



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, February 7, 2017
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Agenda

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

4. **Approval of Agenda**

Draft Motion

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

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

6. **Review and adoption of Council Minutes**

Draft Motion

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

- a) Regular Meeting of Council – January 17, 2017

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

7.1. *Peters Road Municipal Drain*

Subject Land: Peters Road between Drive-In Theatre and Highway 65 E

Petitioner(s): Roads Authority (City of Temiskaming Shores)

Purpose: Construction of Drainage Works to alleviate damage to Peters Road

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Chantal Charbonneau, Enterprise Temiskaming Consulting

Re: Enterprise Temiskaming Update

10. **Communications**

a) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

Re: FONOM Travels to North Bay for Board of Directors' Meeting

Reference: Received for Information

b) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

Re: Media Release – Energy Costs Continue to be a Concern across the North

Reference: Received for Information

- c) Nina Chamaillard, Director – Cobalt Northern Ontario Firefighters Museum
Re: Museum remains open – to be renamed **Northern Ontario Fire & Rescue Heritage Centre.**
Reference: Received for Information

- d) Lois Weston-Bernstein, Business Manager – Temiskaming Shores and Area Chamber of Commerce and the Temiskaming Shores and Area Tourism Information Centre
Re: Request by ONTC for Chamber Office to be ONTC Agent (Bus/Parcel Terminal)
Reference: Motion to be presented under New Business

- e) Anthony Rota, MP Nipissing-Timiskmaing
Re: Connect to Innovate Funding Program
Reference: Referred to the Economic Development Officer

- f) Fred Gibbons, President & CEO - Northern College
Re: Request for Proclamation – ***April 3rd to 7th, 2017 as Northern College 50th Anniversary Week***
Reference: Received for Information

- g) Kayla Marwick, Co-Chair – Spread the Word to end the Word
Re: Request for Proclamation – March 1, 2017 ***Spread the Word to End the Word – Utiliser le bon mot: RESPECT (use the good word: RESPECT)***
Reference: Received for Information

- h) Lois Weston-Bernstein, Manager – Temiskaming Shores & Area Chamber of Commerce (TSACC)

Re: Media Release – AGM meeting (2017 Board of Directors)

Reference: Received for Information

- i) Kim White, Clerk – The Corporation of the County of Prince Edward

Re: Request for Support – Pupil Accommodation Review Guideline (PARG) – School closures

Reference: Received for Information

- j) Richard McKinnell, Assistant Deputy Minister – Ministry of Tourism, Culture and Sport

Re: Ontario 150 Community Celebration Program Funding Application - Canada 150 events jointly sponsored by City, ARTEM and BIA denied

Reference: Circulate to Directors, ARTEM and N.L. BIA

- k) Rhonda Latendresse, Executive Director – Seizure & Brain Injury Centre

Re: Request for Proclamation – Epilepsy Month – March & March 26th Purple Day for Epilepsy

Reference: Received for Information

- l) Trevor Guindon, Area Forestry Technician – Hydro One

Re: Forestry Maintenance Program within Temiskaming Shores in 2017

Reference: Received for Information

- m) Honorable Jeff Leal, Minister – Ministry of Agriculture, Food and Rural Affairs

Re: Launch of renewed Rural Economic Development (RED) program – Application deadline is March 31, 2017

Reference: Referred to the Economic Development Officer

- n) Alison Stanley, Information and Communications Officer – Federation of Northern Ontario Municipalities (FONOM)

Re: Media Release – FONOM Attends Rural Ontario Municipal Association (ROMA) Conference

Reference: Received for Information

- o) Jessica Gencarelli, Student – Northern Ontario School of Medicine (NOSM)

Re: Thank You Card – Recipient of the City of Temiskaming Shores Bursary

Reference: Received for Information

- p) Honorable Steven Del Duca, Minister – Ministry of Transportation

Re: Notice that Community Transportation Pilot Grant Program extended from April 1, 2017 to March 31, 2018.

Reference: Referred to Senior Staff

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. p) 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 Provincial Offences Advisory Committee meeting held on January 5, 2017;

- b) Minutes of the Temiskaming Shores Public Library Board meeting held on November 16, 2016;
- c) Minutes of the Temiskaming Shores Public Library Board meeting held on December 21, 2016;
- d) Minutes of the Earlton-Timiskaming Regional Airport Joint Municipal Services Board meeting held on December 15, 2016;
- e) December 2016 Earlton-Timiskaming Regional Airport Activity Report;
- f) Minutes of the Timiskaming Health Board of Health meeting held on December 7, 2016;
- g) 2016 Fourth Quarter Report to the Board of Health from the Timiskaming Health Unit;
- h) Minutes of the OCWA consultation meeting held on January 25, 2017;
- i) Minutes of the Temiskaming Transit Committee meeting held on December 14, 2016; and
- j) Minutes of the Temiskaming Municipal Association meeting held on November 24, 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 December 15, 2016;

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Administrative Report No. PW-002-2017 – Retention of Engineering Firm – Design of Albert Street Reconstruction

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-002-2017;

That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract to Exp Services Inc. to proceed with the detailed engineering design for the proposed reconstruction of Albert Street as detailed in Request for Proposal PW-RFP-001-2017 for a total upset limit of \$34,575 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the February 7, 2017 Regular Council meeting.

b) Administrative Report No. CGP-002-2017 – Enabling Accessibility Funding – Dymond Hall Accessibility

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-002-2017; and

That Council agrees to partner with Human Resources and Skills Development Canada under the Enabling Accessibility Fund to undertake accessibility upgrades to the Dymond Community Hall.

c) Treasurer's 2016 - Statement of Remuneration

Draft Motion

Whereas Section 284 (1) of the Municipal Act, 2001 states that the Treasurer of a municipality shall in each year, on or before March 31, provide to the Council of the municipality an itemized statement of remuneration and expenses paid in the previous year to each member of Council and to each person, other than a member of Council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body.

Now therefore be it resolved that Council acknowledges receipt of the 2016 Statement of Remuneration and Expenses as submitted by the Treasurer.

d) Memo No. 003-2017-CS – Ontario Wildlife Damage Compensation – Leonard Peddie

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 003-2017-CS;

That Council approves payment of \$500 to Leonard Peddie for the loss of two (2) Texel Dorsil sheep in accordance with the Ontario Wildlife Compensation Program; and

That Council directs the Clerk to prepare and submit a Municipal Application to the Ontario Ministry of Agriculture, Food and Rural Affairs for reimbursement of these costs.

e) Memo No. 004-2017-CS – Public Transit Infrastructure Fund

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 004-2017-CS; and

That Council directs staff to prepare the necessary by-law to enter into a funding agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation, under the Public Transit Infrastructure Fund in the amount of \$257,955 for consideration at the February 21, 2017 Regular Council meeting.

f) Memo No. 005-2017-CS – Ontario Northland Transportation Commission (ONTC) – Chamber of Commerce Office

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2017-CS; and

That Council hereby endorses the proposal by the Temiskaming Shores Chamber of Commerce office to utilize their facility as a terminal for

passengers and parcels for the Ontario Northland Transportation Commissions Bus Service.

g) Administrative Report No. CS-004-2017 – Earlton-Timiskaming Airport Authority

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-004-2017; and

That Council directs staff to prepare the necessary by-law to enter into an agreement to establish the Earlton-Timiskaming Regional Airport Authority with thirteen area municipalities to provide for the joint ownership, management and funding of the Earlton-Timiskaming Airport for consideration at the February 7, 2017 Regular Council meeting.

h) Administrative Report No. CS-005-2017 – Peters Road Municipal Drain – Provisional Adoption of Engineers Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-005-2017;

That Council agrees to consider First and Second Reading of a Provisional By-law to approve the Peters Road Municipal Drain for consideration at the February 7, 2017 Regular Council meeting; and

That Council hereby appoints **Mayor Kidd** and **Councillor Jelly** to the Court of Revision and directs staff to correspond with the Township of Harris for the purposes of having their Council appoint a member to the Court of Revision.

i) Administrative Report No. CS-006-2017 – Land Acquisition – 635 View Street

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-006-2017;

That Council directs staff to prepare the necessary by-law to enter into an agreement with KBR Wabi Limited for the purchase of property situated at 635 View Street in the amount of \$640,000 plus applicable taxes;

That Council approves retaining the services of BZ Environmental Consulting to undertake a Phase 1 Environmental Review of 635 View Street at a cost of \$1,850 plus applicable taxes; and

That Council directs the Treasurer to proceed with an application to the Ontario Infrastructure & Lands Corporation (OILC) to borrow \$651,264.

j) Administrative Report No. CS-007-2017 – Cultivation of Municipal Land – Agreements with Miller Farms and Chieftain Dairy Farms

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-007-2017;

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Chieftain Dairy Farms for cultivation purposes of Parts 1, 3, 5, 7, 9 & 11 on Plan 54R-4826 (4.62 Ac.) for consideration at the February 7, 2017 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Miller Farms Inc. for cultivation purposes of Part 2 on Plan 54R-5247 (8.70 Ac.) for consideration at the February 7, 2017 Regular Council meeting.

k) Administrative Report No. PPP-001-2017 – Appointment of Volunteer Firefighter – Kevin Plant

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PPP-001-2017; and

That Council hereby appoints Kevin Plant as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

I) Support – Temiskaming Municipal Association – Northeastern Ontario Bear Management Association

Draft Motion

Whereas the Ministry of Natural Resources and Forestry (MNR) extended the spring bear hunt pilot for 2017; and

Whereas there is inequity in the allocation of non-resident bear licence validation forms; and

Whereas the science used in the calculation of black bear population density is inaccurate and outdated; and

Whereas the Northeastern Ontario Bear Management Association (NOBMA) has asked to assist the MNR with gathering new scientific data; and

Whereas the Temiskaming Municipal Association (TMA) has petitioned the MNR to recognize and begin discussion with NOBMA for the fair and equitable distribution of non-resident bear licence validation forms for 2017 and beyond;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the TMA's position and petitions the Ministry of Natural Resources and Forestry to recognize and begin discussion with the Northeastern Ontario Bear Management Association for the fair and equitable distribution of non-resident bear licence validation forms for 2017 and beyond; and

Furthermore that this resolution be circulated to the Honorable Kathleen Wynne Premier of Ontario, the Honorable Kathryn McGarry Minister of Natural Resources and Forestry and the Temiskaming Municipal Association (TMA).

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2017-015 Being a by-law to adopt a Procurement Policy for the City of Temiskaming Shores

By-law No. 2017-016 Being a by-law to provide for a drainage works in the City of Temiskaming Shores in the District of Timiskaming known locally as the Peters Road Municipal Drain

By-law No. 2017-017 Being a by-law to enter into an agreement with Exp. Services Inc. for the detailed Engineering Design for the proposed reconstruction of Albert Street from Rorke Avenue to Bruce Street

By-law No. 2017-018 Being a by-law to authorize a Lease Agreement with Chieftain Dairy Farms to permit the Cultivation of Municipal Land (Roll No. 54-18-020-002-066.20)

By-law No. 2017-019 Being a by-law to authorize a Lease Agreement with Miller Farms Inc. to permit the Cultivation of Municipal Land (Roll No. 54-18-020-002-069.06)

By-law No. 2017-020 Being a by-law to enter into an Agreement between the Corporation of the City of Temiskaming Shores, the Corporations of the Townships of Armstrong, Casey, Chamberlain, Charlton & Dack, Coleman, Ewanturel, Harley, Hilliard, Hudson, James, the Town of Englehart and the Village of Thornloe to establish the Earlton-Timiskaming Airport Authority

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2017-017;

By-law No. 2017-018;

By-law No. 2017-019; and

By-law No. 2017-020;

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, February 21, 2017 at 6:00 p.m.
- b) Regular – Tuesday, March 7, 2017 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

- a) **Adoption of the December 20, 2016 – Closed Session Minutes**
- b) **Under Section 239 (2) (c) of the Municipal Act, 2001 – Pending Disposition of Land – 285 Whitewood Ave. (New Liskeard Medical Centre) – Confidential Administrative Report No. CS-009-2017**
- c) **Under Section 239 (2) (c) of the Municipal Act, 2001 – Potential Acquisition of Land – Armstrong Street (ARIO) – Verbal Update**
- d) **Under Section 239 (2) (c) of the Municipal Act, 2001 – Potential Disposition of Land – Grant Drive (Vacant property) – Confidential Administrative Report No. CS-010-2017**
- e) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour Relations – Confidential Administrative Report CS-011-2017 – Corporate Services Department**
- f) **Under Section 239 (2) (e) of the Municipal Act, 2001 – potential litigation – Confidential Administrative Report No. CS-008-2017**

Draft Motion

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

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2017-021 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 **February 7, 2017** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2017-021 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ p.m.

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, January 17, 2017
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

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

2. Roll Call

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

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

Regrets:

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

Members of the Public: 1

3. Review of Revisions or Deletions to Agenda

Additions:

Under Item 15 – New Business add:

- n) **Memo No. 002-2017-RS – Funding Opportunities – Ontario Sport and Recreation Communities Fund**

4. Approval of Agenda

Resolution No. 2017-001

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2017-002

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

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

- a) Regular Meeting of Council – December 20, 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

None

10. Communications

- a) Dan Mathieson, Chair MPAC Board of Directors – Municipal Property Assessment Corporation

Re: 2017 Budget and Municipal Levy – 2017 Levy Increase of 2.65%

Reference: Referred to the Treasurer

- b) Temiskaming Municipal Association

Re: Support Request – petition Province to reduce electricity rates

Reference: Motion to be presented under New Business

- c) Temiskaming Municipal Association

Re: Support Request – Restoration of passenger rail service

Reference: Motion to be presented under New Business

- d) Timiskaming Health Unit

Re: Report – the Cost of Eating Well in Timiskaming 2016

Reference: Received for Information

- e) Carla Y. Nell, Vice-President – Municipal Property Assessment Corporation
Re: 2016 Assessment Update Municipal Summary Report
Reference: Received for Information

- f) Susan Cavanagh, Chair – Temiskaming Hospital Foundation
Re: Appreciation letter – Support for *Care Close to Home Campaign*
Reference: Received for Information

- g) Lynn Dollin, President – Association of Municipalities Ontario
Re: AMO's 2017-2018 Strategic Objectives
Reference: Received for Information

- h) Steven Del Duca, Minister – Ministry of Transportation
Re: Letter of Agreement – Provincial Gas Tax Allocation for 2017 - \$130,203
Reference: Motion to be presented under New Business

- i) Jan Edwards, Property Manager – Zone K-1 & Area Veterans Home Corporation
Re: Expression of Interest (Haileybury Public School) – Thank you letter and notification that facility does not meet their needs
Reference: Received for Information

- j) Laura Albanese, Minister – Ministry of Citizenship and Immigration
Re: Ontario Volunteer Recognition Programs for 2017
Reference: Referred to Senior Staff

k) David B. Treen, Clerk – City of Temiskaming Shores

Re: Reply to Conseil scolaire public du Nord-Est de l'Ontario – City response to surplus facility (Woodworking Shop)

Reference: Received for Information

Resolution No. 2017-003

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2017-004

Moved by: Councillor Foley

Seconded by: Councillor Whalen

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

- a) Minutes of the Bicycle Friendly Community Committee meeting held on December 5, 2016;
- b) Minutes of the Timiskaming Board of Health meeting held on November 2, 2016;
- c) October 2016 Earleton-Timiskaming Regional Airport Activity Report;
- d) Minutes of Earleton-Timiskaming Regional Airport meeting held on November 17, 2016; and
- e) November 2016 Earleton-Timiskaming Regional Airport Activity Report.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2017-005

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

- a) Minutes of the Recreation Services Committee meeting held on December 12, 2016; and
- b) Minutes of the Protection to Persons and Property Committee meeting held on November 17, 2106.

Carried

13. Reports by Members of Council

Councillor Whalen reported on the following:

- Temiskaming Transit: Meeting held earlier today with drivers and one issue raised by passengers is the fare increase; but it has to be noted that the subsidy paid by those that do not use the bus has also increased. The transit committee is also attempt to get the point across that they appreciate the funding the cost of a transit bus in Northern Ontario as Southern Ontario. Would like to see the formula for funding based on ridership against population our funding would increase significantly.
- Library Committee: Library CEO, Rebecca Hunt has put her name forward as a Northeastern Ontario coccus member with Federation of Ontario Libraries and has been acclaimed to the position. Congratulations to Rebecca.

Councillor Hewitt reported on the following:

- Age Friendly: Meeting held January 16, 2017 to discuss various priorities based on plan and continue to work on the Age Friendly Guide; hopes Council can support the motion this evening for the funding application under the Ontario Sport and Recreation Communities Fund.
- Food Forum: Attended the food forum held today with a lot of different partnerships in attendance. Exciting to see how many food producers there are in our area and lucky to have many key leaders in attendance.

14. Notice of Motions

None

15. New Business

- a) **Support – Temiskaming Municipal Association – Electricity Rates**

Resolution No. 2017-006

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Whereas the price of electricity in Ontario has escalated to the level where the essential utility has become almost a luxury for many; and

Whereas this has resulted in hospitals, schools, municipalities, businesses, farms and industry being faced with unbudgeted and unanticipated increases in costs for this essential utility and forcing many residential users to actually ration the use of electricity; and

Whereas in the Timiskaming District this has resulted in valuable farmland being covered in solar panels denying vital agricultural crops due to the excessive prices paid for this "green energy" produced by these panels; and

Whereas much of the Timiskaming District has to pay the highest rate of delivery charge for this needed service because of the low density levels in many areas of the District; and

Whereas we are forced to watch as our primary highways are burdened and prematurely fatigued with heavy transports carrying mine concentrates out of Ontario into Quebec so as to benefit from the much lower hydro rates in that Province;

Now therefore be it resolved that the City of Temiskaming Shores hereby petitions the Province of Ontario and the Minister of Energy, the Honourable Glenn Thibeault, to reduce the rates of this very essential utility to a level that will be affordable and predictable for the aforementioned users; and

Furthermore that a copy of this resolution be forwarded Premier Wynne, the Honourable Glenn Thibeault, MPP John Vanthof, FONOM and the Temiskaming Municipal Association.

Carried

b) Support – Temiskaming Municipal Association – Passenger Rail Service

Resolution No. 2017-007

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Whereas passenger rail service in Northern Ontario is an essential infrastructure for economic development of our resource based industries including agriculture, forestry and mining together with tourism and access to health care; and

Whereas access to health care beyond our immediate communities is critical and with frequent Highway 11 closures between Muskoka and Hearst (200 times in past 3 years) with an average delay of 6.5 hours renders Ontario Northland passenger bus an unacceptable option for travel; and

Whereas this unreliability of transportation not only impacts patients requiring appointments but also medical practitioners travelling to our area to provide needed specialty support or to operate their practices; and

Whereas the Northern and Eastern Ontario Rail Network (NEORN) is endeavouring to bring the issue of rail passenger service for our area and other jurisdictions to the attention of Queen's Park and Parliament Hill so as to restore it;

Now therefore be it resolved that the City of Temiskaming Shores hereby supports the efforts of NEORN in their quest to restore needed rail passenger service to our area and other jurisdictions in the north; and

Further that a copy of this resolution be forwarded to the TMA, FONOM, MPP John Vanthof and MPs Charlie Angus and Anthony Rota.

Carried

c) Letter of Agreement – Provincial Gas Tax Allocation for 2017

Resolution No. 2017-008

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of correspondence from Minister Steven Del Duca in regards to the allocation of \$130,203 of Provincial Gas Tax funding for the Temiskaming Transit System; and

That Council directs staff to prepare the necessary by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for Provincial Gas Tax funding for consideration at the January 17, 2017 Regular Council meeting.

Carried

d) Memo No. 001-2017-RS – Update – Various Funding Opportunities

Resolution No. 2017-009

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2017-RS;

That Council further acknowledges that applications have been submitted to Ontario Tire Stewardship and the Trillium Mutual Insurance ROOTS Community Fund for upgrades to the Dymond Fireman's Park; and

That Council further acknowledges that an application will be submitted to the TransCanada Community Investment Program for the purchase of recycling receptacles for the two (2) municipal arenas.

Carried

e) Memo No. 001-2017-CGP – 3rd Reading of By-law No. 2016-184 – Site Plan Control Agreement with Canadian Tire Properties Inc.

Resolution No. 2017-010

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2017-CGP; and

That Council directs staff to include By-law No. 2016-184 being a Site Plan Control Agreement with Canadian Tire Properties Inc. at the January 17, 2017 Regular Council meeting for consideration of third and final reading.

Carried

f) Administrative Report No. CGP-001-2017 – Amendment to By-law No. 2013-181 – Site Plan Control Agreement – 251 Shepherdson Road

Resolution No. 2017-011

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-001-2017; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-181 being a Site Plan Control Agreement for 251 Shepherdson Road for consideration at the January 17, 2017 Regular Council meeting.

Carried

g) Memo No. 001-2017-CS – Ontario Wildlife Damage Compensation – Darren Gray

Resolution No. 2017-012

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2017-CS;

That Council approves payment of \$687.30 to Darren Gray for the loss of one (1) young calf in accordance with the Ontario Wildlife Compensation Program; and

That Council directs the Clerk to prepare and submit a Municipal Application to the Ontario Ministry of Agriculture, Food and Rural Affairs for reimbursement of these costs.

Carried

h) Memo No. 002-2017-CS – 2017 Interim Tax Levy By-law

Resolution No. 2017-013

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2017-CS;

That Council directs staff to prepare the necessary by-law for 2017 Interim Tax Levy by-law for consideration at the January 17, 2017 Regular Council meeting.

Carried

i) Administrative Report No. CS-001-2017 – Radio Advertising Agreement with CJTT 104.5 FM

Resolution No. 2017-014

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-001-2017; and

That Council agrees to enter into a three (3) year radio contract with CJTT 104.5 FM and directs staff to prepare the necessary by-law for consideration at the January 17, 2017 Regular Council meeting.

Carried

j) Administrative Report No. CS-002-2017 – Tax Arrears Certificate (TAC) Extension Agreement Roll No. 54-18-030-006-097.00

Resolution No. 2017-015

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-002-2017; and

That Council directs staff to prepare the necessary by-law to enter into a Tax Arrears Certificate (TAC) Extension Agreement for the property Roll No. 54-18-030-006-097.00 (155 Farr Drive) for consideration at the January 17, 2017 Regular Council meeting.

Carried

k) Administrative Report No. CS-003-2017 – Adoption of new Procurement Policy and Repeal of By-law No. 2009-012

Resolution No. 2017-016

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-003-2017;

That Council directs staff to forward the Draft Procurement Policy By-law to the Temiskaming Shores Accessible Advisory Committee (TSAAC) for consultation prior to final adoption of the by-law; and

That Council directs staff to prepare the necessary by-law for the adoption of a new Procurement Policy and repeal By-law No. 2009-012, as amended being a by-law to adopt purchasing policies and procedures for the City of Temiskaming Shores for consideration at the February 7, 2017 Regular Council meeting.

Carried

l) Memo No. 001-2017-PW – Rate Increase for Recycling Agreements with outside Municipalities

Resolution No. 2017-017

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2017-PW; and

That Council hereby approves a two percent (2%) increase to the \$255/tonne rate for the acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$260/tonne rate commencing January 1, 2017.

Carried

m) Administrative Report No. PW-001-2017 – Contract Change Order – AMEC – New Liskeard Landfill Expansion Project

Resolution No. 2017-018

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-001-2017 particularly Appendix 01 – AMEC Foster Wheeler Proposal for necessary additional work relating to the New Liskeard Landfill Expansion as a result of the Ministry of Environment and Climate Change (MOECC) technical review of the Environmental Assessment (EA); and

That Council approves Contract Change Order No. 002 to By-law No. 2010-131, being an agreement with AMEC Earth & Environmental (now AMEC

Foster Wheeler) for engineering services for the expansion of the New Liskeard Landfill Site in the amount of \$72,504 plus applicable taxes.

Carried

n) Memo No. 002-2017-RS – Funding Opportunities – Ontario Sport and Recreation Communities Fund

Resolution No. 2017-019

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2017-RS; and

That Council approves the submission an application for funding to the Ministry of Sport and Recreation Ontario under the Ontario Sport and Recreation Communities Fund in the amount of \$151,898 for the retention of a Project Manager for a two year term for the development and implementation of physical activity programs for older adults as outlined in By-law No. 2016-151 being an Age Friendly Community Plan.

Carried

16. By-laws

Resolution No. 2017-020

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2017-001 Being a by-law to enter into an agreement with Armstrong Township for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

By-law No. 2017-002 Being a by-law to enter into an agreement with the Township of Chamberlain for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

- By-law No. 2017-003 Being a by-law to enter into an agreement with the Town of Cobalt for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2017-004 Being a by-law to enter into an agreement with the Municipality of Charlton and Dack for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2017-005 Being a by-law to enter into an agreement with the Township of Harley for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2017-006 Being a by-law to enter into an agreement with the Township of Hudson for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2017-007 Being a by-law to enter into an agreement with Phippen Waste Management for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2017-008 Being a by-law to authorize a funding agreement between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation, for the 2017 Dedicated Gas Tax Public Transportation Program
- By-law No. 2017-009 Being a by-law to enter into an agreement with CJTT 104.5 FM for Radio Advertising

By-law No. 2017-010 Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges

By-law No. 2017-011 Being a by-law to amend By-law No. 2013-181 (Site Plan Control Agreement for 251 Shepherdson Road - Roll No. 54-18-010-007-001.07)

By-law No. 2017-012 Being a by-law to authorize the execution of a Tax Arrears Extension Agreement pursuant to Section 378 of the Municipal Act, 2001 with Crown Capital Corporation (Roll No. 54-18-030-006-097.00)

By-law No. 2017-013 Being a by-law to enter into a Financial Agreement with Ontario Infrastructure and Lands Corporation (OILC) resulting from an application submitted under By-law No. 2016-188 for Two (2) new 30' Low Floor Accessible Buses

be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-021

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2016-184 Being a by-law to authorize the Execution of a Site Plan Control Agreement with Canadian Tire Properties Inc. 997431 Highway 11 North – Roll No. 54-18-020-002-069.04

By-law No. 2017-001;

By-law No. 2017-002;

By-law No. 2017-003;

By-law No. 2017-004;

By-law No. 2017-005;

By-law No. 2017-006;
By-law No. 2017-007;
By-law No. 2017-008;
By-law No. 2017-009;
By-law No. 2017-010;
By-law No. 2017-011;
By-law No. 2017-012; and
By-law No. 2017-013

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, February 7, 2017 at 6:00 p.m.
- b) Regular – Tuesday, February 21, 2017 at 6:00 p.m.

18. Question and Answer Period

Councillor McArthur outlined concern with the two senior levels of government providing a grant to the Honda plant in Alliston, Ontario in the amount of \$42 M for upgrades to the facility. In Councillor McArthur's opinion it is another smack to Northern Ontario as we need more funding.

19. Closed Session

None

20. Confirming By-law

Resolution No. 2017-022

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2017-014 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 **January 17, 2017** be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-023

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2017-014 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2017-024

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 6:32 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

FONOM

The Federation of Northern Ontario Municipalities

For immediate release:

FONOM Travels to North Bay for Board of Directors' Meeting

January 17, 2017 – Kapuskasing, ON - The Federation of Northern Ontario Municipalities (FONOM) Board of Directors' travelled to the City of North Bay for the regular meeting of the Board which was held on January 12, 2017 at Nipissing University.

The Board discussed a number of key topics including the upcoming conference in partnership with the Ministry of Municipal Affairs, rising costs of energy, infrastructure funding for municipal fire services, municipal election requirements, as well as Ontario Northland Transportation Commission (ONTC) and its role in the future of Northern Ontario transportation, to name a few.

“The meeting was a great opportunity to hear the concerns from across the region, many of which are of concern to all of us, large and small municipalities” said Mayor Alan Spacek of Kapuskasing and President of FONOM.

The Board of Directors' also discussed the upcoming Rural Ontario Municipal Association (ROMA) conference and added to the list of issues that will be raised with the Ontario government including, interest arbitration, bear management, railway rights-of-way property taxes, energy costs, and the inequitable taxation rates for those living in unorganized territory.

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

-30-

For More Information:

Mayor Alan Spacek
President of FONOM
705 335 0001

FONOM

The Federation of Northern Ontario Municipalities

For immediate release:

Energy Costs Continue to be a Concern Across the North

January 17, 2017 – Kapuskasing, ON - The Federation of Northern Ontario Municipalities (FONOM) continues to be concerned about the impacts of energy costs on the Northern Ontario economy. The issue was heavily discussed at the recent meeting of the Board of Directors' on January 12, 2017 in North Bay.

Whether it be high and volatile fuel prices, the soaring costs on electricity bills or increased natural gas bills as a result of the cap and trade program that took effect on January 1, 2017, energy costs continue to be one of the most pressing issues to municipalities. FONOM currently receives more municipal resolutions with respect to energy than any other issue.

“We were hearing about energy costs from industry and businesses struggling to remain competitive, then we were hearing about the impacts on costs of living to residents and now we are hearing it from municipalities gravely concerned with escalating energy costs to operate municipal facilities,” said Mayor Alan Spacek of Kapuskasing and President of FONOM.

While the province announced various measures to address the energy crisis, Ontarians continue to see a rise in costs with the implementation of the cap and trade program. “We will continue to press the provincial government and voice the concerns of municipalities and Northerners,” stated Spacek.

-30-

For More Information:

Mayor Alan Spacek
President of FONOM
705 335 0001



Cobalt Northern Ontario Firefighters Museum

P.O. Box 519, 22 Lang Street

Cobalt, Ontario P0J 1C0

Phone: (705) 679-5757



December 27, 2016

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

Attention: Mayor & Council

Re: Firefighters Museum – Remains Open

We are pleased to advise that the Cobalt Northern Ontario Firefighters Museum did not close as originally announced. It has been a long process to save this museum but we are happy to announce that it will remain open.

We have a huge undertaking ahead of us as we sort through the museum's assets, collection and documents. This is no easy task but it is necessary. During this winter, our volunteers are taking the time to re-organize, clean up, and re-structure the museum before re-opening in the late spring of 2017. During this process, we have put together a constitution and by-laws which to govern how we operate. We are also building policy and procedures for our collections, etc. Part of this was the development of our Mission Statement & Vision (see below).

As part of our re-structuring, we have decided to change/amend our name to **Northern Ontario Fire & Rescue Heritage Centre**. We should have this finalized by the government shortly. We are including our new logo for your perusal (colour version also available).

During this re-structuring, we are looking for new members for our board and/or on committees who wish to assist this Museum. We have a lot of exciting new plans for the museum (ie., the development of public fire safety and prevention programs for both the community and school children) and are currently finalizing our Business Plan (which we hope to share with you in the near future) once we have had a chance to receive and review all final documentation from previous Board members.

Exciting plans for 2017 include the **40th Anniversary of the 1977 Cobalt Fire**. This commemoration reunion will take place on Sunday, August 6, 2017. There are plenty of planned events that day as well as we are planning to have a ceremonial dedication to the Firefighters who fought bravely that day (May 23, 1977) along with a dedication plaque and opening of our 1977 Cobalt Fire room located in the Museum. More information to follow shortly.

We look forward to counting on your support. Should you have any further questions, please contact the undersigned at 705-646-2212 (Nina), 647-909-7447 (Lorri), and 705-645-4595 (Trina). Our email is firerescuemuseum@gmail.com and new phone number 705-679-5757.

Thank you in advance for your assistance.

Sincerely,

Nina Chamailard, Director
Lorri Urban, Director
Trina MacLean, Director



Our Mission Statement... To collect, preserve, display and interpret the history of fire & rescue services within Northern Ontario; and to educate the public about the history, people, equipment and techniques of the fire and rescue service & fire prevention and safety.

Our Vision... As a non-profit educational museum, we are dedicated to conservation, research, education and community service. The museum is to serve as a memorial to those both paid and volunteer who have dedicated their lives to fire and rescue services in Northern Ontario.

James Franks

From: Lois Weston-Bernstein, TSACC [<mailto:manager@tsacc.ca>]
Sent: January-18-17 11:12 AM
To: James Franks
Cc: 'Clean Scene Inc'
Subject: ONTC Agency

James,

Further to your earlier conversation with Darcy, the Chamber was approached by ONTC to become their Agency in the Temiskaming Shores area. This would involve the ONTC bus entering our parking lot to pick up passengers 4 times a day effective February 1, 2017.

Although becoming the ONTC agency will increase our workload, we will be employing a part time employee for early morning and evening hours as well as allowing for the continuation of a much needed service in our community.

We would like to ensure that the City does not have any concerns with this arrangement.

Please let me know if you need any further information.

Thanks,

Lois Weston-Bernstein, Business Manager

**Temiskaming Shores & Area Chamber of Commerce and the
Temiskaming Shores & Area Tourism Information Centre**

P.O. Box 811, 883356 Hwy.65 East, New Liskeard, ON P0J 1P0

T: 705.647.5771 T: 866.947.5753 F: 705.647.8633

manager@tsacc.ca

www.tsacc.ca

*Proudly promoting Earleton, Temiskaming Shores (Dymond, New Liskeard, Haileybury),
Cobalt, Coleman, Latchford, Elk Lake and the South Temiskaming Area.*



Office of Anthony Rota
Member of Parliament
Nipissing – Timiskaming
Assistant Deputy Speaker

375 Main Street West
North Bay, Ontario
P1B 2T9

Tel.: 705-474-3700
Toll-free: 1-800-461-1394
Fax: 705-474-6964

112 Whitewood Avenue
Temiskaming Shores,
Ontario
P0J 1P0

Tel.: 705-647-6262
Toll-free: 1-800-461-1394
Fax: 705-647-6299

Suite 1020
The Valour Building
Ottawa, Ontario
K1A 0A6

Tel.: 613-995-6255
Fax: 613-996-7993



HOUSE OF COMMONS
CHAMBRE DES COMMUNES

Mayor Carman Kidd
325 Farr Drive, P.O. Box 2050
Haileybury, ON
P0J 1K0

Jan. 10, 2017

Dear Carman,

Just as roads and railway spurs once helped expand trade routes and settlements in rural and remote areas, the Government of Canada is taking a similar step in the modern age by extending the information highway.

Digital communications technology keeps our communities connected, thriving and growing. It goes without saying that Nipissing-Timiskaming needs access to reliable, high-speed Internet so that families and businesses can participate in our economy, democracy and way of life.

I'm writing to let you know that applications for the Connect to Innovate program, which will invest \$500 million over five years, are now being accepted. (See the enclosed attachment for answers to the most frequently asked questions about the program.)

The focus is on supporting new "backbone" infrastructure, in other words digital transmission lines to connect communities as well as institutions such as schools, hospitals and First Nations band offices. However, a portion of the funding is also available for capacity upgrades, resiliency (providing and maintaining an acceptable level of service) as well as last-mile projects (connectivity at the neighbourhood level).

The deadline for project applications is March 13. For more information about Connect to Innovate and for an application toolkit, please visit the following websites:

<https://www.canada.ca/en/innovation-science-economic-development/programs/computer-internet-access/connect-to-innovate.html>

<https://www.canada.ca/content/canadasite/en/innovation-science-economic-development/programs/computer-internet-access/connect-to-innovate/funding-broadband-infrastructure.html>

Again, I would like to emphasize that all municipalities considered as rural or remote are eligible to apply for this funding and encourage you to review the program information.

As always, I am available to assist you in any way I can. Please don't hesitate to contact me if I may be of assistance.

Sincerely,



Anthony



December 15, 2016

Questions and Answers Connect to Innovate Program

Q1. What is the Connect to Innovate program?

The Connect to Innovate program will invest up to \$500 million by 2021 to bring high-speed Internet service to rural and remote communities in Canada.

Program funds will be primarily directed to support new high-capacity backbone infrastructure to connect underserved rural and remote communities and community institutions like schools, hospitals and First Nations band offices. Backbone infrastructure is often fibre optic-based, but can be comprised of a range of technologies including microwave, wireless and satellite service. High-capacity backbone will also help boost speeds and improve services for a variety of local users, such as homes and businesses.

Although the focus of the program is on new backbone infrastructure, during extensive consultations stakeholders identified additional needs that warrant eligibility. As such, a portion of the program's funding will include backbone capacity upgrades and resiliency, as well as last mile infrastructure projects to businesses and households who do not have speeds of at least 5 Megabits per second (Mbps).

Q2. Who can apply?

Connect to Innovate will be flexible in terms of who can apply – essentially any legal entity other than individuals will be able to submit an application. Other federal entities (including Crown corporations) are also excluded from applying to this program.

The applicant must identify who will build, own and operate the network, as well as who will manage the project. If the entity making an application to the program does not have a track record in operating Internet infrastructure, it will be asked to demonstrate in its application that appropriate resources with experience deploying and operating Internet infrastructure are part of the project team/contracted resources.

Q3. Who do you expect to be recipients of the program?

Based on our extensive consultations, we expect to have a wide variety of recipients under the program, including Internet service providers of all sizes, as well as municipalities, First Nations Band Councils, and not-for-profit organizations. Applicants of any type will need to demonstrate they have the ability or the partnerships to oversee construction and operation of a broadband network.



explicit target for how many of these communities will be served, as that will depend on the nature of the applications we receive.

Q8. What are the anticipated outcomes for satellite-dependent communities in the north specifically?

Satellite-dependent communities in remote northern regions face capacity constraints and some are facing expiring satellite leases in the near future (2019-2021 timeframe). We anticipate that this program could move some of these communities onto a more durable long-term platform, such as fibre, and improve capacity for others, such as with new high-throughput satellites. This could help ensure long-term service continuity and increase capacity by an order of magnitude or more.

Q9. Is last mile eligible?

Yes, Last mile is a component of the program. As such, an amount of funds will go to last mile projects for areas that do not have access to 5 Mbps. ISED has developed an eligibility map identifying areas where all households in the area are underserved at 5Mbps. This map is available on the CTI website. Households that do not have access to 5Mbps in areas of partial broadband coverage will not be identified on the map, but will still be eligible to be connected, provided the applicant can demonstrate that these households are underserved. A key consideration in reviewing last mile applications is to minimize overbuilding existing service providers that are already offering 5 Mbps.

Q10. Will this be a permanent program?

No, Connect to Innovate is a five-year program to stimulate economic activity, while supporting longer-term innovation objectives. Consequently, approved projects must be substantially completed by March 31, 2021. Costs incurred after that date will not be eligible for funding under the program.

January 13, 2017



Mayor and Council
City of Temiskaming Shores
325 Farr Drive
P.O. Box 2050
Haileybury, ON
POJ 1K0

Dear Mayor and Council:

In 1967, then Education Minister William Davis created the Ontario College system. In the ensuing 50 years, Ontario's community colleges have produced more than 2 million graduates, with Northern College alone contributing 30,000 to that number. To commemorate the 50th anniversary of Ontario's community colleges, the Province of Ontario has proclaimed April 3rd as College Week.

The Northern College Board of Governors respectfully requests the City of Temiskaming Shores, to proclaim April 3rd to 7th as Northern College 50th Anniversary Week.

Throughout the next 10 months the Haileybury Campus has many special events and activities planned to commemorate our 50th Anniversary and because our campuses are so integral to their community, many of these events will be planned to allow for community participation.

Council's support of this special request is most appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fred Gibbons".

Fred Gibbons,
President & CEO

C: Tammy Mackey, Haileybury Campus Manager

**SPREAD THE WORD
TO END THE WORD**
www.r-word.org



UTILISER LE BON MOT: RESPECT

January 17, 2017

City of Temiskaming Shores

Mayor and Council

c/o City Clerk

325 Farr Drive

Haileybury, ON P0J 1K0

Your Worship Mayor Kidd and members of Council,

The Spread the Word to End the Word Temiskaming South would like to thank the City of Temiskaming Shores for your support with the Spread the Word to End the Word campaign in 2015 and 2016. Spread the Word to End the Word day is an international event that is held the first Wednesday during the month of March.

We continue to embark on a bilingual campaign again this year which we believe will be the first of its kind in North America. The message is simple: **Spread the Word to End the Word – Utiliser le bon mot: RESPECT** (Use the good word: RESPECT).

The committee is seeking Council's support in declaring Wednesday March 1, 2017 as Spread the Word to End the Word Day in our community and ask that this be placed on the Council's agenda for approval. Please confirm with us if a delegation is required when this is discussed and voted upon. In moving forward, we are hoping that the first Wednesday of March in the coming years can be declared Spread the Word to End the Word Day.

Thank you in advance for this consideration. If you have any questions, please feel free to contact us.

Sincerely,

Kayla Marwick

Co-chair 

Spread the Word to End the Word Temiskaming South

Contact : Kayla Marwick

705 672 2768 (Home)

mmarwick@fibreop.ca

Lynne Marwick

705 647 4444, Extension 3356 (Work)

MEDIA RELEASE – Wednesday, January 25, 2017

Temiskaming Shores & Area Chamber of Commerce held their Annual General Meeting on Tuesday, January 24, 2017 at the Chamber of Commerce Boardroom. The Board welcomes new director, Lacey Breault of VS Group to the Board. Following the Annual General Meeting, the new Board of Directors met for their first meeting and elections for the executive positions were held.

The new Board of Directors and Executive elected for the 2017 year are as follows:

Darcy Griffith	President	Clean Scene Inc.
Jessica Caldwell	1 st Vice President	Alvin Caldwell Sand and Gravel Ltd
Paul Crombeen	2 nd Vice President	Kemp Pirie Crombeen
Marc Dessureault	Treasurer	North Cobalt Flea Market
Patrick Smits	Secretary	A&B Digital Printing
Terri Klinke	Director	Wheel Inn Motel
James Paterson	Director	The Co-operators
Dan Hackett	Director	The BBQ Guy
Terri Culhane	Director	CJTT FM 104.5
Marc Horton	Director	Marc Horton, Sun Life Financial
Lacey Breault	Director	VS Group

At this time, we still have one opening on the Board of Directors.

The Chamber would like to thank outgoing directors, Shannon Lawrence Manary, Danika Vessel and Carol Cormier, for their contribution during their terms as directors. Please feel free to contact the directors or the Chamber office at 647-5771 if you have any questions, concerns or would like any further information.

~ 30 ~

For further information contact:
 Lois Weston-Bernstein
 Temiskaming Shores & Area Chamber of Commerce
 705.647.5771



From the Office of the Clerk
The Corporation of the County of Prince Edward
332 Picton Main Street, Picton, ON K0K 2T0
T: 613.476.2148 x 1021 | F: 613.476.5727
clerks@pecounty.on.ca | www.thecounty.ca

January 26, 2017

Re: Request to Minister of Education to Rewrite the Pupil Accommodation Review Guideline (PARG)

Please be advised that, at the regular meeting of Council for The Corporation of the County of Prince Edward held January 24, 2017, the following motion was passed:

Motion 2017-31

Moved by Councillor Roberts

Seconded by Councillor Fox

THAT Council support the resolution adopted by the Counties of Bruce and Grey as it relates to urging the Minister of Education to rewrite the Pupil Accommodation Review Guideline (PARG), to take into consideration community and economic value consideration of rural communities and provide for a more democratic process;

THAT until such time as PARG is rewritten, that the Province place a moratorium on any more rural school closures; and

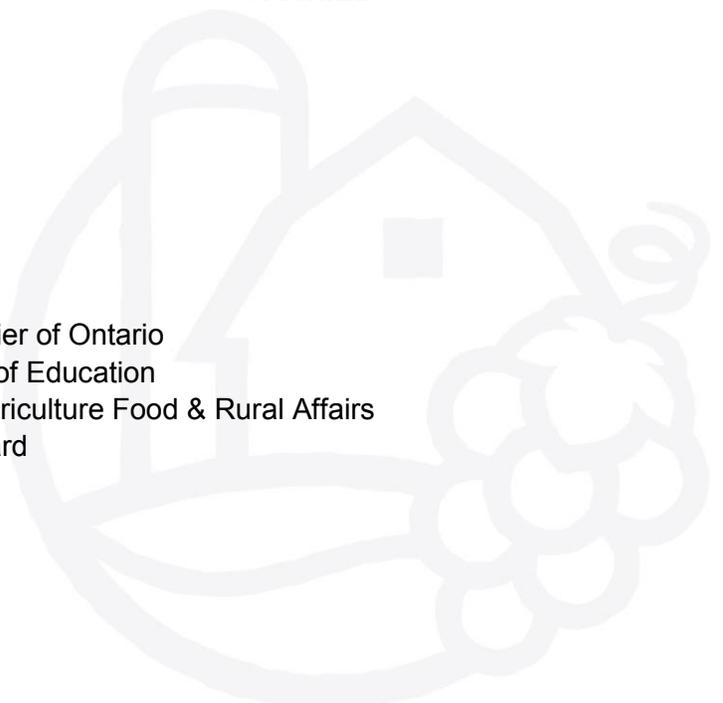
THAT a copy of this support resolution be forwarded to the Premier, Minister of Education, MPP Todd Smith, Jeff Leal, Ontario Ministry of Food and Rural Affairs, Association of Municipalities of Ontario, Eastern Ontario Warden's Caucus and Counties of Bruce and Grey.

CARRIED

Yours truly,

Kim White
Clerk

Copy: The Honourable Kathleen Wynne, Premier of Ontario
The Honourable Mitzie Hunter, Minister of Education
The Honourable Jeff Leal, Minister of Agriculture Food & Rural Affairs
Todd Smith, MPP Hastings-Prince Edward
Eastern Ontario Warden's Caucus
Association of Municipalities of Ontario
Counties of Bruce and Grey



**Ministry of Tourism,
Culture and Sport**

Assistant Deputy Minister
Tourism Division

10th Floor, Hearst Block
900 Bay Street
Toronto ON M7A 2E1
Tel. (416) 325-6961
Fax: (416) 314-7003

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

Sous-ministre adjoint
Division du tourisme

Édifice Hearst 10^e étage
900, rue Bay
Toronto ON M7A 2E1
Tél. : (416) 325-6961
Télééc. : (416) 314-7003



January 20, 2017

Christopher Oslund
City Manager
The City of Temiskaming Shores
325 Farr Drive
Haileybury, ON P0J 1K0
coslund@temiskamingshores.ca

Dear Mr. Oslund:

Thank you for applying to the *Ontario 150 Community Celebration Program*. The City of Temiskaming Shores's application has been carefully reviewed and we regret to inform you that your *Temiskaming Celebrates 150 Years* initiative will not be supported.

The *Ontario 150 Community Celebration Program* was highly competitive. The program received 921 applications from festivals and events across the province, with requests totalling more than \$28 million. All applications were assessed based on the strength of the proposal against program criteria. Due to the volume of applications and the level of funding requests, not all initiatives could be funded.

Thank you for your interest in the *Ontario 150 Community Celebration Program*, and I wish you every success in your endeavours.

Sincerely,

A handwritten signature in black ink that reads "Richard McKinnell".

Richard McKinnell
Assistant Deputy Minister



SEIZURE & BRAIN INJURY CENTRE

education • awareness • support

Enhancing lives...

Mayor Carman Kidd
Temiskamig Shores
325 Farr Avenue
Haileybury, ON P0J 1K0

January 31, 2017

Dear Mayor Kidd:

Re: Epilepsy Month – March

I am writing to you today on behalf of those in the Temiskaming Shores area affected by seizures (epilepsy). March is Epilepsy Awareness Month which is celebrated throughout Canada coast to coast. We are inviting Temiskaming Shores to help us participate in this unique event that is supported throughout the country.

We would also like to declare March Epilepsy Month in Temiskaming Shores area. The Centre will supply all staff and council members with a purple ribbon to wear during the week of March 26th. Of course we hope you will be encouraging all citizens to wear a lavender ribbon in support of epilepsy. Finally, we would like to ask if it would be possible to promote “*March 26th Purple Day for Epilepsy*” on any community owned billboards.

Please feel free to contact me at 264-2933 for further discussion. Thanking you ahead.

Yours sincerely,

Rhonda Latendresse
Executive Director
sabicrl@eastlink.ca



Trevor Guindon
Forestry Technician District 16
221 Shepherson Rd
New Liskeard Ont P0J 1P0
Cell: (705) 679-3087



Hydro One - Forestry Maintenance Program

Jan 30 17

City of Temiskaming Shores
Clerk- Chris Oslund

This letter is to advise you that Hydro One Forestry will be working in a portion of the City of Temiskaming Shores sometime during the second quarter of 2017 and completion sometime before the end of 2017. The townships involved are Dymond, Bucke, Lorrain and South Lorrain.

Please find enclosed a copy of our notification letter that describes our Forestry Maintenance Program. Also a map of the area, which we will be working in, has been attached as well.

All affected property owners are contacted either by a mailed letter, face to face or phone call.

Please call if you need any further information or have any concerns.

Would you please confirm that you have received this notification using the email address listed below. If you have any other questions feel free to contact me at any time.

Sincerely:

Trevor Guindon
Area Forestry Technician
Northern Forestry Services
trevor.guindon@HydroOne.com
Cell: 705-679-3087



Hydro One Networks Inc.
Forestry Services
Northern Zone



Forestry- High Voltage Towerline Maintenance Program

Dear Customer:

To minimize vegetation caused outages and to reduce potential safety hazards to the public, Hydro One Forestry Services must control vegetation in the proximity of the hydro towerlines that run through your property during the year 2017. Brushing may start as early as May 8 2017. The Townships involved are Dymond, Bucke, Lorrain and South Lorrain.

This letter is notification that right-of way maintenance is scheduled for the section of towerline in which your property is located. **Tenants** are asked to forward this letter to the property owner. This service is restricted to the hydro towerline maintenance only.

We require acknowledgement for right-of-way maintenance from all property owners that our towerlines cross and so we request that you would please sign the **Business return mail card**, which is enclosed, and mail the postage paid card to our district office by March 1 2017 for our records.

An integrated work process will use several methods to complete the maintenance required:

- 1) Mechanical Cutters, Grubbers or Dozers may be used for brush removal depending on terrain and density.
- 2) A low volume, backpack herbicide application will also be utilized to control standing brush wherever practical. The brush is treated with **Garlon RTU (PCP Registration #29334)** which is a Federal and Provincially accepted herbicide used in Ontario.
- 3) Foliar application with **Aspect (Reg# 31641)** herbicide and water with the aid of Muskeg tractors will be used to control standing brush wherever practical. Hydro One staff is trained and experienced in the latest arboricultural practices, is licensed by the Ministry of the Environment and will perform the work.

If you have any questions regarding the work planned for your property, please call me at 705-679-3087.

Sincerely,

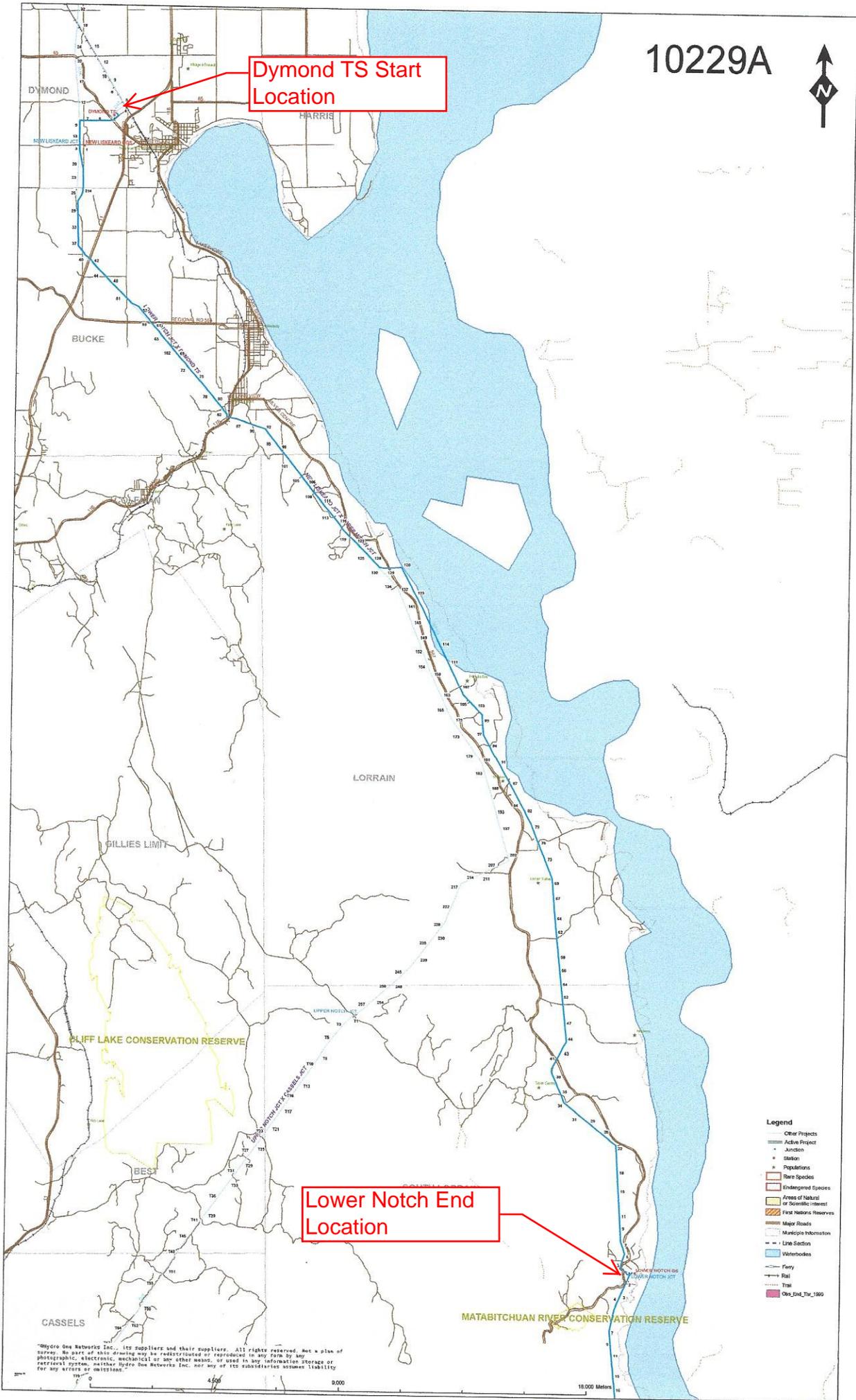
Trevor Guindon
Area Forestry Technician
Hydro One Forestry Services
trevor.guindon@HydroOne.com

10229A



Dymond TS Start Location

Lower Notch End Location



- Legend**
- Other Projects
 - Active Project
 - Junction
 - Station
 - Populations
 - Rare Species
 - Endangered Species
 - Areas of Natural or Scientific Interest
 - First Nations Reserves
 - Major Roads
 - Municipal Information
 - Line Section
 - Waterbodies
 - Ferry
 - Rail
 - Trail
 - Obs_End_The_1980

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10,000 Meters

**Ministry of Agriculture,
Food and Rural Affairs**

Office of the Minister

77 Grenville Street, 11th Floor
Toronto, Ontario M7A 1B3
Tel: 416-326-3074
Fax: 416-326-3083

**Ministère de l'Agriculture, de
l'Alimentation et des Affaires rurales**

Bureau du ministre

77, rue Grenville, 11^e étage
Toronto (Ontario) M7A 1B3
Tél. : 416 326-3074
Télééc. : 416 326-3083



January 30, 2017

His Worship Carman Kidd
Mayor
Temiskaming Shores
c/o dtreen@temiskamingshores.ca

Dear Mayor Kidd:

On behalf of the Ontario government, I am pleased to announce the launch of the renewed community-focused Rural Economic Development (RED) program. Applications are now being accepted for the program and the current intake will conclude on March 31, 2017.

As we have heard from our municipal partners, the RED program helps remove barriers to economic development for communities in rural Ontario. This program is designed to help rural communities become better positioned to attract investment, retain and create jobs, and sustain a highly skilled workforce.

The renewed RED program is part of a range of initiatives that address infrastructure, health care, education and other issues of importance to rural Ontario residents. The Ontario government supports rural communities by delivering on its commitment to create jobs, make economic growth more inclusive and ensure Ontario's growing economy delivers real benefits in the lives of workers and families.

Applications are welcome from rural communities, Indigenous communities and organizations, regions and not-for-profit organizations. While partnerships are not required, we are encouraging collaborative approaches to create more competitive and diverse rural and regional economies across the province.

For more information visit ontario.ca/REDprogram or contact the Agricultural Information Contact Centre (1-877-424-1300).

.../2

I look forward to working with you to help strengthen Ontario's rural economy, create jobs and make everyday life easier for rural Ontarians.

Sincerely,

Original signed by

Jeff Leal
Minister of Agriculture, Food and Rural Affairs



Good Things Grow in Ontario
À bonne terre, bons produits

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Tél. : 416 326-3074
Télééc. : 416 326-3083



Le 30 janvier 2017

Monsieur le Maire Carman Kidd
Temiskaming Shores

Cher Son Honneur monsieur,

J'ai le plaisir d'annoncer, au nom du gouvernement de l'Ontario, le lancement de l'édition renouvelée du Programme de développement économique des collectivités rurales (Programme DECOR), un programme axé sur les collectivités locales. Nous acceptons actuellement les demandes de subvention. Cette période de réception des demandes se termine le 31 mars 2017.

Nous avons bien entendu ce que nous ont dit nos partenaires municipaux : le Programme DECOR aide à supprimer les barrières au développement économique des collectivités rurales en Ontario. Il est conçu pour aider les collectivités rurales à être dans une meilleure situation pour attirer des investissements, conserver et créer des emplois, et maintenir une main-d'œuvre hautement qualifiée.

Le Programme DECOR renouvelé fait partie d'un éventail d'initiatives se rapportant à l'infrastructure, aux soins de santé, à l'éducation et à d'autres choses importantes pour la population rurale de l'Ontario. Le gouvernement de l'Ontario soutient les collectivités rurales en remplissant l'engagement qu'il a pris de créer des emplois, de rendre la croissance économique plus inclusive et de veiller à ce que l'économie en pleine croissance se traduise par des avantages concrets dans la vie des travailleurs et de leur famille.

Peuvent présenter des demandes les collectivités rurales, les collectivités et les organismes autochtones, les régions et les organismes sans but lucratif. Les partenariats ne sont pas requis, mais nous encourageons les démarches collaboratives qui créent des économies rurales et régionales plus diversifiées et plus concurrentielles partout dans la province.

Si vous désirez obtenir de plus amples renseignements, veuillez vous rendre au site Ontario.ca/programmeDECOR ou communiquer avec le Centre d'information agricole au 1 877 424-1300.

Je me réjouis à la perspective de collaborer avec vous pour aider à renforcer l'économie rurale de l'Ontario, à créer des emplois et à rendre plus facile la vie quotidienne des Ontariens ruraux.

Veillez agréer, Monsieur Kidd, l'expression de mes sentiments les meilleurs.

Le ministre de l'Agriculture, de l'Alimentation et des Affaires rurales,

Jeff Leal

FONOM

The Federation of Northern Ontario Municipalities

For immediate release:

FONOM Attends Rural Ontario Municipal Association Conference

February 1, 2017 – Kapuskasing, ON - The Federation of Northern Ontario Municipalities (FONOM) attended the Rural Ontario Municipal Association (ROMA) Conference, which was held as a standalone conference, the first in many years, on January 29-31, 2017 in Toronto.

FONOM met with members of the Provincial Cabinet to address several issues including the need to ensure Ontario Northland is considered a prominent partner within the Province's future transportation plans for Northern Ontario. FONOM once again raised concerns that energy costs have become unaffordable for residents, industry and municipalities. In addition to Ontario Northland and energy, railway rights-of-way property taxation, bear management, the non-urgent patient transfer system, the delivery of emergency services, and others were discussed.

FONOM also met with members of the PC Caucus and NDP Caucus as well as the Ontario Medical Association.

Delegates also attended information sessions and workshops on a number of important topics such as collaborative community partnerships, active transportation planning, and water and wastewater innovation.

"Municipal conferences such as ROMA provide an opportunity to meet with Ministers and MPPs and raise new issues as well as outstanding issues that we believe have not yet been appropriately addressed," says Mayor Alan Spacek of Kapuskasing and President of FONOM. "We received overall positive feedback and will hold the government to their commitments," continued Spacek.

-30-

For More Information:

Mayor Alan Spacek
President of FONOM
705 335 0001

Dear Mayor Carman Kidd,

My name is Jessica Gencarelli and I am the recipient of the City of Temiskaming Shores Bursary. I would like to express my heartfelt thanks for your generosity in providing this award.

I completed my undergraduate studies at Western University in Biological and Medical Science and now am currently in my second year at NOSM in Thunder Bay. I hope to pursue Family Medicine in the future. I am happy to have been selected as this year's recipient and it will significantly aid in helping to

decrease my debt and help to pay for my tuition.

I am extremely grateful for this award and again extend my sincerest thanks.

Yours Truly,

J. Gencarelli

Jessica Gencarelli

Ministry of
Transportation

Office of the Minister

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

Ministère des
Transports

Bureau du ministre

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



M2017-346

JAN 27 2017

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

Dear Mayor Kidd:

I am pleased to inform the City of Temiskaming Shores that funding for the Community Transportation Pilot Grant Program has been extended for an additional program year, from April 1, 2017 to March 31, 2018. This extended funding opportunity is open to all recipients of the pilot grant program so that their community transportation projects can continue.

Since the launch of the grant program in 2015, all grant recipients have implemented transportation initiatives that are improving transportation service in their communities. This includes providing better coordinated and more frequent service in underserved communities, including rural and remote areas, as well as providing transportation services to targeted groups, such as older citizens, persons with disability and low income families.

The extended funding is for the operating costs of the community transportation service undertaken, such as driver wages and vehicle maintenance, up to a maximum of \$50,000. You will receive a letter shortly from the Ministry of Transportation's Transit Policy Branch outlining the process to request funding and next steps. If you have any immediate questions, please contact Steven Ball, Director of Policy in the Minister's Office, 416-327-0806, Steven.Ball@Ontario.ca.

I want to express my appreciation for your participation in the pilot grant program and your municipality's continuing contribution to improving access to public transportation across the province.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Del Duca".

Steven Del Duca
Minister

1.0 CALL TO ORDER

The meeting was called to order at 6:02 p.m.

2.0 ROLL CALL

- Councillor Doug Jelly (Chair)
- Mayor Nina Wallace, Representative for the Town of Englehart, Township of Chamberlain, Township of Ewanturel, Municipality of Charlton-Dack, Township of Gauthier, Town of Larder Lake and Township of McGarry
- Mayor Tony Antoniazzi, Representative for the Town of Kirkland Lake
- Reeve Morgan Carson, Representative for the Township of Hilliard, Township of Harley, Township of Casey, Village of Thornloe, Township of Brethour, Township Of Armstrong, Township of James and Township of Matachewan
- Chris Oslund, City Manager
- Kelly Conlin, Director of Corporate Services (A)
- Louise Regan, Manager of Court Services

Regrets: Councillor Jeff Laferriere, City of Temiskaming Shores; Councillor Lois Perry, Representative for the Township of Coleman, Township of Harris, Municipality of Temagami, Town of Cobalt, Town of Latchford, Township of Kerns, Township of Hudson; Councillor Tom Barker, Representative for the Town of Kirkland Lake

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4.0 APPROVAL OF AGENDA

Recommendation POA 2017-001

Moved by: Tony Antoniazzi

Be it recommended that:

The Provincial Offences Advisory Committee agenda for the January 5, 2017 meeting be approved as printed.

CARRIED

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Moved by: Tony Antoniazzi

Recommendation POA 2017-002

Be it recommended that:

The Provincial Offences Advisory Committee minutes of the September 14, 2015 meeting be adopted as presented.

CARRIED

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7.0 NEW BUSINESS

7.1 2017 Budget Approval

Recommendation POA 2017-003

Moved by: **Morgan Carson**

Be it recommended that:

The Provincial Offences Advisory Committee hereby approves the 2017 POA Budget as presented as per Section 2 a) iv) of the Inter-municipal Service Agreement.

CARRIED

7.2 Conflict of Interest Policy

Recommendation POA 2017-004

Moved by: Nina Wallace

Be it recommended that:

The Provincial Offences Advisory Committee hereby endorses the Conflict of Interest Policy and further that the Committee directs the POA Manager to circulate the policy to each of the member municipalities of the Inter-municipal Service Agreement for adoption.

CARRIED

7.3 2016 Audit Timelines (Verbal Update)

Discussion:

Louise Regan provided the Committee with a verbal update in regards to the 2016 audit process.

7.4 Revised Apportionment

Discussion:

Christopher Oslund provided the Committee with the background and information presented for the revised apportionment for 2016 based on census population numbers.

7.5 Amendments to Inter-municipal Agreement

Recommendation POA 2017-005

Moved by: Tony Antoniazzi

Be it recommended that:

The Provincial Offences Advisory Committee hereby endorses the amendments to the Inter-municipal Agreement and further that the Committee directs the POA Manager to circulate the policy to each of the member municipalities of the Inter-municipal Service Agreement for adoption.

CARRIED

7.6 POA Statistics

Discussion:

The Committee was provided with POA statistics on charges from various sectors (MNR, OPP, MOE, etc.) from 2002-2016 for all the member municipalities of the Inter-municipal Service Agreement.

8.0 CLOSED SESSION

Recommendation POA 2017-006

Moved by: Tony Antoniazzi

Be it recommended that:

The Provincial Offences Advisory Committee convene in Closed Session at 6:30 p.m. to discuss the following matters under Section 239 (2) b):

- Personal matters about an identifiable Individual, including municipal or local board employee: Succession Planning – POA Manager

CARRIED

Recommendation POA 2017-007

Moved by: Nina Wallace

Be it recommended that:

The Provincial Offences Advisory Committee rise without report at 6:35 p.m.

CARRIED

9.0 NEXT MEETING

The Committee agreed to meet in late November 2017. Date to be determined.

10.0 ADJOURNMENT

Recommendation POA 2017-008

Moved by: Nina Wallace

Be it recommended that:

The Provincial Offences Advisory Committee meeting is adjourned at 6:36 p.m.

CARRIED

Temiskaming Shores Public Library Board

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

1. Call to Order

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

2. Roll Call

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

Regrets: Jeff Laferriere

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:

New Business d): Report BUILD-001-2016 Library Building priorities.

4. Adoption of the Minutes

Moved by: Danny Whalen

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, October 19, 2016 as amended.

Carried.

5. Business arising from Minutes

- a. Inquiry about the discussion with The Temiskaming Foundation about the variance clause from Robert Dodge who was absent in October. The board chair updated everyone on the discussion and motion.

6. Correspondence

- a. From: Eleanor McMahon, Minister—Ministry of Tourism, Culture and Sport

Re: Internet Connectivity Fund concerns.

Reference: Information

- b. From: Holly Cunningham, Executive Director—Near North Mobile Media Lab

Re: Changes to Youth Lead position wages and timeline

Reference: Information.

7. Secretary–Treasurer’s Report

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

Buildings and Equipment:

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

Public Access Multipoint Server software was upgraded in both branches of the library to run more efficiently, download updates more efficiently, run Windows 10 operating system and make the access points easier to manage. Because of our TechSoup membership the upgrade only cost the Library \$44.

New Liskeard Branch: The roof has been completed, and a new door handle installed. The bike rack has been re-installed a few inches further from the building so that people can put their bikes in it properly. We have marked the spots for the new security cameras, and they will be installed within the next few weeks.

Business:

Accreditation Audit for East Ferris Public Library has been tentatively scheduled for Thursday, November 25. This will be an all expenses paid trip to help Ontario Library Service North staff member André Lepine with an audit for the Accreditation Council.

Community Foundations Canada CFC150 Fund application: The library was notified that they are successful in the application of \$1500 to the CFC150 fund. This is a matching grant and has been budgeted in the 2017 budget. Programming will start at the end of January to celebrate Canada's 150 anniversary!

CJTT Christmas Wish has asked me to co-host on Thursday, November 17 from 1-3.

Community Hubs Group: The group is looking into public consultation via town hall meetings and focus groups. The next meeting will be held in November.

Conseil des Arts Temiskaming Arts Council: I attended a meeting on Tuesday, November 1. The group has filed for incorporation and will be making a presentation to municipal council on November 15.

Digital Creator North (Near North Mobile Media Lab Trillium project): We are still waiting for NOHFC approval, and the Near North Mobile Media Lab has sent a letter updating the timelines for the project. They are planning another site visit for the end of November, weather permitting. We have started moving some shelving in anticipation of setting up the spaces in both branches of the library.

Haileybury Beautification Committee: I attended a Haileybury Beautification Committee meeting on Tuesday, November 1. The Committee is raising funds to purchase new Christmas decorations for downtown Haileybury and to keep the Night of Lights festival on Friday, November 18 going. They would also like to beautify the downtown in the summer to keep the community looking attractive and possibly start up a summer festival in Haileybury again.

Haileybury Branch Friends of the Library Group: The Friends of the Haileybury Branch Library have decided to disband. The group began proceedings for disbandment at its November 1, 2016 meeting. The groups remaining funds will be transferred to the Temiskaming Shores Public Library to be used for technology upgrades at the Haileybury Branch of the library. The interest for the Haileybury Public Library Fund held at The Temiskaming Foundation will be transferred to the Temiskaming Shores Public Library Board. The group hopes to be able to close the bank account by the end of the year and revoke its charitable status in 2017.

National Child's Day: The librarian from Earlton and I will be setting up a table to promote library services at the National Child Day Celebration in Earlton on Saturday, November 19 from 9:00 a.m. until noon.

Ontario Library Capacity Fund Research and Innovation grant—Library value study: I took part in a teleconference meeting on October 25. The consultants were asking the group for help in identifying indicators to help measure the intangible benefits of library services such as social inclusion, provision of health information, the availability of local history collections, and the value of cultural and children's events. The group identified some measurable indicators that may help to measure the value of these services. There will be a site visit at Temiskaming Shores on November 10, 2016.

Public Library Operating Grant: Notification of successful application and filing of the annual report was sent on October 21. The funds have been transferred into the Library Board's Scotiabank account.

Volunteers: There are three high school volunteers logging their forty hours of community service hours at the New Liskeard Branch this term, and two confirmation volunteers logging seven hours each for their confirmation requirement. The volunteers perform tasks that are not completed by staff members, such as counting puzzle pieces, cleaning the outside covers of books, cleaning DVDs, helping with programming materials and other duties as assigned by the Library Clerks.

Programming:

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

Gadget Help to the Extencicare
Bi-weekly visits by a staff member continue this fall.

Life Skills visits at the New Liskeard Branch
The Life Skills group continues to visit every Wednesday for a storytime and craft activity.

Gadget Helper at both branches of the library
Thursdays, book a one-on-one time.

Temiskaming Shores Public Library Online Book Club
A book club from the comfort of your home. Participants work on their own timeline and comment whenever they can find some time. This month's book is *Small Great Things*, by Jodi Picoult.

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.

Preschool Storytime Winter Session at the New Liskeard Branch

This program will take place twice a month on Wednesdays from 11:15 a.m. until 11:45 a.m. at the New Liskeard Branch Library throughout the winter months.

La Leche League Meetings at the New Liskeard Branch

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

Beginner's Crochet at the New Liskeard Branch

Caroline Rachwalski of "Straight from the Hook, Crochet by Caroline" will be offering a Beginner's Crochet class on Tuesdays at the New Liskeard Branch library, starting on Tuesday, November 22 for 4 weeks until December 13.

Collège Boréal Information Session at the New Liskeard Branch

Anne-Marie Copland from Collège Boréal will be setting up an information session for the classes and computer and tablet help sessions available at the college on Friday, November 25 from 12:30-4:00 p.m.

Storytime with an Author at the New Liskeard Branch

Author Lorriane Hacquard will present her children's book "Grease-Greasy, the little straw man" during Village Noel activities on Saturday, November 26. Lorraine spent her childhood on the family farm near Thornloe and grew up in the tradition of oral storytelling which lead to her love of writing and folktales. There will be two readings, one in English at 10:30 a.m. and one in French at 11:30 a.m. For families with children aged 3 to 8 years old.

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

The Temiskaming Shores Public Library, in partnership with the Timiskaming Health Unit, is offering Nordic Walking Pole sets for loan. A fun activity for all ages and fitness levels and great for year round use.

Finances and Statistics

The Board reviewed the financial and statistical reports provided by the CEO. Scotiabank financial reports from January to October were circulated for information.

There was an inquiry at the October meeting regarding the statistics for circulation of microfilms and how they are calculated. The CEO has determined that the circulation statistics for microfilms are calculated for each microfilm that is used by a patron outside of the New Liskeard library branch.

There was discussion regarding the financial report and year-end budget estimates. The CEO estimates that the operating expenses and revenues will be in line with 2016

estimates. The Salaries and Wages budget lines may be over because of contractual obligations.

8. Committee Reports

- a. **Finance and Property Committee:** Nothing to report.
- b. **Planning, Personnel, Policy and Publicity Committee:** Nothing to report
- c. **Building Committee:** The board chair reported on the Library Building Committee meeting of November 16, 2016. The report on the New Liskeard Library building parapet has come back, with a recommendation that the wall be repaired as soon as possible at considerable cost. The Library Board discussed the shortcomings of the current library building in New Liskeard, and the fact that two of the main populations the library serves, seniors and families with small children, find it difficult to use the branch because of inaccessibility. As well, there are many shortcomings in the electrical system and space that make it difficult for the library to deliver the technology services needed in the community. The discussion included the fact that to upgrade the current building may cost in the hundreds of thousands of dollars, while the building is not currently meeting the needs of the library service. The Board came to the agreement that considering the fact that the building is over 100 years old and the limestone has become considerably deteriorated around the parapet and presumably is deteriorating elsewhere in the building envelope, according to the building condition study the building is not stable and is actually sinking because of the soil on which it is built and the fact that the space and accessibility needs of the library service are no longer being met by the current building, the funds that would be needed to upgrade the building may be better spent retrofitting another existing building or building a new building. The Board further agreed to the recommendations brought forward by the Library Building Committee.

Motion #2016-35

Moved by: Robert Dodge
Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board accepts the Library Building Committee's recommendation as set out in Recommendation LIB-2016-014.

Carried.

Motion #2016-36

Moved by: Roger Oblin
Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts the Library Building Committee's recommendation as set out in Recommendation LIB-2016-015 as follows: That the Library Board and Council consider a new location/facility for the New Liskeard Branch of the Temiskaming Shores Public Library, and further that a public meeting be scheduled early in 2017 to discuss the current library facility condition reports and future delivery of library services in the Community.

Carried.

9. New Business

a. Report LIB-015-2016 Workplace Inspections.

For information.

b. Report of Council Budget meeting of November 8, 2016. The board chair reported on the budget meeting. The library's budget was well received.

c. Friends of the Haileybury Branch Library dissolution. Discussion regarding the dissolution of the Friend's group, which will happen in 2017.

d. Report BUILD-001-2016 Library Building Priorities.

For information. The board asked the CEO to number the priorities.

10. Plan, Policy and Bylaw Review

a. Policy review: Child-2: Teen Services

The plan was reviewed and amended by the board.

Motion #2016-37

Moved by: Brenda Morissette
Seconded by: Danny Whalen

Be it resolved that the Temiskaming Shores Public Library Board accepts library policy: Child-2 “Teen Services” as amended by the Board.

Carried.

b. Policy review: Per 11: Benefits, Deductions and Holidays

The plan was reviewed and amended by the board.

Motion #2016-38

Moved by: Roger Oblin
Seconded by: Robert Dodge

Be it resolved that the Temiskaming Shores Public Library Board accepts library policy: Per-2 “Benefits, Deductions and Holidays” as amended by the Board.

Carried.

11. Adjournment

Motion to adjourn by Danny Whalen at 8:30 p.m.

Chair – Donald Bisson

Temiskaming Shores Public Library Board

Informational Meeting Minutes
Wednesday, December 21, 2016
7:00 p.m. at the Haileybury Branch

1. Call to Order

Meeting called to order by Chair Donald Bisson at 7:20 p.m. This meeting is an informational meeting as quorum was not achieved.

2. Roll Call

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

Regrets: Danny Whalen, Robert Dodge and Jeff Laferriere

Members of the Public: 0

3. Adoption of the Agenda

Additions to the Agenda:

Correspondence d): From The Temiskaming Foundation.

4. Adoption of the Minutes

Deferred until the January meeting

5. Business arising from Minutes

a. No business arising.

6. Correspondence

a. From: Jean-Claude Carrière—Agent de développement communautaire,
Association Canadienne-Française de l'Ontario

Re: Brunch des organismes.

Reference: Information

b. From: Michael Gravelle, MPP, Chair—Northern Ontario Heritage Fund

Re: Approval of NOHFC grant application

Reference: Information.

c. To: Reeve and Council—Township of Hilliard

Re: Contract for library services

Reference: Information

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

Re: Approval of Community Foundations Canada 150 grant application

Reference: Information

7. Secretary–Treasurer's Report

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

Buildings and Equipment:

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

Equipment: The Friends of the Haileybury Branch Library have donated the remainder of their bank account to the Temiskaming Shores Public Library for technology improvements at the Haileybury Branch. There are enough funds to purchase one computer and two large monitors, one for a public access computer and one for the

circulation desk at the Haileybury Branch. The Friends closed their account and the funds of \$1109.09 have been deposited and the equipment purchased.

Business:

Accreditation Audit for East Ferris Public Library has been tentatively re-scheduled for Thursday, December 15. This will be an all expenses paid trip to help Ontario Library Service North staff member André Lepine with an audit for the Accreditation Council.

Community Hubs Group: a meeting was held on Friday December 2 to discuss the public consultation meetings.

Conseil des Arts Temiskaming Arts Council (CATAC): On December 6 Temiskaming Shores Council agreed to give the leftover funds from the Cultural Planning project to CATAC—around \$9000 in each of 2017 and 2018 and about \$5000 in 2019. The group will be meeting in January to discuss the action plan for implementing the Cultural Plan objectives.

Digital Creator North (Near North Mobile Media Lab Trillium project): We were successful in the NOHFC grant application and are starting to advertise the position. Kelly Conlin from the city, myself and two representatives from the Near North Mobile Media Lab will be doing interviews on February 3.

Donations:

An enthusiastic user of the nursing home outreach program has passed away. The family of Estelle Delay has requested that any donations in her memory be made to the New Liskeard Public Library. Perrin Funeral home has contacted the library and we have agreed to issue charitable donation receipts for donations.

Another donation of a number of letters dating back to the early 20th century has been made to the library from Colleen O'Shea of Guelph, Ontario. Ms. O'Shea contacted me in June wondering if the library would want a collection of letters and other memorabilia written by an early pioneer of New Liskeard. Her name was Elsie Dowzer and she was on the Library's first Board of Directors, also served as Librarian and School Teacher from 1898 -1900. The collection has been valued at around \$2700 and we will issue a receipt to Ms. O'Shea upon receipt of the collection, which will be in mid January.

There was discussion on the digitization of the collection. Roger Oblin volunteered to investigate the possibility of scanning using a scanner he owns. The CEO will investigate ways of storing the files on the city server to make it accessible to the public.

Employee Evaluations: Most everyone has filled out their evaluations and we will be scheduling meetings in January.

Haileybury Branch Friends of the Library Group: The bank account has been closed and the next step will be to file the 2016 tax return. After that is done the group can apply to have the charitable status revoked.

Ontario Library Capacity Fund Research and Innovation grant—Library value study: Nordik has several more site visits and then will begin compiling the data from the sites into the toolkit.

Volunteer statistics:

The student volunteer program is going very well. There is an intake in the Fall, Winter and Spring, and the applicants are screened and trained in the jobs they choose. Then they log hours in a guided and supervised environment. It is excellent preparation for applying for a first job—these young people, most of whom are 14 and 15 years old, are being trained on how to behave in a workplace and how to be responsible for tasks.

Number of high school volunteers who have been accepted in the program in 2016: 15
Total number of volunteer hours completed to date by these students: 260

Total number of elementary school volunteers: 5 (all confirmation candidates)
Total number of hours completed to date: 30

Total number of Adult volunteers: 8 (3 for book sale, 3 for bi-weekly manor visits, 2 drop in).

Programming:

Visits to the Extendicare, Lodge and Manor nursing homes to exchange books

Ongoing on Fridays and Saturdays by staff members and volunteers.

The total number of participants in the nursing home visits to date is 317 people: 120 at the Lodge, 127 at the Extendicare, and 70 at the Manor.

Gadget Help to the Extendicare

Monthly visits by a staff member continue this winter.

Life Skills visits at the New Liskeard Branch

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

Gadget Helper at both branches of the library

Thursdays, book a one-on-one time. This popular program is often booked a month in advance.

Temiskaming Shores Public Library Online Book Club

A book club from the comfort of your home. Participants work on their own timeline and comment whenever they can find some time.

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.

Christmas Craft Program at the New Liskeard Branch of the Library

Saturday, December 17. Two sessions one for ages 4-6 and one for 7-12.

Preschool Storytime Winter Session at the New Liskeard Branch

This program takes place twice a month on Wednesdays from 11:15 a.m. until 11:45 a.m. at the New Liskeard Branch Library throughout the winter months.

Beginner's Crochet at the New Liskeard Branch

Caroline Rachwalski of "Straight from the Hook, Crochet by Caroline" will be offering a Beginner's Crochet class on Tuesdays at the New Liskeard Branch library, starting on Tuesday, November 22 for 4 weeks until December 13.

La Leche League Meetings at the New Liskeard Branch

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

Snowshoes for rent at the Haileybury Branch Library!

The Temiskaming Shores Public Library, in partnership with the City of Temiskaming Shores Recreation Department and the Healthy Kids Community Challenge, is offering snowshoes for rent at the Haileybury Branch Library. Come in to pick up a few pairs for the family to try out this great outdoor winter activity! A \$20.00 cash deposit per pair is required.

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

The Temiskaming Shores Public Library, in partnership with the Timiskaming Health Unit, is offering Nordic Walking Pole sets for loan. A fun activity for all ages and fitness levels and great for year round use.

Finances and Statistics

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

There was discussion regarding the financial report and year-end budget estimates. The CEO estimates that the operating expenses and revenues will be near 2016 estimates. The Salaries and Wages budget lines may be over because of contractual obligations.

8. Committee Reports

- a. **Finance and Property Committee:** Nothing to report.
- b. **Planning, Personnel, Policy and Publicity Committee:** Nothing to report
- c. **Building Committee:** Nothing to report.

9. New Business

a. Report LIB-016-2016 Workplace Inspections.

For information.

b. Board meeting schedule for 2017.

For information.

c. PFC memberships for board members. Deferred to next meeting.

10. Plan, Policy and Bylaw Review

- a. Merry Christmas! No policy to review this month.

11. Adjournment

Adjournment at 8:20 p.m.

Chair – Donald Bisson

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

Thursday, December 15th, 2016
Council Chambers, Township of Armstrong
Earlton, Ontario

Attendance: Dominique Nackers, Marc Robillard, Doug Metson, Barbara Beachey,
Pauline Archambault, Carman Kidd, Morgan Carson, Bryan McNair, Harold Cameron,
Sheila Randell

Guests : Darlene Wroe

Regrets : Charlie Codd, Ron Vottero

Absent : Ken Laffrenier, Debbie Veerman, James Twp. Rep.

1. Welcome - Meeting called to order

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the meeting of December 15th, 2016 be called to order at 7:00 p.m. by Vice-Chairman, Marc Robillard.

Carried

2. Approval of Agenda

Moved by: Bryan McNair

Seconded by: Doug Metson

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

Carried

3. Minutes of last Meeting

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the Minutes of the meeting held November 17th, 2016 be adopted, with addition of Guests present."

Carried

4. Errors or Omissions

There were no errors or omissions.

5. Business Arising from the Minutes

None

6. Closed Session

No closed session.

7. Committee Reports

(i) Finance Committee

Moved by: Bryan McNair

Seconded by: Doug Metson

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

Carried

Moved by: Barbara Beachey

Seconded by: Pauline Archambault

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

Carried

(ii) Property and Maintenance Committee Report

No Report

(iii) Human Resources Committee

No Report

8. Correspondence

Moved by: Dominique Nackers

Seconded by: Marc Robillard

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

Carried

Moved by: Dominique Nackers

Seconded by: Marc Robillard

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

Carried

9. Manager's Report

Moved by: Pauline Archambault

Seconded by: Barbara Beachey

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

Carried

Moved by: Dominique Nackers

Seconded by: Marc Robillard

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

Carried

10. Chairman's Remarks/Report

There was not report, however, Marc Robillard did bring to the Board's attention the passing of Linda Coté, who served as secretary for the Board for many years. He stated that her commitment to the Airport was very much appreciated.

11. Any Other Business:

Question arose concerning Town of Cobalt outstanding amount on the A/R, and was agreed that Ron Vottero should be consulted on this.

Regarding bigger fuel tanks, Harold is to go ahead and get prices, but purchasing these tanks would have to wait until the Airport Authority takes over.

Harold advised that the Flight School has requested that the Airport keep Runway 16/34 (gravel runway) open during the winter months. After much discussion, it was agreed the Airport could accommodate this, but at an extra cost to the Flight School.

Question arose regarding the owners of the hangar, if they were to bring in their own fuel trucks, who is liable if there was a spill? Does the hanger have liability insurance?

Discussion was held regarding the Flight School. They are currently paying full price for their fuel (by VISA), but have not come to an agreement on landing fees.

WHEREAS the Flight School has started teaching at the Earleton-Timiskaming Regional Airport;

BE IT RESOLVED THAT "the Joint Municipal Services Board (MSB) charge a flat rate of \$1,000.00 (plus HST) per month to cover all landing fees for the Flying School from December 1, 2016, to May 30, 2017, at which time rate will be renegotiated."

Carried.

12. Adjournment

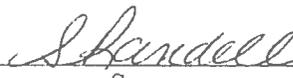
Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "this meeting be adjourned - 8:24 p.m.. The next meeting will be held January 19th, 2017 at 7:00 p.m. at Armstrong Council Chambers.

Carried


Chair

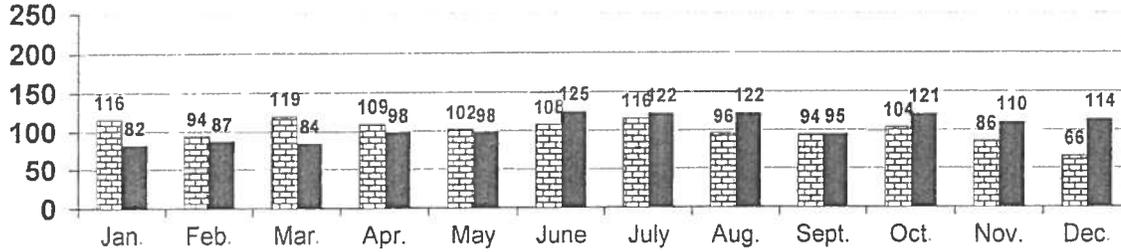

Secretary

**EARLTON-TIMISKAMING REGIONAL
AIRPORT
DECEMBER 2016**

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$6,263	\$138,407
Operations	\$12,430	\$306,395
	<hr/> \$18,693	<hr/> \$444,802
 <u>EXPENSES</u>		
Fuel	\$4,910	\$96,888
Operations	\$29,595	\$302,075
Capital Expenses		
	<hr/> \$34,505	<hr/> \$398,963
 <u>NET PROFIT/LOSS</u>		
Fuel	\$1,353	\$41,519
Operations	-\$17,165	\$4,320
Capital Expenses		
	<hr/> -\$15,812	<hr/> \$45,839
 <u>FUEL INVENTORY - JET A1</u>	\$ 4,243	
<u>FUEL INVENTORY - AVGAS</u>	\$ 2,812	
<u>FUEL INVENTORY - DIESEL</u>	\$ 2,212	

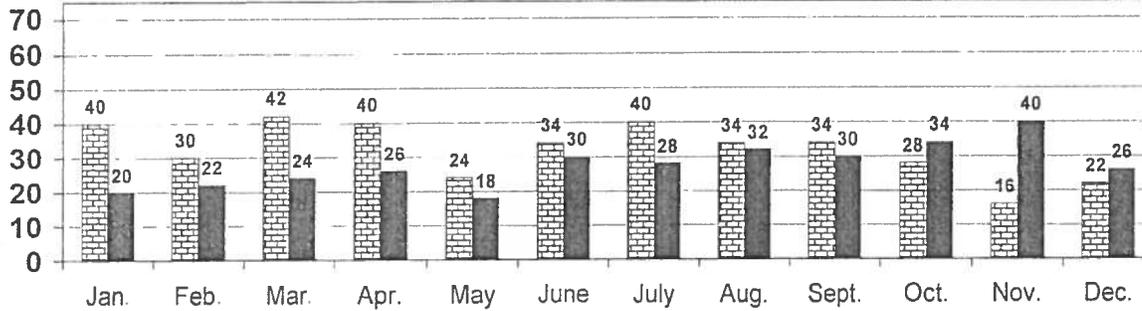
Air Carriers Movements

2015
2016



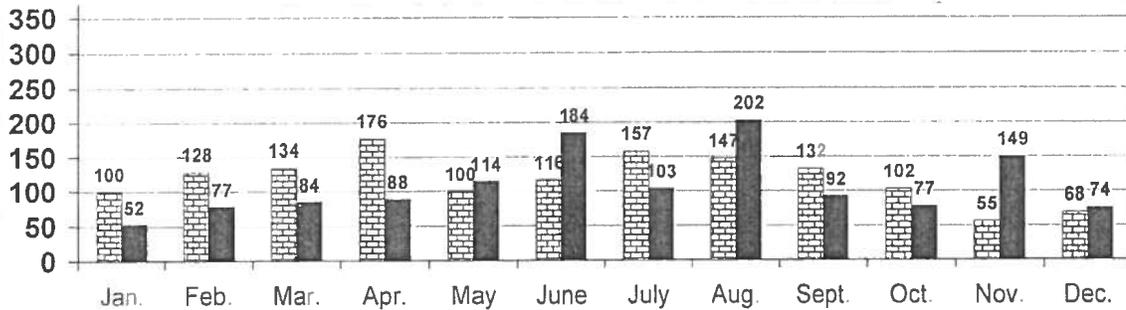
Air Ambulance Movements

2015
2016



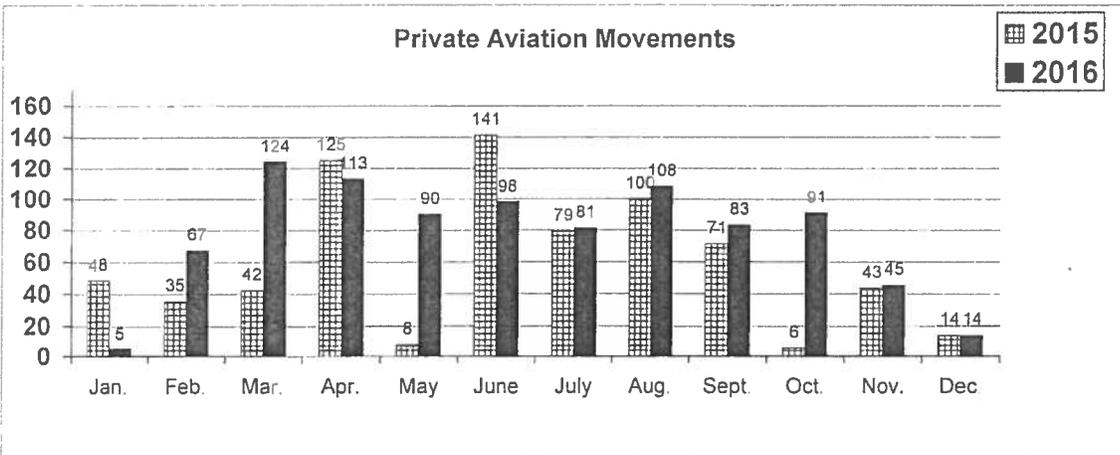
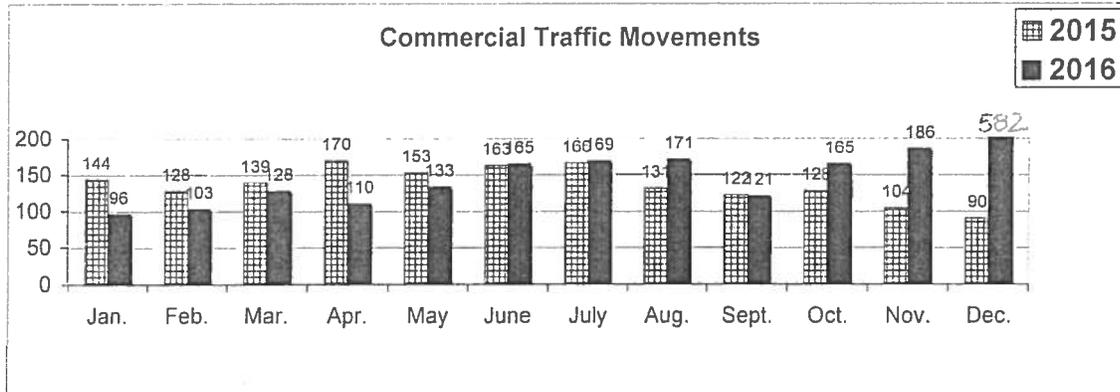
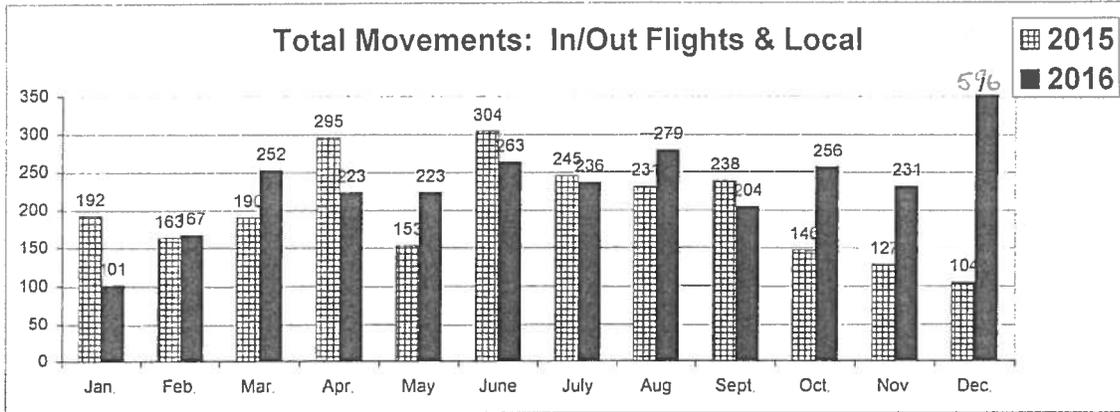
Pgrs. via Air Charter

2015
2016



ANNUAL AIRCRAFT MOVEMENTS

AS OF DECEMBER 31, 2016



MANAGER'S REPORT DECEMBER 2016

Fuel Sales:

Avgas sales in December (2102 litres) were higher than any December since we started keeping records in 2004. Jet fuel sales (1869 litres) were higher than last year for the same month as well. This puts the total monthly fuel sales for other clients above any December previously recorded since the main tenant left the large hangar.

Flight Training Unit (FTU):

The FTU has started operating at our Airport as you can see in the huge increase in commercial movements indicated in the bar graph for Aircraft Movements. Commercial movements are 582 versus 90 for the same time last year. As the days get longer, and if another training aircraft is brought in, we would anticipate an increase in these numbers.

An invoice was sent to the FTU for the flat rate for landing fees that was decided at the last MSB meeting. I received a response that is filed in correspondence, and I invited the FTU to bring a representative to the next meeting to discuss their concerns.

Harold Cameron
Earlton-Timiskaming Regional Airport Manager

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

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$10,057	\$10,057.00
Casey	374	\$2,973	\$2,973.00
Chamberlain	346	\$2,751	\$2,751.00
Charlton and Dack	670	\$5,327	\$5,327.00
Cobalt	1103	\$8,769	
Coleman	531	\$4,221	\$4,221.00
Englehart	1546	\$12,291	\$12,291.00
Evanturel	464	\$3,689	\$3,689.00
Harley	526	\$4,182	\$4,182.00
Hilliard	227	\$1,805	\$1,805.00
Hudson	457	\$3,633	\$3,633.00
James	474	\$3,768	\$3,768.00
Temiskaming Shores	10125	\$80,494	\$80,494.00
Thornloe	110	\$875	\$875.00
Total Contributions	18218	\$144,833	\$136,066.00

Donation

Kerns	349	\$2,775	\$2,775.00
Total Contributions		\$147,608	\$138,841

As of December 30, 2016



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on December 7, 2016 at 6:30 P.M.

New Liskeard – Timiskaming Health Unit Boardroom

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

2. **ROLL CALL**

Board of Health Members

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Sherril Louttit	Provincial Appointee
Jesse Foley	Municipal Appointee for Temiskaming Shores
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe (<i>teleconference</i>)
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Twp of Coleman
Jean-Guy Chamailard	Municipal Appointee for Town of Kirkland Lake
Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Maria Overton	Provincial Appointee
Mike McArthur	Municipal Appointee for Temiskaming Shores

Regrets

Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Kathleen Bougie	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier

Timiskaming Health Unit Staff Members

Dr. Marlene Spruyt	Medical Officer of Health/Chief Executive Officer
Randy Winters	Director of Corporate Services
Kerry Schubert-Mackey	Director of Community Health
Rachelle Côté	Executive Assistant

3. **APPROVAL OF AGENDA**

MOTION #80R-2016

Moved by: Tony Antoniazzi

Seconded by: Merrill Bond

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on December 7, 2016, as presented.

CARRIED

4. **DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None.

5. **APPROVAL OF MINUTES**

MOTION #81R-2016

Moved by: Jesse Foley

Seconded by: Mike McArthur

Be it resolved that the Board of Health approves the minutes of its regular meeting held on November 2, 2016, as presented.

CARRIED

6. **BUSINESS ARISING**

None

7. **2017 PUBLIC HEALTH & RELATED PROGRAM BUDGET**

MOTION #82R-2016

Moved by: Jesse Foley

Seconded by: Sue Cote

Be it resolved that the Board of Health approves the 2017 Public Health & Related Programs Budget as presented.

CARRIED

8. **REPORT OF THE MEDICAL OFFICER OF HEALTH/CHIEF EXECUTIVE OFFICER**

MOTION #83R-2016

Moved by: Merrill Bond

Seconded by: Mike McArthur

Be it resolved that the Board of Health accepts the report of the Medical Officer of Health/Chief Executive Officer as distributed.

CARRIED

9. **FINANCE SUB-COMMITTEE UPDATE**

The Finance Sub-Committee minutes of October 27, 2016, were distributed for information.

10. NEW BUSINESS

Information regarding nutritious food costs for low-income residents was distributed. Health units are continuing to advocate and are requesting the ministry to provide a guaranteed funding rate for low-income families. A 3-year pilot project in chosen locations is being considered in effort to address some of the current issues.

11. CORRESPONDENCE**MOTION #84R-2016**

Moved by: Tony Antoniazzi

Seconded by: Merrill Bond

The Board of Health acknowledges receipt of the correspondence for information purposes;

- Peterborough Public Health
Letter to Health Canada to express support for the government's consideration to commercial marketing restrictions to prevent part of childhood obesity, allow children to grow up without negative influences and support interventions that would limit on the advertising of unhealthy food and beverages.
- Peterborough Public Health
Letter to Ministers to request consideration to continue provincial monitoring of food insecurity rates, ensure all households have sufficient income and recommend that Nutritious Food Costing be used to determine Social Assistance Rates.
- Algoma Public Health
Resolution #2016-94 to continue to support staff in their alignment of "Provincial Marijuana Collaborative" on cannabis with the purpose of forwarding the public health recommendations to the Federal Task Force reviewing the legalization, enforcement and regulation.
- Grey Bruce Public Health
Motion #2016-97 to endorse the correspondence from the Peterborough Public Health regarding the HPV/Immunization Program Funding.
- The Regional Municipality of Durham
-Motion to endorse the correspondence from the Peterborough Public Health regarding the HPV/Immunization Program Funding.
-Motion to endorse the correspondence from the Peterborough Public Health regarding Lyme Disease.
- Sudbury & District Health Unit
Resolution #50-16 to commend the provincial government on taking steps to investigate basic income for reducing poverty and to request that social assistance rates be increased to reflect the actual cost of nutritious food.
- Grey Bruce Health Unit
Letter to the Ontario Public Health Standards Modernization Committee to recommend that the MOHLTC adopt the "Health in all Policy" approach when reviewing the OPHS. The evidence-based approach will assist public health leaders in integrating considerations of health, well-being and equity during the development, implementation and evaluation of policies and services.
- Peterborough Public Health
Letter to MOHLTC to encourage the Ministry to support the adoption of Bill 5 – The Greater Access to Hepatitis C Treatment Act, ensuring individual in Ontario with hepatitis C to

receive treatment upon the recommendation from their physician, no matter what stage their disease is in. An individual will no longer have to wait and let their liver deteriorate before receiving lifesaving treatment.

CARRIED

Audrey Lacarte disconnected from the meeting at 7:05 p.m.

12. **IN-CAMERA**

MOTION #85R-2016

Moved by: Jean-Guy Chamaillard

Seconded by: Maria Overton

Be it resolved that the Board of Health agrees to move in-camera at 7:05 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (November 2, 2016)
- b. Identifiable Individuals

CARRIED

13. **RISE AND REPORT**

MOTION #86R-2016

Moved by: Jesse Foley

Seconded by: Jean-Guy Chamaillard

Be it resolved that the Board of Health agrees to rise with report at 7:31 p.m.

In-Camera Minutes

MOTION #87R-2016

Moved by: Mike McArthur

Seconded by: Tony Antoniazzi

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on November 2, 2016, as presented.

ACTING MOH AGREEMENT

MOTION #88R-2016

Moved by: Tony Antoniazzi

Seconded by: Jean-Guy Chamaillard

Be it resolved that the Board of Health approve Randy Winters to negotiate the agreement details with Dr. Alex Hukowich, effective immediately.

ACTING MOH COVERAGE

MOTION #89R-2016

Moved by: Merrill Bond

Seconded by: Sherri Louttit

Be it resolved that the Board of Health approves the appointment of Dr. Alex Hukowich as Acting Medical Officer of Health for the Timiskaming Health Unit, upon satisfactory negotiations, effective January 1, 2017.

ACTING CHIEF EXECUTIVE OFFICER

MOTION #90R-2016

Moved by: Jesse Foley

Seconded by: Maria Overton

Be it resolved that the Board of Health approves the appointment of Randy Winters as Acting Chief Executive Officer, effective January 1, 2017.

CARRIED

14. **DATES OF NEXT MEETINGS**

The next Board of Health meeting is scheduled for January 25, 2017, in Kirkland Lake.

15. **ADJOURNMENT**

MOTION #91R-2016

Moved by: Tony Antoniazzi

Seconded by: Sue Cote

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:33 p.m.

CARRIED

Carman Kidd, Board Chair

Rachelle Cote, Recorder

Report to the Board of Health



Q4 Board Report

January – December 2016

Prepared by the Management Team

HUMAN RESOURCES UPDATE

Randy Winters

RECENT NEW HIRES

- **Chief Building Officer**, Casual, District-Wide (Jan 1 – Dec 31.17)
- **Analyst-Research-Planning & Policy**, Permanent, Full-Time, NL (Jan.30.17)

RESIGNATION

(since last report)

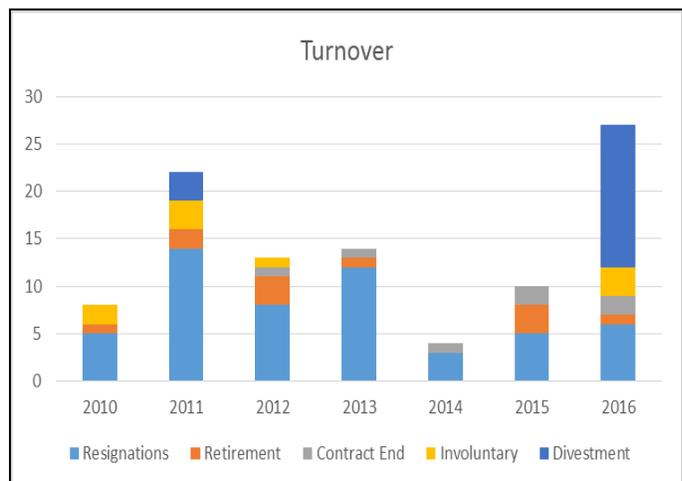
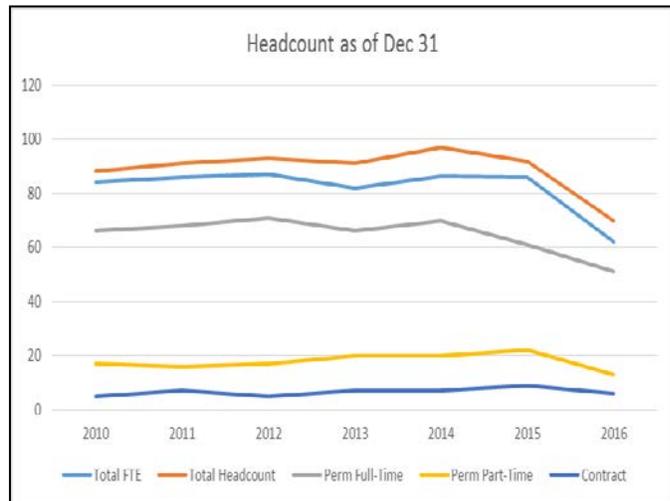
- None

RETIREMENT

- None

CURRENT VACANCIES

- MOH/CEO



COMMUNITY HEALTH

Kerry Schubert-Mackey

SCHOOL HEALTH

In Q4, the school team had over 385 interactions with schools (261 elementary, 117 secondary, 7 post-secondary) to support programs and relationship building. This excludes programs implemented by other staff e.g. dental/oral health. Activity highlights include:

- Delivered playground activity leader training at several schools and supported 6 schools with implementing the program.
- Hosted an interactive booth covering a range of healthy living topics at a mental health symposium at KLDCS (reach = 225 students).
- Accompanied 4 secondary school youth tobacco champions (representing 2 schools) to the NE tobacco prevention summit. Also continued to support Youth Tobacco Prevention Champions in all secondary schools.



- Delivered 2 PARTY programs (ESCSM and TDSS) reaching 46 youth and involving over 6 partner groups.
- **New** - Began to connect with schools and develop a workplan to support/coordinate the Northern Fruit and Vegetable Program for schools which the Ministry will be expanding across Northern Ontario.
- Provided information for schools re: revised Student Nutrition Program Guidelines.

- Supported 11 schools with healthy eating projects as part of BrightBites. This includes collaborating with the Healthy Kids Community Challenge Sip Smart campaign. Also supported 2 schools to run Freggie Friday program for grades 1-6.
- Presented on healthy eating and menu planning to KL Northern College students (n=25) & met with student council to discuss potential nutrition



activities.

- Began delivery of Roots of Empathy program at 2 elementary schools.
- Held over 30 school immunization clinics (including influenza) and 16 healthy relationship clinics at secondary schools.

Preventing Falls Among Older Adults –Stay On Your Feet (SOYF). This topic area receives March year end funding from the NE LHIN (Stay on Your Feet). The following are some program highlights:

- Hosted a booth and distributed resources at 3 health fairs: Age Friendly Fair Temiskaming, Golden Age Expo Kirkland Lake and the Diabetes Expo Temiskaming; reaching 125, 86 and 343 people respectively.

- Shared 3 story board presentations at the NE Ontario Fall Prevention Conference in Sudbury (180 attended of which 20 were from Timiskaming).
- Supported senior volunteers in peer education re: Home Safety at 7 THU community flu clinics (400 resources distributed).
- Participated in sharing information with NE Family Health Teams re: local collaborative project with FHTs to screen and assess for risk of falling in patients 65+. Also participated in an evaluation focus group for this project.
- Hosted a refresher training for local facilitators offering the Stand Up exercise and education program (6 attended).
- Finalized a research report on mobile fall prevention clinic (multifactorial fall risk assessment) and shared with regional SOYF coordinator with the NE LHIN.
- Provided ongoing support at Temiskaming Shores City Hall for Age Friendly Community planning, implementation, and evaluation. Supported the Age Friendly Fair, focus testing and editing of a community services guide for older adults, and supported steering committee meetings. Also met with Town of Kirkland Lake staff re: Age Friendly community planning and confirmed commitment to support this committee.

Road Safety & Substance Misuse Prevention

- In addition to ongoing planning and work with community coalitions/committees, several awareness activities occurred during Q4. See “Q4 Communication” highlights below.

Physical Activity, Healthy Eating, Healthy Weights (Includes Diabetes Prevention Project Funding)

- Presented on NutriSTEP to THU dental staff and St. Patrick School staff as part of Fair Start pilot and submitted materials to include in all JK registration packages.
- Prepared a BOH briefing and resolution supporting taxation on sugar sweetened beverages. This resolution was subsequently endorsed by the City of Temiskaming Shores council.
- Prepared 2016 Nutritious Food Basket (NFB) report and refreshed the NFB infographic.

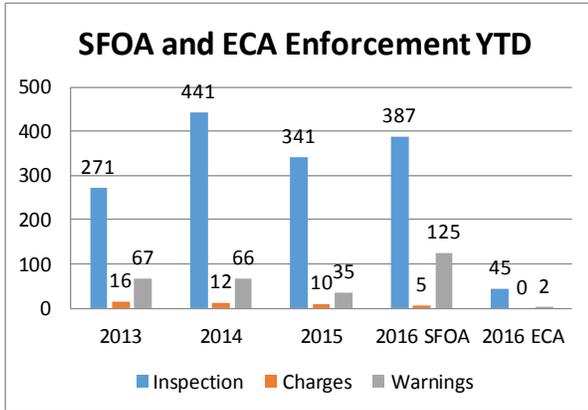
- Delivered nutri-eSCREEN at 4 THU flu clinics; reaching 44 older adults.
- In partnership with the Healthy Kids Community Challenge, we hosted a booth at the Diabetes Expo in New Liskeard. Information was shared re: choosing water and the sugar content in various beverages (343 participants).
- Delivered 3 presentations on healthy eating for Youth Job Connect at Employment Options (2 Kirkland Lake and 1 New Liskeard), total of 14 participants.
- Ongoing support to the local Healthy Kids Community Challenge for current theme and planning for theme 3.
- Continued to support the City of Temiskaming Shores’ Bike Friendly Community application and work plan for next steps.

Diabetes Prevention Project Funding

In early October, we heard from the Ministry that funding would continue for this project (which ended March 31st of this year). As the project had been on hold it required staffing. Existing internal staff requested assignment to this project which was granted. In Q4, staff oriented themselves to the workplan, re-connected with community partners and began planning next steps.



P.A.L.S. – St. Patrick School, Cobalt
Supporting student playground activity leaders.



Tobacco –Protection, Prevention, Cessation includes Smoke-Free Ontario Act (SFOA) and Electronic Cigarette Act (ECA) – SFO funding.

- Hosted a “Women Centered Approach to Cessation” workshop with 22 partners in attendance representing 5 agencies.
- Provided brief contact intervention for tobacco cessation with 19 unique clients and 20 repeat clients and provide 163 NRT vouchers.
- Participated in significant planning activity internally and with the NE Tobacco Control Area Network.
- Received 1 inquiry/complaint about smoking in multi-unit housing and 1 regarding smoking on hospital property and 1 for school property. Also 2 businesses inquired re: potentially selling e-cigarettes.
- In Q4, there were 24 enforcement warnings of which 23 were related to SFOA and 1 to ECA. Two hospital properties accounted for 15 of the warnings in Q4 (YTD = 74).

Communications Campaigns

In Q4, the chronic disease and injury prevention team implemented the following communication campaigns, using a variety of mediums to raise awareness on various topics of public health importance:

- Medicine Cabinet Cleanout/Preventing misuse of prescription medications.

- Rethink Your Drinking (low-risk alcohol drinking guidelines as part of a province-wide 3 month campaign. Locally, this includes a video ad at our local movie theatre and 2 ‘pour challenges’ held at LCBO in N.L., reaching 27.
- No smoking on hospital property.
- Electronic Cigarette Legislation.
- Tobacco-free sports/chewing tobacco through 3 new arena boards.
- Availability of new pharmacy program providing free Naloxone kits (opioid overdose intervention).
- Smoke-free housing during fire prevention week.
- Winter driving safety.
- Home Safety Checklist for older adults during fall prevention month. Also presented to THU BOH on Older Adult Fall Prevention Initiative. Over 1,100 copies of home safety checklist were distributed.
- Healthy Workplace Month Facebook contest.
- Supported the creation and delivery of local KidSport chapter ‘Give the Gift of Sport’ campaign.



KLDAAC LCBO Bag Decorating Campaign

Students from local KL schools decorated 750 LCBO bags with anti-drinking and driving messages. The bags were used by the LCBO during the holiday season in place of their regular bags.

Participating schools: Federal, Central, Assumption, Sacred Heart, KLDCS & ECJV

INFECTION CONTROL & VACCINE PREVENTABLE DISEASES

Erin Cowan

Q4 Office Immunization	NL	KL	ENG	Total
# of clients receiving immunizations	1062	433	150	1645
# of immunization administered	1885	719	261	2825

Note: these numbers do not include the New Liskeard Office Community Flu Clinic.

TRAVEL HEALTH CONSULTATIONS

Client Visits	2013	2014	2015	2016
Kirkland Lake	307	335	317	272
New Liskeard	531	478	682	595
Englehart	103	157	81	N/A

Anecdotally, the majority of travel health clients during Q4 have been visiting Cuba and the Dominican Republic

INVOICED VACCINE ADMINISTERED

Vaccine	2013-14	2014-15	2015-16	2016-17 (Apr-Jan)
Influenza	6128	5816	4908	3789
HPV (School)	451	505	127	397
Meningococcal (School)	284	562	396	301

COLD CHAIN INSPECTION SUMMARY

	KL		NL		ENG		
	Total inspections	Total failures	Total inspections	Total failures	Total inspections	Total failures	
2013	14	7	26	9	6	5	<ul style="list-style-type: none"> In 2016, there were 21 registered facilities in NL, 6 in Englehart, and 13 in KL. Some facilities get more than one inspection per year due to follow-up. All pharmacy fridge inspections have been completed. Only 7 cold chain failures in the district since January compared to 20 at this time last year. Cold chain program reporting is now entered into Panorama and there is newly required education the nurse must provide during these inspections regarding Adverse Events Following Immunization (AEFI).
2014	22	7	30	14	7	3	
2015	14	4	26	12	6	6	
2016	13	2	24	5	5	0	

INFECTION CONTROL

Infection Control	2013	2014	2015	2016
Reportable Disease Investigations (non-STI)	80	70	81	69
Outbreaks - Institutional	17	22	24	14
Outbreaks – Community			1	0
Animal Bite Reporting	74	60	77	78
Sexual Transmitted Infections			89	80

**Note: data reflects lab confirmed investigations only & does not include investigations that are closed as 'does not meet' case definition.*

SEXUAL HEALTH

Client Services	2013	2014	2015	2016
Male Clients	216	210	81	129
Female Clients	1758	1355	602	864
Contraceptives	2190	1856	812	929
Plan B	79	85	48	41

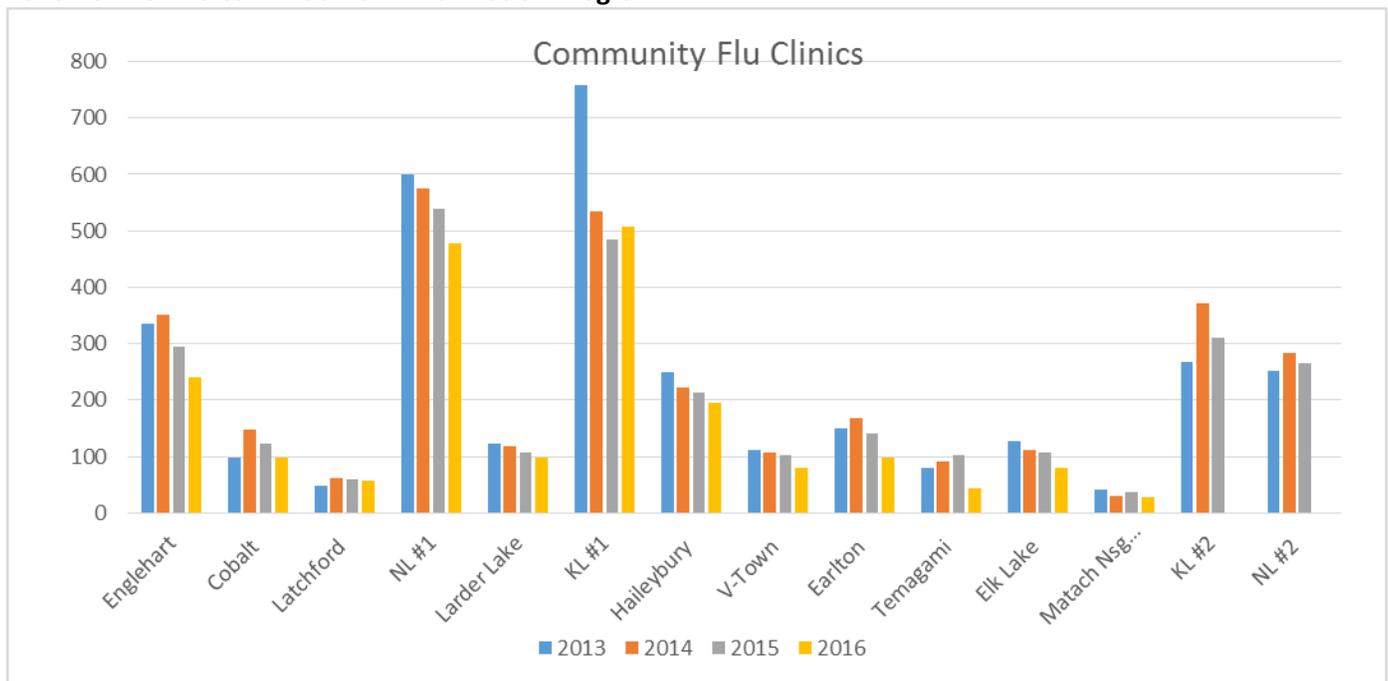
VPD PROGRAM UPDATES

Publically-Funded Zostavax Administration by Office in Q4

	KL	NL	Eng
Oct	25	82	8
Nov	24	81	7
Dec	6	29	5
Grand Total	55	192	20

- Zostavax became publically funded as of September 16th for individuals between the age of 65 and 70. For a one-time catch-up period, individuals born in 1945 received a dose until December 31st, 2016.
- With the announcement for publically-funded Zostavax and the implementation of the Universal Influenza Immunization Program, it was a busy quarter for the nurses and support staff.

2016-2017 Universal Influenza Immunization Program



- Community flu clinic numbers are down but we reduced our number of community clinics in Kirkland Lake and Temiskaming Shores to one in each location.
- We provided in-office clinics by appointment and in the evening.
- Pharmacies continue to administer flu vaccines to walk-in clients over the age of 5 years old throughout the district. Pharmacies received their influenza vaccines directly from their suppliers this year as part of a pilot program, rather than from the health unit. Consultation on this pilot project will occur in January.

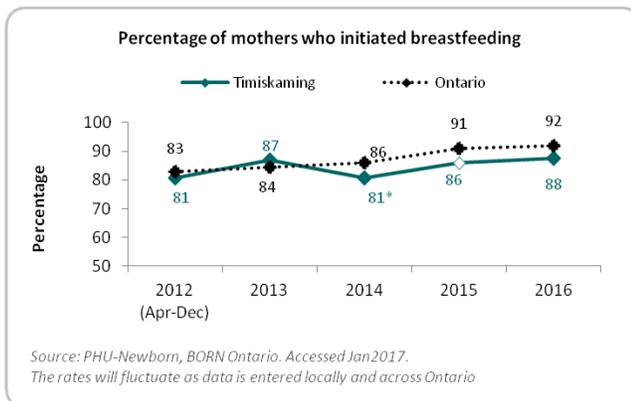
FAMILY HEALTH

Angie Manners

HEALTHY BABIES/HEALTHY CHILDREN

Healthy Babies/ Healthy Children	2013	2014	2015	2016
% of women screened during Pregnancy (target: 25%)	100%	73%	58%	70%
# of family visits by LHV/PHN or joint by LHV/PHN	201	175	341	465

BREASTFEEDING



EARLY CHILDHOOD SCREENS

The HBHC screen is done in the prenatal, postpartum and early childhood period to determine if a family shows risk factors and would benefit from having an In-Depth Assessment done and a referral to the HBHC Blended Home Visiting program.

In the Early Childhood period, the HBHC screen is administered at the age of 6 months and 18 months and referrals to appropriate services are done if required.

In 2014, the Ministry of Children and Youth Services made the Early Childhood screening a priority. THU had very low numbers (0.005% of screens completed in this phase) and since then, PHNs have been working at ways to improve screening of children 6 months and older.

2016	January-December	6.5%
2015	January-December	2.92%

PRENATAL CLASSES 2016

22

Face-to-Face

65

Online

POSTPARTUM MOOD DISORDER VISITS

	Q1	Q2	Q3	Q4	Total
2016	16	20	43	49	128

PPMD Referrals 61 (year-to-date):

- PHN with PPMD portfolio travels across the district to see clients in the prenatal and postpartum period.
- Face to face visits include home and/or clinic visits.
- PHN is also available to do telephone consultations as needed.
- Referrals received from clients (self-referrals) as well as partners including: midwives, nurse practitioners, CSCT, CMHA, Pavillion, hospital, HBHC

LIVE BIRTHS

	Number of newborns by quarter				Total
	Q1	Q2	Q3	Q4	
2014	81	76	97	78	332
2015	91	81	90	74	336
2016	74	82	126	86	368

Source: PHU-Newborn, BORN Ontario. Accessed Apr 2015.

DENTAL HEALTH, COMMUNICATION & ENVIRONMENTAL HEALTH

Ryan Peters

DENTAL HEALTH

Caseload	2013	2014	2015	2016
OHISS Screening (Primary: Pre-Kind /Kind & Gr. 2)	912	822	555	937
Regular Screening (Additional: Grade 2-4-6)	2129	1153	1043	2217
Office Screening	124	345	292	238

Sewage Systems

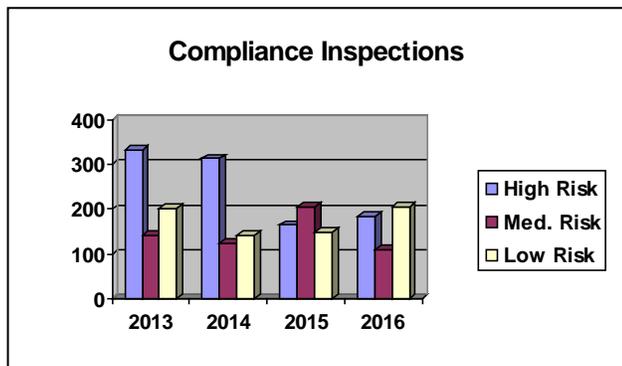
Land Control	2013	2014	2015	2016
Permits Issued	137	137	131	111
File Searches	38	57	60	60
Severance/Subdivision	14	20	15	15

Personal Service Settings

Infection Control Inspections (hair salons, tattoos, piercings, aesthetics)	Area	Inspection/Premises
	Dymond/Eng	12/12
	KL-Area	20/20
	Tri-Town-Area	12/12
	Cobalt-Temagami	6/7

ENVIRONMENTAL HEALTH

Food Safety



Risk categorizations were modified in year 2015 which explains the difference of year-end totals with previous years.

1. Call to Order

The meeting was called to order at 9: 02 A.M.

2. Roll Call

- Mayor Carman Kidd Victor Legault - OCWA
- Councillor Doug Jelly Eddie Hillman - OCWA
- Doug Walsh, Director – Public Works
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Robert Beaudoin, Environmental Superintendent
- Airianna Misener, Executive Assistant

3. Review of Previous Minutes

The minutes of the December 8, 2016 Contract Consultation Meeting with Operating Authority were reviewed by the Committee.

4. Unfinished Business

FACILITIES

4.1 North Cobalt Wastewater Lagoon – 543083 Proctors Road

Discussion:

No update

Discussion:

No update

4.2 Station St. Sanitary Lift Station

Previous Discussion:

A power outage on December 3rd, 2016, resulted in the Station Street Lift Station not operating properly as issues with the generator occurred. OCWA and City staff have since resolved the issue and proper measures are in place in the event a similar situation were to occur again.

Discussion:

No update

4.3 Groom Drive

Previous Discussion:

PLC is installed

Discussion:

No update

4.4 Haileybury Mechanical Wastewater Plant – 275 View St

Sludge

Previous Discussion:

Sludge haul is complete for 2016. City staff continue to modify the new Vacuum Truck to eliminate back flow.

Discussion:

A representative from Joe Johnson (Vacuum Truck Supplier) has been looking into the vacuum truck backflow issues and options to resolve.

E-coli issues:

Previous Discussion:

On-going. Crews will continue to test for e-coli year round. Looking to have a solution in place by spring to address the e-coli issues.

Discussion:

OCWA and City staff will schedule a separate meeting to address the E-coli issues and look to establish a permanent solution.

4.5 Farr Drive Pumping Station

Previous Discussion:

No update.

Discussion:

No update

4.6 Haileybury Water Treatment Plant – 322 Browning St

MCC/ PLC Replacement

Previous Discussion:

Work is on-going. The City will take care of the building permit. OCWA will inquire on project timelines.

Discussion:

The electrical work is on-going, waiting on the arrival of electrical components to complete the work. OCWA and City Staff will schedule an on-site meeting with the City's CBO to ensure the work meets the building code.

Security

Previous Discussion:

MOECC report was received. Security was listed as an item to be improved.

Discussion:

Fences will be addressed in the spring. A large tree onsite will need to be removed to avoid any issues in future years.

4.7 Haileybury Reservoir – Niven St.

Previous Discussion:

EXP is currently working on Schedule C. OCWA and the City are working with ONR to get the work at the tracks scheduled for a weekend where trains are not running.

Discussion:

As part of the NC Water Stabilization Project, 3 separate shutdowns will occur with the first scheduled for Tuesday January 31st starting at midnight. This shutdown is anticipated to take approximately 3 hours. Steve Burnett has been in contact with the Temiskaming Health Unit to discuss their requirements.

4.8 New Liskeard/Dymond Waste Water Lagoon – 177304 Bedard Rd.

Environment Canada

Previous Discussion:

Council approved the budget in principal. Sizing for the new blower will be done in the new year.

Discussion:

Blower sizing has been received and was sent to EXP to incorporate into the ECA amendment application.

4.9 Montgomery Sanitary Lift Station

Previous Discussion:

No concerns.

Discussion:

No update.

4.10 Cedar St. Sanitary Lift Station

Previous Discussion:

No concerns.

Discussion:

No update.

4.11 Goodman Sanitary Lift Station – 132 Jaffray St.

Previous Discussion:

Gates have been installed at the station entrance.

Discussion:

City Staff to install a “Restricted Entry” Sign on the new gates at the Station entrance.

4.12 New Liskeard Water Treatment Plant – 305 McCamus Ave.

Previous Discussion:

Pricing for the Iron Removal filters is ongoing.

Discussion:

OCWA discussed recent issues with the chlorine pump. Spare parts will be purchased to avoid any disruption.

4.13 New Liskeard Water Reservoir-177102 Shepherdson Rd.

Previous Discussion:

Staff will notify the Temiskaming Hospital of upcoming Hydrant Flushing.

Discussion:

No update.

4.14 Dymond Water Reservoir – 286 Raymond St

Plant Upgrades

Previous Discussion:

Decommissioning of wells at the Dymond Water Reservoir will be addressed in the spring.

OCWA changed programming to turn on both pumps for when there is a drop in pressure.

Discussion:

Commissioning of the pumps and VFD's is scheduled for next week. All upgrades will be completed.

4.15 Gray Road Sanitary Lift Station – 783495 Gray Rd

Previous Discussion:

Work is ongoing.

Discussion:

Doug Walsh provided a project update on the Gray road looping project.

4.16 Niven St Pumping Station – New Liskeard

Previous Discussion:

Cameras at the Niven Street Pumping Station will need to be replaced. Currently obtaining quotes for a larger fuel tank at the station.

Discussion:

On-going

4.17 Whitewood Pumping Station – New Liskeard

Previous Discussion:

Looking to obtain quotes for a larger fuel tank at the station. OCWA recommends additional Outdoor lighting at the station.

Discussion:

On-going

5. MOE Compliance Issues

This section reviews a number of issues based on the binder compiled and kept at the Public Works Office (Engineering). The numbers are based on the system established within the binder.

5.1 Reservoir Inspections

Previous Discussion:

Robotic camera training will be scheduled in the New Year.

Discussion:

City staff and OCWA will schedule the Robotic camera training in the near future. Inquiry on rentals of the robotic camera to surrounding municipalities was discussed and will be reviewed.

5.2 Manitoulin Transport - New

Previous Discussion:

UV system was installed. Within 3 days, the system was lacking UV. OCWA changed the components and sleeve. A water softener will need to be installed to regulate the system.

Discussion:

Water Samples were sent to determine the required water softener. Low Chlorine recently resulted in a Boil Water advisory.

6. Communications Upgrades

Previous Discussion:

On going

Discussion:

On-going.

7. Schedule of Meetings

The next scheduled contract meeting with OCWA will be on February 24, 2017 at 9:00 AM.

8. Adjournment

The Contract Consultation Meeting with Operating Authority – OCWA meeting is adjourned at 9:37 AM.

DRAFT

1.0 CALL TO ORDER

The meeting was called to order at 2:01 p.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition Under New Business:

- 9.2 Golf Course Road
- 9.3 Annual Transit Driver Meeting

4.0 APPROVAL OF AGENDA

Recommendation TC-2016-028
Moved by: Councillor Rochelle Schwartz

Be it resolved that:

The Transit Committee agenda for the December 14, 2016 meeting be approved as amended.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2016-029
Moved by: Councillor Danny Whalen

Be it resolved that:

The Transit Committee minutes for the November 9, 2016 meeting be adopted as printed.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 CORRESPONDENCE

- None

8.0 UNFINISHED BUSINESS

8.1 *Transit Financials – November*

Christopher Oslund reviewed the transit financials for the month of November. Chris further mentioned that the discrepancy in revenue is still unresolved however; it is believed that it may potentially be impacted by the sale of monthly passes which have increased. The City continues to monitor the financials in comparison to ridership.

Advertising on the outside space of transit busses was well received. City staff reported that all outside advertising spots have been pre booked.

8.2 *Passenger Count – November*

The total passenger count for the month of November was 12,497, the transit system is on track to match the 2015 year end final passenger count, noted Christopher Oslund.

8.3 *Automated Announcement System - Update*

The Automated Announcement System installation is completed. A training session is scheduled for December 20, 2016 with the transit drivers. Mitch Lafreniere reported that the system will be fully functioning by January 2, 2017.

8.4 *Fleet Replacement*

The RFP for the new transit busses closed on December 13, 2016. The Committee reviewed the proposals and discussed the various bus options. The following recommendation was presented.

Recommendation TC-2016-030

Moved by: Councillor Danny Whalen

Be it resolved:

The Temiskaming Transit Committee hereby recommends the purchase of two (2) thirty foot New Flyer buses in 2017.

CARRIED

9.0 NEW BUSINESS

9.1 *Transit Stop – ESCSM*

The Transit Committee denied the request to include a transit stop at ESCSM due to it simply not being feasible for the transit system at this time. The Committee will include the request during the upcoming route review for further consideration.

9.2 *Golf Course Road*

The Transit Committee denied the request to include a transit stop/turnaround along Golf Course Road. Councillor Mike McArthur will communicate the Committee's decision with the appropriate individuals.

9.3 *Annual Transit Driver Meeting*

The annual transit driver meeting is scheduled for January 17, 2017 at stock transportation.

9.4 *Customer Complaints*

Complaints received with regards to the cleanliness of busses, the Committee will discuss options with Stock Transportation. The Committee requested staff to develop a standard complaint form and process; staff will prepare a template to present at the next transit meeting.

10.0 PUBLIC COMMENTS/COMPLAINTS

- Transit leaks and un-collapsed strollers:
These items were reviewed and discussed.

11.0 ADMINISTRATIVE REPORTS

- None

12.0 CLOSED SESSION

- None

13.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for February 15, 2017 at 2:00 PM.

14.0 ADJOURNMENT

Recommendation TC-2016-031

Moved by: Councillor Mike McArthur

Be it resolved that:

The Transit Committee meeting is adjourned at 3:37 p.m.

Carried

COMMITTEE CHAIR

SECRETARY

DRAFT

TEMISKAMING MUNICIPAL ASSOCIATION

REGULAR MEETING

NOVEMBER 24, 2016

	MEMBER	MEMBER
Armstrong		
Brethour	Julie Wilkinson	
Casey	Jacques Fortin	Guy Labonté
Chamberlain	Kerry Stewart	
Charlton/Dack	Jim Huff	Clem Yantha
Cobalt	Tina Sartoretto	
Coleman	Lois Perry	
Englehart	Doug Metson	
Evanturel		
Harley	Clifford Fielder	
Harris	Al Licop	Ron Sutton
Hilliard	Evelyn Carleton Moore	
Hudson	Larry Craig	
James		
Kerns		
Kirkland Lake	Jean Guy Chamaillard	Pat Kieley
Larder Lake		
Latchford	Jo Anne Cartner	George Lefebvre
Matachewan		
McGarry		
Temagami		
Tem. Shores	Danny Whalen	
Thornloe	Allan Peddie	Earl Read
Speaker	Darlene Wroe	
Trans Canada		

Meeting opened at 6:30 pm.

Moved by: Kerry Stewart

Seconded by: Al Licop

That the minutes of the Regular Meeting of October 6, 2016 be approved.

Carried

DELEGATION:

Trans Canada Pipelines / Jon Pitcher and David Sword: No show due to highway accident

DISCUSSIONS:

By-Law Official:

I will send another email sent to clerks who expressed a desire to form an association for a By-law and Property Standards Official similar to the Temiskaming Municipal Building Association asking for someone to spearhead the project.

Representation Rural North

Moved by: Clifford Fielder

Seconded by: Jacques Fortin

That Julie Wilkinson be named as Director for Rural North.

Carried

John Vanthof re Aggregate Resources and Mining Modernization Act

MPP John Vanthof was not available to attend the meeting. I did have a brief telephone conversation where he said that when the matter came to the discussion table he would advise us. We could prepare a brief ahead of time that he could use to hopefully have us included in the Aggregates Resources and Mining Modernization Act.

Moved by: George Lefebvre

Seconded by: Evelyn Carlton Moore

That the Temiskaming Municipal Association write a letter demanding that North Eastern Ontario which includes the Temiskaming and Timmins/Cochrane become part of those covered under Aggregates Resources and Mining Modernization Act and that this letter be sent the City of Timmins, FONOM, NEOMA, MPP Glenn Thibeault, Minister of Energy, MPP Kathryn McGarry, Minister of Natural Resources and Forestry, MPP Michael Gravelle, Minister of Northern Development and Mines, MPP John Vanthof and newspapers.

Danny Whalen / FONOM

- 2017 Conference will be held in North Bay
- Attended the provincial budget meeting with the Minister of Finance in Sudbury
- Attended a review of rail, highway and air transportation but there was no mention of the ONTC
- Asked that MTO gives a serious look at wildlife fencing for all future road projects on Highway 11
- Advised all municipalities to take a close look at the 2017 OMPF. Some municipalities are seeing reductions of as much as 10 percent from previous year.
- Energy Board has or will be looking at gasoline prices
- Ministry of Health is holding public consultations on the potential expansion of municipalities choosing to use the services of full time firefighters who are also employed as paramedics with a Province of Ontario certified ambulance service, to provide patient care up to the Primary Care Paramedic level in tiered response conditions.

CORRESPONDENCE:

FONOM representative on Board of Directors

Moved by: Jacques Fortin

Seconded by: Pat Kieley

That Danny Whalen continues as TMA representative for the length of the current election term.

Carried

Resolution – Re: Energy

Moved by: Larry Craig

Seconded by: Doug Metson

Whereas the price of electricity in Ontario has escalated to the level where the essential utility has become almost a luxury for many;

And Whereas this has resulted in hospitals, schools municipalities, businesses, farms and industry being faced with unbudgeted and unanticipated increases in costs for this essential utility and forcing many residential users to actually ration the use of electricity;

And Whereas here in Temiskaming this has further resulted in valuable farmland being covered in solar panels and denied the vital agricultural crops that it would provide because of the excessive prices paid for this "green energy" produced by these panels;

And Whereas much of the Temiskaming District has to pay the highest rate of delivery charge for this needed service because of the low density levels in many areas of the District;

And Whereas we are forced to watch as our primary highways are burdened and prematurely fatigued with heavy transports carrying mine concentrates out of Ontario into Quebec so as to benefit from the much lower hydro rates in that Province;

Therefore Be It Resolved that the Temiskaming Municipal Association implores the Province of Ontario and the Minister of Energy, the Honourable Glenn Thibeault, to reduce the rates of this very essential utility to a level that will once more be affordable and predictable for the aforementioned users;

And Furthermore that this resolution be forwarded to the member municipalities of the TMA, MPP John Vanthof , FONOM, The Speaker and Northern News for support.

Carried

Resolution - Re: Ontario Northland

Moved by: George Lefebvre

Seconded by: Tina Sartoretto

WHEREAS passenger rail service in Northern Ontario is an essential infrastructure for economic development of our resource based industries including agriculture, forestry and mining together with tourism and access to health care,

AND WHEREAS access to health care beyond our immediate communities is critical and dependent on bus passenger service is both unreliable during inclement weather with frequent highway 11 closures delaying vehicular traffic close to 200 times between Muskoka and Hearst during the past three years with an average delay of six and one half hours thereby rendering it an unacceptable option for travel on,

AND WHEREAS this unreliability of transportation not only impacts patients requiring appointments but also medical practitioners travelling to our area to provide needed specialty support or to operate their practices,

AND WHEREAS the Northern and Eastern Ontario Rail Network (NEORN) is endeavouring to bring the issue of rail passenger service for our and other areas to the attention of Queen's Park and Parliament Hill so as to restore it,

THEREFORE BE IT RESOLVED that the Temiskaming Municipal Association supports the efforts of NEORN in their quest to restore needed rail passenger service to our and other areas of the north.

AND FURTHER, that this resolution be circulated to all member municipalities of the TMA, FONOM, MPs Charlie Angus, Anthony Rota and MPP John Vanthof for their endorsement and support.

Carried

Bryan Searle – Re: Climate Change Workshop

Invitation to attend a Climate Control workshop on the impacts it has on municipalities and municipal infrastructure to be held in Timmins on December 5th at the McIntyre auditorium starting at 1pm.

Ontario Wildlife Damage Compensation Program (OWDCP)

Overview of the 2017 program guidelines

Roundtable Discussions:

Pat Kieley:

1. Need for more government funding to help with Old Age / Nursing Homes
2. 42% of residents are not from Kirkland Lake
3. Cost of electricity
4. Continuous cut backs to the ONR bus services

Clifford Fielder:

1. Farmers burning windrows with no consideration for safety or health of others
2. Committee formed in Harley to write a by-law to control the burning
3. Possibly other municipalities will want to do the same

Clem Yantha:

1. Anxious to hear from East Energy Pipelines on their safety measures in the event of a leak
2. Land owners are not being notified when a leak does occur.
3. What is the value of the farm once a leak does occur.
4. Would East Line Pipelines consider purchasing the farm at fair market value?

Moved by: Jacques Fortin

That the meeting of November 24th, 2016 be adjourned at 7:40 pm.

Carried

Next Meeting:

TMA meeting on January 26th, 2017 at 6:30 pm at the Earlton Recreation Centre.

1.0 CALL TO ORDER

The meeting was called to order at 10:19 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

- Administrative Reports:
 - Riverside Tender Award
 - Transit fleet

4.0 ADOPTION OF AGENDA

Recommendation BM-2016-037

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the December 15, 2016 meeting be adopted as amended.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2016-038

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Committee Meeting minutes of November 10, 2016 be adopted as presented.

Carried

The report will be discussed at the upcoming New Liskeard Library Building committee as well as the Library Board meetings and staff is seeking recommendation from each committee on how they wish to proceed.

Discussion:

No update – Councillor Danny Whalen noted that the intent of the previous motion is to allow for Council to review all options.

9.4 DFO / City property off Main street, Haileybury

Previous Discussion:

EXP provided cost estimates for all 3 options that were presented in earlier weeks. Based on Operations the committee eliminated option #1. City staff will meet with DFO next week to present repair options and estimates.

Discussion:

No update – City Manager is working on obtaining more information and will report back to the committee.

9.5 Farmer's Market

Previous Discussion:

Members of Council and staff met with members from the Farmers market board on November 9, 2016. The Farmers Market board decided to continue to utilize the Riverside Place as the Farmers Market. Renovation discussions are underway. The group will meet in December to go over cost estimates for the accessibility upgrades.

Discussion:

In recent weeks Mitch Lafreniere and Tammie Caldwell met with members from the Farmers Market board to further discuss options and their wish list in terms of items the market would like to see improved/purchased at Riverside place. Mitch Lafreniere is working on obtaining quotes for the proposed work.

9.6 2017 Budget

Previous Discussion:

The group reviewed the Departments second draft of the 2017 Operations budget.

Discussion:

The Building Maintenance Operating and Capital budget was approved in principal at the December 6th, 2016 regular Council meeting.

10.0 NEW BUSINESS

10.1 Fleet – Update

Discussion:

Following a request to install winter tires on the municipal by-law vehicles, the Committee provided the following recommendation:

Recommendation BM-2016-039

Moved by: Councillor Doug Jelly

Be it resolved that:

Upon review of the request to install winter tires on municipal vehicles, the Building Maintenance Committee hereby declines the request to install winter tire on the by-law vehicle and hereby recommends the City maintains a standard of all season tires on all municipal vehicles and that the tires on each vehicle be inspected for safety purposes on a yearly basis by a professional tire shop.

CARRIED

Discussion:

The Fire Chief provided the Committee with a specifications list for the new Fire Emergency Vehicles.

Recommendation BM-2016-040

Moved by: Mayor Carman Kidd

Be it resolved that:

The Committee concludes that the budget for the new Fire Emergency Vehicles has already been approved and therefore the specifications will be the same as all other City owned vehicles.

CARRIED

11.0 ADMINISTRATIVE REPORTS

The Committee was made aware of the following administrative reports that will be presented at the next regular Council meeting on December 20, 2016.

- Riverside Tender Award
- Transit fleet

12.0 CLOSED SESSION

- None

13.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for: January 17, 2017 at 10:30 A.M.

14.0 ADJOURNMENT

Recommendation BM-2016-040

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:01 A.M.

Carried

COMMITTEE CHAIR – D. WHALEN

COMMITTEE SECRETARY

Subject: Albert Street Reconstruction
Engineering Award

Report No.: PW-002-2017
Agenda Date: February 7, 2017

Attachments

- Appendix 01:** Opening Results
- Appendix 02:** Evaluation of RFP Submissions
- Appendix 03:** Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-002-2017;
2. That as outlined in Section 3.5 of the City's Purchasing Policy, Council approves the award of the contract to Exp Services Inc. to proceed with the detailed engineering design for the proposed reconstruction of Albert Street as detailed in Request for Proposal PW-RFP-001-2017 for a total upset limit of \$34,575 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the February 7, 2017 Regular Council Meeting.

Background

Albert Street, between Rorke Avenue and Bruce Street is a dated road section within the former Town of Haileybury and requires complete infrastructure upgrades including below grade services such as water, sanitary and storm systems as well as the road surface itself. In the early 2000's the westerly section of this roadway was subjected to a fuel spill that impacted dwellings and the service corridor and prior to 2010 there was significant heavy traffic due to construction at the extreme east section of Albert Street near Farr Drive. More recently the City has experienced a number of watermain failures and the roadway surface is beyond remedial repair.

As part of the 2017 Budget deliberations, Council considered and approved a request from the Public Works Dept. that \$75,000 be allocated within the Capital Budget for the detailed design of this section of roadway. The completion of the engineering assignment will result in a "shovel ready" project for nomination and consideration when future funding opportunities become available.

Municipal staff prepared **Appendix 01 - PW-RFP-001-2017** and released the RFP via invitation to four engineering firms with a submission deadline of 2:00 p.m. local time on Thursday, January 26, 2017.

Analysis

Of the four (4) invited firms, three (3) submissions were received in response to PW-RFP-001-2017. The proposals were reviewed and evaluated in accordance to the evaluation criteria set out in PW-RFP-001-2017. **Appendix 02 – Evaluations of Submissions** presents the details of the evaluation of the proposals and are summarized as follows:

Firm	Evaluation Score					Total Score	Fees Excl. taxes
	Expertise	Staff	Schedule	Knowledge	Fees		
DF Elliott	186	80	82	120	270	738	\$ 106,445.00
JL Richards	184	74	89	90	360	797	\$ 85,175.00
Exp	192	80	90	110	450	922	\$ 34,575.00*

Fees exclude HST. * There was a \$75 discrepancy in the schedule of fees and the total carried forward.

Based on the evaluation process, it is recommended that an agreement be entered into with **exp. Services Inc.** for professional engineering services to prepare a design for the total reconstruction of Albert Street, from Rorke Avenue to Bruce Street, with consideration for design at adjoining intersections, for a distance of approximately 0.57 kilometres.

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

As noted earlier the 2017 Capital Budget has allocated \$ 75,000 for this specific project.

It is recommended that an agreement be entered into with exp. Services Inc. for an upset limit of \$34,575 plus applicable taxes. **(Appendix 03)**

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for Council's consideration by:

“Original signed by”

“Original signed by”

 G. Douglas Walsh, CET
 Director of Public Works

 Christopher W. Oslund
 City Manager

Document Title: **PW-RFQ-001-2017**

Opening Date: **January 26, 2017**

Inquiry Contact: **G. Douglas Walsh**

Opening Time: **2:00 pm**

Description: **Engineering Services – Reconstruction of Albert Street (Rorke to Bruce)**

Form of Proposal

This is a Request for Proposal with no formal proposal form to be completed; each bidder submits a price along with specific information based on their proposal. Proposals are evaluated based on a pre-determined set of evaluation criteria.

Bidder: **EXP**

Total Project Price:	34,500.
HST:	
Total:	

Notes:

Bidder:

Total Project Price:	
HST:	
Total:	

Notes:

Bidder: **J.L. RICHARDS**

Total Project Price:	85,175.
HST:	
Total:	

Notes:

Bidder:

Total Project Price:	
HST:	
Total:	

Notes:

Bidder: **D.F. ELLIOTT**

Total Project Price:	106,445.
HST:	
Total:	

Notes:

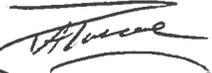
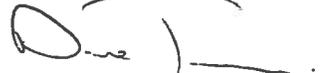
Bidder:

Total Project Price:	
HST:	
Total:	

Notes:

Comment: Since this is a Request for Proposal all submissions are required to be evaluated based on the pre-determined evaluation criteria. Therefore submissions will be reviewed for errors, omissions, accuracy and other criteria by municipal staff prior to any awarding. Subsequently bidders will be informed of the results.

In Attendance:

Print Name	Representing	Signature
Douglas Walsh	T SHORES	
Steve Burnet	"	
NOLAN DOMBROSKI	EXP	
Terry Pascoe	EXP	
DAVE TREEN	T SHORES	
LINDA MCKNIGHT	TS	

CATEGORY	Score between 0 - 10			Criteria Weight
	JLRichards	D.F. Elliott	Exp.	
QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (20%)				
Past ability to successfully complete projects within timelines & budget;	8.00	10.00	10.00	8
Stability and reputation of firm;	10.00	8.00	10.00	3
Qualifications of technical support staff;	10.00	8.00	8.00	4
Qualifications of senior staff/project manager.	10.00	10.00	10.00	5
PROPOSED PROJECT MANAGER AND TEAM (8%)				
Past experience directing or involvement with similar projects;	10.00	10.00	10.00	5
Understanding of proposed project.	8.00	10.00	10.00	3
COMPLETENESS AND SCHEDULE (12%)				
Availability of key staff;	7.00	7.00	8.00	5
Methodology and Schedule;	8.00	7.00	8.00	5
Quality assurance program.	7.00	6.00	5.00	2
KNOWLEDGE OF CITY REGARDING THE PROJECT (5%)				
Members of team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment.	6.00	8.00	8.00	5
VALUE ADDED SERVICES (10%)				
Approach proposed to complete the work assignment to benefit the City & funding partners(s).	6.00	8.00	8.00	5
Utilization of all tools and resources available to the Consultant.	6.00	8.00	6.00	5
ESTIMATED FEES AND DISPERSEMENTS (45%)				
Cost estimates	8.00	6.00	10.00	45
Weighted Summary (Totals):	797.00	738.00	922.00	1000

The Corporation of the City of Temiskaming Shores
By-law No. 2017-000

**Being a by-law to enter into an agreement with Exp.
Services Inc. for the detailed Engineering Design for
the proposed Reconstruction of Albert Street, from
Rorke Avenue easterly to Bruce Street for
approximately 0.57 kilometres in the City of
Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report No. PW-002-2017 at the February 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with exp. Services Inc. for detailed Engineering Design of the proposed reconstruction of Albert Street, from Rorke Avenue to Bruce Street for consideration at the February 7, 2017 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with exp. Services Inc. for the detailed engineering design for the proposed reconstruction of Albert Street in the amount of \$34,575.00 plus taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That a Contingency Allowance in the amount of \$5,425.00 be allocated to this engineering assignment which would permit municipal staff to adjust to any changes in the scope of work during the design process.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 7th day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

exp. Services Inc.

for the Detailed Design of Albert Street

This agreement made in duplicate this 7th day of February 2017.

Between:

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

and

exp. Services Inc.
(hereinafter called "the Consultant")

Witnesseth:

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

Article I:

The Consultant will:

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

**Corporation of the City of Temiskaming Shores
Engineering Services – Alberts Street Reconstruction
Request for Proposal No. PW-RFP-001-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
c) Complete, as certified by the Engineer, all the work by **December 31, 2017.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid **Thirty Four Thousand Five Hundred and Seventy Five Dollars and Zero Cents (\$34,575.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

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

The Contractor:

The Owner:

exp. Services Inc.
9 Wellington Street
P.O. Box 1208
New Liskeard, Ontario
P0J 1P0

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

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

Signed and Sealed in)
the presence of)

Consultant's Seal)
(if applicable))

Municipal Seal)

exp. Services Inc.

Infrastructure Manager – Nolan Dombroski, P. Eng.

Witness – Annette Neill

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Enabling Accessibility Funding

Report No.: CGP-002-2017
Agenda Date: February 7, 2017

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-002-2017; and
2. That Council agrees to partner with Human Resources and Skills Development Canada under the Enabling Accessibility Fund to upgrade the Dymond Community Hall.

Background:

The City has applied in the past to the Enabling Accessibility Fund to retrofit municipal buildings and make them more accessible to the public. In 2014, the City was successful in gaining funding to upgrade the doors and washrooms at the Waterfront Pool & Fitness Centre. Following that upgrade, the Accessibility Committee recommended that Riverside Place, Dymond Hall and the New Liskeard Community Hall also be made accessible when funding became available.

Analysis:

In July 2016 staff submitted an application to the Enabling Accessibility Fund offered by Human Resources and Skills Development Canada (HRSDC) to upgrade the accessibility at Riverside Place by installing sliding doors and installing accessible washrooms.

Two weeks ago, staff received a call advising that the funding for the project had been approved. During the six months that the application was under consideration with HRSDC, the City had decided to utilize funds within the Waterfront project to upgrade the Riverside Place facility to make it suitable to hold the Farmers Market. These upgrades include the installation of accessible washrooms and doors.

Since Riverside Place will already have the required upgrades, and rather than decline the funding offered by HRSDC, staff requested that the funds be put toward the City's next priority building which is Dymond Hall. This formal request has been made to HRSDC and we are currently awaiting formal approval.

If the project is approved by HRSDC, then the Dymond Hall would see the removal of the existing exterior doors and shelter, then two sets of automatic doors would be installed with a heat curtain. In addition, the existing washrooms would be upgraded and an accessible washroom would be installed where the current cloakroom is located. The cloakroom would be relocated to the other side of the hallway.

Alternatives

Council could decline the funding from HRSDC; however the City would then have to cover one hundred percent of the renovation budget in the future rather than the fifty percent amount required today.

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

Unfortunately, this project was not identified during the 2017 budget process and will need to be added to the current budget prior to it being formally passed by Council.

This project has an estimated cost of \$100,000 of which we are eligible to receive up to \$50,000 from HRSDC. The City's portion therefore would be \$50,000. As these funds were not included within the 2017 budget, the City Manager and Treasurer will review the current operations and capital budget to see where the City's portion of the project can be re-allocated from.

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

**TREASURER'S STATEMENT OF REMUNERATION - 2016
CITY OF TEMISKAMING SHORES**

NAME	POSITION	REMUNERATION	OVERHEAD	CONFERENCE/ TRAVEL	TOTAL
Kidd, Carmen	Mayor	\$27,745.24	\$1,740.29	\$3,481.35	\$32,966.88
Foley, Jesse	Councillor	\$12,015.38	\$641.11	\$0.00	\$12,656.49
Hewitt, Patricia	Councillor	\$12,890.38	\$721.54	\$1,365.63	\$14,977.55
Jelly, Doug	Councillor	\$12,515.38	\$707.12	\$2,258.16	\$15,480.66
Laferriere, Jeff	Councillor	\$12,390.38	\$675.58	\$1,724.12	\$14,790.08
McArthur, Mike	Councillor	\$12,515.38	\$438.98	\$1,947.67	\$14,902.03
Whalen, Danny	Councillor	\$12,640.38	\$698.55	\$3,470.03	\$16,808.96
		\$102,712.52	\$5,623.17	\$14,246.96	\$122,582.65

TIMISKAMING HEALTH UNIT

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Kidd, Carman	Mayor	\$3,030.00	\$395.00	\$3,425.00
Foley, Jesse	Councillor	\$560.00	\$0.00	\$560.00
McArthur, Mike	Councillor	\$610.00	\$0.00	\$610.00
		\$4,200.00	\$395.00	\$4,595.00

**DISTRICT TIMISKAMING SOCIAL SERVICES
ADMINISTRATION BOARD**

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Hewitt, Patricia	Councillor	\$3,550.00	\$570.40	\$4,120.40
Jelly, Doug	Councillor	\$3,000.00	\$372.60	\$3,372.60
		\$6,550.00	\$943.00	\$7,493.00

POLICE SERVICES BOARD

NAME	POSITION	REMUNERATION	OVERHEAD	CONFERENCES TRAVEL	TOTAL
Thornton, Brian	Appointee	\$1,000.00	\$110.80	\$1,806.56	\$2,917.36
Whalen, Danny	Councillor	\$0.00	\$0.00	\$0.00	\$0.00
Moore, Gail	Appointee	\$450.00	\$49.19	\$0.00	\$499.19
Shepherdson, Ruth	Appointee	\$600.00	\$44.77	\$0.00	\$644.77
Jelly, Doug	Councillor	\$812.50	\$54.64	\$2,271.87	\$3,139.01
		\$2,862.50	\$259.40	\$4,078.43	\$7,200.33

FONOM

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Whalen, Danny	Councillor	\$1,140.00	\$3,389.94	\$4,529.94
		\$1,140.00	\$3,389.94	\$4,529.94

Date: January 25, 2017

Signature: Laura-Lee MacLeod
Laura-Lee MacLeod
Treasurer

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: January 17, 2017
Subject: Ontario Wildlife Damage Compensation – Leonard Peddie
Attachments: None

Mayor and Council:

The Ministry of Agriculture, Food and Rural Affairs (OMAFRA) offers the Agricultural community with a program to compensate for livestock that has been subject to predation. In general the process is as follows:

- The farm operator contacts the municipality within 48 hours the discovery of an injury or death to an animal through predation;
- The municipality (livestock investigator) attends the location within 72 hours for the purpose of completing an investigation and gathering relevant evidence and completion of an application to be submitted within 7 days to the clerk;
- The Clerk submits the completed application to OMAFRA under the program;
- OMAFRA will review/assess the application and indicate whether compensation is warranted. If warranted, the municipality authorizes payment for the predation and submits a form for reimbursement from the Province.

An application was filed for two (2) Texel Dorsil sheep from the farm of Mr. Leonard Peddie. OMAFRA has indicated that payment is warranted. Therefore it is recommended that Council authorize the payment for the predation in the amount of \$500 and apply to OMAFRA for reimbursement.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

David B. Treen
Municipal Clerk

Kelly Conlin
Director of Corporate
Services (A)

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: February 7, 2017
Subject: Public Transit Infrastructure Fund
Attachments: None

Mayor and Council:

At the October 4, 2016 Regular Council meeting council considered Administrative Report No. CS-015-2016 resulting in Resolution No. 2016-508 which reads as follows:

Be it resolved that the Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-015-2016;

That Council approves the submission of an application to the Public Transit Infrastructure Fund (PTIF) for two (2), 32 passenger accessible transit buses in order to improve the service reliability of the Temiskaming Transit System; and

That Council confirms this project would not have been undertaken without the support of Federal Funding through the Public Transit Infrastructure Fund.

Appendix 01 to Administrative Report is correspondence to the City outlined that the Transit System is eligible for funding under this program in the amount of \$257,955. Subsequent to the October 4th meeting an application form was completed and submitted.

On January 17, 2017 the City Manager, Chris Oslund received an e-mail from the Province indicating that our submission for funding in the amount of \$257,955 had been approved by Infrastructure Canada.

It is recommended that Council direct staff to prepare the necessary by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario under the Public Transit Infrastructure Fund (PTIF) for Public Transit Infrastructure.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

David B. Treen
Municipal Clerk

Kelly Conlin
Director of Corporate
Services (A)

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: February 7, 2017
Subject: Ontario Northland Transportation Commission (ONTC) – Chamber Office
Attachments: None

Mayor and Council:

The Temiskaming Shores and Area Chamber of Commerce (TSACC) has been approached by ONTC for the Chamber office to become their passenger/parcel depot for the ONR Bus service. Since the Chamber office (owned by TSACC) is located on municipally owned land the Chamber enquired with the City, through the Economic Development Officer, as to whether the City had any concerns.

The proposal was circulated to internal departments for comment as the Chamber intends to commence the service as early as February 1st with the following comments being returned:

Public Works: Not certain what kind of loads (weight) the gravel parking lot can handle; understand that a contractor provides snow plowing which may have to be increased to ensure a proper turn-a-round is maintained in accordance to bus schedule. There will be an anticipated increase in summer grading of parking lot due to heavier traffic.

Corporate: Insurance broker indicates “There is no issue with this from a coverage standpoint. With that said anytime you increase frequency of traffic to any location owned by the city there is more of a chance that something could happen (slip and fall etc.). Just make sure the City continues its due diligence with proper snow removal and ensure there are no tripping hazards etc.”

Building: Discussed with Chamber officials; originally they were going to provide an isolated waiting area for after-hours buses; however that would have required access to washroom facilities. Chamber will be extending operating hours and permit riders access to the Chamber Office for waiting purposes – no access after-office hours and no renovations to facility proposed. It is noted that accessibility features exist.

Staff is of the general opinion that utilization of this location as a terminal for passengers and parcels would be of benefit to the Chamber as well as the Tourist Information component that the TSACC provides at this location. It is recommended that Council endorse the proposal and forward the comments contained herein to the Chamber office.

Prepared by:	Reviewed by:	Reviewed and submitted for Council’s consideration by:
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“Original signed by”

David B. Treen
Municipal Clerk

“Original signed by”

Kelly Conlin
Dir. Corporate Services (A)

“Original signed by”

Christopher W. Oslund
City Manager

Subject: Earlton-Timiskaming Airport Authority

Report No.: CS-004-2017

Agenda Date: February 7, 2017

Attachments

Appendix 01: Airport Authority Agreement

Appendix 02: Draft Airport Authority By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-004-2017; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement to establish the Earlton-Timiskaming Regional Airport Authority with thirteen area municipalities to provide for the joint ownership, management and funding of the Earlton-Timiskaming Airport.

Background

Since late 2014, the Earlton-Timiskaming Regional Airport Joint Municipal Services Board (MSB) has holding discussions regarding the future of the airport.

On January 20, 2016 Explorer Solutions submitted their Final Report entitled *Development of a Strategic Business Plan for the Earlton-Timiskaming Regional Airport*. One of the recommendations in the report was a new governance model – specifically the formation of an Airport Authority that would both own and operate the airport.

Currently the MSB manages the operation of the Airport but the facility itself is owned by the Township of Armstrong.

Attached as **Appendix 01** is the agreement between the thirteen municipalities (the Town of Cobalt and the Township of Kerns have opted not to participate) and attached as **Appendix 02** is the Draft By-law for the Airport Authority which outlines the governance structure and funding model for the new Authority.

The MSB has requested that each participating municipality pass a by-law to enter into the new agreement. The Mayors and Clerks of the thirteen municipalities will be meeting on Thursday, February 16, 2017 to execute the agreement collectively.

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 per capita funding formula for 2017 has been established at \$9.03. Based on this, the City's contribution in 2017 is \$93,912 which has been included in the 2017 Operating Budget approved by Council.

Submission

Prepared for
Council's consideration by:

"Original signed by"

Christopher W. Oslund
City Manager

THIS AGREEMENT MADE THIS 7th DAY OF FEBRUARY, 2017.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ARMSTRONG
(Hereinafter called "Armstrong")
PARTY OF THE FIRST PART

and

THE CORPORATION OF THE TOWNSHIP OF CASEY
(Hereinafter called "Casey")
PARTY OF THE SECOND PART

and

THE CORPORATION OF TOWNSHIP OF CHAMBERLAIN
(Hereinafter called "Chamberlain")
PARTY OF THE THIRD PART

and

THE CORPORATION OF THE MUNICIPALITY OF CHARLTON/DACK
(Hereinafter called "Charlton/Dack")
PARTY OF THE FOURTH PART

and

THE CORPORATION OF THE TOWNSHIP OF COLEMAN
(Hereinafter called "Coleman")
PARTY OF THE FIFTH PART

and

THE CORPORATION OF THE TOWN OF ENGLEHART
(Hereinafter called "Englehart")
PARTY OF THE SIXTH PART

and

THE CORPORATION OF THE TOWNSHIP OF EVANTUREL
(Hereinafter called "Evanturel")
PARTY OF THE SEVENTH PART

and

THE CORPORATION OF THE TOWNSHIP OF HARLEY
(Hereinafter called "Harley")
PARTY OF THE EIGHTH PART

and

THE CORPORATION OF THE TOWNSHIP OF HILLIARD
(Hereinafter called "Hilliard")
PARTY OF THE NINTH PART

and

THE CORPORATION OF THE TOWNSHIP OF HUDSON
(Hereinafter called "Hudson")
PARTY OF THE TENTH PART

and

THE CORPORATION OF THE TOWNSHIP OF JAMES
(Hereinafter called "James")
PARTY OF THE ELEVENTH PART

and

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(Hereinafter called "Temiskaming Shores")
PARTY OF THE TWELFTH PART

and

THE CORPORATION OF THE VILLAGE OF THORNLOE
(Hereinafter called "Thornloe")
PARTY OF THE THIRTEENTH PART

WHEREAS the thirteen municipalities desire to enter into an agreement for the establishment of the Earlton-Timiskaming Regional Airport Authority, to provide for the joint ownership, management and funding of a joint airport undertaking.

AND WHEREAS the provision of the Municipal Act, 2001 S.O. 2001, c.25 , as amended, Section 203 provides the authority for municipal councils to establish corporations and Section 70 provides that a municipality may exercise its powers under the Municipal Act in relation to airports in another municipality;

AND WHEREAS the Airport is located in the Township of Armstrong, in the District of Timiskaming, municipally known as 106272 Airport Road, more particularly described in Schedule "A".

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual terms and conditions herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) the parties hereto hereby covenant and agree with each other as follows:

1. The control and management of the Airport referred to above in the Township of Armstrong shall be entrusted to the Authority, which Authority shall be known as the Earlton-Timiskaming Regional Airport Authority (the "ETRAA");
2. Each Party Municipality shall appoint one Member to the ETRAA's Board of Directors, who shall in turn act as the Director representing the Party Municipality. Each Member shall have one vote. It is further agreed that each Member shall hold office until a successor is appointed by the respective municipality;
3. Each Party Municipality and its respective appointed Members agree to be bound by the Bylaws, attached at Schedule "B".
4. Each Party Municipality shall collectively contribute to the funding of the operations of the Airport on the basis of an annual levy, apportioned according to the population of each municipality as per the most recent Census available from time to time. The amount of this levy will be set by the ETRAA, from time to time and for 2017 shall be \$9.03 per capita.

5. The fiscal year of the ETRAA shall be January 1st to December 31st.
6. An Executive Committee shall monitor and co-ordinate the most important activities of airport operations and propose amendments and developments of airport operation to the ETRAA board.
7. The Executive Committee shall have active members appointed as follows:
 - (1) From Englehart;
 - (1) From Armstrong;
 - (1) From Temiskaming Shores; and
 - (2) as determined by the other ten (10) municipalities.

The municipal appointments to the executive committee are not required to be members of their respective municipal councils.

8. The Airport Authority is a community-based, non-share capital corporation, incorporated to operate, manage and maintain and invest in the asset it manages.
9. The ETRAA will develop a 5 year operational plan in its first year, for the 2018-2022 period, to be reviewed by the Board of Directors. The ETRAA will apply for grant approvals to cover any part of capital upgrades during this period.
10. The 2018-2022 Operational Plan shall be approved by the municipal councils of each participating municipality and approvals provided to the ETRAA three months prior to December 31, 2017 ("OP Approval Deadline"). The terms of the 2018-2022 Operational Plan shall be binding on all participating municipalities.
11. If approvals are not submitted by all participating municipalities by the OP Approval Deadline, the assets of the ETRAA shall be distributed in accordance with the Articles of Incorporation of the ETRAA and Notice shall be provided to the Corporation of the Township of Armstrong to exercise its option to purchase the assets of the ETRAA.
12. This Agreement shall not be changed or amended without prior written consent from all Party Municipalities;
13. Any differences between the parties as to their rights or obligations under the Agreement and to the affairs of the ETRAA that are not settled by mutual agreement after thorough discussion, shall be referred to a single arbitrator, both parties to agree upon, otherwise three arbitrators, one to be appointed by each party and the third to be chosen by the two named.
14. A quorum of the ETRAA shall be 50% of the members plus one. A vote at a meeting must be carried by the majority of those present at the meeting and voting;

15. a) The Parties hereto acknowledge and agree that where two or more Party Municipalities amalgamate, this Agreement shall enure to the benefit of and be binding upon the Successor Municipality;

b) Where any Party Municipality amalgamates with one or more Non-Party Municipality, this Agreement shall enure to the benefit of and be binding upon the Successor Municipality.

IN WITNESS WHEREOF the Parties have hereunto affixed their corporate seals duly attested by their proper officers in that behalf.

SIGNED , SEALED AND DELIVERED	)	THE CORPORATION OF THE TOWNSHIP OF ARMSTRONG
)	
	)	Per: _____
	)	Mayor: _____
)	_____
	)	Clerk: _____
)	
	)	THE CORPORATION OF THE TOWNSHIP OF CASEY
)	
	)	Per: _____
	)	Mayor: _____
)	_____
	)	Clerk: _____
)	
	)	THE CORPORATION OF THE TOWNSHIP OF CHAMBERLAIN
)	
	)	Per: _____
	)	Mayor: _____
)	_____
	)	Clerk: _____
)	
	)	THE CORPORATION OF THE MUNICIPALITY OF CHARLTON/DACK
)	
	)	Per: _____
	)	Mayor: _____
)	_____
	)	Clerk: _____
)	

) THE CORPORATION OF THE TOWNSHIP OF
) COLEMAN
)
) Per: _____
) Mayor: _____
) _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWN OF
) ENGLEHART
)
) Per: _____
) Mayor: _____
) _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWNSHIP OF EVANTUREL
)
) Per: _____
) Mayor: _____
) _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWNSHIP OF HARLEY
)
) Per: _____
) Mayor: _____
) _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWNSHIP OF HILLIARD
)
) Per: _____
) Mayor: _____
) _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWNSHIP OF HUDSON
)
) Per: _____
) Mayor: _____
) _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWNSHIP OF JAMES

)
) Per: _____

) Mayor: _____

) _____

) Clerk: _____

)

) THE CORPORATION OF THE CITY OF TEMISKAMING
) SHORES

)
) Per: _____

) Mayor: _____

) _____

) Clerk: _____

)

) THE CORPORATION OF THE VILLAGE OF THORNLOE

)
) Per: _____

) Mayor: _____

) _____

) Clerk: _____

Schedule "A"

PIN 61305-0030
PCL 10937 SEC SST;
PT W/12 OF N1/2 LT 7 CON 3 ARMSTRONG
AS IN LT103065 EXCEPT PT 2 H151;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0031
PCL 10952 SEC SST;
PT E1/2 OF N1/2 LT 7 CON 3 ARMSTRONG
AS IN LT103234 EXCEPT PT 1, 5 LT216323,
PT 1 54R2166, PT 5 54R2305, PT 10 54R4904;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0036
PCL 10923 SEC SST;
FIRSTLY: PT LT 7 CON 3 ARMSTRONG
AS IN LT102970 EXCEPT PT 6 54R2305, PT 6, 7
H151;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0037
PCL 11329 SEC SST;
PT N1/2 LT 8 CON 3 ARMSTRONG
AS IN LT104653 EXCEPT PT 3 LT216323;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0038
PCL 6079 SEC SST;
PT N1/2 LT 9 CON 2 ARMSTRONG
AS IN LT70461;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0059
PCL 10936 SEC SST;
PT W1/2 OF N1/2 LT 8 CON 2 ARMSTRONG
AS IN LT103063 EXCEPT LT122397;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0063
PCL 10933 SEC SST;
PT N1/2 LT 9 CON 2 ARMSTRONG

AS IN LT103054 EXCEPT LT122397;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0065
PCL 6043 SEC SST;
PT S1/2 LT 10 CON 2 ARMSTRONG
AS IN LT70015;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0076
PCL 10899 SEC SST;
PT S1/2 LT 10 CON 3 ARMSTRONG
AS IN LT102776 EXCEPT PT 8 LT216323;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0077
PCL 10906 SEC SST;
PT S1/2 LT 8 CON 3 ARMSTRONG
AS IN LT102829 EXCEPT PT 4 LT216323;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0080
PCL 6184 SEC SST;
PT S1/2 LT 9 CON 2 ARMSTRONG
AS IN LT71923;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0139
PT LT 9 CON 3 ARMSTRONG AS IN LT103234
EXCEPT PT 1, 5 H151, PT 5 54R2305; PT 1
54R5118
ARMSTRONG; DISTRICT OF TIMISKAMING

PIN 61305-0142
N1/2 LT 10 CON 2 ARMSTRONG
EXCEPT THAT PT OF THE SAID N 1/2 OF SAID LT
LYING W OF JEAN BAPTISTE CREEK,
LT216323, PT 1 54R4451 & EXCEPT PTS 1 - 5,
54R5863;
TOWNSHIP OF ARMSTRONG

By-Law No. 1

Earlton-Timiskaming Regional Airport Authority

A by-law relating generally to the transaction of the business and affairs of (the “Corporation”)

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Article 1 – General

1.01 Definitions

In this by-law, unless the context otherwise requires:

- a. “Act” means the Corporations Act, R.S.O. 1990, c.38, or successor legislation, and, where the context requires, includes the regulations made under it, as amended or re-enacted from time to time;
- b. “Board” means the board of directors of the Corporation;
- c. “By-laws” means this by-law (including the any schedules to this by-law) and all other by-laws of the Corporation as amended and which are, from time to time, in force;
- d. “Chair” means the chair of the Board;
- e. “Contributing Municipality” means a municipality that contribute to the Corporation’s operating budget, and is a party to the Airport Authority Agreement.
- f. “Corporation” means the corporation that has passed these by-laws under the Act of that is deemed to have passed these by-laws under the Act;
- g. “Director” means an individual occupying the position of director of the Corporation by whatever name he or she is called;
- h. “Member” means a member of the Corporation;
- i. “Members” means the collective membership of the Corporation; and
- j. “Officer” means an officer of the Corporation

Article 2 – Headquarters

The registered office and principal place of business of Corporation shall be located in a municipality in the region of South Timiskaming, Province of Ontario, at such place therein as the Board (as hereinafter defined) may from time to time by resolution determine.

Article 3 – Seal

The seal of the Corporation, if any, shall be in the form determined by the Board.

Article 4 – Funding

Funding for the Corporation shall include, but not necessarily be limited to private donations, municipal contributions of the Contributing Municipalities, provincial and federal grants, foundation grants, and any other viable source of funding as approved by the Corporation which does not violate the Corporation’s Articles of Incorporation or its By-Laws.

Article 5 – Membership in the Corporation

5.01 Members

The Members of the Corporation shall consist of the Directors from time to time of the Corporation who shall be ex-officio Members for so long as they serve as Directors of the Corporation.

5.02 Fees

No fees shall be payable by Members.

5.03 Voting

Each Member shall be entitled to one (1) vote at meetings of Members.

5.04 Termination of Membership

Membership in the Corporation terminates automatically upon the happening of any of the following events:

- (a) If the Member resigns in writing as a Member;
- (b) If the Member dies; and
- (c) If a Member is expelled by Resolution of the Board; and
- (d) The Member is no longer a Director.

Article 6 – Directors

6.01 Election and Term

Each of the Contributing Municipalities shall nominate a Director. All Directors must be Members. The procedure by which the Director is nominated shall be determined by the respective contributing municipality. The Members shall appoint the nominees as Directors. The term of office of the Directors (subject to the provisions, if any, of the articles) shall be from the date of the meeting at which they are elected or appointed until the next annual meeting or until their successors are elected or appointed.

6.02 Vacancies

The office of a Director shall be vacated immediately:

- a) If the Director resigns office by written notice to the secretary, which resignation shall be effective at the time it is received by the secretary or at the time specified in the notice, whichever is later;
- b) If the Director dies or becomes bankrupt;
- c) If the Director is found to be incapable of managing property by a court or under Ontario law; or
- d) If, at a meeting of the Members, a resolution is passed by at least a majority of the votes cast by the Members removing the Director before the expiration of the Director's term of office.

6.03 Filling Vacancies

A vacancy on the Board shall be filled as follows:

- a) A quorum of Directors may fill a vacancy among the Directors;
- b) If there is not a quorum of Directors or there has been a failure to elect the minimum number of Directors set out in the articles, the Directors in office shall, without delay, call a special meeting of Members to fill the vacancy and, if they fail to call such a meeting, the meeting may be called by any Member;
- c) If the vacancy occurs as a result of the Members removing a Director, the Members may fill the vacancy by a majority vote and any Director elected to fill the vacancy shall hold office for the remainder of the removed Director's term; and
- d) The Board may fill any other vacancy by a majority vote, and the appointee shall hold office for the remainder of the unexpired portion of the term of the vacating Director. After that, the appointee shall be eligible to be elected as a Director.

6.04 Committees

Committees may be established by the Board as follows:

- a) the Board may appoint from their number an Executive Committee, as further outlined below; and
- b) Subject to the limits on delegation set out in the Act, the Board may establish any committee it determines necessary for the execution of the Board's responsibilities. The Board shall determine the composition and terms of reference for any such committee, provided that each committee shall be under the direction of at least one member of the Board. The Board may dissolve any committee by resolution at any time.

6.05 Remuneration of Directors

The Directors shall serve as such without remuneration and no Director shall directly or indirectly receive any profit from occupying the position of Director; provided that:

- a. Directors may be reimbursed for reasonable expenses they incur in the performance of their Director's duties; and
- b. Directors may be paid remuneration and reimbursed for expenses incurred in connection with services they provide to the Corporation in their capacity other than as Directors, provided that the amount of any such remuneration or reimbursement is: (i) considered reasonable by the Board; (ii) approved by the Board for payment by resolution passed before such payment is made; and (iii) in compliance with the conflict of interest provisions of the Act.

Article 7 – Officers

7.1 Officers

The Board shall appoint from among the Directors a Chair and may appoint any other persons to be Vice-Chair, Secretary and Treasurer at its first meeting following the annual meeting of the Corporation. These officers shall assume their duties upon election. Any vacancy in office during a term shall be filled by the Board.

7.2 Chair

The Chair shall preside at Board meetings. The Chair shall also be ex-officio member of all committees. The Chair, together with the Secretary, shall have the authority to sign all documents on behalf of the Corporation as may be required in the transaction of the corporation's activities as limited by the Articles of Incorporation or by resolution by the ETRAA.

7.3 Vice-Chair

The Vice-Chair shall assume the Chair's duties in the absence of the Chair. In the event of a vacancy occurring in the office of Chair, the Vice-Chair shall serve as Chair for the remainder of the Chair's unexpired term.

7.4 Secretary

The Secretary shall give due notice of the time and place of all meetings as directed by the By-Laws. The Secretary shall keep the minutes of all meetings of the Board; preserve all pages, letters, and transactions of the Corporation; have custody of the Corporation's seal, if any; execute, with the Chair,

all legal documents; and perform such other duties as are usually expected of such officers. The duties of the Secretary may be delegated by the Board to other representatives.

7.5 Treasurer

The Treasurer shall collect, receive, and have charge of all contributions; shall deposit such funds in the bank designated by the Corporation. The Treasurer shall report the financial standings of the Corporation whenever requested to do so, and shall make a full report to the Board and the Contributing Municipalities at least annually. The duties of the Treasurer may be delegated by the Board to other representatives. The collection, reception and deposit of all payments for services provided by the Corporation remained unchanged and are the responsibility of the airport manager.

7.6 Other Officers

The Board shall have the power to direct such subordinate officers, employees, or agents, as may be necessary, in their judgment, for the conduct of the business of the airport and designate their title and compensation, if any. Officers shall have the power to designate the executive director to perform these tasks and powers as deemed appropriate.

7.7 Responsibilities

The Officers and Directors of the Corporation shall use their best efforts to carry out in good faith the purposes and exercise the powers expressed in the By-Laws in such manner as to further the aims and purposes of the Corporation.

7.8 Vacancies

A vacancy in any office for any reason may be filled by a majority vote of the Board then in office.

Article 8 – Meetings

8.1 Bi-Annual General Meeting

Within ninety (90) days after the end of the municipal fiscal year and at a later date approximately six (6) months later, two (2) general meetings of the Corporation will be held on dates and times that are to be determined by the Board to conduct the review and if deemed reasonable, approval of financial statements, amendments and new proposals along with the evaluation of yearly performances for the Corporation's services and operations.

All meetings of the Corporation shall be open to the public unless the Board is of the opinion that the subject-matter being considered is a financial, personal, security or other matter which should not be disclosed in the interests of any person affected or in the public interest.

8.2 Special General Meeting

A special general meeting of the Members shall be convened at any time and for any purpose, at the request of members representing at least thirty percent (30%) of the votes in the Board.

8.3 Notice of Meeting

Notice of the time, place and purpose of any Corporation meeting shall be sent to each member, either personally or by voice, fax, electronic or standard mail, not less than five (5) days before the meeting. If mailed, notice shall be deemed given by depositing the same in a post office box, postage prepaid, and addressed to the last-known address of such member.

Such notice of meeting shall briefly set forth the matters to be considered; except that the failure to set forth the matters to be considered shall not affect in any way the consideration of such matter at the meeting unless objected to by the majority of members present at such meeting.

8.4 Waiver of Notice

The attendance of a member at a Corporation meeting shall constitute a waiver of notice of the meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the member may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

8.5 Quorum

A quorum at any meeting of the Board shall be 50 per cent plus one of the directors then in office.

8.6 Voting

Each Director has one vote. Questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chair shall not have a second or casting vote.

8.6 Participation by Telephone or Other Communications Facilities

If all of the Directors of the Corporation consent, a Director may participate in a meeting of the Board or of a committee of Directors by telephonic or electronic means that permits all participants to communicate adequately with each other during the meeting. A Director participating by such means is deemed to be present at that meeting.

Article 9 – Executive Committee

The Corporation may create various committees to address various subjects, topics and issues. These committees must be under the leadership of at least one board member and present detailed reports of their work according to the Board's requirements. The creation of the suggested Executive Committee (hereinafter referred to as "EC") would be subject to the same bylaws as the Corporation with the exception of the following:

9.1 EC Purpose

The EC has been formed for the purpose of defining the operational and marketing objectives for the Corporation and setting forth the principles and directives for the resulting policies. It coordinates and monitors the most important activities, defines the portfolio, deploys and evaluates managerial staff, allocates resources and decides on the Corporation's financial steering and reporting to the Corporation's Board. Individual members manage the areas assigned to them on their own responsibility within the framework of the decisions made by the entire Board. The allocation of duties among the members of the EC is defined in a written schedule by them and approved by the Board.

Outlined are the EC's specific tasks that result from the previously mentioned responsibilities:

- Determine what amendments and new proposals for the Earleton-Timiskaming regional airport's services and operations should be presented at the bi-annual meetings of the Corporation;
- Oversee the implementation of new strategic options and determine the necessary means to implement and support them;

- The EC will ensure that all money, property and resources are properly used, managed and accounted for and will keep record of spending for the Board's review;
- Ensure that appropriate policies and procedures are in place for staff and that both are properly managed and supported.

9.2 EC Funding

Funding for the EC is limited to the allocated funds from the Corporation. These funds will be determined during the Bi-Annual meetings of the Corporation. Funds can be allocated at other times during the year but are subject to a majority vote by the members of the Corporation and to Article 14 – Action Without Meeting.

9.3 EC Composition

The EC is composed of five (5) representatives voted on by the Corporation, which are the following: one (1) representative from the Corporation of the Township of Armstrong, one (1) from the Corporation of the Town of Englehart, one (1) from the Corporation of the City of Temiskaming Shores, and two (2) members at large, representing the remaining contributing municipalities.

9.4 EC Officers

The only office will be the EC Chair and he/she shall assume his/her duties upon appointment. The Chair shall be appointed by the Board at the first meeting following the election for a term of four (4) years and until their successors are duly elected and qualified. Any vacancy in office during a term shall be filled by the EC.

The Chair shall serve as chairperson of the EC. The Chair shall preside at all meetings of the EC and of the Corporation (as an observer). The Chair shall have the authority to sign all documents on behalf of the EC as may be required in the transaction of the Corporation's activities, except as limited by the Articles of Incorporation or by resolution by the Corporation. The Chair will also assign roles and responsibilities amongst the other members of the EC.

9.5 EC Meetings (quarterly)

Within ninety (90) days after the end of the fiscal year of the Corporation and at least (3) later dates, four (4) general meetings of the EC will be held on dates and locations that are to be determined by the EC.

These meetings will have the goal of defining the operational and marketing objectives for the airport, setting forth the principles and directives for the resulting policies, allocating resources and deciding on the airport's financial steering. Decisions at meetings will be a majority of the vote cast except where unanimity is required by law. Each member of the EC has one vote and the airport manager, who will be present at these meetings as an observer, will not have a vote. No minimum quorum needed.

Article 10 – Reports

The EC in collaboration with the airport manager shall present an annual report to the Corporation, reviewing the year. This annual report shall include a financial report, operations report, marketing and business development review, strategic initiatives and forecasts.

Article 11 – Gifts

11.1 Donations

The Corporation is empowered to accept donations of money, personal property, or real estate by way of gift, devise, bequest, or otherwise hold title thereto for the benefit and purpose of the Corporation, and to use said property in accordance with the terms of the deed, gift, devise, or bequest of such property, if any, and otherwise the same shall be used in a manner not inconsistent with the purposes of the Corporation and as a majority of the Corporation's members shall direct.

11.2 Expenditures

All funds, monies and other property or income from property of the Corporation shall be expended for such purposes as are described in the Articles of Incorporation, and as authorized by the Corporation. The Board shall authorize payment of expenses and such incidental expenses as may become necessary, from time to time. Such money shall be drawn out only by cheques signed by the Chair. If the Chair is not available for signature, cheques may be signed by the Vice-Chair or Treasurer for expenditures under \$1,000, or by two (2) officers for expenditures over \$1,000.

Article 12 – Amendments

These By-Laws may only be amended by a majority vote of the Corporation at any regular or special meeting of the Corporation, but no amendment shall be in order at any meeting unless written notice of the proposed amendment is included in the notice of the meeting.

Article 13 – Compensation of Directors and Officers

Directors shall serve without remuneration and no director shall directly or indirectly receive any profit from their positions as such, provided that directors may be paid reasonable expenses occurred by them in the performance of their duties.

Article 14 – Action without meeting

The Corporation may take any action required or permitted to be taken without meeting, if before or after such action is taken, all members of the Corporation consent thereto in writing or by voice, fax or electronic vote. The written consents shall be filed with the minutes of the proceedings of the Corporation, and shall have the same effect as a vote of the Corporation at a properly called and noticed regular or special meeting.

Article 15 – Indemnification

Corporation may indemnify any member, officer, employee or agent of the Corporation who is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that he or she is or was a member, officer, employee or agent of the Corporation, or is serving at the request of the Corporation as a member, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses, including reasonable attorney's fees, judgment, fines and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if the member,

officer, employee or agent of the Corporation acted in good faith and in a manner he or she reasonably believed to be in or not opposed to, the best interests of the Corporation and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to, the best interests of the Corporation and, with respect to any criminal action or proceedings, had reasonable cause to believe that his or her conduct was unlawful.

The Corporation may indemnify such person against expenses, including reasonable attorney's fees, actually and reasonably incurred by him or her in connection with the defence or settlement of such action or suit as provided for in this section, except that no indemnification shall be made in respect to any claim, issue, or matter, in which such person has been found liable to the Corporation unless and only to the extent that the Court in which the action or suit was brought was determined, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such Court shall deem proper.

To the extent that a member, officer, employee, or agent of the Corporation has been successful on the merits or otherwise, in defence of any action, suit or proceeding, or in defence of any claim, issue or matter therein, he or she shall be indemnified against expenses, including actual and reasonable attorney's fees, incurred by him or her in connection with such action, suit or proceeding, and an indemnification provision provided by the *Corporations Act*, R.S.O., 1990, C.38.

Any indemnification made hereunder shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the member, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct herein set forth and as set forth in the *Corporations Act*, R.S.O., 1990, C.38. Such determination shall be made either by a majority vote of a quorum of the Corporation consisting of members who were not parties to the action, suit or proceedings; or if such quorum is not obtainable, then by a majority vote of a committee of members who are parties to the action. The committee shall consist of not less than two disinterested members; or by independent legal counsel in a written opinion.

Expenses incurred in defending a civil or criminal action, suit or proceeding as described in this section may be paid by the Corporation in advance of the final disposition of such action, suit or proceedings, upon receipt of an undertaking by or on behalf of the member, officer, employee, or agent, to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made but need not be secured.

The indemnification provided in this action continues as to a person who ceases to be a member, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of the person. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a member, officer, employee, or agent of the Corporation or is serving at the request of the Corporation as a member, officer, employee, or agent of another foreign or domestic partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and

incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability as specified in this section. Such insurance shall be purchased only as authorized by a vote of the members at any meeting called for such purpose.

Article 16 – Dissolution

The Corporation may direct that any associated committees be liquidated or dissolved. Such liquidation and dissolution shall be governed by the terms and provisions of the Articles of Incorporation, where applicable. Liquidation and dissolution may also occur as provided by the Canadian federal and provincial laws, and in such event, such liquidation and dissolution shall be governed by the terms and provisions of the Articles of Incorporation, where applicable. In no event upon dissolution shall the funds inure to the benefit of the private members. Any funds or assets remaining shall be donated to an organization of like purposes qualified by federal or provincial laws and procedures.

Article 17 – Parliamentary Procedures

Any rules and procedures not covered within the Corporation's Bylaws shall be governed by the latest edition of "**Bourinot's Rules of Order**". These rules of order are procedures by which meetings can be conducted in an orderly fashion, issues debated and motions passed according to the majority but with due regard to the rights of the minority. For the most part, rules of order are based on common sense and the need to move through an agenda expeditiously.

Article 18 – Financial Dispositions

18.1 Fiscal Year

The Corporation's fiscal year will begin on January 1st of year and ends December 31st of the same year, until another period is determined by the Board.

18.2 Auditing

The accounts of the Corporation are audited annually by an accountant named by the Board or a member of the EC. Within ninety days after the end of the fiscal year of the Corporation, the Board must receive the audited financial statements of the airport for such fiscal year.

18.3 Banking Records

All cheques, notes and other banking records are signed by the person or persons authorized by the Corporation.

18.4 Contracts

Contracts and other documents requiring a signature from the airport are first approved by the EC and then signed by the authorized person or persons in the Corporation. The Board is authorized from time to time by resolution to appoint any Officer or Officers or any person or persons on behalf of the Corporation either to sign contracts, documents or instruments in writing generally or to sign specific contracts, documents or instruments in writing.

18.5 Borrowing

The Directors may from time to time

- a) Borrow money on the credit of the Corporation; or
- b) Issue, sell or pledge securities of the Corporation; or
- c) Charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts, rights, powers, franchises and undertakings, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the Corporation.

From time to time, the directors may authorize any director, officer or employee of the Corporation or any other person to make arrangement with reference to the moneys borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, and as to the securities to be given therefor, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any monies borrowed or remaining due by the Corporation as the directors may authorize, and generally to manage, transact and settle the borrowing the money by the Corporation.

Article 19 – Interpretation

In all by-laws and special resolutions of the Corporation, the singular shall include the plural and the plural the singular; the word “person” shall include firms and corporations, and the masculine shall include the feminine and neuter. Whenever reference is made in any by-law or any special resolution of the Corporation to any statute or section thereof, such reference shall be deemed to extend and apply to any amendment or re-enactment of such statute or section thereof, as the case may be. Any term used herein that is not defined in 1.01 Definitions, or where there is an inconsistent definition, the definition in the *Corporations Act* shall be used.

Article 20 – Effective Date

This by-law comes into effect when duly enacted by the Board.

BY-LAW of the Corporation duly enacted by the Board of Directors on the ____ day of ____, 20xx, and confirmed by the Members of the Corporation by Resolution signed by all the members dated the ____ day of ____, 20xx.

Name:
Title:

Name:
Title:

Subject: Peters Road Drain - Provisional
Adoption of Engineers Report

Agenda Date: February 07, 2017
Report No.: CS-005-2017

Attachments

Appendix 01 – Engineering Report – Peters Road Municipal Drain

Appendix 02 – Schedule of Assessment

Recommendations

It is recommended:

1. That Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-005-2017;
2. That Council agrees to consider First and Second Reading of a Provisional By-law to approve the Peters Road Municipal Drain for consideration at the February 7, 2017 Regular Council meeting; and
3. That Council hereby appoints **Mayor Kidd** and **Councillor Jelly** to the Court of Revision and directs staff to correspond with the Township of Harris for the purposes of having their Council appoint a member to the Court of Revision.

Background

The *Drainage Act* provides the legislative vehicle for the construction and management of many of the communal drainage systems in rural Ontario. The local municipality is responsible for the management of the drainage systems located within their municipal boundaries and the cost of work is assessed to the landowners in the watershed of the drain. Municipal drain construction or improvement projects must be completed in accordance with the procedures of the *Drainage Act* and must comply with applicable law.

The Director of Public Works (i.e. City – Roads Authority) submitted a *Petition for Drainage Works* dated June 17, 2015. The purpose of the petition is to alleviate excessive drainage causing expensive road washouts due to increased agricultural activity and/or modifications to agricultural lands which has increased water runoff to Peters Road.

Administrative Report CS-029-2015 was considered at the September 1, 2015 Regular Council meeting regarding the petition for a Municipal Drain for Peters Road resulting in the adoption of By-law No. 2015-184 being a by-law to authorize an agreement between K. Smart Associates Ltd. for engineering services related to the Design and Contract Administration for the Peter's Road Municipal Drain. It should be noted that Mr. Basil Loranger (Chieftain Dairy Farms) requested to be added as an additional petitioner to the drainage works to alleviate drainage issues on his abutting lands.

On June 8, 2016 a meeting was held pursuant to the *Drainage Act* to review the preliminary design options prepared by Neal Morris of K. Smart Associates with the petitioners (City –

Chieftain Dairy Farms) and landowners within the catchment area of the drainage works that would be impacted. Mr. Morris explained the municipal drain process and reviewed the options and associated cost estimates.

At the meeting Chieftain Dairy Farms (CDF) inquired as to the cost of the drainage works in the event he opted to withdraw as a petitioner. The consultant, subsequent to the meeting, determined the design and cost estimates based on CDF withdrawing as a petitioner; based on the information provided CDF withdrew as a petitioner.

The consultant finalized **Appendix 01 – Engineering Report – Peters Road Municipal Drain** and has submitted it through the Clerk's office for provisional consideration by Council.

Analysis

The report includes an assessment schedule that levies a share of the project costs on individual properties within the catchment area. **Appendix 02 – Schedule of Assessment** is a summary of those apportionments.

Appendix 01 – Engineering Report – Peters Road Municipal Drain and associated notice was sent to the owners of lands and roads assessed for drainage works, as listed in Appendix 02 on November 29, 2016 outlining that Council will consider Provisional (1st & 2nd reading) approval of a by-law to accept the report at the February 7, 2017 Regular Council meeting. Property owners affected by the drain are invited to this meeting and have an opportunity to speak to the project.

It is recommended that Council directs staff to prepare the necessary by-law to approve the Peters Road Municipal Drain for consideration of Provisional approval (1st & 2nd reading) at the February 21, 2017 Regular Council meeting.

If Provisional approval is given, all assessed owners are sent a notice outlining appeal rights to the Court of Revision. Appeals to the Court of Revision are submitted to the Municipal Clerk of the initiating municipality. Section 52 (1) of the *Drainage Act* speaks to the eligibility of an appeal and reads as follows:

52. (1) *An owner of land assessed for the drainage works may appeal to the court of revision on any of the following grounds:*

1. *Any land or road has been assessed an amount that is too high or too low.*
2. *Any land or road that should have been assessed has not been assessed.*
3. *Due consideration has not been given to the use being made of the land.*

Notice of appeal

(2) *To appeal, the owner shall send a notice to the clerk of the initiating municipality setting out the grounds of the appeal at least 10 days before the first sitting of the court.*

At the Court of Revision the consultant would give evidence regarding each appeal before the Court followed by the appellant presenting their case. The engineer may rebut the landowner's case. The members of the Court retreat and deliberate their appeals in private. The Court of Revision will render a decision and outline further appeal rights. Section 97(3) of the *Drainage Act* states:

“that where the lands assess for the drainage works extend from the initiating municipality into a neighbouring municipality, the court of revision shall consist of two members appointed by the council of the initiating municipality, of whom one shall be chair and one member appointed by the council of each of the neighbouring municipalities and the court shall hear and rule on appeals as if the entire area affected by the drainage works were in one municipality.”

It is further recommended that Council appoint two (2) members of Council to the Court of Revision and direct staff to correspond with the Township of Harris for the purposes of having their Council appoint a member to the Court of Revision. Once members of the Court of Revision are appointed the mandatory meeting can be scheduled.

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 of Temiskaming Shores is the original petitioner as the Roads Authority and those portions of the drainage works assessed to the City are identified in Appendix 02 is estimated at \$25,923.

The financial impact for the construction of the drainage could fluctuate depending on various circumstances such as appeals and tendering.

Section 4 of Ont. Reg. 573/91 under the *Drainage Act* (prescribed forms) outlines that the by-law to adopt the engineer’s report shall be in accordance to Form 7. Form 7 allows for a municipality to allow for the issuance of debentures payable within 10 years at a rate sufficient to redeem the principle and interest on the debentures. **Appendix 04 – Draft Provisional By-law** also indicates that all assessments of **\$1,500** or less are payable in the first year in which the assessment is imposed.

Alternatives

Council could opt to cease the project; however this alternative is not recommended.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

David B. Treen
Municipal Clerk

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

Engineering Report

for the

Peters Road Drain

City of Temiskaming Shores

(Geographic Township of Dymond)

District of Timiskaming

October 14, 2016

File No. 15-265



K. SMART ASSOCIATES LIMITED
85 McIntyre Drive, Kitchener, ON, N2R 1H6

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October 14, 2016

File No. 15-265

PETERS ROAD DRAIN

City of Temiskaming Shores

EXECUTIVE SUMMARY

This is a drainage report that is prepared pursuant to Sections 4 and 8 of the Drainage Act, RSO 1990. The City of Temiskaming Shores had received two (2) separate petitions for improved drainage, i.e. the Drainage Superintendent's (Road Authority) petition for Peter's Road, and a petition from Basil Loranger (Chieftain Dairy Farms Ltd.) (Roll No. 002-08100) for his property in the south part of Lot 11, Concession 3 (Dymond Twp). The proposed drain is located in the south parts of Lots 10 and 11, Concession 3 (Dymond Twp) in the City of Temiskaming Shores.

The primary purpose of this report is to provide for improved drainage for parts of Lot 11, Con. 3, and for Peters Road from Highway 65 to Drive-In Theatre Road.

The work involved with the preparation of this report had followed the Drainage Act process which has involved an on-site meeting, review of the site, undertaking of a survey and design, and the preparation of a report to include descriptions of the work, cost estimates, allowances, specifications, assessment and future maintenance schedules and drawings.

The total estimated cost of the project is \$123,015.

The drain will consist of 1246m: 690m of open ditch (Main Drain) and 556m of closed drain (including the incorporation of 380m on Main Drain and 141m on Branch A).

Total watershed served is approximately 577.9 hectares (1428 acres).

The estimated cost is to be assessed out in accordance with the Schedule of Assessments which is noted to be Schedule A. Schedule A shows the assessment of the total estimated cost for the Peters Road Drain to the affected lands and roads. Schedule A is on Page 23.

Schedule B (Schedule of Assessments for Future Maintenance) will be used to bill out costs of future repair and maintenance when incurred on the Peters Road Drain. Schedule B is on Page 24.

Schedule C may be used to prorate the final cost for the Peters Road Drain. Schedule C illustrates the estimated net assessments after deducting possible available grants and allowances where applicable. Schedule C is included for information purposes only. It is not an official schedule. It is of assistance when preparing the final/actual cost bylaw and grant application. Schedule C is on Page 25.

Appendix A illustrates the calculations of the assessments outlined in Schedule A and Appendix B illustrates the calculations of the future maintenance assessments outlined in Schedule B. Appendices A and B are on Pages 26 to 28.

BACKGROUND

A petition was filed by the Road Authority on June 17, 2015 under Section 4(1)(c) of the Drainage Act with the Clerk of the City of Temiskaming Shores for improved drainage for Peters Road between Highway 65 and Drive-In Theatre Road. In July 2015, City Council requested proposals from various engineers to provide services related to the Peters Road petition, preparation of a report for a proposed drain. K. Smart Associates Limited (KSAL) had submitted a proposal dated August 20, 2015.

On September 15, 2015 KSAL was appointed by the City to prepare a report with respect to the Peters Road Drain in accordance with Sections 4 and 8 of the Drainage Act. An on-site meeting was held on September 24, 2015.

In 2016 a further petition was filed by Basil Loranger (Roll No. 002-08100) on March 30, 2016 with the Clerk of the City of Temiskaming Shores for drainage improvements for their property in part of Lot 11, Concession 3 (Dymond Twp). City Council passed a resolution on April 19, 2016 for the preparation of a combined report to address both petitions under Sections 4 & 8 of the Drainage Act, RSO 1990 as amended. Neal Morris, P. Eng. of K. Smart Associates Limited was appointed as the Engineer to review the petitions and proceed with the report.

A thorough survey of the project site was then conducted, and the design, cost estimates, and schedules were prepared over the period of October 2015 to May 2016. On June 8, 2016 a second meeting was conducted to present the proposed design and associated costs to the landowners and the affected agencies within the watershed. An information package was sent out on August 30, 2016 for the landowners' and agencies' comments on the proposed design and costing. Several comments were received and then the report was subsequently prepared and the drawings, assessment schedules and future maintenance schedule, appendices and specifications were completed and is herein being submitted.

DRAINAGE HISTORY

Along the route of the proposed Peters Road Drain, there is an existing ditch and 1800mm CSP across Peters Road. The proposed drain outlets into an existing culvert across Highway 65 and then an existing ditch downstream of Highway 65 that outlets into Lake Timiskaming. The watershed for the proposed Peters Road Drain does not have any common municipal drain watersheds adjacent to it.

In 1996± Chieftain Dairy Farms Ltd. (Roll No. 002+08100) closed in some of the ditches upstream of Peters Road with tile and catchbasins, etc.

ON-SITE MEETING

The required on-site meeting was held on September 24, 2015. The affected landowners were notified as well as the appropriate Ministries and agencies. In attendance was:

- Doug Walsh (Temiskaming Shores)

- Basil Loranger (Landowner) (Roll No's. 002-07800 & 002-08100) (Chieftain Dairy Farms Ltd.)
- Ed Gorecki (Drainage Superintendent)
- James Johnston (MTO)
- Richard McNaughton (MTO)

Items Discussed:

- Landowner wants to put larger tile (30") in
- In the spring, the tile is overloaded and the overflow swale gets washed out. The soil then fills in the ditch and the road is overtopped.
- There is erosion and sediment deposits around the culvert.
- The MTO culvert on Highway 65 has been recently replaced.
- Ed Gorecki stated that the lands upstream of Basil Loranger's lands have significant flooding problems in the spring and major storm events. They have had beaver problems in the past along Peter's Road.
- Minor cleanout is needed of the ditch downstream of Peter's Road.
- Basil Loranger said that most of his land is tiled and he has tile plans.
- The residential property downstream of Peter's Road has been filling in part of the valley.
- Doug Walsh and Ed Gorecki said that most of the watershed is developed agricultural land. There is good drainage/slope and very little storage. The Township of Harris is in the upper part of the watershed.

The Engineer concluded the meeting by identifying the next steps which would be surveying, developing a design, and creating assessment schedules for the drainage works.

SITE EXAMINATION AND SURVEY

The initial field examination took place on September 24, 2015 after the on-site meeting and the survey was undertaken in the latter part of October 2015.

Across Highway 65 there is an existing culvert that varies in size from 1800mm dia. concrete pipe at the downstream (south) end to a 1200mm dia. smooth wall steel pipe encased in a 2200mm dia. CSP at the upstream (north) end. Across the Chieftain Dairy Farms Ltd. (Roll No. 002-08100) / D. & F. Plante (Roll No. 002-08110) properties there is an existing ditch that has some brush in it. Across the first road crossing of Peters Road is an existing 18m length of 1800mm dia. CSP in good condition.

Along the west side of Peters Road/Chieftain Dairy Farms Ltd. (Roll No. 002-07800) property there is an existing ditch that also has some brush in it. The second road crossing consists of a 19m length of 1800mm dia. CSP that is half full of sediment and an existing 900mm dia. CSP/750mm concrete pipe that serves as a tile outlet for the Chieftain Dairy Farms Ltd. property upstream (east) of Peters Road. Upstream/east of this tile outlet on the Chieftain Dairy Farms Ltd. property there are existing closed drains with ditches/waterways and this property has been systematically tiled.

AREA REQUIRING DRAINAGE & SUFFICIENCY OF PETITIONS

The area requiring drainage for the petition by Basil Loranger (Roll No. 002-08100) was determined to be part of the S½ Lot 11, Concession 3 (Dymond Twp).

Since the petition was signed by the landowner with 88% (9.2 ha of the 10.4 ha) of the area requiring drainage, the petition is deemed to be valid in accordance with Section 4(1)(b) of

the Drainage Act. The Road Authority's petition for improved drainage for Peters Road is valid in accordance with Section 4(1)(c) of the Drainage Act.

DESIGN CONSIDERATIONS

This report has followed the sizing recommendations of the Design and Construction Guidelines.

i) Open Ditch

The ditch is sized to provide an outlet for tile drainage systems. The open ditch is sized for a two (2) year storm event. This standard is in accordance with the Design and Construction Guidelines for drainage construction in accordance with the Drainage Act. The Peters Road culverts seem to satisfy a 10 year storm.

ii) Proposed Pipe/Tile (Closed) Drain

The proposed pipe/tile outlet in combination with the existing pipes across the road provides for a 12.5mm (½") drainage coefficient for the agricultural tiled lands and 25mm (1") for lands contributing surface water to the system. This means that the pipes/tiles will have the capacity to remove 38mm (1½") of runoff in a 24 hour period assuming that the runoff can be admitted to the drain.

iii) Existing Tile (Closed) Drains Being Incorporated

The existing 750mm (30") tile on the Main Drain from the east side of Peters Road to the junction with Branch A provides for a 12.5mm (1/2") drainage coefficient.

The existing 300mm (12") plastic tile on the Main Drain upstream of the 750mm tile provides for a 9.5mm (3/8") drainage coefficient. The existing 350mm tile on Branch A provides for a 12.5mm (1/2") drainage coefficient.

ENVIRONMENTAL CONSIDERATIONS

The proposed Peters Road Drain does not pass through any wetlands. There are no fish or mussel species at risk in the area of the Peters Road Drain. The Ministry of Natural Resources and Forestry shows no endangered species within the area of the Peters Road Drain. The MNR and DFO will receive a copy of this report for review.

The proposed Peters Road Drain outlets into the culvert across Highway 65 which outlets into a natural watercourse that outlets into Lake Timiskaming. Lake Timiskaming is a known Lake Sturgeon spawning habitat. Standard sediment control measure shall be in place during construction and post construction of the Peters Road Drain. These will include permanent sediment traps, vegetated buffer strips and sediment control dams. It is recommended that the sediment traps be cleaned out on a regular basis to limit the movement of sediment collected in them from the upstream lands and from the road corridor itself.

SOILS CONSIDERATIONS

A review of the New Liskeard-Englehart Area Soils Map indicates that the soils in the watershed to be Haileybury clay (good drainage, smooth steeply sloping and stone free), Hanbury clay (imperfect drainage, smooth gently sloping and stone-free to moderately stony) and New Liskeard clay (poor drainage, smooth very gently sloping and stone-free to moderately stony).

The majority of construction will occur in the Hanbury and New Liskeard clay soils.

The Hanbury and New Liskeard clay soils should not present any construction problems. However, efforts should be made to undertake the drain construction during the dry season since the outlet is sensitive habitat for Lake Sturgeon.

PERMITS AND UTILITIES

The only permits/applications that are anticipated for this work are those required by the MNRF, DFO and the MTO. Other permits/applications will be obtained if required.

The only locations where utilities can be expected are at the Peters Road crossings. There are overhead hydro lines on the west side of the road. Underground Bell cables exist along one side of Peters Road.

The contractor will be required to contact the Utilities and all landowners along the proposed drain route to determine the existence of any underground or overhead utilities on roads and private properties, prior to construction. If any owner is aware of buried private utilities, they should make the municipality and the engineer aware during the Consideration and/or Court of Revision of this project, prior to construction.

The contract (tender) documents will also require that the Contractor have locates done of all underground utilities on roadways and private lands where such may exist.

OUTLET CONSIDERATIONS AND SUFFICIENCY OF OUTLET

The work recommended in this report will outlet into an existing culvert across Highway 65 and then into a natural watercourse which outlets into Lake Timiskaming which are deemed a sufficient outlet for the Peters Road Drain.

BRUSHING

The brushing specification in this report is such that where heavy or light brushing is required along the channel, all trees and brush alongside and in the channel width will be brushed or cut and all roots/stumps to be removed. All roots and stumps will be moved laterally to a disposal area and the trunks and brush would similarly be piled in with standing trees at the lateral site but in separate windrows or piles unless such are power brushed in which case the chips will be left where they fall. (If an owner requests, the brush piles can be left at the perimeter of the cleared area rather than pushing in with standing trees.) Generally the approach to be followed is that all standing trees of all sizes are cut and then windrowed or piled in with trees in the adjacent bush along the edge of the cleared area or are power brushed. Then the roots are grubbed out by dozer or excavator and the remaining clearing debris including roots are moved to the designated disposal site. Provisions for lateral drainage are required through all windrows.

Where scattered trees are trimmed or removed along the outlet routes with approval, the materials are to be hauled to one of the disposal sites unless required by owner to be left on site. In open or field areas, scattered trees and brush along the channel may require clearing and grubbing and will be hauled away to a nearby bush.

Where an owner specifically requests that identified trees be cut and trimmed, such will be left in 6m lengths provided the diameter is 150mm or greater. Where an owner requests that specific trees not be cut, the Engineer may allow such to remain if such do not overly impede the Contractor's excavation or leveling operations and will not overly affect future maintenance work.

If an owner should wish additional work done with respect to clearing, he will be responsible directly to the Contractor for the increased costs and this additional work will not be considered to be part of the drain for future maintenance.

FUTURE CONTROL OF BRUSH

It is recommended that the City consider a program of brush control after this project is completed. If any regrowing brush is sprayed approximately one year from the time of the initial brushing, such may avoid more expensive brushing projects in the future. Any spraying should be done by a licensed applicator and could be undertaken as drain maintenance pursuant to the Drainage Superintendent's Program. If properly done, at dry times of the season, no downstream impacts will result. If spraying is not implemented, power brushing of new growth should be done as a maintenance project prior to substantial growth of the brush.

RIPRAP & OTHER BANK PROTECTION

Riprap is the placement of angular stone on top of a filter fabric to give stability to eroding or erodible banks, at tile outlets and at bends and other locations. Riprap is also required as part of culvert work. If additional areas to be protected become evident at the time of construction, additional riprap may be authorized at such time as part of the contingency allowance.

In areas where access for hauling of stone may be difficult, the Engineer may authorize an alternative method of bank protection, such as erosion control blankets or turf reinforced mats as part of the contingency allowance.

REPAIR OF CONSTRUCTED WORK

Should any portions of the constructed work require corrective work up to the end of the maintenance period due to soil instability or erosion, the engineer may authorize bank stabilization (riprap, erosion control mats, etc.), re-sloping of banks and/or stone check dams (temporary rock sediment traps) as necessary. The additional costs for such will be assessed against the overall assessment schedule. The Engineer and City may also elect to do such repairs as works under the Drainage Superintendent, if time and financing allow. If any areas require corrective work as the result of construction deficiencies such will be attended to as part of the contract.

ADDITIONAL WORK ITEMS THAT COULD BE REQUESTED BY OWNERS AT TIME OF CONSTRUCTION

Most items of additional work that could be required by owners at the time of construction (examples of this would be more expensive methods of disposal of excavated or brushed materials) would have to be paid directly by the owner to the contractor and such would not form part of the drain nor be eligible for the grant. Only if the engineer determines that such additional items are necessary for the intended purpose of the drain and that such

are in compliance with OMAFRA policies could such be part of the drain and be eligible for grant and then only if that property has the Farm Property Class Tax Rate (F.P.C.T.R.).

PRIVACY OF LANDS

Even though a Municipal Drain is being constructed across the lands of the various landowners, there still is no right of one landowner to enter onto another landowner's lands. Only the appropriate Municipal representative (Drainage Superintendent) as part of their maintenance of the drain or the Engineer (or Engineer's assistants, i.e. survey or inspection crew) appointed by the City as part of his work with respect to this report, plus the selected Municipality's approved contractors for construction and future maintenance of the drain (branches), have the right to enter onto privately owned lands of others.

SECOND MEETING

On June 8, 2016 a second meeting was held with the landowners and agencies affected to discuss the proposed drain. All owners believed to be in the watershed along with the affected agencies and municipal staff were notified.

The Enginee explained the Drainage Act process and how the assessments were determined. A number of upstream landowners were questioning their assessments.

Basil Loranger did not want a new tile on his property.

INFORMATION PACKAGE SENT TO THE OWNERS

On August 30, 2016 an information package that included drawings, specific notes and possible assessments (net assessments) was sent to all landowners and roads in the watershed.

Basil Loranger (Chieftain Dairy Farms Ltd.) (Roll No. 002-08100) replied and wished that the existing tile drain that he did in 1996± upstream of Peters Road to be incorporated as part of the proposed drain.

RECOMMENDED WORK

As a result of the survey, the designs, the meetings, the discussions and comments from the landowners, the MTO, and City staff, the following is a description of the work recommended for the Peters Road Drain on drain/branch by drain/branch and property by property basis and also describes what the drain is for future maintenance purposes (Note: all roll numbers begin with 54-18-020-):

i) Main Drain

Highway 65 (MTO) / Chieftain Dairy Farms Ltd. (Roll No. 002-08100) (North) / D. & F. Plante (Roll No. 002-08110) (South)

0+000 to 0+008 - Construct permanent rock sediment trap with 10m² of riprap on filter underlay

- 0+000 to 0+285 - Light brushing (10m width)
- 285m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)
- Place/level spoil on north side of ditch

Peters Road (City of Temiskaming Shores)

- 0+285 to 0+287 - Light brushing (10m width)
 - 2m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)
 - Spoil to be hauled away

- 0+287 - Construct permanent rock sediment trap with 10m² of riprap on filter underlay

- 0+287 to 0+305 - Clean out existing 18m length of 1800mm dia. CSP road culvert.
 - Spoil to be hauled away

- 0+305 to 0+307 - Light brushing (10m width)
 - 2m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)
 - Spoil to be hauled away

Chieftain Dairy Farms Ltd. (Roll No. 002-07800)

- 0+307 to 0+690 - Light brushing (10m width)
 - 383m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)
 - Place/level spoil on west side of ditch

- 0+683± to 0+688± - Construct permanent rock sediment trap with 10m² of riprap on filter underlay

Peters Road (City of Temiskaming Shores) / Chieftain Dairy Farms Ltd. (Roll No. 002-08100)

- 0+690 - Place 25m² of riprap on filter underlay at downstream ends of existing 1800mm dia. CSP road culvert, existing 900mm dia. CSP tile outlet and new 450mm dia. HDPE pipe outlet

- 0+690 to 0+709 - Clean out existing 19m length of 1800mm dia. CSP road culvert
 - Spoil to be hauled away

- 0+709 to 0+716± - Place 40m² of riprap on filter underlay at upstream end of existing 1800mm dia. CSP road culvert.

- 0+690 to 0+725 - Install 35m of 450mm dia. HDPE plastic pipe across road by open cut including full granular backfill and gravel road restoration.

- 0+690 to +0725± - Existing 900mm dia. CSP tile outlet across road to remain.
 - No work required.

- 0+723 to 0+725 - Construct WASCoB consisting of 48m long x 0.8m± high earth berm, offset 300mm dia. hickenbottom with 5m of 300mm dia. plastic tubing connection to the 450mm HDPE pipe and with 20m² of riprap on filter underlay.

Chieftain Dairy Farms Ltd. (Roll No. 002-018100)

- 0+725 to 0+860 - Existing 135m of 750mm dia. concrete tile to be incorporated. No work required at this time.
- 0+860 - Existing 900 x 1200mm concrete catchbasin to be incorporated. No work required at this time.
- 0+860 to 1+105 - Existing 245m of 300mm dia. plastic tile to be incorporated. No work required at this time.
- 1+105 - Existing 600 x 600mm concrete ditch inlet catchbasin to be incorporated. No work required at this time.

ii) Branch A

Chieftain Dairy Farms Ltd. (Roll No. 002-018100)

- 0+000 to 0+141 - Existing 141m of 350mm dia. concrete tile with 500mm dia. plastic tile, at outlet into CB at Sta. 0+860 M.D. to be incorporated. No work required at this time.
- 0+141 - Existing 600 x 600mm concrete ditch inlet catchbasin to be incorporated. No work required at this time.

CONSTRUCTION SCHEDULING

Construction cannot commence until after the statutory requirements of the Drainage Act have been satisfied. If there are no appeals after the Court of Revision, construction may commence approximately three months after the date of this report. Appeals under the procedures in the Drainage Act could result in a later starting date for construction, as construction cannot commence until all appeals are settled. Once construction commences, if the work is proceeded with continuously, it should be completed in approximately 8 to 12 working days.

The Engineer may provide inspection during the construction of the drain and may conduct meetings with the contractor and landowners affected by construction at the commencement and the completion of construction. The contract for construction of the drain will be awarded by public tender. Unless construction commencement and completion dates are requested prior to the tender call, the contractor will specify the starting and completion dates for construction in the tender.

DRAIN LOCATION AND WATERSHED PLAN

The location of the Peters Road Drain is shown as a heavy (thick) solid line on the watershed plan on Drawing No. 1 included with this report. The numbers adjacent to this line indicate in meters the distance along the drain. The heavy dashed line indicates the approximate watershed boundary for the Peters Road Drain. The watershed plan also shows the location of other existing drains around the watershed, property boundaries, City assessment roll numbers, and hectares affected by the drain.

PROFILES AND OTHER DRAWINGS

The profiles for the Peters Road Drain are on Drawings No. 2 and 3. The profiles shows the depth and grade of the proposed ditch cleanout. The depth and grade of pipes and culverts are also shown on the profiles. The upper thin solid line represents the existing ground (bank) level along the center line of the new ditch. A lower thin dashed line represents the bottom of the existing ditch. The lower heavy solid line represents the grade line for the proposed new ditch bottom and invert for the new pipe. The lower heavy dashed line represents the grade line to be used for maintenance, for the existing closed (tile/pipe) drains being incorporated.

Drawings 3 to 7 contain the details, cross-sections and Specific and General notes of the Construction Notes (Special Provisions).

COST ESTIMATE

The cost estimate on this project has five components - the Allowances, the Construction Cost Estimate (including contingency items), the Engineering Cost Estimate, the Construction Supervision and Eligible Administration Cost Estimate (which is primarily for interim financing and includes the Net HST), and the Estimated Cost Summary. These are set out in detail in the following sections:

a) Allowances

i) Section 29

Section 29 of the Drainage Act provides for the payment of allowances for right-of-way to landowners who have a portion of a new drain on their property that has not been constructed pursuant to a previous report. This allowance compensates the owners for land used to accommodate the drain (right-of-way), access routes to the drain and the right-of-way alongside the drain for construction and maintenance purposes.

Section 29 allowances are based on the following rates:

<u>Type of Land</u>	<u>Area Land Value</u>
Standard Cultivated Farm Lands	\$ 6,150/ha
High Value (Tiled)	\$ 12,300/ha
Bush (Forest) and Lowlands	\$ 1,125/ha

The allowance for right of way is based on fair market value for the land taken or to be used. A review of the assessed value for the properties was obtained from the recent municipal assessment rolls.

ii) Section 30

Section 30 of the Drainage Act provides for the payment of allowances to landowners along the drain for damages caused to lands and crops by the construction of the drain and in using the access. This allowance includes compensation for the leveling of the materials and the operation of construction equipment.

The allowance for damages to lands is based on common crop yields and historical crop prices compiled by OMAFRA for District of Timiskaming. A fair representative annual crop value has been arrived at using a 4-year composite average for the latest available crop statistics for this area (2012-2015 period). The damage allowance rate is a form of

compensation to account for both the immediate crop damage plus reduced productivity of the land for several years thereafter, caused by the work. The following calculated allowance rates are based on a complete crop loss during the initial year of construction plus incrementally declining losses over the following 4 year period. Based on this approach, the listed damage allowances have been determined for normal open drain applications and applied to standard cultivated lands. Other land uses are proportional to this calculation.

Section 30 (Damages) allowances are provided in accordance with the following rates as shown in the table below. It is felt that the minimum width of work for allowances is 20m average width for ditch excavation and leveling.

Type of Crop	Crop Value
Grains/Hay (Cultivated Lands)	\$ 2,300/ha

iii) Section 31

Section 31 of the Drainage Act provides for the payment of allowances to landowners for an existing drain that was not constructed on requisition or petition under the Drainage Act and is to be incorporated in whole or in part in a drainage works. On this project, there are allowances to the Chieftain Dairy Farms Ltd. property (Roll No. 002-08100) for the existing 135m of 750mm dia. concrete tile, 900 x 1200mm CB and 245m of 300mm dia. plastic tile and 600 x 600mm DICB on the Main Drain from Sta. 0+725 to 1+105 and for the 141m of 350mm dia. concrete tile with 500mm dia. plastic tile at the outlet and a 600 x 600mm DICB on Branch A from Sta. 0+000 to 0+141, all to be incorporated as part of the Peters Road Drain. The tile, CB's etc., were constructed in 1996±. The amount shown is the approximate costs from 1996 (with depreciation).

iv) General

In accordance with Section 62(3) of the Drainage Act RSO 1990, the allowances shown may be deducted from the final assessment levied. A net payment to the owner would only be made when the allowance is greater than the final assessment. The allowances are a fixed amount and are not adjusted at the conclusion of construction. Allowances can only be changed if the report is modified prior to adoption of the report by bylaw or in accordance with the paragraph in this report that deals with changing the scope of work after the bylaw is passed.

iv) Table of Allowances

The allowances payable to the owners entitled thereto on this project are as follows:

Sta.	Roll No. (54-18-020-)	Owner	Distance (m)	Right-of-Way (Sec 29)		Damages (Sec 30)		Existing Dr. (Sec 31)		Total	
				\$	Width (m)	\$	Width (m)	\$			
0+008 to 0+285	002-08100	Chieftain Dairy Farms Ltd.	277	1,700	10	1,100	18	0		\$ 2,800	
0+008 to 0+285	002-08110	D. & F. Plante	277	900	5	100	2	0		1,000	
0+307 to 0+686	002-07800	Chieftain Dairy Farms Ltd.	379	3,500	15	1,700	20	0		5,200	
0+713 to 0+725	002-08100	Chieftain Dairy Farms Ltd.	48	100	5	200	20	0		300	
0+725 to 1+105 MD & 0+000 to 0+141 Br A	002-08100	Chieftain Dairy Farms Ltd.	521	2,300	5	0	0	14,000	++	16,300	
TOTAL ALLOWANCES:						8,500		3,100		14,000	\$ 26,600

Notes:

1. All lands noted above are in the geographic Township of Dymond in the City of Temiskaming Shores.
2. + This is for the berm and WASCoB.
3. ++ Approximate cost from 1996 (with depreciation)

b) Construction Cost Estimate

The estimated cost for Labour, Equipment and Materials to construct the proposed drain is outlined in detail in the following section. The final cost of drain construction cannot be established until the construction is completed. The Contractor is to supply all labour, equipment and materials.

Item No.	Sta.	Description	Unit	Quantity	Unit Price	Cost	
j) Main Drain							
1	0+000 to 0+008	Construct permanent rock sediment trap with 10m ² of riprap on filter underlay	L.S.	1	1,500	\$ 1,500	
2	0+000 to 0+287	Clean-out 287m of existing ditch (2m bottom with 2:1 side slopes)	/m	287	20	5,750	
3	0+000 to 0+287	Seed banks (5m width)	/m ²	1,435	0.50	700	
4	0+000 to 0+287	Light brushing of ditch (10m width)	/m ²	2,870	1	2,900	
5	0+287	Construct permanent rock sediment trap with 10m ² of riprap on filter underlay	L.S.	1	1,500	1,500	
6	0+287 to 0+305	Clean-out existing 18m length of 1800mm CSP road culvert	L.S.	1	1,000	1,000	
7	0+305 to 0+690	Clean-out 385m of existing ditch (2m bottom with 2:1 side slopes)	/m	385	20	7,700	
8	0+305 to 0+690	Seed banks (5m width)	/m ²	1,925	0.50	1,000	
9	0+305 to 0+690	Light brushing of ditch (10m width)	/m ²	3,850	1	3,800	
10	0+683± to 0+688±	Construct permanent rock sediment trap with 10m ² of riprap on filter underlay	L.S.	1	1,500	1,500	
11	0+690	Place 25m ² of riprap on filter underlay at downstream end of existing 1800mm CSP and 900mm CSP and new 450mm HDPE pipe	/m ²	25	45	1,150	a)
12	0+690 to 0+709	Clean-out existing 19m length of 1800mm CSP road culvert	L.S.	1	1,000	1,000	
13	0+709 to 0+716±	Place 40m ² of riprap on filter underlay at upstream end of existing 1800mm CSP	/m ²	40	45	1,800	a)
14	0+690 to 0+725	35m of 450mm dia. HDPE pipe across road by open cut including traffic control and including road restoration	L.S.	1	6,000	6,000	a)
15	0+723± to 0+725	Construct WASCoB with 48m of earth berm, offset 300mm hickenbottom and 5m of 300mm plastic tubing and connection to 450mm HDPE pipe and 20m ² of riprap on filter underlay	L.S.	1	2,500	2,500	

		Sub Total Construction (Part i):				\$39,800
ii) Contingencies						
16		Lump sum contingency allowance	L.S.	1	4,000	\$4,000
		Sub Total Contingencies (Part ii)				\$ 4,000
		TOTAL CONSTRUCTION (Total Parts I and II):				\$43,800 *

Notes:

- a) Part of Special Assessment to Peters Road (Sta. 0+690 to 0+725) (Items 11, 13 & 14).
- There is no construction required from Sta. 0+725 to 1+105 Main Drain and Branch A Sta. 0+000 to 0+141. These portions are being incorporated. (They were constructed by the owner in 1996±).

c) Engineering Cost Estimate

Report Preparation

Set up file, research background information, preparing for and attending on-site meeting, site examination, field survey using GPS including fly levels and cross-sections, preparing plan & profiles and details, drain design, conduct discussions with affected landowners and agencies, attending to alternatives, review watersheds, preparing for and attending a second meeting, preparing and sending out the information packages to landowners and agencies, preparing cost estimates and assessment schedules, prepare future maintenance schedules, specifications, report writing and typing and completing drawings and preparing for and attending two public meetings (Consideration of Report and Court of Revision)

Report Preparation	\$ 35,000
Preparing for and attending Consideration of Report meeting	2,165
Preparing for and attending Court of Revision meeting **	<u>2,165</u>
Total Engineering Cost Estimate	\$ 39,330 *

** Cost up to a maximum of 4 appeals, additional appeals will increase this cost. If the Engineer is not required at this meeting, then this item will be deleted.

The cost for report preparation is usually not altered at the conclusion of a project unless the report is referred back or the report is appealed to the Drainage Tribunal, which would be additional costs. The amounts shown for meetings is an estimate only. Final costs for meetings will be based on time required for meetings plus disbursements.

d) Construction Supervision and Eligible Administration Cost Estimate

i) Construction Supervision

Prepare tender documents and tender call, review tenders submitted and contract award, attend pre-construction meeting, construction inspection, payments, attend final inspection meeting and do final inspection, post construction follow-up, and prepare or assist in preparing the final paperwork including the OMAFRA grant application and actual cost schedule.

Total Construction Supervision (Estimate)	\$ 8,000 *
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The estimate shown for Construction Supervision is based on past experience and assumes good construction conditions and a Contractor who completes the construction in an efficient manner. The final (actual) cost for construction supervision will vary as per the actual time spent during the construction stage plus disbursements.

ii) Eligible Administration Cost Estimate

Section 73 of the Drainage Act directs that the administrative costs incurred by the municipality in carrying out the Drainage Act process shall not form part of the final cost of the drain. However, Section 73(1) outlines that the following eligible administration costs incurred by the Municipality can be included in the cost of the drain: *cost of any application, reference or appeal and the cost of temporary financing*. Sections 73(2) and 73(3) indicate that costs of elected and staff personnel are not eligible.

The Eligible Administration Cost Estimate is included to cover the above referenced items from Section 73(1). This cost estimate primarily provides for interest charges on financing until the bylaw is passed and the final billing is prepared.

This administration cost estimate may not be adequate to cover any legal or engineering costs incurred by, or assessed to the municipality should the project be appealed beyond the Court of Revision though such costs will form part of the final drain cost.

The OMAFRA Agricultural Drainage Infrastructure Program (ADIP) policies (applicable where the provincial grant is made) indicates that municipal costs for photocopying and mailing required to carry out the required procedures under the Drainage Act can be included as eligible administration costs on a drain.

The Harmonized Sales Tax (HST) will apply to most costs on this project (allowances are excluded). However, the Municipality is eligible for a refund of a proportion of the HST paid. Therefore, the cost estimate in this report does include a dollar allowance equivalent to a net tax (Net HST) in the amount of 1.76%. The estimated Net HST has been rounded to the nearest \$5. It is also shown as an eligible administration cost.

The eligible administration cost estimate thus includes an allowance for the following costs:

DFO/MNRF submission, if required	\$ 500 *
Printing of reports	400 *
Printing of tender documents	300 *
Interest Estimate	800 *
Permits and Applications Fees Allowance	100 *
Unforeseen Administration and Supervision Costs	<u>2,500 *</u>
Sub Total:	\$ 4,600 *
Net HST (1.76%) Estimate	<u>1,685</u>
Total Eligible Administration Cost (Estimate):	\$ 6,285
TOTAL CONSTRUCTION SUPERVISION AND ELIGIBLE ADMINISTRATION COST ESTIMATE:	\$ 14,285

e) Estimated Cost Summary

Allowances	\$ 25,600
Construction Cost Estimate	43,800
Engineering Cost Estimate	39,330
Construction Supervision and Eligible Administration Cost Estimate	<u>14,285</u>
TOTAL ESTIMATED COST:	\$ 123,015

* *The estimated Net HST (1.76%) would be applicable to these items.*

It is possible that additional costs (construction and administration) may be incurred if the Ministry of Natural Resources and Forestry (MNR) or Department of Fisheries and Oceans (DFO) would require additional investigation and construction to address their concerns.

ASSESSMENTS

The Drainage Act requires that the total estimated cost be assessed to the affected lands and roads under the categories of Benefit (Section 22), Outlet Liability (Section 23), Injuring Liability (Section 23), Special Benefit (Section 24) and Special Assessment (Section 26). On this project, assessments for Benefit, Outlet Liability and Special Assessments only are involved.

i) Assessments in Schedule A

The method of calculating the assessments in Schedule A is illustrated in Appendix A which has been included with this report. Appendix A divides the drain into intervals. The estimated cost for each interval is then determined. The first step in the assessment calculation is to apply benefit and special assessments, if applicable, to the affected lands and roads in each of the drain intervals. The Benefit Assessments calculated and used on this project provide for a ratio of assessments between various landowners that is judged fair and appropriate for this project.

After deducting the total benefit and special assessments from the interval cost, the balance of the cost is then assessed as outlet liability on a per hectare basis to all lands and roads in the watershed of the interval. As noted, the hectares affected are adjusted prior to calculating the outlet liability. The basis for this adjustment is 1 hectare (2.5 acres) of cleared agricultural land contributing both surface and subsurface water to the drain. Areas which generate greater runoff such as roads, are increased by a factor (1.5 for gravel, 2.0 for paved) and areas which generate lesser runoff such as woodlots and/or low areas (if any) or areas which the surface or subsurface (tiled) waters go elsewhere, are decreased by a factor of 0.5.

These same methods and adjustments have also been used in Appendix B which is used to calculate the assessments in Schedule B (Schedule of Assessments for Future Maintenance).

A minimum assessment of \$50 is used in this project in Schedule A.

ii) Special Benefit

Section 24 of the Drainage Act directs that:

"The engineer may assess for special benefit any lands for which special benefits have been provided by the drainage works."

There are no assessments for Special Benefit at this time. However, Special Benefits could be incurred as follows:

- If a landowner elects to haul spoil off site (where not so indicated by this report) the increased cost of hauling spoil off-site above the cost of leveling or piling spoil will be assessed to the abutting landowners and it is not eligible for the grant.
- If a landowner elects to have a different type of fencing than in this report, the landowner will be assessed the increased cost for the different fence and it is also not eligible for grant.

iii) Special Assessments

Section 26 of the Drainage Act directs that:

"In addition to all other sums lawfully assessed against the property of a public utility or road authority under this Act, and despite the fact that the public utility or road authority is not otherwise assessable under this Act, the public utility or road authority shall be assessed for and shall pay all the increase of cost of such drainage works caused by the existence of the works of the public utility or road authority."

In accordance with Section 26 of the Drainage Act, the City of Temiskaming Shores is assessed the increased costs associated with the Peters Road crossings. The final special assessments will be determined from the contract for construction and as described below. Any additional costs identified by the Engineer will be added to the special assessments where appropriate.

The following table illustrates the calculation of the Special Assessment:

Item	Owner	Cost of Work (Estimate)	Less Equivalent Drain Cost	Plus Eng. & Admin. Cost	Plus Net HST	Special Assessment (Estimate)
Peters Rd Crossing (Sta. 0+690 to 0+725)	City	8,400 a)	2,700 b)	5,000	190	10,890
TOTALS:		8,400	2,700	5,000	190	10,890

Notes:

a) Items 11, 13 & 14 from the Construction Cost Estimate

b) 19m x \$20/m (ditch cleanout) = \$400±, plus 35m of 450mm tile = \$2,300± for a total of \$2,700.

If the City elects to construct the works across their road subject to the Special Assessments (this option is available in accordance with the Drainage Act), the final special assessments shall be calculated with zero for cost of work and then the actual engineering and administration cost and Net HST are entered into the above table to determine the final special assessment. The special assessments will not apply for future maintenance.

Should crossings of utilities (such as Bell and Union Gas) be encountered and require work by the General Contractor, or should any municipal utilities (such as sanitary sewers or water mains) require work by the General Contractor, the costs will also be assessed as special assessments to the utilities or road authority, based on the actual costs incurred and any additional engineering and administrative costs. However, if the utility or road authority undertakes the work themselves, there will be no Special Assessment. If the work of the General Contractor at a utility is only to locate, protect, or possibly put a low cost protective medium above the line and below the channel or to create a small earth berm (where possible) above the utility, there will be no Special Assessment for such.

iv) Assessments in Schedule B (Schedule of Assessments for Future Maintenance)
These assessments are described in the "Maintenance" section of this report.

v) Assessment Summary (Schedules A to C)

The assessments against the affected lands are summarized in Schedule A. Schedule B (Schedule of Assessments for Future Maintenance) illustrates the assessments/ percentages for maintenance for the Peters Road Drain. Schedule C illustrates the net assessments to each owner after possible grants and allowances are deducted. It is not an official schedule, and is included for informational purposes only. Schedule A will be used to assess the final cost of the drain which may vary depending on final construction, engineering, construction supervision, and eligible administration costs. Net assessments in Schedule C may vary depending on the availability of grants.

In Schedules A to C, each parcel of land assessed has been identified by the assessment roll applicable for the City at the time of the preparation of this report. The size of each parcel was established using the assessment roll information. For convenience only, each parcel is further identified by the owners name from the last revised assessment roll. Final assessments are not levied until after the work is certified complete by the Engineer. The final assessments will thus be to the owner of the identified parcel at the time the final cost is levied. Most of the assessed properties (lands) except for the roads are considered agricultural and are taxed as Farm properties and are currently eligible for the Farm Property Class Tax Rate (F.P.C.T.R.) and thus are eligible for the provincial (OMAFRA) two-thirds (66-2/3%) grant and as per OMAFRA's ADIP policies. This grant may also be available for maintenance assessments.

Appendix A shows how the amounts in Schedule A were arrived at.

Appendix B shows how the amounts and percentages in Schedule B were arrived at.

COST OVERRUN PROVISIONS ON DRAINAGE ACT PROJECTS

In any cost estimate prepared by the Engineer, the substantial component relates to "construction". The construction cost estimate is prepared by the Engineer using his best knowledge of past and expected costs. However, any project must be put to tender after any report to implement it is adopted and the costs for construction can vary as per the tender received. The Drainage Act makes it mandatory to have a review by the petitioners if the tender cost should exceed the Engineer's estimate by 33%. It is this Engineer's practice to undertake such reviews if a tendered cost is 20% more than the estimate.

Where a tender does increase the Engineer's estimate substantially, methods are initially sought to try to reduce the scope of the construction to keep the project within the estimate. Also recourse to retendering can be followed.

The allowances component of the report and the engineering for the preparation of the report itself do not vary except if appeals are involved. Construction supervision and eligible administration costs can vary with the extent of the construction supervision required and with any lengthy costs or delays due to appeals, etc. where interest costs and legal representation are impacted.

All increased costs are normally prorated against the assessment schedule that is included. Contingency allowances are also included in the construction cost estimate and unforeseen costs are included in the eligible administration cost estimates and such could reduce the impact of cost increases.

AGENCY APPROVALS

It is recognized that this report is to be submitted to Fisheries and Oceans Canada (DFO) and to the Ministry of Natural Resources and Forestry (MNRF) with respect to Species at Risk.

The DFO is aware of the project and have participated to date on it. With respect to the MNRF, all drainage projects are to be reviewed to determine if there is the potential of a species-at-risk being involved under the Endangered Species Act. The Ministry of Natural Resources and Forestry will be sent a copy of this report for their review and will also be invited to attend the consideration meeting. Further follow up, if required with MNRF, may then be required in the future. An electronic copy of this report will be submitted to the DFO for their review.

ALIGNMENT OF DRAINS IN RELATION TO PROPERTY LINES

All drains shall be constructed generally to the alignment as noted on the plans and as dictated by the Specific Notes in the Construction Notes (Special Provisions). Existing fences near boundaries between properties shall be deemed to be in the proper location of the boundary unless otherwise noted by the affected landowners. In the absence of fences or other properly marked and located legal boundaries, the drains shall be located more or less on the lands as noted in the plans and specific notes without the benefit of a legal survey to confirm property lines.

Construction shall follow the location as specified on the plan, wherever practicable. The location on the plan roughly follows the location of the drain.

Should the owners require a more precise location for the drains in relation to their property line or if there is a dispute about the location of any property line, it is recommended that the owners establish their legal property boundaries in advance of construction or maintenance and/or advise the Drainage Superintendent and/or Engineer prior to construction or maintenance, of the concern re the property line location.

PROVISIONS OF SECTION 61(3) OF DRAINAGE ACT

Pursuant to Section 61(3), a Municipality may pay out of General Funds any assessment equal to or less than \$50. However, if such is done, the Municipality should send a copy of the notice regarding the meeting to consider the report, to any owner affected by Section 61(3)

BUFFER STRIP

In order to facilitate maintenance, provide for nutrient management and decrease the amount of soil erosion and bank degradation, it is recommended that a narrow 0.6m (2') wide buffer strip be maintained on both sides of any open drain. Ideally buffer strips should not be cultivated but could be used for lawn, pasture, access or forage crops.

WORKING CORRIDOR AND RIGHT OF WAY

The Contractor shall be allowed to operate his equipment within a working corridor as defined in the General Notes on the drawings and also in Section E.12 (Access to properties adjoining the work), Section E.10 (Working Area), and Section E.11 (Access) of the General Conditions. Each landowner is required to provide the Contractor and the Municipality with reasonable access to the drain on his property for both construction and maintenance.

MAINTENANCE

After completion, the Peters Road Drain as outlined in this report shall be maintained by the City of Temiskaming Shores with costs of all maintenance to be assessed to the lands and roads prorata with the assessments in Schedule B (Schedule of Assessment for Future Maintenance).

The method of calculating the assessments in Schedule B is illustrated in Appendix B which has been included with this report. The same methods and adjustments as outlined for Appendix A have also been used in Appendix B, with the exception that Special Assessments, if any, were not included in these calculations.

To use Schedule B, the interval in which maintenance is to be undertaken must be identified. Then the percentages shown will be used to establish the amount that each property and road will bear for maintenance costs in that interval. If repair or maintenance is done in 2 or more intervals, the assessments shown are to be totaled. A minimum percentage assessment is applied to all future small lots (built up areas) in the watershed of 0.01% per interval.

The following notes apply for future repairs and maintenance and are to be considered as further specifications for the Peters Road Drain. (Also refer to the "Recommended Work" section of this report which describes what the drain is for future maintenance purposes.)

- a) The cost of replacing the culver(s) at the Peters Road crossings along the drain, shall be assessed fully to the road authority having jurisdiction. The cost of cleaning through such culverts shall be assessed as per ditch cleanout costs upstream/downstream of the road.
- b) The replacement of an existing culvert or placing of a new culvert on private lands along the Peters Road Drain must be approved by the City of Temiskaming Shores. The cost of new laneway culvert and the future maintenance of such a culvert shall be fully incurred by the landowner unless a new Engineer's report is prepared for such under the Drainage Act.
- c) All parties affected by the Peters Road Drain, are encouraged to periodically inspect the drain once constructed and report any visible or suspected problems to the City of

Temiskaming Shores. If any areas require corrective work as the result of construction deficiencies, such will be attended to as part of the contract.

- d) Each owner along the drain must provide an access route to the drain for access by the City to undertake the construction and necessary repair or maintenance. As well, a right-of-way along the drain route equal to the working area described in the drawings is also to be available for future maintenance.
- e) Any landowner making a new connection into the Peters Road Drain (either tile, open ditch or outlet) shall request permission from the Drainage Superintendent to connect to such drain. If the Drainage Superintendent is not notified, this connection will be deemed to be an obstruction under Sections 80 to 82 of the Drainage Act, RSO 1990 and shall be removed at the owner's expense.
- f) Spring Snow/Ice Removal in Municipal Drains - If the Drainage Superintendent receives a written request to remove snow and ice from a drain, and such work is necessary to alleviate a flooding problem, a subcontract shall be entered into with a Contractor to undertake these works. Costs for such can be assessed to the drain for maintenance and would also be eligible for grant.

Other considerations: If the flooding is caused by landowner activities (e.g. road authority creating a blockage in the drain through snowplow activities or a landowner permitting a snowmobile club to use their land and they create a snow/ice dam in the drain), perhaps these activities should be considered a blockage under S. 80 of the Drainage Act. The cost of removing the blockage should then be assessed strictly to the owner who caused the blockage. There are no grants available for Section 80 costs

For instances when snow/ice removal is undertaken and the costs are charged against the drain for maintenance, the appropriate drain interval found in Schedule B shall be used, in conjunction with the following special modifications:

- 50% is to be assessed to the requesting party.
 - The remainder being assessed as per normal maintenance work in Schedule B.
- g) The discharge of anything but clean, unpolluted water into a drain is forbidden by other provincial legislation. Materials such as petroleum products, liquid and granular fertilizers, herbicides, insecticides, fungicides, empty containers/boxes, spoiled produce, domestic and industrial garbage and waste, human or animal sewage, grey water sewage, scrap machinery cannot be stored or placed adjacent to a ditch or tile and can not be allowed to enter a ditch or tile. Any non-compliance should be reported to the Ministry of Environment and Climate Change.
 - h) Under Section 74 of the Drainage Act, RSO 1990, and pursuant to the Peters Road Drain report, a reasonable maintenance right of way shall always be available to allow access to and a working area for drain maintenance (usually a 5m wide right of way on either side or any combination to a maximum of 10m from the centerline of the ditch/waterway/pipe/tile on private lands is used). Landowners may not place obstructions within the R.O.W. that may prevent routine maintenance of the drain. All costs resulting from the removal of such obstructions shall be assessed fully to the landowner without any grant.

PROVIDING FOR FUTURE LAND USE CHANGES

To ensure that the capacity of the drain is not exceeded by future land use changes, it is recommended that all land uses which may generate increased runoff be developed with on-site (form frequency) storm water management.

BYLAW

This report including drawings and specifications, assessment and future maintenance schedules and appendices, when adopted by bylaw in accordance with the Drainage Act, RSO 1990, provides the basis for construction and maintenance of the Peters Road Drain.

GRANTS

In accordance with the provisions of Section 85 of the Drainage Act and OMAFRA's ADIP policies, a grant not exceeding two-thirds (66-2/3%) may be available on the assessments against privately owned parcels of land which are used for agricultural purposes and that currently receive the Farm Property Class Tax Rate are eligible for the grant. Section 88 of the Drainage Act provides for the City to apply for this possible grant upon certification of completion of the drain provided for in this report. The City will first confirm the Farm Property Tax Class for the parcel in the current assessment roll, then deduct the grant from the assessments prior to collecting the final assessments.

If an assessed owner feels that their property should be eligible for the grant, and they can provide proof to the City of this eligibility as noted prior to the final cost levy then the property could have the 2/3 (66-2/3%) grant deducted from the final cost levy. Please be advised that OMAFRA retains the final right to determine eligibility under the grant program, regardless of designation herein.

Schedule C illustrates the net assessments after deducting grants, if any, and allowances from the final assessments and is included for information purposes only. Please note that Schedule C assumes that all project costs will be eligible for the grant and that the identified properties in the watershed will retain the Farm Property Tax Class.

In accordance with Section 85 of the Drainage Act, a grant not exceeding 2/3 (66-2/3%) may also be available in the future on the assessments against privately owned parcels of land taxed as agriculture (as per OMAFRA's ADIP policies), for maintenance and repair of the Peters Road Drain, if done on the recommendation and supervision of an approved Drainage Superintendent and using the same eligibility requirements as outlined above.

CHANGES TO DRAIN AFTER BYLAW IS PASSED AND BEFORE COST IS LEVIED

Should changes, deletions or extensions to the drain proposed in this report be requested or required after the bylaw is passed and the contract is awarded, there may be some difficulty in attending to such. Since this drain is to be constructed in accordance with the Bylaw of the City of Temiskaming Shores, changes to the drain cannot be undertaken without a change to the bylaw. An exception would be very minor changes which are approved by the Engineer and the City in accordance with the General Conditions in the report.

If it is desired to make a substantial addition or deletion to the drain proposed in this report, it will be necessary that a revised report be prepared and processed through the Drainage

Act, or in some cases, an application to the Ontario Drainage Tribunal may be made under the Drainage Act to obtain approval for a necessary change.

If any individual or group of owners require additional work on the proposed drain and are prepared to fully pay for such, they may make their own arrangements with the contractor to have such work constructed. The Engineer must pre-approve such additions to verify there is no impact on the function or maintenance of the drain as proposed. Even so, the work added would not form part of the drain for the purpose of future maintenance, or be eligible for grant.

All of which is respectfully submitted,

K. SMART ASSOCIATES LTD.

Neal Morris

Neal Morris P. Eng.

mw



**SCHEDULE A - SCHEDULE OF ASSESSMENTS
PETERS ROAD DRAIN
City of Temiskaming Shores**

Con	Lot	Roll No.	Owner/Address	Total Ha Affected	Benefit (\$)	Outlet (\$)	Total (\$)
(54-18-020-) <u>City of Temiskaming Shores</u>							
3	S½ 10	002-07800	Chieftain Dairy Farms Ltd.	40.50	19,000	1,007	20,007
3	Pt N½ 10	002-07900	Pedersen Materials Ltd.	42.70	0	1,101	1,101
3	Pt N½ 10	002-08000	Pedersen Materials Ltd.	9.00	0	226	226
3	Pt W½ S½ 11	002-08100	Chieftain Dairy Farms Ltd.	29.00	59,900	747	60,647
3	Pt W½ S½ 11	002-08110	D. & F. Plante	1.90	2,800	73	2,873
3	E½ S½ 11	002-08200	J. Wilson	25.40	0	642	642
3	N½ N½ 11	002-08300	Chieftain Dairy Farms Ltd.	32.50	0	914	914
3	S½ N½ 11	002-08400	1804633 Ontario Inc.	33.80	0	880	880
3	Pt S½ 12	002-08500	J. Wilson	2.40	0	60	60
3	Pt N½ 12	002-08700	D. Rostad	16.40	0	435	435
3	Pt N½ 12	002-08800	Newhome Farms Ltd.	13.50	0	358	358
3	Pt N½ 12	002-08900	Newhome Farms Ltd.	15.90	0	410	410
4	S½ 10	002-15100	Agric. Research Institute of Ont. (OMAFRA)	23.50	0	669	669
4	S½ 11	002-15500	Agric. Research Institute of Ont. (OMAFRA)	55.70	0	1,586	1,586
4	N½ 11	002-15600	P. Peters	27.10	0	771	771
4	W½ S½ 12	002-15900	Agric. Research Institute of Ont. (OMAFRA)	32.40	0	848	848
4	E½ S½ 12	002-16000	M. Benoit	32.40	0	911	911
4	Pt S½ N½ 12	002-16100	M. Benoit	31.60	0	899	899
4	Pt S½ N½ 12	002-16200	C. Grandmaître	0.80	0	34	34
Total Assessments on Lands:				466.50	81,700	12,571	94,271
Highway 65				0.00	50	0	50
Drive In Theatre Road				1.50	0	85	85
Peters Road				4.30	14,700	180	14,880
Special Assessment to Peters Road				-	10,890	0	10,890
½ Sales Barn Road				1.60	0	68	68
Total Assessments on Roads:				7.40	25,640	333	25,973
TOTAL CITY OF TEMISKAMING SHORES:				473.90	107,340	12,904	120,244
(54-14-000-00) <u>Township of Harris</u>							
3	N½ N½ 1	1-12600	Y. Rundle	6.00	0	171	171
4	N½ S½ 1	1-14600	A. & D. Frey	24.90	0	708	708
4	N½ 1	1-14700	A. & D. Frey	58.00	0	1,564	1,564
4	Pt S½ 2	1-14800	M. & E. Auger	7.10	0	102	102
4	W½ N½ 2	1-14900	A. & D. Frey	1.10	0	17	17
5	S½ 1	1-16400	S. Tobler	6.20	0	177	177
Total Assessments on Lands:				103.30	0	2,739	2,739
½ Sales Barn Road				0.70	0	32	32
Total Assessments on Roads:				0.70	0	32	32
TOTAL TOWNSHIP OF HARRIS:				104.00	0	2,771	2,771
TOTAL ASSESSMENTS PETERS ROAD DRAIN:				577.90	107,340	15,675	123,015

Notes:

- Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the City. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.
- The lands noted above in the City of Temiskaming Shores are in the geographic Township of Dymond.

**SCHEDULE B - SCHEDULE OF ASSESSMENTS FOR FUTURE MAINTENANCE
PETERS ROAD DRAIN
City of Temiskaming Shores**

Con. Lot	Roll No.	Owner/Address	Interval 1 (0+000 to 0+287)			Interval 2 (0+287 to 0+725)			Interval 3 (0+725 to 0+860)			Interval 4 (0+860 to 1+105)			TOTAL MAIN DRAIN		BRANCH A Interval 1 (0+000 to 0+141)	
			(\$)	(%)	(%)	(\$)	(%)	(%)	(\$)	(%)	(%)	(\$)	(%)	(%)	(\$)	(%)	(\$)	(%)
3	S 1/2 10	City of Temiskaming Shores	183	4.18	935	15.85	0	0.00	0	0.00	0	0.00	1,118	6.74	0	0.00	0	0.00
3	PI N 1/2 10	Chieftain Dairy Farms Ltd.	188	4.25	239	4.05	59	2.32	0	0.00	0	0.00	484	2.92	179	8.38	0	0.00
3	PI N 1/2 10	Pedersen Materials Ltd.	41	0.94	53	0.90	0	0.00	0	0.00	0	0.00	54	0.57	0	0.00	0	0.00
3	PI W 1/2 S 1/2 11	Chieftain Dairy Farms Ltd.	1,224	27.98	443	7.51	1,019	40.04	2,323	61.70	2,323	61.70	5,009	30.20	1,311	61.41	0	0.00
3	PI W 1/2 S 1/2 11	D. & F. Plante	513	11.73	0	0.00	0	0.00	0	0.00	0	0.00	513	3.09	0	0.00	0	0.00
3	EX S 1/2 11	J. Wilson	115	2.65	7	0.12	0	0.00	5	0.13	5	0.13	131	0.79	0	0.00	0	0.00
3	N 1/2 N 1/2 11	Chieftain Dairy Farms Ltd.	147	3.36	188	3.19	83	3.26	88	2.28	88	2.28	504	3.04	86	4.50	0	0.00
3	S 1/2 N 1/2 11	16C4833 Ontario Inc.	141	3.22	181	3.07	80	3.14	88	2.28	88	2.28	488	2.84	87	4.07	0	0.00
3	PI S 1/2 12	J. Wilson	11	0.25	0	0.00	0	0.00	0	0.00	0	0.00	11	0.07	0	0.00	0	0.00
3	PI N 1/2 12	D. Roslad	70	1.60	90	1.53	39	1.53	67	1.78	67	1.78	265	1.60	0	0.00	0	0.00
3	PI N 1/2 12	Newhome Farms Ltd.	58	1.33	74	1.25	32	1.28	55	1.45	55	1.45	219	1.32	0	0.00	0	0.00
3	PI N 1/2 12	Newhome Farms Ltd.	66	1.51	84	1.42	37	1.45	63	1.57	63	1.57	250	1.51	0	0.00	0	0.00
4	S 1/2 10	Agri. Research Institute of Ont. (OMAFRA)	107	2.45	138	2.34	61	2.40	116	3.08	116	3.08	306	1.85	183	8.57	0	0.00
4	S 1/2 11	Agri. Research Institute of Ont. (OMAFRA)	255	5.83	326	5.53	143	5.62	143	3.08	143	3.08	840	5.06	226	10.59	0	0.00
4	N 1/2 11	P. Peters	124	2.83	159	2.89	70	2.75	118	3.13	118	3.13	471	2.84	0	0.00	0	0.00
4	W 1/2 S 1/2 12	Agri. Research Institute of Ont. (OMAFRA)	136	3.11	174	2.95	77	3.03	130	3.45	130	3.45	517	3.12	0	0.00	0	0.00
4	E 1/2 S 1/2 12	M. Benoit	148	3.34	187	3.17	82	3.22	139	3.89	139	3.89	554	3.34	0	0.00	0	0.00
4	PI S 1/2 N 1/2 12	M. Benoit	144	3.29	185	3.14	81	3.18	137	3.84	137	3.84	547	3.30	0	0.00	0	0.00
4	PI S 1/2 N 1/2 12	C. Grandmalre	5	0.11	7	0.12	3	0.12	5	0.13	5	0.13	20	0.12	0	0.00	0	0.00
Total Assessments on Lands:			3,673	83.96	3,470	58.83	1,869	73.44	3,330	88.42	3,330	88.42	12,342	74.42	2,082	97.52	0	0.00
Highway 65			0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Drive in Theatre Road			14	0.32	18	0.31	8	0.31	8	0.00	8	0.00	40	0.24	23	1.08	0	0.00
Peters Road			233	5.30	1,828	30.96	412	16.19	412	0.00	412	0.00	2,473	14.91	30	1.40	0	0.00
1/2 Sales Barn Road			11	0.25	14	0.24	6	0.24	9	0.27	9	0.27	40	0.24	0	0.00	0	0.00
Total Assessments on Roads:			258	5.87	1,860	31.51	426	16.74	426	0.00	426	0.00	2,553	15.38	53	2.48	0	0.00
TOTAL CITY OF TEMISKAMING SHORES:			3,931	89.83	5,330	90.34	2,295	90.18	3,338	88.69	3,338	88.69	14,895	89.81	2,135	100.00	0	0.00
Township of Harris																		
3	N 1/2 N 1/2 1	Y. Rundie	27	0.62	35	0.59	15	0.59	26	0.69	26	0.69	103	0.62	0	0.00	0	0.00
4	N 1/2 S 1/2 1	A. & D. Frey	114	2.61	146	2.47	64	2.51	109	2.90	109	2.90	433	2.62	0	0.00	0	0.00
4	N 1/2 1	A. & D. Frey	251	5.74	322	5.46	141	5.54	240	6.37	240	6.37	954	5.75	0	0.00	0	0.00
4	PI S 1/2 2	M. & E. Auger	16	0.37	21	0.36	9	0.35	16	0.42	16	0.42	62	0.37	0	0.00	0	0.00
4	W 1/2 N 1/2 2	A. & D. Frey	3	0.07	4	0.07	2	0.08	3	0.08	3	0.08	12	0.07	0	0.00	0	0.00
5	S 1/2 1	S. Tabler	28	0.64	36	0.61	16	0.63	27	0.72	27	0.72	107	0.65	0	0.00	0	0.00
Total Assessments on Lands:			439	10.05	564	9.56	247	9.70	421	11.18	421	11.18	1,671	10.08	0	0.00	0	0.00
1/2 Sales Barn Road			5	0.12	6	0.10	3	0.12	5	0.13	5	0.13	19	0.11	0	0.00	0	0.00
Total Assessments on Roads:			5	0.12	6	0.10	3	0.12	5	0.13	5	0.13	19	0.11	0	0.00	0	0.00
TOTAL TOWNSHIP OF HARRIS:			444	10.17	570	9.68	250	9.82	426	11.31	426	11.31	1,690	10.19	0	0.00	0	0.00
TOTAL ASSESSMENTS PETERS ROAD DRAIN:			4,375	100.00	5,900	100.00	2,545	100.00	3,765	100.00	3,765	100.00	16,585	100.00	2,135	100.00	0	0.00

Notes:
 1. Section 21 of the Drainage Act, RSO 1960 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the City. For convenience only, the owners names as shown by the last revised assessment roll, has also been included.
 2. The lands noted above in the City of Temiskaming Shores are in the geographic Township of Dymond.
 3. See Drawing 1 for Stations.
 4. The dollar assessments are theoretical assessments and are not to be assessed to the owners at this time. The values are used to determine the share for future maintenance to the lands and roads.

**SCHEDULE C - ASSESSMENTS FOR ACTUAL COST BYLAW
PETERS ROAD DRAIN
City of Temiskaming Shores**

Farm Tax Rated	Con	Lot	Roll No.	Owner/Address	Gross Total (\$)	2/3 Grant (\$)	Allow-ances (\$)	NET ASSESS. (\$)
(54-18-020-) <u>City of Temiskaming Shores</u>								
F	3	S½ 10	002-07800	Chieftain Dairy Farms Ltd.	20,007	13,338	5,200	1,469
F	3	Pt N½ 10	002-07900	Pedersen Materials Ltd.	1,101	734	0	367
F	3	Pt N½ 10	002-08000	Pedersen Materials Ltd.	226	151	0	75
F	3	Pt W½ S½ 11	002-08100	Chieftain Dairy Farms Ltd.	60,647	40,431	19,400	816
	3	Pt W½ S½ 11	002-08110	D. & F. Plante	2,873	0	1,000	1,873
F	3	E½ S½ 11	002-08200	J. Wilson	642	428	0	214
F	3	N½ N½ 11	002-08300	Chieftain Dairy Farms Ltd.	914	609	0	305
F	3	S½ N½ 11	002-08400	1804633 Ontario Inc.	880	587	0	293
F	3	Pt S½ 12	002-08500	J. Wilson	60	40	0	20
F	3	Pt N½ 12	002-08700	D. Rostad	435	290	0	145
F	3	Pt N½ 12	002-08800	Newhome Farms Ltd.	358	239	0	119
F	3	Pt N½ 12	002-08900	Newhome Farms Ltd.	410	273	0	137
	4	S½ 10	002-15100	Agric. Research Institute of Ont. (OMAFRA)	669	0	0	669
	4	S½ 11	002-15500	Agric. Research Institute of Ont. (OMAFRA)	1,586	0	0	1,586
F	4	N½ 11	002-15600	P. Peters	771	514	0	257
	4	W½ S½ 12	002-15900	Agric. Research Institute of Ont. (OMAFRA)	848	0	0	848
F	4	E½ S½ 12	002-16000	M. Benoit	911	607	0	304
F	4	Pt S½ N½ 12	002-16100	M. Benoit	899	599	0	300
	4	Pt S½ N½ 12	002-16200	C. Grandmaitre	34	0	0	34
Total Assessments on Lands:					94,271	58,840	25,600	9,831
Highway 65 MTO					50	0	0	50
Drive in Theatre Road City of Temiskaming Shores					85	0	0	85
Peters Road City of Temiskaming Shores					14,880	0	0	14,880
Special Assessment to Peters Road					10,890	0	0	10,890
½ Sales Barn Road City of Temiskaming Shores					68	0	0	68
Total Assessments on Roads:					25,973	0	0	25,973
TOTAL CITY OF TEMISKAMING SHORES:					120,244	58,840	25,600	35,804
(54-14-000-00) Township of Harris								
F	3	N½ N½ 1	1-12600	Y. Rundle	171	114	0	57
F	4	N½ S½ 1	1-14600	A. & D. Frey	708	472	0	236
F	4	N½ 1	1-14700	A. & D. Frey	1,564	1,043	0	521
F	4	Pt S½ 2	1-14800	M. & E. Auger	102	68	0	34
F	4	W½ N½ 2	1-14900	A. & D. Frey	17	11	0	6
F	5	S½ 1	1-16400	S. Tobler	177	118	0	59
Total Assessments on Lands:					2,739	1,826	0	913
½ Sales Barn Road Twp of Harris					32	0	0	32
Total Assessments on Roads:					32	0	0	32
TOTAL TOWNSHIP OF HARRIS:					2,771	1,826	0	945
TOTAL ASSESSMENTS PETERS ROAD DRAIN:					123,015	60,666	25,600	36,749

Notes:

- All of the above lands noted with an "F" are classified as agricultural and currently have the Farm Property Class Tax Rate (F.P.C.T.R.).
- Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the City. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.
- The lands noted above in the City of Temiskaming Shores are in the geographic Township of Dymond.
- The value of the assessments identified in this schedule are estimates only and should not be considered final.

APPENDIX B - CALCULATION OF ASSESSMENTS FOR FUTURE MAINTENANCE
 PETERS ROAD DRAIN
 City of Temiskaming Shores

Construction Net HST	Owner	Interval 1 (0+000 to 0+287)			Interval 2 (0+287 to 0+725)			Interval 3 (0+725 to 0+860) WaCOB's & Tile				
		Total ha Affected	Benefit Adjusted	Outlet %	Total ha Adjusted	Benefit Adjusted	Outlet %	Total ha Adjusted	Benefit Adjusted	Outlet %		
TOTAL ESTIMATED COSTS												
	City of Temiskaming Shores	40.60	40.10	183	4.18	40.10	235	15.85	0.00	0	0.00	
	Chiefain Dairy Farms Ltd.	42.70	40.80	188	4.25	40.80	239	4.05	22.90	59	2.32	
	Pedersen Materials Ltd.	9.00	9.00	41	0.94	9.00	53	0.80	0.00	0	0.00	
	Pedersen Materials Ltd.	29.00	27.20	124	27.08	400	43	7.51	1,000	19	40.04	
	Chiefain Dairy Farms Ltd.	1.90	2.90	13	11.73	0.00	0	0.00	0.00	0	0.00	
	D. & F. Plante	25.40	25.40	116	2.65	1.20	7	0.12	1.20	3	0.12	
	J. Wilson	32.50	32.10	147	3.36	32.10	188	3.19	32.10	83	3.26	
	Chiefain Dairy Farms Ltd.	33.80	30.90	141	3.22	30.90	181	3.07	30.90	80	3.14	
	1804633 Ontario Inc.	2.40	2.40	11	0.25	0.00	0	0.00	0.00	0	0.00	
	J. Wilson	18.40	15.30	70	1.60	15.30	90	1.53	15.30	39	1.53	
	D. Roedel	13.50	12.60	58	1.33	12.60	74	1.25	12.60	32	1.25	
	Newhome Farms Ltd.	15.90	14.40	66	1.51	14.40	84	1.42	14.40	37	1.45	
	Newhome Farms Ltd.	23.50	23.50	107	2.45	23.50	138	2.34	23.50	61	2.40	
	Agric. Research Institute of Ont. (OMAFRA)	55.70	55.70	255	5.83	55.70	326	5.53	55.70	143	5.62	
	Agric. Research Institute of Ont. (OMAFRA)	27.10	27.10	124	2.83	27.10	159	2.69	27.10	70	2.75	
	P. Peters	29.80	29.80	136	3.11	29.80	174	2.95	29.80	77	3.03	
	Agric. Research Institute of Ont. (OMAFRA)	32.40	32.40	146	3.34	32.00	187	3.17	32.00	82	3.22	
	M. Benoit	31.60	31.60	144	3.28	31.60	185	3.14	31.60	81	3.18	
	M. Benoit	1.20	1.20	5	0.11	1.20	7	0.12	1.20	3	0.12	
	C. Grandmaitre	0.80										
	MTO	0.00	0.00	0	0.00	0.00	0	0.00	0.00	0	0.00	
	Drive In Theatre Road City of Temiskaming Shores	1.50	3.00	14	0.32	3.00	18	0.31	3.00	8	0.31	
	Peters Road City of Temiskaming Shores	4.30	6.60	33	5.30	1,800	28	30.98	400	12	16.19	
	City of Temiskaming Shores	1.60	2.40	11	0.25	2.40	14	0.24	2.40	6	0.24	
	City of Temiskaming Shores											
	Township of Harris											
	Y. Riudor	6.00	6.00	27	0.62	6.00	35	0.59	6.00	15	0.69	
	A. & D. Frey	24.90	24.90	114	2.61	24.90	146	2.47	24.90	64	2.51	
	A. & D. Frey	58.00	55.00	251	5.74	55.00	322	5.46	55.00	141	5.54	
	M. & E. Auger	7.10	3.60	16	0.37	3.60	21	0.36	3.60	9	0.35	
	A. & D. Frey	1.10	0.60	3	0.07	0.60	4	0.07	0.60	2	0.08	
	S. Tobler	6.20	6.20	28	0.64	6.20	36	0.61	6.20	16	0.63	
	Twp of Harris	0.70	1.10	5	0.12	1.10	6	0.10	1.10	3	0.12	
	TOTALS:	577.90	1,800	563.40	2,575	100.00	2,900	512.70	3,000	100.00	1,145	100.00
	Benefit%		40%				50%		55%			

PART E

GENERAL CONDITIONS

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E. GENERAL CONDITIONS**E.1 SCOPE**

The work to be done under this contract consists of supplying all labour, equipment and materials to construct the drainage work as outlined in the Instructions to Tenderers, the Form of Tender and Agreement, the Schedule of Tender Prices, the Drawings, the General Conditions and the Standard Specifications.

E.2 DEFINITIONS

- i) M.T.O. means the Ministry of Transportation of Ontario.
- ii) A.S.T.M. means the American Society for Testing Materials.
- iii) C.S.A. means the Canadian Standard Association.
- iv) O.P.S.D. means Ontario Provincial Standard Drawings
- v) O.P.S.S. means Ontario Provincial Standard Specifications

E.3 MUNICIPALITY

Municipality refers to a municipal corporation in the Province of Ontario. Where reference to Township, County, Region, Town, City or Owner appears in the specifications it shall be deemed to be the same as the word Municipality. Where reference to owner appears in the specifications it is usually in reference to the owner of the property on which the drain is being constructed.

E.4 TENDERS

Tenders are to be submitted on a lump sum basis for the complete works or a portion thereof, as instructed by the Municipality. The Schedule of Tender Prices must be completed and submitted with the Form of Tender and Agreement even though the Contract will be lump sum. As outlined in the Instructions to Tenders a deposit in the form of a certified cheque payable to the Municipality must accompany each tender as a guarantee of good faith. All certified cheques, except that of the Tenderer to whom the work is awarded, will be returned within 10 days of the time the contract is awarded. The certified cheque of the Tenderer awarded the work will be retained as Contract Security and returned with the Completion Certificate for the work. The certified cheque can be returned if the Contractor provides an alternate form of Contract Security such as a Performance Bond and/or Labour and Materials Bond for 100% of the amount of the tender or other satisfactory security approved by the Municipality. A Performance Bond may also be required to insure maintenance of the work for a period of one year after the date of the Completion Certificate.

E.5 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Prior to the submission of the Tender the Tenderer must examine the premises and site to compare them with the drawings and specifications in order to be satisfied with the existing conditions and the extent of the work to be done. The Tenderer must ensure that the meaning and intent of the drawings, estimated quantities and specifications is clearly understood before submission of the Tender. No allowances shall be made on behalf of the Contractor by reason of any error made in the preparation of the tender submission.

Any estimates of quantities shown or indicated on the drawings or elsewhere in the tender/contract document are provided for the convenience of the Tenderer. The Tenderer should check the estimate of quantities for accuracy. Any use made of the estimated quantities by the Tenderer in calculating the tendered amounts is done at the Tenderers risk.

In case of any inconsistency or conflict between the drawings and specifications the following order of precedence shall apply: Addenda, Form of Tender and Agreement, Schedule of Tender Prices, Special Provisions, Contract Drawings, Standard Specifications, General Conditions.

E.6 COMMENCEMENT AND COMPLETION OF WORK

The work must commence immediately after the Tenderer is notified of the contract award or at a later date, if set out as a condition in the Form of Tender and Agreement. If weather and ground conditions are unsuitable, work may be started at a later date from either of the above two dates if such delay is approved by the Engineer. The Contractor shall provide a minimum of twenty-four (24) hours advance notice to the Engineer and the Municipality before commencement of any work. The work must proceed in such manner as to ensure its completion at the earliest possible date consistent with first class workmanship and within the time limit set out in the tender/contract document. Failure to commence or complete the work as set out in the tender/contract document may result in a forfeiture of all or part of the Contract Security if the Engineer deems that damages have been sustained to the Municipality or to any landowner because of the non-commencement or non-completion of the contract as awarded and that the failure to meet the specified dates has been the fault of the Contractor.

E.7 NOTICES RE COMMENCEMENT OF WORK

If the Contractor leaves the job site for a period of time after initiation of work a minimum of twenty-four (24) hours advance notice shall be given to the Engineer and the Municipality before commencement of any further work. If any work is commenced without the advance notice the Contractor shall be fully responsible for all such work undertaken prior to such notification and shall make good any works or materials judged to be inadequate or constructed in any manner that may have been subject to alteration if made known to the Engineer prior to commencement of construction.

E.8 PRE AND POST CONSTRUCTION MEETING

The Contractor is required to attend a pre- and post- construction site meeting with the Engineer and landowners before starting and after finishing the work.

The drain is to be walked by the Contractor and each landowner prior to construction to ensure that both agree on the work to be done. It is expected that different portions will be examined at different times. The Contractor shall give the Engineer, Township, and landowners at least two weeks' advance notice of the time that the review may be undertaken. Should the Engineer or Township wish to be present they may so attend. Any difference of opinion as to the work to be done shall be referred to the Engineer for decision. If the landowner is not contacted for such review, they are to advise the Engineer and/or Township.

The Contractor shall, at the end of construction, obtain from each owner a statement indicating that the work has been performed to the owner's satisfaction. If the Contractor is unable to get such letter from the landowner, the Engineer will determine if further work is required prior to releasing the Contractor from the work without the owner's letter.

E.9 PERMITS, NOTICES, LAWS AND RULES

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work. This shall not include the obtaining of permanent easements or rights or servitude. The Contractor shall give all necessary notices and pay all fees required by the law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety and if the specifications and drawings are at variance therewith, any resulting additional expense incurred by the Contractor shall constitute an addition to the contract price.

E.10 WORKING AREA

Where any part of the drain is on a road allowance, the road allowance shall be the working area. For a closed drain the working area shall be a ten (10) metre width on either side of the trench or any combination not exceeding twenty (20) metres. For an open drain the working area shall be twelve (12) metres on the side for leveling and three (3) metres on the opposite side. If any part of the drain is close to a property line then the fence line shall be one of the

limits of the work area. Restricted or increased working areas will be described in detail on the drawings.

E.11 ACCESS

The Contractor shall have access to the drain by entering the working area directly from road allowances or along access routes shown on the drawings. All specifications governing fences, livestock and crops during drain construction shall apply to access routes. No other access routes shall be used unless first approved by the Engineer and the affected landowner. The Contractor shall contact each owner prior to using the designated access routes. Contractor shall make good any damages caused by using the designated access routes.

E.12 ACCESS TO PROPERTIES ADJOINING THE WORK

The Contractor shall provide at all times and at no additional cost, adequate pedestrian access to private homes and commercial establishments unless otherwise authorized by the Engineer. Where interruptions to access have been authorized by the Engineer, reasonable notice shall be given by the Contractor to the affected property owners and such interruptions shall be arranged so as to create a minimum interference to those affected.

E.13 LIMITATIONS OF OPERATIONS

Except for such work as may be required by the Engineer to maintain the works in a safe and satisfactory condition, the Contractor shall not carry out operations under the contract on Sundays or Statutory Holidays without permission in writing from the Engineer. The Engineer may direct in writing to the Contractor to cease or limit operations under the contract on any day or days if the operations are of such a nature, or if the work is so located, or if the traffic is of such a volume, that the Engineer deems it necessary or expedient to do so.

E.14 COLD WEATHER

When work is permitted or ordered by the Engineer to be done in cold weather, the Contractor shall provide suitable means for heating and protection and all the materials shall be heated and protected. Unless the Engineer directs otherwise, all work such as masonry, concrete and painting that may be injured by frost, and which cannot be satisfactorily completed, shall be put in a proper and satisfactory condition, and shall be protected from damage by frost. Unless otherwise specified, the cost of such protection shall be borne by the Contractor. All backfilling operations shall be done as soon as possible to avoid backfilling with ground containing frozen particles. The Contractor will assume all responsibility for damages to any tile drains and for settlements or bank slippages that may result from work in cold weather.

E.15 SUPERVISION

The Contractor shall provide constant supervision of the construction work and shall keep a competent foreman in charge at the site.

E.16 CHARACTER AND EMPLOYMENT OF WORKMAN

The Contractor shall employ only orderly, competent and skillful workers to do the work and shall give preference to available qualified residents in the area of the contract. Whenever the Engineer informs the Contractor in writing that any workers are, in the opinion of the Engineer, incompetent, unfaithful, or disorderly, such workers shall be discharged from the work and shall not again be employed on the work without the consent in writing of the Engineer.

E.17 SUB-CONTRACTORS

If the Municipality so directs, the Contractor shall not sublet the whole or any part of this contract without the approval of the Engineer.

E.18 DRAINAGE SUPERINTENDENT

Where a Drainage Superintendent (Superintendent) is appointed by the Municipality, the Superintendent will act as the Engineer's representative. The Superintendent shall have the power to direct the execution of the work and to make any necessary minor adjustments.

Any instructions given by the Superintendent, which changes considerably the proposed work or with which the Contractor does not agree, shall be referred to the Engineer for final decision.

E.19 ALTERATIONS TO WORK

The Engineer shall have the power to make alterations, additions and/or deletions in the work as shown or described in the drawings or specifications and the Contractor shall proceed to make such changes without causing delay. In every such case, the price agreed to be paid for the work under the contract shall be increased or decreased as the case may require according to a fair and reasonable evaluation of the work completed. Where such changes involve additional work similar to items in the contract, the price agreed to be paid shall be determined after due consideration has been given to the ratio of the tendered amount to the Engineer's estimate of the amount. Alterations ordered by the Engineer shall in no way render the contract void. No claims for variations or alterations in the increased or decreased price shall be valid unless done under an order from the Engineer and notice of such claims made in writing before commencement of such work. In no case shall the Contractor commence work considered to be extra work before receiving the Engineer's approval.

E.20 ERRORS AND UNUSUAL CONDITIONS

The Contractor shall notify the Engineer immediately of any error or unusual conditions which may be found. Any attempt by the Contractor to correct the error without notice shall be done at the Contractor's risk. Any additional cost incurred by the Contractor to remedy an error or unusual condition without notice shall be borne by the Contractor. The Engineer shall direct the alteration necessary to correct errors or unusual conditions. The contract amount shall be adjusted in accordance with a fair evaluation of the work added, deleted or adjusted.

E.21 TESTS

The cost of testing materials, supplied to the job by the Contractor, shall be borne by the Contractor. The cost of testing materials, supplied to the job by the Municipality, shall be borne by the Municipality. The Engineer reserves the right to subject any materials to a competent testing laboratory for compliance to the standard. If any materials supplied by the Contractor is determined to be inadequate to meet the applicable standards, the Contractor shall bear full responsibility to remove and/or replace all such inadequate materials with materials capable of meeting the standards.

E.22 REPLACEMENT OF STAKES

The Contractor shall be held liable for the cost of replacing any stakes or benchmarks destroyed during the course of construction. The drainage area shall be liable for the cost of replacing stakes or benchmarks prior to construction.

E.23 PAYMENT

Progress payments in cash equal to about 90% of the value of the work done and materials incorporated in the work will be made to the Contractor monthly. If directed by the Engineer the Contractor may be required to provide a written request for the progress payment amount. An additional 7% will be paid 45 days after the final acceptance by the Engineer and 3% of the contract price may be reserved by the Municipality as a maintenance holdback for one year from the date of the Completion Certificate.

The holdbacks noted above may be increased by the Municipality if, in the written opinion of the Engineer, particular conditions of the contract require such greater holdback.

After the completion of the work any part of maintenance holdback may be used to correct defects from faulty construction and/or materials provided that notice shall first be given by the Engineer in writing to the Contractor stating that the Contractor has seven (7) days in which to remedy the defect in construction and/or materials.

E.24 TERMINATION OF CONTRACT BY THE MUNICIPALITY

Termination of the contract by the Municipality may be considered if the Contractor:

- should be adjudged bankrupt or make a general assignment for the benefit of creditors or if a receiver should be appointed on account of insolvency;
- should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days notice in writing from the Engineer to supply such additional workmen or materials in order to commence or complete the works;
- should fail to make prompt payment to sub-contractors or for materials or labour;
- should persistently disregard laws, ordinances, or instructions from the Engineer, or otherwise be guilty of a substantial violation of the provisions of the contract;

then the Municipality, upon Certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, give written notice to the Contractor to terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Municipality may deem expedient, but without undue delay or expense. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price will exceed the expense of finishing the work including compensation to the Engineer for additional services and including other damages of every name and nature, such excess shall be paid to the Contractor. If such expense will exceed such unpaid balance including the Contract Security, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer. If the contract is terminated by the Municipality due to the Contractor's failure to properly commence the works, the Contractor shall forfeit the Contract Security and furthermore shall pay to the Municipality an amount to cover the increased costs, if any, associated with a new tender for the contract being terminated.

If any unpaid balance and the Contract Security do not equal the monies owed by the Contractor upon the termination of the contract, the Municipality may also charge such expenses against any money which is or may thereafter be due to the Contractor from the Municipality.

E.25 FINAL INSPECTION

Final inspection by the Engineer will be made within twenty (20) days after receiving notice in writing from the Contractor that work is complete, or as soon thereafter as weather conditions permit. All the work included in the contract must at the time of final inspection have the full dimensions and cross-sections.

Prior to commencing the final inspection an on-site meeting may be held with the landowners directly affected by the construction of the drain. The Contractor will be requested to attend this meeting upon written notice by the Engineer.

E.26 OPENING UP OF FINISHED WORK

If ordered by the Engineer, the Contractor shall make such openings in the work as are needed to re-examine the work, and shall forthwith make the work good again. Should the Engineer find the work so opened up to be faulty in any respect, the whole of the expense of opening, inspecting and making good shall be borne by the Contractor. Should the Engineer find the work opened up to be in an acceptable condition the Contractor shall be paid for the work completed unless the Contractor has been obligated by any specification to leave the work open for the Engineer's inspection.

E.27 CLEANING UP BEFORE ACCEPTANCE

Before any work shall be finally accepted by the Municipality, the Contractor shall make such replacements of improper materials and such corrections of faulty workmanship as have been directed by the Engineer and do such trimming and disposal of rubbish and surplus materials as to leave the work neat and presentable.

E.28 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or complete within the period of time as set forth in the Tender/Contract Document, damage will be sustained by the Municipality. It is understood by the parties that it will be impracticable and extremely difficult to ascertain and determine the actual damage which the Municipality will sustain in the event of and by reason of such delay. The parties hereto agree that the Contractor will pay to the Municipality a sum as set out in the Form of Tender and Agreement for liquidated damages for each and every calendar day delay, including Saturdays, Sundays and Statutory Holidays, in finishing the work in excess of the number of working days prescribed. It is agreed that the liquidated damages amount is an estimate of the actual damage to the Municipality which will accrue during the period in excess of the prescribed number of working days.

The Municipality may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

The Contractor shall not be assessed with liquidated damages for any delay caused by acts of nature, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or any delays of Sub-Contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under the provisions of the Contract, the number of working days shall be increased or decreased as determined by the Engineer.

If the Form of Tender and Agreement does not show an amount for Liquidated Damages then Liquidated Damages do not apply for this contract.

E.29 MAINTENANCE

The Contractor shall repair and make good any damages or faults in the drain that may appear within one year after its completion as evidenced by the Completion Certificate because of imperfect or defective work done or materials furnished if certified by the Engineer as being due to one or both of these causes; but nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the laws of the country, province or locality in which the work is being done. Neither the Completion Certificate nor final payment thereunder, nor any provision in the contract document shall relieve the Contractor from this responsibility.

E.30 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES

The Contractor and all workers, agents or any party under the Contractor's control, including Sub-Contractors, shall use due care that no person or property is injured and that no rights are infringed during the construction work outlined in the contract. The Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roadways, ditches, drains and watercourses, whether natural or artificial, or property of whatever description and in respect of any infringement of any right, privilege or easement where ever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance on the Contractor's part or on the part of any workers, agents or parties under the Contractor's control including Sub-Contractors, and shall bear the full cost thereof. The Contractor shall be fully responsible to make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of or danger or menace to the traffic in any railway or any public or private road entrance or sidewalk and to secure to all persons and corporations the uninterrupted enjoyment of all their rights, in and during the performance of the work. The Contractor shall indemnify and save harmless the Municipality and the Engineer from and against all claims, demands, losses,

costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

Wherever any work is of such an extent and nature that it must necessarily be confined to particular areas of a roadway, a working area, or private property, the Contractor shall use reasonable care not to damage or deface the remaining portions of the property, and if any damage is occasioned as a result of the Contractor's operations, it shall be rectified by and at the expense of the Contractor, to the satisfaction of the Engineer. Notwithstanding the indemnity provisions contained in this section, where in the opinion of the Engineer the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Contractor is responsible under the contract, the Engineer, following notice in writing to the Contractor of an intention so to do, may withhold payment of any monies due the Contractor under this or any other contract until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement, provided however, that the Municipality will not withhold such monies where in the opinion of the Engineer there are reasonable grounds upon which the Contractor denies liability for such damage, injury or infringement and the Contractor has given the claimant a reasonable time in which to establish the validity of the claim, and provided further that the amount withheld under this section shall not exceed the amount of such claims against the Contractor.

Where the Contractor uses privately owned lands for pits or waste disposal areas, the Contractor shall provide the Engineer with a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor. If the said release is not obtained, then sufficient monies will be withheld from the Contractor except, however, where the owner's signature is withheld solely on the basis of damage, injury, or infringement it will be dealt with as provided elsewhere in this subsection.

E.31 LIABILITY INSURANCE

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Engineer, a comprehensive policy of public liability and property damage insurance providing insurance coverage of at least \$3,000,000 for each and every accident, exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policy shall where, and as requested by the Municipality, name the Municipality and the Engineer as an additional insured thereunder and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on part of the Contractor or any of his servants or agents during the execution of the Contract.

E.32 LOSSES DUE TO ACTS OF NATURE, ETC.

All damage, loss, expense and delay incurred or experienced by the Contractor in the prosecution of the work, by reason of unanticipated difficulties, bad weather, strikes, wars, acts of nature, or other mischances, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

E.33 EXISTING CROSSINGS

Where the Special Provisions require an existing crossing to be cleaned, the Contractor shall provide a bottom width and depth that provides capacity equivalent to the capacity of the channel on either side. Excavated materials shall be hauled away unless adjacent owners give permission for leveling. Care shall be taken to ensure that existing abutments or any portion of the structure are not damaged or undercut. The method of removing the material is to be pre-approved by the Engineer.

E.34 ROAD CROSSINGS

If no specific detail is provided for road crossings on the drawings or in the specifications the following shall apply:

A Road Authority will supply no labour, equipment or materials for the construction of the road crossing unless noted otherwise on the drawings or in the specifications.
Road crossings may be made with an open cut unless otherwise noted.
Exact location of crossing shall be verified with the Road Authority or the Engineer.
Pipe shall be placed on a 150mm depth of Granular A shaped for the pipe.
Pipe shall be backfilled with acceptable native material for the base width of the road bed.
The material shall be placed in lifts not exceeding 300mm in depth and shall be thoroughly compacted with an approved mechanical vibrating compactor.
Top 600mm of the road bed backfill shall consist of 450mm Granular B and 150mm of Granular A placed in lifts and fully compacted.
Any surplus excavated material within the road allowance may be spread on the right-of-way with consent of the Road Superintendent otherwise the surplus material shall be hauled away.
Existing asphalt or concrete pavement or surface treatment shall be replaced by the Contractor unless otherwise noted.
Contractor shall be responsible for maintaining any backfill settlement during construction and during the maintenance period.
All road crossings shall meet the approval of the Road Authority.
If any road crossing is not left in a safe manner at the end of the working day barricades and warning signs shall be erected to guarantee the safety of the travelling public.
If the Engineer deems a road to surface to have been damaged by the construction of a drain, either across or along the road, the Engineer may direct the Contractor to restore the road surface to existing or better condition at no additional cost.

Maintenance of Traffic

Unless directed otherwise on the drawings or in the specifications the Contractor shall keep the road open to traffic at all times. The Contractor shall provide suitable warning signs and/or flagmen to the satisfaction of the Road Superintendent to notify motorists of work on the road ahead. If necessary to close the road to through traffic, the Contractor shall provide for and adequately sign the detour route. If a detour is required, the Contractor shall submit a proposal as to the details of the detour for approval by the Road Superintendent. Any signing, barricades and traffic control shall be done in accordance with any specifications of the Municipality. Contractor shall undertake all notifications required for a road closure in consultation with the Municipality.

E.35 LOCATIONS OF EXISTING UTILITIES

The position of pole lines, conduits, watermains, sewers and other underground and overground utilities are not necessarily shown on the Contract Drawings, and, where shown, the accuracy of the position of such utilities and structures is not guaranteed. Before starting work, the Contractor shall have all utilities located within road allowances and on private lands. All utilities shall be exposed to the satisfaction of the utility company to verify that the construction proposed will not conflict with the utility structure. Additional payment will be allowed for relocation of utilities if conflicts should occur. Additional cost for utility relocation will be assessed to the utility company under Section 26 of the Drainage Act.
The Contractor is responsible for protecting all located and exposed utilities from damage during construction. The Contractor shall assume liability for damage caused to all properly located utilities.

E.36 RAILWAYS, HIGHWAYS AND UTILITIES

A minimum of forty-eight (48) hours notice in writing to any Railway's Division Engineer, MTO's District Engineer, or any Utility Company, exclusive of Saturdays, Sundays, and Holidays, is required by the Contractor prior to any work being performed on or affecting the applicable property and in the case of a pipe being installed by open cutting or boring, a minimum of seventy-two (72) hours notice is required.

E.37 LANEWAYS

If no specific detail is provided for laneway crossings on the drawings or in the specifications the following shall apply:
Pipe backfill shall be acceptable native material that can be compacted in place.

On open ditch projects backfill shall be a material that is not easily erodible.
Top 450mm of laneway backfill shall consist of 300mm Granular B and 150mm of Granular A placed in lifts and fully compacted.
Minimum cover on laneway culverts shall be 300mm.
Existing asphalt or concrete pavement or surface treatment shall be replaced by the Contractor unless otherwise noted.
Surface restoration shall be to the full width of the travelled portion of the laneway.
Contractor shall be responsible for maintaining any backfill settlement during construction and during the maintenance period.

E.38 FENCES

No earth is to be placed against fences. All fences removed by a Contractor are to be replaced in as good a condition as existing materials permit. Where practical and where required by the landowner, the Contractor shall take down an existing fence at the nearest anchor post and roll the fence back rather than cutting the fence and attempting to patch it. The replacement of the fences shall be done to the satisfaction of the Engineer. Any fences found in such poor condition that replacement is not possible shall be noted and verified with the Engineer prior to commencement of work. Where directed by the Engineer, additional steel posts shall be placed to adequately support a fence upon re-erection. All fences shall be properly stretched and fastened. Where the Engineer directs that new fencing material be erected, additional payment will be provided.
Any fences paralleling an open drain, that are not line fences, that hinder the proper working of the excavating machinery shall be removed and rebuilt by the landowner at his own expense. If such parallel fences are line fences they shall be removed and rebuilt by the Contractor.

E.39 LIVESTOCK

If any construction will be within a fenced field containing customary farm animals, hereafter referred to as livestock, that are evident or have been made known to the Contractor, the Contractor shall notify the owner of the field or the owner of the livestock 36 hours in advance of access into the field. Thereafter, the owner shall be responsible for the protection of the livestock on the property during construction and shall also be liable for any damages caused by the livestock or caused to the livestock. Where the owner so directs or where the Contractor has failed to reach the owner, the Contractor shall adequately re-erect all fences at the end of each working day and shall have any open trench backfilled within 72 hours including weekends and statutory holidays. In all cases the trench shall be backfilled within 7 days. Failure of the Contractor to notify or to attempt to notify the owner, or failure of the Contractor to erect the fencing or to backfill the trench as described in this paragraph shall render the Contractor responsible for the protection of or damage to livestock on the property and the damage they may cause.

Where livestock may be encountered on any property the Contractor shall notify the Engineer promptly so that arrangements may be made to inspect the drainage works before the time required for backfilling.

E.40 STANDING CROPS

The Contractor shall not be held responsible for damages to standing crops within the working area for the drain. However, the Contractor shall notify the owner of the crops 48 hours prior to commencement of construction so as to allow the owner an opportunity to harvest or salvage the crop within the drain working area. If this advance notice is not given the Contractor may be liable for the loss of the standing crops.

E.41 SURPLUS GRAVEL

The Contractor shall haul away any surplus granular material as construction work proceeds. This does not apply to a road or laneway crossing where surplus gravel may be stockpiled to provide backfill for future trench settlement.

E.42 RIPRAP

All riprap is to be placed on a geotextile underlay (Terrafix 360R or equal) unless directed otherwise in the specific construction notes. Along upstream edges of riprap, where surface water will enter, underlay is to extend a minimum of 300mm upstream from riprap and then be keyed down a minimum of 300mm. The riprap is to be graded heavy angular stone (quarry stone is recommended) with particles averaging in size from 225mm to 300mm and is to be placed at 300mm thickness. Sufficient fine particles are to be included to fill voids. Wherever riprap is placed, the area is to be over dug so that finished top of riprap is at design cross-section, at design elevation or flush with existing ground.

E.43 GEOTEXTILE

To be non-woven fabric that is rot proof, non-biodegradable, chemically resistant to acidic or alkaline soils and is dimensionally stable under different hydraulic conditions. The filter fabric is to be a material whose primary function is to act as a highly permeable, non-clogging soil separator for fine soils. Contractor is to avail himself of manufacturer's recommendations for cutting, installation and precautions necessary to avoid damage to fabric.

Terrafix geotextile is available from:

Coldstream Concrete Ltd., Ilderton, ON

(519) 666-0604

Other approved equals will be considered by the Engineer prior to construction.

E.44 BRUSHING

All brushing shall be in accordance with the drawings.

Where "Heavy Brush" is noted on the Drawings or Special Provisions, it is anticipated a chainsaw will be required to fell trees too large for a power brushing machine.

Where "Medium Brush" is noted on the Drawings or Special Provisions, it is anticipated that tree removal can be accomplished with a power brushing machine.

Where "Light Brush" is noted on the Drawings or Special Provisions, it is anticipated that incidental tree and brush removal can be accomplished with an excavator.

All Brushing shall include grubbing unless specified in the Drawings or Special Provisions. Where an owner requests that grubbing or root removal not be done, the engineer may consider such provided trunks are close cut, the leveled spoil covers the exposed trunk and provided other particles of brush, etc. do not protrude through the leveled spoil.

Where it is feasible to work around existing trees that do not impede the function of the drainage works, the Contractor shall not remove any deciduous tree larger than 300mm and any coniferous tree larger than 200mm, unless authorized by the Engineer. Where an owner requests for specific trees to remain, the Engineer may allow such to remain if they are in good condition and not likely to impede the function of the drain, will not significantly impede the Contractor's excavation or leveling operations and will not impede future maintenance work.

Where an owner requests good timber in excess of 150mm diameter to be left separated for their use, the Contractor shall brush such, cut such into 6m lengths and leave along the edge of the cleared area.

Any deviations from these requirements must be approved in writing by the affected landowner and by the Municipality responsible for maintenance.

The Contractor shall meet with each owner prior to work and agree on the brushing work. Any disagreements are to be referred to the Engineer. The Special Provisions may provide specific notes re clearing on individual properties.

A sign-off letter from all landowners confirming their satisfaction with brushing may be required. Failure to follow these brushing requirements may nullify payment for the work with which the brushing is associated.

i) In Bush Areas

Brushing in bush area is to be the width of the channel plus 15m on each side of the channel, unless described otherwise in the Drawings or Special Provisions.

The method for brushing is to remove all trees and brush, excavate all stumps and push the material into separate windrows or piles among the standing trees, or at the edge of the cleared area if requested by the landowner and approved by the Engineer, so that no brush or roots remain within the area designated for brushing. In bush areas, stumps are to be put in a separate pile from brush unless the owner agrees to combined piles. After stumps are removed, loose particles of wood are to be picked up and moved and then the area is to be cleaned and leveled off by bulldozer or by root rake to the satisfaction of the Engineer and the owner. Grubbed materials are to be put in the root piles. Removal of earth is to be minimized. Provisions for lateral drainage are required through all windrows.

As an option, smaller trees and brush may be power brushed and if approved by the owner, the cut materials may be piled with the stumps which are to be excavated. If power brushing is used, larger trees will still be separately cut and piled and passage over the area by bulldozer or root rake will still be necessary.

Roots may remain in channel banks where the bank does not have to be altered. However the trunk is to be cut flush to the bank.

Wherever bush is too thick or heavy, in the Engineer's opinion, to be windrow cleared with grubbed materials placed among standing trees, such shall be skidded to the perimeter of the bush as part of the project.

If any owner requires a more costly method for clearing or disposing of brush, the increased costs, etc. shall be paid by the owner directly to the Contractor and such work shall not form part of the drain project or be eligible for grant. Such work would only be eligible for grant if the Engineer deemed such additional brushing effort was necessary for the proper performance of the drain. In all cases, the owner's approval of the brushing operation will be required prior to the Engineer making full payment for the excavation and brushing work.

When there is bush on one side of the drain only, these requirements apply to that side.

Where "Heavy Brush" is noted on the Drawings, it is anticipated a chainsaw will be required to fell trees too large for removal by a power brushing machine. Where "Medium Brush" is noted on the Drawings, it is anticipated that tree removal can be accomplished with a power brushing machine. Where "Light Brush" is noted on the Drawings, it is anticipated that incidental tree and brush removal can be accomplished with an excavator.

ii) In Field Areas

Where ditches are in or adjacent to field areas but require scattered or narrow widths of brushing, the brushed material may be placed on the leveled spoil if the owner allows such or otherwise it is to be piled or windrowed on adjacent lands unless Special Provisions indicates it is to be piled among adjacent standing trees. Provisions for lateral drainage are required through all windrows. Any stumps from cut trees or brush are to be excavated and hauled away. Disposal sites for this brush and stump material may be within bush areas on the same farm if the owner approves or at another location on the property for which the Contractor obtains approval, or in with nearby standing tree/bush areas on the same farm if so indicated in the Special Provisions.

Where a bush exists on one side, the material is to be disposed of in the bush and the bush requirements apply. Similar provisions exist for roots in channel banks that do not have to be reworked.

iii) Where Owner Does Clearing

Wherever the Special Provisions indicate that clearing may be undertaken by the Owner and/or where such clearing by Owner is permitted by the Municipality, then the Owner is to attend to the same brushing requirements listed above for the Contractor, including movement of brush to adjacent bush areas but with the exception that the grubbing, raking and windrowing/piling of roots will be the responsibility of the Contractor as part of the excavation work. If the Owner does not attend to the clearing in full or in part, the Contractor is to do such and will be paid additional money as indicated in the Special Provisions if the Special Provisions specifically states the owner is to do clearing. All of this work is to be done prior to excavation. If the Owner desires a less costly method of grubbing and if the Engineer agrees in advance, a memo to that effect is to be signed by the Owner.

E.45 DISPOSAL OF MATERIALS

The Contractor shall locate the disposal site for all materials to be disposed of.

E.46 EXCESS TILE

If the tile is supplied by the Municipality, the Contractor shall stockpile all excess tile in one readily accessible location for pickup by the Municipality at the end of the job. If the tile is supplied by the Contractor, he/she shall remove all excess tile from the job site.

E.47 ROCK REMOVAL

Rock shall be defined as bedrock and boulders that are greater than one-half cubic metre in size and that require blasting or hoe-ram removal. All blasting shall be performed by a competent qualified blaster. A pre-blast survey must be done if any building is within 200m of any blasting. The pre-blast survey shall be included in the unit price for blasting rock. All blasting shall follow OPSS 120. Extreme care shall be taken for the transport, storage and use of explosives. All blasted material shall be treated as spoil and piled or used to replace imported riprap. The trench shall be excavated to 150mm below the grade elevation and to a width of 1.0m. On tile drains, the top of the rock in the trench after excavation shall at no point be less than 100mm below the grade line. Pay limits for the excavation of rock quantities shall be based on cross-sections taken at 3 metre intervals. The top shall be the original rock surface; the bottom shall be 0.15m below the grade elevation and the width shall be 1.0m. There will be no payment for overbreak.

E.48 EROSION CONTROL BLANKETS

The Erosion Control Blanket (ECB) shall be a long term biodegradable erosion control blanket and may be straw/coconut (SC200) or coconut only (C200) as supplied by Terrafix, Coldstream or approved equal. The blanket and the staples shall be supplied and installed as per OPSS 572. The blankets are to be single course.

Erosion control blanket shall be placed and stapled into position as per the manufacturer's installation instructions on all slopes found to be unstable as directed by the Engineer. Blankets shall be installed in direct contact with the ground surface to form a uniform, cohesive mat over the seeded earth area. The Contractor shall ensure that the ECB is anchored to the soil and that tenting of the ECB does not occur. On slopes, the uppermost edge of the ECB shall be anchored in a 150mm by 150mm deep trench when the ECB cannot be extended and anchored over the crest of the slope. The trench shall be backfilled with earth and compacted.

E.49 SEEDING OF NEW OR DISTURBED DITCH BANK SLOPES & BUFFER STRIPS

For seeding use mechanical (cyclone) spreader and the following shall apply:
Seed mixture to be applied at 60kg/ha and to be as follows:

i) Ditch Banks

35% Creeping Red Fescue

25% Birdsfoot Trefoil
 25% Kentucky Bluegrass
 10% Cover Crop (Oats, Rye, Barley, Wheat)
 5% White Clover

ii) Waterways (If Required)

Seed mixture shall be an approved mixture (Canada No. 1) suitable for waterway construction. Preapproval by the Engineer is required. Contractor shall arrange for watering new seed with owners. Contractor responsible for re-seeding as necessary for uniform catch during warranty period. Also to be in accordance with OPSD 572 (seeding and mulching).

iii) Seeding of Disturbed Green/Lawn Areas (Where Required - Berms and Road Right of Ways)

Seed mixture shall be an approved residential lawn mixture (Canada No. 1). Contractor shall arrange for watering new seed with owners. Contractor responsible for re-seeding as necessary for uniform catch during warranty period. Also to be in accordance with OPSD 572 (seeding and mulching).

Fertilizer shall be 5:20:20 or 10:10:10 applied at 300 kg/ha. Seed and fertilizer shall be applied as soon as possible after excavation (the end of the day).

Provide temporary cover for late fall planting add as additional 10 kg/ha of rye or winter wheat.

Areas that remain grassed after excavation may not need to be seeded unless directed otherwise by the Engineer.

E.50 GRASSED WATERWAYS AND OVERFLOW SWALES

Grassed waterways and overflow swales shall be constructed along the existing low lands typical along the historical flow route. The swale shall have 1m bottom width and 8:1 side slopes and 300mm depth unless stated otherwise in the Special Provisions.

E.51 BUFFER STRIPS

Vegetated buffer strips shall be placed along the top banks of open ditches 3m width and 1m around the entrance of any catchbasin. A buffer strip shall be permanently vegetated and can be tilled on an infrequent basis.

E.52 SEDIMENT CONTROL TRAPS

i) Permanent Sediment Traps (Rock)

Wherever permanent sediment trap dams are specified, the work shall be done in accordance with the NE Detail. Rock sediment traps are required. Permanent sediment traps shall be installed prior to any excavation taking place upstream of that location. The dam shall extend to the top of the banks so that overflow cannot wash the bank out along the edge. In each case the rock shall be recessed a minimum of 150mm into the ditch bottom. A small deepening of the channel upstream of the sediment trap shall be undertaken as provided in the detail. The over-excavated section shall have a bottom width equal to that of the adjacent channel, and side slopes shall match the existing drain banks.

The Contractor shall maintain the sediment trap during the course of construction and for one year after completion of the work. The sediment traps shall be maintained (one year).

ii) Temporary Sediment Traps (Rock)

Wherever temporary rock sediment trap dams are specified, the work shall be done in accordance with the NE Detail. Rock sediment traps are required. Temporary rock sediment traps shall be installed prior to any excavation taking place upstream of that location. The dam shall extend to the top of the banks so that overflow cannot wash the bank out along the edge. In each case the rock shall be recessed a minimum of 150mm into the ditch bottom. A small deepening of the channel upstream of the sediment trap shall be undertaken as

provided in the detail. The over-excavated section shall have a bottom width equal to that of the adjacent channel, and the side slopes shall match the existing drain banks. Note: Do not install filter fabric underlay in sediment traps.

The Contractor shall maintain the sediment trap during the course of construction and for one year after completion of the work. The sediment traps shall be temporary (one year) and shall stay in place over one winter and are to be disposed of in the channel bottom for fish habitat in the following late spring or early summer. The rock is to be leveled in the deepened section so that it is below the required ditch grade. Accumulated sediments shall be removed and leveled as well. In addition, prior to leaving the project site at the end of the construction year, any accumulated sediments shall be removed and leveled.

iii) Temporary Sediment Traps (Straw Bales)

Temporary sediment traps shall be installed in any ditch prior to any excavation taking place upstream of that location. The trap may be straw bales unless rock is specified. The straw bale dam is to consist of a minimum of 2 rows of 3 bales each with 2 iron fence posts or 1.2m long wood stakes per bale. The straw bales are to be embedded 150mm.

The Contractor shall maintain the straw bale sediment trap during the course of construction and for up to one year after completion of the work. The sediment traps shall be temporary (one year) and shall stay in place over one winter (or for less time if the Engineer directs) and are to be removed and disposed of. Accumulated sediments shall be removed and leveled as well. Prior to leaving the project site at the end of the construction year, any accumulated sediments shall be removed and leveled.

iv) Sediment (Turbidity) Curtains

A turbidity curtain is required when there is permanent water level/flow for drainage works and a permanent/temporary sediment trap is not feasible. These turbidity curtains are to remain in place during construction of the section of area confined and are then to be moved as required when the work has been completed.

Turbidity curtain locations are to be carefully considered with respect to lateral channels and tile inlets.

The Contractor will be required to supply catalogues, brochures, suppliers' information for pre-approval of the turbidity curtains proposed. Turbidity curtains shall meet the requirements of OPSP 219,260 and 219.261 and OPSS 577.05.02.04.

The curtain must be capable of passing residual base flows in the drainage works but at a depth below the surface.

There shall be no separate measurement for payment for turbidity curtains. Turbidity curtains shall be replaced whenever it is evident that the curtain has been damaged or that it is clogged by sediments.

Each time a turbidity curtain is relocated, it is to be inspected by the Engineer to confirm that such may be reused. It shall be cleaned prior to any relocation. Where a turbidity curtain remains in place for more than two weeks it is to be inspected for damage and or clogging and any necessary cleaning or repair is to be undertaken.

Best management practices for turbidity curtains are to be observed. All turbidity curtains are to fully cover the affected area and are to be secured to trees, stakes or other to prevent dislodging with flows.

v) Splash Pool/Sediment Trap

The Engineer will layout the top of banks of the splash pool prior to excavation. The landowner, Contractor and Engineer are to meet prior to excavation and agree on location, disposal of excavated materials, treatment of existing outlets and riprap areas.

The Contractor shall maintain the sediment trap during the course of construction and for one year after completion of the work. The sediment traps shall be maintained (one year).

E.53 TWO STAGED DITCH or LOWFLOW CHANNELS

Unless specified otherwise in the special provisions, all channels with a bottom width greater than 1.8m bottom width, without permanent water and with a grade less than 0.07%, shall have a low flow notch in the bottom of the channel. The bottom of the low flow notch shall be the grade of the ditch as shown on the profiles. The notch shall be 200mm to 300mm deep with a 300mm top width. The low flow notch is not to be seeded and can meander along the main channel bottom provided it remains at least 400mm from the main channel toes.

E.54 POLLUTION

The Contractor shall keep their equipment in good repair. The Contractor or any lands shall not spill or cause to flow polluted material into the drain that is not acceptable to the Ministry of Environment. The local Ministry of Environment office shall be contracted if a polluted material enters the drain. The Contractor shall refill or repair equipment away from open water. If the Contractor causes a spill, the Contractor is responsible to clean-up the spill as directed by Ministry of Environment clean-up protocols.

E.55 SPECIES AT RISK

If a Contractor encounters a known Species At Risk designated by the MNR or DFO, the Contractor shall notify the Engineer immediately and follow the Ministry's guidelines to work around the species.

F.1

STANDARD SPECIFICATIONS

FOR

OPEN DRAINS

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F.1.1 DESCRIPTION

Work under this item shall include the supply of labour, equipment and materials required for: clearing of trees, roots and debris within the working area, channel excavation to the cross-section specified, leveling or disposal of all excavated material (spoil) as directed, remove and replace all fences as required, installation of all road and laneway crossings required, reconstruction of all intercepted drains as required, installation of riprap protection required and any other items indicated in the Schedule of Tender Prices or specified in the Special Provisions as being part of the Open Portion. Special Provisions take precedence over this Standard Specification.

F.1.2 MATERIALSA) Corrugated Steel Pipe

Corrugated Steel Pipe (CSP) shall be according to OPSS 1801 (CSA G401). Unless stated otherwise in the Special Provisions the pipe shall be:

- galvanized
- helical corrugation with lock seam and re-rolled annular ends
- 68mm x 13mm corrugation profile for diameters up to 1200mm
- 125mm x 25mm corrugation profile for diameters 1200mm and larger
- minimum wall thickness of 1.6mm for diameters up to 500mm
- minimum wall thickness of 2.0mm for diameters 600mm and larger
- standard couplers matching the pipe diameter and material

Other coatings that may be specified included aluminized Type 2 or polymer. Polymer coating shall be a 254mm polymer film laminated to both sides of the pipe.

B) Plastic Pipe

Plastic Pipe shall be a high density polyethylene (HDPE) double wall corrugated pipe with smooth inner wall, solid with no perforations.

Material specification as per OPSS 1840 (CSA B182.8).

Unless specified otherwise in the Special Provisions:
320 kPa stiffness and soil tight couplers

C) Concrete

Concrete shall be twenty (20) mega Pascal (mpa) concrete premixed.

D) Stone for Riprap

Riprap stone is to be graded, heavy angular stone (quarry stone is recommended) with particles averaging in size from 225mm to 300mm. Smaller stone particles can be included to fill voids.

The stone is to be free of earth materials or any other rubbish or debris.

F.1.3 CONSTRUCTIONA) Excavation

The bottom width and the side slopes of the ditch shall be as shown on the profile drawing. If the channel cross-section is not specified in the Special Provisions it shall be a 1m bottom width with 1.5m horizontal to 1m vertical (1.5:1) bank slope. At locations along the drain where the specified side slopes change there shall be a transitional length of not less than 5m between the varying side slopes. At locations along the drain where the specified bottom width changes there shall be a transitional length of not less than 10 : 1 (5m length to 0.5m width differential). In all cases there shall be a smooth transition between a change in any part of the channel cross-section. Where the bottom width of the existing ditch is sufficient to permit the required specified bottom width excavation shall be completed without disturbing existing banks unless brushing the bank slopes is specified in the Special Provisions.

B) Profile

The profile shows the grade line for the bottom of the ditch. The slope for the grade line is shown as a percentage which is the slope drop in metres per 100 metres (eg 0.15% = 0.15m drop over 100m). Cuts may be shown on the profile from the existing top of bank and/or from the existing ditch bottom to the new ditch bottom. These cuts are shown for the convenience of the Contractor and are not recommended for grade control.

Benchmarks are identified on the profile drawing. The Engineer will confirm all benchmark elevations prior to construction and may set other benchmarks or grade control points if required. Accurate grade control must be maintained by the Contractor during ditch excavation. The ditch bottom elevation should be checked every 50 metres and compared to the elevation on the profile.

A variation of greater than 25mm above the design grade line may require re-excavation. Excavation below design grade up to 150mm is recommended so that sediment accumulation during or following excavation will not place the ditch bottom above the design grade at completion. Under some circumstances the Engineer may direct that over excavation greater than 200mm will have to be backfilled. No additional payment if backfilling is required for over excavation.

C) Line

The drain shall be constructed in a straight line as shown on the drawings or shall follow the course of the existing ditch. The Contractor shall contact the Engineer before removing any bends or irregularities on the existing course of the drain. All curves shall be made with a minimum radius of 15m.

D) Excavated Material

Excavated material (spoil) shall be deposited on either or both sides of the drain within the specified working area as directed in the Special Provisions. The Contractor shall verify the location for the spoil with each landowner before commencing work on their property. If not specified spoil shall be placed on the low side of the ditch or opposite trees and fences. The spoil shall be placed a minimum 1m from the top of the bank, either existing or new. No excavated material shall be placed in tributary drains, depressions, or low areas which direct or channel water into the ditch so that no water will be trapped behind the spoil bank. Swales may be required through the leveled or piled spoil at approximately 60m intervals to avoid trapping water behind the spoil bank.

The excavated material shall be placed and leveled to a maximum depth of 300mm; unless otherwise instructed. If excavating more than 450mm the contractor shall strip the topsoil, separate and level the spoil, then level the existing topsoil on top of it, on the same side(s), unless stated otherwise in the Special Provisions. The edge of the spoil bank away from the ditch shall be feathered down to existing ground. The edge of the spoil bank nearest the ditch shall have a maximum slope of 2:1. The material shall be leveled such that it may be cultivated with ordinary equipment without causing undue hardship on farm machinery and farm personnel.

Wherever clearing is necessary prior to leveling, the Contractor shall remove all stumps and roots unless the Contractor obtains written permission from the affected landowner to cover stumps and roots with spoil. No excavated material shall cover any logs, brush or rubbish of any kind. Large stones or boulders in the leveled spoil that are heavier than 15 kg shall be moved to the edge of the spoil bank nearest to the ditch but in general no closer than 1m to the top of bank.

If the Special Provisions do not make any reference to lateral channels that outlet into the ditch being worked on then the lateral channel is to be cleaned out for 10m upstream from the main ditch to taper out any grade difference. No additional payment for this work.

Where it is specified to straighten any bends or irregularities in the alignment of the ditch or to relocate any portion of an existing ditch, the excavation from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and old ditch, no additional payment will be allowed for backfilling the existing ditch.

The Contractor shall contact the Engineer if a landowner indicates in writing that spoil on the owner's property does not need to be leveled. The Engineer may release the Contractor from the obligation to level the spoil and the Engineer shall determine the credit to be applied to the Contractor's payment. No additional compensation is provided to the owner if the spoil is not leveled.

The Engineer may require the Contractor to obtain written statements from any or all of the landowners affected by the leveling of the spoil. Final decision on whether or not the leveling of spoil meets the specification shall be made by the Engineer.

E) Excavation at Existing Bridge and Culvert Sites

The Contractor shall excavate the drain to the specified depth under all bridges and to the full width of the structure unless specified otherwise in the Special Provisions. Temporary bridges may be removed and left on the bank of the drain. Permanent bridges must, if at all possible be left intact. All necessary care and precautions shall be taken to protect the structure. In cases where the design grade line falls below the top of footings, the Contractor shall take care to not over-excavate below the grade line. The Contractor shall notify the Engineer if excavation of the channel exposes the footings of the bridge or culvert, so the Engineer can make an evaluation.

The Contractor shall clean through all pipe culverts to the grade line and width specified on the profile. The Contractor shall immediately contact the Engineer after a culvert cleanout if it is found that the culvert bottom is above the grade line or where the structural integrity of the culvert is questionable.

F) Bridges and Culverts

The size and material for any new ditch crossings shall be as outlined in the Special Provisions. Refer also to General Condition E.32 for installation specifications. Any crossings assembled on-site shall be assembled in accordance with the manufacturer's specifications.

If directed on the drawings that the existing crossing is to be salvaged for the owner the Contractor shall carefully remove the existing crossing and leave along the ditch or haul to a location as specified by the owner. If the existing crossing is not to be saved then the Contractor shall remove and dispose of the existing crossing. Disposal by burying on-site must be approved by the Engineer and the owner.

All new pipe crossings shall be installed at the invert elevations as specified on the Profile, usually a minimum of 50mm below design grade, not as-constructed grade. If the ditch is over excavated greater than 200mm the Contractor shall confirm with the Engineer the elevations for installation of the new pipe crossing.

When an existing crossing is being replaced the contractor shall save all granular and riprap. New crossings can be backfilled with compacted on-site native material that is free of large rocks or stones. Contractor responsible for any damage to a culvert pipe as a result of rocks or stones in the backfill.

All new crossings shall have the following minimum specifications:

6m laneway width with 1:1 end slopes

300mm pipe cover with 150mm Granular A (saved or imported) for surface restoration

Granular surface to extend from top of bank to top bank and shall be part of the contract price.

Installation of private crossings during construction must be approved by the Engineer.

G) Riprap Protection for Culverts

Where riprap protection is called for at either or both ends of a new culvert, such riprap shall be in accordance with General Condition E.40. Riprap to be adequately keyed in along the bottom of the slope. Riprap to extend to top of pipe or as directed on the Drawings. No riprap is required in the ditch bottom on the upstream side of a crossing. If riprap is required in the ditch bottom on the downstream side of a crossing it shall be specified on the Drawings. Any new end face slope not protected by riprap shall be seeded as per specifications for ditch bank seeding.

H) Obstructions

All trees, brush, fallen timber and debris shall be moved from the ditch cross-section and to such a distance on each side to eliminate any interference with the spreading of the spoil. The roots shall be left in the banks if no bank excavation is required as part of the new channel excavation. In wooded or heavily overgrown areas all cleared material may be pushed into piles or rows along the edge of the cleared path and away from leveled spoil. All dead trees along either side of the drain that may impede the performance of the drain if allowed to remain and fall into the ditch, shall be removed prior to excavation and put in piles, unless directed otherwise by the Engineer.

I) Moving Drains off Roads

Where a ditch is being removed from a road allowance, it must be reconstructed wholly on the adjacent farmland with a minimum width of 1 metre on the roadway side of the ditch, unless otherwise noted on the drawings. The excavated material shall be used to fill the existing open ditch and any excess excavated material shall be placed and levelled on the adjacent farmland. Any work done on the road allowance, with respect to excavation, disposal of materials, installation of culverts, cleaning under bridges, etc., shall be to the satisfaction of the Road Authority. If it is necessary to haul materials away, additional payment will be provided unless described on the plan.

J) Tile Outlets

The location of all existing tile outlets may not be shown on the profile for the drain. The Contractor shall contact each owner and ensure that all tile outlets are marked prior to commencing excavation on the owner's property. If a marked tile outlet is damaged during or altered due to construction, the Contractor shall repair or replace the damaged or altered outlet as part of the Contract. If an existing outlet pipe requires replacement the Contractor shall confirm the replacement outlet pipe with the Engineer. Additional payment will be allowed for the repair or replacement of any unmarked tile outlets encountered during excavation. Where riprap protection exists at any existing tile outlet such protection shall be removed and replaced as necessary to protect the outlet after reconstruction of the channel.

If any outlet becomes plugged as a result of construction, the Contractor shall be obligated to free such outlet of any impediments. Where any damage results to tile leading to and upstream of the outlet, as a consequence of such construction, the Engineer may direct the Contractor to repair such tile and shall determine a fair compensation to be paid to the Contractor for performing the work.

K) Completion

At the time of final inspection, all work in the contract shall have the full dimensions and cross-sections specified.



F.2

STANDARD SPECIFICATIONS

FOR

TILE DRAINS

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F.2 STANDARD SPECIFICATIONS FOR TILE DRAINS

F.2.1 DESCRIPTION

Work under this specification will consist of supplying, hauling, laying and backfilling subsurface drainage conduit with the conduit materials as described on the drawings and in the location, depth and invert grade as shown on the Drawings. In this specification the word "tile" will apply to all described conduit materials. Lengths are in millimeters (mm) and meters (m).

The work shall include the supplying of all labour, tools, equipment and extra materials required for the furnishing and laying of the tile; the excavation and backfilling of the trenches; the hauling, handling, placing and compaction of the excavated material for backfill, the loading, hauling, handling and disposal of surplus excavation material; the removal and replacing of topsoil and sod where required by the Engineer.

All existing laterals crossed by the new line shall be reconnected in an approved manner. Either special manufactured connections or junctions shall be used or an approved method of sealing joints with mortar or filter cloth as approved by the Engineer. The Contractor shall also construct catchbasins, junction boxes and other types of inlet structures where directed by the Engineer.

Except where complete removal of an existing pipe is required by new construction, existing pipes to be abandoned shall be plugged/sealed up for a distance of 300mm with suitable concrete or mortar to the full satisfaction of the Engineer.

F.2.2 MATERIALS

A) CONCRETE DRAIN TILE

Concrete drain tile shall conform to the requirements of the most recent ASTM C412 specifications for heavy duty extra quality. All tile furnished shall be subject to the approval of the Engineer.

The minimum nominal lengths of the tile shall be 300mm for 150 & 200mm diameter tile, 600 mm for 250 to 350mm diameter tile and 1200mm for 400 to 900mm diameter tile.

All tile should be of good quality, free from distortions and cracks and meet the standards specified. The ends should be smooth and free from cracks or checks. All rejected tile are to be immediately removed from the site.

Granular backfill, where required, shall consist of approved sand or gravel having no particles retained on a screen having 50mm square openings.

Earth backfill shall consist of approved material having no large lumps or boulders.

B) CORRUGATED PLASTIC TUBING

Corrugated plastic tubing shall conform to the *Land Improvement Contractors of Ontario Standard Specification for Corrugated Plastic Drainage Tubing, 2006*. Type of material (solid or perforated) and need for filter sock will be specified on the Drawings or in the description of the work in the Special Provisions. Filter sock where specified shall be a standard synthetic filter material as provided by a recognized plastic tubing manufacturer

unless noted differently on the contract drawings or elsewhere in the contract document. Protect coils of plastic tubing from damage and deformation.

C) CORRUGATED METAL PIPE

Corrugated metal pipe shall comply with AASTHO Specification M-36 and shall be to the U.S. Standard gauges indicated on the Drawings. Unless otherwise specified, the pipe shall have a standard 60 gram galvanized coating.

D) PLASTIC SMOOTH WALL PIPE (HIGH DENSITY POLYETHYLENE) (HDPE)

- i) HDPE smooth walled pipe shall be solid with no perforations
- ii) Meet or exceed the cell classification 424420C as defined in ASTM D3350
- iii) A minimum stiffness of 320 KPa at 5% deflection in accordance of ASTM D2412
- iv) Shall meet the CSA D182.8-11 standard for thermoplastic drain
- v) Shall have a manning n of 0.010
- vi) The pipe shall be joined with snap-on or split couplers
- vii) Shall have a minimum of 300mm clean backfill with no organic matter, 150mm to 300mm of topsoil on top of the backfill

E) CONCRETE SEWER PIPE

- i) Non-reinforced concrete sewer pipe shall be used up to 375mm in diameter and shall comply with ASTM Specification C 14, extra strength.
- ii) Reinforced concrete sewer pipe shall be used for pipe 375mm and larger and shall comply with ASTM Specification C 76, with "B" wall. Classes shall be as shown on the contract drawings and as described in the Form of Tender. No elliptical reinforcing will be permitted.
- iii) All concrete sewer pipe shall have rubber-type gasket joints meeting ASTM Specification C 443.
- iv) Concrete shall be 20 mPa concrete premixed.
- v) Where concrete sewer pipe are permitted, the pipe should exhibit no damages or cracks on the barrel section and shall be capable of satisfying the crushing strength requirements for Pipe Specifications (C 14 or C 76). The pipe may contain cracks or chips in the bell or spigot which could be serious enough to prevent the use of rubber gaskets but which are not so severe that the joint could not be mortared or protected with filter cloth.

F.2.3 CONSTRUCTION

A) OUTLET

A tile drain outlet into a ditch or creek shall be protected using a 6m length of rigid pipe with a hinged grate for rodent protection. Maximum spacing between bars on rodent grate shall be 50mm. Material for rigid pipe will be specified in the Special Provisions. Heavy duty plastic pipe (HDPE) with smooth wall inside is preferred. The joint between the rigid pipe and the tile drain shall be wrapped with filter fabric. All outlets will be protected with rock riprap to protect the bank cut and as a splash apron. In some locations riprap may also be required on the bank opposite the outlet. The quantity of riprap required will be specified in the Special Provisions.

B) LINE

The Engineer will designate the general location of the new drain, but the landowner may indicate a revised location if approval is given by the Engineer. Where a change in alignment is required that is not accommodated in a catchbasin, junction box or similar structure the alignment change shall run on a curve with a radius not less than the minimum installation radius specified for the tile material. The Special Provisions will provide instructions on achieving the alignment change if the radius of the curve is less than 15m.

The Contractor shall exercise care to not disturb any existing tile drains which parallel the course of the new drain, particularly where the new and existing tile act together to provide the necessary capacity. Where an existing tile is disturbed or damaged the Contractor shall perform the necessary correction or repair with no additional compensation.

NOTE: It is the Contractor's responsibility to ascertain the location of, and to contact the owners of all utility lines, pipes and cables in the vicinity of drain excavations. The Contractor shall be completely responsible for all damages incurred.

C) GRADE CONTROL

Benchmarks are identified on the profile drawings. The Engineer will confirm all benchmark elevations prior to construction. Tile is to be installed to the elevation and grade shown on the profiles. Accurate grade control must be maintained by the Contractor at all times during tile installation. The tile invert elevation should be checked every 50m and compared to the elevation on the profile.

D) VARIATION FROM DESIGN GRADE

No reverse grade will be allowed. A small variation in grade can be tolerated where the actual capacity of the drain exceeds the required capacity. The constructed grade should be such that the drain will provide the capacity required for the drainage area. Constructed grade should not deviate from design grade by more than 15% of the internal diameter for drain sizes greater than 200mm. Such allowable deviations must occur gradually, over a distance of not less than 10m.

E) INSTALLATION – CONCRETE DRAIN TILE & CORRUGATED PLASTIC TUBING

Tile shall be installed by a wheel trencher unless an alternate method of construction is noted on the Drawings. Digging of the trench shall start at the outlet end and proceed upgrade. The location and grade shall be as shown on Drawings but shall be liable to adjustment or change by the Engineer on site with no additional cost allowed except where the change involves increased depth of cut beyond the limitation of the wheel trencher in use at the time of the change. The trench width measured at the top of the tile should be at least 150mm greater than the tile diameter.

The bottom of the trench is to be cut accurately to grade and shape. Where hard shale, boulders or other unsuitable bedding material is encountered, the trench shall be excavated to 75mm below grade and backfilled with granular material compacted to a shaped, firm foundation. If the trench is overcut below the proposed grade, it is to be backfilled with granular material to the correct grade and compacted to a shaped, firm foundation.

Where the depth for the tile installation exceeds the depth capacity of the wheel trencher the Contractor shall excavate a trench of sufficient depth so that the wheel trencher can install the tile at the correct depth and grade. The tender price shall include the cost of the additional excavation and backfilling and stripping and replacing topsoil over the trench.

Topsoil shall be stripped, separated and stockpiled for later reuse over trench backfill. Where excavation is across a residential lawn sod over the trench shall be cut, lifted and replaced in a workmanlike manner or new sod laid to match pre-construction conditions.

E.1) BED OF TILE

The bottom of the trench should be rounded so that the tile will be embedded in undisturbed soil or in a compacted bed at least for 10% of its overall height.

E.2) LAYING TILE

All tile shall be laid to a true line and grade. Accurate grade control must be constantly maintained during installation. Installation should begin at the lowest end of the line and proceed up grade. The inside of the tile is to be kept clean during installation. All soil and debris should be removed before the next tile is laid. Directional changes can be made without fittings or structures provided the centre-line radius of the bend is not less than 15m radius. The tiles are to be beveled, if necessary, to ensure close joints on all bends. Maximum spacing at joints between tiles should be about 3mm. All tile joints and connections with other pipe materials are to be fully and tightly wrapped with a minimum 300mm width of geotextile drain wrap (Terrafix 200R or equivalent) or coupled to the tile. A 150mm overlap on top is required. No additional payment will be made for joint wrapping.

At each work stoppage, the exposed end of the tile shall be covered by a tight fitting board or metal plate. No installed tile shall be left exposed overnight.

Any tile damaged, plugged or not laid true to line or grade during construction shall be replaced or repaired at the Contractor's expense.

E.2.1) INSTALLATION - Corrugated Plastic Tubing

Corrugated plastic tubing shall be installed by a drainage plow unless an alternate method of construction is noted on the Drawings. Drainage plow equipment should construct a smooth bottomed opening in the soil and maintain the opening until the tubing is properly installed. The size of the opening in the soil should conform closely to the outside diameter of the tubing.

For other installation methods proper bedding and backfill is required to maintain the structural integrity of the plastic tubing so that surface and earth loads do not deflect the tubing by more than 20% of its nominal diameter.

For all installation methods:

- the plastic tubing should not be stretched by more than 7% of its normal length
- protect tubing from floating off grade when installing in saturated soil conditions
- directional changes can be made without fittings provided the centre-line radius of the bend is not less than five times the tubing diameter

E.2.2) INSTALLATION - Concrete Sewer/HDPE Pipe

Where the contract requires the use of concrete sewer or HDPE pipe the Contractor shall place same by either excavating the trench with a tiling machine and recessing the bells or by excavating the trench with a backhoe and shaping by hand the bottom of the trench to receive and support the pipe and barrel over 50% of its diameter. Where backhoe methods are used, topsoils shall be stripped, saved and replaced separately. Loose materials used for blinding concrete or HDPE pipe drains shall also be used as bedding around the sewer pipe and to 300mm above it. This loose backfill shall be tamped around the pipe by backhoe bucket or similar if directed by the Engineer. Backfill above the blinding materials is to be done in accordance with the Backfilling Specifications included herein.

If any connection is to be made to the concrete sewer/HDPE pipe the method of connections provided elsewhere in this specification shall also apply.

If any joints due to cracks, chips or due to alignment irregularities are sufficiently open that, in the opinion of the Engineer, grounds could enter the drain, the Contractor shall seal the joint with a geotextile similar to drain wrap or with mortar as directed by the Engineer.

E.3) BACKFILLING

As soon as tile are placed and inspected, they shall be blinded by covering them to a depth of 150mm to 300mm with clean native soil with no organic matter. All tile should be blinded by the end of the day's work to protect and hold them in place against disturbances. On steep grades or where the topsoil contains fine sand, use heavier soil from the sides of the trenches in blinding. No sand or sandy soil shall be placed directly on or around tile.

Backfilling of the trench should be completed soon after tile are blinded but not until tile have been inspected by the Engineer. The tile shall be backfilled such that a sufficient mound of backfill is placed over the trench to ensure that no depression remains after settling occurs in the backfill. Stripped topsoil shall be spread over the backfill to a depth of 150mm to 600mm. Across laneways and roadways backfill is to be compacted. Top 600mm of backfill shall be approved granular material. The upper 300mm shall be crushed gravel.

F) TILE CONNECTIONS

All lateral drains encountered along the route of the new tile drain are to be connected to the new drain if the intercepted tile are clean and do not contain polluted water. Lateral drains that are full of sediments or contain polluted waters will be addressed by the Engineer at the time of construction. All lateral drains are to be connected to the new tile using a pipe material and size that will provide the same flow capacity as the existing lateral drain unless a different connection is described in the Special Provisions. Corrugated plastic tubing can be used for all tile connections. Tubing can be solid or perforated, filter sock is not required. Contractor is responsible for installation and backfilling to maintain structural integrity of the plastic tubing. Where possible manufactured "T", "Y" or elbow fittings should be used for connections. If an opening is cut into the new tile any gaps or voids around the connection shall be sealed with mortar or geotextile. The lateral connection material shall not protrude more than 25mm beyond the inside wall of the new tile.

All connections that are described in the Special Provisions are considered to be part of the original Contract price. For all other connections the Contractor will be paid \$50.00 per connection for labour, equipment and material on connections up to 150mm in diameter and up to 3 metres in length. Connections over 3 metres and greater than 150mm in diameter will be paid at \$8.00 per metre of connection with material cost extra. The Contractor must list all connections on the lateral connection summary sheet included with the Form of Tender in order to qualify for payment. The lateral connection sheet describes all tile encountered based on location (station), side of trench, size and type of tile and approximate length and type of material used for the connection. All tile connections approved for payment will form part of the final cost of the drain. The estimated cost contains a contingency allowance that may be applied in part for connecting tiles encountered during construction.

G) STONES AND ROCK

The Contractor shall immediately contact the Engineer if boulders of sufficient size and number are encountered such that installation by wheel trencher cannot continue. The Engineer may direct the Contractor to use some other method of excavating to install the tile. The basis of payment for such extra work shall be determined by the Engineer. All large stones or boulders heavier than 15 kg removed during excavation and that remain after backfilling shall be disposed of by the Contractor in an appropriate manner. No additional payment for excavating, burying, or hauling this rock will be provided.

H) BRUSH, TREES AND DEBRIS

The contract is to include the removal of all excavation of whatever nature, disposal of materials, removal and cutting of all brush, removal of roots, supplying all labour and completing the whole work in accordance with the plan, profile and this specification. Any trees, necessarily removed, are to be left for the owner of the property on which they are found. Additional payment will be made for sawing up and brushing of scattered trees where directed by the Engineer. Where, in the opinion of the Engineer, the drain or proposed location of the drain is heavily overgrown with trees and brush the Contractor will use a bulldozer or other equipment to clear a minimum width of 30m centered on the tile alignment. The resulting debris shall be placed in a windrow where directed by the Engineer and left for disposal by the owner. Where roots may interfere with the new drain all such roots shall be grubbed and placed in a separate windrow or pile convenient for disposal by the owner. If the Drawings require grubbing, all roots will be removed in the 30m width as well. No additional payment will be made for such work.

I) SUBSOIL INSTABILITY

If poor subsoil conditions are encountered during tile installation by wheel trencher an attempt shall be made to install the tile with a continuous geotextile underlay in the trench (in addition to the joint wrapping). The cost of the underlay, if approved by the Engineer, will be paid as an extra. If the continuous geotextile underlay is not sufficient then the tile will be installed by backhoe or excavator on a bedding of 19mm clear crushed stone (300mm depth) to achieve trench bottom stability for the new tile. If approved, the work will be paid based on the unit price provided on the Form of Tender and the quantity of stone shall be supported by weigh tickets and the supplier's invoice. The unit price shall include the cost of saving and replacing topsoil and supplying and placing of the stone. The quantity of stone supplied shall be supported by weigh tickets and the suppliers invoice. If the subsoil is a fine grained soil it may necessary to place the stone on a geotextile with the geotextile then wrapped over the stone before laying the tile.

Additional payment will be allowed for the supplying and installing geotextile.

J) BROKEN OR DAMAGED TILE

The Contractor shall dispose of all damaged or broken tile and broken tile pieces off-site.

K) EXCESS TILE

All excess tile shall be removed from the job site.

L) CATCHBASINS

The use of HDPE, steel or concrete catchbasins is permitted unless stated otherwise on the Drawings. All catchbasins shall have minimum inside dimensions matching the dimensions shown on the Drawings. Contractor is responsible for ordering catchbasins to match the inlet and outlet connections and top elevations required by the Special Provisions and the Drawings.

HDPE catchbasins shall be manufactured by Ideal Pipe, Hancor or approved equivalent. Steel catchbasins shall be Agri Drain Heavy Duty Steel Catch Basin or approved equivalent. HDPE and steel catchbasins shall be supplied with integral stubouts fabricated by the manufacturer and sized according to the pipe connections shown on the Drawings.

Precast catchbasins shall be manufactured by Coldstream Concrete or equivalent. Minimum wall thickness for catchbasins without reinforcement is 150mm and with reinforcement 100mm. The joints between precast catchbasin sections shall be protected with geotextile to prevent soil material from entering into the catchbasin. Joint protection using mortar or water tight barrier is also acceptable. Cast-in-place catchbasins shall be in accordance with OPSD 705 and as further specified on the Drawings and must be approved by the Engineer prior to construction. All tile or pipe connected to concrete catchbasins shall be mortared or secured in place so that no gaps remain at the connection. Mortar is to be applied on both the inside and outside wall surfaces.

All ditch inlet top catchbasins shall have 2:1 grate slope unless specified differently on the Drawings. Grates are to be birdcage grates as manufactured by Coldstream Concrete or approved equal unless specified otherwise on the Drawings. All grates to be secured with stainless steel hardware.

Backfill around all new catchbasins is recommended to be 19mm clear crushed stone to avoid future settlements. The Contractor shall be responsible backfilling all settlement areas around catchbasins during the contract warranty period. No additional payment will be provided for adding backfill to settlement areas around catchbasins.

All catchbasin sumps to be fully cleaned by the Contractor after completion of drain installation and backfilling. Marker stakes as supplied by Coldstream Concrete or equal are to be placed beside each catchbasin unless specified otherwise on the Drawings.

M) JUNCTION BOXES

Junction boxes shall be to the same specification as above for catchbasins except that the junction box shall have a solid lid. The lid shall be a minimum of 125mm thick with wire mesh reinforcement and 2 lifting handles. The top of the junction box should have a minimum ground cover of 450mm.

N) RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEMS

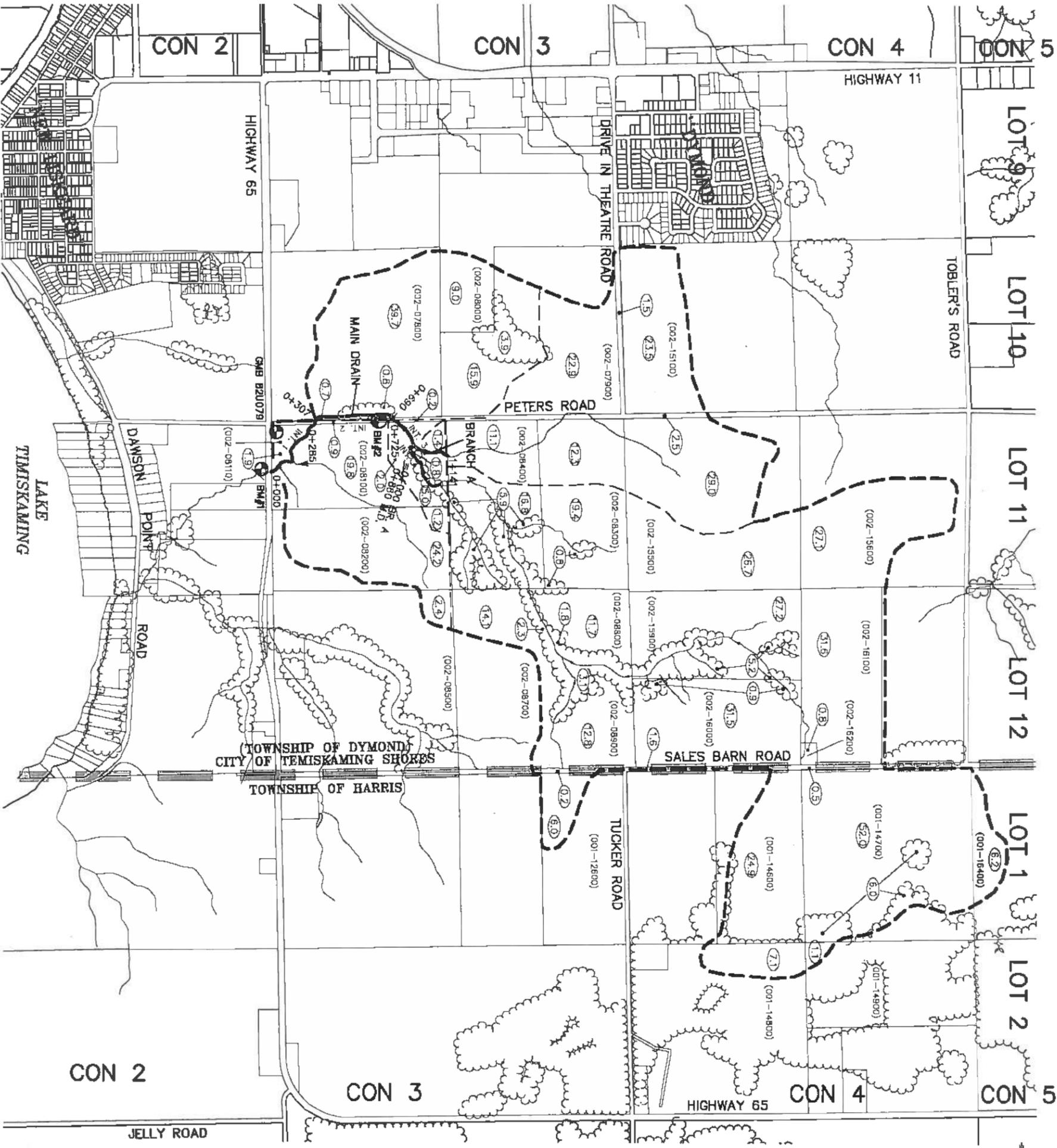
Sections 6 and 7 of the current version of the *Drainage Guide for Ontario*, OMAFRA Publication 29 shall provide a general guide to all methods and materials to be used in the construction of tile drains except where superseded by this Contract.

The licensing requirements of the *Agricultural Tile Drainage Installation Act, 1990* will not be applicable to this Contract unless specified otherwise by this Contract.

O) GRATES

All grates installed on tile larger than 600mm tile shall have 100mm spacing between the bars. For tiles smaller than 600mm the tile have 50mm spacing. The bars are to be made of a corrosion resistance material such as galvanized steel or plastic. The grate must be removal. The tile outlets must have a swing grate.





THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

BUILT
 CUT 'X' ON SOUTH END TOP CENTER OF EX. 1800mm DIA CONCRETE CULVERT ACROSS HWY. 65
 ELEV. 188.427

CON. B21078
 TOP OF CON PIPE WITH BRASS TABLET NE CORNER INTERSECTION HWY 65 AND PETERS ROAD IN FRONT OF H. BLAIS PROPERTY
 1.8m EAST OF JUNCTION WITH HWY 11B, 4.8m N OF E HWY ELEV. 194.583

BM#2
 SPIKE IN WEST SIDE OF H.P. # BRUEIC APPROX. 50m SOUTH OF STA. 0+872.6
 ELEV. 194.712

NOTE:
 - ALL ROLL NUMBERS IN THE TOWNSHIP OF DYMOND IN THE CITY OF TEMISKAMING SHORES BEGIN WITH 54-18-020 - IE 002-15500 IN FULL IS 54-18-020-002-15500
 - ALL ROLL NUMBERS IN THE TOWNSHIP OF HARRIS BEGIN WITH 54-14-000 - IE 001-12600 IN FULL IS 54-14-000-001-12600

PLAN LEGEND

- MAJOR WATERSHED
- INTERMEDIATE WATERSHED
- PROPOSED WORK OR INCORPORATION
- 0.3 --- APPROXIMATE HECTARES IN WATERSHED
- ☁ --- BUSH
- (002-08100) --- ASSESSMENT ROLL NUMBER
- INT. 1 --- INTERVAL AND NUMBER
- ⊕ BM#2 --- BENCHMARK LOCATION AND NUMBER

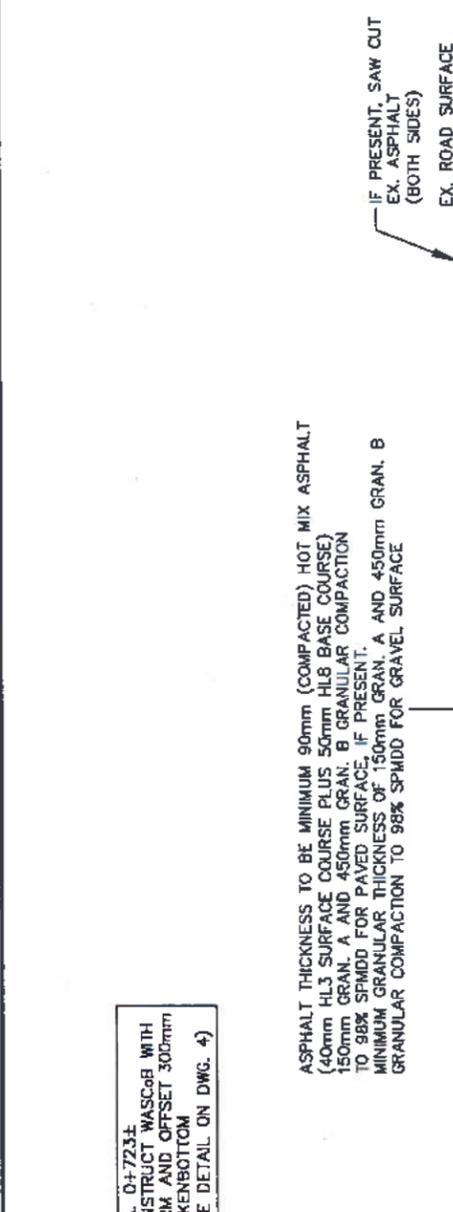
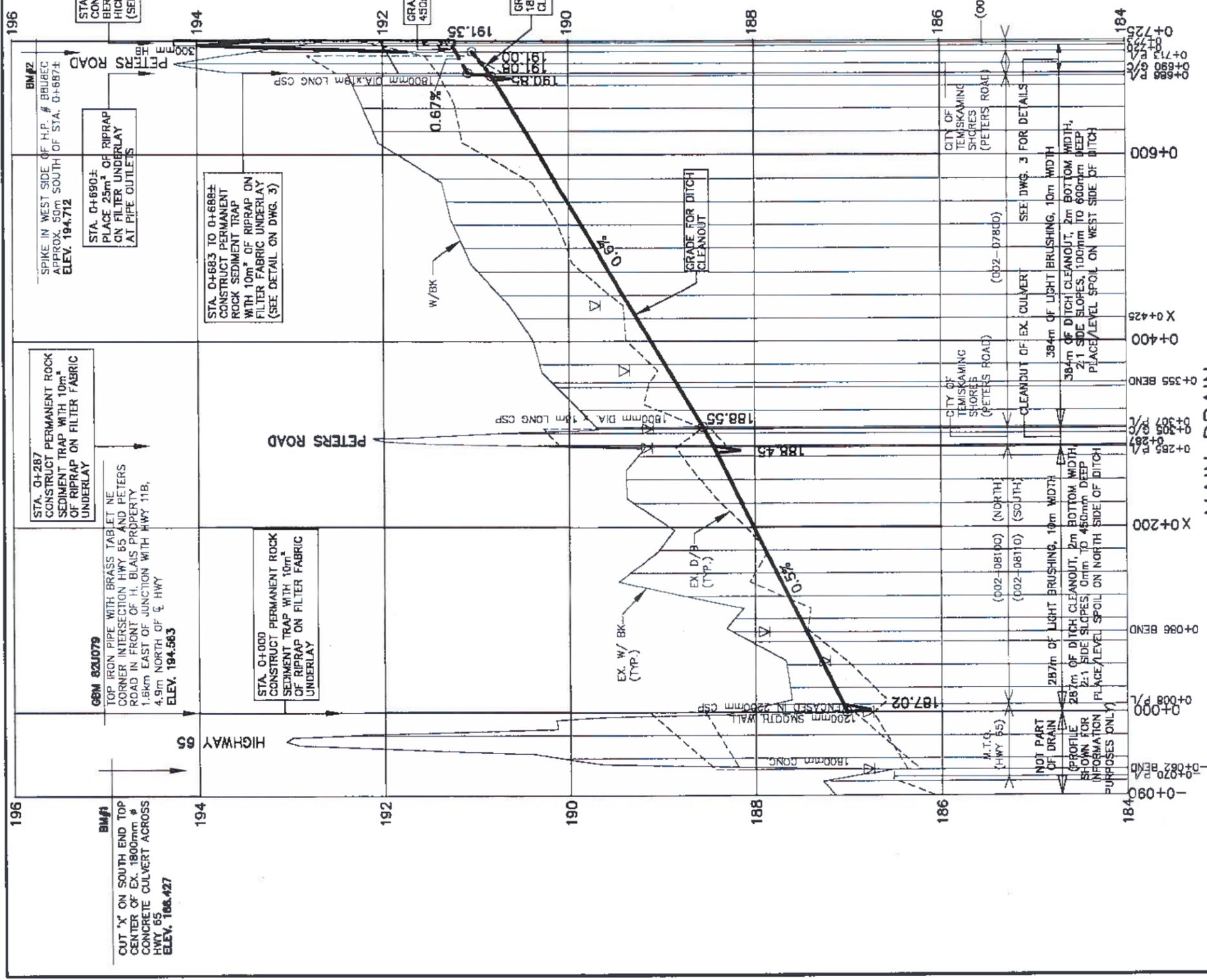
DESIGNED BY: N.W.M.
 CHECKED BY: N.W.M.
 DRAWN BY: D.C.P.
 CHECKED BY: N.W.M.

REGISTERED PROFESSIONAL ENGINEER
 H. H. MORRIS
 1001157
 PROVINCE OF ONTARIO

SCALE
 0 200 400
 (1:20,000
 ON 11"x17")

PETERS ROAD DRAIN WATERSHED PLAN
 DISTRICT OF TEMISKAMING CITY OF TEMISKAMING SHORES
 OCT. 14, 2016

K. SMART ASSOCIATES LIMITED
 CONSULTING ENGINEERS AND PLANNERS
 400 NUMBER 15-285
 1 OF 7



**TRENCH DETAIL FOR ROAD CROSSING BY OPEN CUT
(PAVED OR GRAVEL SURFACE)**
N.T.S.

- NOTES:**
- ALL WORK TO BE IN ACCORDANCE WITH OPSS AND OPSD
 - MINIMUM TRENCH SIDEWALL CLEARANCE PER OPSD 802.010
PIPE DIA. < 900mmφ - 0.3m
PIPE DIA. > 900mmφ - 0.5m
 - NEW FROST TAPER NOT REQUIRED UNLESS REQUESTED AT TIME OF CONSTRUCTION. BLEND INTO EXISTING TAPERS ALLOWED.
 - ALL SURPLUS EXCAVATED MATERIAL TO BE HAULED AWAY
 - CONTRACTOR TO PERFORM ROAD RECONSTRUCTION IN ACCORDANCE WITH OPSS 310
 - CONSTRUCTION SPECIFICATION FOR HOT MIX ASPHALT INCLUDING RELATED SPECIFICATIONS OPSS 1003 AND OPSS 1150.
 - IN INITIAL CONSTRUCTION SEASON ALL LIFTS OF ASPHALT SHALL BE PLACED IF CONDITIONS ARE SUITABLE.
 - IF CONDITIONS ARE POOR, TEMPORARY ASPHALT MAY BE REQUIRED UNTIL FOLLOWING CONSTRUCTION YEAR.
 - OPEN CUT INSTALLATION METHOD WILL RESULT IN TEMPORARY ROAD CLOSURE & DETOUR.
 - TRAFFIC CONTROL REQUIRED.
 - ALL UTILITIES MUST BE LOCATED BY THE CONTRACTOR
 - REFER TO GENERAL AND/OR SPECIFIC CONSTRUCTION NOTES FOR CONFIRMATION OF PIPE TYPE, SIZE AND LENGTH
 - PLUS TYPE OF END TREATMENT

PROFILE LEGEND

- - WHERE ELEVATION APPLIES
- g/c - GRADE CHANGE
- X - LOCATION OF CROSS-SECTION

DESIGNED BY: N.W.M.
CHECKED BY: N.W.M.
DRAWN BY: N.M.B.
CHECKED BY: N.W.M.

ENGINEER
REGISTERED PROFESSIONAL ENGINEER
N. W. MOORE
FOUNDATION
PROVINCE OF ONTARIO

SCALE
1:1000
1:5000
1:80
(ON 11"x17")

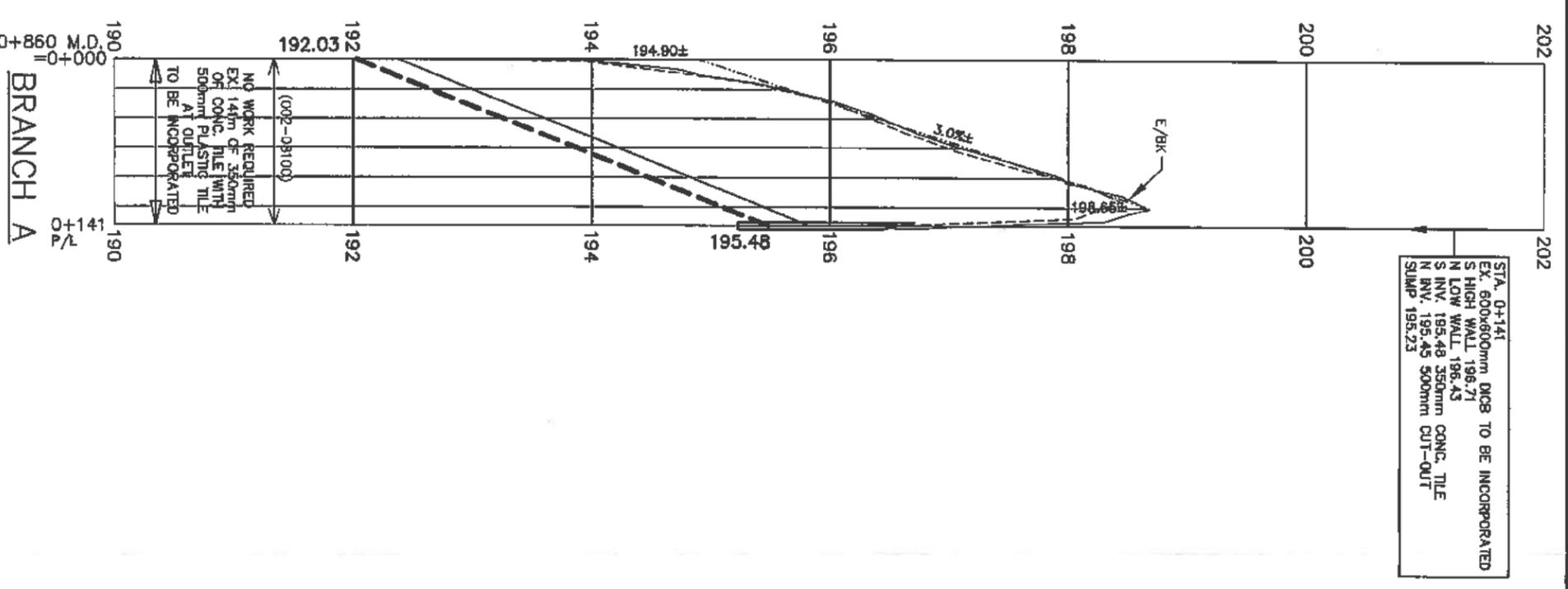
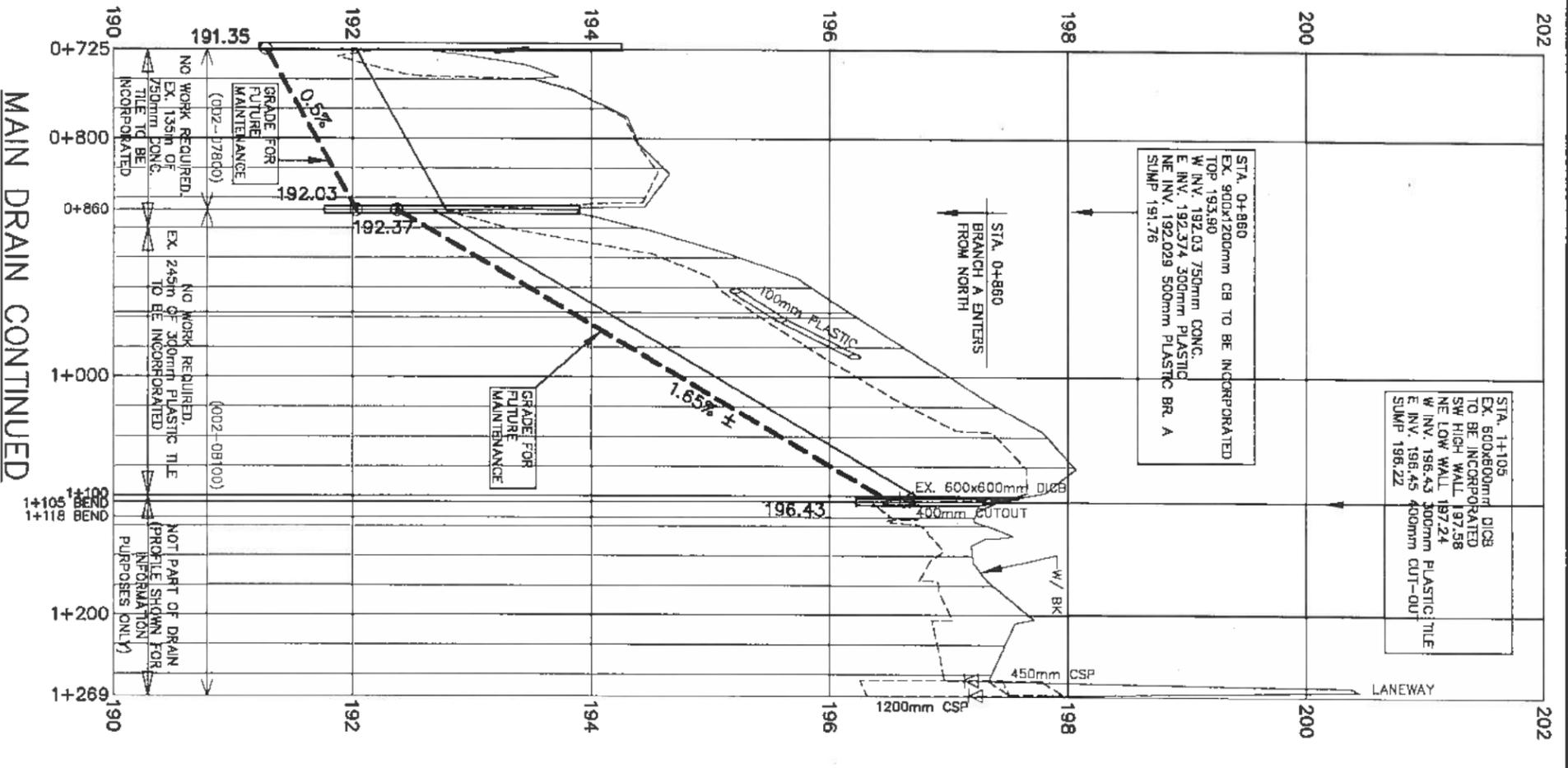
PETERS ROAD DRAIN
CITY OF TEMISKAMING SHORES

MAIN DRAIN PROFILE
OCT. 14, 2016

K. SMART ASSOCIATES LIMITED
CONSULTING ENGINEERS AND PLANNERS
KITCHENER

JOB NUMBER: 15-285
DRAWING: SURVEY
2 OF 7

MAIN DRAIN



MAIN DRAIN CONTINUED

BRANCH A

PROFILE LEGEND
 ○ - WHERE ELEVATION APPLIES
 g/c - GRADE CHANGE
 X - LOCATION OF CROSS-SECTION

DESIGNED BY: N.M.M.
 CHECKED BY: N.M.M.
 DRAWN BY: N.M.B.
 CHECKED BY: N.M.M.

PETERS ROAD DRAIN
 CITY OF TEMISKAMING SHORES

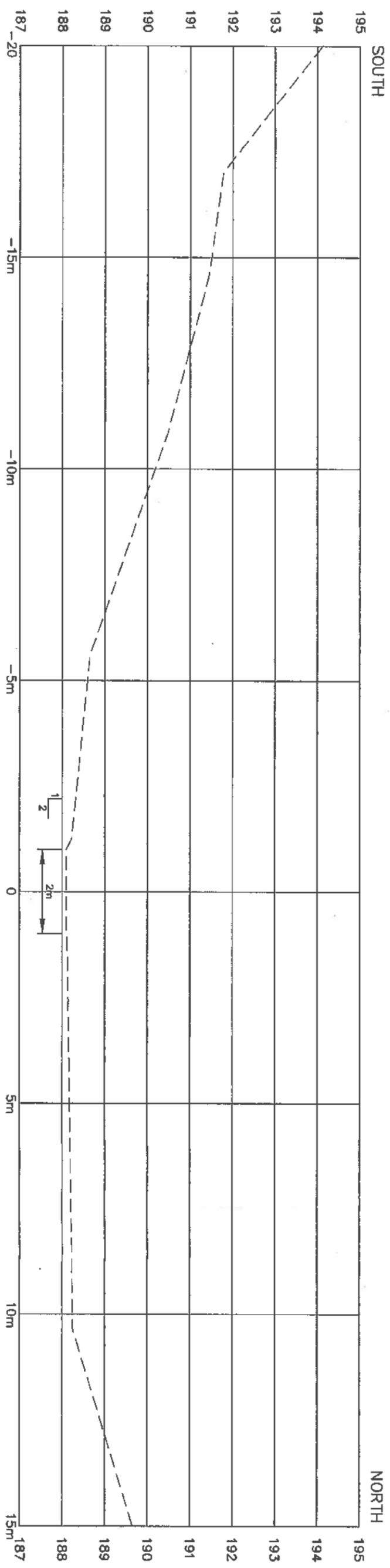
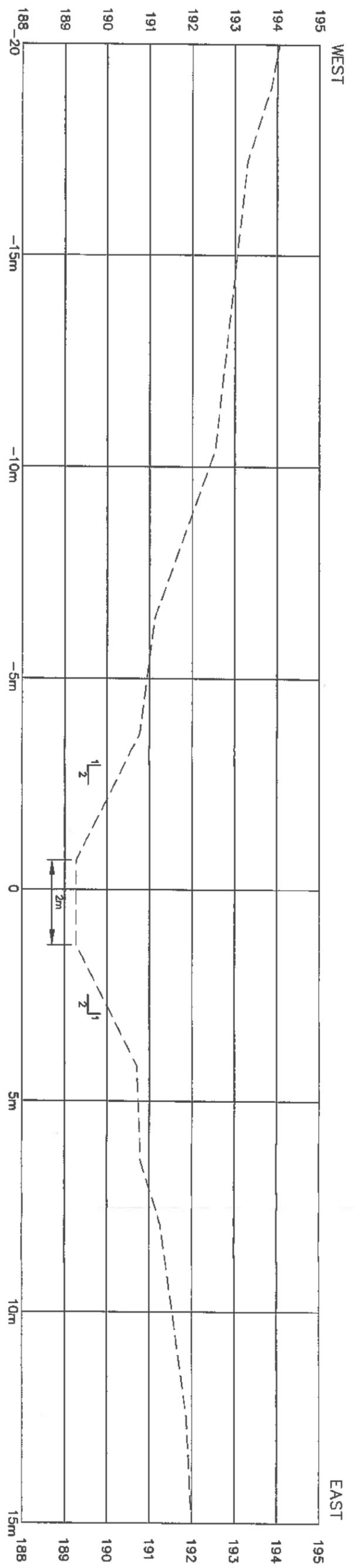
SCALE
 0 50 100m
 (SCALE 1 : 5000)
 0 10 20m
 (SCALE 1 : 50)
 (ON 11"x17")

PETERS ROAD DRAIN
 MAIN DRAIN PROFILE
 CONTINUED
 BRANCH A PROFILE

OCT. 14, 2016

K. SMART ASSOCIATES LIMITED
 CONSULTING ENGINEERS AND PLANNERS

JOB NUMBER: 15-265
 DRAWING: 3 OF 7



PETERS ROAD DRAIN
DISTRICT OF TEMISKAMING
CITY OF TEMISKAMING SHORES

CROSS SECTIONS
OCT. 14, 2016

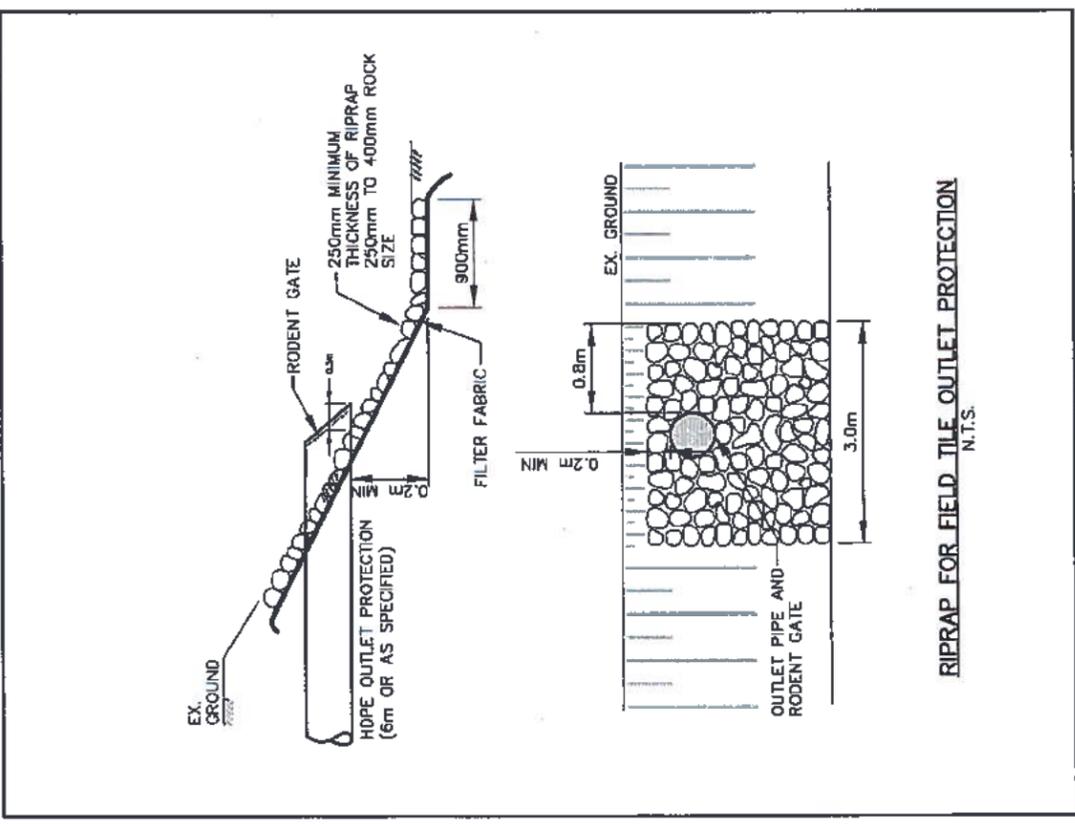
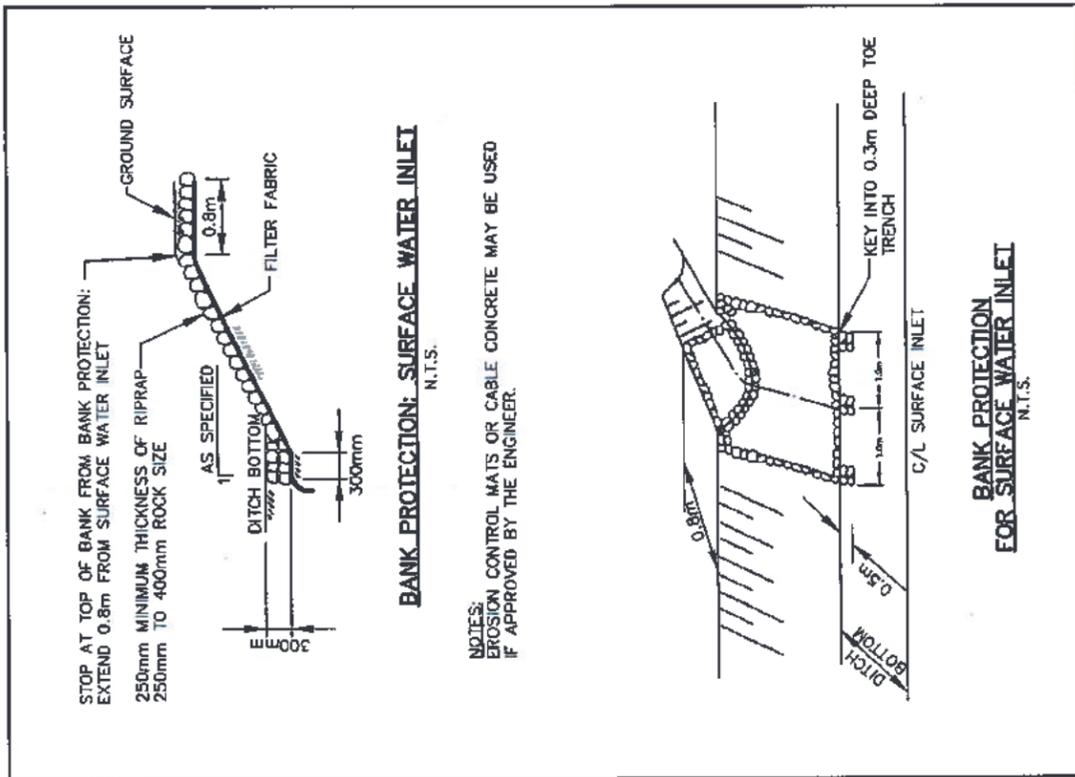
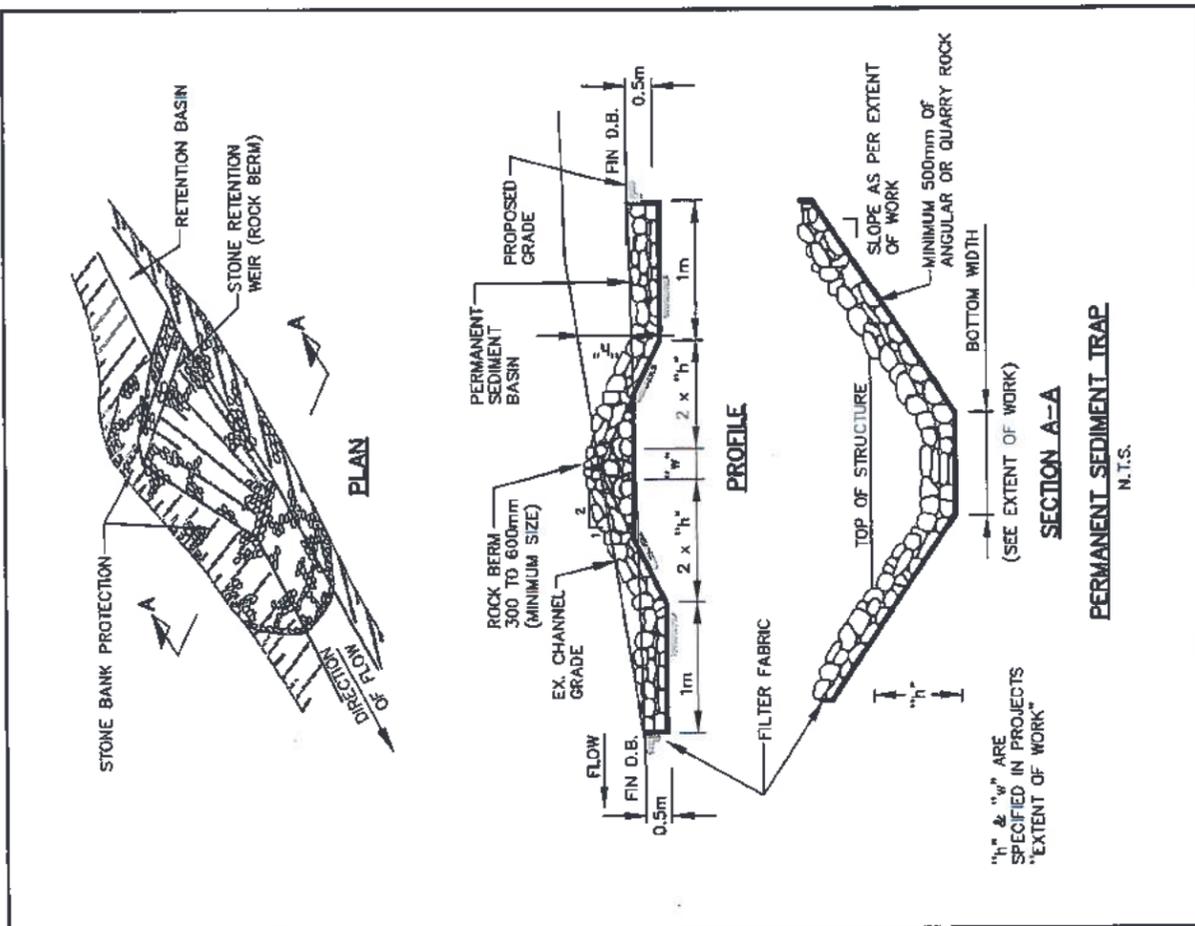
DESIGNED BY: N.W.M.
CHECKED BY: N.W.M.
DRAWN BY: N.M.B.
CHECKED BY: N.W.M.



SCALE
1:100
2m
SCALE
1:100
2m
(ON 11x17)

K. SMART ASSOCIATES LIMITED
CONSULTING ENGINEERS AND PLANNERS
KITCHENER

REVISIONS
JOB NUMBER: 18-205
DRAWING
5 OF 7



PETERS ROAD DRAIN DISTRICT OF TIMISKAMING CITY OF TIMISKAMING SHORES		OCT. 14, 2016
TYPICAL DETAILS		REVISIONS: JOB NUMBER: 16-285 DRAWING: 6 OF 7
K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS SUDBURY		NOT TO SCALE DESIGNED BY: N.W.M. CHECKED BY: N.W.M. DRAWN BY: N.M.B. CHECKED BY: N.W.M.

CONSTRUCTION NOTES (SPECIAL PROVISIONS)

A) SPECIFIC NOTES

i) Main Drain

Plantia (Roll No. 002-081100) (North) / D. & F. Highway 65 (MTO) / Chieffain Dairy Farms Ltd. (Roll No. 002-08100) (South)

0+000 to 0+008 - Construct permanent rock sediment trap with 10m² of riprap on filter underlay

0+000 to 0+285 - Light brushing (10m width)

- 285m of ditch cleanout (2.0m wide bottom, 2:1 side slopes).

Banks to be seeded (5m width)

- Place/level spoil on north side of ditch

Peters Road (City of Temiskaming Shores)

0+285 to 0+287 - Light brushing (10m width)

- 2m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)

- Spoil to be hauled away

0+287 - Construct permanent rock sediment trap with 10m² of riprap on filter underlay

0+287 to 0+305 - Clean out existing 18m length of 1800mm dia. CSP road culvert. Spoil to be hauled away

0+305 to 0+307 - Light brushing (10m width)

- 2m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)

- Spoil to be hauled away

Chieffain Dairy Farms Ltd. (Roll No. 002-07800)

0+307 to 0+690 - Light brushing (10m width)

- 383m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)

- Place/level spoil on west side of ditch

0+683± to 0+688± - Construct permanent rock sediment trap with 10m² of riprap on filter underlay

Peters Road (City of Temiskaming Shores) / Chieffain Dairy Farms Ltd. (Roll No. 002-08100)

0+690

- Place 25m² of riprap on filter underlay at downstream ends of existing 1800mm dia. CSP road culvert, existing 900mm dia. CSP tile outlet and new 450mm dia. HDPE pipe outlet

0+690 to 0+709 - Clean out existing 19m length of 1800mm dia. CSP road culvert. Spoil to be hauled away

0+709 to 0+716± - Place 40m² of riprap on filter underlay at upstream end of existing 1800mm dia. CSP road culvert.

0+690 to 0+725 - Install 35m of 450mm dia. HDPE plastic pipe cross road by open cut including full granular backfill and gravel road restoration.

0+690 to +0725± - Existing 900mm dia. CSP tile outlet across road to remain. No work required.

0+723 to 0+725 - Construct WASCQB consisting of 48m long x 0.8m± high earth berm, offset 300mm dia. hickenbottom with 5m of 300mm dia. plastic tubing connection to the 450mm HDPE pipe and with 20m² of riprap on filter underlay.

0+690 to 0+725 - See detail on Drawing 3.

Chieffain Dairy Farms Ltd. (Roll No. 002-018100)

0+725 to 0+860 - Existing 135m of 750mm dia. concrete tile to be incorporated. No work required at this time.

0+860 - Existing 900 x 1200mm concrete catchbasin to be incorporated. No work required at this time.

0+860 to 1+105 - Existing 245m of 300mm dia. plastic tile to be incorporated. No work required at this time.

1+105 - Existing 600 x 600mm concrete ditch inlet catchbasin to be incorporated. No work required at this time.

Branch A

Chieffain Dairy Farms Ltd. (Roll No. 002-018100)

0+000 to 0+141 - Existing 141m of 350mm dia. concrete tile with 500mm dia. plastic tile, at outlet into CB at Sta. 0+860 M.D. to be incorporated. No work required at this time.

0+141 - Existing 600 x 600mm concrete ditch inlet catchbasin to be incorporated. No work required at this time.

B) GENERAL NOTES

1. Working Area

- For work on the open ditch, the average width is to be 20m on private lands. Refer to General Specifications E.10 for exceptions.

2. Access - General Condition E.11

The Contractor shall have access to the drain along the routes, if any, shown on the plan. The access routes shall be along existing laneways or paths or where none exist, along a 6m wide (maximum) path. All specifications governing fences, livestock and crops during drain construction shall apply to access routes except where superseded by notes on the drawings. No other access routes shall be used unless first approved by the Engineer and affected landowners. The Contractor shall also contact each owner prior to using designated accesses. The landowner information will be supplied with the tender documents.

Telephone numbers for contact are:

	Chieffain Dairy Farms Ltd.	To be Supplied at Time of Tendering
002-07800 & 002-08100	(Basil Loranger)	
002-08110	Damase & Franche Plante	705-647-1820
	Ministry of Transportation (New Liskeard)	519-748-1199 ext 240
	Engineer (Neal Morris, P. Eng.)	705-672-3363
	City of Temiskaming Shores	
	- David Treen - Clerk	705-544-2714
	- Doug Walsh - Road Superintendent	
	City of Temiskaming Shores	
	- Ed Gorecki - Drainage Superintendent	
	Ontario One Call Centre	1-800-400-2055

3. Ditch Work Required
All construction on this project must use laser grade control for open work. Failure to do such may require forfeiture of the contract including tender deposit and payment for any work done.

a) General Note for Ditch Work on this Project
In all areas, the side for leveling is to be verified with the owner. Power brushing materials are preferred. Where materials are cut by chainsaw or excavated by backhoe, materials are to be left in piles for the owner to dispose of. Where brush is within 10m of the channel such materials are to be pushed and windrowed in with or adjacent to the bush areas. All brushing is to be included as part of the ditch work unless it is separately noted in the Specific Notes. All new ditch banks are to be seeded.

b) General re Open Drain Work
The open drains to be constructed will have cross-sectional dimensions as specified by the profiles and the Typical Sections on the drawings. Ditch bottom elevations are to be as shown on the profile drawings. Also minimum bottom widths and bank slopes are shown by the typical sections and by the profile drawings. All spoil, except where to be hauled, is to be leveled by the owner and all banks where disturbed, are to be seeded the same day as excavation unless when requested otherwise. Specifications F.1 applies for ditch work. Do not over-excavate any channel except if noted, do not unnecessarily disturb banks, and minimize bottom disturbance during root removal.

During future maintenance, all excavated materials are to be leveled on adjacent properties with the exception that any removed rock be hauled away.

4. Brushing
All Brushing shall be as noted in the drawing and shall be in accordance with General Condition E.44 unless indicated in the Drawings. Brushing includes raking, or approved equal work, of the cleared area.

5. Soil Conditions
A review of the New Liskeard-Englehart Area Soils Map indicates that the soils in the watershed to be Halleybury clay (good drainage, smooth steeply sloping and stone free), Hanbury clay (imperfect drainage, smooth gently sloping and stone-free to moderately stony) and New Liskeard clay (poor drainage, smooth very gently sloping and stone-free to moderately stony).

The majority of construction will occur in the Hanbury and New Liskeard clay soils. The Hanbury and New Liskeard clay soils should not present any construction problems. However, efforts should be made to undertake the drain construction during the dry season since the outlet is sensitive habitat for Lake Sturgeon.

6. Fences
All fences are to be both removed and re-erected by contractor unless described otherwise by notes on the drawings. Refer to General Condition E.38. Refer to General Condition E.39 re livestock etc.

7. Materials
The Contractor shall supply and arrange for the delivery of all equipment, labour and materials.

All materials stated in the specific notes (Special Provisions), tender documents and drawings may be substituted from that shown, upon approval by the Engineer.

8. Type of Pipe Materials
Any culvert must follow materials specification in F.1.2 in the open ditch specification and drawing, any other material must be approved by the Engineer.





Schedule of Assessments

Roll No.	Owner	Area (ha)	Total	2/3 Grant	Allow	Net Ass.
002-078	Chieftain Dairy Farms	40.50	\$ 20,007	\$ 13,338	\$ 5,200	\$ 1,469
002-079	Pedersen Materials Ltd.	42.70	1,101	734	0	367
002-080	Pedersen Materials Ltd.	9.00	226	151	0	75
002-081	Chieftain Dairy Farms	29.00	60,647	40,431	19,400	816
002-081.10	D. & F. Plante	1.90	2,873	0	1,000	1,873
002-082	J. Wilson	25.40	642	428	0	214
002-083	Chieftain Dairy Farms	32.50	914	609	0	305
002-084	1804633 Ontario Inc.	33.80	880	587	0	293
002-085	J. Wilson	2.40	60	40	0	20
002-087	D. Rostad	16.40	435	290	0	145
002-088	Newhome Farms Ltd.	13.50	358	239	0	119
002-089	Newhome Farms Ltd.	15.90	410	273	0	137
002-151	Agric. Res. (OMAFRA)	23.50	669	0	0	669
002-155	Agric. Res. (OMAFRA)	55.70	1,586	0	0	1,586
002-156	P. Peters	27.10	771	514	0	257
002-159	Agric. Res. (OMAFRA)	32.40	848	0	0	848
002-160	M. Benoit	32.40	911	607	0	304
002-161	M. Benoit	31.60	899	599		300
002-162	C. Grandmaitre	0.80	34	0	0	34
Hwy 65	MTO	N/A	50	0	0	50
Drive-in Theatre Rd	City of T. Shores	N/A	85	0	0	85
Peters Rd	City of T. Shores	N/A	14,880	0	0	14,880
Spec Ass.	City of T. Shores	N/A	10,890	0	0	10,890
½ Sales Barn Rd.	City of T. Shores	N/A	68	0	0	68
Township of Harris						
1-126	Y. Rundle	6.00	171	114	0	57
1-146	A & D Frey	24.90	708	472	0	236
1-147	A & D Frey	58.00	1,564	1,043	0	521
1-148	M & E Auger	7.10	102	68	0	34
1-149	A & D Frey	1.10	17	11		6
1-164	S. Tobler	6.20	177	118	0	59
½ Sales Barn Rd.	Twp. of Harris	N/A	32	0	0	32
Totals:			\$ 123,015	\$ 60,666	\$ 25,600	\$ 36,749

Subject: Land Acquisition – 635 View Street

Report No.: CS-006-2017

Agenda Date: February 7, 2017

Attachments

Appendix 01: Executed Offer to Purchase

Appendix 02: Phase 1 Environmental Assessment Quotations

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-006-2017;
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with KBR Wabi Limited for the purchase of property situated at 635 View Street in the amount of \$640,000 plus applicable taxes;
3. That Council approves retaining the services of BZ Environmental Consulting to undertake a Phase 1 Environmental Review of 635 View Street at a cost of \$1,850 plus applicable taxes; and
4. That Council directs the Treasurer to proceed with an application to the Ontario Infrastructure & Lands Corporation (OILC) to borrow \$651,264.

Background

In 2015, the City hired Mitchell Architects to conduct a Building Condition Survey of the Haileybury Fire Station. As part of this project, Mitchell's was asked to conduct a preliminary design/feasibility study on how the existing building could be re-developed to meet the current and future needs of the Fire Department. The report from Mitchell Architects indicated that in order to meet the current needs of the Fire Station approximately \$580,000 in renovations would be required. This did not include the potential addition of another bay to accommodate a new Pumper/Tanker which is scheduled to be replaced in 2018. The additional bay was estimated at \$1.8 million.

In light of these costs, Council considered Confidential Administrative Report PW-034-2016 on July 5, 2016 and directed staff to initiate negotiations with KBR Wabi Ltd. for the acquisition of their facility at 635 View Street in Haileybury to house the Haileybury Fire Station with the potential of having a shared facility with Public Works for the Haileybury satellite yard.

After several months of negotiations with KBR Wabi Limited, the City received an executed Offer to Purchase (**Appendix 01**) on January 13, 2017.

The Offer to Purchase is conditional on the City being satisfied with the state of the property, including its environmental condition, upon the results of its due diligence and investigations. The City has until April 7, 2017 to satisfy this condition.

On December 20, 2016 Council directed staff in Closed Session to initiate the process to undertake a Phase 1 Environmental Assessment Review of 635 View Street. Staff prepared and released a Request for Quotations and received 12 responses (**Appendix 02**).

Staff is recommending that BZ Environmental Consulting be retained to conduct the Phase 1 ESA Review at a cost of \$1,850 plus HST.

The Closing Date to finalize the sale is Thursday, April 13, 2017.

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 purchase of the facility has not been approved in the 2017 Capital Budget since the City was still in negotiations with KBR Wabi Limited at the time the 2017 Budget was approved. The project acquisition costs will need to be added as an amendment prior to the final passing of the Budget By-law.

Phase 1 Renovation costs are estimated at \$75,000. These funds were incorporated into the 2017 Capital Budget in anticipation of the sale being finalized.

The costs associated with the Environmental Assessment Process will be covered within this \$75,000 Capital Budget Envelope.

Submission

Prepared for
 Council’s consideration by:

“Original signed by”

 Christopher W. Oslund
 City Manager

KEMP PIRIE CROMBEEN

OFFER TO PURCHASE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (as "Purchaser"), having inspected the property, hereby agree to and with **KBR WABI LTD.** (as "Vendor") to purchase the premises legally described as follows:

PIN 61353-0057 (LT)
PCL 25517 SEC SST; PT N1/2 LT 11 CON 3 BUCKE
PT 1 54R3535;
Temiskaming Shores; District of Timiskaming

Being 3.26 acres more or less, municipally known as 635 View Street, Temiskaming Shores (herein called the "Property") at the price of **SIX HUNDRED AND FORTY THOUSAND (\$640,000.00)** plus HST payable **TEN THOUSAND DOLLARS (\$10,000.00)** to the Vendor's solicitor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

1. PURCHASER'S CONDITIONS

The Purchaser's obligation to complete the purchase and sale of the Property shall be conditional upon the Purchaser being satisfied, in its sole and absolute discretion, on or before 5:00 pm on the 7th day of April, 2017 (the "**Conditional Date**") upon the results of its due diligence investigations of the Property, including its condition and state (including its environmental condition). If the Purchaser is not satisfied with the results of its due diligence investigations of the Property, the Purchaser shall be entitled to terminate this Agreement and, if the condition is not satisfied or waived by the Purchaser on or before the Conditional Date, the Deposit shall be returned to the Purchaser without interest and without deduction, save for any deductions permitted pursuant to section 12 of this Agreement. This condition has been inserted for the sole benefit of the Purchaser and may be waived, in whole or in part. In the event that the Purchaser does not satisfy or waive the condition by notice in writing delivered to the Vendor on or before the Conditional Date, the Purchaser shall be deemed to have terminated the Agreement.

2. RELEASE OF INFORMATION:

- (a) The Vendor authorizes the release of any information relating to the Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. The Vendor shall provide and deliver such consent and authorization

to the Purchaser in a separate document addressed to governmental authorities and signed by the Vendor.

- (b) The Vendor shall provide to the Purchaser, on or before December 15, 2016, a copy of the results of any environmental assessments conducted of the Property, in the possession of the Vendor.

3. DEFICIENCY NOTICES AND WORK ORDERS:

If the Vendor receives any deficiency notice or work order from any municipal or other governmental authority relating to the Property after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection.

4. ADOPTION OF LSUC - OBA DOCUMENT REGISTRATION AGREEMENT

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

5. FIXTURES:

The purchase price includes, free and clear of encumbrances all fixtures which shall remain affixed to the Property, except the following which the Vendor may remove prior to closing:

- a) 1 - 4 wheeled loader; and
- b) Various tools.

6. CHATTELS:

- a) The purchase price does not include any chattels.
- b) The Purchaser agrees to take the steps necessary to assume any rental agreement for any hot water tank rental in the Property, if applicable.

7. ACCEPTANCE:

This Offer shall be irrevocable by the Purchaser until **5pm on 5 January 2017**, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

8. TITLE:

Provided that title to the Property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publically regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of utilities or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines, or other services that do not materially affect the use of the Property. If within the specified times referred to in

section 9 any valid objection to title or any outstanding work order or deficiency notice, or to the fact the present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which the Vendor is unwilling or unable to remove, remedy or satisfy or obtain insurance, save and except against risk of fire, (Title Insurance) in favour of the Purchaser and any mortgagee, (with all related costs at the expense of the Vendor), and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations, in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction, and the Vendor, shall not be liable for any costs or damages. Save as to any valid objection so made, by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.

9. REQUISITIONS:

Purchaser shall be allowed until the date which is ten (10) days prior to closing to investigate the title at its own expense and to satisfy itself that there is no breach of municipal or other governmental requirements affecting the Property, that its intended use may be lawfully commenced and continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the intended use may not be lawfully commenced and continued, or that the automated fuel dispensing units to be installed on the Property may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction save for those deductions permitted by section 12, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.

10. SURVEYS AND DOCUMENTS:

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

11. "AS IS" PURCHASE

(a) The Purchaser acknowledges and agrees that:

- (i) in entering into this Agreement and completing the transaction contemplated by it, the Purchaser has relied and will continue to rely solely upon its own inspections, investigations and other due diligence with respect to the Property;
 - (ii) the Property is being sold and purchased and assumed by the Purchaser, and the transaction is being completed, on an "as is, where is" basis at the Purchaser's own risk and peril, without any representation or warranty, whether expressed or implied by this Agreement or at law, by the Vendor of any nature or kind whatsoever respecting the Property or any matter relating thereto;
 - (iii) The Vendor make no representations or warranties concerning any statements made or information delivered or made available to the Purchaser (whether by the Vendor, the Vendor's Solicitors or any other agents, or representatives or advisors of the Vendor or any other person) with respect to the Property; and
 - (iv) The Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof.
- (b) The Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights or claims the Purchaser might have against the Vendor, or any agent or representative of the Vendor, pursuant to any warranty, express or implied, of any kind or type, relating to the transaction contemplated by this Agreement or the Property. Such waiver is absolute, unlimited and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of occupancy, strict liability and claims of every kind and type, including, but not limited to, claims regarding defects, whether or not discoverable, or similar claims, and to all other extent or later created or conceived of strict liability or strict liability type claims and rights.
- (c) The provisions of this Section 11 shall survive Closing or the termination of this Agreement regardless of the cause of such termination.

12. CLOSING:

This Agreement shall be completed on **April 13, 2017** (the "**Closing Date**"). The Property will be sold with vacant possession.

13. INSPECTION OF PROPERTY:

The Purchaser acknowledges having inspected the Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Property at all reasonable times on reasonably prior notice to the Vendor, at the Purchaser's sole risk and expense, for the purpose of assessing the suitability of the Property (including access thereto) for the Purchaser's intended use and satisfying itself, in its sole discretion, with respect to all physical, financial, operational and environmental aspects of the transaction. The Purchaser shall restore the Property to the state it was in prior to exercising its rights under this section and repair forthwith any damage to Property arising from such access at the Purchaser's expense, and if the Purchaser fails to do so, the Vendor may carry out such works

itself and deduct the costs and expenses of so doing from the Deposit. Prior to exercising its rights to access the Property under this section, the Purchaser shall provide the Vendor with satisfactory evidence that it has sufficient liability insurance. The Purchaser will indemnify and hold harmless the Vendor from any claims for personal injury or property damage arising out of or relating to the wilful or negligent acts or omissions on the part of the Purchaser in connection with the Purchaser's entry and investigation of the Property. Further, the Purchaser will indemnify and hold harmless the Vendor from any construction liens which may arise out of the Purchaser's investigations and/or processes.

14. INSURANCE:

Until completion of sale all buildings and equipment on the Property shall be and remain at the risk of the Vendor, and the Vendor will hold all policies of insurance effected on the Property and the proceeds thereof in trust for the parties hereto, as their interests may appear. In the event of damage to the said buildings and equipment before the completion of this transaction, the Purchaser shall have the right to elect to take such proceeds and complete the purchase, or cancel this Agreement, whereupon the Purchaser shall be entitled to the return, without interest or deduction, of all moneys paid on account of this purchase. Vendor agrees to furnish Purchaser with copies of existing fire insurance policies upon request after acceptance of this Offer.

15. ADJUSTMENTS:

Realty taxes to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser).

16. COSTS:

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser.

17. PLANNING ACT COMPLIANCE:

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

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

18. RESIDENCY OF VENDOR:

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

of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

19. FACSIMILE AND ELECTRONIC TRANSMISSION:

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

20. COUNTERPART:

This agreement may but need not be executed in counterpart.

21. TIME OF ESSENCE:

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

22. GST/HST:

This transaction is subject to Goods and Services Tax/Harmonized Sales Tax (G.S.T./H.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and such G.S.T./H.S.T. shall be in addition to and not included in the purchase price.

If the Purchaser is registered under the Act and shall provide the Vendor and its solicitor with proof of his G.S.T./H.S.T. registration number and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor, then the Purchaser shall not be required to pay G.S.T./H.S.T. to the Vendor and shall be entitled to self-assess in respect of G.S.T./H.S.T..

23. REPRESENTATIONS AND WARRANTIES:

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

24. TENDER:

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

25. COSTS OF REGISTRATION:

Each party to pay the costs of registration and taxes on its own documents.

26. GENDER:

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

SIGNED, SEALED AND DELIVERED this 22 day of December, 2016.
in the presence of:

The Corporation of the City of Temiskaming
Shores.

Per: Laura-Lee MacLeod
Laura-Lee MacLeod, Treasurer

The Vendor hereby accepts the above offer.

Dated at _____ this _____ day of December, 2016.

KBR WABI LTD.

Per: Michael West

Per: _____

Purchaser's Address:
The Corporation of the City of Temiskaming
Shores
325 Farr Drive, PO Box 2050
Haileybury, ON
POJ 1K0

Phone Number: (705) 672-3363
Fax Number: (705) 672-3200

Purchaser's Solicitor:
KEMP PIRIE CROMBEEN
Attention: Brigid Wilkinson
P.O. Box 1540
New Liskeard, ON
POJ 1P0

Phone Number: (705) 647-7353
Fax Number: (705) 647-6473

V:\Brigid\Real Estate\Offers\Offer City of Tem
Shores pf KBR_v5

Vendor's Address:

KBR WABI LTD.
601 Jefferson KT390
Houston, Texas, 77002
USA

Phone Number: (713) 753-7583
Fax Number: (713) 753-3184

Vendor's Solicitor:
Borden Ladner Gervais
Attention: Jessica Sheridan
100 Queen Street Suite 1300
Ottawa, ON
K1P 1J9

Phone Number: (613) 369-4771
Fax Number: (613) 230-8842



2253766 Ontario Inc.,
70C Mountjoy Street North
Suite 125
Timmins, ON,
P4N 4V7

Phone: (705) 268-6220
Fax: (705) 268-1220

Email: markb@bzenvironmental.com

January 18th, 2017

City of Temiskaming Shores
325 Farr Street
Temiskaming Shores, ON
P0J 1K0

Attn: Mr. Mitch Lafreniere – Manager of Physical Assets

Re: Phase I Environmental Review Proposal – 685 View Street

Dear Mr. Lafreniere:

Thank you for considering BZ Environmental Consulting for your environmental requirements. After speaking with you and reviewing the tender documents, BZ Environmental Consulting is pleased to offer you the following scope of work for your consideration for the subject property located at 685 View Street, Haileybury, ON. We understand that the purpose of this report is for the municipality to understand the liability of the site prior to the use of the site.

PHASE I REPORTS

BZ Environmental Consulting will perform a Phase I Environmental Review at the subject location and prepare a report. This review will include the history of the sites and the present uses and provide an opinion on the potential for contamination at the site. The review and report will conform with CSA (Canadian Standards Association) Standard Z768-01; this is the standard for these types of reviews and is consistent with the Phase I and II reports that we prepare for all types of banking and financial transactions. We will provide a full report with all appropriate and necessary information.

Please note that our firm and specifically Mark Bednarz, has been certified by the Association of Environmental Site Assessors of Canada for Phase I and II Environmental Site Assessments.

Our ALL-IN fee for this work, exclusive of taxes will be \$1850.00. This is an all-inclusive price with no possibility of extra charges of any kind.

Please note that we will require the legal name of the current owner as well as the legal description and municipal address for the property prior to commencement of any works.

We will also require copies of all reports that you may have on this property so that we may review and incorporate in our work.

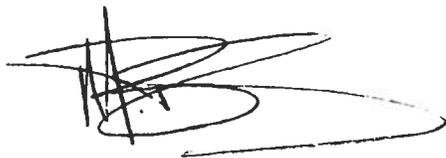
Any and all applicable taxes are in extra.

Please contact me if you have any questions, require further information.

We will require written acceptance and/or a P.O. # prior to commencement of this project. We will require 10-14 business days to complete our report.

Respectfully submitted,

BZ ENVIRONMENTAL

A handwritten signature in black ink, appearing to read 'Mark J. Bednarz', with several overlapping loops and a long horizontal stroke at the bottom.

Mark J. Bednarz, B.E.S., P. Geo.,
Sr. Environmental Geoscientist



PW-RFQ-001-2017

City of Temiskaming Shores
PW-RFQ-001-2017
Phase I ESA – 685 View Street - Haileybury

Form of Quotation

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

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Quotation.

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

Description	Amount
Submission of a Phase I Environmental Site Assessment in accordance with Ontario Regulation 153/04 for 685 View Street.	
Sub-Total:	\$ 1850. ⁰⁰
H.S.T.:	\$ 240. ⁵⁰
Total:	\$ 2090. ⁵⁰



PW-RFQ-001-2017

City of Temiskaming Shores
PW-RFQ-001-2017
Phase I ESA – 685 View Street

Non Collusion Affidavit

I/ We Mark Bednarz / BZ Environmental the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

BZ ENVIRONMENTAL CONSULTING

Company Name

70C MAUNTSOY ST. N. SUITE 125 TIMMINS ON

Address

Authorized Signature

Print Name:

MARK BEDNARZ

Title:

PRESIDENT

E-mail:

markb@bzenvironmental.com

Phone No.:

705 266 0024

City of Temiskaming Shores

Submission Opening

Document Title: **PW-RFQ-001-2017**

Opening Date: **January 26, 2017**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **Phase I ESA – 685 View Street**

Form of Proposal

Bidder: TERRAPEX ENVIRONMENTAL

Phase I ESA:	5,500.
Sub-total:	"
HST:	715.
Total:	6,215.

Bidder: AME MAT. ENVIRONMENTAL

Phase I ESA:	5,210.
Sub-total:	
HST:	677.30
Total:	5,887.30

Bidder: A+A ENVIRONMENTAL

Phase I ESA:	3,880.
Sub-total:	"
HST:	504.40
Total:	4,384.40

Bidder: EXP

Phase I ESA:	3,225.
Sub-total:	
HST:	419.25
Total:	3,644.25

Bidder: GAMTID ENVIRONMENTAL

Phase I ESA:	4,500.
Sub-total:	"
HST:	585.
Total:	5,085.

Bidder: BT ENGINEERING

Phase I ESA:	4,500.
Sub-total:	
HST:	585.
Total:	5,085.

Bidder: BZ ENVIRONMENTAL

Phase I ESA:	1,850.
Sub-total:	
HST:	240.50
Total:	2,090.50

Bidder: STORIE ENVIRONMENTAL

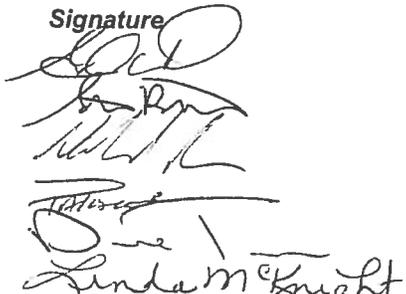
Phase I ESA:	4,995.
Sub-total:	
HST:	649.35
Total:	5,644.35

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

In Attendance:

Print Name
 Doug Whelan
 Steve Burnett
 NOLAN DOMBROSKE
 TERRY PASCOR
 DAVE TREEN
 LINDA MCKNIGHT

Representing
 T. SHORES
 " "
 EXP
 EXP
 T. SHORES
 T. S.

Signature


City of Temiskaming Shores

Submission Opening

Document Title: **PW-RFQ-001-2017**

Opening Date: **January 26, 2017**

Inquiry Contact: **Mitch Lafreniere**

Opening Time: **2:00 pm**

Description: **Phase I ESA – 685 View Street**

Form of Proposal

Bidder: **AMEC FOSTER**

Phase I ESA:	4,465.
Sub-total:	
HST:	580.45
Total:	5,045.45

Bidder:

Phase I ESA:	
Sub-total:	
HST:	
Total:	

Bidder: **ECOH**

Phase I ESA:	3,500.
Sub-total:	
HST:	455.
Total:	3,955.

Bidder:

Phase I ESA:	
Sub-total:	
HST:	
Total:	

Bidder: **DST CONSULTING**

Phase I ESA:	4,495
Sub-total:	
HST:	584.35
Total:	5,079.35

Bidder:

Phase I ESA:	
Sub-total:	
HST:	
Total:	

Bidder: **PINCHIN**

Phase I ESA:	2,800.
Sub-total:	
HST:	364.
Total:	3,164.

Bidder:

Phase I ESA:	
Sub-total:	
HST:	
Total:	

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

In Attendance:

Print Name

Representing

Signature

Subject: Cultivation of Municipal Land Agreements with Miller Farms & Chieftain Dairy **Report No.:** CS-007-2017
Agenda Date: February 7, 2017

Attachments

- Appendix 01:** Cultivated Lands
Appendix 02: Draft Agt. with Chieftain Dairy Farms
Appendix 03: Draft Agt. with Miller Farms Inc.

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-007-2017;
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Chieftain Dairy Farms for cultivation purposes of Parts 1, 3, 5, 7, 9 & 11 on Plan 54R-4826 (4.62 Ac.) for consideration at the February 7, 2017 Regular Council meeting; and
3. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Miller Farms Inc. for cultivation purposes of Part 2 on Plan 54R-5247 (8.70 Ac.) for consideration at the February 7, 2017 Regular Council meeting.

Background

The City currently has a number of agreements with individuals/farmers for the cultivation of lands owned by the municipality. The entering into these agreements are beneficial for both parties in that the lands are maintained to a standard such that the municipality does not have to perform any maintenance and the individual/farmer obtains an agricultural benefit to their operation.

In the fall of 2016 the Public Works Department identified that an 8.70 Ac. parcel and 4.62 Ac. parcel of municipally owned lands as shown on **Appendix 01 – Cultivated Lands** adjacent to Grant Drive near Wal-Mart/Canadian Tire had been cultivated.

The lands abutting the municipal lands to the west are owned by Pedersen Materials Ltd. and Dymond Developments Limited respectively. Upon discussions with these two owners it was determined that permission was granted to cultivate their lands by Miller Farms Inc. and Chieftain Dairy Farms and the two small municipal portions were assumed to be owned by Pedersen Materials and Dymond Developments by those doing the cultivation.

Analysis:

As noted above the City does have a number of current cultivation agreements which have various clauses meant to protect the interests of the municipality and are summarized as follows:

- use for cultivation/agricultural uses only;
- not to fertilize, use pesticides or herbicides without prior consent of city;
- pay annual fee at a rate of \$12.01/Ac.;
- City may terminate if lands required for another purpose (i.e. commercial);
- City to be included as an additional insured on their insurance policy.

4.62 Ac Parcel

The proprietor of Chieftain Dairy Farms, Basil Loranger, was contacted in regards to this parcel of land and **Appendix 02 – Draft Agt. with Chieftain Dairy Farms** was forwarded to Mr. Loranger for his records, review and execution. It is anticipated, based on the discussions with Mr. Loranger, that the agreement will be accepted.

8.70 Ac Parcel

The proprietor of Miller Farms Inc., Byron Miller, was contacted in regards to this parcel of land and **Appendix 03 – Draft Agt. with Miller Farms Inc.** was forwarded to Mr. Miller for his records, review and execution. It is anticipated, based on the discussions with Mr. Miller, that the agreement will be accepted.

It is recommended that Council enter into agreements with Chieftain Dairy Farms and Miller Farms Inc. for the cultivation of these parcels of land.

Alternatives

The City could opt not to enter into cultivation agreements.

Financial / Staffing Implications

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

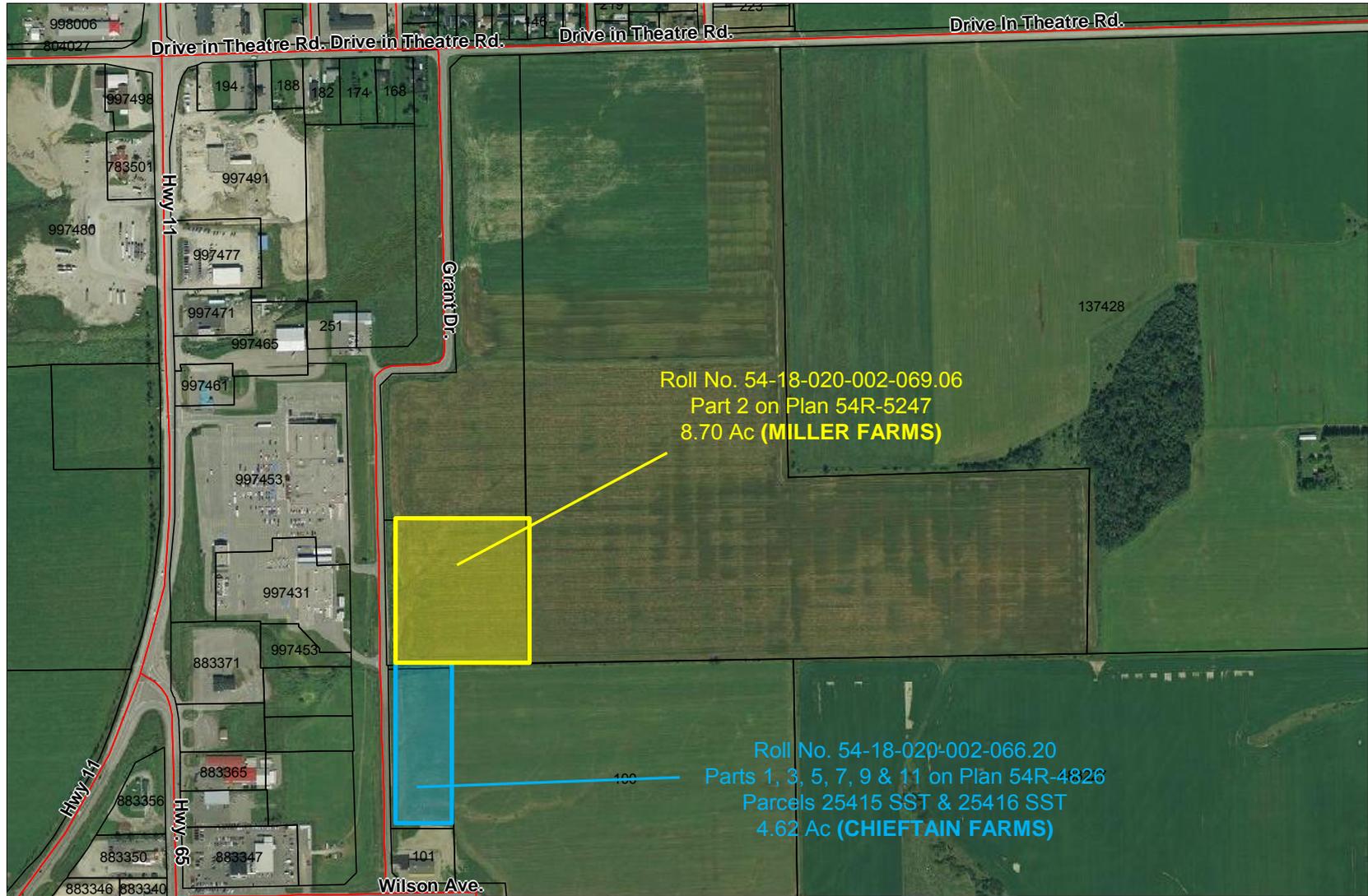
This item is within the approved budget amount: Yes No N/A

The revenues over the term of the lease agreement will be directed to the Community Development Reserve.

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

Submission

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
 "Original signed by"	 "Original signed by"	 "Original signed by"
_____ David B. Treen Municipal Clerk	_____ Kelly Conlin Director of Corporate Services (A)	_____ Christopher W. Oslund City Manager



**The Corporation of the City of Temiskaming Shores
By-law No. 2017-000**

**Being a by-law to authorize a Lease Agreement with
Chieftain Dairy Farms to permit the Cultivation of
Municipal Land – Roll No. 54-18-020-002-066.20**

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

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

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

And whereas Council considered Administrative Report No. CS-007-2017 at the February 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Lease Agreement with Chieftain Dairy Farms for Parts 1, 3, 5, 7, 9 and 11 on Plan 54R-4826 (4.62 Ac.) for cultivation purposes for consideration at the February 7, 2017 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to execute the Lease Agreement with Chieftain Dairy Farms for the use of municipal land for cultivation purposes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 7th day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-000

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Chieftain Dairy Farms

for Cultivation purposes on Lands owned by
The City of Temiskaming Shores
Roll No. 5418-020-002-066.20

This agreement, made this 7th day of February, 2017.

Between:

The Corporation of the City of Temiskaming Shores
(Hereinafter referred to as the "the City")

And:

Chieftain Dairy Farms
(Hereinafter referred to as "the Benefactor")

Whereas the City is the owner of real property legally described as:

Parts 1, 3, 5, 7, 9 & 11 on Plan 54R-4826 ; Parcels 25415 SST & 25416
SST – Roll No. 54-18-020-002-066.20 (Approximately 4.62 Ac)

And whereas the Benefactor wishes to use the Lands for cultivation purposes;

Now therefore, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. The word "Cultivation" as used in this agreement shall mean the process of seeding, growing, bailing and removal of hay for use in the feeding of farm animals.
2. The Benefactor shall have the right to use the Lands for cultivation for the term of this Agreement which commences **January 1, 2017** and ends **December 31, 2020** unless the Agreement is terminated early by either party.
3. The Benefactor shall have no right to use the Lands for any other purpose than cultivation, and shall commit no act on the Lands which would constitute a nuisance to any other person.
4. The Benefactor shall not be entitled to use pesticides or herbicides on the Lands without the prior written consent of the City.
5. At the termination of this Agreement, the Benefactor shall leave the Lands in no worse condition than existed at the date of signature of this Agreement.
6. The Benefactor shall pay to the City for the rights granted herein, the sum of **\$12.01/Ac./annum (\$55.50/yr)** payable in advance on or before the 1st day of May in each year.
7. Either party may terminate this agreement on not less than thirty (30) days written notice to the other. Unless the Lands are required by the City for an immediate purpose, it shall terminate the Agreement in any year until the Benefactor has had a reasonable opportunity to remove his hay crop from the Lands.

8. The Benefactor shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from his use of the Lands.
9. The Benefactor shall on or before the **1st day of May** in each year, provide proof of liability insurance in the amount of **\$2 million** for the lands and all activities carried out thereon during use by the Benefactor.
10. The Benefactor shall not be entitled to assign the benefit of this agreement without the consent in writing of the City, which consent may not be unreasonably withheld.

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

Signed and Sealed in)
the presence of)

Chieftain Dairy Farms

Owner/Operator – Basil Loranger

Witness

Print Name: _____

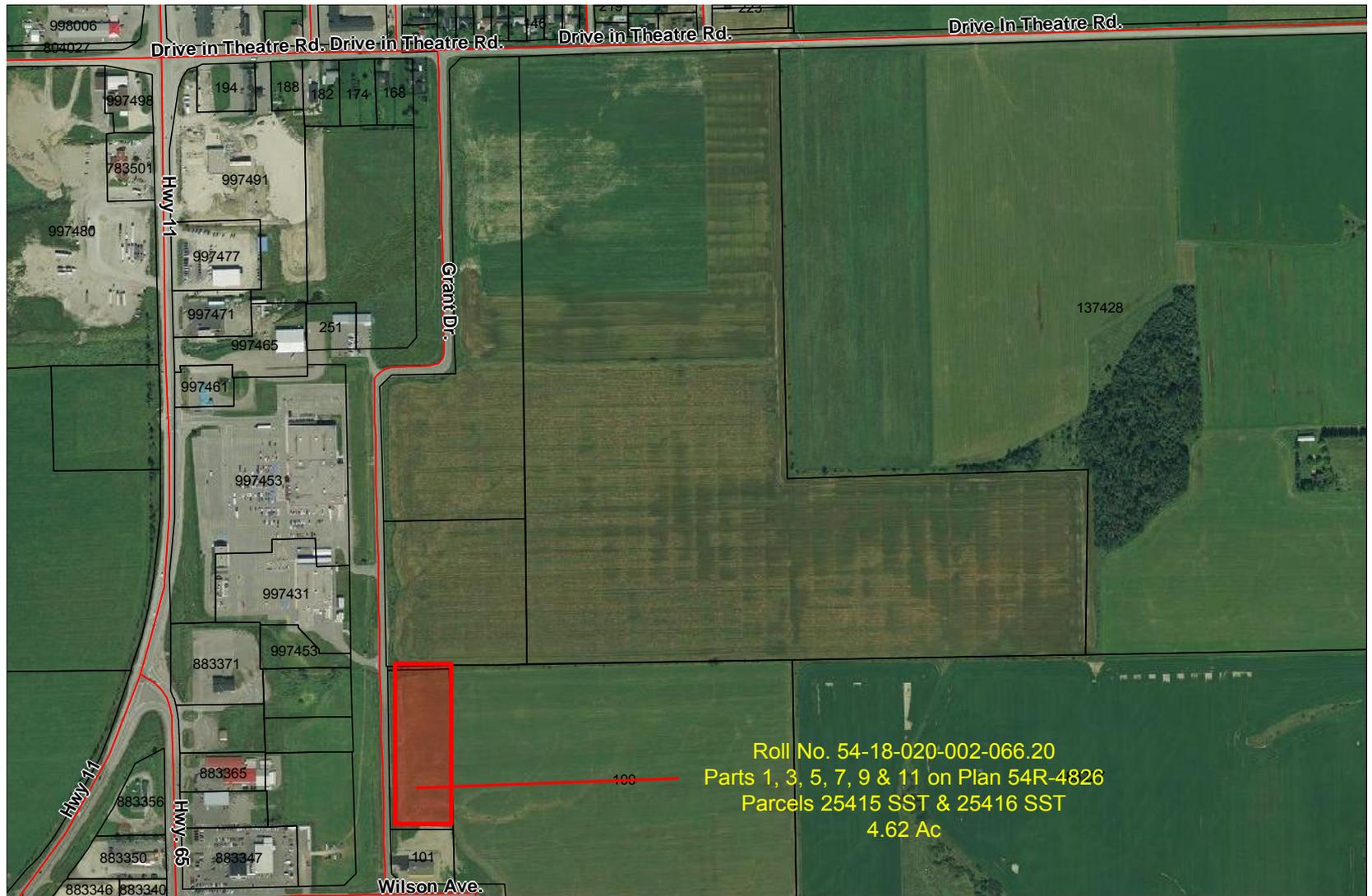
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

Being a by-law to authorize a Lease Agreement with Miller Farms Inc. to permit the Cultivation of Municipal Land – Roll No. 54-18-020-002-069.06

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

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

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

And whereas Council considered Administrative Report No. CS-007-2017 at the February 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Lease Agreement with Miller Farms Inc. for Pats 1, 3, 5, 7, 9 and 11 on Plan 54R-4826 (4.62 Ac.) and Part 2 on Plan 54R-5247 (8.70 Ac.) for cultivation purposes for consideration at the February 7, 2017 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to execute the Lease Agreement with Miller Farms Inc. for the use of municipal land for cultivation purposes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 7th, day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-000

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Farms Inc.

for Cultivation purposes on Lands owned by
The City of Temiskaming Shores
Roll No. 54-18-020-002-069.06

This agreement, made this 7th day of February, 2017.

Between:

The Corporation of the City of Temiskaming Shores
(Hereinafter referred to as the "the City")

And:

Miller Farms Inc.
R.R. # 1 / 065133 Miller Lane / Thornloe, Ont. / P0J 1P0
(Hereinafter referred to as "the Benefactor")

Whereas the City is the owner of real property legally described as:

Part 2 on Plan 54R-5247 – Roll No. 54-18-020-002-069.06
Approximately (8.70 Ac)

And whereas the Benefactor wishes to use the Lands for cultivation purposes;

Now therefore, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. The word "Cultivation" as used in this agreement shall mean the process of seeding, growing, bailing and removal of hay for use in the feeding of farm animals.
2. The Benefactor shall have the right to use the Lands for cultivation for the term of this Agreement which commences **January 1, 2017** and ends **December 31, 2020** unless the Agreement is terminated early by either party.
3. The Benefactor shall have no right to use the Lands for any other purpose than cultivation, and shall commit no act on the Lands which would constitute a nuisance to any other person.
4. The Benefactor shall not be entitled to fertilize the Lands or to use pesticides or herbicides on the Lands without the prior written consent of the City.
5. At the termination of this Agreement, the Benefactor shall leave the Lands in no worse condition than existed at the date of signature of this Agreement.
6. The Benefactor shall pay to the City for the rights granted herein, the sum of **\$12.01/Ac./annum (\$105/yr)** payable in advance on or before the 1st day of May in each year.
7. Either party may terminate this agreement on not less than thirty (30) days written notice to the other. Unless the Lands are required by the City for an immediate purpose, it shall terminate the Agreement in any year until the Benefactor has had a reasonable opportunity to remove his hay crop from the Lands.

8. The Benefactor shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from his use of the Lands.
9. The Benefactor shall on or before the **1st day of May** in each year, provide proof of liability insurance in the amount of **\$2 million** for the lands and all activities carried out thereon during use by the Benefactor.
10. The Benefactor shall not be entitled to assign the benefit of this agreement without the consent in writing of the City, which consent may not be unreasonably withheld.

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

Signed and Sealed in)
the presence of)

Miller Farms Inc.

Owner/Operator – Byron Miller

Witness

Print Name: _____

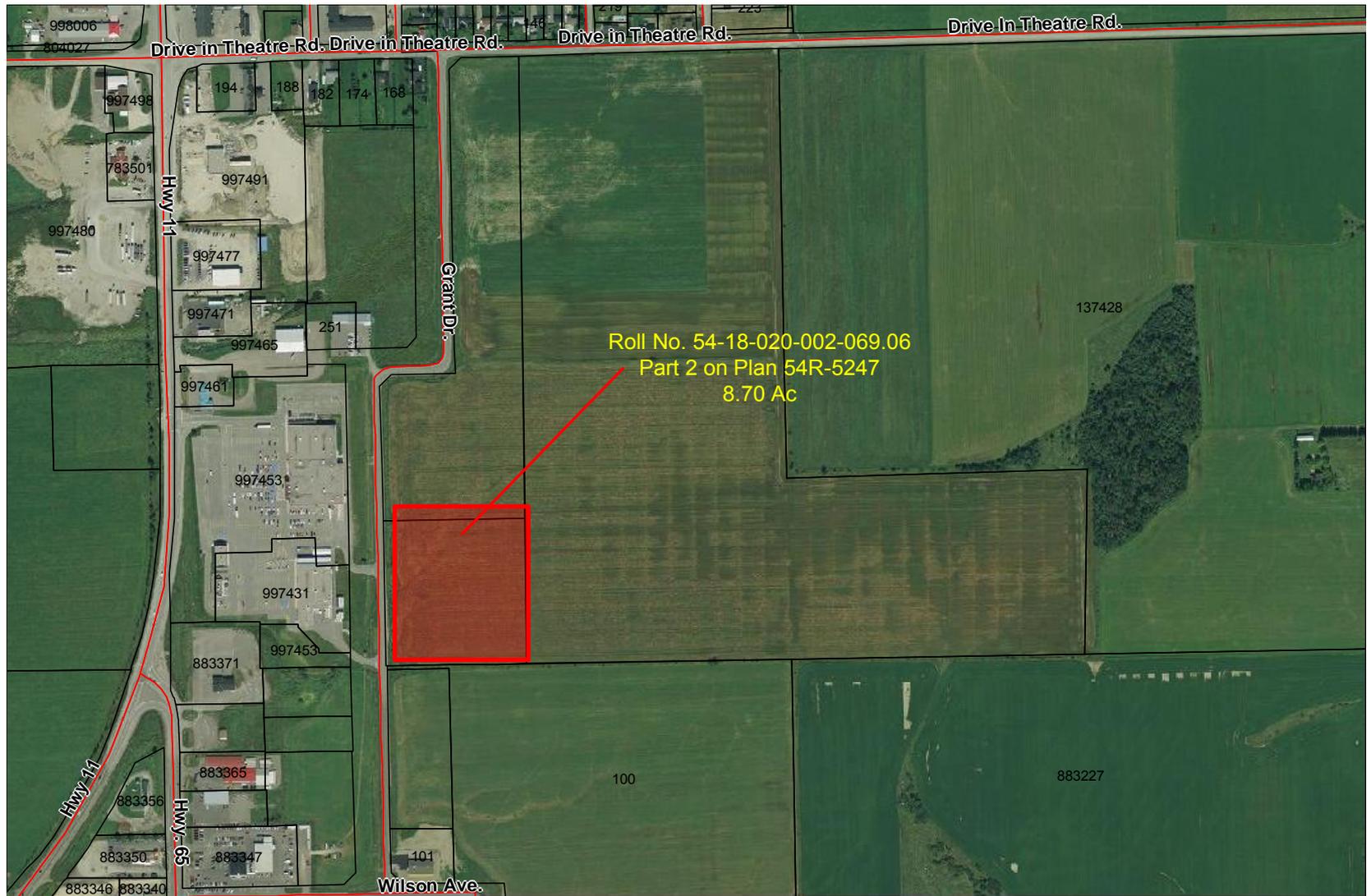
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Subject: Appointment of Volunteer Firefighter
Kevin Plant

Report No.: PPP-001-2017
Agenda Date: February 7, 2017

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-001-2017; and
2. That Council hereby appoints Kevin Plant as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Background

In an effort to fill a vacancy within the department at Station #3, and to help ensure adequate staffing levels are maintained, the Department is seeking to fill one of the vacant Volunteer Firefighter's positions at Station #3.

Analysis

Section 4.02 of Schedule "A" to By-law No. 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill one of the vacancies at Station #3, an interview with the candidate was conducted by the Fire Chief and the Fire Department's Interview panel. Subsequently a recommendation from Station #3 was provided to the Fire Chief requesting consideration of the appointment of Kevin Plant as a Volunteer Firefighter to the Temiskaming Shores Fire Department.

The candidate being recommended has demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with his work related experience and four years Volunteer Firefighter experience with the Phelps Volunteer Fire Department, make him an excellent candidate for the position he is being recommended for.

Based on the above, I am pleased to recommend Kevin Plant as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

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 include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2017 Fire and Emergency Management Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire departments 2017 and 2018 operational budgets.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill a vacant position at Station #3. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 24 members Station #1.
- 23 members Station #2, and
- 21 members Station #3.

Alternatives

No alternatives were considered.

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. 2017-015
Being a by-law to adopt a Procurement Policy for the
City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, 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, 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, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Section 270(1) 3 of the Municipal Act, 2001, S.O. 2001, as amended, provided that a municipality shall adopt and maintain policies with respect to the procurement of goods and services;

And whereas Council considered Administrative Report CS-003-2017 at the January 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law for the adoption of a new Procurement Policy and repeal By-law No. 2009-012, as amended for consideration at the February 7, 2017 Regular Council meeting;

And whereas this by-law establishes the authority and sets out the methods by which goods and services will be purchased for the purposes of the City of Temiskaming Shores subject to certain exceptions set out herein;

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

1. The Council adopts Procurement Policies for the City identified as Schedule "A", attached hereto and forming part of this by-law;
2. That By-law No. 2009-012, as amended is hereby repealed upon adoption of this by-law;
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.
4. That this By-Law shall come into force and take effect on the date of its final passing.

Read a first and second time this 7th day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Read third time and finally passed this 21st day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-015

The Corporation of the City of Temiskaming Shores

Procurement Policy

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Appendix 01 - Bid Irregularities

Appendix 02 - Levels of Approval Authority

Appendix 03 - Procurement Thresholds and Methods

Appendix 04 - Supplier Barring Protocol

1.0 Mission

To obtain the right goods and/or services when needed while achieving best value through a transparent, fair and competitive process with a high focus on Customer Service.

2.0 Objective

The objective of this policy is to establish and maintain a high level of confidence in the procurement process by ensuring that the City of Temiskaming Shores' procurement of goods and services necessary to provide the programs and/or services of the municipality is carried out in an open, fair, consistent, efficient and competitive manner that strikes a balance between public accountability, competition, quality and innovation. Therefore, the City of Temiskaming Shores is committed to:

- 2.1** Basing all procurement decisions for goods and/or services on total procurement costs from suppliers who meet the City's requirement for quality, delivery and warranty;
- 2.2** Ensuring that the City's requirements for goods and services are met through an open and fair process that provides the highest possible degree of competition and value to the City;
- 2.3** Encouraging innovation in procurement whether it be through partnerships, purchasing co-operatives, joint contracts or any other mechanism that best meets the interest of the municipality while maintaining the integrity of this policy;
- 2.4** Ensuring that accessibility criteria and features are incorporated when procuring or acquiring goods, services or facilities, except where it is not practicable to do so, in accordance with the Integrated Accessibility Standard Regulation (2012) and its successors;
- 2.5** Ensuring that procurement decisions are free of any conflict of interest between suppliers and members of Council, officials or employees and members of their immediate families;
- 2.6** Ensuring that, all things being equal, the City will seek to procure Canadian goods and services from local, regional, provincial or national sources; and
- 2.7** To receive goods and services in a timely and expeditious manner as required for daily operations and capital improvements.

3.0 General Provisions

No procurement of goods and/or services shall be authorized unless it is in compliance with this Policy. Goods and/or services that are obtained without following the provisions of this policy may not be accepted and any invoices received may not be

processed for payment.

Wherever possible, it should be the intent of the department to procure goods and/or services of like nature as a combined effort in order to benefit from economies of scale.

This policy will be reviewed and revised on a periodic basis. It is anticipated that reviews will be conducted every five (5) years or more frequently as required.

4.0 Definitions

In this by-law,

"Award" means authorization to proceed with the purchase of goods and/or services from a chosen supplier.

"Best Value" means evaluating bids not only on purchase price and life cycle cost considerations, but also taking into account items such as environmental and social considerations, delivery, servicing and the capacity of the supplier to meet other criteria as stated in the tender documents.

"Bid" means an offer or submission from a supplier in response to a Bid Solicitation which is subject to acceptance or rejection by the City.

"Bid Deposit" means the form of security required by the terms and conditions of Bid Solicitations to guarantee that the successful supplier enters into a contract with the City, as required by Section 10.5.6 of this By-law.

"Budget" means the budget or portion of the budget approved by Council.

"Change Work Order" means work that is added to or deleted from the original scope of work of a contract, which alters the original contract amount and/or completion date.

"City" means The Corporation of the City of Temiskaming Shores.

"City Manager" means the official appointed as the administrative manager of the City of Temiskaming Shores or his/her designate.

"Clerk" means the Municipal Clerk of the City or his/her designate.

"Compliant Bid" means a bid that meets the terms and conditions of the bid solicitation and this by-law.

"Conflict of Interest" means a situation where a personal, business or other interest of an elected or appointed official, officer or employee of the City is or can be reasonably be perceived to be in conflict with the interest of the City and includes but is not limited to:

- a) The giving or receiving of a direct or indirect personal gain or benefit or a direct

or indirect advantage or privilege by any person or business that offers goods and/or services to the City;

- b) A direct or indirect interest in any business that provides goods and/or services to the City;
- c) A conflict of interest as defined in the Municipal Conflict of Interest Act; or
- d) A conflict of interest as defined in the City's Code of Ethics/Conflict of Interest policy as may be amended.

"Construction" means a construction, reconstruction, demolition, repair or renovation of a building, structure or other engineering or architectural work and includes site preparation, excavation, drilling, soil or seismic investigation, the supply of products and materials and the supply of equipment and machinery incidental to the construction and the installation and repair of fixtures of a building, structure or other engineering or architectural work.

"Contract" means a binding agreement between two or more parties that creates an obligation to provide goods or perform services.

"Cooperative Procurement" means the participation of two or more municipalities, levels of governments or public agencies in a joint bid solicitation.

"Council" means the Council of The Corporation of the City Temiskaming Shores.

"Department" means an operational department with the City of Temiskaming Shores.

"Department Head" means an employee who has been designated by the City as one who directs or oversees a department and the employees within that department or his/her designate or any successor position thereto.

"Emergency" means a situation where the procurement of goods and services requires immediate action to prevent or correct dangerous or potentially dangerous safety conditions, further damage, to restore minimum service or ensure the safety of the public.

"Fair Market Value" means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arm's length who are fully informed and not under any compulsion to transact.

"Goods" means, in relation to procurement, moveable property (including the costs of installing, operating, maintaining or manufacturing such moveable property), including raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a general construction contract.

"Lowest Compliant Bid" means the compliant bid that would provide the City with the desired goods and/or services at the lowest cost.

"Manager/Supervisor" means an employee of the City holding the position of manager/supervisor.

"Negotiation" means a purchasing method whereby the City may negotiate directly with one or more suppliers with the intent to award a contract or extend an existing contract.

"Point of Sale" means the procurement of goods and/or services directly from a services supplier, retailer, wholesaler or by ordering through a catalogue or product guide.

"Procurement" means to acquire goods and/or services by purchase, rental, lease or trade.

"Purchase Order" means a written confirmation of the purchase of goods and/or services at a specific cost.

"Quotation" means a binding statement of price, terms of sale and description of goods and/or services offered by a supplier.

"Request for Proposal (RFP)" means a competitive procurement process for obtaining unique proposals designed to meet broad outcomes to a complex problem or need for which there is no clear or single solution.

"Request for Quotation (RFQ)" means a request for prices on specific goods and/or services from vendors where the comprehensive technical specifications can be developed.

"Request for Tender (RFT)" means a competitive procurement process for obtaining competitive bids based on precisely defined requirements for which a clear or single solution exists.

"Services" means intangible products that do not have a physical presence and includes Professional Services. No transfer of possession or ownership takes place when services are sold and they 1) cannot be stored or transported; 2) are instantly perishable; and 3) come into existence at the time they are bought and consumed.

"Single Source" means the non-competitive procurement process to acquire goods and/or services from a specific supplier even though there may be more than one supplier capable of delivery of the same goods and/or services.

"Supplier" means any individual or organization offering goods and/or services including but not limited to contractors, consultants, vendors or service organizations.

"Tender" means a written detailed offer from a supplier to supply goods and/or services to the City.

"Treasurer" means the Treasurer for the City or his/her designate.

5.0 Responsibilities

5.1 Council

- Approve and adopt this policy.
- Actively support the Procurement Policy.
- Approve amendments as required.

5.2 City Manager

- Approve amendments to this policy which are minor in nature and which do not result in a change to the intent of the policy.
- Actively support the Procurement Policy.
- Maintain a general knowledge of legalities and legislation to which this policy is founded and administered.

5.3 Department Heads

Be responsible for and ensure that all expenditures for their departments are in compliance with the purchasing and budget policies.

- Designate employees within their departments the authority to procure.
- Actively support the Procurement Policy.
- Maintain a general knowledge of legalities and legislation to which this policy is founded and administered.

5.4 Treasurer

- Recommend necessary amendments to this policy for the consideration of the City Manager and Council.
- Provide interpretations and recommendations to the City Manager and/or Council in regard to the interpretation and implementation of this policy.
- Monitor adherence to the regulations of this policy.
- Actively support the Procurement Policy.
- Develop and implement procedures to enhance the efficiency of this policy.
- Maintain a general knowledge of legalities and legislation to which this policy is founded and administered.

5.5 Other Designated Staff

- Procure goods and/or services in an efficient and cost-effective manner.
- Make all procurements on a competitive basis, without favouritism, in the

best interest of the municipality consistent with quality, quantity, service and delivery except where a non-competitive commodity is required.

- Ensure the greatest value for the City by exercising professional procurement practices, free from influence and interference, and encourage where practical, standardization and open and competitive bidding.
- Promote the procurement methods and tools outlined in this policy to allow staff to effectively and efficiently carry out their responsibilities and acquire goods on time.
- Maintain a general knowledge of legalities and legislation to which this policy is founded and administered.

6.0 Approval Authority

Any person with delegated approval authority pursuant to this policy shall ensure that an approved budget exists for the proposed procurement and that such procurement does not violate any City policies or any applicable law. Any such procurement shall also satisfy any applicable audit and documentation requirements of the City.

All applicable taxes, duties and shipping shall be included in determining the procurement limit of authorized delegates and the type of procurement process to be followed.

The following body and persons shall have the respective approval authority as set out below. All dollar values are based on transaction amounts and must be within the pre-approved budget limits.

6.1 Council

Council must approve by by-law or resolution the following:

- RFP or RFT greater than \$100,000
- RFQ greater than \$50,000
- Sole source or single source greater than \$50,000
- Change Work Orders or Contract Extensions greater than \$50,000

6.2 City Manager

City Manager may approve the following:

- RFP and RFT up to \$100,000
- RFQ up to \$50,000
- Invoices or purchase orders up to \$100,000
- Sole source or single source up to \$50,000

- Change Work Order or Contract Extension up to 10% of the total contract amount for contracts previously approved by Council
- Appointment of Consulting Services not exceeding \$50,000

6.3 Department Heads

Department Heads may approve the following:

- RFQ, RFP, RFT up to \$25,000
- Invoices or purchase orders up to \$25,000
- Change Work Orders or Contract Extensions up to 5% of the total contract amount for contracts previously approved by Council
- Appointment of Consulting Services not exceeding \$25,000

6.4 Treasurer

The Treasurer is the Controller/Compliance Officer for the purpose of this policy and has:

- Authority to approve invoices or purchase orders up to \$25,000
- Authority to approve all routine/repetitive invoices for goods and/or services as approved within annual budget estimates (ie. utility bills, DTSSAB, policing, etc.)
- Authority to approve all invoices for goods and/or services as approved by Council agreement (by-law and/or resolution)

6.5 Municipal Clerk

The Municipal Clerk may approve the following:

- RFQ up to \$10,000
- Invoice or purchase orders up to \$10,000

6.6 Manager/Supervisors

Managers/Supervisors may approve the following:

- RFQ up to \$10,000
- Invoice or purchase orders up to \$10,000

6.7 Public Works Clerk

The Public Works Clerk may approve the following:

- RFQ up to \$5,000

- Invoice or purchase orders up to \$5,000

6.8 Other Designated Staff

Approval limits for other designated staff will be established by the City Manager as part of the City's procurement procedures.

7.0 Statement of Ethics

All employees who are authorized to procure goods and/or services on behalf of the City are to adhere to the following:

- 7.1** Open and honest dealings with everyone who is involved in the procurement process. This includes all businesses with which the City contracts or from which it procures goods and/or services.
- 7.2** Fair and impartial award recommendations for all contracts and tenders. This means that no preferential treatment is extended to any supplier, including local companies. Not only is it against the law, it is not good business practice since it limits fair and open competition for all potential suppliers and is therefore a detriment to obtaining the best possible value for each tax dollar.
- 7.3** An irreproachable standard of personal integrity on the part of all those delegated as procurement representatives for the City. Absolutely no gifts or favours are accepted by the procurement representatives of this City in return for business or the consideration of business. Also, the procurement representatives of this City do not publicly endorse one company in order to give that company an advantage over others.
- 7.4** An employee who fails to act in accordance with the provisions of this policy will be subject to appropriate disciplinary action consistent with the City's Disciplinary Policy.

8.0 Conflict of Interest

No appointed officer or employee of the City shall have any pecuniary or controlling interest either direct or indirect in any competitive bid or contract for the supply of goods and/or services to the City, unless such pecuniary interest is disclosed by the contractor, bidder or person submitting a quotation, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act.

In this section, "controlling interest" means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over equity shares of the corporation carrying more than ten percent of the voting rights attached to all equity shares of the corporation.

For the purpose of this section, a person has an indirect pecuniary interest in any competitive bid or agreement entered into by a corporation, if:

- The person or his or her nominee is a shareholder in or a direct or senior officer of a corporation that does not offer in securities to the public.
- Has a controlling interest in or is a director or senior office of a corporation that offers securities to the public.

For the purposes of this section, an appointed officer or employee of the City has an indirect pecuniary interest if the person is a partner of a person or is in the employment of a person or body that has entered into a tender, proposal, quotation or contract with the City.

For the purposes of this section, the pecuniary interest in a tender, proposal, quotation or contract of a parent or spouse or any child of an elected official, appointed officer or employee shall, if known to the person, be deemed to be also a pecuniary interest of the elected official, appointed officer or employee as the case may be.

9.0 Prohibitions

9.1 Division of Contracts

No employee of the City shall divide a procurement or a contract to avoid the requirements of the tender, proposal, quotation or corporate business card procedures. Nor shall procurements be split in order to circumvent prescribed spending authority dollar limits.

9.2 Interference in the Procurement Process

Elected officials, appointed officers and employees shall not knowingly cause or permit anything to be done or communicated to anyone in a manner which is likely to cause any potential supplier to have an unfair advantage or disadvantage in obtaining a contract for the supply of goods and/or services to the City. This also includes a contract with any other municipality, local board or public body involved in the procurement of goods and/or services either jointly or in co-operation with the City.

Elected officials shall separate themselves from the procurement process and have no involvement whatsoever in specific procurements. Elected officials should not see any documents or receive any information related to a particular procurement while the procurement process is ongoing. Elected officials who receive inquiries from suppliers related to any specific procurement shall immediately direct those inquiries to the Department Head in charge of the procurement.

9.3 Independent Contractor Status

No contract for goods and/or services shall be awarded where the outcome of said contract would result in the establishment of an employee-employer relationship.

10.0 Procurements Methods

The designated procurement staff shall determine the procurement process to be used to procure goods and/or services and they will ensure an open, fair and transparent process. A competitive process will invite qualified providers to compete by making a fair offer to the City. The competitive process includes price inquiries, quotations, tenders, proposals and expressions of interest.

The procurement methods may be utilized individually or in combination with one another, as may be appropriate in the circumstances.

All methods of procurement, except for the exemptions in Item 12, shall be conducted through or reviewed by the Department Head.

10.1 Corporate Business Card

Corporate Business Cards shall be used in the following circumstances:

- Point of Sale procurements (POS)
- Online procurements
- Telephone/email procurements
- In any circumstances where a Corporate Business Card is accepted.

For procurements by staff within their applicable approval limits where:

- The goods and/or services are readily available at retail outlets or from service providers
- Are required on an item by item basis

Approved employees will be issued Corporate Business Card to use for procurements, up to approval limits, of goods and/or services in support of sound business practices. The provision of a Corporate Business Card is based on the need to procure goods and/or services for the City and the card may be revoked based on change of assignment or location. The provisions of a Corporate Business Card is not an entitlement nor reflective of title or position.

Benefits of the Corporate Business Card program accrue at the Finance level by reducing the number of cheques processed and at the supplier level by reducing their invoicing to the City and the time for payment.

No employee shall use the Corporate Business Card to procure goods and/or services unless appointed and authorized by the delegate. Any use of a Corporate Business Card shall be in accordance with the Procurement Policy and all other City by-laws and policies. Department Heads are ultimately responsible for ensuring that procurements within their department are made in accordance with the applicable by-laws and policies.

A Corporate Business Card will be issued once the employee has read, signed and submitted the Cardholder Agreement form to the Treasurer, which sets out in writing the employee's responsibilities and restrictions regarding the use of the card.

All Corporate Business Cards issued will have a predetermined "single transaction limit" and a "monthly credit limit".

All Corporate Business Cards will be blocked from obtaining cash advances.

Suppliers will not be rejected for refusing to accept the Corporate Business Card.

The City assumes liability for all authorized charges on the Corporate Business Cards, not the individual cardholder.

Cardholders are required to provide detailed and itemized receipts appropriately received and coded for processing for each transaction.

The Corporate Business Card shall not be used:

- For any procurement of goods and/or services that are prohibited under the Procurement Policy or any other City by-law or policies
- For personal use
- When the total procurement price exceeds the single purchase limit on the card*

* **Note:** if a transaction is in excess of the single purchase limit on the applicable purchasing card, the purchaser may apply to the Finance department for use of the City's main corporate purchasing card as per the Corporate Purchasing Card procedures.

Individual transactions are not to be subject to splitting, which is the practice of committing multiple Corporate Business Card transactions to circumvent delegated authority levels and thus bypassing the City's competitive bidding process, nor are the cards to be used on a repetitive basis to circumvent prescribed approval authority limits. With the appropriate approvals, cardholder limits may be increased either temporarily or permanently based on need by the City Manager.

Permanent full-time employment status is required to obtain a Corporate Business Card.

Misuse of the Corporate Business Card and/or failure to meet the Cardholder's responsibilities may result in cancellation of the employee's authority to use a Corporate Business Card and/or further disciplinary action as per the City's Disciplinary Policy.

Procurements under a \$2,000 dollar value do not require an RFQ, RFP, RFT or purchase order; however, obtaining competitive quotes is considered good business

practice and should be obtained.

10.2 Request for Quotation (FRQ)

Request for Quotation (RFQ) may be used when:

- The estimated price is not greater than \$50,000
- The requirements can be fully defined
- The best value can be achieved by an award selection made on the basis of the lowest quotation that meets specifications

i) Informal Quotations (under \$2,000)

The City shall obtain competitive pricing for procurement in an expeditious and cost effective manner through phone, vendor advertisements or catalogues and other similar communication methods.

Procurements under a \$2,000 dollar value do not require an RFQ, RFP, RFT or purchase order; however, obtaining competitive quotes is considered good business practice and should be obtained.

ii) Informal Quotations (\$2,000 to \$15,000)

The City shall obtain written competitive pricing for procurement in an expeditious and cost effective manner through fax, email or mail from at least two (2) potential vendors.

Informal quotations are used when procuring goods and/or services for general operating expenditures.

iii) Formal Quotations (\$15,001 to \$50,000)

Formal quotations shall be used for higher value procurements and where a more detailed outline of the proposed goods and/or services is required to obtain the best value.

Designated staff will prepare the solicitation document and send it to at least three (3) potential vendors and evaluate the responses to the solicitation.

See Section 11.5 General Provisions for more details on the process required to be followed.

10.3 Request for Tenders (RFT)

Request for Tender (RFT) may be used in the circumstances set out in Section 10.2 but shall be used when:

- The estimated price is \$50,000 or greater
- The requirements can be fully defined to permit the evaluation of tenders against clearly stated criteria
- Best value can be achieved by an award selection made on the basis of the lowest tender that meets specifications

10.4 Request for Proposal (RFP)

Request for Proposal (RFP) may be used when:

- One or more of the criteria for issuing a call for Tender or Quotation cannot be met
- The requirements are best described in a general performance specification
- Innovative solutions for a procurement are sought

10.5 General Provisions

City of Temiskaming Shores personnel must not release any information made available as an employee that is not available to the public on request. Information made available to a potential supplier must be made available to all potential suppliers. During the competitive processes, personnel shall not release any information which may provide one supplier with an advantage over another.

Any and all information provided, with the exception of documents relating to a Public Tender Opening, by a potential supplier during these processes shall remain confidential pending analysis and award.

Department Heads or other designated staff shall be responsible to:

- i) Prepare solicitation document submissions which must be addressed to the attention of the Municipal Clerk and include the Quotation, Tender or Proposal number and designated closing date and time.
- ii) Where applicable, solicitation document instructions are to include as part of the terms and conditions the requirement that the bidder must furnish evidence of compliance with the requirements of the Workplace Safety and Insurance Board and Harmonized Sales Tax.
- iii) Where applicable, solicitation documents must clearly indicate insurance requirements to be provided by the successful bidder and must furnish the municipality with a Certificate of Insurance which provides for an additional insured clause naming the municipality under the general comprehensive liability insurance. For contractors with automobile liability insurance only, proof of insurance will be required.
- iv) Where applicable, all documents shall have provision for a document fee as approved in the Municipal Fees By-law.

- v) Where applicable, Bid Deposits for a specified amount shall be in the form of a bid bond, certified cheque, money order or letter of credit.
- vi) The municipality does not pay interest on bid deposits.
- vii) Bid deposits must be original documentation, signed and sealed as appropriate.
- viii) Competition ads and solicitation documents shall include a clause that reads *the lowest or any tender may not necessarily be accepted*.
- ix) A competitive process will be advertised in local media and on the City website when the goods and/or services is valued over \$50,000 or when the value is under \$50,000 and it is necessary or practical to do so for fair notice of the competition and may be mailed to qualified service providers/suppliers.
- x) A copy of the solicitation document must be provided to the Municipal Clerk.
- xi) All submissions must be received by the Municipal Clerk and upon receipt the time and date shall be indicated on the envelopes.
- xii) Any changes or additional information shall be provided in writing to all parties who have supplied bid documents. This will ensure that no parties shall have an unfair advantage during the bid process.
- xiii) Disclosure of information received relevant to the issue of solicitation requests or award of contracts as a result of any solicitation shall be made to the Municipal Clerk in accordance with the provisions of the Municipal Freedom of Information and Protection to Privacy Act, as amended.
- xiv) The Municipal Clerk is responsible to maintain current insurance certificates and WSIB certificates or any other documentation as called for in the solicitation documents.
- xv) Original documents must remain with and will be retained by the Municipal Clerk.

10.6 Submission of Bids

Unless otherwise indicated in the competitive bid documents, bids shall be accepted in paper form at City Hall prior to the time and date specified by the competitive bid.

The closing time shall be clearly stated in the competitive bid documents.

In the event of a requirement to change the closing date and/or time of a bid submission, all parties who have been provided with the bid documents shall be advised in writing of the change.

Bids received at City Hall later than the specified closing time shall be returned unopened to the bidder. The official time is the time/date stamp.

A bidder who has already submitted a bid may submit a further bid at any time up to

the official closing time and date specified by the competitive bid documents. The last bid received shall supersede and invalidate all bids previously submitted by the same bidder.

A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

10.7 Bid Opening

The opening of bids shall commence shortly after the bid closing time, unless the Clerk or designate postpones the start to some later time, but the opening shall continue once started until the last bid is opened.

In the event of unforeseen circumstances and the need for postponement of the competition opening, the City shall make every endeavor to notify all proponents at the earliest possible opportunity when circumstances become known.

The Clerk shall first before reading the submitted name, consult with the "Ineligible to Bid" list. Should the proponents name appear on such list, the Clerk shall declare the proponent to be ineligible to bid and the submission returned to the proponent unopened.

The Clerk shall read aloud the proponents name and final bid price, along with the statement "all offered prices are offers only and subject to scrutiny". All proponents whether successful or not will be notified of results, in writing at a later date.

10.8 Evaluation of Bids

i) No Acceptable or Equal Bids

Where bids are received that exceed budget, are not responsive to the requirement or do not represent fair market value, a revised competitive request shall be issued in an effort to obtain an acceptable bid unless the section below applies.

The City Manager and Department Head jointly may waive the need for a revised competitive request and enter into negotiations with the lowest responsive bidder or a highest responsive bidder for a revenue-generating bid selection emanating from a competitive bid, under the following circumstances:

- The total cost of the lowest responsive bid is in excess of the funds appropriated by Council for the project or the highest responsive bid revenue is less than that made in appropriate accounts in Council approved divisional estimates; and
- The City Manager and Department Head agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the competitive bid.

The method of negotiation shall be those accepted as standard negotiating procedures that employ ethical public procurement practices in consultation with the Department Head.

The City reserves the right in its absolute and sole discretion to cease negotiations and reject any offer.

In the unlikely event that two (2) or more compliant equal bids are submitted during a competitive bid process, the bid with the earliest official date/time stamp as indicated on the bid envelope will be considered the first bid received.

ii) Only One (1) Bid Received

In the event only one (1) bid is received in response to a competitive bid, the Department Head may return the unopened bid to the bidder when, in the opinion of the City Manager and Department Head, using criteria based on the number of bids which might reasonably be expected on a given type of bid, additional bids could be secured. In returning the unopened bid, the Department Head shall inform the bidder that the City may be re-issuing the competitive bid at a later date.

Or, in the event that only one (1) bid is received in response to a request for competitive bid, the bid may be opened and evaluated in accordance with the City's usual procedures when, in the opinion of the City Manager and Department Head, the bid should be considered by the City. If, after evaluation the bid is found not to be acceptable, the procedures as indicated in the above paragraph may be followed with some modifications.

In the event that the bid received is found acceptable, it will be awarded.

- Fair and impartial award recommendations for all contracts and tenders. This means that no preferential treatment is extended to any supplier, including local companies. Not only is it against the law, it is not good business practice since it limits fair and open competition for all potential suppliers and is therefore a detriment to obtaining the best possible value for each tax dollar.

iii) Supplier Barring Protocol

In order to ensure that the City of Temiskaming Shores (the "City") is receiving quality goods and services and value for public money and in the interests of increasing the efficiency of the procurement process, the City may disqualify suppliers from eligibility to compete for or be awarded City contracts for prescribed time periods for the following reasons:

- a) The supplier brought frivolous or vexatious litigation proceedings against the City.

- b) The supplier failed to honour a proposal submitted in response to a City procurement opportunity.
- c) The supplier failed to disclose conflicts of interest in connection with City procurement opportunities.
- d) The supplier was convicted of bid-rigging, price-fixing or collusion or other statutory offenses.
- e) The supplier engaged in unethical business practices.
- f) The supplier had significant performance issues on a prior contract with the City.

The analysis and factors to be considered by the City in making a decision to disqualify a supplier are set out in greater detail in Appendix D to this policy. Generally, a decision to bar a supplier from submitting proposals or from being eligible from contract award must be exercised cautiously. The decision must be applied fairly, supported by evidence, exercised in accordance with the factors set out in this policy and appropriately approved. While a decision to place a supplier on the disqualification list is discretionary, such a decision must be exercised consistently and fairly.

10.9 Award

i) Contractual Agreement

The award of a contract may be made in writing to the successful proponent by way of an Agreement (By-law), Resolution or Purchase Order.

A Purchase Order or Resolution of Council is to be used when the resulting contract is straightforward and will contain the City's standard terms and conditions, eg. Procurement of materials, goods and services.

An Agreement (By-law) is to be used when the resulting contract is complex and will contain terms and conditions other than the City's standard terms and conditions eg. Construction Projects.

It shall be the responsibility of the City Manager and Department Head to determine if it is in the best interest of the City to establish an agreement with suppliers.

Where an agreement is required, as a result of the award of a contract by delegated approval authority, the Mayor and Municipal Clerk shall execute the agreement in the name of the City upon Council approval.

A purchase order is not required to be issued if an agreement (by-law) or resolution is passed, however may be issued if requested by the supplier.

Where a formal agreement (by-law) is not required, the authorized personnel shall issue an authorized Purchase Order incorporating the terms and conditions relevant to the award of the contract.

ii) Contract Amendments or Change Work Orders

- a) No amendment to a contract shall be made unless the amendment is in the best interest of the City.
- b) No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirements or scope of work.
- c) Amendments to contracts are subject to the identification and availability of sufficient funds within Council approved budgets including authorized amendments.
- d) The City Manager may authorize amendments up to a maximum of 10% of the contract value provided that the total amended value of the contract is within the approved budget limit.
- e) Department Heads may authorize amendments up to a maximum of 5% of the contract value provided that the total amended value of the contract is within the approved budget limit.
- f) Where expenditures for the proposed amendment combined with the price of the original contract exceeds the Council approved budget for the project, a memo or report shall be submitted to Council recommending the amendment and the proposed source of financing.
- g) Council must approve all change work orders over the City Manager's approval % limit and the Department Head's approval % limit.
- h) All contract extensions or change work orders within the approval limit of the City Manager or Department Head shall be reported to Council at the conclusion of the project.
- i) All contract extensions and change work orders must be communicated to the Treasurer for presentation as part of the financial reporting.

iii) Execution and Custody of Documents

The Mayor and Municipal Clerk are authorized to execute formal agreements in the name of the City for which the award was made by delegated authority.

The City Manager, Department Head and/or other authorized personnel shall have the authority to execute Purchase Orders issued in accordance with this Policy.

The Municipal Clerk shall be responsible for the safeguarding of all original procurement and contract documents/records for the contracting of goods, services or construction for which the award is made by delegated authority.

iv) Performance Evaluation

At the outset of a project the Department Head shall institute a performance evaluation process in contracts where the City Manager and/or Department Head determine that a performance evaluation would be appropriate.

The performance evaluation shall rate the supplier, contractor or consultant on standard criteria adopted from time to time (ie. failure to meet contract specifications, terms and conditions, health and safety violations, etc.). A copy of the award letter and performance evaluations shall be provided to the supplier, contractor or consultant in advance of the contract and shall remain constant for the duration of the contract. Performance issues must be noted in writing with a copy to the supplier, Department Head and a copy to the project file.

On completion of the project the Department Head will review the evaluation. All supporting documents pertaining to any substandard performance and comments must be attached to the evaluation document. The Department Head will forward a copy of the completed evaluation to the supplier, contractor or consultant for their records. The supplier, contractor or consultant may request a meeting with the Department Head to discuss the evaluation.

10.10 Non-Competitive Procurements

i) Emergency Procurements

Where an Emergency exists requiring the immediate procurements of goods, services or construction, a Department Head may procure the required goods, services or construction by the most expedient and economical means, notwithstanding any other provision of this By-law. As soon as practicable thereafter, the Department Head shall comply with this By-law.

For all emergency procurements made by a manager/supervisor, the manager/supervisor shall as soon after the procurement as reasonably possible, notify the Department Head with a written report detailing the circumstances of the emergency along with the signed purchase requisition.

In all circumstances where the emergency procurement exceeds \$25,000, the Department Head shall prepare a report to the City Manager.

ii) Single/Sole Source

In circumstances where there may be more than one source of supply in the open market, but only one of these is recommended by the Department Head in consultation with the City Manager for consideration on the grounds that it is more cost effective or beneficial to the City and where the expenditure will exceed \$10,000, approval must be obtained by Council prior to the negotiations with the single source. The Department Head or designate shall be responsible for submitting a report detailing the rationale supporting the use of the single

source and to obtain approval from Council for the tendering procedure to be waived and for authorization to negotiate with the sole source supplier.

In every circumstance where there is a single source supplier selected, a report must be kept on file that includes the reason why a single source supplier was selected. This report should be signed by staff involved in the process, including the Department Head responsible. A copy of this report is to be forwarded to the City Manager.

10.11 Blanket Purchase Order

A Blanket Purchase Order is established when the number of purchase orders issued for the same type of product becomes significant, eg. Office Supplies.

The following conditions will apply to a Blanket Purchase Order:

- For a specified period of time, not exceeding one (1) calendar year;
- Must be with the current budget year;
- Must be for specific, identified items; and
- A formal quotation process is required to the issuance of a blanket purchase order.

More than one supplier may be selected where it is in the best interest of the City and the Bid Solicitation allows for more than one.

The expected quantity of the specified goods, services or construction to be procured over the time period of the agreement will be as accurate an estimate as practical and be based, to the greatest extent possible, on previous usage adjusted for any known factors.

10.12 Co-operative Procurement

The City may where it is in the best interest of the taxpayers, be a member of a co-operative purchasing group made up of several public agencies. This group pools its expertise and resources in order to practice good value analysis and to purchase goods and/or services in volume to save tax dollars. The individual policies of the government agencies or public authorities participating in the co-operative competitive bid are to be the accepted by-law for that particular competitive bid.

The decision to participate in a co-operative procurement agreement will be made by the Department Head for Council consideration and approval.

11.0 Complaint Resolution

The City of Temiskaming Shores encourages the most open, competitive bid process for the procurement of goods and/or services procured utilizing available procurement methods with the objective of equitable treatment of all vendors.

To maintain the integrity of the process, suppliers who believe that they have been treated unfairly shall submit an objection to the City Manager providing sufficient detail regarding the complaint.

The City Manager shall arrange a debriefing with the supplier to explain the evaluation process that led to the selection of the successful supplier.

The City Manager shall investigate the complaint and make a recommendation to the Department Head initiating the procurement, or Council, as appropriate.

To ensure that the complaint process is seen to be fair and impartial, elected officials shall not advocate on behalf of suppliers who have submitted an objection.

12.0 Exceptions

Wherever possible staff will seek to obtain the best possible value for goods and/or services; however, the procurement methods described in this policy may not apply to the procurement of the following goods and/or services:

12.1 Training and Education

- Registration and tuition fees for conferences, conventions, courses and seminars
- Magazines, books and periodicals
- Memberships

12.2 Refundable Council/Employee Expenses

- As per Municipal Business, Travel and Expense Policy
- As per Collective Agreement

12.3 Employer General Expenses

- Payroll deduction remittances
- Insurance Premiums (Health, Liability)
- Postal Services
- Courier Services
- Licences (communication, vehicle, amusement devices, etc.)

- Debenture payments
- Damage claims
- Petty cash replenishments
- Tax remittances
- Other government agencies (federal, provincial, municipal)

12.4 Utilities

- Hydro
- Natural Gas
- Telephone
- Cell Phone
- Hot Water Tank Rentals
- Internet

12.5 Advertising

- Radio
- Television
- Newspaper
- Magazine

12.6 Professional Services

- Medical services
- Expert witnesses
- Municipal solicitor
- Municipal auditor
- Collection agency
- Appraisers
- Banking services

Bid Irregularities

	Irregularity	Response
1	Late Bids	Automatic Rejection Returned unopened to the bidder (if known)
2	Unsealed Envelopes	Automatic Rejection
3	Insufficient Financial Security	
	a) No bid deposit, uncertified cheque or financial security not an original (photocopy or facsimile of a financial security)	Automatic Rejection
	b) Amount of Financial Security is insufficient:	Automatic Rejection
	i) Amount of security is expressed as a percentage of total sum	Automatic Rejection; unless in the opinion of the Department Head or City Manager, the insufficiency in the financial security is trivial or insignificant
	ii) Amount of security is expressed as a dollar figure	Automatic Rejection
	c) Name or signature of supplier or bonding company are missing or incomplete	Automatic Rejection
	d) Failure to provide letter of agreement to bond (if required)	Automatic Rejection
4	Bid Document – Execution	
	a) Bids completed in erasable medium	Automatic Rejection
	b) Signature of Representative	
	i) Signature of representative authorized to bind the supplier missing or incomplete on bid document	Automatic Rejection
	ii) Electronic signature of representative authorized to bind the supplier shown on Form of Submission	Two (2) working days* to obtain original signature
	c) Form of Proposal or Quotation missing or incomplete	Two (2) working days* to correction to the satisfaction of the Department Head, otherwise automatic rejection
	d) Form of Tender missing or incomplete	Automatic Rejection
	e) Signature of witness, if required, missing or incomplete	Two (2) working days* to correct, otherwise automatic rejection
	f) Date of Bid missing or incomplete	Two (2) working days* to correct, otherwise automatic rejection, or if stated in the Bid Solicitation, automatic rejection
5	Incomplete, illegible or obscure Bid or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed)	Two (2) working days* to correct to the satisfaction of the Department Head, otherwise automatic rejection

6	Document, in which all necessary Addenda have not been acknowledged	Two (2) working days* to confirm Bid to the satisfaction of the Department Head or if stated in the Bid Solicitation, automatic rejection
7	Failure to attend mandatory site visit (if required)	Automatic Rejection
8	Bid received on documents other than those provided in the Bid Solicitation	Automatic Rejection unless allowed for in the bid Solicitation
9	Failure to insert the bidder’s business name in the space provided in the Bid Solicitation Form	Automatic Rejection unless in the opinion of the Department Head, the incomplete nature is trivial or insignificant
10	Mathematical Errors	Two (2) working days* to initial the correction as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept the Bid as corrected
11	Qualified Bids (Bids qualified or restricted by an attached statement)	Automatic Rejection
12	Bids containing minor obvious clerical errors	Two (2) working days* to confirm Bid to the satisfaction of the Department Head
13	Any other irregularities	The Department Head or designate shall have the authority to waive other irregularities or grant two (2) working days to initial such other irregularities considered to be minor.
* Where “working days” is specified, this is from the hour the Bidder is notified by municipal staff of the irregularity.		

Levels of Approval Authority

Approval Authority	Dollar Value (including taxes, duty or shipping)	Tool/Procurement Process	Policy Section
Council	Greater than \$50,000	Single or Sole Source	6.1
	Greater than \$100,000	RFQ, RFP or RFT	
	Greater than 10% of total contract amount	Change work order or Contract Extensions – previously approved by City Council	
City Manager	Up to \$50,000	Single or Sole Source	6.2
	Up to \$100,000	RFQ, RFP or RFT	
	Up to 10% of total contract amount	Change work order or Contract Extensions – previously approved by City Council	
Department Head	Up to \$25,000	Invoices/Purchase Orders	6.3
	Up to \$25,000	RFQ, RFP, RFT	
	Up to 5% of total contract amount	Change work order or Contract Extensions – previously approved by City Council	
Treasurer	Up to \$25,000	Invoices	6.4
Manager/ Supervisor	Up to \$10,000	Invoices/Purchase Orders	6.5
	Up to \$10,000	RFQ	
An employee authorized by the City Manager	As approved by City Manager	Invoices/Purchase Orders	6.6

Procurement Thresholds and Methods

Procurement Thresholds	Procurement Methods	Process
\$0 - \$2,000	Open procurement	<ul style="list-style-type: none"> ➤ No quotations required ➤ Utilize corporate purchasing card whenever possible
\$2,000 - \$15,000	Informal Quotation	<ul style="list-style-type: none"> ➤ Two (2) or more competitive written quotations by fax, email or mail ➤ Purchase order required
\$15,001 - \$50,000	Formal Request for Quotation or Proposal or Tender	<ul style="list-style-type: none"> ➤ Formal process of bid solicitation ➤ Section 11.5 General Provision for details
\$50,000 or greater	Formal Request for Tender or Proposal	<ul style="list-style-type: none"> ➤ Formal process of bid solicitation ➤ Section 11.5 General Provision for details

Note: Obtaining competitive quotes is considered good business practice and should be obtained during all procurement methods.

Supplier Barring Protocol

1.0 Reasons for Disqualification

The City may disqualify a supplier for one of the following five categories of reasons:

1.1 Litigation

If a supplier engages in litigation against the City, the City may consider whether or not such litigation should disqualify that supplier from participating in future procurement opportunities with the City. Note that litigation brought by the City against a supplier is addressed in Section 1.5.

A supplier who engages in litigation against the City should only be disqualified in connection with the litigation proceedings if there are valid commercial or business reasons for doing so. Disqualification should not be exercised as retaliation against a supplier for bringing a legitimate lawsuit against the City. In evaluating whether a litigious supplier should be disqualified, the City should consider the following qualitative factors in its analysis:

- Is there a connection between the type of work being procured and the current procurement opportunity?
- Is there a history of litigious conduct with the supplier and has that history resulted in increased costs to the City?
- What was the outcome of the litigation? For example, was it frivolous/vexatious or were damages awarded in favour of the supplier?
- Does the supplier's litigation with the City call into question the supplier's ability to provide the work or services that are the subject of the current procurement opportunity?

1.2 Failure to Honour a Proposal

If a supplier submits a proposal or submission in response to a City procurement opportunity and that supplier subsequently refuses to honour its submission or the pricing included in that submission, the City may consider disqualifying that supplier from participating in future procurement opportunities with the City. However, a supplier should not be disqualified if its failure to honour a proposal or submission was a legitimate withdrawal of that submission. Accordingly, the reason why a proponent did not honour its submission must be analyzed and considered in making a decision to disqualify that supplier. Factors that the City may consider in such analysis include, but should not be limited to, the following:

- If the City and the highest-ranked supplier in a procurement opportunity attempt to negotiate an agreement and for valid business reasons are unable to come to an agreement, that supplier should not be disqualified.
- If a proponent fails to honour its submitted pricing because of a change in

market conditions, the City should consider whether pricing fluctuations are common in the industry. If price increases are common, the City should consider whether the proponent should have factored this into their submitted pricing. For example, could the market conditions have been reasonably predicted within the industry?

- If a proponent does not honour its submission because it is too busy on other contracts at the time of award and the procurement opportunity was awarded according to the published timetable, the City should consider disqualifying that proponent because proponents should only submit proposals if they are capable of delivering the services.
- Other reasons for a proponent's failure to honour a submission or pricing should be reviewed contextually and fairly.

1.3 Failure to Disclose a Conflict of Interest in Connection with a City Procurement Opportunity

If a proponent fails to disclose a conflict of interest during a City procurement opportunity or during the performance of a contract with the City and the City subsequently discovers that such a conflict of interest exists, the City may disqualify that supplier from participating in future procurement opportunities after conducting an analysis based on the following factors:

- The nature of the conflict of interest, including whether it is a perceived or an actual conflict of interest and the materiality of the advantage that such a conflict may have given the supplier.
- Whether the supplier knowingly failed to disclose such a conflict of interest.
- The impact such a failure to disclose the conflict of interest had or may have on the City, including its reputation and the impact on its obligation to conduct a fair competitive procurement process.

1.4 Participation in Bidding Practices that are Sanctioned by Statute, including the Criminal Code or the Competition Act

If the City has reason to suspect that a proponent or proponents are engaged in bid-rigging, price-fixing, bribery or collusion or other behaviours or practices sanctioned by federal or provincial statutes in connection with a City procurement opportunity, the City should contact the appropriate authorities and provide such assistance as is required to support a subsequent investigation and, if applicable, prosecution. If a supplier is convicted of bid-rigging, price-fixing or collusion or other behaviours or practices sanctioned by federal and provincial statutes in connection with a City procurement or in connection with other public sector procurements, the City may disqualify that proponent for a minimum period of one year.

1.5 Unethical Bidding Practices

A proponent may engage in unethical bidding practices that do not amount to a

criminal or statutory offense, but such practices may still warrant disqualification from bidding on the City procurement opportunities. Examples of such unethical bidding practices include inappropriate offers of gifts to City employees from potential suppliers, misrepresentations in proposals and inappropriate in-process lobbying of or communications with City employees by proponents during a procurement process. The City must conduct a full review of the unethical practice in question and perform a contextual analysis to determine whether or not the proponent or supplier in question should be disqualified, including consideration as to the impact the unethical bidding practice had on the City's ability to run a fair procurement process.

1.6 Poor Performance

If a supplier performs poorly on an existing contract with the City, the City may consider disqualifying that supplier in the following circumstances:

- The contract was terminated for performance issues prior to expiry.
- There were un-rectified performance issues on a contract that resulted in extra costs to the City.
- The goods were defective and were not replaced or repaired or required multiple repairs.
- The City felt it was necessary to engage in litigation against the supplier in connection with issues related to the contract.
- The supplier received a performance rating of less than 50% on a contract with the City.
- The supplier received an average performance rating of less than 80% on three contracts with the City.

In order to disqualify a supplier for one of the contract performance-related issues set out above, the contract in question must have been effectively managed by the appropriate City staff. Effective management includes giving written notification to the supplier of performance issues and documenting the escalation of such performance issues. Further, the department must have conducted a performance evaluation at the end of the contract in accordance with the form and content prescribed by Finance. Such performance evaluations will rate factors such as adherence to the terms of the contract, quality of goods or services and responsiveness to City requests. Each supplier must be given a performance rating out of 100 points. Performance ratings of less than 80 points must be supported by appropriate communications and correspondence to the supplier outlining performance issues.

2.0 Disqualification Process

2.1 A proposal to disqualify a supplier must be supported by a written business case that contains all details connected with the analysis using the factors set out in Section 1.0 above.

- 2.2** The business case should also include the proposed length of the disqualification. A supplier may be disqualified for a period of up to five (5) years. The length of the disqualification period should be fair and proportional to the reasons for the disqualification and the full five-year suspension should only be applied in the most serious of disqualifications. A disqualification can either be a blanket disqualification or a disqualification to provide specific goods or services and the business case should clearly set out the scope of the disqualification.
- 2.3** All decisions to disqualify a supplier must be approved by the City manager, unless the City Manager was involved with the specific contract at issue, in which case the business case should be approved by the Treasurer. The decision-maker must consider the written business case, together with all documentation associated with the business case and the specific facts leading up to the proposed disqualification. The decision-maker should consider seeking external advice when appropriate. In addition, the decision-maker should consider seeking written representations from the supplier in question and factoring such written representations into the decision-making process where the documentation supporting the business case is unclear or where it is important to consider the suppliers' perspective on the particular matter.
- 2.4** If the disqualification business case has been approved, the Municipal Clerk should write to the supplier in question informing that supplier that it is disqualified from submitting proposals or responses in respect of the City procurement opportunities for the prescribed time period. The notification letter should contain:
- Full details as to the reasons for the disqualification, including copies of any documents or correspondence to support such a disqualification.
 - The length of the disqualification period and the scope, if applicable.
 - The supplier's right to re-apply for eligibility within the prescribed time period and the process for requesting such a re-application.

3.0 Review of Disqualification

A disqualified supplier may apply to be re-eligible to submit proposals or submissions to the City procurement opportunities upon the completion of half of the original disqualification period. For example, if the original disqualification period was two (2) years, the supplier may apply for review of the disqualification after one year. In order to apply to be re-eligible, the supplier must submit a written case for re-instatement, including supporting documentation if necessary, that provides reasons why the original reason for the disqualification would no longer prove a risk for the City.

Applications for review of eligibility are to be reviewed by the City Manager. If the City Manager is convinced that the reasons for the original disqualification will no longer present risk for the City should it do business again with the supplier in question, then

the City Manager may re-instate the supplier.

4.0 Disqualification List

The City Clerk's department shall maintain a list of all disqualified suppliers. The list should contain the full name of the supplier, the reasons for the suspension, the file number where the business case for the disqualification is filed, the length of the disqualification period and the date of the expiry of the disqualification period. Review of the disqualification list against a list of proponents or respondents should be conducted for each procurement to ensure that disqualified suppliers are not allowed to continue in the process.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-016

**Being a by-law to provide for a drainage works in the
City of Temiskaming Shores in the District of Timiskaming
known locally as the Peters Road Municipal Drain**

Whereas the Roads Authority (Public Works Department) petitioned the Council of the Corporation of the City of Temiskaming Shores in the District of Timiskaming in accordance with the provisions of the *Drainage Act* requesting that the following roads be drained by a drainage works:

**Peters Road between Highway 65 E and Drive-In Theatre Road in
Dymond Township**

And whereas the Council of the City of Temiskaming Shores in the District of Timiskaming has procured a report dated October 14, 2016 prepared by K. Smart Associates Limited and the report is attached hereto and forms part of this By-law;

And whereas the estimated total cost of constructing the drainage works is **\$123,015**;

And whereas it is estimated that **\$25,923** is the amount to be contributed by the municipality for construction of the drainage works;

And whereas Council considered Administrative Report No. CS-005-2017 at the February 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to provide Provisional approval at the February 21, 2017 Regular Council meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores under the *Drainage Act*, hereby enacts as follows:

1. That the report dated October 14, 2016 and attached hereto as Schedule "A" is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith;
2. The Corporation of the City of Temiskaming Shores may borrow on the credit of the Corporation the amount of **\$123,015**, being the amount necessary for construction of the drainage works;

Schedule of Assessments

Roll No.	Owner	Area (ha)	Total	2/3 Grant	Allow	Net Ass.
002-078	Chieftain Dairy Farms	40.50	\$ 20,007	\$ 13,338	\$ 5,200	\$ 1,469
002-079	Pedersen Materials Ltd.	42.70	1,101	734	0	367
002-080	Pedersen Materials Ltd.	9.00	226	151	0	75
002-081	Chieftain Dairy Farms	29.00	60,647	40,431	19,400	816
002-081.10	D. & F. Plante	1.90	2,873	0	1,000	1,873
002-082	J. Wilson	25.40	642	428	0	214
002-083	Chieftain Dairy Farms	32.50	914	609	0	305
002-084	1804633 Ontario Inc.	33.80	880	587	0	293

002-085	J. Wilson	2.40	60	40	0	20
002-087	D. Rostad	16.40	435	290	0	145
002-088	Newhome Farms Ltd.	13.50	358	239	0	119
002-089	Newhome Farms Ltd.	15.90	410	273	0	137
002-151	Agric. Res. (OMAFRA)	23.50	669	0	0	669
002-155	Agric. Res. (OMAFRA)	55.70	1,586	0	0	1,586
002-156	P. Peters	27.10	771	514	0	257
002-159	Agric. Res. (OMAFRA)	32.40	848	0	0	848
002-160	M. Benoit	32.40	911	607	0	304
002-161	M. Benoit	31.60	899	599		300
002-162	C. Grandmaitre	0.80	34	0	0	34
Hwy 65	MTO	N/A	50	0	0	50
Drive-in Theatre Rd	City of T. Shores	N/A	85	0	0	85
Peters Rd	City of T. Shores	N/A	14,880	0	0	14,880
Spec Ass.	City of T. Shores	N/A	10,890	0	0	10,890
½ Sales Barn Rd.	City of T. Shores	N/A	68	0	0	68
Township of Harris						
1-126	Y. Rundle	6.00	171	114	0	57
1-146	A & D Frey	24.90	708	472	0	236
1-147	A & D Frey	58.00	1,564	1,043	0	521
1-148	M & E Auger	7.10	102	68	0	34
1-149	A & D Frey	1.10	17	11		6
1-164	S. Tobler	6.20	177	118	0	59
½ Sales Barn Rd.	Twp. of Harris	N/A	32	0	0	32
Totals:			\$ 123,015	\$ 60,666	\$ 25,600	\$ 36,749

3. All assessments are payable in the first year in which the assessment is imposed.
4. This by-law comes into force on the passing thereof and may be cited as “**Peters Road Municipal Drain By-law**”;
5. 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 and second time and provisionally adopted this 7th, day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third time and finally adopted this _____ day of _____, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-016

Peters Road Municipal Drain

Engineers Final Report

Engineering Report

for the

Peters Road Drain

City of Temiskaming Shores

(Geographic Township of Dymond)

District of Timiskaming

October 14, 2016

File No. 15-265



K. SMART ASSOCIATES LIMITED
85 McIntyre Drive, Kitchener, ON, N2R 1H6

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October 14, 2016

File No. 15-265

PETERS ROAD DRAIN

City of Temiskaming Shores

EXECUTIVE SUMMARY

This is a drainage report that is prepared pursuant to Sections 4 and 8 of the Drainage Act, RSO 1990. The City of Temiskaming Shores had received two (2) separate petitions for improved drainage, i.e. the Drainage Superintendent's (Road Authority) petition for Peter's Road, and a petition from Basil Loranger (Chieftain Dairy Farms Ltd.) (Roll No. 002-08100) for his property in the south part of Lot 11, Concession 3 (Dymond Twp). The proposed drain is located in the south parts of Lots 10 and 11, Concession 3 (Dymond Twp) in the City of Temiskaming Shores.

The primary purpose of this report is to provide for improved drainage for parts of Lot 11, Con. 3, and for Peters Road from Highway 65 to Drive-In Theatre Road.

The work involved with the preparation of this report had followed the Drainage Act process which has involved an on-site meeting, review of the site, undertaking of a survey and design, and the preparation of a report to include descriptions of the work, cost estimates, allowances, specifications, assessment and future maintenance schedules and drawings.

The total estimated cost of the project is \$123,015.

The drain will consist of 1246m: 690m of open ditch (Main Drain) and 556m of closed drain (including the incorporation of 380m on Main Drain and 141m on Branch A).

Total watershed served is approximately 577.9 hectares (1428 acres).

The estimated cost is to be assessed out in accordance with the Schedule of Assessments which is noted to be Schedule A. Schedule A shows the assessment of the total estimated cost for the Peters Road Drain to the affected lands and roads. Schedule A is on Page 23.

Schedule B (Schedule of Assessments for Future Maintenance) will be used to bill out costs of future repair and maintenance when incurred on the Peters Road Drain. Schedule B is on Page 24.

Schedule C may be used to prorate the final cost for the Peters Road Drain. Schedule C illustrates the estimated net assessments after deducting possible available grants and allowances where applicable. Schedule C is included for information purposes only. It is not an official schedule. It is of assistance when preparing the final/actual cost bylaw and grant application. Schedule C is on Page 25.

Appendix A illustrates the calculations of the assessments outlined in Schedule A and Appendix B illustrates the calculations of the future maintenance assessments outlined in Schedule B. Appendices A and B are on Pages 26 to 28.

BACKGROUND

A petition was filed by the Road Authority on June 17, 2015 under Section 4(1)(c) of the Drainage Act with the Clerk of the City of Temiskaming Shores for improved drainage for Peters Road between Highway 65 and Drive-In Theatre Road. In July 2015, City Council requested proposals from various engineers to provide services related to the Peters Road petition, preparation of a report for a proposed drain. K. Smart Associates Limited (KSAL) had submitted a proposal dated August 20, 2015.

On September 15, 2015 KSAL was appointed by the City to prepare a report with respect to the Peters Road Drain in accordance with Sections 4 and 8 of the Drainage Act. An on-site meeting was held on September 24, 2015.

In 2016 a further petition was filed by Basil Loranger (Roll No. 002-08100) on March 30, 2016 with the Clerk of the City of Temiskaming Shores for drainage improvements for their property in part of Lot 11, Concession 3 (Dymond Twp). City Council passed a resolution on April 19, 2016 for the preparation of a combined report to address both petitions under Sections 4 & 8 of the Drainage Act, RSO 1990 as amended. Neal Morris, P. Eng. of K. Smart Associates Limited was appointed as the Engineer to review the petitions and proceed with the report.

A thorough survey of the project site was then conducted, and the design, cost estimates, and schedules were prepared over the period of October 2015 to May 2016. On June 8, 2016 a second meeting was conducted to present the proposed design and associated costs to the landowners and the affected agencies within the watershed. An information package was sent out on August 30, 2016 for the landowners' and agencies' comments on the proposed design and costing. Several comments were received and then the report was subsequently prepared and the drawings, assessment schedules and future maintenance schedule, appendices and specifications were completed and is herein being submitted.

DRAINAGE HISTORY

Along the route of the proposed Peters Road Drain, there is an existing ditch and 1800mm CSP across Peters Road. The proposed drain outlets into an existing culvert across Highway 65 and then an existing ditch downstream of Highway 65 that outlets into Lake Timiskaming. The watershed for the proposed Peters Road Drain does not have any common municipal drain watersheds adjacent to it.

In 1996± Chieftain Dairy Farms Ltd. (Roll No. 002+08100) closed in some of the ditches upstream of Peters Road with tile and catchbasins, etc.

ON-SITE MEETING

The required on-site meeting was held on September 24, 2015. The affected landowners were notified as well as the appropriate Ministries and agencies. In attendance was:

- Doug Walsh (Temiskaming Shores)

- Basil Loranger (Landowner) (Roll No's. 002-07800 & 002-08100) (Chieftain Dairy Farms Ltd.)
- Ed Gorecki (Drainage Superintendent)
- James Johnston (MTO)
- Richard McNaughton (MTO)

Items Discussed:

- Landowner wants to put larger tile (30") in
- In the spring, the tile is overloaded and the overflow swale gets washed out. The soil then fills in the ditch and the road is overtopped.
- There is erosion and sediment deposits around the culvert.
- The MTO culvert on Highway 65 has been recently replaced.
- Ed Gorecki stated that the lands upstream of Basil Loranger's lands have significant flooding problems in the spring and major storm events. They have had beaver problems in the past along Peter's Road.
- Minor cleanout is needed of the ditch downstream of Peter's Road.
- Basil Loranger said that most of his land is tiled and he has tile plans.
- The residential property downstream of Peter's Road has been filling in part of the valley.
- Doug Walsh and Ed Gorecki said that most of the watershed is developed agricultural land. There is good drainage/slope and very little storage. The Township of Harris is in the upper part of the watershed.

The Engineer concluded the meeting by identifying the next steps which would be surveying, developing a design, and creating assessment schedules for the drainage works.

SITE EXAMINATION AND SURVEY

The initial field examination took place on September 24, 2015 after the on-site meeting and the survey was undertaken in the latter part of October 2015.

Across Highway 65 there is an existing culvert that varies in size from 1800mm dia. concrete pipe at the downstream (south) end to a 1200mm dia. smooth wall steel pipe encased in a 2200mm dia. CSP at the upstream (north) end. Across the Chieftain Dairy Farms Ltd. (Roll No. 002-08100) / D. & F. Plante (Roll No. 002-08110) properties there is an existing ditch that has some brush in it. Across the first road crossing of Peters Road is an existing 18m length of 1800mm dia. CSP in good condition.

Along the west side of Peters Road/Chieftain Dairy Farms Ltd. (Roll No. 002-07800) property there is an existing ditch that also has some brush in it. The second road crossing consists of a 19m length of 1800mm dia. CSP that is half full of sediment and an existing 900mm dia. CSP/750mm concrete pipe that serves as a tile outlet for the Chieftain Dairy Farms Ltd. property upstream (east) of Peters Road. Upstream/east of this tile outlet on the Chieftain Dairy Farms Ltd. property there are existing closed drains with ditches/waterways and this property has been systematically tiled.

AREA REQUIRING DRAINAGE & SUFFICIENCY OF PETITIONS

The area requiring drainage for the petition by Basil Loranger (Roll No. 002-08100) was determined to be part of the S½ Lot 11, Concession 3 (Dymond Twp).

Since the petition was signed by the landowner with 88% (9.2 ha of the 10.4 ha) of the area requiring drainage, the petition is deemed to be valid in accordance with Section 4(1)(b) of

the Drainage Act. The Road Authority's petition for improved drainage for Peters Road is valid in accordance with Section 4(1)(c) of the Drainage Act.

DESIGN CONSIDERATIONS

This report has followed the sizing recommendations of the Design and Construction Guidelines.

i) Open Ditch

The ditch is sized to provide an outlet for tile drainage systems. The open ditch is sized for a two (2) year storm event. This standard is in accordance with the Design and Construction Guidelines for drainage construction in accordance with the Drainage Act. The Peters Road culverts seem to satisfy a 10 year storm.

ii) Proposed Pipe/Tile (Closed) Drain

The proposed pipe/tile outlet in combination with the existing pipes across the road provides for a 12.5mm (½") drainage coefficient for the agricultural tiled lands and 25mm (1") for lands contributing surface water to the system. This means that the pipes/tiles will have the capacity to remove 38mm (1½") of runoff in a 24 hour period assuming that the runoff can be admitted to the drain.

iii) Existing Tile (Closed) Drains Being Incorporated

The existing 750mm (30") tile on the Main Drain from the east side of Peters Road to the junction with Branch A provides for a 12.5mm (1/2") drainage coefficient.

The existing 300mm (12") plastic tile on the Main Drain upstream of the 750mm tile provides for a 9.5mm (3/8") drainage coefficient. The existing 350mm tile on Branch A provides for a 12.5mm (1/2") drainage coefficient.

ENVIRONMENTAL CONSIDERATIONS

The proposed Peters Road Drain does not pass through any wetlands. There are no fish or mussel species at risk in the area of the Peters Road Drain. The Ministry of Natural Resources and Forestry shows no endangered species within the area of the Peters Road Drain. The MNR and DFO will receive a copy of this report for review.

The proposed Peters Road Drain outlets into the culvert across Highway 65 which outlets into a natural watercourse that outlets into Lake Timiskaming. Lake Timiskaming is a known Lake Sturgeon spawning habitat. Standard sediment control measure shall be in place during construction and post construction of the Peters Road Drain. These will include permanent sediment traps, vegetated buffer strips and sediment control dams. It is recommended that the sediment traps be cleaned out on a regular basis to limit the movement of sediment collected in them from the upstream lands and from the road corridor itself.

SOILS CONSIDERATIONS

A review of the New Liskeard-Englehart Area Soils Map indicates that the soils in the watershed to be Haileybury clay (good drainage, smooth steeply sloping and stone free), Hanbury clay (imperfect drainage, smooth gently sloping and stone-free to moderately stony) and New Liskeard clay (poor drainage, smooth very gently sloping and stone-free to moderately stony).

The majority of construction will occur in the Hanbury and New Liskeard clay soils.

The Hanbury and New Liskeard clay soils should not present any construction problems. However, efforts should be made to undertake the drain construction during the dry season since the outlet is sensitive habitat for Lake Sturgeon.

PERMITS AND UTILITIES

The only permits/applications that are anticipated for this work are those required by the MNRF, DFO and the MTO. Other permits/applications will be obtained if required.

The only locations where utilities can be expected are at the Peters Road crossings. There are overhead hydro lines on the west side of the road. Underground Bell cables exist along one side of Peters Road.

The contractor will be required to contact the Utilities and all landowners along the proposed drain route to determine the existence of any underground or overhead utilities on roads and private properties, prior to construction. If any owner is aware of buried private utilities, they should make the municipality and the engineer aware during the Consideration and/or Court of Revision of this project, prior to construction.

The contract (tender) documents will also require that the Contractor have locates done of all underground utilities on roadways and private lands where such may exist.

OUTLET CONSIDERATIONS AND SUFFICIENCY OF OUTLET

The work recommended in this report will outlet into an existing culvert across Highway 65 and then into a natural watercourse which outlets into Lake Timiskaming which are deemed a sufficient outlet for the Peters Road Drain.

BRUSHING

The brushing specification in this report is such that where heavy or light brushing is required along the channel, all trees and brush alongside and in the channel width will be brushed or cut and all roots/stumps to be removed. All roots and stumps will be moved laterally to a disposal area and the trunks and brush would similarly be piled in with standing trees at the lateral site but in separate windrows or piles unless such are power brushed in which case the chips will be left where they fall. (If an owner requests, the brush piles can be left at the perimeter of the cleared area rather than pushing in with standing trees.) Generally the approach to be followed is that all standing trees of all sizes are cut and then windrowed or piled in with trees in the adjacent bush along the edge of the cleared area or are power brushed. Then the roots are grubbed out by dozer or excavator and the remaining clearing debris including roots are moved to the designated disposal site. Provisions for lateral drainage are required through all windrows.

Where scattered trees are trimmed or removed along the outlet routes with approval, the materials are to be hauled to one of the disposal sites unless required by owner to be left on site. In open or field areas, scattered trees and brush along the channel may require clearing and grubbing and will be hauled away to a nearby bush.

Where an owner specifically requests that identified trees be cut and trimmed, such will be left in 6m lengths provided the diameter is 150mm or greater. Where an owner requests that specific trees not be cut, the Engineer may allow such to remain if such do not overly impede the Contractor's excavation or leveling operations and will not overly affect future maintenance work.

If an owner should wish additional work done with respect to clearing, he will be responsible directly to the Contractor for the increased costs and this additional work will not be considered to be part of the drain for future maintenance.

FUTURE CONTROL OF BRUSH

It is recommended that the City consider a program of brush control after this project is completed. If any regrowing brush is sprayed approximately one year from the time of the initial brushing, such may avoid more expensive brushing projects in the future. Any spraying should be done by a licensed applicator and could be undertaken as drain maintenance pursuant to the Drainage Superintendent's Program. If properly done, at dry times of the season, no downstream impacts will result. If spraying is not implemented, power brushing of new growth should be done as a maintenance project prior to substantial growth of the brush.

RIPRAP & OTHER BANK PROTECTION

Riprap is the placement of angular stone on top of a filter fabric to give stability to eroding or erodible banks, at tile outlets and at bends and other locations. Riprap is also required as part of culvert work. If additional areas to be protected become evident at the time of construction, additional riprap may be authorized at such time as part of the contingency allowance.

In areas where access for hauling of stone may be difficult, the Engineer may authorize an alternative method of bank protection, such as erosion control blankets or turf reinforced mats as part of the contingency allowance.

REPAIR OF CONSTRUCTED WORK

Should any portions of the constructed work require corrective work up to the end of the maintenance period due to soil instability or erosion, the engineer may authorize bank stabilization (riprap, erosion control mats, etc.), re-sloping of banks and/or stone check dams (temporary rock sediment traps) as necessary. The additional costs for such will be assessed against the overall assessment schedule. The Engineer and City may also elect to do such repairs as works under the Drainage Superintendent, if time and financing allow. If any areas require corrective work as the result of construction deficiencies such will be attended to as part of the contract.

ADDITIONAL WORK ITEMS THAT COULD BE REQUESTED BY OWNERS AT TIME OF CONSTRUCTION

Most items of additional work that could be required by owners at the time of construction (examples of this would be more expensive methods of disposal of excavated or brushed materials) would have to be paid directly by the owner to the contractor and such would not form part of the drain nor be eligible for the grant. Only if the engineer determines that such additional items are necessary for the intended purpose of the drain and that such

are in compliance with OMAFRA policies could such be part of the drain and be eligible for grant and then only if that property has the Farm Property Class Tax Rate (F.P.C.T.R.).

PRIVACY OF LANDS

Even though a Municipal Drain is being constructed across the lands of the various landowners, there still is no right of one landowner to enter onto another landowner's lands. Only the appropriate Municipal representative (Drainage Superintendent) as part of their maintenance of the drain or the Engineer (or Engineer's assistants, i.e. survey or inspection crew) appointed by the City as part of his work with respect to this report, plus the selected Municipality's approved contractors for construction and future maintenance of the drain (branches), have the right to enter onto privately owned lands of others.

SECOND MEETING

On June 8, 2016 a second meeting was held with the landowners and agencies affected to discuss the proposed drain. All owners believed to be in the watershed along with the affected agencies and municipal staff were notified.

The Enginee explained the Drainage Act process and how the assessments were determined. A number of upstream landowners were questioning their assessments.

Basil Loranger did not want a new tile on his property.

INFORMATION PACKAGE SENT TO THE OWNERS

On August 30, 2016 an information package that included drawings, specific notes and possible assessments (net assessments) was sent to all landowners and roads in the watershed.

Basil Loranger (Chieftain Dairy Farms Ltd.) (Roll No. 002-08100) replied and wished that the existing tile drain that he did in 1996± upstream of Peters Road to be incorporated as part of the proposed drain.

RECOMMENDED WORK

As a result of the survey, the designs, the meetings, the discussions and comments from the landowners, the MTO, and City staff, the following is a description of the work recommended for the Peters Road Drain on drain/branch by drain/branch and property by property basis and also describes what the drain is for future maintenance purposes (Note: all roll numbers begin with 54-18-020-):

i) Main Drain

Highway 65 (MTO) / Chieftain Dairy Farms Ltd. (Roll No. 002-08100) (North) / D. & F. Plante (Roll No. 002-08110) (South)

0+000 to 0+008 - Construct permanent rock sediment trap with 10m² of riprap on filter underlay

- 0+000 to 0+285 - Light brushing (10m width)
- 285m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)
- Place/level spoil on north side of ditch

Peters Road (City of Temiskaming Shores)

- 0+285 to 0+287 - Light brushing (10m width)
- 2m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)
- Spoil to be hauled away
- 0+287 - Construct permanent rock sediment trap with 10m² of riprap on filter underlay
- 0+287 to 0+305 - Clean out existing 18m length of 1800mm dia. CSP road culvert.
- Spoil to be hauled away
- 0+305 to 0+307 - Light brushing (10m width)
- 2m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)
- Spoil to be hauled away

Chieftain Dairy Farms Ltd. (Roll No. 002-07800)

- 0+307 to 0+690 - Light brushing (10m width)
- 383m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)
- Place/level spoil on west side of ditch
- 0+683± to 0+688± - Construct permanent rock sediment trap with 10m² of riprap on filter underlay

Peters Road (City of Temiskaming Shores) / Chieftain Dairy Farms Ltd. (Roll No. 002-08100)

- 0+690 - Place 25m² of riprap on filter underlay at downstream ends of existing 1800mm dia. CSP road culvert, existing 900mm dia. CSP tile outlet and new 450mm dia. HDPE pipe outlet
- 0+690 to 0+709 - Clean out existing 19m length of 1800mm dia. CSP road culvert
- Spoil to be hauled away
- 0+709 to 0+716± - Place 40m² of riprap on filter underlay at upstream end of existing 1800mm dia. CSP road culvert.
- 0+690 to 0+725 - Install 35m of 450mm dia. HDPE plastic pipe across road by open cut including full granular backfill and gravel road restoration.
- 0+690 to +0725± - Existing 900mm dia. CSP tile outlet across road to remain.
- No work required.
- 0+723 to 0+725 - Construct WASCoB consisting of 48m long x 0.8m± high earth berm, offset 300mm dia. hickenbottom with 5m of 300mm dia. plastic tubing connection to the 450mm HDPE pipe and with 20m² of riprap on filter underlay.

Chieftain Dairy Farms Ltd. (Roll No. 002-018100)

- 0+725 to 0+860 - Existing 135m of 750mm dia. concrete tile to be incorporated. No work required at this time.
- 0+860 - Existing 900 x 1200mm concrete catchbasin to be incorporated. No work required at this time.
- 0+860 to 1+105 - Existing 245m of 300mm dia. plastic tile to be incorporated. No work required at this time.
- 1+105 - Existing 600 x 600mm concrete ditch inlet catchbasin to be incorporated. No work required at this time.

ii) Branch A

Chieftain Dairy Farms Ltd. (Roll No. 002-018100)

- 0+000 to 0+141 - Existing 141m of 350mm dia. concrete tile with 500mm dia. plastic tile, at outlet into CB at Sta. 0+860 M.D. to be incorporated. No work required at this time.
- 0+141 - Existing 600 x 600mm concrete ditch inlet catchbasin to be incorporated. No work required at this time.

CONSTRUCTION SCHEDULING

Construction cannot commence until after the statutory requirements of the Drainage Act have been satisfied. If there are no appeals after the Court of Revision, construction may commence approximately three months after the date of this report. Appeals under the procedures in the Drainage Act could result in a later starting date for construction, as construction cannot commence until all appeals are settled. Once construction commences, if the work is proceeded with continuously, it should be completed in approximately 8 to 12 working days.

The Engineer may provide inspection during the construction of the drain and may conduct meetings with the contractor and landowners affected by construction at the commencement and the completion of construction. The contract for construction of the drain will be awarded by public tender. Unless construction commencement and completion dates are requested prior to the tender call, the contractor will specify the starting and completion dates for construction in the tender.

DRAIN LOCATION AND WATERSHED PLAN

The location of the Peters Road Drain is shown as a heavy (thick) solid line on the watershed plan on Drawing No. 1 included with this report. The numbers adjacent to this line indicate in meters the distance along the drain. The heavy dashed line indicates the approximate watershed boundary for the Peters Road Drain. The watershed plan also shows the location of other existing drains around the watershed, property boundaries, City assessment roll numbers, and hectares affected by the drain.

PROFILES AND OTHER DRAWINGS

The profiles for the Peters Road Drain are on Drawings No. 2 and 3. The profiles shows the depth and grade of the proposed ditch cleanout. The depth and grade of pipes and culverts are also shown on the profiles. The upper thin solid line represents the existing ground (bank) level along the center line of the new ditch. A lower thin dashed line represents the bottom of the existing ditch. The lower heavy solid line represents the grade line for the proposed new ditch bottom and invert for the new pipe. The lower heavy dashed line represents the grade line to be used for maintenance, for the existing closed (tile/pipe) drains being incorporated.

Drawings 3 to 7 contain the details, cross-sections and Specific and General notes of the Construction Notes (Special Provisions).

COST ESTIMATE

The cost estimate on this project has five components - the Allowances, the Construction Cost Estimate (including contingency items), the Engineering Cost Estimate, the Construction Supervision and Eligible Administration Cost Estimate (which is primarily for interim financing and includes the Net HST), and the Estimated Cost Summary. These are set out in detail in the following sections:

a) Allowances

i) Section 29

Section 29 of the Drainage Act provides for the payment of allowances for right-of-way to landowners who have a portion of a new drain on their property that has not been constructed pursuant to a previous report. This allowance compensates the owners for land used to accommodate the drain (right-of-way), access routes to the drain and the right-of-way alongside the drain for construction and maintenance purposes.

Section 29 allowances are based on the following rates:

<u>Type of Land</u>	<u>Area Land Value</u>
Standard Cultivated Farm Lands	\$ 6,150/ha
High Value (Tiled)	\$ 12,300/ha
Bush (Forest) and Lowlands	\$ 1,125/ha

The allowance for right of way is based on fair market value for the land taken or to be used. A review of the assessed value for the properties was obtained from the recent municipal assessment rolls.

ii) Section 30

Section 30 of the Drainage Act provides for the payment of allowances to landowners along the drain for damages caused to lands and crops by the construction of the drain and in using the access. This allowance includes compensation for the leveling of the materials and the operation of construction equipment.

The allowance for damages to lands is based on common crop yields and historical crop prices compiled by OMAFRA for District of Timiskaming. A fair representative annual crop value has been arrived at using a 4-year composite average for the latest available crop statistics for this area (2012-2015 period). The damage allowance rate is a form of

compensation to account for both the immediate crop damage plus reduced productivity of the land for several years thereafter, caused by the work. The following calculated allowance rates are based on a complete crop loss during the initial year of construction plus incrementally declining losses over the following 4 year period. Based on this approach, the listed damage allowances have been determined for normal open drain applications and applied to standard cultivated lands. Other land uses are proportional to this calculation.

Section 30 (Damages) allowances are provided in accordance with the following rates as shown in the table below. It is felt that the minimum width of work for allowances is 20m average width for ditch excavation and leveling.

Type of Crop	Crop Value
Grains/Hay (Cultivated Lands)	\$ 2,300/ha

iii) Section 31

Section 31 of the Drainage Act provides for the payment of allowances to landowners for an existing drain that was not constructed on requisition or petition under the Drainage Act and is to be incorporated in whole or in part in a drainage works. On this project, there are allowances to the Chieftain Dairy Farms Ltd. property (Roll No. 002-08100) for the existing 135m of 750mm dia. concrete tile, 900 x 1200mm CB and 245m of 300mm dia. plastic tile and 600 x 600mm DICB on the Main Drain from Sta. 0+725 to 1+105 and for the 141m of 350mm dia. concrete tile with 500mm dia. plastic tile at the outlet and a 600 x 600mm DICB on Branch A from Sta. 0+000 to 0+141, all to be incorporated as part of the Peters Road Drain. The tile, CB's etc., were constructed in 1996±. The amount shown is the approximate costs from 1996 (with depreciation).

iv) General

In accordance with Section 62(3) of the Drainage Act RSO 1990, the allowances shown may be deducted from the final assessment levied. A net payment to the owner would only be made when the allowance is greater than the final assessment. The allowances are a fixed amount and are not adjusted at the conclusion of construction. Allowances can only be changed if the report is modified prior to adoption of the report by bylaw or in accordance with the paragraph in this report that deals with changing the scope of work after the bylaw is passed.

iv) Table of Allowances

The allowances payable to the owners entitled thereto on this project are as follows:

Sta.	Roll No. (54-18-020-)	Owner	Distance (m)	Right-of-Way (Sec 29)		Damages (Sec 30)		Existing Dr. (Sec 31)		Total	
				\$	Width (m)	\$	Width (m)	\$			
0+008 to 0+285	002-08100	Chieftain Dairy Farms Ltd.	277	1,700	10	1,100	18	0		\$ 2,800	
0+008 to 0+285	002-08110	D. & F. Plante	277	900	5	100	2	0		1,000	
0+307 to 0+686	002-07800	Chieftain Dairy Farms Ltd.	379	3,500	15	1,700	20	0		5,200	
0+713 to 0+725	002-08100	Chieftain Dairy Farms Ltd.	48 +	100	5	200	20	0		300	
0+725 to 1+105 MD & 0+000 to 0+141 Br A	002-08100	Chieftain Dairy Farms Ltd.	521	2,300	5	0	0	14,000 ++		16,300	
TOTAL ALLOWANCES:						8,500		3,100		14,000	\$ 26,600

Notes:

1. All lands noted above are in the geographic Township of Dymond in the City of Temiskaming Shores.
2. + This is for the berm and WASCoB.
3. ++ Approximate cost from 1996 (with depreciation)

b) Construction Cost Estimate

The estimated cost for Labour, Equipment and Materials to construct the proposed drain is outlined in detail in the following section. The final cost of drain construction cannot be established until the construction is completed. The Contractor is to supply all labour, equipment and materials.

Item No.	Sta.	Description	Unit	Quantity	Unit Price	Cost	
j) Main Drain							
1	0+000 to 0+008	Construct permanent rock sediment trap with 10m ² of riprap on filter underlay	L.S.	1	1,500	\$ 1,500	
2	0+000 to 0+287	Clean-out 287m of existing ditch (2m bottom with 2:1 side slopes)	/m	287	20	5,750	
3	0+000 to 0+287	Seed banks (5m width)	/m ²	1,435	0.50	700	
4	0+000 to 0+287	Light brushing of ditch (10m width)	/m ²	2,870	1	2,900	
5	0+287	Construct permanent rock sediment trap with 10m ² of riprap on filter underlay	L.S.	1	1,500	1,500	
6	0+287 to 0+305	Clean-out existing 18m length of 1800mm CSP road culvert	L.S.	1	1,000	1,000	
7	0+305 to 0+690	Clean-out 385m of existing ditch (2m bottom with 2:1 side slopes)	/m	385	20	7,700	
8	0+305 to 0+690	Seed banks (5m width)	/m ²	1,925	0.50	1,000	
9	0+305 to 0+690	Light brushing of ditch (10m width)	/m ²	3,850	1	3,800	
10	0+683± to 0+688±	Construct permanent rock sediment trap with 10m ² of riprap on filter underlay	L.S.	1	1,500	1,500	
11	0+690	Place 25m ² of riprap on filter underlay at downstream end of existing 1800mm CSP and 900mm CSP and new 450mm HDPE pipe	/m ²	25	45	1,150	a)
12	0+690 to 0+709	Clean-out existing 19m length of 1800mm CSP road culvert	L.S.	1	1,000	1,000	
13	0+709 to 0+716±	Place 40m ² of riprap on filter underlay at upstream end of existing 1800mm CSP	/m ²	40	45	1,800	a)
14	0+690 to 0+725	35m of 450mm dia. HDPE pipe across road by open cut including traffic control and including road restoration	L.S.	1	6,000	6,000	a)
15	0+723± to 0+725	Construct WASCoB with 48m of earth berm, offset 300mm hickenbottom and 5m of 300mm plastic tubing and connection to 450mm HDPE pipe and 20m ² of riprap on filter underlay	L.S.	1	2,500	2,500	

		Sub Total Construction (Part i):				\$39,800
ii) Contingencies						
16		Lump sum contingency allowance	L.S.	1	4,000	\$4,000
		Sub Total Contingencies (Part ii)				\$ 4,000
		TOTAL CONSTRUCTION (Total Parts I and II):				\$43,800 *

Notes:

- a) Part of Special Assessment to Peters Road (Sta. 0+690 to 0+725) (Items 11, 13 & 14).
- There is no construction required from Sta. 0+725 to 1+105 Main Drain and Branch A Sta. 0+000 to 0+141. These portions are being incorporated. (They were constructed by the owner in 1996±).

c) Engineering Cost Estimate

Report Preparation

Set up file, research background information, preparing for and attending on-site meeting, site examination, field survey using GPS including fly levels and cross-sections, preparing plan & profiles and details, drain design, conduct discussions with affected landowners and agencies, attending to alternatives, review watersheds, preparing for and attending a second meeting, preparing and sending out the information packages to landowners and agencies, preparing cost estimates and assessment schedules, prepare future maintenance schedules, specifications, report writing and typing and completing drawings and preparing for and attending two public meetings (Consideration of Report and Court of Revision)

Report Preparation	\$ 35,000
Preparing for and attending Consideration of Report meeting	2,165
Preparing for and attending Court of Revision meeting **	<u>2,165</u>
Total Engineering Cost Estimate	\$ 39,330 *

** Cost up to a maximum of 4 appeals, additional appeals will increase this cost. If the Engineer is not required at this meeting, then this item will be deleted.

The cost for report preparation is usually not altered at the conclusion of a project unless the report is referred back or the report is appealed to the Drainage Tribunal, which would be additional costs. The amounts shown for meetings is an estimate only. Final costs for meetings will be based on time required for meetings plus disbursements.

d) Construction Supervision and Eligible Administration Cost Estimate

i) Construction Supervision

Prepare tender documents and tender call, review tenders submitted and contract award, attend pre-construction meeting, construction inspection, payments, attend final inspection meeting and do final inspection, post construction follow-up, and prepare or assist in preparing the final paperwork including the OMAFRA grant application and actual cost schedule.

Total Construction Supervision (Estimate)	\$ 8,000 *
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The estimate shown for Construction Supervision is based on past experience and assumes good construction conditions and a Contractor who completes the construction in an efficient manner. The final (actual) cost for construction supervision will vary as per the actual time spent during the construction stage plus disbursements.

ii) Eligible Administration Cost Estimate

Section 73 of the Drainage Act directs that the administrative costs incurred by the municipality in carrying out the Drainage Act process shall not form part of the final cost of the drain. However, Section 73(1) outlines that the following eligible administration costs incurred by the Municipality can be included in the cost of the drain: *cost of any application, reference or appeal and the cost of temporary financing*. Sections 73(2) and 73(3) indicate that costs of elected and staff personnel are not eligible.

The Eligible Administration Cost Estimate is included to cover the above referenced items from Section 73(1). This cost estimate primarily provides for interest charges on financing until the bylaw is passed and the final billing is prepared.

This administration cost estimate may not be adequate to cover any legal or engineering costs incurred by, or assessed to the municipality should the project be appealed beyond the Court of Revision though such costs will form part of the final drain cost.

The OMAFRA Agricultural Drainage Infrastructure Program (ADIP) policies (applicable where the provincial grant is made) indicates that municipal costs for photocopying and mailing required to carry out the required procedures under the Drainage Act can be included as eligible administration costs on a drain.

The Harmonized Sales Tax (HST) will apply to most costs on this project (allowances are excluded). However, the Municipality is eligible for a refund of a proportion of the HST paid. Therefore, the cost estimate in this report does include a dollar allowance equivalent to a net tax (Net HST) in the amount of 1.76%. The estimated Net HST has been rounded to the nearest \$5. It is also shown as an eligible administration cost.

The eligible administration cost estimate thus includes an allowance for the following costs:

DFO/MNRF submission, if required	\$ 500 *
Printing of reports	400 *
Printing of tender documents	300 *
Interest Estimate	800 *
Permits and Applications Fees Allowance	100 *
Unforeseen Administration and Supervision Costs	<u>2,500 *</u>
Sub Total:	\$ 4,600 *
Net HST (1.76%) Estimate	<u>1,685</u>
Total Eligible Administration Cost (Estimate):	\$ 6,285
TOTAL CONSTRUCTION SUPERVISION AND ELIGIBLE ADMINISTRATION COST ESTIMATE:	\$ 14,285

e) Estimated Cost Summary

Allowances	\$ 25,600
Construction Cost Estimate	43,800
Engineering Cost Estimate	39,330
Construction Supervision and Eligible Administration Cost Estimate	<u>14,285</u>
TOTAL ESTIMATED COST:	\$ 123,015

* *The estimated Net HST (1.76%) would be applicable to these items.*

It is possible that additional costs (construction and administration) may be incurred if the Ministry of Natural Resources and Forestry (MNR) or Department of Fisheries and Oceans (DFO) would require additional investigation and construction to address their concerns.

ASSESSMENTS

The Drainage Act requires that the total estimated cost be assessed to the affected lands and roads under the categories of Benefit (Section 22), Outlet Liability (Section 23), Injuring Liability (Section 23), Special Benefit (Section 24) and Special Assessment (Section 26). On this project, assessments for Benefit, Outlet Liability and Special Assessments only are involved.

i) Assessments in Schedule A

The method of calculating the assessments in Schedule A is illustrated in Appendix A which has been included with this report. Appendix A divides the drain into intervals. The estimated cost for each interval is then determined. The first step in the assessment calculation is to apply benefit and special assessments, if applicable, to the affected lands and roads in each of the drain intervals. The Benefit Assessments calculated and used on this project provide for a ratio of assessments between various landowners that is judged fair and appropriate for this project.

After deducting the total benefit and special assessments from the interval cost, the balance of the cost is then assessed as outlet liability on a per hectare basis to all lands and roads in the watershed of the interval. As noted, the hectares affected are adjusted prior to calculating the outlet liability. The basis for this adjustment is 1 hectare (2.5 acres) of cleared agricultural land contributing both surface and subsurface water to the drain. Areas which generate greater runoff such as roads, are increased by a factor (1.5 for gravel, 2.0 for paved) and areas which generate lesser runoff such as woodlots and/or low areas (if any) or areas which the surface or subsurface (tiled) waters go elsewhere, are decreased by a factor of 0.5.

These same methods and adjustments have also been used in Appendix B which is used to calculate the assessments in Schedule B (Schedule of Assessments for Future Maintenance).

A minimum assessment of \$50 is used in this project in Schedule A.

ii) Special Benefit

Section 24 of the Drainage Act directs that:

"The engineer may assess for special benefit any lands for which special benefits have been provided by the drainage works."

There are no assessments for Special Benefit at this time. However, Special Benefits could be incurred as follows:

- If a landowner elects to haul spoil off site (where not so indicated by this report) the increased cost of hauling spoil off-site above the cost of leveling or piling spoil will be assessed to the abutting landowners and it is not eligible for the grant.
- If a landowner elects to have a different type of fencing than in this report, the landowner will be assessed the increased cost for the different fence and it is also not eligible for grant.

iii) Special Assessments

Section 26 of the Drainage Act directs that:

"In addition to all other sums lawfully assessed against the property of a public utility or road authority under this Act, and despite the fact that the public utility or road authority is not otherwise assessable under this Act, the public utility or road authority shall be assessed for and shall pay all the increase of cost of such drainage works caused by the existence of the works of the public utility or road authority."

In accordance with Section 26 of the Drainage Act, the City of Temiskaming Shores is assessed the increased costs associated with the Peters Road crossings. The final special assessments will be determined from the contract for construction and as described below. Any additional costs identified by the Engineer will be added to the special assessments where appropriate.

The following table illustrates the calculation of the Special Assessment:

Item	Owner	Cost of Work (Estimate)	Less Equivalent Drain Cost	Plus Eng. & Admin. Cost	Plus Net HST	Special Assessment (Estimate)
Peters Rd Crossing (Sta. 0+690 to 0+725)	City	8,400 a)	2,700 b)	5,000	190	10,890
TOTALS:		8,400	2,700	5,000	190	10,890

Notes:

a) Items 11, 13 & 14 from the Construction Cost Estimate

b) 19m x \$20/m (ditch cleanout) = \$400±, plus 35m of 450mm tile = \$2,300± for a total of \$2,700.

If the City elects to construct the works across their road subject to the Special Assessments (this option is available in accordance with the Drainage Act), the final special assessments shall be calculated with zero for cost of work and then the actual engineering and administration cost and Net HST are entered into the above table to determine the final special assessment. The special assessments will not apply for future maintenance.

Should crossings of utilities (such as Bell and Union Gas) be encountered and require work by the General Contractor, or should any municipal utilities (such as sanitary sewers or water mains) require work by the General Contractor, the costs will also be assessed as special assessments to the utilities or road authority, based on the actual costs incurred and any additional engineering and administrative costs. However, if the utility or road authority undertakes the work themselves, there will be no Special Assessment. If the work of the General Contractor at a utility is only to locate, protect, or possibly put a low cost protective medium above the line and below the channel or to create a small earth berm (where possible) above the utility, there will be no Special Assessment for such.

iv) Assessments in Schedule B (Schedule of Assessments for Future Maintenance)
These assessments are described in the "Maintenance" section of this report.

v) Assessment Summary (Schedules A to C)

The assessments against the affected lands are summarized in Schedule A. Schedule B (Schedule of Assessments for Future Maintenance) illustrates the assessments/ percentages for maintenance for the Peters Road Drain. Schedule C illustrates the net assessments to each owner after possible grants and allowances are deducted. It is not an official schedule, and is included for informational purposes only. Schedule A will be used to assess the final cost of the drain which may vary depending on final construction, engineering, construction supervision, and eligible administration costs. Net assessments in Schedule C may vary depending on the availability of grants.

In Schedules A to C, each parcel of land assessed has been identified by the assessment roll applicable for the City at the time of the preparation of this report. The size of each parcel was established using the assessment roll information. For convenience only, each parcel is further identified by the owners name from the last revised assessment roll. Final assessments are not levied until after the work is certified complete by the Engineer. The final assessments will thus be to the owner of the identified parcel at the time the final cost is levied. Most of the assessed properties (lands) except for the roads are considered agricultural and are taxed as Farm properties and are currently eligible for the Farm Property Class Tax Rate (F.P.C.T.R.) and thus are eligible for the provincial (OMAFRA) two-thirds (66-2/3%) grant and as per OMAFRA's ADIP policies. This grant may also be available for maintenance assessments.

Appendix A shows how the amounts in Schedule A were arrived at.

Appendix B shows how the amounts and percentages in Schedule B were arrived at.

COST OVERRUN PROVISIONS ON DRAINAGE ACT PROJECTS

In any cost estimate prepared by the Engineer, the substantial component relates to "construction". The construction cost estimate is prepared by the Engineer using his best knowledge of past and expected costs. However, any project must be put to tender after any report to implement it is adopted and the costs for construction can vary as per the tender received. The Drainage Act makes it mandatory to have a review by the petitioners if the tender cost should exceed the Engineer's estimate by 33%. It is this Engineer's practice to undertake such reviews if a tendered cost is 20% more than the estimate.

Where a tender does increase the Engineer's estimate substantially, methods are initially sought to try to reduce the scope of the construction to keep the project within the estimate. Also recourse to retendering can be followed.

The allowances component of the report and the engineering for the preparation of the report itself do not vary except if appeals are involved. Construction supervision and eligible administration costs can vary with the extent of the construction supervision required and with any lengthy costs or delays due to appeals, etc. where interest costs and legal representation are impacted.

All increased costs are normally prorated against the assessment schedule that is included. Contingency allowances are also included in the construction cost estimate and unforeseen costs are included in the eligible administration cost estimates and such could reduce the impact of cost increases.

AGENCY APPROVALS

It is recognized that this report is to be submitted to Fisheries and Oceans Canada (DFO) and to the Ministry of Natural Resources and Forestry (MNRF) with respect to Species at Risk.

The DFO is aware of the project and have participated to date on it. With respect to the MNRF, all drainage projects are to be reviewed to determine if there is the potential of a species-at-risk being involved under the Endangered Species Act. The Ministry of Natural Resources and Forestry will be sent a copy of this report for their review and will also be invited to attend the consideration meeting. Further follow up, if required with MNRF, may then be required in the future. An electronic copy of this report will be submitted to the DFO for their review.

ALIGNMENT OF DRAINS IN RELATION TO PROPERTY LINES

All drains shall be constructed generally to the alignment as noted on the plans and as dictated by the Specific Notes in the Construction Notes (Special Provisions). Existing fences near boundaries between properties shall be deemed to be in the proper location of the boundary unless otherwise noted by the affected landowners. In the absence of fences or other properly marked and located legal boundaries, the drains shall be located more or less on the lands as noted in the plans and specific notes without the benefit of a legal survey to confirm property lines.

Construction shall follow the location as specified on the plan, wherever practicable. The location on the plan roughly follows the location of the drain.

Should the owners require a more precise location for the drains in relation to their property line or if there is a dispute about the location of any property line, it is recommended that the owners establish their legal property boundaries in advance of construction or maintenance and/or advise the Drainage Superintendent and/or Engineer prior to construction or maintenance, of the concern re the property line location.

PROVISIONS OF SECTION 61(3) OF DRAINAGE ACT

Pursuant to Section 61(3), a Municipality may pay out of General Funds any assessment equal to or less than \$50. However, if such is done, the Municipality should send a copy of the notice regarding the meeting to consider the report, to any owner affected by Section 61(3)

BUFFER STRIP

In order to facilitate maintenance, provide for nutrient management and decrease the amount of soil erosion and bank degradation, it is recommended that a narrow 0.6m (2') wide buffer strip be maintained on both sides of any open drain. Ideally buffer strips should not be cultivated but could be used for lawn, pasture, access or forage crops.

WORKING CORRIDOR AND RIGHT OF WAY

The Contractor shall be allowed to operate his equipment within a working corridor as defined in the General Notes on the drawings and also in Section E.12 (Access to properties adjoining the work), Section E.10 (Working Area), and Section E.11 (Access) of the General Conditions. Each landowner is required to provide the Contractor and the Municipality with reasonable access to the drain on his property for both construction and maintenance.

MAINTENANCE

After completion, the Peters Road Drain as outlined in this report shall be maintained by the City of Temiskaming Shores with costs of all maintenance to be assessed to the lands and roads prorata with the assessments in Schedule B (Schedule of Assessment for Future Maintenance).

The method of calculating the assessments in Schedule B is illustrated in Appendix B which has been included with this report. The same methods and adjustments as outlined for Appendix A have also been used in Appendix B, with the exception that Special Assessments, if any, were not included in these calculations.

To use Schedule B, the interval in which maintenance is to be undertaken must be identified. Then the percentages shown will be used to establish the amount that each property and road will bear for maintenance costs in that interval. If repair or maintenance is done in 2 or more intervals, the assessments shown are to be totaled. A minimum percentage assessment is applied to all future small lots (built up areas) in the watershed of 0.01% per interval.

The following notes apply for future repairs and maintenance and are to be considered as further specifications for the Peters Road Drain. (Also refer to the "Recommended Work" section of this report which describes what the drain is for future maintenance purposes.)

- a) The cost of replacing the culver(s) at the Peters Road crossings along the drain, shall be assessed fully to the road authority having jurisdiction. The cost of cleaning through such culverts shall be assessed as per ditch cleanout costs upstream/downstream of the road.
- b) The replacement of an existing culvert or placing of a new culvert on private lands along the Peters Road Drain must be approved by the City of Temiskaming Shores. The cost of new laneway culvert and the future maintenance of such a culvert shall be fully incurred by the landowner unless a new Engineer's report is prepared for such under the Drainage Act.
- c) All parties affected by the Peters Road Drain, are encouraged to periodically inspect the drain once constructed and report any visible or suspected problems to the City of

Temiskaming Shores. If any areas require corrective work as the result of construction deficiencies, such will be attended to as part of the contract.

- d) Each owner along the drain must provide an access route to the drain for access by the City to undertake the construction and necessary repair or maintenance. As well, a right-of-way along the drain route equal to the working area described in the drawings is also to be available for future maintenance.
- e) Any landowner making a new connection into the Peters Road Drain (either tile, open ditch or outlet) shall request permission from the Drainage Superintendent to connect to such drain. If the Drainage Superintendent is not notified, this connection will be deemed to be an obstruction under Sections 80 to 82 of the Drainage Act, RSO 1990 and shall be removed at the owner's expense.
- f) Spring Snow/Ice Removal in Municipal Drains - If the Drainage Superintendent receives a written request to remove snow and ice from a drain, and such work is necessary to alleviate a flooding problem, a subcontract shall be entered into with a Contractor to undertake these works. Costs for such can be assessed to the drain for maintenance and would also be eligible for grant.

Other considerations: If the flooding is caused by landowner activities (e.g. road authority creating a blockage in the drain through snowplow activities or a landowner permitting a snowmobile club to use their land and they create a snow/ice dam in the drain), perhaps these activities should be considered a blockage under S. 80 of the Drainage Act. The cost of removing the blockage should then be assessed strictly to the owner who caused the blockage. There are no grants available for Section 80 costs

For instances when snow/ice removal is undertaken and the costs are charged against the drain for maintenance, the appropriate drain interval found in Schedule B shall be used, in conjunction with the following special modifications:

- 50% is to be assessed to the requesting party.
 - The remainder being assessed as per normal maintenance work in Schedule B.
- g) The discharge of anything but clean, unpolluted water into a drain is forbidden by other provincial legislation. Materials such as petroleum products, liquid and granular fertilizers, herbicides, insecticides, fungicides, empty containers/boxes, spoiled produce, domestic and industrial garbage and waste, human or animal sewage, grey water sewage, scrap machinery cannot be stored or placed adjacent to a ditch or tile and can not be allowed to enter a ditch or tile. Any non-compliance should be reported to the Ministry of Environment and Climate Change.
 - h) Under Section 74 of the Drainage Act, RSO 1990, and pursuant to the Peters Road Drain report, a reasonable maintenance right of way shall always be available to allow access to and a working area for drain maintenance (usually a 5m wide right of way on either side or any combination to a maximum of 10m from the centerline of the ditch/waterway/pipe/tile on private lands is used). Landowners may not place obstructions within the R.O.W. that may prevent routine maintenance of the drain. All costs resulting from the removal of such obstructions shall be assessed fully to the landowner without any grant.

PROVIDING FOR FUTURE LAND USE CHANGES

To ensure that the capacity of the drain is not exceeded by future land use changes, it is recommended that all land uses which may generate increased runoff be developed with on-site (form frequency) storm water management.

BYLAW

This report including drawings and specifications, assessment and future maintenance schedules and appendices, when adopted by bylaw in accordance with the Drainage Act, RSO 1990, provides the basis for construction and maintenance of the Peters Road Drain.

GRANTS

In accordance with the provisions of Section 85 of the Drainage Act and OMAFRA's ADIP policies, a grant not exceeding two-thirds (66-2/3%) may be available on the assessments against privately owned parcels of land which are used for agricultural purposes and that currently receive the Farm Property Class Tax Rate are eligible for the grant. Section 88 of the Drainage Act provides for the City to apply for this possible grant upon certification of completion of the drain provided for in this report. The City will first confirm the Farm Property Tax Class for the parcel in the current assessment roll, then deduct the grant from the assessments prior to collecting the final assessments.

If an assessed owner feels that their property should be eligible for the grant, and they can provide proof to the City of this eligibility as noted prior to the final cost levy then the property could have the 2/3 (66-2/3%) grant deducted from the final cost levy. Please be advised that OMAFRA retains the final right to determine eligibility under the grant program, regardless of designation herein.

Schedule C illustrates the net assessments after deducting grants, if any, and allowances from the final assessments and is included for information purposes only. Please note that Schedule C assumes that all project costs will be eligible for the grant and that the identified properties in the watershed will retain the Farm Property Tax Class.

In accordance with Section 85 of the Drainage Act, a grant not exceeding 2/3 (66-2/3%) may also be available in the future on the assessments against privately owned parcels of land taxed as agriculture (as per OMAFRA's ADIP policies), for maintenance and repair of the Peters Road Drain, if done on the recommendation and supervision of an approved Drainage Superintendent and using the same eligibility requirements as outlined above.

CHANGES TO DRAIN AFTER BYLAW IS PASSED AND BEFORE COST IS LEVIED

Should changes, deletions or extensions to the drain proposed in this report be requested or required after the bylaw is passed and the contract is awarded, there may be some difficulty in attending to such. Since this drain is to be constructed in accordance with the Bylaw of the City of Temiskaming Shores, changes to the drain cannot be undertaken without a change to the bylaw. An exception would be very minor changes which are approved by the Engineer and the City in accordance with the General Conditions in the report.

If it is desired to make a substantial addition or deletion to the drain proposed in this report, it will be necessary that a revised report be prepared and processed through the Drainage

Act, or in some cases, an application to the Ontario Drainage Tribunal may be made under the Drainage Act to obtain approval for a necessary change.

If any individual or group of owners require additional work on the proposed drain and are prepared to fully pay for such, they may make their own arrangements with the contractor to have such work constructed. The Engineer must pre-approve such additions to verify there is no impact on the function or maintenance of the drain as proposed. Even so, the work added would not form part of the drain for the purpose of future maintenance, or be eligible for grant.

All of which is respectfully submitted,

K. SMART ASSOCIATES LTD.

Neal Morris

Neal Morris P. Eng.

mw



**SCHEDULE A - SCHEDULE OF ASSESSMENTS
PETERS ROAD DRAIN
City of Temiskaming Shores**

Con	Lot	Roll No.	Owner/Address	Total Ha Affected	Benefit (\$)	Outlet (\$)	Total (\$)
(54-18-020-) <u>City of Temiskaming Shores</u>							
3	S½ 10	002-07800	Chieftain Dairy Farms Ltd.	40.50	19,000	1,007	20,007
3	Pt N½ 10	002-07900	Pedersen Materials Ltd.	42.70	0	1,101	1,101
3	Pt N½ 10	002-08000	Pedersen Materials Ltd.	9.00	0	226	226
3	Pt W½ S½ 11	002-08100	Chieftain Dairy Farms Ltd.	29.00	59,900	747	60,647
3	Pt W½ S½ 11	002-08110	D. & F. Plante	1.90	2,800	73	2,873
3	E½ S½ 11	002-08200	J. Wilson	25.40	0	642	642
3	N½ N½ 11	002-08300	Chieftain Dairy Farms Ltd.	32.50	0	914	914
3	S½ N½ 11	002-08400	1804633 Ontario Inc.	33.80	0	880	880
3	Pt S½ 12	002-08500	J. Wilson	2.40	0	60	60
3	Pt N½ 12	002-08700	D. Rostad	16.40	0	435	435
3	Pt N½ 12	002-08800	Newhome Farms Ltd.	13.50	0	358	358
3	Pt N½ 12	002-08900	Newhome Farms Ltd.	15.90	0	410	410
4	S½ 10	002-15100	Agric. Research Institute of Ont. (OMAFRA)	23.50	0	669	669
4	S½ 11	002-15500	Agric. Research Institute of Ont. (OMAFRA)	55.70	0	1,586	1,586
4	N½ 11	002-15600	P. Peters	27.10	0	771	771
4	W½ S½ 12	002-15900	Agric. Research Institute of Ont. (OMAFRA)	32.40	0	848	848
4	E½ S½ 12	002-16000	M. Benoit	32.40	0	911	911
4	Pt S½ N½ 12	002-16100	M. Benoit	31.60	0	899	899
4	Pt S½ N½ 12	002-16200	C. Grandmaître	0.80	0	34	34
Total Assessments on Lands:				466.50	81,700	12,571	94,271
Highway 65				0.00	50	0	50
Drive In Theatre Road				1.50	0	85	85
Peters Road				4.30	14,700	180	14,880
Special Assessment to Peters Road				-	10,890	0	10,890
½ Sales Barn Road				1.60	0	68	68
Total Assessments on Roads:				7.40	25,640	333	25,973
TOTAL CITY OF TEMISKAMING SHORES:				473.90	107,340	12,904	120,244
(54-14-000-00) <u>Township of Harris</u>							
3	N½ N½ 1	1-12600	Y. Rundle	6.00	0	171	171
4	N½ S½ 1	1-14600	A. & D. Frey	24.90	0	708	708
4	N½ 1	1-14700	A. & D. Frey	58.00	0	1,564	1,564
4	Pt S½ 2	1-14800	M. & E. Auger	7.10	0	102	102
4	W½ N½ 2	1-14900	A. & D. Frey	1.10	0	17	17
5	S½ 1	1-16400	S. Tobler	6.20	0	177	177
Total Assessments on Lands:				103.30	0	2,739	2,739
½ Sales Barn Road				0.70	0	32	32
Total Assessments on Roads:				0.70	0	32	32
TOTAL TOWNSHIP OF HARRIS:				104.00	0	2,771	2,771
TOTAL ASSESSMENTS PETERS ROAD DRAIN:				577.90	107,340	15,675	123,015

Notes:

- Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the City. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.
- The lands noted above in the City of Temiskaming Shores are in the geographic Township of Dymond.

**SCHEDULE B - SCHEDULE OF ASSESSMENTS FOR FUTURE MAINTENANCE
PETERS ROAD DRAIN
City of Temiskaming Shores**

Con. Lot	Roll No.	Owner/Address	Interval 1 (0+000 to 0+287)			Interval 2 (0+287 to 0+725)			Interval 3 (0+725 to 0+860)			Interval 4 (0+860 to 1+105)			TOTAL MAIN DRAIN		BRANCH A Interval 1 (0+000 to 0+141)	
			(\$)	(%)	(%)	(\$)	(%)	(%)	(\$)	(%)	(%)	(\$)	(%)	(%)	(\$)	(%)	(\$)	(%)
3	S 1/2 10	City of Temiskaming Shores	183	4.18	935	15.85	0	0.00	0	0.00	0	0.00	1,118	6.74	0	0.00		
3	PI N 1/2 10	Chieftain Dairy Farms Ltd.	188	4.25	239	4.05	59	2.32	0	0.00	0	0.00	484	2.92	179	8.38		
3	PI N 1/2 10	Pedersen Materials Ltd.	41	0.94	53	0.90	0	0.00	0	0.00	0	0.00	54	0.57	0	0.00		
3	PI W 1/2 S 1/2 11	Chieftain Dairy Farms Ltd.	1,224	27.98	443	7.51	1,019	40.04	2,323	61.70	2,323	61.70	5,009	30.20	1,311	61.41		
3	PI W 1/2 S 1/2 11	D. & F. Plante	513	11.73	0	0.00	0	0.00	0	0.00	0	0.00	513	3.09	0	0.00		
3	EX S 1/2 11	J. Wilson	115	2.65	7	0.12	0	0.00	5	0.13	5	0.13	131	0.79	0	0.00		
3	N 1/2 N 1/2 11	Chieftain Dairy Farms Ltd.	147	3.36	188	3.19	83	3.26	88	2.28	88	2.28	504	3.04	86	4.50		
3	S 1/2 N 1/2 11	18C4833 Ontario Inc.	141	3.22	181	3.07	80	3.14	88	2.28	88	2.28	488	2.84	87	4.07		
3	PI S 1/2 12	J. Wilson	11	0.25	0	0.00	0	0.00	0	0.00	0	0.00	11	0.07	0	0.00		
3	PI N 1/2 12	D. Roslad	70	1.60	90	1.53	39	1.53	67	1.78	67	1.78	265	1.60	0	0.00		
3	PI N 1/2 12	Newhome Farms Ltd.	58	1.33	74	1.25	32	1.28	55	1.45	55	1.45	219	1.32	0	0.00		
3	PI N 1/2 12	Newhome Farms Ltd.	66	1.51	84	1.42	37	1.45	63	1.57	63	1.57	250	1.51	0	0.00		
4	S 1/2 10	Agri. Research Institute of Ont. (OMAFRA)	107	2.45	138	2.34	61	2.40	116	3.08	116	3.08	306	1.85	183	8.57		
4	S 1/2 11	Agri. Research Institute of Ont. (OMAFRA)	255	5.83	326	5.53	143	5.62	143	3.08	143	3.08	840	5.06	226	10.59		
4	N 1/2 11	P. Peters	124	2.83	159	2.89	70	2.75	118	3.13	118	3.13	471	2.84	0	0.00		
4	W 1/2 S 1/2 12	Agri. Research Institute of Ont. (OMAFRA)	136	3.11	174	2.95	77	3.03	130	3.45	130	3.45	517	3.12	0	0.00		
4	E 1/2 S 1/2 12	M. Benoit	148	3.34	187	3.17	82	3.22	139	3.89	139	3.89	554	3.34	0	0.00		
4	PI S 1/2 N 1/2 12	M. Benoit	144	3.29	185	3.14	81	3.18	137	3.84	137	3.84	547	3.30	0	0.00		
4	PI S 1/2 N 1/2 12	C. Grandmalre	5	0.11	7	0.12	3	0.12	5	0.13	5	0.13	20	0.12	0	0.00		
Total Assessments on Lands:			3,673	83.96	3,470	58.83	1,869	73.44	3,330	88.42	3,330	88.42	12,342	74.42	2,082	97.52		
Highway 65			0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00		
Drive in Theatre Road			14	0.32	18	0.31	8	0.31	8	0.00	8	0.00	40	0.24	23	1.08		
Peters Road			233	5.30	1,828	30.96	412	16.19	412	0.00	412	0.00	2,473	14.91	30	1.40		
1/2 Sales Barn Road			11	0.25	14	0.24	6	0.24	9	0.27	9	0.27	40	0.24	0	0.00		
Total Assessments on Roads:			258	5.87	1,860	31.51	426	16.74	426	0.27	426	0.27	2,553	15.38	53	2.48		
TOTAL CITY OF TEMISKAMING SHORES:			3,931	89.83	5,330	90.34	2,295	90.18	3,338	88.69	3,338	88.69	14,895	89.81	2,135	100.00		
Township of Harris																		
3	N 1/2 N 1/2 1	Y. Rundle	27	0.62	35	0.59	15	0.59	26	0.69	26	0.69	103	0.62	0	0.00		
4	N 1/2 S 1/2 1	A. & D. Frey	114	2.61	146	2.47	64	2.51	109	2.90	109	2.90	433	2.62	0	0.00		
4	N 1/2 1	A. & D. Frey	251	5.74	322	5.46	141	5.54	240	6.37	240	6.37	954	5.75	0	0.00		
4	PI S 1/2 2	M. & E. Auger	16	0.37	21	0.36	9	0.35	16	0.42	16	0.42	62	0.37	0	0.00		
4	W 1/2 N 1/2 2	A. & D. Frey	3	0.07	4	0.07	2	0.08	3	0.08	3	0.08	12	0.07	0	0.00		
5	S 1/2 1	S. Tabler	28	0.64	36	0.61	16	0.63	27	0.72	27	0.72	107	0.65	0	0.00		
Total Assessments on Lands:			439	10.05	564	9.56	247	9.70	421	11.18	421	11.18	1,671	10.08	0	0.00		
1/2 Sales Barn Road			5	0.12	6	0.10	3	0.12	5	0.13	5	0.13	19	0.11	0	0.00		
Total Assessments on Roads:			5	0.12	6	0.10	3	0.12	5	0.13	5	0.13	19	0.11	0	0.00		
TOTAL TOWNSHIP OF HARRIS:			444	10.17	570	9.68	250	9.82	426	11.31	426	11.31	1,690	10.19	0	0.00		
TOTAL ASSESSMENTS PETERS ROAD DRAIN:			4,375	100.00	5,900	100.00	2,545	100.00	3,765	100.00	3,765	100.00	16,585	100.00	2,135	100.00		

Notes:
 1. Section 21 of the Drainage Act, RSO 1960 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the City. For convenience only, the owners names as shown by the last revised assessment roll, has also been included.
 2. The lands noted above in the City of Temiskaming Shores are in the geographic Township of Dymond.
 3. See Drawing 1 for Stations.
 4. The dollar assessments are theoretical assessments and are not to be assessed to the owners at this time. The values are used to determine the share for future maintenance to the lands and roads.

**SCHEDULE C - ASSESSMENTS FOR ACTUAL COST BYLAW
PETERS ROAD DRAIN
City of Temiskaming Shores**

Farm Tax Rated	Con	Lot	Roll No.	Owner/Address	Gross Total (\$)	2/3 Grant (\$)	Allow-ances (\$)	NET ASSESS. (\$)
(54-18-020-) <u>City of Temiskaming Shores</u>								
F	3	S½ 10	002-07800	Chieftain Dairy Farms Ltd.	20,007	13,338	5,200	1,469
F	3	Pt N½ 10	002-07900	Pedersen Materials Ltd.	1,101	734	0	367
F	3	Pt N½ 10	002-08000	Pedersen Materials Ltd.	226	151	0	75
F	3	Pt W½ S½ 11	002-08100	Chieftain Dairy Farms Ltd.	60,647	40,431	19,400	816
	3	Pt W½ S½ 11	002-08110	D. & F. Plante	2,873	0	1,000	1,873
F	3	E½ S½ 11	002-08200	J. Wilson	642	428	0	214
F	3	N½ N½ 11	002-08300	Chieftain Dairy Farms Ltd.	914	609	0	305
F	3	S½ N½ 11	002-08400	1804633 Ontario Inc.	880	587	0	293
F	3	Pt S½ 12	002-08500	J. Wilson	60	40	0	20
F	3	Pt N½ 12	002-08700	D. Rostad	435	290	0	145
F	3	Pt N½ 12	002-08800	Newhome Farms Ltd.	358	239	0	119
F	3	Pt N½ 12	002-08900	Newhome Farms Ltd.	410	273	0	137
	4	S½ 10	002-15100	Agric. Research Institute of Ont. (OMAFRA)	669	0	0	669
	4	S½ 11	002-15500	Agric. Research Institute of Ont. (OMAFRA)	1,586	0	0	1,586
F	4	N½ 11	002-15600	P. Peters	771	514	0	257
	4	W½ S½ 12	002-15900	Agric. Research Institute of Ont. (OMAFRA)	848	0	0	848
F	4	E½ S½ 12	002-16000	M. Benoit	911	607	0	304
F	4	Pt S½ N½ 12	002-16100	M. Benoit	899	599	0	300
	4	Pt S½ N½ 12	002-16200	C. Grandmaitre	34	0	0	34
Total Assessments on Lands:					94,271	58,840	25,600	9,831
Highway 65 MTO					50	0	0	50
Drive in Theatre Road City of Temiskaming Shores					85	0	0	85
Peters Road City of Temiskaming Shores					14,880	0	0	14,880
Special Assessment to Peters Road					10,890	0	0	10,890
½ Sales Barn Road City of Temiskaming Shores					68	0	0	68
Total Assessments on Roads:					25,973	0	0	25,973
TOTAL CITY OF TEMISKAMING SHORES:					120,244	58,840	25,600	35,804
(54-14-000-00) Township of Harris								
F	3	N½ N½ 1	1-12600	Y. Rundle	171	114	0	57
F	4	N½ S½ 1	1-14600	A. & D. Frey	708	472	0	236
F	4	N½ 1	1-14700	A. & D. Frey	1,564	1,043	0	521
F	4	Pt S½ 2	1-14800	M. & E. Auger	102	68	0	34
F	4	W½ N½ 2	1-14900	A. & D. Frey	17	11	0	6
F	5	S½ 1	1-16400	S. Tobler	177	118	0	59
Total Assessments on Lands:					2,739	1,826	0	913
½ Sales Barn Road Twp of Harris					32	0	0	32
Total Assessments on Roads:					32	0	0	32
TOTAL TOWNSHIP OF HARRIS:					2,771	1,826	0	945
TOTAL ASSESSMENTS PETERS ROAD DRAIN:					123,015	60,666	25,600	36,749

Notes:

- All of the above lands noted with an "F" are classified as agricultural and currently have the Farm Property Class Tax Rate (F.P.C.T.R.).
- Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the City. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.
- The lands noted above in the City of Temiskaming Shores are in the geographic Township of Dymond.
- The value of the assessments identified in this schedule are estimates only and should not be considered final.

APPENDIX B - CALCULATION OF ASSESSMENTS FOR FUTURE MAINTENANCE
 PETERS ROAD DRAIN
 City of Temiskaming Shores

Construction Net HST	Roll No.	Owner	Interval 1 (0+000 to 0+287)			Interval 2 (0+287 to 0+725)			Interval 3 (0+725 to 0+860) WaCOB's & Tile						
			Total ha Affected	Benefit	Total ha Adjusted	Outlet	%	Benefit	Total ha Adjusted	Outlet	%	Benefit	Total ha Adjusted	Outlet	%
TOTAL ESTIMATED COSTS															
			4,375	5,900	2,545										
			40.60	40.10	183	4.18	700	40.10	235	15.85	0.00	0	0.00		
			42.70	40.80	188	4.25	40.80	40.80	239	4.05	22.90	59	2.32		
			9.00	9.00	41	0.94	9.00	9.00	53	0.80	0.00	0	0.00		
			29.00	27.20	124	27.08	400	7.40	43	7.51	1,000	19	40.04		
			1.90	2.90	13	11.73	0.00	0.00	0	0.00	0.00	0	0.00		
			25.40	25.40	116	2.65	1.20	1.20	7	0.12	1.20	3	0.12		
			32.50	32.10	147	3.36	32.10	32.10	188	3.19	32.10	83	3.26		
			33.80	30.90	141	3.22	30.90	30.90	181	3.07	30.90	80	3.14		
			2.40	2.40	11	0.25	0.00	0.00	0	0.00	0.00	0	0.00		
			18.40	15.30	70	1.60	15.30	15.30	90	1.53	15.30	39	1.53		
			13.50	12.60	58	1.33	12.60	12.60	74	1.25	12.60	32	1.25		
			15.90	14.40	66	1.51	14.40	14.40	84	1.42	14.40	37	1.45		
			23.50	23.50	107	2.45	23.50	23.50	138	2.34	23.50	61	2.40		
			55.70	55.70	255	5.83	55.70	55.70	326	5.53	55.70	143	5.62		
			27.10	27.10	124	2.83	27.10	27.10	159	2.69	27.10	70	2.75		
			32.40	29.80	136	3.11	29.80	29.80	174	2.95	29.80	77	3.03		
			32.40	32.40	146	3.34	32.40	32.40	187	3.17	32.40	82	3.22		
			31.60	31.60	144	3.28	31.60	31.60	185	3.14	31.60	81	3.18		
			0.80	1.20	5	0.11	1.20	1.20	7	0.12	1.20	3	0.12		
			0.00	0.00	0	0.00	0.00	0.00	0	0.00	0.00	0	0.00		
			1.50	3.00	14	0.32	3.00	3.00	18	0.31	3.00	8	0.31		
			4.30	6.60	33	5.30	1,800	5.20	28	30.98	400	12	16.19		
			1.60	2.40	11	0.25	2.40	2.40	14	0.24	2.40	6	0.24		
			6.00	6.00	27	0.62	6.00	6.00	35	0.59	6.00	15	0.59		
			24.90	24.90	114	2.61	24.90	24.90	146	2.47	24.90	64	2.51		
			58.00	55.00	251	5.74	55.00	55.00	322	5.46	55.00	141	5.54		
			7.10	3.60	16	0.37	3.60	3.60	21	0.36	3.60	9	0.35		
			1.10	0.60	3	0.07	0.60	0.60	4	0.07	0.60	2	0.08		
			6.20	6.20	28	0.64	6.20	6.20	36	0.61	6.20	16	0.63		
			0.70	1.10	5	0.12	1.10	1.10	6	0.10	1.10	3	0.12		
TOTALS:			577.90	1,800	563.40	2,575	100.00	2,900	512.70	3,000	100.00	1,400	444.60	1,145	100.00
Benefit%:				40%				50%			55%				

PART E

GENERAL CONDITIONS

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E. GENERAL CONDITIONS**E.1 SCOPE**

The work to be done under this contract consists of supplying all labour, equipment and materials to construct the drainage work as outlined in the Instructions to Tenderers, the Form of Tender and Agreement, the Schedule of Tender Prices, the Drawings, the General Conditions and the Standard Specifications.

E.2 DEFINITIONS

- i) M.T.O. means the Ministry of Transportation of Ontario.
- ii) A.S.T.M. means the American Society for Testing Materials.
- iii) C.S.A. means the Canadian Standard Association.
- iv) O.P.S.D. means Ontario Provincial Standard Drawings
- v) O.P.S.S. means Ontario Provincial Standard Specifications

E.3 MUNICIPALITY

Municipality refers to a municipal corporation in the Province of Ontario. Where reference to Township, County, Region, Town, City or Owner appears in the specifications it shall be deemed to be the same as the word Municipality. Where reference to owner appears in the specifications it is usually in reference to the owner of the property on which the drain is being constructed.

E.4 TENDERS

Tenders are to be submitted on a lump sum basis for the complete works or a portion thereof, as instructed by the Municipality. The Schedule of Tender Prices must be completed and submitted with the Form of Tender and Agreement even though the Contract will be lump sum. As outlined in the Instructions to Tenders a deposit in the form of a certified cheque payable to the Municipality must accompany each tender as a guarantee of good faith. All certified cheques, except that of the Tenderer to whom the work is awarded, will be returned within 10 days of the time the contract is awarded. The certified cheque of the Tenderer awarded the work will be retained as Contract Security and returned with the Completion Certificate for the work. The certified cheque can be returned if the Contractor provides an alternate form of Contract Security such as a Performance Bond and/or Labour and Materials Bond for 100% of the amount of the tender or other satisfactory security approved by the Municipality. A Performance Bond may also be required to insure maintenance of the work for a period of one year after the date of the Completion Certificate.

E.5 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Prior to the submission of the Tender the Tenderer must examine the premises and site to compare them with the drawings and specifications in order to be satisfied with the existing conditions and the extent of the work to be done. The Tenderer must ensure that the meaning and intent of the drawings, estimated quantities and specifications is clearly understood before submission of the Tender. No allowances shall be made on behalf of the Contractor by reason of any error made in the preparation of the tender submission.

Any estimates of quantities shown or indicated on the drawings or elsewhere in the tender/contract document are provided for the convenience of the Tenderer. The Tenderer should check the estimate of quantities for accuracy. Any use made of the estimated quantities by the Tenderer in calculating the tendered amounts is done at the Tenderers risk.

In case of any inconsistency or conflict between the drawings and specifications the following order of precedence shall apply: Addenda, Form of Tender and Agreement, Schedule of Tender Prices, Special Provisions, Contract Drawings, Standard Specifications, General Conditions.

E.6 COMMENCEMENT AND COMPLETION OF WORK

The work must commence immediately after the Tenderer is notified of the contract award or at a later date, if set out as a condition in the Form of Tender and Agreement. If weather and ground conditions are unsuitable, work may be started at a later date from either of the above two dates if such delay is approved by the Engineer. The Contractor shall provide a minimum of twenty-four (24) hours advance notice to the Engineer and the Municipality before commencement of any work. The work must proceed in such manner as to ensure its completion at the earliest possible date consistent with first class workmanship and within the time limit set out in the tender/contract document. Failure to commence or complete the work as set out in the tender/contract document may result in a forfeiture of all or part of the Contract Security if the Engineer deems that damages have been sustained to the Municipality or to any landowner because of the non-commencement or non-completion of the contract as awarded and that the failure to meet the specified dates has been the fault of the Contractor.

E.7 NOTICES RE COMMENCEMENT OF WORK

If the Contractor leaves the job site for a period of time after initiation of work a minimum of twenty-four (24) hours advance notice shall be given to the Engineer and the Municipality before commencement of any further work. If any work is commenced without the advance notice the Contractor shall be fully responsible for all such work undertaken prior to such notification and shall make good any works or materials judged to be inadequate or constructed in any manner that may have been subject to alteration if made known to the Engineer prior to commencement of construction.

E.8 PRE AND POST CONSTRUCTION MEETING

The Contractor is required to attend a pre- and post- construction site meeting with the Engineer and landowners before starting and after finishing the work.

The drain is to be walked by the Contractor and each landowner prior to construction to ensure that both agree on the work to be done. It is expected that different portions will be examined at different times. The Contractor shall give the Engineer, Township, and landowners at least two weeks' advance notice of the time that the review may be undertaken. Should the Engineer or Township wish to be present they may so attend. Any difference of opinion as to the work to be done shall be referred to the Engineer for decision. If the landowner is not contacted for such review, they are to advise the Engineer and/or Township.

The Contractor shall, at the end of construction, obtain from each owner a statement indicating that the work has been performed to the owner's satisfaction. If the Contractor is unable to get such letter from the landowner, the Engineer will determine if further work is required prior to releasing the Contractor from the work without the owner's letter.

E.9 PERMITS, NOTICES, LAWS AND RULES

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work. This shall not include the obtaining of permanent easements or rights or servitude. The Contractor shall give all necessary notices and pay all fees required by the law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health and safety and if the specifications and drawings are at variance therewith, any resulting additional expense incurred by the Contractor shall constitute an addition to the contract price.

E.10 WORKING AREA

Where any part of the drain is on a road allowance, the road allowance shall be the working area. For a closed drain the working area shall be a ten (10) metre width on either side of the trench or any combination not exceeding twenty (20) metres. For an open drain the working area shall be twelve (12) metres on the side for leveling and three (3) metres on the opposite side. If any part of the drain is close to a property line then the fence line shall be one of the

limits of the work area. Restricted or increased working areas will be described in detail on the drawings.

E.11 ACCESS

The Contractor shall have access to the drain by entering the working area directly from road allowances or along access routes shown on the drawings. All specifications governing fences, livestock and crops during drain construction shall apply to access routes. No other access routes shall be used unless first approved by the Engineer and the affected landowner. The Contractor shall contact each owner prior to using the designated access routes. Contractor shall make good any damages caused by using the designated access routes.

E.12 ACCESS TO PROPERTIES ADJOINING THE WORK

The Contractor shall provide at all times and at no additional cost, adequate pedestrian access to private homes and commercial establishments unless otherwise authorized by the Engineer. Where interruptions to access have been authorized by the Engineer, reasonable notice shall be given by the Contractor to the affected property owners and such interruptions shall be arranged so as to create a minimum interference to those affected.

E.13 LIMITATIONS OF OPERATIONS

Except for such work as may be required by the Engineer to maintain the works in a safe and satisfactory condition, the Contractor shall not carry out operations under the contract on Sundays or Statutory Holidays without permission in writing from the Engineer. The Engineer may direct in writing to the Contractor to cease or limit operations under the contract on any day or days if the operations are of such a nature, or if the work is so located, or if the traffic is of such a volume, that the Engineer deems it necessary or expedient to do so.

E.14 COLD WEATHER

When work is permitted or ordered by the Engineer to be done in cold weather, the Contractor shall provide suitable means for heating and protection and all the materials shall be heated and protected. Unless the Engineer directs otherwise, all work such as masonry, concrete and painting that may be injured by frost, and which cannot be satisfactorily completed, shall be put in a proper and satisfactory condition, and shall be protected from damage by frost. Unless otherwise specified, the cost of such protection shall be borne by the Contractor. All backfilling operations shall be done as soon as possible to avoid backfilling with ground containing frozen particles. The Contractor will assume all responsibility for damages to any tile drains and for settlements or bank slippages that may result from work in cold weather.

E.15 SUPERVISION

The Contractor shall provide constant supervision of the construction work and shall keep a competent foreman in charge at the site.

E.16 CHARACTER AND EMPLOYMENT OF WORKMAN

The Contractor shall employ only orderly, competent and skillful workers to do the work and shall give preference to available qualified residents in the area of the contract. Whenever the Engineer informs the Contractor in writing that any workers are, in the opinion of the Engineer, incompetent, unfaithful, or disorderly, such workers shall be discharged from the work and shall not again be employed on the work without the consent in writing of the Engineer.

E.17 SUB-CONTRACTORS

If the Municipality so directs, the Contractor shall not sublet the whole or any part of this contract without the approval of the Engineer.

E.18 DRAINAGE SUPERINTENDENT

Where a Drainage Superintendent (Superintendent) is appointed by the Municipality, the Superintendent will act as the Engineer's representative. The Superintendent shall have the power to direct the execution of the work and to make any necessary minor adjustments.

Any instructions given by the Superintendent, which changes considerably the proposed work or with which the Contractor does not agree, shall be referred to the Engineer for final decision.

E.19 ALTERATIONS TO WORK

The Engineer shall have the power to make alterations, additions and/or deletions in the work as shown or described in the drawings or specifications and the Contractor shall proceed to make such changes without causing delay. In every such case, the price agreed to be paid for the work under the contract shall be increased or decreased as the case may require according to a fair and reasonable evaluation of the work completed. Where such changes involve additional work similar to items in the contract, the price agreed to be paid shall be determined after due consideration has been given to the ratio of the tendered amount to the Engineer's estimate of the amount. Alterations ordered by the Engineer shall in no way render the contract void. No claims for variations or alterations in the increased or decreased price shall be valid unless done under an order from the Engineer and notice of such claims made in writing before commencement of such work. In no case shall the Contractor commence work considered to be extra work before receiving the Engineer's approval.

E.20 ERRORS AND UNUSUAL CONDITIONS

The Contractor shall notify the Engineer immediately of any error or unusual conditions which may be found. Any attempt by the Contractor to correct the error without notice shall be done at the Contractor's risk. Any additional cost incurred by the Contractor to remedy an error or unusual condition without notice shall be borne by the Contractor. The Engineer shall direct the alteration necessary to correct errors or unusual conditions. The contract amount shall be adjusted in accordance with a fair evaluation of the work added, deleted or adjusted.

E.21 TESTS

The cost of testing materials, supplied to the job by the Contractor, shall be borne by the Contractor. The cost of testing materials, supplied to the job by the Municipality, shall be borne by the Municipality. The Engineer reserves the right to subject any materials to a competent testing laboratory for compliance to the standard. If any materials supplied by the Contractor is determined to be inadequate to meet the applicable standards, the Contractor shall bear full responsibility to remove and/or replace all such inadequate materials with materials capable of meeting the standards.

E.22 REPLACEMENT OF STAKES

The Contractor shall be held liable for the cost of replacing any stakes or benchmarks destroyed during the course of construction. The drainage area shall be liable for the cost of replacing stakes or benchmarks prior to construction.

E.23 PAYMENT

Progress payments in cash equal to about 90% of the value of the work done and materials incorporated in the work will be made to the Contractor monthly. If directed by the Engineer the Contractor may be required to provide a written request for the progress payment amount. An additional 7% will be paid 45 days after the final acceptance by the Engineer and 3% of the contract price may be reserved by the Municipality as a maintenance holdback for one year from the date of the Completion Certificate.

The holdbacks noted above may be increased by the Municipality if, in the written opinion of the Engineer, particular conditions of the contract require such greater holdback.

After the completion of the work any part of maintenance holdback may be used to correct defects from faulty construction and/or materials provided that notice shall first be given by the Engineer in writing to the Contractor stating that the Contractor has seven (7) days in which to remedy the defect in construction and/or materials.

E.24 TERMINATION OF CONTRACT BY THE MUNICIPALITY

Termination of the contract by the Municipality may be considered if the Contractor:

- should be adjudged bankrupt or make a general assignment for the benefit of creditors or if a receiver should be appointed on account of insolvency;
- should refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days notice in writing from the Engineer to supply such additional workmen or materials in order to commence or complete the works;
- should fail to make prompt payment to sub-contractors or for materials or labour;
- should persistently disregard laws, ordinances, or instructions from the Engineer, or otherwise be guilty of a substantial violation of the provisions of the contract;

then the Municipality, upon Certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, give written notice to the Contractor to terminate the employment of the Contractor and take possession of the premises, and of all materials, tools and appliances thereon, and may finish the work by whatever method the Municipality may deem expedient, but without undue delay or expense. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price will exceed the expense of finishing the work including compensation to the Engineer for additional services and including other damages of every name and nature, such excess shall be paid to the Contractor. If such expense will exceed such unpaid balance including the Contract Security, the Contractor shall pay the difference to the Municipality. The expense incurred by the Municipality, as herein provided, shall be certified by the Engineer. If the contract is terminated by the Municipality due to the Contractor's failure to properly commence the works, the Contractor shall forfeit the Contract Security and furthermore shall pay to the Municipality an amount to cover the increased costs, if any, associated with a new tender for the contract being terminated.

If any unpaid balance and the Contract Security do not equal the monies owed by the Contractor upon the termination of the contract, the Municipality may also charge such expenses against any money which is or may thereafter be due to the Contractor from the Municipality.

E.25 FINAL INSPECTION

Final inspection by the Engineer will be made within twenty (20) days after receiving notice in writing from the Contractor that work is complete, or as soon thereafter as weather conditions permit. All the work included in the contract must at the time of final inspection have the full dimensions and cross-sections.

Prior to commencing the final inspection an on-site meeting may be held with the landowners directly affected by the construction of the drain. The Contractor will be requested to attend this meeting upon written notice by the Engineer.

E.26 OPENING UP OF FINISHED WORK

If ordered by the Engineer, the Contractor shall make such openings in the work as are needed to re-examine the work, and shall forthwith make the work good again. Should the Engineer find the work so opened up to be faulty in any respect, the whole of the expense of opening, inspecting and making good shall be borne by the Contractor. Should the Engineer find the work opened up to be in an acceptable condition the Contractor shall be paid for the work completed unless the Contractor has been obligated by any specification to leave the work open for the Engineer's inspection.

E.27 CLEANING UP BEFORE ACCEPTANCE

Before any work shall be finally accepted by the Municipality, the Contractor shall make such replacements of improper materials and such corrections of faulty workmanship as have been directed by the Engineer and do such trimming and disposal of rubbish and surplus materials as to leave the work neat and presentable.

E.28 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or complete within the period of time as set forth in the Tender/Contract Document, damage will be sustained by the Municipality. It is understood by the parties that it will be impracticable and extremely difficult to ascertain and determine the actual damage which the Municipality will sustain in the event of and by reason of such delay. The parties hereto agree that the Contractor will pay to the Municipality a sum as set out in the Form of Tender and Agreement for liquidated damages for each and every calendar day delay, including Saturdays, Sundays and Statutory Holidays, in finishing the work in excess of the number of working days prescribed. It is agreed that the liquidated damages amount is an estimate of the actual damage to the Municipality which will accrue during the period in excess of the prescribed number of working days.

The Municipality may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Municipality.

The Contractor shall not be assessed with liquidated damages for any delay caused by acts of nature, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or any delays of Sub-Contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under the provisions of the Contract, the number of working days shall be increased or decreased as determined by the Engineer.

If the Form of Tender and Agreement does not show an amount for Liquidated Damages then Liquidated Damages do not apply for this contract.

E.29 MAINTENANCE

The Contractor shall repair and make good any damages or faults in the drain that may appear within one year after its completion as evidenced by the Completion Certificate because of imperfect or defective work done or materials furnished if certified by the Engineer as being due to one or both of these causes; but nothing herein contained shall be construed as in any way restricting or limiting the liability of the Contractor under the laws of the country, province or locality in which the work is being done. Neither the Completion Certificate nor final payment thereunder, nor any provision in the contract document shall relieve the Contractor from this responsibility.

E.30 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES

The Contractor and all workers, agents or any party under the Contractor's control, including Sub-Contractors, shall use due care that no person or property is injured and that no rights are infringed during the construction work outlined in the contract. The Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roadways, ditches, drains and watercourses, whether natural or artificial, or property of whatever description and in respect of any infringement of any right, privilege or easement where ever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or non-feasance on the Contractor's part or on the part of any workers, agents or parties under the Contractor's control including Sub-Contractors, and shall bear the full cost thereof. The Contractor shall be fully responsible to make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of or danger or menace to the traffic in any railway or any public or private road entrance or sidewalk and to secure to all persons and corporations the uninterrupted enjoyment of all their rights, in and during the performance of the work. The Contractor shall indemnify and save harmless the Municipality and the Engineer from and against all claims, demands, losses,

costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury or infringement.

Wherever any work is of such an extent and nature that it must necessarily be confined to particular areas of a roadway, a working area, or private property, the Contractor shall use reasonable care not to damage or deface the remaining portions of the property, and if any damage is occasioned as a result of the Contractor's operations, it shall be rectified by and at the expense of the Contractor, to the satisfaction of the Engineer. Notwithstanding the indemnity provisions contained in this section, where in the opinion of the Engineer the Contractor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Contractor is responsible under the contract, the Engineer, following notice in writing to the Contractor of an intention so to do, may withhold payment of any monies due the Contractor under this or any other contract until the Contractor has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement, provided however, that the Municipality will not withhold such monies where in the opinion of the Engineer there are reasonable grounds upon which the Contractor denies liability for such damage, injury or infringement and the Contractor has given the claimant a reasonable time in which to establish the validity of the claim, and provided further that the amount withheld under this section shall not exceed the amount of such claims against the Contractor.

Where the Contractor uses privately owned lands for pits or waste disposal areas, the Contractor shall provide the Engineer with a release signed by or on behalf of the owner of each pit or waste disposal area used by the Contractor. If the said release is not obtained, then sufficient monies will be withheld from the Contractor except, however, where the owner's signature is withheld solely on the basis of damage, injury, or infringement it will be dealt with as provided elsewhere in this subsection.

E.31 LIABILITY INSURANCE

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Engineer, a comprehensive policy of public liability and property damage insurance providing insurance coverage of at least \$3,000,000 for each and every accident, exclusive of interest and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property and such policy shall where, and as requested by the Municipality, name the Municipality and the Engineer as an additional insured thereunder and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on part of the Contractor or any of his servants or agents during the execution of the Contract.

E.32 LOSSES DUE TO ACTS OF NATURE, ETC.

All damage, loss, expense and delay incurred or experienced by the Contractor in the prosecution of the work, by reason of unanticipated difficulties, bad weather, strikes, wars, acts of nature, or other mischances, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

E.33 EXISTING CROSSINGS

Where the Special Provisions require an existing crossing to be cleaned, the Contractor shall provide a bottom width and depth that provides capacity equivalent to the capacity of the channel on either side. Excavated materials shall be hauled away unless adjacent owners give permission for leveling. Care shall be taken to ensure that existing abutments or any portion of the structure are not damaged or undercut. The method of removing the material is to be pre-approved by the Engineer.

E.34 ROAD CROSSINGS

If no specific detail is provided for road crossings on the drawings or in the specifications the following shall apply:

A Road Authority will supply no labour, equipment or materials for the construction of the road crossing unless noted otherwise on the drawings or in the specifications.
Road crossings may be made with an open cut unless otherwise noted.
Exact location of crossing shall be verified with the Road Authority or the Engineer.
Pipe shall be placed on a 150mm depth of Granular A shaped for the pipe.
Pipe shall be backfilled with acceptable native material for the base width of the road bed.
The material shall be placed in lifts not exceeding 300mm in depth and shall be thoroughly compacted with an approved mechanical vibrating compactor.
Top 600mm of the road bed backfill shall consist of 450mm Granular B and 150mm of Granular A placed in lifts and fully compacted.
Any surplus excavated material within the road allowance may be spread on the right-of-way with consent of the Road Superintendent otherwise the surplus material shall be hauled away.
Existing asphalt or concrete pavement or surface treatment shall be replaced by the Contractor unless otherwise noted.
Contractor shall be responsible for maintaining any backfill settlement during construction and during the maintenance period.
All road crossings shall meet the approval of the Road Authority.
If any road crossing is not left in a safe manner at the end of the working day barricades and warning signs shall be erected to guarantee the safety of the travelling public.
If the Engineer deems a road to surface to have been damaged by the construction of a drain, either across or along the road, the Engineer may direct the Contractor to restore the road surface to existing or better condition at no additional cost.

Maintenance of Traffic

Unless directed otherwise on the drawings or in the specifications the Contractor shall keep the road open to traffic at all times. The Contractor shall provide suitable warning signs and/or flagmen to the satisfaction of the Road Superintendent to notify motorists of work on the road ahead. If necessary to close the road to through traffic, the Contractor shall provide for and adequately sign the detour route. If a detour is required, the Contractor shall submit a proposal as to the details of the detour for approval by the Road Superintendent. Any signing, barricades and traffic control shall be done in accordance with any specifications of the Municipality. Contractor shall undertake all notifications required for a road closure in consultation with the Municipality.

E.35 LOCATIONS OF EXISTING UTILITIES

The position of pole lines, conduits, watermains, sewers and other underground and overground utilities are not necessarily shown on the Contract Drawings, and, where shown, the accuracy of the position of such utilities and structures is not guaranteed. Before starting work, the Contractor shall have all utilities located within road allowances and on private lands. All utilities shall be exposed to the satisfaction of the utility company to verify that the construction proposed will not conflict with the utility structure. Additional payment will be allowed for relocation of utilities if conflicts should occur. Additional cost for utility relocation will be assessed to the utility company under Section 26 of the Drainage Act.
The Contractor is responsible for protecting all located and exposed utilities from damage during construction. The Contractor shall assume liability for damage caused to all properly located utilities.

E.36 RAILWAYS, HIGHWAYS AND UTILITIES

A minimum of forty-eight (48) hours notice in writing to any Railway's Division Engineer, MTO's District Engineer, or any Utility Company, exclusive of Saturdays, Sundays, and Holidays, is required by the Contractor prior to any work being performed on or affecting the applicable property and in the case of a pipe being installed by open cutting or boring, a minimum of seventy-two (72) hours notice is required.

E.37 LANEWAYS

If no specific detail is provided for laneway crossings on the drawings or in the specifications the following shall apply:
Pipe backfill shall be acceptable native material that can be compacted in place.

On open ditch projects backfill shall be a material that is not easily erodible.
Top 450mm of laneway backfill shall consist of 300mm Granular B and 150mm of Granular A placed in lifts and fully compacted.
Minimum cover on laneway culverts shall be 300mm.
Existing asphalt or concrete pavement or surface treatment shall be replaced by the Contractor unless otherwise noted.
Surface restoration shall be to the full width of the travelled portion of the laneway.
Contractor shall be responsible for maintaining any backfill settlement during construction and during the maintenance period.

E.38 FENCES

No earth is to be placed against fences. All fences removed by a Contractor are to be replaced in as good a condition as existing materials permit. Where practical and where required by the landowner, the Contractor shall take down an existing fence at the nearest anchor post and roll the fence back rather than cutting the fence and attempting to patch it. The replacement of the fences shall be done to the satisfaction of the Engineer. Any fences found in such poor condition that replacement is not possible shall be noted and verified with the Engineer prior to commencement of work. Where directed by the Engineer, additional steel posts shall be placed to adequately support a fence upon re-erection. All fences shall be properly stretched and fastened. Where the Engineer directs that new fencing material be erected, additional payment will be provided.
Any fences paralleling an open drain, that are not line fences, that hinder the proper working of the excavating machinery shall be removed and rebuilt by the landowner at his own expense. If such parallel fences are line fences they shall be removed and rebuilt by the Contractor.

E.39 LIVESTOCK

If any construction will be within a fenced field containing customary farm animals, hereafter referred to as livestock, that are evident or have been made known to the Contractor, the Contractor shall notify the owner of the field or the owner of the livestock 36 hours in advance of access into the field. Thereafter, the owner shall be responsible for the protection of the livestock on the property during construction and shall also be liable for any damages caused by the livestock or caused to the livestock. Where the owner so directs or where the Contractor has failed to reach the owner, the Contractor shall adequately re-erect all fences at the end of each working day and shall have any open trench backfilled within 72 hours including weekends and statutory holidays. In all cases the trench shall be backfilled within 7 days. Failure of the Contractor to notify or to attempt to notify the owner, or failure of the Contractor to erect the fencing or to backfill the trench as described in this paragraph shall render the Contractor responsible for the protection of or damage to livestock on the property and the damage they may cause.

Where livestock may be encountered on any property the Contractor shall notify the Engineer promptly so that arrangements may be made to inspect the drainage works before the time required for backfilling.

E.40 STANDING CROPS

The Contractor shall not be held responsible for damages to standing crops within the working area for the drain. However, the Contractor shall notify the owner of the crops 48 hours prior to commencement of construction so as to allow the owner an opportunity to harvest or salvage the crop within the drain working area. If this advance notice is not given the Contractor may be liable for the loss of the standing crops.

E.41 SURPLUS GRAVEL

The Contractor shall haul away any surplus granular material as construction work proceeds. This does not apply to a road or laneway crossing where surplus gravel may be stockpiled to provide backfill for future trench settlement.

E.42 RIPRAP

All riprap is to be placed on a geotextile underlay (Terrafix 360R or equal) unless directed otherwise in the specific construction notes. Along upstream edges of riprap, where surface water will enter, underlay is to extend a minimum of 300mm upstream from riprap and then be keyed down a minimum of 300mm. The riprap is to be graded heavy angular stone (quarry stone is recommended) with particles averaging in size from 225mm to 300mm and is to be placed at 300mm thickness. Sufficient fine particles are to be included to fill voids. Wherever riprap is placed, the area is to be over dug so that finished top of riprap is at design cross-section, at design elevation or flush with existing ground.

E.43 GEOTEXTILE

To be non-woven fabric that is rot proof, non-biodegradable, chemically resistant to acidic or alkaline soils and is dimensionally stable under different hydraulic conditions. The filter fabric is to be a material whose primary function is to act as a highly permeable, non-clogging soil separator for fine soils. Contractor is to avail himself of manufacturer's recommendations for cutting, installation and precautions necessary to avoid damage to fabric.

Terrafix geotextile is available from:

Coldstream Concrete Ltd., Ilderton, ON

(519) 666-0604

Other approved equals will be considered by the Engineer prior to construction.

E.44 BRUSHING

All brushing shall be in accordance with the drawings.

Where "Heavy Brush" is noted on the Drawings or Special Provisions, it is anticipated a chainsaw will be required to fell trees too large for a power brushing machine.

Where "Medium Brush" is noted on the Drawings or Special Provisions, it is anticipated that tree removal can be accomplished with a power brushing machine.

Where "Light Brush" is noted on the Drawings or Special Provisions, it is anticipated that incidental tree and brush removal can be accomplished with an excavator.

All Brushing shall include grubbing unless specified in the Drawings or Special Provisions. Where an owner requests that grubbing or root removal not be done, the engineer may consider such provided trunks are close cut, the leveled spoil covers the exposed trunk and provided other particles of brush, etc. do not protrude through the leveled spoil.

Where it is feasible to work around existing trees that do not impede the function of the drainage works, the Contractor shall not remove any deciduous tree larger than 300mm and any coniferous tree larger than 200mm, unless authorized by the Engineer. Where an owner requests for specific trees to remain, the Engineer may allow such to remain if they are in good condition and not likely to impede the function of the drain, will not significantly impede the Contractor's excavation or leveling operations and will not impede future maintenance work.

Where an owner requests good timber in excess of 150mm diameter to be left separated for their use, the Contractor shall brush such, cut such into 6m lengths and leave along the edge of the cleared area.

Any deviations from these requirements must be approved in writing by the affected landowner and by the Municipality responsible for maintenance.

The Contractor shall meet with each owner prior to work and agree on the brushing work. Any disagreements are to be referred to the Engineer. The Special Provisions may provide specific notes re clearing on individual properties.

A sign-off letter from all landowners confirming their satisfaction with brushing may be required. Failure to follow these brushing requirements may nullify payment for the work with which the brushing is associated.

i) In Bush Areas

Brushing in bush area is to be the width of the channel plus 15m on each side of the channel, unless described otherwise in the Drawings or Special Provisions.

The method for brushing is to remove all trees and brush, excavate all stumps and push the material into separate windrows or piles among the standing trees, or at the edge of the cleared area if requested by the landowner and approved by the Engineer, so that no brush or roots remain within the area designated for brushing. In bush areas, stumps are to be put in a separate pile from brush unless the owner agrees to combined piles. After stumps are removed, loose particles of wood are to be picked up and moved and then the area is to be cleaned and leveled off by bulldozer or by root rake to the satisfaction of the Engineer and the owner. Grubbed materials are to be put in the root piles. Removal of earth is to be minimized. Provisions for lateral drainage are required through all windrows.

As an option, smaller trees and brush may be power brushed and if approved by the owner, the cut materials may be piled with the stumps which are to be excavated. If power brushing is used, larger trees will still be separately cut and piled and passage over the area by bulldozer or root rake will still be necessary.

Roots may remain in channel banks where the bank does not have to be altered. However the trunk is to be cut flush to the bank.

Wherever bush is too thick or heavy, in the Engineer's opinion, to be windrow cleared with grubbed materials placed among standing trees, such shall be skidded to the perimeter of the bush as part of the project.

If any owner requires a more costly method for clearing or disposing of brush, the increased costs, etc. shall be paid by the owner directly to the Contractor and such work shall not form part of the drain project or be eligible for grant. Such work would only be eligible for grant if the Engineer deemed such additional brushing effort was necessary for the proper performance of the drain. In all cases, the owner's approval of the brushing operation will be required prior to the Engineer making full payment for the excavation and brushing work.

When there is bush on one side of the drain only, these requirements apply to that side.

Where "Heavy Brush" is noted on the Drawings, it is anticipated a chainsaw will be required to fell trees too large for removal by a power brushing machine. Where "Medium Brush" is noted on the Drawings, it is anticipated that tree removal can be accomplished with a power brushing machine. Where "Light Brush" is noted on the Drawings, it is anticipated that incidental tree and brush removal can be accomplished with an excavator.

ii) In Field Areas

Where ditches are in or adjacent to field areas but require scattered or narrow widths of brushing, the brushed material may be placed on the leveled spoil if the owner allows such or otherwise it is to be piled or windrowed on adjacent lands unless Special Provisions indicates it is to be piled among adjacent standing trees. Provisions for lateral drainage are required through all windrows. Any stumps from cut trees or brush are to be excavated and hauled away. Disposal sites for this brush and stump material may be within bush areas on the same farm if the owner approves or at another location on the property for which the Contractor obtains approval, or in with nearby standing tree/bush areas on the same farm if so indicated in the Special Provisions.

Where a bush exists on one side, the material is to be disposed of in the bush and the bush requirements apply. Similar provisions exist for roots in channel banks that do not have to be reworked.

iii) Where Owner Does Clearing

Wherever the Special Provisions indicate that clearing may be undertaken by the Owner and/or where such clearing by Owner is permitted by the Municipality, then the Owner is to attend to the same brushing requirements listed above for the Contractor, including movement of brush to adjacent bush areas but with the exception that the grubbing, raking and windrowing/piling of roots will be the responsibility of the Contractor as part of the excavation work. If the Owner does not attend to the clearing in full or in part, the Contractor is to do such and will be paid additional money as indicated in the Special Provisions if the Special Provisions specifically states the owner is to do clearing. All of this work is to be done prior to excavation. If the Owner desires a less costly method of grubbing and if the Engineer agrees in advance, a memo to that effect is to be signed by the Owner.

E.45 DISPOSAL OF MATERIALS

The Contractor shall locate the disposal site for all materials to be disposed of.

E.46 EXCESS TILE

If the tile is supplied by the Municipality, the Contractor shall stockpile all excess tile in one readily accessible location for pickup by the Municipality at the end of the job. If the tile is supplied by the Contractor, he/she shall remove all excess tile from the job site.

E.47 ROCK REMOVAL

Rock shall be defined as bedrock and boulders that are greater than one-half cubic metre in size and that require blasting or hoe-ram removal. All blasting shall be performed by a competent qualified blaster. A pre-blast survey must be done if any building is within 200m of any blasting. The pre-blast survey shall be included in the unit price for blasting rock. All blasting shall follow OPSS 120. Extreme care shall be taken for the transport, storage and use of explosives. All blasted material shall be treated as spoil and piled or used to replace imported riprap. The trench shall be excavated to 150mm below the grade elevation and to a width of 1.0m. On tile drains, the top of the rock in the trench after excavation shall at no point be less than 100mm below the grade line. Pay limits for the excavation of rock quantities shall be based on cross-sections taken at 3 metre intervals. The top shall be the original rock surface; the bottom shall be 0.15m below the grade elevation and the width shall be 1.0m. There will be no payment for overbreak.

E.48 EROSION CONTROL BLANKETS

The Erosion Control Blanket (ECB) shall be a long term biodegradable erosion control blanket and may be straw/coconut (SC200) or coconut only (C200) as supplied by Terrafix, Coldstream or approved equal. The blanket and the staples shall be supplied and installed as per OPSS 572. The blankets are to be single course.

Erosion control blanket shall be placed and stapled into position as per the manufacturer's installation instructions on all slopes found to be unstable as directed by the Engineer. Blankets shall be installed in direct contact with the ground surface to form a uniform, cohesive mat over the seeded earth area. The Contractor shall ensure that the ECB is anchored to the soil and that tenting of the ECB does not occur. On slopes, the uppermost edge of the ECB shall be anchored in a 150mm by 150mm deep trench when the ECB cannot be extended and anchored over the crest of the slope. The trench shall be backfilled with earth and compacted.

E.49 SEEDING OF NEW OR DISTURBED DITCH BANK SLOPES & BUFFER STRIPS

For seeding use mechanical (cyclone) spreader and the following shall apply:
Seed mixture to be applied at 60kg/ha and to be as follows:

i) Ditch Banks

35% Creeping Red Fescue

25% Birdsfoot Trefoil
 25% Kentucky Bluegrass
 10% Cover Crop (Oats, Rye, Barley, Wheat)
 5% White Clover

ii) Waterways (If Required)

Seed mixture shall be an approved mixture (Canada No. 1) suitable for waterway construction. Preapproval by the Engineer is required. Contractor shall arrange for watering new seed with owners. Contractor responsible for re-seeding as necessary for uniform catch during warranty period. Also to be in accordance with OPSD 572 (seeding and mulching).

iii) Seeding of Disturbed Green/Lawn Areas (Where Required - Berms and Road Right of Ways)

Seed mixture shall be an approved residential lawn mixture (Canada No. 1). Contractor shall arrange for watering new seed with owners. Contractor responsible for re-seeding as necessary for uniform catch during warranty period. Also to be in accordance with OPSD 572 (seeding and mulching).

Fertilizer shall be 5:20:20 or 10:10:10 applied at 300 kg/ha. Seed and fertilizer shall be applied as soon as possible after excavation (the end of the day).

Provide temporary cover for late fall planting add as additional 10 kg/ha of rye or winter wheat.

Areas that remain grassed after excavation may not need to be seeded unless directed otherwise by the Engineer.

E.50 GRASSED WATERWAYS AND OVERFLOW SWALES

Grassed waterways and overflow swales shall be constructed along the existing low lands typical along the historical flow route. The swale shall have 1m bottom width and 8:1 side slopes and 300mm depth unless stated otherwise in the Special Provisions.

E.51 BUFFER STRIPS

Vegetated buffer strips shall be placed along the top banks of open ditches 3m width and 1m around the entrance of any catchbasin. A buffer strip shall be permanently vegetated and can be tilled on an infrequent basis.

E.52 SEDIMENT CONTROL TRAPS

i) Permanent Sediment Traps (Rock)

Wherever permanent sediment trap dams are specified, the work shall be done in accordance with the NE Detail. Rock sediment traps are required. Permanent sediment traps shall be installed prior to any excavation taking place upstream of that location. The dam shall extend to the top of the banks so that overflow cannot wash the bank out along the edge. In each case the rock shall be recessed a minimum of 150mm into the ditch bottom. A small deepening of the channel upstream of the sediment trap shall be undertaken as provided in the detail. The over-excavated section shall have a bottom width equal to that of the adjacent channel, and side slopes shall match the existing drain banks.

The Contractor shall maintain the sediment trap during the course of construction and for one year after completion of the work. The sediment traps shall be maintained (one year).

ii) Temporary Sediment Traps (Rock)

Wherever temporary rock sediment trap dams are specified, the work shall be done in accordance with the NE Detail. Rock sediment traps are required. Temporary rock sediment traps shall be installed prior to any excavation taking place upstream of that location. The dam shall extend to the top of the banks so that overflow cannot wash the bank out along the edge. In each case the rock shall be recessed a minimum of 150mm into the ditch bottom. A small deepening of the channel upstream of the sediment trap shall be undertaken as

provided in the detail. The over-excavated section shall have a bottom width equal to that of the adjacent channel, and the side slopes shall match the existing drain banks. Note: Do not install filter fabric underlay in sediment traps.

The Contractor shall maintain the sediment trap during the course of construction and for one year after completion of the work. The sediment traps shall be temporary (one year) and shall stay in place over one winter and are to be disposed of in the channel bottom for fish habitat in the following late spring or early summer. The rock is to be leveled in the deepened section so that it is below the required ditch grade. Accumulated sediments shall be removed and leveled as well. In addition, prior to leaving the project site at the end of the construction year, any accumulated sediments shall be removed and leveled.

iii) Temporary Sediment Traps (Straw Bales)

Temporary sediment traps shall be installed in any ditch prior to any excavation taking place upstream of that location. The trap may be straw bales unless rock is specified. The straw bale dam is to consist of a minimum of 2 rows of 3 bales each with 2 iron fence posts or 1.2m long wood stakes per bale. The straw bales are to be embedded 150mm.

The Contractor shall maintain the straw bale sediment trap during the course of construction and for up to one year after completion of the work. The sediment traps shall be temporary (one year) and shall stay in place over one winter (or for less time if the Engineer directs) and are to be removed and disposed of. Accumulated sediments shall be removed and leveled as well. Prior to leaving the project site at the end of the construction year, any accumulated sediments shall be removed and leveled.

iv) Sediment (Turbidity) Curtains

A turbidity curtain is required when there is permanent water level/flow for drainage works and a permanent/temporary sediment trap is not feasible. These turbidity curtains are to remain in place during construction of the section of area confined and are then to be moved as required when the work has been completed.

Turbidity curtain locations are to be carefully considered with respect to lateral channels and tile inlets.

The Contractor will be required to supply catalogues, brochures, suppliers' information for pre-approval of the turbidity curtains proposed. Turbidity curtains shall meet the requirements of OPSP 219,260 and 219.261 and OPSS 577.05.02.04.

The curtain must be capable of passing residual base flows in the drainage works but at a depth below the surface.

There shall be no separate measurement for payment for turbidity curtains. Turbidity curtains shall be replaced whenever it is evident that the curtain has been damaged or that it is clogged by sediments.

Each time a turbidity curtain is relocated, it is to be inspected by the Engineer to confirm that such may be reused. It shall be cleaned prior to any relocation. Where a turbidity curtain remains in place for more than two weeks it is to be inspected for damage and or clogging and any necessary cleaning or repair is to be undertaken.

Best management practices for turbidity curtains are to be observed. All turbidity curtains are to fully cover the affected area and are to be secured to trees, stakes or other to prevent dislodging with flows.

v) Splash Pool/Sediment Trap

The Engineer will layout the top of banks of the splash pool prior to excavation. The landowner, Contractor and Engineer are to meet prior to excavation and agree on location, disposal of excavated materials, treatment of existing outlets and riprap areas.

The Contractor shall maintain the sediment trap during the course of construction and for one year after completion of the work. The sediment traps shall be maintained (one year).

E.53 TWO STAGED DITCH or LOWFLOW CHANNELS

Unless specified otherwise in the special provisions, all channels with a bottom width greater than 1.8m bottom width, without permanent water and with a grade less than 0.07%, shall have a low flow notch in the bottom of the channel. The bottom of the low flow notch shall be the grade of the ditch as shown on the profiles. The notch shall be 200mm to 300mm deep with a 300mm top width. The low flow notch is not to be seeded and can meander along the main channel bottom provided it remains at least 400mm from the main channel toes.

E.54 POLLUTION

The Contractor shall keep their equipment in good repair. The Contractor or any lands shall not spill or cause to flow polluted material into the drain that is not acceptable to the Ministry of Environment. The local Ministry of Environment office shall be contracted if a polluted material enters the drain. The Contractor shall refill or repair equipment away from open water. If the Contractor causes a spill, the Contractor is responsible to clean-up the spill as directed by Ministry of Environment clean-up protocols.

E.55 SPECIES AT RISK

If a Contractor encounters a known Species At Risk designated by the MNR or DFO, the Contractor shall notify the Engineer immediately and follow the Ministry's guidelines to work around the species.

F.1

STANDARD SPECIFICATIONS

FOR

OPEN DRAINS

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F.1.2 Materials

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F.1.1 DESCRIPTION

Work under this item shall include the supply of labour, equipment and materials required for: clearing of trees, roots and debris within the working area, channel excavation to the cross-section specified, leveling or disposal of all excavated material (spoil) as directed, remove and replace all fences as required, installation of all road and laneway crossings required, reconstruction of all intercepted drains as required, installation of riprap protection required and any other items indicated in the Schedule of Tender Prices or specified in the Special Provisions as being part of the Open Portion.
Special Provisions take precedence over this Standard Specification.

F.1.2 MATERIALSA) Corrugated Steel Pipe

Corrugated Steel Pipe (CSP) shall be according to OPSS 1801 (CSA G401).
Unless stated otherwise in the Special Provisions the pipe shall be:

- galvanized
- helical corrugation with lock seam and re-rolled annular ends
- 68mm x 13mm corrugation profile for diameters up to 1200mm
- 125mm x 25mm corrugation profile for diameters 1200mm and larger
- minimum wall thickness of 1.6mm for diameters up to 500mm
- minimum wall thickness of 2.0mm for diameters 600mm and larger
- standard couplers matching the pipe diameter and material

Other coatings that may be specified included aluminized Type 2 or polymer.
Polymer coating shall be a 254mm polymer film laminated to both sides of the pipe.

B) Plastic Pipe

Plastic Pipe shall be a high density polyethylene (HDPE) double wall corrugated pipe with smooth inner wall, solid with no perforations.

Material specification as per OPSS 1840 (CSA B182.8).

Unless specified otherwise in the Special Provisions:
320 kPa stiffness and soil tight couplers

C) Concrete

Concrete shall be twenty (20) mega Pascal (mpa) concrete premixed.

D) Stone for Riprap

Riprap stone is to be graded, heavy angular stone (quarry stone is recommended) with particles averaging in size from 225mm to 300mm. Smaller stone particles can be included to fill voids.

The stone is to be free of earth materials or any other rubbish or debris.

F.1.3 CONSTRUCTIONA) Excavation

The bottom width and the side slopes of the ditch shall be as shown on the profile drawing. If the channel cross-section is not specified in the Special Provisions it shall be a 1m bottom width with 1.5m horizontal to 1m vertical (1.5:1) bank slope. At locations along the drain where the specified side slopes change there shall be a transitional length of not less than 5m between the varying side slopes. At locations along the drain where the specified bottom width changes there shall be a transitional length of not less than 10 : 1 (5m length to 0.5m width differential). In all cases there shall be a smooth transition between a change in any part of the channel cross-section. Where the bottom width of the existing ditch is sufficient to permit the required specified bottom width excavation shall be completed without disturbing existing banks unless brushing the bank slopes is specified in the Special Provisions.

B) Profile

The profile shows the grade line for the bottom of the ditch. The slope for the grade line is shown as a percentage which is the slope drop in metres per 100 metres (eg 0.15% = 0.15m drop over 100m). Cuts may be shown on the profile from the existing top of bank and/or from the existing ditch bottom to the new ditch bottom. These cuts are shown for the convenience of the Contractor and are not recommended for grade control.

Benchmarks are identified on the profile drawing. The Engineer will confirm all benchmark elevations prior to construction and may set other benchmarks or grade control points if required. Accurate grade control must be maintained by the Contractor during ditch excavation. The ditch bottom elevation should be checked every 50 metres and compared to the elevation on the profile.

A variation of greater than 25mm above the design grade line may require re-excavation. Excavation below design grade up to 150mm is recommended so that sediment accumulation during or following excavation will not place the ditch bottom above the design grade at completion. Under some circumstances the Engineer may direct that over excavation greater than 200mm will have to be backfilled. No additional payment if backfilling is required for over excavation.

C) Line

The drain shall be constructed in a straight line as shown on the drawings or shall follow the course of the existing ditch. The Contractor shall contact the Engineer before removing any bends or irregularities on the existing course of the drain. All curves shall be made with a minimum radius of 15m.

D) Excavated Material

Excavated material (spoil) shall be deposited on either or both sides of the drain within the specified working area as directed in the Special Provisions. The Contractor shall verify the location for the spoil with each landowner before commencing work on their property. If not specified spoil shall be placed on the low side of the ditch or opposite trees and fences. The spoil shall be placed a minimum 1m from the top of the bank, either existing or new. No excavated material shall be placed in tributary drains, depressions, or low areas which direct or channel water into the ditch so that no water will be trapped behind the spoil bank. Swales may be required through the leveled or piled spoil at approximately 60m intervals to avoid trapping water behind the spoil bank.

The excavated material shall be placed and leveled to a maximum depth of 300mm; unless otherwise instructed. If excavating more than 450mm the contractor shall strip the topsoil, separate and level the spoil, then level the existing topsoil on top of it, on the same side(s), unless stated otherwise in the Special Provisions. The edge of the spoil bank away from the ditch shall be feathered down to existing ground. The edge of the spoil bank nearest the ditch shall have a maximum slope of 2:1. The material shall be leveled such that it may be cultivated with ordinary equipment without causing undue hardship on farm machinery and farm personnel.

Wherever clearing is necessary prior to leveling, the Contractor shall remove all stumps and roots unless the Contractor obtains written permission from the affected landowner to cover stumps and roots with spoil. No excavated material shall cover any logs, brush or rubbish of any kind. Large stones or boulders in the leveled spoil that are heavier than 15 kg shall be moved to the edge of the spoil bank nearest to the ditch but in general no closer than 1m to the top of bank.

If the Special Provisions do not make any reference to lateral channels that outlet into the ditch being worked on then the lateral channel is to be cleaned out for 10m upstream from the main ditch to taper out any grade difference. No additional payment for this work.

Where it is specified to straighten any bends or irregularities in the alignment of the ditch or to relocate any portion of an existing ditch, the excavation from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and old ditch, no additional payment will be allowed for backfilling the existing ditch.

The Contractor shall contact the Engineer if a landowner indicates in writing that spoil on the owner's property does not need to be leveled. The Engineer may release the Contractor from the obligation to level the spoil and the Engineer shall determine the credit to be applied to the Contractor's payment. No additional compensation is provided to the owner if the spoil is not leveled.

The Engineer may require the Contractor to obtain written statements from any or all of the landowners affected by the leveling of the spoil. Final decision on whether or not the leveling of spoil meets the specification shall be made by the Engineer.

E) Excavation at Existing Bridge and Culvert Sites

The Contractor shall excavate the drain to the specified depth under all bridges and to the full width of the structure unless specified otherwise in the Special Provisions. Temporary bridges may be removed and left on the bank of the drain. Permanent bridges must, if at all possible be left intact. All necessary care and precautions shall be taken to protect the structure. In cases where the design grade line falls below the top of footings, the Contractor shall take care to not over-excavate below the grade line. The Contractor shall notify the Engineer if excavation of the channel exposes the footings of the bridge or culvert, so the Engineer can make an evaluation.

The Contractor shall clean through all pipe culverts to the grade line and width specified on the profile. The Contractor shall immediately contact the Engineer after a culvert cleanout if it is found that the culvert bottom is above the grade line or where the structural integrity of the culvert is questionable.

F) Bridges and Culverts

The size and material for any new ditch crossings shall be as outlined in the Special Provisions. Refer also to General Condition E.32 for installation specifications. Any crossings assembled on-site shall be assembled in accordance with the manufacturer's specifications.

If directed on the drawings that the existing crossing is to be salvaged for the owner the Contractor shall carefully remove the existing crossing and leave along the ditch or haul to a location as specified by the owner. If the existing crossing is not to be saved then the Contractor shall remove and dispose of the existing crossing. Disposal by burying on-site must be approved by the Engineer and the owner.

All new pipe crossings shall be installed at the invert elevations as specified on the Profile, usually a minimum of 50mm below design grade, not as-constructed grade. If the ditch is over excavated greater than 200mm the Contractor shall confirm with the Engineer the elevations for installation of the new pipe crossing.

When an existing crossing is being replaced the contractor shall save all granular and riprap. New crossings can be backfilled with compacted on-site native material that is free of large rocks or stones. Contractor responsible for any damage to a culvert pipe as a result of rocks or stones in the backfill.

All new crossings shall have the following minimum specifications:

6m laneway width with 1:1 end slopes

300mm pipe cover with 150mm Granular A (saved or imported) for surface restoration

Granular surface to extend from top of bank to top bank and shall be part of the contract price.

Installation of private crossings during construction must be approved by the Engineer.

G) Riprap Protection for Culverts

Where riprap protection is called for at either or both ends of a new culvert, such riprap shall be in accordance with General Condition E.40. Riprap to be adequately keyed in along the bottom of the slope. Riprap to extend to top of pipe or as directed on the Drawings. No riprap is required in the ditch bottom on the upstream side of a crossing. If riprap is required in the ditch bottom on the downstream side of a crossing it shall be specified on the Drawings. Any new end face slope not protected by riprap shall be seeded as per specifications for ditch bank seeding.

H) Obstructions

All trees, brush, fallen timber and debris shall be moved from the ditch cross-section and to such a distance on each side to eliminate any interference with the spreading of the spoil. The roots shall be left in the banks if no bank excavation is required as part of the new channel excavation. In wooded or heavily overgrown areas all cleared material may be pushed into piles or rows along the edge of the cleared path and away from leveled spoil. All dead trees along either side of the drain that may impede the performance of the drain if allowed to remain and fall into the ditch, shall be removed prior to excavation and put in piles, unless directed otherwise by the Engineer.

I) Moving Drains off Roads

Where a ditch is being removed from a road allowance, it must be reconstructed wholly on the adjacent farmland with a minimum width of 1 metre on the roadway side of the ditch, unless otherwise noted on the drawings. The excavated material shall be used to fill the existing open ditch and any excess excavated material shall be placed and levelled on the adjacent farmland. Any work done on the road allowance, with respect to excavation, disposal of materials, installation of culverts, cleaning under bridges, etc., shall be to the satisfaction of the Road Authority. If it is necessary to haul materials away, additional payment will be provided unless described on the plan.

J) Tile Outlets

The location of all existing tile outlets may not be shown on the profile for the drain. The Contractor shall contact each owner and ensure that all tile outlets are marked prior to commencing excavation on the owner's property. If a marked tile outlet is damaged during or altered due to construction, the Contractor shall repair or replace the damaged or altered outlet as part of the Contract. If an existing outlet pipe requires replacement the Contractor shall confirm the replacement outlet pipe with the Engineer. Additional payment will be allowed for the repair or replacement of any unmarked tile outlets encountered during excavation. Where riprap protection exists at any existing tile outlet such protection shall be removed and replaced as necessary to protect the outlet after reconstruction of the channel.

If any outlet becomes plugged as a result of construction, the Contractor shall be obligated to free such outlet of any impediments. Where any damage results to tile leading to and upstream of the outlet, as a consequence of such construction, the Engineer may direct the Contractor to repair such tile and shall determine a fair compensation to be paid to the Contractor for performing the work.

K) Completion

At the time of final inspection, all work in the contract shall have the full dimensions and cross-sections specified.



F.2

STANDARD SPECIFICATIONS

FOR

TILE DRAINS

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F.2 STANDARD SPECIFICATIONS FOR TILE DRAINS

F.2.1 DESCRIPTION

Work under this specification will consist of supplying, hauling, laying and backfilling subsurface drainage conduit with the conduit materials as described on the drawings and in the location, depth and invert grade as shown on the Drawings. In this specification the word "tile" will apply to all described conduit materials. Lengths are in millimeters (mm) and meters (m).

The work shall include the supplying of all labour, tools, equipment and extra materials required for the furnishing and laying of the tile; the excavation and backfilling of the trenches; the hauling, handling, placing and compaction of the excavated material for backfill, the loading, hauling, handling and disposal of surplus excavation material; the removal and replacing of topsoil and sod where required by the Engineer.

All existing laterals crossed by the new line shall be reconnected in an approved manner. Either special manufactured connections or junctions shall be used or an approved method of sealing joints with mortar or filter cloth as approved by the Engineer. The Contractor shall also construct catchbasins, junction boxes and other types of inlet structures where directed by the Engineer.

Except where complete removal of an existing pipe is required by new construction, existing pipes to be abandoned shall be plugged/sealed up for a distance of 300mm with suitable concrete or mortar to the full satisfaction of the Engineer.

F.2.2 MATERIALS

A) CONCRETE DRAIN TILE

Concrete drain tile shall conform to the requirements of the most recent ASTM C412 specifications for heavy duty extra quality. All tile furnished shall be subject to the approval of the Engineer.

The minimum nominal lengths of the tile shall be 300mm for 150 & 200mm diameter tile, 600 mm for 250 to 350mm diameter tile and 1200mm for 400 to 900mm diameter tile.

All tile should be of good quality, free from distortions and cracks and meet the standards specified. The ends should be smooth and free from cracks or checks. All rejected tile are to be immediately removed from the site.

Granular backfill, where required, shall consist of approved sand or gravel having no particles retained on a screen having 50mm square openings.

Earth backfill shall consist of approved material having no large lumps or boulders.

B) CORRUGATED PLASTIC TUBING

Corrugated plastic tubing shall conform to the *Land Improvement Contractors of Ontario Standard Specification for Corrugated Plastic Drainage Tubing, 2006*. Type of material (solid or perforated) and need for filter sock will be specified on the Drawings or in the description of the work in the Special Provisions. Filter sock where specified shall be a standard synthetic filter material as provided by a recognized plastic tubing manufacturer

unless noted differently on the contract drawings or elsewhere in the contract document. Protect coils of plastic tubing from damage and deformation.

C) CORRUGATED METAL PIPE

Corrugated metal pipe shall comply with AASTHO Specification M-36 and shall be to the U.S. Standard gauges indicated on the Drawings. Unless otherwise specified, the pipe shall have a standard 60 gram galvanized coating.

D) PLASTIC SMOOTH WALL PIPE (HIGH DENSITY POLYETHYLENE) (HDPE)

- i) HDPE smooth walled pipe shall be solid with no perforations
- ii) Meet or exceed the cell classification 424420C as defined in ASTM D3350
- iii) A minimum stiffness of 320 KPa at 5% deflection in accordance of ASTM D2412
- iv) Shall meet the CSA D182.8-11 standard for thermoplastic drain
- v) Shall have a manning n of 0.010
- vi) The pipe shall be joined with snap-on or split couplers
- vii) Shall have a minimum of 300mm clean backfill with no organic matter, 150mm to 300mm of topsoil on top of the backfill

E) CONCRETE SEWER PIPE

- i) Non-reinforced concrete sewer pipe shall be used up to 375mm in diameter and shall comply with ASTM Specification C 14, extra strength.
- ii) Reinforced concrete sewer pipe shall be used for pipe 375mm and larger and shall comply with ASTM Specification C 76, with "B" wall. Classes shall be as shown on the contract drawings and as described in the Form of Tender. No elliptical reinforcing will be permitted.
- iii) All concrete sewer pipe shall have rubber-type gasket joints meeting ASTM Specification C 443.
- iv) Concrete shall be 20 mPa concrete premixed.
- v) Where concrete sewer pipe are permitted, the pipe should exhibit no damages or cracks on the barrel section and shall be capable of satisfying the crushing strength requirements for Pipe Specifications (C 14 or C 76). The pipe may contain cracks or chips in the bell or spigot which could be serious enough to prevent the use of rubber gaskets but which are not so severe that the joint could not be mortared or protected with filter cloth.

F.2.3 CONSTRUCTION

A) OUTLET

A tile drain outlet into a ditch or creek shall be protected using a 6m length of rigid pipe with a hinged grate for rodent protection. Maximum spacing between bars on rodent grate shall be 50mm. Material for rigid pipe will be specified in the Special Provisions. Heavy duty plastic pipe (HDPE) with smooth wall inside is preferred. The joint between the rigid pipe and the tile drain shall be wrapped with filter fabric. All outlets will be protected with rock riprap to protect the bank cut and as a splash apron. In some locations riprap may also be required on the bank opposite the outlet. The quantity of riprap required will be specified in the Special Provisions.

B) LINE

The Engineer will designate the general location of the new drain, but the landowner may indicate a revised location if approval is given by the Engineer. Where a change in alignment is required that is not accommodated in a catchbasin, junction box or similar structure the alignment change shall run on a curve with a radius not less than the minimum installation radius specified for the tile material. The Special Provisions will provide instructions on achieving the alignment change if the radius of the curve is less than 15m.

The Contractor shall exercise care to not disturb any existing tile drains which parallel the course of the new drain, particularly where the new and existing tile act together to provide the necessary capacity. Where an existing tile is disturbed or damaged the Contractor shall perform the necessary correction or repair with no additional compensation.

NOTE: It is the Contractor's responsibility to ascertain the location of, and to contact the owners of all utility lines, pipes and cables in the vicinity of drain excavations. The Contractor shall be completely responsible for all damages incurred.

C) GRADE CONTROL

Benchmarks are identified on the profile drawings. The Engineer will confirm all benchmark elevations prior to construction. Tile is to be installed to the elevation and grade shown on the profiles. Accurate grade control must be maintained by the Contractor at all times during tile installation. The tile invert elevation should be checked every 50m and compared to the elevation on the profile.

D) VARIATION FROM DESIGN GRADE

No reverse grade will be allowed. A small variation in grade can be tolerated where the actual capacity of the drain exceeds the required capacity. The constructed grade should be such that the drain will provide the capacity required for the drainage area. Constructed grade should not deviate from design grade by more than 15% of the internal diameter for drain sizes greater than 200mm. Such allowable deviations must occur gradually, over a distance of not less than 10m.

E) INSTALLATION – CONCRETE DRAIN TILE & CORRUGATED PLASTIC TUBING

Tile shall be installed by a wheel trencher unless an alternate method of construction is noted on the Drawings. Digging of the trench shall start at the outlet end and proceed upgrade. The location and grade shall be as shown on Drawings but shall be liable to adjustment or change by the Engineer on site with no additional cost allowed except where the change involves increased depth of cut beyond the limitation of the wheel trencher in use at the time of the change. The trench width measured at the top of the tile should be at least 150mm greater than the tile diameter.

The bottom of the trench is to be cut accurately to grade and shape. Where hard shale, boulders or other unsuitable bedding material is encountered, the trench shall be excavated to 75mm below grade and backfilled with granular material compacted to a shaped, firm foundation. If the trench is overcut below the proposed grade, it is to be backfilled with granular material to the correct grade and compacted to a shaped, firm foundation.

Where the depth for the tile installation exceeds the depth capacity of the wheel trencher the Contractor shall excavate a trench of sufficient depth so that the wheel trencher can install the tile at the correct depth and grade. The tender price shall include the cost of the additional excavation and backfilling and stripping and replacing topsoil over the trench.

Topsoil shall be stripped, separated and stockpiled for later reuse over trench backfill. Where excavation is across a residential lawn sod over the trench shall be cut, lifted and replaced in a workmanlike manner or new sod laid to match pre-construction conditions.

E.1) BED OF TILE

The bottom of the trench should be rounded so that the tile will be embedded in undisturbed soil or in a compacted bed at least for 10% of its overall height.

E.2) LAYING TILE

All tile shall be laid to a true line and grade. Accurate grade control must be constantly maintained during installation. Installation should begin at the lowest end of the line and proceed up grade. The inside of the tile is to be kept clean during installation. All soil and debris should be removed before the next tile is laid. Directional changes can be made without fittings or structures provided the centre-line radius of the bend is not less than 15m radius. The tiles are to be beveled, if necessary, to ensure close joints on all bends. Maximum spacing at joints between tiles should be about 3mm. All tile joints and connections with other pipe materials are to be fully and tightly wrapped with a minimum 300mm width of geotextile drain wrap (Terrafix 200R or equivalent) or coupled to the tile. A 150mm overlap on top is required. No additional payment will be made for joint wrapping.

At each work stoppage, the exposed end of the tile shall be covered by a tight fitting board or metal plate. No installed tile shall be left exposed overnight.

Any tile damaged, plugged or not laid true to line or grade during construction shall be replaced or repaired at the Contractor's expense.

E.2.1) INSTALLATION - Corrugated Plastic Tubing

Corrugated plastic tubing shall be installed by a drainage plow unless an alternate method of construction is noted on the Drawings. Drainage plow equipment should construct a smooth bottomed opening in the soil and maintain the opening until the tubing is properly installed. The size of the opening in the soil should conform closely to the outside diameter of the tubing.

For other installation methods proper bedding and backfill is required to maintain the structural integrity of the plastic tubing so that surface and earth loads do not deflect the tubing by more than 20% of its nominal diameter.

For all installation methods:

- the plastic tubing should not be stretched by more than 7% of its normal length
- protect tubing from floating off grade when installing in saturated soil conditions
- directional changes can be made without fittings provided the centre-line radius of the bend is not less than five times the tubing diameter

E.2.2) INSTALLATION - Concrete Sewer/HDPE Pipe

Where the contract requires the use of concrete sewer or HDPE pipe the Contractor shall place same by either excavating the trench with a tiling machine and recessing the bells or by excavating the trench with a backhoe and shaping by hand the bottom of the trench to receive and support the pipe and barrel over 50% of its diameter. Where backhoe methods are used, topsoils shall be stripped, saved and replaced separately. Loose materials used for blinding concrete or HDPE pipe drains shall also be used as bedding around the sewer pipe and to 300mm above it. This loose backfill shall be tamped around the pipe by backhoe bucket or similar if directed by the Engineer. Backfill above the blinding materials is to be done in accordance with the Backfilling Specifications included herein.

If any connection is to be made to the concrete sewer/HDPE pipe the method of connections provided elsewhere in this specification shall also apply.

If any joints due to cracks, chips or due to alignment irregularities are sufficiently open that, in the opinion of the Engineer, grounds could enter the drain, the Contractor shall seal the joint with a geotextile similar to drain wrap or with mortar as directed by the Engineer.

E.3) BACKFILLING

As soon as tile are placed and inspected, they shall be blinded by covering them to a depth of 150mm to 300mm with clean native soil with no organic matter. All tile should be blinded by the end of the day's work to protect and hold them in place against disturbances. On steep grades or where the topsoil contains fine sand, use heavier soil from the sides of the trenches in blinding. No sand or sandy soil shall be placed directly on or around tile.

Backfilling of the trench should be completed soon after tile are blinded but not until tile have been inspected by the Engineer. The tile shall be backfilled such that a sufficient mound of backfill is placed over the trench to ensure that no depression remains after settling occurs in the backfill. Stripped topsoil shall be spread over the backfill to a depth of 150mm to 600mm. Across laneways and roadways backfill is to be compacted. Top 600mm of backfill shall be approved granular material. The upper 300mm shall be crushed gravel.

F) TILE CONNECTIONS

All lateral drains encountered along the route of the new tile drain are to be connected to the new drain if the intercepted tile are clean and do not contain polluted water. Lateral drains that are full of sediments or contain polluted waters will be addressed by the Engineer at the time of construction. All lateral drains are to be connected to the new tile using a pipe material and size that will provide the same flow capacity as the existing lateral drain unless a different connection is described in the Special Provisions. Corrugated plastic tubing can be used for all tile connections. Tubing can be solid or perforated, filter sock is not required. Contractor is responsible for installation and backfilling to maintain structural integrity of the plastic tubing. Where possible manufactured "T", "Y" or elbow fittings should be used for connections. If an opening is cut into the new tile any gaps or voids around the connection shall be sealed with mortar or geotextile. The lateral connection material shall not protrude more than 25mm beyond the inside wall of the new tile.

All connections that are described in the Special Provisions are considered to be part of the original Contract price. For all other connections the Contractor will be paid \$50.00 per connection for labour, equipment and material on connections up to 150mm in diameter and up to 3 metres in length. Connections over 3 metres and greater than 150mm in diameter will be paid at \$8.00 per metre of connection with material cost extra. The Contractor must list all connections on the lateral connection summary sheet included with the Form of Tender in order to qualify for payment. The lateral connection sheet describes all tile encountered based on location (station), side of trench, size and type of tile and approximate length and type of material used for the connection. All tile connections approved for payment will form part of the final cost of the drain. The estimated cost contains a contingency allowance that may be applied in part for connecting tiles encountered during construction.

G) STONES AND ROCK

The Contractor shall immediately contact the Engineer if boulders of sufficient size and number are encountered such that installation by wheel trencher cannot continue. The Engineer may direct the Contractor to use some other method of excavating to install the tile. The basis of payment for such extra work shall be determined by the Engineer. All large stones or boulders heavier than 15 kg removed during excavation and that remain after backfilling shall be disposed of by the Contractor in an appropriate manner. No additional payment for excavating, burying, or hauling this rock will be provided.

H) BRUSH, TREES AND DEBRIS

The contract is to include the removal of all excavation of whatever nature, disposal of materials, removal and cutting of all brush, removal of roots, supplying all labour and completing the whole work in accordance with the plan, profile and this specification. Any trees, necessarily removed, are to be left for the owner of the property on which they are found. Additional payment will be made for sawing up and brushing of scattered trees where directed by the Engineer. Where, in the opinion of the Engineer, the drain or proposed location of the drain is heavily overgrown with trees and brush the Contractor will use a bulldozer or other equipment to clear a minimum width of 30m centered on the tile alignment. The resulting debris shall be placed in a windrow where directed by the Engineer and left for disposal by the owner. Where roots may interfere with the new drain all such roots shall be grubbed and placed in a separate windrow or pile convenient for disposal by the owner. If the Drawings require grubbing, all roots will be removed in the 30m width as well. No additional payment will be made for such work.

I) SUBSOIL INSTABILITY

If poor subsoil conditions are encountered during tile installation by wheel trencher an attempt shall be made to install the tile with a continuous geotextile underlay in the trench (in addition to the joint wrapping). The cost of the underlay, if approved by the Engineer, will be paid as an extra. If the continuous geotextile underlay is not sufficient then the tile will be installed by backhoe or excavator on a bedding of 19mm clear crushed stone (300mm depth) to achieve trench bottom stability for the new tile. If approved, the work will be paid based on the unit price provided on the Form of Tender and the quantity of stone shall be supported by weigh tickets and the supplier's invoice. The unit price shall include the cost of saving and replacing topsoil and supplying and placing of the stone. The quantity of stone supplied shall be supported by weigh tickets and the suppliers invoice. If the subsoil is a fine grained soil it may necessary to place the stone on a geotextile with the geotextile then wrapped over the stone before laying the tile.

Additional payment will be allowed for the supplying and installing geotextile.

J) BROKEN OR DAMAGED TILE

The Contractor shall dispose of all damaged or broken tile and broken tile pieces off-site.

K) EXCESS TILE

All excess tile shall be removed from the job site.

L) CATCHBASINS

The use of HDPE, steel or concrete catchbasins is permitted unless stated otherwise on the Drawings. All catchbasins shall have minimum inside dimensions matching the dimensions shown on the Drawings. Contractor is responsible for ordering catchbasins to match the inlet and outlet connections and top elevations required by the Special Provisions and the Drawings.

HDPE catchbasins shall be manufactured by Ideal Pipe, Hancor or approved equivalent. Steel catchbasins shall be Agri Drain Heavy Duty Steel Catch Basin or approved equivalent. HDPE and steel catchbasins shall be supplied with integral stubouts fabricated by the manufacturer and sized according to the pipe connections shown on the Drawings.

Precast catchbasins shall be manufactured by Coldstream Concrete or equivalent. Minimum wall thickness for catchbasins without reinforcement is 150mm and with reinforcement 100mm. The joints between precast catchbasin sections shall be protected with geotextile to prevent soil material from entering into the catchbasin. Joint protection using mortar or water tight barrier is also acceptable. Cast-in-place catchbasins shall be in accordance with OPSD 705 and as further specified on the Drawings and must be approved by the Engineer prior to construction. All tile or pipe connected to concrete catchbasins shall be mortared or secured in place so that no gaps remain at the connection. Mortar is to be applied on both the inside and outside wall surfaces.

All ditch inlet top catchbasins shall have 2:1 grate slope unless specified differently on the Drawings. Grates are to be birdcage grates as manufactured by Coldstream Concrete or approved equal unless specified otherwise on the Drawings. All grates to be secured with stainless steel hardware.

Backfill around all new catchbasins is recommended to be 19mm clear crushed stone to avoid future settlements. The Contractor shall be responsible backfilling all settlement areas around catchbasins during the contract warranty period. No additional payment will be provided for adding backfill to settlement areas around catchbasins.

All catchbasin sumps to be fully cleaned by the Contractor after completion of drain installation and backfilling. Marker stakes as supplied by Coldstream Concrete or equal are to be placed beside each catchbasin unless specified otherwise on the Drawings.

M) JUNCTION BOXES

Junction boxes shall be to the same specification as above for catchbasins except that the junction box shall have a solid lid. The lid shall be a minimum of 125mm thick with wire mesh reinforcement and 2 lifting handles. The top of the junction box should have a minimum ground cover of 450mm.

N) RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEMS

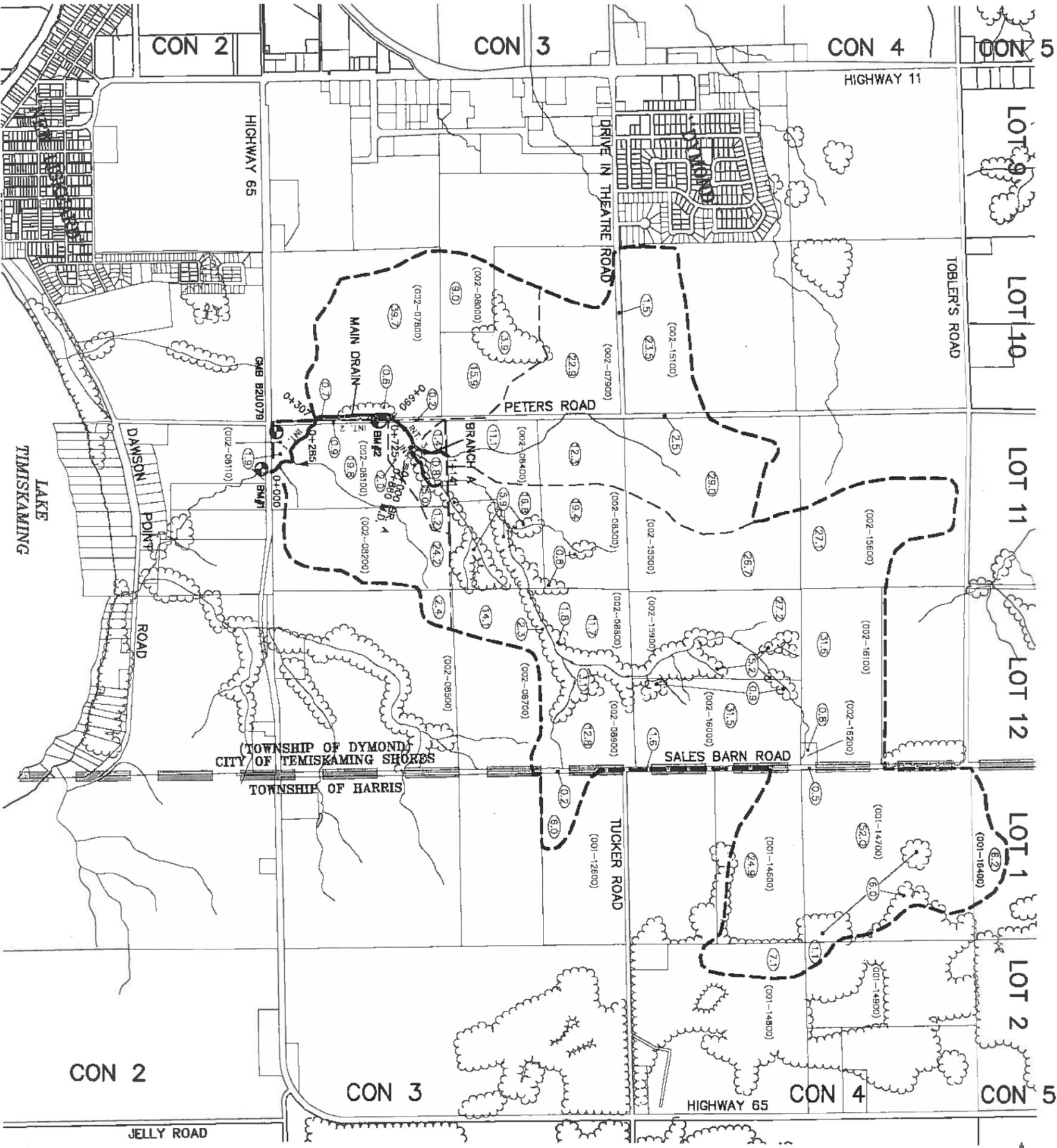
Sections 6 and 7 of the current version of the *Drainage Guide for Ontario*, OMAFRA Publication 29 shall provide a general guide to all methods and materials to be used in the construction of tile drains except where superseded by this Contract.

The licensing requirements of the *Agricultural Tile Drainage Installation Act, 1990* will not be applicable to this Contract unless specified otherwise by this Contract.

O) GRATES

All grates installed on tile larger than 600mm tile shall have 100mm spacing between the bars. For tiles smaller than 600mm the tile have 50mm spacing. The bars are to be made of a corrosion resistance material such as galvanized steel or plastic. The grate must be removal. The tile outlets must have a swing grate.





THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS, AND, WHERE SHOWN, THE ACCURACY IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

BUILT
 CUT 'X' ON SOUTH END TOP CENTER OF EX. 1800mm DIA CONCRETE CULVERT ACROSS HWY. 65
 ELEV. 188.427

CON. B210728
 TOP OF CON PIPE WITH BRASS TABLET NE CORNER INTERSECTION HWY 65 AND PETERS ROAD IN FRONT OF H. BLAIS PROPERTY
 1.8m EAST OF JUNCTION WITH HWY 11B, 4.8m N OF E HWY ELEV. 194.583

BM#2
 SPIKE IN WEST SIDE OF H.P. # BRUEIC APPROX. 50m SOUTH OF STA. 0+887.6
 ELEV. 194.712

NOTE:
 - ALL ROLL NUMBERS IN THE TOWNSHIP OF DYMOND IN THE CITY OF TEMISKAMING SHORES BEGIN WITH 54-18-020 - IE 002-15500 IN FULL IS 54-18-020-002-15500
 - ALL ROLL NUMBERS IN THE TOWNSHIP OF HARRIS BEGIN WITH 54-14-000 - IE 001-12600 IN FULL IS 54-14-000-001-12600

PLAN LEGEND

- MAJOR WATERSHED
- INTERMEDIATE WATERSHED
- PROPOSED WORK OR INCORPORATION
- (0.3) --- APPROXIMATE HECTARES IN WATERSHED
- ☁ --- BUSH
- (002-08100) --- ASSESSMENT ROLL NUMBER
- INT. 1 --- INTERVAL AND NUMBER
- ⊕ **BM#2** --- BENCHMARK LOCATION AND NUMBER

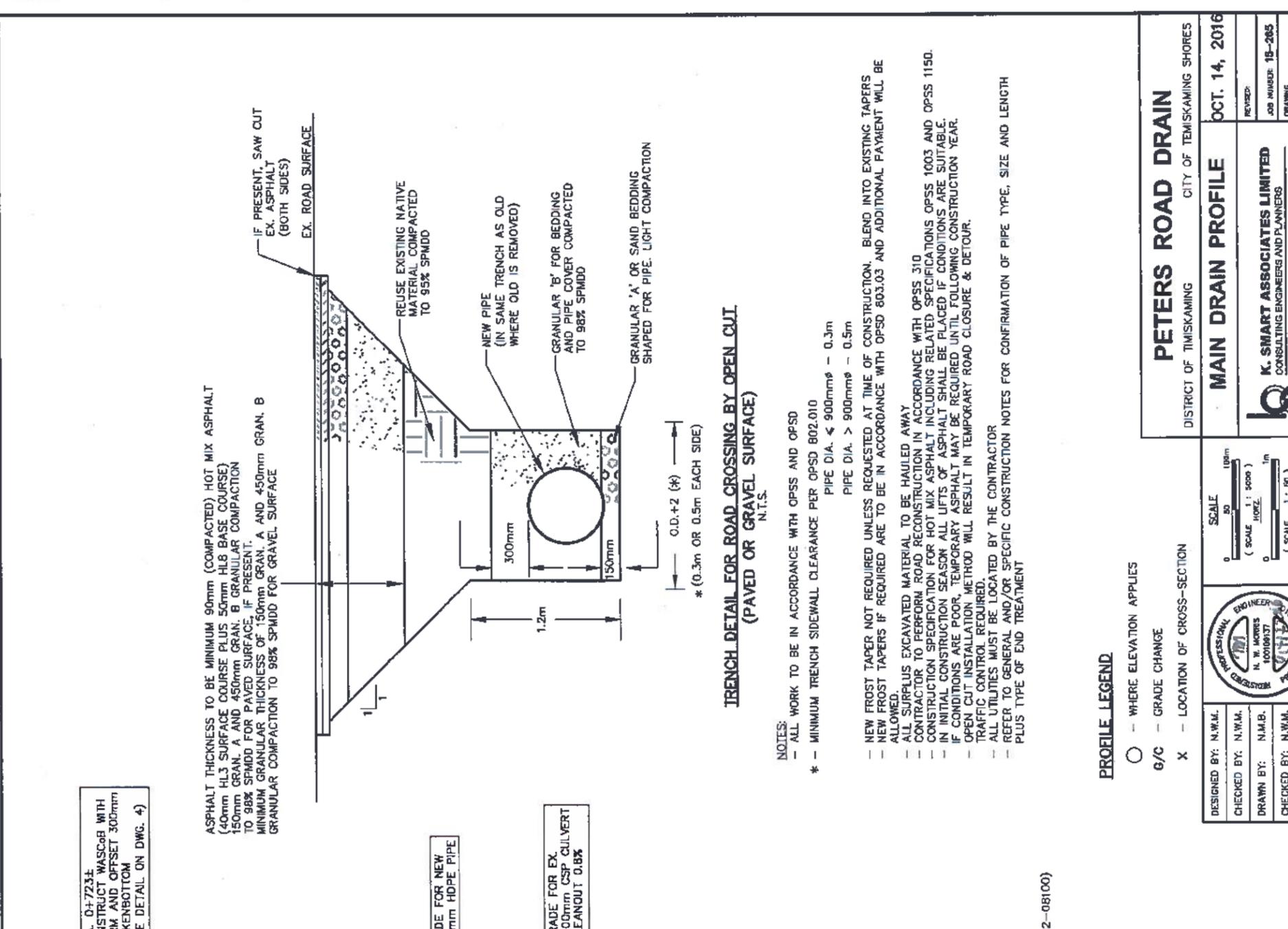
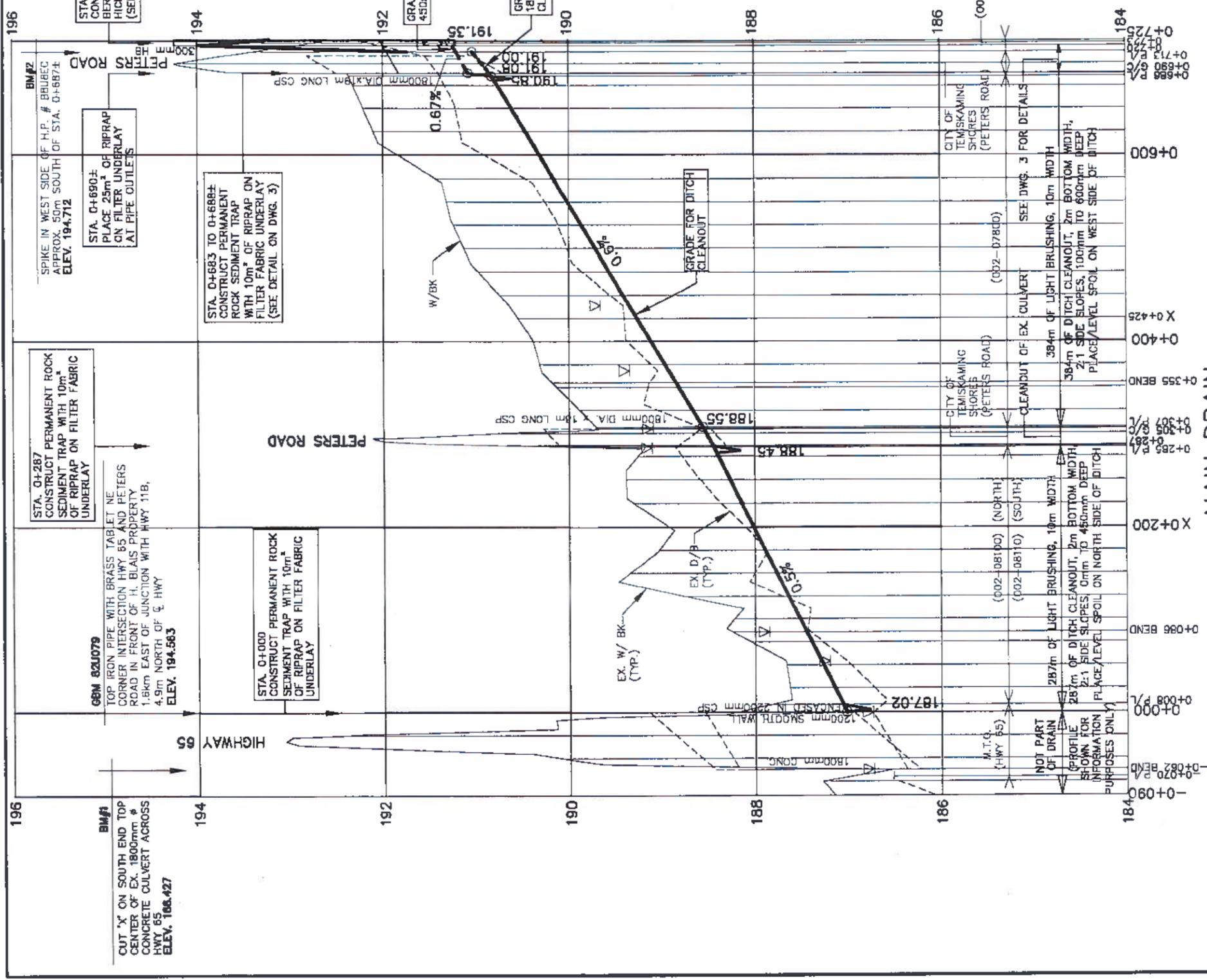
DESIGNED BY: N.W.M.
 CHECKED BY: N.W.M.
 DRAWN BY: D.C.P.
 CHECKED BY: N.W.M.

REGISTERED PROFESSIONAL ENGINEER
 H. H. MORRIS
 1001157
 PROVINCE OF ONTARIO

SCALE
 0 200 400
 (1:20,000
 ON 11"x17")

PETERS ROAD DRAIN WATERSHED PLAN
 DISTRICT OF TEMISKAMING CITY OF TEMISKAMING SHORES
 OCT. 14, 2016

K. SMART ASSOCIATES LIMITED
 CONSULTING ENGINEERS AND PLANNERS
 400 NUMBER 15-285
 1 OF 7



**TRENCH DETAIL FOR ROAD CROSSING BY OPEN CUT
(PAVED OR GRAVEL SURFACE)**
N.T.S.

NOTES:
 - ALL WORK TO BE IN ACCORDANCE WITH OPSS AND OP5D
 * - MINIMUM TRENCH SIDEWALL CLEARANCE PER OP5D 802.010
 PIPE DIA. < 900mmφ - 0.3m
 PIPE DIA. > 900mmφ - 0.5m

- NEW FROST TAPER NOT REQUIRED UNLESS REQUESTED AT TIME OF CONSTRUCTION. BLEND INTO EXISTING TAPERS ALLOWED.
 - ALL SURPLUS EXCAVATED MATERIAL TO BE HAULED AWAY
 - CONTRACTOR TO PERFORM ROAD RECONSTRUCTION IN ACCORDANCE WITH OPSS 310
 - IN INITIAL CONSTRUCTION SEASON ALL LIFTS OF ASPHALT INCLUDING RELATED SPECIFICATIONS OPSS 1003 AND OPSS 1150.
 - IF CONDITIONS ARE POOR, TEMPORARY ASPHALT MAY BE REQUIRED UNTIL FOLLOWING CONSTRUCTION YEAR.
 - OPEN CUT INSTALLATION METHOD WILL RESULT IN TEMPORARY ROAD CLOSURE & DETOUR.
 - TRAFFIC CONTROL REQUIRED.
 - ALL UTILITIES MUST BE LOCATED BY THE CONTRACTOR
 - REFER TO GENERAL AND/OR SPECIFIC CONSTRUCTION NOTES FOR CONFIRMATION OF PIPE TYPE, SIZE AND LENGTH
 - PLUS TYPE OF END TREATMENT

PROFILE LEGEND

- - WHERE ELEVATION APPLIES
- g/c - GRADE CHANGE
- X - LOCATION OF CROSS-SECTION

DESIGNED BY: N.W.M.
 CHECKED BY: N.W.M.
 DRAWN BY: N.M.B.
 CHECKED BY: N.W.M.

SCALE
 0 50 100mm
 (SCALE 1:5000)
 0 1m
 (SCALE 1:80)
 (ON 11"x17")

REGISTERED PROFESSIONAL ENGINEER
 N. W. MOORE
 CONSULTANT
 PROVINCE OF ONTARIO

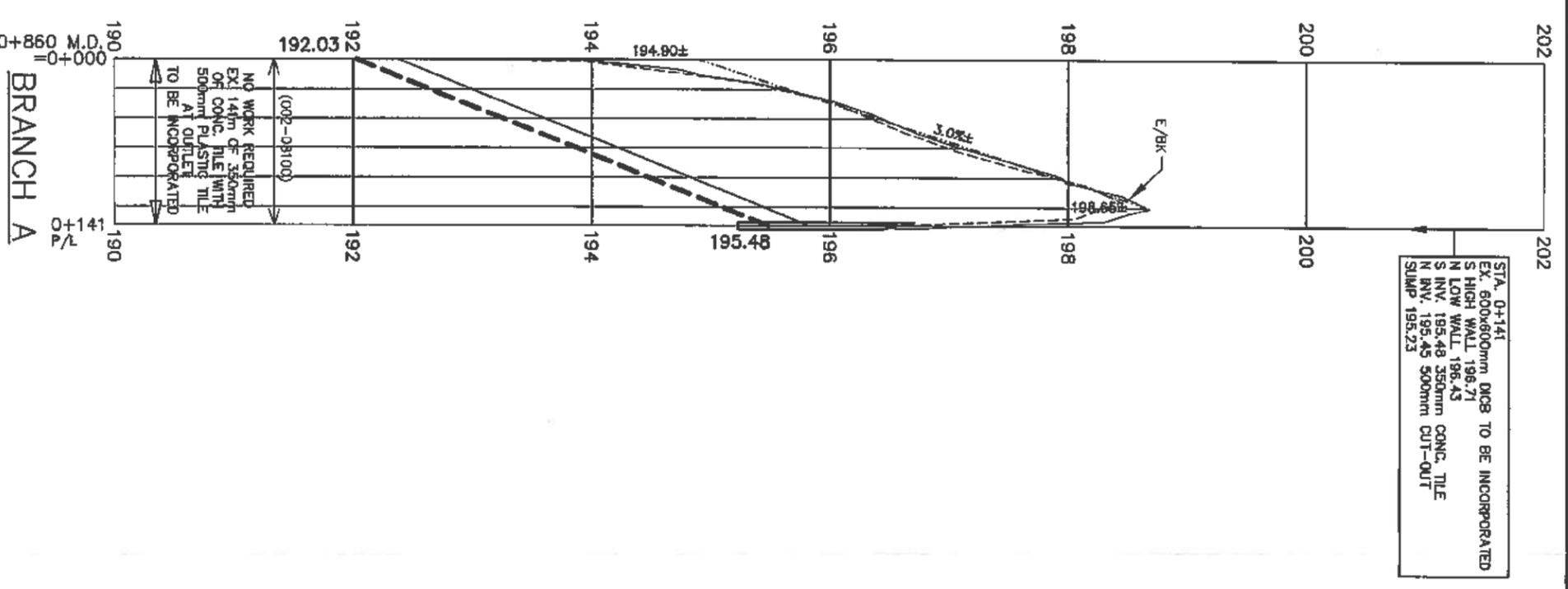
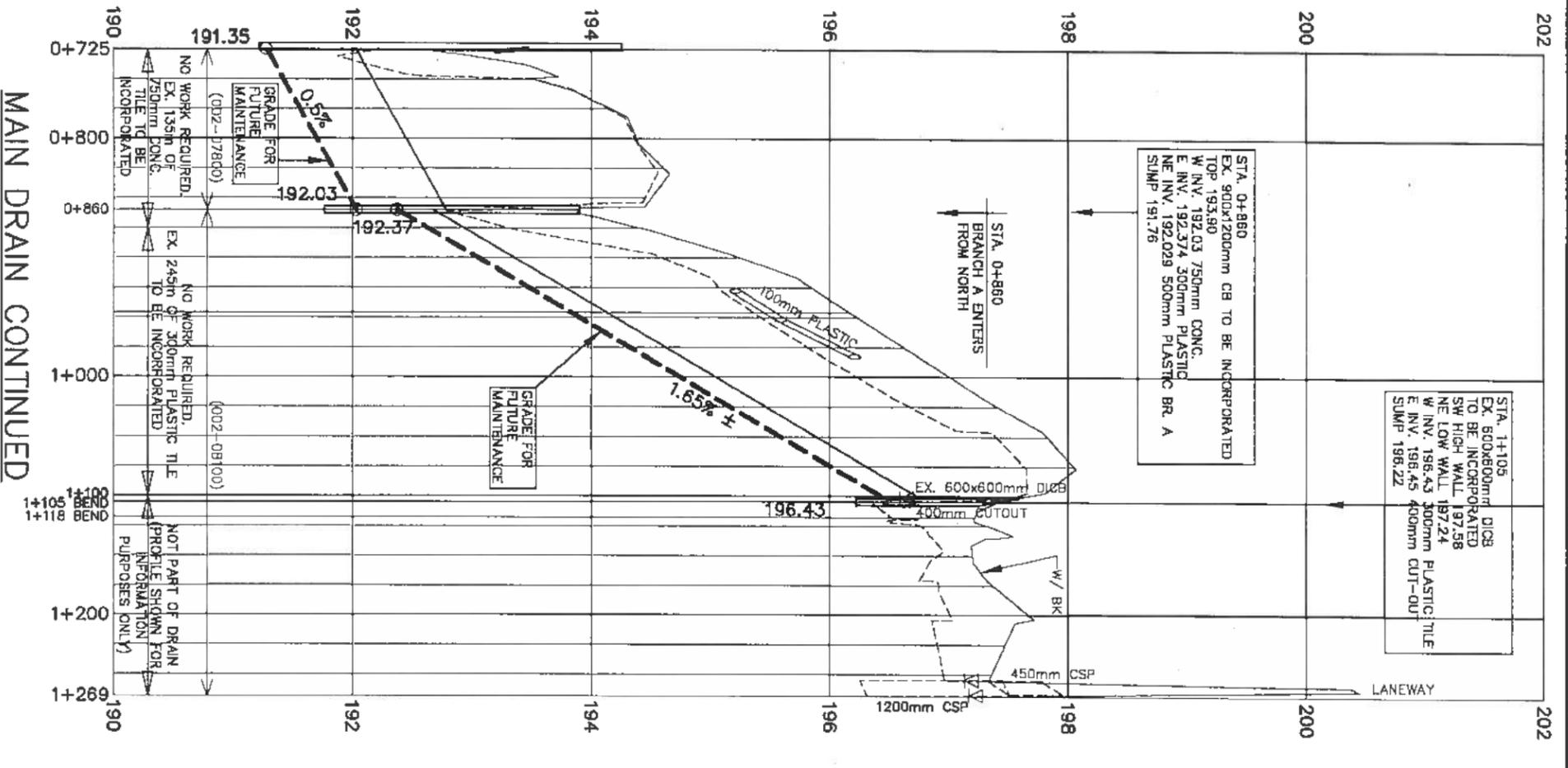
PETERS ROAD DRAIN
 DISTRICT OF TEMISKAMING
 CITY OF TEMISKAMING SHORES

MAIN DRAIN PROFILE
 OCT. 14, 2016

K. SMART ASSOCIATES LIMITED
 CONSULTING ENGINEERS AND PLANNERS
 KITCHENER

JOB NUMBER: 15-265
 DRAWING: 2 OF 7

MAIN DRAIN



MAIN DRAIN CONTINUED

BRANCH A

PROFILE LEGEND
 ○ - WHERE ELEVATION APPLIES
 g/c - GRADE CHANGE
 X - LOCATION OF CROSS-SECTION

DESIGNED BY: N.M.M.
 CHECKED BY: N.M.M.
 DRAWN BY: N.M.B.
 CHECKED BY: N.M.M.

PETERS ROAD DRAIN
 CITY OF TEMISKAMING SHORES

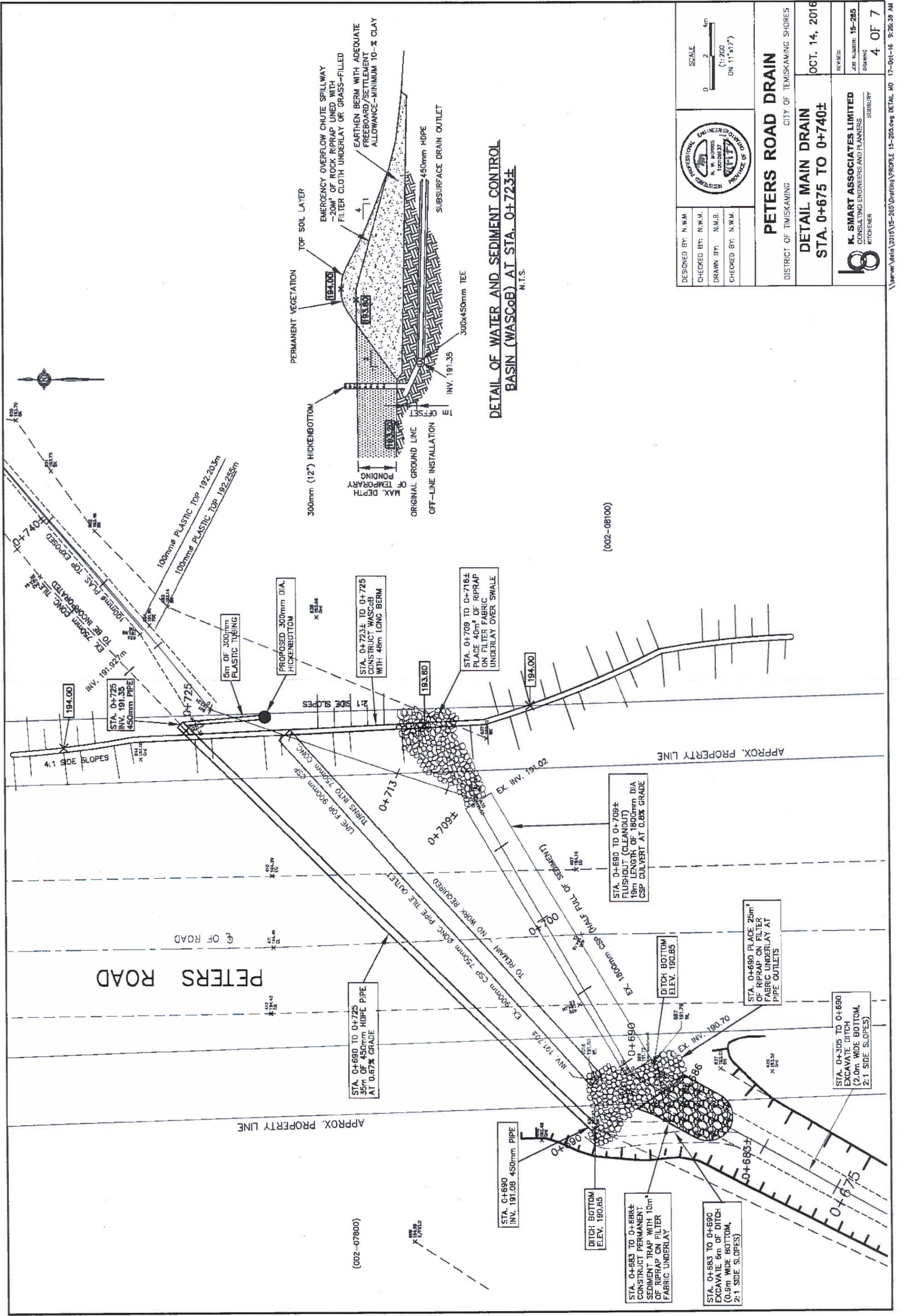
SCALE
 0 50 100m
 (SCALE 1 : 5000)
 0 10 20m
 (SCALE 1 : 50)
 (ON 11"x17")

PETERS ROAD DRAIN
 MAIN DRAIN PROFILE
 CONTINUED
 BRANCH A PROFILE

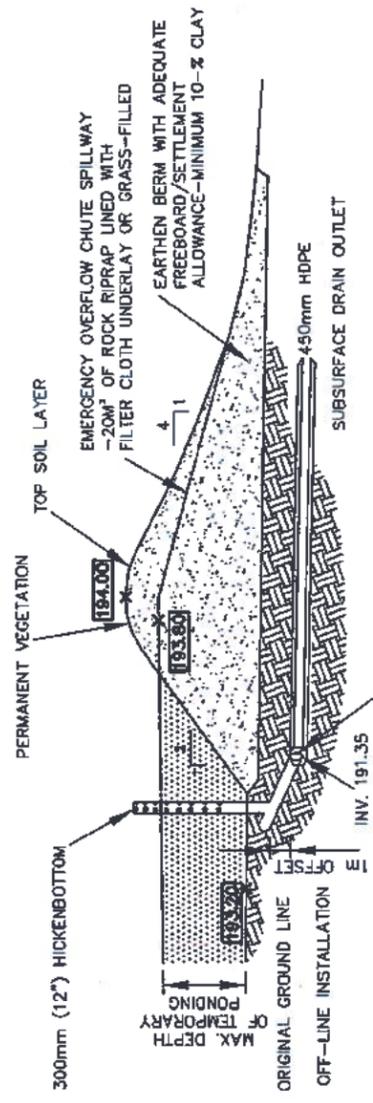
OCT. 14, 2016

K. SMART ASSOCIATES LIMITED
 CONSULTING ENGINEERS AND PLANNERS

JOB NUMBER: 15-265
 DRAWING: 3 OF 7

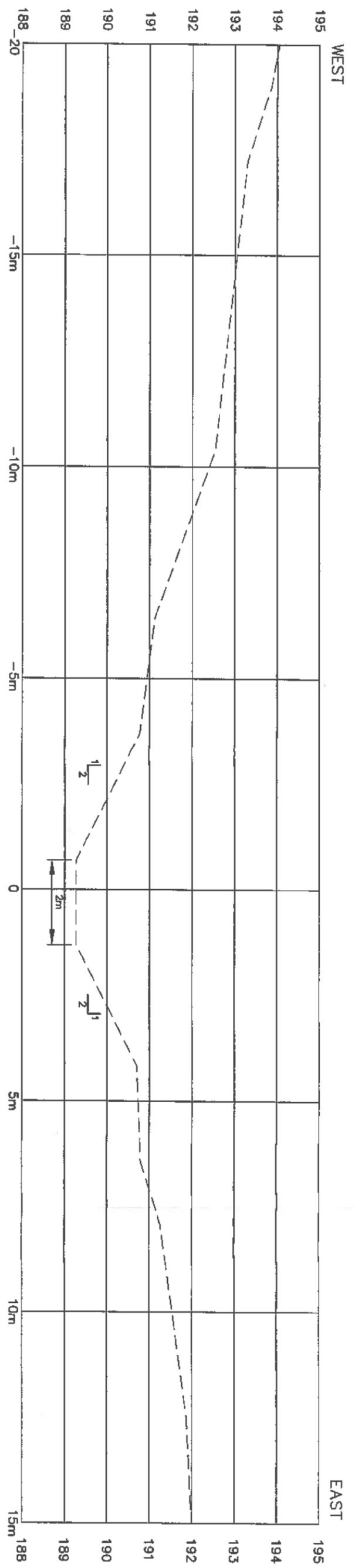


DETAIL OF WATER AND SEDIMENT CONTROL BASIN (WASCoB) AT STA. 0+723±
N.T.S.

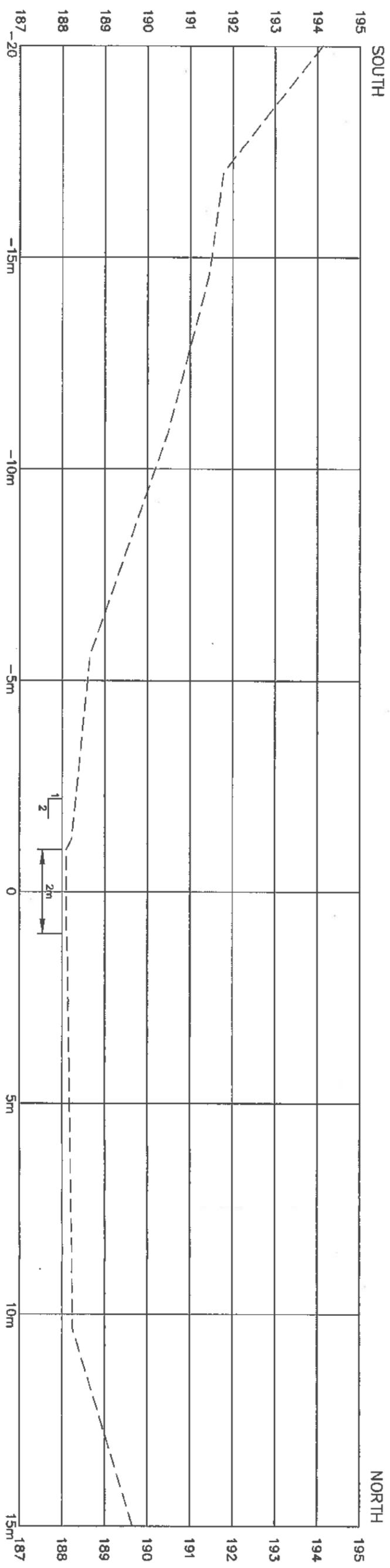


DESIGNED BY: N.W.M.		PETERS ROAD DRAIN CITY OF TIMISKAMING	OCT. 14, 2016		
CHECKED BY: N.W.M.				DETAIL MAIN DRAIN STA. 0+675 TO 0+740±	
DRAWN BY: N.M.B.					REVIEWED:
CHECKED BY: N.W.M.					JOB NUMBER: 15-285 DRAWING: 4 OF 7

K. SMART ASSOCIATES LIMITED
 CONSULTING ENGINEERS AND PLANNERS
 SUDBURY

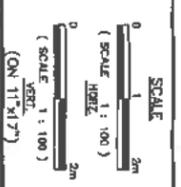


MAIN DRAIN
(STA. 0+425)



MAIN DRAIN
(STA. 0+200)

DESIGNED BY: N.M.M.
CHECKED BY: N.M.M.
DRAWN BY: N.M.B.
CHECKED BY: N.M.M.



PETERS ROAD DRAIN
DISTRICT OF TEMISKAMING
CITY OF TEMISKAMING SHORES

CROSS SECTIONS

K. SMART ASSOCIATES LIMITED
CONSULTING ENGINEERS AND PLANNERS
SUDBURY

REVISIONS:
OCT. 14, 2016

JOB NUMBER: 18-205
DRAWING: 5 OF 7

CONSTRUCTION NOTES (SPECIAL PROVISIONS)

A) SPECIFIC NOTES

i) Main Drain

Planters Road (MTO) / Chieffain Dairy Farms Ltd. (Roll No. 002-08100) (North) / D. & F. Highway 65 (MTO) / Chieffain Dairy Farms Ltd. (Roll No. 002-08100) (South)

0+000 to 0+008 - Construct permanent rock sediment trap with 10m² of riprap on filter underlay

0+000 to 0+285 - Light brushing (10m width)

- 285m of ditch cleanout (2.0m wide bottom, 2:1 side slopes).

Banks to be seeded (5m width)

- Place/level spoil on north side of ditch

Peters Road (City of Temiskaming Shores)

0+285 to 0+287 - Light brushing (10m width)

- 2m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)

- Spoil to be hauled away

0+287

- Construct permanent rock sediment trap with 10m² of riprap on filter underlay

0+287 to 0+305

- Clean out existing 18m length of 1800mm dia. CSP road culvert.

- Spoil to be hauled away

0+305 to 0+307

- Light brushing (10m width)

- 2m of ditch cleanout (2.0m wide bottom, 2:1 side slopes). Banks to be seeded (5m width)

- Spoil to be hauled away

Chieffain Dairy Farms Ltd. (Roll No. 002-07800)

0+307 to 0+690 - Light brushing (10m width)

- 383m of ditch cleanout (2.0m wide bottom, 2:1 side slopes).

Banks to be seeded (5m width)

- Place/level spoil on west side of ditch

0+683± to

- Construct permanent rock sediment trap with 10m² of riprap on filter underlay

0+688±

Peters Road (City of Temiskaming Shores) / Chieffain Dairy Farms Ltd. (Roll No. 002-08100)

0+690

- Place 25m² of riprap on filter underlay at downstream ends of existing 1800mm dia. CSP road culvert, existing 900mm dia. CSP tile outlet and new 450mm dia. HDPE pipe outlet

0+690 to 0+709

- Clean out existing 19m length of 1800mm dia. CSP road culvert

- Spoil to be hauled away

0+709 to 0+716±

- Place 40m² of riprap on filter underlay at upstream end of existing 1800mm dia. CSP road culvert.

0+690 to 0+725

- Install 35m of 450mm dia. HDPE plastic pipe cross road by open cut including full granular backfill and gravel road restoration.

0+690 to +0725±

- Existing 900mm dia. CSP tile outlet across road to remain.

- No work required.

0+723 to 0+725 - Construct WASCQB consisting of 48m long x 0.8m± high earth berm, offset 300mm dia. hickenbottom with 5m of 300mm dia. plastic tubing connection to the 450mm HDPE pipe and with 20m² of riprap on filter underlay.

0+690 to 0+725 - See detail on Drawing 3.

Chieffain Dairy Farms Ltd. (Roll No. 002-018100)

0+725 to 0+860 - Existing 135m of 750mm dia. concrete tile to be incorporated. No work required at this time.

0+860

- Existing 900 x 1200mm concrete catchbasin to be incorporated. No work required at this time.

0+860 to 1+105

- Existing 245m of 300mm dia. plastic tile to be incorporated. No work required at this time.

1+105

- Existing 600 x 600mm concrete ditch inlet catchbasin to be incorporated. No work required at this time.

Branch A

Chieffain Dairy Farms Ltd. (Roll No. 002-018100)

0+000 to 0+141 - Existing 141m of 350mm dia. concrete tile with 500mm dia. plastic tile, at outlet into CB at Sta. 0+860 M.D. to be incorporated. No work required at this time.

0+141

- Existing 600 x 600mm concrete ditch inlet catchbasin to be incorporated. No work required at this time.

B) GENERAL NOTES

1. Working Area

- For work on the open ditch, the average width is to be 20m on private lands. Refer to General Specifications E.10 for exceptions.

2. Access - General Condition E.11

The Contractor shall have access to the drain along the routes, if any, shown on the plan. The access routes shall be along existing laneways or paths or where none exist, along a 6m wide (maximum) path. All specifications governing fences, livestock and crops during drain construction shall apply to access routes except where superseded by notes on the drawings. No other access routes shall be used unless first approved by the Engineer and affected landowners. The Contractor shall also contact each owner prior to using designated accesses. The landowner information will be supplied with the tender documents.

Telephone numbers for contact are:

	Chieffain Dairy Farms Ltd.	To be Supplied at
	(Basil Loranger)	Time of Tending
002-07800 & 002-08100		
002-08110	Damase & Franche Plante	705-647-1820
	Ministry of Transportation (New Liskeard)	705-672-3363
	Engineer (Neal Morris, P. Eng.)	519-748-1199 ext 240
	City of Temiskaming Shores	705-672-3363
	- David Treen - Clerk	
	- Doug Walsh - Road Superintendent	
	City of Temiskaming Shores	705-544-2714
	- Ed Gorecki - Drainage Superintendent	
	Ontario One Call Centre	1-800-400-2055

3. Ditch Work Required
All construction on this project must use laser grade control for open work. Failure to do such may require forfeiture of the contract including tender deposit and payment for any work done.

a) General Note for Ditch Work on this Project
In all areas, the side for leveling is to be verified with the owner. Power brushing materials are preferred. Where materials are cut by chainsaw or excavated by backhoe, materials are to be left in piles for the owner to dispose of. Where brush is within 10m of the channel such materials are to be pushed and windrowed in with or adjacent to the bush areas. All brushing is to be included as part of the ditch work unless it is separately noted in the Specific Notes. All new ditch banks are to be seeded.

b) General Note Open Drain Work
The open drains to be constructed will have cross-sectional dimensions as specified by the profiles and the Typical Sections on the drawings. Ditch bottom elevations are to be as shown on the profile drawings. Also minimum bottom widths and bank slopes are shown by the typical sections and by the profile drawings. All spoil, except where to be hauled, is to be leveled by the owner and all banks where disturbed, are to be seeded the same day as excavation unless when requested otherwise. Specifications F.1 applies for ditch work. Do not over-excavate any channel except if noted, do not unnecessarily disturb banks, and minimize bottom disturbance during root removal.

During future maintenance, all excavated materials are to be leveled on adjacent properties with the exception that any removed rock be hauled away.

4. Brushing

All Brushing shall be as noted in the drawing and shall be in accordance with General Condition E.44 unless indicated in the Drawings. Brushing includes raking, or approved equal work, of the cleared area.

5. Soil Conditions

A review of the New Liskeard-Englehart Area Soils Map indicates that the soils in the watershed to be Halleybury clay (good drainage, smooth steeply sloping and stone free), Hanbury clay (imperfect drainage, smooth gently sloping and stone-free to moderately stony) and New Liskeard clay (poor drainage, smooth very gently sloping and stone-free to moderately stony).

The majority of construction will occur in the Hanbury and New Liskeard clay soils.

The Hanbury and New Liskeard clay soils should not present any construction problems. However, efforts should be made to undertake the drain construction during the dry season since the outlet is sensitive habitat for Lake Sturgeon.

6. Fences

All fences are to be both removed and re-erected by contractor unless described otherwise by notes on the drawings.

Refer to General Condition E.38.

Refer to General Condition E.39 re livestock etc.

7. Materials

The Contractor shall supply and arrange for the delivery of all equipment, labour and materials.

All materials stated in the specific notes (Special Provisions), tender documents and drawings may be substituted from that shown, upon approval by the Engineer.

8. Type of Pipe Materials

Any culvert must follow materials specification in F.1.2 in the open ditch specification and drawing, any other material must be approved by the Engineer.





The Corporation of the City of Temiskaming Shores
By-law No. 2017-017

**Being a by-law to enter into an agreement with Exp.
Services Inc. for the detailed Engineering Design for
the proposed Reconstruction of Albert Street, from
Rorke Avenue easterly to Bruce Street for
approximately 0.57 kilometres in the City of
Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report No. PW-002-2017 at the February 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with exp. Services Inc. for detailed Engineering Design of the proposed reconstruction of Albert Street, from Rorke Avenue to Bruce Street for consideration at the February 7, 2017 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with exp. Services Inc. for the detailed engineering design for the proposed reconstruction of Albert Street in the amount of \$34,575.00 plus taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That a Contingency Allowance in the amount of \$5,425.00 be allocated to this engineering assignment which would permit municipal staff to adjust to any changes in the scope of work during the design process.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 7th day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-017

Agreement between

The Corporation of the City of Temiskaming Shores

and

exp. Services Inc.

for the Detailed Design of Albert Street

This agreement made in duplicate this 7th day of February 2017.

Between:

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

and

exp. Services Inc.
(hereinafter called "the Consultant")

Witnesseth:

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

Article I:

The Consultant will:

- a) Provide all material and perform all work described in the Request for Proposal entitled:

**Corporation of the City of Temiskaming Shores
Engineering Services – Alberts Street Reconstruction
Request for Proposal No. PW-RFP-001-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01; and
- c) Complete, as certified by the City, all the work by **December 31, 2017.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid **Thirty Four Thousand Five Hundred and Seventy Five Dollars and Zero Cents (\$34,575.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

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

The Contractor:

The Owner:

exp. Services Inc.
9 Wellington Street
P.O. Box 1208
New Liskeard, Ontario
P0J 1P0

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

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

Signed and Sealed in)
the presence of)

exp. Services Inc.

Consultant's Seal)
(if applicable))

Infrastructure Manager – Nolan Dombroski, P. Eng.

Municipal Seal)

Witness – Annette Neill

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-017

Form of Agreement

The Corporation of the City of Temiskaming Shores

Proposal for Engineering Services – Albert Street Reconstruction

RFP Number:

PW-RFP-001-2017

Prepared by:

exp Services Inc.,
9 Wellington Street,
P.O. Box 1208,
New Liskeard, ON P0J 1P0
Canada
T: +705.647.4311
F: +705.647.3111
www.exp.com



Nolan Dombroski, P. Eng.
Infrastructure Manager.

Date Submitted:
January 26th, 2017.

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1 Prime Consultant Introduction: exp Northern Ontario

1.1 Exp Northern Overview

The corporate entity assuming the contractual responsibilities on this assignment shall be **exp** Services Inc. (**exp**). The services and staff identified in this proposal shall be provided through the **exp** Northern Ontario office in Temiskaming Shores. The **exp** infrastructure group in Northern Ontario has approximately 150 technical and professional staff employed throughout its network of offices, with locations in Temiskaming Shores, Fort Frances, Timmins, New Liskeard, Sudbury and North Bay.

1.2 Exp Infrastructure, Central Canada

1.2.1 General

Whether it is protecting the environment through innovative technologies in water and wastewater treatment, servicing urban development and enabling economic growth, or moving people, goods, water, and wastes, all are big challenges that require innovative solutions. Designing the infrastructure to do it all efficiently, safely, economically and sustainably requires an integrated team of professionals with specific skills and the right experience. The demand for global infrastructure is increasing dramatically in the emerging economies of the world, usually in places where gaps exist between current infrastructure and what is needed to sustain economic growth. In the developed world, on the other hand, much of the infrastructure is operating past its design life and the pace of retrofits and new builds cannot keep up.

Our team has the right blend of expertise and experience to meet the world's evolving infrastructure challenges. We provide a full range of infrastructure services to both public and private sector clients, and we've been doing it for many decades. Our infrastructure projects range from one of the largest transportation construction sites in the world to revitalizing a desolate area in a major urban centre, and everything in between. No matter how big or small the project, we approach each and every one as a team.

1.2.2 Road Design

The motor vehicle is the preferred mode of transport across much of the world for people and freight. It provides personal mobility and flexibility in transportation so long as the road network is there. At **exp**, our team of professionals has been involved for many years in the design and construction of highway and road infrastructure across the world. From planning through design to construction management and overall project/program management, as well as asset support, we have the team to meet your transportation needs. Our clients include many departments of transportation across North America, and in recent years, we have been a key part of many major projects delivered under a P3 (Public – Private-Partnership) model. Our skilled and accomplished **exp** team members are truly your one-stop-shop for all your transportation project needs. We provide services including planning and route selection; traffic analysis; traffic forecasting; geometric and pavement design; traffic signals; ramps, roadways and streets; lighting design, noise barriers; as well as construction supervision and administration, and program and quality management. We will put your project on the road to success.

1.2.3 Wastewater Services

Wastewater from both domestic and industrial sources needs treatment to prevent environmental impact and protect public health. It can also be viewed as a resource that can be reused as grey-water irrigation, aquifer recharge water, or even potable use. At **exp**, our multidisciplinary, integrated team delivers solutions in all aspects of wastewater, from waste stream characterization, water use optimization and wastewater minimization studies, through wastewater collection networks, pumping, sewage and septage treatment, and biosolids management, to outfall structures, aquifer recharge facilities, and grey-water reuse systems.

Our team offers preliminary studies, concept and detailed design, construction, commissioning, and project management services, for industrial, commercial and municipal clients. From primary solids removal to complete tertiary treatment, and even ultra-pure water systems, we provide the wastewater treatment solutions you need.

1.2.4 Water Services

We provide innovative, integrated and practical solutions to municipalities, water utilities, and private water users to meet their water supply needs. From research, through water system planning and resource development, to water treatment and distribution, as well as water system operations, we offer support across the full water asset life-cycle. Our services include the planning, design, construction management, commissioning and operational support of the complete water infrastructure. In particular, our multidisciplinary teams of engineers, scientists and technicians implement innovative water treatment solutions to clients around the world, from natural minerals reduction to the removal of trace industrial contaminants. Our experts continually explore emerging technologies in water systems to maximize efficiencies, identify reuse opportunities, and make the most of this precious resource.

1.3 Staff

Exp continues to provide the same quality staff, service and work the heritage companies have provided for over 100 years, and we continue to value our strong client relationships.

Moving ahead, clients have easier access to the highly experienced and creative professionals available at **exp** to ensure the right people provide the right solution. With thousands of people in more than 100 offices across North America and around the world, **exp** can provide the experience and expertise needed to deliver successful project outcomes for our clients and add value to their organization. Whether the project is big or small, we can deliver global expertise from a local presence - for any project - anywhere in the world.

Additional information about **exp**, the firms that merged to create the company, the markets we serve, and the services we provide, is available on our website at www.exp.com.

1.4 Ownership & Corporate Officers

Exp is a privately held company with the employees having a majority ownership.

Vlad Stritesky, P. Eng.	President and Co-CEO
Kevin McKay, P. Eng.	Senior Regional Manager, Northern Ontario
Nolan Dombroski, P. Eng.	Infrastructure Manager, New Liskeard Office

1.5 Business Addresses

<p>exp New Liskeard Office exp Services Inc., 9 Wellington Street, P.O. Box 1208, New Liskeard, Ontario P0J 1P0 Phone: (705) 647-4311 Facsimile: (705) 647-3111 E-mail: nolan.dombroski@exp.com</p>	<p>exp Corporate Head Office exp Services Inc., 56 Queen Street East, Suite 301, Brampton, Ontario L6V 4M8 Phone: (905) 796-3200 Facsimile: (905) 793-5533</p>
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1.6 Exp Certifications

Exp Services Inc. is:

- A member of Consulting Engineers of Ontario (CEO);
- A member of the Association of Consulting Engineers of Canada (ACEC);
- Certificate of Authorization with Professional Engineers of Ontario (PEO);
- Certificate of Authorization with Professional Geoscientists of Ontario (APGO);
- A member of the National Ground Water Association (NGWA);
- A member of The Ontario Association of Certified Engineering Technicians and Technologists (OACETT); and
- A Member of the Air and Waste Management Association (AWMA).

2 Project Understanding

We understand that the City of Temiskaming Shores (City) is requesting detailed engineering design services such that the City can have “shovel-ready” tender documents for the completion of approximately 565 m of complete road reconstruction on Albert Street in Haileybury from Rorke Avenue to Bruce Street. The scope includes Schedule A+ Class EA, MOECC ECA application, detail design and capacity analysis based on a 20-year planning horizon of sanitary, storm and water systems. The design will consider work required at the adjoining intersections to ensure continuity in future work. The Deliverables will include shovel-ready drawings, project construction cost estimate, detailed design brief and tender documents.

It is our understanding that the City is intending to request funding assistance through the Ontario Community Infrastructure Fund—Third Intake in the Fall of 2017 with potential announcements to take place in February 2018. If successful, the City wishes to commence construction as soon as possible with a completion date of November 2018. It is the intent of **exp** to complete this project before **August 31, 2017**. See Appendix B for a breakdown of schedule.



3 Proposed Methodology

3.1 General

Our proposed methodology takes into account the tasks listed within the proposal as we understand them, which is described in the sections below.

3.2 Design

3.2.1 *Project Start-Up Meeting*

The Project Manager from **exp** will attend a Project Start-Up Meeting at the City of Temiskaming Shores Office. If our firm is successful in securing this project, we will contact the City to schedule the Project Start-Up meeting within one week of notification of award. Our Project Manager will record the minutes of the meeting and submit the minutes to all affected parties within five (5) business days. Changes to the minutes will be made as required.

3.2.2 *Project Management*

Exp's success in North America & internationally as a multi-disciplinary full service delivery firm is directly tied to our effective communication and project management controls. We are committed to providing superior value and service to our customers and sustained profitability to our shareholders by investing in our people and practices. On an ongoing basis, **exp** invests significant resources back into the firm, providing our project managers with the necessary, industry-common training, resources and tools to deliver projects on time and on budget. For example: Annually, **exp** conducts a mandatory internal project management training workshop for all project managers and aspiring junior staff, demonstrating commitment to excellence in project planning.

Also, **exp** maintains on all large projects an QA/QC Manager who acts in conjunction with the assigned Project Manager to verify that both the Client's and **exp's** Policies and Procedures as established for the Project have been correctly and appropriately implemented.

3.2.3 *Coordination with the City of Temiskaming Shores Public Works Staff*

The City of Temiskaming Shores Public Works Staff will play a major role in the project. The City is the key stakeholder in the project, and it will be important for **exp** to include Public Works Staff throughout the design process. We propose monthly face-to-face meetings with City staff, operators and key stakeholders to ensure ongoing City input and continuity in the design process.

3.2.4 *Time Sheet Logs*

Our firm utilizes Deltek Vision software for timesheet and invoices. Every invoice submitted could include employee's hours and descriptions if requested by the City.

3.2.5 *Design Review Meetings*

After completion of preliminary design milestones, a design review meeting will be held with City officials to explain how the design will meet the City's needs. Topics of discussion will include water system analysis results, watermain layout, Sanitary design calculations, sanitary sewer layout, storm system design and layout, road reconstruction, utility conflicts, estimated construction costs, and cost saving alternatives.

These meetings will occur at the 40% and 90% design complete stages. In this manner, City staff, as well as Operations personnel, will be able to comment on the evolution of the design. Comments/suggestions from these reviews will be incorporated into the design being mindful of the potential cost (or savings) implications.

3.3 Pre-Engineering and Field Work

3.3.1 Topographic Surveying

3.3.1.1 Scope

Our survey crew will provide a topographic/engineering survey, base drawings and Digital Terrain Model (DTM). The information will be used for the detailed design of this project.

The topographic survey and base plans will detail all site features required for detail design of roads, drainage and other improvements. Topographic detail will include:

- Drainage features will be detailed including all drainage structures, sanitary structures, road drainage courses and adjacent drainage
- Hard surface items which include crown of road, asphalt edges, curbs and sidewalks
- Above ground and buried utilities including poles, guy wires and terminal boxes
- Bush lines and buildings and individual trees/shrubs
- ROW monuments will be located and shown on the base plans
- Take a sufficient number of photographs to clearly identify the condition of all elements in their preconstruction condition.

3.3.1.2 Project Horizontal and Vertical Control

Approximately six (6) project control monuments will be set. These will consist of securely placed monuments that can be utilized during construction. UTM coordinates and Geodetic elevations will be transferred to the sites by either conventional survey methods or by Static GPS measurements.

The topographical survey will be collected from the controlled network of survey points to ensure accuracy of data.

3.3.1.3 Base Plan and Drawings

Base drawings and DTM will conform to standards required by the City with respect to drawing layering structure and labelling. The drawings will be at a scale of 1:500 with profile drawings to match the base plan limits. The ROW and legal limits of the roads will be plotted on the drawing to an accuracy of greater than 0.3m +/-.

The final design alignment will be shown on the drawings. Horizontal and Vertical Alignment (H&V) sheets will be prepared to reflect the water line layout data and all survey points. The H&V will form part of the contract documents to aid in layout of the new watermain during construction.

Plans will be prepared in Civil 3D 2016 which is compatible with AutoCAD 2010. The DTM and TIN will be delivered in an xml format which could be used in any design layout program that may be used in the future.

3.4 Detailed Design

Once the City has reviewed accepted preliminary design, **exp** will prepare Engineering Drawings for the Buried Infrastructure – Plan/profile drawings for each street will be prepared using AutoCAD Civil 3D. The drawings will include the roadway rehabilitation design, as well as the buried infrastructure design. Detail sheets will be prepared, as required, highlighting specific elements of the project.

3.4.1 Sanitary Sewer

For the Design of the Sanitary Sewer the following tasks will be completed:

- Review of existing sanitary sewers capacity including service locations.
- Calculate Sanitary Catchment Area.
- Calculate Removal Quantities.
- Design of the Sanitary Sewer will be based on a 20-year planning horizon.

3.4.2 Watermain

For the Design of the Watermain the following tasks will be completed:

- Review of the existing watermain and service locations.
- The Review of the Autocad/WaterGems Water Model.
- Design of the Watermain will be based on a 20-year planning Horizon.
- Verify Fire flow.

3.4.3 Road Reconstruction

For the completion of the detailed engineering design for the road reconstruction the following tasks will be executed:

- Review of the Existing Horizontal and Vertical Alignments and Identify Potential Improvements.
- Generate Typical Cross-Section(s) for Road Reconstruction.
- Prepare Engineering Drawings of the Road Reconstruction and Buried Infrastructure.

The Road Reconstruction will include consideration for future construction of the adjoining infrastructure networks.

3.4.4 Construction Drawings

For the completion of the Construction Drawings, the following tasks will be executed:

- Note and record recommendations regarding the restoration work required for the new watermain within the contract area, and incorporate these findings into the tender documents.
- Prepare Engineering Drawings of the Road Reconstruction and Buried Infrastructure
- Prepare Removals Drawings
- Prepare General and Detail Drawing
- Confirm any utility conflicts, advise City, and provide copies of design drawings to affected utilities. Identify and advise the City regarding any potential conflicts involving utilities, private property, etc.; provide technical assistance for purpose of resolving such conflicts, including the co-ordination of any legal surveys that may be required.
- Confirm any property acquisition that is required, and advise City; provide copies of design drawings with property requirements highlighted.
- Complete detailed design review.

3.4.5 Contract Specifications

For the completion of the Contract Specifications the following tasks will be executed:

- Prepare a comprehensive list of contract items based upon the final design and calculate a construction quantity for each of these items.
- Determine unit prices (or lump sum amounts) for each of the proposed contract items and prepare a detailed construction cost estimate for the project.
- Prepare General and Detail Drawing
- Prepare Pre-tender estimates for the total Project upon completion of the final design. Include in this work the calculation of tender quantities, material list, etc., as appropriate
- Issue 90% drawings and specifications to City for review
- Final Design Meeting Attend meetings to review design progress, co-ordinate the project with the City and to resolve any conflicts (e.g. utilities, property, etc.).

3.4.6 Environment Assessment and ECA application

For the completion of the Environmental Assessment and Environmental Compliance Approval application processes, the following tasks will be executed:

- Make recommendations on the offset and placement of new watermain in relation to existing and according to all MOE guidelines.
- Comply with Municipal Class EA requirements for a Schedule A+ project.
- Prepare Drinking Water Works Permit (DWWP) application as required.
- Immediately inform the City's Project Manager of any critical defects or deficiencies, and all unsafe conditions which are discovered in the field.

3.4.7 Tender Documents

In preparation for the project tender, **exp** will be finalizing all design details as well as incorporating the City's standards into the specifications. During this stage, special attention will be made to ensure a detailed set of construction documents are prepared that are clear, concise and accurate. In addition **exp** will make use of OPS specifications wherever possible. In the final selection of materials, **exp** will equally consider the construction budget, maintenance requirements and life expectancy.

3.5 Value Added Services

3.5.1 General

Exp has a long and successful history of working in concert with the City. We have extensive records on all municipal infrastructure systems in the City, and detailed knowledge of the road, water and sewer network in the Municipality. Below is some specific value added services that we can bring to this project.

3.5.2 Haileybury Water Model

Exp has previously completed a hydraulic model of the Town of Haileybury and North Cobalt. This model will be used to analyze the water pressures in the Albert Street area and ensure proper fire flow is available. The hydraulic model of the Haileybury/North Cobalt water system has been built in Water CAD/Water Gems software. This complete and current model of the Haileybury/North Cobalt water system will be utilized to verify the preliminary design decisions that have been made for this project.

3.5.3 Design Documentation

Exp was the contract administrator for the low portion of Albert Street completed in 2008. As such, we have all of the as-constructed drawings and road cross section data in our office. This will be of great assistance in the design to ensure minimal utility conflicts, alignment issues and establishing appropriate restoration.

4 Project Staffing

We have identified experienced, knowledgeable and dedicated project staff to undertake this assignment. Each member of our proposed team has experience in infrastructure design, including watermains.

4.1 Senior Design Review QA/QC: James Hawken, P. Eng.

James Hawken, P. Eng., will assume the role of Senior Reviewer for the linear infrastructure component of this project. James is a Water Resources Engineer with more than thirty years of experience, primarily in the design of water and wastewater systems. He has managed numerous multi-disciplined water and sewer design and construction projects, and is well versed in MOE requirements for receipt of Approval. James will act in an advisory capacity to the project technical team.

4.2 Project Engineer/Project Manager: Nolan Dombroski, P. Eng.

Nolan will assume the role of Project Engineer. Nolan is a Civil Engineer with experience primarily in the design of Highways, Municipal Road, Water and Wastewater System. Nolan works out of the New Liskeard office where he is the Office Manager. He has managed numerous multi-disciplined water and sewer design and construction projects, and is well versed in M.O.E. requirements for receipt of approval. His project management experience includes:

- Kapuskasing Government Road Sewage Pumping Station (2014)
- Reconstruction of Montgomery Avenue and Egerton Street (2014)
- Temiskaming Shores Water Linking Project (2015)

4.3 Terry Pascoe, EIT

Terry began his employment with the New Liskeard **exp** office as an Engineer-In-Training in 2012. His employment has included site inspections on MTO highway and bridge projects as well as sanitary, storm, watermain, drainage, and roadway design under the supervision of James Hawken, P. Eng., and Nolan Dombroski, P. Eng. Terry will assist the team in the design of this project.

4.4 Senior Technologist: Shawn Sadler C. Tech

Mr. Sadler is a C. Tech with 12 years of varied experience in both design and construction of municipal infrastructure projects. He will assist in the design of this project. Shawn is based out of the New Liskeard office and will maintain close communication with the City throughout this project. His construction experience includes several years of municipal infrastructure design, construction administration, and inspection on following infrastructure projects among others:

- City of Temiskaming Shores North Cobalt Water Stabilization (2016)
- Town of Englehart Watermain Replacement (2013)

5 Safety

Exp will follow the requirements for the safety and protection of workers in the field, including protective clothing, traffic control and protection devices, and any and all measures required.

All field inspections will be carried out in accordance with the Occupational Health and Safety Plan that will be developed by **exp**. All signing will be in accordance with Ministry requirements and manuals for traffic control devices. Field inspections will be carried out so as to minimize the impact on flow of traffic.

The City will be kept informed of the progress of the work on a regular basis. To this end, the City's Contact will be copied on all pertinent correspondence. The City's Contact shall be advised of significant problems and issues arising, including options considered and solutions adopted. The City will be consulted about major deviations from standards, specifications and procedures prior to their implementation, and be advised of any potential problems.

6 Human Resources Management Plan

Ongoing communication and proactive issue identification are critical to the success of any large project or program and becomes more important as the complexity and intensity of the project increases. **Exp** has developed very effective inter-office communication tools and protocols for managing multi-disciplinary, multi-office projects across North America.

Exp commits to keeping the named individuals in the designated roles as required and/or to replace them with "equivalent or better" if at all required. **Exp** will communicate well in advance with the City of Temiskaming Shores should this event become a reality. **Exp** has the full breadth of the company to choose from, and significant depth in each of the required specialties.

Our Project team is committed to ensuring that this project proceeds according to scope, schedule and budget and to the complete satisfaction of the City of Temiskaming Shores staff and stakeholders.

7 Exp Corporate Experience on Similar Projects

Elm Street Reconstruction & Robert Street Lift Station

New Liskeard, Ontario CANADA

Client

Corporation of the City of
Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario P0J 1K0
Doug Walsh/Dave Treen
+1.705.672.3363

Timeline

Completed: ongoing (design stage)
Project Duration: 2011-

Project Phase

- Preliminary Design
- Detailed Design
- Tendering
- Contract Administration

Project Value

To Be Determined

Project Manager

Nolan Dombroski, P. Eng.

Technical Team

H. J. Hawken, P. Eng.
D. Ridley CET
T. Pascoe E.I.T.

Project Overview

This project involves the replacement of the sanitary and storm collection services that was originally constructed in the late 1960s. A new sanitary pumping station will be installed by the Robert/Elm intersection. This pumping station will be sized based upon the peak flows of the New Liskeard East catchment area which includes the FPT Subdivision. The peak estimated flow for these areas is approximately 87 L/s. The rerouting of the existing sanitary sewers will reduce the flows to the existing inverted syphon located at the intersection of Katharine Street and Murray Avenue.

Exp Services Inc. was retained by the City of Temiskaming Shores to provide engineering services required to construct a new lift station, and to implement improvements to the existing Watermains, Storm and Sanitary Sewer Systems.

Services included detailed pre-engineering surveys; detailed hydraulic design including roadway, hydrology review, municipal infrastructure; identification of utility conflicts and verification of proposed utility relocation; preparation of the construction contract package

The construction of a new sanitary pumping station is necessary to accommodate the anticipated construction of a new subdivision as well as road reconstruction including infrastructure and the diversion of an existing syphon to the Whitewood Avenue pumping station.

Shepherdson Road Sanitary Extension Line

Temiskaming Shores, Ontario CANADA

Client

Corporation of the City of
Temiskaming Shores
Mr. Doug Walsh, CET, Director of
Public Works
+1.705.672.3363

Timeline

Completed: 2012
Project Duration: 2011-2012

Project Phase

- Preliminary Design
- Detailed Design
- Tendering
- Contract Administration

Project Value

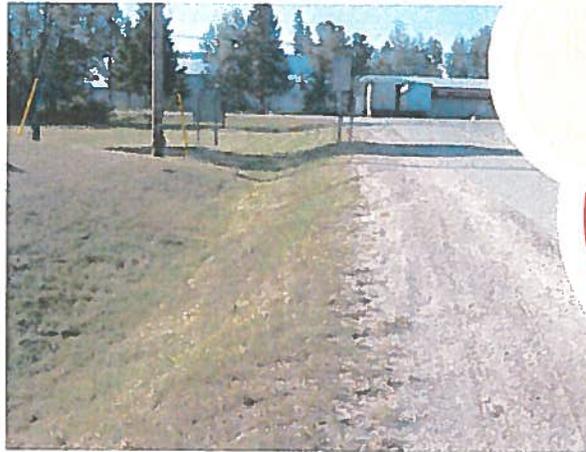
\$300K

Project Manager

N. Dombroski, E.I.T

Technical Team

H. J. Hawken, P. Eng.
D. P. Farrow
B. J. Duncan



Project Overview

Exp Services Inc. was retained by the City of Temiskaming Shores to design a new sanitary sewer extension to accommodate the expansion of the 3H manufacturing facility located at the south end of Shepherdson Road. The sanitary sewer extension involved installing approximately 287 m of 200 mm diameter SDR35 sewer pipe and six manholes along the pipe route.

Highway 11/Government Road Reconstruction

Kapuskasing, Ontario CANADA

Client

Corporation of the Town of
Kapuskaing
88 Riverside Drive
Kapuskasing, Ontario P5N 1B3
Eric Cote, Public Works Manager
+1.705.337.4253

Timeline

Completed: 2016
Project Duration: 2014-2016

Project No.

NWL-01401019

Project Phases

- Preliminary Design
- Detailed Design
- Tendering
- Contract Administration

Project Value

\$6.5 million

Project Manager

Nolan Dombroski, P. Eng.

Technical Team

Nolan Dombroski, P. Eng.
H. J. Hawken, P. Eng.
Dalton Farrow
T. Pascoe E.I.T.

Project Overview

This project involved the complete reconstruction of Government Road from Riverside Drive to Golf Street. Major tasks that defined this project were the design of a new 4.5 meter diameter culvert, including the necessary temporary detours and the geometric updates to Highway 11/Government Road to allow for 1 additional lane of traffic. Minor upgrades included Sanitary, Storm and Water linear infrastructure.

Exp Services Inc. was retained by the Town of Kapuskasing to provide engineering services required to complete the above mentioned work.

7.1 Client References

The following client references have been included in this proposal:

Town of Kapuskasing Yves Labelle 705-337-4253 yves.labelle@kapuskasing.ca	Eveline Gauvreau (705) 647-6261 eveline@ntl.sympatico.ca
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8 Exp's Environmental, Health and Safety Policy

At **exp**, we are committed to fostering excellence in environment, health and safety (“EHS”) performance in all aspects of our business. We strive to create an injury-free and environmentally responsible workplace for the benefit of our employees, our clients, our business partners and the communities where we work. Excellence in the management of EHS responsibilities and issues is a fundamental corporate responsibility and part of the **exp** way of doing business.

Exp's Executive Committee has overall responsibility for EHS matters and leads the strategic direction and performance monitoring of activities carried out by the EHS function in the company. Our business unit leaders also have overall accountability for EHS matters within their businesses and are responsible for implementing organizational arrangements to ensure compliance with this policy and applicable laws.

Exp's employees, at all levels, have a personal responsibility to take due care and follow the company's EHS rules. They also have a responsibility to warn others of potential hazards and unsafe behaviors. Fulfilling these responsibilities is an employment obligation and is consistent with **exp**'s Worldwide Code of Ethics and Business Conduct.

Exp conducts its business in accordance with the following key EHS principles and is dedicated to creating effective management systems that are based upon the following:

- Meeting or exceeding all applicable laws, regulations and other requirements to which **exp** is subject and monitoring compliance with such requirements through periodic assessment;
- Commitment to an injury-free workplace through employee involvement and continual improvement in EHS performance and hazard reduction;
- Robust training systems to ensure that all persons working for or on behalf of the company are competent to fulfill their EHS responsibilities;
- Promotion of health and wellness of our employees;
- Consideration of EHS issues during acquisitions and divestitures;
- Selecting competent subcontractors who will commit to complying with **exp**'s EHS standards and requirements;
- Communicating with persons working for, or on behalf of, **exp** and other stakeholders regarding **exp**'s EHS policies, programs and performance;
- Update and report to the Executive Committee, on a periodic basis, performance in respect of EHS goals and related metrics for continuous improvement.

Overall, **exp** is committed to continually improving our EHS standards, culture and performance and will continue to maintain appropriate controls to ensure compliance with this policy.

9 Insurance

Exp Northern Ontario Region, as part of **exp** Services Inc., is a Professional Consulting Engineering firm, and as such, Professional Liability insurance for any actual or alleged error, omission, or negligent act arising out of the professional services provided by **exp**, including environmental services, is provided.

Exp's Professional Liability Insurance limits are as follows:

	Professional Liability	Pollution Liability
Limit of Liability	\$ 5,000,000	\$ 5,000,000
Aggregate Limit	\$ 5,000,000	\$ 5,000,000

The insurance includes coverage for liability arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, including, but not limited to, any solid, liquid, gaseous or thermal irritants, toxic or hazardous substances, and contaminants.

Exp's basic Comprehensive General and Non-owned Automobile Liability Insurance coverage is \$1,000,000. Increased liability limits may be negotiated upon the Client's written request, prior to commencement of services, and agreement to pay an additional fee.

10 Addenda

We acknowledge that no addenda were received for this project.

11 Project Budget & Schedule

Based upon the information provided with respect to data gathering, analysis and deliverables methodology described in the previous sections, we hereby quote an upset limit of **\$34,500.00**, excluding HST.

Exp has assumed that the intended purpose of the geotechnical investigation is to quantify the rock removal that may be required. Based upon this assumption, we have included rock probing at a frequency of approximately 35 meter intervals.

The project budget breakdown is attached as Appendix A.

Exp commits to having the completed tender package by **August 31th, 2017**, as further detailed in the Project Schedule attached as Appendix B.

We have also submitted the required City of Temiskaming Shores forms as Appendix C:

- Stipulated Price Bid
- Non-Collusion Affidavit
- Conflict of Interest Declaration

12 Appendix A – Project Budget Breakdown

13 Appendix B – Schedule of Engineering Services

14 Appendix C – City of Temiskaming Shores Forms

**City of Temiskaming Shores
PW-RFP-001-2017
Eng. Services – Albert Street Reconstruction**

NON COLLUSION AFFIDAVIT

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

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

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

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

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

Signed



(Nolan Dombroski)

Company Name

Exp Services Inc.

Title

Infrastructure Manager

City of Temiskaming Shores

PW-RFP-001-2017

Eng. Services – Albert Street Reconstruction

Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

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

Dated at, Temiskaming Shores, this 26th day of January, 2017.

FIRM NAME:

Exp Services Inc.

BIDDER'S AUTHORIZED OFFICIAL:

Nolan Dombroski

TITLE:

Infrastructure Manager

SIGNATURE:



The Corporation of the City of Temiskaming Shores
By-law No. 2017-018

**Being a by-law to authorize a Lease Agreement with
Chieftain Dairy Farms to permit the Cultivation of
Municipal Land – Roll No. 54-18-020-002-066.20**

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

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

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

And whereas Council considered Administrative Report No. CS-007-2017 at the February 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Lease Agreement with Chieftain Dairy Farms for Parts 1, 3, 5, 7, 9 and 11 on Plan 54R-4826 (4.62 Ac.) for cultivation purposes for consideration at the February 7, 2017 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to execute the Lease Agreement with Chieftain Dairy Farms for the use of municipal land for cultivation purposes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 7th day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-018

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Chieftain Dairy Farms

for Cultivation purposes on Lands owned by
The City of Temiskaming Shores
Roll No. 5418-020-002-066.20

This agreement, made this 7th day of February, 2017.

Between:

The Corporation of the City of Temiskaming Shores
(Hereinafter referred to as the "the City")

And:

Chieftain Dairy Farms
(Hereinafter referred to as "the Benefactor")

Whereas the City is the owner of real property legally described as:

Parts 1, 3, 5, 7, 9 & 11 on Plan 54R-4826 ; Parcels 25415 SST & 25416
SST – Roll No. 54-18-020-002-066.20 (Approximately 4.62 Ac)

And whereas the Benefactor wishes to use the Lands for cultivation purposes;

Now therefore, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. The word "Cultivation" as used in this agreement shall mean the process of seeding, growing, bailing and removal of hay for use in the feeding of farm animals.
2. The Benefactor shall have the right to use the Lands for cultivation for the term of this Agreement which commences **January 1, 2017** and ends **December 31, 2020** unless the Agreement is terminated early by either party.
3. The Benefactor shall have no right to use the Lands for any other purpose than cultivation, and shall commit no act on the Lands which would constitute a nuisance to any other person.
4. The Benefactor shall not be entitled to use pesticides or herbicides on the Lands without the prior written consent of the City.
5. At the termination of this Agreement, the Benefactor shall leave the Lands in no worse condition than existed at the date of signature of this Agreement.
6. The Benefactor shall pay to the City for the rights granted herein, the sum of **\$12.01/Ac./annum (\$55.50/yr)** payable in advance on or before the 1st day of May in each year.
7. Either party may terminate this agreement on not less than thirty (30) days written notice to the other. Unless the Lands are required by the City for an immediate purpose, it shall terminate the Agreement in any year until the Benefactor has had a reasonable opportunity to remove his hay crop from the Lands.

8. The Benefactor shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from his use of the Lands.
9. The Benefactor shall on or before the **1st day of May** in each year, provide proof of liability insurance in the amount of **\$2 million** for the lands and all activities carried out thereon during use by the Benefactor.
10. The Benefactor shall not be entitled to assign the benefit of this agreement without the consent in writing of the City, which consent may not be unreasonably withheld.

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

Signed and Sealed in)
the presence of)

Chieftain Dairy Farms

Owner/Operator – Basil Loranger

Witness

Print Name: _____

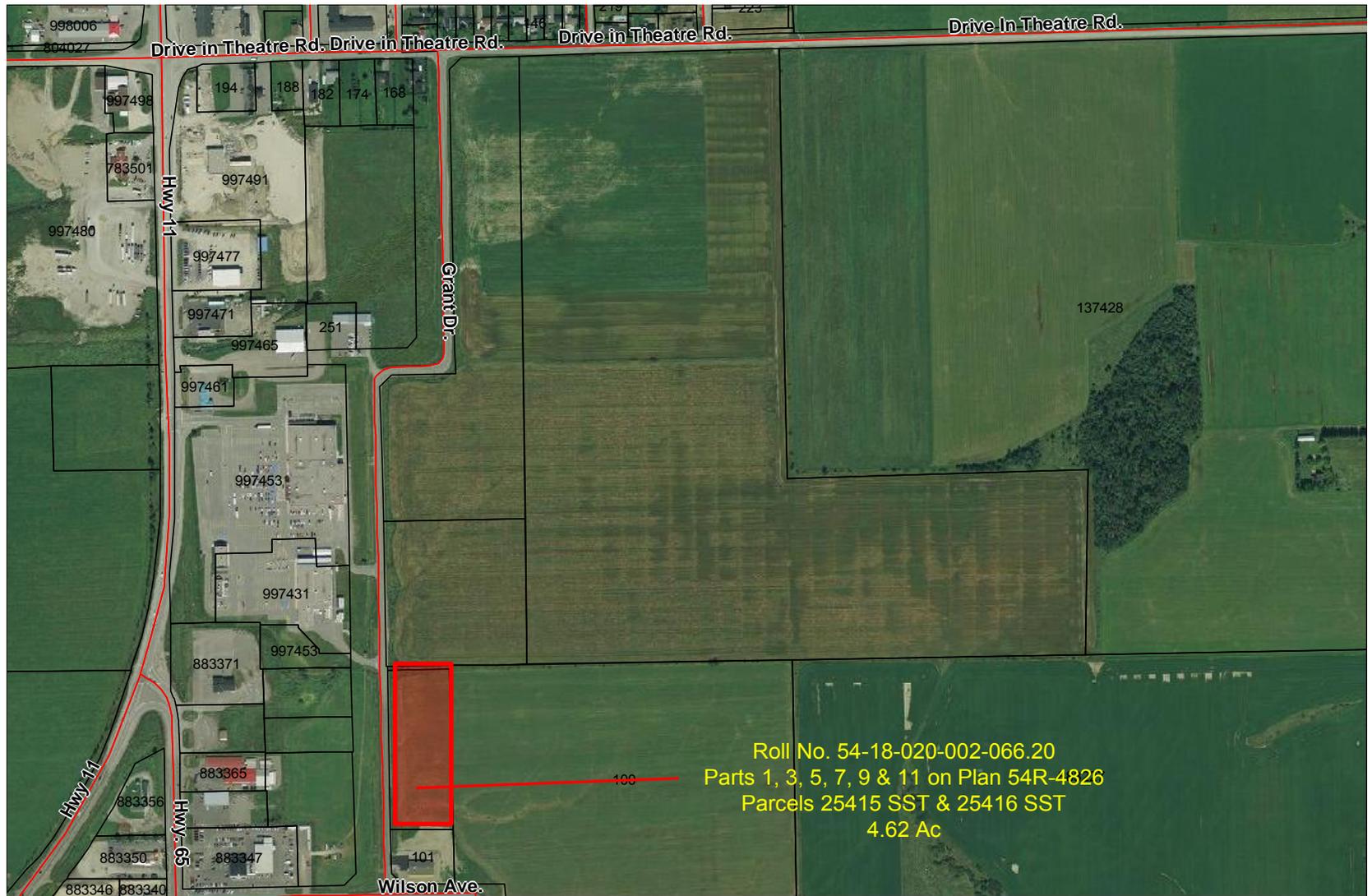
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores

By-law No. 2017-019

Being a by-law to authorize a Lease Agreement with Miller Farms Inc. to permit the Cultivation of Municipal Land – Roll No. 54-18-020-002-069.06

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

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

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

And whereas Council considered Administrative Report No. CS-007-2017 at the February 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Lease Agreement with Miller Farms Inc. for Pats 1, 3, 5, 7, 9 and 11 on Plan 54R-4826 (4.62 Ac.) and Part 2 on Plan 54R-5247 (8.70 Ac.) for cultivation purposes for consideration at the February 7, 2017 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to execute the Lease Agreement with Miller Farms Inc. for the use of municipal land for cultivation purposes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 7th, day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-007

Lease Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Farms Inc.

for Cultivation purposes on Lands owned by
The City of Temiskaming Shores
Roll No. 54-18-020-002-069.06

This agreement, made this 7th day of February, 2017.

Between:

The Corporation of the City of Temiskaming Shores
(Hereinafter referred to as the "the City")

And:

Miller Farms Inc.
R.R. # 1 / 065133 Miller Lane / Thornloe, Ont. / P0J 1P0
(Hereinafter referred to as "the Benefactor")

Whereas the City is the owner of real property legally described as:

Part 2 on Plan 54R-5247 – Roll No. 54-18-020-002-069.06
Approximately (8.70 Ac)

And whereas the Benefactor wishes to use the Lands for cultivation purposes;

Now therefore, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. The word "Cultivation" as used in this agreement shall mean the process of seeding, growing, bailing and removal of hay for use in the feeding of farm animals.
2. The Benefactor shall have the right to use the Lands for cultivation for the term of this Agreement which commences **January 1, 2017** and ends **December 31, 2020** unless the Agreement is terminated early by either party.
3. The Benefactor shall have no right to use the Lands for any other purpose than cultivation, and shall commit no act on the Lands which would constitute a nuisance to any other person.
4. The Benefactor shall not be entitled to fertilize the Lands or to use pesticides or herbicides on the Lands without the prior written consent of the City.
5. At the termination of this Agreement, the Benefactor shall leave the Lands in no worse condition than existed at the date of signature of this Agreement.
6. The Benefactor shall pay to the City for the rights granted herein, the sum of **\$12.01/Ac./annum (\$105/yr)** payable in advance on or before the 1st day of May in each year.
7. Either party may terminate this agreement on not less than thirty (30) days written notice to the other. Unless the Lands are required by the City for an immediate purpose, it shall terminate the Agreement in any year until the Benefactor has had a reasonable opportunity to remove his hay crop from the Lands.

8. The Benefactor shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from his use of the Lands.
9. The Benefactor shall on or before the **1st day of May** in each year, provide proof of liability insurance in the amount of **\$2 million** for the lands and all activities carried out thereon during use by the Benefactor.
10. The Benefactor shall not be entitled to assign the benefit of this agreement without the consent in writing of the City, which consent may not be unreasonably withheld.

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

Signed and Sealed in
the presence of)

Miller Farms Inc.

Owner/Operator – Byron Miller

Witness

Print Name: _____

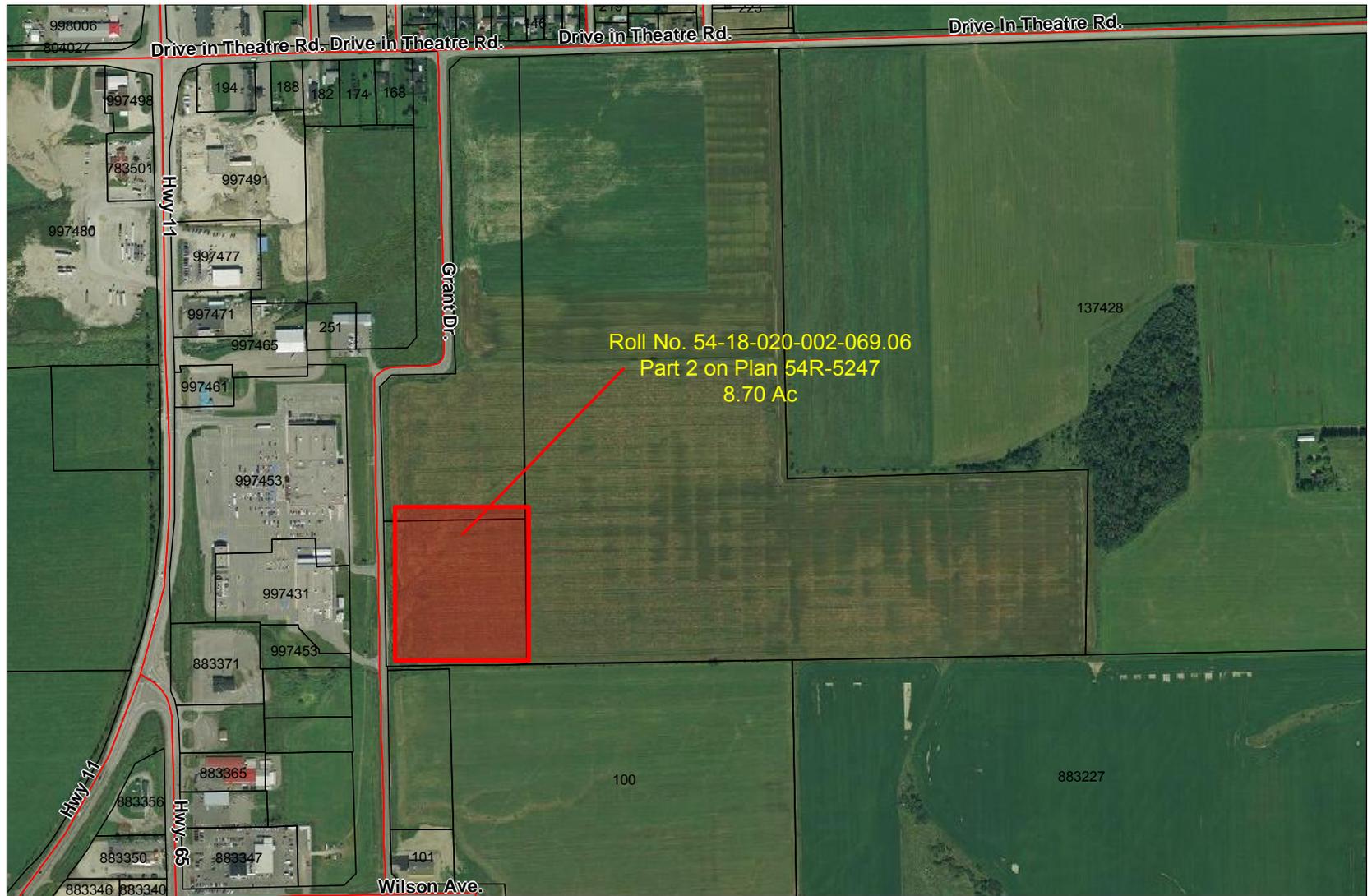
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores

By-law No. 2017-020

Being a by-law to authorize the execution of an agreement between the Corporation of the City of Temiskaming Shores, the Corporations of the Townships of Armstrong, Casey Chamberlain, Charlton & Dack, Coleman, Evanturel, Harley, Hilliard, Hudson, James, the Town of Englehart and the Village of Thornloe to establish the Earlton-Timiskaming Airport Authority

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

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

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

And whereas under Section 203 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the power to establish corporations;

And whereas under Section 70 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality may, if one of the purposes for so acting is for its own purposes in relation to airports in the municipality, exercise its powers under subsection 10 (1) or 11 (1), paragraph 7 of subsection 10 (2), paragraph 7 of subsection 11 (2) or paragraph 2 of subsection 11 (3) in relation to airports in the municipality, in another municipality or in unorganized territory;

And whereas Council considered Administrative Report No. CS-004-2017 at the February 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement to establish the Earlton-Timiskaming Regional Airport Authority with thirteen area municipalities to provide for the joint ownership, management and funding of the Earlton-Timiskaming Airport for consideration at the February 7, 2017 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into an agreement with the Corporations of the Townships of Armstrong, Casey Chamberlain, Charlton & Dack, Coleman, Evanturel, Harley, Hilliard, Hudson, James, the Town of Englehart and the Village of Thornloe to establish the Earlton-Timiskaming Airport Authority, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.

2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 7th day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

THIS AGREEMENT MADE THIS 7th DAY OF FEBRUARY, 2017.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ARMSTRONG
(Hereinafter called "Armstrong")
PARTY OF THE FIRST PART

and

THE CORPORATION OF THE TOWNSHIP OF CASEY
(Hereinafter called "Casey")
PARTY OF THE SECOND PART

and

THE CORPORATION OF TOWNSHIP OF CHAMBERLAIN
(Hereinafter called "Chamberlain")
PARTY OF THE THIRD PART

and

THE CORPORATION OF THE MUNICIPALITY OF CHARLTON/DACK
(Hereinafter called "Charlton/Dack")
PARTY OF THE FOURTH PART

and

THE CORPORATION OF THE TOWNSHIP OF COLEMAN
(Hereinafter called "Coleman")
PARTY OF THE FIFTH PART

and

THE CORPORATION OF THE TOWN OF ENGLEHART
(Hereinafter called "Englehart")
PARTY OF THE SIXTH PART

and

THE CORPORATION OF THE TOWNSHIP OF EVANTUREL
(Hereinafter called "Evanturel")
PARTY OF THE SEVENTH PART

and

THE CORPORATION OF THE TOWNSHIP OF HARLEY
(Hereinafter called "Harley")
PARTY OF THE EIGHTH PART

and

THE CORPORATION OF THE TOWNSHIP OF HILLIARD
(Hereinafter called "Hilliard")
PARTY OF THE NINTH PART

and

THE CORPORATION OF THE TOWNSHIP OF HUDSON
(Hereinafter called "Hudson")
PARTY OF THE TENTH PART

and

THE CORPORATION OF THE TOWNSHIP OF JAMES
(Hereinafter called "James")
PARTY OF THE ELEVENTH PART

and

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(Hereinafter called "Temiskaming Shores")
PARTY OF THE TWELFTH PART

and

THE CORPORATION OF THE VILLAGE OF THORNLOE
(Hereinafter called "Thornloe")
PARTY OF THE THIRTEENTH PART

WHEREAS the thirteen municipalities desire to enter into an agreement for the establishment of the Earlton-Timiskaming Regional Airport Authority, to provide for the joint ownership, management and funding of a joint airport undertaking.

AND WHEREAS the provision of the Municipal Act, 2001 S.O. 2001, c.25 , as amended, Section 203 provides the authority for municipal councils to establish corporations and Section 70 provides that a municipality may exercise its powers under the Municipal Act in relation to airports in another municipality;

AND WHEREAS the Airport is located in the Township of Armstrong, in the District of Timiskaming, municipally known as 106272 Airport Road, more particularly described in Schedule "A".

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual terms and conditions herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) the parties hereto hereby covenant and agree with each other as follows:

1. The control and management of the Airport referred to above in the Township of Armstrong shall be entrusted to the Authority, which Authority shall be known as the Earlton-Timiskaming Regional Airport Authority (the "ETRAA");
2. Each Party Municipality shall appoint one Member to the ETRAA's Board of Directors, who shall in turn act as the Director representing the Party Municipality. Each Member shall have one vote. It is further agreed that each Member shall hold office until a successor is appointed by the respective municipality;
3. Each Party Municipality and its respective appointed Members agree to be bound by the Bylaws, attached at Schedule "B".
4. Each Party Municipality shall collectively contribute to the funding of the operations of the Airport on the basis of an annual levy, apportioned according to the population of each municipality as per the most recent Census available from time to time. The amount of this levy will be set by the ETRAA, from time to time and for 2017 shall be \$9.03 per capita.

5. The fiscal year of the ETRAA shall be January 1st to December 31st.
6. An Executive Committee shall monitor and co-ordinate the most important activities of airport operations and propose amendments and developments of airport operation to the ETRAA board.
7. The Executive Committee shall have active members appointed as follows:
 - (1) From Englehart;
 - (1) From Armstrong;
 - (1) From Temiskaming Shores; and
 - (2) as determined by the other ten (10) municipalities.

The municipal appointments to the executive committee are not required to be members of their respective municipal councils.

8. The Airport Authority is a community-based, non-share capital corporation, incorporated to operate, manage and maintain and invest in the asset it manages.
9. The ETRAA will develop a 5 year operational plan in its first year, for the 2018-2022 period, to be reviewed by the Board of Directors. The ETRAA will apply for grant approvals to cover any part of capital upgrades during this period.
10. The 2018-2022 Operational Plan shall be approved by the municipal councils of each participating municipality and approvals provided to the ETRAA three months prior to December 31, 2017 ("OP Approval Deadline"). The terms of the 2018-2022 Operational Plan shall be binding on all participating municipalities.
11. If approvals are not submitted by all participating municipalities by the OP Approval Deadline, the assets of the ETRAA shall be distributed in accordance with the Articles of Incorporation of the ETRAA and Notice shall be provided to the Corporation of the Township of Armstrong to exercise its option to purchase the assets of the ETRAA.
12. This Agreement shall not be changed or amended without prior written consent from all Party Municipalities;
13. Any differences between the parties as to their rights or obligations under the Agreement and to the affairs of the ETRAA that are not settled by mutual agreement after thorough discussion, shall be referred to a single arbitrator, both parties to agree upon, otherwise three arbitrators, one to be appointed by each party and the third to be chosen by the two named.
14. A quorum of the ETRAA shall be 50% of the members plus one. A vote at a meeting must be carried by the majority of those present at the meeting and voting;

15. a) The Parties hereto acknowledge and agree that where two or more Party Municipalities amalgamate, this Agreement shall enure to the benefit of and be binding upon the Successor Municipality;

b) Where any Party Municipality amalgamates with one or more Non-Party Municipality, this Agreement shall enure to the benefit of and be binding upon the Successor Municipality.

IN WITNESS WHEREOF the Parties have hereunto affixed their corporate seals duly attested by their proper officers in that behalf.

SIGNED , SEALED AND DELIVERED	)	THE CORPORATION OF THE TOWNSHIP OF ARMSTRONG
)	
	)	Per: _____
	)	Mayor: _____
)	_____
	)	Clerk: _____
)	
	)	THE CORPORATION OF THE TOWNSHIP OF CASEY
)	
	)	Per: _____
	)	Mayor: _____
)	_____
	)	Clerk: _____
)	
	)	THE CORPORATION OF THE TOWNSHIP OF
	)	CHAMBERLAIN
)	
	)	Per: _____
	)	Mayor: _____
)	_____
	)	Clerk: _____
)	
	)	THE CORPORATION OF THE MUNICIPALITY OF
	)	CHARLTON/DACK
)	
	)	Per: _____
	)	Mayor: _____
)	_____
	)	Clerk: _____
)	

) THE CORPORATION OF THE TOWNSHIP OF
) COLEMAN
)
) Per: _____
) Mayor: _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWN OF
) ENGLEHART
)
) Per: _____
) Mayor: _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWNSHIP OF EVANTUREL
)
) Per: _____
) Mayor: _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWNSHIP OF HARLEY
)
) Per: _____
) Mayor: _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWNSHIP OF HILLIARD
)
) Per: _____
) Mayor: _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWNSHIP OF HUDSON
)
) Per: _____
) Mayor: _____
) Clerk: _____
)

) THE CORPORATION OF THE TOWNSHIP OF JAMES
)
) Per: _____
) Mayor: _____
) Clerk: _____
)

) THE CORPORATION OF THE CITY OF TEMISKAMING
) SHORES
)
) Per: _____
) Mayor: _____
) Clerk: _____
)

) THE CORPORATION OF THE VILLAGE OF THORNLOE
)
) Per: _____
) Mayor: _____
) Clerk: _____
)

Schedule "A"

PIN 61305-0030
PCL 10937 SEC SST;
PT W/12 OF N1/2 LT 7 CON 3 ARMSTRONG
AS IN LT103065 EXCEPT PT 2 H151;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0031
PCL 10952 SEC SST;
PT E1/2 OF N1/2 LT 7 CON 3 ARMSTRONG
AS IN LT103234 EXCEPT PT 1, 5 LT216323,
PT 1 54R2166, PT 5 54R2305, PT 10 54R4904;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0036
PCL 10923 SEC SST;
FIRSTLY: PT LT 7 CON 3 ARMSTRONG
AS IN LT102970 EXCEPT PT 6 54R2305, PT 6, 7
H151;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0037
PCL 11329 SEC SST;
PT N1/2 LT 8 CON 3 ARMSTRONG
AS IN LT104653 EXCEPT PT 3 LT216323;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0038
PCL 6079 SEC SST;
PT N1/2 LT 9 CON 2 ARMSTRONG
AS IN LT70461;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0059
PCL 10936 SEC SST;
PT W1/2 OF N1/2 LT 8 CON 2 ARMSTRONG
AS IN LT103063 EXCEPT LT122397;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0063
PCL 10933 SEC SST;
PT N1/2 LT 9 CON 2 ARMSTRONG

AS IN LT103054 EXCEPT LT122397;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0065
PCL 6043 SEC SST;
PT S1/2 LT 10 CON 2 ARMSTRONG
AS IN LT70015;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0076
PCL 10899 SEC SST;
PT S1/2 LT 10 CON 3 ARMSTRONG
AS IN LT102776 EXCEPT PT 8 LT216323;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0077
PCL 10906 SEC SST;
PT S1/2 LT 8 CON 3 ARMSTRONG
AS IN LT102829 EXCEPT PT 4 LT216323;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0080
PCL 6184 SEC SST;
PT S1/2 LT 9 CON 2 ARMSTRONG
AS IN LT71923;
ARMSTRONG ; DISTRICT OF TIMISKAMING

PIN 61305-0139
PT LT 9 CON 3 ARMSTRONG AS IN LT103234
EXCEPT PT 1, 5 H151, PT 5 54R2305; PT 1
54R5118
ARMSTRONG; DISTRICT OF TIMISKAMING

PIN 61305-0142
N1/2 LT 10 CON 2 ARMSTRONG
EXCEPT THAT PT OF THE SAID N 1/2 OF SAID LT
LYING W OF JEAN BAPTISTE CREEK,
LT216323, PT 1 54R4451 & EXCEPT PTS 1 - 5,
54R5863;
TOWNSHIP OF ARMSTRONG

The Corporation of the City of Temiskaming Shores

By-law No. 2017-021

**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 February 7, 2017**

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

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

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

And whereas it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **February 7, 2017** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

Read a first, second and third time and finally passed this 7th day of February, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen