



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, May 3, 2016
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) Special Meeting of Council – April 18, 2016
- b) Regular Meeting of Council – April 19, 2016

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

- a) Doug Walsh, Director of Public Works / Tammie Caldwell, Director of Recreation Services

Re: Lakeshore Road South Rehabilitation – Cottage Road to Radley Hill Road

10. **Communications**

- a) Dr. Marlene Spruyt, Medical Officer of Health – Timiskaming Health Unit

Re: Basic Income Pilot Project

Reference: Referred to the City Manager

- b) Peter Emon, Chair – Eastern Ontario Wardens' Caucus

Re: Ontario Energy Board Generic Proceeding EB-2016-004 – Expansion of Union Gas to rural and remote communities

Reference: Received for Information

- c) Provincial Land Tax - Ministry of Finance

Re: Provincial Land Tax Review Update 2016

Reference: Received for Information

- d) Kevin Flynn, Minister of Labour
Re: Bill 163 – Supporting Ontario’s First Responders Act, 2016
Reference: Referred to the Director of Corporate Services

- e) Maureen Adamson, Deputy Minister – Ministry of Tourism, Culture and Sport
Re: Update on Ontario’s Culture Strategy
Reference: Referred to the Economic Development Officer

- f) Tammie Caldwell, Director of Recreation Services
Re: Request to Proclaim May 30th to June 3rd as *Bike Week in Temiskaming Shores for 2016*
Reference: Motion to be presented under New Business

- g) Tara Mieske, Clerk/Planning Manager – Township of North Frontenac
Re: Request for Support – Independent Electrical System Operator Review
Reference: Received for Information

- h) Charlene Overholt, Manager of Corporate Services/Clerk – Municipality of Bluewater
Re: Reinstatement of Incentives for Physicians in Rural Ontario
Reference: Received for Information

- i) Jean-Claude Carriere, Agent de développement – ACFO Témiskaming
Re: Request for Support – Application to Canada 150
Reference: Received for Information

j) Brenda Brunt, Director of Corporate Services/Clerk – Municipality of South Dundas

Re: Request for Support – Reconsideration of Suspension of Rural Economic Development Program by Province

Reference: Received for Information

k) Kimberley Casselman, Clerk/Manager – Town of Prescott

Re: Request for Support for Bill 158 – *Saving the Girl Next Door Act, 2016*

Reference: Received for Information

l) Father Alexis O’Lenga, Paroisse Ste-Croix

Re: Safety Issues related to snow removal – Sutherland Way

Reference: Referred to the Director of Public Works

m) Michael Gravelle, Minister – Ministry of Northern Development and Mines

Re: Response Letter – Delegation at OGRA/ROMA Conference

Reference: Received for Information

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on March 16, 2016;
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on March 23, 2016;
- c) Minutes of the Temiskaming Transit Committee meeting held on April 13, 2016;
- d) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on April 20, 2016; and
- e) Minutes of the Earlton-Timiskaming Regional Airport Municipal Services Board meeting held on March 17, 2016 and the March 2016 Airport Report.

12. Committees of Council – Internal Departments

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Memo No. 009-2016-PW – Easement Agreement with Agriculture Research Institute of Ontario for STATO Trail Construction**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 009-2016-PW; and

That Council directs staff to prepare the necessary by-law to enter into an Easement Agreement with the Agriculture Research Institute of Ontario for the construction/extension of the STATO Trail for consideration at the May 3, 2016 Regular Council meeting.

b) Memo No. 010-2016-PW – Contract Change Order – Emergency Water Distribution System Linking – Contract Administration

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 010-2016-PW; and

That Council approves Contract Change Order No. 001 to By-law No. 2015-147, being an agreement with EXP Services for engineering services for Contract Administration and Supervision of the Emergency Water Distribution System Linking project, to reduce the contract by \$7,751.24 in recognition of work performed by the City's Engineering Technician Intern.

c) Administrative Report No. PW-022-2016 – LED Lights – City Hall

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-022-2016;

That Council approves the purchase of the LED Bulbs, as detailed in Request for Quotation PW-RFQ-002-2016, to Nedco at a unit cost of \$16.25 per LED bulb, plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 3, 2016 Regular Council meeting.

d) Administrative Report No. PW-023-2016 – Timiskaming Transit – Automatic Announcement System

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-027-2016;

That Council approves the purchase of an automated announcement system for the Temiskaming Transit buses, as detailed in Request for Proposal RFP-2015-TPI-019, to Consat Telematics at a cost of \$85,104 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 3, 2016 Regular Council meeting.

e) Administrative Report No. PW-024-2016 – Tender Award – Supply, Mix and Stockpile Winter Sand

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-024-2016;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the 2016 Supply, Mix and Stockpile of Winter Sand contract to *A. Miron Topsoil Ltd.* at a unit price of \$7.44 per tonne plus HST; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 3, 2016 Regular Council meeting.

f) Administrative Report No. PW-025-2016 – Tender Award – Granular M

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-025-2016;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the Crushing and Stockpiling of Granular "M" in the Contractors Pit location contract to *Alvin Caldwell Sand & Gravel Ltd.* at a unit price of \$6.45 per tonne plus HST; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 3, 2016 Regular Council meeting

g) Administrative Report No. PW-026-2016 – Bi-annual Bridge Inspection / Roof Inspections

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-026-2016;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract to K. Smart Associates Ltd. to proceed with the bi-annual bridge inspection as well as selected roof inspections as detailed in Request for Proposal PW-RFP-008-2016 for a total upset limit of \$10,605 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 3, 2016 Regular Council meeting.

h) Administrative Report No. PW-027-2016 – Water Works System Use By-law

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-027-2016;

That Council directs staff to submit the final draft By-law for Water Works System Use for consideration of First and Second Reading at the May 3, 2016 Regular Council meeting; and

That Council directs staff to undertake a public consultation process and submission to the Ministry of Attorney General and Regional Senior Justice for approval of the short form wording and set fines prior to Third & Final Reading.

i) Administrative Report No. RS-011-2016 – 2016 Summer Concession Operations

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-011-2016 for information purposes.

j) Proclamation – Bike Week in Temiskaming Shores for 2016

Draft Motion

Whereas cycling is an active, healthy and environmentally friendly mode of transportation as well as a terrific way for both individuals and families to enjoy time outdoors; and

Whereas creating Bicycle Friendly Communities has shown to improve citizen's health, well-being, quality of life and boost to community spirit; and

Whereas the City of Temiskaming Shores has demonstrated its support through various initiatives such as a Bicycle Friendly Community Committee,

Share the Road Campaign, BIA assistance with bike racks, Healthy Kids Community Challenge and partnering with the South Temiskaming Active Travel System.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims the week of May 30th to June 3rd 2016 to be “**Bike Week in Temiskaming Shores**”.

k) Memo No. 007-2016-CGP – Deeming By-law – 250 Little Street

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2016-CGP;

That Council directs staff to prepare the necessary by-law to designate a part of a plan of subdivision, in particular Lots 54 and 55 on Plan M-30 N.B. (Parcel 15707 SST) deemed not to be a registered plan of subdivision for consideration at the May 3, 2016 Regular Council meeting.

l) Administrative Report No. CGP-011-2016 – FPT Holdings Limited Subdivision Agreement – Dawson Point Road (54-T-16001)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-011-2016; and

That Council agrees to repeal By-law No. 2013-199 and directs staff to prepare the necessary by-law to authorize the execution of a new subdivision agreement with FPT Holdings Limited for the Dawson Point Road Subdivision for consideration at the May 3, 2016 Regular Council meeting.

m) One Foot Forward with Greyson – Council representation

Draft Motion

Whereas Council considered Administrative Report No. RS-010-2016 at the April 19, 2016 Regular Council meeting; and

Whereas Council passed Resolution No. 2016-215 approving the provision of tables/chairs and small stage in-kind to the 2016 One Foot Forward with Greyson fundraising event; and

Whereas the City of Temiskaming Shores through the in-kind donation is recognized as an event sponsor.

Now therefore be it resolved that Council hereby approves the attendance of Deputy Mayor Doug Jelly and his spouse to the Dinner and Silent Auction to be held as part of the One Foot Forward with Greyson event.

n) **Memo No. 008-2016-CS – By-laws for Final Tax Billing Process Setting Limits for Property Classes & Decrease Limits for Certain Property Classes**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2016-CS;

That Council directs staff to prepare the necessary by-law for Setting Limits for Property Classes for consideration at the May 3, 2016 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law for Decrease Limits for certain Property Classes for consideration at the May 3, 2016 Regular Council meeting.

o) **Administrative Report No. CS-004-2016 – 2016 Tax Ratios and Tax Rates**

Draft Motion

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

That Council directs staff to prepare the necessary by-law to establish 2016 Tax Ratios and a by-law to establish 2016 Tax Rates utilizing the Revenue Neutral Tax Ratios for 2016 for consideration at the May 3, 2016 Regular Council meeting.

p) Repeal of Resolution No. 2015-698 – Allocation of funds to the Earleton-Timiskaming Regional Airport

Whereas the Earleton-Timiskaming Regional Airport has been operated by a joint Municipal Services Board (MSB) since 2003 with the aim of the Board to look at ways to sustain the airport; and

Whereas there are currently fourteen (14) member municipalities within the MSB contributing financially annually to the sustain the operations of the airport with the City of Temiskaming Shores allocating \$85,000; and

Whereas at the Special Budget Council meeting of the City of Temiskaming Shores on December 8th, 2015 the City opted to establish a reserve fund for the airport resulting in the adoption of Resolution No. 2015-698 allocating within the 2016 Municipal Budget \$50,000 towards operations of the airport and \$35,000 towards a reserve for the establishment of an incorporated body to own and operate the Earleton-Timiskaming Regional Airport; and

Whereas Explorer Solutions was retained and released a Strategic Business Plan on January 20, 2016 outlining various opportunities to generate additional revenues and services and recommended the establishment of an Airport Authority; and

Whereas the cost of incorporating the Airport Authority should be the responsibility of all contributing municipalities; and

Whereas at a recent MSB meeting it was suggested that the MSB reserve funds could be allocated to cover the cost of incorporation of an Airport Authority, thus the \$35,000 allocated towards a reserve through Resolution No. 2015-698 would not be necessary and more beneficial if allocated toward 2016 airport operations;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby repeals Resolution No. 205-698 (December 8, 2015).

q) Memo No. 007-2016-CS – Amendments to By-law No. 2015-001 – Appointments to various Committee - (Airport/Library)

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2016-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-001, as amended being a by-law to appoint Council representatives

to various Boards and Committees for consideration of third reading at the May 3, 2016 Regular Council meeting.

r) Administrative Report No. CS-002-2016 – Haileybury Medical Centre Lease Agreements

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-002-2016;

That Council authorizes an increase to the rental rates for office space at the Haileybury Medical Centre by the Haileybury Family Health Team by 1.2% for 2016 in accordance with the Consumer Price Index; and

That directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre effective April 1, 2016 – March 31, 2017.

s) Administrative Report No. CS-003-2016 – Municipal Insurance Brokerage Services

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-003-2016;

That Council agrees to exercise the option to renew its agreement with Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services, as outlined in By-law No. 2013-143, for an additional year; and

That Council directs staff to obtain quotations, through Tench-MacDiarmid Insurance Brokers Ltd., for comprehensive municipal insurance coverage for the period of July 1, 2016 to June 30, 2017.

t) Proclamation – Emergency Preparedness Week 2016

Whereas the City of Temiskaming Shores recognizes the importance of Emergency Management in Ontario; and

Whereas Emergency Preparedness Week is an annual event that takes place each year during the first full week of May; and

Whereas the goal of Emergency Preparedness Week is to raise community awareness and the need to prepare for the possibility of an emergency; and

Whereas the safety of our community is the responsibility of each and every one of us and we must prepare now and learn how to secure a strong and healthy tomorrow; and

Whereas the provincial theme this year is “Emergency Preparedness Starts With You, Prepare Yourself!”.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims the week of May 1st to 7th, 2016 to be “**Emergency Preparedness Week in the City of Temiskaming Shores**” and encourage all citizens to participate in educational activities on emergency preparedness and to demonstrate how they are personally prepared for emergencies.

u) Proclamation – Freedom of the City – Saturday, May 7, 2016

Whereas the Algonquin Regiment has a long and proud history in Northern Ontario, especially in the District of Timiskaming; and

Whereas many young men and women from Temiskaming Shores served in the Algonquin Regiment during both World War One and World War Two; and

Whereas Cenotaphs were erected in New Liskeard and Haileybury in the early 1920s to recognize and remember those who paid the Supreme Sacrifice to ensure our Freedom; and

Whereas the City of Temiskaming Shores, in partnership with the Royal Canadian Legion Branch 54, have recently restored the Haileybury Cenotaph with assistance from the Department of Veterans Affairs Cenotaph Monument Restoration Program; and

Whereas the City of Temiskaming Shores will be re-dedicating the Haileybury Cenotaph on Saturday, May 7, 2016; and

Whereas the City of Temiskaming Shores wishes to honour the Algonquin Regiment and acknowledge their contribution to our Community.

Now therefore be it resolved that in recognition of the City’s long and esteemed relationship with the Regiment, the Council of the Corporation of the City of Temiskaming Shores does hereby grant the Algonquin Regiment

“**Freedom of the City**” being one of the most prized honours that a community can bestow upon a military unit.

16. **By-laws**

Draft Motion

Be it resolved that:

- By-law No. 2016-071 Being a by-law to establish Tax Ratios for 2016
- By-law No. 2016-072 Being a by-law to provide for the adoption of 2016 Tax Rates for municipal and school purposes and to further provide penalty and interest for payment in default
- By-law No. 2016-073 Being a by-law to adopt optional tools for the purpose of administering limits for the Commercial, Industrial and Multi-residential property classes
- By-law No. 2016-074 Being a by-law to establish Decrease Limits for certain Property Classes
- By-law No. 2016-075 Being a by-law to Repeal By-law 2013-199 and to authorize the execution of a new Subdivision Agreement with *FPT Holdings Limited* for the Dawson Point Road Subdivision – Part of Lot 10, Concession 2, Dymond Township
- By-law No. 2016-076 Being a by-law to authorize an Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre
- By-law No. 2016-077 Being a by-law to enter into an Easement Agreement with the Agricultural Research Institute of Ontario for the

construction/extension of the STATO Trail across lands described as Parcel 14502 SST, Part of Lot 9, Concession 2 in the Township of Dymond

By-law No. 2016-078 Being a by-law to enter into an agreement with Nedco for the Supply and Delivery of LED Bulbs for City Hall

By-law No. 2016-079 By-law to enter into an agreement with Consat Telematics for the Purpose of an Automated Announcement System for the Temiskaming Transit System

By-law No. 2016-080 By-law to enter into an agreement with A. Miron Topsoil Ltd. for the Supply, Mixing and Stockpiling of Winter Sand at various locations within the City of Temiskaming Shores

By-law No. 2016-081 Being a by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M”

By-law No. 2016-082 Being a by-law to authorize an Agreement with K. Smart Associates Limited for the performance of Bi-annual Bridge Inspection Services and Roof Inspections at the New Liskeard Pool Fitness Centre as well as the New Liskeard and Haileybury Arenas

By-law No. 2016-083 Being a by-law to Regulate the Management and Operation of the Water Works System in the City of Temiskaming Shores

By-law No. 2016-084 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision – 250 Little Street – Roll No. 54-18-030-006-062.00

be hereby introduced and given first and second reading.

Resolution No. 2016-219 (tabled on April 19, 2016)

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2016-062 Being a by-law to amend By-law No. 2015-001
(Appointment of Council Representatives to various
Boards & Committees - Airport MSB & Public Library
Board)

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

Draft Motion

Be it resolved that:

By-law No. 2016-071;

By-law No. 2016-072;

By-law No. 2016-073;

By-law No. 2016-074;

By-law No. 2016-075;

By-law No. 2016-076;

By-law No. 2016-077;

By-law No. 2016-078;

By-law No. 2016-079;

By-law No. 2016-080;

By-law No. 2016-081;

By-law No. 2016-082; and

By-law No. 2016-084;

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

17. Schedule of Council Meetings

- a) Regular – Tuesday, May 17, 2016 at 6:00 p.m.
- b) Regular – Tuesday, June 7, 2016 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2016-085 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special Meeting held on **April 18, 2016** and its Regular Meeting held on **May 3, 2016** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2016-085 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ pm.

Mayor – Carman Kidd

Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores
Special Meeting of Council**

“Strategic Planning”

Monday, April 18, 2016

4:30 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 4:32 p.m.

2. Roll Call

Present: Mayor Carman Kidd
Councillors Jesse Foley (A: 4:43 pm), Patricia Hewitt, Doug Jelly, Jeff Laferriere, Mike McArthur and Danny Whalen

Also

Present: Christopher W. Oslund, City Manager
Kelly Conlin, Director of Corporate Services (A)
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Steve Burnett, Technical and Environmental Compliance Coordinator
Mitch Lafreniere, Manager of Physical Assets
Tammie Caldwell, Director of Recreation
Paul Allair, Superintendent of Parks and Facilities
Jeff Thompson, Superintendent of Recreation
Tim Uttley, Fire Chief
James Franks, Economic Development Officer
Jennifer Pye, Planner
Laura-Lee MacLeod, Treasurer

Regrets: None

Media: Diane Johnston, Temiskaming Speaker

Members of the Public Present: 0

3. Approval of Agenda

Additions:

Under Item 19 – Closed Session add:

- c) Under Section 239 (2) (f) of the Municipal Act, 2001 – Advice subject to solicitor-client privilege – Certified Sites Program – Dymond Industrial Park

Resolution No. 2016-188

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2016-189

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Presentations / Delegations

City Manager, Chris Oslund outlined the goals for the preparation of a Strategic Plan including the establishment of objectives in order to position the City for growth; ensure financial resources are allocated efficiently and effectively; build upon the City’s Asset Management Plan and develop long-term capital planning based upon the Strategic Objectives.

a) Public Works Department – Director of Public Works

Director of Public Works, Doug Walsh, utilizing powerpoint made a presentation for the Public Works Department highlighting the following:

- 2011-2015 Asset Management: What has been accomplished (Asset Management Plan, Municipal Energy Plan development, Fleet Maintenance Software, Data Works Software) & Staffing Changes (5 Retirements, 3 Dept. Transfers, 1 Resignation, 7 new hires);
- 2016-2020 Asset Management: What is on the horizon (Asset Management Plan 5 Year review, Municipal Energy Plan implementation, Data Works management, Fleet Maintenance management) & Staffing Changes (7-8 anticipated retirements);
- 2011-2015 Transportation Services: What has been accomplished (Hessle and Latchford reconstruction, Uno Park Bridge replacement, Lakeshore Road resurfacing, turning lanes on Hwy 11 at Dym Industrial Park and Holiday Inn, Rockley Rd reconstruction with SWM Pond, LED Light replacement);
- 2016-2020 Transportation Services: What is on the horizon (Lakeshore Rd resurfacing/STATO trail - **\$700K**, Elm / Robert reconstruction - **\$2.2M**, Farah / Dixon / Glen reconstruction, annual road resurfacing - **\$ 3M**, West Road rehabilitation - **\$1.2M**, Armstrong/Whitewood resurfacing - **\$1.2M**, Ferguson / Main / Rorke resurfacing - **\$2.2M**, Blackwall reconstruction - **\$3.5M**, Albert reconstruction - **\$3M**, Hawn / Brazeau surfacing - **\$250K+/-**)

Technical and Environmental Compliance Coordinator, Steve Burnett utilizing powerpoint made a presentation for the Public Works Department highlighting the following:

- 2011-2015 Environmental Services: What has been accomplished (Dym Ind. Park servicing, NL Water Plant upgrades, Dym Water Looping, Commercial Strip infrastructure upgrades, facility IT upgrades – Phase 1 & 2, enhanced Recycling program, Landfill Site Expansion – EA process);
- 2016-2020 Environmental Services: What is on the horizon (N.C. water stabilization - **\$2.2M**, Ecole Ste. Michel servicing - **\$200K**, Hlby Water Plant MCC - **\$200K**, facility IT upgrades – Phase 3 - **\$300K**, Gray Lift Station - **\$4.7M**, N.L. Lagoon upgrades - **\$800K**, Elm / Robert Lift Station - **\$1.2M**, Montgomery / Beach Gardens sewer upgrades - **\$450K**, Dym Looping – well retirement - **\$150K**, McDonough Heights infrastructure upgrades - **\$1.5M**, Landfill Expansion – construction phase - **\$2.5M**, Lakeshore sewer upgrades - **\$500K**, Lakeview watermain replacement - **\$650K**, Montgomery watermain replacement - **\$250K**, Annual Capital request)

Manager of Physical Assets, Mitch Lafreniere utilizing powerpoint made a presentation for the Public Works Department highlighting the following:

- 2011-2015 Building Maintenance: What has been accomplished (Building Review audits, Building Energy Efficiency upgrades, City Hall HVAC upgrades, TS Library Building Audit/Survey, N.L. Arena upgrades, PFC upgrades, waterfront upgrades, Riverside Place HVAC upgrades);
- 2016-2020 Building Maintenance: What is on the Horizon (Develop 10 yr Equipment (HVAC) replacement schedule, Building Optimization Study, Maintenance Management program, Building Energy Efficiency upgrades);
- 2011-2015 Fleet Management: What has been accomplished (Annual Equip. replacement, Develop 10 yr Equip. Replacement Plan, Implementation of GPS tracking, Digital Communications Network upgrades);
- 2016-2020 Fleet Management: What is on the Horizon (Fleet Maintenance Software management, Fleet / Equip. Optimization Study, Annual Equip. replacement – 10 yr plan);
- 2011-2015 Transit Services: What has been accomplished (Fleet enhancements/upgrades, Ridership Increase, Route / Shelter enhancements);
- 2016-2020 Transit Services: What is on the Horizon (Fleet enhancement / upgrades - **\$1M**, Route / Shelter enhancement - **\$100K**, Alternative Service Agreements – DSBOne - **\$1M**);

b) Fire Management Services – Fire Chief

Fire Chief, Tim Uttley utilizing powerpoint made a presentation on Fire-Emergency Management Services highlighting the following:

- Facilities: **Haileybury Fire Station** (requires significant capital expenditures over next 5 yrs, estimate \$660K - \$2M to repair or redevelop, relocation also an option); **Live Burn Building** (initiation of fundraising plan, est. capital cost of \$420K, drawing complete, City's portion of costs unknown);
- Apparatus: Over next five years (Pumper / Tanker - **\$350K**, 2 Admin Trucks - **\$80K**, Rescue Truck - **\$326K**);
- Equipment: **SCBA** (standardized, 5 year lease program at \$50k/yr); **Pagers** (replacement of older units over next 1-2 yrs, \$39K to replace all pagers);

c) Economic Development – Economic Development Officer

Economic Development Officer, James Franks utilizing powerpoint made a presentation on Economic Development highlighting the following:

- Industrial Development: What has been done (Construction and servicing of 70 Ac in Dym Ind. Park, land pricing enables faster process, Certified Site Program);
- Industrial Development: Future projects (marketing Dym Ind. Park, pave roads with Dym. Ind. Park, consider Community Improvement Plan for Dym. Ind. Park);
- Economic Development: What has been done (PDAC Event, Mining Supply / Trade and Investment Project, CEDAC Key Priorities Project, Immigration Strategy);
- Economic Development: Future projects (Economic Development Strategic Plan, Forestry & Agriculture sector projects, Community Improvement Plan to encourage investment in downtown Hlby);
- Regional Economic & Service Hub: What has been done (Leading PDAC event, leading Northeastern Snowmobile campaign, regional industrial tours, STCS Project, participation in Think North / Northern Policy Institute, Northeast Community Network, Building Ties / Tisser des Liens);
- Regional Economic & Service Hub: Future projects (Regional Economic Development Corp., Earltown-Timiskaming Regional Airport, Building Ties through Chamber of Commerce);
- Tourism: What has been done (Take the Lake Tour, Group of 7 partnership, Chamber Tourism Info Centre, Familiarization Tours with Ontario Tourism Marketing);
- Tourism: Future projects (Build on Loop Tour, Devil's Rock, Motorcycle Tourism, support growth of new & existing events);
- Events: What has been done (Festival des Folies Franco fun, Biker's Reunion / Summerfest, Fall Fair, Village Noel);
- Events: Future projects (opportunity to get new people into community, support to new events and large signature events to enable growth);

d) Recreation Services – Director of Recreation Services

Recreation Services Director, Tammie Caldwell utilizing powerpoint made a presentation on Recreation Services highlighting the following:

- Marinas: What has been done (new docks and electrical upgrades, Key card system, Extension of launch in N.L., Service Marina rehabilitation, Brick replacement, waterfront Parkette in Hlby);
- Marinas: Future considerations (Hlby Breakwall, N.L. Launch Extension, Retaining Wall repairs in Hlby);

- Waterfronts: What has been done (Spurline building upgrades, Refinish Hlby waterslide, Hlby beach mushroom);
- Waterfronts: Future considerations (Waterfront Development Plan, Fleming Drive, N.L. Beach Swim area);
- Parks/Playgrounds: What has been done (resurfacing Hlby & N.L. waterfronts, new units-Dym Fireman's Park - Camsall Park - Harbourfront Park, Tree management program, Cenotaph and Street Christmas Light replacement, Skateboard Park, benches, garbage receptacle replacement);
- Parks/Playgrounds: Playground resurfacing – Shaver Park – Dmy Fireman's Park, new equipment at Rotary Farr Park & Christian St. Park, accessibility to play areas, splash pad, dog park, City Hall shoreline, Outdoor Fitness Equip.);
- Playing Fields: What has been done (light replacement at Ball Fields, large soccer field at Rotary Farr Park);
- Playing Fields: Future considerations (Soccer nets, Tennis Court resurfacing in N.L., Outdoor Rink concrete pads);
- Trails: What has been done (STATO extension to Dym, N.L. Boardwalk replacement, Hlby waterfront brick replacement, Pete's Dam Bridge);
- Trails: Future considerations (Bicycle Friendly Community-Downtown cycle lanes, development and marketing of wilderness trails);
- Bucke Park: What has been done (Potable water system, washroom upgrades, dock replacement);
- Bucke Park: Future considerations (Playground units, launch rehabilitation);
- Arenas: What has been done (condensers replaced, Hlby bleacher handrails);
- Arenas: Future considerations (Accessibility upgrades including seating area, spectator heating in N.L., seat covers in N.L., new score clock in Hlby, lifespan of buildings-multi-use complex(?));
- Pool Fitness Centre: What has been done (cosmetic upgrades, equipment replacement, washroom cubicles, entrance accessible upgrades, floor surfaces, waterslide resurfacing);
- Pool Fitness Centre: Future considerations (Accessibility, concrete column replacement, repaint pool ceiling, size/shape of pool, increased space, lobby floor replacement);
- Halls: What has been done (repainting of all halls, washroom upgrades, Gymnastics club use of N.L. hall, N.L. community Hall repurposed – NOFIA-Small Pond-Community Cancer-Bridge Club-Cadets-Community Choir);
- Halls: Future considerations (Accessibility upgrades, repurpose or eliminate);

- Programs: What has been done (Aquatic, Fitness, Squash, Get Moving Temiskaming, Healthy Kids Challenge, Bicycle Friendly, Age Friendly);
- Programs: Future consideration (Community Programmer);
- Moving Forward: Recreation Master Plan, Waterfront Development Plan, Accessibility, Multi-Sport and Culture Centre, Succession Planning;

e) **Corporate Services – Director of Corporate Services (A)**

Director of Corporate Services, Kelly Conlin utilizing powerpoint outlined that the Corporate Services Department oversees, Human Resources/Administration, Information Technology, Planning, Building, By-law and Economic Development. Kelly provided the following information:

Human Resources:

- Between 2017-2021 4 potential retirements within Senior Management and 9 within Unionized staff (18.5% turnover);
- By 2025, 25 current employees will be retired or met retirement provisions (36% turnover) – Results: succession training, mentoring & knowledge, managing potential vacancies and new recruits;

Employee Benefits:

- 4 yr. avg. (2012-2015) = \$426,038/yr;
- Provider seeking significant change in stop/loss coverage, anticipate overall increase of 30% within 2 yrs.;

Insurance:

- 4 yr. avg. (2012-2015) = \$314,509/yr;
- 2016 budget allocation of \$338,000 in anticipation of 6% increase;
- Additional \$50,000 budgeted for insurance deductible in 2016;

Information Technology priorities (2016-2018:

- Hardware/Software replacement - **\$20K/yr**;
- Council Chamber upgrades - **\$120K**;
- Plotter/Scanner replacement - **\$22K**;
- Server Replacement (before 2018) - **\$25K**;
- Upgrade accounting, Tax and Payroll software - **\$100K**

7. **Other Initiatives (2016-2021) – Open Discussion**

City Manager, Chris Oslund utilizing powerpoint highlighting the following additional initiatives.

a) **Earlton-Timiskaming Regional Airport**

- Future of Airport & Airport Authority;
- City contributes \$80,500 towards operations;
- Short-Term Capital estimated at \$795K over 5 yrs, possibility of some funding, percentage needed to be funded by partner municipalities;
- Long-Term Capital estimated at \$8-9M for runway resurfacing. Schedule passenger service required for eligible ACAP funding;

b) **Farmer's Market**

- Funding from FedNor and NOHFC at \$350K to construct Market along waterfront;
- City's commitment is 10% (\$35K);
- Public meeting in 2015, Farmer's Market Committee asked to provide a Business Plan;
- City granted an extension from funders; project needs to be completed by December 31/16;

c) **Community Hubs / N.L. Library**

- N.L. Library constructed in 1910;
- Building Audit and Soil Testing completed at \$30K. Building Audit identified \$300K in potential upgrades (excluding building stabilization and accessibility upgrades);
- Opportunity to partner with DSBone on construction of new Library with new school;
- Potential funding for capital through Ministry of Culture;

d) **Agricultural Research Institute of Ontario (ARIO)**

- Discussions initiated with ARIO to acquire part of Agriculture Research Farm property;

- AIRO currently obtaining land valuation;
- Potential partnership with N.L. Ag Society for operation;
- Potential funding to develop site;
- Unknowns: Cost of land (\$1 M +), rehabilitation of some buildings, possible Farmer’s Market location;
- Potential funding for capital through Ministry of Culture;

8. Closed Session

Resolution No. 2016-190

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 7:25 p.m. to discuss the following matters:

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 – Security of the property of the municipality – Potential Cost Sharing Agreements
- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Potential Land Acquisition – Various Properties
- c) Under Section 239 (2) (f) of the Municipal Act, 2001 – Advice subject to solicitor-client privilege – Certified Sites Program – Dymond Industrial Park

Clarification: A recorded vote was requested on the basis that the potential acquisition of the Agricultural Lands on Armstrong Street should be discussed in open session.

Recorded Vote

For Motion

Mayor Kidd

Against Motion

Councillor Foley

Councillor Hewitt

Councillor Jelly

Councillor Laferriere

Councillor McArthur

Councillor Whalen

Defeated

Clarification: City Manager, Chris Oslund provided an overview on the potential acquisition of the Agricultural Lands on Armstrong Street (See Item 7 d)) prior to consideration of Resolution No. 2016-191.

Resolution No. 2016-191

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that Council agrees to convene in Closed Session at 7:48 p.m. to discuss the following matters:

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 – Security of the property of the municipality – Potential Cost Sharing Agreements
- b) Under Section 239 (2) (d) of the Municipal Act, 2001 – Potential Land Acquisition – ONTC Lands
- c) Under Section 239 (2) (f) of the Municipal Act, 2001 – Advice subject to solicitor-client privilege – Certified Sites Program – Dymond Industrial Park

Resolution No. 2016-192

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that Council agrees to rise with report at 8:02 p.m.

Carried

9. Adjournment

Resolution No. 2016-193

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that City Council adjourns at 8:03 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



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

Minutes

1. Call to Order

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

2. Roll Call

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

Also

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

Media: Diane Johnston, Temiskaming Speaker
Jim Patrick, CJTT

Members of the Public Present: 1

3. Review of Revisions or Deletions to Agenda

Additions:

Under Item 15 – New Business add:

- m) Memo No. 007-2016-PW – Ontario Northland – Pipe Crossing Agreement, Niven St. S Watermain
- n) Memo No. 008-2016-PW – Temporary Road Closure – Highway 11 B at Gillies Lake (Coleman Twp.)
- o) Administrative Report No. RS-010-2016 – One Foot Forward with Greyson Event

Under Item 16 – By-laws add:

By-law No. 2016-069 Being a by-law to enter into an Agreement with Ontario Northland Transportation Commission for Underground Pipe Crossing – Niven Street South at King Street

Deletions:

Under Item 19 – Closed Session delete:

- c) Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Organizational Structure – Planning & Building Departments

4. Approval of Agenda

Resolution No. 2016-194

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2016-195

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

- a) Regular Meeting of Council – April 5, 2016

Carried

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

None

8. Question and Answer Period

Mayor Kidd provided a statement in regards to withdrawal of Item 8 (b) (2) from the April 18, 2016 Special Council meeting closed session. Mayor Kidd provided background into the potential divestment of a portion of the Agricultural Research Station property by the province. Knowing the interest to expand both the Farmer's Market and Fall Fair to a larger site he meet privately with the respective organizations to gauge their interest in moving into the existing research property and pitched the idea to the Province in Guelph prior to presenting to Council in Closed.

Mayor Kidd outlined that in his opinion he has not breached his confidentiality agreement stating that subsequent to the Closed Session with Council, at which a letter of interest from the City was sought for the process to proceed, he has not discussed the issue.

Councillor Whalen stated that the potential acquisition seems to be well known in the public and someone has breached confidentiality. Subsequent to further discussion Councillor Whalen stated if it was not Mayor Kidd, then he apologizes.

9. Presentations / Delegations

- a) Amber Sayer, Age Friendly Community Coordinator

Re: Age Friendly Community Survey

Age Friendly Community Coordinator, Amber Sayer utilizing powerpoint provided an overview of the results of various Public Consultation efforts including approximately 700 individual or group interviews and return of 280 completed surveys.

Amber provided several slides in regards to the demographics of those that responded and specific information in the following areas:

- identified “Top Worries about Aging”;
- level of satisfaction with respect to Outdoor Spaces and Public Buildings and suggested improvements;
- types of Transportation used and barriers to travel;
- Current and future housing, associated barriers, factors preventing ability to stay in their home;
- Social Participation and activities to see more of;
- Respect and Social inclusion;
- Employment;
- Civic Participation;
- Level of Volunteerism, more opportunities;
- Sources of Communications, what services do you want more communication;
- Community and Health Services (Types, locations);

Amber outlined that part of the next steps recommendations will be created, final public consultation on June 1st, finalize and present the Plan.

Mayor Kidd thanked Amber for the presentation.

Resolution No. 2016-196

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

Carried

b) Laura-Lee MacLeod, Treasurer

Re: 2016 Municipal Budget – Update

Treasurer, Laura-Lee MacLeod utilizing the projector reviewed various modifications to the Municipal Budget under the following categories:

- General Operations & Environmental;
- 2016 Capital Projects;
- 2016 Waterfront Development Project; and
- 2016 Environmental Capital Projects;

Mayor Kidd thanked Laura for her presentation.

Resolution No. 2016-197

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

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

Carried

10. Communications

a) David Schecter, Legislative Assistant – Charlie Angus MP

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

Reference: Received for Information

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

Re: Request for Road Closure for Summerfest – July 1st and 2nd, 2016

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

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

Re: Encourage hosting Seniors' Month events (June)

Reference: Referred to the Director of Recreation Services

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

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

Reference: Received for Information

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

Re: Ambulance Communications and Dispatch Services Advocacy

Reference: Received for Information

- f) Margaret Beatty – Temiskaming Hospital

Re: Invitation for application to join Hospital Board

Reference: Received for Information

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

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

Reference: Motion to be presented under New Business

- h) Amie J. Dimatteo, Director General – Industry Canada (FedNor)

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

Reference: Received for information

- i) Ron Rice – Affordable Housing Development – Little Street

Re: Notice of discontinuance of proposed dwelling on Little Street

Reference: Referred to the Planner

- j) AMO Policy Update – Association of Municipalities Ontario

Re: Legislative Changes to the *Municipal Elections Act*

Reference: Referred to the Clerk

- k) AMO Policy Update – Association of Municipalities Ontario

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

Reference: Received for Information

- l) AMO Policy Update – Association of Municipalities Ontario

Re: Municipal Infrastructure Placement 2016

Reference: Received for Information

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

Re: FONOM Urging Members to Support Ontario Farmers

Reference: Received for Information

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

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

Reference: Received for Information

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

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

Reference: Referred to the City Manager for a report

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

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

Reference: Received for Information

Resolution No. 2016-198

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2016-199

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

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

Carried

12. Committees of Council – Internal Departments

Resolution No. 2016-200

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

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

Carried

13. Reports by Members of Council

Councillor Whalen reported on the following:

- Transit Committee: Had initial meeting with DSBone and they had put out a press release indicating that they were considering using the transit system to carry secondary students with City boundaries. If there is any benefit to the City they will take a look at it, but it is in the very preliminary stages.

Councillor McArthur reported on the following:

- Recreation Committee: Request from Gymnastics Club for permanent use of the N.L. Arena Hall, this arrangement has been a win-win and the Director of Recreation Services will be presenting an Administrative Report in May. Request for the One-Foot Forward event as well and it will be considered later within this meeting. Committee also discussed the use of smokeless tobacco in municipal facilities, use of any tobacco products is not permitted in municipal facilities and we request that all organizations assist in having members refrain from this behavior.

Councillor Hewitt reported on the following:

- N.L. BIA: Attended the 2016 OBIAA National Conference in London with BIA Coordinator Stephane Lamothe, and spoke to the session on “The Next Generation” wherein which BIA’s are seen as a unique relationship between municipalities and business owners, which provide an opportunity to harness BIAs entrepreneurial spirit, market knowledge and social capital. Three key areas to target include Innovative Planning (which includes strategic planning), Innovative Partnerships and Innovative Policy. There was also an opportunity to have mobile sessions and participated in the Old East Village Tour, refurbishment of an older section of London Renewal. Dave Cook who spoke on the refurbishment and hopes Council will support having him make a presentation to the City.

Councillor Jelly reported on the following:

- PPP Committee: Good presentation from Training Officer, Gregg Miller; training hours are up and training records have been enhanced. An are RFP for Zoning By-laws has been prepared and moving forward with FPT Subdivision.

Mayor Kidd report on the following:

- Boater's Mtg: Attended Boater's meeting with Councillor McArthur and were praised for the work done at the marinas, much appreciated.

14. Notice of Motions

Mayor Kidd presented the following motion:

Whereas the Earlton-Timiskaming Regional Airport has been operated by a joint Municipal Services Board (MSB) since 2003 with the aim of the Board to look at ways to sustain the airport; and

Whereas there are currently fourteen (14) member municipalities within the MSB contributing financially annually to the sustain the operations of the airport with the City of Temiskaming Shores allocating \$85,000; and

Whereas at the Special Budget Council meeting of the City of Temiskaming Shores on December 8th, 2015 the City opted to establish a reserve fund for the airport resulting in the adoption of Resolution No. 2015-698 allocating within the 2016 Municipal Budget \$50,000 towards operations of the airport and \$35,000 towards a reserve for the establishment of an incorporated body to own and operate the Earlton-Timiskaming Regional Airport; and

Whereas Explorer Solutions was retained and released a Strategic Business Plan on January 20, 2016 outlining various opportunities to generate additional revenues and services and recommended the establishment of an Airport Authority; and

Whereas the cost of incorporating the Airport Authority should be the responsibility of all contributing municipalities; and

Whereas at a recent MSB meeting it was suggested that the MSB reserve funds could be allocated to cover the cost of incorporation of an Airport Authority, thus the \$35,000 allocated towards a reserve through Resolution No. 2015-698 would not be necessary and more beneficial if allocated toward 2016 airport operations;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby repeals Resolution No. 205-698 (December 8, 2015).

15. New Business

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

Resolution No. 2016-201

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

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

Carried

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

Resolution No. 2016-202

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

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

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

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

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

Carried

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

Resolution No. 2016-203

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

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

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

Carried

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

Resolution No. 2016-204

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

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

Carried

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

Resolution No. 2016-205

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

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

Carried

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

Resolution No. 2016-206

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

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

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

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

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

Carried

g) Mayor’s Memo – Earleton-Timiskaming Regional Airport – Establishing an Airport Authority

Resolution No. 2016-207

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

Carried

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

Resolution No. 2016-208

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

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

Carried

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

Resolution No. 2016-209

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

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

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

Carried

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

Resolution No. 2016-210

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

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

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

Carried

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

Resolution No. 2016-211

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

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

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

Carried

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

Resolution No. 2016-212

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

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

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

Carried

m) Memo No. 007-2016-PW – Ontario Northland – Pipe Crossing Agreement, Niven St. S Watermain

Resolution No. 2016-213

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2016-PW;

That Council directs staff to prepare the necessary by-law to enter into an Underground Pipe Crossing Agreement with Ontario Northland Transportation Commission for a watermain at the Niven Street S. railway crossing for consideration at the April 19, 2016 Regular Council meeting.

Carried

n) Memo No. 008-2016-PW – Temporary Road Closure – Highway 11B at Gillies Lake (Coleman Twp.)

Resolution No. 2016-214

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2016-PW; and

Whereas the Public Works Department and the Temiskaming Shores Fire Services Department have reviewed the request by Ainley and Associates Limited and the Ministry of Transportation of Ontario for input on the possible temporary closure of Highway 11B at Gillies Lake to facilitate a culvert replacement; and

Whereas the City of Temiskaming Shores would require the Contractor to provide signage throughout the entire length of the proposed route, within the City limits and that in the event damage to City of Temiskaming Shores roadways from the establishment of the detour route as a result significant traffic volumes and excessive loading, would be addressed by the Ministry of Transportation (MTO) through their Contractor;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby has no objections to the MTO's proposed Option No. 1, being the Temporary Full-Road Closure of Hwy 11B at Gillies Lake.

Carried

o) Administrative Report No. RS-010-2016 – One Foot Forward with Greyson event

Resolution No. 2016-215

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-010-2016; and

That Council approves the provision of tables/chairs and small stage in-kind to the 2016 One Foot Forward with Greyson fundraising event for minor sport activities in the area on a one-time basis.

Carried

16. By-laws

Resolution No. 2016-216

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that:

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

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

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

- By-law No. 2016-056 Being a by-law to enter into an agreement with Pollard Highway Products Ltd. for the Supply and Application of Liquid Dust Suppressant
- By-law No. 2016-057 Being a by-law to amend By-law No. 2012-142 (Assignment of Lease Agreement with Eric and Nancy Loach for the operation of the Temiskaming Shores Mini-Putt and the Spurline Concession to Jacob Laforest)
- By-law No. 2016-058 Being a by-law to enter into an agreement with Grass King Inc. for the Supply and Application of Asphalt Marking Services
- By-law No. 2016-059 Being a by-law to enter into an agreement with Miller Paving Limited for the 2016 Roadway Surfacing Program
- By-law No. 2016-060 Being a by-law to appoint a Chief Building Official – Clayton Seymour
- By-law No. 2016-061 Being a by-law to enter into a Purchase Agreement with Works Equipment Ltd. for the supply and delivery of a Trackless Sidewalk Machine c/w Boom Flail
- By-law No. 2016-063 Being a by-law to amend By-law No. 2013-110 (Lease Agreement with Jean Luc Dupuis for the Rental of the Don Shepherdson Memorial Arena Skate Sharpening Booth)
- By-law No. 2016-064 Being a by-law to amend By-law No. 2015-201 (Agreement with Larry Breault for the operation of Bucke Park Campground)

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

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

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

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

By-law No. 2016-069 Being a by-law to enter into an Agreement with Ontario Northland Transportation Commission for Underground Pipe Crossing – Niven Street South at King Street

be hereby introduced and given first and second reading.

Carried

Resolution No. 2016-217

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

By-law No. 2016-062 Being a by-law to amend By-law No. 2015-001 (Appointment of Council Representatives to various Boards & Committees - Airport MSB & Public Library Board)

be hereby introduced and given first and second reading.

Carried

Resolution No. 2016-218

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2016-052
By-law No. 2016-054;
By-law No. 2016-055;
By-law No. 2016-056;
By-law No. 2016-057;
By-law No. 2016-058;
By-law No. 2016-059;
By-law No. 2016-060;
By-law No. 2016-061;
By-law No. 2016-063;
By-law No. 2016-064;
By-law No. 2016-065;
By-law No. 2016-066;
By-law No. 2016-067;
By-law No. 2016-068; and
By-law No. 2016-069

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

Carried

Resolution No. 2016-219

Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2016-062 being a by-law to amend By-law No. 2015-001 (Appointment of Council Representatives to various Boards & Committees - Airport MSB & Public Library Board) be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Tabled

Clarification: By-law No. 2016-062 was challenged based on Section 41.1 (a) of Procedural By-law No. 2008-160 which states a resolution to authorize a by-law is required. Therefore Council tabled the by-law pending resolution consideration at the May 3, 2016 Regular Council meeting.

17. Schedule of Council Meetings

- a) Regular – Tuesday, May 3, 2016 at 6:00 p.m.
- b) Regular – Tuesday, May 17, 2016 at 6:00 p.m.

18. Question and Answer Period

Ray Lafleur – Georgina Avenue

Suggests that an oval good be created for minimal costs at Rotary Farr Park to permit older people to walk without having to navigate hills.

The asphalt sidewalk adjacent to Rorke from Morissette to Carter is falling apart and the City should request that the contractor return to fix.

Inquired if a Tax insert complete with graphs will be incorporated into the tax bills. It was confirmed it would be.

19. Closed Session

Resolution No. 2016-220

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 8:05 p.m. to discuss the following matters:

- a) Adoption of the April 5, 2016 – Closed Session Minutes;
- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending Disposition of Land – Confidential Administrative Report CGP-010-2016 – Meridian Avenue & Bay Street

Carried

Clarification: Councillor Foley left the Council meeting prior to entering Closed Session.

Resolution No. 2016-221

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that Council agrees to rise with report at 8:37 p.m.

Carried

a) Adoption of the April 5, 2016 – Closed Session Minutes

Resolution No. 2016-222

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

Be it resolved that Council approves the April 5, 2016 Closed Session Minutes as printed.

Carried

b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending Disposition of Land – Confidential Administrative Report CGP-010-2016 – Meridian Avenue & Bay Street

Resolution No. 2016-223

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-010-2016;

That Council agrees to grant first right of refusal for both of the requested properties to the respective requesting non-profit groups for a period of six (6) months to allow these groups time to complete their required analysis; and

That Council directs staff to continue providing support to both non-profit groups toward the development of the proposed housing projects.

Defeated

Recorded Vote

For Motion
Mayor Kidd
Councillor Jelly

Against Motion
Councillor Hewitt
Councillor Laferriere

Councillor McArthur
Councillor Whalen

20. Confirming By-law

Resolution No. 2016-224

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that By-law No. 2016-070 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **April 19, 2016** be hereby introduced and given first and second reading.

Carried

Resolution No. 2016-225

Moved by: Councillor Laferriere
Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2016-070 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2016-226

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 8:40 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



Head Office:

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

Branch Offices:

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

www.timiskaminghu.com

April 14, 2016

Council members, City of Temiskaming Shores

Re: Basic Income Pilot Project

The Timiskaming Health Unit (THU) would like to commend the support of a Basic Income Guarantee (BIG) by Dr. Desilets and the City of Temiskaming Shores as covered in the Temiskaming Speaker March 16th.

Poverty is present in Timiskaming, where nearly 17% of adult residents live in low-income. Statistics Canada defines low-income as households that spend a disproportionate amount of their income on basic needs. For example, local information from the 2015 Nutritious Food Basket Report shows that in a family of four, with two parents earning minimum wage, only \$1,128 remains after covering the cost of rent and food. What little money is left over must cover other costs such as hydro, heat, child care, transportation, phone, and internet. When individuals and families live in low-income, it is difficult to afford basic needs such as food, housing and child care.

A Basic Income Guarantee is intended to strengthen and enhance social programs such as health care, education, and child care, rather than replace them.

Implementing a BIG could have the following positive impacts:

- Alleviate, prevent or even eliminate poverty and income insecurity;
- Enable people to pursue educational, occupational, social and health opportunities relevant to them and their families;
- Improve health and mental health outcomes in individuals and the population;
- Streamline income support programs;
- Improve the ability of individuals to manage their own circumstances such as recovering from financial setbacks, achieve balance in changing employment and family care needs and recovering from illness or injury.

While it is yet to be determined as to how the province will proceed with a BIG pilot project, THU can support the City of Temiskaming Shores to discuss and learn more about BIG and could also support the city in a future application to be a pilot site.

Sincerely,

Dr. Marlene Spruyt, BSc, MD, CCFP, FCFP, DPH, MSc-PH
Medical Officer of Health/Chief Executive Officer

c.c. Dr. Desilets



Eastern Ontario Wardens' Caucus

c/o County of Renfrew, 9 International Drive, Pembroke, ON K8A 6W5

Pembroke, April 6, 2016

Kirsten Walli, Board Secretary
Ontario Energy Board
2300 Yonge St.
PO Box 2319
Toronto, Ontario M4P 1E4

Re: Ontario Energy Board Generic Proceeding EB-2016-004

Dear Ms. Walli,

Regarding the Ontario Energy Board's Generic Proceeding EB-2016-004, the Eastern Ontario Wardens' Caucus would like to provide the following submission as a letter of comment.

As an organization representing the interests of municipal taxpayers in rural Eastern Ontario, the EOWC supports the initial application from Union Gas (EB-2015-0179) to expand natural gas service to rural and remote communities. Beyond that, however, the EOWC also supports any similar efforts from other entities, such as Enbridge Gas, that wish to provide natural gas services to rural and remote communities that do not currently have access to such services.

The expansion of the infrastructure required to provide natural gas to rural communities that would otherwise not receive this service would allow for significant economic benefits for every sector: residential, commercial and industrial. Natural gas is the most reliable, efficient, and economical form of energy, but due to the dispersed nature of our population – coupled with our geography and geology – many areas remain underserved or are simply not serviced at all.

As the economic development of our region is a priority issue, the expansion of the natural gas network is of great importance to everyone who lives and does business in rural Eastern Ontario. If certain conditions were put into place, such as those being considered by the Ontario Energy Board, it may become financially feasible to extend natural gas to the EOWC region.

The EOWC is an incorporated non-profit organization comprised of the elected Wardens of the 13 County Councils in rural Eastern Ontario, stretching from Northumberland in the west to the Quebec border in the east, with a combined population of 750,000. In closing, on behalf of the EOWC, I strongly encourage the Board to consider and approve any measures raised in the Generic Proceeding EB-2016-004 that may allow for the provision of natural gas in our region.

Best regards,

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

Peter Emon
Chair, 2016, Eastern Ontario Wardens' Caucus



The Corporation of the Township of
NORTH STORMONT
RESOLUTION

Date: April 12, 2016

Page 1

Resolution No. 609

MOVED BY:

Deputy Mayor Bill McGimpsey
 Councillor Jim Wert
 Councillor François Landry
 Councillor Randy Douglas

SECONDED BY:

Deputy Mayor Bill McGimpsey
 Councillor Jim Wert
 Councillor François Landry
 Councillor Randy Douglas

WHEREAS the OEB file **EB-2015-0179** (dated July 23, 2015) application and pre-filed evidence from Union Gas Limited is seeking approval of its proposed Community Expansion Program with intent to support the expansion of infrastructure necessary to provide natural gas to communities that would otherwise not receive natural gas service (Rural areas);

WHEREAS the Ontario Energy Board issued a Notice for Public Hearing **EB-2016-004** (dated January 2016) regarding OEB's intent to review the following issues in May 2016:

1. Should the OEB implement new ratemaking mechanisms including changes to current economic tests to encourage utilities to expand natural gas distribution service to new communities? If so, what should these new mechanisms be?
2. Should the OEB consider imposing conditions or making other changes to Municipal Franchise Agreements and Certificates of Public Convenience and Necessity to reduce barriers to natural gas expansion?
3. Does the OEB have the authority to require the ratepayers of one utility to subsidize the costs of another utility to expand into new communities? If so, under what circumstances (if any) would this be appropriate?

WHEREAS the Eastern Ontario Warden's Caucus's letter of comment (dated April 6, 2016) regarding the Ontario Energy Board's Generic Proceeding EB-2016-004 with intent for the Warden Caucus to support the initial application from Union Gas (EB-2015-0179) and also similar entities that wish to expand natural gas service to rural and remote communities;

WHEREAS the Township of North Stormont has signed a 20 year Franchise Agreement with Enbridge and has attempted many communications with them to have natural gas service in the ~~WEST~~ part of our Township without any responses or actions being taken by Enbridge;

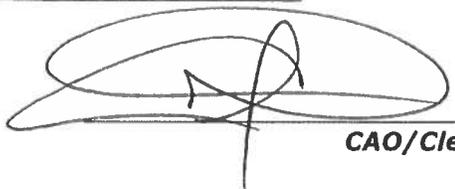
*WEST
EAST*

	FOR	AGAINST
Recorded Vote:	_____	_____
	_____	_____
	_____	_____

CARRIED: *Stemmer* **Mayor** **DEFEATED:** _____ **Mayor**

Declaration of Conflict of interest: _____

- Disclosed His/Her/Their interest
- Vacated His/Her/Their Seat
- Deferred


CAO/Clerk



The Corporation of the Township of
NORTH STORMONT
RESOLUTION

Date: April 12, 2016 *Part 2*

Resolution No. 609

MOVED BY:

Deputy Mayor Bill McGimpsey
Councillor Jim Wert
Councillor François Landry
Councillor Randy Douglas

SECONDED BY:

Deputy Mayor Bill McGimpsey
Councillor Jim Wert
Councillor François Landry
Councillor Randy Douglas

WHEREAS the West part of the Township of North Stormont is being served by Union Gas and that the separation is even made on the West side of a road (**serviced by Union Gas**) versus the East side of the same road (**unserved by Enbridge**);

WHEREAS the Township of North Stormont made representation with Union Gas to endeavor possible development of the natural gas services on the East side of the Township;

THEREFORE BE IT RESOLVED by the Council of Township of North Stormont that the OEB examine the proposal to expand natural gas services and make it available to all of Eastern Ontario rural areas such as the United Counties of Stormont, Dundas & Glengarry and the United Counties of Prescott-Russell as it is vital to our Economic Development and to Business expansion and retention as well as the increase of employability in our sector.

AND BE IT ALSO RESOLVED THAT this resolution supports the letter of comment sent to the Ontario Energy Board by the Eastern Ontario Warden's Caucus.

AND BE IT FURTHER RESOLVED THAT this resolution be circulated to all municipal and regional councils in Ontario requesting that they endorse and support this resolution and communicate their support to the Premier, the OEB and the Ministers of Economic Development, Employment and Infrastructure, Energy, and Agriculture and Rural Affairs.

Passed by the Council of the Township of North Stormont on April 12, 2016

Recorded Vote:

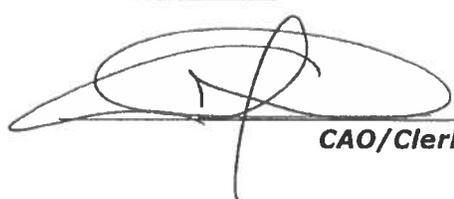
	FOR	AGAINST
	_____	_____
	_____	_____
	_____	_____

CARRIED: *Dennis Rife*
Mayor

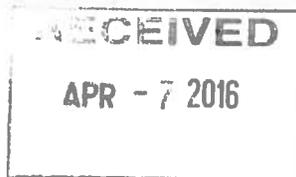
DEFEATED: _____
Mayor

Declaration of Conflict of interest: _____

- Disclosed His/Her/Their interest
- Vacated His/Her/Their Seat
- Deferred



CAO/Clerk



Provincial Land Tax (PLT) Review Update 2016

First Stage of PLT Review

- The *2015 Ontario Budget* announced PLT rate changes for 2015 and 2016. Before these changes were announced, PLT rates had not been updated to increase revenues in over 60 years. As a result, property tax inequities had developed in northern Ontario.
- Details about the PLT changes for 2015 and 2016 are outlined in the paper, *Provincial Land Tax Reform: A First Step toward a Fair and Modern Provincial Land Tax System*, posted on the Ministry of Finance web site:
<http://www.fin.gov.on.ca/en/consultations/landtaxreform/plt-reform.html>
 - For residential properties, the PLT rates will be adjusted by \$40 per \$100,000 of assessed property value in 2016.
 - The minimum PLT is being set at \$50 annually per property in 2016 to ensure that all unincorporated area property owners make a basic contribution to the cost of important services.
- The 2016 changes will appear on your 2016 final PLT bill.
- While this initial stage of PLT reform made important strides in creating a more equitable PLT, the government committed to continue discussions with northerners on ways to further address tax inequities in the North.

Second Stage of PLT Review

- The Ministry of Finance launched the second stage of the PLT review and consultation by holding 15 open houses across northern Ontario from August to October 2015. The open houses provided unincorporated area property owners the opportunity to hear more about PLT changes and provide input.
- These sessions are summarized in *Provincial Land Tax Reform: Overview of the Provincial Land Tax Open Houses*. The paper is posted on the Ministry of Finance PLT web page:
<http://www.fin.gov.on.ca/en/consultations/landtaxreform/>
- The second stage of the PLT review will continue to address inequities in taxation and in how important services are paid for in the North.

How can I provide additional input on the PLT?

- The *2016 Ontario Budget* confirmed the government's commitment to continue consultations with northerners on ways to further address tax inequities in the North before determining PLT rate adjustments for 2017.
- Building on the feedback received through the PLT open house sessions, the Ministry of Finance is seeking your written input on the review of the PLT at
<http://www.fin.gov.on.ca/en/consultations/landtaxreform/>.
- Those who do not have internet access may provide input by requesting a form from the Ministry of Finance by mail or by phone message.

Mail: Provincial Land Tax
Ministry of Finance
Provincial Local Finance Division
777 Bay Street
10th Floor
Toronto, ON M5G 2C8

Voice-mail: 1-844-637-6465 (toll free)

You can find out more about the PLT on the Ministry of Finance web site.
<http://www.fin.gov.on.ca/en/consultations/landtaxreform/>

Message from the Minister of Labour

I am proud to write today to inform your municipality that Bill 163, the *Supporting Ontario's First Responders Act, 2016*, has passed third reading and received Royal Assent on April 6, 2016. Municipalities across Ontario play a vital role in the delivery of emergency services. Consequently, it is important that municipalities are aware of this critical legislation to support Ontario's first responders.

Over the last decade there has been an increased awareness of the effects of post-traumatic stress disorder (PTSD). We know PTSD can be serious and debilitating, and that first responders are at least twice as likely as the general population to suffer from PTSD.

The Premier asked me to bring forward a plan that addressed prevention of and resiliency to PTSD, and she also asked that we create legislation that makes PTSD a workplace presumption for first responders. First responders put their lives at risk each and every day to keep all of us safe, and it's important we provide our first responders the same unconditional support they provide to us when we need them.

That's why I committed Ontario to becoming a leader in dealing with first-responder PTSD, and we know the solution lies with a comprehensive approach that includes both preventative and legislative measures. The *Supporting Ontario's First Responders Act, 2016* is a key component of that comprehensive strategy. It will provide a presumption that PTSD diagnosed in first responders is work-related, allowing for faster access to WSIB benefits, resources and the timely treatment needed to heal and return to work safely.

The specific groups covered under the PTSD presumption include:

- Police, including First Nations constables, and chiefs of police
- Firefighters (including part-time and volunteer firefighters), including those who are employed or who volunteer to provide fire protection services on a reserve, fire investigators, and fire chiefs
- Paramedics and emergency medical attendants, and ambulance service managers
- Workers involved in dispatching emergency services, including workers who play a role in the chain of communications which lead up to the dispatch for ambulance services, firefighters and police
- Correctional officers/youth services workers (including managers) and workers who provide direct health care services in adult institutional corrections and secure youth justice facilities
- Members of emergency response teams dispatched by a communications officer.

The *Supporting Ontario's First Responders Act, 2016* also amends the *Ministry of Labour Act* to allow the Minister of Labour to collect information about an employer's plans to prevent PTSD and authorizes the Minister to publish those plans. Collecting this information is intended to encourage the development of prevention plans and assess progress in the prevention of PTSD in these workplaces. It will also serve to highlight gaps and inform future prevention initiatives.

I will formally direct certain employers to provide me with information on their workplace post-traumatic stress disorder prevention plans by April 23, 2017. This direction will be published in the *Ontario Gazette*, Volume 149, Issue 17, which will be available at www.ontario.ca/search/ontario-gazette. Additional information can also be found on the Ministry of Labour website at www.labour.gov.on.ca/english/hs/ptsd.php.

As your municipality is an employer or is responsible for employers of workers covered under the PTSD presumption, I am advising you of this direction and look forward to receiving information in a timely manner. You are able to determine an approach that reflects your local context, taking into consideration the ways that first responder services are delivered and supported locally. I would request that you forward this correspondence to any administrations that fall within your purview, so they are aware of the direction to submit information and are engaged in the process as appropriate.

Information about prevention plans should be submitted in electronic Word format to ptsdprevention@ontario.ca. When submission by this method is not possible, information can be mailed to the Ontario Ministry of Labour, Att: PTSD Prevention Plan, 400 University Avenue, 14th Floor, Toronto, ON, M7A 1T7. Resources to assist in the development of a prevention plan are available online as part of a free online toolkit (see the link below). Should you have any questions, please contact ministry staff at 416-325-4575.

These legislative amendments build on our previously announced PTSD prevention strategy, which includes:

- The creation of a radio and digital campaign aimed at increasing awareness about PTSD among first responders, their families and communities and eliminating the stigma that too often prevents those in need from seeking help
- An annual leadership summit to be hosted by the Minister of Labour to highlight best practices, recognize leaders, and monitor progress in preventing and addressing PTSD
- A free online toolkit at www.firstrespondersfirst.ca with resources on PTSD tailored to meet the needs of employers and each of the first responder sectors
- Grants for research that supports the prevention of PTSD.

We started on the prevention initiatives in March 2016 with the launch of the public radio and digital awareness campaign, as well as the free online toolkit.

Through the alignment of research, prevention and treatment efforts, Ontario will create a solid and coordinated set of resources to provide the support needed by the brave men and women who put their lives on the line in our time of greatest need. This is the beginning of a new way forward in preventing PTSD and providing support for our first responder community in Ontario. With your help, our government has put in place a strategy that will help protect our dedicated first responders who put themselves in harm's way to ensure our safety.

These changes will positively impact many lives across the province, and will provide our 73,000 first responders and their families some peace of mind.

Please accept my thanks for your support.

Sincerely,

[Original signed by]

Kevin Flynn
Minister of Labour

**Ministry of Tourism,
Culture and Sport**

Office of the Deputy Minister

9th Floor, Hearst Block
900 Bay Street
Toronto ON M7A 2E1
Tel. 416-326-9326
Fax: 416-314-7854

**Ministère du Tourisme,
de la Culture et du Sport**

Bureau du sous-ministre

Édifice Hearst, 9^e étage
900, rue Bay
Toronto ON M7A 2E1
Tél. : 416 326-9326
Télec. : 416 314-7854



April 22, 2016

MEMORANDUM TO: Municipal Clerks and Chief Administrative Officers

FROM: Maureen Adamson
Deputy Minister

SUBJECT: Update on Ontario's Culture Strategy

I would like to provide an update on Ontario's Culture Strategy. Last fall, the government launched Culture Talks to start a conversation with Ontarians about the value of culture in their lives and communities to help us develop the province's first Culture Strategy.

I'd like to thank those of you who helped us spread the word as well as those who participated in Culture Talks. We heard from thousands of participants and many municipalities who shared their ideas and thoughts on what culture means and the many ways they contribute to and take part in culture.

We now invite you to participate in the next stage of consultations by providing feedback on the key parts of the draft [Culture Strategy](#), and to share the draft strategy with your contacts who may be interested.

The strategy sets out a new vision for culture and identifies three overarching goals to strengthen culture in communities, fuel the creative economy and promote cultural engagement and inclusion. These goals are supported by strategies and actions to guide Ontario's support for culture so that it continues to grow and flourish in the years to come. The consultation period on the key parts of the draft strategy closes on Friday, May 13, 2016.

We would also like to let you know that we have posted [A Summary of What We Heard from Ontarians](#). This document is an overview of the first stage of consultations held from September 2015 to December 2015, in which we capture the key themes and ideas that emerged during the engagement process.

Our next step will be to review the feedback we receive on the draft strategy. We will then finalize the strategy and release it in June.

We look forward to receiving your feedback and continuing the conversation with Ontarians.

Sincerely,

original signed by

Maureen Adamson
Deputy Minister
Ministry of Tourism, Culture and Sport

Monday April 25, 2016

Mayor Carman Kidd & Council
City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
POJ IKO

RE: CITY OF TEMISKAMING SHORES BIKE WEEK

Dear Mayor Kidd & Council;

The Bicycle Friendly Community Committee met on Monday March 14th, 2016 at which time the potential for cycling activities in the community were discussed.

Many municipalities highlight and promote cycling in their communities through the proclamation of a bike day, week, or month. In the Toronto area, 2016 Bike Month runs from May 30 to June 30 and includes a Bike to School Week and a Bike to Work Day within that time frame.

The Bicycle Friendly Community Committee is just getting started having been appointed as a Council of Committee at the regular meeting of Council of February 16th, 2016 and is very excited to have learned of the funding received by the Ontario Trillium Foundation and the Ontario Municipal Cycling Infrastructure Program for the completion of the STATO Trail into Dymond township.

The Committee is requesting that Council consider proclaiming May 30th to June 3rd as Bike Week in Temiskaming Shores for 2016. Within that time period the Committee will be working on the promotion of a Bike to Work Day during that week.

On behalf of the Bicycle Friendly Community Committee I thank you for your consideration of this request.

Sincerely,



Tammie Caldwell
Director of Recreation Services



Township of North Frontenac

6648 Road 506
P.O. Box 97, Plevna, Ontario K0H 2M0
Tel: (613) 479-2231 or 1-800-234-3953, Fax: (613) 479-2352
www.northfrontenac.ca

April 13, 2016

All Municipalities
Via Email

Attention: All Municipalities within Ontario

Dear Clerks:

Re: Independent Electrical System Operator Review of Request for Proposal Process for the Award of Renewable Energy Contracts

Please be advised the Council of the Corporation of the Township of North Frontenac passed the following Resolution at the March 18, 2016 Council Meeting:
Moved by Councillor Good, Seconded by Councillor Inglis #155-16
WHEREAS the Independent Electrical System Operator has requested input on the RFP process used to award renewable energy contracts;

AND WHEREAS the government indicated that new contracts would be directed to willing host communities with the Minister of Energy indicating on March 7 that it would be 'almost impossible' for a contract to be granted under the current process without municipal agreement;

AND WHEREAS three of the five contracts announced on March 10 2016 did not have municipal support for the project;

AND WHEREAS the current process does not meet the government's standards for openness and transparency because municipal Councils are asked to support power projects based on little or no detail and further, the recipient municipalities are unable to determine the basis on which individual contracts were awarded;

AND WHEREAS the province has not demonstrated that renewable energy projects are of sufficient strategic importance in meeting Ontario's electricity generation requirements and/or carbon emission reduction targets to warrant the province taking action to override municipal decisions;

THEREFORE BE IT RESOLVED THAT the Council of the Township of North Frontenac requests:

1. That the Municipal Support Resolution become a mandatory requirement in the IESO process;
2. That the rules be amended to require that the resolution related to this support must be considered in an open Council meeting held after the community engagement meeting organized by the proponent;
3. That full details of the project, including siting of project elements and site consideration reports, are required to be made available at the community engagement meeting and to the Council before the resolution is considered;
4. That the terms of any municipal agreement related to the project also need be discussed in open Council and that such agreements cannot contain terms that limit the municipality's ability to exercise Municipal Act powers relative to the project;
5. That the process includes the requirement for the municipality to provide comments on the project directly to the IESO;
6. That any points for Aboriginal participation in a given power project be limited to the First Nation who has a comprehensive claim on the land where the project will be built;
7. That any announcement of the successful bidders includes an explanation of the points awarded to each bid.

AND THAT this Resolution be provided to the President of IESO; Minister of Energy; All Municipalities within the Province; Randy Hillier, MPP; and AMO.

AND THAT the Mayor is authorized to do a press release.

Carried

Please provide the Resolution to your Council for consideration of the request for support.

If you have any questions or concerns, please do not hesitate to contact me.

Yours truly,



Tara Mieske
Clerk/Planning Manager
TM/bh

February 19, 2016

Kathleen Wynne, Premier of Ontario
VIA – Email

Dear Premier Wynne,

Please be advised that the Council of the Municipality of Bluewater passed the following motion at their Council meeting on February 16, 2016:

Moved by Councillor Zimmerman, seconded by Councillor Hill that:

Whereas Ontario's growing and aging population is putting an increasing strain on our publicly-funded health care system;

And Whereas since February 2015, the Ontario government has made an almost 7% unilateral cut to physician services expenditures which cover all the care doctors provide to patients – including cuts to programs which are specifically designed to act as incentives for physicians to practice in rural areas:

And Whereas the decisions Ontario makes today will impact patients' access to quality care in the years to come and these cuts will threaten access to the quality, patient-focused care Ontarians need and expect:

And Whereas Ontario is experiencing a growing rural population as retirees move to the countryside;

And Whereas many rural municipalities in Ontario have formed physician recruitment and retention committees and strategies to deal with the reality of physician retirements and shortages;

And Whereas rural areas in Ontario are already at a distinct disadvantage in recruiting family physicians due to a number of factors;

Now Therefore Be It Resolved that the Council of the Municipality of Bluewater hereby requests that the Minister of Health and Long Term Care reinstate incentives for physicians to practice in rural areas of Ontario, and that the minister return to the table with Ontario's doctors and work together through mediation-arbitration to reach a fair deal that protects the quality, patient-focused care Ontario families deserve;

And Be It Further Resolved that copies of this resolution be sent to the Premier of Ontario, the federal and provincial Ministers of Health, the Ontario College of Physicians and Surgeons, and all municipalities in Ontario. Carried.

If you require any further information, please do not hesitate to contact me.

Kind Regards,

A handwritten signature in cursive script, appearing to read "Charlene Overholt".

Charlene Overholt
Manager of Corporate Services/Clerk



ASSOCIATION CANADIENNE-FRANÇAISE DE L'ONTARIO

RÉGION TÉMISKAMING • C.P. 1644 New Liskeard (Ontario) P0J 1P0
Téléphone 705 647-6105 • Télécopieur. 705 647-9297
Courriel : acfotem@ntl.sympatico.ca • www.francoTemiskamingue.ca

April 12, 2016

City of Temiskaming Shores

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

Attention: Mayor and Council

Re: Request for Support – Application for Canada 150 funding to Heritage Canada

ACFO *Témiskaming* is seeking support from the City of Temiskaming Shores for your funding application to Heritage Canada for the installation of a kiosk (Canada 150) celebrating our region's contribution to the country's development.

If funding is received and in addition to the kiosk we would also showcase our local artist (First Nations, anglophones and francophones) throughout 2017 at the Festival des Folies Franco-Fun, National Aboriginal Day, Bikers' Reunion, Foire gourmande in Ville-Marie, New Liskeard Fall Fair, Village de Noël and in the local schools.

Consideration of this request is gratefully appreciated.

Yours truly,

Jean-Claude Carrière

Jean-Claude Carrière
Agent de développement, ACFO-Témiskaming



MUNICIPALITY OF SOUTH DUNDAS

34 Ottawa Street, P.O. Box 740
Morrisburg ON K0C 1X0
613.543.2673 | southdundas.com

MOVED BY *Debbie Wilson* **RESOLUTION NO** _____

SECONDED BY *[Signature]* **DATE** April 19, 2016

WHERE AS in the 2016 Ontario Budget, the government of Ontario has suspended current intake of applications to the Rural Economic Development program and has indicated that it plans to integrate the program into the Jobs and Prosperity Fund.

WHERE AS the Jobs and Prosperity Fund is narrowly focused and is restricted to private sector organizations and industry partners, which prevents access to funding for rural municipalities and others who formerly benefitted from the Rural Economic Development Program. The emphasis on large projects that meet either of minimum \$5 million or \$10 million in eligible project costs thresholds, will significantly restrict benefits from this fund.

WHERE AS in contrast, the Rural Economic Development Program supported a number of capacity building projects including but not limited 'Business Retention and Expansion' and 'Downtown Revitalization' projects and Economic Development Strategic Planning projects for small rural municipalities who were looking to improve their local economy. Also of note is that because the Jobs and Prosperity Fund is not specifically designated for rural areas, that funds from this program will likely favour more urban areas of the province.

NOW THEREFORE BE IT RESOLVED THAT THE Council of the Municipality of South Dundas asks the government of Ontario to reconsider the suspension of and the integration of the Rural Economic Development Program into the Jobs and Prosperity Fund with the view to ensuring that Rural Economic Development Program stays as an intricate funding program of the Province that will support capacity building and foster economic growth in rural municipalities in Ontario.



MUNICIPALITY OF SOUTH DUNDAS

34 Ottawa Street, P.O. Box 740
Morrisburg ON K0C 1X0
613.543.2673 | southdundas.com

BE IT FURTHER RESOLVED THAT this resolution be circulated to all municipal and regional councils in Ontario requesting that they endorse and support this resolution and communicate their support to the Premier and the Minister of Agriculture, Food and Rural Affairs.

CARRIED DEFEATED DEFERRED

Delegarde
MAYOR

Recorded Vote:	
Mayor Delegarde	_____
Deputy Mayor Locke	_____
Councillor St. Pierre	_____
Councillor Ewing	_____
Councillor Mellan	_____



**Regular Council
April 25, 2016**

133 - 2016

Item 12.2
(2 pages)

Moved by:

Mike Dutoit

Seconded by:

[Signature]

WHEREAS human trafficking is a heinous crime that has been referred to as modern day slavery; and

WHEREAS traffickers recruit, transport, harbor, and control the girl next door for sexual exploitation or forced labour; and

WHEREAS it is one of the fastest growing crimes that starts and stays in Canada, targeting victims — 90 percent of which are Canadian-born and predominantly female, averaging the age of 14; and

WHEREAS Ontario is a major hub of human trafficking in Canada, and victims are lured, manipulated and coerced, often over the internet from every part of Ontario; and

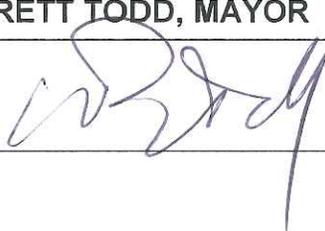
WHEREAS human trafficking is in our neighbourhoods and our communities;

THEREFORE BE IT resolved that the Council of the Town of Prescott support Bill 158, *Saving the Girl Next Door Act, 2016*, support MPP Laurie Scott's motion for a multi-jurisdictional and coordinated task force of law enforcement agencies, Crown prosecutors, judges, victims' services and frontline agencies; and

PRESCOTT
EST 1784
THE FORT TOWN

That a copy of this resolution be forwarded to all Members of Provincial Parliament and municipalities.

		REQUESTED BY:		
		RECORDED VOTE	YES	NO
		Councillor Leanne Burton		
		Councillor Teresa Jansman		
		Councillor Fraser Laschinger		
CARRIED:	✓	Councillor Lee McConnell		
TABLED:		Councillor Mike Ostrander		
DEFEATED:		Mayor Brett Todd		
RECORDED VOTE:		Councillor Ray Young		

BRETT TODD, MAYOR	KIMBERLEY CASSELMAN, CLERK
	



Laurie Scott, MPP
Haliburton-Kawartha Lakes-Brock

Queen's Park Office:
Rm. 434, Main Legislative Bldg.
Queen's Park
Toronto, Ontario M7A 1A8
Tel. (416) 325-2771
Fax (416) 325-2904
E-mail: laurie.scott@pc.ola.org

Constituency Office:
14 Lindsay St., North
Lindsay, Ontario K9V 1T4
Tel. (705) 324-6654
1-800-424-2490
Fax (705) 324-6938
E-mail: laurie.scottco@pc.ola.org

April 7, 2016

Mayor Brett Todd
Town of Prescott
360 Dibble St. W, Box 160
Prescott, ON K0E 1T0

Dear Mayor Todd,

I write to you today to ask you to support my efforts as MPP and PC Critic for Women's Issues, to call on the provincial government to take immediate steps to combat human trafficking in Ontario and to raise public awareness of this horrid crime.

Human trafficking is a heinous crime that has been referred to as nothing short of modern day slavery. It is one of the fastest growing crimes, and starts and stays in Canada – over 90 percent of victims are Canadian-born. Worse, Ontario is a major hub for human trafficking in Canada, as the proximity to cities along the Highway 401 corridor provides an accessible thoroughfare for traffickers, and the ability to keep victims isolated. Victims are lured over the internet, meaning that this crime is in our neighbourhoods, our communities and our towns.

Victims – predominantly girls averaging the age of 14, and shockingly as young as 11 – are lured into a nightmare that they can almost never escape on their own. Traffickers recruit, transport, harbour and control the girl next door for sexual exploitation or forced labour.

On February 18, 2016, the Legislative Assembly of Ontario unanimously supported Bill 158 on Second Reading, which aims to take immediate steps against human trafficking in Ontario.

The bill provides as follows:

- Declare February 22nd as Human Trafficking Awareness Day in Ontario;
- Allow for an application to be brought by a parent of a trafficking victim under the age of 18, a trafficking victim aged 18 or over or an authorized agent such as Covenant House to obtain a protection order from a judge to prohibit the trafficker from contacting or approaching the victim. Such an order would remain in place for a minimum of three years;

- Create a tort or civil action of human trafficking, allowing victims to sue their traffickers for damages and an accounting of profits; and
- Amend the definition of “sex offender” under *Christopher’s Law (Sex Offender Registry)*, 2000 to include criminal offences for trafficking of victims under the age of 18 years.

In May of last year, I also received unanimous support for a motion asking the Government of Ontario to immediately create a provincial task force to combat human trafficking in Ontario.

The task force would have a similar structure and funding model to the Guns and Gangs Task Force. A multi-jurisdictional task force made up of specially-trained police officers, Crown prosecutors, judges, and frontline workers would coordinate information sharing, and collaboratively work to apprehend criminals and rescue victims. Training and education would also have to be specialized not only for law enforcement and the justice system, but for victims’ services, health care workers, schools and businesses.

The task force was endorsed by the Select Committee on Sexual Violence and Harassment, which I had the honour of co-chairing.

The two recommendations are as follows:

57. The Ontario government provide resources for the development of a coordinated approach to help victims of human trafficking, allowing providers of support services and the criminal justice system to share information and work collaboratively.

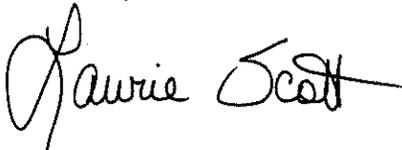
58. The Ontario government develop a multi-ministerial, province-wide strategy on human trafficking.

Ontario is far behind other provinces when it comes to combatting human trafficking and taking significant action. For instance, in Manitoba, they have enacted legislation as far back as 2012, which has seen multiple victims rescued and traffickers put behind bars for breaching protection orders.

I ask that you and your council members consider putting forward a resolution to support the following attached draft resolution.

I look forward to your support.

Sincerely,

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

Laurie Scott, MPP
Haliburton-Kawartha Lakes-Brock

**Municipal Resolution on Anti-Human Trafficking Task Force
and Bill 158, *Saving the Girl Next Door Act, 2016***

WHEREAS human trafficking is a heinous crime that has been referred to as modern day slavery; and

WHEREAS traffickers recruit, transport, harbour and control the girl next door for sexual exploitation or forced labour; and

WHEREAS it is one of the fastest growing crimes that starts and stays in Canada, targeting victims – 90 percent of which are Canadian-born and predominantly female, averaging the age of 14; and

WHEREAS Ontario is a major hub of human trafficking in Canada, and victims are lured, manipulated and coerced, often over the internet from every part of Ontario; and

WHEREAS human trafficking is in our neighbourhoods and our communities;

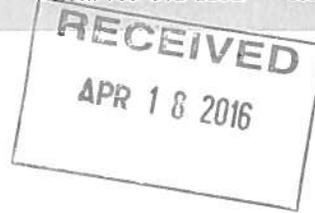
THEREFORE BE IT resolved that the Council of (name of municipality) support Bill 158, *Saving the Girl Next Door Act, 2016*, support MPP Laurie Scott's motion for a multi-jurisdictional and coordinated task force of law enforcement agencies, Crown prosecutors, judges, victims' services and frontline agencies; and

That a copy of this resolution be forwarded to all Members of Provincial Parliament and municipalities.



Paroisse Ste-Croix

341 Sutherland Way, C.P. / P.O. Box 1028, Haileybury, Ontario POJ 1K0
Tél: 705-672-3296 Téléc.: 705-672-2252 ste-croix@persona.ca



April 18, 2016
Haileybury, On

Subject: Safety Issue related to snow removal

Mayor and Council:

We would like to bring to the attention of our elected officials, the problem, we at Holy Cross Church in Haileybury, experienced over this past winter.

As our population is aging, it is becoming more difficult for our Parishioners to attend our church service once the snow arrives. Most of our seniors must rely on family to drive them to Church, where they are dropped off, as close as possible to the front of the Church. The drivers must then park their vehicles in a safe location. Over the course of this past winter, we have had many complaints, because the snow has not been removed on Sutherland Way. If by chance, there is an event at the arena, then parking becomes an even greater issue.

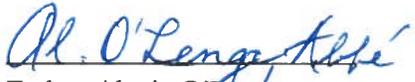
The snow removal plan, set by public works, concentrates on the area with the highest volume of traffic. During the week, it is school areas. Would it be possible for the Church areas to replace the time slot assigned to do the schools on weekends? Our concern deals with liability, should an emergency vehicle be required to pass either on lower Russell St., Sutherland Way, or have to use Cecil St. to the South. It is very difficult to educate our parishioners to only park on one side of the street, as many come to visit family on weekends from outside the area.

This past winter there were times when the streets were almost totally blocked. The snow banks were not removed resulting in cars parked a few feet away from the edge of the sidewalks. If only one vehicle does not move far enough off to the side, the road would be impassable.

We ask to have our concerns addressed by the Public works committee and if possible the property protection committee who may have a concern with lack of accessibility of emergency vehicles through the streets.

We thought, that rather than bringing this to your attention during the winter months, when your schedule is already set, we would wait to have our concern address within the next 6 months before the snow falls and you have set your new winter snow schedule.

Thank You


Father Alexis O'Lenga,
Paroisse Ste-Croix, administrator


Denis Lacroix, président
Conseil des affaires économiques

c.c. Mayor and Council
Property Committee
Public Works Committee

Ministry of Northern Development
and Mines

Office of the Minister

99 Wellesley Street West
Whitney Block, Room 5630
Toronto ON M7A 1W3
Tel.: 416 327-0633
Fax: 416 327-0665

Ministère du Développement du Nord
et des Mines

Bureau du ministre

99, rue Wellesley Ouest
Édifice Whitney, bureau 5630
Toronto ON M7A 1W3
Tél. : 416 327-0633
Télééc. : 416 327-0665



APR 13 2016

MNDM4676MC-2016-61

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

Dear Mayor Kidd:

It was a pleasure meeting with delegates from the City of Temiskaming Shores at the Ontario Good Roads Association/Rural Ontario Municipal Association (OGRA/ROMA) Conference on February 23 in Toronto.

As Minister of Northern Development and Mines, I value your input on Northern Ontario municipal matters. Certainly, I appreciated having the opportunity to hear Temiskaming Shores' thoughts and concerns regarding accessing funding for infrastructure upgrades to the water system for North Cobalt, and about funding for the Gray Road sanitary lift station. I also appreciated hearing about Temiskaming Shores' interest in purchasing the Ontario Northland Transportation Commission property.

Our government is committed to working with municipalities, First Nations, and local industries of the North to take advantage of emerging opportunities for jobs and growth while addressing the unique challenges facing the North.

I encourage you to work with Ms Anne Marie LeRoy, Northern Development Advisor in New Liskeard. Ms LeRoy would be pleased to assist you with information on the programs of the Northern Ontario Heritage Fund Corporation, as well as other applicable Ontario government programs and initiatives available. Ministry staff can also help you get in touch with other provincial ministries, as may be required. Ms LeRoy can be reached at 705-647-7392 or by email at anne-marie.leroy@ontario.ca.

Once again, thank you for having delegates from the City of Temiskaming Shores meet with me at OGRA/ROMA. In closing, please accept my best wishes.

Sincerely,

Michael Gravelle
Minister of Northern Development and Mines

Temiskaming Shores Public Library Board

Meeting Minutes
Wednesday, March 16, 2016
7:00 p.m. at the New Liskeard Branch

1. Call to Order

Meeting called to order by Chair Donald Bisson at 6:55 p.m.

2. Roll Call

Present: Donald Bisson, Jeff Laferriere, Carman Kidd, Brenda Morissette, Robert Dodge
and CEO/Head Librarian Rebecca Hunt

Regrets: Roger Oblin

Leave of absence: Cam Locke, Theresa McGrory

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Jeff Laferriere

Seconded by: Robert Dodge

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

Carried.

Additions to the Agenda:

1. **New Business d.:** Report LIB-005-2016 Institutional Cards

4. Adoption of the Minutes

Moved by: Carman Kidd

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, February 17, 2016 as presented.

Carried.

5. Business arising from Minutes

- a. There was discussion on the Haileybury security cameras and on giving the Library CEO access from home to the cameras so if there is a security incident she would be able to see what is happening in the building before attending. The CEO will submit a ticket to the IT Administrator.

6. Correspondence

- a. From: Margaret Villneff, President—Little Claybelt Homesteaders Museum
Re: Support of the museum and membership.
Reference: Information

7. Secretary–Treasurer’s Report

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

Friends of the Library: Will meet again on October 18, 2016. They do not have any projects at this time.

Buildings and Equipment:

- **Fire safety checks** were conducted in March in the library buildings.

The Circulation computer in Haileybury keeps crashing. The front desk computer in Haileybury and the two front desk computers in New Liskeard need replacement. The existing computers were purchased and installed in 2011. There is \$2500 available in the Small Office Equipment budget line to spend on computers. The City’s IT Administrator believes he can purchase three desktops for about \$750 apiece, and the library would have to purchase the Windows operating system from Tech Soup for \$23 each. Total cost would be about \$2319 + tax.

Direction from the board is to ask the IT Administrator to provide three quotes for circulation desk computers for the libraries.

Business:

Giant Book Sale: The sale went extremely well—staff members, city leisure services staff members and volunteers worked hard and the sale went very smoothly. The sale was successful in raising \$2079.85 for the library.

Coop Student: The Co-op student has been trained in her duties and is working out really well. She has almost completed the patron registration form project and is working hard on the DVD spine label project. We will also be teaching her to shelf read if she finishes up the projects early.

Ontario Library Capacity Fund Research and Innovation grant: the Library Value Study Committee for the Research and Innovation grant met via teleconference on Friday, February 26. The Terms of Reference for the committee were reviewed and approved. The committee is composed of the library CEOs for the six pilot libraries, the Lead OLS-N Skills Development staff person and OLS North CEO. The draft work plan was reviewed and approved. Temiskaming Shores Library will be involved as a pilot library in November 2016. The RFP was reviewed and approved. OLS-North will send out to a number of companies the first week of March. The OLS CEO asked for recommendations of companies to send to and I suggested MDB (Millier, Dickinson, Blais) Insight, the firm that has been working with the Cultural Sustainability project in the Temiskaming Region. The next meeting will take place via teleconference on Thursday, March 24 to review RFPs and select consultants for interviews.

Ontario Library Capacity fund 2015-2016 grant

The final report for the grant has been submitted.

Professional Development: I will attend the Ontario Library Service North Kirkland Lake Networking meeting in Kirkland Lake on Tuesday, April 12 from 8:30-4:30

Exam Proctoring: An exam was proctored in each of the branches in early March.

South Temiskaming Regional Arts/Culture Council: I have been attending the Regional Arts/Culture council meetings and workshops on behalf of the library, and am also sitting on the steering committee for setting up the new council. I am part of the governance and finance committees of the new group. So far the group is working on terms of reference and mission/mandate statements, and on a membership fee structure. Next steps will be to formulate by-laws and policies for the group.

Volunteers

In addition to the volunteers that take the books to the Manor in New Liskeard, three high school volunteers continue to log hours at the New Liskeard branch and one adult volunteer is logging hours at the Haileybury branch. As well, we have three high school volunteers and three adult volunteers lined up to help with the book sale.

Programming:

Visits to the Extencicare and the Lodge Nursing Homes to exchange books are ongoing on Fridays.

Gadget Help to the Extencicare will start on February 25.

Visits from the Life Skills group to the New Liskeard Branch continue every Wednesday.

Les Liseuses, the French Book Club, continues to meet at the New Liskeard Branch on the first Tuesday of the month.

Gadget Helper at both branches of the library

Tuesdays and Thursdays, book a one-on-one time. This program is very popular and we are having lots of people sign up for help.

Healthy Kids Community Challenge Library Program

April 9, 23 and 30

The draw for the bikes will be on May 7

Beginner Tatting Classes at the library branches

Gloria Nelson is running tatting (lace making) classes at the library branches.

New Liskeard Branch: March 22, April 5 and 12.

Haileybury Branch: March 23, 30 and April 6.

Easter Craft and Easter Egg Hunt at the Library Branches:

Saturday, March 26

Spring Session of Preschool Storytime

Haileybury Branch: April 6, 20, May 4 and 18

New Liskeard Branch: April 13, 27, May 11, May 25

Finances and Statistics

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

8. Committee Reports

a. Finance and Property Committee: Nothing to report

b. Planning, Personnel, Policy and Publicity Committee: Nothing to report

- c. **Building Committee:** Chair Donald Bisson gave a report on the Building Committee meeting of February 25, 2016.

9. New Business

a. Report LIB-003-2016 Workplace Inspections.

For information. The CEO mentioned that First Aid training will be completed for library staff at first opportunity as long as the training works with the library schedule. It is hoped to complete the training on a Monday/Tuesday in April.

b. Report LIB-004-2016 Rental of Walking Poles and Snowshoes from the library.

For information. The CEO mentioned that four pairs of snowshoes and one pair of walking poles have circulated.

c. Dropbox Discussion.

Board Chair Donald Bisson discussed the option of using Dropbox with the Board. The Chair and CEO have been using Dropbox to share policy and bylaw files very successfully—the files are kept up to date and it eliminates the necessity of the CEO having to continually email updated policies to the Chair. If other Board Members would like to use Dropbox for accessing the updated policies they simply need to download Dropbox, create an account and inform the CEO so she can share the folders with them.

d. Report LIB-005-2016 Institutional Cards.

For information. The Board agreed with the CEO's recommendation for providing institutional cards to schools and other organizations with the terms and conditions as outlined in the report.

10. Closed Session deferred until next meeting

11. Plan, Policy and Bylaw Review

a. Policy review: Internet filtering and control of information statement, Facilities-4.5

The policy was reviewed.

Motion #2016-10

Moved by: Brenda Morissette

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts Policy: Internet filtering and control of information statement, Facilities 4.5 as reviewed by the Board.

Carried.

12. Adjournment

Motion to adjourn by Jeff Laferriere at 7:24 p.m.

Chair – Donald Bisson

Temiskaming Shores Public Library Board

E-Meeting Minutes
Wednesday, March 23
10:00 a.m.

1. Call to Order

E-Meeting called to order by Chair Donald Bisson at 10:06 a.m.

2. Roll Call

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

Leave of absence: Theresa McGrory, Cam Locke

Members of the Public: 0

3. New Business

a. Review of the quotations and recommendation for library computers

Motion #2016-11

Moved by: Robert Dodge

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts the recommendation by Brad Hearn to purchase three - Dell Optiplex 3020M computers from NorthernTel as per quotations received.

Carried.

4. Adjournment

The Chair declared the E-Meeting adjourned at 2:55 p.m.

Chair – Donald Bisson

1.0 CALL TO ORDER

The meeting was called to order at 1:05 p.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4.0 APPROVAL OF AGENDA

Recommendation TC-2016-004
Moved by: Councillor Danny Whalen

Be it resolved that the Transit Committee agenda for the April 13, 2016 meeting be approved as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2016-005
Moved by: Councillor Rochelle Schwartz

Be it resolved that the Transit Committee minutes for the February 10, 2016 meeting be adopted as printed.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 PRESENTATIONS

7.1 District School Board Ontario North East (DSBONE)

Discussion:

Doug Shearer (Chair) and Bruce Cutten (Trustee) from DSBONE presented the Committee with a proposal to use the Temiskaming Transit system to transport secondary students who live within the transit system catchment area to and from TDSS.

The following is a copy of the Proposal that was presented:

Preamble

A study prepared by the Northeast Transportation Cooperative shows District School Board Ontario North East currently transports approximately 230 secondary school students to Timiskaming District Secondary School within the boundaries of the City of Temiskaming Shores. The annual cost for this is approximately \$175,000.

In many large communities school bus transportation is not provided for high schools students except in special circumstances. They take public transit.

Many small cities struggle to provide an efficient public transportation system. The funds received from school boards to transport secondary students could provide significant positive impact to the entire transit system.

Proposal

District School Board Ontario North East would like to explore the option of using the Temiskaming Shores public transit system to transport those secondary students, who live within the transit system catchment area, to and from Timiskaming District Secondary School. Transportation would be accomplished by means of student passes.

Most communities with public transportation systems operate increased frequency and expanded routes during peak times. To meet the goal of transporting students to and from the school in a timely way, it would be necessary to increase the frequency of route coverage in the morning and afternoon. It may also be necessary for some limited expansion of the routes as well.

Considerations

A price for student passes would have to be negotiated within the basic parameter that any process would have to be cost neutral for the Board at a minimum. That means that costs to transport the approximately 230 students could not exceed \$175,000 in

the initial stages. It is recognized that, over time, all transportation systems experience increased fuel and labour costs.

In addition to secondary school students, an enhanced transit system would likely attract increased peak hour ridership.

Many secondary students have variances in their schedules at the end of the day. In addition, some will remain after regular hours to participate in clubs, sports or undertake educational projects. Frequently, parents have to attend the school to pick their young people up. An enhanced transit program would benefit both students and, at least, some parents.

In addition to the benefit of ability to come and go to school in a fashion more in keeping with their class schedules, students may also experience increased mobility through the community during off peak hours and weekends as they become more accustomed to transit use.

The Temiskaming Shores transit system could see additional revenues by offering a deep discount on after hours and weekend student fares when accompanied by the student transit pass.

There would be benefit to both Northern College and College Boreal through the provision of more frequent peak hour transit.

There would be benefit for employers and employees through provision of a greener and more cost effective way of traveling to and from work.

The City of Temiskaming Shores currently has some buses at its disposal to assist an expanded route program. Further study would have to be undertaken to determine anticipated capacity requirements for both students and other transit users during peak hours.

Only those secondary school students within Temiskaming Shores/Cobalt would be included and that students within the normal walking distances, in the rural areas and special needs students would not be included.

Within Temiskaming Shores transit drivers drawn from the school bus driver complement. As a result, they have security clearances, are trained in First Aid, CPR and other emergencies and have experience in dealing with students.

Summary

Public funds are being expended to move students to and from school over a wide area. The Board has a fiduciary duty to ensure those funds are effectively spent. If

students can be moved to and from school in a safe and efficient manner that also directly benefits the local community, shouldn't that potential be investigated?

Should there be an agreement in principal that this is an opportunity worth pursuing, there would clearly be a need for consultation with parents, students and the community.

8.0 UNFINISHED BUSINESS

8.1 General Update on transit buses

Discussion:

Mitch Lafreniere updated the Committee in regards to the overall transit system fleet. In recent weeks air bag issues occurred in both new transit busses. Unfortunately, the replacement air bags were not readily available locally and therefore delayed the installation. Additional air bags were ordered to ensure future availability.

Mitch further indicated that the City's transit busses already have over 50,000 kms each and have only been in service since the end of 2015.

8.2 Transit Financials - February – March

Discussion:

The Committee reviewed the Transit financials for the months of February and March. Chris Oslund noted the year-to-date *Maintenance Materials and Supplies* is a significant increase compared to the year-to-date budget for this line item. The increase is mostly due to the number of repairs in recent months to the older model transit buses.

8.3 Passenger counts and monthly passes – February – March

Discussion:

The Committee reviewed the passenger counts and monthly passes for the months of February and March. Chris Oslund noted an increase of 1,221 riders to date over last year for the same period (Jan to Mar) and an average increase of 12 monthly passes over last year for the same period (Jan to Mar).

8.4 Business Survey Results

Discussion:

At the February 10, 2016 Transit meeting, the Committee, suggested to increase the daily service hours to 1 additional hour in the morning and 1 additional hour in the evening. Mitch Lafreniere will follow up with Stock Transportation to discuss pricing for additional hours of service. Update to follow.

9.0 NEW BUSINESS

9.1 Transit stop at Pool & Fitness Centre

Discussion:

The Committee discussed issues relating to the transit stop at the Pool & Fitness Centre. Issues brought forward resulted in the review of the transit stop location.

Recommendation TC- 2016-006

Moved by: Councillor Danny Whalen

Be it resolved that the Temiskaming Transit Committee hereby approves the relocation of the Pool & Fitness Centre Transit stop to the corner of Cedar and Wellington effective June 1, 2016.

Carried

9.2 Scent Free Signage

Recommendation TC- 2016-007

Moved by: Mayor Tina Sartoretto

Be it resolved that the Temiskaming Transit Committee hereby approves the request of a scent free Transit System. The Committee further approves the request to display scent free signs within the Transit busses.

Carried

9.3 Award of Contract for ITS/AVL

Discussion:

In recent months Mitch Lafreniere, attended a meeting in Toronto with five other municipalities, to review the ITS/AVL tender documents. Consat Telematics have been awarded the contract. The Committee budgeted \$90,000 in capital funds to install the ITS/AVL system in 4 transit busses. The total cost is \$86,601.83. The TS/AVL system must be installed by January 1, 2017 in order to meet the AODA requirements. Over the next 4 years, the City is required to pay an annual support and maintenance fee of \$13,918.

9.4 Transit Proposal – DSBONE

Discussion:

The Committee discussed the Transit Proposal presented by DSBONE.

Chris Oslund advised that more data is required to determine the feasibility of adding Secondary School students to the transit system. Some of the data would be obtained from the School Board but he also suggested that the Board collect data on current ridership during peak operating hours (i.e. 7 a.m. to 10 a.m. and 2:30 p.m. to 5:30 p.m.).

The Transit Committee would also need to consider additional fleet costs (more buses) and operating costs.

Recommendation TC- 2016-008

Moved by: Mayor Tina Sartoretto

Be it resolved that the Temiskaming Transit Committee hereby recommends the Committee further analyze the proposal and authorizes City Staff to contact DSBONE to obtain data pertaining to current bus routes and the number of students per stop; and

Further be it resolved that the Temiskaming Transit Committee approves hiring an individual to conduct a ridership count of the current system during peak hours for a two-week period.

Carried

9.5 Transit Shelter Relocation- Rorke Avenue & Main Street

Discussion:

The Committee discussed and reviewed the request to relocate the Transit Shelter on Rorke Avenue & Main Street.

Recommendation TC- 2016-009

Moved by: Councillor Mike McArthur

Be it resolved that the Temiskaming Transit Committee hereby approves the relocation of the Rorke Avenue & Main Street Transit Shelter for safety purposes.

Carried

10.0 PUBLIC COMMENTS/COMPLAINTS

10.1 Easter Weekend Schedule

Discussion:

The Committee reviewed a concern from a local restaurant proprietor with regards to the Temiskaming Transit hours of operation during Easter Weekend, specifically the Transit not operating on Good Friday and the inability of her employees to find alternative transportation. The Committee agreed it is not feasible for the City to run the Transit system on certain Holiday's due to additional costs and a significant decrease in ridership due to many retail stores being closed.

11.0 CLOSED SESSION

- None

12.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for June 15, 2016 at 2 p.m.

13.0 ADJOURNMENT

Recommendation TC- 2016-010

Moved by: Councillor Rochelle Schwartz

Be it resolved that the Transit Committee meeting be hereby adjourned at 2:45 p.m.

Carried

Committee Chair

Recording Secretary

DRAFT



**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
ACCESSIBILITY ADVISORY COMMITTEE REGULAR MEETING**

Wednesday, April 20, 2016 – 10:30 AM

Timiskaming Health Unit

Vision Statement: All people of the City of Temiskaming Shores shall live in dignity, with independence, inclusion and equal opportunity.

Mission Statement: To ensure through education, promotion, and advocacy, that all persons with disabilities can with dignity and independence have full, equal, inclusionary participation and opportunity within the boundaries of the City of Temiskaming Shores.

AGENDA

1. CALL TO ORDER

The meeting was called to order at 10: 35 a.m.

2. ROLL CALL

MEMBERS:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Janice Labonte – Chair | <input checked="" type="checkbox"/> George Depencier | <input checked="" type="checkbox"/> Bob Hobbs |
| <input checked="" type="checkbox"/> Debbie Despres | <input checked="" type="checkbox"/> Nicki Galley | <input checked="" type="checkbox"/> Walter Humeniuk |
| <input checked="" type="checkbox"/> Carman Kidd (Mayor) | <input checked="" type="checkbox"/> Josette Cote | <input checked="" type="checkbox"/> Mike McArthur (Councillor) |

CITY STAFF:

- Christopher Oslund, City Manager
- Jennifer Pye, City Planner
- Airianna Misener, Executive Assistant
- Mitch Lafreniere, Manager of Physical assets
- Doug Walsh, Director of Public Works

OTHERS PRESENT:

- Cynthia Barty, CNIB

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Item 9.4 Stop-gap Accessible Ramp Project be moved to future meeting

4. APPROVAL OF AGENDA

Moved by: Nicki Galley
Seconded by: Josette Cote

Be it resolved that the agenda for the April 20, 2016 TSAAC meeting be approved as amended.

CARRIED

5. DISCLOSURE OF CONFLICT OF INTEREST AND GENERAL NATURE

- None

6. DELEGATION/PRESENTATION

Cynthia Barty CNIB – Presentation - Audible Pedestrian Signals (APS)

CNIB is the primary resource to provide rehabilitation support for Canadians who are blind or partially sighted. Cynthia Barty, Orientation & Mobility Specialist, reviewed the following items with regards to the Audible Pedestrian Signals:

- APS Units
- Proposed locations for additional APS units
- APS Guidelines
- Description of APS push button and pole location
- APS standards

The City is working to communicate with local business owners regarding the importance of the audible pedestrian signals and the issues that arise when snow banks are piled too close to the poles during winter months.

City staff, Mayor and Council will review options to educate the public on the importance of the APS system and how to properly operate them.

Christopher Oslund, City Manager, informed the group that the City has added APS system maintenance to their contract with Miller Maintenance and routine checks will be done on a monthly basis.

The public is encouraged to communicate any APS system issues to the City, this will allow for staff to ensure issues are addressed in a timely manner.

7. BUSINESS ARISING FROM THE MINUTES

- None

8. ADOPTION OF PREVIOUS MINUTES

Moved by: Mayor Carman Kidd

Seconded by: Josette Cote

Be it resolved that the Minutes for the February 17, 2016 TSAAC meeting be approved as printed.

CARRIED

9. UNFINISHED BUSINESS

9.1 Site-Plan Control – Ecole St. Michel - Update

Jennifer Pye, Planner, reviewed the revised site plan drawings with the Committee. The Committee discussed concerns with regards to the outdoor play area; the current site plan includes sand with gravel walkways. The Committee expressed concern that this may not meet the AODA requirements and that they would like the School Board to consider for further review; stable impact reducing, non-slip surface areas within the outdoor play area in compliance with AODA requirements.

The City's Planner will confirm with the engineers to ensure the current site plan drawings meet the AODA requirements.

Moved by: Josette Cote

Seconded by: Walter Humeniuk

Be it resolved that the Temiskaming Shores Accessibility Advisory Committee has reviewed the revised site plan drawings and highly recommends that Conseil Scolaire Catholique de District des Grandes Rivieres review alternate options for accessible surfacing surrounding the play structures.

CARRIED

9.2 Update on Forrest Willett

Debbie Despres informed the Committee that the overall feedback for the upcoming Forest Willett session has been very positive. Several local organizations such as: the OPP, VCARS, Northern College and the Temiskaming Health Unit have registered for the session. The City will promote the session on their Facebook page and Website.

9.3 Festival Franco-Fun

City staff will be participating in the upcoming Festival Franco-Fun on Thursday, April 28, 2016.

9.4 Accessibility Awareness Walk

The Committee is organizing an Accessibility Awareness Walk sometime in June. Cynthia Barty from the CNIB noted that it is a great opportunity to educate decision-makers on the day-to-day challenges for people dealing with accessibility barriers.

10. NEW BUSINESS

10.1 Transit Familiarization

Chris Oslund informed the group that the City will be hosting a transit familiarization day for seniors this Fall. The City anticipates this will encourage more seniors to utilize the City Transit.

11. SCHEDULING OF MEETINGS – Third Wednesday of every second month

Moved by: Councillor Mike McArthur
Seconded by: Nicki Galley

Be it resolved that the next regular TSAAC meeting be held on June 15, 2016 at 10:30 a.m. at the Timiskaming Health Unit.

CARRIED

12. ITEMS FOR FUTURE MEETINGS

- Stop-Gap Accessible Ramp Project

11. ADJOURNMENT

Moved by: Councillor Mike McArthur
Seconded by: Nicki Galley

Be it resolved that the Temiskaming Shores Accessibility Advisory Committee meeting be hereby adjourned at 12:00 noon.

CARRIED

Committee Chair

Recording Secretary

**EARLTON-TIMISKAMING REGIONAL AIRPORT
MUNICIPAL SERVICES BOARD (MSB)
MINUTES**

Thursday, March 17th, 2016
Council Chambers, Township of Armstrong
Earlton, Ontario

Attendance: Marc Robillard, Doug Metson, Barbara Beachey, Charlie Codd,
Ron Vottero, Robert Ethier, Pauline Archambault, Morgan Carson,
Danny Whalen, Ken Laffrenier, Harold Cameron, Sheila Randell

Guests : Carman Kidd, Darlene Wroe

Regrets : Debbie Veerman, Dominique Nackers

Absent : Bryan McNair, Sue Nielsen, James Twp. Rep.

1. Welcome - Meeting called to order

Moved by: Doug Metson

Seconded by: Charlie codd

BE IT RESOLVED THAT "the meeting of March 17th, 2016 be called to order at 7:00 p.m. by Vice-Chairman, Marc Robillard."

Carried

2. Approval of Agenda

Moved by: Charlie Codd

Seconded by: Doug Metson

BE IT RESOLVED THAT "the Agenda be approved as presented."

Carried

3. Minutes of last Meeting

Moved by: Doug Metson

Seconded by: Charlie Codd

BE IT RESOLVED THAT "the Minutes of the meeting held February 18th, 2016 be adopted as presented."

Carried

4. Errors or Omissions

There were no errors or omissions.

5. Business Arising from the Minutes

None

6. Closed Session

No closed session.

7. Committee Reports

(i) Finance Committee

Moved by: Charlie Codd

Seconded by: Doug Metson

BE IT RESOLVED THAT "the report of the Finance Committee for the month of February 2016, be adopted as presented and attached hereto, forming part of these Minutes."

Carried

(ii) Property and Maintenance Committee Report

No Report

(iii) Human Resources Committee

No Report

8. Correspondence

Moved by: Barbara Beachey

Seconded by: Danny Whalen

BE IT RESOLVED THAT "the Correspondence for February 2016 be filed."

Carried

9. Manager's Report

Moved by: Danny Whalen

Seconded by: Ron Vottero

BE IT RESOLVED THAT "the Manager's Report for the month of February 2016, be adopted as presented, and attached hereto forming part of these Minutes."

Carried

10. Chairman's Remarks/Report

No Report

11. Any Other Business:

Carman Kidd was in attendance to answer any questions regarding the "Draft Motion for Consideration" from ETRA Authority Steering Committee. Municipalities are requesting a business plan, complete with a financial report before signing on. However, this is a "catch 22", as it would be difficult to do this plan until the Authority knows how many municipalities are contributing. After much discussion, it was agreed that this motion should have been presented as a "letter of intent", and that perhaps it would be better for the municipalities to sign on for a 1-year term, allowing all assets to be signed over to the Airport Authority, and in turn, the Authority could apply for funding.

In conclusion, Carman advised he would send out an email to all municipalities asking them to put the "Motion for Consideration" on hold until more information is made available.

Carman then agreed to draft up a proposal to be sent to all municipalities and the MSB, outlining the 1-year proposal, and he is to obtain an estimate for the cost of creating the Airport Authority.

Robert Ethier gave an update in regards to the Hangar and Wabusk Air ownership of the hangar. He stated that there was a legal problem and the Township of Armstrong was being sued over the sale of the hangar.

He will be talking to the people from Wabusk in the near future and hopes to rectify the problem.

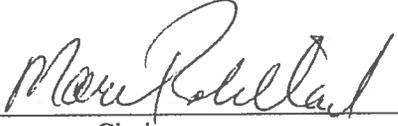
12. Adjournment

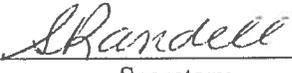
Moved by: Danny Whalen

Seconded by: Ron Vottero

BE IT RESOLVED THAT "this meeting be adjourned - 8:09 p.m.. The next meeting will be held April 21st, 2016 at 7:00 p.m. at Armstrong Council Chambers.

Carried


Chair

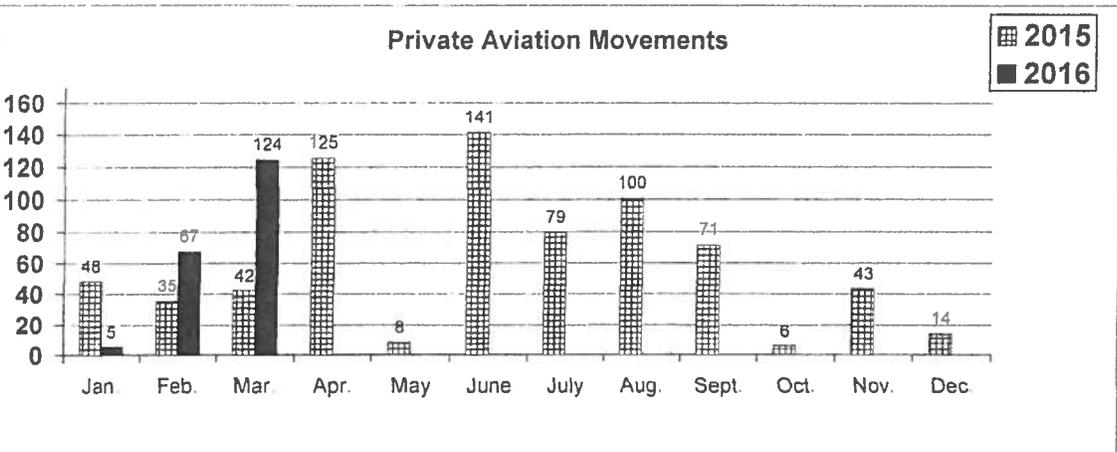
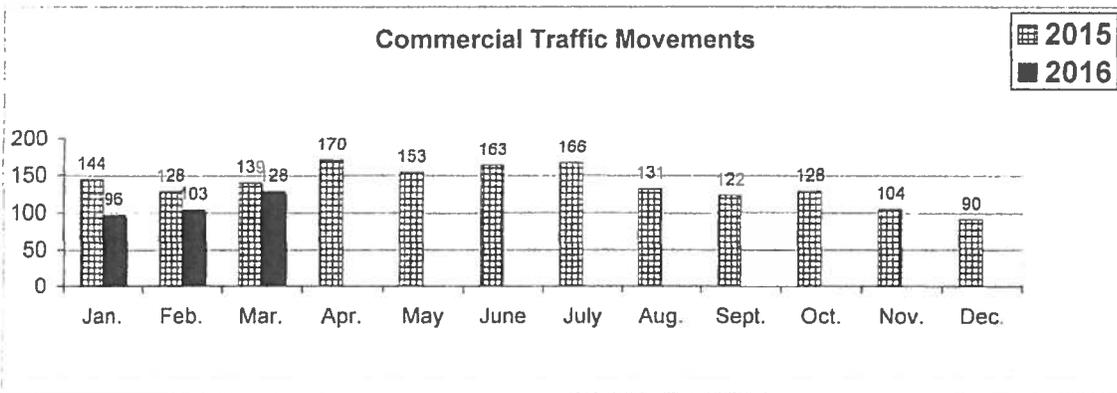
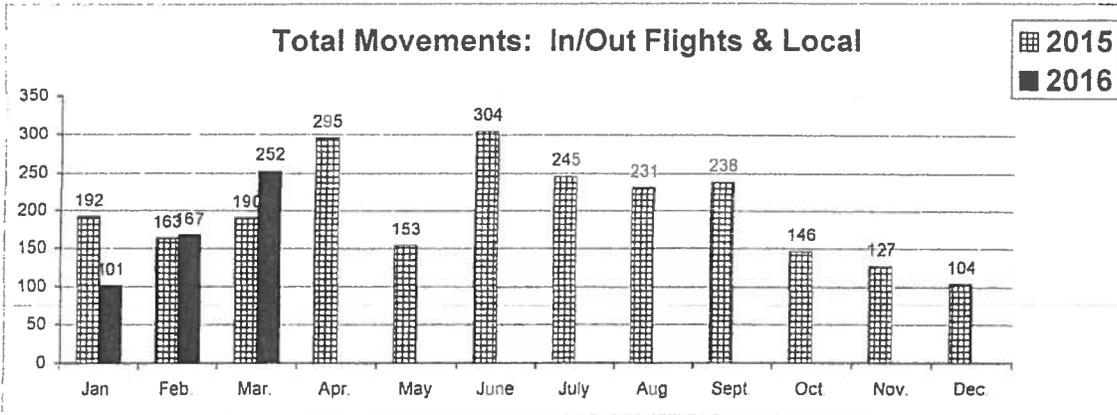

Secretary

EARLTON-TIMISKAMING REGIONAL AIRPORT MARCH 2016

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$9,534	\$15,122
Operations	\$154,214	\$166,044
	\$163,748	\$181,166
<u>EXPENSES</u>		
Fuel	\$8,964	\$8,964
Operations	\$24,122	\$70,276
Capital Expenses		
	\$33,086	\$79,240
<u>NET PROFIT/LOSS</u>		
Fuel	\$570	\$6,158
Operations	\$130,092	\$95,768
Capital Expenses		
	\$130,662	\$101,926
<u>FUEL INVENTORY - JET A1</u>	\$ 3,486	
<u>FUEL INVENTORY - AVGAS</u>	\$ 2,307	
<u>FUEL INVENTORY - DIESEL</u>	\$ 1,303	

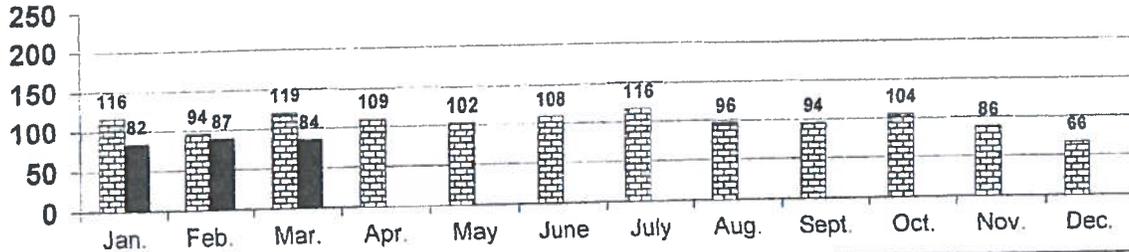
ANNUAL AIRCRAFT MOVEMENTS

AS OF MARCH 31, 2016



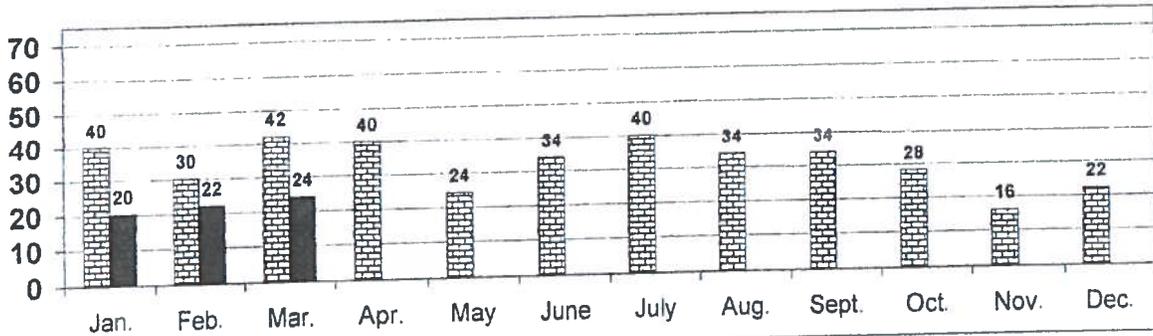
Air Carriers Movements

2015
2016



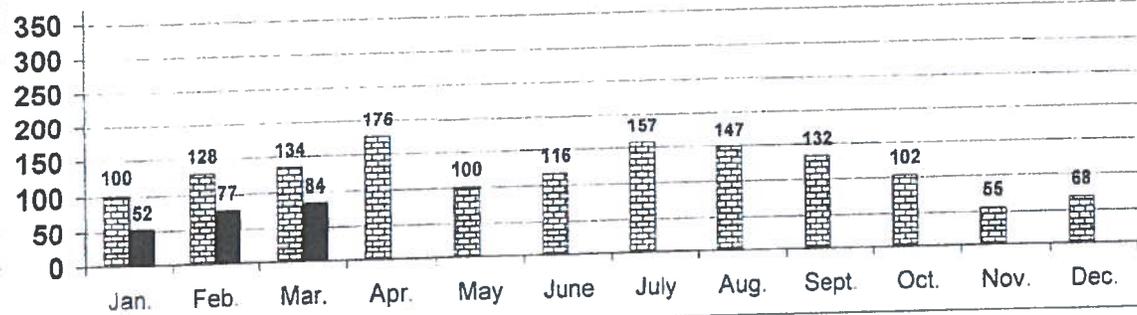
Air Ambulance Movements

2015
2016



Pgrs. via Air Charter

2015
2016



MANAGER'S REPORT MARCH 2016

Plough Blades:

We put out a request for a one-way plough blade to attach to our loader to remove snow from around the edge and threshold lights. We received two. I thank the Township of Hudson, and Terry Pedersen for their very generous donations. Both will be put to good use.

Aerial Seeding:

Always a sign of spring, the General Airspray crew landed in around the end of the month with three airplanes. They carried out an airborne seeding program to reforest cutblocks in our area.

Fuel Sales:

We played catch-up on our fuel sales in March. After a slow start to the year, March brought the highest combined sales of fuel in that month since 2004, (not including the former hangar tenant). 2272 litres of Avgas and 3881 litres of Jet A1 were sold.

Steering Committee:

The Steering Committee is working hard to prepare the Airport to become an Airport Authority. After the meeting on March 5th it was decided to modify the time lines and wording of the initial proposal to have fresh consideration of the project. An information meeting with municipal/MSB/airport users is scheduled for April 30th at 1:30 PM in the Earlton Arena small hall downstairs.

Harold Cameron
Earlton-Timiskaming Regional Airport Manager

Community Contribution Summary
2016 Sharing Contribution
Per Capita Contribution - \$7.95

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$10,057	
Casey	374	\$2,973	\$2,973.00
Chamberlain	346	\$2,751	\$1,375.50
Charlton and Dack	670	\$5,327	
Cobalt	1103	\$8,769	
Coleman	531	\$4,221	
Englehart	1546	\$12,291	
Evanturel	464	\$3,689	
Harley	526	\$4,182	\$4,182.00
Hilliard	227	\$1,805	
Hudson	457	\$3,633	\$3,633.00
James	474	\$3,768	
Temiskaming Shores	10125	\$80,494	
Thornloe	110	\$875	
Total Contributions	18218	\$144,833	\$12,163.50

Donation

Kerns	349	\$2,775	
Total Contributions		\$147,608	\$12,164

As of April 19, 2016

Memo

To: Mayor and Council
From: Douglas Walsh, Director – Public Works
Date: May 3, 2016
Subject: Easement Agreement with ARIO for STATO Trail Construction
Attachments: **Appendix 01 - Draft Agreement**

Mayor and Council:

In a continuing effort to extend the STATO Trail to connect all of the communities within the City of Temiskaming Shores, plans have been developed to continue the work from Hessle Street northwards which requires permission to traverse privately owned property.

Staff initiated discussions with the Agricultural Research Institute of Ontario (ARIO) for access through the portion of property bounded by Hessle Street and Armstrong Street adjacent to the Conseil Scolaire Public du Nord-Est de L'Ontario at 39 Hessle Avenue, which has previously been used as an Arboretum and a "short-cut" by pedestrians to travel to Temiskaming Square and the commercial strip. ARIO were receptive to the proposed use and forwarded the request to their legal representatives.

At this time, ARIO is prepared to provide access across the property for the purpose of constructing and maintaining the "sidewalk" or active trail, based on the terms and conditions outlined in **Appendix 01** attached to this Memo. The terms and conditions are similar to those that the City has entered into or provided to others for use of public property in the past.

The intent is to complete a 2.5 metre wide paved trail from the Hessle Street intersection following an existing pathway that bisects the property and follows the north limit of the area to a location adjacent Armstrong Street. The existing lighting that is located in this area will be inspected as it has not been functional for a number of years and depending on the condition and amount of repairs required, may be reused to provide a lighted route through the area.

By entering into the Agreement the City will be required to maintain liability insurance, naming the ARIO as a co-insured, indemnify and hold harmless ARIO and the Province and be responsible for all costs associated with the construction, maintenance and repairs of the Trail.

It is recommended that Council direct staff to prepare the necessary By-law to enter into the Agreement with ARIO for the purpose of constructing and maintaining the STATO Trail across the property identified in the attached Agreement.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager

Corporation of the City of Temiskaming Shores

By-law No. 2016-000

**Appendix 01
009-2016-PW
May 3, 2016**

**Being a by-law to enter into an Easement Agreement
with the Agricultural Research Institute of Ontario for the
construction/extension of the STATO Trail across lands
described as Parcel 14502 SST, Part of Lot 9 Concession
2 in the Township of Dymond**

Whereas under Section 8 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 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

And whereas Council considered Memo No. 009-2016-PW at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Easement Agreement with the Agricultural Research Institute of Ontario for the construction/extension of the STATO Trail for consideration at the May 3, 2016 Regular Council meeting.

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

1. That the Mayor and Clerk are hereby authorized to enter into an Easement Agreement with the Agricultural Research Institute of Ontario (ARIO) for the construction/extension of the STATO Trail across lands described as Parcel 14502 SST, Part of Lot 9, Concession 2, 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 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

This Agreement made in triplicate and effective on the 1st of April, 2016

Agreement by AGRICULTURAL RESEARCH INSTITUTE OF ONTARIO,
a body corporate continued under the Agricultural Research Institute of Ontario Act,
R.S.O. 1990, c. A.13

(herein called "ARIO")

and

City of Temiskaming Shores
(herein called the "City")

1. ARIO is the owner of lands and is in possession of the lands indicated in Schedule "A" and described as Parcel 14502 Section SST, Part of Lot 9, Concession 2, Part 10 TER283, except Part 1, Plan 54R3074, and possesses a right of way over Part 1, Plan 54R3074; PIN 61341-0714(LT) in the Township of Dymond, City of Temiskaming Shores.
2. For greater clarity, the City wishes to construct a sidewalk (herein called the "Sidewalk") on the Property indicated by the cross-hatching in Schedule "A".
3. ARIO hereby grants the City, its successors and assigns, permission to construct and maintain the Sidewalk on the Property.
4. The City shall be responsible for constructing and maintaining the Sidewalk at its own expense.
5. Upon termination of this Agreement, it is the responsibility of the City to return the Property to the condition it was prior to the construction of the Sidewalk unless the Parties agree otherwise in writing.
6. The City shall have sole liability and maintain any insurance necessary or arising from access or use of the Property by the public or any other entity or individual including the City, its agents and employees. ARIO shall be named as co-insured on any such insurance. The City shall provide ARIO with certificates of insurance, or other proof as may be requested by ARIO that confirms the insurance coverage.
7. The City consents and agrees that it has sole responsibility for the construction and maintenance of the Sidewalk. The City shall maintain the fence indicated by Schedule "A" to separate the Property from adjacent ARIO lands and maintain appropriate lighting and signage on the Property indicating adjacent ARIO lands are not for public access and that trespassing on adjacent ARIO lands is not permitted.
8. a) ARIO covenants and agrees not to erect any buildings, structures, or other obstructions of any nature whatever, or pile materials of any kind, which may interfere with the safe and efficient use of the Property.

b) The City, its successors and assigns, agree to not damage directly or indirectly any adjacent lands or structures on such lands, including any damage to the environment. Should such damage occur, the City shall be solely responsible for all necessary repair and remediation costs.

c) The City, its successors and assigns, also agree to not erect any buildings, structures or other obstructions of any nature whatever, or pile materials of any kind, which may interfere with the safe and efficient operation and maintenance and use of the adjacent lands.

9. a) In consideration of the rights granted herein by ARIO to the City, its successors and assigns, shall indemnify and hold harmless ARIO, Her Majesty the Queen in Right of Ontario and their agents, directors, employees and volunteers from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with any use of the Sidewalk or surrounding Property, including the City and its successors and assigns and their agents, customers, service providers, employees, and contractors and any other party's use or access of the Sidewalk or surrounding Property.

b) All modifications or addition of any fixtures to the Property other than the activities necessary to construct the Sidewalk and to maintain the Sidewalk, fence and Property require prior written consent of ARIO.

c) The City, its successors and assigns shall be responsible for any and all costs of any modification, maintenance or repairs to the Sidewalk and surrounding Property as required.

10. All covenants herein contained shall be construed to be several as well as joint, and wherever the singular and the masculine are used in this Agreement unless otherwise stated, the same shall be construed as meaning the plural or the feminine or neuter where the context requires.

11. This Agreement replaces all other agreements whether verbal or written between the Parties with regard to the Property.

IN WITNESS WHEREOF the Parties have executed this Agreement.

AGRICULTURAL RESEARCH INSTITUTE OF ONTARIO,
a body corporate continued under the Agricultural Research Institute of Ontario
Act, R.S.O. 1990, c. A.13

Date

Name: Christine Primeau
Title: Director of Research

THE CITY OF TEMISKAMING SHORES

Date

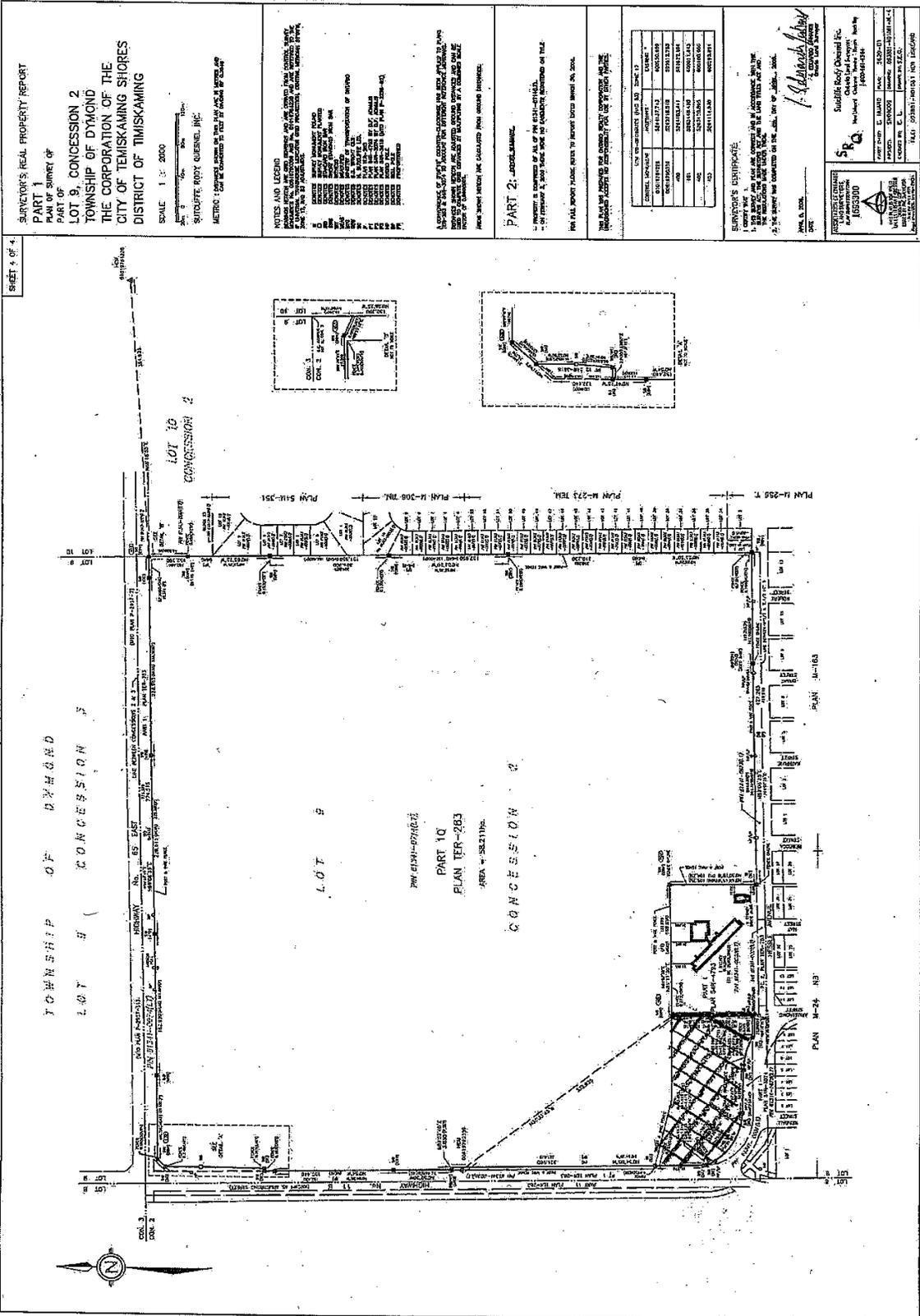
Name: Carman Kidd
Title: Mayor

Date

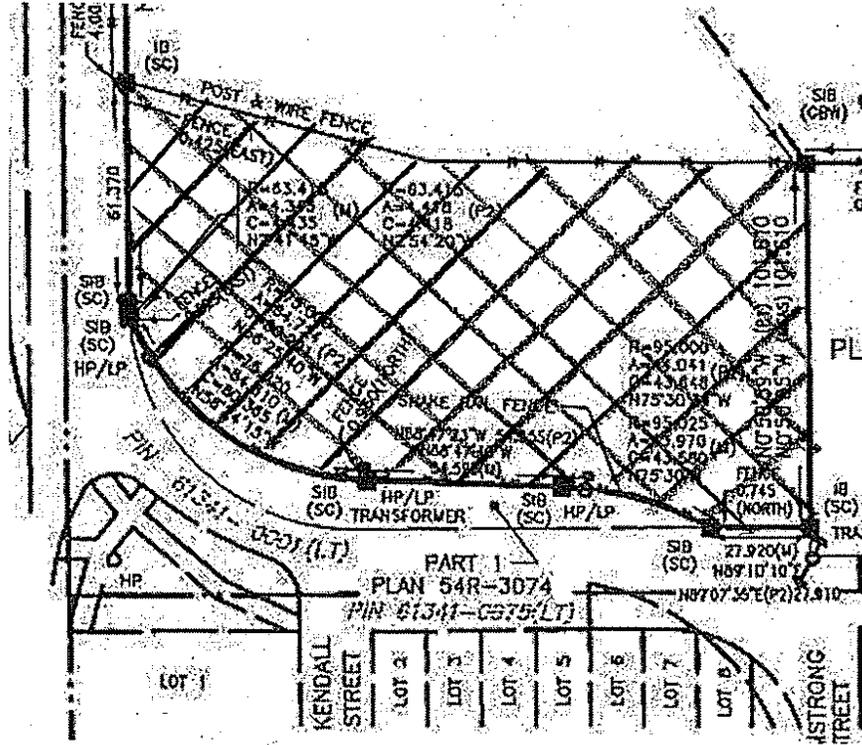
Name: David B. Treen
Title: City Clerk

We have authority to bind the City

Schedule "A"



Expanded View:



Memo

To: Mayor and Council
From: Steve Burnett, Technical and Environmental Compliance Coordinator
Date: May 3, 2016
Subject: Contract Change Order – Emergency Water Distribution System Linking – Contract Administration
Attachments: **Appendix 01** – Exp - Contract Change Order

Mayor and Council:

On July 7, 2016 Council approved entering into an agreement with Exp Services Inc., through By-law No. 2015-147, for Contract Administration and Construction Supervision Services associated with the water distribution linking of the New Liskeard and Dymond systems.

Through consultation with staff and Exp it was mutually agreed that a portion of the Contract Administration and Construction Supervision Services could be performed by the City's Engineering Technician Intern as some of the goals and scope for the Intern position revolve around collection, verification and maintenance of all pertinent information/data related to municipal infrastructure.

The work performed by the Engineering Technician Intern resulted in a reduction of the contract with Exp by \$ 7,751.24 as outlined in **Appendix 01** – Exp – Contract Change Order.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
“Original signed by”	“Original signed by”	“Original signed by”
_____ Steve Burnett Technical and Environmental Compliance Coordinator	_____ G. Douglas Walsh Director of Public Works	_____ Christopher W. Oslund City Manager

Contract Change Order

Project Title: Emergency Water Distribution System Linking – Phase 1	Change Order No.:	001
Contractor/Consultant: EXP Services	Contract Value:	\$ 100,000.00
Project No.: NWL-01401014	CO Value:	- \$ 7,751.24
Date: May 3, 2016	Current Contract Value:	\$92,248.76

Project Description

The City entered into an agreement with Exp Services Inc. through By-law No. 2015-147 for engineering services relating to Contract Administration and Supervision of the Emergency Water Distribution System Linking of the New Liskeard and Dymond Water Systems.

Description of Contract Change Order

The Engineering Technician Intern for the City assisted with Contract Administration and Supervision estimated at 155 hours resulting in a savings of \$7,751.24.

Attachments

Contract Change Order from EXP dated April 25th, 2016 outlining further details to the Change Order work.

Respectfully received by:

Reviewed and recommended for approval by:

 Steve Burnett
 Technical and Environmental
 Compliance Coordinator

 G. Douglas Walsh, CET
 Director of Public Works



CONTRACT CHANGE ORDER (CCO)

Consultant:	exp Services Inc. 9 Wellington Street, PO Box 1208 New Liskeard, ON P0J 1P0 CANADA	Date	07 January 2016
		Exp. Project #	NWL-0151025-00
		Change Order #	001
Client:	Corporation of the City of Temiskaming Shores 325 Farr Drive, Haileybury, ON P0J 1K0 Ph:705-672-3363 Fx:705-672-3200 sburnett@temiskamingshores.ca	Client Project #	N/A
Project Name and Location	Emergency Water Distribution System Linking Phase 1		

In accordance with the original Agreement dated June 2015 and Change orders thereto, the Agreement changes as detailed below are hereby authorized.

Description of Work and/or Scope

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

Scope of Work

Corporation of the City of Temiskaming Shores has provided their own person to perform the Contract Administration and the Construction Supervision Services from October 18 to December 26, 2015.

Assumptions

N/A

Exclusions

N/A

Costs

Total budget reduction of this Project Change Order is (\$7,751.24) Estimated reduction in hours for this Contract Change Order are 155. Breakdown of costs and hours are attached.

Schedule

The effect on schedule for this change is 0 days.



Total Value This Change Order 001	\$ (7,751.24)
Original Agreement Amount	100,000.00
Total Agreement Amount	\$ 92,248.76

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

Exp Services Inc.

Corporation of the City of Temiskaming Shores

Per: 
Name: Nolan Dombroski
Title: Project Manager
Date Signed: April 25/16

Per: _____
Name: Steve Burnett
Title: Technical and Environmental
Compliance Coordinator
Date Signed: _____

Attachments:

- E-Mail of January 5 regarding Jeremie Latour – Interim Hours



Louise Chapman

From: Nolan Dombroski
Sent: Tuesday, January 05, 2016 1:21 PM
To: Louise Chapman
Subject: FW: Jeremie Latour Intern Hours
Attachments: Intern Work Claim - EXP.xlsx

Importance: High

Louise,

Could you prepare a contract change order reducing our budget by the amount in the attached spread sheet.

The job number is NWL-01501025.

Thanks,

Nolan Dombroski, P. Eng. | exp
exp Services Inc.
t: +1.705.647.4311 x 237 | e: nolan.dombroski@exp.com
9 Wellington St.. Box 1208
New Liskeard, ON P0J 1P0
CANADA

[exp.com](#) | [legal disclaimer](#)

keep it green, read from the screen

From: Steve Burnett [<mailto:sburnett@temiskamingshores.ca>]
Sent: Tuesday, January 05, 2016 1:14 PM
To: Nolan Dombroski
Subject: FW: Jeremie Latour Intern Hours
Importance: High

Nolan,

See attached and e-mail below.

Steve Burnett
Technical and Environmental
Compliance Coordinator

CITY OF TEMISKAMING SHORES
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0
P: 705-672-3363 E. 4132
F: 705-672-2911
W: temiskamingshores.ca

The contents of this communication, including any attachment(s), are confidential and may be privileged. If you are not the intended recipient please notify the sender and delete this communication. Thank you.

From: Laura Lee MacLeod
Sent: January-05-16 10:15 AM
To: Steve Burnett
Subject: Jeremie Latour Intern Hours
Importance: High

Steve, please find attached the spreadsheet identifying the hours that Jeremie worked for exp Services Inc. on the Linking Project on behalf of the City in 2015.

As per our meeting with Nolan in December, a change work order will be issued on the engineering agreement to reduce the amount of the contract for the work done by Jeremie the cost of which is identified in the attached spreadsheet.

Please forward to Nolan so the change work order can be processed.

Thanks.

Laura-Lee MacLeod
Treasurer
City of Temiskaming Shores
325 Farr Drive
P.O. Box 2050
Haileybury ON P0J 1K0
(705) 672-3363 ext.4121
(705) 672-3200 (fax)

Jeremie Latour - Intern
Hours worked for exp Services Inc.

Pay Period:	Pay Date:	Wages	EI	CPP	EHT	WSIB	Total
Oct 18 - Oct 31/15	Nov 6th	1,480.00	38.96	78.23	28.86	42.63	1,668.67
Nov 1 - Nov 14/15	Nov 20th	1,480.00	38.96	79.23	28.86	42.63	1,669.67
Nov 15 - Nov 28/15	Nov 28/15	1,620.00	42.64	73.77	31.59	46.66	1,814.66
Nov 29 - Dec 12/15	Dec 18/15	1,600.00	42.11	72.78	31.20	46.08	1,792.17
Dec 13 - Dec 26/15	Dec 31/15	720.00	18.95	32.34	14.04	20.74	806.06
		<u>6,900.00</u>	<u>181.62</u>	<u>336.35</u>	<u>134.55</u>	<u>198.73</u>	<u>7,751.24</u>

Subject: LED Lighting Upgrades - City Hall

Report No.: PW-022-2016
Agenda Date: May 3, 2016

Attachments

Appendix 01: Opening 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-022-2016;
2. That Council approves the purchase of the LED Bulbs, as detailed in Request for Quotation PW-RFQ-002-2016, to Nedco at a unit cost of \$16.25 per LED bulb, plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 3, 2016, Regular Council meeting.

Background

In conjunction with the recently developed Municipal Energy Plan staff has reviewed various opportunities to reduce energy costs through more energy efficient equipment and methods of operation within our facilities. During the 2016 Budget deliberations, Council approved the installation of LED lighting upgrades, within City Hall, at an estimated cost of \$20,000.

In order to obtain competitive pricing Request for Quotation PW-RFQ-002-2016 was prepared and distributed to known suppliers as well as advertised in the City's Bulletin and on the Web Site.

Included in the Request for supply and delivery was;

- LED Tube model # LED15T8/L48/F/850/SUB for a quantity of 411 tubes

These materials are to be installed by city staff and where required, a certified electrician will be hired to install the required ballasts.

Analysis

Five (5) submissions were received in response to the Request for Quotation prior to the closing date of April 19, 2016 at 2:00 p.m.

Document Title: **PW-RFQ-002-01-2016**

Opening Date: **April 19, 2016**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **Supply and Delivery of LED bulbs**

Form of Proposal

Bidder: **NEDCO**

LED Tubes (411):	6,678.75
HST:	868.24
Total:	7,546.99

Bidder: **ROBERTSON ELECTRICAL**

LED Tubes (411):	7,603.50
HST:	988.45
Total:	8,591.95

Bidder: **BREANT'S DISCOUNT WAREHOUSE**

LED Tubes (411):	8,302.20
HST:	1,079.29
Total:	9,381.49

LED Tubes (411):	
HST:	
Total:	

Bidder: **STAPLES**

LED Tubes (411):	13,805.49
HST:	1,794.71
Total:	15,600.20

Bidder:

LED Tubes (411):	
HST:	
Total:	

Bidder: **TORONTO LED**

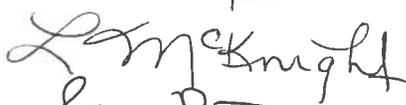
LED Tubes (411):	4,521.00
HST:	587.73
Total:	5,108.73

Bidder:

LED Tubes (411):	
HST:	
Total:	

Comment : Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

<u>Print Name</u>	<u>Representing</u>	<u>Signature</u>
DAVE GREEN	T. SHORES	
LINDA MCKNIGHT	C of TS	
Steve Burnett	C of TS	
Mitch Lafreniere	C. of T.S.	
GARY WADGE	OCWA	
Michael Beckett		
Dale Columbus	Xylon	
DAVE WASSA	T/SHORES	

The Corporation of the City of Temiskaming Shores

By-law No. 2016-000

Being a by-law to enter into an agreement with
Nedco for the Supply and Delivery of LED Bulbs
for City Hall

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-022-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Nedco for the Supply and Delivery of LED Bulbs for consideration at the May 3rd, 2016 Regular meeting of Council;

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 Nedco for the Supply and Delivery of LED Bulbs at a unit price of \$16,25 per LED Bulb plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2016-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Nedco

for the Supply and Delivery of LED Bulbs

This agreement made in duplicate this 3rd day of May 2016.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Nedco

(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 Delivery of LED Bulbs
PW-RFQ-002-01-2016**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01, forming part of this agreement;
- c) Complete, as certified by the City, all the work by **June 1st, 2016.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit price of Sixteen Dollars and Twenty-Five (\$16.25) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by 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:

The Owner:

Nedco Kirkland Lake
11 George St.
Kirkland Lake, Ontario
P2N 3G7

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

Attn.: Richard Callin

Attn.: Mitch Lafreniere

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

Signed and Sealed in)
the presence of)

Nedco

Contractor's Seal)
(if applicable))

Sales Manager- Richard Callin

Witness
Print Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2016-000

Form of Agreement



QUOTATION

Rexel Reference Number 8784928

NEDCO KIRKLAND LAKE
11 GEORGE ST.
KIRKLAND LAKE, ON P2N 3G7
TEL: 705-567-2375 FAX: 705-567-2727

Submitted to: THE CITY OF TEMISKAMING SHORES
 325 FARR DR.
 HAILEYBURY
 P0J 1K0

Fax: (000)000-0000
Email: andrew.burdick@nedco.ca

Customer Ref.:

Ship to: THE CITY OF TEMISKAMING SHORES
 325 FARR DR.
 HAILEYBURY
 P0J 1K0

Quote valid until: 18 MAY 16
Payment Terms: NET 30 DAYS
Freight Terms: FOB SP PPD
Ship Via: BEST METHOD
Quoted By: ANDREW BURDICK

Ship to No.: 4614

Special Instructions

This document is subject to our standard terms and conditions available upon request or at our website www.nedco.ca

Quantity	Product Code/Description	U/M	Net Price	Extended Price
411	SYELED15T8L48850SUB (001) LED15T8L48/850/SUB 4FT T8 LED SUB 50K NAED 75184	EA	16.25	6678.75
	For 24 hour pricing please visit our website: www.nedco.ca			
	TOTAL Before Taxes			6678.75
	Taxes Extra			

Organization:

Please provide the following information concerning your organization.

Type of Entity:

(Corporation) NEDCO, DIV. OF REXEL CANADA ELECTRICAL INC

(Partnership) _____

(Individual) _____

(Other) _____

Name of Principal, Owners or Partner: _____

Years of Service: _____

Name & Position with Organization: _____

Number of years this organization has been in business: 104

Have members of this organization operated under former names/businesses?

Yes ___ No

If "yes," list name, type of entity and names of principal, owners or partners.

Respondent Information Form

RESPONDENTS must complete this form and include with the Proposal Submission
Please ensure all information is legible.

1.	Respondent's Main Contact Individual	RICHARD CALLIN
2.	Address	11 GEORGE ST KIRKLAND LAKE, ONT
3.	Office Phone #	705-567-2375
4.	Toll Free #	888-829-3426
5.	Cellular #	705-568-7637
6.	Pager #	NIL
7.	Fax #	705-567-2727
8.	e-mail address	RICK. CALLIN @ NEDCO. CA
9.	Website	NEDCO. CA
10.	Tax Account #	NIL
11.	Manufacturer ISO Certified?	<u>YES</u> NO

Acknowledgement To Receipt Of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

<u>ADDENDUM #</u>	<u>DATE RECEIVED</u>
# _____	_____
# _____	_____
# _____	_____

Check here if NO Addenda received.

RICHARD CALLIN
RESPONDENT

[Signature]
SIGNATURE

APRIL 18 2016
DATE

To the City of Temiskaming Shores, hereafter called the "Owner ":

I/WE Richard Callin the undersigned declare:

1. THAT I/WE have carefully examined the locality and site of the proposed Works, as well as all the Contract Document, (Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Owner, by and on behalf of the Municipality and hereby acknowledge the same to be part and parcel of any Contract to be let for the Work therein described or defined.
2. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Bid or in the Contract proposed to be taken.
3. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
4. I/WE represent that no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, Work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
5. THAT the several matters stated in the said Bid are in all respects true accurate and complete.
6. THAT I/WE do hereby Bid and offer to enter into a Contract to do all the Work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
7. THAT additions or alterations to or deductions from the said contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
8. THAT this Bid is irrevocable and open to acceptance until the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
9. THAT if I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, whichever event first occurs, the amount of the Bid deposit accompanying this Bid shall be forfeited to the Owner.
10. THAT the Awarding of the Contract by the Owner is based on this submission, which shall be an acceptance of this Bid.
11. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of Award. If I/WE fail to do so, the Owner may retain the money deposited by us, to the use of the Owner and to accept the next lowest or any Bid or to advertise for new Bids, or to carry out completion of the Works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Bids, and shall indemnify and save harmless the

Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

- 12. THAT IWE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.
- 13. THAT IWE propose to engage the sub-contractors and obtain materials and equipment from the Bidders and manufacturers listed in the schedules on the following pages headed "Schedule of Sub-contractors" and "Schedule of Bidders and Manufacturers" (unless all sub-contractors, Bidders and manufacturers are legibly and properly named, the Bid may be declared informal).
- 14. IWE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid document.
- 15. IWE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.

16. THE TOTAL BID PRICE (EXCLUDING APPLICABLE TAXES):

_____ DOLLARS(\$ 6678.75)
in lawful money of Canada.

- 17. The Bidder hereby accepts and agrees that the Addendum/Addenda referred to in these bid documents form part and parcel of the said contract. All Addendum/Addenda should be issued to the Contractor before twenty-four (24) hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by the Owner or Owner's Representative. Please check with the owner via e-mail mlafreniere@temiskamingshore.ca prior to submitting your bid submission for the number of addendum's released

The undersigned affirms that he/she is duly authorized to execute this Bid.

BIDDER'S SIGNATURE AND SEAL: RL Cell
(I have authority to bind the company)

POSITION: SALES MANAGER

WITNESS: Andy Budnik
(If not under seal)

POSITION: BRANCH MANAGER

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE KIRKLAND LAKE
(City/Town)

THIS 18TH DAY OF APRIL 2016

Items and Unit Prices

The Bid amount shall include all costs incurred, excluding HST.

SCHEDULE OF ITEMS AND PRICES

ITEM	LOCATION	Quantity	Unit Price	Total
1	LED Tubes LED 15T8L48850 SUB	411	16.25	6678.75
Sub-Total:				
HST:				868.24
Total Quotation Price:				7546.99

Amount of business days required to deliver once awarded: 7 WORKING DAYS

Note: owner reserves the right, at its sole discretion to accept or refuse any of the above unit pricing without affecting other unit prices.

City of Temiskaming Shores
PW-RFQ-002-1-2016
Supply and Deliver of LED bulbs

Non Collusion Affidavit

I/ We RICHARD CALLON the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed



Company Name

NEDCO

Title

SALES MANAGER



PW-RFQ-002-1-2016

City of Temiskaming Shores
PW-RFQ-002-1-2016
Supply and Deliver of LED bulbs

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 KIRIKLAND LAKE this 18 day of APRIL, 2016.

FIRM NAME: NEOCO

BIDDER'S AUTHORIZED OFFICIAL: RICHARD CALLIN

TITLE: SALES MANAGER

SIGNATURE:

Subject: Timiskaming Transit - Automatic
Announcement System

Report No.: PW-023-2016
Agenda Date: May 3, 2016

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-023-2016;
2. That Council approves the purchase of an automated announcement system for the Temiskaming Transit buses, as detailed in Request for Proposal RFP-2015-TPI-019, to Consat Telematics at a cost of \$85,104 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 3, 2016 Regular Council meeting.

Background

In June of 2014, the Temiskaming Transit Committee, engaged the Transit Procurement Initiative (TPI) for a joint procurement with several other transit agencies in Ontario. This purchase was for an Intelligent Transportation System (ITS). Transit ITS, involves combining on-board computing power, real-time location capability and real-time wireless communications. This is mandated by the Ontario Government to meet the AODA requirements that come into effect on January 1, 2017. Since June of 2014, staff has been working with 5 other municipalities and TPI on this joint procurement plan to ensure that the system purchased will meet the Temiskaming Transit's requirements for an automated announcement system.

Analysis

Several submissions were received in response to the Request for Proposals prior to the closing date of February 18, 2016 at 3:00 pm. It is important to note that Metrolinx Procurement Services received the submissions and reviewed them to ensure they met the mandatory requirements. Once they were reviewed, a recommendation was made to the group of 6 municipalities involved to proceed with the award to Consat Telematics. The representatives from the 6 municipalities unanimously agreed.

This report was presented to and discussed at the Transit Committee meeting held on April 13th 2016, and received support for presentation to Council at the May 3rd, 2016 Regular Council meeting.

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

A total of \$90,000 was budgeted in General Capital for this project. The cost of the system for all buses involved is a total of \$86,601.83 (including non-refundable HST and licensing).

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Physical
Assets

Christopher W. Oslund
City Manager

Subject: Tender Award – Supply, Mix and Stockpile Winter Sand

Report No.: PW-024- 2016
Agenda Date: May 3, 2016

Attachments

- Appendix 01:** 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-024-2016;
2. That as outlined in Section 3.5 of the City’s Purchasing Policy, Council approves the award of the 2016 Supply, Mix and Stockpile of Winter Sand contract to *A. Miron Topsoil Ltd.* at a unit price of \$7.44 per tonne plus HST; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 3, 2016 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply, mixing and stockpiling of winter sand at various locations within the City of Temiskaming Shores.

The work generally consists of supplying sand in desired quantities, to the specified locations as and where directed, and mixed with salt at a rate of 4% when stored inside and 5% when stored outside. Bulk road salt is provided by the City. The Contractor is then expected to stockpile the mixed sand where designated by the City.

The Tender documents were prepared and Tender PWO-RFT-005-2016 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on April 19, 2016.

Analysis

Several tender documents were distributed and two (2) tenders were received by the closing date.

Bidder	Unit Cost	Amount	HST	Total
Miller Paving Limited	\$7.59	\$83,490.00	\$10,853.70	\$94,343.70
A. Miron Topsoil Ltd.	\$7.44	\$81,840.00	\$10,639.20	\$92,479.20

Miron Topsoil has successfully completed similar projects for Temiskaming Shores and throughout Ontario and has demonstrated the ability to complete this work as intended.

The tender was analysed for errors and/or omissions and was found to be correct and complete. The tendering process was in keeping with the City's Purchasing Policy (By-law No.2009-012, as amended).

The tendered amount for the intended work is considered to be reasonable and within the approved and allotted budget for winter maintenance.

This report was presented for discussion at the April 28th, 2016 Public Works Committee Meeting.

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

Council approved \$95,000 in the 2016 Budget for Winter Sand. Based on estimated volumes, the contract value (inclusive of non-refundable HST) comes to \$84,960 which is within the approved budget.

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: **PW-RFT-005-2016**

Opening Date: **April 19, 2016**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **Supply, Mix and Stockpile Winter Sand**

Form of Proposal

Bidder: **A. MIRON TOPSOIL LTD**

Dym yard (1,000 tonne):	7,440
N.L. yard (5,000 tonne):	37,200
Hlby yard (5,000 tonne):	37,200
Sub-Total:	81,840
HST:	10,639.20
Total:	92,479.20

Bidder:

Dym Yard (1,000 tonne):	
N.L. yard (5,000 tonne):	
Hlby yard (5,000):	
Sub-Total:	
HST:	
Total:	

Bidder: **MILLER PAVING LTD**

Dym yard (1,000 tonne):	7,590
N.L. yard (5,000 tonne):	37,950
Hlby yard (5,000 tonne):	37,950
Sub-Total:	83,490
HST:	10,853.70
Total:	94,343.70

Bidder:

Dym Yard (1,000 tonne):	
N.L. yard (5,000 tonne):	
Hlby yard (5,000):	
Sub-Total:	
HST:	
Total:	

Bidder:

Dym yard (1,000 tonne):	
N.L. yard (5,000 tonne):	
Hlby yard (5,000 tonne):	
Sub-Total:	
HST:	
Total:	

Bidder:

Dym Yard (1,000 tonne):	
N.L. yard (5,000 tonne):	
Hlby yard (5,000):	
Sub-Total:	
HST:	
Total:	

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

DAVE TREEN
In Attendance:

C of T.S.

C of T.S.

Representing

C of T.S.

Miron Topsoil

Caldwells

C. of T.S.

OCWA

Xylem

T. K. ...

[Signature]

Signature

[Signatures]
Linda McKnight
Josee Ames
Karianne St George
Amy Waegel
Michael Pelmar
Dale Columbus

[Signatures]
Steve Barnett
Linda McKnight
Josee Ames
Karianne St George
Amy Waegel
Michael Pelmar
Dale Columbus

The Corporation of the City of Temiskaming Shores
By-law No. 2016-000

Being a by-law to enter into an agreement with A.
Miron Topsoil Ltd. for the Supply, Mixing and
Stockpiling of Winter Sand 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-024-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with A. Miron Topsoil Ltd. for the Supply, Mixing and Stockpiling of Winter Sand for consideration at the May 3rd, 2016 Regular meeting of Council;

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 A. Miron Topsoil Ltd. for the Supply, Mixing and Stockpiling of Winter Sand at the unit price of \$7.44 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2016-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

A. Miron Topsoil Ltd.

for the Supply, Mixing and Stockpiling of Winter Sand

This agreement made in duplicate this 3rd day of May 2016.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

A. Miron Topsoil Ltd.

(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply, Mix and Stockpile Winter Sand
Tender No. PWO-RFT-005-2016**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01, forming part of this agreement;
- c) Complete, as certified by the Engineer, all the work by **September 30th, 2016.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit price of Seven Dollars and Forty-Four Cents (\$7.44) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by 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:

A. Miron Topsoil Ltd.
883265 Hwy 65 East
P.O. Box 1377
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

The Director of Public Works
City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of this page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)
(if applicable))

Municipal Seal)

A. Miron Topsoil Ltd.

Signing Authority

Name: _____

Title: _____

Witness

Print Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2016-000

Form of Agreement



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

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE 2016 – 2017	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1,000	7 ⁴⁴	\$ 7,440 ⁰⁰
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	7 ⁴⁴	\$ 37,200 ⁰⁰
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	5,000	7 ⁴⁴	\$ 37,200 ⁰⁰
			SUB TOTAL	81,840 ⁰⁰
			H.S.T.	10,639 ²⁰
			TOTAL	92,479 ²⁰

Page 1 of 6 to be submitted



I/We A. MIRON TOPSOIL Ltd. offer to supply the requirements stated within.
the corresponding total cost of \$ 92,479²⁰ Tax included.

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

I/We will deliver the required material / equipment after September 1st and prior to October 1st 2016.

The specifications have been read over and agreed to this 19th day of April 2016

Company Name <u>A. MIRON TOPSOIL Ltd.</u>	Contact name (please print) <u>AURELE MIRON</u>
Mailing Address <u>PO Box 1377 New Liskeard Ontario</u>	Title <u>President</u>
Postal Code <u>P0J 1P0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705 647 5823</u>	Fax <u>705 647 9322</u>
Cell Phone if possible	Email <u>info@mirantopsoil.com</u>



City of Temiskaming Shores

PWO-RFT-005-2016

Supply, Mix and Stockpile Winter Sand

Non Collusion Affidavit

I/ We A. MIRON TOPSOIL Ltd. the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

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

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

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

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

Dated at Temiskaming Shores this 19 day of April, 2016

Signed 
Company Name A. MIRON TOPSOIL Ltd.
Title President



City of Temiskaming Shores
PWO-RFT-005-2016
Supply, Mix and Stockpile Winter Sand

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 Temiskaming Shores this 19 day of April, 2016.

Firm Name A. MIRON TOPSOIL Ltd.

Bidder's Authorization Official Aurele Miron

Title President

Signature

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-005-2016
Supply, Mix and Stockpile Winter Sand**

SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS

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

Name	Address	WSIB Certificate Number (copy attached)

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

Signed by Company Official

Aurele Miron

Printed



Signed

Page 5 of 6 to be submitted



Schedule B

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name A. MIRON TOPSOIL Ltd. Company Name

Phone Number 7056475823 Address 883265 Hwy 65 East
New Lisbeard.

I, Aurele Miron, 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 19/16

Subject: Tender Award – Granular M

Report No.: PW-025-2016
Agenda Date: May 3, 2016

Attachments

Appendix 01: 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-025-2016;
2. That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the Crushing and Stockpiling of Granular "M" in the Contractors Pit location contract to *Alvin Caldwell Sand & Gravel Ltd.* at a unit price of \$6.45 per tonne plus HST; and
3. That Council directs Staff to prepare the necessary by-law and agreement for consideration at the May 3, 2016 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the supply, crushing and stockpiling of granular material for use in the maintenance operations at various locations within the City of Temiskaming Shores.

The work generally consists of supplying of granular material in a desired quantity, to be crushed, hauled and stockpiled in specified locations as and where directed by City staff. In 2016 it was hoped that 12,000 tonnes of material could be purchased.

Previously, the City accepted tenders for the crushing of Granular M to be produced and stockpiled in the City owned source on Dump Road, Bucke Township, however, due to concerns that the material would not meet specifications and based on the tendered prices, the City has since reverted to obtaining the material through the tendering process from local suppliers and stockpiled at the source or at a designated site within the municipality.

On March 29, 2016 the City distributed a Request for Tender (PWO - RFT- 002-2016) for the crushing and stockpiling of Granular M in the Contractors Pit location in hopes of obtaining a more competitive and budget friendly price. The documents were provided to previous and known potential bidders with closing date at 2:00 p.m. on April 19, 2016.

Analysis

Four (4) RFT documents were distributed and three (3) responses were received by the closing date.

Supplier	Unit Price	Amount	HST	Total
A. Miron Topsoil	\$6.70	\$80,400.00	\$10,452.00	\$90,852.00
Caldwell Sand & Grvl.	\$6.45	\$77,400.00	\$10,062.00	\$87,462.00
James Lathem Excav.	\$9.30	\$111,600.00	\$14,508.00	\$126,108.00

Alvin Caldwell Sand & Gravel Ltd. has successfully completed similar projects for Temiskaming Shores and throughout Northern Ontario and has demonstrated the ability to complete this work as intended.

The tender was analysed for errors and/or omissions and were found to be correct and complete. The acquisition process was in keeping with the City's Purchasing Policy (By-Law 2009-012, as amended).

The tendered amount for the intended work (12,000 metric tonnes of Granular M) exceeded the approved and allotted budget for loose-top roadway maintenance, however, based on the tendered unit cost a revised quantity of 11,000 metric tonnes would be very close to the current approved budget.

This report was presented for discussion at the April 28, 2016 Public Works Committee Meeting.

Financial / Staffing Implications

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

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

The approved 2016 budget allocation for loose-top maintenance is \$75,000 and at this point in time, there has been nothing charged to that account.

Based on a unit cost of \$6.45 per tonne and a revised quantity of 11,000 metric tonnes, including the non-refundable HST, the final cost would be \$72,199.

Alternatives

Further reduction in the Tender quantities was considered, however, is not being recommended due to Department needs for maintenance purposes.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PWO-RFT-002-2016**

Opening Date: **April 19, 2016**

Inquiry Contact: **Doug Walsh**

Opening Time: **2:00 pm**

Description: **Supply and Stockpiling of Granular M**

Form of Proposal

Bidder: **A. Miron Topsoil**

Gran M (12,000 tonnes):	80,400
HST:	10,452
Total:	90,852

Bidder:

Gran M (12,000 tonnes):	
HST:	
Total:	

Bidder: **ALYD CALDWELL SANDY GRAVEL**

Gran M (12,000 tonnes):	77,400
HST:	10,062
Total:	87,462

Bidder:

Gran M (12,000 tonnes):	
HST:	
Total:	

Bidder: **JAMES LATHAM EXCAV.**

Gran M (12,000 tonnes):	111,600
HST:	14,508
Total:	126,108

Bidder:

Gran M (12,000 tonnes):	
HST:	
Total:	

Bidder:

Gran M (12,000 tonnes):	
HST:	
Total:	

Bidder:

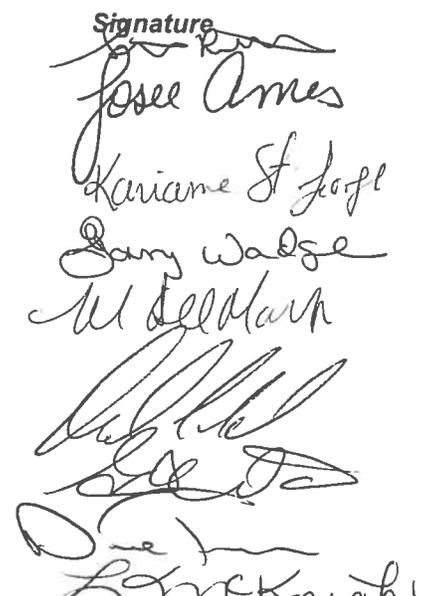
Gran M (12,000 tonnes):	
HST:	
Total:	

Comment: Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name
 Steve Burnett
 Josee Ames
 Karianne St-George
 Gary Wadge
 Michael Bellmark
 Dale Columbus
 Doug Walsh
 DAVE TRISN
 LINDA MCKNIGHT

Representing
 CoTS
 Miron Topsoil
 Calderwells
 City of T.S.
 OCWA
 Kylem
 T/SURGEZ
 T-SURGEZ
 CoTS

Signature


The Corporation of the City of Temiskaming Shores
By-law No. 2016-000

Appendix 02
PW-025-2016
May 3, 2016

**Being a by-law to enter into an agreement with
Alvin Caldwell Sand & Gravel Ltd. for the Crushing
and Stockpiling of Granular “M” at their Source
located in Firstbrook Township and accessible via
Dump Road**

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

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

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

And whereas Council considered Administrative Report No. PW-025-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M” for consideration at the May 3, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Alvin Caldwell Sand & Gravel Ltd. Crushing and Stockpiling of 11,000 tonne of Granular “M” in the unit cost of \$6.45 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule “A” and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 3rd day of May 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2016-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Alvin Caldwell Sand & Gravel Ltd.

for the Crushing and Stockpiling of Granular "M"

This agreement made in duplicate this 3rd day of May 2016.

Between:

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

and

Alvin Caldwell Sand & Gravel Ltd.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Crushing and Stockpiling of Granular "M"
TENDER No. PWO-RFT-002-2016**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01, forming part of this agreement;
- c) Complete, as certified by the Director, all the work by **June 30th, 2016.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit cost of Six Dollars and Forty- Five Cents (\$6.45) per tonne plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by 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:

Alvin Caldwell Sand & Gravel Ltd.
P.O. Box 502
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

The Director of Public Works
City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

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)

Alvin Caldwell Sand & Gravel Ltd.

Contractor's Seal)
(if applicable))

General Manager – Harry Cooper

Witness
Print Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2016-000

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.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Tender, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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

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

ITEM #	MATERIAL	QUANTITY	UNIT PRICE	TOTAL
1	GRANULAR "M" 5/8 as per OPSS 1010, crush and stockpile at Contractors location within 5 kms of Temiskaming Shores.	12,000 tonnes	\$6.45	\$77,400.00
SUB-TOTAL:				\$77,400.00
HST:				\$10,062.00
TOTAL				\$87,462.00

Page 1 of 6 to be submitted

I/We Alvin Caldwell Sand & Gravel Ltd. offer to supply the requirements stated within.

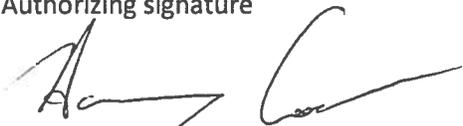
the corresponding total cost of \$ 87,462.00 Tax included.

I/We guarantee the availability of the required materials stockpiled at the Contractors location considered to be Caldwell Main pit, located within 5 kms of the outside boundaries of Temiskaming Shores.

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

I/We will deliver the required materials within four (4) weeks of receiving a signed order/ agreement.

The specifications have been read over and agreed to this 14th day of April 2016

Company Name Alvin Caldwell Sand & Gravel Ltd.	Contact name (please print) Harry Cooper
Mailing Address 43710 Hawk Dr. P.O. Box 502 New Liskeard, ON	Title General Manager
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-5369	Fax 705-647-5372
Cell Phone if possible	Email harry@caldwellconstruction.ca

City of Temiskaming Shores
PWO-RFT-002-2016
Supply and Stockpile Granular M

Non Collusion Affidavit

I/ we Alvin Caldwell Sand & Gravel Ltd. the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

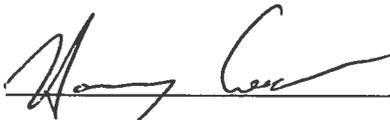
Such Bid is genuine and is not a collusive or sham Bid.

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

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

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

Dated at New Liskeard, ON this 14th day of April, 2016

Signed 
Company Name Alvin Caldwell Sand & Gravel Ltd.
Title General Manager

**City of Temiskaming Shores
PWO-RFT-002-2016
Supply and Stockpile Granular M**

Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

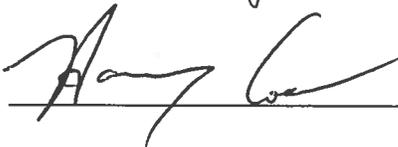
In making this quotation submission, our Company ~~has~~ / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at New Liskeard, ON this 14th day of April, 2016.

Firm Name Alvin Caldwell Sand & Gravel Ltd.

Bidder's Authorization Official Harry Cooper

Title General Manager

Signature 

Page 4 of 6 to be submitted

**City of Temiskaming Shores
PWO-RFT-002-2016
Supply and Stockpile Granular M**

SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS

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

Name	Address	WSIB Certificate Number (copy attached)
N/A		

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

Signed by Company Official

HARRY COOPER

Printed

[Signature]

Signed

Page 5 of 6 to be submitted

Schedule "B"

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name Harry Cooper Company Name Alvin Caldwell Sand & Gravel Ltd.

Phone Number 705-647-5369 Address 43711D Hawk Dr. P.O. Box 502 New Liskeard, ON P0S 1P0

I, , 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 14/16

Subject: Bi-annual Bridge Inspections/
Roof Inspections

Report No.: PW-026-2016
Agenda Date: May 3, 2016

Attachments

Appendix 01: Evaluation of Submission

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-026-2016;
2. That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract to K. Smart Associates Ltd. to proceed with the bi-annual bridge inspection as well as selected roof inspections as detailed in Request for Proposal PW-RFP-008-2016 for a total upset limit of \$10,605 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 3, 2016 Regular Council meeting.

Background

The Province of Ontario has implemented regulations for the bi-annual inspection of bridges and large diameter culverts for all municipalities. Inspections are to be conducted in accordance with the Ontario Structure Inspection Manual (OSIM). The regulations require the preparation of a detailed report subsequent to inspection in accordance with OSIM issued by the Ontario Ministry of Transportation (MTO) for all bridges and large diameter culverts. The report shall include, but not limited to the results of the condition survey, recommendations for rehabilitation and cost estimates for implementation.

In order to comply with these regulations established by MTO the City issued a Request for Proposals (PW-RFP-008-2016) with a deadline for submissions of 2:00 p.m. local time on Tuesday, April 19, 2016. The RFP was distributed to previous and known qualified service providers via e-mail.

In conjunction with the work required in the OSIM, inspections of the roof structures at the New Liskeard Pool Fitness Centre as well as the New Liskeard and Haileybury Arena's was also included in this Request for Proposal.

Analysis

Two (2) submissions were received in response to PW-RFP-008-2016. The proposals were reviewed and evaluated in accordance to the evaluation criteria set out in PW-RFP-008-2016. **Appendix 1 – Evaluation of Submissions** presents the details of the evaluation of the proposal and is summarized as follows:

Firm	Evaluation Score					Total Score	Fees Excl. taxes
	Expertise	Staff	Schedule	Knowledge	Fees		
K Smart	208	72	110	40	450	880	\$10,605.00
D M Wills	208	81	120	40	360	809	\$14,888.00

Fees exclude Applicable HST.

Both proposals received address the needs of the City and are deemed to be fair value for the services to be delivered. Based on the evaluation process, it is recommended that an agreement be entered into with K Smart Associates Ltd. for professional engineering services to prepare the Biannual Bridge report in accordance to Ontario Structural Inspection Manual issued by MTO on all bridges and large diameter culverts within Temiskaming Shores as well as the required reports on the roof inspections.

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

Council approved \$15,000 in the 2016 Budget for this item. The recommended consultant has come in under budget at \$10,792 (inclusive of non-refundable HST).

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

 Steve Burnett
 Technical & Environmental
 Compliance Coordinator

 G. Douglas Walsh, CET
 Director of Public Works

 Christopher W. Oslund
 City Manager

CATEGORY	K. Smart	Criteria	D. M. Wills	Criteria
		Weight		Weight
QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (26%)				
Past ability to successfully complete projects within timelines & budget;	8.0	4	8.0	4
Stability and reputation of firm;	8.0	6	8.0	6
Qualifications of technical support staff;	8.0	8	8.0	8
Qualifications of senior staff/project manager.	8.0	8	8.0	8
PROPOSED PROJECT MANAGER AND TEAM (9%)				
Past experience directing or involvement with similar projects;	9.0	5	9.0	5
Understanding of proposed project.	8.0	4	9.0	4
COMPLETENESS AND SCHEDULE (15%)				
Availability of key staff;	8.0	5	8.0	5
Methodology and Schedule;	7.0	4	8.0	4
Quality assurance program.	7.0	6	8.0	6
KNOWLEDGE OF CITY REGARDING THE PROJECT (5%)				
Members of team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment.	8.0	5	8.0	5
ESTIMATED FEES AND DISPERSEMENTS (45%)				
Cost estimates	10.0	45	8.0	45
Weighted Summary (Totals):	885.00	1000	809.00	1000

The Corporation of the City of Temiskaming Shores
By-law No. 2016-000

being a by-law to authorize an Agreement with K. Smart Associates Ltd. for the performance of Bi-annual Bridge Inspection Services and roof inspections at the New Liskeard Pool Fitness Centre as well as the New Liskeard and Haileybury Arenas

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

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

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

And whereas Council considered Administrative Report No. PW-026-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law and agreement for the bi-annual bridge inspection and various roof inspections contract with K. Smart Associates Ltd. for consideration at the May 3, 2016 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with K. Smart and Associates Ltd. for bi-annual bridge inspection and roof inspections for a total upset limit of \$10,605.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor - Carman Kidd

Clerk - David B. Treen



Schedule "A" to

By-law 2016-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

K. Smart Associates Ltd.

for the Bi-annual Bridge Inspections and various
Roof Inspections

This agreement made in duplicate this 3rd day of May, 2016.

Between:

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

and

EXP Services Inc.
(hereinafter called “the Consultant”)

Witnesseth:

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

Article I:

The Consultant will:

- a) Provide all material and perform all work described in the following guiding documents:
 - i. Request for Proposal PW-RFP-008-2016; and
 - ii. K. Smart Associates Ltd. submission in response to PW-RFP-008-2016 dated April 19, 2016.
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work by **September 30th, 2016.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Ten Thousand, Six Hundred and Five Dollars and Zero Cents (\$10,605.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the

Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

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

The Consultant:

K. Smart Associates Limited

85 McIntyre Drive
Kitchener, Ontario
N2R 1H6

Attn.: Trevor Hoard, CET

The Owner:

City of Temiskaming Shores

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

Attn.: Doug Walsh, CET

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)

Consultant's Seal)

K. Smart Associated Limited

Project Manager – Trevor Hoard

Director and Secretary-Treasurer – David Harsch

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor - Carman Kidd

Clerk – David B. Treen

Subject: Water Works System Use By-law

Report No.:

PW-027-2016

Agenda Date:

May 3, 2016

Attachments

Appendix 01 – Draft Water Works System Use By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-027-2016;
2. That Council directs staff to submit the final draft By-law for Water Works System Use for consideration of First and Second Reading at the May 3, 2016 Regular Council meeting; and
3. That Council directs staff to undertake a public consultation process and submission to the Ministry of Attorney General and Regional Senior Justice for approval of the short form wording and set fines prior to Third and Final Reading.

Background

In 2012 Bylaw No. 2012-032 (Sewerage System By-law) was adopted by Council to control the discharge of sewage into the municipal sewerage systems. This By-law was developed by staff due to inconsistency within By-laws from the former Towns of New Liskeard and Haileybury and the former Township of Dymond.

Similar inconsistencies were found in the former municipal By-laws associated with water distribution and usage. Over the past several years, staff has been working on the development of one Water Works System Use By-law.

Analysis

The adoption of such a By-law will implement many best practices and recommendations put forth by the Ministry of Environment and Climate Change (MOECC) during annual inspections of the City's water systems. Some of the MOECC issues this by-law addresses are cross-connection control and backflow prevention as well as water use control.

The Water Works System Use By-law has been discussed at many Contract Consultation Meetings with the Ontario Clean Water Agency as well as the Public Works Committee meetings.

Most recently, the draft Water Works System Use By-law has been circulated to members of the Public Works Committee for their review. Any comments will be discussed at the Public Works Committee Meeting on April 28, 2016 and necessary changes to be implemented prior to third and final reading.

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

Alternatives

No alternatives are being suggested at this time.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores
By-law No. 2016-000
Being a by-law to Regulate the Management and
Operation of the Water Works System in the City of
Temiskaming Shores

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

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

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

Whereas the City is authorized to enact by-laws respecting matters within the sphere of jurisdiction of Public Utilities, and Public Utilities includes a system that is used to provide potable water services for the public under Section 11 of the *Municipal Act 2001*;

And whereas the City is authorized to enact by-laws imposing fees or charges for services or activities provided or done by or on behalf of it pursuant to Section 391 of the Municipal Act, 2001 (S.O. 2001, c.25);

And whereas the *Building Code Act*, S.O. 1992, Chapter 23, as amended, regulates and controls the location, construction, repair and renewal, or alteration of plumbing and materials to be used in the construction thereof, and further provides for the inspection of said plumbing works by officers duly appointed by municipal by-law;

And whereas Council considered Administrative Report No. PW-027-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law for Water Works Systems Use for consideration of First and Second reading at the May 3, 2016 Regular Council meeting as well as to undertake a public consultation process prior to third reading;

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

1. That Council municipal council adopts a "*Water Works System Use*" By-Law identified as Schedule "A", hereto attached and forming part of this by-law.
2. That this By-Law shall become effective on the date of final passing thereof.

3. That By-laws of the former Town of Haileybury, the former Township of Dymond and the former Town of New Liskeard related to management and operation of the water systems, excluding by-laws related to servicing or tax rates are hereby repealed;
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-Law and Schedules as may be deemed necessary after the passage of this By-Law.

Read a first and second time this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third time and finally passed this _____ day of _____, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2016-000

Water Works System Use By-law

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Part 1 – Definitions

For the purpose of this Schedule:

- 1.1 **Agent** means a person authorized by the Corporation to provide services on behalf of the Corporation.
- 1.2 **Appurtenances** mean the apparatus or equipment that is a pertinent accessory to the Water Works system, including municipal water laterals and their components, or to a private water distribution system or to a fire protection system.
- 1.3 **Blank or Blanking** means the temporary or permanent decommissioning of a pipe by means of plugging, capping, or other method approved by the Director of Public Works.
- 1.4 **Building** includes any permanent structure, trailer, or other covering which:
- (i) is located on a parcel of land having frontage on a public highway and/or the Water Works system;
 - (ii) and
 1. contains, or is required by any other by-law, regulation or statute to contain any permanent sleeping, eating or food preparation facilities; or
 2. contains or is required by any other by-law, regulation or statute to contain, any washing or toilet or cleaning facilities; or
 3. is connected, or is required by any other by-law, regulation or statute to be connected, to a water supply system, or Water Works; or
 4. is a source of sewage; or
 5. is habitable.
- 1.5 **Chief Building Official** means a chief building official such inspectors as are appointed by the Corporation necessary for the enforcement of *The Building Code Act* and any other statutes referred to in this Schedule, and all persons authorized at the direction of the Chief Building Official for the purposes of exercising the power and duties of the Chief Building Official under this Schedule.
- 1.6 **Connect** (connects, makes a connection, connected) means to install a water service connection, including laterals and lateral appurtenances.
- 1.7 **Consumer** means the occupant of the premises supplied with municipal water under jurisdiction of the Corporation.
- 1.8 **Corporation** means The Corporation of the City of Temiskaming Shores.
- 1.9 **Cost** includes the cost of:
- (i) restoring any property disturbed or damaged in the course of making a water service connection;
 - (ii) design;

- (iii) materials;
- (iv) labour; and
- (v) supervision of any work,

and includes the amount of expenses charged by the Corporation to the Owner when the Corporation makes a connection at the expense of the Owner.

- 1.10 **Cross Connection** means any temporary, permanent or potential connection to the Water Works that could allow backflow or back siphonage into the Water Works of untreated water contaminants, pollutants, injurious chemicals, infectious agents or other substances that will alter the quality and/or safety of the potable water supply; and includes hydrant connections, swivels or changeover devices, removable sections, jumper connections and by-pass arrangements.
- 1.11 **Curb Stops** means a valve installed in the water service connection and accessible for operation from the surface of the ground for the purpose of interrupting flow through the water service connection, normally installed at or near the property line.
- 1.12 **Customer** means any person, owner, firm, business, corporation, institute or identity who enters into a verbal or written contract or agreement with the Corporation to take potable water from the Corporation's Water Works, or to receive water related services from the Corporation.
- 1.13 **Treasurer** means anyone hired in the capacity of Treasurer for the Corporation or any person or persons appointed or designated by the Corporation from time to time for the purposes of exercising the powers or duties of the Treasurer under this Schedule.
- 1.14 **Director of Public Works** means anyone hired in the capacity of Director of Public Works or the person or persons appointed or designated by the Corporation from time to time for the purposes of exercising the powers or duties of the Director of Public Works under this Schedule or his or her duly authorized representative, or as the situation or context may require, all persons authorized at the direction of the Director of Public Works to exercise the powers and duties of the Director of Public Works under this Schedule.
- 1.15 **Fire Meter** means a meter designed to measure the quantity of water used by a fire protection service or system.
- 1.16 **Fire Protection Service or System** means a system of pipes and appurtenances designed to deliver a water supply for the purposes of fire suppression.
- 1.13 **Meter** means that mechanical device installed under the provisions of this Schedule for the purpose of measuring the quantity of water supplied by the Corporation to any building or premises in which such meter is installed and may include the meter body, mechanism, remote reader, associated pipe, valve and wires, and any apparatus attached thereto.
- 1.14 **Meter Chamber** means an accessible in-ground structure located remote from any building or premises and solely used for containing and protecting any water meter, backflow prevention device and associated piping and apparatus installed to serve that property.
- 1.15 **Municipal Fire Hydrant** means a hydrant owned by the Corporation.

- 1.16 **Municipal Standards** means standards, guidelines, specifications and drawings relating to the construction and maintenance and operation of the Water Works, which coincide with the City's Drinking Water Quality Management System approved by the Corporation from time to time.
- 1.17 **Municipal Water Lateral(s)** means the pipes and appurtenances of the Water Works located within the right-of-way and situated between the main and the street line or up to and including the curb stop, if it is located outside the right-of-way.
- 1.18 **Owner** means any person or persons who or any firm, business, corporation or institute that is the registered owner of land or a building or buildings or premises under consideration, or any agent thereof, or a person entitled to a limited estate in the property, a trustee in whom the property is invested, an executor, an administrator and a guardian, to whom the context applies.
- 1.19 **Premises** mean a building or property abutting on a right-of-way through which a main is laid.
- 1.20 **Potable Water** means water that is fit for human consumption.
- 1.21 **Private Fire Hydrant** includes a hydrant owned by someone or some entity other than the Corporation.
- 1.22 **Private Water Lateral** means the water pipes and appurtenances located between the street line or curb stop and a meter. If a meter is located in a meter chamber, the private water lateral includes any water service pipe from the meter to the interior face of the outer wall of the building being served.
- 1.23 **Private Water Distribution System** includes a privately owned network of water supply pipelines, including valves and appurtenances, supplied with water by the Corporation and:
- (i) servicing two or more units, and/or
 - (ii) being a water supply containing one or more private fire hydrants not owned by the Corporation.
- 1.24 **Rates** means those rates, levies, rents or charges for the supply and/or use of water so described and itemized on Schedules in by-laws enacted by the Corporation from time to time.
- 1.25 **Right of Way** means a public highway, lane or easement in which a main is located.
- 1.32 **Unaccounted for Water (UFW)** means the comparison of the amount of water supplied to the Corporation to the amount of water supplied to the customers by the Corporation, plus that known to be used for the operation and maintenance of the Water Distribution System.
- 1.33 **Unit** means a residential, commercial, or industrial premise, which is separated or is capable of being separated, from any other premises recorded on the last revised assessment roll of the Corporation.
- 1.34 **Water** means potable water supplied by the Corporation through the Corporation's Water Works.
- 1.35 **Water Consumption** means the amount of water consumed or used by a customer as determined through metering or estimates approved by the Director of Public Works and/or the Treasurer, as applicable.

- 1.36 **Watermain** means a potable water pipe that supplies potable water to water service connections and hydrants.
- 1.37 **Water Service Connection** includes the municipal water lateral and the private water lateral or a connection to a private water distribution system, including the meter.
- 1.38 **Water Works** includes any and all buildings, structures, equipment, appurtenances, devices, conduits, underground pipelines, municipal water laterals, outlets, and related installations and other works so designed for the distribution of water and includes lands over which an easement or consent has been granted or lands appropriated for such purposes and uses.

Part 2 – System Administration

2.0 Application of By-law

This Schedule applies to the construction, management and operation and maintenance of the Water Works under the jurisdiction of the Corporation.

2.1 Official Plan and Asset Management Plan

Water Service Areas covered under this Schedule are as identified in the Corporations Official Plan and supporting Asset Management Plan.

2.2 Accordance with Acts

The Corporation shall manage and maintain the Water Works in accordance with the provisions of this Schedule and the provisions of the *Municipal Act*, the *Safe Drinking Water Act*, the *Ontario Water Resources Act*, the *Ontario Building Code Act*, the *Ontario Building Code*, the *Fire Protection and Prevention Act*, the *Ontario Fire Code*, the *Provincial Offences Act*, and regulations established under these Acts and codes from time to time; and any other applicable law or regulations in force from time to time.

2.3 Administrative Responsibilities

Administrative responsibilities are as follows:

2.3.1 Director of Public Work's Responsibilities

The Director of Public Works is responsible for administration and operation, maintenance and repair of the Water Works in accordance with this Schedule and with applicable statutes, regulations and policies and by-laws adopted from time to time by the Corporation.

2.3.2 Chief Building Official's Responsibilities

The Chief Building Official is responsible for the enforcement of the Ontario Building Code and the issuance of any plumbing permits related to the construction, maintenance or operation of any part of the buildings and facilities served by the Corporation's Water Works systems and Sewer Works systems, and for the inspection of work done under the plumbing permits.

2.4 Objectives in Managing and Operating Water Works System

The following objectives shall be sought in managing and operating the Water Works:

2.4.1 Failure to Supply

The Corporation does not guarantee the supply or quantity of water, and failure to supply water shall not be construed as neglect on the part of the Corporation. The Corporation shall at no time be held liable for inadequate supply of water or for reason of the Corporation restricting the supply of water or for refusing the supply of water.

2.4.2 Rules and Regulations set out in By-law

Rules and regulations set out in this Schedule shall govern and regulate the management of the Water Works owned by the Corporation and shall be considered to form an integral part of the supply and service contract between the Corporation and any Owner or Customer for a supply of water by the Corporation. Every such Owner or Customer by applying for and accepting the supply of water from the municipal Water Works shall be deemed to have expressed his/her consent to be bound by the said rules and regulations.

2.4.3 System to Operate in Accordance with the dwqms

The Water Works system shall be operated in accordance with the Operational Plan within the Corporations' Drinking Water Quality Management System as amended from time to time.

Part 3 – Service Connections

3.1 Application for Service

3.1.1 Requirement of Written Application to Connect

Municipal laterals shall not be provided from or connected to any main, and no private water laterals shall be connected to any other private water laterals or to a municipal lateral; and no private lateral or private water service connection, shall be relocated, replaced or removed from the Water Works; until written application for such action is made to the Corporation and a permit therefore has been issued by the Corporation. Such application shall be signed by the Owner. No pipe shall be connected to or provided from the Water Works without the prior approval in writing from the Director of Public Works. No pipe shall be replaced, relocated, disconnected or removed from the Water Works without the prior approval in writing from the Director of Public Works. All water service connections to the Water Works and all replacements, relocations, disconnections or removals from the Water Works require prior approval through written application and the issue of a permit therefore by the Corporation as specified and adopted through by-law from time to time.

3.1.2 Form of Application to Connect

The application and permit referred to in Subsection 3.1.1 shall be in the form as may be from time to time prescribed by the Corporation.

3.1.3 Extension of Existing Main

A building, premises or facility must be on property abutting a watermain in order to be granted a permit to connect to the Water Works. No extension of an existing watermain shall be made without the prior approval in writing from the Director of Public Works.

3.1.4 All Buildings Fronting on Water Works System and/or Sewer Works System must Connect

Every building, within a serviced area, fronting on the Water Works systems shall be connected to the system if any of the conditions of Subsection 1.4, defining the term "building", apply; and water service fees charged, at the fee prescribed by the Corporation through by-law adopted from time to time. Each building shall be provided with a separate water service connection, unless otherwise authorized by the Director of Public Works.

3.1.5 Service Connection not to be Disconnected Without Permission of the Director of Public Works

Once a water service connection has been installed, and connected to the Water Works, the water service connection shall not be disconnected from the Water Works without the permission of the Director of Public Works.

3.2 Installation Specifications

3.2.1 Specifications in Compliance with the Ontario Building Code

All pipes, fittings, attachments, method of installation, maintenance, use, repair, renovations to and removal of any private water lateral shall be pursuant to, as required by and in compliance with, the Ontario Building Code, Part 7.

3.2.2 Installation at the Expense of the Owner

All municipal water laterals shall be installed by a qualified contractor at the expense of the Owner pending approval from the Director of Public Works.

3.2.3 Cost of Municipal Lateral to be Bourne Solely by the Corporation

The Corporation shall be responsible for the cost of maintaining municipal water laterals (main to curb stop) and for keeping the same in repair.

3.2.4 Cost of Private Lateral to be Bourne Solely by the Owner

Private water laterals (curb stop to building) shall be provided by, maintained by and at the expense of the Owner.

3.2.5 Water Pipe Connections on Outlet Side of Corporation Water Meter

No water pipe connection shall be made to a private water lateral or a private water distribution system connection other than on the outlet side of a Corporation water meter.

3.3 Commencement or Discontinuance of Service

3.3.1 Director of Public Works to Authorize Turn on Supply of Water

Where a new or replacement water service connection is installed or where the Corporation has shut off the supply of water to an existing water service connection, no person other than an employee or agent of the Corporation so authorized by the Director of Public Works shall turn on the supply of water.

3.3.2 Occupancy Permit

Permission to occupy any building will not be granted until such time as a meter is installed for the building if such be required under this Schedule and this meter is operational to the satisfaction of the Chief Building Official or the Director of Public Works.

3.3.3 Director of Public Works to Authorize Duly Qualified and Licensed Plumber

If first authorized by the Director of Public Works, a duly qualified and licenced plumber may, notwithstanding Subsection 3.3.1, temporarily turn on a supply of water to test any water service connection installation or repair and upon completion of the test, immediately shut off the supply of water. If the existing water service connection is operating, a duly qualified and licenced plumber, when making repairs, may temporarily shut off the supply of water, and upon completion of the repairs, shall immediately resume the supply of water.

3.4 Shutting Off Supply of Water

3.4.1 Causes

The Corporation may shut off the supply of water for any of the following causes:

- (i) default in full payment of any rate, fee or charge for water supplied;
- (ii) default in full payment of any charge with respect to the cost of any work or service done or furnished for the purpose of the supply of water;
- (iii) default in full payment of any rent of or charges for fittings, apparatus, meters or any such things leased or furnished to the Owner by the Corporation;
- (iv) default in full payment of any sewage service rates or charges imposed on the Owners or occupants of any land which is based on the water rates or charges applicable in respect of such land;
- (v) failure to provide access to property or premises as provided under this Schedule;
- (vi) as a result of any contravention of any provisions of this Schedule;
- (vii) failure to pay a set fine awarded to an offence as specified under Part VII of this Schedule;
- (viii) where a faulty water service connection is believed to exist which will result in the undue waste of water, or where such fault could result in property damage; and
- (ix) at the request of the Owner.

3.4.2 Defective Water Service Connection

Where the Corporation has caused a water service connection believed to be defective to be shut off, such water service connection shall not be restored until the Corporation has been satisfied that no such defect exists or that any defect therein has been properly rectified.

3.4.3 Turn on Supply to a Private Lateral

Where the Corporation has been requested to turn on the supply of water to a private water lateral, the Corporation shall not turn on such supply of water until the Owner has paid the applicable fees prescribed by the Corporation through by-law adopted from time to time of this Schedule and any outstanding arrears.

3.4.4 Reactivation

Where a water service connection has been shut off for any reason, the water service connection shall not be reactivated unless the Owner or Customer is present and within the building or premises to ensure no damage results during the reactivation of the water service connection.

3.5 *Responsibility of Owner*

3.5.1 Condition of Service in Good Order

Every Owner shall at their own expense keep the private water lateral, and water meter (if present) in good order and condition and adequately protected from freezing.

3.5.2 Responsibility for Costs

The entire cost of providing, installing, replacing and renewing, maintaining and repairing each private water lateral shall be the responsibility of and paid for by the Owner.

3.5.3 Repair of Leak on Private Water Lateral

Should a leakage occur and waste of water be detected on the private water lateral, the Owner shall be bound to complete repairs of the said leakage at his/her own expense within a reasonable amount of time determined by the Director of Public Works after being duly notified by the Corporation of such leak detected. In the event of non-compliance with this provision by the Owner, the Corporation may undertake to discontinue the water supply until the necessary repairs have been made by the Owner. All repairs are to be inspected by the Corporation prior to backfill.

3.5.4 Reporting of Loss of Water not Through Corporation Meter

If a Corporation water meter is present, any Owner or Customer who takes, consumes water, or permits to be taken or consumed water, or who experiences the loss of water from their water service connection or private water distribution system that has not passed through and been registered by the Corporation water

meter, shall report the taking, consumption or loss of water to the Corporation at their first opportunity.

3.5.5 Access

Any person duly authorized by the Corporation for that purpose, and at all reasonable times, and upon reasonable notice given and request made to the Owner, shall be allowed access to the building or premises for the purpose of inspecting, repairing, altering, disconnecting or installing meters, curb stops, fixtures, pipes and appurtenances of every kind used in connection with the supply of water to and for the use of water in such building or on such premises.

3.5.6 Owner's Information

Every Owner shall be responsible for advising the Corporation, attention to the Treasurer, of any change in the water service application information including changes to the Owner's address and telephone number, or selected method of account payment.

3.5.7 Requests for Meter Verification

Only the Owner may request meter verification, final meter reading, water supply shut-off or water supply turn-on. Such requests shall be made Public Works Department.

3.6 Responsibility of Owners of Private Water Distribution Systems and Private Hydrants

3.6.1 Annual Inspection Report

Every Owner of a private water distribution system or a private fire hydrant shall cause such system or such hydrant to be inspected annually by a duly qualified and licenced plumber or a more specialized trades person, and any such plumber or more specialized trades person shall firstly be previously approved by the Director of Public Works and such approved plumber or more specialized trades person shall provide a report upon request from the Director of Public Works and must certify that the following items have been satisfactorily addressed or conducted by the duly qualified and licenced plumber or more specialized trades person, namely:

- (i) a Fire Code and preventative maintenance inspection,
- (ii) hydrant flushing, flows and pressure testing ascertained,
- (iii) hydrant adjustment and lubrication,
- (iv) valve cleaning, adjustment and lubrication,
- (v) leak detection ascertainment,
- (vi) a report on any maintenance work that is required,
- (vii) a report on any physical indication of a deteriorated water quality,
- (viii) a confirmation that the inspection included all pipelines, valves, hydrants and other appurtenances comprising the private water distribution system, and
- (ix) assurance of hydrant visibility and accessibility free of obstructions pursuant to Subsection 4.1.3.

3.6.2 Report to be in a Form or Format Approved by the Director of Public Works

Any report made by a duly qualified and licenced plumber or more specialized trades person to the Corporation pursuant to Subsection 3.6.1 of this Schedule shall be in a form or format previously approved by the Director of Public Works.

3.6.3 Required Evidence of Bonding and Insurance Covering Inspections

Any duly qualified and licenced plumber or more specialized trades person, before being approved by the Director of Public Works pursuant to Subsection 3.6.1 of this Schedule, must first provide evidence of bonding and insurance covering any relevant associated risks that may be involved in conducting any inspections pursuant to the provisions of Subsection 3.6.1 of this Schedule, and any such insurance shall name the Corporation as an additional insured.

3.6.4 Written Notification Prior to Flow Testing or Flushing and Written Notification to Affected Property Owners

Any duly qualified and licenced plumber or more specialized trades person conducting an inspection pursuant to the provisions of Subsection 3.6.1 of this Schedule shall first provide three (3) working days written notification to the Corporation, attention the Director of Public Works, prior to flow testing or flushing any private fire hydrant or other hydrant and shall provide written notification to potentially affected water users in the area a minimum of 24 hours prior to flow testing or flushing any private fire hydrant or other hydrant.

3.6.5 Director of Public Works shall have Power to Establish Operational Regulations and Procedures

The Director of Public Works shall have the power to establish detailed administrative and operational regulations and procedures with regard to any inspection as such may be conducted under the provisions of Subsection 3.6.1 of this Schedule, and may amend such detailed administrative and operational regulations and procedures from time to time provided that such detailed administrative and operational regulations and procedures are consistent with the provisions of this Schedule, including Subsection 3.6.1 thereof.

3.6.6 Public Works Department Inspection of Private Water Systems and Hydrants

At the request in writing of the Owner or designate, and when resources can be made available, and at the discretion of the Director of Public Works, the inspection of private water systems and hydrants and the reporting of same may be carried out by the Public Works Department of the Corporation, on a cost recovery basis.

3.7 Cross Connection Control and Backflow Prevention

3.7.1 Advance Approval by Director of Public Works

No cross connection (defined under Section 1.10) shall be permitted to the Water Works unless approved in advance by the Director of Public Works.

3.7.2 Order to Install Control Device

If a condition is found to exist which is contrary to Subsection 3.7.1 of this Schedule, the Director of Public Works or Chief Building Official as applicable, shall immediately carry out an inspection and shall issue such order or orders to the Owner as may be required to obtain compliance with Subsection 3.7.1 of this Schedule.

3.7.3 Failure to Install – Notice – Water Shut Off

If the Owner to whom the Director of Public Works or Chief Building Official as applicable has

issued an order fails to comply with that order, the Director of Public Works or Chief Building Official as applicable, at his/her discretion, based on the threat posed to water safety and quality, may:

- (i) give notice to the Owner to correct the fault, at his/her expense, within a specified time period; and, if the notice is not complied with, the Director of Public Works may then shut off the water service or services; or
- (ii) without prior notice, shut off the water service or services and/or otherwise isolate the fault from the Water Works; and/or
- (iii) carry out or cause to be carried out the corrective work at the Owner's expense.

3.7.4 Additional Device on Service

Notwithstanding Subsections 3.7.1, 3.7.2 and 3.7.3 of this Schedule, where a risk of possible contamination of the Water Works exists in the opinion of the Director of Public Works or Chief Building Official, an Owner shall, on notice from the Corporation, install on his/her private water lateral, a backflow prevention or cross connection control device, approved by the Director of Public Works, in addition to any backflow prevention control devices, or cross connection control device, installed in the Owner's portion of the water service system, at the source of potential contamination.

3.7.5 Temporary Supply of Water

When water is temporarily supplied for construction purposes under Subsection 4.3 or for other temporary purposes as per Subsection 4.4, or when water is temporarily supplied from a private or municipal fire hydrant under Subsection 4.5, a backflow prevention device and secondary shut-off valve acceptable to the Director of Public Works shall first be provided.

3.7.6 Private Water Distribution System to be Isolated

The Director of Public Works may require that a private water distribution system be isolated from the Corporation's water distribution system by means of a backflow prevention device, approved by the Director of Public Works.

3.7.7 Installation to Required Standards

Cross connection control or backflow prevention devices, when required by the Corporation, shall be installed in accordance with the Ontario Building Code and "*CAN/CSA-B64.10-94: Manual for the Selection, Installation, Maintenance and Field Testing of Backflow Prevention Devices*", as amended from time to time.

3.7.8 Inspection and Testing to be Paid by Customer

All cross connection control devices and backflow prevention devices shall be inspected and tested at the expense of the Owner, upon installation, and thereafter annually, or more often if required by the Corporation, by personnel licenced to carry out such tests, to demonstrate that the device is in good working condition. The Owner shall submit a report on a form approved by the Director of Public Works for any or all tests performed on the backflow prevention device or a cross connection control device within seven (7) days of a test, and a record card shall be displayed on or adjacent to the device on which the tester shall record the address of the premises, the location, type, manufacturer, serial number and size of the device, and the test date, the tester's initials, the

tester's name (if self-employed) or the name of his employer and the tester's licence number.

3.7.9 Failure to Test Device

If an Owner fails to have a backflow prevention device or a cross connection control device tested, the Corporation or approved authority may notify the Owner that the device must be tested within four (4) days of the Owner receiving the notice. If the Owner fails to have the device tested within the time allowed, the Director of Public Works, upon the provision of reasonable notice, may shut off the water service or water services until the device has been tested and approved as required by subsection 3.7.8 of this Schedule.

3.7.10 Owner Responsible for Repairs

When the results of a test referred to in Subsection 3.7.8 of this Schedule show that a backflow prevention device or a cross connection control device is not in good working condition, the Owner shall make repairs or replace the device within four (4) days. If an Owner fails to repair or replace the device within the time allowed, the Director of Public Works, upon the provision of reasonable notice, may shut off the water service connection until such repair or replacement has been made to the satisfaction of the Director of Public Works.

3.7.11 Removal of Device Requires Permission of Corporation

No person shall remove any cross connection control or backflow prevention device installed as a requirement of provincial legislation, whether or not the applicable provincial legislation is subsequently rescinded, unless the Corporation first grants permission for such removal in writing.

3.7.12 Inspection for Cross Connection Access

Any person authorized by the Corporation for that purpose has free access, at all reasonable times, and upon reasonable notice given and request made, to all parts of every building or other premises where any water service connection is provided for the purpose of inspecting or repairing, or of altering or disconnecting a backflow prevention device or a cross connection device, including associated pipe and fittings, within or without the building or premises.

3.8 Termination and Capping of Services

3.8.1 Written Notification

The Owner of a private water lateral or private water service connection shall provide written notification to the Corporation when use of the water service connection is to be disconnected and capped or blanked.

3.8.2 Discontinuation

Any discontinuation of a private water lateral or a private water service connection and the removal of the Corporation meter for the purpose of demolition, or other reasons, shall be done by a qualified contractor approved by the Director of Public Works at the sole expense of the Owner.

3.8.3 Reconnection

Disconnected private water laterals or private water service connections shall not be reconnected without reapplication for water service connection and payment of applicable fees prescribed by the

Corporation through by-law adopted from time to time.

3.9 Inspections

If any Owner or Customer, including any Owner or Customer of a private water distribution system or private fire hydrant, fails to comply with the requirements of this Schedule or contravenes the provisions of this Schedule, the Director of Public Works and /or Chief Building Official may conduct any inspection permitted by the provisions of this Schedule or by the Ontario Building Code or by the *Municipal Act*, 2001, as amended; and may take any corrective action deemed immediately necessary. Any costs incurred by the Corporation in conducting such inspections and subsequent reporting or in effecting any corrective action, shall be payable to the Corporation by such Owner or Customer of a private water distribution system or private fire hydrant, and such costs may, at the sole discretion of the Corporation, be added to any water bill payable by such Owner or Customer of a private water distribution system or private fire hydrant, or to the water bill payable by any Customer or users of water from such system or hydrant, and may, in addition to being recoverable in any relevant Court of Law, be deemed by the Corporation to be charges for the supply of water and failure of the payment of which shall provide the Corporation with any remedies available to it under the provisions of the *Municipal Act*, 2001 and *Provincial Offences Act*, as amended or other relevant legislation.

3.10 Failure to Permit Access to Property or Premises

Should any Owner or Customer, or any Owner of a private water distribution system or private fire hydrant, refuse entry to any authorized officer, inspector, employee or agent of the Corporation for the purposes of any inspection under the provisions of this Schedule or the Ontario Building Code; or the *Municipal Act*, 2001; the Corporation may, at its sole discretion exercised by the Director of Public Works, on the provision of seven (7) days notice, discontinue the water supply to the Owner, or Customer, or the Owner of a private water distribution system or private fire hydrant, until such required inspection has been properly conducted.

Part 4 – Restrictions in Use

4.1 Water Use Restrictions

4.1.1 Open or Close Valves

No person except licensed operators as approved by the Director of Public Works shall open or close or cause or permit to be opened or closed any valve in the Water Works, or private water distribution system, or remove, tamper with or in any way interfere or cause or permit to be removed, tampered or interfered with, any valve, water meter, private or municipal fire hydrant, structure, main, municipal or private water lateral, or valve or private valve, in the Water Works, or private water distribution system, unless previous written permission has first been granted by the Director of Public Works.

4.1.2 Concealing or Interfering with Access to a Fire Hydrant or Valve

No person shall conceal, interfere with, construct or maintain anything or cause or permit to be concealed or interfered with or constructed or maintained, anything that has the effect of concealing or interfering with access to a municipal or private fire hydrant or to a valve or private valve.

4.1.3 Obstruction and Visibility

Municipal fire hydrants and private fire hydrants shall be cleared of all vegetation or obstructions, including significant snow accumulations within 1.5 metres from the outside edge of the municipal fire hydrant or private fire hydrants. The municipal fire hydrants or private fire hydrant should be visible for a distance of 3.0 metres from any point from within the public or private road allowance.

4.1.4 Use of Water Permission

No person, except licensed operators as approved by the Director of Public Works, shall open or close or cause or permit to be opened or closed a municipal fire hydrant or private fire hydrant or use or cause or permit the use of water from a municipal fire hydrant or private fire hydrant from the Water Works unless prior permission in writing has been granted by the Director of Public Works.

4.1.5 Drawing of Water from Fire Protection System

No person shall draw water or cause or permit water to be drawn from a private fire protection system, except for fire protection purposes or for fire protection related activities, except as approved by the Director of Public Works.

4.1.6 Discontinue Water Supply

The Director of Public Works may, upon reasonable notice, discontinue the water supply for the Water Works at any time for cleaning, maintenance, repairing, replacing or connecting of mains and laterals.

4.1.7 Temporary Discontinue Water Supply

The Director of Public Works may, without notice, temporarily discontinue the water supply to any premises or units where, in his or her opinion, continuation thereof might be dangerous or cause damage to persons or property.

4.1.8 Case of Damage Responsibility

The Corporation shall not be responsible in case of damage to boilers, heating systems, cooling systems, machinery, fittings, other property or products dependant on water supply, or injury to persons by reason of any discontinuation of the water supply, even in the case of where no notice is given by the Director of Public Works.

4.2 Water Use Restrictions

4.2.1 Water Restrictions

At the discretion of Council, water restrictions may be imposed by Council resolution whereby no person or persons shall be allowed to use in any manner whatsoever the water supplied by the Water Works upon streets, sidewalks, driveways, lawns, gardens, yards or grounds of any description except between those dates and/or hours as set out in the resolution by Council from time to time.

4.2.2 Water Restrictions on Commercial, Industrial, Institutional

At the discretion of Council, water restrictions may be imposed by Council on the industrial,

commercial and/or institutional use of water supplied by the Water Works as may be set out in a resolution by Council from time to time.

4.2.3 Notice of Water Restrictions

With the provision of reasonable notice permitted by the requirement or circumstance, the Director of Public Works may temporarily restrict the use of water from the Water Works from time to time as necessary to carry out inspections, maintenance, repairs, modifications, replacement, or rehabilitation to the Water Works.

4.3 Supply of Water for Construction Purposes

4.3.1 Builder to Make Application to Corporation

Builders requiring water for construction purposes shall make an application to the Corporation as part of the building permit application and shall furnish all information so required and shall pay to the Corporation the fee set by the Corporation for that purpose at the fee prescribed by the Corporation through by-law adopted from time to time. Builders will only be permitted to take water from specific sources for temporary use and in a manner specified by the Director of Public Works as may be altered from time to time by the Director of Public Works.

4.4 Supply of Water for Other Temporary Purposes

4.4.1 Application for Temporary Short Term Purposes

Any person or persons, organization or firm requiring water for temporary short term commercial, social, cultural or festival purposes shall make application to the Corporation and shall furnish all information required by the Director of Public Works to assess the temporary water supply requirement.

4.4.2 Temporary Water Supply Sources Specifications

The Director of Public Works shall specify the specific source or sources of temporary water supply and the manner by which water shall be supplied and discharged.

4.4.3 Meter of Temporary Water Supply

Temporary water supply consumption shall be metered if possible, or otherwise estimated, and the water and sewer services billed at the rates prescribed by the Corporation through by-law adopted from time to time.

4.5 Temporary Use of Fire Hydrants – Other than Fire Purposes

4.5.1 Usage of Fire Hydrants as Temporary Source of Water Supply

Notwithstanding any other requirements of this Schedule, municipal and private fire hydrants may be used as a temporary source of water supply where no other permanent source is available, if first approved in writing by the Director of Public Works.

4.5.2 Director of Public Works to Approve Temporary Source of Water Supply

Municipal and private fire hydrants may be used for municipal purposes such as street flushing,

street sweeping, and road, water and sewer construction provided approval is obtained from the Director of Public Works.

4.5.3 Metering of Temporary Water Use of Fire Hydrants

With the exception of the uses outlined in Subsection 4.3 and 4.5.2, any water taken from a municipal or private fire hydrant shall be metered, unless otherwise approved by the Director of Public Works in writing. Upon payment of the required fees by the applicant and issuance of a permit, the Corporation shall supply and install all equipment including valves, meter, meter locking device, and backflow prevention device. The applicant is liable for all damages. The fees payable shall include the permit application fee, installation and removal costs and fee, and deposit fee.

4.5.4 Corporation's Right to Cancel Permit

The Corporation may cancel the permit for the temporary use of a municipal or private fire hydrant at any time if the use of the fire hydrant interferes with fire protection or supply of water to other Customers.

4.6 Thawing of Frozen Private Pipes and Hydrants

4.6.1 Thawing

No person shall undertake the thawing of any main, or pipe or municipal water lateral, valve or municipal fire hydrant of the Water Works except with the prior approval and direction of the Director of Public Works.

4.6.2 Private Pipes and Hydrants

The thawing of frozen private water laterals, private mains, and private hydrants shall be undertaken only on the prior approval and at the direction of the Director of Public Works, to the Corporation's meter (if present), or to the first shut off valve in the building. Thawing shall only be carried out at the request of the Owner and at the Owner's risk and at the fee prescribed by the Corporation through by-law adoption from time to time.

4.6.3 Creation of an Unacceptable Hazard

Thawing operations shall not be undertaken by anyone when, in the opinion of the Director of Public Works, such action presents an unacceptable hazard.

Part 5 – Water Rates and Meters

5.1 Water Rates

All Residential, Industrial, Commercial and Institutional premises that have a Water Service Connection to the Municipal Water Works, is subject to a flat water rate at the fee prescribed by the Corporation through by-law adoption from time to time. In addition to the flat water rate, each property and/or premise which is metered will pay a fee on a per cubic meter basis over and above a prescribed cubic meter amount as determined by the Director of Public Works and defined and adopted through by-law from time to time.

5.2 *Properties to be metered*

The properties to be metered shall include but are not limited to Industrial, Institutional and high water users in the Commercial sectors as determined by the Director of Public Works.

5.3 *Supply of Meters by the Corporation*

All water supplied by the Corporation in where water meters are installed, except for the purposes set out in Subsection 4.3, 4.4, and 4.5.2 shall pass through a meter approved by the Corporation. The cost of providing the meter including installation shall be paid by the Corporation. The Owner shall pay a rental charge as defined and adopted through by-law from time to time.

5.4 *Unit Requirements and Location of Meter*

At every premise within which a meter must be installed, the Owner shall provide space and access for such meter in a location approved by the Corporation. The location shall be as close as is practical to the point where the service enters the building, shall be accessible at all times for reading, inspection, maintenance, repair, testing, modification and replacement by the Corporation in accordance with current standards and specifications. The Corporation shall not be responsible for any restoration resulting from access being provided for the installation of meters.

5.5 *Meter Chamber Requirements*

When the location of the meter cannot be provided by the Owner within the premises to the satisfaction of the Corporation, the water meter shall be placed in a meter chamber, the location and construction of which shall be approved by the Corporation and the cost of which is paid by the Owner.

5.6 *Size of Meter*

Where private water laterals exceed 40 metres or where a private water lateral services more than one building or premises or water usage source or a private water distribution system or private hydrant; the meter shall be installed in a meter chamber at or near the property line at the Owner's expense, except as otherwise approved in writing by the Director of Public Works.

5.7 *Corporation to Approve Meter and Installation*

No meter or meter chamber shall be installed unless the Corporation has first approved the size, type and make of any meter, the manner of its installation and all matters relating to the required piping and other appurtenances associated therewith.

5.8 *Meter By-pass*

No meter by-pass shall be installed unless otherwise approved in writing by the Director of Public Works. All meter by-passes shall be shut off by a valve and the valve sealed. The use of an authorized meter by-pass must be approved in advance, in writing, by the Director of Public Works.

5.9 *Ownership and Maintenance of Meter*

The Corporation shall assume ownership and maintenance for all water meters installed to the satisfaction of the Corporation. If a meter is mechanically defective, the cost of meter repairs shall be borne by the Corporation. If the meter is damaged by freezing, the carelessness, wilful act, or neglect of any person other than an employee or agent of the Corporation, the Owner shall pay to the Corporation

the cost of making a necessary repair or replacement to such meter. All such costs may be paid directly to the Corporation, or if not so paid, added to the water bill.

5.10 *Meter Failure*

The Owner will be charged for all water registered on a meter over and above a prescribed cubic meter amount as determined by the Director of Public Works and defined and adopted through by-law from time to time. If a meter fails to register properly, the Owner will be charged for the average consumption for the pertinent period as determined by the Corporation on the basis of prior consumption records up until a new or repaired meter is installed. Where no prior reliable record is available, usage shall be monitored for a representative period of time determined by the Corporation and charges established based on usage during that period.

5.11 *Relocation of Meter*

When a request is made by an Owner for the relocation of a meter or the downsizing or upsizing of a meter, the relocation or change over shall be subject to approval by the Director of Public Works and the cost of such shall be the sole responsibility of the Owner.

When a request is made by the Corporation for the relocation of a meter or the downsizing or upsizing of a meter, the relocation or change over shall be the responsibility of the Corporation.

5.12 *Owner to Provide Access*

Upon reasonable notice, any Owner shall provide access to the Director of Public Works and/or a designated person of the Corporation for the purpose of inspecting, reading, maintaining, repairing, modifying or replacing a water meter and associated meter reading apparatus.

5.13 *Breaking of Seal*

The Corporation shall have the right to seal any meter and associated by-pass at any reasonable time, and no person shall break or damage any seal attached to any meter or by-pass. If any such seal has become broken or damaged from any cause, the Owner shall forthwith report the breakage or damage to the Director of Public Works who shall cause the same to be resealed.

Part 6 – Fire Use

6.1 *Exceptions to Open or Operate any Hydrant or Valve*

No person shall open or operate any fire hydrant or valve or any other appurtenance of the Water Works except an authorized employee of the Corporation during performance of duty.

6.2 *Interference, Obstruction and Concealment*

No person shall in any way interfere with, obstruct or conceal or prevent access to any municipal or private fire hydrant, valve, meter or appurtenance.

6.3 *Water Taking from Un-Metered Water Service*

Without the authorization of the Director of Public Works, no person shall take water from an un-

metered water service installed for the purposes of fire protection, except for fire protection or preauthorized system testing.

6.4 Shut Off Valve and Restrictions on Equipment

No person shall attach any equipment for fire protection in a building to the Water Works system without the prior written approval of the Corporation. The piping for any such equipment shall be entirely separate from the piping used for any other purpose in the building and shall be equipped with a shut off valve located inside the building which shut off valve shall be sealed and under the exclusive control of the Corporation.

6.5 Breaking of Seal

No person shall break any seal attached to any equipment or appurtenances for fire protection except for the purpose of using water for fire extinction. Any occupant of the premises in which such seal has been broken shall forthwith report the breaking to the Director of Public Works who shall cause the same to be resealed.

6.6 Installation of a Separate Fire Meter on a Fire Line

The Corporation may require the installation of a separate water meter or fire meter on a fire line, in which case the cost of the supply, installation and maintenance thereof shall be borne by the Owner of the property of the building being serviced by such equipment. The main supply of water may be discontinued until the required meter is installed on the fire line so being served to the satisfaction of the Director of Public Works.

Part 7 – Prohibitions, Enforcement and Penalties

7.1 Damage to or Interference with Water Works

Every person who:

- (i) throws or deposits any injurious, noxious, or offensive material into the water or Water Works, or on the ice if the water is frozen, or in any way fouls the water, or commits any wilful damage or injury to the Water Works, or water, or encourages the same to be done; or
- (ii) wilfully removes, destroys, damages, fraudulently alters or in any way injures any main, water service connection, conduit, valve, hydrant, or other appurtenance or apparatus or thing belonging to the Corporation's Water Works;

is guilty of an offence and on conviction is liable to a fine, exclusive of costs, to the use of the Corporation, and is also liable for all damages occasioned thereby, which are recoverable under the *Municipal Act, 2001*, or provisions of the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.

7.2 Interference with or Damage to a Water Meter

Every person who wilfully or maliciously removes or damages or causes or knowingly suffers to be removed or damaged any water meter, or associated apparatus thereof, belonging to the Corporation, or wilfully impairs or knowingly suffers the same to be altered or impaired, so that the water meter

indicates less than the actual amount of the water that passes through it, including the unauthorized use of a meter by-pass, is guilty of an offence and on conviction is liable to a fine, exclusive of costs, to the use of the Corporation, and for any expenses of repairing or replacing the water meter, or associated apparatus thereof, plus the value of the unmeasured water so consumed, all of which is recoverable under the *Municipal Act, 2001*, or the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.

7.3 Prohibitions and Other Offences

Every person who:

- (i) fails to construct a private water lateral, private distribution system or to install a private hydrant in conformance with Corporation approved Standards;
- (ii) having been given appropriate and adequate notice, fails to provide access for the purposes of inspecting and ensuring compliance with this Schedule, including access to private distribution systems and/or hydrants;
- (iii) having been given appropriate and adequate notice, fails to provide access for the purpose of the inspection, maintenance, repair, modification or replacement to a water meter or a valve or backflow prevention devices or hydrant and associated pipes and appurtenances; including those forming part of a private water distribution system or private hydrant system;
- (iv) fails to inspect and maintain a private water distribution system, or private hydrant, in conformance with Corporation approved Standards, and/or fails to supply an annual report on the inspection upon request, as required by this Schedule;
- (v) wilfully hinders or interrupts, or causes or procures to be hindered or interrupted, the Corporation or any of its officers, contractors, agents, servants or workers, in the exercise of any of the powers conferred by this Schedule;
- (vi) wilfully or negligently lets off or discharges water so that the water runs waste or useless out of the Water Works;
- (vii) without lawful authority, tampers with, operates, uses, opens or closes a fire hydrant, including a private fire hydrant, other than for fire fighting purposes;
- (viii) alters the approved colour scheme of any fire hydrant including private fire hydrants;
- (ix) without lawful authority, manipulates, opens or closes any valve of the Water Works or a private water distribution system;
- (x) obstructs or fails to ensure or provide the free access to any hydrant, valve, meter, remote reader, or meter chamber; of the Water Works, private water lateral or private distribution system;
- (xi) without a permit, lays, or causes to be laid, any pipe or main to connect with any pipe or main of the Water Works;
- (xii) fails to inform the Director of Public Works that installation of a private water lateral or private water distribution system, or private hydrant installation, is available for inspection;
- (xiii) connects a private water lateral, a private water distribution system, or private hydrant, to the Water Works prior to disinfection and inspection;
- (xiv) made or caused to be made or permitted a pipe connection to a private water lateral or private distribution system other than on the outlet side of a Corporation meter;

- (xv) without approval, wilfully consumes water from the Water Works and/or wilfully consumes water that is not being registered through a Corporation meter where installed, or fails to report the taking and/or consumption of water from the Water Works as may be required by the Corporation or under the terms of this Schedule;
- (xvi) has an unauthorized meter by-pass in place capable of lessening or altering the amount of water registered;
- (xvii) removes, alters or tampers with any seal placed upon a meter, valve or by-pass;
- (xviii) without lawful authority uses water from a fire service for purposes other than fire fighting;
- (xix) fails to obtain a water connection permit as set out in this Schedule;
- (xx) except as authorized by this Schedule, fails to provide a place for and install a Corporation meter and/or remote reader in conformance with the Corporation's Standards;
- (xxi) fails to adequately protect from damage, including from freezing, a Corporation meter and/or remote reader;
- (xxii) backfills a private water lateral trench, or a private water distribution system trench, or a corporation or private hydrant connection trench without prior approval;
- (xxiii) turns off or on or interferes with a private water lateral or a private water distribution system without the approval of the Director of Public Works;
- (xxiv) fails to provide written notification that a private water lateral, or a private water distribution system connection, or a private hydrant connection has been disconnected;
- (xxv) blanks or caps, or causes or permits to be blanked or capped, any private water lateral or private distribution system connection, or private hydrant connection, without prior approval;
- (xxvi) fails to provide excavation, backfill and reinstatement to enable the blanking or capping of a private water lateral, or a private distribution system connection, or a private hydrant connection as required by this Schedule;
- (xxvii) has, creates, or permits or causes to be created a cross-connection;
- (xxviii) operates or permits to be operated any Corporation or private fire hydrant without an approved cut-off valve and backflow prevention devices;
- (xxix) fails to obey and conform to the water use restrictions imposed by Council, or temporary water use restrictions imposed by the Director of Public Works;
- (xxx) undertakes or permits to be undertaken, thawing operations of any section or part of the Water Works, or to private lateral or private distribution systems, or any hydrants, without the prior approval of the Director of Public Works; and/or
- (xxxi) fails to repair a leak in a private water lateral within seven (7) days of notice.

is guilty of an offence, and on conviction is liable to a fine, exclusive of costs, to the use of the Corporation, pursuant to the provisions of the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.

7.4 Enforcement and Penalties

7.4.1 Contravention of By-law

Except as otherwise provided in this Schedule, and except as otherwise provided in the *Municipal*

Act 2001, as amended, any person or persons who contravenes the provisions of this Schedule is guilty of an offence and on conviction is liable at the discretion of the presiding Justice of the Peace or Judge of the Ontario Court, Provincial Division, or other relevant Justice or Judge or Court, to a fine, exclusive of costs, for each offence, to the use of the Corporation, pursuant to the provisions of the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33 and amendments thereto.

7.4.2 Guilty of Contravention of By-law

Every person who contravenes Part 7, Subsections 7.1, 7.2 or 7.3 of this Schedule is liable to the set fines established under Appendix "1" annexed hereto as amended from time to time.

7.4.3 Notice of Violation

Any person found to be in contravention of this Schedule, shall be issued a notice of such violation. Every such person may, within seventy-two (72) hours of the time when such notice was issued, pay at the City of Temiskaming Shores Municipal Offices the set fine or fines for and in full satisfaction of such violation as set out in Appendix "1" annexed hereto. The failure of such person to pay the said set fine or fines as set forth in Appendix "1" hereto, subjects him or her to the penalties hereinbefore provided for the violation of the provisions of this Schedule, and at the discretion of the Corporation, water supply to said person may be discontinued. Unpaid set fines shall be added to the Owner's next water billing.

7.4.4 Set Fines

The set fines described herein shall come into force and effect upon receipt of the Judge's Order from the Ministry of the Attorney General.

7.4.5 Enforcement

This Schedule shall be enforced by:

- (i) Public Works Environmental Superintendent;
- (ii) the Municipal By-Law Enforcement Officers;
- (iii) the Chief Building Official; or
- (iv) the Building and Planning Inspectors

of the Corporation of the City of Temiskaming Shores, as appropriate.

7.4.6 Court Order

The court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted, and such order shall be in addition to any other penalty imposed on the person convicted.

7.4.7 Liability to Corporation

Every person who, by act, default, neglect or omission, occasions any loss, damage or injury to the Water Works, or to any machinery, fitting or appurtenance thereof is liable to the Corporation therefore.

7.4.8 Corporation's Rights and Powers

No action or proceeding under the provisions of this Schedule shall preclude the Corporation from the right and power to exercise any other right or remedy available to the Corporation.

7.5 Recovery of Revenue Losses

7.5.1 Entitlement to Revenue Recovery

In addition to the remedies provided under this Schedule, the Corporation shall be entitled to recover from the Owner and/or Customer any loss of water or sewer revenues which have resulted from any violation of the provisions of this Schedule, whether or not the violation was committed wilfully or knowingly or unknowingly.

7.5.2 Amount of Revenue Recovery

The amount of revenue recovery shall be determined by the Treasurer in consultation with the Director of Public Works and/or Chief Building Official as appropriate based on the evidence provided as follows:

- (i) the estimated length of time over which the offence occurred and revenue was lost;
- (ii) the estimated amount of water usage and/or sewer discharge over that period; and
- (iii) the applicable water and sewer rates over that period as established by Corporation by-law.

7.5.3 Appeal of Revenue Recovery

An appeal of the revenue amount to be recovered as determined by the Treasurer under Subsections 7.5.1 and 7.5.2 may be made in writing to Council.

Part 8 – Miscellaneous

8.1 Act Provisions

The pertinent provisions of the *Municipal Act 2001*, the *Safe Drinking Water Act*, the *Ontario Water Resources Act*, the *Building Code Act*, the *Fire Protection and Prevention Act*, the Ontario Building Code, and the Ontario Fire Code and amendments thereto apply with necessary modifications to this Schedule.

8.2 Partial Invalidity

If any provision of this Schedule application thereof shall to any extent be invalid or unenforceable, the remainder of the Schedule and/or the application of such provision to the circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby; and each provision of this Schedule shall be separately valid and enforceable to the fullest extent permitted by law.

8.3 Conflict of Provisions

In the event of a conflict between this Schedule and the provisions of any other by-law or statute, the provisions that are the most restrictive shall prevail.

Part I – Provincial Offences Act

Offences and Set Fines

Item #	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	Short Form Wording	Provision Creating or Defining Offence	Set Fine
1	Fails to construct a private water lateral, private distribution system, private hydrant in conformity.	7.3 (i)	\$125
2	Upon notice, fails to provide access for inspection to ensure compliance with this Schedule	7.3 (ii)	\$125
3	Upon notice, fails to provide access to inspect, maintain, repair water meter, valve, backflow device or hydrant.	7.3 (iii)	\$125
4	Fails to inspect and maintain private water system, private hydrant in accordance to standards or fails to supply an annual report on the inspection upon request.	7.3 (iv)	\$125
5	Hinders or interrupts officers, contractors, agents servants or workers of the Corporation.	7.3 (v)	\$125
6	Negligently discharges water so that water runs waste or useless out of the Water Works.	7.3 (vi)	\$125
7	Without authority, tampers with, operates, uses, opens or closes a fire hydrant, including a private hydrant other than for fire fighting purposes.	7.3 (vii)	\$125
8	Alters colour scheme of any fire hydrant including private hydrants	7.3 (viii)	\$125
9	Without authority manipulates, opens or closes any valve of the Water Works or a private water distribution system.	7.3 (ix)	\$125
10	Fails to ensure free access to any hydrant, valve, meter, remote reader, or meter chamber of the Water Works, private lateral or private distribution system.	7.3 (x)	\$125
11	Without a permit, lays or causes to be laid, any pipe or main to connect with any pipe or main of the Water Works	7.3 (xi)	\$125
12	Fails to inform the Director of Public Works that installation of a private water lateral or private water distribution system, or private hydrant installation, is available for inspection.	7.3 (xii)	\$125
13	Connects a private water later, a private water distribution system, or private hydrant to the Water Works prior to disinfection and inspection.	7.3 (xiii)	\$125
14	Makes or permits a pipe connection to a private water lateral or private distribution system other than on the outlet side of a Corporation meter.	7.3 (xiv)	\$125
15	Without approval, consumes water that is not being registered through a Corporation meter where installed, or fails to report the taking and/or consumption as may be required under this Schedule	7.3 (xv)	\$125
16	Has an unauthorized meter by-pass capable of lessening or altering the amount of water registered	7.3 (xvi)	\$125
17	Removes, alters or tampers with any seal placed upon a meter, valve or	7.3 (xvii)	\$125

Item #	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	Short Form Wording	Provision Creating or Defining Offence	Set Fine
	by-pass		
18	Without lawful authority uses water from a fire service for purposes other than fire fighting.	7.3 (xviii)	\$125
19	Fails to obtain a water connection permit as set out this Schedule.	7.3 (xix)	\$125
20	Fails to provide a place for and install a Corporation meter and/or remote reader in conformance with the Corporation's standards.	7.3 (xx)	\$125
21	Fails to adequately protect from damage, including freezing, a Corporation meter and/or remote reader.	7.3 (xxi)	\$125
22	Backfills a private water lateral trench, or a private water distribution system trench, or a corporation or private hydrant connection trench without prior approval.	7.3 (xxii)	\$125
23	Turns off or on or interferes with a private water lateral or a private water distribution system without the approval of the Director of Public Works.	7.3 (xxiii)	\$125
24	Fails to provide written notice that private water lateral, private water distribution system connection or private hydrant connection has been disconnected.	7.3 (xxiv)	\$125
25	Blanks or caps any private water lateral, private distribution system connection or private hydrant connection without prior approval.	7.3 (xxv)	\$125
26	Fails to provide excavation, backfill and reinstatement to enable blanking or capping of private water lateral, private distribution system connection or private hydrant as required by this Schedule.	7.3 (xxvi)	\$125
27	Has, creates, or permits or causes to be created a cross-connection.	7.3 (xxvii)	\$125
28	Operates or permits to be operated any Corporation or private fire hydrant without an approved cut-off valve and backflow prevention device	7.3 (xxviii)	\$125
29	Fails to obey and conform to the water use restrictions imposed by Council, or temporary water use restrictions imposed by the Director of Public Works.	7.3 (xxix)	\$125
30	Undertakes or permits to be undertaken, thawing operations of any section or part of the Water Works, or to private lateral, private distribution system or any hydrant without prior approval of the Director of Public Works.	7.3 (xxx)	\$125
31	Fails to repair a leak in a private water lateral within seven (7) days of notice.	7.3 (xxxi)	\$125

Subject: 2016 Summer Concession Operations **Report No.:** RS-011-2016
Agenda Date: May 3, 2016

Attachments

Appendix 01: Form of Proposal

Appendix 02: Application - Hlby Beach Concession – Rick’s Magic Touch

Appendix 03: Application - Rotary Farr Park Concession – Barbara Ellen Treen

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-011-2016 for information purposes.

Background

The municipality has the potential to operate the following summer concessions:

- Haileybury Beach
- Rotary Farr Park
- Dymond Recreation Park

The Haileybury Harbourfront is not included as there are a number of different organizations and rentals that require the space including Art in the Park and weddings.

The Mini-Putt Concession is under a separate lease agreement with Jacob Laforest.

Each March the municipality advertises for operators of the concessions and this year an advertisement was placed in the Temiskaming Speaker City Bulletin the week of March 16, March 23 and March 30, 2016.

Analysis

The Form of Proposal is attached as Appendix 01. One application was received for the operation of the Haileybury Beach Concession from Rick’s Magic Touch in the amount of \$500 for the months of July and August. The application is attached as Appendix 02. Staff has met with the applicant on site and a few improvements are required to meet Timiskaming Health Unit requirements.

One application was received for the operation of the Rotary Farr Park concession from Barbara Ellen Treen – Ben-ZZ’s in the amount of \$350 for July and August. The application is attached as Appendix No. 3 to the report. Staff will be meeting with the applicant on site to determine what improvements are required to meet Timiskaming Health Unit Requirements.

No applications were received for the Dymond Recreation Park.

The presence of a concession operation is an attraction in the park areas. The success of Big Scoops at the New Liskeard waterfront attests to this. It has been a number of years that the Haileybury Beach and Rotary Farr Park has been operated and it would be a good pilot year to see if it is feasible.

The facilities do not lend themselves to items that require on-site cooking, however they are ideal for pre-packaged items. A few small improvements are required at each locations such as the installation of a sink and small counter top and a paint job.

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 revenue from the operations of the summer concessions is not included in the 2016 operating budget.

The two concessions have been vacant for several years and require a small investment of approximately \$600 (through the Parks Maintenance/Materials and Supplies budget) to make them suitable for use.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

Document Title: **Concessions**

Opening Date: **April 12, 2016**

Inquiry Contact: **Paul Allair**

Opening Time: **2:00 pm**

Description: **Operation of various Concessions**

Form of Proposal

Applicant: *RICK'S MAGIC TOUCH*

<input checked="" type="checkbox"/> Beach	<input type="checkbox"/> Farr Park	<input type="checkbox"/> Harbour	<input type="checkbox"/> Dym Park
Rent for Season (July/August):		<i>500.⁰⁰/Season</i>	
<input checked="" type="checkbox"/> Confectionary Items	<input checked="" type="checkbox"/> Other Items		

Applicant:

<input type="checkbox"/> Beach	<input type="checkbox"/> Farr Park	<input type="checkbox"/> Harbour	<input type="checkbox"/> Dym Park
Rent for Season (July/August):			
<input type="checkbox"/> Confectionary Items	<input type="checkbox"/> Other Items		

Applicant: *BARIS TREEN*

<input type="checkbox"/> Beach	<input checked="" type="checkbox"/> Farr Park	<input type="checkbox"/> Harbour	<input type="checkbox"/> Dym Park
Rent for Season (July/August):		<i>350.⁰⁰/Season</i>	
<input checked="" type="checkbox"/> Confectionary Items	<input checked="" type="checkbox"/> Other Items		

Applicant:

<input type="checkbox"/> Beach	<input type="checkbox"/> Farr Park	<input type="checkbox"/> Harbour	<input type="checkbox"/> Dym Park
Rent for Season (July/August):			
<input type="checkbox"/> Confectionary Items	<input type="checkbox"/> Other Items		

Applicant:

<input type="checkbox"/> Beach	<input type="checkbox"/> Farr Park	<input type="checkbox"/> Harbour	<input type="checkbox"/> Dym Park
Rent for Season (July/August):			
<input type="checkbox"/> Confectionary Items	<input type="checkbox"/> Other Items		

Applicant:

<input type="checkbox"/> Beach	<input type="checkbox"/> Farr Park	<input type="checkbox"/> Harbour	<input type="checkbox"/> Dym Park
Rent for Season (July/August):			
<input type="checkbox"/> Confectionary Items	<input type="checkbox"/> Other Items		

Applicant:

<input type="checkbox"/> Beach	<input type="checkbox"/> Farr Park	<input type="checkbox"/> Harbour	<input type="checkbox"/> Dym Park
Rent for Season (July/August):			
<input type="checkbox"/> Confectionary Items	<input type="checkbox"/> Other Items		

Applicant:

<input type="checkbox"/> Beach	<input type="checkbox"/> Farr Park	<input type="checkbox"/> Harbour	<input type="checkbox"/> Dym Park
Rent for Season (July/August):			
<input type="checkbox"/> Confectionary Items	<input type="checkbox"/> Other Items		

Comment : Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name

Representing

Signature

LINDA MCKNIGHT

C of T. S.

Linda McKnight

Chris Oslund

City Manager / Deputy Clerk

Chris Oslund

TAMMIE CAROWE

City of T. Shores

[Signature]

NOTE: DAVE TREEN DECLARED A CONFLICT OF INTEREST AS HIS SPOUSE SUBMITTED A BID

APPLICATION FOR THE OPERATION OF CONCESSIONS



- Haileybury Beach
- Haileybury Rotary Farr Park
- Haileybury HarbourFront
- Dymond Recreation Park

(IF APPLYING TO OPERATE MORE THAN ONE CONCESSION USE ONE FORM PER CONCESSION)

APPLICATION BY: Rick's Magic Touch Catering

Address of Residence or Business: P.O. Box 131 Earleton

Phone Number (705) 648-5447 Email address: hobson@nt.net

For use of the premises I/we will pay \$ 500 per season (July and August) plus HST (includes utilities).

Under this tender I/we propose to provide the following services:

- Confectionery Items (Pre-packaged) Describe: Chips, candy, etc.
- Other Items Describe: See annex

THE APPLICANT DECLARES THAT:

1. I/we understand that the minimum terms and conditions are as follows:
 - a. Term of agreement: July/August 2014 16
 - b. Open daily for July & August
 - c. General liability insurance of not less than \$1,000,000. (If serving food that requires See insurance annex cooking/frying and/or food handling)
 - d. Must have a current Business License with the City of Temiskaming Shores
2. This application is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons, making an application for the same work, and is in all respects fair and without collusion or fraud.
3. The several matters stated in the said application are in all respects true.
4. If this proposal is accepted, the applicant agrees to furnish, for the proper fulfillment of the lease agreement, all documentation as required to execute such lease agreement within ten (10) days after being notified to do so by municipal staff.

Richard Hobson
Name of Applicant (print)

[Signature]
Signature of Applicant

April 11/2016
Date

PLEASE ATTACH A PROPOSAL AND DESCRIPTION OF EXPERIENCE IN CONCESSION/RETAIL OPERATIONS

Rick's Magic Touch Catering

Food Service experience 31 yrs

Beach Concession Menu

Beverages

Gatorade	\$3.00
Pepsi	\$2.50
Diet Pepsi	\$2.50
Gingerale	\$2.50
7-Up	\$2.50
Root beer	\$2.50
Ice tea	\$2.50
Lemonade	\$2.50
Juice box	\$1.50
Kickstart	\$3.00

Cold Treats

Slushie	\$2.50
Ice cream	T.B.C
Sundae	T.B.C
Banana split	T.B.C
Smoothie	\$4.00

Hot Foods

Hamburger	\$4.00
Hot dog	\$3.00
Clubhouse	\$7.00
B.L.T.	\$4.00
Turkey sandwich	\$4.00
Pulled Pork on a Kaiser	\$4.00

Food Service Experience

Rick's Magic Touch Catering
1990 to present

ESCSM high school
2007 to present

Northern College Haileybury Campus
2008 to present

Northern College Kirkland Lake Campus
2010 to present

Haileybury Golf Club
2010 to present

Stepping Stones Daycare
2015 to present

Don Shepherdson Arena
2014 to present

CSIO

CERTIFICATE OF INSURANCE

DATE (YY/MM/DD) 16/04/08

BROKER Assurance Aubin Ins Brokers
1020 Front Street, Box 820
Hearst, ON P0L 1N0

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

BROKER'S CLIENT ID: RICKS-3

COMPANIES AFFORDING COVERAGE

COMPANY A Travelers

INSURED'S FULL NAME AND MAILING ADDRESS

Rick's Magic Touch o/b
Richard Hobson
Box 131
Earlton, ON P0J 1E0

COMPANY B

COMPANY C

COMPANY D

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: TYPE OF INSURANCE, CO LTR, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS OF LIABILITY. Includes rows for Commercial General Liability, Automobile Liability, Excess Liability, and Other Liability.

This Confirmation of Coverage is subject to all terms and conditions. Notices of cancellation will be subject only to insurance statutes. Amendments to a policy after issuance will be accepted if made by the applicant. Assurance Aubin Insurance Brokers or its represented insurers will not accept any responsibilities for any contractual obligations.

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS
Haileybury Beach Concession; food concession tender. It is understood and agreed that if the contract is obtained, I will contact Aubin Insurance to add the operation on my policy.

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 0 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

SIGNATURE OF AUTHORIZED REPRESENTATIVE
[Signature]

PRINT NAME INCLUDING POSITION HELD
Louise Maheux
Registered Insurance Broker

FAX NUMBER
705-362-7073

EMAIL ADDRESS
lmaheux@aubininsurance.co

COMPANY
Aubin Insurance Brokers Ltd

DATE
16/04/08

CSIO CERT (200008)

BEN – ZZ's

April 11, 2016

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

Attention: Tammie Caldwell, Recreation Director

Re: Rotary Farr Park – Concession Operation

Dear Tammie:

Please find enclosed our submission with respect to the operation of a Concession Stand at the Rotary Farr Park on Morissette Drive. Our submission includes a rental fee of \$350 for the season (July/August) plus HST. Also enclosed is a list of Confectionary Items (pre-packaged) to be sold initially. Anticipated hours of operation will be Monday to Friday (6:00 p.m. to 10:00 pm) and during scheduled special events (i.e. tournament) on weekends.

Unfortunately due to the extended winter season we were unable to access the interior of the building with the objective of determining the cleanliness of the facility. It is understood that this facility has not been operated as a concession for over 15 years and that there are no appliances (fridge, freezer, stove, etc.) within the structure.

Based on the Timiskaming Health Units manual entitled "Opening or Renovating a Food Premises" there are minimum requirements with respect to the general condition of the overall space, floors, walls/ceilings, lighting, shelving, etc. It is anticipated that some level of upgrading will be required in order to meet the standards of a mandatory Health Unit inspection.

As part of our proposal we would like to work cooperatively with the City to ensure that the facility meets these requirements.

If our proposal is accepted, we look forward to the opportunity to serve the public at Rotary Farr Park.

Yours truly,


Barbara Ellen Treen

APPLICATION FOR THE OPERATION OF CONCESSIONS



- Haileybury Beach
- Haileybury Rotary Farr Park
- Haileybury HarbourFront
- Dymond Recreation Park

(IF APPLYING TO OPERATE MORE THAN ONE CONCESSION USE ONE FORM PER CONCESSION)

APPLICATION BY: BARBARA ELLEN TREEN

Address of Residence or Business:

PO BOX 58; 74 CARTER BLVD, NORTH COBALT, ON
(705) 672-2281 Email address: dbtreen17@gmail.com POJ 1 R 0

For use of the premises I/we will pay \$ 350 per season (July and August) plus HST (includes utilities).

Under this tender I/we propose to provide the following services:

- Confectionery Items (Pre-packaged) Describe: SEE MENU ATTACHED
- Other Items Describe: TREAT NIGHT PACKAGES

THE APPLICANT DECLARES THAT:

1. I/we understand that the minimum terms and conditions are as follows:
 - a. Term of agreement: July/August 20146
 - b. Open daily for July & August
 - c. General liability insurance of not less than \$1,000,000. (If serving food that requires cooking/frying and/or food handling)
 - d. Must have a current Business License with the City of Temiskaming Shores
2. This application is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons, making an application for the same work, and is in all respects fair and without collusion or fraud.
3. The several matters stated in the said application are in all respects true.
4. If this proposal is accepted, the applicant agrees to furnish, for the proper fulfillment of the lease agreement, all documentation as required to execute such lease agreement within ten (10) days after being notified to do so by municipal staff.

BARBARA ELLEN TREEN Barbara E. Treen April 11, 2016
 Name of Applicant (print) Signature of Applicant Date

PLEASE ATTACH A PROPOSAL AND DESCRIPTION OF EXPERIENCE IN CONCESSION/RETAIL OPERATIONS

Confectionary Items

SNACKS

Chocolate Bars	\$1.50
Chips	\$1.50
Peanuts	\$2.00
Bagged Candy	\$1.00
Crispy Minis	\$2.50
Granola Bar	\$1.00
Rice Crispy Square	\$1.50
Gum	\$2.00
Klondike Bar	\$2.50
Ice Cream Sandwich	\$2.00
Drumsticks	\$2.50
Ice Cream Bar	\$2.00
Activia (90 g)	\$1.00
Yogurt Tube	\$0.75
Popsicle	\$0.75
Freezy	\$1.00 (L) \$0.50 (S)

DRINKS

Coffee / Tea	\$1.50
Hot Chocolate	\$1.50
Pop (can)	\$1.25
Gatorade	\$2.50
Milk	\$2.00 (L) \$1.50 (S)
Water	\$1.00
Juice Box	\$0.75

BENZZZS

Is it your Treat Night?

Variety of packaged treats to accommodate 14 players.

Package No. 1	14 Frozen yogurt tubes	
	+ 14 Juice Boxes	\$18.00
Package No. 2	14 Rice Crispy Squares	
	+ 14 Juice Boxes	\$22.00
Package No. 2	14 Ice Cream Sandwiches	
	+ 14 Juice Boxes	\$26.00

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: April 25, 2016
Subject: Deeming By-law - 250 Little Street
Attachments: **Appendix 01** - Request for Deeming By-law
Appendix 02 - Draft Deeming By-law

Mayor and Council:

Richard MacDonald has submitted a request for a deeming by-law for his property at 250 Little Street, Haileybury. The property is comprised of Lots 54 and 55 on Plan M-30 NB. Mr. MacDonald has submitted a building permit application to construct a new detached garage on the property.

The Zoning By-law permits a maximum building area of 40% and based on the area of the existing house and the proposed garage this requirement could not be met on the lot on which the garage is proposed. The deeming by-law is required to merge the lots and allow the area of the adjacent lot to be included in the calculations.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Residential (R) in the Town of Haileybury Zoning By-law 85-27.

If the Deeming By-law is passed it will be registered on title at the owners' expense and MPAC will be notified of the change. It is recommended that Council pass the deeming by-law.

Prepared by: _____ Reviewed and submitted for
Council's consideration by:

"Original signed by"

Jennifer Pye
Planner

"Original signed by"

Christopher W. Oslund
City Manager

April 25, 2016

I, Richard MacDonald, am the owner of the property at 250 Little Street in Haileybury, which is made up on lots 54 and 55 on plan M30NB. I have applied for a building permit to construct a garage on my property and am requesting Council pass a deeming by-law in order to merge on title lots 54 and 55.

I authorize the City to send the approved deeming by-law to George Kemp for registration on title.

Sincerely,



Richard MacDonald
250 Little Street

The Corporation of the City of Temiskaming Shores

By-law No. 2016-000

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision
250 Little Street – Roll No. 54-18-030-006-062.00**

Whereas Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

And whereas the property owner has requested that the following properties be merged on title: Lots 54 and 55, Plan M30NB, Parcel 15707SST;

And whereas Council considered Memo No. 007-2016-CGP at the May 3, 2016 Regular Council meeting and directed to prepare the necessary deeming by-law for consideration at the May 3, 2016 Regular Council meeting;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as
 - a) Parcel 15707SST, Plan M30NB, Lot 54 and 55;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



250 Little Street

Subject: FPT Holdings Limited Subdivision Agt.
Dawson Point Road (54-T-16001)

Report No.: CGP-011-2016
Agenda Date: May 3, 2016

Attachments

Appendix 01: Draft Subdivision Agreement – See By-law No. 2016-075

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-011-2016; and
2. That Council agrees to repeal By-law No. 2013-199 and directs staff to prepare the necessary by-law to authorize the execution of a new subdivision agreement with FPT Holdings Limited for the Dawson Point Road Subdivision for consideration at the May 3, 2016 Regular Council meeting.

Background

Council agreed to approve the FPT Holdings Limited proposed 26-lot plan of subdivision on March 15, 2016. The appeal period expired on April 5, 2016, and no notices of appeal were filed. Draft approval was issued on April 6, 2016, with one of the conditions being that the developer enter into a subdivision agreement with the City.

A subdivision agreement was entered into under the previous draft plan approval for this subdivision which lapsed in January, 2016. Since the previous draft approval was issued, the Ministry of Municipal Affairs and Housing has delegated approval authority for plans of subdivision to the City. Staff have also re-evaluated the collection of security deposits for the installation of services on privately-owned property. These considerations have resulted in some changes being required to the previously adopted subdivision agreement, and as such it is recommended that the by-law adopting the previous agreement be repealed and a by-law to adopt the new agreement be passed.

Analysis

There were a number of places in the original agreement where the Ministry of Municipal Affairs and Housing was referenced as the approval authority for the plan of subdivision. These references have been changed to reflect the City as the approval authority. There were also a few places in the agreement where a specific staff position within the City was referenced and these have been changed, where required, to reference the City in general.

Subdivision agreements in the City have traditionally included clauses requiring the developer to submit a security deposit in the amount of 50% of the engineer's estimated costs for the installation of municipal water and sanitary sewer services, as well as the construction of the roadway(s) throughout the plan of subdivision. The agreements also contain provisions for the reduction and eventual release of the security deposits, including the submission of a deposit in the amount of 120% of the cost of surfacing the roads upon release of the security for the

construction of the roads. Staff have reviewed these requirements and have concluded that the submission of security deposits for services and road construction are not required as the installations are being done on private property and there is no risk to the City if the work is not completed. Upon completion of the installation of services and construction of the roadway, the work is inspected by the developer's engineer and the Director of Public Works issues a Completion Certificate. Issuance of the Completion Certificate initiates a 1-year maintenance guarantee period during which the developer is responsible for any issues with the services and roads. The City passes a by-law to assume the services and roadways for public use in order to allow the issuance of building permits. Upon the expiration of the maintenance guarantee period the City passes a by-law to assume the services and roads as City infrastructure.

The previous agreement allowed the City to retain 5% of the amount of the installation of the services through the maintenance guarantee period and included a provision allowing the City to recover any additional costs in a like manner as taxes owing. The current agreement removes the clause for the retention of 5% of the installation costs, but includes the allowance to collect any additional costs in a like manner as taxes owing.

The requirement remains for the developer to submit a deposit in the amount of 120% of the estimated costs to complete the asphalt surfacing of the roads. The developer is required to complete this work within 3 years of the completion of the municipal services, or after 50% of the building construction has been completed, whichever occurs earlier. This provision is required to ensure the City can complete the work if necessary, as the roads and services will be owned by the City at this point and development in the subdivision will be underway.

Financial / Staffing Implications

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

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
 "Original signed by" _____	 "Original signed by" _____	 "Original signed by" _____
Jennifer Pye Planner	Kelly Conlin Director of Corporate Services (A)	Christopher W. Oslund City Manager

Memo

To: Mayor and Council
From: Laura-Lee MacLeod, Treasurer
Date: May 3, 2016
Subject: By-laws for Final Tax Billing Process
Attachments: **Appendix 01** – Setting Limits for Property Classes By-law
Appendix 02 – Decrease Limits for Certain Property Classes By-law

Mayor and Council:

Annually, once the budget by-law has been passed, certain by-laws are required to be considered in order to move forward with the final tax billing for the year. These by-laws include Tax Ratios, Tax Rates, Setting Limits for Property Classes, Establish Decrease Limits for Certain Property Classes and Water/Sewer Rates.

The tax ratios and tax rates were presented to Council in Administrative Report CS-004-2016 on May 3, 2016. Two (2) by-laws deal with the capped properties being properties within the Multi-Residential, Commercial and Industrial Classes and finally the Water/Sewer Rates for all municipal water/sewer users.

The Minister of Finance passes legislation relating to capped properties. Ontario Regulation 73/03 as amended by Ontario Regulation 102/16 offers the City additional tools with which to deal with its capped properties. The regulations are being amended annually to provide options that will eventually provide taxation for all properties in the capped classes at current value assessment (CVA).

Setting Limits for Property Classes:

New to the program this year are the following options:

CVA Tax Limit (Revised) – the maximum tax limit has been increased from 5% to 10%. The selected percentage increase is applied to the previous year's CVA Taxes for capped properties.

Threshold for Increasers and Decreasers (Revised) – the maximum \$ threshold to snap a property to CVA Tax if the adjusted tax is within +/- \$250 of CVA Tax, has been increased to \$500.

Exit Capping Immediately (New) – if eligible and adopted, every property within a particular capped class (multi-residential, commercial and industrial) would no longer be protected or clawed back. There would be no capping related adjustment to the final tax bills or in-year tax bills beginning the current effective year. Every property in the class would pay CVA Tax on a go forward basis. A class is eligible for this option when all properties in the class were taxed at CVA tax at previous year's final billing based on OPTA's frozen Capping Report.

Capping Phase-out (new): if eligible and adopted, every property in a particular capped class (multi-residential, commercial and industrial) would move towards CVA Tax over a four (4) year phase-out period. In Year 4 capping legislation no longer applies to the class and every property in the class would be at CVA Tax and would continue to pay CVA Tax on a go forward basis. A class is eligible for this option when all properties in the class were within 50% of CVA tax at the time of the previous year's final billing based on OPTA's frozen Capping Report.

The Treasurer has reviewed all the capping options and is recommending the utilization of all available capping options at their maximum limits.

Impact to Capped Properties:

If the City utilizes all the available tools available for capped properties the following outcomes will be realized:

Exit Capping Immediately – in 2015 all properties within the Multi-Residential class were at CVA; therefore the class is eligible for this option and will be removed from the capping program in 2016.

Capping Phase-out – in 2015 all properties within the Commercial and Industrial classes were within 50% of CVA tax; therefore both classes for this option.

CVA Tax Limit, Threshold for Increases and Decreases – by increasing the maximums to 10% and +/- \$500 respectively and utilizing all other capping options that remained unchanged, all capped properties in the Commercial and Industrial classes will be taxed at CVA in 2016. Therefore in 2017, the City will be able to completely opt out of the capping program.

Draft copy of the by-law Setting Limits for Property Classes is attached as Appendix 01 for your review and consideration.

Establish Decrease Limits for Certain Property Classes:

The limits in this by-law are determined by the optional tax tools that the City selects as part of the final tax bill capping analysis. Once the analysis is complete it determines the levels of decrease to be retained or clawed back.

As the tax tools recommended for the 2016 capping program bring all capped properties to CVA, 100% of the decrease is retained and 0% is clawed back.

The by-law is still required to be passed by Council until such time as all properties are opted out of the program.

Draft copy of the by-law to Establish Decrease Limits for Certain Property Classes is attached as Appendix 02 for your review and consideration.

Water/Sewer Rates:

The 2016 Water and Sewer rates will be presented at the May 17, 2016 Regular Council meeting.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Laura Lee MacLeod
Treasurer

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2016-000

**Being a by-law to adopt optional tools
for the purpose of administering limits for the
Commercial, Industrial and Multi-residential property classes**

Whereas the Corporation of the City of Temiskaming Shores (hereinafter referred to as "*the Municipality*") may, in accordance with Section 329.1 of the *Municipal Act*, 2001, S.O. 2001 c25, as amended (hereinafter referred to as "*the Act*"), and Ontario Regulation 73/03, as made and amended under *the Act*, modify the provisions and limits set out in Part IX of *the Act*, with respect to the calculation of taxes for municipal and school purposes for properties in the commercial, industrial and multi-residential property classes;

And whereas this by-law shall only apply to properties in any of the Commercial, Industrial and Multi-Residential property classes to which Part IX of *the Act* applies;

And whereas for the purposes of this by-law the commercial classes shall be considered a single property class and the industrial classes shall be deemed to be a single property class;

And whereas "uncapped taxes" means, the taxes for municipal and school purposes that would be levied for the taxation year but for the application of part IX of *the Act*;

And whereas "capped taxes" means, the taxes for municipal and school purposes that shall be levied for the taxation year as a result of the application of Part IX of *the Act*;

And whereas Council may pass a by-law to apply any one or any combination the following options:

- a) Increase the annual cap from 5% of last year's capped taxes up to a maximum of 10% of last year's capped taxes; and/or
- b) Set an upper limit on annual increases at the greater of the amount calculated under (a) and up to 10% of the previous year's annualized CVA tax; and/or
- c) Establish a capping adjustment threshold of up to \$500 for increasing properties, decreasing properties or both, whereby no capping adjustment less than the threshold amount would be applied; and/or
- d) Exempt properties from the capping calculation where the previous year's capped taxes for the property were equal to the uncapped taxes for that year, and/or
- e) Exempt properties from the capping calculation where the previous year's capped taxes were less than previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current year's CVA taxes, or vise-versa.
- f) "Exit Capping Immediately" if a particular capped class is eligible. A class is eligible for this option when all properties in the class were taxed at CVA tax at previous year's final billing based on OPTA's frozen Capping Report.
- g) "Capping Phase-Out" if a particular capped class is eligible. A class is eligible for this option when all properties in the class were within 50% CVA tax at the time of the previous year's final billing based on OPTA's frozen Capping Report.

And whereas a by-law passed to adopt the provisions of Section 329.1 paragraphs 1 and 2 of *the Act* provides that such provisions shall also apply to Section 332 of *the Act* with respect to the “tenant cap” calculations;

And whereas the Council has reviewed the provisions of Section 329.1 of *the Act* and the provisions of Ontario Regulation 73/03, and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the Commercial, Industrial and Multi-Residential property classes;

And whereas Council considered Memo No. 008-2016-CS at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law for Setting Limits for Property Classes for consideration at the May 3, 2016 Regular Council meeting;

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

1. That paragraphs 1, 2, and 3, of Section 329.1(1) of the Act shall apply to the Commercial, Industrial and Multi-Residential property classes for 2016;

And that:

- (i) In determining the amount of taxes for municipal and school purposes for the year under Section 329 (1) and the amount of the tenant’s cap under Section 332 (5), the greater of the amounts determined under paragraphs a) and b) as set out below shall apply in determining the amount to be added under paragraph 2 of Section 329 (1), and the increasing amount under paragraph 2 of Section 332 (5),
 - (a) The percentage set out in Section 329(1) paragraph 2 and in Section 332 (5) paragraph 2 shall be ten per cent (10%), and
 - (b) The amount of uncapped taxes for the previous year multiplied by five per cent (10%).
 - (ii) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the uncapped taxes exceeds the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under Section 329, as modified under Section 329.1 of *the Act* and this by-law, by two-hundred and fifty dollars (\$500.00) or less.
 - (iii) The Exit Capping Immediately option shall be utilized for the Multi-Residential property class as the class meets the 100% prior year CVA taxes requirement.
 - (iv) The Capping Phase-out option shall be utilized for the Commercial and Industrial property classes as the classes meet the within 50% CVA taxes requirement.
2. And that paragraphs 1, 2 and 3, of Subsection 8.0.2(2) of Ontario Regulation 73/03 shall apply to the Commercial, Industrial and Multi-Residential property classes for 2016.
 3. And that properties that meet any of the following conditions shall be exempt from the capping calculations set out under Part IX of *The Act* for the 2011 taxation year:

- (i) The capped taxes for the property in the previous year were equal to its uncapped taxes for that year.
 - (ii) The capped taxes for the property in the previous year were lower than the property's uncapped taxes for that year, and the current year's capped taxes would be higher than the current year's uncapped taxes if Part IX were applied.
 - (iii) The capped taxes for the property in the previous year were higher than the property's uncapped taxes for that year, and the current year's capped taxes would be lower than the current year's uncapped taxes if Part IX were applied.
4. And that for all properties that become eligible within the meaning of Section 331 (20) of *the Act*, the taxes for municipal and school purposes for the year or portion of the year shall be the greater of,
- (i) The amount of the taxes determined for the property for 2016 under Section 331 (2), and
 - (ii) The amount of the uncapped taxes for the property for 2016 multiplied by one hundred per cent (100%).
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-000

**Being a by-law to establish decrease limits
for certain property classes**

Whereas The Corporation of the City of Temiskaming Shores may limit tax decreases for a taxation year pursuant to s.330. of the *Municipal Act*, 2001, S.O. 2001 C.25, as amended (hereinafter referred to as the “*Act*”) in order to provide for the recovery of foregone revenue resulting from the application of s.329 of the *Act* as modified by s.329.1 of the *Act*;

And whereas this by-law shall only apply to properties in a property class to which Part IX of the *Act* applies;

And whereas for the purposes of this by-law the commercial classes shall be considered a single property class and the industrial classes shall be deemed to be a single property class;

And whereas limits to the tax decreases for any class may only be established in order to recover all or part of the foregone revenue in respect of the same property class;

And whereas Council considered Memo No. 008-2016-CS at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law for Decrease Limits for certain Property Classes for consideration at the May 3, 2016 Regular Council meeting;

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

1. That pursuant to Section 330 of the *Municipal Act*, for the taxation year 2016, tax decreases for property in the following classes shall be subject to the following limitations:

Property Class	%Decrease Retained	%Decrease Clawback
Commercial Property Class	100.0%	0.0%
Industrial Property Class	100.0%	0.0%

Where:

- a) *Per Cent Decreased Retained* means the proportion of an anticipated assessment related tax decrease that is passed through in accordance with Part IX of the *Act*, and
 - b) *Per Cent Decrease Clawback* means the proportion of an anticipated assessment related tax decrease that is withheld in accordance with Part IX of the *Act*.
2. This by-law shall come into force and effect on the day of its final passing.
 3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: 2016 Tax Ratios and Tax Rates

Report No.: CS-004-2016
Agenda Date: May 3, 2016

Attachments

- Appendix 01:** Tax Levy Revenue and Tax Ratio Impact Summary by Class
- Appendix 02:** Tax Rate Comparison – 2015 Ratios vs 2016 Revenue Neutral Ratios
- Appendix 03:** Tax Scenarios
- Appendix 04:** Draft 2016 Tax Ratio By-law
- Appendix 05:** Draft 2016 Tax Rate By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-004-2016; and
2. That Council directs staff to prepare the necessary by-law to establish 2016 Tax Ratios and a by-law to establish 2016 Tax Rates utilizing the Revenue Neutral Tax Ratios for 2016 for consideration at the May 3, 2016 Regular Council meeting.

Background

In 2004, the Minister of Finance set the tax ratios for the newly amalgamated City of Temiskaming Shores. These ratios were initially provided to the City in the form of transition ratios which were considered to be revenue neutral. These initial ratios reflect the distribution of tax burdens, by class, as it was prior to the introduction of the new current value assessment system which was introduced in 1998.

The tax ratios are multiplied by the assessment of each class to provide the weighted assessment to be used in the calculation of the tax rates.

The residential tax ratio is 1.0; therefore the ratios are used to define the tax rate for each property class in relation to the tax rate for the residential property class.

The residential tax rate is calculated as follows:

$$\frac{\text{Tax Levy (amount to be raised through taxation)}}{\text{Total Weighted Assessment}} = \text{residential tax rate}$$

Up until 2008, any change to the transition tax ratios had to be approved by the Minister of Finance and was a very complicated process.

In 2009, the Minister of Finance amended the legislation regarding the tax ratios and municipalities now have the ability change the tax ratios annually if required. This

change came about due to the phase-in assessment program that was being implemented by MPAC. The Ontario Property Tax Analysis (OPTA) program now provides municipalities with the tools to review how a shift from using prior year tax ratios to revenue neutral tax ratios will impact the various tax classes.

The City has been utilizing revenue neutral tax ratios in the calculation of its annual tax rates.

Analysis

On December 8, 2015, Council passed Resolution No. 2015-697 directing staff to set a 1% tax levy increase for the purpose of finalizing the 2016 Municipal Budget. Resolution No. 2015-719 was passed on December 15, 2015 adopting the 2016 General Operating Budget in principle and By-law No. 2016-055 was passed on April 19, 2016 formally adopting the 2016 Municipal Budget and setting the 2016 tax levy at \$12,557,136.

The 1% increase in levy equates to an increase in the municipal revenues from 2015 to 2016 in the amount of \$124,328. Appendix 01 identifies the distribution of the tax levy revenue by class and the impact of the 1% tax levy increase. Column E of Table A reflects the distribution utilizing the 2015 tax ratios. The residential tax class will absorb the bulk of the tax levy increase in the amount of \$157,202 as the residential tax class has the largest assessment base of the City in addition to absorbing decreases in the other tax classes.

Utilizing revenue neutral tax ratios will result in a shift in the tax levy increase from the residential tax class to the other tax classes. Column E of Table B reflects the tax levy revenue utilizing the 2016 revenue neutral tax ratios. As you can see, the residential tax class increase is less than in Table A (\$89,581) and the other classes decreases is also less than in Table A.

Table C is a comparison of the tax levy revenue by class utilizing the 2015 tax ratios vs. 2016 revenue neutral tax ratios. Column E reflects the change between the classes within an overall decrease in residential and farm/managed forest classes of \$68,185 to be distributed over the other tax classes with the majority being absorbed by the commercial and pipeline classes.

Appendix 02 shows how the tax rates are impacted by the tax ratios. If the 2015 tax ratios are used, the residential tax rate would see a decrease of 3.19% from the 2015 tax rate; however if the revenue neutral tax ratios are utilized, the residential tax rate would reflect a decrease of 3.95% from the 2015 tax rate.

Education tax rates are set annually by the Minister of Finance. The residential tax rate is decreasing from 0.195% to 0.188%. Commercial and Industrial rates are decreasing from 1.190% to 1.180%. Pipeline is decreasing from 0.82855% to 0.839941%.

Appendix 03 is the tax scenario for an average house in Temiskaming Shores where the assessment has increased in addition to the 1% tax levy increase set by Council. The overall impact is \$52.98 using the 2015 tax ratios and \$33.79 using the 2016 revenue neutral tax ratios. Incorporated in the overall changes are the changes resulting from the decreased education rates.

Appendix 04 is the 2016 Draft Tax Ratios by-law for your review and consideration.

Appendix 05 is the 2016 Draft Tax Rate by-law for your review and consideration.

Financial / Staffing Implications

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

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

Alternatives

Utilizing the 2015 Tax Ratios was considered in the preparation of this report.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Laura Lee MacLeod
Treasurer

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

Tax Levy Revenue Impact Utilizing 2015 Tax Ratios

Table A	2015	% of Total	2016	% of Total	Difference	
	Assessment	Revenues	Assessment	Revenues		
	a	b	c	d	e	
Residential	8,489,188	68.28%	8,646,390	68.86%	157,202	Res Classes
Multi Res	305,192	2.45%	311,527	2.48%	6,335	
Farmland/Managed Forests	68,607	0.55%	72,093	0.57%	3,486	
Commercial	3,057,911	24.60%	3,014,782	24.01%	(43,129)	Non Res Classes
Commercial-Vac/Exc	55,828	0.45%	55,907	0.45%	79	
Industrial	186,906	1.50%	187,883	1.50%	977	
Industrial-Vac	21,830	0.18%	25,508	0.20%	3,678	
Pipe Line	247,347	1.99%	243,046	1.94%	(4,301)	
Total	12,432,809	100.00%	12,557,136	100.00%	124,327	

Tax Levy Impact Utilizing 2016 Revenue Neutral Tax Ratios

Table B	2015	% of Total	2016	% of Total	Difference	
	Assessment	Revenues	Assessment	Revenues		
	a	b	c	d	e	
Residential	8,489,188	68.28%	8,578,769	68.32%	89,581	Res Classes
Multi Res	305,192	2.45%	313,375	2.50%	8,183	
Farmland/Managed Forests	68,607	0.55%	71,529	0.57%	2,922	
Commercial	3,057,911	24.60%	3,073,172	24.47%	15,261	Non Res Classes
Commercial-Vac/Exc	55,828	0.45%	56,990	0.45%	1,162	
Industrial	186,906	1.50%	188,271	1.50%	1,365	
Industrial-Vac	21,830	0.18%	25,562	0.20%	3,732	
Pipe Line	247,347	1.99%	249,469	1.99%	2,122	
Total	12,432,809	100.00%	12,557,137	100.00%	124,328	

Summary of Tax Levy Impact by Class

Table C	2015	% of Total	2016	% of Total	Difference	
	Tax Ratios	Revenues	Assessment	Revenues		
	a	b	c	d	e	
Residential	157,202	126.44%	89,581	72.05%	(67,621)	Res Classes
Multi Res	6,335	5.10%	8,183	6.58%	1,848	
Farmland/Managed Forests	3,486	2.80%	2,922	2.35%	(564)	
Commercial	(43,129)	-34.69%	15,261	12.27%	58,390	Non Res Classes
Commercial-Vac/Exc	79	0.06%	1,162	0.93%	1,083	
Industrial	977	0.79%	1,365	1.10%	388	
Industrial-Vac	3,678	2.96%	3,732	3.00%	54	
Pipe Line	(4,301)	-3.46%	2,122	1.71%	6,423	
Total	124,327	100.00%	124,328	100.00%	1	

Tax Ratios

	2015	2016	
	Tax Ratios	Revenue Neutral	Difference
Residential	1.000000	1.000000	0.000000
Multi-Residential	2.437303	2.471085	0.033782
Farmland/Managed Forest	0.250000	0.250000	0.000000
Commercial-Occupied	1.715691	1.762706	0.047015
Commercial-Vacant/Excess Land	1.200984	1.233894	0.032910
Industrial-Occupied	2.232982	2.255231	0.022249
Industrial-Vacant/Excess Land	1.451438	1.465900	0.014462
Pipelines	0.781462	0.840518	0.059056

Tax Rate Comparision - 2015 Tax Ratios vs 2016 Revenue Neutral Tax Ratios

	2015 Tax Rates	2016 Tax Rates (1)	2016 Tax Rates (2)	Difference
	a	b	c	d
Residential	0.0129961	0.0125817	0.0124833	(0.0000984)
Farmland/Managed Forest	0.0032490	0.0031454	0.0031208	(0.0000246)
Multi Res	0.0316755	0.0306655	0.0308474	0.0001819
Commercial	0.0222973	0.0215864	0.0220044	0.0004180
Commercial-Vac/Exc	0.0156081	0.0151104	0.0154031	0.0002927
Industrial	0.0290201	0.0280948	0.0281528	0.0000580
Industrial-Vac/Exc	0.0188631	0.0182616	0.0182993	0.0000377
Pipe Line	0.0105590	0.0102223	0.0104925	0.0002702

% Change from 2015

-3.19%

-3.95%

(1) - utilizing 2015 tax ratios

(2) - utilizing 2016 revenue neutral tax ratios

2016 TAX SCENARIOS

Tax Impact Utilizing 2015 Tax Ratios

House Assessment

186,199 2015
 195,043 2016

	2015	2016 1.00%	
		Diff	% I/D
Tax	2,419.86	2,453.98	34.12 1.41%
Education	363.09	366.68	3.59 0.99%
Subtotal	2,782.95	2,820.66	37.71 1.36%
Water/Wastewater	763.30	778.57	15.27 2.00%
Total	3,546.25	3,599.23	52.98 1.49%

	2015	Assessment		Levy			Total	
		Diff	% I/D	Diff	% I/D	Diff	% I/D	
Tax	2,419.86	2,429.70	9.83 0.41%	2,453.98	24.28 1.00%	2,453.98	34.12 1.41%	
Education	363.09	366.68	3.59 0.99%	366.68	0.00 0.00%	366.68	3.59 0.99%	
Subtotal	2,782.95	2,796.38	13.43 0.48%	2,820.66	24.28 0.87%	2,820.66	37.71 1.36%	
Water/Wastewater	763.30	778.57	15.27 2.00%	778.57	0.00 0.00%	778.57	15.27 2.00%	
Total	3,546.25	3,574.95	28.70 0.81%	3,599.23	24.28 0.68%	3,599.23	52.98 1.49%	

Tax Impact Utilizing 2016 Revenue Neutral Tax Ratios

House Assessment

186,199 2015
 195,043 2016

	2015	2016 1.00%	
		Diff	% I/D
Tax	2,419.86	2,434.79	14.93 0.62%
Education	363.09	366.68	3.59 0.99%
Subtotal	2,782.95	2,801.47	18.52 0.67%
Water/Wastewater	763.30	778.57	15.27 2.00%
Total	3,546.25	3,580.04	33.79 0.95%

	2015	Assessment		Levy			Total	
		Diff	% I/D	Diff	% I/D	Diff	% I/D	
Tax	2,419.86	2,429.70	9.83 0.41%	2,434.79	5.09 0.21%	2,434.79	14.93 0.62%	
Education	363.09	366.68	3.59 0.99%	366.68	0.00 0.00%	366.68	3.59 0.99%	
Subtotal	2,782.95	2,796.38	13.43 0.48%	2,801.47	5.09 0.18%	2,801.47	18.52 0.67%	
Water/Wastewater	763.30	778.57	15.27 2.00%	778.57	0.00 0.00%	778.57	15.27 2.00%	
Total	3,546.25	3,574.95	28.70 0.81%	3,580.04	5.09 0.14%	3,580.04	33.79 0.95%	

The Corporation of the City of Temiskaming Shores
By-law No. 2016-000
Being a by-law to establish Tax Ratios for 2016

Whereas The Corporation of the City of Temiskaming Shores is required to establish tax ratios pursuant to Section 308 of the Municipal Act, 2001, as amended;

And whereas the tax ratios determine the relative amount of taxation to be borne by each property class;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts a follows:

1. The tax ratios for the municipality for 2016 are as follows:

Residential/Farm	1.000000
Multi-Residential	2.471085
Commercial	1.762706
Commercial Exc. Land	1.233894
Commercial Vac. Land	1.233894
Industrial	2.255231
Industrial Exc. Land	1.465900
Industrial Vac. Land	1.465900
Pipeline	0.840518
Farmlands	0.250000
Managed Forests	0.250000

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-000

Being a by-law to provide for the adoption of 2016 Tax Rates for municipal and school purposes and to further provide penalty and interest for payment in default

Whereas as per Section 290(1) of the Municipal Act, S.O. 2001, c.25, as amended, municipal council adopted the 2015 Municipal Budget with By-Law No. 2015-073 on April 7, 2015 which included estimates of all sums required during the year for the purposes of the municipality;

And whereas as per Section 307 (2) (b) of the Municipal Act, S.O. 2001, c.25, as amended, the tax rates and the rates to raise the fees or charges shall be in the same proportion to each other as the tax ratios established under Section 308 for the property classes are to each other;

And whereas as per Section 308 (3) of the Municipal Act, S.O. 2001, c.25, as amended, the tax ratios are the ratios that the tax rate for each property class must be to the tax rate for the residential/farm property class where the residential/farm property class tax ratio is 1 and, despite this section, the tax ratio for the farmlands property class and the managed forests property class prescribed under the Assessment Act;

And whereas as per Section 312 (2) of the Municipal Act, S.O. 2001, c.25, as amended, provides that for the purposes of raising the general local municipal levy, the council of a local municipality shall, after the adoption of estimates for the year, pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes;

And whereas as per Section 345(1) of the Municipal Act S.O. 2001, c.25, as amended, a municipality may pass by-laws to impose late payment charges for the non-payment of taxes or any instalment by the due date;

And whereas Council has set tax ratios under the authority of By-law No. 2016-071 as adopted on May 3, 2016.

And whereas the 2016 levy for municipal purposes is \$12,557,136.

And whereas certain education rates are provided in various regulations and commercial and industrial education amounts have been requisitioned by the Province.

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

1. That the tax rates for 2016 for municipal and education purposes be hereby set as per Schedule "A" hereto attached and forming part of this by-law;
2. That all charges shall be added to the tax roll and shall become due and payable in

two (2) instalments as follows:

- 50% of the final levy for all classes shall become due and payable on the 15th day of July, 2016;
 - 50% of the final levy for all classes shall become due and payable on the 15th day of September, 2016;
3. That non-payment of the amount, as noted, on the dates stated in accordance with the by-law constitutes default and that all taxes of the levy which are in default after the noted due dates shall be added a penalty of 1.25% per month, until December 31st, 2016; and
 4. That all taxes unpaid as of December 31, 2016 shall be added a penalty at the rate of 1.25% per month for each month or fraction thereof in which the arrears continue.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

General Tax Rates			
	Municipal	Education	Total
Residential	0.0124833	0.0018800	0.0143633
Multi - Residential	0.0308474	0.0018800	0.0327274
Commercial Occupied	0.0220044	0.0118000	0.0338044
Commercial Excess/Vacant Land	0.0154031	0.0082600	0.0236631
Industrial Occupied	0.0281528	0.0118000	0.0399528
Industrial Excess/Vacant Land	0.0182993	0.0076700	0.0259693
Pipelines	0.0104925	0.0083994	0.0188919
Farmland	0.0031208	0.0004700	0.0035908
Managed Forest	0.0031208	0.0004700	0.0035908
New Liskeard Business Improvement Area			0.0017485

Subject: Haileybury Medical Lease Agreements **Report No.:** CS-002-2016
Agenda Date: May 3, 2016

Attachments

Appendix 01: Refer to By-law No. 2016-076

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-002-2016;
2. That Council authorizes an increase to the rental rates for office space at the Haileybury Medical Centre by the Haileybury Family Health Team by 1.2% for 2016 in accordance with the Consumer Price Index; and
3. That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre effective April 1, 2016 – March 31, 2017.

Background

The Haileybury Family Health Team is currently using 1,907 square feet of space at the Haileybury Medical Centre. The lease agreement with the Haileybury Family Health Team expired on March 31, 2016.

The breakdown of the 1,907 square feet of space is as follows and the attached template agreement (Appendix 1) would reflect each schedule respectively;

Schedule A:	Room 235	(236 ft ²)
Schedule B:	Room 232/234	(400 ft ²)
Schedule C:	Room 221	(236 ft ²)
Schedule D:	Room 250	(236 ft ²)
Schedule E:	Room 236	(236 ft ²)
Schedule F:	Room 240	(236 ft ²)
Schedule G:	Room 240	(236 ft ²)
Schedule H:	Room 239	(91 ft ²)

Analysis

In order for the City to continue to recuperate the costs associated with operating the Haileybury Medical Centre, staff is recommending an increase in of 1.2%, which represents an increase to \$20.89 for the Haileybury Family Health Team per sq. foot. The term of the lease will be one (1) year with the same provisions of the lease remaining the same.

In 2016, the Haileybury Medical Centre will generate approximately \$104,500 in revenue and incur operating expenses at an estimated \$75,000 (based on 2015 expenditures) resulting in a surplus of \$29,500.

The following capital projects have been budgeted for 2016 for the facility:

- Flooring Upgrades: \$30,000
- Retaining Wall: \$100,000

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 rental of the 1,907 ft² of space based on the 1.2 % increase is shown in the following table:

Sch	Room	Footage	2015 Rate/ft ² /yr	Rent/Yr	2016 Rate/ft ² /yr	Rent/Yr
A	235	236 ft ²	\$20.64	\$ 4,871.04	\$20.89	\$ 4,930.04
B	232 / 234	400 ft ²	\$20.64	\$ 8,256.00	\$20.89	\$ 8,356.00
C	221	236 ft ²	\$20.64	\$ 4,871.04	\$20.89	\$ 4,930.04
D	250	236 ft ²	\$20.64	\$ 4,871.04	\$20.89	\$ 4,930.04
E	236	236 ft ²	\$20.64	\$ 4,871.04	\$20.89	\$ 4,930.04
F	240	236 ft ²	\$20.64	\$ 4,871.04	\$20.89	\$ 4,930.04
G	240	236 ft ²	\$20.64	\$ 4,871.04	\$20.89	\$ 4,930.04
H	239	91 ft ²	\$20.64	\$ 1,878.24	\$20.89	\$ 1,900.99
Total:		1,907 ft²	Total:	\$39,360.48	Total:	\$39,837.23

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
 Council's consideration by:

"Original signed by"

"Original signed by"

 Kelly Conlin
 Director of Corporate Services (A)

 Christopher W. Oslund
 City Manager

Subject: Municipal Insurance Brokerage Services

Agenda Date: May 3, 2016

Report No.: CS-003-2016

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-003-2016;
2. That Council agrees to exercise the option to renew its agreement with Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services, as outlined in By-law No. 2013-143, for an additional year; and
3. That Council directs staff to obtain quotations, through Tench-MacDiarmid Insurance Brokers Ltd., for comprehensive municipal insurance coverage for the period of July 1, 2016 to June 30, 2017.

Background

Council entered into a Municipal Insurance and Risk Management agreement (Brokerage Agreement) with Tench-MacDiarmid Insurance Brokers Ltd. through By-law No. 2013-143 for a period of three (3) years with a two (2) year renewal option on a year to year basis depending upon quality of service, mutual agreement and annual premium negotiations between the Broker and the City of Temiskaming Shores.

The City's insurance policy is due for renewal on June 30, 2016.

Analysis

City staff, together with Tench-MacDiarmid, are reviewing and assessing the property and vehicle listings currently insured to determine if and where any efficiencies could be made in regards to assessed values and necessity of coverage.

Based on the provisions in the original RFP for options to extend services, municipal staff has been consistently satisfied with the quality of the service being provided, management of claims, competitive pricing options and advice services in regards to risk management.

With Tench-MacDiarmid as our Broker, the City will be requesting three (3) quotes from providers of municipal insurance, as well as, various options on deductibles in order to continually assess costing efficiencies and ensure competitive pricing. Once such

pricing is made available, a recommendation will be brought forward in June 2016 for Council's consideration.

Financial / Staffing Implications

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

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

Alternatives

An alternative for Council would be to defeat the recommendation and commence the RFP process for Brokerage Services to provide Municipal Insurance and Risk Management Services.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: May 3, 2016
Subject: Amendments to By-law No. 2015-001 – Appointments to various Committees – (Airport/Library)
Attachments: Appendix 01 – **Draft amending By-law**

Mayor and Council,

At the April 19, 2016 Regular Meeting By-law No. 2016-062, being a by-law to amend By-law No. 2015-001 (Appointment of Council representatives) was considered and received First and Second Reading. By-law No. 2016-062 is an amendment to remove Councillor Whalen as the representative for the Earlton-Timiskaming Regional Airport and appointment of Mayor Kidd as the representative for the Earlton-Timiskaming Regional Airport. The amendment would also remove Mayor Kidd as the representative for the Public Library Board and appoint Councillor Whalen as the representative for the Public Library Board.

During deliberations for Third Reading of By-law No. 2016-062 it was identified and confirmed that the by-law requires a resolution of Council under Procedural By-law No. 2008-160, as amended in order to be considered for adoption. Therefore the by-law was tabled pending consideration of a resolution.

By-law No. 2015-001 was adopted at the inaugural meeting of Council on December 1, 2014 with identified appointments to the various Boards and Committees being based on consultation with each elected member by Mayor Kidd.

In relation to the proposed amended appointments to the Airport and Library Board (By-law No. 2016-02), Mayor Kidd requested that the amending by-law be prepared and considered at the April 19, 2016 Regular Council meeting. However, as stated above the Clerk had not ensured a resolution was presented to support the said amending by-law.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2015-001, as amended being a by-law to appoint Council representatives to various Boards and Committees for consideration of Third and Final Reading at the May 3, 2016 Regular Council meeting.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

David B. Treen
Municipal Clerk

Kelly Conlin
Director of Corporate
Services (A)

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2016-071

Being a by-law to establish Tax Ratios for 2016

Whereas The Corporation of the City of Temiskaming Shores is required to establish tax ratios pursuant to Section 308 of the Municipal Act, 2001, as amended;

And whereas the tax ratios determine the relative amount of taxation to be borne by each property class;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts a follows:

1. The tax ratios for the municipality for 2016 are as follows:

Residential/Farm	1.000000
Multi-Residential	2.471085
Commercial	1.762706
Commercial Exc. Land	1.233894
Commercial Vac. Land	1.233894
Industrial	2.255231
Industrial Exc. Land	1.465900
Industrial Vac. Land	1.465900
Pipeline	0.840518
Farmlands	0.250000
Managed Forests	0.250000

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-072

Being a by-law to provide for the adoption of 2016 Tax Rates for municipal and school purposes and to further provide penalty and interest for payment in default

Whereas as per Section 290(1) of the Municipal Act, S.O. 2001, c.25, as amended, municipal council adopted the 2015 Municipal Budget with By-Law No. 2015-073 on April 7, 2015 which included estimates of all sums required during the year for the purposes of the municipality;

And whereas as per Section 307 (2) (b) of the Municipal Act, S.O. 2001, c.25, as amended, the tax rates and the rates to raise the fees or charges shall be in the same proportion to each other as the tax ratios established under Section 308 for the property classes are to each other;

And whereas as per Section 308 (3) of the Municipal Act, S.O. 2001, c.25, as amended, the tax ratios are the ratios that the tax rate for each property class must be to the tax rate for the residential/farm property class where the residential/farm property class tax ratio is 1 and, despite this section, the tax ratio for the farmlands property class and the managed forests property class prescribed under the Assessment Act;

And whereas as per Section 312 (2) of the Municipal Act, S.O. 2001, c.25, as amended, provides that for the purposes of raising the general local municipal levy, the council of a local municipality shall, after the adoption of estimates for the year, pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes;

And whereas as per Section 345(1) of the Municipal Act S.O. 2001, c.25, as amended, a municipality may pass by-laws to impose late payment charges for the non-payment of taxes or any instalment by the due date;

And whereas Council has set tax ratios under the authority of By-law No. 2016-071 as adopted on May 3, 2016.

And whereas the 2016 levy for municipal purposes is \$12,557,136.

And whereas certain education rates are provided in various regulations and commercial and industrial education amounts have been requisitioned by the Province.

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

1. That the tax rates for 2016 for municipal and education purposes be hereby set as per Schedule "A" hereto attached and forming part of this by-law;
2. That all charges shall be added to the tax roll and shall become due and payable in

two (2) instalments as follows:

- 50% of the final levy for all classes shall become due and payable on the 15th day of July, 2016;
 - 50% of the final levy for all classes shall become due and payable on the 15th day of September, 2016;
3. That non-payment of the amount, as noted, on the dates stated in accordance with the by-law constitutes default and that all taxes of the levy which are in default after the noted due dates shall be added a penalty of 1.25% per month, until December 31st, 2016; and
 4. That all taxes unpaid as of December 31, 2016 shall be added a penalty at the rate of 1.25% per month for each month or fraction thereof in which the arrears continue.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

General Tax Rates			
	Municipal	Education	Total
Residential	0.0124833	0.0018800	0.0143633
Multi - Residential	0.0308474	0.0018800	0.0327274
Commercial Occupied	0.0220044	0.0118000	0.0338044
Commercial Excess/Vacant Land	0.0154031	0.0082600	0.0236631
Industrial Occupied	0.0281528	0.0118000	0.0399528
Industrial Excess/Vacant Land	0.0182993	0.0076700	0.0259693
Pipelines	0.0104925	0.0083994	0.0188919
Farmland	0.0031208	0.0004700	0.0035908
Managed Forest	0.0031208	0.0004700	0.0035908
New Liskeard Business Improvement Area			0.0017485

The Corporation of the City of Temiskaming Shores

By-law No. 2016-073

Being a by-law to adopt optional tools for the purpose of administering limits for the Commercial, Industrial and Multi-residential property classes

Whereas the Corporation of the City of Temiskaming Shores (hereinafter referred to as "*the Municipality*") may, in accordance with Section 329.1 of the *Municipal Act*, 2001, S.O. 2001 c25, as amended (hereinafter referred to as "*the Act*"), and Ontario Regulation 73/03, as made and amended under *the Act*, modify the provisions and limits set out in Part IX of *the Act*, with respect to the calculation of taxes for municipal and school purposes for properties in the commercial, industrial and multi-residential property classes;

And whereas this by-law shall only apply to properties in any of the Commercial, Industrial and Multi-Residential property classes to which Part IX of *the Act* applies;

And whereas for the purposes of this by-law the commercial classes shall be considered a single property class and the industrial classes shall be deemed to be a single property class;

And whereas "uncapped taxes" means, the taxes for municipal and school purposes that would be levied for the taxation year but for the application of part IX of *the Act*;

And whereas "capped taxes" means, the taxes for municipal and school purposes that shall be levied for the taxation year as a result of the application of Part IX of *the Act*;

And whereas Council may pass a by-law to apply any one or any combination the following options:

- a) Increase the annual cap from 5% of last year's capped taxes up to a maximum of 10% of last year's capped taxes; and/or
- b) Set an upper limit on annual increases at the greater of the amount calculated under (a) and up to 10% of the previous year's annualized CVA tax; and/or
- c) Establish a capping adjustment threshold of up to \$500 for increasing properties, decreasing properties or both, whereby no capping adjustment less than the threshold amount would be applied; and/or
- d) Exempt properties from the capping calculation where the previous year's capped taxes for the property were equal to the uncapped taxes for that year, and/or
- e) Exempt properties from the capping calculation where the previous year's capped taxes were less than previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current year's CVA taxes, or vice-versa.
- f) "Exit Capping Immediately" if a particular capped class is eligible. A class is eligible for this option when all properties in the class were taxed at CVA tax at previous year's final billing based on OPTA's frozen Capping Report.
- g) "Capping Phase-Out" if a particular capped class is eligible. A class is eligible for this option when all properties in the class were within 50% CVA tax at the time of the previous year's final billing based on OPTA's frozen Capping Report.

And whereas a by-law passed to adopt the provisions of Section 329.1 paragraphs 1 and 2 of *the Act* provides that such provisions shall also apply to Section 332 of *the Act* with respect to the “tenant cap” calculations;

And whereas the Council has reviewed the provisions of Section 329.1 of *the Act* and the provisions of Ontario Regulation 73/03, and hereby deems it necessary and appropriate to adopt optional tools for the purpose of administering limits for the Commercial, Industrial and Multi-Residential property classes;

And whereas Council considered Memo No. 008-2016-CS at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law for Setting Limits for Property Classes for consideration at the May 3, 2016 Regular Council meeting;

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

1. That paragraphs 1, 2, and 3, of Section 329.1(1) of the Act shall apply to the Commercial, Industrial and Multi-Residential property classes for 2016;

And that:

- (i) In determining the amount of taxes for municipal and school purposes for the year under Section 329 (1) and the amount of the tenant’s cap under Section 332 (5), the greater of the amounts determined under paragraphs a) and b) as set out below shall apply in determining the amount to be added under paragraph 2 of Section 329 (1), and the increasing amount under paragraph 2 of Section 332 (5),
 - (a) The percentage set out in Section 329(1) paragraph 2 and in Section 332 (5) paragraph 2 shall be ten per cent (10%), and
 - (b) The amount of uncapped taxes for the previous year multiplied by five per cent (10%).
 - (ii) The amount of the taxes for municipal and school purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the uncapped taxes exceeds the amount of the taxes for municipal and school purposes for the property for the taxation year as determined under Section 329, as modified under Section 329.1 of *the Act* and this by-law, by two-hundred and fifty dollars (\$500.00) or less.
 - (iii) The Exit Capping Immediately option shall be utilized for the Multi-Residential property class as the class meets the 100% prior year CVA taxes requirement.
 - (iv) The Capping Phase-out option shall be utilized for the Commercial and Industrial property classes as the classes meet the within 50% CVA taxes requirement.
2. And that paragraphs 1, 2 and 3, of Subsection 8.0.2(2) of Ontario Regulation 73/03 shall apply to the Commercial, Industrial and Multi-Residential property classes for 2016.
 3. And that properties that meet any of the following conditions shall be exempt from the capping calculations set out under Part IX of *The Act* for the 2011 taxation year:

- (i) The capped taxes for the property in the previous year were equal to its uncapped taxes for that year.
 - (ii) The capped taxes for the property in the previous year were lower than the property's uncapped taxes for that year, and the current year's capped taxes would be higher than the current year's uncapped taxes if Part IX were applied.
 - (iii) The capped taxes for the property in the previous year were higher than the property's uncapped taxes for that year, and the current year's capped taxes would be lower than the current year's uncapped taxes if Part IX were applied.
4. And that for all properties that become eligible within the meaning of Section 331 (20) of *the Act*, the taxes for municipal and school purposes for the year or portion of the year shall be the greater of,
- (i) The amount of the taxes determined for the property for 2016 under Section 331 (2), and
 - (ii) The amount of the uncapped taxes for the property for 2016 multiplied by one hundred per cent (100%).
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-074

**Being a by-law to establish decrease limits
for certain property classes**

Whereas The Corporation of the City of Temiskaming Shores may limit tax decreases for a taxation year pursuant to s.330. of the *Municipal Act*, 2001, S.O. 2001 C.25, as amended (hereinafter referred to as the “*Act*”) in order to provide for the recovery of foregone revenue resulting from the application of s.329 of the *Act* as modified by s.329.1 of the *Act*;

And whereas this by-law shall only apply to properties in a property class to which Part IX of the *Act* applies;

And whereas for the purposes of this by-law the commercial classes shall be considered a single property class and the industrial classes shall be deemed to be a single property class;

And whereas limits to the tax decreases for any class may only be established in order to recover all or part of the foregone revenue in respect of the same property class;

And whereas Council considered Memo No. 008-2016-CS at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law for Decrease Limits for certain Property Classes for consideration at the May 3, 2016 Regular Council meeting;

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

1. That pursuant to Section 330 of the *Municipal Act*, for the taxation year 2016, tax decreases for property in the following classes shall be subject to the following limitations:

Property Class	%Decrease Retained	%Decrease Clawback
Commercial Property Class	100.0%	0.0%
Industrial Property Class	100.0%	0.0%

Where:

- a) *Per Cent Decreased Retained* means the proportion of an anticipated assessment related tax decrease that is passed through in accordance with Part IX of the *Act*, and
 - b) *Per Cent Decrease Clawback* means the proportion of an anticipated assessment related tax decrease that is withheld in accordance with Part IX of the *Act*.
2. This by-law shall come into force and effect on the day of its final passing.
 3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-075

**being a by-law to authorize the execution of a
subdivision agreement with *FPT Holdings Limited* for the
Dawson Point Road Subdivision Part of Lot 10,
Concession 2, Dymond Township**

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 pursuant to Section 51(31) of the Planning Act, the City of Temiskaming Shores gave Draft Plan Approval of the F.P.T. Holdings Limited Subdivision, File 54-T-16001, on March 15, 2016 subject to the following conditions:

- (1) That prior to final approval the approval authority must be advised by the City of Temiskaming Shores that the owner has entered into a subdivision agreement to satisfy the requirements, financial and otherwise, of the municipality including, but not limited to, the construction of the development, road(s), installation of services/infrastructure, landscaping, drainage and solid waste. The Subdivision Agreement shall also provide for the Municipality to assume ownership of the infrastructure described above.
- (2) That provision is made for the subdivision agreement between the applicant between the applicant and the municipality to be registered against the lands to which it applies once the plan of subdivision has been registered.
- (3) That the owner agrees in writing to satisfy all the requirements, financial and otherwise of the City of Temiskaming shores concerning the provision of roads, installation of services and drainage.

And whereas under Section 51(26) of the Planning Act R.S.O. 1990, c. P.13, as amended, a municipality may enter into agreements imposed as a condition to the approval of a plan of subdivision and the agreements may be registered against the land to which it applies and the municipality is entitled to enforce the provisions of it against the owner and, subject to the Registry Act and the Land Titles Act, any and all subsequent owners of land.

And whereas Council considered Administrative Report No. CGP-011-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law and final

agreement to enter into a Subdivision Agreement with FPT Holdings Limited for consideration at the May 3, 2016 Regular Council meeting;

And whereas Council deems it desirable to enter into a Subdivision Agreement with F.P.T. Holdings Limited for a 26 lot Subdivision adjacent to Dawson Point Road in the former Township of Dymond;

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

1. That Council authorizes the entering into of a Subdivision Agreement between F.P.T. Holdings Limited and The Corporation of the City of Temiskaming Shores, for the Dawson Point Road subdivision, in the form annexed hereto as Schedule A and forming part of this by-law;
2. That the Mayor and Clerk be hereby authorized and directed to execute the Subdivision Agreement annexed hereto as Schedule A to this by-law and any and all other documentation necessary to complete the Subdivision Agreement and the registration of the same at Land Titles.
3. That By-law No. 2013-199 is hereby repealed effective on the date of final passing of this by-law.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

**Schedule A
to
By-law No. 2016-075**

THIS PAGE

IS RESERVED FOR THE

DOCUMENT GENERAL

Subdivision Agreement

between

The Corporation of the City of Temiskaming Shores

- and -

FPT Holdings Limited

Dawson Point Road Subdivision

Part of Lot 10 Con 2 Dymond Township

PIN 61343-0002

City of Temiskaming Shores File No. 54-T-16001

May 3, 2016

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This Agreement made this 3rd, day of May, 2016 pursuant to Section 51 (26) of the *Planning Act* and authorized by **By-Law No. 2016-075** of The Corporation of The City of Temiskaming Shores (the "Agreement"),

between:

F.P.T. Holdings Ltd.
hereinafter referred to as the "Developer"

of the **First Part;**

- and-

The Corporation of the City of Temiskaming Shores
hereinafter referred to as the "City"

of the **Second Part;**

Whereas the **Developer** warrants and represents that:

- a) it is the registered owner in fee simple in possession of the lands described in Schedule "A" annexed hereto, and
- b) as of the date of execution of this Agreement, registration of this Agreement and registration of the Plan of Subdivision, there will be no outstanding claims, liens or encumbrances registered against the lands described in Schedule "A" annexed hereto.

And whereas the Developer has applied to the City for approval of a plan of subdivision of the lands described in Schedule "A" annexed hereto;

And whereas the City's "Conditions of Draft Plan Approval" require that before the aforesaid Plan of Subdivision is given final approval, the Developer must enter into a Subdivision Agreement with the City to satisfy all its requirements, financial and otherwise, relating to the lands being subdivided;

And whereas this Agreement is made to satisfy the said Conditions of Draft Plan Approval;

Now therefore this agreement witnesseth that in consideration of the mutual covenants and agreements to be observed and performed by each of the Parties hereto, and in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of

Canada now paid by the Developer to the City, the receipt whereof is hereby acknowledged by the City, the Parties hereto mutually covenant and agree as follows:

1. Definitions

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

- 1.1 **Agreement** means this Subdivision Agreement.
- 1.2 **Assumption By-Law for Municipal Services** means a by-law passed by the Council of The Corporation of the City of Temiskaming Shores forthwith after the Director of Public Works has issued a Certificate of Final Acceptance for Municipal Services, assuming ownership of and responsibility for all Municipal Services.
- 1.3 **Assumption By-Law for Adoption of Roadways** means a by-law passed by the Council of The Corporation of the City of Temiskaming Shores forthwith after the Director of Public Works has issued a Certificate of Final Acceptance for Roadways, assuming ownership and opening such roadways for public use.
- 1.4 **Block** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.
- 1.5 **Building Permit** means a permit issued by the Chief Building Official of The Corporation of the City of Temiskaming Shores approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required.
- 1.6 **Certificate of Final Acceptance for Municipal Services** means a certificate prepared by the Developer's Engineer and approved in writing by the Director of Public Works at the expiration of the Maintenance Guarantee Period for Municipal Services setting out the Municipal Services being accepted by the City and indicating the date of final acceptance of such Works.
- 1.7 **Certificate of Final Acceptance for Roadways** means a certificate prepared by the Developer's Engineer and approved in writing by the Director of Public Works issued at the expiration of the Maintenance Guarantee Period for Roadways setting out the Roadways to be accepted by the City and indicating the date of final acceptance of such Works.
- 1.8 **Chief Building Official** means the Chief Building Official for The Corporation of the City of Temiskaming Shores or his designate appointed pursuant to the Building Code Act.
- 1.9 **Completion Certificate for Municipal Services** means a certificate prepared by the Developer's Engineer and approved in writing by the Director of Public

Works upon satisfactory completion of all Municipal Services, the approval date of which shall start the Maintenance Guarantee Period for such Municipal Services.

- 1.10 **Completion Certificate for Roadways** means a certificate prepared by the Developer's Engineer and approved in writing by the Director of Public Works upon satisfactory completion of all Roadways, the approval date of which shall start the Maintenance Guarantee Period for such Roadways.
- 1.11 **Engineer** shall mean the person or persons registered with the Association of Professional Engineers of the Province of Ontario, who for the time being is or are employed by the Developer to provide engineering services on behalf of the Developer for the Plan of Subdivision.
- 1.12 **Council** means the Council of The Corporation of the City of Temiskaming Shores.
- 1.13 **Developer** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.
- 1.14 **Director of Public Works** means the Director of Public Works for The Corporation of the City of Temiskaming Shores or his designate.
- 1.15 **Easements** shall mean the easements described in Schedule "C" hereto, which forms part of this Agreement.
- 1.16 **Final Default** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the City, as provided in Section 14.1 hereof.
- 1.17 **Front Lot Line** means the lot line that divides a Lot from the street; provided, however, that:
- a) in the case of a corner lot, the shortest Street Line shall be deemed to be the front lot line and the longest Street Line shall be deemed to be the side lot line; and
 - b) in the case of a corner lot with two Street Lines of equal length, the lot line that abuts the wider street or abuts a highway shall be deemed to be the front lot line, and in the case of both streets being under the same jurisdiction or of the same width, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line.
- 1.18 **Grading Conformance Certificate** means the Certificate identified in Section 9.16 hereof.

- 1.19 **Frontage of Lot** means the horizontal distance between the side lot lines measured along the Front Lot Line, but where the Front Lot Line is not a straight line or where the side lot lines are not parallel, the lot frontage is to be measured by a line 7.5 meters back from and parallel to the chord of the lot frontage, and for the purpose of this paragraph the chord of the lot frontage is a straight line joining the two points where the side lot lines intersect the Front Lot Line.
- 1.20 **Lands** shall mean the lands described in Schedule “A” annexed hereto and forming part of this Agreement.
- 1.21 **Letter of Credit** shall mean any municipal standby irrevocable Letter of Credit drawn upon a Chartered Bank posted with and in a form acceptable to the City pursuant to this Agreement. The municipal standby irrevocable Letter of Credit shall contain a provision which automatically renews it from year to year unless the Bank gives thirty (30) days advance written notice of its intention not to renew.
- 1.22 **Letter of Occupancy** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling.
- 1.23 **Local Improvements** shall include utilities, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the *Local Improvements Act* or the *Municipal Act*.
- 1.24 **Lot** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.
- 1.25 **Maintenance Guarantee Period** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Municipal Services or Roadways, as the case may be, which period is defined in Section 10.6 hereof.
- 1.26 **Owner** means the registered owner from time to time of any of the lots on the Plan of Subdivision.
- 1.27 **Party** shall mean a party to the Agreement and the successors or permitted assigns.
- 1.28 **Plan of Subdivision** shall mean the Plan of Subdivision of the Lands described in Schedule “A” hereto ultimately approved for registration by the Ministry of City and registered on title pursuant to the provisions of the *Planning Act*.
- 1.29 **Plans** shall mean all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Public Works prior to execution of this Agreement by the City.

- 1.30 **Pre-Servicing** means the installation of Works prior to registration of this Agreement.
- 1.31 **Municipal Services** shall mean the following municipal services required to be constructed by the Developer:
- a) municipal sanitary sewer system;
 - b) municipal storm sewer system, storm drainage and storm water management facilities sufficient in the opinion of the Director of Public Works to provide safety and protection from undue inconvenience to the general public;
 - c) municipal water system, including fire hydrants;
 - d) street signs and traffic control signs and devices;
 - e) rough grading of the Lands;
 - f) all Utility Services
- 1.32 **Reserve Strip** shall mean a parcel of land conveyed by the Developer to the City in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting lot or block, for the purpose of preventing legal access from the said street to the said next abutting lot or block.
- 1.33 **Roadways** shall mean all municipal streets and roadways of final design width with granular base, asphalt and asphalt curbs and gutters required to be constructed by the Developer.
- 1.34 **Site Plan Control Agreement** means the Site Plan Agreement between the Developer or Owner and the City pursuant to Section 41 of the Planning Act.
- 1.35 **Storm Water Management Report** means an approved storm water management report and specifications prepared by the Developer in accordance with Section 9.10 of this Agreement.
- 1.36 **Street Line** means a lot line dividing a Lot from a street and is the limit of the street or road allowance.
- 1.37 **Subdivision** means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.
- 1.38 **Subdivision Grading Deposit** means a deposit of security as specified in Section 9.16 hereof.
- 1.39 **Subdivision Grading Plan** means a plan for the grading of a Lot as required in Section 9.16 hereof.

- 1.40 **Supervision** means the full-time inspection and administration of the Works for the express purpose of enforcing the provisions of this Agreement and providing certification of the Works in accordance with Section 5.1.
- 1.41 **City** means The Corporation of the City of Temiskaming Shores.
- 1.42 **Treasurer** means the Treasurer for The Corporation of the City of Temiskaming Shores or designate.
- 1.43 **Utility Services** means:
- a) all electrical distribution and street lighting systems, complete;
 - b) if applicable, all gas services, complete;
 - c) all telephone services, complete; and
 - d) all co-axial services, complete.
- 1.44 **Works** means all Municipal Services and Roadways, both internal and external, and all construction, erection, installation and engineering required to service the Lands in accordance with the terms of this Agreement and the approved Plans.

2. **Lands to be Subdivided**

The lands to be subdivided by the Plan of Subdivision are those Lands described in Schedule “A” annexed hereto and the Plan shall be registered against all of such Lands. The registered ownership of the Lands is confirmed by the Developer’s solicitor in the Certificate attached hereto as Schedule “A.”

2.1 **Scope of Agreement**

This Agreement shall define the obligations and duties of the Developer with respect to the subdivision of the Lands and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance of the Works to be provided and payments required to be made to the City and to such other persons or entities, and such other matters as may be more specifically set out herein, and shall define the responsibilities of the Developer related to the acceptance and assumption of the Plan of Subdivision.

3. **General Provisions**

3.1 **Development at Sole Expense of Developer**

Unless the context otherwise requires, where the Developer is obligated by this Agreement or the approved Plans to make any payments or install or construct or carry

out any services or action the provision thereof contained herein shall be deemed to include the words “at the sole expense of the Developer”.

3.2 Other Agreements

If, after this Agreement is executed, the City or any other authority having jurisdiction shall impose any further condition or requirement which is not contained herein, the Developer shall forthwith, upon written demand, enter into such further agreement or agreements and give such further assurances as may be required and the Developer shall not contravene any condition or requirement of such authority notwithstanding the same is not contained herein.

3.3 Indemnification

The Developer hereby covenants, warrants and agrees to save harmless and keep the City and its agents, contractors, employees and elected officials indemnified from and against all manner of actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Developer pursuant to the terms of this Agreement or by reason of any defect in workmanship or material.

3.4 Covenants Run With the Land

The Developer and the City acknowledge and agree that it is their intent that all terms, conditions and covenants contained herein,

- a) shall be registered on title to and run with the Lands, and will be registered separately against the title to all lands described in Schedule “A” and;
- b) shall be binding upon the Developer, its heirs, executors, administrators, assigns and successors in title, from time to time, and;
- c) that the benefits of the said covenants shall enure to the City, its successors and assigns in title of all roads, streets and public lands forming part of or abutting on the Lands.

3.5 Notices

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner hereinafter set out, in writing addressed in the case of:

- a) the City: **City of Temiskaming Shores**
P.O. Box 2050, 325 Farr Drive
Haileybury, Ontario
P0J 1P0;

- b) the Developer: **F.P.T. Holdings Limited**
c/o Pedersen Construction Inc.,
P.O. Box 2409,
New Liskeard, ON P0J 1P0
Att: Karl Pedersen

and the giving of such written notice shall be deemed to be complete, where notice is given by personal service, on the day that the serving of written notice is completed, and where notice is given by prepaid registered mail, two (2) days after the date of mailing, and where notice is given by telephone transmission of a facsimile of the notice, on the day that the transmission of the written notice is completed.

3.6 Binding on Heirs, etc.

It is hereby agreed by and between the parties hereto that this Agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Developer herein contained shall run with the Lands.

3.7 Schedules

The Schedules attached hereto, being Schedules "A" to "H" inclusive, form part of this Agreement and are to be interpreted as if the contents thereof were included in this Agreement.

3.8 Special Provisions

The Developer covenants, warrants and agrees to fulfill and abide by the Special Provisions set out in Schedule "H" annexed hereto in accordance with the terms thereof.

3.9 Section 67 Planning Act

The Developer agrees to be bound by the provisions of the *Planning Act*, R.S.O. 1990, c.P.13, and amendments thereto.

3.10 Applicable Laws

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

- a) In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time as such statutes, laws, by-laws, regulations, ordinances, order and requirements may be enforced. Without limiting the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and The *Ontario Water Resources Act* and any regulations, policies and guidelines relating

thereto including all obligations of the constructor and employer under the *Occupational Health and Safety Act* and regulations as applicable, and any obligation to obtain any approval or permit required under the *Environmental Protection Act* or the *Ontario Water Resources Act* or any regulation, policies and guidelines relating thereto . The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation. Nothing in this Agreement shall relieve the Developer from compliance with all applicable municipal by-laws, laws and/or regulations or laws and/or regulations established by any other governmental body which may have jurisdiction over the Lands.

- b) The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the City if at any time the City considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the City may take action to remedy the situation at the expense of the Developer and in this regard the City shall also be entitled to draw upon any security filed by the Developer under this Agreement.

3.11 Severance of *Ultra Vires* Terms

If any term of this Agreement shall be found to be *ultra vires* the City, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

3.12 Incontestability

The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, before any court or administrative or other tribunal, the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof, and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

3.13 Time of the Essence

Time shall be of the essence of this Agreement.

3.14 Certificate of Status

In those cases in which the Developer is a Corporation, prior to execution of this Agreement by the City, the Developer shall deliver to the City a Certificate of Status issued by the Ontario Ministry of Consumer and Commercial Relations verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.

3.15 Registration of Agreement

The parties hereby covenant and agree that this Agreement and any schedules attached hereto may be registered upon title to the Lands. The Developer further covenants and agrees to pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the City as a result of the registration of any other documents pertaining to this Agreement, including but not limited to, any amendment thereto notwithstanding that such registration may have been solely at the insistence of the City.

3.16 Mortgagee's Postponement

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrancers as may be deemed necessary by the City to postpone and subordinate their interest in the Lands to the interest of the City to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.

4. Servicing Plans and Specifications

- 4.1 All Plans and specifications must be approved in writing by the Director of Public Works prior to the execution of this Agreement by the City and the Developer commencing construction of any of the Works.
- 4.2 The Developer shall submit to the Director of Public Works three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.
- 4.3 It is understood and agreed the Director of Public Works in his appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario or existing practices and standards as may from time to time be established or amended by the City by its officials or agents. The City may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.
- 4.4 No approval by the Director of Public Works shall operate as a release by the City of any liability of the Developer which, but for such approval, might exist or hereafter arise.
- 4.5 All Plans shall be prepared and stamped by an Engineer or an Ontario Land Surveyor licensed to practice in the Province of Ontario.
- 4.6 All structures, including retaining walls, to be erected on municipal property shall be constructed in accordance with Plans prepared and stamped by an Engineer and approved by the Director of Public Works.

5. Engineering and Inspection

5.1 Engineer

The Developer shall employ a competent and qualified Engineer, approved by the Director of Public Works, to:

- a) carry out all necessary soil investigations to the satisfaction of the Director of Public Works and/or applicable law;
- b) design all Works required to be completed by this Agreement;
- c) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Director of Public Works for approval prior to installation or construction of such Works;
- d) obtain from the Director of Public Works details regarding the form and scale of the plans and profiles prior to their preparation;
- e) obtain and provide the City with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;
- f) prior to execution of this Agreement by the City, prepare and furnish the Director of Public Works with estimates of the cost of installation and construction of the said Works;
- g) if required, prepare contract documents and call tenders for installation and construction of the said Works;
- h) prepare and supply the City with Progress Payment Certificates;
- i) maintain all records for the installation and construction of the said Works and submit “as constructed” records in electronic form in AutoCad format. “As constructed” records shall be submitted to the Director of Public Works prior to approving the Completion Certificate for the Works;
- j) upon completion of installation and construction of the Works, supply the City with a certificate verifying that the Works were installed and constructed in accordance with the approved Plans and specifications;
- k) when requested by the Director of Public Works, accompany him on his inspections of the Works;
- l) supervise construction of all Works on a full time basis, including any remedial work the Director of Public Works may require;

- m) test all services and verify to the Director of Public Works, in writing, that all testing has been completed in accordance with the appropriate requirements; and
 - n) certify, in writing, to the Director of Public Works, as to the actual cost of all Works completed, prior to the City approving a Completion Certificate for such Works or reducing any Letter of Credit.
- 5.2 All Municipal Services, Roadways and Utility Services shall be installed, constructed, inspected and tested under the direct supervision of the Developer's Engineer at the sole expense of the Developer. The Developer's Engineer shall be retained by the Developer until all requirements of this Agreement have been completed to the satisfaction of the Director of Public Works.
- 5.3 The Developer's Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Director of Public Works. All sanitary and storm sewers must be inspected by closed circuit video prior to final acceptance by the City.
- 5.4 The Director of Public Works or his designate shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Public Works. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Public Works. City inspections shall be in addition to inspection provided by the Developer's Engineer and shall in no way relieve the Developer or his Engineer of any responsibility with regard to design, construction, supervision, inspection, testing or proper completion of the Works.
- 5.5 The Director of Public Works shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Public Works.

6. By-Law(s), Documentation and Registration

- 6.1 The Council of the City may authorize Pre-Servicing (installation of Works) upon such terms and conditions it deems appropriate and/or necessary, which terms and conditions shall include, but not be limited to, posting all security set forth in Schedule "F" annexed hereto, obtaining and filing with the Director of Public Works all necessary and/or required approvals, consents,

- agreements and certificates, and having all Plans and specifications approved by the Director of Public Works.
- 6.2 Before this Agreement is executed by the City, the appropriate authorizing By-law must be enacted by the Council of the City.
- 6.3 The City may, at the sole expense of the Developer, request the Developer's solicitor to prepare such further and other documentation as may be deemed necessary and/or required by the City for the preparation, registration and implementation of the agreement.
- 6.4 If required, the Developer's solicitor, at the sole expense of the Developer, shall:
- a) provide and/or prepare all documentation which the City's Solicitor may require, including all necessary Transfers, Easements and restrictive covenants in register able form;
 - b) certify title to the City in a signed Certificate of Title;
 - c) have all documentation signed by the Developer, and other necessary parties;
 - d) sub search title and obtain an Execution Certificate prior to registration and provide copies of same to the City's Solicitor;
 - e) deliver all executed documentation to the City; and
 - f) attend to registration of all documentation, at the Developer's expense, required by this Agreement.
- 6.5 Prior to the City executing this Agreement, the Developer shall provide the City with two (2) copies each of the draft Plan of Subdivision (M-Plan) for the Lands and the draft Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.
- 6.6 The Developer covenants and agrees to register an application, signed by the City, for an order inhibiting any dealings with the Lands to the applicable Land Registrar immediately following the registration of the Agreement. The Developer acknowledges that the City shall not be obligated to register any documents in compliance with the Inhibiting Order or to apply to have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the City for registration and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands have been registered against title to the lands.

- 6.7 Upon the City being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the City shall register the following documentations at the sole expense of the Developer as soon as practicable:
- a) the approved Plan of Subdivision; and
 - b) all other documentation related thereto, including without limitation, Cessations of Charge.
- 6.8 In the event the Plan of Subdivision is not registered within one (1) year from the date of registration on title of this Agreement, the City may declare the Developer in Final Default.
- 6.9 The Developer shall not deal in any manner whatsoever with any Lot or Block shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the City's solicitor have been delivered, approved and registered on title to the complete satisfaction of the City's solicitor.

7. Lands required For Municipal Purposes

7.1 General

The Developer shall, at its own expense, convey to the City such lands as may be required for the development of the Lands in accordance with Schedule "B" annexed hereto.

8. Easements for Municipal Purposes

- 8.1 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the City such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule "C" annexed hereto.
- 8.2 The Developer shall convey to the City or to such public utility companies or commission or cable television company as the City may direct, easements required for utility and/or coaxial purposes in accordance with Schedule "D" annexed hereto. All such easements shall be prepared to the complete satisfaction of the City, and if required by the City, any such utility or cable television company.
- 8.3 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the City, including Municipal

Services, Roadways and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Public Works and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the City has adopted such through the required Assumption By-law.

9. Services

9.1 General

The Developer Covenants and agrees:

- a) Where the Plan of Subdivision is serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- b) Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.
- c) The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Director of Public Works, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the City from any claim arising from such damage.
- d) The Developer shall keep all portions of the development well, properly and efficiently drained during construction and completion and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the City from any claim arising from said damage.
- e) The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether

opened or unopened, or onto the property of any person or persons, the City, its servants or agents, may, at the City's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the City, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the City may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- f) The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, both within the Plan of Subdivision and elsewhere.
- g) All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the City's requirements and to the satisfaction of the Director of Public Works.
- h) All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Public Works, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Director of Public Works make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Public Works remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the City's requirements and to the satisfaction of the Director of Public Works.
- i) The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation NorthernTel, Union Gas, Eastlink and Hydro One) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Public Works, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas,

telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Director of Public Works, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.

- j) The City disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the City or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the public records of the various City Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Public Works.
- k) The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.
- l) The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Director of Public Works, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the City to the Developer, the City may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the City may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- m) All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the City's specifications therefore at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.

n) Prior to Commencement of Construction

No work shall be commenced until the designs for all Work and soil tests have been approved by the Director of Public Works and he or she may stop any work that is commenced without his or her approval. Any work undertaken by the Developer prior to this Agreement coming into force shall not be accepted by the City as a municipal service until such time as the Developer's engineer has advised the Director of Public Works, in writing, that such work has been carried out in accordance with applicable specifications. The Developer shall provide all the information and expose or reconstruct any service which the Director of Public Works may in his or her sole and absolute discretion require.

o) Contractor for Construction of Works

The Developer covenants and agrees not to let any contract for the performance of any of the Work or other matters set out in this section (section 9) unless the contractor has first been approved by the Director of Public Works, which approval shall not be unreasonably withheld. The contract(s) shall provide that the Director of Public Works may inspect the construction of all works and shall have authority to instruct the contractor(s) to stop work should any construction be undertaken contrary to the provisions of this Agreement or the City's design criteria, standards and specifications.

The Developer shall be solely responsible for the cost of all matters set out in this section (section 9) whether described as Works or otherwise. The City shall not be required to pay any portion of the related capital costs unless otherwise expressly provided in this Agreement or as expressly required by statute. In the event that the City incurs any expenses involving construction lien actions or any other actions respecting the construction of the matters set out in this section (section 9), such expenses shall be paid by the Developer forthwith on demand.

9.2 Survey Monuments to be Preserved

The Developer agrees:

- a) all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved; and
- b) if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

9.3 City's Right to Enter and Repair

- a) The City shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:
 - i) without notice to the Developer where, in the sole opinion of the Director of Public Works, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and
 - ii) where repairs to or maintenance of the said Works has not been completed within twelve (12) hours after written notice requiring such repairs or maintenance has been delivered to the Developer.
- b) The decision of the Director of Public Works that repairs, remedial work or maintenance to the said Works is required or that an emergency state exists requiring immediate repair or maintenance shall be final, conclusive and incontestable. Such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the City or an assumption by the City of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.
- c) The cost of any repair or maintenance work (including professional fees) undertaken by the City pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the City within thirty (30) days after a statement of account thereof has been delivered to the Developer. If the Developer fails to pay the amount due to the City within such thirty (30) day period, the City may and is hereby expressly authorized by the Developer to deduct the amount owing to the City for such repairs or maintenance from any monies or Letters of Credit deposited with the City.
- d) Repairs or maintenance undertaken by the Developer pursuant to this subsection, shall be completed in the presence of the Director of Public Works or his representative.

9.4 Inspection by City

The Developer covenants and agrees that the City, its employees, agents and contractors or any other authorized persons may inspect the construction under any contract, but such inspection shall in no way relieve the Developer from its responsibility to inspect the said construction itself. If the construction of the Work or other matters set out in this section (Section 9) is not, in the opinion of the Director of Public Works, being carried out in accordance with the provisions of this Agreement or in accordance with good engineering practices, the Director of Public Works may issue instructions to the Developer and/or to the Developer's engineer to take such steps as may be deemed necessary to procure compliance with the provisions of this Agreement. Such instructions may be written, or may be verbal, in which case the Director of Public

Works shall confirm them in writing within 24 hours. In the event that neither the Developer nor the Developer's engineer is present at the subdivision site to receive such verbal instructions, the Director of Public Works may instruct the contractor(s) to cease work forthwith.

9.5 Services to be Co-ordinated

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be coordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

9.6 Interim Work

The Developer agrees and acknowledges that, until the Director of Public Works affixes his signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

9.7 Roads

- a) The Developer agrees to perform and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.
- b) any existing road damaged during the development of the Plan of Subdivision shall be restored by the Developer, to the complete satisfaction of the Director of Public Works, prior to approval of the Certificate of Completion for Roadways.
- c) The Developer agrees to pave the travelled portion of all roads with an asphalt surface, and catch basins drained by storm sewers.
- d) The Developer shall be responsible for the clean-up and repair of all public streets, including boulevards, upon which obstructions or mud and dust are created or which are damaged by the installation and maintenance of all works to be constructed pursuant to this Agreement, regardless of the persons responsible for the obstructions, mud, dust or damage and to undertake such works as are necessary to clean the streets or repair the damage within 24 hours of verbal notification, and that, if the Developer fails to comply, the City shall be entitled but not obligated, to arrange for the necessary work to be undertaken at the Developer's expense and to draw upon any security provided under this Agreement to the extent necessary to pay such costs in connection therewith.

9.8 Sanitary Sewer System

- a) If required by the City and prior to execution of this Agreement by the City, the Developer shall undertake a review of existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Plan of Subdivision. In the event the downstream system is inadequate for the flow increase from this Subdivision, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Plan of Subdivision to the complete satisfaction of the Director of Public Works.
- b) The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the property line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the City shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Public Works and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the City's most recent specifications thereof.
- c) All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment prior to inspection as outlined in Section 5.3 of this agreement or upon receipt of any written notice from the Director of Public Works.
- d) All sanitary sewer Works shall be tested, and if necessary re-tested, and the method and time of testing shall be to the satisfaction of the Director of Public Works.
- e) All sanitary sewer Works shall be inspected and videoed via closed circuit TV to the satisfaction, and upon any written notice from, the Director of Public Works and prior to assumption of the sanitary sewer works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may; in the sole opinion of the Director of Public Works, be required.
- f) Prior to the Director of Public Works approving the Completion Certificate for Municipal Services, the Developer shall supply the Director of Public Works with "as constructed drawings" showing the location and depth of the sanitary sewer lateral constructed to service each Lot.
- g) The Developer agrees to perform and complete all sanitary sewer works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Public Works.
- h) Maintain all sanitary and storm sewers and appurtenances until assumed by the City.

- i) Not connect any watermain or sewer to existing City services unless authorized in writing by the Director of Public Works or his or her designate.

9.9 Storm Drainage System

- a) The Developer agrees to construct storm drainage and storm water management systems to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Public Works and the Ministry of the Environment, and construction and materials used therein shall be in accordance with the City's most recent specifications thereof.
- b) All storm sewer works shall be flushed and cleaned by high velocity sewer flushing equipment or upon receipt of any written notice from the Director of Public Works.
- c) All storm sewer Works shall be inspected and videoed via closed circuit TV to the satisfaction of, and upon any written notice from, the Director of Public Works and prior to assumption of the storm sewer Works by the City. In the event the results are not satisfactory in the sole opinion of the Director of Public Works, the Developer shall take such remedial steps as may, in the sole opinion of the Director of Public Works, be required.
- d) Prior to the Director of Public Works approving the Completion Certificate for Municipal Services, the Developer shall supply the Director of Public Works with "as constructed drawings" showing the location and depth of the storm sewer lateral constructed to service each Lot.

9.10 Storm Water Management System

- a) The Developer agrees that prior to the City executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Director of Public Works and the Ministry of the Environment, indicating the following:
 - i) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in "Storm Water Management Practices Planning & Design Manual - June 1994" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;
 - ii) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water

management system must provide Level 1 protection for downstream fisheries and resources); and

- iii) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the “Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites” May 1987 and the latest revision thereof or such more stringent standards as may be applicable.
- b) The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 9.16 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands.
- c) The Developer agrees to carry out or to have carried out all storm water management techniques and works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Subdivision Grading Plan and Storm Water Management Plan to the complete satisfaction of the Director of Public Works.

9.11 Water Distribution System

- a) The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curb stops and boxes, blow-offs and ground hydrants as may be required, for the purpose of servicing the Plan for Subdivision. The water distribution system shall be constructed according to the Plans approved by the Director of Public Works and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the City’s most recent specifications thereof.
- b) The Developer shall adjust the grade of any or all water service boxes, valve chambers, valve boxes and hydrants as may be required by the City.
- c) The Developer shall maintain all watermain services and appurtenances until assumed by the City.
- d) The Developer shall not open or close any valve, hydrant or gate in any street watermain connected into and served by the City's system of water supply, or alter or interfere with same in any manner, unless authorized in writing by the Director of Public works or his or her designate.
- e) The Developer shall install, charge, test and maintain the water distribution system as required by the approved Plans and specifications in accordance with this Agreement and legislative requirements to the complete satisfaction of the Director of Public Works.

- f) The water supply and distribution system shall be designed to accommodate residential and fire flows with the minimum size of 150 mm in diameter.
- g) All water mains shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with City standards and to the satisfaction of the Director of Public Works prior to approval of the Completion Certificate for Municipal Services.
- h) The Developer shall, prior to the Director of Public Works approving the Completion Certificate for Municipal Services, supply the Director of Public Works with “as constructed drawings” showing the location and depth of the water connections constructed to service each of the Lots.

9.12 Street and Traffic Signs

- a) The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Public Works during the construction period.
- b) The Developer shall supply and erect all permanent street and traffic signs and other traffic control devices required by the approved Plans and to the satisfaction of the Director of Public Works prior to approval of the Completion Certificate for Municipal Services. All signs shall conform to the current standards of the City.

9.13 Electrical Distribution System and Street Lighting

- a) The Developer shall arrange with Hydro One for the design, provision and installation of all electrical transmission and distribution system and street lighting system required to serve all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications thereof approved by Hydro One and the Director of Public Works. All such facilities shall be installed underground unless specific external systems are approved by Hydro One and the Director of Public Works. The cost of providing such facilities shall be borne by the Developer.
- b) The Developer shall arrange with Hydro One for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to Hydro One upon receipt of a statement of account thereof.
- c) Prior to the Director of Public Works approving the Certificate of Final Acceptance for Municipal Services, the Developer shall deliver to the City satisfactory proof of installation and construction of the aforesaid electrical

transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the City, and upon Council passing the Assumption By-Law for Municipal Services the City will assume the street lighting system into the City's street light inventory.

9.14 Utility Services

The Developer covenants and agrees not to start construction of any Works or other matters identified in this section (section 9) until composite utility plan or plans have been signed by all applicable authorities or unless otherwise approved by the Director of Public Works.

The Developer covenants to enter into an agreement or agreements with such applicable utility companies, to provide utilities as required, to satisfy all requirements, including but not limited to the maintenance and repair of their facilities and equipment until the Assumption of the Plan of Subdivision by the City.

All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing telephone cables and coaxial cables, shall be installed underground with pad-mounted transformers. All Utility Services shall be installed and constructed prior to the Director of Public Works approving the Certificate of Completion for Municipal Services.

9.15 Landscaping

- a) The Developer shall grade and place a minimum of 75 mm of topsoil together with pre-approved seed on all portions of road allowances in the Plan of Subdivision not covered by asphalt or sidewalks and along all sides of the Plan of Subdivision abutting on adjacent existing streets. All landscaping as herein described shall be considered as part of the cost of construction of services for the Plan of Subdivision, and shall be completed prior to the Director of Public Works approving the Completion Certificate for Roadways.
- b) All drainage ditches, swales and depressions within the Plan of Subdivision shall be seeded prior to the sale or development of any lots. The Developer shall maintain all drainage ditches, swales and depressions until the associated lot is transferred to another party.

9.16 Subdivision Grading and Drainage

- a) Unless otherwise approved or required by the City, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:
 - i) the City has agreed in writing to such alteration or removal; and

- ii) the City has approved the Subdivision Grading Plan pursuant to the terms of this Agreement.
- b) Prior to execution of this Agreement by the City or commencing any phase of development the Developer shall prepare and provide the City, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision.
- c) The following grading works shall be completed prior to the sale or development of any lots:
 - i) construction and seeding of all drainage swales and other erosion control devices to the satisfaction of the Director of Public Works for the Plan of Subdivision, subject to weather conditions; and
 - ii) where applicable, rough grading of all Lots to generally conform to the Subdivision Grading Plan.
- d) Upon completion of the Works and prior to the sale or development of any lot, the Developer will provide the City with an As Constructed Subdivision Grading Plan and Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer. The As Construction Subdivision Grading Plan will confirm the elevations on the corners of each lot.
- e) The Owner will be required to enter into a Site Plan Control Agreement with the City pursuant to Section 41 of the Planning Act and By-law No. 2218 being a By-law to Designate Site Plan Control Areas within the Town of New Liskeard.
- f) The Owner will be required to provide a Lot Grading Deposit to ensure that the As Constructed Lot Grading conforms to the Subdivision Grading Plan.
- g) The Owner will be required to provide an As Constructed Lot Grading Plan and a Certificate of Conformance prepared by an Ontario Land Surveyor or Professional Engineer which will confirm the elevations on the corners of each lot.
- h) If drainage problems arise which are as a result of non-compliance with the requirements of this Agreement, the Developer or Owner shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the City may enter upon the Lands to remedy any such problem and the costs of any remedial works deemed necessary shall be the responsibility of the Owner or Developer, whoever is the owner of the lot in question, and if not reimbursed to the City forthwith after being incurred by the City, the City may collect such costs in like

manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

10. Completion, Maintenance, Acceptance and Assumption Of Works

10.1 Condition Precedent

The performance by the Developer of its obligations in this Agreement to the satisfaction of the Director of Public Works shall be a condition precedent to the approval, maintenance, acceptance and assumption of the works or any of them by the City.

10.2 Time to Complete Servicing

The Developer shall proceed with the installation or construction of the Works required by this Agreement and the approved Plans with all reasonable dispatch and shall complete:

- a) all required Municipal Services, within one year after the date of registration of the Plan of Subdivision; and
- b) Roadways including asphalt, curbs and gutters within three (3) years after the completion of Municipal Services or forthwith after 50% of the building construction has been completed whichever occurs earlier unless otherwise approved by the Director of Public Works.

The Director of Public Works may extend the time for completion of Municipal Services or Roadways or any of them for such length of time as he or she may deem expedient upon written application of the Developer with reasons why the extension is required.

10.3 Roads

- a) Until Council passes an Assumption By-Law for Roadways assuming all the roads constructed, the Developer, on behalf of itself, its successors and assigns, including its successors in title to the Lands in the Plan of Subdivision, hereby releases, discharges and agrees to indemnify and save harmless the City from and against all actions, causes of action, suits, claims and demands whatsoever and howsoever arising, and without limiting the generality of the foregoing, which may arise by reason of:
 - i) any alteration of the existing grade or level of any road or roads on the said Plan to bring the grade or level in accordance with the plans approved by the Director of Public Works;

- ii) any damage to the lands abutting on any road or roads shown on the Plan of Subdivision or to any building erected thereon arising from or in consequence of any such alteration of grade or level; and
 - iii) any damages or injuries (including death) to persons or damage to property occurring or arising on any road or roads on the said Plan of Subdivision, however caused.
- b) All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the City.

10.4 Completion Certificate for Municipal Services

- a) Municipal Services installation will not be considered complete by the City until an inspection has been made by the Director of Public Works or his designate and the Completion Certificate for Municipal Services has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during his inspection by the Developer's Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Municipal Services.
- b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c) Prior to the Director of Public Works approving the Completion Certificate for Municipal Services, the documentation listed in Sections 10.4 (d) and 10.4 (e) must be provided to the Director of Public Works in a single submission package.
- d) The Developer's Engineer shall provide to the Director of Public Works:
 - i) Certificate(s) verifying that all Municipal Services were installed and constructed in accordance with approved Plans and specifications;
 - ii) Certificate(s) providing actual cost of Municipal Services completed;
 - iii) Certificate(s) stating that all water mains have been flushed, chlorinated and pressure tested in accordance with legislative standards;
 - iv) Certificate(s) stating that all water main tracer wire has been tested and all of the new water system can be traced;
 - v) Certificate(s) stating that all storm and sanitary sewers have been flushed, tested, inspected and videoed via close circuit T.V.;

- vi) Copies of the storm and sanitary sewer inspection video tape(s) and documentation; and
 - vii) Certificate(s) stating that all utility services, required to service the Plan of Subdivision are installed and constructed.
- e) The Developer shall provide the Director of Public Works with:
- i) a Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
 - 1) all such Works have been completed in accordance with the terms of this Agreement and the approved Plans and specifications;
 - 2) all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 - 3) that there are no outstanding debts, claims or liens in respect of such Work.
 - ii) a Progress Certificate signed by the Engineer certifying such Works have been installed, fully completed, repaired and maintained in accordance with the provisions hereof;
 - iii) satisfactory evidence that all grading and drainage Works have been completed in accordance with the Subdivision Grading Plan;
 - iv) original drawings showing each of the said Works “as constructed” together with electronic drawing files in AutoCAD format;
 - v) certificate from a registered Ontario Land Surveyor certifying he has found and/or replaced all standard iron bars shown on the registered Plan of Subdivision as of a date not earlier than seven days prior to the Director of Public Works approving the subject Completion Certificate;
 - vi) plans showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the Lots; and
 - vii) a cost statement for the subdivision showing the actual costs of installing, constructing, repairing, inspecting, testing and maintaining such Works completed to date and the estimated costs for all outstanding Works.
- f) Subject to Sections 10.4(d) and 10.4(e) hereof, upon receipt of the required documentation and the Director of Public Works’ satisfaction that the installation and construction of all Municipal Services has been completed in

accordance with this Agreement and approved Plans, the Director of Public Works, shall date and approve the Completion Certificate of Municipal Services.

10.5 Completion Certificate for Roadways

- a) Roadway installation will not be considered complete by the City until an inspection has been made by the Director of Public Works or his designate and the Completion Certificate for Roadways has been issued by the Director of Public Works. The Director of Public Works shall be accompanied during his inspection by the Developer's Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Public Works, prior to the approval of the Completion Certificate for Roadways Services.
- b) The City may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c) Prior to the Director of Public Works approving the Completion Certificate for Roadways, the documentation listed in Sections 10.5 (d) and 10.5 (e) must be provided to the Director of Public Works in a single submission package.
- d) The Developer's Engineer shall provide to the Director of Public Works:
 - i) Certificate(s) verifying that all Roadways were installed, repaired and constructed in accordance with approved Plans and specifications;
 - ii) Certificate(s) providing actual cost of Roadways completed; and
 - iii) Certificate(s) stating that all sewers have been flushed and cleaned after placement of surface course asphalt.
- e) The Developer shall provide the Director of Public Works with:
 - i) a Statutory Declaration from the Developer in a form satisfactory to the Director of Public Works setting out the Works completed and verifying:
 - 1) all Works have been completed in accordance with the terms of this Agreement and the approved Plans and specifications;
 - 2) all accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 - 3) that there are no outstanding debts, claims or liens in respect of such Works;

- ii) original drawings showing each of the said Works “as constructed” together with electronic drawing files in AutoCAD format;
 - iii) Provide a cost statement for the subdivision showing the actual costs of installing, constructing, repairing, inspecting, testing and maintaining such Works completed to date and the estimated costs for all outstanding Works.
- f) Subject to Sections 10.5(d) and 10.5(e) hereof, upon receipt of the required documentation and the Director of Public Works’ satisfaction that the installation and construction of all Roadways has been completed in accordance with this Agreement and approved Plans, the Director of Public Works shall date and approve the Completion Certificate for Roadways.

10.6 Maintenance of the Subdivision

- a) The Developer shall be responsible for the general tidy appearance and carry out all weed cutting and maintenance on all unsold lands and all un-assumed roads to the satisfaction of the Director of Public Works.
- b) The Developer shall adequately maintain all roads within the Plan of Subdivision free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Public Works until Council passes an Assumption By-Law for Roadways. Snowplowing shall be provided by the City at the established standard and provided that at least one lot has been developed with a residential dwelling.
- c) The Developer shall be responsible to control weeds and to maintain vacant lands owned by the Developer free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the City for municipal purposes.
- d) The Developer shall maintain the Works, and every part thereof, in perfect order and in complete repair for the duration of the Maintenance Guarantee Period and shall repair in a permanent manner satisfactory to the Director of Public Works any and all damage or injury to the Works, both during construction and during the period of maintenance as aforesaid.
- e) Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the City, the Director of Public Works, at his sole option, after giving the Developer twelve (12) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Public Works shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by

the City not reimbursed by the Developer forthwith may be collected by the City in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- f) The Developer's obligation to maintain the Works as aforesaid shall commence on the approval date of the Completion Certificate for the Works and extend for a minimum of one (1) year or until the Director of Public Works approves the Certificate of Final Acceptance for such Works whichever occurs last (this period is herein referred to as the "Maintenance Guarantee Period").
- g) The Maintenance Guarantee Period for Municipal Services shall commence on the date the Director of Public Works approves the Completion Certificate for Municipal Services.
- h) The Maintenance Guarantee Period for Roadways shall commence on the date the Director of Public Works approves the Completion Certificate for Roadways.

10.7 Certificate of Final Acceptance

- a) Upon expiration of the one year Maintenance Guarantee Period for Municipal Services and Roadways as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Public Works, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the City and the Director of Public Works shall approve the Certificate of Final Acceptance prepared by the Developer's Engineer.
- b) If upon inspection of the applicable Works all deficiencies have not been rectified to the complete satisfaction of the Director of Public Works the Maintenance Guarantee Period shall be extended until such time as all deficiencies have been rectified and the Certificate of Final Acceptance has been approved by the Director of Public Works.
- c) The Director of Public Works may withhold approval of a Certificate of Final Acceptance, if, in the sole opinion of the Director of Public Works, the Developer is in default of its obligations to inspect, repair, construct or maintain any of the Works pursuant to this Agreement and the approved Plans.

10.8 Assumption of Municipal Services and Roadways

- a) The Developer hereby acknowledges that upon assumption by the City of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the City without payment thereof, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the City by Council passing:
 - i) an Assumption By-Law for Municipal Services after the Director of Public Works approves the Certificate of Final Acceptance for Municipal Services; and
 - ii) an Assumption By-Law for Roadways after the Director of Public Works approves the Certificate of Final Acceptance for Roadways.
- b) The Assumption By-Law for Municipal Services shall not include the streets and roadways constructed by the Developer within the Plan of Subdivision nor the Utility services other than the street lights.
- c) The Assumption By-Law for Roadways includes finished streets and roadways as constructed by the Developer within the Plan of Subdivision.

11. Permits, Fees, Deposits And Occupancy

11.1 Development Costs

- a) The Developer acknowledges and confirms that all charges, payments, Works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof are at the expense of the Developer within the Plan of Subdivision, as a condition of approval under Section 51 of the *Planning Act*; or
- b) The Developer hereby releases and forever discharges the City from any and all claims for credit against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.

12. Security Deposits and Cash Payments

12.1 General

- a) The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security on account of aforesaid costs in accordance with Schedule “F” annexed hereto prior to the commencement of on site works. The security be in the form of a standby Letter or Letters of Credit with **automatic renewal provision**, in a form approved by the City. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the City returns the Letter of Credit in accordance with the provisions of this agreement.
- b) The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the City may draw on the Letter of Credit and enter onto the Lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- c) The Developer acknowledges and agrees that the City reserves the right to draw on and use the proceeds from the Letters of Credit to complete any work or matter required to be done by the Developer pursuant to this Agreement. The Developer further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the City determines that any reduction in the Letter of Credit would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Developer pursuant to this Agreement, the City will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the City has sufficient security to ensure that such work will be completed.
- d) Whenever in this Agreement a Letter of Credit is required to be filed with the City, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the City as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- e) The Developer acknowledges that upon the transfer of any ownership of the Lands, the City will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the City.

- f) The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to the commencement of works, the Developer's Engineer shall provide the City with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Municipal Services and Roadways and City inspection charges, engineering, administrative and consulting fees shall be calculated, in a manner satisfactory to the Director of Public Works, on the basis of the Developer's Engineer's estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule "F" annexed hereto.
- g) From time to time, upon written request, the Developer's Engineer shall be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and constructed to date, and the estimated cost of all outstanding Works, and the Director of Public Works may adjust the amount of security required if the actual cost of construction of all Works, installed and constructed to date or the estimated cost of all outstanding Works exceeds the original estimated costs as set out in Schedule "F" annexed hereto and the Developer shall be required to obtain, and the Developer hereby covenants to obtain, an amendment to the security to give effect thereto. In the event the Developer fails to increase the amount of security within seven (7) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in Final Default of the terms and conditions of this Agreement.

12.2 Cash Payments

- a) The Developer shall reimburse the City, all legal costs incurred by the City associated with the preparation, administration and registration of this Agreement.

12.3 Letter of Credit Roadways

- a) Prior to the City's adoption of an assumption by-law for the roadway for public use, the Developer shall provide a Letter of Credit in the amount of 120% of the cost of asphalt, asphalt curbs and gutters and seeding of boulevards, which shall be subject to the provisions as set out below for default in the provision of such services in accordance with the terms of this Agreement.
- b) Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Roadways secured under Section 12.5 a) of this Agreement; secondly, administrative and legal costs still owing; thirdly, any taxes for the then current year whether levied or unlevied, based on the

assessment applicable; and finally, shall return the balance, if any, to the Developer.

12.4 Upon written demand by the Director of Public Works and upon the Developer making application for release of security, the Developer shall deliver to the City, a statutory declaration by or on behalf of the Developer stating:

- a) the date of completion of the subject services;
- b) Works completed to date;
- c) all accounts that have become due and payable in connection with the construction, installation, inspection, repair and maintenance of the subject services have been paid; and
- d) all requirements of the *Construction Lien Act* have been complied with to date and proof of expiration of liens under the *Construction Lien Act*.

13. Insurance

13.1 Prior to commencement of any Works, the Developer shall, at his sole expense, provide the City with:

- a) a certified copy of the Developer's third party All Perils and Liability Insurance Policy naming the City as an additional insured in a form satisfactory to the City as follows:
 - i) the policy is to be written on the comprehensive form including contractual liability and complete operations with an inclusive limit of two million dollars (\$2,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);
 - ii) the Liability Insurance Policy shall not contain any exclusions for damage to property, support of any property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise and shall not contain an exclusion for blasting;
 - iii) the Standard Automobile Policy shall cover both owned and non-owned vehicles with inclusive limits of not less than one million dollars (\$1,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);

- iv) excess umbrella liability coverage of one million dollars (\$1,000,000.00) for all risks included in (i) and (ii) above shall be provided with a retained limit up to ten thousand dollars (\$10,000.00);
- v) “Cross Liability” and “Severability of Interest” clauses or endorsements shall be provided;
- vi) an endorsement will be provided to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the City from the insurer;
- vii) the premium for the said policies shall be paid initially for a period of one (1) year and the policy shall be renewed for further one-year periods until all Works required under this Agreement are installed and assumed by the City;
- viii) The policy of insurance shall not be construed as relieving the Developer from responsibility for the deductibles or other or larger claims, if any, for which the Developer or City may be held responsible;
- ix) A certificate from the Workplace Safety Insurance Board certifying the contractor is in good standing with the Board; and
- x) Satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

14. Default

14.1 Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, any contract awarded for the Works or the approved Plans, or upon the Developer becoming insolvent or making any assignment for the benefit of creditors, the City, at its option, may declare the Developer to be in default. Notice of such default shall be given by the City, and if the Developer shall not remedy such default within such time as provided in the notice, the City may declare the Developer to be in Final Default under this Agreement and shall then forthwith give notice thereof to the Developer. Upon notice of default having been given, the City may require all work by the Developer, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid to cease. Upon Final Default of the Developer, the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- a) enter upon the land shown on the said Plan of Subdivision, by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Developer,

- and collect the cost thereof from the Developer and/or enforce any security available to it;
- b) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
 - c) retain any sum of money heretofore paid by the Developer to the City, for any purpose, and apply the same in payment or part payment for any work which the City may undertake;
 - d) assume any work or services whether the same have been completed or not, and thereafter the Developer shall have no claim or title thereto or remuneration thereof;
 - e) bring action to compel specific performance of all or any part of this Agreement, or for damages or other relief or remedy; or
 - f) exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law or in equity.

14.2 Developer shall be deemed to be in Final Default if:

- a) the City receives written notice from the Bank of its intention to not renew the Letter of Credit.
- b) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
- c) the City receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the City is being altered, cancelled or allowed to lapse;
- d) the Developer has not made provision for renewal at least thirty (30) days prior to the date of expiry of any insurance policy;
- e) upon sale of the Lands the new Developer has not delivered to the City, replacement security deposits; or
- f) the Developer fails to increase security as required by the provisions of this Agreement.

15. Interpretation

It is hereby agreed that in construing this Agreement the words "Developer" and the personal pronoun "he", "it", "his" or "him" relating thereto and used therewith,

shall be read and construed as “Developer or Developers”, and “he”, “she”, “it” or “they”, “his”, “hers”, “its” or “their”, and “him”, “her”, “it” or “them” respectively, as the number and gender of the Party or Parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

Schedule "A"
Description of Lands

PIN 61343-0002
Part of Broken Lot 10 Con 2
Former Township of Dymond

Schedule “B”
Lands Conveyed for Public Purposes

Nil.

**Schedule “C”
Required Municipal Easements**

Sanitary sewer and watermain, 10 metres in width, between Lots 11 and 12

Sanitary sewer, watermain and culverts, 50m wide easement adjacent to north limit of Dawson Point Road right-of-way, within ravine west of Lots 11 and 12.

Schedule “D”

Required Utility Easements

NIL

Schedule “E”

Building Lot Elevations

As per Lot Grading Plan prepared by Exp Services Inc. and endorsed by the Director of Public Works.

Schedule “F”

Draft Plan Conditions

Reserved – Authority to impose draft conditions rest with the City of Temiskaming Shores

Schedule “G”

Special Provisions

1. **Approvals:**

- a) All servicing system designs, Plans and specifications must be approved in writing by the Director of Public Works prior to execution of this Agreement by the City and/or commencing construction of any of the Works, whichever event shall first occur.
- b) The Developer must obtain Ministry of Environment Certificates of Approval for the servicing systems prior to execution of this Agreement by the City and/or commencing construction of any of the Works, whichever event shall first occur.
- c) The Storm Water Management Report, including the engineering submission, Erosion and Sediment Control Plan for the development and the Subdivision Grading Plan, must be approved in writing by the City.

2. **Street and Traffic Signs**

The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Public Works during the construction period.

3. **Tenders and Contracts**

It is acknowledged that the City does not require the Developer to call tenders for the Works. However, any contract documents that the Developer accepts for the Works may be subject to review and approval by the Director of Public Works.

The Corporation of the City of Temiskaming Shores

By-law No. 2016-076

**Being a by-law to authorize an Agreement with the
Haileybury Family Health Team for the rental of space at
the Haileybury Medical Centre**

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 CS-002-2016 at the May 3, 2016 Regular Council meeting and authorized an increase of 1.2% for 2016 and further directed staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team (HFHT) for office space for consideration at the May 3, 2016 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 235)** at the Haileybury Medical Centre for use by a **Social Worker and Dietician**, a copy of which is attached hereto as **Schedule “A”** and forming part of this by-law;
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Rooms 232/234)** at the Haileybury Medical Centre for use by a **Nurse Practitioner**, a copy of which is attached hereto as **Schedule “B”** and forming part of this by-law;
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 221)** at the Haileybury Medical Centre for use by a **Registered Nurse**, a copy of which is attached hereto as **Schedule “C”** and forming part of this by-law;
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 250)** at the Haileybury Medical Centre for use by a **Social Worker**, a copy of which is attached hereto as **Schedule “D”** and forming part of this by-law;

5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 236)** at the Haileybury Medical Centre for use by an **Executive Leader**, a copy of which is attached hereto as **Schedule “E”** and forming part of this by-law;
6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law;
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law;
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 239)** at the Haileybury Medical Centre for general use by the Haileybury Family Health Team, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law;
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" to By-law No. 2016-076

Dated this 3rd day of May, 2016

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Social Worker and Dietician

(ROOM 235)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 3rd day of May, 2016.

Between:

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

And:

The Haileybury Family Health Team
for the Administrative Assistant
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2016** and ending on the **31st day of March, 2017**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.74/ft² per month (**\$410.87** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule “B” to By-law No. 2016-076

Dated this 3rd day of May, 2016

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Nurse Practitioner
(ROOM 232/234)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 3rd day of May, 2016.

Between:

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

And:

The Haileybury Family Health Team
For the Nurse Practitioner
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **400 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

TOGETHER with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2016** and ending on the **31st day of March, 2017**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.74/ft² per month (**\$696.33** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule “C” to By-law No. 2016-076

Dated this 3rd day of May, 2016

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Registered Nurse
(ROOM 221)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
POJ 1K0

This Lease made this 3rd day of May, 2016.

Between:

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

And:

The Haileybury Family Health Team
For the Registered Nurse
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2016** and ending on the **31st day of March, 2017**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.74/ft² per month (**\$410.87** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Tenant

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "D" to By-law No. 2016-076

Dated this 3rd day of May, 2016

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Social Worker
(ROOM 250)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 3rd day of May, 2016.

Between:

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

And:

The Haileybury Family Health Team
For the Social Worker
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April 1 2016** and ending on the **31st day of March, 2017**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.74/ft² per month (**\$410.87** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "E" to By-law No. 2016-076

Dated this 3rd day of May, 2016

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Executive Leader
(ROOM 236)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 3rd day of May, 2016.

Between:

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

And:

The Haileybury Family Health Team
For the Executive Leader
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2016** and ending on the **31st day of March, 2017**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.74/ft² per month (**\$410.87** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "F" to By-law No. 2016-076

Dated this 3rd day of May, 2016

Lease Agreement

- between -

The Corporation of the City Of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Clerical Worker
(ROOM 240)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 3rd day of May, 2016.

Between:

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

And:

The Haileybury Family Health Team
For the Nurse Practitioner
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2016** and ending on the **31st day of March, 2017**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.74/ft² per month (**\$410.87** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule “G” to By-law No. 2016-076

Dated this 3rd day of May, 2016

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Clerical Worker
(ROOM 240)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 3rd day of May, 2016.

Between:

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

And:

The Haileybury Family Health Team
For the Clerical Worker
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2016** and ending on the **31st day of March, 2017**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.74/ft² per month (**\$410.87** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "H" to By-law No. 2015-060

Dated this 3rd day of May, 2016

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

General Use for the
Haileybury Family Health Team
(ROOM 239)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 3rd day of May, 2016.

Between:

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

And:

The Haileybury Family Health Team
For the Clerical Worker
(hereinafter called the "Tenant")

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

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

4. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **91 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

Together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

5. Term

To hold the premises for a term commencing on the **1st day of April, 2016** and ending on the **31st day of March, 2017**.

6. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.74/ft² per month (**\$158.42** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Appendix 01 General Covenants

1. Tenant's Covenants

The Tenant covenants with the Landlord:

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

- g) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.

- m) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

2. Landlord's covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting is done daily five days of the week;
- g) **Heat** - to heat the premises;

- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice in accordance with the provisions stated in the Tenant Protection Act; and
- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

3. Provisos

Provided always and it is hereby agreed as follows:

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

- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of

the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

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

order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

4. Headings

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

5. Effect of Lease

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

Corporation of the City of Temiskaming Shores

By-law No. 2016-077

**Being a by-law to enter into an Easement Agreement
with the Agricultural Research Institute of Ontario for the
construction/extension of the STATO Trail across lands
described as Parcel 14502 SST, Part of Lot 9 Concession
2 in the Township of Dymond**

Whereas under Section 8 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 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

And whereas Council considered Memo No. 009-2016-PW at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Easement Agreement with the Agricultural Research Institute of Ontario for the construction/extension of the STATO Trail for consideration at the May 3, 2016 Regular Council meeting.

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

1. That the Mayor and Clerk are hereby authorized to enter into an Easement Agreement with the Agricultural Research Institute of Ontario (ARIO) for the construction/extension of the STATO Trail across lands described as Parcel 14502 SST, Part of Lot 9, Concession 2, 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 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

This Agreement made in triplicate and effective on the 1st of April, 2016

Agreement by AGRICULTURAL RESEARCH INSTITUTE OF ONTARIO,
a body corporate continued under the Agricultural Research Institute of Ontario Act,
R.S.O. 1990, c. A.13

(herein called "ARIO")

and

City of Temiskaming Shores
(herein called the "City")

1. ARIO is the owner of lands and is in possession of the lands indicated in Schedule "A" and described as Parcel 14502 Section SST, Part of Lot 9, Concession 2, Part 10 TER283, except Part 1, Plan 54R3074, and possesses a right of way over Part 1, Plan 54R3074; PIN 61341-0714(LT) in the Township of Dymond, City of Temiskaming Shores.
2. For greater clarity, the City wishes to construct a sidewalk (herein called the "Sidewalk") on the Property indicated by the cross-hatching in Schedule "A".
3. ARIO hereby grants the City, its successors and assigns, permission to construct and maintain the Sidewalk on the Property.
4. The City shall be responsible for constructing and maintaining the Sidewalk at its own expense.
5. Upon termination of this Agreement, it is the responsibility of the City to return the Property to the condition it was prior to the construction of the Sidewalk unless the Parties agree otherwise in writing.
6. The City shall have sole liability and maintain any insurance necessary or arising from access or use of the Property by the public or any other entity or individual including the City, its agents and employees. ARIO shall be named as co-insured on any such insurance. The City shall provide ARIO with certificates of insurance, or other proof as may be requested by ARIO that confirms the insurance coverage.
7. The City consents and agrees that it has sole responsibility for the construction and maintenance of the Sidewalk. The City shall maintain the fence indicated by Schedule "A" to separate the Property from adjacent ARIO lands and maintain appropriate lighting and signage on the Property indicating adjacent ARIO lands are not for public access and that trespassing on adjacent ARIO lands is not permitted.
8. a) ARIO covenants and agrees not to erect any buildings, structures, or other obstructions of any nature whatever, or pile materials of any kind, which may interfere with the safe and efficient use of the Property.

b) The City, its successors and assigns, agree to not damage directly or indirectly any adjacent lands or structures on such lands, including any damage to the environment. Should such damage occur, the City shall be solely responsible for all necessary repair and remediation costs.

c) The City, its successors and assigns, also agree to not erect any buildings, structures or other obstructions of any nature whatever, or pile materials of any kind, which may interfere with the safe and efficient operation and maintenance and use of the adjacent lands.

9. a) In consideration of the rights granted herein by ARIO to the City, its successors and assigns, shall indemnify and hold harmless ARIO, Her Majesty the Queen in Right of Ontario and their agents, directors, employees and volunteers from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with any use of the Sidewalk or surrounding Property, including the City and its successors and assigns and their agents, customers, service providers, employees, and contractors and any other party's use or access of the Sidewalk or surrounding Property.

b) All modifications or addition of any fixtures to the Property other than the activities necessary to construct the Sidewalk and to maintain the Sidewalk, fence and Property require prior written consent of ARIO.

c) The City, its successors and assigns shall be responsible for any and all costs of any modification, maintenance or repairs to the Sidewalk and surrounding Property as required.

10. All covenants herein contained shall be construed to be several as well as joint, and wherever the singular and the masculine are used in this Agreement unless otherwise stated, the same shall be construed as meaning the plural or the feminine or neuter where the context requires.

11. This Agreement replaces all other agreements whether verbal or written between the Parties with regard to the Property.

IN WITNESS WHEREOF the Parties have executed this Agreement.

AGRICULTURAL RESEARCH INSTITUTE OF ONTARIO,
a body corporate continued under the Agricultural Research Institute of Ontario
Act, R.S.O. 1990, c. A.13

Date

Name: Christine Primeau
Title: Director of Research

THE CITY OF TEMISKAMING SHORES

Date

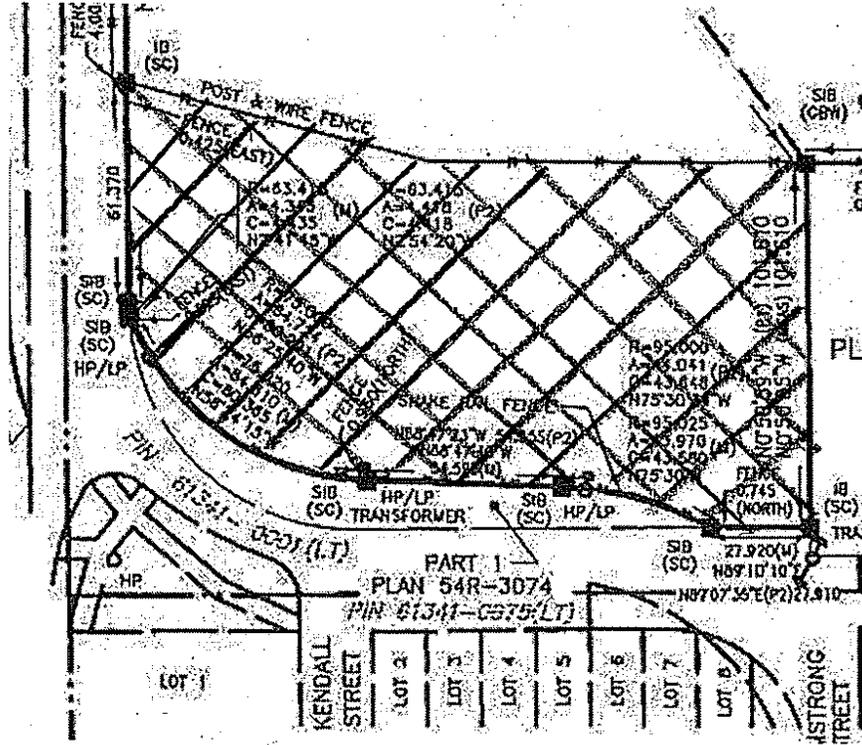
Name: Carman Kidd
Title: Mayor

Date

Name: David B. Treen
Title: City Clerk

We have authority to bind the City

Expanded View:



The Corporation of the City of Temiskaming Shores

By-law No. 2016-078

**Being a by-law to enter into an agreement with
Nedco for the Supply and Delivery of LED Bulbs
for City Hall**

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-022-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Nedco for the Supply and Delivery of LED Bulbs for consideration at the May 3rd, 2016 Regular meeting of Council;

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 Nedco for the Supply and Delivery of LED Bulbs at a unit price of \$16.25 per LED Bulb plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2016-078

Agreement between

The Corporation of the City of Temiskaming Shores

and

Nedco

for the Supply and Delivery of LED Bulbs

This agreement made in duplicate this 3rd day of May 2016.

Between:

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

and

Nedco
(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 Delivery of LED Bulbs
PW-RFQ-002-01-2016**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01, forming part of this agreement;
- c) Complete, as certified by the City, all the work by **June 1st, 2016.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit price of Sixteen Dollars and Twenty-Five (\$16.25) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by 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:

The Owner:

Nedco Kirkland Lake
11 George St.
Kirkland Lake, Ontario
P2N 3G7

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

Attn.: Richard Callin

Attn.: Mitch Lafreniere

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

Signed and Sealed in)
the presence of)

Nedco

Contractor’s Seal)
(if applicable))

Sales Manager- Richard Callin

Witness
Print Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2016-078

Form of Agreement



QUOTATION

Rexel Reference Number 8784928

NEDCO KIRKLAND LAKE
11 GEORGE ST.
KIRKLAND LAKE, ON P2N 3G7
TEL: 705-567-2375 FAX: 705-567-2727

Submitted to: THE CITY OF TEMISKAMING SHORES
325 FARR DR.
HAILEYBURY
P0J 1K0
Fax (000)000-0000
Email andrew.burdick@nedco.ca

Customer Ref.
Ship to: THE CITY OF TEMISKAMING SHORES
325 FARR DR.
HAILEYBURY
P0J 1K0

Quote valid until: 18 MAY 16
Payment Terms: NET 30 DAYS
Freight Terms: FOB SP PPD
Ship Via: BEST METHOD
Quoted By: ANDREW BURDICK

Ship to No.: 4614

Special Instructions

This document is subject to our standard terms and conditions available upon request or at our website www.nedco.ca

Quantity	Product Code/Description	U/M	Net Price	Extended Price
411	SYELED15T8L48850SUB (001) LED15T8L48/850/SUB 4FT T8 LED SUB 50K NAED 75184	EA	16.25	6678.75
	For 24 hour pricing please visit our website: www.nedco.ca			
	TOTAL Before Taxes			6678.75
	Taxes Extra			

Organization:

Please provide the following information concerning your organization.

Type of Entity:

(Corporation) NEDCO, DIV. OF REXEL CANADA ELECTRICAL INC

(Partnership) _____

(Individual) _____

(Other) _____

Name of Principal, Owners or Partner: _____

Years of Service: _____

Name & Position with Organization: _____

Number of years this organization has been in business: 104

Have members of this organization operated under former names/businesses?

Yes ___ No

If "yes," list name, type of entity and names of principal, owners or partners.

Respondent Information Form

RESPONDENTS must complete this form and include with the Proposal Submission
Please ensure all information is legible.

1.	Respondent's Main Contact Individual	RICHARD CALLIN
2.	Address	11 GEORGE ST KIRKLAND LAKE, ONT
3.	Office Phone #	705-567-2375
4.	Toll Free #	888-829-3426
5.	Cellular #	705-568-7637
6.	Pager #	NIL
7.	Fax #	705-567-2727
8.	e-mail address	RICK. CALLIN @ NEDCO. CA
9.	Website	NEDCO. CA
10.	Tax Account #	NIL
11.	Manufacturer ISO Certified?	<u>YES</u> NO

Acknowledgement To Receipt Of Addenda

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s)

<u>ADDENDUM #</u>	<u>DATE RECEIVED</u>
# _____	_____
# _____	_____
# _____	_____

Check here if NO Addenda received.

RICHARD CALLIN
RESPONDENT

[Signature]
SIGNATURE

APRIL 18 2016
DATE

To the City of Temiskaming Shores, hereafter called the "Owner ":

I/WE Richard Callin the undersigned declare:

1. THAT I/WE have carefully examined the locality and site of the proposed Works, as well as all the Contract Document, (Health & Safety Regulations) relating thereto, prepared, submitted and rendered available by the Owner, by and on behalf of the Municipality and hereby acknowledge the same to be part and parcel of any Contract to be let for the Work therein described or defined.
2. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Bid or in the Contract proposed to be taken.
3. THAT this Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
4. I/WE represent that no member of Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, Work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
5. THAT the several matters stated in the said Bid are in all respects true accurate and complete.
6. THAT I/WE do hereby Bid and offer to enter into a Contract to do all the Work and to provide all of the labour and to furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
7. THAT additions or alterations to or deductions from the said contract, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Contract and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
8. THAT this Bid is irrevocable and open to acceptance until the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
9. THAT if I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Sixty (60) Working Days, whichever event first occurs, the amount of the Bid deposit accompanying this Bid shall be forfeited to the Owner.
10. THAT the Awarding of the Contract by the Owner is based on this submission, which shall be an acceptance of this Bid.
11. THAT if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Contract document and to execute the agreement in triplicate within Seven (7) Working Days after notification of Award. If I/WE fail to do so, the Owner may retain the money deposited by us, to the use of the Owner and to accept the next lowest or any Bid or to advertise for new Bids, or to carry out completion of the Works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Bid and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Bids, and shall indemnify and save harmless the

Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

- 12. THAT IWE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.
- 13. THAT IWE propose to engage the sub-contractors and obtain materials and equipment from the Bidders and manufacturers listed in the schedules on the following pages headed "Schedule of Sub-contractors" and "Schedule of Bidders and Manufacturers" (unless all sub-contractors, Bidders and manufacturers are legibly and properly named, the Bid may be declared informal).
- 14. IWE agree to adhere to all Occupational Health and Safety standards and requirements as set out within the Occupational Health and Safety and the Safety Standards Sections of the Bid document.
- 15. IWE acknowledge that we shall perform all Work in accordance with the Occupational Health and Safety Act and all its associated regulations. We have a written Occupational Health and Safety policy which is reviewed, maintained and implemented in accordance with the Occupational Health and Safety Act and all its associated regulations.

16. THE TOTAL BID PRICE (EXCLUDING APPLICABLE TAXES):

_____ DOLLARS(\$ 6678.75)
in lawful money of Canada.

17. The Bidder hereby accepts and agrees that the Addendum/Addenda referred to in these bid documents form part and parcel of the said contract. All Addendum/Addenda should be issued to the Contractor before twenty-four (24) hours of Closing Time. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by the Owner or Owner's Representative. Please check with the owner via e-mail mlafreniere@temiskamingshore.ca prior to submitting your bid submission for the number of addendum's released

The undersigned affirms that he/she is duly authorized to execute this Bid.

BIDDER'S SIGNATURE AND SEAL: RL Cell
(I have authority to bind the company)

POSITION: SALES MANAGER

WITNESS: Andy Budnik
(If not under seal)

POSITION: BRANCH MANAGER

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE KIRKLAND LAKE
(City/Town)

THIS 18TH DAY OF APRIL 2016

Items and Unit Prices

The Bid amount shall include all costs incurred, excluding HST.

SCHEDULE OF ITEMS AND PRICES

ITEM	LOCATION	Quantity	Unit Price	Total
1	LED Tubes LED 15T8L48850 SUB	411	16.25	6678.75
Sub-Total:				
HST:				868.24
Total Quotation Price:				7546.99

Amount of business days required to deliver once awarded: 7 WORKING DAYS

Note: owner reserves the right, at its sole discretion to accept or refuse any of the above unit pricing without affecting other unit prices.

City of Temiskaming Shores
PW-RFQ-002-1-2016
Supply and Deliver of LED bulbs

Non Collusion Affidavit

I/ We RICHARD CALLON the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed



Company Name

NEDCO

Title

SALES MANAGER



PW-RFQ-002-1-2016

City of Temiskaming Shores
PW-RFQ-002-1-2016
Supply and Deliver of LED bulbs

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 KIRIKLAND LAKE this 18 day of APRIL, 2016.

FIRM NAME: NEOCO

BIDDER'S AUTHORIZED OFFICIAL: RICHARD CALLIN

TITLE: SALES MANAGER

SIGNATURE:

The Corporation of the City of Temiskaming Shores

By-law No. 2016-079

**Being a by-law to enter into an agreement with
Consat Telematics for the Purchase of an
Automated Announcement System for the
Temiskaming Transit System**

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-023-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Consat Telematics for the Supply of an Automated Announcement System for Temiskaming Transit System for consideration at the May 3, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Consat Telematics for the supply of an Automated Announcement System for Temiskaming Transit System at an upset limit of \$85,104.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 3rd day of May 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2016-079

Agreement between

The Corporation of the City of Temiskaming Shores

and

Consat Telematics

for the supply of an Automated Announcement
System for the Temiskaming Transit System

This agreement made in duplicate this 3rd day of May 2016.

Between:

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

and

Consat Telematics
(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 of an Automated Announcement System
RFP-2015-TPI-019**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01, forming part of this agreement;
- c) Complete, as certified by the Director, all the work by **January 31st, 2017.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit cost of **Eighty-Five Thousand, One Hundred and Four Dollars and Zero Cents (\$85,104.00) plus applicable taxes.**
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For

deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

Consat Telematics
P.O. Box 502
New Liskeard, Ontario
P0J 1P0

Attn.: John Doe

The Owner:

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

Attn.: Mitch Lafreniere

Remainder of this page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)
(if applicable))

Municipal Seal)

Cansat Telematics

General Manager/salesman/President – John Doe

Witness
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-080

**Being a by-law to enter into an agreement with A.
Miron Topsoil Ltd. for the Supply, Mixing and
Stockpiling of Winter Sand 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-024-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with A. Miron Topsoil Ltd. for the Supply, Mixing and Stockpiling of Winter Sand for consideration at the May 3rd, 2016 Regular meeting of Council;

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 A. Miron Topsoil Ltd. for the Supply, Mixing and Stockpiling of Winter Sand at the unit price of \$7.44 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2016-080

Agreement between

The Corporation of the City of Temiskaming Shores

and

A. Miron Topsoil Ltd.

for the Supply, Mixing and Stockpiling of Winter Sand

This agreement made in duplicate this 3rd day of May 2016.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

A. Miron Topsoil Ltd.

(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply, Mix and Stockpile Winter Sand
Tender No. PWO-RFT-005-2016**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01, forming part of this agreement;
- c) Complete, as certified by the Engineer, all the work by **September 30th, 2016.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit price of Seven Dollars and Forty-Four Cents (\$7.44) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by 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:

A. Miron Topsoil Ltd.
883265 Hwy 65 East
P.O. Box 1377
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

The Director of Public Works
City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Remainder of this page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)
(if applicable))

Municipal Seal)

A. Miron Topsoil Ltd.

Signing Authority

Name: _____

Title: _____

Witness

Print Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2016-080

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

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE PER TONNE 2016 – 2017	TOTAL
1	Dymond Public Works Yard, 181 Drive Inn Theatre Road, New Liskeard	1,000	7 ⁴⁴	\$ 7,440 ⁰⁰
2	New Liskeard Public Works Yard, 200 Lakeshore Drive, New Liskeard	5,000	7 ⁴⁴	\$ 37,200 ⁰⁰
3	Haileybury Public Works Yard 1 View Street, Haileybury, ON	5,000	7 ⁴⁴	\$ 37,200 ⁰⁰
			SUB TOTAL	81,840 ⁰⁰
			H.S.T.	10,639 ²⁰
			TOTAL	92,479 ²⁰

Page 1 of 6 to be submitted



I/We A. MIRON TOPSOIL Ltd. offer to supply the requirements stated within.
the corresponding total cost of \$ 92,479²⁰ Tax included.

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

I/We will deliver the required material / equipment after September 1st and prior to October 1st 2016.

The specifications have been read over and agreed to this 19th day of April 2016

Company Name <u>A. MIRON TOPSOIL Ltd.</u>	Contact name (please print) <u>AURELE MIRON</u>
Mailing Address <u>PO Box 1377 New Liskeard Ontario</u>	Title <u>President</u>
Postal Code <u>P0J 1P0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705 647 5823</u>	Fax <u>705 647 9322</u>
Cell Phone if possible	Email <u>info@mirantopsoil.com</u>



City of Temiskaming Shores

PWO-RFT-005-2016

Supply, Mix and Stockpile Winter Sand

Non Collusion Affidavit

I/ We A. MIRON TOPSOIL Ltd. the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

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

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

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

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

Dated at Temiskaming Shores this 19 day of April, 2016

Signed [Signature]
Company Name A. MIRON TOPSOIL Ltd.
Title President



City of Temiskaming Shores
PWO-RFT-005-2016
Supply, Mix and Stockpile Winter Sand

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 Temiskaming Shores this 19 day of April, 2016.

Firm Name A. MIRON TOPSOIL Ltd.

Bidder's Authorization Official Aurele Miron

Title President

Signature

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-005-2016
Supply, Mix and Stockpile Winter Sand**

SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS

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

Name	Address	WSIB Certificate Number (copy attached)

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

Signed by Company Official

Aurele Miron

Printed

Signed

Page 5 of 6 to be submitted



Schedule B

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name A. MIRON TOPSOIL Ltd. Company Name

Phone Number 7056475823 Address 883265 Hwy 65 East
New Lisbeard.

I, Aurele Miron, 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 19/16

The Corporation of the City of Temiskaming Shores

By-law No. 2016-081

**Being a by-law to enter into an agreement with
Alvin Caldwell Sand & Gravel Ltd. for the Crushing
and Stockpiling of Granular “M” at their Source
located in Firstbrook Township and accessible via
Dump Road**

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

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

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

And whereas Council considered Administrative Report No. PW-025-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M” for consideration at the May 3, 2016 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Alvin Caldwell Sand & Gravel Ltd. Crushing and Stockpiling of 11,000 tonne of Granular “M” in the unit cost of \$6.45 per tonne plus applicable taxes, a copy of which is attached hereto as Schedule “A” and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 3rd day of May 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2016-081

Agreement between

The Corporation of the City of Temiskaming Shores

and

Alvin Caldwell Sand & Gravel Ltd.

for the Crushing and Stockpiling of Granular "M"

This agreement made in duplicate this 3rd day of May 2016.

Between:

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

and

Alvin Caldwell Sand & Gravel Ltd.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Crushing and Stockpiling of Granular "M"
TENDER No. PWO-RFT-002-2016**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01, forming part of this agreement;
- c) Complete, as certified by the Director, all the work by **June 30th, 2016.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at a unit cost of Six Dollars and Forty- Five Cents (\$6.45) per tonne plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by 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:

Alvin Caldwell Sand & Gravel Ltd.
P.O. Box 502
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

The Director of Public Works
City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

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)

Alvin Caldwell Sand & Gravel Ltd.

Contractor's Seal)
(if applicable))

General Manager – Harry Cooper

Witness
Print Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2016-081

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.

The Contractor has carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Tender, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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

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

ITEM #	MATERIAL	QUANTITY	UNIT PRICE	TOTAL
1	GRANULAR "M" 5/8 as per OPSS 1010, crush and stockpile at Contractors location within 5 kms of Temiskaming Shores.	12,000 tonnes	\$6.45	\$77,400.00
SUB-TOTAL:				\$77,400.00
HST:				\$10,062.00
TOTAL				\$87,462.00

Page 1 of 6 to be submitted

I/We Alvin Caldwell Sand & Gravel Ltd. offer to supply the requirements stated within.

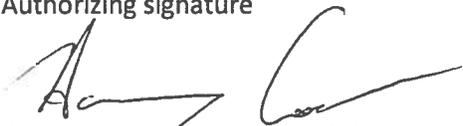
the corresponding total cost of \$ 87,462.00 Tax included.

I/We guarantee the availability of the required materials stockpiled at the Contractors location considered to be Caldwell Main pit, located within 5 kms of the outside boundaries of Temiskaming Shores.

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

I/We will deliver the required materials within four (4) weeks of receiving a signed order/ agreement.

The specifications have been read over and agreed to this 14th day of April 2016

Company Name Alvin Caldwell Sand & Gravel Ltd.	Contact name (please print) Harry Cooper
Mailing Address 43710 Hawk Dr. P.O. Box 502 New Liskeard, ON	Title General Manager
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-5369	Fax 705-647-5372
Cell Phone if possible	Email harry@caldwellconstruction.ca

City of Temiskaming Shores
PWO-RFT-002-2016
Supply and Stockpile Granular M

Non Collusion Affidavit

I/ we Alvin Caldwell Sand & Gravel Ltd. the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

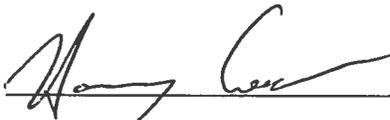
Such Bid is genuine and is not a collusive or sham Bid.

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

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

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

Dated at New Liskeard, ON this 14th day of April, 2016

Signed 
Company Name Alvin Caldwell Sand & Gravel Ltd.
Title General Manager

**City of Temiskaming Shores
PWO-RFT-002-2016
Supply and Stockpile Granular M**

Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

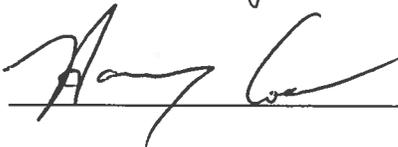
In making this quotation submission, our Company ~~has~~ / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at New Liskeard, ON this 14th day of April, 2016.

Firm Name Alvin Caldwell Sand & Gravel Ltd.

Bidder's Authorization Official Harry Cooper

Title General Manager

Signature 

Page 4 of 6 to be submitted

**City of Temiskaming Shores
PWO-RFT-002-2016
Supply and Stockpile Granular M**

SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS

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

Name	Address	WSIB Certificate Number (copy attached)
N/A		

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

Signed by Company Official

HARRY COOPER

Printed

[Signature]

Signed

Page 5 of 6 to be submitted

Schedule "B"

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name Harry Cooper Company Name Alvin Caldwell Sand & Gravel Ltd.

Phone Number 705-647-5369 Address 43711D Hawk Dr. P.O. Box 502 New Liskeard, ON P0S 1P0

I, , 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 14/16

The Corporation of the City of Temiskaming Shores

By-law No. 2016-082

being a by-law to authorize an Agreement with K. Smart Associates Ltd. for the performance of Bi-annual Bridge Inspection Services and roof inspections at the New Liskeard Pool Fitness Centre as well as the New Liskeard and Haileybury Arenas

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

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

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

And whereas Council considered Administrative Report No. PW-026-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law and agreement for the bi-annual bridge inspection and various roof inspections contract with K. Smart Associates Ltd. for consideration at the May 3, 2016 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with K. Smart and Associates Ltd. for bi-annual bridge inspection and roof inspections for a total upset limit of \$10,605.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor - Carman Kidd

Clerk - David B. Treen



Schedule "A" to

By-law 2016-082

Agreement between

The Corporation of the City of Temiskaming Shores

and

K. Smart Associates Ltd.

for the Bi-annual Bridge Inspections and various
Roof Inspections

This agreement made in duplicate this 3rd day of May, 2016.

Between:

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

and

K. Smart Associated Ltd.
(hereinafter called “the Consultant”)

Witnesseth:

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

Article I:

The Consultant will:

- a) Provide all material and perform all work described in the following guiding documents:
 - i. Request for Proposal PW-RFP-008-2016; and
 - ii. K. Smart Associates Ltd. submission in response to PW-RFP-008-2016 dated April 19, 2016.
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work by **September 30th, 2016.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid **Ten Thousand, Six Hundred and Five Dollars and Zero Cents (\$10,605.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the

Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

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

The Consultant:

K. Smart Associates Limited

85 McIntyre Drive
Kitchener, Ontario
N2R 1H6

Attn.: Trevor Hoard, CET

The Owner:

City of Temiskaming Shores

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

Attn.: Doug Walsh, CET

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)

Consultant's Seal)

K. Smart Associated Limited

Project Manager – Trevor Hoard

Director and Secretary-Treasurer – David Harsch

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor - Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-083

**Being a by-law to Regulate the Management and
Operation of the Water Works System in the City of
Temiskaming Shores**

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

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

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

Whereas the City is authorized to enact by-laws respecting matters within the sphere of jurisdiction of Public Utilities, and Public Utilities includes a system that is used to provide potable water services for the public under Section 11 of the *Municipal Act 2001*;

And whereas the City is authorized to enact by-laws imposing fees or charges for services or activities provided or done by or on behalf of it pursuant to Section 391 of the Municipal Act, 2001 (S.O. 2001, c.25);

And whereas the *Building Code Act*, S.O. 1992, Chapter 23, as amended, regulates and controls the location, construction, repair and renewal, or alteration of plumbing and materials to be used in the construction thereof, and further provides for the inspection of said plumbing works by officers duly appointed by municipal by-law;

And whereas Council considered Administrative Report No. PW-027-2016 at the May 3, 2016 Regular Council meeting and directed staff to prepare the necessary by-law for Water Works Systems Use for consideration of First and Second reading at the May 3, 2016 Regular Council meeting as well as to undertake a public consultation process prior to third reading;

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

1. That Council municipal council adopts a "*Water Works System Use*" By-Law identified as Schedule "A", hereto attached and forming part of this by-law.
2. That this By-Law shall become effective on the date of final passing thereof.

3. That By-laws of the former Town of Haileybury, the former Township of Dymond and the former Town of New Liskeard related to management and operation of the water systems, excluding by-laws related to servicing or tax rates are hereby repealed;
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-Law and Schedules as may be deemed necessary after the passage of this By-Law.

Read a first and second time this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third time and finally passed this _____ day of _____, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2016-083

Water Works System Use By-law

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Part 1 – Definitions

For the purpose of this Schedule:

- 1.1 **Agent** means a person authorized by the Corporation to provide services on behalf of the Corporation.
- 1.2 **Appurtenances** mean the apparatus or equipment that is a pertinent accessory to the Water Works system, including municipal water laterals and their components, or to a private water distribution system or to a fire protection system.
- 1.3 **Blank or Blanking** means the temporary or permanent decommissioning of a pipe by means of plugging, capping, or other method approved by the Director of Public Works.
- 1.4 **Building** includes any permanent structure, trailer, or other covering which:
- (i) is located on a parcel of land having frontage on a public highway and/or the Water Works system;
 - (ii) and
 1. contains, or is required by any other by-law, regulation or statute to contain any permanent sleeping, eating or food preparation facilities; or
 2. contains or is required by any other by-law, regulation or statute to contain, any washing or toilet or cleaning facilities; or
 3. is connected, or is required by any other by-law, regulation or statute to be connected, to a water supply system, or Water Works; or
 4. is a source of sewage; or
 5. is habitable.
- 1.5 **Chief Building Official** means a chief building official such inspectors as are appointed by the Corporation necessary for the enforcement of *The Building Code Act* and any other statutes referred to in this Schedule, and all persons authorized at the direction of the Chief Building Official for the purposes of exercising the power and duties of the Chief Building Official under this Schedule.
- 1.6 **Connect** (connects, makes a connection, connected) means to install a water service connection, including laterals and lateral appurtenances.
- 1.7 **Consumer** means the occupant of the premises supplied with municipal water under jurisdiction of the Corporation.
- 1.8 **Corporation** means The Corporation of the City of Temiskaming Shores.
- 1.9 **Cost** includes the cost of:
- (i) restoring any property disturbed or damaged in the course of making a water service connection;
 - (ii) design;

- (iii) materials;
- (iv) labour; and
- (v) supervision of any work,

and includes the amount of expenses charged by the Corporation to the Owner when the Corporation makes a connection at the expense of the Owner.

- 1.10 **Cross Connection** means any temporary, permanent or potential connection to the Water Works that could allow backflow or back siphonage into the Water Works of untreated water contaminants, pollutants, injurious chemicals, infectious agents or other substances that will alter the quality and/or safety of the potable water supply; and includes hydrant connections, swivels or changeover devices, removable sections, jumper connections and by-pass arrangements.
- 1.11 **Curb Stops** means a valve installed in the water service connection and accessible for operation from the surface of the ground for the purpose of interrupting flow through the water service connection, normally installed at or near the property line.
- 1.12 **Customer** means any person, owner, firm, business, corporation, institute or identity who enters into a verbal or written contract or agreement with the Corporation to take potable water from the Corporation's Water Works, or to receive water related services from the Corporation.
- 1.13 **Treasurer** means anyone hired in the capacity of Treasurer for the Corporation or any person or persons appointed or designated by the Corporation from time to time for the purposes of exercising the powers or duties of the Treasurer under this Schedule.
- 1.14 **Director of Public Works** means anyone hired in the capacity of Director of Public Works or the person or persons appointed or designated by the Corporation from time to time for the purposes of exercising the powers or duties of the Director of Public Works under this Schedule or his or her duly authorized representative, or as the situation or context may require, all persons authorized at the direction of the Director of Public Works to exercise the powers and duties of the Director of Public Works under this Schedule.
- 1.15 **Fire Meter** means a meter designed to measure the quantity of water used by a fire protection service or system.
- 1.16 **Fire Protection Service or System** means a system of pipes and appurtenances designed to deliver a water supply for the purposes of fire suppression.
- 1.13 **Meter** means that mechanical device installed under the provisions of this Schedule for the purpose of measuring the quantity of water supplied by the Corporation to any building or premises in which such meter is installed and may include the meter body, mechanism, remote reader, associated pipe, valve and wires, and any apparatus attached thereto.
- 1.14 **Meter Chamber** means an accessible in-ground structure located remote from any building or premises and solely used for containing and protecting any water meter, backflow prevention device and associated piping and apparatus installed to serve that property.
- 1.15 **Municipal Fire Hydrant** means a hydrant owned by the Corporation.

- 1.16 **Municipal Standards** means standards, guidelines, specifications and drawings relating to the construction and maintenance and operation of the Water Works, which coincide with the City's Drinking Water Quality Management System approved by the Corporation from time to time.
- 1.17 **Municipal Water Lateral(s)** means the pipes and appurtenances of the Water Works located within the right-of-way and situated between the main and the street line or up to and including the curb stop, if it is located outside the right-of-way.
- 1.18 **Owner** means any person or persons who or any firm, business, corporation or institute that is the registered owner of land or a building or buildings or premises under consideration, or any agent thereof, or a person entitled to a limited estate in the property, a trustee in whom the property is invested, an executor, an administrator and a guardian, to whom the context applies.
- 1.19 **Premises** mean a building or property abutting on a right-of-way through which a main is laid.
- 1.20 **Potable Water** means water that is fit for human consumption.
- 1.21 **Private Fire Hydrant** includes a hydrant owned by someone or some entity other than the Corporation.
- 1.22 **Private Water Lateral** means the water pipes and appurtenances located between the street line or curb stop and a meter. If a meter is located in a meter chamber, the private water lateral includes any water service pipe from the meter to the interior face of the outer wall of the building being served.
- 1.23 **Private Water Distribution System** includes a privately owned network of water supply pipelines, including valves and appurtenances, supplied with water by the Corporation and:
- (i) servicing two or more units, and/or
 - (ii) being a water supply containing one or more private fire hydrants not owned by the Corporation.
- 1.24 **Rates** means those rates, levies, rents or charges for the supply and/or use of water so described and itemized on Schedules in by-laws enacted by the Corporation from time to time.
- 1.25 **Right of Way** means a public highway, lane or easement in which a main is located.
- 1.32 **Unaccounted for Water (UFW)** means the comparison of the amount of water supplied to the Corporation to the amount of water supplied to the customers by the Corporation, plus that known to be used for the operation and maintenance of the Water Distribution System.
- 1.33 **Unit** means a residential, commercial, or industrial premise, which is separated or is capable of being separated, from any other premises recorded on the last revised assessment roll of the Corporation.
- 1.34 **Water** means potable water supplied by the Corporation through the Corporation's Water Works.
- 1.35 **Water Consumption** means the amount of water consumed or used by a customer as determined through metering or estimates approved by the Director of Public Works and/or the Treasurer, as applicable.

- 1.36 **Watermain** means a potable water pipe that supplies potable water to water service connections and hydrants.
- 1.37 **Water Service Connection** includes the municipal water lateral and the private water lateral or a connection to a private water distribution system, including the meter.
- 1.38 **Water Works** includes any and all buildings, structures, equipment, appurtenances, devices, conduits, underground pipelines, municipal water laterals, outlets, and related installations and other works so designed for the distribution of water and includes lands over which an easement or consent has been granted or lands appropriated for such purposes and uses.

Part 2 – System Administration

2.0 Application of By-law

This Schedule applies to the construction, management and operation and maintenance of the Water Works under the jurisdiction of the Corporation.

2.1 Official Plan and Asset Management Plan

Water Service Areas covered under this Schedule are as identified in the Corporations Official Plan and supporting Asset Management Plan.

2.2 Accordance with Acts

The Corporation shall manage and maintain the Water Works in accordance with the provisions of this Schedule and the provisions of the *Municipal Act*, the *Safe Drinking Water Act*, the *Ontario Water Resources Act*, the *Ontario Building Code Act*, the *Ontario Building Code*, the *Fire Protection and Prevention Act*, the *Ontario Fire Code*, the *Provincial Offences Act*, and regulations established under these Acts and codes from time to time; and any other applicable law or regulations in force from time to time.

2.3 Administrative Responsibilities

Administrative responsibilities are as follows:

2.3.1 Director of Public Work's Responsibilities

The Director of Public Works is responsible for administration and operation, maintenance and repair of the Water Works in accordance with this Schedule and with applicable statutes, regulations and policies and by-laws adopted from time to time by the Corporation.

2.3.2 Chief Building Official's Responsibilities

The Chief Building Official is responsible for the enforcement of the Ontario Building Code and the issuance of any plumbing permits related to the construction, maintenance or operation of any part of the buildings and facilities served by the Corporation's Water Works systems and Sewer Works systems, and for the inspection of work done under the plumbing permits.

2.4 Objectives in Managing and Operating Water Works System

The following objectives shall be sought in managing and operating the Water Works:

2.4.1 Failure to Supply

The Corporation does not guarantee the supply or quantity of water, and failure to supply water shall not be construed as neglect on the part of the Corporation. The Corporation shall at no time be held liable for inadequate supply of water or for reason of the Corporation restricting the supply of water or for refusing the supply of water.

2.4.2 Rules and Regulations set out in By-law

Rules and regulations set out in this Schedule shall govern and regulate the management of the Water Works owned by the Corporation and shall be considered to form an integral part of the supply and service contract between the Corporation and any Owner or Customer for a supply of water by the Corporation. Every such Owner or Customer by applying for and accepting the supply of water from the municipal Water Works shall be deemed to have expressed his/her consent to be bound by the said rules and regulations.

2.4.3 System to Operate in Accordance with the dwqms

The Water Works system shall be operated in accordance with the Operational Plan within the Corporations' Drinking Water Quality Management System as amended from time to time.

Part 3 – Service Connections

3.1 Application for Service

3.1.1 Requirement of Written Application to Connect

Municipal laterals shall not be provided from or connected to any main, and no private water laterals shall be connected to any other private water laterals or to a municipal lateral; and no private lateral or private water service connection, shall be relocated, replaced or removed from the Water Works; until written application for such action is made to the Corporation and a permit therefore has been issued by the Corporation. Such application shall be signed by the Owner. No pipe shall be connected to or provided from the Water Works without the prior approval in writing from the Director of Public Works. No pipe shall be replaced, relocated, disconnected or removed from the Water Works without the prior approval in writing from the Director of Public Works. All water service connections to the Water Works and all replacements, relocations, disconnections or removals from the Water Works require prior approval through written application and the issue of a permit therefore by the Corporation as specified and adopted through by-law from time to time.

3.1.2 Form of Application to Connect

The application and permit referred to in Subsection 3.1.1 shall be in the form as may be from time to time prescribed by the Corporation.

3.1.3 Extension of Existing Main

A building, premises or facility must be on property abutting a watermain in order to be granted a permit to connect to the Water Works. No extension of an existing watermain shall be made without the prior approval in writing from the Director of Public Works.

3.1.4 All Buildings Fronting on Water Works System and/or Sewer Works System must Connect

Every building, within a serviced area, fronting on the Water Works systems shall be connected to the system if any of the conditions of Subsection 1.4, defining the term "building", apply; and water service fees charged, at the fee prescribed by the Corporation through by-law adopted from time to time. Each building shall be provided with a separate water service connection, unless otherwise authorized by the Director of Public Works.

3.1.5 Service Connection not to be Disconnected Without Permission of the Director of Public Works

Once a water service connection has been installed, and connected to the Water Works, the water service connection shall not be disconnected from the Water Works without the permission of the Director of Public Works.

3.2 Installation Specifications

3.2.1 Specifications in Compliance with the Ontario Building Code

All pipes, fittings, attachments, method of installation, maintenance, use, repair, renovations to and removal of any private water lateral shall be pursuant to, as required by and in compliance with, the Ontario Building Code, Part 7.

3.2.2 Installation at the Expense of the Owner

All municipal water laterals shall be installed by a qualified contractor at the expense of the Owner pending approval from the Director of Public Works.

3.2.3 Cost of Municipal Lateral to be Bourne Solely by the Corporation

The Corporation shall be responsible for the cost of maintaining municipal water laterals (main to curb stop) and for keeping the same in repair.

3.2.4 Cost of Private Lateral to be Bourne Solely by the Owner

Private water laterals (curb stop to building) shall be provided by, maintained by and at the expense of the Owner.

3.2.5 Water Pipe Connections on Outlet Side of Corporation Water Meter

No water pipe connection shall be made to a private water lateral or a private water distribution system connection other than on the outlet side of a Corporation water meter.

3.3 Commencement or Discontinuance of Service

3.3.1 Director of Public Works to Authorize Turn on Supply of Water

Where a new or replacement water service connection is installed or where the Corporation has shut off the supply of water to an existing water service connection, no person other than an employee or agent of the Corporation so authorized by the Director of Public Works shall turn on the supply of water.

3.3.2 Occupancy Permit

Permission to occupy any building will not be granted until such time as a meter is installed for the building if such be required under this Schedule and this meter is operational to the satisfaction of the Chief Building Official or the Director of Public Works.

3.3.3 Director of Public Works to Authorize Duly Qualified and Licensed Plumber

If first authorized by the Director of Public Works, a duly qualified and licenced plumber may, notwithstanding Subsection 3.3.1, temporarily turn on a supply of water to test any water service connection installation or repair and upon completion of the test, immediately shut off the supply of water. If the existing water service connection is operating, a duly qualified and licenced plumber, when making repairs, may temporarily shut off the supply of water, and upon completion of the repairs, shall immediately resume the supply of water.

3.4 Shutting Off Supply of Water

3.4.1 Causes

The Corporation may shut off the supply of water for any of the following causes:

- (i) default in full payment of any rate, fee or charge for water supplied;
- (ii) default in full payment of any charge with respect to the cost of any work or service done or furnished for the purpose of the supply of water;
- (iii) default in full payment of any rent of or charges for fittings, apparatus, meters or any such things leased or furnished to the Owner by the Corporation;
- (iv) default in full payment of any sewage service rates or charges imposed on the Owners or occupants of any land which is based on the water rates or charges applicable in respect of such land;
- (v) failure to provide access to property or premises as provided under this Schedule;
- (vi) as a result of any contravention of any provisions of this Schedule;
- (vii) failure to pay a set fine awarded to an offence as specified under Part VII of this Schedule;
- (viii) where a faulty water service connection is believed to exist which will result in the undue waste of water, or where such fault could result in property damage; and
- (ix) at the request of the Owner.

3.4.2 Defective Water Service Connection

Where the Corporation has caused a water service connection believed to be defective to be shut off, such water service connection shall not be restored until the Corporation has been satisfied that no such defect exists or that any defect therein has been properly rectified.

3.4.3 Turn on Supply to a Private Lateral

Where the Corporation has been requested to turn on the supply of water to a private water lateral, the Corporation shall not turn on such supply of water until the Owner has paid the applicable fees prescribed by the Corporation through by-law adopted from time to time of this Schedule and any outstanding arrears.

3.4.4 Reactivation

Where a water service connection has been shut off for any reason, the water service connection shall not be reactivated unless the Owner or Customer is present and within the building or premises to ensure no damage results during the reactivation of the water service connection.

3.5 *Responsibility of Owner*

3.5.1 Condition of Service in Good Order

Every Owner shall at their own expense keep the private water lateral, and water meter (if present) in good order and condition and adequately protected from freezing.

3.5.2 Responsibility for Costs

The entire cost of providing, installing, replacing and renewing, maintaining and repairing each private water lateral shall be the responsibility of and paid for by the Owner.

3.5.3 Repair of Leak on Private Water Lateral

Should a leakage occur and waste of water be detected on the private water lateral, the Owner shall be bound to complete repairs of the said leakage at his/her own expense within a reasonable amount of time determined by the Director of Public Works after being duly notified by the Corporation of such leak detected. In the event of non-compliance with this provision by the Owner, the Corporation may undertake to discontinue the water supply until the necessary repairs have been made by the Owner. All repairs are to be inspected by the Corporation prior to backfill.

3.5.4 Reporting of Loss of Water not Through Corporation Meter

If a Corporation water meter is present, any Owner or Customer who takes, consumes water, or permits to be taken or consumed water, or who experiences the loss of water from their water service connection or private water distribution system that has not passed through and been registered by the Corporation water

meter, shall report the taking, consumption or loss of water to the Corporation at their first opportunity.

3.5.5 Access

Any person duly authorized by the Corporation for that purpose, and at all reasonable times, and upon reasonable notice given and request made to the Owner, shall be allowed access to the building or premises for the purpose of inspecting, repairing, altering, disconnecting or installing meters, curb stops, fixtures, pipes and appurtenances of every kind used in connection with the supply of water to and for the use of water in such building or on such premises.

3.5.6 Owner's Information

Every Owner shall be responsible for advising the Corporation, attention to the Treasurer, of any change in the water service application information including changes to the Owner's address and telephone number, or selected method of account payment.

3.5.7 Requests for Meter Verification

Only the Owner may request meter verification, final meter reading, water supply shut-off or water supply turn-on. Such requests shall be made Public Works Department.

3.6 Responsibility of Owners of Private Water Distribution Systems and Private Hydrants

3.6.1 Annual Inspection Report

Every Owner of a private water distribution system or a private fire hydrant shall cause such system or such hydrant to be inspected annually by a duly qualified and licenced plumber or a more specialized trades person, and any such plumber or more specialized trades person shall firstly be previously approved by the Director of Public Works and such approved plumber or more specialized trades person shall provide a report upon request from the Director of Public Works and must certify that the following items have been satisfactorily addressed or conducted by the duly qualified and licenced plumber or more specialized trades person, namely:

- (i) a Fire Code and preventative maintenance inspection,
- (ii) hydrant flushing, flows and pressure testing ascertained,
- (iii) hydrant adjustment and lubrication,
- (iv) valve cleaning, adjustment and lubrication,
- (v) leak detection ascertainment,
- (vi) a report on any maintenance work that is required,
- (vii) a report on any physical indication of a deteriorated water quality,
- (viii) a confirmation that the inspection included all pipelines, valves, hydrants and other appurtenances comprising the private water distribution system, and
- (ix) assurance of hydrant visibility and accessibility free of obstructions pursuant to Subsection 4.1.3.

3.6.2 Report to be in a Form or Format Approved by the Director of Public Works

Any report made by a duly qualified and licenced plumber or more specialized trades person to the Corporation pursuant to Subsection 3.6.1 of this Schedule shall be in a form or format previously approved by the Director of Public Works.

3.6.3 Required Evidence of Bonding and Insurance Covering Inspections

Any duly qualified and licenced plumber or more specialized trades person, before being approved by the Director of Public Works pursuant to Subsection 3.6.1 of this Schedule, must first provide evidence of bonding and insurance covering any relevant associated risks that may be involved in conducting any inspections pursuant to the provisions of Subsection 3.6.1 of this Schedule, and any such insurance shall name the Corporation as an additional insured.

3.6.4 Written Notification Prior to Flow Testing or Flushing and Written Notification to Affected Property Owners

Any duly qualified and licenced plumber or more specialized trades person conducting an inspection pursuant to the provisions of Subsection 3.6.1 of this Schedule shall first provide three (3) working days written notification to the Corporation, attention the Director of Public Works, prior to flow testing or flushing any private fire hydrant or other hydrant and shall provide written notification to potentially affected water users in the area a minimum of 24 hours prior to flow testing or flushing any private fire hydrant or other hydrant.

3.6.5 Director of Public Works shall have Power to Establish Operational Regulations and Procedures

The Director of Public Works shall have the power to establish detailed administrative and operational regulations and procedures with regard to any inspection as such may be conducted under the provisions of Subsection 3.6.1 of this Schedule, and may amend such detailed administrative and operational regulations and procedures from time to time provided that such detailed administrative and operational regulations and procedures are consistent with the provisions of this Schedule, including Subsection 3.6.1 thereof.

3.6.6 Public Works Department Inspection of Private Water Systems and Hydrants

At the request in writing of the Owner or designate, and when resources can be made available, and at the discretion of the Director of Public Works, the inspection of private water systems and hydrants and the reporting of same may be carried out by the Public Works Department of the Corporation, on a cost recovery basis.

3.7 Cross Connection Control and Backflow Prevention

3.7.1 Advance Approval by Director of Public Works

No cross connection (defined under Section 1.10) shall be permitted to the Water Works unless approved in advance by the Director of Public Works.

3.7.2 Order to Install Control Device

If a condition is found to exist which is contrary to Subsection 3.7.1 of this Schedule, the Director of Public Works or Chief Building Official as applicable, shall immediately carry out an inspection and shall issue such order or orders to the Owner as may be required to obtain compliance with Subsection 3.7.1 of this Schedule.

3.7.3 Failure to Install – Notice – Water Shut Off

If the Owner to whom the Director of Public Works or Chief Building Official as applicable has

issued an order fails to comply with that order, the Director of Public Works or Chief Building Official as applicable, at his/her discretion, based on the threat posed to water safety and quality, may:

- (i) give notice to the Owner to correct the fault, at his/her expense, within a specified time period; and, if the notice is not complied with, the Director of Public Works may then shut off the water service or services; or
- (ii) without prior notice, shut off the water service or services and/or otherwise isolate the fault from the Water Works; and/or
- (iii) carry out or cause to be carried out the corrective work at the Owner's expense.

3.7.4 Additional Device on Service

Notwithstanding Subsections 3.7.1, 3.7.2 and 3.7.3 of this Schedule, where a risk of possible contamination of the Water Works exists in the opinion of the Director of Public Works or Chief Building Official, an Owner shall, on notice from the Corporation, install on his/her private water lateral, a backflow prevention or cross connection control device, approved by the Director of Public Works, in addition to any backflow prevention control devices, or cross connection control device, installed in the Owner's portion of the water service system, at the source of potential contamination.

3.7.5 Temporary Supply of Water

When water is temporarily supplied for construction purposes under Subsection 4.3 or for other temporary purposes as per Subsection 4.4, or when water is temporarily supplied from a private or municipal fire hydrant under Subsection 4.5, a backflow prevention device and secondary shut-off valve acceptable to the Director of Public Works shall first be provided.

3.7.6 Private Water Distribution System to be Isolated

The Director of Public Works may require that a private water distribution system be isolated from the Corporation's water distribution system by means of a backflow prevention device, approved by the Director of Public Works.

3.7.7 Installation to Required Standards

Cross connection control or backflow prevention devices, when required by the Corporation, shall be installed in accordance with the Ontario Building Code and "*CAN/CSA-B64.10-94: Manual for the Selection, Installation, Maintenance and Field Testing of Backflow Prevention Devices*", as amended from time to time.

3.7.8 Inspection and Testing to be Paid by Customer

All cross connection control devices and backflow prevention devices shall be inspected and tested at the expense of the Owner, upon installation, and thereafter annually, or more often if required by the Corporation, by personnel licenced to carry out such tests, to demonstrate that the device is in good working condition. The Owner shall submit a report on a form approved by the Director of Public Works for any or all tests performed on the backflow prevention device or a cross connection control device within seven (7) days of a test, and a record card shall be displayed on or adjacent to the device on which the tester shall record the address of the premises, the location, type, manufacturer, serial number and size of the device, and the test date, the tester's initials, the

tester's name (if self-employed) or the name of his employer and the tester's licence number.

3.7.9 Failure to Test Device

If an Owner fails to have a backflow prevention device or a cross connection control device tested, the Corporation or approved authority may notify the Owner that the device must be tested within four (4) days of the Owner receiving the notice. If the Owner fails to have the device tested within the time allowed, the Director of Public Works, upon the provision of reasonable notice, may shut off the water service or water services until the device has been tested and approved as required by subsection 3.7.8 of this Schedule.

3.7.10 Owner Responsible for Repairs

When the results of a test referred to in Subsection 3.7.8 of this Schedule show that a backflow prevention device or a cross connection control device is not in good working condition, the Owner shall make repairs or replace the device within four (4) days. If an Owner fails to repair or replace the device within the time allowed, the Director of Public Works, upon the provision of reasonable notice, may shut off the water service connection until such repair or replacement has been made to the satisfaction of the Director of Public Works.

3.7.11 Removal of Device Requires Permission of Corporation

No person shall remove any cross connection control or backflow prevention device installed as a requirement of provincial legislation, whether or not the applicable provincial legislation is subsequently rescinded, unless the Corporation first grants permission for such removal in writing.

3.7.12 Inspection for Cross Connection Access

Any person authorized by the Corporation for that purpose has free access, at all reasonable times, and upon reasonable notice given and request made, to all parts of every building or other premises where any water service connection is provided for the purpose of inspecting or repairing, or of altering or disconnecting a backflow prevention device or a cross connection device, including associated pipe and fittings, within or without the building or premises.

3.8 Termination and Capping of Services

3.8.1 Written Notification

The Owner of a private water lateral or private water service connection shall provide written notification to the Corporation when use of the water service connection is to be disconnected and capped or blanked.

3.8.2 Discontinuation

Any discontinuation of a private water lateral or a private water service connection and the removal of the Corporation meter for the purpose of demolition, or other reasons, shall be done by a qualified contractor approved by the Director of Public Works at the sole expense of the Owner.

3.8.3 Reconnection

Disconnected private water laterals or private water service connections shall not be reconnected without reapplication for water service connection and payment of applicable fees prescribed by the

Corporation through by-law adopted from time to time.

3.9 Inspections

If any Owner or Customer, including any Owner or Customer of a private water distribution system or private fire hydrant, fails to comply with the requirements of this Schedule or contravenes the provisions of this Schedule, the Director of Public Works and /or Chief Building Official may conduct any inspection permitted by the provisions of this Schedule or by the Ontario Building Code or by the *Municipal Act*, 2001, as amended; and may take any corrective action deemed immediately necessary. Any costs incurred by the Corporation in conducting such inspections and subsequent reporting or in effecting any corrective action, shall be payable to the Corporation by such Owner or Customer of a private water distribution system or private fire hydrant, and such costs may, at the sole discretion of the Corporation, be added to any water bill payable by such Owner or Customer of a private water distribution system or private fire hydrant, or to the water bill payable by any Customer or users of water from such system or hydrant, and may, in addition to being recoverable in any relevant Court of Law, be deemed by the Corporation to be charges for the supply of water and failure of the payment of which shall provide the Corporation with any remedies available to it under the provisions of the *Municipal Act*, 2001 and *Provincial Offences Act*, as amended or other relevant legislation.

3.10 Failure to Permit Access to Property or Premises

Should any Owner or Customer, or any Owner of a private water distribution system or private fire hydrant, refuse entry to any authorized officer, inspector, employee or agent of the Corporation for the purposes of any inspection under the provisions of this Schedule or the Ontario Building Code; or the *Municipal Act*, 2001; the Corporation may, at its sole discretion exercised by the Director of Public Works, on the provision of seven (7) days notice, discontinue the water supply to the Owner, or Customer, or the Owner of a private water distribution system or private fire hydrant, until such required inspection has been properly conducted.

Part 4 – Restrictions in Use

4.1 Water Use Restrictions

4.1.1 Open or Close Valves

No person except licensed operators as approved by the Director of Public Works shall open or close or cause or permit to be opened or closed any valve in the Water Works, or private water distribution system, or remove, tamper with or in any way interfere or cause or permit to be removed, tampered or interfered with, any valve, water meter, private or municipal fire hydrant, structure, main, municipal or private water lateral, or valve or private valve, in the Water Works, or private water distribution system, unless previous written permission has first been granted by the Director of Public Works.

4.1.2 Concealing or Interfering with Access to a Fire Hydrant or Valve

No person shall conceal, interfere with, construct or maintain anything or cause or permit to be concealed or interfered with or constructed or maintained, anything that has the effect of concealing or interfering with access to a municipal or private fire hydrant or to a valve or private valve.

4.1.3 Obstruction and Visibility

Municipal fire hydrants and private fire hydrants shall be cleared of all vegetation or obstructions, including significant snow accumulations within 1.5 metres from the outside edge of the municipal fire hydrant or private fire hydrants. The municipal fire hydrants or private fire hydrant should be visible for a distance of 3.0 metres from any point from within the public or private road allowance.

4.1.4 Use of Water Permission

No person, except licensed operators as approved by the Director of Public Works, shall open or close or cause or permit to be opened or closed a municipal fire hydrant or private fire hydrant or use or cause or permit the use of water from a municipal fire hydrant or private fire hydrant from the Water Works unless prior permission in writing has been granted by the Director of Public Works.

4.1.5 Drawing of Water from Fire Protection System

No person shall draw water or cause or permit water to be drawn from a private fire protection system, except for fire protection purposes or for fire protection related activities, except as approved by the Director of Public Works.

4.1.6 Discontinue Water Supply

The Director of Public Works may, upon reasonable notice, discontinue the water supply for the Water Works at any time for cleaning, maintenance, repairing, replacing or connecting of mains and laterals.

4.1.7 Temporary Discontinue Water Supply

The Director of Public Works may, without notice, temporarily discontinue the water supply to any premises or units where, in his or her opinion, continuation thereof might be dangerous or cause damage to persons or property.

4.1.8 Case of Damage Responsibility

The Corporation shall not be responsible in case of damage to boilers, heating systems, cooling systems, machinery, fittings, other property or products dependant on water supply, or injury to persons by reason of any discontinuation of the water supply, even in the case of where no notice is given by the Director of Public Works.

4.2 Water Use Restrictions

4.2.1 Water Restrictions

At the discretion of Council, water restrictions may be imposed by Council resolution whereby no person or persons shall be allowed to use in any manner whatsoever the water supplied by the Water Works upon streets, sidewalks, driveways, lawns, gardens, yards or grounds of any description except between those dates and/or hours as set out in the resolution by Council from time to time.

4.2.2 Water Restrictions on Commercial, Industrial, Institutional

At the discretion of Council, water restrictions may be imposed by Council on the industrial,

commercial and/or institutional use of water supplied by the Water Works as may be set out in a resolution by Council from time to time.

4.2.3 Notice of Water Restrictions

With the provision of reasonable notice permitted by the requirement or circumstance, the Director of Public Works may temporarily restrict the use of water from the Water Works from time to time as necessary to carry out inspections, maintenance, repairs, modifications, replacement, or rehabilitation to the Water Works.

4.3 Supply of Water for Construction Purposes

4.3.1 Builder to Make Application to Corporation

Builders requiring water for construction purposes shall make an application to the Corporation as part of the building permit application and shall furnish all information so required and shall pay to the Corporation the fee set by the Corporation for that purpose at the fee prescribed by the Corporation through by-law adopted from time to time. Builders will only be permitted to take water from specific sources for temporary use and in a manner specified by the Director of Public Works as may be altered from time to time by the Director of Public Works.

4.4 Supply of Water for Other Temporary Purposes

4.4.1 Application for Temporary Short Term Purposes

Any person or persons, organization or firm requiring water for temporary short term commercial, social, cultural or festival purposes shall make application to the Corporation and shall furnish all information required by the Director of Public Works to assess the temporary water supply requirement.

4.4.2 Temporary Water Supply Sources Specifications

The Director of Public Works shall specify the specific source or sources of temporary water supply and the manner by which water shall be supplied and discharged.

4.4.3 Meter of Temporary Water Supply

Temporary water supply consumption shall be metered if possible, or otherwise estimated, and the water and sewer services billed at the rates prescribed by the Corporation through by-law adopted from time to time.

4.5 Temporary Use of Fire Hydrants – Other than Fire Purposes

4.5.1 Usage of Fire Hydrants as Temporary Source of Water Supply

Notwithstanding any other requirements of this Schedule, municipal and private fire hydrants may be used as a temporary source of water supply where no other permanent source is available, if first approved in writing by the Director of Public Works.

4.5.2 Director of Public Works to Approve Temporary Source of Water Supply

Municipal and private fire hydrants may be used for municipal purposes such as street flushing,

street sweeping, and road, water and sewer construction provided approval is obtained from the Director of Public Works.

4.5.3 Metering of Temporary Water Use of Fire Hydrants

With the exception of the uses outlined in Subsection 4.3 and 4.5.2, any water taken from a municipal or private fire hydrant shall be metered, unless otherwise approved by the Director of Public Works in writing. Upon payment of the required fees by the applicant and issuance of a permit, the Corporation shall supply and install all equipment including valves, meter, meter locking device, and backflow prevention device. The applicant is liable for all damages. The fees payable shall include the permit application fee, installation and removal costs and fee, and deposit fee.

4.5.4 Corporation's Right to Cancel Permit

The Corporation may cancel the permit for the temporary use of a municipal or private fire hydrant at any time if the use of the fire hydrant interferes with fire protection or supply of water to other Customers.

4.6 *Thawing of Frozen Private Pipes and Hydrants*

4.6.1 Thawing

No person shall undertake the thawing of any main, or pipe or municipal water lateral, valve or municipal fire hydrant of the Water Works except with the prior approval and direction of the Director of Public Works.

4.6.2 Private Pipes and Hydrants

The thawing of frozen private water laterals, private mains, and private hydrants shall be undertaken only on the prior approval and at the direction of the Director of Public Works, to the Corporation's meter (if present), or to the first shut off valve in the building. Thawing shall only be carried out at the request of the Owner and at the Owner's risk and at the fee prescribed by the Corporation through by-law adoption from time to time.

4.6.3 Creation of an Unacceptable Hazard

Thawing operations shall not be undertaken by anyone when, in the opinion of the Director of Public Works, such action presents an unacceptable hazard.

Part 5 – Water Rates and Meters

5.1 *Water Rates*

All Residential, Industrial, Commercial and Institutional premises that have a Water Service Connection to the Municipal Water Works, is subject to a flat water rate at the fee prescribed by the Corporation through by-law adoption from time to time. In addition to the flat water rate, each property and/or premise which is metered will pay a fee on a per cubic meter basis over and above a prescribed cubic meter amount as determined by the Director of Public Works and defined and adopted through by-law from time to time.

5.2 *Properties to be metered*

The properties to be metered shall include but are not limited to Industrial, Institutional and high water users in the Commercial sectors as determined by the Director of Public Works.

5.3 *Supply of Meters by the Corporation*

All water supplied by the Corporation in where water meters are installed, except for the purposes set out in Subsection 4.3, 4.4, and 4.5.2 shall pass through a meter approved by the Corporation. The cost of providing the meter including installation shall be paid by the Corporation. The Owner shall pay a rental charge as defined and adopted through by-law from time to time.

5.4 *Unit Requirements and Location of Meter*

At every premise within which a meter must be installed, the Owner shall provide space and access for such meter in a location approved by the Corporation. The location shall be as close as is practical to the point where the service enters the building, shall be accessible at all times for reading, inspection, maintenance, repair, testing, modification and replacement by the Corporation in accordance with current standards and specifications. The Corporation shall not be responsible for any restoration resulting from access being provided for the installation of meters.

5.5 *Meter Chamber Requirements*

When the location of the meter cannot be provided by the Owner within the premises to the satisfaction of the Corporation, the water meter shall be placed in a meter chamber, the location and construction of which shall be approved by the Corporation and the cost of which is paid by the Owner.

5.6 *Size of Meter*

Where private water laterals exceed 40 metres or where a private water lateral services more than one building or premises or water usage source or a private water distribution system or private hydrant; the meter shall be installed in a meter chamber at or near the property line at the Owner's expense, except as otherwise approved in writing by the Director of Public Works.

5.7 *Corporation to Approve Meter and Installation*

No meter or meter chamber shall be installed unless the Corporation has first approved the size, type and make of any meter, the manner of its installation and all matters relating to the required piping and other appurtenances associated therewith.

5.8 *Meter By-pass*

No meter by-pass shall be installed unless otherwise approved in writing by the Director of Public Works. All meter by-passes shall be shut off by a valve and the valve sealed. The use of an authorized meter by-pass must be approved in advance, in writing, by the Director of Public Works.

5.9 *Ownership and Maintenance of Meter*

The Corporation shall assume ownership and maintenance for all water meters installed to the satisfaction of the Corporation. If a meter is mechanically defective, the cost of meter repairs shall be borne by the Corporation. If the meter is damaged by freezing, the carelessness, wilful act, or neglect of any person other than an employee or agent of the Corporation, the Owner shall pay to the Corporation

the cost of making a necessary repair or replacement to such meter. All such costs may be paid directly to the Corporation, or if not so paid, added to the water bill.

5.10 *Meter Failure*

The Owner will be charged for all water registered on a meter over and above a prescribed cubic meter amount as determined by the Director of Public Works and defined and adopted through by-law from time to time. If a meter fails to register properly, the Owner will be charged for the average consumption for the pertinent period as determined by the Corporation on the basis of prior consumption records up until a new or repaired meter is installed. Where no prior reliable record is available, usage shall be monitored for a representative period of time determined by the Corporation and charges established based on usage during that period.

5.11 *Relocation of Meter*

When a request is made by an Owner for the relocation of a meter or the downsizing or upsizing of a meter, the relocation or change over shall be subject to approval by the Director of Public Works and the cost of such shall be the sole responsibility of the Owner.

When a request is made by the Corporation for the relocation of a meter or the downsizing or upsizing of a meter, the relocation or change over shall be the responsibility of the Corporation.

5.12 *Owner to Provide Access*

Upon reasonable notice, any Owner shall provide access to the Director of Public Works and/or a designated person of the Corporation for the purpose of inspecting, reading, maintaining, repairing, modifying or replacing a water meter and associated meter reading apparatus.

5.13 *Breaking of Seal*

The Corporation shall have the right to seal any meter and associated by-pass at any reasonable time, and no person shall break or damage any seal attached to any meter or by-pass. If any such seal has become broken or damaged from any cause, the Owner shall forthwith report the breakage or damage to the Director of Public Works who shall cause the same to be resealed.

Part 6 – Fire Use

6.1 *Exceptions to Open or Operate any Hydrant or Valve*

No person shall open or operate any fire hydrant or valve or any other appurtenance of the Water Works except an authorized employee of the Corporation during performance of duty.

6.2 *Interference, Obstruction and Concealment*

No person shall in any way interfere with, obstruct or conceal or prevent access to any municipal or private fire hydrant, valve, meter or appurtenance.

6.3 *Water Taking from Un-Metered Water Service*

Without the authorization of the Director of Public Works, no person shall take water from an un-

metered water service installed for the purposes of fire protection, except for fire protection or preauthorized system testing.

6.4 Shut Off Valve and Restrictions on Equipment

No person shall attach any equipment for fire protection in a building to the Water Works system without the prior written approval of the Corporation. The piping for any such equipment shall be entirely separate from the piping used for any other purpose in the building and shall be equipped with a shut off valve located inside the building which shut off valve shall be sealed and under the exclusive control of the Corporation.

6.5 Breaking of Seal

No person shall break any seal attached to any equipment or appurtenances for fire protection except for the purpose of using water for fire extinction. Any occupant of the premises in which such seal has been broken shall forthwith report the breaking to the Director of Public Works who shall cause the same to be resealed.

6.6 Installation of a Separate Fire Meter on a Fire Line

The Corporation may require the installation of a separate water meter or fire meter on a fire line, in which case the cost of the supply, installation and maintenance thereof shall be borne by the Owner of the property of the building being serviced by such equipment. The main supply of water may be discontinued until the required meter is installed on the fire line so being served to the satisfaction of the Director of Public Works.

Part 7 – Prohibitions, Enforcement and Penalties

7.1 Damage to or Interference with Water Works

Every person who:

- (i) throws or deposits any injurious, noxious, or offensive material into the water or Water Works, or on the ice if the water is frozen, or in any way fouls the water, or commits any wilful damage or injury to the Water Works, or water, or encourages the same to be done; or
- (ii) wilfully removes, destroys, damages, fraudulently alters or in any way injures any main, water service connection, conduit, valve, hydrant, or other appurtenance or apparatus or thing belonging to the Corporation's Water Works;

is guilty of an offence and on conviction is liable to a fine, exclusive of costs, to the use of the Corporation, and is also liable for all damages occasioned thereby, which are recoverable under the *Municipal Act, 2001*, or provisions of the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.

7.2 Interference with or Damage to a Water Meter

Every person who wilfully or maliciously removes or damages or causes or knowingly suffers to be removed or damaged any water meter, or associated apparatus thereof, belonging to the Corporation, or wilfully impairs or knowingly suffers the same to be altered or impaired, so that the water meter

indicates less than the actual amount of the water that passes through it, including the unauthorized use of a meter by-pass, is guilty of an offence and on conviction is liable to a fine, exclusive of costs, to the use of the Corporation, and for any expenses of repairing or replacing the water meter, or associated apparatus thereof, plus the value of the unmetered water so consumed, all of which is recoverable under the *Municipal Act, 2001*, or the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.

7.3 Prohibitions and Other Offences

Every person who:

- (i) fails to construct a private water lateral, private distribution system or to install a private hydrant in conformance with Corporation approved Standards;
- (ii) having been given appropriate and adequate notice, fails to provide access for the purposes of inspecting and ensuring compliance with this Schedule, including access to private distribution systems and/or hydrants;
- (iii) having been given appropriate and adequate notice, fails to provide access for the purpose of the inspection, maintenance, repair, modification or replacement to a water meter or a valve or backflow prevention devices or hydrant and associated pipes and appurtenances; including those forming part of a private water distribution system or private hydrant system;
- (iv) fails to inspect and maintain a private water distribution system, or private hydrant, in conformance with Corporation approved Standards, and/or fails to supply an annual report on the inspection upon request, as required by this Schedule;
- (v) wilfully hinders or interrupts, or causes or procures to be hindered or interrupted, the Corporation or any of its officers, contractors, agents, servants or workers, in the exercise of any of the powers conferred by this Schedule;
- (vi) wilfully or negligently lets off or discharges water so that the water runs waste or useless out of the Water Works;
- (vii) without lawful authority, tampers with, operates, uses, opens or closes a fire hydrant, including a private fire hydrant, other than for fire fighting purposes;
- (viii) alters the approved colour scheme of any fire hydrant including private fire hydrants;
- (ix) without lawful authority, manipulates, opens or closes any valve of the Water Works or a private water distribution system;
- (x) obstructs or fails to ensure or provide the free access to any hydrant, valve, meter, remote reader, or meter chamber; of the Water Works, private water lateral or private distribution system;
- (xi) without a permit, lays, or causes to be laid, any pipe or main to connect with any pipe or main of the Water Works;
- (xii) fails to inform the Director of Public Works that installation of a private water lateral or private water distribution system, or private hydrant installation, is available for inspection;
- (xiii) connects a private water lateral, a private water distribution system, or private hydrant, to the Water Works prior to disinfection and inspection;
- (xiv) made or caused to be made or permitted a pipe connection to a private water lateral or private distribution system other than on the outlet side of a Corporation meter;

- (xv) without approval, wilfully consumes water from the Water Works and/or wilfully consumes water that is not being registered through a Corporation meter where installed, or fails to report the taking and/or consumption of water from the Water Works as may be required by the Corporation or under the terms of this Schedule;
- (xvi) has an unauthorized meter by-pass in place capable of lessening or altering the amount of water registered;
- (xvii) removes, alters or tampers with any seal placed upon a meter, valve or by-pass;
- (xviii) without lawful authority uses water from a fire service for purposes other than fire fighting;
- (xix) fails to obtain a water connection permit as set out in this Schedule;
- (xx) except as authorized by this Schedule, fails to provide a place for and install a Corporation meter and/or remote reader in conformance with the Corporation's Standards;
- (xxi) fails to adequately protect from damage, including from freezing, a Corporation meter and/or remote reader;
- (xxii) backfills a private water lateral trench, or a private water distribution system trench, or a corporation or private hydrant connection trench without prior approval;
- (xxiii) turns off or on or interferes with a private water lateral or a private water distribution system without the approval of the Director of Public Works;
- (xxiv) fails to provide written notification that a private water lateral, or a private water distribution system connection, or a private hydrant connection has been disconnected;
- (xxv) blanks or caps, or causes or permits to be blanked or capped, any private water lateral or private distribution system connection, or private hydrant connection, without prior approval;
- (xxvi) fails to provide excavation, backfill and reinstatement to enable the blanking or capping of a private water lateral, or a private distribution system connection, or a private hydrant connection as required by this Schedule;
- (xxvii) has, creates, or permits or causes to be created a cross-connection;
- (xxviii) operates or permits to be operated any Corporation or private fire hydrant without an approved cut-off valve and backflow prevention devices;
- (xxix) fails to obey and conform to the water use restrictions imposed by Council, or temporary water use restrictions imposed by the Director of Public Works;
- (xxx) undertakes or permits to be undertaken, thawing operations of any section or part of the Water Works, or to private lateral or private distribution systems, or any hydrants, without the prior approval of the Director of Public Works; and/or
- (xxxi) fails to repair a leak in a private water lateral within seven (7) days of notice.

is guilty of an offence, and on conviction is liable to a fine, exclusive of costs, to the use of the Corporation, pursuant to the provisions of the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.

7.4 Enforcement and Penalties

7.4.1 Contravention of By-law

Except as otherwise provided in this Schedule, and except as otherwise provided in the *Municipal*

Act 2001, as amended, any person or persons who contravenes the provisions of this Schedule is guilty of an offence and on conviction is liable at the discretion of the presiding Justice of the Peace or Judge of the Ontario Court, Provincial Division, or other relevant Justice or Judge or Court, to a fine, exclusive of costs, for each offence, to the use of the Corporation, pursuant to the provisions of the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33 and amendments thereto.

7.4.2 Guilty of Contravention of By-law

Every person who contravenes Part 7, Subsections 7.1, 7.2 or 7.3 of this Schedule is liable to the set fines established under Appendix "1" annexed hereto as amended from time to time.

7.4.3 Notice of Violation

Any person found to be in contravention of this Schedule, shall be issued a notice of such violation. Every such person may, within seventy-two (72) hours of the time when such notice was issued, pay at the City of Temiskaming Shores Municipal Offices the set fine or fines for and in full satisfaction of such violation as set out in Appendix "1" annexed hereto. The failure of such person to pay the said set fine or fines as set forth in Appendix "1" hereto, subjects him or her to the penalties hereinbefore provided for the violation of the provisions of this Schedule, and at the discretion of the Corporation, water supply to said person may be discontinued. Unpaid set fines shall be added to the Owner's next water billing.

7.4.4 Set Fines

The set fines described herein shall come into force and effect upon receipt of the Judge's Order from the Ministry of the Attorney General.

7.4.5 Enforcement

This Schedule shall be enforced by:

- (i) Public Works Environmental Superintendent;
- (ii) the Municipal By-Law Enforcement Officers;
- (iii) the Chief Building Official; or
- (iv) the Building and Planning Inspectors

of the Corporation of the City of Temiskaming Shores, as appropriate.

7.4.6 Court Order

The court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted, and such order shall be in addition to any other penalty imposed on the person convicted.

7.4.7 Liability to Corporation

Every person who, by act, default, neglect or omission, occasions any loss, damage or injury to the Water Works, or to any machinery, fitting or appurtenance thereof is liable to the Corporation therefore.

7.4.8 Corporation's Rights and Powers

No action or proceeding under the provisions of this Schedule shall preclude the Corporation from the right and power to exercise any other right or remedy available to the Corporation.

7.5 Recovery of Revenue Losses

7.5.1 Entitlement to Revenue Recovery

In addition to the remedies provided under this Schedule, the Corporation shall be entitled to recover from the Owner and/or Customer any loss of water or sewer revenues which have resulted from any violation of the provisions of this Schedule, whether or not the violation was committed wilfully or knowingly or unknowingly.

7.5.2 Amount of Revenue Recovery

The amount of revenue recovery shall be determined by the Treasurer in consultation with the Director of Public Works and/or Chief Building Official as appropriate based on the evidence provided as follows:

- (i) the estimated length of time over which the offence occurred and revenue was lost;
- (ii) the estimated amount of water usage and/or sewer discharge over that period; and
- (iii) the applicable water and sewer rates over that period as established by Corporation by-law.

7.5.3 Appeal of Revenue Recovery

An appeal of the revenue amount to be recovered as determined by the Treasurer under Subsections 7.5.1 and 7.5.2 may be made in writing to Council.

Part 8 – Miscellaneous

8.1 Act Provisions

The pertinent provisions of the *Municipal Act 2001*, the *Safe Drinking Water Act*, the *Ontario Water Resources Act*, the *Building Code Act*, the *Fire Protection and Prevention Act*, the Ontario Building Code, and the Ontario Fire Code and amendments thereto apply with necessary modifications to this Schedule.

8.2 Partial Invalidity

If any provision of this Schedule application thereof shall to any extent be invalid or unenforceable, the remainder of the Schedule and/or the application of such provision to the circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby; and each provision of this Schedule shall be separately valid and enforceable to the fullest extent permitted by law.

8.3 Conflict of Provisions

In the event of a conflict between this Schedule and the provisions of any other by-law or statute, the provisions that are the most restrictive shall prevail.

Part I – Provincial Offences Act

Offences and Set Fines

Item #	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	Short Form Wording	Provision Creating or Defining Offence	Set Fine
1	Fails to construct a private water lateral, private distribution system, private hydrant in conformity.	7.3 (i)	\$125
2	Upon notice, fails to provide access for inspection to ensure compliance with this Schedule	7.3 (ii)	\$125
3	Upon notice, fails to provide access to inspect, maintain, repair water meter, valve, backflow device or hydrant.	7.3 (iii)	\$125
4	Fails to inspect and maintain private water system, private hydrant in accordance to standards or fails to supply an annual report on the inspection upon request.	7.3 (iv)	\$125
5	Hinders or interrupts officers, contractors, agents servants or workers of the Corporation.	7.3 (v)	\$125
6	Negligently discharges water so that water runs waste or useless out of the Water Works.	7.3 (vi)	\$125
7	Without authority, tampers with, operates, uses, opens or closes a fire hydrant, including a private hydrant other than for fire fighting purposes.	7.3 (vii)	\$125
8	Alters colour scheme of any fire hydrant including private hydrants	7.3 (viii)	\$125
9	Without authority manipulates, opens or closes any valve of the Water Works or a private water distribution system.	7.3 (ix)	\$125
10	Fails to ensure free access to any hydrant, valve, meter, remote reader, or meter chamber of the Water Works, private lateral or private distribution system.	7.3 (x)	\$125
11	Without a permit, lays or causes to be laid, any pipe or main to connect with any pipe or main of the Water Works	7.3 (xi)	\$125
12	Fails to inform the Director of Public Works that installation of a private water lateral or private water distribution system, or private hydrant installation, is available for inspection.	7.3 (xii)	\$125
13	Connects a private water later, a private water distribution system, or private hydrant to the Water Works prior to disinfection and inspection.	7.3 (xiii)	\$125
14	Makes or permits a pipe connection to a private water lateral or private distribution system other than on the outlet side of a Corporation meter.	7.3 (xiv)	\$125
15	Without approval, consumes water that is not being registered through a Corporation meter where installed, or fails to report the taking and/or consumption as may be required under this Schedule	7.3 (xv)	\$125
16	Has an unauthorized meter by-pass capable of lessening or altering the amount of water registered	7.3 (xvi)	\$125
17	Removes, alters or tampers with any seal placed upon a meter, valve or	7.3 (xvii)	\$125

Item #	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
	Short Form Wording	Provision Creating or Defining Offence	Set Fine
	by-pass		
18	Without lawful authority uses water from a fire service for purposes other than fire fighting.	7.3 (xviii)	\$125
19	Fails to obtain a water connection permit as set out this Schedule.	7.3 (xix)	\$125
20	Fails to provide a place for and install a Corporation meter and/or remote reader in conformance with the Corporation's standards.	7.3 (xx)	\$125
21	Fails to adequately protect from damage, including freezing, a Corporation meter and/or remote reader.	7.3 (xxi)	\$125
22	Backfills a private water lateral trench, or a private water distribution system trench, or a corporation or private hydrant connection trench without prior approval.	7.3 (xxii)	\$125
23	Turns off or on or interferes with a private water lateral or a private water distribution system without the approval of the Director of Public Works.	7.3 (xxiii)	\$125
24	Fails to provide written notice that private water lateral, private water distribution system connection or private hydrant connection has been disconnected.	7.3 (xxiv)	\$125
25	Blanks or caps any private water lateral, private distribution system connection or private hydrant connection without prior approval.	7.3 (xxv)	\$125
26	Fails to provide excavation, backfill and reinstatement to enable blanking or capping of private water lateral, private distribution system connection or private hydrant as required by this Schedule.	7.3 (xxvi)	\$125
27	Has, creates, or permits or causes to be created a cross-connection.	7.3 (xxvii)	\$125
28	Operates or permits to be operated any Corporation or private fire hydrant without an approved cut-off valve and backflow prevention device	7.3 (xxviii)	\$125
29	Fails to obey and conform to the water use restrictions imposed by Council, or temporary water use restrictions imposed by the Director of Public Works.	7.3 (xxix)	\$125
30	Undertakes or permits to be undertaken, thawing operations of any section or part of the Water Works, or to private lateral, private distribution system or any hydrant without prior approval of the Director of Public Works.	7.3 (xxx)	\$125
31	Fails to repair a leak in a private water lateral within seven (7) days of notice.	7.3 (xxxi)	\$125

Note: The general penalty provisions for the offences above is Section 7.4 of By-law No. 2016-083, a certified copy of which has been filed.

The Corporation of the City of Temiskaming Shores

By-law No. 2016-084

**Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision
250 Little Street – Roll No. 54-18-030-006-062.00**

Whereas Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

And whereas the property owner has requested that the following properties be merged on title: Lots 54 and 55, Plan M30NB, Parcel 15707SST;

And whereas Council considered Memo No. 007-2016-CGP at the May 3, 2016 Regular Council meeting and directed to prepare the necessary deeming by-law for consideration at the May 3, 2016 Regular Council meeting;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as
 - a) Parcel 15707SST, Plan M30NB, Lot 54 and 55;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-085

**Being a by-law to confirm certain proceedings of Council of
The Corporation of the City of Temiskaming Shores for its
Special meeting held on April 18, 2016 and its Regular
meeting held on May 3, 2016**

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

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

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

And whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Special meeting held on **April 18, 2016** and its Regular meeting held on **May 3, 2016** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 3rd day of May, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen