



**The Corporation of the City of Temiskaming Shores  
Committee of the Whole  
Tuesday, November 5, 2024 – 3:00 p.m.  
City Hall – Council Chambers – 325 Farr Drive**

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**Agenda**

1. **Land Acknowledgement**
2. **Call to Order**
3. **Roll Call**
4. **Review of Revisions or Deletions to the Agenda**
5. **Approval of the Agenda**

**Draft Resolution**

Moved by: Councillor

Seconded by: Councillor

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

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

**7. Public Meetings Pursuant to the Planning Act, Municipal Act, and Other Statutes**

None

**8. Public Works**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Memo No. 026-2024-PW – Transportation Services Operations Update**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 026-2024-PW, regarding the Transportation Services Update for information purposes.

**2. Administrative Report No. PW-029-2024 – Spoke Transfer Station – Extension of Agreement and Lease Agreement with Phippen Waste Management**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-029-2024;

That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-103 (Agreement with Phippen Waste Management), Schedule D – Operation and Maintenance of the Spoke Transfer Station, to authorize a one (1) month extension for the period ending January 31, 2025, for consideration at the November 19, 2024 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Phippen Waste Management from February 1, 2025 until April 30, 2025, for the use of the property located at 547 Barr Drive in New Liskeard (Spoke Transfer Station), in the amount of \$ 4,500.00 per month plus applicable taxes, for consideration at the November 19, 2024 Regular Council meeting.

**c) New Business**

None

**9. Recreation Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Memo No. 027-2024-RS – Rockin' On Canada Day – City Liaison Team**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 027-2024-RS; and

That Council hereby appoints the following City representatives to liaise with the Rockin' on Canada Day Event Committee for the purpose of ensuring open communication between parties:

- Staff Liaison:
  - Mathew Bahm, Acting City Manager until November 17, 2024
  - Sandra Lee, City Manager, effective November 18, 2024
- Council Liaison:
  - \_\_\_\_\_.

**2. Memo No. 028-2024-RS – Ontario Trillium Foundation Grow Grant Application**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 028-2024-RS; and

That Council directs staff to submit a funding application to the Ontario Trillium Foundation Grow Grant for an expansion of City-led youth programming.

**3. Memo No. 029-2024-RS – Recreation Operations Update**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 029-2024-RS, regarding the Recreation Operations Update for the month of November, for information purposes.

**c) New Business**

None

**10. Fire Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**



**1. Fire Activity Report – August to October 2024**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the Fire Activity Report from August 22, 2024 to October 15, 2024, for information purposes.

**c) New Business**

None

**11. Corporate Services**

**a) Delegations/Communications**

None

**b) Administrative Reports**

**1. Quarterly Capital – 2024 Budget Variance Report, Quarter 3**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of the 2024 Capital Budget Variance Report – Quarter 3, for information purposes.

**2. Memo No. 037-2024-CS – Drainage Superintendent – Remuneration**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Timiskaming Shores acknowledges receipt of Memo No. 037-2024-CS; and

That Council directs staff to amend By-law No. 2006-022 (Appointment of a Drainage Superintendent), to approve an hourly rate of \$40.00 per hour effective January 1, 2024, for consideration at the November 19, 2024 Regular Council meeting.

**3. Administrative Report No. CS-038-2024 – Primary Public Safety Answering Point (PSAP) Agreement**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-038-2024; and

That Council directs staff to prepare the necessary by-law to enter into a rolling term agreement with the Minister of Solicitor General on behalf of the Ontario Provincial Police, for the provision of 9-1-1 Primary Public Safety Answering Point (PSAP) Services effective January 1, 2025, at a per capita cost of \$0.561 (or \$5,404.67 for 2025), for consideration at the November 19, 2024 Regular Council meeting.

**4. Administrative Report No. CS-039-2024 – Retail Business Holiday Exemption By-Law Amendment**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-039-2024; and

That Council directs staff to prepare an amendment to By-Law 2005-121, for retail business holiday exemptions, to allow businesses to open on all nine days listed within the Retail Business Holidays Act, being New Year's Day; Family Day; Good Friday; Easter Sunday; Victoria Day; Canada Day; Labour Day; Thanksgiving Day; and Christmas Day.

**OR**

That Council directs staff to keep the existing four days, being Victoria Day, Canada Day, Labour Day and Thanksgiving Day, and add the following day(s) as additional exemption(s):

- ☐ New Year's Day
- ☐ Family Day
- ☐ Good Friday
- ☐ Easter Sunday
- ☐ Christmas Day

**OR**

That Council directs staff to maintain the existing four days, being Victoria Day, Canada Day, Labour Day and Thanksgiving Day.

**OR**

That Council directs staff to prepare the necessary by-law to rescind By-law No. 2005-121, so that no business may open in the City of Temiskaming Shores on holidays listed within the Retail Holidays Business Act.

**5. Administrative Report No. CS-040-2024 – Community Investment Initiative Northern Ontario (CIINO) application**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-040-2024; and

That Council confirms and supports the application to FedNor to the Community Investment Initiative – Northern Ontario (CIINO) program in the amount of \$345,000 (90% funding) for the Regional Economic Development Project, including the hiring of a regional Economic Development Officer for a three (3) year period.

**6. Administrative Report No. CS-041-2024 – Site Plan Agreement for 129 Davidson Street**

*Draft Resolution*

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-041-2024; and

That Council directs staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with 2844371 Ontario Inc. for the property at 129 Davidson Street, for consideration at the November 19, 2024 Regular Council meeting.

**c) New Business**

None

**12. Schedule of Council Meetings**

- a) Regular Council Meeting – November 19, 2024 starting at 6:00 p.m.
- b) Committee of the Whole Meeting – December 3, 2024 starting at 3:00 p.m.

**13. Closed Session**

None

**14. Adjournment**

Draft Resolution

Moved by: Councillor

Seconded by: Councillor

Be it resolved that Council hereby adjourns its meeting at \_\_\_\_\_ p.m.

# **Memo**

**To:** Mayor and Council  
**From:** Mitch McCrank, Manager of Transportation Services  
**Date:** November 5, 2024  
**Subject:** Transportation Department Update  
**Attachments:** N/A

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Mayor and Council:

I am pleased to provide the following update for the Transportation Department.

## **Transportation Operations**

1. Asphalt Plant closed on November 1<sup>st</sup>. Managing Potholes and Patches.
2. Ditching, Culverts, Road repairs ongoing.
3. Prepping for Winter. Training.

## **Fleet**

1. Prepping for Winter.
2. Rental Graders are on site and ready to go.
3. Ongoing Routine and Preventive Maintenance

## **Transit**

1. Typical Maintenance issues. Shop team is handling winter prep and removal of bike racks in accordance with the closing of the STATO.

## **Outstanding 2024 Capital Projects**

- **Street Light Projects** – Items are ordered and waiting on Delivery. Will not take long to install once on site.
- **Dymond Industrial Phase 1 Road Rehab** – Complete.
- **Transit Buses** are in production. Timeline is still likely in Q1 2025.

## Funding Updates

### 1. RTSF (Rural Transit Solutions Fund)

- a. Grant of \$50,000 awarded to Temiskaming Transit
- b. Waiting for official agreement from the province.
- c. Working on RFP document

### 2. CPTF (Canada Public Transit Fund)

- a. Baseline Funding Expression of Interest submitted and approved.
- b. Waiting on more details from the Federal government.

### 3. OTIF (Ontario Transit Investment Fund)

- a. Applications are open
- b. Quite the range of opportunities including eligible expenditure such as projects that fill Transit Gaps which includes both Operating and Capital Expenses.
- c. More info to come

### 4. HECSF (Housing Enabling Core Servicing)

- a. Application Submitted
- b. Based on eligible projects and required documents, Staff applied for a Road rehab of Peter's Road (From Hwy 65E to Dawson Point Rd.) and Dawson Point Road (from McKelvie to Peters). The main component of the fund being promotion of Housing and expanding core services (Roads and Bridges) to support the housing development of FPT and Boreal Subdivision.
- c. In line with Asset Management Plan and renewal of aging infrastructure.
- d. Proposal includes widening, subbase, asphalt, active travel components and intersection improvements.

### 5. GMF (Green Municipal Fund) Tree Planting

- a. Application submitted
- b. Enlarging our Tree Canopy in the New Liskeard Downtown and the Algonquin Park.
- c. Downtown proposal includes infrastructure improvements to promote road and pedestrian safety and inclusivity.

Prepared by:

*“Original signed by”*

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Mitch McCrank, CET  
Manager of Transportation Services

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**Subject:** Spoke Transfer Station – Extension of Agreement and Lease Agreement with Phippen Waste Management      **Report No.:** PW-029-2024

**Agenda Date:** November 5, 2024

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### **Attachments**

- Appendix 01:** Draft By-law amendment (By-law No. 2019-103 - Agreement with Phippen Waste Management, Schedule D – Operation and Maintenance of the Spoke Transfer Station) – One Month Extension
- Appendix 02:** Draft Lease Agreement By-law

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-029-2024;
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2019-103 (Agreement with Phippen Waste Management), Schedule D – Operation and Maintenance of the Spoke Transfer Station, to authorize a one (1) month extension, for the period ending January 31, 2025, for consideration at the November 19, 2024 Regular Council meeting; and
3. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Phippen Waste Management, from February 1, 2025 until April 30, 2025, for the use of the property located at 547 Barr Drive in New Liskeard (Spoke Transfer Station) in the amount of \$ 4,500.00 per month plus applicable taxes, for consideration at the November 19, 2024 Regular Council meeting.

### **Background**

The Spoke Transfer Station located at 547 Barr Drive in New Liskeard, operates as a storage facility for the recycling material collected within Temiskaming Shores, and from municipalities who have agreements with the City. When there are sufficient quantities, the material is transported to the Material Recovery Facility (MRF), west of North Bay.

The operation and maintenance (including transportation) of the Spoke Transfer Station is completed by Phippen Waste Management, through Schedule “D” of By-law No. 2019-103. This agreement will expire on December 31, 2024.



## **Analysis**

With the City transitioning to Full Producer Responsibility on January 1, 2025, the future need for a recycling storage facility no longer exists. However, it has been identified by staff and Phippen Waste Management that there will be 2024 material remaining in the facility after the transition date. Through experience, it is anticipated that this material will take approximately one (1) month to clear and transport to the MRF.

Staff are recommending that Council consider extending the agreement with Phippen Waste Management, for Operation and Maintenance of the Spoke Transfer Station for one (1) month to January 31, 2025 (**Appendix 01**). In addition, as the City's material is mixed with the materials from other municipalities, staff are recommending that the current municipal agreements for the acceptance of recycling material at the Spoke Transfer Station be extended until January 1, 2025. Note: no by-law amendments are necessary, as there are no term end dates within the agreements. The City will be utilizing the Right of Termination Clause and notice provisions when required.

Through conversations with Phippen Waste Management, it has been requested that the City consider entering into a lease agreement for their use of the Spoke Transfer Station and property from February 1, 2025, until April 30, 2025. This will allow Phippen Waste Management to provide services for the surrounding municipalities that do not transition until April 1, 2025.

This was discussed at the senior management level, and it is Staffs recommendation that Council consider entering into this lease agreement in the amount of \$ 4,500.00 per month plus applicable taxes. **Appendix 02** outlines the draft lease agreement.

## **Relevant Policy / Legislation / City By-Law**

- [Ontario Regulation 391/21 – Blue Box](#)
- [By-law No. 2019-103](#) - Being a by-law to enter into an Agreement with Phippen Waste Management Limited for the Collection, Removal and Disposal of Refuse, Recyclable Materials; for the operation and maintenance of the currently operated Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations

## **Consultation / Communication**

- Consultation with the Senior Management Team
- Administrative Report PW-029-2024
- Various Communications with Phippen Waste Management

**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 revenue and expenses associated with the agreement extension, lease agreement and acceptance of recycling material will be incorporated into the 2025 Solid Waste Operating Budget.

**Climate Considerations**

There are no related climate implications.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

"Original signed by"

"Original signed by"

Steve Burnett  
Manager of Environmental Services

Matt Bahm  
City Manager (A)

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-000**

**Being a by-law to amend By-Law 2019-103 to enter into an Agreement with Phippen Waste Management Limited for the Collection, Removal and Disposal of Refuse, Recyclable Materials; for the operation and maintenance of the currently operated Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations**

**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-019-2019 at the June 18, 2019 Regular Meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Phippen Waste Management Limited for the collection, removal and disposal of refuse; for the collection, removal and disposal of recyclable materials; for the operation and maintenance of the currently operated Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations for consideration at the June 18, 2019 Regular Meeting of Council; and

**Whereas** Council considered Administrative Report No. PW-029-2024 at the November 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-Law No. 2019-103 (Agreement with Phippen Waste Management), Schedule D – Operation and Maintenance of the Spoke Transfer Station, to authorize a one (1) month extension, for the period ending January 31, 2025, for consideration at the November 19, 2024 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 By-law No. 2019-103, Schedule “D” Operation and Maintenance of the Spoke Transfer Station, be amended by replacing subsection 2.1, under Section 2.0 - Term, with the following:

2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1<sup>st</sup> day of January, 2020** and shall conclude on the **31<sup>st</sup> day of January 2025.**

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 schedules as may be deemed necessary after the passage of this by-law.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of November, 2024.

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Mayor

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Clerk

DRAFT

**The Corporation of The City of Temiskaming Shores**

**By-Law No. 2024-000**

**Being a by-law to enter into an agreement with Phippen Waste Management  
for the lease of the property located at 547 Barr Drive (Spoke Transfer  
Station)**

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

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

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

**Whereas** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement for the lease of the Spoke Transfer Station located at 547 Barr Drive in New Liskeard.

**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 Phippen Waste Management for the lease of the Spoke Transfer Station located at 547 Barr Drive in New Liskeard for the period covering February 1, 2025 to April 30, 2025, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of November, 2024.

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Mayor

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Clerk



Schedule “A” to

## **By-law 2024-000**

Agreement between

**The Corporation of the City of Temiskaming Shores**

and

**Phippen Waste Management**

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**Lease**

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Steve Burnett  
Manager of Environmental Services  
The Corporation of The City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

This Lease made this 19<sup>th</sup> day of November, 2024.

Between:

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

And

**Phippen Waste Management**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming, being parts 1 on Reference Plan 54R-4278, Parcel 24755 S.S.T.; and

**Whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant the entire property, including building and equipment located at 547 Barr Drive in New Liskeard being hereinafter called the "premises".

### **2. Term**

TO HOLD the premises for a term commencing on February 1, 2025, to April 30, 2025 with an option to extend on a monthly basis pending approval by both parties.

### **3. Rent**

The Tenant shall pay the Landlord Four Thousand Five Hundred Dollars (\$4,500) plus HST on the first day of each month of February, March and April during the term of the agreement.

Rent is payable to the City of Temiskaming Shores. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0; **and** the parties hereto covenant and agree as follows:

### **4. Tenants Covenants**

a) **Rent** – to pay rent;

b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**,

inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and, to provide proof of insurance forthwith upon request by the City at any time;

**c) Equipment** – that if the City owned equipment provided, listed below, becomes damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;

- 1) 550 Wacker Neuson
- 2) Scale and Indicator
- 3) Baler/Binder

**d) Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;

**e) Cost of repair where Tenant at fault** - that if the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;

**f) Assigning or Subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;

**g) Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;



- h) Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord;
- j) Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than the operation of a recycling facility;
- k) Snow Removal** – the Tenant shall be responsible for any and all snow removal requirements for the premises; and
- l) End of Lease Condition** – the Tenant shall be responsible to ensure that the premises is clean and clear of all recyclables, debris, etc., to the satisfaction of the Landlord, at the end of the lease.

## 6. Landlord's Covenants

The Landlord covenants with the Tenant;

- a) Quiet Enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) Electricity and Heat** - to pay for the electricity and heat supplied to the premises;
- d) Structural Soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

## 7. Provisos

Provided always and it is hereby agreed as follows:

- a) Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- b) Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or

agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;

- f) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re-enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be

computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;

- k) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Tenant, to it, at c/o Steve Burnett, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice of the Landlord, to it, at c/o Randy Phippen, 643377 Sunnyside Road, Haileybury Ontario, P0J 1K0, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

## **8. Headings**

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

## **9. Effect Of Lease**

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

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

**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

**Phippen Waste Management**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal

**The Corporation of the City of Temiskaming  
Shores**

\_\_\_\_\_  
Mayor – Jeff Laferriere

\_\_\_\_\_  
Clerk – Logan Belanger

# **Memo**

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** November 5, 2024  
**Subject:** Rockin' On Canada Day – City Liaison Team  
**Attachments:** N/A

---

Mayor and Council:

City Council passed two resolutions at subsequent meetings, outlining how the City would support the 2025 Rockin' On Canada Day event.

At the October 1, 2024, Committee-of-the-Whole meeting, Council passed resolution no. 2024-354 which stated:

*Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-020-2024;*

*That Council approves, in principle, the following requests from the New Liskeard Biker's Reunion/ Rockin' On Canada Day Event Committee:*

- a. Use of the Don Shepherdson Memorial Arena and associated Parking Lot*
- b. Use of the Fall Fairgrounds*
- c. Land for RV Parking*
- d. Small Stage and Fencing*
- e. "Canada Parade" Approval*

*That Council directs staff to prepare a Strategic Alliance Agreement between the City and the New Liskeard Biker's Reunion/Rockin' On Canada Day Event Committee for the 2025 Rockin' On Canada Day Event, to be presented to Council for consideration at a future meeting.*

At the October 15, 2024, Regular meeting, Council passed amended resolution no. 2024-371 which stated:

*Whereas Council for the City of Temiskaming Shores recognizes the significant economic and social benefits of the Rock on Canada Day event as well as the impact on our Age Friendly Community; and*

*Whereas Council recognizes the continued economic and social benefit of a strong collaboration between the Rock on Canada Day event organizers, City staff and Council.*

*Therefore be it resolved that Council appoint a Council and staff liaison to work with the Rockin' On Canada Day event organizers to ensure open communication between parties and realizing there may be other requests for Council consideration; and*

*Further be it resolved that Council announce the return of Canada Day Fireworks, hosted by The City of Temiskaming Shores as part of the 2025 Rockin' On Canada Day Event.*

Upon review by senior staff, with consideration for the importance of this event to the local community, staff are proposing that the City Manager be appointed as the City's staff liaison. In partnership with the Council member appointed as the Council Liaison, the City Manager would be responsible for negotiating details of the Strategic Alliance Agreement with the Rockin' On Canada Day Event Committee.

The Director of Recreation is currently performing the duties of the City Manager before the City's new City Manager begins on November 18<sup>th</sup>, 2024.

Upon confirmation of both City liaison members, the City will reach out to the Rockin' On Canada Day Event Committee to schedule dates to meet.

Prepared and submitted for  
Council's consideration by:

*"Original signed by"*

---

Mathew Bahm

Director of Recreation

# **Memo**

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** November 5, 2024  
**Subject:** Ontario Trillium Foundation Grow Grant Application  
**Attachments:** N/A

---

Mayor and Council:

As part of the ongoing development of the City's 2025 operations budget, City staff have identified a potential grant application to the Ontario Trillium Foundation Grow Grant as advantageous to meet proposed City objectives.

Grow grants range from \$100,000 to \$600,000 over 2 or 3 years. Grants support established programs and services that have a proven track record of success and meet community needs. Applicants can apply for funding to expand, improve or adapt an existing program or service.

As part of the City's 2025 operations budget, City staff have been exploring options to fund an expansion of City programming for youth between the ages of 12 and 18 to support the findings of Planet Youth Temiskaming. Currently, the City offers programming for older adults through the All Age Friendly Program and youth up to age 12 through the Healthy Kids Program.

To mitigate against the harmful behaviours identified within the Planet Youth Temiskaming data, the City has a role to play in offering more activities targeted to teens within our community. This role is in addition to the work that Planet Youth is doing to coordinate a district wide response.

The City's Grow Grant Application would propose a 100% funded, 3-year, youth programmer position to develop, implement and evaluate programs targeting teens within the community. This work would support the current work of the Age Friendly Coordinator and remove the need for the City to fund a separate Active Travel Programmer in the summer months.

The addition of any new staff is subject to City Council approval as part of the yearly operation budget process. However, the timing of the application deadline necessitates submission of an application before this process has finished. Ultimately, City Council would have final authority to approve or decline the addition of this position at a later date, regardless of the outcome of our application to the Ontario Trillium Foundation.



Staff are therefore recommending that Council approve a funding application to the Ontario Trillium Foundation Grow Grant for an expansion of City-led youth programming.

Submitted for Council's  
consideration by:

*"Original signed by"*

---

Mathew Bahm

Director of Recreation

# **Memo**

**To:** Mayor and Council  
**From:** Mathew Bahm, Director of Recreation  
**Date:** November 5, 2024  
**Subject:** Recreation Operations Update (November)  
**Attachments:** Appendix 01 - Recreation Department Projects Tracking Sheet  
Appendix 02 - PFC Monthly Statistics  
Appendix 03 – Daily Work Report (Pete’s Dam) 2024-10-25

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Mayor and Council:

Below is the monthly operational update from the Recreation department:

## **Parks and Facilities:**

- Cote Pole Lines installed a new pole and protective netting at Farr Park Diamond #1. This work is part of a larger parks improvement project and will provide additional safety to patrons of the Fry Pit.
- City Staff added topsoil and grass seed around the new concrete sidewalks that Pedersen Construction installed at the Spurline building.
- Staff installed the temporary orange fencing around the skate park for the winter months.
- Staff removed all the docks and boat launches for winter from Bucke Park, municipal boat launches and both marinas.
- Bollards along the STATO trail were removed the week of October 28<sup>th</sup>. Staff took additional precautions to mitigate against speeding and inattentive drivers along Lakeshore Rd.
- Majority of staff time at the moment is assigned to arena coverage and hall usage.

## **Building Maintenance:**

- Bucke Park is now closed, and staff winterized main chalet and water lines throughout the park. The arsenic removal filter rack was also taken out of the well pumphouse building.
- Other winterizing has been completed around the City including at Haileybury Beach, One Foot Forward Spray Zone, Rotary Splash Pad and all seasonal outdoor bathrooms.

- Staff had to repair a water line that supplies the men's bathroom urinals at the Bun Eckensviller Community Hall. The line broke after a hall rental. Environmental Services shut the water off at the curb stop, and Recreation staff cleaned up the excess water on the floor the following day.

## **Programming:**

### Aquatics

- Our Aquatics staff is currently working with our local Cadets group to form an aquatic leadership program. We are looking to get them enrolled in the leadership courses we will already be hosting, and perhaps an additional cadets/aquatics program for special coordinated programming in the summer months.
- The Timiskaming Health Unit conducted an inspection of the pool and spa with no issues noted.
- Staff completed a Bronze Cross course at the end of October and have additional aquatic leadership courses upcoming in November
- Collaboration with our local school boards continues. We are currently scheduling grade 9 Swim to Survive classes and are almost full of grade 3 classes participating the in same program.
- 

### All Age Friendly

- Regular fall programming continues, and all current programming has been moved indoors. Staff are still coordinating for our indoor walking program to begin as usual.

### Healthy Kids

- Staff continue to participate in ongoing Planet Youth meetings. Currently the south action team is looking at setting up a travel youth hub in schools. The project recently received a large grant to move the project forward which will see, among other items, two new positions to support implementation.
- The City's HK program organized a visit to Craig Haven Pumpkin patch on October 6th. Despite the thunderstorms in the morning there were 113 in attendance.
- HK also hosted a kids Halloween dance on October 18th, with 387 people in attendance.

**Administration:**

- Work continues on the 2025 Capital and Operations Budget as well as completing 2024 capital projects.
- The City's strategic plan project continues with the last stakeholder planning session taking place on October 29<sup>th</sup>. The next steps are for the project team to meet in mid-November to review action items, followed by a presentation of the draft plan to Council on December 17<sup>th</sup>.
- Village Noel is upcoming on November 21-23 and City staff are preparing to provide our usual level of support including use of the City's portable stage, various heaters and other equipment along with logistical support setting up and taking down the event.
- Work on the Pete's Dam Pedestrian Bridge repair began on October 7<sup>th</sup>. This work is being completed on a time and materials basis with an upset limit of \$300,000. The City's contractor has been making good progress on the repair and we are currently anticipating that work will conclude by November 8<sup>th</sup>. The daily work report for October 25, 2024, is included to show the repairs completed to the west bridge abutment. Remaining work (at time of writing) includes adding rock protection to the east bridge abutment and repairing/shaping the "A" trail with gravel. Work has been progressing very well with expected labour costs well below the estimated amounts. This has resulted in a total cost as of end of day, October 25<sup>th</sup>, of approximately \$77,000.
- The City's grant application to the Community Sport and Recreation Infrastructure Fund was submitted. The City's application requests \$484,000 towards the replacement of the Don Shepherdson Memorial Arena roof.
- The City recently hired two new Arena/Parks attendants to return our compliment to 10 full-time staff. Two of our A/P Attendants recently completed training in North Bay on the operation of refrigeration systems.

Prepared and submitted for  
Council's consideration by:

*"Original signed by"*

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Mathew Bahm  
Director of Recreation



*Figure 1 - City staff removed docks and gangways at various facilities around the City.*



*Figure 2 – The Rotary Splash Pad was winterized on October 22nd*



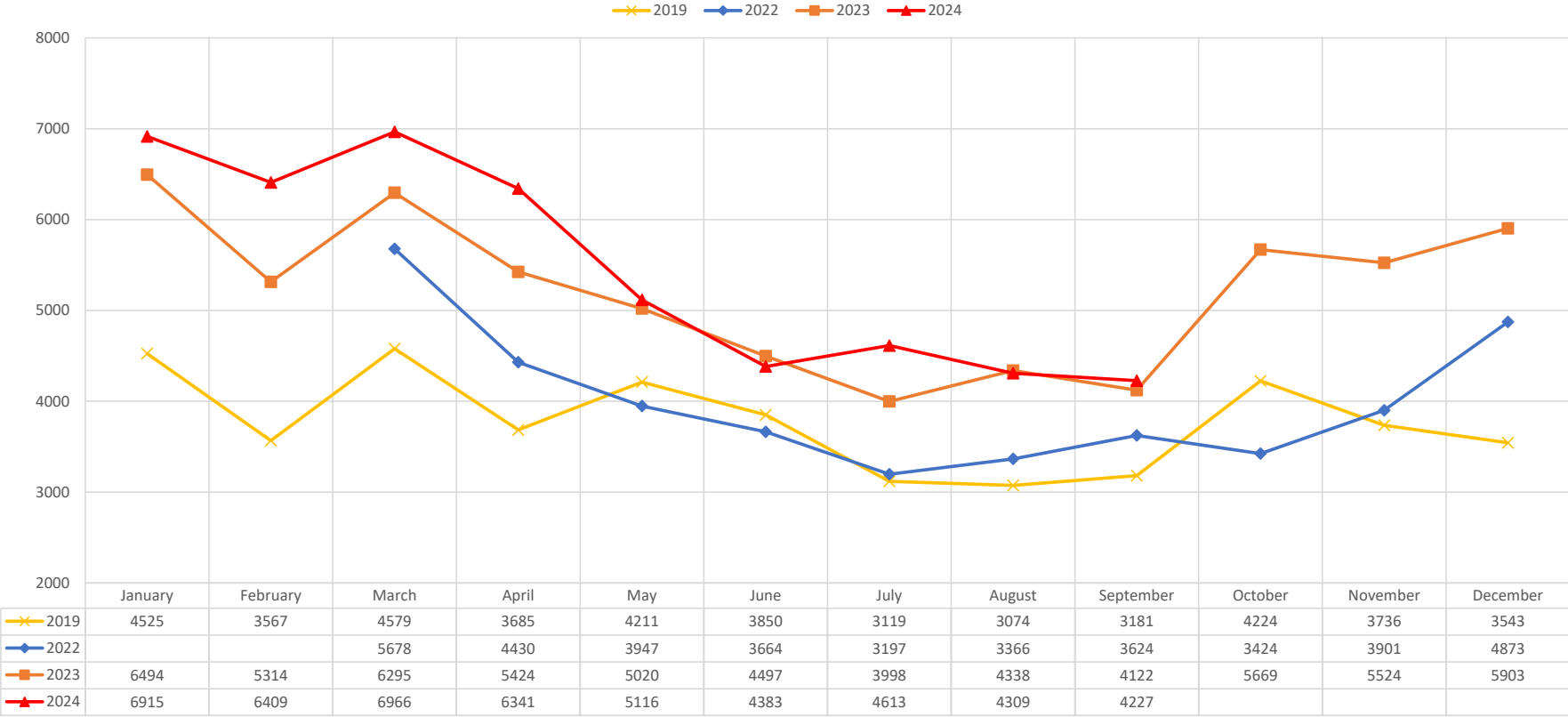
*Figure 3 – A damaged pipe is seen in the wall of the Bun Eckensviller Community Hall. City staff repaired the line.*

2024 Budgeted Recreation Department Projects										
No.	Project	Rec/B M	Budgeted Cost	Project Lead	Project Method	Year	Capital /Operating	September 25, 2024	October 28, 2024	
1	NL Arena Accessibility Project	BM	\$ 1,000,000	Matt	RFT / PM	2022	Capital	Final project manual was provided to consultant for reiew.	Project has reached substantial completion. Final adminsitative work being undertaken.	
2	Energy Audits (PW, PFC, CH, DSMA, RP)	BM	\$ 200,000	Kristen	Canoe	2023	Capital	No Update	In conjunction with our Energy and Climate Change Coordinator, our consultant completed a submission to the Green and Inclusive Community Buildings program for energy efficiency upgrades to the PFC. They are finalizing the energy models for all 14 buildings.	
3	Gym Equipment (Hack Squat, Treadmill)	Rec	\$ 25,000	Jeff	Quotes	2024	Capital	Remaining equipment has been on order for multiple months.	Remaining equipment has been on order for multiple months.	
4	Farr Park Project	Rec	\$ 480,000	Matt	RFP	2024	Capital	Phase 2 application was submitted. The City has procured contractors to complete all the fencing work and paving work at Shaver Park among other items.	Waiting for response to Phase 2 application. Portions of the project to be carryover to 2025	
5	Shaver Park Rehab Project	Rec	\$ 95,000	Matt	RFQ	2024	Capital	Demora Construction is slated to begin this work in October.	Demora planning to complete excavation and backfill this fall. Asphalt to be completed in spring 2025.	
6	Dymond Sports Park Fence	Rec	\$ 25,000	Matt	RFQ	2024	Capital	M&G Fencing is slated to begin this work in October.	The start date for this work has been moved to November.	
7	HIby WTP Security Fence	ES	\$ 6,000	Matt	RFQ	2024	Capital	M&G Fencing is slated to begin this work in October.	The start date for this work has been moved to November.	
8	EV Charger (New Liskeard)	CS	\$ 100,000	Kristen	RFP	2024	Capital	Funds have been reallocated to purchase 3, Level 2 EV chargers. Equipment to arrive in late October. Currently receiving quotations for installation.	Equipment has been received and staff are scheduling the installation for November.	
9	Dymond Hall Door Replacement	BM	\$ 13,000	Matt	Quotes	2024	Capital	No Update	No Update	
10	Bandstand Roof Replacement	BM	\$ 10,000	Paul	Quotes	2024	Capital	No Update	No Update	
11	Harbourplace Deck Repair	BM	\$ 15,000	Paul	Quotes	2024	Operating	No Update	No Update	

12	Hlby Marina Redecking	Rec	\$ 15,000	Paul	Quotes	2024	Operating	No update	No update
13	Kickplate Replacement (Hlby and NL)	Rec	\$ 18,000	Paul	Canoe	2023	Operating	No change	Project was not completed in time before ice was installed. Deferred
14	NL Community Hall Feasibility Study	BM	\$ 15,000	Matt	RFP	2024	Operating	No Update	Funds were reallocated to complete additional repairs at the NL Marina. Completed
15	Library Roof Repair	BM	\$ 35,000	Matt	RFQ	2024	Capital	No Update	Project deferred
16	Playground Surfacing	Rec	\$ 25,000	Paul	Quotes	2024	Operating	Rebinder has been installed on the Pirate Ship park and Whittle Park	Completed
17	PFC Window Replacement	BM	\$ 5,000	Jeff	Quotes	2024	Operating	Still awaiting glass panels	Completed
18	St Michel AT Path	Rec	\$ 85,000	Matt	RFQ	2024	Capital	Completed	
19	Spurline Concrete	Rec	\$ 45,000	Matt	RFQ	2024	Capital	Completed	
20	Ball Diamond Groomer	Rec	\$ 23,000	Matt	Canoe	2024	Capital	Completed	
21	Haileybury Arena AODA Engineering	BM	\$ 31,500	Matt	RFP	2024	Capital	Completed	
22	Niven St Reservoir Roof Replacement		\$ 75,000	Matt	RFT	2024	Capital	Completed	
23	Dymond Apartment Bathroom Reno	BM	\$ 15,000	Paul	Quotes	2024	Capital	Completed	
24	Hlby Beach Mushroom Conversion	Rec	\$ 25,000	Matt	Quotations	2023	Capital	Completed	
25	McCamus WTP Roof Replacement		\$ 45,000	Matt	RFQ	2024	Capital	Completed	
26	Albert Street (STATO)	Rec	\$ 176,210	Mitch	RFT	2023	Capital	Completed	
27	Animal Pound Renovation	BM	\$ 75,000	Matt	RFQ	2024	Capital	Completed	
28	Recreation Parks Equipment	Rec	\$ 20,000	Matt	Quotes	2024	Operating	Completed	
29	Olympia Replacement	Rec	\$ 170,000	Matt	RFT	2022	Capital		
30	NL Arena Side Door Replacement	BM	\$ 7,000	Paul	Quotes	2024	Operating		
31	City Hall Floor Scrubber	BM	\$ 4,000	Jeff	Quotes	2024	Operating		
32	Floor Machine - Hlby Arena	BM	\$ 6,000	Paul	Quotes	2024	Capital		



PFC ATTENDANCE 2019, 2022-2024







## MILLER PAVING LIMITED

74024 Rockley Road P.O. Box 248, New Liskeard, ON, P0J 1P0  
Tel: (705) 647-4331 Fax: (705) 647-361

### Daily Work Report

Contract No.: Pete's Dam Repairs

Date: Oct 25,2024

Location: [Pete's Dam Park](#)

#### Labor

Classification	QTY	Hrs.	Total	Remarks
Foreman,	1	9		Dave Nolan
Foreman,	1	6		Mario Cote
Skilled Labour,	1	6		Darcy Langlois
Labour				
<b>Additional Comments on Labor:</b>				
Worked:				

#### Internal/Rented Equipment

Type	Make/Model	Hrs. Worked	Remarks
2019-6523 Skidsteer	CAT 279D3	6	Rented
6T Mini Excavator	Wacker ET65	6	Rented
Tracked Dumper	Kubota KC120HC	6	Rented
108-2007 ¾ Pickup	Chevy Silverado	9	
108-2216 ¾ Pickup	Chevy Silverado		

#### Materials or Subcontractor (Delivered / Removed)

Type	Material	Location	Loads	Quantity

#### Construction Activities



## MILLER PAVING LIMITED

74024 Rockley Road P.O. Box 248, New Liskeard, ON, P0J 1P0  
Tel: (705) 647-4331 Fax: (705) 647-361

The Crew finished placing the rock protection around the west abutment and started to place the rock protection along the creek on the east abutment.

### Construction Issues

- No issues noted

### Additional Comments

**Weather:** Morning 6C Cloudy. Afternoon 6C Light Rain

### Pictures







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**FIRE DEPARTMENT ACTIVITY REPORT  
OFFICE OF THE FIRE CHIEF**



**November 5<sup>th</sup>, 2024**

**EMERGENCY RESPONSES**

**Total responses for the period August 22, 2024 – October 15, 2024**

<b>Total Emergency Responses (All Stations)</b>	<b>Estimated Dollar Loss</b>	<b>Estimated Dollar Saved</b>
25	\$150,000	\$525,000

**Station 1 - Incident Response Summary** (9 Calls)

- Fire Call, 421 Groom Drive – False Alarm – Other False Fire Call.
- Fire Call, 345 Cecil Street – False Alarm – Other False Fire Call.
- Fire Call, 660 Latchford Street – False Alarm – Accidental activation.
- Fire Call, 448 Georgina Avenue – False Alarm – Alarm System Equipment Malfunction.
- Fire Call, 345 Cecil Street – False Alarm – Accidental activation.
- CO Call, 482 Browning Street – CO present.
- Gas Leak, 400 Ferguson Avenue – Refrigeration.
- Mutual Aid, Assisting Other Fire Department – Lorrain Valley – Tanker Support.
- Gas Leak, 440 Main Street – Incident not found.

## Activity Report – August 22, 2024 – October 15, 2024

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### **Station 2 - Incident Response Summary** (10 Calls)

- Fire Call, 21 Regina Street.
- Fire Call, 24 Paget Street – OFM Investigation.
- Fire Call, Hwy 11 and Bolger Avenue – Vehicle Fire.
- Fire Call, 421 Shepherdson Road – False Alarm – Accidental activation.
- Fire Call, 79 Pine Avenue – Cancelled on route – Timmins Fire Call.
- CO Call, 41 Elm Avenue – False Alarm – Equipment malfunction.
- CO Call, 15 Mary Street – False Alarm – Equipment malfunction.
- Gas Leak, 463 Broadwood Avenue – Natural Gas.
- MVC, Hwy 11 and Bolger Avenue.
- MVC, Hwy 11 and Radley Hill Road – Cancelled on route.

### **Station 3 - Incident Response Summary** (6 Calls)

- Fire Call, 144 Drive-In Theatre Road – False Alarm – Accidental activation.
- Fire Call, 997453-A Hwy – False Alarm – Human – Malicious intent, prank.
- Fire Call, 998090 Hwy 11 – False Alarm – Accidental activation.
- MVC, Hwy 11 and Maybrook Road – Rescue – No action required.
- MVC, Hwy 65 West and Laforest Road – No extrication – spill cleanup.
- Gas Leak, 884342 Hwy 65 West – Propane.

**Total responses this year to date,**

<b>Total Emergency Responses (All Stations)</b>	<b>Estimated Dollar Loss</b>	<b>Estimated Dollar Saved</b>
127	\$4,306,000	\$1,875,000

## **Activity Report – August 22, 2024 – October 15, 2024**

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### **FIRE PREVENTION DIVISION**

**Fire safety inspections** conducted for the period of June 29, 2024 – August 21, 2024, by reason included the following:

<b>Request</b>	<b>Complaint</b>	<b>Routine</b>	<b>Licensing</b>	<b>Follow-up</b>	<b>Annual</b>	<b>Burning Permits</b>	<b>Total Inspections</b>
10	3	20			7	13	<b>53</b>

Total Inspections year to date 2024 – **319**

### **Public Education/Events**

- FD participated in Fall Fair parades.
- FD staff attended Fire Chiefs meeting in Englehart.
- FD staff attended Take Back The Night Walk.
- FD staff attended Every Child Matters Parade.
- FD staff assisted with Planet Youth – Campfire Event.
- FD staff attended Temiskaming Shores Public Library – Fire Safety presentation to preschool story time group.
- FD staff participated in Occupational Cancer Research Centre – Respirator Fit Testing Program.
- FD staff attended Timmins Dispatch Centre – Priority Dispatch Fire Protocols. Dispatch protocol questions when taking fire calls. Updating call taking system to new version.
- CJTT monthly morning chat, Test Your Smoke Alarm Day, Smoke Alarms and Rental Units, Flashing Green Lights.
- Fire safety information via social media, CJTT, and the Speaker. (Thank you to our Communication and Strategic Initiatives Coordinator, Sarah Goodyear for the assistance)

### **ONGOING INVESTIGATIONS/CHARGES**

Nil

**TRAINING AND EDUCATION**

- Station 1 – Apparatus and equipment checks, Communications, Hose testing.
- Station 2 - Apparatus and equipment checks, Ladders, DZ training.
- Station 3 - Apparatus and equipment checks, Structural Search and Rescue, Tactical Ventilation.
- Firefighters, Jocelyn Plante and David Barton successfully completed NFPA 1021 Fire Officer Level I.

**MAINTENANCE**

- Regular maintenance.
- Breathable air compressor semi-annual maintenance and testing completed.
- Turnout gear annual testing.

**NEW BUSINESS**

- Slash pile burning in the surrounding area has started. October 21<sup>st</sup> to mid November.
- Temiskaming Shores Fire will once again participate in the Safe Community Project Assist campaign with Enbridge Gas Inc. and the Fire Marshal's Public Fire Safety Council.  
  
\$5,000.00 in funding for training manuals.
- Funding from The Temiskaming Foundation \$3,000 and Enbridge Gas Inc. \$5,000.  
  
To be used for the purchase of Wildland Firefighting PPE.
- Quarterly Standard Incident Report submitted to OFM.



## Activity Report – August 22, 2024 – October 15, 2024

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- New Special Operations Trailer is now in service.





# **Q3 CAPITAL - BUDGET VARIANCE REPORT**

**For the Period Ending September 30, 2024**






**GENERAL CAPITAL  
Budget Variance Report  
as at September 30, 2024**

		2024			
Project		Actual	Budget	Variance	
REVENUES					
	Transfer from Operations	757,974	1,123,499	(365,525)	
	Transfer from Reserves	1,259,936	2,498,721	(1,238,785)	
	Borrowing	1,773,354	-	1,773,354	1
	Provincial Funding		299,000	(299,000)	
	Federal Funding		235,000	(235,000)	
	Federal Gas Tax	-	605,788	(605,788)	
	Ontario Community Infrastructure Fund (OCIF)	227,366	227,366	-	2
	Provincial Gas Tax		144,275	(144,275)	
	Investing in Canada Infrastructure Program (ICIP)	-	531,643	(531,643)	
	Public / Private Partnerships	44,883	179,500	(134,617)	
TOTAL REVENUES		\$ 3,305,539	\$ 5,844,792	\$ (1,781,279)	
EXPENSES					
					Status
Corporate Services:	Organizational Review Consultant	2,733	50,000	(47,267)	
	Strategic Plan Consultant	30,146	50,000	(19,854)	
	Cemetery Columbarium	2,544	27,000	(24,456)	
	Cemetery Lawn Mower (Mount Pleasant)	12,592	10,000	2,592	
	Cisco Router Licences	29,956	40,480	(10,524)	
	Electric Vehicle Charger		100,000	(100,000)	
Fire:	NFPA Washer / Extractor	12,219	15,000	(2,781)	
	6 Radios	12,546	15,000	(2,454)	
	Enclosed Trailer + 6 Radios	19,672	35,000	(15,328)	3
Public Works:	Albert Street Reconstruction (PW share Phase 2)	684,029	1,026,194	(342,165)	
	Dymond Industrial Paving (Phase 1/3)		710,000	(710,000)	
	2024 Roads Program	387,400	385,000	2,400	
	Street Lighting Upgrades		125,000	(125,000)	
Solid Waste:	Haileybury Landfill Closure	567,398	640,000	(72,602)	
Property Mtnce:	Energy Audits (PW, PFC, CH, DSMA, RP) (Carryover)	133,444	200,000	(66,556)	
	Pound Renovation	80,595	75,000	5,595	
	Library Roof Repair		35,000	(35,000)	
	Floor Machine Hlby		6,000	(6,000)	
	Haileybury Arena AODA Engineering	9,516	31,500	(21,985)	
	Dymond Apartment Bathroom Reno	15,156	15,000	156	
	Dymond Hall Door Replacement		13,000	(13,000)	
	Bandstand Roof Replacement		10,000	(10,000)	
	NL Arena Upgrades	5,265	-	5,265	4
Fleet:	Triaxle (New) (carryover)	330,261	338,580	(8,319)	
Transit:	Buses (2 New) (1 Used)	160,767	725,000	(564,233)	
Recreation:	Olympia Replacement (carryover)	169,179	166,828	2,351	
	Albert Street - STATO	174,276	176,210	(1,934)	
	Hlby Beach Mushroom Conversion (carryover)	17,698	20,000	(2,302)	
	TS Recreational Park Upgrades	26,262	598,000	(571,738)	
	Gym Equipment (Hack Squat, Treadmill)	11,233	25,000	(13,767)	
	St Michel AT Path	78,203	85,000	(6,797)	
	Dymond Sports Park Fence		25,000	(25,000)	
	Spurline Concrete		71,000	(71,000)	
TOTAL EXPENSES		\$ 2,973,091	\$ 5,844,792	\$ (2,871,701)	

**NOTES:**

- 1 - Borrowing for prior years capital
- 2 - Only includes Ontario Community Infrastructure Funds (OCIF) budgeted to offset capital
- 3 - Funding received for Off-Road Unit (ORU) Response Trailer only
- 4 - Project was not identified as a carryover as part of the 2024 budget deliberations

**LEGEND**

	<b>Completed</b>	Project has been completed.
	<b>On Track</b>	Project is on track and progressing as planned/expected.
	<b>At Risk</b>	Project is currently delayed or will soon be off track. Mitigation strategies have or will be implemented.
	<b>Not Yet Started</b>	Project has not yet started.
	<b>Cancelled</b>	Project has been cancelled or deferred to a future year.

## ENVIRONMENTAL CAPITAL

### Budget Variance Report as at September 30, 2024

	2024		
	Actual	Budget	Variance
<b>REVENUES</b>			
Transfer from Operations	252,860	609,230	(356,370)
Transfer from Reserves	348,763	482,290	(133,527)
<b>TOTAL REVENUES</b>	<b>\$ 601,623</b>	<b>\$ 1,091,520</b>	<b>\$ (489,897)</b>
<b>EXPENSES</b>			
ICI Water Meters (carryover)	24,900	75,000	(50,100)
Hlby WTP Filter Replacement #2 (carryover)	137,457	150,000	(12,543)
Robert/Elm PS - By-pass Installation (carryover)	22,438	25,000	(2,562)
Roof Rehab (McCamus WTP)	176,482	195,000	(18,518)
Hlby WTP Filter Replacement #3	111,916	420,000	(308,084)
North Cobalt Lagoon Rehab	20,944	90,000	(69,056)
Cisco Router Licences (8% of total project)	4,859	3,520	1,339
Security Fencing - Hlby WTP		6,000	(6,000)
Intrusion Alarm Upgrades - (WTP)	7,781	15,000	(7,219)
Intrusion Alarm Upgrades - (WWTP)	9,691	12,000	(2,309)
Emergency Pump Replacement	85,155	100,000	(14,845)
<b>TOTAL EXPENSES</b>	<b>\$ 601,623</b>	<b>\$ 1,091,520</b>	<b>\$ (489,897)</b>

[illegible]

2024 Capital Project Funding Reconciliation

Description	GL Acct	Actual	Budget	Variance	Expenses	Funding Sources						Notes
					2024 YTD Actuals	Funding	Partners	Reserves	City	Variance		
Organizational Review Consultant	5-4-0250-3000	2,733	50,000	(47,267)	2,733				(2,733)		-	2024 Capital Levy
Strategic Plan Consultant	5-4-0250-3000	30,146	50,000	(19,854)	30,146				(30,146)		-	2024 Capital Levy
Cemetery Columbarium	5-4-5310-1000	2,544	27,000	(24,456)	2,544				(2,544)		-	2024 Capital Levy
Cemetery Lawn Mower (Mount Pleasant)	5-4-5310-1000	12,592	10,000	2,592	12,592				(12,592)		-	2024 Capital Levy
Cisco Router Licences	5-4-0250-4600	29,956	40,480	(10,524)	29,956				(29,956)		-	2024 Capital Levy
Electric Vehicle Charger	5-4-0250-3500	-	100,000	(100,000)	-						-	
NFPA Washer / Extractor	5-4-2210-1250	12,219	15,000	(2,781)	12,219			(7,053)	(5,166)		-	Fire Equipment Reserve, 2024 Capital Levy
6 Radios	5-4-2210-1250	12,546	15,000	(2,454)	12,546				(12,546)		-	2024 Capital Levy
Enclosed Trailer + 6 Radios	5-4-2210-1250	19,672	35,000	(15,328)	19,672		(19,672)				-	TC Energy Social Impact Grant
Albert Street Reconstruction (PW share Phase 2)	5-4-3110-2020	684,029	1,026,194	(342,165)	684,029	(227,366)		(131,390)	(325,273)		-	OCIF Funding, Working Capital Reserve, 2024 Capital Levy
Dymond Industrial Paving (Phase 1/3)	5-4-3110-2025	-	710,000	(710,000)	-						-	
2024 Roads Program	5-4-3110-2060	387,400	385,000	2,400	387,400	(385,000)		(2,400)			-	Federal Gas Tax, Working Capital Reserve
Street Lighting Upgrades	5-4-3110-3015	-	125,000	(125,000)	-			-			-	
Haileybury Landfill Closure	5-4-4510-1000	567,398	640,000	(72,602)	567,398			(376,171)	(191,227)		-	Landfill Reserve, Working Capital Reserve, 2024 Capital Levy
Energy Audits (PW, PFC, CH, DSMA, RP) (Carryover)	5-4-4900-1045	133,444	200,000	(66,556)	133,444	(133,444)					-	Net Zero Pathway Funding, Working Capital Reserve
Pound Renovation	5-4-4900-1255	80,595	75,000	5,595	80,595			(37,523)	(43,072)		-	Working Capital Reserve, 2024 Capital Levy,
Library Roof Repair	5-4-4900-1230	-	35,000	(35,000)	-				-		-	
Floor Machine Hilby	5-4-7110-1145	-	6,000	(6,000)	-				-		-	
Haileybury Arena AODA Engineering	5-4-4900-1215	9,516	31,500	(21,985)	9,516				(9,516)		-	2024 Capital Levy
Dymond Apartment Bathroom Reno	5-4-4900-1020	15,156	15,000	156	15,156			(156)	(15,000)		-	2024 Capital Levy, Working Capital Reserve
Dymond Hall Door Replacement	5-4-4900-1020	-	13,000	(13,000)	-				-		-	
Bandstand Roof Replacement	5-4-4900-1100	-	10,000	(10,000)	-	-			-		-	
NL Arena Upgrades	5-4-4900-1030	5,265	-	5,265	5,265			(5,265)			-	Working Capital Reserve
Triaxle (New) (carryover)	5-4-3920-1060	330,261	338,580	(8,319)	330,261			(330,261)			-	Working Capital Reserve
Buses	5-4-3920-1000	160,767	573,000	(412,233)	160,767	(160,767)					-	Gas Tax and Investing in Canada Infrastructure Program (ICIP) Funding
Olympia Replacement (carryover)	5-4-7110-1040	169,179	166,828	2,351	169,179			(169,179)			-	Working Capital Reserve
Albert Street - STATO	5-4-7110-1100	174,276	176,210	(1,934)	174,276			(174,276)			-	Working Capital Reserve
Hilby Beach Mushroom Conversion (carryover)	5-4-7110-1160	17,698	20,000	(2,302)	17,698		(17,698)				-	One Foot Forward Donation
TS Recreational Park Upgrades	5-4-7110-1050	26,262	598,000	(571,738)	26,262			(26,262)			-	
Gym Equipment (Hack Squat, Treadmill)	5-4-7110-1020	11,233	25,000	(13,767)	11,233		(11,233)				-	ONTC Lease Agreement Revenues
St Michel AT Path	5-4-7110-1030	78,203	85,000	(6,797)	78,203				(78,203)		-	
Dymond Sports Park Fence	5-4-7110-1005	-	25,000	(25,000)	-						-	Smart and Caring fund will be \$8,650
Spurline Concrete	5-4-7110-1165	-	45,000	(45,000)	-						-	
		\$ 2,973,091	\$ 5,666,792	\$ (2,693,701)	\$ 2,973,091	\$ (906,577)	\$ (48,604)	\$ (1,259,936)	\$ (757,974)	\$ -	-	
ICI Water Meters (carryover)	6-4-0800-4125	24,900	75,000	(50,100)	24,900			(24,900)			-	Working Capital Reserve - Enviro
Hilby WTP Filter Replacement #2 (carryover)	6-4-0800-4060	137,457	150,000	(12,543)	137,457			(137,457)			-	Working Capital Reserve - Enviro
Robert/Elm PS - By-pass Installation (carryover)	6-4-0800-4135	22,438	25,000	(2,562)	22,438			(22,438)			-	Working Capital Reserve - Enviro
Roof Rehab (McCamus WTP)	6-4-0800-2010	176,482	195,000	(18,518)	176,482			(56,482)	(120,000)		-	Working Capital Reserve - Enviro, 2024 Capital Levy
Hilby WTP Filter Replacement #3	6-4-0800-4060	111,916	420,000	(308,084)	111,916				(111,916)		-	2024 Capital Levy
North Cobalt Lagoon Rehab	6-4-0800-2080	20,944	90,000	(69,056)	20,944				(20,944)		-	2024 Capital Levy
Cisco Router Licences (8% of total project)	6-4-0800-4600	4,859	3,520	1,339	4,859			(4,859)			-	Working Capital Reserve - Enviro
Security Fencing - Hilby WTP	6-4-0800-1020	-	6,000	(6,000)	-			-			-	
Intrusion Alarm Upgrades - (WTP)	6-4-0800-1020	7,781	15,000	(7,219)	7,781			(7,781)			-	Working Capital Reserve - Enviro
Intrusion Alarm Upgrades - (WWTP)	6-4-0800-1020	9,691	12,000	(2,309)	9,691			(9,691)			-	Working Capital Reserve - Enviro
Emergency Pump Replacement		85,155	100,000	(14,845)	85,155			(85,155)			-	Working Capital Reserve - Enviro
		\$ 601,623	\$ 1,091,520	\$ (489,897)	\$ 601,623	\$ -	\$ -	\$ (348,763)	\$ (252,860)	\$ -	-	
Combined Totals		\$ 3,574,713	\$ 6,758,312	\$ (3,183,599)	\$ 3,574,713	\$ (906,577)	\$ (48,604)	\$ (1,608,699)	\$ (1,010,834)	\$ -	-	

# **Memo**

**To:** Mayor and Council  
**From:** Logan Belanger, Municipal Clerk  
**Date:** November 5, 2024  
**Subject:** Drainage Superintendent – Remuneration  
**Attachments:** Appendix 01: Draft Amending By-law

---

Mayor and Council:

By-law No. 2006-022 appointed Mr. Ed Gorecki as the City's Drainage Superintendent who carries out duties pursuant to the Drainage Act, 1990.

Mr. Gorecki provides Drainage Superintendent contract services to municipalities within the Timiskaming District and has respectfully requested the municipalities consider an increase to the contract rate.

The City currently has nine (9) municipal drains throughout its boundaries which Mr. Gorecki inspects, and recommends maintenance works to keep them in good repair. The City benefits greatly from Mr. Gorecki's knowledge, experience, efficiency and effectiveness as a Drainage Superintendent. Following a review of rates, it is recommended Council consider an increase from \$30 per hour (since January 2020) to \$40 per hour. Please note that 50 percent of the rate is recovered through the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA). For example, the 2024/2025 Drainage Superintendent estimate was \$2,500 for 83 hours of work. The proposed wage increase would result in a net increase of \$410.00 to the 2024 budget, following reimbursement of the OMAFRA grant.

Hours	Hourly Rate	Total Annual Salary	Anticipated Grant
83	30	\$2,500	\$1,250.00
83	40	\$3,320	\$1,660.00
Net increase to the City's 2024 Budget			\$410.00

Mr. Gorecki invoices the City in January of each year, for the services rendered in the previous year. It is recommended that Council direct staff to amend By-law No. 2006-022, as amended, to approve the \$40.00 hourly rate for Drainage Superintendent services, effective January 1, 2024.

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

Logan Belanger  
Municipal Clerk

"Original signed by"

Shelly Zubych  
Director of Corporate  
Services

"Original signed by"

Mathew Bahm  
Director of Recreation

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-000**

**Being a by-law to amend By-law No. 2006-022, as amended being  
a by-law to appoint a Drainage Superintendent pursuant to the  
Drainage Act, RSO, 1990 – Remuneration Increase**

**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** Section 93 of the Drainage Act, RSO 1990 authorizes the council of a local municipality to appoint a drainage superintendent and provide for his/her remuneration for the purposes and in the manner set out therein; and

**Whereas** Council adopted By-law No. 2006-022 at the February 27, 2006 Regular Council meeting appointing Ed Gorecki as the Drainage Superintendent for the City of Temiskaming Shores; and

**Whereas** Council considered Memo No. 003-2020-CS at the January 7, 2020 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2006-022 to increase the remuneration rate from \$25/hr to \$30/hr for consideration at the January 7, 2020 Regular Council meeting; and

**Whereas** Council considered Memo No. 037-2024-CS at the November 5, 2024 Committee of the Whole meeting, and directed staff to prepare the necessary by-law to amend By-law No. 2006-022 to increase the remuneration rate from \$30/hr to \$40/hr for consideration at the November 19, 2024 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 By-law No. 2006-022, as amended be further amended by removing article 2 and replacing it with the following to update the wage rate from \$30/hr to \$40/hr:

The Drainage Superintendent appointed hereunder shall receive a remuneration rate of \$40/hr, and a mileage rate in accordance with the City's Business Travel and Expense Policy being By-law No. 2018-140, as amended and shall hold office until such time as he resigns or his employment is terminated by resolution of Council.



2. That this By-law shall come into force and take effect as of January 1, 2024.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor changes or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 19<sup>th</sup> day of November, 2024.

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Mayor

---

Clerk

**Subject:** Primary Public Safety Answering Point (PSAP) Agreement

**Report No.:** CS-038-2024

**Agenda Date:** November 5, 2024

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### **Attachments**

**Appendix 01:** Primary Public Safety Answering Point (P-PSAP) Services letter

**Appendix 02:** Draft By-law and Agreement with the OPP for the Provision of 9-1-1 Primary Public Safety Answering Point services

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-038-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into a rolling term agreement with the Minister of Solicitor General on behalf of the Ontario Provincial Police for the provision of 9-1-1 Primary Public Safety Answering Point (PSAP) Services effective January 1, 2025, at a per capita cost of \$0.561 (or \$5,404.67 for 2025), for consideration at the November 19, 2024 Regular Council meeting.

### **Background**

The OPP has provided the City with 9-1-1 Primary Public Safety Answering Point (PSAP) Services since 2007. The current agreement (By-law No. 2018-135) was set to expire on September 8, 2023; however, was bridged until the new agreement was provided to the municipality, to ensure no interruption in service.

In 2022, Council for the City of Temiskaming Shores authorized entering into an agreement with Next Generation 9-1-1 (NG 9-1-1) Authority Service with Bell Canada. This was the first step to permitting the PSAPs (Public Safety Answering Point) who provide 9-1-1 answer/dispatch service for the City through an agreement with the Ontario Provincial Police (OPP), to begin their migration from the Enhanced 9-1-1 service to NG 9-1-1 with Bell Canada.

### **Analysis**

The City was provided with a letter, attached as Appendix 01 to advise of upcoming changes to the PSAP service agreement with the OPP to align with the requirements of Next Generation 9-1-1 services. The PSAP service is a necessary requirement of

providing 9-1-1 to the public as it is the first point of contact when dialing 9-1-1; operators determine whether the caller requires police, fire or ambulance service before routing to the call to the appropriate agency.

Below is a summary of significant updates to the agreement include:

<b>Subject:</b>	<b>Previous Agreements</b>	<b>New Agreement</b>
Terminology	Central Emergency Reporting Bureau (CERB)  Public Emergency Reporting Service (PERS)	P-PSAP  NG 9-1-1
Termination	90-day notice period	180-day notice period
Term Length	2 (two) & 5 (five), renewable by written notice	Rolling Term

As such, it is recommended that Council directs staff to prepare the necessary by-law to enter into a rolling term agreement with the Minister of Solicitor General on behalf of the Ontario Provincial Police for the provision of 9-1-1 Primary Public Safety Answering Point (PSAP) Services effective January 1, 2025, at a per capita cost of \$0.561 (or \$5,404.67 for 2025), for consideration at the November 19, 2024 Regular Council meeting.

#### **Relevant Policy / Legislation / City By-Law**

- By-Law 2022-184: Agreement with Next Generation 9-1-1 Authority with Bell Canada

#### **Consultation / Communication**

N/A

### **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 annual cost of the service to the City of Temiskaming Shores in 2025 will be a per capital cost of 0.561 and will be based on a residential population served of 9634. For 2025, the cost is \$5,407.67; which is in line with previous agreements.

The annual rate shall be reviewed at the end of every calendar year and may be revised by the OPP based on changes to the residential population or changes to costs of labour and equipment. If the residential population of the City increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and City shall pay the revised annual rate. The OPP shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.

### **Alternatives**

No alternatives were considered.

### **Submission**

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
<u>"Original signed by"</u>	<u>"Original signed by"</u>	<u>"Original signed by"</u>
Kelly Conlin Deputy Clerk	Shelly Zubycck Director of Corporate Services	Mathew Bahm Director of Recreation

Ontario  
Provincial  
Police

Police  
provinciale  
de l'Ontario



**Municipal Policing Bureau**  
**Bureau des services policiers des municipalités**

777 Memorial Ave.  
Orillia ON L3V 7V3

777, avenue Memorial  
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Télec.: 705 330-4191

File Reference:600

The Corporation of  
The City of Temiskaming Shores  
325 Farr Drive  
P.O. Box 2050  
Haileybury, ON  
P0J 1K0  
October 1, 2024

Dear Sir / Madam

This letter is a follow up to our August 2023 correspondence sent to advise of upcoming changes to the Primary Public Safety Answering Point (P-PSAP) service agreement with the Ontario Provincial Police (OPP) to align with the requirements of Next Generation 9-1-1 (NG9-1-1) services. The P-PSAP service is a necessary requirement of providing 9-1-1 to the public as it is the first point of contact when dialing 9-1-1; operators determine whether the caller requires police, fire or ambulance service before routing to the call to the appropriate agency. The new OPP P-PSAP agreement has been developed and is attached to this letter.

At this time, the rate for this service will remain at \$0.561 / capita / annum. Accordingly, the annual cost of the service to The Corporation of the City of Temiskaming Shores in 2025 will be  $0.561 \times 9634$  based on a residential population served of 9634.

While we encourage you to review the new agreement in its entirety, a summary of significant updates to the agreement include:

	<b>Previous Agreement(s)</b>	<b>New Agreement</b>
Terminology	Central Emergency Reporting Bureau (CERB) Public Emergency Reporting Service (PERS)	P-PSAP NG 9-1-1
Termination	90-day notice period	180-day notice period
Term length	2 (two) & 5 (five) year, renewable by written notice	Rolling term

To proceed with services under the new agreement, the OPP will require the attached agreement to be signed by the appropriate party, be accompanied by a by-law or band council resolution, and returned to the OPP by December 1, 2024.

Agreements will be effective as of January 1, 2025, and changes to billing based on population updates will be reflected in the annual billing issued in January 2025.

I have attached a P-PSAP information package for your reference. Please notify us at the soonest opportunity if you have any questions, or if you wish to discontinue the P-PASP service from the OPP. Note that the OPP is one of multiple providers of P-PSAP service to choose from, and that a P-PSAP service must be in place for members of your community to continue to be able to access 9-1-1. If you have any questions regarding the service, changes to the agreement, or billing please contact [ppsap@opp.ca](mailto:ppsap@opp.ca).

Kind Regards,

A handwritten signature in black ink, appearing to read 'Steve Ridout', with a stylized flourish at the end.

Superintendent Steve Ridout  
Commander, Municipal Policing Bureau

Attachments   P-PSAP Agreement  
                    P-PSAP Information Package

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-000**

**Being a by-law to enter into an agreement with  
the Minister of Solicitor General on behalf of the Ontario Provincial  
Police for the provision of Primary Public Safety Answering Point  
Services 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-034-2024 at the November 5, 2024 Committee of the Whole meeting and directed staff to prepare the necessary by-law to enter into a rolling term agreement with the Minister of Solicitor General on behalf of the Ontario Provincial Police for the provision of 9-1-1 Primary Public Safety Answering Point (P-PSAP) Services, effective January 1, 2025 in the amount of \$5,404.67 for 2025 for consideration at the November 15, 2024 Regular Council meeting

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

1. That Council for the City of Temiskaming Shores hereby authorizes the entering into an agreement with the Minister of Solicitor General on behalf of the Ontario Provincial Police for the provision of 9-1-1 Primary Public Safety Answering Point (P-PSAP) Services effective January 1, 2025, in the amount of \$5,404.67 for 2025, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
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, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 15<sup>th</sup> day of November, 2024.

---

Mayor

---

Clerk

DRAFT





Schedule "A" to

## **By-law 2024-000**

Agreement between

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**

**as represented by the**

**MINISTER OF THE SOLICITOR GENERAL**

**on behalf of the ONTARIO PROVINCIAL POLICE**

**("OPP")**

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**(the "9-1-1 Authority")**

**OF THE SECOND PART**



**AGREEMENT FOR THE PROVISION OF  
PRIMARY PUBLIC SAFETY ANSWERING  
POINT (PSAP) SERVICES**

**AGREEMENT FOR THE PROVISION OF PRIMARY PSAP SERVICES  
EFFECTIVE AS OF JANUARY 1, 2025**

**BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the  
MINISTER OF THE SOLICITOR GENERAL  
on behalf of the ONTARIO PROVINCIAL POLICE  
("OPP")**

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
(the "9-1-1 Authority")**

**OF THE SECOND PART**

## **RECITALS:**

- (a) **WHEREAS** Bell Canada has entered into agreements with the 9-1-1 Authority to provide the 9-1-1 Authority with a 9-1-1 Public Emergency Reporting Service (PERS), and which authorizes the 9-1-1 Authority to deliver 9-1-1 services using NG 9-1-1 technology;
- (b) **AND WHEREAS** it is the obligation of the 9-1-1 Authority under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point serves the territory in which the 9-1-1 Authority operates;
- (c) **AND WHEREAS** the 9-1-1 Authority is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point;
- (d) **AND WHEREAS** the 9-1-1 Authority wishes to contract with the OPP for the management and operation of the Primary Public Safety Answering Point, which is or is expected during the term of this Agreement to transition from being delivered by PERS to being delivered using NG 9-1-1 technology;
- (e) **AND WHEREAS** the 9-1-1 Authority confirms its adherence to this Agreement by executing it, as provided for herein, and providing the OPP with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

**NOW THEREFORE**, in consideration of the promises and covenants herein, the Parties agree as follows:

1 The Parties warrant that the recitals are true.

## **2 DEFINITIONS AND INTERPRETATION**

2.1 In this Agreement:

**“9-1-1 Call”** means a request for public safety assistance signaled by a 9-1-1 caller using a device and communications service supporting 9-1-1 contact, regardless of the media (e.g., voice, video, text, other) used to make that request; **“9-1-1 Caller”** means the end user contacting 9-1-1.

**“Agreement”** means this agreement and Schedule “A”, which is attached to, and forms part of this Agreement.

**“ALI”** means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a source from which the 9-1-1 call originates.

**“ANI”** means an Automatic Number Identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call to the Primary PSAP.

**“Call Control”** means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of

the line upon which the 9-1-1 call was made regardless of calling party action.

**“ESZ”** means Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the territory of the 9-1-1 Authority.

**“GIS”** means “Geographic Information System”, a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

**“NG9-1-1”** means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (1) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response.

**“Party”** means the OPP or the 9-1-1 Authority, and “Parties” shall mean both of them.

**“PERS”** means “Public Emergency Reporting Service” which is a telecommunications service provided by Bell for the delivery of 9-1-1 calls.

**“PSAP”** means “Public Safety Answering Point” which is the entity responsible for receiving 9-1-1 calls and processing those 9-1-1 calls according to a specific operational policy.

**“Primary PSAP”** means the Primary Public Safety Answering Point serving the 9-1-1 Authority and located at the OPP Provincial Communications Centre (PCC), which is the first point of reception by the OPP of 9-1-1 calls.

**“Secondary PSAP”** means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.

**“Selective Routing and Transfer”** means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ALI and ANI of the telephone line from which the 9-1-1 call originates.

2.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

2.3 **Section Headings** - The section headings contained herein are for purposes of convenience only and

shall not be deemed to constitute a part of this Agreement or affect the meaning or interpretation of this Agreement in any way.

2.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the 9-1-1 Authority for the provision of services as described hereunder or the proposal that the OPP submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.

2.5 **Amendments** - Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties. Either party may make changes to this Agreement with the consent of the other party by appending an amendment signed and dated by both parties reflecting the changes.

### 3 **NOTICES**

3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing by mail or by electronic mail to the following addresses:

**To the 9-1-1 Authority**

THE CORPORATION OF  
THE CITY OF  
TEMISKAMING SHORES  
325 Farr Drive, P.O. Box  
2050,  
Haileybury, ON P0J-1K0

Email: lbelanger@temiskamingshores.ca

**To the Ontario Provincial Police**

Attention: Municipal Policing Bureau

OPP General Headquarters  
777 Memorial Avenue Orillia  
ON L3V 7V3

Email: OPP.MunicipalPolicing@opp.ca

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered by mail or by email, five (5) days after sending.

3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

#### **4 RATES AND METHOD OF PAYMENT**

4.1 The 9-1-1 Authority shall pay the OPP for providing and operating the Primary PSAP as follows:

- (a) **Amount of Annual Rate** - The 9-1-1 Authority shall be charged and shall be required to pay an annual rate of **\$5404.67** based on the residential population served in the geographic territory of the 9-1-1 Authority of 9634 at a per capita cost of \$0.561.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the OPP based on changes to the residential population or changes to costs of labour and equipment. In the event that the residential population of the geographic territory of the 9-1-1 Authority increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the 9-1-1 Authority shall pay the revised annual rate. The OPP shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the 9-1-1 Authority upon the start of the Agreement. The 9-1-1 Authority shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Payments** - Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

#### **5 RESPONSIBILITIES OF THE OPP**

The OPP shall manage and operate the Primary PSAP and:

- 5.1 **Personnel** - Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the geographic territory of the 9-1-1 Authority.
- 5.2 **Equipment** - Provide, in its operation of the Primary PSAP, terminal equipment which permits the utilization of features provided by Bell Canada to the 9-1-1 Authority consisting of ALI, ANI, Selective Routing and Transfer and Call Control features, as well as equipment to communicate with

deaf, hard of hearing, and speech impaired callers.

- 5.3 **Hours** - Operate the Primary PSAP twenty-four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 Call Response** - Answer and transfer all 9-1-1 calls received by the Primary PSAP and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.
- 5.5 **Record Retention** - Retain digital voice records of all 9-1-1 calls received at the Primary PSAP, in accordance with OPP policy, and ANI/ALI data for one hundred eighty (180) days from the date such records are created. The OPP is prepared to provide to authorized personnel, certified copies of audio recordings, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The OPP shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** - Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the OPP or Bell Canada in the event that the usual Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the OPP's ability to access the services of a third-party provider. The OPP does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third-party provider.
- 5.8 **Reports** - Upon request from the 9-1-1 Authority, or as determined by the OPP in consultation with the 9-1-1 Authority, the OPP shall provide reports which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

## **6 RESPONSIBILITIES OF THE 9-1-1 AUTHORITY**

The 9-1-1 Authority shall:

- 6.1 **Payment** - Be responsible for the amount of payment, in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Designate Secondary PSAPs** - Designate Secondary PSAPs that are not OPP Detachments for each and every ESZ in the geographic territory of the 9-1-1 Authority to which the Primary PSAP shall answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAPs in the manner required by this Agreement.



- 6.3 **Warranty** - Warrant and represent that each Secondary PSAP serving the 9-1-1 Authority is operative twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.
- 6.4 **Changes** - Notify the OPP in writing immediately upon becoming aware of any changes, including but not limited to changes to NG9-1-1 or any technology in use that shall affect or is likely to affect the services the OPP provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the Municipality and Bell Canada related to the services provided hereunder.
- 6.5 **GIS Data Responsibility** – The 9-1-1 Authority shall be solely responsible for GIS data it has provided. The OPP is not responsible for aggregating, creating, maintaining, or updating GIS data on behalf of the Municipality.

## **7 LIMITATION OF LIABILITY**

- 7.1 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the OPP shall not be responsible or liable for any injury, death or property damage to the 9-1-1 Authority, its employees, subcontractors or agents, or for any claim by any third party against the 9-1-1 Authority, its employees, subcontractors or agents arising from:
- (a) **External Information** - The accuracy or completeness, or lack thereof, of any information the OPP receives from the 9-1-1 Authority, Bell Canada or any other third party, which the OPP relies on in providing services under this Agreement.
  - (b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the OPP uses and relies on to provide services under this Agreement including but not limited to:
    - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the OPP,
    - (ii) Services provided to non-English speakers who place 9-1-1 calls,
    - (iii) Services provided by Bell Canada to the 9-1-1 Authority including under PERS or NG9-1-1 and,
    - (iv) Services provided by Secondary PSAPs, which are not part of the OPP.
  - (c) **Call Volumes** - The inability of the OPP to respond to 9-1-1 calls due to call volume that exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.

7.2 **Survival** - Section 7.1 shall survive the termination or expiry of this Agreement.

## **8 COMPLIANCE WITH LAWS AND CONFIDENTIALITY**

8.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.

8.2 **Confidential Information** - Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

## **9 DISPUTE RESOLUTION**

9.1 **Dispute Resolution** - Subject to Article 10.0 herein, if any dispute arises between the OPP and the 9-1-1 Authority as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:

- (a) The Unit Commander of the Primary PSAP and a representative of the 9-1-1 Authority herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
- (b) If the Unit Commander of the Primary PSAP and the representative of the 9-1-1 Authority are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the representative 9-1-1 Authority shall attempt to resolve the dispute within fifteen (15) business days;
- (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the OPP and representative of the 9-1-1 Authority agrees to attempt to resolve the dispute within fifteen (15) business days; and,
- (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

## **10 TERM, TERMINATION AND RENEWAL**

10.1 **Term** - This Agreement shall come into effect on the date first written above and shall remain in force, subject to either party terminating the agreement as specified in this section.

10.2 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and

without incurring any liability upon providing one hundred eighty (180) days written notice of termination to the other Party, in which case this Agreement shall terminate one hundred eighty (180) days following the delivery of such notice. Should a notice to terminate be given, the 9-1-1 Authority shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the OPP shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.

- 10.3 **Immediate Termination** - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering PERS or any successor technology such as NG9-1-1 to the 9-1-1 Authority or if the Agreement between Bell Canada and the 9-1-1 Authority for the provision of PERS or any successor technology such as NG9-1-1 is terminated or is expired and not renewed.

## **11 GENERAL**

- 11.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 11.3 **No Prejudice** - The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.4 **Restructuring** - The 9-1-1 Authority shall notify, and consult with the OPP before the 9-1-1 Authority's boundaries are altered, the 9-1-1 Authority is amalgamated with another 9-1-1 Authority, the 9-1-1 Authority is dissolved or the legal status of the 9-1-1 Authority is subject to other substantive changes.
- 11.5 **Relations** - The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.
- 11.6 **Media** - Both Parties agree that they shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless they first notify the other Party in writing.
- 11.7 **Promotion** - Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.

- 11.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non- performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

**IN WITNESS WHEREOF**, the **9-1-1 Authority** has affixed its Corporate Seal attested by the signature of its duly authorized signing officer(s), and the Provincial Commander of the OPP has personally signed this Agreement to be effective as of the date set out herein.

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Print Name & Title

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Ontario Provincial Police (OPP)**

\_\_\_\_\_  
Provincial Commander

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

SCHEDULE "A"

**BYLAW OR BAND COUNCIL RESOLUTION**

Attached to and forming part of the Agreement between

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**  
**as represented by the**  
**MINISTER OF THE SOLICITOR GENERAL**  
**on behalf of the ONTARIO PROVINCIAL POLICE**

And

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**PLACEHOLDER**  
**BY-LAW/BAND COUNCIL RESOLUTION**

**Subject:** Retail Business Holiday  
Exemption By-Law Amendment

**Report No.:** CS-039-2024

**Agenda Date:** November 5, 2024

### **Attachments**

**Appendix 01:** By-Law 2005-121 - Retail Business Holiday Exemption By-law

**Appendix 02:** Survey results

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-039-2024; and
2. That Council directs staff to prepare an amendment to By-Law 2005-121, for retail business holiday exemptions, to allow businesses to open all nine days listed within the Retail Business Holidays Act, being New Year's Day; Family Day; Good Friday; Easter Sunday; Victoria Day; Canada Day; Labour Day; Thanksgiving Day; and Christmas Day.

**OR**

That Council directs staff to keep the existing four days being Victoria Day, Canada Day, Labour Day and Thanksgiving Day, and add the following day(s) as additional exemption(s):

- ☐ New Year's Day
- ☐ Family Day
- ☐ Good Friday
- ☐ Easter Sunday
- ☐ Christmas Day

**OR**

That Council directs staff to maintain the existing four days, being Victoria Day, Canada Day, Labour Day and Thanksgiving Day.

**OR**

That Council directs staff to prepare the necessary by-law to rescind By-law No. 2005-121, so that no business may open in the City of Temiskaming Shores on holidays listed within the Retail Holidays Business Act.



## **Background:**

Subject to an increase in recent inquiries, staff are seeking Council direction for the consideration of an amendment to By-Law 2005-121, being a by-law to permit retail business establishments to remain open on certain holidays in the City of Temiskaming Shores.

At their meeting on March 18, 2024, the Temiskaming Shores Development Corporation (TSDC) Board discussed the Retail Business Holiday By-law and suggested that the municipality should not decide which days businesses should or should not operate, and that these decisions should be made by the businesses based on profitability and their ability to support staffing needs.

The TSDC passed the following resolution at that meeting:

### **Resolution No. 2024-003**

Be it resolved that the Temiskaming Shores Economic Development Corporation review and revise By-law 2005-121 and further that staff develop a report for Council consideration on behalf of the Committee.

## **Analysis:**

The [Retail Business Holidays Act](#), R.S.O. 1990, c. R.30 (the Act), regulates the opening and closing of retail businesses on certain holidays. It specifies which holidays require retail businesses to be closed or restricts the operating hours.

This legislation aims to balance the interests of employees, consumers, and businesses by designating specific holidays where retail businesses must remain closed or operate with limited hours.

## **Provincial Requirement for Business Closures on Statutory Holidays**

Currently in Ontario, retail business establishments must be closed on the following nine (9) holidays each year:

1. New Year's Day (January 1)
2. Family Day (the third Monday of February)
3. Good Friday (the Friday before Easter Sunday – typically in March or April)
4. Easter Sunday (typically in March or April)
5. Victoria Day (the last Monday before or on May 24)
6. Canada Day (July 1 – if July 1 is a Sunday, the mandatory closure moves to Monday)
7. Labour Day (the first Monday in September)
8. Thanksgiving Day (the second Monday in October)
9. Christmas Day (December 25)

However, municipalities can pass their own by-law to provide an exemption to the Provincial Legislation. The City's current By-law No. 2005-121 allows retail establishments to open on Victoria Day, Canada Day, Labour Day and Thanksgiving Day, rather than all of the 9 holidays listed above. It was also developed prior to the adoption of Family Day, so it does not speak to that holiday at all. It is the recommendation of the TSDC Board, that Council amend By-Law 2005-121 to allow businesses to choose to remain open on all of the 9 holidays listed within the Act, so that business owners can make the best decisions for their respective businesses.

There are several reasons why the TSDC felt that the City should allow businesses to open on all 9 of the holidays: firstly, it was suggested that as our community attracts more and more newcomer families from different cultures and religions around the world, that it would not be appropriate for our community to state what religious holidays businesses must be closed; and secondly, the City would not have the capacity to enforce a by-law that saw businesses open under the Retail Business Holidays Act. City by-law enforcement staff do not work on those dates; therefore, would not be available to enforce the by-law. It may be best to choose to allow businesses to open or not rather than use a hybrid model that leaves room for interpretation or confusion.

As defined under the Retail Business Holidays Act, R.S.O. 1990, c. R.30, as amended, prior to the passage of such a by-law, a public meeting must be held to allow a platform for the business community to weigh in on the proposed exemption. The City held a public meeting on August 13, 2024 and also put out a public survey to collect input from the business community and the public at large. The survey results are attached as **Appendix 2**.

The survey received 131 responses from members of the community; 50% of these respondents were members of the public, while 11% were employers, and 39% were employees. The general consensus is that opening on all holidays is not good for either the employer or the employees. Staff believe this also; however, there are some employers who would like to open on holidays and without our bylaw, the businesses would not be allowed to open. The employees who agree to work on the holidays would either be paid overtime rates to work on these days, or would be provided another day off that week with pay, as per the Employment Standards Act. Some employees look forward to this additional income and volunteer for these shifts.

This past Thanksgiving, Walmart, who was allowed to open on Monday, October 14<sup>th</sup>, chose to close that day to enable their staff to enjoy the holiday. Just because the City passes a bylaw to allow businesses to be open, does not mean that they will open on some or all of the holidays listed in the Act. It is understood, however, that there may be some businesses that choose to open which would have an impact on the employees of that company.

It is interesting to note that a lower percentage of employers in the survey chose to open on any of the given holidays than employees and the general public. This leads

to the conclusion that the employers do not necessarily wish to open on many of these holiday dates.

Section 4.3 of the Act, includes a built-in appeal period noting that the by-law could only take effect on the 13<sup>th</sup> day after it is passed.

### **Financial / Staffing Implications**

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

The City will have no financial commitment toward this change, but the change will enable businesses within the community to benefit from additional revenue opportunities during holidays when tourists are visiting the community.

Staffing could be affected if the City chooses to stay with a limited number of days that businesses can open, as the By-law Officer could have to work on some holidays in order to regulate those that open on which days.

### **Alternatives**

Staff are supporting the recommendation of the Temiskaming Shores Development Corporation Board, to allow businesses to open on all 9 days listed within the Retail Business Holidays Act. However, there are two other options for Council to consider; 1) the City may wish to add one or more holidays to the existing By-law No. 2005-121 to enable businesses to open on additional days; or 2) Council may choose to rescind the current By-law No. 2005-121 which would result in our community having to follow the Retail Business Holiday Act, and require all businesses to be closed on the nine (9) holidays listed within the Act.

### **Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

"Original signed by"

James Franks  
 Economic Development Officer

Shelly Zubyck, CHRP  
 Director of Corporate Services

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
**BY-LAW NO. 2005-121**  
**BEING A BY-LAW TO PERMIT RETAIL BUSINESS**  
**ESTABLISHMENTS TO REMAIN OPEN ON CERTAIN**  
**HOLIDAYS IN THE CITY OF TEMISKAMING SHORES.**

**WHEREAS** pursuant to Section 4(1) of the Retail Business Holidays Act, R.S.O. 1990, c.R.30, as amended, Council may, subject to the regulations, permit retail business establishments to remain open on holidays for the maintenance or development of tourism; and

**WHEREAS** Council has received applications from owners of business establishments over 2400 square feet in area or with four or more employees normally serving the public requesting that they be permitted to remain open on holidays; and

**WHEREAS** in accordance to the requirements of Section 4(6) of the Retail Business Holidays Act, the October 24<sup>th</sup>, 2005 public meeting was advertised in the September 23<sup>rd</sup>, 2005 Temiskaming Speaker Weekender; and

**WHEREAS** Council passed Recommendation No. 2005-206 at the Council-in-Committee meeting held on November 8<sup>th</sup>, 2005 agreeing to consider a by-law at the November 14<sup>th</sup>, 2005 regular meeting of council, to allow all retail business establishments located within the boundaries of the City of Temiskaming Shores to remain open on Victoria Day, Canada Day, Labour Day, and Thanksgiving Day under the tourism criteria as set out in Ontario Regulation 711/91 of the Retail Business Holidays Act; and

**WHEREAS** Council recognizes the principle that holidays should be maintained as common pause days; and

**WHEREAS** the City of Temiskaming Shores complies with the tourism criteria as it borders Lake Temiskaming which is connected to the Ottawa River Waterway; and

**WHEREAS** the City of Temiskaming Shores is a well known summer tourist destination offering a wide variety of outdoor recreational opportunities; and

**WHEREAS** the City of Temiskaming Shores is a well known winter tourist destination offering a wide range of outdoor recreational activities such as snowmobiling; and

**WHEREAS** certain special events occur on an annual basis; and

**WHEREAS** the City of Temiskaming Shores has many historical, educational, cultural, natural and outdoor attractions;

**NOW THEREFORE** the Council of The Corporation of the City of Temiskaming Shores hereby enacts as follows:

- 01) That all retail business establishments located within the boundaries of the City of Temiskaming Shores are hereby permitted to remain open on Victoria Day, Canada Day, Labour Day, and Thanksgiving Day; and
- 02) That subject to Section 4.3 of the Retail Business Holidays Act, this by-law shall come into force and take effect on December 15<sup>th</sup>, 2005.

READ a FIRST AND SECOND TIME this 14<sup>th</sup> day of November, 2005.

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MAYOR

---

CLERK

READ a THIRD TIME and FINALLY PASSED this 14<sup>th</sup> day of November, 2005.

---

MAYOR

---

CLERK

Survey Statistics		
Employers Responses	Overall Responses	Employee Responses
I am an...		
11% 15 people	100% 131 people	39% 51 people
Do you require the use of public transit for employment purposes		
80% Do Not	85% Do Not	80% Do Not
I shop at retail business on Holidays		
13% Always 67% Never	11% Always 55% Never	10% Always 61% Never
Is being open on holidays good for the local economy?		
27% Good 60% Not Good	24% Good 56% Not Good	20% Good 63% Not Good
Is being open on holidays good for the local retail business employers?		
27% Good 53% Not Good	28% Good 50% Not Good	24% Good 61% Not Good
Is being open on holidays good for the local retail business workers?		
20% Good 73% Not Good	17% Good 72% Not Good	14% Good 84% Not Good
Do you have concerns about retail businesses having the option to open on all holidays?		
67% Yes 33% No	72% Yes 27% No	86% Yes 14% No
Comments		
25% in Favor 8 Comments	18% in Favor 85 Comments	5% in Favor 35 Comments

Survey Statistics		
Which Holidays would you choose retail businesses to remain open		
Employers Responses	Overall Responses	Employee Responses
None		
47% 7 People	47% 61 People	57% 29 people
Below Statistics are based upon the responses other than none		
New Years Day—Not Permitted		
25%	16%	18%
Family Day—Not Permitted		
33%	50%	41%
Good Friday—Not Permitted		
27%	40%	32%
Easter Sunday—Not Permitted		
20%	29%	23%
Victoria Day—Permitted		
53%	74%	64%
Canada Day—Permitted		
40%	64%	68%
Labour Day—Permitted		
40%	67%	68%
Thanksgiving Day—Permitted		
27%	39%	41%
Christmas Day—Not Permitted		
7%	13%	18%

Survey Statistics		
Which Holidays would you choose retail businesses to remain open		
Employers Responses	Overall Responses	Employee Responses
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47% 7 People	47% 61 People	57% 29 people
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Family Day—Not Permitted		
33%	50%	41%
Good Friday—Not Permitted		
27%	40%	32%
Easter Sunday—Not Permitted		
20%	29%	23%
Victoria Day—Permitted		
53%	74%	64%
Canada Day—Permitted		
40%	64%	68%
Labour Day—Permitted		
40%	67%	68%
Thanksgiving Day—Permitted		
27%	39%	41%
Christmas Day—Not Permitted		
7%	13%	18%

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20%	29%	23%
Victoria Day—Permitted		
53%	74%	64%
Canada Day—Permitted		
40%	64%	68%
Labour Day—Permitted		
40%	67%	68%
Thanksgiving Day—Permitted		
27%	39%	41%
Christmas Day—Not Permitted		
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20%	29%	23%
Victoria Day—Permitted		
53%	74%	64%
Canada Day—Permitted		
40%	64%	68%
Labour Day—Permitted		
40%	67%	68%
Thanksgiving Day—Permitted		
27%	39%	41%
Christmas Day—Not Permitted		
7%	13%	18%

Survey Statistics		
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27%	40%	32%
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20%	29%	23%
Victoria Day—Permitted		
53%	74%	64%
Canada Day—Permitted		
40%	64%	68%
Labour Day—Permitted		
40%	67%	68%
Thanksgiving Day—Permitted		
27%	39%	41%
Christmas Day—Not Permitted		
7%	13%	18%

Survey Statistics		
Comments—85 Comments - 19% in Favor		
In Favor	Against	
Other Responses		
42 Comments - 29% in Favor		
<ul style="list-style-type: none"><li>♦ Would be great for Summer Tourism</li><li>♦ It is ridiculous that businesses are not permitted to be open on all days it wants to be</li><li>♦ Businesses have the right to choose</li><li>♦ Staff should have the option to choose their own holidays</li><li>♦ It is the employers job to discuss with their employees their availability and wiliness to work</li><li>♦ Only opinion that matters is the employees</li><li>♦ Employees should be paid more and choose to opt in to working on Holidays</li><li>♦ If they have staff to work they should have the option for their business</li><li>♦ Fantastic Idea</li></ul>	<ul style="list-style-type: none"><li>♦ Too much consumerism society, need to worry less about the dollar</li><li>♦ Corporate greed</li><li>♦ Retails stores are open enough, 7 days a week</li><li>♦ If employers want to open, they can work</li><li>♦ Finding employees are already hard. Retailers could go under</li><li>♦ Concerns for employees to get to work as other amenities are not open</li><li>♦ Long weekends are for family get togethers, Families are unable to travel or gather with family, someone always works</li><li>♦ Need to make it easier for family time. Stat Holidays are ment to provide workers with a paid day of rest.</li><li>♦ Families being together on holidays is more important then having retail stores open</li><li>♦ These days are necessary for rest and bonding with no repercussions or stress from the workplace</li><li>♦ Staff need a break, people need time for themselves and to focus on family time</li><li>♦ Retail already sucks don't make it worse</li><li>♦ No stores open on Holidays</li><li>♦ We should close on Sundays and all Holidays</li><li>♦ The government added family day to assist with needed family time for retail workers</li><li>♦ Holidays should be observed by all who live in Canada. If they don't celebrate, don't dictate our culture</li><li>♦ Retailers are closed because we live in a country and society that respects the meaning of holidays and respects the time and lives of employees. Being closed on Holidays is a sign of respect</li><li>♦ Alcohol, vape and cannabis establishments should be made to close</li><li>♦ Stupid Idea</li><li>♦ The question really is whether businesses staying open on any of those holidays make a significant positive impact on the business or the local economy. On the proposed dates aren't people normally travelling or spending time with family? Many of those dates are during a time of year when a large enough number of tourists are in the area?</li></ul>	



Survey Statistics	
Comments	
In Favor	Against
Employer Reponses	
8 Comments - 25% in Favor	
<ul style="list-style-type: none"> <li>◆ Municipal Government should regulate business hours</li> <li>◆ In favor if Employees and Employers agree to current labour relations</li> <li>◆ Businesses need consumers</li> <li>◆ Staff need the income</li> </ul>	<ul style="list-style-type: none"> <li>◆ The suggested dates do not indicate tourism</li> <li>◆ It cost too much to pay employees for Holidays</li> <li>◆ As a business owner I am closed on Holidays</li> <li>◆ Business should not be allowed to stay open</li> <li>◆ Food establishments should be made to close</li> <li>◆ Employers will take advantage of employees and will put them to work</li> <li>◆ Employees should not have to work on these days</li> <li>◆ Everyone should have time off/deserves a break on holidays to spend time at home with family</li> <li>◆ Too much time already taken away from families</li> <li>◆ Local consumers can not support small local owned businesses</li> <li>◆ Consumers will purchase items during regular hours, sales are not lost</li> </ul>
Employee Responses	
35 Comments - 5% in Favor	
<ul style="list-style-type: none"> <li>◆ It is discriminatory to mandate businesses to remain closed on religious holidays</li> <li>◆ The city should not dictate when a business can and cannot open. They should be allowed to open all Holidays</li> </ul>	<ul style="list-style-type: none"> <li>◆ This will not help tourism or the economy</li> <li>◆ Its too commercialized, does not reflect values</li> <li>◆ Stop putting profits above people, we have become greedy and desensitized society</li> <li>◆ It cost too much to pay employees for Holidays</li> <li>◆ Businesses will only remain open out of competition, even if they do not want to be open</li> <li>◆ Businesses don't make a lot of money on Holidays</li> <li>◆ Employers will take advantage and not give time off to employees for family time</li> <li>◆ This is bad for both employers and employees, everyone needs a break</li> <li>◆ Employees should not have to work or have to find transportation to work on these days</li> <li>◆ Need better work life balance</li> <li>◆ Mandatory Holidays are the only quality family time some families get, many families have both parents in retail</li> <li>◆ Everyone should have time off/deserves a break on holidays to spend dedicated time to rest and meaningful family time at home, they work enough</li> <li>◆ Employees includes vulnerable persons. Teens and elderly</li> <li>◆ The lowest paid work force in the service sector already work evenings and weekends. They need time to live</li> <li>◆ This could hurt lower income families as not all workers receive paid time off or vacation. Minimum wage earners should be allowed to enjoy holidays</li> <li>◆ Family time prevents kids getting in trouble and seeking drugs</li> <li>◆ A lack of family time can lead to families breaking down, causing mental health and physical stress</li> <li>◆ Employees working on holidays may cause employee resentment at work and leading to stress, prevents families from gathering as too many have to work</li> <li>◆ Stat Holidays are created for a reason, for Canadian values and beliefs</li> <li>◆ Too many holidays already open</li> <li>◆ Stores should be closed Sundays and all Holidays</li> <li>◆ It is not necessary to have retail stores open on Holidays</li> <li>◆ Not many places in Northern Ontario allow this</li> <li>◆ The benefit of being open for small retail stores is lower than the benefit to big box stores</li> <li>◆ Consumers can shop the day before of after Holidays, sales are not lost</li> <li>◆ Worst idea ever</li> </ul>

## Overall Response

- ◆ 131 people completed the survey
- ◆ 85% do not require the use of Public Transit
- ◆ 11% Always shop at Retails Stores on Holidays
- ◆ 55% Never shop at Retails Stores on Holidays
- ◆ 24% believe that being open on holidays is **good** for the local economy.
- ◆ 56% believe that being open on holidays is **not good** for the local economy
- ◆ .
- ◆ 28% believe that being open on holidays is **good** for local retail business employers.
- ◆ 50% believe that being open on holidays is **not good** for local retail business employers.
- ◆
- ◆ 17% believe that being open on holidays is **good** for local retail business workers.
- ◆ 72% believe that being open on holidays is **not good** for local retail business workers.
- ◆
- ◆ **72% have** concerns about retail businesses having the option to open on all holidays.
- ◆ **27% do not** have concerns about retail businesses having the option to open on all holidays.
- ◆ 18% were in favor of the amendment 85 Total Comments were received.

## Employers Response

- ◆ 11% (15 people) of people surveyed identified themselves as Employers
- ◆ 80% do not require the use of Public Transit
- ◆ 13% Always shop at Retails Stores on Holidays
- ◆ 67% Never shop at Retails Stores on Holidays
- ◆ 27% believe that being open on holidays is **good** for the local economy.
- ◆ 60% believe that being open on holidays is **not good** for the local economy.
- ◆
- ◆ 27% believe that being open on holidays is **good** for local retail business employers.
- ◆ 53% believe that being open on holidays is **not good** for local retail business employers.
- ◆
- ◆ 20% believe that being open on holidays is **good** for local retail business workers.
- ◆ 73% believe that being open on holidays is **not good** for local retail business workers.
- ◆
- ◆ **67% have** concerns about retail businesses having the option to open on all holidays.
- ◆ **33% do not** have concerns about retail businesses having the option to open on all holidays.
- ◆ 25% were in favor of the amendment. 8 Comments were received

## Employee Response

- ◆ 39% (51 people) of people surveyed identified themselves as Employees
- ◆ 80 % do not require the use of Public Transit
- ◆ 10% Always shop at Retails Stores on Holidays
- ◆ 61% Never shop at Retails Stores on Holidays
- ◆ 20% believe that being open on holidays is **good** for the local economy.
- ◆ 63% believe that being open on holidays is **not good** for the local economy.
- ◆
- ◆ 24% believe that being open on holidays is **good** for local retail business employers.
- ◆ 61% believe that being open on holidays is **not good** for local retail business employers.
- ◆
- ◆ 14% believe that being open on holidays is **good** for local retail business workers.
- ◆ 84% believe that being open on holidays is **not good** for local retail business workers.
- ◆
- ◆ **86% have** concerns about retail businesses having the option to open on all holidays.
- ◆ **14% do not** have concerns about retail businesses having the option to open on all holidays.
- ◆ 5% were in favor of the amendment. 35 comments were received.

**Subject:** Community Investment Initiative  
Northern Ontario (CIINO)  
application

**Report No.:** CS-040-2024

**Agenda Date:** November 5, 2024

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### **Attachments**

**Appendix 01:** CIINO Application

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-040-2024; and
2. That Council confirms and supports the application to FedNor to the Community Investment Initiative – Northern Ontario (CIINO) program in the amount of \$345,000 (90% funding), to support the hiring of a regional Economic Development Officer for three (3) years.

### **Background:**

In 2018, the Economic Development Strategic Plan 2018 – 2023 was adopted by Council of the day, suggested that more staff and additional financial resources would be required to successfully implement the Plan. A second staff person was hired through a funded program, but due to restrictions related to COVID-19, the increase in results from the project were not realized.

### **Analysis:**

During the process of the Community Strategic Planning process, it has been stated several times that more focus needs to be spent on economic development in the community. To do more in the Department, there needs to be an increase in budget, as well as the addition of a second staff person to complete the additional work.

FedNor offers a program to small municipalities who do not have full-time economic development staff to provide a regional economic development staff person to look after small regions of Northern Ontario. Staff have worked with FedNor to see if the City could apply under this same program, the Community Investment Initiative – Northern Ontario (CIINO) for a regional economic development officer to assist us to provide better services to businesses in our region.

Although our community is not a regional government, we have acted in that respect for the provision of economic development services for many years. If businesses in our region do well, then our community will benefit from the increased employment and tax base. We coordinate many regional development programs such as the Northern Ontario Mining Showcase, the Lake Temiskaming Tour, Building Ties, forestry day tours, tourism familiarization tours, regional job fairs, immigration job fairs, regional foods initiatives, and many others.

FedNor has stated that they would consider an application from the City as we are recognized as a good regional partner for the communities in South Temiskaming. Staff were asked to submit an application as soon as possible, as the window was tight. The attached application, **Appendix 1** was submitted on October 22, 2024 to meet the needs of FedNor, but should Council not support this recommendation, the application can be withdrawn.

The CIINO program also allows successful applicants to reapply for funding for an additional three years following the completion of the first project, at a reduced funding amount of 75% year 1, 50% year 2 and 25% year 3. This would mean that the City would have a subsidized staff person for 6 years, which would provide a great training opportunity, but may also work as a good succession plan in the department; however, this is not the intent of the project. It would be recommended that the City continue to staff the department with two economic development staff from this point forward.

### **Financial / Staffing Implications**

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

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

The City would have to contribute 10% of the overall project costs which are anticipated to be \$11,500 per year for the first three years. Note: the project costs include a staff person, travel expenses and marketing costs. If the City is successful in the second application, then our budget would need to be \$28,750 in year 4, \$57,500 in year 5, \$86,250 in year 6, then \$115,000 per year from that point on.

This funding project will provide sufficient time for the City to increase the economic development department budget to a level that will support the two staff and sufficient programming funds to enable the department to be effective.

### **Alternatives**

The City could choose to withdraw the application and remain with the current level of economic development staffing and budget.

## **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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James Franks  
Economic Development  
Officer

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Shelly Zubyck, CHRP  
Director of Corporate  
Services

Government  
of CanadaGouvernement  
du Canada[Canada.ca](#) > [FedNor](#) > [FedNor Portal](#) > [Applications](#) > Initial application

## ORGANIZATION

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### Organization information

**Legal name**

The Corporation of the City of Temiskaming Shores

**Business number (9-digit business identifier provided by the Canada Revenue Agency)****Business type**

Municipality / Municipal Development Corporation

**Address (business)**

325 Farr Drive

P0J 1K0

**Address (mailing)**

325 Farr Drive

P.O. Box 2050

P0J 1K0

**Confirmation that the organization info is correct**☐ No ☒ Yes

## PROFILE

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# About the Organization

**i** Initial applicants using the FedNor portal will be required to complete the section below. When submitting subsequent applications to FedNor, these fields will be pre-populated with the previous responses. A returning applicant would review the information and provide updates (if necessary).

**\* Total number of employees**

90

**\* Total number of full-time employees**

70

**\* Total number of part-time employees**

20

**Please indicate if your organization is majority led by one or more of the following equity-deserving groups.**

- ☐ 2SLGBTQI+
- ☐ Francophone
- ☐ Indigenous – First Nations
- ☐ Indigenous – Inuit
- ☐ Indigenous – Métis
- ☐ Indigenous Peoples
- ☐ Newcomers to Canada and immigrants
- ☐ Persons with disabilities
- ☐ Racialized communities
- ☐ Racialized communities – Black communities
- ☐ Women
- ☐ Youth and young adults

**\* Please indicate in which official language(s) your organization provides services to and/or communicates with the public.**

English and French

**\* Provide a brief description of your organization, or, review and update the existing description if applicable. Include details on the mandate, ownership/governance, products/services and key activities (max. of 1,000 characters).**

The municipality has a staff of approximately 70 full time employees that is supplemented by another 20 – 25 part-time and student positions. The municipal office is located on the Haileybury waterfront at 325 Farr Drive and serves as catalyst for the development of the community.

Our community is the economic and service hub for the surrounding region and continues to attract service industry jobs. The municipality has been able to sustain its population while many communities in Northern Ontario have seen decreases in population.

**\* Provide a brief history of your organization, or, review and update the existing description if applicable. Include any relevant historical events such as any changes in ownership, a reorganization, or critical events related to financial, governance and/or administrative capacity (max. 1,000 characters).**

The City of Temiskaming Shores was created on January 1, 2004 through the amalgamation of the former communities of the Township of Dymond, and the Towns of New Liskeard and Haileybury. The communities chose to amalgamate to provide better services to ratepayers and access new business opportunities. The former towns were each over 100 years old prior to amalgamation. Once becoming the City of Temiskaming Shores and the regional hub for South Temiskaming, the City is recognized as the regional leader for district services hosting many regional services.

## CONTACT

To add a primary contact to this project, complete the fields in the Primary contact table or select an individual from the list of registered contacts and click 'Add Contact'. This individual may be contacted by a FedNor officer for follow-up regarding this application.

### Primary contact

	First name	Last name	Title	Email	Business phone	Language preference
	<input type="text" value="James"/>	<input type="text" value="Franks"/>	<input type="text" value="Economic Developm"/>	<input type="text" value="jfranks@temiskamin"/>	<input type="text" value="+1 705 672 336"/>	English ▾
	<input type="text" value="Stephanie"/>	<input type="text" value="Leveille"/>	<input type="text" value="Treasurer"/>	<input type="text" value="sleveille@temiskami"/>	<input type="text" value="+1 705 672 336"/>	English ▾

## PROJECT

### Project

**\* Project title (max. 250 characters)**

Regional Economic Development Project



# Primary location of the project

**Street 1**

325 Farr Drive

**Street 2**

P.O. Box 2050

**Street 3**

—

**\* Community**

HAILEYBURY

**\* Province**

ON

**\* Postal code**

P0J 1K0

**If the project activities occur in multiple locations, identify the region or geographic area (max. 250 characters)**

Quebec border (East) to Gowganda (West), Englehart (North) to Temagami (South)

## Project information

**\* Provide a description of the project and key activities (max. 2,000 characters)**

The project consists of an economic development staff person to support our existing Economic Development Officer to enable the City to provide more support to businesses in the surrounding areas of South Temiskaming. The project would enable more outreach to businesses around the region and to provide support to communities with land available for development purposes. Our current EDO will be able to provide mentorship and training to the individual to enable them to jump in and go while getting some valuable experience on the job.

The project would continue to build on successful regional programs such as the Building Ties program and the Lake Temiskaming Tour to further develop relationships with regional partners in South Temiskaming as well as those in Temiscamingue, Quebec.

The project will include the following;

- \* Immigration and workforce attraction to assist current employers to access staff to fill current vacancies
- \* Newcomer retention programs to ensure that newcomers settle and become integrated into the community
- \* Grow regional tourism programs to ensure greater visitation therefore supporting businesses
- \* Developing the MAT tax program putting more funds back into tourism promotion
- \* Further developing agricultural and agri-food production in the region and ensuring that the Temiskaming region is recognized provincially as a significant agricultural area
- \* Growth of the mining supply and service sector regionally to support the booming mining industry partners in the surrounding regions
- \* Educate regional elected officials of the benefits of the forestry industry in the region so that they can advocate on behalf of the industry with other levels of government.
- \* Business development growth through attendance at Trade shows and online marketing platforms
- \* Work with regional transportation providers to ensure that public transportation options are available people who relocate to the area.

**\* Estimated project start date (yyyy-mm-dd)**

2025-01-06

**\* Estimated project end date (yyyy-mm-dd)**

2027-12-31

**\* Describe the economic benefits associated with this project (max. 1,000 characters)**

- \* New businesses locating in the region and creating job opportunities and increased tax base for area municipalities
- \* New residents to fill current job vacancies
- \* Retention of newcomers in the region as they will be made to feel at home here.
- \* Increased regional tourism visitation
- \* Expanded agri-food production including regional distribution options to other Northeastern Ontario markets.
- \* Increased awareness of Temiskaming as an agricultural area in Ontario
- \* Expansion of the mining supply and service sector within the region showcasing the ease of access to mines in Sudbury, Timmins and Rouyn.
- \* Better public transportation around the region to support the residents of small communities and the businesses in the region by providing workers access.
- \* Maintain support of the forestry industry within the region and assist them with current workforce issues.

**Number of jobs created (full time equivalents)**

Job title/role	Number of positions	Anticipated number of hours worked per week	Anticipated number of weeks worked during the project	Full-time equivalents
Economic Development Officer	1	35	156	3.5
Total FTE equivalents				3.5

**Number of jobs maintained (full time equivalents)**

Job title/role	Number of positions	Anticipated number of hours worked per week	Anticipated number of weeks worked during the project	Full-time equivalents
Economic Development Officer	1	35	156	3.5
Total FTE equivalents				3.5

## COSTS AND FUNDING

### Project costs

List the eligible project costs including all incremental expenses directly related to the project that are deemed reasonable and necessary for its execution (e.g. equipment, professional fees, etc.)

Cost description	Amount (\$)
Economic Development Officer salary (\$75, \$80 and \$85,000 respectively) including MERCS	240,000
Travel	30,000
Marketing expenses	75,000
Total costs (\$)	345,000

Will project costs (or legal commitments) be incurred prior to the project approval? If yes, provide details below.

☒ No ☐ Yes

If yes, provide details of the incurred or planned costs or legal commitments (max. 250 characters).

## Project funding sources

Funding source	Funding source details	Amount (\$)	Confirmed
<div>FedNor</div>		<div>310,000</div>	Requested
Other			
<div>Applicant / Client</div>	<div>Municipal Economic Development Budget</div>	<div>35,000</div>	<div><input type="radio"/> Yes <input checked="" type="radio"/> No</div>
	Total funding (\$)	<div>345,000</div>	

## ATTACHMENTS

Status	Document type	Description	Filename	Action
<div>✔</div>	Cost forecast		Cost Forecast Regional EDO.xlsx Submission date: 2024-10-22	<div><div>📎 Attach</div><div>🗑</div></div>
<div>✔</div>	Financial statements (2 years)		Tem Shores 2022 Financial Statements.pdf Submission date: 2024-10-22	<div><div>📎 Attach</div><div>🗑</div></div>
<div>—</div>	Financial statements (2 years)	2023 to follow		<div><div>📎 Attach</div><div>🗑</div></div>

## CERTIFICATION

### CERTIFICATION

On behalf of the Applicant, I hereby acknowledge and/or certify that:

- a. FedNor has no obligation to provide funding to the Applicant. FedNor is not responsible for costs and expenses incurred or paid by the Applicant prior to the date set out in the funding agreement executed between FedNor and the Applicant.

- b. The Applicant is not in default under any funding agreement with the federal government, any financial institution or creditor. The Applicant is current on all obligations to the federal government, any financial institution or creditor; the execution of the proposed project will not prevent the Applicant from continuing to meet these obligations and from maintaining the economic benefits anticipated by the other agreements; and these obligations will not preclude the Applicant from fulfilling its obligations under the proposed project.
- c. The Applicant will disclose to FedNor, without charge nor delay and in the form requested, any other government assistance or financial assistance requested or received for the project, as well as any other government assistance or financial assistance requested or received for a similar project by a company with which the Applicant has a non-arm's-length relationship within the meaning of section 251 of the *Income Tax Act (R.S.C. (1985), c 1 (5th Sup))*.
- d. The information entered here and on all attached documents, as well as any other information and documentation collected by or on behalf of FedNor in the context of this application, is collected among others pursuant to the *Financial Administration Act, the Access to Information Act and the Privacy Act*.
- e. There is no obligation to provide the information and document requested in the application but failure to do so may prevent FedNor from assessing and considering the application.
- f. The information and documentation provided in the context of the application is complete, true and correct. The Applicant will promptly notify FedNor if any of the information or documentation changes. Any future information or documentation provided to FedNor will be complete, true and correct.
- g. The Applicant will provide FedNor, without charge nor delay and in the form requested, with all the information and documentation required to complete the assessment of the project.
- h. FedNor is authorized to undertake any consultation or verification, including without limitation with any person, suppliers, financial institutions, institutions, accounting firms, non-profit economic development organizations, funding agencies, credit agencies and/or any federal, provincial or municipal government departments/agencies, that it deems necessary in order to obtain any useful information and documentation in assessing the application, for the administration and monitoring of any resulting funding agreement or for the administration of a grants and contributions program, and the Applicant agrees to have the contacted parties disclose any requested information and documentation to FedNor. FedNor is also authorized to disclose the information and documentation it has about the Applicant and the project to the persons and entities mentioned above.
- i. All information relating to this application may be publicly disclosed under the laws, policies and directives of the Government of Canada (e.g. Access to Information Act and the Privacy Act). The Applicant consents to the use of the information and documentation obtained in the context of this application for policy analysis, research and/or evaluation of FedNor programs.
- j. Any person who has been lobbying on behalf of the Applicant to obtain funding as a result of this application is registered pursuant to the *Lobbying Act* and was registered pursuant to the Act at the time the lobbying occurred. Where the lobbying duties of the employees of the Applicant constitute a significant part of the employees' duties, the Applicant complies with the *Lobbying Act*.

- k. No former holder of public office of the Government of Canada or public servant to whom applies the *Conflict of Interest Act*, the *Values and Ethics Code for the Public Service* or any other law, regulation, code, policy, procedure or directive of an equivalent nature, derives or shall derive a direct or indirect benefit from a possible funding agreement with FedNor, or that if such a person derives or shall derive a benefit from it, he or she does so and will do so in accordance with the laws and codes mentioned above.
- l. Funding is conditional upon Canada satisfying any Indigenous consultation, and where required, accommodation of obligations arising from the implementation of this project.
- m. A project determined to be on federal lands or a designated project under the *Impact Assessment Act* may be subject to an impact assessment.
- n. The Applicant agrees to comply with the *Official Languages Act*, where applicable, depending on the nature of the project and the targeted clientele.
- o. The Applicant complies with all federal, provincial, territorial, municipal and other applicable laws governing the Applicant and the project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees.

By submitting this application, I

- ☒ **acknowledge having read, understood and agree with the above declaration;**
- ☒ **certify that FedNor funding is required in order for the project to proceed, and;**
- ☒ **agree that FedNor may make the enquiries it deems necessary to evaluate the application.**

Close

**Initial application:**

app1-g1-ini-base

**Subject:** Site Plan Agreement:  
129 Davidson Street

**Report No.:** CS-041-2024

**Agenda Date:** November 5, 2024

---

## **Attachments**

**Appendix 01:** Draft Site Plan Agreement

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-041-2024; and
2. That Council directs staff to prepare the necessary by-law to enter into a Site Plan Control Agreement with 2844371 Ontario Inc. for the property at 129 Davidson Street, for consideration at the November 19, 2024 Regular Council meeting.

## **Background**

On December 19, 2023, Council passed By-law No. 2023-137 rezoning the property at 129 Davidson to High Density Residential Exception 20 (R4-20) to allow for the development of the property into multi-unit residential buildings with a maximum of 59 units.

The property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned High Density Residential Exception 20 (R4-20) in the City of Temiskaming Shores Zoning By-law.

In October 2024, the developers entered into an agreement of purchase and sale for the Dymond Cresence road allowance. The sale of land is conditional upon several items, one being the approval of the Site Plan Control Agreement.

## **Analysis**

The application was circulated to all department for comments. The following comments were received and considered:

- No concerns provided land sale proceeds for portion of Dymond Cres.
- Civic address will also be required once driveway entrance permit is submitted.
- City is only responsible for on street existing structures. Contractor to make sure cleanout occurs post break ins.

- Property owner to maintain all on site storm structures, stormceptor, ditches and culvert for adjacent property access.
- To match with the goals in the City's Official Plan the proposal should include easily accessible, safe and secure bicycle parking spaces.
- Pedestrians originating from building B have no designated pathways to access existing pedestrian infrastructure on Broadwood Avenue. A grade separated sidewalk along the new Dymond Cres access road would provide a safe space for pedestrians.
- The City's official plan includes numerous mentions about incorporating pedestrian friendly and cycling friendly elements into developments. The inclusion of a sidewalk between building B and Broadwood Ave (where residents would access a transit stop) and a space for safe bicycle storage is the minimum that should be included.

In response, the developer has provided the following:

*Outdoor bike spaces have been provided on the face of the site plan for each building. The detail for this space is included on the face of the site plan.*

*A grade separated sidewalk would cause difficulty with grading and storm water flow, and will complicate winter maintenance. Given that the vehicular traffic on Dymond Crescent will be primarily residents of the development, it is our opinion that a grade-separated sidewalk is not required to ensure pedestrian safety. We have added a 2-meter-wide all-purpose paved path with painted dotted lines to the plan to provide pedestrian access along Dymond Crescent.*

The application was circulated to the Temiskaming Shores Accessibility Advisory Committee (TSAAC) for review. The Committee had no concerns with the proposed development and passed the following resolution:

*Moved by: Janice Labonte  
Seconded by: Mark Wilson*

*Be it resolved that:  
The Temiskaming Shores Accessibility Advisory Committee hereby acknowledges review of the site plan drawings submitted for the residential development on Davidson Street/Dymond Crescent; and further recommends that Council ensures that the accessibility features outlined in the drawings are included in the site plan control agreement.*

**Carried**



Based on estimates provided by the owner's engineer, security in the amount of \$136,524.87 for the on-site works (10% of the on-site works cost estimate), and \$34,455.78 for the off-site works (100% of the off-site works cost estimate), for a total of \$170,980.65, will be required to be posted with the City prior to the issuance of a building permit. The security ensures that the on-site and off-site works are completed in accordance with the approved site plan and agreement, and give the City a deposit from which to draw in case the work is not completed as proposed and approved.

Staff recommends that Council adopt a By-law to enter into a Site Plan Agreement with 2844371 Ontario Inc. - Abdul Khaliq for the property at 129 Davidson Street. The agreement will be registered on title to the property at the applicant's expense.

### **Relevant Policy / Legislation / City By-Law**

- City of Temiskaming Shores Zoning By-law 2017-154
- Site Plan Control By-law 2018-097
- By-law No. 2024-122 Stop up and Close Portion of Dymond Cres.
- By-law No. 2024-123 Purchase and Sale Agreement for a Portion of Dymond Cres.

### **Consultation / Communication**

- Consultation with City staff as necessary
- Consultation with the applicant and consultants
- Per Section 41 of the Planning Act, public notification/circulation is not required for Site Plan Agreements.

### **Financial / Staffing Implications**

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

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

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

### **Alternatives**

No alternatives were considered.

**Submission**

Prepared and Submitted  
by:

*“Original signed by”*

Shelly Zubyyck  
Director of Corporate  
Services

**The Corporation of the City of Temiskaming Shores**

**By-law No. 2024-000**

**Being a by-law to authorize the execution of a Site Plan Control  
Agreement with 2844371 Ontario Inc. - Abdul Khaliq  
Roll No. 5418-010-005-17100, 5418-010-005-16600 and 5418-010-006-  
02700**

**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** Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area; and

**Whereas** the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2018-097 designating the City of Temiskaming Shores as Site Plan Control Areas; and

**Whereas** Council considered Administrative Report No. CS-041-2024 at the November 5<sup>th</sup>, 2024 Committee of the Whole meeting and directed staff to prepare the necessary by-law to enter into a Site Plan Agreement with 2844371 Ontario Inc. – Abdul Khaliq for consideration during the by-law portion of the November 19, 2024 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. The Mayor and Clerk are hereby authorized to enter into a Site Plan Control Agreement with 2844371 Ontario Inc. - Abdul Khaliq, a copy of which is attached hereto as Schedule "A" and forming part of the by-law; and
2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register Schedule "A" to this by-law; and
3. That this by-law takes effect on the day of its final passing; and

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 19<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



Schedule "A" to  
**By-law No. 2024-000**  
**Site Plan Control Agreement**  
**(121 Davidson Street)**

**This agreement**, made this 19th day of November, 2024.

Between:

**The Corporation of the City of Temiskaming Shores**  
325 Farr Drive, P.O. Box 2050, Haileybury, ON P0J 1K0  
(hereinafter called the "**City**")

And:

**2844371 Ontario Inc. - Abdul Khaliq**  
1725 Thornton Road N., Oshawa, ON L1L 0P7  
(hereinafter called the "**Owner**")

**Whereas** the City of Temiskaming Shores enacted Site Plan Control Area By-law No. 2018-097 pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "**Act**");

**And Whereas** By-law No. 2018-097 also sets out policies for site plan control assurances;

**And Whereas** by an application dated on or about May 1<sup>st</sup>, 2024, the Owner applied to the City for site plan approval in respect of its development described in Schedule "A";

**And Whereas** the Owner owns the property described as 121 Davidson Street, PLAN M29NB LOTS 228 TO 231 PT LANE BG RP 54R2717 PART 4 PCL 24281SST and PLAN M29NB PT LOT 235 RP 54R1924 PART 1 PCLS 14324 20392SST and PLAN M29NB LOTS 215 TO 222 PT LOT 223 PCL 1636SST and Portion of Dymond Crescent, described as Part 1 on Plan 54R-6453.

**Now Therefore** in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

Conditions for Site Plan Control Agreement

This Agreement shall apply to the Lands, and to the development and redevelopment of the Lands.

The Owner covenants and agrees:

1. That no development or redevelopment will proceed on the Lands except in accordance with the Plans approved by the City pursuant to Section 41 of the Planning Act R.S.O. 1990, c.P.13, and more specifically identified in Appendix 1 to 5 inclusive attached hereto (collectively, the "**Plans**");
2. That the proposed buildings, structures and other works shown on the Plans with

respect to the Lands shall be completed in conformity with the Plans;

3. To carry out all works in such a manner as to prevent erosion of earth, debris and other material from being washed or carried in any manner onto any road or road allowance whether opened or unopened or onto the property of any other person or persons;
4. To provide and construct all stormwater management works and drainage of the Lands to the satisfaction of the City acting reasonably, as shown on the Plans; and further agrees to maintain same on the Lands, to the satisfaction of the City;
5. To construct an entrance/exit in the locations as shown on the Plans to the satisfaction of the City;
6. To provide such pavement markings, sidewalks, paving, curb cuts, and to landscape the Lands as shown on the Plans and further agrees to maintain same to the satisfaction of the City;
7. That prior to the work commencing, arrangements for the necessary permits and approvals must be made with the City's Public Works Department and Building Department;
8. That all required work on the property in respect to municipal water and sanitary sewer must be carried out in accordance with City specifications, by a contractor approved by the City, acting reasonably, at the expense of the Owner;
9. That the Owner's engineer shall conduct testing of water and sanitary sewer services and confirm in writing to the Manager of Environmental Services that testing has been completed to the satisfaction of the City;
10. That upon completion of installation and construction of all of the services, works and facilities, the Owner shall supply the City with a certificate from the Owner's engineer verifying that the services, works and facilities were installed and constructed in accordance with the approved plans and specifications;
11. That all entrances, exits and fire routes surrounding the building shall, at all times, be kept clean and clear of snow or debris to the satisfaction of the City acting reasonably, failing which the City shall notify the Owner in writing by registered mail and allow the Owner two (2) business days from receipt of the written notice to perform the required work. If the Owner does not complete the required work within two (2) business days the City shall have the right to enter upon the parking areas, undertake the clearing and removal of snow or debris on all entrances, exits and fire routes and recover from the Owner all reasonable costs, by action or in like manner as municipal taxes (post project completion) that are overdue and payable;

12. That all conditions as set out in this agreement and as shown on the Plans inclusive, shall be completed within one (1) year of the issuance of an Occupancy Permit. That all work shown on the Plans that is legislated by Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit;
13. That all conditions as set out in the agreement and as shown on the Plans inclusive, shall be completed within two (2) years of the issuance of any building permit. All work shown on the Plans that is legislated by the Ontario Building Code shall be completed prior to the issuance of an Occupancy Permit;
14. That prior to receiving a building permit, the Owner will deposit with the City, the sum of \$136,524.87 in Canadian Dollars by way of cash, certified cheque, or irrevocable Letter of Credit to ensure the satisfactory performance of all work to be done on the subject lands, and \$34,455.78 to ensure the satisfactory performance of all work to be done on City-owned lands, to ensure fulfilment of all terms and conditions of this Agreement. The sum of \$136,524 to ensure the satisfactory performance of all work to be done on the subject lands, is inclusive of the amount of \$34,455.78 to ensure the satisfactory performance of all work to be done on City-owned lands, in that one letter of credit (The "Securities") shall cover both the work on the subject lands and the City owned lands.
  - (a) The Letter of Credit must be arranged such that draws may be made by the City, if necessary, in accordance with the terms and conditions of this Agreement.
  - (b) Upon completion of all works and services required by this Agreement to the satisfaction of the City acting reasonably, the City shall return any deposit to the then owner of the property.
    - (i) Partial release of any deposit may be considered by the City in accordance with Section 10.6 of By-law 2018-097
  - (c) Should the owner fail to comply with the terms and conditions of this agreement the City may undertake the required work. Should the owner fail to pay the City forthwith upon demand, the City shall apply all or such portion of the deposit as may be required towards the cost.
    - (i) Should the cost exceed the amount of the deposit, the City will invoice the Owner for the additional amount.
15. That the Owner will indemnify the City and each of its officers, servants, and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the execution, non-execution or imperfect execution of any of the work hereinbefore mentioned to be performed by the Owner or its contractors, officers, servants or agents or of the supply or non-supply of material therefore to be supplied by the



Owner or its contractors, officers, servants or agents, provided such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence on the part of the Owner or its contractors, officers, servants or agents;

16. The Owner shall provide, before the execution of the Agreement, and keep in force during the construction of the works, a comprehensive policy of public liability and property damage insurance acceptable to the City, acting reasonably, providing insurance coverage in respect of any one occurrence to the limit of at least Five Million (\$5,000,000.00) dollars exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. Such policy shall name the Corporation of the City of Temiskaming Shores a named insured thereunder. The policy shall provide coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the City or any other public or private property resulting from or arising out of any act or omission on the part of the owner or any of its servants or agents during the construction or installation or maintenance of any work to be performed pursuant to this Agreement. The policy shall include complete operations coverage and be maintained in effect until final approval of the works by the contingent employer's liability, personal injury endorsement, liability with respect to non-owned licensed vehicles. The Owner shall forward to the City, prior to the signing of this Agreement by the City, a Certificate of Liability Insurance signed by an authorized employee of the Insurance Company providing the insurance.
17. That the Owner shall not hold the City responsible for any and all costs related to the provision of revised site plans;
18. That the Owner consents to the registration of this Agreement against the Lands by way of "Notice of Agreement" and understands that the said Notice of Agreement shall remain on title to the Lands in perpetuity or until mutual consent of the Owner and the City to remove the Notice of Agreement from title;
19. That the Owner understands and agrees that it shall be responsible for all fees incurred in the registration of this Agreement against the title to the Lands and for all registration fees incurred in the registration of any subsequent amendment or deletion of the Agreement from title and for any approvals or consents required to register this Agreement;
20. The Owner shall arrange for and shall be responsible for all fees incurred in the registration of postponements of all debentures, charges, mortgages, or other similar documents registered prior to the registration of this Agreement;
21. That the Owner understands and agrees that any modifications to the site, additional structures, building additions and/or new buildings on the Lands shall

require an amendment to this Agreement, if deemed by the City to be of a magnitude to warrant such an amendment; and

22. The following Appendices are attached to this agreement:

Appendix 1 – Drawing Name: Functional Servicing Report – March 5, 2024

Appendix 2 – Stormwater Management Report V2 – May 13, 2024

Appendix 3 – Building Concept – February 5, 2024

Appendix 4 – Engineering Services for Traffic Brief – November 2, 2023

Appendix 5 – Site Plan V2 – May 13, 2024

**This Agreement** shall be binding upon the parties hereto and their respective successors and assigns.

**Remainder of Page left blank intentionally**

Clerk – Logan Belanger









# KEY PLAN

## NOTES

- ALL TOPOGRAPHIC & SERVICE INFORMATION COMPILED FROM SURVEY DATA COMPLETED BY SURVEYORS ON SITE INC.
- THE POSITION & SIZE OF POLE LINES, CONDUITS, WATERMAINS, SEWERS & OTHER UNDERGROUND & ABOVE GROUND UTILITIES & STRUCTURES ARE NOT NECESSARILY SHOWN ON THE DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE POSITION & SIZE OF SUCH UTILITIES & STRUCTURES IS NOT GUARANTEED. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES & STRUCTURES & SHALL ASSUME ALL LIABILITY FROM DAMAGE TO SAME.
- NO PERSON SHALL CONSTRUCT OR DEMOLISH A BUILDING OR CAUSE A BUILDING TO BE CONSTRUCTED OR DEMOLISHED (INCLUDING SITE SERVICING) UNLESS A BUILDING PERMIT HAS BEEN ISSUED BY THE CHIEF BUILDING OFFICIAL.

REV.	DESCRIPTION	DATE	APPROV BY
3	REVISED FOR MUNICIPAL COMMENTS	2024.05.13	CHM
2	SITE PLAN SUBMISSION 1	2024.03.05	CHM
1	SUBMISSION 1	2023.10.27	CHM
0	INITIAL RELEASE	2023.08.08	---

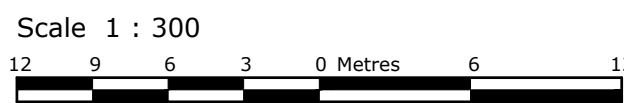
## PROJECT

### PROPOSED SITE PLAN OF

ALL OF LOTS 215-222, 228-231, 235-236  
PART OF LOTS 223 & PART OF LANE  
REGISTERED PLAN M-29 N.B.  
GEOGRAPHIC TOWNSHIP OF DYMOND  
DISTRICT OF TIMISKAMING

129 DAVIDSON STREET  
NEW LISKEARD, ONTARIO

CITY FILE NO. NA



## UNITS & CONVERSION

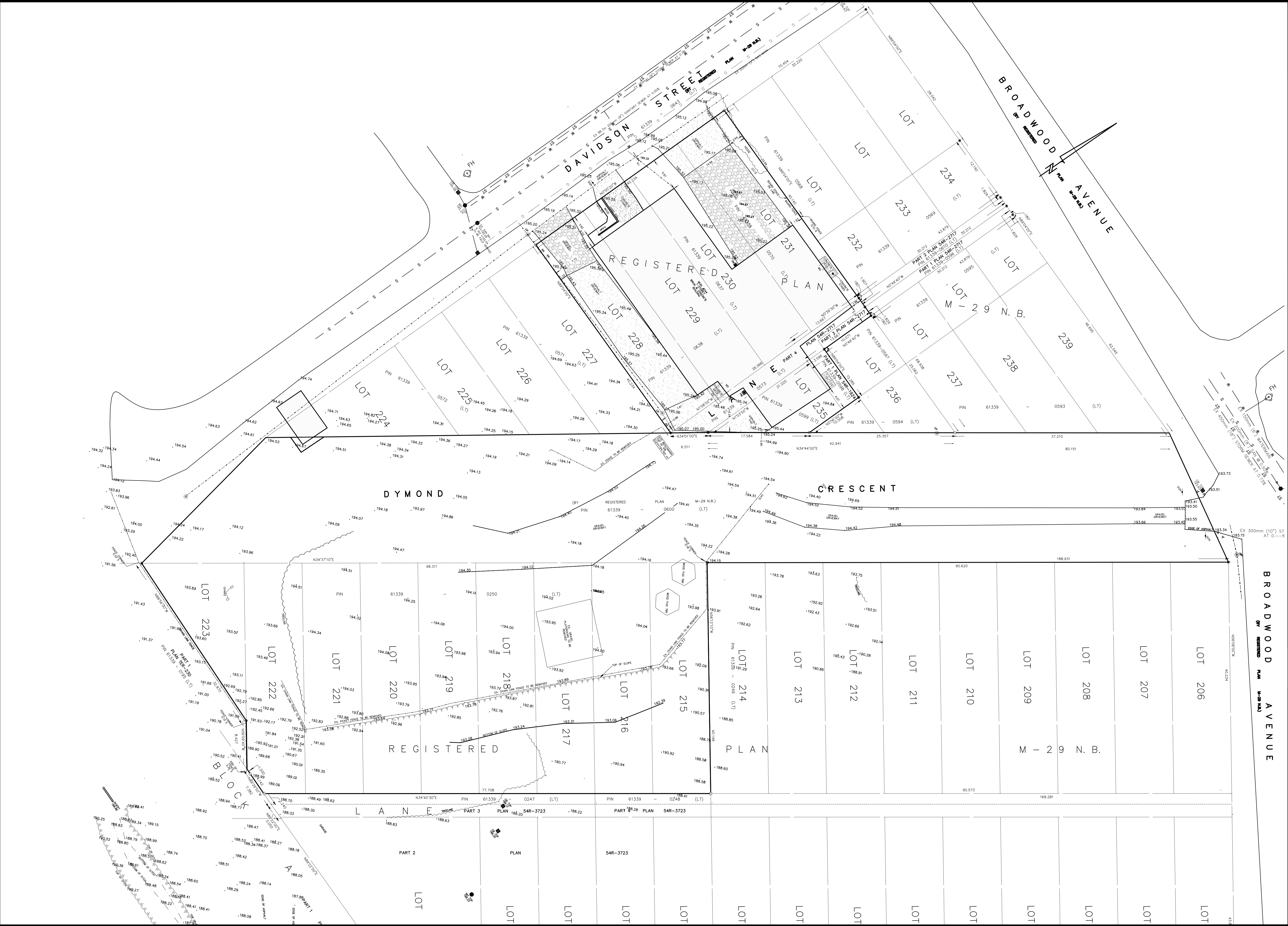
ALL DIMENSIONS IN METRES.  
(CONVERT TO FEET: DIVIDE BY 0.3048)

**ANTECH DESIGN & ENGINEERING GROUP**  
Engineers and Urban Planners  
25 King Street, Brantford, ON. N3T 3C4  
[www.antechedesign.com](http://www.antechedesign.com)

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CLIENT  
**2844371 ONTARIO INC**  
1725 THORNTON ROAD NORTH  
OSHAWA, ONTARIO

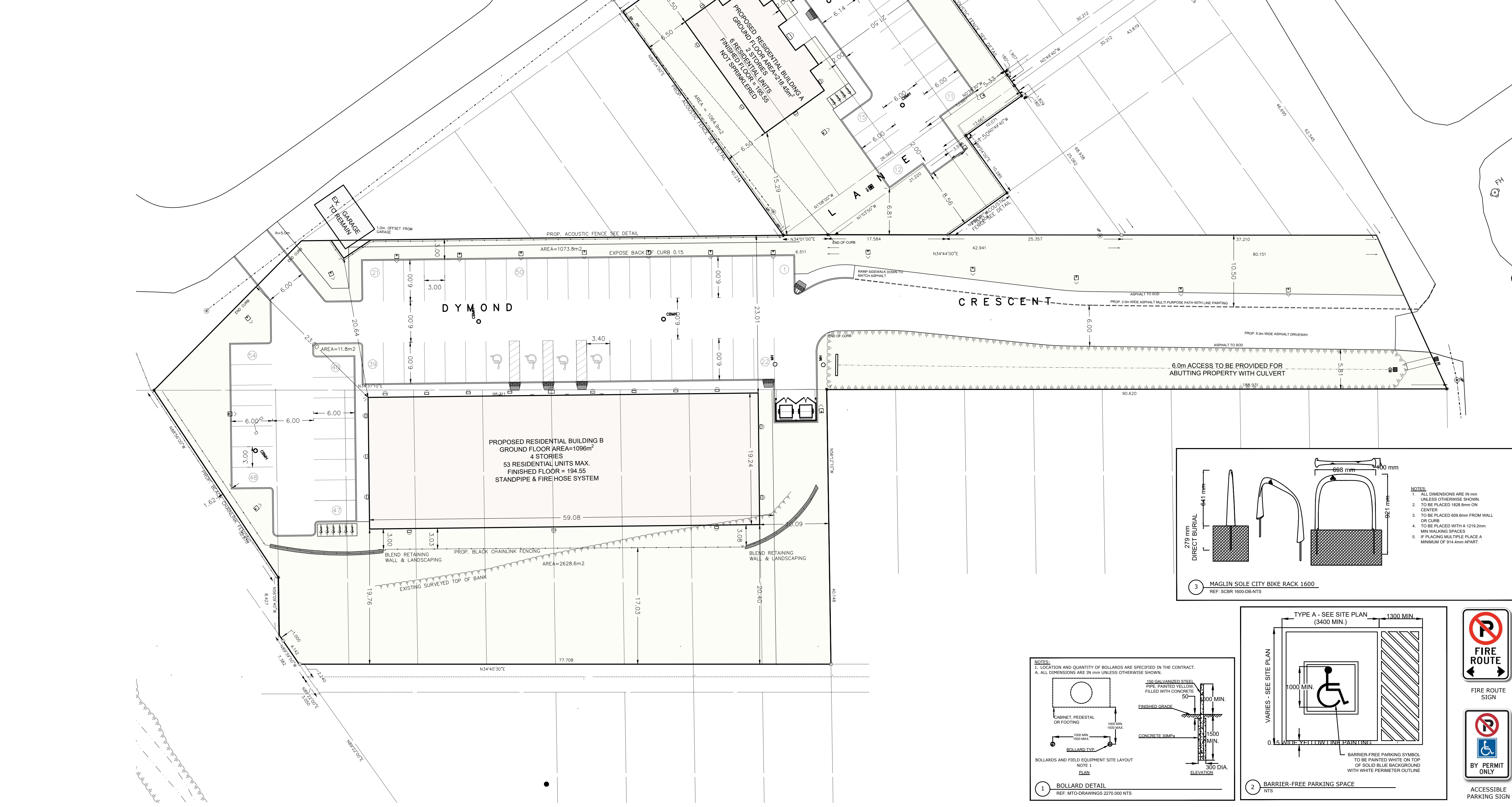
DRAWN: CHM	CHECKED: JAB	DATE: 2023.08.08
SHEET: EXISTING CONDITION & REMOVALS		
DRAWING NO.	232602 - V100	REV. 3



SURVEY SYMBOLS		STORM, SANITARY, WATER SERVICE SYMBOLS		UTILITY SERVICES SYMBOLS		GRADING SYMBOLS		OTHER SYMBOLS		UNDERGROUND SERVICES		PROPERTY LINES	
■ FOUND MONUMENTS	PL REGISTERED PLAN	○ IS SPRINKLER HEAD	○ MH-S MANHOLE - SANITARY	○ GY GAS VALVE	○ HGUY HYDRO GUIDE WIRE	○ EXISTING GRADE (m)	○ TREELINE	○ FP FLAG POLE	○ ST STORM	○ ST STORM	○ ST STORM	○ OHW OVER-HEAD WIRES	○ OHW OVER-HEAD WIRES
□ SET MONUMENTS	OU ORIGIN UNKNOWN	○ BH BOREHOLE	○ MH-ST MANHOLE - STORM	○ GMRK GAS MARKER	○ BGUY BELL GUIDE WIRE	○ PROPOSED GRADE (m)	○ TRAFFIC SIGN	○ DP DECORATIVE POLE	○ S SANITARY	○ S SANITARY	○ S SANITARY	○ S SILT FENCING - LIGHT DUTY	○ S SILT FENCING - LIGHT DUTY
IB IRON BAR	M MEASURED	○ MW MONITORING WELL	○ CMBH DBL. CATCH BASIN MANHOLE	○ UP UTILITY POLE	○ HTRAN HYDRO TRANSFORMER	○ TC = TOP OF CURB	○ RAILWAY SIGN	○ BLRD BOLLARD	○ B BELL / PHONE / CABLE	○ B BELL / PHONE / CABLE	○ B BELL / PHONE / CABLE	○ X SILT FENCING - HEAVY DUTY	○ X SILT FENCING - HEAVY DUTY
SB STD. IRON BAR	PROPORTIONED	○ CUL CULVERT	○ MH-H MANHOLE - HYDRO	○ HP HYDRO POLE	○ BMRK BELL MARKER	○ TC = TOP OF CURB	○ SIGN (OTHER)	○ PLR PILLAR	○ P HYDRO	○ P HYDRO	○ P HYDRO	○ X SWALE / DIRECTION	○ X SWALE / DIRECTION
SSB SHORT STD. IRON BAR	WT WITNESS	○ VC VALVE CHAMBER	○ MH-T MANHOLE - TRAFFIC	○ BP BELL POLE	○ BP BELL PEDESTAL	○ BW = BOTTOM OF WALL	○ TRAFFIC LIGHT	○ GP GUARD POST	○ G GAS	○ G GAS	○ G GAS	○ FL GRADE SLOPE INDICATOR	○ FL GRADE SLOPE INDICATOR
CC CUT CROSS	BM BENCHMARK	○ DRN DRAIN	○ MH-F MANHOLE - FIBER OPTIC	○ LS LIGHT STD.	○ CPMK CABLE TV MARKER	○ SW = SWALE	○ TCB TRAFFIC CONTROL BOX	○ PMW PARKING METER	○ W WATER	○ W WATER	○ W WATER	○ 1.0% GRADE SLOPE INDICATOR	○ 1.0% GRADE SLOPE INDICATOR
N&W NAIL & WASHER	IP IRON PIPE	○ WELL WATER WELL	○ MH UN-SPECIFIED	○ HLS HYDRO LIGHT STD.	○ CTV CABLE PEDESTAL	○ DIRECTION OF SURFACE WATER	○ RSB RAILWAY SIGNAL CTRL BOX	○ FL FLOOD LIGHT	○ AC AIR CONDITIONER	○ AC AIR CONDITIONER	○ AC AIR CONDITIONER	○ 12.1m OVERALL DISTANCE (BELOW)	○ 12.1m OVERALL DISTANCE (BELOW)



SITE STATISTICS			
	ZONING REQUIREMENTS	PROPOSED BUILDING A	PROPOSED BUILDING B
OFFICIAL PLAN CATEGORY	RESIDENTIAL NEIGHBOURHOOD	RESIDENTIAL NEIGHBOURHOOD	RESIDENTIAL NEIGHBOURHOOD
ZONING BY-LAW CATEGORY	HIGH DENSITY RESIDENTIAL (R4)	R4	R4
MINIMUM LOT AREA	1100.0m <sup>2</sup>	1937.7m <sup>2</sup>	7332.2m <sup>2</sup>
MINIMUM LOT FRONTAGE	30.0m	40.2m	30.7m
TOTAL BUILDING AREA	---	218.45 m <sup>2</sup>	1096m <sup>2</sup>
MAXIMUM BUILDING HEIGHT	12.0m	12.0m MAXIMUM	12.0m MAXIMUM
MAXIMUM LOT COVERAGE	40%	11.2%	15%
MINIMUM LANDSCAPED SPACE	35%	1063.4m <sup>2</sup> 54.9%	3663.9m <sup>2</sup> 49%
MINIMUM FRONT YARD SETBACK	6.0m	9.2m	23.0m DAVIDSON STREET
MINIMUM REAR YARD SETBACK	7.5m	22.4m	10.0m
MINIMUM INTERIOR SIDE YARD SETBACK	6.0m	6.0m	20.6m
MINIMUM EXTERIOR SIDE YARD SETBACK	7.5m	14.2m	19.7m
MAXIMUM NUMBER OF DWELLING UNITS (EXCLUDING SECOND DWELLING)	1 FOR EACH 120m <sup>2</sup> OF LOT AREA	1937.7/6=322.9m <sup>2</sup> PER UNIT	7332.2/53 = 138.3m <sup>2</sup> PER UNIT
LANDSCAPE BUFFER (4.8)	1.5m	1.5m MINIMUM	1.5m MINIMUM
REQUIRED NUMBER OF PARKING SPACES	1 PER DWELLING UNIT	15 PROPOSED	54 PROPOSED
PARKING STALL DIMENSIONS (5.2.4)	3.0m X 6.0m	3.0m X 6.0m	3.0m X 6.0m
WIDTH OF AISLES (5.2.5)	6.0m	6.0m	6.0m
YARD REQUIREMENTS FOR PARKING (5.2.9)	1.5m OF A STREET LINE	1.5m MINIMUM	1.5m MINIMUM
WIDTH OF ACCESS RAMPS & DRIVEWAYS (5.2.6)	6.0m	6.0m	6.0m
ACCESSIBLE PARKING STALL DIMENSIONS	3.4m X 6.0m	3.4m X 6.0m	3.4m X 6.0m
ACCESSIBLE PARKING STALL AISLE DIMENSIONS	1.5m X 6.0m	1.5m X 6.0m	1.5m X 6.0m
REQUIRED NUMBER OF ACCESSIBLE SPACES	51-75=3 76-100=4	2 REQUIRED 2 PROPOSED	3 REQUIRED 4 PROPOSED



- ### KEY PLAN
- NOTES
1. ALL TOPOGRAPHIC & SERVICE INFORMATION COMPILED FROM SURVEY DATA COMPLETED BY SURVEYORS ON SITE INC.
  2. THE POSITION & SIZE OF POLE LINES, CONDUITS, WATERMAINS, SEWERS & OTHER UNDERGROUND & ABOVE GROUND UTILITIES & STRUCTURES ARE NOT NECESSARILY SHOWN ON THE DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE POSITION & SIZE OF SUCH UTILITIES & STRUCTURES IS NOT GUARANTEED. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES & STRUCTURES & SHALL ASSUME ALL LIABILITY FROM DAMAGE TO SAME.
  3. NO PERSON SHALL CONSTRUCT OR DEMOLISH A BUILDING OR CAUSE A BUILDING TO BE CONSTRUCTED OR DEMOLISHED (INCLUDING SITE SERVICING) UNLESS A BUILDING PERMIT HAS BEEN ISSUED BY THE CHIEF BUILDING OFFICIAL.
  4. ABANDONED ENTRANCES TO BE REMOVED AND CURBS / SIDEWALKS RESTORED AS REQUIRED
  5. ACCESSIBLE PARKING SPACES TO BE INDICATED WITH PAINTED SYMBOL ON ASPHALT AND EITHER POLE-MOUNT OR BUILDING-MOUNT SIGNS AS PER IMAGE BELOW & IN ACCORDANCE WITH LOCAL BY-LAWS
  6. THE OWNER IS RESPONSIBLE FOR THE REMOVAL OF SNOW OFF SITE, AS REQUIRED, TO AVOID ANY CONFLICTS WITH TRUCK MANEUVERING FROM THE LOADING SPACE
  7. ALL WORKS INVOLVED IN THE CONSTRUCTION, RELOCATION AND REPAIR OF MUNICIPAL SERVICES FOR THE PROPOSED DEVELOPMENT SHALL BE TO THE SATISFACTION OF THE GENERAL MANAGER OF PUBLIC WORKS.
  8. STREET EXCAVATION PERMITS ARE REQUIRED FOR ANY WORK IN CITY RIGHT OF WAY BY ANY CONTRACTOR.
  9. PRIVATE OWNER/DEVELOPER IS RESPONSIBLE FOR ALL SERVICING, UTILITIES & COSTS.
  10. REMOVE CURB & POUR NEW CURB FOR ANY NEW DRIVEWAYS OR DRIVEWAYS TO BE ABANDONED
  11. STORM WATER DRAINAGE MUST NOT HAVE A NEGATIVE IMPACT ON ADJACENT PROPERTIES.
  12. DRIVEWAY SLOPES MUST BE 8% MAXIMUM, AND SIDEWALK CROSS FALL 2% TO 4% MAXIMUM.
  13. NO PERSON SHALL CAUSE OR PERMIT ALTERATION OF A SITE IN THE MUNICIPALITY, WITHOUT HAVING FIRST OBTAINED A SITE ALTERATION PERMIT.

REV.	DESCRIPTION	DATE	APPROV BY
3	REVISED FOR MUNICIPAL COMMENTS	2024.05.13	CHM
2	SITE PLAN SUBMISSION 1	2024.03.05	CHM
1	SUBMISSION 1	2023.10.27	CHM
0	INITIAL RELEASE	2023.08.08	--

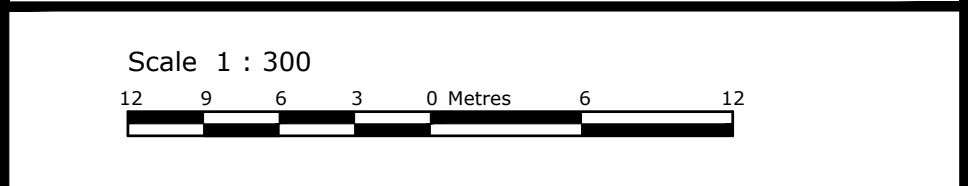
**PROJECT**

**PROPOSED SITE PLAN OF**

ALL OF LOTS 215-222, 228-231, 235-236  
PART OF LOTS 223 & PART OF LANE  
REGISTERED PLAN M-29 N.B.  
GEOGRAPHIC TOWNSHIP OF DYMOND  
DISTRICT OF TIMISKAMING

129 DAVIDSON STREET  
NEW LISKEARD, ONTARIO

CITY FILE NO. NA



**UNITS & CONVERSION**

ALL DIMENSIONS IN METRES.  
(CONVERT TO FEET: DIVIDE BY 0.3048)

**ANTECH DESIGN & ENGINEERING GROUP**  
Engineers and Urban Planners  
25 King Street, Brantford, ON. N3T 3C4  
[www.antechdesign.com](http://www.antechdesign.com)

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CLIENT

**2844371 ONTARIO INC**  
1725 THORNTON ROAD NORTH  
OSHAWA, ONTARIO

<b>SURVEY SYMBOLS</b> ■ FOUND MONUMENTS □ SET MONUMENTS IB IRON BAR SIB STD. IRON BAR SSB SHORT STD. IRON BAR CC CUT CROSS N&W NAIL & WASHER	<b>PL</b> REGISTERED PLAN <b>OU</b> ORIGIN UNKNOWN <b>M</b> MEASURED <b>PROP</b> PROPORTIONED <b>WT</b> WITNESS <b>BM</b> BENCHMARK <b>IP</b> IRON PIPE	<b>STORM, SANITARY, WATER SERVICE SYMBOLS</b> <b>INV = ##</b> PIPE INVERT DIM. W WATER VALVE CS CURB STOP VALVE VC VALVE CHAMBER DRN DRAIN WELL WATER WELL	<b>FIRE HYDRANT</b> IS SPRINKLER HEAD TH TEST HOLE BH BOREHOLE MW MONITORING WELL CUL CULVERT CB CATCH BASIN DBS DOUBLE CATCH BASIN DICB DITCH INLET CATCH BASIN	<b>MANHOLE - SANITARY</b> MH-S MANHOLE - SANITARY MH-ST MANHOLE - STORM CBMH CATCH BASIN MANHOLE DBMH DBL. CATCH BASIN MANHOLE MH-H MANHOLE - HYDRO MH-T MANHOLE - TRAFFIC MH-B MANHOLE - BELL MH-F MANHOLE - FIBER OPTIC MH MANHOLE - UNSPECIFIED	<b>UTILITY SERVICES SYMBOLS</b> GV GAS VALVE GMK GAS MARKER UP UTILITY POLE HP HYDRO POLE BP BELL POLE LS LIGHT STD. HLS HYDRO LIGHT STD.	<b>HYDRO GUIDE WIRE</b> HGUW HYDRO GUIDE WIRE HTRAN HYDRO TRANSFORMER BMK BELL MARKER BP BELL PEDESTAL CMK CABLE TV MARKER CTV CABLE PEDESTAL	<b>GRADING SYMBOLS</b> EXISTING GRADE (m) PROPOSED GRADE (m) SEDIMENT TRAP DIRECTION OF SURFACE WATER	<b>OTHER SYMBOLS</b> TREELINE TRAFFIC SIGN RAILWAY SIGN SIGN (OTHER) TRAFFIC LIGHT TRAFFIC CONTROL BOX RAILWAY SIGNAL CTRL BOX	<b>UNDERGROUND SERVICES</b> ST ST S S B BELL / PHONE / CABLE P P G GAS W WATER	<b>PROPERTY LINES</b> OVER-HEAD WIRES SILT FENCING - LIGHT DUTY SILT FENCING - HEAVY DUTY SWALE / DIRECTION GRADE SLOPE INDICATOR C/W SLOPE (ARROW), OVERALL DISTANCE (BELOW)
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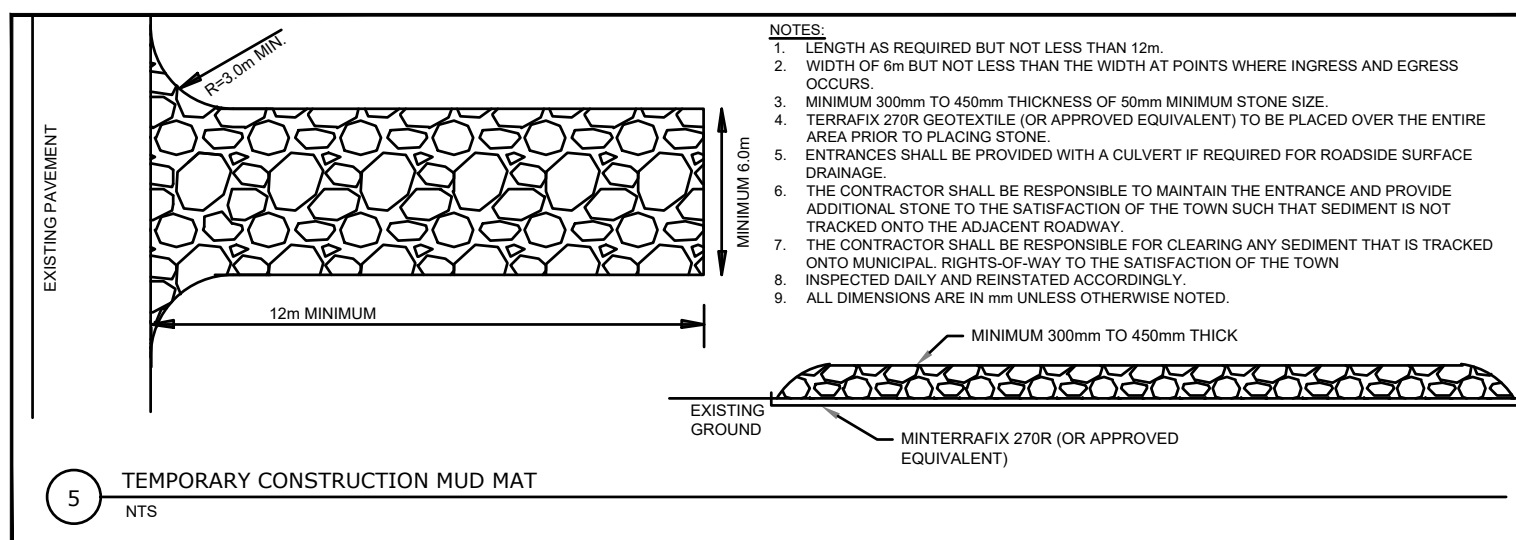
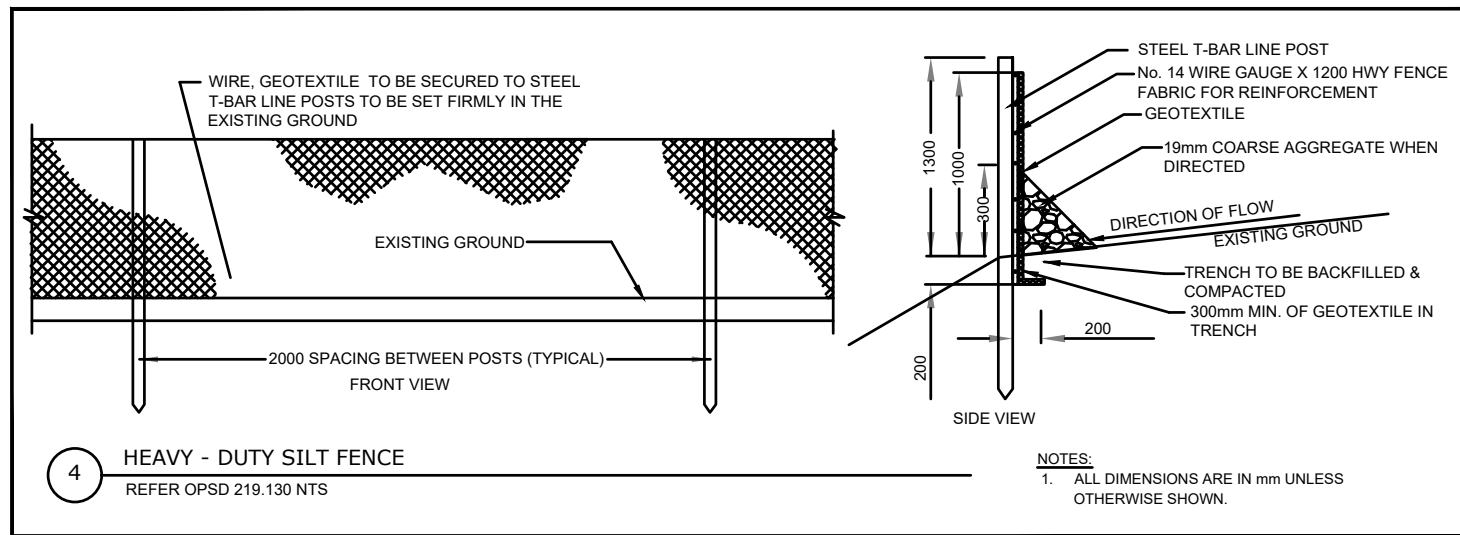
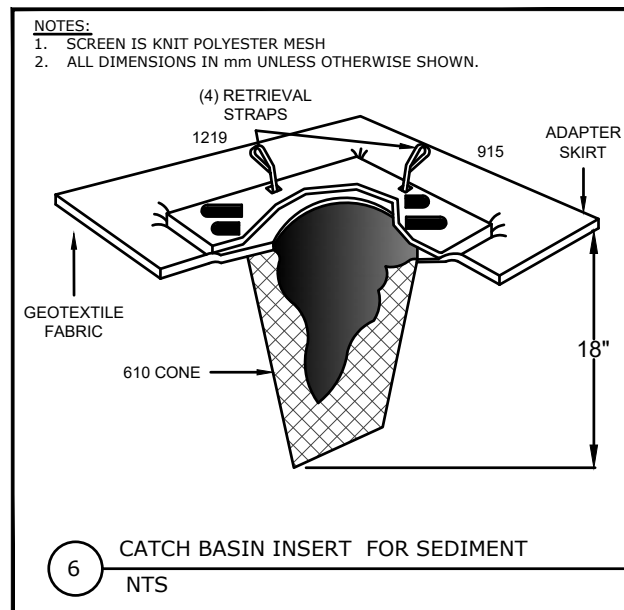
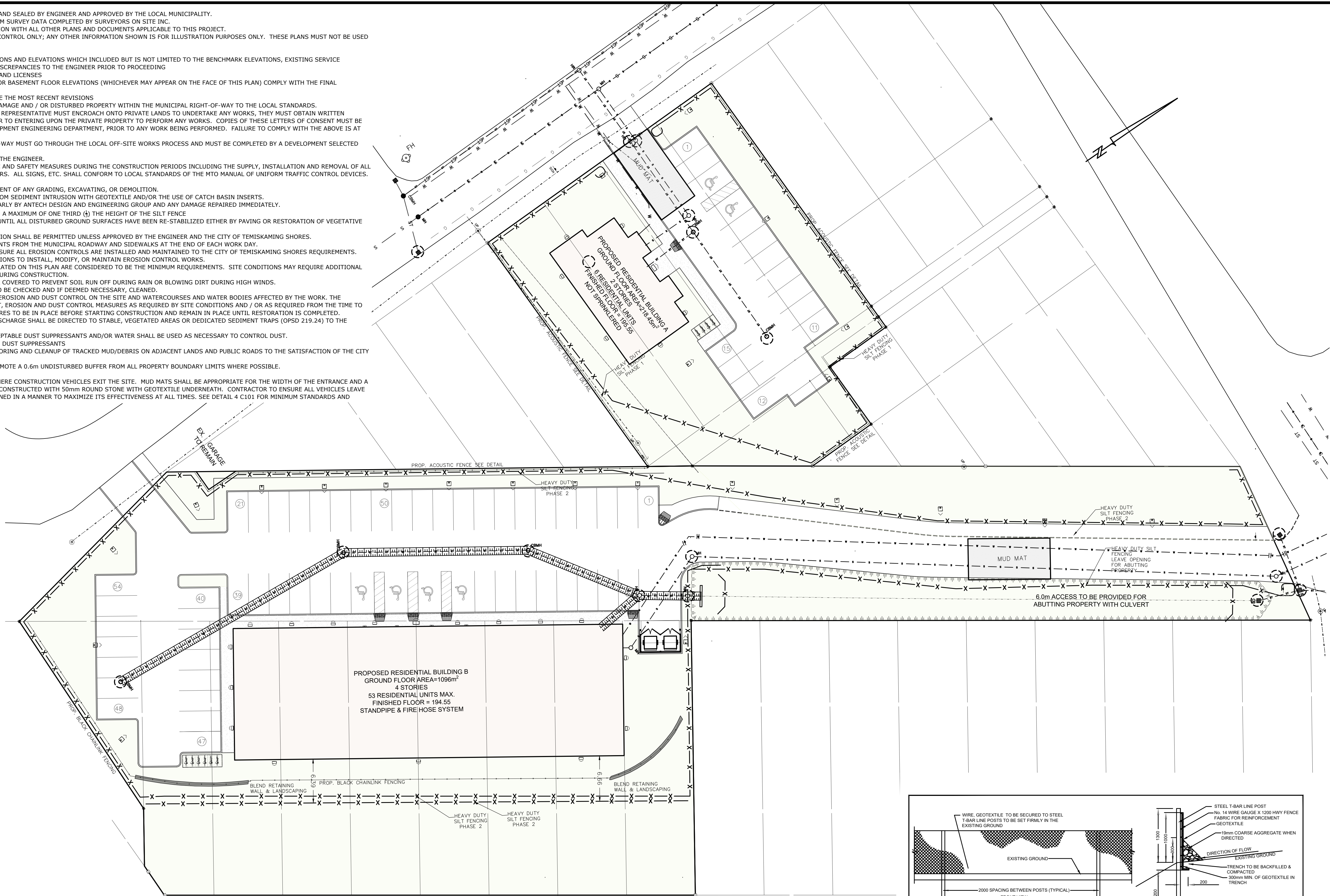
**2844371 ONTARIO INC**  
1725 THORNTON ROAD NORTH  
OSHAWA, ONTARIO

DRAWN: CHM  
CHECKED: JAB  
DATE: 2023.08.08

SHEET: SITE PLAN  
DRAWING NO. 232602 - V101  
REV. 3



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  3. THIS PLAN IS TO BE READ AND UNDERSTOOD IN CONJUNCTION WITH ALL OTHER PLANS AND DOCUMENTS APPLICABLE TO THIS PROJECT.
  4. THESE PLANS ARE TO BE USED FOR EROSION & SILTATION CONTROL ONLY; ANY OTHER INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY. THESE PLANS MUST NOT BE USED TO SITE THE PROPOSED BUILDING.
  5. PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST:
    - A. CHECK AND VERIFY ALL EXISTING CONDITIONS, LOCATIONS AND ELEVATIONS WHICH INCLUDED BUT IS NOT LIMITED TO THE BENCHMARK ELEVATIONS, EXISTING SERVICE CONNECTIONS AND EXISTING INVERTS. REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO PROCEEDING
    - B. OBTAIN ALL UTILITY LOCATES AND REQUIRED PERMITS AND LICENSES
    - C. VERIFY THAT THE FINISHED FLOOR ELEVATIONS AND / OR BASEMENT FLOOR ELEVATIONS (WHICHEVER MAY APPEAR ON THE FACE OF THIS PLAN) COMPLY WITH THE FINAL ARCHITECTURAL DRAWINGS.
    - D. CONFIRM ALL DRAWINGS USED FOR CONSTRUCTION ARE THE MOST RECENT REVISIONS
  6. THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE AND / OR DISTURBED PROPERTY WITHIN THE MUNICIPAL RIGHT-OF-WAY TO THE LOCAL STANDARDS.
  7. IF, FOR UNFORESEEN REASONS, THE OWNER AND/OR THEIR REPRESENTATIVE MUST ENCR OACH ONTO PRIVATE LANDS TO UNDERTAKE ANY WORKS, THEY MUST OBTAIN WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNERS PRIOR TO ENTERING UPON THE PRIVATE PROPERTY TO PERFORM ANY WORKS. COPIES OF THESE LETTERS OF CONSENT MUST BE SUBMITTED TO THE CITY OF TEMISKAMING SHORES DEVELOPMENT ENGINEERING DEPARTMENT, PRIOR TO ANY WORK BEING PERFORMED. FAILURE TO COMPLY WITH THE ABOVE IS AT THE PROPERTY OWNERS OWN RISK.
  8. ALL WORK WITHIN THE MUNICIPAL OR REGIONAL RIGHT-OF-WAY MUST GO THROUGH THE LOCAL OFF-SITE WORKS PROCESS AND MUST BE COMPLETED BY A DEVELOPMENT SELECTED CONTRACTOR SOLELY AT THE DEVELOPER'S EXPENSE.
  9. NO CHANGES ARE TO BE MADE WITHOUT THE APPROVAL OF THE ENGINEER.
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC AND SAFETY MEASURES DURING THE CONSTRUCTION PERIODS INCLUDING THE SUPPLY, INSTALLATION AND REMOVAL OF ALL NECESSARY SIGNALS, DELINEATORS, MARKERS AND BARRIERS. ALL SIGNS, ETC. SHALL CONFORM TO LOCAL STANDARDS OF THE MTO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- SEDIMENT, EROSION AND DUST CONTROL**
1. ALL SILT FENCING TO BE INSTALLED PRIOR TO COMMENCEMENT OF ANY GRADING, EXCAVATING, OR DEMOLITION.
  2. PROTECT ALL CATCH BASINS, MANHOLES AND PIPE ENDS FROM SEDIMENT INTRUSION WITH GEOTEXTILE AND/OR THE USE OF CATCH BASIN INSERTS.
  3. EROSION CONTROL STRUCTURES TO BE MONITORED REGULARLY BY ANTECH DESIGN AND ENGINEERING GROUP AND ANY DAMAGE REPAIRED IMMEDIATELY.
  4. SEDIMENTS TO BE REMOVED WHEN ACCUMULATIONS REACH A MAXIMUM OF ONE THIRD (1/3) THE HEIGHT OF THE SILT FENCE
  5. ALL EROSION CONTROL STRUCTURES TO REMAIN IN PLACE UNTIL ALL DISTURBED GROUND SURFACES HAVE BEEN RE-STABILIZED EITHER BY PAVING OR RESTORATION OF VEGETATIVE GROUND COVER.
  6. NO ALTERNATIVE METHODS OF EROSION CONTROL PROTECTION SHALL BE PERMITTED UNLESS APPROVED BY THE ENGINEER AND THE CITY OF TEMISKAMING SHORES.
  7. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SEDIMENTS FROM THE MUNICIPAL ROADWAY AND SIDEWALKS AT THE END OF EACH WORK DAY.
  8. THE ENGINEER TO MONITOR THE SITE DEVELOPMENT TO ENSURE ALL EROSION CONTROLS ARE INSTALLED AND MAINTAINED TO THE CITY OF TEMISKAMING SHORES REQUIREMENTS. CONTRACTORS TO COMPLY WITH THE ENGINEERS INSTRUCTIONS TO INSTALL, MODIFY, OR MAINTAIN EROSION CONTROL WORKS.
  9. THE SILTATION AND EROSION CONTROL MEASURES ILLUSTRATED ON THIS PLAN ARE CONSIDERED TO BE THE MINIMUM REQUIREMENTS. SITE CONDITIONS MAY REQUIRE ADDITIONAL MEASURES WHICH WILL BE IDENTIFIED BY THE ENGINEER DURING CONSTRUCTION.
  10. STOCK PILES OF SOIL WILL BE REMOVED FROM THE SITE OR COVERED TO PREVENT SOIL RUN OFF DURING RAIN OR BLOWING DIRT DURING HIGH WINDS.
  11. ONCE CONSTRUCTION IS COMPLETED CATCH BASINS ARE TO BE CHECKED AND IF DEEMED NECESSARY, CLEANED.
  12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEDIMENT, EROSION AND DUST CONTROL ON THE SITE AND WATERCOURSES AND WATER BODIES AFFECTED BY THE WORK. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL SEDIMENT, EROSION AND DUST CONTROL MEASURES AS REQUIRED BY SITE CONDITIONS AND / OR AS REQUIRED FROM THE TIME TO TIME. ALL SEDIMENT, EROSION AND DUST CONTROL MEASURES TO BE IN PLACE BEFORE STARTING CONSTRUCTION AND REMAIN IN PLACE UNTIL RESTORATION IS COMPLETED.
  13. WHERE EXCAVATION DEWATERING IS NECESSARY, PUMP DISCHARGE SHALL BE DIRECTED TO STABLE, VEGETATED AREAS OR DEDICATED SEDIMENT TRAPS (OPSD 219.24) TO THE SATISFACTION OF THE ENGINEER.
  14. REGULAR MECHANICAL SWEEPING, ENVIRONMENTALLY ACCEPTABLE DUST SUPPRESSANTS AND/OR WATER SHALL BE USED AS NECESSARY TO CONTROL DUST.
  15. THE CONTRACTOR SHALL NOT USE CHEMICAL OR OIL BASED DUST SUPPRESSANTS
  16. CONTRACTOR SHALL BE RESPONSIBLE FOR REGULAR MONITORING AND CLEANUP OF TRACKED MUD/DEBRIS ON ADJACENT LANDS AND PUBLIC ROADS TO THE SATISFACTION OF THE CITY OF TEMISKAMING SHORES.
  17. SILT FENCING TO BE PLACED IN SUCH LOCATION AS TO PROMOTE A 0.6m UNDISTURBED BUFFER FROM ALL PROPERTY BOUNDARY LIMITS WHERE POSSIBLE.
- MUD MAT**
1. MUD MATS TO BE PROVIDED ON SITE AT ALL LOCATIONS WHERE CONSTRUCTION VEHICLES EXIT THE SITE. MUD MATS SHALL BE APPROPRIATE FOR THE WIDTH OF THE ENTRANCE AND A LENGTH SUITABLE FOR SITE LAYOUT. MUD MATS SHALL BE CONSTRUCTED WITH 50mm ROUND STONE WITH GEOTEXTILE UNDERNEATH. CONTRACTOR TO ENSURE ALL VEHICLES LEAVE THE SITE VIA THE MUD MAT AND THAT THE MAT IS MAINTAINED IN A MANNER TO MAXIMIZE ITS EFFECTIVENESS AT ALL TIMES. SEE DETAIL 4 C101 FOR MINIMUM STANDARDS AND TYPICAL INSTALLATION.



SURVEY SYMBOLS		STORM, SANITARY, WATER SERVICE SYMBOLS	
■ FOUND MONUMENTS	PL REGISTERED PLAN	INV = ## PIPE INVERT DIM.	HYD FIRE HYDRANT
□ SET MONUMENTS	OU ORIGIN UNKNOWN	○ MW WATER VALVE	IS SPRINKLER HEAD
IB IRON BAR	M MEASURED	○ CS CURB STOP VALVE	TH TEST HOLE
SB STD. IRON BAR	PROP PROPORTIONED	○ VC VALVE CHAMBER	BH BOREHOLE
SSB SHORT STD. IRON BAR	WT WITNESS	○ DRN DRAIN	MW MONITORING WELL
CT CUT CROSS	BM BENCHMARK	○ CB DOUBLE CATCH BASIN	CUL CULVERT
N&W NAIL & WASHER	OP IRON PIPE	○ DIB DITCH INLET CATCH BASIN	CB CATCH BASIN
			WELL WATER WELL

UTILITY SERVICES SYMBOLS	
○ GY GAS VALVE	○ MH-S MANHOLE - SANITARY
○ BMK GAS MARKER	○ MH-ST MANHOLE - STORM
○ UP UTILITY POLE	○ CBMH CATCH BASIN MANHOLE
○ HP HYDRO POLE	○ DBL DBL. CATCH BASIN MANHOLE
○ BP BELL POLE	○ MH-H MANHOLE - HYDRO
○ LS LIGHT STD.	○ MH-T MANHOLE - TRAFFIC
○ HLS HYDRO LIGHT STD.	○ MH-B MANHOLE - BELL
	○ MH-F MANHOLE - FIBER OPTIC
	○ MH MANHOLE - UNSPECIFIED

GRADING SYMBOLS	
EXISTING GRADE (m)	○ FG FLAG POLE
PROPOSED GRADE (m)	○ DP DECORATIVE POLE
BC = BOTTOM OF CURB	○ BLRD BOLLARD
TC = TOP OF CURB	○ PLR PILLAR
BW = BOTTOM OF WALL	○ GP GUARD POST
TW = TOP OF WALL	○ PM MAIL BOX
SW = SWALE	○ PMK PARKING METER
	○ FL FLOOD LIGHT
	○ W WATER

OTHER SYMBOLS	
○ RBS RAILWAY SIGNAL CTRL BOX	○ ST STORM
	○ S SANITARY
	○ B BELL / PHONE / CABLE
	○ P HYDRO
	○ G GAS
	○ AC AIR CONDITIONER

UNDERGROUND SERVICES	
○ ST STORM	○ ST STORM
○ S SANITARY	○ S SANITARY
○ B BELL / PHONE / CABLE	○ B BELL / PHONE / CABLE
○ P HYDRO	○ P HYDRO
○ G GAS	○ G GAS
○ W WATER	○ W WATER

○ HW OVER-HEAD WIRES	○ HW OVER-HEAD WIRES
○ HW SILT FENCING - LIGHT DUTY	○ HW SILT FENCING - LIGHT DUTY
○ HW SILT FENCING - HEAVY DUTY	○ HW SILT FENCING - HEAVY DUTY
○ HW SWALE / DIRECTION	○ HW SWALE / DIRECTION
○ HW GRADE SLOPE INDICATOR	○ HW GRADE SLOPE INDICATOR
○ HW C/W SLOPE (ABOVE), OVERALL DISTANCE (BELOW)	○ HW C/W SLOPE (ABOVE), OVERALL DISTANCE (BELOW)



## KEY PLAN

3	REVISED FOR MUNICIPAL COMMENTS	2024.05.13	CHM
2	SITE PLAN SUBMISSION 1	2024.03.05	CHM
1	SUBMISSION 1	2023.10.27	CHM
0	INITIAL RELEASE	2023.08.08	--
REV.	DESCRIPTION	DATE	APPROV BY

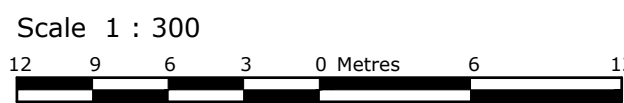
## PROJECT

### PROPOSED SITE PLAN OF

ALL OF LOTS 215-222, 228-231, 235-236  
PART OF LOTS 223 & PART OF LANE  
REGISTERED PLAN M-29 N.B.  
GEOGRAPHIC TOWNSHIP OF DYMOND  
DISTRICT OF TIMISKAMING

129 DAVIDSON STREET  
NEW LISKEARD, ONTARIO

CITY FILE NO. NA



## UNITS & CONVERSION

ALL DIMENSIONS IN METRES.  
(CONVERT TO FEET: DIVIDE BY 0.3048)

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CLIENT  
2844371 ONTARIO INC  
1725 THORNTON ROAD NORTH  
OSHAWA, ONTARIO

DRAWN: CHM	CHECKED: JAB	DATE: 2023.08.08
SHEET: EROSION & SILTATION PLAN		
DRAWING NO. 232602 - C101	REV. 3	



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- GRADES**
1. ALL SITE GRADING AND ELEVATIONS OUTSIDE OF THE INDICATED AREA OF WORK TO REMAIN.
  2. PROPOSED GRADES ARE REPRESENTED BY BOXED NUMBERS. EXISTING GRADES ARE NOT OUTLINED.
  3. EXISTING GRADES HAVE BEEN COMPILED FROM SURVEY DATA. FIELD VERIFY AS REQUIRED.
  4. EXISTING ENTRANCES NOT BEING UTILIZED TO BE DECOMMISSIONED AND MADE GOOD. SIDEWALK AND CURBS TO BE RECONSTRUCTED TO MATCH EXISTING.
  5. CURB CUTS IN SIDEWALK AT ACCESSIBLE PARKING SPACE AND AT EITHER END OF WALKWAY TO BE CONSTRUCTED IN ACCORDANCE WITH OBC STANDARDS.
  6. THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO AVOID MIXING TOPSOIL WITH SUBSOIL, WHERE REQUIRED FOR REUSE ON THE SITE.

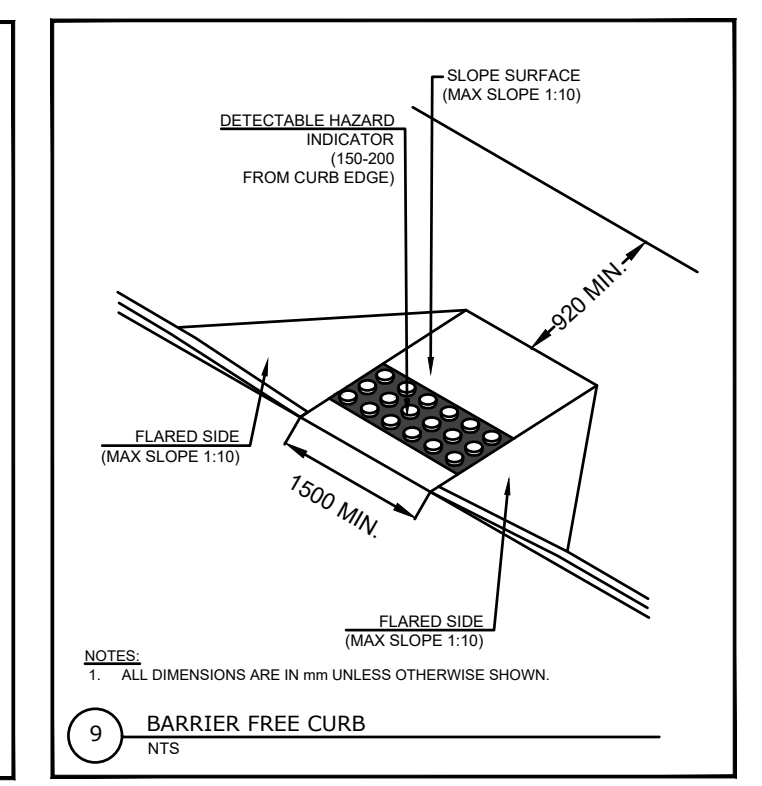
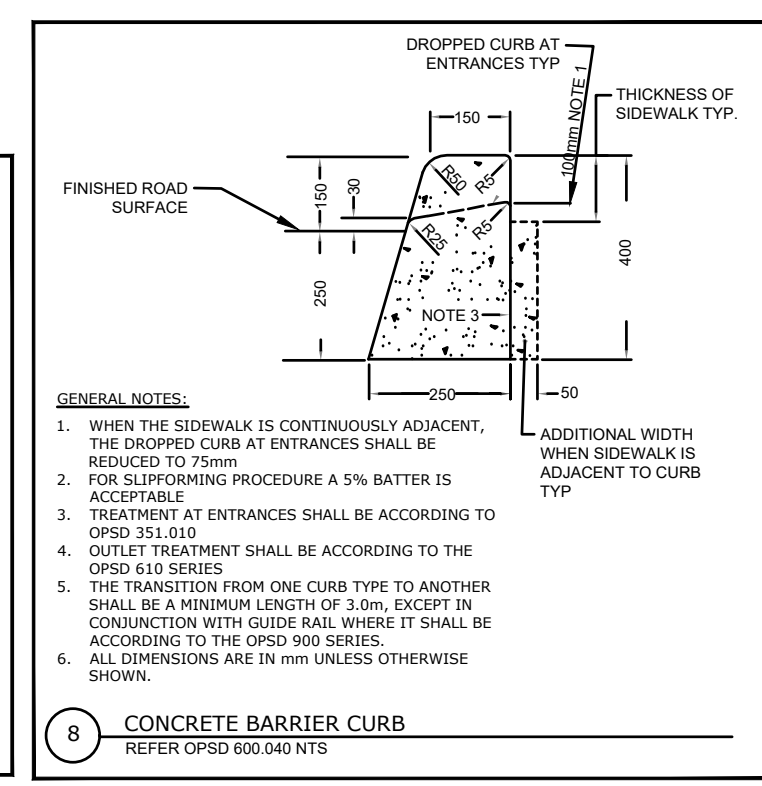
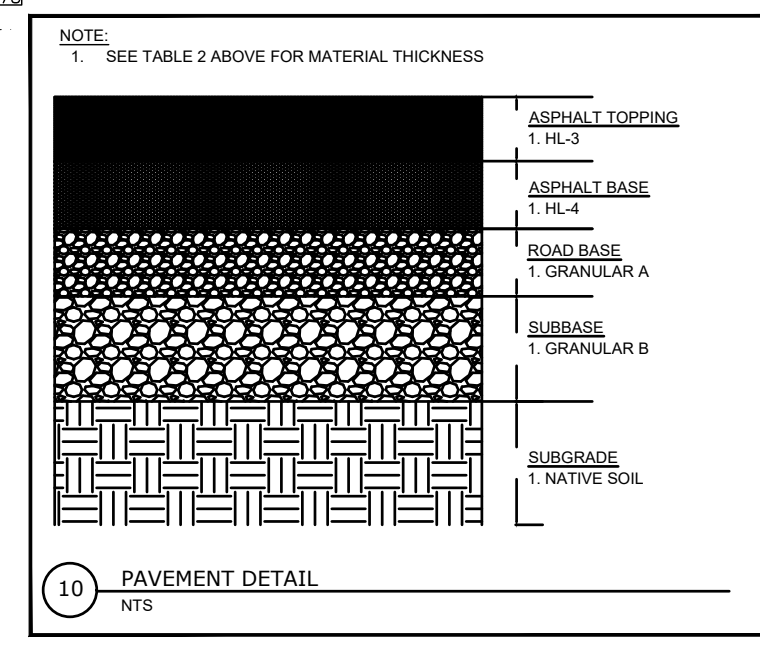
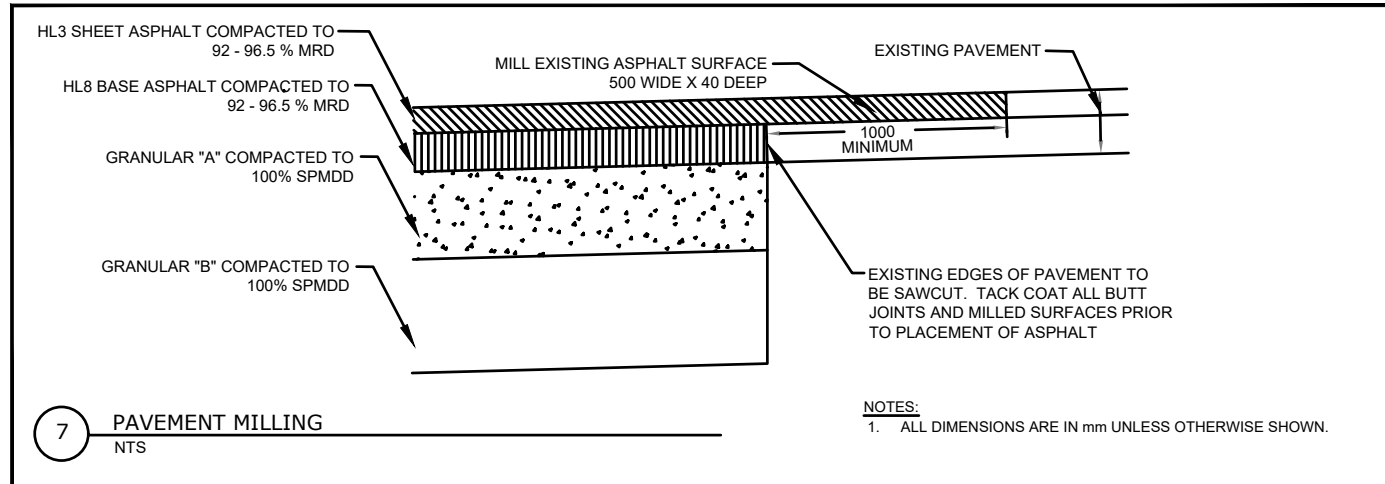
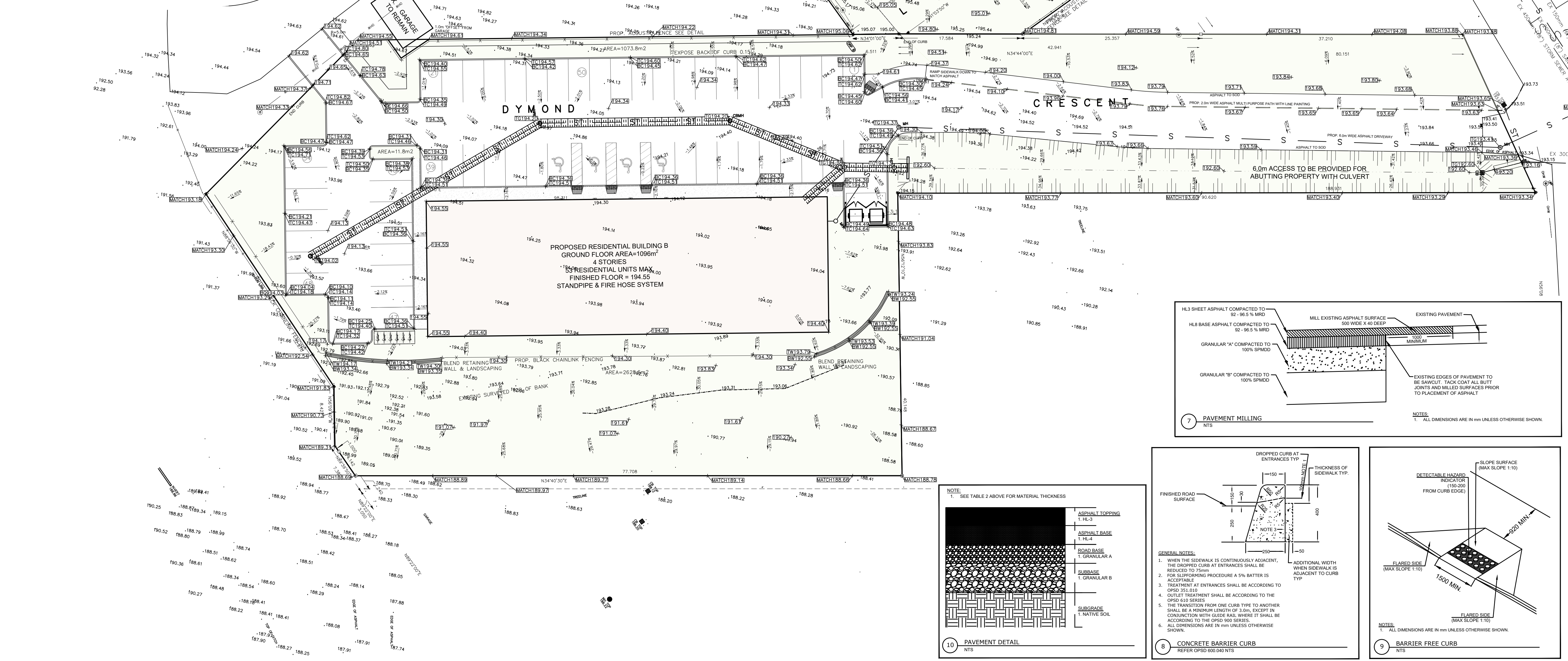
- ASPHALT**
1. HEAVY DUTY ASPHALT SHALL BE LOCATED IN ALL DRIVE AREAS, INCLUDING BUT NOT LIMITED TO THE ENTRANCE/EXIT AND THE ACCESS ISLE BETWEEN ROWS OF PARKING, ETC.
  2. LIGHT DUTY ASPHALT SHALL BE LOCATED IN THE PARKING SPACES.
  3. SEE GEOTECHNICAL REPORT TO CONFIRM PAVEMENT DESIGN.

TABLE 2	SURFACE COURSE HL 3	BINDER COURSE HL 4 OR HL 8	GRAN. BASE "A"	GRAN. SUB-BASE "B"
LIGHT DUTY	40mm	50mm	150mm	450mm
HEAVY DUTY	50mm	60mm	200mm	450mm

- CURBS**
1. CURB CUTS IN SIDEWALK AT ACCESSIBLE PARKING SPACE AND AT EITHER END OF WALKWAY TO BE CONSTRUCTED IN ACCORDANCE WITH OBC STANDARDS.

- CONCRETE (SIDEWALKS & CURBS)**
1. CONCRETE SIDEWALKS TO BE 32 MPA CONCRETE WITH 5-8% AIR ENTRAINMENT AND 150mm THICK.
  2. ALL CONCRETE CURB TO BE CONSTRUCTED OF 32 MPA CONCRETE WITH 5-8% AIR ENTRAINMENT.
  3. THE CONCRETE TRASH ENCLOSURE APRON SHALL BE 200mm THICK OF 32 MPA CONCRETE WITH 5-8% AIR ENTRAINMENT REINFORCED WITH 10M BARS AT 405mm O.C. EACH WAY.
  4. THE CONCRETE DRIVE THRU APPROACH TO BE 32 MPA CONCRETE WITH 5-8% AIR ENTRAINMENT, 200mm THICK WITH 6X6-W2.9X2.9 W.W.M. WITH PREMOULDED BITUMINOUS NON EXTRUDING EXPANSION JOINTS AT 3.05m O.C. COORDINATE DRIVE THRU SLAB WITH DETECTOR LOOPS, SEE PLAN L201.
  5. FULL CONCRETE DRIVE THRU LANE IS REQUIRED.
  6. SEE GEOTECHNICAL REPORT TO CONFIRM PAVEMENT DESIGN DETAILS

- LOT STRIPING**
1. ALL LOT STRIPING TO BE YELLOW REFLECTIVE TRAFFIC PAINT.



**SURVEY SYMBOLS**

- FOUND MONUMENTS
- SET MONUMENTS
- IRON BAR
- STD. IRON BAR
- SSB STD. IRON BAR
- CUT CROSS
- NAIL & WASHER

**STORM, SANITARY, WATER SERVICE SYMBOLS**

- REGISTERED PLAN
- ORIGIN UNKNOWN
- MEASURED
- PROPORTIONED
- WITNESS
- BENCHMARK
- IRON PIPE

**HYDRO SYMBOLS**

- FIRE HYDRANT
- SPRINKLER HEAD
- TEST HOLE
- BOREHOLE
- MONITORING WELL
- CATCH BASIN
- DOUBLE CATCH BASIN
- DITCH INLET CATCH BASIN

**UTILITY SERVICES SYMBOLS**

- GAS VALVE
- GAS MARKER
- UTILITY POLE
- HYDRO POLE
- BELL POLE
- LIGHT STD.
- HYDRO LIGHT STD.

**GRADING SYMBOLS**

- EXISTING GRADE (m)
- PROPOSED GRADE (m)
- SEDIMENT TRAP
- DIRECTION OF SURFACE WATER

**OTHER SYMBOLS**

- FLAG POLE
- DECORATIVE POLE
- BOLLARD
- PILLAR
- GUARD POST
- MAIL BOX
- PARKING METER
- FLOOD LIGHT
- AIR CONDITIONER

**UNDERGROUND SERVICES**

- ST - STORM
- S - SANITARY
- B - BELL / PHONE / CABLE
- P - HYDRO
- G - GAS
- W - WATER

**PROPERTY LINES**

- OVER-HEAD WIRES
- SILT FENCING - LIGHT DUTY
- SILT FENCING - HEAVY DUTY
- SWALE / DIRECTION
- GRADE SLOPE INDICATOR



**KEY PLAN**

REV.	DESCRIPTION	DATE	APPROV BY
3	REVISED FOR MUNICIPAL COMMENTS	2024.05.13	CHM
2	SITE PLAN SUBMISSION 1	2024.03.05	CHM
1	SUBMISSION 1	2023.10.27	CHM
0	INITIAL RELEASE	2023.08.08	--

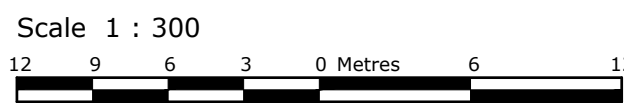
**PROJECT**

**PROPOSED SITE PLAN OF**

ALL OF LOTS 215-222, 228-231, 235-236  
PART OF LOTS 223 & PART OF LANE  
REGISTERED PLAN M-29 N.B.  
GEOGRAPHIC TOWNSHIP OF DYMOND  
DISTRICT OF TIMISKAMING

129 DAVIDSON STREET  
NEW LISKEARD, ONTARIO

CITY FILE NO. NA



**UNITS & CONVERSION**

ALL DIMENSIONS IN METRES.  
(CONVERT TO FEET: DIVIDE BY 0.3048)

**ANTECH DESIGN & ENGINEERING GROUP**  
Engineers and Urban Planners  
25 King Street, Brantford, ON. N3T 3C4  
[www.antechdesign.com](http://www.antechdesign.com)

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CLIENT  
2844371 ONTARIO INC  
1725 THORNTON ROAD NORTH  
OSHAWA, ONTARIO

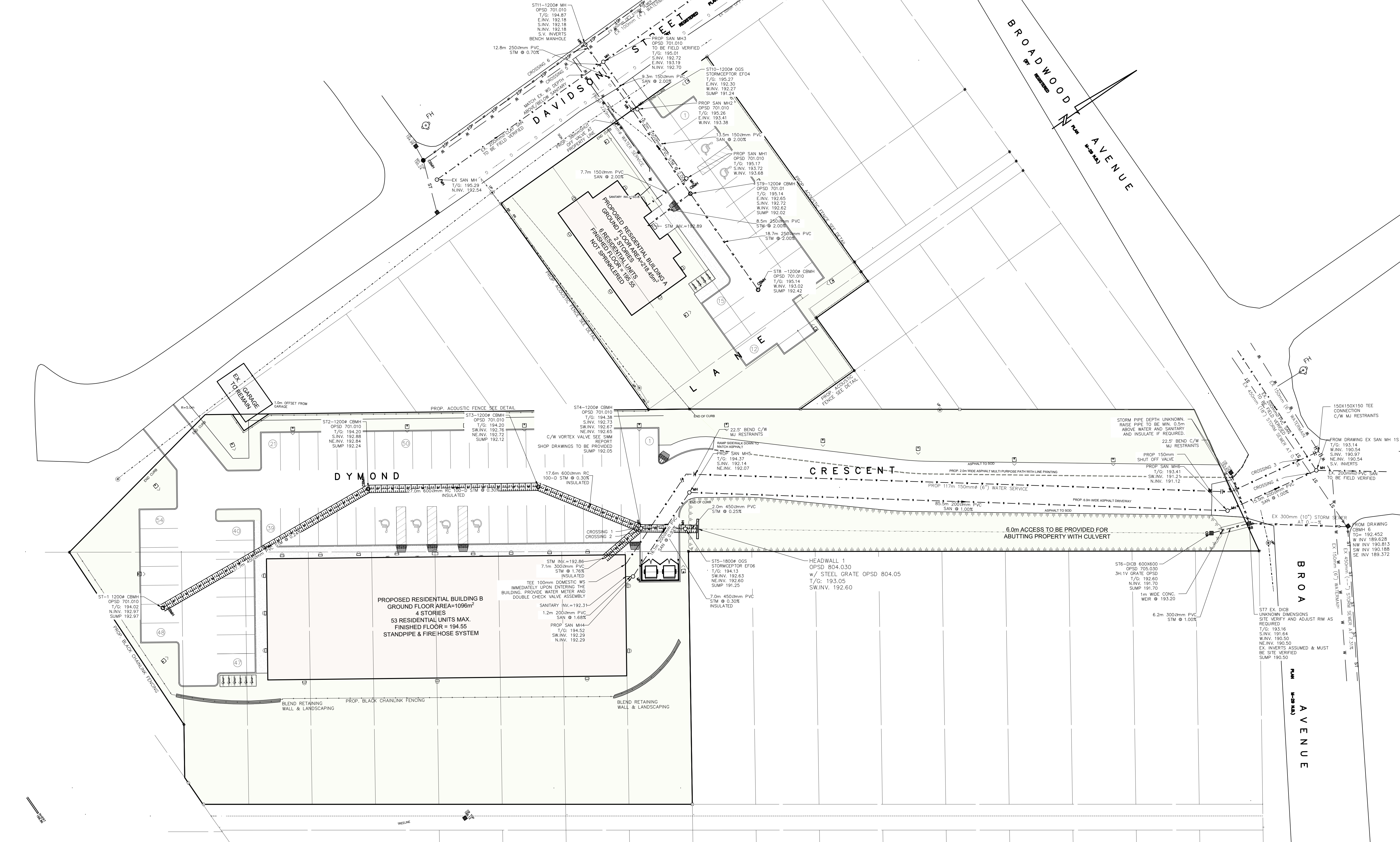
DRAWN:	CHECKED:	DATE:
CHM	JAB	2023.08.08
SHEET:		
GRADING PLAN		
DRAWING NO.		
232602 - C102		
REV.		
3		





Crossing No.	Water elev	Water inv/obv	Storm elev	Storm inv/obv	Sanitary elev	Sanitary inv/obv	Separation
1	192.20	obv.	192.70	inv.	n/a	n/a	0.50
2	n/a	n/a	192.70	inv.	192.40	obv	0.30
3	190.77	inv.	190.27	obv.	n/a	n/a	0.50
4	n/a	n/a	190.26	obv.	190.98	inv.	0.72
5	n/a	n/a	192.45	obv.	192.72	inv.	0.27
6	192.97	inv.	192.43	obv.	n/a	n/a	0.54

NOTE:  
1. EXISTING SERVICE DEPTHS ARE INFERRED FROM THE MUNICIPAL PLAN AND PROFILE DRAWING - BROADWOOD - LAKESHORE TO EDITH AS-CONSTRUCTED 1996. EXISTING LOCATION AND DEPTHS OF SERVICES MUST BE SITE VERIFIED.  
2. MAINTAIN A MINIMUM 0.5m VERTICAL SEPARATION BETWEEN WATER SERVICES AND SEWERS.



KEY PLAN

NOTES

1. SEE NOTES AND DETAILS ON SHEET C202

REV.	DESCRIPTION	DATE	APPROV BY
3	REVISED FOR MUNICIPAL COMMENTS	2024.05.13	CHM
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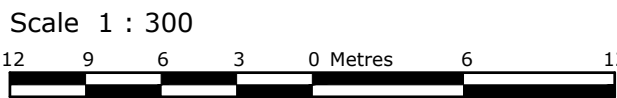
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CLIENT  
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1725 THORNTON ROAD NORTH  
OSHAWA, ONTARIO

DRAWN: CHM  
CHECKED: JAB  
DATE: 2023.08.08

SHEET: SITE SERVICE PLAN  
DRAWING NO. 232602 - C201  
REV. 3

SURVEY SYMBOLS	STORM, SANITARY, WATER SERVICE SYMBOLS	UTILITY SERVICES SYMBOLS	GRADING SYMBOLS	OTHER SYMBOLS
■ FOUND MONUMENTS □ SET MONUMENTS IB IRON BAR SB STD. IRON BAR SSB SHORT STD. IRON BAR CC CUT CROSS N&W NAIL & WASHER	PL REGISTERED PLAN OU ORIGIN UNKNOWN M MEASURED PROP PROPORTIONED WT WITNESS BM BENCHMARK oP IRON PIPE	HYD FIRE HYDRANT IS SPRINKLER HEAD TH TEST HOLE BH BOREHOLE MW MONITORING WELL CUL CULVERT CB CATCH BASIN DBS DOUBLE CATCH BASIN DICB DITCH INLET CATCH BASIN	○ MH-S MANHOLE - SANITARY ○ MH-ST MANHOLE - STORM ○ CBMH CATCH BASIN MANHOLE ○ DBLMB DBL. CATCH BASIN MANHOLE ○ MH-H MANHOLE - HYDRO ○ MH-T MANHOLE - TRAFFIC ○ MH-B MANHOLE - BELL ○ MH-F MANHOLE - FIBER OPTIC ○ MH UN-SPECIFIED	○ FP FLAG POLE ○ DP DECORATIVE POLE ○ BLRD BOLLARD ○ PLR PILLAR ○ GP GUARD POST ○ MB MAIL BOX ○ PMK PARKING METER ○ FL FLOOD LIGHT ○ AC AIR CONDITIONER
	INV = ## PIPE INVERT DIM. ○ W WATER VALVE ○ CS CURB STOP VALVE ○ VC VALVE CHAMBER ○ DRN DRAIN ○ WELL WATER WELL	○ GVS GAS VALVE ○ GMRK GAS MARKER ○ UP UTILITY POLE ○ HP HYDRO POLE ○ BP BELL POLE ○ LS LIGHT STD. ○ HLS HYDRO LIGHT STD.	EXISTING GRADE (m) PROPOSED GRADE (m) SEDIMENT TRAP DIRECTION OF SURFACE WATER	TREELINE TRAFFIC SIGN RAILWAY SIGN SIGN (OTHER) TRAFFIC LIGHT TRAFFIC CONTROL BOX RAILWAY SIGNAL CTRL BOX

UNDERGROUND SERVICES	PROPERTY LINES
ST ST S S B BELL / PHONE / CABLE P P G G W W	STORM SANITARY HYDRO GAS WATER
	OVER-HEAD WIRES SILT FENCING - LIGHT DUTY SILT FENCING - HEAVY DUTY SWALE / DIRECTION GRADE SLOPE INDICATOR C/W SLOPE (MARKER), OVERALL DISTANCE (BELOW)



NOTES

GENERAL

- THESE PLANS ARE NOT FOR CONSTRUCTION UNTIL SIGNED AND SEALED BY ENGINEER AND APPROVED BY THE LOCAL MUNICIPALITY.
- ALL TOPOGRAPHIC & SERVICE INFORMATION COMPILED FROM SURVEY DATA COMPLETED BY SURVEYORS ON SITE INC.
- ALL SERVICES TO BE COORDINATED WITH ARCHITECTURAL DRAWINGS.
- THIS PLAN IS TO BE READ AND UNDERSTOOD IN CONJUNCTION WITH ALL OTHER PLANS AND DOCUMENTS APPLICABLE TO THIS PROJECT
- THESE PLANS ARE TO BE USED FOR SITE SERVICING ONLY; ANY OTHER INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY. THESE PLANS MUST NOT BE USED TO SITE THE PROPOSED BUILDING.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST:
  - CHECK AND VERIFY ALL EXISTING CONDITIONS, LOCATIONS AND ELEVATIONS WHICH INCLUDED BUT IS NOT LIMITED TO THE BENCHMARK ELEVATIONS, EXISTING SERVICE CONNECTIONS AND EXISTING INVERTS. REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO PROCEEDING.
  - OBTAIN ALL UTILITY LOCATED AND REQUIRED PERMITS AND LICENSES VERIFY THAT THE FINISHED FLOOR ELEVATIONS AND / OR BASEMENT FLOOR ELEVATIONS (WHICHEVER MAY APPEAR ON THE FACE OF THIS PLAN) COMPLY WITH THE FINAL ARCHITECTURAL DRAWINGS.
  - CONFIRM ALL DRAWINGS USED FOR CONSTRUCTION ARE THE MOST RECENT REVISIONS.
- THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE TO EXISTING WORKS.
- THE CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ALL DAMAGED AND/OR DISTURBED PROPERTY WITHIN THE TO THE LOCAL AUTHORITIES STANDARDS.
- IF, FOR UNFORESEEN REASONS, THE OWNER AND/OR THEIR REPRESENTATIVE MUST ENCROACH ONTO PRIVATE LANDS TO UNDERTAKE ANY WORKS, THEY MUST OBTAIN WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNER'S PRIOR TO ENTERING UPON THE PRIVATE PROPERTY TO PERFORM ANY WORKS. COPIES OF THESE LETTERS OF CONSENT MUST BE SUBMITTED TO INFRASTRUCTURE SERVICES - ENGINEERING DEVELOPMENT DIVISION, PRIOR TO ANY WORK BEING PERFORMED. FAILURE TO COMPLY WITH THE ABOVE IS AT THE PROPERTY OWNERS OWN RISK.
- ALL WORK WITHIN THE MUNICIPAL OR REGIONAL RIGHT-OF-WAY MUST GO THROUGH THE LOCAL AUTHORITIES OFF-SITE WORKS PROCESS AND MUST BE COMPLETED BY A DEVELOPMENT SELECTED CONTRACTOR SOLELY AT THE DEVELOPER'S EXPENSE.
- ALL ABANDONED SERVICES TO BE REMOVED.
- A MINIMUM SLOPE OF 0.5% IS REQUIRED ON ALL NEW SERVICES.
- IF A MINIMUM OF 1.5m COVER ON THE STORM SEWER CANNOT BE ACHIEVED, THE SEWER IS TO BE INSULATED IN ACCORDANCE WITH STANDARD PRACTICES.
- NO CHANGES ARE TO BE MADE WITHOUT THE APPROVAL OF THE ENGINEER.
- ALL WORKS ON A MUNICIPAL RIGHT-OF-WAY WITH THE EXCEPTION OF WATERMAIN TAPPING, TO BE INSTALLED AT THE OWNER'S EXPENSE IN ACCORDANCE WITH THE CITY OF TEMISKAMING SHORES PROCEDURES FOR OFF-SITE WORKS BY A PRIVATE CONTRACTOR. THE OWNER AND THE CONTRACTOR ARE TO ENSURE THAT AN OFF-SITE WORKS PERMIT IS IN PLACE PRIOR TO CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR THE RESTORATION OF ALL AFFECTED PROPERTY TO ORIGINAL CONDITION. ALL BOULEVARD AREAS SHALL BE RESTORED WITH 150mm TOPSOIL AND 500.0.
- ALL UNDERGROUND SERVICES ARE TO BE CONSTRUCTED IN FULL COMPLIANCE WITH THE RELEVANT SECTIONS OF THE ONTARIO PROVINCIAL BUILDING CODE, THE ONTARIO PROVINCIAL STANDARDS SPECIFICATIONS (OPSS) AND LOCAL REQUIREMENTS; WHICH CODES AND REGULATIONS SHALL SUPERSEDE ALL OTHERS.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORKS TO ARRANGE FOR INSPECTIONS. THE ENGINEER IS TO DETERMINE THE DEGREE OF INSPECTION AND TESTING REQUIRED FOR CERTIFICATION OF THE UNDERGROUND SERVICE INSTALLATION AS MANDATED BY THE ONTARIO BUILDING CODE, DIVISION C, PART 1, SECTION 1.2.2, GENERAL REVIEW. FAILURE TO NOTIFY THE ENGINEER WILL RESULT IN EXTENSIVE POST CONSTRUCTION INSPECTIONS AT THE CONTRACTORS EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC AND SAFETY MEASURES DURING THE CONSTRUCTION PERIODS INCLUDING THE SUPPLY, INSTALLATION AND REMOVAL OF ALL NECESSARY SIGNALS, DELINEATOR MARKERS AND BARRIERS. ALL SIGNS, ETC. SHALL CONFORM TO THE STANDARDS OF THE CITY OF TEMISKAMING SHORES AND THE MTO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR IS TO MAINTAIN A "CONFINED TRENCH CONDITION" IN ALL SEWER AND SERVICE TRENCHES.
- FOLLOWING THE COMPLETION OF PROPOSED WORKS AND PRIOR TO OCCUPANCY INSPECTION, ALL STORM AND SANITARY SEWERS SHALL BE FLUSHED, AND ALL CATCHBASINS AND CATCHBASIN MANHOLE PUMPS ARE TO BE CLEANED OF DEBRIS AND SILT.

STORM SEWERS

- FACTORY FABRICATED WYES SHALL BE USED FOR ALL SERVICE CONNECTIONS.
- MANHOLES AND MANHOLE CATCHBASINS TO BE 1200mm DIAMETER PRECAST WITH ALUMINUM STEPS AT 300mm CENTRES AS PER OPSD 701.010 UNLESS OTHERWISE SPECIFIED.
- MANHOLES TO BE BENCHED PER OPSD 701.021
- MANHOLE AND CATCHBASIN, FRAMES, GRATES, CASTING AND LIDS TO BE QUALITY GREY IRON ASTM A48 CLASS 30B, UNLESS OTHERWISE STATED.
- STORM MANHOLE LIDS TO BE PER OPSD 401.010 - TYPE "B".
- CATCHBASIN AND CATCHBASIN MANHOLE GRATES TO BE PER OPSD 400.100
- DITCH INLET CATCHBASIN GRATES TO BE PER OPSD 403.010
- UNDER NO CIRCUMSTANCES SHALL THE BUILDING FOUNDATION DRAINS BE CONNECTED DIRECTLY TO THE STORM SEWER SYSTEM.
- STORM SEWERS TO BE REINFORCED CONCRETE (RC) WITH PIPE STRENGTH CLASS AS SPECIFIED ON THE PLAN.
- ALL STORM SEWERS TO HAVE 100mm RIGID INSULATION WITH MIN. COMPRESSIVE STRENGTH OF 275 kPa.

WATERMAINS

- PIPE BEDDING FOR RIGID PIPE TO BE CLASS "B" AS PER OPSD 802.030 PIPE BEDDING FOR FLEXIBLE PIPE TO BE AS PER OPSD 802.010. THE BEDDING MATERIAL AND COVER MATERIAL TO BE GRANULAR "A". TRENCH BACKFILL TO BE NATIVE MATERIAL REPLACED IN 300mm LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- WATERMAINS 100mm AND LARGER SHALL BE PVC C900 CLASS 150 INSTALLED WITH A MINIMUM OF 1.85m OF COVER. FITTINGS 100mm AND LARGER SHALL BE PC CLASS 150 (DR18) CSA B13.7.3
- WATERMAIN FITTINGS ARE TO BE SUPPLIED WITH MECHANICAL JOINT RESTRAINTS. FOR WATERMAIN PIPE SIZES 150mm DIAMETER OR LESS, ALL PIPE JOINTS TO BE RESTRAINED WITHIN 5.0m FROM ALL FITTINGS IN EACH DIRECTION UNLESS OTHERWISE ON THE CONTRACT DRAWINGS. FOR WATERMAIN PIPE SIZES GREATER THAN 150mm DIAMETER, ALL PIPE JOINTS TO BE RESTRAINED WITHIN 10.0m FROM ALL FITTINGS IN EACH DIRECTION UNLESS OTHERWISE ON THE CONTRACT DRAWINGS. ALL TEES TO HAVE A MINIMUM 2.0m SOLID PIPE LENGTH ON EACH RUN OF THE TEE, OR PROVIDE A THRUST BLOCK PER OPSD 1103.010.
- ALL METALLIC FITTINGS (EXCLUDING CURB/MAIN STOP AND BRASS FITTINGS) AND APPURTENANCES INCLUDING SADDLES, VALVES, TEES, BENDS, ETC. ARE TO BE WRAPOPPED WITH AN APPROVED PETROLATUM SYSTEM CONSISTING OF PASTE, MASTIC, AND TAPE. PARTICULAR ATTENTION SHALL BE PAID TO ANODE INSTALLATION. CONTRACTOR TO REFER TO THE MOST RECENT EDITION OF THE LOCAL DESIGN GUIDELINES AND SUPPLEMENTAL SPECIFICATIONS FOR MUNICIPAL SERVICES.
- WATERMAIN VALVES 100mm AND LARGER SHALL BE AS PER AWWA C509 - MUELLER A2360-23 OR APPROVED EQUIVALENT (OPEN LEFT) INCLUDING VALVE BOX.
- CATHODIC PROTECTION SHALL BE PROVIDED FOR ALL METALLIC WATERMAIN FITTINGS, APPURTENANCES, FIRE HYDRANTS AND SERVICES 38 MM AND LARGER WITH 1.1 KG ZINC ANODES AND ALL WATER SERVICE CONNECTIONS <38 MM WITH 5.5 KG ANODES.
- PVC WATERMAIN SHALL HAVE TWO STRANDED COPPER AWG8 TRACER WIRE STRAPPED TO TOP AT 3m INTERVALS. TRACER WIRE SHALL BE BROUGHT TO THE SURFACE AT ALL HYDRANTS AND INSTALLED INSIDE A EST BOX BEHIND THE HYDRANT.
- MAIN STOPS, CURB STOPS, AND COUPLINGS SHALL BE AWWA C-800 COPPER TO COPPER FLANGED OR COMPRESSION CONNECTION OR APPROVED EQUIVALENT.
- SERVICE BOXES TO BE FERGUSON ECLIPSE TYPE FIGURE 222 SIZE NO. 9 OR APPROVED EQUIVALENT COMPLETE WITH ROD AND PLUG.
- ALL WATERMAINS AND SERVICES TO HAVE A MINIMUM 1.85m COVER ON THE TOP OF THE PIPE. WHERE COVER TO THE TOP OF THE PIPE IS DEFICIENT THE PIPE SHALL BE INSULATED AS REQUIRED.
- ALL WATERMAINS ARE TO BE PRESSURE TESTED AND SHALL BE A MINIMUM OF 200psi.
- DISINFECT ALL WATERMAINS IN ACCORDANCE WITH AWWA C 651-99 INCLUDING CHLORINATION, BACKFLOW PREVENTER, AND 24 HOUR DUPLICATE SAMPLING. ALL TESTING AND DISINFECTION TO BE COMPLETED UNDER THE SUPERVISION OF THE ENGINEER. THE CONTRACTOR IS TO SUBMIT THE WATER COMMISSIONING PLAN IN ACCORDANCE WITH THE CITY OF BRANTFORD. THIS PLAN MUST BE APPROVED BY THE LOCAL AUTHORITIES PRIOR TO ANY WATERMAIN WORK.
- PRIOR TO OCCUPANCY, CONTRACTOR MUST COMMISSION FIRE FLOW TEST FOR PRIVATE ON-SITE HYDRANT. PROVIDE RESULT TO ENGINEER.
- THE DEVELOPMENT MUST BE METERED DURING CONSTRUCTION AND THE CURRENT FEE PER CUBIC METER FOR THE QUANTITY OF WATER USED MUST BE PAID.
- WHERE PVC OR PVCO IS TO BE USED, A PRIVATE CONTRACTOR MUST CERTIFY THAT TRACER WIRES HAVE BEEN INSTALLED IN ACCORDANCE WITH THE CITY'S LINEAR DESIGN & CONSTRUCTION MANUAL. THE OWNER WILL BE REQUIRED TO SUBMIT A REPORT, INCLUDING DRAWINGS, CONFIRMING THAT THE TRACER WIRES WERE INSTALLED AND WORKING AS INTENDING.
- PVC DR18 PIPE FOR WATERMAINS SHALL BE DELIVERED TO SITE WITH ENDS CAPPED AND FACTORY SEALED. THE PIPE WILL BE REJECTED IF IT IS NOT FACTORY SEALED. THE CONTRACTOR IS TO ENSURE CAPS REMAIN ON THE PIPE UNTIL THE TIME OF INSTALLATION.
- PVC DR18 PIPE FOR WATERMAINS SHALL BE DELIVERED TO SITE WITH ENDS CAPPED AND FACTORY SEALED. THE PIPE WILL BE REJECTED IF IT IS NOT FACTORY SEALED. THE CONTRACTOR IS TO ENSURE CAPS REMAIN ON THE PIPE UNTIL THE TIME OF INSTALLATION.
- THE BENDING OF PVC WATERMAINS WILL NOT BE PERMITTED. DEFLECTION OF PVC WATERMAINS WILL BE PERMITTED TO A MAXIMUM OF ONE DEGREE PER JOINT. JOINTS SHALL BE DEFLECTED EQUALLY.

GAS

- NEW GAS SERVICE TO BE INSTALLED AS PER PLANS.

SANITARY SEWERS

- SANITARY SERVICE TO BE INSTALLED AS PER PLANS
- MINIMUM SEPARATION TO BE MAINTAINED BETWEEN STORM, SANITARY AND WATER SERVICES AS PER LOCAL REGULATIONS AND THE ONTARIO BUILDING CODE.

ROOF DRAINS

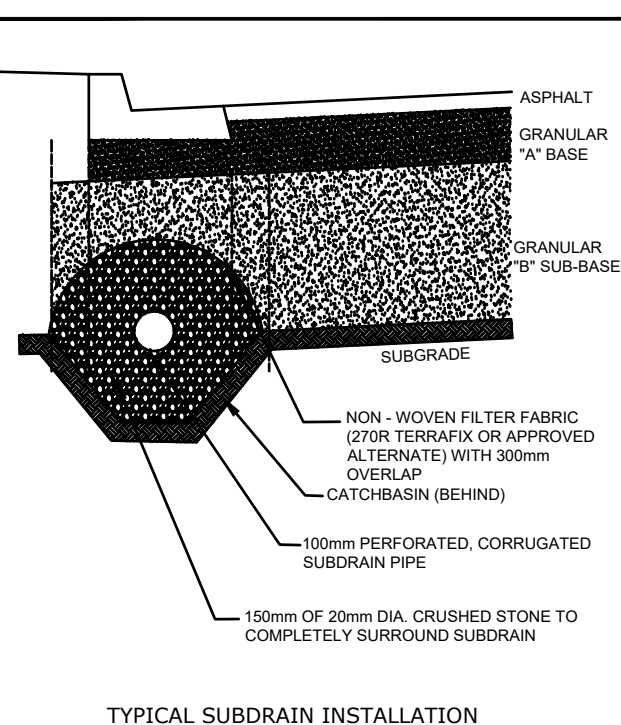
- ROOF DRAINS TO BE TIED INTO CATCH BASIN AS INDICATED ON PLAN.
- FLOW CONTROL ROOF DRAINS TO BE AS SPECIFIED ON THE PLUMBING AND DRAINAGE PLANS.

ELECTRICAL SERVICE

- ELECTRICAL SERVICE TO BE CONNECTED AS PER REQUIREMENTS FROM LOCAL HYDRO COMPANY.

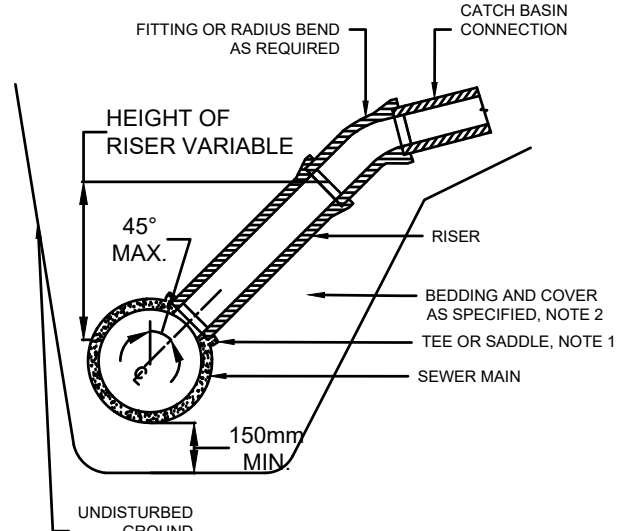
FIRE HYDRANT

- A NEW FIRE HYDRANT TO BE INSTALLED TO STANDARDS.
- HYDRANTS SHALL BE CANADIAN VALVE "CENTURY" OR APPROVED EQUIVALENT WITH 2-64mm HOSE CONNECTIONS INCLUDING 5.5kg ANODE.



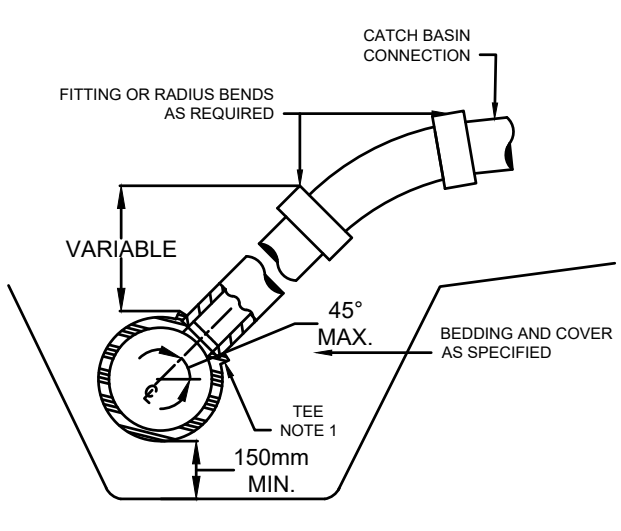
11 TYPICAL SUBDRAIN INSTALLATION  
DETAIL AT CB, DCB, C/CB'S  
NTS

- NOTES:
- FOR SEWERS SMALLER THAN 450mm DIAMETER, CONNECTIONS SHALL BE MADE USING APPROVED FACTORY MADE TEES. FOR ALL OTHER SIZES, EITHER FACTORY MADE TEES OR APPROVED SADDLES MAY BE USED.
  - RISER BEDDING SHALL HAVE A MINIMUM WIDTH OF CATCH BASIN CONNECTION OUTSIDE DIAMETER PLUS 600mm.
  - APPROVED CUT-IN TOOL SHALL BE USED FOR FIELD INSTALLED TEES AND SADDLES.
  - MAINTENANCE HOLES SHALL BE USED AT THE MAIN SEWER TO CONNECT CATCH BASIN CONNECTIONS GREATER THAN 300mm.
  - ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN.

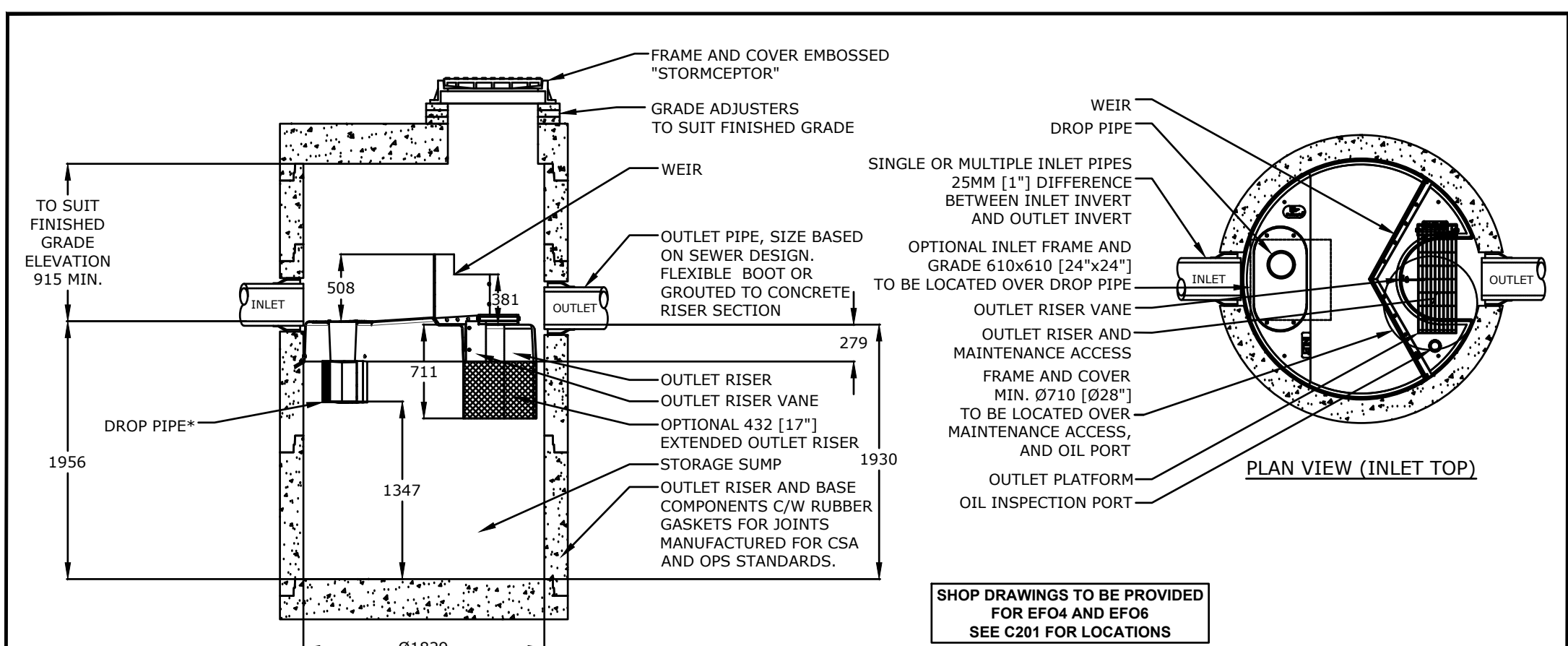


12 CATCH BASIN CONNECTION  
RIGID MAIN PIPE SEWER  
REFERENCE OPSD 708.010 NTS

- NOTES:
- FOR CATCH BASIN CONNECTIONS 300mm IN DIAMETER OR LESS, FACTORY MADE TEES SHALL BE USED.
  - FOR CATCH BASIN CONNECTIONS GREATER THAN 300mm, MAINTENANCE HOLES SHALL BE USED AT THE MAIN SEWER.
  - ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN.



13 CATCH BASIN CONNECTION  
FLEXIBLE MAIN PIPE SEWER  
REFERENCE OPSD 708.030 NTS



- GENERAL NOTES:
- \* MAXIMUM SURFACE LOADING RATE (SLR) INTO LOWER CHAMBER THROUGH DROP PIPE IS 1135 L/min/m<sup>2</sup> (27.9 gpm/ft<sup>2</sup>) FOR STORMCEPTOR EF6 AND 535 L/min/m<sup>2</sup> (13.1 gpm/ft<sup>2</sup>) FOR STORMCEPTOR EF04 (OIL CAPTURE CONFIGURATION).
  - 1. ALL DIMENSIONS INDICATED ARE IN MILLIMETERS (INCHES) UNLESS OTHERWISE SPECIFIED.
  - 2. STORMCEPTOR STRUCTURE INLET AND OUTLET PIPE SIZE AND ORIENTATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
  - 3. UNLESS OTHERWISE NOTED, BYPASS INFRASTRUCTURE, SUCH AS ALL UPSTREAM DIVERSION STRUCTURES, CONNECTING STRUCTURES, OR PIPE CONDUITS CONNECTING TO COMPLETE THE STORMCEPTOR SYSTEM SHALL BE PROVIDED AND ADDRESSED SEPARATELY.
  - 4. DRAWING FOR INFORMATION PURPOSES ONLY. REFER TO ENGINEER'S SITE/UTILITY PLAN FOR STRUCTURE ORIENTATION.
  - 5. NO PRODUCT SUBSTITUTIONS SHALL BE ACCEPTED UNLESS SUBMITTED 10 DAYS PRIOR TO PROJECT BID DATE, OR AS DIRECTED BY THE ENGINEER OF RECORD.

INSTALLATION NOTES

- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
- CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE STRUCTURE (LIFTING CLUTCHES PROVIDED).
- CONTRACTOR WILL INSTALL AND LEVEL THE STRUCTURE, SEALING THE JOINTS, LINE ENTRY AND EXIT POINTS (NON-SHRINK GROUT WITH APPROVED WATERSTOP OR FLEXIBLE BOOT).
- CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT THE DEVEIC FROM CONSTRUCTION-RELATED EROSION RUNOFF.
- DEVICE ACTIVATION, BY CONTRACTOR, SHALL OCCUR ONLY AFTER SITE HAS BEEN STABILIZED AND THE STORMCEPTOR UNIT IS CLEAN AND FREE OF DEBRIS.

14 IMBRIUM STORMCEPTOR DETAIL  
NTS

STORM SEWER DATA

STRUCTURE NAME:	DESCRIPTION	TOP OF GRATE	DETAILS:	PIPES IN:	PIPES OUT:
HEADWALL 1	OPSD 804.030 w/ STEEL GRATE OPSD 804.05	193.05	SW. INV. IN = 192.60	SW. INV: 450mmØ PVC @ 0.2%	
ST-1 1200Ø CBMH	OPSD 701.010	194.02	N. INV OUT = 192.97		N. INV: 450 mm PVC @ 0.2%
ST2-1200Ø CBMH	OPSD 701.010	194.20	S. INV. IN = 192.88 NE. INV OUT = 192.84	S. INV: 450mmØ PVC @ 0.2%	NE. INV: 600 mm RC 100-D @ 0.3%
ST3-1200Ø CBMH	OPSD 701.010	194.20	SW. INV. IN = 192.76 NE. INV OUT = 192.72	SW. INV: 600mmØ RC 100-D @ 0.3%	NE. INV: 600 mm RC 100-D @ 0.3%
ST4-1200Ø CBMH	OPSD 701.010	194.38	S. INV. IN = 192.73 SW. INV. IN = 192.67 NE. INV OUT = 192.65	S. INV: 300mmØ PVC @ 1.8% SW. INV: 600mmØ RC 100-D @ 0.3%	NE. INV: 450 mm PVC @ 0.3%
ST5-1800Ø OGS	STORMCEPTOR EF06	194.13	SW. INV. IN = 192.63 NE. INV OUT = 192.60	SW. INV: 450mmØ PVC @ 0.3%	NE. INV: 450 mm PVC @ 0.2%
ST6-DICB 600x600	OPSD 705.030 3H:1V GRATE OPSD	192.60	N. INV OUT = 191.70		N. INV: 300 mm PVC @ 1.0%
ST7 EX. DICB	UNKNOWN DIMENSIONS SITE VERIFY AND ADJUST RIM AS REQUIRED	193.16	S. INV. IN = 191.64 W. INV. IN = 190.50 NE. INV OUT = 190.50	S. INV: 300mmØ PVC @ 1.0% W. INV: 300mmØ UNKNOWN MAT'L @ 2.0%	NE. INV: 300 mm UNKNOWN MAT'L @ 2.0%
ST8 -1200Ø CBMH	OPSD 701.010	195.14	W. INV OUT = 193.02		W. INV: 250 mm PVC @ 2.0%
ST9-1200Ø CBMH	OPSD 701.01	195.14	E. INV. IN = 192.65 S. INV. IN = 192.72 W. INV OUT = 192.62	E. INV: 250mmØ PVC @ 2.0% S. INV: 250mmØ PVC @ 2.0%	W. INV: 250 mm PVC @ 2.0%
ST10-1200Ø OGS	STORMCEPTOR EF04	195.27	E. INV. IN = 192.30 W. INV OUT = 192.27	E. INV: 250mmØ PVC @ 2.0%	W. INV: 250 mm PVC @ 0.7%
ST11-1200Ø MH	OPSD 701.010	194.87	E. INV. IN = 192.18 S. INV. IN = 192.18 N. INV OUT = 192.18	E. INV: 250mmØ PVC @ 0.7% S. INV: 250mmØ UNKNOWN MAT'L @ 0.7%	N. INV: 250 mm UNKNOWN MAT'L @ 0.7%

SANITARY SEWER DATA

STRUCTURE NAME:	DESCRIPTION	TOP OF GRATE	DETAILS:	PIPES IN:	PIPES OUT:
EX SAN MH 1	TO BE FIELD VERIFIED	195.29	N. INV OUT = 192.54		N. INV: 200 mm CLAY @ 0.6%
PROP SAN MH2	OPSD 701.010	195.26	E. INV. IN = 193.41 W. INV OUT = 193.38	E. INV: 150mmØ PVC @ 2.0%	W. INV: 150 mm PVC @ 2.0%
PROP SAN MH1	OPSD 701.010	195.17	S. INV. IN = 193.72 W. INV OUT = 193.68	S. INV: 150mmØ PVC @ 2.0%	W. INV: 150 mm PVC @ 2.0%
PROP SAN MH3	OPSD 701.010 TO BE FIELD VERIFIED	195.01	S. INV. IN = 192.72 E. INV. IN = 193.19 N. INV OUT = 192.70	S. INV: 200mmØ CLAY @ 0.6% E. INV: 150mmØ PVC @ 2.0%	N. INV: 200 mm CLAY @ 354.6%
EX SAN MH2	TO BE FIELD VERIFIED	194.79	S. INV. IN = -0.10	S. INV: 200mmØ CLAY @ 354.6%	
PROP SAN MH4	OPSD 701.010	194.52	SW. INV. IN = 192.29 N. INV OUT = 192.29	SW. INV: 200mmØ PVC @ 1.7%	N. INV: 200 mm PVC @ 0.9%
PROP SAN MH5	OPSD 701.010	194.37	S. INV. IN = 192.14 NE. INV OUT = 192.07	S. INV: 200mmØ PVC @ 0.9%	NE. INV: 200 mm PVC @ 1.0%
PROP SAN MH6	OPSD 701.010	193.41	SW. INV. IN = 191.21 N. INV OUT = 191.12	SW. INV: 200mmØ PVC @ 1.0%	N. INV: 200 mm PVC @ 1.0%
FROM DRAWING EX SAN MH 1s	TO BE FIELD VERIFIED	193.14	W. INV. IN = 190.54 S. INV. IN = 190.97 NE. INV OUT = 190.54	W. INV: 200mmØ PVC @ 0.5% S. INV: 200mmØ PVC @ 1.0%	NE. INV: 200 mm PVC @ 1714.2%



KEY PLAN

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1	SUBMISSION 1	2023.10.27	CHM
0	INITIAL RELEASE	2023.08.08	--

PROJECT

PROPOSED SITE PLAN OF

ALL OF LOTS 215-222, 228-231, 235-236  
PART OF LOTS 223 & PART OF LANE  
REGISTERED PLAN M-29 N.B.  
GEOGRAPHIC TOWNSHIP OF DYMOND  
DISTRICT OF TIMISKAMING

129 DAVIDSON STREET  
NEW LISKEARD, ONTARIO

CITY FILE NO. NA

UNITS & CONVERSION

ALL DIMENSIONS IN METRES.  
(CONVERT TO FEET: DIVIDE BY 0.3048)

ANTECH DESIGN & ENGINEERING GROUP

Engineers and Urban Planners

25 King Street, Brantford, ON. N3T 3C4

[www.antechdesign.com](http://www.antechdesign.com)

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CLIENT

2844371 ONTARIO INC  
1725 THORNTON ROAD NORTH  
OSHAWA, ONTARIO



DRAWN: CHM  
CHECKED: JAB  
DATE: 2023.08.08

SHEET:

SITE SERVICE DETAILS

DRAWING NO.

232602 - C202

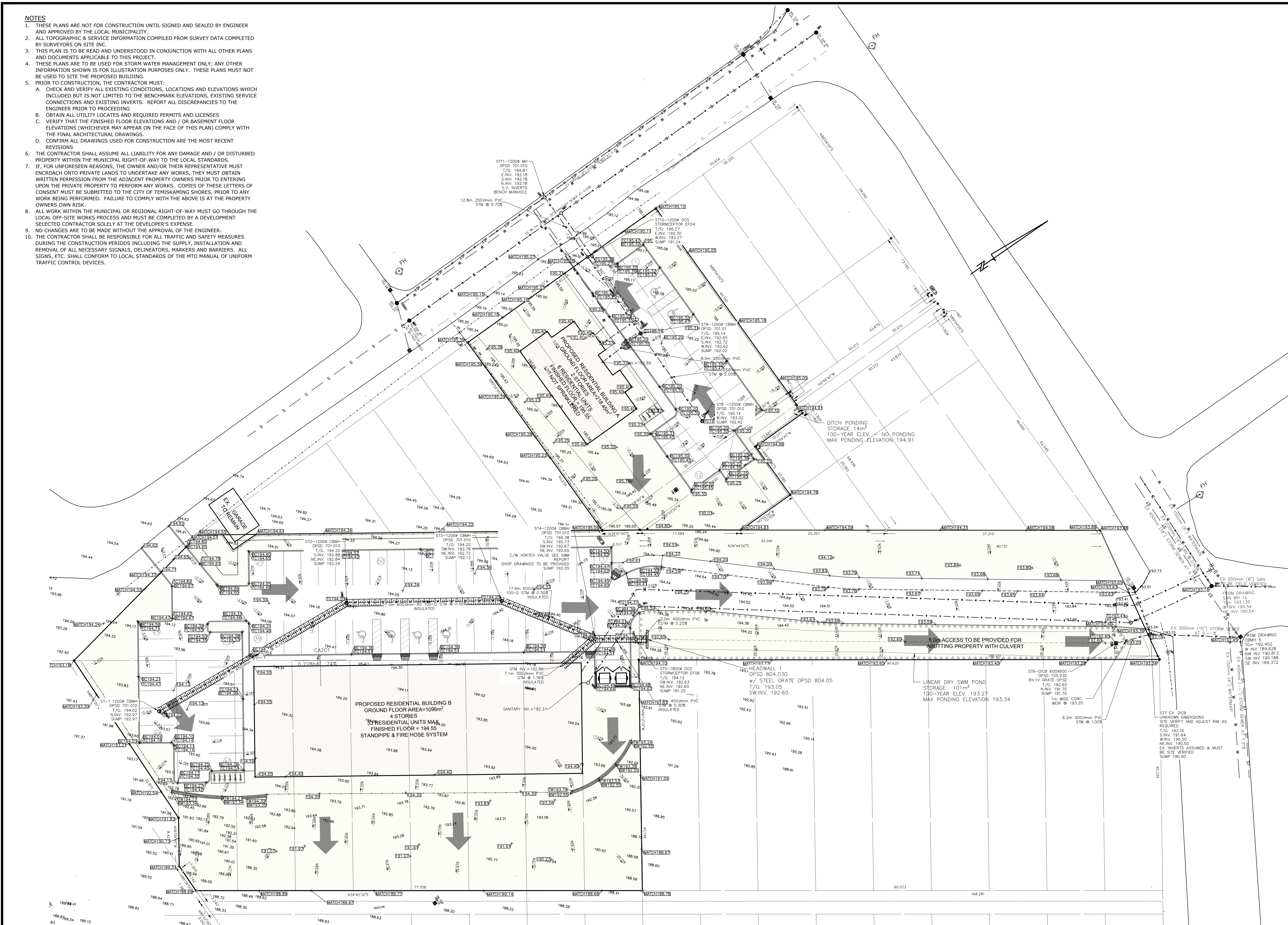
REV.

3



NOTES

1. THESE PLANS ARE NOT FOR CONSTRUCTION UNTIL SIGNED AND SEALED BY ENGINEER AND APPROVED BY THE LOCAL MUNICIPALITY.
2. ALL TOPOGRAPHIC & SERVICE INFORMATION COMPILED FROM SURVEY DATA COMPLETED BY SURVEYORS ON SITE INC.
3. THIS PLAN IS TO BE READ AND UNDERSTOOD IN CONJUNCTION WITH ALL OTHER PLANS AND DOCUMENTS APPLICABLE TO THIS PROJECT.
4. THESE PLANS ARE TO BE USED FOR STORM WATER MANAGEMENT ONLY; ANY OTHER INFORMATION SHOWN IS FOR ILLUSTRATION PURPOSES ONLY. THESE PLANS MUST NOT BE USED TO SITE THE PROPOSED BUILDING.
5. PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST:
  - A. CHECK AND VERIFY ALL EXISTING CONDITIONS, LOCATIONS AND ELEVATIONS WHICH INCLUDED BUT IS NOT LIMITED TO THE BENCHMARK ELEVATIONS, EXISTING SERVICE CONNECTIONS AND EXISTING INVERTS. REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO PROCEEDING
  - B. OBTAIN ALL UTILITY LOCATES AND REQUIRED PERMITS AND LICENSES
  - C. VERIFY THAT THE FINISHED FLOOR ELEVATIONS AND / OR BASEMENT FLOOR ELEVATIONS (WHICHEVER MAY APPEAR ON THE FACE OF THIS PLAN) COMPLY WITH THE FINAL ARCHITECTURAL DRAWINGS.
  - D. CONFIRM ALL DRAWINGS USED FOR CONSTRUCTION ARE THE MOST RECENT REVISIONS
6. THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR ANY DAMAGE AND / OR DISTURBED PROPERTY WITHIN THE MUNICIPAL RIGHT-OF-WAY TO THE LOCAL STANDARDS.
7. IF, FOR UNFORESEEN REASONS, THE OWNER AND/OR THEIR REPRESENTATIVE MUST ENCROACH ONTO PRIVATE LANDS TO UNDERTAKE ANY WORKS, THEY MUST OBTAIN WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNERS PRIOR TO ENTERING UPON THE PRIVATE PROPERTY TO PERFORM ANY WORKS. COPIES OF THESE LETTERS OF CONSENT MUST BE SUBMITTED TO THE CITY OF TIMISKAMING SHORES, PRIOR TO ANY WORK BEING PERFORMED. FAILURE TO COMPLY WITH THE ABOVE IS AT THE PROPERTY OWNERS OWN RISK.
8. ALL WORK WITHIN THE MUNICIPAL OR REGIONAL RIGHT-OF-WAY MUST GO THROUGH THE LOCAL OFF-SITE WORKS PROCESS AND MUST BE COMPLETED BY A DEVELOPMENT SELECTED CONTRACTOR SOLELY AT THE DEVELOPER'S EXPENSE.
9. NO CHANGES ARE TO BE MADE WITHOUT THE APPROVAL OF THE ENGINEER.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC AND SAFETY MEASURES DURING THE CONSTRUCTION PERIODS INCLUDING THE SUPPLY, INSTALLATION AND REMOVAL OF ALL NECESSARY SIGNALS, DELINEATORS, MARKERS AND BARRIERS. ALL SIGNS, ETC. SHALL CONFORM TO LOCAL STANDARDS OF THE MTO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.



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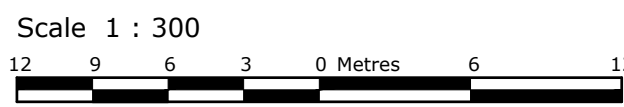
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CLIENT  
**2844371 ONTARIO INC**  
**1725 THORNTON ROAD NORTH**  
**OSHAWA, ONTARIO**

DRAWN:	CHECKED:	DATE:
CHM	JAB	2023.08.08
SHEET:	STORM WATER MANAGEMENT PLAN	
DRAWING NO.	232602 - C301	REV. 3

SURVEY SYMBOLS

■ FOUND MONUMENTS	PL REGISTERED PLAN
□ SET MONUMENTS	OU ORIGIN UNKNOWN
IB IRON BAR	M MEASURED
SB STD. IRON BAR	PROP PROPORTIONED
SSB SHORT STD. IRON BAR	WT WITNESS
CL CUT CROSS	BM BENCHMARK
N&W NAIL & WASHER	OP IRON PIPE

STORM, SANITARY, WATER SERVICE SYMBOLS

HYD FIRE HYDRANT	INV = ## PIPE INVERT DIM.
IS SPRINKLER HEAD	W WATER VALVE
TH TEST HOLE	CUL CURB STOP VALVE
BH BOREHOLE	VC VALVE CHAMBER
MW MONITORING WELL	DN DRAIN
CUL CULVERT	WELL WATER WELL
CB CATCH BASIN	
LS DOUBLE CATCH BASIN	
DICB DITCH INLET CATCH BASIN	

MH-S MANHOLE - SANITARY	MH-H MANHOLE - HYDRO
MH-ST MANHOLE - STORM	MH-B MANHOLE - BELL
CBMH CATCH BASIN MANHOLE	MH-F MANHOLE - FIBER OPTIC
DBL CATCH BASIN MANHOLE	MH MH MANHOLE - UNSPECIFIED

UTILITY SERVICES SYMBOLS

GV GAS VALVE	HGW HYDRO GUIDE WIRE
GMK GAS MARKER	HTN HYDRO TRANSFORMER
UP UTILITY POLE	BMK BELL MARKER
HP HYDRO POLE	BP BELL PEDESTAL
BP BELL POLE	CMK CABLE TV MARKER
LS LIGHT STD.	CTV CABLE PEDESTAL
HLS HYDRO LIGHT STD.	

GRADING SYMBOLS

EXISTING GRADE (m)	PROPOSED GRADE (m)
SEDIMENT TRAP	DIRECTION OF SURFACE WATER

OTHER SYMBOLS

TREELINE	RAILWAY SIGNAL CTRL BOX
TRAFFIC SIGN	
RAILWAY SIGN	
SIGN (OTHER)	
TRAFFIC LIGHT	
CABLE CONTROL BOX	
RAILWAY SIGNAL CTRL BOX	

FP FLAG POLE	BLRD BOLLARD
DP DECORATIVE POLE	PLR PILLAR
	GP GUARD POST
	MB MAIL BOX
	PMK PARKING METER
	FL FLOOD LIGHT
	AC AIR CONDITIONER

UNDERGROUND SERVICES

ST ST	ST ST	STORM
S S	S S	SANITARY
B B	B B	BELL / PHONE / CABLE
P P	P P	HYDRO
G G	G G	GAS
W W	W W	WATER

OHV OHV	OHV OHV	PROPERTY LINES
X X	X X	OVER-HEAD WIRES
X X	X X	SILT FENCING - LIGHT DUTY
X X	X X	SILT FENCING - HEAVY DUTY
1.0% 12.1m		SWALE / DIRECTION
		GRADE SLOPE INDICATOR
		CW SLOPE (HAWK), OVERALL DISTANCE (BELOW)

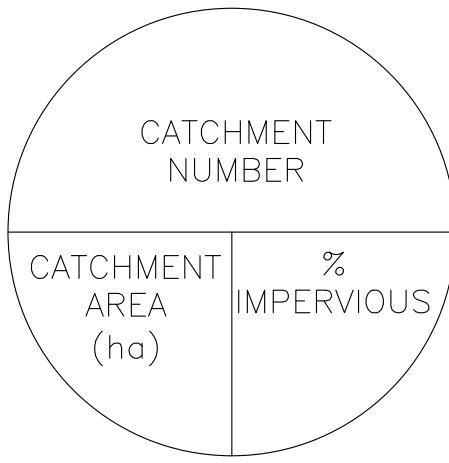








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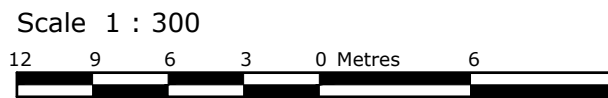
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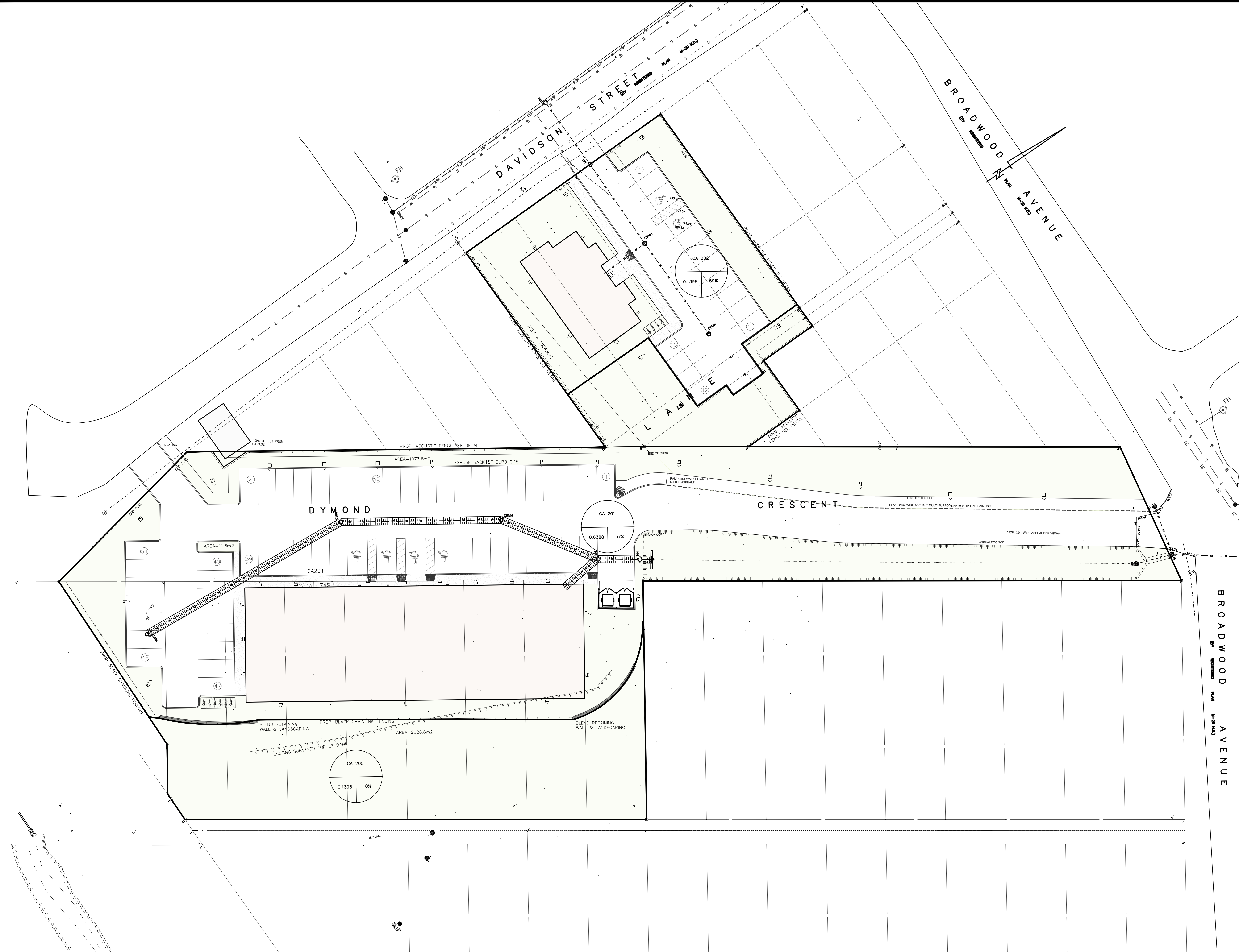
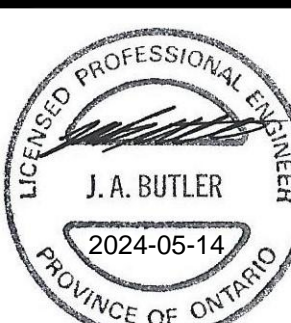
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CLIENT  
2844371 ONTARIO INC  
1725 THORNTON ROAD NORTH  
OSHAWA, ONTARIO

DRAWN: CHM CHECKED: JAB DATE: 2023.08.08

SHEET: EXISTING CATCHMENT PLAN

DRAWING NO. 232602 - C303 REV. 3



SURVEY SYMBOLS		STORM, SANITARY, WATER SERVICE SYMBOLS		UTILITY SERVICES SYMBOLS		GRADING SYMBOLS		OTHER SYMBOLS		UNDERGROUND SERVICES		PROPERTY LINES	
■ FOUND MONUMENTS	PL REGISTERED PLAN	INV = ## PIPE INVERT DIM.	HYD FIRE HYDRANT	○ MH-S MANHOLE - SANITARY	○ GVS GAS VALVE	EXISTING GRADE (m)	○ FP FLAG POLE	○ PLR PILLAR	ST STORM	ST STORM	STORM	ST STORM	STORM
□ SET MONUMENTS	OU ORIGIN UNKNOWN	○ WV WATER VALVE	○ IS SPRINKLER HEAD	○ MH-ST MANHOLE - STORM	○ GUY HYDRO GUIDE WIRE	PROPOSED GRADE (m)	○ DP DECORATIVE POLE	○ PLR PILLAR	S S SANITARY	S S SANITARY	SANITARY	S S SANITARY	SANITARY
IB IRON BAR	M MEASURED	○ CS CURB STOP VALVE	○ BH BOREHOLE	○ DBMH DBL. CATCH BASIN MANHOLE	○ HTRN HYDRO TRANSFORMER	TC = TOP OF CURB	○ BLR BOLLARD	○ PLR PILLAR	P P HYDRO	P P HYDRO	P HYDRO	P P HYDRO	P HYDRO
SSB STD. IRON BAR	PROP PROPORTIONED	○ VC VALVE CHAMBER	○ MW MONITORING WELL	○ MH-H MANHOLE - HYDRO	○ BP BELL PEDESTAL	BT = BOTTOM OF TIE	○ GP GUARD POST	○ GP GUARD POST	G G GAS	G G GAS	G GAS	G G GAS	G GAS
CC CUT CROSS	WT WITNESS	○ DRN DRAIN	○ CUL CULVERT	○ MH-B MANHOLE - BELL	○ CTV CABLE TV MARKER	SW = SWALE	○ PMB PARKING METER	○ PMB PARKING METER	W W WATER	W W WATER	W WATER	W W WATER	W WATER
N&W NAIL & WASHER	BM BENCHMARK	○ WELL WATER WELL	○ DIB DITCH INLET CATCH BASIN	○ MH-F MANHOLE - FIBER OPTIC	○ CTV CABLE TV MARKER		○ FL FLOOD LIGHT	○ FL FLOOD LIGHT					
	IP IRON PIPE			○ MH UN-SPECIFIED	○ CTV CABLE TV MARKER		○ AC AIR CONDITIONER	○ AC AIR CONDITIONER					



SPECIFICATIONS  
PLANT MATERIAL

1. PLANT MATERIAL: COMPLY WITH METRIC GUIDE - SPECIFICATION OF NURSERY STOCK, 1984 EDITION OF CANADIAN NURSERY TRADES ASSOCIATION REFERRING TO SIZE AND DEVELOPMENT OF PLANT MATERIAL AND ROOT BALL. MEASURE PLANTS WHEN BRANCHES ARE IN THEIR NATURAL POSITION. HEIGHT AND SPREAD DIMENSIONS REFER TO MAIN BODY OF PLANT AND NOT FROM BRANCH TIP TO BRANCH TIP. USE TREES AND SHRUBS OF NO. 1 GRADE.
2. PLANT MATERIAL TO CONFORM TO THE CANADIAN TRADES ASSOCIATION METRIC GUIDE SPECIFICATIONS FOR NURSERY STOCK, LATEST EDITION.
3. ALL TREE SPECIES SHALL HAVE A CALIPER OF AT LEAST 50mm MEASURED AT 150mm ABOVE THE ROOT COLLAR AND BE AT LEAST 2m IN HEIGHT WHEN PLANTED.
4. ALL TREES SHALL HAVE A SINGLE STEM, STRAIGHT TRUNK, WELL DEVELOPED LEADER, BRANCHES AND ROOT SYSTEM.

- PLANTING**
1. COORDINATE SHIPPING OF PLANTS AND EXCAVATION OF HOLES TO ENSURE MINIMUM TIME LAPSE BETWEEN DIGGING AND PLANTING.
  2. THE BRANCHES OF TREES AND SHRUBS SECURELY AND PROTECT PLANT MATERIAL AGAINST ABRASION, EXPOSURE AND EXTREME TEMPERATURE DURING TRANSIT. AVOID BINDING OF PLANTING STOCK WITH ROPE OR WIRE WHICH WOULD DAMAGE BARK, BREAK BRANCHES OR DESTROY NATURAL SHADE OF PLANT. GIVE FULL SUPPORT TO ROOT BALL OF LARGE TREES DURING LIFTING.
  3. COVER PLANT FOLIAGE WITH TARPULIN AND PROTECT BARE ROOTS BY MEANS TO PREVENT LOSS OF MOISTURE DURING TRANSIT AND STORAGE.
  4. PLANT ONLY UNDER CONDITIONS THAT ARE CONDUCTIVE TO THE HEALTH AND PHYSICAL CONDITION OF PLANTS.
  5. EXCAVATE PLANTING PITTS AND BEDS TO DEPTH INDICATED ON DETAILS. FILL WITH A PLANTING MIXTURE OF ONE PART PEAT MOSS, SIX PARTS TOPSOIL WITH COMMERCIAL BONEMEAL FOR PLANTING HOLES IN HEAVY SOILS WHERE NATURAL DRAINAGE DOES NOT EXIST HAVE METHOD APPROVED.
  6. IMMEDIATELY FOLLOWING ANY PLANTING OPERATIONS, REMOVE ALL DEBRIS AND EXCESS MATERIAL FROM THE SITE, LEAVING THE SITE NEAT AND TIDY.
  7. FOR BARE ROOT STOCK, PLACE 75-100mm BACKFILL SOIL IN BOTTOM OF HOLE. PLANT SHRUBS AND GROUND COVERS WITH ROOTS PLACED STRAIGHT OUT IN HOLE. PLACE THE CLUMP OF ROOTS IN HOLE WITH TOP OF ROOT CROWN AT GROUND LEVEL. BACKFILL WITH APPROVED TOPSOIL AND PACK DOWN LIGHTLY, WORKING THE SOIL IN BETWEEN THE ROOTS AND TAMPING FIRMLY TO REMOVE ANY AIR POCKETS AND TO SECURE PLANT INTO THE SOIL. APPLY WATER TO SETTLE SOIL, AND APPLY ADDITIONAL SOIL TO FILL VOIDS.
  8. FOR JUTE BURLAPPED ROOT BALLS, CUT AWAY TOP ONE THIRD OF WRAPPING AND WIRE BASKET WITHOUT DAMAGING ROOTBALL. DO NOT PULL BURLAP OR ROPE FROM UNDER ROOT BALL. CUT AND REMOVE ALL NYLON ROPE AROUND TRUNKS.
  9. FOR CONTAINER STOCK OR ROOT BALLS IN NON DEGRADABLE WRAPPING, REMOVE ENTIRE CONTAINER WRAPPING WITHOUT DAMAGING ROOT BALL.
  10. PLACE PLANT MATERIAL TO DEPTH EQUAL TO DEPTH THEY WERE ORIGINALLY GROWING IN NURSERY. BUILD A SOIL SAUCER AROUND OUTER EDGE OF HOLE TO ASSIST WITH MAINTENANCE WATERING.
  11. WATER PLANT MATERIAL THOROUGHLY. AFTER SOIL SETTLEMENT HAS OCCURRED, FILL WITH SOIL TO FINISH GRADE.
  12. PLANTS SHALL BE PRUNED AFTER PLANTING. THE AMOUNT OF PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED BRANCHES.
  13. PRUNING SHALL BE COMPLETED IN SUCH A MANNER AS TO PRESERVE THE NATURAL CHARACTER AND FORM OF THE PLANTS.

**PLANTING SCHEDULE & LAYOUT**

1. STAKE OUT ALL LOCATIONS AND PLANTING BEDS AND OBTAIN APPROVAL FROM ARCHITECT/LANDSCAPE ARCHITECT/OWNER BEFORE EXCAVATION. THE LOCATION OF TREES AND PLANTING AREAS WHERE SHOWN ON THE DRAWINGS IS APPROXIMATE ONLY AND MAY REQUIRE ADJUSTMENT DUE TO SITE CONDITIONS OR AS DIRECTED BY THE CONSULTANT.
2. OBTAIN APPROVAL OF PLANTING FROM LANDSCAPE PROFESSIONAL BEFORE APPLYING MULCHING MATERIAL. ALL MULCH SHALL CONSIST OF CLEAN SHREDDED BARK MULCH AND BE FREE FROM MATURED SEEDS, LIVING PLANTS, MATERIALS THAT MAY BECOME ESTABLISHED, OR ANY CHEMICAL DETRIMENTAL TO THE DEVELOPMENT OF PLANTS. LOOSEN SOIL IN PLANTING BEDS AND REMOVE DEBRIS AND WEEDS.
3. CONTRACTOR TO VERIFY QUANTITIES LISTED. PLANT QUANTITIES TO BE SUPPLIED AS SHOWN ON PLAN IN CASE OF DISCREPANCIES BETWEEN PLAN AND QUANTITIES LISTED. SUBSTITUTIONS WITH OTHER SPECIES OR CULTIVARS WILL BE ACCEPTED ONLY WITH THE WRITTEN APPROVAL OF THE LANDSCAPE PROFESSIONAL.

- MULCHING**
1. MULCH SHALL BE APPLIED IN A CONTINUOUS LAYER THROUGHOUT ALL TREE AND SHRUB PLANTING AREAS. (PLANTING SOIL AREAS THAT ARE NOT SEEDDED)
  2. APPLY MULCH TO THE FOLLOWING MINIMUM THICKNESS:
    - 100mm MULCH IN ALL TREE AND SHRUB PLANTING AREAS.
    - KEEP MULCH 100mm AWAY FROM THE CROWN OF PLANT.
    - ENSURE SOIL SETTLEMENT HAS BEEN CORRECTED PRIOR TO MULCHING.
  3. ALL TREES SHALL BE MULCHED WITH AN AREA CONSISTING ON A 1m RADIUS AROUND THE STEM OF THE TREE. NO MULCH SHALL BE IN CONTACT WITH THE TREE TRUNK.
  4. NATURAL COLOUR SHREDDED BARK SHALL BE USED AS MULCH

**TOPSOIL PLACEMENT & FINE GRADING**

1. ENSURE THAT THE APPROVAL HAS BEEN OBTAINED FOR ROUGH GRADING PRIOR TO PROCEEDING WITH THIS SECTION OF WORK.

2. SCARIFY THE ROUGH GRADED AREAS TO PROVIDE A LOOSENED SURFACE IN ORDER TO ALLOW BONDING OF THE TOPSOIL.
3. SPREAD TOPSOIL ON THE PREPARED AND ACCEPTED ROUGH GRADED SURFACE TO A MINIMUM DEPTH OF 150mm FIRMLY PACKED.
4. KEEP TOPSOIL 25mm BELOW FINISHED GRADE FOR SODDED AREAS. ELSEWHERE BRING TOPSOIL UP TO FINISHED GRADE OF ADJACENT SURFACES.
5. THE FINISHED SURFACE IS TO BE SMOOTH AND EVEN WITH NO RUTS, CLODS OR CONTAMINANTS.
6. REMOVE STONES IN EXCESS OF 10mm FOR AREAS TO BE SEEDDED
7. HAND BARE AREAS TO BE SEEDDED OR SODDED AS A FINAL SURFACE PREPARATION AND TO COORDINATE THE FOLLOWING WORK. THIS SHALL ENSURE THAT SEEDING OR SODDING CAN OCCUR AS SOON AS POSSIBLE AFTER RAKING HAS BEEN COMPLETED.
8. APPLY TOPSOIL TO THE FOLLOWING MINIMUM THICKNESS:
  - 150mm DEPTH FOR ALL SOD/SEED AREAS
  - 300mm DEPTH FOR ALL SHRUB / PLANTING BEDS
  - AREAS ACCOMMODATING TREES ARE REQUIRED TO HAVE A MINIMUM OF 1.0m CONTINUOUS TOPSOIL DEPTH OR A MINIMUM OF 20m<sup>3</sup> OF SOIL PER VOLUME OF TREE.

1. SCHEDULE DELIVERIES IN ORDER TO KEEP STORAGE AT JOB SITE TO A MINIMUM WITHOUT CAUSING DELAYS. SOD SHALL BE CERTIFIED #1 NURSERY GROWN SOD CONTAINING 50% MERION BLUE GRASS AND 50% KENTUCKY BLUE GRASS. IT SHALL BE NO GREATER THAN 40mm IN THICKNESS AND BE IN ACCORDANCE WITH THE CLASSIFICATION OF TURF GRASS SOD FOR THE PROVINCE BY THE NATIONAL SOD GROWERS ASSOCIATION.
2. LAY SOD IN ROWS PERPENDICULAR TO SLOPE, SMOOTH AND EVEN WITH ADJOINING AREAS AND WITH JOINTS STAGGERED. BUTT SECTIONS CLOSELY WITHOUT OVERLAPPING OR LEAVING GAPS BETWEEN SECTIONS. CUT OUT IRREGULAR OR THIN SECTIONS WITH A SHARP KNIFE.
3. STAKE ALL SOD ON SLOPES GREATER THAN 1:5 (20%)
4. ROLL SOD IMMEDIATELY AFTER LAYING TO PRESS SOD FIRMLY ON TO THE SURFACE SOIL.
5. WATER IMMEDIATELY AFTER SOD LAYING TO OBTAIN MOISTURE PENETRATION THROUGH SOD INTO TOP 100mm OF TOPSOIL. WATER BY MEANS OF A WATER TRUCK OR IF APPROVED, BY HYDRANT TO OBTAIN A COMPLETE DRENCHING. WATERING BY SMALL HOSE OR SPRINKLER IS NOT SUFFICIENT. FOR THE FIRST 30 DAYS, SOAK TO THIS DEPTH AT LEAST ONCE A WEEK.
6. WATER IN A SIMILAR MANNER THEREAFTER IF SUFFICIENT RAIN DOES NOT FALL IN ORDER TO KEEP THE UNDERLYING SURFACE MOIST. WATERING UNTIL ACCEPTANCE OF THE SOD IS THE CONTRACTOR'S RESPONSIBILITY.
8. IMMEDIATELY CLEAN UP SOIL OR DEBRIS SPILLED ONTO PAVEMENT AND DISPOSE OF DELETERIOUS MATERIALS.
9. SODDED AREAS WILL BE ACCEPTED AND WARRANTY PERIOD WILL BEGIN PROVIDED THAT:
  - SOD IS COMPLETELY GREEN
  - SODDED AREAS HAVE BEEN CUT A MINIMUM OF TWO TIMES
  - SOD IS KNIT TO UNDERLYING SOIL AND CANNOT BE LIFTED WHEN TUGGED BY HAND
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN SOD UNTIL TIME OF ACCEPTANCE.
11. MAINTENANCE OF SOD AFTER ACCEPTANCE IS THE RESPONSIBILITY OF THE OWNER.

**WARRANTY & MAINTENANCE**

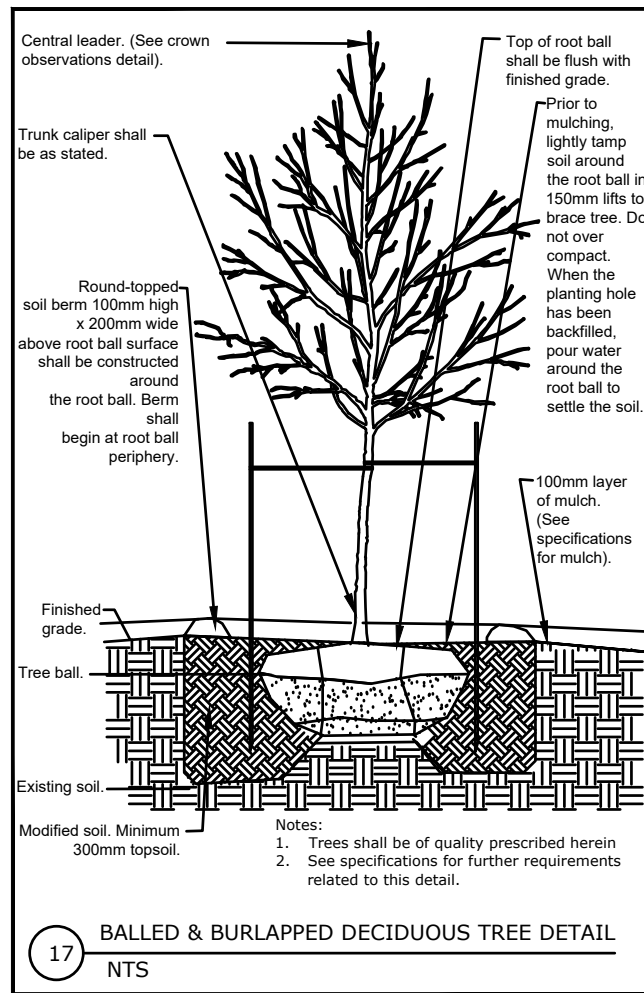
1. PROVIDE ONE YEAR WARRANTY FOR PLANT MATERIAL AS ITEMIZED ON PLANT LIST. AT END OF WARRANTY INSPECTION, ALL PLANT MATERIAL SHALL BE IN VIGOROUS GROWING CONDITION, FREE OF PESTS AND DISEASE AND TRUE TO NATURAL FORM.
2. DURING WARRANTY PERIOD, REMOVE FROM SITE ANY PLANT MATERIAL THAT HAS DIED OR FAILED TO GROW SATISFACTORY AS DETERMINED BY OWNER/ARCHITECT/LANDSCAPE ARCHITECT. EXTEND WARRANTY ON REPLACEMENT PLANT MATERIAL FOR A PERIOD EQUAL TO THE LENGTH OF ORIGINAL WARRANTY PERIOD. REMOVE TRUNK WRAPPING, TREE STAKES AND GUY WIRES AT THE END OF THE WARRANTY PERIOD. UPON REQUEST, REMOVE TRUNK WRAPPING FOR VISUAL INSPECTION AND REWRAP.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN PLANT MATERIAL FROM 30 DAYS FOLLOWING PLANTING OR UNTIL TIME OF FINAL ACCEPTANCE.
4. MAINTENANCE OF PLANT MATERIAL DURING WARRANTY PERIOD IS THE OWNER'S RESPONSIBILITY
5. MAINTENANCE TASKS UNTIL TIME OF FINAL ACCEPTANCE TO INCLUDE ALL OF THE FOLLOWING:
  - WATERING
  - FERTILIZING
  - WEED CONTROL
  - INSECT AND FUNGUS CONTROL
  - PRUNING
6. SUBMIT SEPARATE MAINTENANCE COST FOR CONSIDERATION BY OWNER DURING WARRANTY PERIOD ONLY.

**FENCING**

1. PROPOSED FENCING SHALL BE COMMERCIAL GRADE BLACK CHAIN LINK FENCE WITH MINIMUM 6 GAUGE WIRE MESH AND A HEIGHT OF 1.22m (4 FEET).
2. ACOUSTIC FENCING AS PER DETAIL ABUTTING RESIDENTIAL PROPERTIES.

**PLANT LIST**

QTY	KEY	BOTANICAL NAME	COMMON NAME	CONDITION	CAL/SIZE	MATURE HEIGHT (m)	MATURE SPREAD (m)	SPACING (m)	COMMENTS
TREES									
2	TC	TILIA CORDATA	LITTLELEAF LINDEN	W.B.	60mm	15-21m	1400cm		PEST FREE, DROUGHT TOLERANT, URBAN POLLUTION
15	PT	POPULUS TREMULOIDES MOUNTAIN SENTINEL	MOUNTAIN SENTINEL ASPEN	W.B.	60mm	10m	2.5m	2.5m	SOIL TOLERANT, FEW PESTS, URBAN POLLUTION
15	TO	THUJA OCCIDENTALIS "AMERICAN PILLAR"	FULL SPEED A HEDGE CEDAR	W.B.	10 GALLON	7.5m	1.8m	2.4m O/C	RAPID GROWTH, HARDY, URBAN TOLERANT, NATIVE
3	UA	ULMUS AMERICANA PRINCETON	PRINCETON ELM	W.B.	60mm	21m	15m		ADAPTABLE, PH TOLERANT, SALT TOLERANT, URBAN TOLERANT, NATIVE



**SURVEY SYMBOLS**

- FOUND MONUMENTS
- SET MONUMENTS
- IB IRON BAR
- SB STD. IRON BAR
- SSB SHORT STD. IRON BAR
- CC CUT CROSS
- N&W NAIL & WASHER
- PL REGISTERED PLAN
- OL ORIGIN UNKNOWN
- M MEASURED
- PRO PROPORTIONED
- WT WITNESS
- BM BENCHMARK
- IP IRON PIPE
- INV = ## PIPE INVERT DIM.
- W WATER VALVE
- CS CURB STOP VALVE
- VC VALVE CHAMBER
- DRN DRAIN
- WELL WATER WELL

**STORM, SANITARY, WATER SERVICE SYMBOLS**

- HYD FIRE HYDRANT
- IS SPRINKLER HEAD
- TH TEST HOLE
- BH BOREHOLE
- MW MONITORING WELL
- CUL CULVERT
- CB CATCH BASIN
- DBL DOUBLE CATCH BASIN
- DIC DITCH INLET CATCH BASIN
- HYD-S MANHOLE - SANITARY
- MH-ST MANHOLE - STORM
- CBMH CATCH BASIN MANHOLE
- DBL CATCH BASIN MANHOLE
- MH-H MANHOLE - HYDRO
- MH-T MANHOLE - TRAFFIC
- MH-B MANHOLE - BELL
- MH-F MANHOLE - FIBER OPTIC
- MH MANHOLE - UNSPECIFIED
- GV GAS VALVE
- GMK GAS MARKER
- UP UTILITY POLE
- HP HYDRO POLE
- BP BELL POLE
- LS LIGHT STD.
- HLH HYDRO LIGHT STD.
- HWY HYDRO GUIDE WIRE
- BGY BELL GUIDE WIRE
- HTRN HYDRO TRANSFORMER
- BMK BELL MARKER
- BP BELL PEDESTAL
- CMK CABLE TV MARKER
- CTV CABLE PEDESTAL

**UTILITY SERVICES SYMBOLS**

- GV GAS VALVE
- GMK GAS MARKER
- UP UTILITY POLE
- HP HYDRO POLE
- BP BELL POLE
- LS LIGHT STD.
- HLH HYDRO LIGHT STD.
- HWY HYDRO GUIDE WIRE
- BGY BELL GUIDE WIRE
- HTRN HYDRO TRANSFORMER
- BMK BELL MARKER
- BP BELL PEDESTAL
- CMK CABLE TV MARKER
- CTV CABLE PEDESTAL

**GRADING SYMBOLS**

- EXISTING GRADE (m)
- PROPOSED GRADE (m)
- SEDIMENT TRAP
- DIRECTION OF SURFACE WATER

**OTHER SYMBOLS**

- TREELINE
- TRAFFIC SIGN
- RAILWAY SIGN
- SIGN (OTHER)
- TRAFFIC LIGHT
- TRAFFIC CONTROL BOX
- RAILWAY SIGNAL CTRL BOX
- FP FLAG POLE
- DP DECORATIVE POLE
- BOLLARD
- PLR PILLAR
- GP GUARD POST
- MB MAIL BOX
- PMK PARKING METER
- FL FLOOD LIGHT
- AC AIR CONDITIONER

**UNDERGROUND SERVICES**

- ST STORM
- S SANITARY
- B BELL / PHONE / CABLE
- P HYDRO
- G GAS
- W WATER

- PROPERTY LINES
- OVER-HEAD WIRES
- SILT FENCING - LIGHT DUTY
- SILT FENCING - HEAVY DUTY
- SWALE / DIRECTION
- GRADE SLOPE INDICATOR
- C/W SLOPE (ABOVE), OVERALL DISTANCE (BELOW)



**KEY PLAN**

**LANDSCAPE DETAILS**

1. THE LANDSCAPE PLAN HAS BEEN PREPARED IN COORDINATION WITH SITE PLAN AND ENGINEERING PLANS.
2. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
3. DO NOT SCALE DRAWINGS. CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS ON SITE AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
4. ALL PLANT MATERIAL TO BE NO. 1 GRADE, NURSERY GROWN IN ACCORDANCE WITH THE CANADIAN NURSERY TRADES ASSOCIATION.
5. ANY AREAS OUTSIDE THE LIMIT OF WORK DAMAGED BY THE CONTRACTOR SHALL BE RESTORED BY THE CONTRACTOR TO CITY OF TIMISKAMING SHORES STANDARDS AT NO ADDITIONAL COST TO THE OWNER.
6. ALL UNDERGROUND UTILITIES TO BE LOCATED BY THE LANDSCAPE CONTRACTOR PRIOR TO THE COMMENCEMENT OF WORK.
7. ANY PLANT MATERIAL WHICH COMES OVER OR UNDER ANY UTILITY WILL BE RELOCATED AS DIRECTED BY THE ENGINEER.
8. SUBSTITUTION OF PLANT MATERIAL SHALL BE APPROVED BY THE ENGINEER.
9. SUPPLY AND INSTALL A SHREDDED BARK MULCH ON ALL PLANTING BEDS TO A 100mm DEPTH.
10. THE LANDSCAPE BEDS AT THE ENTRANCES AND EXITS WITHIN THE 4.57 METER VISIBILITY TRIANGLE SHALL NOT BE CONSTRUCTED TO DEVELOP HIGHER THAN 0.6 METERS FOR VISIBILITY PURPOSES.
11. SUPPLY AND INSTALL ACOUSTIC FENCE ALONG RESIDENTIAL PROPERTY LINES WHERE INDICATED. REMOVE AND FINISH EXISTING CHAINLINK FENCING WHERE REQUIRED.
12. SAVE EXISTING TREES WHERE POSSIBLE. REPLACE TREES WHERE REQUIRED.

REV.	DESCRIPTION	DATE	APPROV BY
3	REVISED FOR MUNICIPAL COMMENTS	2024.05.13	CHM
2	SITE PLAN SUBMISSION 1	2024.03.05	CHM
0	INITIAL RELEASE	2023.08.08	--

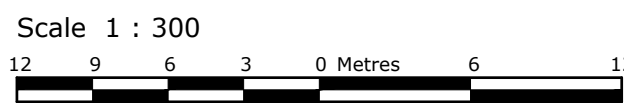
**PROJECT**

**PROPOSED SITE PLAN OF**

ALL OF LOTS 215-222, 228-231, 235-236  
PART OF LOTS 223 & PART OF LANE  
REGISTERED PLAN M-29 N.B.  
GEOGRAPHIC TOWNSHIP OF DYMOND  
DISTRICT OF TIMISKAMING

129 DAVIDSON STREET  
NEW LISKEARD, ONTARIO

CITY FILE NO. NA



**UNITS & CONVERSION**

ALL DIMENSIONS IN METRES.  
(CONVERT TO FEET: DIVIDE BY 0.3048)

**ANTECH DESIGN & ENGINEERING GROUP**

Engineers and Urban Planners

25 King Street, Brantford, ON. N3T 3C4

[www.antedesign.com](http://www.antedesign.com)

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CLIENT

2844371 ONTARIO INC  
1725 THORNTON ROAD NORTH  
OSHAWA, ONTARIO

DRAWN: CHM CHECKED: JAB DATE: 2023.08.08

SHEET: LANDSCAPE PLAN

DRAWING NO. 232602 - L101

REV. 3

ASSOCIATION OF LANDSCAPE ARCHITECTS OF ONTARIO





### KEY PLAN

#### NOTES

- ALL TOPOGRAPHIC & SERVICE INFORMATION COMPILED FROM SURVEY DATA COMPLETED BY SURVEYORS ON SITE INC.
- THE POSITION & SIZE OF POLE LINES, CONDUITS, WATERMAINS, SEWERS & OTHER UNDERGROUND & ABOVE GROUND UTILITIES & STRUCTURES ARE NOT NECESSARILY SHOWN ON THE DRAWINGS, AND WHERE SHOWN, THE ACCURACY OF THE POSITION & SIZE OF SUCH UTILITIES & STRUCTURES IS NOT GUARANTEED. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES & STRUCTURES & SHALL ASSUME ALL LIABILITY FROM DAMAGE TO SAME.
- NO PERSON SHALL CONSTRUCT OR DEMOLISH A BUILDING OR CAUSE A BUILDING TO BE CONSTRUCTED OR DEMOLISHED (INCLUDING SITE SERVICING) UNLESS A BUILDING PERMIT HAS BEEN ISSUED BY THE CHIEF BUILDING OFFICIAL.

3	REVISED FOR MUNICIPAL COMMENTS	2024.05.13	CHM
2	SITE PLAN SUBMISSION 1	2024.03.05	CHM
1	SUBMISSION 1	2023.10.27	CHM
0	INITIAL RELEASE	2023.08.08	--
REV.	DESCRIPTION	DATE	APPROV BY

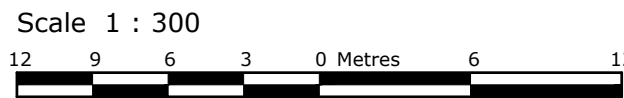
#### PROJECT

##### PROPOSED SITE PLAN OF

ALL OF LOTS 215-222, 228-231, 235-236  
PART OF LOTS 223 & PART OF LANE  
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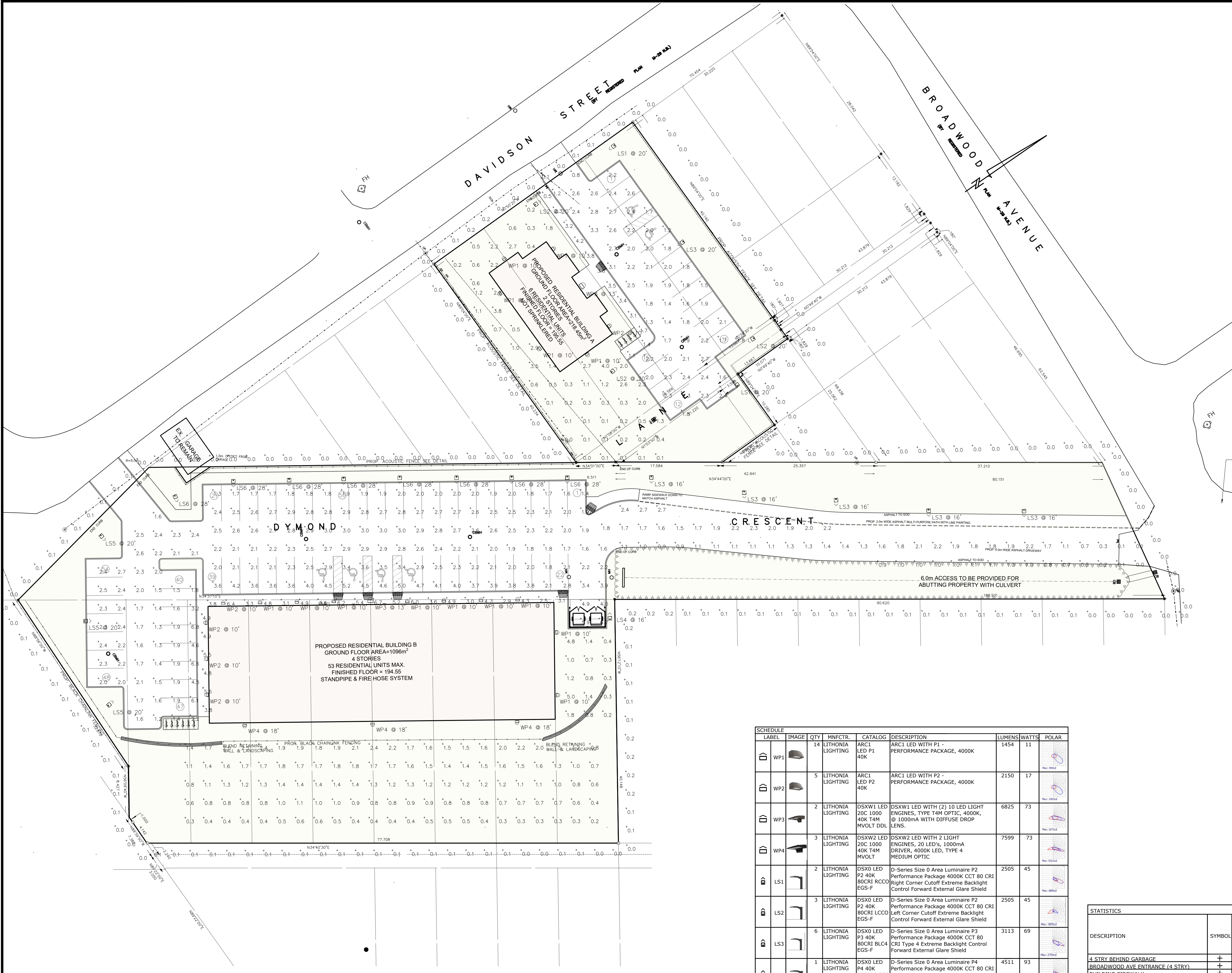
CLIENT

**2844371 ONTARIO INC**  
1725 THORNTON ROAD NORTH  
OSHAWA, ONTARIO

DRAWN: CHM CHECKED: JAB DATE: 2023.08.08

SHEET: PHOTOMETRIC PLAN

DRAWING NO. 232602 - L301 REV. 3



SCHEDULE						
LABEL	IMAGE	QTY	MNFCTR.	CATALOG	DESCRIPTION	LUMENS/WATTS POLAR
WP1		14	LITHONIA LIGHTING	ARCL LED P1 40K	ARCL LED WITH P1 - PERFORMANCE PACKAGE, 4000K	1454 11
WP2		5	LITHONIA LIGHTING	ARCL LED P2 40K	ARCL LED WITH P2 - PERFORMANCE PACKAGE, 4000K	2150 17
WP3		2	LITHONIA LIGHTING	DSXW1 LED 20C 1000 40K T4M MVOLT DDL	DSXW1 LED WITH (2) 10 LED LIGHT ENGINES, TYPE T4M OPTIC, 4000K, @ 1000mA WITH DIFFUSE DROP LENS.	6825 73
WP4		3	LITHONIA LIGHTING	DSXW2 LED 20C 1000 40K T4M MVOLT	DSXW2 LED WITH 2 LIGHT ENGINES, 20 LED'S, 1000mA DRIVER, 4000K LED, TYPE 4 MEDIUM OPTIC	7599 73
LS1		2	LITHONIA LIGHTING	DSX0 LED P2 40K 80CRI RCCO EGS-F	D-Series Size 0 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Right Corner Cutoff Extreme Backlight Control Forward External Glare Shield	2505 45
LS2		3	LITHONIA LIGHTING	DSX0 LED P2 40K 80CRI LCCO EGS-F	D-Series Size 0 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Left Corner Cutoff Extreme Backlight Control Forward External Glare Shield	2505 45
LS3		6	LITHONIA LIGHTING	DSX0 LED P3 40K 80CRI BLCA EGS-F	D-Series Size 0 Area Luminaire P3 Performance Package 4000K CCT 80 CRI Type 4 Extreme Backlight Control Forward External Glare Shield	3113 69
LS4		1	LITHONIA LIGHTING	DSX0 LED P4 40K 80CRI RCCO EGS-F	D-Series Size 0 Area Luminaire P4 Performance Package 4000K CCT 80 CRI Right Corner Cutoff Extreme Backlight Control Forward External Glare Shield	4511 93
LS5		3	LITHONIA LIGHTING	DSX0 LED P3 40K 80CRI BLCA EGS-F	D-Series Size 0 Area Luminaire P3 Performance Package 4000K CCT 80 CRI Type 4 Extreme Backlight Control Forward External Glare Shield	3113 69
LS6		8	LITHONIA LIGHTING	DSX0 LED P4 40K 80CRI BLCA EGS-F	D-Series Size 0 Area Luminaire P4 Performance Package 4000K CCT 80 CRI Type 4 Extreme Backlight Control Forward External Glare Shield	3939 93

STATISTICS						
DESCRIPTION	SYMBOL	AVG	MAX	MIN	MAX/MIN	AVG/MIN
4 STRY BEHIND GARBAGE	+	1.4 fc	5.0 fc	0.2 fc	25.0:1	7.0:1
BROADWOOD AVE ENTRANCE (4 STRY)	+	1.4 fc	2.7 fc	0.0 fc	N/A	N/A
BUILDING SIDEWALK	+	2.6 fc	4.2 fc	0.5 fc	8.4:1	5.2:1
EAST PARKING LOT (4 STRY)	+	2.3 fc	6.8 fc	1.2 fc	5.7:1	1.9:1
EAST SIDEWALK (4 STRY)	X	4.9 fc	5.6 fc	3.8 fc	1.5:1	1.3:1
NORTH OF BUILDING (2 STORY)	+	1.0 fc	2.7 fc	0.2 fc	13.5:1	5.0:1
NORTH PARKING LOT (4 STRY)	+	2.7 fc	6.7 fc	1.3 fc	5.2:1	2.1:1
NORTH SIDEWALK (4 STRY)	+	4.4 fc	6.7 fc	2.5 fc	2.7:1	1.8:1
PARKING LOT (2 STRY)	+	2.1 fc	3.3 fc	0.8 fc	4.1:1	2.6:1
REAR OF 4 STRY (LANDSCAPE)	+	1.1 fc	2.5 fc	0.2 fc	12.5:1	5.5:1
REAR OF BUILDING (2 STORY)	+	1.7 fc	3.8 fc	0.5 fc	7.6:1	2.4:1
SOUTH OF BUILDING (2 STORY)	+	0.7 fc	4.0 fc	0.0 fc	N/A	N/A
1m LIGHT TRESPASS	+	0.0 fc	0.2 fc	0.0 fc	N/A	N/A