



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, May 7, 2019
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 – April 16, 2019

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

7.1. *Application to Clear Land – Dymond Industrial Park*

Owner: City of Temiskaming Shores

Subject Land: Municipally owned lands within the Dymond Industrial Park

Purpose: To consider an application to cut marketable trees within the Dymond Industrial Park.

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Rob Keen & Scott Jackson – Forests Ontario / Forest Recovery Canada

Re: It Takes a Forest presentation

Draft Motion

Be it resolved that Council acknowledges the presentation from Rob Keen and Scott Jackson in regards to “*It Takes a Forest*” presentation.

10. **Communications**

a) Annilene McRobb, Deputy Clerk – Town of Minto

Re: Request for Support – Potential OMPF Funding reduction

Reference: Received for Information

b) Mathew Wilson, Senior Advisor – Association of Municipalities Ontario

Re: AMO Update – Animal Cruelty Enforcement changes

Reference: Received for information

- c) Leticia Avanse - LandSquared
Re: Public Notice – Proposed 70 m Self-Support Telecommunications Tower (Drive-In-Theatre Road)
Reference: Received for information

- d) Alex Regele, Clerk-Treasurer – Township of Hilliard
Re: Resolution – ETRAA and TRACC
Reference: Received for information

- e) Brian Smith, President – Englehart & District Agricultural Society
Re: Financial Support – 110th annual Fall Fair
Reference: Received for information

- f) Karyne Labonté, Principal – Ecole catholique Ste-Croix
Re: Financial Support – Graduation
Reference: Received for information

- g) Carman Kidd, President – Earlton-Timiskaming Regional Airport Authority
Re: Drag n Fly event
Reference: Received for information

- h) Honourable Rod Phillips, Minister of the Environment, Conservation and Parks
Re: Notice of Approval – City of Temiskaming Shores New Waste Management Capacity Environmental Assessment (N.L. Landfill)
Reference: Referred to Technical & Environmental Compliance Coordinator

i) Derek Mundle, Reeve – Township of Eanturel

Re: Ontario Northland Transportation Commission vs. Township of Eanturel

Reference: Received for information

j) The Honourable Steve Clark, Minister of Municipal Affairs and Housing

Re: *More Homes, More Choice* Action Plan

Reference: Received for information

Draft Motion

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

11. Committees of Council – Community and Regional

12. Committees of Council – Internal Departments

Draft Motion

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

a) Minutes of the Recreation Services Committee meeting held on March 11, 2019.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Support – Hydro delivery Rates

Draft Motion

Whereas hydro is essential for all individuals and the cost to receive hydro should not be so excessive that individuals cannot afford it; and

Whereas the cost for service delivery for hydro should be affordable to all individuals; and

Whereas the Township of Tudor and Cashel has received invoicing with 46% to 56% of the total cost relating to the service delivery fee.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the Township of Tudor and Cashel and hereby petitions Hydro One and the Ontario Energy Board to review its plans regarding delivery service to ensure that the cost of service delivery is fair to everyone; and

Furthermore, that a copy of this resolution be circulated to Hydro One, Ontario Energy Board, Premier Doug Ford and Timiskaming-Cochrane MPP, John Vanthof.

b) Request for Proclamation – Victim Services of Temiskaming & District

Draft Motion

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

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

Whereas the theme of the 2019 Victims and Survivors of Crime Awareness Week is ***The Power of Collaboration***; and

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

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby proclaims May 26th to June 1st, 2019 as “***Victims and Survivors of Crime Awareness Week***” in the City of Temiskaming Shores.

c) Funding Cuts to Ontario Library Service North and the Southern Ontario Library Service

Draft Motion

Whereas public libraries provide safe, inclusive, and vibrant community spaces where everyone is welcome to learn, work, connect, and have fun; and

Whereas the Temiskaming Shores Public Library actively partners with the community to deliver valued services and contribute to a culture of social good by sharing knowledge and resources; and

Whereas the Temiskaming Shores Public Library continues to deliver services that support provincial initiatives such as lifelong learning and skill development, local economic development, health literacy, and provides equitable access to government websites and services; and

Whereas the Temiskaming Shores Public Library continues to manage public resources with the utmost care and are committed to the sustainability of their services; and

Whereas the Temiskaming Shores Public Library requests that the City of Temiskaming Shores Council urge the Province of Ontario to recognize the importance of services provided by Ontario Library Service - North and the Southern Ontario Library Service including the administration of bulk purchasing agreements, technology consultation, strategic planning and policy development consultation, the provincial Interlibrary Loan system, board and staff training opportunities, collection development support, support for First Nations libraries and the administration of the Joint Automation Server Initiative; and

Whereas the Temiskaming Shores Public Library requests that the City of Temiskaming Shores Council urge the Province of Ontario to restore funding to Ontario Library Service - North in recognition of the unfair and disproportionate impact of these cuts on Northern Ontario public libraries.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the Temiskaming Shores Public Library’s request for the Government of Ontario to restore funding to Ontario Library Service-North; and

Be it further resolved that the City of Temiskaming Shores hereby petitions the Province of Ontario to support sustainable long-term funding for Ontario's Public Libraries; and

Further that a copy of this resolution be sent to the Office of the Premier; the Minister of Tourism, Culture, and Sport; the Minister of Municipal Affairs and Housing; John Vanthof, MPP for Timiskaming-Cochrane; the Association of Municipalities Ontario; the Ontario Library Association; and the Federation of Ontario Public Libraries.

d) Memo No. 011-2019-RS – Request – Haileybury Heritage Museum - Auction

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 011-2019-RS; and

That Council hereby approves the donation of a one-year fitness membership from the Pool Fitness Centre to the Haileybury Heritage Museum for their June 2, 2019 live auction as well as the use of 30 rectangular tables picked up and returned by the organizing committee.

e) Administrative Report No. PW-010-2019 – Investing in Canada Infrastructure Program – Funding Application – Replacement of Roy's Bridge (Uno Park Road)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-010-2019 regarding the reconstruction of the Uno Park Road Bridge (known locally as "Roy's Bridge");

That Council acknowledges that road services and repairs of Uno Park Road is a shared responsibility with the Corporation of the Township of Harley through By-law No. 2015-120;

That Council considers that, through the development of the Asset Management Plan, the existing structure located on Uno Park Road, being a boundary road between Temiskaming Shores and Harley Township, will be confirmed as a significant priority for the City of Temiskaming Shores; and

That Council directs staff to work with the Township of Harley to finalize and submit an Application, complete with all applicable documentation, to the

Investing in Canada Infrastructure Program (ICIP); Rural and Northern Communities Funding Stream for the replacement of “Roy’s Bridge” prior to the May 14, 2019 deadline.

f) Administrative Report No. PW-014-2019 – Supply and Application of Liquid Calcium Chloride

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-014-2019; and

That Council directs staff to prepare the necessary by-law and agreement with *Pollard Distribution Inc.* for the 2019 *Supply and Application of Liquid Calcium Chloride* at a rate of \$0.305/litre for consideration at the May 7, 2019 Regular Council meeting.

g) Administrative Report No. PW-015-2019 – Engineering Services - Phase 2 & 3 Dymond Water Linking Project

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-015-2019, more specifically Appendix 01 – EXP Quotation Letter;

That as outlined in By-law No. 2017-015, *Procurement Policy, Section 10*, Council hereby waives the tendering process based on Appendix 02 – Single Source Justification; and

That Council directs Staff to issue a Purchase Order to EXP for engineering services related to the Design of Phase 2 & 3 of the Dymond Water Linking Project in the amount \$ 56,431 plus applicable taxes.

h) Administrative Report No. CS-017-2019 – New Liskeard Lions Club – Quonset Hut lease agreement

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-017-2019;

That Council directs staff to repeal By-law No. 2014-036, lease agreement with the Bikers Reunion Committee for a portion of a Quonset Hut as well as By-law No. 2014-037, lease agreement with New Liskeard Lions Club for the remaining portion of the Quonset Hut; and

That Council directs staff to prepare the necessary by-law to enter into a five (5) year lease agreement with the New Liskeard Lions Club for the use of the entire storage space at the Quonset Hut located on May Street.

i) Administrative Report No. CS-018-2019 – 2020 CIM Convention

Draft Motion

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-018-2019; and

That Council directs staff to apply for funding support from Fed Nor to enable the City to lead the Northern Ontario Mining Showcase at the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention from May 3 – 6, 2020.

j) 2018 Year-end Financial Report

Presentation from the Treasurer

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2019-065 Being a by-law to enter into a three (3) year agreement with Grant Fuels Inc. for the supply of Petroleum Fuels for the City of Temiskaming Shores

By-law No. 2019-071 Being a by-law to enter into a Purchase Agreement with Nortrax Canada Inc. (Stoney Creek) for the purchase of a used Grader

By-law No. 2019-072 Being a by-law to authorize certain new capital works of The Corporation of the City of Temiskaming Shores (the “municipality”); to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for financing such capital works; to authorize temporary borrowing from OILC to meet expenditures in connection with such works; and to authorize long term borrowing for such works through the issue of debentures to OILC

By-law No. 2019-073 Being a by-law to enter into an agreement with Pollard Distribution Inc. for the Supply and Application of Liquid Dust Suppressant at various locations within the City of Temiskaming Shores

By-law No. 2019-074 Being a by-law to enter into a Purchase Agreement with Winslow Gerolamy Motors for the purchase of a Plow Truck

By-law No. 2019-075 Being a by-law to enter into a lease agreement with the New Liskeard Lion’s Club for cold storage space within Quonset Hut on May Street

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that

By-law No. 2019-065;

By-law No. 2019-071;

By-law No. 2019-072;

By-law No. 2019-073;

By-law No. 2019-074; and

By-law No. 2019-075

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) Special – Tuesday, May 14, 2019 at 6:00 p.m.
- b) Regular – Tuesday, May 21, 2019 at 6:00 p.m.
- c) Regular – Tuesday, June 4, 2019 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

- a) **Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – Organizational Chart;**

Draft Motion

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

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2019-077 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 **May 7, 2019** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2019-077 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, April 16, 2019
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 6:00 p.m.

2. Roll Call

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

Present: Christopher W. Oslund, City Manager
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Shelly Zubycck, Director of Corporate Services
Tim Uttley, Fire Chief
Laura-Lee MacLeod, Treasurer

Regrets: Councillors Jeff Laferriere & Patricia Hewitt
David B. Treen, Municipal Clerk

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

Members of the Public Present: 4

3. Review of Revisions or Deletions to Agenda

Deletions:

Councillor Doug Jelly advised Council that the Protection to Persons and Property Committee received additional information regarding the Animal Control and Pound Services RFP. The Committee would like an opportunity to review the information prior to Council making a decision. He requested the following items be removed from the agenda and brought back for Council's consideration at the May 7, 2019 Regular Council meeting.

Under Item 15 o) Administrative Report No. CS-016-2019 – Animal Control and Pound Services Contract

Under Item 16 By-laws – By-law No. 2019-069 being a by-law to execute an Agreement between the City of Temiskaming Shores and Ms. Roxanne St. Germain (o/a Temiskaming Area Animal Services) for the provision of Animal Control and Pound Services.

The City Manager advised Council that the City's Pay Equity Consultant had an unexpected emergency and was not able to attend to present to Council in Closed Session. The following item was removed from the Agenda and deferred to the May 7, 2019 Regular Council meeting.

Under Item 19 b) – Closed Session – Labour Relations – Update by Pay Equity Consultant

4. Approval of Agenda

Resolution No. 2019-234

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Jesse Foley declared a Conflict of Pecuniary Interest on ***Item 19 c) – Closed Session – Personal matter about an identifiable individual – Organizational Chart*** as both his father and sister are employees of the City of Temiskaming Shores.

6. Review and adoption of Council Minutes

Resolution No. 2019-235

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

- a) Regular meeting of Council – April 2, 2019

Carried

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

None

8. Question and Answer Period

None

9. Presentations / Delegations

- a) Laura-Lee MacLeod, Treasurer

Re: 2019 Municipal Budget By-law

Resolution No. 2019-236

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council confirms the following changes to the Fleet Replacement Plan as discussed at the February 19, 2019 Regular Council meeting:

1. Deferral of the Fire Rescue Vehicle for Station No. 2 to 2020;
2. A reduction in the amount allocated for the replacement of the Fire Rescue Vehicle for Station No. 2 from \$425,000 to \$300,000;
3. A reduction in the amount allocated for the replacement of a Grader for the Public Works Department from \$500,000 to \$300,000;
4. To purchase small fleet items totaling \$73,000 (i.e. pick-up trucks) within the approved Capital Budget envelope instead of financing.

Carried

Resolution No. 2019-237

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council acknowledges the 2019 Budget By-law presentation from the Treasurer and approves the changes outlined in the presentation for inclusion in the Final 2019 Budget By-law for consideration at the April 16, 2019 Regular Council meeting.

Carried

10. Communications

a) Jean Marc Boileau, Mayor – Armstrong Township

Re: Encourage ETRAA and TRACC to seek common ground – Airport Drag Races

Reference: Received for Information

b) Libby Clarke, Reeve – Township of Tudor and Cashel

Re: Support – Hydro delivery Rates unaffordable

Reference: Received for Information

Councillor Doug Jelly requested that item 10 b) be brought back for Council's consideration at the May 7, 2019 Regular Council meeting.

Resolution No. 2019-238

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2019-239

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

- a) Minutes of the District of Timiskaming Social Services Administration Board meeting held on January 23, 2019;
- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on February 6, 2019; and
- c) Minutes of the District of Timiskaming Social Services Administration Board meeting held on February 20, 2019.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2019-240

Moved by: Councillor Whalen

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 March 21, 2019;
- b) Minutes of the Protection to Persons and Property Committee meeting held on March 21, 2019;
- c) Minutes of the Building Maintenance Committee meeting held on March 21, 2019;
- d) Minutes of the Public Works Committee meeting held on March 21, 2019;
- e) Minutes of the Corporate Services Committee meeting held on April 1, 2019;
- f) Minutes of the Protection to Persons and Property Committee meeting held on April 2, 2019; and
- g) Minutes of the Public Works Committee meeting held on April 4, 2019.

Carried

13. Reports by Members of Council

Councillor Mike McArthur provided a verbal report on the Northeastern Ontario Fire Education Conference that he attended on March 27-30, 2019.

14. Notice of Motions

None

15. **New Business**

a) **Proclamation – May as Community Living Month**

Resolution No. 2019-241

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Whereas many towns and cities are home to individuals with intellectual disabilities who are cared for by a Community Living Agency; and

Whereas Community Living Temiskaming South provides services to residents in the City of Temiskaming Shores; and

Whereas Community Living is celebrated annually during the month of May with various events and activities including the flying the Community Living flag.

Now therefore be it resolved that the City of Temiskaming Shores hereby proclaims the month May as **“Community Living month”** in the City of Temiskaming Shores and agrees to fly the Community Living flag at City during the month of May 2019.

Carried

b) **Proclamation - Emergency Preparedness Week**

Resolution No. 2019-242

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Whereas Emergency Preparedness Week is an annual event that takes place each year during the first full week of May and is an opportunity to encourage all residents to take concrete actions to be better prepared to protect themselves and their families during emergencies; and

Whereas the City of Temiskaming Shores through the Office of the Fire Marshal and Emergency Management and all our Emergency Management Partners, assists the City to identify community risks, mitigate those risks, prepare for, respond to, and recover from disasters and emergencies; and

Whereas the City is doing everything it can to prepare for disasters, and realizes residents also have an important role to play in ensuring their own safety during an emergency; and

Whereas emergency preparedness is a shared responsibility and all individuals can reduce the risk we face by better understanding what could happen and learning how to better prepare ourselves, our families and our community; and

Whereas each individual must understand the risks inherent to where we live and work and undertake actions that reduce those risks in an effort to limit the extent to which an emergency may affect us.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims the week of May 5th to 11th, 2019, to be “**Emergency Preparedness Week**” in the City of Temiskaming Shores, and encourages all citizens to participate in educational activities during Emergency Preparedness Week and throughout the year.

Carried

c) Memo No. 005-2019-PW – Amendment to By-law No. 2018-073 Sidewalk and Curb Repair – extension for 2019

Resolution No. 2019-243

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2019-PW; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2018-073 to extend the terms of the agreement for Concrete Sidewalk and Curb Repair Services with Pedersen Construction (2013) Inc. in 2019 for consideration at the April 16, 2019 Regular Council meeting.

Carried

d) Memo No. 006-2019-PW – Asset Management Policy

Resolution No. 2019-244

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 006-2019-PW;

That Council directs staff to prepare the necessary by-law for an *Asset Management Policy* for the City of Temiskaming Shores for consideration of provisional approval (1st and 2nd Reading) at the April 16, 2019 Regular Council meeting; and

That Council directs staff to consider any comments received on the provisional policy prior to third and final reading required prior to July 1, 2019.

Carried

e) Memo No. 007-2019-PW – Acceptance of Recycling Material from Municipal Waste and Recycling Consultants

Resolution No. 2019-245

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 007-2019-PW;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Municipal Waste and Recycling Consultants for the acceptance of recyclable material at the Spoke Transfer Station for consideration at the April 16, 2019 Regular Council meeting.

Carried

f) Administrative Report No. PW-008-2019 – Supply and Delivery of Bulk Fuel

Resolution No. 2019-246

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-008-2019; and

That Council directs staff to prepare the necessary by-law to enter into a three (3) year agreement with Parkland Fuel Corporation for the supply and delivery of bulk fuel for consideration at the April 16, 2019 Regular Council meeting.

Defeated

Recorded Vote

For Motion

Mayor Kidd

Against Motion

Councillor Foley

Councillor Jelly

Councillor McArthur

Councillor Whalen

Resolution No. 2019-247

Moved by: Councillor Whalen
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores agrees to waive Section 38 of the City's Procedural By-law (Notice of Motion) in order to allow Councillor Jelly's alternative motion to the recommendation presented in Administrative Report PW-008-2019 (Supply and Delivery of Bulk Fuel).

Carried

Resolution No. 2019-248

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-008-2019; and

That Council approves alternative No. 1 as outlined in the said report and directs staff to prepare the necessary by-law to enter into a three (3) year agreement with Grant Fuels Inc. for the Supply and Delivery of Bulk Fuel for consideration at the May 7, 2019 Regular Council meeting.

Carried

g) Administrative Report No. PW-009-2019 – Preparation of Tender Documents – Relocation of New Liskeard Branch Library

Resolution No. 2019-249

Moved by: Councillor Whalen
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-009-2019; and

That Council directs staff to prepare the necessary by-law and agreement with Mitchell Jensen Architects Inc. for the preparation of Design Drawings and Tender Documents for the relocation of the New Liskeard Branch Library at an upset limit of \$108,000 plus applicable taxes for consideration at the April 16, 2019 Regular Council meeting.

Carried

h) Administrative Report No. PW-011-2019 – Haileybury Medical Centre - Renovations

Resolution No. 2019-250

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-011-2019; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with G. Belanger Construction for renovations at the Haileybury Medical Centre as detailed in Request for Quotation PW-RFQ-002-2019 at an upset limit of \$48,000 plus applicable taxes for consideration at the April 16, 2019, Regular Council meeting.

Carried

i) Administrative Report No. PW-012-2019 – Equipment Purchase - Road Grader

Resolution No. 2019-251

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. PW-012-2019; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Nortrax (Stoney Creek) for the purchase of a used Grader at an upset limit of \$229,600 plus applicable taxes for consideration at the May 7, 2019 Regular Council meeting.

Carried

j) Administrative Report No. PW-013-2019 – Equipment Purchase – Plow Truck

Resolution No. 2019-252

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-013-2019; and

That Council directs staff to prepare the necessary by-law and agreement for the purchase of a stock Plow Truck from Winslow Gerolamy Motors at an upset limit of \$244,569 plus applicable taxes as well as vehicle appurtenances at an upset limit of \$15,000 plus applicable taxes for consideration at the May 7, 2019 Regular Council meeting.

Carried

k) Administrative Report No. RS-007-2019 – Five (5) year review of Municipal Alcohol Policy

Resolution No. 2019-253

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. RS-007-2019; and

That Council, in compliance with the requirement for a review within a five (5) year period, hereby directs staff to prepare the necessary by-law to amend By-law 2005-036 being a by-law to adopt a Municipal Alcohol Policy for consideration at the April 16, 2019 Regular Council meeting.

Carried

l) Administrative Report No. RS-008-2019 – Acquisition of a Zero-Turn Lawnmower

Resolution No. 2019-254

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-008-2019; and

That Council directs staff to prepare the necessary Purchase Order to acquire one (1) Zero-Turn Lawnmower from Optimum Agri. Inc. at an upset limit of \$17,898 plus applicable taxes.

Carried

m) Administrative Report No. RS-009-2019 – Supply and Installation of a Glycol System at the Don Shepherdson Memorial Arena

Resolution No. 2019-255

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-009-2019; and

That Council directs staff to prepare the necessary Purchase Order for the supply and installation of a Glycol System at the Don Shepherdson Memorial Arena to Cimco Refrigeration at an upset limit of \$6,101.93 plus applicable taxes.

Carried

n) Memo No. 007-2019-CS – City Hall Administrative Offices - Christmas Holiday Closure

Resolution No. 2019-256

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 007-2019-CS; and

That Council approves the closure of City Hall Administrative Offices on Tuesday, December 24, 2019 and Friday December 27, 2019.

Carried

16. By-laws

Resolution No. 2019-257

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2019-061 Being a by-law to adopt the 2019 Municipal Budget for the City of Temiskaming Shores

By-law No. 2019-062 Being a by-law to amend By-law No. 2018-073 (Agreement with Pedersen Construction Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services – 2019)

By-law No. 2019-063 Being a by-law to adopt an Asset Management Policy for the City of Temiskaming Shores

By-law No. 2019-064 Being a by-law to enter into an agreement with Municipal Waste and Recycling Consultants for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2019-066 Being a by-law to enter into an Agreement with Mitchell Jensen Architects Inc. for the preparation of Design Drawings and Tender Documents for the relocation of the New Liskeard Branch Library

By-law No. 2019-067 Being a by-law to enter into an agreement with G. Belanger Construction for renovations at the Haileybury Medical Centre

By-law No. 2019-068 Being a by-law to amend By-law No. 2005-036 (Municipal Alcohol Policy – Five year review)

be hereby introduced and given first and second reading.

Carried

Resolution No. 2019-258

Moved by: Councillor Whalen
Seconded by: Councillor Foley

Be it resolved that

By-law No. 2019-061;

By-law No. 2019-062;

By-law No. 2019-064;

By-law No. 2019-066;

By-law No. 2019-067; and

By-law No. 2019-068.

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, May 7, 2019 at 6:00 p.m.

b) Regular – Tuesday, May 21, 2019 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2019-259

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 7:20 p.m. to discuss the following matters:

- a) **Adoption of the April 2, 2019 – Closed Session Minutes**
- b) **Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – Organizational Chart**

Carried

Resolution No. 2019-260

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise with report from Closed Session at 7:26 p.m.

Carried

Matters from Closed Session:

- a) **Adoption of the April 2, 2019 – Closed Session Minutes**

The Closed Session Minutes from the April 2, 2019 Regular Council meeting were not distributed to Council. This item will be deferred for Council's consideration at the May 7, 2019 Regular Council meeting.

- b) **Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – Organizational Chart**

Resolution No. 2019-261

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that Council approves a revised Organizational Chart for the City of Temiskaming Shores and directs staff to prepare the necessary by-law to adopt the New Organizational Chart for consideration at the May 7, 2019 Regular Council meeting.

Carried

20. Confirming By-law

Resolution No. 2019-262

Moved by: Councillor Whalen
Seconded by: Councillor McArthur

Be it resolved that By-law No. 2019-069 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **April 16, 2019** be hereby introduced and given first and second reading.

Carried

Resolution No. 2019-263

Moved by: Councillor Jelly
Seconded by: Councillor Whalen

Be it resolved that By-law No. 2019-069 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2019-264

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 7:28 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

The Council of the Town of Minto met on April 16, 2019 to consider the above noted item and passed the following motion:

Motion: COW 2019-069

Moved by: Councillor Elliott
Seconded by: Councillor Anderson

Whereas the Provincial government announced it was conducting a review of the Ontario Municipal Partnership Fund (OMPF), which provides annual funding allotments to municipal governments to help offset operating and capital costs; and

Whereas Municipalities were further advised that the overall spending envelope for the program would decrease having a significant impact on future budgets and how funds are raised by Municipalities as funding will be reduced by an unspecified amount; and

Whereas if allocations to municipalities are reduced, Councils will need to compensate with property tax increases or local service reductions; and

Whereas, the 2018 Town of Minto allocation was \$1,630,700 which is equivalent to 33.96% of the Town's municipal property tax revenue; and

Whereas the Town of Minto prides itself on efficient and value for money practices every day;

And Whereas, a 33.96% increase in the municipal property tax rate would increase the municipal component of property taxes paid for an average household by \$403 per year;

Now therefore be it resolved that although an interim payment has been received, Council of the Town of Minto expresses grave concern with the potential reduction and/or loss of the OMPF allotment in future years;

And Further, Council petitions the Provincial government to complete the OMPF review in an expeditious manner as future financial consideration ensures municipal sustainability;

And furthermore, that this resolution be circulated to the Premier, Ministers of Finance, Municipal Affairs and Housing, our local MPP and all Ontario municipalities for their endorsement and support.

Annilene McRobb, Dipl. M.M., CMO
Deputy Clerk
Town of Minto

Municipal budgets may be affected by animal cruelty enforcement changes

A downward risk is developing for municipal governments and police services regarding the enforcement of animal cruelty laws.

AMO has been advised that the Ministry of the Solicitor General is canvassing all municipal CAOs and police services for information related to current practices. The Ministry is seeking input by April 24, 2019. A number of developments are driving the request for data to inform the redesign of Ontario's animal cruelty enforcement system:

- The Ontario Society for the Prevention of Cruelty to Animals (OSPCA) announced that it has stopped enforcing animal cruelty legislation related to livestock and horses as of April 1, 2019.
- The OSPCA has also advised that all other animal cruelty enforcement activities will cease on June 28, 2019.
- A Superior Court of Justice ruling recently declared the OSPCA's enforcement powers to be unconstitutional. The decision is under appeal and the ruling has been suspended for one year.

Last week the Ministry of Community Safety and Correctional Services (now called the Ministry of the Solicitor General) wrote to all Chiefs of Police and the OPP advising that, "Police services may see an increase in calls for service related to these matters." Typically, police are not trained for specialized enforcement related to livestock and horses. Some fee-for-service resources will be available to support police to address the immediate enforcement gaps.

The Ministry has not indicated whether the downloading of livestock and horse related enforcement to the police is permanent or temporary. This represents a new unfunded municipal mandate. Last year the OPSCA received 1,650 complaints related specifically to livestock and horses. In the long-term, AMO believes the Ministry of Agriculture, Food, and Rural Affairs should assume responsibility for livestock and horse cruelty enforcement.

The AMO's Board of Directors adopted a position with respect to this emerging issue. AMO encourages the Ontario government to:

- Adopt a **provincial service delivery model** for animal cruelty enforcement that could be based on other provincial models or a hybrid of these models, and

- Provide provincial funding to those municipal governments that might be willing to provide animal cruelty enforcement services.

Animal cruelty investigations are based on complaints only. To give a sense of the workload, in 2017 the OSPCA investigated 15,519 complaints which resulted in 3,988 animal care orders, 1,220 animals removed, 573 provincial charges, and 21 criminal charges. In 2017, the OSPCA's activities (including enforcement) were supported by \$5.6 million in provincial funding, \$7 million in private donations, and \$2.3 million worth of municipal contracts. The OSPCA has used 65 inspectors across the province.

OPSCA enforcement activities have varied considerably across the province depending, in part, on whether a specific municipality offers animal services or standards of care. At present, municipal bylaw enforcement officers lack the necessary powers for animal cruelty investigations. In addition, police officers and bylaw enforcement officers do not have the training required to conduct this work.

Municipal Councils seeking to inform the government's decisions are encouraged to contact their MPP or write to the Solicitor General (sylvia.jones@ontario.ca), the Minister of Municipal Affairs and Housing (minister.mah@ontario.ca), and the Minister of Agriculture, Food, and Rural Affairs (minister.omafra@ontario.ca). The AMO President, Jamie McGarvey, would appreciate receiving copies of any correspondence at: amopresident@amo.on.ca

Matthew Wilson
Senior Advisor

PUBLIC NOTICE

LANDSQUARED (ON BEHALF OF ROGERS COMMUNICATIONS INC.) PROPOSED 70m SELF-SUPPORT TELECOMMUNICATIONS STRUCTURE

SUBJECT:

Type: A 70m tall Self-Support telecommunications structure.

Location: No municipal address – across from 221 St. Josephs Crt, Temiskaming Shores, ON

Legal Description: PART OF LOT 10 CONCESSION 3

Facility: The facility will include a proposed 15m x 15m fenced compound.

Site: The site will provide improved wireless voice and data for the surrounding area.

Safety Code 6: All carriers placing their equipment on the tower must adhere Health Canada's Safety Code 6 regarding radiofrequencies and maximum power input.

APPLICANT CONTACT

Further information may also be obtained through the following contact:
LandSquared, Leticia Avanse
10 Four Seasons Pl, Suite 1056
Etobicoke, ON, M9B 0A6
(647) 241-2788
leticia@landsquared.com

Innovation, Science and Economic Development Canada (ISED) is the governing body and can be contacted at:
ISED - Eastern and Northern Ontario District Office
2 Queen Street East, Sault Ste. Marie, Ontario, P6A 1Y3
ic.spectrumnod-spectretdeno.ic@canada.ca

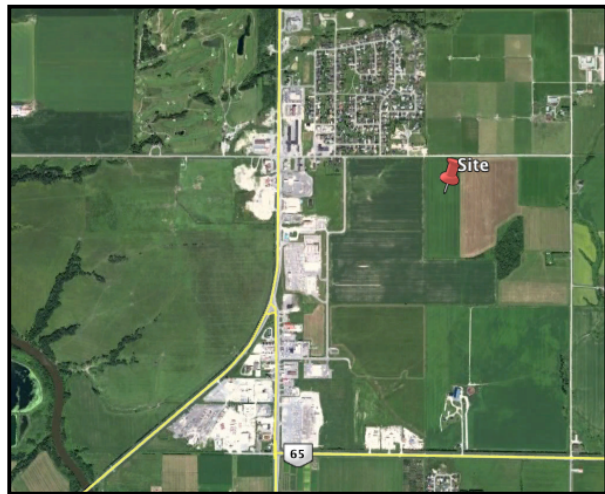
General information on wireless infrastructure:
www.industrycanada.ca/antenna

MUNICIPAL CONTACT

City of Temiskaming Shores, Planning
Jennifer Pye, MCIP, RPP
705-672-3363 ext. 4105
jpye@temiskamingshores.ca

ANY PERSON may make a written submission to the individuals listed as applicant contact by close of day **May 24, 2019** with respect to this matter. Please reference site **C8008** in your correspondence.

SITE LOCATION MAP



TOWNSHIP OF HILLIARD

Resolution # 2019-049

Date: April 17th, 2019

Moved by: [Signature]

Seconded by: [Signature]

WHEREAS the Temiskaming Rod & Custom Club (TRACC) attended a Armstrong Council Meeting on February 13th, 2019 to discuss the denial of the 2019 Drag n Fly Races by the Earlton- Temiskaming Regional Airport Authority (ERTAA);

AND WHEREAS the Drag n Fly event provides economic benefit to Earlton and area;

NOW THEREFORE BE IT RESOLVED THAT in respect to Council discussion regarding the delegation, the Council of the Township of Hilliard hereby respects and supports the independent governance and decision making of the ERTAA Board and hopes to see community groups thrive throughout the region and fully recognizes the contribution and importance of volunteerism.

AND THAT Council encourages the ERTAA and TRACC to seek common ground upon which to build relations for consideration of future community events.

AND FURTHER THAT a copy of this resolution be sent to all the municipal members of the ERTAA.

Councillor	For	Against
Bolesworth, Laurie		✓
Gilbert, Carolyn		✓
Goddard, Doug		✓
Murphy, Bruce		✓
Peckover, Karen		✓

Carried	
Defeated	✓

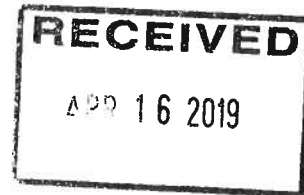
I hereby certify this to be a true copy of Resolution/ByLaw # 2019-049 of the Council of the Township of Hilliard.

[Signature]
Clerk

[Signature]
Reeve



Englehart & District Agricultural Society
P.O. Box 490
Englehart, Ontario
POJ 1H0



Municipalities of the District of Temiskaming

April 11, 2019

To Mayor and Counsellors:

The Englehart & District Agricultural Society will be hosting the 110th annual Fall Fair at the Englehart Arena Complex and Fair Barns. The theme for this year is "New Beginnings." The dates of the fair are September 5, 6, & 7, 2019.

This year we are going back to a 3 day fair, we are hoping to expand children and adult events, for example more inflatables, games, livestock displays and exhibits.

We are looking for any financial donations we can get toward sponsorship.

If your municipality is interested in putting in a booth as well, feel free to contact me at heaslipmeatcutting2018@outlook.com or leave a message at 705 672 1032.

Sincerely

Brian Smith
President



CONSEIL SCOLAIRE
CATHOLIQUE
DE DISTRICT DES
**GRANDES
RIVIÈRES**

École catholique Ste-Croix
Karyne Labonté, Directrice



Le 12 avril 2019

Ville de Temiskaming Shores
325 Prom. Farr
Haileybury, ON
POJ 1K0



Cher Monsieur Carman Kidd,

Consciente de votre intérêt et de votre implication auprès de la communauté en général et de la jeunesse en particulier, consciente aussi de l'aide financière que vous accordez régulièrement à des individus, à des groupes ou à des associations qui en font la demande, je m'adresse à vous aujourd'hui pour m'enquérir des possibilités d'obtenir un don de votre organisation pour notre journée de mérites à la fin juin.

Je vous remercie pour toute la considération que vous accorderez à cette demande, avec l'espoir de recevoir bientôt une réponse.

Salutations,

Karyne Labonté

P.O. BOX 99, AIRPORT ROAD
EARLTON, ONTARIO
P0J 1E0



TELEPHONE: 705-563-2215
FAX: 705-563-2299

Earlton-Timiskaming Regional Airport

April 24, 2019

The Corporation of the Township of Armstrong
P.O. Box 546
Earlton, ON P0J 1E0

Dear Mr. Boileau,

In response to your letter dated March 29, 2019, I would like to respond on behalf of the Board of Directors, of the Earlton-Timiskaming Regional Airport Authority, and as the Mayor of Temiskaming Shores.

The ETRAA and my council recognize that the Drag n Fly event would provide economic benefit to Earlton. Our board has received delegations and discussed this matter at length, over the last couple of years.

With new direction received from Transport Canada, this past January, forcing us to completely close the airport, if there is any obstructions on our runways or apron, this would put at risk our ability to airlift our residents to emergency medical services, during the period that the Drag n Fly event is being held. Providing this air ambulance service on a 24/7 basis is the main reason for our 12 member municipalities, supporting this regional airport. We are not willing to risk the lives of our friends and family, for the sake of generating \$5,000. revenue, to host a social event.


A lot of money has been invested in new fuel tanks and card-lock system, and constructing new t-hangers, to better service our local private plane owners, who spend a lot of money for landing fees and fuel, especially on weekends. We also generate a lot

of revenue from our air ambulance, search and rescue crews and commercial customers, which would be forced to land at other airports, during the event.

Our board must also consider the damage to the runway, caused by installing and removing the cement barricades, the rubber that remains on part of the runway, causing breaking issues, and the damage to the grounds, especially during rain events. This spring we are spending tens of thousands of dollars doing repairs to our main runway, so any damage caused by this Drag n Fly event, would be counter-productive.

The decision to turn down the request to lease the airport for this event was not taken lightly, and after much discussion, the board voted 11 to 1 against this venture. The Board of Directors appreciate all the support from our member municipalities, and are committed to managing the airport, with the intent of seeing it's usage grow, and to generate more and more revenue.

Sincerely,



Carman Kidd

ETRAA president/ Mayor of Temiskaming Shores

cc; Township of Casey
Township of Chamberlin
Municipality of Charlton and Dack
Township of Coleman
Town of Englehart
Township of Ewanturel
Township of Harley
Township of Hilliard
Township of Hudson
City of Temiskaming Shores
Village of Thornloe
Township of Kerns

Ministry of the Environment,
Conservation and Parks

Ministère de l'Environnement,
de la Protection de la nature et des
Parcs

Office of the Minister

Bureau du ministre

777 Bay Street, 5th Floor
Toronto ON M7A 2J3
Tel.: 416-314-6790

777, rue Bay, 5^e étage
Toronto (Ontario) M7A 2J3
Tél. : 416.314.679



APR 01 2019

357-2018-1873

Mr. Steve Burnett
City of Temiskaming Shores
325 Farr Drive
PO Box 2050
Temiskaming Shores ON P0J 1K0

Dear Mr. Burnett:

Thank you for the February 21, 2018 submission of the amended City of Temiskaming Shores New Waste Management Capacity Environmental Assessment. The Ministry of the Environment, Conservation and Parks has completed its review of the environmental assessment, and I wish to inform you that I have approved the undertaking subject to conditions in the Notice of Approval.

Attached is a signed copy of the Notice of Approval to Proceed with the Undertaking in accordance with the Environmental Assessment Act. Please be advised that the City of Temiskaming Shores must ensure that the undertaking is designed, constructed and operated in accordance with the commitments set forth in the environmental assessment and the conditions outlined in the attached Notice of Approval.

It is important that proponents of waste management undertakings ensure that every effort is made to promote the reduction of waste. Efforts to divert waste from final disposal will minimize waste, extend the life of landfills, and keep goods within the economy once a product has reached the end of its life, so that it can be used again to create further value.

Should you require further assistance please contact Shannon Gauthier, Project Officer of the Environmental Assessment and Permissions Branch, at 416-314-0897 or by e-mail at shannon.gauthier@ontario.ca.

Sincerely,

A handwritten signature in black ink, appearing to read "Rod Phillips".

Rod Phillips
Minister

Attachment

c: Brian Grant, Sr. Associate, Amex Foster Wheeler Environment & Infrastructure
EA File No. 11125 – Temiskaming Shores New Waste Management Capacity

ENVIRONMENTAL ASSESSMENT ACT

SECTION 9

NOTICE OF APPROVAL TO PROCEED WITH THE UNDERTAKING

RE: An Environmental Assessment for the City of Temiskaming Shores New Waste Management Capacity

Proponent: City of Temiskaming Shores

EA Reference No.: 11125

EA File No.: 03-08-02

TAKE NOTICE that the prescribed deadline for a hearing, provided for in the Notice of Completion of the Review for the above-noted Undertaking, expired on October 19, 2018.

Having considered the purpose of the *Environmental Assessment Act*, the approved Terms of Reference, the Environmental Assessment, and the Ministry Review and comments received, I hereby give approval to proceed with the Undertaking, subject to the conditions set out below.

REASONS

My reasons for giving approval are:

- (1) The Proponent has complied with the requirements of the *Environmental Assessment Act*.
- (2) The Amended Environmental Assessment has been prepared in accordance with the approved Terms of Reference.
- (3) On the basis of the Proponent's Amended Environmental Assessment and the Ministry Review, the Proponent's conclusion that the advantages of this undertaking outweigh its disadvantages appears to be valid.
- (4) No other beneficial alternative method of implementing the Undertaking was identified.
- (5) The Proponent has demonstrated that the environmental effects of the Undertaking can be appropriately managed and mitigated.
- (6) On the basis of the Proponent's Amended Environmental Assessment, the Ministry Review and the conditions of approval, the construction, operation and maintenance of the Undertaking will be consistent with the purpose of the *Environmental Assessment Act* (Section 2).
- (7) The government agency, public and Indigenous community review of the Amended Environmental Assessment has indicated no outstanding concerns that cannot be addressed through commitments made in the Amended Environmental Assessment, through conditions set out below, or through future approvals that will be required. I am not aware of any outstanding issues with respect to this Undertaking which suggest that a hearing should be required.

CONDITIONS

The approval is subject to the following conditions:

1. **Definitions**

For the purposes of these conditions:

"Construction" means physical construction activities, including site preparation works, but does not include the tendering of contracts.

"Date of Approval" means the date on which the Order in Council pertaining to the approval of the Environmental Assessment was signed by the Lieutenant Governor-in-Council.

"Director" means the Director of the Environmental Assessment and Permissions Branch.

"EAPB" means the Environmental Assessment and Permissions Branch of the Ministry of the Environment, Conservation and Parks.

"Environmental Assessment" means the document titled City of Temiskaming Shores New Waste Management Capacity Amended Environmental Assessment February 2018.

"Ministry" means the Ontario Ministry of the Environment, Conservation and Parks.

"Proponent" means the City of Temiskaming Shores, its agents, successors, and assigns.

"Program" means compliance monitoring program.

"Site" means the New Liskeard Landfill, consisting of an approved 2.02 hectare waste fill area within a waste disposal site of 6.12 hectares, located on the west half of Lot 5, Concession 2, Rockley Road, City of Temiskaming Shores.

"Undertaking" means the planning, design, construction, and operation of the horizontal expansion of the waste fill area at the Site for an additional 247,000 cubic metres of waste disposal capacity and associated works, as specified in the Amended Environmental Assessment.

2. General Requirements

- 2.1 The Proponent shall comply with the provisions in the Environmental Assessment, which are hereby incorporated into this Notice of Approval by reference, except as provided in the conditions of this Notice of Approval and as provided in any other approval or permit that may be issued for this Site.
- 2.2 The Proponent shall fulfill all commitments made in the Amended Environmental Assessment.
- 2.3 The conditions of the Notice of Approval do not prevent more restrictive conditions being imposed under other statutes.

3. Public Record

- 3.1 Where a document is required for the public record, the Proponent shall post the document on the Proponent website and provide one hardcopy and one electronic copy of the document to the Director.

- 3.2 The Environmental Assessment Reference number 11125 and Environmental Assessment File Number 03-08-02 shall be quoted on all documents submitted to the Ministry pursuant to this Notice of Approval.
- 3.3 For every document submitted to the Ministry, the Proponent shall clearly identify which condition of approval the document is meant to fulfill.

4. Compliance Monitoring Program

- 4.1 The Proponent shall prepare and submit to the Director for approval and for the public record, an Environmental Assessment compliance monitoring program.
- 4.2 The compliance monitoring program shall be submitted within one year from the Date of Approval, or 60 days before the commencement of Construction, whichever is earlier, or by another date agreed upon by the Director.
- 4.3 The compliance monitoring program shall include a description of how the Proponent will:
 - a. Monitor implementation of the Undertaking in accordance with the Environmental Assessment with respect to mitigation measures, public consultation, and additional studies and work to be carried out;
 - b. Monitor compliance with all conditions in this Notice of Approval; and
 - c. Monitor compliance with all commitments made in the Environmental Assessment and the subsequent review of an approval process for the Environmental Assessment with respect to mitigation measures, public consultation, and additional studies and work to be carried out.
- 4.4 The compliance monitoring program must contain an implementation schedule for monitoring activities to be completed.
- 4.5 The Director may require the Proponent to amend the compliance monitoring program at any time. Should an amendment be required, the Director will notify the proponent in writing of the required amendment and the date by which the Proponent must complete and submit the amendment to the Director.
- 4.6 The Proponent shall submit the amended compliance monitoring program to the Director within the time period specified by the Director.
- 4.7 The Proponent shall implement the compliance monitoring program and any amendments to it.

5. Compliance Reporting

- 5.1 The Proponent shall prepare an annual compliance report outlining the results of the compliance monitoring program (Condition 4 above) and place the document on the public record.
- 5.2 The first compliance report shall be submitted for review and for the public record no later than one year following the Date of Approval, or 60 days before the start of Construction, whichever is earlier, or by another date agreed upon by the Director. Each subsequent annual compliance report shall be submitted on the date that is the anniversary of the Date of Approval thereafter. Each report shall cover the previous year to the date of report submission.
- 5.3 The Proponent shall submit annual compliance reports until all conditions are satisfied.
- 5.4 Once all conditions in this Notice of Approval are satisfied, the Proponent shall notify the Director in writing that the final annual compliance report is being submitted, and that all conditions in this Notice of Approval have been satisfied. The Ministry will confirm whether all conditions have been satisfied and the Director will state this in writing to the Proponent.
- 5.5 The Proponent shall retain either on Site or in another location approved by the Director, copies of the annual compliance reports for each reporting year and any associated documentation of compliance monitoring activities.
- 5.6 The Proponent shall make the compliance reports and associated documentation available to the Director or designate in a timely manner when requested to do so by the Ministry.

6. Complaint Protocol

- 6.1 The Proponent shall prepare and implement a compliant protocol that sets out provisions for dealing with and responding to inquiries and complaints during all stages of the Undertaking. The compliant protocol shall include a procedure for notifying the Ministry's Timmins District Office of the complaints received.
- 6.2 The Proponent shall submit the compliant protocol to the Director for approval and for the public record within one year from the Date of Approval, or 60 days before the start of Construction, whichever is earlier, or by another date agreed upon by the Director.
- 6.3 The Director may require the Proponent to amend the compliant protocol at any time. Should an amendment be required, the Director shall notify

the Proponent in writing of the amendment required and when the amendment must be completed.

- 6.4 The Proponent shall the amended compliant protocol to the Director within the time period specified by the Director.
- 6.5 The Proponent shall implement the compliance protocol and any amendments to it.
- 6.6 The Proponent shall provide a summary on the complaints received and how they were addressed as part of the annual compliance reporting (Condition 5) and post the summary on the website as part of the public record.

7. Consultation with Indigenous Communities

- 7.1 The Proponent shall prepare, in consultation with Indigenous communities, an Indigenous consultation plan that sets forth:
 - a. How, during the planning, design, construction, operation and closure of the Undertaking, the Proponent will consult with Indigenous communities and provide them with opportunities to be involved in environmental monitoring activities.
 - b. How the Proponent will notify Indigenous communities, using a notification protocol, if archaeological resources or Indigenous remains are encountered during the planning, design, construction, operation and closure of the Undertaking.
 - c. How the Proponent will issue Notices and updates to Indigenous communities on key steps in the planning, design, construction, operation and closure of the Undertaking.
- 7.2 90 days before the start of construction or by such other date as may be agreed in writing by the Director, the Proponent shall submit the Indigenous consultation plan to the Director for approval with an outline of how the Proponent consulted on it as per condition 7.1 above.
- 7.3 Once the Director is satisfied with the Indigenous consultation plan, the Proponent shall implement the Indigenous consultation plan during the planning, design, construction, operation and closure of the Undertaking.

8. Air Quality

- 8.1 The Proponent shall prepare and implement a landfill gas mitigation plan that specifies measures for monitoring and reducing landfill gas emissions for Construction, operation, closure and post-closure phases of the expanded landfill Site. The Proponent shall submit this plan to the

Ministry, in its application for an Environmental Compliance Approval and report on changes in landfill gas production in its annual compliance report (Condition 5 above).

9. Ground Water and Surface Water

- 9.1 When applying for an Environmental Compliance Approval, the Proponent shall provide, to the satisfaction of the Ministry, the following information as part of its application:
- a. Information documenting the performance of the contaminant attenuation area to treat the existing leachate production at the Site;
 - b. A description in the design and operations report on how the proponent will manage the rate of fill and-leachate generation;
 - c. A leachate management plan for the horizontal landfill expansion, including modelling to demonstrate that the leachate generation can be adequately treated by natural attenuation; and
 - d. Develop a contingency plan for the operation of the storm water management facility and leachate management in the event of unacceptable impacts.

10. Resiliency to Extreme Weather Events

- 10.1 When applying for an Environmental Compliance Approval, the Proponent shall provide to the satisfaction of the ministry as part of its application, an assessment of the storm water management facility's resiliency to withstand extreme weather events. The Proponent will identify appropriate mitigation and contingency measures to prevent any impacts.

11. Waste Diversion

- 11.1 The Proponent shall develop and implement a waste diversion protocol which shall contain information on awareness programs for waste generators and haulers, and on-site waste segregation protocols to maximize the diversion of industrial, commercial and institutional waste, including organics. The Proponent shall submit the waste diversion protocol to the Ministry in its application for an Environmental Compliance Approval and report industrial, commercial and institutional waste diversion amounts in its annual compliance report (Condition 5 above).

12. Duration of Approval

- 12.1 If construction of the undertaking has not commenced within 10 years of the Date of Approval, this Notice of Approval shall expire, unless otherwise extended by the Minister.

Dated the 1 day of April 2019 at TORONTO.



Minister of the Environment, Conservation and Parks
777 Bay Street
5th Floor
Toronto, Ontario
M7A 2J3

Approved by O.C. No. 638/2019

Date O.C. Approved April 18, 2019.

Emailed – High Priority

April 12, 2019

Township of Armstrong	Township of Hilliard
Township of Brethour	Township of Hudson
Township of Casey	Township of James
Township of Chamberlain	Township of Kerns
Municipality of Charlton and Dack	Town of Kirkland Lake
Town of Cobalt	Township of Larder Lake
Township of Coleman	Town of Latchford
Town of Englehart	Township of Matachewan
Township of Gauthier	Township of McGarry
Township of Harley	City of Temiskaming Shores
Township of Harris	Village of Thornloe

Re: Ontario Northland Transportation Commission vs Township of Evanturel

I am following up to a letter sent to the organized municipalities in the District of Temiskaming, November 2, 2018, regarding the Township's dispute with the Ontario Northland Railway (ONR), which is operated by the Ontario Northland Transportation Commission (ONTC), arising from invoices rendered by the ONR for maintenance work on level crossings in the Township of Evanturel.

Again, as a reminder the ONTC has initiated an Appeal under the provisions of the *Land Planning Appeals Tribunals Act*, citing the *Railways Act of Ontario* as the authority for this Appeal; and since filing the Appeal a mediation/hearing has been set for May 2, 2019.

Please note as of today the only correspondence received regarding both submissions to Minister Rickford has been a letter from Premier Doug Ford assuring the municipality that the people of the Province of Ontario have put great trust in him as Premier; and he was sure the Minister would make certain that he put people first and respect Ontario's hard working taxpayers.

Since the letter of November 2, 2018, the municipality lost its Municipal Complex (office and garage) as the result of a fire November 11, 2018; and is currently in a Declared State of Emergency as it is in the rebuilding/recovery stage.

This is an issue that affects not only the Township of Evanturel but other small municipalities in Northeastern Ontario where the ONR operates. The ONR undertakes work at crossings within these municipalities without consultation and then expects these invoices to be paid.

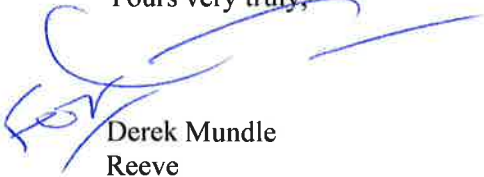
The City of Temiskaming Shores and the Town of Latchford have each passed motions supporting the position of the Township of Evanturel. Small municipalities simply do not have the budget dollars to finance these projects. The 2019 Province of Ontario Budget's main theme is fiscal restraint and warns municipalities to look for efficiencies in their operations. **How can a municipality efficiently operate/maintain its own infrastructure if invoiced for entities such as railway crossings that are not part of its road system?**

The legal costs alone of this ongoing issue are very difficult for a small municipality to absorb. However, the Township of Ewanturel stands by its belief that it must press onward as this type of crossing maintenance/invoicing was never paid in the past and should not be in the future. The outcome of the appeal filed by the ONR against the Corporation of the Township of Ewanturel will affect future crossing upgrades/maintenance and invoicing for all municipalities in the District of Temiskaming.

As the next TeMAG meeting will not be held until May 2019 the Reeve and Council of the Corporation of the Township of Ewanturel are requesting that if your municipality has any issues with the current relationship with the ONR, or will have in the future, and wish to submit any comments regarding same that you please contact our In-House Legal Counsel Orlando Rosa of Wishart Law Firm LLP - 705-949-6700; as soon as possible.

Trusting you will give this letter/issue your utmost attention and support.

Yours very truly,



Derek Mundle
Reeve
THE CORPORATION OF THE
TOWNSHIP OF EVANTUREL

Encl: Submission – Minister Greg Rickford – April 12, 2019

April 12, 2019

The Honourable Greg Rickford,
Minister of Energy, Northern
Development and Mines
Minister of Indigenous Affairs
Room 5630
99 Wellesley Street West, 5th Floor
Whitney Block
Toronto, ON
M7A 1W1

Dear Honourable Sir,

Re: Ontario Northland Transportation Commission vs Township of Evanturel

I am directing this letter to you as a follow up to letters sent to your office September 26, 2018 via email; and November 2, 2018 via Canada Post Corporation, by Reeve Derek Mundle. These letters set out the Township's dispute with the Ontario Northland Railway (ONR), which is operated by the Ontario Northland Transportation Commission (ONTC), arising from invoices rendered by the ONR for maintenance work on level crossings in the Township of Evanturel.

Again, as a reminder the ONTC has initiated an Appeal under the provisions of the *Land Planning Appeals Tribunals Act*, citing the *Railways Act of Ontario* as the authority for this Appeal; and since filing the Appeal a mediation/hearing has been set for May 2, 2019.

Please note as of today the only correspondence received regarding both submissions to your office has been a letter from Premier Doug Ford assuring the municipality that the people of the Province of Ontario have put great trust in him as Premier; and he is sure you as Minister will make certain that you put people first and respect Ontario's hard working taxpayers.

Also be reminded, as stated in the previous two letters, the Township of Evanturel is a small rural community located within the District of Temiskaming, with a population of 449 residents. Since the letter of November 2, 2018, the municipality lost its Municipal Complex (office and garage) as the result of a fire November 11, 2018; and is currently in a Declared State of Emergency as it is in the rebuilding/recovery stage.

This is an issue that affects not only the Township of Evanturel but other small municipalities in Northeastern Ontario where the ONR operates. The ONR undertakes work at crossings within these municipalities without consultation and then expects these invoices to be paid. The District of Temiskaming contains twenty-three (23) organized municipalities and the majority have ONR crossings within their jurisdictions.

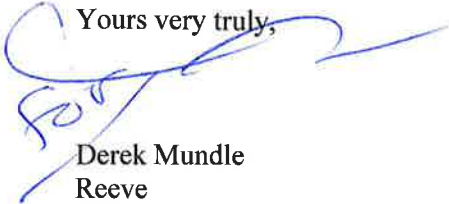
The City of Temiskaming Shores and the Town of Latchford have each passed motions supporting the position of the Township of Evanturel. Small municipalities simply do not have the budget dollars to finance these projects. **The 2019 Province of Ontario Budget's main theme is fiscal restraint and warns**

municipalities to look for efficiencies in their operations. How can a municipality efficiently operate/maintain its own infrastructure if invoiced for entities such as railway crossings that are not part of its road system?

The legal costs alone of this ongoing issue are very difficult for a small municipality to absorb. However, the Township of Evanturel stands by its belief that it must press onward as this type of crossing maintenance/invoicing was never paid in the past and should not be in the future.

Trusting you will give this letter/issue your utmost attention and support.

Yours very truly,



Derek Mundle
Reeve

THE CORPORATION OF THE
TOWNSHIP OF EVANTUREL

Encl:

- Copy - Letter dated September 26, 2018
- Copy - Letter/Package dated November 2, 2018
- Copy - Letter sent to John Vanthof - November 5, 2018
- Copy - Letter received from Premier of Ontario - December 5, 2018
- Copy - Township of Latchford - Resolution of Support - December 13, 2018
- Copy - City of Temiskaming Shores - Resolution of Support - December 18, 2018

c.c. Honourable Doug Ford - Premier of Ontario
Honourable Vic Fedeli - Minister of Finance
John Vanthof - MPP Temiskaming-Cochrane
Municipalities in the District of Temiskaming
TeMAG - Temiskaming Mayors Action Group
TMA - Temiskaming Municipal Association
FONOM - Federation of Northern Ontario Municipalities
Wishart Law Firm LLP

VIA EMAIL

greg.rickford@pc.ola.org

September 26, 2018

COPY

The Honourable Minister Greg Rickford
Minister of Energy, Northern Development
and Mines, Minister of Indigenous Affairs
Room 5630
99 Wellesley Street West, 5th Floor
Whitney Block
Toronto ON M7A 1W1

Dear Honourable Minister:

Re: Ontario Northland Railway – (Ontario Northland Transportation Commission)

I am writing to you as the Reeve of the Township of Evanturel, a small rural community located within the District of Temiskaming.

The Township of Evanturel has a population of 449 and has a modest tax base.

Located within the Township is the Temagami Subdivision of the Ontario Northland Railway (ONR) which is operated by the Ontario Northland Transportation Commission (ONTC). The ONR is governed by Provincial legislation and is not considered a Federal railway.

There are several level road crossings within the Township where municipal roads intersect with ONR's Temagami Subdivision.

It is believed that the Temagami Subdivision was originally constructed by the Temiskaming and Northern Ontario Railroad between 1911 to 1915. The Township of Evanturel was incorporated in 1904; and furthermore, it is my understanding that the roads within the municipality were already laid out at the time; and that the railroad was constructed over existing roads.

There does not appear to be any Provincial law which allocates the responsibility to pay expenses related to the construction and maintenance of level crossings between the ONR and the municipalities.

Level Road Crossings over which Federal railways operate, typically have Board Orders which set forth the respective responsibility of the railway and the municipality regarding the construction and maintenance of the crossing. There is no equivalent of a Board Order for Provincially regulated railways or any mechanism that allocates these costs.

From our examination of Township records, the Township has never been asked by the ONR to contribute to the construction or maintenance of any rail crossing within the Township of Evanturel.

Surprisingly, within the last few years, the ONR rendered several invoices to the Township of Evanturel regarding upgrades at various level crossings within the Township. Particulars of these invoices are set out below:

Date of Invoice	Invoice Number	Location	Amount
March 17, 2018	Estimate/Demand Letter	Bryan's Road, Mile 137.65	\$16,400.00 + HST
March 17, 2017	Estimate/Demand Letter	McBride Road, Mile 134.17	\$16,400.00 + HST
February 16, 2017	2015344	Boundary Road, Mile 131.67	\$17,909.88
December 7, 2015	2003079	Kerr's Road, Mile 136.52	\$16,119.91

There was no forewarning that these invoices would be rendered by the ONR. The "Estimate/Demand Letter" invoices have been included for information only; these projects have not yet been completed.

As indicated, there does not appear to be any legal authority which mandates the Township to contribute to the maintenance of the rail crossing.

The Township's dispute to pay these invoices has never been satisfactorily addressed by the ONR. Rather, legal counsel for the ONR has threatened an Application to the Local Planning Appeal Tribunal to force the Township to pay these invoices.

The Township finds this entire situation extremely unsettling since historically it was never required to make any payment towards the maintenance or construction of these rail crossings. This expense was exclusively paid for by ONR. Furthermore, for budgetary purposes our small municipality would consider these invoiced repairs/rehabilitations capital projects, which require planning over several years (not a project in the year payment was demanded); and would make budgeting even more difficult than it already is!

It is difficult to reconcile the fact that no invoices were ever rendered to the Township for well over 100 years.

Needless to say, the Township of Evanturel cannot afford and pay for the invoices rendered by ONR given its small tax base.

I would respectfully request that you review this with ONR so that the invoices rendered to the Township of Evanturel be withdrawn.

I do look forward to hearing from you.

Yours very truly,



Derek Mundle
Reeve
THE CORPORATION OF THE
TOWNSHIP OF EVANTUREL

c.c. TeMAG – Temiskaming Mayors Action Group
TMA – Temiskaming Municipal Association

Tel: (705) 544-8200

Fax: (705) 544-8206

www.evanturel.com



245453 Hwy. 569

P.O. Box 209

Englehart, Ontario

P0J 1H0

clerk@evanturel.com

November 2, 2018

COPY

The Honourable Douglas Ford

Premier, Province of Ontario

Legislative Building

Queen's Park

Toronto ON M7A 1A1

The Honourable Minister Greg Rickford

Minister of Energy, Northern Development

And Mines, Minister of Indigenous Affairs

Room 5630

99 Wellesley Street West, 5th Floor

Whitney Block

Toronto ON M7A 1W1

The Honourable Victor Fedeli

Minister of Finance

7 Queen's Park Crescent

7th Floor, Frost Building South

Toronto ON M7A 1Y7

Ontario Northland

Transportation Commission

555 Oak Street East

North Bay ON P1B 8L3

Attention:

- Thomas Bruce Laughren - Chair
- Steven Carmichael – Board Member
- Ewen Cornick – Board Member
- Debra Sikora – Board Member
- Lillian Trapper – Board Member
- Gaetan Michel Malette – Board Member
- Ila Watson – Board Member

Dear Premier Ford, Honourable Ministers; and Chair and Board Members of the Ontario Northland Transportation Commission:

**Re: Township of Evanturel - Our File No: 17077-4
Ontario Northland Railway – (Ontario Northland Transportation Commission)**

I am writing to you as the Reeve of the Township of Evanturel, a small rural community located within the District of Temiskaming, with a population of 449 residents.

I had the opportunity to forward a letter to the Honourable Minister Greg Rickford, a copy of which I attach for your review, which sets out the Township's dispute with the Ontario Northland Railway (ONR), which is operated by the Ontario Northland Transportation Commission (ONTC), arising from invoices rendered by ONR for maintenance work on level crossings in the Township of Evanturel.

Since forwarding the letter to Minister Rickford, the ONTC has initiated an Appeal under the provisions of the *Land Planning Appeals Tribunals Act*, citing the *Railways Act of Ontario* as the authority for this Appeal.

Please be mindful that our small municipality could ill-afford the invoices which were rendered by the ONR without previously consulting with the Township. Nor can the Township afford to defend this costly Appeal. We are at a complete loss to understand why the ONR has only recently chosen to render invoices to the Township when historically it paid for all maintenance costs. This is certainly a departure from past practice.

I am hopeful that the ONTC will see that there is wisdom in discontinuing the Appeal for the reasons stated in this letter.

Our legal counsel has recently forwarded an email to the Land Planning Appeals Tribunal Case Manager. That email clearly sets out the Township's position that it bears no liability to pay the ONR invoices for repairs and maintenance at level crossings. The Township takes the position that the ONR does not have the legal right to issue invoices.

The Township has not been able to locate any evidence of past payment of ONR invoices for crossing maintenance.

As our legal counsel Orlando M. Rosa has stated in the attached email, not only is there no basis for the Appeal under Section 30(1) of the *Land Planning Appeals Tribunals Act*, there is no basis in the *Railway Act*, 1950 which would permit the ONR to render invoices to the Township for the cost of maintenance to level crossings. I do urge you to read the email together with my earlier letter as that does provide the basis that the Township bears no liability for the invoices rendered.

This is an issue that affects the Township of Evanturel and other small municipalities where the ONR operates. It is not fair that the ONR undertakes work at a crossing without consultation

with the Township and then expects the Township to pay the invoice. Small municipalities simply do not have the money to pay for this work.

I do want to bring this to your attention with the hope that the ONR withdraws the invoices and follows the past practice of paying for the maintenance at road crossings.

I look forward to hearing from you.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Derek Mundle', written in a cursive style.

Derek Mundle
Reeve
THE CORPORATION OF THE
TOWNSHIP OF EVANTUREL

Encl.

c.c. Municipalities in the District of Temiskaming
TeMAG – Temiskaming Mayors Action Group
TMA – Temiskaming Municipal Association

Tel: (705) 544-8200
Fax: (705) 544-8206
E-mail: evantureladmin@parolink.net
www.evanturel.com



245453 Hwy. 569
P.O. Box 209
Englehart, Ontario
P0J 1H0

VIA EMAIL
greg.rickford@pc.ola.org

September 26, 2018

The Honourable Minister Greg Rickford
Minister of Energy, Northern Development
and Mines, Minister of Indigenous Affairs
Room 5630
99 Wellesley Street West, 5th Floor
Whitney Block
Toronto ON M7A 1W1

Dear Honourable Minister:

Re: Ontario Northland Railway – (Ontario Northland Transportation Commission)

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The Township of Evanturel has a population of 449 and has a modest tax base.

Located within the Township is the Temagami Subdivision of the Ontario Northland Railway (ONR) which is operated by the Ontario Northland Transportation Commission (ONTC). The ONR is governed by Provincial legislation and is not considered a Federal railway.

There are several level road crossings within the Township where municipal roads intersect with ONR's Temagami Subdivision.

It is believed that the Temagami Subdivision was originally constructed by the Temiskaming and Northern Ontario Railroad between 1911 to 1915. The Township of Evanturel was incorporated in 1904; and furthermore, it is my understanding that the roads within the municipality were already laid out at the time; and that the railroad was constructed over existing roads.

There does not appear to be any Provincial law which allocates the responsibility to pay expenses related to the construction and maintenance of level crossings between the ONR and the municipalities.

Level Road Crossings over which Federal railways operate, typically have Board Orders which set forth the respective responsibility of the railway and the municipality regarding the construction and maintenance of the crossing. There is no equivalent of a Board Order for Provincially regulated railways or any mechanism that allocates these costs.

From our examination of Township records, the Township has never been asked by the ONR to contribute to the construction or maintenance of any rail crossing within the Township of Evanturel.

Surprisingly, within the last few years, the ONR rendered several invoices to the Township of Evanturel regarding upgrades at various level crossings within the Township. Particulars of these invoices are set out below:

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As indicated, there does not appear to be any legal authority which mandates the Township to contribute to the maintenance of the rail crossing.

The Township's dispute to pay these invoices has never been satisfactorily addressed by the ONR. Rather, legal counsel for the ONR has threatened an Application to the Local Planning Appeal Tribunal to force the Township to pay these invoices.

The Township finds this entire situation extremely unsettling since historically it was never required to make any payment towards the maintenance or construction of these rail crossings. This expense was exclusively paid for by ONR. Furthermore, for budgetary purposes our small municipality would consider these invoiced repairs/rehabilitations capital projects, which require planning over several years (not a project in the year payment was demanded); and would make budgeting even more difficult than it already is!

It is difficult to reconcile the fact that no invoices were ever rendered to the Township for well over 100 years.

Needless to say, the Township of Evanturel cannot afford and pay for the invoices rendered by ONR given its small tax base.

I would respectfully request that you review this with ONR so that the invoices rendered to the Township of Evanturel be withdrawn.

I do look forward to hearing from you.

Yours very truly,



Derek Mundle
Reeve

THE CORPORATION OF THE
TOWNSHIP OF EVANTUREL

c.c. TeMAG – Temiskaming Mayors Action Group
TMA – Temiskaming Municipal Association

From: Orlando Rosa

Sent: Tuesday, October 23, 2018 10:35 AM

To: 'John.Norris2@ontario.ca.' <John.Norris2@ontario.ca.>

Cc: 'Donna Jaques' <Donna.Jaques@ontarionorthland.ca>; Gina Cicchelli <GCicchelli@wishartlaw.com>;
Brittany Wenmann <BWenmann@wishartlaw.com>

Subject: Case Number/File Number MM180069; Municipality of Evanturel:

Dear Mr. Norris,

It is my understanding that you have been appointed as case manager for the above noted matter.

I have been retained by the Township of Evanturel which in the named Respondent in this "Appeal" brought by the Ontario Northland Transportation Commission (ONTC) pursuant to the provisions of Subsection 30(1) of the Local Planning Tribunal Act, 2017. C. 23 Sch.1.(LPTA)

In making this Appeal, ONTC relies upon the provisions of Section 123 of the Railways Act, RSO 1950 c.331.

There are two preliminary issues that must be addressed which in my view are fatal to ONTC's Appeal.

Tribunal Has No Jurisdiction Under LPTA

Subsection 30(1) of the LPTA provides:

Jurisdiction and powers of Tribunal

30 (1) The Tribunal has **jurisdiction and power,**

- (a) **to hear and determine any application with respect to any railway or public utility, its construction, maintenance or operation by reason of the contravening of or failure to comply on the part of any person, firm, company, corporation or municipality with the requirements of this**

or any other general or special Act, or of any regulation, rule, by-law or order made thereunder, or of any agreement entered into in relation to such railway or public utility, its construction, maintenance or operation; and

(b) to hear and determine any application with respect to any tolls charged by any person, firm, company, corporation or municipality operating a railway or public utility in excess of those approved or prescribed by lawful authority, or which are otherwise unlawful. **[Emphasis Added]**

The Tribunal can only determine an application with respect to ONTC's maintenance or operation if the Township of Evanturel contravened the provisions of any legislation, order or agreement.

I have requested of ONTC a copy of the Order or any Legislative Authority upon which maintenance costs incurred by ONTC can be invoiced to the Township of Evanturel.

ONTC has not produced any order nor has ONTC provided any documentation of any contravention of any law or regulation.

There simply is nothing upon which ONTC can base its Appeal under Subsection 30(1) of the LPTA.

Accordingly, the Tribunal has no Jurisdiction to adjudicate on the matters raised in the Appeal.

ONTC IMPROPERLY RELIES ON THE RAILWAY ACT, 1950

In its appeal, ONTC relies upon Section 123 of the Railway Act 1950 RSO 1959 c.331 as the basis of making its claim to recover for the invoices rendered to the Township of Evanturel for the maintenance of the crossings identified in the Appeal. Sections 123 and 124 of the Railway Act 1950 provide:

Powers of Board as to existing crossings.

123.—(1) Where a railway is already constructed upon, along or across any highway the Board may, upon its own motion, or upon complaint or application by or on behalf of the Crown, or any municipal or other corporation, or any person aggrieved, order the company to submit to the Board, within a specified time, a plan and profile of such portion of the railway and may cause inspection of the portion and may inquire into and determine all matters and things in respect of the portion, and the crossing, if any, and may make such order as to the protection, safety and convenience of the public as it deems expedient, or may order that the railway be carried over, under or along the highway or that the highway be carried over, under or along the railway, or that the railway or highway be temporarily or permanently diverted, and that such other work be executed, watchmen or other persons employed, or measures taken as under the circumstances appear to the Board best adapted to remove or diminish the danger or obstruction, in the opinion of the Board, arising or likely to arise in respect of the portion or crossing, if any, or any other crossing directly or indirectly affected.

Provisions as to taking land and compensation.

(2) When the Board of its own motion, or upon complaint or application, makes an order that a railway be carried across or along a highway, or that a railway be diverted, all the provisions of law at such time applicable to the taking of land by

the company, to its valuation and sale and conveyance to the company, and to the compensation therefor, shall apply to the land, exclusive of the highway crossing, required for the proper carrying out of any order made by the Board.

(3) Notwithstanding anything in this or in any other Act, the Board may, subject to the provisions of section 124, order what portion, if any, of the cost is to be borne respectively by the company, municipal or other corporation, or person in respect of any order made by the Board under this section or section 122, and such order shall be binding on and enforceable against any railway company, municipal or other corporation or person named in the order. R.S.O. 1937, c. 259, s. 123.

124. Where a railway is constructed after the passing of this Act the company shall, at its own cost and expense, unless and except as otherwise provided by agreement, approved of by the Board, between the company and a municipal or other corporation or person, provide, subject to the order of the Board, all protection, safety and convenience for the public in respect of any crossing of a highway by the railway. R.S.O. 1937, c. 259, s. 124.

Railways hereafter constructed to provide for safety of public at highway crossings.

Section 123(1) provides that the Board (now the Tribunal) may order ONTC to submit a plan or profile of the crossing and may such order as to “ the protection, safety and convenience of the public” or may make an order as to where the railway is to be located.

Subsection 123(1) does not provide that the Tribunal has the jurisdiction to order the Township to pay any costs relating to the maintenance.

Subsection 123(3) does provide that, subject to Section 124, the Tribunal may order what portion, if any, of the cost is to be borne by the Railway, municipality or other corporation “in respect of any order made by the Board under section 122 or 123 of the Railway Act.

Section 124 provides that where a Railway is constructed after the passing of the Act, that the Railway shall pay all costs and expenses of “all protection, safety and convenience for the public in respect of any crossing of a highway by a railway unless there is an agreement between the municipality and Railway or an order of the Board. There is no such agreement between ONTC and the Township of Ewanturel.

Clearly there is no Order of the Board as contemplated under subsection 123(3). Therefore the Tribunal has no jurisdiction to make an Order for the payment of the invoices in the absence of the Order contemplated under subsection 123(3).

Even more importantly, the Legislation by passing Section 124 clearly contemplates and intended that if a crossing was built after the passing of the Railway Act (The original Railway Act was passed in 1906), then the Railway would pay for the cost of maintenance and operation of the crossing. This is further support for the proposition

that ONTC is solely responsible to pay for cost of maintenance and repair of crossings.

The Appeal by ONTC has no legal basis and the Tribunal has no jurisdiction to adjudicate on matters in the clear absence of legislative authority.

The Provisions of Railway Act 1906 are Applicable

The predecessor to the Ontario Northland Railway was the Temiskaming and Northern Ontario Railway which constructed the railway crossings which are the subject of this Appeal between 1911 and 1915.

As such this Railway was built under the auspices of the Railway Act 1906, SO 1906 c. 30. The relevant portions of this Act are reproduced herein:

Highway Crossings.

90.—(1) Subject to the provisions of this Act respecting the operation of railways along highways, the railway may be carried along or across an existing highway upon leave therefor having been first obtained from the Board as hereinafter provided.

Railway on
highway.
Consent of
municipality.

(2) No obstruction of such highway with the works shall be made without turning the highway so as to leave an open and good passage for carriages, and, on completion of the works, restoring the highway to as good condition, as nearly as possible, as it was originally.

No obstruction
permitted.

Restoration of
highway.

(3) Every company which violates the provisions of this section shall incur a penalty of not less than forty dollars for each such violation.

Penalty.

91. Whenever the railway crosses any highway at rail-level, whether the level of the highway remains undisturbed

Variation of
inch between
rail and levels.

OR

of highway
permitted.

or is raised or lowered to conform to the grade of the railway, the top of the rail may, when the works are completed, rise above or sink below the level of the highway to the extent of one inch without being deemed an obstruction, unless otherwise directed by the Board.

Plan of
crossing of
highway to be
submitted.

92.—(1) Upon any application for leave to construct the railway across an existing highway, or to construct a highway across an existing railway, the applicant shall submit a plan and profile of such crossing, showing the portion of railway or highway affected, to the Board. The Board may by order grant such application upon such terms and conditions as to protection, safety and convenience of the public, as it may deem expedient, or may order that the highway be carried over or under the railway, or be temporarily or permanently diverted, and that such works be executed, watchmen or other persons employed, gates erected or measures taken as under the circumstances appear to the Board best adapted to remove or diminish the danger or obstruction arising or likely to arise therefrom.

Powers of
Board in such
case.

Overhead
crossings.

(2) The highway at any overhead railway crossing shall not at any time be narrowed by means of an abutment or structure to an extent less than twenty feet, nor shall the clear headway from the surface of the highway to the

centre of any overhead structure constructed after the passing of this Act be less than fourteen feet, unless otherwise directed or permitted by the Board.

As to existing crossings.

93. Where any railway is already constructed across any highway, the Board may order the company within a specified time to submit to the Board a plan and profile of such portion of the railway, and may, upon such submission, make any order in respect thereto that may to the Board seem proper.

All structures must be safely constructed and maintained.

94. Every structure, by which any highway is carried over or under any railway, shall be so constructed, and, at all times, be so maintained, as to afford safe and adequate facilities for all traffic passing over, under or through such structure.

Inclination of highway.

95. The inclination of the ascent or descent, as the case may be, of any approach by which any highway is carried over or under any railway, or across it at rail level, shall not be greater than one foot of rise or fall for every twenty feet of the horizontal length of such approach, unless the Board directs otherwise; and a good and sufficient fence shall be made on each side of such approach, and of the structure connected with it, which fence shall be at least four feet six inches in height from the surface of the approach or structure.

Fencing approaches.

96. Signboards at least twelve feet in height at every highway crossed at rail level by any railway, shall be erected and maintained at each crossing, and shall have the words "Railway Crossing" painted on each side of the sign board, in letters at least six inches in length, and every company which neglects to comply with the requirements of this section shall incur a penalty not exceeding ten dollars.

Signboards
at level
crossings.

Penalty.

97.—(1) Where a level crossing on any railway is out of repair, the warden, mayor, or reeve of the municipality within whose jurisdiction the crossing is situate, may serve a notice upon the company in the usual manner, requiring the repair to be forthwith made; and if the company does not forthwith make the same, such head of the municipality may transmit a copy of the notice so served to the Board; and thereupon the Board may order an inspection to be made and may appoint an inspector for that purpose who shall with all possible despatch, appoint a day when he will examine into the matter; and he shall, by mail, give notice to the warden, mayor, or reeve, and to the company, of the day he so fixes; and upon the day so named he shall examine the crossing; and a certificate under his hand shall be final on the subject so in dispute between the parties; and if the said Inspector determines that any repairs are required, he shall specify the nature thereof in his said certificate, and direct the company to make the same; and the company shall thereupon, with all possible despatch, comply with

Railway may
be required to
repair any level
crossing out of
repair.

Inspector's
certificate to
be conclusive.

the requirements of the certificate; and in case of default, the municipality within whose jurisdiction the said crossing is situate, may make such repairs, and may recover all costs, expenses and outlays in the premises by action against the company in any court of competent jurisdiction, as money paid to the company's use.

(2) The Inspector shall be entitled to be paid the sum of \$10 and actual travelling expenses while engaged on such inspection and in case he finds that any repairs are required he shall be paid by the company, but if he finds that no repairs are required he shall be paid by the municipality whose chief officer served the said notice.

Payments of
inspectors.

(3) Neither this section nor any proceeding had thereunder shall at all affect any liability otherwise attaching to such company in the premises.

Proviso.

The Railway Act 1906 clearly contemplates under section 97 that the Railway had the exclusive obligation to repair and maintain the railway crossings. There is nothing in the Legislation which permitted the Board to make an order against a municipality to pay for any part of the maintenance of a crossing. In fact the opposite is true and the it is the Railway that exclusively bears this responsibility.

I represent a small municipality with a population of 449 individuals who can ill afford a costly Appeal under the LPTA. I am writing this email at an early stage with a view that a meaningful discussion takes place in regards to whether the Tribunal has the Jurisdiction to entertain this appeal and secondly whether ONTC has the legislative basis for seeking the order requested.

I look forward to your early reply.

Orlando M. Rosa

Partner



Wishart Law Firm LLP

Phone: (705) 949-6700 ext. 231 | Fax: (705) 949-2465

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245453 Hwy. 569
P.O. Box 209
Englehart, Ontario
P0J 1H0

VIA EMAIL
greg.rickford@pc.ola.org

September 26, 2018

The Honourable Minister Greg Rickford
Minister of Energy, Northern Development
and Mines, Minister of Indigenous Affairs
Room 5630
99 Wellesley Street West, 5th Floor
Whitney Block
Toronto ON M7A 1W1

Dear Honourable Minister:

Re: Ontario Northland Railway – (Ontario Northland Transportation Commission)

I am writing to you as the Reeve of the Township of Evanturel, a small rural community located within the District of Temiskaming.

The Township of Evanturel has a population of 449 and has a modest tax base.

Located within the Township is the Temagami Subdivision of the Ontario Northland Railway (ONR) which is operated by the Ontario Northland Transportation Commission (ONTC). The ONR is governed by Provincial legislation and is not considered a Federal railway.

There are several level road crossings within the Township where municipal roads intersect with ONR's Temagami Subdivision.

It is believed that the Temagami Subdivision was originally constructed by the Temiskaming and Northern Ontario Railroad between 1911 to 1915. The Township of Evanturel was incorporated in 1904; and furthermore, it is my understanding that the roads within the municipality were already laid out at the time; and that the railroad was constructed over existing roads.

There does not appear to be any Provincial law which allocates the responsibility to pay expenses related to the construction and maintenance of level crossings between the ONR and the municipalities.

Level Road Crossings over which Federal railways operate, typically have Board Orders which set forth the respective responsibility of the railway and the municipality regarding the construction and maintenance of the crossing. There is no equivalent of a Board Order for Provincially regulated railways or any mechanism that allocates these costs.

From our examination of Township records, the Township has never been asked by the ONR to contribute to the construction or maintenance of any rail crossing within the Township of Evanturel.

Surprisingly, within the last few years, the ONR rendered several invoices to the Township of Evanturel regarding upgrades at various level crossings within the Township. Particulars of these invoices are set out below:

Date of Invoice	Invoice Number	Location	Amount
March 17, 2018	Estimate/Demand Letter	Bryan's Road, Mile 137.65	\$16,400.00 + HST
March 17, 2017	Estimate/Demand Letter	McBride Road, Mile 134.17	\$16,400.00 + HST
February 16, 2017	2015344	Boundary Road, Mile 131.67	\$17,909.88
December 7, 2015	2003079	Kerr's Road, Mile 136.52	\$16,119.91

There was no forewarning that these invoices would be rendered by the ONR. The "Estimate/Demand Letter" invoices have been included for information only; these projects have not yet been completed.

As indicated, there does not appear to be any legal authority which mandates the Township to contribute to the maintenance of the rail crossing.

The Township's dispute to pay these invoices has never been satisfactorily addressed by the ONR. Rather, legal counsel for the ONR has threatened an Application to the Local Planning Appeal Tribunal to force the Township to pay these invoices.

The Township finds this entire situation extremely unsettling since historically it was never required to make any payment towards the maintenance or construction of these rail crossings. This expense was exclusively paid for by ONR. Furthermore, for budgetary purposes our small municipality would consider these invoiced repairs/rehabilitations capital projects, which require planning over several years (not a project in the year payment was demanded); and would make budgeting even more difficult than it already is!

It is difficult to reconcile the fact that no invoices were ever rendered to the Township for well over 100 years.

Needless to say, the Township of Evanturel cannot afford and pay for the invoices rendered by ONR given its small tax base.

I would respectfully request that you review this with ONR so that the invoices rendered to the Township of Evanturel be withdrawn.

I do look forward to hearing from you.

Yours very truly,



Derek Mundle
Reeve
THE CORPORATION OF THE
TOWNSHIP OF EVANTUREL

c.c. TeMAG – Temiskaming Mayors Action Group
TMA – Temiskaming Municipal Association

Tel: (705) 544-8200
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www.evanturel.com

TOWNSHIP OF
EVANTUREL

245453 Hwy. 569
P.O. Box 209
Englehart, Ontario
P0J 1H0

November 5, 2018

John Vanthof
MPP Timiskaming-Cochrane
Unit 5, Pinewoods Centre
247 Whitewood Avenue
P.O. BOX 398
New Liskeard, Ontario
P0J 1P0

COPY

Dear Mr. Vanthof,

**Re: Ontario Northland Railway – Ontario Northland Transportation Commission
Township of Evanturel – Invoicing Dispute**

The Corporation of the Township of Evanturel has an ongoing issue with the Ontario Northland Railway (ONR) regarding invoices issued for repairs/maintenance for ONR crossings that cross roads in the municipality.

The municipality has sought legal advice regarding this issue; and recently the ONR has initiated/ filed an Appeal under the provision of the *Land Planning Appeals Tribunals Act* for payment of these invoices.

Our legal counsel has advised to make you as our MPP aware of this issue. Find enclosed a copy of a letter, plus attachments, prepared by Reeve Mundle, sent to Premier Ford, Honourable Ministers of Energy, Northern Development and Mines, Indigenous Affairs and Finance; and the Board of the Ontario Northland Transportation Commission. Copies haven sent to the Temiskaming Mayors Action Group, the Temiskaming Municipal Association and all municipalities in the District of Temiskaming.

Thank you for your time.

Yours truly,



Virginia Montminy
Clerk
THE CORPORATION OF THE
TOWNSHIP OF EVANTUREL
clerk@evanturel.com

Encl:



Premier of Ontario
Le premier ministre
de l'Ontario

Legislative Building
Queen's Park
Toronto, Ontario
M7A 1A1
Edifice de l'Assemblée législative
Queen's Park
Toronto (Ontario)
M7A 1A1

December 5, 2018

Mr. Derek Mundle
Reeve
Township of Eventuel
245453 Highway 569
PO Box 209
Englehart, Ontario
POJ 1H0

COPY

Dear Reeve Mundle:

Thank you for your letter on behalf of the Township of Eventuel about the Ontario Northland Transportation Corporation. I appreciate hearing your views and concerns about this issue.

The people of this province have put great trust in me, and I'll make certain that our government always puts people first and respects Ontario's hard-working taxpayers. I note that you have also written to the Honourable Greg Rickford, Minister of Energy, Northern Development and Mines. I'm sure the minister will also take council's views into consideration.

You can be sure that I'll keep your views and ideas in mind. Working with the people of this great province, we'll build a brighter future for Ontario.

Thanks again for the information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Ford', written in a cursive style.

Doug Ford
Premier of Ontario

TOWN OF LATCHFORD
RESOLUTION

MOVED BY: Emma Livingston

No.: 18/144 / 1/15.

SECONDED BY: Screen

Date: December 13th 2018

Be it resolved that the Corporation of the Town Of Latchford supports Evanturel Townships efforts to have ONR pay for repairs and maintenance to level crossings in Municipalities. (see attached)

COPY

Carried ✓ Amended _____ Defeated _____

[Signature]
Signature of Presiding Officer

DIVISION VOTE

FOR	AGAINST
_____	_____
_____	_____
_____	_____
_____	_____

Declaration of Pecuniary Interest/Conflict of Interest

_____ declared interest, abstained from discussion and did not vote on the question.

Clerk-Treasurer



COPY

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
REGULAR COUNCIL MEETING
December 18, 2018
RESOLUTION

Support - Township of Evanturel – Railway Crossing Maintenance

Resolution No. 2019-019

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Whereas the Township of Evanturel has sent correspondence to the Premier's Office of Ontario outlining the Township's dispute with the Ontario Northland Transportation Corporation (ONTC) arising from maintenance work on level crossings in the Township of Evanturel; and

Whereas the ONTC has initiated an Appeal under the provisions of the *Land Planning Appeals Tribunals Act* as the Township of Evanturel has not made payment on invoices rendered by ONTC for maintenance work on level crossings; and

Whereas Evanturel has retained legal counsel that has sent correspondence to the Land Planning Appeals Tribunal setting out the Township's position that it bears no liability to pay the ONTC for repairs or maintenance at level crossings; and

Whereas Evanturel has requested of ONTC a copy of the Order or any Legislative Authority upon which maintenance costs incurred by ONTC can be invoiced to the Township of Evanturel; and

Whereas the City of Temiskaming Shores is in a similar position in that ONTC invoices for repairs and maintenance at level road crossings within Temiskaming Shores;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the position of the Township of Evanturel in regards to the invoicing by ONTC for repairs and maintenance at level crossings; and

Furthermore that a copy of this resolution be sent to the Honourable Douglas Ford, Premier of Ontario, Honourable Greg Rickford Minister of Energy, Northern Development and Mines and the Township of Evanturel.

CARRIED

Certified true copy

David B. Treen
Municipal Clerk

Chris Oslund

From: Minister Steve Clark <mah@ontario.ca>
Sent: Thursday, May 2, 2019 4:03 PM
To: Chris Oslund
Subject: More Homes, More Choice: Ontario's Housing Supply Action Plan

La version française suit.

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000
Fax: 416 585-8470

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000
Télééc. : 416 585-8470



19-002850

Dear Head of Council:

Ontario's Government for the People is committed to building more housing and bringing down costs for the people of Ontario. To help fulfill this commitment, we have developed a broad-based action plan to address the barriers getting in the way of new ownership and rental housing.

More Homes, More Choice (the action plan) outlines our government's plan to tackle Ontario's housing crisis, while encouraging our partners to do their part. We are taking steps to make it faster and easier for municipalities, non-profits and private firms to build the right types of housing in the right places, to meet the needs of people in every part of Ontario.

As part of the action plan, we are proposing changes that would streamline the complex development approvals process to remove unnecessary duplication and barriers, while making costs and timelines more predictable. We are also proposing changes that would make it easier to build certain types of priority housing such as second units.

On May 2, 2019, the government introduced Bill 108 (the bill), the proposed More Homes, More Choice Act, 2019, in the Ontario Legislature. While the bill contains initiatives from various ministries, I would like to share some details regarding initiatives led by the Ministry of Municipal Affairs and Housing.

Planning Act

Schedule 12 of the bill proposes changes to the Planning Act that would help make the planning system more efficient and effective, increase housing supply in Ontario, and streamline planning approvals.

If passed, the proposed changes would:

- Streamline development approvals processes and facilitate faster decisions,
- Increase the certainty and predictability of the planning system,
- Support a range and mix of housing options, and boost housing supply,
- Make charges for community benefits more predictable, and
- Make other complementary amendments to implement the proposed reforms, including how the proposed changes would affect planning matters that are in-process.

Amendments to the Planning Act are also proposed to address concerns about the land use planning appeal system. Proposed changes would broaden the Local Planning Appeal Tribunal's jurisdiction over major land use planning matters (e.g., official plan amendments and zoning by-law amendments) and give the Tribunal the authority to make a final determination on appeals of these matters. The Ministry of the Attorney General is also proposing changes to the Local Planning Appeal Tribunal Act, 2017 to complement these changes (see Schedule 9 of the bill).

Development Charges Act

Schedule 3 of the bill proposes changes to the Development Charges Act that would make housing more attainable by reducing costs to build certain types of housing and would increase the certainty of costs to improve the likelihood of developers proceeding with cost sensitive projects, such as rental housing.

If passed, the proposed changes would:

- Make it easier for municipalities to recover costs for waste diversion,
- Increase the certainty of development costs in specific circumstances and for certain types of developments,
- Make housing more attainable by reducing costs to build certain types of homes, and
- Make other complementary amendments to implement the proposed reforms.

Further consultation on the Planning Act and Development Charges Act

We are interested in receiving any comments you may have on the proposed changes to the Planning Act and the Development Charges Act. Comments on these proposed measures can be made through the [Environmental Registry of Ontario](#) as follows:

- Planning Act: posting number 019-0016
- Development Charges Act: posting number 019-0017

The Environmental Registry postings provide additional details regarding the proposed changes.

A Place to Grow: Growth Plan for the Greater Golden Horseshoe

A Place to Grow: Growth Plan for the Greater Golden Horseshoe is an important part of the action plan that addresses the needs of the growing population, the diversity of the region and its people, and the local priorities. With A Place to Grow, we will make it faster and easier to build housing so that the growing number of people who live and work in the Greater Golden Horseshoe can find a home.

We recognize that different parts of Ontario need different solutions, including Northern and rural Ontario. While the Growth Plan for Northern Ontario continues to guide long-term economic growth in the North, our government is taking steps right now to support this growth by reducing red tape and burdens in Ontario's Northern and rural communities with **More Homes, More Choice**.

Taken together, the actions outlined in **More Homes, More Choice** - including the proposed changes detailed above - will make it easier to build the right types of housing in the right places, make housing more affordable and help taxpayers keep more of their hard-earned dollars. Building more housing will make the province more attractive for employers and investors, proving that Ontario is truly Open for Business.

This action plan is complemented by our recently announced **Community Housing Renewal Strategy**, which will help sustain, repair and grow our community housing system. Together these two plans will ensure that all Ontarians can find a home that meets their needs.

At the same time, **More Homes, More Choice** underscores our commitment to maintain Ontario's vibrant agricultural sector and employment lands, protect sensitive areas like the Greenbelt, and preserve cultural heritage. Our plan will ensure that every community can build in response to local interests and demand while accommodating diverse needs.

Our government recognizes the key role that municipalities will play in implementing the action plan, and we know that you share our desire to bring more housing to the people of Ontario. I look forward to working with you as we implement **More Homes, More Choice**.

Sincerely,



Steve Clark
Minister

c:
Chief Administrative Officer
Clerk

1.0 CALL TO ORDER

The meeting was called to order at 6:33 p.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Tammie Caldwell requested that under Section 7. Delegations/Presentations Subsection i) that a presentation from Alex Regele and Katherine Trudel re: Minor Ball Non-Resident User Fees be added.

Councilor McArthur requested an addition to the agenda under Section 9. New Business Subsection xii) James Patterson – Request for reduction in ice fees.

4.0 APPROVAL OF AGENDA

Recommendation RS-2018-014

Moved by: Chuck Durrant

Seconded by: Carman Kidd

Be it recommended that the Recreation Services Committee Agenda for the March 11, 2019 meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest and general nature

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2019-015

Moved by: Simone Holzamer

Seconded by: Chuck Durrant

That the minutes of the Recreation Services Committee of February 11, 2019 be adopted as presented.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

- i) Alex Regele, Katherine Trudel – Minor Ball Non-Resident User Fees

The smaller communities in the Minor Ball League are having a difficult time fielding teams as the number of children playing is decreasing. The children/youth that would like to continue to play could register with the Temiskaming Shores program and still use the fields and equipment of the small township that they come from. Games are played half in Temiskaming Shores and half out of town. In time, all of the smaller communities may have to join up with Temiskaming Shores which would be beneficial to ensure that all teams in the league are as equal as possible to ensure competitive games and not 'stacked'. The request was to have the non-resident user fee waived for the Minor Ball program.

Discussion took place in regard to the smaller townships covering the cost of the Non-resident user fee as is done in other townships, and the appetite for the smaller townships to pay a lump sum fee for year that would eliminate non-resident user fees for the individual.

Discussion also took place in regard to the availability of playing fields in Temiskaming Shores and if playing at out of town facilities where a program is not offered is required.

8.0 UNFINISHED BUSINESS

- None

9.0 NEW BUSINESS

- i) City Manager – Conflict of Interest

This item was moved up in the agenda to follow Section 6.0 Review and Adoption of Previous Minutes.

- ii) Programming Update – Jeff Thompson

Jeff was attending the Lions Club monthly meeting and joined the Recreation Committee at 7:00 pm. He updated the Committee on the presentation to the New Liskeard Lions Club in regard to the Tennis Court re-surfacing project and Pickleball courts.

The Committee received the presentation for information purposes.

iii) Parks and Facilities Update – Paul Allair

The Committee received the presentation for information purposes

iv) Property Maintenance Update – Tammie Caldwell

The Committee received the presentation for information purposes

v) Director's Update

The Committee received the presentation for information purposes.

vi) Ball Field Proposal

At the February 11th, 2019 meeting a presentation was made by Nolan Dambrowski, Clint Bearisto and Ian Duval requesting the Temiskaming Shores Baseball Diamond Improvements at Algonquin Beach Park be considered in the 2020 budget and to consider allowing the project to move forward without financial considerations at this time.

The Committee discussed the request and determined that it would be in the best interest of the city and the presenters to defer the request to the completion of the Recreation Master Plan which is budgeted to begin in 2019 and completed in 2020.

Recommendation RS-2019-016

Moved by: Simone Holzamer

Seconded by: Chuck Durrant

That the Recreation Services Committee defer the request for the Algonquin Beach Park Improvements to the Recreation Master Plan process and that Nolan Dambrowski, Clint

Bearisto and Ian Duval be included in the public consultation process for the Recreation Master Plan.

CARRIED

vii) Centre de Santé – Riverside Place – Request to Waive Rental Fee

The Committee discussed the request from the Centre de Santé to waive the rental fee for Riverside Place for the annual community walk and lunch on May 9th, 2019 and the annual senior's lunch on June 5th, 2019

Recommendation RS-2019-017

Moved by: Carman Kidd

Seconded by: Danny Lavigne

That the Recreation Services Committee approve the request from the Centre de Santé to waive the rental fee for Riverside Place for the annual community walk and lunch on May 9th, 2019 and the annual seniors lunch on June 5th, 2019.

viii) AC 15 Hockey Tournament – Request for Use of Lobby

The Committee discussed the request from Linda St. Cyr on behalf of the AC15 Organizing Committee requesting approval to once again host a licensed area in the lobby of the Don Shepherdson Memorial Arena April 5th to 7th, 2019.

The request was approved in 2018 as a pilot project and it was very well managed and received. There were no issues identified with the licensed area and the concession operators were very accommodating.

Recommendation RS-2019-018

Moved by: Carman Kidd

Seconded by: Danny Lavigne

That the Recreation Services Committee approve the request from Linda St. Cyr requesting approval to once again host a licensed area in the lobby of the Don Shepherdson Memorial Arena April 5th to 7th, 2019.

CARRIED

ix) Ryan Soucie, Caribbean Goodwill Tour – Request to waive fee for Ball Fields

The Committee reviewed the request to waive the rental fee for the use of the ball fields for the charity tournament to raise funds for the Caribbean Goodwill Tour.

Recommendation RS-2019-019

Moved by: Carman Kidd

Seconded by: Chuck Durrant

That the Recreation Services Committee directs staff to inform Mr. Soucie that the rental fee of \$28.00 per game or \$115.00 per day plus HST will apply.

CARRIED

- x) Minor Ball Program – Non-Resident User Fee

The Committee discussed the request to waive the Non-Resident User Fee for the Minor Ball Program and determined that the policy to charge the fee to individuals not living within the boundaries of the City of Temiskaming Shores would apply as it does for all Temiskaming Shores programs.

Recommendation RS-2019-020

Moved by: Simone Holzamer

Seconded by: Danny Lavigne

That the Recreation Services Committee directs staff to inform the Temiskaming Shores Minor Ball Program that the Non-resident user fee will apply to the Minor Ball Program as per By-Law No. 2012-039.

- xi) Tri-Town Ski and Snowboard Village – Canada D'Eh Summerfest Concert

The Committee discussed the request from the Tri-Town Ski and Snowboard Village for permission for the use of land, saddle tent, picnic tables, use of transformers and electrical, use of arena for banking area, fencing, manpower for set up and take down, the stage inside the NL Arena in case of rain and promotional support.

Recommendation RS-2019-021

Moved by: Simone Holzamer

Seconded by: Chuck Durrant

That the Recreation Services Committee approve the request from the Tri-Town Ski and Snowboard Village with the understanding that there is limited fencing available from the

municipality, city staff will set up the saddle tent, city staff will arrange the delivery and pick up of fencing and picnic tables but will not guarantee manpower for set up and take down. The request for promotional support will be forwarded to the Economic Development Officer for the municipality.

CARRIED

- xii) James T. Patterson – Request for reduction in ice fees March 23 and 24 and April 11 to 14

The Committee discussed the request from James Paterson to have the ice rental fee reduced for a girls tournament March 23 and 24 and the Bantam OHF tournament April 11 to 14.

Recommendation RS-2018-022

Moved by: Chuck Durrant

Seconded by: Danny Lavigne

That the Recreation Services Committee direct staff to inform Mr. Paterson that the youth hourly ice rental rate of \$96.00 plus HST will be applied for the March 23 and 24th tournament and the April 11 to 14, 2019 tournament.

CARRIED

10.0 SCHEDULE OF MEETINGS 2019

- April 8
- May 13
- June 10
- September 9
- October 14
- November 18
- December 9

11.0 CLOSED SESSION

There was no closed session.

12.0 ADJOURNMENT

Recommendation RS-2018-023

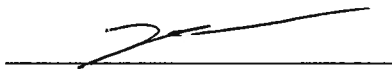
Moved by: Dan Lavigne

Be it resolved that the Recreation Services Committee meeting of Monday February 11, 2019 be adjourned at 8:45 p.m.

CARRIED



Committee Chair



Recorder

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: May 7, 2019
Subject: Haileybury Heritage Museum Request
Attachments: Letter of Request

Mayor and Council:

The municipality received a letter of request from the Haileybury Heritage Museum on April 18th, 2019 requesting donations for a large fundraising live auction they will be hosting on Sunday June 2nd, 2019 to generate much needed funds for the community museum.

The request included a one-year membership at the Waterfront Pool/Fitness Centre or a one-year boat slip rental and the use of 30 rectangular tables for the event (to be picked up and returned by the Organizing Committee). A number of years ago, the municipality determined that tables and chairs would not be rented out or loaned as the cost of replacement was significant. The museum plays a significant role in the preservation of the history of the municipality and works diligently as a not-for-profit organization to keeps the doors open to the public.

Staff have reviewed the request and recommend the donation of a one-year fitness membership for the Waterfront Pool/Fitness Centre and the use of the tables for the event on a one time only basis and under the condition that they are picked up and returned by the Event Organizing Committee.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Tammie Caldwell
Director of Leisure Services

Christopher W. Oslund
City Manager



HAILEYBURY HERITAGE MUSEUM

575 Main Street, P.O. Box 911,
Haileybury, Ontario
POJ 1K0



April 17, 2019

Tammie Caldwell
Director of Recreation
City of Temiskaming Shores

Hello Tammie,

On Sunday, June 2, 2019, the Haileybury Heritage Museum will be holding a large fundraising live auction at the Cobalt-Haileybury Curling Club. It is our hope that this event will generate much needed funds in our efforts to continue our operation as a community museum.

While we are presently receiving many donations throughout the area, I would like you to consider helping us host this auction by allowing us to borrow approximately 30 rectangular tables to be used to display the auction items in the curling club. We are willing to provide museum volunteers to pick up and return these tables.

On another note, we would like to also ask the city to consider providing a donation to this auction. A couple of ideas that come to mind include a membership at the Pool & Fitness Centre or a one-year boat-slip rental at one of our two marinas. If any donation could be provided, it would be greatly appreciated.

In closing, I would like to thank you for your help and hope that you may join us on June 2 at the auction. Thank you.

A handwritten signature in black ink that reads 'Brian Dobbs'.

Brian Dobbs
Auction Organizer

Haileybury Heritage Museum
575 Main St.
Haileybury, Ontario
POJ 1K0
Ph. 705-672-1922
Email – hbmuseum@hotmail.ca

Phone: 705-672-1922 Fax: 705-672-2551
Email: hbmuseum@hotmail.ca

Subject: ICIP Funding Application - Replacement of Roy's Bridge (Uno Park Rd.) **Report No.:** PW-010-2019
Agenda Date: May 7, 2019

Appendix 01: Investing in Canada Infrastructure Program Funding Guidelines
Appendix 02: 2016 OSIM Bridge Insp. Report – Uno Park Road Bridge (Roy's Bridge)
Appendix 03: Road Services and Repair Agreement with Harley Township
Appendix 04: Resolution – Harley Township

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-010-2019 regarding the reconstruction of the Uno Park Road Bridge (known locally as "Roy's Bridge");
2. That Council acknowledges that road services and repairs of Uno Park Road is a shared responsibility with the Corporation of the Township of Harley through By-law No. 2015-120;
3. That Council considers that, through the development of the Asset Management Plan, the existing structure located on Uno Park Road, being a boundary road between Temiskaming Shores and Harley Township, will be confirmed as a significant priority for the City of Temiskaming Shores; and
4. That Council directs staff to work with the Township of Harley to finalize and submit an Application, complete with all applicable documentation, to the Investing in Canada Infrastructure Program (ICIP); Rural and Northern Communities Funding Stream for the replacement of "Roy's Bridge" prior to the May 14, 2019 deadline.

Background

On March 18th, 2019 the Honourable Monte McNaughton, Minister of Infrastructure, announced that the Rural and Northern stream of the Investing in Canada Infrastructure Program (ICIP) was open to approximately 500 eligible Ontario communities with populations under 100,000 through the Grants Ontario website for an eight week period to nominate their road, bridge, air or marine infrastructure projects online.

The application process will handle the application intake, review, nomination, reporting and transfer payment management processes - all in one place.

Analysis

Initially it was hoped that, given the fact that the former Ontario Community Infrastructure Fund (OCIF) had been cancelled and that notification had been received by the City that funding requested in the application submitted in August of 2018 would not be forthcoming, perhaps the Albert Street Reconstruction Project would be an excellent candidate for the new funding stream. However, upon further review of the program guidelines (attached as Appendix 01) it was determined that the replacement of buried infrastructure is not eligible for funding. In total, \$250M of federal funding is available over the next ten (10) years with the province contributing up to 33.33% costs and the municipality or partners to contribute between 6.67 to 16.67% of the eligible costs for the project.

Assessment Criteria for the funding program is described as follows;

Criterion 1: Criticality of health and/or safety risk

Projects will be assessed according to critical health and safety aspects (primary project type only). The technical schedule will provide asset type specific questions for describing the health and safety risk.

(1) Road project: Road infrastructure projects will be assessed for safety in terms of collisions and the reduction of collisions or collision severity associated with the project. This could be assessed through collision history, traffic volumes and Collision Modification Factor or Operational Performance Function depending on the project and information available.

(2) Bridge projects: Bridge infrastructure projects will be assessed for safety in terms of the condition of the structure, which must be determined through an inspection carried out within the last two years in accordance with the Ontario Structure Inspection Manual (OSIM) or equivalent.

Criterion 2: Technical merit of proposed project

Projects will be assessed based on technical merit relative to industry standards. Projects must clearly demonstrate that the proposed project will address the noted critical health and safety risk, and how they meet the federal outcome of Improved and/or more reliable transportation (road, air and marine) infrastructure. The technical schedule will provide asset specific questions for describing the technical merit and reliability of the proposed project.

Criterion 3: Funding need for the proposed project

Projects will be assessed according to greater funding need, including the cost of the proposed project per household, median household income and weighted property assessment per household.

Note: for Indigenous communities, proxy values may be applied.

In general, applicants with greater funding need (i.e., higher project cost per household, lower median household income, lower weighted property assessment per household) will be more competitive in the evaluation process. However, applicants must still be able to fund all project costs and potential cost over-runs to be eligible for funding.

Criterion 4: Efficiencies through joint projects

Additional consideration will be given to joint projects for providing benefit to multiple communities and generating economies of scale.

Given the above noted criteria, staff reviewed a number of potential projects as well as contacted potential neighbouring municipalities (partners) regarding projects of mutual benefit, that could qualify for nomination for ICIP funding.

At the Public Works Committee Meeting held on April 4th, 2019, a recommendation that staff follow-up on earlier discussions in regards to partnering with the Township of Harley for submission of an application to the ICIP for the reconstruction of the Uno Park Road Bridge East (locally known as Roy Bridge) was discussed. Pending approval from both Councils, it was recommended that the project be nominated for consideration for funding in the Rural and Northern stream of the program.

Relevant Policy / Legislation / City By-Law

N/A

Asset Management Plan Reference

6.5.1 Priority Replacement Projects – 6.5.1.5 5 Bridges

Consultation / Communication

- Presentation to and discussion with Public Works Committee – March 21st & April 4th, 2019.
- Consultation with Twp. Of Harley staff – April 1st, 4th & 11th 2019
- Municipal Council advised of OCIF cancellation – April 2nd, 2019.
- Administrative Report PW-010-2019 to Council, April 16th, 2019.

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

At this time staffing implications related to the preparation and submission of the Application for funding will be limited to normal administrative and operational functions and duties of existing municipal staff. If successful, the design and tendering of the bridge construction is anticipated in 2020 with the construction to be completed in 2021.

Alternatives

1. King Street Resurfacing - from Louise Street (Mileage 104) northward for an undetermined distance.

2. King Street Resurfacing – from Groom Drive southward for an undetermined distance.
3. Golf Course Road Bridge (East) Rehabilitation
4. Mowat Landing Road Bridge and Approaches Rehabilitation
5. Firstbrooke Line Road Bridge Replacement
6. Uno Park Road Bridge (East) Replacement

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

**Investing in Canada Infrastructure Program - Rural and Northern Communities Funding
Stream Ontario Program Guidelines**



**INVESTING IN CANADA INFRASTRUCTURE PROGRAM:
Rural and Northern Communities Funding Stream**

Program Guidelines – 2019 Intake
March 2019

Investing in Canada Infrastructure Program - Rural and Northern Communities Funding Stream Ontario Program Guidelines

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1. Overview – Investing in Canada Infrastructure Program

The Investing in Canada Infrastructure Program (ICIP) is a federal program designed to create long-term economic growth, build inclusive, sustainable and resilient communities and support a low-carbon economy.

Through the ICIP, the federal government is providing \$11.8 billion dollars in federal infrastructure funding to cost-share projects under the following four streams:

- Public Transit
- Green Infrastructure
- Community, Culture and Recreation
- **Rural and Northern Communities**

The Province of Ontario is a cost sharing partner in these programs. Under this intake of the Rural and Northern Communities Funding Stream, Ontario is supporting transportation priorities of small, rural and northern communities.

2. Objectives – Rural and Northern Communities Stream

The Rural and Northern Communities Funding Stream supports projects that improve the quality of life in rural and northern communities by responding to rural and northern infrastructure priorities. Approximately \$250 million in federal funding will be available over 10 years starting in 2018-19. The province will roll-out the funding through multiple intakes.

The objective of the current intake is to:

- Support improved and/or more reliable **road** assets
- Support improved and/or more reliable **bridge** assets
- Support improved and/or more reliable **air** infrastructure assets
- Support improved and/or more reliable **marine** infrastructure assets

The current intake targets **near-term transportation improvement projects**. Future intakes may prioritize other federal and provincial priorities, such as improved broadband connectivity.

Note: Rural and Northern Communities Funding – 2019 Intake is a competitive process. Funding approval is not guaranteed. In addition, the province may contact an applicant to request additional information or for clarification on information provided in the application form or supporting documentation.

3. Applicant Eligibility

Eligible applicants under the Rural and Northern Communities Funding stream are:

- Ontario municipalities with a population of 100,000 or less based on 2016 Statistics Canada Census data; and
- Indigenous communities in Ontario, defined as band councils under the *Indian Act* (i.e. Indian Act Band Councils). For additional clarity, see federal language in the Appendix.

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Note: Joint projects between multiple eligible applicants are encouraged and additional consideration will be given to joint projects as part of the assessment.

4. Project Eligibility and Conditions

4.1 Eligible Projects

(1) **Eligible project stages:** A project must include a capital component. A project may also include pre-construction planning and design work; however, planning and design work are not eligible as stand-alone projects.

(2) **Eligible asset type:**

- road;
- bridge;
- air; and
- marine.

(3) **Eligible project types:**

- new construction;
- rehabilitation; or
- replacement work.

(4) **Other requirements:**

- **Road/Bridge asset types:** Highway or trade corridor infrastructure, *except for portions that connect communities that do not already have year-round access*, are not eligible. In addition, resource development infrastructure, notably industrial resource development access roads, are not eligible.
- **Air asset type:** Projects are limited to ground-based infrastructure such as runways, aprons and taxiways, lighting systems, terminals, garages, and airside elements such as de-icing systems. Projects are limited to Regional/Local airports and must be compliant with *Canadian Aviation Regulations* and other Transport Canada regulations, including certification by Transport Canada.
- **Marine asset type:** Projects are limited to marine vessels and docking infrastructure which support improved community access to transportation. Pleasure crafts and related infrastructure, including marinas, are not eligible. Projects must be compliant with the *Canada Shipping Act* and other Transport Canada regulations.
- **Bundling of eligible asset types:** Applicants must select only one primary project asset type but may bundle more than one eligible project asset type. For example, a project may have both road and bridge components. If an applicant submits a bundled project, a majority of the total eligible project costs (at least 51%) must be for the primary project type and the applicant should only complete the technical schedule for that primary project type. Bundled projects must demonstrate that each component of the project is inter-related and meets eligibility requirements.
- **Bundling of ineligible asset types:** Applicants may also undertake other capital works (i.e., water, wastewater and/or stormwater) for a project submitted for funding; however, costs associated with ineligible asset work will **not** be eligible for funding as it does not

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meet federal requirements. Costs for ineligible asset types should not be included in the total eligible project costs.

- **Physical Connectivity of Components:** The entire project, and any bundled components, must be contiguous (i.e., the same geographic location and where all components of the project touch/intersect). For example, a road project must not have any breaks between work sections.
- **Location/Benefit:** Projects must be situated within, and be for the direct benefit of, a rural and northern eligible applicant.
- **Asset ownership:** Municipalities must attest to owning the infrastructure assets put forward for funding. Indigenous applicants must attest to having care and control over the infrastructure assets put forward for funding. *Please note the exception for Air/Marine assets below.*
- **Exceptions for Air/ Marine asset ownership:** Air and/or marine projects do not need to be owned by the eligible applicant. Rather, the air or marine asset may be owned by a for-profit or non-for-profit entity. However, the eligible applicant and the asset owner must endorse the project. The eligible applicant must attach a Municipal Council Resolution or Band Council Resolution in support of the project as well the asset owner's letter of support from a signing authority. In doing so, the project will be considered the applicant's sole project submission. **Municipalities or Indigenous communities who endorse an air or marine project cannot submit another project application.** If you are considering this type of project, please first contact 1-877-424-1300 or ICIPRural@ontario.ca to verify eligibility before submission.

4.2 Joint Projects

Joint projects between eligible applicants are encouraged. Joint projects are those where each **co-applicant contributes financially** to the project. All applicants must meet the applicant eligibility criteria.

Joint projects may be larger than projects submitted by a single applicant, as joint applicants may combine the grant funding they request.

If a joint project is submitted, it counts as a project put forward for each individual applicant (i.e., a municipality or Indigenous community cannot submit a joint application in addition to a stand-alone application). The lead applicant will be required to sign a transfer payment agreement with the province and also enter into a partnership agreement with the other eligible applicant(s) that will be contributing to the project. Funds will only be made available to the lead applicant, who is responsible for the financial management of the project and meeting provincial reporting requirements.

4.3 Project Conditions

Projects must comply with the following conditions to be considered eligible:

- (1) **Contract Award Date:** Contracts must be awarded after federal approval of funding. Contracts awarded before approval of funding are not eligible for reimbursement.

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- (2) **Energy standards:** Projects must meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.
- (3) **Accessibility standards:** Projects must meet or exceed the requirements of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws.
- (4) **Asset management plans [municipalities only]:** Projects should be informed by an applicant's asset management plan. This means the proposed project was identified based on the plan's prioritized lifecycle activities (e.g., construction, maintenance, renewal, rehabilitation, replacement, etc.) for the applicable asset category (e.g., roads or bridges). For example, if an applicant has identified road needs as a priority lifecycle activity within its asset management plan, then submission of a road project would be appropriate. Where not based on an asset management plan, a strong rationale must be provided in the application form.
- Note:** project prioritization in an asset management plan does not apply in cases where the project assets are not owned by the municipality (i.e. air/marine assets).
- (5) **Supporting documentation [Indigenous communities only]:** Projects should be identified in, or supported by, a 5-Year Capital Plan; a Comprehensive Community Plan; a Strategic Community Plan; an Asset Conditions Reporting System report; a Feasibility Study or Detailed Design. Where not based on a supporting document, a strong rationale must be provided. The province may request an electronic copy of one supporting document during the project review stage.
- (6) **Financial sustainability:** Projects should have a financial plan in place to operate the assets and not seek senior level government support for operational funding. First Nations applicants may have operational funding arrangements with the federal government that satisfy this condition.

4.4 Other Federal Requirements

Additional federal governments requirements are below. For additional clarity, see federal language in the Appendix.

- Applicants must complete a climate lens assessment for projects with total eligible costs of \$10 million or more. Climate lens submission may be completed **after** provincial nomination.
- Applicants may report on community employment benefits for projects with total eligible costs of \$10 million or more. Applicants not reporting on community employment benefits should provide a rationale.
- Applicants must adopt a value for money procurement approach.
- Any requests for sole source procurement exemptions will be evaluated on a case-by-case basis and requires **pre-approval** by the federal and provincial governments. **Sole source procurement is not encouraged as approval is not guaranteed.**

5. Project Submission Process

5.1 Number of Project Submissions

Each eligible applicant can submit a maximum of **one project submission**.

If an applicant is party to a joint project submission, then participation in the joint-project submission will be counted as their single project submission.

If an applicant is acting as the nominating applicant for a project asset that is owned by a for-profit or not-for-profit entity (air or marine infrastructure assets only), then participation in this form of 'transferred nomination' will be counted as their single project application.

5.2 Submissions and Funding Approval Steps

Step 1: Applicants must register or login online through the Province of Ontario's online grant portal, **Grants Ontario**. Step by step support for working with the online grant portal are found [here](#). For full functionality, the support tool link must be opened in Internet Explorer.

Step 2: Applicants must fully complete one Rural and Northern Communities Funding Stream application form and the applicable technical schedule. Completion of **only one technical schedule is required**; the technical schedule must correspond to the primary project asset type. **The application form and the associated technical schedule are available through the Grants Ontario online portal**. Please follow the prompts in the application form and technical schedule to respond to each question.

Step 3a [joint projects]: A joint project submitted by multiple applicants must provide supporting documentation by way of an individual partner-member municipal council resolution or a band council resolution, clearly stating the project name and recipient contribution to the project. Single applicants (i.e. non-joint projects) do not have to submit a council resolution at the application stage.

Step 3b [transferred nomination projects]: A transferred nomination project, where the applicant is not the asset owner, must provide supporting documentation by way of an applicant municipal council resolutions or a band council resolution, and a letter of support from the asset owner agreeing to participate in the program. *The province will provide additional support to coordinate this issue at the transfer payment agreement stage.*

Step 4: The application and required attachments (i.e., technical schedules, supporting documents, etc.) must be submitted through Grants Ontario by **11:59 p.m. EDT on May 14th, 2019**. A scanned application form will not be accepted. Failure to meet submission requirements will result in an incomplete submission and the submission may be considered ineligible. **If you are unable to submit the application form through the Grants Ontario or have any additional questions, please contact: 1-877-424-1300 or ICIPRural@ontario.ca.**

Step 5: Once the completed application form has been submitted, an automated acknowledgement of receipt and a file number will be emailed to the applicant.

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Step 6: Projects will be assessed by the province and nominated for federal government review and approval. **Provincial project nomination to the federal government does not guarantee funding approval.**

Step 7: Applicants will be notified of both successful and unsuccessful projects. Provincial staff will be available to provide feedback for unsuccessful projects, if requested.

Step 8: The province may request applicants to provide assurance that the recipient share of funding to undertake and complete the project has been secured.

Step 9: Successful applicants will be required to obtain a municipal by-law or band council resolution to execute the project level transfer payment agreement with the provincial government.

Step 10: The transfer payment agreement will require procurement to be executed through a value-for-money process. Projects must undertake a competitive pricing or tendering process to demonstrate value-for-money. Applicants may be requested by the province to provide:

- Copies of proposals or bids from three (3) bidders;
- Statement indicating selected bidder; and
- Written explanation if the lowest bid is not chosen.

6. Timelines

- Applications and all supporting documentations must be submitted through Grants Ontario by **11:59 p.m. EDT on May 14th, 2019.**

Note: that applications will not be accepted after this time. All supporting documentation must also be submitted by the deadline in order to be considered part of the application. Applicants cannot change the proposed project after the application deadline unless extraordinary circumstances arise (e.g., the collapse of a local bridge) and permission is granted by the province.

- The province will notify applicants if their project has been selected for nomination to the federal government for review and approval in **summer 2019 (estimated).**
- Applicants will be notified of the federal funding decision in the **summer/fall of 2019 (estimated).**
- Projects must be completed by **October 31, 2026.**

7. Evaluation Process

7.1 Recipient Eligibility and Application Completeness

Recipients must meet program eligibility requirements. Additionally, all mandatory fields of the application form must be populated correctly for a submission to be considered validated and complete.

7.2 Project Scope Review

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Projects must meet federal project eligibility requirements, be technically viable and be achievable within the program timelines.

7.3 Alignment with Provincial Policies

7.3.1 Land Use Planning

Municipal projects must align and support the expected and required provincial priorities and outcomes, as set out in provincial land use policy, provincial land use plans, municipal official plans and supported by policy direction in the Provincial Policy Statement (PPS).

7.3.2 Asset Management Planning

The asset management planning regulation sets out new requirements for undertaking municipal asset management planning. The regulation is being phased in over a 6-year period, with progressive milestone requirements for municipalities.

For clarity, at the time of application, the asset management plan used to inform the proposed project can be developed according to either the province's 2012 Guide (*Building together: guide for municipal asset management plans*) or asset management planning regulation (*O. Reg. 588/17 Asset Management Planning for Municipal Infrastructure*).

As part of project reporting requirements, and to remain eligible for funding, successful municipal applicants are required to submit their updated asset management plans in accordance with the regulation for the duration of the project. For example, municipalities that have an active project in 2021 will be required to submit asset management plans developed in accordance with the first phase of the regulation. Please refer to the Appendix which summarizes key regulation milestones in 2021, 2023 and 2024 for municipal asset management plans.

For more information about asset management planning, as well as tools and supports available to help municipalities develop and improve their plans, please visit the <http://www.ontario.ca/assetmanagement>.

7.4 Assessment Criteria

The province will assess and prioritize projects for federal nomination and funding based on the following criteria:

Criterion 1: Criticality of health and/or safety risk

Projects will be assessed according to critical health and safety aspects (*primary project type only*). The technical schedule will provide asset type specific questions for describing the health and safety risk.

- (1) **Road project:** Road infrastructure projects will be assessed for safety in terms of collisions and the reduction of collisions or collision severity associated with the project. This could be assessed through collision history, traffic volumes and Collision Modification Factor or Operational Performance Function depending on the project and information available.
- (2) **Bridge projects:** Bridge infrastructure projects will be assessed for safety in terms of the condition of the structure, which must be determined through an inspection carried out within the last two years in accordance with the Ontario Structure Inspection Manual (OSIM) or

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equivalent. Submission of a Municipal Structure Inspection Form with adequate photos showing defect or deterioration is a requirement for all bridge projects. In addition, any critical structural features, such as hold down anchors that are not visible for inspection, drop-in spans etc. must be included in the assessment of the project.

(3) Air projects: Air infrastructure projects will be assessed for safety in terms of improvements to ground-based infrastructure that improves passenger access to communities. Safety may also consider increased capacity to deliver health care and emergency services, which would otherwise be inaccessible. Projects in communities where air transportation is the primary reliable, year-round mode of transportation will be prioritized.

(4) Marine projects: Marine infrastructure projects will be assessed for safety in terms of improvements to vessels (including machinery) and docking infrastructure that improve passenger and/or vehicular access to communities. Safety may also consider increased capacity to deliver health care and emergency services, which would otherwise be inaccessible. Projects in communities where marine transportation is the primary reliable mode of transportation will be prioritized.

Criterion 2: Technical merit of proposed project

Projects will be assessed based on technical merit relative to industry standards. Projects must clearly demonstrate that the proposed project will address the noted critical health and safety risk, and how they meet the federal outcome of ***Improved and/or more reliable transportation (road, air and marine) infrastructure***. The technical schedule will provide asset specific questions for describing the technical merit and reliability of the proposed project.

Criterion 3: Funding need for the proposed project

Projects will be assessed according to greater funding need, including the cost of the proposed project per household, median household income and weighted property assessment per household. **Note:** for Indigenous communities, proxy values may be applied.

In general, applicants with greater funding need (i.e., higher project cost per household, lower median household income, lower weighted property assessment per household) will be more competitive in the evaluation process. However, applicants **must still be able to fund all project costs and potential cost over-runs to be eligible for funding.**

For projects where air and marine assets are owned by a third-party (i.e. not the municipality or Indigenous community), applicants should clearly note whether user fees are collected (i.e. landing fees/passenger fees).

Criterion 4: Efficiencies through joint projects

Additional consideration will be given to joint projects for providing benefit to multiple communities and generating economies of scale.

8. Financial, Contractual and Reporting Requirements

8.1 Maximum Project Costs

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The maximum total eligible cost per project for a single applicant is **\$5 million**.

For projects with multiple applicants (i.e., joint projects), each applicant can submit up to \$5 million of total eligible project costs. For example, a joint project with three eligible co-applicants can submit a project with a maximum total eligible project cost of \$15 million.

Note: Projects that have a total eligible cost of more than \$10 million must complete a federal climate lens assessment and report on community employment benefits. See Appendix for more information.

Note: Applicants must pay for all ineligible project costs as well as any cost over-runs experienced on a project. **Cost over-runs reflect any costs that exceed the total project cost submitted at the time of application.**

8.2 Cost Sharing

The following breakdown defines the maximum cost share percentages of the total eligible cost:

Applicant Type	Individual Applicant Population Size*	Federal Cost Share (Max %)	Provincial Cost Share (Max %)	Applicant Cost Share (Min %)
Municipality	< 5,000	60%	33.33%	6.67%
	Between 5,000 and 100,000	50%	33.33%	16.67%
Indigenous Community	< 5,000	75%	18.33%	6.67%
	Between 5,000 and 100,000	75%	8.33%	16.67%

*Population size is based on 2016 Statistics Canada Census.

Note: The cost-sharing breakdown assumes municipal or Indigenous applicants own the asset being nominated for funding and is subject to change (i.e., for air or marine projects where the asset owner is a for-profit or not-for-profit entity).

For instance, this means that:

- An eligible applicant with a population less than 5,000, may request funding of *up to* 93.33% of a project's total eligible cost (i.e. up to \$4.66 million for a \$5 million project).
- An eligible applicant with a population of 5,000 and up to 100,000, may request funding of *up to* 83.33% of a project's total eligible cost (i.e., up to \$4.16 million for a \$5 million project). Applicants are required to contribute the remainder of the funding.

8.3 Stacking of Funding

- General:
 - Applicants *cannot* combine funding received through the Rural and Northern Communities Funding Stream and funding from another project-based capital program including, but not limited to, Small Communities Fund and the Northern Ontario Heritage Fund Corporation program to support the same project.

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- Applicants can apply for a project at the same location as a project already receiving funding from another capital program, but the applicant must clearly scope out the component that is unique to the Rural and Northern Communities Funding Stream application.
- Provincial funds:
 - Recipients of Ontario Community Infrastructure Fund (OCIF) formula-based funding are permitted to use this funding as part of their cost share to support a road or bridge project.
- Federal funds: The maximum funding from all federal sources to a project will be:
 - up to 60% of total eligible project costs for municipalities with populations less than 5,000;
 - up to 50% of total eligible project costs for municipalities with populations 5,000 and up to 100,000; and
 - up to 75% of total eligible project costs for Indigenous communities [*note exception below*].
 - **Note:** Subject to federal approval, Indigenous communities could access *additional* federal funding from other sources, beyond the Rural and Northern Communities Funding Stream, for the proposed project up to a maximum of 100% of total eligible costs.

Applicants that are not sure how to best combine funding are encouraged to contact ICIPRural@ontario.ca or 1-877-424-1300 **before submitting an application.**

8.4 Eligible Costs

Eligible project costs are third-party costs such as:

- Environmental assessment costs
- Design/engineering costs
- Project management costs
- Materials
- Construction
- Contingency costs (maximum 25%)

Note: Project costs are eligible only if incurred after federal approval.

Note: Contracts must be awarded after federal approval of funding. Contracts awarded before approval of funding are not eligible for reimbursement.

Note: Capital costs are only eligible once the project receives notification that Canada is satisfied that the applicant has met its Duty to Consult and Environmental Assessment requirements. Before this notification is received, no site preparation, vegetation removal or construction may take place.

8.5 Ineligible Costs

Ineligible project costs are:

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- Costs incurred *before* federal project approval and all expenditures related to contracts signed prior to federal project approval, *except* for expenditures associated with completing climate lens assessments
- Costs incurred for cancelled projects
- Costs of relocating entire communities
- Acquisition or leasing of land, buildings and other facilities
- Leasing equipment other than equipment directly related to the construction of the project
- Real estate fees and related costs
- Financing charges
- Legal fees
- Loan interest payments including those related to easements (e.g. surveys)
- Costs of completing the application
- Taxes, regardless of rebate eligibility
- Any goods and services costs which are received through donation or In-kind
- Staff costs, unless *pre-approved* by the federal and provincial governments
- Operating costs and regularly scheduled maintenance work
- Costs related to furnishing and non-fixed assets which are not essential for the operation of the project
- Costs that have not been claimed for reimbursement by March 31 of year following the year in which the costs were incurred (e.g., costs incurred between April 1, 2018 and March 31, 2019 must be submitted for reimbursement no later than March 31, 2020).
- All capital costs, including site preparation and construction costs, until Canada has confirmed in writing that environmental assessment and Indigenous consultation obligations have been met and continue to be met. See Appendix for environmental assessment and Aboriginal consultation obligations.
- All costs related to any component of the project other than the approved scope (e.g., including water, wastewater and/or stormwater capital work) given that it does not meet the federal outcome.

A more detailed list of eligible and ineligible expenditure categories will be provided in individual project level contribution agreements.

8.6 Payments

Funding is claims based and will be reimbursed upon review and approval of eligible costs. Reimbursement of claims is based on the cost sharing percentage. The claims format will be outlined in individual contribution agreements.

All costs must be incurred by December 31, 2026. **Recipients are required to keep all receipts/invoices and claims as they are subject to audit by the province or the federal government.**

Note: A holdback of 10% may be applied to payments under the program. The holdback would be released upon successful completion of all reporting requirements following project completion.

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8.7 Contractual obligations

Successful applicants will be required to sign a provincial contribution agreement containing clauses regarding such items as insurance, arm's length requirements, communications (including project signage), obligations with respect to consultations with Indigenous groups and reporting.

Successful applicants will be required to obtain a municipal council resolution or band council resolution to execute the project level contribution agreement with the province. Joint applicants will be required to enter into a joint partnership agreement. For cases where the applicant is not the asset owner, the province will provide additional support to coordinate the execution of the transfer payment agreement.

Successful municipalities will also be required to complete an Asset Management Self-Assessment prior to signing their contribution agreement.

8.8 Reporting Requirements

Specific reporting requirements will be outlined in individual transfer payment agreements.

9. Consultations with Indigenous Peoples

The Government of Canada, the Government of Ontario, municipalities and Indigenous communities may have a duty to consult and, where appropriate, accommodate Indigenous peoples (e.g., First Nation and Métis peoples) where an activity is contemplated that may adversely impact an Indigenous or treaty right.

Before providing funding to a project, the Government of Ontario will assess whether its duty to consult obligations are engaged. The day-to-day, procedural aspects of consultation may be delegated to project proponents who may also have their own obligations. Ontario's delegation to proponents of aspects of consultation is a routine practice and the procedural aspects of consultation will be delegated to project proponents. Therefore, it is important that all applicants recognize this process and appropriately plan for this work (e.g., resources, time, etc.) as part of their funding submission.

Consultation requirements may vary depending on the size and location of the project in question. For successful applications, the province will provide further details in writing surrounding specific consultation requirements, including which communities require consultation. Applicants should ensure duty-to-consult requirements are met prior to commencing the construction process.

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Appendix A – Federal Program Parameters

In the event of any conflict, contradiction or inconsistency in interpretation, the federal language in the Appendix shall prevail over summaries provided in the body of the guidelines.

I. Eligible Recipients

Eligible recipients, subject to the terms and conditions of the Canada-Ontario ICIP Agreement, include:

- a) An Ontario municipal or regional government established by or under provincial statute;
- b) The following Indigenous Recipients in Ontario:
 - a. A band council within the meaning of section 2 of the *Indian Act*;
 - b. A First Nation, Inuit or Métis government or authority established pursuant to a self-government agreement or a comprehensive land claim agreement between Her Majesty the Queen in Right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation; and
 - c. a First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure.

II. Procurement

Successful applicants must award contracts in a way that is fair, transparent, competitive and consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the *Canadian Free Trade Agreement* and international trade agreements.

III. Climate Lens Assessment

The climate lens assessment consists of two potential assessments for projects being brought forward for funding which include a greenhouse gas (GHG) mitigation assessment and a climate change resilience assessment. Applicants with projects that have a **total eligible cost of \$10 million or more** are required to complete a climate lens assessment using methodologies developed by the federal government. Visit the [Climate Lens – General Guidance](#) webpage for information on how to complete the assessment.

IV. Community Employment Benefits

Applicants with projects that have a **total eligible cost of \$10 million or more** will report on community employment benefits provided to at least three federal target groups (apprentices - from traditionally disadvantaged communities, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises).

V. Environmental Assessment

No site preparation, vegetation removal or construction will occur for a Project and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that the federal requirements are met and continue to be met:

- Requirements under the *Canadian Environmental Assessment Act, 2012* (CEAA, 2012),

Investing in Canada Infrastructure Program - Rural and Northern Communities Funding Stream Ontario Program Guidelines

- other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and;
- other applicable agreements between Canada and Aboriginal groups (also referred to as Indigenous Peoples).

VI. Aboriginal Consultation

No site preparation, vegetation removal or construction will occur for a Project and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups (also referred to as Indigenous Peoples) or other federal consultation requirement has been met and continues to be met. If required, Canada must be satisfied that for each Project:

- a) Aboriginal groups have been notified and, if applicable, consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Aboriginal groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by Ontario or the Ultimate Recipient and these costs may be considered Eligible; and
- d) Any other information has been provided that Canada may deem appropriate.

**Appendix B – Asset Management Regulation Phase-In Schedule
[municipalities only]**

Date	Milestone
July 1, 2019	Date for municipalities to have a finalized strategic asset management policy that promotes best practices and links asset management planning with budgeting, operations, maintenance and other municipal planning activities.
July 1, 2021	Date for municipalities to have an approved asset management plan for core assets (roads, bridges and culverts, water, wastewater and stormwater management systems) that identifies current levels of service and the cost of maintaining those levels of service.
July 1, 2023	Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that identifies current levels of service and the cost of maintaining those levels of service.
July 1, 2024	Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that builds upon the requirements set out in 2023. This includes an identification of proposed levels of service, what activities will be required to meet proposed levels of service, and a strategy to fund these activities.

Inventory Data:	
Structure Name	Roy's Bridge
Main Hwy/Road #	N/A
On <input checked="" type="checkbox"/>	Under <input type="checkbox"/>
Crossing Type:	Navig. Water <input checked="" type="checkbox"/> Non-Navig. Water <input type="checkbox"/> Rail <input type="checkbox"/> Road <input type="checkbox"/> Ped. <input type="checkbox"/> Other <input type="checkbox"/>
Road Name	Uno Park Road
Structure Location	1.5 km West of Highway 11
Latitude	43° 34' 50.8" N
Longitude	79° 43' 13.6" W
Owner(s)	City of Temiskaming Shores
Heritage Designation:	Not Cons. <input checked="" type="checkbox"/> Cons./not App. <input type="checkbox"/> List/not Desig. <input type="checkbox"/> Desig./not List <input type="checkbox"/> Desig. & List <input type="checkbox"/>
MTO Region *	Northeastern
Road Class:	Freeway <input type="checkbox"/> Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Local <input checked="" type="checkbox"/>
MTO District *	New Liskeard
Posted Speed	80
No. of Lanes	2
Old County *	Temiskaming
AADT	100
% Trucks	
Geographic Twp. *	Harley/Dymond
Special Routes:	Transit <input type="checkbox"/> Truck <input type="checkbox"/> School <input type="checkbox"/> Bicycle <input type="checkbox"/>
Structure Type *	Concrete/Timber Comp. Slab
Detour Length Around Bridge	8 (km)
Total Deck Length	65.9 (m)
Fill on Structure	N/A (m)
Overall Str. Width	8.25 (m)
Skew Angle	0 (Degrees)
Total Deck Area	543.7 (sq.m)
Direction of Structure	West-East
Roadway Width	7.35 (m)
No. of Spans	9
Span Lengths	7.0, 7.7, 7.25, 7.05, 7.3, 7.3, 7.4, 7.4, 6.85

Historical Data:	
Year Built	
Year of Last Major Rehab.	
Last OSIM Inspection	2014
Last Evaluation	
Last Enhanced OSIM Inspection	
Current Load Limit	/ / (tonnes)
Enhanced Access Equipment (ladder, boat, lift, etc.)	
Load Limit By-Law #	
Last Underwater Inspection	
By-Law Expiry Date	
Last Condition Survey	
Min. Vertical Clearance	(m)
Rehab. History: (Date/description)	

Field Inspection Information:			
Date of Inspection:	Aug. 24, 2016	Type of Inspection:	<input checked="" type="checkbox"/> OSIM <input type="checkbox"/> Enhanced OSIM
Inspector:	Allan Garnham, P. Eng.		
Others in Party:	Darryl Schwartzentruber, C. Tech.		
Access Equipment Used:	Tapes, Hammer, Chain, Ladder, Camera, Safety Equipment		
Weather:	Sunny		
Temperature:	20°C		

Additional Investigations Required:	Priority			Estimated Cost
	None	Normal	Urgent	
Material Condition Survey				
Detailed Deck Condition Survey:				
Non-destructive Delam. Survey of Asphalt-Covered Deck:				
Concrete Substructure Condition Survey:				
Detailed Coating Condition Survey:				
Detailed Timber Investigation		X		\$ 10,000
Post-Tensioned Strand Investigation				
Underwater Investigation:				
Fatigue Investigation:				
Seismic Investigation:				
Structure Evaluation:		X		\$ 20,000
Monitoring (deformations, settlements, movements, crack widths)				
Load Posting – Estimated Load			Total Cost	\$ 30,000
Investigation Notes: Conduct a detailed timber investigation and a structural evaluation to determine if the bridge capacity and whether it requires posting due to the widespread fire damage across the structural elements.				

Overall Structure Notes:	
Overall Comments:	Complete structural assessment and evaluation to determine bridge capacity and if load posting is required.
Date of Next Inspection:	2018

Suspected Performance Deficiencies

- | | | |
|---|--|------------------------------|
| 01 Load carrying capacity | 06 Bearing not uniformly loaded/unstable | 12 Slippery surfaces |
| 02 Excessive deformations (deflections & rotations) | 07 Jammed expansion joint | 13 Flooding/channel blockage |
| 03 Continuing settlement | 08 Pedestrian/vehicular hazard | 14 Undermining of foundation |
| 04 Continuing movements | 09 Rough riding surface | 15 Unstable embankments |
| 05 Seized bearings | 10 Surface ponding | 16 Other |
| | 11 Deck drainage | |

Maintenance Needs

- | | | |
|--------------------------------------|---------------------------------|--|
| 01 Lift and Swing Bridge Maintenance | 07 Repair to Structural Steel | 13 Erosion Control at Bridges |
| 02 Bridge Cleaning | 08 Repair of Bridge Concrete | 14 Concrete Sealing |
| 03 Bridge Handrail Maintenance | 09 Repair of Bridge Timber | 15 Rout and Seal |
| 04 Painting Steel Bridge Structures | 10 Bailey bridges - Maintenance | 16 Bridge Deck Drainage |
| 05 Bridge Deck Joint Repair | 11 Animal/Pest Control | 17 Scaling (Loose Concrete or ACR Steel) |
| 06 Bridge Bearing Maintenance | 12 Bridge Surface Repair | 18 Other |

Municipal Structure Inspection Form

Structure #8

Element Data

Element Group:*	Abutments	Length:	N/A			
Element Name: *	Abutment Walls	Width:	7.00 m			
Location:	West and East	Height:	1.10 m			
Material: *	Wood	Count:	2			
Element Type: *	Timber Piles and Lagging	Total Quantity:	15.4 m ²			
Environment:	Benign / <u>Moderate</u> / Severe	Limited Inspection	<input type="checkbox"/>			
Protection System: *	Creosote				Perform. Deficiencies	
Condition	Units	Exc.	Good	Fair		Poor*
Data:	<u>m²</u> / m / each / % / all		7.7	7.7		--
Comments:						
Fire damage at the East abutment.						
Recommended Work:			Maintenance Needs:			
<input type="checkbox"/> Rehab <input type="checkbox"/> Replace <input type="checkbox"/> Urgent <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input checked="" type="checkbox"/> None			<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year			

Element Group:*	Piers	Length:	0.30 m			
Element Name: *	Pile Bents	Width:	0.30 m			
Location:	8 Piers	Height:	2.20 m			
Material: *	Wood	Count:	48			
Element Type: *	Timber Piles	Total Quantity:	99.5 m ²			
Environment:	<u>Benign</u> / Moderate / Severe	Limited Inspection	<input type="checkbox"/>			
Protection System: *	Creosote				Perform. Deficiencies	
Condition	Units	Exc.	Good	Fair		Poor*
Data:	<u>m²</u> / m / each / % / all			94.5	4.5	--
Comments:						
Medium to severe fire damage noted at pier locations. Most piles are split. Splits have been repaired with steel collars at various locations.						
Recommended Work:			Maintenance Needs:			
<input type="checkbox"/> Rehab <input type="checkbox"/> Replace <input type="checkbox"/> Urgent <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input checked="" type="checkbox"/> None			<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year			

Element Group:*	Piers	Length:	0.30 m			
Element Name: *	Caps	Width:	7.00 m			
Location:	8 Piers	Height:	0.30 m			
Material: *	Wood	Count:	8			
Element Type: *	Sawn Timber	Total Quantity:	68.6 m ²			
Environment:	<u>Benign</u> / Moderate / Severe	Limited Inspection	<input type="checkbox"/>			
Protection System: *	Creosote				Perform. Deficiencies	
Condition	Units	Exc.	Good	Fair		Poor*
Data:	<u>m²</u> / m / each / % / all			65.0	3.6	--
Comments:						
Medium to severe fire damage noted at pier locations.						
Recommended Work:			Maintenance Needs:			
<input type="checkbox"/> Rehab <input type="checkbox"/> Replace <input type="checkbox"/> Urgent <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input checked="" type="checkbox"/> None			<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year			

* A quantity must be estimated using the appropriate unit (e.g. m²). Percent should not be used.

Municipal Structure Inspection Form

Structure #8

Element Data

Element Group:*	Embankments & Streams		Length:	N/A		
Element Name: *	Streams and Waterways		Width:	N/A		
Location:	N/A		Height:	N/A		
Material: *	N/A		Count:	N/A		
Element Type: *	N/A		Total Quantity:	All		
Environment:	Benign / Moderate / Severe		Limited Inspection	<input type="checkbox"/>		
Protection System: *	None					Perform. Deficiencies
Condition Data:	Units	Exc.	Good	Fair	Poor*	
	m ² / m / each / %	(all)	All			--
Comments:						
Some debris lodged in pier bents at water line.						
Recommended Work:			<input type="checkbox"/> Rehab <input type="checkbox"/> Replace		Maintenance Needs:	
			<input type="checkbox"/> Urgent <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input checked="" type="checkbox"/> None		<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 year	
			Remove debris.			

Element Group:*	Embankments & Streams		Length:	N/A		
Element Name: *	Streams and Waterways		Width:	N/A		
Location:	NW, NE, SW, SE		Height:	N/A		
Material: *	N/A		Count:	4		
Element Type: *	N/A		Total Quantity:	4		
Environment:	Benign / Moderate / Severe		Limited Inspection	<input type="checkbox"/>		
Protection System: *	None					Perform. Deficiencies
Condition Data:	Units	Exc.	Good	Fair	Poor*	
	m ² / m / (each) / % / all		4			--
Comments:						
Well vegetated and stable.						
Recommended Work:			<input type="checkbox"/> Rehab <input type="checkbox"/> Replace		Maintenance Needs:	
			<input type="checkbox"/> Urgent <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input checked="" type="checkbox"/> None		<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year	

Element Group:*	Decks		Length:	66.0 m		
Element Name: *	Soffit		Width:	1.0 m		
Location:	North & South Ends		Height:	N/A		
Material: *	Wood		Count:	2		
Element Type: *	Longitudinal Laminated Timber		Total Quantity:	132.0 m ²		
Environment:	Benign / (Moderate) / Severe		Limited Inspection	<input type="checkbox"/>		
Protection System: *	Creosote					Perform. Deficiencies
Condition Data:	Units	Exc.	Good	Fair	Poor*	
	(m ²) m / each / % / all		14.0	111.4	6.6	--
Comments:						
Medium to severe fire damage noted throughout deck.						
Recommended Work:			<input type="checkbox"/> Rehab <input type="checkbox"/> Replace		Maintenance Needs:	
			<input type="checkbox"/> Urgent <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input checked="" type="checkbox"/> None		<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year	

* A quantity must be estimated using the appropriate unit (e.g. m²). Percent should not be used.

Municipal Structure Inspection Form

Structure #8

Element Data

Element Group:*	Decks		Length:	66.0 m		
Element Name: *	Soffit - Interior		Width:	5.00 m		
Location:			Height:	N/A		
Material: *	Wood		Count:	N/A		
Element Type: *	Longitudinal Laminated Timber		Total Quantity:	330.0 m ²		
Environment:	Benign / Moderate / Severe		Limited Inspection	<input type="checkbox"/>		
Protection System: *	Creosote					Perform. Deficiencies
Condition Data:	Units	Exc.	Good	Fair	Poor*	
	(m ² /m / each / % / all)		35.0	280.0	15.0	--
Comments:						
Medium to severe fire damage noted throughout deck.						
Recommended Work:			<input type="checkbox"/> Rehab <input type="checkbox"/> Replace		Maintenance Needs: --	
			<input type="checkbox"/> Urgent <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input checked="" type="checkbox"/> None		<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year	

Element Group:*	Decks		Length:	66.0 m		
Element Name: *	Deck Top		Width:	7.35 m		
Location:			Height:	N/A		
Material: *	Cast-In-Place Concrete		Count:	N/A		
Element Type: *	Concrete-Wood Composite Deck		Total Quantity:	485.1 m ²		
Environment:	Benign / Moderate / Severe		Limited Inspection	<input type="checkbox"/>		
Protection System: *	None					Perform. Deficiencies
Condition Data:	Units	Exc.	Good	Fair	Poor*	
	(m ²)m / each / % / all		483.1		2	--
Comments:						
Longitudinal and transverse cracks throughout. Two very severely scaled areas, 1.0m x 1.0m each						
Recommended Work:			<input type="checkbox"/> Rehab <input type="checkbox"/> Replace		Maintenance Needs: --	
			<input type="checkbox"/> Urgent <input type="checkbox"/> 1-5 years <input checked="" type="checkbox"/> 6-10 years <input type="checkbox"/> None		<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 year	
Install a concrete overlay.			Clean deck annually.			

Element Group:*	Sidewalks / Curbs		Length:	66.0 m		
Element Name: *	Curbs		Width:	0.44 m		
Location:	North & South		Height:	0.24 m		
Material: *	Cast-in-Place Concrete		Count:	2		
Element Type: *			Total Quantity:	89.8 m ²		
Environment:	Benign / Moderate / Severe		Limited Inspection	<input type="checkbox"/>		
Protection System: *	None					Perform. Deficiencies
Condition Data:	Units	Exc.	Good	Fair	Poor*	
	(m ²)m / each / % / all		89.8			--
Comments:						
Light scaling noted. Few transverse cracks.						
Recommended Work:			<input type="checkbox"/> Rehab <input type="checkbox"/> Replace		Maintenance Needs: --	
			<input type="checkbox"/> Urgent <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input checked="" type="checkbox"/> None		<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year	

* A quantity must be estimated using the appropriate unit (e.g. m²). Percent should not be used.

Municipal Structure Inspection Form
Element Data

Structure #8

Element Group:*	Barriers		Length:	0.20 m		
Element Name: *	Posts		Width:	0.20 m		
Location:	North & South		Height:	N/A		
Material: *	Wood		Count:	70		
Element Type: *	Timber Posts		Total Quantity:	70		
Environment:	Benign / Moderate / Severe		Limited Inspection	<input type="checkbox"/>		
Protection System: *	Penetrant Applied					Perform. Deficiencies
Condition Data:	Units m ² / m / (each) / % / all	Exc.	Good	Fair	Poor*	
						--
Comments: Light to medium rotting of posts. Railing system does not comply with current CHBDC specifications.						
Recommended Work:			<input type="checkbox"/> Rehab <input checked="" type="checkbox"/> Replace		Maintenance Needs:	--
			<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input type="checkbox"/> None		<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year	
Replace barrier system.						

Element Group:*	Barriers		Length:	18.9		
Element Name: *	Hand Railings		Width:			
Location:			Height:			
Material: *	Steel		Count:	2		
Element Type: *			Total Quantity:	37.8m		
Environment:	Benign / (Moderate) / Severe		Limited Inspection	<input type="checkbox"/>		
Protection System: *	None					Perform. Deficiencies
Condition Data:	Units m ² / m / (m) / each / % / all	Exc.	Good	Fair	Poor*	
						--
Comments: Railing system does not comply with current CHBDC specifications.						
Recommended Work:			<input type="checkbox"/> Rehab <input checked="" type="checkbox"/> Replace		Maintenance Needs:	00
			<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input type="checkbox"/> None		<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year	
Replace barrier system.						

Element Group:*	Bracing		Length:	N/A		
Element Name: *	Bracing		Width:	0.075 m		
Location:			Height:	0.200 m		
Material: *	Wood		Count:	14		
Element Type: *	Dimensional Lumber		Total Quantity:	14		
Environment:	(Benign) Moderate / Severe		Limited Inspection	<input type="checkbox"/>		
Protection System: *	Creosote					Perform. Deficiencies
Condition Data:	Units m ² / m / (each) / % / all	Exc.	Good	Fair	Poor*	
						--
Comments: Failed connection at the intersection of one of the timber cross bracing, south side at 4 th bent from east.						
Recommended Work:			<input type="checkbox"/> Rehab <input type="checkbox"/> Replace		Maintenance Needs:	--
			<input type="checkbox"/> Urgent <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input checked="" type="checkbox"/> None		<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year	

* A quantity must be estimated using the appropriate unit (e.g. m²). Percent should not be used.

Municipal Structure Inspection Form
Element Data

Structure #8

Element Group:*	Decks			Length:	N/A	
Element Name: *	Drainage			Width:	0.076 m	
Location:	North & South			Height:	0.500 m	
Material: *	Steel			Count:	36	
Element Type: *	Metal Drain Pipes			Total Quantity:	36	
Environment:	<input checked="" type="radio"/> Benign <input type="radio"/> Moderate / <input type="radio"/> Severe			Limited Inspection	<input type="checkbox"/>	
Protection System: *	None					Perform. Deficiencies
Condition	Units	Exc.	Good	Fair	Poor*	
Data:	m ² / m / <input checked="" type="radio"/> each / % / all				36	--
Comments:						
Severe rusting and corrosion underneath soffit. Split tubes under deck.						
Recommended Work: <input type="checkbox"/> Rehab <input checked="" type="checkbox"/> Replace				Maintenance Needs:		--
<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input type="checkbox"/> None				<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year		
Replace deck drains.						

Element Group:*	Approaches			Length:	6.00 m	
Element Name: *	Wearing Surface			Width:	7.00 m	
Location:	West & East Approaches			Height:	N/A	
Material: *	Gravel			Count:	2	
Element Type: *				Total Quantity:	84.0 m ²	
Environment:	<input checked="" type="radio"/> Benign <input type="radio"/> Moderate / <input type="radio"/> Severe			Limited Inspection	<input type="checkbox"/>	
Protection System: *	None					Perform. Deficiencies
Condition	Units	Exc.	Good	Fair	Poor*	
Data:	<input checked="" type="radio"/> m ² / m / each / % / all		84.0			--
Comments:						
Recommended Work: <input type="checkbox"/> Rehab <input type="checkbox"/> Replace				Maintenance Needs:		--
<input type="checkbox"/> Urgent <input type="checkbox"/> 1-5 years <input type="checkbox"/> 6-10 years <input checked="" type="checkbox"/> None				<input type="checkbox"/> Urgent <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year		

* A quantity must be estimated using the appropriate unit (e.g. m²). Percent should not be used.
 Page A5

Municipal Structure Inspection Form

Structure #8

Repair and Rehabilitation Required:		Priority				Estimated Structural Cost
Element ¹	Repair and Rehabilitation Required ²	6 to 10 years	1 to 5 years	Within 1 year	Urgent	
Barrier	Replace barrier		X			\$ 30,000
	Consider installing guide rails at approaches		X			\$ 20,000
Deck	Place concrete overlay	X				\$ 75,000
	Replace deck drains		X			\$ 5,000
Embankments	Remove debris from watercourse		X			\$ 2,500
Estimated Rehabilitated or Replacement Structure Dimensions ³		Total Structural Cost				\$ 132,500
Total Deck Length (m)	Overall Str. Width (m)					

- 1 - Indicate specific costs for structure replacement OR for rehabilitation under the given headings.
- 2 - Give a very brief description of the rehabilitation work required.
- 3 - Estimated structure dimensions after completion of the proposed work – if it is expected to change.

Associated Work ⁴ :	Comments	Estimated Associated Work Cost
Approaches ⁵		
Detours		
Traffic Control		
Utilities		
Other		
Total Associated Work Cost		\$ 0

Total Construction Cost	\$ 132,500
--------------------------------	-------------------

- 4 - Includes other construction costs associated with the structure. Engineering fees for reports, environmental studies, designs, project management and contingencies are not included as associated work and should be specified on the Building Canada Fund – Communities Component (BCF-CC) Bridge Technical Schedule.
- 5 - Approach cost is for work (fill, pavement, guide rail, etc.) immediately adjacent to the structure to adjust for minor changes in horizontal or vertical alignment and for barrier end treatments at the structure. For BFC-CC applications, approaches longer than 30m (per end) require a separate Local Road Infrastructure Technical Schedule to be completed for that portion of road.

Justification:



1. East Approach (looking west)



2. West Approach (looking east)



3. North Elevation (looking south)



4. South Elevation (looking north)



5. Deck - Transverse Cracks Throughout



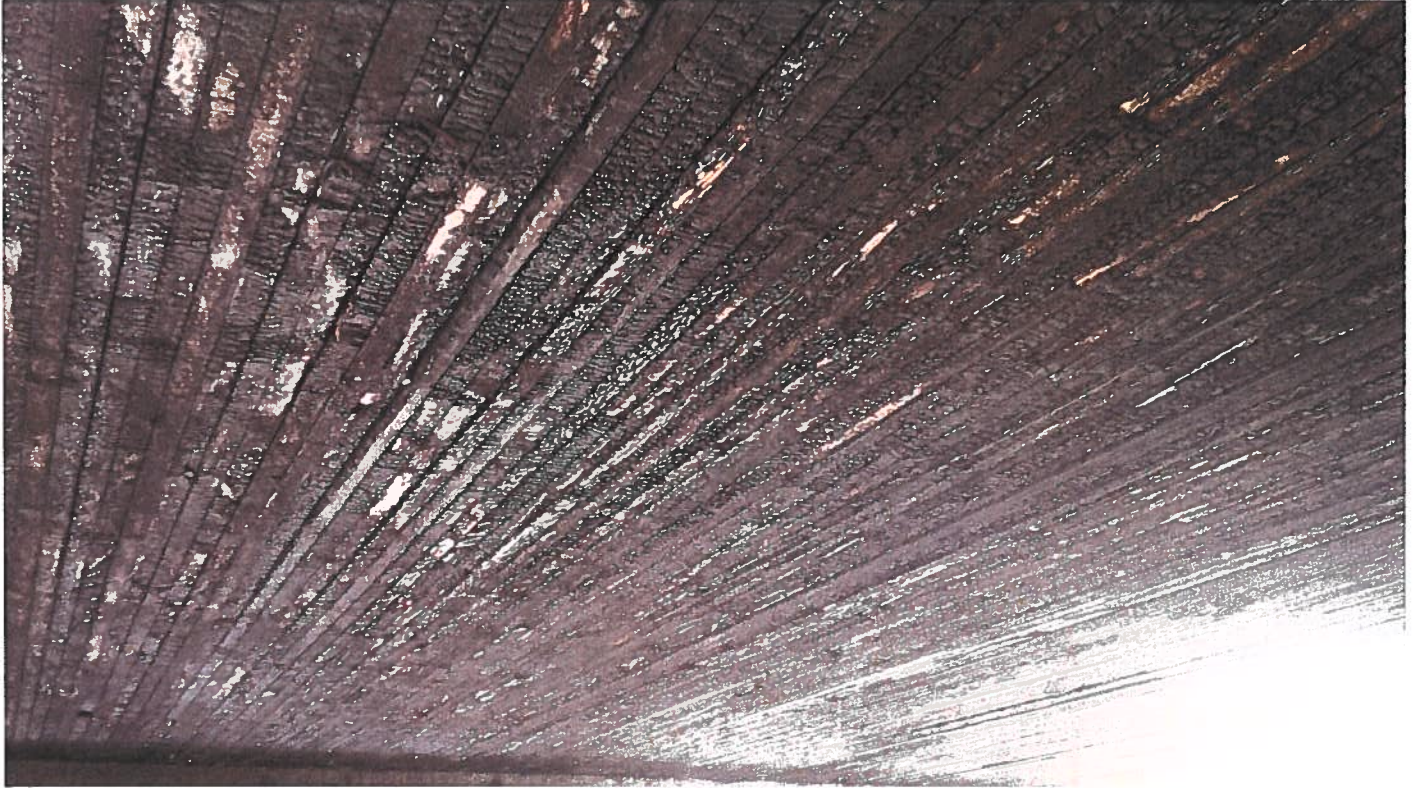
6. Deck - Severe Scaling



7. East Abutment



8. Soffit - Fire Damage



9. Soffit - Fire Damage



10. Split - First Pier from West, Second Pile from South



11. West Abutment



12. Deck - Splinter at Southwest



13. Debris at Watercourse

Subject: Supply and Application of
Liquid Calcium Chloride

Report No.: PW-014-2019
Agenda Date: May 7, 2019

Attachments

Appendix 01: 2019 Tender Results

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-014-2019; and
2. That Council directs staff to prepare the necessary by-law and agreement with *Pollard Distribution Inc.* for the 2019 *Supply and Application of Liquid Calcium Chloride* at a rate of \$0.305/litre for consideration at the May 7, 2019 Regular Council meeting.

Background

Each year the City of Temiskaming Shores, in conjunction with several South Temiskaming municipalities, co-operatively procures the services of qualified contractors for the supply and application of liquid dust suppressant at various locations within the City of Temiskaming Shores.

The work shall consist generally of supplying and applying liquid calcium chloride or approved alternative for the purpose of suppressing dust on granular roadway surfaces, as directed by the Superintendent of Transportation or designate.

In 2019 the Tender documents were prepared and PW-RFT-004-2019 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on Tuesday April 16th, 2019. Included in the Tender was an option for the City and successful contractor to enter into an extension for the following year at the same unit cost, if both parties were in agreement. **Appendix 01** includes the original Tender Results.

Analysis

As indicated in Appendix 01, three (3) responses to the request were received by the closing date.

Pollard and Da-Lee have successfully completed similar projects in Temiskaming Shores and had demonstrated the ability to successfully complete this work as intended. Miller Paving Ltd. had indicated that they currently supply, haul and place over 1.0M litres of dust suppressant in north-eastern Ontario in association with the Ministry

of Transportation, on rural gravel roadways, however have never supplied product the Temiskaming Shores.

The tenders were analysed for errors and/or omissions and were found to be correct and complete. The process for obtaining competitive pricing was in keeping with the City's Procurement Policy (By-Law 2017-015). As a result of the Tender process it is recommended that Pollard Distribution Inc. be awarded the tender for supply of dust suppressant.

Relevant Policy / Legislation/City By-Law

- 2019 Public Works Operations Budget
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders

Asset Management Plan Reference - N/A

Consultation / Communication

Administrative Report PW-014-2019, dated May 7th, 2019

Financial / Staffing Implications

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

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

The cost for the intended work in 2019 has increased modestly over previous years pricing and is considered to be reasonable and within the approved and allotted budget for roadway maintenance.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PWO-RFT-004-2019 Liquid Calcium Chloride**

Closing Date: **Tuesday, April 16, 2019**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: **2:00 pm**

Bidder: **POLLARD DISTRIBUTION INC**

Bidder: **MILLER MAINTENANCE**

Location	Unit Price	Total w HST
Harley (78,000):	30.5¢	
Evanturel (26,000):	30.5¢	
Kerns (78,000):	30.5¢	
Chamberlain (52,000):	"	
Hudson (78,000):	"	
Brethour (52,000):	"	
Casey (28,000):	"	
Armstrong (78,000):	"	
Dack (52,000):	"	
Harris (26,000):	"	
Temagami (78,000):	"	

Location	Unit Price	Total w HST
Harley (78,000):	33¢	
Evanturel (26,000):	"	
Kerns (78,000):	"	
Chamberlain (52,000):	"	
Hudson (78,000):	"	
Brethour (52,000):	"	
Casey (28,000):	"	
Armstrong (78,000):	"	
Dack (52,000):	"	
Harris (26,000):	"	
Temagami (78,000):	"	

Bidder: **DA-LEE**

Location	Unit Price	Total w HST
Harley (78,000):	35¢	
Evanturel (26,000):	"	
Kerns (78,000):	"	
Chamberlain (52,000):	"	
Hudson (78,000):	"	
Brethour (52,000):	"	
Casey (28,000):	"	
Armstrong (78,000):	"	
Dack (52,000):	"	
Harris (26,000):	"	
Temagami (78,000):	"	

Bidder:

Location	Unit Price	Total w HST
Harley (78,000):		
Evanturel (26,000):		
Kerns (78,000):		
Chamberlain (52,000):		
Hudson (78,000):		
Brethour (52,000):		
Casey (28,000):		
Armstrong (78,000):		
Dack (52,000):		
Harris (26,000):		
Temagami (78,000):		

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

Attendees:

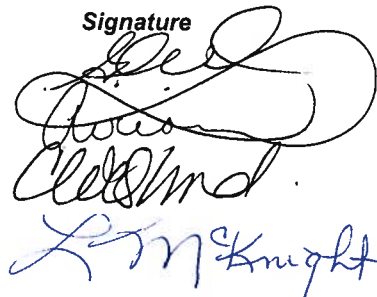
Print Name

Representing

Signature

Donna Walsh
Arianna Miderer
Chris Oslund
Lynn Knight

CITY OF T/S
" " " "
City of T.S.
C of T.S.


Lynn Knight

The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

**Being a by-law to enter into an agreement with Pollard
Distribution Inc. for the Supply and Application of
Liquid Dust Suppressant at various locations within the
City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report No. PW-014-2019 at the May 7th, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pollard Distribution Inc. for the Supply and Application of Liquid Dust Suppressant for consideration at the May 7th, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Pollard Distribution Inc. for the Supply and Application of Liquid Dust Suppressant at various locations in the City of Temiskaming Shores, at a unit cost of \$0.305 plus applicable taxes per litre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 7th day of May, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law 2019-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pollard Distribution Inc.

for the Supply and Application of Liquid Dust Suppressant

This agreement made in duplicate this 7th day of May 2019.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

And:

Pollard Distribution Inc.
(hereinafter called “the Contractor”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Supply and Application of Liquid Dust Suppressant
Tender No. PWO-RFT-004-2019**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01;
- c) Complete, as certified by the Director of Public Works, all the work by **September 30th, 2019.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Zero Dollars and Thirty and One-Half Cents (\$0.305) plus applicable taxes per litre, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Pollard Distribution Inc.
P.O. Box 280
Harrow, Ontario
N0R 1G0

The Owner:

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

Remainder of page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor / Tenant /)
Consultant's Seal)
(if applicable))

Municipal Seal)

Pollard Distribution Inc.

President – Kevin Pollard

Witness - Signature

Print Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2019-000

Form of Agreement



Form of Tender

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

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

Section 1

Location	Quantity L	Unit Price	Sub Total	H.S.T.	Total, \$
F.O.B. Delivered and applied to various locations Township of Harley	78,000	\$.305	\$23790. ⁰⁰	\$3092. ⁷⁰	\$26882. ⁷⁰
F.O.B. Delivered and applied to various locations Township of Evanturel	26,000	\$.305	\$7930. ⁰⁰	\$1030. ⁹⁰	\$8960. ⁹⁰
F.O.B. Delivered and applied to various locations Township of Kerns	78,000	\$.305	\$23790. ⁰⁰	\$3092. ⁷⁰	\$26882. ⁷⁰
F.O.B. Delivered and applied to various locations, Township of Chamberlain	52,000	\$.305	\$15860. ⁰⁰	\$2061. ⁸⁰	\$17921. ⁸⁰
F.O.B. Delivered and applied to various locations, Township of Hudson	78,000	\$.305	\$23790. ⁰⁰	\$3092. ⁷⁰	\$26882. ⁷⁰
F.O.B. Delivered and applied to various locations City of Temiskaming Shores	156,000	\$.305	\$47580. ⁰⁰	\$6185. ⁴⁰	\$53765. ⁴⁰
F.O.B. Delivered and applied to various locations, Township of Hilliard	26,000	\$.305	\$7930. ⁰⁰	\$1030. ⁹⁰	\$8960. ⁹⁰

Page 1 of 6 to be submitted



Location	Quantity L	Unit Price	Sub Total	H.S.T.	Total, \$
F.O.B. Delivered and applied to various locations, Brethour Twp.	52,000	\$.305	\$15860. ⁰⁰	\$2061. ⁸⁰	\$17921. ⁸⁰
F.O.B. Delivered and applied to various locations Township of Casey	28,000	\$.305	\$8540. ⁰⁰	\$1110. ²⁰	\$9650. ²⁰
F.O.B. Delivered and applied to various locations Township of Armstrong	78,000	\$.305	\$23790. ⁰⁰	\$3092. ⁷⁰	\$26882. ⁷⁰
F.O.B. Delivered and applied to various locations Township of Charlton – Dack	52,000	\$.305	\$15860. ⁰⁰	\$2061. ⁸⁰	\$17921. ⁸⁰
F.O.B. Delivered and Applied to various locations Township of Harris	26,000	\$.305	\$7930. ⁰⁰	\$1030. ⁷⁰	\$8960. ⁷⁰
F.O.B. Delivered and applied to various locations within the boundaries of the Township of Temagami	78,000	\$.305	\$23790. ⁰⁰	\$3092. ⁷⁰	\$26882. ⁷⁰


Page 2 of 6 to be submitted



I/We POLLARA DISTRIBUTION INC. offer to supply the requirements stated within.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 8TH day of APRIL 2019

Company Name POLLARA DISTRIBUTION INC.	Contact name (please print) KEVIN POLLARA
Mailing Address BOX 280 HARROW, ONTARIO	Title PRESIDENT.
Postal Code N0R 1G0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 1-519-738-2213	Fax 1-519-738-2214.
Cell Phone if possible 519-796-8114.	Email KPOLLARA@POLLARAHIGHWAYS.COM

Page 3 of 6 to be submitted



City of Temiskaming Shores

**PWO-RFT-004-2019
Liquid Calcium Chloride**

Non Collusion Affidavit

I/We POLLARA DISTRIBUTION INC the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid.

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at HERON this 8TH day of APRIL, 2019

Signed [Signature]
Company Name POLLARA DISTRIBUTION INC.
Title PRESIDENT.



**City of Temiskaming Shores
PWO-RFT-004-2019
Liquid Calcium Chloride**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at HARROW this 8TH day of APRIL, 2019.

Firm Name POLLARD DISTRIBUTION INC.

Bidder's Authorization Official KEVIN POLLARD

Title PRESIDENT

Signature 

Page 5 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-004-2019
Liquid Calcium Chloride**

Schedule "A"- Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name POLLARD DISTRIBUTION INC. Company Name

Phone Number 519-738-2213 Address Box 280
HARROW, ONTARIO
N0R 1G0

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

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

Date: APRIL 8, 2019

Subject: Engineering Services – Phase 2 & 3
Dymond Water Linking Project

Report No.: PW-015-2019
Agenda Date: May 7, 2019

Attachments

Appendix 01: Quotation Letter - EXP

Appendix 02: Single Source Justification

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-015-2019, more specifically Appendix 01 – EXP Quotation Letter;
2. That as outlined in By-law No. 2017-015, *Procurement Policy, Section 10*, Council hereby waives the tendering process based on Appendix 02 – Single Source Justification; and
3. That Council directs Staff to issue a Purchase Order to EXP for engineering services related to the Design of Phase 2 & 3 of the Dymond Water Linking Project in the amount \$ 56,431 plus applicable taxes.

Background

In May of 2014, Council approved entering into a contractual agreement with EXP for the design of Phase 1 of the New Liskeard and Dymond Water Distribution Linking Project. As Council may recall, the linking of the two systems was based on Ministry requirements to address bacterial issues found within the raw water in Dymond. Throughout the design process it was identified within the water model that a slight reduction in water volume/pressure would occur, however the design would still meet Ministry regulations. At that time, a need for future phases (phase 2 & 3) to the project were identified to address water volume/pressure. The additional phases would consist of the installation of a dedicated feeder main along Raymond Street in Dymond along with strategically placed pressure reducing valves within the distribution system.

In 2015, the City was successful in receiving funding through the Ontario Community Infrastructure Fund resulting in Council entering into a contractual agreement with Pedersen Construction (2013) Inc. for the construction of Phase 1. This phase of the project was completed in January of 2016. Since the completion of Phase 1, staff have worked closely with EXP and the Ontario Clean Water Agency addressing residential water volume/pressure concerns as well as “tweaking” operations associated with the water distribution system in Dymond.

Analysis

As a result of two major development proposals in Dymond, the need to move forward with Phase 2 and 3 is necessary based on the size of the development proposals and the water volume and pressure requirements. Staff, in turn, contacted EXP who confirmed the need to move forward with Phase 2 and 3 of the linking project and requested a quotation for the engineering and construction required to complete the phases. The quotation was received in the amount of \$ 1,729,057.44 plus HST. After further conversation with EXP, a revised cost for engineering was received in the amount of \$ 56,431.00 plus HST, as outlined in Appendix 01. As mentioned above, the additional phases would consist of the installation of a dedicated feeder main along Raymond Street in Dymond along with strategically placed pressure reducing valves within the distribution system.

As a result of EXP being the consultant for the design/contract administration of Phase 1 of the project and the work that has been done to date relating to water modelling, it is Staff's recommendation that it would be in the City's best interest to award the engineering of Phase 2 & 3 to EXP in the amount of \$ 56,431.00 plus HST.

As outlined in the Procurement Policy By-law No. 2017-015, Section 10.10 (ii) Single/Sole Source, consultation with the City Manager shall take place to consider the grounds that the single/sole source will be in the best interest of the City. This consultation took place on April 29th, 2019 resulting in the development of this report and the submission of the required justification form which is attached as Appendix 02.

Relevant Policy / Legislation/City By-Law

- 2019 Public Works Capital Budget
- By-Law No. 2017-015, Procurement Policy, Section 10. 10 (ii) Single/Sole Source

Asset Management Plan Reference

Section 4.2 – Water Distribution System

Consultation / Communication

- Administrative Report PW-016-2019, dated May 7th, 2019
- Consultation with City Manager, April 29th, 2019

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

Through the 2019 Capital Budget Deliberations, Council approved \$ 70,000.00 for the design and approvals portion of this multi-year capital project.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



April 30th, 2019.

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

Attention: Mr. Steve Burnett, Technical & Environmental
Compliance Coordinator

Dear Sir:

RE: Amendment to Proposal 999-00062475-PP
Dymond Infrastructure Upgrades, Phase 3

Following our discussions, we would be agreeable to reducing our engineering fees from the original amount stated in our proposal of \$61,431.00 to \$56,431.00 for the Dymond Infrastructure Upgrades Phase 3 project.

We thank you for this opportunity and look forward to working with the City on this project.

Respectfully submitted,

EXP Services Inc.,

A handwritten signature in black ink, appearing to read 'Nolan Dombroski', written over a white background.

Nolan Dombroski, P.Eng.,
Infrastructure Manager.

Engineering

DESCRIPTION OF TASKS		Nguyen Dombravici	Brad Gillman	Tony Pascoe	Ed Pillman	Mark Dal Isola	Perry Senes	Alexander O'Brien	Hyden Finck	Paul Bohlen	Allison Marshall	Admin. Asst ¹	Disbursements	TOTAL PROJECT COSTS	Labour + Dish
	Project Manager P.Eng \$195	Civil Designer A.S.C.T. \$85	Civil Designer P.Eng \$49	Designer \$32	QM/QC \$100	Hydrogeologist P.Eng. \$120	Engineer P.Eng \$160	ERT \$75	Drafting \$48	Tech Support ELT. \$75	Admin. Asst ¹ \$75			Labour Estimate	
	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Hours Estimate	Hours Actual	Hours Estimate		
1.0 Project Management															
Project Start Up	1							1						\$ 445	\$ 445
Project Administration	2							5						\$ 310	\$ 310
2.0 Preliminary Design														\$ 1,785	\$ 1,785
Review existing information and drawings								2						\$ 735	\$ 735
Drawing Notes Technical Assessment							42							\$ 2,975	\$ 2,975
Hydraulic Calculations	3				20			30		15				\$ 4,560	\$ 4,560
Overhead Lines Review Meeting with Client	3				3			2						\$ 1,110	\$ 1,110
3.0 Detailed Design															
Utility Assessment, Review and Alignment	1		7		5			32		40				\$ 1,245	\$ 1,245
Mechanical Design, Pressure Reducing Valves	5		10		10			2		20				\$ 2,205	\$ 2,205
Prepare New Electrical Closures	1		5		5			2		2				\$ 2,330	\$ 2,330
Prepare Typical Details	1		2		2			5		5				\$ 1,540	\$ 1,540
Utility Control Plans & Calculation of Quantities	2		5		5			1		18				\$ 3,080	\$ 3,080
Preparation of Quantity Breakdown Sheets	1		4		4			5						\$ 425	\$ 425
Prepare Contract Specifications	1		3		3			1		1				\$ 875	\$ 875
Final Design Meeting	1							3		1				\$ 840	\$ 840
4.0 Approvals															
Application to amend the existing Municipal Drinking Water License							7							\$ 640	\$ 640
Application for an amendment to the existing Permit to Take Water (PTTW)							7							\$ 640	\$ 640
Municipal Class Environmental Assessment, Schedule A	1		2					4						\$ 4,055	\$ 4,055
5.0 Preparation and Assistance with Tender															
Tender Package Preparation								2						\$ 1,850	\$ 1,850
Sanction Drawing Issuance								5						\$ 1,415	\$ 1,415
Response to Bidders Inquiries during Tender Period & Issue Addenda								1						\$ 1,265	\$ 1,265
Attend Tender Opening and Prepare Tender Recommendation Report	2							2						\$ 820	\$ 820
		64				55		60		75			60	\$ 81,451.00	\$ 81,451.00
Total price (Excluding HST)														\$ 81,451.00	

* Application Fees to be paid by the City



Single / sole Source Justification

Attach this completed form to requisitions when competitive bids are not solicited.

Requested Single/Sole Source Supplier:

Company Name: EXP

Contact Name: Nolan Dombrowski

Address: 310 Whitewood Ave. West

City: New Liskeard Prov: ON Postal Code: P0J 1P0

Phone Number: 905-647-4311 E-mail: Nolan Dombroski<nolan.dombroski@exp.com>

<input type="checkbox"/> Sole Source <small>(No other known source or the only source meeting specification requirements)</small>	<input checked="" type="checkbox"/> Single Source <small>(Only the designated Supplier is acceptable, others may exist)</small>	<input type="checkbox"/> No Substitute <small>(Specified item is required due to uniqueness, research continuity, etc.)</small>
--	--	--

Description of Product or Service:

To supply engineering services related to Phase 2 & 3 of the New Liskeard/Dymond Water Linking Project

Estimated Cost: \$

56,431.00 + HST (Quotation)

Complete the following checklist:

A specific contractor is the only source of the required item because (check all that apply):


- The required items are **proprietary to the Contractor**
 - A specific item is needed:
 - To be compatible or interchangeable with existing hardware;
 - As spare or replacement hardware;
 - For the repair or modification of existing hardware, or
 - For technical evaluation or test.
- There is a **substantial technical risk** in contracting with any other contractor (e.g. only one contractor has been successful to date in implementing a difficult manufacturing process.)
- For support services effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g. the chances of another firm winning a competition are clearly remote).

Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition exists so that the recommended company has a significant advantage over any other company who can do this job?


It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

In 2014, Council entered into a contractual agreement with EXP for phase 1 of the New Liskeard/Dymond Water Distribution Linking Project. Phase 1 of the project was related to connecting the two systems and decommissioning the Dymond wells to address bacterial issues within the raw water in Dymond. It was understood at that time that additional phases would be required in the future to address water volume/pressure.

As a result of EXP being the consultant for Phase 1 of the project and the work that has been done to date relating to water modelling, it is Staff's recommendation that it would be in the City's best interest to award the engineering of Phase 2 & 3 to EXP.

Requested by: 
Department Head

April 29, 2019
Date

Reviewed by: 
City Manager

April 29, 2019
Date

Endorsed by: _____
Council

Date

Subject: New Liskeard Lions Club – Quonset Hut
Lease Agreement

Report No.: CS-017-2019
Agenda Date: May 7, 2019

Attachments

Appendix 01: Draft Lease Agreement with the New Liskeard Lions Club

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-017-2019;
2. That Council directs staff to repeal By-law No. 2014-036, lease agreement with the Bikers Reunion Committee for a portion of a Quonset Hut as well as By-law No. 2014-037, lease agreement with New Liskeard Lions Club for the remaining portion of the Quonset Hut; and
3. That Council directs staff to prepare the necessary by-law to enter into a five (5) year lease agreement with the New Liskeard Lions Club for the use of the entire storage space at the Quonset Hut located on May Street.

Background

Currently the City rents the Quonset Hut on May Street to the New Liskeard Lions Club (By-law No. 2014-037) and the Bikers Reunion Committee (By-law No. 2014-036).

Analysis

The two current agreements expire in 2024, however, the Biker’s Reunion Committee has provided notice in accordance with the agreement that they no longer require the use of the space.

As such, the New Liskeard Lions Club would like the use of the entire Quonset Hut for the purpose of storage. It is recommended that both lease agreements be repealed, and a new lease agreement be entered into with the Lions Club. The draft lease agreement is attached as Appendix 01.

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 would collect a total of \$1,500 per year from the New Liskeard Lions Club for the use of the Quonset Hut.

The estimated annual costs associated with the Quonset Hut are as follows:

Ammortization:	\$ 800
Hydro:	\$ 400
Insurance:	\$ 100
Total	\$1,300

Currently, the property is exempt from taxation as a municipal facility. There is a clause in the agreement which states if the property becomes assessable the Lions Club would be responsible for the property and education taxes.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

**Being a by-law to enter into a lease agreement with the
New Liskeard Lion's Club for cold storage space within
Quonset Hut on May Street**

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

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

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

And whereas the Council of The Corporation of the City of Temiskaming Shores considered Administrative Report No. CS-017-2019 at the May 7, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a five (5) year lease agreement with the New Liskeard Lion's Club for cold storage space within the Quonset Hut located on May Street for consideration at the May 7, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into a five (5) year lease agreement with the New Liskeard Lion's Club for cold storage space within the Quonset Hut located on May Street at an annual rate of \$1,500, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That By-law No. 2014-036 being a lease agreement with the Biker's Reunion Committee be hereby repealed effective June 1, 2019.
3. That By-law No. 2014-037 being a lease agreement with the New Liskeard Lions Club be hereby repealed effective June 1, 2019.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 7th day of May, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2019-000

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

The New Liskeard Lions Club

For cold storage space within Quonset Hut
Located on May Street

This agreement made in duplicate this 7th day of May 2019.

Between:

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

And:

New Liskeard Lion's Club
(hereinafter called "the Tenant")

Witnesses that in consideration of the covenants and provisos herein contained, the City hereby permits the tenant to occupy and use a portion of certain lands known as the Quonset Hut located at 21 May Street south, in the City of Temiskaming Shores, District of Timiskaming, for a term **commencing on the 1st day of June, 2019 and ending on the 31st day of May, 2024.**

Whereas the City is the owner of the property located at, 21 May Street South;

And whereas the New Liskeard Lion's Club is a not for profit organization of persons dedicated to serving our community;

Now therefore, in consideration of the sum of \$1,500/year plus applicable taxes (prorated in 2019) due on the **1st of November**, and other good and valuable consideration paid by the New Liskeard Lion's Club to the City, the parties hereto do hereby agree as follows:

Section One – New Liskeard Lion's Club Covenants:

The New Liskeard Lion's Club covenants with the City as follows:

1. **Improvements** – The tenant shall be entitled to improve the facility from time to time provided such improvements are set out in detail to the City prior to commencement of construction of same, and approval of Council is obtained prior to commencement of construction. All proposals to the City for improvements shall set out the costs to be incurred and the means by which the tenant shall pay for same. All improvements once installed or constructed at the facility shall become the property of the City.
2. **Equipment** - The equipment and fixtures, which are owned by the City and which are situated at, 21 May Street South shall not be removed without the prior written consent of the City.
3. **Cleanliness** - The Tenant shall maintain the facility in a clean and orderly condition.

4. **Use of Building** – not to permit the space at 21 May Street south to be used for any purpose other than dry storage for the tenant. The Tenant will not permit the storage of any flammable items.
5. **Insurance** – The Tenant shall provide the City proof of insurance, and identify the City as an additional insured.
6. **Taxes** – In the event the property at 21 May Street becomes assessable the Tenant acknowledges and agrees that it shall be responsible for the payment of any property and education tax levied.
7. **Right of Renewal** – The tenant shall be required to give written notice of its intention to renew the agreement at least (90) days prior to the termination of this agreement.

Section Two – City's Covenants

The City covenants with the New Liskeard Lion's Club as follows:

1. **Utilities** - The City shall provide hydro to the said facility; there will be no heat provided in the winter months;
2. **Fire Safety/Protection** – The City shall be responsible for the development and maintenance of the Fire Safety Plan for the building, and for the provision and maintenance of all fire protection equipment as outlined in the building's Fire Safety Plan. The Tenant will be responsible to ensure a copy of the Fire Safety Plan is posted at all times, and to ensure all members of the Tenant are made familiar with the Fire Safety Plan and its requirements.

Section Three – Notices

1. **Notice to Terminate** – either party may withdraw or terminate from this agreement by providing at least 90 days notice in the appropriate form.
2. **General** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the New Liskeard Lion's Club addressed as follows:

New Liskeard Lion's Club
P.O. Box 308
New Liskeard, Ontario
P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

Default - In the event that either party believes that the other is in default of its obligation under the terms of this agreement, it shall be obliged to give to the other party 30 days notice of the alleged default. The defaulting party shall have the said 30 days to remedy the default, failing which, this agreement shall be null and void and the parties' obligations hereunder terminated.

Remainder of 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)

New Liskeard Lions Club

Signature

Name: _____

Title: _____

Witness - Signature

Name: _____

Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: CIM 2020

Report No.: CS-018-2019
Agenda Date: May 7, 2019

Recommendation

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-018-2019; and
2. That Council directs staff to apply for funding support from Fed Nor to enable the City to lead the Northern Ontario Mining Showcase at the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention from May 3 – 6, 2020.

Background

The City has led the very successful Northern Ontario Mining Showcase at the PDAC conference for the past 6 years. Due to its success and the ongoing requests from many businesses to look at other similar conferences, the City was asked to lead a small delegation to the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention in Montreal, this past week.

Fed Nor once again provided a small amount of funding to enable a group of seven businesses to attend the event by offsetting the cost of space and booth rental. Most of the businesses are confident that the results will be similar to those received at PDAC, and in some cases, better results are anticipated. All stated that the event was worthwhile attending.

Analysis

While at the event, the CIM organizers advised that if we wished to reserve a larger space at the event in 2020, we needed to book immediately as space was booking up fast and by the end of the second day, was 70% sold out. For this reason, staff reserved 2,700 square feet of space which could be used for the purpose of the Northern Ontario Mining Showcase at CIM 2020. The space can be released if our application to Fed Nor is unsuccessful.

Staff visited all of the existing Northern Ontario suppliers who were exhibiting at the event to see if they would be interested in participating at next year's CIM convention in Vancouver. Some suggested that this market would not be successful to them due to shipping distances, but many felt that it would be a great opportunity for them to explore a new market at a reasonable cost.

During conversations with Fed Nor staff it was determined that funding support would be limited due to the exploratory nature of the project, so registration will be limited to approximately 25 businesses. During our discussions with the businesses on site at this year's CIM event, there are already 25 who wish to participate in a Northern Ontario Mining Showcase event at CIM next year if we are successful in attracting Fed Nor's support of the project.

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

Fed Nor staff and City staff sat with the event organizers and our current booth designer to create an estimate of costs for the event. It is estimated that the cost to bring the 25 businesses to the event in Vancouver will be \$190,000 of which the private sector partners will invest \$12,500 and Fed Nor will be asked to provide \$177,500 in support.

The City will not provide any cash support to the project, however the City is being asked by Fed Nor to coordinate the event without the support of a paid event coordinator, therefore there will be some staff time required to coordinate the 2020 event. This is expected to be a one year only request due to the smaller scale of the 2020 event. If Fed Nor wishes to return to Montreal with a Northern Ontario Mining Showcase in 2021, there will likely be 50+ businesses at which point, we will need to hire an independent coordinator again. For the 2020 event the Economic Development Officer and the Economic Development Intern will help coordinate the event, however, if this were to continue on an ongoing basis it could consume upwards of 25% of staff's time working on both the PDAC and CIM projects combined. The City must realize that if we agree to take on the lead role in these activities, it does provide great visibility for the community, however it will mean that other parts of the strategic plan will suffer.

Alternatives

The alternative is for the City to decline to lead the Northern Ontario Mining Showcase at CIM 2020 and let another community take the lead.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original Signed by"

"Original signed by"

James Franks
Economic Development
Officer

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2019-065

**Being a by-law to enter into a three (3) year agreement with
Grant Fuels Inc. for the supply of Petroleum Fuels 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 No. PW-008-2019 at the April 16, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year agreement with Grant Fuels Inc. for the supply of Petroleum Fuels for consideration at the May 7, 2019 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to execute an agreement with Grant Fuels Inc. for the supply of Petroleum Fuels, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 7th, day of April, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2019-065

Agreement between

The Corporation of the City of Temiskaming Shores

and

Grant Fuels Inc.

for the supply of Petroleum Fuels

This agreement, made this 7th day of May, 2019.

Between:

The Corporation of the City of Temiskaming Shores
(Hereinafter referred to as the "the City")

And:

Grant Fuels Inc.
88 Lakeshore Road North / New Liskeard, Ontario / P0J 1P0
(Hereinafter referred to as "the Supplier")

Whereas the City released Tender No. PW-RFQ-001-2019 for the supply of various Petroleum Fuels for the use by the City of Temiskaming Shores;

And whereas the Supplier was the successful proponent of PW-RFQ-001-2019;

Now therefore, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. Term

The Supplier shall supply Petroleum Products to the City for a term commencing on the **1st day of April, 2019** and ending on the **31st day of March, 2022**.

2. Petroleum Rates

The Supplier shall supply Petroleum Products at the following rates/litre:

Dyed Diesel	Clear Diesel	Unleaded Fuel	Premium	Delivery Time
\$0.8445	\$0.9875	\$0.9080	\$1.0680	4 Hrs.

Unit prices shall include all labour, materials, delivery, overhead, taxes, profit and all relative charges of the Supplier and represent the actual cost to the City.

The Product pricing may only fluctuate with the increase and/or decrease of the "rack price" or government tax rates as provided in writing from the Supplier on a monthly basis with the following "rack price" as the benchmark for pricing fluctuation:

Dyed Diesel	Clear Diesel	Furnace Fuel	Unleaded Gasoline
\$0.7645	\$0.7645	\$0.6210	\$0.7210

3. Deliveries

Time shall be the essence of the contract. Goods must be delivered within the time promised, failing which the City reserves the right to cancel the order or unshipped portion thereof without penalty or prejudice.

The Supplier shall develop a routine delivery schedule to ensure fuel is readily available at all times. The fuel delivered and dispensed to City tanks shall be metered and the meters shall be certified correct within normal tolerances approved by the Ministry of Consumer and Commercial Relations.

The Supplier hereby understands that not every location is manned and original signature for receipt may not be available at time of delivery. When such circumstance arises, the Provider shall ensure that delivery slips are forwarded to the City's accounting office by mail, (P.O. Box 2050, Haileybury, ON P0J 1K0) fax (705-672-2911) or email finance@temiskamingshores.ca at first opportunity in order to be reconciled with invoices without delay.

The fuel delivered and dispensed to City tanks shall be metered and the meters shall be certified correct within normal tolerances approved by the Ministry of Consumer and Commercial Relations.

4. Emergency Delivery Response

The City shall require fuel delivery to the Emergency Operations Centres (EOC's) and also to the sanitary pumping stations when requested. In the event of a community emergency. i.e., fire, widespread power failure, severe weather, severe flooding, etc., the Providers first priority shall be to mobilize fuel deliveries to the EOC's and pumping stations on short notice, and to connect with the City Representative in order to strategize/ minimize the impact of the emergency to the public. The critical emergency sites shall be required to be continuously operational.

5. Contract Extension

The term of this contract may be extended for an additional one year period with all terms and conditions remaining the same provided that both the City and the Supplier agree to such extension in writing.

6. Safety

While delivering on City property, The Provider's attention is drawn to the provisions of the Occupational Health & Safety Act 2010. The Supplier shall be considered the "Constructor" under the terms and conditions of this agreement. Certificates of good standing from the Workplace Safety & Insurance Board will be required before commencement of work and before final payment is made.

If at any time during the duration of the contract either the equipment or personnel are operating in an unsafe manner, the City's Director or his designate shall have the right to suspend the operation and have the equipment and the operator removed from the delivery site.

The Supplier shall report promptly to the City's Transportation Supervisor, giving full details in writing of all accidents in connection with the performance of the work, which

results in property damage, death or injury.

7. Insurance

While delivering on City property, the Supplier shall carry motor vehicle liability insurance having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property. The Provider shall provide proof of general liability insurance having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property and including the City as an additional insured and containing a cross liability clause.

8. Quantities/ Locations

The Municipality makes no guarantee as to exact locations nor litres and therefore reserves the right to revise locations and actual litres as the situation warrants and payment will be made for actual litres delivered.

9. Specifications

All goods supplied to the City must be appropriately identified as approved by the Canadian Standards Association (CSA) and/or the Underwriters Laboratories (UL), standards for safety.

10. Special Provisions

The fuel products shall meet and/or exceed these and /or the latest revisions to Canadian regulations.

- **Regular Unleaded Gasoline** - CAN/CGSB-3.5-99;
- **Regular Ethanol Gas** - Canadian Environmental Protection Act Standard ECP-16-90, Section 8 (1) (b);
- **Low Sulphur Clear Diesel** - CAN/CGSB 3.6-2000, Sulphur max 0.05 wt %;
- **Regular Coloured Diesel** - CAN2-3.2-M89 Type 2, known as No. 2 Diesel Fuel.

All fuels shall meet all Federal and Provincial Regulations including sulphur reductions, sulphur in gasoline not to exceed 150 P.P.M. as at December 31, 2004 and further reduced to 30 P.P.M. thereafter, AND sulphur in diesel not to exceed 500 P.P.M. and further reduced to 15 P.P.M. by June 2006. The City reserves the right to have materials tested on an intermittent and/or ongoing basis to ensure adherence to specifications.

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)

Grant Fuels Inc.

President – Gord Grant

Signature - Witness
Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2019-065

Form of Agreement

City of Temiskaming Shores
PW-RFQ-001-2019
Gasoline and Diesel Fuel

Form of Quotation

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

I/We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation.

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

All prices are F.O.B. each City location as described within. Product pricing may on fluctuate with increases and/or decreases when rack price "Toronto" as listed in the oil buyer's guide and/or government taxes change. The City of Temiskaming Shores shall be supplied with written proof of rack price changes or government tax changes when a change in pricing occurs (Monthly adjustments as minimum requirement). Written notification must be provided in the form of an e-mail to amisener@temiskamingshores.ca.

The litres listed herein are for estimating purposes only and the City makes no guarantee as to exact locations / quantities estimated or used and therefore reserves the right to revise locations and/or material quantities as the situation warrants.

Section 1

I/We Grant Fuels Inc. offer to supply the requirements stated within at the corresponding totals.

The rack prices as of Tuesday, March 5, 2019 are declared as follows: Please provide and enclose proof thereof.

Item 1

Dyed Diesel	Clear Diesel	Reg. Unleaded Gas	Premium High Octane Unleaded Gas
0.7645	0.7645	0.6210	0.7210

This page 1 of 6 to be submitted

Item 2

Description	Estimated Usage	Unit Price	Margin	Gas Tax	Excise Tax	Total (per litre)
Dyed Diesel	92,411 L	0.7645	0.0400	—	0.0400	0.8445
Clear Diesel	73,777 L	0.7645	0.0400	0.1430	0.0400	0.9875
Reg. Unleaded Gasoline	69,015 L	0.6210	0.0400	0.1470	0.1000	0.9080
Premium High Octane Unleaded Gasoline	9,000 L	0.7210	0.1000	0.1470	0.1000	1.0680
Sub-Total:						\$
H.S.T.:						\$
Total:						\$

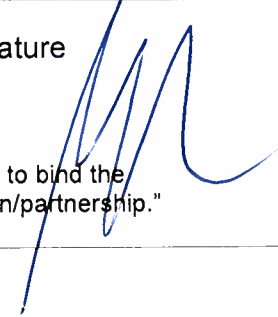
unable to fill out
as per question
to town clerk
St.
- was supposed to
be grayed out.
Steve

This page 2 of 6 to be submitted

I/We GRANT FUELS Inc. offer to supply the requirements stated within.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 6TH day of MARCH, 2019.

<p>Company Name <u>GRANT FUELS Inc.</u></p>	<p>Contact name (please print) <u>GORD GRANT</u></p>
<p>Mailing Address <u>251 GRAY ROAD PO BOX 2439 NEW LISKEARD, ON</u></p>	<p>Title <u>PRESIDENT</u></p>
<p>Postal Code <u>P0J 1P0</u></p>	<p>Authorizing Signature  "I have the authority to bind the company/corporation/partnership."</p>
<p>Contact <u>STEVEN STINKOWJI</u> Business phone: <u>705-647-6566</u> Mobile phone: <u>705-544-3447</u> Fax: <u>705-647-3031</u> Email: <u>SStinkowji@grantfuels.com</u></p>	

This page 3 of 6 to be submitted

City of Temiskaming Shores
PW-RFQ-001-2019
Gasoline and Diesel Fuel

Non-Collusion Affidavit

I/ We GRANT FUELS Inc. the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at New Liskeard this 6th day of MARCH, 2019.

Signed

Company Name

Title

[Signature]
GRANT FUELS Inc.
PRESIDENT

This page 4 of 6 to be submitted

Conflict of Interest Declaration

Please check appropriate response:

- I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

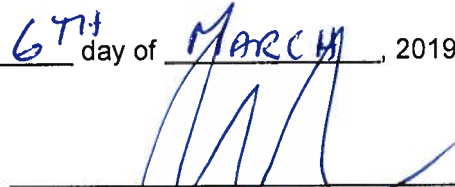
Dated at New Liskeard this 6th day of MARCH, 2019.

Signed

Company Name

Bidder's Authorization Official

Title



GRANT FUELS INC.

GORD GRANT

PRESIDENT

This page 5 of 6 to be submitted

Schedule "A"

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name GRANT FUELS INC. Company Name

Phone Number 705-647-6566 Address 251 GRAY Rd.
New Liskeard, ON.

I, GORD GRANT, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under

This page 6 of 6 to be submitted

Schedule B – Locations

Location	Premium high octane gasoline	Dyed diesel	Clear diesel	Regular unleaded gasoline
Public Works Dept. 200 Lakeshore Rd. (New Liskeard)		4,500 litre Tank Outside	18,100 Litre Tank Outside	18,100 Litre Tank Outside
Public Works Dept. 500 Broadway Ave. (Haileybury)		18,100 litre Tank Outside		
Harbourfront Marina Farr Dr. (Haileybury)	4,500 litre outside tank for watercraft			
Gray St. sewage lift station (New Liskeard)		1,000 litre outdoor tank for generator		
Raymond St. Water pumping station. (Dymond Twp.)		2 x 1,000 litre indoor tanks		
Browning St. water treatment plant (Haileybury)		1,850 litre outdoor tank for generator		
View St. Waste Water Treatment Plant (Haileybury)		1,110 litre outdoor tank for generator		
Niven St. South Water Reservoir (Haileybury)		1,801 litre outdoor tank for generator		
Station St. Lift Station (North Cobalt)		454 litre indoor tank for generator		
North Cobalt Lagoon Proctor's Road (North Cobalt)		1,110 litre indoor tank for generator		
Montgomery St. Lift Station (New Liskeard)		1,000 litre outdoor tank for generator		
Shepherdson Rd. Reservoir (New Liskeard)		2,500 litre outdoor tank for generator		
Niven St. North Waste Water Lift Station (New Liskeard)		1,000 litre outdoor tank for generator		
Whitewood Ave Lift Station (New Liskeard)		1,000 litre outdoor tank for generator		
McCamus Ave Water Treatment Plant (New Liskeard)		1,110 litre indoor tank for generator		
Goodman St. Pumping Station (New Liskeard)		1,000 litre outdoor tank for generator		
New Liskeard Lagoon Bedard Road (New Liskeard)		1,000 litre outdoor tank for generator		

The Corporation of the City of Temiskaming Shores

By-law No. 2019-071

Being a by-law to enter into a Purchase Agreement with Nortrax Canada Inc. (Stoney Creek) for the purchase of a used Grader

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

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

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

And whereas Council considered Administrative Report No. PW-012-2019 at the April 16, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Nortrax Canada Inc. (Stoney Creek) for the purchase of a used Grader at an upset limit of \$229,600 plus applicable taxes for consideration at the May 7, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into a purchase agreement with Nortrax Canada Inc. (Stoney Creek) for the purchase of a used Grader at an upset limit of \$229,600 plus applicable taxes, attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 7th day of May, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law 2019-071

Equipment Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Nortrax Canada Inc. (Stoney Creek)

For the supply and delivery of a used Grader

This agreement made in duplicate this 7th day of May, 2019.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Nortrax Canada Inc.

(hereinafter called "the Supplier")

Witnesseth:

That the Owner and the Supplier shall undertake and agree as follows:

Article I:

The Supplier will:

- a) Provide one (1) used Grader in accordance to Appendix 01 attached hereto and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) used Grader in the amount of **Two Hundred and Twenty-Nine Thousand, Six Hundred Dollars and Zero cents (\$229,600.00)** plus applicable taxes;
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Supplier:

Nortrax Canada Inc.
760 South Service Road
Stoney Creek, Ontario
L8E 5M6

Attn.: Peter Simpson

The Owner:

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

Attn.: Mitch Lafereniere

Remainder of 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)

Nortrax Canada Inc.

Peter Simpson

Witness - Signature

Print Name: _____

Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



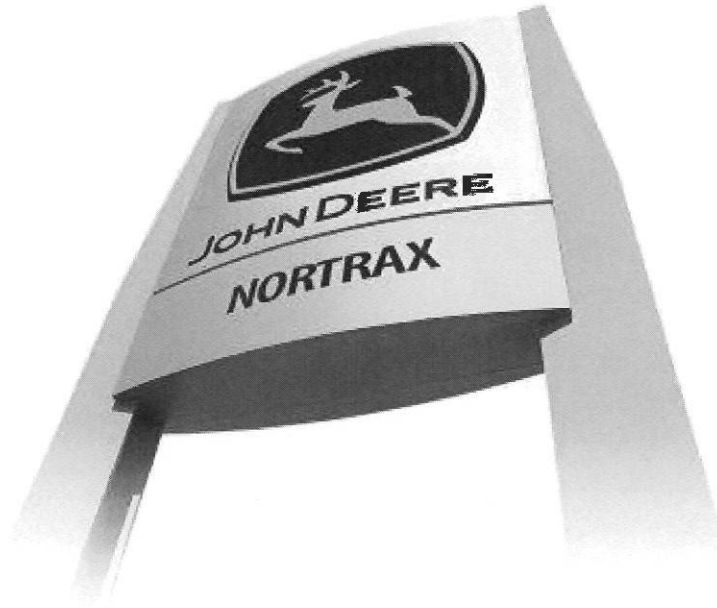
Appendix 01 to
Schedule "A" to

By-law No. 2019-071

Form of Agreement
Grader

Quote ID: 19201070

Prepared For:
CITY OF TEMISKAMING SHORES



Prepared By: **PETER SIMPSON**

Nortrax Canada Inc.
760 South Service Road
Stoney Creek, ON L8E 5M6

Tel 905-643-4166
FAX: 905-643-3511
Email: peter.simpson@nortrax.com

Date: 22 March 2019

Offer Expires: 05 April 2019

Confidential

Quote Summary

Prepared For:
 CITY OF TEMISKAMING SHORES
 P.o. Box 2050
 325 Farr Drive
 Haileybury, ON P0J1K0

Prepared By:
 Nortrax Canada Inc.
 PETER SIMPSON
 760 South Service Road
 Stoney Creek, ON L8E 5M6
 Phone: 905-643-4166
 peter.simpson@nortrax.com

Quote ID: 19201070
Created On: 22 March 2019
Expiration Date: 05 April 2019

Equipment Summary	Selling Price	Qty	Extended
2013 JOHN DEERE 772G MOTOR GRADER with 6WD - 1DW772GXCCD649393	\$ 229,600.00 X	1 =	\$ 229,600.00

Equipment Total **\$ 229,600.00**

Quote Summary	
Equipment Total	\$ 229,600.00
SubTotal	\$ 229,600.00
GST/HST	\$ 29,848.00
Est. Service Agreement Tax	
Total	\$ 259,448.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 259,448.00

Sales Person: X _____

Accepted By: X _____

Selling Equipment

Quote ID: 19201070 Customer: CITY OF TEMISKAMING SHORES

2013 JOHN DEERE 772G MOTOR GRADER with 6WD - 1DW772GXCCD649393

Hours: 4479
Stock Number: 96320

Code	Description	Qty
8470T	772G MOTOR GRADER	1

Dealer Attachments

	UNIVERSAL LIFT GROUP	1
	Serial No.:T16100002	
	Stock Number:114606	
	301-12RM HYD WING ASSEMBLY W/ HI WEAR EDGES (RIPPER MOUNT)	1
	Serial No.:T16100003	
	Stock Number:114607	

Original Factory Build Codes

Code	Description
1010	STANDARD HYDRAULIC CONTROLS
1125	9.0L ENG,EPA TR3/STG3A CAN
1220	ALTERNATOR 130 AMP
1310	QUICK SERVICE GROUP
1410	STANDARD FUEL LINES
1520	NO FAST FILL FUEL SYSTEM
1610	HYDRAULIC PUMP DISCONNECT
1700	JDLINK ULTIMATE(W/SIM1) N.A.
1820	MUFFLER EXHAUST STK
1920	NO BLADE IMPACT ABSORPTION
2080	14'X27"X1" MB (8" CEX3/4")
2220	CRCLE INSRT-NYLON-S.D. NO CL
2320	NO REV OVERLAY END BITS
2410	NO MOLDBOARD EXTENSIONS
2575	NOT TOPCON READY
2605	ENGLISH LABELS & DECALS
4636	17.5R25 G2/L2 1*SNO MICH 3PC
5025	LOW CAB W/FIXED FT***OPEN SD
5510	AUTOSHIFT TRANSMISSION
5710	TRANS VALVE SOLENOID GUARD
5810	GREASE,OIL,FUEL&COOLNT 10W30
6010	CAB PRECLEANER
6130	PREM POST/CONT FABRIC AIRSUS
6540	RH 7 FUNC CONTROL VALVE
6620	LH 5 FUNC CONTROL VALVE

Selling Equipment

Quote ID: 19201070 Customer: CITY OF TEMISKAMING SHORES

6750	NO FRONT MOUNTED ATTACHMENTS
6850	NO REAR MOUNTED ATTACHMENTS
7160	DLX LIGHTING PKG W/HAL +8XTR
7520	1400 CCA BATTERY, 9.0L
7810	STANDARD FT FENDERS
8120	CONVERTER, 25 AMP 24V TO 12V
8220	MIRRORS, EXTERNAL HEATED
8310	LOWER FRONT INT WIPER/WASHER
8410	RADIO AM/FM/WB
8510	A/C - CHARGE
8720	NO SOUND ABSORPTION PKG T2&3
8820	NO CAMERA
9005	REAR FENDERS NARROW
9120	SUNVISOR-FRONT WINDOW
9130	REAR RETRACTABLE SUNSHADE
9210	PEDAL DECELERATOR
9220	FIRE EXTINGUISHER
9270	SNOWPLOW LIGHTS
9280	SMV SIGN WITH BRACKET
9290	RH FLIP DOWN BEACON BRACKET
9360	HEATER ENG COOLANT, 120V
9370	ETHER AID - LESS CANISTER
9620	HYDRAULIC VALVE COVERS

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2019-072

A BY-LAW TO AUTHORIZE CERTAIN NEW CAPITAL WORKS OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (THE “MUNICIPALITY”); TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”) FOR FINANCING SUCH CAPITAL WORKS; TO AUTHORIZE TEMPORARY BORROWING FROM OILC TO MEET EXPENDITURES IN CONNECTION WITH SUCH WORKS; AND TO AUTHORIZE LONG TERM BORROWING FOR SUCH WORKS THROUGH THE ISSUE OF DEBENTURES TO OILC

WHEREAS the *Municipal Act, 2001* (Ontario), as amended, (the “**Act**”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is now deemed to be expedient to authorize for the purposes of the Municipality the new capital work(s) described in column (2) of Schedule “A” (individually a “**Capital Work**”, collectively the “**Capital Works**”, as the case may be) attached hereto and forming part of this By-law (“**Schedule “A”**”) in the amount of the respective estimated expenditure set out in column (3) of Schedule “A”, subject in each case to approval by OILC of the financing for such Capital Work(s) that will be requested by the Municipality in the Application as hereinafter defined;

AND WHEREAS in accordance with section 4 of Ontario Regulation 403/02 (the “**Regulation**”), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the “**Updated Limit**”), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule “A” (the “**Authorized Expenditure**” for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, (collectively the “**Estimated Annual Amount Payable**”) and determined that the Estimated Annual Amount Payable does not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Ontario Municipal Board pursuant to the Regulation, is not required before any such Capital Work is authorized by the Council of the Municipality;

AND WHEREAS subsection 405(1) of the Act provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work;

AND WHEREAS subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS the Act also provides that a municipality shall authorize long term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

AND WHEREAS OILC has invited Ontario municipalities desirous of obtaining temporary and long-term debt financing in order to meet capital expenditures incurred on or after January 1, 2004 in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application on the form provided by OILC;

AND WHEREAS the Municipality has completed and submitted an application to OILC (the "**Application**") to request financing for the Capital Work(s) by way of long term borrowing through the issue of debentures to OILC and by way of temporary borrowing from OILC pending the issue of such debentures;

AND WHEREAS OILC has accepted and has approved the Application;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES ENACTS AS FOLLOWS:

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the financing of the Capital Work(s) in the maximum aggregate principal amount of \$820,275 substantially in the form of Schedule "B" hereto and forming part of this By-law, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2.
 - (a) The undertaking of the Capital Work or of each Capital Work, as the case may be, in the amount of the respective estimated Authorized Expenditure set out in column (3) of Schedule "A" is hereby approved and authorized;
 - (b) any one or more of the Mayor and the Treasurer are hereby authorized to conclude contracts on behalf of the Municipality for the undertaking of the Capital Work or of each Capital Work, as the case may be, in accordance with the Municipality's usual protocol;
 - (c) where applicable, the Engineer of the Municipality will forthwith make such plans, profiles and specifications and furnish such information as in the opinion of the Engineer are necessary for the undertaking of the Capital Work or of each Capital Work, as the case may be; and
 - (d) where applicable, the undertaking of the Capital Work or of each Capital Work, as the case may be, shall be carried on and executed under the superintendence and according to the direction and orders of such Engineer.
3. The Mayor and the Treasurer are hereby authorized to negotiate and enter into, execute and deliver for and on behalf of the Municipality a financing agreement (a "**Financing Agreement**") with OILC that provides for temporary and long term borrowing from OILC

in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.

4. The Mayor and/or the Treasurer are hereby authorized, pending the substantial completion the Capital Work or each Capital Work, as the case may be, or as otherwise agreed with OILC, to make temporary borrowings pursuant to section 405 of the Act in respect of the Capital Work or of each Capital Work, as the case may be, on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree, and to sign such evidence of indebtedness as OILC may require (the “**Note**”) and to deliver the Note to OILC, such execution and delivery to be conclusive evidence of such agreement; and the Treasurer is authorized to sign such certifications as OILC may require in connection with such borrowings in respect of the Capital Work(s); provided that the amount of borrowings allocated to the Capital Work or to each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule “A” in respect of such Capital Work.
5. Subject to the terms and conditions of the Financing Agreement and such other terms and conditions as OILC may otherwise require, the Mayor and the Treasurer are hereby authorized to long term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree (the “**Debentures**”); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule “A” in respect of such Capital Work.
6. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Note and/or the Debentures, as the case may be (the “**Obligations**”), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
7. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under the Note and/or any outstanding Debenture, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
8. (a) The Mayor and/or the Treasurer are hereby authorized to execute and deliver the Note, the Mayor and the Treasurer are hereby authorized to enter into, execute and deliver the Financing Agreement, and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in

order to perform the Obligations of the Municipality under the Financing Agreement and to execute and deliver the Note and to issue the Debentures, and the Treasurer is authorized to affix the Municipality's municipal seal to any such documents and papers.

- (b) The money realized in respect of the Note and the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to the execution and delivery of the Note and to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.

9. This By-law takes effect on the day of passing.

ENACTED AND PASSED this 7th day of May, A.D. 2019.

Carman Kidd
Mayor

David B. Treen
Municipal Clerk

Schedule "A"
to By-Law Number 2019-072
(New Capital Work(s))

(1)	(2)	(3)	(4)
<u>Capital Work Number</u>	<u>Description of Capital Work</u>	<u>Estimated Expenditure</u>	<u>Loan Amount</u>
1	NL Library Relocation	\$1,700,000	\$1,700,000
2	Fleet Replacement	\$600,000	\$600,000

Schedule “B”

Please insert the OILC Application into Schedule “B”.

Webloans Loan Application PDF

FA Number

Application for

Projects

ID	SIT Project ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
866	1	New Liskeard Library Relocation	07/01/2019	12/31/2019	\$1,700,000.00	1,700,000.00
867	2	Fleet Replacement	05/01/2019	05/30/2019	\$600,000.00	600,000.00

Details of Project New Liskeard Library Relocation

Project Category

Work Type

Other Description

Project Name

Construction/Purchase Start

Construction/Purchase End

Energy Conservation

Project Address 1

Project Address 2

City / Town

Province

Postal Code

Description

Comments and/or Special Requests

Project Life Span (Years)

Project Financial Information

Project Cost (A)

Other Project Funding / Financing (B):

Other Project Funding/Financing Total (B)

OILC Loan Amount (A-B)

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

01/01/2020

\$1,700,000.00

20

Serial

Long-term Borrowing Total

\$1,700,000.00

Details of Project Fleet Replacement

Project Category: Municipal Other Infrastructure

Work Type: Others

Other Description: replacement of plow truck and grader

Project Name: Fleet Replacement

Construction/Purchase Start: 05/01/2019

Construction/Purchase End: 05/30/2019

Energy Conservation:

Project Address 1: 200 Lakeshore Road

Project Address 2:

City / Town: New Liskeard

Province: Ontario

Postal Code: P0J 1K0

Description: Replacement of plow truck and grader as per approved fleet replacement plan.

Comments and/or Special Requests:

Project Life Span (Years): 20

Project Financial Information

Project Cost (A) \$600,000.00

Other Project Funding / Financing (B):

Other Project Funding/Financing Total (B) \$0.00

OILC Loan Amount (A-B) \$600,000.00

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
06/01/2019	\$600,000.00	10	Serial
Long-term Borrowing Total		\$600,000.00	

Debt and Re-payments Summary

Has there been any new/undisclosed debt acquired since last FIR was submitted?

Yes No

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

Non Re-payments of Loans or Debenture

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

OILC Loan Repayment Information

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation	100.00
User Fees	0.00
Service Charges	0.00
Development Charges	0.00
Connection Fees	0.00
Repayment Subsidies	0.00
Other	
Total	100.00%

Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below.

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-Law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

Please note: OILC retains the right to request and review any additional information or documents at its discretion.

Confidential Information

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.

The Corporation of the City of Temiskaming Shores

By-law No. 2019-073

Being a by-law to enter into an agreement with Pollard Distribution Inc. for the Supply and Application of Liquid Dust Suppressant at various locations within the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-014-2019 at the May 7th, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pollard Distribution Inc. for the Supply and Application of Liquid Dust Suppressant for consideration at the May 7th, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Pollard Distribution Inc. for the Supply and Application of Liquid Dust Suppressant at various locations in the City of Temiskaming Shores, at a unit cost of \$0.305 plus applicable taxes per litre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 7th day of May, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law 2019-073

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pollard Distribution Inc.

for the Supply and Application of Liquid Dust Suppressant

This agreement made in duplicate this 7th day of May 2019.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the Owner”)

And:

Pollard Distribution Inc.
(hereinafter called “the Contractor”)

Witnesseth:

That the Owner and the Contractor shall undertake and agree as follows:

Article I:

The Contractor will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Supply and Application of Liquid Dust Suppressant
Tender No. PWO-RFT-004-2019**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01;
- c) Complete, as certified by the Director of Public Works, all the work by **September 30th, 2019.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Zero Dollars and Thirty and One-Half Cents (\$0.305) plus applicable taxes** per litre, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Pollard Distribution Inc.
P.O. Box 280
Harrow, Ontario
N0R 1G0

The Owner:

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

Remainder of page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor / Tenant /)
Consultant's Seal)
(if applicable))

Municipal Seal)

Pollard Distribution Inc.

President – Kevin Pollard

Witness - Signature

Print Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2019-073

Form of Agreement



Form of Tender

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

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

Section 1

Location	Quantity L	Unit Price	Sub Total	H.S.T.	Total, \$
F.O.B. Delivered and applied to various locations Township of Harley	78,000	\$.305	\$23790. ⁰⁰	\$3092. ⁷⁰	\$26882. ⁷⁰
F.O.B. Delivered and applied to various locations Township of Evanturel	26,000	\$.305	\$7930. ⁰⁰	\$1030. ⁹⁰	\$8960. ⁹⁰
F.O.B. Delivered and applied to various locations Township of Kerns	78,000	\$.305	\$23790. ⁰⁰	\$3092. ⁷⁰	\$26882. ⁷⁰
F.O.B. Delivered and applied to various locations, Township of Chamberlain	52,000	\$.305	\$15860. ⁰⁰	\$2061. ⁸⁰	\$17921. ⁸⁰
F.O.B. Delivered and applied to various locations, Township of Hudson	78,000	\$.305	\$23790. ⁰⁰	\$3092. ⁷⁰	\$26882. ⁷⁰
F.O.B. Delivered and applied to various locations City of Temiskaming Shores	156,000	\$.305	\$47580. ⁰⁰	\$6185. ⁴⁰	\$53765. ⁴⁰
F.O.B. Delivered and applied to various locations, Township of Hilliard	26,000	\$.305	\$7930. ⁰⁰	\$1030. ⁹⁰	\$8960. ⁹⁰

Page 1 of 6 to be submitted




Location	Quantity L	Unit Price	Sub Total	H.S.T.	Total, \$
F.O.B. Delivered and applied to various locations, Brethour Twp.	52,000	\$.305	\$15860. ⁰⁰	\$2061. ⁸⁰	\$17921. ⁸⁰
F.O.B. Delivered and applied to various locations Township of Casey	28,000	\$.305	\$8540. ⁰⁰	\$1110. ²⁰	\$9650. ²⁰
F.O.B. Delivered and applied to various locations Township of Armstrong	78,000	\$.305	\$23790. ⁰⁰	\$3092. ⁷⁰	\$26882. ⁷⁰
F.O.B. Delivered and applied to various locations Township of Charlton – Dack	52,000	\$.305	\$15860. ⁰⁰	\$2061. ⁸⁰	\$17921. ⁸⁰
F.O.B. Delivered and Applied to various locations Township of Harris	26,000	\$.305	\$7930. ⁰⁰	\$1030. ⁷⁰	\$8960. ⁷⁰
F.O.B. Delivered and applied to various locations within the boundaries of the Township of Temagami	78,000	\$.305	\$23790. ⁰⁰	\$3092. ⁷⁰	\$26882. ⁷⁰



I/We POLLARA DISTRIBUTION INC. offer to supply the requirements stated within.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this 8TH day of APRIL 2019

<p>Company Name</p> <p><u>POLLARA</u> <u>DISTRIBUTION INC.</u></p>	<p>Contact name (please print)</p> <p><u>KEVIN POLLARA</u></p>
<p>Mailing Address</p> <p><u>BOX 280</u> <u>HARROW, ONTARIO</u></p>	<p>Title</p> <p><u>PRESIDENT.</u></p>
<p>Postal Code</p> <p><u>NOR 1G0</u></p>	<p>Authorizing signature</p>  <p>"I have the authority to bind the company/corporation/partnership."</p>
<p>Telephone</p> <p><u>1-519-738-2213</u></p>	<p>Fax</p> <p><u>1-519-738-2214.</u></p>
<p>Cell Phone if possible</p> <p><u>519-796-8114.</u></p>	<p>Email</p> <p><u>KPOLLARA@POLLARAHIGHWAYS.COM</u></p>

Page 3 of 6 to be submitted



City of Temiskaming Shores

**PWO-RFT-004-2019
Liquid Calcium Chloride**

Non Collusion Affidavit

I/We POLLARA DISTRIBUTION INC the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid.

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at HAAROW this 8TH day of APRIL, 2019

Signed
Company Name POLLARA DISTRIBUTION INC.
Title PRESIDENT.



**City of Temiskaming Shores
PWO-RFT-004-2019
Liquid Calcium Chloride**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

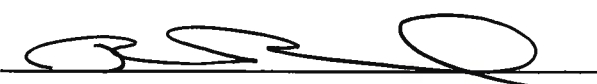
In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at HARROW this 8TH day of APRIL, 2019.

Firm Name POLLARD DISTRIBUTION INC.

Bidder's Authorization Official KEVIN POLLARD

Title PRESIDENT

Signature 

Page 5 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-004-2019
Liquid Calcium Chloride**

Schedule "A"- Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name POLLARD DISTRIBUTION INC. Company Name

Phone Number 519-738-2213 Address Box 280
HARROW, ONTARIO
N0R 1G0

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

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

Date: APRIL 8, 2019

The Corporation of the City of Temiskaming Shores

By-law No. 2019-074

**Being a by-law to enter into a Purchase Agreement with
Winslow Gerolamy Motors for the purchase of a Plow
Truck**

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

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

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

And whereas Council considered Administrative Report No. PW-013-2019 at the April 16, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Winslow Gerolamy Motors for the purchase of an in-stock Plow Truck at an upset limit of \$244,569 plus applicable taxes as well as vehicle appurtenances at an upset limit of \$15,000 plus applicable taxes for consideration at the May 7, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into a purchase agreement with Winslow Gerolamy Motors for the purchase of an in-stock Plow Truck at an upset limit of \$244,569 plus applicable taxes as well as vehicle appurtenances at an upset limit of \$15,000 plus applicable taxes for consideration, attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 7th day of May, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2019-074

Equipment Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Winslow Gerolamy Motors

For the supply and delivery of an in-stock Plow Truck

This agreement made in duplicate this 7th day of April, 2019.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Winslow Gerolamy Motors

(hereinafter called "the Supplier")

Witnesseth:

That the Owner and the Supplier shall undertake and agree as follows:

Article I:

The Supplier will:

- a) Provide one (1) in-stock Plow Truck in accordance to Appendix 01 attached hereto and forming part of this agreement;
- b) Provide vehicle appurtenances in the amount of \$15,000 plus applicable taxes.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) in-stock Plow Truck in the amount of **Two Hundred and Forty-Four Thousand, Five Hundred and Sixty-Nine Dollars and Zero cents (\$244,569.00)** plus applicable taxes;
- b) Pay the Supplier in lawful money of Canada for the supply and delivery of vehicle appurtenances in the amount of **Fifteen Thousand Dollars and Zero cents (\$15,000.00)** plus applicable taxes;
- c) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by

Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Supplier:

Winslow Gerolamy Motors
1018 Landsdowne St. W.
Peterborough, Ontario
K9J 6Y5

The Owner:

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

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

Signed and Sealed in)
the presence of)

Winslow Gerolamy Motors

Authorized Signature
Print Name: _____
Title: _____

Witness - Signature
Print Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2019-074

Form of Agreement
Plow Truck

<u>Description</u>	(CANADIAN DOLLAR)	<u>Price</u>
Net Sales Price:		\$244,569.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

WINSLOW GEROLAMY MOTORS
1018 LANSDOWNE ST. W.
PETERBOROUGH ON K9J 6Y5
(705)742-3411

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

The Corporation of the City of Temiskaming Shores

By-law No. 2019-075

**Being a by-law to enter into a lease agreement with the
New Liskeard Lion's Club for cold storage space within
Quonset Hut on May Street**

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

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

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

And whereas the Council of The Corporation of the City of Temiskaming Shores considered Administrative Report No. CS-017-2019 at the May 7, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a five (5) year lease agreement with the New Liskeard Lion's Club for cold storage space within the Quonset Hut located on May Street for consideration at the May 7, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into a five (5) year lease agreement with the New Liskeard Lion's Club for cold storage space within the Quonset Hut located on May Street at an annual rate of \$1,500, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That By-law No. 2014-036 being a lease agreement with the Biker's Reunion Committee be hereby repealed effective June 1, 2019.
3. That By-law No. 2014-037 being a lease agreement with the New Liskeard Lions Club be hereby repealed effective June 1, 2019.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 7th day of May, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2019-075

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

The New Liskeard Lions Club

For cold storage space within Quonset Hut
Located on May Street

This agreement made in duplicate this 7th day of May 2019.

Between:

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

And:

New Liskeard Lion's Club
(hereinafter called "the Tenant")

Witnesses that in consideration of the covenants and provisos herein contained, the City hereby permits the tenant to occupy and use a portion of certain lands known as the Quonset Hut located at 21 May Street south, in the City of Temiskaming Shores, District of Timiskaming, for a term **commencing on the 1st day of June, 2019 and ending on the 31st day of May, 2024.**

Whereas the City is the owner of the property located at, 21 May Street South;

And whereas the New Liskeard Lion's Club is a not for profit organization of persons dedicated to serving our community;

Now therefore, in consideration of the sum of \$1,500/year plus applicable taxes (prorated in 2019) due on the **1st of November**, and other good and valuable consideration paid by the New Liskeard Lion's Club to the City, the parties hereto do hereby agree as follows:

Section One – New Liskeard Lion's Club Covenants:

The New Liskeard Lion's Club covenants with the City as follows:

1. **Improvements** – The tenant shall be entitled to improve the facility from time to time provided such improvements are set out in detail to the City prior to commencement of construction of same, and approval of Council is obtained prior to commencement of construction. All proposals to the City for improvements shall set out the costs to be incurred and the means by which the tenant shall pay for same. All improvements once installed or constructed at the facility shall become the property of the City.
2. **Equipment** - The equipment and fixtures, which are owned by the City and which are situated at, 21 May Street South shall not be removed without the prior written consent of the City.
3. **Cleanliness** - The Tenant shall maintain the facility in a clean and orderly condition.

4. **Use of Building** – not to permit the space at 21 May Street south to be used for any purpose other than dry storage for the tenant. The Tenant will not permit the storage of any flammable items.
5. **Insurance** – The Tenant shall provide the City proof of insurance, and identify the City as an additional insured.
6. **Taxes** – In the event the property at 21 May Street becomes assessable the Tenant acknowledges and agrees that it shall be responsible for the payment of any property and education tax levied.
7. **Right of Renewal** – The tenant shall be required to give written notice of its intention to renew the agreement at least (90) days prior to the termination of this agreement.

Section Two – City's Covenants

The City covenants with the New Liskeard Lion's Club as follows:

1. **Utilities** - The City shall provide hydro to the said facility; there will be no heat provided in the winter months;
2. **Fire Safety/Protection** – The City shall be responsible for the development and maintenance of the Fire Safety Plan for the building, and for the provision and maintenance of all fire protection equipment as outlined in the building's Fire Safety Plan. The Tenant will be responsible to ensure a copy of the Fire Safety Plan is posted at all times, and to ensure all members of the Tenant are made familiar with the Fire Safety Plan and its requirements.

Section Three – Notices

1. **Notice to Terminate** – either party may withdraw or terminate from this agreement by providing at least 90 days notice in the appropriate form.
2. **General** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the New Liskeard Lion's Club addressed as follows:

New Liskeard Lion's Club
P.O. Box 308
New Liskeard, Ontario
P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

Default - In the event that either party believes that the other is in default of its obligation under the terms of this agreement, it shall be obliged to give to the other party 30 days notice of the alleged default. The defaulting party shall have the said 30 days to remedy the default, failing which, this agreement shall be null and void and the parties' obligations hereunder terminated.

Remainder of 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)

New Liskeard Lions Club

Signature

Name: _____

Title: _____

Witness - Signature

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. 2019-077

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 May 7, 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 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 **May 7, 2019** 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 7th day of May, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen