



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, March 6, 2018
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 – February 20, 2018.

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Réjeanne Bélisle-Massie, Chair – Village Noel Temiskaming 2017

Re: Overview – Village Noel 2017

Draft Motion

Be it resolved that Council acknowledges the presentation from Réjeanne Bélisle-Massie in regards to the 2017 Village Noel event.

b) Lorna Desmarais, Mark Conlin and Jody Currie – Tri-Town Ski and Snowboard Village

Re: Summerfest Fundraising Concert

Draft Motion

Be it resolved that Council acknowledges the presentation from representatives from the Tri-Town Ski and Snowboard Village.

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

Re: 2018 Municipal Election

Draft Motion

Be it resolved that Council acknowledges the presentation from Municipal Clerk, Dave Treen in regards to the 2018 Municipal Election.

10. Communications

a) Amber Crawford, Policy Advisor – Association of Municipalities Ontario

Re: AMO Policy Update – Public Reporting Fire Regulation Posted for Municipal Comments

Reference: Referred to the Fire Chief – Memo 005-2018-PPP under Agenda Item 15 (c)

b) Jean-Claude Carriere, Community Project Officer – ACFO Témiskaming

Re: Invitation – Building Ties Among Use – March 19, 2018 in St-Bruno-de-Guiges, Quebec

Reference: Received for Information

c) Kirsten Hill, Interim Gallery Manager – Temiskaming Art Gallery (TAG)

Re: Update on Media Coverage, Tourism and Coming Events at TAG

Reference: Received for Information

d) Laurie Miller, Director Provincial Planning Policy Branch – Ministry of Municipal Affairs and Mariela Orellana, Director Agency and Tribunal Relations Branch – Ministry of the Attorney General

Re: Proclamation of the *Building Better Communities and Conserving Watersheds Act, 2017* changes to the land use planning and appeal system

Reference: Received for Information

- e) Doug Jelly, Chair – District of Timiskaming Social Services Administration Board (DTSSAB)

Re: 2018 DTSSAB Budget and Municipal Cost Apportionments

Reference: Referred to the Treasurer

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. e) 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 OCWA Consultation meeting held on January 24, 2018;
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on January 17, 2018; and
- c) Minutes of the Temiskaming Transit Committee meeting held on January 24, 2018.

12. Committees of Council – Internal Departments

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Support – All Aboard Northern Ontario

Whereas *All Aboard Northern Ontario* is a grassroots advocacy group developing a conceptual plan to identify the requirements for recreating a viable and sustainable Toronto - North Bay – Cochrane rail passenger service, as well as needed improvements to other rail and inter-city bus services across Northeastern Ontario; and

Whereas the route of the discontinued *Northlander* is arguably one of the most densely populated corridors in Central and Northeastern Ontario; and

Whereas *All Aboard Northern Ontario* plans to present a practical and credible transportation solution for the revival of passenger train service throughout the corridor previously served by the discontinued *Northlander*; and

Whereas opposition parties at Queen’s Park have identified the revival of rail passenger service in Northeastern Ontario as a priority in their platforms.

Now therefore be it resolved that the City of Temiskaming Shores hereby petitions the Provincial Government to consider the findings of the *All Aboard Northern Ontario* and incorporate the revival of rail passenger service in Northern Ontario; and

Furthermore that a copy of this resolution be sent to the Honourable Kathleen Wynne, Premier; the Honourable Kathryn McGarry, Minister of Transportation; the Honourable Michael Gravelle, Minister of Northern Development and Mines; and Eric Boutilier, *All Aboard Northern Ontario*.

b) Memo No. 004-2018-PPP – Public Comment on Draft Regulations on Mandatory Certification and Training for Firefighters and Community Risk Assessments

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 004-2018-PPP; and

That Council concurs with the comments provided in Appendix 04 (letter) to Memo No. 004-2018-PPP and directs staff to submit the letter to the Ministry of Community Safety and Correctional Services and MPP John Vanthof as presented.

c) Memo No. 005-2018-PPP – Public Comment on Draft Regulations on Public Reports

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2018-PPP; and

That Council concurs with the comments provided in Appendix 02 (letter) to Memo No. 005-2018-PPP and directs staff to submit the letter to the Ministry of Community Safety and Correctional Services and MPP John Vanthof as presented.

d) Memo No. 007-2018-PW – Request for Proposal (PW-RFP-002-2018) – Roadway Rehabilitation Services

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 007-2018-PW;

That Council acknowledges that funding application to the Ontario Community Infrastructure Fund (OCIF) 2017 Top-up Intake in the amount of \$1,476,068 was unsuccessful; and

That Council directs the Public Works Committee and Corporate Services Committee jointly revisit the 2018 Roadway Resurfacing Program to determine the extent of work that can be completed based on remaining funds available.

e) Administrative Report No. PW-007-2018 – Annual Compliance and Summary Water Reports

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-007-2018, more specifically Appendices 01 and 02 being the 2017 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 2017 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;
- To place an ad in the community bulletin and the City's Facebook page 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-007-2018 to the Ministry of Environment and Climate Change, Safe Drinking Water Branch - North Bay for their records.

f) Administrative Report No. PW-008-2018 – Bi-annual Bridge Inspections – Roof Inspections

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-008-2018;

That as outlined in the City's Purchasing Policies and Procedures, Council approves the award of the contract to K. Smart Associates Ltd. to proceed with the bi-annual bridge inspection as well as selected roof inspections as detailed in Request for Proposal PW-RFP-004-2018 for a total upset limit of \$10,970 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law and agreement for the said contract for consideration at the March 6, 2018 Regular Council meeting.

g) Administrative Report No. PW-010-2018 – Equipment Purchase – Slip-in Water Tanks

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-009-2018; and

That Council directs staff to prepare the necessary by-law and agreement for the purchase of two (2) Slip-in water tanks, as detailed in Request for Quotation PW-RFQ-002-2018, from Road Maintenance Equipment Services Inc. (RMES) at a total cost of \$51,854 plus applicable taxes for consideration at the March 6, 2018, Regular Council meeting.

h) Administrative Report No. RS-002-2018 – Summerfest Fundraising Concert – Tri-Town Ski and Snowboard Village

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-002-2018; and

That Council approves the request from the Tri-Town Ski and Snowboard Village for the use of municipal land (parking area at the Waterfront Pool/Fitness Centre) for a fundraising concert to take place Saturday June 30, 2018 as well as assistance in the set-up & take down of the event, supply of saddle tent (pending condition), picnic tables, electrical, fencing, and promotional support.

i) Administrative Report No. CGP-006-2018 – Canada Day Fireworks Agreement for 2018-2020

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-006-2018; and

That Council directs staff to prepare the necessary bylaw to enter into a three (3) year agreement with the Northstar Fireworks Entertainment Inc. for the provision of fireworks displays at the annual Summerfest / Canada Day events from 2018 to 2020 in the amount of \$19,115.88 plus HST per year for consideration at the March 6, 2018 Regular Council meeting.

j) Treasurer's 2017 – Statement of Remuneration

Draft Motion

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

Now therefore be it resolved that Council acknowledges receipt of the 2017 Statement of Remuneration and Expenses as submitted by the Treasurer.

k) Memo No. 011-2018-CS – Ontario Infrastructure and Lands Corporation (OILC) Loan Application – New Capital Works

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 011-2018-CS;

That Council directs the Treasurer to proceed with the application(s) to Ontario Infrastructure and Lands Corporation (OILC) for capital works as approved in Resolution No. 2017-511; 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.

l) Administrative Report No. CS-006-2018 – Facility Video Surveillance Policy

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-006-2018;

That Council directs staff to prepare the necessary By-law to adopt a Video Surveillance Policy for the City of Temiskaming Shores for consideration at the March 20, 2018 Regular Council meeting.

m) Memo No. 013-2018-CS – Petition to Repeal the New Liskeard Business Improvement Area Board of Management

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 013-2018-CS;

That Council acknowledges receipt of a Petition signed by persons responsible for at least one-third of the taxes levied within the improvement area requesting that Council repeal New Liskeard By-law 2531 (Establishment of the New Liskeard Business Improvement Area); and

That Council directs staff to provide notice in accordance with Section 211 of the Municipal Act and schedule a public consultation with the ratepayers of

the improvement area for Wednesday, April 4, 2018 at 7 p.m. at Riverside Place.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2018-032 Being a by-law to authorize an Agreement with K. Smart Associates Ltd. for the performance of Bi-annual Bridge Inspection Services and Roof Inspections

By-law No. 2018-033 Being a by-law to authorize the Purchase of Land from Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure – Part 17 and Part 23 on Plan 54R-6007, Dymond Township

By-law No. 2018-035 Being a by-law to enter into a Purchase Agreement with Road Maintenance Equipment and Services Inc. for the supply and installation of two (2) Slip-in Water Tanks

By-law No. 2018-036 Being a by-law to authorize certain new capital works 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. 2018-037 Being a by-law to authorize an Agreement with Northstar Fireworks Entertainment Inc. for the supply and ignition of Fireworks for Canada Day (3 Years)

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2018-032;

By-law No. 2018-033;

By-law No. 2018-035;

By-law No. 2018-036; and

By-law No. 2018-037

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, March 20, 2018 at 6:00 p.m.

b) Regular – Tuesday, April 3, 2018 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

- a) **Under Section 239 (2) (e) of the Municipal Act, 2001 – litigation or potential litigation – Statement of Claim – Earlton-Timiskaming Regional Airport Authority (ETRAA)**

Draft Motion

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

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2018-038 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 6, 2018** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2018-038 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.



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, February 20, 2018
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Mayor Carman Kidd at 6:03 p.m.

2. Roll Call

Council: Mayor Carman Kidd; Councillors Jesse Foley, Patricia Hewitt, Doug Jelly, Jeff Laferriere (Arrived @ 6:28 p.m.), 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
Shelly Zubyck, Director of Corporate Services
Tim Uttley, Fire Chief
Laura-Lee MacLeod, Treasurer
James Franks, Economic Development Officer

Regrets: Councillor Danny Whalen

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

Members of the Public Present: 8

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2018-068

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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. 2018-069

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

a) Regular meeting of Council – February 6, 2018.

Carried

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

7.1. Disposition of Land – Fourth Street

Subject Land: Portion of Fourth Street

Purpose: Transfer of a portion of Fourth Street to owner of 975202 Silver Centre Road to ensure the resident has access to a municipally year round maintained roadway.

Mayor Kidd outlined that the purpose of this public meeting is to present to Council and the public details related to proposed transfer of a portion of Fourth Street to David and June Quehe to ensure that their residence has access to a municipally year round maintained roadway and that the meeting also allows the public to provide comments on the proposed transfer prior to Council making a decision.

Mayor Kidd declared the meeting an open and request the Clerk, David B. Treen to outline the details of the proposed transfer.

Municipal Clerk, Dave Treen utilizing powerpoint illustrated the location of that portion of Fourth Street in relation to the Quehe residence as well as the abutting properties owned by Thomas Tobler (west side of Fourth) and Nicholas Tobler (east side of Fourth).

Mr. Treen provided background to the matter in that the Council considered correspondence from David and June Quehe and Administrative Report No. PW-024-2017 in the closed session of the July 11, 2017 Regular Council meeting and directing staff to initiate the process to sell the lands to Quehe's.

In the fall of 2017 a surveyor was retained for the purposes of obtaining a legal reference plan to identify a legal piece of land to transfer and a site meeting was held with Mr. Nicholas Tobler as his access would be impacted.

It was noted that at the February 6, 2018 Regular Council meeting Administrative Report CS-004-2018 was considered and Council directed staff to prepare the necessary notices for this evenings public meeting in order to satisfy both the requirements for stopping up and closing a portion of Fourth Street and the Disposition of Land Policy.

Mr. Treen outlined that with the transfer of a portion of Fourth Street into the ownership of the Quehe's; Public Works has allocated funds within their operational budget for the construction of an alternative driveway for Mr. Nicholas Tobler with direct access to Silver Centre Road, installation of a paige wire farm fence along the east boundary of the lands being transferred and a swale ditch for drainage purposes.

Mayor Kidd inquired if there were any members of the public present that would like to speak to this issue.

Mr. Nicholas Tobler outlined that his existing house and garage is facing the existing access and he intends to drill a well and install a septic system and based on the proposed location of the alternative driveway it would affect these installations. Mr. N. Tobler feels the driveway should be further south of the garage.

Mr. Treen indicated that an on-site meeting is proposed for the purposes of determining the most logical location for the alternative driveway. Mr. N. Tobler agreed with the approach.

Mr. Thomas Tobler outlined that he currently access his property (vacant) via the existing access (Fourth Street) and Groom Drive and removal of the access (Fourth) makes it impossible to sell the property. Mr. T. Tobler outlined that he would require an alternative driveway as well.

Mr. Treen indicated that Thomas's property does abut both Silver Centre Road and Groom Drive and there was a residence adjacent to Groom Drive that was

destroyed by fire. It was also noted that the city does not typically install driveways for new development (i.e. residence) and that we are cleaning up an issue to provide the Quehe's with access to a year round municipally maintained roadway which the city acknowledges that it eliminates Nicholas current access to his property, therefore the city will provide the alternative access.

Mayor Kidd inquired if there were any members of Council that would like to speak to this issue. With no further comments Mayor Kidd declared the public meeting closed and Council will give due consideration to comments received this evening.

8. Question and Answer Period

None

9. Presentations / Delegations

a) Mike Del Monte, Agent – Rivard Bros. Ltd. Building Contractors

Re: Beach Garden Development Update

Mr. Del Monte, on behalf of the Rivard Bros utilizing powerpoint outlined they are here to unveil the proposal for Beach Gardens. The property was purchased in 2012 with a lot of discussion, consultation and money spent on how best to develop the property and have come up with a conceptual layout consisting of three (3) 2,400 ft² single family dwellings, two (2) on the northern extremity of the property and one on the south.

The rationale for the single family dwellings is to help integrate this development into the existing neighbourhood and meetings were held with those abutting neighbours that were available to explain the concept. The concept also includes two (2) townhouse structures offering four units each situated between the single family units. The first stage of develop will be the single family dwellings to the north and south built in separate years with each unit having access to the lake.

The developed proposes one entrance/egress roadway to the property which aligns with the water and sanitary easement crossing the property; thus eliminated several entrances onto the busier Lakeshore Road North. The properties between Lakeshore and the new entrance would be developed at a later date.

Mike outlined that they are committed to working with the adjacent property owners, whom have not identified any concerns but did have some suggestions as the development progresses. Rivard's are committed to environmentally friendly housing, energy efficiency and appealing from both the curbside and lakeside.

Mike outlined that some of the advantages of the Beach Gardens development includes waterfront living with lake access, municipal services, proximity to shops and services in New Liskeard (economic benefits), single point access and development of prime residential property.

Mayor Kidd thanked Mike for the presentation and inquired if any members of Council had any questions or comments.

Councillor Jelly commended the developer for coming back with this project and stated that something is needed for this area and would certainly be an asset for the community.

Mayor Kidd inquired as to the anticipated timelines for the development. Patrick Rivard outlined that they need to meet with municipal staff to determine their requirements and many required studies (i.e. archeological) have already been completed based on previous proposals.

Councillor McArthur agreed that this is a prime piece of land and inquired as to whether they were looking for any commitments from the municipality. Mr. Del Monte outlined that there are some mutually beneficial parts to the development and would expect that the road at the end of the development would be assumed by the municipality, therefore some type of agreement to assist in the development of the road. Mike also outlined that there are some concerns as to the integrity of the sanitary collection system and may not be able to handle the full build out. The biggest goal is that there is a prime piece of undeveloped land in the former Town of New Liskeard to which there is little room for more development; therefore there is an opportunity to develop a really nice property that may draw people to the area as it is a nice place to live.

Councillor McArthur outlined that he wants to ensure that Council is kept aware of the development as it progresses and does not want this project to fail due to communication issues. Mr. Del Monte outlined that communication will be a priority.

Resolution No. 2018-070

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council acknowledges the presentation from Mike Del Monte, agent for Rivard Bros. in regards to the Beach Garden Development proposal.

Carried

10. Communications

- a) Monika Turner, Director of Policy – Association of Municipalities Ontario

Re: Request for Support – Call to Action – Fire Medic Protection for Municipal Governments

Reference: Motion for consideration under New Business

- b) Rhonda Latendresse, Executive Director – Seizure and Brain Injury Centre

Re: Request for Proclamation – Epilepsy Month (March)

Reference: Received for Information

- c) Marc Dumont, Recipient of Bénévole de l'année plaque - ACFO

Re: Thank you Letter for presentation

Reference: Received for Information

- d) Eric Boutilier, Founder – All Aboard Northern Ontario

Re: Campaign to revive Ontario Northland Rail Passenger Service

Reference: Received for Information

- e) Sylvie Lamothe, Area Coordinator – Heart & Stroke Foundation

Re: Big Bike Event – May 10, 2018 (Temiskaming Shores)

Reference: Motion to be presented under New Business

- f) Joel Locklin, Manager, Infrastructure Renewal Program – Ministry of Agriculture, Food and Rural Affairs

Re: OCIF Top-Up Allocation – 2017 Intake (Roads Rehabilitation Project not selected for funding)

Reference: Referred to the Public Works and Corporate Services Committees

Resolution No. 2018-071

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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. 2018-072

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

- a) January 1, 2017 to November 30, 2017 Haileybury Food Bank Report;
- b) Minutes of the Emergency Management Program Committee meeting held on December 7, 2017;
- c) Minutes of the Timiskaming Board of Health meeting held on December 6, 2017;
- d) Quarter Four (Q4) 2017 Report to the Board of Health; and
- e) Timiskaming Health Unit – 2018 Public Health & Related Budgets presentation document.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2018-073

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

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

- a) Minutes of the Corporate Services meeting held on January 18, 2018; and
- b) Minutes of the Public Works Committee meeting held on January 18, 2018.

Carried

13. Reports by Members of Council**a) Memo – Timiskaming Health Unit Reserves**Resolution No. 2018-074

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Whereas the Timiskaming Board of Health has set its reserve levels to a maximum of \$1,000,000 and will return any amounts above this maximum to participating municipalities at the same share that they contribute; and

Whereas on December 22, 2017 the City of Temiskaming Shores received a refund from the Timiskaming Board of Health representing its share of the Reserve Surplus in the amount of \$111,522 which was posted in 2017 to the City's Working Fund Reserve.

Now therefore be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of a Memo from Mayor Kidd dated February 13, 2018 regarding the Timiskaming Health Unit Reserves;

That Council agrees to utilize the funds for accessibility upgrades at the New Liskeard Community Hall and directs staff to amend the 2018 Capital Budget to include this project with funds being derived from the City's Working Fund Reserve to an upset limit of \$111,522; and

That Council directs staff to proceed with the solicitation of Request for Proposals for engineering and design services for the accessibility upgrades.

Deferred**14. Notice of Motions**

None

15. New Business**a) Support – Reforms to the Municipal Class Environmental Assessment (MCEA) process**Resolution No. 2018-075

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas a coalition of the Municipal Engineers Association (MEA) and the Residential and Civil Construction Alliance of Ontario have successfully

applied to have a review of the Municipal Class Environmental Assessment process conducted under Part IV (Section 61) of the *Environmental Bill of Rights Act, 1993* (EBR Act); and

Whereas impact studies and public meetings required by the MCEA process often take two years or more to complete before construction can commence; and

Whereas the MCEA requirements to evaluate alternatives are often not well aligned with prior or municipal land use planning decisions; and

Whereas analysis by the Residential and Civil Construction Alliance of Ontario (RCCAO) has demonstrated that the time to complete an EA rose from 19 months to 26.7 months and costs went from an average of \$113,300 to \$386,500; and

Whereas the Auditor General of Ontario has tabled recommendations for modernizing the MCEA process; and

Whereas in spite of written commitments made by the Ministry of the Environment between 2013-15, no action has been taken; and

Whereas local projects that do not have the necessary approvals could lose out on the next intake of Build Canada funding.

Now therefore be it resolved that the City of Temiskaming Shores hereby requests that the Minister of the Environment and Climate Change take immediate steps to expedite the response process for Part II Orders or Bump-Up requests, as part of the s. 91 review to improve MCEA process times and reduce study costs; and

Further that the Minister of Environment and Climate Change support changes to better integrate and harmonize the MCEA process defined under the *Planning Act*; and

Furthermore that the Minister of the Environment and Climate Change amend the scope of MCEA reports and studies to reduce duplication with existing public processes and decisions made under municipal Official Plans and provincial legislation and that a copy of this resolution be sent to the Minister of the Environment.

Carried

- b) Support – Allocation of dedicated Infrastructure Funding to Municipalities for Storm Water Management and Drainage Improvements**

Resolution No. 2018-076

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Whereas weather patterns seem to have changed, in that excessive and prolonged precipitation is now becoming more frequent and regular; and

Whereas there is an increased chance of flooding, as a result of excessive and prolonged precipitation; and

Whereas municipalities are now faced with the reality that significant storm water management and drainage infrastructure improvements are required to mitigate against flooding, which will come at a significant cost; and

Whereas it is not feasible for municipalities to pass along the costs of all storm water management and drainage improvements onto property owners through property tax increases or drainage assessments; and

Whereas municipalities are almost entirely reliant upon property taxes for their funding needs; and

Whereas the Government of Canada and the Government of Ontario have recognized the need for infrastructure investments and have promised funding for these investments.

Now therefore be it resolved that the City of Temiskaming Shores hereby petitions the Government of Canada and the Government of Ontario to allocate infrastructure funding dedicated to municipalities for storm water management and drainage improvements; and

Further that the Government of Canada and the Government of Ontario prioritize funding allocations according to the recent propensity of specific regions to flood, with a specific focus on regions that have flooded multiple times within a 1 year period; and

Furthermore that a copy of this motion be sent to the Right Honorable Justin Trudeau, Prime Minister of Canada; Honourable Catherine McKenna, Minister of Environment and Climate Change; Honourable Kathleen Wynne, Premier of Ontario; Honourable Chris Ballard, Minister of Environment and Climate Change, the Federation of Canadian Municipalities (FCM) and the Association of Municipalities of Ontario (AMO).

Carried

c) Support – Call to Action – Fire Medic Protection needed for Municipal Governments

Resolution No. 2018-077

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Whereas Bill 160, the *Strengthening Quality and Accountability for Patients Act* amended the *Ambulance Act* to permit the Ministry of Health and Long Term Care to enable two pilot projects hosted by willing municipal governments to allow fire fighters, certified as paramedics, to treat patients while on duty with a fire department; and

Whereas the Government of Ontario is committed to proceeding with the pilots and enabling the fire-medical model despite the absence of objective evidence to show that it would improve patient outcomes or response times; and

Whereas the current interest arbitration model, particularly in the fire services sector, allows arbitrators to impose awards on unwilling employers that directly impact the employer's ability to determine how it will deploy its workforce, as evidenced by the experience of many municipalities in regards to the 24-hour shift; and

Whereas in the absence of legislative protection, unwilling municipalities may be forced to enter into a pilot or adopt a fire-medical model as a result of interest arbitration; and

Whereas the Association of Municipalities of Ontario and its municipal members have called on the Government of Ontario to introduce legislative amendments to the *Fire Protection and Prevention Act, 1997* and the *Ambulance Services Collective Bargaining Act* to preclude arbitrators from expanding the scope of work for fire fighters and paramedics respectively through interest arbitration awards; and

Whereas there is precedent for a restriction on the scope of jurisdiction of arbitrators in section 126 of the *Police Services Act* which precludes arbitrators from amending the core duties of police officers; and

Whereas the Government of Ontario has committed that no unwilling municipal government will have a fire-medical pilot or program imposed upon them.

Now therefore be it resolved that the City of Temiskaming Shores hereby calls on the Government of Ontario to act immediately so that legislative amendments, that will protect unwilling municipalities from being forced by arbitrators to have a fire medical pilot or program, are placed within the upcoming Budget Bill before the Ontario Legislature rises for the provincial election; and

Furthermore that a copy of this resolution be forwarded to the Honourable Kathleen Wynne, Premier of Ontario; the Honourable Dr. Eric Hoskins,

Minister of Health and Long Term Care; the Honourable Marie-France Lalonde, Minister of Community Safety and Correctional Services; the Honourable Kevin Flynn, Minister of Labour; the Honourable Bill Mauro, Minister of Municipal Affairs; John Vanthof, MPP Timiskaming-Cochrane; and the Association of Municipalities of Ontario.

Carried

d) Heart & Stroke Foundation – Big Bike Event – May 10, 2018

Resolution No. 2018-078

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby grants permission to the Heart and Stroke Foundation for the route for the Big Bike Event being Armstrong to Whitewood – Whitewood to Paget/Lakeshore – Paget/Lakeshore to Melville/Fleming – Melville/Fleming to Wellington scheduled for May 10, 2018.

Carried

e) Memo No. 006-2018-PW – Wastewater Pumps – Niven Street North Sanitary Pumping Station

Resolution No. 2018-079

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 006-2018-PW;

That Council acknowledges the change in scope of work in the 2018 Capital Project for Niven St. N. Sanitary Lift Station Pump Replacement of one (1) 250 hp pump with an allocation of \$125,000 to the refurbishment of the three (3) existing 250 hp pumps with the allocation remaining unchanged at \$125,000.

Carried

f) Administrative Report No. PW-002-2018 – Public Works Department - Strategic Plan

Resolution No. 2018-080

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby

acknowledges receipt of Administrative Report No. PW-002-2018, more specifically Appendix 01 Final Draft – Public Works Strategic Plan;

That Council hereby adopts the Public Works Strategic Plan dated February 2018; and

That Council directs staff to initiate the implementation of the Plan, post the Plan on the City's web-site and report back on the progress made on the Goals, Objectives and Actions contained in the Plan on a quarterly basis.

Carried

g) Administrative Report No. PW-004-2018 – Purchase of On-Board Video Surveillance System – Temiskaming Transit

Resolution No. 2018-081

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-004-2018;

That Council directs staff to prepare the necessary by-law and agreement with Radio Engineering Industries Inc. (REI) for the purchase of on-board video surveillance system for the transit buses at an upset limit of \$30,488 plus applicable taxes for consideration at the February 20, 2018 Regular Council meeting; and

That Council approves the purchase and installation of WiFi equipment necessary to enable downloading of daily recordings at a cost of \$5,733.06 plus applicable taxes.

Carried

h) Administrative Report No. PW-005-2018 – Municipal Hazardous or Special Waste – Orange Drop Event

Resolution No. 2018-082

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. PW-005-2018;

That Council agrees to host an Orange Drop Event on Saturday June 2, 2018; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2016-018 to extend the agreement with Drain-All Ltd. allowing for the provisions of collection and disposal services for the Orange Drop Event on June 2, 2018 for consideration at the February 20, 2018 Regular Council meeting.

Carried

i) Administrative Report No. PW-006-2018 – Equipment Purchase – Sweeper Truck

Resolution No. 2018-083

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-006-2018; and

That Council directs staff to prepare the necessary by-law and agreement for the purchase of a Sweeper Truck, as detailed in Request for Proposal PW-RFP-003-2018, from Cubex Ltd. at a cost of \$299,992.10 plus applicable taxes for consideration at the February 20, 2018 Regular Council meeting.

Carried

j) Appointment of Council Representative to Committee of Adjustment

Resolution No. 2018-084

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Whereas, in accordance to the Planning Act, the appointment of Council's representative to the Committee of Adjustment must be done annually.

Now therefore be it resolved that **Mayor Carman Kidd** is hereby appointed to the Committee of Adjustment for the year 2018.

Carried

k) Memo No. 001-2018-CGP – Deeming By-law – 395 Joyal Drive and 383 Joyal Drive

Resolution No. 2018-085

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Whereas the Committee of Adjustment for the City of Temiskaming Shores granted conditional approval to Consent application B-2017-02 (H) with one

condition requiring the adoption of a deeming by-law for both Mr. Genier's property (395 Joyal) and Ms. Robitaille's property (383 Joyal) to merge the subdivision lots on title such that the lots cannot be sold without approval of a consent; and

Whereas the owners have acknowledged that registration of the pending deeming by-law on title will be at their expense.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 59 and 60 on Plan M-128 N.B., Parcel 24133 SST to no longer be Lots on a Plan of Subdivision for consideration at the February 20, 2018 Regular Council meeting; and

Further that Council hereby directs staff to prepare the necessary by-law to deem Lot 53 on Plan M-128 N.B., Parcel 20240 SST and a portion of Lot 55 on Plan M-128 N.B., a portion of Parcel 7720 SST to no longer be Lots on a Plan of Subdivision for consideration for consideration at the February 20, 2018 Regular Council meeting.

Carried

l) Administrative Report No. CGP-004-2018 – North on Tap Festival – 2018 Request

Resolution No. 2018-086

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-004-2018;

That Council agrees to support the North On Tap Festival as outlined in CGP-004-2017; and

That Council authorizes Public Works to issue a Road Closure Notice for Farr Drive from Marcella to Main for the North on Tap Event scheduled for Saturday, July 14, 2018.

Carried

m) Memo No. 009-2018-CS – Request to purchase Municipal Land – 14 Lots – Jude Heon (703 Seton Street)

Resolution No. 2018-087

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 009-2018-CS; and

That Council hereby directs staff to inform Mr. Jude Heon that the City is not interested in the disposition of the 14 lots requested on Seton Street.

Carried

n) Memo No. 010-2018-CS – Request to purchase Municipal Land – Marcel Germain (Cobalt Avenue)

Resolution No. 2018-088

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 010-2018-CS; and

That Council authorizes staff to commence the process for disposal of municipal lands in accordance with By-law No. 2015-160 being a by-law to adopt a Procedural Policy for the Disposal of Real Property.

Carried

o) Administrative Report No. CS-005-2018 – Lease Agreement – Dymond Community Complex Apartment

Resolution No. 2018-089

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-005-2018; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Ms. Marta Sauve for the rental of the apartment located on the upper level of the Dymond Community Complex for consideration at the February 20, 2018 Regular Meeting of Council.

Carried

p) Earlton-Temiskaming Regional Airport Authority – 5 Year Business Plan

Resolution No. 2018-090

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Whereas on April 1, 2017 thirteen municipalities entered into an agreement for the establishment of the Earleton-Timiskaming Regional Airport Authority (ETRAA) to provide for the joint ownership, management and funding of the airport; and

Whereas the ETRAA presented its 5 year operational plan for the 2018-2022 period on February 15, 2018, and requested that this plan be approved by the Municipal Councils of each participating municipality prior to April 1, 2018; and

Whereas each member municipality shall be bound by the terms of the 2018-2022 Operational Plan upon passing a resolution in support of the continued operation of the ETRAA.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby endorses and supports the 2018-2022 Operational Plan for the Earleton-Timiskaming Regional Airport Authority as presented on February 15, 2018 and agrees to continue its commitment and participation as a member of the Airport Authority for the 2018-2022 Term.

Carried

16. By-laws

Resolution No. 2018-091

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2018-024 Being a by-law to regulate Signs and to repeal all previous by-laws and amendments

By-law No. 2018-025 Being a by-law to enter into an agreement between the City of Temiskaming Shores and Radio Engineering Industries Inc. for the supply and installation of On-Board Video Surveillance System for the Temiskaming Transit

By-law No. 2018-026 Being a by-law to amend By-law No. 2016-018 (Agreement with Drain-All Ltd. for the Orange Drop Collection Event)

By-law No. 2018-027 Being a by-law to enter into a Lease Agreement with Marta Sauve for the Rental of the Apartment located on the upper level of the Dymond Community Complex

By-law No. 2018-028 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 395 Joyal Drive

By-law No. 2018-029 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 383 Joyal Drive

By-law No. 2018-030 Being a by-law to enter into a Purchase Agreement with Cubex Ltd. for the purchase and delivery of a Sweeper Truck

be hereby introduced and given first and second reading.

Carried

Resolution No. 2018-092

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2018-024;

By-law No. 2018-025;

By-law No. 2018-026;

By-law No. 2018-027;

By-law No. 2018-028;

By-law No. 2018-029; and

By-law No. 2018-030;

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 6, 2018 at 6:00 p.m.
- b) Regular – Tuesday, March 20, 2018 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2018-093

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 7:30 p.m. to discuss the following matters:

- a) **Adoption of the February 6, 2018 – Closed Session Minutes**
- b) **Under Section 239 (2) (c) of the Municipal Act, 2001 – potential disposition of land – Lot 25 – Dymond Industrial Park – Confidential Administrative Report CGP-005-2018**
- c) **Under Section 239 (2) (c) of the Municipal Act, 2001 – potential acquisition of land – 884045 Highway 65 West – Confidential Administrative Report PW-003-2018**

Carried

Resolution No. 2018-094

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that Council agrees to rise with report from Closed Session at 8:48 p.m.

Carried

Matters from Closed Session

a) Adoption of the February 6, 2018 – Closed Session Minutes

Resolution No: 2018-095

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that Council approves the February 6, 2018 Closed Session Minutes as printed.

Carried

b) Under Section 239 (2) (c) of the Municipal Act, 2001 – potential disposition of land – Lot 25 – Dymond Industrial Park – Confidential Administrative Report CGP-005-2018

Council provided direction to staff in Closed Session.

c) Under Section 239 (2) (c) of the Municipal Act, 2001 – potential acquisition of land – 884045 Highway 65 West – Confidential Administrative Report PW-003-2018

Council provided staff with direction in Closed Session.

20. Confirming By-law

Resolution No. 2018-096

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2018-031 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **February 20, 2018** be hereby introduced and given first and second reading.

Carried

Resolution No. 2018-097

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2018-031 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2018-098

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 8:51 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

February 20, 2018

AMO Policy Update

Public Reporting Fire Regulation Posted for Municipal Comments

On February 16th the Ministry of Community Safety and Correctional Services (MCSCS) [released](#) the proposed [Public Reporting for Fire Department Response Times](#) Regulation under the *Fire Protection and Prevention Act, 1997* (FPPA).

With this latest posting, MCSCS is looking for comments on this draft regulation in addition to the other proposed two regulations that were [posted for comment on January 30, 2018](#):

- [Mandatory Training and Certification for Firefighters](#); and
- [Community Risk Assessments](#).

The deadline for the January 30 postings is March 11, while comments on the draft Public Reporting regulation are due on March 18, 2018. We encourage all municipal councils with fire services to work with your Fire Chief and fire services to develop a comprehensive response for your municipality on all three regulations.

What does the Public Reporting Regulation say?

- As of January 1, 2020, public reporting on fire responses will be required according to a series of reporting criteria, depending on the type of fire service the department provides (e.g. full-time/"non-volunteer", composite or volunteer).
- The proposed reporting standards are based on the National Fire Protection Association (NFPA), a United States trade association, with some international members, that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments.
- The NFPA 1710 standard is for full-time fire services and the NFPA 1720 standard is for volunteer fire services. Composite fire services by their nature will need to use both standards in separate zones under the service where appropriate.

- Response time calculations for each fire department will be supplied by the Office of the Fire Marshal and Emergency Management, unless departments have sufficient resources to do the calculations internally.
- Fire departments will have to submit their public report to the Fire Marshal within six (6) months after receiving their calculation.
- Before it is submitted to the Fire Marshal, the fire department will be required to give the public report to their local municipal council, or each municipality in the group of municipalities if fire protection services are provided.

It is suggested that municipal responses to the draft Public Reporting regulation focus on:

It is not clear on what would happen if the municipal council disagrees or raises concerns with the fire department's public report on response times. This raises concerns with principles of good governance and accountability as the draft regulation has the fire department providing the public report to the Fire Marshal directly.

- It is not clear on what would happen if the municipal council disagrees or raises concerns with the fire department's public report on response times. This raises concerns with principles of good governance and accountability as the draft regulation has the fire department providing the public report to the Fire Marshal directly.
- It is problematic that a municipal council does not appear have a decision-making role in the proposed reporting process.
- There is concern on how the proposed regulation is drafted with respect to composite fire services:
 - As currently written, if a first emergency response unit doesn't have a volunteer firefighter on it, the standard for the reporting would be for a full-time service (1710).
 - However a composite service may have the second, third and other units responding to the event to be composed of volunteers.
 - This could have the effect of having those zones where it is primarily volunteers but with some full-time firefighters being categorized as a full-time service for reporting which may not reflect the reality of the fire service and its composition.

- It is critically important that this draft regulation does not establish service levels that are not required by the 1720 standard for a volunteer fire service or that zone of a composite fire services that is primarily volunteer:
 - The 1720 volunteer standard does not set out a defined numerical performance level.
 - The 1720 standard is locally determined depending on the population, densities and distances to cover.
 - Specifically the Schedule 2(1) 1 should not require a 90%, or any other defined performance level as response times depends on the population, densities and distances to cover.

As you can see, there are significant fiscal, risk management, timing and technical aspects that require local consideration and comment. Stay tuned for AMO's comments on these three draft regulations in early March.

To assist AMO members in the development of their municipal responses to the draft MCSCS fire regulations, refer to our January 30th [AMO Briefing Note on Draft Regulations](#) for an analysis of what the previously released two draft regulations may mean to your local governments.

We appreciate the efforts of local governments to respond, as it is important that the province receives a full set of consultation responses that reflect the diversity of Ontario's municipalities.

Note for Clarification on Grandfathering: MCSCS recently advised that the opportunity to grandfather existing firefighters to NFPA standards will not be open to everyone if the regulations are approved, but rather only to those who were provided the opportunity previously (in 2014), and chose to not certify at that time as it was not mandatory. This is a shift from the previously understood position, so it is recommended that municipalities include a request for a more open approach to grandfathering all in responding to the draft mandatory certification regulation.

Contact:

Amber Crawford
Policy Advisor

acrawford@amo.on.ca, 416-971-9856 ext. 353.

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Web Page: www.temiskamingartgallery.ca



February 22, 2018

Mayor Carman Kidd
Councillors
City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive
Haileybury, On
P0J 1K0

Re: Update on Media Coverage, Tourism and Coming Events at TAG

Dear Mayor,
Dear City Councillors,

We are writing to inform you of recent happenings at the Temiskaming Art Gallery as well as upcoming events that are of interest. Yannick Jacques, an assignment editor for CBC/Radio-Canada in Toronto noticed a tweet posted on the Temiskaming Art Gallery's Twitter account about the Permanent Collection Exhibition and sent a Radio-Canada journalist (Jean-Loup Doudard) from Timmins to do a television interview. Jean-Loup interviewed both Lionel Venne (in French) and myself (in English), and the interview was aired on the Radio-Canada news program between 6 and 6:30 p.m. on Sunday, January 21 (as well as posted on their Facebook account). This publicity is fantastic exposure for both the Temiskaming Art Gallery, and the City of Temiskaming Shores, particularly because the theme of the exhibition covered was focused on a selection of artwork in TAG's permanent collection that explores the natural surroundings in the Temiskaming Region as well as celebrating life in the area.

The Benjamin Chee: Life and Legacy Exhibition, initiated and organized by TAG has also garnered a great deal of attention before it has even opened. TAG recently received a call from a lady in Boston that had heard about the exhibition and intends to travel to the area to attend the opening reception. There have also been others mentioning about traveling notable distances for the exhibition, all of which will of course be bringing tourism to the area, and support for local businesses. The Benjamin Chee Chee exhibition is a retrospective which presents a personal perspective, achieved through multifarious collaborations, including those with close friends of Benjamin Chee Chee (who was from Temagami First Nation). The exhibition involves childrens workshops, a speaker series and an opening and closing reception. There has also been a seventy page catalogue published by TAG to accompany the exhibition. In addition, TAG is organizing for this exhibition to travel to other galleries in Northern Ontario after the completion of this show.

We will continue to update you on events as they unfold in the coming weeks and months.

Yours sincerely,

Kirsten Hill
Interim Gallery Manager
(for the TAG Board of Directors)



2018

JANUARY 15 TO FEBRUARY 16

Barely North: Geographic Relativity

A selection of artwork from the TAG permanent collection that features different perspectives about the barely north, the region in which we live, work and play.

Swężł Art Căřę: Sunday February 11, 1 - 3 p.m.

FEBRUARY 26 TO APRIL 20

Benjamin Chee Chee: Life and Legacy

An exhibition of Ojibwe artist Benjamin Chee Chee's artwork including a biographical light on Chee Chee's highly creative yet troubled life.

March 24: Suku Park Artist Talk

MAY 6 TO JUNE 30

David Carlin: Oneiroi Komplex

Carlin's sculptures, paintings and videos are a surreal interweaving of legends, landscapes, and dreams. This exhibition reflects on the power of chaos and the role it plays in ancient and modern mythologies.

JULY 3 TO 31

NOAA 61st Annual Juried Exhibition

A travelling juried exhibition featuring artists from the Northern Ontario Art Association.

AUGUST 7 TO SEPTEMBER 1

PoeARTry North: Painting/Poetry Exhibition

Ontario's first juried exhibition that pairs original painting & poetry from artist-poets in Ontario.

SEPTEMBER 9 TO NOVEMBER 3

Lionel Venne: Retrospective Exhibition

A selection of Venne's prolific artistic production from the last sixty years including painting, sculpture and tapestry.

NOVEMBER 13 TO JANUARY 4, 2019

Martin & Kathy Foley: A Northern Perspective

The Northern landscape as seen through the eyes of a painter and photographer, husband and wife duo.

Temiskaming Art Gallery
325 Farr Drive, P.O.Box 1090
Haileybury, ON P0J 1K0 705-672-3706
temiskamingartgallery@gmail.com



2018

15 JANVIER AU 16 FÉVRIER

Presqu'au nord: relativité géographique

Une sélection des œuvres de la collection permanente de la GAT mettant en vedette des perspectives spécifiques du nord, de cette région dans laquelle nous habitons, travaillons et jouons.

Swężł Art Căřę : 11 février, de 13h à 15h.

26 FÉVRIER AU 20 AVRIL

Benjamin Chee Chee: sa vie et son héritage

Une exposition importante d'œuvres de l'artiste ojibwé Benjamin Chee Chee qui fera le point sur sa vie tumultueuse et son génie créateur.

24 mars : entretien par l'artiste Suku Park

6 MAI AU 30 JUIN

David Carlin: Oneiroi Komplex

Les sculptures, peintures et vidéos de Carlin constituent un mélange surréel de légendes, de portraits et de rêves. Cette exposition met l'accent sur la puissance du chaos et le rôle qu'il joue dans les mythologies anciennes et modernes.

3 AU 31 JUILLET

61e exposition annuelle jugée de l'AANO

Ce concours présente des œuvres de l'exposition itinérante de l'Association des artistes du nord de l'Ontario.

7 AOÛT AU 1 SEPTEMBRE

PoeARTry North: exposition peinture-poésie

Première exposition jugée en Ontario pour des artistes-poètes qui allient à la fois de peinture-poésie dans leurs œuvres.

9 SEPTEMBRE AU 3 NOVEMBRE

Lionel Venne: exposition rétrospective

Une sélection des œuvres de Lionel Venne qui présentent 60 ans de sculptures, peintures et tapisseries de ce prolifique artiste de chez nous.

13 NOVEMBRE AU 4 JANVIER, 2019

Martin et Kathy Foley: perspectives nordiques

Des scènes panoramiques, peintures et photos, du nord vues par les yeux de ce duo, mari et femme.

Galerie d'art du Temiskaming
325 promenade Farr, C.P.1090
Haileybury, ON P0J 1K0 705-672-3706
temiskamingartgallery@gmail.com



**Ministry of
Municipal Affairs**

Provincial Planning Policy
Branch
777 Bay Street, 13th Floor
Toronto ON M5G 2E5
Tel. 416-585-6014
Fax 416-585-6870

**Ministère des
Affaires municipales**

Direction des politiques provinciales
d'aménagement
777, rue Bay, 13^e étage
Toronto ON M5G 2E5
Tél. 416-585-6014
Télééc. 416-585-6870



**Ministry of
the Attorney General**

Agency and Tribunal Relations
Division
720 Bay St, 3rd Floor
Toronto ON M7A 2S9
Tel. 416-326-3723
Fax 647-723-2051

**Ministère du
Procureur général**

Direction des relations avec les
organismes et les tribunaux
720, rue Bay, 3^e étage
Toronto ON M7A 2S9
Tél. 416-326-3723
Télééc. 647-723-2051

Date: February 27, 2018

Subject: Proclamation of the *Building Better Communities and Conserving Watersheds Act, 2017* changes to the land use planning and appeal system

We are writing to provide an update on the *Building Better Communities and Conserving Watersheds Act, 2017*, which was passed by the Legislature on December 12, 2017.

In Effect Date

The changes the Act makes to the land use planning and appeal system will come into effect on April 3, 2018, as specified by proclamation.

This includes changes to:

- establish the Local Planning Appeal Tribunal (the Tribunal) as the province-wide appeal body for land use planning matters;
- improve the hearing process at the Tribunal;
- establish the Local Planning Appeal Support Centre to provide legal and planning support services to eligible Ontarians for matters before the Tribunal;
- limit the Tribunal's ability to overturn municipal decisions that adhere to municipal official plans, provincial plans and the Provincial Policy Statement;
- give municipalities more control over local planning, resulting in fewer decisions being appealed; and
- shelter certain major planning decisions from appeal.

These changes are in response to the province-wide consultation undertaken as part of the [Ontario Municipal Board Review](#).

Regulations

To facilitate implementation of the *Building Better Communities and Conserving Watersheds Act, 2017*, several new and amended regulations have been proposed.

Proposals for the regulations under the Act were posted on Ontario's Regulatory and Environmental Registries for a 45-day public consultation period from December 7, 2017 to January 21, 2018.

We anticipate providing you with an update on the proposed regulation changes and finalized approach to transition in the near future.

Questions

If you have any questions about the changes to the land use planning and appeal system, please email OMBReview@ontario.ca.

Sincerely,

Laurie Miller, Director
Provincial Planning Policy Branch
Ministry of Municipal Affairs

Mariela Orellana, Director (Acting)
Agency and Tribunal Relations Branch
Ministry of the Attorney General



District of Timiskaming Social Services Administration Board
Conseil d'administration des services sociaux du district de Timiskaming

www.dtssab.com

February 27, 2018

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

Attn: Laura Lee MacLeod

Please find enclosed a copy of the following budget documents:

- 2018 Budget
- 2018 Apportionment of Costs Using 2018 Budget
- Municipal Billings 2018

In 2018, as in every year, the DTSSB is cognizant of the impact of our budget on our municipal partners. We diligently work on maximizing the financial contributions from the senior levels of government to minimize the impact on your municipal budget. This year, the DTSSAB managed to decrease the municipal apportionment of the budget by \$203,260 or 3.06% from the 2017 apportionment.

However, the good news above is altered because in 2017 we used \$300,000 from our working fund reserves to reduce your billing amount from your actual apportionment amount. So in 2018, the municipal apportionment amount is higher than the 2017 municipal billing amount. To offset this and reduce the municipal impact we are applying \$100,000 from the working fund reserve to reduce the billing amount to an overall decrease of 0.62% from the billing amount in 2017. This will result in the municipalities facing a decrease of \$39,719. This billing amount is what you will be charged by the DTSSAB, but your apportionment for future years and future payment will remain as below before the reserve contribution has been removed.

Therefore, the apportionment cost to the City of Temiskaming Shores will be as follows:

2018 Apportionment	\$2,295,160	2017 Apportionment	\$2,368,855
Reserve Contribution	\$ 28,493	Reserve Contribution	\$ 86,787
2018 Owed to DTSSAB	\$2,266,667	2017 Owed to DTSSAB	\$2,282,068

Overall, your City will see a billing decrease of \$15,401 or 0.67% from your 2017 billing. The decrease is due to a decrease in your assessment values, an increase in your Ontario Works caseload and a decrease in your population.

If you have any questions in regards to our budget figures, they may be directed to Don Studholme at 705-567-9366 ext. 3253 or studholmed@dtssab.com.

Yours sincerely

Doug Jelly, Chair

PO Box 310/CP 310
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DISTRICT OF TIMISKAMING SOCIAL SERVICES ADMINISTRATION BOARD

2018 BUDGET

Program	2018 Budget	2017 Budget	% Variance	2018 Contribution From Reserves	2017 Contribution From Reserves	2018 Fed/Prov Share	2017 Fed/Prov Share	2018 TWOMO Share	2017 TWOMO Share	2018 Municipal Share	2017 Municipal Share	Municipal Variance	% Variance of Program
Ontario Works	8,602,170	7,624,089											
Employment Assistance	354,527	354,527											
OW Program Support Allocation	1,306,473	1,281,873											
Contribution to Reserves	-	-											
Subtotal	10,263,170	9,260,489	10.83%	-	-	9,114,670	7,938,232	130,317	142,929	1,018,183	1,179,328	(161,145)	-13.66%
Children's Services	8,452,467	7,529,216											
CC Program Support Allocation	202,071	140,589											
Subtotal	8,654,538	7,669,805	12.84%	126,068	2,321,296	8,248,364	5,038,446	42,397	45,110	237,709	264,953	(27,244)	-10.28%
Social Housing	8,134,003	8,136,342											
SH Program Support Allocation	109,968	105,070											
Contribution to Reserves	86,155	114,445				(Note 1)							
Subtotal	8,330,126	8,355,857	-0.31%	500,000	60,000	5,226,928	5,745,751	394,020	371,002	2,209,178	2,179,104	30,074	1.38%
Emergency Medical Services	6,368,800	6,194,250											
EMS Program Support Allocation	439,872	420,281											
Contribution to Reserves	20,000	20,000				(Note 2)		*	*				
Subtotal	6,828,672	6,634,531	2.93%	-	-	2,843,300	2,667,600	1,039,980	977,780	2,945,392	2,989,151	(43,759)	-1.46%
Board	38,100	39,200	-2.81%	-	-	-	-	4,323	4,237	33,777	34,963	(1,186)	-3.39%
Total Budget	\$ 34,114,606	\$ 31,959,882	6.74%	\$ 626,068	\$ 2,381,296	\$ 25,433,262	\$ 21,390,029	\$ 1,611,037	\$ 1,541,058	\$ 6,444,239	\$ 6,647,499	\$ (203,260)	-3.06%

Program Support Budget **	\$ 2,049,000	\$ 1,992,000	2.86%
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** Net of interest income \$38,000 (2017 - \$42,000)

Note 1 - Social Housing Fed/Prov Share includes rental and misc income of \$2,353,000 (2017 - \$2,407,000)

Note 2 - Includes Interest Income and miscellaneous income of \$6,000 (2017 - \$10,000)

* TWOMO Share Includes First Nation share of \$11,580, which is 100% provincially funded

District of Timiskaming Social Services Administration Board 2018 Apportionment of Costs Using 2018 Budget

	Child Care		Social Housing		EMS		Ontario Works*		Total All Programs
	50% Adj. Assess. 50% Population		50% Adj. Assess. 50% Population		50% Adj. Assess. 50% Population		25% Adj Assess 25% Caseloads 25% Population 25% Households		
Municipality	% Share of District Total	\$ Share of District Total	% Share of District Total	\$ Share of District Total	% Share of District Total	\$ Share of District Total	% Share of District Total	\$ Share of District Total	\$ Share of District All Programs
Township of Armstrong	3.66%	\$10,248	3.66%	\$95,241	4.31%	\$126,980	3.04%	\$36,093	\$268,562
Township of Brethour	0.35%	\$976	0.35%	\$9,070	0.41%	\$12,093	0.23%	\$2,736	\$24,875
Township of Casey	1.15%	\$3,226	1.15%	\$29,985	1.36%	\$39,977	0.86%	\$10,204	\$83,392
Township of Chamberlain	1.24%	\$3,469	1.24%	\$32,243	1.46%	\$42,988	0.90%	\$10,650	\$89,350
Town of Charlton & Dack	1.83%	\$5,133	1.83%	\$47,706	2.16%	\$63,604	1.60%	\$19,011	\$135,454
Town of Cobalt	2.40%	\$6,736	2.40%	\$62,603	2.83%	\$83,465	4.65%	\$55,140	\$207,944
Township of Coleman	2.79%	\$7,818	2.79%	\$72,661	3.29%	\$96,875	1.90%	\$22,507	\$199,861
Town of Englehart	3.88%	\$10,875	3.88%	\$101,072	4.58%	\$134,755	4.24%	\$50,275	\$296,977
Township of Evanturel	1.53%	\$4,285	1.53%	\$39,819	1.80%	\$53,089	1.08%	\$12,778	\$109,971
Township of Gauthier	0.39%	\$1,100	0.39%	\$10,226	0.46%	\$13,634	0.39%	\$4,652	\$29,612
Township of Harley	1.88%	\$5,270	1.88%	\$48,979	2.22%	\$65,302	1.33%	\$15,728	\$135,279
Township of Harris	2.12%	\$5,947	2.12%	\$55,270	2.50%	\$73,689	1.41%	\$16,696	\$151,602
Township of Hilliard	0.69%	\$1,935	0.69%	\$17,987	0.81%	\$23,981	0.59%	\$6,968	\$50,871
Township of Hudson	2.21%	\$6,180	2.21%	\$57,434	2.60%	\$76,573	1.52%	\$18,016	\$158,203
Township of James	1.30%	\$3,645	1.30%	\$33,877	1.53%	\$45,167	1.46%	\$17,297	\$99,986
Township of Kerns	1.32%	\$3,697	1.32%	\$34,362	1.58%	\$45,813	0.86%	\$10,171	\$94,043
Town of Kirkland Lake	19.37%	\$54,270	19.37%	\$504,364	22.83%	\$672,445	26.94%	\$319,616	\$1,550,695
Township of Larder Lake	1.92%	\$5,377	1.92%	\$49,969	2.26%	\$66,622	2.36%	\$28,033	\$150,001
Town of Latchford	1.67%	\$4,673	1.67%	\$43,430	1.97%	\$57,903	1.34%	\$15,953	\$121,959
Township of Matachewan	0.72%	\$2,010	0.72%	\$18,683	0.85%	\$24,909	1.02%	\$12,067	\$57,669
Township of McGarry	1.44%	\$4,022	1.44%	\$37,376	1.69%	\$49,831	1.68%	\$19,942	\$111,171
City of Temiskaming Shores	30.73%	\$86,083	30.73%	\$799,996	36.21%	\$1,066,597	28.86%	\$342,484	\$2,295,180
Village of Thornloe	0.26%	\$734	0.26%	\$6,825	0.31%	\$9,100	0.42%	\$4,943	\$21,602
TWOMO	15.14%	\$42,397	15.14%	\$394,020	**	\$1,039,980	11.35%	\$134,640	\$1,611,037
TOTALS	100.00%	\$280,106	100.00%	\$2,603,196	100.00%	\$3,985,372	100.00%	\$1,186,600	\$8,055,276

* Note: Board expenses of \$38,100 have been included in this category

** Note: TWOMO for EMS is estimated based on MOH formula
\$1,039,980 = 1,028,400 (TWOMO) + 11,580 (First Nations). Remaining amount of \$2,945,392 allocated among municipalities.

Sources:

Adjusted Assessment - MPAC 2017 Assessment compiled for 2018 Taxation, adjusted by a weighted ratio based on taxation class of property (including 75% reduction for farmland)
Population - 2016 Statistics Canada
Households - 2016 Statistics Canada
Caseloads - 2017 Ontario Works caseload figures

DISTRICT OF TIMISKAMING SOCIAL SERVICES ADMINISTRATION BOARD
BILLING COMPARISON
WITH \$100,000 (2018) CONTRIBUTION FROM WORKING FUND RESERVE (\$300,000 - 2017)

Municipality	A 2018 Apportionment	B 2018 Final Billing	C 2017 Apportionment	D 2017 Final billing	B - D \$ Change	% Change
Township of Armstrong	\$ 268,562	\$ 265,228	\$ 274,113	\$ 264,070	\$ 1,158	0.44%
Township of Brethour	24,875	24,566	32,749	31,549	(6,983)	-22.13%
Township of Casey	83,392	82,357	81,280	78,302	4,055	5.18%
Township of Chamberlain	89,350	88,241	86,551	83,380	4,861	5.83%
Town of Charlton and Dack	135,454	133,772	133,215	128,335	5,437	4.24%
Town of Cobalt	207,944	205,363	213,815	205,982	(619)	-0.30%
Township of Coleman	199,861	197,380	204,644	197,147	233	0.12%
Town of Englehart	296,977	293,290	307,797	296,520	(3,230)	-1.09%
Township of Evanturel	109,971	108,606	110,314	106,273	2,333	2.20%
Township of Gauthier	29,612	29,244	28,128	27,098	2,146	7.92%
Township of Harley	135,279	133,600	126,394	121,763	11,837	9.72%
Township of Harris	151,602	149,720	147,704	142,293	7,427	5.22%
Township of Hilliard	50,871	50,239	48,439	46,664	3,575	7.66%
Township of Hudson	158,203	156,239	158,783	152,966	3,273	2.14%
Township of James	99,986	98,745	99,932	96,271	2,474	2.57%
Township of Kerns	94,043	92,876	94,344	90,888	1,988	2.19%
Town of Kirkland Lake	1,550,695	1,531,444	1,638,088	1,578,074	(46,630)	-2.95%
Township of Larder Lake	150,001	148,139	142,212	137,002	11,137	8.13%
Town of Latchford	121,959	120,445	133,390	128,503	(8,058)	-6.27%
Township of Matachewan	57,669	56,953	80,345	77,401	(20,448)	-26.42%
Township of McGarry	111,171	109,791	112,067	107,961	1,830	1.69%
Temiskaming Shores	2,295,160	2,266,667	2,368,855	2,282,068	(15,401)	-0.67%
Village of Thornloe	21,602	21,334	24,340	23,448	(2,114)	-9.02%
Sub-Total	6,444,239	6,364,239	6,647,499	6,403,958	(39,719)	-0.62%
Unincorporated	1,611,037	1,591,037	1,541,058	1,484,599	106,438	7.17%
TOTALS	\$ 8,055,276	\$ 7,955,276	\$ 8,188,557	\$ 7,888,557	\$ 66,719	0.85%

1. Call to Order

The meeting was called to order at 9:00 A.M.

2. Roll Call

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

3. Review of Previous Minutes

The minutes of the November 29, 2017 Contract Consultation Meeting with Operating Authority were reviewed by the Committee.

4. Unfinished Business

FACILITIES

4.1 North Cobalt Wastewater Lagoon – 543083 Proctors Road

Discussion:

Steve Burnett verified that there is no risk associated with the conduit. OCWA will repair the conduit.

Discussion:

OCWA will arrange to have LISAND Electrical repair the conduit. OCWA reported recent sampling delivery issues.

4.2 Station St. Sanitary Lift Station

Previous Discussion:

Manhole cover at the dumping station needs to be installed. OCWA continues to monitor recent pump issues.

Discussion:

A recent by-pass was a result of a faulty level measurement device due to frost build up. OCWA called in to report the spill. Installation of a high level float was discussed as a possible solution so that by-passes don't occur.

4.3 Groom Drive

Previous Discussion:

No update.

Discussion:

No update.

4.4 Haileybury Mechanical Wastewater Plant – 275 View St

Sludge

Previous Discussion:

City staff advised that the sludge haul and Grid channels are complete. Process to move the auto sampler unit to Farr is on-going.

Discussion:

Staff will attempt to haul sludge during warmer weather to maintain levels. The Auto Sampler unit was moved to Farr.

E-coli issues:

Previous Discussion:

Draft costing report received. City staff will present an administrative report to Council at an upcoming meeting. Steve mentioned that the initial indication recommends installing a UV system.

Discussion:

Recommendation was passed at the January 18, 2018 Public Works committee to release the RFP for design of the UV system with construction in 2019.

Fire:

Discussion:

Fire occurred on January 1 at the Plant. Covered under OCWA's insurance but the City is responsible to cover the deductible. Plant continues to operate.

- All emergency clean-up has been done.
- MCC cleaning and replacement costs are being looked at.
- OCWA is currently pricing for blower and install including a VFD.
- Anticipating 6-7 months for the MCC.
- Plans are in place in the event of an emergency with the blower.

4.5 Farr Drive Pumping Station

Previous Discussion:

No update.

Discussion:

No update.

4.6 Haileybury Water Treatment Plant – 322 Browning St

Previous Discussion:

No update.

Discussion:

No update.

Security

Previous Discussion:

OCWA continues to monitor poly pump alarm issues.

Discussion:

Camera install will take place this spring.

4.7 Haileybury Reservoir – Niven St.

Previous Discussion:

Pump to be commissioned, awaiting Schedule C.
A small electrical fire at the reservoir was quickly resolved.

Discussion:

City staff is currently looking at options to maintain water flow during mechanical modifications. A boil water advisory will be necessary if water needs to be shut off. Schedule C is required prior to beginning work.

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

Environment Canada

Previous Discussion:

On-going.

Discussion:

Well water quality concerns, OCWA staff is in today to assess the cause and possible solutions. Staff doesn't anticipate to have any freezing issues from the Inlet as previously discussed.

4.9 Montgomery Sanitary Lift Station

Previous Discussion:

No update.

Discussion:

No update.

4.10 Cedar St. Sanitary Lift Station

Previous Discussion:

No update.

Discussion:

No update.

4.11 Goodman Sanitary Lift Station – 132 Jaffray St.

Previous Discussion:

Heating issues continue. Steve Burnett will follow up with Building Department staff.

Discussion:

OCWA reported that the heating issues were resolved. OCWA will look at alternatives to replace the surge protection unit due to recent issues.

4.12 New Liskeard Water Treatment Plant – 305 McCamus Ave.

Previous Discussion:

Pressure concerns are on-going. OCWA continues to investigate.

Discussion:

The Iron Removal Project is set to begin in February noted City staff. Anticipating approval of the Schedule C in the near future. Staff discussed additional sampling during construction. Plans when running 1 filter will be discussed with OCWA.

4.13 New Liskeard Water Reservoir- 150 Shepherdson Rd.

Previous Discussion:

No update.

Discussion:

No update.

4.14 Dymond Water Reservoir – 286 Raymond St

Plant Upgrades

Previous Discussion:

On-going.

Discussion:

No update.

4.15 Gray Road Sanitary Lift Station – 783495 Gray Rd

Previous Discussion:

The group discussed possible options for the existing pumps once the new system is commissioned. OCWA will continue to monitor the building.

New – Gray Road Station

Discussion:

Fully commissioned and operating well noted staff. OCWA is currently assessing the on-going alarm issues. OCWA spoke with the contractor regarding the leak in the building.

Old – Gray Road Station

Discussion:

The old station continues to run; work to fully decommission the station will take place in the spring.

4.16 Niven St Pumping Station – New Liskeard

Previous Discussion:

Flo meter was installed. Niven is currently pumping to Goodman for monitoring purposes.

Discussion:

Recent pump failure occurred; the pump was shipped for repair. The initial quote to repair was approximately \$27000. Steve Burnett discussed the possibility to refurbish the pump rather than purchase new. Steve will review options and present a recommendation at a later date.

Currently the Station is operating on one pump; Spec will investigate the cracked header on pump #2. City staff noted that all 3 pumps will need to be fully functioning by spring.

4.17 Whitewood Pumping Station – New Liskeard

Previous Discussion:

Check-valve installing is underway. Steve Burnett will follow up on the status of the new pump.

Discussion:

Check-valve was installed. The new pump has arrived but not in service. Look at screen install on the by-pass outlet pipe in the lake or screen in the manhole.

5. MOE Compliance Issues

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

5.1 Reservoir Inspections

Previous Discussion:

No update.

Discussion:

No update.

5.2 Manitoulin Transport - New

Previous Discussion:

Water Softener issues are on-going.

Discussion:

Issues are on-going but seem to be reduced.

6. Communications Upgrades

Previous Discussion:

Communications were discussed under various projects.

Discussion:

PLC at the sewage treatment plant should be replaced noted OCWA. All upgrades are now complete and OCWA continues to monitor any issues. Discussion to set up call out alarms at each site.

7. Schedule of Meetings

The next scheduled contract meeting with OCWA will be on February 21, 2018 at 9:00 a.m.

8. Adjournment

The Contract Consultation Meeting with Operating Authority – OCWA meeting is adjourned at 10:01 a.m.

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, January 17, 2018

7:00 p.m. at the New Liskeard Branch

1. Call to Order

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

2. Roll Call

Present: Donald Bisson, Danny Whalen, Brenda Morissette, Anna Turner, Roger Oblin
and CEO/Head Librarian Rebecca Hunt.

Regrets: Robert Dodge, Jeff Laferriere

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Roger Oblin

Seconded by: Danny Whalen

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

Carried.

Additions:

Librarian's Report d. Stats reports for 2017

Librarian's Report e. Press release

4. Adoption of the Minutes

Moved by: Anna Turner

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, December 13, 2017, as presented.

Carried.

5. Business arising from Minutes

a. Roger Oblin inquired if the construction on the New Liskeard Branch was completed. The CEO confirmed that it has been completed.

b. Roger Oblin inquired if any more trees will have to be removed around the New Liskeard building. The CEO confirmed that no more trees need to be removed.

6. Correspondence:

a. None.

7. Secretary–Treasurer’s Report

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

Library CEO’s Report

January 9, 2018

Buildings and Equipment:

Fire safety checks were conducted in the library buildings.

New Liskeard Parapet: Construction was completed before Christmas.

Business:

Canada Post will be increasing its Library Shipping Rate by 4%, effective January 15, 2018.

Digital Creator North (Near North Mobile Media Lab Trillium project): Digital Creator is currently partnering with the Temiskaming Art Gallery, specifically for their Benjamin Chee-Chee exhibit they have going on in April. Felicity Buckell from the art gallery has agreed that if Digital Creator were to create some modern Benjamin Chee Chee work then it could be shown during this exhibit, a great opportunity for young aspiring artists. Also, Digital Creator is making a push to get into TDSS, with presentations to classes, recording some of their sporting events and also getting a flyer verified by the board to send out to the entire high school.

Federation of Ontario Public Libraries board: I will be attending the next board meeting on Thursday, February 1 in person at the Ontario Library Association conference in Toronto.

Healthy Kids Community Challenge #PowerOffAndPlay Program: The Healthy Kids Community Challenge has asked the library to partner again this year, this time with their #PowerOffAndPlay theme. We have planned a Games, Storytime and Active play time at the New Lisheard Branch for every second Saturday, starting on January 27 and continuing on until at least the Spring. This program has been met with a lot of enthusiasm on Facebook so far, and may somewhat accommodate the request we had received earlier in the Fall to have a permanent play area at the New Lisheard Branch. Staff are meeting with the Healthy Kids Coordinator, Lynn Marcella, this week to see how we can implement the program at the Haileybury Branch as well.

Joint Automation Server Initiative (JASI) Steering Committee: I will attend the next teleconference meeting set for Wednesday, January 24. The committee is still discussing cataloguing standards and item types.

Ontario Library Service North Mentorship Program: Ontario Library Service North has asked me to Mentor the new librarian for Seguin Township Public Libraries, Stefanie Veneranda. Stefanie and her board were appreciative of the help I provided before Christmas on their hiring process and policies and grants information. Her board has asked her to come up with a timetable and learning plan, which I think is a great idea because it will allow me to be more efficient in my replies to her questions.

The Temiskaming Foundation Games and Backpacks project: All of the materials have been purchased and most of the board games have been inventoried, and the boxes reinforced to be shelf-ready. We have worked with OLS-North to add items types and fine structure. I have put a loan period of one week for the backpacks and three weeks for the games, and \$1.00 fines on both item types. We are now working on cataloguing the games and will move on to the backpacks when we are finished with the games. Once the games are shelf-ready I will put out a call on FB and posters asking for donations of the same games we have purchased to use for parts.

Volunteer Program: Our Adult volunteers continue to log hours at the Haileybury Branch. As well, our Adult volunteers continue to shelf-read and take books to the Manor at the New Liskeard Branch. I purchased \$20.00 Tim Hortons's gift cards and put them in Christmas cards for each of our five regular adult volunteers to thank them in December.

Programming:

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

Life Skills visits at the New Liskeard Branch

The Life Skills group continues to visit every second Wednesday for a storytime and craft activity this winter.

Gadget Helper at both branches of the library

This program will start up again this week after the Christmas break.

**Digital Creator Workshop in the Digital Creator Space, Haileybury Branch
Benjamin Chee Chee Recreation Workshop #1**

Teens are welcome to join in for this workshop in which we will be recreating Northern Ontario artist Benjamin Chee Chee's work in a modern way with light painting.

Saturday, January 13

11-12:30 ages 9-14

1:00-2:30 ages 14-19

Please email Steve at temiskamingshores@digitalcreator.ca for more information and to register!

**Digital Creator Workshop in the Digital Creator Space, New Liskeard Branch
Benjamin Chee Chee Recreation Workshop #2**

Teens are welcome to join in for this workshop in which we will be recreating Northern Ontario artist Benjamin Chee Chee's work in a modern way with Adobe Illustrator.

Saturday, January 20

11-12:30 ages 14-19

1:00-2:30 ages 14-19

Please email Steve at temiskamingshores@digitalcreator.ca for more information and to register!

**Digital Creator Workshop in the Digital Creator Space, New Liskeard Branch
Editing Found Footage Workshop**

Teens are welcome to join in for this workshop in which we will be editing found footage with a specific message to deliver, either with footage provided by Digital Creator, or footage of their own.

Saturday, January 27

11-12:30 ages 14-19

1:00-2:30 ages 14-19

Please email Steve at temiskamingshores@digitalcreator.ca for more information and to register!

Family Story, Game and Play Time at the New Liskeard Branch

The Library is partnering with the Healthy Kids Community Challenge #PowerOffAndPlay to provide a bi-weekly family story and play time to encourage screen free time for parents and kids! The first session is on

Saturday, January 27 at 1:30 p.m.

1:30—2:00 p.m.—story time (8 & under/preschoolers with adult)

2:00—2:45 p.m.--board games to be played/pages to colour

2:45—3:00 p.m.—active play time with different apparatus

This will be a fun time for the whole family! Call 705-647-4215 for more information

Les Liseuses à la succursale de New Liskeard

Le premier mardi du mois de 10 h 15 à 11 h 15 à la succursale de New Liskeard.

Le 6 février—Les fiancés du Pacifique par Jojo Moyes

Pour plus de renseignements composez le 705-647-4215 ou

cpeddie@temisklibrary.com

Temiskaming Shores Public Library Bookclub at Both Branches of the Library

February's book pick is Ann Patchett's "State of Wonder." Need a copy? The library has two copies and we can order more through Inter-Library Loan! We will meet to discuss the book in early February.

Haileybury Branch: Wednesday, February 7, 2018 at 2:00 PM

New Liskeard Branch: Thursday, February 8, 2018 at 6:00 PM

Call (705) 672-3707 for more information

Finances and Statistics

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

Motion #2018-01

Moved by: Roger Oblin

Seconded by: Anna Turner

Be it resolved that the Temiskaming Shores Public Library Board accepts the January Secretary-Treasurer's report, Workplace Inspection report and Financial report.

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.
- d. Library Services Committee.** Meeting scheduled for Monday, February 5 at 5:00 at the New Liskeard Branch Library.

9. New Business

- a. Discussion regarding library services.** The Board discussed Library Services and the process of holding public consultations.

10. Plan, Policy review and By-law review

- a. Review Policy**
 - i. Fines and Fees.**

Motion #2018-02

Moved by: Roger Oblin

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy: Fines and Fees Policy as reviewed and amended by the Board

Carried.

11. Adjournment

Adjournment by Roger Oblin at 8:27 p.m.

Chair – Donald Bisson

1.0 CALL TO ORDER

The meeting was called to order at 1:28 a.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4.0 APPROVAL OF AGENDA

Recommendation TC-2018-001

Moved by: Councillor Danny Whalen

Be it resolved that the Transit Committee agenda for the January 24, 2018 meeting be approved as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2018-002

Moved by: Councillor Mike McArthur

Be it resolved that the Transit Committee minutes for the November 29, 2017 meeting be adopted as printed.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7.0 CORRESPONDENCE

The following were presented for information purposes:

- Ministry of Transportation – Gas Tax
- City bus routes – Discussed Under 8.3 Transit Service Review
- Ministry of Infrastructure – PTIF
- OC Transpo fined for failing to call out bus stops

8.0 UNFINISHED BUSINESS

8.1 *Transit Financials*

The committee reviewed the December Transit Financials. Chris indicated that the reports are subject to reconciliation upon audit completion.

- Revenues are up primarily due to the additional advertising spaces that were sold towards the end of the year.
- Overall fares were up over budget estimates.

8.2 *Passenger Count*

The Committee reviewed the passenger count for the month of December. In addition the Committee reviewed transit boarding data. The Committee is pleased with the data collection and will continue to review data. Danny Whalen commented that “the Committee will be in a better position to make changes once we have analyzed the data”.

There were a total of 11,435 riders for the month of December.

8.3 *Transit Service review – Update*

The Committee will continue to gather and review data.

9.0 NEW BUSINESS

9.1 Transit – Inclement weather

The Committee will work with Stock Transportation to look at possible communication plan/options in the event of inclement weather.

9.2 Towing Invoice – November 18, 2017

Recommendation TC-2018-003

Moved by: Councillor Danny Whalen

Be it resolved that the Temiskaming Transit Committee hereby agrees to cover the cost of any towing charges relating to inclement weather/road conditions regardless of the municipality in which it occurred with reoccurrences being reviewed on a case-by-case basis.

Carried

9.3 Transit request for SPARC Symposium – May 2018

The Committee denied the request to provide free transit service as per its established policy.

9.4 Phase 2 PTIF – Update

City staff recently participated in a Webinar for Phase 2 of the Public Transit Infrastructure Funding (PTIF). Chris Oslund commented that the Ministry is proposing \$8.3 billion in additional public transit funding over 11 years, with a cap of 15% allocated towards fleet refurbishment. The Committee expressed concerns with the cap on refurbishment and provided the following recommendation.

Recommendation TC-2018-004

Moved by: Councillor Mike McArthur

Whereas the Temiskaming Transit operates a small, rural/northern public transit system that is reliant on funding and municipal subsidizes for its operation; and

Whereas fleet replacement costs are crucial to ensure a safe, reliable and accessible transit system; and

Whereas fleet replacement costs represent a significant portion of the Temiskaming Transit Budget.

Now therefore be it resolved that the Temiskaming Transit Committee hereby requests that the Ministry of Infrastructure re-evaluate the proposed 15% cap of allocated funds towards refurbishment costs in order to ensure the system can continue to operate in a cost effective manner.

Carried

9.5 Capital Project – Update

Staff presented a request for change order to upgrade the WiFi system at Stock Transportation in order to support the On Board Video Surveillance System at an increased cost of \$5,700.

Recommendation TC-2018-005

Moved by: Councillor Mike McArthur

Be it resolved that the Transit Committee hereby supports the increase to upgrade the WiFi system at Stock transportation in order to support the On Board Video Surveillance System.

Carried

10.0 PUBLIC COMMENTS/COMPLAINTS

None

11.0 ADMINISTRATIVE REPORTS

None

12.0 CLOSED SESSION

None

13.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for March 21, 2018 at 1:30 p.m.

14.0 ADJOURNMENT

Recommendation TC- 2018-006

Moved by: Councillor Mike McArthur

Be it resolved that the Transit Committee meeting is adjourned at 3:01 p.m.

Carried

CHAIR

RECORDER

Memo

To: Mayor and Council
From: Timothy H. Uttley, Fire Chief/CEMC
Date: March 6, 2018
Subject: Public Comment on Proposed Regulations
Attachments: Appendix 01 – AMO Memo – Draft MCSCS Regulations
Appendix 02 – Consultation Draft Mandatory Certification
Appendix 03 – Consultation Draft Community Risk Assessments
Appendix 04 – Fire Chief’s Letter of Comment to MCSCS

Mayor and Council:

On January 25, 2018 the Ministry of Community Safety and Correctional Services (MCSCS) released draft regulations under the Fire Protection and Prevention Act (FPPA) regarding:

1. Mandatory Certification and Training for Firefighters (attached as Appendix 02); and
2. Community Risk Assessments by Municipalities (attached as Appendix 03).

On January 29, 2018 the Office of the Fire Marshal and Emergency Management (OFMEM) issued Bulletin #002/18 notifying all Fire Chiefs that MCSCS is now seeking public input on the two (2) proposed Regulations as indicated above. On January 30, 2018 the Association of Municipalities Ontario (AMO) also issued a memo to municipalities regarding the release of these draft Regulations (attached as Appendix 01). The deadline established for public comments on these two draft Regulations is March 11, 2018.

There is significant buzz across the Province of Ontario regarding the proposed legislation which will certainly have a significant impact particularly to fire departments with Volunteer Firefighters. Although the fire department is supportive of efforts to improve fire service delivery and enhance fire safety in Ontario, the costs associated with an increase in Volunteer Firefighter’s time and costs to associated training and certification could be significant.

After consultation with staff and Volunteers, I have prepared a Letter of Comment to the MCSCS, attached as Appendix 04. Based on the above, the following is being recommended to Council for consideration:

1. That Council agrees with the comments as outlined in Appendix 04 and directs the Fire Chief to submit the Letter of Comment to the MCSCS and to John Vanthof, MPP as presented.

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

Timothy H. Uttley
Fire Chief/CEMC

Christopher W. Oslund
City Manager

January 30, 2018

Draft MCSCS Regulations on Mandatory Certification and Training for Firefighters and Community Risk Assessments by Municipalities- Briefing Note

ISSUE:

On January 25, 2018, The Ministry of Community Safety and Correctional Services (MCSCS) released draft regulations under the *Fire Protection and Prevention Act* (FPPA) regarding:

- 1) Mandatory Certification and Training for Firefighters; and
- 2) Community Risk Assessments by Municipalities.

Responses to these draft regulations are due March 11, 2018.

The draft regulation on Public Reporting on Fire Responses by Municipalities has not been shared for review or consultation. We understand that it is to be released shortly and will also be due March 11, 2018.

This briefing note has been prepared to assist AMO members in the development of their municipal responses to the draft MCSCS fire regulations. Please work with your Fire Chief and fire services to develop a comprehensive response for your municipality.

BACKGROUND:

WHAT:

- In January 2017, the MCSCS established an advisory Fire Safety Technical Table (the Table) as part of a mandate commitment to provide recommendations to modernize fire service delivery.
- The Table consists of MCSCS and Ontario Fire Marshal (OFM) executive and staff, the Ontario Professional Fire Fighters Association, the Toronto Fire Fighters Association, the Ontario Fire Chiefs Association (OAFC), Fire Chiefs from full-time, composite and volunteer services, Toronto Fire Services, and for the municipal government perspective- an AMO staff member and a lower tier CAO representative.
- The Table was established to review new and emerging challenges in fire safety with a view to identifying opportunities to enhance delivery in Ontario, such as:
 - Firefighter training and professionalism (e.g., identification of specialized knowledge requirements and core competencies);
 - Public education and prevention measures, including community risk assessments;
 - Provincial standards for fire services, such as fire service dispatch; and
 - Public reporting of fire service data.
- It must be emphasized that the Table has only been advisory. MCSCS, as informed by the Table, will develop recommendations for the MCSCS Minister's final approval.

- Municipal governments under the FPPA are required to:

Municipal responsibilities

2. (1) Every municipality shall,

(a) establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention; and

(b) provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.

Methods of providing services

(2) In discharging its responsibilities under subsection (1), a municipality shall,

(a) appoint a community fire safety officer or a community fire safety team; **or**

(b) establish a fire department

WHY:

- The Fire Safety Technical Table was established to address public safety and firefighter safety gaps identified by the Coroner's Inquests over the last several years.
- The Table has had active discussions on modernizing fire standards for firefighters' training and certification, community risk assessment, and public reporting on fire responses.
- Third party training for technical rescues, such as the tragic ice-training incident in SW Ontario that was the subject of a 2017 Coroner's inquest, is not addressed in these draft regulations.
- There appears to be a past informal agreement made around 2012 between MCSCS, OFM, the OAFCA, and fire services that Ontario would use the National Fire Protection Association (NFPA) standards going forward. Neither AMO nor its members were part of this discussion or decision.
- The [National Fire Protection Association](#) is a United States trade association, with some international members, that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments.
- One of the most notable features about NFPA's code development process is that it is open and consensus-based. That means anybody can participate in the development of these important documents. More than 9,000 volunteer committee members with a wide range of professional expertise periodically review all NFPA codes and standards.

THE REGULATIONS:

1. The draft Mandatory Certification and Training for Firefighters and Other Persons Providing Fire Protection Services includes:

- Every municipality, and in unorganized areas where the Province is responsible for certification and training, must make sure that its fire service is responsible for compliance.
- Mandatory certification is to occur for those firefighters who are performing the fire protection service: fire suppression exterior and interior attack (if provided), pump operations, fire suppression supervision, fire public education, fire prevention, fire instruction, fire dispatch, fire investigation, technical rescue, and hazardous materials to respective NFPA standards.
- Existing firefighters can be grandfathered if they can demonstrate that they have met the standard by an alternate/previous means. Grandfathering requirements are outlined in a Fire Marshal guideline (link is below). Fire chiefs are responsible for ensuring that their Firefighters have achieved the standard by courses/exams or alternate means.
- It is proposed that these standards are to be achieved by January 1, 2019 except for the following that come into force on January 1, 2020 – fire inspection, fire instruction, fire dispatch, fire investigation, hazardous materials, and technical rescue.
- Fire dispatch certification currently is only for fire services who do dispatch themselves. It does not include 3rd party dispatch at this time.
- The OFM is updating its educational offerings and approach so that all required courses and exams can be accessed online 24/7 in 2018 free of charge. Practical exams will still need to be done in person under the direction of a certified fire instructor in each area of competence.

Analysis:

- Although a complete gap analysis of firefighters who meet the NFPA standards and/or can be grandfathered was requested throughout this exercise and MCSCS surveys were attempted, the full impact of the mandatory training and certification regulation will not be known until the regulation is consulted on and/or goes into force.
- We understand that under the proposed mandatory training and certification regulation, the minimum certification/training requirements for five categories will be for new hires only as of January 1, 2019 (for Suppression Firefighters (external/interior); Pump Operators; Fire Officers; and Fire Educators).
- The draft regulation requires only those firefighters, in the five categories noted above, hired after January 1, 2019 to be certified. However, there is concern that municipal governments will still have a significant risk of potential liability if they simply follow the proposed regulatory approach being suggested – grandfather those that can be and make sure that any new hires are certified at the specific NFPA level.
 - The magnitude of the number of fire service staff who will be able to be grandfathered is unknown.

- If municipal fire services do not make sure that everyone is certified to the new mandatory standard for all categories of fire operations, there remains a great liability risk if anything unfortunate occurs.
 - Stated more clearly, no municipality is likely to want to state in a Coroner's inquest or legal suit that a firefighter was not certified to the standard despite the provisions in the regulation without indemnification from the province.
 - This is a Catch-22 for municipal fire services. Municipalities essentially will need to make sure everyone is trained and certificated to the certification standard for all firefighters in the service despite the go-forward approach in the regulation.
 - Although there is protection from personal liability and indemnification provisions in the FPPA (see s. 74, 75, 76), it is only for those working in fire services (municipal or provincial) and not for municipal corporations.
- It will be helpful to municipal fire services that the Fire College curriculum and testing will all be online for 2018 free of charge.
 - That said, municipalities will still have unfunded staff costs for those who need to take the training and for the required testing to achieve certification. This will result in staff time costs for these required training hours. Municipalities may not have provided for the now needed training costs in their 2018 budget.
 - We understand that MCSCS will consider if there is provincial funding available for implementation of this regulation, once final, however no decisions have been made to date.
 - It has been said at the Table that there has been significant training over the years to these standards so this should reduce the risk exposure. This needs to be validated.
 - It should be noted that not all these proposed standards can be grandfathered – only those identified in the [January 2014 OFM communique](#) can be grandfathered.
 - Fire inspectors, Fire instructors, Fire Investigators, Technical Rescue, Fire Dispatchers and Hazardous Materials Personnel cannot be grandfathered. So as per the draft regulation, those currently employed or appointed in fire departments must all be certified by January 1, 2020.
 - In rural and northern Ontario, there are many other non-fire services that provide fire dispatch services for the fire services (e.g. consolidated fire dispatch that does many departments' dispatch, police dispatch, answering services, taxi dispatch). The full extent of different types of fire dispatch and where it occurs is not known at this time by MCSCS or OFM.
 - Only fire services that do their own dispatch will be captured by this draft regulation; however, MCSCS is looking to include other fire dispatch service providers in a future regulation. Properly trained fire dispatchers is a critical area of public safety that will be pursued by the Province as inquests have, or will, identify this as a current vulnerability for the public.
 - During this draft regulation consultation, municipal fire services will need to identify clearly how achievable the mandatory certification will be for all identified positions and the additional training costs that will be necessary. The value of any additional training (number of staff per position, training time needed and associated costs) should be outlined in your response.

2. The draft Community Risk Assessment by Municipalities includes:

- The process to identify, analyze, evaluate and prioritize public safety risks to inform the municipal decision-making on the provision of fire protection services, fire safety education and fire prevention programs as required by the FPPA.
- This risk assessment must be done within five years of the regulation coming into force and at then each year thereafter.
- The draft regulation outlines the mandatory profiles of community attributes that must be considered in the development of the risk assessment.
- A copy of the Community Risk Assessment must done in the form as set out by the OFM and be filed with them once completed.

Analysis:

- The Table did work well to get the draft Community Risk Assessment regulation as balanced and flexible as possible – and that the assessment is focused on the needs and circumstances of each community.
- We understand that this standardization is similar to the voluntary simplified risk assessment from the OFM that municipalities have been using to date.
- We understand that the OFM will be providing support and assistance for small rural and northern municipalities in completing these Community Risk Assessments.
- As municipal councils have up to five years to implement this regulation, a change in the date of the regulation coming into force does not need to be requested.

COMMENTARY:

- The nature of the magnitude of how many firefighters need to be trained, certified and/or grandfathered is not known by the OFM.
- The full nature of the risk or financial exposure for municipal governments and their fire services is not known at this time from these draft FPPA regulations.
- To date, no additional provincial funding has been offered by the Province to help manage the costs of mandatory training and certification.
- There is no commitment from MCSCS/provincial government to provide municipal governments with protection from litigation as part of the entire package surrounding these regulations as discussed by the Table as a quid pro quo for mandatory certification. The Province of Quebec government provided this protection to local governments in a similar mandatory training and certification situation.
- Municipal governments will have the on-going pressure to determine the level and nature of fire services in their communities through these regulations. The level of fire services is a local decision under the FPPA (s. 2(1), 2(2)) as only fire safety education and fire prevention programs that must be provided by each municipal government.

- 2018 is a municipal election year. As consistent with prudent planning and municipal election legislation, all municipal councils need to assume that as of July 2018 they may have a Lamé Duck period. Given this and that the proposed draft regulation is to come into force by January 1, 2019, there may not be enough time before July 2018 or at the initial council meeting on or after December 1st, 2018, to make decisions (e.g. training funding) to ensure full implementation of the Mandatory Training and Certification regulation. For this reason, a later effective date is needed.

Suggested Recommendations for Municipal Responses:

- That the provincial government provide liability indemnification for all municipal governments who comply with these new regulations at least 12 months before the training and certification regulation comes into force.
 - If they do not provide this liability indemnification, it will be necessary for the province to provide the new funding that would be required to train and certify all firefighters to achieve the standards before the mandatory training and certification regulation comes into force.
- Municipal fire services will need to identify clearly how achievable the mandatory certification will be and the additional training costs that will be necessary. The value of any additional training (both time and costs) should be outlined in your response.
 - If the province does not provide liability indemnification, MCSCS should make the required training funding available to municipal fire services for all the identified NFPA professional qualifications at least at least 12 months before the training and certification regulation comes into force
 - If the province does provide liability indemnification to accompany these regulations, the province should provide sufficient funding to municipalities to cover the new training and certification costs for those designated positions at least at least 12 months before the training and certification regulation comes into force for those positions.
 - If sufficient provincial funding is not provided to municipal governments, the province will be knowingly creating a new unfunded mandate on municipalities.
- That the Mandatory Training and Certification regulation not come into force until at least July 1, 2019, preferably January 1, 2020, to allow municipal councils and their fire services to make all the necessary training funding decisions. It will also enable the provincial government to provide the necessary funding for training and liability indemnification 12 months prior to the regulations coming into force.

Caution:

This consultation draft is intended to facilitate dialogue concerning its contents. Should the decision be made to proceed with the proposal, the comments received during consultation will be considered during the final preparation of the regulation. The content, structure, form and wording of the consultation draft are subject to change as a result of the consultation process and as a result of review, editing and correction by the Office of Legislative Counsel.

CONSULTATION DRAFT

ONTARIO REGULATION

to be made under the

FIRE PROTECTION AND PREVENTION ACT, 1997

FIREFIGHTER CERTIFICATION

Contents

1.	Definition
2.	Mandatory certification
3.	Intern firefighter
4.	Transition
5.	Commencement
Table 1	Mandatory certification

Definition

1. In this Regulation,

“NFPA” means the National Fire Protection Association.

Mandatory certification

2. (1) Every municipality, and every fire department in a territory without municipal organization, must ensure that its firefighters only perform a fire protection service set out in Table 1 if,

- (a) the firefighter performing the fire protection service is certified to the corresponding certification standard set out in that Table; or

- (b) the firefighter performing the fire protection service is an intern firefighter, within the meaning of section 3, operating under the supervision of a firefighter who is certified to the certification standard set out in that Table corresponding to the fire protection service performed by the intern firefighter.

Who provides certifications

- (2) The certification must be provided by the Fire Marshal.

Intern firefighter

- 3. An intern firefighter is a firefighter who,

- (a) is enrolled in an internship program approved by the Fire Marshal; and
- (b) has been a firefighter for no more than 24 months.

Transition

- 4. (1) A certification standard set out in items 1 to 5 of Table 1 does not apply with respect to a firefighter who,

- (a) became a firefighter before January 1, 2019; and
- (b) performed the fire protection service that the certification standard corresponds to before January 1, 2019.

Same

- (2) A certification standard set out in items 6 or 7 of Table 1 does not apply with respect to a firefighter that both of the following criteria apply to:

1. The firefighter became a firefighter before January 1, 2019.
2. Before July 1, 2018, the firefighter's fire chief was given permission by the Fire Marshal to issue the firefighter a successful Letter of Compliance with NFPA Standards respecting the relevant standard under Fire Marshal's Communiqué 2014-04, "Transition to NFPA Professional Qualifications Standards: Grandfathering

Policy”, which is dated January 2014 and available on a website of the Government of Ontario.

Commencement

5. (1) Subject to subsection (2), this Regulation comes into force on January 1, 2019.

(2) Subsection 4 (2) and items 6 to 11 of Table 1 come into force on January 1, 2020.

**TABLE 1
MANDATORY CERTIFICATION**

Item	Column 1 Fire protection service	Column 2 Certification standard
1.	Fire suppression activities, if the level of service provides for exterior attack only	NFPA 1001, “Standard for Fire Fighter Professional Qualifications”, 2013 Edition, Level I
2.	Fire suppression activities, if the level of service provides for exterior and interior attack	NFPA 1001, “Standard for Fire Fighter Professional Qualifications”, 2013 Edition, Level II
3.	Pump operations	NFPA 1002, “Standard for Fire Apparatus Driver/Operator Professional Qualifications”, 2017 Edition, Chapter 5
4.	Supervise other firefighters	NFPA 1021, “Standard for Fire Officer Professional Qualifications”, 2014 Edition, Level I
5.	Develop, implement or deliver a public education program and supporting materials	NFPA 1035, “Standard on Fire and Life Safety Educator, Public Information Officer, Youth Firesetter Intervention Specialist and Youth Firesetter Program Manager Professional Qualifications”, 2015 Edition, Chapter 4, Level I
6.	Fire prevention inspections or plans examination activities	NFPA 1031, “Standard for Professional Qualifications for Fire Inspector and Plan Examiner”, 2014 Edition, Level I
7.	Training courses for fire protection services	NFPA 1041, “Standard for Fire Service Instructor Professional Qualifications”, 2012 Edition, Level I
8.	Dispatch fire department resources (personnel and equipment)	NFPA 1061, “Professional Qualifications for Public Safety Telecommunications Personnel”, 2014 Edition, Level I
9.	Fire investigation activities	NFPA 1033, “Standard for Professional Qualifications for Fire Investigator”, 2014 Edition
10.	Technical rescue activities	NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2017 Edition, in accordance with the level of service provided
11.	Hazardous materials response at the Technician Level	NFPA 1072, “Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications”, 2017 Edition

Caution:

This consultation draft is intended to facilitate dialogue concerning its contents. Should the decision be made to proceed with the proposal, the comments received during consultation will be considered during the final preparation of the regulation. The content, structure, form and wording of the consultation draft are subject to change as a result of the consultation process and as a result of review, editing and correction by the Office of Legislative Counsel.

CONSULTATION DRAFT

ONTARIO REGULATION

to be made under the

FIRE PROTECTION AND PREVENTION ACT, 1997

COMMUNITY RISK ASSESSMENTS

Contents

1.	Mandatory use
2.	What it is
3.	When to complete (at least every five years)
4.	When to review (at least every year)
5.	Commencement
Schedule 1	Mandatory profiles

Mandatory use

1. Every municipality, and every fire department in a territory without municipal organization, must,

- (a) complete and review a community risk assessment as provided by this Regulation; and
- (b) use its community risk assessment to inform decisions about the provision of fire protection services.

What it is

2. (1) A community risk assessment is a process of identifying, analyzing, evaluating and prioritizing risks to public safety to inform decisions about the provision of fire protection services.

Mandatory profiles

(2) A community risk assessment must include consideration of the mandatory profiles listed in Schedule 1.

Form

(3) A community risk assessment must be in the form, if any, that the Fire Marshal provides or approves.

When to complete (at least every five years)

3. (1) The municipality or fire department must complete a community risk assessment no later than five years after the day its previous community risk assessment was completed.

New municipality or fire department

(2) If a municipality, or a fire department in a territory without municipal organization, comes into existence, the municipality or fire department must complete a community risk assessment no later than two years after the day it comes into existence.

Transition

(3) A municipality that exists on January 1, 2019, or a fire department in a territory without municipal organization that exists on January 1, 2019, must complete a community risk assessment no later than January 1, 2024.

Revocation

(4) Subsection (3) and this subsection are revoked on January 1, 2025.

When to review (at least every year)

4. (1) The municipality or fire department must complete a review of its community risk assessment no later than 12 months after,

- (a) the day its community risk assessment was completed; and

- (b) the day its previous review was completed.

Other reviews

(2) The municipality or fire department must also review its community risk assessment whenever necessary.

Revisions

(3) The municipality or fire department must revise its community risk assessment if it is necessary to reflect,

- (a) any significant changes in the mandatory profiles;
- (b) any other significant matters arising from the review.

New assessment instead of review

(4) The municipality or fire department does not have to review its community risk assessment if it expects to complete a new community risk assessment on or before the day it would complete the review.

Commencement

5. This Regulation comes into force on the later of January 1, 2019 and the day it is filed.

SCHEDULE 1 MANDATORY PROFILES

1. Geographic profile: The physical features of the community, including the nature and placement of features such as highways, waterways, railways, canyons, bridges, landforms and wildland-urban interfaces.

2. Building stock profile: The number of buildings in the community, their age, their major occupancy classifications within the meaning of Ontario Regulation 332/12 (Building Code) under the *Building Code Act, 1992* and their state of compliance with the fire code.

3. Critical infrastructure profile: The capabilities and limitations of critical infrastructure, including electricity distribution, water distribution, telecommunications, hospitals and airports.

4. Demographic profile: The composition of the community's population, respecting matters relevant to the community, such as population size and dispersion, age, gender, cultural background, level of education, socioeconomic make-up, and transient population.

5. Hazard profile: The hazards in the community, including natural hazards, hazards caused by humans, and technological hazards.

6. Public safety response profile: The types of incidents responded to by other entities in the community, and those entities' response capabilities.

7. Community services profile: The types of services provided by other entities in the community, and those entities' service capabilities.

8. Economic profile: The economic sectors affecting the community that are critical to its financial sustainability.

9. Past loss and event history profile: The community's past emergency response experience, including the following analysis:

1. The number and types of emergency responses, injuries, deaths and dollar losses.
2. Comparison of the community's experience with the experiences of comparable communities.

Note: Each profile is to be interpreted as extending only to matters relevant to fire protection services.

MAILING ADDRESS

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OFFICE OF THE FIRE CHIEF

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Tel (705) 647-8298
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February 26, 2018

To: **Ministry of Community Safety and Correctional Services**

RE: Public Comment on the proposed regulations for Mandatory Training and Certification and Conducting Community Risk Assessments

Below you will find my comments as Fire Chief for the City of Temiskaming Shores and the Temiskaming Shores Fire Department.

The City of Temiskaming Shores presently maintains and operates a Fire Service through three fire stations located in the former municipalities of Dymond, Haileybury and New Liskeard. The Temiskaming Shores Fire Department is comprised of seventy (70) Volunteer Firefighters and three (3) full-time staff that includes a full-time Fire Chief/CEMC, Fire Prevention Officer and Training Officer.

Our department does appreciate and support the fact that the Ministry is attempting to improve fire service delivery by looking at opportunities to enhance and support fire safety in Ontario. Our department has supported previous efforts in this regard as we adopted the NFPA Standards as our base for all our training efforts, and has continually adopted procedure to establish and annually review the "Simplified Risk Assessment" that has assisted our municipality to help determine strategies for our various public education and fire prevention efforts. The outcomes within the "Simplified Risk Assessment" have also assisted our Municipality to review the delivery of core services within the Municipality.

The City of Temiskaming Shores has realized the positive benefits from the above noted efforts, however, has significant concerns with the recent draft regulations regarding Mandatory Training and Certification and Mandatory Risk Assessments. We appreciate the opportunity to provide our comments and concerns and trust they will be considered. The following are our comments for your consideration:

Mandatory Training and Certification

- Regardless of how the final regulations may unfold, the date of implementation needs to be reviewed. 2018 is an election year for municipalities and it is highly unlikely that there is enough time before July 2018, or the initial Council meeting on/or after December 1st, 2018, to make decisions regarding funding for training, or developing strategies for recruiting or retaining existing Volunteer Firefighters which will be adversely affected by the proposed regulation. For this reason, a later effective date is needed and required.
- As our department adopted the NFPA Training Standards when the transfer over from the Ontario Firefighter Curriculum took place, we would support mandatory training legislation that would improve the delivery of fire safety in Ontario. We do not however support mandatory certification regulations as it will add increased time commitment on our Volunteer Firefighters and increased costs to the Municipality. For this reason, we would request consideration to establish regulations that:

- require mandatory training to a specific standard as adopted by the Office of the Fire Marshal and Chief Emergency Management, to include record keeping for each Firefighter; and
 - that Firefighter Certification remain voluntary.
-
- Without question, one of the fire service's most valuable assets is our volunteer firefighters. This is especially true given the fact that of the 448 fire departments in Ontario, 416 are composite/volunteer departments, and of the 31,097 firefighters - 19,620 are volunteer/part-time firefighters. If municipalities, particularly smaller municipalities with Volunteer Fire Departments, are unable to recruit or retain volunteers, then the customary level of fire protection currently being provided will be drastically lessened. There are so many demands being placed on time within the volunteer/composite fire department, that recruiting and retaining volunteers has become one of a municipality's greatest challenges. There are limits to what we can ask of our volunteer firefighters. Their time is valuable and the pool of potential volunteers has also become more and more limited. Should mandatory training, and more specifically certification become law, the biggest cost to volunteers will be time. Time away from full-time jobs, time away from businesses and careers. Time away from families and social activities. Volunteers are crucial to the fire service and our communities. Adding more challenges such as outlined in this proposed legislation will severely damage our volunteer base as the majority of our volunteers will not be willing to sacrifice their time for certification. Mandatory Certification will not be achievable based on current responses from our Volunteer Firefighter and the value of certification for Volunteer Firefighters both in their time and costs will be minimal. If municipalities are unable to recruit or retain volunteers, we will see municipalities begin to reduce or cut services which could directly impact the safety of residents.
 - Equally challenging for municipality is the costs associated with mandatory certification. Estimated costs for training one volunteer recruit to the Firefighter I level is a minimum of \$5,000 not including equipment. Additionally, adding mandatory certification for small volunteer/composite fire department full-time staff, will lessen the amount of funding for other programs, add additional struggles related to time for existing responsibilities and duties such as fire prevention, public education, administration and emergency management duties. In most small volunteer/composite departments one or two staff juggle a number of duties. The City of Temiskaming Shores has already established their budget for 2018. In order to achieve certification as being proposed, there will be unfunded staff costs for those that will need to take the training and for the required certification training. Our Municipality has not built these added costs into our 2018 budget.
 - It is our understanding that MCSCS may consider provincial funding for implementation of these regulations. How is our Municipality to calculate what costs may be required to carry out our new regulated responsibilities if no firm decisions have yet been made by the Ministry? If sufficient funding is not provided to the municipality, the province will be knowingly creating a new unfunded mandate on municipalities.
 - We believe the full impact of the mandatory training and certification regulation has not been fully investigated and is not known at this time. Although MCSCS received input and advice from the Fire Safety Technical Table that was established, we feel it was not representative of the majority of Volunteer Fire Departments particularly in Northwestern and Northeastern Ontario. The challenges currently facing many of the smaller municipalities and volunteer fire departments are

many, and they are just trying to cope while receiving no financial support from the province and increased legislated responsibilities. If we consider just in the Temiskaming District there are 23 fire departments, the majority small volunteer departments, approximately 8 are members of the OAFCA, did not have a fair voice in providing options to MCSCS for enhancing fire safety in the province. For this reason, we would request that the Ministry seek out additional input with the Volunteer Sector by holding additional meetings in the northern regions of the Province to determine the impact of the proposed regulations and seek alternative ideas for achieving enhanced fire safety initiatives.

- Our municipality and fire department also have significant concerns regarding the full nature of the risk or financial exposure with regard to these draft regulations. The risks are unknown and given the time frame for implementation there is not sufficient time to assess the risks (which are not fully known) and to plan for those risks. If we use our fire department as an example, to have the majority of our firefighters obtain Firefighter 1 level certification it would cost our municipality \$350,000. This represents approximately 65% of our current operational budget. Is the Ministry prepared to fund these types of dollars? The current fiscal realities within the municipality are cost prohibitive to be able to attain these responsibilities. Also, the province has not indicated that through the proposed regulations that they will provide liability indemnification for municipalities or fire departments. Certainly, part of the associated risks is that not all Firefighters must be certified under this proposed legislation. If all Firefighters are not required to be certified then it should be necessary for the province to provide the funding that would be required to train and certify ALL firefighters prior to implementation of the regulations.
- We recommend that any final draft regulations not come into force until at least January 1, 2022 (five years) to allow municipal council and our fire department to make all the necessary training funding decisions. It will also allow the provincial government to provide the necessary funding for training and liability indemnification at least 12 months before any regulations come into force.
- The OFMEM must ensure timely access to free, online testing for all fire departments.

Mandatory Community Risk Assessments

- Our municipality has been using the voluntary simplified risk assessment from the OFM and it has worked well for us. For this reason, we feel rather than changing this process, we would recommend making the current simplified risk assessment mandatory without change.
- Although the draft legislation indicates municipal councils will have up to five years to implement this draft regulation, there are still a number of unknowns and issues to be worked out and for this reason we would recommend consideration of the following:
 - Any support from the province or the OFMEM for small rural and northern municipalities should be clearly identified including training or financial costs;
 - That the reference to building stock and classifications should use MPAC data to classify building usage in regards to fire risk;
 - That the line about reporting the “state of compliance within the fire code” in Section 2 be deleted, as this is directly dependant on other municipalities’ set level of service for fire prevention (e.g. fire inspections upon request or complaints as permitted, under the FPPA);

- That Section 6 be removed. In a multi-tier government (e.g. lower-tier fire, upper-tier EMS and provincial police), the data required for a public safety response profile, as currently called for in the draft regulation, is not attainable;
- That the mandatory risk assessment for fire, under Section 7 of this regulation, be clarified in regards to content and formatting as a stand-alone document; and
- That Section 9(2) be edited to remove the requirement to compare to other “like” municipalities, as this data is not readily available. Reporting against provincial trends would be more appropriate.

The City of Temiskaming Shores and the Temiskaming Shores Fire Department appreciates any efforts that ultimately support the improvement of public and firefighter safety. Having said that, the proposed regulations will severely impact volunteer fire departments across Ontario to provide fire protection services due to financial constraints, and due to inability to recruit and retain volunteers. This unfortunately will have a direct impact on public safety and create large gaps in the availability of fire services particularly in Northern Ontario.

Respectfully,



Timothy H. Uttley, C.E.M.C.
Fire Chief

c.c. John Vanthof, MPP
Mayor and Council

Memo

To: Mayor and Council
From: Timothy H. Uttley, Fire Chief/CEMC
Date: March 6, 2018
Subject: Public Comment on Proposed Regulations – Public Reports
Attachments: Appendix 01 – Consultation Draft Public Reports
Appendix 02 – Fire Chief’s Letter of Comment to MCSCS

Mayor and Council:

On February 16, 2018, The Ministry of Community Safety and Correctional Services (MCSCS) released a third draft regulation on public reporting and fire department response times, which is open for public comment until March 18, 2018.

On February 20, 2018 the Office of the Fire Marshal and Emergency Management (OFMEM) issued Bulletin #003/18 notifying all Fire Chiefs that MCSCS is now seeking public input on the proposed regulation under the Fire protection and Prevention Act, 2997.

Although the fire department does appreciate and support the fact that the Ministry is attempting to focus on standardizing data reporting, improving transparency and accountability, we feel that the current process of Ontario’s Standard Incident Reporting framework should be conducted before any legislation on public reporting, such as this, be implemented.

After consultation with staff and other fire departments in northeastern Ontario, we do not support the proposed regulation in its current form. Based on the above, I have prepared a letter of comment to the MCSCS, attached as Appendix 02 and the following is being recommended to Council for consideration:

1. That Council agrees with the comments as outlined in Appendix 02 directs the Fire Chief to submit the Letter of Comment to the MCSCS and to John Vanthof, MPP as presented.

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

Timothy H. Uttley
Fire Chief/CEMC

Christopher W. Oslund
City Manager

Caution:

This consultation draft is intended to facilitate dialogue concerning its contents. Should the decision be made to proceed with the proposal, the comments received during consultation will be considered during the final preparation of the regulation. The content, structure, form and wording of the consultation draft are subject to change as a result of the consultation process and as a result of review, editing and correction by the Office of Legislative Counsel.

CONSULTATION DRAFT

ONTARIO REGULATION

to be made under the

FIRE PROTECTION AND PREVENTION ACT, 1997

PUBLIC REPORTS

Definitions

1. In this Regulation,

“communication centre” means the building or portion of a building that is specifically configured for the primary purpose of providing emergency communications services or public safety answering point services to one or more public safety agencies under the authority or authorities having jurisdiction; (“centre de communications”)

“PSAP” is short for public safety answering point; (“CTSP”)

“public safety answering point” means a facility at which emergency calls are answered.
 (“centre téléphonique de sécurité publique”)

Preparation of public reports

Fire Marshal sends fire department the information

2. (1) The Fire Marshal must give every fire department the information required by Schedule 1, based on the information the Fire Marshal has received through incident reports.

Fire department prepares the public report

(2) Every fire department must prepare a public report setting out,

(a) the information required by Schedule 1; and

(b) any other information the fire department chooses to include.

Fire department may use Fire Marshal's data

(3) The fire department may use the information required by Schedule 1 that the Fire Marshal provided to prepare their public report, or may carry out their own calculations respecting the same time period.

Dissemination of public reports

From fire department to Fire Marshal

3. (1) Every fire department must give their public report to the Fire Marshal no later than 180 days after the Fire Marshal gives the fire department the information.

From fire department to municipality

(2) Every fire department that is authorized to provide fire protection services by a municipality must give their public report to the municipal council before giving its public report to the Fire Marshal.

From fire department to group of municipalities

(3) Every fire department that is authorized to provide fire protection services by a group of municipalities must give their public report to the municipal council of each municipality in the group of municipalities before giving their public report to the Fire Marshal.

Fire Marshal makes public

(4) The Fire Marshal may make the public report available to the public.

Commencement

4. This Regulation comes into force on the later of January 1, 2020 and the day it is filed.

SCHEDULE 1 REQUIRED INFORMATION

Required information, non-volunteer firefighters

1. (1) The public report must set out the following information respecting incidents in which the first emergency response unit that arrives on the scene does not include a volunteer firefighter:

1. For each standard set out in the Table to this section,
 - i. the percentage value of how often the fire department achieves that standard for the corresponding time interval, and
 - ii. the corresponding benchmark percentage value for how often the fire department should achieve that standard.
2. For each time interval set out in the Table to this section that does not have a corresponding standard, the time interval value that the fire department achieves or exceeds 90% of the time.

Exception, information not available

(2) The public report does not have to set out information for items 1, 2, 3, 4 and 8 if the information is not available from the fire department's records.

TABLE

Item	Column 1 Time interval	Column 2 Standard	Column 3 Benchmark
1.	Alarm transfer time: The time interval from the receipt of the emergency alarm at the PSAP until the alarm is first received at the communication centre	30 seconds	95%
2.	Alarm answering time: The time interval that begins when the alarm is received at the communication centre and ends when the alarm is acknowledged at the communication centre	15 seconds	95%
3.	Alarm processing time: The time interval from when the alarm is acknowledged at the communication centre until response information begins to be transmitted via voice or electronic means to emergency response facilities and emergency response units	64 seconds for calls other than the following calls; and 90 seconds for the following calls: 1. Calls requiring emergency medical dispatch questioning and pre-arrival medical instructions	90%

		<p>2. Calls requiring language translation</p> <p>3. Calls requiring the use of a TTY/TDD device or audio/video relay services</p> <p>4. Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units</p> <p>5. Hazardous material incidents</p> <p>6. Technical rescue</p> <p>7. Calls that require determining the location of the alarm due to insufficient information</p> <p>8. Calls received by text message</p>	
4.	Alarm handling time: The time interval from the receipt of the alarm at the primary PSAP until the beginning of the transmittal of the response information via voice or electronic means to emergency response facilities or the emergency response units in the field	No standard; set out the time interval value that the fire department achieves or exceeds 90% of the time	No benchmark
5.	Turnout time: The time interval that begins when the emergency response facilities and emergency response units notification process begins by either an audible alarm or visual annunciation or both and ends at the beginning point of travel time	80 seconds for fire and special operations; 60 seconds for emergency medical services	90%
6.	Travel time: The time interval that begins when a unit is en route to the emergency incident and ends when the unit arrives at the scene	240 seconds for fire suppression; the following standards for the following emergency medical services: 1. 240 seconds for the arrival of a unit with a first responder with an automatic external defibrillator or higher level capability 2. 480 seconds for the arrival of an advanced life support unit, if a first responder with an automatic external defibrillator or basic life support had a travel time of no later than 240 seconds no standard for other services	90%
7.	Initiating action/intervention time: The time interval from when a unit arrives on the scene to the initiation of emergency mitigation	No standard; set out the time interval value that the fire department achieves or exceeds 90% of the time	No benchmark
8.	Total response time: The time interval from the receipt of the alarm at the primary PSAP to when the first emergency response unit is initiating action or intervening to control the incident	No standard; set out the time interval value that the fire department achieves or exceeds 90% of the time	No benchmark

Required information, volunteer firefighters

2. (1) The public report must set out the following information respecting incidents in which the first emergency response unit that arrives on the scene includes at least one volunteer firefighter:

1. For each time interval set out in the Table to this section, the time interval value that the fire department achieves or exceeds 90% of the time.

Exception, information not available

(2) The public report does not have to set out information for items 1, 2, 3, 4 and 8 if the information is not available from the fire department's records.

TABLE

Item	Column 1 Time interval
1.	Alarm transfer time: The time interval from the receipt of the emergency alarm at the PSAP until the alarm is first received at the communication centre
2.	Alarm answering time: The time interval that begins when the alarm is received at the communication centre and ends when the alarm is acknowledged at the communication centre
3.	Alarm processing time: The time interval from when the alarm is acknowledged at the communication centre until response information begins to be transmitted via voice or electronic means to emergency response facilities and emergency response units
4.	Alarm handling time: The time interval from the receipt of the alarm at the primary PSAP until the beginning of the transmittal of the response information via voice or electronic means to emergency response facilities or the emergency response units in the field
5.	Turnout time: The time interval that begins when the emergency response facilities and emergency response units notification process begins by either an audible alarm or visual annunciation or both and ends at the beginning point of travel time
6.	Travel time: The time interval that begins when a unit is en route to the emergency incident and ends when the unit arrives at the scene
7.	Initiating action/intervention time: The time interval from when a unit arrives on the scene to the initiation of emergency mitigation
8.	Total response time: The time interval from the receipt of the alarm at the primary PSAP to when the first emergency response unit is initiating action or intervening to control the incident

MAILING ADDRESS

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OFFICE OF THE FIRE CHIEF

181 Drive-In Theatre Road, Dymond
New Liskeard, ON P0J 1P0
Tel (705) 647-8298
Fax (705) 647-8297

February 26, 2018

To: Ministry of Community Safety and Correctional Services

RE: PUBLIC COMMENT ON THE PROPOSED REGULATIONS FOR PUBLIC REPORTS

Below you will find my comments as Fire Chief for the City of Temiskaming Shores and the Temiskaming Shores Fire Department.

The City of Temiskaming Shores presently maintains and operates a Fire Service through three fire stations located in the former municipalities of Dymond, Haileybury and New Liskeard. The Temiskaming Shores Fire Department is comprised of seventy (70) Volunteer Firefighters and three (3) full-time staff that include a full-time Fire Chief/CEMC, Fire Prevention Officer, and Training Officer.

Our department does appreciate and support the fact that the Ministry is attempting to focus on standardizing data reporting, improving transparency and accountability and clarifying definitions. However, we feel that the current process of Ontario's Standard Incident Reporting framework should be conducted before any legislation on public reporting, such as this, be implemented. It should also be noted also that the current proposed regulation is not reflective of the different types of service delivery within the province.

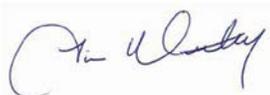
The City of Temiskaming Shores appreciates the opportunity to provide our comments and concerns and trust they will be considered. The following are our additional comments for your consideration:

- That an overhaul of Ontario's Standard Incident Reporting (SIR) framework is completed before any legislation on public reporting, such as this, be implemented. This should include physical visit surveys by the OFMEM, particularly in smaller communities, to assess the many differences in reporting, and different types of service delivery.
- That the Technical Table should reconvene to discuss SIR system improvements and implementation strategies, while the proposed regulation is put on hold. The Technical should also ensure that the broader sector of fire departments within the northeastern region of Ontario is consulted and considered during this process.
- That as part of the overhaul of the SIR system, SIR reporting systems be standardized, and that the necessary funding for these systems and the required training be provided to municipalities by the Ministry.
- There are so many demands being placed on time within the volunteer/composite fire department, that recruiting and retaining volunteers has become one of a municipality's greatest challenges. Should this proposed regulation become mandatory it will place further burdens on the smaller Volunteer/Composite fire departments in regards to time, and unknown additional costs. Currently the OFMEM collects all SIR data. Through an overhaul of Ontario's Standard Incident Reporting (SIR) framework, and the fact the OFMEM collects the required data anyway, would it not lessen the burden to municipalities if the OFMEM complete ant required public reports and share them as they deem necessary.

- It is also our recommendation that MCSCS consider provincial funding for implementation of any new regulation as our Municipality is unable to calculate what costs may be required to carry out this new regulated responsibility. If sufficient funding is not provided to the municipality, the province will be knowingly creating an further additional unfunded mandate on municipalities.

The City of Temiskaming Shores and the Temiskaming Shores Fire Department does appreciate and support the fact that the Ministry is attempting to focus on standardizing data reporting, improving transparency and accountability. Having said that, the proposed regulation will impact the smaller volunteer/composite fire departments across Ontario by increasing financial constraints, and hampering their ability to recruit and retain volunteers. This unfortunately will have a direct impact on public safety and create large gaps in the availability of fire services particularly in Northern Ontario.

Respectfully,



Timothy H. Uttley, C.E.M.C.
Fire Chief

c.c. John Vanthof, MPP
Mayor and Council

Memo

To: Mayor and Council
Cc: Christopher Oslund, City Manager
From: Douglas Walsh, Director – Public Works
Date: March 6, 2018
Subject: Request for Proposals – PW-RFP-002-2018 – Roadway Rehabilitation Services
Attachments: Appendix 01 – Summary of Submissions

Mayor and Council:

Further to direction received from the Public Works Committee on January 18, 2018 and in anticipation of an extensive 2018 Roadway Resurfacing Program, staff prepared and released a Request for Proposals (PW-RFP-002-2018) for the provision of Roadway Rehabilitation Services for various types of roadway treatments. The RFP was based on a common length of one (1) kilometre length per treatment to allow for the Contractors to include all costs associated with providing labor, equipment and materials to perform the work required.

The basis of the Request for Proposals was the Application for Funding, submitted by the City, through the Ontario Community Infrastructure Fund (OCIF) for an extensive program (approximately \$2.8M) in 2018, and to prepare the City for an early start should the application be approved.

2017 OCIF Application Funding Request

Component	Sub-Total	Contingency (5%)	HST (1.76%)	Total
"A"- Armstrong Street	\$ 675,305.00	\$ 32,685.25	\$ 12,479.65	\$ 720,469.90
"B"- Lakeshore / Ferguson	\$ 227,650.00	\$ 11,382.50	\$ 4,206.97	\$ 243,239.47
"C"- Rorke / King	\$ 514,850.00*	\$ 25,742.50	\$ 9,514.43	\$ 550,106.93
"D"- West Road	\$1,179,500.00*	\$ 58,975.00	\$ 21,797.20	\$ 1,260,272.20
Environmental	\$ 2,500.00	\$ 125.00	\$ 50.00	\$ 2,675.00
Project Design & Management	\$ 32,500.00	\$ 375.00	\$ 590.00	\$ 33,465.00
Totals:	\$2,632,305.00	\$ 129,285.25	\$ 48,638.25	\$2,810,228.50

*Includes Materials Cost Estimate

Based on the estimates for the work shown above, the OCIF Application submission was prepared on the following committed and anticipated funding;

Total Project Cost (Incl. Taxes)	\$2,810,230.00
Total Eligible Cost (Net Taxes)	\$2,761,590.00

Amount of Formula Based Funding	\$ 205,197.00
Amount of Provincial Top-Up Funding	\$1,476,068.00
Municipal Contribution	\$1,128,965.00*

*2018 Gas Tax \$677,335.00

*Budgeted Borrowed Funding \$451,630.00

On Thursday February 15, 2018, correspondence (Appendix 01) was received from the Ontario Community Infrastructure Fund (OCIF) 2017 Top-Up Intake, advising that Application OCIF AC4-4021, submitted by the City was unsuccessful in obtaining funding.

On Tuesday February 13, 2018, two (2) submissions were received in response to the RFP prior to the closing time, the results of which are summarized below;

Type of Treatment	Demora Const. Services	Miller Paving Limited
Pulverize Exist. Surface	\$39,177.60	\$67,670.40
Cold Mill Exist. Surface (50mm)	\$95,196.48	\$80,568.48
Hot Mix Asphalt (SuperPave 12.5)	\$319,017.60	\$237,304.32
Surface Treatment (Two Lifts)	\$122,112.00	\$110,536.80
Surface Treatment (Single Lift)	\$36,633.60	\$27,856.80
Crack Routing and Sealing (3000m)	\$16,790.40	\$11,753.28
Chip Sealing	\$17,172.00	\$8,776.80
Slurry Sealing	\$70,596.00	\$57,240.00
Repaint Asphalt Markings	\$5,088.00	\$3,561.60
Granular Base Stabilization	\$213,696.00	\$122,366.40

*** Prices Include Net HST**

With the reduction in anticipated funding it is recommended that Council request that the joint Public Works and Corporate Services Committee's re-visit the 2018 Roadway Resurfacing Program to determine what work can be completed utilizing the estimates provided in the Request for Proposals submitted on February 13th, 2018 and the funding that can be confirmed as available in 2018, reporting back to Council at the March 20th, 2018 Regular Meeting of Council with their recommendations.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Douglas Walsh
Director – Public Works

Christopher W. Oslund
City Manager

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

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

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Rural Programs Branch

February 15, 2018

Our File: OCIF AC4-4021

Christopher Oslund, City Manager
City of Temiskaming Shores
PO Box 2050, 325 Farr Drive
Haileybury, Ontario
P0J 1K0
coslund@temiskamingshores.ca

Dear Christopher Oslund,

Re: Ontario Community Infrastructure Fund (OCIF) Top-Up Application Component – 2017 Intake

Thank you for your application under the 2017 OCIF Top-up Application Component.

I am writing to inform you that the selection process for the 2017 OCIF Top-Up Application Component intake is now complete. Applications were reviewed and assessed based on the criteria outlined in the program guidelines. Following a detailed review of the application and supporting materials you submitted, the 2018 Temiskaming Shores Roads Rehabilitation project was unfortunately not selected for funding. The ministry received hundreds of applications, and at this time, demand for the program exceeds available funding. While this project was not selected for funding under this intake, your municipality will be receiving \$858,251 in formula-based funding from 2018 to 2020 to put towards important local infrastructure projects.

We used an evidence-based approach and relied on the advice of a multi-ministry review team in the assessment process. Projects were assessed primarily on health and safety criticality, as well as demonstrated financial need and completeness of asset management plans.

Staff are available to provide additional details on your project's assessment, including a summary of how your project was assessed and areas of focus that may strengthen future applications. Should you have any questions, please do not hesitate to contact your Project Analyst, Joseph Dubonnet, via email Joseph.Dubonnet@ontario.ca or by calling (519) 826-4164 or 1-877-424-1300.



Good Things
Grow in Ontario
À bonne terre,
bons produits



Ontario is committed to helping small, rural and northern communities address critical infrastructure challenges. This commitment includes increasing the formula-based funding under OCIF to \$200 million per year by 2019 and making approximately \$100 million per year available for annual application intakes.

The 2018 OCIF Top-up Application Component intake is expected to launch this spring. We will be in contact with eligible applicants prior to the launch to provide application submission information.

Thank you for your interest in the OCIF Top-up Application Component.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Locklin', written over a light grey rectangular background.

Joel Locklin
Manager, Infrastructure Renewal Programs

Subject: Annual Compliance and Summary
Water Reports

Report No.: PW-007-2018
Agenda Date: March 6, 2018

Attachments

Appendix 01: New Liskeard Annual Compliance and Summary Water Report 2017

Appendix 02: Haileybury Annual Compliance and Summary Water Report 2017

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-007-2018, more specifically Appendices 01 and 02 being the 2017 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 2017 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;
 - To place an ad in the community bulletin and the City's Facebook page 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-007-2018 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 and New Liskeard. These reports are attached hereto as Appendices 01 and 02.

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) and the City’s Facebook page.

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



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

New Liskeard Drinking Water System

2017 ANNUAL/SUMMARY REPORT

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



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INTRODUCTION

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act* (SDWA) since June 2003. 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.

Section 11 of Regulation 170/03 requires the owner to produce an Annual Report. This report must include the following:

1. Description of system & 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.

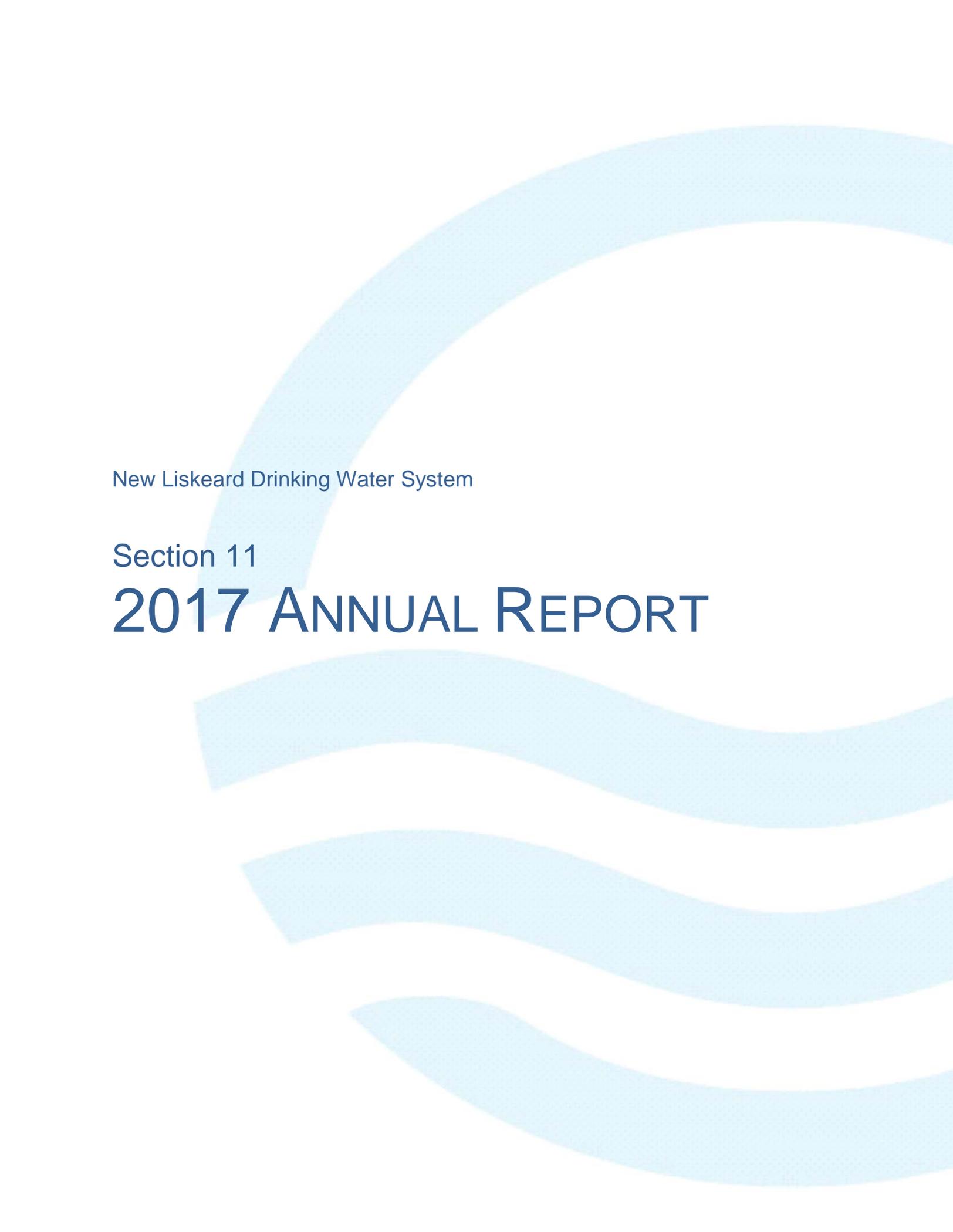
The report must list the requirements of the Act, its regulations, the system's Drinking Water Works Permit (DWWP), Municipal Drinking Water Licence (MDWL), Certificate of Approval (if applicable), and any Provincial Officer Order the system failed to meet during the reporting period. The report must 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 reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2017 Annual/Summary Report.



New Liskeard Drinking Water System

Section 11

2017 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, 2017 to December 31, 2017

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/index.asp>

Location where the 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 2017 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 City’s Facebook page
- Public access/notice via a community bulletin



2.0 NEW LISKEARD DRINKING WATER SYSTEM (DWS No. 220000344)

The New Liskeard Drinking Water System is owned by The Corporation of the City of Temiskaming Shores and consists of a Class 1 water treatment system and a Class 3 water distribution subsystem. The system is a communal ground water well supply that services the community of New Liskeard. The Ontario Clean Water Agency is designated as the Overall Responsible Operator for both the water treatment and water distribution facilities.

Raw Water Supply

The New Liskeard water treatment plant, located at 301 McCamus and is supplied by 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.

Water Treatment

Both wells supply raw water to individual treatment units inside the iron removal plant. Raw water from Well 3 is directed to pressurized filter 1, while the raw water from Well 4 is directed to pressurized filter 2. Each filter consists of gravel and anthrafil, 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.

Water Storage and Pumping Capabilities

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 clear well 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.

Emergency Power

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 on-site at the Shepherdson Street Reservoir and A 275 kW standby diesel generator is available at the Dymond Reservoir in case of power failures.

Distribution System

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 a population of approximately 500 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 meet AWWA and NSF/ANSI standards.

4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM

OCWA is committed to maintaining the assets of the drinking water system and sustains a program of scheduled inspection and maintenance activities using a computerized Work Management System (WMS).

Significant expenses incurred in the drinking water system include the following:

- OCWA became the overall responsible operator and operating authority for the distribution system. Recent upgrades to the distribution system in New Liskeard and



Dymond have resulted in a classification change from a Class 2 to a Class 3,

- OCWA applied for Limited Scope Transitional Accreditation to include the distribution system in the Quality and Environmental Management System. External audit pending,
- Well No. 1 and No. 2 in Dymond were decommissioned,
- Well house for Well No. 1 was removed,
- An NSF approved Ultra Violet treatment system was installed at 399 Radley Hill along with a Kinetico Signature water softener system to treated water before entering the UV system,
- An on-line pH analyzer and an on-line temperature transmitter were installed in the clearwell at the point where CT is met,
- Plans to replace the existing iron removal filtration system began in 2017 -- scheduled for installation in early 2018.

5.0 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, three (3) the adverse water quality incidents were reported to the MOE's Spills Action Centre.

AWQI No. 132265 - Low Chlorine Residual in the Distribution System January 19: A low free chlorine residual of 0.01 mg/L was detected at Manitoulin Transport (399 Radley Road) after running the water for 10 minutes. The Spills Action Center and the local Health Unit were notified and a Boil Water Advisory (BWA) was issued for Manitoulin Transport. The City flushed until the chlorine residual was restored. Bacteriological samples (at the source, upstream and downstream) were collected on January 19th and 20th, 24 hours apart and both sets of samples had no detectable total coliforms or *E. coli*. The BWA was lifted on January 22nd, 2017.

AWQI No. 132548 – Watermain Break/Loss of Primary Disinfection/Boil Water Advisory March 2, 2017: A break occurred on the main water line (300 McCamus Avenue) feeding the Dymond and New Liskeard reservoirs at approximately 0350 hrs. This resulted in a loss of primary disinfection at the water plant (0 mg/L FCR) for approximately 2 hours (from 0444 hrs to 0709 hrs.) The Spills Action Center and the local Health Unit were notified and a precautionary Boil Water Advisory (BWA) was issued for New Liskeard & Dymond (water was still available to hospital and Zone 2). The City conducted the repairs. After the pressure and disinfection were restored, the system was flushed and samples were collected (1 at the point of entry, 2 near the break site and an additional 5 samples in the distribution as requested by the City). All results were acceptable and the BWA was lifted at on Saturday, March 4th at 1730 hours.

AWQI No. 132576 – Watermain Break/Boil Water Advisory March 5, 2017: A watermain break occurred on Lakeshore and Broadwood affecting approximately 115 users. The break was isolated to conduct repairs. The water was shut off for about 7 hour (8 AM to 3 PM). Pipe was



cut into and an air gap was not well maintained (category 2). The local Health Unit was contacted and issued a precautionary Boil Water advisory (BWA) for the affected area. The City conducted repairs, pressure was restored, area was flushed and samples collected. (2 sets of three samples were collected 24 hours apart). All results were acceptable and the BWA was lifted on Tuesday, March 7th at 1545 hours.

6.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

Summary of Microbiological Data

Sample Type	# of Samples	Range of <i>E.coli</i> Results (min to max)	Range of Total Coliform Results (min to max)	# 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 0	0 to 0	N/A	N/A
Treated	52	0 to 0	0 to 0	52	< 10 to 290
Distribution	208	0 to 0	0 to 0	104	< 10 to 70

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

MAC for Total Coliforms = 0 Counts/100 mL

Note: One microbiological sample is collected and tested each week from the raw and treated water supply. A total of four microbiological samples are collected and tested each week from the New Liskeard distribution system. At least 25% of the distribution samples must be tested for HPC bacteria

Refer to *Appendix A* for a monthly summary of microbiological test results.

7.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

Summary of Raw Water Turbidity Data

Parameter	Number of Samples	Range of Results (min to max)	Unit of Measure
Turbidity – Well 3	52	0.08 to 1.02	NTU
Turbidity – Well 4	52	0.09 to 0.61	NTU

Note: Samples required once every month.

Continuous Monitoring in the Treatment Process

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Free Chlorine Residual	8760	0.0* to 5.01	mg/L	CT*

Notes:

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

CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the New Liskeard water plant if the free chlorine residual level drops below 0.40 mg/L to ensure primary disinfection is achieved.



The system failed to provide properly disinfected water to consumers for approximately 2 hours on March 2nd (FCR = 0.0 mg/L) during a major watermain break. The event was reported as an adverse water quality incident (AWQI 132548).

Summary of Chlorine Residual Data in the Distribution System

Number of Samples	Free Chlorine (min to max)	Unit of Measure	Standard
368	0.01* to 1.55	mg/L	≥ 0.05

Notes:

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.

A free chlorine residual tested at Manitoulin Transport (399 Radley Hill Road) was 0.01 mg/L after running the water for 10 minutes. A precautionary Boil Water Advisory was issued. The event was reported as an adverse water quality incident (AWQI 132265).

Summary of Nitrate & Nitrite Data (sampled at the water treatment plant every quarter)

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 9	< 0.1	< 0.03	mg/L	No
April 10	0.66	< 0.03	mg/L	No
July 10	< 0.1	< 0.03	mg/L	No
October 10	< 0.1	< 0.03	mg/L	No

Maximum Allowable Concentration (MAC) for Nitrate = 10 mg/L

MAC for Nitrite = 1 mg/L

Summary of Total Trihalomethane Data (sampled in the distribution system every quarter)

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 9	76.1	ug/L		
April 10	37	ug/L		
July 10	26.8	ug/L	51.4	No
October 10	65.7	ug/L		

Maximum Allowable Concentration (MAC) for Total Trihalomethanes = 100 ug/L (Four Quarter Running Average)

Haloacetic Acid (HAAs) Sampling and Testing Required under Schedule 13-6.1

New sampling requirements for Haloacetic Acids (HAAs) came into effect on January 1st, 2017. At least one distribution must sample taken in each calendar quarter, from a point in the drinking water system’s distribution system, or plumbing that is likely to have an elevated potential for the formation of HAAs.

The maximum allowable concentration (MAC) of 80 ug/L is effective January 1st, 2020 and is based on a running annual average of quarterly results (similar to THMs). Results that exceed



the MAC must be reported as an adverse water quality incident (AWQI) starting January 1st, 2020. HAA results for 2017 are summarized below.

Summary of Total Haloacetic Acid Data (sampled in the distribution system)

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 9	27	ug/L		
April 10	40	ug/L		
July 10	< 8	ug/L	< 27	N/A
October 10	32.9	ug/L		

Summary of Most Recent Lead Data under Schedule 15.1

(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 three distribution samples collected during the periods of December 15 to April 15 (winter period) and June 15 to October 15 (summer period). This testing is required in every 12-month period with lead testing in every third 12-month period.

Two rounds of alkalinity and pH testing were carried out on April 11th and October 13th of 2017. Results are summarized in the table below.

Summary of pH & Alkalinity Data (sampled in the distribution system)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)
April 11	3	6.21 to 7.21	3.3 to 5.8	215 to 235
October 13	3	7.1 to 7.5	13 to 14	226 to 240

Note: Next lead sampling scheduled for April and October 2018

Most Recent Schedule 23 Inorganic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	< 1	ug/L	25	No	No
Barium	108	ug/L	1000	No	No
Boron	116	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	< 1	ug/L	50	No	No



Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Mercury	< 0.1	ug/L	1	No	No
Selenium	< 1	ug/L	50	No	No
Uranium	< 1	ug/L	20	No	No

Note: Sample required every 36 months (sample date = *October10, 2017*). Next sampling scheduled for October 2020

Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.2	ug/L	5	No	No
Atrazine + N-dealkylated metabolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.2	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.005	ug/L	0.01	No	No
Bromoxynil	< 0.09	ug/L	5	No	No
Carbaryl	< 1	ug/L	90	No	No
Carbofuran	< 1	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.2	ug/L	90	No	No
Diazinon	< 0.2	ug/L	20	No	No
Dicamba	< 0.08	ug/L	120	No	No
1,2-Dichlorobenzene	< 0.2	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.2	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1	ug/L	50	No	No
2-4 Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.08	ug/L	100	No	No
Diclofop-methyl	< 0.08	ug/L	9	No	No
Dimethoate	< 0.2	ug/L	20	No	No
Diquat	< 0.6	ug/L	70	No	No
Diuron	< 6	ug/L	150	No	No
Glyphosate	< 20	ug/L	280	No	No
MCPA	< 10	ug/L	100	No	No
Malathion	< 0.2	ug/L	190	No	No
Metolachlor	< 0.1	ug/L	50	No	No
Metribuzin	< 0.1	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	< 0.3	ug/L	10	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.1	ug/L	2	No	No



Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Picloram	< 0.08	ug/L	190	No	No
Polychlorinated Biphenyls (PCBs)	< 0.06	ug/L	3	No	No
Prometryne	< 0.06	ug/L	1	No	No
Simazine	< 0.2	ug/L	10	No	No
Terbufos	< 0.1	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6-Tetrachlorophenol	< 0.3	ug/L	100	No	No
Triallate	< 0.1	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
Trifluralin	< 0.1	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

Note: Sample required every 36 months (sample date = October 10, 2017). Next sampling scheduled for October 2020

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	# of Samples	Result Value	Unit of Measure	Standard	Exceedance
October 7, 2013	1	16.2	mg/L	20	Yes

Note: Sample required every 60 months. Next sampling scheduled for October 2018.

Most Recent Fluoride Data at the Water Treatment Plant

Date of Sample	# of Samples	Result Value	Unit of Measure	Standard	Exceedance
October 7, 2013	1	0.76	mg/L	1.5	No

Note: Sample required every 60 months. Next sampling scheduled for October 2018.

Additional Testing Performed in Accordance with a Legal Instrument

Schedule D, Section 2.0 of Municipal Drinking Water Licence #218-103 issued on August 15, 2016 provides relief from regulatory requirements Schedule 1-2(2) and 16-3(1)4 which states that:



Notwithstanding the provisions of Ontario Reg. 170/03, the Owner is not required to comply with the following:

- The free chlorine residual at 399 Radley Hill Road is never less than 0.05 mg/L.
- A result indicating that the free chlorine residual is less than 0.05 mg/L in a sample of drinking water at 399 Radley Hill Road is an adverse result of a drinking water test for the purpose of section 18 of the Ontario Safe Drinking Water Act (SDWA, 2002) if a report under subsection 18(1) of the SDWA has not been made in respect of free chlorine residual in the preceding 24 hours.

In exchange, the following conditions apply:

- An ultraviolet light (UV) point of entry treatment unit owned or leased by the owner of the system is connected to the plumbing of every building and other structure that is served by the drinking water system at 399 Radley Hill Road.
- The UV unit(s) is validated through biosimetry testing for a dose of **40 mJ/cm²**.
- In the event that the UV unit malfunctions, loses power or ceases to provide the appropriate level of disinfection:
 - The UV unit has a feature that ensures that no water is directed to users of water treated by the unit and a certified operator takes appropriate action at the location where the unit is installed if such an event occurs before water is again directed to users of water treated by the unit, or
 - The UV unit has a feature that causes an alarm to sound immediately at the building or structure where the point of entry treatment unit is installed and a location where a certified operator is present, if a certified operator is not always present at the building or structure where the point of entry treatment unit is installed. If an alarm sounds, a certified operator must take appropriate action as soon as possible.

Ultraviolet Dosage

UV System	# of Samples	Range of Results <i>(min to max)</i>	Unit of Measure	Limit
UV Unit	67	54 to 588	mJ/cm ²	40



New Liskeard Drinking Water System

Schedule 22

2017 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)	218-203-3 (issued April 21, 2017)
Permit to Take Water (PTTW)	4417-AF2JAM (issued November 2, 2016)
Reporting Period	January 1, 2017 to December 31, 2017

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 during the 2017 reporting period:

Drinking Water Legislation	Requirement(s) the System Failed to Meet	Duration	Corrective Action(s)	Status
Schedule 1,1-2(2) of O. Reg. 170/03	The system failed to provide properly disinfected water to users during a watermain break/repair for approximately 2 hours on March 2 nd . The local Health Unit issued boil water advisory (BWA) was issued for the affected area until March 4 th .	March 2, 2017 from 0444 to 0709 hrs.	The City conducted repairs. After the pressure and disinfection were restored, the system was flushed and samples were collected (1 at the point of entry, 2 near the break site and an additional 5 samples in the distribution). All results were acceptable and the BWA was lifted at on March 4 th at 1730 hours. This event was reported as an adverse water quality incident (AWQI No. 132548)	Complete
Schedule 1,1-2(2)4 of O. Reg. 170/03	The system failed 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. A low free chlorine residual of 0.01 mg/L was detected at Manitoulin Transport (399 Radley Road) on January 19 th .	January 19, 2017 at 0950 hrs.	The City flushed until the chlorine residual was restored. Bacteriological samples (at the source, upstream and downstream) were collected on January 19 th and 20 th , 24 hours apart. Both sets of samples had no detectable total coliforms or <i>E. coli</i> . The BWA was lifted on January 22 nd , 2017.	Complete



Drinking Water Legislation	Requirement(s) the System Failed to Meet	Duration	Corrective Action(s)	Status
	The local Health Unit issued boil water advisory (BWA) was issued for the Manitoulin Transport until January 22 nd .			

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 flow monitoring equipment identified in the MDWL is present and operating as required. These flow meters are calibrated on an annual basis as specified in the manufacturers' instructions.

Water Usage

The following Water Usage Tables summarize the quantities and flow rates of water taken and produced during the 2017 reporting period, including average monthly volumes, maximum monthly volumes, total monthly volumes and maximum flow rates.

Raw Water

2017 - 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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m ³)	42910	39299	43003	44351	45740	48850	37849	39182	42660	44990	37100	44108	510044
Average Volume (m ³ /d)	1384	1404	1387	1478	1476	1628	1221	1264	1422	1451	1237	1470	1402
Maximum Volume (m ³ /d)	2288	2357	3176	2286	2496	3297	3092	1840	2391	2654	1724	2641	3297
PTTW - Maximum Allowable Volume (m ³ /day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	3034	3373	2765	2711	2749	2751	2765	2747	2772	2738	2740	2722	3373
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500



Well No. 4

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m ³)	48871	42770	53054	43621	46680	50495	66331	49266	48946	51316	43933	41115	586397
Average Volume (m ³ /d)	1577	1528	1711	1454	1506	1683	2140	1589	1632	1655	1464	1371	1609
Maximum Volume (m ³ /d)	2904	2093	2848	2309	2912.5	3113	3229	2713	2660	3215	2205	2047	3229
PTTW - Maximum Allowable Volume (m ³ /day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	3145	2792	2774	2759	2794	3353	2759	2758	2769	2792	2767	2758	3353
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500

The system’s Permit to Take Water #4417-AF2JAM, issued November 2, 2016, allows the City to withdraw water at the following rates:

Well No. 3: 4000 m³/day / 4,500 L/minute

Well No. 4: 4000 m³/day / 4,500 L/minute

Total Combined Daily Volume: 8000 m³/day

A review of the raw water flow data indicates that the total daily volume of water taken from each well never exceeded the allowable limits. The maximum water taking from Well No. 3 was 3297 m³ on June 14th and Well No. 4 was 3229 m³ on July 30th.

Well No. 3 and Well No. 4 operated within their allowable flow rates having a maximum flow rate of 3337 and 3353 L/minute respectively.

Treated Water

2017 - 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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m ³)	89954	79910	94110	85670	90332	96957	102612	86897	90239	94868	80038	83892	1075480
Average Volume (m ³ /d)	2902	2854	3036	2856	2914	3232	3310	2803	3008	3060	2668	2796	2953
Maximum Volume (m ³ /d)	3151	3129	4511	3061	3606	4245	4064	3450	3475	4107	2878	3115	4511
MDWL - Rated Capacity (m ³ /day)	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865

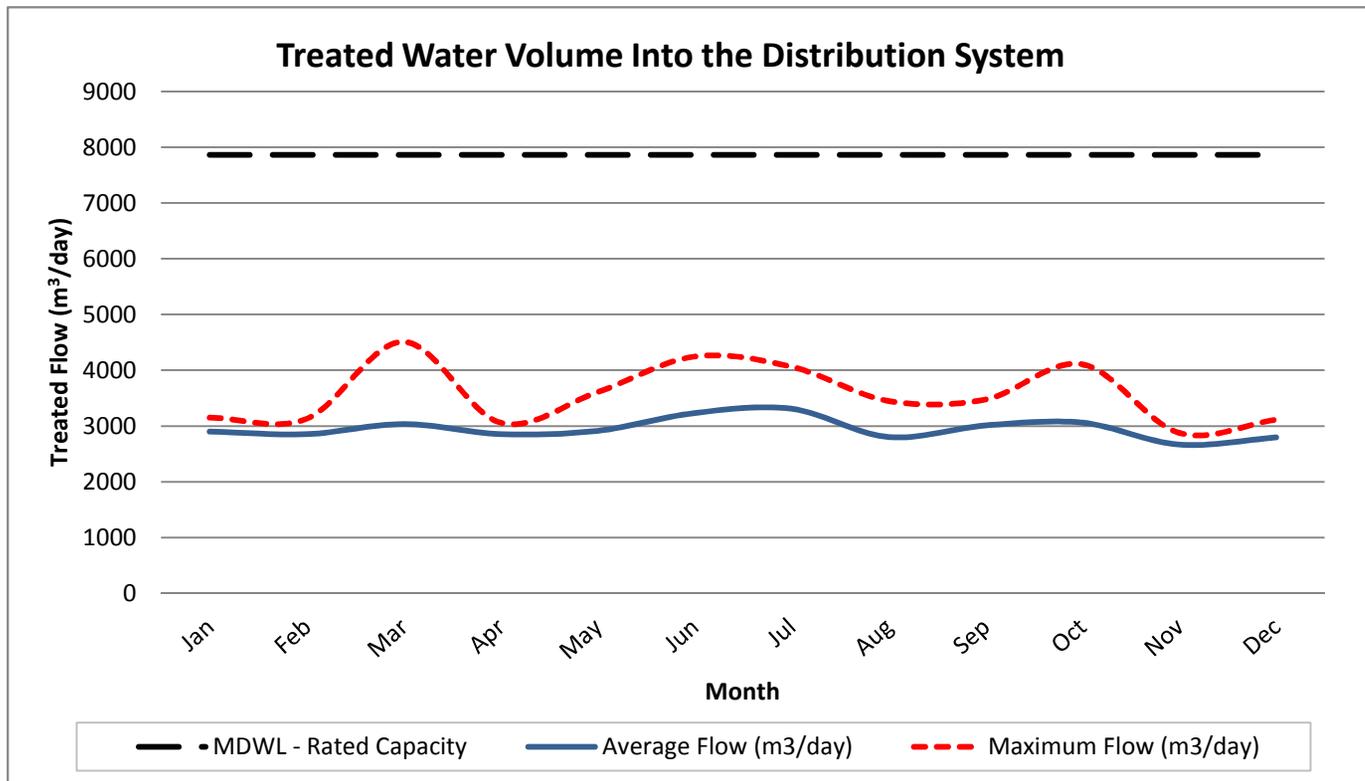
Schedule C, Section 1.0 (1.1) of MDWL No. 274-101 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system shall not exceed 7865 m³ on any calendar day. The New Liskeard DWS complied with this limit having a recorded maximum volume of 4511 m³/day on March 2nd, which represents 57.4 % of the rated capacity.



The following table and graph (Figure 1) compares 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: 2017 - 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)	2902	2854	3036	2856	2914	3232	3310	2803	3008	3060	2668	2796
Maximum Flow (m ³ /day)	3151	3129	4511	3061	3606	4245	4064	3450	3475	4107	2878	3115
MDWL - Rated Capacity	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865
% Rated Capacity	40	40	57	39	46	54	52	44	44	52	37	40





Summary of System Performance

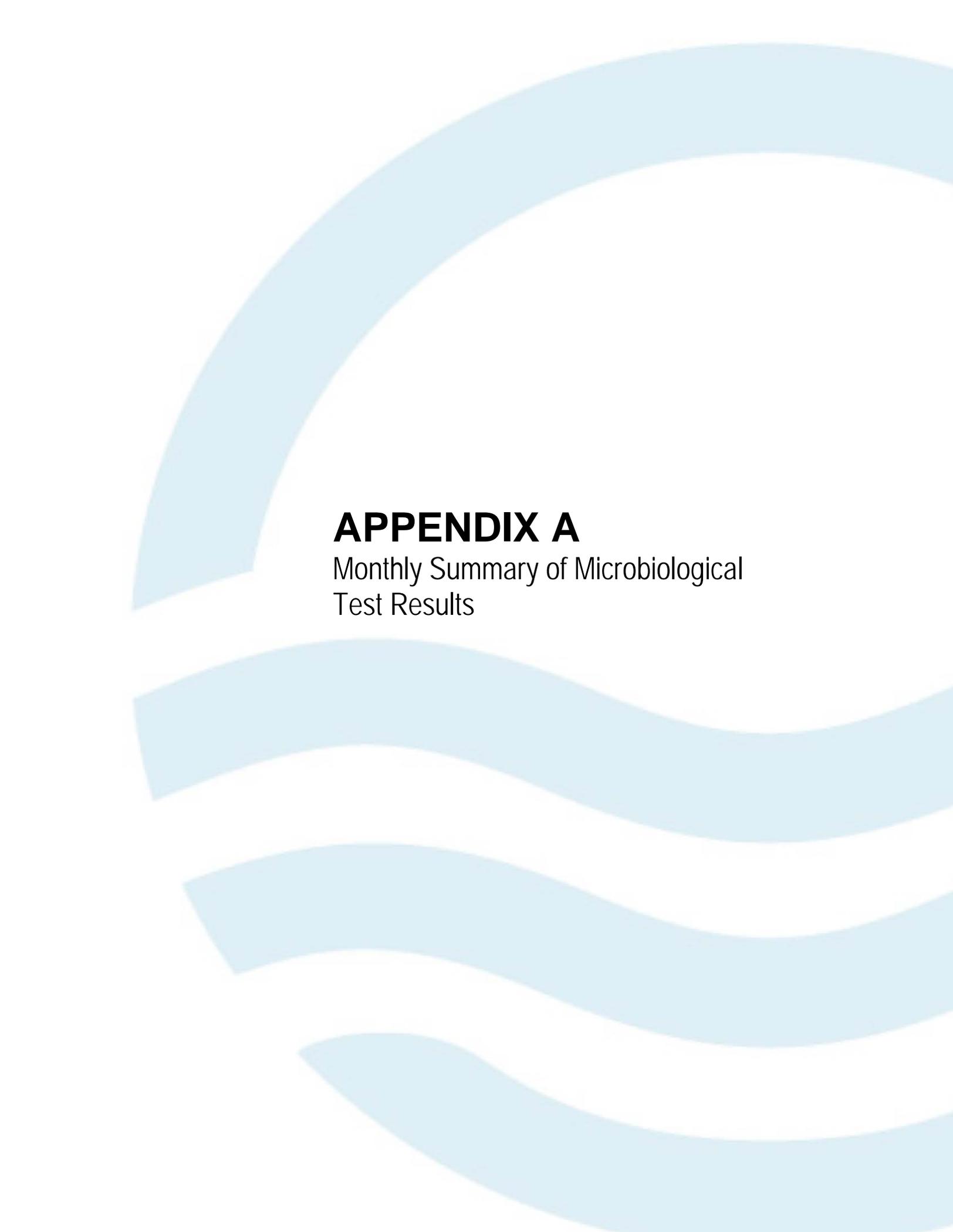
The following information is provided to enable the Owner to assess the capability of the system to meet existing and future water usage needs:

Rated Capacity of the Plant (MDWL)	7865 m ³ /day	
Average Daily Flow for 2017	2953 m ³ /day	37.5 % of the rated capacity
Maximum Daily Flow for 2017	4511 m ³ /day	57.4 % of the rated capacity
Total Treated Water Produced in 2017	1,075,480 m ³	

CONCLUSION

In 2017, 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 licence while meeting the community's demand for water use.



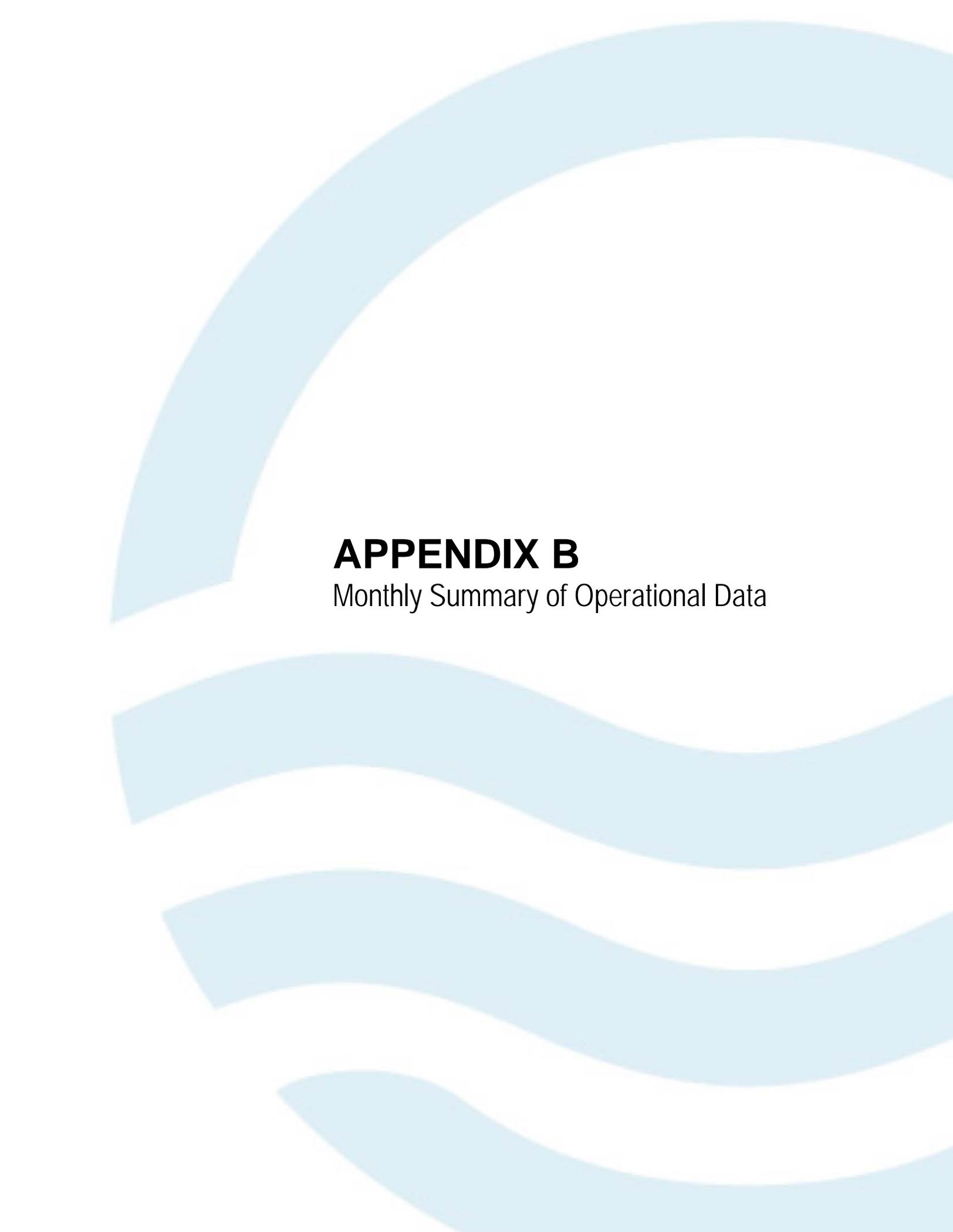
APPENDIX A

Monthly Summary of Microbiological
Test Results

**NEW LISKEARD DRINKING WATER SYSTEM
SUMMARY OF MICROBIOLOGICAL TEST RESULTS**

Facility Works Number: 220000344
 Facility Owner: Municipality: City of Temiskaming Shores
 Facility Classification: Class 1 Water Treatment

RAW WATER	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017	12/2017	Total	Avg	Max	Min
Well 3 / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 3 / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 4 / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 4 / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
TREATED WATER																
Treated Water POE / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water POE / E. Coli: EC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water POE / HPC - cfu/mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	< 10	< 10	< 10	< 10	290	< 10	< 10	< 10	< 10	< 10	< 10	< 10			290	
Mean Lab	< 10	< 10	< 10	< 10	66	< 10	< 10	< 10	< 10	< 10	< 10	< 10	<	15		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
DISTRIBUTION WATER																
1st Bacti / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
1st Bacti / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti / HPC - cfu/mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10			<	10
Mean Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	<	10		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
3rd Bacti / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
3rd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti / Total Coliform: TC - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti / E. Coli - cfu/100mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti / HPC - cfu/mL																
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	20	< 10	< 70	< 10	< 10			70	
Mean Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 15	< 10	< 22	< 10	< 10	<	12		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10



APPENDIX B

Monthly Summary of Operational Data

**NEW LISKEARD DRINKING WATER SYSTEM
SUMMARY OF OPERATIONAL RESULTS**

Facility Works Number: 220000344
 Facility Owner: Municipality: City of Temiskaming Shores
 Facility Classification: Class 1 Water Treatment

RAW WATER	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017	12/2017	Total	Avg	Max	Min
Well 3 / Turbidity - NTU																
Count IH	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max IH	0.41	0.41	0.62	0.34	0.63	0.47	1.02	0.9	0.4	0.32	0.38	0.41			1.02	
Mean IH	0.336	0.33	0.435	0.225	0.484	0.283	0.44	0.507	0.183	0.272	0.323	0.355		0.35		
Min IH	0.26	0.24	0.32	0.12	0.33	0.1	0.15	0.12	0.08	0.15	0.27	0.29				0.08
Well 4 / Turbidity - NTU																
Count IH	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max IH	0.57	0.42	0.61	0.51	0.4	0.37	0.5	0.43	0.34	0.47	0.58	0.42			0.61	
Mean IH	0.47	0.353	0.5	0.375	0.318	0.228	0.334	0.238	0.227	0.292	0.425	0.397		0.347		
Min IH	0.32	0.3	0.39	0.27	0.25	0.1	0.14	0.1	0.09	0.19	0.31	0.35				0.09
TREATED WATER																
Treated Water POE / Cl Residual: Free (0.40 mg/L) - mg/L																
Max OL	1.85	1.16	5.01	1.91	1.66	1.6	1.95	1.45	2.1	4.26	4.21	4.96			5.01	
Mean OL	0.964	0.865	0.919	1.118	1.087	1.106	1.395	1.152	1.143	1.367	1.312	1.404		1.153		
Min OL	0.6	0.6	0	0.51	0.35	0.45	0.3	0.55	0.7	0.76	0.85	0.4				0
DISTRIBUTION WATER																
1st Residual / Cl Residual: Free - mg/L																
Count IH	10	9	11	8	9	9	9	9	8	8	9	7	106			
Max IH	1.22	0.96	0.93	0.85	0.89	0.88	1.36	1.02	0.91	1.06	0.89	1.43			1.43	
Mean IH	0.78	0.602	0.71	0.761	0.67	0.764	0.879	0.681	0.727	0.758	0.694	0.943		0.743		
Min IH	0.01	0.21	0.34	0.72	0.27	0.59	0.63	0.36	0.43	0.26	0.34	0.28				0.01
2nd Residual / Cl Residual: Free - mg/L																
Count IH	10	8	11	8	9	9	9	9	8	8	9	7	105			
Max IH	1.12	1.01	1.18	1.02	0.9	0.9	1.34	1.1	98	0.96	0.97	1.24			98	
Mean IH	0.704	0.804	0.772	0.709	0.694	0.592	0.837	0.777	12.883	0.636	0.71	0.787		1.655		
Min IH	0.19	0.51	0.27	0.42	0.32	0.31	0.39	0.47	0.47	0.22	0.28	0.21				0.19
3rd Residual / Cl Residual: Free - mg/L																
Count IH	9	8	11	8	9	9	9	9	8	7	9	7	103			
Max IH	1.48	1.01	1.01	1.18	0.9	1.11	1.41	1.03	0.89	0.91	1.26	1.55			1.55	
Mean IH	0.738	0.648	0.733	0.77	0.719	0.61	0.683	0.672	0.698	0.79	0.764	1.14		0.74		
Min IH	0.41	0.34	0.33	0.19	0.49	0.22	0.19	0.35	0.54	0.68	0.32	0.68				0.19
4th Residual / Cl Residual: Free - mg/L																
Count IH	6	4	6	4	5	4	5	4	4	5	3	4	54			
Max IH	1.08	0.6	1.2	0.86	0.72	1.07	0.94	1	0.9	1.09	0.94	1.54			1.54	
Mean IH	0.67	0.472	0.697	0.758	0.592	0.76	0.764	0.813	0.838	0.782	0.693	1.09		0.739		
Min IH	0.39	0.38	0.39	0.64	0.28	0.6	0.54	0.54	0.78	0.23	0.54	0.5				0.23

Notes:

The system failed to provide properly disinfected water to consumers for approximately 3 hours on March 2nd (FCR = 0.00 mg/L) during a watermain break. The event was reported as an adverse water quality incident (AWQI 132548)
 Boil Water Advisory issued at Manitoulin Transport (399 Radley Hill) when the free chlorine residual tested was 0.01 mg/L after running the water for 10 minutes. The event was reported as an adverse water quality incident (AWQI 132265).



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

Haileybury Drinking Water System

2017 ANNUAL/SUMMARY REPORT

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



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INTRODUCTION

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act* (SDWA) since June 2003. 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 reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2017 Annual/Summary Report.



Haileybury Drinking Water System

Section 11

2017 ANNUAL REPORT



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, 2017 to December 31, 2017

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/index.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 POJ 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 2017 Annual/Summary 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 City’s Facebook page
- Public access/notice via a community bulletin
- Public access/notice via a newspaper



2.0 HAILEYBURY DRINKING WATER SYSTEM (DWS No. 210000309)

The Haileybury Drinking Water System is owned by the Corporation of the City of Temiskaming Shores and consists of a Class 3 water treatment subsystem and a Class 2 water distribution subsystem. It is a surface water system that services the Town of Haileybury. The Ontario Clean Water Agency is designated as the Overall Responsible Operator for both the water treatment and water distribution facilities.

Raw Water Supply

The water treatment plant, located at 322 Browning Street obtains its raw water from Lake Temiskaming. A 197 m long, 450 mm diameter raw water intake pipe extends 168 m into the lake. The intake structure is an upturned bell inside a cribbed structure. The intake is approximately 12.5 m below the low recorded water level and 2 m above the lake bottom.

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 flow meter is located in the water treatment plant to monitor raw water flows.

Water Treatment

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 blower 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 and pH adjusted with soda ash before entering the dual celled clearwell. Three high lift pumps are located at the end of the clearwell, where a magnetic flow meter is used to measure flow on the discharge main. In a separate room, with outside access only, a gas chlorine system equipped with automatic switchover is used for post-filtration chlorination in the clearwell.

Water Storage

The water is then directed from the clearwell to an off-site reservoir. The Niven Street reservoir is a baffled contact tank consisting of two chambers that provide sufficient chlorine contact time to meet CT requirements. An ammonium sulphate dosing system is used to chloramine the treated water before being gravity fed or pumped to the distribution system by three high lift pumps equipped with variable frequency drives (VFDs).



Emergency Power

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.

Distribution System

The Haileybury drinking water system is classified as a Large Municipal Residential Drinking Water System that provides water to a population of approximately 4,200 residents. The distribution system has approximately 1912 service connections and is comprised of various pipe materials including 4" - 12" cast iron with lead joints or ductile iron, 10" and 12" asbestos cement, and PVC with mechanical joints.

The system consists of four pressure zones. Zone 1 is a gravity fed area in downtown Haileybury, Zone 2 is an intermediate pressure region located at higher elevations along the west side of Haileybury, Zone 3 is an controlled pressure system which is fed off of the high pressure system and is located in the central part of Haileybury and North Cobalt and Zone 4 is a high pressure zone in North Cobalt. The water distribution piping system is continuous between the four identified pressure zones; however the various zones are isolated from each other via closed valves.

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 meet AWWA and NSF/ANSI standards.

4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM

OCWA is committed to maintaining the assets of the drinking water system and sustains a program of scheduled inspection and maintenance activities using a computerized Work Management System (WMS).

Significant expenses incurred in the drinking water system include the following:

Drinking Water System

- OCWA became the overall responsible operator and operating authority for the distribution system,



- OCWA applied for Limited Scope Transitional Accreditation to include the distribution system in the Quality and Environmental Management System. External audit pending.

Water Treatment Plant

- Completed PLC/MCC upgrades at the water treatment plant and the Niven Street pumping station,
- Replaced 2 polymer pumps & installed 2 new polymer pumps to feed each flocculation basin.

Niven Street Pumping Station

- Replaced the discharge header for the high pressure/intermediate pressure zones with two headers, one to feed the high pressure zone in North Cobalt, and one to feed the pressure zone in Haileybury which also provides water to the intermediate zone,
- Replaced one 6" flow meter with a 12" flow meter and installed a second 12 " flow meter on the discharger headers at the station,
- Installed 2 pressure reducing valves, one located on the discharger header for the intermediate pressure zone and one located on the discharger header for the high pressure zone to North Cobalt,
- Installed a new 50 hp high lift pump (not in-service),
- Replaced a manually operated de-sludge valve on the sedimentation tank with an automatically operated valve,
- Replaced a Milltronics Probe level indicator with a Milltronics 100 level indicator in the pump chamber,
- Replaced security hatches on clearwells (located outside of plant),
- Installed approximately 201 km of dedicated 300mm diameter feedermain complete with air release valves and pressure reducing valves to supply North Cobalt.

5.0 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) adverse water quality incidents were reported to the MOE's Spills Action Centre.

AWQI No. 132410 – Total Coliforms, February 15: One (1) Total coliform was detected in a drinking water sample collected in the Haileybury distribution system (275 View Street - a dead end) on February 13th. Re-samples were collected (2 upstream and one at the source) on February 15th. Re-sample results indicated no detectable total coliforms, *E.coli* or HPC. Incident was resolved on February 21st.



AWQI No. 136573 – Unable to Prove Primary Disinfection for a Short Duration, September 9:

The free chlorine residual dropped to zero for approximately 12 minutes due to analyzer malfunction. Operator investigated the issue and discovered possible air in analyzer. Operator monitored analyzer to ensure primary disinfection was achieved. Incident was resolved on September 9th.

AWQI No. 136574 – Unable to Prove Primary Disinfection for a Short Duration, September 10:

The free chlorine residual dropped to zero for approximately 12 minutes due to analyzer malfunction. Instrumentation Technician was called in to investigate the issue and changed the colourmetric cell in the analyzer. On-call operator monitored analyzer to ensure normal operations. Incident was resolved on September 10th.

AWQI No. 137331 – Sodium, October:

Sodium adverse result of 23.9 mg/L (limit = 20 mg/L) collected from the treated water at the plant on October 10th. The Ministry’s Spill’s Action Center (SAC) and the local Health Unit were notified. A re-sample was collected on October 18th (re-sample result = 21 mg/L). The Health Unit was notified of the result and the incident resolved on October 27th.

6.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

Summary of Microbiological Data

Sample Type	# of Samples	Range of <i>E.coli</i> Results (min to max)	Range of Total Coliform Results (min to max)	# of HPC Samples	Range of HPC Results (min to max)
Raw	52	0 to 18 (NDOGT/N)	2 to 750 (NDOGT/N)	N/A	N/A
Treated	52	0 to 0	0 to 1*	52	< 10 to 1030
Distribution	156	0 to 0	0 to 27	52	< 10 to 20

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

MAC for Total Coliforms = 0 Counts/100 mL

NDOGT = No Data, Overgrown with Target

NDOGN = No Data, Overgrown with Non-Target

“<” denotes less than the laboratory’s method detection limit.

Notes:

One microbiological sample is collected and tested each week from the raw and treated water supply. A total of three microbiological samples are collected and tested each week from the Haileybury distribution system. At least 25% of the distribution samples must be tested for HPC bacteria.

*August 8th – One (1) Total Coliform was detected in a sample collected in the distribution system (AWQI No. 132410).



7.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

Continuous Monitoring in the Treatment Process

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Turbidity (Filter 1)	8760	0.028 to 1	NTU	≤ 1.0 (cannot exceed 1.0 NTU for more than 15 min.)
Turbidity (Filter 2)	8760	0.015 to 1	NTU	
Turbidity (Filter 3)	8760	0.025 to 1	NTU	
Free Chlorine (Reservoir)	8760	0.0* to 2.82	mg/L	CT*

Notes: For continuous monitors 8760 is used as the number of samples.

Effective backwash procedures, including filter to waste and automatic filter shut down features are in place to ensure that the effluent turbidity requirements as described in the Filter Performance Criteria are met all times. Filters will backwash if turbidity reaches 0.7 NTU and will shut down at 1.0 NTU.

CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the Haileybury water plant if the free chlorine residual level drops below 0.20 mg/L to ensure primary disinfection is achieved.

September 9 & 10 – Free chlorine residual fell to 0.0 mg/L due to analyzer malfunction. Colourmetric cell was replaced and issue resolved. (AWQI No. 136573 & 136574)

Summary of Chlorine Residual Data in the Distribution System

Parameter	No. of Samples	Range of Results (min to max)	Unit of Measure	Standard
Combined Chlorine Residual	370	0.25 to 2.10	mg/L	≥ 0.25 and < 3.0

Note: A total of seven operational checks for chlorine residual in the distribution system are collected each week. Four (4) samples are tested one day and three (3) on a second day. The sample sets are collected at least 48-hours apart and samples collected on the same day are from different locations.

Refer to *Appendix B* for a monthly summary of the above operational data.

Summary of Nitrate & Nitrite Data (sampled at the water treatment plant)

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 9	0.30	<0.03	mg/L	No
April 10	0.35	<0.03	mg/L	No
July 10	0.26	<0.03	mg/L	No
October 10	0.32	<0.03	mg/L	No

Maximum Allowable Concentration (MAC) for Nitrate = 10 mg/L
MAC for Nitrite = 1 mg/L



Summary of Total Trihalomethane Data (sampled in the distribution system every quarter)

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 9	66	ug/L		
April 10	43	ug/L	73.0	No
July 10	89.8	ug/L		
October 10	93.2	ug/L		

Maximum Allowable Concentration (MAC) for Total Trihalomethanes = 100 ug/L (Four Quarter Running Average)

Summary of Total Haloacetic Acid Data (sampled in the distribution system every quarter)

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 9	30	ug/L		
April 10	65	ug/L	17.7	N/A
July 10	23.3	ug/L		
October 10	46.5	ug/L		

Summary of Most Recent Lead Data under Schedule 15.1

(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 three distribution samples collected during the periods of December 15 to April 15 (winter period) and June 15 to October 15 (summer period). This testing is required in every 12-month period with lead testing in every third 12-month period.

In 2017, the Haileybury Drinking Water System completed a 12-month period of the lead testing. Two rounds of lead, alkalinity and pH testing were conducted on April 11th and October 13th. Results are summarized in the table below.

Lead Data (sampled in the distribution system)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
April 11	3	6.89 to 6.99	2.4 to 2.8	37.1 to 40.3	< 0.1 to 2.37
October 13	3	7.10 to 7.20	13 to 15	37.8 to 42.8	< 0.1 to 0.39

Note: Next lead sampling scheduled for April and October 2020



Most Recent Schedule 23 Inorganic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	1.1	ug/L	25	No	No
Barium	7.9	ug/L	1000	No	No
Boron	4.7	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	< 1	ug/L	50	No	No
Mercury	< 0.1	ug/L	1	No	No
Selenium	< 1	ug/L	50	No	No
Uranium	< 1	ug/L	20	No	No

Note: Sample required every 12 months (sample date = October 10, 2017)

Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.2	ug/L	5	No	No
Atrazine + N-dealkylated metabolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.2	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.005	ug/L	0.01	No	No
Bromoxynil	< 0.09	ug/L	5	No	No
Carbaryl	< 1	ug/L	90	No	No
Carbofuran	< 1	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.2	ug/L	90	No	No
Diazinon	< 0.2	ug/L	20	No	No
Dicamba	< 0.08	ug/L	120	No	No
1,2-Dichlorobenzene	< 0.2	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.2	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1	ug/L	50	No	No
2-4 Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.08	ug/L	100	No	No
Diclofop-methyl	< 0.08	ug/L	9	No	No
Dimethoate	< 0.2	ug/L	20	No	No
Diquat	< 0.6	ug/L	70	No	No
Diuron	< 6	ug/L	150	No	No
Glyphosate	< 20	ug/L	280	No	No
MCPA	< 10	ug/L	100	No	No



Most Recent Schedule 24 Organic Data Tested at the Water Treatment Plant

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Malathion	< 0.2	ug/L	190	No	No
Metolachlor	< 0.1	ug/L	50	No	No
Metribuzin	< 0.1	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	< 0.3	ug/L	10	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.1	ug/L	2	No	No
Picloram	< 0.08	ug/L	190	No	No
Polychlorinated Biphenyls (PCBs)	< 0.06	ug/L	3	No	No
Prometryne	< 0.06	ug/L	1	No	No
Simazine	< 0.2	ug/L	10	No	No
Terbufos	< 0.1	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6-Tetrachlorophenol	< 0.3	ug/L	100	No	No
Triallate	< 0.1	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
Trifluralin	< 0.1	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

Note: Sample required every 12 months (sample date = October 10, 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 Sampled at the Water Treatment Plant

Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 10, 2017	1	23.9	mg/L	20	Yes
October 18, 2017 (resample)	1	21.0	mg/L	20	Yes

Note: Sample required every 60 months. Next sampling scheduled for October 2022.

The aesthetic objective for sodium in drinking water is 200 mg/L at which it can be detected by a salty taste. It is required that the local Medical Officer of Health be notified when the concentration exceeds 20 mg/L so that persons on sodium restricted diets can be notified by their physicians. The adverse sodium result was reported to the Ministry’s SAC and the



Timiskaming Health Unit on October 16, 2017 as required under Schedule 16 of O. Reg. 170/03 (AWQI# 137331).

Most Recent Fluoride Data Sampled at the Water Treatment Plant

Date of Sample	Number of Samples	Result Value	Unit of Measure	MAC	Exceedance
October 10, 2017	1	0.1	mg/L	1.5	No

Note: Sample required every 60 months. Next sampling scheduled for October 2022.

Additional Testing Performed in Accordance with a Legal Instrument.

No additional sampling and testing was required for the Haileybury Drinking Water System during the 2017 reporting year.



Haileybury Drinking Water System

Schedule 22

2017 SUMMARY REPORT FOR MUNICIPALITIES



Schedule 22 - 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)	6133-82TL7 (issued February 22, 2010)
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 Haileybury Drinking Water System failed to meet the following requirements during the 2017 reporting period:

Drinking Water Legislation	Requirement(s) the System Failed to Meet	Duration	Corrective Action(s)	Status
Section 31(1) of the SDWA and Sch. A and C of the system's DWWP	The Owner failed to prepare and submit a Schedule C amendment application to the MOECC prior to the installation of a fourth high lift pump at the Niven Street reservoir. The pump was installed on July 11, 2017.	Prior July 11, 2017 to October 27, 2017.	The Owner submitted the Schedule C amendment application for the fourth pump and other modifications on October 27, 2017. A standard operating procedure and guidance document was provided to and reviewed by the Owner to assist Municipal staff and contractors in determining if a replacement or alteration to a municipal drinking water system is authorized under an approval under the SDWA or DWWP. The information was provided to the MOECC Drinking Water Inspector on January 10, 2017.	Complete



Drinking Water Legislation	Requirement(s) the System Failed to Meet	Duration	Corrective Action(s)	Status
Section 6-5(1)3 of Schedule 6 of O. Reg. 170/03	A certified operator failed to examine test results from continuous monitoring equipment used for the sampling and testing of turbidity (off-the filters) and free chlorine (at the point where primary disinfection is achieved) within 72 hours. Results were reviewed after 75 hours.	July 28, 2018 from 12:00 to July 31, 2017 at 3:05	The operating authority implemented daily reviews of test results, including weekends to prevent these types on non-compliances from occurring in the future.	Complete
Section 6-5(1) 2 of Schedule 6 of O. Reg. 170/03	The system failed to ensure that continuous monitoring equipment results (minimum, maximum and mean for free chlorine residual) were recorded at least every 5 minutes. The free chlorine residual dropped to zero for approximately 12 minutes due to a chlorine analyzer malfunction.	September 9 th from 1614 to 1626 hours September 10 th from 2301 to 2313 hours	The issue was investigated and the analyzer repaired. Normal operations resumed. Both events were reported as adverse water quality incidents (AWQI 136573 and 136574)	Complete
Section 3 (3.2) of PTTW #6133-82TL7	The system exceeded the maximum allowable flow rate of 4733 L/minutes on eleven days throughout the reporting period during system upgrades, plant maintenance and pump startups	April 24, May 12, 17, 21 & 28, June 7 & 15, August 17, October 4 & 6 and November 25.	System upgrades are complete, automatic de-sludge valve was installed to prevent exceedances during maintenance and plans are in place to replace valve on the raw water feed line to control exceedances on pump startups.	In-progress

It should also be mentioned that, two (2) additional adverse water quality incidents were reported to the Ministry’s Spills Action Center. Refer to Section 6.0 – *Details on Notices of Adverse Test Results and Other Problems Reported to & Submitted to the Spills Actions Center* on page 6 of this report for details (AWQI 132410 and 137331).

3.0 SUMMARY OF QUANTITIES & FLOW RATES

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 flow monitoring equipment identified in the MDWL is present and operating as required. These flow meters are calibrated on an annual basis as specified in the manufacturers’ instructions.

Water Usage

The following Water Usage Tables summarize the quantities and flow rates of water taken and produced during the 2017 reporting period, including average monthly volumes, maximum monthly volumes, total monthly volumes and maximum flow rates.

Raw Water

2017 - Monthly Summary of Water Takings from the Source (Lake Temiskaming)

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m ³)	62109	55549	57754	54260	56079	61570	80531	72147	72865	76359	72736	77814	799772
Average Volume (m ³ /d)	2004	1984	1863	1809	1809	2052	2598	2327	2429	2463	2425	2510	2189
Maximum Volume (m ³ /d)	2274	2252	2329	2933	3266	2972	3274	2721	2772	2612	2585	3366	3366
PTTW - Maximum Allowable Volume (m ³ /day)	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816
Maximum Flow Rate (L/min)	4690	4416	4742	5867	5998	5772	4668	5220	4170	5100	4992	4230	5998
PTTW - Maximum Allowable Flow Rate (L/min)	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733

April 24 - high raw flow rate due to contractor testing of the low lifts

May 12, 17, 21 & 28 - high raw flow rates, valve was adjusted to reduce rate

June 7 & 15 - high raw flow rate during MCC/PLC upgrades, both pumps running

August 17, October 4 & 6 - raw flow rate due to plant maintenance, one pump in manual and the other in automatic

November 25 - flow exceedance of short duration during pump start-up. Plans in place to install valve prevent such issued

The system’s Permit to Take Water #6133-82TLT7 allows the municipality to withdraw a maximum volume of 6816 cubic meters from the Lake Temiskaming each day. A review of the raw water flow data indicates that the system never exceeded this allowable limit having a maximum volume of 3366 m³ on May 22nd. The Permit also allows a maximum flow rate of 4733 L/minute. The system exceeded this limit on several days during the reporting period as listed above.



Treated Water

2017 - Monthly Summary of Treated Water Supplied to the Distribution System

Regulated by Municipal Drinking Water Licence (MDWL) #218-102 - Issue 2, issued 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>	58205	51968	54181	49509	51417	56060	73710	65662	65389	69094	64990	68921	729106
<i>Average Volume (m³/d)</i>	1878	1856	1748	1650	1659	1869	2378	2118	2180	2229	2166	2223	1996
<i>Maximum Volume (m³/d)</i>	2086	2109	2106	2722	2105	2302	2660	2384	2407	2394	2457	2479	2722
<i>MDWL - Rated Capacity (m³/day)</i>	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820

Schedule C, Section 1.0 (1.1) of MDWL No. 218-102 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system shall not exceed 6820 m³/day. The Haileybury DWS complied with this limit having a recorded maximum volume of 2722 m³/day on April 1st, which represents 39.9% of the rated capacity.

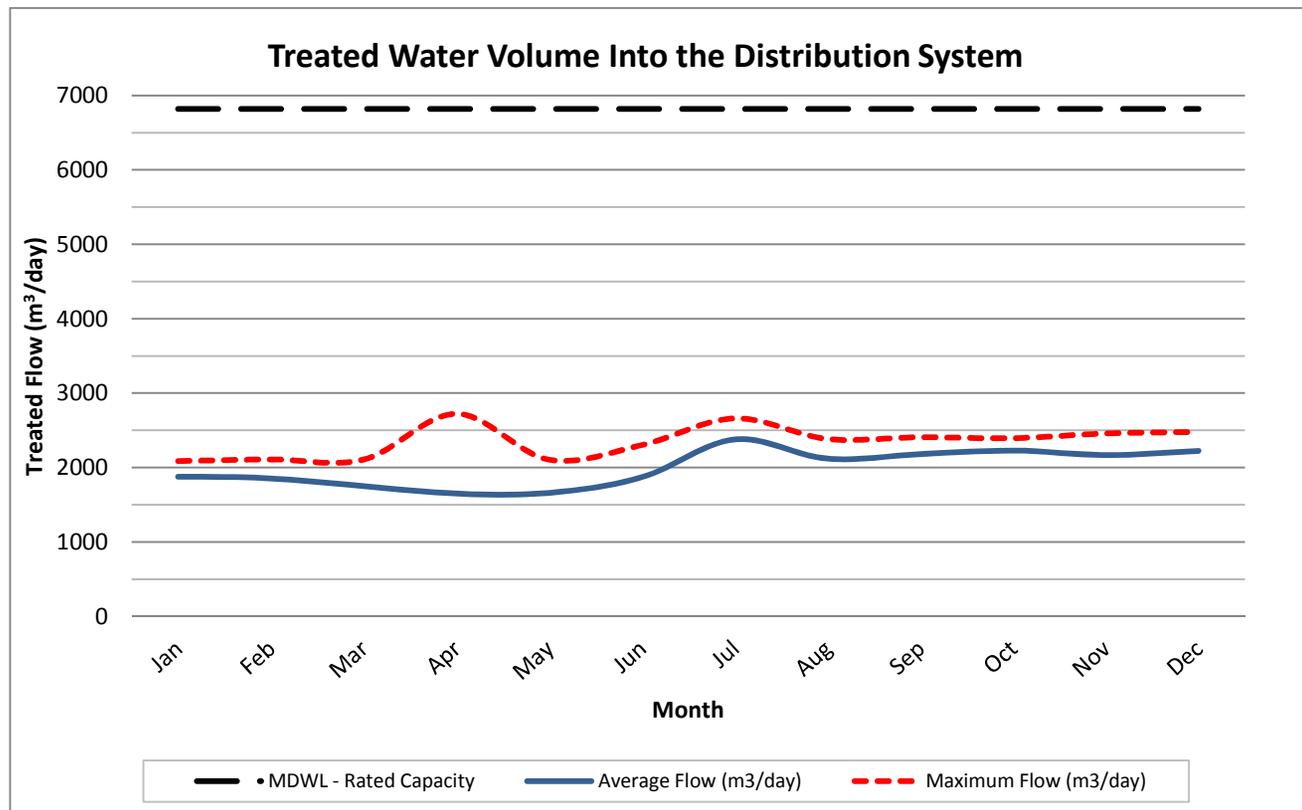
The following table and graph compare the average and maximum flow rates into the distribution system to the approved rated capacity of the system as identified in the MDWL.



Insert graph

Figure 1: 2017 - 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)	1878	1856	1748	1650	1659	1869	2378	2118	2180	2229	2166	2223
Maximum Flow (m ³ /day)	2086	2109	2106	2722	2105	2302	2660	2384	2407	2394	2457	2479
MDWL - Rated Capacity	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820
% Rated Capacity	31	31	31	40	31	34	39	35	35	35	36	36





Summary of System Performance

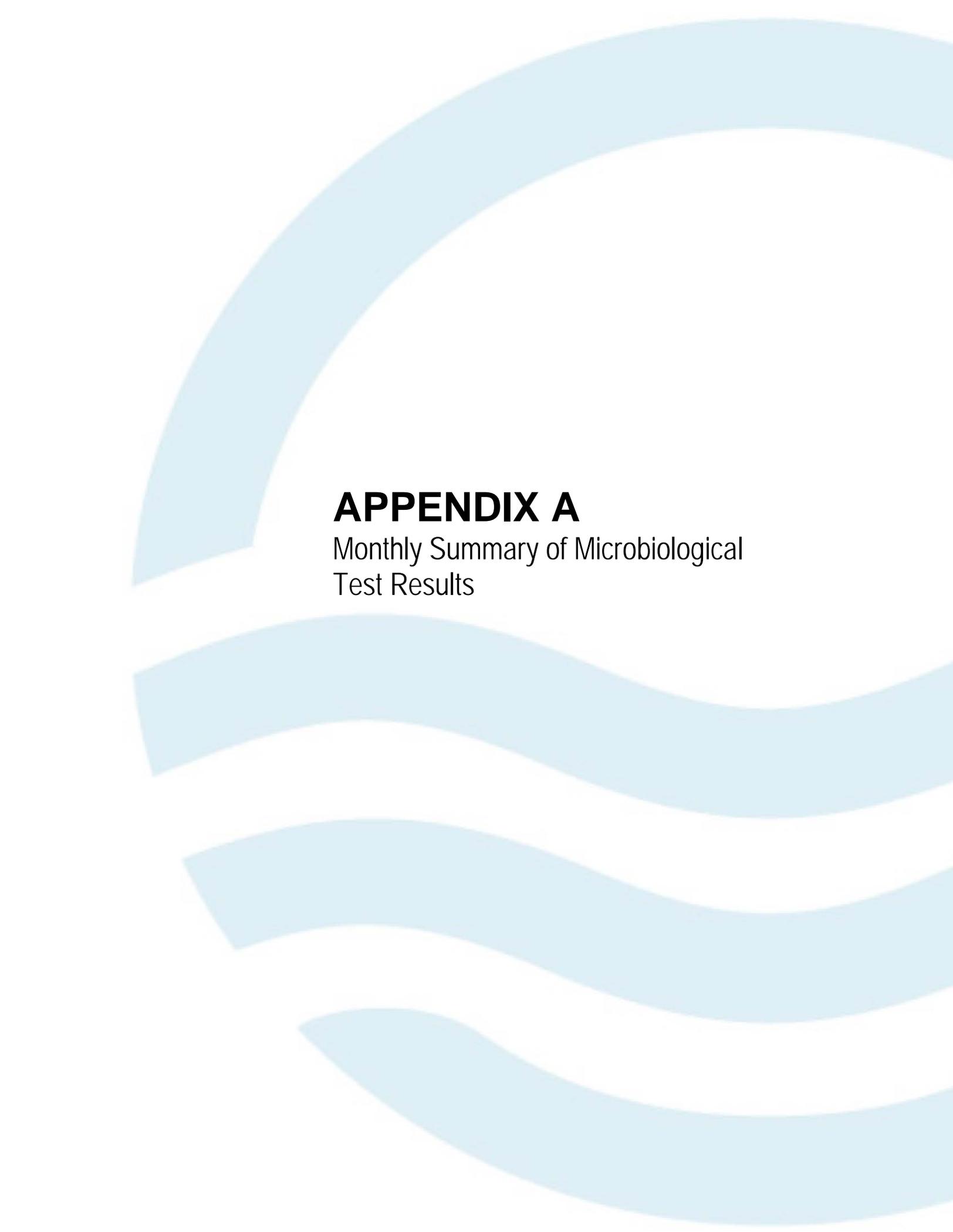
The following information is provided to enable the Owner to assess the capability of the system to meet existing and future water usage needs:

Rated Capacity of the Plant (MDWL)	6820 m ³ /day	
Average Daily Flow for 2017	1996 m ³ /day	29.3 % of the rated capacity
Maximum Daily Flow for 2017	2722 m ³ /day	39.9 % of the rated capacity
Total Treated Water Produced in 2017	729,106 m ³	

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 licence while meeting the community's demand for water use.



APPENDIX A

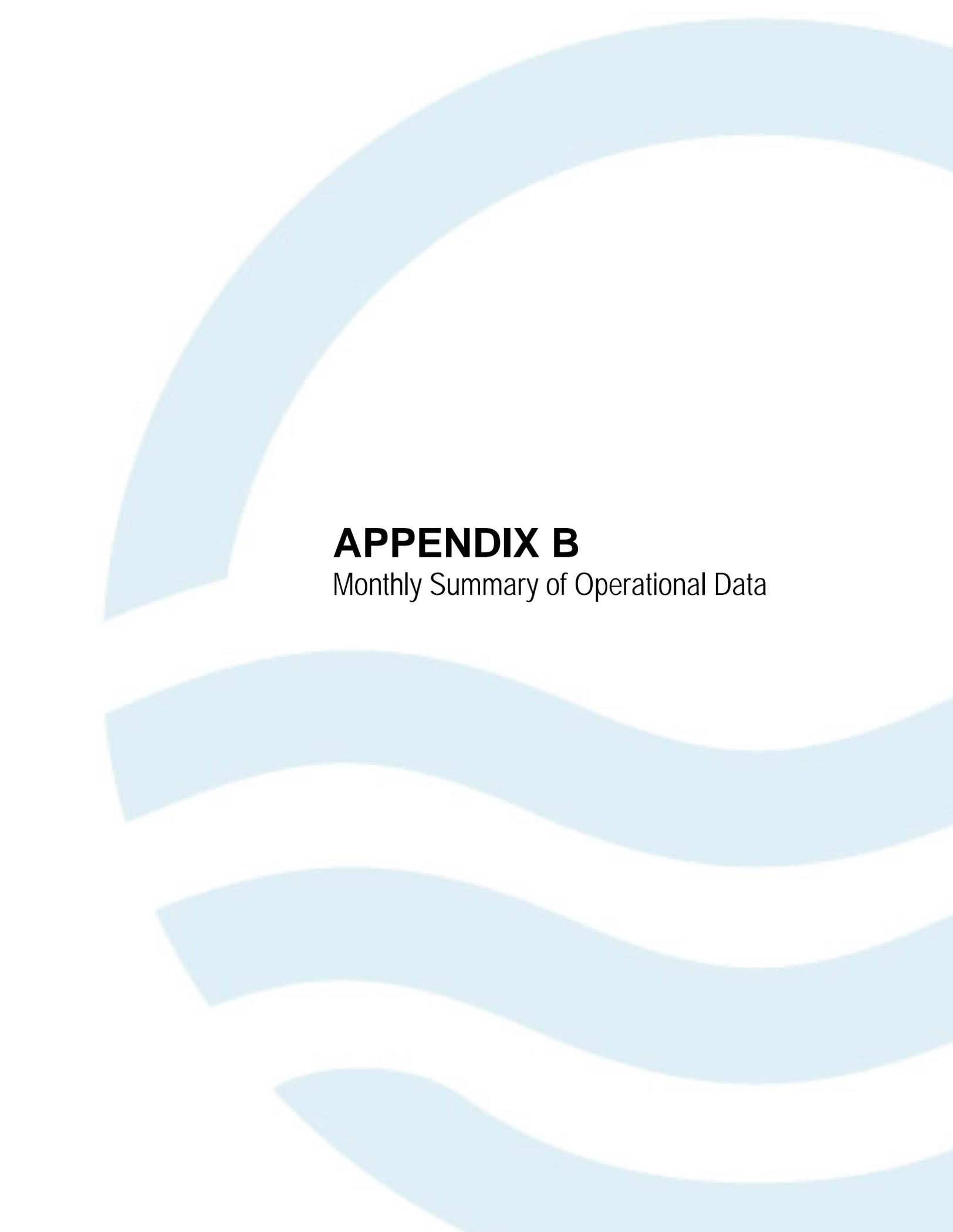
Monthly Summary of Microbiological
Test Results

**HAILEYBURY DRINKING WATER SYSTEM
SUMMARY OF MICROBIOLOGICAL TEST RESULTS**

Facility Works Number: 210000309
 Facility Owner: Municipality: City of Temiskaming Shores
 Facility Classification: Class 3 Water Treatment

RAW WATER	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017	12/2017	Total	Avg	Max	Min
Lake Temiskaming / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	48	22	236	308/NDOGT	150/ NDOGT	92	< 8	26/NDOGN	250	54	128	> 750/NDOGT			750	
Mean Lab	29.6	15.5	108	201.333	86.5	29.5	< 5.2	15	82	38.8	83.5	> 602.5		81.745		
Min Lab	20	8	50	34	34	2	< 2	6	4	20	62	455			<	2
Lake Temiskaming / E. Coli: EC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	< 4	< 2	6	8/NDOGT	6/NDOGT	< 2	< 2	< 2/NDOGN	18	16	< 8	16/NDOGT			18	
Mean Lab	< 2.4	< 2	3	6	4.5	< 2	< 2	< 1.333	7	6.8	< 4.5	11	<	4.085		
Min Lab	< 2	< 2	2	2	2	< 2	< 2	< 0	2	2	< 2	6			<	0
TREATED WATER	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017	12/2017	Total	Avg	Max	Min
Treated Water / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water / E. Coli: EC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water / HPC - cfu/mL													52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	< 10	< 10	< 10	< 10	< 10	< 10	1030	< 500	300	< 10	< 10	< 10			1030	
Mean Lab	< 10	< 10	< 10	< 10	< 10	< 10	346	< 133	103	< 10	< 10	< 10	<	59		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
DISTRIBUTION WATER	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017	12/2017	Total	Avg	Max	Min
1st Bacti / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
1st Bacti / E. Coli: cfu/100mL													52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti / E. Coli: cfu/100mL													52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti / HPC - cfu/mL													52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	< 10	< 10	< 10	< 20	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10			20	
Mean Lab	< 10	< 10	< 10	< 12.5	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	<	10		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
3rd Bacti / Total Coliform: TC - cfu/100mL													52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	1*	0	0	0	0	0	0	0	0	0	0			1*	
Mean Lab	0	0.25	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				0
3rd Bacti / E. Coli: cfu/100mL		AWQI											52			
Count Lab	5	4	4	4	5	4	5	4	4	5	4	4	52			
Max Lab	0	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		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0

Notes:
 NDOGT - no data, overgrown with target
 NDOGN - no data, overgrown with non-target
 * February 13th - 1 Total Coliform was detected in a drinking water sample collected in the distribution system (AWQI No. 132410)



APPENDIX B

Monthly Summary of Operational Data

**HAILEYBURY DRINKING WATER SYSTEM
SUMMARY OF OPERATIONAL RESULTS**

Facility Works Number: 210000309
 Facility Owner: Municipality: City of Temiskaming Shores
 Facility Classification: Class 3 Water Treatment

FILTERED WATER	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017	12/2017	Total	Avg	Max	Min
Filter #1 / Turbidity (1 NTU) - NTU																
Max OL	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.36	0.334	0.535	1.00	1.00			1.00	
Mean OL	0.051	0.046	0.045	0.093	0.09	0.052	0.047	0.049	0.059	0.049	0.053	0.081		0.06		
Min OL	0.028	0.03	0.031	0.037	0.043	0.033	0.033	0.035	0.042	0.034	0.036	0.037				0.028
Filter #2 / Turbidity (1 NTU) - NTU																
Max OL	0.954	1.00	1.00	1.00	1.00	0.333	0.952	0.147	0.246	0.366	1.00	1.00			1.00	
Mean OL	0.037	0.04	0.04	0.063	0.063	0.046	0.042	0.045	0.052	0.046	0.046	0.058		0.049		
Min OL	0.025	0.024	0.025	0.031	0.031	0.015	0.029	0.032	0.035	0.033	0.034	0.033				0.015
Filter #3 / Turbidity (1 NTU) - NTU																
Max OL	1.00	0.696	1.00	1.00	1.00	0.306	1.00	0.159	1.00	0.721	1.00	1.00			1.00	
Mean OL	0.039	0.044	0.04	0.063	0.063	0.049	0.044	0.047	0.056	0.046	0.045	0.058		0.05		
Min OL	0.025	0.026	0.027	0.029	0.029	0.03	0.03	0.033	0.038	0.029	0.034	0.033				0.025

TREATED WATER	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017	12/2017	Total	Avg	Max	Min
Reservoir / Cl Residual: Free (0.2 mg/L) - mg/L																
Max OL	1.824	1.544	1.599	2.373	2.82	1.358	1.12	1.58	1.51	1.89	1.82	1.71			2.82	
Mean OL	1.577	1.403	1.401	1.511	1.5	1.049	0.907	1.234	1.17	1.575	1.626	1.466		1.368		
Min OL	1.282	1.007	0.97	1.104	1.075	0.827	0.73	0.94	0*	0.84	1.46	1.13				0

DISTRIBUTION WATER	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017	12/2017	Total	Avg	Max	Min
1st Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	9	8	9	8	10	9	9	9	8	9	9	8	105			
Total IH	13.93	11.76	12.59	12.48	13.16	9.57	6.97	8.72	8.27	10.9	11.88	11.04	131.27			
Max IH	1.71	1.59	1.54	1.82	1.81	1.49	1.06	1.31	1.33	1.59	1.97	1.57			1.97	
Mean IH	1.548	1.47	1.399	1.56	1.316	1.063	0.774	0.969	1.034	1.211	1.32	1.38		1.25		
Min IH	1.38	1.36	1.04	1.4	0.67	0.64	0.52	0.38	0.4	0.62	0.82	0.99				0.38
2nd Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	9	8	9	8	10	9	9	9	8	9	9	8	105			
Total IH	11.69	10.7	11.87	12.06	14.77	10.14	7.33	8.66	7	9.76	11.67	11	126.65			
Max IH	1.83	1.53	1.87	1.84	1.95	1.49	1.16	1.23	1.12	1.68	1.54	1.63			1.95	
Mean IH	1.299	1.338	1.319	1.508	1.477	1.127	0.814	0.962	0.875	1.084	1.297	1.375		1.206		
Min IH	0.98	1.02	0.9	0.94	0.30	0.73	0.40	0.38	0.56	0.52	0.84	1.04				0.30
3rd Bacti/Residual / Cl Residual: Combined - mg/L																
Count IH	9	8	9	8	10	9	9	9	8	9	9	8	105			
Total IH	13.79	9.44	12.33	8.99	15.63	9.1	5.9	6.6	6.76	10.51	12.74	10.72	122.51			
Max IH	1.71	1.49	1.58	1.44	2.1	1.26	1.09	1.05	1.55	1.76	1.65	1.58			2.1	
Mean IH	1.532	1.18	1.37	1.124	1.563	1.011	0.656	0.733	0.845	1.168	1.416	1.34		1.167		
Min IH	1.13	0.88	1.02	0.71	0.95	0.46	0.35	0.4	0.44	0.59	1.05	0.98				0.35
4th Residual / Cl Residual: Combined - mg/L																
Count IH	5	4	5	4	7	4	5	4	4	5	4	4	55			
Total IH	5.23	3.74	6.02	5.51	10.43	2.94	3.9	3.25	3.58	4.01	3.62	4.69	56.92			
Max IH	1.29	1.57	1.54	1.56	2.05	1.24	0.99	1.09	1.07	1.46	1.1	1.39			2.05	
Mean IH	1.046	0.935	1.204	1.378	1.49	0.735	0.78	0.813	0.895	0.802	0.905	1.173		1.035		
Min IH	0.93	0.25	0.96	1.02	0.71	0.3	0.55	0.42	0.47	0.54	0.8	0.92				0.25

Notes:
 Due to issues data mapping in OCWA's data management program (WISKI), turbidity data was compiled from the system's data chart recorded.
 *September 9 & 10 - free chlorine residual dropped to zero for approximately 12 minutes each day due to chlorine analyzer malfunction (AWQI 136573 & 136574)

Subject: Bi-annual Bridge Inspections -
Roof Inspections

Report No.: PW-008-2018
Agenda Date: March 6, 2018

Attachments

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

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-008-2018;
2. That as outlined in the City's Purchasing Policies and Procedures, Council approves the award of the contract to K Smart Associates Ltd. to proceed with the bi-annual bridge inspection as well as selected roof inspections as detailed in Request for Proposal PW-RFP-004-2018 for a total upset limit of \$10,970 plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for the said contract for consideration at the March 6, 2018 regular Council Meeting.

Background

The Province of Ontario has implemented regulations for the bi-annual inspection of bridges and large diameter culverts for all municipalities. Inspections are to be conducted in accordance with the Ontario Structure Inspection Manual (OSIM). The regulations require the preparation of a detailed report subsequent to inspection in accordance with OSIM issued by the Ontario Ministry of Transportation (MTO) for all bridges and large diameter culverts. The report shall include, but not limited to the results of the condition survey, recommendations for rehabilitation and cost estimates for implementation.

In order to comply with these regulations established by MTO the City issued a Request for Proposals (PW-RFP-004-2018) with a deadline for submissions of 2:00 p.m. local time on Tuesday, February 20th, 2018. The RFP was distributed to previous and known qualified service providers via e-mail.

In conjunction with the work required in the OSIM, inspections of the roof structures at the New Liskeard Pool Fitness Centre as well as the New Liskeard and Haileybury Arena's was also included in this Request for Proposal.

Analysis

Two (2) submissions were received in response to PW-RFP-004-2018. The proposals were reviewed and evaluated in accordance to the evaluation criteria set out in PW-RFP-008-2016. **Appendix 1 – Evaluation of Submissions** presents the details of the evaluation of the proposal and is summarized as follows:

Firm	Evaluation Score					Total Score	Fees Excl. taxes
	Expertise	Staff	Schedule	Knowledge	Fees		
K Smart	208	72	110	40	450	880	\$10,970.00
Exp	208	81	120	40	360	809	\$25,310.00

Fees exclude Applicable HST.

Both proposals received address the needs of the City and are deemed to be fair value for the services to be delivered. Based on the evaluation process, it is recommended that an agreement be entered into with K Smart Associates Ltd. for professional engineering services to prepare the Biannual Bridge report in accordance to Ontario Structural Inspection Manual issued by MTO on all bridges and large diameter culverts within Temiskaming Shores as well as the required reports on the roof inspections.

Relevant Policy / Legislation / City By-Law

- Ontario Structure Inspection Manual (OSIM)
- 2018 Public Works Operations Budget
- By-Law No. 2017-015, Procurement Policy

Asset Management Plan Reference

Section 4.6 - Bridges

Consultation / Communication

- Distribution of Request For Tender – PW-RFP-004-2018
- Admin Report PW-008-2018 submitted to Council on March 6th, 2018.

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

Submission

Prepared by:

Reviewed and submitted for
 Council's consideration by:

“Original signed by”

“Original signed by”

 G. Douglas Walsh, CET
 Director of Public Works

 Christopher W. Oslund
 City Manager

Document Title: **PW-RFP-004-2018 Bridge Culvert & Roof Inspections**

Closing Date: **Tuesday, February 20, 2018**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: 2:04 p.m.

Submission Pricing

Bidder: EXP

Total (excl. HST):	25,310.00
HST:	3,290.30
Total:	\$28,600.30

Bidder:

Total (excl. HST):	
HST:	
Total:	

Bidder: K. SMART

Total (excl. HST):	10,970.00
HST:	
Total:	

Bidder:

Total (excl. HST):	
HST:	
Total:	

Bidder:

Total (excl. HST):	
HST:	
Total:	

Bidder:

Total (excl. HST):	
HST:	
Total:	

Bidder:

Total (excl. HST):	
HST:	
Total:	

Bidder:

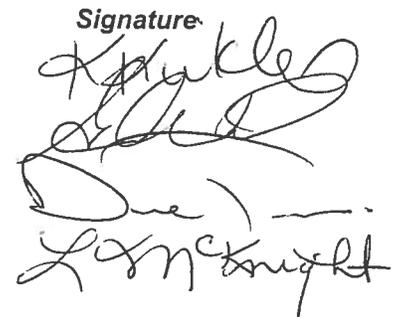
Total (excl. HST):	
HST:	
Total:	

Note: Since this is a Request for Proposal all submissions are required to be evaluated based on a set of pre-determined evaluation criteria. All offered prices are offers only and subject to scrutiny. All proponents whether successful or not will be notified of results, in writing at a later date.

Attendees:

Print Name
 Kayla Kirkland
 DAVIS WASH
 DAVE TREEN
 LINDA MCKNIGHT

Representing
 EXP
 COFIS
 COFIS
 COFIS

Signature


Request for Proposal - Evaluation
 PW-RFP-004-2018
 Biannual Bridge Inspection
SUBMISSION EVALUATION

Appendix 02
PW-008-2018
March 6, 2018

CATEGORY			Criteria
	K Smart	Exp.	Weight
<i>QUALIFICATIONS, EXPERTISE AND PERFORMANCE ON SIMILAR PROJECTS (26%)</i>			
Past ability to successfully complete projects within timelines & budget;	8.0	8.0	4
Stability and reputation of firm;	8.0	8.0	6
Qualifications of technical support staff;	8.0	8.0	8
Qualifications of senior staff/project manager.	8.0	8.0	8
<i>PROPOSED PROJECT MANAGER AND TEAM (9%)</i>			
Past experience directing or involvement with similar projects;	8.0	9.0	5
Understanding of proposed project.	8.0	9.0	4
<i>COMPLETENESS AND SCHEDULE (15%)</i>			
Availability of key staff;	8.0	8.0	5
Methodology and Schedule;	7.0	8.0	4
Quality assurance program.	7.0	8.0	6
<i>KNOWLEDGE OF CITY REGARDING THE PROJECT (5%)</i>			
Members of team must be familiar with the City's infrastructure, and have a working knowledge of the area surveying environment.	8.0	8.0	5
<i>ESTIMATED FEES AND DISPERSEMENTS (45%)</i>			
Cost estimates	10.0	8.0	45
Weighted Summary (Totals):			
	880.00	809.00	1000

Subject: Equipment Purchase – Slip In Tanks

Report No.: PW-009-2018
Agenda Date: March 6, 2018

Attachments

Appendix 01: RFQ 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-009-2018; and
2. That Council directs staff to prepare the necessary by-law and agreement for the purchase of two (2) Slip-in water tanks, as detailed in Request for Quote PW-RFQ-002-2018, from Road Maintenance Equipment Services Inc. (RMES) at a total cost of \$51,854 plus applicable taxes for consideration at the March 6, 2018 Regular Council meeting.

Background

In conjunction with the Asset Management and Fleet Replacement Plans, staff deemed it necessary to replace our existing tank. Council considered and approved the purchase of the tanks.

Request for Quote (RFQ) PW-RFQ-002-2018 was distributed to known suppliers and advertised in the City's Bulletin and on the web site.

Analysis

Two (2) submissions were received in response to the Request for Quotes prior to the closing date of February 27th, 2018 at 2:00 p.m. The RFQ was for the supply and delivery of two Slip-in water tanks.

The quotes were reviewed and evaluated in accordance to the requirements of the RFQ and the deliverables to be provided by the successful service provider.

Vendor	Sub-total	HST *	Total
RMES Inc	\$51,854.00	\$912.63	\$52,766.63
Precision Industries	\$53,000.00	\$932.80	\$53,932.80

* Non-Refundable HST

Relevant Policy / Legislation/City By-Law

- By-Law No. 2017-015, Procurement Policy, Section 10.4 Request for Proposals
- 2018 Capital Budget (Fleet)

Asset Management Plan Reference

- Priority Replacement Activities, Fleet & Heavy Equipment – Section 6.5.1.9

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

Approved Capital Project Budget	\$70,000
Total Proposed Cost to be approved by Resolution / By-law	\$52,766.63

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”
Mitch Lafreniere Manager of Physical Assets	G. Douglas Walsh, CET Director of Public Works	Christopher W. Oslund City Manager

Document Title: **PW-RFQ-002-2018 Slip-in Tanks**

Closing Date: **Tuesday, February 27, 2018**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: 2:18 pm

Submission Pricing

Bidder: RMES INC.

Two Slip-in Tanks:	51,854.00
HST:	6,741.02
Total:	58,595.02

Bidder:

Two Slip-in Tanks:	
HST:	
Total:	

Bidder: PRECISION INDUSTRIES

Two Slip-in Tanks:	53,000.00
HST:	6,890.00
Total:	59,890.00

Bidder:

Two Slip-in Tanks:	
HST:	
Total:	

Bidder:

Two Slip-in Tanks:	
HST:	
Total:	

Bidder:

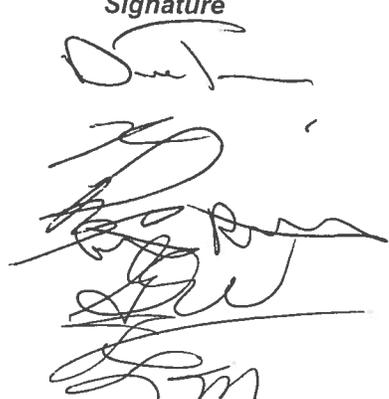
Two Slip-in Tanks:	
HST:	
Total:	

Note: All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding. All proponents whether successful or not will be notified of results, in writing at a later date.

Attendees:

Print Name
 DAVE TREEN
 TAMMIE CALDWELL
 PAUL ALLIAR
 Steve Burnett
 Doug Worsat
 Mitch Latreviere
 LINDA MCKNIGHT

Representing
 C of T.S.
 T. SHORES
 T. SHORES
 T. Shores
 " "
 "

Signature


The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

**Being a by-law to enter into a Purchase Agreement with
Road Maintenance Equipment and Services Inc. for the
supply and installation of two (2) Slip-in Water Tanks**

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-010-2018 at the March 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Road Maintenance Equipment and Services Inc. for the purchase of two (2) Slip-in Water Tanks at an upset limit of \$54,854.00 plus applicable taxes for consideration at the March 6, 2018 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 a purchase agreement with Road Maintenance Equipment and Services Inc. for the supply and installation of two (2) Slip-in Water Tanks at an upset limit of \$54,854.00 plus applicable taxes, 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 6th day of March, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2018-000

Equipment Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Road Maintenance Equipment and Services Inc.

For the supply and installation of two (2) Slip-in Water
Tanks

This agreement made in duplicate this 6th day of March, 2018.

Between:

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

and

Road Maintenance Equipment and Services Inc.
(hereinafter called "the Supplier")

Witnesseth:

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

Article I:

The Supplier will:

- a) Provide two (2) Slip-in Water Tanks in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Quotation (PW-RFQ-002-2018)
Supply and Install Slip-in Tanks**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of two (2) Slip-in Water Tanks in the amount of Fifty-One Thousand, Eight Hundred and Fifty-Four Dollars and Zero Cents (\$54,854.00) plus applicable taxes;
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties 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 Supplier:

Road Maintenance Equipment & Services

106 Buchanan St.
Cobourg, Ontario
K9A 1Z1

Attn.: Brian Davey

The Owner:

City of Temiskaming Shores

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

Attn.: Mitch Lafreniere

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

Signed and Sealed in)
the presence of)

Supplier's Seal)
(if applicable))

Municipal Seal)

Cubex Ltd.

President - Brian Davey

Witness

Print Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-000

Form of Agreement
Slip-in Water Tanks



Scope of Work

All work must be completed and systems operational by no later than July 30, 2018. No extensions will be considered or approved. Tanks must fit into a U-body box from Gincor Model#PL1415HW-2

Specifications	State "Yes" or "Deviation"
The Slip-in Tanks shall be new and currently produced by a well-established manufacturer. Units that are classified as proto-type, demonstrators, and/or discontinued models shall not be accepted .	Confirm: <u>YES</u>
<p>The unit shall be a commercial/industrial and HEAVY-DUTY frame and tank intended for year-round use.</p> <p>The structural members of the tank frame shall be made using 3" x 3" x 3/16" structural tubing.</p> <p>The poly tank cradle shall be rolled 11-gauge steel plate, shall fully support the entire length of the poly tank and must encompass a minimum of 1/2 of the circumference of the poly tank.</p> <p>The cradle shall include 2" x 4" x 1/8" structural tubing reinforcements on each side of the cradle that run the full length of the cradle.</p> <p>The cradle shall include a minimum of 4 removable tie down straps that bolt onto the structural tubing reinforcements. The tie down straps shall be made from 3" x 5.4 steel channel.</p> <p>The cradle shall be supported by a minimum of 4 gussets welded to the cradle and the structural tubing. Gussets shall be fabricated from 3/16" steel cut to the same profile as the rolled cradle and reinforced on the outer side with 3" x 3/16" flat bar.</p>	<p>Make: <u>SIT 2600</u></p> <p>Year: <u>2018</u></p> <p>Confirm: <u>YES</u></p> <p>Confirm: <u>YES</u></p>
Unit to be a Slip-in style with 2" square tube stow-away front legs (1.5" inserts) and 4" adjustable rear legs (3.5" inserts) to be approved by Manager of Assets or his delegate.	Specify: <u>YES</u>
Unit shall be custom fitted to fit onto U-Body truck box (Proline II - PL14-15HW-2).	Confirm: <u>YES</u>
State Delivery time in calendar days:	<u>45-60</u>
Features and Dimensions	
The unit shall include a steel front "receiver" assembly welded to the front of the U-Body, in such a way as to avoid interference with the operation of the material gate, into which the main structural beam on the tank skid-frame will fit in order to keep the skid frame horizontally and vertically stable during use.	Confirm: <u>YES</u>



To secure the rear of the Slip-in Tank in the U-Body, the unit shall utilize the U-Body tailgate latches as well as safety chains.	Confirm: <u>YES</u>
The tank itself shall be a single ROUND, rotational molded HDLPE (high density linear polyethylene) with a specific gravity rating of not less than 1.5. Multiple tank configurations are not acceptable .	Confirm: <u>YES</u>
Overall height, including all venting and hoses shall not exceed 149"	Specify: <u>144</u> loaded on truck.
Maximum overall width of tank shall be 70" (175 cm)	Specify: <u>70</u> Inches
Maximum overall length of the tank shall be 170" (406cm)	Specify: <u>168</u> Inches
Specify Unit's total weight when empty:	Specify: <u>650</u> KG

Specifications	Bidder to State "Yes" or "Deviation"
Specify Unit's total weight when filled with water:	Specify: <u>10,650</u> kg.
Unit shall have a heavy duty fully welded skid frame manufactured to fit in U-Body truck box complete with heavy duty steel wheels to assist in loading and unloading the unit	Specify: <u>YES</u>
Bidder to supply and install a Honda gasoline powered water pump - Model PWP3HX, fully plumbed as stated below - No substitutes.	Make: <u>HONDA</u>
	Model: <u>PWP3HX</u>
The water pump shall have a Honda 5 HP gas engine with 3" NPT suction and 3" NPT discharge.	H.P.: <u>5.5</u>
The water pump shall be plumbed to allow for both filling the tank from a pond or stream and also to allow for tank suction to a pressurized camlock valve complete with dust cover (reverse flow plumbing). All valves shall be full port flange style.	Confirm: <u>YES</u>
	Specify: <u>290</u> GPM
The reverse flow plumbing shall be controlled by valves only. Having to disconnect fittings or hoses in any way shall not be accepted .	Specify: <u>26</u> Suction lift in head lift (feet)



<p>The water pump shall be of sufficient capacity to utilize a 25' suction hose from a creek/pond.</p> <p>Bidder to supply 25' of 3" Tiger Flex blue helix hose complete with basket strainer on one end and camlock fitting on the other end to mate with suction camlock on the 3" pump.</p> <p>Bidder to supply 2 x 25' x 2" collapsible hose. One to be plumbed with 2" female camlock and fire type hose nozzle. The other to be as an extension hose with appropriate fittings on either end.</p>	<p>Specify: <u>YES</u></p>
<p>All metal parts of skid frame are to receive epoxy primer with rust inhibitor. The topcoat is to be a polyurethane automotive quality gloss black finish.</p>	<p>Specify: <u>YES</u></p>
<p>Poly Tank to be HDLPE – High Density Linear Polyethylene rated for materials with a specific gravity of up to 1.5 Tank must be round tube style. Leg tanks are not permitted.</p>	<p>Specify: <u>YES</u></p>
<p>All pipes, valves and fittings shall be Sch80 PVC, glass filled polypropylene and be rust resistant.</p>	<p>Specify: <u>YES.</u></p>
<p>All polypropylene valves and fittings shall be Banjo brand full port flange style with stainless steel clamps and neoprene gaskets – No substitutes.</p>	<p>Specify: <u>YES.</u></p>
<p>Material application bars (to be manufactured from Sch 80 PVC):</p> <p>Gravity Bar</p> <ul style="list-style-type: none"> - 1 only 8' x 3" gravity bar complete with 3 rows of 3/8" holes on 2" centers with each row offset so as to create a zigzag pattern. Gravity bar to be capped at each end with 3" NPT poly caps. - 2 only 2' x 3" gravity bar extension drilled as above complete with 3" poly threads compatible with the ends of the 8' gravity bar. 	<p>Specify: <u>YES</u></p>
<p>Gravity bar to be controlled by a 3" spring return pneumatic actuated valve complete with in-cab switch and quick disconnect fitting located on pintle plate at rear of truck.</p>	<p>Specify: <u>YES</u></p>
<p>Tank shall be 2600 US gallons.</p>	<p>Specify: <u>YES</u></p>
<p>Tank shall include the Surge Buster Baffling System (no substitutions) and shall be completely installed in accordance with the manufacturer's recommendations.</p>	<p>Specify: <u>YES</u></p>



All pneumatic, and electrical connections on the Slip-in unit shall be equipped with quick connect connectors to properly mate with the connectors to be mounted on the truck's pintle plate.	Comply: <u>YES</u>
Bidder is responsible for installing all pneumatic lines from truck's air system, complete with safety check valve.	Comply: <u>YES</u>
Bidder shall supply and install mounted strobe light on rear of unit complete with amber lens and in-cab switch.	Comply: <u>YES</u>
Tank shall be easily loaded and unloaded from truck without the need for any other equipment such as loaders or cranes.	Comply: <u>YES</u>
Tank skid frame shall include front fold down legs and shall be heavy gauge metal to safely secure the tank for storage. Legs shall fold up and stow under the skid frame with heavy duty pins when tank is in use.	Comply: <u>YES</u>
Unit shall have 2" conspicuity tape (3M 983-10) on rear facing metal frame – full width of frame.	Comply: <u>YES</u>
Clear markings shall be required for all in-cab switch labels. All switch labels shall be engraved – Dymo type stick-on labels are not acceptable.	Comply: <u>YES</u>
Training	
Training by factory-trained personnel shall be provided for City personnel at the Public Works Complex in Temiskaming Shores, Ontario	Confirm: <u>YES</u>
Warranty	
The Slip-in tank and all components shall come with a full one year parts and labour warranty.	Confirm: <u>YES</u>

Quotation

Quotations submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than thirty (30) days.

The form of Quotation must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm bidding.

The lowest or any Quotation not necessarily accepted.

Change/Amendment

At any time prior to the closing date and time, The City reserves the right to alter, delete, amend or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this Quotation, in which case, a formal addendum specifying the same in detail will be issued.



**City of Temiskaming Shores
PW-RFQ-002-2018
Slip-in Tanks - Haileybury**

Form of Quotation

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation.

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

Description	Amount
Lump Sum price to supply and Install (2) slip-in tanks	51,854. ⁰⁰
Sub-Total:	\$ 51,854. ⁰⁰
H.S.T.:	\$ 6,741. ⁰²
Total:	\$ 58,595. ⁰²



City of Temiskaming Shores
PW-RFQ-002-2018
Slip-in Tanks

Non-Collusion Affidavit

I/ We ROAD MAINTENANCE EQUIPMENT + SERVICES INC. the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

ROAD MAINTENANCE EQUIPMENT + SERVICES INC.
Company Name

106 BUCHANAN ST. COBOURG, ON K9A 1Z1
Address


Authorized Signature

Print Name: BRIAN DAVEY

Title: PRESIDENT

E-mail: BDAVEY@RMES.CA

Phone No.: 905-372-1124

Subject: **Report No.:** RS-002-2018
Agenda Date: March 6, 2018

Attachments

Appendix 01: Request from Tri-Town Ski Village

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-002-2018; and
2. That Council approves the request from the Tri-Town Ski and Snowboard Village for the use of municipal land (parking area at the Waterfront Pool/Fitness Centre) for a fundraising concert to take place Saturday, June 30, 2018 as well as assistance in the set-up and take down of the event and supply of saddle tent (pending condition) picnic tables, electrical, fencing and promotional support.

Background

Staff met with representatives of the Tri-Town Ski and Snowboard Village and the New Liskeard BIA on Friday January 19, 2018 to discuss the feasibility of a concert on the Saturday night of Summerfest.

The BIA was in favor of the event and municipal staff discussed what the municipality may be in a position to assist with.

Analysis

Attached as Appendix No. 1 to the report is the letter of request from the Tri-Town Ski and Snowboard Village. The Recreation Department is in the position to assist with the supply of picnic tables, electrical needs i.e. transformer, arena dressing rooms, limited fencing, manpower to assist in the set-up and take down, use of the New Liskeard Arena as a rain plan and the use of the saddle tent pending its condition.

The saddle tent has not been in use for a number of years, in early spring staff will erect the structure to ensure it is still functional. If it is not functional, the municipality will not be responsible for supplying a shelter for the stage area.

In terms of promotional support, the municipal Event Development Fund has funding allocated to Summerfest which will include promotion of the concert.

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

Funding for the promotion of the concert will be included in the budgeted funding from the event development fund.

Staffing implications related to this matter are limited to normal administrative functions and duties, and may require scheduling of additional Recreation staff to meet the requests of the Ski Club.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

TRI TOWN SKI & SNOWBOARD VILLAGE

Box 1598

New Liskeard, ON P0J 1P0

www.tritownskivillage.ca

info@tritownskivillage.ca



February 23, 2018

Tammie Caldwell
Recreation Director
City of Temiskaming Shores

Summerfest Concert – 2018

Tri-Town Ski and Snowboard

Date of event: Saturday June 30th, 2018

Location: Waterfront Pool/Fitness Centre Parking Lot

Time: 7 pm to 2 am

Description: Event to raise funds for the Tri Town Ski and Snowboard Village. Three tribute bands have been confirmed (Canadian X-Sports, Tragically Hip and ACDC). This will be a licensed, age of majority event.

REQUEST TO CITY:

- Permission for use of land
- Saddle tent (City will have to set it up in early spring to determine if it is still usable)
- Picnic tables
- Use of transformers and all electrical
- Use of Arena for banking area
- Fencing (limited amount from City)
- Manpower to set-up and take down
- Rain Plan – stage inside NL Arena
- Promotional support

We look forward to partnering with the City of Temiskaming Shores and the BIA to offer this event to the community.

Sincerely,

Lorna Desmarais
Tri Town Ski Village Vice President

Subject: Canada Day Fireworks Agreement
for 2018-2020

Report No.: CGP-006-2018
Agenda Date: March 6, 2018

Attachments

Appendix 1: Submission Results

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-006-2018; and
2. That Council directs staff to prepare the necessary bylaw to enter into a three (3) year agreement with the Northstar Fireworks Entertainment Inc. for the provision of fireworks displays at the annual Summerfest / Canada Day events from 2018 to 2020 in the amount of \$19,115.88 plus HST per year for consideration at the March 6, 2018 Regular Council meeting.

Background

The City hosts an annual fireworks display during the Summerfest / Canada Day weekend. Over the years, we have used several different companies to provide fireworks displays and all have been very good. The agreements are put in place for three years and 2017 was the final year of our most recent contract with Northstar Fireworks Entertainment Inc. The annual display has a budget of \$20,000 with over half of the funds covered by local business sponsors. The City issued Request for Proposals CGP-RFP-001-2018 with a submission deadline of February 8, 2018.

Analysis

Two submissions were received in response to CGP-RFP-001-2018; one from Northstar Fireworks Entertainment Inc. and the other from Groupe Faitlux Ampleman (GFA Pyro). The Submission Results are attached as Appendix 01.

Northstar is offering to provide almost twice as many fireworks as GFA Pyro, however I cannot state for certain that they are the same models. Northstar did state that there show would be exciting and keep people on their toes for the entire show.

Staff has reviewed videos provided by the companies to try to distinguish which put on a more elaborate show, or have a greater selection of fireworks varieties, but it is still quite difficult to identify which companies are better than the others. In the past the City has contracted with BEM Pyrotechnic, David Whysall International Fireworks, and FX Worx Inc. and Northstar Fireworks.

Both Northstar and GFA Pyro have good references and some impressive client lists, however Northstar is doing many small community displays across the province and has had the same clients for five years or more which shows that they are attentive to serving the clients' needs. Northstar has provided great service over the past 3 years.

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 fireworks proposals both came in under the budget amount within the request for proposals of \$20,000. GFA Pyro Inc. proposal was \$20,000 + HST and Northstar Fireworks Entertainment Inc. was \$19,115.88 + HST per year for three years.

The City received \$16,000 in sponsorship toward the fireworks display in 2017. This was up from \$12,000 in sponsorship in 2016 since we received funding from Heritage Canada as the event was held on Canada Day. It is hoped that in 2018, we may be able to access this \$5,000 funding again as the show is scheduled for Sunday, July 1st which is Canada Day.

Alternatives

There were no alternatives considered during the preparation of this report.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

James Franks
Economic Development
Officer

Shelly Zubycck
Director of Corporate Services

Christopher W. Oslund
City Manager

**The Corporation of the City of Temiskaming Shores
By-law No. 2018-000**

**Being a by-law to authorize an Agreement with Northstar
Fireworks Entertainment Inc. for the supply and ignition
of Fireworks for Canada Day celebrations in 2018, 2019
and 2020 within the City of Temiskaming Shores**

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

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

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

And whereas Council considered Administrative Report CGP-006-2018 at the March 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and three (3) year agreement with Northstar Fireworks Entertainment Inc. for the supply and ignition of a fireworks display in 2018, 2019 and 2020 for consideration at the March 6, 2018 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 Northstar Fireworks Entertainment Inc. for the supply and ignition of fireworks at the annual Summerfest / Canada Day events in 2018, 2019 and 2020 in the amount of \$19,115.88 plus HST per year, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.

Read a first, second and third time and finally passed this 6th day of March, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-000

Agreement between

City of Temiskaming Shores

and

Northstar Fireworks Entertainment Inc.

For the supply and ignition of
Fireworks in 2018, 2019 and 2020

This agreement made in duplicate this 6th day of March, 2018.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the City”)

and:

Northstar Fireworks Entertainment Inc.
(hereinafter called “the Contractor”)

Witnesseth:

That the City 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 Request for Proposal Documents attached hereto and entitled:

The Corporation of the City of Temiskaming Shores
Request for Proposal No. CGP-RFP-001-2018
Canada Day Weekend – Fireworks presentation
2018, 2019, 2020

- b) Do and fulfill everything indicated by this Agreement and in the Proposal Documents.

Article II:

The City will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Nineteen Thousand, One Hundred and Fifteen Dollars and Eighty Eight Cents (\$19,115.88) in 2018, 2019 and 2020 plus applicable taxes subject as provided in the Contract Documents.

Year	Subtotal	13% HST	Total
2018	\$ 19,115.88	\$ 2,485.06	\$ 21,600.94
2019	\$ 19,115.88	\$ 2,485.06	\$ 21,600.94
2020	\$ 19,115.88	\$ 2,485.06	\$ 21,600.94

- b) Make payment on account thereof upon delivery and application of product 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.
- c) Evaluate the Contractor’s performance on all components of the supply and ignition of fireworks display, on a yearly basis and within 60 days of the last held Canada Day Weekend Fireworks Presentation. In the event the evaluation proves to be unsatisfactory, the City holds the right to cancel the remaining term of the agreement. The notification of such cancellation would be provided in writing to the Contractor by registered mail within 90 days of the last held Canada Day Weekend Fireworks Presentation delivered by the Contractor.

Article III:

A copy of the proposal from Northstar Fireworks Entertainment Inc. in response to CGP-RFP-001-2018, hereto attached as Appendix 01 forming part of this agreement.

Article IV:

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

The Contractor:

Northstar Fireworks Entertainment Inc.
215 Bathurst Drive
Waterloo, Ontario
N2V 2B2

The Owner:

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)

Northstar Fireworks Entertainment Inc.

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-000

Northstar Fireworks Entertainment Inc.
Proposal

NORTHSTAR

FIREWORKS ENTERTAINMENT



Request for Proposal Prepared For:

Temiskaming Shores Summerfest Fireworks

2018/19/20

RFP# CQP-001-2018

NORTHSTAR FIREWORKS

ENTERTAINMENT INC.

55 Northfield Drive Unit #246
Waterloo, Ontario N2K 3T6
Phone: (705) 446 - 8590
Jeffc@northstar-fireworks.com
www.northstar - fireworks.com

January 15 2018

Mr. James Franks
Economic Development Officer
City of Temiskaming Shores
325 Farr Drive,
Hailybury, Ontario
POJ 1K0

Dear James:

First off, thank you for giving us the opportunity to bid on the contract for 2018 - 20!! We are very excited about the chance to come back for another great contract!

It was a great 3 years up there, we are appreciative of the experience. We do more shows in your area than any other company in Ontario. We set up camp there for a week over the Canada Day period, with ample shooters, equipment, and fireworks to look after any situation that may arise.

Please read through our proposal, we have great plans for this contract, we know what best works for you're display and this is detailed in the show section. We have been trying to locate a barge both in Ontario and Quebec to make your show even better, in fact if we could get one it would be the ultimate. At the time of writing this nothing is confirmed, but I can assure you that we are working towards this goal. We are also looking into buying a barge,

The artistry, innovation, organization, and safety is what sets North Star fireworks above its competition!

Looking forward to the opportunity of working with you.

Best regards,



Jeff Clarmo
President
North Star Fireworks Entertainment Inc.

OUR HISTORY

North Star Fireworks is truly a multi tasking, full function fireworks company. All we do is fireworks displays. Our breadth of experience ranges from family fireworks shows, to indoor fireworks and special effects, all the way up to large multi media, musically choreographed fireworks productions. We have been doing successful fireworks productions for over 25 years, with customers from sea to sea.

Our early history including manufacturing and distribution of both display and family fireworks. In 1996 we became strictly a shooting company. Musical and high end shows our specialty. We buy directly from the importers, so we offer the best prices possible.

Our equipment is state of the art, with different firing systems depending on the weather conditions and style of show. We have the latest in computer scripting and firing technology for our musical productions, as well as the best all purpose firing systems for our harsh Canadian weather. Our mortar racking system is federally approved.

Safety is always a number one concern at North Star. With doing the sheer volume of shows we do, safety has to be number one as our motto is "You are only as good as your worst show". We are in good standing with WSIB, and will carry 5 million liability insurance

North Star is 100% Ontario owned and operated based out of Waterloo, Ontario. Recent modifications to its head office, warehouse and bunkers doubling its capacity to match its vastly increased revenues. We have depots in Ottawa, Timmins, Thunder Bay, Creemore, Gander and North Bay.



Stratford Summer Music Festival

OUR EQUIPMENT AND CREWS

North Star Fireworks prides itself on grand performances. The timing, the safety, the efficiency, and the overall quality of the show are based on the fact that we use good, new, state of the art equipment.

Our system starts with a computer software system called Finale. It was developed in California many years ago, and is still widely considered the industries finest. It has been used for everything from the Olympics to the Super Bowl to the Symphony of Fire.

The next stage is the actual firing systems, we use digital Pyromates, an excellent all weather system which are durable and dependable. They are good in extreme heat and cold, work great in rain, sleet or snow. We have 10 systems to look after all out large Canada Day shows.

Then we combine the software to the hardware, setting the show in unison with either a high tempo theme or musical track. We fuse every shell or "flight" of shells. We do not believe in time fuse, as there is a risk there of non ignition and a dreaded "black hole" in the show. It gives us control if there is any problem at all to switch sections, move on without the crowd know a thing. The equipment is only as good as the operator!

Our biggest asset by far at North Star is our people. We have been blessed with amazing crews. With over 120 guys and gals across the province (with some in Quebec and Newfoundland) and the majority with over 10 years experience some as much as 20! We pay them well, that why we have the best! Many of our crews have jumped from other companies to join us. These guys (and gals) take as much pride in your show as I do writing this proposal for you. Our crews are approachable, safety minded, and professional – if you need something they will be there for you. As we shoot shows everywhere in Ontario, Quebec and Newfoundland, we always have a "local" crew to help at a moment's notice.

Specific crew members with experience for your show are listed in this proposal.



Crew on site at Craigeleith Ski Club

EXPERIENCE AND QUALIFICATIONS

North Star Fireworks has been doing fireworks displays on a full time basis since 1996. Prior to that 7 years with another company building fireworks. Since those days in the early 90's we have worked with 1000's of municipalities, golf clubs, private parties, and ski resorts in Ontario. We have seen everything! Security issues, weather issues, production issues. They all can be overcome.

Our liability insurance is currently 5 million we also are compliant with WSIB. Certificates will be issued prior to the start of the contract or anywhere along the way to cover those needed.

The overall safety record for North Star is outstanding, with both show production, transportation and production. We have a transportation specialist who is one of our shooters, who we contract to ensure we are following the rules of our friends at the MTO. We have done over 2500 shows in the last 20 years; to say we never dropped debris somewhere where it should not be would of course be a lie. Have we ever had a claim for personal injury? No never, perfectly clean record. For shooters and audience alike.

Our shooters are all federally licensed with Energy Mines and Resources Canada. We have worked with probably 75% of the fire departments in Ontario and have an excellent relationship with them all. If awarded this contract we will of course work closely with the Gander fire department to make the experience as safe, memorable, and exciting as possible!

Forthcoming is a list of shows we did in the last 8 years, each one has their own security and logistical issues, that North Star handled 100% efficiently. Some like City of Guelph; we have to actually fence ourselves in during set up because the area is so dense with people. Other's like Stratford Summer Music take coordination with Police, private security, and in house caution taping done to keep the area safe. City of Toronto Ashbridges Bay, we had to totally reinvent the wheel when awarded the contact this year to make it safe. The site is very dense with people, a combination of new snow fence lines and Police on bikes/horses were brought in to properly secure the area. The shows done there this recently, where referenced as "arguably the best shows ever at Toronto waterfront" City of Woodstock needed a complete overhaul when we got that show in 2013. Site change for safety and view ability, led to various security issues. These were brought forward and dealt with in conjunction with their parks and recreation department, to make a superb and safe show.

To follow is the three requested reference letters and their accompanying videos are on the included memory stick – wifi may be needed to watch them.

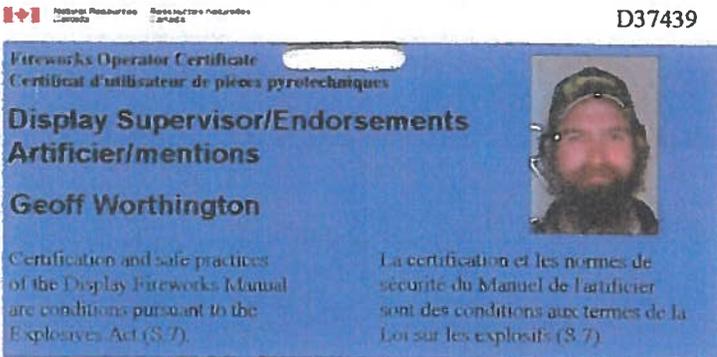
TEAM SUMMERFEST 2018

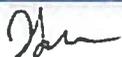
Company president and founder, and award winning choreographer Jeff Clarmo, seen will be the contact person for this contract and show designer. He is available on cell (705) 446 – 8590 anytime.

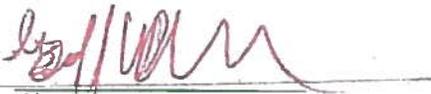
Our Crew supervisor, Geoff Worthington, has been with North Star for 10 years. He has worked 2 shows in New Liskeard and knows the routine very well. He has all the endorsements on his license for this show.

Our second in command is William Barrett. He has shot the last 2 fabulous Canada Day shows in Guelph Ontario - 20K each. He has been a pyro for 20 years and jumped from another company to us in 2010.

The balance of crew will be announced prior to the 2018 shows, but will include local shooters from the Timmins area. We for sure will include Patrick Ramsay from New Liskeard, he helped us last year and was an amazing asset – being local. We pay our top notch guys well and whenever we can we keep the employment local – it helps everyone!!




 Chief Inspector of Explosives
 Inspecteur en chef des explosifs
Sept./Sept. 2020
 Expiry/Expiré

Display Supervisor/Endorsements **Artificier/mentions**
 The holder of this certificate is authorized to set up and fire Fireworks Displays in accordance with the principles set in the Display Fireworks Manual.
 Le détenteur de ce certificat est autorisé à monter et à faire la mise à feu de feux d'artifice selon les dispositions décrites dans le Manuel de l'artificier.
Endorsements:
Large Shells Nautical Effects
Floating Platform

 Signature

D08209

**Display Supervisor/
Endorsements**

Artificier/mentions

Fireworks Operator Certificate
Certificat d'artificier de pièces pyrotechniques

**Display Supervisor/Endorsements
Artificier/mentions**

William Barrett



Certification and safe practices
of the Display Fireworks Manual,
are conditions pursuant to the
Explosives Act (S 7).

La certification et les normes de
sécurité du Manuel de l'artificier
sont des conditions aux termes de la
Loi sur les explosifs (S 7).

The holder of this certificate is
authorized to set up and fire
Fireworks Displays in accordance
with the principles set in the
Display Fireworks Manual.

Le détenteur de ce certificat est
autorisé à monter et à faire la mise
à feu de feux d'artifice selon les
dispositions décrites dans le
Manuel de l'artificier.

Endorsements:
Large Shells Nautical Effects Flying Saucers
Floating Platform Rooftop, Bridge, Flatbed

William Barrett

Signature

Jim

Chief Inspector of Explosives
Inspecteur en chef des explosifs

July/Juliet 2020
Expiry/Expire

2018 – 2021 SUMERFEST FIREWORKS DISPLAY

We have shot this show for the last three years and have learned a great deal from our experience there. The first two years was for the Biker Reunion, and last year was Canada Day 150th production for the town.

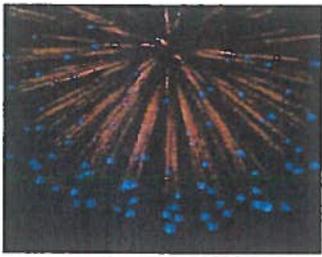
For year three, we thought we could make the show better by utilizing mid level cakes into the show, because the perception was the crowd would move into a new vantage point. Well that may have been the case for a small number of spectators the majority stayed at the original viewing area. The show was awesome but we were not happy with it and for this bid have went back to an all aerial high level display with star shells starting at 4"/100mm – breaking at 400 feet. These will be extended like year one and two all the way up to 8"/200mm the largest we can legally shoot there!! The only exception to that template will be 300 LOUD!! 3" salutes!! The Bikers loved it and so did the locals, so we going to keep doing it!!

In our opinion the show should be 15 minutes in length for MAX intensity and excitement!

We will open with Red and White to honour Canada, pre finale will be our signature gold and brocade hanging chrysanthemums. Then the grand finale will be the 300 shot full on assault of noise and light with the LOUD salutes that will be heard clear across the lake!!

The middle section of the show will be full of tableaux – different sections of different effects. Please see the accompanying pages for fireworks that will be in your show.

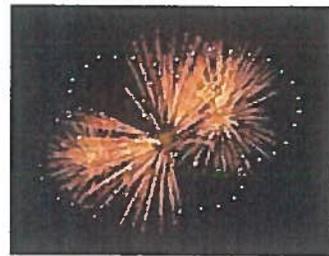




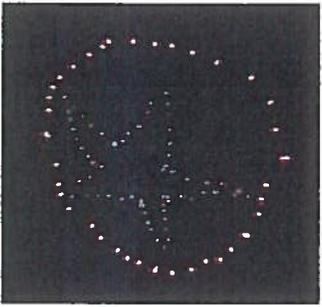
Blue chrysanthemum



white flitter chrysanthemum



butterfly with ring



Star fish shell



crackling crossettes



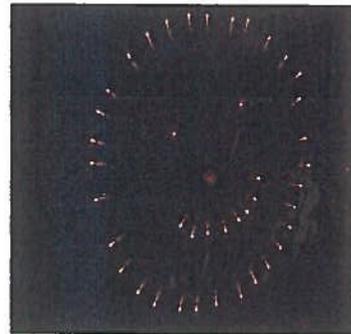
brocade shells



Green crossettes



tailed chrysanthemums



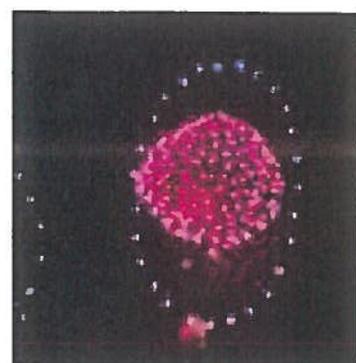
Smiley face shaped shell



Gold Palm Trees



Dragons Eggs w Palm



Saturn

**TEMISKAMING SUMMERFEST
FIREWORKS 2018/19/20**



SHOW DATES: JULY 1st 2018/19/20

AERIAL SHELLS

<u>Size</u>	<u>Description</u>	<u>#</u>	<u>Price</u>	<u>Total Cost</u>
75mm/3"	LOUD tailed salutes	300	\$ 21.00	\$ 6,300.00
102mm/4"	Assorted Colours and Effects	221	\$ 32.00	\$ 7,072.00
102mm/4"	Cylinder Shell Special Effect	49	\$ 50.00	\$ 2,450.00
127mm/5"	Assorted Colours and Effects	115	\$ 60.00	\$ 6,900.00
127mm/5"	Cylinder Shell Special Effect	25	\$ 90.00	\$ 2,250.00
155mm/6"	Assorted Colours and Effects	88	\$ 80.00	\$ 7,040.00
170mm/7"	Extra Special Shells	30	\$ 100.00	\$ 3,000.00
200mm/8"	Extra Special Shells	10	\$ 400.00	\$ 4,000.00
Total Number of Shells		838		\$ 39,012.00

SHOT SUMMARY

75mm/3"	300
102mm/4"	270
127mm/5"	140
155mm/6"	88
170mm/7"	30
200mm/8"	10

QUOTATION SUMMARY

Show Value		\$ 39,012.00
Discount	51%	\$ 19,896.12
Sub Total		\$ 19,115.88
HST	13%	\$ 2,485.06
Total Cost		\$ 21,600.94

PROFESSIONAL SERVICES

- A. **The Shows.** North Star Fireworks takes pride of thinking outside the box for all of our fireworks productions. Each show we produce is a celebration, all of different intention, budget and demographic nature. By utilizing this philosophy for close to 30 years we have allot of experience to draw from in designing shows like yours. Our intention on these shows is to reach Canadians on and emotional and spiritual level

Over the decades we have become artists, and enjoy working with other artists. For the Stratford Summer Music Festival we teamed up with world renowned mystro and composer Berthold Carriere He designed us a 9 minute fireworks soundtrack, aptly named "Music for a Mid Summers Night". To this day, some 14 years afterwards we still utilize that fabulous music for their amazing festival. We really look forward to teaming up with your artistic community to design these shows. North Star has used Carl Langlois from Montreal for many years as our "music man" he is very innovative, insightful and experienced in the fine art of mixing music, and matching themes to create a positive tempo building show.

- B. **Management Plan.** Projects like this are not new to North Star. We would like after acceptance of the proposal to work very closely with the city to establish workable timelines for everything in the regarding deliverables. We have all of our explosive product and equipment in house already, but show design will take some time. We will be shooting the show 100% computer fired on the state of the art Pyromate Digital Nighthawk remote firing system and will be designed on the Finale software program.

We will establish a relationship with local fire and the OPP in the early stages to work with them on fallout zones, security, insurance, permits, emergency response plans and cancellation procedures.

- C. **Project Risks.** This project, like all has inherent risks, mostly to do with weather and cancellation. We want to work with you on this regard and in our afore mentioned first meeting we will come up with a compensation package for both the city and North Star if there is a 3 day hurricane and the shows must be cancelled. Our shows can go rain or shine, if however the winds are above 40KM and/or the conditions are too hazardous to the crew or crowd. We can delay shooting, or postpone to the next day. We will not charge any extra for a next day postponement. If we have to delay for weeks or months, a 10% fee will be charged to cover expenses.

- D. **Quality Control.** This project can and will come off with no snags. No last minute finger pointing, no excuses. We have local tech`s as well as a team from southern Ontario that are in your area doing various shows for a week. Each pyro is trained exclusively with our industry leading techniques and training manuals. Geoff Worthington will once again be the crew chief for this event.

SIMILAR PROJECTS - REFERENCES

Listed below are 3 similar projects to your requested show. We have included a complete reference package and 8 year show list in the package appendix.

1. **Tim Horton's 50th Celebration Party 2014.** This show was given to us after the incredible success we have with the City of Toronto, without a bid. It was a 100K production fully musical on 150 foot barge in Toronto Harbour. The show was artistically up to us and as the crowd demographic included franchise owners worldwide we had to appease everyone. This was done by utilizing new and old Canadian Music as well as American standards and some Bollywood music, to excite our delegation from Dubai. The music was different, but the upbeat theme was the same and it united everyone as a fitting end to an outstanding multimedia production featuring Tom Cochrane and Johnny Reid. Since Tim Horton's is so iconic ally Canadian, we spliced in bits of very important Canadian Sports Clips over top of the music "Henderson scores" and "touch em all Joe you will never hit a bigger home run in your life"... Amazing effect, there wasn't a dry eye in the place!!! We want to use this idea in your show - please see D.3 for more info on our plans for Barrie Harbour!

It was a 4 day set up and the logistics with the Fire Dept, City Police, OPP, Island Airport, bad weather, and the harbour authority, made it a challenge but it came off absolutely amazing without a hitch. The show feature shells from cakes to 12"/300mm. There have been many shows shot in that harbour over the years, and our stood apart because we opened up the canvas by angling our outside sections away from the middle at an obtuse angle with really filled the sky. This method is imperative for a full horizontal show as otherwise your show becomes completely lateral and the big budget and huge quantity of shells get completely lost, on top of each other – especially in the opening and finale.

We also did a 20 x 20 set piece of the Tim Horton's 50th Logo after the show for folks to admire on their way out. Again please see section D.3 for what we have planned in that regard for your show.

Production co coordinator for the event was Callie Hynes. Her number is 416 579 – 7024. Email callie@callieconsults.com Callie was also my contact for many Molson "Mystery Mansion" and "Coors Games" events.



2. **City of Kingston – 200th Birthday Celebrations Sir John A. MacDonald Show 2015.** For this production we were given full artistic freedom. So we concentrated on the man, the era, and the Kingston's historical and military heritage. So what better way to honour the man, than with a 200 gun salute!! 200 3"/75mm LOUD titanium salute shells, starting slow then speeding up to military type barrage of noise light!! The crowd 100% got it as well, and the applause for the opening was almost as grand as the applause for the finale!! Again we have been around a long time and have allot of experience to draw from for your show – please see our show section as we plan on a 300 shot salute to Canada in your grand finale! The show featured shells from cakes to 12"/300mm.

The 30K show was pyro musical, full on military and classical composition. Sir John, would roll over in his grave if we played rock and roll!! There is a time and a place, fireworks is art – and if done properly the crowd appreciates it. Any company, and town, any city can throw a million shells in the air and call it a spectacle. We would rather think outside the box and make each production unique and memorable experience.

We have been doing it in Kingston for a long time with barge shows on Victoria Day all British invasion! Old to new Beatles to Spice Girls to Ed Sheeran.

Our current contact in Kingston is Nancy Ruel (613) 546 – 4291 x 3124. Email address nruel@cityofkingston.ca please see reference letter in the appendix

3. **Gander Festival of Flight – Gander NFLD 2016 and 2017** This show is very similar to yours, similar budget, and same size shells with loads of nautical shells. We have just recently set up a satellite office in Newfoundland and this was our first big show. The organizer was shocked when I said it was going to be action packed no black spot for 17 minutes. She was a little worried as it seemed farfetched from what she was used to and she and the purchasing department went out on a HUGE limb hiring someone new from a different province for such and important show.

The show was 17.15 minutes of shells from 3"/75mm to 10"/250mm and we came through. It has been widely heralded as the "best show ever on the rock" now that's not fair as its hard to compare shows and memories fade... but this one is sticking around for a while I think!! Kelly Sceviour is my contact person and her number is 709 235 – 0243 email ksceviour@gandercanada.com

Jeff Clarmo

From: David Raakman [David.Raakman@mississauga.ca]
Sent: July-04-16 11:24 AM
To: jeff clarmo (jeffc@northstar-fireworks.com)
Subject: Canada Day fireworks were a blast!

20k

Hello Jeff,

I hope you're recovering well from what must have been an extraordinarily busy weekend for you! A quick note to say that our fireworks were fantastic and very well received by the thousands who watched them light up the sky on Friday night! I also want to express my personal appreciation for how easy it was to work with you and your crew. Your responsiveness to my questions, your availability and willingness to meet on site two times at virtually the drop of a hat, and your customer service in general were all top rate.

Knowing how crazy things will be for the 150th birthday celebration, is it possible to tentatively book you now for a similar (and likely bigger show) next year? Our committee has its 2016 wrap-up meeting on July 18 and we'll be in a better position to firm up the details shortly after that. For now, I hope we can count on you and your company to put on our show again next year.

Thanks again and best regards!
David

David Raakman
*Executive Assistant to
Councillor Sue McFadden
Ward 10 Mississauga*

905-615-4610
David.Raakman@mississauga.ca

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www.MississaugaWard10.ca



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JOK



**OFFICE OF THE
COMMUNICATIONS &
SPECIAL EVENTS MANAGER**

The City of Woodstock
500 Dundas Street, P.O. Box 1539
Woodstock, Ontario
N4S 0A7
Telephone (519) 539-1291, Ext. 4102
Fax (519) 539-3275

January 23, 2014

To Whom It May Concern:

WOW ...

Gentlemen ... the reviews continue to roll in!

The Mayor could hear the appreciation of the crowd from his vantage point at the west end of the park.

A local police officer went out of her way to drop by my office to tell me how awe-inspiring she and her family thought the show was ... my oldest daughter commented on how fantastic they looked from the 6th floor balcony of her Chieftain apartment (overlooking Pittock). Jeff Slager, Fire Prevention Officer for the City asked me to pass along his thanks.

I've received numerous comments about the finale and Facebook continues to generate a whole crop of positive comments and kudos.

Thanks for the hard work, direction and professionalism!

The only negative was from the flock of geese that "#*%!" themselves mid-air after the first shell was launched!

Let's do it again! We'll start at \$10K again and hopefully Toyota will step up again!



Brad Janssen
Communication and Special Event Manager
City of Woodstock
519 539 1291 Ext. 4102

Jeff Clarmo

From: Kimble, Lesley [LKimble@cityofkingston.ca]
Sent: January-12-15 3:32 PM
To: 'jeff clarmo'
Subject: FW: Fireworks
Attachments: photo.JPG; ATT00001.txt

JOK

Jeff, I just wanted to tell you that I have heard wonderful reviews about the fireworks from people I have talked to today I did watch them myself , and I would go out on a limb to say that they are the very best we have had in Kingston ever - having grown up here, that's pretty amazing! . The buzz from our committee and other people who saw them was that they were "incredible", "amazing" "phenomenal "" and "the best yet".

I thought I would send this pic that that my daughter took last night through a window at the Confederation place hotel. The shapes disappear so fast that they are really hard to catch, but she just was in the right place at the right time.

Hope the truck issue has been fixed, and that you are going to get back on the road soon. Let me know what's happening with the trailer, so I can let the Base Chief know.

Many thanks again Jeff, you really outdid yourself this time!

Cheers, Lesley

Lesley Kimble
Special Events Coordinator
Recreation and Leisure Services
Community Services Group
City of Kingston
Phone: 613-546-4291 ext. 1715
Cell: 613-328-1176
Email: Lesley Kimble

where history and innovation thrive
City of Kingston

-----Original Message-----

From: Erin Kimble [<mailto:erinmjkimble@gmail.com>]
Sent: Monday, January 12, 2015 12:46 AM
To: lkimble222@gmail.com; Kimble, Lesley
Subject: Fireworks

[https://www.cityofkingston.ca/cok/images/logos/SS_Top7_emailpromo.jpg]

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Jeff Clarmo

From: Jacques Begin [jacques@voyageurdays.com]
Sent: July-27-15 6:52 PM
To: 'jeff clarmo'
Cc: lucie@voyageurdays.com; lynne@voyageurdays.com
Subject: Mattawa Voyageur Days

ISK

Jeff...there are absolutely a billion positive words that would describe what you displayed last night closing Mattawa Voyageur Days!!!! We have received so many comments on the fireworks that I think we should cancel the concerts and just set off fireworks all weekend long!!!! Thank you so very much for believing in Mattawa Voyageur Days....you should be the Voy Days co-chair responsible for oos and aaaaahhhssss !!!! Thank you so very much.

Next year...Mattawa Voyageur Days turns 19 so we will have the 19th Birthday Bash....and in 2 years...the Best of 19 years of music for the 20th Anniversary....so you got some planning to do!!!

I think we need to trim out some brush so that we can enjoy the water display though.!!!!

Keep it up...and use us as reference anytime

Thanks
Jacques

Jeff Clarmo

From: Judy Matheson [jmatheson@stratfordsummermusic.ca]
Sent: July-18-17 8:34 AM
To: Jeff Clarmo
Subject: thank you!

10k

Jeff!

Wonderful job last night ... STUNNING DISPLAY!!

Thanks so much for consistently delivering the best fireworks show of the year in Stratford.

Best regards,

Judy

**STRATFORD
SUMMER
MUSIC 17**
John A Miller, Artistic Producer

July 17 to August 27

Judy Matheson
General Manager
Stratford Summer Music
jmatheson@stratfordsummermusic.ca
519-271-2101
Make music a part of your
Stratford experience!



CGP-RFP-001-2018

City of Temiskaming Shores
CGP-RFP-001-2018
Supply and ignition of fireworks display

CGP-RFP-001-2018

Developer's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, JEFF CLARMO
(Registered Company Name/Individuals Name)

Of, NORTHSTAR FIREWORKS ENTERTAINMENT INC
(Registered Address and Postal Code)

Business:

Phone Number (705) - 446-8590

Fax Number () - N/A

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

Lump sum price 2018 (excl. HST)	\$ <u>19 115.88</u>
Lump sum price 2019 (excl. HST)	\$ <u>19 115.88</u>
Lump sum price 2020 (excl. HST)	\$ <u>19 115.88</u>



CGP-RFP-001-2018

City of Temiskaming Shores
CGP-RFP-001-2018
Supply and ignition of fireworks display

NON COLLUSION AFFIDAVIT

I/ We JEFF CLARKE 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

NORTASTAR FIREWORKS ENTERTAINMENT INC.

Title

PRESIDENT



CGP-RFP-001-2018

City of Temiskaming Shores
CGP-RFP-001-2018
Supply and ignition of fireworks display

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 COLLINGWOOD this 15 day of JAN, ~~2014~~ 2018

FIRM NAME: NORTSTAR FIREWORKS ENTERTAINMENT INC.

BIDDER'S AUTHORIZED OFFICIAL: JEFF CLARMO

TITLE: PRESIDENT

SIGNATURE: 

**TREASURER'S STATEMENT OF REMUNERATION - 2017
CITY OF TEMISKAMING SHORES**

NAME	POSITION	REMUNERATION	OVERHEAD	CONFERENCE/ TRAVEL	TOTAL
Kidd, Carmen	Mayor	\$27,932.74	\$1,687.99	\$5,267.33	\$34,888.06
Foley, Jesse	Councillor	\$12,390.38	\$645.11	\$767.36	\$13,802.85
Hewitt, Patricia	Councillor	\$12,890.38	\$689.25	\$3,207.26	\$16,786.89
Jelly, Doug	Councillor	\$12,015.38	\$621.74	\$25.00	\$12,662.12
Laferriere, Jeff	Councillor	\$12,015.38	\$612.01	\$63.04	\$12,690.43
McArthur, Mike	Councillor	\$12,390.38	\$403.21	\$1,036.34	\$13,829.93
Whalen, Danny	Councillor	\$12,765.38	\$678.23	\$3,108.18	\$16,551.79
		\$102,400.02	\$5,337.54	\$13,474.51	\$121,212.07

TIMISKAMING HEALTH UNIT

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Kidd, Carman	Mayor	\$2,610.00	\$768.68	\$3,378.68
Foley, Jesse	Councillor	\$400.00	\$0.00	\$400.00
McArthur, Mike	Councillor	\$480.00	\$0.00	\$480.00
		\$3,490.00	\$768.68	\$4,258.68

**DISTRICT TIMISKAMING SOCIAL SERVICES
ADMINISTRATION BOARD**

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Hewitt, Patricia	Councillor	\$3,575.00	\$333.00	\$3,908.00
Jelly, Doug	Councillor	\$3,050.00	\$786.10	\$3,836.10
		\$6,625.00	\$1,119.10	\$7,744.10

POLICE SERVICES BOARD

NAME	POSITION	REMUNERATION	OVERHEAD	CONFERENCES TRAVEL	TOTAL
Thornton, Brian	Appointee	\$400.00	\$42.27	\$0.00	\$442.27
Whalen, Danny	Councillor	\$0.00	\$0.00	\$0.00	\$0.00
Moore, Gail	Appointee	\$987.50	\$107.47	\$1,109.98	\$2,204.95
Shepherdson, Ruth	Appointee	\$987.50	\$71.92	\$1,109.98	\$2,169.40
Jelly, Doug	Councillor	\$1,125.00	\$89.60	\$1,475.39	\$2,689.99
		\$3,500.00	\$311.26	\$3,695.35	\$7,506.61

FONOM

NAME	POSITION	REMUNERATION	TRAVEL	TOTAL
Whalen, Danny	Councillor	\$2,200.00	\$3,157.84	\$5,357.84
		\$2,200.00	\$3,157.84	\$5,357.84

Date: February 23, 2018

Signature: Laura-Lee MacLeod
Laura-Lee MacLeod
Treasurer

Memo

To: Mayor and Council
From: Laura-Lee MacLeod, Treasurer
Date: March 6, 2018
Subject: OILC Loan Application(s)

Mayor and Council:

Resolution 2017-511 passed on December 19, 2017 adopting the 2018 Capital Budget in principal which included the Fleet Replacement Plan which incorporated anticipated borrowing of approximately \$1,203,000. The OILC interest rates are very competitive.

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

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

The Treasurer respectfully requests that Council consider the following resolution:

“Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 011-2018-CS;

That Council directs the Treasurer to proceed with the application(s) to OILC for capital works as approved in Resolution No. 2017-511; 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.”

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Laura Lee MacLeod
Treasurer

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Subject: Video Surveillance Policy

Report No.: CS-006-2018
Agenda Date: March 6, 2018

Attachments

Appendix 01: Draft Video Surveillance Policy

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-006-2018; and
2. That Council directs staff to prepare the necessary By-law to adopt a Video Surveillance Policy for the City of Temiskaming Shores for consideration at the March 20, 2018 Regular Council meeting.

Background

The City of Temiskaming Shores is committed to public and employee safety, crime prevention and protection of publicly owned assets.

The City currently uses video surveillance at the following facilities:

- Bucke Park – outside
- Carter Antilla Memorial Skate Park
- City Hall – inside and outside
- Haileybury Marina – outside
- Haileybury Branch Library – inside
- New Liskeard Branch Library – inside
- 200 Lakeshore Road North – Public Works Complex (all buildings & yard)
- Don Shepherdson Memorial Arena – inside and outside
- Riverside Place – inside and outside
- Pool & Fitness Center – inside and outside
- Haileybury Beach - outside

Currently there is no policy in place for the maintenance of control and responsibility of the video surveillance system.

Analysis

The objectives of video surveillance systems are to enhance the safety and security of employees, the public and city assets, to prevent unauthorized activities on or involving City property and reduce risk and liability exposures.

The policy applies to all City of Temiskaming Shores employees, including full-time, part-time, temporary, contract, internship, volunteer and co-op placement employees.

Contractors and service providers will be afforded the same rights and expectations as employees in this policy, while performing authorized activities for the City.

Attached as Appendix 01 is the draft Video Surveillance Policy.

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 option 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"

Shelly Zubyck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores
By-Law No. 2018-000

Being a by-law to adopt a Video Surveillance Policy
for the City of Temiskaming Shores

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

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

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a 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-006-2018 at the March 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Video Surveillance Policy for the City of Temiskaming Shores for consideration at the March 20, 2018 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 adopts a **Video Surveillance** for the City of Temiskaming Shores, identified as Schedule "A", attached hereto and forming part of this by-law, and;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 20th day of March, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to
By-law No. 2018-000
Video Surveillance Policy

Policy Statement:

The City of Temiskaming Shores recognizes the delicate balance between an individual's right to be free from invasion of privacy and the need to protect the safety and security of its employees, the public and property.

In respecting this balance, the City is committed to ensuring and enhancing the safety and security of the public, its employees and property by integrating security best practices with the responsible use of technology.

Employees ensure the personal information of persons captured on video surveillance is maintained as private, confidential and secure, except as legally exempted or in situations outlined by this policy.

Purpose:

The objectives of video surveillance systems are to enhance the safety and security of employees, the public and city assets, to prevent unauthorized activities on or involving City property and reduce risk and liability exposures.

Scope:

This policy applies to all City of Temiskaming Shores employees, including full-time, part-time, temporary, contract, internship, volunteer and co-op placement employees.

Contractors and service providers are afforded the same rights and expectations as employees in this policy, while performing authorized activities for the City.

This policy applies to all video surveillance systems located in all City properties and facilities.

This policy does not apply to covert surveillance used as an investigation tool for law enforcement purposes or in contemplation of litigation.

Definitions:

City means the Corporation of the City of Temiskaming Shores.

Clerk means the Clerk for the Corporation of the City of Temiskaming Shores.

Consistent purpose means personal information collected by the City of Temiskaming Shores is used for the purpose for which it was collected or similar consistent purposes when carrying out City business. The individual to whom the information relates might reasonably expect the use/disclosure of their personal information for those consistent purposes.

Control (of a record) means the power or authority to make a decision about the

use or disclosure of a record.

Custody (of a record) means the keeping, care, watch, preservation or security of a record for a legitimate business purpose. While physical possession of a record may not always constitute custody, it is the best evidence of custody.

Destruction is the physical or electronic disposal of records or data by means of shredding, recycling, deletion or overwriting. This also includes the destruction of records or data residing on computers and electronic devices supplied or paid for by the Corporation.

Digital video recording equipment means any type of video recording and reception equipment used as part of the video surveillance system.

Freedom of information process means a formal request for access to records made under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Head refers to the City Clerk.

Information and Privacy Commissioner means the Information and Privacy Commissioner of Ontario (commonly referred to as the IPC). The IPC hears appeals of decisions made by Heads of institutions, issues binding orders, conducts privacy investigations, and has certain powers relating to the protection of personal privacy as set out in the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) means legislation that governs access to and the privacy of municipal records.

Personal information means recorded information about an identifiable individual including:

- a) Information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, or marital or family status of the individual;
- b) Information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to the financial transactions in which the individual has been involved;
- c) Any identifying number, symbol, or other particular assigned to the individual;
- d) The address, telephone number, fingerprints or blood type of the individual;
- e) The personal opinions or views of the individual except if they relate to another individual;

- f) Correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
- g) The views or opinions of another individual about the individual, and
- h) The individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Privacy breach means an incident involving unauthorized disclosure of personal information, including it being stolen, lost or accessed by unauthorized persons.

Record means any unit of information however recorded, whether in printed form, on film, by electronic means, or otherwise, and includes correspondence, memoranda, plans, maps, drawings, graphic works, photographs, film, microfilm, sound recordings, videotapes, machine readable records, an e-mail and any other documentary material regardless of physical form or characteristics, made or received in the course of the conduct of City business.

Retention period is the period of time during which a specific records series must be kept before records in that records series may be disposed of.

Service provider means a video service provider, consultant or other contractor engaged by the City in respect of the video surveillance system.

Video surveillance system means a video, physical or other mechanical, electronic, digital or wireless surveillance system or device that enables continuous or periodic video and audio recording, observing or monitoring of individuals in public spaces or within City operated facilities.

Policy:

The City of Temiskaming Shores is responsible for the video surveillance systems and maintaining custody and control of video records at all times.

The collection of personal information through video surveillance is authorized under section 28(2) of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Providing notice

Signs are posted at all public access points to and within areas under video surveillance.

All attempts are made to ensure proper signage is posted at all facilities using a video surveillance system.

Camera placement

Where possible, all cameras that are adjustable or moveable are restricted to prohibit the viewing of locations not intended to be monitored. Cameras are prevented from looking through a window of an adjacent building or areas where a higher level of privacy is expected, such as within a washroom or change room.

Only the City Manager, Manager of Physical Assets, IT Administrator in coordination with the Director of Corporate Services or delegated employees, may install, change or authorize a service provider or employee to install or change a camera's permanent setting.

Use of video recordings

The information collected through video surveillance is used only for the purposes of:

- Enhancing the safety and security of employees, the public and city assets;
- Preventing unauthorized activities upon or involving City property;
- Assisting in investigating unlawful activity;
- Assessing the effectiveness of safety and security measures;
- Investigating an incident involving the safety or security of people, facilities or assets;
- Providing evidence as required to protect the City's legal rights;
- Investigating an incident or allegation of serious employee misconduct;
- Managing corporate risk;
- Investigating an incident involving a potential or active insurable claim; or
- A consistent purpose.

Any time an incident report is completed, applicable video will be retained as needed.

When a City employee is involved in an incident for which a video recording is being retained, that video recording must be reviewed by another employee or manager.

Requests for disclosure

The City of Temiskaming Shores does not disclose a video record to any

individual or organization except as permitted through MFIPPA.

- a) Public requests for disclosure - Any person may make a written request for access to video records created through a video surveillance system through the freedom of information process. Access may depend on whether there is an unjustified invasion of another individual's privacy and whether any exempt information can be reasonably severed from the record.
- b) Internal requests for disclosure – City employees may request a copy of a video recording if it is necessary for the performance of their duties **in the discharge of the institution's functions.**
- c) Law enforcement requests - The City may disclose a copy of a video recording to a law enforcement agency where there are reasonable grounds to believe that an unlawful activity has occurred and been captured by the video surveillance system in accordance with section 32.(g) of MFIPPA.

If video containing personal information is improperly disclosed or is suspected to have been disclosed to an unauthorized person, the employee or service provider who is aware of the disclosure must immediately inform the appropriate department manager, as well as, the City Manager.

Live viewing

Live viewing is restricted to time periods when there is a demonstrably higher likelihood of safety and security concerns involving employees, the public or City assets, or the commission of unauthorized activity in the area under surveillance. Live feed monitors are turned off when not in use.

Retention and destruction

Video that has not been requested by the public, City employees or law enforcement agencies within the maximum retention period is considered transitory and is automatically erased by being overwritten in accordance with the records retention by-law.

Certain City facilities use digital video recording equipment to store information until the storage capacity of the hard drive/video tape has been reached at which time the image is overwritten. All new installed or upgraded digital video recording equipment in City facilities are programmed with a maximum retention period of fourteen (14) calendar days after which time it is overwritten.

If video is proactively retained in anticipation of a request, video may be stored for up thirty (30) calendar days. If no request is received within the thirty (30) days then it is manually deleted.

Digital recording equipment may only be destroyed when replaced by a new

piece of equipment or when it is not repairable. It may only be destroyed by an authorized service person and it is destroyed in a manner that ensures that it can no longer be used by any person and that the information recorded cannot be reconstructed or retrieved by any person.

Responsibility

The City manager will:

- Provide oversight and ensure compliance with this policy by all City employees.

The Director of Corporate Services will:

- Administer and communicate this policy broadly to all employees;
- Ensure a public notice for video surveillance is placed at all City sites that have a video surveillance system.

The City Clerk will:

- Respond to requests for disclosure under the freedom of information or applicable routine disclosure procedures;
- Respond to requests from the public and employees about the collection, use, and disclosure of personal information captured by a video surveillance system;
- Respond to appeals and privacy complaints received through the Office of the Information and Privacy Commissioner of Ontario (IPC);
- Work with department manager(s) and employee(s) in the event of an improper disclosure of personal information;
- Notify the IPC in the event of a privacy breach, where appropriate;
- Conduct internal audits of the system, as required, to ensure compliance with this policy and MFIPPA.

Managers and supervisors will:

- Ensure the appropriate use of the video surveillance system at their facility(ies) in compliance with this policy;
- Delegate and assign responsibility regarding who will act on their behalf in following procedures relating to this policy in their absence;
- Provide job-specific training;
- Refer any requests for copies of surveillance video to the City Clerk;
- Investigate and report any privacy breaches to the City Clerk;

- Ensure that employees are monitoring compliance with the retention periods applicable to the video surveillance systems.

Employees will:

- Report to their manager or supervisor any suspected privacy breach;
- Report to their supervisor any problems with the video surveillance system;
- Review and comply with this policy and MFIPPA in performing their duties and functions related to the operation of the video surveillance system.

Employees may be subject to criminal charges, civil liability and/or discipline, including but not limited to termination, for a breach of this policy, or provisions of MFIPPA or other relevant statutes.

Memo

To: Mayor and Council
From: Christopher W. Oslund, City Manager
Date: March 6, 2018
Subject: New Liskeard Business Improvement Area Board of Management

Appendices: Appendix 01 Petition to Repeal BIA By-law
Appendix 02 New Liskeard By-law 1837 (Creation of BIA)
Appendix 03 New Liskeard By-law 1843 (Expansion of BIA)
Appendix 04 City of Hamilton Dormancy Procedure

Mayor and Council:

On February 15, 2018 the Clerk received a Petition from ratepayers in the New Liskeard Business Improvement Area requesting that Council repeal By-law No. 2531 and disband the New Liskeard Improvement Area Board of Management in accordance with Section 211 of the Municipal Act, 2001.

The Municipal Act states that a request to repeal a by-law that created a Business Improvement Area must be signed by persons who are responsible for at least one-third of the taxes levied in the BIA area. Staff have confirmed that the persons who signed the petition represent approximately 35% of the taxes levied and therefore meet the one-third threshold.

Under the Municipal Act, Council is responsible to provide Notice of the intended Repeal of the By-law establishing the BIA. If this notice receives support from at least one-half of the total number of persons paying taxes within the BIA who also represent 50% of the taxes levied then Council is obligated to repeal the by-law. Council has 60 days to make its decision.

Staff is recommending that Council schedule a Public Meeting on April 4, 2018 at Riverside Place and invite all those who pay a levy in the improvement area. Staff will work on a process to determine if there is support from at least 50% of the persons paying taxes to repeal the by-law which will result in the disbandment of the BIA (i.e. survey, etc.). The Public Meeting would also allow Council the opportunity to discuss alternatives such as a reduction in the size/scope of the BIA or establishing a “dormancy period”. Attached as Appendix 4 is a procedure used by the City of Hamilton to establish a dormant period.

Prepared by:

“Original signed by”

Christopher W. Oslund
City Manager

CORPORATION OF THE TOWN OF NEW LISKEARD

BY-LAW NO. 1837

A By-law to designate a certain area as an Improvement Area.

WHEREAS Section 361 of The Municipal Act, R.S.O. 1970, Chapter 284, provides inter alia that the Council of a local municipality may pass by-laws designating an area as an improvement area;

AND WHEREAS notice of the intention of the Council of the Corporation of the Town of New Liskeard to pass a by-law designating the area described in Schedule "A" annexed hereto as an improvement area has been given as prescribed by the said Act and no sufficiently signed petition objecting to the passing of the By-law has been received within the time limited therefor;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF NEW LISKEARD enacts as follows:

1. The area comprised of the land described in Schedule "A" annexed hereto is designated as an improvement area within the meaning of The Municipal Act.
2. This By-law shall not come into force without the approval of the Ontario Municipal Board.

PASSED this 19th day of June , 1978.



Clerk



Mayor

SCHEDULE "A"

TOWN OF NEW LISKEARD
DESCRIPTION OF DOWNTOWN BUSINESS IMPROVEMENT AREA

Commencing at the most Southerly angle of Lot 7, on the West side of The Boulevard, Plan M 22 N.B.

THENCE Westerly to the North East angle of Lot 14 on the East side of May Street Plan M 22 N.B.

THENCE Southerly along the East limit of Lots 14, 15, 16 on the East side of May Street to the South East angle of said Lot 16.

THENCE West along the South limit of said Lot 16 to the South West angle thereof.

THENCE West to the South East angle of Lot 19, on the West side of May Street, Plan M22 N.B. being on the North limit of Cedar Avenue Plan M 22 N.B.

THENCE West along said North limit of Cedar Avenue to the South West angle of Lot 34 on the East side of Paget Street, Plan M 22 N.B.

THENCE North Westerly to the most Southerly angle of Lot 93 Plan M 29 N.B.

THENCE North Westerly along the South West limit of said Lot 93 and the production thereof to the North Westerly angle of Lot 356, Plan M 29 N.B.

THENCE North Easterly along the North Westerly limit of Lots 356, 357, 358 and 359 to the most Northerly angle of said Lot 359.

THENCE Northerly along the Westerly limit of Lots 360 and 361 Plan M 29 N.B. to the North West angle of said Lot 361.

THENCE Westerly to and along the South limit of Lots 366, 367, 368, 369, 370, 371 and 372, Plan M 29 N.B. to the South West angle of said Lot 372.

THENCE North along the West limit of said Lot 372 to the North West angle thereof.

THENCE North West to the South West angle of Lot 9, on the North side of Whitewood Avenue, Plan M 31 N.B.

THENCE North along the West limit of said Lot 9 to the North West angle thereof.

THENCE East along the North limit of said Lot 9 to the North East angle thereof.

THENCE North East to the North West angle of Lot 1, on the East side of Mary Street.

THENCE East along the North limits, and productions thereof, of Lot 1, on the East side of Mary Street, Plan M 31 N.B.
Lot 1, " " West " " Paget Street, " " " "
Lot 15, " " East " " " " " M 11 N.B.
Lot 12, " " West " " Wellington St. " " " "
to North East angle of said Lot 12.

THENCE South along the East limit of Lots 12, 13 and 14 on the West side of Wellington Street Plan M 11 N.B. to the South East corner of said Lot 14.

THENCE East to and along the North limit and production thereof, of Lot 13 on the East side of Wellington Street, Plan M 11 N.B. to the South West angle of Lot 9 on the West side of Armstrong Street, Plan M 11 N.B.

THENCE North along the West limit of Lots 9, 8, 7, 6, 5, 4, 3, 2, and 1 on the West side of Armstrong Street Plan M 11 N.B. to the North West angle of said Lot 1.

THENCE North East to a point in the South West limit of Lot 19, on the South West side of Sharpe Street, Plan M 11 N.B. Distant 15 feet measured North Westerly along said limit of Lot 19, from the South Easterly angle thereof.

THENCE continuing North Easterly and parallel with the South Easterly limit of said Lot 19 to a point in the North Easterly limit thereof.

THENCE North Easterly to the point of intersection of the East limit of Armstrong Street Plan M 11 N.B. with the South West Shore Line of the Wabi River.

THENCE South Easterly along the Shore Line of the Wabi River to the point of intersection of said Shore Line with the North Easterly production of the North Westerly limit of The Boulevard.

THENCE South Westerly along said production to the North East angle of Lot 1 on the South side of Whitewood Avenue Plan M 22 N.B.

THENCE South Westerly along the North Westerly limit of The Boulevard to the point of commencement, being the most Southern angle of Lot 7, on the West side of The Boulevard, Plan M 22 N.B.

This is Schedule "A" to
By-law No. 1837 passed this
day of June, 1978.


Clerk


Mayor



Ontario
Municipal
Board

416/965-5689

180 Dundas St. West
Toronto, Ontario
M5G 1E5

Mr. W. F. Chatwin
Clerk-Administrator
Town of New Liskeard
P.O. Box 730
NEW LISKEARD, Ontario
POJ 1P0.

Quote File Number
M 78204

November 9th, 1978

Dear Sir:

Re: By-law 1837, Designation
of an Improvement Area

Enclosed is documentation as follows:

- Copy of Decision dated November 9th, 1978
- Copy of Decision dated
(Signed Duplicate Original to follow)
- Duplicate Original of Decision dated
- Board's Order made
- Appointment for Hearing
- Certified copy of Board's Order
made
- Report to the Minister made

Yours truly,

C. Saruyama
Supervisor
Planning Administration

:lr

Enclosure

presented to council. NOV 20 1978



Ontario Municipal Board

IN THE MATTER OF Section 361 of
The Municipal Act (R.S.O. 1970,
 c. 284)

- and -

IN THE MATTER OF an application
 by The Corporation of the Town
 of New Liskeard for approval of
 its By-law 1837, passed on the
 19th day of June, 1978, being a
 by-law to designate a certain
 area described in Schedule "A"
 to such by-law as an Improvement
 Area

C O U N S E L :

Owen J.R. Smith - for the Town of New Liskeard
 Peter R. Ramsay - for Linda Aquini and others
 Ian M. Gordon, Q.C. - for Nova Maille and others

DECISION OF THE BOARD delivered by W.T. SHRIVES

This application is for the approval of By-law 1837 passed by the Town of New Liskeard under Section 361 of The Municipal Act. This particular section provides that a council can enact a by-law to designate an area as an improvement area and provide for "the improvement, beautification and maintenance of municipally owned lands, buildings and structures in the area". On the 19th day of June, 1978, the Council of the Municipality enacted the subject by-law for such a purpose. The area which was so designated is described in Schedule "A" attached to the by-law and covers what is primarily the core area of the Town of New Liskeard.

As required by the statute the Town filed with the Board, a certification that less than one-third of the affected ratepayers objected and that the assessment of those objecting was less than one-third of the assessed value of the

area. It did reveal, however, that the assessment of those in opposition amounted to approximately 29 percent and the Board conducted a public hearing of the application.

The Clerk-Administrator of the Town gave evidence regarding the background of the subject by-law and the important role played by the Merchants Association in defining the area selected. It appears that originally the area was somewhat smaller than the one which is now being proposed.

Another witness from the Ministry of Industry and Tourism explained to the Board the importance of creating these improvement areas and the benefits which can be derived from such a program. He stated that there are about 85 of these improvement areas in existence at the present time in the Province.

Mr. Ramsay represented clients who support the approval of the application and in fact called two witnesses who enthusiastically endorsed the idea.

Mr. Gordon on the other hand represented certain parties who object to being included in the improvement area.

The first witness called was Mr. Raymond Jones, who is the Manager of a large Canadian Tire Store located on the west side of May Street. He pointed out that his store presently has a very large advertising budget and that in his opinion their present methods of advertising would benefit the operation more than being a part of the cooperative method of the improvement area. The list filed as Exhibit #2 at the hearing indicates that this operation has the second highest assessment of all the businesses listed. Mr. Jones did admit, however, that there could be some benefit to his operation if this program was instituted.

The second witness of Mr. Gordon was Mr. Edmond Bastin,

who is a soft drink manufacturer and operates a plant in the designated area. The area of land which this plant occupies on the east side of May Street takes up most of a triangular-shaped parcel bounded by May Street, Sharpe Street and Whitewood Avenue. He feels that because of the nature of his business and the fact that he does not deal with the public on a direct basis generally, that there would not be much benefit of being included.

Mr. Richard Sherritt, who described himself as the accountant of Campsall Electric, also objected on behalf of the Company to being included. He stated that because of the nature of their business, they have very little direct contact with the public.

Mr. Joseph Allevier, who operates a business known as the Northern Truck Centre, objected to the inclusion of his operation in the improvement area. This objector is located on the west side of May Street and is the local International Harvester dealer and as such repairs heavy trucks. He did say, however, that he does not oppose the beautification of the area.

Subsection (18) of Section 361 of The Municipal Act reads as follows:

"(18) No by-law designating an improvement area comes into force without the approval of the Municipal Board and as a condition of giving its approval the Municipal Board may by its order impose such restrictions, limitations and conditions with respect to such matter as may appear necessary or expedient. "

The Board, having considered the evidence adduced, is of the opinion that the boundaries which are proposed in Schedule "A" to By-law 1837 should not be varied. The Board is not satisfied, however, that the direct benefit which will occur to those ratepayers located in the area bounded by the east side of May Street, Sharpe Street, and

The Boulevard will not be as great. This decision is based on the type of business such as the bottling plant as well as the proximity to the main core.

The Board feels that these ratepayers should be assessed at a lesser amount than the remainder and will set the assessment of those east of May Street at 50 percent of the regular charges. Accordingly, the Board feels that the by-law should be amended to reflect this and such amendment will be approved without further notice or hearing.

DATED at Toronto this 9th day of November, 1978.

W.T. SHRIVES
VICE-CHAIRMAN

BY-LAW NO. 2531 OF THE CORPORATION OF THE TOWN OF NEW LISKEARD

BEING A BY-LAW to designate certain areas within the Town of New Liskeard as an Improvement Area pursuant to Section 220 of the Municipal Act, R.S.O. 1990, as amended.

WHEREAS the Town of New Liskeard has already designated an improvement area under By-laws 1837 and 1843;

AND WHEREAS the Business Improvement Area Board of Management has requested that the existing areas be expanded;

AND WHEREAS the Notice of Intention has been given in accordance with Section 220 of the Municipal Act, R.S.O. 1990, as amended;

AND WHEREAS no objections were received to the Notice of Intention within the prescribed period;

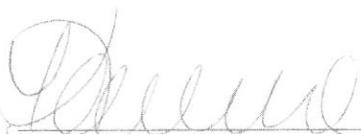
NOW THEREFORE, the Council of the Corporation of the Town of New Liskeard enacts as follows:

1. The following areas are designated as an improvement area:
"All of the land shown on the map attached hereto as Schedule "A" to this by-law as Areas 1, 2, 3, 4 and 5."
2. The Business Improvement Area Board of Management shall establish annually a rate to be collected.
3. The mill rate established will be applied to areas as follows:
"Area 1 - 100%; Area 2 - 50%; Area 3 - 100%; Area 4 - 50%; Area 5 - 30%"
4. This by-law comes into effect on January 1, 1996.
5. By-laws 1837 and 1843 are **REPEALED** effective December 31, 1995.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 18th DAY OF DECEMBER, 1995.

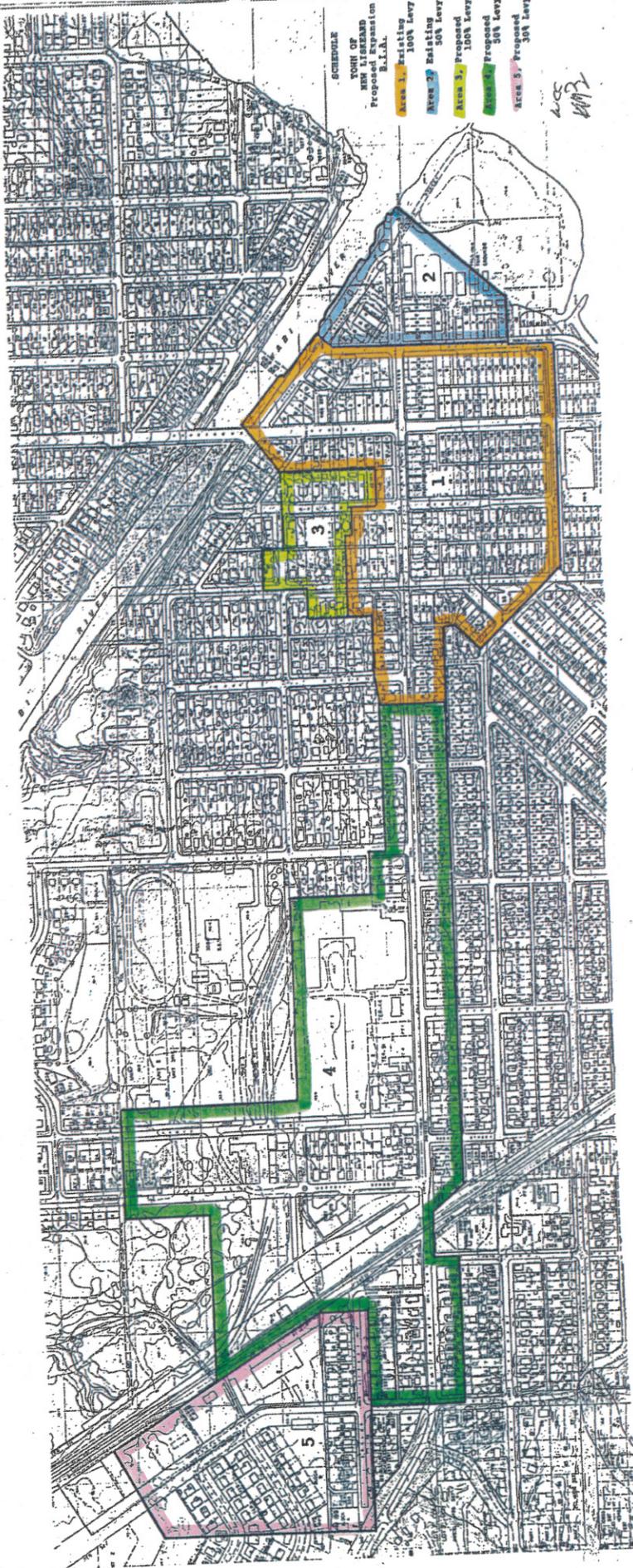


Mayor



Chief Administrative Officer

Kenneth D.N. Boal, AMCT, CMC
Chief Administrative Officer
Corporation of the Town of New Liskeard



SCHEDULE
TOWN OF
NEW LIVERLAND
Proposed Expansion
District

Area 1	Existing	100% Levy
Area 2	Existing	50% Levy
Area 3	Proposed	100% Levy
Area 4	Proposed	50% Levy
Area 5	Proposed	50% Levy

LCS
WJZ

Dormant Business Improvement Area (B.I.A.) Status Procedure

Definition of a Dormant B.I.A.

All functions of the B.I.A. cease to exist. The material assets would be held in storage as determined by the City. The funds in the B.I.A.s bank account would be transferred to the City and held in an account. Financial incentives available to active B.I.A.s would not be available to non-active B.I.A.s.

Procedure

1. Upon failure of a B.I.A. to satisfy the legislated requirements of the *Municipal Act, 2001*, the Downtown and Community Renewal Division will send a notice advising the members of the B.I.A. of this and inviting them to a meeting to determine the future of the B.I.A.
2. An information report will be provided for City Council to apprise them of item 1.
3. If the meeting demonstrates a lack of interest in an active B.I.A., staff will undertake an assessment of the B.I.A. An inventory list would be prepared identifying all the material assets of the B.I.A. The finances of the B.I.A. would be reviewed to determine its ability to meet financial obligations.
4. Staff will determine if the dormant status could be supported, and if it can, will prepare a report recommending this for Council approval. The term for dormant status will be three (3) years.
5. Once Council approves the dormant status, the members of the B.I.A. will be advised of this by means of a notice sent by the Downtown and Community Renewal Division.
6. The B.I.A. would provide a cheque to the City of Hamilton for any funds that the B.I.A. holds and close its account(s).
7. The Finance Department would create an account to hold the funds. It will be responsible for any activity of the account, including meeting any the B.I.A.'s financial obligations.
8. The Public Works Department would be responsible for storage of any material assets and will submit invoices to the Finance Division for any costs associated with inspection, removal or storage which may be paid from the B.I.A. account.
9. During the dormant term, the B.I.A. may be revived by the membership. This would require a meeting of the members to elect a Board of Management and to prepare a proposed budget. The B.I.A. would be re-instated as an active B.I.A. for the year in which the proposed budget is approved by Council, provided that the approval occurs on or before March 1. The Downtown and Community Renewal Division would assist with the facilitation of the process to revive the B.I.A.

10. A report would be submitted for Council appointment of the elected Board of Management and approval of the proposed budget.
11. Once item 10 is approved by Council, any remaining funds in the account will be transferred to the active B.I.A.
12. Throughout the term of the dormant B.I.A., the Downtown and Community Renewal Division would annually canvas the members of the B.I.A. to gauge their interest in reviving the B.I.A. If there is an interest, the Downtown and Community Renewal Division would facilitate meeting(s) with respect to such a revival.
13. If the B.I.A. is not reinstated prior to the expiration of the three (3) year term, a report will be prepared to advise City Council. Council may resolve to dissolve the B.I.A., which requires the repeal of the by-law(s) that designated the area and established the Board of Management. Upon dissolution of the B.I.A., the assets and liabilities of the B.I.A. become the assets and liabilities of the City. The report will include recommendations with respect to the distribution of any remaining B.I.A. assets.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-032

Being a by-law to authorize an Agreement with K. Smart Associates Ltd. for the performance of Bi-annual Bridge Inspection Services and roof inspections at the New Liskeard Pool Fitness Centre as well as the Don Shepherdson Memorial and Haileybury Arenas

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

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

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

And whereas Council considered Administrative Report No. PW-008-2018 at the March 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement for the bi-annual bridge inspection and various roof inspections contract with K. Smart Associates Ltd. at an upset limit of \$10,970 for consideration at the March 6, 2018 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into an Agreement with K. Smart and Associates Ltd. for bi-annual bridge inspection and roof inspections for a total upset limit of \$10,970.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

Read a first, second and third time and finally passed this 6th day of March, 2018.

Mayor - Carman Kidd

Clerk - David B. Treen



Schedule "A" to

By-law 2018-032

Agreement between

The Corporation of the City of Temiskaming Shores

and

K. Smart Associates Ltd.

for the Bi-annual Bridge Inspections and various
Roof Inspections

This agreement made in duplicate this 6th day of March, 2018.

Between:

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

and

K. Smart Associated Ltd.
(hereinafter called "the Consultant")

Witnesseth:

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

Article I:

The Consultant will:

- a) Provide all material and perform all work described in the following guiding documents:
 - i. Request for Proposal PW-RFP-004-2018; and
 - ii. K. Smart Associates Ltd. submission in response to PW-RFP-004-2018.
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work by **September 30th, 2018.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid **Ten Thousand, Nine Hundred and Seventy Dollars and Zero Cents (\$10,970.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

as fully to all intents and purposes as though recited in full herein.

Article IV:

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

The Consultant:

K. Smart Associates Limited

85 McIntyre Drive
Kitchener, Ontario
N2R 1H6

Attn.: Trevor Hoard, CET

The Owner:

City of Temiskaming Shores

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

Attn.: Doug Walsh, CET

Remainder of this page left blank intentionally

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

Signed and Sealed in)
the presence of)

Consultant's Seal)

K. Smart Associated Limited

Project Manager – Trevor Hoard

Director and Secretary-Treasurer – David Harsch

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor - Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2018-033

**Being a by-law to authorize the Purchase of Land from
Her Majesty the Queen in Right of Ontario as
represented by the Minister of Infrastructure – Part 17
and Part 23 on Plan 54R-6007, Dymond Township in the
District of Timiskaming**

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 Confidential Memo No. 004-2018-CS at the January 9, 2018 Regular Council meeting and directed staff to finalize the Agreement of Purchase and Sale for Parts 16, 17 & 23 on reference Plan 54R-6007 for consideration at the February 6, 2018 Regular Council meeting;

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

1. That Council authorizes the entering into an Agreement of Purchase and Sale between **Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure** as Vendor and The Corporation of the **City of Temiskaming Shores** as Purchaser, in the form annexed hereto as Schedule "A" and forming part of this by-law;
2. That Council agrees to purchase the subject land in the amount of \$25,000 plus applicable taxes and other such considerations outlined in the said agreement land legally described as:

Parcel 8842 Section NND, Part of the North Half of Lot 8, Concession 2, Township of Dymond, designated as **Part 17** on Reference Plan 54R-6007, now in the City of Temiskaming Shores, District of Timiskaming, being part of PIN 61340-0523 (LT); and

Parcel 14502 Section SST, Part of Lot 9, Concession 2, Township of Dymond, designated as **Part 23** on Reference Plan 54R-6007, now in the City of Temiskaming Shores, District of Timiskaming, being part of PIN 61341-0714 (LT);

3. 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 6th day of March, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

AGRICULTURAL RESEARCH INSTITUTE OF ONTARIO

(hereinafter called the “Vendor”)

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(hereinafter called the “Purchaser”)

OF THE SECOND PART

RECITALS:

- A. The Vendor is the owner in fee simple of the property defined as the “Property” in Section 1.01(cc) of this Agreement.
- B. The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 DEFINITIONS

1.01 Definitions

Unless the context expressly or by necessary implication indicates a contrary meaning, the terms defined in this Section 1.01 for all purposes of this Agreement, shall have the meanings set out below:

- (a) “**Affiliate**” has the meaning set out in the *Business Corporations Act*, R.S.O. 1990, c.B. 16.
- (b) “**Agreement**” means collectively, this agreement of purchase and sale, all Schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this Agreement.

- (c) “**Adjustments**” means the adjustments to the Purchase Price provided for and determined pursuant to this Agreement.
- (d) “**As Is Where Is**” has the meaning ascribed to it in Section 5.01.
- (e) “**Assignee**” has the meaning ascribed to it in Section 13.02.
- (f) “**Applicable Laws**” means, collectively, all statutes, laws, by-laws, regulations, ordinances and orders of any governmental Authority, including without limitation all Land Use Regulations.
- (g) “**Authority**” means any governmental or quasi-governmental authority, regulatory authority, government department, agency, commission, board, tribunal, body or department, or any court, whether federal, provincial or municipal, having jurisdiction over the Property, or the use thereof.
- (h) “**Buildings**” means, individually or collectively, as the context requires, all buildings, structures and fixed improvements located on, upon or under the Lands, and all improvements and fixtures of the Vendor contained in, upon or on such buildings and structures which are used in the operation of same, but excluding all buildings, structures, fixtures and improvements which are not owned by the Vendor, and “**Building**” means any one of the Buildings.
- (i) “**Business Day**” means any day on which the Government of Ontario normally conducts business.
- (j) “**Chattels**” means, collectively, the equipment, inventory, supplies and other chattels owned by the Vendor and located at or situated upon the Property as of the Closing Date.
- (k) “**Closing**” means the closing of the Transaction, including without limitation the payment of the Purchase Price and the delivery of the closing documents in accordance with the provisions of this Agreement.
- (l) “**Closing Date**” means the day which is fifteen (15) Business Days immediately following the later of (i) the date the Purchaser waives or satisfies its condition contained in Section 5.02 of this Agreement, and (ii) the date that the Vendor waives or satisfies its conditions contained in Section 6.01 of this Agreement, or any such other date as the parties may agree to in writing.
- (m) “**Contaminant**” has, for the purposes of this Agreement, the same meaning as that contained in the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment and Climate Change and/or the Ministry of Labour.
- (n) “**Date of Acceptance**” means the date the Vendor approves and accepts this Agreement.
- (o) “**Deposit**” has the meaning ascribed to it in Section 3.01.
- (p) “**Environmental Law**” means, collectively, all Applicable Laws and agreements with governmental Authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations,

codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating to the protection of the environment, natural resources, public health, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements.

- (q) “**Environmental Reports**” means any reports relating to the environmental condition of the Lands and/or Buildings delivered as part of the Property Documents.
- (r) “**Further Extension Period**” has the meaning ascribed to it in Section 7.01(b).
- (s) “**Hazardous Substance**” includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law.
- (t) “**HST**” has the meaning ascribed to it in Section 4.01 of this Agreement.
- (u) “**Initial Extension Period**” has the meaning ascribed to it in Section 7.01.
- (v) “**Inspection Period**” means that period of time which is thirty (30) days following the Date of Acceptance.
- (w) “**Inspection Period Condition**” has the meaning ascribed to it in Section 5.02.
- (x) “**Lands**” means the land(s) described in Schedule A.
- (y) “**Land Use Regulations**” means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property, including the existing Official Plans, zoning by-laws and zoning orders.
- (z) “**Land Transfer Tax Affidavit**” has the meaning ascribed to it in Section 14.01.
- (aa) “**Municipality**” means the municipality (or municipalities) where the Property is located.
- (bb) “**Permitted Encumbrances**” means, collectively, the encumbrances listed in Schedule B and any encumbrances created under the terms of this Agreement.
- (cc) “**Property**” means, collectively, all of the right, title and interest of the Vendor in and to each of the Lands, the Buildings, and the Chattels.
- (dd) “**Property Documents**” means the documents in the Vendor’s current possession related to the Property as set out in Schedule D which may include:
 - (A) plans, specifications and drawings for the Buildings, including architectural, structural and mechanical drawings, plans, specifications,

- test results from engineers, architects and others relating to the Property and related materials;
- (B) executed copies of any Tenancy Agreements, assignable service contracts, operating agreements and management agreements;
 - (C) copies of assignable guarantees and warranties of materials, workmanship, labour and materials relating to the Property that are still in effect;
 - (D) copies of building inspection reports, the Environmental Reports, heritage reports and archaeological reports relating to the Property; and
 - (E) any plan of survey of the boundaries of the Property.
- (ee) **“Purchase Price”** means the total amount as set out in Section 2.01 that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments.
- (ff) **“Purchaser’s Reports”** has the meaning ascribed to it in Section 5.02.
- (gg) **“Requisition Date”** has the meaning ascribed to it in Section 12.01.
- (hh) **“Tenancy Agreements”** means all leases or licences, if any, to be assumed by the Purchaser which currently affect the Property and are listed in Schedule B of this Agreement.
- (ii) **“Transaction”** means, collectively, the purchase and sale of the Property provided for in this Agreement and all other matters contemplated in this Agreement.
- (jj) **“Vendor’s Solicitors”** means Cassels Brock & Blackwell LLP.

SECTION 2 AGREEMENT OF PURCHASE AND SALE

- 2.01** The Vendor agrees to sell, transfer and assign to the Purchaser all of the right, title and interest of the Vendor in the Property and the Purchaser agrees to purchase, acquire and assume the Property from the Vendor for the Purchase Price of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments on the Closing Date.

SECTION 3 DEPOSIT / PAYMENT OF PURCHASE PRICE

- 3.01** The Purchaser will pay to the Vendor’s Solicitors in trust, by wire transfer, certified cheque or bank draft upon the submission of this offer to purchase, a sum equal to TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) as a deposit to be credited towards the Purchase Price on the Closing Date (the **“Deposit”**).
- 3.02** The parties authorize and direct the Vendor’s Solicitors after the Date of Acceptance, to invest the Deposit with a Canadian bank as identified in *Schedule I* of the *Bank Act*, R.S., 1991, c. B.46

(Canada) in a term or certificate of deposit (such investment to be available to the Vendor's Solicitors through their trust account bank and which investment allows liquidation of the investment as necessary for the anticipated Closing Date or earlier termination of this Agreement as herein provided). Any and all interest earned thereon shall accrue to the benefit of and, subject to Section 3.03, be paid to the Purchaser forthwith following the Closing Date or earlier termination of this Agreement.

- 3.03** In the event that this Agreement is terminated due to a specific default by the Purchaser, then the Deposit, together with all interest accrued thereon, shall be forfeited to the Vendor as liquidated damages and without derogating from any claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser's default.
- 3.04** If the Transaction is completed, the Deposit shall be credited against the Purchase Price due on Closing and all interest accrued thereon shall be paid to the Purchaser or as it may direct forthwith following Closing.
- 3.05** On Closing the Purchase Price shall be paid and satisfied as follows:
- (a) by release of the Deposit to the Vendor; and
 - (b) the balance of the Purchase Price, as adjusted pursuant to this Agreement shall be paid prior to 3:00 p.m. (Toronto time) on the Closing Date by the Purchaser to the Vendor's Solicitors in trust by way of certified cheque, bank draft or wire transfer. If payment is made by way of wire transfer, such payment shall be deemed to have been made when the Vendor's Solicitors' financial institution confirms receipt of such wire transfer.
- 3.06** This Agreement shall be completed on the Closing Date at the offices of the Vendor's Solicitors.

SECTION 4 HARMONIZED SALES TAX

- 4.01** The Purchase Price of the Property does not include the Harmonized Sales Tax ("HST") payable by the Purchaser in respect of the purchase of the Property pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E.15 (Canada) (the "Act"). Subject to Section 4.02, the Purchaser agrees to pay to the Vendor, on the Closing Date, as a condition of completion of this Transaction by wire transfer, certified cheque or bank draft, all HST payable as a result of this Transaction in accordance with the Act.
- 4.02** Notwithstanding Section 4.01 above, the Vendor shall not collect HST from the Purchaser in this Transaction if, on Closing, the Purchaser is registered under the Act and in that event, the Purchaser shall:
- (a) file returns and remit such HST to the Receiver General for Canada when and to the extent required by the Act; and
 - (b) provide to the Vendor, on the Closing Date, a certificate confirming that the Purchaser is registered under the Act for the purposes of collecting and remitting HST, and confirming its HST registration number under the Act, together with an indemnity in favour of the Vendor for any and all HST, fines, penalties, actions, costs, losses, claims, damages or expenses and/or interest which may become payable by, or assessed against, the Vendor as a result of the Vendor's failure to collect HST from the Purchaser on the Closing Date,

such certificate and indemnity to be in a form satisfactory to the Vendor's solicitor, acting reasonably,

failing which the Purchaser shall pay to the Vendor on Closing the HST payable by the Purchaser with respect to this Transaction and the Vendor shall remit such HST to the appropriate Authority in accordance with the Act.

4.03 The Purchaser's obligations under this Section 4 shall survive and not merge on Closing.

SECTION 5 "AS IS WHERE IS" AND PURCHASER'S INSPECTION PERIOD

5.01 The Purchaser acknowledges and agrees that

- (a) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property and a review of any documentation respecting the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person on behalf of, or at the direction of, the Vendor in connection therewith;
- (b) the Purchaser is purchasing and shall accept, assume and take title to the Property and any improvements thereon in an "As Is, Where Is" condition. The term "**As Is, Where Is**" means in its condition or state on the date of Closing without any agreement, representation or warranty of any kind whatsoever, either express or implied on the part of the Vendor, as to the condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the Lands, suitability for development, physical characteristics, profitability, the condition of the Buildings, if any, or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, the use to which the Property may be put and its zoning, the development potential of the Property or the ability of the Purchaser to obtain approvals with respect to the Purchaser's intended development of the Property, or as to the accuracy, currency or completeness of any information or documentation supplied to the Purchaser in connection with the Property;
- (c) the Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof. The provisions of this Section 5.01 shall survive and not merge on Closing; and

Without limiting the foregoing, the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use Regulations and the Purchaser shall not make and is not authorized by the Vendor to make, prior to completion of this Transaction, any applications to the Municipality or any governmental Authority for changes or variances to the uses currently permitted on the Property, including without limitation changes or variances to official plans and/or zoning by-laws applicable to the Property.

5.02 During the Inspection Period, the Purchaser shall carry out whatever investigations it considers necessary to satisfy itself with respect to the Property, including without limitation the environmental condition of the Property, compliance by the Property with work orders and

zoning, fire, health, safety, and other building requirements, and to carry out any other analyses or investigations with respect to the Transaction, which the Purchaser deems necessary or desirable, to satisfy itself regarding its proposed use of the Property. This Agreement is conditional on the Purchaser being satisfied in its sole and unfettered discretion with respect to the results of such investigations or any other matter relating to the Property on or before the end of the Inspection Period (the “**Inspection Period Condition**”). The Inspection Period Condition is for the benefit of the Purchaser and may be waived by the Purchaser by notice in writing to the Vendor at any time prior to the end of the Inspection Period. In the event that the Purchaser is not satisfied in its sole and unfettered discretion with respect to the results of such investigations or any other matter relating to the Property on or before the end of the Inspection Period, the Purchaser may terminate this Agreement by notice in writing to the Vendor given on or prior to the end of the Inspection Period, in which event this Agreement shall terminate, be null and void and of no further force and effect whatsoever, the Purchaser and the Vendor shall be released from all obligations under this Agreement (except for those obligations which survive the termination of this Agreement) and, except as otherwise provided, the Deposit shall be returned to the Purchaser. If by the end of the Inspection Period, the Purchaser has not delivered a notice of termination to the Vendor, the Purchaser shall be deemed to have waived the Inspection Period Condition.

5.03 During the Inspection Period, the Vendor will permit the Purchaser access to the Property, at reasonable times and upon a minimum of three (3) Business Days’ prior written notice to the Vendor, to carry out, at the Purchaser’s sole expense and risk, such investigations, tests and inspections as the Purchaser deems necessary, provided that the Purchaser takes all reasonable care in the conduct of such investigations, tests and inspections. All tests, investigations and inspections conducted by the Purchaser or its representatives shall be commenced and completed during the Inspection Period and shall be carried out as expeditiously as possible and at times and in such manner so as to not interfere with any tenants, occupants or licensees on the Property and the operation and maintenance of the Property. The Purchaser covenants and agrees to promptly repair or pay the cost of repair of any damage occasioned during or resulting from such investigations, tests and inspections of the Property conducted by the Purchaser or its representatives and to return the Property to the condition it was in prior to such investigations, tests and inspections. The Vendor assumes no responsibility for and the Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the Purchaser’s and/or its agents’ or consultants’ presence on the Property or the Purchaser’s and/or its agents’ or consultants’ activities on or in connection with the Property. The Vendor shall be entitled to deduct from the Deposit paid by the Purchaser hereunder the amount of any losses, costs, claims, third party actions, damages and expenses which the Vendor may suffer as a result of a breach of this Section 5.03. The obligations in this Section 5.03 shall survive termination of this Agreement and shall not merge on Closing.

5.04 The Purchaser acknowledges and agrees that (i) the Vendor has provided the Purchaser with the Property Documents; (ii) the Property Documents are being provided to the Purchaser for informational purposes only and the Vendor makes no representations or warranties whatsoever with respect to the content, completeness or accuracy of the Property Documents, or the environmental or any other condition of the Property; (iii) the Vendor shall not be liable to the Purchaser, its agents, employees or lending institution in any way for any error, omission or inaccuracy contained in any Property Document; and (iv) as of the Closing Date, the Purchaser shall become solely liable for all conditions and Hazardous Substances and/or Contaminants existing at the Property, whether known or unknown by the Purchaser, and whether or not such conditions or Hazardous Substances and/or Contaminants are disclosed in the Property

Documents or have been discovered by Purchaser in the course of its due diligence or other investigations or inspections of the Property.

- 5.05** The Purchaser covenants and agrees that the Property Documents provided by the Vendor and any and all third party reports, findings, recommendations, opinions and information resulting from the Purchaser's due diligence ("**Purchaser's Reports**") and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the Property Documents, Purchaser's Reports or any of the information contained therein to any other individual, or corporation or to any federal, provincial, or municipal agency, institution or any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Transaction by the Purchaser's lending institution, without the express written consent of the Vendor, and the Purchaser shall refuse all requests for such Property Documents, Purchaser's Reports and/or information in the absence of the Vendor's express written consent, unless compelled to do so by any competent judicial or administrative Authority. If this Agreement is terminated for any reason, the Purchaser will promptly return to the Vendor all Purchaser's Reports and Property Documents without keeping copies. The Purchaser shall deliver to the Vendor forthwith following receipt, copies of any and all Purchaser's Reports the Purchaser commissions or obtains during the course of its investigations.
- 5.06** In the absence of the Purchaser delivering a notice to terminate the Agreement under Section 5.02(d) , the Purchaser shall be conclusively deemed to accept the Property in its As Is, Where Is condition, having waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made prior to the expiry of the Requisition Date, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply, at its sole cost, with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, including any order issued against the Vendor including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.
- 5.07** As an inducement to, and as further consideration for, the Vendor agreeing to sell the Property to the Purchaser upon the terms and conditions set forth in this Agreement, the Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser shall forever release and covenant not to sue or seek remedy from the Vendor and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Property Documents, the Purchaser's Reports or any other report, document or information discovered during the course of the Purchaser's due diligence or otherwise. The foregoing release and covenant not to sue or seek remedy shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution.
- 5.08** The Purchaser shall be responsible for, and hereby agrees to indemnify, defend and save harmless the Vendor and its employees, directors, officers, appointees and agents from, any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of

the condition of the Property, the presence of Hazardous Substances or Contaminants in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of Hazardous Substances, in, on or under the Lands, the Buildings or any environmental medium, structure or paved surface or emanating therefrom.

- 5.09** The parties agree to execute and exchange at the time of Closing such further documentation of the agreements herein contained as either party reasonably requests, including, but not limited to, an agreement whereby the Purchaser shall reaffirm the release, covenant not to sue or seek remedy and indemnifications regarding the condition of the Property and environmental matters set forth in this Section 5. Notwithstanding the foregoing, the release, covenant not to sue or seek remedy and indemnifications set forth in this Section 5 shall become effective and enforceable automatically upon the registration of the Transfer/Deed of Land in respect of the Property in favour of the Purchaser, and Purchaser shall be bound by them, regardless of whether or not Purchaser executes any separate instrument at the time of Closing.
- 5.10** This Section 5 shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.

SECTION 6 VENDOR'S CONDITIONS

- 6.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of each of the following conditions on or before the Closing Date or any earlier date or time specified in this Agreement:
- (a) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects at the times contemplated in this Agreement;
 - (b) the representations and warranties of the Purchaser set forth in this Agreement shall be true and accurate in all material respects as if made as of the Closing;
 - (c) all documents and deliveries required to be executed and/or delivered by the Purchaser shall have been executed and delivered to the Vendor in accordance to this Agreement.
- 6.02** The conditions set forth in Section 6.01 are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor, or by its solicitors on its behalf, in the sole and absolute discretion of the Vendor by notice to the Purchaser. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Closing Date.
- 6.03** If a condition set forth in Section 6.01 is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors that such condition has

been waived or the time period for compliance has been extended within the applicable time period allowed, if any (save and except for any condition which is to be satisfied on the Closing in connection with which it is hereby agreed that upon successful completion of the Transaction, such condition shall be deemed to have been satisfied), at the Vendor's sole option, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and in the event the Agreement is terminated as a result of the non-fulfilment of any of the conditions set forth in Section 6.01(a), (b) or (c), the Deposit shall be forfeited to the Vendor as liquidated damages and without derogating from any claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser's default therein.

SECTION 7 ABORIGINAL CLAIMS

7.01 Notwithstanding any other provision of this Agreement, if at any time prior to the Closing Date the Vendor receives notification or otherwise becomes aware of any claim or potential claim whatsoever for an interest in respect of the Property, by any First Nation or other aboriginal group or individual, in relation to any constitutional right, treaty right, land claim, surrender agreement or consultation right, including, without limitation, an interest in the title to the Property, a right to the use of the whole or any part of the Property, a restriction on the use of the Property or any part thereof for any purpose, a restriction on access to the Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Property or a right of consultation in relation to the Property, then the Vendor may at its option and in its sole and unfettered discretion extend the Closing Date for at least an additional thirty (30) days (the "**Initial Extension Period**") by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such claim, potential claim or interest is capable of being satisfied or whether appropriate releases can be obtained from all interested parties to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date free and clear of any such claim, potential claim or interest;
- (b) enter into arrangements which enable the Vendor to complete the sale of the Property in accordance with Section 7.01(a), for which purpose it may extend the Closing Date up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the "**Further Extension Period**"); or
- (c) within the Initial Extension Period or at any time within the Further Extension Period, have the right to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement.

7.02 If at any time prior to Closing, the Vendor receives notification or otherwise becomes aware of any requirements imposed by an Authority, including without limitation any requirements of the Standard & Guidelines for Conservation of Provincial Heritage Resources issued by the Minister of Tourism, Culture and Sport pursuant to Section 25.2 of the Ontario Heritage Act, R.S.O. 1990, c.O.18, as approved, amended, or renewed from time to time as they apply to the Property or the Transaction, and with which the Vendor must comply as a condition of completing the Transaction, then the Vendor may at its option and in its sole and unfettered discretion extend the

Closing Date up to three (3) times for a period of thirty (30) days each time (maximum ninety (90) days) by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such requirement can be satisfied so as to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date; or
- (b) have the right, with or without a determination pursuant to subsection (a) above, to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and the Deposit plus any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement.

SECTION 8 RISK

- 8.01** Until completion of this Agreement on the Closing Date, the Property shall be and remain at the risk of the Vendor, except as otherwise provided in Section 5. The Purchaser acknowledges that the Vendor, in respect of damage to the Property, is self-insured. In the event of damage to the Property on or before the Closing Date (other than damage occasioned during or resulting from the Purchaser's and/or its agents, consultants or representatives' entries and/or activities on or to the Property, in which event Section 5.03 shall govern), the Vendor may elect (i) to repair the Property to the same state and condition as it was in at the time this Agreement was entered into in which event the Purchaser will complete the Transaction without an abatement in the Purchase Price; or (ii) to reduce the Purchase Price by an amount equal to the cost required to complete the repair as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arm's length in which event the Purchaser will complete the Transaction and accept a price reduction equal to such cost, or (iii) to terminate this Agreement in which case the Deposit shall, subject to Section 5.03, be immediately returned to the Purchaser, with interest and without deduction, and neither party shall, subject to Section 5.03, have any further rights or obligations hereunder.
- 8.02** From and including the Closing Date, the Property shall be entirely at the risk of the Purchaser and the Purchaser shall accept and assume any and all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, any state, nature, quality or condition in, on, under or near the Property existing as of the Closing Date, whenever and however arising, whether known or unknown and whether environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any governing Authority.

SECTION 9 VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 9.01** The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.).

- 9.02** Any information provided by the Vendor or its agents, including the Property Documents, and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of the Property Documents or any other information it has provided to the Purchaser.

**SECTION 10
PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS**

- 10.01** The Purchaser warrants and represents to the Vendor that the Purchaser does not have a conflict of interest with the Vendor or with any of its directors, officers, appointees, employees or agents.
- 10.02** The Vendor shall deliver and the Purchaser shall accept vacant possession of the Lands on the Closing Date in an As Is Where Is condition, subject to: (i) the rights of tenants and licensees as set out in the Tenancy Agreements, if any, and (ii) the Permitted Encumbrances.
- 10.03** As of the Closing Date, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Vendor shall have no further responsibility whatsoever therefor.
- 10.04** Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall be bound by any contractual obligations which the Vendor may have entered into concerning the Property prior to the Closing Date.
- 10.05** On the Closing Date, the Purchaser will execute and deliver an Assignment, Assumption and Indemnity in the Vendor's standard form accepting, assuming and indemnifying the Vendor with respect to all such matters referred to in this Section 10.

**SECTION 11
SEVERANCE**

- 11.01** The Purchaser acknowledges that the Vendor owns other lands abutting the Lands however Section 50(3) of the *Planning Act* (Ontario) does not apply to the Transaction as a result of the exception set forth in Subsection 50(3)(c) of the *Planning Act* (Ontario).

**SECTION 12
TITLE**

- 12.01** The Purchaser shall have until the date that is thirty (30) days from the Date of Acceptance (the "**Requisition Date**") to investigate title to the Property at the Purchaser's expense. The Purchaser agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are in the possession of the Vendor.
- 12.02** On the Closing Date, the Purchaser shall accept title to the Property in an As Is Where Is condition subject to the following:
- (a) the Land Use Regulations;

- (b) the Tenancy Agreements, if any; and
- (c) the Permitted Encumbrances.

The Purchaser agrees to satisfy itself with respect to compliance with all such agreements, easements, restrictions or covenants, encumbrances and regulations referred to herein and agrees that the Vendor shall not be required to provide any evidence of compliance with same.

- 12.03** If, prior to 5:00pm on the Requisition Date, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection, the Deposit shall be returned to the Purchaser with interest and without deduction and the Vendor shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise out of this Agreement.
- 12.04** The Vendor hereby consents to the relevant Municipality releasing to the Purchaser any information in its records in connection with the Property and the Vendor agrees to execute and deliver such necessary authorizations as the Purchaser may reasonably require in this regard but any such authorization shall specifically prohibit the right of or a request for an inspection of the Property by the Municipality or any other Authority.

SECTION 13 NO ASSIGNMENT

- 13.01** The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto, or direct title to the Property, without, in each instance, obtaining the prior written consent of the Vendor, which consent may be arbitrarily and unreasonably withheld.
- 13.02** If the Vendor consents to an assignment of this Agreement to a third party including an Affiliate (the “**Assignee**”), the Purchaser shall cause the Assignee and the Purchaser, to covenant in writing in favour of the Vendor to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment to an Assignee.
- 13.03** In the event of any assignment of this Agreement to an Assignee, such Assignee shall provide an Assignment, Assumption and Indemnity in favour of the Vendor as required of the Purchaser in Section 10.05.

SECTION 14 PREPARATION OF TRANSFER/DEED DOCUMENTS AND FEES/COSTS

- 14.01** The Transfer/Deed of the Lands will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration (“**Land Transfer Tax Affidavit**”), which will be prepared by the Purchaser.
- 14.02** The Purchaser shall pay its own legal costs and registration costs. The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Property.

SECTION 15 TENDER

15.01 Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by bank draft or negotiable cheque certified by a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office. The Vendor and the Purchaser acknowledge and agree that insofar as the tender of any documents to be electronically registered is concerned, the tender of same will be deemed to be effective and proper when the solicitor for the party tendering has completed all steps required by Teraview in order to complete this Transaction that can be performed or undertaken by the tendering party's solicitor without the cooperation or participation of the other party's solicitor, and specifically when the tendering party's solicitor has electronically "signed" the Transfer/Deed of Land and any other closing document, if any, to be electronically registered for completeness and granted access to the other party's solicitors to same, but without the necessity for the tendering party's solicitor actually releasing such documents to the other party's solicitor for registration.

SECTION 16 ADJUSTMENTS

16.01 Adjustments between the Vendor and the Purchaser shall be made on the Closing Date for taxes, local improvement rates, utility costs, rents, legal costs and other matters or items which are ordinarily the subject of adjustment for the purchase and sale of a property similar to the Property. Such adjustments shall be made on the basis that, except as may be otherwise expressly provided for in this Agreement:

- (a) the Vendor shall be responsible for all expenses and liabilities and entitled to all income from the Property up to the Closing Date; and
- (b) the Purchaser shall be responsible for all expenses and liabilities and entitled to all income from the Property from and including the Closing Date.

16.02 Any adjustments that cannot be determined on the Closing Date shall be determined by the parties as soon after the Closing Date as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. On the Closing Date, the Vendor and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.

16.03 All adjustments to be made under Section 16.01 shall be completed on or before the date which is no later than six (6) months from the Closing Date and no re-adjustment may be made by either party thereafter.

SECTION 17 ELECTRONIC REGISTRATION

17.01 Where the Property is in an area where electronic registration is mandatory and the Transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, and the *Electronic Registration Act*, S.O. 1991, c.44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser will:

- (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this Transaction); and
- (b) be subject to conditions whereby the lawyer(s) receiving any of the closing deliverables will be required to hold same in escrow and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada (the “**Document Registration Agreement**”).

SECTION 18 CLOSING DELIVERABLES

18.01 Subject to the provisions of this Agreement, the Vendor covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser or the Purchaser’s solicitors on or before the Closing Date, each of the following:

- (a) possession of the Property, in an As Is, Where Is condition, subject to the Tenancy Agreements, if any, and any other rights of others as set out in the Permitted Encumbrances;
- (b) an Assignment of all Tenancy Agreements, and the Permitted Encumbrances, as applicable;
- (c) notice to the tenant(s) or licensee(s) informing them of the sale of the Property and directing them to pay future rent to the Purchaser;
- (d) an executed Transfer/Deed of Land in registerable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
- (e) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (f) a direction regarding the payment of funds;
- (g) statement of adjustments;
- (h) Document Registration Agreement; and,
- (i) such other deeds, conveyances and other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

18.02 Subject to the provisions of this Agreement, the Purchaser covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor or the Vendor’s Solicitors on or before the Closing Date:

- (a) a certified cheque, bank draft or confirmation of wire transfer for the balance of the Purchase Price due on the Closing Date;
- (b) a direction as to title, if necessary;

- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) the HST Declaration and Indemnity, as contemplated in Section 4, if applicable;
- (e) an Acknowledgement and Indemnity with respect to all the matters in Section 10, in the form and substance attached herein as Schedule C;
- (f) the Document Registration Agreement;
- (g) Assignment and Assumption of Tenancy Agreements and the Permitted Encumbrances, as applicable;
- (h) an Indemnity in accordance with Section 5.08; and,
- (i) such other deeds, conveyances, resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement.

SECTION 19- NOTICE

19.01 Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or electronic facsimile machine (including e-mail) addressed to the Purchaser at

The Corporation of the City of Temiskaming Shores
325 Farr Drive, Haileybury Ontario, Canada
POJ 1K0

Attention: Christopher Oslund, City Manager
email: ●
Facsimile: ●

and to the Purchaser's solicitors at:

●

and to the Vendor at:

Agricultural Research Institute of Ontario
1 Stone Road West
Guelph, ON N1G 4Y2
Attention: ●
email: ●
Facsimile: 519-826-4211

with a copy to:

Ontario Infrastructure and Lands Corporation
Sales and Acquisitions
1 Dundas Street West
Suite 2000
Toronto, ON M5G 2L6

Attention:
Email:
Facsimile:
And a copy to the Vendor's Solicitors at

Cassels Brock & Blackwell LLP
2100 Scotia Plaza, 40 King Street West,
Toronto, ON M5H 3C2
Attention: Andrew Salem
Email: asalem@casselsbrock.com
Facsimile: 416- 640-3039

or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or email, or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

SECTION 20 CONFIDENTIALITY

- 20.01** The Vendor and Purchaser agree to take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein. The Purchaser acknowledges that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
- 20.02** The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all materials and information which is the property of the Vendor and in the possession or under the control of the Purchaser pursuant to this Agreement. The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the prior written consent of the Vendor for such disclosure or use and in the event of termination of this Agreement, the Purchaser will be responsible for returning all such documentation and information to the Vendor without making copies.

SECTION 21 GENERAL

- 21.01** Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard. If anything in this Agreement is to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day.

- 21.02** This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement shall not merge on the completion of this Transaction, but shall survive completion and remain in full force and effect and be binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.
- 21.03** Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
- 21.04** This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, except as specifically set forth in this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.
- 21.05** This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
- 21.06** Wherever this Agreement makes reference to a requirement for the consent or approval of the Vendor, such consent must be prior written consent and may be arbitrarily and unreasonably withheld in the sole and absolute discretion of the Vendor.
- 21.07** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
- 21.08** If any provision of this Agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 21.09** Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other and in such form as may be satisfactory to both parties hereunder, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

SECTION 22 IRREVOCABLE PERIOD

- 22.01** Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for thirty (30) days from the date it is submitted to the Vendor and open for acceptance by the Vendor during said thirty (30) day period, subject to an extension for a further period up to thirty (30) days at the sole discretion of the Vendor. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale. This offer may be made and accepted by signatures transmitted electronically (i.e. e-mail), provided that the original hard copy, with original signatures is received by both parties within seven (7) business days of electronic delivery. The Purchaser, in

submitting this offer, acknowledges that there has been no promise or representation or assurance given to the Purchaser that any of the terms and conditions in this offer are or will be acceptable to the Vendor.

[no further text on this page]

OFFERED BY the Purchaser this _____ day of _____, 2018.

**THE CORPORATION OF THE CITY OF
TEMISKAMING SHORES**

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the
Corporation

ACCEPTED BY the Vendor this _____ day of _____, 2018.

**AGRICULTURAL RESEARCH INSTITUTE
OF ONTARIO**

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the
Corporation

SCHEDULE A
LEGAL DESCRIPTION OF LANDS

Firstly

Parcel 8842 Section NND, Part of the North Half of Lot 8, Concession 2, Township of Dymond, designated as Part 17 on Reference Plan 54R-6007, now in the City of Temiskaming Shores, District of Timiskaming, being part of PIN 61340-0523 (LT)

Secondly

Parcel 14502 Section SST, Part of Lot 9, Concession 2, Township of Dymond, designated as Part 23 on Reference Plan 54R-6007, City of Temiskaming Shores, now in the City of Temiskaming Shores, District of Timiskaming, being all of PIN 61341-0714 (LT)

[NTD: To be confirmed by Vendor's Solicitors]

SCHEDULE B
PERMITTED ENCUMBRANCES

- (a) General Encumbrances:
- (i) the Tenancy Agreements, if any, (for greater certainty including expired leases registered against title to the Property) and any notices of such leases registered on title to the Property, including all easements, rights of way, restrictions, restrictive covenants, servitudes and other similar rights in land contained in the leases, which exist as of the Closing Date and any leasehold mortgages or security interests relating to tenants or the tenants' interest in respect thereof and which do not encumber the interest of the landlord thereunder;
 - (ii) liens for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Property or for construction in connection with the Property for amounts the payment of which is not yet due or delinquent;
 - (iii) any easements, rights of way, restrictions, building schemes, licences, restrictive covenants and servitudes, rights of access or use, airport zoning regulations and other similar rights in land (including, without limitation, rights of way and servitudes for sewers, drains, gas and water mains, electrical power, telephone and cable conduits, poles, wires or cables) granted to, reserved or taken by any person which do not, in the aggregate, materially and adversely impair the use or marketability of any of the Property for the purposes for which it is presently held, and any rights reserved or vested in any Authority or public or private utility by the terms of any lease, licence, franchise, grant, agreement or permit, subdivision, development, servicing, encroachment, site plan, parking or other similar agreement with any Authority or public or private utility;
 - (iv) title defects or irregularities which do not, in the aggregate, materially and adversely impair the use of the Property for the purpose for which it is presently held;
 - (v) any cost sharing, common use, reciprocal or other similar agreements relating to the use and/or operation of the Property and/or adjoining properties and all security given by the parties thereto to each other to secure their respective obligations thereunder;
 - (vi) any subsisting reservations, limitations, provisos, conditions or exceptions, including royalties, contained in the original grant of the Property from the Crown;
 - (vii) any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;

- (viii) the provisions of all applicable laws including by-laws, regulations, ordinances, land use contracts, development agreements and similar instruments relating (without limitation) to development, use and zoning;
- (ix) encroachments by any improvements on the Property over adjoining lands and easements or rights of way and/or any improvements on adjoining lands encroaching on the Property which do not materially and adversely affect the present use of the Property;
- (x) any claim for lien which although registered, or of which notice has been given, relates solely to work done by or on behalf of a tenant under a Tenancy Agreement, so long as the Vendor has not assumed payment of such work;
- (xi) all registered and unregistered agreements, easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Lands; and
- (xii) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey

(b) Specific Encumbrances:

All instruments registered on title to the Property as of the Closing Date of this Agreement, including but not limited to the following:

1. [NTD: Vendor's Solicitors to insert]

SCHEDULE D
PROPERTY DOCUMENTS

1. Phase One Environmental Site Assessment New Liskeard ARIO - Severance Option 4
 - Figures and Appendices for Severance Option 4
2. Phase One Environmental Site Assessment New Liskeard ARIO - Severance Option 5
 - Figures and Appendices for Severance Option 5
3. Stage 1-2 Archaeological Assessment: Infrastructure Ontario Property in New Liskeard
 - Supplementary Materials for Stage 1-2 Archaeological Assessment

The Corporation of the City of Temiskaming Shores

By-law No. 2018-034

**Being a by-law to Stop up and Close a Highway –a
portion of Fourth Street being Part 1 on Plan 54R-6023**

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

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

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

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

And whereas Council considered Supplemental Administrative Report CS-004-2018 at the February 6, 2018 Regular Council meeting and directed staff to provide the required notice for a public meeting to consider the stopping up and closing a portion of Fourth Street legally described as Part 1 on Plan 54R-6023;

And whereas the Public Notice for the stopping up and closing of highways was provided in accordance with By-law No. 2004-022, being a by-law to establish Procedures for Public Notice for the City of Temiskaming Shores and held on February 20, 2018;

And whereas Council considered Supplemental Administrative Report No. CS-004-01-2018 at the February 20, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to Stop up and Close a portion of Fourth Street legally described as Part 1 on Reference Plan 54R-6023 for consideration at the March 6, 2018 Regular Council meeting;

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

1. That Part 1 on Plan 54R-6023, a copy attached hereto as Schedule "A" forming part of this by-law is hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.

3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
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 6th day of March, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

PLAN OF SURVEY OF
 PART OF FOURTH STREET
 REGISTERED PLAN M-147 N.B.
 GEOGRAPHIC TOWNSHIP OF BUCKE
 CITY OF TEMISKAMING SHORES
 DISTRICT OF TIMISKAMING

SCALE 1 : 300 METRES
 0 1 2 3 4 5 10 20 30
 SURVEYORS ON SITE INC.

LEGEND

- MONUMENT PLANTED
- MONUMENT FOUND
- SIB STANDARD IRON BAR
- IB IRON BAR
- M MEASURED
- CALC CALCULATED
- PR PROPORTIONAL
- P1 PLAN 54R-2772 (MTO PLAN P-3208-9)
- P2 REGISTERED PLAN M-147 N.B.
- MTO MINISTRY OF TRANSPORTATION OF ONTARIO
- 1334 J.E. WALKER, O.L.S.

NOTES

- DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
- DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.99968927.
- BEARINGS ARE UTM GRID DERIVED FROM SPECIFIED CONTROL POINTS (SCP's) COSINE HCM01019784267 & HCM01019774067, UTM ZONE 17, NAD83 (ORIGINAL).
- FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:
 P1 - 1°00'40" COUNTER CLOCKWISE

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 - THE SURVEY WAS COMPLETED ON THE 17th DAY OF NOVEMBER, 2017.

JANUARY 26, 2018
 NEW LISKEARD, ONTARIO

Ryan Seguin
 RYAN SEGUIN
 ONTARIO LAND SURVEYOR

1 REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT. PLAN 54R-6023
 RECEIVED AND DEPOSITED

DATE: JANUARY 26, 2018 DATE: 2018 02 12

Ryan Seguin
 RYAN SEGUIN
 ONTARIO LAND SURVEYOR

"C. Carcy"
 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF TIMISKAMING (No. 54).

SCHEDULE				
PART	LOT	PLAN	PIN	AREA (m ²)
1	PART OF FOURTH STREET	M-197 N.B.	PIN 61358-0189(LT)	2114.61

PIN SUMMARY - PART 1 IS PART OF PIN 61358-0189(LT)

INTEGRATION COORDINATE TABLES

SPECIFIED CONTROL POINTS (SCP's)		
MONUMENT	NORTHING	EASTING
HCM 01019784267	5,252,336.506	601,671.670
HCM 01019774067	5,256,104.237	601,506.859

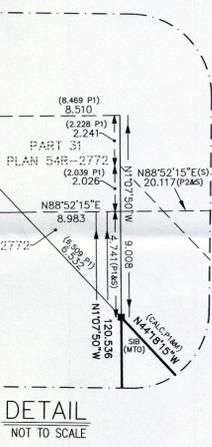
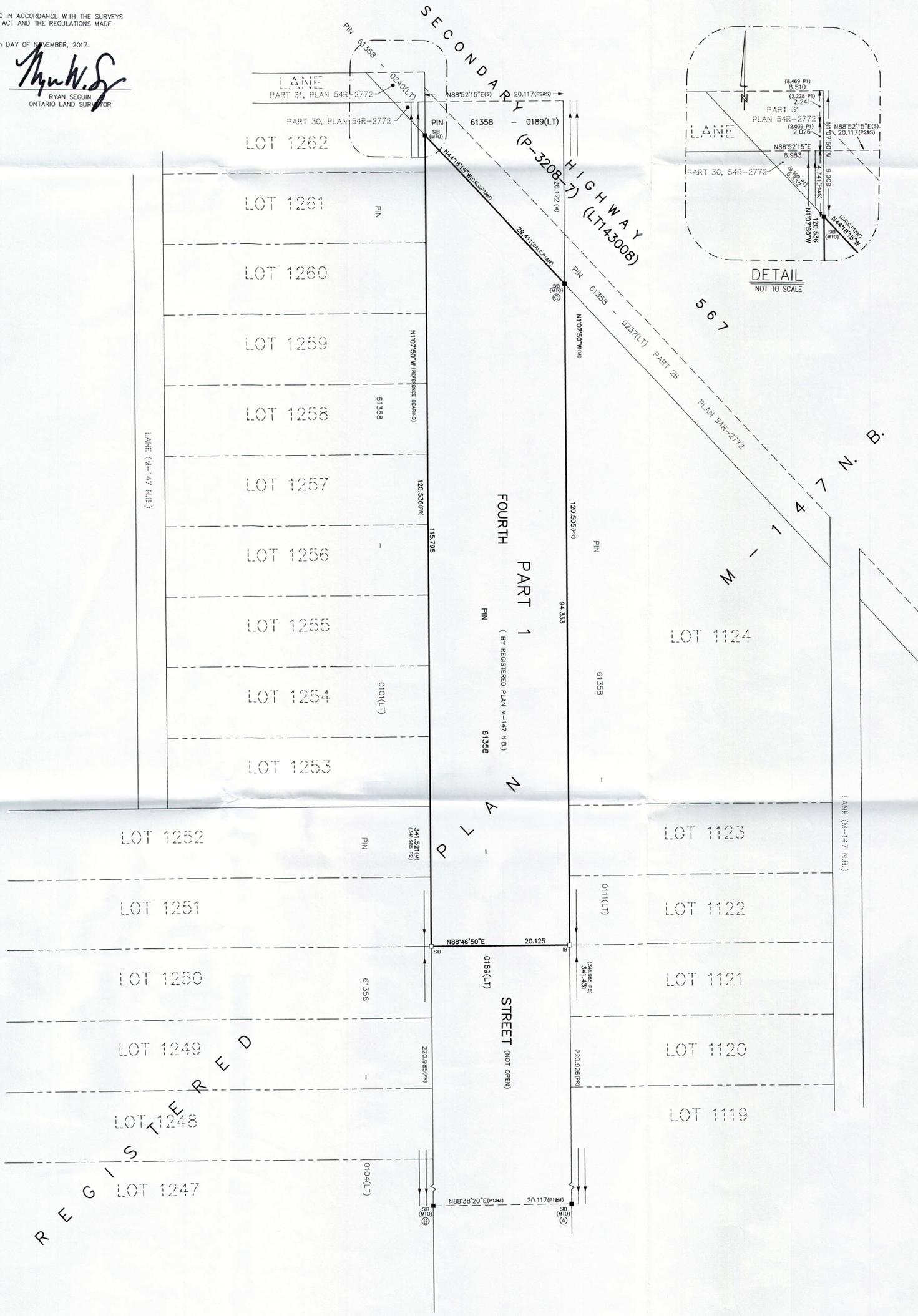
UTM ZONE 17, NAD83 (ORIGINAL)

OBSERVED REFERENCE POINTS (ORP) BELOW ARE DERIVED FROM RTK GPS OBSERVATIONS AND ARE REFERRED TO UTM ZONE 17, NAD83 (ORIGINAL).

COORDINATES COMPLY WITH THE URBAN ABSOLUTE ACCURACY PER SEC. 14(2) OF O. REG. 216/10.

ORP	NORTHING	EASTING
Ⓐ	5,252,546.60	603,593.17
Ⓑ	5,252,546.11	603,573.04
Ⓒ	5,252,861.70	603,586.95

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.



REGISTERED

The Corporation of the City of Temiskaming Shores

By-law No. 2018-035

Being a by-law to enter into a Purchase Agreement with Road Maintenance Equipment and Services Inc. for the supply and installation of two (2) Slip-in Water Tanks

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-009-2018 at the March 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Road Maintenance Equipment and Services Inc. for the purchase of two (2) Slip-in Water Tanks at an upset limit of \$54,854.00 plus applicable taxes for consideration at the March 6, 2018 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 a purchase agreement with Road Maintenance Equipment and Services Inc. for the supply and installation of two (2) Slip-in Water Tanks at an upset limit of \$54,854.00 plus applicable taxes, 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 6th day of March, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2018-035

Equipment Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Road Maintenance Equipment and Services Inc.

For the supply and installation of two (2) Slip-in Water
Tanks

This agreement made in duplicate this 6th day of March, 2018.

Between:

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

and

Road Maintenance Equipment and Services Inc.
(hereinafter called "the Supplier")

Witnesseth:

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

Article I:

The Supplier will:

- a) Provide two (2) Slip-in Water Tanks in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Quotation (PW-RFQ-002-2018)
Supply and Install Slip-in Tanks**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of two (2) Slip-in Water Tanks in the amount of Fifty-One Thousand, Eight Hundred and Fifty-Four Dollars and Zero Cents (\$54,854.00) plus applicable taxes;
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties 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 Supplier:

Road Maintenance Equipment & Services

106 Buchanan St.
Cobourg, Ontario
K9A 1Z1

Attn.: Brian Davey

The Owner:

City of Temiskaming Shores

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

Attn.: Mitch Lafreniere

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)

Supplier's Seal)
(if applicable))

Municipal Seal)

Cubex Ltd.

President - Brian Davey

Witness

Print Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-035

Form of Agreement
Slip-in Water Tanks



Scope of Work

All work must be completed and systems operational by no later than July 30, 2018. No extensions will be considered or approved. Tanks must fit into a U-body box from Gincor Model#PL1415HW-2

Specifications	State "Yes" or "Deviation"
The Slip-in Tanks shall be new and currently produced by a well-established manufacturer. Units that are classified as proto-type, demonstrators, and/or discontinued models shall not be accepted .	Confirm: <u>YES</u>
<p>The unit shall be a commercial/industrial and HEAVY-DUTY frame and tank intended for year-round use.</p> <p>The structural members of the tank frame shall be made using 3" x 3" x 3/16" structural tubing.</p> <p>The poly tank cradle shall be rolled 11-gauge steel plate, shall fully support the entire length of the poly tank and must encompass a minimum of 1/2 of the circumference of the poly tank.</p> <p>The cradle shall include 2" x 4" x 1/8" structural tubing reinforcements on each side of the cradle that run the full length of the cradle.</p> <p>The cradle shall include a minimum of 4 removable tie down straps that bolt onto the structural tubing reinforcements. The tie down straps shall be made from 3" x 5.4 steel channel.</p> <p>The cradle shall be supported by a minimum of 4 gussets welded to the cradle and the structural tubing. Gussets shall be fabricated from 3/16" steel cut to the same profile as the rolled cradle and reinforced on the outer side with 3" x 3/16" flat bar.</p>	<p>Make: <u>SIT 2600</u></p> <p>Year: <u>2018</u></p> <p>Confirm: <u>YES</u></p> <p>Confirm: <u>YES</u></p>
Unit to be a Slip-in style with 2" square tube stow-away front legs (1.5" inserts) and 4" adjustable rear legs (3.5" inserts) to be approved by Manager of Assets or his delegate.	Specify: <u>YES</u>
Unit shall be custom fitted to fit onto U-Body truck box (Proline II - PL14-15HW-2).	Confirm: <u>YES</u>
State Delivery time in calendar days:	<u>45-60</u>
Features and Dimensions	
The unit shall include a steel front "receiver" assembly welded to the front of the U-Body, in such a way as to avoid interference with the operation of the material gate, into which the main structural beam on the tank skid-frame will fit in order to keep the skid frame horizontally and vertically stable during use.	Confirm: <u>YES</u>



To secure the rear of the Slip-in Tank in the U-Body, the unit shall utilize the U-Body tailgate latches as well as safety chains.	Confirm: <u>YES</u>
The tank itself shall be a single ROUND, rotational molded HDLPE (high density linear polyethylene) with a specific gravity rating of not less than 1.5. Multiple tank configurations are not acceptable .	Confirm: <u>YES</u>
Overall height, including all venting and hoses shall not exceed 149"	Specify: <u>144</u> loaded on truck.
Maximum overall width of tank shall be 70" (175 cm)	Specify: <u>70</u> Inches
Maximum overall length of the tank shall be 170" (406cm)	Specify: <u>168</u> Inches
Specify Unit's total weight when empty:	Specify: <u>650</u> KG

Specifications	Bidder to State "Yes" or "Deviation"
Specify Unit's total weight when filled with water:	Specify: <u>10,650</u> kg.
Unit shall have a heavy duty fully welded skid frame manufactured to fit in U-Body truck box complete with heavy duty steel wheels to assist in loading and unloading the unit	Specify: <u>YES</u>
Bidder to supply and install a Honda gasoline powered water pump - Model PWP3HX, fully plumbed as stated below - No substitutes.	Make: <u>HONDA</u>
	Model: <u>PWP3HX</u>
The water pump shall have a Honda 5 HP gas engine with 3" NPT suction and 3" NPT discharge.	H.P.: <u>5.5</u>
The water pump shall be plumbed to allow for both filling the tank from a pond or stream and also to allow for tank suction to a pressurized camlock valve complete with dust cover (reverse flow plumbing). All valves shall be full port flange style.	Confirm: <u>YES</u>
	Specify: <u>290</u> GPM
The reverse flow plumbing shall be controlled by valves only. Having to disconnect fittings or hoses in any way shall not be accepted .	Specify: <u>26</u> Suction lift in head lift (feet)



<p>The water pump shall be of sufficient capacity to utilize a 25' suction hose from a creek/pond.</p> <p>Bidder to supply 25' of 3" Tiger Flex blue helix hose complete with basket strainer on one end and camlock fitting on the other end to mate with suction camlock on the 3" pump.</p> <p>Bidder to supply 2 x 25' x 2" collapsible hose. One to be plumbed with 2" female camlock and fire type hose nozzle. The other to be as an extension hose with appropriate fittings on either end.</p>	<p>Specify: <u>YES</u></p>
<p>All metal parts of skid frame are to receive epoxy primer with rust inhibitor. The topcoat is to be a polyurethane automotive quality gloss black finish.</p>	<p>Specify: <u>YES</u></p>
<p>Poly Tank to be HDLPE – High Density Linear Polyethylene rated for materials with a specific gravity of up to 1.5 Tank must be round tube style. Leg tanks are not permitted.</p>	<p>Specify: <u>YES</u></p>
<p>All pipes, valves and fittings shall be Sch80 PVC, glass filled polypropylene and be rust resistant.</p>	<p>Specify: <u>YES.</u></p>
<p>All polypropylene valves and fittings shall be Banjo brand full port flange style with stainless steel clamps and neoprene gaskets – No substitutes.</p>	<p>Specify: <u>YES.</u></p>
<p>Material application bars (to be manufactured from Sch 80 PVC):</p> <p>Gravity Bar</p> <ul style="list-style-type: none"> - 1 only 8' x 3" gravity bar complete with 3 rows of 3/8" holes on 2" centers with each row offset so as to create a zigzag pattern. Gravity bar to be capped at each end with 3" NPT poly caps. - 2 only 2' x 3" gravity bar extension drilled as above complete with 3" poly threads compatible with the ends of the 8' gravity bar. 	<p>Specify: <u>YES</u></p>
<p>Gravity bar to be controlled by a 3" spring return pneumatic actuated valve complete with in-cab switch and quick disconnect fitting located on pintle plate at rear of truck.</p>	<p>Specify: <u>YES</u></p>
<p>Tank shall be 2600 US gallons.</p>	<p>Specify: <u>YES</u></p>
<p>Tank shall include the Surge Buster Baffling System (no substitutions) and shall be completely installed in accordance with the manufacturer's recommendations.</p>	<p>Specify: <u>YES</u></p>



All pneumatic, and electrical connections on the Slip-in unit shall be equipped with quick connect connectors to properly mate with the connectors to be mounted on the truck's pintle plate.	Comply: <u>YES</u>
Bidder is responsible for installing all pneumatic lines from truck's air system, complete with safety check valve.	Comply: <u>YES</u>
Bidder shall supply and install mounted strobe light on rear of unit complete with amber lens and in-cab switch.	Comply: <u>YES</u>
Tank shall be easily loaded and unloaded from truck without the need for any other equipment such as loaders or cranes.	Comply: <u>YES</u>
Tank skid frame shall include front fold down legs and shall be heavy gauge metal to safely secure the tank for storage. Legs shall fold up and stow under the skid frame with heavy duty pins when tank is in use.	Comply: <u>YES</u>
Unit shall have 2" conspicuity tape (3M 983-10) on rear facing metal frame – full width of frame.	Comply: <u>YES</u>
Clear markings shall be required for all in-cab switch labels. All switch labels shall be engraved – Dymo type stick-on labels are not acceptable.	Comply: <u>YES</u>
Training	
Training by factory-trained personnel shall be provided for City personnel at the Public Works Complex in Temiskaming Shores, Ontario	Confirm: <u>YES</u>
Warranty	
The Slip-in tank and all components shall come with a full one year parts and labour warranty.	Confirm: <u>YES</u>

Quotation

Quotations submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than thirty (30) days.

The form of Quotation must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm bidding.

The lowest or any Quotation not necessarily accepted.

Change/Amendment

At any time prior to the closing date and time, The City reserves the right to alter, delete, amend or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this Quotation, in which case, a formal addendum specifying the same in detail will be issued.



**City of Temiskaming Shores
PW-RFQ-002-2018
Slip-in Tanks - Haileybury**

Form of Quotation

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation.

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

Description	Amount
Lump Sum price to supply and Install (2) slip-in tanks	51,854. ⁰⁰
Sub-Total:	\$ 51,854. ⁰⁰
H.S.T.:	\$ 6,741. ⁰²
Total:	\$ 58,595. ⁰²



City of Temiskaming Shores
PW-RFQ-002-2018
Slip-in Tanks

Non-Collusion Affidavit

I/ We ROAD MAINTENANCE EQUIPMENT SERVICES INC. the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

ROAD MAINTENANCE EQUIPMENT SERVICES INC.
Company Name

106 BUCHANAN ST. COBOURG, ON K9A 1Z1
Address

Brian Davey
Authorized Signature

Print Name: BRIAN DAVEY

Title: PRESIDENT

E-mail: BDAVEY@RMES.CA

Phone No.: 905-372-1124

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2018-036

A BY-LAW TO AUTHORIZE CERTAIN NEW CAPITAL WORKS OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (THE “MUNICIPALITY”); TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”) FOR FINANCING SUCH CAPITAL WORKS; TO AUTHORIZE TEMPORARY BORROWING FROM OILC TO MEET EXPENDITURES IN CONNECTION WITH SUCH WORKS; AND TO AUTHORIZE LONG TERM BORROWING FOR SUCH WORKS THROUGH THE ISSUE OF DEBENTURES TO OILC

WHEREAS the *Municipal Act, 2001* (Ontario), as amended, (the “**Act**”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is now deemed to be expedient to authorize for the purposes of the Municipality the new capital work(s) described in column (2) of Schedule “A” (individually a “**Capital Work**”, collectively the “**Capital Works**”, as the case may be) attached hereto and forming part of this By-law (“**Schedule “A”**”) in the amount of the respective estimated expenditure set out in column (3) of Schedule “A”, subject in each case to approval by OILC of the financing for such Capital Work(s) that will be requested by the Municipality in the Application as hereinafter defined;

AND WHEREAS in accordance with section 4 of Ontario Regulation 403/02 (the “**Regulation**”), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the “**Updated Limit**”), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule “A” (the “**Authorized Expenditure**” for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, (collectively the “**Estimated Annual Amount Payable**”) and determined that the Estimated Annual Amount Payable does not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Ontario Municipal Board pursuant to the Regulation, is not required before any such Capital Work is authorized by the Council of the Municipality;

AND WHEREAS subsection 405(1) of the Act provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work;

AND WHEREAS subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may

issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS the Act also provides that a municipality shall authorize long term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

AND WHEREAS OILC has invited Ontario municipalities desirous of obtaining temporary and long-term debt financing in order to meet capital expenditures incurred on or after January 1, 2004 in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application on the form provided by OILC;

AND WHEREAS the Municipality has completed and submitted an application to OILC (the "**Application**") to request financing for the Capital Work(s) by way of long term borrowing through the issue of debentures to OILC and by way of temporary borrowing from OILC pending the issue of such debentures;

AND WHEREAS OILC has accepted and has approved the Application;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES ENACTS AS FOLLOWS:

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the financing of the Capital Work(s) in the maximum aggregate principal amount of \$1,203,000 substantially in the form of Schedule "B" hereto and forming part of this By-law, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2.
 - (a) The undertaking of the Capital Work or of each Capital Work, as the case may be, in the amount of the respective estimated Authorized Expenditure set out in column (3) of Schedule "A" is hereby approved and authorized;
 - (b) any one or more of the Mayor and the Treasurer are hereby authorized to conclude contracts on behalf of the Municipality for the undertaking of the Capital Work or of each Capital Work, as the case may be, in accordance with the Municipality's usual protocol;
 - (c) where applicable, the Engineer of the Municipality will forthwith make such plans, profiles and specifications and furnish such information as in the opinion of the Engineer are necessary for the undertaking of the Capital Work or of each Capital Work, as the case may be; and
 - (d) where applicable, the undertaking of the Capital Work or of each Capital Work, as the case may be, shall be carried on and executed under the superintendence and according to the direction and orders of such Engineer.

3. The Mayor and the Treasurer are hereby authorized to negotiate and enter into, execute and deliver for and on behalf of the Municipality a financing agreement (a “**Financing Agreement**”) with OILC that provides for temporary and long term borrowing from OILC in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.
4. The Mayor and/or the Treasurer are hereby authorized, pending the substantial completion the Capital Work or each Capital Work, as the case may be, or as otherwise agreed with OILC, to make temporary borrowings pursuant to section 405 of the Act in respect of the Capital Work or of each Capital Work, as the case may be, on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree, and to sign such evidence of indebtedness as OILC may require (the “**Note**”) and to deliver the Note to OILC, such execution and delivery to be conclusive evidence of such agreement; and the Treasurer is authorized to sign such certifications as OILC may require in connection with such borrowings in respect of the Capital Work(s); provided that the amount of borrowings allocated to the Capital Work or to each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule “A” in respect of such Capital Work.
5. Subject to the terms and conditions of the Financing Agreement and such other terms and conditions as OILC may otherwise require, the Mayor and the Treasurer are hereby authorized to long term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree (the “**Debentures**”); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule “A” in respect of such Capital Work.
6. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Note and/or the Debentures, as the case may be (the “Obligations”), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.

7. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under the Note and/or any outstanding Debenture, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
8.
 - (a) The Mayor and/or the Treasurer are hereby authorized to execute and deliver the Note, the Mayor and the Treasurer are hereby authorized to enter into, execute and deliver the Financing Agreement, and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the Obligations of the Municipality under the Financing Agreement and to execute and deliver the Note and to issue the Debentures, and the Treasurer is authorized to affix the Municipality's municipal seal to any such documents and papers.
 - (b) The money realized in respect of the Note and the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to the execution and delivery of the Note and to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
9. This By-law takes effect on the day of passing.

ENACTED AND PASSED this 6th day of March, A.D. 2018.

Carman Kidd
Mayor

David B. Treen
Municipal Clerk

Schedule "A"
to By-Law Number 2017-139
(New Capital Work(s))

(1)	(2)	(3)	(4)
<u>Capital Work Number</u>	<u>Description of Capital Work</u>	<u>Estimated Expenditure</u>	<u>Loan Amount</u>
1	Fleet Replacement – 10 yr	\$650,000	\$650,000
2	Pumper/Tank Replacement	\$370,000	\$370,000
3	Fleet Replacement – 5 yr	\$183,000	\$183,000

Schedule “B”

Please insert the OILC Application into Schedule “B”.

Webloans Loan Application PDF

FA Number

Application for

Projects

ID	SIT Project ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
543	1	2018 Fleet Replacement	02/28/2018	04/30/2018	\$650,000.00	650,000.00
544	0	Pumper/Tanker Replacement	02/28/2018	12/31/2018	\$370,000.00	370,000.00
545	0	2018 Fleet Replacement (5 yr)	02/28/2018	05/31/2018	\$183,000.00	183,000.00

Details of Project 2018 Fleet Replacement

Project Category

Work Type

Other Description

Project Name

Construction/Purchase Start

Construction/Purchase End

Energy Conservation

Project Address 1

Project Address 2

City / Town

Province

Postal Code

Description

Comments and/or Special Requests

Project Life Span (Years)

Project Financial Information

Project Cost (A)

Other Project Funding / Financing (B):

Other Project Funding/Financing Total (B)

OILC Loan Amount (A-B)

project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
04/01/2018	\$0.00	10	Serial
Long-term Borrowing Total	\$0.00		

Details of Project Pumper/Tanker Replacement

Project Category	Municipal Other Infrastructure
Work Type	Fire
Project Name	Pumper/Tanker Replacement
Construction/Purchase Start	02/28/2018
Construction/Purchase End	12/31/2018
Energy Conservation	<input type="checkbox"/>
Project Address 1	325 Farr Drive
Project Address 2	
City / Town	Haileybury
Province	ON
Postal Code	P0J 1K0
Description	Pumper/Tanker
Comments and/or Special Requests	
Project Life Span (Years)	30

Project Financial Information

Project Cost (A)	\$370,000.00
Other Project Funding / Financing (B):	
Other Project Funding/Financing Total (B)	\$0.00
OILC Loan Amount (A-B)	\$370,000.00

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
12/01/2018	\$370,000.00	10	Serial
Long-term Borrowing Total	\$370,000.00		

Details of Project 2018 Fleet Replacement (5 yr)

Project Category	Municipal Other Infrastructure
Work Type	Others
Other Description	Fleet Replacement -
Project Name	2018 Fleet Replacement (5 yr)
Construction/Purchase Start	02/28/2018
Construction/Purchase End	05/31/2018
Energy Conservation	<input type="checkbox"/>

Project Address 1 325 Farr Drive

Project Address 2

City / Town Haileybury

Province ON

Postal Code P0J 1K0

Description
 3/4 Ton Pick Up with Cap - Public Works
 1/2 Ton Pick Up - Public Works
 Van - Building Maintenance
 Water Tanks (2) - Public Works

Comments and/or Special Requests

Project Life Span (Years) 10

Project Financial Information

Project Cost (A) \$183,000.00

Other Project Funding / Financing (B):

Other Project Funding/Financing Total (B) \$0.00

OILC Loan Amount (A-B) \$183,000.00

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
05/01/2018	\$183,000.00	10	Serial
Long-term Borrowing Total	\$183,000.00		

Debt and Re-payments Summary

Has there been any new/undisclosed debt acquired since last FIR was submitted? Yes No

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

Non Re-payments of Loans or Debenture

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details.

OILC Loan Repayment Information

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation	100.00
User Fees	0.00
Service Charges	0.00
Development Charges	0.00
Connection Fees	0.00
Repayment Subsidies	0.00
Other	

Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below.

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-Law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

Please note: OILC retains the right to request and review any additional information or documents at its discretion.

Confidential Information

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-037

Being a by-law to authorize an Agreement with Northstar Fireworks Entertainment Inc. for the supply and ignition of Fireworks for Canada Day celebrations in 2018, 2019 and 2020 within the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report CGP-006-2018 at the March 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and three (3) year agreement with Northstar Fireworks Entertainment Inc. for the supply and ignition of a fireworks display in 2018, 2019 and 2020 for consideration at the March 6, 2018 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 Northstar Fireworks Entertainment Inc. for the supply and ignition of fireworks at the annual Summerfest / Canada Day events in 2018, 2019 and 2020 in the amount of \$19,115.88 plus HST per year, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.

Read a first, second and third time and finally passed this 6th day of March, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-037

Agreement between

City of Temiskaming Shores

and

Northstar Fireworks Entertainment Inc.

For the supply and ignition of
Fireworks in 2018, 2019 and 2020

This agreement made in duplicate this 6th day of March, 2018.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called “the City”)

and:

Northstar Fireworks Entertainment Inc.
(hereinafter called “the Contractor”)

Witnesseth:

That the City 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 Request for Proposal Documents attached hereto and entitled:

The Corporation of the City of Temiskaming Shores
Request for Proposal No. CGP-RFP-001-2018
Canada Day Weekend – Fireworks presentation
2018, 2019, 2020

- b) Do and fulfill everything indicated by this Agreement and in the Proposal Documents.

Article II:

The City will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid Nineteen Thousand, One Hundred and Fifteen Dollars and Eighty Eight Cents (\$19,115.88) in 2018, 2019 and 2020 plus applicable taxes subject as provided in the Contract Documents.

Year	Subtotal	13% HST	Total
2018	\$ 19,115.88	\$ 2,485.06	\$ 21,600.94
2019	\$ 19,115.88	\$ 2,485.06	\$ 21,600.94
2020	\$ 19,115.88	\$ 2,485.06	\$ 21,600.94

- b) Make payment on account thereof upon delivery and application of product 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.
- c) Evaluate the Contractor’s performance on all components of the supply and ignition of fireworks display, on a yearly basis and within 60 days of the last held Canada Day Weekend Fireworks Presentation. In the event the evaluation proves to be unsatisfactory, the City holds the right to cancel the remaining term of the agreement. The notification of such cancellation would be provided in writing to the Contractor by registered mail within 90 days of the last held Canada Day Weekend Fireworks Presentation delivered by the Contractor.

Article III:

A copy of the proposal from Northstar Fireworks Entertainment Inc. in response to CGP-RFP-001-2018, hereto attached as Appendix 01 forming part of this agreement.

Article IV:

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

The Contractor:

Northstar Fireworks Entertainment Inc.
215 Bathurst Drive
Waterloo, Ontario
N2V 2B2

The Owner:

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)

Northstar Fireworks Entertainment Inc.

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-037

Northstar Fireworks Entertainment Inc.
Proposal

NORTHSTAR

FIREWORKS ENTERTAINMENT



Request for Proposal Prepared For:

Temiskaming Shores Summerfest Fireworks

2018/19/20

RFP# CQP-001-2018

NORTHSTAR FIREWORKS

ENTERTAINMENT INC.

55 Northfield Drive Unit #246
Waterloo, Ontario N2K 3T6
Phone: (705) 446 - 8590
Jeffc@northstar-fireworks.com
www.northstar - fireworks.com

January 15 2018

Mr. James Franks
Economic Development Officer
City of Temiskaming Shores
325 Farr Drive,
Hailybury, Ontario
POJ 1K0

Dear James:

First off, thank you for giving us the opportunity to bid on the contract for 2018 - 20!! We are very excited about the chance to come back for another great contract!

It was a great 3 years up there, we are appreciative of the experience. We do more shows in your area than any other company in Ontario. We set up camp there for a week over the Canada Day period, with ample shooters, equipment, and fireworks to look after any situation that may arise.

Please read through our proposal, we have great plans for this contract, we know what best works for you're display and this is detailed in the show section. We have been trying to locate a barge both in Ontario and Quebec to make your show even better, in fact if we could get one it would be the ultimate. At the time of writing this nothing is confirmed, but I can assure you that we are working towards this goal. We are also looking into buying a barge,

The artistry, innovation, organization, and safety is what sets North Star fireworks above its competition!

Looking forward to the opportunity of working with you.

Best regards,



Jeff Clarmo
President
North Star Fireworks Entertainment Inc.

OUR HISTORY

North Star Fireworks is truly a multi tasking, full function fireworks company. All we do is fireworks displays. Our breadth of experience ranges from family fireworks shows, to indoor fireworks and special effects, all the way up to large multi media, musically choreographed fireworks productions. We have been doing successful fireworks productions for over 25 years, with customers from sea to sea.

Our early history including manufacturing and distribution of both display and family fireworks. In 1996 we became strictly a shooting company. Musical and high end shows our specialty. We buy directly from the importers, so we offer the best prices possible.

Our equipment is state of the art, with different firing systems depending on the weather conditions and style of show. We have the latest in computer scripting and firing technology for our musical productions, as well as the best all purpose firing systems for our harsh Canadian weather. Our mortar racking system is federally approved.

Safety is always a number one concern at North Star. With doing the sheer volume of shows we do, safety has to be number one as our motto is "You are only as good as your worst show". We are in good standing with WSIB, and will carry 5 million liability insurance

North Star is 100% Ontario owned and operated based out of Waterloo, Ontario. Recent modifications to its head office, warehouse and bunkers doubling its capacity to match its vastly increased revenues. We have depots in Ottawa, Timmins, Thunder Bay, Creemore, Gander and North Bay.



Stratford Summer Music Festival

OUR EQUIPMENT AND CREWS

North Star Fireworks prides itself on grand performances. The timing, the safety, the efficiency, and the overall quality of the show are based on the fact that we use good, new, state of the art equipment.

Our system starts with a computer software system called Finale. It was developed in California many years ago, and is still widely considered the industries finest. It has been used for everything from the Olympics to the Super Bowl to the Symphony of Fire.

The next stage is the actual firing systems, we use digital Pyromates, an excellent all weather system which are durable and dependable. They are good in extreme heat and cold, work great in rain, sleet or snow. We have 10 systems to look after all out large Canada Day shows.

Then we combine the software to the hardware, setting the show in unison with either a high tempo theme or musical track. We fuse every shell or "flight" of shells. We do not believe in time fuse, as there is a risk there of non ignition and a dreaded "black hole" in the show. It gives us control if there is any problem at all to switch sections, move on without the crowd know a thing. The equipment is only as good as the operator!

Our biggest asset by far at North Star is our people. We have been blessed with amazing crews. With over 120 guys and gals across the province (with some in Quebec and Newfoundland) and the majority with over 10 years experience some as much as 20! We pay them well, that why we have the best! Many of our crews have jumped from other companies to join us. These guys (and gals) take as much pride in your show as I do writing this proposal for you. Our crews are approachable, safety minded, and professional – if you need something they will be there for you. As we shoot shows everywhere in Ontario, Quebec and Newfoundland, we always have a "local" crew to help at a moment's notice.

Specific crew members with experience for your show are listed in this proposal.



Crew on site at Craigeleith Ski Club

EXPERIENCE AND QUALIFICATIONS

North Star Fireworks has been doing fireworks displays on a full time basis since 1996. Prior to that 7 years with another company building fireworks. Since those days in the early 90's we have worked with 1000's of municipalities, golf clubs, private parties, and ski resorts in Ontario. We have seen everything! Security issues, weather issues, production issues. They all can be overcome.

Our liability insurance is currently 5 million we also are compliant with WSIB. Certificates will be issued prior to the start of the contract or anywhere along the way to cover those needed.

The overall safety record for North Star is outstanding, with both show production, transportation and production. We have a transportation specialist who is one of our shooters, who we contract to ensure we are following the rules of our friends at the MTO. We have done over 2500 shows in the last 20 years; to say we never dropped debris somewhere where it should not be would of course be a lie. Have we ever had a claim for personal injury? No never, perfectly clean record. For shooters and audience alike.

Our shooters are all federally licensed with Energy Mines and Resources Canada. We have worked with probably 75% of the fire departments in Ontario and have an excellent relationship with them all. If awarded this contract we will of course work closely with the Gander fire department to make the experience as safe, memorable, and exciting as possible!

Forthcoming is a list of shows we did in the last 8 years, each one has their own security and logistical issues, that North Star handled 100% efficiently. Some like City of Guelph; we have to actually fence ourselves in during set up because the area is so dense with people. Other's like Stratford Summer Music take coordination with Police, private security, and in house caution taping done to keep the area safe. City of Toronto Ashbridges Bay, we had to totally reinvent the wheel when awarded the contract this year to make it safe. The site is very dense with people, a combination of new snow fence lines and Police on bikes/horses were brought in to properly secure the area. The shows done there this recently, where referenced as "arguably the best shows ever at Toronto waterfront" City of Woodstock needed a complete overhaul when we got that show in 2013. Site change for safety and view ability, led to various security issues. These were brought forward and dealt with in conjunction with their parks and recreation department, to make a superb and safe show.

To follow is the three requested reference letters and their accompanying videos are on the included memory stick – wifi may be needed to watch them.

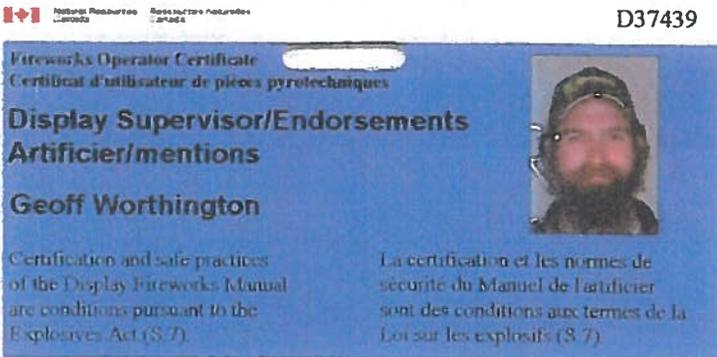
TEAM SUMMERFEST 2018

Company president and founder, and award winning choreographer Jeff Clarmo, seen will be the contact person for this contract and show designer. He is available on cell (705) 446 – 8590 anytime.

Our Crew supervisor, Geoff Worthington, has been with North Star for 10 years. He has worked 2 shows in New Liskeard and knows the routine very well. He has all the endorsements on his license for this show.

Our second in command is William Barrett. He has shot the last 2 fabulous Canada Day shows in Guelph Ontario - 20K each. He has been a pyro for 20 years and jumped from another company to us in 2010.

The balance of crew will be announced prior to the 2018 shows, but will include local shooters from the Timmins area. We for sure will include Patrick Ramsay from New Liskeard, he helped us last year and was an amazing asset – being local. We pay our top notch guys well and whenever we can we keep the employment local – it helps everyone!!



D37439

[Signature]
Chief Inspector of Explosives
Inspecteur en chef des explosifs

Sept./Sept. 2020
Expiry/Expiré

Display Supervisor/ Endorsements

The holder of this certificate is authorized to set up and fire Fireworks Displays in accordance with the principles set in the Display Fireworks Manual.

Artificier/mentions

Le détenteur de ce certificat est autorisé à monter et à faire la mise à feu de feux d'artifice selon les dispositions décrites dans le Manuel de l'artificier.

Endorsements:
Large Shells Nautical Effects
Floating Platform

[Signature]
Signature

D08209

**Display Supervisor/
Endorsements**

Artificier/mentions

Fireworks Operator Certificate
Certificat d'artificier de pièces pyrotechniques

Display Supervisor/Endorsements
Artificier/mentions

William Barrett



Certification and safe practices
of the Display Fireworks Manual,
are conditions pursuant to the
Explosives Act (S.7).

La certification et les normes de
sécurité du Manuel de l'artificier
sont des conditions aux termes de la
Loi sur les explosifs (S.7).

The holder of this certificate is
authorized to set up and fire
Fireworks Displays in accordance
with the principles set in the
Display Fireworks Manual.

Le détenteur de ce certificat est
autorisé à monter et à faire la mise
à feu de feux d'artifice selon les
dispositions décrites dans le
Manuel de l'artificier.

Endorsements:
Large Shells Nautical Effects Flying Saucers
Floating Platform Rooftop, Bridge, Flatbed

William Barrett

Signature

Jim

Chief Inspector of Explosives
Inspecteur en chef des explosifs

July/Juliet 2020
Expiry/Expire

2018 – 2021 SUMERFEST FIREWORKS DISPLAY

We have shot this show for the last three years and have learned a great deal from our experience there. The first two years was for the Biker Reunion, and last year was Canada Day 150th production for the town.

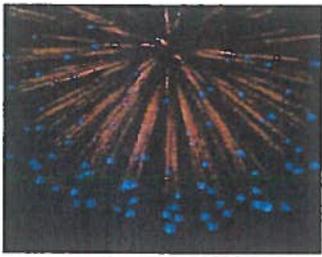
For year three, we thought we could make the show better by utilizing mid level cakes into the show, because the perception was the crowd would move into a new vantage point. Well that may have been the case for a small number of spectators the majority stayed at the original viewing area. The show was awesome but we were not happy with it and for this bid have went back to an all aerial high level display with star shells starting at 4"/100mm – breaking at 400 feet. These will be extended like year one and two all the way up to 8"/200mm the largest we can legally shoot there!! The only exception to that template will be 300 LOUD!! 3" salutes!! The Bikers loved it and so did the locals, so we going to keep doing it!!

In our opinion the show should be 15 minutes in length for MAX intensity and excitement!

We will open with Red and White to honour Canada, pre finale will be our signature gold and brocade hanging chrysanthemums. Then the grand finale will be the 300 shot full on assault of noise and light with the LOUD salutes that will be heard clear across the lake!!

The middle section of the show will be full of tableaux – different sections of different effects. Please see the accompanying pages for fireworks that will be in your show.





Blue chrysanthemum



white flitter chrysanthemum



butterfly with ring



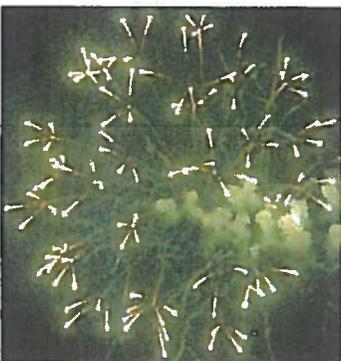
Star fish shell



crackling crossettes



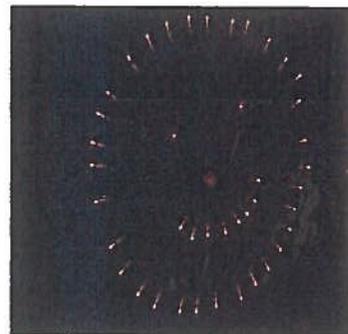
brocade shells



Green crossettes



tailed chrysanthemums



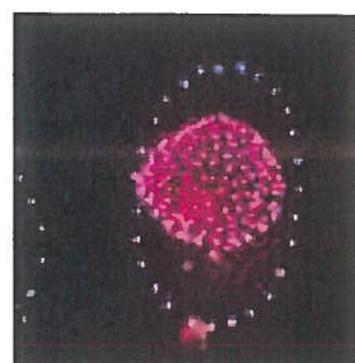
Smiley face shaped shell



Gold Palm Trees



Dragons Eggs w Palm



Saturn

**TEMISKAMING SUMMERFEST
FIREWORKS 2018/19/20**



SHOW DATES: JULY 1st 2018/19/20

AERIAL SHELLS

<u>Size</u>	<u>Description</u>	<u>#</u>	<u>Price</u>	<u>Total Cost</u>
75mm/3"	LOUD tailed salutes	300	\$ 21.00	\$ 6,300.00
102mm/4"	Assorted Colours and Effects	221	\$ 32.00	\$ 7,072.00
102mm/4"	Cylinder Shell Special Effect	49	\$ 50.00	\$ 2,450.00
127mm/5"	Assorted Colours and Effects	115	\$ 60.00	\$ 6,900.00
127mm/5"	Cylinder Shell Special Effect	25	\$ 90.00	\$ 2,250.00
155mm/6"	Assorted Colours and Effects	88	\$ 80.00	\$ 7,040.00
170mm/7"	Extra Special Shells	30	\$ 100.00	\$ 3,000.00
200mm/8"	Extra Special Shells	10	\$ 400.00	\$ 4,000.00
	<i>Total Number of Shells</i>	838		\$ 39,012.00

SHOT SUMMARY

75mm/3"	300
102mm/4"	270
127mm/5"	140
155mm/6"	88
170mm/7"	30
200mm/8"	10

QUOTATION SUMMARY

Show Value		\$ 39,012.00
Discount	51%	\$ 19,896.12
Sub Total		\$ 19,115.88
HST	13%	\$ 2,485.06
Total Cost		\$ 21,600.94

PROFESSIONAL SERVICES

- A. **The Shows.** North Star Fireworks takes pride of thinking outside the box for all of our fireworks productions. Each show we produce is a celebration, all of different intention, budget and demographic nature. By utilizing this philosophy for close to 30 years we have a lot of experience to draw from in designing shows like yours. Our intention on these shows is to reach Canadians on an emotional and spiritual level

Over the decades we have become artists, and enjoy working with other artists. For the Stratford Summer Music Festival we teamed up with world renowned mystro and composer Berthold Carriere. He designed us a 9 minute fireworks soundtrack, aptly named "Music for a Mid Summers Night". To this day, some 14 years afterwards we still utilize that fabulous music for their amazing festival. We really look forward to teaming up with your artistic community to design these shows. North Star has used Carl Langlois from Montreal for many years as our "music man" he is very innovative, insightful and experienced in the fine art of mixing music, and matching themes to create a positive tempo building show.

- B. **Management Plan.** Projects like this are not new to North Star. We would like after acceptance of the proposal to work very closely with the city to establish workable timelines for everything in the regarding deliverables. We have all of our explosive product and equipment in house already, but show design will take some time. We will be shooting the show 100% computer fired on the state of the art Pyromate Digital Nighthawk remote firing system and will be designed on the Finale software program.

We will establish a relationship with local fire and the OPP in the early stages to work with them on fallout zones, security, insurance, permits, emergency response plans and cancellation procedures.

- C. **Project Risks.** This project, like all has inherent risks, mostly to do with weather and cancellation. We want to work with you on this regard and in our afore mentioned first meeting we will come up with a compensation package for both the city and North Star if there is a 3 day hurricane and the shows must be cancelled. Our shows can go rain or shine, if however the winds are above 40KM and/or the conditions are too hazardous to the crew or crowd. We can delay shooting, or postpone to the next day. We will not charge any extra for a next day postponement. If we have to delay for weeks or months, a 10% fee will be charged to cover expenses.

- D. **Quality Control.** This project can and will come off with no snags. No last minute finger pointing, no excuses. We have local tech's as well as a team from southern Ontario that are in your area doing various shows for a week. Each pyro is trained exclusively with our industry leading techniques and training manuals. Geoff Worthington will once again be the crew chief for this event.

SIMILAR PROJECTS - REFERENCES

Listed below are 3 similar projects to your requested show. We have included a complete reference package and 8 year show list in the package appendix.

1. **Tim Horton's 50th Celebration Party 2014.** This show was given to us after the incredible success we have with the City of Toronto, without a bid. It was a 100K production fully musical on 150 foot barge in Toronto Harbour. The show was artistically up to us and as the crowd demographic included franchise owners worldwide we had to appease everyone. This was done by utilizing new and old Canadian Music as well as American standards and some Bollywood music, to excite our delegation from Dubai. The music was different, but the upbeat theme was the same and it united everyone as a fitting end to an outstanding multimedia production featuring Tom Cochrane and Johnny Reid. Since Tim Horton's is so iconic ally Canadian, we spliced in bits of very important Canadian Sports Clips over top of the music "Henderson scores" and "touch em all Joe you will never hit a bigger home run in your life"... Amazing effect, there wasn't a dry eye in the place!!! We want to use this idea in your show - please see D.3 for more info on our plans for Barrie Harbour!

It was a 4 day set up and the logistics with the Fire Dept, City Police, OPP, Island Airport, bad weather, and the harbour authority, made it a challenge but it came off absolutely amazing without a hitch. The show feature shells from cakes to 12"/300mm. There have been many shows shot in that harbour over the years, and our stood apart because we opened up the canvas by angling our outside sections away from the middle at an obtuse angle with really filled the sky. This method is imperative for a full horizontal show as otherwise your show becomes completely lateral and the big budget and huge quantity of shells get completely lost, on top of each other – especially in the opening and finale.

We also did a 20 x 20 set piece of the Tim Horton's 50th Logo after the show for folks to admire on their way out. Again please see section D.3 for what we have planned in that regard for your show.

Production co coordinator for the event was Callie Hynes. Her number is 416 579 – 7024. Email callie@callieconsults.com Callie was also my contact for many Molson "Mystery Mansion" and "Coors Games" events.



2. **City of Kingston – 200th Birthday Celebrations Sir John A. MacDonald Show 2015.** For this production we were given full artistic freedom. So we concentrated on the man, the era, and the Kingston's historical and military heritage. So what better way to honour the man, than with a 200 gun salute!! 200 3"/75mm LOUD titanium salute shells, starting slow then speeding up to military type barrage of noise light!! The crowd 100% got it as well, and the applause for the opening was almost as grand as the applause for the finale!! Again we have been around a long time and have allot of experience to draw from for your show – please see our show section as we plan on a 300 shot salute to Canada in your grand finale! The show featured shells from cakes to 12"/300mm.

The 30K show was pyro musical, full on military and classical composition. Sir John, would roll over in his grave if we played rock and roll!! There is a time and a place, fireworks is art – and if done properly the crowd appreciates it. Any company, and town, any city can throw a million shells in the air and call it a spectacle. We would rather think outside the box and make each production unique and memorable experience.

We have been doing it in Kingston for a long time with barge shows on Victoria Day all British invasion! Old to new Beatles to Spice Girls to Ed Sheeran.

Our current contact in Kingston is Nancy Ruel (613) 546 – 4291 x 3124. Email address nruel@cityofkingston.ca please see reference letter in the appendix

3. **Gander Festival of Flight – Gander NFLD 2016 and 2017** This show is very similar to yours, similar budget, and same size shells with loads of nautical shells. We have just recently set up a satellite office in Newfoundland and this was our first big show. The organizer was shocked when I said it was going to be action packed no black spot for 17 minutes. She was a little worried as it seemed farfetched from what she was used to and she and the purchasing department went out on a HUGE limb hiring someone new from a different province for such and important show.

The show was 17.15 minutes of shells from 3"/75mm to 10"/250mm and we came through. It has been widely heralded as the "best show ever on the rock" now that's not fair as its hard to compare shows and memories fade... but this one is sticking around for a while I think!! Kelly Sceviour is my contact person and her number is 709 235 – 0243 email ksceviour@gandercanada.com

Jeff Clarmo

From: David Raakman [David.Raakman@mississauga.ca]
Sent: July-04-16 11:24 AM
To: jeff clarmo (jeffc@northstar-fireworks.com)
Subject: Canada Day fireworks were a blast!

20k

Hello Jeff,

I hope you're recovering well from what must have been an extraordinarily busy weekend for you! A quick note to say that our fireworks were fantastic and very well received by the thousands who watched them light up the sky on Friday night! I also want to express my personal appreciation for how easy it was to work with you and your crew. Your responsiveness to my questions, your availability and willingness to meet on site two times at virtually the drop of a hat, and your customer service in general were all top rate.

Knowing how crazy things will be for the 150th birthday celebration, is it possible to tentatively book you now for a similar (and likely bigger show) next year? Our committee has its 2016 wrap-up meeting on July 18 and we'll be in a better position to firm up the details shortly after that. For now, I hope we can count on you and your company to put on our show again next year.

Thanks again and best regards!
David

David Raakman
*Executive Assistant to
Councillor Sue McFadden
Ward 10 Mississauga*

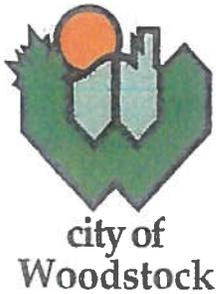
905-615-4610
David.Raakman@mississauga.ca

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www.MississaugaWard10.ca



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JOK



**OFFICE OF THE
COMMUNICATIONS &
SPECIAL EVENTS MANAGER**

The City of Woodstock
500 Dundas Street, P.O. Box 1539
Woodstock, Ontario
N4S 0A7
Telephone (519) 539-1291, Ext. 4102
Fax (519) 539-3275

January 23, 2014

To Whom It May Concern:

WOW ...

Gentlemen ... the reviews continue to roll in!

The Mayor could hear the appreciation of the crowd from his vantage point at the west end of the park.

A local police officer went out of her way to drop by my office to tell me how awe-inspiring she and her family thought the show was ... my oldest daughter commented on how fantastic they looked from the 6th floor balcony of her Chieftain apartment (overlooking Pittock). Jeff Slager, Fire Prevention Officer for the City asked me to pass along his thanks.

I've received numerous comments about the finale and Facebook continues to generate a whole crop of positive comments and kudos.

Thanks for the hard work, direction and professionalism!

The only negative was from the flock of geese that "#*%!" themselves mid-air after the first shell was launched!

Let's do it again! We'll start at \$10K again and hopefully Toyota will step up again!



Brad Janssen
Communication and Special Event Manager
City of Woodstock
519 539 1291 Ext. 4102

Jeff Clarmo

From: Kimble, Lesley [LKimble@cityofkingston.ca]
Sent: January-12-15 3:32 PM
To: 'jeff clarmo'
Subject: FW: Fireworks
Attachments: photo.JPG; ATT00001.txt

JOK

Jeff, I just wanted to tell you that I have heard wonderful reviews about the fireworks from people I have talked to today I did watch them myself , and I would go out on a limb to say that they are the very best we have had in Kingston ever - having grown up here, that's pretty amazing! . The buzz from our committee and other people who saw them was that they were "incredible", "amazing" "phenomenal "" and "the best yet".

I thought I would send this pic that that my daughter took last night through a window at the Confederation place hotel. The shapes disappear so fast that they are really hard to catch, but she just was in the right place at the right time.

Hope the truck issue has been fixed, and that you are going to get back on the road soon. Let me know what's happening with the trailer, so I can let the Base Chief know.

Many thanks again Jeff, you really outdid yourself this time!

Cheers, Lesley

Lesley Kimble
Special Events Coordinator
Recreation and Leisure Services
Community Services Group
City of Kingston
Phone: 613-546-4291 ext. 1715
Cell: 613-328-1176
Email: Lesley Kimble

where history and innovation thrive
City of Kingston

-----Original Message-----

From: Erin Kimble [<mailto:erinmjkimble@gmail.com>]
Sent: Monday, January 12, 2015 12:46 AM
To: lkimble222@gmail.com; Kimble, Lesley
Subject: Fireworks

[https://www.cityofkingston.ca/cok/images/logos/SS_Top7_emailpromo.jpg]

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Jeff Clarmo

From: Jacques Begin [jacques@voyageurdays.com]
Sent: July-27-15 6:52 PM
To: 'jeff clarmo'
Cc: lucie@voyageurdays.com; lynne@voyageurdays.com
Subject: Mattawa Voyageur Days

ISK

Jeff...there are absolutely a billion positive words that would describe what you displayed last night closing Mattawa Voyageur Days!!!! We have received so many comments on the fireworks that I think we should cancel the concerts and just set off fireworks all weekend long!!!! Thank you so very much for believing in Mattawa Voyageur Days....you should be the Voy Days co-chair responsible for oos and aaaaahhhssss !!!! Thank you so very much.

Next year...Mattawa Voyageur Days turns 19 so we will have the 19th Birthday Bash....and in 2 years...the Best of 19 years of music for the 20th Anniversary....so you got some planning to do!!!

I think we need to trim out some brush so that we can enjoy the water display though.!!!!

Keep it up...and use us as reference anytime

Thanks
Jacques

Jeff Clarmo

From: Judy Matheson [jmatheson@stratfordsummermusic.ca]
Sent: July-18-17 8:34 AM
To: Jeff Clarmo
Subject: thank you!

10k

Jeff!

Wonderful job last night ... STUNNING DISPLAY!!

Thanks so much for consistently delivering the best fireworks show of the year in Stratford.

Best regards,

Judy



July 17 to August 27

Judy Matheson
General Manager
Stratford Summer Music
jmatheson@stratfordsummermusic.ca
519-271-2101
Make music a part of your
Stratford experience!



CGP-RFP-001-2018

City of Temiskaming Shores
CGP-RFP-001-2018
Supply and ignition of fireworks display

CGP-RFP-001-2018

Developer's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, JEFF CLARMO
(Registered Company Name/Individuals Name)

Of, NORTHSTAR FIREWORKS ENTERTAINMENT INC
(Registered Address and Postal Code)

Business:

Phone Number (705) - 446-8590

Fax Number () - N/A

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

Lump sum price 2018 (excl. HST)	\$ <u>19 115.88</u>
Lump sum price 2019 (excl. HST)	\$ <u>19 115.88</u>
Lump sum price 2020 (excl. HST)	\$ <u>19 115.88</u>



CGP-RFP-001-2018

City of Temiskaming Shores
CGP-RFP-001-2018
Supply and ignition of fireworks display

NON COLLUSION AFFIDAVIT

I/ We JEFF CLARKE 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

NORTASTAR FIREWORKS ENTERTAINMENT INC.

Title

PRESIDENT



CGP-RFP-001-2018

City of Temiskaming Shores
CGP-RFP-001-2018
Supply and ignition of fireworks display

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:

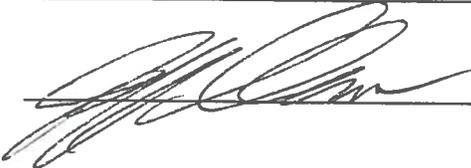
In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation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

Dated at COLLINGWOOD this 15 day of JAN, ~~2014~~ 2018

FIRM NAME: NORTSTAR FIREWORKS ENTERTAINMENT INC.

BIDDER'S AUTHORIZED OFFICIAL: JEFF CLARMO

TITLE: PRESIDENT

SIGNATURE: 

The Corporation of the City of Temiskaming Shores

By-law No. 2018-038

**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 6, 2018**

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 6, 2018** 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 6th day of March, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen