



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, May 19, 2015
6:00 P.M.

City Hall Council Chambers – 325 Farr Drive

Agenda

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

- 4. Approval of Agenda**

Draft Motion

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

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

- 6. Review and adoption of Council Minutes**

Draft Motion

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

- a) Regular Meeting of Council – May 5, 2015

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

7.1 *Building Permit Fees – Non-Compliance / Orders*

Subject Land: All lands within the boundary of Temiskaming Shores

Purpose of the Application: The City of Temiskaming Shores is considering an amendment to the Building By-law No. 2013-052 to charge an administrative fee of \$200 upon issuance of an Order to Comply, Order not to Cover or Enclose, Stop Work Order, Order to Uncover and Order Requiring Tests and Samples as well as double the building permit fee for commencing construction without a building permit.

8. Question and Answer Period

9. Presentations / Delegations

- a) Don Studholme, CAO – District of Timiskaming Social Services Administrative Board (DTSSAB)

Re: General Presentation – DTSSAB Operations

10. Communications

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

Re: Nominations for “*Ontario Medal for Good Citizenship*”

Reference: Received for information

- b) Kim Allen, Volunteer – Community Volunteer Income Tax Program

Re: Thank You letter for use of Don Shepherdson Memorial Arena

Reference: Received for Information

- c) Marie Moliner, Regional Director General – Canadian Heritage

Re: Celebrate Canada Program – Funding Assistance for July 1st
Fireworks Denied

Reference: Received for Information

- d) The Honourable Steven Del Duca, Minister of Transportation

Re: Release of Auditor General's Report – Winter Highway
Maintenance in Ontario

Reference: Received for Information

- e) Sheila Nicholas, Chair – Teachers of English as a Second Language
Association of Ontario

Re: Request for Proclamation for week of November 8-14, 2015 as
“English as a Second Language Week”

Reference: Received for Information

- f) Louise Paquette, Chief Executive Officer – North East Local Health
Integration Network

Re: Pilot Sites – Ontario Hospital Association's Rural Health Hubs

Reference: Received for Information

Draft Motion

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

11. Committees of Council – Community and Regional

None

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Memo No. 020-2015-CGP – Hydro One Telecommunication Tower

Draft Motion

Whereas Hydro One intends to install a 26.8 m telecommunications pole at the Dymond Transformer Station located at 884073 Highway 65 West; and

Whereas Industry Canada's client guidelines for radio communication and broadcasting antenna systems requires consultation with the City and concurrence for the proposal to conclude local consultation;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby concurs with the installation of a 26.8 m telecommunications pole at the Hydro One Dymond Transformer Station located at 884073 Hwy 65 W.

b) Memo No. 021-2015-CGP – Declaration of Surplus Land – Haileybury Industrial Park

Draft Motion

Whereas Section 1.9 of Schedule "A" to By-law No. 2004-031 as amended - Procedural Policy for the Disposal of Municipal real property, states Council must declare property as surplus through resolution prior to disposal; and

Whereas Section 3.7 of Schedule "A" to By-law No. 2004-031 as amended, states that a minimum of five (5) days notice of a proposed sale shall be given to the public including a brief description, legislative

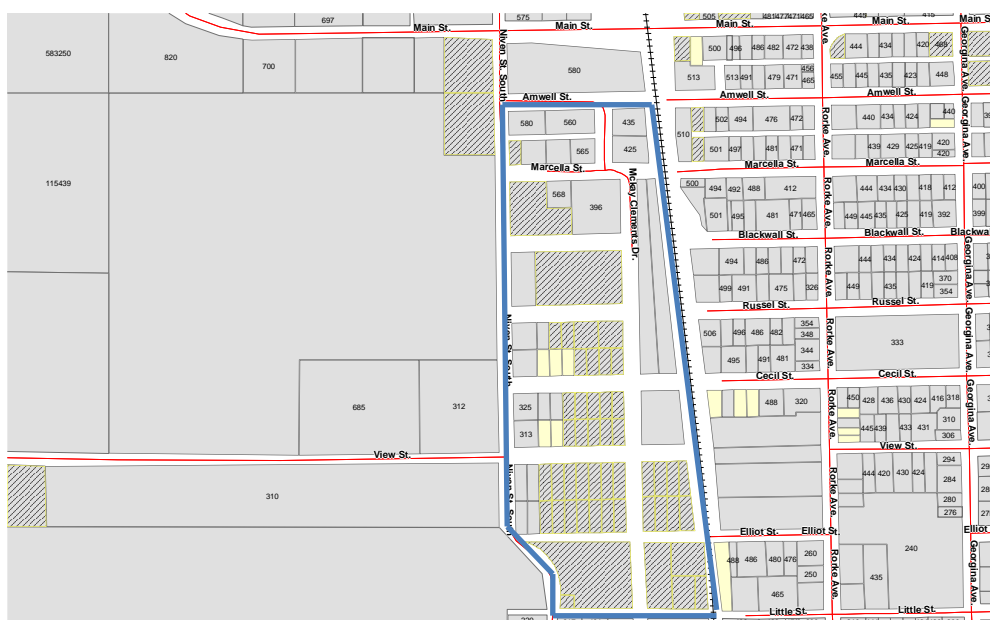
requirements and the pertinent dates that Council will consider the matter; and

Whereas public notice was placed in the Temiskaming Speaker on April 29, 2015 of Council's intent to sell municipal real property.

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

Subject Land:

Subject Lands – General Map



Subject Lands

Roll No. (54-18-030)	Street	Legal Description			Size
007-207.00	Marcella St	Lot 84	Plan M-73 NB	Parcel 20939 SST	50' x 100'
007-216.00	Marcella St	Lots 97 to 104	Plan M-73 NB	Parcel 16175 SST	0.92 Ac
007-217.00	Blackwall St	Lots 109-115 Lots 120-126;	Plan M-73 NB	Parcel 3028, 7718 16175 SST	1.76 Ac
007-218.00	Russell St	Lots 127 & 128	Plan M-73 NB	Parcel 7586, 7718 SST	100' x 110'
007-219.00	Russell St	Lots 129 & 130	Plan M-73 NB	Parcel 7586 SST	100' x 110'
007-220.00	Russell St	Lot 131	Plan M-73 NB	Parcel 5172 SST	50' x 100'
007-221.00	Russell St	Lot 132	Plan M-73 NB	Parcel 18310 SST	50' x 100'
007-221.09	Cecil St	Lot 141	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-221.10	Cecil St	Lot 142	Plan M-73 NB	Parcel 18310 SST	50' x 110'

007-221.11	Cecil St	Lot 143	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-222.00	Cecil St	Lot 144	Plan M-73 NB	Parcel 7718 SST	50' x 110'
007-223.00	Cecil St	Lot 145	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-223.01	Cecil St	Lot 146	Plan M-73 NB	Parcel 18310 SST	50' x 110'
007-223.02	Cecil St	Lot 147	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-223.03	Cecil St	Lot 148	Plan M-73 NB	Parcel 18310 SST	50' x 110'
007-223.04	Cecil St	Lot 149	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-223.13	View St	Lot 158	Plan M-73 NB	Parcel 18310 SST	50' x 110'
007-223.14	View St	Lot 159	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-223.15	View St	Lot 160	Plan M-73 NB	Parcel 18310 SST	50' x 110'
007-223.16	View St	Lot 161	Plan M-73 NB	Parcel 18311 SST	50' x 110'
007-223.17	View St	Lot 162	Plan M-73 NB	Parcel 18310 SST	50' x 110'
007-224.00	View St	Lot 163	Plan M-73 NB	Parcel 18311 SST	50' x 150'
007-224.01	View St	Lot 164	Plan M-73 NB	Parcel 18310 SST	50' x 150'
007-224.02	View St	Lot 165	Plan M-73 NB	Parcel 18311 SST	50' x 150'
007-224.03	View St	Lot 166	Plan M-73 NB	Parcel 18310 SST	50' x 150'
007-224.04	View St	Lot 167	Plan M-73 NB	Parcel 18311 SST	50' x 150'
007-224.05	View St	Lot 168	Plan M-73 NB	Parcel 18310 SST	50' x 150'
007-224.06	View St	Lot 169	Plan M-73 NB	Parcel 12008 SST	50' x 150'
007-224.11	Elliott St	Lot 174	Plan M-73 NB	Parcel 18310 SST	50' x 135'
007-224.12	Elliott St	Lot 175	Plan M-73 NB	Parcel 18311 SST	50' x 135'
007-224.13	Elliott St	Lot 176	Plan M-73 NB	Parcel 18310 SST	50' x 135'
007-224.14	Elliott St	Lot 177	Plan M-73 NB	Parcel 18311 SST	50' x 135'
007-224.15	Elliott St	Lot 178	Plan M-73 NB	Parcel 18310 SST	50' x 135'
007-224.16	Elliott St	Lot 179	Plan M-73 NB	Parcel 18311 SST	50' x 135'
007-224.17	Elliott St	Lot 180	Plan M-73 NB	Parcel 18310 SST	50' x 135'
007-225.00	Elliott St	Lot 181	Plan M-73 NB	Parcel 18311 SST	50' x 135'
007-225.01	Elliott St	Lot 182	Plan M-73 NB	Parcel 18310 SST	50' x 135'
007-225.02	Elliott St	Lot 183	Plan M-73 NB	Parcel 18311 SST	50' x 135'
007-225.03	Elliott St	Lot 184	Plan M-73 NB	Parcel 18310 SST	59.42' x 135'
007-225.04	View St	Lot 185	Plan M-73 NB	Parcel 18311 SST	32.58' x 182'
007-225.05	View St	Lot 186	Plan M-73 NB	Parcel 18310 SST	50' x 150'
007-225.06	View St	Lot 187	Plan M-73 NB	Parcel 18311 SST	50' x 150'
007-225.07	View St	Lot 188	Plan M-73 NB	Parcel 18310 SST	50' x 150'
007-228.00	Little St	Lot 201	Plan M-143 NB	Parcel 8170 SST	50' x 150'
007-228.01	Elliott St	Lot 202 to 230	Plan M-143 NB	Parcel 2203 SST	3.80AC
012-077.03	McKay-Clements	Lots 197 & 199	Plan M-143 NB	Parcel 20742 SST	93.27' x 125'

c) Memo No. 021-2015-CGP – Delegation of Authority to Negotiate – Haileybury Industrial Park

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2015-CGP;

That Council hereby delegates its authority to the City Manager and Director of Community Growth and Planning for negotiating and accepting agreements for Purchase and Sale of surplus lands within the Haileybury Industrial Park.

d) Administrative Report No. CGP-023-2015 – Land Sale – D. Niemi Trucking Inc. - Haileybury Industrial Park

Draft Motion

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

That Council directs staff to prepare the necessary By-law to stop up and close the unopened laneway (PIN 61397-0770) for consideration at the May 19, 2015 Regular meeting of Council;

That Council declares the following properties surplus to the City's needs legally described as:

- a. PIN 61397-0326 (LT) Parcel 20939 Sec SST, Lot 84 Plan M73NB Bucke; and,
- b. PIN 61397-0770 (LT) Parcel 21006 Sec SST Lane, Plan M73NB Bucke, abutting lots 77 – 83

That Council directs staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with D. Niemi Trucking Inc. for Lot 84 (PIN 61397-0326) and abutting laneway (PIN 61397-0770) in the amount of \$2,200 plus HST for consideration at the May 19, 2015 Regular meeting of Council;

That Council agrees to waive the application fee for a Deeming By-law and retain Ted Byck, Evans Bragagnolo Sullivan to represent the City in this land sale; and

That Council directs staff to prepare the necessary by-law to deem Lots 81, 82, 83, 84, 85, 86 and abutting laneway (PIN 61397-0770) on Plan M-73 NB to no longer be Lots on a Plan of Subdivision for consideration at the May 19, 2015 Regular Council meeting.

e) Administrative Report No. CGP-027-2015 – Land Sale – 2415577 Ontario Ltd. (Adolph Ng) - Haileybury Industrial Park

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-027-2015;

That Council directs staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with 2415577 Ontario Ltd. for Lots 148 and 158 (Pcl. 18310 SST) in the amount of \$4,400 plus HST for consideration at the May 19, 2015 Regular meeting of Council;

That Council agrees to waive the application fee for a Deeming By-law and retain George Kemp of Kemp Pirie to represent the City in this land sale; and

That Council directs staff to prepare the necessary by-law to deem Lots 148, 149, 150, 151, 152, 153, 158 and 159 on Plan M-73 NB to no longer be Lots on a Plan of Subdivision for consideration at the May 19, 2015 Regular Council meeting.

f) Administrative Report No. CGP-028-2015 – Cultural Sustainability Plan – Award of Consultant

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-028-2015;

That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the award of the preparation of the South Temiskaming Cultural Sustainability Plan and up to twenty individual organization plans to Millier Dickinson Blais in the amount of \$ 85,795.00 including HST; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Millier Dickinson Blais for the completion of the Plan for consideration at the May 19, 2015 Regular Council meeting.

g) Approval of attendance to the Temiskaming Shores & Area Chamber of Commerce 2015 Chamber Dinner – Thursday, May 28, 2015

Draft Motion

Be it resolved that the Council for the City of Temiskaming Shores approves the attendance of Mayor **Kidd**, Councillor **Foley** and Councillor **Hewitt** to the Temiskaming Shores & Area Chamber of Commerce 2015 Chamber Dinner scheduled for May 28, 2015.

h) First Quarter Financial Report - 2015

Draft Motion

Be it resolved that the Council acknowledges receipt of the 2015 First Quarter Financial Report for information purposes.

i) Administrative Report No. CS-017-2015 – Little Claybelt Homesteaders Museum

Draft Motion

Be it resolved that the Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-017-2015;

That Council agrees to assume ownership of the Little Claybelt Homesteaders Museum buildings situated at 883356 Highway 65 East; and

That Council directs staff to prepare the necessary by-law to enter into a Lease Agreement with the Little Claybelt Homesteaders Museum for occupation of the buildings at 883356 Highway 65 East for consideration at the June 2, 2015 Regular Council meeting.

j) Administrative Report No. CS-019-2015 – Vesting of TAC Property – 314 Broadway – Matabanick Hotel

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-019-2015;

That Council directs staff to proceed with the Notice of Vesting for Roll 54 18 030 002 08500; and

That Council directs staff to initiate the process of demolishing the building on the subject property.

k) Administrative Report No. RS-012-2015 – Pool Fitness – Fee Schedule

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-012-2015; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-039 (Fees By-law) to incorporate the 2015 Pool/Fitness Centre Fee Schedule as proposed effective June 1, 2015 for consideration at the May 19, 2015 Regular Council meeting.

l) Supplemental Administrative Report No. RS-013-01-2015 – Shannen's Dream

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-013-01-2015;

That Council endorses the site located at the Algonquin Beach Park in the area East of the MADD parkette and North of the horse shoe pits for the installation of the Monument to salute Shannen's Dream; and

That Council directs staff to continue with the project and provide periodic updates to Council.

m) Administrative Report No. RS-014-2015 – Multi-Use Complex

Draft Motion

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

That Council recognizes the community interest for a new multi-use complex; and

That Council directs staff to monitor the 2015 Capital Budget and should funds be available in the Fall due to projects coming in under budget and/or projects that were not able to be completed, that staff present to Council a recommendation to re-allocate funds towards a feasibility study for a new multi-use complex.

16. **By-laws**

Draft Motion

Be it resolved that:

- | | |
|----------------------------|--|
| <u>By-law No. 2015-106</u> | Being a by-law to enter into an agreement with 1688941 On Inc. / Norwin Contracting for Accessibility Upgrades at the Pool Fitness Centre |
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 | |
| <u>By-law No. 2015-107</u> | Being a by-law to authorize a Purchase Agreement with New Flyer as represented by A Girardin Inc. for two (2) 35 foot low floor accessible transit buses for the Temiskaming Transit Committee |
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 | |
| <u>By-law No. 2015-108</u> | Being a by-law to Stop up and Close a Highway (laneway between Amwell Street and Marcella Street in the Haileybury Industrial Park – PIN 61397-0770 LT); |
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 | |
| <u>By-law No. 2015-109</u> | Being a by-law to authorize the Sale of Land to D. Niemi Trucking Inc. (Lot 84, Pcl. 20939 SST on Plan M-73 NB and laneway being PIN 61397-0770 (LT), Parcel 21006 SST on Plan M-73 NB) |
|
 | |
| <u>By-law No. 2015-110</u> | 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 – D. Niemi Trucking Inc. – Roll No. 54-18-030-007-207.00 |

<u>By-law No. 2015-111</u>	Being a by-law to authorize the Sale of land to 2415577 Ontario Ltd. (Lots 148 and 158, Pcl. 18310 SST on Plan M-73 NB and Lots 149 and 159, Pcl. 18311 SST on Plan M-73 NB)
<u>By-law No. 2015-112</u>	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 – 325 Niven Street South – Roll No. 54-18-030-007-223.03
<u>By-law No. 2015-113</u>	Being a by-law to authorize Temporary Road Closures, (Bikers Reunion / Summerfest Event)
<u>By-law No. 2015-114</u>	Being a by-law to amend By-law No. 2012-101 (Traffic By-law) Prohibit Parking on the East side of Paget Street from Whitewood Avenue to Dymond Avenue
<u>By-law No. 2015-115</u>	Being a by-law to amend By-law No. 2012-039 (Fees By-law – Recreation Fees)
<u>By-law No. 2015-116</u>	Being a by-law to enter into an agreement with Millier Dickinson Blais Inc. for the completion of the Temiskaming Shores Regional Cultural Sustainability Plan

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2015-106;

By-law No. 2015-107;

By-law No. 2015-108;

By-law No. 2015-109;

By-law No. 2015-110;
By-law No. 2015-111;
By-law No. 2015-112;
By-law No. 2015-113;
By-law No. 2015-114;
By-law No. 2015-115; and
By-law No. 2015-116;

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

17. Schedule of Meetings

- a) Regular Meeting of Council – Tuesday, June 2, 2015 at 6:00 p.m.
- b) Regular Meeting of Council – Tuesday, June 16, 2015 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

None

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2015-017 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **May 19, 2015** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2015-017 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ pm.

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, May 5, 2015
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, Doug Jelly, Jeff Laferriere, Mike McArthur,
Patricia Hewitt and Danny Whalen

Also
Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Shelly Zubych, Director of Corporate Services
Karen Beauchamp, Director of Community Growth and Planning
Steve Langford, Acting Fire Chief

Regrets:

Media: Diane Johnston, Temiskaming Speaker
Bill Buchberger, CJTT

Members of the Public Present: 7

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2015-288

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2015-289

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Regular Meeting of Council – April 21, 2015

Carried

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

7.1 Declaration of Surplus Land – Haileybury Industrial Park

Subject Land: All municipally owned lots in the Haileybury Industrial Park

Purpose of the Application: The City of Temiskaming Shores has obtained an opinion of value on all municipally owned lots within the Haileybury Industrial Park and would like to advertise industrial lots available for purchase.

Mayor Kidd indicated that notice of Council's intention to consider a by-law to sell municipal land in the Haileybury Industrial Park and notice of this public meeting, was given in the Temiskaming Speaker on April 29 2015 and that this public meeting serves two purposes; firstly to advise the public of Council's intention to consider a by-law to sell municipal land and secondly, to hear from any person who claims his/her land would be impacted by the disposal of the said lands, or any interested party or individuals.

Mayor Kidd declared the meeting to be open, and asked Karen Beauchamp, Director of Community Growth and Planning to present the application.

Karen Beauchamp utilizing a powerpoint presentation outlined that the subject lands under consideration are vacant lots within the Haileybury Industrial Park with approximately 46 parcels in total. The park is generally bounded by Amwell Street (north), ONR Tracks (east), Niven St. S. (west) and Albert St. west.

Karen stated that the purpose for declaring all city owned vacant lands within the Industrial Park surplus as it is anticipated that the lands will be sold to existing businesses that wish to expand and already have had a couple of inquiries. The lands are designated Mixed Use Area in the new Official Plan and zoned Industrial in By-law No. 85-27 and expansion of an existing business is permitted.

Karen indicated that the application was circulated to city staff for comment. Treasurer commented that sale of lands will make them taxable, thereby increasing the assessment base and taxation revenue. The Planner recommends that a deeming by-law be imposed as a condition of sale for those sold for lot addition purposes.

Karen indicated that based on a Letter of Opinion of the Fair Market Value commissioned by Council resulted in the following recommendations:

- **\$3,500/lot:** lots that are fairly flat, have road access and developable;
- **\$1,100/lot:** lots that are constrained, no road, no services or steep slopes.

Karen outlined that the next steps are to pass a resolution to declare the lands as surplus at the May 19, 2015 Regular meeting of Council; adopt by-laws for the sale of land when Offers to Purchase are received as well as deeming by-laws when required.

Mayor Kidd inquired if there were members of the public who claim that their land would be impacted by the disposal of these lands; or any interested party or individuals. With no one approaching the podium Mayor Kidd inquired if there were any questions or comments from Council.

With no comments, Mayor Kidd declared the public meeting to be closed and advised that Council will give due consideration to the information received tonight.

8. Question and Answer Period

None

9. Presentations / Delegations

- a) Kim BenGuenna, Immigrant Coordinator / Placement Student

Re: Placement with the City of Temiskaming Shores

Kim BenGuenna indicated that her position will be ending this week and utilizing a powerpoint presentation provided background into how she became the Immigrant Coordinator as a coop student from Northern College – Haileybury Campus.

The position objective was to be responsible for the implementation of immigration and multicultural education and awareness programs and work with the North Bay and District Multicultural Centre (NBDMC) staff to connect them with settlement services for newcomers to the community. Kim outlined that some of the main duties were to identify immigrants and their needs through “cold contacts”; initiate a “Break the Stigma” campaign directed at elementary students that was fun and attention grabbing and help to educate on anti-racism at the same time as well as develop a relocation guide for Temiskaming Shores that would provide information to immigrants and new comers.

Since commencing the position in January there have been seventeen (17) new persons connected with NBDMC. Kim provided some statements from new comers outlining that they really appreciated the assistance and found people in the area as friendly and welcoming. Various social activities were held such as bowling, accessibility awareness day at Northern College, wheelchair basketball and winter moon drumming ceremony at the Keepers of the Circle.

Kim outlined that she has developed the skeleton of the “*Temiskaming Shores and Area Relocation Guide*” which contains, among other features, details about South Timiskaming, demographic-climate-median housing prices stats, health services, schools, transportation, recreation and leisure activities. The document is anticipated to be completed by municipal staff.

In conclusion Kim thanked staff and Council for the opportunity through this position and hopes that the city will continue to partner with Northern College in the future.

Mayor Kidd on behalf of staff and Council thanked Kim for her hard work during this placement and offered well wishes with further endeavors.

10. Communications

a) Alex Regele, Recreation Committee

Re: Notice of resignation from Recreation Committee

Reference: Received for information

b) Rick Barnum, Chief Superintendent – Ontario Provincial Police

Re: Citizen Self Reporting – Reporting of non-emergency incidents

Reference: Received for information

- c) Fred Gibbons, President and Don Wyatt, Chair – Northern College

Re: Leaders of Tomorrow – Entrance Scholarship Campaign – Request for Contribution

Reference: Referred to the Corporate Services Committee

- d) John Vanthof, MPP Timiskaming-Cochrane

Re: Constrained MicroFIT and FIT projects on Class 1, 2 and 3 lands – Letter of support

Reference: Received for information

- e) Bridget Schulte-Hostedde, Manager, Community Planning and Development – Ministry of Municipal Affairs and Housing

Re: Sworn Declaration – Official Plan Adoption

Reference: Motion to presented under New Business

- f) Brian J. McCormick, Manager – Hydro One

Re: Installation of Telecommunications Tower – Dymond Transformer Station on Highway 65 West

Reference: Received for information

- g) Ontario Northland

Re: Invitation – Transportation Talk – Wednesday, May 13/15 (6:30 pm to 8:00 pm) Riverside Place

Reference: Received for information

Moved by: Councillor Hewitt
Seconded by: Councillor Laferriere

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2015-291

Moved by: Councillor McArthur
Seconded by: Councillor Foley

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

- a) Haileybury Food Bank – 1st Quarter Report;
- b) Minutes of the Earleton-Timiskaming Regional Airport Joint Municipal Services Board meeting held on March 19, 2015;
- c) Minutes of the District of Timiskaming Social Services Administration Board meeting held on March 4, 2015;
- d) Minutes of the Committee of Adjustment meeting held on March 25, 2015;
- e) Minutes of the Temiskaming Transit Committee meeting held on April 27, 2015.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2015-292

Moved by: Councillor Jelly
Seconded by: Councillor Whalen

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

- a) Minutes of the Public Works Committee meeting held on April 23, 2015;
- b) Minutes of the Building Maintenance Committee meeting held on April 23, 2015;
- c) Minutes of the Building Maintenance Committee meeting held on April 28, 2015.

Carried

13. Reports by Members of Council

Councillor Whalen spoke to the recent article regarding the cancellation of the dragon fly races at the Earleton Airport and indicated that the article came across as one sided and wanted to provide clarification. Based on the agenda for the airport meeting the issue wasn't even on the agenda and the Airport Board added the delegation as they provided a letter indicating that they had to decide that evening on whether to permit the drag races. Councillor Whalen outlined that this has been an issue for many years and given the circumstances they chose air ambulance over the drag races and sending patients to the Kirkland airport.

Councillor Whalen outlined that there are a number of hidden costs when shutting down the airport including increased expenses to transfer patients by land to Kirkland Lake for air ambulance service.

Councillor Jelly outlined that last week he attended the Police Services Board meeting in North Bay for Zone 1-A at which time he was elected as Chair of Zone 1-A and there would be three meetings throughout the year. As part of the responsibilities as the chair Councillor Jelly will become a director on the Ontario Association of Police Services Boards (OAPSB) out of the Toronto area and as a director of the OAPSB all expenditures are covered by the board.

14. Notice of Motions

None

15. New Business**a) Memo No. 018-2015-CGP – Sale of 177150 Shepherdson Road – Extension of Condition****Resolution No. 2015-293**

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 018-2015-CGP; and

That Council hereby agrees to amend the Agreement of Purchase and Sale between the City and Pronor Developments Limited, for the property known as 177150 Shepherdson Road, in order to extend the condition of the Purchaser to fulfill a leasing agreement with their tenant (Great Northern Family Health Team) from May 1, 2015 to June 1, 2015.

Carried

b) Memo No. 019-2015-CGP – Third & Final Reading of By-law No. 2015-061 (Amendment to Fence By-law No. 2013-183)

Resolution No. 2015-294

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. 019-2015-CGP; and

That Council hereby agrees to consider Third & Final Reading of By-law No. 2015-061.

Carried

c) Notice of Decision – Sworn Declaration – Adoption of the City of Temiskaming Shores' Official Plan

Resolution No. 2015-295

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Whereas the Ministry of Municipal Affairs and Housing (MMAH) has issued a Sworn Declaration, MMAH File No. 54-OP-148925, in regards to the Official Plan for The Corporation of the City of Temiskaming Shores; and

Whereas MMAH has advised the City that its Official Plan, adopted by By-law No. 2014-040 and modified by the Minister in a decision dated March 20, 2015, is hereby approved and came into force and effect on April 13, 2015.

Now therefore be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of correspondence from the Ministry of Municipal Affairs and Housing dated April 22, 2015; and

That Council further acknowledges and confirms that the City's Official Plan, as modified by the Minister of Municipal Affairs and Housing, came into force and effect on April 13, 2015.

Carried

d) Administrative Report No. CGP-022-2015 – École Publique des Navigateurs Expansion

Resolution No. 2015-296

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-022-2015;

That Council declines to provide a letter of support to Conseil scolaire public du Nord-Est de l'Ontario's as requested to purchase 10-12 acres of land from the Agricultural Research Institute of Ontario (ARIO) for expansion purposes as the property is designated Agricultural Research Facility in the City's Official Plan and not compatible with the Official Plan designation; and

That Council encourages Conseil scolaire public du Nord-Est de l'Ontario and other area school boards to work collaboratively to explore the option of multi-board co-occupancy of schools in compliance with Ministry of Education initiatives.

Carried

e) Administrative Report No. CGP-024-2015 – PDAC 2016

Resolution No. 2015-297

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-024-2015;

That Council approves the Contract Change Order to By-law No. 2014-191 of \$15,000 in order for Markey Consulting to finalize the 2015 PDAC marketing;

That Council directs staff to submit a funding application to FedNor in support of the 2016 PDAC Northern Ontario Mining Showcase; and

That Council approves, in accordance to Section 3.5 a) of the City's Purchasing Policy, entering into an agreement with Markey Consulting to coordinate the Northern Ontario Mining Showcase events in 2016, 2017 and 2018 pending funding approval from Fed Nor.

Carried

f) Administrative Report No. CGP-025-2015 – Naturallia 2015 - Sudbury

Resolution No. 2015-298

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-025-2015;

That Council approves the City's participation in Naturallia 2015 (November 11-13, 2015) and the attendance of the Economic Development Officer at the event; and

That Council agrees to enter into a partnership agreement with Naturallia 2015 appointing the Economic Development Officer as the Head of Delegation for Temiskaming Shores area.

Carried

g) Administrative Report No. CGP-026-2015 – Amendments to Traffic and Parking By-law No. 2012-101

Resolution No. 2015-299

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-026-2015;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-101 (Traffic By-law) for consideration at the May 19, 2015 Regular Council meeting; and

That Council directs staff to provide Public Notice of Council's intent to amend the Traffic By-law to restrict parking on the East side of Paget Street effective June 1, 2015.

Carried

h) Administrative Report No. CS-016-2015 – BIA Business Development Internship

Resolution No. 2015-300

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-016-2015; and

That Council directs staff to prepare the necessary by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Canada to provide support of up to \$31,500 towards the hiring of a Business Development Coordinator Intern for the New Liskeard Business Improvement Area for consideration at the May 5, 2015 Regular Council meeting.

Carried

i) Administrative Report No. PPP-004-2015 – Appointment of Deputy District Chief – Dymond Station

Resolution No. 2015-301

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. PPP-004-2015; and

That Council hereby appoints Gaston Beaubien as Volunteer Deputy District Chief to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

Carried

j) Memo No. 006-2015-PW – Waste Recovery – Full Producer Responsibility

Resolution No. 2015-302

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Whereas municipalities have no control over the form of Municipal Solid Waste that is generated from packing and products that enter their jurisdiction; and

Whereas municipal taxpayers bear more than 50% of the cost of waste disposal and recycling of packing and printed paper in the waste stream, which products are increasingly complex, multi-material and expensive to recycle, reclaim or dispose of; and

Whereas the Minister of the Environment and Climate Change has committed to replacing the current waste diversion legislation, but has not yet introduced replacement legislation to the legislature; and

Whereas producer responsibility provides that the producers be responsible for 100% of the costs of certain designated wastes for full cost end-of-life management for such products and packaging; and

Whereas waste is a valuable resource; and

Whereas producer responsibility would provide considerable savings to the City of Temiskaming Shores' residents and grow the local economy as producers innovate to reduce waste, develop more easily recyclable packaging and work with municipalities on better ways to collect and process it; and

Whereas increased recycling and reclamation could add 13,000 good, high-quality jobs in Ontario and contribute more than \$1.5 billion every year to Ontario's economy;

Therefore be it resolved that the City of Temiskaming Shores calls on the Ontario Government to introduce legislation to replace the *Waste Diversion Act* with a system based on full Producer Responsibility, ensuring that producers are responsible for 100% of the end-of-life costs of designated waste and that producers need to work with the municipal sector on those Producer Responsibility programs that affect the municipal integrated waste management system so that municipalities are fairly compensated for services provided to manage designated waste that enters the municipal system.

Carried

k) Memo No. 007-2015-CS – Acquisition of two (2) Transit Buses

Resolution No. 2015-303

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Whereas the Temiskaming Transit Committee has been exploring various options for the replacement of transit buses; and

Whereas the Temiskaming Transit Committee adopted Recommendation No. TC-2015-015 at its April 27, 2015 meeting recommending the sole source procurement of two (2) 35 foot low floor accessible transit buses from New Flyer as represented by Girardin Blue Bird; and

Whereas the Purchasing Policy for the City of Temiskaming Shores being By-law No. 2009-012, as amended, more specifically Section 3.5 a) of Schedule "A" states in part that any Contract where a Bid Solicitation has been restricted to a single source of supply and the Total Acquisition Cost of such good, service or construction exceeds \$20,000 is subject to Council approval;

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby approves the purchase of two (2) 35 foot low floor accessible transit buses from New Flyer as represented by Girardin Blue Bird at an upset limit of \$683,356 plus applicable taxes as well as specialized tooling for proper maintenance at an upset limit of \$22,437.29 plus applicable taxes; and

Furthermore that Council hereby directs staff to prepare the necessary by-law to enter into an agreement with New Flyer as represented by Girardin

Blue Bird for the acquisition of two (2) 35 foot low floor accessible transit buses for consideration at the May 19, 2015 Regular meeting of Council.

Carried

l) Administrative Report No. PW-016-2015 – Accessible Upgrades – Pool/Fitness Centre

Resolution No. 2015-304

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-016-2015;

That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the award of the contract to Norwin Contracting for the accessible upgrades at the pool and fitness centre, as detailed in Request for Quotation PW-RFQ-001-2015 for a total upset limit of \$104,800.00 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law to enter into an agreement for the said contract for consideration at the May 19, 2015 Regular Council meeting.

Carried

m) Administrative Report No. PW-017-2015 – Tender Award – Supply, Mix and Stockpile Winter Sand

Resolution No. 2015-305

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-017-2015;

That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the award of the 2015 Supply, Mix and Stockpile of Winter Sand contract to *Miller Paving Limited* in the amount of \$ 84,150.00 plus HST; and

That directs Staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the May 5, 2015 Regular Council meeting.

Carried

n) Administrative Report No. PW-018-2015 – Award – Supply and Application of Liquid Calcium Chloride

Resolution No. 2015-306

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the award of the 2015 Supply and Application of Liquid Calcium Chloride contract to *Pollard Highway Products Ltd.* In the amount of \$ 47,243.04 plus HST; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pollard Highway Products Ltd. for the supply and application of Liquid Calcium Chloride for consideration at the May 5, 2015 Regular Council meeting.

Carried

o) Administrative Report No. PW-019-2015 – Emergency Watermain Repair Work – McDonough Heights

Resolution No. 2015-307

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

That as outlined in Section 2.20 of By-law No. 2009-012 (Purchasing Policy), being the definition of “Emergency” and Section 4.23 “Emergency Purchases”, Council authorizes the completion of the McDonough Heights Emergency Watermain Repair / Relocation work;

That Council approves the award of the emergency repair work to *Pedersen Construction (2013) Inc.* in the amount of \$ 68,200.00 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law and agreement for consideration at the May 5, 2015 Regular Council meeting.

Carried

p) Administrative Report No. PW-020-2015 – Emergency Storm Sewer Repair Work – 182 Pine Street West

Resolution No. 2015-308

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-020-2015;

That as outlined in Section 2.20 of By-law No. 2009-012 (Purchasing Policy), being the definition of “Emergency” and Section 4.23 “Emergency Purchases”, Council authorizes the Emergency Storm Sewer Repair work at 182 Pine Street West;

That Council approves the award of the emergency repair work to *Pedersen Construction (2013) Inc.* in the amount of \$ 62,700.00 plus HST; and

That Council directs Staff to prepare the necessary by-law and agreement for consideration at the May 5, 2015 Regular Council meeting.

Carried

q) Administrative Report No. PW-021-2015 – Emergency Sanitary Sewer Main Repair Work – Rebecca Street

Resolution No. 2015-309

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2015;

That as outlined in Section 2.20 of By-law No. 2009-012 (Purchasing Policy), being the definition of “Emergency” and Section 4.23 “Emergency Purchases”, Council authorizes the Emergency Sanitary Sewer Main Repair work on Rebecca Street;

That Council approves the award of the emergency repair work to *Pedersen Construction (2013) Inc.* in the amount of \$ 74,680.00 plus HST; and

That Council directs Staff to prepare the necessary by-law to enter into an agreement for consideration at the May 5, 2015 Regular Council meeting.

Carried

r) Administrative Report No. PW-022-2015 – Purchase of two (2) new Sanders

Resolution No. 2015-310

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-022-2015;

That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the purchase of two new single axle sanders from Freightliner – North Bay, as detailed in Request for Tender PW-RFT-001-2015, for a total upset limit of \$ 349,958.00 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 5, 2015 Regular Council meeting.

Carried

s) Administrative Report No. PW-023-2015 – Submission of Application for Funding - Continuous Improvement Fund (CIF)

Resolution No. 2015-311

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

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

That Council authorizes staff to submit an Expression of Interest / Application for Phase 2 of the City's Promotion and Education Campaign related to the Enhanced Recycling Program to the Continuous Improvement Fund (CIF).

Carried

t) Administrative Report No. RS-013-2015 – Monument to salute Shannen's Dream

Resolution No. 2015-312

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-013-2015;

That Council endorses the provision of a site for the monument to salute Shannen Koostachin – “Shannen’s Dream”; and

That Council directs staff to consult with Jules Koostachin for the selection of a preferred site and provide a recommendation for consideration at the May 19, 2015 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2015-313

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2015-093 Being a by-law to amend By-law No. 2013-052 (Building Permit Fees for Accessible Upgrades)

By-law No. 2015-094 Being a by-law to amend By-law No. 2013-052 (Building Permit Fees – Non-compliance/Orders)

By-law No. 2015-095 Being a by-law to enter into an agreement with the Municipality of Charlton/Dack for the acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive

By-law No. 2015-096 Being a by-law to enter into an agreement with Product Care Association for Phase 1 materials (paints and coatings) collected as part of the Municipal Hazardous and Special Waste (Orange Drop Collection Event)

By-law No. 2015-097 Being a by-law to enter into an agreement with Miller Paving Limited for the supply, mixing and stockpiling of Winter Sand at various locations within the City of Temiskaming Shores

- By-law No. 2015-098 Being a by-law to enter into an agreement with Pollard Highway Products Limited for the supply and application of Liquid Dust Suppressant at various locations in the City of Temiskaming Shores
- By-law No. 2015-099 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor for funding assistance towards hiring of a Business Development Coordinator Intern for the New Liskeard Business Improvement Area
- By-law No. 2015-100 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for Emergency Repairs to the McDonough Heights Watermain
- By-law No. 2015-101 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for Emergency Repairs to the Storm Sewer Infrastructure located at 182 Pine Street West
- By-law No. 2015-102 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for Emergency Repairs to the Sanitary Sewer infrastructure located on Rebecca Street
- By-law No. 2015-103 Being a by-law to enter into an agreement with the Township of Chamberlain for acceptance of recyclable materials at the Spoke Transfer Station on Barr Drive
- By-law No. 2015-104 Being a by-law to enter into an agreement with Frieghtliner (North Bay) for the supply and delivery of two (2) single axle sanders with under mount plows

be hereby introduced and given first and second reading.

Carried

Resolution No. 2015-314

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2015-061 Being a by-law to amend By-law No. 2013-183 (Fence By-law)

By-law No. 2015-093;

By-law No. 2015-095;

By-law No. 2015-096;

By-law No. 2015-097;

By-law No. 2015-098;

By-law No. 2015-099;

By-law No. 2015-100;

By-law No. 2015-101;

By-law No. 2015-102;

By-law No. 2015-103;

By-law No. 2015-104;

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

Carried

17. Schedule of Meetings

a) Regular Meeting of Council – Tuesday, May 19, 2015 at 6:00 p.m.

b) Regular Meeting of Council – Tuesday, June 2, 2015 at 6:00 p.m.

18. Question and Answer Period

Councillor Whalen spoke to the accessible upgrades planned for the Pool/Fitness Centre and thanked Tammie Caldwell and her staff for the work done at the Fitness Centre and the high number of patrons.

19. Closed Session

None

20. Confirming By-law

Resolution No. 2015-315

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2015-105 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **May 5, 2015** be hereby introduced and given first and second reading.

Carried

Resolution No. 2015-316

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2015-105 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2015-317

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that City Council adjourns at 7:10 pm.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

Ministry of Citizenship,
Immigration and International
Trade

Minister

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 325-6200
Fax: (416) 325-6195

Ministère des Affaires civiles,
de l'immigration et du Commerce
International

Ministre

6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 325-6200
Télec.: (416) 325-6195



April 2015

Dear Friends,

It is my pleasure to send you this call for nominations for the Ontario Medal for Good Citizenship.

Established in 1973, the Ontario Medal for Good Citizenship honours Ontarians who, through exceptional, long-term efforts, have made outstanding contributions to community life.

Recipients will be presented with their medal by the Lieutenant Governor of Ontario at a special ceremony at Queen's Park in the Fall of 2015.

Here is what you need to do to submit a nomination for this medal program:

- a) Visit ontario.ca/honoursandawards and click on the Ontario Medal for Good Citizenship icon.
- b) Download the appropriate PDF form.
- c) Read the eligibility criteria and instructions carefully.
- d) Fill out the form and submit it along with your supporting documents/testimonials before July 17, 2015. Instructions for submitting your package can be found on the website.

If you have any questions or would like additional information, please call 416 314-7526, toll free 1 877 832-8622 or TTY 416 327-2391.

I encourage you to take the time to nominate a deserving citizen in your community for an Ontario Medal for Good Citizenship. The men and women we honour stand as shining examples to us all.

Thank you for your attention to this important recognition program.

Yours truly,

A handwritten signature in black ink, appearing to be 'Michael Chan'.

Michael Chan
Minister

RECEIVED

MAY 13 2015

437 Amwell St.
P.O. Box 1436
Haileybury, Ontario
POJ 1K0

May 13, 2015

Mayor and Council
City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
POJ 1K0

Re: Community Volunteer Income Tax Program

Dear Sirs:

We have just completed this year's tax season and would like to take this opportunity to thank the city for the use of the arena lobby at the Don Shepherdson Memorial Arena in New Liskeard. As of April 30th, our volunteer group has processed 1070 returns for area residents, exceeding previous years' totals. This figure includes results from our three drop-off locations, two in New Liskeard and one in Haileybury. The continual increase in numbers serves to illustrate the ongoing need for this service in the community.

Thank you once again for helping us serve our community.

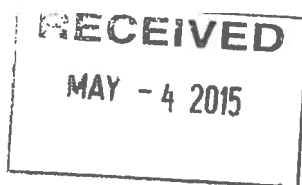
Yours sincerely,

Kim Allen
Volunteer
CVITP



Canadian
Heritage

Patrimoine
canadien



File Number: 060974-20152016-1-1

April 27, 2015

Mrs. Alexandra Jackson
Cultural Coordinator
CORPORATION OF THE CITY OF TEMISKAMING SHORES (THE)
325 Farr Drive, Post Office Box 2050
Haileybury, Ontario P0J 1K0

Dear Mrs. Jackson:

Re: Celebrate Canada Funding Application

Your request for financial assistance under the Celebrate Canada Program for the "*Biker's Reunion Summerfest Fireworks*" project was considered by the Department of Canadian Heritage. All eligible proposals are evaluated to determine how well they address the Celebrate Canada Program objectives, priorities and other criteria set forth in the Funding Application Form and the Guide for Applicants.

I regret to inform you that, following a review of your application for assistance, we are unable to fund your project for the following reason:

Due to the volume of applications received, we were unable to support all requests received. Priority was given to those proposals that best satisfied the Program's objectives and demonstrated a capacity to achieve expected outcomes.

If you wish to discuss this decision, please feel free to contact Steve Khan, Program Officer, by telephone at (416) 952-1002 or by email at Steve.Khan@pch.gc.ca.

Sincerely,

Marie Moliner,
Regional Director General
Ontario Region

Canada

**Ministry of
Transportation**

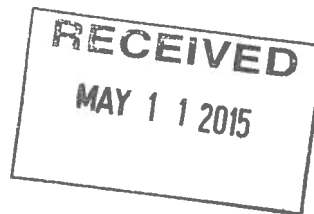
Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
416-327-9200
www.ontario.ca/transportation

**Ministère des
Transports**

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
416-327-9200
www.ontario.ca/transports



M2015-1860

May 4, 2015

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

Dear Mayor Kidd:

The Auditor General released her report on winter highway maintenance in Ontario on April 29, 2015. We thank her for this thorough and thoughtful review, and her recommendations. While we have already taken action on many of them, we continue to work with our contractors and the OPP to improve highway snow clearing operations.

Being able to travel safely on our highways is very important to Ontarians, and at the Ministry of Transportation (MTO) it's our top priority. Over the past few years, MTO has worked to improve the quality of highway snow clearing by adding more than 100 pieces of equipment. We've also strengthened our oversight and enhanced the way we plow truck climbing and passing lanes, and freeway ramps and shoulders. In the coming months, we'll be doing more to make driving conditions better in winter 2015/16.

The Auditor General's report provides eight recommendations to the ministry. These recommendations identify improvements to how maintenance contracts are awarded; oversight of highway maintenance contractors; the effective use of equipment, sand, salt or anti-icing liquid to achieve the ministry's snow clearing standards; contractors' patrolling and reporting; and improved communications with the public on winter driving conditions and winter maintenance performance.

As a ministry, we have a lot of work to do and so do our contractors. I will be meeting with them in person as soon as possible to determine how we can work together to improve this program and their performance.

.../2

Further, I have directed ministry staff to provide me with an action plan within 60 days that outlines ways to further strengthen and improve winter maintenance, while addressing the Auditor's recommendations, to ensure that we are doing everything possible to provide Ontarians with safe highway conditions. I will make that action plan public.

I have heard from some municipalities regarding how winter maintenance has improved this past winter season but there is more we need to do. I look forward to reporting back on our action plan, our progress implementing the Auditor's recommendations and the additional steps we will be taking to enhance winter maintenance in Ontario.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steven Del Duca', with a stylized, cursive script.

Steven Del Duca
Minister



TEACHERS OF ENGLISH
AS A SECOND LANGUAGE
ASSOCIATION OF ONTARIO

27 Carlton Street, Suite 405
Toronto, Ontario M5B 1L2
T 416-593-4243 F 416-593-0164
TF 1-800-327-4827
administration@teslontario.org
www.teslontario.org



May 1, 2015

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

Your Worship,

We thank you and your community for taking part in our Ontario-wide initiative to raise the awareness of the importance of English language learning opportunities for newcomers to Canada by declaring English as a Second Language (ESL) Week in years past, during the week in which our annual conference took place.

I am writing on behalf of TESL Ontario (Teachers of English as a Second Language) to invite you to again take part in our province-wide initiative to recognize Ontario's ESL community and declare the week of November 8 - 14, 2015 as "English as a Second Language Week". Given the ever growing diversity of the population of Ontario, we hope you will continue to support our efforts and grant us this request. In 2014, 55 municipalities declared ESL Week and we anticipate that this number will continue to grow, helping the ESL community to celebrate and expand its development.

For 42 years, TESL Ontario has held its Annual Conference to provide professional development for educators, administrators, students and volunteers who make it possible for immigrants, refugees, citizens, and visitors to learn the English language. This year, our conference *"Expanding Horizons - Drawing on Experience and Knowledge"* will be held November 12 & 13, 2015 and we would be honoured if representatives of your Council could participate. If you are interested in participating please contact Kevin Gamble, Office Coordinator, at administration@teslontario.org for further details.

Last year's TESL Ontario Conference attracted more than 800 attendees. Our members travel from across the province and beyond to attend workshops, research symposia, a technology fair and publishers' displays. For many of us, this annual journey to Toronto marks a time when we can share our experiences, expand our skills, and reaffirm the positive contribution that our province makes to diversity.

Through a set of criteria developed to ensure measurable qualifications among ESL professionals, TESL Ontario demands the best of qualifications from our members, as well as the best of training from the TESL training programs accredited by TESL Ontario. As a result, we offer the finest in second language education to our students, who are capable of contributing a wealth of knowledge and experience to Ontario communities.

Attached, please find our suggested wording of the proclamation. If you have any suggestions or comments as to the content of this document, please contact our Executive Director, Renate Tilson, at 416-593-4243 ext. 203.

Thank you for your consideration,

Sincerely,

Sheila Nicholas,
Chair

SUGGESTED WORDING OF PROCLAMATION

Ontario has been the destination of choice for many immigrants who have added to the diversity of the province by bringing their culture, customs and language, even as they endeavour to acquire the ability to communicate in English.

The community of English as a Second Language learners are represented in all aspects of society. They are students in elementary and secondary schools, universities, colleges, public and private schools, adult education students pursuing literacy and basic skills, participants in workplace-training programs, researchers and subjects, volunteers and workers, employees and business owners, labourers and professionals, neighbours and friends.

The professional organization Teachers of English as a Second Language (TESL) Ontario hosts a conference in Toronto each year consisting of workshops, research symposia and a technology fair to maintain and expand the skills and abilities of its members.

NOW THEREFORE, I, _____ on behalf of _____ of _____ Council, do hereby proclaim November 8th to 14th, 2015 as "English as a Second Language Week" in the _____ of _____.

Good Afternoon FONOM colleagues,

I both appreciated and enjoyed the opportunity to speak to you during the FONOM/MMAH Conference about the exciting and far-reaching world of health care in our beautiful part of the province.

As I mentioned in my presentation, the development of rural health hubs is something we would be hearing about in the very near future. I am pleased to let you know that Dr. Eric Hoskins, Minister of Health and Long-Term Care recently announced his intention to move on the Ontario Hospital Association's proposal for Rural Health Hubs. The selection of pilot sites for implementation will be done within this fiscal. The OHA has suggested six pilots at a cost of approximately \$250K, each.

As you may recall, rural health hubs are integrated care organizations with shared governance and shared or integrated funding across sectors. Hubs may also share a common infrastructure and administration either physical or virtual. This is more exciting news for us in the North who benefit greatly from integrated and innovative approaches to health care. I will send further updates as I am made aware.

Best regards,

Louise

Louise Paquette

Chief Executive Officer/ Directrice générale

louise.paquette@lhins.on.ca

[\(705\) 673-2892](tel:7056732892) – Sudbury

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: May 19, 2015
Subject: Hydro One Telecommunication Pole
Attachments: Hydro One Telecommunications Pole Notification

Mayor and Council:

On May 5, 2015 Council received a letter from Hydro One Networks Inc. (attached as Appendix 01) indicating that Hydro One intends to install a 26.8 m telecommunications pole on their property at 884073 Highway 65 West. The letter does not specifically request the municipality's concurrence with the proposed installation, however further guidance provided in Industry Canada's client guidelines for radio communication and broadcasting antenna systems requires consultation with the City and concurrence for the proposal from the City is considered as the conclusion for local consultation.

Telecommunication facilities such as the one proposed are federally regulated and consultation with the municipality was not previously required as local Official Plan and Zoning policies do not apply to their location and installation. New procedures from Industry Canada require consultation with the local land use authority and provide an opportunity for the land use authority to work with the proponent to discuss siting options and address reasonable and relevant concerns.

The City of Temiskaming Shores Official Plan and Township of Dymond Zoning By-law 984 do not contain specific provisions or allowances for the installation of telecommunications facilities within the settlement area for the City. The property at 884073 Highway 65 West is designated Employment Area in the City of Temiskaming Shores Official Plan and is zoned Manufacturing Industrial (M2) in the Township of Dymond Zoning By-law 984. Surrounding properties are designated Employment Areas, Mixed Use Areas, and Agricultural Land, and are zoned Manufacturing Industrial (M2), Agriculture (A1), Environmental Protection (EP), and Rural (RU). Surrounding land uses are primarily industrial, agricultural, and vacant, with few residential dwellings within 500m of the property. The subject property is developed as an industrial site and contains existing tower structures for other utility uses

The information submitted by Hydro One includes pictures of the site before, and simulated view after the tower is installed taken from Bedard Road, Highway 65 West in front of the subject property, Highway 65 West in front of 884299 Highway 65 West, and the Highway 11/Craven Drive intersection. These photos imply that the proposed tower will have a very low visual impact from these vantage points.

Given the above information it is recommended that Council pass a resolution indicating concurrence with the proposed telecommunication tower on the Hydro One property at 884073 Highway 65 West in Dymond.

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

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

Hydro One Networks Inc.
483 Bay Street
South Tower, 6th Floor
Toronto, ON M5G 2P5
www.HydroOneNetworks.com

Tel: (416) 345-6597
Email: Brian.McCormick@HydroOne.com



Brian McCormick
Manager, Environmental Engineering and Project Support

April 28th, 2015

Dear Property Owner,

Re: Hydro One Telecommunications Pole Notification – Dymond Transformer Station

As per Industry Canada's requirement, I am writing to inform you that Hydro One Networks Inc. (Hydro One) is planning to construct a telecommunications pole inside the existing 230 kilovolt Dymond Transformer Station, located at 884073 Highway 65 West in the City of Temiskaming Shores. You are receiving this notification because you own property within 100 metres of Dymond Transformer Station.

The planned telecommunications pole will be 26.8 metres in height and is required to provide protection and control of the operation of the Ontario power system network.

The following documents are enclosed in this notification package:

- Appendix A – Hydro One's response to Industry Canada's Technical Requirements
- Appendix B – Location map of Dymond Transformer Station
- Appendix C – Photo simulations of the proposal

Hydro One is following Industry Canada's Default Public Consultation Process as set out in Section 4.2 of the *Radiocommunication and Broadcasting Antenna Systems (CPC-2-0-03, Issue 5, effective July 15, 2014)*.

If you have any questions regarding the planned telecommunications pole, please reply in writing within **30 days**. Any questions or comments can be sent to Natalie Ognibene, Environmental Planner, at Natalie.Ognibene@HydroOne.com.

Regards,

A handwritten signature in blue ink, appearing to be "Brian J. McCormick", written over a circular stamp or seal.

Brian J. McCormick, Manager
Environmental Engineering & Project Support

cc: Natalie Ognibene, Environmental Planner, Hydro One
Industry Canada, Eastern and Northern Ontario District Office
The City of Temiskaming Shores

Appendix A: Technical Requirements

As required by Industry Canada's Default Consultation Process, outlined in Appendix 2 of *Radiocommunications and Broadcasting Antenna Systems (CPC-2-0-03, Issue 5, effective January 15, 2014)*

1. **Purpose:** A telecommunications pole is required to provide protection and control of the operation of the Ontario power system network. The planned telecommunications pole is required to be located inside Dymond Transformer Station in order to communicate with surrounding transmission assets. Whenever possible, Hydro One will co-utilize existing telecommunications poles inside our stations. In this case, however, there is no existing telecommunications pole inside Dymond Transformer Station.
2. **Location:** The planned telecommunications pole will be erected inside the existing Dymond Transformer Station at 884073 Highway 65 West in the City of Temiskaming Shores. A location map is provided in Appendix B.
3. **Health Canada's Safety Code 6:** Hydro One attests that the radio antenna system described in this notification package will be installed and operated on an ongoing basis so as to comply with Health Canada's Safety Code 6, as may be amended from time to time, for the protection of the general public, including any combined effects of nearby installations within the local radio environment.
4. **Control of Public Access:** Dymond Transformer Station has restricted access and is completely surrounded by chain link security fencing with locked access points. The planned telecommunications pole, along with any radio equipment, will reside inside the station.
5. **Canadian Environmental Assessment Act:** This project is exempt from the *Canadian Environmental Assessment Act*.
6. **Description of Proposed Antenna System:** The telecommunications pole will be 26.8 metres in height and located inside the Dymond Transformer Station fence. Photo simulations are provided in Appendix C.
7. **Transport Canada's Aeronautical Obstruction Marking Requirements:** Transport Canada has assessed that no aeronautical obstruction marking will be required for the planned telecommunications pole.
8. **Engineering Practices:** The planned telecommunications pole will be constructed in compliance with the National Building Code of Canada and comply with good engineering practices including structural adequacy.

9. Local Land Use Requirements: There are no additional requirements set out by the City of Temiskaming Shores.

10. General Antenna Information: General information relating to antenna systems is available on Industry Canada's Spectrum Management and Telecommunication website: <http://www.ic.gc.ca/towers>.

11. Contact Information:

Natalie Ognibene
Hydro One Networks Inc.
483 Bay Street, South Tower, 6th Floor
Toronto ON M5G 2P5
(416) 345-5709
Natalie.Ognibene@HydroOne.com

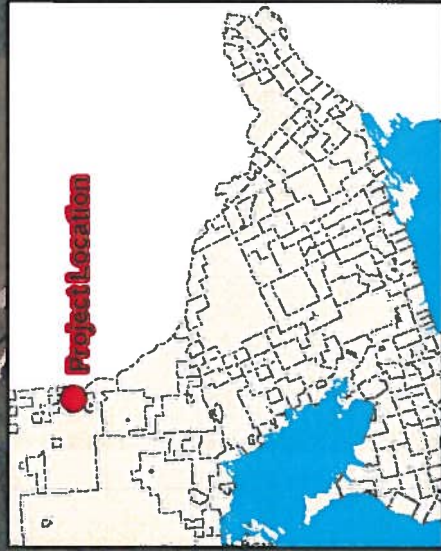
Industry Canada
Eastern and Northern Ontario District Office
2 Queen Street East
Sault Ste. Marie, ON P6A 1Y3

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

12. Closing Date for Public Questions/Comments: As outlined in Industry Canada's process:

- Written questions or comments must be submitted to Hydro One within **30 days** of the date on the notification letter.
- Hydro One will acknowledge receipt of your communication within **14 days** and will provide a formal written response within **60 days**.
- The members of the public who communicated with Hydro One will then have **21 days** to review and reply to Hydro One's final response.

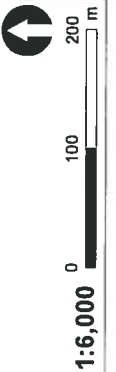
Please submit questions/comments to Natalie Ognibene using the contact information above.



Appendix B – Location Map

- Proposed Pole Location
- 230 kV Transmission Lines
- 115 kV Transmission Lines
- Highways

Produced By: Inergr LLP, GIS Services
 Date: Apr 8, 2015
 Map15-05: Dymond TS, TeleComm Twr, Appendix B
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EXISTING LANDSCAPE CHARACTER



LOCATION: BEDARD DRIVE NORTH and RAIL CROSSING. SOUTH OF WATER TREATMENT PLANT. REFER TO MAP FOR PLAN VIEW LOCATION OF POLE and OBSERVER VIEWPOINT.

PROPOSED CONDITIONS



PROPOSED TELECOM POLE (26.0m)

CAMERA #1 VIEW LOOKING SOUTHWEST TOWARD PEDERSON CONCRETE PLANT, OPG FACILITY and STATION TELECOM POLE PARTIALLY BACKGROUNDED BY RIDGE LINE (CAMERA VIEWPOINT $\pm 500\text{m}$ FROM PROPOSED POLE)

DYMOND TS - PROPOSED TELECOMMUNICATIONS POLE VISUAL ASSESSMENT and PHOTO SIMULATION

APPENDIX C

MAY 2015

EXISTING LANDSCAPE CHARACTER



LOCATION: ON HIGHWAY 65 AT THE ENTRANCE GATE TO THE STATION. REFER TO MAP FOR PLAN VIEW OF POLE AND OBSERVER VIEWPOINT.

PROPOSED CONDITIONS



CAMERA #2 VIEW AT THE FRONT GATE TO DYMOND TRANSFORMER STATION #884075 HIGHWAY 65 WEST (OBSERVER VIEWPOINT ±200m FROM PROPOSED POLE)

DYMOND TS - PROPOSED TELECOMMUNICATIONS POLE VISUAL ASSESSMENT and PHOTO SIMULATION

APPENDIX C

EXISTING LANDSCAPE CHARACTER



LOCATION: ON HIGHWAY 65 NEAR PEDERSON'S FARM. REFER TO MAP FOR PLAN VIEW OF OBSERVER VIEWPOINT and POLE LOCATION.

PROPOSED CONDITIONS



CAMERA #3 VIEW AT LOOKING SOUTHEAST CROSS AGRICULTURE FLAT LANDS ALONG HIGHWAY 65. (OBSERVER VIEWPOINT ±2000m OR 2.0KM FROM PROPOSED POLE)

DYMOND TS - PROPOSED TELECOMMUNICATIONS POLE VISUAL ASSESSMENT and PHOTO SIMULATION

APPENDIX C

MAY 2015

EXISTING LANDSCAPE CHARACTER



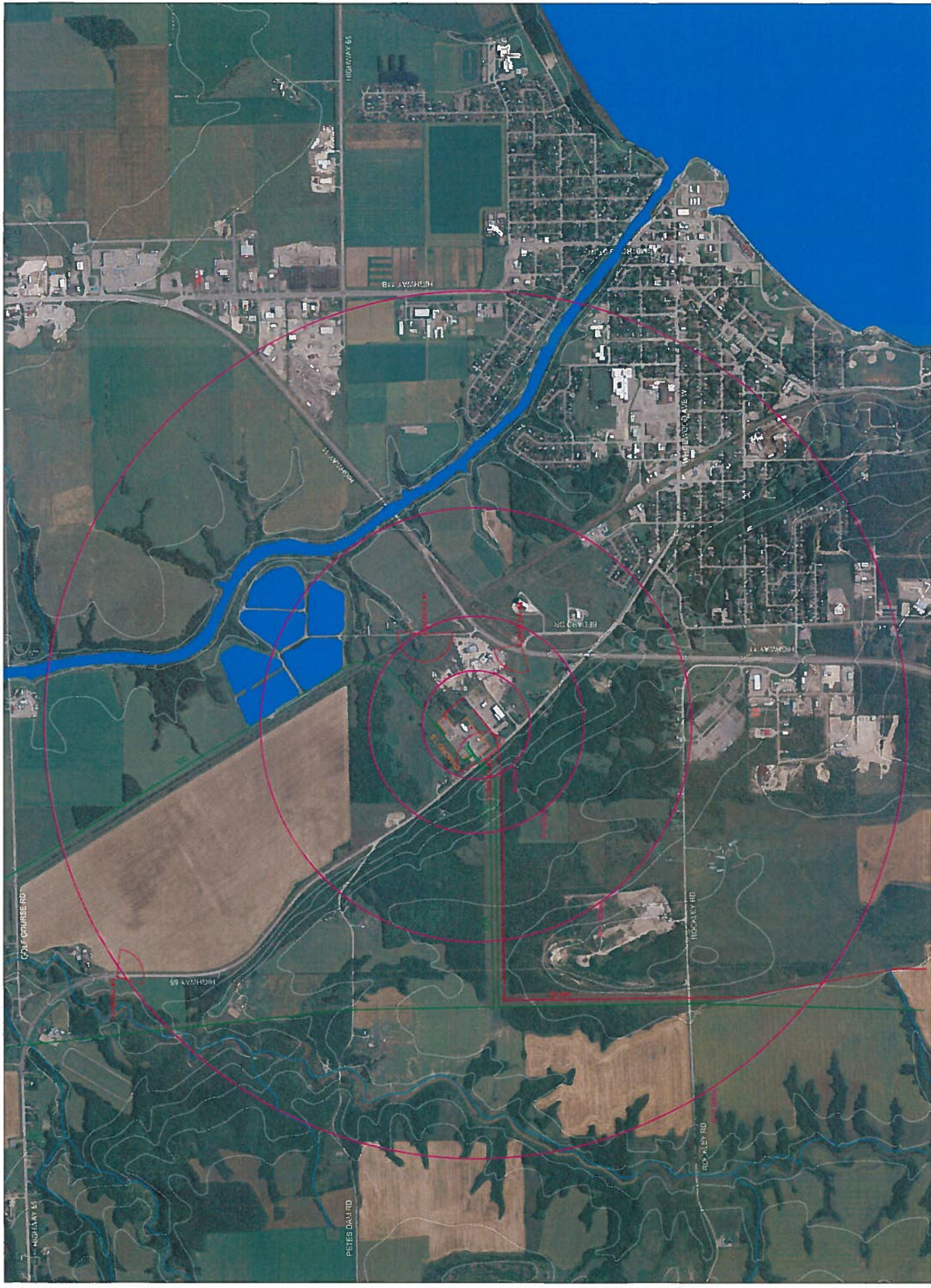
LOCATION: VIEW FROM BEDARD DRIVE SOUTH and HIGHWAY 11 INTERSECTION. PLEASE REFER TO MAP FOR PLAN VIEW LOCATION OF POLE and OBSERVER VIEWPOINT.

PROPOSED CONDITIONS

PROPOSED TELECOM POLE. (±26.0m HT)
SIMILAR IN HEIGHT TO 115KV WOOD POLE LINES ON RIDGE.



CAMERA #4 VIEW FROM BEDARD DRIVE SOUTH and HIGHWAY 11 INTERSECTION TOWARD ESCARPMENT and INDUSTRIAL LANDS. PROPOSED POLE PARTIALLY BACKGROUNDED BY RIDGE SETTING.



LEGEND

	230kV TRANSMISSION LINE
	115kV TRANSMISSION LINE
	RADIUS BOUNDARY
	RIVER
	CONTOUR 10m INTERVALS
	WATER
	PROPOSED POLE LOCATION

HYDRO ONE NETWORKS INC.
ENVIRONMENTAL SERVICES & APPROVALS

hydro one

MAY 2015

**DYMOND TS - PROPOSED TELECOMMUNICATIONS POLE
and VISIBILITY THRESHOLD ZONE MAP**

Memo

To: Mayor and Council
From: Karen Beauchamp, Director Community Growth and Planning
Date: May 19, 2015
Subject: Declaration of Surplus Land – Delegation of Authority to Negotiate - Haileybury Industrial Park
Attachment: None

Mayor and Council:

At the April 7, 2015 meeting, Council considered Administrative Report No. CGP-017-2015 regarding the sale of vacant City-owned land in the Haileybury Industrial Park. The area is bordered by Amwell Street on the North, Albert Street on the South, Niven Street South on the West and the Ontario Northland Railway on the East. It consists of approximately 46 parcels of land and most lots are 50' x 100'. Council passed a resolution directing staff to obtain an opinion of value from John Gauvreau, Century 21 and start the public process to declare the vacant land in the Haileybury Industrial Park surplus to the City's needs and dispose of it.

At the April 21, 2015 meeting, Council received Memo No. 015-CGP-2015 regarding the opinion of fair market value for the lots and agreed to set the purchase price at \$1,100 for constrained lots and \$3,500 for developable lots.

Staff gave notice to the public on April 29, 2015 regarding Council's intent to declare the vacant land in the Haileybury Industrial Park surplus to the City's needs and dispose of it. A public meeting was held at the May 5, 2015 regular meeting of Council. No members of the public commented at the public meeting and no written comments were received.

Staff recommend that Council pass a resolution at the May 19, 2015 meeting to declare all vacant City-owned land in the Haileybury Industrial Park surplus to the City's needs.

In an effort to simplify the land sale process and save time, Staff also recommends that Council delegate authority to the City Manager to accept an Offer to Purchase that reflects the purchase price set by Council. Thus, at the next regular Council meeting following receipt of an Offer to Purchase, Council will consider a by-law to confirm the sale. This is the same process that Council approved for the sale of land in the Dymond Industrial Park.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

Subject: Land Sale – D. Niemi Trucking Inc.
(Roll No. 5418-030-007-207.00)

Report No.: CGP-023-2015
Agenda Date: May 19, 2015

Attachments

Appendix 01: Draft By-law to Stop up and Close Laneway
Appendix 02: Draft Deeming By-law
Appendix 03: Draft By-law Agreement of Purchase and Sale

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-023-2015;
2. That Council directs staff to prepare the necessary By-law to stop up and close the unopened laneway (PIN 61397-0770) for consideration at the May 19, 2015 Regular meeting of Council;
3. That Council declares the following properties surplus to the City's needs legally described as:
 - a. PIN 61397-0326 (LT) Parcel 20939 Sec SST, Lot 84 Plan M73NB Bucke; and,
 - b. PIN 61397-0770 (LT) Parcel 21006 Sec SST Lane, Plan M73NB Bucke, abutting lots 77 – 83.
4. That Council directs staff to prepare the necessary By-law to enter into an Agreement of Purchase and Sale with D. Niemi Trucking Inc. for Lot 84 (PIN 61397-0326) and abutting laneway (PIN 61397-0770) in the amount of \$2,200 plus HST for consideration at the May 19, 2015 Regular meeting of Council;
5. That Council agrees to waive the application fee for a Deeming By-law and retain Ted Byck, Evans Bragagnolo Sullivan to represent the City in this land sale; and
6. That Council directs staff to prepare the necessary by-law to deem Lots 81, 82, 83, 84, 85, 86 and abutting laneway (PIN 61397-0770) on Plan M-73 NB to no longer be Lots on a Plan of Subdivision for consideration at the May 19, 2015 Regular Council meeting.

Background:

On October 6, 2014, D. Niemi Trucking Inc. applied to purchase a vacant City-owned lot and unopened laneway in the Haileybury Industrial Park that abuts their property on the west side. Their intent is to add this property to their existing property in order to expand vehicle parking for their business. Staff advised that the land could not be considered for sale until the municipal election was held and the new Council was sworn in.

On January 28, 2015, staff started the circulation process to determine if the property was surplus to the City's needs. The purchaser paid the application fee in the amount of \$250 plus HST on February 15, 2015.

On February 11, 2015 notice of a public meeting was advertised in the Temiskaming Speaker and a public meeting was held on February 17, 2015 regarding the City's intent to declare the property surplus. No members of the public commented at the public meeting and no comments were received in writing.

Analysis:

The vacant lot has 50' frontage on Niven Street South and is 110' deep and abuts D. Niemi Trucking Inc.'s property on the west side. The unopened laneway is 20' wide and extends from McKay Clements Drive to Niven Street. It splits D. Niemi Trucking Inc.'s property into two parts. The laneway also abuts property owned by Tom Adshead and 649770 Ontario Ltd. (Peter Larocque). Staff consulted with the two owners who advised that they were not interested in purchasing part of the laneway. Prior to selling the laneway, Council is required to pass a By-law to Stop up and Close it. A Draft By-law is attached as Appendix 01.

The Planner advises that the property is designated Mixed Use Areas in the City of Temiskaming Shores Official Plan and is zoned Industrial in the Town of Haileybury Zoning By-law 85-27. Expansion of the parking area for the business is a permitted use. The Planner recommends that the applicant be required to obtain a deeming by-law for their properties to merge on title so that they cannot be sold separately. Staff recommends that Council waive the application fee for a Deeming By-law which is \$200 plus HST. The purchasers will be responsible to pay for the cost of legal and Land Titles fees to register the Deeming By-law on title for the properties. A draft Deeming By-law is attached as Appendix 02.

The Director of Public Works recommends that if the purchaser intends to expand the parking area by cutting the bank closer to Niven Street South, the owner will be required to obtain an opinion from a professional engineer to determine the required slope or retaining wall that may be required in order that the street is not undermined. Staff confirm that this condition is included in the Offer to Purchase.

The Planner ordered a title search on the property to confirm ownership and to check if there are any easements, agreements, or restrictions registered on title. The property is in the name of The Corporation of the Town of Haileybury. The City's solicitor will be required to register a name change to The Corporation of the City of Temiskaming Shores before transferring title. There are no easements, agreements or restrictions registered on title.

At the April 17 meeting, Council considered an Opinion of Value from John Gauvreau, Century 21 for vacant City owned lots in the Haileybury Industrial Park and agreed to a fair market value of \$1,100.00 for lots that are constrained for development. The vacant lot is 50' x 110' with frontage on Niven Street South, however there is a 12' drop over the 50' width which precludes access from the street. The laneway is approximately 20' wide and is only of value to abutting property owners as a lot addition. The purchasers may incur additional expenses for lot grading, stormwater management, and engineering depending on their plans for the development of the property. Staff recommends that Council acknowledge that the fair market value of the vacant lot plus the laneway is \$2,200.00.

On May 4, 2015, the purchasers provided an Agreement of Purchase and Sale in the amount of the fair market value. Staff recommends that Council accept the offer which is attached as

Appendix 03 - Draft By-law Agreement of Purchase and Sale at the May 19, 2015 Regular meeting of Council.

Staff recommends that Council pass a resolution to declare the lot and laneway surplus to the City's needs, pass a by-law to accept the Offer to Purchase, pass a deeming by-law to join the properties together with the purchaser's existing property, and pass a By-law to stop up and close the laneway at the May 19, 2015 Council meeting.

D. Niemi Trucking Inc. has paid a non-refundable application fee in the amount of \$250 plus HST. They are also required to pay an advertising fee in the amount of \$100 plus HST for the public notice that was placed in the Temiskaming Speaker.

In addition to this, the purchasers are responsible to pay for all legal and Land Titles fees, both theirs and the City's, for the transfer of land and registration of the Deeming By-law and Road Closing By-law. The purchasers have retained Ted Byck of Evans Bragagnolo and Sullivan to represent them in this land transaction. In order to save costs for the purchasers, staff recommends that the City retain the same law firm to act on behalf of the City.

Alternatives

No alternatives were considered.

Financial / Staffing Implications

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

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

The Treasurer advises that the property is currently exempt from taxation. The sale will revert the properties to a taxable assessment, thereby increasing the assessment base and taxation revenues.

The \$2,200.00 revenue from the sale of the land will be directed to the Community Development Reserve.

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

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to Stop up and Close a Highway being
the laneway between Amwell Street and Marcella Street
in the Haileybury Industrial Park - PIN 61397-0770 (LT);
Parcel 21006 SST**

Whereas the provisions of Section 34 (1) of the Municipal Act 2001, S.O., c. 25 sets out procedures for the closing of Highways.

And whereas Council held a public meeting on February 17, 2015 for the purposes of providing a forum in which those whose private rights are adversely affected may assert their objections;

And whereas Council considered Administrative Report No. CGP-023-2015 at the May 19, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to stop up and close the unopened laneway (PIN 61397-0770) for consideration at the May 19, 2015 Regular meeting of Council;

And whereas Council for the City of Temiskaming Shores deems it expedient to stop up and close certain portions of municipal road allowances described as follows:

Street	Part(s)	Plan(s)
Laneway	PIN 61397-0770 (LT)	M-73 N.B.

And whereas the provisions of Section 34 (1) and Section 251 of the Municipal Act 2001, S.O., c. 25 have been complied with; and

Now therefore the Municipal Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That PIN 61397-0770 (LT) – Laneway between Amwell Street and Marcella Street on Plan M-73 N.B. is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law for the aforesaid municipal road allowances.
3. That a copy of this by-law be registered at the Land Registry Office.
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 19th day of May 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

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

D. Niemi Trucking Inc. - Roll No. 54-18-030-007-207.00

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 Council considered Administrative Report CGP-023-2015 at the May 19, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to deem Lots 81, 82, 83, 84, 85, 86 and abutting laneway (PIN 61397-0770) on Plan M-73 NB to no longer be Lots on a Plan of Subdivision for consideration at the May 19, 2015 Regular meeting of Council;

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 follows:

580 Amwell St.

Parcel 22887 SST	Plan M-73 NB	Lots 81, 82 and 83
Parcel 20939 SST	Plan M-73 NB	Lot 84
Parcel 25171 SST	Plan M-73 NB	Lots 85 and 86

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.

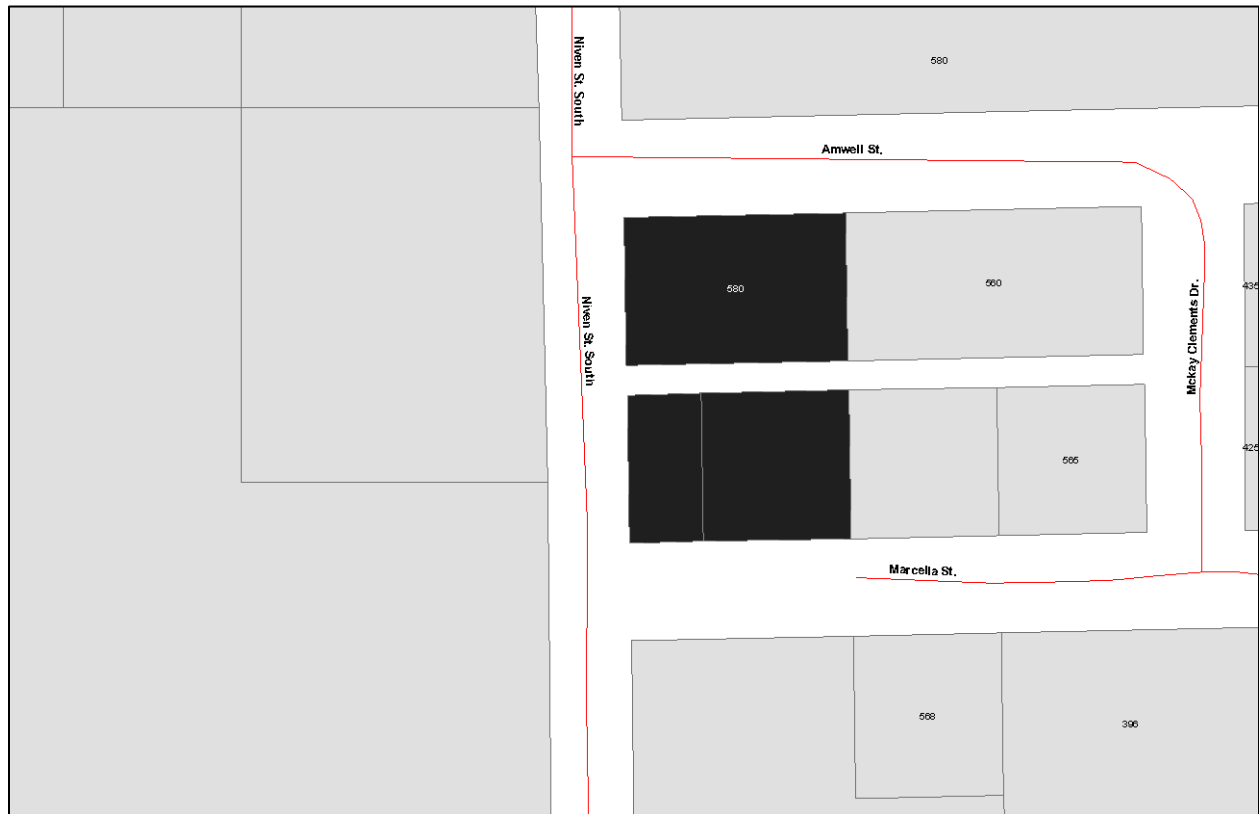
6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry 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 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

City of Temiskaming Shores



580 Amwell Street - Roll No. 54-18-030-007-207.00

Niemi Trucking Inc.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to authorize the Sale of Land to
D. Niemi Trucking Inc. being Lot 84, Pcl. 20939 SST on Plan
M-73NB and laneway being PIN 61397-0770 (LT), Pcl. 21006
SST on Plan M-73 NB**

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

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

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

And whereas By-law No. 2004-031 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered Administrative Report CGP-023-2015 at May 19, 2015 Regular meeting of Council and directed to staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with D. Niemi Trucking Inc. for consideration at the May 19, 2015 Regular meeting of Council;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2004-031 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between D. Niemi Trucking Inc. as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land described as Lot 84 on Plan M-73 NB, Parcel 20939 SST, PIN 61397-0326 (LT) and Laneway on Plan M-73 NB, Parcel 21006 SST, PIN 61397-0770 (LT) in the amount of \$2,200.00 plus H.S.T. and other such considerations outlined in the said agreement;
4. That the Mayor and Clerk be hereby authorized and directed to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and any and all other documentation necessary to complete the sale of land transaction.

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 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Land Sale – 2415577 Ontario Ltd.
(Adolph Ng) – Hlby Industrial Park

Report No.: CGP-027-2015
Agenda Date: May 19, 2015

Attachments

Appendix 01: Imagery

Appendix 02: Draft Deeming By-law

Appendix 03: Draft By-law - Offer to Purchase

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-027-2015;
2. That Council directs staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with 2415577 Ontario Ltd. for Lots 148 and 158 (Pcl. 18310 SST) and Lots 149 and 159 (Pcl. 18311 SST) in the amount of \$4,400 plus HST for consideration at the May 19, 2015 Regular meeting of Council;
3. That Council agrees to waive the application fee for a Deeming By-law and retain George Kemp of Kemp Pirie to represent the City in this land sale; and
4. That Council directs staff to prepare the necessary by-law to deem Lots 148, 149, 150, 151, 152, 153, 158 and 159 on Plan M-73 NB to no longer be Lots on a Plan of Subdivision for consideration at the May 19, 2015 Regular Council meeting.

Background:

2415577 Ontario Ltd. owns four (4) lots in the Haileybury Industrial Park which front on Niven Street South. In April 2015, Mr. Adolph Ng, owner of 2415577 Ontario Ltd. requested to purchase four vacant City-owned lots that abut his property. Mr. Ng's intent is to add this property to his existing property in order to construct an addition onto the building and expand his business. The property is shown on the imagery in Appendix 01.

Notice of a public meeting to consider declaring City-owned land in the Haileybury Industrial park surplus to the City's needs and selling it was published in the Community Bulletin on April 29, 2015. A public meeting was held on May 5, 2015. No members of the public provided comments at the public meeting and no comments were received in writing.

Analysis:

The four (4) vacant lots are 50' x 110' each. Two lots front on the unopened Cecil Street road allowance and two front on the unopened View Street road allowance. The lots are landlocked and can only be accessed through the purchaser's existing property which fronts on and has access to Niven Street South.

The Planner advises that the property is designated Mixed Use Areas in the City of Temiskaming Shores Official Plan and is zoned Industrial in the Town of Haileybury Zoning By-law 85-27. Expansion of the existing business is a permitted use. The Planner recommends that the City pass a deeming by-law for these properties to merge on title with the purchaser's existing properties so that they cannot be sold separately. Staff recommends that Council waive the application fee for a Deeming By-law which is \$200 plus HST. The purchasers will be responsible to pay for the cost of legal and Land Titles fees to register the Deeming By-law on title for the properties. A draft Deeming By-law is attached as Appendix 02.

The Planner ordered a title search on the property to confirm ownership and to check if there are any easements, agreements, or restrictions registered on title. The properties are in the name of The Corporation of the Town of Haileybury. The City's solicitor will be required to register a name change to The Corporation of the City of Temiskaming Shores before transferring title. There are no easements, agreements or restrictions registered on title.

At the April 17 meeting, Council considered an Opinion of Value from John Gauvreau, Century 21 for vacant City owned lots in the Haileybury Industrial Park and agreed to a fair market value of \$1,100.00 for lots that are constrained for development. The vacant lots are landlocked, un-serviced and have some topography constraints. The purchasers may incur additional expenses for lot grading, stormwater management, and engineering depending on their plans for the development of the property. Staff recommends that Council acknowledge that the fair market value of the vacant lots is \$1,100.00 per lot (4 lots x \$1,100.00 each = \$4,400.00).

On May 8, 2015, the purchasers provided an Offer to Purchase in the amount of the fair market value. Staff recommends that Council accept the offer which is attached as Appendix 03 - Draft By-law Agreement of Purchase and Sale at the May 19, 2015 Regular meeting of Council.

Staff recommends that Council pass a resolution to declare the lots surplus to the City's needs, pass a by-law to accept the Offer to Purchase, and pass a deeming by-law to join the properties together with the purchaser's existing property at the May 19, 2015 Council meeting.

The purchasers are responsible to pay for all legal and Land Titles fees, both theirs and the City's, for the transfer of land and registration of the Deeming By-law. The

purchasers have retained George Kemp, Kemp Pirie to represent them in this land transaction. In order to save costs for the purchasers, staff recommends that the City retain the same law firm to act on behalf of the City.

Alternatives

No alternatives were considered.

Financial / Staffing Implications

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

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

The Treasurer advises that the properties are currently exempt from taxation. The sale will revert the properties to a taxable assessment, thereby increasing the assessment base and taxation revenues.

The \$4,400.00 revenue from the sale of the land will be directed to the Community Development Reserve.

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

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager



The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

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 325 Niven Street South – Roll Nos. 54-18-030-007-223.03, 223.04, 223.05, 223.06, 223.07, 223.13, 223.14

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 Council considered Administrative Report No. CGP-027-2015 at the May 19, 2015 Regular meeting of Council and directed staff to prepare the necessary by to deem Lots 148, 149, 150, 151, 152, 153, 158 and 159 on Plan M-73 NB to no longer be Lots on a Plan of Subdivision for consideration at the May 19, 2015 Regular meeting of Council;

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 follows:

325 Niven Street South

Parcel 24291SST	Plan M-73NB	Lots 152 and 153
Parcel 18310SST	Plan M-73 NB	Lots 148, 150, and 158
Parcel 18311SST	Plan M-73 NB	Lots 149, 151, and 159

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.

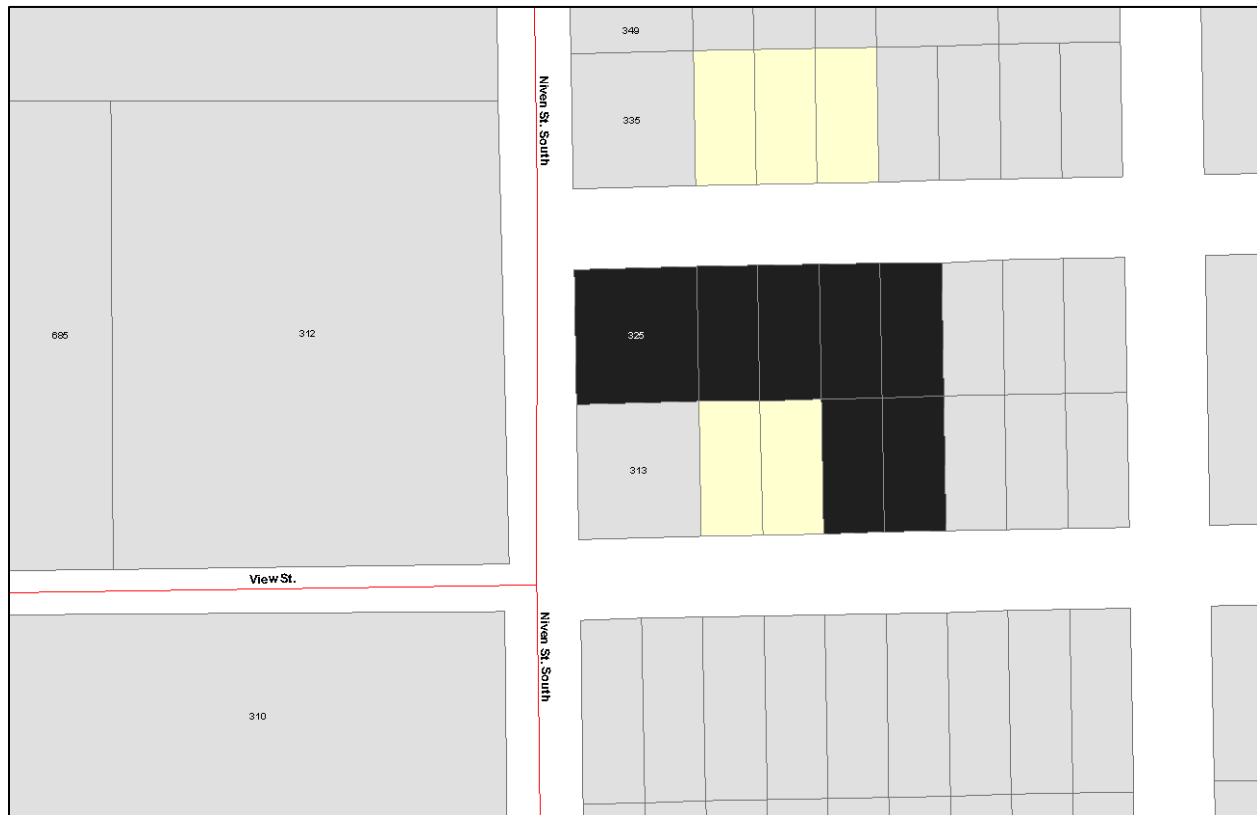
Read a first, second and third time and finally passed this 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



325 Niven Street South

2415577 Ontario Limited

The Corporation of the City of Temiskaming Shores

By-law No. 2015-000

**Being a by-law to authorize the Sale of Land to
2415577 Ontario Ltd. being Lots 148 and 158, Pcl. 18310 SST
on Plan M-73 NB and Lots 149 and 159, Pcl. 18311 SST on
Plan M-73 NB**

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

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

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

And whereas By-law No. 2004-031 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered Administrative Report CGP-027-2015 at May 19, 2015 Regular meeting of Council and directed to staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with 2415577 Ontario Ltd. for consideration at the May 19, 2015 Regular meeting of Council;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2004-031 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between 2415577 Ontario Ltd. as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land described as Lots 148 and 158 on Plan M-73 NB, Parcel 18310 SST and Lots 149 and 159 on Plan M-73 NB, Parcel 18311 SST in the amount of \$4,400.00 plus H.S.T. and other such considerations outlined in the said agreement;
4. That the Mayor and Clerk be hereby authorized and directed to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and any and all other documentation necessary to complete the sale of land transaction.

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 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Cultural Sustainability Plan award of
Consultant

Report No.: CGP-028-2015
Agenda Date: May 19, 2015

Attachments

Appendix 01: Proposal Introduction & Timeline

Recommendation

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-028-2015;
2. That as outlined in Section 3.5 of By-law No. 2009-012 (Purchasing Policy) Council approves the award of the preparation of the South Temiskaming Cultural Sustainability Plan and up to twenty individual organization plans to Millier Dickinson Blais in the amount of \$ 85,795.00 including HST; and
3. That Council directs staff to prepare the necessary by-law to enter into an agreement with Millier Dickinson Blais for the completion of the Plan for consideration at the May 19, 2015 Regular Council meeting.

Background

The City of Temiskaming Shores completed a Municipal Cultural Plan in early 2013. The plan recommended that the City provide support to the regional cultural community organizations to make them sustainable over the long term. In the Fall of 2013, the City applied for funding from the Ministry of Culture, Tourism and Sport to complete a two year South Temiskaming Cultural Sustainability Project. This project received support from the Ministry in early 2014. At the same time, the City applied for additional funding support from FedNor to hire a 2 year intern to complete the work required. This funding was approved in July, 2014 and the Cultural Coordinator was hired in August 2014.

As part of the project, it was recommended that a firm be hired to create a sustainability plan for arts and culture in the region. In addition, it proposed that individual sustainability plans be completed for up to twenty area cultural organizations, but that each must be tied to the overall regional cultural sustainability plan. The outcome of the project should enable cultural groups to become sustainable over the medium to long term so that they become less reliant on government assistance.

Analysis

The Request for Proposal documents were prepared by the Cultural Coordinator and CGP-RFP-002-2015 was distributed to previous and known potential bidders as well as on municipal procurement websites with closing date at 2:00 p.m. on Thursday, March 19, 2015.

Four (4) responses to the request were received by the closing date.

Bidder	Amount (incl. HST)
Millier Dickinson Blais	\$85,795.00
St Clements Group	\$88,755.85
Tavares Group Consulting	\$89,390.91
Collins Barrow / Markey Consulting	\$149,629.00

Millier Dickinson Blais has worked in Temiskaming Shores previously and provided excellent service when preparing the Marketing Strategy 2010-2012. In addition, their lead consultant on this project is Greg Baeker who wrote the Cultural Planning Toolkit for the Ministry of Culture, Tourism and Sport back in 2011. Mr. Baeker is considered an expert in the field of Cultural Planning.

The proposals were analysed by both staff and members of the South Temiskaming Cultural Sustainability Committee and all parties agreed that the most suitable and cost effective was the proposal submitted by Millier Dickinson Blais. Firms were asked to work with a local sub-consultant to ensure that the plans had sufficient local knowledge and support. Felicity Buckell has been contracted by Millier Dickinson Blais to work as their local sub-consultant. Attached as Appendix 01 is the overview and timeline for the plan. The draft agreement is attached as Appendix 02.

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 process for obtaining competitive pricing was in keeping with the City's Purchasing Policy (By-Law 2009-012, as amended).

This project has received funding from the Ontario Ministry of Culture, Tourism & Sport as well as Fed Nor. The City has included funds within the 2014 and 2015 municipal budget to support the City's portion of the project costs.

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"

James Franks
Economic Development
Officer

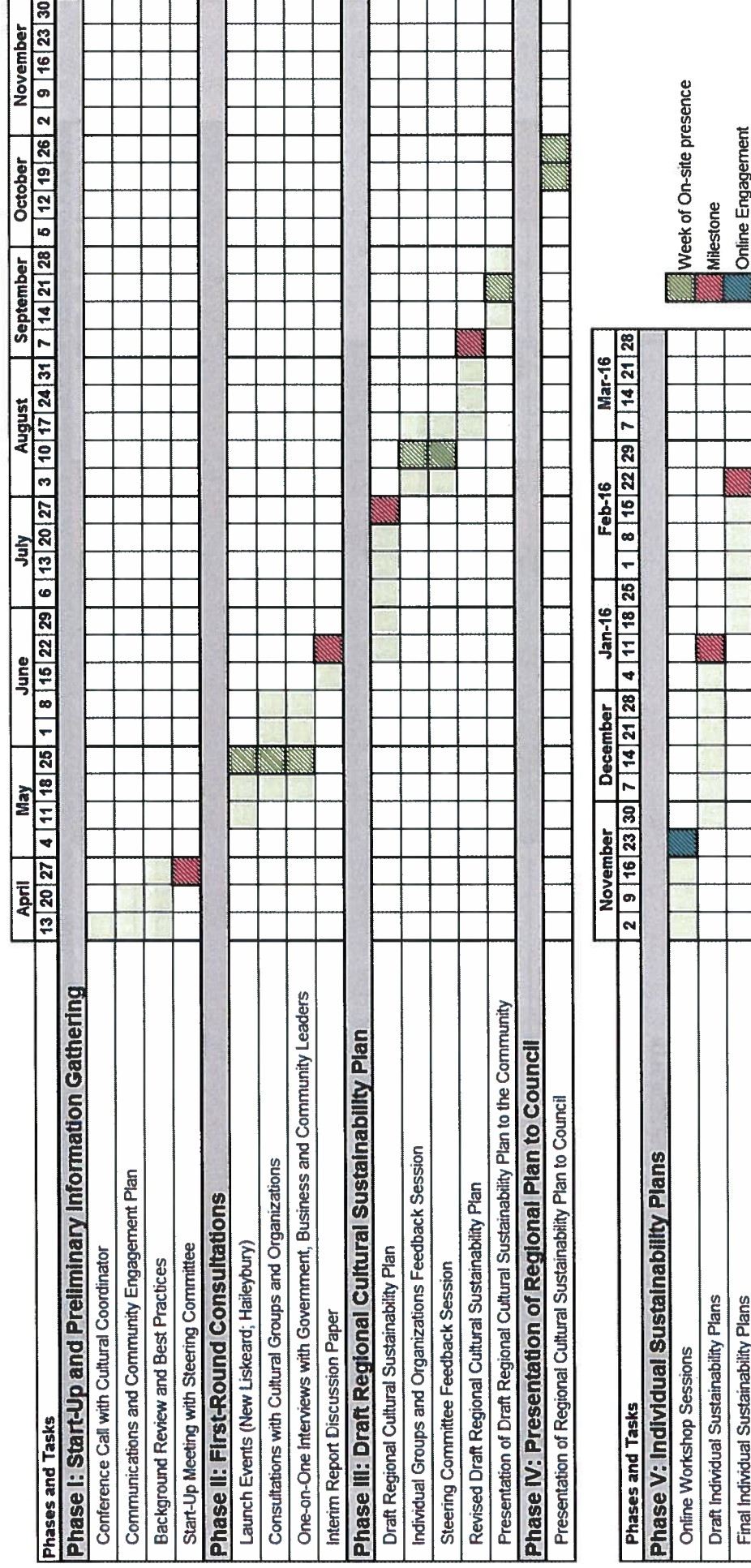
Karen Beauchamp, MCIP, RPP, CMO
Director of Community Growth
and Planning

Christopher W. Oslund
City Manager



4 Project Timeline and Budget

4.1 Project Timeline and Key Milestones





1 Introduction and Understanding of Project

The City of Temiskaming Shores (hereafter the City) is to be congratulated in the leadership it has shown in completing both a cultural mapping project and a municipal cultural plan, supported by funding from the Ontario Ministry of Culture. The City was one of the 'early adopters' of funding from the Ministry to undertake this work.

This leadership stems from the City's clear understanding of the central role cultural resources will play in the community's future. Specifically, the Municipal Cultural Plan cites the role played by cultural resources and cultural groups or organizations in contributing to the quality of life needed to attract new residents to the community. It also recognizes that this same quality of life, enriched by Temiskaming Shores as a creative and vibrant cultural hub, is a magnet critical to attracting and retaining young talent and new businesses and investment.

However, the City also recognizes that as assets and groups become larger and more diverse, challenges arise in coordinating, communicating, and maintaining interest or commitments. This is even more so when the nature of the relationships are voluntary. The diversity of cultural assets in Temiskaming Shores' various communities has resulted in the important realization that these relationships, if they are to remain healthy and relevant, must have the mechanisms, connections, and champions that will allow for greater stability and long-term sustainability. As such, the undertaking of a Regional Cultural Sustainability Plan will assist the City in setting in place the mechanisms required to support its cultural vibrancy.

Millier Dickinson Blais understands that to accomplish this task the City requires a consulting team experienced in cultural planning and capacity building. In addition, it is also understood that the City is looking for the development of twenty individual sustainability plans for art and cultural based committees in South Temiskaming.

One of the unique strengths Millier Dickinson Blais brings to the project is the extensive experience working in smaller and rural based communities, specifically in a cultural planning context. This experience includes over 30 successfully implemented cultural plans and mapping projects. One of the systemic challenges facing cultural organizations or groups in communities of all sizes and circumstances is the challenge of recruiting and sustaining volunteers. This situation is especially serious in smaller communities where a great many of cultural groups are supported entirely or in large part by volunteers. All communities are facing challenges recruiting a new generation of volunteers to take over leadership positions from an aging volunteer base.

Lastly, Millier Dickinson Blais recognizes that is the intent of the City that the plan(s) be 'community driven.' Similar to its Municipal Cultural Plan, without the necessary buy-in it will be difficult in implementing actions moving forward. As such, Millier Dickinson Blais has prepared a community driven process designed to build buy-in and support for sustainability strategies at a regional level as well as at the level of individual cultural groups.

THE CITY OF TEMISKAMING SHORES JANUARY - MARCH 2015 YEAR-TO-DATE FINANCIAL REPORT

Financial Information as at March 2015 (k\$)

	B(W)
Net Operations Variance	32.2
Net Capital Variance	(1,418.4)
Total Net Variance	(1,386.2)
Bank Balance	2,537.7
Debt Outstanding	
OSIFA Debentures	(489.8)
CHMC Program	(1,915.1)
OILC Program	(670.6)
Investments	2,000.0

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

Distribution List

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

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

15-May-15

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- 2.0 General Operations Summary
 - 2.1 Analysis
 - 2.2 General Operations By Cost Centre Revenues
 - 2.3 General Operations By Cost Centre Expenditures
 - 2.4 Environmental Operations Revenues & Expenses
 - 2.5 General & Environmental Operating Projects
- 3.0 Capital Summary
 - 3.1 Analysis
 - 3.2 General Capital Revenues & Expenditures
 - 3.4 Environmental Capital Revenues & Expenditures

1.0 EXECUTIVE SUMMARY

1.1 Overview Total City Net unfavourable position of \$1,376.2K.

The operations budget is favourable by \$32.2K. General operations has a net favourable position of \$37.0K. Environmental operations has a net unfavourable position of (\$5.8K).

1.2 Bank Balance \$2,537.7K

The current bank balance as at March 31, 2015 is \$2,537.7K.

1.3 Debt Outstanding \$3,075.5K

The City's outstanding debt is in the form of Ontario Strategic Infrastructure Financing Authority (OSIFA) debentures (\$556.5K), CMHC Municipal Infrastructure Lending Program (\$2,061.6K) and on OILC Infrastructure Ontario Lending Program (\$804.8K).

1.4 Investments

The City of Temiskaming Shores has \$2,000.0K invested with BNS in a GIC program with both short and long term investment opportunities.

1.5 Federal Gas Tax Funds \$681.9K

The balance as at March 31, 2015 was \$681.9K. The 2015 contribution of \$602.4 will be received in July and November.

SUMMARY - OPERATIONS AND CAPITAL
Revenues and Expenditures
as at March 2015

	2015	2015 YTD			
	Total Budget	Actual	Budget	Variance B/(W)	% Change
GENERAL OPERATIONS					
Revenues					
Operations - General	21,676.7	7,894.2	7,856.7	37.5	0.5%
Operations - Environmental	3,904.5	1,852.3	1,870.1	(17.8)	-1.0%
Total Revenues	25,581.2	9,746.5	9,726.8	19.7	0.2%
Expenditures					
Operations - General	20,633.0	4,414.6	4,415.1	0.5	0.0%
Operations - Environmental	3,205.3	619.9	631.9	12.0	1.9%
Total Expenditures	23,838.3	5,034.5	5,047.0	12.5	0.2%
Net Position Operations	1,742.9	4,712.0	4,679.8	32.2	0.7%

	2015	2015 YTD			
	Total Budget	Actual	Total Budget	Variance B/(W)	% Change
CAPITAL					
Revenues					
Capital - General	6,454.7	204.0	6,454.7	(6,250.7)	-96.8%
Capital - Environmental	6,151.9	0.0	6,151.9	(6,151.9)	-100.0%
Total Revenues	12,606.6	204.0	12,606.6	(12,402.6)	-98.4%
Expenditures					
Capital - General	7,508.3	484.5	7,508.3	7,023.8	93.5%
Capital - Environmental	6,851.0	53.8	6,851.0	6,797.2	99.2%
Total Expenditures	14,359.3	538.3	14,359.3	13,821.0	96.3%
Net Position Capital	(1,752.7)	(334.3)	(1,752.7)	(1,418.4)	80.9%

2.0 General & Environmental Operations Revenues and Expenditures Summary

2.1 Analysis The General Operations YTD revenue variance as at March 2015 is \$37.5K or 0.5%. The primary drivers are:

- Facilities is \$43.0K favourable due to ice rentals higher than anticipated cash flow distributions

Analysis The Environmental Operations YTD revenue variance as at March 2015 is (\$17.8K) or (1.0%). There are no major drivers for this variance.

Analysis The General Operations YTD expenditures variance as at March 31 2015 is \$0.5K or 0.0%.

- City Manager is (\$37.6K) unfavourable due to union contract negotiation costs
- Transportation is (\$27.2K) unfavourable due to increased sand expenditures and snow contracts Jan – Mar.
- Fleet is (\$43.3K) unfavourable due to fuel/oil and equipment costs.

Analysis The Environmental Operations YTD expenditures variance as at March 2015 2015 is \$12.0K or 1.9%. There are no major drivers for this variance.

2.2

GENERAL OPERATIONS BY COST CENTRE

Revenues
as at March 2015

		2015	2015 YTD			
		Total Budget	Actual	Budget	Variance B/(W)	% Change
Revenues:						
Governance:	FEMS	69.3	40.5	39.4	1.1	2.8%
	Policing	18.9	0.0	2.5	(2.5)	-100.0%
Corporate Services:	Corporate Services	180.0	30.3	25.5	4.8	18.8%
	Municipal Clerk	42.7	12.8	14.7	(1.9)	-12.9%
	Cemeteries	78.3	14.7	19.6	(4.9)	-25.0%
	Finance	5,569.1	966.4	968.4	(2.0)	-0.2%
	General Taxation	12,649.6	6,208.8	6,208.4	0.4	0.0%
Comm Growth/Plng:	P&DS	319.7	41.5	38.8	2.7	7.0%
	Economic Development	489.0	190.7	190.7	0.0	0.0%
Public Works:	Transportation	371.9	87.1	86.1	1.0	1.2%
	Solid Waste Management	470.7	38.0	49.2	(11.2)	-22.8%
Leisure Services:	Parks	178.9	15.4	9.9	5.5	55.6%
	Programs	194.8	44.2	47.0	(2.8)	-6.0%
	Facilities	509.7	155.0	112.0	43.0	38.4%
	Healthy Kids	161.7	3.5	3.5	0.0	0.0%
Property Mntce:	Property Maintenance	64.3	1.8	1.8	0.0	0.0%
	Buildings & Yards	171.5	39.0	33.8	5.2	15.4%
Fleet:		62.5	0.0	0.0	0.0	0.0%
Libraries:		74.1	4.5	5.4	(0.9)	-16.7%
Total Revenues		21,676.7	7,894.2	7,856.7	37.5	0.5%

2.3

GENERAL OPERATIONS BY COST CENTRE

Expenditures
as at March 2015

		2015	2015 YTD			
		Total Budget	Actual	Budget	Variance B/(W)	% Change
Expenditures						
Council:		140.0	39.2	47.4	8.2	17.3%
Governance:	City Manager's Office	314.0	116.1	78.5	(37.6)	-47.9%
	FEMS	588.7	81.5	104.9	23.4	22.3%
Health & SS:	Health	445.1	109.7	111.3	1.6	1.4%
	Social Services	2,314.0	578.3	578.5	0.2	0.0%
Policing:	Police Service Board	8.3	1.1	1.1	0.0	0.0%
	OPP	2,308.1	586.7	581.4	(5.3)	-0.9%
Corporate Services:	Corporate Services	1,545.3	499.5	485.4	(14.1)	-2.9%
	Municipal Clerk's Office	252.6	57.3	62.0	4.7	7.6%
	Cemeteries	94.1	0.7	0.5	(0.2)	-40.0%
	Finance	2,121.8	80.5	82.9	2.4	2.9%
	General Taxation	192.3	0.0	0.0	0.0	0.0%
Comm Growth/Plng:	Economic Development	818.7	230.4	240.1	9.7	4.0%
	P&DS	788.7	151.7	163.1	11.4	7.0%
Public Works:	Transportation	3,079.6	677.9	650.7	(27.2)	-4.2%
	Solid Waste Management	1,383.4	261.9	281.7	19.8	7.0%
	Property Maintenance	653.2	132.4	147.3	14.9	10.1%
	Buildings & Yards	243.3	63.4	55.8	(7.6)	-13.6%
	Fleet	574.3	198.1	154.8	(43.3)	-28.0%
Leisure Services:	Parks	1,557.3	282.5	333.3	50.8	15.2%
	Programs	49.5	2.6	10.5	7.9	75.2%
	Facilities	559.2	156.6	134.3	(22.3)	-16.6%
	Healthy Kids	161.7	3.5	3.5	0.0	0.0%
Libraries:		439.8	103.0	106.1	3.1	2.9%
Total Expenditures		20,633.0	4,414.6	4,415.1	0.5	0.0%

ENVIRONMENTAL OPERATIONS
Revenues and Expenditures
as at March 2015

		2015	2015 YTD		
		Total Budget	Actual	Budget	Variance B/(W) % Change
Revenues					
	User Fees	3,904.5	1,852.3	1,870.1	(17.8) -1.0%
Total Revenues		3,904.5	1,852.3	1,870.1	(17.8) -1.0%
Expenditures					
	Financing	254.9	0.0	0.0	0.0 0.0%
	Administration	719.7	161.0	165.3	4.3 2.6%
	Sanitary Sewer Systems	667.2	132.1	136.4	4.3 3.2%
	Waterworks System	1,141.5	241.4	244.8	3.4 1.4%
	Buildings & Yards	422.0	85.4	85.4	0.0 0.0%
Total Expenditures		3,205.3	619.9	631.9	12.0 1.9%
Net Expenditures		699.2	1,232.4	1,238.2	(5.8) -0.5%

GENERAL OPERATING PROJECTS
as at March 2015

		2015	2015 YTD		Budget Remaining
		Total Budget	Actual	Budget	
Expenditures					
Public Works:	Culverts	100.0	0.0	0.0	100.0
CG&P:	Official Plan	12.0	0.0	0.0	12.0
	Housing Needs Analysis	2.1	0.4	0.4	1.7
	Cultural Plan	100.5	6.7	6.7	93.8
	PDAC/Northern Ontario Exhibit	415.0	172.5	172.5	242.5
	Economic Strategic Plan	50.0	0.0	0.0	50.0
Corp Services:	Shredding Municipal Documents	0.0	3.7	0.0	(3.7)
	Computer Hardware/Software	35.0	8.1	8.1	26.9
Leisure Services:	NL Arena Tables	1.5	0.0	0.0	1.5
	Small Riding Tractor	1.5	0.0	0.0	1.5
	Hockey Nets	3.0	0.0	0.0	3.0
	Downtown Benches (2)	2.4	0.0	0.0	2.4
	Garbage Receptacle Replacement (20)	15.0	0.0	0.0	15.0
	Park Signage (7)	8.4	0.0	0.0	8.4
	Ignite Ontario Program	10.0	0.0	0.0	10.0
	Ball Field Lights (Relamp)	15.0	0.0	0.0	15.0
	Cubicles PFC	7.0	0.0	0.0	7.0
	Christmas Light Replacements (LED)	10.0	0.0	0.0	10.0
	TD Green Streets (tree replacement)	30.0	0.0	0.0	30.0
Property Mntce:	Various Building Projects	157.5	23.3	23.3	134.2
	Municipal Energy Plan	53.0	13.4	13.4	39.6
Total Expenditures		1,028.9	228.1	224.4	700.8

ENVIRONMENTAL OPERATING PROJECTS
as at March 2015

		2015	2015 YTD		Budget Remaining
		Total Budget	Actual	Budget	
Expenditures					
Sewer System:	Equipment & Facilities	254.3	33.2	33.2	221.1
Water System:	Equipment & Facilities	254.3	23.0	23.0	231.3
Total Expenditures		508.6	56.2	56.2	452.4
Total Variance Created by Operating Projects:		1,537.5	284.3	280.6	1,153.2

3.0 Capital Summary

3.1 Analysis

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

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

General Capital Projects:

A majority of the projects are underway.

Environmental Capital Projects:

All projects are underway.

**GENERAL CAPITAL
Revenues & Expenditures
as at March 2015**

		2015			%			
Department	Project	Total Budget	Actual	Budget		Variance B/(W)	G	Y
REVENUES:								
	Transfer from Reserves	405.3		405.3	(405.3)			
	Accessibility Funding	50.0	50.0	50.0	0.0			
	Borrowing	2,150.6		2,150.6	(2,150.6)			
	Canadian Solar Partnership	13.6		13.6	(13.6)			
	Lighting Incentive Program	94.0		94.0	(94.0)			
	Federal Gas Tax	1,071.6		1,071.6	(1,071.6)			
	Provincial Gas Tax	357.0		357.0	(357.0)			
	Dymond Industrial Park Funding	443.5	46.2	443.5	(397.3)			
	Uno Park Bridge Funding	75.7		75.7	(75.7)			
	STATO Partnership	160.0		160.0	(160.0)			
	Waterfront Development Funding	1,633.4	107.8	1,633.4	(1,525.6)			
Total Revenues		6,454.7	204.0	6,454.7	(6,250.7)			
EXPENDITURES:								
Corporate Services:	Capital Contingency Fund	100.0		100.0	100.0			
	Computer Hardware	50.7	1.6	50.7	49.1	65%	X	
Property Mtnce:	NL Community Hall Heating Upgrades	20.0		20.0	20.0			
	NL Community Hall Engineering	10.0		10.0	10.0			
	Pool Dehumidification Upgrades	25.0	4.8	25.0	20.2	90%	X	
	Hlby Station Review/Design	15.0		15.0	15.0	25%	X	
	Roofs (Dym Comm Hall/Hlby Lib)	133.0		133.0	133.0	35%	X	
	Haileybury Arena Roof Replacement	102.0		102.0	102.0	35%	X	
	Haileybury Arena Entrance Engineering	10.0		10.0	10.0			
	PFC Accessible Entrance Upgrades	125.0	1.3	125.0	123.7	25%	X	
	PW#1 Bldg Energy Upgrades	60.0		60.0	60.0	10%	X	
	NL Library Stabilization	30.0		30.0	30.0	15%	X	
FEMS:	Live Fire Training Facility	2.4	5.8	2.4	-3.4		X	
	Firefighting Equipment	30.5		30.5	30.5	50%	X	
Public Works:	Dymond Industrial Park	1,699.8	196.2	1,699.8	1,503.6	30%	X	
	2015 Road Program	1,071.6		1,071.6	1,071.6	10%	X	
	Uno Park Bridge	220.0		220.0	220.0	50%	X	
	Street Light Upgrades	810.0		810.0	810.0			
	Municipal Data Works System	25.0		25.0	25.0			
	182 Pine Street West Emergency Repair	0.0		0.0	0.0		X	
Solid Waste:	Landfill Site Expansion	200.0	86.7	200.0	113.3	25%	X	
Transit:	Bus Shelters	7.0		7.0	7.0			
	Transit Buses	478.7		478.7	478.7	75%	X	
Fleet:	Loader (annual capital lease payments)	36.4	15.1	36.4	21.3	100%	X	
	Pumper	52.8	0.5	52.8	52.3	100%	X	
	Sanders	24.0		24.0	24.0	75%	X	
	Pick Up Crew Cab	35.0		35.0	35.0	15%	X	
Leisure Services:	Pete's Dam Bridge	112.0		112.0	112.0	50%	X	
	PFC Weight Room Floor	24.0		24.0	24.0			
	STATO Project	160.0		160.0	160.0			
	Dymond Kinsmen Park	8.0		8.0	8.0			
	Floor Machine	7.5		7.5	7.5	20%	X	
	Hlby Beach Mushroom	8.0		8.0	8.0			
	Waterfront Development	1,814.9	172.5	1,814.9	1,642.4		X	
Total Expenditures		7,508.3	484.5	7,508.3	7,023.8			
Net Position		(1,053.6)	(280.5)	(1,053.6)	(13,274.5)			

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

	2015				%	G Y R		
	Total Budget	Actual	Budget	Variance B/(W)				
REVENUES:								
Public/Private Partnership	124.9	0.0	124.9	(124.9)				
Funding - Looping Project	1,199.5	0.0	1,199.5	(1,199.5)				
Funding - Gray Road Project	2,697.8	0.0	2,697.8	(2,697.8)				
Transfer from Reserves	2,129.7	0.0	2,129.7	(2,129.7)				
Total Revenues	6,151.9	0.0	6,151.9	(6,151.9)				
EXPENDITURES:								
Gray Road Lift Station	4,165.0	33.4	4,165.0	4,131.6		X		
Beach Gardon Trunk Sanitary	450.0	4.2	450.0	445.8		X		
NL Water Supply-Dymond Link	1,634.5	16.2	1,634.5	1,618.3	25.0%	X		
Communication Upgrades NL/Dym	325.0	0.0	325.0	325.0	50.0%	X		
Vehicle Replacements	100.0	0.0	100.0	100.0	15.0%	X		
NL Reservoir Pump Upgrades	9.0	0.0	9.0	9.0		X		
Hlby WTP Roof Replacement	167.5	0.0	167.5	167.5	35.0%	X		
Rebecca Street Emergency Repairs	0.0	0.0	0.0	0.0		X		
McDonough Heights Emergency Repairs	0.0		0.0	0.0		X		
Total Expenditures	6,851.0	53.8	6,851.0	6,629.7				
Net Position	(699.1)	(53.8)	(699.1)	(12,781.6)				

Subject: Little Claybelt Homesteaders Museum

Report No.: CS-017-2015

Agenda Date: May 19, 2015

Attachments

Appendix 01: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-017-2015;
2. That Council agrees to assume ownership of the Little Claybelt Homesteaders Museum buildings situated at 883356 Highway 65 East; and
3. That Council directs staff to prepare the necessary by-law to enter into a Lease Agreement with the Little Claybelt Homesteaders Museum for occupation of the buildings at 883356 Highway 65 East for consideration at the June 2, 2015 Regular Council meeting.

Background

In 1997, the Township of Dymond acquired ownership of the land where the Chamber of Commerce (CoC) and Little Claybelt Homesteaders Museum (LCHM) are located (junction of Highway 11 North and Highway 65 East) from the Ministry of Transportation. The Township agreed to pay for the land over a 24 year period (August 1, 1997 to August 1, 2021) and set up a Reserve Fund to finance the annual payments.

In 1998-99 the Township worked with the LCHM to secure NOHFC funding to construct the museum facilities (based on the design of the old Shepherdson Basket Factory). The Township administered the project with Ground Breaking on May 1, 1999 and a Grand Opening on August 5, 2000.

The initial agreement between the Township, CoC and LCHM was a joint purchase and maintenance of the property with 40% being assumed by the Township and CoC and 20% by the Museum.

Shortly after amalgamation the City stopped collecting the land purchase and maintenance fees from both the CoC and LCHM.

There was never any formal agreement regarding the purchase of the property between the Township, CoC and Museum. The City has been covering the costs of the land purchase and maintenance of the property (grass cutting & snow removal).

The Little Claybelt Homesteaders Museum has requested clarification regarding the ownership of the Museum buildings.

The following motion was passed by the LCHM Board at their December 10, 2014 meeting:

Moved by: Clair Shepherdson
Seconded by: Deborah Ranchuk

That the Little Claybelt Homesteaders Museum (LCHM) formally acknowledges that the City of Temiskaming Shores has legal title to the museum buildings and is the official owner. As such, the City is responsible for the Fire Insurance on the building, the Public Liability Insurance for any persons visiting the site, maintenance of the outside of the buildings and any major repairs to the structure and external maintenance.

The LCHM will maintain and pay for the costs for the operations of the building, internal maintenance and any minor alteration to the inside. The LCHM will also sign a tenant lease agreement and pay the annual use of the facility fee of \$1,000 per year for the next twenty years.

Analysis

Since there is no formal agreement to rely upon, it would be in the City's best interest to clarify the relationship between the City and LCMH regarding the property and buildings. The City did enter into an agreement with the Chamber of Commerce in 2008 (By-law No. 2008-124).

The Museum Board has advised municipal staff that they have limited financial resources available to cover the cost of fire insurance and repairs/maintenance of the building structures (exterior).

The Corporate Services Committee met on Thursday, May 14, 2015 with representatives of the Little Claybelt Homesteaders Museum (Clair Shepherdson, Vice-President and Elizabeth Puhakka, Secretary/Treasurer) and considered the following options:

1. Approve the request from LCMH and assume ownership of the buildings. Develop a lease agreement to formalize the relationship between the City and LCMH.
2. Deny the request. A formal agreement would still be required as the Museum is occupying buildings on City land.
3. Provide LCMH with an annual grant to help offset the cost of insurance and building maintenance.

The Corporate Services Committee passed the following recommendation:

Recommendation CS-2015-020

Moved by: Mayor Carman Kidd

Be it recommended that the Corporate Services Committee hereby endorses Option #1 as presented in the Administrative Report Summary for the Little Claybelt Homesteaders Museum.

Carried

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 ☐

Additional costs associated with the assumption of the buildings would be insurance. The current value of the building is \$451,000. Tench-MacDiarmid has advised staff that the premium for the City would be \$451 to provide fire insurance for the property.

The maintenance costs associated with the buildings is unknown. The buildings are currently 15 years old. The City has not conducted a condition assessment of the buildings.

The Museum recently upgraded their facility to meet Fire Code at a cost of approximately \$3,000.

Alternatives

1. Deny the request.
2. Provide the Little Claybelt Homesteader Museum with an annual grant to help offset the cost of insurance and building maintenance.

Submission

Prepared by:

“Original signed by”

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores
By-law No. 2015-000

**Being a by-law to enter into a Lease Agreement with the Little
Claybelt Homesteaders Museum**

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 the Council of The Corporation of the City of Temiskaming Shores desires to enter into a Lease Agreement with the Little Claybelt Homesteaders Museum.

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 Little Claybelt Homesteaders Museum, 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.

Read a first, second and third time and finally passed this 2nd day of June, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

This agreement made the 2nd day of June, 2015.

Between:

The Corporation of the City of Temiskaming Shores

(Hereinafter called the "City")

And:

The Little Claybelt Homesteaders Museum

(Hereinafter called "LCHM")

Witnesses that in consideration of the rents reserved and the covenants and provisos herein contained on the part of LCHM, the City hereby leases to LCHM certain buildings situated in the City of Temiskaming Shores, District of Timiskaming on Part of Lot 8, Concession 3 Dymond Township, known municipally as 883356 Highway 65.

That the aforementioned buildings are hereby identified on Appendix 01 attached hereto and form part of this agreement.

That LCHM shall be permitted to occupy the buildings for a twenty-year term commencing on the **1st day of June, 2015** and ending on the **31st day of May, 2035**.

The rent in respect of the occupation of the buildings shall be the sum of **\$1,000.00 + HST per annum**, payable on the 1st day of June each year commencing June 1, 2016.

Little Claybelt Homesteaders Museum Covenants

- To pay all utilities related to the occupation of the buildings during the term of the Lease;
- To comply and conform with the requirements of every applicable statute, law, by-law, regulation, requirement and order from time to time in force during the term of this agreement, and any extension thereof, affecting the occupation of the buildings;
- During the term of the lease, and any extension thereof, to keep the interior of the buildings, fixtures and fittings therein in good repair;
- During the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect public liability insurance applying to all operations of LCHM, which include bodily injury liability and property damage liability for not less than \$2,000,000.00 per occurrence. LCHM shall produce to the City a Certificate of Insurance confirming the above coverage on an annual basis;

- Not to make or permit to be made any major structural alteration, addition, change or improvement to the buildings without obtaining the prior written approval of the City, which approval shall not be unreasonably withheld;
- To permit the City, at all reasonable times, to enter and view the state of repair of the buildings;
- Not to permit the buildings to be used for any purpose other than to carry on the business of a community museum/interpretative centre.

City of Temiskaming Shores Covenants

- Maintain the lands (not including buildings) at no charge to the LCHM. This maintenance will include regular grass cutting, summer grading of parking areas and snowplowing/ sanding of parking areas in the winter as per the City's winter maintenance schedule;
- To maintain the exterior of the buildings including, but not limited to, siding, roofs, foundations and windows and keep them in a reasonable state of repair;
- To pay any property taxes and levies that may become due and payable including any water and sewage charges;
- To pay fire and property insurance premiums on the buildings.

Provisions

Provided always and it is hereby agreed as follows:

1. Amendments

This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

2. Effect of Agreement

This agreement and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, 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 covenant shall be deemed joint and several.

3. Notices

All notices given pursuant to this lease are sufficiently given if mailed, prepaid and registered, in the case of the Landlord, addressed as follows:

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

and in the case of the Tenant addressed to the Tenant at:

Little Claybelt Homesteaders Museum
883356 Highway 65 East, Box 1718
New Liskeard, Ontario P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

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

Signed and Sealed in
the presence of

Little Claybelt Homesteaders Musuem

President – Margaret Villneff

Secretary/Treasurer – Elizabeth Puhakka

Municipal Seal

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Subject: Vesting of TAC Property – 314 Broadway
Matabanick Hotel

Report No.: CS-019-2015
Agenda Date: May 19, 2015

Attachments

Appendix 01: History of Roll 54 18 030 002 08500 (314 Broadway Street)

Appendix 02: Mapping and Details of Roll 54 18 030 002 08500

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-019-2015;
2. That Council directs staff to proceed with the Notice of Vesting for Roll 5418 030 002 08500; and
3. That Council directs staff to initiate the process of demolishing the building on the subject property.

Background

Section 5(b) of By-law 2007-045, Municipal Property Tax Policy, relates to properties that are eligible for registration should the property's taxes remain unpaid for three years. Once the properties have been registered, the property owner has one year and one day from the date of registration to pay the taxes, penalties and administration fees in full or enter into an Extension Agreement (repayment agreement). Should neither of the above options be exercised by the property owner within the prescribed time period, the City will proceed with a Sale of Land by Public Tender. If there are no successful tenders, the City has the option to write-off taxes (all or a portion thereof) as uncollectible and retender the property for sale at a lower cancellation price or proceed with a Notice of Vesting within two (2) years from the date of the unsuccessful public sale.

The City opted to write-off a portion of the outstanding taxes and retender the property at a lower cancellation price.

Analysis

The property is located at 314 Broadway Street and is formerly known as the Matabanick Hotel.

History of Roll 54 18 030 002 08500 – TAC 2012-06 (Appendix 01).

The property was originally tendered for sale by public tender on May 29, 2013 at 3:00 p.m. The tenders were opened on May 29, 2013 immediately following the close of the tender period as advertised. No tenders were received for these properties.

The mapping and property details were circulated to all departments for comment.

Administrative Report CS-026-2013 was submitted to Council on June 18, 2013 recommending that a portion of the taxes be written off and the property be retendered for sale at a lower cancellation price. There had been a lot of inquiry on the property during the initial tender process and it was felt at the time that the high cancellation price was a major deterrent to prospective buyers. Unfortunately there were no successful tenders during the second public tender sale.

Community Growth and Development Comments:

The former Matabanick Hotel has been vacant for approximately 7 years. The Chief Building Official advises that the roof drain is broken and water is draining onto the top floor of the building and filtering through to the lower floors. Over the winter this causes a huge amount of ice buildup on the top floor. The concern is that this ice load and the effects of the water on the wood structure may at some point exceed the structural capacity of the floor. Should the floor collapse it may cause the exterior walls to collapse as well.

The property is 50' x 100', fronts on Broadway Street, and the building takes up most of the lot with no space for parking. The former hotel is a 4 storey concrete structure with wood frame and concrete additions around three sides of the building. The LCBO is on the west side and the Beach Motel is on the east side. The buildings on the adjacent properties are located in close proximity to the Matabanick building. The property is zoned commercial in the Town of Haileybury Zoning By-law.

On June 24, 2014, Staff requested a budget quotation from Priestly Demolition Inc. to remove the Matabanack Hotel from the property at 314 Broadway. Priestly Demolition Inc.'s budget quote in the amount of \$250,000 - \$300,000 plus HST included providing engineering for demolition and removing the structure to grade, with asbestos removal being an extra charge. The City was responsible for undertaking a Designated Substances Survey, waiving landfill tipping fees, providing the demolition permit at no cost and filling and grading the site following demolition and removal of the building.

On September 18, 2014, Staff consulted with Pedersen Construction Inc. who confirmed that the cost to demolish the building would be very high because the adjacent buildings were in close proximity and it would be a very difficult demolition.

On March 6, 2015, staff contacted two developers who previously showed an interest in re-developing the building into apartments. Staff advised them that City may be interested in offering an incentive package similar to the agreement that the City made with QJS for the re-development of the former Roy's Restaurant. Both developers have made site visits and toured the building but after doing their due diligence, have not made a proposal to the City.

Prior to making a recommendation to Council regarding vesting the property, staff were interested in knowing if the building was structurally sound and suitable for redevelopment or if it needed to be demolished. Staff prepared a Request for Written Quotation for a Structural Integrity Report to determine: (1) That the building is still sound; (2) That the building needs to be demolished; or (3) If the building could reasonably be made structurally sound, what is required and what would the estimated cost be. The Request for Written Quotation also included a Hazardous Substance Report to determine what hazardous substances are present and an estimated cost for removal.

The Request for Quotation was sent to three structural engineering companies who have recently worked on private projects in the City. Prior to the submission deadline, two of the companies advised that they would not be submitting quotes and at the March 24, 2015 deadline, no quotes were received.

The Chief Building Official is concerned about the deteriorating state and the potential lack of structural integrity of the building and recommends that it be removed from the property for reasons of public health and safety.

There are two options for Council's consideration:

1. Vest the property so that ownership will be transferred to the City. The City will be responsible to arrange and pay for the costs to demolish the building.
2. Not vest the property and issue an Order for demolition to the Owner. The City will be required to obtain an opinion from a structural engineer regarding the structural integrity of the building to support the Chief Building Official's order to demolish it. If the owner does not comply with the order, the City will retain a contractor to undertake the work, the costs for which will be added to the tax roll for the property. Given that the property taxes have been in arrears for some time, it is unlikely that the City will be reimbursed for the costs of demolition.

The Chief Building Official supports the Treasurer's recommendation to vest the property.

Staff recommend that the City issue a Tender to demolish the building. Once the costs are known, staff can make a recommendation to Council regarding the timing of the demolition (2015 or 2016) and options for financing the project.

Once the building is demolished, the City can sell the property for commercial re-development. Although the sale of the vacant land at fair market value will not cover the cost of the demolition, the City will have an opportunity to acquire tax revenues from future development.

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 ☒

Tax Write-Offs (as at May 5, 2015 includes 2015 taxes):

	Municipal	Education	Penalty	Total
030-002 08500	\$13,841.94	\$5,828.90	\$5,741.20	\$25,412.04

Annually the Auditor and Treasurer review tax accounts that are three (3) years in arrears and over. A decision is made with regards to taxes that are potentially uncollectible. Upon consultation with the Auditor, it was determined that the uncollectible amount was set up at December 31, 2014 for this property is: \$22,203.02.

The write-off of the municipal portion of the taxes including any 2015 taxes will be recognized against the Allowance for Uncollectible Tax account as opposed to the Municipal Tax Write-Off account as an expense in 2015.

The education taxes of \$5,828.90 to be written-off as uncollectible will be applied against the English Public School Board for the residential portion and split among all four (4) school boards for the commercial portion as they have been paid for the assessable education taxes as they were accrued throughout the years.

The total municipal portion of the write-off is \$19,583.14.

Alternatives

To not vest the property was considered during 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

Shelly Zubych, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager

**History of Roll No. 54 18 030 002 08500
314 Broadway Street (former Matabanick)**

A payment agreement was entered into with the property owner on October 5, 2009. The property owner made payments up to January 2010 but no further payments were received after this date. A Notice of Default letter was mailed to the property owner on April 9, 2010.

A Tax Arrears Certificate was registered against the property on April 27, 2012. First Notice of Registration was mailed on May 1, 2012 and Final Notice of Registration was mailed on February 5, 2013 as per the Tax Sale Rules and Procedures.

The redemption period expired on April 28, 2013 at which time the City was able to proceed with the sale of the property by Public Tender.

The property was tendered for Sale for four (4) consecutive weeks in the Temiskaming Speaker (May 1st, 8th, 15th and 22nd) and once in the Ontario Gazette (May 11th) with the tenders closing on May 29th, 2013 at 3:00 p.m.

The tenders were opened on May 29th immediately following the close of the tender period as advertised. There were no successful tenders for the property.

Council passed Resolution No. 2013-290 on June 18, 2013 to write-off a portion of the taxes as uncollectible and to proceed with retendering the property at the reduced cancellation price.

The property was tendered for Sale for four (4) consecutive weeks in the Temiskaming Speaker (June 26th, July 3rd, July 10th and July 17th) and once in the Ontario Gazette (July 6th) with the tenders closing on July 24th, 2013.

The tenders were opened on July 24th immediately following the close of the tender period as advertised. There were no successful tenders for the property.

TAC #2012-06



Assessment Roll No.	54-18-030-002-08500
Property Location	314 Broadway Street
Legal Description	Plan M-13 NB, Block 1, Lot 3; Parcel 2178 SST
Size	50' Frontage - 100' Depth
Official Plan Designation	Town Centre
Zoning	C – General Commercial
Municipal Services	Water and Sewer Services Available
Access	Broadway Avenue
Present Use	Vacant Commercial Building
Assessment	CTN 100,000, RTEP 21,500 (2013)
Minimum Tender Amount	\$13,693.29

TAC #2012-06



Subject: PF Centre – Fee Schedule

Report No.: RS-012-2015
Agenda Date: May 19, 2015

Attachments

Appendix 01: 2015 PF Current and Proposed Rates

Appendix 02: 2015 Proposed Fee Schedule for the Waterfront Pool/Fitness Centre

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-012-2015; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-039 (Fees By-law) by repealing Schedule “D” – Recreation Services and replace with Appendix 01 attached hereto incorporating the 2015 Pool/Fitness Centre Fee changes as proposed effective June 1st, 2015 for consideration at the May 19, 2015 Regular Council meeting.

Background

The fee schedule for the Waterfront Pool/Fitness Centre is contained within Schedule “D” of By-law No. 2012-032, as amended.

Over the past four years the Centre has realized a significant increase in participants due to the upgrades to the facility and continual upgrades to fitness equipment. In 2014 the fitness side of the Centre hosted 50,197 visitors and this does not include participants taking part in swimming lessons and swimming with the swim team.

Analysis

Staff has conducted a review of the fee schedule and has reviewed rates from comparable centres in Kirkland Lake and Cochrane. The proposed fee schedule aims to increase cost recovery, bring the fees in line with other centres and to ensure that the pricing for programs and activities at the centre reflect the value to the customer. The percent increase is applied to daily user fees, memberships, program fees, and lounge rentals.

The proposed fee schedule was presented to the Recreation Services Committee on Monday April 13, 2015 and the following recommendation was carried:

Recommendation RS-2015-014

Moved by: Richard Beauchamp

Seconded by: Mike Del Monte

Be it recommended that:

1. The Recreation Services Committee reviewed the proposed 2015 Fee Schedule for the Waterfront Pool/Fitness Centre; and
2. The Recreation Services Committee approves the proposed 2015 Fee Schedule for the Waterfront Pool/Fitness Centre and directs staff to prepare an Administrative Report for Council's consideration.

Attached as Appendix No. 01 is a schedule depicting the current rates and the proposed rates for the Waterfront Pool/Fitness Centre.

The Recreation Committee also directed staff to review the Non-resident User Fee for the Waterfront Pool/Fitness Centre. The current fee is 15% of the base fee for memberships and programs. Staff presented figures presenting a 5% and 10% increase to be reviewed by the Recreation Committee at the regular meeting of May 11, 2015 at which time the Recreation Committee recommended the following:

Recommendation RS-2015-018

Moved by: Danny Lavigne

Seconded by: Richard Beauchamp

Be it recommended that:

1. The Recreation Services Committee reviewed the proposed 2015 Non-Resident User Fee options for the Waterfront Pool/Fitness Centre; and
2. The Recreation Services Committee approves the proposed increase of 5% to the Non-Resident User Fees for the Waterfront Pool/Fitness Centre and directs staff to prepare an Administrative Report for Council's consideration.

Attached as Appendix 02 the proposed 2015 Fee Schedule for the Waterfront Pool/Fitness Centre. It should be noted that Appendix 02 also contains the fee structure for other facilities which were not modified.

Staff is recommending that the fee increases take effect as of June 1st, 2015.

Financial / Staffing Implications

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

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

The 2015 operating budget reflects an increase in revenue in the Centre due to increase in users and the proposed increase in fees.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

DAILY ADMISSIONS
(PLUS APPLICABLE TAXES)

	Current Base Rate	Proposed Rate
Pool		
Youth/Senior	\$3.10	\$3.54
Adult	\$3.81	\$4.43
Family	\$9.30	\$11.06
Arthritic Program	\$3.10	\$3.32
Aquafit Drop In Rate	\$5.31	\$5.75
Private Swim Lesson	\$21.00	\$25.00
Weight Room		
Youth/Senior	\$4.87	\$5.75
Adult	\$5.75	\$6.64
CP Program	\$3.98	\$4.20
Squash		
Youth/Senior	\$3.54	\$4.43
Adult	\$4.42	\$5.31
Raquet Rental	\$2.65	\$3.10
Facility Passes		
Youth/Senior	\$19.47	\$24.78
Adult	\$23.89	\$29.20

**FACILITY PASSES
(TAXES INCLUDED)**

5 Visit - Full		
Youth/Senior		\$28.00
Adult		\$33.00

5 Visit - Gym		
Youth/Senior		\$22.00
Adult		\$27.00

5 Visit - Pool		
Youth/Senior		\$15.00
Adult		\$20.00

5 Visit - Squash		
Youth/Senior		\$20.00
Adult		\$25.00

**YOUTH AND SENIOR
(PLUS APPLICABLE TAXES)**

	Current Base Rate	Proposed Rate
1 MONTH		
Full	\$55.75	58.85
Pool	\$24.78	35.4
Squash	\$32.96	37.17
Weight Room	\$35.40	44.25
3 MONTH		
Full	\$142.14	\$153.54
Pool	\$63.18	75.22
Squash	\$84.06	\$97.35
Weight Room	\$90.27	\$110.84
6 MONTH		
Full	\$234.18	\$271.68
Pool	\$104.12	\$132.74
Squash	\$138.42	\$171.55
Weight Room	\$148.68	\$196.02
1 YEAR		
Full	\$367.92	\$486.73
Pool	\$163.58	\$196.24
Squash	\$217.57	\$261.07
Weight Room	\$233.64	\$280.31
5 USE PUNCH CARD	\$19.47	\$24.78

**ADULT MEMBERSHIP
(PLUS APPLICABLE TAXES)**

	Current Base Rate	Proposed Rate
1 MONTH		
Full	\$73.90	\$84.07
Pool	\$32.74	\$39.38
Squash	\$39.82	\$47.79
Weight Room	\$44.25	\$53.10
3 MONTH		
Full	\$188.43	\$219.29
Pool	\$90.27	\$102.65
Squash	\$101.55	\$124.65
Weight Room	\$112.83	\$138.50
6 MONTH		
Full	\$310.38	\$388.02
Pool	\$148.68	\$181.73
Squash	\$167.22	\$220.58
Weight Room	\$185.88	\$247.70
1 YEAR		
Full	\$487.80	\$695.75
Pool	\$233.64	\$325.89
Squash	\$262.80	\$395.49
Weight Room	\$292.04	\$439.43
5 USE PUNCH CARD	\$23.89	\$29.20

**FAMILY MEMBERSHIP
(PLUS APPLICABLE TAXES)**

	Current Base Rate	Proposed Rate
1 MONTH		
Full	\$194.69	\$233.63
Pool	\$73.90	\$84.07
Squash	\$102.00	\$122.57
Weight Room	\$111.95	\$134.29
3 MONTH		
Full	\$496.47	\$609.47
Pool	\$188.43	\$219.29
Squash	\$260.10	\$319.74
Weight Room	\$285.57	\$350.31
6 MONTH		
Full	\$817.70	\$1,078.27
Pool	\$310.40	\$388.02
Squash	\$428.41	\$565.71
Weight Room	\$470.35	\$619.78
1 YEAR		
Full	\$1,284.96	\$1,933.48
Pool	\$487.61	\$695.75
Squash	\$672.57	\$1,014.34
Weight Room	\$738.94	\$1,111.37

GYM/SQUASH MEMBERSHIP
(TAXES INCLUDED)

	Youth/Senior	Adult	Family
1 MONTH	\$60.00	\$85.50	\$249.00
3 MONTH	\$156.50	\$223.00	\$649.55
6 MONTH	\$276.90	\$394.60	\$1,149.25
1 YEAR	\$496.55	\$707.60	\$2,060.70

**SNOWBIRD SPECIALS
(TAXES INCLUDED)**

	Gym	Pool
8 months	\$216.00	\$147.20
9 months	\$243.00	\$165.60
10 months	\$270.00	\$184.00

**SWIMMING LESSONS
(PLUS APPLICABLE TAXES)**

	Current Base Rate	Proposed Rate
NINE CLASSES		
1/2 hour class	\$40.50	\$48.60
1 hour class	\$60.30	\$72.50
Family Rate	\$100.80	\$121.00
Family Rate w/1 in 1 hour class	\$130.50	\$156.50
 Rookie	 \$60.30	 \$72.25
Ranger	\$60.30	\$72.25
Star	\$60.30	\$72.25
Bronze Star	\$60.30	\$72.25
 TEN CLASSES		
1/2 hour class	\$45.00	\$54.00
1 hour class	\$67.00	\$80.50
Family Rate	\$112.00	\$134.50
Family Rate w/1 in 1 hour class	\$145.00	\$174.00
 Rookie	 \$67.00	 \$80.50
Ranger	\$67.00	\$80.50
Star	\$67.00	\$80.50
Bronze Star	\$67.00	\$80.50
 Junior Lifeguard Club	 \$89.50	 \$107.50
 Adult Classes	 \$67.00	 \$80.50

Tax is only applied if over 15 years of age

**AQUAFIT
(PLUS APPLICABLE TAXES)**

	Current Base Rate	Proposed Rate
8 Classes	\$26.55	\$29.20
16 Classes	\$51.33	\$56.42
24 Classes	\$76.11	\$82.74

**ARTHRITIC
(PLUS APPLICABLE TAXES)**

	Current Base Rate	Proposed Rate
8 Classes	\$24.78	\$27.21
16 Classes	\$49.56	\$54.42
24 Classes	\$74.34	\$81.55

**CARDIO PULMONARY PROGRAM
(PLUS APPLICABLE TAXES)**

	Current Base Rate	Proposed Rate
8 Classes	\$31.86	\$33.63
16 Classes	\$63.72	\$67.26
24 Classes	\$95.58	\$100.89

LOUNGE AND POOL RENTALS (PLUS APPLICABLE TAXES)

	Current Base Rate		Proposed Rate
1 hour	\$39.82		\$47.79
2 hours	\$72.76		\$87.30
3 hours	\$109.19		\$130.97
Full Day	\$159.29		\$191.15
Non - Profit	\$30.00		\$36.06
1 hr. Fitness class	\$18.00		\$21.68
Bday Party - Private Pool/Lounge	\$78.63	Facility	\$94.47
	\$90.84	Pool	\$109.07
Bday Party - Open Swim/Lounge	\$27.90	Pool Admission	\$33.49
	\$90.84	Special Programs	\$109.07
Bday Party - Open Swim/Lounge	\$27.90	Pool Admission	\$33.49
No Food	\$39.82	Facility Rental	\$47.79
POOL RENTALS			
1 hr. Pool rental with slide	\$123.98		\$148.89
1 hr. pool rental without slide	\$85.13		\$102.21
1 hr. Pool rental DSBONE	\$44.16		\$53.01

Recreation Services		
Haileybury / New Liskeard Arena Hourly Ice Rates		
Category		Fee 2015
Youth		94.00
Adult		130.00
College/Cubs		110.00
Pick-up per Person		15.00
Ball Hockey/Lacrosse		36.00
School		46.00
Commercial		138.00

Haileybury / New Liskeard Arena Ice Surface	
Category	Fee
Non-profit per day/weekend	443.00
Local Commercial Event per day/weekend (i.e. Home & Trade Show)	901.00
Pubs (per day/weekend)	649.00
Commercial Use (i.e. Concerts, Circus)	1,339.00
<i>Note: If ice is still in, an additional \$500 is charged for floor. - All floor surface rentals include rental of the arena hall but does not include tables and chairs.</i>	

Non-resident Fees	
Category	Fee
For non-residents participating in programs offered by Temiskaming Shores Minor Hockey Association, New Liskeard Figure Skating Club, Haileybury Figure Skating Club, New Liskeard Cubs and New Liskeard Lions Midget Hockey Club	100.00

Ball Fields	
Category	New Liskeard/Haileybury/Dymond
	Fee 2015
Per Game/Team	24.00
Tournament/Per Day	105.00

Minor Ball/Per Game	18.00
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Soccer Fields	
Category	New Liskeard/Haileybury/Dymond
	Fee 2015
Per game/practice	\$ 18.00

Non-Resident fees	
Category	Fee
For non-residents participating in recreation programs held in municipal facilities or on municipal properties	20% of the program registration fees and membership fees

Hall Rental Fees	
New Liskeard Arena Hall: 75 Wellington Street	
Category	Fee
Private Rental*	448.00
Second Day Rental	224.00
Community Services Clubs (Not-for-Profit)	224.00
Minor Sports (Youth programs/meetings/ banquets/registration)	No charge based on availability
<p>*Note:</p> <p>\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.</p> <p>Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.</p>	
Details of Hall	
Seating Capacity	350
Size of Hall	85' x 50'
Tables available in hall	36 - 5' diameter round tables - seats 8
	11 – 8' long x 2 ½' side rectangular
Chairs	230 Dark blue
Stage	Not available
Dishes	Not available

New Liskeard Riverside Place: 55 Riverside Drive	
Category	Fee
Private Rental*	479.00
Second Day Rental	240.00
Community Services Clubs (Not-for-Profit)	240.00
Youth Sports	No charge based on availability
Meetings (under 3 hours)	124.00
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours. Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.	
Details of Hall	
Seating Capacity	Chairs Only 375
	Banquet & Dance 270
Size of Hall	75' x 37'
Tables (available in hall)	38 tables - 6' x 23 7/8" (rectangular)
	25 – 5' round tables (seats 8)
Chairs	227 Dark blue
Dishes	Available to rent
Screen	Available to rent

New Liskeard Community Hall: 90 Whitewood Avenue	
Category	Fee
Private Rental*	391.00
Second Day Rental	196.00
Community Services Clubs (Not-for-Profit)	196.00
Youth Sports	No charge based on availability
Meetings (under 3 hours)	124.00
*Note:	

\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.

Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.

Details of Hall	
Seating Capacity	Chairs Only 500
	Banquet & Dance 278
Size of Hall	45' x 65'
Available Chairs	102
Available Tables	25 rectangular
Stage	Large stage in hall
Dishes	Not available

Dymond Community Hall: 181 Drive Inn Theatre Road	
Category	Fee
Private Rental (includes bar and kitchen)*	237.00
Private Rental (2 nd day)*	119.00
Community Service Club (not-for-profit)	119.00
Youth Sports	No charge based on availability

***Note:**

\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.

No charge for Dymond Fire Department, Recreation, Community and Police Board.

Details of Hall	
Seating Capacity	175
Size of Hall	42' x 63'
Tables	29 - 6' x 34"
Chairs	175 - Orange and brown plastic
Stage (in hall)	In corner of hall – 2' x 6' x 2' diagonal

Haileybury Community Hall (Arena Hall): 400 Ferguson Avenue	
Category	Fee

Hall – includes bar and kitchen*	335.00
Hall – Second Day rental	168.00
Community Services Clubs (Not-for-Profit)	168.00
Minor Sports (Youth programs/meetings/ banquets/registration)	No charge based on availability
Meetings under 3 hours	124.00

***Note:**

\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.

Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.

Details of Hall	
Seating Capacity(alcohol)	270
Seating Capacity - dining	231
Seating Capacity Dining & Dancing	190
Tables	17 – 8' rectangular tables 25 – 5' round tables
Chairs	200
Dishes	Not available

Harbour Front Rental: 451 Farr Drive	
Category	Fee
Per Hour	24.00
Per Day	124.00
Not for Profit	62.00
Capacity	
Standing Space	902
Dining or alcohol	328
Details	
Small kitchen with fridge	No stove
40 Chairs Available	

Haileybury Lions Den: 400 Ferguson Avenue	
Category	Fee
Per Hour	26.00
Per Day	124.00
Not for Profit	62.00
Capacity	
Seating Capacity (dining/alcohol/seating)	80
Tables	
Chairs	24 yellow and 36 red
Size of Hall	42' x 25'

Bucke Park					
	Tent	Trailer	Air Conditioner	Docking	Winter Storage
Day	\$ 25.00	\$ 35.00	\$ 16.50	\$ 15.00	
Week	\$ 154.50	\$ 206.00	\$ 58.85	\$ 77.25	
Month	\$ 463.50	\$ 618.00	\$ 147.13	\$ 154.50	
Seasonal		\$ 1,184.50	\$ 235.40	\$ 283.25	\$ 250.00
Winter Storage Sheds / Decks / Boat & Trailers (inclusive)					\$ 100.00
Daily Boat Launch Fee					\$ 10.00
Seasonal Boat Launch Fee (includes Summer trailer storage)					\$ 160.00

Municipal Marinas	
	Fee 2015
Seasonal per foot	\$ 30.00
More than 1 slip/boat using two slips (per foot)	\$ 33.00
Monthly per foot (includes 15% Admin fee)	\$ 34.35
Monthly more than 1 slip/boat (per foot) – includes 15% Admin fee	\$ 37.90
Seasonal rate for Personal Water Craft (i.e. sea-doo)	\$155.00
Hydro (Seasonal)	\$ 150.00
Hydro & Air Conditioner (Seasonal)	\$ 296.00
Key	\$ 20.00
Winter Boat Storage on Municipal Property – Yearly Fee	225.00

Waterfront Pool and Fitness Centre: 77 Wellington Street			
For more info call 647-5709			
Rates per Visits			
Facility	Adult	Youth / Senior/Student	Family
Pool	4.43	3.54	
Fitness Rooms	6.64	5.75	N/A
Squash	5.31	4.43	N/A
Squash racquet rental	3.10		
Book of 5 passes for all three (3) facilities	29.20	24.78	N/A
Book of 5 passes for Gym	23.89	19.47	N/A
Book of 5 passes for Pool	17.70	13.27	N/A
Book of 5 passes for Squash	22.12	17.70	N/A
Arthritic Program	3.32		
Aquafit	5.75		
Private Swim Lesson	25.00		
CP Program	4.20		
Membership Rates			
Fitness	Adult	Youth / Student / Senior	Family
1 month	53.10	44.25	134.29
3 months	138.50	110.84	350.31
6 months	247.70	196.02	619.78
1 year	439.43	280.31	1,111.37
Squash			
1 month	47.79	37.17	122.57
3 months	124.65	97.35	319.74
6 months	220.58	171.55	565.71
1 year	395.49	261.07	1,014.34
Pool			
1 month	39.38	35.40	84.07
3 months	102.65	75.22	219.29
6 months	181.73	132.74	388.02
1 year	325.89	196.24	695.75
Full			
1 month	84.07	58.85	233.63
3 months	219.19	153.54	609.47
6 months	388.02	271.68	1,078.27

1 year	695.75	486.73	1,933.48
Gym/Squash			
1 month	75.66	53.10	220.35
3 months	197.34	138.50	574.82
6 months	349.20	245.04	1,017.03
1 year	626.19	439.42	1,823.63
Snowbird Special			
	Gym	Pool	
8 months	191.15	130.26	
9 months	215.04	146.55	
10 months	238.94	162.83	
Pool Parties			
Option #1 4 extra large pepperoni/cheese pizzas, 12 pop, private pool with slide. Pool rental available for 100 people, supper is available for 12 people.			203.54
Option #2 12 people in the pool, 4 extra large pepperoni/cheese pizzas, 12 pop, Open Swim and one hour lounge rental.			142.56
Option #3 Anytime on the weekends during open swim and open lounge time			81.28
1 hour of pool rental without the slide			102.21
1 hour of pool rental with the slide			148.89
1 hour of pool rental for use by Temiskaming Board of Education			53.01
Waterfront Pool & Fitness Centre: 77 Wellington Street Rental of Lounge			
	Standard Rates		Non Profit Rental
1 hour	47.79		23.90
2 hours	87.30		43.65
3 hours	130.97		65.48
Full Day	191.15		95.58
1 hour private fitness class	21.68		
Aquatic Programs			
Program			
Aquafitness – 8 Classes			29.20
Aquafitness – 16 Classes			56.42
Aquafitness – 24 Classes			82.74
Aquafitness – drop-in rate			5.75

Arthritic Program (Physician approval required)	3.32
Swimming Lessons ½ hour class (9 classes)	48.60
Swimming Lessons 1 hour Class (9 classes)	72.50
Family Rate (9 classes)	121.00
Family Rate with 1 in 1 hour class (9 classes)	156.50
Swimming Lessons ½ hour class (10 classes)	54.00
Swimming Lessons 1 hour Class (10 classes)	80.50
Family Rate (10 classes)	134.50
Family Rate with 1 in 1 hour class (10 classes)	174.00
Swimming Lessons (Private) / Rate per lesson	21.00
Rookie (9 classes)	72.25
Ranger (9 classes)	72.25
Star (9 classes)	72.25
Bronze Star (9 classes)	72.25
Rookie (10 classes)	80.50
Ranger (10 classes)	80.50
Star (10 classes)	80.50
Bronze Star (10 classes)	80.50
Bronze Medallion	150.00
Bronze Cross	125.00
Bronze Cross with Standard First Aid	150.00
National Lifeguard Course	240.00
National Lifeguard Recertification	60.00
Lifesaving Swim Instructors	159.77
Lifesaving Instructors	124.25
Standard First Aid	110.00
Junior Lifeguard Club	107.50
Adult Swim Classes	80.50
Cardiopulmonary Fitness Classes	
Per class	4.20
8 classes	27.21
16 classes	54.42
24 classes	81.55
Arthritic Program	
Per class	3.32
8 classes	33.63
16 classes	67.26

24 classes	100.89
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Subject:

Report No.: RS-013-01-2015

Agenda Date: May 19, 2015

Attachments

Appendix 01: Monument Dimensions

Appendix 02: Photos of Selected Sites

Appendix 03: Conceptual Image of Preferred Site

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Supplemental Administrative Report No. RS-013-01-2015;
2. That Council endorses the site located at the Algonquin Beach Park in the area East of the MADD parkette and North of the horse shoe pits for the installation of the Monument to salute Shannen's Dream; and
3. That Council directs staff to continue with the project and provide periodic updates to Council.

Background

Council acknowledged receipt of Administrative Report No. RS-013-2015 at the regular meeting of Council of May 5, 2015 and approved providing a site for the monument to salute Shannen's Dream and directed staff to meet with Jules Koostachin to select a preferred site and report back to Council with a recommended site at the regular meeting of Council of May 19, 2015.

Analysis

The Director of Recreation Services met with Jules Koostachin, Jake Chakasim, and Rick Miller on Saturday May 9, 2015 on the New Liskeard Waterfront.

The casted monument itself will be 52 inches in height, the plinth will be approximately 42 in wide x 32 in deep x 8" in height. The plinth will be sitting on a sub-base (riser) approximately 60 in wide x 48 in deep x 6" in height for an overall monument height of 6'-6" (attached as Appendix No. to the report). Jules and her committee will arrange and cover the expense of the installation however the city may be requested to provide some site preparation in terms of levelling the ground area. It is understood that access to the monument will not be cleared of snow in the winter months. Three sites were selected including Option No. 1 which is the preferred location:

Option No. 1 (Preferred)

Algonquin Beach Park in the area of the former beach just to the east of the MADD parkette and north of the horse shoe pits. This is the preferred site as there are birch trees, cedar hedges, and sufficient space for the monument to be positioned to overlook Lake Temiskaming and at the sun as it rises. The pedestrian traffic along the boardwalk and STATO Trail will make it very visible, and the concrete pad that was originally the change rooms for the former New Liskeard Beach would be utilized for a seating arrangement. Washrooms are also available at the park and parking.

Option No. 2

Greenspace located south of the Riverside Place parking area and north of John's Tackle Box overlooking the Wabi Bay. This site was considered as it provides a setting that reflects the environment within which Shannen was raised, is close to the water and faces the northeast and rising sun. The pedestrian traffic from the boardwalk provides great visibility and there is a parking area close to the site.

Option No. 3

Mini-Putt Park just south of the Inuksuk to the south of Wellington Street and Fleming Drive intersection. This was the third site to be considered and is beneficial as it may be viewed from the roadway and has the sense of being at a 'cross roads' with the STATO trail and boardwalk located in this area. Washrooms are located close by and there is parking space available.

Attached as Appendix No. 02 to the report are photos of the three options.

Attached as Appendix No. 03 to the report is a conceptual image of the monument located at the preferred site Option No. 1

Financial / Staffing Implications

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

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

The cost for the supply and installation of the monument will be covered by Jules Koostachin and her Committee. The municipality may be requested to assist in terms of site preparation i.e. levelling the area. Any projected costs by the municipality will be allocated to the 2015 operating budget if sufficient funds are available and manpower would be provided in-kind.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

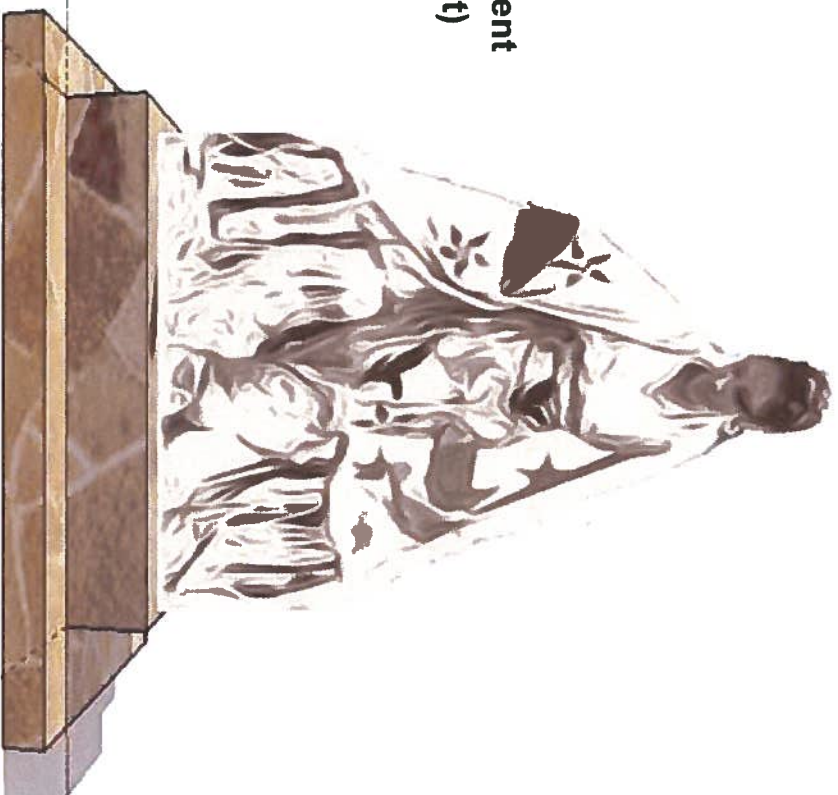
Christopher W. Oslund
City Manager

**52" bronze monument
(6' - 6" total height)**

**8" granite plinth
(42" wide x 32" deep)**

**6" sub-base
(60" wide x 48" deep)**

**Shannen Koostachin
Monument**



APPENDIX NO. 2



OPTION NO. 1

OPTION NO. 2



OPTION NO. 3





*Amidst the natural along to the
Lake Timiskaming the Shannan
Monument will come to*

Subject: Multi-Use Complex

Report No.: RS-015-2015
Agenda Date: May 19, 2015

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-005-2015;
2. That Council recognizes the community interest for a new multi-use complex; and
3. That Council directs staff to monitor the 2015 Capital Budget and should funds be available in the Fall due to projects coming in under budget and/or projects that were not able to be completed, that staff present to Council a recommendation to re-allocate funds towards a feasibility study for a new multi-use complex.

Background

The Recreation Services Department hosted an Open House at Riverside Place in February of 2014 at which time a number of local sports organizations advised that they would be interested in the development of a community complex that would house new arena facilities, a pool, and other sports and culture facilities.

The Director of Recreation Services received an email from Kathy Demarce in March 2015 requesting an opportunity to present the concept to the Recreation Services Committee.

The Director of Recreation Services was contacted by Kathy Demarce on April 8, 2015 indicating that she and community members representing the Northern Loons Swim club, Gymnastics Club, Tri-Town Soccer, Temiskaming Health Unit, Temiskaming Shores Public Library and the general public had met that evening to discuss ideas of what each group requires to better their membership, participants, patrons and athletes. Ms. Demarce was interested in taking the first step in bringing the concept of a new community complex to Municipal Council.

The Director suggested a meeting with Ms. Demarce and representatives from the group of interested organizations with the Mayor, Chairman of Recreation Services, the City Manager and the Director. This meeting was held on Thursday May 7th at 1:00 pm at the Waterfront Pool/Fitness Centre with those identified above in attendance as well as Mr. Alvin Willard and Ms. Rebecca Hunt.

Analysis

Ms. Demarce stated that there are a number of groups in the area that would like to have one location for many activities and a facility that could attract local, regional and provincial events. The presentation by Ms. Demarce stated that clubs who have demonstrated interest include:

- Tri-Town Soccer Club would like to have one outdoor location for all of their games and an indoor soccer field for the winter months
- Temiskaming Tumblers Gymnastics Club are looking for a permanent location
- Temiskaming Shores Libraries would like a new, accessible facility
- Tri-Town Lacrosse would like a year round facility
- Curling Clubs
- Temiskaming Track & Field Club would like a year round facility
- Roller Derby Girls
- Tri-Town Loons would like an Olympic size pool for training and to permit them to host meets
- New Liskeard Cubs – twin pad arena

A complex could also include facilities and programs for seniors and be completely accessible. Dr. Marlene Spruyt – Medical Officer of Health attended the meeting for community organizations and supported the concept in terms of providing opportunities for the older adults in the area and the general public.

Mr. Willard stated that the current facilities are aging and have many deficiencies, for example the New Liskeard Arena that has poor visibility for spectators and the dressing rooms require upgrades. Mr. Willard also suggested the complex could include a convention centre to serve 400 people that could host conferences such as FONOM and regional sport meetings such as the NOHA Annual General Meeting.

The example of a facility in Lunenburg, Nova Scotia was cited which was a joint venture between the municipality (population 8,700) and the county (population approximately 47,000) that included many of the facilities listed as well as a library.

The group discussed potential funding opportunities for such a project, the ramifications of sustaining the facility financially in the future, the use of buildings that would no longer be of needed, the footprint of such a facility and local fundraising.

As a first step, a feasibility study that would gauge the needs and interests in the community, projected capital cost and future operating costs would provide Municipal Council and staff with the required information to determine if the concept is attainable and to set up parameters for future planning.

Kathy Demarce, Alvin Willard, and Rebecca Hunt made a presentation to the Recreation Services Committee at the regular monthly meeting of May 11th and the following Recommendation was passed:

Recommendation LS-2015-17

Moved by: **Chuck Durrant**

Seconded by: **Danny Lavigne**

Be it recommended that:

1. The Recreation Services Committee reviewed the presentation regarding the construction of a Community Complex ; and
2. The Recreation Services Committee directs Tammie Caldwell to provide an Administrative Report to Council requesting that a Feasibility Study on the Complex be completed.

Staff is recommending that Council direct staff to monitor the 2015 Capital Budget and should funds be available in the fall due to approved incomplete projects and/or projects that came in under budget, that staff recommend to Council for approval that funds be directed towards a feasibility study to commence in late 2015 and funds be allocated to the finalization of the study in 2016.

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 study is not included in the 2015 Capital Budget, however if funds were to be available due to the incompletion of approved projects and/or due to projects being completed under budget funding could be re-allocated to this project.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2015-106

**Being a by-law to enter into an agreement with 1688941 On Inc. /
Norwin Contracting for the Accessibility Upgrades at the Pool
Fitness Centre**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-016-2015 at the May 5, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with 1688941 On Inc. / Norwin Contracting for accessible upgrades at the Pool Fitness Centre as detailed in PW-RFQ-001-2015 for consideration at the May 19, 2015 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 1688941 On Inc. / Norwin Contracting for supply and installation of accessible upgrades at the Pool Fitness Centre for an upset limit of \$104,800.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 19th day of May, 2015.

Mayor – Carman Kidd

Clerk - David B. Treen



Schedule "A" to

By-law 2015-106

Agreement between

The Corporation of the City of Temiskaming Shores

and

1688941 On Inc. / Norwin Contracting

for accessible upgrades at the Pool Fitness Centre

This agreement made in duplicate this 19th day of May, 2015.

Between:

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

and

1688941 On Inc. / Norwin Contracting
(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
Accessible Upgrades – Pool Fitness Centre
Request for Proposal No. PW-RFQ-001-2015**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 – Form of Agreement, forming part of this agreement;
- c) Complete, as certified by the Engineer, all the work by **November 30, 2015.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid One-Hundred and Four Thousand, Eight Hundred Dollars and Zero Cents (\$104,800.00) 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. 1 to 1 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 Director shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

1688941 On Inc. / Norwin Contracting
571 Moneta Avenue
P.O. Box 342
Timmins, Ontario
P4N 7C2

The Owner:

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

The Director:

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

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

Signed and Sealed in
the presence of

Contractor's Seal

Municipal Seal

1688941 On Inc. / Norwin Contracting

President – Cory Gauthier

Witness

Name: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to
By-law No. 2015-106
Form of Agreement

The Corporation of the City of Temiskaming Shores

By-law No. 2015-107

**Being a by-law to authorize a Purchase Agreement with New
Flyer as represented by A Girardin Inc. for two (2) 35 foot low
floor accessible transit buses for the Temiskaming Transit
Committee**

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

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

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

And whereas Council considered Memo 007-2015-PW at the May 5, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with New Flyer as represented by A Girardin Inc. for the purchase of two (2) 35 foot low floor accessible transit buses;

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 Agreements of Purchase and Sale between New Flyer as represented by A Girardin Inc. as the Vendor and the City of Temiskaming Shores as Purchaser, in the form annexed hereto as Schedules "A", forming part of this by-law;
2. That Council agrees to purchase two (2) 35 foot low floor accessible transit buses from New Flyer as represented by A Girardin Inc. as follows:
 - Two (2) 35 foot low floor accessible transit buses at an upset limit of **\$683,356.00** plus applicable taxes;
 - Specialized tooling for proper maintenance at an upset limit of **\$22,437.29** plus applicable taxes;
 - Extended Warranty at an upset limit of **\$15,538.50** plus applicable taxes; and
 - Thirty-two hours of training at an upset limit of **\$2,500** plus applicable taxes.

3. That the Mayor and Clerk be hereby authorized and directed to execute the Offers of Purchase and Sales annexed hereto as Schedules "A" to this by-law and any and all other documentation necessary to complete the transaction.
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 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2015-107

Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

New Flyer as represented by A Girardin Inc.

for two (2) 35 foot low floor accessible transit buses

This agreement made in duplicate this 19th day of May 2015.

Between:

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

and

A Girardin Inc.
(hereinafter called "the Vendor")

Witnesseth:

That the Purchaser and the Vendor shall undertake and agree as follows:

Article I:

The Vendor will:

- a) Provide two (2) 35 foot low floor urban transit buses in accordance to the Quotation dated March 22nd, 2015 and attached herein as Appendix 01;
- b) Do and fulfill everything indicated by this Agreement and in the intended works;
and
- c) Supply and deliver, as certified by the Manager, the two (2) urban transit buses by **July 31st, 2015.**

Article II:

The Purchaser will:

- a) Pay the Vendor in lawful money of Canada for the two urban transit buses and specialized equipment aforesaid **Seven Hundred and Twenty-Three Thousand, Eight Hundred and Thirty-one Dollars and Seventy-nine Cents (\$723,831.79) plus applicable taxes** subject to additions and deductions as provided in the Quotation.
- 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 Manager 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 Purchaser for whom they are intended or if sent by post or telegram addressed as follows:

The Vendor:

A Girardin Inc.
4000 Girardin Street
Drummondville, Quebec
J2E 0A1

The Purchaser:

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

The Manager:

The Manager of Physical Assets - City of Temiskaming Shores
P.O. Box 2050 - 325 Farr Drive
Haileybury, Ontario
P0J 1K0

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

Signed and Sealed in)
the presence of)

Contractor's Seal)

Contractor's Seal)

Municipal Seal)

A Girardin Inc.

Major Accounts Manager – Yves Cartier

Witness

Name: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to
By-law No. 2015-107
Quotation

March , 22,2015

Mr. Mitch Lafreniere
Manager of physical asset
Temiskaming Shores

Subject: Quotation for one (2) low floor urban bus – MiDi35'Diesel one door

Sir:

Girardin Ontario Inc. is pleased to submit you a quote in regards to the production of two (2) 35' Urban MiDi bus equipped with diesel engine.

The vehicle will be built in accordance with the attached specification sheet (Section 2).

The price quoted for the vehicle is \$ 341,678.00 per unit. (plus tax, if applicable).

We would like to take the opportunity to describe the major characteristics of our quotation:

Warranties: In many cases, the New Flyer warranties surpass the standard warranties in the industry such as 3 years/240,000 km warranty on the structure/corrosion, 2 years/unlimited mileage warranty on axles. The basic warranty is corresponding to 2 years/160,000 km, 2 years/unlimited mileage on A/C system, 2 years/unlimited mileage on Cummins engine and 2 years/unlimited mileage on Allison transmission. Extended warranties is also available (Section 3)

Training: The Girardin/New Flyer training organization is represented by the New Flyer after-sales service group, a division of New Flyer Industries. As a leader in manufacturing urban buses in Canada and United States, we have access to the best resources in design, engineering, power train technology and electrical systems. Thirty two (32) hours of training will be needed from your tech team and drivers the cost for this great week of training in your facility will be of 2,500.00\$ + tx .

Publications: Our professional publications team holds a great expertise in writing, illustrating and publications to create the best maintenance manuals in the industry. Accurate information is given to permit customers to do appropriate maintenance on their buses which will indubitably increase the reliability and life of their vehicles. English publications are available and included in the price.

Delivery option: Girardin Ontario Inc. suggests a possible delivery the last week on may 2015 .

Terms: The payment will be due on delivery in accordance with the Distribution Agreement between Girardin Ontario Inc. and New Flyer.

This quotation is valid : first come first serve . (two in stock at 2014 pricing.)

Do not hesitate to contact the undersigned for additional information.

GIRARDIN

Yves Cartier
Major Account
Commercial Division

Doug Isaac
Territory Manager
Commercial Division

1 General

1.1	Exterior Dimensions							Select
	Nominal Length	Wheelbase	Overhang		Width	Height		
			Front	Rear				
1.1.1	30'(9.15m)	13'7"(4.15m)	7'5" (2.27m)	8'11"(2.71m)	8'0"(2.44m)	10' 1" (3.07m)*	* to top of air conditioning unit	
1.1.2	35'(10.67m)	18'7"(5.68m)					✓	
1.2	Weights							
	Length		Front axle (lb)	Rear axle (lb)	Overall (lb)			
1.2.1	30' (9.15m)	UW	4,741	13,557	18,298			
1.2.2		GVW	7,040	19,428	26,468	Single door, 27 seated / 26 standees		
1.2.3	35' (10.67m)	UW	5,819	14,089	19,908			
1.2.4		GVW	9,909	19,972	29,881	Single door, 35 seated / 31 standees		
1.2.5	Note: Passenger weight is calculated at 150lbs / 68.2Kg & standee space is calculated at 1.5 sq ft per passenger							
1.3	Number of Doors							Select
1.3.1	Standard	Number of entrance / exit doors		1 double leaf entrance door				
1.3.2	Option			1 double leaf entrance door & 1 single leaf sliding plug exit door				✓
1.4	Territory of Operation							Select
1.4.1	Standard			USA				
1.4.2	Option	Territory		Canada				✓
1.4.3	Standard			State / Province of operation (Homologation information)				
2	Driveline and Underframe							
2.1	Engine							Select
2.1.1	Standard	6 cylinder diesel		Cummins ISB6.7 250 6 cylinder turbocharged and intercooled diesel engine certified to EPA 2013 emission standards using EGR and Selective Catalytic Reduction (SCR)				✓
2.1.1.1	Option CCP	Engine block heater		Cummins ref. 3975629. Included in Cold Climate Package				✓
2.1.2	Standard	Engine cut off		Accessible behind engine door.				✓
2.1.3	Standard	Fire suppression		Fire suppression not fitted				✓
2.1.4	Option			Fully automatic fire suppression system fitted in engine compartment				
2.2	Cooling System							Select
2.2.1	Standard	Cooling system		Grayson radiator and intercooler mounted on the rear, left hand side with the hydraulically driven fan switched by the engine management system. Cooling to meet 54 degrees C LAT				✓
2.2.2	Standard	Water fill		Water filler at rear left bodyside behind hinged flap				✓
2.2.3	Standard	Coolant sight glass		Mounted to left hand side rear				✓
2.3	Braking System							Select
2.3.1	Standard	Braking system		Air operated disc brakes Parking brake: spring applied, air released, operating on the rear axle. Multi circuit protection valve. ABS fitted. 10 bar system pressure				✓
2.3.2	Option			Park brake interlock				✓
2.4	Air System							Select
2.4.1	Standard	Air system		Wabco twin cylinder air compressor. Air tanks for front & rear service brakes, park, auxiliary with air drier. Emergency/shop air connection & tow connection at front (1/4" male NPT fitting + dust cap). Additional emergency/shop air connection at rear (1/4" male NPT fitting + dust cap).				✓
2.5	Gearbox							Select
2.5.1	Standard	Gearbox		Allison B300R 6 speed automatic transmission with integral hydrodynamic retarder				✓
2.6	Steering							Select
2.6.1	Standard	Steering		ZF 8095 integrally powered, variable ratio steering gear Steering wheel: 460mm diameter 4-spoke Steering column: air released, fully adjustable				✓
2.7	Suspension and Axles							Select
2.7.1	Standard	Suspension		Full Air suspension Front Axle: Dana NDS56XLF forged 'I' beam axle Rear Axle: Dana 11-26 single reduction hypoid axle with ground gears: ratio 4.33:1				✓
2.7.2	Standard	Kneeling		Front Only				✓
2.7.3	Option			Full Squat (Dual Door Only: available with Option 1.3.2)				
2.8	Fuel and Oil							Select
2.8.1	Standard			Tank capacity: 265 litres (75 US gallons) with right hand side fill. Stainless steel construction				✓
2.8.2	Standard	Fuel and oil		25 litre (6.6 US gallons) AdBlue tank with right hand side fill, quick release cap and magnetic interlock. Plastic construction				✓
2.8.3	Standard	Fuel filling system		Gravity fill system - Quick release cap fitted				✓
2.8.4	Option			Posilock fuel filling system				
2.8.5	Standard	Engine oil fill		Behind engine access door				✓
2.9	Gauges							Select
2.9.1	Standard	Speedometer		Speedometer mph only (US)				
2.9.1.1	Option			Kmh predominant (Canada)				✓
2.9.2	Standard	Binnacle		Dash mounted. Features state of the art electronic screen (LCD) display providing driving information and warning signals				✓
2.9.3	Standard	Fuel gauge		Fuel & AdBlue gauge operation: display whilst driving				✓
2.9.4	Option	Air gauges		Permanently displayed				✓

2.10	Wheels / Tyres			Select
2.10.1	Standard	Wheels & tyres	Michelin 265/70R x 19.5 XZE 2+ tubeless radial ply tires on spigot mounted 6.75" steel rims. Colour: Silver	✓
2.11	Towing Eyes			Select
2.11.1	Standard	Towing eyes	2 front towing bosses behind detachable centre bumper (1" BSF) 2 rear behind detachable centre bumper (1" BSF)	✓
2.12	Exhaust System			Select
2.12.1	Standard	Exhaust system	Stainless Steel 'EGR / Selective Catalytic Reduction' exhaust aftertreatment system to meet EPA2013 Vertical discharge tailpipe to rear left, pointing rearward	✓
2.13	Electrical System			Select
2.13.1	Standard	Multiplex system	VDO Continental multiplex 24v electrical system with PC based diagnostics, All nodes easily accessible and positioned in 3 key areas	✓
2.13.2	Standard	Electrics centres	Located in driver's partition, cab roof & rear header	✓
2.13.2.1	Option		Electrical eqpt trays fitted to electrical locker rear of cab	
2.13.3	Standard	Batteries	2 x 12 volt 165 Ah low maintenance, 8D Deka Batteries, 1400A cca. Housed at the rear left of the bus on a slide out carrier	✓
2.13.3.1	Option		2 x 12 volt Group 31 batteries, deep cycling, maintenance free, 1150A cca	
2.13.3.2	Option		Manual battery disconnect located adjacent to slide out carrier	
2.13.4	Standard	Fuseable battery link	Fuseable battery link not fitted	✓
2.13.5	Option		Fuseable battery link fitted	
2.13.6	Standard	Battery guard	Battery guard system - active below 22V	✓
2.13.7	Standard	Alternator	1 Prestolite 190 amp	✓
2.13.8	Standard	Battery boost	Anderson boost socket (Pt No. 913) fitted at rear right of vehicle	✓
2.13.9	Standard	Ignition	Push button ignition and start	✓
2.13.10	Standard	Starter motor	Denso PA90S	✓
2.14	Telematics System			Select
2.14.1	Option	Connect™ system	Connect™ telematics system. Remote vehicle fleet management & health status monitoring system. Subscription required	✓
2.14.2	Option	Driver Manoeuvre Alert System (DMAS)	Visual display mounted in instrument display area. On vehicle driver performance and economy indication device. Available only with the Connect™ telematics system, Option 2.14.1	
3	Structure			
3.1	Structure			Select
3.1.1	Standard	Structure	Lightweight aluminium and stainless steel structure. Integrated chassis with mild steel frame designed to eliminate additional body underframing	✓
3.1.2	Option	Skid plates	Fitted to underside front, left & right	
3.2	Floorboards			Select
3.2.1	Standard	Floorboards	3/4" hardwood faced plywood treated with ACQ 'XL Bus' standard	✓
3.3	Anti Corrosion treatment			Select
3.3.1	Standard	Anti-corrosion treatment	Corashield system	✓
3.4	Insulation			Select
3.4.1	Standard	Body insulation	Bodysides insulated with Iko Enerfoil	✓
3.4.2	Standard	Roof insulation	Iko Enerfoil to roof structure / skin. Kingspan Ductphen lining AC ducts	✓
3.4.3	Standard	Engine Bay insulation	Noise & thermal insulation fitted in engine compartment	✓
3.5	Exterior Panels			Select
3.5.1	Standard	Exterior panels	Roof - pre painted (white) aluminium sheet bonded to structure	✓
3.5.2	Standard		Aluminium side panels bonded to structure, with detachable skirt panels	✓
3.5.3	Standard		Front: GRP main upper panel Centre panel, bumper, corner bumpers and light clusters: GRP	✓
3.5.4	Standard		Rear: main upper panel, corner bumpers and light clusters: GRP Centre bumper: GRP	✓
3.5.5	Standard		Wheelarch finishers: rubber	✓
3.5.6	Standard		Individual mudflaps to front and rear wheelarches.	✓
3.5.7	Option	Advertisement frames - bodysides	Dimensions TBC	
3.5.8	Option	Advertisement frames - rear	Dimensions TBC	
3.6	Engine Access			Select
3.6.1	Standard	Engine access	Access to rear engine compartment and daily oil check through full width lift up flap with 2 gas rams. Dashboard warning lamp to indicate door open. Engine start inhibit switch incorporated. Hinged upper access panel with 2 gas rams for access to exhaust & after treatment systems	✓
4	Heating and Ventilation			
4.1	Saloon			Select
4.1.1	Standard	Heating and ventilation	Thermoking AMIL roof mounted heater / air conditioner	✓
4.1.2	Option CCP		Add Climate Package (includes additional floor mounted heating system incorporating engine bay mounted Spheros heater and wiper park area defrosting)	✓
4.1.3	Standard		Drivers window demisting (to view exterior mirror)	✓
4.2	Cab			Select
4.2.1	Standard	Heating and ventilation	Driver's demister / heater with variable fan speed and hot / cold controls. Outlet vent to drivers floor	✓
4.2.2	Standard		Cab air conditioning - part of main system	✓

5 Glazing				
5.1	Front, Side & Rear			Select
5.1.1	Standard	Windscreen / front destination glass	Full width 1 piece screen, laminated glass windscreen 7mm, green tint, gasket glazed	✓
5.1.2	Option CCP		Destination area demisting element & wiper park area defrosting. Included with Cold Climate Package	
5.1.3	Standard	Screen wash & wiper system	4.46 US gallons (16.9 Litre) washer bottle with remote pump. Radial two speed wet arm wipers with heavy duty single motor. Intermittent wipe facility.	✓
5.1.4	Standard	Screen wash flap	Screen wash fill to side, under drivers window behind hinged flap	✓
5.1.5	Standard	Quarter glass	Toughened glass 4mm, green tint, silk screen printed and bonded.	✓
5.1.6	Standard	Side glazing	Bonded frameless single glass 5mm toughened & grey tinted	✓
5.1.7	Standard	Egress windows	As required by legislation (2 per side in US)	✓
5.1.8	Standard	Driver's window	Bonded 2 sliding locking portions, single glazed 5mm green tinted toughened glass.	✓
5.1.9	Standard	Entrance Doors	Green tinted glass	✓
5.1.10	Standard	Exit Doors (where specified)	Grey tinted glass to match side glazing	✓
6 Entrances & Exits				
6.1	Entrance Doors			Select
6.1.1	Standard	Entrance doors	Vapor 32" clear aperture air operated infold entrance door	✓
6.2	Entrance Ramp			Select
6.2.1	Standard	Entrance ramp	New Flyer powered 32" wide, 1:6 ramp with manual override Step height 10.4" on kneel. (13.4" ride height)	✓
6.2.2	Option		Manually operated wheelchair entrance 32" wide, 1:4 slope gradient Step height 10.4" on kneel. (13.4" ride height) Illuminated entrance ramp request button exterior, rear of entrance door	
6.2.3	Option		No ramp fitted (ramp request button deleted - replaced with suspension warning light)	
6.3	Exit Doors			Select
6.3.1	Standard	Exit doors	Exit doors not fitted	
6.3.2	Option		Vapor plug slider air operated exit door, 31.23" clear aperture	✓
6.4	Emergency escape hatch			Select
6.4.1	Standard	Emergency escape hatch	Fitted to roof, rear of vehicle	✓
7 Destination Equipment				
7.1	Destinations - Front, Side and Rear			Select
7.1.1	Standard	Destination unit system	Luminator LED front & side units	✓
7.1.2	Option		Hanover LED front & side units	
7.1.3	Option		Axon LED front & side units	
7.1.4	Standard	Side destination unit	Fitted to top of window rear of entrance door	✓
7.1.5	Option	Rear route number unit	Fitted to rear cap above exhaust access flap (available with 7.1.1 - 7.1.3)	
7.1.6	Standard	Destination controller	Mounted above driver's position	✓
8 Interior General				
8.1	Handrails and stanchions Awaiting Final Clarification Ref Material & Finish			Select
8.1.1	Standard	Type	35 mm diameter smooth non-slip	✓
8.1.1.1	Option	Grab Straps	Grab straps x6. 3 per side in the front of the bus	
8.1.2	Standard	Material	Mild steel	✓
8.1.3	Standard		Stainless Steel	
8.1.3.1	Option		Brushed stainless steel	
8.1.4	Standard	Coating	Nylon R	✓
8.1.5	Option		Epoxy powder coated	
8.1.6	Standard	Colour	Flame Red RAL3000, 50 - 65% gloss @ 60 degree head	
8.1.7	Option		Yellow PFYF80S1, 50 - 65% gloss @ 60 degree head	✓
8.2	Bell Pushes			Select
8.2.1	Standard	Saloon bell pushes	Palm press. Color: grey with red insert (grey with blue insert at rear facing wheelchair position)	✓
8.2.2	Option		Arret in place of Stop on palm press	
8.3	Wheelarches			Select
8.3.1	Standard	Wheelarches	Matt GRP front wheelarches. Aluminium liners fitted Steel lined rear wheelarches	✓
8.3.2	Standard	Front colour	Wheelarch GRP colour RAL 7011 (Iron Grey matt finish)	✓
8.3.3	Standard	Rear colour	Trimmed with floor covering	✓
8.4	Centre Ceiling Panels			Select
8.4.1	Standard	Type	Arbonite laminate. Colour: Fresh Mist P 271 CA	✓
8.5	Ceiling Cove Panels, Driver and Door Shelfplate			Select
8.5.1	Standard	Ceiling cove panels	Dibond cove panels. Colour: RAL 9006 (White aluminium)	✓
8.5.2	Standard	Drivers cab ceiling	Matt GRP. Colour: RAL 7004 (Signal Grey), access - compression latches, incorporating: driver's locker, entrance shelfplate locker, access panel, destination unit access doors	✓
8.5.3	Option	Exit door shelfplate locker (available with Option 1.3.2)	Colour: RAL 7004 (Signal Grey)	
8.5.4	Standard	Electrical Cupboard Shelving	not fitted	✓
8.5.5	Option		fitted	

8.6	Interior Bodyside & Partition Panels			Select
8.6.1	Standard		Arborite laminate, Colour: Grey Grit P 886 PA to side panels	✓
8.6.1.1	Option	Laminate	Arborite laminate, Colour: Silver Grey S 406 CA to side panels	
8.7	Window Finishers			Select
8.7.1	Standard	Bonded glazing internal finishers	PVC RAL7004 (Signal Grey)	✓
8.8	Floor covering REQUIRES FINAL CLARIFICATION REF COLOUR & TYPE			select
8.8.1	Standard		Sirius Dune 6782NT. 2mm thick	✓
8.8.2	Option	Gerflor	Sirius Anthracite 6727NT. 2mm thick	
8.8.3	Option		Helios Palladium 8805. 2.7mm thick	
8.8.4	Standard	Step Edging	All saloon step treads are Althro yellow nitrile rubber / PVC	✓
8.9	Rear Interior finish			select
8.9.1	Standard	Finish	Matt GRP, colour RAL 7004 (Signal Grey)	✓
8.9.3	Standard	Rear 5 seat area	Finished in floor covering to match saloon. Access to engine compartment beneath rear seats	✓
8.10	Front Interior finish			select
8.10.1	Standard	Front bulkhead	Matt GRP, colour RAL 7011 (Iron Grey)	✓
8.10.2	Standard	Driver's side console	Matt GRP, colour RAL 7011 (Iron Grey)	✓
9	Seating			
9.1	Operator's seat			select
9.1.1	Standard	Seat	USSC Evolution P2A, air suspension	✓
9.1.1.1	Option		With 2 armrests	
9.1.2	Standard	Fabric	Holdsworth Aura CAA323	✓
9.1.2.1	Option		Available options to be provided by New Flyer for customer selection	
9.1.3	Standard	Seat back fabric	Holdsworth Aura CAA323	✓
9.1.3.1	Option		Available options to be provided by New Flyer for customer selection	
9.2	Saloon Seating			select
9.2.1	Standard	Seat type	Esteban Civic V2	✓
9.2.2	Standard	Seat mountings	Low back seats pedestal mounted (30ft option) or cantilever mounted (35ft option) in lower saloon, floor mounted pedestals at the rear of the bus	✓
9.2.3	Standard	Seat belts	Seat belts not available	✓
9.2.4	Standard	Rear 5 passenger seats	Made up of cushions and squabs, split 1 + 3 + 1	✓
9.2.5	Standard	Seating layout	Available options to be provided by New Flyer for customer selection	✓
9.2.6	Standard	Material	Holdsworth Aura CAA323	✓
9.2.6.1	Option		Available options to be provided by New Flyer for customer selection	
9.2.7	Standard	Seat back	Colour: Grey	✓
9.2.8	Standard	Top grab	Colour: Grey	✓
9.2.9	Standard	Frame	Colour: Grey	✓
9.2.10	Standard		Esteban inward facing independent. 2 banks of 3 adjacent to each wheelchair position	✓
9.2.10.1	Option	Tip up seats	No tip up seats fitted: only available with option 6.2.3	
9.2.10.2	Option		Reduction in qty (-1) of tip up seats to right side of bus when rearward facing wheelchair option selected (Option 9.3.2)	
9.3	Wheelchair positions			select
9.3.1	Standard		x2 forward facing wheelchair positions with tiedowns and 3 point belts (A.R.M.) ADA compliant	✓
9.3.2		Wheelchair positions	x1 forward facing wheelchair position with tiedown and 3 point belts to left side (A.R.M.) x1 rearward facing wheelchair position to right side incorporating backboard & drop down arm. ADA compliant. (Tip up seat qty reduced to 5 - see 9.2.10.2)	
9.3.3	Option		No wheelchair positions	
10	Lighting			
10.1	Interior Lighting			select
10.1.1	Standard	Saloon	Twin row, continuous saloon lighting (LED). Opaque polycarbonate diffusers	✓
10.1.2	Standard	Cab lights	Cab light – Two LED cab lights	✓
10.1.3	Standard	Entrance door lights	Entrance Door lights – LED lights over platform, operated with side lights, door switched	✓
10.2	Exterior Lighting			select
10.2.1	Standard	Front lights	Combined dip & main beam bi-halogen headlights Combined LED daytime running / position lights Separate LED turn indicators Amber LED clearance marker lights to upper left & right, above windshield Amber LED identification marker lights (x3) to upper centre, above windshield	✓
10.2.2	Standard	Rear lights	Combined LED stop & tail lights Separate LED turn indicators Separate LED reverse (backup) lights Red LED clearance marker lights to upper left & right, above exhaust access panel Red LED identification marker lights (x3) to upper centre, above exhaust access panel	✓
10.2.3	Standard	High level brake light	One complete LED unit, mounted above exhaust access panel	✓
10.2.4	Standard	Registration plate light	LED	✓
10.2.5	Standard	Side marker lights	LED, as required by legislation	✓
10.2.5.1	Option	Additional turn indicator lights	Mounted above the rear wheel arch	

10.2.6	Standard	Vehicle light monitoring system (VLMS)	6 channel system monitoring all turn indicators. Failure of a turn indicator bulb gives a dash warning light and causes the indicators to flash more quickly	
11 Interior Fittings				
11.1	Interior Mirrors			select
11.1.1	Standard	Rear view mirror	Mounted to centre of front destination header (8" x 15" convex mirror)	✓
11.1.2	Standard	Wheelchair zone mirrors	Wheelchair zone mirror not fitted	✓
11.1.3	Option		Wheelchair zone mirror fitted	
11.2	Bus Stopping Signs			select
11.2.1	Standard	Bus stopping sign	Bus stopping sign fitted in centre of roof arch rear of cab.	
11.2.2	Option		Bus stopping sign fitted in centre of roof arch rear of cab. French text: "demande d'arrêt"	
11.3	CCTV System			select
11.3.1	Standard	CCTV system	Provision (CAT5 cables) provided to 8 pre-determined locations for ease of install of system at customer location	✓
11.3.2	Option		CCTV system fitted - spec TBC	
12 Cab Area				
12.1	Operator's controls REQUIRES FURTHER DISCUSSION - LOWEST COST BASE TO BE STANDARD			select
12.1.1	Standard		Stalk mounted to steering column. Self-cancelling	
12.1.1.1	Option	Indicator switch - standard TBC	Mounted to floor. Self cancelling. Wiper controls mounted to driver's binnacle. Full beam, dipped beam & headlight flash incorporated	✓
12.1.2	Standard	Reversing alarm	Multi frequency broadband sound, 87 dba	✓
12.1.3	Standard	Operator's assault alarm	Not fitted	✓
12.1.4	Option		Operator's assault alarm switch to operate horn and hazard lights	
12.2	Cab Area Equipment			select
12.2.1	Standard	Electrical Cupboard	Full height cupboard mount GRP incorporating main electrical board RAL 7011 (Iron Grey)	✓
12.2.2	Standard	Operator's door	Not fitted	✓
12.2.3	Standard	Operator's blinds	Operator's sunblind to LH of front screen only	✓
12.2.4	Option		Additional driver's perforated sunblind to operator's side window	
12.2.5	Standard	Cash vault mounting plate	Integrated into the operator's console	✓
12.2.6	Standard	Miscellaneous cab fittings	Amerex ABC fire extinguisher (5lb) fitted behind operator's seat	✓
12.2.7	Option		x1 operator's coat hook and strap fitted rear left of operator's seat	✓
			x3 warning triangles fitted behind operator's seat	
12.3	2 Way Radio Equipment			select
12.3.1	Standard	Radio equipment	Wiring provision for customer installed two-way radio - 24volt	✓
12.3.2	Option		12volt	
12.4	PA & Entertainment Equipment			select
12.4.1	Standard		PA with 4 speakers to saloon & 1 exterior ADA compliant speaker. Boom microphone. Active through master switch	✓
12.4.2	Option		4 speakers to saloon, no PA, microphone or exterior speaker (active through master switch). Not ADA compliant	
12.4.3	Option	PA & Entertainment Ext	Radio, CD player & aerial with 4 speakers to saloon	
12.5	AVA / AVL Equipment			select
12.5.1	Standard	AVA / AVL Eqpt	Wiring provision for AVA/AVL system	✓
12.6	Fare and Ticketing Equipment			select
12.6.1	Standard		Ticket machine wiring provision - 24volt permanent feed	✓
12.6.2	Option	Fare and Ticketing Eqpt	Active through master switch	
12.6.3	Option		Active through ignition	
12.6.4	Option		Active through 12volt permanent feed	
13 Exterior Fittings				
13.1	Mirrors Reviewing BR Hadley options ref cost			select
13.1.1	Standard		Electrically operated, heated, Lucerix high mount	✓
13.1.2	Option		Manually operated, unheated, Lucerix high mount	
13.2	Paint Finish			select
13.2.1	Standard	Paint finish	2 pack acrylic single colour scheme	u
13.2.2	Option		Multicolour scheme: details to be attached with spec	
13.3	Vinyls / Decals			select
13.3.1	Standard	Legal	Supply and fit interior and exterior legal vinyls	✓
13.3.2	Option		Supply and fit interior and exterior legal vinyls in French & English	
13.4	Registration Plates			select



Extended Warranty		Price
Cummins Extended Warranty (Total of 5 years/300,000 miles)		\$ 4,792.50
Allison Extended Warranty (Total of 5 years/300,000 miles)		\$ 2,976.75

The Corporation of the City of Temiskaming Shores

By-law No. 2015-108

**Being a by-law to Stop up and Close a Highway being
the laneway between Amwell Street and Marcella Street
in the Haileybury Industrial Park - PIN 61397-0770 (LT);
Parcel 21006 SST**

Whereas the provisions of Section 34 (1) of the Municipal Act 2001, S.O., c. 25 sets out procedures for the closing of Highways.

And whereas Council held a public meeting on February 17, 2015 for the purposes of providing a forum in which those whose private rights are adversely affected may assert their objections;

And whereas Council considered Administrative Report No. CGP-023-2015 at the May 19, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to stop up and close the unopened laneway (PIN 61397-0770) for consideration at the May 19, 2015 Regular meeting of Council;

And whereas Council for the City of Temiskaming Shores deems it expedient to stop up and close certain portions of municipal road allowances described as follows:

Street	Part(s)	Plan(s)
Laneway	PIN 61397-0770 (LT)	M-73 N.B.

And whereas the provisions of Section 34 (1) and Section 251 of the Municipal Act 2001, S.O., c. 25 have been complied with; and

Now therefore the Municipal Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That PIN 61397-0770 (LT) – Laneway between Amwell Street and Marcella Street on Plan M-73 N.B. is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law for the aforesaid municipal road allowances.
3. That a copy of this by-law be registered at the Land Registry Office.
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 19th day of May 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-109

Being a by-law to authorize the Sale of Land to D. Niemi Trucking Inc. being Lot 84, Pcl. 20939 SST on Plan M-73NB and laneway being PIN 61397-0770 (LT), Pcl. 21006 SST on Plan M-73 NB

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

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

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

And whereas By-law No. 2004-031 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered Administrative Report CGP-023-2015 at May 19, 2015 Regular meeting of Council and directed to staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with D. Niemi Trucking Inc. for consideration at the May 19, 2015 Regular meeting of Council;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2004-031 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between D. Niemi Trucking Inc. as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land described as Lot 84 on Plan M-73 NB, Parcel 20939 SST, PIN 61397-0326 (LT) and Laneway on Plan M-73 NB, Parcel 21006 SST, PIN 61397-0770 (LT) in the amount of \$2,200.00 plus H.S.T. and other such considerations outlined in the said agreement;
4. That the Mayor and Clerk be hereby authorized and directed to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and any and all other documentation necessary to complete the sale of land transaction.

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 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Agreement of Purchase and Sale

Form 100 for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 4th day of May 2015

BUYER, D. Niemi Trucking Inc., agrees to purchase from
(Full legal names of all Buyers)

SELLER, The Corporation of The City of Temiskaming Shores, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address Lot 84 M73NB & Laneway, Temiskaming Shores, Ontario P0J 1K0

fronting on the side of.....

in the

and having a frontage of more or less by a depth of..... more or less

and legally described as PCL 20939 SEC SST; LT 84 PL M73NB BUCKE; and
PCL 21006 SEC SST; LANE PL M73NB BUCKE ABUTTING LT 77 TO 83 PL M73NB;,,
Municipality of Temiskaming Shores, District of Temiskaming (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 2,200.00

Two thousand two hundred dollarsDollars

DEPOSIT: Buyer submits Herewith
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Two hundred and twenty dollars Dollars (CDN\$) 220.00

by negotiable cheque payable to the Seller "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.
For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the
Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that,
unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's
non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 4:00 ~~xxx~~ /p.m. on
(Seller/Buyer)
the 22nd day of May 2015, after which time, if not accepted, this
offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 19th day
of June, 2015. Upon completion, vacant possession of the property shall be given to the
Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

DN

INITIALS OF SELLER(S):

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: Email Address:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** N/A
.....
.....
.....
.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** N/A
.....
.....
.....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

N/A
.....
.....
.....
.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 12th day of June, 2015, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (vacant land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. ~~**FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.~~
23. ~~**UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

I HAVE AUTHORITY TO
(Witness)

(Buyer)



DATE 2015-04-30

B.M. THE WARRIOR
(Witness)

(Buyer)



DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)



DATE 2015-04-30

(Witness)

(Seller)



DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)



DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at.....~~xxx~~./p.m. this.....day of....., 20.....

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... Tel.No.(.....)
(Salesperson / Broker Name)

Co-op/Buyer Brokerage..... Tel.No.(.....)
(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller)..... DATE.....

(Seller)..... DATE.....

Address for Service..... Tel.No.(.....)

Seller's Lawyer Theodore Raymond Byck
Address 488 Ferguson Ave. PO Box 490, Temiskaming Shores, ON

Email.....
(.....) 1 705 672 3338 Ext. 2 (.....) 1 705 672 2451
Tel.No. FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer)..... DATE.....

(Buyer)..... DATE.....

Address for Service Haileybury, ON P0J 1K0
Tel.No.(.....)

Buyer's Lawyer Theodore R. Byck
Address 488 Ferguson Ave., P.O. Box 490, Haileybury, ON P0J 1K0

Email.....
(.....) 705-672-3338 (.....) 705-672-2451
Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)



This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, D. Niemi Trucking Inc., and

SELLER, The Corporation of The City of Temiskaming Shores

for the purchase and sale of Lot 84 M73NB & Laneway, Temiskaming Shores, Ontario P0J 1K0

dated the 4th day of May, 2015

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Seller and Buyer agree upon the following conditions which conditions shall survive the closing and not merge on closing:

1. The title to this purchased property must be registered in the same name as the abutting lands, that is; D. Niemi Trucking Inc. The Seller will pass a Deeming By-Law to be registered on title to join the properties together for Planning Act purposes. The Seller will waive the \$200.00 plus HST application fee for the Deeming By-Law.
2. The Seller will pass a by-law to stop up and close the laneway.
3. If the Buyer intends to expand the parking area by cutting the bank closer to Niven St South, the Buyer agrees to firstly obtain an opinion from a professional engineer licensed to practice in Ontario (P. ENG.) to determine the required slope or retaining wall that may be required in order that the street is not undermined.
4. Any lot grading alterations will require prior approval of the Seller. The Buyer is required to ensure that all stormwater is managed on the property and does not enter onto abutting property or onto City streets. At the discretion of the Seller, a lot grading plan prepared by a professional engineer licensed to practice in Ontario (P. Eng) may be required. At the discretion of the Seller, a Site Plan Control Agreement may also be required.
5. The Buyer shall pay all of the legal fees and disbursements with regard to the above services (including the advertising fee of \$100.00 plus HST for the public meeting and the fees and disbursements to register a name change of the property from the Corporation of the Town of Haileybury to the Corporation of the City of Temiskaming Shores) and shall be

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):

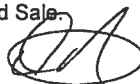


responsible to pay all of the Sellers legal fees and disbursements.

It is hereby acknowledged that the Buyer has paid the Seller a non-refundable application fee of \$250.00 plus HST on February 15, 2015.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



The Corporation of the City of Temiskaming Shores

By-law No. 2015-110

**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
D. Niemi Trucking Inc. - Roll No. 54-18-030-007-207.00**

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 Council considered Administrative Report CGP-023-2015 at the May 19, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to deem Lots 81, 82, 83, 84, 85, 86 and abutting laneway (PIN 61397-0770) on Plan M-73 NB to no longer be Lots on a Plan of Subdivision for consideration at the May 19, 2015 Regular meeting of Council;

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 follows:

580 Amwell St.

Parcel 22887 SST	Plan M-73 NB	Lots 81, 82 and 83
Parcel 20939 SST	Plan M-73 NB	Lot 84
Parcel 25171 SST	Plan M-73 NB	Lots 85 and 86

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 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Niemi Trucking Inc.

The Corporation of the City of Temiskaming Shores

By-law No. 2015-111

**Being a by-law to authorize the Sale of Land to
2415577 Ontario Ltd. being Lots 148 and 158, Pcl. 18310 SST
on Plan M-73 NB and Lots 149 and 159, Pcl. 18311 SST on
Plan M-73 NB**

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

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

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

And whereas By-law No. 2004-031 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered Administrative Report CGP-027-2015 at May 19, 2015 Regular meeting of Council and directed to staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with 2415577 Ontario Ltd. for consideration at the May 19, 2015 Regular meeting of Council;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2004-031 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between 2415577 Ontario Ltd. as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land described as Lots 148 and 158 on Plan M-73 NB, Parcel 18310 SST and Lots 149 and 159 on Plan M-73 NB, Parcel 18311 SST in the amount of \$4,400.00 plus H.S.T. and other such considerations outlined in the said agreement;
4. That the Mayor and Clerk be hereby authorized and directed to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and any and all other documentation necessary to complete the sale of land transaction.

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 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

OFFER TO PURCHASE

2415577 Ontario Ltd.,

(as "Purchaser"), having inspected the property, hereby agree to and with

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES,

(as "Vendor") to purchase the property being:

PCL 18310SST Lot 148 & 158, PCL 18311SST Lot 149 & 159 PLAN M73NB;
TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

(herein called the "Real Property") at the price of \$ 4,400 payable 10% to Kemp Pirie as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

Upon the closing of this purchase requirement and with the approved Deeming By-law by the City, this Offer to Purchase shall the Purchaser to deem the purchasing lots together and with the Purchaser's current abutting property which includes namely PCL 18311SST Lot 151; PCL 18310SST Lot 150; and PCL 24291SST Lot 152 & Lot 153 PLAN M73NB. The Solicitor shall register the Deeming By-law and Transfer of the land at the same time. The application cost for deeming is waived by the Vendor (The City).

Upon the closing of this purchase agreement, the Purchaser shall follow the City building codes and requirements as the future construction of the new building at the property. Lot grading alterations will require prior approval of the City. The purchaser is required to ensure that all storm water is managed on the property and does not enter onto abutting property or onto City streets. At the discretion of the City, a lot grading plan prepared by a professional engineer licensed to practice in Ontario (P.Eng.) may be required. At the discretion of the City, a Site Plan Control Agreement may be required.

RELEASE OF INFORMATION:

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

DEFICIENCY NOTICES AND WORK ORDERS:

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has

not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

ADOPTION OF LSUC - OBA DOCUMENT REGISTRATION AGREEMENT

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

ACCEPTANCE:

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 30th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

TITLE:

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

REQUISITIONS:

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

SURVEYS AND DOCUMENTS:

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as is in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion,

the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

CLOSING:

This Agreement shall be completed on or before June 30, 2015 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

INSPECTION OF PROPERTY:

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

ADJUSTMENTS:

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

COSTS:

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Purchaser in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor. The Purchaser is required to pay all legal costs, theirs and the Vendors, for the land transfer and name changes if required, as well as deeming by-law.

PLANNING ACT COMPLIANCE:

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

SPOUSAL CONSENT:

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse

of the Vendor shall execute the Transfer/Deed to consent thereto.

RESIDENCY OF VENDOR:

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

FACSIMILE:

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

COUNTERPART:

This agreement may but need not be executed in counterpart.

TIME OF ESSENCE:

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

G.S.T./H.S.T.:

This transaction is subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act*, 2009, S.O. 2009, C.34, and such G.S.T./H.S.T. is in addition to and not included in the purchase price.

The Purchaser is registered under the Act and shall provide the Vendor and his solicitor with proof of his G.S.T./H.S.T. registration and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor.

REPRESENTATIONS AND WARRANTIES:

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

TENDER:

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

COSTS OF REGISTRATION:

The Purchaser is required to pay the costs of registration and taxes for both parties' documents.

GENDER:

KEMP PIRIE

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This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

SIGNED, SEALED AND DELIVERED this 14th day of May, 2015.

In the presence of:

Purchaser: ONTARIO LTD.

Per: 

, President (Adolph Ng)

Per: 

, Director (Man Hon Ng)

We have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this day of , 2015.

Vendor: **THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

Carman Kidd, Mayor

David B. Treen, Clerk

We have authority to bind the Corporation.

Purchaser's Address:

2415577 Ontario Ltd.
40 Patricia Avenue
North York, Ontario M2M 1H8

Phone Number: (647)204-2998

Fax Number: (416)221-3784

Vendor's Address:

City of Temiskaming Shores
Attn: David B. Treen, Clerk
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario P0J 1K0

Phone Number: (705)672-3363 ext 4136

Fax Number: (705)672-3200

KEMP PIRIE

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Purchaser's Solicitor:

KEMP PIRIE

P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: George W. Kemp

Phone Number: (705) 647-7353

Fax Number: (705) 647-6473

Vendor's Solicitor:

KEMP PIRIE

P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: George W. Kemp

Phone Number: (705) 647-7353

Fax Number: (705) 647-6473

The Corporation of the City of Temiskaming Shores

By-law No. 2015-112

**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
325 Niven Street South – Roll Nos. 54-18-030-007-223.03**

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 Council considered Administrative Report No. CGP-027-2015 at the May 19, 2015 Regular meeting of Council and directed staff to prepare the necessary by to deem Lots 148, 149, 150, 151, 152, 153, 158 and 159 on Plan M-73 NB to no longer be Lots on a Plan of Subdivision for consideration at the May 19, 2015 Regular meeting of Council;

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 follows:

325 Niven Street South

Parcel 24291SST	Plan M-73NB	Lots 152 and 153
Parcel 18310SST	Plan M-73 NB	Lots 148, 150, and 158
Parcel 18311SST	Plan M-73 NB	Lots 149, 151, and 159

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.

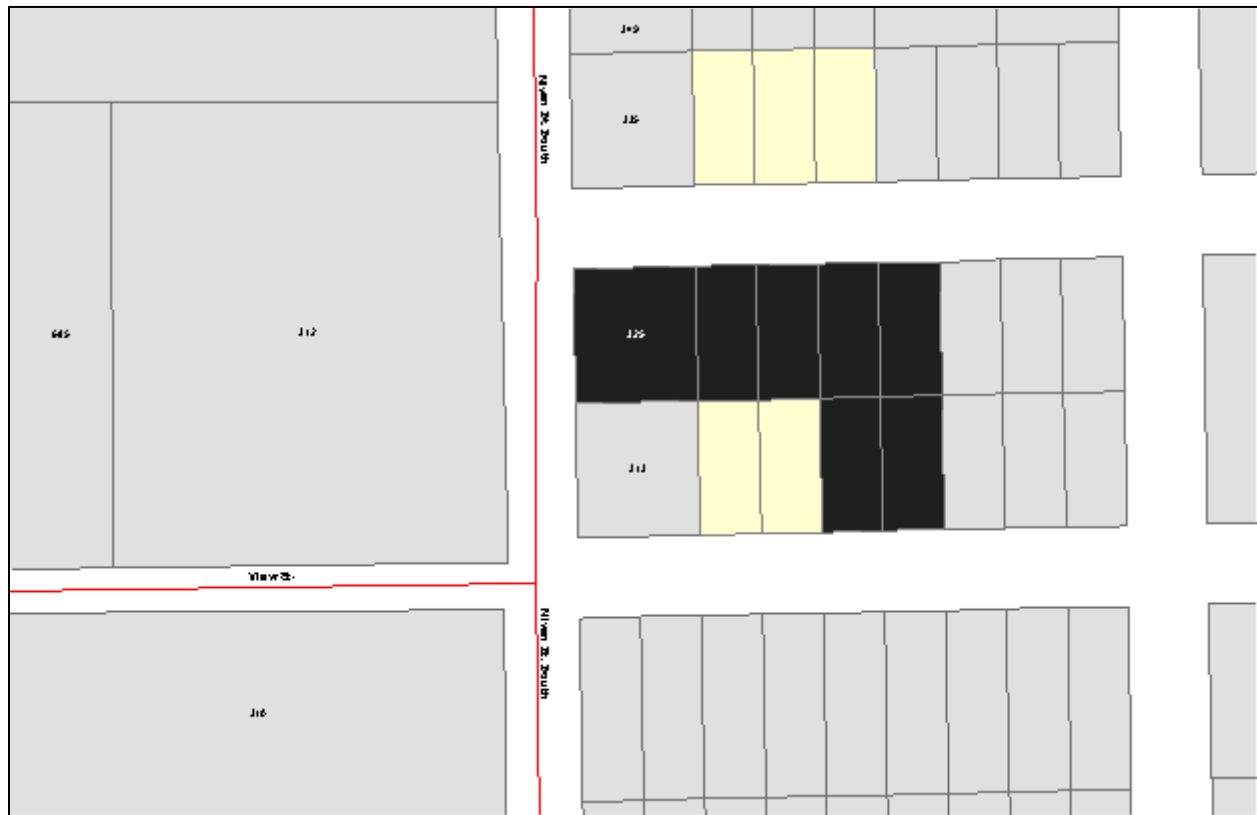
Read a first, second and third time and finally passed this 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



325 Niven Street South

2415577 Ontario Limited

The Corporation of the City of Temiskaming Shores

By-law No. 2015-113

**Being a by-law to authorize Temporary Road Closures, control
the direction of traffic and limit the traffic on certain streets
for the Bikers Reunion / Summerfest Event**

Whereas under Section 27, of the Municipal Act, S.O. 2001, c.25, as amended, a municipality may pass by-laws in respect of a highway if it has jurisdiction over the highway;

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

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to temporarily close roads, change traffic directions and limit traffic on certain streets for the Bikers Reunion / Summerfest event.

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

1. That the following roads shall be temporarily closed or experience traffic direction changes or traffic limitations on the date and time specified below for the Bikers Reunion / Summerfest event:

- a) **Bikers Reunion – Friday, June 26, 2015 at 6:00 a.m. to Monday, June 29, 2015 at 6:00 a.m.**

Traffic Change:

Sharpe Street and May Street from the intersection of Armstrong Street and Sharpe Street to the intersection of May Street and Riverside Drive (south entrance) become a one-way route in a southerly direction with limited access to motorcycles, RVs, local residential traffic and designated persons.

Road Closures:

- Whitewood Avenue from Armstrong Street to May Street
- Riverside Drive from May Street (north entrance) to John's Tackle Box

- b) **Summerfest – Friday, June 26, 2015 at 6:00 a.m. to Saturday, June 27, 2015 at 6:00 p.m.**

Road Closures:

- Armstrong Street from Church Street to Cedar Avenue
- Whitewood Avenue from Paget Street to Armstrong Street

- c) **Fireworks – Saturday, June 27, 2015 at 6:00 p.m. to 11:59 p.m.**

Road Closures:

- Fleming Drive from Montgomery Avenue to Melville Street
- Melville Street from Fleming Drive to Lakeshore Road
- White's Drive from Melville Street to Beach Blvd.
- Beach Blvd. from White's Drive to Lakeshore Road North

- d) **Church Street – Friday, June 26, 2015 at 6:00 a.m. to Monday, June 29, 2015 at 8:00 a.m.**

Traffic Change:

Church Street to reverse the one-way direction east from Wellington Street to Armstrong Street

- e) **Sharpe Street – Friday, June 26, 2015 at 6:00 a.m. to Monday, June 29, 2015 at 8:00 a.m.**

Traffic Change:

Sharpe Street to reverse the one-way direction west from Armstrong Street to Wellington Street.

Read a first, second and third time and finally passed this 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-114

**Being a by-law to amend By-law No. 2012-101 (Traffic By-law)
Prohibiting Parking on the East side of Paget Street from
Whitewood Avenue to Dymond Avenue**

Whereas Section 10(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

And whereas Section 102.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any by-laws respecting the parking, standing or stopping of vehicles;

And whereas the Council of the Corporation of the City of Temiskaming Shores has adopted By-law No. 2012-101 on November 6, 2012 regulating traffic and parking of vehicles in the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-026-2015 at the May 5, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to amend By-law No. 2012-101 (Traffic By-law) restricting parking on the East side of Paget Street effective June 1, 2015;

And whereas the Council of the Corporation of the City of Temiskaming Shores deems it necessary to amend By-law No. 2012-101, being a by-law to regulate traffic and parking of vehicles in the City of Temiskaming Shores;

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

1. That Council hereby amends By-law No. 2012-101, more specifically Appendix 9 – Table (d) Parking is limited to 90 minutes, between 9:00 a.m. and 6:00 p.m. Monday to Saturday of Schedule “A” as follows:

Item 14 which reads:

14	Paget Street	Both	Whitewood Avenue	Church Street
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Changes to:

14	Paget Street	West	Whitewood Avenue	Church Street
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2. That Council hereby amends By-law No. 2012-101, more specifically Appendix 9 – Table (f) Parking is prohibited during specified time periods of Schedule “A” by adding the following:

	Street	Side	From	To	Time period
8	Paget Street	East	Whitewood Avenue	Dymond Street	Between 7:00 a.m. and 5:00 pm daily excluding Saturday, Sunday and Statutory Holidays.

3. That Council hereby amends By-law No. 2012-101, more specifically Appendix 18 – Off Street Accessible Parking Spaces of Schedule “A” as follows:

Item 15 which reads:

	Street	Intersection	Directional Location	Description
15	Paget Street		East side of Paget Street	One parking stall in front of the Northern Telephone building

Changes to:

	Street	Intersection	Directional Location	Description
15	Paget Street		West side of Paget Street	One parking stall in front of 30 Paget Street

4. That this by-law shall come into force and take effect on the date of its final passing.
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 19th, day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2015-115

**Being a by-law to amend By-law No. 2012-039, as amended
being a by-law to adopt Schedules of Departmental User Fees
and Services for the City of Temiskaming Shores – Schedule
“D” Recreation Fees**

Whereas Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control;

And whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. RS-012-2015 (Pool Fitness – Fee Schedule) at the May 19, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to amend By-law 2012-039 (Fees By-law) to incorporate the 2015 Fool Fitness Centre Fee Schedule as proposed effective June 1st, 2015 for consideration at the May 19, 2015 Regular meeting of Council;

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

1. That Schedule “D” to Fees By-law No. 2012-039, as amended, Recreation Services be repealed in its entirety and replaced with Schedule “A” attached hereto and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen

Recreation Services		
Haileybury / New Liskeard Arena Hourly Ice Rates		
Category		Fee 2015
Youth		94.00
Adult		130.00
College/Cubs		110.00
Pick-up per Person		15.00
Ball Hockey/Lacrosse		36.00
School		46.00
Commercial		138.00

Haileybury / New Liskeard Arena Ice Surface	
Category	Fee
Non-profit per day/weekend	443.00
Local Commercial Event per day/weekend (i.e. Home & Trade Show)	901.00
Pubs (per day/weekend)	649.00
Commercial Use (i.e. Concerts, Circus)	1,339.00
<i>Note: If ice is still in, an additional \$500 is charged for floor. - All floor surface rentals include rental of the arena hall but does not include tables and chairs.</i>	

Non-resident Fees	
Category	Fee
For non-residents participating in programs offered by Temiskaming Shores Minor Hockey Association, New Liskeard Figure Skating Club, Haileybury Figure Skating Club, New Liskeard Cubs and New Liskeard Lions Midget Hockey Club	100.00

Ball Fields	
Category	New Liskeard/Haileybury/Dymond
	Fee 2015
Per Game/Team	24.00
Tournament/Per Day	105.00

Minor Ball/Per Game	18.00
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Soccer Fields	
Category	New Liskeard/Haileybury/Dymond
	Fee 2015
Per game/practice	\$ 18.00

Non-Resident fees	
Category	Fee
For non-residents participating in recreation programs held in municipal facilities or on municipal properties	20% of the program registration fees and membership fees

Hall Rental Fees

New Liskeard Arena Hall: 75 Wellington Street	
Category	Fee
Private Rental*	448.00
Second Day Rental	224.00
Community Services Clubs (Not-for-Profit)	224.00
Minor Sports (Youth programs/meetings/banquets/registration)	No charge based on availability
<p>*Note:</p> <p>\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.</p> <p>Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.</p>	
Details of Hall	
Seating Capacity	350
Size of Hall	85' x 50'
Tables available in hall	36 - 5' diameter round tables - seats 8
	11 – 8' long x 2 ½' side rectangular
Chairs	230 Dark blue
Stage	Not available
Dishes	Not available

New Liskeard Riverside Place: 55 Riverside Drive	
Category	Fee
Private Rental*	479.00
Second Day Rental	240.00
Community Services Clubs (Not-for-Profit)	240.00
Youth Sports	No charge based on availability
Meetings (under 3 hours)	124.00
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours. Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.	
Details of Hall	
Seating Capacity	Chairs Only 375
	Banquet & Dance 270
Size of Hall	75' x 37'
Tables (available in hall)	38 tables - 6' x 23 7/8" (rectangular)
	25 – 5' round tables (seats 8)
Chairs	227 Dark blue
Dishes	Available to rent
Screen	Available to rent

New Liskeard Community Hall: 90 Whitewood Avenue	
Category	Fee
Private Rental*	391.00
Second Day Rental	196.00
Community Services Clubs (Not-for-Profit)	196.00
Youth Sports	No charge based on availability
Meetings (under 3 hours)	124.00
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.	

Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.

Details of Hall	
Seating Capacity	Chairs Only 500
	Banquet & Dance 278
Size of Hall	45' x 65'
Available Chairs	102
Available Tables	25 rectangular
Stage	Large stage in hall
Dishes	Not available

Dymond Community Hall: 181 Drive Inn Theatre Road	
Category	Fee
Private Rental (includes bar and kitchen)*	237.00
Private Rental (2 nd day)*	119.00
Community Service Club (not-for-profit)	119.00
Youth Sports	No charge based on availability
*Note: \$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours. No charge for Dymond Fire Department, Recreation, Community and Police Board.	
Details of Hall	
Seating Capacity	175
Size of Hall	42' x 63'
Tables	29 - 6' x 34"
Chairs	175 - Orange and brown plastic
Stage (in hall)	In corner of hall – 2' x 6' x 2' diagonal

Haileybury Community Hall (Arena Hall): 400 Ferguson Avenue	
Category	Fee
Hall – includes bar and kitchen*	335.00

Hall – Second Day rental	168.00
Community Services Clubs (Not-for-Profit)	168.00
Minor Sports (Youth programs/meetings/ banquets/registration)	No charge based on availability
Meetings under 3 hours	124.00
<p>*Note:</p> <p>\$200.00 damage/cleaning deposit is required for all hall rentals over 3 hours.</p> <p>Teen Dances will not be booked in municipal halls on the same night of a teen dance at either of the two high schools; and, only one teen dance per night to be booked in municipal facilities. A police Officer must be in attendance at all teen dances. Long range bookings of teen dances are not allowed.</p>	
Details of Hall	
Seating Capacity(alcohol)	270
Seating Capacity - dining	231
Seating Capacity Dining & Dancing	190
Tables	17 – 8' rectangular tables 25 – 5' round tables
Chairs	200
Dishes	Not available

Harbour Front Rental: 451 Farr Drive	
Category	Fee
Per Hour	24.00
Per Day	124.00
Not for Profit	62.00
Capacity	
Standing Space	902
Dining or alcohol	328
Details	
Small kitchen with fridge	No stove
40 Chairs Available	

Haileybury Lions Den: 400 Ferguson Avenue
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Category	Fee
Per Hour	26.00
Per Day	124.00
Not for Profit	62.00
Capacity	
Seating Capacity (dining/alcohol/seating)	80
Tables	
Chairs	24 yellow and 36 red
Size of Hall	42' x 25'

Bucke Park					
	Tent	Trailer	Air Conditioner	Docking	Winter Storage
Day	\$ 25.00	\$ 35.00	\$ 16.50	\$ 15.00	
Week	\$ 154.50	\$ 206.00	\$ 58.85	\$ 77.25	
Month	\$ 463.50	\$ 618.00	\$ 147.13	\$ 154.50	
Seasonal		\$ 1,184.50	\$ 235.40	\$ 283.25	\$ 250.00
Winter Storage Sheds / Decks / Boat & Trailers (inclusive)					\$ 100.00
Daily Boat Launch Fee					\$ 10.00
Seasonal Boat Launch Fee (includes Summer trailer storage)					\$ 160.00

Municipal Marinas	
	Fee 2015
Seasonal per foot	\$ 30.00
More than 1 slip/boat using two slips (per foot)	\$ 33.00
Monthly per foot (includes 15% Admin fee)	\$ 34.35
Monthly more than 1 slip/boat (per foot) – includes 15% Admin fee	\$ 37.90
Seasonal rate for Personal Water Craft (i.e. sea-doo)	\$155.00
Hydro (Seasonal)	\$ 150.00
Hydro & Air Conditioner (Seasonal)	\$ 296.00
Key	\$ 20.00
Winter Boat Storage on Municipal Property – Yearly Fee	225.00

<p>Waterfront Pool and Fitness Centre: 77 Wellington Street For more info call 647-5709</p>
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Rates per Visits			
Facility	Adult	Youth / Senior/Student	Family
Pool	4.43	3.54	
Fitness Rooms	6.64	5.75	N/A
Squash	5.31	4.43	N/A
Squash racquet rental	3.10		
Book of 5 passes for all three (3) facilities	29.20	24.78	N/A
Book of 5 passes for Gym	23.89	19.47	N/A
Book of 5 passes for Pool	17.70	13.27	N/A
Book of 5 passes for Squash	22.12	17.70	N/A
Arthritic Program	3.32		
Aquafit	5.75		
Private Swim Lesson	25.00		
CP Program	4.20		
Membership Rates			
Fitness	Adult	Youth / Student / Senior	Family
1 month	53.10	44.25	134.29
3 months	138.50	110.84	350.31
6 months	247.70	196.02	619.78
1 year	439.43	280.31	1,111.37
Squash			
1 month	47.79	37.17	122.57
3 months	124.65	97.35	319.74
6 months	220.58	171.55	565.71
1 year	395.49	261.07	1,014.34
Pool			
1 month	39.38	35.40	84.07
3 months	102.65	75.22	219.29
6 months	181.73	132.74	388.02
1 year	325.89	196.24	695.75
Full			
1 month	84.07	58.85	233.63
3 months	219.19	153.54	609.47
6 months	388.02	271.68	1,078.27
1 year	695.75	486.73	1,933.48
Gym/Squash			
1 month	75.66	53.10	220.35

3 months	197.34	138.50	574.82
6 months	349.20	245.04	1,017.03
1 year	626.19	439.42	1,823.63
Snowbird Special			
	Gym	Pool	
8 months	191.15	130.26	
9 months	215.04	146.55	
10 months	238.94	162.83	
Pool Parties			
Option #1 4 extra large pepperoni/cheese pizzas, 12 pop, private pool with slide. Pool rental available for 100 people, supper is available for 12 people.			203.54
Option #2 12 people in the pool, 4 extra large pepperoni/cheese pizzas, 12 pop, Open Swim and one hour lounge rental.			142.56
Option #3 Anytime on the weekends during open swim and open lounge time			81.28
1 hour of pool rental without the slide			102.21
1 hour of pool rental with the slide			148.89
1 hour of pool rental for use by Temiskaming Board of Education			53.01
Waterfront Pool & Fitness Centre: 77 Wellington Street Rental of Lounge			
	Standard Rates		Non Profit Rental
1 hour	47.79		23.90
2 hours	87.30		43.65
3 hours	130.97		65.48
Full Day	191.15		95.58
1 hour private fitness class	21.68		
Aquatic Programs			
Program			
Aquafitness – 8 Classes			29.20
Aquafitness – 16 Classes			56.42
Aquafitness – 24 Classes			82.74
Aquafitness – drop-in rate			5.75
Arthritic Program (Physician approval required)			3.32
Swimming Lessons ½ hour class (9 classes)			48.60
Swimming Lessons 1 hour Class (9 classes)			72.50
Family Rate (9 classes)			121.00

Family Rate with 1 in 1 hour class (9 classes)	156.50
Swimming Lessons ½ hour class (10 classes)	54.00
Swimming Lessons 1 hour Class (10 classes)	80.50
Family Rate (10 classes)	134.50
Family Rate with 1 in 1 hour class (10 classes)	174.00
Swimming Lessons (Private) / Rate per lesson	21.00
Rookie (9 classes)	72.25
Ranger (9 classes)	72.25
Star (9 classes)	72.25
Bronze Star (9 classes)	72.25
Rookie (10 classes)	80.50
Ranger (10 classes)	80.50
Star (10 classes)	80.50
Bronze Star (10 classes)	80.50
Bronze Medallion	150.00
Bronze Cross	125.00
Bronze Cross with Standard First Aid	150.00
National Lifeguard Course	240.00
National Lifeguard Recertification	60.00
Lifesaving Swim Instructors	159.77
Lifesaving Instructors	124.25
Standard First Aid	110.00
Junior Lifeguard Club	107.50
Adult Swim Classes	80.50
Cardiopulmonary Fitness Classes	
Per class	4.20
8 classes	27.21
16 classes	54.42
24 classes	81.55
Arthritic Program	
Per class	3.32
8 classes	33.63
16 classes	67.26
24 classes	100.89

The Corporation of the City of Temiskaming Shores
By-law No. 2015-116
Being a by-law to enter into an agreement with Millier
Dickinson Blais Inc. for the completion of the
Temiskaming Shores Regional Cultural Sustainability
Plan

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. CGP-028-2015 at the May 19th, 2015 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Millier Dickinson Blais for the completion of the Temiskaming Shores Regional Cultural Sustainability Plan for consideration at the May 19th, 2015 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 Millier Dickinson Blais Inc. for the completion of the Temiskaming Shores Regional Cultural Sustainability Plan, in the amount of \$85,795.00 including 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 19th day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law 2015-116

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Dickinson Blais Inc.

for the preparation of the South Temiskaming Cultural
Sustainability Plan



Engagement Agreement

Between:

Millier Dickinson Blais Inc.
(“MDB”)

And:

The Corporation of the City of Temiskaming Shores
(the “Client”)

Temiskaming Shores Regional Cultural Sustainability Plan

MDB and the Client agree as follows:

1. **Services.** MDB will provide the services contemplated by this Agreement on the terms and conditions set out herein. The services that MDB will provide under this Agreement are described in MDB’s proposal dated March 19, 2015. (attached as Schedule B of this Agreement) with the exception of the following modifications: the replacement of the local contact person from Brigitte Auger to Felicity Buckell; and a revised project schedule/work plan to be agreed to by the client (collectively, the services are referred to herein as the “Services”).
2. **Fees and Expenses.** MDB agrees to provide the Services for the fees (plus applicable taxes) provided for in the Proposal (the “Fees”). MDB agrees that the Fees will not exceed a total of \$76,500.
3. **Invoicing.** MDB shall invoice for the Fees and the Expenses as per the following schedule. The Client will remit payment for the Fees and Expenses within thirty (30) days of issuance of the relevant invoice.

20% upon signage of the contract

Identical monthly invoices for the duration of the project (each invoice to identify specific tasks completed that month).

4. **Sub-Contractors.** If set forth in the Proposal, MDB will act as project manager and shall engage Felicity as a sub-consultant to provide certain of the Services. Provided that the Client pays MDB, MDB shall have the obligation to pay the Sub-Contractors for their performance of the Services. The Client shall not, without the written consent of MDB, engage the Sub-Contractors to perform any services

directly. The Client shall continue to communicate with MDB exclusively regarding the status and scope of the Services and all financial matters unless MDB agrees otherwise in writing.

5. **Additional Terms and Conditions.** The terms and conditions set out in Schedule A attached hereto are hereby incorporated by reference and shall form part of this Agreement. The terms set out in Schedule B attached hereto are incorporated to the extent that they do not conflict with the provisions of Sections 1 through 6, or Schedule A, of this Agreement.
6. Notice. Whenever any notice is required under this Agreement, it shall be given in writing to the following addresses:

To the Client:

City of Temiskaming Shores

P.O. Box 2050

325 Farr Drive

Haileybury, ON, P0J 1K0

Email: jfranks@temiskamingshores.ca

Attention: **James Franks, Economic Development Officer**

To MDB:

Millier Dickinson Blais

172 King Street East, 3rd floor

Toronto, ON, M5A 1J3

Email: gbaeker@millierdickinsonblais.com

Attention: **Greg Baeker, Director of Cultural Development**

Notice shall be deemed given the day following the day of delivery, if delivered personally, by fax or email, and effective five (5) days after deposit in the mail of a written notice addressed as above and sent by first class mail. Either party may change the address for notice by notifying the other party of such change in accordance with this Section 8.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Municipal Seal)
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**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01

Standard Terms and Conditions of Engagement

1. **Terms to Govern.** These Standard Terms and Conditions of Engagement (“Terms”) will govern the terms of your engagement of Millier Dickinson Blais Inc. (“MDB”) unless these Terms are expressly excluded or varied by the terms of the engagement agreement to which these terms are attached (the “Engagement Agreement”). The Engagement Agreement and the Schedules attached thereto (including the Terms) are collectively referred to herein as the “Agreement”.
2. **Termination.** Unless terminated earlier as provided below, the term of the Agreement will end on the date when the deliverables required under the Proposal (as such term is defined in the Engagement Agreement) are delivered to the Client (as such term is defined in the Engagement Agreement). The Client has the right to terminate the Agreement and the Services by providing thirty (30) days written notice to MDB of its intention to terminate the Agreement. In the event that the Client terminates the Agreement, the Client shall pay MDB full compensation for Fees (as such term is defined in the Engagement Agreement, at the prices provided for in the Proposal) and Expenses (as such term is defined in the Engagement Agreement) incurred by it up to the termination date, as well as for reasonable time and expenses to bring its services (and those of the Sub-Contractors (as such term is defined in the Engagement Agreement) to a close in a prompt and orderly manner. MDB has the right to terminate this Agreement if the Client does not fulfill any of its obligations under the Agreement. Before exercising this right to terminate, MDB will provide the Client with twenty (20) days written notice to remedy such breach. While waiting for the Client to remedy its breach of its obligations, MDB shall have the right to suspend any and all of the Services. If MDB exercises its right to terminate this Agreement, it will not be responsible for any loss, cost or expense resulting from such termination. For certainty, except as expressly provided for in Section 2 of the Engagement Agreement, MDB shall not be required to make any delivery of any deliverable until they have been paid in full for the services rendered.
3. **Internet Communication.** The Client recognizes and accept the risks associated with communicating by e-mail, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality. Unless the Client requests in writing that MDB not communicate with the Client by e-mail, MDB accepts no responsibility or liability in respect of risk associated with its use.
4. **Basis of Advice.** MDB will base its conclusions on the facts and assumptions that the Client provides to it and MDB will not independently verify this information. MDB’s conclusions will not otherwise take into account or anticipate any changes

in law or business practices, by way of judicial, governmental or legislative action or interpretation. Unless the Client specifically request otherwise, MDB will not update its advice to take any such changes into account.

5. **Client Responsibility.** The Client is responsible for providing MDB with timely access to and disclosure of all relevant data, records, systems and information, and for the accuracy and completeness of all data, records and information provided to MDB to perform the Services. The Client will indemnify MDB, its officers, directors, employees, agents and advisors from all such claims, liabilities, costs and expenses (including legal fees and disbursements) that arise out of or in connection with the Client’s act or action, omission, default, misrepresentation or misstatement, including any of the same in respect of or contained in any data, records or information the Client supplied to MDB or the Sub-Contractors or ought to have supplied to MDB or the Sub-Contractors.
6. **Confidentiality.** MDB will treat as such all confidential business information of the Client that is obtained from the Client in the course of performing the Services and, except as described in this paragraph, will not use such information except in connection with the performance of the Services. MDB will be entitled to include a description of the Services it provided to the Client in marketing, proposal and research materials and disclose such information to third parties; provided that all such information will be rendered anonymous and not subject to association with the Client, the Client’s personnel, or identifiable issues, as the case may be. The restriction in this numbered paragraph 6 will not apply to any confidential information that MDB is required by law or order of any court or regulatory body with jurisdiction to disclose, that is in or subsequently enters the public domain, that is now or subsequently becomes known to MDB without breach of MDB’s confidentiality obligation, or that is independently developed by MDB.
7. **Release of Information.** The Client acknowledges that it is responsible for obtaining all consents required by law and under any applicable contracts or regulations in order for MDB to receive, use and retain any information required by MDB in connection with this Agreement. The Client represents and warrants that it has obtained all such consents required by law, contract or regulation and further consents to the receipt, use and retention by MDB of any information provided to MDB.
8. **Limitation on Liability.** MDB’s maximum liability to the client arising from any and all breaches of its obligations under this agreement shall be limited to the amount of fees paid to MDB for the services under this agreement. The client agrees that if the client has a claim against MDB and others, the client may only claim payment from MDB of its proportionate share of the total liability to the client based on MDB’s degree of fault for the harm to the client. In no event shall MDB be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits, opportunity costs or failure to recognize anticipated savings). MDB will not be liable in respect of any decisions made by the client based on its reports or other results of its services. For purposes of this paragraph, the term MDB includes its officers, directors,

agents, contractors, employees and advisors. This paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise. This limitation does not apply to matters finally determined to have resulted from the fraudulent actions of MDB in performing the services.

9. **Legal Proceedings.** In the event MDB is required (pursuant to government regulation, subpoena or other legal process) or requested by the Client to produce documents as a witness in relation to its services and MDB is not a party to such proceedings, the Client shall reimburse MDB at standard billing rates for consulting time and expenses, including reasonable legal fees, incurred in responding to such requests.
10. **Limitation Period.** No action, regardless of form, arising out of or relating to this engagement, the services or this agreement may be brought by either party more than one (1) year after all of the necessary elements for the cause of action have occurred, Except that an action for non-payment may be brought by a party not later than one (1) year following the date of the last payment due to such party hereunder.
11. **Independent Contractor.** It is understood and agreed that each party is an independent contractor. Nothing in the Engagement Agreement or these terms creates any relationship of principal and agent, partnership, joint venture or any other fiduciary relationship between the parties. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other party.
12. **Force Majeure.** MDB shall not be liable for delays in performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority or professional or other regulatory body with jurisdiction.
13. **Survival.** Numbered paragraphs 1 to 11 and 13 to 17 shall survive the expiration or termination of this Agreement.
14. **Successors and Assigns.** The Agreement shall be binding on both parties their respective and heirs, executors, successors and permitted assigns. Neither party may assign, transfer or delegate any of its rights or obligations under this engagement without the prior written consent of the other party.
15. **Severability.** In the event that any provision of the terms of the Agreement are held to be invalid, void and unenforceable, then the remainder of the terms of the Agreement shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent of the law.
16. **Entire Agreement.** These terms of the Agreement constitute the entire agreement between the parties concerning this engagement and supersede all other oral and

written representations, understandings or agreements relating to the subject matter hereof.

17. **Governing Law and Jurisdiction.** The Agreement shall be subject to and governed by the laws of the Province of Ontario and all disputes arising hereunder or related thereto shall be subject to the jurisdiction of the Courts of the Province of Ontario, sitting in Kingston.
18. **Reports. Unless otherwise provided for in the Proposal.** The Client acknowledges and agrees that MDB shall retain all right, title and interest in and to its methodologies, techniques and processes for providing the Services, (collectively, the “ACF Intellectual Property”). “ACF Intellectual Property” includes, without limitation, all rights to copyrights, trademarks, trade names, business names, trading styles, innovations, discoveries, industrial designs, trade secrets, analysis methodology and presentation, and any information of a confidential nature belonging to MDB. Any report delivered by MDB as a deliverable under Section 2 of the Engagement Agreement will be the property of the Client. Notwithstanding the Client’s ownership of the report, unless otherwise provided for in the Proposal, the Client shall not utilize or re-publish any excerpts of the report without obtaining the consent of MDB and properly crediting MDB’s report as the source of the excerpt.



Appendix 02 to
Schedule "A" to

By-law No. 2015-116

Millier Dickinson Blais
Proposal



Proposal of Services

Temiskaming Shores Regional Cultural Sustainability Plan

In conjunction with Brigitte Auger

March 19, 2015

Ms. Alexandra Jackson
Cultural Coordinator
City of Temiskaming Shores
325 Farr Drive
Temiskaming Shores, ON P0J1K0

RE: CGP-RFP-002-2015 Regional Cultural Sustainability Plan

Dear Ms. Alexandra,

The City of Temiskaming Shores is to be congratulated on its leadership among smaller Northern communities in Ontario in recognizing the importance of culture and cultural resources to future economic prosperity and overall quality of life in the community. Beginning with the Cultural Mapping Project undertaken in 2009 and the Cultural Plan undertaken in 2013, and now the launch of a Regional Cultural Sustainability Plan, the City has adopted a thoughtful and comprehensive approach to making culture a central consideration in the sustainable future of the community.

The Request for Proposal sets out a very clear goal and set of objectives that have guided the development of our proposed approach to undertaking the assignment. We have also assembled a team we believe to be ideally suited to delivering on these outcomes.

- **Millier Dickinson Blais / AuthentiCity** – Millier Dickinson Blais is the country's largest economic development firm and brings local knowledge to the project having completed the City of Temiskaming Shores Marketing Strategy: 2010-2012. AuthentiCity, a nationally recognized leader in cultural mapping and municipal cultural planning merged with Millier Dickinson Blais in 2011 bringing the combined experience of both firms to the project. AuthentiCity has worked in similar small northern communities such as the Municipality of Greenstone.
- **Brigitte Auger** – Brigitte is a respected local facilitator who has worked with a wide range of for-profit and not-for-profit groups in the region in helping build shared vision and consensus related to the future of these organizations or groups. Brigitte brings a wealth of knowledge of the community critical to shaping sustainability plans responsive to local conditions and needs. Brigitte participated in a number of meetings leading up to the adoption of the Municipal Cultural Plan. She will be an invaluable asset in building local capacity for cultural development.



We confirm that our combined team brings the bilingual capabilities to support all aspects of community engagement for the project. We have working relationships with a number of Toronto-based translation firms for the final report, but would also be happy to contract with a local firm should one be available.

We confirm that our project team can meet the obligations and timelines set out in the RFP and have no conflict of interest in undertaking the work. Should you have any questions, please contact Mr. Greg Baeker at (416) 367-3535 ext. 228.

Sincerely,

Greg Baeker,
Director of Cultural Development
Millier Dickinson Blais Inc



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1 Introduction and Understanding of Project

The City of Temiskaming Shores (hereafter the City) is to be congratulated in the leadership it has shown in completing both a cultural mapping project and a municipal cultural plan, supported by funding from the Ontario Ministry of Culture. The City was one of the 'early adopters' of funding from the Ministry to undertake this work.

This leadership stems from the City's clear understanding of the central role cultural resources will play in the community's future. Specifically, the Municipal Cultural Plan cites the role played by cultural resources and cultural groups or organizations in contributing to the quality of life needed to attract new residents to the community. It also recognizes that this same quality of life, enriched by Temiskaming Shores as a creative and vibrant cultural hub, is a magnet critical to attracting and retaining young talent and new businesses and investment.

However, the City also recognizes that as assets and groups become larger and more diverse, challenges arise in coordinating, communicating, and maintaining interest or commitments. This is even more so when the nature of the relationships are voluntary. The diversity of cultural assets in Temiskaming Shores' various communities has resulted in the important realization that these relationships, if they are to remain healthy and relevant, must have the mechanisms, connections, and champions that will allow for greater stability and long-term sustainability. As such, the undertaking of a Regional Cultural Sustainability Plan will assist the City in setting in place the mechanisms required to support its cultural vibrancy.

Millier Dickinson Blais understands that to accomplish this task the City requires a consulting team experienced in cultural planning and capacity building. In addition, it is also understood that the City is looking for the development of twenty individual sustainability plans for art and cultural based committees in South Temiskaming.

One of the unique strengths Millier Dickinson Blais brings to the project is the extensive experience working in smaller and rural based communities, specifically in a cultural planning context. This experience includes over 30 successfully implemented cultural plans and mapping projects. One of the systemic challenges facing cultural organizations or groups in communities of all sizes and circumstances is the challenge of recruiting and sustaining volunteers. This situation is especially serious in smaller communities where a great many of cultural groups are supported entirely or in large part by volunteers. All communities are facing challenges recruiting a new generation of volunteers to take over leadership positions from an aging volunteer base.

In addition, Millier Dickinson Blais has partnered with Brigitte Auger - a respected local facilitator - who has worked with a wide range of for-profit and not-for-profit groups in the region in helping build shared vision and consensus related to the future of these organizations or groups. Brigitte brings a wealth of knowledge of the community critical to shaping sustainability plans responsive to local conditions and



needs. Brigitte participated in a number of meetings leading up to the adoption of the Municipal Cultural Plan. She will be an invaluable asset in building local capacity for cultural development.

Lastly, Millier Dickinson Blais recognizes that is the intent of the City that the plan(s) be 'community driven.' Similar to its Municipal Cultural Plan, without the necessary buy-in it will be difficult in implementing actions moving forward. As such, Millier Dickinson Blais has prepared a community driven process deigned to build buy-in and support for sustainability strategies at a regional level as well as at the level of individual cultural groups.



2 Project Team and References

2.1 Millier Dickinson Blais Inc

Millier Dickinson Blais Inc. was established in 2007 and is Canada's largest strategic planning and economic development specialist firm. The company brings extensive experience working with communities of all sizes and economic circumstances to develop successful planning, economic and cultural development strategies. Over the past several years, a significant focus of Millier Dickinson Blais' work has focused on new types of economic development strategies and assumptions to assist cities confronting fundamentally new economic realities stemming from a decline in manufacturing and traditional industries and rise of the creative economy.

AuthentiCity: Cultural Development Division

An increasingly important component of municipal strategic planning is the role of culture in growing local economies and enhancing quality of life. It was for this reason that in 2010 Millier Dickinson Blais completed a merger with AuthentiCity, one of the country's leading cultural planning firms to form a new Cultural Development Division. The merger of Millier Dickinson Blais and AuthentiCity has brought the strengths of the two firms together to create a unique blend of skills and experience capable of pushing the practice of cultural planning and culture-led economic development to a new level. The combined experience of the firms in cultural mapping, cultural planning, culture-led economic development, land use planning, and innovative community engagement strategies offers clients a unique depth of knowledge and experience.

Since 2010, when AuthentiCity merged as a division under Millier Dickinson Blais, the Firm has continued to be a trusted source of professional and innovative cultural planning, mapping, and capacity building in communities in rural and urban landscapes across the Country, including:

Small Communities < 25,000	Medium Communities 25,000-150,000	Large Communities > 150,000
Municipality of Greenstone Town of Midland Town of Gravenhurst Town of Minto Town of Wellington North	Lambton County City of North Bay City of Kawartha Lakes Greater Sudbury Hastings County	City of Regina City of Toronto Town of Richmond Hill City of Coquitlam City of Detroit



2.1.1 Millier Dickinson Blais Team Members

Greg Baeker, PhD ACCA

Greg is Director of Cultural Development at Millier Dickinson Blais and one of Canada's leading thinkers and practitioners in cultural planning and development. Greg brings over 35 years of experience in senior leadership positions in the cultural field in Canada as a cultural manager, policy maker, cultural planner and academic. Greg founded AuthentiCity in 2006 which quickly established itself as a nationally recognized leader in cultural planning, cultural mapping, cultural and creative industries sector strategies, and culture-led economic development, many of which are now considered best practices.

Prior to the merger of AuthentiCity and Millier Dickinson Blais in 2010, Greg had completed some of the most widely recognized best practices in cultural planning in rural areas. The best known of these was the Cultural Strategic Plan for Prince Edward County which was credited with introducing mechanisms such as Cultural Roundtables (the first in the province), annual Cultural Summits to connect individuals and organizations interested in the future of cultural development in the County, and other networking and partnership building strategies. The Cultural Strategic Plan was also credited with leveraging cultural resources to drive economic renewal and development. Greg's leadership of the Canadian Artists' Representation/ le Font des artistes canadiens (CARFAC) led project Resources for the Visual, Media and Craft Based Sector in Ontario in 2012 focused on identifying capacity building tools and resources and generating recommendations for developing a portal to make these resources available online, as well as serving as a platform for dialogue and exchange for individuals working in these sectors across the province.

Greg is a sought after speaker at professional conferences and workshops with a reputation for communicating effectively with a wide range of audiences. Greg has a Masters in Museum Studies from the University of Toronto and a PhD in Urban and Regional Planning from the University of Waterloo. The PhD was the first in Canada devoted to cultural planning.

Greg's experience in cultural planning, community engagement and capacity building will be crucial to the Project's success. Greg will lead the Project Team and be the primary liaison between the Project Team and the Temiskaming Shores' Cultural Coordinator and Steering Committee, and he will oversee all aspects of the project's lifecycle.

Jason Dias, BURPI

Jason is a Senior Development Analyst with Millier Dickinson Blais. He is a graduate of Ryerson University's Urban and Regional Planning Program. Through his four years at Millier Dickinson Blais, Jason has been able to demonstrate high value assistance and work to many economic and cultural development initiatives across Canada and the United States. He is extremely capable at conducting and directing original research in a wide range of fields, and synthesizing findings that add value to clients' needs. Jason has contributed to projects



associated with economic base analysis, economic and community development, downtown revitalization, cultural development, asset mapping and cultural asset mapping, incubator feasibility studies, workforce development strategies, and corporate strategic planning.

Jason brings extensive experience working with northern communities. He assisted Greg in completing the Municipality of Greenstone's Cultural Plan and has been involved in a range of other work across northern Ontario. Jason has contributed to completing the Sport Tourism plan in Hearst, Ontario. In each of these projects, Jason has collaborated and conducted interviews, focus groups and workshops with local representative groups including but not limited to aboriginal and francophone communities.

Jason's background in the asset mapping and cultural planning, combined with stakeholder engagement and workshop leadership, will be an important contribution to the Project's consultation processes and strategic recommendations.

Erle Lamothe, MA

Erle is a Senior Development Analyst at Millier Dickinson Blais Inc., where he joined in early 2014, initially as a Development Analyst. He holds a dual BA in Political Science and Human Environment and an MA in Public Policy and Public Administration, both from Concordia University. His Masters' thesis focussed on collective action and network development among non-profit organizations and he is an expert in organizational theory, where he has been both a researcher and directly involved in capacity building roles since 2009. Erle's core competencies are in qualitative and quantitative research design, stakeholder engagement, and critical thinking. Having lived and worked in Montreal for over 15 years, Erle has also become proficient in speaking French.

Since joining Millier Dickinson Blais, Erle has contributed to a variety of projects designed to enhance and improve organizational capacity, such as a Prescott Russell Tourism Strategic Plan, the Greenbelt Fund's OntarioFresh.ca Strategic Plan, and Eastern Ontario Trails Alliance's Strategic Plan and Business Plan. Erle has also been involved in research associated with economic and labour force development. His French-speaking skills have also contributed to projects involving high concentrations of Franco-Ontarians, such as the Town of Hearst, United Counties of Prescott and Russell, and, again, with Tourism Prescott Russell, in addition to other consultative or stakeholder interview processes as required.

Erle's hands on and academic experience in collective action, capacity building and organizational theory will provide the Project Team with expertise on the subject of network development and organizational sustainability. He brings a natural ease in working with groups of all sizes. His French speaking capabilities will be assets to the stakeholder engagement process.



2.2 Local Collaborator, Brigitte Auger

Brigitte Auger, BA was born and raised in South Temiskaming, where after completing her post-secondary education, she returned to raise her family. She has a strong knowledge of the area and its art and cultural organizations.

For more than twenty years, Brigitte has been involved in capacity building among many of Temiskaming's individuals, groups, and organizations, in the fields of social work, mental health, education, and, over the last seven years, as a certified Professional Life Coach. Throughout her career, Brigitte has facilitated hundreds of groups within the non-profit sector. Her core strength is the ability to ask powerful questions that bring forth consensus and a common vision. A current example of this ability is Brigitte's current engagement with the City for the past three years. Specifically, Enterprise Temiskaming, a program administered by the City of Temiskaming Shores has hired Brigitte to facilitate several sessions with entrepreneurs.

Brigitte is fluent in both English and French. Her past work in several First Nations communities has provided her with an excellent understanding of the Aboriginal culture in eastern Ontario. She is also an avid artist and has an extensive circle of creative cohorts.

Brigitte's local knowledge of community groups and individuals associated with arts and culture in Temiskaming Shores will help the project team form connections to local stakeholders, and her residence in the area will make her a key in-person-liaison for routine Steering Committee meetings.

2.3 Team Experience

2.3.1 Local Experience and Northern Context

Temiskaming Shores Marketing Strategy 2010-2012

Millier Dickinson Blais was engaged by the City of Temiskaming Shores to conduct a consultation process, community assessment and gap analysis with the objective of making recommendations on the priorities for proposed marketing strategies. An outcome of this work is a clear indication that Temiskaming Shores has competitive strengths and weaknesses that distinguish it from its neighbours. These unique differences offer opportunities that should be capitalized upon and barriers that need to be ameliorated in order to increase local wealth.

The City's staff, respective municipal Councils and people in the community want to see the City more proactive and more focused on achieving specific deliverables. Because the City of Temiskaming Shores is a relatively new municipality, there is a lot of enthusiasm about making progressive change in order to meet the competitive challenges of the future. The Marketing Strategy provides a structure for that new direction and focus. Identified within are a number of recommendations that will bring focus to activities.



The emphasis of the document was to transition the City of Temiskaming Shores to an area that is economically diversified and has an image that encourages new investment.

Reference: James Franks, Economic Development & Funding Coordinator, City of Temiskaming Shores, 705.672.3363 x4137, jfranks@temiskamingshores.ca

Greenstone Cultural Plan: A Community of Communities

In 2013, the Municipality of Greenstone recognized that cultural planning was an essential economic development tool. As such Millier Dickinson Blais was engaged to assist in educating both the Community and Council on how cultural planning and development will assist Greenstone in attracting investment, supporting creative talent, and improving tourism opportunities. The Cultural Plan crafted provided a strategy and recommended actions to leverage cultural resources to build a prosperous and sustainable economy, to improve quality of life across the municipality, and to sustain and strengthen community cohesion and civic pride.

The Cultural Plan was the latest in a series of planning initiatives undertaken over several years to plan for the long-term sustainability of the community. The process of developing the Cultural Plan was supported by Municipal staff and overseen by a Steering Committee comprised of community members. Members of the Steering Committee were formally introduced as the community's initial Cultural Roundtable group. That Cultural Roundtable continues to support ongoing arts and cultural activities across Greenstone today.

The process involved extensive community engagement to ensure that the Plan was grounded in the specific needs of the community.

Reference: Vicki Blanchard, Economic Development Manager, The Corporation of the Municipality of Sioux Lookout, 807.737.2700 x2228, vblanchard@siouxlookout.ca

2.3.2 Recent Work Completed in Both Languages

2014 Tourisme Prescott Russell Tourism Strategic Plan

Tourisme Prescott Russell Tourism (TPRT) is a regional tourism organization responsible primarily for managing a membership of tourism operators and promoting regional tourism in the Unite Counties of Prescott and Russell. Millier Dickinson Blais was engaged by TPRT in 2014 to develop a strategic plan. The Plan captured the essence, needs and spirit of local tourism operators and the bilingual character of its people, resulting in a document that was accessible with concrete actions to maximize TPRT's strategic goals.

Through active community engagement with membership and stakeholders via consultation and online surveys, Millier Dickinson Blais provided TPRT with the tools for effective organizational management, marketing, and performance measurement. Community engagement was conducted in both French and English, with MDB staff facilitating workshops and working with TPRT's Executive Director to develop French and English online surveys. MDB's contributions specifically developed a decision making rubric for determining which



partners are most fitting to lead projects or initiatives given their areas of expertise and position in institutional hierarchies and which partners are most ideally suited to be supporters of leadership and contribute their strengths as required. An action plan for operations management, marketing and performance measurement provided the organization a blueprint for moving forward over the next five years.

Reference: Martin Lacelle, Executive Director & Supervisor of Tourism Marketing, 613-764-0478, mlacelle@tpvt.ca

2.3.3 Cultural Planning Experience of Similar Sized Communities

Town of Minto Municipal Cultural Plan

In 2011, AuthentiCity completed a municipal cultural plan for this small rural community in southwestern Ontario with a population of in 8,000 people. Similar to the Township of Algonquin Highlands, Minto is made up of a series of small villages each with their own histories and unique identities. A strong focus of the plan was acknowledging these differences while shaping a unified cultural vision of the unique culture and identity of the entire Town, and concrete strategies to advance this vision. The planning process involved extensive community engagement in the form of interview, community forums, focus groups and a community survey. It also involved a community-driven cultural mapping initiative that generated an interactive GIS map used to profile cultural assets and tell community stories. The final plan set out a clear vision and 10-year plan to guide the collective actions of the municipality and the community, including a detailed 10-year implementation plan and ongoing evaluation mechanisms.

Reference: Mayor George Bridge, Town of Minto, 519-323-1642, georgeabridge@gmail.com



3 Project Methodology

3.1 Phase I: Start-up and Preliminary Information Gathering

3.1.1 Conference Call with Cultural Coordinator

On initiation of the Project, The Project Team will arrange a conference call with Temiskaming Shores' Cultural Coordinator and any other relevant municipal staff. The purpose of the meeting will be to review overall project goals, objectives and terms of reference, and to confirm reporting schedules and project milestones. Other issues to be addressed during this start-up meeting include:

- Establishing a date for the first meeting of the Steering Committee
- Confirm a list of possible Cultural Committees (up to 20) and representatives within each committee
- Identifying and relevant plans or background documents and data for review

The RFP was not explicit about whether a Steering Committee would be formed to support and provide guidance to the consultants in undertaking the assignment. We strongly believe a select group of community and cultural leaders (drawn from individuals who played a leadership role in the development of the Municipal Cultural Plan) would be of great benefit to the project.

3.1.2 Communications and Community Engagement Plan

A strong Communications Plan is essential to increasing awareness of the project across the arts and culture community and supporting strong engagement. Among the elements of the communications program will be the following:

- **Key messages** – to ensure consistent communication throughout the project (a strong focus will be placed on connections between the municipal cultural plan and economic development agendas and opportunities)
- **Media releases** – to be prepared by the consultants for distribution at key milestones in the project

The Community Engagement portion of the Plan will set out details regarding all aspects of the engagement process, including a 'responsibility matrix' clarifying tasks to be completed by the consultants and support required from the Project Coordinator.



3.1.3 Background Review and Best Practices

Background Review

The Project Team will undertake an extensive review of existing documents, plans and data sources related to the culture sector in Temiskaming Shores or which are made available in regard to cultural groups or organizations. A preliminary strengths, weaknesses, opportunities, and threats analysis will be conducted to identify a baseline understanding of existing issues in the arts and culture community.

Best Practices

The Project Team will undertake a review of best practices as they pertain to the objectives of establishing an Arts Council or other umbrella body, a Resource Centre for cultural organizations and groups, and a cultural portal capable of being a share platform for sharing resources and facilitating exchanges. Best practice models in capacity building and sustainability strategies in non-profit organizations will also be reviewed.

The Best Practices guide will be a supporting component of the Regional Cultural Sustainability Plan. Cases will be drawn from other similar Canadian contexts.

3.1.4 Start Up Meeting with Steering Committee

At a pre-determined occasion, the Project Team will arrange a Start-up Meeting with the Project Steering Committee to cover the following (but not limited to):

- Identifying any additional research or data not previously provided by the Project Coordinator and any other documents important to the consultants' understanding of Temiskaming Shores' cultural planning context
- Obtaining cultural mapping data
- Confirming a working list of the various Cultural Committee's requiring Sustainability Plans and key contact persons for each committee, as well as arranging for an email of introduction to be sent from the Project Coordinator to identified representatives of each committee (a template for the email can be developed by the Project Team)
- Determining dates and times for regular monthly meetings, with Millier Dickinson Blais usually attending via conference line and local consultant, Brigitte Auger, attending either in person or by phone
- Clarifying the Project Work plan and finalizing a list of objectives and deliverables and corresponding timeline



The Project Lead, Greg Baeker, will attend the meeting in person with local consultant, Brigitte Auger, and with additional members of the Project Team joining via conference line.

3.2 Phase II: First-Round Consultations

At a point agreed upon during the Start-up Meeting with the Steering Committee, the entire Project Team will make arrangements to travel to Temiskaming Shores to conduct a preliminary round of community engagement in support of various elements of both the Regional Cultural Sustainability Plan and Individual Sustainability Plans for identified groups or organizations requiring committee-specific plans. In addition, some consultation can also be conducted via one-on-one interviews with identified stakeholders. These different forms of preliminary engagement are summarized in turn.

3.2.1 Regional Cultural Sustainability Plan Project Launch Events (Cultural Summit)

A community launch event will occur with representatives from the community at large, local arts and cultural groups, the Municipality, and the Project Team to identify a common vision for the Regional Cultural Sustainability Plan, its scope, objectives and goals. The event will serve two primary purposes:

1. Gain insight into the direction the community generally wants the Plan to go via an afternoon roundtable discussion. The roundtable results will be combined with the SWOT analysis of background materials.
2. Define key concepts collectively, including sustainability, arts and culture, and identify a preliminary draft vision, values, list of objectives, and actions.

The meeting will also be used as an opportunity to confirm committee-specific meetings between members of the Project Team and identified groups requiring Individual Sustainability Plans.

The Project Team will lead and facilitate the event, which will consist of discussion questions and break-out groups. The event will be hosted in English and French, and promotional materials sent out by the Project Coordinator will make it explicit that the event will be bilingual, and that participants will be encouraged to contribute in whichever language they are most comfortable. Millier Dickinson Blais will ensure at least one of its participants to the event is proficient in French and in addition Brigitte Auger's adeptness and experience in facilitating workshops in both languages will also be fundamental to ensuring a smooth event.

Recognizing geographic constraints **two cultural summits** will be conducted one in New Liskeard and one in Haileybury.



3.2.2 Consultations with Individual Organizations

Working from the list of groups and organizations, the Project Team will make arrangements to conduct facilitated on-site visioning and planning sessions with leaders of the individual groups. The format of each session will be a roundtable discussion to identify the guiding vision, objectives, potential challenges/barriers, and partnership opportunities.

The results of each session, in combination with secondary sources of information such documents or website information from the groups or organizations seeking sustainability plans for their committees, will accomplish two objectives:

1. In the short-term the combination of results from each session will highlight areas of overlap, convergence and divergence in individual direction, which will aid in the construction of the Regional Cultural Sustainability Plan
2. In the long-term the Project Team will have additional supporting material with which to develop preliminary drafts of the Individual Sustainability Plans

Based on identified preferences, the Project Team will ensure that any group or organization wishing to conduct the interviews in French will be able to do so with either an appointed member of Millier Dickinson Blais or Brigitte Auger.

3.2.3 One-on-one Interviews with Government, Business and Community Leaders

The formulation of a coherent and realistic Regional Plan will require a nuanced understanding of the possible challenges and opportunities associated with the Plan itself and outcomes that could emerge from the Plan. One-on-one interviews will be arranged to be conducted via telephone with municipal, business and community leaders to understand strengths, weaknesses, opportunities and threats associated with emergent objectives identified for the Regional Plan and for these long-term identified objectives (i.e. Arts Council, Resource Centre and Umbrella Funding Organization). These results will guide the Project Teams' initial drafts of frameworks and preliminary terms of reference for these long-term objectives while also providing a needed external perspective on driving issues affecting the sustainability of local cultural organizations.

Interviews will be semi-structured, with a list of between 8 and 10 primary questions and the ability of the interviewer to probe emergent areas of significance, concern, opportunity or continuity between other interviews. Ideally, each interview would last approximately 30 minutes. A finalized list of interview questions will be the result of consultation with the Project Coordinator and Steering Committee, based on a preliminary draft of suggested questions from the Project Team. The contributions from interviewees will be kept in confidentiality by removing their names and titles from their contributions and pooling results into an aggregated data set from which analysis will be conducted.



3.2.4 Interim Report Discussion Paper

Shortly after the preliminary consultation process has been completed, the Project Team will synthesize the initial results in the form of a discussion paper. The Discussion Paper will also serve as an interim report between the Project Team and the Steering Committee.

The Discussion Paper will include at a minimum:

- An introductory highlighting key contents of the Discussion Paper
- An overview of key themes emergent from each kind of consultation
- A list of identified goals and objectives for the Regional Cultural Sustainability Plan emergent from the background review and consultation process
- A brief discussion about results specifically related to *each* of the three long-term objectives (Arts Council, Resource Centre and Umbrella Funding Organization)

Following the issuance of the Discussion Paper, the Project Team will make arrangements for a conference call with the Steering Committee and Project Coordinator to review feedback and capture priorities associated with the Discussion Paper contents.

3.3 Phase III: Draft Regional Cultural Sustainability Plan and Second Round of Consultations

3.3.1 Draft Regional Cultural Sustainability Plan

A draft Regional Plan will be developed by the Project Team based on input gathered on the discussion paper and previous analyses. The Regional Plan will at a minimum include analysis related to the initiating and operating an Arts Council, a Resource Centre and Umbrella Funding Organization, together with other collective capacity building strategies and mechanisms.

The Frameworks will establish a blue print for the establishment of each objective, key stakeholders to be associated with each one, key partnerships identified, long-term, medium-term, and short-term goals along with identified performance measures for evaluating to what extent goals have been met, and finally, a preliminary draft of each objective's Terms of Reference, establishing the vision, purpose, scope and membership (if relevant) for each objective.



3.3.2 Individual Committee Feedback Session

Following the development of a Draft Regional Cultural Sustainability Plan, copies will be shared with each individual committee representing the arts and cultural organizations or groups requiring individual sustainability plans. The purpose of engaging these stakeholders will be to ensure continuity of the Regional Plan with the individual needs that will later be addressed in the individual plans. If consensus can be reached on the broader purpose, mission, values, objectives and goals of the Regional Plan, individual sustainability plans in later phases will be easier to develop and will work harmoniously under the broader regional plan.

A workshop will be hosted by the Project Team in Temiskaming Shores with committee members being encouraged to attend and participate in discussions centred on finalizing strategic goals and priorities.

3.3.3 Steering Committee Feedback Session

A workshop will be arranged to present the Draft Regional Cultural Sustainability Plan to the Steering Committee and other relevant municipal stakeholders, as identified by the Project Coordinator. In addition to gaining valuable feedback on the initial draft, the Project Team will endeavor to capture a greater sense of how various goals and actions may be prioritized in the Final Draft.

3.3.4 Revised Draft Regional Cultural Sustainability Plan

Based on feedback gained from the individual committees representing arts and culture groups and organizations and from the Steering Committee, the Project Team will revise the Draft Regional Plan.

3.3.5 Presentation of Draft Regional Cultural Sustainability Plan to the Community

The Project Team will present the Draft Regional Cultural Sustainability Plan to the community at large. Breakout roundtable discussions will allow the community to comment on the vision, priorities and actions listed within the Plan. Based on feedback gained from the community the Project Team will revise the Draft Regional Plan.



3.4 Phase IV: Presentation of Regional Plan to Council

The revised Regional Cultural Sustainability Plan will be shared with Municipal Council at least one week in advance of a scheduled presentation to Municipal Council, which will be arranged by the Project Coordinator. The presentation will focus on the strategic directions recommended in the Regional Plan, with critical attention to the Arts Council, Resource Centre and Umbrella Organization frameworks.

If Council requires amendments to the Regional Plan, the Project Team will address them within the specified timeframe outlined by Council. When the Plan is to the satisfaction of Council, the Project Team will consider the deliverable of a Regional Cultural Sustainability Plan and objectives of establishing a framework for initiating and operating the Arts Council, Resource Centre and Umbrella Organization met, and will proceed with the second component of the project.

3.4.1 French Translation and Printing

Once Council has approved the finalized version of the Regional Cultural Sustainability Plan, Millier Dickinson Blais will have the English version translated into French. This will include the translation of all figures, tables and appendices.

Following Translation services, hardcopies of the Plan will be printed in English (15 copies) and French (five copies) and shared with the Municipality. A digital version of the Plan in each language will also be provided in PDF format.

3.5 Phase V: Individual Sustainability Plans

3.5.1 Online Workshop Sessions

Having already engaged each committee during in-community visitations that would occur during Phase 2 of the Project, the Project Team would already have a base understanding of the needs, individual obstacles and opportunities, and strategic priorities associated with each individual Plan. These would be revisited at Phase 5 of the project by engaging again with each Committee via an online resource called Adobe Connect. Millier Dickinson Blais has conducted many sessions through Adobe Connect because it allows for a larger group of participants to be actively engaged in a virtual focus-group session, where Power Point presentations, group discussions via chat and conference-line, and voting can be undertaken, without individuals having to leave their own homes or offices. In addition, Adobe Connect allows for streamlining of discussions so that conversations remain on task and focussed, with

Each Committee will be contacted to arrange a workshop session that will be facilitated by the Project Team. Attending all events will also be Brigitte Auger, who will facilitate in French where necessary, as well as contribute to leading the discussions. Based on the needs of



4.2 Budget

	Millier Dickinson Blais				Section Subtotal	In Community	Milestone
	G. Baeker	J. Dias	E. Lamothe	B. Auger			
Daily Rate	\$ 1,250	\$ 1,000	\$ 1,000	\$ 1,000			
Phase & Tasks							
Phase I: Start-Up and Preliminary Information Gathering							
Conference Call with Cultural Coordinator	0.50				0.50		
Communications and Community Engagement Plan		1.00			1.00		
Background Review and Best Practices	0.50	0.50	0.50	0.50	2.00		
Start-Up Meeting with Steering Committee	1.00			1.00	2.00	GB, BA	
Total Days	2.00	1.50	0.50	1.50	5.50		
Total Professional Fees	\$ 2,500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 6,000.00		
Phase II: First Round Consultations							
Launch Events (New Liskeard; Haileybury)	2.00	2.00	2.00	2.00	8.00	GB, JD, EL, BA	
Consultations with Cultural Groups and Organizations	2.00			2.00	4.00	GB, BA	
One-on-One Interviews with Government, Business and Community Leaders		2.00	2.00		4.00	JD, EL	
Interim Report Discussion Paper	0.50	1.00	1.00	1.00	3.50		
Total Days	4.50	5.00	5.00	5.00	19.50		
Total Professional Fees	\$ 5,625.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,625.00		
Phase III: Draft Regional Cultural Sustainability Plan and Second-Round of Consultations							
Draft Regional Cultural Sustainability Plan	2.00	3.00	3.00	2.00	10.00		
Individual Groups and Organizations Feedback Session		0.50		1.00	1.50	BA	
Steering Committee Feedback Session		0.50		1.00	1.50	BA	
Revised Draft Regional Cultural Sustainability Plan	0.50	1.00		0.50	2.00		
Presentation of Draft Regional Cultural Sustainability Plan to the Community	1.50			1.00	2.50	GB, BA	
Total Days	4.00	5.00	3.00	5.50	17.50		
Total Professional Fees	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 5,500.00	\$ 18,500.00		
Phase IV: Presentation of Regional Plan to Council							
Presentation of Regional Cultural Sustainability Plan to Council	1.50			1.00	2.50	GB, BA	
Total Days	1.50	0.00	0.00	1.00	2.50		
Total Professional Fees	\$ 1,875.00	\$ -	\$ -	\$ 1,000.00	\$ 2,875.00		
Phase V: Individual Sustainability Plans							
Online Workshop Sessions	1.00	2.00	2.00		5.00	BA	
Draft Individual Sustainability Plans	4.00	4.00	4.00	2.00	14.00		
Final Individual Sustainability Plans	1.00	1.00	1.00		3.00		
Total Days	6.00	7.00	7.00	2.00	22.00		
Total Professional Fees	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00	\$ 2,000.00	\$ 23,500.00		
Total Project Days	18.00	18.50	15.50	15.00	67.00		
Total Professional Fees	\$ 22,500.00	\$ 18,500.00	\$ 15,500.00	\$ 15,000.00	\$ 71,500.00		
TOTAL PROFESSIONAL FEES + DISBURSEMENTS							
French Translating and Printing Upset Fee					\$ 2,000.00		
Travel and Accommodation Upset Fee					\$ 3,000.00		
Tax Rate on Professional Fees (13%)					\$ 9,295.00		
TOTAL PROJECT FEES (excluding HST)					\$ 76,500.00		



Appendices

Appendix A Team Resumes



Greg Baeker, PhD., ACCA

Profile

Greg Baeker is an internationally recognized leader in cultural planning and development. Greg brings 35 years of experience working in the senior leadership positions in the cultural sector in Canada as a cultural manager, policy maker, cultural planner and academic.

During his career he has contributed to the field through leadership on a range of boards and committees. He was recently appointed to the founding board of the Creative Industries Program at Ryerson University. Other volunteer commitments have included: Founding Board Member, Arts Consultants Canada; Founding Board Member, Canadian Cultural Research Network; Member, Sectoral Commission on Culture, Communications and Information, Canadian Commission for UNESCO; Member, Advisory Committee on Cultural Diversity, Department of Canadian Heritage; Chair, Canadian Museums Labour Force Study; Chair, Professional Advisory Committee, University of Toronto at Scarborough, Arts Administration Program.

In 2006, Greg founded AuthenticCity. The firm quickly established itself as a nationally recognized leader in cultural planning and development. Greg has led all AuthenticCity projects since its founding, completing more cultural plans in Canada than any other consulting firm. Greg was responsible for introducing new cultural planning and development models and frameworks in Canada beginning in 2006 many of which are now recognized leading practices in the field. In 2010, AuthenticCity merged with Millier Dickinson Blais to form a new Cultural Development Division. The merger of the firms has built a unique body of knowledge and experience in cultural planning, cultural mapping, cultural and creative industries sector strategies, culture-led economic development, and innovative and thoughtful community engagement strategies.

Greg speaks frequently at professional conferences and workshops and publishes regularly for journals such as *Municipal World*, the journal of Canadian municipalities. He is the author of *Municipal Cultural Planning: A Toolkit for Ontario Municipalities* produced for the Municipal Cultural Planning Inc. and the Ontario Ministry of Tourism and Culture in 2011. In 2010 Municipal World published *Rediscovering the Wealth of Places: A Municipal Cultural Planning Handbook for Canadian Communities* that is receiving international acclaim.

Greg has a Masters in Museum Studies from the University of Toronto and a PhD in Urban and Regional Planning from the University of Waterloo. The PhD was the first in Canada devoted to cultural planning.

Greg Baeker, Director
Cultural Development Division, Millier Dickinson Blais
P. 416-367-3535 ext. 228
C. 416-804-7461
E. gbaeker@millierdickinsonblais.com



Sample Consulting Experience

Cultural Plans

- Building a Creative Economy: A Cultural Plan for Lambton County
- Cultural Framework and Public Art for the Vaughan Metropolitan Centre (ongoing)
- A Path to Inclusion and Prosperity: The Regina Cultural Plan
- An Arts, Culture & Heritage Master Plan for Coquitlam (ongoing)
- Mapleton Cultural Plan (ongoing)
- Culture Counts: Oshawa Arts, Culture and Heritage Plan
- Town of Aurora Cultural Master Plan
- Town of Gravenhurst Municipal Cultural Plan
- A Community of Communities: A Cultural Plan for the Municipality of Greenstone
- Town of Midland Municipal Cultural Plan
- County of Simcoe Cultural Planning Framework
- Township of Wellington North Municipal Cultural Plan
- A Cultural Development Plan for the District of West Kelowna
- A 10-Year Cultural Master Plan for the City of Kawartha Lakes
- A Vibrant Community: Richmond Hill's Cultural Plan
- A Cultural Plan for Hastings County and Quinte Region
- Municipal Cultural Plan for the Township of Springwater
- Town of East Gwillimbury Municipal Cultural Plan
- Town of Stony Plain Cultural Master Plan, Alberta
- Creative Together: A Municipal Cultural Plan for Dysart
- Building a Creative Rural Economy: A Cultural Plan for Minto
- Building a Creative Community: A Cultural Plan for North Bay
- Thunder Bay Cultural Plan (co-consultant)
- Saskatchewan Cultural Plan (co-consultant)
- Creative Together: A Cultural Plan for Vaughan
- Niagara Culture Plan: Economy, Places, People, Identity
- Creative Rural Economy Strategy for Prince Edward County
- Mississauga Culture Master Plan (co-consultant)
- Enabling Culture to Thrive in Oakville: Oakville's Strategic Directions for Culture
- Realizing Hamilton's Potential as a Creative City
- Toronto Creative City Planning Framework, Ontario
- Creative Connections, Saskatoon
- A Cultural Strategic Plan for Prince Edward County
- A Cultural Plan for the City of Orillia: Culture, Economy Community
- Culture, Economy, Community: A Cultural Plan for Chatham-Kent

Culture Led Economic Development

- A Creative Rural Economy Strategy for Prince Edward County



- A Creative Economy Strategy for Eastern Ontario
- A Creative Economy Strategy for Southwestern Ontario
- A Creative Economy Strategy for Durham Region

Cultural Mapping

- City of St. Thomas Cultural Asset Mapping Project
- Defining a Plan for a Province-Wide Cultural Mapping Project for Nova Scotia
- Creative Vitality in Detroit: The Detroit Cultural Mapping Project
- City of Windsor Cultural Mapping Project
- Bermuda Cultural Mapping Project
- Moncton Cultural Mapping Project
- Newmarket Cultural Mapping Project
- Pembroke and the Ottawa Valley Cultural Mapping Project
- East Gwillimbury Cultural Mapping Project
- South Georgian Bay Cultural Mapping Project
- Durham Region Cultural Mapping Project
- Windsor-Essex Cultural Mapping Project

Cultural Policy

- Toronto-Edinburgh Study Exchange on Cultural Planning and the Creative Industries
- Strengthening the Sector: Resources and Codes of Practice for the Visual, Media and Craft-Based Arts Sector in Ontario
- Cultural Policy and Cultural Diversity – A Study for the Council of Europe
- Accounting for Culture – A National Conference for the Department of Canadian Heritage
- Towards a Federal Arts Policy Framework: A Discussion Paper for the Department of Canadian Heritage
- Strategic Directions in Heritage Policy – A Study for the Department of Canadian Heritage
- Human Resource Development in Canada's Cultural Sector - Arts Leadership Network
- From Board Development to Cultural Leadership – A Study for the Ontario Ministry of Culture and the Centre for Cultural Management
- Think Tank on Culture in the City – A Conference for the Quebec Ministry of Culture and Communication.

Jason Dias, BURPI.

Profile

Jason is a graduate of the nationally acclaimed Ryerson University Urban and Regional Planning Program. Through his four years at Millier Dickinson Blais, Jason has been able to demonstrate high value assistance and work to several economic and cultural development initiatives across Canada and USA. His current position as a Senior Development Analyst at Millier Dickinson Blais showcases his ability to conduct and direct original research in a wide range of fields, and synthesize findings that add value for clients and overall project success. His role also requires that he has demonstrated a comfort and ability to communicate directly with clients and stakeholders and contribute to stakeholder and public consultation and facilitation activities.

During his time at Millier Dickinson Blais, Jason has contributed to several Cultural Development Strategies; conducting a ranging of analysis from cultural asset mapping to cultural economy assessments.

Recent Employment Experience

Millier Dickinson Blais	2013-Present
<i>Senior Development Analyst</i>	
Millier Dickinson Blais	2011-2013
<i>Development Analyst</i>	
Freelance Planner	2009-2011
<i>Planner</i>	

Education

- **Ryerson University** (2011): Bachelor of Urban and Regional Planning

Professional Affiliations

- Member, Economic Developers Council of Ontario
- Young Professional Network Committee Member, Economic Developers Council of Ontario
- Member at Large, Ontario Professional Planners Institute



Highlighted Consulting Experience

Jason has led and assisted on the development of a number of **CULTURE DEVELOPMENT STRATEGIES** for municipalities, senior levels of government and cultural organizations. Below is a sample of recent strategies completed.

- City of Coquitlam Heritage, Arts and Culture Master Plan (BC) (2015)
- Municipality of Wood Buffalo Cultural Mapping Project (AB) (2015)
- Township of Mapleton (ON) (2015)
- City of Moncton Cultural Mapping Project (NB) (2014)
- City of Oshawa Arts, Culture and Heritage Plan (ON) (2014)
- City of Regina Cultural Plan (SK) (2014)
- City of St. Thomas Cultural Mapping Project (ON) (2014)
- Town of Aurora Cultural Plan (ON) (2014)
- CARFAC (Canadian Artists' Representation/le Front des artistes canadiens) Strengthening the Sector: Resources and Codes of Practice for the Visual, Media and Craft-Based Arts Sector in Ontario (ON) (2013)
- City of Windsor Cultural Mapping Project (ON) (2013)
- Town of Gravenhurst Municipal Cultural Plan (ON) (2013)
- Town of Newmarket Cultural Mapping Project (ON) (2013)
- Township of Springwater Municipal Cultural Plan (ON) (2013)
- Township of Wellington North Municipal Cultural Plan (ON) (2013)
- City of Kawartha Lakes Municipal Cultural Mapping and Cultural Plan (ON) (2012)
- Hastings County and Quinte Region Cultural Plan (ON) (2012)
- Kresge Foundation: Creative Vitality in Detroit Report (MI) (2012)
- Town of East Gwillimbury Cultural Mapping Project (ON) (2012)

Jason has led and assisted on the development of a number of **ECONOMIC DEVELOPMENT STRATEGIES** for municipalities and senior levels of government across Canada. Below is a sample of recent strategies completed.

- City of Edmonton Economic Development Plan (AB)
- Municipal District of Big Lakes Economic and Tourism Strategic Plan (AB)
- City of Colwood Integrated Economic Development Strategy (BC)
- City of Moncton Cultural Mapping Project (NB)
- Municipality of East Hants Online Strategic Plan (NS)
- Greater Halifax Partnership Research and Best Practices for Attracting and Retaining Head and Regional Offices (NS)
- Economic Development Council South West Nova Five Year Strategic Economic Development Plan (NS)
- Town of Inuvik Economic Development Strategy (NWT)
- Eastern Ontario Wardens' Caucus Economic Development Strategy (ON)
- Durham Region Film Sector Value Proposition (ON)
- Prince Edward County Community Development Plan (ON) (ON)

Erle W. Lamothe, MA

Profile

After graduating with an M.A. in Public Policy and Public Administration in 2013, Erle Lamothe joined Millier Dickinson Blais Inc. in early 2014 as a Development Analyst, following an internship at the Commission for Environmental Cooperation and several years as a researcher in political science, business management, engineering, education and sustainable development. He brings a significant background in qualitative and quantitative research design and analysis. Comfortable in French, he has led workshops, roundtables and stakeholder interviews in both official languages since 2009. Erle has recently been promoted to Senior Development Analyst in recognition of his outstanding contributions to strategic and management plans while at Millier Dickinson Blais.

Education

- Concordia University, Master of Arts in Public Policy and Public Administration (2013)
- Concordia University, Bachelor of Arts (dual) in Human Environment and Political Science (2010)

Professional Experience

Millier Dickinson Blais, Kingston, ON
Senior Development Analyst (Current)
Dec 2014-Present

Development Analyst (Jan 2014 – Jan 2015)

Commission for Environmental Cooperation, Montreal, QC
Intern
Aug 2013-Dec 2013

Concordia University, Montreal, QC
Research Assistant
Jul 2010-May 2013

Sustainable Concordia
Sustainable Concordia – Director (Board of Directors Sep 2011- Sep 2012)
2009-2010 and 2011-2012

Sustainable Ambassadors Program Coordinator (Jun 2009-Sep 2012)

Highlighted Consulting Experience

Erle has been involved in **ECONOMIC DEVELOPMENT** strategies, including:

- Greater Sudbury Development Corporation – Five Year Economic Development Strategy (Ongoing)
- Parkland County, Alberta – Economic Development and Tourism Strategy



- Loyalist Township, ON – Economic Development Strategy
- Municipality of South Bruce – Economic Development Strategy
- United Counties of Prescott and Russell – Economic Development Strategy
- City of Calgary – Economic Development Strategy
- Nova Scotia – Economic and Rural Development and Tourism, Review of Economic Development Assistance Tools
- Eastern Ontario Wardens' Caucus – Economic Development Strategy

Erle has been involved in projects related to **STRATEGIC PLANNING**, including:

- Natural Resources Canada – Mining & Minerals Industry Outlook 2015-2024 (ongoing)
- Really Local Harvest Cooperative, Dieppe, NB – Dieppe Farmer's Market Feasibility Study
- Eastern Ontario Trails Alliance – 10 Year Strategic Plan and Business Plan
- Canadian Federation of Municipalities – Life Cycle Assessment Tool
- Prescott-Russell Tourism – Five year Strategic Plan
- Torbay, NL – Town Centre Feasibility Study
- Town of Greater Napanee, ON – Commercial Investment Attraction Strategy and Prospectus
- Greenbelt Fund – Ontario*Fresh*.ca V2.0 Strategic Plan
- Norfolk County – Strategic Plan Services
- Municipality of South Bruce – Strategic Plan Services
- Hearst Economic Development Corporation, Hearst, Ontario – Sports Tourism in Hearst
- Concordia University, Centre for Teaching and Learning Services – Problem-Based Service-Learning Strategic Plan

Erle has been involved in **LABOUR-FORCE DEVELOPMENT** strategies, including:

- Peterborough Workforce Development Board – Labour Market Information Framework
- Brazeau County, AB – Business Visitation Survey
- Alberta Jobs, Skills, Training and Labour – Labour Market Study of Ontario
- Alberta Jobs, Skills, Training and Labour – Labour Market Study of Quebec
- Tourism Northern Ontario (RTO13) – Regional Workforce and Training Strategy
- Labour Market Group, Nipissing District, Ontario, Labour Market Initiative



Brigitte Auger
P.O. Box 564, New Liskeard, ON P0J 1P0
(705) 647-6401

PROFILE AND PROFESSIONAL STRENGTHS

Twenty years of experience in social services, education and community health services delivery.

Strong skills: critical thinking, observation and assessment, treatment planning and counseling, accurate and well documented case notes, effective communication both oral and written, in both official languages, program planning and implementation, community engagement, group facilitation.

The ability to effectively:

- work independently as well as within a multi-disciplinary team
- provide counseling to a diverse population
- research, develop and implement projects and programs
- build networks and resources
- facilitate training for groups and speak in public

A reputation as: a conscientious, innovative, resourceful, compassionate and self-motivated individual

WORK EXPERIENCE

Brigitte Auger, Life Coaching and Facilitation

New Liskeard (ON)

March 2013 to present

Early Literacy Specialist

Ontario Early Years Centre

May 2003-March 2013

Haileybury (ON)

- Designed and delivered literacy outreach and training programs to program staff, parents and caregivers
- Established regular contact with early years sites in the community and provide support to the early years practitioners
- Developed, collected and disseminated resources to support literacy in the community
- Implemented and maintained an Early Literacy Resource Library for the use of the community
- Created partnerships with schools, libraries, book stores, community organizations and businesses to promote Early Literacy.

Freelance Consultant / Therapist

Centre de santé communautaire du Témiskaming

January 1999-May 2003

New Liskeard (ON)

- Researched, designed and implemented mental health awareness programs and workshops for women and adolescents on such topics as wellness, empowerment, interpersonal communication and prevention initiatives regarding relationship violence.
- Provided individual counseling



- Recruited, trained, and supervised up to sixty volunteers in their direct duties with regard to all agency clients
- Substantially increased the volunteer base and broadened volunteer services
- Conducted home studies for foster parent applicants and provided support counseling to existing foster families

Therapist (Mental Health)

January 1991-March 1993

Timiskaming Health Unit

New Liskeard (ON)

- Researched and coordinated the establishment of Rendez-Vous Place, a centre for adults with severe and prolonged mental illness.
- Spearheaded a major fundraising campaign to realize the project
- Provided social, recreational, and life skills for the centre's target group
- Recruited, trained, and supervised volunteers as well as students for field practice
- Provided educational presentations to the community to reduce the stigma attached to mental illness
- Established a consumer network

Mental Health Worker

August 1989-May 1990

Timiskaming Health Unit

New Liskeard (ON)

- Assessed, counseled, and monitored clients referred to the Mental Health Program
- Coordinated client care in the community and acted as an advocate for the client
- Organized and conducted preventative mental health groups

Career Counselor / Professor — Job-Re-Entry Programs

September 1986-October 1988

Northern College of Applied Arts and Technology, New Liskeard (ON)

EDUCATION

2007 to 2009

The Coaches Training Institute, (San Rafael, CA and Toronto)
Certified Professional Life Coach

1995 to Present

Laurentian University, Sudbury (ON)

Completing a Bachelor of Psychology through distance education

1977 to 1979

Algonquin College, Ottawa (ON)
Social Service Work Diploma

PROFESSIONAL INTERESTS AND ACTIVITIES

2005-2012

Board Member & Co-Chair- Timiskaming Road Safety Coalition



City of Temiskaming Shores
CGP-RFP-002-2015

Regional Cultural Sustainability Plan

CGP-RFP-002-2015

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, MILLER DICKINSON BLAIS

(Registered Company Name/Individuals Name)

Of, 172 KING ST E. TORONTO, ON M5A 1J3

(Registered Address and Postal Code)

Business:

Phone Number (416) - 367 3535 x 228

Fax Number (416) - 367 2932

We/I hereby offer to enter into an agreement to coordinate and develop, as required in accordance to the proposal for a price of:

Lump sum price (incl. HST)

\$ 85,795



City of Temiskaming Shores
CGP-RFP-002-2015
Regional Cultural Sustainability Plan

NON COLLUSION AFFIDAVIT

I/ We MILLIER DICKINSON BLAIS INC the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed

Company Name

MILLIER DICKINSON BLAIS INC

Title

DIRECTOR OF CULTURAL DEVELOPMENT



City of Temiskaming Shores
CGP-RFP-002-2015
Regional Cultural Sustainability Plan

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 MD8 Offices this 17th day of MARCH, 2015.

FIRM NAME:

MILLIER DICKINSON BLAIS INC

BIDDER'S AUTHORIZED OFFICIAL:

GREG BAEKER

TITLE:

DIRECTOR OF CULTURAL DEVELOPMENT

SIGNATURE:

G. Baeker

The Corporation of the City of Temiskaming Shores
By-law No. 2015-117
Being a by-law to confirm certain proceedings of Council of
The Corporation of the City of Temiskaming Shores for its
Regular meeting held on May 19, 2015

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

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

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

And whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **May 19, 2015** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 19th, day of May, 2015.

Mayor – Carman Kidd

Clerk – David B. Treen