class is the standard option for ticket purchase
- Please purchase your ticket as early as possible to access the most reasonable fares

Train: Travel by train is permitted when it is the most practical and economical way to travel.

- Coach class economy fare is the standard
- Please purchase your ticket as early as possible to access the most reasonable fares

Vehicle: Travel by vehicle is permitted when road transportation is the most practical, and economical way to travel:

- Kilometres are claimed at \$0.40 per kilometre in the south and \$0.41 per kilometre in the north

Taxi Fares: Reimbursement of taxicab fares should be made only under the following conditions:

- When other means of transportation are not available
- When weather conditions warrant
- For health and safety considerations
- When transport of work-related baggage or parcels is required
- For group travels when cost effective
- Maximum claimable gratuity (tip) is 10%

Hotels: Reimbursement of hotel costs is permitted when these costs are the most practical and economical way to accommodate the person:

- Typically hotels costs should be for \$150/night or less – the hotel room cost should be economical for the community in which the hotel is being booked.
- A basic, economical hotel room is the standard option.
- Booking hotel suites or larger/more deluxe rooms should not be permitted.
- When a block of hotel rooms is made available for an event, conference. etc. at a reduced rate, rooms at higher rates should not be covered.
- If another hotel or room is booked when a conference/event block of rooms was available, only costs up to the conference rate should be covered. It is up to the claimant to book the hotel room at the reduced rate within a reasonable timeline to get the rate.

- Hotel expenses charged should be for the hotel room alone. Phone calls, room service, internet charges, movie charges, parking, other service charges etc. should not be “bundled” into the hotel room rate. The exception being any food costs that are offered as a deal within a room rate. For example, a hotel “Bed & Breakfast” option where the cost of the room and breakfast are economical.

MEAL RATES IN CANADA INCLUDING TAXES AND GRATUITIES

- \$10.00 Breakfast
- \$12.50 Lunch
- \$22.50 Dinner

Please Note:

- When a meal is provided as part of a conference or other event, the costs of an alternative meal other than the conference or event meal should not be covered.
- No alcohol costs can be claimed and should not be covered as part of meal or travel costs.
- Reimbursement should be for restaurant/prepared food only. Groceries should not be covered.
- Room service meals while staying at a hotel should not be covered.

Submitting Claims & Records

All travel claims must be maintained for financial records by the claimant and the organization paying the travel claim:

- Claimants should submit original, itemized receipts with all claims (credit card slips are not sufficient).
- All claims should be supported by original itemized receipts. “Original itemized receipts” refers to a receipt that lists the items purchased and the individual prices for each item on the receipt.

These guidelines are a summary from the Province’s *Travel, Meal and Hospitality Expenses Directive*, dated January 1, 2017. To consult with the Province’s *Travel, Meal and Hospitality Expenses Directive*, dated January 1, 2017 as may be amended from time to time please see: <https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive>.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-129

Being a by-law to enter into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Municipal Asset Management Program for Mobile Sensing Roads Assessment and GIS Based Software Analytics Platform

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

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

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

And whereas Council considered Memo No. 028-2017-CS at the October 3, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with the Federation of Canadian Municipalities under the Municipal Asset Management Program for Mobile Sensing Roads Assessment and GIS Based Software Analytics Platform at an upset limit of \$49,754 for consideration at the October 3, 2017 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 the Mayor and Clerk are hereby authorized to enter into a funding agreement with the Federation of Canadian Municipalities under the Municipal Asset Management Program (MAMP) in the amount of \$49,754, a copy attached hereto as Schedule "A" and forming part of this By-law.

Read a first, second and third time and finally passed this 3rd day of October, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-129

Agreement between

The Corporation of the City of Temiskaming Shores

and

Federation of Canadian Municipalities

Funding provided under the Municipal Asset Management Program

GRANT AGREEMENT

THIS AGREEMENT is effective as of the date of last signature on the signature page.

BETWEEN:

CORPORATION OF THE CITY OF TEMISKAMING SHORES

(herein called "**Recipient**")

-and-

FEDERATION OF CANADIAN MUNICIPALITIES

(herein called "**FCM**")

WHEREAS:

- (a) the Government of Canada and FCM have established the Municipal Asset Management Program (herein called **MAMP**);
- (b) the Government of Canada has funded **Municipal Asset Management Program**, which is being administered by FCM;
- (c) FCM has agreed to provide the Recipient with a grant for use by the Recipient solely for the project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.01 Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

"Agreement" means this agreement, including all schedules, and all amendments or restatements as permitted;

"Business Day" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"Claim" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"Confidential Information" has the meaning ascribed thereto in Section 11.01 of this Agreement.

"Eligible Activities" means any reasonable activities necessary to complete the Project as described in Part 2 of Schedule A attached hereto.

"Eligible Expenditure Date" has the meaning ascribed thereto in Part 4 of Schedule C attached hereto;

"Eligible Expenditures" means those permitted expenditures described in Part 4 of Schedule C attached hereto, for which the Recipient may use the Grant;

"Grant" means the grant set forth in Article 2;

“Grant Amount” means the amount to be disbursed by FCM on account of the Grant up to the maximum amount set forth in Part 1 of Schedule B attached hereto;

“Indemnified Parties” has the meaning ascribed thereto in Section 13.01 of this Agreement;

“Parties” means FCM and the Recipient, and **“Party”** refers to any one of them;

“Project” means the project described in Part 2 of Schedule A attached hereto;

“Project End Date” has the meaning ascribed thereto in Part 2 of Schedule A attached hereto; and

“Project Start Date” has the meaning ascribed thereto in Part 2 of Schedule A attached hereto;

“Receiving Party” has the meaning ascribed thereto in Section 11.01 of this Agreement.

1.02 Schedules. The following annexed Schedules form part of this Agreement and the Parties shall comply with all terms and conditions set-out therein:

Schedule A: Part 1: Conditions of Contribution
Part 2: Description of Project, Statement of Work and Project Costs
Part 3: Reporting Requirements

Schedule B: Part 1: Grant Amount
Part 2: Particulars of the Sources of Funding
Part 3: Payment Schedule/Period of Funding

Schedule C: Part 1: Request for Contribution
Part 2: Reporting Templates
Part 3: Accepted Practices
Part 4: Eligible Expenditures

Schedule D: Contact Information

ARTICLE 2 THE GRANT

2.01 Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Project, as described in Part 2 of Schedule A attached hereto.

2.02 Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Expenditures, the Grant Amount, as more particularly described in Part 1 of Schedule B attached hereto.

2.03 Disbursement of Grant.

- (a) FCM shall disburse the Grant in accordance with Part 3 of Schedule B attached hereto.
- (b) No portion of the Grant shall be disbursed by FCM without it first receiving from the Recipient a completed Request for Contribution in accordance with Part 1 of Schedule C attached hereto.
- (c) Provided that the Conditions of Contribution set-out in Part 1 of Schedule A attached hereto are satisfied, the Recipient may request the Grant by delivering to FCM the appropriate Request for Contribution in accordance with Part 1 of Schedule C attached hereto at least

30 days before the requested date of disbursement; the requested date of disbursement may be delayed if the Request for Contribution delivered by the Recipient to FCM is not, in FCM's sole discretion, satisfactory and revisions or supplemental documentation are required.

- 2.04 Term. This Agreement shall continue in force until FCM has received and notified the Recipient of its satisfaction with all reports required to be completed by the Recipient in accordance with the terms and conditions of this Agreement, or until the Agreement has been terminated in accordance with Section 12.01, whichever shall first occur.

ARTICLE 3 CONDITIONS OF CONTRIBUTION

- 3.01 Conditions of Contribution. Subject to Section 2.03, the obligation of FCM to disburse the Grant to the Recipient is conditional upon the Recipient satisfying the conditions set-out in Part 1 of Schedule A attached hereto, to the satisfaction of FCM.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.01 Representations and Warranties. The Recipient represents and warrants that:
- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Project;
 - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
 - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; and
 - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Project or its compliance with its obligations under this Agreement.
 - (e) the Recipient Intellectual Property does not contain any third party intellectual property, confidential information or trade secrets. The Recipient further represents and warrants that it is the exclusive owner of all intellectual property rights contained in the Recipient Intellectual Property and that it has the right to grant the license granted in Section 6.02 of this Agreement.

ARTICLE 5 COVENANTS

- 5.01 Affirmative Covenants. Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:
- (a) use the Grant only for Eligible Activities relating to the Project;

- (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project;
- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
- (d) provide FCM with prompt notice of any:
 - (i) material change to the Project;
 - (ii) proposed change in the nature or scope of its legal status; or
 - (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project.

5.02 Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the "**Assets**"); if at any time within 5 years after March 31, 2021, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada's consent, the Recipient may be required to pay back to FCM, at FCM's sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.

ARTICLE 6 INTELLECTUAL PROPERTY

- 6.01 Intellectual Property. Copyright in all reports and other documents prepared in connection with this Agreement or the Project by or on behalf of the Recipient (the "Recipient Intellectual Property") will be the exclusive property of, and all ownership rights shall vest in, the Recipient.
- 6.02 License. The Recipient hereby grants to FCM an irrevocable, perpetual, worldwide, royalty-free, sole license, to use, publish, make improvements to, sub-license, translate and copy the Recipient Intellectual Property. This license shall survive the expiration or termination of this Agreement.

ARTICLE 7 APPROPRIATIONS

- 7.01 Appropriations. Notwithstanding FCM's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the

federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

**ARTICLE 8
MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

- 8.01 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform FCM should it become aware of the existence of any such situation.

**ARTICLE 9
NO BRIBES**

- 9.01 The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

**ARTICLE 10
AUDIT AND ACCESS**

10.01 Audit and Access.

- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project for at least 6 years after the termination of this Agreement.
- (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.
- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

**ARTICLE 11
CONFIDENTIALITY**

11.01 Confidentiality.

- (a) All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.
- (b) The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

**ARTICLE 12
TERMINATION**

12.01 Termination of the Agreement.

- (a) FCM may terminate this Agreement:
 - (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
 - (ii) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient;
 - (iii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; and
 - (iv) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

12.02 Effect of Termination. If this Agreement is terminated pursuant to Section 12.01, the Recipient may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Project up to the effective date of termination; or

- (b) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination;

as applicable, all subject to FCM's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the Recipient in connection with the Project.

ARTICLE 13 INDEMNITY

- 13.01 Indemnity. The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.
- 13.02 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Intellectual Property infringes any intellectual property right and Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

ARTICLE 14 MISCELLANEOUS PROVISIONS

- 14.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule D attached hereto, or to such other address, email address or person that the Party designates in writing to the other Party. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.
- 14.02 Relationship of the Parties. The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 14.03 Public Announcements. The Recipient shall cooperate with FCM, who will lead the preparation and issuance of the public funding announcement for the Project and/or the coordination of a public announcement event attended by FCM and the Government of Canada. The Recipient will be informed of the process immediately after the signature of this Agreement. If any public statement or release is so required, the Recipient shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such media activities or events.
- 14.04 Project Branding. The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the financial assistance offered by FCM concerning the Project and the contribution of the Government of Canada to FCM, as specified in Part 3 of Schedule C attached hereto. If requested by FCM, the Recipient shall have affixed, in content, form, location and manner acceptable to FCM, signage acknowledging the contribution of FCM and the Government of Canada to the Project. The

Recipient shall adhere to the policies regarding the use of graphic design elements and signage as specified in Part 3 of Schedule C attached hereto.

- 14.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 14.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 14.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 14.08 Assignment. This Agreement cannot be assigned by either of the Parties hereto without the prior written consent of the other Party.
- 14.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 14.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date written below.

CORPORATION OF THE CITY OF TEMISKAMING SHORES,

Per:

Name: David B. Treen
Title: Municipal Clerk

Date: _____

Per:

Name:
Title:

Date: _____

I have authority to bind the Recipient herein.

FEDERATION OF CANADIAN MUNICIPALITIES,

Per:

Name: Kate Fleming
Title: Project Director, MAMP

Date: _____

I have authority to bind FCM herein.

Schedule A

Part 1 Conditions of Contribution

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM.

- Completed Request for Contribution in the form of Part 1 of Schedule C;
- Receipt and acceptance of Final Report, which is due within 30 days of Project end date, in accordance with the reporting template Part 2 of Schedule C;
- Receipt and acceptance of Evidence of Deliverables, as noted in the Final Report;
- Receipt and acceptance of Expense claim;
- Letter of Attestation for Expense Claim, including confirmation that all expenses claimed are Eligible Expenditures, in the format of Part 4 of Schedule C.

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

Schedule A

Part 2 Description of Project, Statement of Work and Project Expenditures

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MAMP 15352 – Corporation of the City of Temiskaming Shores, Ontario
Project Title: City of Temiskaming Shores Mobile Sensing Roads Assessment and GIS Based Software Analytics Platform
Project Sector: Asset Management (MAMP)
Project Type: MAMP Projects

Project Start Date	Project End date
1 August 2017	31 January 2018

Project Description

The LAS Roads Assessment Service diagnoses roadway defects efficiently and effectively using rapid-sensor inspection technology collecting pavement related data while traveling in traffic. Data is collected in tight time synchronization using acoustic technology, millimeter-wave surface radar array, video cameras, and a ground penetrating radar array (GPR).

The data is put into a web-based GIS data management, processing and visualization environment designed for Pavement condition monitoring. The interface provides visual tools and methods to help decision makers formulate optimum strategies to maintain and improve their roadways over a given time period including repair suggestions, prioritization and long term planning.

Activity	Deliverable
1. Mobile sensing and road condition data gathering + Data Processing, algorithms and analysis for 158 lane km of roads.	A set of documents confirming the results of the completed condition assessments: <ul style="list-style-type: none">• Roads Assessment Report identifying Pavement Condition Index (PCI) and identified assets.

2. Customized data analysis software and visualization in a secure web-based GIS application + Software Hosting and Support	A set of documents demonstrating the performance and results of the data analysis, including: <ul style="list-style-type: none"> Roads asset management plan; Repair prioritization scenarios using customizable variables of budget and timeframe.
3. Training for relevant Public Works, Roads and Asset Management staff	A set of documents confirming completion of the training, including: <ul style="list-style-type: none"> Training attendance records; Screenshots from the online training webinar.

Activity	Start date:	End date:	Eligible Expenditures (\$)	Ineligible Expenditures (\$)	Total Expenditure (\$)
Mobile sensing and road condition data gathering + Data Processing, algorithms and analysis for 158 lane km of roads.	1 Aug. 2017	31 Oct. 2017			
Mobile sensing (van based) road condition data collection (completed by Streetscan Driver and Technician +Ops Staff)			\$14,340.00	\$0.00	\$14,340.00
Processing of pavement condition data (completed by StreetScan Data Scientists)			\$11,060.00	\$0.00	\$11,060.00
Data processing of assets: visual mosaics, pavement markings and pedestrian facilities (completed by StreetScan Data Scientist)			\$20,760.00	\$0.00	\$20,760.00
Production of Pavement Management Plan (completed by StreetScan Data Scientist and GIS Developer)			\$3,000.00	\$0.00	\$3,000.00
Activity 1 Subtotals			\$49,160.00	\$0.00	\$49,160.00
Customized data analysis software and visualization in a secure web-based GIS application + Software Hosting and Support	1 Nov. 2017	31 Jan. 2018			
Customized data analysis software and visualization web-based GIS application (completed by StreetScan Data Scientist and GIS Developer)			\$8,688.00	\$0.00	\$8,688.00
Software hosting and support (completed by StreetScan computer technicians and operations staff)			\$4,344.00	\$0.00	\$4,344.00
Activity 2 Subtotals			\$13,032.00	\$0.00	\$14,032.00
Training for relevant Public Works, Roads and Asset Management staff	1 Jan. 2018	31 Jan. 2018			
Online training webinar (in kind) (delivered by StreetScan GIS Developer, participation by City AMP team + Public Works staff incl. Roads and GIS)			\$0.00	\$0.00	\$0.00
Activity 3 Subtotals			\$0.00	\$0.00	\$0.00
Total Expenditures			\$62,192.00	\$0.00	\$62,192.00

Total Eligible Expenditures	\$62,192.00
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Schedule A

Part 3 Reporting Requirements and Project Deliverables

The following report is to be provided to FCM at the completion of the Project. The format of the report is as provided in Part 2 of Schedule C.

Name of Report	Due Date:	Content
Final Report	1 March 2018	The content and format of this report is provided in Schedule C, Part 2.

Schedule B

Part 1 Grant amount

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the “**Grant Amount**”) that is equal to the lesser of:

the sum of forty nine thousand, seven hundred and fifty four dollars (\$49,754.00); or

eighty percent (80.0%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

Schedule B

Part 2 Particulars of the Sources of Funding

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

Funding source	Description	Confirmed (Y/N)	Date committed	Amount (\$)	% of total budget
FCM Grant	Grant	Y	31 august 2017	\$49,754.00	80.0%
<i>2017 Operation Budget</i>	Municipal Funds	Y	11 July 2017	\$12,438.00	20.0%
Total funding:					
[Must equal budget total expenditures]					

Budget total expenditures	\$62,192.00
Budget total Eligible Expenditures	\$62,192.00

Schedule B

Part 3 Payment Schedule/ Period of Funding

FCM will disburse the Grant Amount as determined in this table upon completion of activities, as evidenced by submission and acceptance by FCM of the Final Report and a Request for Contribution.

The Final Report and Request for Contribution must be submitted at least 30 days prior to the requested date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

Deliverable	Date of Report Submission	Forecast Date of Disbursement	Amount of Disbursement
Final Report	1 March 2018	3 April 2018	\$49,754.00

Period of Funding:

The Period of Funding is defined as the period between Project Start Date and 30 days after the Project End Date as set out in Part 2 of Schedule A.

Schedule C

Part 1 Request for Contribution, Letter of Attestation and Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]
[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Benjamin Koczwarski
Project Officer - MAMP

Ladies and Gentlemen:

Re: MAMP – no. 15352 Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the City of Temiskaming Shores (“Recipient”) (the “Agreement”)

I, **[Instruction: insert the name of a person named in the agreement]**, the **[Instruction: insert the title]**, of the Recipient certify and confirm that the Recipient is requesting the Contribution and that the Recipient has satisfied each condition of contribution listed below. I understand that all information below must be submitted and accepted in order for FCM to be able to proceed to funds transfer.

I am attaching to this request for contribution all documents specified in Part 1 of Schedule A:

- Project Final Report, with all content specified in the template (Part 2 of Schedule C)
- Evidence of Deliverables (as noted in the Final Report)
- Letter of Attestation (Schedule C)
- Expense Claim (Schedule C)

In addition, I have also attached the following document(s):

- Updated statement of funding sources and amounts (Part 2 of Schedule B)

The Corporation of the City of Temiskaming Shores would like to have the Contribution to be disbursed to the following account:

Name of Bank:
Address of Bank:
Telephone no. of Bank: **XXX-XXX-XXXX**
Bank no.: **XXX [3 Digits]**
Transit no.: **XXXXX [5 Digits]**
to the credit of Recipient's Account no.:

Signature: _____

Date: _____

Schedule C

Letter of Attestation for Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]
[Date]

TO: The Federation of Canadian Municipalities

This letter of attestation (the “**Letter**”) is issued pursuant to the Grant Agreement #15352 (project number) dated [redacted] (the “**Grant Agreement**”) between the Federation of Canadian Municipalities (“**FCM**”) and the Corporation of the City of Temiskaming Shores (the “**Recipient**”), and in support of the expense claim submitted by the Recipient to FCM for reimbursement of expenses incurred and paid by the Recipient in relation to the Project (the “**Expense Claim**”).

All defined terms used in this Letter and not otherwise defined shall have the corresponding meaning in the Grant Agreement.

I am an authorized officer of the Recipient and I hereby certify, in satisfaction of the terms and conditions of the Grant Agreement, that:

- i. All expenses claimed in the Expense Claim have been incurred and paid by the Recipient;
- ii. All expenses claimed in the Expense Claim relate to the Project;
- iii. All expenses claimed in the Expense Claim relate to Eligible Activities in compliance with the eligible activity requirements described in Part 4 of Schedule C to the Grant Agreement; and
- iv. All expenses claimed in the Expense Claim are Eligible Expenditures in compliance with the eligible expenditure requirements described in Part 4 of Schedule C to the Grant Agreement.
- v. All expenses claimed have been incurred during the Period of Funding.

Name and title of authorized officer of Recipient

Signature

Date

Expense Claim
[LETTERHEAD OF THE RECIPIENT]

[Address]
[Date]

Project Number	MAMP 15352
Project Title	City of Temiskaming Shores Mobile Sensing Roads Assessment and GIS Based Software Analytics Platform

The following expenditures have been incurred from the period between XXXX and YYYY for the completion of the activities identified.

Activity Completed	Total Budgeted Expenditures (\$) (as per Part 2 of Schedule A per activity)	Total Actual Eligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Expenditures Net of Tax Rebates per activity (\$)
Mobile sensing and road condition data gathering + Data Processing, algorithms and analysis for 158 lane km of roads.				
Customized data analysis software and visualization in a secure web-based GIS application + Software Hosting and Support				
Training for relevant Public Works, Roads and Asset Management staff				
Total Expenditure (\$)	\$	\$	\$	\$

Expenditures Incurred by Expenditure Category (as per Part 4 of Schedule C)	Total Actual Eligible Expenditures Net of Tax Rebates (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates (\$)	Total Actual Expenditures Net of Tax Rebates (\$)
Administrative and Overhead Expenditures			
Capital Expenditures			
Equipment Rental			
In-Kind	N/A		
Training			
Professional and/or Technical Services			
Staff remuneration			
Supplies and Materials			
Travel and accommodation			
Total Expenditures Incurred (\$)	\$	\$	\$

Schedule C

Part 2 Reporting Template

FINAL REPORT

FCM's Municipal Asset Management Program (MAMP)
Use this form to report on MAMP funding.

Project number	(Pre-filled by MAMP)
Project title	(Pre-filled by MAMP)
Name of lead applicant (organization)	(Pre-filled by MAMP)
Name of Authorized Officer (signatory)	
Date	

Note: If completing this form electronically, the boxes will expand to accommodate text.

1. Reporting on activities

Activity	Completed? Y/Partial/N	Deliverable	Title of submitted deliverable document
1. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
2. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
3. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	

For any activities marked No or Partial above, please explain the deviation from the scope of work.

2. Reporting on outcomes

Conduct a final self-assessment using the [Asset Management Readiness Scale](#). We recommend that you bring a cross-functional group of staff together to do this assessment. Referring to the Asset Management Readiness Scale, look at the outcome statements for each level. Identify which outcomes you have achieved. If you have completed all the outcomes for a particular level, you have completed that level. Based on your self-assessment, complete the table below.

Competency	Project readiness level at start of project (as stated in application)	Project readiness level at end of project (level for which you have completed all outcomes)	Notes on progress made For each outcome area in which you made progress during the project, provide one sentence to describe the actions taken. (Note: these areas correspond with outcomes identified in the Asset Management Readiness Scale)	
			Policy and objectives Strategy and frameworks	
			Measurement and monitoring	
			Cross-functional groups Accountability Resourcing and commitment	
			Asset data	
			Performance data	
			Financial data Documentation and standardization	
			Asset investment plans	
			Budgets Training and development Knowledge sharing — internal	
			Knowledge sharing — external	

Were there additional factors or programs — other than FCM project funding — that contributed to your project outcomes? If so, please provide a short description of any other important contributing factors.

3. Identifying other outcomes

In addition to the outcomes described in the table above, please describe any other changes that occurred because of your project. Examples might include a change in interest in asset management, cost savings, a change in departmental budget priorities, and so on.

For each additional change that you have observed, please answer the following questions:

- What change did you observe over the course of the project?
- What/who contributed to this change?
- How do you know this change has happened?
- Why is this change important?

Other changes
1.
2.
3.

4. Lessons learned

What worked well?

What would you recommend to other municipalities undertaking the same work?
Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

What would you do differently?

If you were to do this project again, what would you change? Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

Note: These lessons will be compiled and shared, without attribution, with other municipalities and practitioners to advance asset management knowledge.

5. Resources

Please list and describe any external human resources (i.e. organizations or personnel) that you worked with during the project.

Name of organization or person	How did you identify this organization or person?	Brief description of their contribution
1.		
2.		
3.		

Please list and evaluate other key information sources, tools, templates, training materials, etc., that you used to assist your work during this project. *Note: This list may be used to inform other municipalities and organizations of available information and resources.*

Title of tool/resource	How did you identify this tool/resource?	How useful was the tool/resource?	Description/comments
1.		Choose an item	
2.		Choose an item	
3.		Choose an item	
4.		Choose an item	
5.		Choose an item	

6. Reporting on budget

Please complete the final budget reporting template, found in Schedule C of your contract, including all eligible expenses, and submit it together with this final report. Please confirm whether either or both of the following statements are true:

- The actual expenditure for any activity in this project deviated by more than 15% from the budget presented in the application.
- Some of the expenditures included in the final budget report were used for activities marked as Partial or Not Completed in Question 1.

If you ticked either of the above statements, please explain why your actual expenditures varied from the original activity budget. FCM staff may contact you for further details.

7. Next steps

What are your next steps to improve your community's asset management practices?

Next step	Do you need outside help to take this next step? If so, what help do you need?
1.	
2.	
3.	

8. Interest in knowledge sharing

Peer learning is a priority for FCM's Municipal Asset Management Program (MAMP). Please indicate if you are interested in sharing your lessons through MAMP with peer municipalities and organizations.

Yes, we are interested in sharing our results and experiences at peer learning events.

9. Individuals involved in reporting

Please list the titles of the individuals that contributed to, or were consulted in, the completion of this report.

10. Comments (for FCM internal use) *(optional)*

FCM will continue to adapt and improve the MAMP program throughout its life cycle. We welcome all feedback about the program, or your experience, that might help us make it more useful in the future.

11. Testimonials (for public use) *(optional)*

FCM and Infrastructure Canada would appreciate a testimonial as to the value that MAMP funding has provided.

How has the Municipal Asset Management Program supported your municipality or organization in making better-informed infrastructure decisions? Why is this important for your community?

Yes, I give my permission to use the above statements publicly, with attribution to the municipality or organization.

Signature

I certify that the above final report is complete and accurate in its entirety.

Signed by the Authorized Officer

Schedule C

Part 3 Accepted Practices

The Recipient shall incorporate the following language into the Final Plan or Final Study or Final Capital Project, as applicable, and the Final Completion Report, unless it has received written notice to the contrary from FCM:

“© 201X, Corporation of the City of Temiskaming Shores. All Rights Reserved.

The preparation of this project was carried out with assistance from the Government of Canada and the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

Schedule C

Part 4 Eligible Activities and Expenditures

Eligible expenses must be incurred after Eligible Expenditure Date of 1 August 2017.

Expenditure Category	Eligible expenditures	Ineligible expenditures
1) Pre-application	N/A	<ul style="list-style-type: none"> Any expenditure incurred prior to FCM's eligible expenditure date. Expenditure of developing this proposal or application.
2) Administrative and Overhead Expenditures	Administrative expenditures that are directly linked to and have been incurred for the project, such as: <ul style="list-style-type: none"> Communication expenditures (e.g. long-distance calls or faxes). Outsourced printing or photocopying. Acquisition of documents used exclusively for the project. Document translation. Transportation, shipping and courier expenditures for delivery of materials essential for the project. Design and production of communication products to promote project outcomes and benefits to the public. 	General overhead expenditures incurred in the regular course of business, such as: <ul style="list-style-type: none"> Office space, real estate fees and supplies. Financing charges and interest payments. Promotional items. Permits or certifications. Advertising, website development, project education materials or expenditures to disseminate project communications products. Hospitality expenses (food and drink, alcohol, entertainment, etc.).
3) Capital Expenditures	Asset management-related software. <i>Note: FCM's contribution to this expense may not exceed 50% of FCM's total contribution to the project.</i>	Any other capital expenditures or amortization expenses.

4) Equipment Rental	<ul style="list-style-type: none"> • Rental of tools and equipment. • Related operating expenditures such as fuel and maintenance expenditures. 	Rental of tools or equipment related to regular business activities.
5) In-Kind	N/A	Any goods and services received through donation.
6) Training	<ul style="list-style-type: none"> • Expenditures associated with accessing reference materials such as standards, templates and toolkits. • Expenditures associated with attending training sessions, (provided externally) or bringing training in-house. 	Any hospitality expenses such as: <ul style="list-style-type: none"> • Food and drink • Alcohol • Door prizes • Entertainment • Music • Decorations • Flowers, centerpieces • Etc.
7) Professional and/or Technical Services	Fees for professional or technical consultants and contractors, incurred in support of eligible activities.	<ul style="list-style-type: none"> • Expenditures associated with regular business activities not related to the project. • Legal fees.
8) Staff Remuneration	Daily rates actually paid by the Eligible Recipient to its Employees in Canada for time actually worked on the implementation of the Project. The daily rate per employee shall include the following costs: <ol style="list-style-type: none"> a) direct salaries: actual and justifiable sums paid by the Eligible Recipient to Employees in accordance with the Eligible Recipient's pay scales as regular salary <u>excluding</u> overtime pay and bonuses. b) fringe benefit: in accordance with the Eligible Recipient's policies, as follows: <ol style="list-style-type: none"> i. time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to 	<ul style="list-style-type: none"> • In-kind contribution of services. • Participant salaries. • Expenditures related to regular business activities. • Overtime Pay • Bonuses / performance pay. • Fringe benefits such as; <ul style="list-style-type: none"> ○ sick days ○ pension plan ○ any other fringe benefits not listed as eligible • Costs related to ongoing or other business activities and not specifically required for the project. • Staff wages while receiving training or attending learning events. • Professional membership fees or dues.

	<p>employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits;</p> <p><i>Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</i></p>	
9) Supplies and materials	Supplies and materials required to undertake the project.	Expenditures related to regular business activities
10) Taxes	The portion of Provincial/Harmonized Sales Tax and Goods and Services Tax for which your organization is not eligible for rebate.	The portion of Provincial /Harmonized Sales Tax and Goods and Services Tax for which your organization is eligible for rebate, and any other expenditures eligible for rebates.
11) Travel and Accommodation	<p><u>For individuals on travel status</u> (individuals travelling more than 16 km from their assigned workplace - using the most direct, safe and practical road.);</p> <ul style="list-style-type: none"> • Travel and associated expenses for implementing partners, guest speakers and consultants to the extent that the travel and accommodation rates comply with the Treasury Board of Canada guidelines, and to the extent that such travel is necessary to conduct the initiative. www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html • <i>Where justified, participant travel costs may be claimed with prior written consent from FCM. Under no circumstances will participant honorariums be covered.</i> 	

Note: Invoices, receipts and timesheets (where applicable), must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.

Schedule D

Contact Information

Notices and Requests.

Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

FCM

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Benjamin Koczowski, Project Officer
Email: bkoczowski@fcm.ca

Recipient

Corporation of the City of Temiskaming Shores
325 Farr Drive, P. O. Box 2050
Haileybury, Ontario P0J 1K0

Attention: Douglas Walsh, Director - Public Works
Email: dwalsh@temiskamingshores.ca

The Corporation of the City of Temiskaming Shores

By-law No. 2017-130

**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 October 3, 2017**

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 **October 3, 2017** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 3rd day of October, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen