



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, March 21, 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 – March 7, 2017

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

10. **Communications**

- a) Dominic Hamel, Project Lead Kiosque Canada 150 – Association Canadienne-Francaise De L’Ontario (ACFO)

Re: Thank you – Flag Raising February 15, 2017

Reference: Received for Information

- b) Alison Stanley, Executive Director – Federation of Northern Ontario Municipalities

Re: FONOM Commends Provincial Government for Addressing Electricity Costs

Reference: Received for Information

- c) Honourable Dipika Dameria, Minister – Minister of Senior Affairs

Re: Nominations Open – 2017 Senior of the Year Award

Reference: Referred to the Age Friendly Committee

- d) Honourable Mitzie Hunter, Minister – Minister of Education and Honourable Bob Chiarelli, Minister – Ministry of Infrastructure

Re: School closures and Consolidations – Engagement on new approaches in rural and remote communities Update

Reference: Referred to Senior Staff

e) Felicity Buckell, Chairperson – Conseil des arts Temiskaming Arts Council

Re: Sponsorship Request – Application to The Temiskaming Foundation Community Fund

Reference: Motion to be presented in New Business

f) Accessibility Directorate of Ontario

Re: Invitation - Community Accessibility Forum

Reference: Referred to Senior Staff

g) Pierrette Fortier – Northern College

Re: Invitation – Community Connection Session – Haileybury Campus, April 5, 2017

Reference: Received for information

h) Fred & Louise Paoletti, Residents – McCamus Avenue

Re: Concerns regarding recent Boil Water Advisory – March 9, 2017

Reference: Referred to Director of Public Works

i) Marg Arthur, Secretary – Haileybury Food Bank

Re: Thank You for increased space

Reference: Received for Information

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on February 15, 2017; and
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on February 17, 2017;

12. Committees of Council – Internal Departments

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Conseil des arts Temiskaming Arts Council – The Temiskaming Foundation Community Fund Application**

Whereas the Conseil des arts Temiskaming Arts Council requires a registered charitable organization to sponsor their application to The Temiskaming Foundation Community Fund Application and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Conseil des arts Temiskaming Arts Council funding application to The Temiskaming Foundation Community Fund.

b) Memo No. 002-2017-PW – Amendment to By-law No. 2013-140 Bus Lease – New Transit Buses

Draft Motion

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2013-140, as amended being an agreement with Stock Transportation for the lease of accessible transit buses to include the two (2) recently purchased 30 foot Transit Buses for consideration at the March 21, 2017 Regular Council meeting.

c) Memo No. 003-2017-PW – Winter Maintenance Agreement between MTO (Highway 11B) and Temiskaming Shores (Mowat Landing Road)

Draft Motion

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

That Council directs staff to prepare the necessary by-law to enter into a Winter Maintenance Services Agreement with the Ministry of Transportation Ontario for consideration at the March 21, 2017 Regular Council meeting.

d) Memo No. 004-2017-PW – Memorandum of Understanding with Ontario Good Roads Association - Asset Management Project

Draft Motion

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

That Council hereby authorizes the City Manager to enter into a Memorandum of Understanding (MOU) between The Ontario Good Roads Association and the City of Temiskaming Shores to comply with regulations

under the Ontario Ministry of Infrastructure with respect to Asset Management.

e) Memo No. 005-2017-PW – Tender Award to SNC Lavalin – Engineering Services for Pool/Fitness Centre Mechanical Room

Draft Motion

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

That Council further acknowledges that SNC has been issued a Purchase Order in accordance with Section 6.2 of By-law No. 2017-015 to appoint consulting services not exceeding \$30,000 to SNC Lavalin for engineering services for the Pool/Fitness Centre Mechanical Room at an upset limit of \$26,500 plus HST.

f) Memo No. 006-2017-PW – Northeastern Ontario Public Works Organization (NEOPWO) – Manager’s Session – April 25th, 2017 (Timmins)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores approves the attendance of **Mayor Kidd** and **Councillor Hewitt** to the Northeastern Ontario Public Works Organization Manager’s Session scheduled for April 25, 2017 in Timmins Ontario; and

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

g) Memo No. 007-2017-PW – Blackwall Street Engineering Design Proposal – Award of Engineering Services to Exp Services

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 007-2017-PW; and

That Council directs staff to prepare the necessary by-law and agreement with Exp. Services Inc. to proceed with the detailed engineering design for

the proposed reconstruction of Blackwall Street from Rorke Avenue to Farr Drive at an upset limit of \$36,950 plus applicable taxes for consideration at the April 4, 2017 Regular Council meeting.

h) Administrative Report No. PW-005-2017 – 2016 Annual Water Reports

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-005-2017; more specifically Appendices 01, 02 and 03 being the 2016 Annual Compliance and Summary Reports for the water systems within the municipality in accordance to Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act;

That Council hereby directs staff:

- To place the 2016 Annual Compliance and Summary Reports in the Water System Binders located at the municipal office (325 Farr Dr.);
- To post the reports on the municipal website; and
- To place an ad in the community bulletin notifying the public of the availability of these reports for public review; and

That Council further directs staff to forward a copy of Administrative Report PW-005-2017 to the Ministry of Environment and Climate Change, Safe Drinking Water Branch - North Bay for their records.

i) Administrative Report No. PW-006-2017 – Equipment Rental – Spring Snow Ditching

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-006-2017; particularly Appendix 01 - Opening Results and Appendix 02 - Draft Agreement; and

That as outlined in By-law No. 2017-015, Procurement Policy, Section 10.3, Request for Tenders and Section 6.0 Approval Authority, Council directs Staff to prepare the necessary by-law and agreement for Equipment Rental – Excavator for Snow Ditching with *Demora Construction Services Inc.* at the rate of \$95.00 per hour plus HST and a total of \$2,125 plus HST for 5 float moves in each designated area for consideration at the March 21st, 2017 Regular Council meeting.

- j) **Memo No. 003-2017-RS – “Sip and Learn” Funding Approval from Employment and Social Development Canada under the New Horizons Program**

Draft Motion

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

That Council directs staff to prepare the necessary by-law to enter into a Grant Funding Agreement with the Minister of Employment and Social Development for the “Sip and Learn” project under the New Horizons Program in the amount of \$10,200 with a municipal contribution of \$1,000 (cash) and \$1,400 (in-kind) for consideration at the March 21, 2017 Regular Council meeting.

- k) **Administrative Report No. CGP-006-2017 – Zoning By-law Amendment ZBA-2017-03 (H) – 1479 Lakeshore Road South**

Draft Motion

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

That Council agrees to amend the provisions of the Town of Haileybury Zoning By-law 85-27 to permit the zone change from Hazard (HAZ) to Hazard Exception (HAZ-E);

That Council directs staff to prepare the necessary by-law to amend the Town of Haileybury Zoning By-law 85-27 for consideration at the March 21, 2017 Regular Council Meeting.

- l) **Memo No. 011-2017-CS – Industry Canada (FedNor) Funding Agreement – Water Linking Project – New Liskeard Water system to Dymond Water system**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 011-2017-CS; and

That Council directs staff to prepare the necessary by-law to enter into a funding agreement with Industry Canada (FedNor) for the water linking

project in the amount of \$1,000,000 for consideration at the March 21, 2017 Regular Council meeting.

m) Administrative Report No. CS-020-2017 – Haileybury Medical Centre Lease Agreement Renewals for the Haileybury Family Health Team and Dr. Phillip Smith

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-020-2017;

That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre with a 1.8% rental rate increase for 2017 in accordance with the Consumer Price Index for consideration at the March 21, 2017 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to enter into a three (3) year lease agreement with Doctor Phillip Smith for the use of office space at the Haileybury Medical Centre with an annual rental rate increase in accordance with the Consumer Price Index (1.8% for 2017) for consideration at the March 21, 2017 Regular Council meeting.

n) Administrative Report No. CS-021-2017 – Water Rates

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-021-2017;

That Council directs staff to forward a letter to the applicable school boards advising of the change in the billing method to a flat rate per student/staff for all schools (elementary, secondary and post-secondary) located within the City of Temiskaming Shores; and

That Council directs staff to prepare the necessary by-law to approve the 2017 Water/Wastewater Rates for consideration at the April 4, 2017 Regular Council meeting.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2017-037 Being a by-law to enact a zoning by-law Amendment to rezone property from Agriculture (A1) to Rural Residential (RR) in the Township of Dymond Zoning By-law 984 - 743145 Dawson Point Road (Dymond Con. 2 Pt. Lt. 11, RP 54R-2751 Part 1, Parcel 22210SST) - Roll No. 54 18 020 002 003.02

By-law No. 2017-038 Being a by-law to enact a Zoning by-law Amendment to rezone property from Development (DE) to Medium Density Residential Exception 18 (RR-E18) in the Town of New Liskeard Zoning By-law 2233 Part of Dymond Con. 2 Pt. Lt. 10, Parcel 4223SST – Roll No. 54 18 101 002 495.02

By-law No. 2017-039 Being a by-law to amend By-law No. 2013-140 being a by-law to authorize the entering into an Agreement with Stock Transportation Ltd. for the lease of Accessible Transit Buses

By-law No. 2017-040 Being a by-law of the Corporation of the City of Temiskaming Shores to authorize the borrowing upon serial debentures in the principal amount of \$617,045.00 towards the cost of the new Transit Buses Project

By-law No. 2017-041 Being a by-law to enter into a Software Purchase Agreement between Vadim Computer Management Group and the City of Temiskaming Shores for a Municipal Financial Information System

By-law No. 2017-042 Being a by-law to enter into a Grant Funding Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social

Development – New Horizons Program – Project No. 1427912 – Age Friendly Sip and Learn

By-law No. 2017-043 Being a by-law to enter into an agreement with Metal-Air Mechanical Systems Ltd. for the replacement of the Electrical Panel at the Don Shepherdson Memorial Arena

By-law No. 2017-044 Being a by-law to enact a Zoning By-law Amendment to rezone property from Hazard (HAZ) to Hazard-Exception 1 (HAZ-E1) in the Town of Haileybury Zoning By-law No. 85-27 - 1479 Lakeshore Road South (Plan M-92NB, Part of lots 1, 2, and 3; Parcels 8263 SST, 8953 SST, and 13883 SST) Roll Nos. 54-18-030-011-054.00 and 54-18-030-011-055.00

By-law No. 2017-045 Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor for the connection of the New Liskeard water system to the Dymond Distribution water system – FedNor Project No. 851-808673

By-law No. 2017-046 Being a by-law to enter into a Winter Maintenance Agreement with the Province of Ontario (Ministry of Transportation Ontario) – Highway 11B (Coleman Twp.) and Mowat Landing Road

By-law No. 2017-047 Being a by-law to authorize the entering into a lease agreement with Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre (Rooms 223, 225 and 227)

By-law No. 2017-048 Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

By-law No. 2017-049 Being a by-law to enter into an agreement with Demora Construction Services Inc. for the Rental of a Track Mounted Excavator within the City of Temiskaming Shores

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2017-037;

By-law No. 2017-038;

By-law No. 2017-039;

By-law No. 2017-040;

By-law No. 2017-041;

By-law No. 2017-042;

By-law No. 2017-043;

By-law No. 2017-044;

By-law No. 2017-045;

By-law No. 2017-046;

By-law No. 2017-047;

By-law No. 2017-048; and

By-law No. 2017-049

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, April 4, 2017 at 6:00 p.m.

b) Regular – Tuesday, April 18, 2017 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2017-050 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 **March 21, 2017** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2017-050 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, March 7, 2017
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Deputy Danny Whalen at 6:00 p.m.

2. Roll Call

Council: Deputy Mayor Danny Whalen; Councillors Patricia Hewitt, Doug Jelly, Jeff Laferriere, and Mike McArthur

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

Regrets: Mayor Carman Kidd and Councillor Foley

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

Members of the Public: 11

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2017-076

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2017-077

Moved by: Councillor Laferriere
Seconded by: Councillor Hewitt

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

a) Regular Meeting of Council – February 21, 2017

Carried

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

7.1. Application for Zoning Amendment – ZBA-2017-03(H)

Owner: Danny Belanger and Nancy Laffin-Belanger

Subject Land: 1479 Lakeshore Road South

Purpose: The applicant (owner) proposes to rezone the subject land from Hazard (HAZ) to Hazard Exception (HAZ-E) to permit the construction of a detached accessory garage.

Deputy Mayor Whalen outlined that the public meeting scheduled tonight is for one (1) Zoning By-law amendment application. The Planning Act requires that a public meeting be held before Council decides whether to pass a by-law adopting a

proposed amendment. Deputy Mayor Whalen stated that the public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed amendment and second, to receive comments from the public and agencies before a decision is made by Council. Deputy Mayor Whalen declared the meeting to be open and to be a public meeting pursuant to Section 34 of the Planning Act to consider Application No. ZBA-2017-03 (H) with the subject land being 1479 Lakeshore Road South and the purpose of the application is to permit the construction of a detached accessory garage on the property which is located in the Hazard Zone.

Deputy Mayor Whalen requested that the Planner, Jennifer Pye present the particulars of the application.

Planner, Jennifer Pye, utilizing powerpoint outlined that the owner would like to construct a detached accessory garage on the property. The property is zoned Hazard in the Town of Haileybury Zoning By-law 85-27 which does not permit residential uses. The existing residential use of the property is considered legal non-conforming and the construction of the garage would be considered an expansion to the legal non-conforming use. Generally, the expansion of legal non-conforming uses can be handled through the Committee of Adjustment; however the Zoning By-law contains specific provisions requiring a zoning by-law amendment for such requests. The purpose of this requirement would be to ensure that the items constraining development and causing the Hazard zone are evaluated and addressed prior to the development being permitted.

Jennifer illustrated the location and characteristics of the subject land using maps and photographs. It was determined that the hazard designation relates to the steep slope from Lakeshore Road to Lake Temiskaming. The property owner engaged an engineer to review the proposed building and the property and provided a report to the City. The report recommends the installation of silt curtains during construction, eaves drop on the roof perimeter, limiting the encroachment to the vegetation and remediation post-construction, the direction of the flow of runoff to the rear of the garage, and the rehabilitation of the site post-construction. The engineer concludes that the garage will not cause any adverse impact or destabilization of the slope.

Jennifer outlined that the property currently contains a residential dwelling and a 12' x 13' shed. The dwelling is to remain and the shed will be removed to make way for the construction of a 24' x 25' detached accessory garage in roughly the same location. It is understood that the proposed garage will be used primarily for storage of household and recreational items.

It was noted that the property is located within the Settlement Area Boundary and is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan. Residential uses, including accessory buildings are permitted in the Residential Neighbourhood designation. The property is zoned Hazard in the Town

of Haileybury Zoning By-law 85-27. Permitted uses in the Hazard zone include existing uses, agriculture, forestry, public utilities, conservation uses, and parks.

In conclusion Jennifer stated that the proposed zoning for this property is Hazard Exception to permit the expansion of the legal non-conforming residential use through the construction of the proposed detached accessory garage.

Deputy Mayor Whalen thanked Jennifer for the presentation and inquired if there any questions or comments from the applicant. With none, Deputy Mayor Whalen inquired if there were any questions or comments from members of the public. With none Deputy Mayor Whalen inquired if there were any questions or comments from Council.

With no comments, Deputy Mayor Whalen declared this portion of the public meeting to be closed and advised that Council will give due consideration to the application and that an administrative report will be considered by Council at a future Council meeting.

8. Question and Answer Period

Kelly Broderick, spokesperson – 105 Market Street

Kelly outlined that she is here on behalf of 12 tenants from 105 Market Street in regards to a letter that was submitted on February 27, 2017 and inquired as to how tenants can be assured that the concerns detailed in the letter will be addressed, how is the New Liskeard Non-Profit Housing Corporation held accountable for the treatment of its' elders?

Deputy Mayor Whalen acknowledged that Council did receive the letter and that it will be considered later on this evening and wanted to make everyone aware that based on the structure of the facility that the employees that are there are not employees of the City of Temiskaming Shores.

Councillor McArthur wanted to make it clear that all these tenants are taxpayers and either did or did not elect some of us.

Councillor Laferriere outlined that this matter was discussed at the last Corporate Services meeting and it was clear that it was to be referred back to the Non-Profit Corporation Board who has oversight over what has taken place and have our member on that Board get back to us on the action plan.

Councillor Jelly outlined he is a member appointed to DTSSAB and understands that two (2) DTSSAB employees (Kelly Black & Don Studholme) will be meeting with the residents and will follow up at the next DTSSAB meeting.

Deputy Mayor Whalen further commented that Council appreciates the severity of the concerns and there are other channels they could consider including a website for Minister responsible for seniors in Ontario as well as a local group that deals with such issues.

Kelly outlined that any information that can be provided would be appreciated and that they are looking for support.

Councillor Hewitt thanked Kelly for coming forth with the issues and although we do not provide direction to the New Liskeard Non-Profit Housing Corporation, we need to be aware of these issues to support proactive action and ensure all our citizens are treated fairly. Councillor Hewitt further indicated that she also is a member with DTSSAB and is confident that Kelly Black and Don Studholme will address these issues and will continue to follow up.

9. Presentations / Delegations

None

10. Communications

- a) Alison Stanley, Executive Director – Federation of Northern Ontario Municipalities

Re: Call for Nominations – FONOM Executive Award

Reference: Received for Information

- b) Diane McKinnon, Executive Director – Community Futures Development Corporation

Re: Ottawa River designation as Canadian Heritage River – Invitation to attend final meeting – Tuesday, March 28, 2017

Reference: Referred to the Economic Development Officer

- c) Friends of Larder

Re: Request for Sponsorship - Memorial Splash Pad/Outdoor Rink Facility

Reference: Received for Information

- d) Jim Whipple, Chair – District of Timiskaming Social Services Administration Board

Re: 2017 Budget / 2017 Apportionment / 2017 Municipal Billing

Reference: Referred to the Treasurer

- e) Carrie Sykes, Director of Corporate Services/Clerk – Township of Lake of Bays

Re: Request for Support – Bill 7 – Act with respect to Housing and Planning (Property Standards)

Reference: Motion to be presented under New Business

- f) Josée Miljours, Regional Consultant – Elder Abuse Ontario

Re: North East Regional Conference 2017 – Timmins March 22, 2017

Reference: Motion to be presented under New Business

Resolution No. 2017-078

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2017-079

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

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

- a) Minutes of the Age Friendly Community Committee meeting held on January 16, 2017;
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on January 18, 2017;
- c) Minutes of the Earlton-Timiskaming Regional Airport Joint Municipal Services Board meeting held on January 19, 2017;
- d) January 2017 Earlton-Timiskaming Regional Airport Activity Report;
- e) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on November 30, 2016;
- f) Minutes of the Earlton-Timiskaming Regional Airport Joint Municipal Services Board meeting held on February 16, 2017;
- g) Minutes of the Earlton-Timiskaming Regional Airport Authority (ETRAA) Inaugural meeting held on February 16, 2017;
- h) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on February 8, 2017; and
- i) Minutes of the Temiskaming Shores Emergency Management Program Committee meeting held on December 8, 2016.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2017-080

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

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

- a) Minutes of the Corporate Services Committee meeting held on February 2, 2017; and
- b) Minutes of the Building Maintenance Committee meeting held on February 23, 2017.

Carried

13. Reports by Members of Council

Councillor McArthur reported on the following:

- Water Break March 2nd: Received a number of concerns over the weekend as to whether the Boil Water Advisor (issued Thursday) was still in effect or not. Understands that based on the nature of the break, the Health Unit issued a Boil Water Advisory and attended local restaurants to inform them as well. The advisory was communicated via radio, municipal website, municipal facebook, etc., however feels there was a communication breakdown once the Advisory was able to be lifted on Saturday for various reasons. Feels Health Unit did not communicate the fact that the Boil Water Advisory was lifted adequately.

City Manager, Chris Olsund followed up by indicating that the City's priority is to fix the waterbreak and the authority to issue a Boil Water Advisory is with the Medical Officer of Health (Health Unit). Once the repairs are made two consecutive good water samples are required in order to lift the Advisory and that there has to be a minimum of 24 hours between samples. It has been recognized that there are issues; internally we will review our communications and briefing notes to ensure council is aware of what is happening and secondly staff will be arranging a meeting with the Health Unit to discuss their communication protocols.

Director of Public Works, Doug Walsh provided some particulars on the waterbreak on Thursday morning, echoed the City Manager's position and outlined that a meeting has been scheduled between the city, Ministry of Environment and Climate Change, OCWA and the Temiskaming Health Unit.

14. Notice of Motions

None

15. New Business

- a) **Administrative Report No. PW-003-2017 – Fleet Purchase – New Plow Trucks**

Resolution No. 2017-081

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

That Council approves the purchase of two (2) new Plow Trucks, as detailed in Request for Proposal PW-RFP-002-2017, from FreightLiner North Bay at a total cost of \$514,289.10 plus applicable taxes;

That Council approves the purchase of extended power train warranty at a cost of \$6,103.00 per unit (\$12,206.00) plus HST, as well as a 2-stage one-way Plow for the main highway Plow at a cost of \$6,990.00 plus HST; and

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

Carried

b) Administrative Report No. PW-004-2017 – Electrical Infrastructure Upgrades – Downtown New Liskeard

Resolution No. 2017-082

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

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

That Council directs staff to prepare the necessary by-law and agreement for the supply and installation of five (5) electrical pedestals, as detailed in Request for Quote PW-RFQ-002-2017, to Paul Power at a total cost of \$25,000 plus applicable taxes for consideration at the March 7, 2017 Regular Council meeting.

Carried

c) Administrative Report No. RS-002-2017 – Replacement of Electrical Control Panel at the Don Shepherdson Memorial Arena

Resolution No. 2017-083

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. RS-002-2017;

That Council authorizes the reallocation of funds in the 2017 Capital Budget from the Zero Turn Lawnmower Unit in the amount of \$13,000 to the Electrical Panel Replacement for the Don Shepherdson Memorial Arena; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Metal-Air Mechanical Ltd for the replacement of the Electrical Panel at the Don Shepherdson Memorial Arena at an upset limit of \$29,850 plus applicable taxes for consideration at the March 21, 2017 Regular Council meeting.

Carried

d) Administrative Report No. CGP-004-2017 – Zoning By-law Amendment – ZBA-2017-01 (D) – André Lapierre & Ginette Léveillé (Dawson Pt. Rd.)

Resolution No. 2017-084

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

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

That Council acknowledges there were no comments received from the public notification;

That Council agrees to amend the provisions of the Township of Dymond Zoning By-law 984 to permit the zone change from Agriculture (A1) to Rural Residential (RR); and

That Council directs staff to prepare the necessary by-law to amend the Township of Dymond Zoning By-law 984 for consideration at the March 21, 2017 Regular Council Meeting.

Carried

e) Administrative Report No. CGP-005-2017 – Zoning By-law Amendment – ZBA-2017-02 (NL) – FPT Holdings Ltd. – North side of Paddon Crescent

Resolution No. 2017-085

Moved by: Councillor Laferriere
Seconded by: Councillor Hewitt

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

That Council acknowledges the comments received from the public notification and advises that these comments were taken into consideration as part of Council's decision making process;

That Council agrees to amend the provisions of the Town of New Liskeard Zoning By-law 2233 to permit the zone change from Development (DE) to Medium Density Residential Exception (R3-E); and

That Council directs staff to prepare the necessary by-law to amend the Town of New Liskeard Zoning By-law 2233 for consideration at the March 21, 2017 Regular Council Meeting.

Carried

f) Support – Bill 7 – Act to Amend or Repeal Various Acts with respect to Housing and Planning (Property Standards)

Resolution No. 2017-086

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Whereas Schedule 5 of Bill 7 prescribes that local municipalities shall assume enforcement responsibility for residential rental maintenance standards via Ontario Regulation 517/06 under the *Residential Tenancies Act* (RTA) on July 1, 2018; and

Whereas the Ministry of Housing currently enforces residential rental maintenance standards in municipalities that do not have a property standards by-law, or have a "partial" by-law that does not address the interior of rental buildings; and

Whereas the Ministry currently receives complaints from tenants respecting residential rental maintenance standards and appoints inspectors to provide this service to municipalities on an as needed basis, for a cost-effective set fee of \$265 for each inspection or re-inspection; and

Whereas the download of enforcement responsibility will require each municipality to receive written complaints from tenants, cause an inspector to make an inspection to determine whether the provincial standards have been complied with, issue work orders to landlords who have not complied with a prescribed maintenance standard, monitor compliance, investigate

allegations of failure to comply, and where circumstances warrant, to prosecute landlords for non-compliance; and

Whereas the Government of Ontario intends to download these responsibilities with no compensatory funding, leaving municipalities that do not currently enforce residential rental maintenance standards with the significant fiscal challenge of providing this service cost-effectively.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby petitions the Government of Ontario and the Ministry of Housing to halt the download of enforcement responsibility for residential rental maintenance standards proposed in Schedule 5 of Bill 7, in light of the significant fiscal and staffing challenges each municipality will face to provide this service to the public in a cost-effective manner; and

Further that a copy of this resolution be sent to the Honourable Kathleen Wynne, Premier of Ontario, the Honourable Chris Ballard, Minister of Housing; Mr. Patrick Brown, Leader of the Progressive Conservative Party; Ms. Andrea Horwath, Leader of the New Democratic Party; Association of Municipalities of Ontario (AMO); the Rural Ontario Municipal Association (ROMA) and the Federation of Northern Ontario Municipalities (FONOM).

Carried

g) Elder Abuse Ontario's North East Conference 2017 – Building Awareness & Enhancing our Response to Elder Abuse

Resolution No. 2017-087

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores approves the attendance of **Councillor Hewitt** to the North East Conference 2017 entitled "Building Awareness & Enhancing our Response to Elder Abuse" scheduled for March 22, 2017 in Timmins Ontario; and

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

Defeated

h) Memo No. 008-2017-CS – Ontario Infrastructure and Lands Corporation (OILC) Loan Application – View Street Complex / Fleet

Resolution No. 2017-088

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 008-2017-CS;

That Council directs the Treasurer to proceed with the application(s) to OILC for capital works as approved in Resolutions No. 2016-610 (fleet) and No. 2017-038 (View Street Complex); and

That Council directs the Treasurer to proceed with other applicable by-laws as per the OILC program being a funding agreement and debenture(s) as required upon the completion or substantial completion of the approved capital works.

Carried

i) Memo No. 009-2017-CS – Unfinanced Capital – Dymond Industrial Park

Resolution No. 2017-089

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 009-2017-CS; and

That Council directs the Treasurer to reconcile the unfinanced capital expenditures relating to the Dymond Industrial Park by utilizing the City's working fund reserves as part of the 2016 Audit process.

Carried

j) Memo No. 010-2017-CS – Amendment to By-law No. 2016-144 (FedNor) Canada 150 Contribution Funding for Temiskaming Shores Public Library – New Liskeard Branch

Resolution No. 2017-090

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 010-2017-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2016-144 “Canada 150 Community Infrastructure Program” upgrades to the Temiskaming Shores Library - New Liskeard Branch for consideration at the March 7, 2017 Regular Council meeting.

Carried

k) Administrative Report No. CS-017-2017 – Pipeline Agreements with Union Gas – Dymond Industrial Park

Resolution No. 2017-091

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-017-2017;

That Council directs staff to prepare the necessary by-laws to enter into Maintenance Dig Agreements with Union Gas to permit the installation and/or ongoing maintenance of a natural gas pipeline for consideration at the March 7, 2017 Regular Council meeting; and

That Council directs staff to prepare the necessary by-laws to enter into Pipeline Easement Agreements with Union Gas being Part 1 on Plan 54R-4328 and Part 3 on Plan 54R-4239 respectively for the use and operation of a natural gas pipeline for consideration at the March 7, 2017 Regular Council meeting.

Carried

l) Administrative Report No. CS-018-2017 – Information Technology – Enterprise Resource Planning (ERP)

Resolution No. 2017-092

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-018-2017;

That Council approves the addition of the Enterprise Resource Planning (ERP) software to the 2017 General Capital Budget program;

That Council approves the single sourcing of the purchase of the ERP to Vadim Computer Management Group LTD; and

That Council directs staff to purchase Enterprise Resource Planning (ERP) software from Vadim Computer Management Group LTD Software at a cost of \$ 98,183 plus applicable taxes.

Carried

m) Administrative Report No. CS-019-2017 – Disposal of Surplus Goods – Fire Rescue Van

Resolution No. 2017-093

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-019-2017;

That Council concurs with the decision of the Treasurer to sell the surplus Fire Rescue Van from Fire Station No. 1 to Mid-North Recycling for scrap value.

Tabled

Resolution No. 2017-094

Moved by: Councillor Jelly
Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby tables Resolution No. 2017-093 until the March 21, 2017 Regular Council meeting to permit staff an opportunity to offer the Kenabeek Fire Department the unit on “as is – where is” basis based on the scrap value which is estimated at approximately \$1,000.

Carried

n) New Liskeard Not-for-Profit Housing Corporation - 105 Market Street – Correspondence to Council

Resolution No. 2017-095

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of correspondence from tenants at 105 Market Street which was distributed by the Municipal Clerk to Council members via e-mail in accordance with Section 44.3 of Procedural By-law No. 2008-160;

That Council further acknowledges that the facility at 105 Market Street is owned and operated by the New Liskeard Not-for-Profit Housing Corporation (NLNPHC) and the City of Temiskaming Shores has no oversight or control over the operations of the NLNPHC or its employees; and

That Council hereby directs the Clerk to refer the correspondence to the NLNPHC for their consideration, appropriate follow-up and response to the tenants at 105 Market Street.

Carried

o) Memo No. 001-2017-PPP – Appointment of EMPC Member – Emily Disley

Resolution No. 2017-096

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-PPP;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-030 being a by-law to appoint Community Representatives to various Committees and Boards for the 2014-2018 Term of Council appointing Emily Disley as a member to the Emergency Management Program Committee (EMPC) for the City of Temiskaming Shores for consideration at the March 7, 2017 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2017-097

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2017-029 Being a by-law to enter into an agreement with Paul Power for the supply and installation of Electrical Power Outlet Panels in the downtown core along Whitewood Avenue and Armstrong Street

By-law No. 2017-030 Being a by-law to authorize a certain new Capital Works of The Corporation of the City of Temiskaming Shores (the “Municipality”); to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for financing such Capital Works; to authorize temporary borrowing from OILC to meet expenditures in connection with such works; and to authorize long term borrowing for such works through the issue of debentures to OILC

By-law No. 2017-031 Being a by-law to authorize a Maintenance Dig Agreement with Union Gas to permit occupancy of municipally owned lands to install and/or maintain natural gas pipelines Roll No. 54-18-020-001-027.02 and 54-18-020-001-026

By-law No. 2017-032 Being a by-law to authorize a Pipeline Easement Agreement with Union Gas to permit occupancy of a natural gas pipeline across Part 3 on Plan 54R-4239 and Part 1 on Plan 54R4328

By-law No. 2017-033 Being a by-law to enter into a Purchase Agreement with Freightliner North Bay for two (2) 2018 Plow Trucks

By-law No. 2017-034 Being a by-law to amend By-law No. 2015-030, as amended being a by-law to appoint community representatives to various Committees and Boards for the 2014-2018 Term of Council – Appointment of members to the Community Emergency Management Program Committee

By-law No. 2017-035 Being a by-law to amend By-law No. 2016-144 being a by-law to enter into a Contribution Agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry under the Canada 150 Community Infrastructure Program upgrades to the Temiskaming Shores Library – New Liskeard Branch

be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-098

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2017-029;

By-law No. 2017-030;

By-law No. 2017-031;

By-law No. 2017-032;

By-law No. 2017-033;

By-law No. 2017-034; and

By-law No. 2017-035

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, March 21, 2017 at 6:00 p.m.

b) Regular – Tuesday, April 4, 2017 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2017-099

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 7:15 p.m. to discuss the following matters:

- a) **Adoption of the February 21, 2017 – Closed Session Minutes**
- b) **Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual – Human Resources Update**

Carried

Resolution No. 2017-100

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that Council agrees to rise with report from Closed Session at 7:27 p.m.

Carried

Matters from Closed Session

- a) **Adoption of the February 21, 2017 – Closed Session Minutes**

Resolution No. 2017-101

Moved by: Councillor Hewitt
Seconded by: Councillor Laferriere

Be it resolved that Council approves the February 21, 2017 Closed Session Minutes as printed.

Carried

b) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual – Human Resources Update

Council was provided with an update on Human Resource matters in closed session.

20. Confirming By-law

Resolution No. 2017-102

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2017-036 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 **March 7, 2017** be hereby introduced and given first and second reading.

Carried

Resolution No. 2017-103

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2017-036 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2017-104

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that City Council adjourns at 7:30 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



ASSOCIATION CANADIENNE-FRANÇAISE DE L'ONTARIO



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22 February 2017
Carman Kidd
Mayor
325 Farr Drive
P.O. Box 2050
Haileybury (Ontario) P0J 1K0



OBJET: Flag raising on February the 22, 2017

City of Temiskaming Shores,

I just wanted to give you my personal thank you for including myself in the celebratory flag raising that happened on the 15th of February 2017. It was truly an honour to meet all of you and to see how positive and full of life the local government is.

The celebration was very enjoyable and it was great to see so many smiling faces celebrating the birthday of our nation's flag. The cake was a nice touch and really brought everyone together.

Again thank you so very much for inviting me,

Dominic Hamel
Project Lead
Kiosque Canada 150
ACFO-Témiskaming

FONOM

The Federation of Northern Ontario Municipalities

For immediate release:

FONOM Commends the Provincial Government for Addressing Electricity Costs

March 2, 2017 - Kapuskasing, ON - The Federation of Northern Ontario Municipalities (FONOM) would like to commend the Minister of Energy, Glenn Thibeault and the provincial government for announcing today that they will lower electricity bills by 25 percent on average this summer for all residential customers.

Ontario's Fair Hydro Plan consisting of the 25 percent reduction includes the 8 percent rebate on the provincial portion of the HST that was announced in January of this year. FONOM supports the initiative of broadening and increasing the relief to all ratepayers while continuing to provide enhanced relief for rural and low-income customers.

These latest steps demonstrate that the province is committed to addressing the issue of unaffordable electricity costs which impacts all of Ontario, including families, small businesses, industry and municipalities.

"We are pleased that electricity ratepayers will see the positive benefits of this announcement in the near future and for the commitment that rates will not increase beyond the rate of inflation for the next four years," said Mayor Alan Spacek of Kapuskasing and President of FONOM. "FONOM has raised this issue repeatedly, pressing upon the government to take immediate action to provide relief to ratepayers."

"We look forward to seeing this initiative implemented and learning more details to ensure all sectors of our economy see electricity bill relief," said Spacek.

-30-

For More Information:

Mayor Alan Spacek
President of FONOM
705 335 0001

**Minister of
Seniors Affairs**

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 314-9710
Fax: (416) 325-4787

**Ministre des Affaires
des personnes âgées**

6^e étage
400, avenue University
Toronto ON M7A 2R9
Tél.: (416) 314-9710
Télééc.: (416) 325-4787



March 2017

Dear Mayor, Reeve and Members of Council:

I am pleased to invite you to participate in the [2017 Senior of the Year Award](#). This annual award was established in 1994 to give each municipality in Ontario the opportunity to **honour one outstanding local senior**, who after the age of 65 has enriched the social, cultural or civic life of his or her community.

Pay tribute to a Senior of the Year award recipient and show how seniors are making a difference in your community!

Make a nomination for [Senior of the Year](#)!

Deadline is April 30, 2017.

A certificate, provided by the Ontario government, is signed by Her Honour the Honourable Elizabeth Dowdeswell, Lieutenant Governor, myself as Minister of Seniors Affairs, and the local Head of Council.

The Government of Ontario is proud to offer this partnership with the municipalities. Seniors have generously offered their time, knowledge, expertise and more to make this province a great place to live. It is important to recognize their valuable contributions.

If you have questions, please contact the Ontario Honours and Awards Secretariat:

Email: ontariohonoursandawards@ontario.ca
Phone: 416 314-7526
Toll-free: 1 877-832-8622
TTY: 416 327-2391

Thank you in advance for taking the time to consider putting forward the name of a special senior in your community.

Sincerely,

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

The Honourable Dipika Damerla
Minister

Minister of
Seniors Affairs

6th Floor
400 University Avenue
Toronto ON M7A 2R9
Tel.: (416) 314-9710
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des personnes âgées

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Ontario

Mars 2017

Madame la mairesse, Madame la préfète, chères membres du conseil,
Monsieur le maire, Monsieur le préfet, chers membres du conseil,

J'ai le plaisir de vous inviter à participer au [Prix de la personne âgée de l'année 2017](#). Ce prix annuel a été instauré en 1994 pour donner à chaque municipalité la possibilité de rendre hommage à une personne âgée exceptionnelle de la localité qui, après ses 65 ans, a enrichi la vie sociale, culturelle ou citoyenne de sa collectivité.

Rendez hommage à une ou un récipiendaire du Prix de la personne âgée de l'année, et montrez comment les personnes âgées font une différence dans votre collectivité!

Proposez une candidature pour [le Prix de la personne âgée de l'année](#)!

La date limite est le 30 avril 2017.

Un certificat, fourni par le gouvernement de l'Ontario, est signé par Son Honneur l'honorable Elizabeth Dowdeswell, lieutenant-gouverneure, par moi-même, en qualité de ministre des Affaires des personnes âgées, et par la ou le chef du conseil de la localité.

Le gouvernement de l'Ontario est fier d'offrir ce partenariat aux municipalités. Les personnes âgées ont généreusement offert leur temps, leurs connaissances, leur savoir-faire et davantage, pour faire de cette province un endroit où il fait bon vivre. Il est important de rendre hommage à leurs précieuses contributions.

Pour toute question, veuillez communiquer avec le Secrétariat des distinctions et prix de l'Ontario :

Courriel : ontariohonoursandawards@ontario.ca
Téléphone : 416 314-7526
Sans frais : 1 877 832-8622
ATS : 416 327-2391

Je vous remercie d'avance de prendre le temps de songer à proposer le nom d'une personne âgée exceptionnelle de votre collectivité, et je vous prie de croire à l'expression de mes sentiments les meilleurs.

La ministre,

A handwritten signature in black ink, appearing to read 'Dipika'.

L'honorable Dipika Damerla

Ministry of Education

Minister

Mowat Block
Queen's Park
Toronto ON M7A 1L2

Ministère de l'Éducation

Ministre

Édifice Mowat
Queen's Park
Toronto ON M7A 1L2



Ontario

March 6, 2017

Dear Colleagues,

It will come as no surprise that, over the past several months, our government has been hearing from many parts of Ontario about the impacts of recent pupil accommodation reviews, particularly in Ontario's rural and remote communities. Our government supports and values all communities in Ontario, and our school boards and municipalities must make every effort to work together to ultimately support positive experiences for our students and the communities they live in.

As you know, school closures and consolidations are among the most difficult decisions that school boards have to make. This is especially true in our rural and remote communities. Ontario entrusts school boards with the responsibility to review their school accommodation needs and for ensuring that student achievement and well-being are supported by all accommodation decisions that are made.

However, we also know that some parts of Ontario face demographic challenges, while others are seeing considerable growth. We want to assure all of our community partners that our government is committed to finding solutions to meet both local needs and the educational needs of Ontario's students.

Starting this spring, our government will launch an engagement on new approaches to supporting education in rural and remote communities. Three Parliamentary Assistants, MPPs Granville Anderson, Grant Crack, and Lou Rinaldi, will gather feedback on how our province can further strengthen the future of rural education. We are also pleased to provide you with an update on how our government will further support local decision-making and complete communities moving forward.

Pursuing Joint-Use Opportunities between School Boards

Communities and the province expect Ontario's four school systems to maximize the opportunities of co-location. Prior to commencing with student accommodation changes through closures, it is our government's strong preference that school boards fully explore joint accommodation arrangements with coterminous boards, particularly to maintain a school presence in a rural or isolated community. Of the 4,900 schools in Ontario, only 37 are currently joint-use arrangements in which pupils from one or more boards share a facility.

In July 2013, prior to the launch of the Ministry of Education's 2014 Capital Priorities program, the Ministry stated a preference for these joint-use projects, committing to review these proposals before any others. Additionally, the Ministry of Education has committed \$600,000 to assist school boards in pursuing joint-use school opportunities between school boards. This funding is being allocated to support school boards with facilitation and joint planning towards the potential development of joint-use school proposals, as well as on studies being commissioned by the Ministry of Education to highlight joint-use experiences and develop a joint-use school toolkit that can be used to assist school boards in developing joint-use schools.

Moving forward, the Ministry of Education will be reviewing all capital proposals submitted by school boards for ministry funding for new schools, additions or consolidation projects to ensure joint-use opportunities between boards have been fully explored before funding is granted.

Importance of School Board and Municipal Partnerships

We have recently had the pleasure of speaking with many of our municipal and school board partners. These conversations have highlighted many positive examples of collaboration and joint local planning between school boards and municipalities. But we have also heard about potential inconsistencies and difficulties in current community collaboration, including instances where municipalities and communities have not felt meaningfully engaged in pupil accommodation reviews. These difficulties can arise for many reasons, but we would like to remind school boards and municipalities of the tools we have provided to facilitate an effective process and provincial expectations with respect to engagement by involved parties:

- **Annual Community Consultation:** Reforms to Ontario's *Planning Act* and *Development Charges Act* were made in 2015 to help create more complete communities and to provide citizens a greater, more meaningful say in how their neighbourhoods grow. The Ministry of Education's *Community Planning and Partnerships Guideline* was also introduced in 2015 to ensure that each school board hosted at least one meeting each year to discuss their capital plans and opportunities for joint planning and facility partnerships with relevant communities and stakeholders. We have heard from some boards that these meetings are not well attended, and from some communities that they were not aware of them. It is imperative that these meetings involve all relevant stakeholders, and facilitate real dialogue between boards and the involved communities. Further, board policies must reflect this guideline prior to the commencement of new accommodation reviews. To be effective, these meetings require community engagement and attendance and a spirit of real partnership from all parties.

- **Pupil Accommodation Review Guideline:** Updates to the Pupil Accommodation review guideline in 2015 were introduced following consultations with school boards, municipalities and other community partners to enable a more effective review process. This included a new requirement that impacted municipalities and community partners are consulted regarding the potential accommodation changes. It is our expectation that this is a meaningful engagement from both boards and municipalities, and that full input and feedback from the municipalities, including local economic and community impacts where relevant are reflected in the final staff report and advice to trustees. The new process also requires boards to put forward concrete proposals in the form of initial staff recommendations. These should not be interpreted as pre-determined outcomes, but rather as a means to ensure focused engagement.

Our government expects school boards and communities to be making active and continual efforts to facilitate positive, inclusive relationships with each-other.

The changes made in 2015 to the Pupil Accommodation Review Guideline also changed the minimum requirement for the school information profiles shared at the commencement of an accommodation review to no longer require information outlining the value of the school to the local economy. This change was made to reflect input from school boards that this information was not readily available or in their area of expertise and could be better reflected in the input from municipal and community partners.

While accommodation decisions must support student achievement and well-being as a primary goal, this change was not intended to discount the importance of engagement with communities to understand the impact of accommodation changes or to disallow boards from considering the impacts on communities and local economies from their final reports or deliberations.

Going forward, our government will be considering how community impact could be included in the pupil accommodation process, included with anticipated impacts on student achievement, transportation and outcomes. We will work with municipalities and school boards to explore how the government can best support this type of analysis in the pupil accommodation review process.

Enabling Community Hubs in Schools

Through the Premier's special advisor Karen Pitre, our government has been considering how we can use public property in a manner that takes into account the best interests of local communities. A community hub can be a school, neighbourhood centre or other public space that offers co-ordinated services such as education, early years support, health care and social services.

Many schools have some space that is or could be used by community organizations through lease or other arrangements when the space is not required for school use. The province has encouraged school boards to work with local communities and in 2015 released the Ministry of Education's Community Planning Partnership Guideline to help facilitate these opportunities.

We have also made a number of investments to support this goal, including:

- **Capital Funding for Community Hub School Retrofits:** The Ministry of Education announced \$50 million in November 2016 to support retrofits of available school space for use by new community partners, or improve accessibility for schools to enable community use.
- **Capital Funding for Community Replacement Space:** In the event that an original school location that housed community partnerships is closed or sold, capital funding will be available for replacement space for eligible community partners in new schools, additions or retrofits to existing schools. Details regarding eligibility for this new program will be announced ahead of the Ministry of Education's 2017 Capital Priorities program request for submissions.

Surplus schools have also been identified as potential community hubs in some communities, and our government is serious about taking the next steps on this strategy:

- **New Rules for Disposition or Lease of Surplus Property:** Changes to O. Reg. 444/98 doubled the current minimum surplus school circulation period from 90 to 180 days, and expanded the list of organizations that can place an offer before surplus school property is placed on the open market. This is intended to enable potential community hub projects to reuse surplus school properties where there is a viable business plan and identified partnerships necessary to develop a community hub
- **Disposition of Surplus School Board property:** In 2017-18, we will also be proceeding with the recommendation in the Community Hubs Strategic Framework and Action Plan to consider supporting the sale of surplus schools at less than fair market value, where there is a provincial interest to enable viable community hubs, while keeping school boards whole.
- **Community Hubs Summit:** We are also pleased to announce that the Ontario Community Hubs Summit will be held from May 1-3, 2017, which will feature keynote speakers, hands-on workshops and opportunities to interact with and learn from others.

Recognizing that planning for strategic partnerships cannot be developed quickly or easily, in instances where communities and school boards see innovative solutions to local needs with opportunities for potential community hubs in school properties involved in accommodation reviews, we are requesting that school boards and municipalities with opportunities advise the Ministry of Education's Capital Policy and Programs Branch and the Ministry of Infrastructure's Community Hubs Division at community.hubs@ontario.ca preferably before the Community Hubs Summit. We will endeavor to work with the partners to ensure that these opportunities are considered within existing resources. In some cases, this could include providing facilitation services that would help community organizations, municipalities, and school boards develop their proposals for community hubs.

Enhancing Education in Rural and Remote Communities

Ontario's rural and remote communities have been impacted by a diversity of socio-economic trends. We also know that the future will not look like the past. For our rural communities to thrive, our government knows that students must be supported by high-quality education, strong local community programming, and innovative local economic strategies. That's why we've taken the following actions to support our rural and remote schools:

- **Supporting Broadband Expansion:** Our government is moving forward with its commitment in the 2016 Ontario Budget to provide secure, affordable broadband access to all of Ontario's students and educators, especially in northern and remote parts of Ontario, to enable equitable access to rich and innovative learning opportunities.
- **Supporting E-Learning Opportunities:** Our government provides secure access to the provincial Virtual Learning Environment which supports delivery of eLearning courses that otherwise might not be available close to a student's home. Additionally, we are investing over \$6 million for distance learning delivery by the Independent Learning Centre of TVO that helps students from a variety of backgrounds gain necessary education credentials. Together these support equitable and timely access to credit courses.
- **Remote & Rural Funding Support for School Boards:** We have made the education funding formula less dependent on enrolment. Since 2012-13, annual GSN funding for rural boards has increased by nearly \$200 million or 5.7 per cent. In addition, we have made the following changes the funding formula to meet the unique needs of rural and remote communities:
 - Increased funding to support the higher cost of purchasing goods and services for small and rural school boards;

- Investments in top-up supports for rural schools to fund the heating, lighting and maintenance costs of excess spaces in schools that are a considerable distance from the next closest school;
- Introduced new factors that reflect distance and dispersion of schools in the distribution of special education funding;
- Funding for additional principals in schools that combine elementary and secondary students, depending on enrolment levels; and
- Funding to support a minimum number of teachers and early childhood educators for remote schools with small enrolment.

It is our hope that our engagement this coming spring will allow us to highlight further opportunities that will proactively enhance the quality and delivery of education in rural and remote communities in Ontario. We will work with our partners to finalize the details of this engagement process and share these in the coming weeks.

Conclusion

There are a number of initiatives across government that are working to ensure that we have complete communities – whether they are urban, rural, northern or remote. Each community has different needs and together we need to make sure we are working together.

We welcome your thoughts and suggestions as we continue to evolve to meet the changing demographics and needs of our communities.

Sincerely,

[Original Signed by]

Hon. Mitzie Hunter

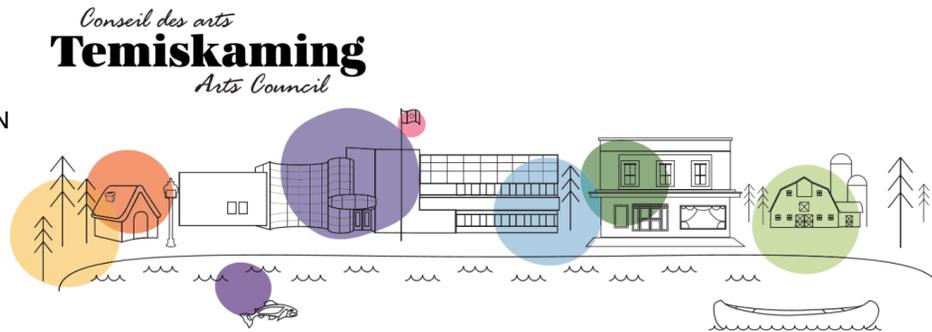
[Original Signed by]

Hon. Bob Chiarelli

cc: Hon. Bill Mauro, Ontario Ministry of Municipal Affairs
Hon. Jeff Leal, Ontario Ministry of Agriculture Food and Rural Affairs
Association of Municipalities of Ontario
Rural Ontario Municipal Association
Ontario Catholic School Trustees' Association (OCSTA)
Ontario Public School Boards' Association (OPSBA)
L'Association des conseils scolaires des écoles publiques de l'Ontario (ACÉPO),
L'Association franco-ontarienne des conseils scolaires catholiques (AFOCSC);



CATAC
P.O. BOX 987
HAILEYBURY, ON
P0J 1K0



Mayor and Council
City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario
POJ IKO

Tuesday March 14, 2017

Dear Mayor and Council,

The Conseil des arts Temiskaming Arts Council (CATAC) is applying to The Temiskaming Foundation for funding in the amount of \$3,000 to assist with the purchase of some office equipment.

Although we are incorporated as a not-for-profit organisation, CATAC is not a registered charitable organization. As such, TTF requests that we obtain a 'sponsorship' from an organisation or Municipality in order to receive any funds.

Therefore, on behalf of CATAC, it is respectfully requested that the City of Temiskaming Shores act as sponsor in regards to our application to The Temiskaming Foundation.

Sincerely,

Felicity Buckell
Chairperson, Conseil des arts Temiskaming Arts Council

Community Accessibility Forums 2017

Accessibility: Honouring the Past, Showcasing
the Present and Inspiring the Future



Who Should Attend

- **Ontarians interested in accessibility for people with disabilities**
- **Members of municipal Accessibility Advisory Committees and municipal staff who work with and support them**
- **Community organizations and businesses that provide services or support to people with disabilities**

How to Register

To register, please click on the date below; or visit www.eventbrite.ca and search for “Accessibility Forum” in the city of your choice.

April 19 – London	April 26 – Windsor	May 3 – Stoney Creek
May 10 – Sault Ste. Marie	May 17 – Ottawa	May 23 – Kitchener
June 1 – Toronto	June 7 – Sudbury	June 14 – Thunder Bay

If you need help to register, please contact the Accessibility Directorate of Ontario at accessibility@ontario.ca; phone 1-866-515-2025, TTY 1-800-268-7095.

Forums communautaires sur l'accessibilité 2017

Accessibilité : hommage au passé, mise en valeur du présent et inspiration pour les générations futures



Qui devrait y assister?

- Les Ontariennes et les Ontariens qui s'intéressent à l'accessibilité pour les personnes handicapées
- Les membres des comités consultatifs municipaux sur l'accessibilité et les employés municipaux qui travaillent avec ces comités
- Les organismes communautaires et les entreprises qui fournissent des services ou qui soutiennent les personnes handicapées

Comment s'inscrire

Pour vous inscrire, veuillez cliquer sur la date ci-dessous ou consulter le site www.eventbrite.ca et chercher le « Forum sur l'accessibilité » dans la ville de votre choix.

19 avril – London	26 avril – Windsor	3 mai – Stoney Creek
10 mai – Sault Ste. Marie	17 mai – Ottawa	23 mai – Kitchener
1 ^{er} juin – Toronto	7 juin – Sudbury	14 juin – Thunder Bay

Si vous avez besoin d'aide pour vous inscrire, veuillez communiquer avec la Direction générale de l'accessibilité pour l'Ontario en envoyant un courriel à l'adresse accessibility@ontario.ca; ou en appelant au numéro 1 866 515-2025, ou ATS : 1 800 268-7095.



LET'S CONNECT

COMMUNITY & COLLEGE

AS NORTHERN COLLEGE CELEBRATES ITS 50TH ANNIVERSARY MILESTONE, WE WOULD LIKE TO HEAR FROM YOU:

- ARE WE MEETING YOUR NEEDS?
- CAN WE DO THINGS DIFFERENTLY AS WE MOVE TOWARDS THE NEXT MILESTONE?
- DO YOU HAVE QUESTIONS ABOUT OUR PROGRAMS/SERVICES?

COME SEE WHAT OUR FACILITIES HAVE TO OFFER AND SHARE YOUR IDEAS; NO ADDITIONAL WORK OR COMMITMENT REQUIRED.

REFRESHMENTS PROVIDED.

TIMMINS CAMPUS

MARCH 20TH, 2017

4:30 PM

QUILL LOUNGE

KIRKLAND LAKE CAMPUS

APRIL 4TH, 2017

4:30 PM

CAFETERIA

HAILEYBURY CAMPUS

APRIL 5TH, 2017

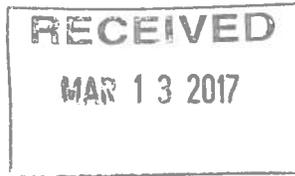
4:30 PM

ROOM C220

PLEASE RSVP TO A COMMUNITY CONNECT SESSION

BY MARCH 15TH - TIMMINS OR MARCH 29 - KIRKLAND LAKE & HAILEYBURY

FORTIERP@NORTHERN.ON.CA | 705-235-7136



P O Box 554
222 McCamus Avenue
New Liskeard, ON P0J 1P0

705.647.5616

March 7, 2017

Mayor Carman Kidd & Council
City of Temiskaming Shores
Haileybury, ON
P0J 1K0

Dear Mayor Kidd and Councillors:

Re: Boil Water Advisory

We were quite distressed to learn (by word of mouth) on Friday, March 10th that a boil water advisory had been indicated for our area (222 McCamus Avenue). Following that we heard only 1 radio announcement and never did hear any cancellation advisory. We are of the opinion that there were insufficient public service announcements to alert residents about the problem and when it was ultimately resolved. Being a weekend didn't help matters either.

I called CJTT on Monday morning March 13 and they advised that it was the responsibility of the Health Unit to alert residents of the cancellation.

I then called the Health Unit and their answer was that they had received numerous calls also, but that it was the city's responsibility to inform residents of these dates. (Pass the buck.)

I then called the city office and learned that the advisory for our area had been cancelled on Saturday, March 11.

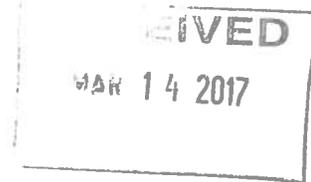
We feel that the method used to alert residents to any potential danger of ingesting contaminated water was both irresponsible and unacceptable. Move over Walkerton! A more positive plan should be implemented immediately to inform and protect city residents from any area of danger, and have a well-publicized telephone number to call where information will be available for any future advisories or public notices, particularly on weekends.

Yours truly

A handwritten signature in cursive script that reads "Fred / Louise". The signature is written in black ink and is positioned above the printed name.

Fred & Louise Paoletti & Louise Paoletti

Box 401
Haileybury, ON
P0J 1K0



Mayor Carman Kidd
City of Temiskaming Shores
P.O. Box2050
Haileybury, ON
P0J 1K0

March 10, 2017

Dear Mayor Kidd and Council members of the City of Temiskaming Shores:

We would like to express our sincere thank you for allowing us to have the use of the entire building on 500 Broadway St.

The extra space has allowed us to organize our food supplies for easier access and to operate much more efficiently. As well we now have a private office to interview our clients and to enter their personal data into our computer program without being distracted by the constant flow of traffic.

We are very proud of the work we have done to make the facility clean, bright, cheerful and efficient to better serve our clients.

If you would like to have a tour of the building, please let us know when it would be convenient and we will arrange to have some of our volunteers available to show you around.

Sincerely,

A handwritten signature in cursive script that reads "Marg Arthur".

Marg Arthur
Secretary

Temiskaming Shores Public Library Board

Meeting Minutes
Wednesday, February 15, 2017
7:00 p.m. at the Haileybury Branch

1. Call to Order

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

2. Roll Call

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

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Jeff Laferriere

Seconded by: Robert Dodge

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

Carried.

Additions:

Correspondence c. : From Karin Ptok: Thank you

New Business c. : Committee appointments/changes

New Business d. : Report LIB 004-2017 Digital Creator North area at New Liskeard

4. Adoption of the Minutes

Moved by: Jeff Laferriere

Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, January 18, 2017 meeting as presented.

Carried.

5. Business arising from Minutes

- a. The Board Chair inquired if the Friends of the Library bank account had been closed. The CEO confirmed that it had, and that the tax forms have just been received.
- b. Brenda Morissette asked about the snowshoe and walking pole lending programs. The CEO updated the Board on popularity of the programs.

6. Correspondence: None

- a. **From: Ontario Library Association:** Re: Budget Talks: Vote for Ontario's Libraries. Information.
- b. **From: Curtis Sassur:** Colleen O'Shea donation appraisal. Discussion.

Motion #2017-06

Moved by: Danny Whalen

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts the assessment provided by Curtis Sassur of the Colleen O'Shea donation of the "Elsie Dowzer Collection" to the Temiskaming Shores Public Library.

Carried.

- c. **From: Karin Ptok:** Re: Thank you to Anna Turner for Gadget Helper and to library for service for the past 55 years. 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 January in the library buildings.

Carpets were cleaned in both branches on Monday, February 13.

Business:

Conseil des Arts Temiskaming Arts Council (CATAC): The group is developing a hiring policy and job description in preparation for hiring a part-time position once the incorporation goes through and the bank account is set up. I will be taking the lead on the hiring policy and employee handbook.

Digital Creator North (Near North Mobile Media Lab Trillium project): We have interviewed three candidates and have one more interview on the afternoon of February 7. So far the candidates are very strong. We plan on making an offer by the end of the week.

Donation: The Donation of letters, postcards and pictures from Colleen O’Shea has been received and the assessment letter has been received as well. I will send the assessment letter over to city hall for a tax receipt for Ms. O’Shea.

Employee Evaluations: All employee evaluations have been completed and filed in the employees’ file.

Federation of Ontario Public Libraries: I attended the first meeting of the 2017-2020 term on February 2, 2017, and was officially appointed to the board. One of my first steps has been to share the Federation of Ontario Public Libraries Ontario Budget Talks voting link with the CEO’s of Northern Ontario listserv, the Northern Lights Library Network listserv and on facebook. A number of Northern libraries have shared the facebook post on their own pages. I have also done radio interviews with CJTT radio, CJKL radio and CBC Up North, as Up North also did a webstory on the issue.

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: A teleconference meeting will be held on Thursday, February 9. At a Federation of Ontario Public Libraries/Ontario Library Association session at the OLA conference, Leanne Clendening gave credit to Temiskaming Shores Public Library for coming up with the idea and drafting the proposal Ontario Library Services North used to apply for the grant to do the study during a presentation on the study and the draft toolkit.

Proctoring Exams: The Thunder Bay Multicultural Centre and the North Bay Multicultural Centre have asked me to help with more language assessment exams for the Syrian family who has moved to town. There will be four assessments in mid to late March. The Thunder Bay centre does have funds to pay for the assessments, which do take several hours each and require a wifi connection and one of the library's laptops with a camera for the videoconference part. I have done three such assessments for these associations in the past.

Programming:

Summer program in Cenotaph Park

We are planning a summer program that will take place on a Saturday in early June outside the library in Cenotaph Park. We will have registrants sign permission forms for their children to be outside of the library. We have notified the Legion and have notified Mitch at Building Maintenance and Paul at Parks at the City of the program and have heard back from Mitch and Paul that it is fine.

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

Ongoing on Fridays and Saturdays by staff members and volunteers. This winter the Lodge and Extencicare were both on outbreak for most of the month of January so visits did not take place.

Gadget Help to the Extencicare

Monthly visits by a staff member continue this winter on an as-needed basis.

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.

Timiskaming Child Care visits from Ste. Croix school to the Haileybury Branch

Timiskaming Child care is bringing children from the daycare at Ste. Croix school to the Haileybury branch of the library for visits on occasion. The visited in January and want to come again at the end of February. We have been arranging the visits on Carmen Peddie's off desk day so she can work in Haileybury on those mornings and run the program bilingually.

Gadget Helper at both branches of the library

Thursdays in alternating branches. Both branches are fully booked for the month of February.

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.

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. The last session for this term is February 15.

Second Level 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, January 24 for 6 weeks.

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.

Blind Date with a Canadian Book! Need a little Romance? Want to Spice up your Life?

For the month of February the library has wrapped a selection of books by Canadian authors. Choose one to borrow and you have yourself a blind date with a book! Included will be a Rate-Your-Date form to fill out. Let us know how your date went! Indulge yourself with a surprise book!

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. So far we have circulated 14 pairs this season.

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. A set or two is usually in circulation, showing that the poles are still popular.

Finances and Statistics

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

There was a discussion on the Board's acceptance of the Financial report and the workplace inspections. The Board asked the CEO to include the workplace inspection report in the Library CEO's report in the future and they will make a motion each month to accept.

Motion #2017-07

Moved by: Brenda Morissette
Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board accepts the Secretary-Treasurer's report and the workplace inspection report LIB-003-2017.

Carried.

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. A meeting was scheduled for February 10 but postponed until a later date.

9. New Business

- a. **Report LIB-003-2017 Workplace Inspection.** For information.

- b. **Library Non-resident fees.** Discussion on the recent news stories on library non-resident fees.

- c. **Committee appointments/changes.** Roger Oblin has asked to step down from the Building Committee and be placed on another committee that has fewer members. The Chair appointed Roger Oblin to the Planning, Policy, Personnel and Publicity Committee which currently only has one member.

- d. **Report LIB-004-2017 Digital Creator North area in New Liskeard Library.** The report outlined a plan to put the space at the New Liskeard branch into the reading room there, and temporarily move the microfilm reader and genealogy materials stored there to the Haileybury Branch. The Board was in agreement.

10. Plan, Policy review and By-law review

- a. **Review Policy**
 - i. **Facilities-1 Facilities Use**

Motion #2017-08

Moved by: Jeff Laferriere

Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy Facility-1 "Facility Use" as amended by the Board.

Carried.

11. Closed Session

- a. Incident report.
- b. CEO Evaluation

Motion #2017-09

Moved by: Robert Dodge

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board go into closed session at 8:15 p.m.

Carried.

Motion #2017-10

Moved by: Robert Dodge

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session at 8:25 p.m. without report.

Carried.

12. Adjournment

Adjournment by Jeff Laferriere and Roger Oblin at 8:26 p.m.

Chair – Donald Bisson

Temiskaming Shores Public Library Board

E-Meeting Minutes
Friday, February 17, 2017
3:15 p.m.

1. Call to Order

E-Meeting called to order by Chair Donald Bisson at 3:18 p.m.

2. Roll Call

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

Members of the Public: 0

3. New Business

- a. **Motion to apply to Northern Ontario Heritage Fund Corporation grant program.**

Motion #2017-11

Moved by: Jeff Laferriere

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board applies to the Northern Ontario Heritage Fund Corporation's grant program for the amount of \$30,713 to be used to hire an intern for the Digital Creator North project, with the understanding that the remaining 10% of salary and mandatory employer related costs (MERCs) totaling \$6614 will be paid to the Library Board by the Near North Mobile Media Lab as outlined in the agreement of June 24, 2016.

Carried.

4. Adjournment

The Chair declared the E-Meeting adjourned at 4:40 p.m.

Chair – Donald Bisson

The Corporation of the City of Temiskaming Shores
By-law No. 2017-000
Being a by-law to amend By-law No. 2013-140
being a by-law to authorize the entering into an
Agreement with Stock Transportation Ltd. for the
lease of Accessible Transit Buses

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 adopted By-law No. 2013-140 being a by-law to authorize the entering into an agreement with Stock Transportation Ltd. for the lease of four Accessible Transit Buses;

And whereas Council considered Memo 002-2017-PW at the March 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-140 to incorporate the two (2) 30 foot Transit Buses;

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

1. That Council hereby amends Appendix 1 of Schedule "A" to By-law No. 2013-140 by adding the following:

Unit	Make	Model	Year	VIN	Colour	GVWR	Passenger
7	New Flyer	MD30	2015	2FYD9VR00FB051018	White	14,440	24
8	New Flyer	MD30	2015	2FYD9VR09FB051017	White	14,440	24

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, semantical 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 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Memo

To: Mayor and Council
From: Douglas Walsh, CET, Director of Public Works
Date: March 21, 2017
Subject: Winter Maintenance Agt., MTO (Hwy 11B) – T. Shores (Mowat Landing Rd)
Attachments: Appendix 01 – Draft Agreement

Mayor and Council:

At the request of representatives from the Ministry of Transportation (MTO), Public Works staff met on January 20th, 2017 to discuss a reciprocal arrangement that is considered to be of benefit to both parties.

The work in question is for winter maintenance of road sections under the care of each road authority that may best be carried out, for convenience purposes, by the other party.

In the mid 1990's the Province of Ontario transferred sections of Highway 11B and Highway 558 to the former Town of Haileybury through an Order in Council, while retaining adjoining portions of the roadways.

Currently, the MTO maintains a 1.0 kilometre section of Hwy 11B immediately north of the ONR Bridge at Cobalt to the south limit of the City of Temiskaming Shores. The maintenance crews travel from West Cobalt to this location (a distance of approximately 3 kilometres) and turn around at the Coleman / Temiskaming Shores Boundary Road. Meanwhile, the City of Temiskaming Shores maintains a 3.2 kilometre section of the former Hwy 558 (known locally as Mowat Landing Road) between Hwy 11 and Firstbrook Line from which point the MTO commences maintenance of the roadway for a distance of approximately 18 kilometres.

Under the terms outlined in the attached **Appendix 01 – Draft Agreement** each party would extend their current routes on the roadways outlined above to complete the required winter maintenance on behalf of each other. The MTO has proposed an initial trial period of September 22, 2017 to April 22, 2018.

Public Works staff have reviewed terms of the draft agreement, the work involved and the logistics with regards to extending the route to include 1.0 kilometre of Hwy 11B in exchange for reducing the route on Mowat Landing Road by 3.2 kilometres and recommend that the Agreement be endorsed.

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

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

Being a by-law to enter into a Winter Maintenance Agreement with the Province of Ontario (Ministry of Transportation Ontario) – Highway 11B (Coleman Twp.) and Mowat Landing Road

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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 22 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may provide a system that it would otherwise not have power to provide outside its boundaries in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

And whereas Council considered Memo No. 003-2017-PW at the March 21, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Winter Maintenance Agreement with the Ministry of Transportation Ontario for consideration at the March 21, 2017 Regular Council meeting;

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

1. That the Mayor and Clerk be hereby authorized to enter into an agreement with the Province of Ontario (Ministry of Transportation Ontario) for Winter Maintenance Services, copy of which attached hereto as Schedule "A" and forming a 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, semantical 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 first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

This Agreement for winter maintenance services made this 21st day of March, 2017.

Between:

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation,**
(Hereinafter called the "Ministry"),

And:

The Corporation of the Municipality of Temiskaming Shores
(Hereinafter called the "Municipality").

Whereas the highway commonly known as Highway 11B (collectively referred to as, "Road") located within the Twp. of Coleman and described in Schedule "A" attached hereto and forming part of this Agreement is presently a highway under the jurisdiction and control of the Ministry;

And whereas the Municipality has offered to carry out winter maintenance services on the Road;

And whereas the Ministry has agreed to accept the Municipality's offer upon the mutually agreed upon terms and conditions as set out herein.

Now therefore this agreement witnesses that in consideration of the covenants and premises in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the Ministry and the Municipality agree as follows:

1. In this agreement,
 - (a) "Area Engineer" means the Ministry's Area Contracts Engineer for the New Liskeard Area.
2. The Municipality agrees to provide winter maintenance services on the Road in accordance with this Agreement from the execution of this Agreement until this Agreement is terminated or the earlier termination of this Agreement by either party upon 60 days prior notice or on such other date as the Parties may agree in writing.
3. The Municipality shall carry out the winter maintenance services described in Schedule "A" attached hereto and forming part of this Agreement at the level of service specified therein, both of which may from time to time be amended by the parties or which may be amended upon the direction by the Area Engineer.
4. The Municipality shall supply all necessary labour, materials and equipment required to carry out such winter maintenance services in accordance with the Ministry's winter maintenance standards.

5. In lieu of monetary compensation, the Ministry agrees to undertake the winter maintenance on a section of the Municipality's Road known as Mowat's Landing Road (Highway 558) for approximately 3.1 km from Highway 11 to Pipeline Road (start of Highway 558) in accordance with Appendix 01.
6. The Municipality shall keep separate and detailed records of the material usage (i.e. salt and sand) for winter maintenance services pursuant to this Agreement and make these records available for examination by the Ministry upon request for a 24-month period from the termination date of this Agreement.
7. The Municipality will report the work completed for winter maintenance services to the Area Engineer in a manner consistent with the Ministry's maintenance management system that the Ministry shall explain to the Municipality prior to and at the time of the execution of this Agreement.
8. For greater clarity, the Municipality understands and agrees that the maintenance management system includes performance measures and outcome targets in respect of winter maintenance services that are specifically set out in the Ministry's Performance Requirement 2002 – Winter Maintenance ("Winter Maintenance Standards"). The Municipality acknowledges that it has been given a copy of the Winter Maintenance Standards and that these standards shall be incorporated into this Agreement by this reference.
9. The Municipality shall carry out the winter maintenance services for the term of this agreement commencing September 22, 2017, and terminate on April 22, 2018.
10. The winter maintenance season designated by the Area Engineer shall commence for the term of this agreement on September 22 and terminate on April 22.
11. The Ministry may audit the Municipality for its performance of Winter Maintenance Standards.
12. The Municipality shall indemnify and save harmless the Minister from any losses, costs, damages, suits, or expenses arising out of or connected with the performance of the winter maintenance services contemplated by this Agreement and attributable to the negligence of the Municipality or any person for whom the Municipality is responsible at law.
13. The Municipality shall maintain, in full force and effect, adequate liability insurance at all times throughout the term of this Agreement and such insurance shall include the following:
 - (a) commercial general liability insurance with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence against the risk of injury, loss or damage to the person(s) or property of others;
 - (b) road liability insurance; and,

- (c) automobile liability insurance for both owned and non-owned vehicles with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence for bodily injury, death and damage to property.
14. All insurance policies shall include:
- (a) Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation as an additional insured, but only in respect of services performed under this Agreement on behalf of the Ministry;
 - (b) the policy of general liability insurance shall contain a cross liability clause endorsement; and,
 - (c) the Municipality shall provide the Area Engineer with proof of insurance upon request.
15. The Municipality shall incorporate in its contract(s), if any, for the hired equipment or any other contract(s) to perform the winter maintenance services, which shall operate or work on the Roads, under the supervision of the Municipality during the term of this Agreement, the requirement that the contractor indemnify the Ministry and the Municipality to at least the same extent or better as provided by the Municipality to the Ministry pursuant to this Agreement. As well, the Municipality shall be responsible for calling out such contractor(s) and for making payment directly thereto and resolving any and all liens in respect of such services.
16. Any notice or other written communication intended for the Ministry shall be effectively given if sent by ordinary mail or other appropriate means of delivery to the Area Engineer at 437 McKeown Avenue, North Bay, Ont. P1B 9E4
17. Any notice or other written communication intended for the Municipality shall be effectively given and sent by ordinary mail or other appropriate means of delivery to the Municipality of Temiskaming Shores, at 325 Farr Drive Haileybury, Ontario, P0J 1K0
18. The Municipality covenants that it has the statutory authority to enter into this agreement and warrants that it has done all acts necessary to authorize it to do so.
19. The Ministry or the Municipality shall have the right to terminate this Agreement by giving written notice to the other party.

In witness whereof the Minister of Transportation by delegation has hereunto set his hand and seal and the Municipality has caused its corporate seal to be affixed hereto attested by the hands of its Mayor and Clerk.

Signed and Sealed at Temiskaming Shores, this 21st day of March, 2017.

**The Corporation of the Municipality of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Signed and Sealed at North Bay, this _____ day of _____, 2017.

**Her Majesty the Queen in right of Ontario as
represented by the Minister of Transportation**

Area Engineer

Appendix 01 – Winter and Summer Maintenance Services

For greater clarity in this Schedule and the Agreement, Highway 11B and Mowat's Landing Road are described as follows:

Road Name	Road Limits	Maintenance Class
Highway 11B	From ONR overpass bridge to Temiskaming Shores south limit	3
Mowat's Landing Road	From Highway 11 westerly to Pipeline road (beginning of Highway 558)	5

Winter Maintenance Services

The Municipality hereby agrees to provide such winter maintenance services for the Roads described herein such that it meets or exceeds the following levels of service:

Highway 11B shall be serviced at a Class 3 service level minimum, such level of service to achieve bare pavement within 24 hours after the end of the winter storm event and be maintained until conditions permit baring the pavement to full width during the term of this Agreement.

Mowat's Landing Road shall be serviced at a Class 5 service level minimum, such level of service to achieve snow pack conditions within 24 hours after the end of the winter storm event during the term of this Agreement.

For greater clarity,

1. Snow clearing shall include:
 - (a) plowing;
 - (b) winging back;
 - (c) snow removal;
2. Sanding shall include:
 - (a) spreading of sand on road surfaces;
 - (b) stockpiling;
 - (c) loading.
3. Salting shall include:
 - (a) spreading of salt on pavements;
 - (b) stockpiling; and
 - (c) loading.

In addition to the above, the Municipality shall perform such other winter maintenance services as may be agreed upon by the Parties from time to time.

Memo

To: Mayor and Council
From: Douglas Walsh, CET, Director - Public Works
Date: March 21, 2017
Subject: Memorandum of Understanding (MOU), Ontario Good Roads Assoc. (OGRA) – City of Temiskaming Shores
Attachments: Appendix 01 – Draft Memorandum of Understanding – Asset Management Project

Mayor and Council:

While attending the 2017 annual Ontario Good Roads Association (OGRA) Conference, Public Works staff met with representatives from OGRA and Marmak Technologies Inc. to discuss our recent involvement with the Municipal Data Works software and other applications that have or are being developed.

During the discussions, staff were advised of an opportunity to enter into a Memorandum of Understanding (MOU) with OGRA and Marmak which would involve a total of up to ten locales in Ontario of varying sizes, using the data contained in the MDW software for the municipality to develop a comprehensive Asset Management Plan which would conform to the regulations currently being considered by the Province.

The initial draft of the City's Asset Management Plan (AMP) was created internally in November 2014 and revised in August 2015 using a wide array of available data from numerous sources. The Engineering Technician has been working on compiling all of the available data and filling in the identified gaps into the more user friendly MDW software for roadways, water distribution, sanitary and storm sewer collection systems, sidewalks, culverts, signage and other assets which would be used to develop a much more accurate and comprehensive AMP as we re-write the document to comply with the Ministry of Infrastructure requirements.

The involvement by the City will be limited to ensuring that the data that is being input into the inventories for the various asset groups is accurate (currently being reviewed and inputted) and being available to provide clarification or interpretation as may be required.

As outlined in the attached MOU, there will be no costs over and above the required staff time to meet the obligations outlined.

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

Memorandum of Understanding

BETWEEN:

The Ontario Good Roads Association hereinafter referred to as OGRA

And

The City of Temiskaming Shores hereinafter referred to as Temiskaming Shores

WHEREAS the parties hereto desire to enter into this memorandum of understanding to undertake an asset management project, hereinafter referred to as the project;

NOW THEREFORE the parties agree as follows:

Temiskaming Shores will undertake to provide the following:

- Provide access to all of its asset data.
- Facilitate introductions with other municipalities in the District of Temiskaming with the intention of securing their participation in this project.
- Upon completion and subject to final approval by Temiskaming Shores, allow OGRA to present its findings to the Ministry of Infrastructure

OGRA through its agent, Marmak Technologies Inc will undertake to provide the following:

- Review Temiskaming Shores's asset data and upload/update the data into MDW
- Assist in the development of an asset management plan for Temiskaming Shores and other municipalities in the District of Temiskaming, said plan(s) to be in compliance with the regulations as currently being proposed by the Ontario Ministry of Infrastructure. Development of said plans will be contingent on available data.
- Use its best efforts to secure financial support from the Province of Ontario to offset all or a portion of the costs associated with the project.

It is mutually agreed that Temiskaming Shores will not incur any costs other than the staff time required to meet its obligations as set out above and that OGRA and its agent will undertake the above work at no cost to Temiskaming Shores.

Signed this _____ day of _____, 2017.

City of Temiskaming Shores

Ontario Good Roads Association

Christopher W. Oslund
Chief Administrative Officer

J. W. Tiernay
Executive Director



Memo

To: Mayor and Council
From: Mitch Lafreniere, Manager of Physical Assets
Date: March 21, 2017
Subject: Tender Award – Engineering Services - PFC
Attachments: Appendix 01 – SNC Lavalin

Mayor and Council:

As part of the 2017 Capital budget deliberations, council approved a total of \$40,000 towards engineering services for the Pool Fitness Centre, for upgrades to the mechanical room. The majority of the components including heat exchanger, boiler system and pumps and motors are original to the building, and have exceeded their life span.

Through Request for Proposal PW-RFP-004-2017, city staff received two submissions from qualified engineering firms for the project. SNC Lavalin based in Sudbury submitted the lowest bid with an upset limit of \$26,500 plus HST (Appendix 01).

City staff issued Purchase Order No. 2017-032 on Monday March 20, 2017 to SNC Lavalin to get this project underway. City staff will be thoroughly involved throughout the entire process. Upon completion of this project, the city will have a complete set of drawings with a budget cost for upgrades to the mechanical room.

As per Section 6.2 of City's procurement policy, By-law No. 2017-015, the City Manager has the authority to appoint consulting service contracts not exceeding \$30,000.

Prepared by: _____ Reviewed and submitted for
Council's consideration by:

"Original signed by"

Mitch Lafreniere
Manager of Physical Assets

"Original signed by"

Christopher W. Oslund
City Manager



Fitness Centre
PW-RFP-004-2017

PW-RFP-004-2017

Consultant's submission of proposal to:

The Corporation of the City of Temiskaming Shores

Stipulated Price

We/I, Filippo Biondi of SNC-Lavalin Inc., Infrastructure Engineer
(Registered Company Name/Individuals Name)

Of, 2140 Regent Street, Suite 12A, Sudbury, ON P3E 5S8
(Registered Address and Postal Code)

Business:

Phone Number (705) - 675-6881

Fax Number (705) - 675-8330

We/I hereby offer to enter into an agreement to supply services, as required in accordance to the proposal for a price of:

Lump sum price before HST	\$ <u>26,500.00</u>
Price to draft Tender Documents (less HST)	\$ <u>2,000.00</u>



City of Temiskaming Shores
Fitness Centre
PW-RFP-004-2017

Eng. Services – Mechanical Room Upgrades Pool

City of Temiskaming Shores
PW-RFP-004-2017
Eng. Services – Mechanical Room Upgrades Pool Fitness Centre

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Signed



Company Name

SNC-Lavalin Inc., Infrastructure Engineering - Western Canada

Title

Mechanical Director



City of Temiskaming Shores
Fitness Centre
PW-RFP-004-2017

Eng. Services – Mechanical Room Upgrades Pool

City of Temiskaming Shores

PW-RFP-004-2017

Eng. Services – Mechanical Room Upgrades Pool Fitness Centre

Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

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

Dated at, Sudbury, ON this 2nd day of March, 2017.

FIRM NAME: SNC-Lavalin Inc., Infrastructure Engineering
- Western Canada

BIDDER'S AUTHORIZED OFFICIAL: Jeff Hunter

TITLE: Mechanical Director

SIGNATURE: 



City of Temiskaming Shores
PW-RFP-004-2017
Eng. Services – Mechanical Room Upgrades Pool Fitness Centre

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Signed

Company Name

Aqua Plans Aquatic Consultants

Title

President.

City of Temiskaming Shores

PW-RFP-004-2017

Eng. Services – Mechanical Room Upgrades Pool Fitness Centre

Conflict of Interest Declaration

Please check appropriate response:



I/we hereby confirm that there is not nor was there any actual, or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.



The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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

Dated at 3:45pm this 3rd day of March, 2017.

FIRM NAME:

Aqua Plans Aquatic Consultants

BIDDER'S AUTHORIZED OFFICIAL:

Lee Bottoms

TITLE:

President

SIGNATURE:

[Handwritten Signature]

Memo

To: Mayor and Council
From: Douglas Walsh, CET, Director - Public Works
Date: March 21, 2017
Subject: Northeastern Ontario Public Works Org – Managers Session April 25th, 2017
Attachments: Appendix 01 – Draft Agenda
Appendix 02 – Registration Form

Mayor and Council:

For over three decades, a strong and vibrant North-Eastern Ontario Public Works Organization has provided a forum for municipalities, suppliers, provincial ministries and other organizations to come together, network, share ideas and discuss common issues.

In 2017 NEOPWO is looking to continue that work by bringing Northern communities together, with low cost and effective networking opportunities, training in pertinent areas for our members and the Annual Truck Roadeo to promote safe driving and operating practices to name a few.

The 32nd Annual Managers Forum and Trade Show is scheduled for April 25th and 26th 2017 at Northern College in South Porcupine where senior managers and elected officials will be brought together to share their thoughts and participate in educational opportunities and presentations on a wide variety of interesting topics, health & safety issues at the Managers Forum and the frontline staff will be able to participate in learning opportunities as well as view new and innovative products by suppliers at the Annual Meeting and Trade Show.

Attached is the draft program for the Managers Forum scheduled for April 25th where the NEOPWO Directors have arranged for presentations which include, “*First Nations Consultations*”, “*Responding to Media Requests*”, “*Are you Getting your Hydro One Rebates?*” and “*Modernizing WSIB- What does it mean for the Municipal Sector?*”

The City of Temiskaming Shores has supported the Managers Forum in the past by sending members of the Public Works Committee and this year’s program highlights several trending and interesting topics at a very reasonable cost.

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



NORTHEASTERN ONTARIO PUBLIC WORKS ORGANIZATION

DRAFT AGENDA – MANAGER’S FORUM

Northern College – 4715 Hwy 101 East, South Porcupine, ON

Tuesday, April 25th, 2017

- 8:45 – 9:00 Registration, Coffee and Welcome
- 9:00 – 11:45 *“First Nations Consultations” – David Flood, DLF Sustainable
Development Services,*
- 11:45 – 12:00 *AORS Updates – John Maheu*
- 12:00 – 12:45 Lunch and Learn - *What’s new in the OH&SA?” - Allan Armstrong,
Industrial H&S Inspector, MOL – Northern Region*
- 12:45 – 1:30 *“Responding to Media Requests” – Gordan Rennie,
Communications Coordinator, MTO – Northeastern Region*
- 1:30 – 2:30 *“Are you getting your Hydro One Rebates / Incentives? – Cathy
Zheng, Conservation Acct. Manager, CLEAResult and Charles
Coimbra, Business Programs Manager, Hydro One*
- Stretch and Hydration Break*
- 2:35 – 3:35 *Modernizing WSIB- What does it mean for the Municipal Sector? –
Monica Szabo, Exec. Director, PSH&SA & Jean-Serge Bidal, Exec.
Director, WSIB*
- 3:35 – 3:45 Round Table Discussion and Wrap-up
- 7:00 – 9:00 Supplier / Delegates Reception – Senator Hotel
(Former Day Inn’s – Block of rooms have been reserved for
Monday and Tuesday evening at a reduced rate, please quote NEOPWO event)

Wednesday April 26th, 2017 – (All Welcome – Separate Registration applies)

- 8:30 – 3:30 NEOPWO Annual Conference, Spring Meeting and Trade Show at Northern
College. Over 45 Suppliers and Displays and many informative discussions and
presentations!

Thank you for your continued support. We hope to see you at this year’s event!



NORTH EASTERN ONTARIO PUBLIC WORKS ORGANIZATION

Manager's Forum

**Northern College
Timmins, Ontario – April 25th, 2017**

DELEGATE REGISTRATION FORM – \$20 per Person (All Sessions, Refreshments and Lunch Included)

Name	Municipality / Group	Title
Total Registration Fee		\$

CONTACT INFORMATION

Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone: _____ Fax: _____

Email address: _____

Please make cheques payable to: **North Eastern Ontario Public Works Organization
c/o City of Temiskaming Shores
P.O Box 2050
Haileybury, ON. P0J 1P0**



Memo

To: Mayor & Council
From: Douglas Walsh, CET, Director of Public Works
Date: March 16, 2017
Subject: Blackwall Street Engineering / Design Proposal
Attachments: Appendix 01 – Administrative Report PW-002-2017
Appendix 02 – exp Services Proposal

Mayor & Council:

Following receipt of responses to PW-RPF-001-2017, being the Request for Proposals for the preparation of detailed design and tender documents for Albert Street reconstruction, Council awarded the assignment to *exp Services Inc.* at a cost of \$34,575 plus applicable taxes (Admin. Report PW-002-2017 is attached as **Appendix 01**). The intent of work was to have a shovel ready project for submission when the next round of applications for the Ontario Community Infrastructure Fund is released, which is anticipated to be in the Fall of 2017 and possible construction in 2018.

With the proposal being less than one-half of the anticipated and budgeted price, staff requested that the successful proponent provide a cost estimate to complete similar work on Blackwall Street from Rorke Avenue to Farr Drive (previously considered during 2017 budget deliberations). The reasoning behind the request was to take advantage of possible economies of scale as well as combined submissions for Environmental Compliance Approvals to the MOECC. The intent of this project is again to have a shovel ready project in advance of the next round of the Building Canada – Small Communities Fund expected to receive applications in the summer of 2018 and possible construction in 2019.

Exp. Services Inc. provided a “Proposal” that would allow the City to take advantage of the economies of scale as well as the ECA process at a total cost of \$71,525 plus applicable taxes for both projects. That total would be within the 2017 Capital Budget allocation of \$75,000.

The completion date for the work associated with Blackwall Street would be negotiable; however, the completion of final design and tender documents would be required by July 2018.

Public Works staff have reviewed the proposal and cost estimate for the work to be completed and find it to be comparable to that proposed in RFP-001-2017 and discussed the proposal with the Public Works Committee on March 16th at the Committee meeting held that day. The Committee has recommended that Council approve the award of a “stand alone” Agreement with *exp Services Inc.* for the preparation of detailed design and tender documents for Blackwall Street, as proposed at a cost of \$36,950 plus applicable taxes.

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

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



January 30th, 2017

Mr. Doug Walsh, Director of Public Works,
City of Temiskaming Shores,
325 Farr Drive, PO Box 2050,
Haileybury, Ontario. P0J 1K0

Re: Albert Street Reconstruction Request for Proposal

We would like to take this opportunity to propose the addition of the engineering design of Blackwall Street to the Albert Street project.

We are proposing the addition of Blackwall Street as it is identified in the City's asset management plan as a high priority, and due to its proximity to Albert Street, introducing the possibility for savings to the City resulting from the economy of scale; coordinated design of the two streets; and combined environmental approvals process.

We have prepared the attached summary of fees for the addition of the detailed engineering design of Blackwall Street from the intersection with Rorke Avenue to the intersection with Meridian Avenue.

Our estimate and scope of work, nearly identical to the Albert Street proposal, includes the following:

- Rock probing to establish a subsurface rock profile.
- Topographical site survey.
- Detailed design of subsurface infrastructure including sanitary and storm sewers and watermain.
- Detailed design of road reconstruction.
- Schedule A+ Class Environmental Assessment, and Environmental Compliance Approval applications.
- Preparation of engineering drawings.
- Preparation of tender documents and specifications.
- Tendering assistance: issuing clarifications, addendums to the tender, etc.
- Preparation of as-constructed drawings post construction.

In summary, our estimated fee is \$36,950.00, excluding HST, for the addition of Blackwall Street as noted in the above scope of work. Should you have any further questions, please feel free to contact our office.

Regards,

A handwritten signature in blue ink, appearing to read "Nolan Dombroski".

Nolan Dombroski, P.Eng
Infrastructure Manager
exp Services Inc.

A handwritten signature in blue ink, appearing to read "Terry Pascoe".

Terry Pascoe, B.Eng.
Project Manager
exp Services Inc.

Subject: 2016 Annual Water Reports

Report No.:

PW-005-2017

Agenda Date:

March 21, 2017

Attachments

Appendix 01: Dymond Annual Compliance and Summary Water Report 2016

Appendix 02: Haileybury Annual Compliance and Summary Water Report 2016

Appendix 03: New Liskeard Annual Compliance and Summary Water Report 2016

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-005-2017; more specifically Appendices 01, 02 and 03 being the 2016 Annual Compliance and Summary Reports for the water systems within the municipality in accordance to Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act;
2. That Council hereby directs staff:
 - To place the 2016 Annual Compliance and Summary Reports in the Water System Binders located at the municipal office (325 Farr Dr.);
 - To post the reports on the municipal website; and
 - To place an ad in the community bulletin notifying the public of the availability of these reports for public review; and
3. That Council further directs staff to forward a copy of Administrative Report PW-005-2017 to the Ministry of Environment and Climate Change, Safe Drinking Water Branch - North Bay for their records.

Background

In accordance to Schedule 22 – *Summary of Reports for Municipalities* of the Safe Drinking Water Act, more specifically Section 22-2. (1) (a) which states that the owner of a drinking water system shall ensure that, not later than March 31 of each year after 2003, a report is prepared in accordance with subsections (2) and (3) for the preceding calendar year and is given to, in the case of a drinking-water system owned by a municipality, the members of the municipal council.

Analysis

In this regard, the Ontario Clean Water Agency (OCWA), being the operating authority for the City of Temiskaming Shores, has submitted to the municipality the said required reports for the water systems for Haileybury, New Liskeard and Dymond. These reports are attached hereto as Appendices 01 to 03.

Once the reports are acknowledged by Council, a copy of these reports will be included in the Water System Binders located at the municipal office at 325 Farr Drive and must be available for inspection by any member of the public during normal business hours without charge in accordance with Section 12 (4) of the Safe Drinking Water Act. In addition, Section 11 (9.1) requires that effective steps are taken to advise users of water from the system that copies of the report are available, without charge, and of how a copy may be obtained. Thus, it is recommended that public dissemination of the documents be provided through the City’s website and that a notice of their availability be placed in the local newspaper (community bulletin).

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

There are no financial implications related to this subject. Staffing implications related to this process are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

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



Dymond Drinking Water System

2016 ANNUAL/SUMMARY REPORT

Prepared by the Ontario Clean Water Agency
on behalf of the City of Temiskaming Shores



TABLE OF CONTENTS

EXECUTIVE SUMMARY 2

INTRODUCTION..... 3

Section 11 – ANNUAL REPORT

1.0 INTRODUCTION..... 5

2.0 DESCRIPTION OF THE DRINKING WATER SYSTEM..... 6

3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD.... 6

4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM..... 7

5.0 DRINKING WATER SYSTEM HIGHLIGHTS..... 7

6.0 DETAILS ON NOTICES OF ADVERSE TEST RESULTS AND OTHER PROBLEMS
 REPORTED TO & SUBMITTED TO THE SPILLS ACTION CENTER..... 8

7.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD 8

8.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD..... 8

Schedule 22 – SUMMARY REPORT for MUNICIPALITIES

1.0 INTRODUCTION..... 14

2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET 14

3.0 SUMMARY OF QUANTITIES & FLOW RATES 15

4.0 CONCLUSION 20



EXECUTIVE SUMMARY

The 2016 Annual/Summary Report for the Dymond Drinking Water System addresses the requirements outlined in Section 11 and Schedule 22 of the Ontario Drinking Water Systems Regulation (O. Reg. 170/03) under the *Safe Drinking Water Act*, 2002.

The Ontario Clean Water Agency prepares this report on behalf of the City of Temiskaming Shores by February 28 of each year. The report is accessible on-line on the City of Temiskaming Shores website at: <http://www.temiskamingshores.ca/en/municipalservices/WaterSewer.asp> and in hard copy upon request. The availability of the Annual/Summary Report is communicated to the City of Temiskaming Shores's consumers via an ad in the community bulletin and notice at the City Hall.

This report is divided into two sections. Section 11 – Annual Report provides a detailed description of the drinking water system, list of chemicals used, significant expenses incurred, notices of adverse test results, any incidents issued, and a summary of all microbiological and operational testing performed. Also included are drinking water system highlights; the outcome of the most recent Ministry of Environment inspections and the status of the Quality and Environmental Management System, Schedule 22 – Summary Report for Municipalities presents any requirements the system failed to meet and a summary of quantities and flow rates generated by the drinking water system.

The City of Temiskaming Shores complied with the terms and conditions of all Licences and Permits, Ontario Drinking Water Quality Standards Regulation (O. Reg. 169/03), and the Drinking Water Systems Regulation (O. Reg. 170/03) with the exception of any events detailed in Section 2 of the Summary Report.



INTRODUCTION

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act*, 2002. The Act was passed following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking-water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

O. Reg. 170/03 requires the owner to produce an Annual Report, under Section 11. This report must include the following:

1. Description of system and chemical(s) used
2. Summary of any adverse water quality reports and corrective actions
3. Summary of all required testing
4. Description of any major expenses incurred to install, repair or replace equipment

This Annual Report must be completed by February 28 of each year.

The regulation also requires a Summary Report which must be presented and accepted by Council by March 31 of each year for the preceding calendar year reporting period.

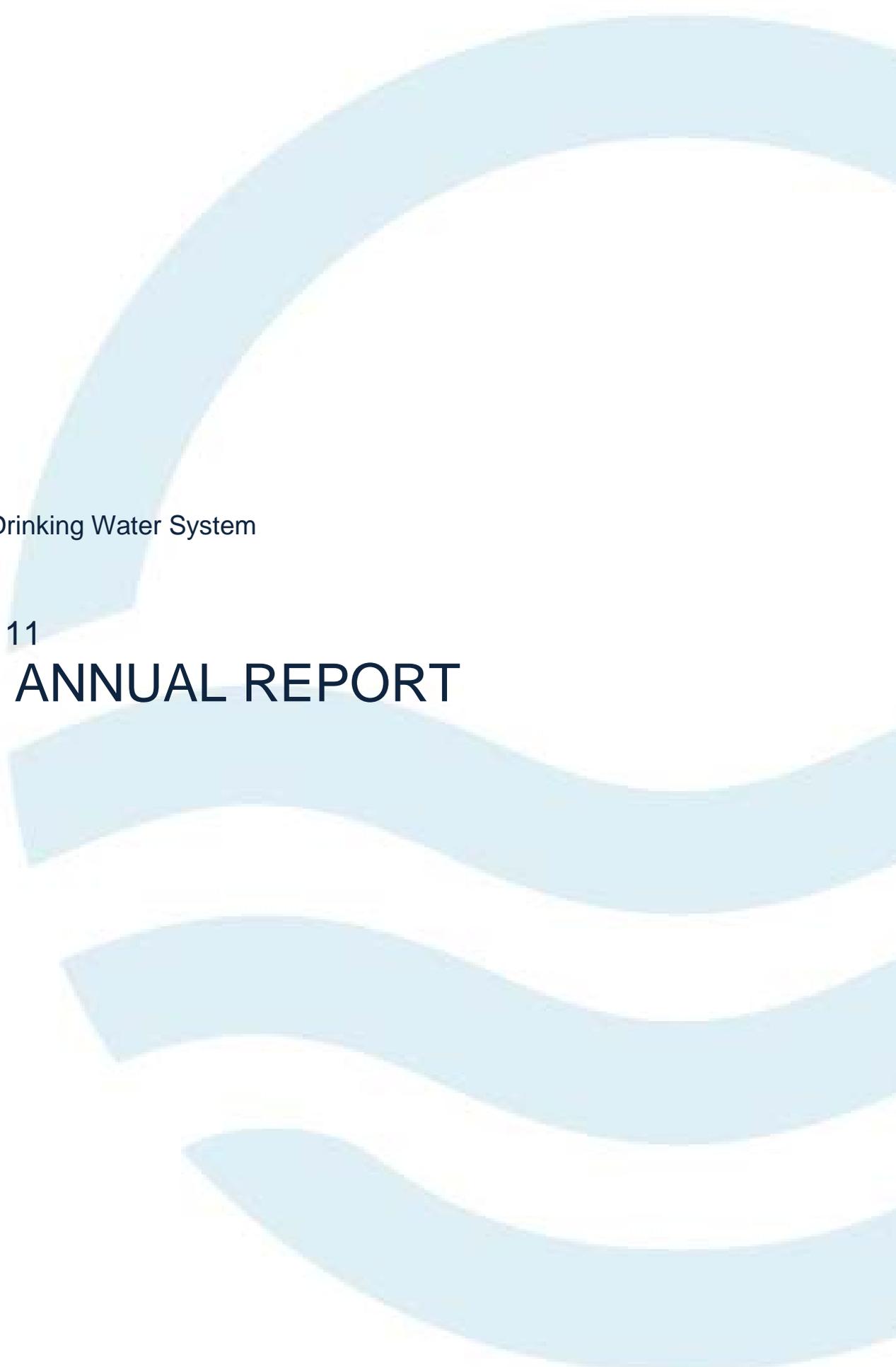
The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any Provincial Officer Order the system failed to meet during the reporting period. The report must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

The *Safe Drinking Water Act*, 2002 and the drinking water regulations can be viewed at the following website: <http://www.e-laws.gov.on.ca>.

To enable the Owner to assess the rated capacity of their system to meet existing and future planned water uses, the following information is also required in the report.

1. A summary of the quantities and flow rates of water supplied during the reporting period, including the monthly average and the maximum daily flows.
2. A comparison of the summary to the rated capacity and flow rates approved in the systems approval, drinking water works permit or municipal drinking water licence or a written agreement if the system is receiving all its water from another system under an agreement.

The two reports have been combined and presented to council as the 2016 Annual/Summary Report.

A large, stylized graphic of blue waves or a sun rising over water, composed of several thick, curved bands of light blue color. The graphic is positioned on the right side of the page, partially overlapping the text.

Dymond Drinking Water System

Section 11

2016 ANNUAL REPORT



Section 11

ANNUAL REPORT

1.0 INTRODUCTION

Drinking-Water System Name	DYMOND DRINKING WATER SYSTEM
Drinking-Water System Number	220000335
Drinking-Water System Owner	The Corporation of the City of Temiskaming Shores
Drinking-Water System Category	Large Municipal, Residential System
Reporting Period	January 1, 2016 to December 31, 2016

Does your Drinking-Water System serve more than 10,000 people? No

Is your annual report available to the public at no charge on a web site on the Internet?

Yes at: <http://www.temiskamingshores.ca/en/municipalservices/WaterSewer.asp>

Location where Report required under O. Reg. 170/03 Schedule 22 will be available for inspection:

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

Drinking-Water Systems that receive drinking water from the New Liskeard Drinking Water System

The Dymond Drinking Water System provides all of its drinking water to the community of Dymond within the City of Temiskaming Shores.

The Annual Report was not provided to any other Drinking Water System owners

The Ontario Clean Water Agency prepared the 2016 Annual Report for the Dymond Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores.

Notification to system users that the Annual Report is available for viewing is accomplished through:

- Public access/notice via the web
- Public access/notice via Government Office
- Public access/notice via a community bulletin



2.0 DESCRIPTION OF THE DRINKING WATER SYSTEM

The Dymond Drinking Water System is owned by The Corporation of the City of Temiskaming Shores. The treatment system is operated by the Ontario Clean Water Agency and the distribution system is operated by the City of Temiskaming Shores Public Works Department.

The Dymond water treatment plant is a well supply that services the community of Dymond, located at the southwest corner of Raymond Street and Crystal Crescent. Raw water is drawn from two groundwater source wells, Well 1 and 2. Well 1 is an 88.4 meter deep drilled well equipped with a submersible pump rated at 18.9 L/s. Well 2 is a 93.0 meter deep drilled well equipped with a submersible pump that has a rated capacity of 17.05 L/s.

Both wellheads terminate inside two secure well houses separate from the water treatment plant. Raw water from both wells joins at a common header where sodium hypochlorite is injected for primary disinfection. The chlorination system consists of two chemical metering pumps, one duty and one standby with automatic switchover in case the duty pump fails.

Once chlorinated, the treated water enters four interconnected baffled reservoir cells with a combined volume of 1,395 m³. The water is then directed to the single story concrete pumping station which houses six high lift pumps; four submersible pumps (each rated at 22.7 L/s) and two vertical turbine pumps (each rated at 28.1 L/s). The treated water is directed into the distribution system.

A 275 kW emergency diesel generator located in the main building is used to provide backup during power failures.

This system services a population of approximately 500 which includes a mixture of commercial and institutional properties.

On January 27th, 2016, the Dymond water distribution subsystem was connected to the New Liskeard Drinking Water System. The former Dymond Water Treatment Plant became the Dymond Reservoir. Well 1 and 2 were disconnected from the Dymond distribution system and are no longer used as a raw water source for the drinking water system. The authorization to alter the drinking water system was granted under New Liskeard Drinking Water Works Permit No. 218-203, Issue No. 1.

3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD

The only treatment chemical used in the Dymond Drinking Water System treatment process is Sodium Hypochlorite for primary/secondary disinfection. This chemical is NSF/ANSI approved.



4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM

The following work was completed in 2016

- On January 27th, 2016, the Dymond water distribution subsystem was connected to the New Liskeard Drinking Water System. The former Dymond Water Treatment Plant became the Dymond Reservoir. The authorization to alter the drinking water system was granted under New Liskeard Drinking Water Works Permit No. 218-203, Issue No. 1.

All routine maintenance functions were accomplished through OCWA's comprehensive Workplace Management computerized work order system.

5.0 DRINKING WATER SYSTEM HIGHLIGHTS

The Dymond Drinking Water System (DWS) provided safe and reliable drinking water to the residents of Dymond within the City of Temiskaming Shores. On an annual basis the Ministry of Environment (MOE) performs an inspection of municipal drinking water systems to assess compliance with the regulations. The MOECC conducted the annual inspection of the Dymond DWS on January 5, 2016 which included a physical inspection of the treatment plant as well as a document review for the period of January 13th, 2015 to January 5th, 2016. The inspection report received a compliance rating of 95.57 %. The report identified two (2) non-compliance items which were resolved. These items were identified in the 2015 Annual/Summary Report.

The system was inspected again on October 20, 2016. This inspection included physical inspection of the Dymond source wells and a review of water quality monitoring from January 5th, 2016 to January 27th, 2016. The inspection report received a compliance rating of 100 %. The report identified one (1) non-compliance item which will be resolved in the Spring/Summer of 2017. Refer to *Section 2.0 Requirements the System Failed to Meet* for details.

SAI Global conducted a re-accreditation (verification) audit of the Temiskaming Shores Drinking Water System's Quality and Environmental Management System (QEMS). The system and processes associated with the QEMS were evaluated on June 2, 2016 to ensure implementation of the Operational Plan and procedures and conformance to the Drinking Water Quality Management Standard. The one Minor Non-conformances and five Opportunities for Improvement (OFIs) were identified. The non-compliance item was resolved immediately the OFI's are being implemented in the next revision of the Operational Plan. Re-accreditation was achieved on July 19, 2016.

OCWA implemented a new computerized work order system (Maximo) which will better maintain the system's assets and optimize the facility. The system is used to schedule equipment maintenance activities and capture details of work performed. This information is valuable to assess equipment operation, locate equipment specifications and track any additional maintenance completed or required.



On January 27th, 2016, the Dymond water distribution subsystem was connected to the New Liskeard Drinking Water System and no major issues were encountered.

6.0 DETAILS ON NOTICES OF ADVERSE TEST RESULTS AND OTHER PROBLEMS REPORTED TO & SUBMITTED TO THE SPILLS ACTION CENTER

Based on information kept on record by OCWA, the Dymond Drinking Water System was in full compliance in 2016 with no adverse water quality incidents reported to the MOE’s Spills Action Centre.

7.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

Microbiological samples were collected and tested as required under O. Regulation 170/03 until the Dymond water system was connected to the New Liskeard water system on January 27th.

Sample Type	Number of Samples	<i>E.coli</i> Results (min to max)	Total Coliform Results (min to max)	Number of HPC Samples	Range of HPC Results (min to max)
Raw – Well 1	4	0 to 0	0 to 2	N/A	N/A
Raw – Well 2	4	0 to 0	0 to 0	N/A	N/A
Treated	4	0 to 0	0 to 0	4	<10 to <10
Distribution	12	0 to 0	0 to 0	4	<10 to 20

Maximum Acceptable Concentration (MAC) for *E. coli* = 0 Counts/100 mL

MAC for Total Coliforms = 0 Counts/100 mL

NDOGN – No Data, Overgrown with Non-Target

8.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

Operational samples were collected and tested as required under O. Regulation 170/03 until the Dymond water system was connected to the New Liskeard water system on January 27th.

Turbidity in the Raw Water

Parameter	Number of Samples	Range of Results (min to max)	Unit of Measure
Turbidity – Well 3	3	1.41 to 1.60	NTU
Turbidity – Well 4	3	0.72 to 1.03	NTU



Continuous Flow Analyzers in Treatment Process

Parameter	Number of Samples	Range of Results (min to max)	Unit of Measure
Free Chlorine	730	1.59 to 2.17	mg/L

Note: For continuous monitors use 730 as the number samples for one month.

Free Chlorine Residual in the Distribution System

Number of Samples	Free Chlorine (min to max)	Unit of Measure	Standard
28	0.33 to 1.79	mg/L	≥ 0.05

Note: Four (4) chlorine residual samples are collected one day and three (3) on a second day of each week. The sample sets must be collected at least 48-hours apart and samples collected on the same day must be from different locations.

Nitrate & Nitrite at the Water Treatment Plant

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 11, 2016	0.77	<0.05	mg/L	No

MAC for Nitrate = 10 mg/L

MAC for Nitrite = 1.0 mg/L

Total Trihalomethane in the Distribution System

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 11, 2016	49	ug/L	41.7	No

MAC for Trihalomethanes = 100 ug/L (Four Quarter Running Average)

Lead Data

(Applicable to the following drinking water systems; large municipal residential systems, small, municipal residential systems, and non-municipal year-round residential systems)

Schedule C, Section 5.0 (5.1) of MDWL No. 218-103 for the New Liskeard Drinking Water System requires the owner of the “historical” Dymond drinking water system and the operating authority for the drinking water system to ensure that surveillance samples are taken and tested as described below for lead, pH and alkalinity for a period from June 15, 2016 to October 15, 2016. These surveillance samples shall be held to the same sample requirements listed in O. Reg. 170/03 Schedule 15.1 Section 15.1-6 through to Section 15.1-11.

- Five (5) points in plumbing that serves the private residences
- One (1) point in the plumbing that does not serve private residences
- One (1) point in the distribution system



pH & Alkalinity in the Plumbing that Serves Private Residences

Sample Date	# of Samples	Lead Results (ug/L) (min to max)	pH Results (min to max)	Temperature (°C) (min to max)
October 13, 2016	5	<0.1 to 0.43	7.40 to 7.70	13.1 to 15.9

pH & Alkalinity in the Plumbing that Does Not Serve Private Residences

Sample Date	# of Samples	Lead Results (ug/L) (min to max)	pH Results (min to max)	Temperature (°C) (min to max)
October 13, 2016	1	0.51 / 0.20	7.40	15.1

pH & Alkalinity in the Distribution System

Sample Date	# of Samples	Lead Results (ug/L) (min to max)	Alkalinity Results (mg/L) (min to max)	pH Results (min to max)	Temperature (°C) (min to max)
October 13, 2016	1	1.12	180	7.70	13.1

Schedule 23 Inorganic Data at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	Exceedance
Antimony	<0.5	ug/L	6	No
Arsenic	<1.0	ug/L	25	No
Barium	24.7	ug/L	1000	No
Boron	67.7	ug/L	5000	No
Cadmium	<0.1	ug/L	5	No
Chromium	3.4	ug/L	50	No
Mercury	<0.1	ug/L	1	No
Selenium	<1.0	ug/L	10	No
Uranium	<1.0	ug/L	20	No

Sample Date: October 4, 2014.

Schedule 24 Organic Data at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	Exceedance
Alachlor	<0.5	ug/L	5	No
1,1-Dichloroethylene (vinylidene chloride)	<0.2	ug/L	14	No
1,2-Dichlorobenzene	<0.2	ug/L	200	No
1,2-Dichloroethane	<0.2	ug/L	5	No
1,4-Dichlorobenzene	<0.2	ug/L	5	No
2,3,4,6-Tetrachlorophenol	<0.6	ug/L	100	No
2,4,5-Trichlorophenoxy acetic acid (2,4,5-T)	<0.06	ug/L	280	No



Parameter	Result Value	Unit of Measure	MAC	Exceedance
2,4,6-Trichlorophenol	<0.6	ug/L	5	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	<0.2	ug/L	100	No
2-4 Dichlorophenol	<0.6	ug/L	900	No
Aldicarb	<0.6	ug/L	9	No
Aldrin + Dieldrin	<0.004	ug/L	0.7	No
Atrazine + N-dealkylated metobolites	<0.9	ug/L	5	No
Azinphos-methyl	<0.4	ug/L	20	No
Bendiocarb	<1.0	ug/L	40	No
Benzene	<0.2	ug/L	5	No
Benzo(a)pyrene	<0.009	ug/L	0.01	No
Bromoxynil	<0.6	ug/L	5	No
Carbaryl	<1.0	ug/L	90	No
Carbofuran	<1.0	ug/L	90	No
Carbon Tetrachloride	<0.2	ug/L	5	No
Chlordane (Total)	<0.004	ug/L	7	No
Chlorpyrifos	<0.4	ug/L	90	No
Cyanazine	<0.4	ug/L	10	No
Diazinon	<0.4	ug/L	20	No
Dicamba	<0.2	ug/L	120	No
Dichlorodiphenyl trichloroethane (DDT) + metabolites	<0.005	ug/L	30	No
Dichloromethane	<1.0	ug/L	50	No
Diclofop-methyl	<0.2	ug/L	9	No
Dimethoate	<0.4	ug/L	20	No
Dinoseb	<0.06	ug/L	10	No
Diquat	<7.0	ug/L	70	No
Diuron	<6.0	ug/L	150	No
Glyphosate	<20.0	ug/L	280	No
Heptachlor + Heptachlor Epoxide	<0.004	ug/L	3	No
Lindane (Total)	<0.001	ug/L	4	No
Malathion	<0.4	ug/L	190	No
Methoxychlor	<0.001	ug/L	900	No
Metolachlor	<0.2	ug/L	50	No
Metribuzin	<0.2	ug/L	80	No
Monochlorobenzene	<0.2	ug/L	80	No
Paraquat	<1.0	ug/L	10	No
Parathion	<0.2	ug/L	50	No
Pentachlorophenol	<0.6	ug/L	60	No
Phorate	<0.04	ug/L	2	No
Picloram	<0.06	ug/L	190	No
Polychlorinated Biphenyls (PCB)	<0.05	ug/L	3	No
Prometryne	<0.2	ug/L	1	No
Simazine	<0.4	ug/L	10	No
Temephos	<20.0	ug/L	280	No



Parameter	Result Value	Unit of Measure	MAC	Exceedance
Terbufos	<0.2	ug/L	1	No
Tetrachloroethylene	<0.2	ug/L	30	No
Triallate	<0.2	ug/L	230	No
Trichloroethylene	<0.2	ug/L	50	No
Trifluralin	<0.2	ug/L	45	No
Vinyl Chloride	<0.2	ug/L	2	No

Sample Date: October 14, 2014.

Inorganic or Organic Parameter(s) that Exceeded Half the Standard Prescribed in Schedule 2 of Ontario Drinking Water Quality Standards

No inorganic or organic parameter(s) listed in Schedule 23 and 24 of Ontario Regulation 170/03 exceeded half the standard found in Schedule 2 of the Ontario Drinking Water Standard (O. Reg.169/03) during the reporting period.

Most Recent Sodium Data at the Water Treatment Plant

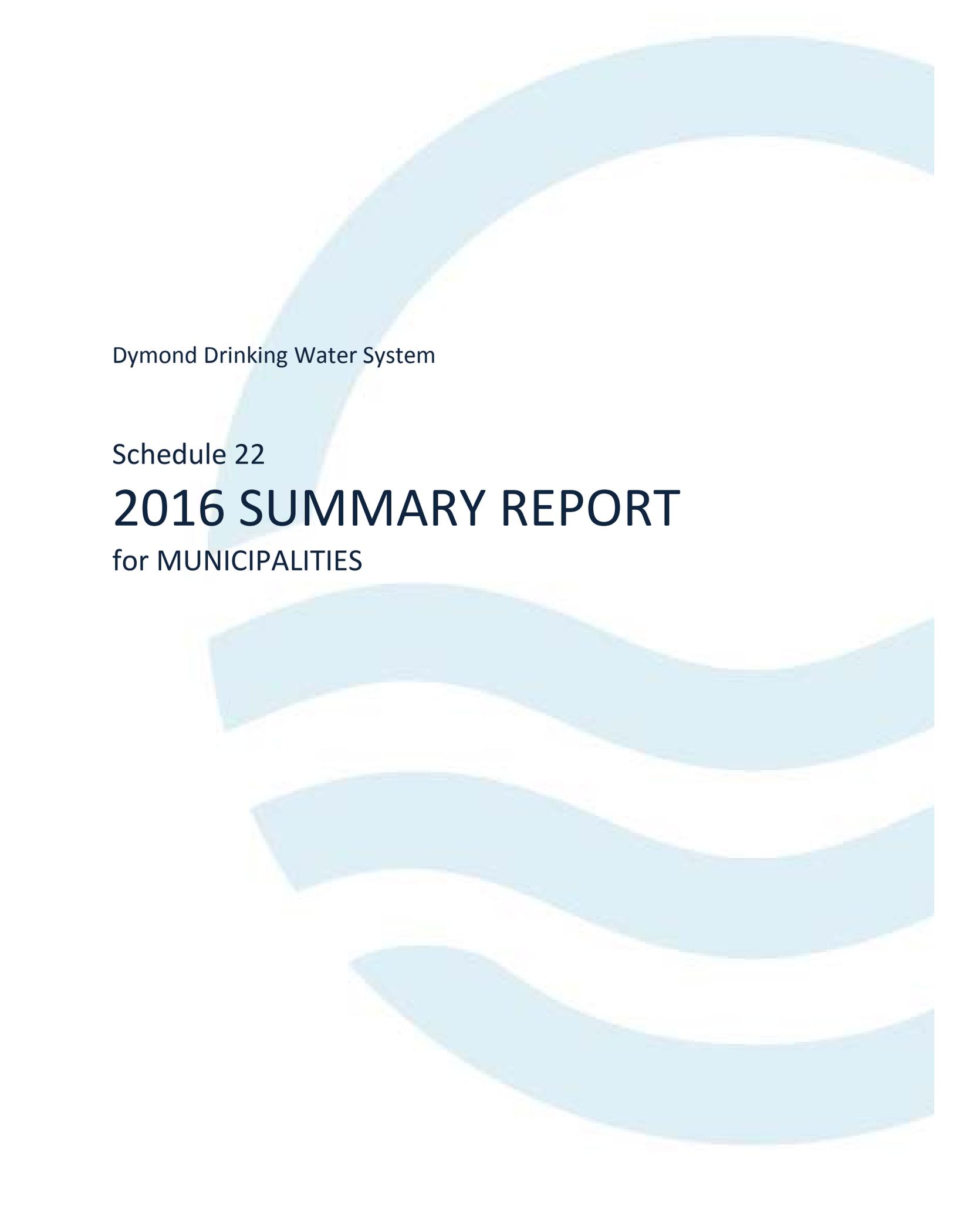
Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
January 21, 2015	1	19.3	mg/L	20	Yes

Most Recent Fluoride Data at the Water Treatment Plant

Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 7, 2014	1	0.76	mg/L	1.5	No

Additional Testing Performed in Accordance with a Legal Instrument

No additional sampling and testing was required for the Dymond Drinking Water System during the 2016 reporting year besides the raw water assessment.



Dymond Drinking Water System

Schedule 22

2016 SUMMARY REPORT

for MUNICIPALITIES



Schedule 22

SUMMARY REPORTS for MUNICIPALITIES

1.0 INTRODUCTION

Drinking-Water System Name	DYMOND DRINKING WATER SYSTEM
Municipal Drinking Water Licence (MDWL)	218-101 (issued August 24, 2011)
Drinking Water Works Permit (DWWP)	218-201 (issued August 24, 2011)
Permit to Take Water (PTTW)	0462-PBPNWK (issued October 3, 2013)
Reporting Period	January 1, 2016 to December 31, 2016

2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET

According to information kept on record by OCWA, the Dymond Drinking Water System failed to meet the following requirements:

Incident #3 – Well Maintenance and Decommissioning

Legislation	Section 15.2(7), Section 21 (8), Section 21 (3) of R.R.O 1990, Reg. 903
Requirement(s) the System Failed to Meet	Failure of the person constructing the drilled well to ensure that the top of the casing was sealed with a commercially manufactured vermin-proof cap
Corrective Action	By no later than August 31st, 2017, the City of Temiskaming Shores is required to submit to Water Inspector Erin Spires, Ministry of the Environment and Climate Change North Bay Office, written confirmation that the Dymond Source Wells No. 1 and 2 have been either: <ol style="list-style-type: none"> 1) Decommissioned, in accordance with Section 21(3) of R.R.O. 1990, Reg. 903/03, or 2) Maintained in a manner sufficient to prevent the entry into the well of surface water and other foreign materials, including the installation of a commercially manufactured, vermin proof well cap on Well No. 2, in accordance with Section 15.2(7) and Section 20(1) of R.R.O. 1990, Reg. 903.
Status	In-progress. The City of Temiskaming Shores indicated that they plan to decommission the Dymond Source Wells in the Spring/Summer of 2017. In the interim, OCWA will install a vermin proof well cap



3.0 SUMMARY OF QUANTITIES & FLOW RATES

Flow Monitoring

Municipal Drinking Water Licence (MDWL) #218-101 requires the owner to install a sufficient number of flow measuring devices to permit the continuous measurement and recording of:

- the flow rate and daily volume of water conveyed from the treatment system to the distribution system, and
- the flow rate and daily volume of water conveyed into the treatment system.

The Dymond drinking water system has the appropriate number of flow meters as listed in the MDWL. The flow metering devices were calibrated in accordance to manufacturers' specifications on an annual basis and are operating as required.

Water Usage

The following Water Usage Tables summarize the quantities and flow rates of water taken and produced during the 2016 reporting period, including average monthly volumes, maximum monthly volumes, total monthly volumes and maximum flow rates.

Note: As of January 27, 2016, Well 1 and Well 2 were disconnected and the Dymond Drinking Water System was fed from the New Liskeard Drinking water System.



2016 - Monthly Summary of Water Takings from the Source (Well No. 1 and Well No. 2)

Regulated by Permit to Take Water (PTTW) #0462-9BPNWK, issued October 3, 2013

Well No. 1

	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Year to Date</i>
<i>Total Volume (m³)</i>	159												159
<i>Average Volume (m³/d)</i>	5												5
<i>Maximum Volume (m³/d)</i>	82												82
<i>PTTW - Maximum Allowable Volume (m³/day)</i>	910												
<i>Maximum Flow Rate (L/min)</i>	1005												1005
<i>PTTW - Maximum Allowable Flow Rate (L/min)</i>	1150												



Well No. 2

	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Year to Date</i>
<i>Total Volume (m³)</i>	6261												6261
<i>Average Volume (m³/d)</i>	202												202
<i>Maximum Volume (m³/d)</i>	311												311
<i>PTTW - Maximum Allowable Volume (m³/day)</i>	1500												
<i>Maximum Flow Rate (L/min)</i>	983												983
<i>PTTW - Maximum Allowable Flow Rate (L/min)</i>	1300												

2016 - Monthly Summary of Treated Water from the Dymond Reservoir to the Distribution System

Regulated by Municipal Drinking Water Licence (MDWL) #218-101 - Issue 1, dated August 24, 2011

	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Year to Date</i>
<i>Total Volume (m³)</i>	13655	8794	21433	7969	15706	13219	15988	15593	9326	9301	9901	8065	148950
<i>Average Volume (m³/d)</i>	440	303	691	266	507	441	516	503	311	310	330	260	406
<i>Maximum Volume (m³/d)</i>	614	519	1257	399	930	799	821	1018	383	407	521	310	1257
<i>MDWL - Rated Capacity (m³/day)</i>	2273												



Comparison of Summary to the Rated Capacity & Flow Rates Approved in the Systems Approval, Licence and Permit

As of January 27, 2016, the Dymond Drinking Water System was connected to the New Liskeard Drinking Water System and Well 1 and Well 2 were disconnected and are no longer used as a raw water source.

Dymond DWS' Permit to Take Water (PTTW) # 0462-9BPNWK, issued October 3, 2013 allowed the City of Temiskaming Shores to withdraw water at a maximum volume of 910 m³ from Well 1 and 1500 m³ from Well 2. A review of the raw water flow data for January indicates that the maximum water taking from Well 1 was 82 m³ and 311 m³ from Well 2.

The PTTW also allowed a maximum rate of taking of 1150 L/min from Well 1 and 1300 L/min from Well 2. The wells were within their limits with the maximum flow rate at 1005 L/min for Well 1 and 983 L/min for Well 2.

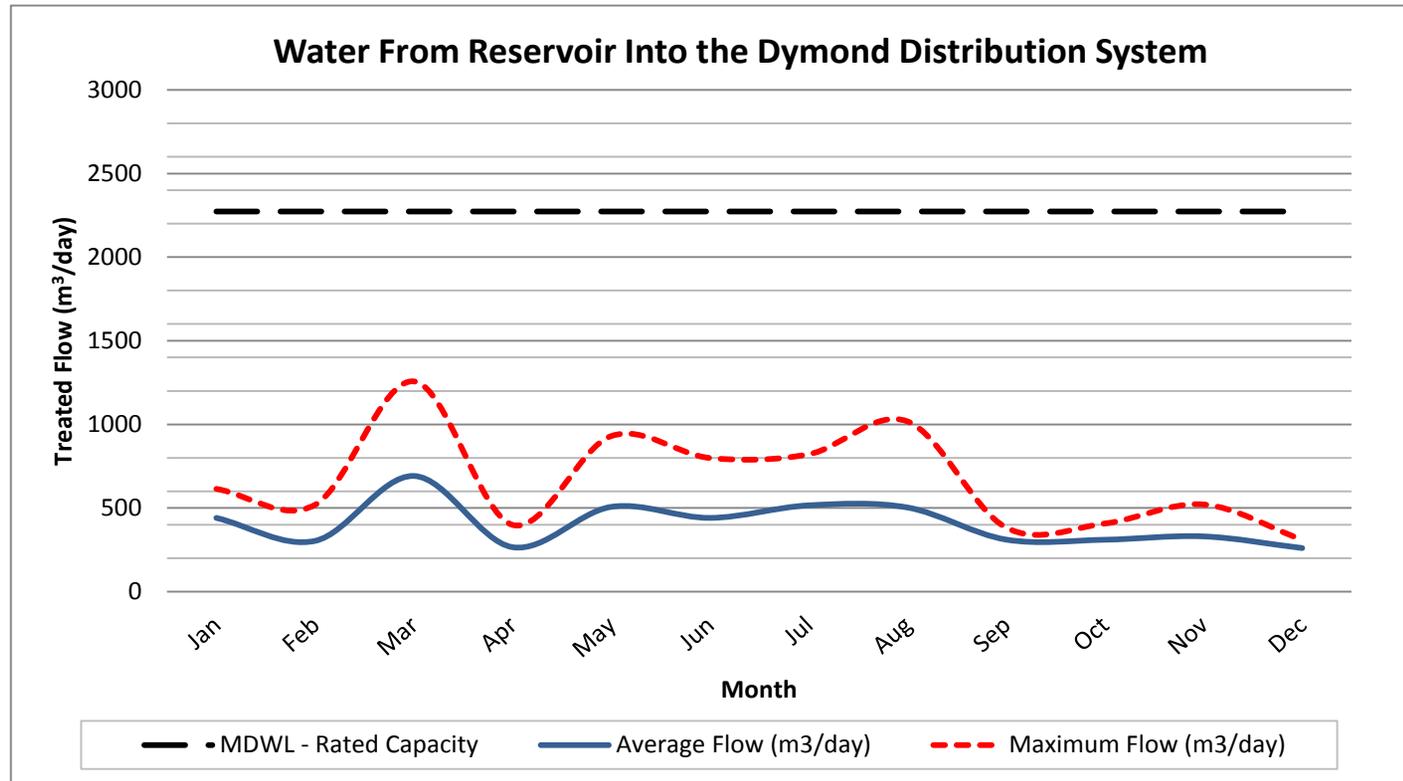
The MDWL requires that the maximum daily volume of treated water that flows to the distribution system shall not exceed 2273 m³/day. This rate was not exceeded during the reporting period. The maximum recorded volume was 1257 m³/day.

The following table and graph (Figure 1) compare the average and maximum flow rates into the distribution system to the approved rated capacity of the system as identified in the MDWL.



Figure 1: 2016 - Daily Volume of Treated Water from the Dymond Reservoir into the Distribution System

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Flow (m ³ /day)	440	303	691	266	507	441	516	503	311	310	330	260
Maximum Flow (m ³ /day)	614	519	1257	399	930	799	821	1018	383	407	521	310
MDWL - Rated Capacity	2273	2273	2273	2273	2273	2273	2273	2273	2273	2273	2273	2273
% Rated Capacity	27	23	55	18	41	35	36	45	17	18	23	14





4.0 CONCLUSION

The system has complied with requirements outlined in its drinking water works permit and municipal drinking water licence and was able to operate in accordance with the terms and conditions of the Permit to Take Water while meeting the community's demand for water use.

The Dymond Drinking Water System was connected to the New Liskeard Drinking Water System on January 27, 2016. The authorization to alter the drinking water system was granted under New Liskeard Drinking Water Works Permit No. 218-203, Issue No. 1.

The MOECC conducted an inspection of the Dymond source wells and water quality monitoring data from January 5th, 2016 to January 27th, 2016. One non-compliance item concerning the protection and decommissioning of the wells will be resolved in the Spring/Summer of 2017.



Haileybury Drinking Water System

2016 ANNUAL/SUMMARY REPORT



Prepared by the Ontario Clean Water Agency
on behalf of the City of Temiskaming Shores



TABLE OF CONTENTS

EXECUTIVE SUMMARY 2
 INTRODUCTION 3

Section 11 – ANNUAL REPORT

1.0 INTRODUCTION..... 5
 2.0 DESCRIPTION OF THE DRINKING WATER SYSTEM 6
 3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD.... 7
 4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM 7
 5.0 DRINKING WATER SYSTEM HIGHLIGHTS..... 7
 6.0 DETAILS ON NOTICES OF ADVERSE TEST RESULTS AND OTHER PROBLEMS
 REPORTED TO & SUBMITTED TO THE SPILLS ACTION CENTER 8
 7.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD 9
 8.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD 9

Section 12 – SUMMARY REPORT for MUNICIPALITIES

1.0 INTRODUCTION..... 14
 2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET..... 14
 3.0 SUMMARY OF QUANTITIES & FLOW RATES..... 18
 4.0 CONCLUSION..... 21



EXECUTIVE SUMMARY

The 2016 Annual/Summary Report for the Haileybury Drinking Water System addresses the requirements outlined in Section 11 and Schedule 22 of the Ontario Drinking Water Systems Regulation (O. Reg. 170/03) under the *Safe Drinking Water Act, 2002*.

The Ontario Clean Water Agency prepares this report on behalf of the City of Temiskaming Shores by February 28 of each year. The report is accessible on-line on the City of Temiskaming Shores website at: <http://www.temiskamingshores.ca/en/municipalservices/WaterSewer.asp> and in hard copy upon request. The availability of the Annual/Summary Report is communicated to the City of Temiskaming Shores consumers via an ad in the community bulletin and notice at the City Hall.

This report is divided into two sections. Section 11 – Annual Report provides a detailed description of the drinking water system, list of chemicals used, significant expenses incurred, notices of adverse test results, any incidents issued, and a summary of all microbiological and operational testing performed. Also included are drinking water system highlights; the outcome of the most recent Ministry of Environment inspection, the status of the Quality and Environmental Management System, summary of completed work orders, examples of system improvements in 2016. Schedule 22 – Summary Report for Municipalities presents any requirements the system failed to meet. Also included is a summary of quantities and flow rates generated by the drinking water system.

The City of Temiskaming Shores complied with the terms and conditions of all Licences and Permits, Ontario Drinking Water Quality Standards Regulation (O. Reg. 169/03), and the Drinking Water Systems Regulation (O. Reg. 170/03) with the exception of those events detailed in Section 2 of the Summary Report.



INTRODUCTION

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act*, 2002. The Act was passed following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking-water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

O. Reg. 170/03 requires the owner to produce an Annual Report, under Section 11. This report must include the following:

1. Description of system and chemical(s) used
2. Summary of any adverse water quality reports and corrective actions
3. Summary of all required testing
4. Description of any major expenses incurred to install, repair or replace equipment

This Annual Report must be completed by February 28 of each year.

The regulation also requires a Summary Report which must be presented and accepted by Council by March 31 of each year for the preceding calendar year reporting period.

The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any Provincial Officer Order the system failed to meet during the reporting period. The report must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

The *Safe Drinking Water Act*, 2002 and the drinking water regulations can be viewed at the following website: <http://www.e-laws.gov.on.ca>.

To enable the Owner to assess the rated capacity of their system to meet existing and future planned water uses, the following information is also required in the report.

1. A summary of the quantities and flow rates of water supplied during the reporting period, including the monthly average and the maximum daily flows.
2. A comparison of the summary to the rated capacity and flow rates approved in the systems approval, drinking water works permit or municipal drinking water licence or a written agreement if the system is receiving all its water from another system under an agreement.

The two reports have been combined and presented to council as the 2016 Annual/Summary Report.



Haileybury Drinking Water System

Section 11

2016 ANNUAL REPORT

for MUNICIPALITIES

Section 11

ANNUAL REPORT



1.0 INTRODUCTION

Drinking-Water System Name	HAILEYBURY DRINKING WATER SYSTEM
Drinking-Water System Number	210000309
Drinking-Water System Owner	The Corporation of the City of Temiskaming Shores
Drinking-Water System Category	Large Municipal, Residential System
Reporting Period	January 1, 2016 to December 31, 2016

Does your Drinking-Water System serve more than 10,000 people? No

Is your annual report available to the public at no charge on a web site on the Internet?

Yes at: <http://www.temiskamingshores.ca/en/municipalservices/WaterSewer.asp>

Location where Report required under O. Reg. 170/03 Schedule 22 will be available for inspection:

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

Drinking-Water Systems that receive drinking water from the Haileybury Drinking Water System

The Haileybury Drinking Water System provides all of its drinking water to the community of Haileybury within the City of Temiskaming Shores.

The Annual Report was not provided to any other Drinking Water System owners

The Ontario Clean Water Agency prepared the 2016 Annual Report for the Haileybury Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores. The Haileybury Drinking Water System is a stand-alone system that does not receive water from or send water to another system.

Notification to system users that the Annual Report is available for viewing is accomplished through:

Public access/notice via the web

Public access/notice via Government Office

Public access/notice via a community bulletin Public access/notice via a newspaper



2.0 DESCRIPTION OF THE DRINKING WATER SYSTEM

The Haileybury Drinking Water System is owned by The Corporation of the City of Temiskaming Shores. The treatment system is operated by the Ontario Clean Water Agency and the distribution system is operated by the City of Temiskaming Shores Public Works Department. This subject system is not interconnected to any other drinking-water systems owned by different owners.

This surface water system services approximately 4200 residents in the community of Haileybury. Located at 322 Browning Street, the water treatment plant obtains its raw water from Lake Temiskaming. A 197 m long, 450 mm diameter raw water intake pipe extends 168 m into the lake and draws water at a rate of 15840 m³/day. The intake structure is an upturned bell intake inside a cribbed structure. The intake is approximately 12.5 m below the low recorded water level and 2 m above the lake bottom. There are no critical upstream or downstream processes relied upon to ensure the provision of safe drinking water.

Water flows into the intake structure by gravity, through two removable inlet screens and is stored in the raw water wet well. The wet well contains a heated superstructure and has a storage volume of 37.2 m³. The low lift pumping station is equipped with three low lift duty pumps; all are vertical turbine pumps. A magnetic water meter is located in the water treatment plant to monitor raw water flows.

Raw water is pumped to the water treatment building where it is injected with sodium carbonate (soda ash) for pH and alkalinity adjustment and aluminum sulphate for the coagulation/flocculation process. The process water undergoes rapid mixing, flows into two flocculation basins, where polymer is added as a coagulant aid, and then to a settling tank for clarification. The process water flows through one of three dual media filters consisting of anthracite and silica sand. The filter system is equipped with an automated backwash sequence, filter-to-waste capabilities, air compressor and an underdrain system. The backwash wastewater and the settled solids from the settling tank are discharged to the municipal sanitary system.

After filtration, the process water is chlorinated with chlorine gas for primary disinfection and pH adjusted with soda ash before entering the dual-celled clearwell. Three high lift pumps direct treated water from the clearwell to an off-site reservoir on Niven Street where it receives additional contact time. A magnetic flow meter on the discharge main is used to monitor the flow leaving the water treatment plant. The chlorine gas system, equipped with automatic switchover, is located in a separate room at the water treatment plant with outside access only.

The Niven Street reservoir is a baffled contact tank consisting of two chambers that provide sufficient chlorine contact time to meet CT requirements. Ammonium sulphate is injected into the treated water for secondary disinfection before being gravity fed or pumped to the distribution system by three high lift pumps. The distribution system is comprised of three pressure zones. Zone 1 is gravity fed, Zone 2 is an intermediate pressure region and Zone 3 is a high-pressure zone.



A 230 kW diesel generator is available at the water treatment plant and a 200 kW diesel engine generator is on hand at the reservoir for emergency purposes. This system is classified as a Large Municipal Residential Drinking Water System and has approximately 1912 service connections.

3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD

The following chemicals were used in the Haileybury Drinking Water System treatment process:

- Aluminum Sulphate (Alum) – Coagulation/Flocculation
- Ammonium Sulfate – Secondary Disinfection
- Chlorine Gas – Primary Disinfection
- Polyelectrolyte (Polymer) - Coagulant Aid
- Soda Ash – pH and Alkalinity Adjustment

All treatment chemicals are NSF/ANSI approved.

4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM

The following work was completed in 2016:

- Replacement of the two remaining submersible low lift pumps with vertical turbine pumps.
- Replacement of the existing MCC – preliminary work was started and installation is scheduled for completion in 2017
- Replacement of the last submersible high lift pump with a vertical turbine

All routine maintenance functions were accomplished through OCWA's comprehensive Workplace Management computerized work order system, Maximo.

A list of suggested drinking water system improvements for 2017 was submitted to the City of Temiskaming Shores in November 2016.

These improvements will be reviewed by the City of Temiskaming Shores and approved items will be summarized in next year's report.

5.0 DRINKING WATER SYSTEM HIGHLIGHTS

The Haileybury Drinking Water System (DWS) provides safe and reliable drinking water to the residents of the City of Temiskaming Shores. On an annual basis the Ministry of Environment and Climate Change (MOECC) performs an inspection of municipal drinking water systems to assess compliance with the regulations. The MOE conducted the annual inspection of the



Haileybury DWS on August 23, 2016 by Erin Spires. The inspection included a physical assessment of the water treatment plant and a document review. The system scored an inspection rating of 81.21 percent. There were four non-compliances noted.

A Quality and Environmental Management System (QEMS) has been implemented for the Haileybury DWS. This provincially mandated standard requires municipalities to develop and maintain a quality management system to ensure consistent water quality now and into the future. The offsite external audit from SAI-Global was completed on April 12, 2016 and the onsite audit was on June 2, 2016. Two non-conformances were identified and resolved.

OCWA uses a computerized work order system called Hansen to schedule equipment maintenance activities and capture details of work performed. This information is valuable to assess equipment operation, locate equipment specifications and track any additional maintenance completed or required.

6.0 DETAILS ON NOTICES OF ADVERSE TEST RESULTS AND OTHER PROBLEMS REPORTED TO & SUBMITTED TO THE SPILLS ACTION CENTER

Incident #1 – Total Coliforms AWQI #12999

Date	June 27, 2016
Details	The treated water sample had a result of one total coliform.
Corrective Action	Re-samples were taken and the results were zero for total coliforms and E.coli. Health Unit and MOECC SAC notified

Incident #2 – Low Chlorine Residual in the Distribution System

Date	August 12, 2016
Details	The distribution chlorine residual taken at 275 View St. was lower than the required minimum. Combined CR = 0.17 and Free CR = 0.04.
Corrective Action	This adverse was initially missed by the operator and therefore no corrective action was taken at the time. The incident was not reported until September 3, 2016

Incident #3 – Low Chlorine Residual in the Distribution System:

Date	September 6
Details	Distribution chlorine residual at 275 View St (STP). CCR = 0.17 mg/L, FCR = 0.0.
Corrective Action	Public Works Department flushed the system at 12:30 on Sept.6 until the CCR was restored to 0.59 at 13:00 and the FCR was 0.05. A bacti sample was collected and the results were zero for TC/EC.

**Note: The tap at 275 View St. is now being left on to maintain a residual.*



7.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

Sample Type	Number of Samples	<i>E.coli</i> Results (min to max)	Total Coliform Results (min to max)	Number of HPC Samples	Range of HPC Results (min to max)
Raw	52	0 to 34 *NDOGT	2 to 300 *NDOGT	N/A	N/A
Treated	52	0 to 0	0 to 1	52	<10 to 320
Distribution	156	0 to 0	0 to 27	52	<10 to 30

Maximum Acceptable Concentration (MAC) for *E. coli* = 0 Counts/100 mL

MAC for Total Coliforms = 0 Counts/100 mL

*Samples taken on March 21 and April 25 had counts reported as NDOGT – no data, overgrown with target organisms

8.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

Continuous Flow Analyzers in Treatment Process

Parameter	Number of Samples	Range of Results (min to max)	Unit of Measure
Turbidity (Filter 1)	8760	0 to 1	NTU
Turbidity (Filter 2)	8760	0 to 1	NTU
Turbidity (Filter 3)	8760	0 to 1	NTU
Free Chlorine (Reservoir)	8760	0.41 to 2.44	mg/L

Note: For continuous monitors use 8760 as the number samples for one year.

Effective backwash procedures, including filter to waste are in place to ensure that the effluent turbidity requirements as described in the Filter Performance Criteria are met all times.

Combined Chlorine Residual in the Distribution System

Number of Samples	Combined Chlorine (min to max)	Unit of Measure	Standard
362	0.14 to 1.81	mg/L	≥ 0.25 and <3.0

Nitrate & Nitrite at the Water Treatment Plant

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 11	< 0.1	<0.05	mg/L	No
April 11	0.29	<0.05	mg/L	No
July 18	0.4	<0.05	mg/L	No
October 11	0.2	<0.03	mg/L	No

MAC for Nitrate = 10 mg/L

MAC for Nitrite = 1.0 mg/L



Total Trihalomethane in the Distribution System

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 11	69.2	ug/L	89.2	No
April 11	65.9	ug/L		No
July 18	112	ug/L		No
August 2	148	ug/L		No
October 11	91.5	ug/L		No

MAC for Trihalomethanes = 100 ug/L (Four Quarter Running Average)

Lead Data

(Applicable to the following drinking water systems; large municipal residential systems, small, municipal residential systems, and non-municipal year-round residential systems)

The Haileybury Drinking Water System qualified for the ‘Exemption from Plumbing Sampling’ as described in section 15.1-5 (9-10) of Ontario Regulation 170/03. The exemption applies to a drinking water system if; in two consecutive periods at reduced sampling, not more than 10 % of all samples from plumbing exceed the maximum allowable concentration of 10 ug/L for lead. As such, the system was required to test for total alkalinity and pH in two distribution samples collected during the periods of December 15 to April 15 and June 15 to October 15. This testing is required in every 12-month period with lead testing in every third 12-month period.

pH & Alkalinity in the Distribution System

Sample Periods	#of Samples	Lead Results	pH Results (min to max)	Alkalinity Results (min to max) mg/L
Dec. 15 to April 15	3	-	7.36 – 7.81	31.3 – 33.5
June 15 to Oct.15	3	-	7.31 – 7.40	44.4 – 45.9

Sample Dates: April 12 & October 14, 2016.

Schedule 23 Inorganic at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	Exceedance
Antimony	<0.5	ug/L	6	No
Arsenic	<1	ug/L	25	No
Barium	8	ug/L	1000	No
Boron	5	ug/L	5000	No
Cadmium	<0.1	ug/L	5	No
Chromium	<1	ug/L	50	No
Mercury	<0.1	ug/L	1	No
Selenium	<1	ug/L	10	No
Uranium	<1	ug/L	20	No

Sample Date: October 11, 2016

Note: Sample required every 12 months.



Schedule 24 Organic at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	Exceedance
1,1-Dichloroethylene	<0.3	ug/L	14	No
1,2-Dichlorobenzene	<0.2	ug/L	200	No
1,2-Dichloroethane	<0.2	ug/L	5	No
1,4-Dichlorobenzene	<0.3	ug/L	5	No
2,3,4,6-Tetrachlorophenol	<0.5	ug/L	100	No
2,4,6-Trichlorophenol	<0.5	ug/L	5	No
2,4-D	<0.08	ug/L	100	No
2,4-Dichlorophenol	<0.2	ug/L	900	No
Alachlor	<0.5	ug/L	5	No
Atrazine	<0.5	ug/L	No MAC	No
Atrazine + N-dealkylated metabolites	<0.9	ug/L	5	No
Azinphos-methyl (Guthion)	<0.4	ug/L	20	No
Benzene	<0.2	ug/L	5	No
Benzo(a)pyrene	<0.005	ug/L	0.01	No
Bromoxynil	<0.09	ug/L	5	No
Carbaryl	<1	ug/L	90	No
Carbofuran	<1	ug/L	90	No
Carbon tetrachloride	<0.2	ug/L	5	No
Chlorobenzene	<0.5	ug/L	80	No
Chlorpyrifos (Dursban)	<0.4	ug/L	90	No
Desethyl atrazine	<0.6	ug/L	No MAC	No
Diazinon	<0.4	ug/L	20	No
Dicamba	<0.08	ug/L	120	No
Dichloromethane	<1	ug/L	50	No
Diclofop-methyl	<0.08	ug/L	9	No
Dimethoate	<0.4	ug/L	20	No
Diquat	<7	ug/L	70	No
Diuron	<6	ug/L	150	No
Glyphosate	<20	ug/L	280	No
Malathion	<0.4	ug/L	190	No
MCPA	<10	ug/L	100	No
Metolachlor	<0.2	ug/L	50	No
Metribuzin (Sencor)	<0.2	ug/L	80	No
Paraquat	<1	ug/L	10	No
Pentachlorophenol	<0.5	ug/L	60	No
Phorate	<0.2	ug/L	2	No
Picloram	<0.08	ug/L	190	No
Prometryne	<0.1	ug/L	1	No
Simazine	<0.4	ug/L	10	No
Terbufos	<0.1	ug/L	1	No
Tetrachloroethylene	<0.3	ug/L	30	No
Total PCBs	<0.06	ug/L	3	No
Triallate	<0.2	ug/L	230	No



Parameter	Result Value	Unit of Measure	MAC	Exceedance
Trichloroethylene	<0.2	ug/L	5	No
Trifluralin	<0.2	ug/L	45	No
Vinyl chloride	<0.2	ug/L	1	No

Sample Date: October 11, 2016

Note: Sample required every 12 months. Next sampling scheduled for October 2016.

Inorganic or Organic Parameter(s) that Exceeded Half the Standard Prescribed in Schedule 2 of Ontario Drinking Water Quality Standards

No inorganic or organic parameter(s) listed in Schedule 23 and 24 of Ontario Regulation 170/03 exceeded half the standard found in Schedule 2 of the Ontario Drinking Water Standard (O. Reg.169/03) during the reporting period.

Most Recent Sodium at the Water Treatment Plant

Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 15, 2012	1	22.7	mg/L	20	Yes

Note: Sample required every 60 months. Next sampling scheduled for October 2017.

Most Recent Fluoride at the Water Treatment Plant

Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 15, 2012	1	<0.1	mg/L	1.5	No

Note: Sample required every 60 months. Next sampling scheduled for October 2017.

Summary of Additional Testing Performed in Accordance with a Legal Instrument

No additional sampling and testing was required for the Haileybury Drinking Water System during the 2016 reporting year.



Haileybury Drinking Water System

Schedule 22

2016 SUMMARY REPORT

for MUNICIPALITIES



SUMMARY REPORTS for MUNICIPALITIES

1.0 INTRODUCTION

Drinking-Water System Name	HAILEYBURY DRINKING WATER SYSTEM
Municipal Drinking Water Licence (MDWL)	218-102 (issued August 15, 2016)
Drinking Water Works Permit (DWWP)	218-202 (issued August 15, 2016)
Permit to Take Water (PTTW)	6133-82TLT7 (issued February 22, 2010)
Reporting Period	January 1, 2016 to December 31, 2016

2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET

According to documentation available to the Ontario Clean Water Agency, the following table lists any requirements the system failed to meet during the 2016 reporting period.

Requirement Failure #1 – Raw Flow Exceedances

Legislation	PTTW
Requirement(s) the System Failed to Meet	Flows exceeded 4733 L/min due to spikes on startup on the following days: January 2; February 18; July 3, 4, 5, 9 to 31; August 1 to 31; September 1 to 30; October 1 to 31; November 1 to 30; December 21
Corrective Action	Pumps were changed at the water plant and the valve feeding the raw water into the building was throttled back. This caused repeated spikes on startup. To solve the issue, we changed the set points to only operate one pump at a time and opened the throttled valve.
Status	Resolved

Requirement Failure #2 – Low Distribution Chlorine Residuals

Legislation	Section 1-2(2)4ii of Schedule 1 of O. Reg. 170/03
Requirement(s) the System Failed to Meet	<p>Failure to ensure that the water treatment equipment, which provides chloramination for secondary disinfection purposes, was operated so that at all times and all locations in the distribution system the chlorine residual was never less than 0.25 mg/l combined constitutes violations of Section 1-2(2)4ii of Schedule 1 of O. Reg. 170/03</p> <p>There was a second instance on August 15th, 2016, a combined chlorine residual of 0.14 mg/L and free chlorine residual of 0.1 mg/L was measured at STP (275 View St.).</p> <p>There are no records in the logbook to indicate that the operator recognised that the distribution residual was less than 0.25 mg/L.</p> <p>The Haileybury DWS – CT Calculation SOP provides that the Combined Chlorine Residual Target for combined chlorine residual leaving the</p>



	<p>Haileybury reservoir should be maintained between 0.9 mg/L and 1.2 mg/L.</p> <p>A review of the Haileybury Reservoir Rounds Sheet indicates that the total chlorine at the pressurized system was below 0.9 mg/L on February 12th, 2016 (0.82 mg/L), March 2nd, 2016 (0.8 mg/L), May 9th, 2016 (0.67 mg/L) and July 29th, 2016 (0.82 mg/L), August 12th, 2016 (0.84 mg/L)</p>
Corrective Action	<ol style="list-style-type: none"> 1. Review the Standard Operating Procedure for Haileybury DWS - CT Calculation SOP (Revision 2) to ensure that the Combined Chlorine Residual Target range of 0.9 mg/L to 1.2 mg/L is still accurate to maintaining a combined chlorine residual of at least 0.25 mg/L at all times and locations in the distribution system. 2. Revise the Standard Operating Procedure to ensure there is clarity on how and when the combined chlorine residual is measured and actions the operators should take in the event that the combined chlorine residual is below the target range. 3. Provide to Water Inspector Erin Spires, Ministry of the Environment and Climate Change, a copy of the revised SOP and, if the Combined Chlorine Residual Target range of 0.9 mg/L to 1.2 mg/L is to be changed, the justification for the change. 4. Provide written confirmation to Water Inspector Erin Spires, Ministry of the Environment and Climate Change, that the operators have been trained on the revised CT SOP, including attendance records
Status	Resolved by January 12, 2017

Requirement Failure #3 – Continuous Monitoring

Legislation	<p>Continuous monitoring equipment that was being utilized to fulfill O. Reg. 170/03 requirements was not performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O. Reg. 170/03 and/or was not recording data with the prescribed format</p>
Requirement(s) the System Failed to Meet	<p>Schedule 6-5 of O. Reg. 170/03 lists the minimum testing and recording frequency for continuous monitoring equipment for drinking water systems. The Haileybury Drinking Water System is required to test and record primary disinfection free chlorine residual at least every five minutes and test and record turbidity at least every 15 minutes.</p> <p>On January 15th, 2016, free chlorine residuals used to measure primary disinfection were not measured for a period of 47 minutes (from 11:02 am to 11:50 am) during maintenance to the primary chlorine analyzer. The operator took handheld chlorine residuals from the distribution system sample tap at the Niven St. Reservoir (after ammonia is added) for the duration of the maintenance and measured secondary disinfection.</p> <p>Failure to ensure that continuous monitoring equipment that is being utilized to fulfill O. Reg. 170/03 requirements performing tests for free chlorine residual at the minimum frequency of 5 minutes is a violation of Section 6-5(1)1&2 of O. Reg. 170/03.</p>
Corrective Action	<ol style="list-style-type: none"> 1. A revised standard operating procedure (SOP) identifying, at a minimum,



	<p>the procedure for taking chlorine residuals during maintenance to the primary chlorine analyzer to ensure that the monitoring requirements of Section 6-5 of Schedule 6 of O. Reg. 170/03 are being met.</p> <p>2. Written confirmation that the sampling points in the Niven St. Reservoir (including primary and distribution) have been appropriately labelled.</p> <p>3. Written confirmation that the operators have been trained on the revised SOP, including attendance records.</p>
Status	Resolved by January 12, 2017

Requirement Failure #4 – Corrective Actions

Legislation	All specified corrective actions (as per Schedule 17) were not taken to address adverse conditions
Requirement(s) the System Failed to Meet	<p>On August 12th, 2016, the chlorine residuals taken from the Haileybury Sewage Treatment Plant (STP) located at 275 View St. were recorded as 0.17 mg/L combined and 0.04 mg/L free. The operator failed to recognize the low chlorine residuals and, as a result, failed to take corrective action or report the adverse result.</p> <p>Failure to take appropriate corrective action of immediately flushing the watermains and restore secondary disinfection to ensure that a combined chlorine residual of at least 0.25 mg/L is achieved at all points in the affected parts of the distribution system and to take other steps as directed by the medical officer of health is a violation of the corrective actions of Section 17-4 of Schedule 17 of O. Reg. 170/03.</p> <p>Operators attended training on identifying and reporting AWQIs on August 29th, 2016, including low chlorine residuals. The inspector identified this incident on September 2nd, 2016.</p>
Corrective Action	<p>It is the responsibility of the owner and operating authority to ensure compliance with the corrective action requirements for low distribution chlorine residuals as set out in Section 17-4 of Schedule 17 of O. Reg. 170/03, including ongoing operator training for recognizing, reporting, and taking appropriate corrective action for AWQIs.</p> <p>Incidents of non-compliance with regulatory requirements (i.e. violations) contained within an Act, a Regulation, or site-specific approvals, orders or instructions could result in the issuance of mandatory abatement instructions including orders, tickets, penalties, or referrals to the ministry's Investigations and Enforcement Branch.</p>
Status	Resolved by January 12, 2017



Requirement Failure #4 – Notifications

Legislation	All required notifications of adverse water quality incidents were not immediately provided as per O. Reg. 170/03 16-6
Requirement(s) the System Failed to Meet	<p>AWQI #131066 - On August 12th, 2016, the chlorine residuals taken from the Haileybury Sewage Treatment Plant (STP) located at 275 View St. were recorded as 0.17 mg/L combined and 0.04 mg/L free chlorine. The operator failed to recognize the low chlorine residuals and, as a result, failed to take corrective action or report the adverse result.</p> <p>Operators attended training on identifying and reporting AWQIs (including low chlorine residuals) on August 29th, 2016. The inspector identified AWQI #131066 on September 2nd, 2016.</p> <p>AWQI #131098 occurred, outside of the inspection period, on September 6th, 2016. A combined chlorine residual of 0.17 mg/L and 0.0 mg/L free chlorine was measured at the STP (275 View St.). The operator notified the Process Compliance Technician (PCT) at 11:10 am – when the result was taken. AWQI #131098 was not reported to the MOH until 1:25 pm (2 hours later) and SAC until 3:27 pm (4 hours later). The PCT failed to make an immediate verbal report to the MOH and SAC. Reporting the incident to the MOH after secondary disinfection had been restored prevents the MOH from providing direction as part of the required corrective action listed in Section 17-4(2) of Schedule 17 of O. Reg. 170/03.</p> <p>Failure to make immediate verbal notification to the office of the Medical Officer of Health or on-call person and the Ministry's Spills Action Center is a violation of Section 16-6 of Schedule 16 of O. Reg. 170/03.</p> <p>A review of information provided by the operating authority indicate that the operating authority is not following their Environmental Emergency Procedures for Reporting and Responding to Adverse conditions (AWQI SOPs). The AWQI SOPs do not identify who is directly responsible for reporting the AWQI.</p>
Corrective Action	<p>The owner and operating authority must ensure compliance with all required notifications of adverse water quality incidents as set out in Section 16-6 of Schedule 16 of O. Reg. 170/03, including ensuring that the MOH is immediately notified and able to provide direction to fulfill the requirements of Schedule 17-4 of O. Reg. 170/03.</p> <p>By no later than January 12th, 2017, submit to Water Inspector Erin Spires, Ministry of the Environment and Climate Change, North Bay Office, revised Environmental Emergency Procedures for Reporting and Responding to Adverse Conditions (AWQI SOPs) identifying, at the minimum:</p> <ol style="list-style-type: none"> 1. The position responsible for notifying SAC and MOH. 2. Redundancies for if the person responsible (identified in Item #1) is unable/unavailable to report to SAC and MOH, to ensure that the owner and operating authority is remaining in compliance with the AWQI reporting requirements of Section 16-6 of Schedule 16 of O. Reg. 170/03.
Status	Resolved by January 12, 2017



3.0 SUMMARY OF QUANTITIES & FLOW RATES

The following Water Usage Tables summarize the quantities and flow rates of water taken and produced during the 2016 reporting period, including average monthly volumes, maximum monthly volumes, total monthly volumes and maximum flow rates.

2016 - Monthly Summary of Water Takings from the Source (Lake Temiskaming)

Governed by Permit to Take Water (PTTW) #6133-82TLT7, issued February 22, 2010.

Raw Water Usage	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m ³)	65411	61459	64481	19466	63330	81335	88039	76142	59437	57648	55819	60512	753079
Average Volume (m ³ /day)	2110	2119	2080	1770	2043	2711	2840	2456	1981	1922	1861	1952	2154
Maximum Volume (m ³ /day)	2834	2310	2481	1973	2695	3505	3448	3677	2289	2390	2506	2597	3677
PTTW - Maximum Allowable Volume (m³/day)	6816												
Maximum Flow Rate (L/min)	4840	4822	4712	4640	4590	4503	5998	5825	5982	5804	5902	5098	5998
PTTW - Maximum Allowable Flow Rate (L/min)	4733												

2016 - Monthly Summary of Treated Water Supplied to the Distribution System

Governed by Municipal Drinking Water Licence #218-102, issued August 26, 2011.

Treated Water Usage	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Total Volume (m ³)	58702	55471	58055	49488	59295	73940	81226	68378	52815	54268	50799	56627	719063
Average Volume (m ³ /day)	1894	1913	1873	1650	1913	2465	2620	2206	1761	1751	1693	1827	1964
Maximum Volume (m ³ /day)	2169	2009	1991	1850	2397	3161	3160	3446	1942	1995	2016	2032	3446
MDWL - Rated Capacity (m³/day)	6820												



Flow Monitoring

Municipal Drinking Water Licence (MDWL) #218-102 requires the owner to install a sufficient number of flow measuring devices to permit the continuous measurement and recording of:

- the flow rate and daily volume of water conveyed from the treatment system to the distribution system, and
- the flow rate and daily volume of water conveyed into the treatment system.

The Haileybury drinking water system has two flow meters as listed in the MDWL; one installed to monitor raw water entering the treatment plant and one installed to monitor treated water entering the distribution system. Flow metering devices were calibrated in accordance to manufacturers' specifications on an annual basis and are operating as required.

Comparison of Summary to the Rated Capacity & Flow Rates Approved in the Systems Approval, Licence and Permit

Haileybury DWS' Permit to Take Water (PTTW) #6133-82TLT7 issued February 22, 2010 allows the City of Temiskaming Shores to withdraw water at a maximum flow rate of 4733 L/minute and a maximum total daily volume of 6816 m³/day from Lake Temiskaming. The flow rate was exceeded on several instances as described in Section 2. They are mostly false spikes on start up. The maximum volume taken of 3677 m³/day was within the compliance limits.

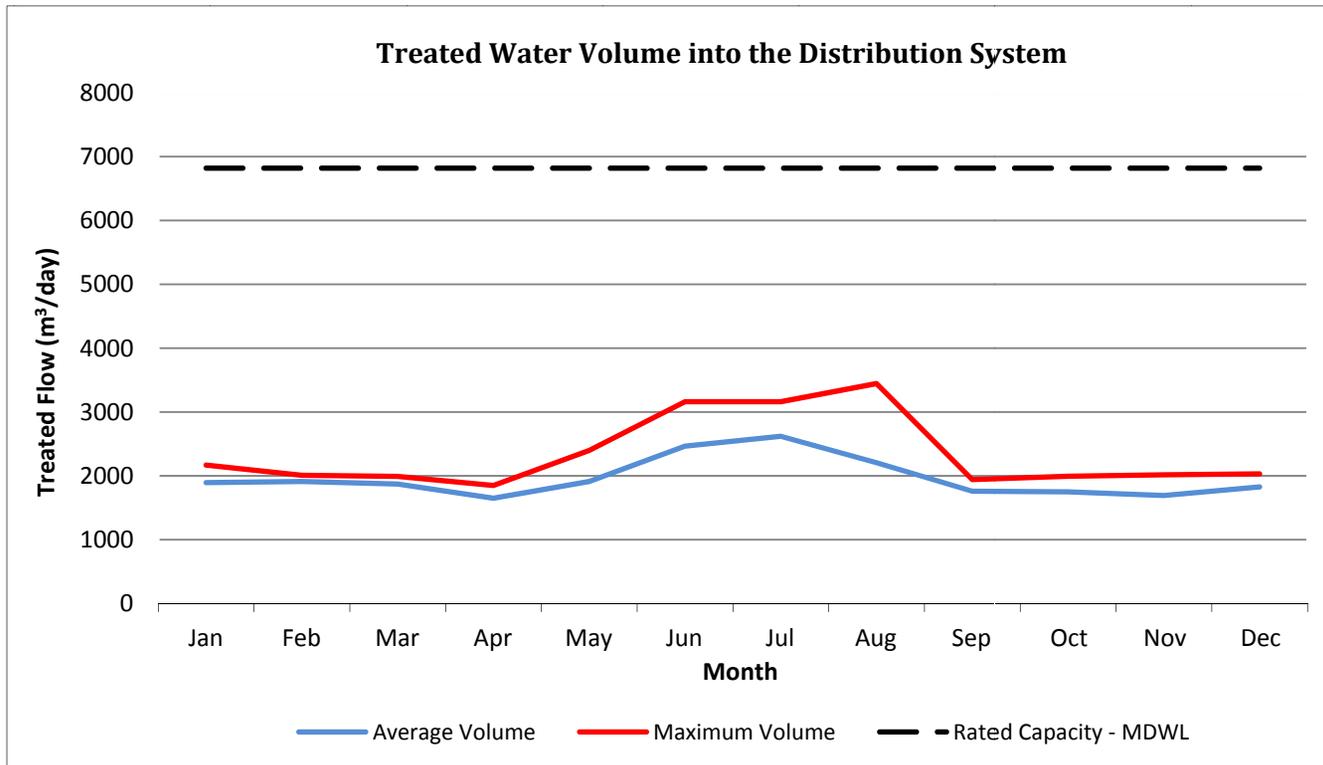
Schedule C, Section 1.1 of the MDWL requires that the maximum daily volume of treated water that flows to the distribution system shall not exceed 6820 m³/day. This rate was not exceeded during the reporting period. The maximum recorded volume was 3446 m³/day which represents approximately 51 % of the rated capacity.

The following table and graph compare the average and maximum flow rates into the distribution system to the approved rated capacity of the system as identified in the MDWL.



2016 - Daily Volume of Treated Water into the Distribution System

Treated Flow	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Volume (m ³ /day)	1894	1913	1873	1650	1913	2465	2620	2206	1761	1751	1693	1827
Maximum Volume (m ³ /day)	2169	2009	1991	1850	2397	3161	3160	3446	1942	1995	2016	2032
Rated Capacity - MDWL	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820
% Rated Capacity	32	29	29	27	35	46	46	51	28	29	30	30





Summary of System Performance

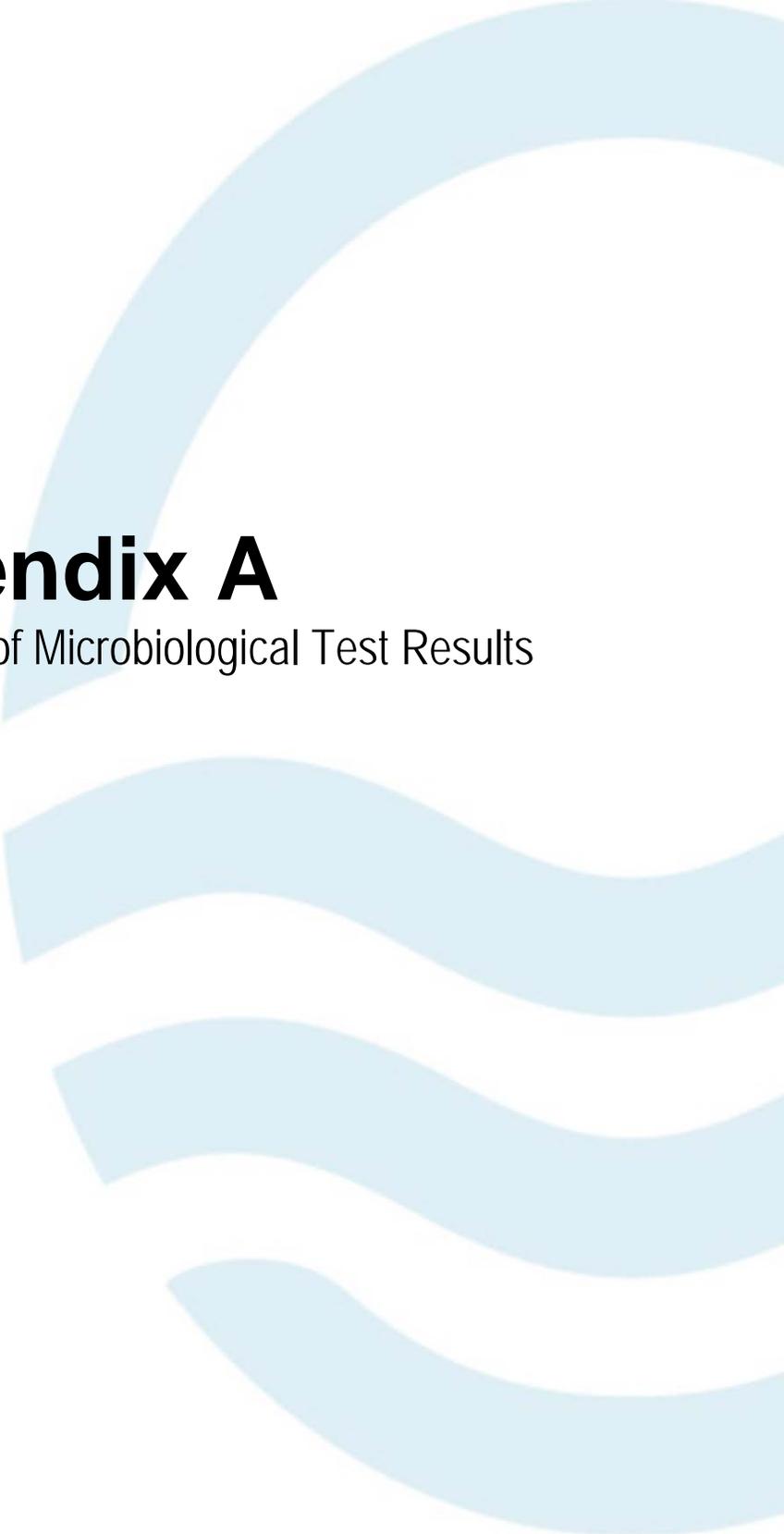
The following information is provided to enable the Owner to assess the capability of the system to meet existing and future water usage needs:

Rated Capacity of the Plant (MDWL)	6820 m ³ /day	
Average Daily Flow for 2016	1964 m ³ /day	29 % of the rated capacity
Maximum Daily Flow for 2016	3446 m ³ /day	51 % of the rated capacity
Total Treated Water Produced in 2016	719,063 m ³	

4.0 CONCLUSION

The Haileybury Drinking Water System addressed incidents of non-compliance with the regulatory requirements of the Safe Drinking Water Act and its Regulations and the terms and conditions outlined in its specific approval, drinking water works permit and municipal drinking water licence during the reporting period.

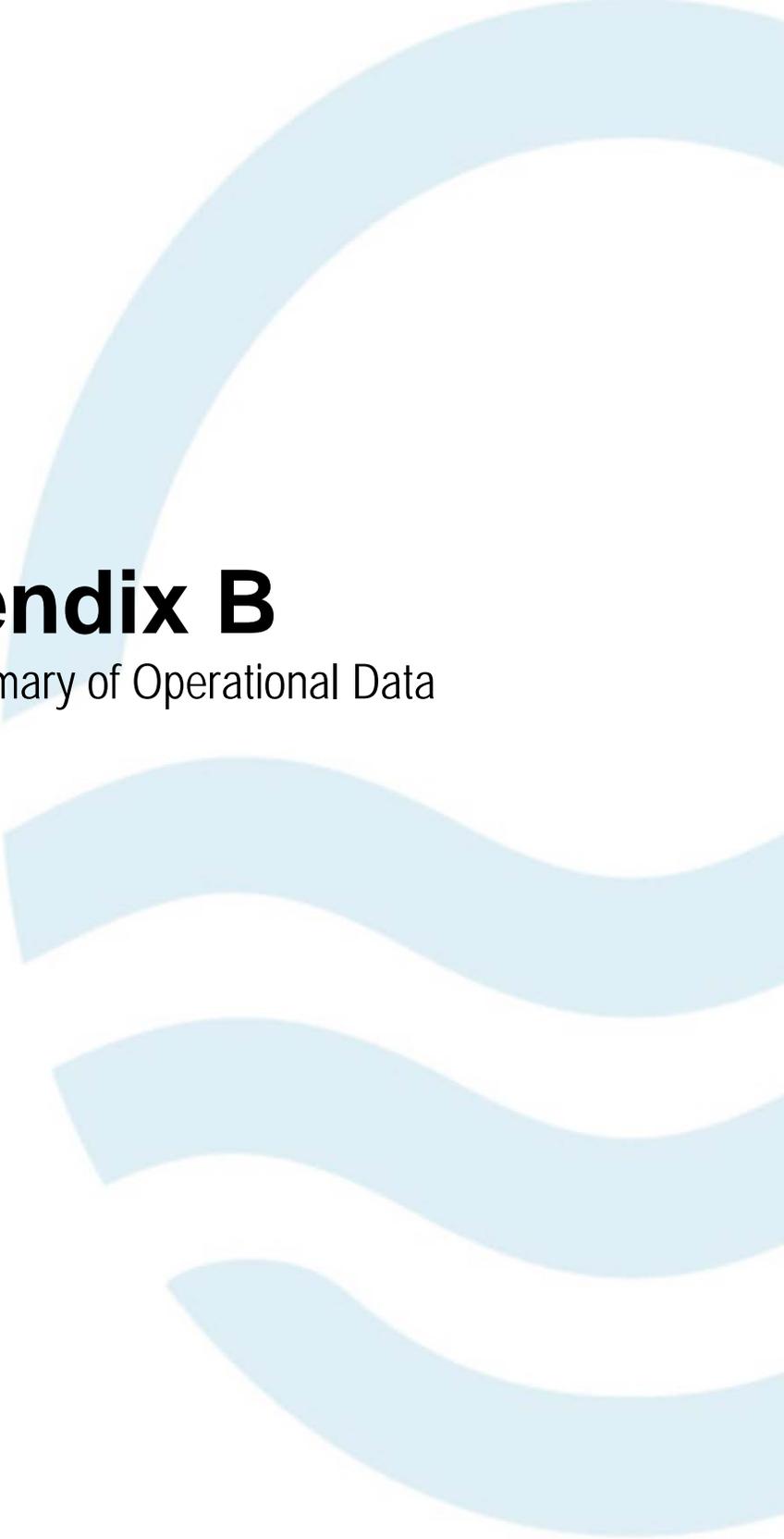
The system was able to operate in accordance with the terms and conditions of the Permit to Take Water, with the exception of the flow rate exceedances. It also operated in accordance with the rate capacity of the approval and licence while meeting the community's demand for water use.



Appendix A

Monthly Summary of Microbiological Test Results

	01/2016	02/2016	03/2016	04/2016	05/2016	06/2016	07/2016	08/2016	09/2016	10/2016	11/2016	12/2016
2nd Bacti/Residual / Total Coliform: TC - cfu/100mL												
Count Lab	4	5	4	4	5	4	4	5	4	5	4	4
Max Lab	< 0	< 0	0	0	0	0	0	0	0	0	0	0
Mean Lab	< 0	< 0	0	0	0	0	0	0	0	0	0	0
Min Lab	< 0	< 0	0	0	0	0	0	0	0	0	0	0
2nd Bacti/Residual / E. Coli - cfu/100mL												
Count Lab	4	5	4	4	5	4	4	5	4	5	4	4
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0
2nd Bacti/Residual / HPC - cfu/mL												
Count Lab	4	5	4	4	5	4	4	5	4	5	4	4
Max Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 30	< 10	< 10	< 10	< 10	< 10
Mean Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 15	< 10	< 10	< 10	< 10	< 10
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10
3rd Bacti/Residual / Total Coliform: TC - cfu/100mL												
Count Lab	4	5	4	4	5	4	4	5	4	5	4	4
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0
3rd Bacti/Residual / E. Coli - cfu/100mL												
Count Lab	4	5	4	4	5	4	4	5	4	5	4	4
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0
Other Bacti (AWQI, WM) / Total Coliform: TC - cfu/100mL												
Count Lab	0	0	0	0	0	2	0	0	0	0	0	0
Max Lab						0						
Min Lab						0						
Other Bacti (AWQI, WM) / E. Coli: EC - cfu/100mL												
Count Lab	0	0	0	0	0	2	0	0	0	0	0	0
Max Lab						0						
Min Lab						0						
Other Bacti (AWQI, WM) / HPC - cfu/mL												
Count Lab	0	0	0	0	0	2	0	0	0	0	0	0
Max Lab						< 10						
Min Lab						< 10						



Appendix B

Monthly Summary of Operational Data

Table B: Filter Turbidity Summary

	01/2016	02/2016	03/2016	04/2016	05/2016	06/2016	07/2016	08/2016	09/2016	10/2016	11/2016	12/2016
Filter #1 / Turbidity - NTU												
Max OL	0.66	1.00	1.00	1.00	0.86	1.00	0.35	1.00	0.42	1.00	1.00	0.96
Mean OL	0.05	0.04	0.05	0.06	0.06	0.07	0.07	0.08	0.07	0.07	0.08	0.08
Min OL	0.03	0.03	0.00	0.03	0.04	0.04	0.00	0.00	0.02	0.00	0.05	0.06
Filter #2 / Turbidity - NTU												
Max OL	0.44	1.00	1.00	1.00	0.27	0.29	0.52	1.00	0.40	1.00	1.00	1.00
Mean OL	0.04	0.04	0.04	0.05	0.06	0.07	0.07	0.08	0.07	0.05	0.05	0.06
Min OL	0.03	0.00	0.00	0.03	0.03	0.04	0.04	0.00	0.01	0.00	0.04	0.01
Filter #3 / Turbidity - NTU												
Max OL	1.00	0.79	1.00	1.00	0.52	0.39	1.00	1.00	0.43	0.79	1.00	1.00
Mean OL	0.04	0.04	0.04	0.05	0.06	0.06	0.06	0.06	0.05	0.05	0.05	0.06
Min OL	0.03	0.03	0.00	0.00	0.04	0.03	0.00	0.00	0.04	0.03	0.04	0.04

Table C: Distribution Residual Summary

	01/2016	02/2016	03/2016	04/2016	05/2016	06/2016	07/2016	08/2016	09/2016	10/2016	11/2016	12/2016
1st Bacti/Residual / CI Residual: Combined - mg/L												
Count IH	8	9	9	8	9	8	8	9	9	9	8	9
Max IH	1.38	1.44	1.68	1.47	1.38	1.37	1.3	1.5	1.46	1.65	1.57	1.63
Mean IH	1.204	1.267	1.387	1.151	1.12	0.968	0.923	0.913	1.061	1.13	1.333	1.192
Min IH	1.09	1.08	0.95	0.83	0.8	0.64	0.38	0.31	0.63	0.6	0.89	0.54
2nd Bacti/Residual / CI Residual: Combined - mg/L												
Count IH	8	9	9	8	9	8	8	9	9	9	8	9
Total IH	9.35	12.29	11.98	10.71	10.54	8.02	8.66	7.74	8.6	9.7	9.48	11.91
Max IH	1.5	1.46	1.57	1.61	1.81	1.34	1.37	1.46	1.56	1.75	1.77	1.62
Mean IH	1.169	1.366	1.331	1.339	1.171	1.003	1.083	0.86	0.956	1.078	1.185	1.323
Min IH	0.84	1.16	0.98	0.84	0.84	0.55	0.88	0.14	0.36	0.48	0.66	0.51
3rd Bacti/Residual / CI Residual: Combined - mg/L												
Count IH	8	9	9	8	9	8	8	9	9	9	8	9
Total IH	9.6	11.55	11.25	10.63	8.48	8.43	7.77	7.19	10.99	10.74	10.89	12.71
Max IH	1.62	1.59	1.58	1.62	1.76	1.18	1.58	1.57	1.62	1.68	1.72	1.57
Mean IH	1.2	1.283	1.25	1.329	0.942	1.054	0.971	0.799	1.221	1.193	1.361	1.412
Min IH	0.9	0.86	0.97	0.87	0.41	0.94	0.58	0.17	0.29	0.81	0.82	1.01
4th Residual / CI Residual: Combined - mg/L												
Count IH	4	5	4	4	5	4	5	5	4	5	4	4
Total IH	4.2	5.67	4.56	4.31	4.58	3.59	3.36	4.14	3.49	6.45	4.53	6.02
Max IH	1.29	1.37	1.3	1.3	1.11	1.25	0.91	1.45	1.4	1.69	1.32	1.66
Mean IH	1.05	1.134	1.14	1.078	0.916	0.898	0.672	0.828	0.873	1.29	1.133	1.505
Min IH	0.84	1	1	0.96	0.71	0.34	0.38	0.26	0.34	0.55	0.79	1.38



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

New Liskeard Drinking Water System

2016 ANNUAL/SUMMARY REPORT

Prepared by the Ontario Clean Water Agency
on behalf of the City of Temiskaming Shores



TABLE OF CONTENTS

EXECUTIVE SUMMARY	2
INTRODUCTION.....	3

Section 11 – ANNUAL REPORT

1.0 INTRODUCTION.....	5
2.0 DESCRIPTION OF THE DRINKING WATER SYSTEM.....	6
3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD....	7
4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM.....	7
5.0 DRINKING WATER SYSTEM HIGHLIGHTS.....	8
6.0 DETAILS ON NOTICES OF ADVERSE TEST RESULTS AND OTHER PROBLEMS REPORTED TO & SUBMITTED TO THE SPILLS ACTION CENTER.....	9
7.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD	10
8.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD.....	10

Schedule 22 – SUMMARY REPORT for MUNICIPALITIES

1.0 INTRODUCTION.....	16
2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET	16
3.0 SUMMARY OF QUANTITIES & FLOW RATES.....	17
4.0 CONCLUSION	23



EXECUTIVE SUMMARY

The 2016 Annual/Summary Report for the New Liskeard Drinking Water System addresses the requirements outlined in Section 11 and Schedule 22 of the Ontario Drinking Water Systems Regulation (O. Reg. 170/03) under the *Safe Drinking Water Act*, 2002.

The Ontario Clean Water Agency prepares this report on behalf of the City of Temiskaming Shores by February 28 of each year. The report is accessible on-line on the City of Temiskaming Shores website at: <http://www.temiskamingshores.ca/en/municipalservices/WaterSewer.asp> and in hard copy upon request. The availability of the Annual/Summary Report is communicated to the City of Temiskaming Shores's consumers via an ad in the community bulletin and notice at the City Hall.

This report is divided into two sections. Section 11 – Annual Report provides a detailed description of the drinking water system, list of chemicals used, significant expenses incurred, notices of adverse test results, any incidents issued, and a summary of all microbiological and operational testing performed. Also included are drinking water system highlights; the outcome of the most recent Ministry of Environment inspection, the status of the Quality and Environmental Management System, summary of completed work orders, examples of system improvements in 2016 and plans for 2017 Schedule 22 – Summary Report for Municipalities presents any requirements the system failed to meet and a summary of quantities and flow rates generated by the drinking water system.

The City of Temiskaming Shores complied with the terms and conditions of all Licences and Permits, Ontario Drinking Water Quality Standards Regulation (O. Reg. 169/03), and the Drinking Water Systems Regulation (O. Reg. 170/03) with the exception of any events detailed in Section 2 of the Summary Report.



INTRODUCTION

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act*, 2002. The Act was passed following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking-water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

O. Reg. 170/03 requires the owner to produce an Annual Report, under Section 11. This report must include the following:

1. Description of system and chemical(s) used
2. Summary of any adverse water quality reports and corrective actions
3. Summary of all required testing
4. Description of any major expenses incurred to install, repair or replace equipment

This Annual Report must be completed by February 28 of each year.

The regulation also requires a Summary Report which must be presented and accepted by Council by March 31 of each year for the preceding calendar year reporting period.

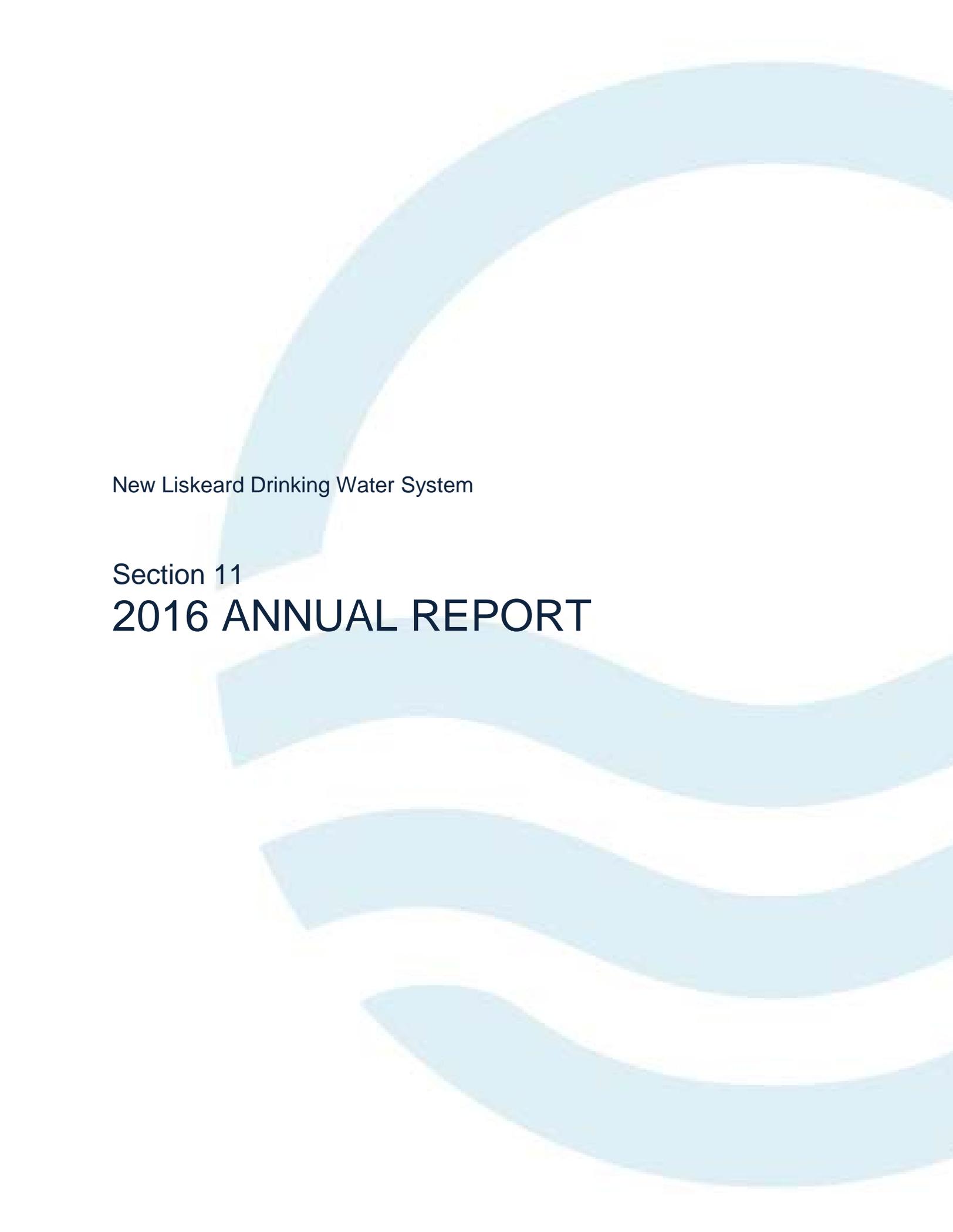
The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any Provincial Officer Order the system failed to meet during the reporting period. The report must also specify the duration of the failure, and for each failure referred to, describe the measures that were taken to correct the failure.

The *Safe Drinking Water Act*, 2002 and the drinking water regulations can be viewed at the following website: <http://www.e-laws.gov.on.ca>.

To enable the Owner to assess the rated capacity of their system to meet existing and future planned water uses, the following information is also required in the report.

1. A summary of the quantities and flow rates of water supplied during the reporting period, including the monthly average and the maximum daily flows.
2. A comparison of the summary to the rated capacity and flow rates approved in the systems approval, drinking water works permit or municipal drinking water licence or a written agreement if the system is receiving all its water from another system under an agreement.

The two reports have been combined and presented to council as the 2016 Annual/Summary Report.



New Liskeard Drinking Water System

Section 11

2016 ANNUAL REPORT



Section 11

ANNUAL REPORT

1.0 INTRODUCTION

Drinking-Water System Name	NEW LISKEARD DRINKING WATER SYSTEM
Drinking-Water System Number	220000344
Drinking-Water System Owner	The Corporation of the City of Temiskaming Shores
Drinking-Water System Category	Large Municipal, Residential System
Reporting Period	January 1, 2016 to December 31, 2016

Does your Drinking-Water System serve more than 10,000 people? No

Is your annual report available to the public at no charge on a web site on the Internet?
 Yes at: <http://www.temiskamingshores.ca/en/municipalservices/WaterSewer.asp>

Location where Report required under O. Reg. 170/03 Schedule 22 will be available for inspection:

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

Drinking-Water Systems that receive drinking water from the New Liskeard Drinking Water System

The New Liskeard Drinking Water System provides all of its drinking water to the communities of New Liskeard and Dymond within the City of Temiskaming Shores.

The Annual Report was not provided to any other Drinking Water System owners

The Ontario Clean Water Agency prepared the 2016 Annual Report for the New Liskeard Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores. The New Liskeard Drinking Water System is a stand-alone system that does not receive water from or send water to another system.

Notification to system users that the Annual Report is available for viewing is accomplished through:

- Public access/notice via the web
- Public access/notice via Government Office
- Public access/notice via a community bulletin



2.0 DESCRIPTION OF THE DRINKING WATER SYSTEM

The New Liskeard Drinking Water System is owned by The Corporation of the City of Temiskaming Shores. The treatment system is operated by the Ontario Clean Water Agency (OCWA) and the distribution system is operated by the City of Temiskaming Shores Public Works Department. This subject system is not interconnected to any other drinking-water systems owned by different owners.

The New Liskeard water treatment plant, located at 301 McCamus Avenue is a ground water drinking water system that services the community of New Liskeard. This groundwater system consists of two main production wells; Well 3 and Well 4. Well 3 is a 54.9 m deep drilled well equipped with a vertical turbine pump rated at 2700 L/min. The well is housed in a secure building located directly across from the water plant. Well 4 is a 54.9 m deep drilled well also equipped with a vertical turbine pump rated at 2700 L/min. This well is located inside the water treatment plant building. There is approximately 23 m of low permeability clay between the ground surface and the aquifer protecting the groundwater from surface spills.

Both wells supply raw water to individual treatment units inside the iron removal plant. Raw water from Well 3 is directed to the pressurized filter 1, while the raw water from Well 4 is directed to pressurized filter 2. Each filter consists of gravel and anthrafilt, has an area of 25.8 m², a rated capacity of 3928 m³/d, and is continuously monitored for turbidity. The two pressurized filters are manually backwashed, based on headloss. The backwash wastewater is discharged into the municipal sanitary sewage system which flows to the New Liskeard Lagoon.

Prior to filtration, compressed air is added to the well water to oxidize iron. Chlorine gas is then added to the water to aid the oxidation process and precipitate the iron. After filtration, the process water is re-chlorinated and directed into a contact tank comprised of two clearwells. The clearwells are located directly below the water treatment plant and have a total storage capacity of 271 m³. The baffles in the clearwell help to ensure sufficient chlorine contact time. This is continuously monitored by a chlorine analyzer to ensure adequate disinfection before water enters the distribution system. The two clearwells are connected via an isolation valve to enable either clearwell to be drained for maintenance without compromising a continuous supply of water to users.

Two high lift pumps, each rated at 3272 L/min, direct the treated water from the contact tank to the Shepherdson Road reservoir which has a storage capacity of 1818 m³. Three booster pumps, two electric and one diesel, supply water to pressure zones 2 and 3 in the system. A secondary disinfection system is in place at the reservoir using sodium hypochlorite to boost the chlorine levels leaving the reservoir if required.

The plant also directs water to the Dymond Reservoir which is located at 284 Raymond Street and has a capacity of 1.396 m³. The reservoir is a single story building with an underground clearwell consisting of four interconnected baffled cells. The building houses a sodium hypochlorite feed system, if boosting is required, four submersible pumps each rated at 22.7



L/second and two vertical turbine pumps each rated at 28.1 L/second. A 275 kW standby diesel generator is available in case of power failures.

An emergency stand-by power generator is available at the Well 3 pumphouse to ensure continued operation of the water supply treatment and facility during a power outage. A 100 kW diesel generator is also on-site at the Shepherdson Street Reservoir.

Based on the number of service connections, the New Liskeard Drinking Water System is classified as a Large Municipal Drinking Water System. This includes approximately 4800 serviced residents with approximately 550 valves and 190 fire hydrants.

On January 27th, 2016, the Dymond distribution system joined the New Liskeard distribution system. The Dymond distribution system services approximately 500 population and a mixture of commercial and institutional activities.

3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD

The following chemicals were used in the New Liskeard Drinking Water System treatment process:

- Chlorine Gas – Primary Disinfection
- Sodium Hypochlorite – Secondary Disinfection

All treatment chemicals are NSF/ANSI approved.

4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM

The following work was completed in 2016

- On January 27th, 2016, the Dymond water distribution subsystem was connected to the New Liskeard Drinking Water System. The former Dymond Water Treatment Plant became the Dymond Reservoir. The authorization to alter the drinking water system was granted under New Liskeard Drinking Water Works Permit No. 218-203, Issue
- No. 1.UV system installed in distribution system, but a water softener is still need as the hardness is causing the UV system to malfunction

**Note: a UV system was installed at 399 Radley Hill but kept going into alarm because of the hard water. A water softener to be purchased and installed in the near future. Once the UV system is working, this location will be exempt from reporting low distribution chlorine. (MDWL permits relief for this location specifically).*



- Installation of a digital temperature probe at the point where contact time (CT) is calculated.
- Permit to Take Water Renewal

All routine maintenance functions were accomplished through OCWA's comprehensive Workplace Management computerized work order system.

5.0 DRINKING WATER SYSTEM HIGHLIGHTS

The New Liskeard Drinking Water System (DWS) provides safe and reliable drinking water to the residents of New Liskeard within the City of Temiskaming Shores. On an annual basis the Ministry of Environment (MOE) performs an inspection of municipal drinking water systems to assess compliance with the regulations. The MOECC conducted the annual inspection of the New Liskeard DWS on October 20, 2016. The inspection included physical inspection of the treatment plant on McCamus Street and the reservoirs on Shepherdson Road and Raymond Street as well as a document review for the period of January 21st, 2016 to October 20th, 2016. The inspection report received a compliance rating of 95.64 %. The report identified two (2) non-compliance items which have been resolved.

SAI Global conducted a re-accreditation (verification) audit of the Temiskaming Shores Drinking Water System's Quality and Environmental Management System (QEMS). The system and processes associated with the QEMS were evaluated on June 2, 2016 to ensure implementation of the Operational Plan and procedures and conformance to the Drinking Water Quality Management Standard. The one Minor Non-conformances and five Opportunities for Improvement (OFIs) were identified. The non-compliance item was resolved immediately the OFI's are being implemented in the next revision of the Operational Plan. Re-accreditation was achieved on July 19, 2016.

OCWA implemented a new computerized work order system (Maximo) which will better maintain the system's assets and optimize the facility. The system is used to schedule equipment maintenance activities and capture details of work performed. This information is valuable to assess equipment operation, locate equipment specifications and track any additional maintenance completed or required.

On January 27th, 2016, the Dymond water distribution subsystem was connected to the New Liskeard Drinking Water System and no major issues were encountered.

The MOECC issued a new Permit to Take Water (PTTW) for the New Liskeard drinking water system (No. 4417-AF2JAM).

A list of suggested drinking water system improvements for 2016 was submitted to the City of Temiskaming Shores in November 2016. This list includes the following;



New Liskeard Water Treatment Plant

- Replacement of the existing iron removal filters should be considered
- Insulation of all process piping
- Installation of a hot water tank
- Modifications to the chlorine room to accommodate the twinning of the Dymond/New Liskeard systems.
- Installation of fencing around the WTP and the #3 well house.

Dymond Reservoir

- Insulation of all process piping.
- Painting of floors
- Modifications to the existing fencing to incorporate the water plant and landscape the approach to the facility
- Removal of well house #1

New Liskeard Reservoir

- Repairs to the building resulting from the work required to twin the New Liskeard/Dymond water systems.

6.0 DETAILS ON NOTICES OF ADVERSE TEST RESULTS AND OTHER PROBLEMS REPORTED TO & SUBMITTED TO THE SPILLS ACTION CENTER

Based on information kept on record by OCWA, four (4) the adverse water quality incidents reported to the MOE's Spills Action Centre.

AWQI No. 128519 - Low Chlorine Residual in the Distribution System on March 9, 2016: The chlorine residual at Manitoulin Transport (399 Radley Hill) was 0.00 mg/L. A nearby hydrant was flushed for approximately 20 minutes until the residual reached 0.55 mg/L. The Health Unit and MOECC SAC were notified. A chlorine residual reading was taken at the location on March 10, 2016 and the result was 0.10 mg/L.

AWQI No. 128612 - Low Chlorine in the Distribution System on March 17, 2016: The chlorine residual at Manitoulin Transport (399 Radley Hill) was 0.04mg/L – this reading was taken after 4 to 5 minutes of flushing the tap. The chlorine residual was then taken at a hydrant upstream from the location and the reading was 0.0. The hydrant was then flushed for approximately 5 minutes and then a residual of 0.11 mg/L was obtained. (AWQI# 128612)

AWQI No. 128653 - Loss of Pressure in the Distribution System on March 21, 2016: There was a watermain break on Hwy 65/11B and five commercial buildings were put on a boil water advisory (BWA). Once the watermain was repaired the lines were flushed and two sets of



samples were taken 24 hours apart. Both sets of results came back clear and the BWA was lifted on March 23, 2016.

AWQI No. 129133 - Low Chlorine in the Distribution System on April 13, 2016: A chlorine residual in the distribution system taken at Manitoulin Transport was 0.04 which is lower than the regulated minimum limit of 0.05 mg/L. Flushing was completed at a nearby hydrant for approximately 20 minutes after which time another chlorine residual taken and it was 0.58 mg/L. Health Unit and MOE SAC notified AWQI #129133

7.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

Sample Type	Number of Samples	<i>E.coli</i> Results (min to max)	Total Coliform Results (min to max)	Number of HPC Samples	Range of HPC Results (min to max)
Raw – Well 3	52	0 to 0	0 to 0	N/A	N/A
Raw – Well 4	52	0 to NDOGN	0 to NDOGN	N/A	N/A
Treated	52	0 to 0	0 to 0	52	<10 to 20
Distribution	204	0 to 0	0 to 0	100	<10 to 20

Maximum Acceptable Concentration (MAC) for *E. coli* = 0 Counts/100 mL

MAC for Total Coliforms = 0 Counts/100 mL

NDOGN – No Data, Overgrown with Non-Target

8.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

Turbidity in the Raw Water

Parameter	Number of Samples	Range of Results (min to max)	Unit of Measure
Turbidity – Well 3	51	0.16 to 7.32	NTU
Turbidity – Well 4	51	0.17 to 7.50	NTU

Continuous Flow Analyzers in Treatment Process

Parameter	Number of Samples	Range of Results (min to max)	Unit of Measure
Free Chlorine	8760	0.45 to 4.86	mg/L

Note: For continuous monitors use 8760 as the number samples for one year.

Free Chlorine Residual in the Distribution System

Number of Samples	Free Chlorine (min to max)	Unit of Measure	Standard
369	0.00* to 1.59	mg/L	≥ 0.05



Note: Four (4) chlorine residual samples are collected one day and three (3) on a second day of each week. The sample sets must be collected at least 48-hours apart and samples collected on the same day must be from different locations.

*See section 6.0 – Details on Notices of Adverse test Results

Nitrate & Nitrite at the Water Treatment Plant

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 11	<0.1	<0.05	mg/L	No
April 7	<0.1	<0.05	mg/L	No
July 18	<0.1	<0.05	mg/L	No
October 11	<0.1	<0.03	mg/L	No

MAC for Nitrate = 10 mg/L

MAC for Nitrite = 1.0 mg/L

Total Trihalomethane in the Distribution System

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 11	37.6	ug/L	35.7	No
April 11	34.8	ug/L		
July 18	33.0	ug/L		
October 11	37.2	ug/L		

MAC for Trihalomethanes = 100 ug/L (Four Quarter Running Average)

Lead Data

(Applicable to the following drinking water systems; large municipal residential systems, small, municipal residential systems, and non-municipal year-round residential systems)

The New Liskeard Drinking Water System qualified for the ‘Exemption from Plumbing Sampling’ as described in section 15.1-5 (9-10) of Ontario Regulation 170/03. The exemption applies to a drinking water system if; in two consecutive periods at reduced sampling, not more than 10 % of all samples from plumbing exceed the maximum allowable concentration of 10 ug/L for lead. As such, the system was required to test for total alkalinity and pH in two distribution samples collected during the periods of December 15 to April 15 and June 15 to October 15. This testing is required in every 12-month period with lead testing in every third 12-month period.

pH & Alkalinity in the Distribution System

Sample Periods	# of Samples	Alkalinity Results (mg/L) (min to max)	pH Results (min to max)	Temperature (°C) (min to max)
December 15 to April 15	3	217 to 221	7.47 to 7.57	5.7 to 8.0
June 15 to October 15	3	21.8 to 241	7.62 to 7.72	10.7 to 12.9

Sample Dates: April 12 and October 14, 2016.



Schedule 23 Inorganic Data at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	Exceedance
Antimony	<0.5	ug/L	6	No
Arsenic	<1	ug/L	25	No
Barium	111	ug/L	1000	No
Boron	117	ug/L	5000	No
Cadmium	<0.1	ug/L	5	No
Chromium	2.8	ug/L	50	No
Mercury	<0.1	ug/L	1	No
Selenium	<1	ug/L	10	No
Uranium	<1	ug/L	20	No

Sample Date: October 4, 2014.

Note: Sample required every 36 months. Next sampling scheduled for October 2017.

Schedule 24 Organic Data at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	Exceedance
Alachlor	<0.5	ug/L	5	No
1,1-Dichloroethylene (vinylidene chloride)	<0.2	ug/L	14	No
1,2-Dichlorobenzene	<0.2	ug/L	200	No
1,2-Dichloroethane	<0.2	ug/L	5	No
1,4-Dichlorobenzene	<0.2	ug/L	5	No
2,3,4,6-Tetrachlorophenol	<0.6	ug/L	100	No
2,4,5-Trichlorophenoxy acetic acid (2,4,5-T)	<0.06	ug/L	280	No
2,4,6-Trichlorophenol	<0.6	ug/L	5	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	<0.2	ug/L	100	No
2-4 Dichlorophenol	<0.6	ug/L	900	No
Aldicarb	<0.6	ug/L	9	No
Aldrin + Dieldrin	<0.004	ug/L	0.7	No
Atrazine + N-dealkylated metabolites	<0.9	ug/L	5	No
Azinphos-methyl	<0.4	ug/L	20	No
Bendiocarb	<1.0	ug/L	40	No
Benzene	<0.2	ug/L	5	No
Benzo(a)pyrene	<0.009	ug/L	0.01	No
Bromoxynil	<0.6	ug/L	5	No
Carbaryl	<1.0	ug/L	90	No
Carbofuran	<1.0	ug/L	90	No
Carbon Tetrachloride	<0.2	ug/L	5	No
Chlordane (Total)	<0.004	ug/L	7	No
Chlorpyrifos	<0.4	ug/L	90	No
Cyanazine	<0.4	ug/L	10	No
Diazinon	<0.4	ug/L	20	No
Dicamba	<0.2	ug/L	120	No



Parameter	Result Value	Unit of Measure	MAC	Exceedance
Dichlorodiphenyl trichloroethane (DDT) + metabolites	<0.005	ug/L	30	No
Dichloromethane	<1.0	ug/L	50	No
Diclofop-methyl	<0.2	ug/L	9	No
Dimethoate	<0.4	ug/L	20	No
Dinoseb	<0.06	ug/L	10	No
Diquat	<7.0	ug/L	70	No
Diuron	<6.0	ug/L	150	No
Glyphosate	<20.0	ug/L	280	No
Heptachlor + Heptachlor Epoxide	<0.004	ug/L	3	No
Lindane (Total)	<0.001	ug/L	4	No
Malathion	<0.4	ug/L	190	No
Methoxychlor	<0.001	ug/L	900	No
Metolachlor	<0.2	ug/L	50	No
Metribuzin	<0.2	ug/L	80	No
Monochlorobenzene	<0.2	ug/L	80	No
Paraquat	<1.0	ug/L	10	No
Parathion	<0.2	ug/L	50	No
Pentachlorophenol	<0.6	ug/L	60	No
Phorate	<0.4	ug/L	2	No
Picloram	<0.06	ug/L	190	No
Polychlorinated Biphenyls (PCB)	<0.05	ug/L	3	No
Prometryne	<0.2	ug/L	1	No
Simazine	<0.4	ug/L	10	No
Temephos	<20.0	ug/L	280	No
Terbufos	<0.2	ug/L	1	No
Tetrachloroethylene	<0.2	ug/L	30	No
Triallate	<0.2	ug/L	230	No
Trichloroethylene	<0.2	ug/L	50	No
Trifluralin	<0.2	ug/L	45	No
Vinyl Chloride	<0.2	ug/L	2	No

Sample Date: October 14, 2014.

Note: Sample required every 36 months. Next sampling scheduled for October 2017.

Inorganic or Organic Parameter(s) that Exceeded Half the Standard Prescribed in Schedule 2 of Ontario Drinking Water Quality Standards

No inorganic or organic parameter(s) listed in Schedule 23 and 24 of Ontario Regulation 170/03 exceeded half the standard found in Schedule 2 of the Ontario Drinking Water Standard (O. Reg.169/03) during the reporting period.



Most Recent Sodium Data at the Water Treatment Plant

Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 7, 2014	1	16.2	mg/L	20	Yes

Note: Sample required every 60 months. Next sampling scheduled for October 2019.

Most Recent Fluoride Data at the Water Treatment Plant

Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 7, 2014	1	0.76	mg/L	1.5	No

Note: Sample required every 60 months. Next sampling scheduled for October 2019.

Additional Testing Performed in Accordance with a Legal Instrument

Schedule C, Section 5.0 (5.1) of MDWL No. 218-103 requires the owner of the “historical” Dymond drinking water system and the operating authority for the drinking water system to ensure that surveillance samples are taken and tested as described below for lead, pH and alkalinity for a period from June 15, 2016 to October 15, 2016. These surveillance samples shall be held to the same sample requirements listed in O. Reg. 170/03 Schedule 15.1 Section 15.1-6 through to Section 15.1-11.

- Five (5) points in plumbing that serves the private residences
- One (1) point in the plumbing that does not serve private residences
- One (1) point in the distribution system

pH & Alkalinity in the Plumbing that Serves Private Residences

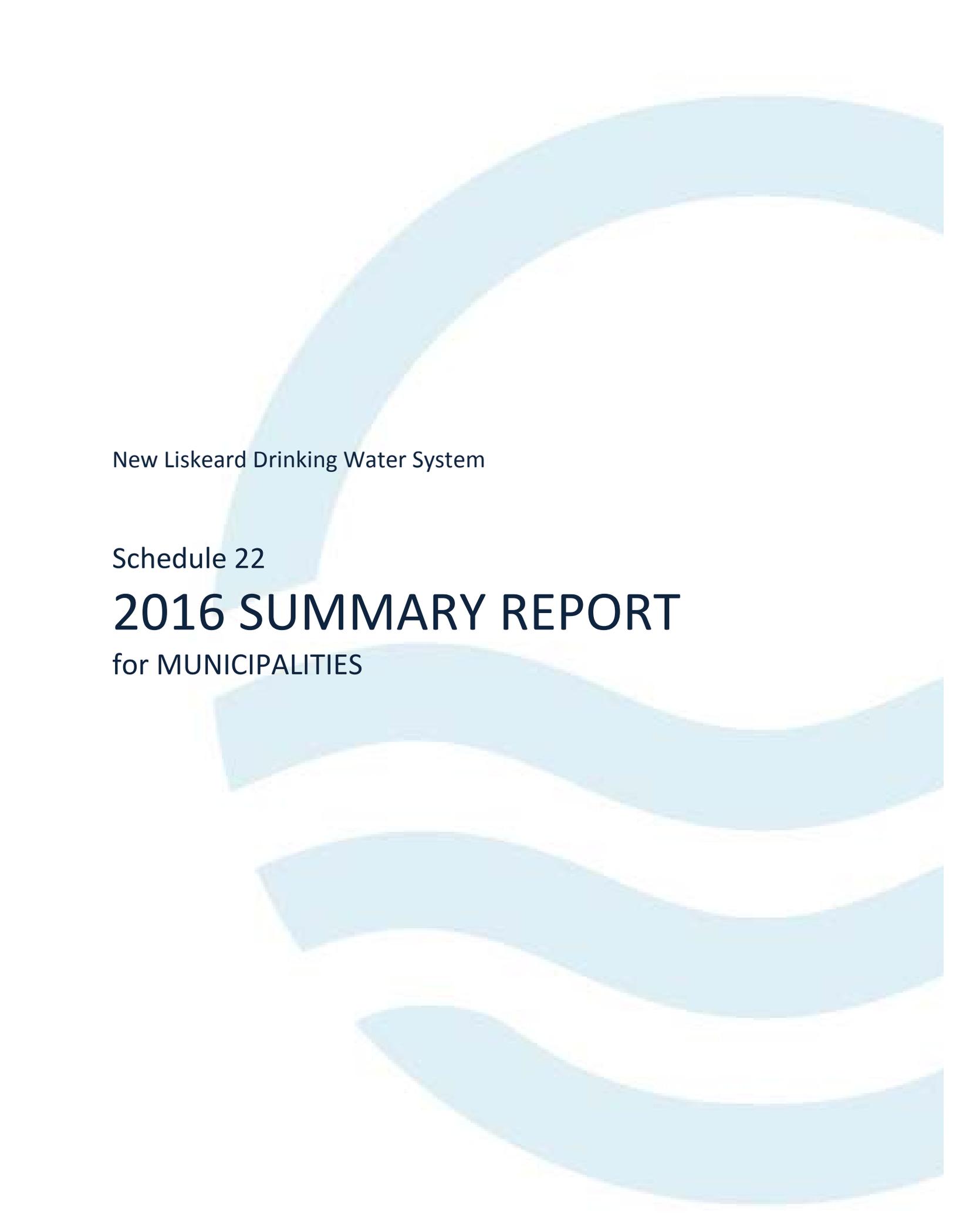
Sample Date	# of Samples	Lead Results (ug/L) (min to max)	pH Results (min to max)	Temperature (°C) (min to max)
October 13, 2016	5	<0.1 to 0.43	7.40 to 7.70	13.1 to 15.9

pH & Alkalinity in the Plumbing that Does Not Serve Private Residences

Sample Date	# of Samples	Lead Results (ug/L) (min to max)	pH Results (min to max)	Temperature (°C) (min to max)
October 13, 2016	1	0.51 / 0.20	7.40	15.1

pH & Alkalinity in the Distribution System

Sample Date	# of Samples	Lead Results (ug/L) (min to max)	Alkalinity Results (mg/L) (min to max)	pH Results (min to max)	Temperature (°C) (min to max)
October 13, 2016	1	1.12	180	7.70	13.1



New Liskeard Drinking Water System

Schedule 22

2016 SUMMARY REPORT

for MUNICIPALITIES



Schedule 22

SUMMARY REPORTS for MUNICIPALITIES

1.0 INTRODUCTION

Drinking-Water System Name	NEW LISKEARD DRINKING WATER SYSTEM
Municipal Drinking Water Licence (MDWL)	218-103-2 (issued August 15, 2016)
Drinking Water Works Permit (DWWP)	218-203-2 (issued August 15, 2016)
Permit to Take Water (PTTW)	0051-6XGNZX (expired January 15, 2007) - revoked 4417-AF2JAM (issued November 2, 2016)
Reporting Period	January 1, 2016 to December 31, 2016

2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET

According to information kept on record by OCWA, the New Liskeard Drinking Water System failed to meet the following requirements:

Incident #1 – Low Free Chlorine Residual Results in Distribution System

Legislation	Section 1-2(2)4i of Schedule 1 of O. Reg. 170/03
Requirement(s) the System Failed to Meet	<p>Failure to ensure that the water treatment equipment, which provides chlorination for secondary disinfection purposes, was operated so that at all times and all locations in the distribution system the free chlorine residual was never less than 0.05 mg/L.</p> <p>A review of the distribution system chlorine residuals indicate that the free chlorine residuals were below 0.05 mg/L at Manitoulin Transport (399 Radley Hill Rd.) on March 9th, 2016 (AWQI# 128519), March 17th, 2016 (AWQI #128612), and April 13th, 2016 (AWQI #129133). In addition, the chlorine residuals remained low at 0.05 mg/L on September 15th, 2016 and September 28th, 2016.</p>
Corrective Action	<p>On August 15th, 2016, regulatory relief from Schedule 1-2(2) 4.i and Schedule 16-3(1)4 of O. Reg. 170/03 was provided for 399 Radley Hill in accordance with conditions listed under Section 2 of Schedule D of the Municipal Drinking Water Licence No. 218-103 (Issue No. 2).</p> <p>After the inspection period, the UV unit was installed at 399 Radley Hill on November 15th, 2016. However, it was indicated on December 2nd, 2016, that the water quality was causing the UV unit to alarm and that a water softener system would be needed prior to the UV unit.</p> <p>The operating authority advised that they would continue to follow the Monitoring and Flushing Program for Manitoulin Transport SOP until the requirements for regulatory relief as outlined in Section 2 of Schedule D of the Municipal Drinking Water Licence No. 218-103 (Issue No. 2) were met.</p>
Status	No further actions required



Incident #2 – Low Free Chlorine Residual Results in Distribution System

Legislation	Section 31(1) of the Safe Drinking Water Act, 2002 & Condition 2.4.2 of Schedule B of DWWP No. 218-203
Requirement(s) the System Failed to Meet	<p>Failure to submit the Director's Notification form within thirty days of placing into service or the completion of any addition, modification, replacement or extension of the drinking water system.</p> <p>The Ministry was notified by e-mail on January 27th, 2016 that the addition of the Dymond Reservoir to the New Liskeard Drinking Water System was placed into service. However, the Director Notification Form was submitted on July 12th, 2016 – 167 days later.</p> <p>The DWWP requires that the owner shall notify the Director within thirty (30) days of the placing into service or the completion of any addition, modification, replacement or extension of the drinking water system which had been authorized through any Schedule C amendment.</p> <p>After the inspection period, on November 15th, 2016, the operating authority indicated that a point of entry UV treatment system had been installed at 399 Radley Hill Rd. (Manitoulin Transport). The UV unit was installed to meet the Relief from Regulatory Requirements outlined in Section 2.1 of Schedule D of the Municipal Drinking Water Licence No. 218-103, Issue No. 2. However, a water softener is needed for the UV treatment unit to function properly. At the time of writing this report, the UV treatment does not meet the requirements for regulatory relief.</p>
Corrective Action	<p>The Director Notification Form for the joining of the New Liskeard Drinking Water System and Dymond Reservoir and Distribution System was submitted on July 12th, 2016. <u>No further corrective action required.</u></p> <p>The owner and operating authority is reminded that the Director's Notification for the UV treatment unit at 399 Radley Hill Rd. is to be submitted within 30 days of the placing into service or the completion of any addition, modification, replacement or extension of the drinking water system in accordance with Section 2.4 of Schedule B of the DWWP.</p>
Status	Director's Notification for the UV treatment unit is in progress

3.0 SUMMARY OF QUANTITIES & FLOW RATES

Flow Monitoring

Municipal Drinking Water Licence (MDWL) #218-103 requires the owner to install a sufficient number of flow measuring devices to permit the continuous measurement and recording of:

- the flow rate and daily volume of water conveyed from the treatment system to the distribution system, and
- the flow rate and daily volume of water conveyed into the treatment system.



The New Liskeard drinking water system has the appropriate number of flow meters as listed in the MDWL. The flow metering devices were calibrated in accordance to manufacturers' specifications on an annual basis and are operating as required.

Water Usage

The following Water Usage Tables summarize the quantities and flow rates of water taken and produced during the 2016 reporting period, including average monthly volumes, maximum monthly volumes, total monthly volumes and maximum flow rates.



2016 - Monthly Summary of Water Takings from the Source (Well No. 3 and Well No. 4)

Regulated by Permit to Take Water (PTTW) #4417-AF2JAM, issued November 2, 2016

Well No. 3

	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Year to Date</i>
<i>Total Volume (m³)</i>	32786	29495	43163	33112	35494	36660	49506	35752	36192	51150	44072	40612	467994
<i>Average Volume (m³/d)</i>	1058	1017	1392	1104	1145	1222	1597	1153	1206	1650	1469	1310	1277
<i>Maximum Volume (m³/d)</i>	1263	1600	2764	1472	2112	2817	3380	3338	1781	2539	2668	1694	3380
<i>PTTW - Maximum Allowable Volume (m³/day)</i>	4000												
<i>Maximum Flow Rate (L/min)</i>	3324	3305	2848	4091	2867	3957	5306	3362	3323	3374	5927	3278	5927
<i>PTTW - Maximum Allowable Flow Rate (L/min)</i>	4500												

Note: High flow rates recorded for Well No. 3 occurred during the start-up of the well pump. These flow exceedances only last a few seconds and are a false indication of the true peak flow.



Well No. 4

	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Year to Date</i>
<i>Total Volume (m³)</i>	38899	52808	57068	51611	56616	60443	64266	85995	53172	44263	42899	46276	654316
<i>Average Volume (m³/d)</i>	1255	1821	1841	1720	1826	2015	2073	2774	1772	1428	1430	1493	1787
<i>Maximum Volume (m³/d)</i>	1735	2327	2975	2091	2578.9	3291	3764	3606	2719	3117	2254	2186	3764
<i>PTTW - Maximum Allowable Volume (m³/day)</i>	4000												
<i>Maximum Flow Rate (L/min)</i>	2795	2782	2769	2781	2819	3214	3121	3087	3100	3094	3169	3224	3224
<i>PTTW - Maximum Allowable Flow Rate (L/min)</i>	4500												

Treated Water Usage

2016 - Monthly Summary of Treated Water Supplied to the Distribution System

Regulated by Municipal Drinking Water Licence (MDWL) #218-103 - Issue 2, dated August 15, 2016

	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Year to Date</i>
<i>Total Volume (m³)</i>	71323	81445	100012	83822	91153	96098	113378	120084	87964	94389	86133	82161	1107963
<i>Average Volume (m³/d)</i>	2301	2808	3226	2794	2940	3203	3657	3874	2932	3045	2871	2739	3033
<i>Maximum Volume (m³/d)</i>	2767	3313	4052	2958	4003	4168	4777	5667	3480	3674	3598	3253	5667
<i>MDWL - Rated Capacity (m³/day)</i>	7865												



Comparison of Summary to the Rated Capacity & Flow Rates Approved in the Systems Approval, Licence and Permit

New Liskeard DWS' Permit to Take Water (PTTW) # 4417-AF2JAM, issued November 2, 2016 allows the City of Temiskaming Shores to withdraw water at a maximum volume of 4000 m³ from Well 3 and Well 4. A review of the raw water flow data indicates that the maximum water taking from Well 3 was 3380 m³ and Well 4 was 3764 m³.

The PTTW also allows a maximum rate of taking of 4500 L/min from each well. Well 3 exceeded this limit on two occasions; July 5th (5306 L/min.) and November 12th (5927 L/min.). These high flow rates occurred during the start-up of the well pump which may have been due to the check valve not sitting properly from the previous cycle. The flow exceedances or “spikes” only last a few seconds and are a false indication of the true peak flow. Well 4 was able to operate within its limit having a maximum flow rate of 3224 L/minute.

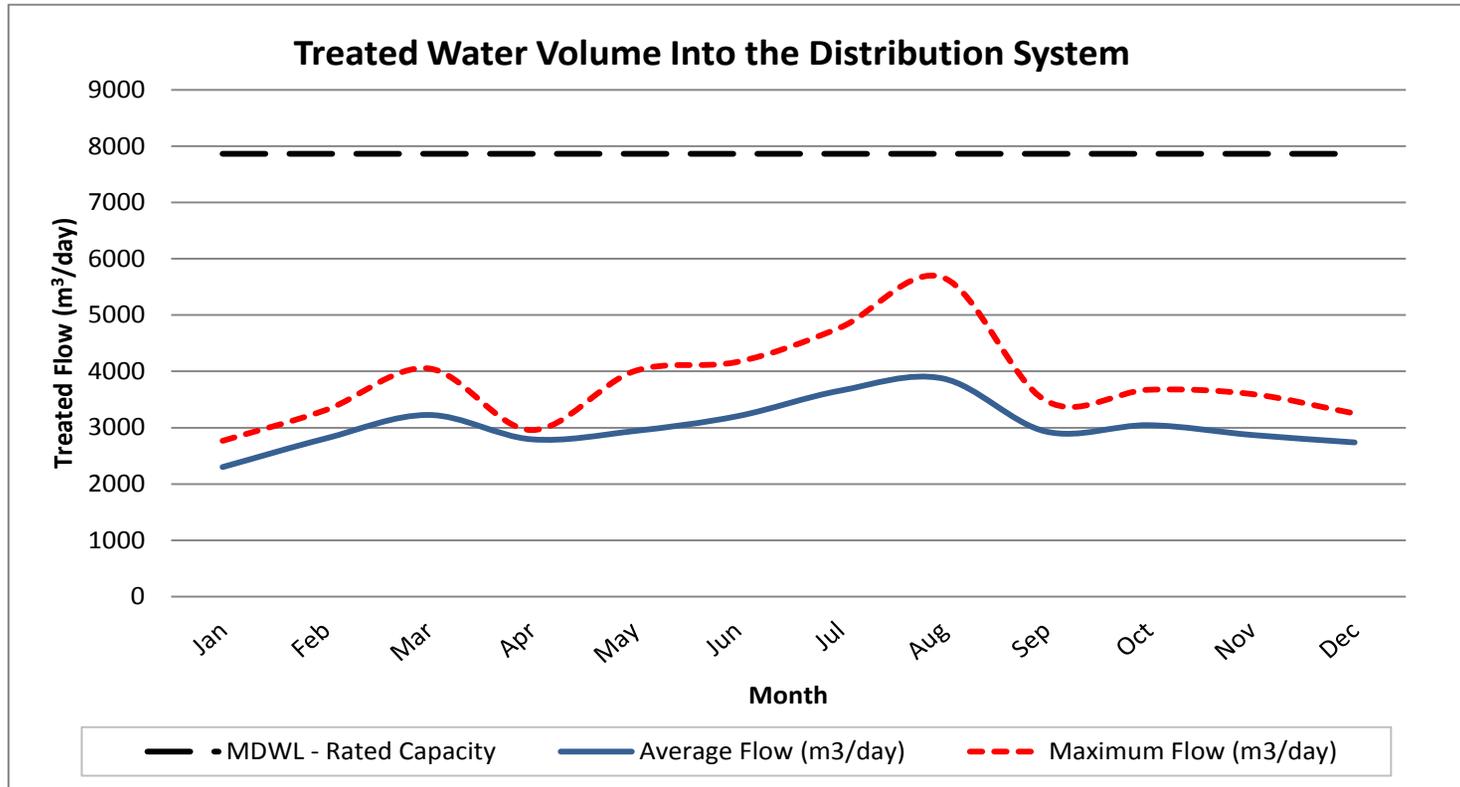
The MDWL requires that the maximum daily volume of treated water that flows to the distribution system shall not exceed 7865 m³/day. This rate was not exceeded during the reporting period. The maximum recorded volume was 5667 m³/day which represents approximately 72 % of the rated capacity.

The following table and graph (Figure 1) compare the average and maximum flow rates into the distribution system to the approved rated capacity of the system as identified in the MDWL.



Figure 1: 2016 - Daily Volume of Treated Water into the Distribution System

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Flow (m ³ /day)	2301	2808	3226	2794	2940	3203	3657	3874	2932	3045	2871	2739
Maximum Flow (m ³ /day)	2767	3313	4052	2958	4003	4168	4777	5667	3480	3674	3598	3253
MDWL - Rated Capacity	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865
% Rated Capacity	35	42	52	38	51	53	61	72	44	47	46	41





Summary of System Performance

The following information is provided to enable the Owner to assess the capability of the system to meet existing and future water usage needs:

Rated Capacity of the Plant (MDWL)	7865 m ³ /day	
Average Daily Flow for 2016	3033 m ³ /day	38.6 % of the rated capacity
Maximum Daily Flow for 2016	5667 m ³ /day	72 % of the rated capacity
Total Treated Water Produced in 2016	1,107,963 m ³	

4.0 CONCLUSION

The New Liskeard Drinking Water System addressed all incidents of non-compliance with the regulatory requirements of the Safe Drinking Water Act and its Regulations and the terms and conditions outlined in its specific approval, drinking water works permit and municipal drinking water licence during the reporting period.

The system was able to operate in accordance with the terms and conditions of the Permit to Take Water and in accordance with the rated capacity of the approval and licence while meeting the community's demand for water use.

Subject: Equipment Rental – Spring Snow
Ditching

Report No.: PW-006-2017
Agenda Date: March 15, 2017

Attachments

Appendix 01: Tender Opening Results

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-006-2017; particularly Appendix 01 - Opening Results and Appendix 02 - Draft Agreement; and
2. That as outlined in By-law No. 2017-015, Procurement Policy, Section 10.3, Request for Tenders and Section 6.0 Approval Authority, Council directs Staff to prepare the necessary by-law and agreement for Equipment Rental – Excavator for Snow Ditching with *Demora Construction Services Inc.* at the rate of \$95.00 per hour plus HST and a total of \$2,125 plus HST for 5 float moves in each designated area for consideration at the March 21st, 2017 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified owner / operators for the supply and operation of a track mounted excavator to assist in snow ditching operations at various locations within the City of Temiskaming Shores.

The work involves the removal of accumulated snow and ice from drainage ditches and channels prior to spring thaw to assist with flood control within the limits of the City of Temiskaming Shores. The work assignments and locations are directed by the Transportation Superintendent or his designate, as and where required, with an estimated 120 hours of work being required. The Contractor is approximately 40 hours of work in each of the three former areas and the excavated material is cast near the work location and requires little to no transportation from the work site. The Contractor is also required to provide equipment suitable to move the excavator between work locations as required.

The Tender documents were prepared and Tender PWO-RFT-004-2017 was distributed to previous and known potential bidders for the supply of a track mounted excavator as well as a means of transporting the equipment between work locations to meet the needs of the Department. Closing date was set at 2:00 p.m. on Tuesday March 14th, 2017.

Analysis

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

Bidder	Tendered Prices per Unit						Total Cost
	Area #1 – Dym.		Area #2 - NL		Area #3 – Hlby.		
	Excavator	Float	Excavator	Float	Excavator	Float	
Demora	\$95/Hr	\$750/Wk	\$95/Hr	\$750/Wk	\$95/Hr	\$625/Wk	\$16,375.00 +HST
Miron	\$120/Hr	\$500/Wk	\$120/Hr	\$500/Wk	\$120/Hr	\$500/Wk	\$19,500.00 +HST
Pedersen	\$120/Hr	\$800/Wk	\$120/Hr	\$800/Wk	-	-	\$13,600.00 ¹ +HST
Caldwell	\$110/Hr	\$600/Wk	\$110/Hr	\$600/Wk	\$110/Hr	\$600/Wk	\$18,300.00 +HST
Lathem	-	-	-	-	\$118/Hr	\$900/Wk	\$ 6,800.00 ² +HST
North. Gradal	\$128/Hr	\$150/Wk	\$128/Hr	\$150/Wk	\$128/Hr	\$150/Wk	\$19,650.00 +HST
Tobler Const.	\$150/Hr	\$950/Wk	\$150/Hr	\$950/Wk	\$150/Hr	\$950/Wk	\$25,350.00 ³ +HST

¹ No Price for Haileybury Area. ² No Price for New Liskeard or Dymond Area

³ Strike-outs and changes to Tender pricing not initialled by Signing Officer

Demora Construction Services Inc. has provided services and rental equipment to the City of Temiskaming Shores on several occasions and has demonstrated the ability to successfully complete work as intended.

The tenders were analysed for errors and/or omissions. As noted above, Pedersen Const. did not provide a quotation for the Haileybury area, Lathem Excavation did not provide a price for the New Liskeard and Dymond areas, Northern Gradall equipment is rubber tire mount and may not be able to access all of the work areas and Tobler Construction had numerous strike-out and changes to the Tender that were not initialled by the Signing Officer. All other information was provided by each contractor. The process for obtaining competitive pricing was in keeping with the City’s Procurement Policy (By-Law 2017-015, as enacted on Feb 21st, 2017).

Relevant Policy / Legislation/City By-Law

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

Asset Management Plan Reference

Not Applicable

Consultation / Communication

Update on tendering process, discussion with Public Works Committee, March 16th, 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

Costs associated with this work in comparable to those obtained for similar work in previous years and staffing implications related to this matter are limited to normal administrative functions and duties.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PWO-RFT-004-2017**

Opening Date: **March 14, 2017**

Inquiry Contact: **Doug Walsh**

Opening Time: **2:00 pm**

Description: **Excavator Rental**

Form of Proposal

Bidder: **DEMORA CONSTRUCTION**

Area 1 – Dymond Twp.	
5 Equipment Moves (LS):	750. ⁰⁰
Excavation Rate (Hr):	95. ⁰⁰
Area 2 – New Liskeard	
5 Equipment Moves (LS):	750. ⁰⁰
Excavation Rate (Hr):	95. ⁰⁰
Area 3 – Haileybury	
5 Equipment Moves (LS):	625. ⁰⁰
Excavation Rate (Hr):	95. ⁰⁰

Bidder: **A. MIRON TOPSOIL**

Area 1 – Dymond Twp.	
5 Equipment Moves (LS):	500. ⁰⁰
Excavation Rate (Hr):	120. ⁰⁰
Area 2 – New Liskeard	
5 Equipment Moves (LS):	500. ⁰⁰
Excavation Rate (Hr):	120. ⁰⁰
Area 3 - Haileybury	
5 Equipment Moves (LS):	500. ⁰⁰
Excavation Rate (Hr):	120. ⁰⁰

Bidder: **ALVIN CALDWELL**

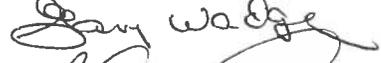
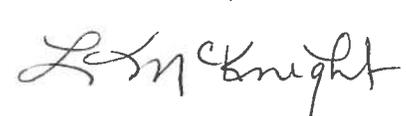
Area 1 – Dymond Twp.	
5 Equipment Moves (LS):	600. ⁰⁰
Excavation Rate (Hr):	110. ⁰⁰
Area 2 – New Liskeard	
5 Equipment Moves (LS):	600. ⁰⁰
Excavation Rate (Hr):	110. ⁰⁰
Area 3 – Haileybury	
5 Equipment Moves (LS):	600. ⁰⁰
Excavation Rate (Hr):	110. ⁰⁰

Bidder: **PEDERSEN CONSTRUCTION**

Area 1 – Dymond Twp.	
5 Equipment Moves (LS):	800. ⁰⁰
Excavation Rate (Hr):	120. ⁰⁰
Area 2 – New Liskeard	
5 Equipment Moves (LS):	800. ⁰⁰
Excavation Rate (Hr):	120. ⁰⁰
Area 3 - Haileybury	
5 Equipment Moves (LS):	/
Excavation Rate (Hr):	/

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
Matthew McLean	Demora	
Gary Wadge	CITY OF T.S.	
G D Walsh	" " "	
DAVE TREEN	CITY T. SHORES	
LINDA MCKNIGHT	C of TS	

Document Title: **PWO-RFT-004-2017**

Opening Date: **March 14, 2017**

Inquiry Contact: **Doug Walsh**

Opening Time: **2:00 pm**

Description: **Excavator Rental**

Form of Proposal

Bidder: **JAMES LATHAM EXCAV.**

Bidder: **TOBLEE CONTRACTING**

**disqualified as per Walsh*

Area 1 – Dymond Twp.	
5 Equipment Moves (LS):	/
Excavation Rate (Hr):	/
Area 2 – New Liskeard	
5 Equipment Moves (LS):	/
Excavation Rate (Hr):	/
Area 3 – Haileybury	
5 Equipment Moves (LS):	900. ⁰⁰
Excavation Rate (Hr):	118. ⁰⁰

Area 1 – Dymond Twp.	
5 Equipment Moves (LS):	950. ⁰⁰
Excavation Rate (Hr):	150. ⁰⁰
Area 2 – New Liskeard	
5 Equipment Moves (LS):	950. ⁰⁰
Excavation Rate (Hr):	150. ⁰⁰
Area 3 - Haileybury	
5 Equipment Moves (LS):	950. ⁰⁰
Excavation Rate (Hr):	150. ⁰⁰

Bidder: **NORTHERN GRADALL**

Bidder:

Area 1 – Dymond Twp.	
5 Equipment Moves (LS):	150. ⁰⁰
Excavation Rate (Hr):	128. ⁰⁰
Area 2 – New Liskeard	
5 Equipment Moves (LS):	150. ⁰⁰
Excavation Rate (Hr):	128. ⁰⁰
Area 3 – Haileybury	
5 Equipment Moves (LS):	150. ⁰⁰
Excavation Rate (Hr):	128. ⁰⁰

Area 1 – Dymond Twp.	
5 Equipment Moves (LS):	
Excavation Rate (Hr):	
Area 2 – New Liskeard	
5 Equipment Moves (LS):	
Excavation Rate (Hr):	
Area 3 - Haileybury	
5 Equipment Moves (LS):	
Excavation Rate (Hr):	

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

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

Being a by-law to enter into an agreement with
Demora Construction Services Inc. for the Rental
of a Track Mounted Excavator within the City of
Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-006-2017 at the March 21st, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Demora Construction Services Inc. for the Rental of a Track Mounted Excavator for consideration at the March 21st, 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 Demora Construction Services Inc. for the Rental of Track Mounted Excavator at a rate of \$95.00 per hour plus applicable taxes, and equipment required to move the excavator a total cost of \$2,125.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

This agreement made in duplicate this 21st day of March, 2017.

Between:

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

and

Demora Construction Services Inc.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Equipment Rental – Track Mounted Excavator
Tender No. PWO-RFT-004-2017**

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

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Ninety- Five Dollars and Zero Cents (\$95.00) per hour plus applicable taxes for the Track Mounted Excavator and Two Thousand One Hundred and Twenty Five Dollars and Zero Cents (\$2,125.00) per week plus applicable taxes for Float Services 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 post or telegram addressed as follows:

The Contractor:

Demora Construction Services Inc.
999464 Hwy 11North
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

Remainder of page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)

Demora Construction Services Ltd.

President – Andy Desmarais

Witness

Print Name: _____

Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-000

Form of Agreement



Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: March 21, 2017
Subject: "Sip and Learn" Funding Approval from ESDC under New Horizons Program
Attachments: Agreement

Mayor and Council:

At the regular meeting of Council of September 6, 2016 Council approved the submission of a funding application to Employment and Social Development Canada (ESDC) under the New Horizons Funding Program for a Seniors Program "Sip and Learn" in Temiskaming Shores to host weekly coffee hour sessions with guest speakers to strengthen social interaction between seniors and increase their knowledge of programs available.

On Thursday March 9th, 2017 staff received notification that the application was successful in the amount of \$10,200 with a municipal contribution of \$1,000 cash which will be derived from the 2017 Age Friendly Community operating budget and \$1,400 in kind for the use of facilities.

The agreement is attached and staff is recommending that Council adopt the agreement by by-law at the regular meeting of Council of March 21, 2017.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Leisure .Services

Christopher W. Oslund
City Manager



ARTICLES OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY

THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT

AND

The Corporation of the City of Temiskaming

(HEREINAFTER REFERRED TO AS "THE RECIPIENT")

HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement.

"Eligible Expenditures" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Grant" means the grant funds provided by Canada under this Agreement;

"Project" means the project described in *Schedule A - Project Description and Signatures*;

"Project Period" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"Working Day" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 PURPOSE OF THE GRANT

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 PAYMENT OF THE GRANT

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under *Payment Method Schedule A - Project Description and Signatures*.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.

8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act (R.S.C., 1985, c. 44 (4th Supp.))*, as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act (R.S.C., 1985, c. A-17)*, requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.

14.0 TERMINATION OF AGREEMENT

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 REPAYMENT REQUIREMENTS

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment, and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement. Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



22.0 NOTICES

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 ASSIGNMENT OF THE AGREEMENT

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 SUCCESSORS AND ASSIGNS

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 COMPLIANCE WITH LAWS

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 AMENDMENT

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 UNINCORPORATED ASSOCIATION

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 COMMUNICATION WITH THE PUBLIC

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)	
Common System for Grants and Contributions (CSGC) File Number: 1427912	
Project Title:	Age Friendly Sip and Learn
Program Name:	New Horizons for Seniors Program
This Application is:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Grant Amount:	



FOR THE RECIPIENT (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

_____ Signatory Name (please print)	_____ Title (please print)
_____ Signature	_____ Date (yyyy-mm-dd)
_____ Signatory Name (please print)	_____ Title (please print)
_____ Signature	_____ Date (yyyy-mm-dd)
_____ Signatory Name (please print)	_____ Title (please print)
_____ Signature	_____ Date (yyyy-mm-dd)

Subject: ZBA-2017-03(H) – Belanger
 1479 Lakeshore Road South

Agenda Date: March 21, 2017
Report No.: CGP-006-2017

Attachments

- Appendix 01:** Planning Report
- Appendix 02:** Application and Public Notice
- Appendix 03:** Engineering Comments prepared by STS Ltd.
- Appendix 04:** Draft By-law to amend Town of Haileybury Zoning By-law 85-27

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-006-2017;
2. That Council agrees to amend the provisions of the Town of Haileybury Zoning By-law 85-27 to permit the zone change from Hazard (HAZ) to Hazard Exception (HAZ-E);
3. That Council directs staff to prepare the necessary by-law to amend the Town of Haileybury Zoning By-law 85-27 for consideration at the March 21, 2017 Regular Council Meeting.

Background

The applicant is requesting the City approve a Zoning By-law amendment to rezone the property from Hazard (HAZ) to Hazard Exception (HAZ-E) to permit the construction of a 7.3m x 7.6m (24' x 25') detached accessory garage on the property.

Analysis

The public meeting was held on March 7, 2017 and no members of the public submitted written comments or made oral submission at the public meeting.

The planning report attached as Appendix 01 provides information regarding the application within the policy framework. It is the opinion of the undersigned that the proposed Zoning By-law Amendment is consistent with the Provincial Policy Statement (2014), does not conflict with the Northern Ontario Growth Plan, complies with the City of Temiskaming Shores Official Plan, and represents good planning. It is recommended that Council adopt the proposed Zoning By-law amendment.

Financial / Staffing Implications

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

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

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye
Planner

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager



Planning Report

Zoning By-law Amendment Application: ZBA-2017-03(H)

Applicant: Danny Belanger and Nancy Laffin-Belanger

Property: 1469 Lakeshore Road

Roll No.: 5418-030-011-055.00 & 5418-030-011-055.01

March 13, 2017

Subject Land

1479 Lakeshore Road; Plan M92NB, Part of lots 1, 2, and 3; Parcels 8263SST, 8953SST, and 13883SST; Town of Haileybury, City of Temiskaming Shores.

Background and Purpose of the Application

The applicant is requesting a site-specific amendment to permit the construction of a 7.3m x 7.6m (24' x 25') detached accessory garage on the property. The property is zoned Hazard (HAZ) in the Town of Haileybury Zoning By-law 85-27, and residential uses are not permitted in the HAZ zone, however the existing residential use would be considered legal non-conforming. The Zoning By-law contains specific policies for the expansion and redevelopment of existing non-conforming uses in the HAZ zone:

Section 2.8 Changes or Modifications to Existing Non-Conforming Uses

2.8.1.4 Except that the expansion or redevelopment of an existing use is not permitted in the Hazard (HAZ), Mining Constraint (MC) and Sensitive (SEN) Zones except by a zoning by-law amendment

Section 2.38 Special Provisions for Expansion and Redevelopment in the HAZ, MC and SEN Zones

Notwithstanding any other provision to the contrary in the By-law, in the HAZ, MC and SEN zones, no expansion or redevelopment of an existing use is permitted except by a zoning by-law amendment.

The property contains a single detached dwelling, and a 3.7m x 4m (12' x 13') shed that is to be removed to make way for the proposed garage.

The property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan.

Statutory Public Notice

The complete application was received on February 10, 2017. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on February 15, 2017 and was sent to public agencies in accordance with the statutory notice requirements of the Planning Act. The notice was also mailed to property owners within 120m of the subject land.

The public hearing was held on March 7, 2017. No members of the public made oral submissions at the hearing and no formal written comments have been received as of the date of this report.

Site Analysis

The property is located in the former Town of Haileybury on the east side of Lakeshore Road, with frontage on Lake Temiskaming. The property is located just south of the boundary between the former towns of Haileybury and New Liskeard. The property has an approximate area of 1,660m² (0.4ac).

Servicing

The property is serviced with municipal water and sanitary sewer services.

Access

The property fronts on Lake Temiskaming and has existing access to Lakeshore Road which is municipally owned and maintained year-round.

Existing Land Use

The property currently contains a residential dwelling and a 3.7m x 4m (12' x 13') shed. The shed is to be removed to make way for the proposed garage.

Adjacent Land Uses

North: Vacant
South: Commercial (Northern Shores motel)
East: Lake Temiskaming
West: Lakeshore Road, Residential and Commercial (Grass King)

Planning Analysis

Provincial Policy Statement (2014)

The property is located within the approved Settlement Area Boundary of the City with frontage on Lake Temiskaming. The property is an existing lot of record that is developed with a residential dwelling and a shed. The area of the property currently covered by the shed will be covered by a portion of the garage. It is not anticipated that this proposal will negatively impact any Provincial interests as specified in the PPS.

Growth Plan for Northern Ontario

The Growth Plan for Northern Ontario was developed under the Places to Grow Act to ensure greater growth occurs in an economically and environmentally sustainable manner.

A review of the Growth Plan for Northern Ontario confirms the proposal does not conflict with any of the Growth Plan policies.

City of Temiskaming Shores Official Plan

The property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan.

4. Community Development

4.5 Residential Neighbourhood

4.5.1 The scope of permitted land uses may include low, medium and high density housing types (see Housing and Growth Management); special needs housing; public service facilities appropriate to and compatible with a residential neighbourhood such as schools, places of worship, libraries, daycare facilities; and infrastructure designed and scaled to service a residential neighbourhood. Neighbourhood serving commercial uses may be permitted where a need is established, the use is compatible, and the access road has sufficient capacity. Examples include a convenience store, and a dry cleaning outlet.

The Residential Neighbourhood designation permits residential uses. Additionally, section 15.21 permits accessory uses:

15. Planning Tool Kit

15.21 Accessory Uses

Accessory uses to any permitted main use shall be permitted subject to meeting the relevant policies of the land use designation in which they are proposed.

The purpose of this application is to permit the construction of a detached garage on the flat area of the property adjacent to Lakeshore Road. The area around the proposed garage is a steep slope toward Lake Temiskaming and Section 10 sets out the requirements for development within potentially hazardous areas. Section 15 allows the City to request additional studies and information to assess the impact of a proposed development, or the impact to a proposed development with regard to a natural hazard area. The applicant submitted a report prepared by a Professional Engineer licensed to practice in Ontario (P.Eng) which is included in the information package for the application. The Engineer's assessment concludes that the proposed garage will not negatively impact, or be negatively impacted by the steep slope, provided that the following measures are put in place:

- *Silt curtains must be installed at all times during construction to mitigate any silt migration;*
- *Eaves drops must be installed on the roof perimeter of the proposed garage;*
- *Encroachment of the light vegetation during construction should be limited to 23%*
- *Encroached light vegetation should be remediated post-construction;*
- *Efforts should be made to mitigate the flow of runoff from the perimeter of the new garage to the lake;*
- *The site must be made whole after construction.*

Based on the above information it is my opinion that the proposed development demonstrates consistency with the City of Temiskaming Shores Official Plan.

Town of Haileybury Zoning By-law 85-27

The property is zoned Hazard (HAZ) in the Town of Haileybury Zoning By-law 85-27. The purpose of the amendment is rezone the property to Hazard Exception (HAZ-E) to permit the construction of a detached accessory garage.

The purpose of the HAZ zone is to identify areas that may require additional assessment prior to any development being permitted. In some instances the HAZ zone identifies areas to which the 181.7m CGD flood elevation applies. In other instances the HAZ zone identifies areas where steep slopes or unstable soil conditions may exist. The Zoning By-law also sets out specific requirements for expansion and redevelopment in the HAZ zones, and these policies were included in the Background and Purpose of the Application section of this report.

In the case of this property it was determined that the hazard applicable to the proposed garage is the steep slope from Lakeshore Road toward Lake Temiskaming. As such, the applicant was required to submit a report from a P.Eng regarding the impact of the proposed garage on the slope, and the impact of the slope on the proposed garage. The findings of the Engineer's assessment have been outlined in the Official Plan section of this report. Based on the information provided in the report, it is my opinion that the proposed garage is an appropriate installation on the property.

Comments Received from the Agency Circulation and Public Notification Process

The application was circulated to municipal departments, agencies, and the public. The following comments were received:

Director of Public Works

- ✓ *The subject land is serviced with municipal water and sanitary services along the front of the property.*
- ✓ *The subject land is a "residential setting" property and is fronted by Lakeshore Road which is a bituminous surfaced roadway and is maintained on a year round basis. There is an asphalt surface activity trail and concrete curb and gutter present in front of the property in question. Roadway drainage is by storm sewer system, property drainage is considered natural from west to east towards Lake Temiskaming.*
- ✓ *Vehicular access to the property in question would be via Lakeshore Road. There is currently an access to the property from the roadway. Construction of a new or alterations to an existing driveway will require an Entrance Permit.*
- ✓ *There are currently no short or long term plans to upgrade infrastructure in this area.*
- ✓ *The Public Works Department has no objections to this application.*

Chief Building Official – *Based on the report supplied by the Engineer, the building department has no objections to the proposed zoning amendment.*

Fire Chief – *I do not have any objections to the application.*

Director of Recreation – *Thank you for clarifying the application details, as there will not be a new access to Lakeshore Rd that may have an impact on the STATO Trail, I have no concern in relation to the application and Recreation Services.*

Director of Corporate Services – No comments received.

City Manager – *I have no comments.*

Clerk – *The Clerk's Office has no objections to ZBA-2017-03(H).*

Economic Development and Funding Application Coordinator – *No concerns.*

Tax Collector / Treasurer – *I have no concerns with the application.*

Public Comments: No comments received as of March 13, 2017.

Recommendation

Based on the information presented in this report, in my opinion, the proposed Zoning By-law amendment is consistent with the Provincial Policy Statement (2014); does not conflict with the Northern Ontario Growth Plan; complies with the City of Temiskaming Shores Official Plan; and represents good planning.

It is therefore recommended that Council approve the Zoning By-law Amendment application.

Respectfully submitted,

Jennifer Pye
Planner



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

**Application for Zoning By-Law Amendment
Under Section 34 of the Planning Act**

Application to Amend the Zoning By-Law: \$750 + \$100 advertising fee + 13% HST = \$960.50

PLEASE READ BEFORE COMPLETING THIS APPLICATION

This application reflects the mandatory information that is prescribed in the Schedules to Ontario Regulation 545/06 made under the Planning Act, RSO, 1990, as amended. In addition to completing this form, the Applicant will be required to submit the appropriate fee, a detailed site plan and any additional information or studies that may be necessary to assess the proposal.

Failure to submit the required information will delay the consideration of this Application. An application which is not considered complete under the Planning Act is not subject to the timelines of the Act. **Applicants are encouraged to consult with the Municipality prior to completing the application.**

Please Print and Complete or (✓) Appropriate Box(es)

OFFICE USE ONLY

File No.: ZBA-2017-03(H)
Date Received: February 10, 2017.
Roll No.: 5418-030-011-054.00

1. Owner Information

Name of Owner: Jonny Delanson
Mailing Address: PO Box 711 Haileybury
Email Address: dan_g_bconst@fibrecorp.ca Phone: 705-678-0453

If there is more than one registered owner, please provide information below:

Name of Owner: Nancy Luffin-Delanson
Mailing Address: _____
Email Address: clannan@fibreco.ca Phone: 705-425-2700

2. Agent Information (if applicable):

Name of Agent: _____
Mailing Address: _____
Email Address: _____ Phone: _____

3. Please specify to whom all communications should be sent:

Owner Agent

Names and addresses of the holders of any mortgages, charges, or other encumbrances in respect of the subject land:

Scotia Bank

4. Location of the Subject Land

Dymond New Liskeard Haileybury

Municipal Address

1479 Lakeshore Rd.

Legal Description

Plan M92NB Pt Lots 1, 2 Parcel 82635ST, 89535ST; Plan M92NB Pt lot 3 Parcel 138835ST

Date the subject land was acquired by the current owner: Nov 10, 2016

OB.

5. Property Information

Lot Area: 110,592 m²
Road Frontage: 45m (148.2')
Water Frontage: 45m (148.2')
Lot Depth: 36.5m (120')
Lot Width _____

Existing use(s) of the subject land (check all that apply):

- Residential Commercial Industrial
 Institutional Agricultural Vacant
 Mixed Use (specify): _____
 Other (specify): _____

Length of time the existing uses of the subject land have continued: ≥ 30 yrs.

Existing uses of abutting properties:

North: vacant East: Lake Temiskaming
South: commercial West: Residential.

6. Property Access

a. Type of access to the property

- Provincial Highway
 Municipal Road, maintained all year
 Municipal Road, maintained seasonally
 Private Road
 Right-of-Way
 Water Access
 Other (specify): _____

b. If access is by water, describe the docking and parking facilities used and the approximate distance to these facilities from the subject land and the nearest public road:

NA

7. Property Servicing

a. What type of water supply is existing / proposed for the subject land?

- Publicly owned and operated piped water supply (City water)
- Privately owned and operated piped water system (communal)
- Drilled well
- Lake or other water body
- Water service not proposed
- Other (specify): _____

b. What type of sewage disposal is existing / proposed for the subject land?

- Publicly owned and operated sanitary sewage system (City sewer)
- Privately owned and operated individual septic system
- Privately owned and operated communal septic system
- Privy
- Sewage disposal service not proposed
- Other (specify): _____

If privately owned and operated individual or communal septic systems are proposed, and where development will produce more than 4,500 litres of effluent per day, applicants are required to submit a servicing options report and a hydrogeological report prepared by a qualified professional:

- Title and date of servicing options report: _____
- Title and date of hydrogeological report: _____

c. How is storm drainage provided?

- Storm sewer
- Ditches
- Swales
- Other (specify): _____

8. Planning Information

Current Official Plan Designation(s): Residential Neighbourhood

Explain how the application conforms to the Official Plan: Property is already developed as a residential-use. Application proposes construction of residential accessory building. Engineer to provide report on stability of slope.

Current Zoning: Residential Hazard (HAZ)

AB

Requested Zoning (if applicable): Hazard - Exception

Reason why rezoning is being requested (if applicable): Zoning by-law requires amendment for any new construction in Hazard zone.

Is the subject land within an area where the municipality has predetermined the minimum and maximum density requirements or the minimum and maximum height requirements?

Yes No

If yes, provide a statement of these requirements:

Does this application propose to change the boundary of a settlement area?

Yes No

If the requested amendment alters all or any part of the boundary of an area of settlement or establishes a new area of settlement, provide details of the current Official Plan policies or Official Plan Amendment dealing with the alteration or establishment of an area of settlement.

Will this application remove land from a designated employment area?

Yes No

If the requested amendment removes the subject land from an area of employment, provide details of the current Official Plan policies or Official Plan Amendment dealing with the removal of land from an area of employment.

9. Proposed Use of Property

Proposed use(s) of the subject land (Check all that apply):

- | | | |
|---|---------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Institutional | <input type="checkbox"/> Agricultural | <input type="checkbox"/> Vacant |

Mixed Use (Please state): _____

Other (Please state): _____

OB.

List all existing and proposed buildings and structures to be constructed on the property by completing the following table (If more than 5 buildings or structures please use separate page to provide description):

	Building or Structure # 1	Building or Structure # 2	Building or Structure # 3	Building or Structure # 4	Building or Structure # 5
Type or use of building or structure					
Height (m)					
Setback from front lot line (m)					
Setback from rear lot line (m)					
Setback from side lot line one side (m)					
Setback from side lot line - other side (m)					
Setback from shoreline (m)					
Dimensions (m) or floor area (m ²)					
Year constructed					

see sketch

Are any of the following uses or features on the subject land or within 500 m of the subject land, unless otherwise specified? Please check all that apply.

Use or Feature	On the Subject Land	Within 500 metres of Subject Land (indicate approximate distance)
An agricultural operation including livestock or stockyard	<input type="checkbox"/>	<input type="checkbox"/>
A landfill	<input type="checkbox"/>	<input type="checkbox"/>
A sewage treatment plant or waste stabilization plant	<input type="checkbox"/>	<input type="checkbox"/>
A provincially significant wetland (Class 1, 2 or 3 wetland)	<input type="checkbox"/>	<input type="checkbox"/>
A provincially significant wetland within 120 metres of the subject land	<input type="checkbox"/>	<input type="checkbox"/>
A waterbody, watercourse, river, or stream	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A rehabilitated mine site	<input type="checkbox"/>	<input type="checkbox"/>
A non-operating mine site within 1 kilometre of the subject land	<input type="checkbox"/>	<input type="checkbox"/>
An active mine site, gravel pit or quarry	<input type="checkbox"/>	<input type="checkbox"/>
An industrial or commercial use (if so, specify use)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
An active railway line	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Utility corridors	<input type="checkbox"/>	<input type="checkbox"/>
Provincial Highway	N/A	<input type="checkbox"/>

10. Previous Applications

Has the subject land ever been the subject of an application under the Act for approval of a plan of subdivision or for a consent?

Yes No Unknown

If yes:

File No.: _____ Status: _____

Has the subject land ever been the subject of an application for approval of a previous Official Plan or Zoning amendment?

Yes No Unknown

If yes:

File No.: _____ Status: _____

11. Concurrent Applications

Is the subject land currently the subject of any other planning applications (Plan of Subdivision, Consent, Minor Variance, Zoning By-law Amendment, Site Plan Control) at this time?

Yes No

If yes:

File No.: _____ Status: _____

File No.: _____ Status: _____

12. Provincial Policies

Is the request consistent with policy statements issued under subsection 3(1) of the Planning Act?

Yes No

Consistent with Provincial Policy Statement (2014)

Is the subject land within an area of land designated under any provincial plan or plans?

Yes No

If yes, does the request conform to, or not conflict with, the applicable provincial plan or plans?

Does not conflict with Northern Ontario Growth Plan

13. Additional Studies or Information

Additional studies or information may be required by the Municipality to support the application. The application may not be considered a complete application unless these studies have been completed. Applicants are advised to pre-consult with the Municipality to determine what additional studies or information is required.

List of additional studies or information required by the Municipality (to be provided by the Municipality):

1. Engineer's report regarding stability of slope to support garage.
2. _____
3. _____
4. _____
5. _____
6. _____

14. Sketch

The application shall be accompanied by a site plan showing the following:

- The boundaries and dimensions of the subject land, the part that is intended to be severed and the part that is intended to be retained;
- The location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the buildings or structures from the front yard lot line, rear yard lot line and the side yard lot lines.
- The approximate location of all natural and artificial features (for example, buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks) that:
 - Are located on the subject land and on land that is adjacent to it, and
 - In the applicant's opinion, may affect the application
- The current uses of land adjacent to the subject land (E.g.: residential, agricultural, commercial, etc.);
- The location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road, or a right of way;
- If access to the subject land will be by water only, the location of the parking and boat docking facilities to be used;
- The location and nature of any easement affecting the subject land.

15. Declaration and Authorizations

Agent Authorization

I/We, authorize _____ to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date

Signature of Owner

Date

Signature of Owner

Authorization for Site Visits

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

AS
Applicant Initial

Applicant Initial

Consent for the Use and Disclosure of Personal Information

For the purposes of the **Freedom of Information and Protection of Privacy Act**, I/We authorize and consent to the use by, or the disclosure to any person or public body of any personal information that is collected under the authority of the **Planning Act** for the purpose of processing this application.

AS
Applicant Initial

Applicant Initial

Declaration of Applicant

TO BE COMPLETED IN THE PRESENCE OF A COMMISSIONER FOR TAKING AFFIDAVITS

I, Danny Belanger of the City of Temiskaming shores
in the district of Temiskaming make oath and say (or solemnly
declare) that the information contained in this application is true and that the information contained in the
documents that accompany this application is true and I make this solemn declaration conscientiously knowing
that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

Sworn (or declared) before me

at the City of Temiskaming Shores
in the District of Timiskaming
this 10th day of February, 2017



Signature of Applicant



A Commissioner for Taking Affidavits

**Jennifer Lynn Pye, a Commissioner,
etc., Province of Ontario, for the
Corporation of the City of Temiskaming
Shores. Expires June 26, 2018.**

Declaration of Applicant

TO BE COMPLETED IN THE PRESENCE OF A COMMISSIONER FOR TAKING AFFIDAVITS

I, Nancy Laffin-Belanger of the City of Temiskaming Shores
in the District of Temiskaming make oath and say (or solemnly
declare) that the information contained in this application is true and that the information contained in the
documents that accompany this application is true and I make this solemn declaration conscientiously knowing
that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

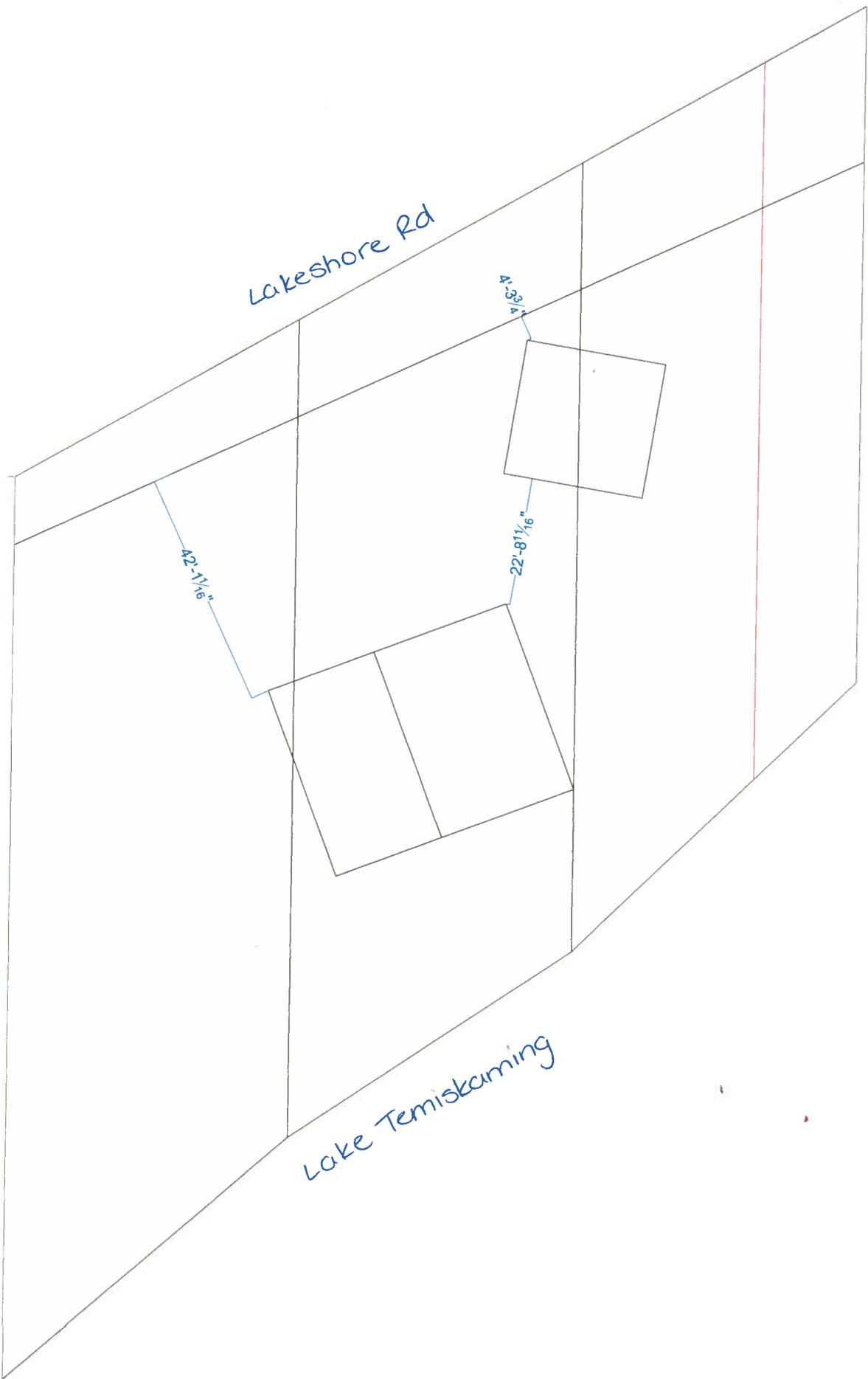
Sworn (or declared) before me

at the City of Temiskaming Shores
in the District of Timiskaming
this 10th day of February, 20 17

Nancy Laffin-Belanger
Signature of Applicant

Jennifer Pye
A Commissioner for Taking Affidavits

**Jennifer Lynn Pye, a Commissioner,
etc., Province of Ontario, for the
Corporation of the City of Temiskaming
Shores. Expires June 26, 2018.**



Lakeshore Rd

Lake Temiskaming

$42' - 1\frac{1}{16}"$

$22' - 8\frac{11}{16}"$

$4' - 3\frac{3}{8}"$

→N





Application for Zoning By-law Amendment

Notice of Complete Application And Notice of Statutory Public Hearing

Under Section 34 of the Planning Act, R.S.O. 1990 c.P.13

The City of Temiskaming Shores has received the following application to amend the Town of Haileybury Zoning By-law 85-27:

File #: ZBA-2017-03(H)
Owner: Danny Belanger and Nancy Laffin-Belanger
Property: 1479 Lakeshore Road South; Plan M92NB, Part of lots 1, 2, and 3; Parcels 8263SST, 8953SST, and 13883SST

A public hearing will be held to consider the Zoning By-law Amendment application:

Date: Tuesday, March 7, 2017
Time: 6:00 p.m.
Place: Council Chambers at City Hall, 325 Farr Drive, Haileybury

The application proposes to rezone the subject land from Hazard (HAZ) to Hazard Exception (HAZ-E) to permit the construction of a detached accessory garage on the subject land. Section 2.38 of the Town of Haileybury Zoning By-law 85-27 does not permit expansion or redevelopment of existing uses except through a zoning by-law amendment.

The property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is Zoned Hazard (HAZ) in the Town of Haileybury Zoning By-law 85-27.



For more information about this matter, including information about preserving your appeal rights, contact the undersigned.

Dated this 15th day of February, 2017.

Jennifer Pye
Planner
City of Temiskaming Shores
325 Farr Drive
PO Box 2050
Haileybury, ON P0J 1K0
Tel: 705-672-3363 ext. 4105
Fax: 705-672-2911
jpye@temiskamingshores.ca



Engineering Comments

Proposed Garage
1479 Lakeshore Road
Temiskaming Shores

Our Project Number: STS 2017-0008

Submitted To:

Dan Belanger

New Liskeard, Ontario

Submitted By:

Shaba Testing Services Ltd.

Kirkland Lake, Ontario

February 10th, 2017

©

Table of Contents

1.0 Introduction	Page 1
2.0 Site Work	Page 2
3.0 Discussion and Assessment	Page 3
4.0 Recommendations	Page 4
5.0 Conclusion	Page 4



SHABA TESTING SERVICES LTD.

Engineering Services, Materials Testing, Quality Control and Inspections

Mr. Dan Belanger
1479 Lakeshore Road
Haileybury, Ontario

February 10, 2017

Dear Sir,

Engineering Assessment, Comments in Regard to the Proposed Garage Located at 1479 Lakeshore Road

1.0 Introduction

Shaba Testing Services was retained to assess the slope stability and other related engineering features of the lot on 1479 Lakeshore Road due to the proposed expansion of the existing garage footprint. Further to our site visit of December 21, 2016, this letter provides engineering assessment, comments and recommendations with regards to the pre and post construction impact on the terrain. Our assessment of the lot is solely based on the following three (3) baseline engineering considerations:

- 1) The soil properties and characteristics;
- 2) The topography survey of the lot;
- 3) The storm water management pattern of the lot

The site visit took place on December 21, 2016. On site were Shaba Testing Services personnel and the owner. A backhoe was made available to conduct a test pit excavation to a depth of 0.9 m – 1.2 m (3-4 ft.) within the footprint of the proposed garage. A soil sample was recovered and sent to our laboratory for further analysis.

The site has light vegetation and trees, and was generally underlain by a mixed deposit of gravely-sand-silt with trace of clay soil. The driveway is unpaved.

The site has a relatively flat top, then a steep slope towards the lake. All storm water runoff trickles down towards the lake around both the residence and the existing garage.

This existing garage is 10 ft x 13 ft; it situates to the North West corner of the lot as shown on the attached drawing in our appendix A of this report.

The plan is to demolish this existing garage and replace it with a 24' x 25' garage in the same area as the existing garage. In other words, the proposed garage will be about 4.5 times bigger than the existing – an expansion that we need to assess its impact.

The expansion will be designed and situated in such a way as to not encroach on Lakeshore Road, the existing tree lines, the banks of the slope, the weedy ditch to the north and any other drainage features.

The objective of this letter is to assess and confirm the impacts (if any) of the new garage on the in-situ soil characteristics, lot slope stability and the storm water management flow (pre-development and post-development flows). This letter will also offer recommendations for remediation of the construction area.

2.0 Site Work

The site work consisted of geotechnical tests of the site. One test pit, to a depth of 0.9 m (3 ft), was excavated. See photo 1 below.

Samples were collected and transported to our laboratory for analysis. In addition, visual inspection of the in-situ soil was carried and noted.

The topographical survey of the site was also conducted to ascertain the contours and the slope of the property.

The elevation of the lot is in the range of 291.0 m to 298 m; it has a flat top and a steep slope of 35 % towards the lake. The proposed garage will be slightly built up by about 100 mm -150 mm from the 298 m elevation



Photos 1 & 2 - Test pit #1 - Showing compacted clay mixed with gravel

The site was also inspected for the drainage pattern, the vegetation, and extent of tree lines, drainage conduit and other appurtenances.

Both the permeable (gravel driveway and vegetation) and impermeable surface (garage roof) were also inspected.

3.0 Discussion and Assessment

A soil sample was retrieved from the lone test pit on site. The laboratory analysis is as follows:

% Gravel = 25.1

% Sand = 22.4

% Silt = 46.4

% Clay = 6.1

The soil was found to be very compacted and hard; it was a mixture of gravelly silty-sand with a trace of clay which makes gives a medium permeability. Its Unified Soil Classification is GM.

A review of the lot with regards to storm water management indicates that there will be no net increase in the amount of surface runoff due to the expansion of the garage. The percentage of

permeable and impermeable areas remains the same. No additional runoff is anticipated due to the expansion of the garage.

The distances to the edge of the slope or drop down of the terrain are adequate to preclude any slope destabilization as a result of the expansion.

No reduction of the trees in the tree-line is anticipated; any reduction will be swiftly compensated to preserve the storm water characteristics of the lot.

No obstruction of any drainage system is anticipated as a result of the expansion. The flow in the 600 mm diameter drain pipe would be largely unaffected.

All the trees on the lot will remain and would be largely unaffected by the proposed expansion.

The gravel driveway should remain unpaved for at least 2 years post-construction; this is to mitigate runoff by infiltration.

4.0 Recommendations

Silt curtains must be installed at all times during construction to mitigate any silt migration.

Eaves drop must be installed on the roof perimeter of the proposed garage.

Encroachment of the light vegetation during construction should be limited to 23 %.

This encroached light vegetation should be remediated post construction.

Efforts should be made to mitigate the flow of runoff from the perimeter of the new garage to the lake. We suggest running the flow to the rear of the garage, then to the lake thereafter.

The site must be made whole after construction.

5.0 Conclusion

Considering the above discussion on our three baseline parameters used for the identification of impacts, the term impact actually implies adverse impact. An adverse impact would exist from a construction project if the resultant increase in existing runoff flow rates caused by the alteration, in this case, the garage expansion, caused the post development runoff to be appreciably more than the pre-development runoff. Our assessment of the terrain shows that

this would not be the case here. There would be a negligible increase in the post-development flow; however, such an increase is of no engineering concern. The slope would remain stable post construction. Trees and tree lines would be relatively unaffected. Drainage conduits and features would be relatively intact. The in-situ soil characteristics will remain unchanged. Vegetation cover would be preserved and some restored. Mitigation strategies would be in place to channel the water away from the garage on to the lake.

Based on the above, we affirm that there would not be any adverse impact or destabilization of the slope and the net pre-development and post- development runoff due to the expansion will be negligible.

This office must be contacted for final inspection of the grade post construction.

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

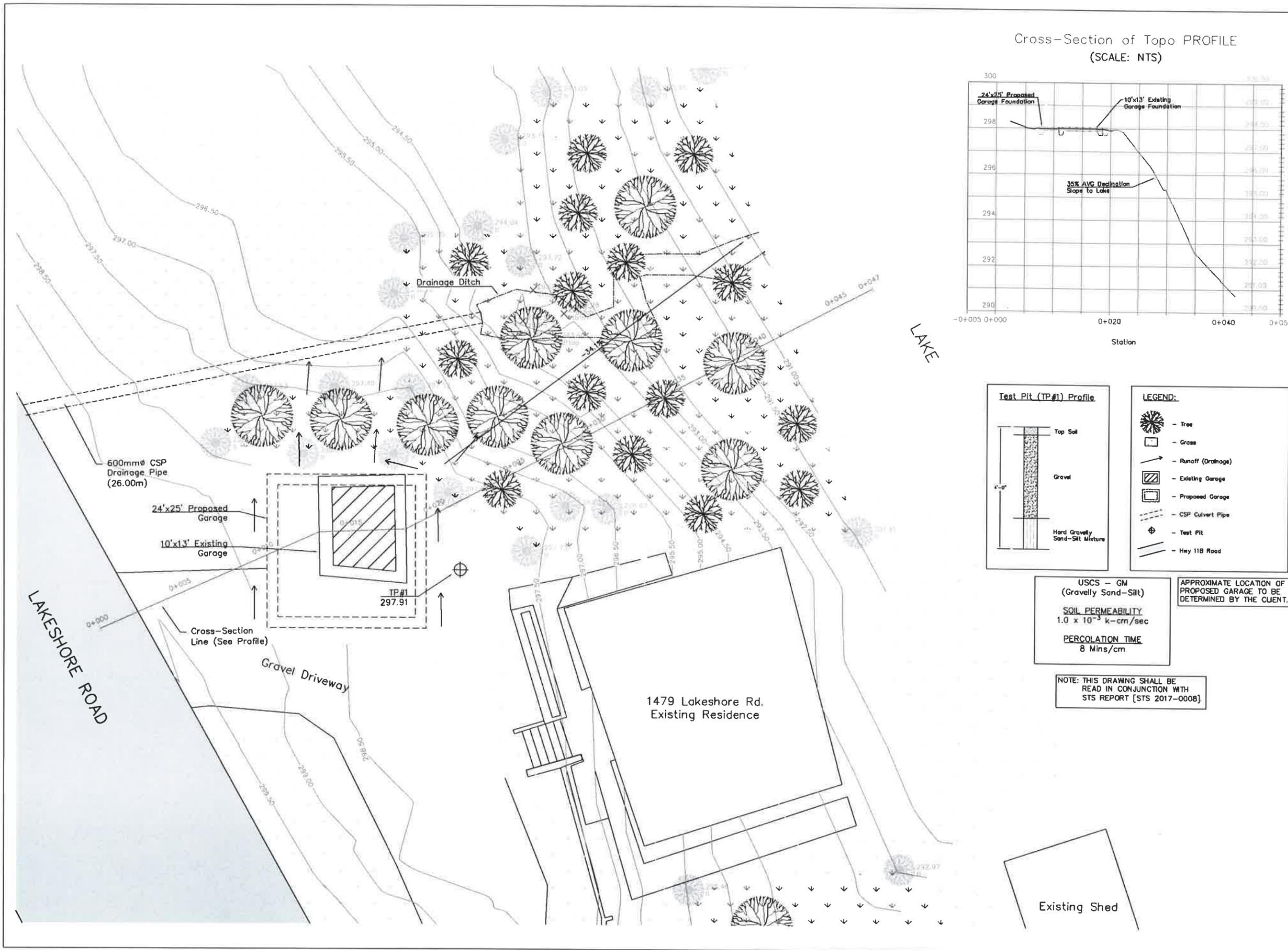
Respectfully Submitted,



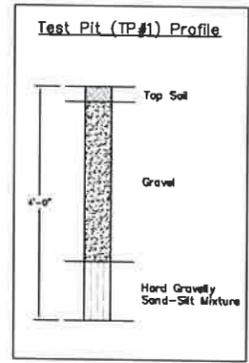
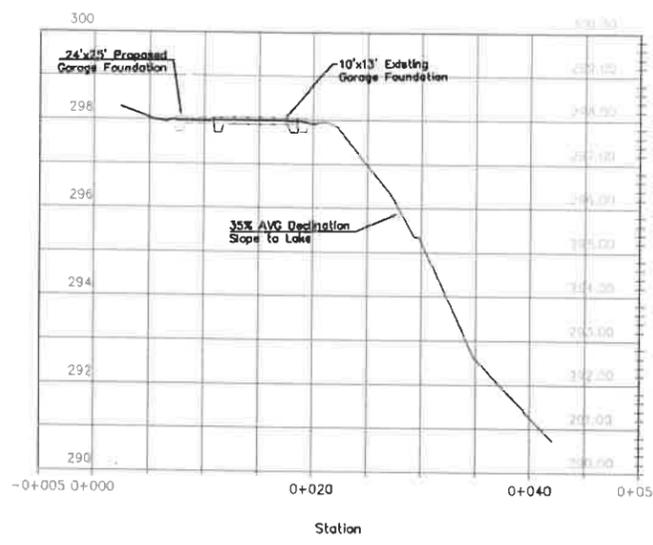
Lad Shaba, P.Eng
Principal & Senior Geotechnical and Structural Engineer



Enclosure; Site Drawing- Appendix A



Cross-Section of Topo PROFILE
(SCALE: NTS)



- LEGEND:**
- Tree
 - Grass
 - Runoff (Drainage)
 - Existing Garage
 - Proposed Garage
 - CSP Culvert Pipe
 - Test Pit
 - Hwy 118 Road

USCS - GM
(Gravelly Sand-Silt)
SOIL PERMEABILITY
 1.0×10^{-3} k-cm/sec
PERCOLATION TIME
8 Mins/cm

APPROXIMATE LOCATION OF PROPOSED GARAGE TO BE DETERMINED BY THE CLIENT.

NOTE: THIS DRAWING SHALL BE READ IN CONJUNCTION WITH STS REPORT [STS 2017-0008]



SHABA TESTING SERVICES LTD.
77 Government Road East,
Kirkland Lake, Ontario P2N 1A4
Phone #: 705-567-4187



CLIENT:
Daniel Belanger

PROJECT:
**24'x25' Garage -
Site Plan & Storm Water
Management**

ISSUED FOR - REVISION:

NO.	DATE	REVISIONS & ISSUES
2	FEBRUARY 10th, 2016	APPROVAL DATA
1	FEBRUARY 09th, 2016	REVISIONS TO SITE PLAN

PROJECT NO:	STS 2017 - 0008	DATE:	FEBRUARY 10th, 2016
PROJECT LOCATION:	1479 Lakeshore Rd., New Lakeard, Ontario		
SCALE:	1:200		
DRAWN BY:	JM		
CHECKED BY:	L.S.		

DRAWING TITLE:
**Site TOPO
&
Storm Water Management**

SHEET #:	S01	REV. #:	2
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DISCLAIMER:
THIS DRAWING IS THE PROPERTY OF SHABA TESTING SERVICES LTD. AND SHALL BE USED ONLY FOR THE SPECIFIC PROJECT IDENTIFIED ON THE DRAWING. NO REVISION SHALL BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF SHABA TESTING SERVICES LTD. DRAWING IS NOT TO SCALE.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

Being a by-law to enact a Zoning by-law Amendment to rezone property from Hazard (HAZ) to Hazard Exception 1 (HAZ-E1) in the Town of Haileybury Zoning By-law 85-27 1479 Lakeshore Road South (Plan M-92NB, Part of lots 1, 2, and 3; Parcels 8263SST, 8953SST, and 13883SST) Roll Nos. 54-18-030-011-054.00 and 54-18-030-011-055.00

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 85-27 regulates the use of land and the use and erection of buildings and structures within the Town of Haileybury, now the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-006-2017 at the Regular Council meeting held on March 21, 2017 and directed staff to prepare the necessary by-law to amend the Town of Haileybury Zoning By-law No. 85-27 to change the zoning on the property from Hazard (HAZ) to Hazard Exception 1 (HAZ-E1);

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

1. **Schedule Changes**

- a) Schedule "B" of By-law No. 85-27, as amended, is hereby further amended by rezoning Plan M92NB, Part of lots 1, 2, and 3; Parcels 8263SST, 8953SST, and 13883SST, known locally as 1479 Lakeshore Road, as shown on Schedule "A" to this By-law, from the Hazard (HAZ) Zone to the Hazard Exception 1 (HAZ-E1) Zone.

2. **Text Changes**

- a) Sections 2.8.1.4 and 2.38 are amended to permit, in the HAZ-E1 Zone, a 7.3m x 7.6m (24' x 25') detached accessory garage.
3. That all other provisions of By-law No. 85-27 shall continue to apply.
4. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" to
By-law 2017-000
City of Temiskaming Shores



Rezoned from Hazard (HAZ) to Hazard Exception 1 (HAZ-E1)



Corporate Services
011-2017-CS

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: March 21, 2017
Subject: FedNor Funding Agreement – Water Linking Project (N.L. & Dym Water systems)
Attachments: None

Mayor and Council:

The City of Temiskaming Shores applied for funding assistance through the Ministry of Industry (FedNor) in August 2015 under the Northern Ontario Development Program for the connection of the Dymond water distribution system to the New Liskeard water system.

Correspondence was received on March 14, 2017 that the City was approved for funding for the project in the amount of \$1,000,000.

It is recommended that Council direct staff to prepare the necessary by-law to enter into a funding agreement with Industry Canada (FedNor) for the water linking project in the amount of \$1,000,000 for consideration at the March 21, 2017 Regular Council meeting.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

David B. Treen
Municipal Clerk

Kelly Conlin
Dir. Corporate Services (A)

Christopher W. Oslund
City Manager

Subject: Hlby Medical Centre Lease Agreement
Renewals (HFHT & Dr. Smith)

Report No.: CS-020-2017
Agenda Date: March 21, 2017

Attachments

Appendix 01: Draft Lease with Hlby Family Health Team – See By-law No. 2017-048

Appendix 02: Draft Lease with Dr. Phillip Smith – See By-law No. 2017-047

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-020-2017;
2. That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre with a 1.8% rental rate increase for 2017 in accordance with the Consumer Price Index for consideration at the March 21, 2017 Regular Council meeting; and
3. That Council directs staff to prepare the necessary by-law to enter into a three (3) year lease agreement with Doctor Phillip Smith for the use of office space at the Haileybury Medical Centre with an annual rental rate increase in accordance with the Consumer Price Index (1.8% for 2017) for consideration at the March 21, 2017 Regular Council meeting.

Background

The Haileybury Family Health Team is currently using 1,907 square feet of space at the Haileybury Medical Centre. The lease agreement with the Haileybury Family Health Team will expire on March 31, 2017.

The breakdown of the 1,907 square feet of space is as follows and the attached template agreement (Appendix 01) would reflect each schedule respectively;

Schedule A – Room 235 – 236 sq. feet

Schedule B – Room 232/234 – 400 sq. feet

Schedule C – Room 221– 236 sq. feet

Schedule D – Room 250 – 236 sq. feet

Schedule E – Room 236 – 236 sq. feet

Schedule F – Room 240 – 236 sq. feet

Schedule G – Room 240 - 236 sq. feet

Schedule H – Room 239 – 91 sq. feet

Doctor Phillip Smith is currently renting 350 square feet of space in the Haileybury Medical Center. Dr. Smith’s lease agreement expires on March 31, 2017.

Analysis

In order for the City maintain a favorable position and recuperate the costs associated with operating the Haileybury Medical Centre, staff is recommending an increase of 1.8%, which represents an increase to \$21.27 from \$20.89 for the Haileybury Family Health Team per sq. foot. The term of the lease will be one (1) year with the same provisions of the lease remaining the same.

Dr. Smith’s lease rate would increase to \$13.41 from \$13.17 per square foot per year. The conditions of the renewal would remain the same, including the rent provision of a yearly rental rate increase according to the Consumer Price Index. The term of the lease will be three (3) years. The draft lease agreement is attached as Appendix 02.

Financial / Staffing Implications

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

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

The rental of the 1,907 ft² of space (Family Health Team) based on the 1.8% increase is shown in the following table:

Sch	Room	Footage	2016 Rate/ft ² /yr	Rent/Yr	2017 Rate/ft ² /yr	Rent/Yr
A	235	236 ft ²	\$20.89	\$ 4,930.04	\$21.27	\$ 5,019.72
B	232 / 234	400 ft ²	\$20.89	\$ 8,356.00	\$21.27	\$ 8,508.00
C	221	236 ft ²	\$20.89	\$ 4,930.04	\$21.27	\$ 5,019.72
D	250	236 ft ²	\$20.89	\$ 4,930.04	\$21.27	\$ 5,019.72
E	236	236 ft ²	\$20.89	\$ 4,930.04	\$21.27	\$ 5,019.72
F	240	236 ft ²	\$20.89	\$ 4,930.04	\$21.27	\$ 5,019.72
G	240	236 ft ²	\$20.89	\$ 4,930.04	\$21.27	\$ 5,019.72
H	239	91 ft ²	\$20.89	\$ 1,900.99	\$21.27	\$ 1,935.57
	Total:	1,907 ft²	Total:	\$ 39,837.23	Total:	\$ 40,561.89

The following capital projects were completed in 2016 at the Haileybury Medical Centre:

Retaining Wall Upgrades - \$32,900 & Flooring Replacement - \$24,200

There are no capital projects budgeted for this location in 2017.

A projected 2017 revenue of \$105,000 and estimated expenses of \$72,800 for this facility leaves the municipality with a net surplus of \$32,200.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

Subject: 2017 Water/Wastewater Rates

Report No.: CS-021-2017

Agenda Date: March 21, 2017

Attachments

Appendix 01: Draft Letter to School Boards

Appendix 02: Draft 2017 Water/Wastewater Rate By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-021-2017;
2. That Council directs staff to forward a letter to the applicable school boards advising of the change in the billing method to a flat rate per student/staff for all schools (elementary, secondary and post-secondary) located within the City of Temiskaming Shores; and
3. That Council directs staff to prepare the necessary by-law to approve the 2017 Water/Wastewater Rates for consideration at the April 4, 2017 Regular Council meeting.

Background

Annually the City passes a water/wastewater rate by-law as part of the budget and taxation processes.

Staff have been reviewing the rates in the different sectors of the municipality and discussing options for correcting inequalities that currently exist within the rate schedules for multi-residential, hotels, restaurants and schools. Various committee meetings (Public Works and Corporate Services) have been held over the past year and a half to discuss the issue and the best course of action to rectify the inequalities.

A pilot program for metering certain types of properties as described in the Waterworks System Usage By-law 2016-083 is currently being considered at the committee level.

There are numerous problems with many of the meters located within the school properties. A number of the meters are not functioning properly which is resulting in incorrect readings and billings for use. Based on the current billing, the City is subsidizing the water/sewer usage on some of the school properties.

March 22, 2017

Name
Address
Address
Postal code

Re: Water/Sewer Rates – School Properties

During a recent review of the City's water/sewer rates it has been determined that there are issues relating to the meters at a number of properties causing incorrect billings to be processed.

Council passed Resolution No. 2017-___ directing staff to notice the school boards of the change in billing methods for school properties (elementary, secondary and post-secondary). A copy of the resolution is attached for your records.

The change in billing method from metered to flat rate per student/staff will result in increases in the annual water/sewer charges for some properties and decreases for other.

Hoping this information is satisfactory. If you have any questions or concerns, please do not hesitate to contact the undersigned.

Yours truly,

Laura-Lee MacLeod
Treasurer

enclosure

The Corporation of the City of Temiskaming Shores
By-law No. 2017-000
Being a by-law with respect to water and sewer service rates

Whereas in accordance to Section 391(1) a municipality and a local board may pass by-laws imposing fees or charges on any class of persons,

(a) for services or activities provided or done by or on behalf of it;

And whereas in accordance to Section 398 (2) of the Municipal Act, S.O. 2001, c.25, as amended, the treasurer of a local municipality may, and upon request of a local board whose area of jurisdiction includes any part of the municipality shall, add fees and charges imposed by the municipality, or local board, respectively, under this Part to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes:

1. In the case of fees and charges for the supply of a public utility, the property to which the public utility was supplied.

Now therefore the Council of The Corporation of the City of Temiskaming Shores deems it expedients to enact the following:

1. That the rates and charges with respect to water and sewer services are hereby set as per Schedules "A" and "B" hereto attached and forming part of this by-law.
2. That the provisions of this By-law shall come into force and take effect January 1, 2017.
3. That by-law 2016-088 with respect to rates and charges for water and sewer services is hereby repealed.

Read a first, second and third time and finally passed this 4th day of April, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A"
2017 Schedule of Water & Sewer Rates

Roll Numbers 010-000-00000-0000 to 010-999-99999-9999 (New Liskeard)
and 030-000-00000-0000 to 030-999-99999-9999 (Haileybury)

<u>Domestic Water and Sewage Users</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$438.11	\$372.39	\$810.50
Pool	\$47.11	\$40.05	\$87.16
<i>Note: non-metered water users zoned Commercial and Industrial in the City of Temiskaming Shores (formerly Haileybury/North Cobalt/New Liskeard) shall be charged a water and sewage rate at the same rate as applied to residential or domestic users above with the exceptions as noted below and in Schedule "B".</i>			
<u>Business Operated out of Residential Units</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$219.06	\$186.20	\$405.25
<u>Restaurants/licensed facilities</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$873.93	\$742.84	\$1,616.78
<u>Hotels / Motels (each self Contained Unit)</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$342.74	\$291.33	\$634.07
<u>Car Dealers</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$873.93	\$742.84	\$1,616.78
<u>Rooming Houses:</u>			
<u>Basic Residential</u>	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$438.11	\$372.39	\$810.50
<u>Each Add'l Room</u>			
Annual	\$81.86	\$69.58	\$151.44
<u>Schools (per student/staff)</u>	<u>Water only</u>	<u>Sewer only</u>	<u>Combined</u>
Annual	\$11.95	\$10.16	\$22.11

Sewage Service Rates

Sewage service rates shall be charged at a rate of eighty-five percent (85%) of the total water rate charges.

Metered Water Rates

Rates and Charges (Residential)

First 925,000 gallons	\$4.56/1000 gallons
All additional gallons	\$2.97/1000 gallons
Minimum Bill	\$438.11

Residential Rate (Multi Residential Dwelling)

First 925,000 gallons	\$4.56/1000 gallons
All additional gallons	\$2.97/1000 gallons
Minimum Bill	\$438.11 x half the number of residential units

Commercial, Institutional, & Industrial

First 925,000 gallons	\$3.42/ 1000 gallons
All additional gallons	\$2.97/1000 gallons
Minimum Bill	\$438.11

Combination of Residential and Commercial, Institutional & Industrial

First 925,000 gallons	\$4.56/1000 gallons
All additional gallons	\$2.97/1000 gallons
Minimum Bill	\$438.11 x half the number of units
Minimum Bill for Motels	\$438.11 x 35% of the number of units

Vacancy Rates/ Water Service Off

Units unoccupied for a period of at least three (3) consecutive calendar months with water service maintained ¹ are eligible for the vacancy rate (30% of monthly water & sewer rates). The vacancy rate will take affect in the 4th month of the vacancy period.

30%/unit/month

Units unoccupied with water service turned off by Physical Services staff ¹ (50% of sewer charge)

50%/unit
sewage maintenance fee

¹Resumption of occupancy and service following vacancy shall incur normal charges for the full month during which occupancy is resumed.

Water Meter Rentals

Meter Size

5/8"	\$60.00
3/4"	\$60.00
1"	\$60.00
1 1/2"	\$96.00
2"	\$96.00
3"	\$216.00
4"	\$216.00

Service Turn off or Reconnection

-during regular hours	\$30.00
-after regular hours	\$50.00

Schedule "B"
2017 Schedule of Water and Sewage Rates

Roll Number 020-000-00000-0000 to 020-999-99999-9999 (Dymond)

<u>Water Rates</u>	
<u>Residential</u>	
Annual Fee	\$438.11/unit
Pool	\$47.11/unit
<u>Commercial Users</u>	
Small	\$438.11/unit
Medium	\$729.55/unit
Large	\$1,167.21/unit
Commercial Retail Outlet	\$82.76/employee
<u>Motels & Restaurants</u>	
Motels	\$110.95/unit
Motel Swimming Pool	\$9.25/unit
Health Club Swim Pool	\$18.71/member
Restaurant Dining Room	\$40.34/seat
Restaurant Tavern	\$23.05/seat
<u>Institution</u>	
Schools	\$11.95/student
<u>Meter Rates</u>	
Commercial, Institutional, & Industrial	
First 925,000 gallons	\$3.42/ 1000 gallons
All additional gallons	\$2.97/1000 gallons
Minimum Bill	\$438.11
<u>Sewage Service Rates</u>	
Sewage service rates shall be charged at a rate of eighty-five percent (85%) of the total water rate charges.	

The Corporation of the City of Temiskaming Shores

By-law No. 2017-037

**Being a by-law to enact a zoning by-law Amendment to
rezone property from Agriculture (A1) to Rural
Residential (RR) in the Township of Dymond Zoning By-
law 984 - 743145 Dawson Point Road (Dymond Con. 2 Pt.
Lt. 11, RP 54R-2751 Part 1, Parcel 22210SST)
Roll No. 54 18 020 002 003.02**

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 984 regulates the use of land and the use and erection of buildings and structures within the Township of Dymond, now the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-004-2017 at the March 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend the Township of Dymond Zoning By-law No. 984 to change the zoning on the property from Agriculture (A1) to Rural Residential (RR) for consideration at the March 21, 2017 Regular Council meeting;

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

1. Schedule Changes

- a) Schedule "A" of By-law No. 984, as amended, is hereby further amended by rezoning Dymond Concession 2 Part of Lot 11, RP 54R-2751 Part 1, Parcel 22210SST, known locally as 743145 Dawson Point Road, as shown on Schedule "A" to this By-law, from the Agriculture (A1) Zone to the Rural Residential (RR) Zone.
2. That all other provisions of By-law No. 984 shall continue to apply.
3. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A” to By-law 2017-037

City of Temiskaming Shores



Rezoned from Agriculture (A1) to Rural Residential (RR)

The Corporation of the City of Temiskaming Shores

By-law No. 2017-038

**Being a by-law to enact a Zoning by-law Amendment to
rezone property from Development (DE) to Medium
Density Residential Exception 18 (RR-E18) in the Town
of New Liskeard Zoning By-law 2233 Part of Dymond
Con. 2 Pt. Lt. 10, Parcel 4223SST
Roll No. 54 18 010 002 495.02**

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 2233 regulates the use of land and the use and erection of buildings and structures within the Town of New Liskeard, now the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-005-2017 at the Regular Council meeting held on March 7, 2017 and directed staff to prepare the necessary by-law to amend the Town of New Liskeard Zoning By-law No. 2233 to change the zoning on the property from Development (DE) to Medium Density Residential Exception 18 (R3-E18);

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

1. Schedule Changes

- a) Schedule "A" of By-law No. 2233, as amended, is hereby further amended by rezoning part of Dymond Concession 2 Part of Lot 10 Parcel 4223SST, as shown on Schedule "A" to this By-law, from the Development (DE) Zone to the Medium Density Residential Exception 18 (R3-E18) Zone.

2. Text Changes

- a) Section 7 is hereby amended by adding the following new subsection:

USES PERMITTED IN THE R3-E18 ZONE:

No person shall within any R3-E18 zone use any lot or erect, alter or use any building or structure for any purpose except one or more of the following R3-E18 uses, namely:

(a) RESIDENTIAL USES:

- A single family dwelling house;
- A semi-detached dwelling house.

(b) NON-RESIDENTIAL USES:

A home occupation;
A home profession.

ZONE PROVISIONS FOR THE R3-E18 ZONE:

No person shall within any R3-E18 zone use any lot or erect, alter or use any building or structure unless such lot is served by a public water system and a sanitary sewer system and except in accordance with Section 7(2), unless otherwise provided herein:

(a) LOT AREA (minima):

(ii) Semi-detached dwelling house - 680m²

(b) LOT FRONTAGE (minima):

(ii) Semi-detached dwelling house - 18m

3. That all other provisions of By-law No. 2233 shall continue to apply.
4. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

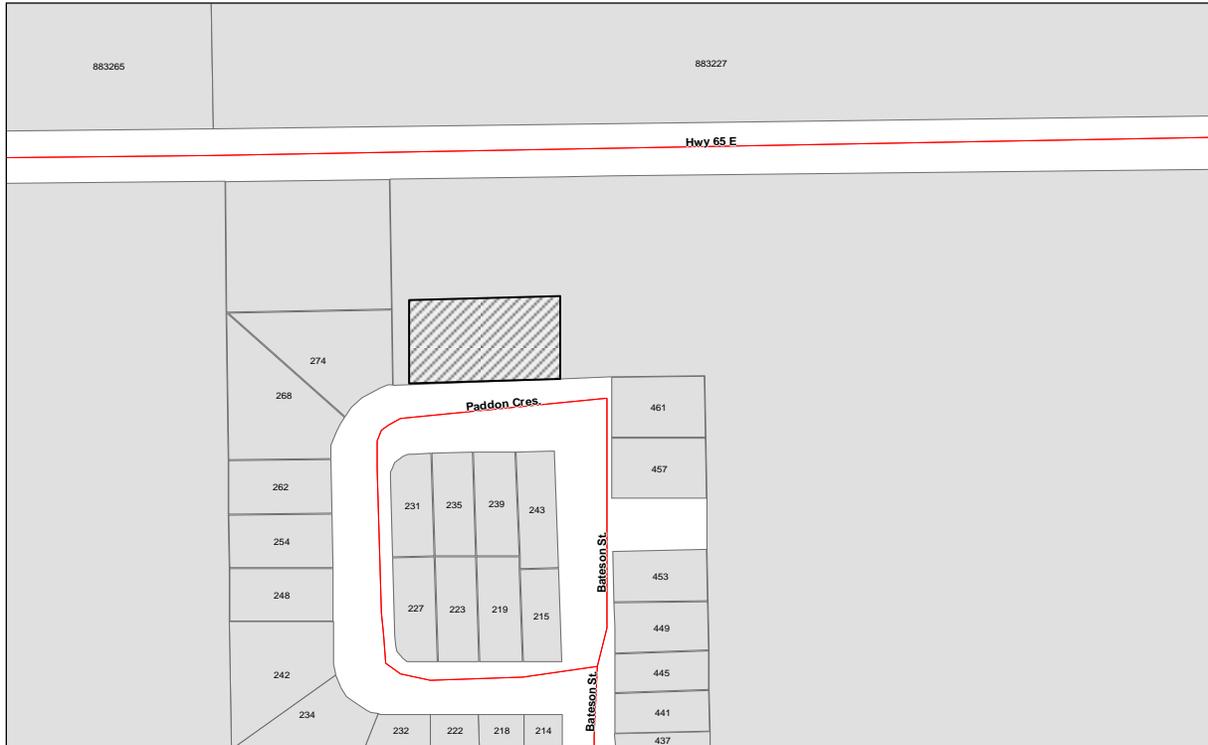
Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" to By-law 2017-038

City of Temiskaming Shores



Rezoned from Development (DE) to Medium Density Residential Exception 18 (R3-E18)

The Corporation of the City of Temiskaming Shores
By-law No. 2017-039
Being a by-law to amend By-law No. 2013-140
being a by-law to authorize the entering into an
Agreement with Stock Transportation Ltd. for the
lease of Accessible Transit Buses

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 adopted By-law No. 2013-140 being a by-law to authorize the entering into an agreement with Stock Transportation Ltd. for the lease of four Accessible Transit Buses;

And whereas Council considered Memo 002-2017-PW at the March 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-140 to incorporate the two (2) 30 foot Transit Buses;

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

1. That Council hereby amends Appendix 1 of Schedule "A" to By-law No. 2013-140 by adding the following:

Unit	Make	Model	Year	VIN	Colour	GVWR	Passenger
7	New Flyer	MD30	2015	2FYD9VR00FB051018	White	14,440	24
8	New Flyer	MD30	2015	2FYD9VR09FB051017	White	14,440	24

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, semantical 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 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2017-040

A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$617,045.00 TOWARDS THE COST OF THE NEW TRANSIT BUSES PROJECT

AND WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the "Municipality") has passed the By-law or By-laws, as applicable, enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing the capital work described in column (2) of Schedule "A" (individually a "Capital Work" and collectively the "Capital Works, as the case may be"), and authorizing the entering into of a Financing Agreement dated effective as of January 11, 2017 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work(s) (the "Financing Agreement") and the Municipality desires to issue debentures for the Capital Work(s) in the amount or respective amounts, as applicable, specified in column (5) of Schedule "A";

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority, by the Ontario Municipal Board pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the "Application") and the Application has been approved;

AND WHEREAS to provide long term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement, it is now deemed to be expedient to borrow money by the issue of serial debentures in the principal amount of \$617,045.00 dated April 03, 2017 and maturing on April 03, 2025, and payable in semi-annual instalments of combined principal and interest on the third day of October and on the third day of April in each of the years 2017 to 2025, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$617,045.00 and the issue of serial debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said principal amount of \$617,045.00 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$617,045.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated April 03, 2017, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.44% per annum and mature during a period of 8 years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by April 03, 2025 and be payable in equal semi-annual instalments of combined principal and interest on the third day of October and on the third of April in each of the years 2017 to 2025, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**") and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"Prime Rate" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

8. In each year in which a payment of semi-annual instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s), there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the

Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.

16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

21. This By-law takes effect on the day of passing.

By-law read a first and second time this 21st day of March, 2017

By-law read a third time and finally passed this 21st day of March, 2017

Carmen Kidd
Mayor

David B. Treen
Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "A" to By-law Number 2017-040

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2016-188	New Transit Buses (2)	\$617,045.00	\$0.00	617,045.00	8 years

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "B" to By-law Number 2017-040

No. 2017-040

\$617,045.00

C A N A D A
Province of Ontario

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FULLY REGISTERED INTEREST RATE 2.44% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (April 03, 2025), the principal amount of

SIX HUNDRED SEVENTEEN THOUSAND FORTY-FIVE DOLLARS

----- (\$617,045.00) -----

by semi-annual instalments of combined equal principal and diminishing interest amounts on the third day of October and on the third day of April in each of the years 2017 to 2025, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.44% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 3rd day of April, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-040 of the Municipality duly passed on the 21st day of March, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: April 03, 2017

(Seal)_____

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$617,045.00 dated April 03, 2017 and maturing on April 03, 2025 in semi-annual instalments of combined equal principal and diminishing interest amounts on the third day of October and on the third of April in each of the years 2017 to 2025, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

April 03, 2017

Kemp Pirie Crombeen

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of semi-annual instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on October 03, 2017 and ending on April 03, 2025, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs

as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto

Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **“Prime Rate”** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **“Reference Banks”**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **“Prime Rate”** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "C" to By-law Number 2017-040

LOAN AMORTIZATION SCHEDULE

Loan.....: 1737
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 617,045.00
 Rate.....: 02.4400
 Term.....: 96
 Paid.....: Semi-annual
 Matures...: 04/03/2025

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	10/03/2017	46,113.88	38,565.31	7,548.57	578,479.69
2	04/03/2018	45,603.43	38,565.31	7,038.12	539,914.38
3	10/03/2018	45,170.31	38,565.31	6,605.00	501,349.07
4	04/03/2019	44,665.01	38,565.31	6,099.70	462,783.76
5	10/03/2019	44,226.74	38,565.31	5,661.43	424,218.45
6	04/03/2020	43,754.95	38,565.31	5,189.64	385,653.14
7	10/03/2020	43,283.17	38,565.31	4,717.86	347,087.83
8	04/03/2021	42,788.18	38,565.31	4,222.87	308,522.52
9	10/03/2021	42,339.60	38,565.31	3,774.29	269,957.21
10	04/03/2022	41,849.76	38,565.31	3,284.45	231,391.90
11	10/03/2022	41,396.03	38,565.31	2,830.72	192,826.59
12	04/03/2023	40,911.35	38,565.31	2,346.04	154,261.28
13	10/03/2023	40,452.45	38,565.31	1,887.14	115,695.97
14	04/03/2024	39,980.67	38,565.31	1,415.36	77,130.66
15	10/03/2024	39,508.88	38,565.31	943.57	38,565.35
16	04/03/2025	39,034.52	38,565.31	469.21	0.00
		681,078.97	617,045.00	64,033.97	

No. 2017-040

\$617,045.00

C A N A D A
Province of Ontario
The Corporation of The City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 2.44% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the “Municipality”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “Conditions”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (April 03, 2025), the principal amount of

SIX HUNDRED SEVENTEEN THOUSAND FORTY-FIVE DOLLARS

----- (\$617,045.00) -----

by semi-annual instalments of combined equal principal and diminishing interest amounts on the third day of October and on the third day of April in each of the years 2017 to 2025, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the “Amortization Schedule”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.44% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “OILC Act, 2011”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at the The Corporation of The City of Temiskaming Shores as at the 3rd day of April, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-040 of the Municipality duly passed on the 21st day of March, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: April 03, 2017

(Seal)_____

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$617,045.00 dated April 03, 2017 and maturing on April 03, 2025 in semi-annual instalments of combined equal principal and diminishing interest amounts on the third day of October and on the third day of April in each of the years 2017 to 2025, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

April 03, 2017

Kemp Pirie Crombeen

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of semi-annual instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on October 03, 2017 and ending on April 03, 2025, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs

as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto

Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **“Prime Rate”** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **“Reference Banks”**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **“Prime Rate”** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

LOAN AMORTIZATION SCHEDULE

Loan.....: 1737
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 617,045.00
 Rate.....: 02.4400
 Term.....: 96
 Paid.....: Semi-annual
 Matures...: 04/03/2025

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	10/03/2017	46,113.88	38,565.31	7,548.57	578,479.69
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3	10/03/2018	45,170.31	38,565.31	6,605.00	501,349.07
4	04/03/2019	44,665.01	38,565.31	6,099.70	462,783.76
5	10/03/2019	44,226.74	38,565.31	5,661.43	424,218.45
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15	10/03/2024	39,508.88	38,565.31	943.57	38,565.35
16	04/03/2025	39,034.52	38,565.31	469.21	0.00
		681,078.97	617,045.00	64,033.97	

CERTIFICATE

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 8 year, 2.44 % serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$617,045.00 Debenture Amount for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2017-040 (the "Debenture By-law");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, David B. Treen, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the March 21, 2017 in full compliance with the *Municipal Act, 2001*, as amended (the "Act") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law referred to in Schedule "A" to the Debenture By-law (the "Authorizing By-law") have been enacted and passed by the Council of the Municipality in full compliance with the Act at a meeting at which a quorum was present. Forthwith after the passage of the Authorizing By-law the same was signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital works described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Council of the Municipality had its Treasurer calculate the updated limit in respect of the relevant annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable debt and financial obligation limits regulation. In this connection, before the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or exceed its updated limit. Accordingly, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the applicable debt and financial obligation limits regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law nor have the same been in any way

repealed, altered or amended and the Debenture By-law and the Authorizing By-law are now in full force and effect.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law have been previously issued.

8. The respective principal amount of debentures which is to be issued pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the respective net cost of such Capital Work(s) to the Municipality.

9. The debenture certificate issued pursuant to the Debenture By-law (the "OILC Debenture") has been signed by Mayor and by the Treasurer of the Municipality. The OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture in the amount of \$617,045.00 which is now being issued to Ontario Infrastructure and Lands Corporation pursuant to the Debenture By-law, the Municipality is not exceeding its borrowing powers.

10. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

11. The Authorizing By-law and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at the The Corporation of The City of Temiskaming Shores as at the 3rd day of April, 2017.

[AFFIX SEAL]

David B. Treen, Clerk

CERTIFICATE OF SIGNATURE AND NO LITIGATION

TO: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 8 year, 2.44% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$617,045.00, authorized by Debenture By-law Number 2017-040 (the "Debenture By-law")

I, Laura Lee MacLeod, Treasurer of the Municipality, do hereby certify that on or before April 03, 2017, I as Treasurer, signed the fully registered serial debenture numbered 2017-040 in the principal amount of \$617,045.00 dated April 03, 2017, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "OILC Debenture").

I further certify that on or before April 03, 2017, the OILC Debenture was signed by Carmen Kidd, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, that the OILC Debenture was sealed with the seal of the Municipality, and that the OILC Debenture is in all respects in accordance with the Debenture By-law.

I further certify that the said Carmen Kidd, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

I further certify that no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

DATED at The Corporation of The City of Temiskaming Shores as at the 3rd day of April, 2017.

Laura Lee MacLeod
Treasurer

I, David B. Treen, Clerk of the Municipality do hereby certify that the signature of Laura Lee MacLeod, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

David B. Treen
Clerk

DEBENTURE TREASURER'S CERTIFICATE

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 8 year, 2.44% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$617,045.00, authorized by Debenture By-law Number 2017-040 (the "Debenture By-law")

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Laura Lee MacLeod, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality authorized the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "Regulation"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2016.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amount payable described in Section 4(2) of the Regulation was determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work(s) to the Municipality.

7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

8. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement (as defined in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof.

DATED at the The Corporation of The City of Temiskaming Shores as at the 3rd day of April, 2017.

[AFFIX SEAL]

Laura Lee MacLeod, Treasurer

The Corporation of the City of Temiskaming Shores

By-law No. 2017-041

Being a by-law to enter into a Software Purchase Agreement between Vadim Computer Management Group and the City of Temiskaming Shores for a Municipal Financial Information System

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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 considered Administrative Report CS-018-2017 at the March 7, 2017 Regular Council meeting and approved the purchase of an Enterprise Resource Planning software (Municipal Financial Information system) from Vadim Computer Management Group Ltd. in the amount of \$98,183 for consideration at the March 21, 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 a Purchase Agreement with Vadim Computer Management Group for Municipal Financial Information System program from Vadim Computer Management Group Ltd. in the amount of \$98,183, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council.
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.

Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-041

Agreement between

The Corporation of the City of Temiskaming Shores

and

Vadim Computer Management Group Ltd.

for Municipal Financial Information System



PURCHASE AGREEMENT

Between:

Vadim Computer Management Group, a company having its principal office at #400, 1632 Dickson Avenue, Kelowna, BC V1Y 7T2

(the "**Company**")

And:

The City of Temiskaming Shores, located at 325 Farr Drive, Haileybury, ON P0J 1K0

(the "**Client**")

- A. The Client wishes to purchase from the Company a municipal financial information system (the "**System**"), comprised of the services (the "**Services**") and software (the "**Software**") each as more particularly described in the statement of work (the "**Statement of Work**") attached as Schedule "A";
- B. The Client wishes to purchase the System from the Company on the terms and conditions set out herein; and
- C. In connection with executing this Agreement, the Client acknowledges and agrees to the Company's standard Software Support and Maintenance Terms (the "**Software Support and Maintenance Terms**") attached as Schedule "B" and the Company's standard Software License Terms (the "**Software License Terms**") attached as Schedule "C".

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

Section 1 Purchase and Sale

The Client agrees to purchase the System from the Company and the Company agrees to supply the System to the Client on and subject to the terms and conditions set out herein.

Section 2 Purchase Price

- (a) The initial purchase price for the System is **\$98,183** which has been calculated on the estimated time and materials basis described in the Statement of Work (the "**Purchase Price**"), excluding expenses and applicable taxes. However, the actual time and materials required to deliver the System may vary from the estimates in the Statement of Work. As a result, the Purchase Price will be invoiced based on the actual time and materials incurred.

- (b) The Purchase Price shall be invoiced to the Client by the Company, and the Client shall pay the amount owing on such invoice, all in accordance with the invoicing procedures described in the Statement of Work.
- (c) The Purchase Price may also be adjusted as a result of changes requested by the Client in accordance with the change order procedures outlined in the Statement of Work.
- (d) The Client is responsible for paying all taxes in connection with the purchase of the System, including any applicable provincial sales taxes and goods and services tax.

Section 3 Implementation of the System

- (a) Prior to the Company commencing the work to implement the System, the Client shall, at the direction of the Company and at its own expense, provide an environment for the System that meets the minimum requirements specified by the Company from time to time.
- (b) The Company will not be liable for any damage suffered by the Client in connection with any failure by the Company to deliver the System due to events beyond its control, including, without limitation, acts of God, strikes, or failure of its suppliers to supply it with components of the System in a timely fashion.

Section 4 Warranties for System

- (a) The Company warrants for **12 months** (the "**Warranty Period**") that the Software will materially comply with the functionality and specifications outlined in the Documentation as defined as support material for the Software provided by the Company to the Customer from time to time including, but not limited to, on-line help, user manuals and technical bulletins and memos, provided in all cases that (i) the Software is operated solely in accordance with the Company's instructions, and (ii) the Software has not been modified by any party other than the Company. After the expiration of the Warranty Period, the Company shall have no obligation or liability with respect to any defects in the System, other than those specified in the Support and Product Maintenance Terms.
- (b) The Company does not warrant that: (i) the Software will operate uninterrupted nor that it will be free from minor defects or errors nor that all programming errors can be corrected or found in order to be corrected; and (ii) the applications contained in the Software are designed to or will meet the Client's business requirements or legislative, regulatory or policy requirements, except to the extent the Company is obligated to meet those requirements as described in this Agreement.
- (c) The Company expressly disclaims all representations, warranties and conditions, express or implied not contained herein, including without limitation any implied warranty or condition of performance, quality, durability, merchantability, fitness for a particular purpose, title and those arising by statute or otherwise in law or from a course of dealing or use of trade.

Section 5 Limitation of Liability

- (a) In no event will the Company or its affiliates and/or related companies, including their respective predecessors and successors, agents, contractors, employees, officers or directors be

liable for direct, indirect, general, special or consequential damages, including, without limitation, lost profits, lost savings, or any other incidental damages.

- (b) If for any reason the Company becomes liable to the Client for damages for any cause whatsoever and regardless of the form of action (in contract or tort) incurred in connection with this Agreement, then the aggregate liability of the Company will be limited to the software license fees actually paid by the Client to the Company under this Agreement for the twelve (12) month period preceding the date on which the claim giving rise to such liability is alleged to have occurred.

Section 6 Deemed Acceptance of Software License Terms and Software Support and Maintenance Terms

The Client acknowledges that it has read and understood the Software License Terms 'Schedule C' and the Software Support and Maintenance Terms 'Schedule B', and agrees that by executing this Agreement it has accepted all of the terms in the Software License Terms 'Schedule C' and the Software Support and Maintenance Terms 'Schedule B'.

Section 7 Confidential Information

- (a) In order to protect the rights of the Disclosing Party providing Confidential Information to the Recipient in all related information which has or which comes into the Recipient's possession in connection with this Agreement (the "**Confidential Information**"), both parties hereto agrees as follows:
 - (i) the Recipient shall not, without the prior written consent of the Disclosing Party, disclose, provide, or make available any of the Confidential Information in any form to any person, other than to employees, officers, directors, or consultants of the Recipient whose access is necessary to enable of the Recipient to exercise its rights hereunder. The Recipient agrees that prior to disclosing any Confidential Information to any consultant, it will obtain from that consultant a written acknowledgment that such consultant will be bound by the same terms as specified in this Agreement;
 - (ii) the Recipient acknowledges that any disclosure to third parties of Confidential Information may cause immediate and irreparable harm to the Disclosing Party and, therefore, the Recipient agrees to take all reasonable steps and the same protective precautions to protect the Confidential Information from disclosure to third parties as with its own proprietary and confidential information; and
 - (iii) the Company may use the Client's name referring to them as a user of the Software but shall not indicate that Client recommends the use of the Software without obtaining the Client's prior written consent.
- (b) The obligations set out in this Section 7, shall not apply to any information that:
 - (i) at any time of disclosure to the Recipient is in the public domain;
 - (ii) becomes generally known to the public through no wrongful act of the Recipient (but only after it becomes generally known to the public);

- (iii) was disclosed in good faith to the Recipient by a third party having legitimate possession of such information and the right to make such disclosure and who did not impose an obligation of confidentiality upon the Recipient; or
 - (iv) is independently developed by the Recipient.
- (c) Where the Recipient is required by law to disclose information restricted by this Section 7, the Recipient may disclose such information to the minimum extent required, provided that prior to disclosing such information, the Recipient shall use its best efforts to:
- (v) promptly notify the Disclosing Party of the requirement and the proposed consent of the disclosure; and
 - (vi) at the Disclosing Party's cost and expense, cooperate with the Disclosing Party to seek appropriate protective measures with respect to any information that is the subject of any such required disclosure.
- (d) The Recipient agrees that in the event of a breach or threatened breach of this Section 7 by it, the harm suffered by the Disclosing Party would not be compensable by monetary damages alone and, accordingly, in addition to other available legal or equitable remedies, the Disclosing Party shall be entitled to apply for an injunction or specific performance with respect to such breach or threatened breach, without proof of actual damages (and without the requirements of posting a bond or other security) and the Recipient agrees not to plead sufficiency of damages as a defense.
- (e) The obligations of the Recipient contained in this Section 7 shall survive the termination of this Agreement and shall be binding on the Disclosing Party's successors and assigns.

Section 8 Intellectual Property Claims

- (a) If the Software is, in the reasonable opinion of the Company, likely to or does become the subject of a claim for infringement of any patent, copyright, trade secret or other proprietary right of a third party, the Company may, at its expense and option, promptly:
- (i) replace the Software with a compatible, functionally equivalent, non-infringing software product;
 - (ii) modify the Software or take other action so that the Software becomes non-infringing;
 - (iii) procure the right of the Client to continue using the Software; or
 - (iv) terminate the license for the infringing Software module and refund the License Fees paid for the infringing Software module.
- (b) The Company shall defend or settle any suit or proceeding brought against Client based on a claim that the Software or the use thereof by the Client as authorized hereunder infringes any patent, copyright, trade secret, or other proprietary right and the Company shall pay all costs and damages expressly awarded therein against the Client or all amounts settled upon therein, provided that:

- (i) the Company shall have sole control of the defense and/or settlement of the claim;
 - (ii) the Client shall immediately notify the Customer in writing of such claim;
 - (iii) the Client shall at the Company's cost provide the Company with all information known to the Client regarding such claim and otherwise cooperate with the Company as the Company may reasonably require in the defense or settlement of such claim;
 - (iv) the Client shall comply with any settlement or cost order made in connection with such claim so long as it is reasonable; and
 - (v) the Company shall not be responsible for any cost, expense or compromise incurred or made by the Client without the Company's prior written consent.
- (c) the Company shall have no obligation to the Client under this Section to the extent any claim is based upon or arises out of:
- (i) the Client's use of the Software other than in accordance with this Agreement or the Software License Terms;
 - (ii) all updates not being properly installed by the Client;
 - (iii) the combination, operation or use of the Software with any hardware or other software not specifically authorized by the Company; or
 - (iv) modifications made to the Software by any person other than the Company.
- (d) The provisions of this section state the sole, exclusive, and entire liability of the Company to the Client and the Client's sole remedy with respect to all claims, damages, demands and loss whatsoever from or in respect of the infringement or violation or misappropriation of any intellectual property rights of any third person.

Section 9 Dispute Resolution

In the event of a dispute, claim, question or difference arising out of or in connection with this Agreement, or in respect of any legal relationship arising out of or in connection with this Agreement (a "**Dispute**"), the parties will attempt to settle the Dispute by negotiation. If such Dispute has not been resolved, for any reason, within thirty (30) business days of each party becoming aware of such Dispute, either party will have the option, at their discretion, to elect whether to resolve the Dispute by arbitration, mediation or submission of the Dispute to the courts of the province of BC. Such option will be exercisable by the Company by providing written notice to the Client within ten (10) business days of the expiration of the thirty (30) day negotiation period. If such option is not exercised by the Company in accordance with this Section, then each party will irrevocably attorn and submit to the non-exclusive jurisdiction of the BC courts and will waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Section 10 General

- (a) This Agreement will take effect immediately upon execution by the parties. Nothing contained in this Agreement shall limit the provisions of either the Software License Terms or the Software Support and Maintenance Terms.
- (b) Any notice or other communication given or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by registered mail, postage prepaid, to the other party at the address set out on the first page hereof or such other address (electronic or otherwise) as may subsequently be specified by the party to be notified.
- (c) For so long as the Client is using the Software, the Client shall not solicit for employment, either directly or indirectly, any person who is employed or contracted by the Company without the consent of the Company. The hiring by the Client of an employee or contractor of the Company in response to a general advertisement not specifically targeted or directed to any employees of consultants of the Company shall not be considered a breach of this provision.
- (d) The Company agrees to implement and maintain security measures and policies to safeguard personal information from unauthorized access, use and misappropriation as it maintains with its own similar personal information provided that such security measures are reasonable.
- (e) The Client provides its express consent to receive commercial electronic messages from the Company.
- (f) This Agreement, together with all Schedules hereto, shall be governed by the laws of the Province of BC and the federal laws of Canada applicable therein.
- (g) This Agreement, together with the schedules hereto, form the entire agreement between the parties hereto with respect to the subject matter hereof.

Remainder of page left intentionally blank

In witness whereof, the parties have hereunto affixed their names by their proper signing officers duly authorized in that behalf, executed this Agreement on March 21, 2017.

Vadim Computer Management Group Ltd.

By:

I/We have the authority to bind the corporation

Name: Mike D’Arcy
Title: General Manager

The City of Temiskaming, ON

By:

I/We have the authority to bind the corporation

Name: Carman Kidd
Title: Mayor

The City of Temiskaming, ON

By:

I/We have the authority to bind the corporation

Name: David B. Treen
Title: Clerk

SCHEDULE "A" – STATEMENT OF WORK

Section 1 Project Scope and Objectives

The **Statement of Work** provides a summary of the software licensing costs (including annual maintenance & support fees) and professional consulting services to be provided by Vadim to **The City of Temiskaming, ON the 'Client'**. The costs identified herein are **estimated costs & deliverables**, agreed to by Vadim and **the Client**.

Section 2 Software and Services Details

A. Software

Product	Mar-17	
Software	Price	ARR
<u>Bundled Pricing includes</u> General Ledger Accounts Payable Accounts Receivable <i>Purchasing*</i> <i>Inventory*</i> <i>Fixed Assets*</i> <i>Maintenance Management*</i> <i>iCtiy online Content Management*</i> <i>iCity Online Req and PO Entry & Approvals*</i> <i>iCity Online AP*</i> <i>iCity Online AR*</i>		
Total bundle	\$ 25,000	\$ 5,000
* Implmenation not included		
<u>Add on modules</u>		
Property Tax	\$ 8,000	\$ 1,600
iCity online Property Tax	\$ 2,500	\$ 800
Cash Recipting	\$ 4,000	\$ 500
iCity Reporting	\$ -	\$ 1,350
New - HR/Payroll	\$ 12,320	\$ 2,464
New - iCity Online Time entry	\$ -	\$ -
New - Pet License	\$ 2,000	\$ 400
New - iCity Online Pet License	\$ -	\$ -
Total Add on software	\$ 28,820	\$ 7,114
Total Software	\$ 53,820	\$ 12,114

B. Services

Set up and Training Allocation	Set up	Training	
General Ledger	0.5	3	
Accounts Payable (Band rec)		2	
Accounts Receivable		1	
iCity Online - CMS		0.5	
Property Tax	1	4	
Cash Receipting		1	
iCity Online - PT		1	
iCity Reporting	0.5	1	
HR/Payroll		4	
Pet License		1	
Total labour (days)	2	18.5	
Professional Services Summary	Days	Rate	Total
Pre Imp	1	\$ 1,365	\$ 1,365
PM	3	\$ 1,365	\$ 4,095
Installation	2	\$ 1,365	\$ 2,730
Data conversion	6	\$ 1,365	\$ 8,190
Set up	2	\$ 1,365	\$ 2,730
Training	18.5	\$ 1,365	\$ 25,253
Total Services	32.5		\$ 44,363

C. Summary

Quote Summary	
Vadim Software	\$ 53,820
Third party software	\$ -
Services	\$ 44,363
Total	\$ 98,183
Annual Support	\$ 12,114
Estimated Travel	\$ 7,289.80

Quote excludes taxes

Notes:

1. The software pricing includes 13 named full access and 26 reporting access licenses for iCity®.

2. The purchaser will receive the RIM version of the iCity® products included in this agreement for no additional costs. As future RIM modules are released they will be installed at no additional cost.
3. Service pricing is presented in days for ease of presentation but will be billed according to the hours used unless otherwise stated.
4. All service estimates assume both onsite and offsite activities. Services are billed at the Vadim standard rate regardless of where they are delivered.
5. Where applicable all service estimates are subject to revision following a pre-implementation review.
6. As of April 1st, 2017 Vadim's rate for Professional Services rate is \$215.00/hour. Any services required beyond those stated in this quote will be billed at this rate.

Cost Assumptions

(a) Assumptions and Notes regarding Application Software

1. Prices do not include taxes unless otherwise stated
2. The licensing associated with this pricing does not allow the Purchaser to use the software to process the data of any other organization or to utilize the software for the benefit of another organization. An amalgamation with another organization may lead to increased licensing fees.
3. The software listed herein is Vadim's standard applications without any enhancement or customization unless specifically stated otherwise.
4. Allowances or estimates for customization of the software or forms are not included in our proposal unless specifically stated otherwise.

(b) Assumptions and Notes regarding Hardware, Networking and 3rd Party Software

1. Technical environment must meet our standard hardware and software requirement.
2. For support, Vadim recommends Internet connectivity. It is recommended that the client have a firewall in place to secure the organizations network from the Internet.
3. Vadim has not quoted any remote building connectivity, set-up costs, or internet/firewall costs.
4. Vadim Software requires Microsoft SQL Server License and SQL Client Access Licenses and other 3rd party software. Internet oriented products such as iCity® Online may require a SQL processor license.

(c) Assumptions and Notes Regarding Implementation and Conversion Services

1. Service estimates are reviewed and revised at key milestones which include pre-implementation review, the beginning of each phase and at any point the client requests services not covered by a previous estimate.
2. Implementation and training includes analysis; planning, data configuration, quality assurance, training, and project management. Some of these services are provided onsite and others are provided remotely.

3. Our costs do not include the costs of your staff participating in the implementation process.
4. Our proposal assumes that Vadim electronically converts data for specific applications: these applications will be determined following further discussions.
5. The Conversion costs are estimates based on the estimated amount of time for an organization of your size. Our data conversion estimate will be reviewed and revised if appropriate, after a detailed review of your conversion objectives and current systems.
6. Conversion costs are an estimated based on our understanding of your conversion requirements. We will provide the conversion services specified in this agreement and if conversion services are not specifically detailed in this agreement then we will provide services up to the number of conversion days quoted and will not exceed this without your approval.
7. It is the client's responsibility to provide data to be converted in an ASCII file in the standard Vadim conversion format. Vadim's conversion costs will increase if Vadim does not receive data in the standard Vadim conversion format. Any internal costs or third-party vendor costs are not the responsibility of Vadim.
8. Vadim's conversion estimate provides for one trial run of the conversion and one final run of the conversion. Additional conversion runs will be subject to additional fees.
9. The implementation services fee is based on the number of days of training indicated and our typical involvement in a project such as this.
10. We have estimated the number of training days for each module. Should you require any additional days this would be charged at our then-current standard rate of \$215.00/hour.
11. Travel, Meals, and Accommodation costs are extra.

(d) Assumptions and Notes Regarding Estimated Travel and Living Expenses

1. Travel and living cost estimates only provide for Vadim staff visiting the client site. You may wish to make an allowance for your staff to visit Vadim's site for training.
2. Please review the "Travel and Living Expense Policy" in the proposal for more specific details.

Section 3 Change Order Procedures

A Change Order document will be created by the Vadim project manager and submitted to the client project manager for any client request that is outside of the scope of products and services included in the Statement of Work. If the change requested requires product development, a programming change or additional services from a Vadim consultant, the following process will be employed:

1. The Vadim Development or Professional Services Staff informs the Vadim project manager how many hours are required to scope the work of the client's change request
2. The Vadim project manager contacts the customer and provides an estimated time for the scoping process

3. The Vadim Development Staff or Professional Services Staff proceeds with the scoping and determines the full cost and delivery time of the work and communicates these findings to the Vadim project manager
4. The Vadim Development Staff or Professional Services Staff tracks all hours and expenses incurred during the scoping process
5. The hours and expenses incurred during the scoping process are included in the cost of the product customization or additional service delivery if the work is approved
6. The Vadim project manager creates a Change Order containing the scope of work and associated costs and contacts the customer to present the scope of work, timeline and associated costs. (The optimum timeline is to be determined by the project manager within the context of the project)
7. The Vadim project manager seeks the customer's written approval to proceed with the work outlined in the Change Order
8. If the customer does not agree to proceed with the work, the Vadim project manager determines the impact on the project, makes the necessary changes to the implementation plan and provides written confirmation to the customer.
9. If the customer agrees to proceed with the work (approval is indicated by signing and returning the Change Order), the Vadim project manager coordinates the execution of the work and successful delivery to the customer as part of the project plan

Section 4 Invoicing Procedures and Payment Terms

- i. The Purchase Price shall be invoiced to the Purchaser as follows:
 - a. 100% of the software license fees and Project Management fees , plus applicable taxes, on the signing of this agreement; and
 - b. the remainder of the Purchase Price, plus applicable taxes, shall be invoiced by Vadim as incurred; and
 - c. expenses will be invoiced as incurred
- ii. Implementation Services
 - a. Billed weekly on a time and materials
 - b. Due upon receipt
- iii. Travel expenses and per diems
 - a. Billed weekly
 - b. Due upon receipt
- iv. Annual Support and Maintenance
 - a. Invoice 60 days prior to the end of the calendar year
 - b. Due 30 days after receipt
 - c. Initial Annual Support and Maintenance invoiced six (6) months after software installation, with the exception of iCity® Reporting support which is invoiced on installation.

- v. Subsequent software purchases
 - a. Invoiced upon client acceptance of quote
 - b. Due upon receipt

All overdue invoices are subject to an interest penalty at a rate of 2% per month, which will accrue on any unpaid amounts.

Section 5 Standard Rates and Fees

Current rates noted. The Company has the right to adjust pricing, at its sole discretion.

Services included in this quote will be billed at the following rates:

- Project Management \$225/hour (Senior Staff Rate)
- Consulting Services \$190/hour (Staff Rate)
- Data Conversion \$155/hour
- Any additional services required above and beyond this quote will be billed at \$215.00/hour (all staff except for the Project Manager which will remain at \$225.00)

Travel Time:	Charged out at 50% standard rate
Mileage:	CRA Rate per km
Meals / Per Diem:	current rate is \$65 per day – subject to change
Accommodations:	Actual rates are recouped.
Airfare/Rental Car:	Actual rates are recouped.
Out of Pocket expenses:	Actual rates are recouped

Notes:

- Service pricing is presented in days for ease of presentation but will be billed according to the hours used unless otherwise stated.
- All service estimates assume both onsite and offsite activities. Services over and above those quoted in Section 3 are billed at the Vadim standard rate regardless of where they are delivered.
- Where applicable all service estimates are subject to revision following a pre-implementation review.
- Total Software and Services excludes sales taxes, travel and expenses.

Travel and Living Expense Policy

This travel and living policy outlines the costs of travel and living expenses when Vadim staff are performing work for a client that requires travel. This policy is reviewed and updated annually.

Per Diem Expenses

- (a) The current Per Diem rate of \$65.00 dollars per day is charged when Vadim staff are performing client work at client's site. This rate is subject to change. The Per Diem is designed to cover meals, miscellaneous expenses, repair/damage to clothing, or luggage from travel. Employees do not have to submit receipts when claiming Per Diem. A Per Diem is not charged to the client when Vadim staff are performing work within 50 kilometers of their office.
- (b) Tips and Gratuities are not charged to the client.

Meals

- (a) Any meals ordered for clients during on-site services at Vadim will be charged back to the client at cost.

Accommodation Costs

- (a) Accommodation costs are re-billed to the client at cost. The client is encouraged to assist with accommodation, as most municipalities have an agreement with a local hotel/motel where special rates are given. In many cases, the Hotel/Motel will bill the municipality directly. We encourage the clients to have the Hotel/Motel bill them directly for accommodation costs.

Travel Costs

- (a) All air travel (including air travel and airport levies) and vehicle rental (including full insurance and gas) are re-billed to the client at cost. Vadim will make best efforts through our travel agent to obtain the lowest rates. In order to obtain the lowest air travel cost weekend travel may be required. Vadim charges 50% of Vadim's standard rate per hour for travel time, including weekend travel. It is the client's responsibility to advise us of any cost-saving agreement prior to booking. 4X4 rental vehicles may be utilized during winter months (October-March) depending on location and weather conditions. Airport Parking and Taxi Cost charges are re-billed to client at cost.

- (b) Personal vehicle use on client business is charged to the client. The return distance from the Vadim employee's office to the client site is charged. Mileage is charged at the current CRA rate as amended by CRA from year-to-year. The employee is expected to carry adequate insurance on the vehicle for such vehicle use. Speeding and traffic violations are not charged to the client.

SCHEDULE "B" – SOFTWARE SUPPORT AND MAINTENANCE TERMS

These Software Support and Maintenance Terms (the "**Terms**") constitute a legally binding agreement between the Client (as defined in the Purchase Agreement) and Vadim Computer Management Group Ltd. (the "**Company**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

1. Definitions

The following terms shall have the meanings set forth below:

- (a) "**Maintenance Release**" means the correction or removal of program defects and minor modifications of the Software that do not substantially change the basic character or structure of the Software or its functional use or operation or improvements, general enhancements, additions or changes to Software, provided by the Company at the Company's direction, which provide a new or enhanced capability, improves performance, or replaces any portion thereof. The Company may provide Maintenance Releases to the Client from time to time at no charge.
- (b) "**Purchase Agreement**" means the purchase agreement to which these Terms are incorporated by reference.
- (c) "**Statement of Work**" means the Statement of Work described in Schedule "A" to the Purchase Agreement.
- (d) "**Standard Rate**" means the cost of services provided to the Client for modifications and consulting services, including, but not limited to, analysis, design, conversion, installation and training.
- (e) "**Version Release**" means extensive product updates such as technological platform changes, significant functionality changes and/or significant product enhancements. A Version Release shall be identifiable by the number assigned by the Company to the executable code of such Software, and the Company shall provide a Version Release to the Client from time to time during the term of these Terms. The Company reserves the right to charge an additional fee for a Version Release.

2. Deemed Acceptance

By entering into the Purchase Agreement, the Client hereby accepts the terms and conditions set out herein.

3. Term

These Terms shall be effective upon execution of the Purchase Agreement and shall remain in effect exactly twelve (12) months and shall thereafter be automatically renewed from year to year for successive one year terms until terminated pursuant to Section 9 hereof, unless, within sixty (60) days prior to the end of the then current term, the Company or the Client advises the other in writing that these Terms shall not be renewed.

4. Support and Product Maintenance Services

- (a) For so long as the Client is current with its payment to the Company of the Support and Product Maintenance Fees, the Company will provide the Client with the Support and Product Maintenance Services for the supported Maintenance Releases which can be found on the company website.
- (b) In addition to the Support and Product Maintenance Services, from time to time the Company may provide on-site or remote services to the Client at the Standard Rate, at such time and location as agreed between the Company and the Client, and if such services are required, the Company will be granted all access that may be required to the applicable hardware environment of the Client and to the Client's personnel who are concerned with the operation of the Software.
- (c) The Company shall only provide the following Support and Product Maintenance Services for products purchased through the Company.
 - 1. Telephone support assistance during standard office hours;
 - 2. First line support for third party products;
 - 3. Online knowledge base and online incident tracking;
 - 4. User documentation;
 - 5. Regularly scheduled product updates and general enhancements;
 - 6. Commercially reasonable effort by the Company to attempt to correct program errors respecting any software provided to the Customer by the Company; and
 - 7. Updates to features that previously allowed a client to comply with federal or provincial government legislation but which no longer allow a client to comply due to a legislated change.

5. Exclusions from Support and Maintenance Services

The following are not included in the scope of the Support and Maintenance Services:

- (a) Support services on additions or changes to the Software made by the Client and/or personnel not specifically authorized by the Company;

- (b) modifications to the Software required by the Client due to changes to the hardware platform or operating system to one not supported by the current Version Release;
- (c) Technical and/or business process consulting services with respect to the implementation of new products or features;
- (d) After hours support;
- (e) End user/new user training;
- (f) Version Releases;
- (g) The Software is used for purposes other than for which it was designed and intended;
- (h) The Customer is using an obsolete version;
- (i) Equipment problems exist and the equipment was not supplied by the Company;
- (j) The Software is operated in a manner inconsistent with the procedures described in the Documentation; and
- (k) Problems resulting from improper use, neglect or abuse by the Customer including, but not limited to, failure to provide a proper operating environment, or water, flood, fire or wilful damage by any person other than the Company.

Services requested by the Client that are not included in the scope of Support Services or which are not directly related to the Software will be billed at the Standard Rate, provided that the Company agrees to provide such services.

6. Fees

- (a) The Support and Product Maintenance Fees will be charged by the Company to the Client on the basis set out in Statement of Work.
- (b) The Support and Maintenance Fees set out in the Statement of Work are for the Software described therein; an additional Support and Product Maintenance Fee will be charged on additional software purchases.
- (c) The Company reserves the right to make adjustments to its Support and Maintenance Fees and Standard Rates from time to time by posting notice to the Company website without notice. These changes will be effective on the date they are posted on the Company website.

7. Support Process

- (a) The Company shall be available to provide the Support Services in accordance with the availability parameters described in section 4 (c).

- (b) The Company does not warrant that it will be capable of promptly receiving, processing or otherwise acting upon a request for support which is made outside timeframes specified in the section 4 (c).
- (c) Immediately after making a request for Support Services which may involve error correction or program modification, the Client shall give the Company a documented example of the defect or error.
- (d) The Client shall, if so requested by the Company, give the Company a listing of output and any other data which the Company requires in order to reproduce operating conditions similar to those present when any alleged defect or error in the Software was discovered.
- (e) The Client shall provide the Company remote access to its system as required.

8. New Releases

- (a) The Company may, from time to time, issue a Version Release or Maintenance Release of the Software and, if it does, it will make a copy available to the Client.
- (b) Any consulting services regarding installation, implementation of new products or features, or training services required (on-site or remote), because of a new Maintenance Release or Version Release are billable at the Standard Rate.

9. Termination/Default

- (a) The Company may terminate these Terms by notice in writing to the Client upon the occurrence of any of the following events:
 - 1. if the Support Fee payable pursuant to Section 6 is in arrears and the Client fails to pay within sixty (60) days of the date of a notice from the Company demanding payment;
 - 2. if the Client is in breach of any other of its obligations hereunder and fails to remedy such breach within ten (10) days of notice from the Company requiring the breach to be remedied;
 - 3. if the Client modifies the Software without express written authorization from the Company; or
 - 4. if the Software License Terms are terminated.
- (b) The Client may terminate these Terms at any time on thirty (30) days written notice to the Company if the Company is in breach of any of its obligations hereunder and the Company fails to remedy same within thirty (30) days written notice from the Client. In addition, the Client may terminate these Terms, with or without cause, at any time on sixty (60) days' written notice to the Company.
- (c) If either party ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or shall avail itself of or become subject to any proceeding

under bankruptcy or insolvency laws of Canada as contained in the *Bankruptcy and Insolvency Act* (Canada) or any other statute of any Province relating to insolvency or the protection of rights of creditors then, at the option of the other party and on five (5) days written notice to the party experiencing the foregoing, these Terms shall terminate.

(d) Upon:

1. termination of these Terms by the Client, pursuant to Section 9(c);
2. the parties mutually agreeing upon termination of these Terms; or
3. the Company giving notice in writing to the Client of its inability to continue to support the Software,

the Client shall retain the right to continue to use the Software for its own internal business purposes.

10. Subcontracts

- (a) The Company may subcontract for the performance of these Terms or any part of these Terms without obtaining the Client's prior written consent.
- (b) The Company may, without the consent of the Client, engage individuals on a subcontract or consultancy basis, whether or not operating under a corporate structure, to assist in the provision of services pursuant to these Terms.

11. Miscellaneous

- (a) The Client acknowledges that the Company may amend these Terms from time to time by posting notice to the Client Services Portal without notice to accommodate changes in the provision of the Support Services or for other reasons.
- (b) The Company may assign or transfer these Terms without the prior written consent of the Client. The Client may not assign, transfer or delegate these Terms, in whole or in part, without the prior written consent of the Company, such consent not to be unreasonably withheld.
- (c) No failure to exercise or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of any other right hereunder.
- (d) If any part of these Terms is adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of these Terms, but the effect thereof will be confined to the part immediately involved in the controversy adjudged and that part shall be severed from these Terms.
- (e) Neither party shall be deemed to be in default for any delay or failure to perform its obligations under these Terms resulting from acts of God, the elements, strikes, or any other causes beyond the reasonable control of such party.

- (f) Section 4 (Warranties for System), Section 5 (Limitation of Liability), Section 7 (Confidential Information), Section 8 (Intellectual Property Claims) and Section 9 (Dispute Resolutions of the Purchase Agreement) are hereby incorporated by reference, *mutatis mutandis*, into these Terms of the Purchase Agreement.

SCHEDULE "C" – SOFTWARE LICENSE TERMS

These software license terms (the "**Terms**") constitute a legally binding agreement between Vadim Computer Management Group (the "**Company**") and the end user (the "**Client**") of the Vadim software (the "**Software**") described in the Statement of Work attached as Schedule "A" to the purchase agreement (the "**Purchase Agreement**") to which these Terms are a Schedule. The "Terms" will also apply to additional Software licensed the Company to the Client in the future. These terms do not apply to any software identified as being sourced from a third party, which is licensed by that third party to the Client on the terms provided by that third party. Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

Section 1 Deemed Acceptance of Terms

By entering into the Purchase Agreement, the Client hereby accepts the terms and conditions set out herein.

Section 2 Grant of License

- (i) The Company grants to the Client a limited, perpetual, non-exclusive, revocable, non-sub-licensable, non-transferable license, subject to these Terms, to use the Software solely for the Client's internal business purposes, provided that the total number of users who have access to the Software at any time does not exceed the number specified in the Statement of Work. Such license is valid only for so long as the Client has paid the fees and other charges for the Software that are set out in the Statement of Work.
- (ii) Unless expressly authorized by the Company in writing, the Client shall not copy, translate, reverse engineer, disassemble or decompile the Software or prepare derivative works thereof or enhance, modify or update the Software. The Client will not copy, transfer, display or use the Software except as expressly authorized in these Terms. The Client will not allow any other person to use the Software except in accordance with these Terms.

Section 3 Ownership of Software

- (i) The Company warrants that it has all rights necessary to grant the license herein to the Client.
- (ii) The Software is protected by copyright, trade secret and other intellectual property laws. All proprietary and intellectual property right, title and interest, including copyright, in and to the original and all copies of the Software or any changes or modifications made to the Software, including derivative works and all related technical know-how and rights therein, will be and remain that of the Company. The Client has no proprietary or intellectual property right, title or interest in or to any of the Software except as granted herein and the Client will not at any time, contest or aid others in contesting, or doing anything which otherwise impairs the validity of, any proprietary and intellectual property right, title or interest of the Company in and to the Software.

Section 4 Term and Termination

- (i) These Terms shall become effective upon execution of the Purchase Agreement by both parties and shall continue in effect for perpetuity unless terminated in accordance with the provisions contained herein.
- (ii) The Company may immediately terminate these Terms by notice in writing to the Client if the Client is in material breach of these Terms and fails to cure such breach within thirty (30) days after receipt of written notice of the breach from the Company.
- (iii) The parties may terminate these Terms by mutual agreement in writing.

Section 5 General

- (i) The Client acknowledges that the Company may amend these Terms from time to time by posting notice to the Client Service Portal without notice to accommodate changes in the provision of the Software or for other reasons.
- (ii) Sections 2 and 5(v) will survive any termination of these Terms.
- (iii) If any provision of these Terms is held by a court of competent jurisdiction to be invalid, void or unenforceable, it shall be enforced to the maximum extent permitted by law or equity or, if necessary, it will be severed from these Terms and the remaining provisions of these Terms will remain in full force and effect.
- (iv) The Company may assign or transfer these Terms without the prior consent of the Client. The Client may not assign, transfer or delegate these Terms, in whole or in part, without the prior written consent of the Company, such consent not to be unreasonably withheld.
- (v) Section 4 (Warranties for System), Section 5 (Limitation of Liability), Section 7 (Confidential Information), Section 8 (Intellectual Property Claims) and Section 9 (Dispute Resolutions) of the Purchase Agreement are hereby incorporated by reference, *mutatis mutandis*, into these Terms.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-042

Being a by-law to enter into a Grant Funding Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development – New Horizons Program – Project No. 1427912 – Age Friendly Sip and Learn

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 considered Memo No. 03-2017-RS at the March 21, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Grant Funding Agreement with the Minister of Employment and Social Development in the amount of \$10,200 with a municipal contribution of \$1,000 (cash) and \$1,400 (in-kind) for consideration at the March 21, 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 a Grant Funding Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development for the "Sip and Learn" project under the New Horizons Program in the amount of \$10,200 with a municipal contribution of \$1,000 (cash) and \$1,400 (in-kind), a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council.
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.

Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2017-042

Being a Grant Funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Minister of Employment and Social Development

for the Age Friendly “Sip and Learn” program



ARTICLES OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY

THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT

AND

The Corporation of the City of Temiskaming

(HEREINAFTER REFERRED TO AS "THE RECIPIENT")

HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support; and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement
- (b) Schedule A - Project Description and Signatures

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement.

"Eligible Expenditures" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Grant" means the grant funds provided by Canada under this Agreement;

"Project" means the project described in *Schedule A - Project Description and Signatures*;

"Project Period" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"Working Day" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 PURPOSE OF THE GRANT

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 PAYMENT OF THE GRANT

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under *Payment Method Schedule A - Project Description and Signatures*.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.

8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding,
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act (R.S.C., 1985, c. 44 (4th Supp.))*, as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act (R.S.C., 1985, c. A-17)*, requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.

14.0 TERMINATION OF AGREEMENT

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 REPAYMENT REQUIREMENTS

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment, and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement. Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



22.0 NOTICES

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 ASSIGNMENT OF THE AGREEMENT

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 SUCCESSORS AND ASSIGNS

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 COMPLIANCE WITH LAWS

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 AMENDMENT

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 UNINCORPORATED ASSOCIATION

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 COMMUNICATION WITH THE PUBLIC

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)	
Common System for Grants and Contributions (CSGC) File Number: 1427912	
Project Title:	Age Friendly Sip and Learn
Program Name:	New Horizons for Seniors Program
This Application is:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Grant Amount:	



FOR THE RECIPIENT (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

_____ Signatory Name (please print)	_____ Title (please print)
_____ Signature	_____ Date (yyyy-mm-dd)
_____ Signatory Name (please print)	_____ Title (please print)
_____ Signature	_____ Date (yyyy-mm-dd)
_____ Signatory Name (please print)	_____ Title (please print)
_____ Signature	_____ Date (yyyy-mm-dd)

The Corporation of the City of Temiskaming Shores

By-law No. 2017-043

Being a by-law to enter into an agreement with Metal-Air Mechanical Systems Ltd. for the replacement of the Electrical Panel at the Don Shepherdson Memorial Arena

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. RS-002-2017 at the March 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Metal-Air Mechanical Systems Ltd. for the supply and installation of a replacement Electrical Panel at the Don Shepherdson Memorial Arena for consideration at the March 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 hereby authorizes the Mayor and Clerk to enter into an agreement with Metal-Air Mechanical Systems Ltd. for the supply and installation of a replacement Electrical Panel at the Don Shepherdson Memorial Arena at an upset limit of \$29,850 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor- Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-043

Agreement between

City of Temiskaming Shores

and

Metal-Air Mechanical Limited

for the Replacement and installation of an Electrical Panel at
the Don Shepherdson Memorial Arena

This agreement made in duplicate this 21st day of March, 2017.

Between:

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

And:

Metal-Air Mechanical Systems Ltd.
(herein after called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply and Installation Ammonia Plant Condenser
Request for Quotation No. RS-RFP-001-2017**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01, forming part of this agreement;
- c) Complete, as certified by the City, all the work by **June 1, 2017**.

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **Twenty-Nine Thousand, Eight Hundred and Fifty dollars and Zero Cents (\$29,850.00)** 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:

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:

Metal-Air Mechanical Systems Ltd.
2828 Belisle Dr.
Val Caron, Ontario
P3N 1N6

The Owner:

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

The Director:

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

Remainder of this page left blank intentionally



Appendix 01 to
Schedule "A" to

By-law No. 2017-043

Form of Agreement



Bidder's submission to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/ I, Metal-Air Mechanical Systems Ltd.
(Registered Company Name/Individuals Name)

Of, 2828 Belisle Dr. Val Caron, ON P3N 1N6
(Registered Address and Postal Code)

Business:

Phone Number (705) - 897-2526

Fax Number (705) - 897-6018

Email: info@metalair.ca

We/I hereby offer to enter into an agreement to supply and install, as required in accordance to the proposal for a price of:

	Price
Lump Sum Price (less HST)	\$ <u>29,850.00</u>
HST	\$ <u>3,880.50</u>
Grand Total (including HST)	\$ <u>33,730.50</u>

City of Temiskaming Shores



ADDENDUM No. 1

**NL ARENA ICE PLANT ELECTRICAL PANEL REPLACEMENT
PROJECT NO. RS-RFP-001-2017
LANDSCAPE DEVELOPMENT**

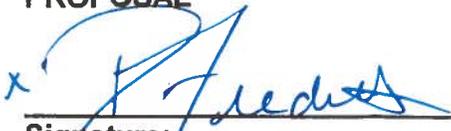
TEMISKAMING SHORES, ONTARIO

The following, issued by the City of Temiskaming Shores shall form part of the Request for Proposal documents for the above, and the revisions and additions noted herein and any attachments shall read in conjunction with all other documents. This Addendum shall, however, take precedence over all previously issued Request for Proposal documents where differences occur.

Included in this addendum are: 1 page - Addendum #1

A complete copy of this Addendum will be forwarded to all Proponents via email or fax.

RECEIPT OF ADDENDA MUST BE ACKNOWLEDGED ON THE FORM OF PROPOSAL

x 

Signature:

Metal-Air Mechanical Systems Ltd.

Name of Company:

February 21, 2017

Date:



MECHANICAL SYSTEMS LTD.

February 21, 2017

City of Temiskaming Shores
325 Farr Drive
Haileybury, Ontario
POJ 1K0

Re: Request for Proposal RS-001-2017
NL Arena Ice Plant Electrical Panel Replacement

QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS:

Past ability to complete projects within timelines and budgets:

The vast majority of projects Metal-Air has been involved with have been completed on time and within budget. Metal-Air has completed two large projects in the recent years for your Dehumidifier and a Chiller replacement amounting to \$28,000 and \$82,000 respectively.

Stability and reputation of firm:

Metal-Air has been in business for nearly 32 years and has grown steadily and expanded into all aspects of the mechanical trades and now boast a workforce of over 90 employees. As a locally owned and operated business for this entire time; we are proud of our Northern heritage and we continuously promote it by giving back to our local community with our corporate sponsored yearly Charity of Choice as well as many other worthy organizations. Our ammonia refrigeration technicians have been providing quality installation and service to more than 90% of arenas in North Eastern Ontario for over 20 years.

Qualifications of key staff and senior staff:

We have 22 licensed refrigeration mechanics and apprentices along with 11 licensed electricians and apprentices. This includes two master electricians as well as two senior experienced ammonia specialists. We have included a copies of a few of our staff's qualification certificates for your review. Safety is of prime importance and we believe goes hand-in-hand with our qualifications; we have included a summary of our safety training modules for your review. Please see attached.

ONE COMPANY, ONE TEAM, ONE VISION

Together we are dedicated to continuous improvement to ensure that we exceed the expectations of our customers, our team members and our community.



MECHANICAL SYSTEMS LTD.

PRIME CONSULTANTS AND SUPPORT TEAM EXPERIENCE:

Past experience in directing/involvement with similar projects:

There have been many projects over the years where we have supplied and installed similar control panels for ice plants. A few of those are listed below:

- Temagami Arena
- Englehart Arena
- Cochrane Arena
- Cambrian Arena – Greater City of Sudbury
- Chelmsford Arena – Greater City of Sudbury
- Memorial Gardens – North Bay
- North Bay Granite Club – North Bay
- Horne Granite Club – New Liskeard

Specialized expertise:

Metal-Air has been instrumental in designing slab sensor technology at all facilities in North Eastern Ontario. Over the years we have helped our clients to improve arena control systems to make them more efficient and increase reliability.

Understanding of services to be provided:

As Metal-Air provided a guideline to your facilities superintendent to aid him in setting up this RFP; we have an intimate understanding of your requirements for this project. We were able to share with you our knowledge from our past experiences to assist in the design for this RFP. We stand by our support for our clients in every way possible.

COMPLETENESS AND SCHEDULE

Availability of key staff:

Metal-Air provides 24/7 services. Our technicians all carry cell phones with email and texting capabilities and will respond within one hour of receiving the call. We also have an answering service with all technicians and key staff contacts should you need to reach anyone directly.

Demonstrated Experience in Similar Projects:

As list above in our past experience

ONE COMPANY, ONE TEAM, ONE VISION

Together we are dedicated to continuous improvement to ensure that we exceed the expectations of our customers, our team members and our community.



MECHANICAL SYSTEMS LTD.

Methodology and Schedule for delivery of Services:

Immediately after notification of acceptance of this RFP, Metal-Air will generate a job number. All necessary equipment will be ordered and delivery schedule requested from supplier. Any sub trades involved will be notified and completion dates stipulated. Demolition will begin the week following ice plant shut down. You facility's superintendent will be kept up to date on job progress. For your reference, we have included a Gantt chart of our proposed project schedule; please see attached.

Quality Assurance:

Our warranty is for one year parts and labour on all new components.

ONE COMPANY, ONE TEAM, ONE VISION

Together we are dedicated to continuous improvement to ensure that we exceed the expectations of our customers, our team members and our community.

New Liskeard Refrigeration new control panel

ID	Task Mode	Task Name	Duration	Start	Finish
1	★	Bid closing	1 day	Tue 21/02/17	Tue 21/02/17
2	★	Bid Evaluation	2 days	Wed 22/02/17	Thu 23/02/17
3	★	Bid awarded	1 day	Fri 24/02/17	Fri 24/02/17
4	★	Shop drawing revi-2 wks	2 wks	Mon 27/02/17	Fri 10/03/17
5	★	equipment order	7 wks	Mon 13/03/17	Fri 28/04/17
6	★	Work duration	3 wks	Mon 01/05/17	Fri 19/05/17
7	★	Demo and removal	1 day	Tue 02/05/17	Tue 02/05/17
8	★	New panel install	1 day	Wed 03/05/17	Wed 03/05/17
9	★	Compressor gauge	3 days	Wed 03/05/17	Fri 05/05/17
10	★	Electrical wiring	1 wk	Mon 08/05/17	Fri 12/05/17
11	★	TSSA Inspection	1 day	Tue 16/05/17	Tue 16/05/17
12	★	Start up & Adjustn	1 day	Wed 17/05/17	Wed 17/05/17
13	★	Final Inspection	1 day	Thu 18/05/17	Thu 18/05/17
14	★	Clean-up	1 day	Fri 19/05/17	Fri 19/05/17

Project: New Liskeard arena
Date: Tue 21/02/17

Task Summary

Task Split

Milestone Summary

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

The Corporation of the City of Temiskaming Shores

By-law No. 2017-044

Being a by-law to enact a Zoning By-law Amendment to rezone property from Hazard (HAZ) to Hazard Exception 1 (HAZ-E1) in the Town of Haileybury Zoning By-law No. 85-27 1479 Lakeshore Road South (Plan M-92NB, Part of lots 1, 2, and 3; Parcels 8263SST, 8953SST, and 13883SST) Roll Nos. 54-18-030-011-054.00 and 54-18-030-011-055.00

Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

And whereas By-law No. 85-27 regulates the use of land and the use and erection of buildings and structures within the Town of Haileybury, now the City of Temiskaming Shores;

And whereas Council considered Administrative Report No. CGP-006-2017 at the Regular Council meeting held on March 21, 2017 and directed staff to prepare the necessary by-law to amend the Town of Haileybury Zoning By-law No. 85-27 to change the zoning on the property from Hazard (HAZ) to Hazard Exception 1 (HAZ-E1);

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

1. **Schedule Changes**

- a) Schedule "B" of By-law No. 85-27, as amended, is hereby further amended by rezoning Plan M92NB, Part of lots 1, 2, and 3; Parcels 8263SST, 8953SST, and 13883SST, known locally as 1479 Lakeshore Road, as shown on Schedule "A" to this By-law, from the Hazard (HAZ) Zone to the Hazard Exception 1 (HAZ-E1) Zone.

2. **Text Changes**

- a) Sections 2.8.1.4 and 2.38 are amended to permit, in the HAZ-E1 Zone, a 7.3m x 7.6m (24' x 25') detached accessory garage.
3. That all other provisions of By-law No. 85-27 shall continue to apply.
4. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" to
By-law 2017-044
City of Temiskaming Shores



Rezoned from Hazard (HAZ) to Hazard Exception 1 (HAZ-E1)

The Corporation of the City of Temiskaming Shores

By-law No. 2017-045

Being a by-law to enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Ministry of Industry – FedNor for the connection of the New Liskeard water system to the Dymond Distribution water system – FedNor Project No. 851-808673

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

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

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

And whereas Council considered Memo No. 010-2016-CS at the March 21, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Funding Agreement with Industry Canada (FedNor) for the water linking project in the amount of \$1,000,000 for consideration at the March 21, 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 a funding agreement with Her Majesty the Queen in Right of Canada as represented by Industry Canada (FedNor) for the water linking project (New Liskeard/Dymond water systems) in the amount of \$1,000,000, a copy attached hereto as Schedule "A" and forming part of this by-law;
2. That the Mayor and/or Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council.
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.

Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-045

Funding Agreement between

The Corporation of the City of Temiskaming Shores

and

Her Majesty the Queen in Right of Canada

as represented by Industry Canada (FedNor) for funding assistance for the water linking project - Project No. 851-808673



Industry Canada

FedNor

19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Industrie Canada

FedNor

19, rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

Project Number: 851-808673

THIS AGREEMENT made as of: MAR 13 2017

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Industry
(the "Minister")

– AND –

The Corporation of the City of Temiskaming Shores

(the "Recipient")

WHEREAS in response to an application from the Recipient received July 31, 2015, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 The Project

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before December 16, 2016 (the "Commencement Date") and is completed on or before March 31, 2017 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

3.0 The Contribution

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 44.7% of the incurred Eligible & Supported Costs of \$2,240,000 of the Project outlined in Annex 1, and
- b) \$1,000,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to July 31, 2015 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

4.0 **Total Canadian Government Funding**

- a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

NOHFC	\$1,000,000
-------	-------------

- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 **Intellectual Property**

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
 - i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex I.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.

7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.

7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:

- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
- b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
- c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.

7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.

7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 Representations

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or

- iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

- 10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

11.0 Indemnification and Limitation of Liability

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

13.0 **General**

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.

- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

13.13 The Recipient represents and warrants that:

- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;
- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
- c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 **Notice**

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor
107 Shirreff Avenue, Suite 202
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps
 Community Competitiveness - Implementation (Capital)
 Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

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

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-808673

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as
represented by the Minister of Industry

Per: 
Name: Aime J. Dimatteo
Title: Director General, FedNor
Date: MAR 13 2017

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind The Corporation of the City of
Temiskaming Shores

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the City of Temiskaming Shores

Project Number: 851-808673

I. PROJECT SCOPE**i) Description:**

The Corporation of the City of Temiskaming Shores is requesting \$1,000,000 in Northern Ontario Development Program (NODP) funding, which represents 44.7 percent of eligible costs of the project, to increase the capacity of existing infrastructure to support business and job creation. This would be achieved by increasing the water capacity to the City's prime business industrial/commercial/retail location at the corner of Hwy 11N and Hwy 65E, an area which includes the commercial strip along Highway 11.

ii) Project Location:

Haileybury

iii) Dates:

a) Commencement Date - December 16, 2016

b) Completion Date - March 31, 2017

iv) Key Workplan Activities, Timelines and Milestones:

Specific project activities include:

The project activities would include installing water mains that connect two water systems, the one from the Town of New Liskeard with the one from the Township of Dymond. The wells that previously fed the Dymond system would then be decommissioned. In addition, approximately 550m of sanitary sewer would be installed from Gray Road to McDonalds as a common trench for both water and sewer is shared, thus, requiring that both be upgraded.

v) Performance Measures and Tracking Plan:

The project outcomes include:

- Creation of three new businesses (1 hotel and 2 service stations) and expansion of one business (Canadian Tire);
- Creation of a minimum of 37 full-time jobs and 12 part-time jobs;
- Creation/maintenance of 50 + jobs during the construction periods;
- Lead to the future development of a privately owned 23 acres of vacant land facing Hwy 11(one parcel zoned industrial and a second one industrial/commercial); and
- New investment in commercial and industrial opportunities that would create a larger municipal tax base leading to increased tax revenue.

The following longer term indicators will be tracked:

- Number of businesses created/expanded; and
- Number of jobs created.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$1,000,000
- Supported	\$2,240,000	Other Federal	\$0
- Not Supported	\$0	Provincial	\$1,000,000
Ineligible Costs	\$0	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$240,000
		Other	\$0
Total	<u>\$2,240,000</u>		<u>\$2,240,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Construction Costs	\$2,140,000		\$2,140,000
Project Management	\$100,000		\$100,000
TOTAL ELIGIBLE COSTS	<u>\$2,240,000</u>		<u>\$2,240,000</u>
<u>Ineligible Costs</u>			\$0
TOTAL INELIGIBLE COSTS			<u>\$0</u>
TOTAL PROJECT COSTS			<u>\$2,240,000</u>

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

The Recipient may carry out the Project in the official language of the Recipient's choice.

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports;
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

COSTING MEMORANDUM**Community Competitiveness - Implementation (Capital)****1.0 General Conditions**

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between July 31, 2015 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between July 31, 2015 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Annex 3

(Insert a copy of the Recipient representation documents per section 8.0)

The Corporation of the City of Temiskaming Shores

By-law No. 2017-046

Being a by-law to enter into a Winter Maintenance Agreement with the Province of Ontario (Ministry of Transportation Ontario) – Highway 11B (Coleman Twp.) and Mowat Landing Road

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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 22 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may provide a system that it would otherwise not have power to provide outside its boundaries in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

And whereas Council considered Memo No. 003-2017-PW at the March 21, 2017 Regular Council meeting of Council and directed staff to prepare the necessary by-law to enter into a Winter Maintenance Agreement with the Ministry of Transportation Ontario for consideration at the March 21, 2017 Regular Council meeting;

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

1. That the Mayor and Clerk be hereby authorized to enter into an agreement with the Province of Ontario (Ministry of Transportation Ontario) for Winter Maintenance Services, copy of which attached hereto as Schedule "A" and forming a 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, semantical 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 first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

This Agreement for winter maintenance services made this 21st day of March, 2017.

Between:

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation,**
(Hereinafter called the "Ministry"),

And:

The Corporation of the Municipality of Temiskaming Shores
(Hereinafter called the "Municipality").

Whereas the highway commonly known as Highway 11B (collectively referred to as, "Road") located within the Twp. of Coleman and described in Schedule "A" attached hereto and forming part of this Agreement is presently a highway under the jurisdiction and control of the Ministry;

And whereas the Municipality has offered to carry out winter maintenance services on the Road;

And whereas the Ministry has agreed to accept the Municipality's offer upon the mutually agreed upon terms and conditions as set out herein.

Now therefore this agreement witnesses that in consideration of the covenants and premises in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the Ministry and the Municipality agree as follows:

1. In this agreement,
 - (a) "Area Engineer" means the Ministry's Area Contracts Engineer for the New Liskeard Area.
2. The Municipality agrees to provide winter maintenance services on the Road in accordance with this Agreement from the execution of this Agreement until this Agreement is terminated or the earlier termination of this Agreement by either party upon 60 days prior notice or on such other date as the Parties may agree in writing.
3. The Municipality shall carry out the winter maintenance services described in Schedule "A" attached hereto and forming part of this Agreement at the level of service specified therein, both of which may from time to time be amended by the parties or which may be amended upon the direction by the Area Engineer.
4. The Municipality shall supply all necessary labour, materials and equipment required to carry out such winter maintenance services in accordance with the Ministry's winter maintenance standards.

5. In lieu of monetary compensation, the Ministry agrees to undertake the winter maintenance on a section of the Municipality's Road known as Mowat's Landing Road (Highway 558) for approximately 3.1 km from Highway 11 to Pipeline Road (start of Highway 558) in accordance with Appendix 01.
6. The Municipality shall keep separate and detailed records of the material usage (i.e. salt and sand) for winter maintenance services pursuant to this Agreement and make these records available for examination by the Ministry upon request for a 24-month period from the termination date of this Agreement.
7. The Municipality will report the work completed for winter maintenance services to the Area Engineer in a manner consistent with the Ministry's maintenance management system that the Ministry shall explain to the Municipality prior to and at the time of the execution of this Agreement.
8. For greater clarity, the Municipality understands and agrees that the maintenance management system includes performance measures and outcome targets in respect of winter maintenance services that are specifically set out in the Ministry's Performance Requirement 2002 – Winter Maintenance ("Winter Maintenance Standards"). The Municipality acknowledges that it has been given a copy of the Winter Maintenance Standards and that these standards shall be incorporated into this Agreement by this reference.
9. The Municipality shall carry out the winter maintenance services for the term of this agreement commencing September 22, 2017, and terminate on April 22, 2018.
10. The winter maintenance season designated by the Area Engineer shall commence for the term of this agreement on September 22 and terminate on April 22.
11. The Ministry may audit the Municipality for its performance of Winter Maintenance Standards.
12. The Municipality shall indemnify and save harmless the Minister from any losses, costs, damages, suits, or expenses arising out of or connected with the performance of the winter maintenance services contemplated by this Agreement and attributable to the negligence of the Municipality or any person for whom the Municipality is responsible at law.
13. The Municipality shall maintain, in full force and effect, adequate liability insurance at all times throughout the term of this Agreement and such insurance shall include the following:
 - (a) commercial general liability insurance with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence against the risk of injury, loss or damage to the person(s) or property of others;
 - (b) road liability insurance; and,

- (c) automobile liability insurance for both owned and non-owned vehicles with limits of not less than \$5,000,000.00 (five million dollars) inclusive per occurrence for bodily injury, death and damage to property.
14. All insurance policies shall include:
- (a) Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation as an additional insured, but only in respect of services performed under this Agreement on behalf of the Ministry;
 - (b) the policy of general liability insurance shall contain a cross liability clause endorsement; and,
 - (c) the Municipality shall provide the Area Engineer with proof of insurance upon request.
15. The Municipality shall incorporate in its contract(s), if any, for the hired equipment or any other contract(s) to perform the winter maintenance services, which shall operate or work on the Roads, under the supervision of the Municipality during the term of this Agreement, the requirement that the contractor indemnify the Ministry and the Municipality to at least the same extent or better as provided by the Municipality to the Ministry pursuant to this Agreement. As well, the Municipality shall be responsible for calling out such contractor(s) and for making payment directly thereto and resolving any and all liens in respect of such services.
16. Any notice or other written communication intended for the Ministry shall be effectively given if sent by ordinary mail or other appropriate means of delivery to the Area Engineer at 437 McKeown Avenue, North Bay, Ont. P1B 9E4
17. Any notice or other written communication intended for the Municipality shall be effectively given and sent by ordinary mail or other appropriate means of delivery to the Municipality of Temiskaming Shores, at 325 Farr Drive Haileybury, Ontario, P0J 1K0
18. The Municipality covenants that it has the statutory authority to enter into this agreement and warrants that it has done all acts necessary to authorize it to do so.
19. The Ministry or the Municipality shall have the right to terminate this Agreement by giving written notice to the other party.

In witness whereof the Minister of Transportation by delegation has hereunto set his hand and seal and the Municipality has caused its corporate seal to be affixed hereto attested by the hands of its Mayor and Clerk.

Signed and Sealed at Temiskaming Shores, this 21st day of March, 2017.

**The Corporation of the Municipality of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Signed and Sealed at North Bay, this _____ day of _____, 2017.

**Her Majesty the Queen in right of Ontario as
represented by the Minister of Transportation**

Area Engineer

Appendix 01 – Winter and Summer Maintenance Services

For greater clarity in this Schedule and the Agreement, Highway 11B and Mowat's Landing Road are described as follows:

Road Name	Road Limits	Maintenance Class
Highway 11B	From ONR overpass bridge to Temiskaming Shores south limit	3
Mowat's Landing Road	From Highway 11 westerly to Pipeline road (beginning of Highway 558)	5

Winter Maintenance Services

The Municipality hereby agrees to provide such winter maintenance services for the Roads described herein such that it meets or exceeds the following levels of service:

Highway 11B shall be serviced at a Class 3 service level minimum, such level of service to achieve bare pavement within 24 hours after the end of the winter storm event and be maintained until conditions permit baring the pavement to full width during the term of this Agreement.

Mowat's Landing Road shall be serviced at a Class 5 service level minimum, such level of service to achieve snow pack conditions within 24 hours after the end of the winter storm event during the term of this Agreement.

For greater clarity,

1. Snow clearing shall include:
 - (a) plowing;
 - (b) winging back;
 - (c) snow removal;
2. Sanding shall include:
 - (a) spreading of sand on road surfaces;
 - (b) stockpiling;
 - (c) loading.
3. Salting shall include:
 - (a) spreading of salt on pavements;
 - (b) stockpiling; and
 - (c) loading.

In addition to the above, the Municipality shall perform such other winter maintenance services as may be agreed upon by the Parties from time to time.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-047

Being a by-law to authorize the entering into a lease agreement with Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre (Rooms 223, 225 and 227)

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

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

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

Whereas Council considered Administrative Report CS-020-2017 at the March 21, 2017 Regular meeting of Council and directed staff to prepare the necessary by-law to enter into a three (3) year lease agreement with Dr. Phillip J. Smith for the rental of 350 ft² of office space at the Haileybury Medical Center and to apply an rental rate increase according to the Consumer Price Index (CPI) for consideration at the March 21, 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 Dr. Phillip J. Smith for the rental of space at the Haileybury Medical Centre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-047

Agreement between

The Corporation of the City of Temiskaming Shores

and

Dr. Phillip J. Smith

for the rental of space at the
Haileybury Medical Center

Lease Agreement

between:

The Corporation of the City of Temiskaming Shores

and:

Dr. Phillip J. Smith

Lease

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

This Lease made this 21st day of March, 2017.

Between:

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

And:

Dr. Phillip J. Smith
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the **upper level** in the Landlord's Building containing a rentable area of Three Hundred and Fifty square feet (350 ft²) located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

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

3. Term

To hold the premises for a term commencing on the 1st day of April, 2017 and ending on the 31st day of March, 2020.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Three Hundred and Ninety-One Dollars and Thirteen cents (\$391.13)** per month plus HST, which represents a lease rate of **\$13.41/ft²/year**. Rent will be increased annually for the duration of the term using a Consumer Price Index percentage.

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

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

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

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

6. Landlord's Covenants

The Landlord covenants with the Tenant;

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

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

7. Provisos

Provided always and it is hereby agreed as follows:

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

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

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

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

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

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

i) Right of termination by the Tenant

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

j) Right of termination by the Landlord

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

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

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

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

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

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

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

8. Headings

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

9. Effect of Lease

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

Remainder of page left blank intentionally

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

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Temiskaming Shores

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

Dr. Phillip J. Smith

Date

Dr. Phillip J. Smith

Date

Witness
Name: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2017-048

Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

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

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

And whereas Council considered Administrative Report CS-020-2017 at the March 21, 2017 Regular Council meeting and authorized an increase of 1.8% for 2017 and further directed staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team (HFHT) for office space for consideration at the March 21, 2017 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 235)** at the Haileybury Medical Centre for use by a **Social Worker and Dietician**, a copy of which is attached hereto as **Schedule "A"** and forming part of this by-law;
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Rooms 232/234)** at the Haileybury Medical Centre for use by a **Nurse Practitioner**, a copy of which is attached hereto as **Schedule "B"** and forming part of this by-law;
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 221)** at the Haileybury Medical Centre for use by a **Registered Nurse**, a copy of which is attached hereto as **Schedule "C"** and forming part of this by-law;
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 250)** at the Haileybury Medical Centre for use by a **Social Worker**, a copy of which is attached hereto as **Schedule "D"** and forming part of this by-law;

5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 236)** at the Haileybury Medical Centre for use by an **Executive Leader**, a copy of which is attached hereto as **Schedule “E”** and forming part of this by-law;
6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law;
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law;
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 239)** at the Haileybury Medical Centre for general use by the Haileybury Family Health Team, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law;
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" to By-law No. 2017-048

Dated this 21st day of March, 2017

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Social Worker and Dietician

(ROOM 235)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 21st day of March, 2017.

Between:

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

And:

The Haileybury Family Health Team
for the Administrative Assistant
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

2. Term

To hold the premises for a term commencing on the **1st day of April, 2017** and ending on the **31st day of March, 2018**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.77/ft² per month (**\$418.31** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule “B” to By-law No. 2017-048

Dated this 21st day of March, 2017

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Nurse Practitioner
(ROOM 232/234)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 21st day of March, 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called the "Landlord")

And:

The Haileybury Family Health Team

For the Nurse Practitioner

(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **400 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

TOGETHER with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2017** and ending on the **31st day of March, 2018**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.77/ft² per month (**\$709.00** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule “C” to By-law No. 2017-048

Dated this 21st day of March, 2017

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the

Registered Nurse
(ROOM 221)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
POJ 1K0

This Lease made this 21st day of March, 2017.

Between:

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

And:

The Haileybury Family Health Team
For the Registered Nurse
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

together with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

2. Term

To hold the premises for a term commencing on the **1st day of April, 2017** and ending on the **31st day of March, 2018**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.77/ft² per month (**\$418.31** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Tenant

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "D" to By-law No. 2017-048

Dated this 21st day of March, 2017

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Social Worker
(ROOM 250)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 21st day of March, 2017.

Between:

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

And:

The Haileybury Family Health Team
For the Social Worker
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

2. Term

To hold the premises for a term commencing on the **1st day of April 1 2017** and ending on the **31st day of March, 2018**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.77/ft² per month (**\$418.31** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "E" to By-law No. 2017-048

Dated this 21st day of March, 2017

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Executive Leader
(ROOM 236)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 21st day of March, 2017.

Between:

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

And:

The Haileybury Family Health Team
For the Executive Leader
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

2. Term

To hold the premises for a term commencing on the **1st day of April, 2017** and ending on the **31st day of March, 2018**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.77/ft² per month (**\$418.31** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "F" to By-law No. 2017-048

Dated this 21st day of March, 2017

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Clerical Worker
(ROOM 240)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 21st day of March, 2017.

Between:

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

And:

The Haileybury Family Health Team
For the Nurse Practitioner
(hereinafter called the "Tenant")

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

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

2. Term

To hold the premises for a term commencing on the **1st day of April, 2017** and ending on the **31st day of March, 2018**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.77/ft² per month (**\$418.31** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "G" to By-law No. 2017-048

Dated this 21st day of March, 2017

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

for the
Clerical Worker
(ROOM 240)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 21st day of March, 2017.

Between:

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

And:

The Haileybury Family Health Team
For the Clerical Worker
(hereinafter called the "Tenant")

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

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

1. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

2. Term

To hold the premises for a term commencing on the **1st day of April, 2017** and ending on the **31st day of March, 2018**.

3. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.77/ft² per month (**\$418.31** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Schedule "H" to By-law No. 2017-048

Dated this 21st day of March, 2017

Lease Agreement

- between -

The Corporation of the City of Temiskaming Shores

- and -

The Haileybury Family Health Team

General Use for the
Haileybury Family Health Team
(ROOM 239)

LEASE

Administered by:
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 21st day of March, 2017.

Between:

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

And:

The Haileybury Family Health Team
For the Clerical Worker
(hereinafter called the "Tenant")

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

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

4. Leased Premises

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **91 ft²** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

Ingress and Egress

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

5. Term

To hold the premises for a term commencing on the **1st day of April, 2017** and ending on the **31st day of March, 2018**.

6. Rent

And paying therefore, to the Landlord, subject to the provisions of this Lease, the sum of \$1.77/ft² per month (**\$161.25** per month **plus** HST). Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

And the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

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

Signed, sealed, and delivered, in the presence of;

City of Temiskaming Shores – Landlord

Party of the First Part

Date

Mayor – Carman Kidd

Date

Clerk – David B. Treen

The Haileybury Family Health Team – Tenant

Party of the Second Part

Date

Deborah Kersley

Date

Witness
Name: _____

Appendix 01 General Covenants

1. Tenant's Covenants

The Tenant covenants with the Landlord:

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

- g) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.

- m) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

2. Landlord's covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting is done daily five days of the week;
- g) **Heat** - to heat the premises;

- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice in accordance with the provisions stated in the Tenant Protection Act; and
- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

3. Provisos

Provided always and it is hereby agreed as follows:

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

- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of

the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) **Right of termination** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- k) **Overholding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- l) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the

order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

4. Headings

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

5. Effect of Lease

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

The Corporation of the City of Temiskaming Shores

By-law No. 2017-049

Being a by-law to enter into an agreement with Demora Construction Services Inc. for the Rental of a Track Mounted Excavator within the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-006-2017 at the March 21st, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Demora Construction Services Inc. for the Rental of a Track Mounted Excavator for consideration at the March 21st, 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 Demora Construction Services Inc. for the Rental of Track Mounted Excavator at a rate of \$95.00 per hour plus applicable taxes, and equipment required to move the excavator a total cost of \$2,125.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2017-049

Agreement between

The Corporation of the City of Temiskaming Shores

and

Demora Construction Services Inc.

for the Rental of a Track Mounted Excavator c/w Float Service

This agreement made in duplicate this 21st day of March, 2017.

Between:

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

and

Demora Construction Services Inc.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Equipment Rental – Track Mounted Excavator
Tender No. PWO-RFT-004-2017**

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

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Ninety- Five Dollars and Zero Cents (\$95.00) per hour plus applicable taxes for the Track Mounted Excavator and Two Thousand One Hundred and Twenty Five Dollars and Zero Cents (\$2,125.00) per week plus applicable taxes for Float Services 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 post or telegram addressed as follows:

The Contractor:

Demora Construction Services Inc.
999464 Hwy 11North
New Liskeard, Ontario
P0J 1P0

The Owner:

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

The Director:

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

Remainder of page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)

Demora Construction Services Ltd.

President – Andy Desmarais

Witness
Print Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2017-049

Form of Agreement



**City of Temiskaming Shores
PWO-RFT-004-2017
Excavator Rental**

Form of Tender

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

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

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

Section 1

AREA 1 – DYMOND TWP. APPROXIMATELY 50 HOURS					
Item	Description	Make and Model and Manufactured Date	Minimum Operating Weight	Unit	Rate, \$
1	Equipment move, based on 5 moves over 50 hour period.	International 940 2005		Lump Sum TOTAL for 5 moves	\$750.00
2	Excavation time, per hour based on 1 hour	Doosan DX180LL 2010	17,659.7kg	Per Hour	\$95.00



AREA 2 – NEW LISKEARD APPROXIMATELY 50 HOURS

Item	Description	Make and Model and Manufactured Date	Minimum Operating Weight	Unit	Rate, \$
1	Equipment move, based on 5 moves over 50 hour period.	2005 International 940		Lump Sum TOTAL for 5 moves	\$750.00
2	Excavation time, per hour based on one hour	Doosan DX180LC 2010	17,659.7kg	Per Hour	\$95.00

AREA 3 – HAILEYBURY/ NORTH COBALT APPROXIMATELY 50 HOURS

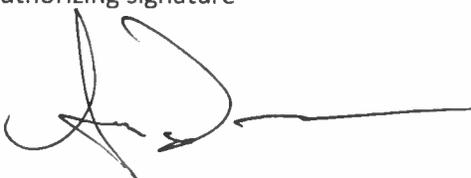
Item	Description	Make and Model and Manufactured Date	Minimum Operating Weight	Unit	Rate, \$
1	Equipment move, based on 5 moves over the 50 hour period.	2005 Int International 940		Lump Sum TOTAL for 5 moves	\$625.00
2	Excavation time, per hour based on 1 hour	Doosan DX180LC 2010	17,659.7kg	Per Hour	\$95.00



The City permits one Bidder to Bid simultaneously for more than 1 location. Should the Bidder be successful on more than 1 location, the City reserves the right to decide which location(s) to award to the Bidder based on the greatest benefit to the taxpayer.

Pricing shall exclude applicable taxes but will be considered extra.

All hourly rates offered in this Tender are firm, irrevocable and open for acceptance by the City for a period of thirty (30) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Tender.

Company Name Demora Construction Services Inc.	Contact name (please print) Andy Desmarais
Mailing Address 999 464 Hwy 11 New Liskeard ont P0S 1P0	Title President
Postal Code P0S 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone (705) 647-3800	Fax (705) 647-3834
Cell Phone if possible 705 648 5328	Email andy.desmarais@demora.ca



**City of Temiskaming Shores
PWO-RFT-004-2017
Excavator Rental**

Non Collusion Affidavit

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

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

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

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

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

Dated at ~~EE~~ New Liskeard this 28 day of February, 2017

Signed

Company Name

Demora Construction Services Inc.

Title

President.



**City of Temiskaming Shores
PWO-RFT-004-2017
Excavator Rental**

Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

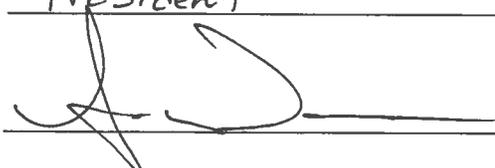
In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at New Liskeard this 28 day of February, 2017.

Firm Name Demora Construction Services Inc.

Bidder's Authorization Official Andy Desmarais

Title President

Signature 

Page 5 of 8 to be submitted



**City of Temiskaming Shores
PWO-RFT-004-2017
Excavator Rental**

Schedule "A" – List of Proposed Sub-Contractors (if applicable)

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

Name	Address	WSIB Certificate Number (copy attached)
/		
/		
/		
/		

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

Signed by Company Official

Andy Desmarais

Printed

[Signature]

Signed

Page 6 of 8 to be submitted



**City of Temiskaming Shores
PWO-RFT-004-2017
Excavator Rental**

Schedule "B" List of Proposed Qualified Operators

A list of no less than two (2) operators that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Operator	License Classification in good standing	Experience Describe graduate training/ years as Operator	Employee Status Full Time/Part time
Peter Borgford	AZ		Full Time
Danny Paquette	G	25 years	Seasonal
malcolm Dudgeon	G	30 years	Full Time

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

Signed by Company Official

Andy Desmarais

Printed

Signed

This is Page 7 of 8 to be submitted



**City of Temiskaming Shores
PWO-RFT-004-2017
Excavator Rental**

Schedule "C"- Accessibility For Ontarians With Disabilities Act, 2005 Compliance Agreement

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

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

Name: Andy Desmarais Company Name: Denora Construction Services Inc.
Address: 999 464 Hwy 11 New Liskeard Phone #: (705) 647-3800

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

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

Date: Feb 28 2017

This is Page 8 of 8 to be submitted



**City of Temiskaming Shores
PWO-RFT-004-2017
Excavator Rental**

Schedule "E" - Performance Evaluation (for City Use only)

Vendor's Name		Telephone	
Address		Postal Code	
Vendor's Representative			
Contract Description; Excavator rental – snow ditching			
Awarded Contract Value		Actual Contract Value	
Cost Centre 1.0620.3410.4.04.4900	District/Region/Branch	City Contact Person; Doug Walsh	Division; Public Works
Scheduled Start; Date of Purchase Order	Actual Start;	Scheduled Completion; 50 hours	Actual Completion

Performance Rating

O-Outstanding G-Good F-Fair P-Poor	Rate	Comments
1. Quality of Work Performed		
2. Ability of Employees used for work		
3. Scheduling and Coordination		
4. Availability of Equipment and Employees		
5. Equipment/Procurement & Delivery		
6. Condition and Suitability of Equipment		
7. Cooperation of Municipality and Employees		



8. Cooperation with outside Agencies		
9. Conformity to Pertinent Acts and Regulations		
10. Safety (Overall)		
11. Quality of Supervision		
12. General Housekeeping		
13. Responses to Unplanned Changes		
14. Other (Specify)		
Causes for Delays (if any)		
Liquidated Damages (itemize)		

*

Future Recommendations: Provider recommended for future work	Yes	No (explain)
Comments:		
Department Director	Date	
Title	Project Coordinator	
Company Representative		

* To be completed at the end of the service period

The Corporation of the City of Temiskaming Shores

By-law No. 2017-050

**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 March 21, 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 **March 21, 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 21st day of March, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen