



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, November 1, 2016**

6:00 P.M.

City Hall Council Chambers – 325 Farr Drive

Agenda

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

Draft Motion

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

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

- 6. Review and adoption of Council Minutes**

Draft Motion

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

- a) Regular Meeting of Council – October 18, 2016

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

- a) Rick Hunter, Partner – Planscape

Re: Introduction - New Comprehensive Zoning By-law

Draft Motion

Be it resolved that City Council acknowledges the presentation from Rick Hunter of Planscape regarding the City's new Comprehensive Zoning By-law for information purposes.

- b) Sylvie Fontaine, Chairperson and Andre Robichaud, 1st Vice-Chairperson – Northeastern Community Network

Re: North Eastern Community Network (NECN) Membership

Draft Motion

Be it resolved that City Council acknowledges the presentation from Sylvie Fontaine and Andre Robichaud in regards to membership in the North Eastern Community Network (NECN); and

That Council agrees to refer the City's membership renewal at a rate of \$0.25/capita (\$2,600) to the 2017 Budget process.

10. **Communications**

- a) Alison Stanley, Information and Communications Officer – FONOM

Re: FONOM travels to Greater Sudbury for Board of Directors Meeting

Reference: Received for Information

- b) Mark Hartman, Regional Vice President – Health Sciences North
Re: Financial Support – Positron Emission Tomography (P.E.T.) Scanner
Reference: Received for Information

- c) Maureen Adamson, Deputy Minister – Ministry of Tourism, Culture and Sport
Re: 2017 Premier's Awards for Excellence in the Arts
Reference: Referred to the Temiskaming Art Gallery and the Temiskaming Arts Council

- d) Eric Boutilier, Spokesperson – Northern & Eastern Ontario Rail Network
Re: Request for Support – Reinstatement of Passenger Train Service
Reference: Received for Information

- e) Municipal Policing Bureau – Financial Services Unit - OPP
Re: 2017 Court Security and Prisoner Transportation Grants – Temiskaming Shores grant allocation **\$134,093**
Reference: Referred to Treasurer and the Police Services Board

- f) Lois Phippen – Phippen Waste Management
Re: Intersection of Sunnyside Road and Clover Valley Road
Reference: Referred to the Public Works Committee

- g) Judy Dezell, Director - LAS
Re: LAS Natural Gas Program – 2014-15 Period Reserve Fund Rebate for Temiskaming Shores - **\$5,196.69**
Reference: Received for Information

- h) Alison Stanley, Information and Communications Officer - FONOM

Re: Electricity Rates in Ontario (previously supported)

Reference: Received for Information

- i) Honourable Michael Gravelle, Minister of Northern Development and Mines

Re: Acknowledgement Letter – Delegation at 2016 AMO Conference

Reference: Received for Information

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on September 14, 2016;
- b) Minutes of the Age Friendly Community Committee meeting held on September 22, 2016;
- c) Minutes of the Recreation Services Committee meeting held on September 12, 2016; and
- d) Minutes of the Physician Recruitment and Retention Committee meeting held on September 12, 2016.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Building Maintenance Committee meeting held on October 6, 2016.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Memo No. 015-2016-CGP – Aerial Imagery Acquisition – Participation Agreement with the Ministry of Natural Resources and Forestry**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 015-2016-CGP; and

That Council directs staff to prepare the necessary by-law to enter into a participation agreement with the Ministry of Natural Resources and Forestry for the acquisition of aerial imagery at an estimated cost of \$1,114 for consideration at the November 1, 2016 Regular Council meeting.

- b) **Administrative Report No. CGP-023-2016 – Craft Beer Festival**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-023-2016; and

That Council agrees to support the Craft Beer Festival with labour, in kind equipment usage and marketing support as outlined in CGP-023-2016.

c) January to September 2016 Year-to-Date Operations Financial Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to September 2016 Year-to-Date Capital Report for information purposes.

d) October 2016 Capital Financial Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the October 2016 Capital Financial Report for information purposes.

e) Memo No. 026-2016-CS – Ontario Infrastructure and Lands Corporation (OILC) – Loan Application – Infrastructure Upgrades (Phase I) / North Cobalt Water Stabilization Project

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 026-2016-CS;

That Council directs the Treasurer to proceed with the application(s) to OILC for capital works as approved in the 2016 Budget By-law No. 2016-055; and

That Council directs staff to prepare the necessary by-laws as per the OILC program being a funding agreement and debenture(s) as required upon the completion or substantial completion of the approved capital works.

f) Memo No. 027-2016-CS – Temporary Building Inspector/By-law Officer and Temporary By-law/Property Standards Officer

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 027-2016-CS;

That Council directs staff to prepare the necessary by-laws to appoint Mr. David Barton as a Building Inspector and Mr. Tim Goodyear as a By-

law/Property Standards Officer for consideration at the November 1, 2016 Regular Council meeting.

g) Memo No. 028-2016-CS – Transfer of Physician Recruitment and Retention Funds

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 028-2016-CS; and

That Council authorizes the Mayor and Clerk to execute any future Physician Services Agreements approved by the Physician Recruitment and Retention Committee.

h) Administrative Report No. CS-017-2016 – Lease Agreement with Dr. N. Currie – Haileybury Medical Centre

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-017-2016; and

That Council directs staff to prepare the necessary by-law to enter into a three (3) year lease agreement with Doctor Nichole Currie for the rental of 542 square feet of office space at the Haileybury Medical Center effective January 1, 2017 until December 31, 2019 at a rate of \$13.17 per square foot plus applicable taxes and to apply a Consumer Price Index (CPI) increase annually for the term of the lease for consideration at the November 1, 2016 Regular Council meeting.

i) Administrative Report No. PPP-011-2016 – Amendment to By-law No. 2004-132 - Emergency Response Plan

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-011-2016 and more specifically Appendix 01 – Revised Emergency Response Plan Draft; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2004-132 being an Emergency Response Plan for the City of

Temiskaming Shores for consideration at the November 1, 2016 Regular Council meeting.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2016-167 Being a by-law to authorize Temporary Road Closures for the *Festival of Lights, Village Noel* and the Santa Claus Parade

By-law No. 2016-168 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Natural Resources and Forestry for the acquisition of Aerial Imagery for the City of Temiskaming Shores

By-law No. 2016-169 Being a by-law to authorize the entering into a Lease Agreement with Dr. Nichole Currie for the rental of space at the Haileybury Medical Centre

By-law No. 2016-170 A by-law to authorize certain new Capital Works of The Corporation of the City of Temiskaming Shores (the “municipality”); to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for financing such Capital Works; to authorize temporary borrowing from OILC to meet expenditures in connection with such works; and to authorize long term borrowing for such works through the issue of debentures to OILC

By-law No. 2016-171 Being a by-law to appoint a Building Inspector for the City of Temiskaming Shores – David Barton

By-law No. 2016-172 Being a by-law to appoint a Property Standards Officer for the purpose of enforcing by-laws related to the Use and Occupancy of Property within the City of Temiskaming Shores – Tim Goodyear

By-law No. 2016-173 Being a by-law to appoint a Municipal Law Enforcement Officer – Tim Goodyear

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2016-167;

By-law No. 2016-168;

By-law No. 2016-169;

By-law No. 2016-170;

By-law No. 2016-171;

By-law No. 2016-172; and

By-law No. 2016-173;

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

17. Schedule of Council Meetings

- a) Regular – Tuesday, November 15, 2016 at 6:00 p.m.
- b) Regular – Tuesday, December 6, 2016 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

- a) **Adoption of the October 18, 2016 – Closed Session Minutes**
- b) **Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the Municipality – Hazard Identification Risk Assessment – Confidential Administrative Report No. PPP-013-2016**
- c) **Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the Municipality – Critical Infrastructure Identification – Confidential Administrative Report No. PPP-012-2016**

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2016-174 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 **November 1, 2016** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2016-174 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, October 18, 2016
6:00 P.M.

City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Kidd at 6:01 p.m.

2. Roll Call

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

Present: Christopher W. Oslund, City Manager (arrived at 7:10 pm)
David B. Treen Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Kelly Conlin, Director of Corporate Services (A)
Tim Uttley, Fire Chief
Laura-Lee MacLeod, Treasurer

Regrets: Councillors Patricia Hewitt, Doug Jelly and Jeff Laferriere

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

Members of the Public: 1

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2016-519

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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. 2016-520

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

a) Regular Meeting of Council – October 4, 2016

Carried

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

None

8. Question and Answer Period

None

9. Presentations / Delegations

- a) Tammy Borgen-Flood, Project Manager – Healthy Kids Community Challenge

Re: Theme No. 1 – Evaluation Findings

Healthy Kids Community Challenge Project Manager, Tammy Borgen-Flood utilizing powerpoint provided council with an update on the findings for Theme No. 1 “Run, Jump, Play, Every Day”.

Tammy outlined that the initial Village Noel was used as the venue to launch the first theme. Events held at the Elk Lake Eco Centre, sponsored Skates/Swims during PD days, snow shoe lending program, NLPS after School program were highlighted as well as participation numbers.

It was noted that Council adopted By-law No. 2016-106 endorsing a Charter for Parks and Recreation in the City of Temiskaming Shores.

Additional programs highlighted were the Library Physical Activity program, 3 Get Active Temiskaming events, 60 Minutes Kids Club, Little Rocks Curling program, equipment acquisition for Temagami Playgroup, Drumfit, 12 Centre de Sante outdoor activities, equipment for the Timiskaming Tumblers Gymnastics Club, activities through the Keepers of the Circle, 2 Indigenous Ski/Snowboard instructors qualified, activities at the Temiskaming Nordic Ski Club as well as ski equipment, registration fees paid for 35 participants in the Temiskaming Track Club, equipment to increase participation at the Tri-Town Ski and Snowboard Village, registration for 50 children into the CanSkate program, Physical literacy workshops through the Timiskaming Health Unit, purchases for various schools to enhance current programs and playgrounds and the establishment of Frisbee golf station within various public parks.

Tammy concluded by reviewing the various success with Theme No. 1 and indicated that Theme No. 2 is entitled “Water does Wonders”.

Mayor Kidd thanked Tammy for her presentation and Councillor McArthur highlighted Tammy’s dedication and compassion for this project in her role as Project Manager.

Resolution No. 2016-521

Moved by: Councillor Whalen
Seconded by: Councillor Foley

Be it resolved that City Council acknowledges the presentation from Tammy Borgen-Flood in regards to Theme No. 1 – Evaluation Findings for the Healthy Kids Community Challenge for information purposes.

Carried

- b) Dani Grenier-Ducharme, Melissa Boivin and Tiffany Stow – District of Timiskaming Social Services Administration Board

Re: “*No Boundaries for Families*” – Vision for a Timiskaming Community Hub

Mélistssa Boivin and Tiffany Stow utilizing powerpoint made a presentation to Council in regards to vision in regards to community hubs.

Background was provided noting that it in early 2015 the Premier tasked and Advisory Group to prepare an informed Framework about Community Hubs and that local Children’s services members used the framework to help development of a Hub in South Temiskaming.

Hubs are created to provide a central point of access offering a range of services and when successful generate economic and social benefits. It was indicated that community outreaches (gatherings) are needed to inform and prepare an inventory of potential Hub categories.

Healthy Communities Link (HCLink) are funded by the Government of Ontario and work with community groups, organizations and partnerships to build healthy, vibrant communities across Ontario. HC Links host biannual “regional gatherings” to bring leaders and decision-makers together with a focus on building vibrant communities and DTSSAB is requesting that the City assist and facilitate as a co-host for a Regional Gathering by offering in-kind provisions of a facility to host the gathering. It was noted that HCLink will provide \$2,500 to the host agency with any additional costs covered by registration fees for attendees.

Resolution No. 2016-522

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that City Council acknowledges the presentation regarding the potential of a Timiskaming Community Hub; and

That Council agrees to help facilitate Focus Group and Regional Consultations including the provision of free hall usage for the consultations.

Carried

10. Communications

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

Re: Request for utilization of Don Shepherdson Memorial Arena and Haileybury Arena

Reference: Motion to be presented under New Business

- b) Réjeanne Bélisle-Massie, Chair – Village Noël

Re: Request for Road Closure - Village Noël event November 23 to November 27, 2016

Reference: Motion to be presented under New Business

- c) Municipal Policing Bureau, Financial Services Unit – Ontario Provincial Police

Re: 2017 Billing Statement for the City of Temiskaming Shores

Reference: Referred to the Treasurer and the Police Services Board

- d) Lorna Desmarais, Board Member – Tri-Town Ski and Snowboard Village

Re: Request Permission for Installation of sign

Reference: Referred to the Municipal Clerk

- e) Lynn Dollin, President – Association of Municipalities Ontario

Re: AMO Seeks Council Resolution – What's Next Ontario?

Reference: Received for Information

- f) The Honourable Kathryn McGarry, Minister of Natural Resources & Forestry

Re: Legislation to Amend the *Aggregate Resources Act*

Reference: Received for Information

Resolution No. 2016-523

Moved by: Councillor McArthur
Seconded by: Councillor Foley

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2016-524

Moved by: Councillor Whalen
Seconded by: Councillor Foley

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

- a) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on September 21, 2016;
- b) Minutes of the Temiskaming Municipal Association meeting held on May 26, 2016;
- c) Minutes of the Earleton-Timiskaming Regional Airport Municipal Services Board meeting held on August 18, 2016 and the August 2016 Activity Report; and
- d) Minutes of the Community Economic Development Advisory Committee (CEDAC) meeting held on August 10, 2016.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2016-525

Moved by: Councillor McArthur
Seconded by: Councillor Foley

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

- a) Minutes of the Protection to Persons and Property meeting held on August 25, 2016; and

- b) Minutes of the Corporate Services Committee meeting held on October 3, 2016.

Carried

13. Reports by Members of Council

Councillor Whalen reported on the following:

- Building Maintenance: At the last meeting it was determined that Riverside Place was the preferred location to maintain the Farmer's Markert and a recommendation was made to that effect and perhaps the City Manager could arrange meetings with the various user groups with the objective of making decisions as this has been dragging on too long.

14. Notice of Motions

None

15. New Business

a) 2017 Community Volunteer Income Tax Program

Resolution No. 2016-526

Moved by: Councillor Foley
Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of a request from the Community Volunteer Income Tax Program;

That Council authorizes the use of the Don Shepherdson Memorial Arena Lobby on Tuesdays and Thursdays from 2 pm to 4 pm from February 28, 2017 to April 20, 2017 for the Community Volunteer Income Tax Program; and

That Council authorizes the use of the Haileybury Arena Lobby on Tuesdays and Thursdays from 2 pm to 4 pm from February 28, 2017 to April 27, 2017 for the Community Volunteer Income Tax Program.

Carried

b) Administrative Report RS-021-2016 – Water Bottle Filling Station – Health Kids Community Challenge

Resolution No. 2016-527

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report RS-021-2016 for information purposes.

Carried

c) Memo No. 024-2016-CS – Amendment No. 01 to By-law No. 2015-150 – FedNor Funding – 2016 PDAC Event

Resolution No. 2016-528

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 024-2016-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-150 being an agreement with FedNor for funding for the 2016 PDAC Event to include Amendment No. 01 for consideration at the October 18, 2016 Regular Council meeting.

Carried

d) Memo No. 025-2016-CS – Road Closure – Village Noel and Santa Claus Parade

Resolution No. 2016-529

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 025-2016-CS; and

That Council directs staff to prepare the necessary by-law for the closure of various road sections to accommodate the Village Noel Event and Santa

Claus Parade for consideration at the November 1, 2016 Regular Council meeting.

Carried

e) Memo No. 024-2016-PW – Clean Water and Wastewater Fund Application – 2016 Program

Resolution No. 2016-530

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

That Council directs staff to finalize and submit an Application for Funding to the Clean Water and Wastewater Fund for the **“McCamus Avenue Water Treatment Plant Upgrades”** project.

Carried

f) Memo No. 025-2016-PW – Contract Change Order – Automated Announcement System - Transit

Resolution No. 2016-531

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

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

That Council approves Contract Change Order No. 001 to By-law No. 2016-079, being an agreement with Consat Canada Inc. the amount of \$2,364 plus HST for an Automated Announcement System for the Transit buses.

Carried

g) Memo No. 026-2016-PW – Building Canada Fund – Small Communities Fund Agreement – Temiskaming Shores Infrastructure Upgrades (Phase I)

Resolution No. 2016-532

Moved by: Councillor Foley
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 026-2016-PW; and

That Council directs staff to prepare the necessary by-law to enter into an funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the New Building Canada – Small Communities Fund for consideration at the October 18, 2016 Regular Council meeting.

Carried

h) Administrative Report No. PW-045-2016 – 2016-17 Winter Operations Plan

Resolution No. 2016-533

Moved by: Councillor McArthur
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-045-2016;

That Council directs staff to prepare the necessary by-law to adopt the 2016 – 2017 Winter Operations Plan for consideration at the October 18, 2016 Regular Council meeting; and

That Council directs the Director of Public Works to advise staff in the Public Works Department, in writing, of the intent to commence the Winter Operations Schedule on or about Sunday, November 13, 2016 and conclude on or about Friday, April 14, 2017.

Carried

i) Administrative Report No. PW-046-2016 – Tender Award – Gray Road Sanitary Lift Station

Presentation by the Treasurer

Resolution No. 2016-534

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-046-2016;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the Temiskaming Shores Infrastructure Upgrades – Phase 1 project contract to Pederson Construction (2013) Inc. in the amount of \$8,177,563.50 plus applicable taxes;

That Council directs the Treasurer to proceed with an application to the Ontario Infrastructure & Lands Corporation (OILC) to borrow the City's unfunded portion of the project estimated at \$4,364,148; and

That Council directs Staff to prepare the necessary by-law and agreement for consideration at the October 18, 2016 Regular Council meeting.

Carried

j) Administrative Report No. PW-047-2016 – Change Order SLE Construction – Boardwalk Upgrades

Resolution No. 2016-535

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-047-2016; and

That Council approves Contract Change Order No. 001 to By-law No. 2016-047, being an agreement with SLE Construction to provide labour and material for upgrades to the boardwalk at the Haileybury Marina in the amount of **\$17,950.00** plus applicable taxes.

Carried

16. By-laws

Resolution No. 2016-536

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that:

- By-law No. 2016-160 Being a by-law to authorize the Purchase of Land from RioCan Holdings Inc. being Part 1 on Plan 54R-3748 & Part 17 on Plan 54R-3676 for the establishment of a Road Allowance
- By-law No. 2016-161 Being a by-law to amend By-law No. 215-150 (Funding Agreement with FedNor for the Northern Ontario Pavilion at 2016 PDAC Event) – Amendment No. 1
- By-law No. 2016-162 Being a by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs under the New Building Canada Fund – Small Community Fund – Infrastructure Upgrades (Phase I) – construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems – Project No. SCF-0523
- By-law No. 2016-163 Being a by-law to authorize the Sale of Land to 241577 Ontario Ltd. being Lot 252 on Plan M-143 N.B., Bucke Twp. in the District of Timiskaming
- By-law No. 2016-164 Being a by-law to adopt the 2016-2017 Winter Operations Plan for the City of Temiskaming Shores
- By-law No. 2016-165 Being a by-law to enter into an Agreement with Pedersen Construction (2013) Inc. for Infrastructure Upgrades (Phase I) – construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems

be hereby introduced and given first and second reading.

Carried

Resolution No. 2016-537

Moved by: Councillor Whalen
Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2016-160;

By-law No. 2016-161;

By-law No. 2016-162;

By-law No. 2016-163;

By-law No. 2016-164; and

By-law No. 2016-165;

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

Carried

17. Schedule of Council Meetings

- a) Regular – Tuesday, November 1, 2016 at 6:00 p.m.
- b) Special – Tuesday, November 8, 2016 at 6:00 p.m. (Budget)
- c) Regular – Tuesday, November 15, 2016 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2016-538

Moved by: Councillor Whalen
Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 7:35 p.m. to discuss the following matters:

- a) Adoption of the October 4, 2016 – Closed Session Minutes**

- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending Acquisition or Disposition of land – AIRO Update and Memo 023-2016-CS**

Carried

Resolution No. 2016-539

Moved by: Councillor Whalen
Seconded by: Councillor McArthur

Be it resolved that Council agrees to rise with report from Closed Session at 7:55 p.m.

Carried

Matters from Closed Session

- a) Adoption of the October 4, 2016 – Closed Session Minutes**

Resolution No. 2016-540

Moved by: Councillor Whalen
Seconded by: Councillor Foley

Be it resolved that Council approves the October 4, 2016 Closed Session Minutes as printed.

Carried

- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – Proposed Acquisition or Disposition of Land – ARO Update and Memo 023-2016-CS**

Resolution No. 2016-541

Moved by: Councillor Whalen
Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 023-2016-CS;

That Council, through a *Letter of Intent*, was permitted by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) to investigate the potential of acquiring certain lands and buildings associated with the Agricultural Research Institute of Ontario (ARIO); and

That Council hereby directs staff to forward a formal notice to OMAFRA declining to enter into an Offer of Purchase and Sale for the ARIO property.

Carried

20. Confirming By-law

Resolution No. 2016-542

Moved by: Councillor Foley
Seconded by: Councillor McArthur

Be it resolved that By-law No. 2016-166 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **October 18, 2016** be hereby introduced and given first and second reading.

Carried

Resolution No. 2016-543

Moved by: Councillor Foley
Seconded by: Councillor McArthur

Be it resolved that By-law No. 2016-166 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2016-544

Moved by: Councillor Foley
Seconded by: Councillor Whalen

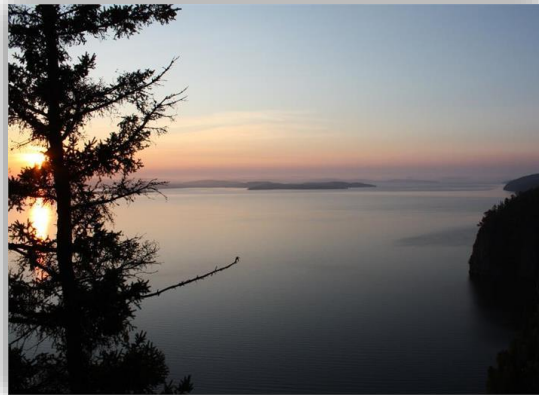
Be it resolved that City Council adjourns at 7:57 p.m.

Mayor – Carman Kidd

Clerk – David B. Treen

City of Temiskaming Shores

COMPREHENSIVE ZONING BY-LAW REVIEW



*Presented By:
Rick Hunter
Planscape*

November 1, 2016

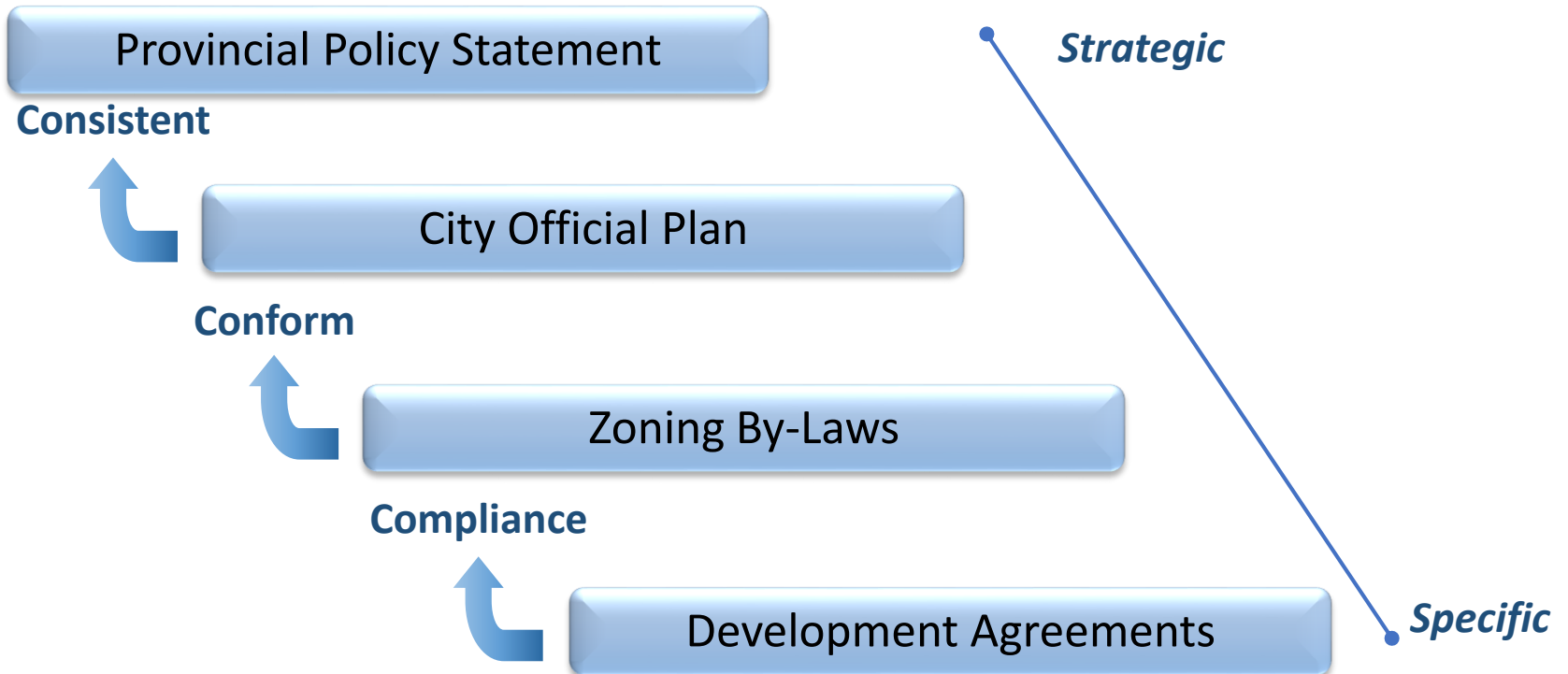
OUTLINE

- *Planning Framework & Foundation*
- *Objectives*
- *Council and Staff Involvement*
- *Public Engagement Program*
- *Work Program*
- *Time Frame*
- *Project Deliverables*



PLANNING FRAMEWORK

PLANNING ACT



FOUNDATION OF A GOOD ZONING BY-LAW



OBJECTIVES

Create a modern, efficient, comprehensive Zoning By-law that:

- *Implements and builds upon the City's Official Plan*
- *Is consistent with the Provincial Policy Statement*
- *Reflects the aspirations of Council and residents*
- *Replaces the three existing zoning by-law (and amendments) in effect since the mid 80's*
- *Sets common development standards*
- *Is easily administered by Staff*



COUNCIL & STAFF INVOLVEMENT

- *Achieve significant local involvement*
- *Ensure resulting document is relevant to the community*
- *Planscape to report frequently through Planner*
- *Planscape to provide monthly written updates*
- *Presentation to Council at Milestone Points*
- *Planner and Chief Building Official to have key roles in project*



PUBLIC ENGAGEMENT PROGRAM

- *Traditional mix of open houses and public presentations*
- *Meetings and contact with specific stakeholders*
- *First Nation and Metis consultation*
- *Initial Public Meeting to be held upon completion of background report and identification of issues and potential zone changes*
- *Planscape will be available to address public concerns as process evolves*



3 – STAGE WORK PROGRAM



Discover a whole new Ontario • Découvrez un tout nouvel Ontario

COMPREHENSIVE ZONING BY-LAW

CGP-RFP-001-2016

Proposal For Consulting Services

June 10, 2016



1. *Background Review*
2. *Preparation of Draft Zoning By-law and public engagement*
3. *Zoning By-law Approval Process*

WORK PROGRAM

- | | |
|--|------------------|
| • Public Engagement Program | - Underway |
| • Review Existing By-laws | - Underway |
| • Review Official Plan | - Underway |
| • Prepare Draft Background/Issues Report | - Underway |
| • Initial Public Open House/Presentation | - Late Fall 2016 |
| • Finalize Background Report | - |
| • Prepare Preliminary Zoning By-law | - Early 2017 |
| • Prepare Base Mapping | - |
| • Prepare Draft 1 Zoning By-law for Public Review | - |
| • Public Open Houses/Consultation | - March 2017 |
| • Analysis and Resolution Report | - |
| • Prepare Draft 2 Zoning By-law for Review with City | - April 2017 |
| • Prepare Draft 3 Zoning By-law for Statutory Review | - June 2017 |
| • Prepare Approval Version for Adoption by Council | - July 2017 |
| • Council Adoption and Notice of Adoption | - August 2017 |



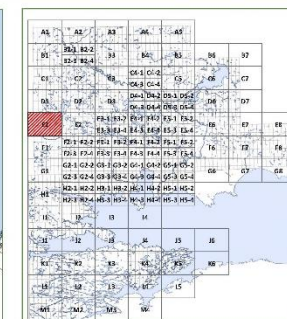
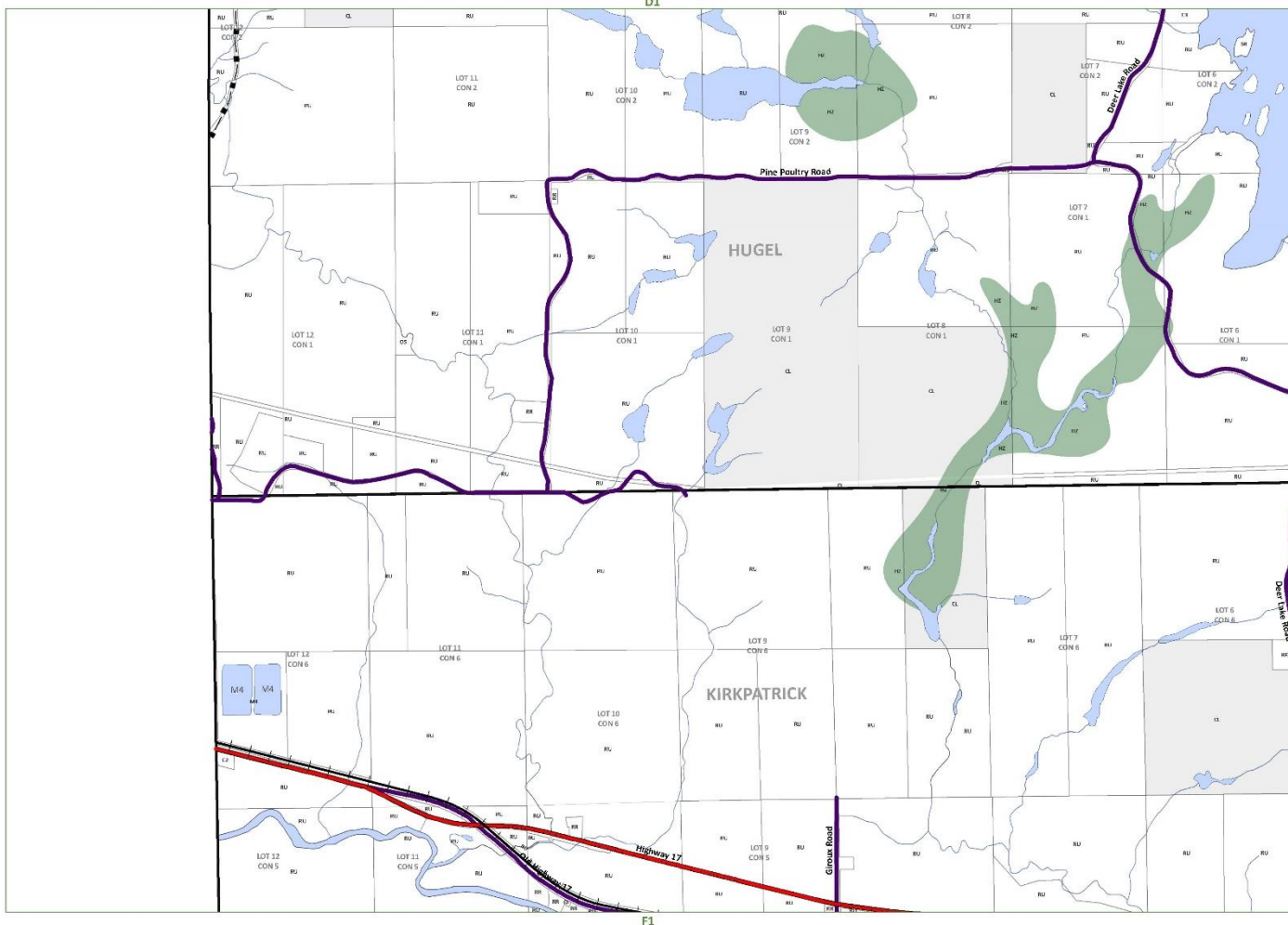
APPROACH TO MAPPING



WEST NIPISSING OUEST
ZONING BY-LAW 2014-25

OFFICE CONSOLIDATION
OCTOBER 1, 2015

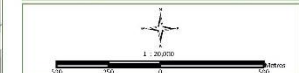
Schedule E1
HUGEL/KIRKPATRICK



A1	Agriculture One	RU	Rural
A2	Agriculture Two		
R1	Residential One	R2	Residential Two
R3	Residential Three	R4	Residential Four
SR	Shoreline Residential		
RR	Rural Residential		
MHR	Mobile Home Residential		
C1	General Commercial	C2	Highway Commercial
CT	Tourist Commercial		
M1	Light Industrial	M2	Heavy Industrial
M3	Extractive Industrial		
CL	Crown Land	OS	Open Space
CF	Community Facility		
PSW	Provincially Significant Wetland		

HZ	Hazard Lands
WMIA	Waste Management Influence Area
SA	Settlement Areas
FMB	Former Municipal Boundaries

Hwy	Highways	PR	Private Roads
TR	Township Roads	RR	Resource Roads
P	Pipelines	R	Rail Lines



This map is for informational purposes only. The information displayed on this map has been derived from a variety of sources, including but not limited to, the City of Temiskaming Shores, the Ministry of Natural Resources, the Ministry of Transportation, and the Ministry of the Environment. The City of Temiskaming Shores is not responsible for any errors or omissions in this map. The information is provided as a guide only and should not be used for any other purpose.

PLANScape
BUILDING COMMUNITY THROUGH PLANNING
October 1, 2015

ZONING COMPARISON TABLE

TABLE XX – PERMITTED USES FOR AGRICULTURAL AND RURAL ZONES (EXISTING BY-LAWS)

USE	Haileybury		New Liskeard	Dymond		
	RU	AG	R1	RR	A1	RU
All Uses Accessory to Main Use	•	•				
Agricultural Services	•	•				
Agricultural Use	•	•				
Bunkhouse, related to farm operation					•	•
Camping Establishment	•					
Community Centre	•					
Conservation Uses	•	•				•
Dwelling, Accessory					•	•
Dwelling, Converted	•					
Dwelling, Existing					•	
Dwelling, Recreational / Seasonal	•			•		
Dwelling, Single Family			•	•		
Equipment storage building					•	•
Existing Uses	•	•				
Farm					•	•
Firehall	•					
Forestry	•	•				•
Fuel pump island, private					•	•
Gas meter station regulator					•	

AGRICULTURAL AND RURAL ZONES

Zone Symbols

Haileybury

Rural

Agricultural

RU

AG

New Liskeard

Rural Residential

R1

Dymond

Rural Residential

Agricultural

Rural

RR

A1

RU

PROJECT DELIVERABLES

- *BACKGROUND/ISSUES REPORT*
 - *Conformity to Official Plan*
 - *Consistency with PPS*
 - *Review of Existing zoning standards and potential revisions*
 - *Specific Issues*
 - *Exceptions and Minor Variances*



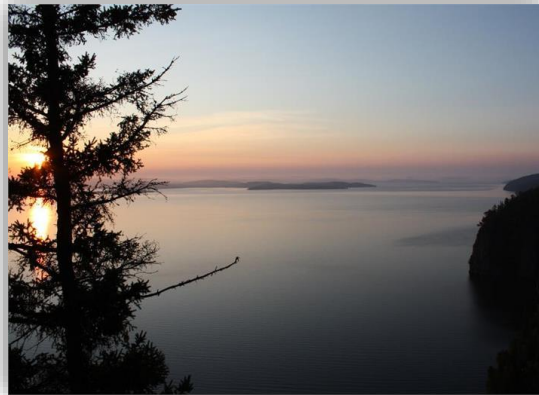
PROJECT DELIVERABLES

- *NEW COMPREHENSIVE ZONING BY-LAW*
 - *Preliminary Draft – staff review*
 - *Draft 1 – initial public review*
 - *Draft 2 and 3 – revisions and refinement*
 - *Statutory public review – open house and council meeting*
 - *Final Document Suitable for passage by Council*



City of Temiskaming Shores

COMPREHENSIVE ZONING BY-LAW REVIEW



*Presented By:
Rick Hunter
Planscape*

November 1, 2016



NORTHEAST
COMMUNITY
NETWORK

NECN
RCNE

LE RÉSEAU
COMMUNAUTAIRE
DU NORD-EST

City of Temiskaming Shores

Tuesday, November 1, 2016



What drives us

The Northeast Community Network is the economic driver for the communities it serves.

- It anticipates, monitors, coordinates and facilitates regional development in partnership with all community stakeholders by promoting the utilization of available resources in the region from Constance Lake First Nation to Temiskaming Shores to Timmins along Highways 101 and 11 and the Unincorporated Territories within these boundaries.
- The NeCN promotes a collaborative approach in developing new opportunities to enhance economic development within the region and to coordinate applied research in support of forestry, mining, agriculture and tourism business development.



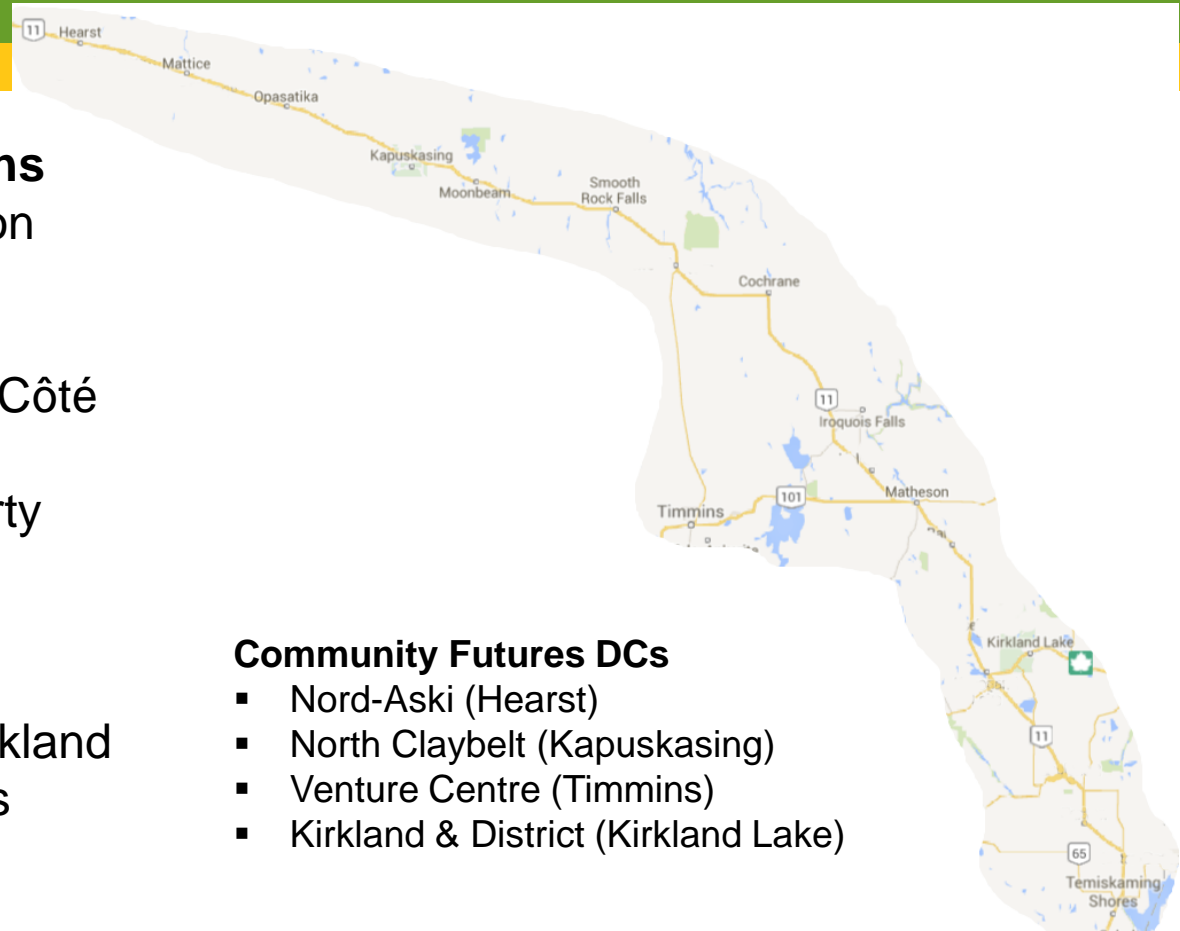
Membership

Municipalities & First Nations

- Constance Lake First Nation
- Wahgoshig First Nation
- Town of Hearst
- Municipality of Mattice-Val Côté
- Township of Opasatika
- Municipality of Val Rita-Harty
- Town of Kapuskasing
- Town of Kirkland Lake
- Municipality of Moonbeam
- Township of Fauquier-Strickland
- Town of Smooth Rock Falls
- Town of Cochrane
- Town of Iroquois Falls
- Township of Black River-Matheson
- Temiskaming Shores
- City of Timmins

Community Futures DCs

- Nord-Aski (Hearst)
- North Claybelt (Kapuskasing)
- Venture Centre (Timmins)
- Kirkland & District (Kirkland Lake)



**NORTHEAST
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DU NORD-EST**

Sectors

1. Agriculture

2. Mining

3. Forestry

4. Tourism



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DU NORD-EST**

Projects

- 2008 Study - North Claybelt Agri-Network (NCBAN)
- 2011 Study – University of Guelph
- 2013 March: ‘Growing the North’ Agricultural Symposium
- 2014 April: Strategic Planning Session
- 2014 SNAP Pilot program (in collaboration with RAIN, Eat Local Sudbury, Clover Belt)
- 2015 Food Security Research Network Case Study
- 2015 Ag Information Hub & Directory Development (in collaboration with NOFIA)
- 2015 NeCN Regional Tile Drainage & Land Clearing Consortium (Total of 1,141 acres)



COMMUNITY
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DU NORD-EST

A few projects

Mining Sub-Committee

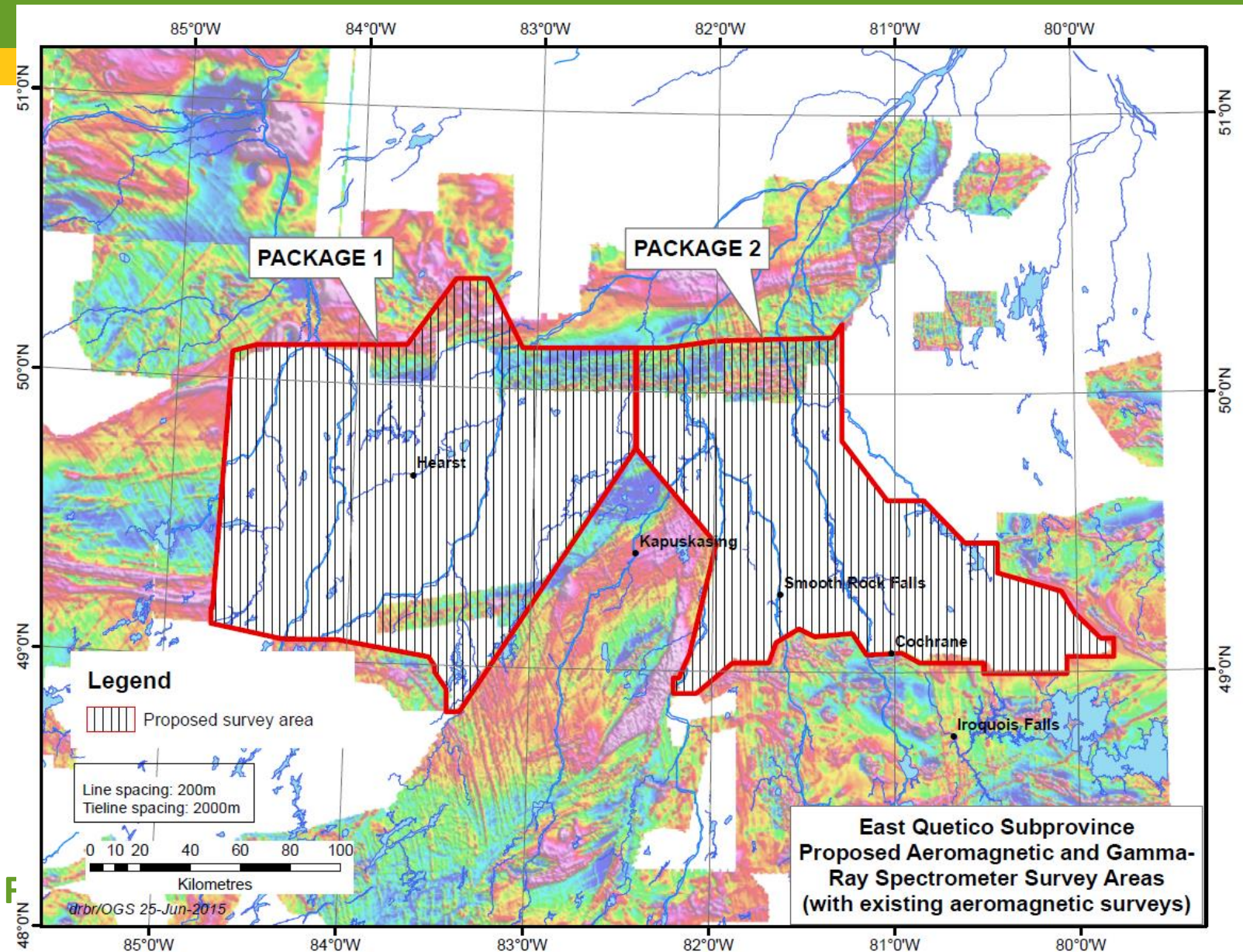
- Airborne geophysical surveys flown in 2015.

Tourism Sub-Committee

- ‘World’s Best Snowmobile Destination’ Project
- Northeastern Ontario Snowmobile Summit



Airbone Geophysical Survey Areas



World's Best Snowmobile Destination

THE SUMMIT | REGISTRATION 



TAKE THE SURVEY

ENGAGED STAKEHOLDERS

PROJECT MILESTONES

THE SUMMIT



NECN
RCNE
IRE

Other 2016-2017 Projects

- 2016-2017 NeCN Regional Tile Drainage & Land Clearing Consortium (Total of 3,145 acres)
- Snowmobile Summit, November 3&4, 2016 (Cochrane, ON)
- Soil & Crop Improvement Association workshops
- 2016 Mining Local Food in Northern Ontario



Agricultural Symposium 2017



Grassroots Innovation
Since 1939

N.E.O.S.C.I.A. - Executive

President:
Darren Gray (705) 647-9485
Secretary/Treasurer:
Neil Tarlton (705) 692-7276

Ontario Soil & Crop Association Regional Director

Algoma, Manitoulin, Sudbury, Nipissing,
Parry Sound, Muskoka, Cochrane, Temiskaming:
Mack Emery (705) 865-2249

District Soil & Crop Assoc. Contacts

Algoma:
Harold Stewart (705) 842-0392
Cochrane:
Dan Cook (705) 272-3964
Manitoulin:
Marco Williamson (705) 859-2528
wfarms@amtelecom.net
Muskoka:
Ken Pearcy (705) 385-2844
Nipissing West/Sudbury East:
Steven Roberge (705) 594-9370
Parry Sound/Nipissing East:
Klaus Wand (705) 724-2314
Sudbury West:
James Found (705) 969-4597
Temiskaming:
Dennis Jibb (705) 563-8405

Ministry of Agriculture,
Food and Rural Affairs



Northern Ontario Regional Office

Ontario Ministry of
Agriculture, Food and Rural Affairs
P.O. Box 521, Hwy. 64
Caldwell Township Building, Verner, ON P0H 2M0
TOLL FREE / General Inquiry 800-461-6132
FAX (705) 594-9675
firstname.lastname@ontario.ca

Breaking Ground

(in Northeastern Ontario) *Spring 2013*

A Publication of the North Eastern Ontario Soil & Crop Improvement Association (NEOSCLA)

Growing The North in District of Cochrane

by Graham Gambles, Regional Communication Coordinator, NEOSCLA



Kapuskasing Civic Centre hosts 186 delegates at first annual Agricultural Symposium

The Northeast Community Network (NeCN) put the focus on the agricultural redevelopment and expansion of the "northern claybelt region" at Kapuskasing on March 15/16, 2013. Primarily located in the District of Cochrane (within Ontario) and in the Abitibi region of Quebec, the area encompasses more than 29 million acres. With only 2% of the land mass in any form of development, this is the largest untapped reserve of agricultural soils on the continent.

With 16 million acres of this claybelt in Ontario, it dwarfs the 10 million acres currently farmed (and at risk of urban development) in southern Ontario. With low land prices and increasingly favorable climate, Black River-Matheson Mayor, Mike Millinkovich, stated: "We are the future bread basket of North America and we are going to make it happen!" Recently, demand for land has been increasing with Mennonite families from southern Ontario moving in and large family farms

Agriculture Sub-Committee currently preparing the second Symposium scheduled for March 30-31, 2017 in Kapuskasing, Ontario



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Structure

NeCN Board of Directors

Agriculture
Sub-Cttee

Mining
Sub-Cttee

Tourism
Sub-Cttee

Forestry
Sub-Cttee



**NORTHEAST
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DU NORD-EST**

Moving Forward

- Financial revenue structure
- Municipalities are our main funding source



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DU NORD-EST**

Thank you



**NORTHEAST
COMMUNITY
NETWORK** NECN
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COMMUNAUTAIRE
DU NORD-EST**



The Federation of Northern Ontario Municipalities

For immediate release:

FONOM Travels to Greater Sudbury for Board of Directors Meeting

October 12, 2016 – Kapuskasing, ON - The Federation of Northern Ontario Municipalities (FONOM) travelled to the City of Greater Sudbury for the regular meeting of the Board of Directors which was held on October 7, 2016 at the Holiday Inn.

The meeting was held following the Northern Ontario Business Awards so that the Board of Directors could attend the ceremony and extend support for the business community across the North. "Northern Ontario Business President, Michael Atkins, has put on a successful event for thirty years, recognizing the small, medium and large businesses of Northern Ontario and the contributions that they make," says Mayor Alan Spacek of Kapuskasing and President of FONOM.

The Board discussed a number of key issues affecting the region including unaffordable electricity rates, implications of the Province's recent announcements of an 8 percent reduction on electricity bills and further reductions for customers in the low density category, as well as concerns that the Federal Economic Development Initiative for Northern Ontario (FedNor) is not receiving the financial resources that it should.

The Directors also provided local updates from the Districts or Cities that they represent on the Board. "It is important to have an opportunity to come together, hear the concerns from across the Northeast and find a common position to unite the region," said Mayor Spacek.

The Northern Policy Institute's President and CEO, Charles Cirtwill, provided an update on policy issues and research being undertaken in Northern Ontario. The presentation also focused on a number of the Institute's initiatives including the Northern Ontario Data Consortium which seeks to combine resources to share data purchase costs and ultimately lowering barriers in accessing data. "FONOM sees the value of the Northern Policy Institute and committed to a closer working relationship as well as promoting their programs to our membership," stated Spacek.

The next meeting of the Board of Directors will take place in the New Year.

-30-

For More Information:

Mayor Alan Spacek
President of FONOM
705 335 0001

88 Riverside Drive, Kapuskasing, ON P5N 1B3 Tel: (705) 337-4454 Fax: (705) 337-1741
Email: fonom.info@gmail.com Website: www.fonom.org

From: Wilkinson, Lorraine [<mailto:lwilkinson@hsnsudbury.ca>]
Sent: October-13-16 1:40 PM
To: Chris Oslund
Subject: Help Us Bring a P.E.T. Scanner to Northeastern Ontario



P.E.T. Scanner
(POSITRON EMISSION TOMOGRAPHY)

FOR NORTHEASTERN ONTARIO

"PULLING EVERYONE TOGETHER IN THE SPIRIT OF SAM BRUNO"

Dear Chris Oslund – Clerk the City of Temiskaming Shores,

We are one step closer to bringing a P.E.T. Scanner to Northeastern Ontario. In December 2015, the Ministry of Health approved funding the annual operational costs for a P.E.T. Scanner at Health Sciences North in Sudbury. The **Sam Bruno Committee** has pledged to raise \$3.5 million for the cost of the equipment, and together with the Northern Cancer Foundation (NCF) – has raised \$2.4 million to-date.

A Positron Emission Tomography (P.E.T.) Scanner is a **critical diagnostic tool used for the detection of cancer and cardiac disease**. It is also a valuable research tool that will help our physicians and researchers make new treatment discoveries for patients.

The **City of Greater Sudbury** approved a motion to provide funding of \$1 million dollars as follows:

"AND WHEREAS at its meeting of the Finance and Administration committee as at February 3, 2016, the City of Greater Sudbury voted to provide funding of \$100,000 per year for up to 10 years to Health Science North towards the purchase of a P.E.T. Scanner"

"The P.E.T. Scanner will benefit citizens across Northeastern Ontario by shortening medical excursions, increasing quality family time, and making the difficult journey easier for patients and their families. Together let's bring this P.E.T. Scanner to Sudbury for all our communities." – Sudbury Councillor Joscelyn Landry-Altmann

How can you as a Municipality/Township in Northeastern Ontario help?

To make a donation, please contact Lorraine Wilkinson at the NCF: 705-523-4673 or lwilkinson@hsnsudbury.ca. Lorraine has been working with many of our municipalities to help bring the P.E.T. Scanner to your Cancer Centre.

Thank you for supporting Sam Bruno's dream and helping future patients from Northeastern Ontario get access to this **vital equipment, close to home**.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Hartman".

Mark Hartman

Regional Vice President, Northeast, Cancer Care Ontario
Vice President, Cancer and Clinical Support Programs, Health Sciences North



Health Sciences North's vision is to be globally recognized for patient-centred innovation.

Dear CAO, Clerk, Treasurer:

I am writing to let you know that nominations are open for the 2017 [Premier's Awards for Excellence in the Arts](#) and to encourage you to share this information in your community. Attached you'll find a toolkit that can be used to spread the word about this important program.

The Premier's Awards celebrate artists and arts organizations for their outstanding achievements and contributions that breathe life into our communities, help drive innovation and strengthen local economies.

The awards are a way for us as audiences, fans and followers of their great work to applaud the innovators, creators, producers and performers, whose talent and passion enrich our lives and help our communities become stronger and more vibrant.

Each year, two awards are presented: an artist award of \$35,000 and an arts organization award of \$50,000. The program recognizes professional artists and arts organizations whose contributions span a significant period of time.

Details and nomination forms are available on the Ontario Arts Council [website](#). **The nomination deadline is December 1, 2016.** Any Ontario resident is welcome to submit a nomination.

Thank you for helping us celebrate artists and arts organizations who share their talents with us and improve our communities.

Sincerely,

Maureen Adamson
Deputy Minister

Resolution to reinstate passenger train service in Northern Ontario



Photo of the existing Budd Car service between Sudbury & White River

Dear Passenger Rail Stakeholder :

The Northern & Eastern Ontario Rail Network (NEORN) sent a letter earlier this year in May to elected officials and staff of every municipality requesting their support for the immediate revival of passenger train service in the region. My colleagues at NEORN wanted to confirm that your municipality received a copy of this letter. We also want to encourage every community and First Nation located in this corridor to consider passing a resolution to assist NEORN in demonstrating the need for reinstating passenger rail service in the region.

Utilizing the existing rail infrastructure, our organization is advocating for a new delivery system for passenger rail service that connects Northern Ontario & Muskoka with Southern Ontario. While the provider of this future service has yet to be identified (whether it is Ontario Northland, GO Transit, VIA Rail or another third party), NEORN recognizes that the successful operation of the train would include (though, not limited to) the following conditions :



- Favourable schedules that cater to the needs of families, seniors, students and tourists
- Affordable prices for users of the service
- Comfortable & modern equipment that is cost efficient & environmentally friendly
- A service that is reliable, punctual, and that benefits from priority on the tracks it uses
- Proper marketing & awareness creation strategies

Northern Ontario has a transportation network that is increasingly fragile due to climate change, natural disasters & automobile collisions. Many communities are remotely situated and have few or no parallel publicly funded roads. Numerous villages & towns have suffered from being bypassed as a result of the four-laning of highway 11 or 69. With the lack of a grid-like road network as found in Southern Ontario, students, seniors, families & travelers are simply unable to circumvent road closures due to accidents, weather related incidents, forest fires, floods and in some instances, sink holes.

Very few airports in Northern Ontario provide regularly scheduled flights; many of which are unaffordable for frequent, long distance travel. Passenger rail service, interlinked with corresponding surface modes of transportation, provides a primary or alternative means of transportation for people, personal freight and mail to reach many communities situated in the Districts of Algoma, Cochrane, Kenora, Manitoulin, Muskoka, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay, Timiskaming & Greater Sudbury.

Northern Ontario has a network of approximately 6 000 kilometres of existing rail infrastructure, interlinking a significant portion of municipalities and First Nations throughout the region. There are a number of economic, environmental, practical, social and health factors that contribute to the importance of frequent and reliable passenger train service for communities, businesses and visitors looking to explore and travel great distances throughout the Cambrian Shield.

NEORN is actively attempting to demonstrate to the provincial and federal governments of the need for publicly supported investments in this endeavour, as is the case in every other jurisdiction in Canada. We are working towards initiating an impact study to demonstrate the socio-economic value of reinstating passenger rail service in Northern Ontario.

Continued on page two...

Sample resolution for supporting the retention of rails and return of passenger rail services

Whereas passenger rail in Northern Ontario is an essential infrastructure for economic development, resource-based industries, tourism, access to health care, sustainability and socio-economic connectivity, the _____ (insert name of municipality) supports the Northern and Eastern Ontario Rail Network (NEORN) in their advocacy for reliable and affordable passenger train service throughout Northern Ontario.

The _____ (insert name of municipality) also requests the Northern Ontario Multimodal Transportation Study (NOMTS) recommends to the Province of Ontario to retain existing passenger rail services, reinstate recently cut train services and provide interconnectivity with corresponding bus & marine shuttles.

FORWARD TO :

- 1) **Your local Council for their additional support**
- 2) **Northern and Eastern Ontario Rail Network** neornpassengertrains@gmail.com
- 3) **Ministry of Transportation**
77 Wellesley Street West
Ferguson Block, 3rd Floor
Toronto, ON M7A 1Z8

Steven Del Duca, Minister
steven.delduca@ontario.ca

Stephen Rhodes, Deputy Minister
stephen.rhodes@ontario.ca
- 4) **Ministry of Northern Development and Mines**
159 Cedar Street
Sudbury, ON P3E 6A5

c/o Northern Ontario Multimodal Transportation Study
Roberta Bondar Place, Suite 200, 70 Foster Drive
Sault-Ste-Marie, ON P6A 6V8

Michael Gravelle, Minister
mgravelle.mpp.co@liberal.ola.org

David de Launay, Deputy Minister
david.delaunay@ontario.ca
- 5) **Ministry of Tourism, Culture and Sport**
900 Bay Street
Hearst Block, 9th Floor
Toronto, ON M7E 2A1

Eleanor McMahon, Minister
eleanor.mcmahon@ontario.ca

Maureen Adamson, Deputy Minister
maureen.adamson@ontario.ca
- 6) **Northern Ontario Multimodal Transportation Study** contact@nomts.ca
c/o IBI Group
7th Floor, 55 St. Clair Avenue West
Toronto, ON M4V 2Y7

Sincerely,

Éric Boutilier

Spokesperson

Northern & Eastern Ontario Rail Network

CONTACTS

MUSKOKA-PARRY SOUND

Lucille Frith
(705-789-8903)

NIPISSING

Éric Boutilier
(705-477-9797)

ALGOMA

Linda Savory-Gordon
(705-949-2301 ext. 4320)

ALGOMA

Dawne Cunningham
(705-759-6195)

Dave Treen

From: OPP MPB Financial Services Unit (OPP) <OPP.MPB.Financial.Services.Unit@opp.ca>
Sent: October-19-16 4:08 PM
To: Municipality; Laura Lee MacLeod
Subject: 2017 CSPT Grant Allocation - Temiskaming Shores

We are pleased to advise you that The Ministry of Community Safety and Correctional Services (MCSCS) has finalized the 2017 Court Security and Prisoner Transportation (CSPT) Grants. As noted in the [2017 OPP Municipal Policing Billing General Information](#) summary, the grant allocation was not included in the annual billing statements.

We have determined your municipality's 2017 grant allocation under the CSPT program to be **\$134,093**. Two credit adjustments will be issued to the municipality in 2017 for the grant allocation, 25% in February and the remainder by September. Please note that 2016 reconciled CSPT costs will be compared to the actual grant allocated for 2016 and any grant overpayment will be removed from your September 2017 grant allocation.

If you have any questions regarding the grant allocation please contact OPP.MPB.Financial.Services.Unit@OPP.ca.

Respectfully,

Municipal Policing Bureau
Financial Services Unit

Nous sommes heureux de vous informer que le ministère de la Sécurité communautaire et des Services correctionnels a finalisé les subventions pour la sécurité des tribunaux et le transport des prisonniers (STTP) de 2017. Comme indiqué dans le sommaire [Renseignements généraux sur la facturation aux municipalités des services policiers fournis par la Police provinciale \(2017\)](#), l'attribution de la subvention n'était pas incluse dans les relevés de facturation annuels.

Nous avons déterminé l'attribution de la subvention de 2017 de votre municipalité en vertu du programme de la STTP est **134 093 \$**. Deux notes de crédit seront délivrées à la municipalité en 2017 pour l'attribution de la subvention, 25 % en février et le reste en septembre. Veuillez noter que les coûts rapprochés de la STTP de 2016 seront comparées à la subvention réelle attribuée pour 2016 et tout paiement excédentaire de la subvention sera supprimé de votre attribution de subvention en septembre 2017.

Veuillez adresser toute question ou préoccupation concernant l'attribution de la subvention au Bureau des services policiers des municipalités, par courriel à OPP.MPB.Financial.Services.Unit@OPP.ca.

Avec respect,

Bureau des services policiers des municipalités
Unité des services financiers



Garbage and Recycling Services
643377 Sunnyside Rd
Haileybury, ON P0J 1K0
705-647-6217
phippen@parolink.net

RECEIVED

OCT 14 2016

September 12, 2016

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

Attention: Mayor and Council

RE: Intersection of Sunnyside Road and Clover Valley Road

Dear Mayor Kidd and Council

It is because of great concern that I am writing this letter once again concerning the intersection of Sunnyside Road and Clover Valley Road. I have enclosed the response letter I received on December 21, 2012 and I'm disappointed there have been no improved conditions.

Visibility on the hill related to the above noted area is impossible to judge if there is any oncoming traffic. Motorists turning off Clover Valley Road onto Sunnyside Road cannot see oncoming vehicles. The same problem occurs when trying to turn from Sunnyside Road onto Clover Valley Road or crossing this intersection. Also north bound vehicles on Clover Valley Road are not able to see vehicles crossing at the top of the hill until it may be too late.

We have witnessed motorists not taking the time that is needed to proceed safely when making a left hand turn at the top of the hill. As hard as it is to believe myself and four other family members have had incidences when stopped at the top of the hill to take the time to have a good look for oncoming traffic with a left signal on and a south bound vehicle has passed on the left lane on top of the hill. This could have caused a fatal accident involving three vehicles. Many motorists travel at a significant speed up and down this hill not thinking of any oncoming traffic and the danger it may cause.

As I am sure you are aware, there have already been accidents including your grader at this location and other close calls. I'm concerned for the safety of all motorists and especially the children on the school bus that turns on and off this intersection at peak hours when there is a significant amount of traffic.

I am asking you to please review this location once again and proceed to make it a priority to improve its condition. I feel this dangerous section of roadway should be taken into consideration in this year's road maintenance budget as I feel it cannot be compared to the cost of a life.

Sincerely

Lois Phippen
Lois Phippen

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



Tel: (705) 672-3363
Fax: (705) 672-2911
www.temiskamingshores.ca

December 21, 2012

Phippen Waste Management
643377 Sunnyside Road
Haileybury, ON
P0J 1K0

Attn.: Mrs. Lois Phippen

Dear Mrs. Phippen

RE: Intersection of Sunnyside and Clover Valley Roads

Thank you for your letter, received on October 29, 2012 addressed to Mayor Kidd, regarding concerns related to the above noted area. I have been asked to review and respond to your concerns.

As you have indicated in your correspondence, the existing conditions at this location may not meet current design standards for roadways and are a result of the topography of the surrounding lands. I understand, through my discussions with staff, that both the motoring public and the road maintenance crews have had issues in the past.

I can reassure you that the City of Temiskaming Shores and to former Town of Haileybury have reviewed this particular section of roadway on a number of occasions and have discussed many options that may lead to improved conditions for all interested parties.

In conjunction with the preparation of the recently mandated Asset Management Plan for the City of Temiskaming Shores, our staff will be conducting a thorough review of this and all roadway sections within the municipality to verify both the current conditions and priority in which this and other works should be carried out in the future.

I will be discussing this situation with both the Public Works and Protection to Persons and Property Committees for their input and possible solution.

Should you have any further concerns or questions, please contact me at 705-672-3363,
Ext. 4126.

Sincerely,

A handwritten signature in dark ink, appearing to read 'G. Douglas Walsh', with a long horizontal flourish extending to the right.

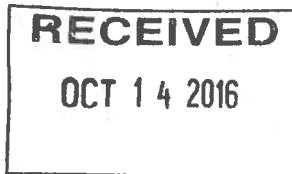
G. Douglas Walsh, CET
Director – Public Works

c.c. Chris Oslund, City Manager
Sue Weiss, Clerk
Carman Kidd, Mayor
Property file



October 10, 2016

Carman Kidd
Mayor
City of Temiskaming Shores
325 Farr Drive,
Haileybury, ON P0J 1K0



Dear Mayor Kidd:

RE: LAS Natural Gas Program – 2014-15 Period Reserve Fund Rebate

LAS is pleased to announce a rebate to all LAS Natural Gas Program members. The amount being rebated back to your municipality is **\$5,196.69**.

This amount represents your municipality's proportionate share of the \$1 million reserve fund surplus that is being returned to program members that had accounts enrolled in the LAS Natural Gas Program during the 2014-15 program year (November 1, 2014 - October 31, 2015).

A copy of this letter and the cheque for your municipality has been sent to the designated LAS program contact (see CC below).

Your municipality's share of the program reserve fund was calculated using actual consumption data for all accounts enrolled in the LAS program for the period. The consumption data was aggregated at the organizational level and the payment amount is based on your proportionate share of the total LAS program volume.

We look forward to your continued involvement in this valuable program. Should you have any questions please contact Jason Hagan, LAS Program Manager at ext. 320 or at jhagan@amo.on.ca.

Sincerely,


Judy Dezell
Director

CC: Mitch Lafreniere, Manager of Physical Assets



Hello,

Please be advised that at the regular meeting of the Board of Directors held on October 7, 2016, the Federation of Northern Ontario Municipalities (FONOM) discussed Resolution No. 2016-356 from the City of Temiskaming Shores regarding electricity rates in Ontario. As FONOM has previously supported the need for the province to reduce electricity rates in Ontario, the Board did not vote on this resolution. I have attached FONOM Resolution No. 2015-09 for your information.

Should you require additional information, please do not hesitate to contact me.

Regards,

--

Alison Stanley
Information and Communications Officer
Federation of Northern Ontario Municipalities
88 Riverside Drive
Kapuskasing, ON P5N 1B3
Tel: (705) 337-4454
Fax: (705) 337-1741



MOVED BY: Dan O'Mara

SECONDED BY: Leslie Fields

RESOLUTION NO. 2015-09

"WHEREAS electricity rates in Ontario continue to increase significantly; and

WHEREAS the province has implemented positive programs such as the Northern Industrial Electricity Rate program to assist the Northern economy; and

WHEREAS further efforts are needed to ensure that Northern Ontarians will be able to afford their electricity bills; and

THEREFORE BE IT RESOLVED THAT the Federation of Northern Ontario Municipalities (FONOM) requests that the Province of Ontario take immediate action to prevent any further increases to electricity rates; and

BE IT FURTHER RESOLVED THAT a copy of this resolution be sent to the Premier of Ontario, the Minister of Energy, the Minister of Northern Development and Mines, the Association of Municipalities of Ontario and the Leaders of the Opposition Parties."

CARRIED.

Ministry of Northern Development
and Mines

Office of the Minister

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

Ministère du Développement du Nord
et des Mines

Bureau du ministre

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



MNDM4676MC-2016-407

OCT 17 2016

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

Dear Mayor Kidd:

It was a pleasure meeting with delegates from the City of Temiskaming Shores at the Association of Municipalities of Ontario (AMO) Conference on August 15, 2016, in Windsor.

As Minister of Northern Development and Mines, your input and knowledge of Northern Ontario municipal matters are important to me. Certainly, I appreciated having the opportunity to hear your community's thoughts and concerns regarding economic and service hubs, the municipality's work with the Ontario Northland Transportation Commission (ONTC) regarding a surplus property of interest, and snow removal along sections of Highways 558 and 567. I look forward to receiving more information from you on the snow removal issue. As the matter of winter road maintenance falls under the mandate of the Ministry of Transportation, I have taken the liberty of copying my colleague the Honourable Steven Del Duca, so he is aware of your concerns.

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

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

It was a pleasure meeting with delegates from Temiskaming Shores at AMO. In closing, please accept my best wishes.

Sincerely,

Michael Gravelle
Minister of Northern Development and Mines

c: The Honourable Steven Del Duca, Minister of Transportation

Temiskaming Shores Public Library Board

Meeting Minutes
Wednesday, September 14, 2016
7:00 p.m. at the New Liskeard Branch

1. Call to Order

Meeting called to order by Chair Donald Bisson at 7:00 p.m.

2. Roll Call

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

Regrets: Danny Whalen, Jeff Laferriere

Leave of absence: Cam Locke

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Roger Oblin

Seconded by: Robert Dodge

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

Carried.

Additions to the Agenda:

Correspondence e.: From Hilliard Township

Correspondence f.: From Cam Locke

4. Adoption of the Minutes

Moved by: Brenda Morissette

Seconded by: Robert Dodge

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, June 15, 2016 as presented.

Carried.

5. Business arising from Minutes

- a. Inquiry regarding Theresa McGrory's resignation from the Board and if a letter thanking her had been sent. A letter has been sent.

6. Correspondence

- a. From: Annik Boucher, Principal—Ecole secondaire catholique Sainte-Marie.

Re: Thank you for May Ball Bursary.

Reference: Information.

- b. From: Lexi Wowk

Re: Thank you for May Ball Bursary.

Reference: Information

- c. From: Devin Adams.

Re: Thank you for May Ball Bursary.

Reference: Information

- d. To: Anne Thibodeau, Présidente—ACFO-Témiskaming.

Re: Support for grant application.

Reference: Information

- e. From: Morgan Carson, Reeve—Township of Hilliard.

Re: Agreement for Public Library Services.

Reference:

Motion #2016-24

Moved by: Roger Oblin

Seconded by: Robert Dodge

Be it resolved that the Temiskaming Shores Public Library Board send a Library Services Contract to Hilliard Township. The Temiskaming Shores Public Library Board would be pleased to enter into a contract for library services with Hilliard Township.

Carried.

- f. From: Cam Locke, Trustee—Temiskaming Shores Public Library Board.

Re: Resignation with regret.

Reference:

Motion #2016-25

Moved by: Brenda Morissette

Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board accepts the resignation by Cam Locke with regret.

Carried.

7. Secretary–Treasurer’s Report

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

Buildings and Equipment:

Fire safety checks were conducted over the summer in the library buildings.

Business:

Connectivity Fund: The Connectivity Funding that the Southern Ontario Library Service (SOLS) has administered from the Ministry of Tourism, Culture and Sport for the last 16 years has been cut by over fifty percent for the 2016/17 fiscal year (our funding from March to December 2016). This means that SOLS will be making changes to how libraries are reimbursed from this fund--the plan is that libraries serving a population under 20,000 will be reimbursed in one lump sum for approved costs to the end of their fiscal year. As well, SOLS has been given no assurance that the Internet Connectivity Fund will be available in 2017/2018, and are recommending to libraries that they plan accordingly. For our library, this would mean a funding cut of about \$4400 in 2017 for internet access if they do not continue with the fund in 2017. I suggest that the board write a letter of protest to the Minister of Tourism, Culture and Sport.

The Board agreed to the writing of the letter of protest. There was also discussion about the current 2016 budget and the fact that in 2017 the Capacity Fund grant will also likely be cancelled, as the Ministry is reviewing the Public Library Operating Grant (PLOG) per capita amounts. It is likely that there will be about \$10,000 less in funding in 2017 than the library usually receives because of the cuts to these programs, however some of this may be offset by the PLOG if the review results in an increase to the per capita amount.

The CEO outlined that there may be extra funds in the library's professional development and mileage budget lines as some staff members did not end up taking planned courses and the CEO did not travel to as many meetings out of the area this year. The CEO asked the board for permission to use the extra funds to purchase three staff computers in 2016 because of the possibility that there will not be enough funds to do so in 2017. The Board agreed with the redistribution of funds to purchase the computers and directed the CEO to contact the IT Administrator to order the computers.

Digital Creator North (Near North Mobile Media Lab Trillium project): The program coordinator for the project will be visiting the library on Friday, September 16. She will look at the space available to for the lab and suggest ways of setting up the maker space. She expects that the NOHFC funding will come through early this fall and that we will be able to hire in October or November.

Ontario Library Capacity Fund Research and Innovation grant—Library value study: No updates at this time.

Community Hubs Group: I attended the Community Hubs Group visioning meeting on Wednesday, June 15. The group discussed doing a feasibility study and which agencies they might like to include in a physical location. I think it is worthwhile continuing to investigate this possibility while we wait to hear from the school board.

Conseil des Arts Temiskaming Arts Council: No updates at this time.

Contracting Townships: I have received, signed and returned the contracts for the Ministry for the four townships of Kerns, Hudson, Harley and Casey. The Clerk from Hilliard Township phoned me on August 22 asking for information about contracting with Temiskaming Shores. I told him that there is a requirement to match the provincial grant and he said he would take that information back to their council.

Student Library Cards: There was some discussion with the staff and some members of the public about the possibility of creating Student Library Cards for students that attend Timiskaming District Secondary School (TDSS) but live outside of Temiskaming Shores and are non-residents. Staff received a query from a student who lives in a township which contracts with a different library. Staff members discussed with the family the Library's policies for Non-resident library memberships, and the fact that TDSS has not approached the library to enter into an agreement for library services even though TDSS has removed staff and books from the high school library. The Board discussed the issue and agreed that if the school boards wish to enter into agreement to provide student cards and library service to non-resident students who live out of the area, the Temiskaming Shores Library Board would be pleased to do so.

Professional Development: I took the Advanced Excel online course "Customer Service in the Library" in May and June. Carmen Peddie has registered for the same course for the Fall. All permanent library staff except one received first aid training on Monday, July 25. Anna Turner has registered for two Excel Small Library Management courses for the fall: Collection Development for Children's Collections, and Planning for Library Service.

May Ball Fund Agreement: Jack Birtch and Christine McLeod from The Temiskaming Foundation have agreed to attend the October Library Board meeting to clarify the variance clause proposed in a letter to the Board in June.

Programming:

Visits to the Extendicare, Lodge and Manor nursing homes to exchange books are ongoing on Fridays by staff members and volunteers.

Gadget Help to the Extendicare. Anna Turner will be starting up visits again this fall.

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

Gadget Helper at both branches of the library

Thursdays, book a one-on-one time. This is starting back up in on September 8.

Temiskaming Shores Public Library Online Book Club

Would you like to try a book club from the comfort of your home? Work on your own timeline and comment whenever you can find some time! Great books, wonderful

discussions, and all conveniently on your schedule! Check us out on Facebook! Search for [TSPL Book Club](#)

Grandparent's Day Craft at the New Liskeard Branch Library

Saturday, September 10, 2016. Two sessions for children 4-6 and 7-10.

Les Liseuses à la succursale de New Liskeard

Les Liseuses de la bibliothèque publique de Temiskaming Shores – Club de lecture pour les adultes. Le premier mardi du mois de 10 h 15 à 11 h 15 à la succursale de New Liskeard. Date et heure spéciale pour le mois de septembre seulement : le mercredi 14 septembre de 9 h 45 à 10 h 45 – Livres “Surprise”.

Fête de la culture à la succursale de New Liskeard

L’historique du violon, Une présentation de Thérèse Saintonge. Cette présentation par Thérèse Saintonge non seulement comprend l’historique du violon mais aussi plusieurs aspects suivants: Fabricants, Famille des cordes, Violon utilisé pour bals et danses , Compositeurs célèbres, etc...

Le samedi 1er octobre de 14 h à 15 h 30

Finances and Statistics

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

8. Committee Reports

- a. Finance and Property Committee:** The CEO scheduled a Finance Committee Meeting for Wednesday, September 28 at 1:00 at the New Liskeard Branch
- b. Planning, Personnel, Policy and Publicity Committee:** Nothing to report
- c. Building Committee:** the Library Building Committee members gave an update on the meeting of September 8, 2016. The municipality has received the Canada 150 funding to update the building envelope of the New Liskeard Branch of the library and will begin with the roof next week.

9. New Business

- a. Report LIB-010-2016 Workplace Inspections.**

For information.

- b. Report LIB-011-2016 Library False Alarms.** The CEO has had discussions with the City Manager regarding the high incidence of false alarms this summer, several requiring the CEO to be called out in the middle of the night.

Motion #2016-26

Moved by: Roger Oblin
Seconded by: Robert Dodge

Be it resolved that the Temiskaming Shores Public Library Board agrees to follow the recommendations in report LIB-011-2016.

Carried.

- c. Report LIB-012-2016 Community Foundations Canada—Canada 150 grant application.**

Motion #2016-27

Moved by: Brenda Morissette
Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board accepts report LIB-012-2016 and applies to the Community Foundations Canada 150 grant program for the amount of \$1500 to be used for programming to celebrate Canada's 150 anniversary in 2017 as outlined in the report.

Carried.

- d. Auditors report.**

For information. The Board discussed and reviewed the Library's financial audit.

10. Closed Session

- a. Incident and accident reports**
- b. Staffing update**

Motion #2016-28

Moved by: Roger Oblin
Seconded by: Robert Dodge

Be it resolved that the Temiskaming Shores Public Library Board go into closed session at 8:25 p.m.

Carried.

Motion #2016-29

Moved by: Roger Oblin
Seconded by: Robert Dodge

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session at 8:49 p.m. without report.

Carried.

11. Plan, Policy and Bylaw Review

- c. Policy review: Accessibility Plan**

The plan was reviewed and amended by the board.

Motion #2016-30

Moved by: Robert Dodge
Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts library policy: "Accessibility Plan 2017-2021" as amended by the Board.

Carried.

12. Adjournment

Motion to adjourn by Roger Oblin at 8:55 p.m.

Chair – Donald Bisson

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores
Monday September 12, 2016

CALL TO ORDER

1.0 The meeting was called to order at 2:07 p.m.

2.0 ROLL CALL

PRESENT:	Tammy Caldwell; Irene Chitaroni; Joan Brazeau; Kerry Schubert-Mackey; Josette Côté; Jan Edwards; Val Haboucha; Nadia Pelletier
REGRETS:	Matt Tremblay; Karli Hawken; Cheryl Bakhuis; Marg Hooey; Deb Dekkers; Jean-Claude Carrière; Patricia Hewitt; Dalas Forget; Tony Rachwalski

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition to agenda – 9.vii: Age Friendly Guide; 9.viii: Northern Ontario Age Friendly Network update

4.0 APPROVAL OF AGENDA

ADOPTED BY: Nadia Pelletier

SECONDED BY: Josette Côté

That the agenda for the September 12th, 2016 Age Friendly Community Committee meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

ADOPTED BY: Jan Edwards

SECONDED BY: Val Haboucha

The meeting minutes of the July 11th, 2016 Age Friendly Community Committee Meeting Minutes be approved as amended.

CARRIED

7.0 DELEGATIONS/PUBLIC PRESENTATIONS

None

8.0 UNFINISHED BUSINESS

Webinar: Making the economic case for Age Friendly Communities: Val will send out a summary of the webinar to the group.

9.0 NEW BUSINESS

i) ***Results of the Council Meeting***

Tammie laid out the financial implications of approving the plan for the corporate services committee of council. At the next council meeting in September, council plans to adopt the plan and agree to consider the financial implications of doing so in the 2017 budget.

ii) ***Copy of Plan and Supplementary Materials***

The plan and supplementary material were distributed to the committee. Both have been translated into French, though the French versions still need to be bound. They will be available electronically as well.

iii) ***Funding***

The City applied for the New Horizons for Seniors Program to fund a Sip and Learn program, which would be a coffee hour once per week, alternating between New Liskeard and Haileybury. The program would include a speaker on topics selected by the older adult participants. Tammie thanks all the organizations who submitted letters of support for the application.

iv) ***Continuation of the Committee***

Amber's contract has ended. Val will be picking up some of the items that Amber identified as next steps to move forward on, and will be working one day per week at City Hall on AFC and other initiatives.

The committee discussed potential new membership. Val and Tammie will review the TOR and work on reaching out to the organizations that were identified during the July meeting and on identifying anyone else. The people identified to reach out to in July included: DTSSAB, First Nations, First Responders, Multicultural representative, Hospital Senior Friendly Committee, business community and the library. Additional suggestions included representatives of senior-led groups, such as the Cobalt seniors' club and Club du sourire.

v) ***Age Friendly Fair***

The Age Friendly Fair will be taking place on October 19th, 2016 at the Northern College gymnasium in Haileybury. Posters advertising the fair were distributed to the committee.

RSVP for participants is required by October 14th. Space is limited to 125 participants by funding available to provide lunch. There was discussion if there is a high volume of RSVPs, if there is room for more than 125 seniors once Tammie receives the floorplan, to request for organizations to make a donation or sponsor tables.

A working group has been convened to plan the Fair. Tammie will invite CSCT to join the working group as well.

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores
Monday September 12, 2016

vi) Email: Josee St-Pierre

Tammie received an email from Josée about the perceived need for affordable and accessible dental care for older adults. Tammie will send a response, including an invitation for Josée/Amuse Bouche to participate as a vendor at the Age Friendly Fair.

vii) Age Friendly Guide

The goal is to have the Age Friendly Guide completed and translated on time to launch it at the Age Friendly Fair.

viii) Northern Ontario Age Friendly Network

The Northern Ontario Age Friendly Network met on September 8. Val and Tammie participated. The group meets every two months, and includes a roundtable session of updates from communities, as well as speakers for knowledge sharing opportunities. If anyone has a topic they would like to learn more about, they should email Val and she will suggest it to the Network.

10.0 SCHEDULE OF MEETINGS 2016

All at 2 pm.

October 17th (location TBD)

November 14th

December 12th

January 9th, 2017

February 13th, 2017

March 13th, 2017

April 10th 2017

May 8th 2017

June 12th 2017

July 10th, 2017

August 14th, 2017

September 11th, 2017

October 9, 2017

November 13, 2017

December 11th, 2017

11.0 ADJOURNMENT

Meeting is adjourned at 3:40 pm.

Adjourned: by Nadia Pelletier

CARRIED

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores
Monday September 12, 2016

Committee Chair

Recorder

DRAFT

RECREATION SERVICES COMMITTEE MEETING MINUTES

Monday, September 12, 6:30 p.m.

New Liskeard Community Hall-Former Council Chambers-90 Whitewood Ave

1.0 CALL TO ORDER

The meeting was called to order at 6:30 p.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

There were no revisions or deletions to the agenda.

4.0 APPROVAL OF AGENDA

Recommendation RS-2016-059

Moved by: **Chuck Durrant**

Seconded by: **Jesse Foley**

Be it recommended that the Recreation Services Committee agenda for the September 12, 2016 meeting be approved as printed.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

Councillor Foley declared a conflict of interest in regard to Item 9. Business Subsection vi) Request from Tri-Town Ski and Snowboard Village.

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation RS-2016-060

Moved by: **Jesse Foley**

Seconded by: **Chuck Durrant**

Be it recommended that the Recreation Services Committee minutes of May 9th, 2016 meeting be approved as printed.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

Tammy Borgen-Flood made a presentation on the Healthy Kids Community Challenge Initiative and brought the Committee up to speed on the second theme of the project –

Water does Wonders. The interventions to date and those planned for the next few months were presented including the Healthy Vending and Concession Action Plan which the HKCC and the Recreation Department will be working closely on.

The Director stated that as a follow-up to the first theme, Jump, Play, Everyday – which the municipality continue to offer free swims and skates on PD days as there is no direct additional cost as staff is scheduled in the arenas on PD days and extra lifeguards are scheduled in the pool on PD days as well.

8.0 UNFINISHED BUSINESS

- None

9.0 NEW BUSINESS

i. Programming Update-Jeff Thompson

Jeff Thompson, Superintendent of Community Programming presented a report on operations.

Discussion

The Committee received the Update

ii. Facilities Update-Paul Allair

Paul Allair, Superintendent of Parks and Facilities presented a report on operations.

Discussion

The Committee received the Update

iii. Director's Update- Tammie Caldwell

Tammie Caldwell, Director of Recreation presented a report on overall department operations.

Discussion

The Committee received the update.

iv. Northern Harvest – Request for use of Riverside Place and waive fee.

The Committee reviewed the request from Shelly Rhame, of Northern Harvest requesting free use of Riverside Place on Thursday afternoons from 2:30 to 4:30 pm for the non-profit Good Food Box Program.

Discussion

The Committee recognized the good work of this program, and the support of volunteers in its delivery.

Recommendation RS-2016-061

Moved by: **Danny Lavigne**

Seconded by: **Richard Beauchamp**

Be it recommended that:

1. The Recreation Services Committee acknowledges receipt of the request from Northern Harvest for the use of Riverside Place on Thursdays from 2:30 to 4:30 pm at no charge for the Good Food Box Program and
2. The Recreation Services Committee approves the request for a period of one year ending September 30th, 2017 at which time the agreement will be reviewed. The Program will be responsible for cleaning up the facility following use and should there be a paying rental scheduled for a day, the program will re-locate for that day.

v. *Timiskaming Child Care – Request for Use of Riverside Place*

Discussion

The Committee received a letter of request from the Centre pour enfants Timiskaming Child Care requesting the use of Riverside Place

Recommendation RS-2016-062

Moved by: **Richard Beauchamp**

Seconded by: **Danny Lavigne**

Be it recommended that:

1. The Recreation Services Committee acknowledges receipt from the Centre pour enfants Timiskaming Child Care for the use of Riverside Place on Wednesdays from 9:30 am to 12:00 Noon at no charge for the biweekly free parent/child playgroups and that;
2. The Recreation Services Committee approve the request on a one year pilot project tending September 30th, 2017 at which time the agreement will be removed. The program will be required to relocate should a paying rental be scheduled.

CARRIED

- vi) *Tri-Town Ski and Snowboard Village – Request to waive rental fee of New Liskeard Community Hall.*

Discussion

Councillor Foley declared a conflict of interest and did not participate in the discussion.

The Committee discussed the request and noted that the facility has been provided to the organization a number of times free of charge and that as an entry fee is charged for the event that the non-profit rate would apply.

Recommendation RS-2016-063

Moved by: **Chuck Durrant**

Seconded by: **Simone Holzamer**

Be it recommended that:

1. The Recreation Services Committee acknowledges receipt of the request from the Tri-Town Ski and Snowboard Village to waive the rental fee for the New Liskeard Community Hall for the October 29th, 2016 Halloween Party and that;
2. The Recreation Services Committee will apply the non-profit rental rate for the use of the Community Hall.

10.0 SCHEDULE OF MEETINGS

- Monday September 12th, 2016
- Monday October 17th, 2016 (postponed a week due to Thanksgiving weekend)
- Monday November 14th, 2016
- Monday December 12th, 2016

11.0 CLOSED SESSION

- None

12.0 ADJOURNMENT

Recommendation RS-2016-064

Moved by: **Danny Lavigne**

RECREATION SERVICES COMMITTEE MEETING MINUTES

Monday, September 12, 6:30 p.m.

New Liskeard Community Hall-Former Council Chambers-90 Whitewood Ave

Be it recommended that:

1. The Recreation Services Committee meeting be adjourned at 7:45 p.m.

CARRIED

Committee Chair

Recorder

DRAFT

**Temiskaming Shores and Area
Physician Recruitment and Retention Committee
Temiskaming Hospital Boardroom – September 12, 2016**

MINUTES

Carman Kidd, Chris Oslund, Margaret Beatty, Shirley Watchorn, Deborah Kersley, ,
Dr. Femi Olokodana, Bonny Koistinen, Jocelyne Maxwell, Ellen Ibey (via
teleconference), Kelly Conlin (Recording Secretary)

Regrets:

Dr. Ryan Sayer, Bob Blewett , Jeff Laferriere, Darcy Griffith, Johanne Labonte, Dr.
Stacy Desilets

1. Review of Minutes from previous meeting – June 27, 2016

MOTION NO.:	7	DATE:	September 12, 2016
MOVED BY:	Jocelyne Maxwell	SECONDED BY:	Shirley Watchorn
Motion:	<i>That the minutes of the Temiskaming Shores and Area Physician Recruitment and Retention Committee meeting of June 27, 2016 be approved as amended/printed.</i>		
Carried ×	Defeated <input type="checkbox"/>	Tabled <input type="checkbox"/>	Chairman's Initials:

2. Business Arising from Minutes

- None

3. Unfinished Business

3.1 Financial Status Sub Committee Update

Bonny Koistinen provided a financial update to the committee, referencing one physician service agreement that will be signed in the immediate future.

3.2 Physician Recruitment Update/Upcoming Vacancies

Bonny Koistinen provided the committee with a general update on physician recruitment and provided the committee with a summary sheet displaying current vacancies. The Committee also discussed the amounts paid up until August 2016 for locum coverage.

3.3 GNFHT Building Update

Shirley Watchorn reported that the build is currently underway with a projected completion date of April 2017.

4. New Business

4.1 Committee Structure /Physician Contracts

Carman Kidd discussed the current structure of the Committee and how, after discussions with the hospital, it has been determined that the City should ultimately be the one who is caring for and signing the Physician Service Agreements. The funds that are allocated for the Physician Recruitment and Retention are funds that belong to the Committee and are funds from the City and current practicing physicians.

The Committee also discussed the issue of having no means of enforcing the agreements should a physician decide to leave the area after receiving the signing bonus of \$40,000.

The Committee agreed that the disbursement of the signing bonus could be altered by the Committee to ensure longevity of the fund and assist in further recruiting physicians to the area for a longer period of time. The Committee also discussed options available to have the funds returned in the event of a physician not fulfilling their terms of the agreement.

MOTION NO.:	8	DATE:	September 12, 2016
MOVED BY:	Shirley Watchorn	SECONDED BY:	Margaret Beatty
Motion:	<i>That the Temiskaming Shores and Area Physician Recruitment and Retention Committee hereby permits the transfer of Physician Recruitment and Retention funds from the Temiskaming Hospital to the City of Temiskaming Shores in the amount of \$124,000; and further that the committee hereby requests that the City of Temiskaming Shores be responsible for the signing of Physician Service Agreements.</i>		
Carried <input checked="" type="checkbox"/>	Defeated <input type="checkbox"/>	Tabled <input type="checkbox"/>	Chairman's Initials:
MOTION NO.:	9	DATE:	September 12, 2016
MOVED BY:	Shirley Watchorn	SECONDED BY:	Dr. Femi Olokodana
Motion:	<i>That the Temiskaming Shores and Area Physician Recruitment and Retention Committee hereby affirms entering into a Physician Service Agreement with Dr. Ryan Adam Sayer.</i>		
Carried <input checked="" type="checkbox"/>	Defeated <input type="checkbox"/>	Tabled <input type="checkbox"/>	Chairman's Initials:

MOTION NO.:	10	DATE:	September 12, 2016
MOVED BY:	Deborah Kersley	SECONDED BY:	Dr. Femi Olokodana
Motion:	<i>That the Temiskaming Shores and Area Physician Recruitment and Retention Committee hereby affirms sending follow up letters to the two physicians who recently left the area prior to the date set in their Physician Service Agreements.</i>		
Carried <input checked="" type="checkbox"/>	Defeated <input type="checkbox"/>	Tabled <input type="checkbox"/>	Chairman's Initials:

4.2 New Funding Model

The Committee discussed what the best option is for creating a new funding model for Physician recruitment and retention efforts, based on future needs of the Temiskaming Hospital and area Family Health Teams.

Margaret suggested contracting a Physician Consultant to conduct a survey with physicians directly and in turn, provide the Committee with the results of said survey.

Margaret will advise Carman once an estimate is received and determine whether or not to move forward with the survey.

5. Closed Session

None

6. Next Meeting

The next meeting of the Physician Recruitment and Retention Committee is scheduled for November 22, 2016 at 12:00 P.M. at the Temiskaming Hospital Boardroom.

7. Adjournment

The Temiskaming Shores and Area Physician Recruitment and Retention Committee meeting adjourned at 12:50 PM.

1.0 CALL TO ORDER

The meeting was called to order at 10:08 A.M.

2.0 ROLL CALL

- | | |
|---|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input type="checkbox"/> Chris Oslund, City Manager |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Councillor Danny Whalen |
| <input checked="" type="checkbox"/> Doug Walsh, Director of Public Works | |
| <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets | |
| <input checked="" type="checkbox"/> Steve Burnett, Technical and Environmental Compliance Coordinator | |
| <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant | |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition Under Administrative Reports: Memo

4.0 ADOPTION OF AGENDA

Recommendation BM-2016-030

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the October 6, 2016 meeting be adopted as amended.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2016-031

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Committee Meeting minutes of August 25, 2016 be adopted as presented.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 CORRESPONDENCE

- None

8.0 PRESENTATION

- None

9.0 UNFINISHED BUSINESS

9.1 PFC

Previous Discussion:

Mitch Lafreniere provided the group with an update on current projects. The waterslide is now complete. The Pool and Fitness Centre will be closed for a maintenance shut down from September 12, 2016 to September 16, 2016.

Discussion:

The following maintenance shutdown work has been completed:

- New flooring (nonslip) in the lifeguard room and Aqua Fitness office
- Painting
- New bathroom partitions in Men's and Ladies washrooms

Mitch Lafreniere commented that this year's budget was exceeded due to unforeseen issues at the Pool and Fitness Centre. Mitch Lafreniere further noted that the Mechanical Room is in need of upgrades. All equipment is original to the building and has not been upgraded. Mitch will look at allocating money in the 2017 budget, for engineering work to address the Mechanical Room.

9.2 Building Division Staff Update

Previous Discussion:

September will be a busy month for the department noted Mitch Lafreniere, Crews will begin winterization of municipal buildings and a scheduled maintenance shut down at the PFC. The last day of work for the students is Friday August 26, students completed many municipal painting projects throughout the summer.

Discussion:

The department will begin winterizing municipal buildings throughout the coming weeks.

9.3 Library Services Review

Previous Discussion:

The New Liskeard Library building Committee is scheduled to meet on September 10, 2016 to discuss the exterior building repairs and funding announcements, noted Mitch Lafreniere.

Discussion:

The Library Building Committee met in September to discuss renovation/repair options. 75% of the roof replacement is complete. The Committee advised City staff to obtain quotes for various Library Building repairs including, the front parapet and bathrooms.

9.4 DFO / City property off Main street, Haileybury

Previous Discussion:

Ongoing, Mitch Lafreniere will contact EXP for an update.

Discussion:

The Group reviewed draft site plans for the DFO property shoreline stabilization. All 3 options will be presented to DFO for review and consideration. We are waiting for pricing for all 3 options from EXP. City staff will include culvert realignment or replacement costs in the 2017 budget.

9.5 Farmer's Market

Previous Discussion:

No update

Discussion:

Christopher Oslund requested that the Committee discuss forming an Adhoc committee to address the Farmer's Market funding. The Committee provided the following direction.

Recommendation BM-2016-032

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee hereby recommends that Riverside place is the preferred location to allocate the farmers market funding. The Committee further recommends that an Adhoc Committee be established consisting of members from the recreation department, building maintenance department and farmers market to develop a plan of action.

9.6 Update on buildings affected by the wind storm

Previous Discussion:

Ongoing scheduled completion by the end of September.

Discussion:

Ongoing

10.0 NEW BUSINESS

10.1 2017 Budget

Discussion:

Mitch Lafreniere reported that the Building Department's 1st Draft of the 2017 Operations budget has been submitted.

10.2 New Liskeard Library

Discussion:

Mitch Lafreniere met onsite with a structural engineer to review the New Liskeard Library parapet. A report will be presented in the coming weeks.

11.0 ADMINISTRATIVE REPORTS

The committee discussed the following memo

- Memo: change order - Automated Announcement System

12.0 CLOSED SESSION

- None

13.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for: November 10, 2016 at 10:00 A.M.

14.0 ADJOURNMENT

Recommendation PW-BL-2016-033

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 10:48 A.M.

Carried

COMMITTEE CHAIR – D. WHALEN

COMMITTEE SECRETARY

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: October 24, 2016
Subject: Aerial Imagery Acquisition Participant Agreement
Attachments: Appendix 01 – Draft Agreement with MNRF

Mayor and Council:

In early 2015 the City received information regarding the Ministry of Natural Resources and Forestry's (MNRF) intention to acquire aerial imagery in Northern Ontario in 2016. The City's GIS system currently includes aerial imagery at a 40cm resolution for the entire area of the City, and a 6cm resolution for the urban areas of Haileybury, New Liskeard, and Dymond. The resolution of the new imagery will be 20cm which is much higher than the imagery provided by public access sources such as Google Earth. Additionally, with the imagery provided on the City's GIS system the parcel fabric is overlaid to assist in determining the presence of structures and features on properties. City staff use the aerial imagery on the GIS system on a daily basis to view certain properties and the context in which they are situated. The existing imagery was acquired between 2007 and 2009 and as such does not reflect any development that has occurred over the last 7-9 years.

The City submitted a letter of intent to the MNRF and was added to the participant register for the imagery acquisition project. For Council's information over 100 participants were involved in this project, including municipalities, First Nations communities, Conservation Authorities, Provincial and Federal government agencies, environmental groups, and private businesses.

Acquisition of the aerial imagery was completed in May and corrections and enhancements are currently in process. A participation agreement is required to be signed and returned to MNRF before the imagery can be released. The City's imagery will be sent directly to CGIS for uploading to our municipal GIS system and will then be sent to the City for retention.

The purpose of the Participant Agreement is to allow the City to acquire and use the imagery from the MNRF. A total of \$1,600 was allocated in the 2016 budget for this project. With the number of participants the cost to acquire the imagery was \$3.49 per square kilometer. City staff reviewed the mapping to be provided and requested an additional 1km beyond the City boundaries, which brings the cost of the imagery acquisition to \$1,114.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

"ORIGINAL SIGNED BY"

Jennifer Pye
Planner

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2016-000

**Being a by-law to enter into an agreement with Her Majesty
the Queen in Right of Ontario as represented by the Ministry
of Natural Resources and Forestry for the acquisition of
Aerial Imagery for the City of Temiskaming Shores**

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

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

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

And whereas Council considered Memo No. 015-2016-CGP at the November 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with the Ministry of Natural Resources and Forestry for the acquisition of Aerial Imagery for the City of Temiskaming Shores for consideration at the November 1, 2016 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Natural Resources and Forestry for the acquisition of Aerial Imagery for the City of Temiskaming Shores, a copy attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 1st day of November, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2015-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Her Majesty the Queen in Right of Ontario

as represented by the Ministry of Natural Resources and
Forestry for the acquisition of Aerial Imagery for the City of
Temiskaming Shores

Pb Agreement

THIS PARTICIPANT AGREEMENT (the “Participant Agreement”) made in duplicate, is effective as of **September 1, 2016**

BETWEEN:

**Her Majesty the Queen in right of Ontario,
as represented by the Minister of Natural Resources and Forestry**

(hereinafter referred to as the “Ministry”)

AND:

The Corporation of the City of Temiskaming Shores
(referred to as the “Participant”)

WHEREAS in 2011, the Ministry developed its Ontario Imagery Strategy, to help guide the Province and participating organizations towards a predictable refresh cycle for the acquisition of leaf off (spring) imagery, entailing the acquisition, storage and management of high resolution imagery in southern Ontario, (but excluding the Greater Toronto Area), parts of Central Ontario and parts of Northern Ontario (“the Project”), to be implemented through five phases;

AND WHEREAS the participating organizations herein referred to as “the Participants”, including the Ministry and Participant, agreed that the Ministry would assume the role of issuing the procurement for the selection of the supplier for the Project, contract management with such supplier, to act as liaison with the supplier and Participants; and to coordinate the creation and distribution of the deliverables provided by the supplier to the Ministry as licensed products to the Participants, pursuant to their respective participant agreements with the Ministry;

AND WHEREAS the Ministry issued a Request for Proposal (“RFP”) dated November 19, 2012 for the Project; and as a result of such RFP, the Ministry entered into the agreement (“Supplier’s Agreement”) as of March 15, 2013, with Fugro GeoServices, a division of Fugro Canada Corp. (“Supplier”), in which the Supplier agreed to create and provide the Deliverables that include orthophotography and associated products including the Intellectual Property Rights created in the Deliverables, in five phases for the Project;

AND WHEREAS pursuant to the Supplier’s Agreement and for ease of distribution of the Deliverables among the Participants referable to their respective geographic areas, the Ministry shall be the owner and custodian of the Deliverables;

AND WHEREAS the Queen’s Printer for Ontario holds title on behalf of the Crown in right of Ontario to the copyright subsisting in the Deliverables and has delegated to the Ministry its authority to sign the Participant Agreement;

AND WHEREAS this phase of the Project is the fourth phase in respect of the geographic region of central Ontario;

AND WHEREAS the Participant wishes to have use of the Deliverables described herein as the “Licensed Products”, and has agreed to enter into this Participant Agreement;

NOW THEREFORE the Ministry and Participant agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Defined Terms

When used in this Participant Agreement, the following words or expressions have the following meanings:

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

“Claim” means any liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings;

“Deliverables” means everything developed for, or provided to, the Ministry by the Supplier in the course of performing under the Supplier's Agreement for this Phase of the Project or agreed to be provided to the Ministry under the Supplier's Agreement, and includes the Licensed Products;

“Derivative Product” means a digital, GIS compatible, output file created or developed by the Participant or any authorized end user that utilizes the spectral signatures, quality and spatial resolution of any of the Licensed Products to identify, interpret, classify and delineate certain spatial features for the purposes, *inter alia*, of mapping new information, updating current databases, creating map products and publications using the Licensed Products and conducting GIS analysis and modeling for development and creation of other works, but a Derivative Product shall not include any of the pixel values in the original underlying Licensed Product;

“Effective Date of the Licence” means the later of the date on which the Participant's Contribution is paid in full or the date the Licensed Products have been received by the Participant;

“Emergency” means a situation or an impending situation, that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise;

“HST” refers to Ontario's Harmonized Sales Tax;

“Intellectual Property Rights” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“GIS” means “geographic information system”;

“Geospatial Web Service” or **“GWS”** refers to any online resource that can be utilized by user(s) directly, through desktop software, or indirectly, through web-based applications to find, access and sometimes manipulate (collectively referred to as “consume”) data of interest on the web dynamically from a distributed network. By way of description but not to limit the generality of the foregoing, GWS is designed to collect data once and update or edit such data in real time. Geospatial Web Service is tightly-coupled to a geospatial data set; in effect allowing the use of data without requiring a local, physical, copy of the data. For example, with GWS, a map, data or other products can be displayed, used and manipulated in a geospatial environment;

“Licence” means the licence in respect of the Licensed Products granted to the Participant by the Ministry, in accordance with this Participant Agreement;

“Licensed Products” means that portion of the Deliverables that are listed in Schedule 1 referable to the Participant’s geographic area(s) shown on the map attached as Schedule 2, that are to be delivered to the Participant by the Supplier in accordance with the Supplier’s Agreement and to which the Ministry is granting a licence to the Participant, in accordance with this Participant Agreement.

“Ministry Address” and **“Ministry Representative”** mean:

Ministry Representative:

Name: **Steve Gregory**
 Title: **Director**
 Organization: **Ministry of Natural Resources and Forestry
 Corporate Management and Information Division
 Mapping and Information Resources Branch**
 Address: **300 Water Street, Peterborough, ON K9J 8M5**
 Phone: **(705) 755-2204**
 Fax: **(705) 755-2149**
 Email: steve.gregory@ontario.ca

Primary Contact for the Ministry:

Name: **Carol Anne Albertson**
 Title: **Coordinator**
 Organization: **Ministry of Natural Resources and Forestry
 Corporate Management and Information Division
 Mapping and Information Resources Branch**
 Address: **300 Water Street, 2nd Floor N,
 Peterborough, ON K9J 8M5**
 Phone: **(705) 755-2175**
 Fax: **(705) 755-2149**
 Email: carolanne.albertson@ontario.ca

“Participant Address” and **“Participant Representative”** mean:

Participant’s Representative:

Name: David Treen
 Title: Municipal Clerk
 Organization: The Corporation of the City of Temiskaming Shores
 Address: P.O. Box 2050
 325 Farr Drive
 Haileybury, Ontario
 P0J 1K0
 Phone: 705-672-3363
 Fax: (705) 672-2911
 Email: dtreen@temiskamingshores.ca

Primary Contact for the Participant:

Name: Jennifer Pye
 Title: Planner
 Organization: The Corporation of the City of Temiskaming Shores
 Address: P.O. Box 2050
 325 Farr Drive
 Haileybury, Ontario
 P0J 1K0
 Phone: 705-672-3363 x4105
 Fax: (705) 672-2911
 Email: jpye@temiskamingshores.ca

Address where Licensed Products are to be delivered: (if different from above):

Name: Jeff Dean
 Title: Partner, Client Relations
 Organization: CGIS
 Address: 52 South Street, Perth, ON K7H 2G7
 Phone: 613-368-4321
 Email: jgdean@cgis.com

“Participant’s Contribution” means the sum to be paid to the Ministry by the Participant for its use of the Licensed Products, being **\$1,113.78**, and HST, where applicable, in accordance with this Participant Agreement, and is subject to adjustment as provided in section 2.2 and section 2.3;

“Participants” means those organizations, including the Ministry and Participant that has agreed to participate in this Phase. The Participants are listed in Schedule 3;

“Party” means either of the Ministry or the Participant and **“Parties”** means both of them;

“Performance Warranty Expiry Date” is the second anniversary of the date that the Supplier has provided the last Deliverable for this Phase of the Project and is the date by which the performance warranty in the Supplier’s Agreement shall expire for this Phase of the Project;

“Person” if the context allows, includes any individual, person, firm, partnership or corporation, or any combination thereof;

“Phase” means the fourth phase of the Project for the geographic area of central Ontario,

“Project” is comprised of the five (5) phases, for the planning, acquisition and delivery of digital orthophotography and associated deliverables for five respective geographic areas that together encompass all of southern Ontario, excluding the Greater Toronto Area as well as selected areas in central and northern Ontario and includes the creation and distribution of a portion of the Deliverables as licensed products to the Participants, in accordance with the Supplier’s Agreement;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws or regulations, that now or at any time hereafter may be applicable to any of the Participation Agreement, Participant or the Licensed Products or any part of them;

“Queen’s Printer” means the Queen’s Printer for Ontario and any duly authorized representative thereof;

“Supplier” means Fugro GeoServices, a division of Fugro Canada Corp.;

“Supplier’s Agreement” means the agreement made as of March 15, 2013 between the Ministry and the Supplier and includes the RFP through which the Supplier was selected and its proposal; and

“Term” means the period of time set out in section 6.1.

ARTICLE 2 - THE MINISTRY’S ROLES AND RESPONSIBILITIES

2.1 The Ministry’s principal role and responsibilities pertain to:

2.1.1 The Supplier’s Agreement - The Ministry shall, for this Phase of the Project:

- a) use commercially reasonable efforts to require the Supplier to fulfill its obligations under the Supplier’s Agreement, including the Supplier’s obligations to correct errors or omissions in the Licensed Products;
- b) issue a rectification notice to the Supplier, in the event the Ministry receives notification from the Participant that any of the Licensed Products have been inadequately provided by the Supplier or require correction to meet the requirements of the Supplier’s Agreement, provided that the Participant’s notification is received by the Ministry, on or before the Performance Warranty Expiry Date;
- c) carry out its obligations in the Supplier’s Agreement, including any payments to be made to the Supplier, in accordance with the Supplier’s Agreement, provided the Supplier is not in default of the Supplier’s Agreement;

- d) coordinate and be the point of contact on behalf of the Participants with respect to any of the matters that the Supplier has agreed to insure or indemnify in the Supplier's Agreement;
- e) ensure that the liability insurance that the Supplier is to provide in accordance with the Supplier's Agreement includes the Participant as an additional insured for this Phase of the Project;
- f) notify the Participants shortly after the Supplier has provided the last Deliverable for this Phase of the Project and confirm the Performance Warranty Expiry Date;
- g) advise the Participants in the event that the Supplier provides the Ministry with a reporting mechanism for this Phase of the Project that can be accessed by the Participants to monitor the progress of the acquisition, delivery and error correction phases of the Deliverables, and the means by which the Participant may access such reporting mechanism;
- h) forward the Participant's shapefile to the Supplier for the delivery by the Supplier of the Licensed Products to the Participant.
- i) provide the Supplier with the Participant Address for the delivery of the Licensed Products; and
- j) approve the Deliverables.

2.1.2 Coordination with the Participants - The Ministry shall be the coordinator and main point of contact for the Participants and the Supplier for this Phase. In its role of coordinator, the Ministry shall manage the various participation agreements between the Ministry and the respective Participants for this Phase. The Ministry, together with the Queen's Printer shall be the owners of the newly created Intellectual Property Rights in the Deliverables and licensee of the Supplier's Intellectual Property Rights in the Deliverables and shall grant licences to the Participants for the various licenced products through participation agreements, in the form of the Licence included in this Participant Agreement.

2.2 The Ministry shall keep the Participant informed of the progress of the Supplier in its performance and provision of the Deliverables for this Phase, including any delays or issues that would be of concern to the Participant. In particular, the Ministry shall notify the Participant as soon as is practicable of the date of notification by the Supplier to the Ministry that an event of force majeure has continued for a period that affects the ability of the Supplier to acquire the imagery according to the specifications in the Supplier's Agreement; the time frame for continuing with this Phase, as may be agreed to by the Supplier and the Ministry; and in the event that the delay lasts longer than a year, the Ministry shall keep the Participant apprised of any change in the associated rates provided for under the Supplier's Agreement as agreed to by the Supplier and the Ministry, with the Participant's Contribution to be adjusted accordingly.

2.3 The Ministry shall notify the Participant in the event that any of the Participants no longer wishes to participate in this Phase, together with the revised Participant's Contribution, where applicable, recalculated by the Ministry using the same arithmetic formula that the Ministry used to derive the monetary amount of the Participant's Contribution.

- 2.4 Where applicable, the Ministry shall invoice and collect harmonized sales tax (HST) from the Participant for the Participant's Contribution and remit same in accordance with the provisions of the *Excise Tax Act*, R.S.C. 1985, c.E-15, as amended or replaced from time to time.

ARTICLE 3 – THE PARTICIPANT'S ROLES AND RESPONSIBILITIES

3.1 The Participant shall:

- (a) notify the Ministry when it receives the Licensed Products from the Supplier;
- (b) meet its obligations in respect of the Licence, including paying the Ministry the Participant's Contribution and HST, where applicable;
- (c) receive the Licensed Products, as the referable Deliverables are approved by the Ministry, in such format provided in the Supplier's Agreement from the Supplier at the address set out in section 1 in the definition of "Participant Address" where the Licensed Products are to be delivered; and
- (d) notify the Ministry of any error or omission in the Licensed Products as soon as possible after discovery thereof by the Participant and before the Performance Warranty Expiry Date (provided discovery of such error or omission occurs before the Performance Warranty Expiry Date).

- 3.2 The Participant agrees that it shall not have any communications or dealings directly with the Supplier in respect of the Deliverables or any product associated with any of the Deliverables, except for receiving the Licensed Products, as provided under section 3.1.

ARTICLE 4 – THE LICENCE

4.1 Ministry's Warrantees

The Ministry represents and warrants that the Queen's Printer for Ontario holds title on behalf of the Crown in right of Ontario to the copyright subsisting in the Licensed Products and has delegated to the Ministry its authority to sign the Participant Agreement and that the Ministry is properly entitled to grant rights over such Licensed Products.

- 4.2 Upon the Effective Date of the Licence, the Ministry shall grant to the Participant a perpetual, non-exclusive, transferable, royalty free, fully paid, world-wide right and licence to use the Licensed Products, to:

- (a) make and distribute an unlimited number of copies of the Licensed Products, provided that during the two (2) years following the Effective Date of the Licence it may only do so for use internally within the Participant's organization;
- (b) create, develop, produce and distribute Derivative Products, using the Licensed Products;

- (c) where the Participant is an upper-tier municipality, the Participant may sub-license any of the Licensed Products to any lower-tier municipality that forms part of the Participant, (the upper-tier municipality), for municipal purposes (with “upper-tier municipality” and “lower-tier municipality” having their respective meanings, as set out in the *Municipal Act, 2001*, S.O. 2001, c.25, as amended from time to time. Section 4.9 (i) shall not apply to any such sub-licence;
- (d) grant sub-licenses in respect of the Licensed Products, in accordance with section 4.3 of this Agreement;
- (e) to provide, any of the Licensed Products to contracted service supplier(s) for any of the uses described in this section, provided that the Participant takes such steps as are reasonably necessary to ensure that such contracted service suppliers use the Licensed Products only for the purpose of providing the contracted service and upon completion of the contracted service dispose of the Licensed Products either by destroying them or returning them to the Participant. The Participant shall be responsible for ensuring that a contracted service supplier uses and disposes of the Licensed Products in accordance with the terms of this Participation Agreement; and
- (f) provide the Licensed Products where and as required by any Requirements of Law.

- 4.3 The Participant may grant any Person who wishes to obtain Licensed Products from it the right to use the Licensed Products by way of a sub-licence agreement and any such sub-licence agreement shall impose upon those parties the same terms and conditions, in favour of the Ministry as are set out in this Participant Agreement, as may be applicable, which shall in any case include sections 4.6, 4.7, 4.8, 4.9, Article 5, the provision respecting the Ministry’s right to terminate the Licence as provided in section 6.2; and section 6.5.
- 4.4 The Participant shall pay the Participant’s Contribution by cheque payable to the Minister of Finance (Ontario) and delivered to the Primary Contact for the Ministry upon execution of the Agreement and upon receipt of an invoice from the Ministry.
- 4.5 The Participant acknowledges that the Licence does not constitute a transfer or assignment of copyright from the Queen’s Printer of the Licensed Products and the Queen’s Printer retains the copyright in full of the Licensed Products.
- 4.6 The Participant shall not alter or remove any copyright notice or proprietary legend contained in or on the Licensed Products. The Participant agrees that any embodiment of the Licensed Products permitted under this Participant Agreement shall contain the following notice (“Queen’s Printer Notice”): **“INCLUDES MATERIAL © [INSERT YEAR] OF THE QUEEN’S PRINTER FOR ONTARIO. ALL RIGHTS RESERVED.”** The Participant shall also ensure that the terms and conditions of its website include the Queen’s Printer Notice for any Licensed Products (or any embodiment permitted under this Participant Agreement) posted on its website and that any Licensed Products (or any embodiment permitted under this Participant Agreement) posted or transmitted through the internet shall include the Queen’s Printer Notice.

- 4.7 The Crown in right of Ontario has the sole ownership of all of the logos, brands, trade-marks and official marks of the Province of Ontario, (collectively referred to as “Provincial Marks”) and the Participant may not copy, print or display any of the Provincial Marks on any Derivative Product or promotional advertising or use any of the Provincial Marks for any purpose whatsoever, without the express written permission from the Ministry, on behalf of the Crown in right of Ontario.
- 4.8 The Participant shall not state, indicate, or imply that the Participant represents or acts as agent of the Ministry, the Queen’s Printer or Government of Ontario. This restriction shall include, but not be limited to, the use of the name of the “Ministry of Natural Resources and Forestry”, “Minister of Natural Resources and Forestry” or “Queen’s Printer for Ontario”.
- 4.9 The Ministry shall be paying the Supplier for the Deliverables in accordance with the Supplier’s Agreement and relying upon the Participants to pay the Ministry the respective Participants’ contributions in accordance with the respective participant agreements. Therefore, the Participant agrees, that during the two (2) years after the Effective Date of the Licence:
- (i) where it chooses to provide, sell, transfer or sub-license the use of the ortho-rectified imagery tiles of the Licensed Products, it shall do so, (other than when sublicensing pursuant to Section 4.2(d) or Section 4.2(e)), at a cost/sub-licence fee calculated at no less than \$50.00 per orthophotography tile comprising the Licensed Products, unless the Participant has obtained the prior written consent of the Ministry or in the event of an Emergency, where to do so is necessary and appropriate, and upon notice thereof to the Ministry;
 - (ii) it will not provide Geospatial Web Service to any user external to the Participant, that would afford such user with access to the Licenced Products through desktop software or the internet and the capability to consume any of the Licenced Products; and
 - (iii) it shall not acquire any of the Licensed Products or other Deliverables from the Supplier (except as provided in this Participant Agreement) or from another Participant or enter into an agreement with the Supplier or any other Participant for the use of any of the Licensed Products or other Deliverables.

Upon the expiry of the two (2) years after the Effective Date of the Licence, this section 4.9 shall be of no further effect. It is understood and agreed that this section 4.9 shall not apply to any Derivative Product.

- 4.10 All Intellectual Property Rights in the Derivative Products, effected by or for the Participant, shall vest in the Participant or in such Person as the Participant shall decide.

ARTICLE 5 – LIMITATION OF LIABILITY, ETC.

- 5.1 The Participant agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Participant's liabilities under the Participant Agreement and under the general application of law. The Participant shall advise the foregoing individuals and entities of their obligations under the Participant Agreement and shall ensure their compliance with the applicable terms of the Participant Agreement. In addition to any other liabilities of the Participant pursuant to this Participant Agreement or otherwise at law or in equity, the Participant shall be liable for any Claim arising from any breach of this Participant Agreement resulting from the actions of the above mentioned individuals and entities or to the extent that any Claim pertains to the Ministry's Warrantees, as provided in section 4.1.
- 5.2 The Ministry's liability for any Claim arising out of or in connection with this Participant Agreement, whether arising in contract, tort (including negligence and strict liability), breach of warranty or any other legal theory, shall be limited to the amount of the Participant's Contribution paid to the Ministry by the Participant. Further, the Participant expressly waives as against the Ministry and Queen's Printer any Claim in respect of implied warranties or conditions of merchantable quality and fitness for a particular purpose of the Licensed Products and those arising by statute or otherwise in law or from course of dealing or usage of trade.
- 5.3 The Participant agrees that the Ministry, including the Minister and the Queen's Printer, any of their appointees, employees, agents, representatives and contractors, shall not be responsible to any third party for any and all Claims arising out of the Participant's (or that of its sub-licensee(s)) possession, use, disclosure or publication of the Licensed Products or Derivative Products or out of a breach of any term of this Participant Agreement by the Participant.
- 5.4 The Participant shall indemnify the Ministry and Queen's Printer, any of their appointees, employees, agents and contractors from all Claims against the Ministry and Queen's Printer, any of their appointees, employees, agents of contractors arising out of the possession or use of the Licensed Products and Derivative Products by either the Participant or any sub-licensee of the Participant, save and to the extent that any such Claim has arisen or been contributed by the negligence or gross misconduct of the Supplier or the Ministry.
- 5.5 Neither Party shall be liable for any indirect damages, including lost profits or lost opportunity costs, suffered by the other Party with respect to any Claim arising out of or in connection with this Participant Agreement, including any Claim referred to in section 5.2, section 5.3 and section 5.4.
- 5.6 Notwithstanding anything else in this Participant Agreement to the contrary, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Ministry, whether at the time of execution of this Participant Agreement or at any time during the Term, shall be void and of no legal effect.

- 5.7 The limitations, exclusions and disclaimers expressed in this Article 5 or elsewhere in this Participant Agreement shall apply irrespective of the nature of any Claim, including but not limited to breach of contract, negligence, strict liability, tort or any other theory of law, and irrespective of whether such Claim relates to loss of rights, loss of or damage to property, injury or death, and shall survive any fundamental breach and any termination or expiration of this Participant Agreement.

ARTICLE 6 – TERM AND TERMINATION

6.1 Term

This Participant Agreement is in effect from the date first written above and shall expire on the date that is three (3) years thereafter unless and until it is terminated in accordance with this Article.

6.2 Termination for Cause

Either Party may immediately terminate the Participant Agreement upon notice to the other Party, where the other Party's acts or omissions constitute a material breach of its obligations under this Participant Agreement, and such breach is not remedied within seven (7) days following written notice received from the non-breaching Party.

- 6.2.1 In addition to the foregoing, the Ministry may immediately terminate the Participant Agreement, upon written notice to the Participant, in the event:

- (a) the Participant is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Participant's insolvency;
- (b) the Participant undergoes a change in control that adversely affects the Participant's ability to satisfy some or all of its obligations under this Participant Agreement;
- (c) the Participant assigns this Participant Agreement without first obtaining the written approval of the Ministry;
- (d) any information appearing in the Derivative Products in which the Licensed Products are reproduced in whole or in part is objectionable to the Ministry, acting reasonably and the Participant has had an opportunity to remove or alter such information but has failed to do so within seven (7) days of having been provided with a written notice from the Ministry, that set out which information is objectionable; or
- (e) the business practices of the Participant or the Derivative Products in which the Licensed Products are reproduced in whole or in part jeopardize or cause loss of respect to the Ministry and/or the other Participants.

6.3 Termination for Convenience

Either Party may terminate this Participant Agreement at any time upon one hundred and twenty (120) days' prior notice to the other Party.

6.4 Termination by Ministry

In addition to the provisions of section 6.3, the Ministry may terminate the Participant Agreement, upon written notice to the Participant, in the event that the Supplier's Agreement is terminated or the work required of the Supplier for this Phase of the Project is terminated by the Ministry.

6.5 Termination of Licence

Upon termination of this Participant Agreement by reason that the Participant is in material breach of its obligations hereunder and such breach has not been remedied within seven (7) days following written notice from the Ministry or any other event listed in section 6.2.1, the Licence shall also terminate. The Participant shall immediately cease using any of the Licensed Products; it shall use commercially reasonable efforts to delete and/or destroy all Licensed Products and shall provide the Ministry with written confirmation thereof.

6.6 No Reimbursement for the Participant's Contribution in the event of Termination

In the event of termination of this Participation Agreement for any reason, the Ministry shall not be required to reimburse the Participant's Contribution, or part thereof to the Participant.

ARTICLE 7 – General

7.1 Each Party represents and warrants that it has the full right and power to enter into this Participant Agreement and there is no agreement with any other Person which would in any way interfere with the rights of the other Party under this Participant Agreement.

7.2 The Parties represent that their respective representatives have the authority to legally bind them to the extent permissible by law. The Parties may designate a different representative by providing notice in writing in accordance with the terms of this Participant Agreement.

The Primary Contact of each Party shall be responsible for administrative and/or technical matters as between the Parties that are associated with the Participation Agreement and/or including arranging meetings between the Parties and sending/receiving invoices and payments.

7.3 Any failure by a Party to insist in one or more instances upon strict performance by the other Party of any of the terms or conditions of this Participant Agreement shall not be construed as a waiver by the Party of its right to require strict performance of any such terms or conditions, and the obligations of the Participant with respect to such performance shall continue in full force and effect.

7.4 This Participant Agreement embodies the entire agreement between the Parties and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution of this Participant Agreement.

7.5 If any term or condition of this Participant Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of this Participant Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

- 7.6 The headings in this Participant Agreement are for convenience of reference only and in no manner modify, interpret or construe this Participant Agreement.
- 7.7 Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Participant Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Participant Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services or lack of money or ability to pay any amounts owing under the Participant Agreement. If a Party seeks to excuse itself from its obligations under this Participant Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.
- 7.8 Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, email or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Participant Address to the attention of the Participant Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) Business Day after such notice is received by the Party to whom such notice is given. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.
- 7.9 Any changes to this Participant Agreement shall be by written amendment signed by the Ministry and Participant. No changes shall be effective or shall be carried out in the absence of such an amendment.
- 7.10 All sections intended to survive, including without limitation Article 4.0, shall survive the expiry or termination of this Participant Agreement.
- 7.11 This Participant Agreement shall enure to the benefit of and be binding upon the Parties and their successors, executors, administrators and their permitted assigns.
- 7.12 This Participant Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 7.13 This Participant Agreement may be executed in counterparts, including facsimile or "pdf" counterparts (all of which shall together constitute one and the same agreement).

IN WITNESS WHEREOF the Parties have executed this Participant Agreement effective as of the date first above written.

**Her Majesty the Queen in right of Ontario as represented by
the Minister of Natural Resources and Forestry**

Name: Steve Gregory
Title: Director, Mapping and Information Resources Branch

The Corporation of the City of Temiskaming Shores

Signature
Name: David Treen
Title: Municipal Clerk
I/we have authority to bind the Participant

SCHEDULE 1 – LICENSED PRODUCTS

Licensed Products/Deliverables – Subset listing

NOTE: The following Licensed Products will be provided to the Participant on appropriate media directly from the Supplier. Additional Licensed Products that are not included in this Subset of Deliverables, such as the stereo data, may be requested at a later date by contacting the Primary Contact for the Ministry.

All georeferenced Licensed Products will be delivered using the Coordinate System: UTM17 NAD83CSRS_CGVD28-1978_CGG2000_HT2_meters

1. Project Level Data
 - a. Flight_Lines
 - i. Shapefiles with flight lines and way points
 - ii. Includes acquisition dates of when the imagery was acquired.
 - b. Metadata
 - i. Metadata that includes details about the project and data in .html format.
 - ii. Readme Files: .txt format describing products
 - c. COOP2016_Participant_Tile_Index
 - i. Shapefile containing the tiles selected of the area(s) of interest for an organization and will be used to “clip” a subset
 - ii. Defines the geographic extent for each delivery/organization
 - iii. Provided directly to Fugro by MNRF, as determined with each participating organization
2. COOP2016_20cm_8BIT_Orthophotography
 - a. All tiles will be labelled/named with the following convention/scheme: (Sample tile label: *1km173000487202016COOP.tiff*) --- where:
 - i. *1km* – tile extent (1km x 1km)
 - ii. *17* – UTM zone that the imagery is located/projected in
 - iii. *3000* – truncated easting value of the lower left corner of the tile
 - iv. *48720* – truncated northing value of the lower left corner of the tile
 - v. *2016* – year of acquisition of the imagery
 - vi. *COOP* – Project name or identifier
 - vii. *.tiff* – file format (TIFF or JP2)
 - viii. *NOTE:* other associated image related files, such as world files etc. will be included, where applicable

b. GEOTIFF

- i. Full resolution (20cm) RGBNiR geotiff tiles matching organizational area(s) of interest tile index
- ii. Images provided in 1 km x 1km tiles as per prescribed naming conventions.
- iii. Separated by UTM zone, where applicable

c. JPEG2000

- i. Compressed (10 to 1) RGBNiR Jpeg2000 tiles matching organizational area(s) of interest tile index
- ii. Images provided in 1 km x 1km tiles as per prescribed naming conventions.
- iii. Separated by UTM zone, where applicable

SCHEDULE 2 - MAP DEPICTING THE GEOGRAPHIC AREA(S) OF THE PARTICIPANT

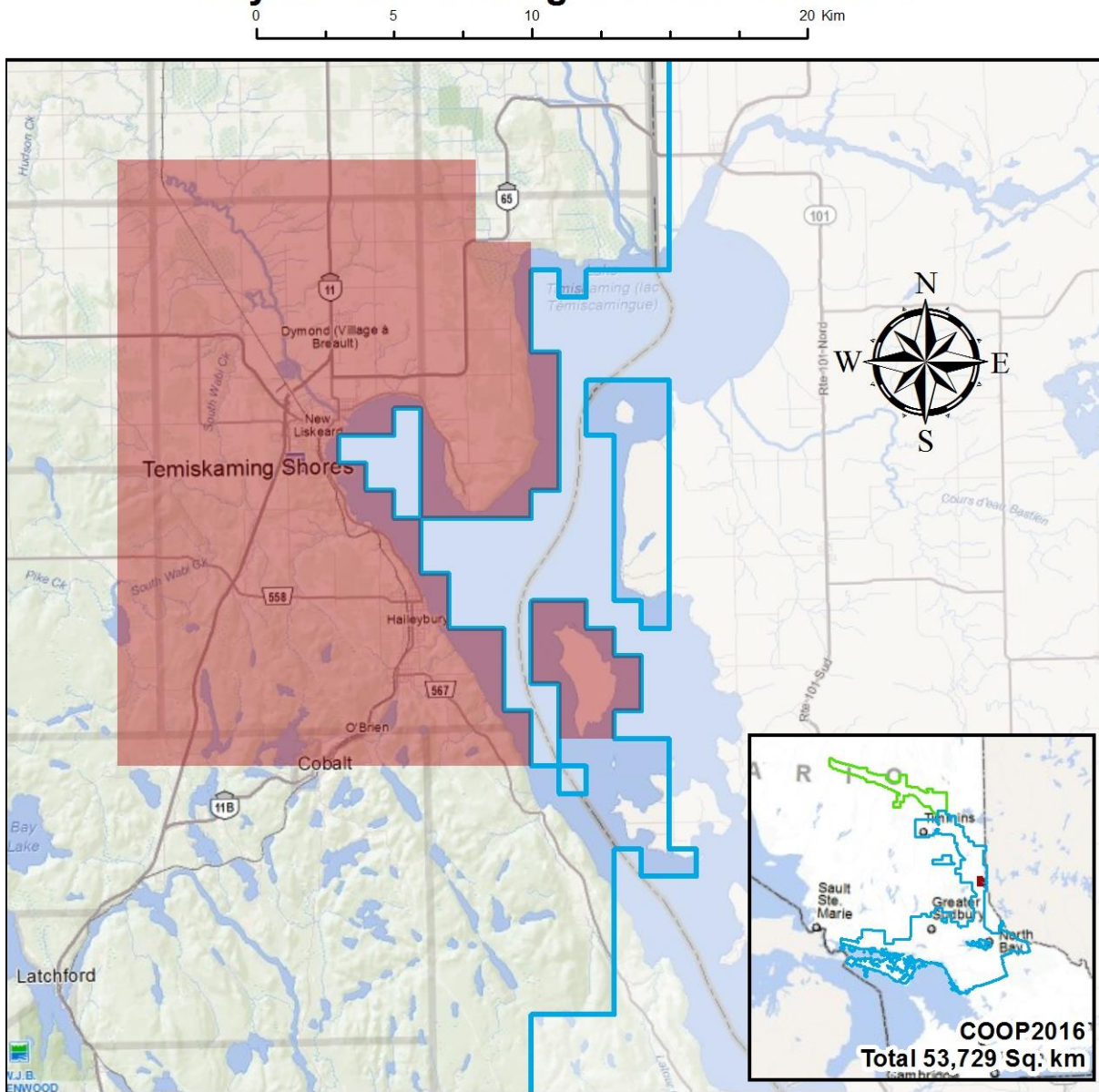
All products to be delivered in UTM Zone 17 georeferenced coordinate system

Total # sq. km. (tiles) = 319

Cost per sq. km. (tile) = \$3.49

Total Cost: \$1,113.78

Central Ontario Orthophotography Project 2016 City of Timiskaming Shores - 319 Tiles



SCHEDULE 3 – LIST OF PARTICIPANTS

(NOTE: Participant List is subject to change after Agreement is finalized – contact the Ministry Primary Contact for clarification, if required)

Sector/Organizations

Municipal Associations/Planning Boards (3)

- Municipalities – Sub-licensees:
 - Town of Espanola
 - The Corporation of the Township of Baldwin
 - Township of Sables-Spanish Rivers
 - Township of Nairn and Hyman
- Sudbury East Planning Board
 - Sudbury East Planning Board
 - Municipality of French River
 - Municipality of Killarney
 - Municipality of Markstay Warren
 - Municipality of St. Charles
- Manitoulin Planning Board
 - Municipalities (9)
 - Township of Assiginack
 - Town of Northeastern Manitoulin and the Islands
 - Town of Gore Bay
 - Township of Tehkummah
 - Municipality of Central Manitoulin
 - Municipality of Billings/Allan East
 - Municipality of Gordon/Barrie Island
 - Municipality of Burpee-Mills
 - Township of Cockburn Island
 - Unorganized Territories (2)
 - Township of Dawson
 - Township of Robinson

Federal (3)

- Aboriginal Affairs and Northern Development Canada
- Environment Canada - CWS
- Natural Resources Canada - Ontario Region

First Nations (4)

- United Chiefs and Councils of Mnidoo Mnising (UCCM)
- Wiikwemkoong Unceded Territory
- Sagamok Anishnawbek First Nation
- Whitefish River First Nation
- Waabnoong Bemjiwang Association of First Nations - Tribal Council

Municipal (17)

- The Corporation of the Town of Cochrane
- The Corporation of the Town of Iroquois Falls
- Corporation of the Town of Kirkland Lake
- The Corporation of the Township of Black River - Matheson
- The Corporation of the Township of Matachewan
- The Corporation of the City of Temiskaming Shores
- The Corporation of the City of Timmins
- The Corporation of the Municipality of Temagami
- City of Greater Sudbury
- The Corporation of the City of North Bay
- The Corporation of the Municipality of Huron Shores
- Township of the North Shore
- The Corporation of the Township of Larder Lake
- City of Elliot Lake
- Municipality of West Nipissing
- The Corporation of the Town of Blind River
- The Corporation of the Township of The Archipelago

Non-Government Organizations/Agencies/Commissions (2)

- Blue Sky Economic Growth Corporation
 - Municipalities- sub-licensees:
 - Municipality of Callendar
 - Municipality of East Ferris
 - Municipality of Magnetawan
 - Municipality of Powassan
 - Town of Kearney
 - Town of Mattawa
 - Township of Armour
 - Township of Bonfield
 - Township of Calvin
 - Township of Chisholm
 - Township of Machar
 - Township of Papineau-Cameron
 - Township of Ryerson
 - Township of Strong
 - Village of Burks Falls
 - Village of South River
 - Village of Sundridge
- North Eastern Ontario Communications Network Inc.
 - Municipalities- sub-licensees:
 - Town of Latchford
 - Township of Armstrong
 - Township of Brethour
 - Township of Casey
 - Township of Chamberlain
 - Township of Charlton and Dack
 - Township of Coleman

- Township of Ewanturel
- Township of Harley
- Township of Harris
- Township of Hilliard
- Township of Hudson
- Township of James
- Township of Kerns
- Township of McGarry
- Village of Thornloe
- Town of Hearst
- Town of Kapuskasing
- Municipality of Mattice –Val Cote
- Municipality of Moonbeam
- Municipality of Opasatika
- Township of Val Rita-Harty
- Township of Fauquier-Strickland

Private Sector (10)

- Union Gas Limited
- Hydro One Networks, Inc
- Tembec Inc.
- North Bay Hydro Distribution Ltd.
- Fri Ecological Services
- BlueMetric
- Ontario Northland
- Sani – International Technology Advisors Inc.
- Northway/Photomap/Remote Sensing Ltd
- Ontario Power Generation, Real Estate Services

Conservation Authorities/NGO's (4)

- North Bay-Mattawa Conservation Authority
 - Conservation Sudbury
 - Manitoulin Streams
1. Nature Conservancy of Canada Ontario Region

Subject: Craft Beer Festival

Report No.: CGP-023-2016
Agenda Date: November 1, 2016

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-023-2016; and
2. That Council agrees to support the Craft Beer Festival with labour, in kind equipment usage and marketing support as outlined in CGP-023-2016.

Background:

Hugo Rivet made a presentation to Council on September 20, 2016 regarding the potential of starting a craft beer festival in our community in 2017. Council referred the request to the Corporate Services Committee who in turn directed staff to get further details about the event and prepare a report for Council's consideration.

Analysis:

Craft beer has become extremely popular over the past decade and breweries are becoming tourist attractions in many communities around the province and around the world. As a marketing tool, many craft breweries bring their product on the road to showcase at community festivals as a way to be recognized in the market.

Craft beer festivals are becoming popular tourist events as they bring together several craft breweries in one place where interested attendees can sample the various beers. The festival is scheduled to take place in mid-July, however a date has not yet been finalized as organizers are working with the breweries to confirm their availability.

The new festival needs certain support from the municipality to ensure that it has the resources required to make the festival a success. They have asked the municipality to consider the following items for support: 20 tables, 50 chairs, fencing, the Rotary stage, Harbour Place and the road closure of Farr Drive between Marcella and Main Streets. In addition, they have asked for some financial support to promote the event in the surrounding regions to encourage greater attendance.

The financial support would be direct advertising purchased by the City through regional radio and social media to encourage visitors to attend the festival.

Staff has included funds within the 2017 budget process to assist in developing new, or grow existing events in the community to encourage people to visit the community and see what there is to offer here. These visitors often come back on other occasions to visit and in some occasions even move to the community. The \$5,000 request fits within the proposed scope of the event development fund.

Alternatives

The only alternative would be to not provide support for the new event which would probably result in the event not moving forward.

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 proposal asks for Council to provide in kind labour support to deliver and set up some tables, chairs, fencing and a stage for the event. In addition, they would like to request some marketing assistance for the event in the amount of \$5,000. These funds would be spent by the City to promote the event in North Bay, Timmins, Sudbury and Témiscamingue, Quebec. In addition, they require the use of Harbour Place Park for the weekend.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

James Franks
Economic Development Officer

Christopher W. Oslund
City Manager

**THE CITY OF TEMISKAMING SHORES
JANUARY - SEPTEMBER 2016 YEAR-TO-DATE
FINANCIAL REPORT**

**Financial Information
as at September 2016
(k\$)**

	B(W)
Net Operations Variance	266.7
Bank Balance	1,122.1
Debt Outstanding	
OSIFA Debentures	(284.8)
CHMC Program	(1,523.2)
OILC Program	(268.3)
Investments	1,600.0

NOTE: The January - September quarterly financial report is prepared comparing the YTD actuals to the final budget By-law 2016-055 passed on April 19, 2016.

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	Kelly Conlin, Director of Corporate Services (A)
Dave Treen, Clerk	

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

28-Oct-16

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1.0 EXECUTIVE SUMMARY

1.1 Overview Total City Net favourable position of \$266.7K.

General operations has a net favourable position of \$338.9K. Environmental operations has a net unfavourable position of (\$72.2K).

1.2 Bank Balance \$2,372.9K

The bank balance as at September 30, 2016 is \$2,372.9K.

1.3 Debt Outstanding \$4,016.3K

The City's outstanding debt is in the form of Ontario Strategic Infrastructure Financing Authority (OSIFA) debentures (\$284.8K), CMHC Municipal Infrastructure Lending Program (\$1,563.2K) and on OILC Infrastructure Ontario Lending Program (\$268.3K).

1.4 Investments

The City of Temiskaming Shores has \$1,600.0K invested with BNS in a GIC program with both short and long term investment opportunities.

1.5 Federal Gas Tax Funds \$706.3K

The balance as at September 30, 2016 was \$706.3K. The final 2016 contribution of \$316.2K will be received in November.

SUMMARY - OPERATIONS AND CAPITAL
Revenues and Expenditures
as at September 2016

	2016	2016 YTD			
	Total Budget	Actual	Budget	Variance B/(W)	% Change
GENERAL OPERATIONS					
Revenues					
Operations - General	21,805.8	18,072.1	17,889.3	182.8	1.0%
Operations - Environmental	3,987.1	4,005.4	3,975.6	29.8	0.7%
Total Revenues	25,792.9	22,077.5	21,864.9	212.6	1.0%
Expenditures					
Operations - General	21,082.5	14,250.4	14,406.5	156.1	1.1%
Operations - Environmental	3,464.8	2,179.0	2,077.0	(102.0)	-4.9%
Total Expenditures	24,547.3	16,429.4	16,483.5	54.1	0.3%
Net Position Operations	1,245.6	5,648.1	5,381.4	266.7	5.0%

2.0 General & Environmental Operations Revenues and Expenditures Summary

2.1 **Analysis** The General Operations YTD revenue variance as at September 2016 is \$182.8K or 1.0%. The primary drivers are:

- General Taxation is \$107.7K favourable due May & August Supp/Omit Tax billings
- CG&D is \$55.6K favourable due to higher than anticipated planning fees (zoning applications) and building permits. The revenues also include a land sale which we do not budget for.

Analysis The Environmental Operations YTD revenue variance as at September 2016 is \$29.8K or 0.7%. There are no major drivers for this variance.

Analysis The General Operations YTD expenditures variance as at September 2016 is \$156.1K or 1.1%. The primary drivers are:

- Corporate Services is (\$78.9K) unfavourable due to higher than anticipated GWL costs and a payout of a doctor retention agreement.
- General Taxation is (\$216.9K) unfavourable due to 2 multi-year write-offs resulting from ARB appeals
- Transportation is \$221.4 favourable as they are underspent in maintenance accounts but are still awaiting the Miller invoice for asphalt patching.
- Fleet is \$142.5K favourable as they are underspent YTD in the fuel & diesel account line, however the budget is evenly distributed over 12 months and there is increased fuel consumption in the winter months

Analysis The Environmental Operations YTD expenditures variance as at September 2016 is (\$102.0K) or (4.9%)%.

- Sanitary Sewer Services is (\$69.3K) unfavourable due to significantly higher than anticipated hydro costs
- Waterworks System is (\$43.0K) unfavourable due to significantly higher than anticipated hydro costs

2.2

GENERAL OPERATIONS BY COST CENTRE

Revenues
as at September 2016

		2016	2016 YTD			
		Total Budget	Actual	Budget	Variance B/(W)	% Change
Revenues:						
Governance:	FEMS	69.0	58.8	62.0	(3.2)	-5.2%
	Policing	50.9	16.0	9.0	7.0	77.8%
Corporate Services:	Corporate Services	185.0	61.8	60.0	1.8	3.0%
	Municipal Clerk	48.5	52.3	40.1	12.2	30.4%
	Cemeteries	80.4	77.1	57.2	19.9	34.8%
	Finance	5,492.1	3,000.8	2,951.7	49.1	1.7%
	General Taxation	12,778.9	12,849.1	12,741.4	107.7	0.8%
Comm Growth/Plng:	P&DS	261.3	279.9	224.3	55.6	24.8%
	Economic Development	510.3	186.1	215.9	(29.8)	-13.8%
Public Works:	Transportation	429.7	273.4	287.9	(14.5)	-5.0%
	Solid Waste Management	607.7	399.4	436.6	(37.2)	-8.5%
Leisure Services:	Parks	133.8	131.7	125.3	6.4	5.1%
	Programs	193.5	140.3	146.9	(6.6)	-4.5%
	Facilities	518.0	365.7	367.5	(1.8)	-0.5%
Property Mntce:	Property Maintenance	132.3	9.6	9.6	0.0	0.0%
	Buildings & Yards	181.9	137.9	124.3	13.6	10.9%
Fleet:		62.5	0.0	0.0	0.0	0.0%
Libraries:		70.0	32.2	29.6	2.6	8.8%
Total Revenues		21,805.8	18,072.1	17,889.3	182.8	1.0%

2.3

GENERAL OPERATIONS BY COST CENTRE

Expenditures
as at September 2016

		2016	2016 YTD			
		Total Budget	Actual	Budget	Variance B/(W)	% Change
Expenditures						
Council:		143.2	107.4	112.6	5.2	4.6%
Governance:	City Manager's Office	424.8	327.8	318.7	(9.1)	-2.9%
	FEMS	628.5	399.6	423.6	24.0	5.7%
Health & SS:	Health	438.7	329.0	329.0	0.0	0.0%
	Social Services	2,293.3	1,692.5	1,692.5	0.0	0.0%
Policing:	Police Service Board	12.1	5.4	9.7	4.3	44.3%
	OPP	2,296.6	1,715.5	1,723.9	8.4	0.5%
Corporate Services:	Corporate Services	1,485.5	1,236.0	1,157.1	(78.9)	-6.8%
	Municipal Clerk's Office	248.7	182.4	177.6	(4.8)	-2.7%
	Cemeteries	80.4	70.9	60.3	(10.6)	-17.6%
	Finance	2,186.4	438.3	403.0	(35.3)	-8.8%
	General Taxation	192.3	370.5	153.6	(216.9)	-141.2%
Comm Growth/Plng:	Economic Development	836.2	665.0	680.5	15.5	2.3%
	P&DS	674.8	303.4	403.0	99.6	24.7%
Public Works:	Transportation	3,201.9	2,178.4	2,399.8	221.4	9.2%
	Solid Waste Management	1,407.4	1,014.5	1,021.1	6.6	0.6%
	Property Maintenance	710.7	444.8	479.5	34.7	7.2%
	Buildings & Yards	249.6	200.3	192.4	(7.9)	-4.1%
	Fleet	973.6	592.0	734.5	142.5	19.4%
Leisure Services:	Parks	1,519.7	1,193.3	1,144.9	(48.4)	-4.2%
	Programs	47.9	34.4	37.8	3.4	9.0%
	Facilities	603.3	456.0	460.4	4.4	1.0%
Libraries:		426.9	293.0	291.0	(2.0)	-0.7%
Total Expenditures		21,082.5	14,250.4	14,406.5	156.1	1.1%

ENVIRONMENTAL OPERATIONS
Revenues and Expenditures
as at September 2016

		2016	2016 YTD		
		Total Budget	Actual	Budget	Variance B/(W) % Change
Revenues					
	User Fees	3,987.1	4,005.4	3,975.6	29.8 0.7%
Total Revenues		3,987.1	4,005.4	3,975.6	29.8 0.7%
Expenditures					
	Financing	283.6	88.1	88.1	0.0 0.0%
	Administration	985.5	522.3	532.6	10.3 1.9%
	Sanitary Sewer Systems	933.7	665.6	596.3	(69.3) -11.6%
	Waterworks System	1,262.0	903.0	860.0	(43.0) -5.0%
Total Expenditures		3,464.8	2,179.0	2,077.0	(102.0) -4.9%
Net Expenditures		522.3	1,826.4	1,898.6	(72.2) -3.8%

THE CITY OF TEMISKAMING SHORES JANUARY - OCTOBER 2016 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

Distribution List

Mayor and Council
Chris Oslund, City Manager
Tim Uttley, Fire Chief
Dave Treen, Municipal Clerk

Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Leisure Services
Kelly Conlin, Director of Corporate Services (A)

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

24-Oct-16

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 - 2.2 General Capital Revenues & Expenditures
 - 2.3 Waterfront Development Project
 - 2.5 Environmental Capital Revenues & Expenditures

SUMMARY - CAPITAL
Revenues and Expenditures
as at October 2016

	2016 YTD			
	Actual	Total Budget	Variance B/(W)	% Change
CAPITAL				
Revenues				
Capital - General	153.0	4,048.8	(3,895.8)	-96.2%
Capital - Environmental	1,422.6	8,330.4	(6,907.8)	-82.9%
Total Revenues	1,575.6	12,379.2	(10,803.6)	-87.3%
Expenditures				
Capital - General	2,669.3	4,048.8	1,379.5	34.1%
Capital - Environmental	911.6	6,187.7	5,276.1	85.3%
Total Expenditures	3,580.9	10,236.5	6,655.6	65.0%
Net Position Capital	(2,005.3)	2,142.7	4,148.0	

NOTE: The January - October monthly capital financial report is prepared comparing the YTD actuals to the final budget By-law 2016-055 passed on April 19, 2016.

2.0 Capital Summary

2.1 Analysis

The City of Temiskaming Shores 2016 Capital projects for both general and environmental is \$10,650.4K. The capital program is comprised of \$3,779.7K of general capital and \$6,870.7K of environmental capital.

The 2016 Capital project budget consists of 34 projects, 25 in general and 9 in environmental.

General Capital Projects:

17 projects have been completed, 8 are currently in progress.

Additional Projects: 2 completed

Land Acquisition behind mall for W/S easement, STATO trail and future road development. The project is completed.

Environmental Capital Projects:

4 projects have been completed, 5 are currently in progress.

Additional Projects: 1 underway (ProNor water/sewer line installation to lot line as sale of land agreement, estimated value of construction \$11,680 plus applicable taxes)

GENERAL CAPITAL
Revenues & Expenditures
as at October 2016

Department	Project	2016			%	G	Y	R
		Actual	Budget	Variance B/(W)				
REVENUES:	Transfer from Operations	0.0	723.2	(723.2)				
	Transfer from Reserves	0.0	135.0	(135.0)				
	Financing (external)	0.0	795.0	(795.0)				
	Financing (internal)	0.0	325.0	(325.0)				
	Canada 150 Funding	0.0	50.0	(50.0)				
	Lighting Incentive Program	0.0	60.0	(60.0)				
	Federal Gas Tax	0.0	935.5	(935.5)				
	Provincial Gas Tax	0.0	90.0	(90.0)				
	Trillium Funding	135.0	150.0	(15.0)				
	OMCIP Funding	0.0	162.5	(162.5)				
	STATO Partnership	0.0	64.8	(64.8)				
	Provincial Funding Ec Dev Strategic Plan	0.0	50.0	(50.0)				
	Waterfront Development Funding (P&F)	18.0	507.8	(489.8)				
	Total Revenues	153.0	4,048.8	(3,895.8)				
EXPENDITURES:	Corporate Services:							
	Capital Contingency Fund	0.0	75.8	75.8				
	Land Acquisition	141.5	0.0	-141.5	100%	X		
	Property Mntce:							
	City Hall Energy Upgrades	17.0	20.0	3.0	100%	X		
	Hlby Arena Upgrades	7.4	15.0	7.6	100%	X		
	NL Library Stabilization	6.6	115.0	108.4	50%	X		
	NL Fire Station Repairs (Roof)	99.0	98.0	-1.0	100%	X		
	Hlby Medical Centre Flooring Upgrades	0.0	30.0	30.0	50%	X		
	Hlby Medical Centre Retaining Wall	32.9	100.0	67.1	100%	X		
	Matabanick Hotel Demolition	314.6	325.0	10.4	100%	X		
	Riverside Place Roof Replacement (south)	21.2	0.0	-21.2	100%	X		
	Public Works:							
	DIP Certified Site Program	28.3	100.0	71.7	100%	X		
	2016 Road Program	773.9	745.5	-28.4	100%	X		
	Street Light Upgrades	81.7	150.0	68.3	100%	X		
	Solid Waste:							
	Landfill Site Expansion	39.9	60.0	20.1	75%	X		
	Hlby Landfill Postclosure	8.6	25.0	16.4	50%	X		
	Transit:							
	Transit Bus Auto Announcement System	2.0	90.0	88.0	75%	X		
	Fleet:							
	Command/Rescue Truck	1.1	295.0	293.9	75%	X		
	Trackless	156.1	165.0	8.9	100%	X		
	Loader	183.7	185.0	1.3	100%	X		
	Service Van - Bldg Mntce	63.1	60.0	-3.1	100%	X		
	Pick-Ups (3)	87.7	90.0	2.3	100%	X		
	Quick Attach Forks for Loader	6.9	6.0	-0.9	100%	X		
	Leisure Services:							
	STATO Trail Relocation	167.9	190.0	22.1	100%	X		
	STATO Project	143.2	377.3	234.1	75%	X		
	NL Arena Glycol Pump Replacement	6.2	10.0	3.8	100%	X		
	NL Waterslide Refinishing	31.3	32.0	0.7	100%	X		
	Hlby Arena Condensor	125.6	125.0	-0.6	100%	X		
	Waterfront Development	121.9	564.2	442.3		X		
	Total Expenditures	2,669.3	4,048.8	1,379.5				

2.3

WATERFRONT DEVELOPMENT PROJECT
as at October 2016

Project	Total Budget	2015 Actual	YTD Actual	2016		G	Y	R
				Budget	Variance B/(W)			
Waterfront Stabilization & Beautification	685.1	485.1	115.4	200.0	84.6	x		
Boardwalk Demolition, Replacement & Lighting	371.1	371.1		0.0	0.0			
Accessible Landscaping	260.0	245.8	6.5	14.2	7.7	x		
Farmer's Market	350.0	0.0		350.0	350.0			
Spurline Building Renovations	31.7	31.7		0.0	0.0			
Bucke Park Water and Septic Upgrades	90.6	90.6		0.0	0.0			
Professional Services (Engineering)	74.7	74.7		0.0	0.0			
Marina Refurbishment and Electrical Upgrades	358.8	358.8		0.0	0.0			
	2,222.0	1,657.8	121.9	564.2	442.3			

Waterfront Stabilization & Beautification:

- Beach and Harbourfront Bathrooms have been upgraded
- Haileybury Boardwalk tender has been awarded to SLE and the work will take place in after Thanksgiving weekend
- Haileybury Waterslide resurfacing has been completed
- Haileybury Marina Gates (N&S) are having privacy screens installed and the work is almost completed

ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at October 2016
(\$K)

	2016			%			
	Actual	Budget	Variance B/(W)				
REVENUES:							
Transfer from Operations	0.0	522.3	(522.3)				
Public/Private Partnership	0.0	100.0	(100.0)				
Borrowing	0.0	1,824.3	(1,824.3)				
Funding - Armstrong Infrastructure Upgrades	0.0	164.1	(164.1)				
Funding - Looping Project	147.0	1,282.5	(1,135.5)				
Funding - Gray Road Project	0.0	2,141.7	(2,141.7)				
Funding - North Cobalt Water	1,275.6	2,142.7	(867.1)				
Transfer from Reserves	0.0	152.8	(152.8)				
Total Revenues	1,422.6	8,330.4	(6,385.5)				
EXPENDITURES:							
Vacuum/Sucker Truck	418.4	500.0	81.6	100.0%	x		
Pick-Up	29.2	30.0	0.8	100.0%	x		
Dym Reservoir Upgrades	58.2	200.0	141.8	25.0%	x		
Gray Road Lift Station	2.8	3,212.5	3,209.7	25.0%	x		
Hlby WTP MCC Replacement	0.0	200.0	200.0	50.0%	x		
NL-Dym Water Supply Linking	330.4	316.9	(13.5)	100.0%	x		
Comm Upgrades W/WW Facilities (Phase 3)	0.0	300.0	300.0	50.0%	x		
NC Water Integration Project	36.7	1,403.3	1,366.6	25.0%	x		
Clear Well Inspection Robot	24.0	25.0	1.0	100.0%	x		
ProNor Service Line Installation	11.9	0.0	(11.9)	100.0%	x		
Total Expenditures	911.6	6,187.7	5,276.1				

Memo

To: Mayor and Council
From: Laura-Lee MacLeod, Treasurer
Date: November 1, 2016
Subject: OILC Loan Application(s)
Attachments: Appendix 01 – OILC current Interest Rates

Mayor and Council:

By-law No. 2016-055 was passed on April 19, 2016 and it includes borrowing to finance certain approved environmental capital works including Infrastructure Upgrades-Phase I (Gray Rd & Robert St Lift Stations) and the North Cobalt Water Stabilization Project.

Further to the approval of the budget, the Treasurer will proceed with the applications for financing through the Ontario Infrastructure and Lands Corporation (OILC) as the projects progress or are completed.

It is anticipated that borrowing for these two (2) projects will be approximately \$4,783,545.

The OILC interest rates are very competitive. Appendix 01 – OILC current Interest Rates is attached for your information. The rates are subject to change.

One of the components of the application process is a by-law authorizing the submission of an application to OILC for temporary and long-term borrowing through the issuance of debentures.

Upon notice of a successful application the funds will be available to draw upon for the payment of the expenditures of the various capital works. Once the projects are completed or reach substantial completion, a debenture will be requested at which time a debenture by-law will be required.

The Treasurer respectfully recommends:

That Council acknowledges receipt of Memo No. 026-2016-CS;

That Council directs the Treasurer to proceed with the application(s) to OILC for capital works as approved in the 2016 Budget By-law No. 2016-055; and

That Council directs staff to prepare the necessary by-laws as per the OILC program being a funding agreement and debenture(s) as required upon the completion or substantial completion of the approved capital works.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Laura Lee MacLeod
Treasurer

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

[Français \(/Taux-débiteurs-fr/?ekfrm=2147483942§or=mun\)](#)[Home \(/en/\)](#)[What We Do \(/What-We-Do/\)](#)[Infrastructure Lending \(/Infrastructure-Lend](#)

Lending Rates: Municipalities

Indicative Lending Rates as of 25/10/2016

Indicative Lending Rates as of

Term	Construction	Serial	Amortizer
1 Month	1.45%	-	-
5 Year	-	1.57%	1.57%
10 Year	-	2.09%	2.11%
15 Year	-	2.48%	2.52%
20 Year	-	2.76%	2.82%
25 Year	-	2.94%	3.01%
30 Year	-	3.04%	3.12%

About Our Lending Rates

Our online lending rates are updated frequently as we track the movement of our cost of borrowing in the capital markets.

Debentures - rates on debentures are fixed for the entire life of the loan once the debenture is purchased by Infrastructure Ontario.

Memo

To: Mayor and Council
From: Kelly Conlin, Director of Corporate Services
Date: November 1, 2016
Subject: Temporary Building Inspector/By-law Officer & Temporary By-law/Property Standards Officer
Attachments: None

Mayor and Council:

During the Closed Session of the September 6, 2016 Regular Council meeting, Council was informed that the temporary vacancy of the Building Inspector would be posted internally and all necessary training would be provided. The objective would be to have an additional qualified Building Inspector subsequent to the return of the full-time Building Inspector.

The temporary Building Inspector position was successfully filled by Mr. David Barton, the current By-law/Property Standards Officer.

The temporary By-law/Property Standards Officer vacancy, as a result of Mr. Barton's reassignment, was posted internally and successfully filled by Mr. Tim Goodyear. Due to the nature of these two positions and the anticipated commencement dates (early November) it is necessary to appoint both individuals via by-law to their respective temporary positions.

Therefore it is recommended that Council direct staff to prepare the necessary by-laws to appoint Mr. David Barton as a Building Inspector and Mr. Tim Goodyear as a By-law/Property Standards Officer for consideration at the November 1, 2016 Regular Council meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Kelly Conlin
Director of Corporate
Services (A)

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Kelly Conlin, Director of Corporate Services (A)
Date: November 1, 2016
Subject: Transfer of Physician Recruitment and Retention Funds

Mayor and Council,

At the September 12, 2016 Physician Recruitment and Retention Committee meeting, the Committee put forth the following motion:

Motion No.:	8	Date:	September 12, 2016
Moved by:	Shirley Watchorn	Seconded by:	Margaret Beatty
Motion:	<i>That the Temiskaming Shores and Area Physician Recruitment and Retention Committee hereby permits the transfer of Physician Recruitment and Retention funds from the Temiskaming Hospital to the City of Temiskaming Shores in the amount of \$124,000; and further that the committee hereby requests that the City of Temiskaming Shores be responsible for the signing and administration of Physician Service Agreements.</i>		

Since this meeting, the funds have been transferred into the City's existing Physician Recruitment and Reserve Fund, and one pre-approved Physician Services Agreement has been signed.

It is recommended that Council authorize the Mayor and Clerk to execute any future Physician Service Agreements approved by the Physician Recruitment and Retention Committee.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

Subject: Lease Agreement – Dr. N. Currie
Haileybury Medical Centre

Report No.: CS-017-2016
Agenda Date: November 1, 2016

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-017-2016; and
2. That Council directs staff to prepare the necessary by-law to enter into a three (3) year lease agreement with Doctor Nichole Currie for the rental of 542 square feet of office space at the Haileybury Medical Center – upper level, effective January 1, 2017 until December 31, 2019 at a rate of \$13.17 per square foot plus applicable taxes and to apply a Consumer Price Index (CPI) increase annually for the term of the lease for consideration at the November 1, 2016 Regular Council meeting.

Background

Doctor Currie has been renting space in the Haileybury Medical Centre since late 2013 as part of the Haileybury Family Health Team. She has recently requested additional space (140 sq. feet) to accommodate her practice.

The current agreement is set to expire on December 31, 2016.

Analysis

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

Financial / Staffing Implications

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

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

The City will collect approximately \$7,138.14 (\$594.85/month) plus applicable taxes in 2017 and apply the CPI index annually in subsequent years of the agreement.

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2016-000

**Being a by-law to authorize the entering into a Lease
Agreement with Dr. Nichole Currie for the rental of space
at the Haileybury Medical Centre**

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

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

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

Whereas Council considered Administrative Report CS-017-2016 at the November 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year lease agreement with Doctor Nichole Currie for the rental of 542 square feet of office space at the Haileybury Medical Center – upper level, effective January 1, 2017 until December 31, 2019 at a rate of \$13.17 per square foot and to apply a Consumer Price Index (CPI) increase annually for the term of the lease for consideration at the November 1, 2016 Regular Council meeting;

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

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

Read a first, second and third time and finally passed this 1st day of November, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to
By-law No. 2016-000
Agreement between
The Corporation of the City of Temiskaming Shores
and
Dr. Nichole Currie
for the rental of space at the
Haileybury Medical Center

Lease Agreement

between:

The Corporation of the City of Temiskaming Shores

and:

Dr. Nichole Currie

Lease

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

This Lease made this 1st day of November, 2016.

Between:

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

And:

Dr. Nichole Currie
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the **upper level** in the Landlord's Building containing a rentable area of Five Hundred and Forty-Two square feet (542 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

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

3. Term

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

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Five Hundred and Ninety Four Dollars and Eighty Four Cents (\$591.84)** per month plus HST, which represents a lease rate of \$13.17/ft²/year. Rent will be increased annually for the duration of the term using a Consumer Price Index percentage.

Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

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

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

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;

- d) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;
- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

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

other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant

or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;

g) Distress - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

h) Right of re-entry - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;

i) Right of termination by the Tenant

The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of three months rent in lieu of notice.

j) Right of termination by the Landlord

On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

k) Non-waiver - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.

l) Over-holding - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and

without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.

- m) Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- n) Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary

documents in the implementation hereof for or on behalf of the said assignee;

- o) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Corporate Services, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. Headings

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

9. Effect of Lease

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

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

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Temiskaming Shores

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

Dr. Nichole Currie

Date

Dr. Nichole Currie

Date

Witness Signature
Print Name: _____

Subject: Amendment to By-law No. 2004-132
Emergency Response Plan

Report No.: PPP-011-2016
Agenda Date: November 1, 2016

Attachments

Appendix 01: Emergency Response Plan - Revised Draft

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-011-2016 and more specifically Appendix 01 – Emergency Response Plan – Revised Draft; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2004-132 being an Emergency Response Plan for the City of Temiskaming Shores for consideration at the November 1, 2016 Regular Council meeting.

Background

The Emergency Management and Civil Protection Act (EMCPA) require all municipalities in Ontario to develop a plan that outlines how it will respond to emergencies within its jurisdiction.

Analysis

The Province of Ontario requires the implementation of mandatory emergency management programs for all Provincial ministries and municipalities. The elements of the emergency management program are outlined in the EMCPA in general and specified by Emergency Management Ontario (EMO).

The standards set by EMO, in accordance with recommended international best practices, require each community to maintain the requirements of the Emergency Management Program. For the purposes of this report, the following outcomes are being presented to Council:

- A revised draft Emergency Response Plan;

The EMCPA requires municipalities to review their emergency response plan on an annual basis. Furthermore, it requires a copy of the most current response plan be provided to the Chief of Emergency Management Ontario.

On August 17, 2016 the Emergency Management Program Committee reviewed the draft Emergency Response Plan. The committee endorsed the draft plan and recommended it be forwarded to Council for their review and consideration. Upon

adoption of the plan by Council, the CEMC will then forward a copy to EMO as required.

Financial / Staffing Implications

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

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

Financial implications to date have been with program resources and expenditures associated with the Emergency Management Program.

Staffing implications associated with the proposed agreement are limited to normal administrative functions and duties.

Alternatives

Alternatives are not being presented at this time, as legislation requires the adoption and maintenance of an Emergency Management Program.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Timothy H. Uttley
Fire Chief

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2016-000

**Being a by-law to amend By-law No. 2004-132, as
amended being a by-law to adopt an Emergency
Management Program**

Whereas Section 2.1 (1) of the Emergency Management Act, 1990 (hereinafter referred to as the Act) requires every municipality to develop and adopt by by-law an Emergency Management Program;

And whereas Section 2.1 (2) states that the Emergency Management Program shall consist of:

- a) an emergency plan as required by Section 3 of the Act;
- b) training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
- c) public education on risks to public safety and on public preparedness for emergencies; and
- d) any other element required by the standards for emergency management programs set under Section 14 of the Act.

And whereas By-law No. 2004-132, as amended being a by-law to adopt an Emergency Management Program for the City of Temiskaming Shores was passed on November 8, 2004;

And whereas Council considered Administrative Report No. PPP-011-2016 at the November 1, 2016 Regular meeting of Council and directed staff to prepare the necessary by-law to amend By-law 2004-132, as amended for consideration at the November 1, 2016 Regular meeting of Council;

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

1. That By-law No. 2004-132, as amended is hereby further amended by repealing Schedule "A" in its entirety and replaced with Schedule "A" hereto attached and forming part of this by-law.
2. That the Clerk of the City of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 1st day of November, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to
By-law No. 2016-000
City of Temiskaming Shores
Emergency Response Plan

Amendments:

By-law No. 2004-132	Nov 8, 2004	Original By-law
By-law No. 2006-040	Apr 25, 2004	Replacement of Schedule “A”
By-law No. 2006-074	Aug 21, 2006	Modification of responsibilities
By-law No. 2007-171	Dec 18, 2007	Replacement of Schedule “A”
By-law No. 2011-006	Dec 14, 2010	Replacement of Schedule “A”
By-law No. 2014-200	Nov 4, 2014	Replacement of Schedule “A”

DISCLAIMER

The City of Temiskaming Shores Emergency Response Plan has been formulated to contain information pertinent to the City of Temiskaming Shores. It is not intended to fulfill the needs of any other community in Ontario. Pursuant to the completion of a community risk profile, each community must draw up their own plans accordingly.

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Annex A – Emergency Public Information Plan

Annex B – Notification of Public

Annex C – Canadian Red Cross Form of Agreement

Section One

1.1 Introduction

Emergencies are defined as situations or impending situations that constitute a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise. They affect public safety, meaning the health, welfare and property, as well as the environment and economic health of the City of Temiskaming Shores.

The population of the City of Temiskaming Shores is 10,400 residents.

In order to protect residents, businesses and visitors, the City of Temiskaming Shores requires a coordinated emergency response by a number of agencies under the direction of the Emergency Control Group. These are distinct arrangement and procedures from the normal day-to-day operations carried out by emergency services.

The City of Temiskaming Shores Emergency Management Program Committee developed this emergency response plan. Every official, municipal department and agency must be prepared to carry out assigned responsibilities in an emergency. The response plan has been prepared to provide key officials, agencies and departments of the City of Temiskaming Shores with important information related to:

- Arrangements, services and equipment; and
- Roles and responsibilities during an emergency.

In addition, it is important that residents, businesses and interested visitors be aware of its provisions. Copies of the City of Temiskaming Shores Emergency Response Plan may be viewed at City Hall, Public Libraries and on the City's Web Site.

1.2 Community Emergency Management Coordinator (CEMC)

For more information, please contact:

Timothy H. Uttley
Community Emergency Management Coordinator
City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0
(705) 647-8298

Section Two

2.1 Aim

The aim of this plan is to make provision for the extraordinary arrangements and measures that may have to be made to protect the health, safety and welfare, environment and economic health of the residents, businesses and visitors of the City of Temiskaming Shores when faced with an emergency situation.

The aim of this plan is also to enable a centralized controlled and coordinated response to emergencies in the City of Temiskaming Shores, and meet the legislated requirements of the **Emergency Management and Civil Protection Act**.

For further details, please contact the Community Emergency Management Coordinator.

2.2 Authority

The **Emergency Management and Civil Protection Act (EMCPA)** is the legal authority for this emergency response plan in Ontario.

The (EMCPA) states that:

"Every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by by-law adopt the emergency response plan." [Section 3(1)]

"The head of council of a municipality may declare that an emergency exists in the municipality or in any part thereof and may take such action and make such orders as he or she considers necessary and are not contrary to law to implement the emergency plan of the municipality and to protect property and the health, safety and welfare of the inhabitants of the emergency area." [Section 4(1)]

As enabled by the **Emergency Management and Civil Protection Act**, this emergency response plan and its elements have been:

- Issued under the authority of *City of Temiskaming Shores* By-law 2004-132; and
- Filed with Emergency Management Ontario, Ministry of Community Safety and Correctional Services.

2.3 Definition of an Emergency

The EMCPA defines an emergency as:

"A situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise."

The Emergency Operation Centre (EOC) can be activated for any emergency for the purposes of managing the emergency, by maintaining services to the community and supporting the emergency site.

2.4 Action Prior to Declaration

When an emergency exists but has not yet been declared to exist, municipal employees may take such action(s) under this emergency plan as may be required to protect property and the health, safety and welfare of the residents of the City of Temiskaming Shores.

Section Three

3.1 Emergency Notification Procedures

Only a member of the City of Temiskaming Shores Municipal Emergency Control Group (MECG) may initiate the notification procedure.

When a member of the MECG receives a warning of a real or potential emergency, that member will immediately contact the Community Emergency Management Coordinator (CEMC) or his/her Alternate, to request that the Emergency Response Plan be activated and the MECG notified.

The member initiating the call must provide pertinent details (e.g., - a time and place for the MECG to meet) as part of the notification procedure. Upon notification of the emergency, the CEMC, CEMC Alternate or other designated City Staff will notify all members of the MECG.

Upon being notified, it is the responsibility of all MECG officials to notify their staff and volunteer organizations.

Where a threat of an impending emergency exists, the MECG will be notified and placed on standby.

3.2 Requests for Assistance

Assistance may be requested from the Province of Ontario at any time without any loss of control or authority. A request for assistance should be made by contacting Emergency Management Ontario.

3.3 Procedure for Declaring an Emergency

The Mayor or in his absence the Acting Mayor of the City of Temiskaming Shores, as Head of Council, is responsible for declaring an emergency. This decision is usually made in consultation with other members of the MCEG. Upon declaring an emergency, the Mayor or Acting Mayor will notify:

- (a) Emergency Management Ontario, Ministry of Community Safety and Correctional Services;
- (b) City Council
- (c) Public attached hereto an ANNEX "B".
- (d) Neighboring community officials, as required;
- (e) Local Member of the Provincial Parliament (MPP);
- (f) Local Member of Parliament (MP).

3.4 Termination of a Community Emergency

The Mayor, Acting Mayor, City Council or Premier of Ontario may declare the municipal emergency terminated. This decision is usually made in consultation with other members of the MCEG. When terminating an emergency, the Mayor will notify:

- (a) Emergency Management Ontario, Ministry of Community Safety and Correctional Services;
- (b) City Council
- (c) Public attached hereto an ANNEX "B".
- (d) Neighboring community officials, as required;
- (e) Local Member of the Provincial Parliament (MPP);
- (f) Local Member of Parliament (MP).

Section Four

4.1 Emergency Operations Centre (EOC)

The MCEG will report to the EOC as designated by Municipal Council.

4.2 Municipal Emergency Control Group (MECG)

The emergency response will be directed and controlled by the MECG. The MECG is a group of officials who are responsible for coordinating the provision of the essential services necessary to minimize the effects of an emergency on the community.

The MECG consists of the following officials and/or their alternates:

1. Mayor or Deputy Mayor;
2. City Manager, or alternate, who becomes the Operations Officer in the EOC;
3. Municipal Clerk/ Emergency Information Coordinator
4. Community Emergency Management Coordinator
5. Fire Chief
6. Ontario Provincial Police Detachment Commander
7. Director of Public Works
8. Medical Officer of Health (or a senior public health representative);
9. Social Services Representative
10. Emergency Medical Services Chief or Deputy Chief
11. Director of Recreation
12. Director of Corporate Services/Human Resources

Additional personnel called or added to the MECG may include:

- Superintendent of Community Programs;
- Treasurer;
- Office of the Fire Marshal Emergency Management Representative/s;
- Liaison staff from provincial ministries;
- Any other officials, experts or representatives from the public or private sector as deemed necessary by the MECG;
- Technical Communications Coordinator or alternate.

The MECG may function with only a limited number of persons depending upon the emergency. While the MECG may not require the presence of all the people listed as members of the control group, all members of the MECG must be notified.

4.3 Operating Cycle

Members of the MECG will gather at regular intervals to inform each other of actions taken and problems encountered. The City Manager will establish the frequency of meetings and agenda items. Meetings will be kept as brief as possible thus allowing members to carry out their individual responsibilities. The City Manager's Assistant will maintain status boards and maps, which will be prominently displayed.

4.4 Municipal Emergency Control Group Responsibilities

The members of the MECG are likely to be responsible for the following actions or decisions:

- (a) Calling out and mobilizing their emergency service, agency and equipment;
- (b) Coordinating and directing their service and ensuring that any actions necessary for the mitigation of the effects of the emergency are taken, provided they are not contrary to law;
- (c) Determining if the location and composition of the MECG are appropriate;
- (d) Advising the Mayor as to whether the declaration of an emergency is recommended;
- (e) Advising the Mayor on the need to designate all or part of the City as an emergency area;
- (f) Ensuring that an Emergency Site Manager (ESM) is appointed;
- (g) Ensuring support to the ESM by offering equipment, staff and resources, as required;
- (h) Ordering, coordinating and/or overseeing the evacuation of inhabitants considered being in danger;
- (i) Discontinuing utilities or services provided by public or private concerns, i.e. hydro, water, gas, closing down a shopping plaza/mall;
- (j) Arranging for services and equipment from local agencies not under community control i.e. private contractors, industry, volunteer agencies, service clubs;

- (k) Notifying, requesting assistance from and/or liaison with various levels of government and any public or private agencies not under community control, as considered necessary;
- (l) Determining if additional volunteers are required and if appeals for volunteers are warranted;
- (m) Determining if additional transport is required for evacuation or transport of persons and/or supplies;
- (n) Ensuring that pertinent information regarding the emergency is promptly forwarded to the Emergency Information Coordinator and Citizen Inquiry Supervisor, for dissemination to the media and public;
- (o) Determining the need to establish advisory groups and/or sub-committees, working groups for any aspect of the emergency including recovery;
- (p) Authorizing expenditure of money required for dealing with the emergency;
- (q) Notifying the service, agency or group under their direction, of the termination of the emergency;
- (r) Maintaining a log outlining decisions made and actions taken, and submitting a summary of the log to the City Manager within one week of the termination of the emergency, as required;
- (s) Participating in the debriefing following the emergency.

Section Five

5.1 Municipal Emergency Control Group Individual Responsibilities

1. Mayor or Acting Mayor

The Mayor or Acting Mayor is responsible for:

- (a) Providing overall leadership in responding to an emergency;
- (b) Declaring an emergency within the designated area;
- (c) Declaring that the emergency has terminated (Note: Council may also terminate the emergency);
- (d) Notifying the Emergency Management Ontario, Ministry of Community Safety and Correctional Services of the declaration of the emergency, and termination of the emergency, and are kept informed of the emergency situation.
- (e) Ensuring the members of Council are advised of the declaration and termination of an emergency, and are kept informed of the emergency;
- (f) Maintain a personal log of all actions taken.

2. City Manager / Operations Officer

The City Manager for the City of Temiskaming Shores becomes the Operations Officer and is responsible for:

- (a) Chairing the MEEG.
- (b) Depending on the nature of the emergency, activating the emergency notification system through the CEMC or Alternate;
- (c) Ensuring liaison with the Senior Police Officer regarding security arrangements for the EOC.
- (d) As the Operations Officer, coordinating operations within the Emergency Operations Centre, including the scheduling of regular meetings;
- (e) Advising the Mayor on policies and procedures, as appropriate;
- (f) Ensuring liaison with the Emergency Information Officer regarding preparing major announcements and media releases, and approving same, in conjunction with the Mayor, in consultation with the MEEG;
- (g) Ensuring that a communications link is established between the MEEG and the Emergency Site Manager (ESM);
- (h) Calling out additional City staff to provide assistance, as required;
- (i) Maintain a personal log of all actions taken.

3. Municipal Clerk / Emergency Information Coordinator

The Municipal Clerk / Emergency Information Coordinator is responsible for:

- (a) Acting as the Emergency Information Coordinator during an emergency. The Emergency Information Coordinator is responsible for the dissemination of news and information to the media for the public (see Annex "A").
- (b) Providing information and advice on all municipal legislative matters as may be required;
- (c) Coordinating efforts with Social Services to ensure the well-being of residents who have been displaced from their homes by arranging emergency lodging, clothing, feeding, registration and inquiries and personal services;
- (d) Ensuring liaison with the Senior Police Officer with respect to evacuee centres which can be opened on short notice;

- (e) Coordinating liaison efforts between Social Services and the Medical Officer of Health on areas of mutual concern regarding operations in evacuee centres;
- (f) Ensuring that documentation is maintained and kept for future reference;
- (g) Maintain a personal log of all actions taken.

4. Community Emergency Management Coordinator

The Community Emergency Management Coordinator (CEMC) is responsible for:

- (a) Depending on the nature of the emergency, activating the emergency notification system through the CEMC Alternate;
- (b) Activating and arranging the Emergency Operations Centre;
- (c) Ensuring that security is in place for the EOC and registration of MECC members;
- (d) Ensuring liaison with Senior Police Official(s) regarding security arrangements for the EOC.
- (e) Ensuring that all members of the MECC have necessary plans, resources, supplies, maps, and equipment;
- (f) Providing advice and clarifications about the implementation details of the Emergency Response Plan;
- (g) Supervising the Technical Communications Coordinator;
- (h) Ensuring that the operating cycle is met by the MECC and related documentation is maintained and kept for future reference;
- (i) Addressing any action items that may result from the activation of the Emergency Response Plan and keeping MECC informed of implementation needs;
- (j) Maintaining the records and logs for the purpose of debriefings and post-emergency reporting that will be prepared.
- (k) Maintain a personal log of all actions taken.

5. Fire Chief

The Fire Chief is responsible for:

- (a) Depending on the nature of the emergency, activating the emergency notification system through the CEMC or CEMC Alternate;
- (b) Providing the MECG with information and advise on firefighting and rescue matters;
- (c) Depending on the nature of the emergency, assigning the Emergency Site Manager and informing the MECG;
- (d) Establishing an ongoing communications link with the senior fire official at the scene of the emergency;
- (e) Initiating mutual aid arrangements for the provision of additional firefighters and equipment, if needed;
- (f) Determining the need for additional or special equipment and recommending possible sources of supply, e.g. breathing apparatus, protective clothing;
- (g) Providing assistance to other community departments and agencies and being prepared to take charge of or contribute to non-firefighting operations if necessary, e.g. rescue, first aid, casualty collection, evacuation;
- (h) Providing an Emergency Site Manager, if required.
- (i) Maintain a personal log of all actions taken.

6. Ontario Provincial Police Detachment Commander

The Ontario Provincial Police Detachment Commander is responsible for:

- (a) Depending on the nature of the emergency, activating the emergency notification system through the CEMC or CEMC Alternate;
- (b) Notifying necessary emergency and community services, as required;
- (c) Establishing a site command post with communications to the EOC;
- (d) Depending on the nature of the emergency, assigning the Emergency Site Manager and informing the MECG;
- (e) Establishing an ongoing communications link with the senior police official at the scene of the emergency;
- (f) Depending on the nature of the emergency, establishing the inner perimeter within the emergency area;
- (g) Depending on the nature of the emergency, establishing the outer perimeter in the vicinity of the emergency to facilitate the movement of emergency vehicles and restrict access to all but essential emergency personnel;

- (h) Providing traffic control staff to facilitate the movement of emergency vehicles;
- (i) Depending on the nature of the emergency, alerting persons endangered by the emergency and coordinating evacuation procedures;
- (j) Opening evacuee centres in collaboration with the Social Services Representative;
- (k) Ensuring liaison with the Social Service Officer regarding the establishment and operation of evacuation and reception centres;
- (l) Ensuring the protection of life and property and the provision of law and order.
- (m) Providing for police services in the EOC, evacuee centres, morgues, and other facilities, as required.
- (n) Notifying the coroner of fatalities.
- (j) Ensuring liaison with other community, provincial and federal police agencies, as required.
- (k) Providing an Emergency Site Manager, if required.
- (l) Maintain a personal log of all actions taken.

7. Director of Public Works

The Director of Public Works is responsible for:

- (a) Providing the MCEG with information and advice on engineering and public works matters;
- (b) Depending on the nature of the emergency, activating the emergency notification system through the CEMC or CEMC Alternate;
- (c) Depending on the nature of the emergency, assigning the Emergency Site Manager and informing the MCEG;
- (d) Establishing an ongoing communications link with the senior Public Work's official at the scene of the emergency;
- (e) Ensuring liaison with the public works representative from the neighbouring community(s) to ensure a coordinated response;
- (f) Ensuring provision of engineering assistance;
- (g) Ensuring construction, maintenance and repair of city roads;
- (h) Providing equipment for emergency pumping operations;
- (i) Ensuring liaison with the Fire Chief concerning emergency water supplies for firefighting purposes;

- (j) Providing emergency potable water, supplies and sanitation facilities to the requirements of the Medical Officer of Health;
- (k) Discontinuing any public works service to any resident, as required, and restoring these services when appropriate;
- (l) Ensuring liaison with public utilities to disconnect any service representing a hazard and/or to arrange for the provision of alternate services or functions;
- (m) Providing public works vehicles and equipment as required by any other emergency services;
- (n) Maintain a personal log of all actions taken.

8. Medical Officer of Health

The Medical Officer of Health is responsible for:

- (a) Liaison with all members of the MCEG on areas of mutual concern;
- (b) Depending on the nature of the emergency, activating the emergency notification system through the CEMC or CEMC Alternate;
- (c) Ensuring the hospitals and access centers are informed as appropriate in order for these organizations to implement their Emergency Plans as necessary;
- (d) Liaison with the Ontario Ministry of Health and Long Term Care – Public Health Branch;
- (e) Coordinating the response to disease related emergencies or anticipated emergencies such as epidemics according to Ministry of Health policies;
- (f) Depending on the nature of the emergency, assigning the Site Manager and informing the MCEG;
- (g) Establishing an ongoing communications link with the senior health official at the scene of the emergency;
- (h) Providing advice and instruction on any matters which may adversely affect the health of the public;
- (i) Liaison with voluntary and private agencies as required for augmenting and coordinating the public health resources;
- (j) Providing authoritative instructions on health and safety matters to the public through the Emergency Information Officer;
- (k) Ensure coordination of all efforts to prevent and control the spread of disease during an emergency;

- (l) Monitor water supplies, including the approval of sources, advice on treatment methods, monitoring to prevent pollution of selected sources and sampling of the distribution system;
- (m) Monitor waste disposal including advice on the disposal of all sanitary waste, body waste and garbage including the disposal of liquid waste. The Health Unit can approve methods and sites for sewage disposal during emergency situations;
- (n) Liaise with other health related services, as required on medical/health matters;
- (o) Monitor food sanitation including ensuring the sanitary control of food supplies at the point of supply, during distribution, packaging and processing, providing advice on potentially unsafe or contaminated foods and providing advice on mass feeding including storage, food handling, personal hygiene and refuse disposal; and
- (p) In the event of mass casualties, the Health Unit will monitor the situation to ensure early and sanitary disposition of human remains in order to minimize the spread of disease.
- (q) Liaison with Senior Ontario Works Officers on areas of mutual concern regarding health services in evacuee centers;
- (r) Liaison with Senior Public Works Officer regarding the need for potable water and sanitation facilities;
- (s) Ensuring public health inspection of emergency sites, where necessary, and evacuee centers to ensure safe water, safe food, and the control and prevention of health hazards;
- (t) Liaison with the Regional Coroner and coordinate resource support as needed;
- (u) Continuing delivery of mandated public health programs and services to ensure continuity of care and general public health protection as resources permit;
- (v) Maintain a personal log of all actions taken.

9. Social Services Representative

The Social Services Representative is responsible for:

General

- (a) The DTSSAB CEMC/CEMC Alternate (or designate) will participate as a member of the MCEG and attend at the EOC once activated;

- (b) Coordinate response with appropriate members of the MECG and/or support and advisory groups on required logistics, supplies, and/or advice;
- (c) Liaison with the Ministry of Community & Social Services (MCSS), Ministry of Children's Services (MOC), Ministry of Municipal Affairs & Housing (MMAH) and the Ministry of Health (MOH) as required;
- (d) Continued delivery of mandated DTSSAB programs and services;
- (e) Activation of the DTSSAB's Emergency Response & Business Continuity Plans as appropriate.
- (f) Maintain a personal log of all actions taken.

10. Emergency Medical Services

The Emergency Medical Services is responsible for:

- (a) Ensuring emergency medical services are present at the emergency site;
- (b) Depending on the nature of the emergency, assigning a representative to be present at the emergency site(s) and communicating such with the MECG;
- (c) Establishing an ongoing communications link with the designated senior EMS official at the emergency site(s);
- (d) Advising the MECG if other or additional means of transportation is required for the evacuation of victims;
- (e) Enacting mutual aid protocols with other EMS providers as required and appropriate;
- (f) Ensuring for the basic first aid at evacuation centre(s);
- (g) Liaison with the Ministry of Health CACC, receiving hospitals and Medical Officer of Health as required;
- (h) Maintain detailed documentation on decisions made, actions taken and expenses incurred;
- (i) Assist with the recovery process and the restoration services as soon as deemed appropriate;
- (j) Preparing and submitting a final report containing a review of the operation of emergency medical services including recommendations on possible alterations to the Emergency Response Plan;
- (k) Ensuring liaison with the receiving hospitals;
- (l) Ensuring liaison with the Medical Officer of Health, as required;

- (m) Maintain a personal log of all actions taken.

11. Director of Recreation

The Director of Recreation is responsible for:

- (a) Depending on the nature of the emergency, activating the emergency notification system through the CEMC or CEMC Alternate;
- (b) Calling out additional city staff to provide assistance, as required;
- (c) Ensuring liaison with representatives from the neighbouring community(s) to ensure a coordinated response for potential use of alternate facilities;
- (d) Providing overall direction for emergency evacuation centres;
- (e) Supervising the Evacuation Coordinator;
- (f) Notifying necessary emergency and community services, as required, and ensuring liaison with community support agencies as directed by the MCEG (e.g. Canadian Red Cross);
- (g) Providing vehicles and equipment as may be required;
- (h) Coordinating the use of municipal facilities as may be required by the MCEG.
- (i) Maintain a personal log of all actions taken.

12. Director of Corporate Services / Human Resources

The Director of Corporate Services / Human Resources is responsible for:

- (a) Coordinating and processing requests for human resources;
- (b) Coordinating offers of, and appeals for, volunteers with the support of the MCEG;
- (c) Selecting the most appropriate site/s for the registration of human resources;
- (d) Ensuring records of human resources and administrative detail, that may involve financial liability, are completed;
- (e) Ensuring that a Volunteer Registration Form is completed, when volunteers are involved and a copy of the form is retained for city records;
- (f) Ensuring identification cards are issued to volunteers and temporary employees, where practical;

- (g) Arranging for transportation of human resources to and from site/s;
- (h) Obtaining assistance, if necessary, from Services Canada, as well as other government departments, public and private agencies and volunteer groups;
- (i) Maintain a personal log of all actions taken.

5.2 Support and Advisory Staff Responsibilities

1. Superintendent of Community Programs/Evacuation Coordinator

The Superintendent of Community Programs shall act as the Evacuation Coordinator and is responsible for:

- (a) Under the direction of the Director of Recreation, activating the Municipalities Emergency Evacuation Plan ensuring liaison with the Social Services Representative, and other emergency support agencies as directed by the MECG (e.g. Canadian Red Cross);
- (b) Coordination and communication of all emergency evacuation procedures so that in the event of an emergency all personnel are aware of the emergency evacuation procedures.
- (c) For the coordination of designated shelters and registration for pets;
- (d) Making arrangements for meals for the staff and registered volunteers at the EOC;
- (e) Ensuring that a representative of the District School Board Ontario Northeast and the Conseil scolaire catholique de district des Grandes-Rivières are notified of the facilities that are required as evacuee centre(s). Ensure that staff/volunteers at the school facilities take direction from the Board representative(s) with respect to its/their maintenance, use and operation;
- (f) Support the overall response with agencies (Canadian Red Cross, Salvation Army, Service Clubs etc.) that are/or may be involved in providing support to evacuees, victims, and volunteers;
- (g) Maintaining detailed documentation on decisions made, actions taken and expenses incurred;
- (h) Assisting with the recovery process and the restoration services as soon as deemed appropriate;
- (i) Preparing and submitting a final report containing a review of the operation of evacuation centre's including recommendations on possible alterations to the Emergency Response Plan.
- (j) Maintain a personal log of all actions taken.

2. Treasurer

The Treasurer is responsible for:

- (a) Providing information and advice on financial matters as they relate to the emergency;
- (b) Ensuring liaison, if necessary, with the Treasurers/Directors of Finance of neighbouring communities;
- (c) Ensuring that records of expenses are maintained for future claim purposes;
- (d) Ensuring the prompt payment and settlement of all legitimate invoices and claims incurred during an emergency.
- (e) Maintain a personal log of all actions taken.

3. Executive/Administrative Assistants

The Executive/Administrative Assistants is responsible for:

- (a) Assisting the City Manager as required;
- (b) Ensuring all important decisions made and actions taken by the MEEG are recorded;
- (c) Ensuring that maps and status boards are kept up to date;
- (d) Providing a process for registering MEEG members and maintaining a MEEG member list;
- (e) Notifying the required support and advisory staff of the emergency, and the location of the Emergency Operations Centre;
- (f) Initiating the opening, operation and staffing of the switchboard at the community offices, as the situation dictates, and ensuring operators are informed of MEEG members' telephone numbers in the EOC;
- (g) Arranging for printing of material, as required;
- (h) Coordinating for the provision of clerical staff to assist in the Emergency Operations Centre, as required;
- (i) Upon direction by the Mayor, ensuring that all Council are advised of the declaration and termination of declaration of the emergency;
- (j) Upon direction by the Mayor, arranging special meetings of Council, as required, and advising members of Council of the time, date, and location of the meetings;
- (k) Procuring staff to assist, as required;
- (l) Maintain a personal log of all actions taken.

4. Legal Services Representative

The Legal Services Representative is responsible for:

- (a) Providing advice to any member of the Municipal Emergency Control Group on matters of a legal nature as they may apply to the actions of the City of Temiskaming Shores in its response to the emergency, as requested;
- (b) Maintain a personal log of all actions taken.

5. Purchasing Agent

The Purchasing Agent is responsible for:

- (a) Providing and securing of equipment and supplies not owned by the City of Temiskaming Shores;
- (b) Ensuring liaison with purchasing agents of the neighbouring communities, if necessary;
- (c) Maintaining and updating a list of all vendors (including 24-hour contact numbers) who may be required to provide supplies and equipment;
- (d) Maintain a personal log of all actions taken.

6. Other Agencies

In an emergency, many agencies may be required to work with the Municipal Emergency Control Group such as Office of the Fire Marshal and Emergency Management, Canadian Red Cross, Victim Services of Temiskaming & District, industry, volunteer groups, conservation authorities, and provincial ministries.

7. District School Boards

The District School Boards are responsible for:

- (a) Providing any school (as appropriate and available) for use as an evacuation or reception centre and a representative(s) to coordinate the maintenance, use and operation of the facilities being utilized as evacuation or reception centres;

- (b) Ensuring liaison with the municipality as to protective actions to the schools (i.e. implementing school stay in place procedure and implementing the school evacuation procedure);

8. Timiskaming District Hospital CEO or Designate

The Timiskaming District Hospital CEO is responsible for:

- (a) Implementing the hospital emergency plan;
- (b) Ensuring liaison with the Medical Officer of Health and local ambulance representatives with respect to hospital and medical matters, as required;
- (c) Evaluating requests for the provision of medical site teams/medical triage teams;
- (d) Ensuring liaison with the Ministry of Health and Long Term Care, as appropriate.

9. Technical Communications Officer

The Technical Communications Officer reports to the Community Emergency Management Coordinator and is responsible for:

- (a) Activating the emergency notification system of the local amateur radio operators group, as required;
- (b) Initiating the necessary action to ensure the telephone systems at the community offices function as effectively as possible, as the situation dictates;
- (c) Ensuring that the emergency communications centre is properly equipped and staffed, and working to correct any problems which may arise;
- (d) Maintaining an inventory of municipal and private sector communications equipment and facilities within the municipality, which could, in an emergency, be used to augment existing communication systems;
- (e) Making arrangements to acquire additional communications resources during an emergency.

5.3 Relationship between MCEG and Emergency Site Manager (ESM)

Depending on the nature of the emergency, and once the MCEG has been assigned, the MCEG relationship with the ESM is to offer support with equipment, staff and other resources, as required. The MCEG will also ensure that the rest of the community maintains municipal services.

5.4 Relationship between ESM and Command and Control Structures of Emergency Responders

The senior representative for each emergency responder (police, fire, EMS) at the site will consult with the Emergency Site Manager, so as to offer a coordinated and effective response. Regular briefings will be held at the site and chaired by the ESM, so as to establish the manner and process by which response to the emergency will be provided.

5.5 Recovery / Restoration Procedures

The recovery phase will begin after the emergency is stabilized. It may take many years for the community to fully recover from the emergency.

If an evacuation has been carried out, evacuees will be allowed to return to their homes as soon as possible once it has been determined that it is safe to do so. Damage estimation and compensation will be done cooperatively with the Province according to provincial guidelines. The Treasurer will prepare a submission detailing all extraordinary expenses incurred by the municipality in responding to the emergency. If any municipal employees have been injured while responding to the emergency their injuries will be documented and Workplace Safety and Insurance Board informed. Emergency responders and others may need critical incident stress debriefing, grief counseling, etc.

5.6 Post Incident / Exercise Response Evaluation

As soon as is practical, and following the conclusion of any significant emergency event or exercise, the Community Emergency Management Coordinator may conduct a post-incident or exercise review. Such reviews shall be conducted in the form of a meeting or by requesting written inputs from participating departments or agencies regarding problems observed and recommendations for improvements in the Emergency Response Plan, procedures, or training.

The Lead Response Agency (the agency that has the greatest involvement in an incident) may conduct a review of operational activities during an emergency incident or exercise, either as part of a larger overall review or on an individual basis. Reviews may take the form of a meeting or written inputs from member

agencies. Participating agencies are expected to provide written or oral comments and recommendations. These will be consolidated into a summary and provided to the Fire Chief and the Community Emergency Management Coordinator for review and possible revision to the Emergency Response Plan.

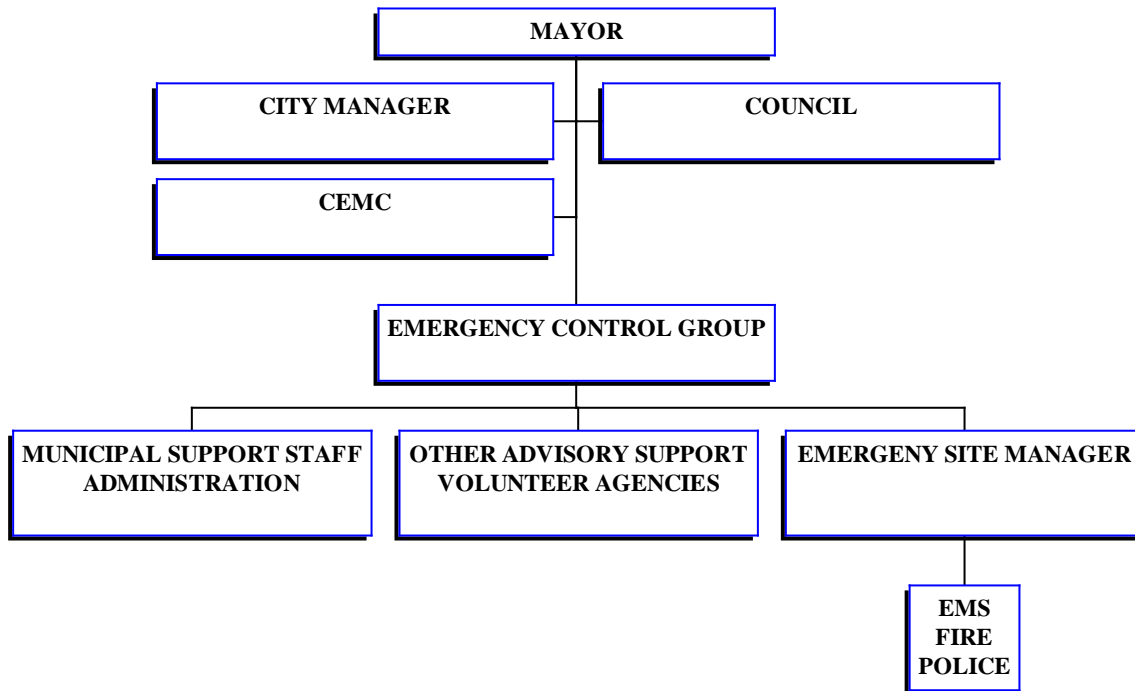
5.7 Plan Maintenance and Revision

This plan will be reviewed annually, and where necessary, revised by a meeting(s) of the Emergency Management Program Committee.

Each time this plan is revised, it must be forwarded to Council for approval. However revisions to the Appendix can be made without resubmitting the plan to Council each time. Council and all other holders of the plan will be notified of any changes.

It is the responsibility of each person, agency, service or department named within this emergency plan to notify the Community Emergency Management Coordinator, of any revisions.

5.8 City of Temiskaming Shores – Emergency Management Organizational Chart



Section Six

6.1 Mutual Aid and Mutual Assistance

The Temiskaming Shores Fire Department participates in a mutual aid agreement with the fire services of all participating municipalities within the Temiskaming District to provide mutual aid for fire suppression, spills, and medical assistance calls. This agreement may be activated by the Fire Chief of the Temiskaming Shores Fire Department at any time without the need to activate the Control Group or implement the City of Temiskaming Shores Emergency Response Plan. The Fire Chief will include in the annual report to Council details of all activations made under this agreement during the subject calendar year.

Annex A – Emergency Public Information Plan

General

Upon implementation of this emergency plan, provision will be made to coordinate the release of accurate information to the news media, issue authoritative instructions to the public, and respond to or redirect individual requests for, or reports on, information concerning any aspects of the emergency. These duties will be the responsibility of the Emergency Information Coordinator.

In order to fulfill these functions it will be necessary to establish Information Centre(s). In addition the following positions may be required:

- (a) An On-scene Spokesperson;
- (b) An Inquiry Supervisor.

Responsibilities of Emergency Information Coordinator

The Emergency Information Coordinator is the Municipal Clerk and is responsible for:

- (a) Establishing a communication link with the on-scene Spokesperson, the Citizen Inquiry Supervisor and any other media co-ordinator(s) (i.e. provincial, federal, private industry, etc.) involved in the incident, and ensuring that all information released to the media and public is consistent and accurate;
- (b) Ensuring that an information centre(s) is set up and staffed;
- (c) Providing liaison with the Emergency Control Group to obtain up-to-date information for the media releases, co-ordinate individual interviews and organize press conferences;
- (d) Ensuring that the following are advised of the telephone number of the information centre(s):
 - Media
 - Emergency Control Group
 - Switchboards (City and Emergency Services)
 - On-Scene Spokesperson
 - Police Public Relations Officer
 - Neighboring Municipalities
 - Any other appropriate persons, agencies or businesses.

- (e) Ensuring that media releases are approved by the City Manager and/or Municipal Clerk (in consultation with the Municipal Emergency Control Group) prior to dissemination, and distributing hard copies of media releases to the Information Centre(s), the Municipal Emergency Control Group, Citizen Inquiry Supervisor and other key persons handling inquiries from the media;
- (f) Monitoring news coverage, and correcting any erroneous information;
- (g) Maintaining copies of media released and newspaper articles pertaining to the emergency.

Responsibilities of the On-Scene Spokesperson

The On-Scene Spokesperson will be appointed by the Emergency Information Coordinator, as required and is responsible for:

- (a) Coordinating the On-Scene Information Centre in a safe, appropriate location;
- (b) Ensuring that media arriving at the site, are directed to the On-Scene Information Centre;
- (c) Relaying information, to the media and/or public, as released by the Public Information Coordinator;
- (d) Coordinating on-scene interviews between the emergency services personnel and the media as directed by the Emergency Information Coordinator.

Annex B – Notification of Public

In the event that a municipal emergency has been declared, the citizens of the City of Temiskaming Shores shall be notified in the following manner:

At the direction of the Municipal Emergency Control Group, the Technical Communications Coordinator shall advise the local radio station (CJTT), of the particulars of the emergency along with the recommended actions for the public to take.

The radio station (CJTT) will then transmit this information to the public at frequent intervals and until further advised by the Public Information Co-ordinator.

If the circumstances of the emergency dictate that all citizens be notified immediately, (i.e evacuation is required) the Municipal Emergency Control Group will then order that the Fire Department's sirens be activated for one minute in each 10 minute period which will advise the public to tune to the local radio station (CJTT) for information.

Mutual Aid will be activated putting other departments on standby alert. Church groups and service clubs will be asked to standby.

For this notification system to be effective, it is imperative that the citizens of the City of Temiskaming Shores be advised that upon hearing the Fire Department siren they should immediately tune to the local radio station (CJTT) to receive up-to-date information and advice.

To ensure that all citizens are made aware of this procedure, the notification procedures and other pertinent information may be included with the municipal tax bills on an annual basis.

Annex C – Canadian Red Cross Form of Agreement

Emergency Evacuation Centres

- (a) Overall supervision, coordination and staffing of the operation of all shelters that have been designated and opened by the MEEG;
- (b) For the provision of registration and inquiry services at designated shelters for evacuees, victims, and volunteers;
- (c) To ensure the provision of child care services for children at the evacuation centre(s). Liaise with Police, Fire and Northeastern Ontario Family and Child Services regarding children separated from their families as a result of the emergency;
- (d) Assisting in the distribution of supplies (clothing, food, personal items) where applicable and available for individuals evacuated to emergency centre(s);
- (e) Liaison with the Medical Officer of Health on areas of mutual concern regarding operations in evacuee centre(s);
- (f) Support the overall response with the Evacuation Coordinator and agencies (Salvation Army, Service Clubs etc.) that are/or may be involved in providing support to evacuees, victims, and volunteers;
- (g) Maintaining detailed documentation on decisions made, actions taken and expenses incurred;
- (h) Assisting with the recovery process and the restoration services as soon as deemed appropriate;
- (i) Preparing and submitting a final report containing a review of the operation of evacuation centres including recommendations on possible alterations to the Emergency Response Plan.

The Corporation of the City of Temiskaming Shores
By-law No. 2016-167
Being a by-law to authorize Temporary Road Closures for the
Festival of Lights, Village Noel and the Santa Claus Parade

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 Council considered Memo No. 025-2016-CS and directed staff to prepare the necessary by-law to temporarily close roads for the annual Festival of Lights, Village Noel and the Santa Claus Parade.

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

That the following roads shall be temporarily closed on the date and time specified below for these annual events:

- 1. Festival of Lights – Friday, November 25, 2016 from 6:00 p.m. to 9:00 p.m.**
 - a) Whitewood Avenue from Paget Street to May Street; and
 - b) Armstrong Street from Whitewood Avenue to the bridge Sharpe Street.

- 2. Village Noel – Wednesday, November 23, 2016 from 6:00 p.m. to Sunday, November 27, 2016 at 11:59 a.m.**
 - a) Whitewood Avenue from Paget Street to May Street;
 - b) Armstrong Street from Church Street southerly to the entrance of the Parking Lot behind Tench Insurance;
 - c) Wellington Street from Whitewood Avenue southerly to the entrance of the Parking Lot behind Giant Tiger; and
 - d) Wellington Street from Whitewood Avenue northerly to the entrance of the Parking Lot behind Pizza Pizza.

- 3. Santa Claus Parade – Saturday, November 26, 2016 from 4:30 p.m. to 6:30 p.m.**
 - a) Scott Street from Birch Drive to Whitewood Avenue;
 - b) Whitewood Avenue from Scott Street to Armstrong Street;
 - c) Armstrong Street from Whitewood Avenue to Sharpe Street;

- d) Sharpe Street from Armstrong Street to May Street;
- e) May Street from Sharpe Street to Cedar Street; and
- f) Cedar Street from May Street to Wellington Street.

Read a first, second and third time and finally passed this 1st day of November, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-168

**Being a by-law to enter into an agreement with Her Majesty
the Queen in Right of Ontario as represented by the Ministry
of Natural Resources and Forestry for the acquisition of
Aerial Imagery for the City of Temiskaming Shores**

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

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

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

And whereas Council considered Memo No. 015-2016-CGP at the November 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with the Ministry of Natural Resources and Forestry for the acquisition of Aerial Imagery for the City of Temiskaming Shores for consideration at the November 1, 2016 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Natural Resources and Forestry for the acquisition of Aerial Imagery for the City of Temiskaming Shores, a copy attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 1st day of November, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2015-168

Agreement between

The Corporation of the City of Temiskaming Shores

and

Her Majesty the Queen in Right of Ontario

as represented by the Ministry of Natural Resources and
Forestry for the acquisition of Aerial Imagery for the City of
Temiskaming Shores

Pb Agreement

THIS PARTICIPANT AGREEMENT (the “Participant Agreement”) made in duplicate, is effective as of **September 1, 2016**

BETWEEN:

**Her Majesty the Queen in right of Ontario,
as represented by the Minister of Natural Resources and Forestry**

(hereinafter referred to as the “Ministry”)

AND:

The Corporation of the City of Temiskaming Shores
(referred to as the “Participant”)

WHEREAS in 2011, the Ministry developed its Ontario Imagery Strategy, to help guide the Province and participating organizations towards a predictable refresh cycle for the acquisition of leaf off (spring) imagery, entailing the acquisition, storage and management of high resolution imagery in southern Ontario, (but excluding the Greater Toronto Area), parts of Central Ontario and parts of Northern Ontario (“the Project”), to be implemented through five phases;

AND WHEREAS the participating organizations herein referred to as “the Participants”, including the Ministry and Participant, agreed that the Ministry would assume the role of issuing the procurement for the selection of the supplier for the Project, contract management with such supplier, to act as liaison with the supplier and Participants; and to coordinate the creation and distribution of the deliverables provided by the supplier to the Ministry as licensed products to the Participants, pursuant to their respective participant agreements with the Ministry;

AND WHEREAS the Ministry issued a Request for Proposal (“RFP”) dated November 19, 2012 for the Project; and as a result of such RFP, the Ministry entered into the agreement (“Supplier’s Agreement”) as of March 15, 2013, with Fugro GeoServices, a division of Fugro Canada Corp. (“Supplier”), in which the Supplier agreed to create and provide the Deliverables that include orthophotography and associated products including the Intellectual Property Rights created in the Deliverables, in five phases for the Project;

AND WHEREAS pursuant to the Supplier’s Agreement and for ease of distribution of the Deliverables among the Participants referable to their respective geographic areas, the Ministry shall be the owner and custodian of the Deliverables;

AND WHEREAS the Queen’s Printer for Ontario holds title on behalf of the Crown in right of Ontario to the copyright subsisting in the Deliverables and has delegated to the Ministry its authority to sign the Participant Agreement;

AND WHEREAS this phase of the Project is the fourth phase in respect of the geographic region of central Ontario;

AND WHEREAS the Participant wishes to have use of the Deliverables described herein as the “Licensed Products”, and has agreed to enter into this Participant Agreement;

NOW THEREFORE the Ministry and Participant agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Defined Terms

When used in this Participant Agreement, the following words or expressions have the following meanings:

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

“Claim” means any liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings;

“Deliverables” means everything developed for, or provided to, the Ministry by the Supplier in the course of performing under the Supplier's Agreement for this Phase of the Project or agreed to be provided to the Ministry under the Supplier's Agreement, and includes the Licensed Products;

“Derivative Product” means a digital, GIS compatible, output file created or developed by the Participant or any authorized end user that utilizes the spectral signatures, quality and spatial resolution of any of the Licensed Products to identify, interpret, classify and delineate certain spatial features for the purposes, *inter alia*, of mapping new information, updating current databases, creating map products and publications using the Licensed Products and conducting GIS analysis and modeling for development and creation of other works, but a Derivative Product shall not include any of the pixel values in the original underlying Licensed Product;

“Effective Date of the Licence” means the later of the date on which the Participant's Contribution is paid in full or the date the Licensed Products have been received by the Participant;

“Emergency” means a situation or an impending situation, that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise;

“HST” refers to Ontario's Harmonized Sales Tax;

“Intellectual Property Rights” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“GIS” means “geographic information system”;

“Geospatial Web Service” or **“GWS”** refers to any online resource that can be utilized by user(s) directly, through desktop software, or indirectly, through web-based applications to find, access and sometimes manipulate (collectively referred to as “consume”) data of interest on the web dynamically from a distributed network. By way of description but not to limit the generality of the foregoing, GWS is designed to collect data once and update or edit such data in real time. Geospatial Web Service is tightly-coupled to a geospatial data set; in effect allowing the use of data without requiring a local, physical, copy of the data. For example, with GWS, a map, data or other products can be displayed, used and manipulated in a geospatial environment;

“Licence” means the licence in respect of the Licensed Products granted to the Participant by the Ministry, in accordance with this Participant Agreement;

“Licensed Products” means that portion of the Deliverables that are listed in Schedule 1 referable to the Participant’s geographic area(s) shown on the map attached as Schedule 2, that are to be delivered to the Participant by the Supplier in accordance with the Supplier’s Agreement and to which the Ministry is granting a licence to the Participant, in accordance with this Participant Agreement.

“Ministry Address” and **“Ministry Representative”** mean:

Ministry Representative:

Name: **Steve Gregory**
 Title: **Director**
 Organization: **Ministry of Natural Resources and Forestry
 Corporate Management and Information Division
 Mapping and Information Resources Branch**
 Address: **300 Water Street, Peterborough, ON K9J 8M5**
 Phone: **(705) 755-2204**
 Fax: **(705) 755-2149**
 Email: steve.gregory@ontario.ca

Primary Contact for the Ministry:

Name: **Carol Anne Albertson**
 Title: **Coordinator**
 Organization: **Ministry of Natural Resources and Forestry
 Corporate Management and Information Division
 Mapping and Information Resources Branch**
 Address: **300 Water Street, 2nd Floor N,
 Peterborough, ON K9J 8M5**
 Phone: **(705) 755-2175**
 Fax: **(705) 755-2149**
 Email: carolanne.albertson@ontario.ca

“Participant Address” and **“Participant Representative”** mean:

Participant’s Representative:

Name: **David Treen**
 Title: **Municipal Clerk**
 Organization: **The Corporation of the City of Temiskaming Shores**
 Address: **P.O. Box 2050**
325 Farr Drive
Haileybury, Ontario
P0J 1K0
 Phone: **705-672-3363**
 Fax: **(705) 672-2911**
 Email: dtreen@temiskamingshores.ca

Primary Contact for the Participant:

Name: **Jennifer Pye**
 Title: **Planner**
 Organization: **The Corporation of the City of Temiskaming Shores**
 Address: **P.O. Box 2050**
325 Farr Drive
Haileybury, Ontario
P0J 1K0
 Phone: **705-672-3363 x4105**
 Fax: **(705) 672-2911**
 Email: jpye@temiskamingshores.ca

Address where Licensed Products are to be delivered: (if different from above):

Name: **Jeff Dean**
 Title: **Partner, Client Relations**
 Organization: **CGIS**
 Address: **52 South Street, Perth, ON K7H 2G7**
 Phone: **613-368-4321**
 Email: jgdean@cgis.com

“Participant’s Contribution” means the sum to be paid to the Ministry by the Participant for its use of the Licensed Products, being **\$1,113.78**, and HST, where applicable, in accordance with this Participant Agreement, and is subject to adjustment as provided in section 2.2 and section 2.3;

“Participants” means those organizations, including the Ministry and Participant that has agreed to participate in this Phase. The Participants are listed in Schedule 3;

“Party” means either of the Ministry or the Participant and **“Parties”** means both of them;

“Performance Warranty Expiry Date” is the second anniversary of the date that the Supplier has provided the last Deliverable for this Phase of the Project and is the date by which the performance warranty in the Supplier’s Agreement shall expire for this Phase of the Project;

“Person” if the context allows, includes any individual, person, firm, partnership or corporation, or any combination thereof;

“Phase” means the fourth phase of the Project for the geographic area of central Ontario,

“Project” is comprised of the five (5) phases, for the planning, acquisition and delivery of digital orthophotography and associated deliverables for five respective geographic areas that together encompass all of southern Ontario, excluding the Greater Toronto Area as well as selected areas in central and northern Ontario and includes the creation and distribution of a portion of the Deliverables as licensed products to the Participants, in accordance with the Supplier’s Agreement;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws or regulations, that now or at any time hereafter may be applicable to any of the Participation Agreement, Participant or the Licensed Products or any part of them;

“Queen’s Printer” means the Queen’s Printer for Ontario and any duly authorized representative thereof;

“Supplier” means Fugro GeoServices, a division of Fugro Canada Corp.;

“Supplier’s Agreement” means the agreement made as of March 15, 2013 between the Ministry and the Supplier and includes the RFP through which the Supplier was selected and its proposal; and

“Term” means the period of time set out in section 6.1.

ARTICLE 2 - THE MINISTRY’S ROLES AND RESPONSIBILITIES

2.1 The Ministry’s principal role and responsibilities pertain to:

2.1.1 The Supplier’s Agreement - The Ministry shall, for this Phase of the Project:

- a) use commercially reasonable efforts to require the Supplier to fulfill its obligations under the Supplier’s Agreement, including the Supplier’s obligations to correct errors or omissions in the Licensed Products;
- b) issue a rectification notice to the Supplier, in the event the Ministry receives notification from the Participant that any of the Licensed Products have been inadequately provided by the Supplier or require correction to meet the requirements of the Supplier’s Agreement, provided that the Participant’s notification is received by the Ministry, on or before the Performance Warranty Expiry Date;
- c) carry out its obligations in the Supplier’s Agreement, including any payments to be made to the Supplier, in accordance with the Supplier’s Agreement, provided the Supplier is not in default of the Supplier’s Agreement;

- d) coordinate and be the point of contact on behalf of the Participants with respect to any of the matters that the Supplier has agreed to insure or indemnify in the Supplier's Agreement;
- e) ensure that the liability insurance that the Supplier is to provide in accordance with the Supplier's Agreement includes the Participant as an additional insured for this Phase of the Project;
- f) notify the Participants shortly after the Supplier has provided the last Deliverable for this Phase of the Project and confirm the Performance Warranty Expiry Date;
- g) advise the Participants in the event that the Supplier provides the Ministry with a reporting mechanism for this Phase of the Project that can be accessed by the Participants to monitor the progress of the acquisition, delivery and error correction phases of the Deliverables, and the means by which the Participant may access such reporting mechanism;
- h) forward the Participant's shapefile to the Supplier for the delivery by the Supplier of the Licensed Products to the Participant.
- i) provide the Supplier with the Participant Address for the delivery of the Licensed Products; and
- j) approve the Deliverables.

2.1.2 Coordination with the Participants - The Ministry shall be the coordinator and main point of contact for the Participants and the Supplier for this Phase. In its role of coordinator, the Ministry shall manage the various participation agreements between the Ministry and the respective Participants for this Phase. The Ministry, together with the Queen's Printer shall be the owners of the newly created Intellectual Property Rights in the Deliverables and licensee of the Supplier's Intellectual Property Rights in the Deliverables and shall grant licences to the Participants for the various licenced products through participation agreements, in the form of the Licence included in this Participant Agreement.

2.2 The Ministry shall keep the Participant informed of the progress of the Supplier in its performance and provision of the Deliverables for this Phase, including any delays or issues that would be of concern to the Participant. In particular, the Ministry shall notify the Participant as soon as is practicable of the date of notification by the Supplier to the Ministry that an event of force majeure has continued for a period that affects the ability of the Supplier to acquire the imagery according to the specifications in the Supplier's Agreement; the time frame for continuing with this Phase, as may be agreed to by the Supplier and the Ministry; and in the event that the delay lasts longer than a year, the Ministry shall keep the Participant apprised of any change in the associated rates provided for under the Supplier's Agreement as agreed to by the Supplier and the Ministry, with the Participant's Contribution to be adjusted accordingly.

2.3 The Ministry shall notify the Participant in the event that any of the Participants no longer wishes to participate in this Phase, together with the revised Participant's Contribution, where applicable, recalculated by the Ministry using the same arithmetic formula that the Ministry used to derive the monetary amount of the Participant's Contribution.

- 2.4 Where applicable, the Ministry shall invoice and collect harmonized sales tax (HST) from the Participant for the Participant's Contribution and remit same in accordance with the provisions of the *Excise Tax Act*, R.S.C. 1985, c.E-15, as amended or replaced from time to time.

ARTICLE 3 – THE PARTICIPANT'S ROLES AND RESPONSIBILITIES

3.1 The Participant shall:

- (a) notify the Ministry when it receives the Licensed Products from the Supplier;
- (b) meet its obligations in respect of the Licence, including paying the Ministry the Participant's Contribution and HST, where applicable;
- (c) receive the Licensed Products, as the referable Deliverables are approved by the Ministry, in such format provided in the Supplier's Agreement from the Supplier at the address set out in section 1 in the definition of "Participant Address" where the Licensed Products are to be delivered; and
- (d) notify the Ministry of any error or omission in the Licensed Products as soon as possible after discovery thereof by the Participant and before the Performance Warranty Expiry Date (provided discovery of such error or omission occurs before the Performance Warranty Expiry Date).

- 3.2 The Participant agrees that it shall not have any communications or dealings directly with the Supplier in respect of the Deliverables or any product associated with any of the Deliverables, except for receiving the Licensed Products, as provided under section 3.1.

ARTICLE 4 – THE LICENCE

4.1 Ministry's Warrantees

The Ministry represents and warrants that the Queen's Printer for Ontario holds title on behalf of the Crown in right of Ontario to the copyright subsisting in the Licensed Products and has delegated to the Ministry its authority to sign the Participant Agreement and that the Ministry is properly entitled to grant rights over such Licensed Products.

- 4.2 Upon the Effective Date of the Licence, the Ministry shall grant to the Participant a perpetual, non-exclusive, transferable, royalty free, fully paid, world-wide right and licence to use the Licensed Products, to:

- (a) make and distribute an unlimited number of copies of the Licensed Products, provided that during the two (2) years following the Effective Date of the Licence it may only do so for use internally within the Participant's organization;
- (b) create, develop, produce and distribute Derivative Products, using the Licensed Products;

- (c) where the Participant is an upper-tier municipality, the Participant may sub-license any of the Licensed Products to any lower-tier municipality that forms part of the Participant, (the upper-tier municipality), for municipal purposes (with “upper-tier municipality” and “lower-tier municipality” having their respective meanings, as set out in the *Municipal Act, 2001*, S.O. 2001, c.25, as amended from time to time. Section 4.9 (i) shall not apply to any such sub-licence;
- (d) grant sub-licenses in respect of the Licensed Products, in accordance with section 4.3 of this Agreement;
- (e) to provide, any of the Licensed Products to contracted service supplier(s) for any of the uses described in this section, provided that the Participant takes such steps as are reasonably necessary to ensure that such contracted service suppliers use the Licensed Products only for the purpose of providing the contracted service and upon completion of the contracted service dispose of the Licensed Products either by destroying them or returning them to the Participant. The Participant shall be responsible for ensuring that a contracted service supplier uses and disposes of the Licensed Products in accordance with the terms of this Participation Agreement; and
- (f) provide the Licensed Products where and as required by any Requirements of Law.

- 4.3 The Participant may grant any Person who wishes to obtain Licensed Products from it the right to use the Licensed Products by way of a sub-licence agreement and any such sub-licence agreement shall impose upon those parties the same terms and conditions, in favour of the Ministry as are set out in this Participant Agreement, as may be applicable, which shall in any case include sections 4.6, 4.7, 4.8, 4.9, Article 5, the provision respecting the Ministry’s right to terminate the Licence as provided in section 6.2; and section 6.5.
- 4.4 The Participant shall pay the Participant’s Contribution by cheque payable to the Minister of Finance (Ontario) and delivered to the Primary Contact for the Ministry upon execution of the Agreement and upon receipt of an invoice from the Ministry.
- 4.5 The Participant acknowledges that the Licence does not constitute a transfer or assignment of copyright from the Queen’s Printer of the Licensed Products and the Queen’s Printer retains the copyright in full of the Licensed Products.
- 4.6 The Participant shall not alter or remove any copyright notice or proprietary legend contained in or on the Licensed Products. The Participant agrees that any embodiment of the Licensed Products permitted under this Participant Agreement shall contain the following notice (“Queen’s Printer Notice”): **“INCLUDES MATERIAL © [INSERT YEAR] OF THE QUEEN’S PRINTER FOR ONTARIO. ALL RIGHTS RESERVED.”** The Participant shall also ensure that the terms and conditions of its website include the Queen’s Printer Notice for any Licensed Products (or any embodiment permitted under this Participant Agreement) posted on its website and that any Licensed Products (or any embodiment permitted under this Participant Agreement) posted or transmitted through the internet shall include the Queen’s Printer Notice.

- 4.7 The Crown in right of Ontario has the sole ownership of all of the logos, brands, trade-marks and official marks of the Province of Ontario, (collectively referred to as “Provincial Marks”) and the Participant may not copy, print or display any of the Provincial Marks on any Derivative Product or promotional advertising or use any of the Provincial Marks for any purpose whatsoever, without the express written permission from the Ministry, on behalf of the Crown in right of Ontario.
- 4.8 The Participant shall not state, indicate, or imply that the Participant represents or acts as agent of the Ministry, the Queen’s Printer or Government of Ontario. This restriction shall include, but not be limited to, the use of the name of the “Ministry of Natural Resources and Forestry”, “Minister of Natural Resources and Forestry” or “Queen’s Printer for Ontario”.
- 4.9 The Ministry shall be paying the Supplier for the Deliverables in accordance with the Supplier’s Agreement and relying upon the Participants to pay the Ministry the respective Participants’ contributions in accordance with the respective participant agreements. Therefore, the Participant agrees, that during the two (2) years after the Effective Date of the Licence:
- (i) where it chooses to provide, sell, transfer or sub-license the use of the ortho-rectified imagery tiles of the Licensed Products, it shall do so, (other than when sublicensing pursuant to Section 4.2(d) or Section 4.2(e)), at a cost/sub-licence fee calculated at no less than \$50.00 per orthophotography tile comprising the Licensed Products, unless the Participant has obtained the prior written consent of the Ministry or in the event of an Emergency, where to do so is necessary and appropriate, and upon notice thereof to the Ministry;
 - (ii) it will not provide Geospatial Web Service to any user external to the Participant, that would afford such user with access to the Licenced Products through desktop software or the internet and the capability to consume any of the Licenced Products; and
 - (iii) it shall not acquire any of the Licensed Products or other Deliverables from the Supplier (except as provided in this Participant Agreement) or from another Participant or enter into an agreement with the Supplier or any other Participant for the use of any of the Licensed Products or other Deliverables.

Upon the expiry of the two (2) years after the Effective Date of the Licence, this section 4.9 shall be of no further effect. It is understood and agreed that this section 4.9 shall not apply to any Derivative Product.

- 4.10 All Intellectual Property Rights in the Derivative Products, effected by or for the Participant, shall vest in the Participant or in such Person as the Participant shall decide.

ARTICLE 5 – LIMITATION OF LIABILITY, ETC.

- 5.1 The Participant agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Participant's liabilities under the Participant Agreement and under the general application of law. The Participant shall advise the foregoing individuals and entities of their obligations under the Participant Agreement and shall ensure their compliance with the applicable terms of the Participant Agreement. In addition to any other liabilities of the Participant pursuant to this Participant Agreement or otherwise at law or in equity, the Participant shall be liable for any Claim arising from any breach of this Participant Agreement resulting from the actions of the above mentioned individuals and entities or to the extent that any Claim pertains to the Ministry's Warrantees, as provided in section 4.1.
- 5.2 The Ministry's liability for any Claim arising out of or in connection with this Participant Agreement, whether arising in contract, tort (including negligence and strict liability), breach of warranty or any other legal theory, shall be limited to the amount of the Participant's Contribution paid to the Ministry by the Participant. Further, the Participant expressly waives as against the Ministry and Queen's Printer any Claim in respect of implied warranties or conditions of merchantable quality and fitness for a particular purpose of the Licensed Products and those arising by statute or otherwise in law or from course of dealing or usage of trade.
- 5.3 The Participant agrees that the Ministry, including the Minister and the Queen's Printer, any of their appointees, employees, agents, representatives and contractors, shall not be responsible to any third party for any and all Claims arising out of the Participant's (or that of its sub-licensee(s)) possession, use, disclosure or publication of the Licensed Products or Derivative Products or out of a breach of any term of this Participant Agreement by the Participant.
- 5.4 The Participant shall indemnify the Ministry and Queen's Printer, any of their appointees, employees, agents and contractors from all Claims against the Ministry and Queen's Printer, any of their appointees, employees, agents of contractors arising out of the possession or use of the Licensed Products and Derivative Products by either the Participant or any sub-licensee of the Participant, save and to the extent that any such Claim has arisen or been contributed by the negligence or gross misconduct of the Supplier or the Ministry.
- 5.5 Neither Party shall be liable for any indirect damages, including lost profits or lost opportunity costs, suffered by the other Party with respect to any Claim arising out of or in connection with this Participant Agreement, including any Claim referred to in section 5.2, section 5.3 and section 5.4.
- 5.6 Notwithstanding anything else in this Participant Agreement to the contrary, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Ministry, whether at the time of execution of this Participant Agreement or at any time during the Term, shall be void and of no legal effect.

- 5.7 The limitations, exclusions and disclaimers expressed in this Article 5 or elsewhere in this Participant Agreement shall apply irrespective of the nature of any Claim, including but not limited to breach of contract, negligence, strict liability, tort or any other theory of law, and irrespective of whether such Claim relates to loss of rights, loss of or damage to property, injury or death, and shall survive any fundamental breach and any termination or expiration of this Participant Agreement.

ARTICLE 6 – TERM AND TERMINATION

6.1 Term

This Participant Agreement is in effect from the date first written above and shall expire on the date that is three (3) years thereafter unless and until it is terminated in accordance with this Article.

6.2 Termination for Cause

Either Party may immediately terminate the Participant Agreement upon notice to the other Party, where the other Party's acts or omissions constitute a material breach of its obligations under this Participant Agreement, and such breach is not remedied within seven (7) days following written notice received from the non-breaching Party.

- 6.2.1 In addition to the foregoing, the Ministry may immediately terminate the Participant Agreement, upon written notice to the Participant, in the event:

- (a) the Participant is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Participant's insolvency;
- (b) the Participant undergoes a change in control that adversely affects the Participant's ability to satisfy some or all of its obligations under this Participant Agreement;
- (c) the Participant assigns this Participant Agreement without first obtaining the written approval of the Ministry;
- (d) any information appearing in the Derivative Products in which the Licensed Products are reproduced in whole or in part is objectionable to the Ministry, acting reasonably and the Participant has had an opportunity to remove or alter such information but has failed to do so within seven (7) days of having been provided with a written notice from the Ministry, that set out which information is objectionable; or
- (e) the business practices of the Participant or the Derivative Products in which the Licensed Products are reproduced in whole or in part jeopardize or cause loss of respect to the Ministry and/or the other Participants.

6.3 Termination for Convenience

Either Party may terminate this Participant Agreement at any time upon one hundred and twenty (120) days' prior notice to the other Party.

6.4 Termination by Ministry

In addition to the provisions of section 6.3, the Ministry may terminate the Participant Agreement, upon written notice to the Participant, in the event that the Supplier's Agreement is terminated or the work required of the Supplier for this Phase of the Project is terminated by the Ministry.

6.5 Termination of Licence

Upon termination of this Participant Agreement by reason that the Participant is in material breach of its obligations hereunder and such breach has not been remedied within seven (7) days following written notice from the Ministry or any other event listed in section 6.2.1, the Licence shall also terminate. The Participant shall immediately cease using any of the Licensed Products; it shall use commercially reasonable efforts to delete and/or destroy all Licensed Products and shall provide the Ministry with written confirmation thereof.

6.6 No Reimbursement for the Participant's Contribution in the event of Termination

In the event of termination of this Participation Agreement for any reason, the Ministry shall not be required to reimburse the Participant's Contribution, or part thereof to the Participant.

ARTICLE 7 – General

7.1 Each Party represents and warrants that it has the full right and power to enter into this Participant Agreement and there is no agreement with any other Person which would in any way interfere with the rights of the other Party under this Participant Agreement.

7.2 The Parties represent that their respective representatives have the authority to legally bind them to the extent permissible by law. The Parties may designate a different representative by providing notice in writing in accordance with the terms of this Participant Agreement.

The Primary Contact of each Party shall be responsible for administrative and/or technical matters as between the Parties that are associated with the Participation Agreement and/or including arranging meetings between the Parties and sending/receiving invoices and payments.

7.3 Any failure by a Party to insist in one or more instances upon strict performance by the other Party of any of the terms or conditions of this Participant Agreement shall not be construed as a waiver by the Party of its right to require strict performance of any such terms or conditions, and the obligations of the Participant with respect to such performance shall continue in full force and effect.

7.4 This Participant Agreement embodies the entire agreement between the Parties and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution of this Participant Agreement.

7.5 If any term or condition of this Participant Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of this Participant Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

- 7.6 The headings in this Participant Agreement are for convenience of reference only and in no manner modify, interpret or construe this Participant Agreement.
- 7.7 Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Participant Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Participant Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services or lack of money or ability to pay any amounts owing under the Participant Agreement. If a Party seeks to excuse itself from its obligations under this Participant Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.
- 7.8 Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, email or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Participant Address to the attention of the Participant Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) Business Day after such notice is received by the Party to whom such notice is given. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.
- 7.9 Any changes to this Participant Agreement shall be by written amendment signed by the Ministry and Participant. No changes shall be effective or shall be carried out in the absence of such an amendment.
- 7.10 All sections intended to survive, including without limitation Article 4.0, shall survive the expiry or termination of this Participant Agreement.
- 7.11 This Participant Agreement shall enure to the benefit of and be binding upon the Parties and their successors, executors, administrators and their permitted assigns.
- 7.12 This Participant Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 7.13 This Participant Agreement may be executed in counterparts, including facsimile or "pdf" counterparts (all of which shall together constitute one and the same agreement).

IN WITNESS WHEREOF the Parties have executed this Participant Agreement effective as of the date first above written.

**Her Majesty the Queen in right of Ontario as represented by
the Minister of Natural Resources and Forestry**

Name: Steve Gregory
Title: Director, Mapping and Information Resources Branch

The Corporation of the City of Temiskaming Shores

Signature
Name: David Treen
Title: Municipal Clerk
I/we have authority to bind the Participant

SCHEDULE 1 – LICENSED PRODUCTS

Licensed Products/Deliverables – Subset listing

NOTE: The following Licensed Products will be provided to the Participant on appropriate media directly from the Supplier. Additional Licensed Products that are not included in this Subset of Deliverables, such as the stereo data, may be requested at a later date by contacting the Primary Contact for the Ministry.

All georeferenced Licensed Products will be delivered using the Coordinate System: UTM17 NAD83CSRS_CGVD28-1978_CGG2000_HT2_meters

1. Project Level Data
 - a. Flight_Lines
 - i. Shapefiles with flight lines and way points
 - ii. Includes acquisition dates of when the imagery was acquired.
 - b. Metadata
 - i. Metadata that includes details about the project and data in .html format.
 - ii. Readme Files: .txt format describing products
 - c. COOP2016_Participant_Tile_Index
 - i. Shapefile containing the tiles selected of the area(s) of interest for an organization and will be used to “clip” a subset
 - ii. Defines the geographic extent for each delivery/organization
 - iii. Provided directly to Fugro by MNRF, as determined with each participating organization
2. COOP2016_20cm_8BIT_Orthophotography
 - a. All tiles will be labelled/named with the following convention/scheme: (Sample tile label: *1km173000487202016COOP.tiff*) --- where:
 - i. *1km* – tile extent (1km x 1km)
 - ii. *17* – UTM zone that the imagery is located/projected in
 - iii. *3000* – truncated easting value of the lower left corner of the tile
 - iv. *48720* – truncated northing value of the lower left corner of the tile
 - v. *2016* – year of acquisition of the imagery
 - vi. *COOP* – Project name or identifier
 - vii. *.tiff* – file format (TIFF or JP2)
 - viii. *NOTE:* other associated image related files, such as world files etc. will be included, where applicable

b. GEOTIFF

- i. Full resolution (20cm) RGBNiR geotiff tiles matching organizational area(s) of interest tile index
- ii. Images provided in 1 km x 1km tiles as per prescribed naming conventions.
- iii. Separated by UTM zone, where applicable

c. JPEG2000

- i. Compressed (10 to 1) RGBNiR Jpeg2000 tiles matching organizational area(s) of interest tile index
- ii. Images provided in 1 km x 1km tiles as per prescribed naming conventions.
- iii. Separated by UTM zone, where applicable

SCHEDULE 2 - MAP DEPICTING THE GEOGRAPHIC AREA(S) OF THE PARTICIPANT

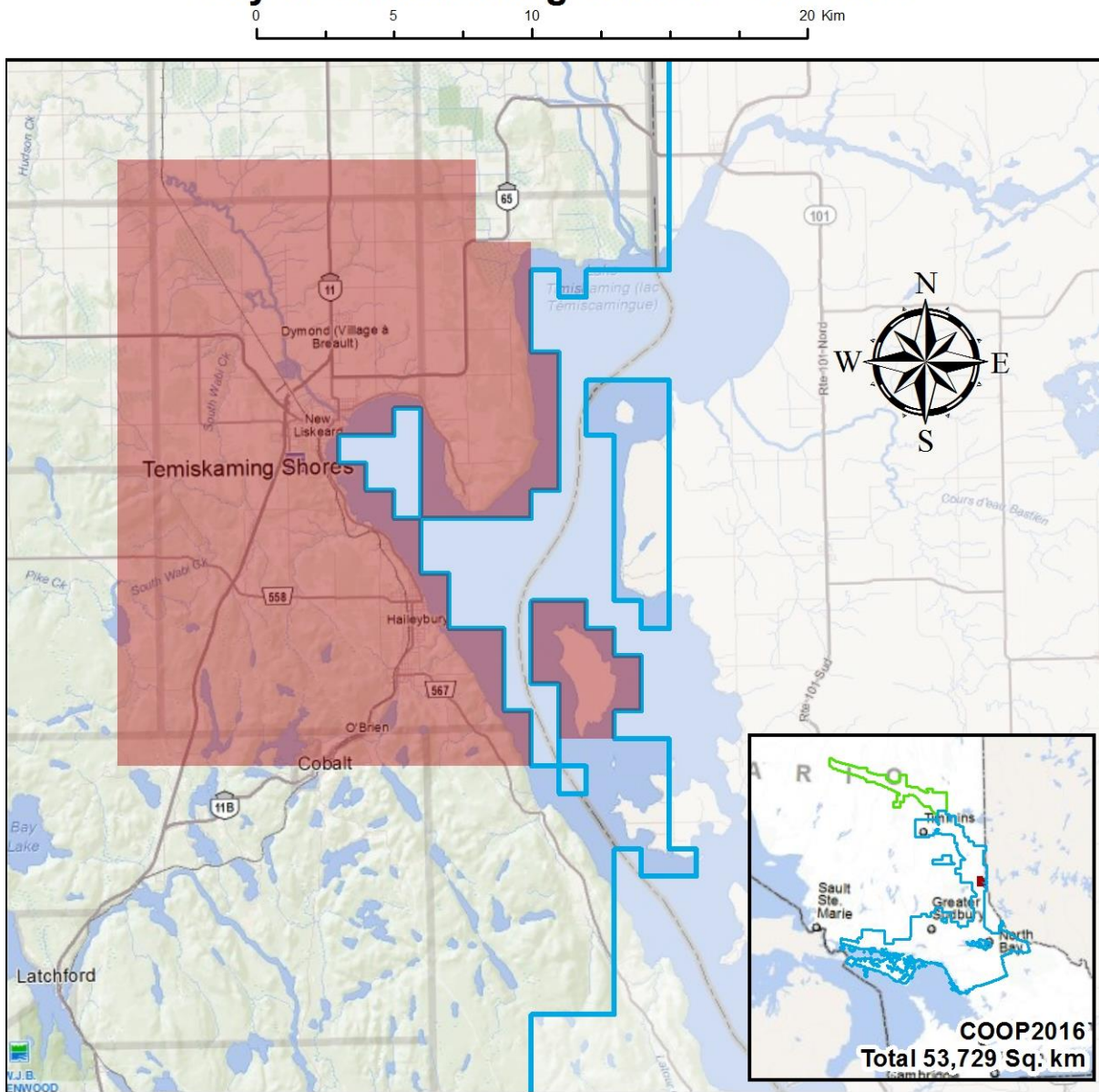
All products to be delivered in UTM Zone 17 georeferenced coordinate system

Total # sq. km. (tiles) = 319

Cost per sq. km. (tile) = \$3.49

Total Cost: \$1,113.78

Central Ontario Orthophotography Project 2016 City of Timiskaming Shores - 319 Tiles



SCHEDULE 3 – LIST OF PARTICIPANTS

(NOTE: Participant List is subject to change after Agreement is finalized – contact the Ministry Primary Contact for clarification, if required)

Sector/Organizations

Municipal Associations/Planning Boards (3)

- Municipalities – Sub-licensees:
 - Town of Espanola
 - The Corporation of the Township of Baldwin
 - Township of Sables-Spanish Rivers
 - Township of Nairn and Hyman
- Sudbury East Planning Board
 - Sudbury East Planning Board
 - Municipality of French River
 - Municipality of Killarney
 - Municipality of Markstay Warren
 - Municipality of St. Charles
- Manitoulin Planning Board
 - Municipalities (9)
 - Township of Assiginack
 - Town of Northeastern Manitoulin and the Islands
 - Town of Gore Bay
 - Township of Tehkummah
 - Municipality of Central Manitoulin
 - Municipality of Billings/Allan East
 - Municipality of Gordon/Barrie Island
 - Municipality of Burpee-Mills
 - Township of Cockburn Island
 - Unorganized Territories (2)
 - Township of Dawson
 - Township of Robinson

Federal (3)

- Aboriginal Affairs and Northern Development Canada
- Environment Canada - CWS
- Natural Resources Canada - Ontario Region

First Nations (4)

- United Chiefs and Councils of Mnidoo Mnising (UCCM)
- Wiikwemkoong Unceded Territory
- Sagamok Anishnawbek First Nation
- Whitefish River First Nation
- Waabnoong Bemjiwang Association of First Nations - Tribal Council

Municipal (17)

- The Corporation of the Town of Cochrane
- The Corporation of the Town of Iroquois Falls
- Corporation of the Town of Kirkland Lake
- The Corporation of the Township of Black River - Matheson
- The Corporation of the Township of Matachewan
- The Corporation of the City of Temiskaming Shores
- The Corporation of the City of Timmins
- The Corporation of the Municipality of Temagami
- City of Greater Sudbury
- The Corporation of the City of North Bay
- The Corporation of the Municipality of Huron Shores
- Township of the North Shore
- The Corporation of the Township of Larder Lake
- City of Elliot Lake
- Municipality of West Nipissing
- The Corporation of the Town of Blind River
- The Corporation of the Township of The Archipelago

Non-Government Organizations/Agencies/Commissions (2)

- Blue Sky Economic Growth Corporation
 - Municipalities- sub-licensees:
 - Municipality of Callendar
 - Municipality of East Ferris
 - Municipality of Magnetawan
 - Municipality of Powassan
 - Town of Kearney
 - Town of Mattawa
 - Township of Armour
 - Township of Bonfield
 - Township of Calvin
 - Township of Chisholm
 - Township of Machar
 - Township of Papineau-Cameron
 - Township of Ryerson
 - Township of Strong
 - Village of Burks Falls
 - Village of South River
 - Village of Sundridge
- North Eastern Ontario Communications Network Inc.
 - Municipalities- sub-licensees:
 - Town of Latchford
 - Township of Armstrong
 - Township of Brethour
 - Township of Casey
 - Township of Chamberlain
 - Township of Charlton and Dack
 - Township of Coleman

- Township of Ewanturel
- Township of Harley
- Township of Harris
- Township of Hilliard
- Township of Hudson
- Township of James
- Township of Kerns
- Township of McGarry
- Village of Thornloe
- Town of Hearst
- Town of Kapuskasing
- Municipality of Mattice –Val Cote
- Municipality of Moonbeam
- Municipality of Opasatika
- Township of Val Rita-Harty
- Township of Fauquier-Strickland

Private Sector (10)

- Union Gas Limited
- Hydro One Networks, Inc
- Tembec Inc.
- North Bay Hydro Distribution Ltd.
- Fri Ecological Services
- BlueMetric
- Ontario Northland
- Sani – International Technology Advisors Inc.
- Northway/Photomap/Remote Sensing Ltd
- Ontario Power Generation, Real Estate Services

Conservation Authorities/NGO's (4)

- North Bay-Mattawa Conservation Authority
 - Conservation Sudbury
 - Manitoulin Streams
1. Nature Conservancy of Canada Ontario Region

The Corporation of the City of Temiskaming Shores

By-law No. 2016-169

**Being a by-law to authorize the entering into a Lease
Agreement with Dr. Nichole Currie for the rental of space
at the Haileybury Medical Centre**

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

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

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

Whereas Council considered Administrative Report CS-017-2016 at the November 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year lease agreement with Doctor Nichole Currie for the rental of 542 square feet of office space at the Haileybury Medical Center – upper level, effective January 1, 2017 until December 31, 2019 at a rate of \$13.17 per square foot and to apply a Consumer Price Index (CPI) increase annually for the term of the lease for consideration at the November 1, 2016 Regular Council meeting;

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

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

Read a first, second and third time and finally passed this 1st day of November, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to
By-law No. 2016-169
Agreement between
The Corporation of the City of Temiskaming Shores
and
Dr. Nichole Currie
for the rental of space at the
Haileybury Medical Center

Lease Agreement

between:

The Corporation of the City of Temiskaming Shores

and:

Dr. Nichole Currie

Lease

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

This Lease made this 1st day of November, 2016.

Between:

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

And:

Dr. Nichole Currie
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the **upper level** in the Landlord's Building containing a rentable area of Five Hundred and Forty-Two square feet (542 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

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

3. Term

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

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Five Hundred and Ninety Four Dollars and Eighty Four Cents (\$591.84)** per month plus HST, which represents a lease rate of \$13.17/ft²/year. Rent will be increased annually for the duration of the term using a Consumer Price Index percentage.

Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

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

to the Tenant, given the private and confidential nature of the profession of the Tenant;

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

6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) Electricity and water** - to pay for the electricity and water supplied to the premises;

- e) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;
- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

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

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and

covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

- h) Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;

i) Right of termination by the Tenant

The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of three months rent in lieu of notice.

j) Right of termination by the Landlord

On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;

- k) Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.

- l) Over-holding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.

- m) Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons,

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

- n) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- o) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Corporate Services, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and

deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. Headings

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

9. Effect of Lease

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

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

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Temiskaming Shores

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

Dr. Nichole Currie

Date

Dr. Nichole Currie

Date

Witness Signature
Print Name: _____

The Corporation of the City of Temiskaming Shores

Bylaw No. 2016-170

A by-law to authorize certain new Capital Works of The Corporation of the City of Temiskaming Shores (the “municipality”); to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for financing such Capital Works; to authorize temporary borrowing from OILC to meet expenditures in connection with such works; and to authorize long term borrowing for such works through the issue of debentures to OILC

Whereas the *Municipal Act, 2001* (Ontario), as amended, (the “**Act**”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And whereas it is now deemed to be expedient to authorize for the purposes of the Municipality the new capital work(s) described in column (2) of Schedule “A” (individually a “**Capital Work**”, collectively the “**Capital Works**”, as the case may be) attached hereto and forming part of this By-law (“**Schedule “A”**”) in the amount of the respective estimated expenditure set out in column (3) of Schedule “A”, subject in each case to approval by OILC of the financing for such Capital Work(s) that will be requested by the Municipality in the Application as hereinafter defined;

And whereas in accordance with section 4 of Ontario Regulation 403/02 (the “**Regulation**”), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the “**Updated Limit**”), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule “A” (the “**Authorized Expenditure**” for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, (collectively the “**Estimated Annual Amount Payable**”) and determined that the Estimated Annual Amount Payable does not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Ontario Municipal Board pursuant to the Regulation, is not required before any such Capital Work is authorized by the Council of the Municipality;

And whereas subsection 405(1) of the Act provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work;

And whereas subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

And whereas the Act also provides that a municipality shall authorize long term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

And whereas OILC has invited Ontario municipalities desirous of obtaining temporary and long term debt financing in order to meet capital expenditures incurred on or after January 1, 2004 in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application on the form provided by OILC;

And whereas the Municipality has completed and submitted an application to OILC (the "**Application**") to request financing for the Capital Work(s) by way of long term borrowing through the issue of debentures to OILC and by way of temporary borrowing from OILC pending the issue of such debentures;

And whereas OILC has accepted and has approved the Application;

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

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the financing of the Capital Work(s) in the maximum aggregate principal amount of \$4,783,545 substantially in the form of Schedule "B" hereto and forming part of this By-law, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2.
 - (a) The undertaking of the Capital Work or of each Capital Work, as the case may be, in the amount of the respective estimated Authorized Expenditure set out in column (3) of Schedule "A" is hereby approved and authorized;
 - (b) any one or more of the Mayor and the Treasurer are hereby authorized to conclude contracts on behalf of the Municipality for the undertaking of the Capital Work or of each Capital Work, as the case may be, in accordance with the Municipality's usual protocol;
 - (c) where applicable, the Engineer of the Municipality will forthwith make such plans, profiles and specifications and furnish such information as in the opinion of the Engineer are necessary for the undertaking of the Capital Work or of each Capital Work, as the case may be; and
 - (d) where applicable, the undertaking of the Capital Work or of each Capital Work, as the case may be, shall be carried on and executed under the superintendence and according to the direction and orders of such Engineer.
3. The Mayor and the Treasurer are hereby authorized to negotiate and enter into,

execute and deliver for and on behalf of the Municipality a financing agreement (a “**Financing Agreement**”) with OILC that provides for temporary and long term borrowing from OILC in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.

4. The Mayor and/or the Treasurer are hereby authorized, pending the substantial completion the Capital Work or each Capital Work, as the case may be, or as otherwise agreed with OILC, to make temporary borrowings pursuant to section 405 of the Act in respect of the Capital Work or of each Capital Work, as the case may be, on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree, and to sign such evidence of indebtedness as OILC may require (the “**Note**”) and to deliver the Note to OILC, such execution and delivery to be conclusive evidence of such agreement; and the Treasurer is authorized to sign such certifications as OILC may require in connection with such borrowings in respect of the Capital Work(s); provided that the amount of borrowings allocated to the Capital Work or to each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule “A” in respect of such Capital Work.
5. Subject to the terms and conditions of the Financing Agreement and such other terms and conditions as OILC may otherwise require, the Mayor and the Treasurer are hereby authorized to long term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree (the “**Debentures**”); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule “A” in respect of such Capital Work.
6. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Note and/or the Debentures, as the case may be (the “Obligations”), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
7. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under the Note and/or any outstanding Debenture, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.

8. (a) The Mayor and/or the Treasurer are hereby authorized to execute and deliver the Note, the Mayor and the Treasurer are hereby authorized to enter into, execute and deliver the Financing Agreement, and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the Obligations of the Municipality under the Financing Agreement and to execute and deliver the Note and to issue the Debentures, and the Treasurer is authorized to affix the Municipality's municipal seal to any such documents and papers.
- (b) The money realized in respect of the Note and the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to the execution and delivery of the Note and to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
9. This By-law takes effect on the day of passing.

Read a first, second and third time and finally passed this 1st day of November, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A"
to By-Law Number 2016-170
(New Capital Work(s))

(1)	(2)	(3)	(4)
<u>Capital Work Number</u>	<u>Description of Capital Work</u>	<u>Estimated Expenditure</u>	<u>Loan Amount</u>
1	TS Infrastructure Upgrades	\$8,708,720	\$4,364,148
2	NC Water Stabilization	\$2,095,000	\$419,397

Schedule “B”

Please insert the OILC Application into Schedule “B”.

Webloans Loan Application PDF

FA Number 1134

Application for Temiskaming Shores, The Corporation of The City of

Projects

ID	SIT Project ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
125	1	Temiskaming Shores Infrastructure Upgrades Phase 1	11-01-2016	06-29-2018	\$8,708,720.00	4,364,148.00
126	2	North Cobalt Water Stabilization	10-31-2016	06-30-2017	\$2,095,000.00	419,397.00

Details of Project Temiskaming Shores Infrastructure Upgrades Phase 1

Project Category Sewage Treatment Infrastructure

Project Name Temiskaming Shores Infrastructure Upgrades Phase 1

Construction/Purchase Start 2016-11-01

Construction/Purchase End 2018-06-29

Energy Conservation ☐

Project Address 1 783495 Gray Road

Project Address 2

City / Town New Liskeard

Province ON

Postal Code P0J 1P0

Description Necessary sanitary upgrades to allow for commercial/residential development and to address extraneous flow issues.

Comments and/or Special Requests

Project Life Span (Years) 25

Project Financial Information

Project Cost (A) \$8,708,720.00

Other Project Funding / Financing (B):

Description	Timing	Amount
Build Canada Funding	Existing	\$4,200,000.00
OCIF Formula Based Funding	Existing	\$144,572.00

Other Project Funding/Financing Total (B) \$4,344,572.00

OILC Loan Amount (A-B) \$4,364,148.00

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the

project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
2018-06-29	\$4,364,148.00	20	Serial
Long-term Borrowing Total		\$4,364,148.00	

Details of Project North Cobalt Water Stabilization

Project Category	Clean Water Infrastructure
Project Name	North Cobalt Water Stabilization
Construction/Purchase Start	2016-10-31
Construction/Purchase End	2017-06-30
Energy Conservation	<input type="checkbox"/>
Project Address 1	400 Niven Street S
Project Address 2	
City / Town	Haileybury
Province	ON
Postal Code	P0J 1K0
Description	Secondary feeder main to North Cobalt area residents to allow for sufficient quantity and control of water distribution.
Comments and/or Special Requests	
Project Life Span (Years)	50

Project Financial Information

Project Cost (A)	\$2,095,000.00	
Other Project Funding / Financing (B):		
Description	Timing	Amount
OCIF Application Based Funding	Existing	\$1,599,919.00
OCIF Formula Based Funding	Existing	\$75,684.00
Other Project Funding/Financing Total (B)		\$1,675,603.00
OILC Loan Amount (A-B)		\$419,397.00

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
2017-06-30	\$419,397.00	10	Serial
Long-term Borrowing Total		\$419,397.00	

Debt and Re-payments Summary

Has there been any new/undisclosed debt acquired since last FIR was submitted?

☐ Yes ☒ No

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

Non Re-payments of Loans or Debenture

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details.

OILC Loan Repayment Information

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation	0.00
User Fees	100.00
Service Charges	0.00
Development Charges	0.00
Connection Fees	0.00
Repayment Subsidies	0.00
Other	
Total	100.00%

Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below.

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-Law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

☒ I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

Please note: OILC retains the right to request and review any additional information or documents at its discretion.

Confidential Information

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.

The Corporation of the City of Temiskaming Shores

By-law No. 2016-171

**Being a by-law to appoint a Building Inspector for the
City of Temiskaming Shores – David Barton**

Whereas Subsection 3. (2) of the *Building Code Act*, S.O., 1992 Chapter 23, requires the council of each municipality to appoint a chief building official and such inspectors as are necessary for the enforcement of the *Building Code Act* in areas in which the municipality has jurisdiction;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary and expedient to appoint a Building Inspector to enforce the *Building Code Act*, the Regulations and by-laws thereunder;

And whereas Council considered Memo No. 027-2016-CS at the November 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Mr. David Barton as a Building Inspector for consideration at the November 1, 2016 Regular Council meeting;

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

1. That **David Barton** is hereby appointed as a Building Inspector for The Corporation of the City of Temiskaming Shores effective November 2, 2016;
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 after 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 1st day of November, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2016-172

**Being a by-law to appoint a Property Standards Officer for the
purpose of enforcing by-laws related to the Use and
Occupancy of Property within the City of Temiskaming
Shores – Tim Goodyear**

Whereas The City of Temiskaming Shores passed By-law No. 2007-043 under Section 15.1 of the Building Code Act S.O. 1992, c23, as amended prescribing the standards for the maintenance and occupancy of property within the municipality;

And whereas Section 1.1 of the Building Code Act S.O. 1992, c23 as amended defines an “officer” as meaning “a property standards officer who has been assigned the responsibility of administering and enforcing by-laws passed under section 15.1”;

And whereas Council considered Memo No. 027-2016-CS at the November 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Tim Goodyear as a Property Standards Officer;

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

1. That **Tim Goodyear** is hereby appointed as a Property Standards Officer for the purposes of enforcing by-laws passed under Section 15.1 of the Building Code Act S.O. 1992, c23, as amended; and
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 after 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 1st day of November, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores
By-law No. 2016-173
Being a by-law to appoint a Municipal Law Enforcement
Officer – Tim Goodyear

Whereas pursuant to Section 15 (1) of the *Police Services Act*, R.S.O. 1990, as amended, Council of a municipality may appoint persons to enforce the by-laws of the municipality;

And whereas Section 15 (2) of the *Police Services Act*, R.S.O. 1990, as amended, defines municipal law enforcement officers as peace officers for the purpose of enforcing municipal by-laws;

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

And whereas Council considered Memo No. 027-2016-CS at the November 1, 2016 Regular Council meeting and directed staff to prepare the necessary by-law to appoint Tim Goodyear as a Municipal Law Enforcement Officer for consideration at the November 1, 2016 Regular Council meeting;

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

1. That **Tim Goodyear** be hereby appointed as a Municipal Law Enforcement Officer for the purpose of enforcing City by-laws, said appointment to be effective upon adoption 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 after 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 1st day of November, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores
By-law No. 2016-174
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 November 1, 2016

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

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

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

And whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **November 1, 2016** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 1st day of November, 2016.

Mayor – Carman Kidd

Clerk – David B. Treen