



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, March 16, 2021 – 6:00 p.m.**  
**Electronic Meeting**

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**Agenda**

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

**Draft Resolution**

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

5. **Disclosure of Pecuniary Interest and General Nature**
6. **Review and adoption of Council Minutes**

**Draft Resolution**

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

- a) Regular meeting of Council – March 2, 2021.

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

None

8. **Question and Answer Period**

9. **Presentations Delegations**

None

10. **Communications**

- a) The Honourable Sylvia Jones, Solicitor General

**Re:** Virtual 2021 Rural Ontario Municipal Association (ROMA) annual conference, 2021-02-23

**Reference:** Received for Information

- b) David de Geus, Manager for Timber Allocations and Licensing Section - Ministry of Natural Resources and Forestry

**Re:** Update regarding the Local Forest Management Corporation, 2021-02-24

**Reference:** Received for Information

- c) Jamie Pearce, Director, Municipal Programs Branch - Ministry of Transportation

**Re:** Email - Safe Restart Agreement (SRA) Phase 2 funding – Transfer Payment Agreement, 2021-03-02

**Reference:** By-law presented for consideration in Section 16: By-laws

- d) Fire Marshal's Communique No. 2021-02

**Re:** Ontario Fire College Training Modernization, 2021-03-04

**Reference:** Received for Information

- e) Gary Carr, Regional Chair – Halton Region

**Re:** Support - Long-Term Care Homes, 2021-03-02

**Reference:** Received for Information

- f) Amy Burkhart, Acting City Clerk, City of Sarnia

**Re:** Support – Colour Coded Capacity Limits

**Reference:** Received for Information

- g) Office of the Integrity Commissioner, Expertise for Municipalities

**Re:** Decision of the Integrity Commissioner on a Conflict of Interest Complaint regarding Mayor Carman Kidd

**Reference:** Received for Information

- h) Little Claybelt Homesteaders Museum

**Re:** March 2021 Claybelt Spreader

**Reference:** Received for Information

- i) Margaret McCullough

**Re:** Protection for companion animals in Canada, 2021-03-05

**Reference:** Received for Information

- j) Jon Pegg, Ontario Fire Marshal – Ministry of the Solicitor General, Office of the Fire Marshal and Emergency Management

**Re:** Fire Safety Grant Announcement, 2021-03-11

**Reference:** Motion to be presented in Section 15: New Business

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

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

**11. Committees of Council – Community and Regional**

Draft Resolution

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

- a) Minutes of the Temiskaming Shores Police Services Board meeting held on February 22, 2021; and
- b) Minutes of the Temiskaming Transit Committee meeting held on February 22, 2021.

**12. Committees of Council – Internal Departments**

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor Whalen

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

- a) Minutes of the Public Works Committee meeting held on February 18, 2021;
- b) Minutes of the Protection to Persons and Property Committee meeting held on March 1, 2021;
- c) Minutes of the Recreation Committee meeting held on March 8, 2021;

**13. Reports by Members of Council**

**14. Notice of Motions**



**15. New Business**

**a) Ministry of the Solicitor General, Office of the Fire Marshal and Emergency Management - Fire Safety Grant Announcement**

**Draft Resolution**

Moved by: Councillor Foley

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of the Fire Safety Grant Announcement, issued by the Office of the Fire Marshal; and

That Council directs the Fire Chief to submit the necessary grant program application to assist in addressing challenges associated with training and virtual inspections due to the COVID-19 pandemic.

**b) Memo No. 010-2021-CS – Deeming By-law for 381 Arnold Drive (lots 11 and 12 on Plan M128NB)**

**Draft Resolution**

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Whereas the owners of 381 Arnold Drive, would like to merge lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 11 and 12, on Plan M-128 NB to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the March 16, 2021 Regular Council meeting.

**c) Memo No. 001-2021-PPP – 2020 Fire Department Annual Report**

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2021-PPP regarding the 2020 Annual Report for the Temiskaming Shores Fire Department, for information purposes.

**d) Administrative Report No. PW-006-2021 – Tender Award – Roads Program**

Draft Resolution

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-006-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for supply and placement of hot mix asphalt and other road rehabilitation work, for an upset limit of up to \$5,000,000, plus applicable taxes, over the next two (2) years, for consideration at the March 16, 2021 Regular Council meeting.

**e) Administrative Report No. PW-007-2021 – Annual Water Reports**

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-007-2021, regarding the 2020 Annual Reports for the water systems within the municipality, in accordance to Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act; and

That Council hereby directs staff:

1. To place the 2020 Annual Reports in the Water System Binders located at the municipal office (325 Farr Dr.) and post on the municipal website;
2. To place an ad in the community bulletin and the City's Facebook page notifying the public of the availability of these reports for public review; and

3. That Council further directs staff to forward a copy of Administrative Report PW-007-2021 to the Ministry of Environment and Climate Change, Safe Drinking Water Branch - North Bay for their records.

**f) Memo No. 005-2021-RS – FedNor Application**

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 005-2021-RS; and

That Council directs staff to prepare and submit a funding request to FedNor for the design of an active transportation bridge over the Wabi River.

**g) Administrative Report No. RS-006-2021 – Zubyck SkillZ Lease Agreement**

Draft Resolution

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-006-2021; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Zubyck SkillZ Ltd. for the use of the Shelley Herbert-Shea Memorial Arena Dry Floor from May 1, 2021 to July 31, 2021, for consideration at the March 16, 2021 Regular Council meeting.

**h) Administrative Report No. RS-007-2021 – Splash Pad Agreement**

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-007-2021; and

That Council directs staff to release PW-RFP-003-2021 for site preparation and water and sewer work related to the installation of the Rotary Splash Pad; and

That Council direct staff to prepare the necessary by-law to enter into an agreement with CRCS Recreation Inc. for the provision and installation of the

Rotary Splash Pad and its components, in the amount of \$267,430 plus applicable taxes, for consideration at the March 16, 2021 Regular Council meeting.

## 16. **By-laws**

### Draft Resolution

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

Be it resolved that:

- By-law No. 2021-036 A by-law to Authorize the Execution of the Transfer Payment Agreement for the Safe Restart Agreement (SRA): Phase 2 Municipal Transit Funding Between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Temiskaming Shores
- By-law No. 2021-037 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 381 Arnold Drive (Roll No. 54-18-030-005-229.00)
- By-law No. 2021-038 Being a by-law to authorize the Sale of Land to Gerry Brandon being 545 Lakeshore Road (PLAN M37NB PT LOTS 1,59 RP TER709 PART 2 PCL 11350,12171,11247SST LIBRARY & ART GALLERY) 5418-030-001-17300
- By-law No. 2021-039 Being a by-law to enter into an agreement with Miller Paving Limited for Roadway Rehabilitation Services over a Two-Year Period within the City of Temiskaming Shores
- By-law No. 2021-040 Being a by-law to enter into an agreement with Zubych SkillZ Ltd. for the lease of the Shelley Herbert-Shea Memorial Arena Dry Floor Surface from May 1, 2021 to July 31, 2021
- By-law No. 2021-041 Being a by-law to enter into an agreement with CRCS Recreation Inc. for the provision and installation of the Rotary Splash Pad and its components

be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2021-036;

By-law No. 2021-037;

By-law No. 2021-038;

By-law No. 2021-039;

By-law No. 2021-040; and

By-law No. 2021-041;

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

**17. Schedule of Council Meetings**

a) Regular – Tuesday, April 6, 2021 at 6:00 p.m.

b) Regular – Tuesday, April 20, 2021 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

None

**20. Confirming By-law**

Draft Resolution

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that By-law No. 2021-042 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on March 16, 2021 be hereby introduced and given first and second reading.

Draft Resolution

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2021-042 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**21. Adjournment**

Draft Resolution

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, March 2, 2021 – 6:00 p.m.**  
**Electronic Meeting**

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**Minutes**

**1. Call to Order**

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

**2. Roll Call**

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

Present: Christopher Oslund, City Manager  
Logan Belanger, Municipal Clerk  
Shelly Zubycck, Director of Corporate Services  
Mathew Bahm, Director of Recreation  
Jeremie Latour, Engineering Technologist  
Steve Langford, Fire Chief  
Brad Hearn, IT Administrator  
Steve Burnett, Manager of Environmental Services  
Mitch Lafreniere, Manager of Transportation Services

Regrets: None

**3. Review of Revisions or Deletions to Agenda**

None.

**4. Approval of Agenda**

*Resolution No. 2021-095*

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

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

**Carried**

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

None.

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

*Resolution No. 2021-096*

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

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

a) Regular meeting of Council – February 16, 2021.

**Carried**

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

None.

**8. Question and Answer Period**

None.



**9. Presentations & Delegations**

- a) Alf O'Reilly, Past-President for the New Liskeard Lions Club

Re: Splashpad donation

- b) Einas Makki, President-Elect for the Rotary Club

Re: Splashpad donation

For the past three years the Rotary Club has committed to support the Splash Pad Project. A variety of fundraising events have been hosted, which continued during the COVID-19 pandemic, including a socially-distant book sale and a virtual fishing tournament. Ms. Makki presented a \$10,000 donation on behalf of the Rotary Club, and a \$5,000 donation from the New Liskeard Lions Club towards the construction of this project.

Mayor Kidd thanked Ms. Makki for the presentation, for the continued support and for the donations towards the Splash Pad project.

**10. Communications**

- a) Mac Bain, Executive Director – The Federation of Northern Ontario Municipalities (FONOM)

**Re:** Joint and Several Liability & Rising Municipal Insurance Costs, 2021-02-18

**Reference:** Received for Information

- b) Robert Tremblay, President - AMCTO

**Re:** An Open Letter to Ontario Municipal Councils, 2021-02,18

**Reference:** Received for Information

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

**Re:** 2021 Budget Package and Media Release, 2021-02-19

**Reference:** Received for Information

- d) Robert Brush, Chair of the Board – District School Board Ontario North East

**Re:** Revised Community Planning and Partnerships Policy and Procedure, 2021-02-19

**Reference:** Received for Information

**Note** Councillor Laferriere requested that this item be referred to the Temiskaming Shores Library Board and to the Recreation Committee.

- e) The Ministry of Natural Resources and Forestry (MNRF)

**Re:** Review of Proposed Draft Spruce Budworm Insect Pest Management Program, 2021-02-21

**Reference:** Received for Information

Resolution No. 2021-097

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

**Carried**

**11. Committees of Council – Community and Regional**

Resolution No. 2021-098

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

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

- a) Minutes of the District of Timiskaming Social Services Administration Board meeting held on January 20, 2021; and

- b) Minutes of the Temiskaming Shores Public Library Board meeting held on January 20, 2021.

**Carried**

**12. Committees of Council – Internal Departments**

None

**13. Reports by Members of Council**

Councillor McArthur attended the 64<sup>th</sup> annual Economic Development Conference and Showcase. The event was held virtually this year over a six-week period, and topics included supporting tourism and recovery during and after the pandemic; a broadband/ cellular action plan; platforms for sustainable assets and capabilities; evolution of diversity and inclusion in the workplace; and real estate, which all supported the theme “Evolve On”.

Councillor Jelly advised that a Police Service Board Committee meeting was held last week, and welcomed Mr. Jeff Davis as a new board member.

Mayor Kidd advised that he attended a teleconference hosted by the Province for the 444 municipalities across Ontario, to recognize the municipalities for their work to support with the Health Units during the vaccine rollout.

Councillor Hewitt announced that International Women’s Day is approaching on March 8th to celebrate women's history to discover and take action on issues that create a more fair and equitable future.

**14. Notice of Motions**

None.

**15. New Business**

**a) Support – Community Safety & Well-Being Plan Extension Request – Township of Asphodel-Norwood**

Resolution No. 2021-099

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Whereas the Township of Asphodel-Norwood Council approved a resolution in support of extending the deadline for the Community Safety and Well-Being Plans; and

Whereas the Police Services Act, 1990, was amended on January 1, 2019 to mandate every municipality in Ontario to prepare and adopt a Community Safety and Well-Being (CSWB) Plan; and

Whereas the Ministry of Municipal Affairs and Housing introduced the Municipal Emergency Act, 2020 to assist municipal governments and local boards during the COVID-19 emergency; and

Whereas the protective measures municipalities have put in place to protect their communities, Councillors, and staff members include eliminating face-to-face meetings, closing municipal offices, and directing staff to work from home; and

Whereas while these measures are imperative and necessary, they impose undue hardship on municipalities to meet provincial deadlines such as the completion and adoption of a Community Safety & Well-Being (CSWB) Plan prior to July 1, 2021; and

Whereas Bill 189, Coronavirus (COVID-19) Support and Protection Act, 2020 was passed to amend various acts to support municipal, policing, and community partners during the pandemic.

Now therefore, be it resolved that the Council of the City of Temiskaming Shores hereby supports the Township of Asphodel-Norwood's call to the Solicitor General to review the imposed deadline for municipalities to complete and adopt a Community Safety & Well-Being (CSWB) Plan in consultation with local governments to address the unique challenges facing individual regions; and

That a copy of this resolution be forwarded to the Honourable Sylvia Jones, Solicitor General, and the Township of Asphodel-Norwood.

**Carried**

**b) Treasurer's 2020 – Statement of Remuneration**

Resolution No. 2021-100

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

Now therefore be it resolved that Council acknowledges receipt of the 2020 Statement of Remuneration and Expenses as submitted by the Treasurer; and

That a copy of this statement be posted on the City's website and advertised in the City Bulletin.

**Carried**

**c) Memo No. 008-2021-CS – Integrity Commissioner Services Update**

Resolution No. 2021-101

Moved by: Councillor Hewitt

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 008-2021-CS for information purposes.

**Carried**

**d) Memo No. 009-2021-CS – Appointment of Enforcement Officer**

Resolution No. 2021-102

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 009-2021-CS; and

That Council directs staff to prepare the necessary by-laws to appoint Gabriel Tassé as a Property Standards Officer and a Municipal Law Enforcement Officer for consideration at the March 2, 2021 Regular Council meeting.

**Carried**

**e) Memo No. 008-2021-PW – Contract – Ontario Clean Water Agency**

Resolution No. 2021-103

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 006-2021-PW; and

That Council directs staff to enter into contract negotiations with the Ontario Clean Water Agency for an additional five (5)-year term, for the operation, maintenance and management of the City's water and wastewater treatment facilities within the City of Temiskaming Shores.

**Carried**

**f) Administrative Report No. PW-004-2021 – Tender Award Tri-Axle**

Resolution No. 2021-104

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-004-2021;

That Council directs staff to prepare the necessary by-law to enter into an agreement with Freightliner North Bay for supply and delivery of a triaxle in the amount of \$195,986 plus applicable taxes;

That Council approves the purchase of appurtenances for the above vehicle with an upset limit of \$15,000 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law agreement for consideration at the March 2, 2021 Regular Council Meeting.

**Carried**

**g) Administrative Report No. PW-005-2021 – Tender Award – Liquid Calcium**

Resolution No. 2021-105

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-005-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Pollard Distribution for the supply and delivery of liquid calcium in the amount of \$49,920 plus applicable taxes for consideration at the March 2, 2021 Regular Council meeting.

**Carried**

**h) Memo No. 004-2021-RS – Rotary Splash Pad – Project Budget**

Resolution No. 2021-106

Moved by: Councillor Foley

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2021-RS; and

That Council directs the Treasurer to increase the Capital budget for the Rotary Splash Pad Project from \$522,000 to \$550,000.

**Carried**

**i) Administrative Report No. RS-005-2021 –Active Transportation Plan**

Resolution No. 2021-107

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-005-2021; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with WSP Canada Inc. for the creation of an Active Transportation Plan in the amount of \$44,390 plus applicable taxes, for consideration at the March 2, 2021 Regular Council meeting.

**Carried**

**16. By-laws**

Resolution No. 2021-108

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that:

- By-law No. 2021-028    Being a by-law to adopt an Asset Management Plan for the City of Temiskaming Shores
- By-law No. 2021-029    Being a by-law to appoint a Municipal Law Enforcement Officer – Gabriel Tassé
- By-law No. 2021-030    Being a by-law to appoint a Property Standards Officer – Gabriel Tassé
- By-law No. 2021-031    Being a by-law to repeal By-law No. 2021-008 (Appointment of Sheryl Gilbert as a Municipal Law Enforcement Officer)
- By-law No. 2021-032    Being a by-law to enter into an agreement with Freightliner North Bay for the Supply and Delivery of one (1) Triaxle Dump Truck
- By-law No. 2021-033    Being a by-law to enter into an agreement with Pollard Distribution Inc. for the supply and application of Liquid Calcium Chloride in the City of Temiskaming Shores
- By-law No. 2021-034    Being a by-law to enter into an agreement with WSP Canada Inc. for the creation of an Active Transportation Plan for the City of Temiskaming Shores

be hereby introduced and given first and second reading.

**Carried**

*Resolution No. 2021-109*

Moved by:            Councillor McArthur

Seconded by:    Councillor Hewitt

Be it resolved that:

By-law No. 2021-028;

By-law No. 2021-029;

By-law No. 2021-030;

By-law No. 2021-031;

By-law No. 2021-032;

By-law No. 2021-033; and

By-law No. 2021-034:

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

**Carried**



**17. Schedule of Council Meetings**

- a) Regular – Tuesday, March 16, 2021 at 6:00 p.m.
- b) Regular – Tuesday, April 6, 2021 at 6:00 p.m.

**18. Question and Answer Period**

Shelly Zubyc, Director of Corporate Services read the following questions received via email:

1. Robert Ritchie, resident, inquired why the City is outsourcing the Active Transportation Plan, after the \$85,000 already paid for the Recreational Master Plan. Why is an additional \$45,000 being spent on something that has already been or was supposed to be covered in the Recreational Master Plan?

Mathew Bahm, Director of Recreation, outlined that the Recreation Master Plan provided the broad overview of where recreation should be within the community, and the Active Transportation Plan will detail how this portion of the Master Plan will be accomplished. The Plan will include recommendations and will provide much greater detail to assist with future funding applications.

2. Robert Ritchie, resident, inquired about the rules for the safety of the audience during viewing ice sports.

Mathew Bahm, Director of Recreation, outlined the City's plan which follows provincial guidelines, while ensuring residents can use the facilities in a manageable way. Screening and contact tracing are required prior to entering facilities, masks/ face coverings are required, as well as physical distancing measures. The plan is included in the City's website and staff would be happy to answer any questions.

Councillor Foley inquired how these measures are enforced. Mr. Bahm commented that staff will be completing compliance checks as well as surveillance going forward, and further measures have been discussed should it be required.

**19. Closed Session**

None.

**20. Confirming By-law**

Resolution No. 2021-110

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2021-035 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on March 2, 2021 be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2021-111

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2021-035 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2021-112

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that Council hereby adjourns its meeting at 6:54 p.m.

**Carried**

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Mayor- Carman Kidd

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Clerk - Logan Belanger

**Solicitor General**

Office of the Solicitor General

25 Grosvenor Street, 18<sup>th</sup> Floor  
Toronto ON M7A 1Y6  
Tel: 416 325-0408  
MCSCS.Feedback@Ontario.ca

**Solliciteur général**

Bureau du solliciteur général

25, rue Grosvenor, 18<sup>e</sup> étage  
Toronto ON M7A 1Y6  
Tél. : 416 325-0408  
MCSCS.Feedback@Ontario.ca



132-2021-427

**By email**

February 23, 2021

His Worship Carmen Kidd  
Mayor  
City of Temiskaming Shores  
325 Farr Drive, PO Box 2050  
Haileybury ON P0J 1K0  
[ckidd@temiskamingshores.ca](mailto:ckidd@temiskamingshores.ca)

Dear Mayor Kidd:

I am writing to thank you for taking the time to speak with me, and members of my staff, during the virtual 2021 Rural Ontario Municipal Association (ROMA) annual conference on January 26, 2021.

The ROMA annual conference continues to serve as a valuable forum for municipalities in Ontario to discuss the unique needs of Ontario's rural and northern communities.

It was a pleasure meeting with you and your delegation from the City of Temiskaming Shores to discuss a number of topics including the Court Security and Prisoner Transportation (CSPT) Transfer Payment (TP) Program. As shared during our meeting, a review of the CSPT TP program is necessary and until a review is completed, no changes will be made.

I am pleased to share with you that in September 2020, the ministry hired an independent consultant, Goss Gilroy Inc., to conduct a review of the court security and prisoner transportation process in Ontario, including the design of the CSPT TP Program. The program review is currently underway and we have been engaging our municipal and justice sector partners. This review is part of the ministry's ongoing work to reduce court delays, leverage technology and improve public safety to build a more responsive and efficient justice system. I look forward to reviewing recommendations in the final report expected soon.

As I also shared during our meeting, in an effort to improve efficiencies within the Justice system, the ministry, in partnership with the Ministry of the Attorney General (MAG), is increasingly making use of the Justice Video Network (JVN) video court technology, which allows individuals to attend remote court appearances using videoconferencing technology without leaving the correctional facility. The JVN is a service offered by the Ontario Public Service through the Justice Technology Services in partnership with the ministry and MAG.

During the initial months of the COVID-19 pandemic, the ministry worked in tandem with MAG and other Justice Sector partners to move all in-custody court appearances to video or telephone, unless required otherwise by the court per the direction of the Superior Court of Justice and Ontario Court of Justice.

On July 6, 2020, the Ontario Court of Justice and Superior Court of Justice resumed hearing a limited number of matters, in-person, at certain courthouses. As the pandemic has continued to evolve, the courts have once again given direction to prioritize the use of virtual proceedings, with in-person appearances occurring by exception only. When ordered, the ministry is obligated to make in-custody accused available to the courts, and will also continue to support the use of video and/or audio appearances where feasible.

Some benefits of provincial video court use in Ontario include:

- Increased capacity for meaningful appearances/hearings and a reduction of unnecessary in-person appearances, leading to more efficient and effective processing of cases;
- Enhanced safety and security in light of reduced movement of in-custody accused; and
- Promotion of Ontario's Green Strategy by reducing travel and resulting carbon emissions.

The ministry will continue to seek opportunities to further evolve and support transformation, modernization and justice system efficiencies. The use of video conferencing is just one step that has become an integral part of the Justice Sector's efforts to improve the criminal justice system.

Our meeting was productive, and I appreciate the valuable insights you and your delegation provided during our discussion.

Our government understands the importance of working with our municipal partners and we remain committed to serving and meeting the needs of rural and northern communities across Ontario.

Thank you again for meeting with us at the 2021 ROMA conference and I look forward to continued collaboration between the City of Temiskaming Shores and the Ministry of the Solicitor General.

Sincerely,



Sylvia Jones  
Solicitor General

c: The Honourable Doug Downey  
Attorney General

92-2021-396

February 24, 2021

Mayor Carman Kidd  
City of Timiskaming Shores

Email: [ckidd@temiskamingshores.ca](mailto:ckidd@temiskamingshores.ca)

Greetings Mayor Kidd:

I am writing to follow up on my letter of August 21, 2020 that outlined a proposal to establish Ontario's second local forest management corporation to manage the Temagami Management Unit (MU). I am pleased to share with you that on December 15, 2020 the Temagami Forest Management Corporation (TFMC) was established by an amendment of Ontario Regulation 111/12 under the *Ontario Forest Tenure Modernization Act, 2011*.

The Ministry of Natural Resources and Forestry (MNRF) recently posted a decision notice on the Environmental Registry of Ontario concerning the establishment of the TFMC: <https://ero.ontario.ca/notice/019-2148>. No comments were received during the consultation period that resulted in changes to the proposal.

The TFMC will carry out the objects of the corporation, operating as a forestry business encouraging new investment and facilitating long-term sustainable forest management. As a Crown agency, the TFMC will be governed by a board of directors appointed by the province. For more information about the TFMC and opportunities to serve on the board of directors please refer to the Public Appointments Secretariat website: <https://www.pas.gov.on.ca/Home/Agency/643>.

I also take this opportunity to note that the TFMC is proposed to become the sustainable forest licence holder on the Temagami MU. MNRF will provide additional information and opportunity to comment formally prior to any decision on the issuance of a sustainable forest licence.

If you have any questions related to the establishment of the TFMC or the public appointments process, please contact Gordon King, Indigenous Policy Advisor, Forest Industry Division at [gordon.king@ontario.ca](mailto:gordon.king@ontario.ca) or (705) 363-7016.

Sincerely,

A handwritten signature in black ink, appearing to read 'David de Geus', with a stylized flourish at the end.

David de Geus  
Manager  
Timber Allocations and Licensing Section

- c. Gordon King, Indigenous Policy Advisor, Forest Tenure Section, MNRF  
Mitch Baldwin, District Manager, North Bay District, MNRF  
Sylvain Levesque, Regional Director, NER, MNRF

**From:** MTO-COVID\_Transit\_Funding (MTO) <[MTO-COVID\\_Transit\\_Funding@ontario.ca](mailto:MTO-COVID_Transit_Funding@ontario.ca)>

**Sent:** March-02-21 5:19 PM

**To:** Laura Lee MacLeod <[lmacleod@temiskamingshores.ca](mailto:lmacleod@temiskamingshores.ca)>

**Subject:** SRA Funding Update (Phase 2 TPA For Municipal Execution and Reporting Guidelines/Templates) - Temiskaming Shores

Dear Municipal Transit Colleague:

This email is to provide you with an electronic copy of the transfer payment agreement (TPA) for Safe Restart Agreement (SRA) Phase 2 funding, for municipal execution between the City of Temiskaming Shores and the Province of Ontario.

It would be appreciated if you could please review the attached TPA, obtain a signature from your Mayor/Head of Council and other listed authorized representative (e.g., Clerk) and return a PDF version for ministerial signature to the SRA email account:

[MTO-COVID\\_Transit\\_Funding@ontario.ca](mailto:MTO-COVID_Transit_Funding@ontario.ca).

Please note that only high quality scanned PDF versions returned to MTO will be provided to the Minister for signature. Should the scanned TPA be of low quality (e.g., not clear, not straight, has spots on it) or has changes in any form (i.e., typed or handwritten), the version will not be accepted and your municipality will be asked to send a new version.

Your municipality will also need to provide a copy of the by-law(s) and, if applicable, resolution(s) authorizing the municipality to enter into the TPA with the Province. This requirement must be fulfilled prior to the Ministry providing funding to the municipality. These documents can also be sent to the SRA email account.

Please find attached a reporting template and Attestation Form. Municipalities must electronically submit a completed (1) report and (2) Attestation Form to the SRA email account by **May 31, 2021**. Once received, program staff will review your submission, reach out to you if they have any follow up questions, and provide your municipality with a funding payment for eligible costs submitted.

Please note that a letter will be sent to your Mayor/Head of Council in the coming days that describes the revisions made to the program and provides further details on their implementation, including the provision of Phase 3 funding.

Should you have any questions/concerns about any aspect of this process, please email the SRA email account and program staff will respond as quickly as possible.

We look forward to providing your municipality with much needed relief for efforts taken by your municipality to help keep transit staff and users safe during these unprecedented times.

Thank you,

Jamie Pearce  
Director, Municipal Programs Branch  
Agencies Oversight and Partnerships Division  
Ministry of Transportation  
437-218-1799

# COMMUNIQUE

du commissaire des incendies

March 4, 2021

**No.** 2021-02

## ONTARIO FIRE COLLEGE TRAINING MODERNIZATION

This Fire Marshal's Communiqué is issued as a follow up to the January 13, 2021 announcement regarding the decommissioning of the Ontario Fire College (OFC) and the modernization of fire safety training in Ontario.

This Communiqué provides an overview of OFC training modernization through several modes, including online and blended courses, Regional Training Centres (RTCs) and Learning Contracts.

A fire department's training program should be designed to meet its set level of fire protection service, based on its needs and circumstances, and guided by the advice of the fire chief. A training program can include a combination of different OFC training modes as well as local in-house training.

While the decommissioning of the OFC campus in Gravenhurst is set for March 31, 2021, staff will continue to play a leading role in developing training courses. This will include curriculum design and development, registration services, online training development and maintenance, training development to build capacity in RTCs, and monitoring performance and quality assurance of programs at the local level.

As part of this plan, OFC instructors will be assigned regionally so that fire departments have a central point of contact for all training inquiries within their region. Instructors will work collaboratively to ensure the availability of training across Ontario.

Available options for OFC training are outlined below:

1. Online and Blended Courses
2. Learning Contracts
3. Regional Training Centres (RTC)
4. Mobile Live Fire Training Units (MLFTUs)

Inquiries on any of the options available, or how to contact the instructor assigned to your region can be directed to Guy Degagne, Assistant Deputy Fire Marshal, Training and Certification (Guy.Degagne@ontario.ca).



## **1. Online and Blended Courses**

Online courses are generally self-paced, which allows for greater flexibility in completing coursework.

Blended courses have a portion of the course online, combined with specific in-person training sessions. The purpose of blended learning is to focus in-person training to elements that cannot be taught online. Blended courses are offered through RTCs or Learning Contracts.

The following courses are available in either an online and/or blended format:

<b>Course</b>	<b>Online</b>	<b>Blended</b>
Legislation	X	
NFPA 1521	X	
NFPA 1031 – Level 1	X	
NFPA 1035 – PIO	X	
NFPA 1035 – Level 1	X	
NFPA 1021 – Level 1	X	X
NFPA 1021 – Level 2		X
NFPA 1021 – Level 3		X
NFPA 1021 – Level 4		X
NFPA 1041 – Level 1	X	X
NFPA 1041 – Level 2		X
Fire Code – Part 2	X	
Fire Code – Part 6	X	
Fire Code – Part 9	X	
NFPA 1001 – Level 1		X
NFPA 1001 – Level 2		X
NFPA 1002		X
NFPA 1006 – Ice/Water Rescue		X
NFPA 1033 – Fire Investigator		X

The remaining National Fire Protection Association (NFPA) courses are scheduled to be upgraded to online and/or blended by the 2022-23 OFC calendar year. These include:

<b>Course</b>	<b>Online</b>	<b>Blended</b>
NFPA 1031 – Level 1	X	
Fire Code – Part 3	X	
Fire Code – Part 4	X	
Fire Code – Part 5	X	
Courtroom Procedures	X	X
NFPA 1072 Haz Mat Operations		X

## **2. Learning Contracts**

Learning contracts provide access to OFC programs through in-house training that is affordable and scalable, and they are provided at the local fire department at their pace. Learning contracts are set up within one fire department, but there is an opportunity for smaller departments to share in the training.

The OFC supports learning contracts with full OFC course delivery including full registration in the OFC database; OFC course numbers; OFC course material; OFC assistance with arranging ASE testing; OFC support in case of Ministry of Labour investigations; and OFC certificates of completion for each student.

Course delivery costs \$65 per student. Training can occur during working hours to reduce overtime costs and can be provided by fire departments' training staff.

## **3. Regional Training Centres (RTC)**

RTCs are operated by municipalities, community colleges, or associations. They are strategically located across the province and provide access to training for career, composite, volunteer, Northern Fire Protection Program (NFPP), and First Nations fire departments.

RTCs are capable of delivering all NFPA programs, including certification testing, and courses meet professional qualification standards including classroom and outdoor fire ground training. It is important to note that course availability across Ontario will be based on a needs analysis that must support local fire departments and the RTC's infrastructure and capacity to deliver.

A number of factors may result in cost savings or avoidance for fire departments that train at RTCs including mileage to and from the home location, costs to backfill fire department personnel, meal reimbursement, banked time and overtime costs.

The interest to open and operate a new RTC has grown significantly since the announcement in January. A map of current RTC locations is provided below, along with some additional locations being considered. Please note that potential locations are continually being updated and not all locations are reflected in the attached map.

## **4. Mobile Live Fire Training Units (MLFTUs)**

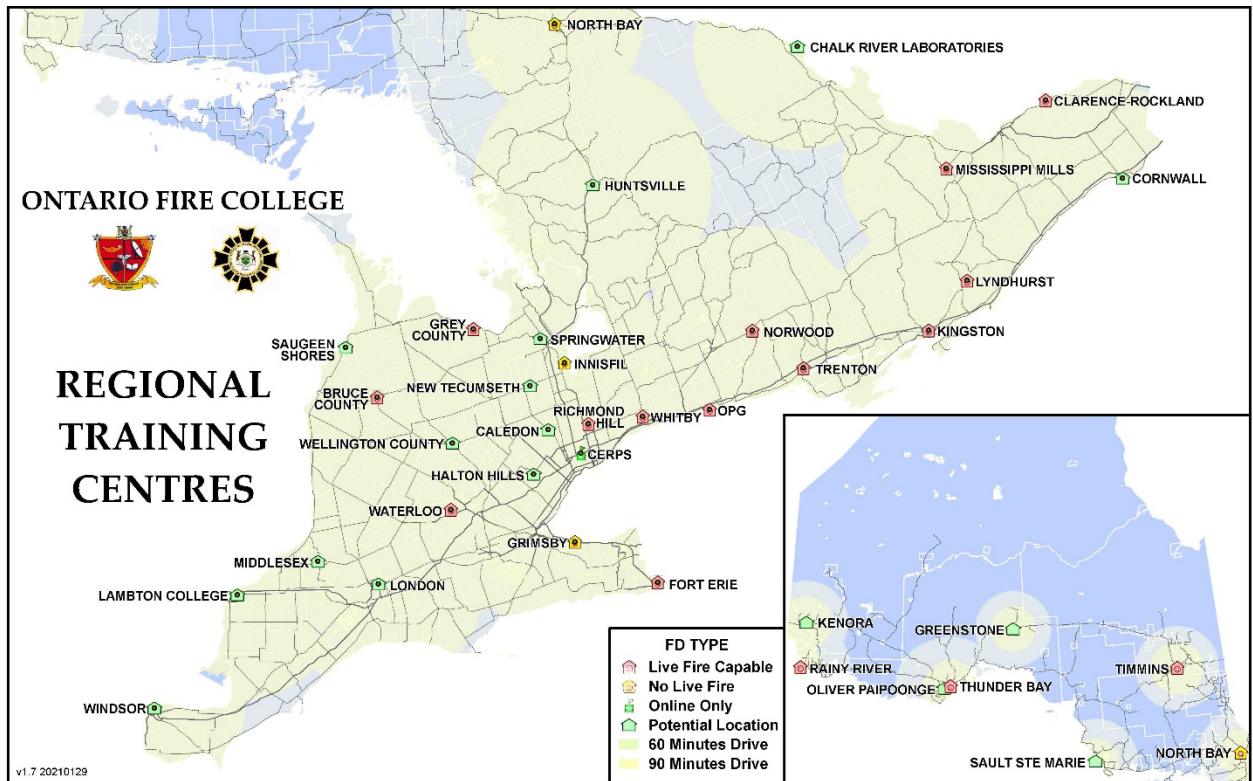
The OFM has purchased two mobile live fire training units that will be available to fire departments across Ontario. In order to support training across the province, one unit will be deployed in northern Ontario and one in southern Ontario. However, this will be continually reviewed to assess where there is the greatest need.

The MLFTUs offer diverse options for live fire training to meet the unique needs of training including: a confined space rescue hatch; main level training rooms; different attack options; multi-prop fire simulators; and portable props.

The OFM will be deploying these units in 2021 and can have them delivered to any location. The MLFTUs will need to be booked in advance and will be available seasonally between May and October. Please contact the OFC Registrar at [ApplyOFC@ontario.ca](mailto:ApplyOFC@ontario.ca) to reserve a unit.

## Appendix 1

### Map of Ontario's 20 Current Regional Training Centres



**Appendix 2**  
**Ontario Fire College – Geographic Coverage Areas**

<b>Andrew Blair – Eastern Ontario</b>	<ul style="list-style-type: none"> <li>• Northumberland</li> <li>• Peterborough</li> <li>• Hasting</li> <li>• Prince Edward</li> <li>• Lennox Addington</li> <li>• Frontenac</li> <li>• Lanark</li> <li>• Ottawa</li> <li>• Leeds and Grenville</li> <li>• Stormont, Dundas, and Glengarry</li> <li>• Prescott-Russell</li> </ul>
<b>Robert King – Central Ontario</b>	<ul style="list-style-type: none"> <li>• Kawartha Lakes</li> <li>• Haliburton</li> <li>• Muskoka</li> <li>• Simcoe</li> <li>• Grey</li> <li>• Bruce</li> <li>• Dufferin</li> </ul>
<b>Ken Benoit – GTA / Niagara</b>	<ul style="list-style-type: none"> <li>• Durham</li> <li>• York</li> <li>• Peel</li> <li>• Toronto</li> <li>• Halton</li> <li>• Hamilton</li> <li>• Niagara</li> </ul>
<b>Lyle Quan – Southwest Ontario</b>	<ul style="list-style-type: none"> <li>• Wellington</li> <li>• Waterloo</li> <li>• Brant</li> <li>• Haldimand</li> <li>• Norfolk</li> <li>• Oxford</li> <li>• Perth</li> <li>• Huron</li> <li>• Middlesex</li> <li>• Elgin</li> <li>• Lambton</li> <li>• Chatham-Kent</li> <li>• Essex</li> </ul>

<b>Grant Love – Northeast Ontario</b>	<ul style="list-style-type: none"> <li>• Renfrew</li> <li>• Nipissing</li> <li>• Parry Sound</li> <li>• North Bay</li> <li>• Temiskaming</li> </ul>
<b>Jamie Meyer – Rainbow / Algoma / Far Northeast</b>	<ul style="list-style-type: none"> <li>• Sudbury</li> <li>• Algoma (Wawa and East and South of Wawa)</li> <li>• Cochrane</li> <li>• Manitoulin</li> </ul>
<b>Jennifer Grigg – Northwest Ontario (Nipigon and East)</b>	<ul style="list-style-type: none"> <li>• Thunder Bay (Area East of Nipigon)</li> <li>• Algoma (Wawa and West and North of Wawa)</li> </ul>
<b>Tim Beebe – Northwest Ontario (Nipigon and West)</b>	<ul style="list-style-type: none"> <li>• Kenora</li> <li>• Rainy River</li> <li>• Thunder Bay (Area West of Nipigon)</li> </ul>



**VIA EMAIL –** [christine.elliott@pc.ola.org](mailto:christine.elliott@pc.ola.org)

Office of the Regional Chair  
1151 Bronte Road  
Oakville ON L6M 3L1  
Fax: 905-825-8273

March 2, 2021

The Honourable Christine Elliott  
Deputy Premier and Minister of Health  
Ministry of Health  
5th Floor, 777 Bay Street  
Toronto, ON M7A 2J3

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Dear Minister Elliott,

**Re: Long-Term Care Homes**

I would like to take this opportunity to bring to your attention an issue of critical importance to Halton Regional Council. The COVID-19 pandemic has disproportionately impacted residents in Long-Term Care homes and exposed the structural weaknesses in the Long-Term Care system.

In July 2020, the Provincial Government launched an independent commission to investigate COVID-19 spread within Long-Term Care homes, how residents, staff and families were impacted and the adequacy of measures taken by the province and other parties to prevent, isolate and contain the spread of the virus.

On January 29, 2021, the Association of Municipalities of Ontario (AMO) provided a Board-approved submission, *Improving the Long-Term Care Outbreak Response in Ontario: Submission to the Long-Term Care COVID-19 Commission*, outlining recommendations to the Commission on behalf of the municipal governments that operate 100 of the 626 long-term care homes in Ontario. This submission put forward 48 recommendations for action in both public and private long-term care homes across nine themes.

Halton Regional Council endorses AMO's recommendations to the Long-Term Care COVID-19 Commission and strongly urges the Provincial Government to move forward with implementation of these recommendations, including instituting higher standards with increased funding to homes to implement those standards.

Halton Region is requesting that the Federal Government enhance federal health care funding to the Provinces and Territories, specifically dedicating funding to long-term care, and to undertake further efforts to protect, promote and restore the physical and mental well-being of Long-Term Care residents in Canada.

Halton Region is also requesting that the Federation of Canadian Municipalities (FCM) develop a policy and advocacy position on enhanced federal support for long-term care.

**Regional Municipality of Halton**

HEAD OFFICE: 1151 Bronte Rd, Oakville, ON L6M 3L1  
905-825-6000 | Toll free: 1-866-442-5866

Accordingly, at its meeting on Wednesday, February 17, 2021, the Halton Regional Council unanimously adopted the following resolution:

**RESOLUTION: Long-Term Care Homes**

WHEREAS residents and staff at long-term care (LTC) homes have been disproportionately affected by COVID-19; and

WHEREAS in the first wave of the pandemic (March - July 2020) there were approximately 5,488 resident cases and 2,290 staff cases in Ontario and tragically 1,817 residents and seven staff lost their lives to this disease; and

WHEREAS on 15 April 2020, Premier Ford stated, “we will stop at nothing to protect those who cannot protect themselves. Today we are launching an all-out plan to fight COVID-19 in our long-term care homes. We will fortify the iron ring of protection around our long-term care residents and those who care for them. We’ll go further in our testing, screening, surveillance, targeting the homes facing outbreaks”; and

WHEREAS there have been approximately 9,417 resident cases and 4,217 staff cases in Ontario in the second wave (2 September 2020-16 February 2021) and 1,869 residents and three staff lost their lives, representing an increase of resident deaths from the first to second wave; and

WHEREAS for-profit LTC homes have seen a disproportionate incidence of care failing to meet the standard of the Long-Term Care Act, which states that “...a long-term care home is primarily the home of its residents and is to be operated so that it is a place where they may live with dignity and in security, safety and comfort and have their physical, psychological, social, spiritual and cultural needs adequately met”; and

WHEREAS the Canadian Armed Forces (CAF) report dated 20 May 2020 revealed conditions including inadequate staffing levels and training, limited medical supplies, unsafe medication administration, insufficient procedures to reduce the spread of COVID-19, poor infection prevention and control standards of practice, deficiencies in infrastructure and significant concerns about standards of care including seniors calling out for help, rotting food, missed meals, seniors left in soiled diapers and linens and cockroach and bug infestations; and

WHEREAS similar conditions were found in the second wave, including ongoing shortages of qualified, trained staff, ineffective use of PPE to prevent COVID-19 transmission, violation of protocols and practices including one instance in which residents who had tested positive for COVID-19 had their door handles removed, physical distancing and isolation challenges from continuing to house several residents in ward rooms with a shared bathroom and ongoing infection prevention and control standard concerns, all problems that were not fixed after the recommendations of the CAF;



WHEREAS the Provincial Government has launched an independent commission to investigate COVID-19 spread within LTC homes, how residents, staff and families were impacted and the adequacy of measures taken by the province and other parties to prevent, isolate and contain the spread; and

WHEREAS the Association of Municipalities of Ontario (AMO) has provided a Board-approved submission, Improving the Long-Term Care Outbreak Response in Ontario: Submission to the Long-Term Care COVID-19 Commission, on 29 January 2021, outlining recommendations to the Commission on behalf of the municipal governments that operate 100 of the 626 long-term care homes in Ontario; and

WHEREAS AMO's submission puts forward 48 recommendations for action in both public and private long-term care homes across nine themes: Vision for Long-Term Care and Leadership Culture, Public Health and Safety, Planning and Communications, Staffing Measures, Care for Residents, Funding, Inspections - Enforcement and Compliance, and Mental Health and Well-Being; and

WHEREAS one of the key recommendations of the AMO submission is that the Ministry of Long-Term Care and Ministry of Health review the adequacy of infection prevention and control programs under the Long-Term Care Homes Act, 2007 in preventing and managing COVID-19 outbreaks, and to institute higher standards with increased funding to homes to implement these standards; and

WHEREAS the Canada Health Act's aim is to protect, promote and restore the physical and mental well-being of residents of Canada, and that the Federal Government provides health care funding to Provinces and Territories through the Canada Health Transfer; and

WHEREAS the Federal Government does not currently provide funding earmarked to support the LTC home sector, and;

WHEREAS the Federation of Canadian Municipalities (FCM) works with and advocates to the Federal Government to secure new tools and empower municipalities to build stronger communities; and

WHEREAS the operation of LTC homes is a municipal responsibility in Ontario but is of significance to the federal-municipal relationship.

NOW THEREFORE BE IT RESOLVED:

THAT Halton Regional Council endorses AMO's recommendations contained in its submission to the Long-Term Care COVID-19 Commission;

THAT Halton Regional Council strongly urges the Provincial Government to move forward with implementation of these recommendations, including instituting higher standards with increased funding to homes to implement those standards;

Page 4

THAT Halton Region advocate to the Federal Government to enhance federal health care funding to the Provinces and Territories, specifically dedicating funding to long-term care, and to undertake further efforts to protect, promote and restore the physical and mental well-being of long-term care residents in Canada;

THAT Halton Region request FCM to develop a policy and advocacy position on enhanced federal support for long-term care;

THAT this resolution be sent to the Prime Minister of Canada, the Premier of Ontario, the Federal and Provincial Ministers of Health, and FCM for their immediate action and that a copy be sent to AMO, and Halton Members of Parliament and Provincial Parliament for their information;

AND that a copy of this resolution be sent to all Ontario upper-tier and single-tier municipalities for their endorsement.

Thank you for your immediate attention to this important issue, I look forward to hearing from you.

Sincerely,



Gary Carr  
Regional Chair

- c. The Right Honourable Justin Trudeau, Prime Minister  
The Honourable Doug Ford, Premier of Ontario  
The Honourable Patty Hajdu, Minister of Health  
Carole Saab, CEO, Federation of Canadian Municipalities  
The Honourable Anita Anand, MP, Oakville  
The Honourable Karina Gould, MP, Burlington  
The Honourable Michael Chong, MP, Wellington-Halton Hills  
Pam Damoff, MP, Oakville North-Burlington  
Adam van Koeeverden, MP, Milton  
The Honourable Ted Arnott, MPP, Wellington-Halton Hills  
Jane McKenna, MPP, Burlington  
Parm Gill, MPP, Milton  
Stephen Crawford, MPP, Oakville  
Effie Triantafilopoulos, MPP, Oakville North – Burlington  
Association of Municipalities of Ontario, Brian Rosborough  
Ontario Upper-Tier Municipalities  
Ontario Single-Tier Municipalities



## The Regional Municipality of Halton

THE FOLLOWING RESOLUTION WAS APPROVED BY REGIONAL COUNCIL AT ITS MEETING HELD WEDNESDAY, FEBRUARY 17, 2021

WHEREAS residents and staff at long-term care (LTC) homes have been disproportionately affected by COVID-19; and

WHEREAS in the first wave of the pandemic (March - July 2020) there were approximately 5,488 resident cases and 2,290 staff cases in Ontario and tragically 1,817 residents and seven staff lost their lives to this disease; and

WHEREAS on 15 April 2020, Premier Ford stated, "we will stop at nothing to protect those who cannot protect themselves. Today we are launching an all-out plan to fight COVID-19 in our long-term care homes. We will fortify the iron ring of protection around our long-term care residents and those who care for them. We'll go further in our testing, screening, surveillance, targeting the homes facing outbreaks"; and

WHEREAS there have been approximately 9,417 resident cases and 4,217 staff cases in Ontario in the second wave (2 September 2020-16 February 2021) and 1,869 residents and three staff lost their lives, representing an increase of resident deaths from the first to second wave; and

WHEREAS for-profit LTC homes have seen a disproportionate incidence of care failing to meet the standard of the Long-Term Care Act, which states that "...a long-term care home is primarily the home of its residents and is to be operated so that it is a place where they may live with dignity and in security, safety and comfort and have their physical, psychological, social, spiritual and cultural needs adequately met"; and

WHEREAS the Canadian Armed Forces (CAF) report dated 20 May 2020 revealed conditions including inadequate staffing levels and training, limited medical supplies, unsafe medication administration, insufficient procedures to reduce the spread of COVID-19, poor infection prevention and control standards of practice, deficiencies in infrastructure and significant concerns about standards of care including seniors calling out for help, rotting food, missed meals, seniors left in soiled diapers and linens and cockroach and bug infestations; and

WHEREAS similar conditions were found in the second wave, including ongoing shortages of qualified, trained staff, ineffective use of PPE to prevent COVID-19 transmission, violation of protocols and practices including one instance in which residents who had tested positive for COVID-19 had their door handles removed,

physical distancing and isolation challenges from continuing to house several residents in ward rooms with a shared bathroom and ongoing infection prevention and control standard concerns, all problems that were not fixed after the recommendations of the CAF;

WHEREAS the Provincial Government has launched an independent commission to investigate COVID-19 spread within LTC homes, how residents, staff and families were impacted and the adequacy of measures taken by the province and other parties to prevent, isolate and contain the spread; and

WHEREAS the Association of Municipalities of Ontario (AMO) has provided a Board-approved submission, Improving the Long-Term Care Outbreak Response in Ontario: Submission to the Long-Term Care COVID-19 Commission, on 29 January 2021, outlining recommendations to the Commission on behalf of the municipal governments that operate 100 of the 626 long-term care homes in Ontario; and

WHEREAS AMO's submission puts forward 48 recommendations for action in both public and private long-term care homes across nine themes: Vision for Long-Term Care and Leadership Culture, Public Health and Safety, Planning and Communications, Staffing Measures, Care for Residents, Funding, Inspections - Enforcement and Compliance, and Mental Health and Well-Being; and

WHEREAS one of the key recommendations of the AMO submission is that the Ministry of Long-Term Care and Ministry of Health review the adequacy of infection prevention and control programs under the Long-Term Care Homes Act, 2007 in preventing and managing COVID-19 outbreaks, and to institute higher standards with increased funding to homes to implement these standards; and

WHEREAS the Canada Health Act's aim is to protect, promote and restore the physical and mental well-being of residents of Canada, and that the Federal Government provides health care funding to Provinces and Territories through the Canada Health Transfer; and

WHEREAS the Federal Government does not currently provide funding earmarked to support the LTC home sector, and;

WHEREAS the Federation of Canadian Municipalities (FCM) works with and advocates to the Federal Government to secure new tools and empower municipalities to build stronger communities; and

WHEREAS the operation of LTC homes is a municipal responsibility in Ontario but is of significance to the federal-municipal relationship.

NOW THEREFORE BE IT RESOLVED:

THAT Halton Regional Council endorses AMO's recommendations contained in its submission to the Long-Term Care COVID-19 Commission;

THAT Halton Regional Council strongly urges the Provincial Government to move forward with implementation of these recommendations, including instituting higher standards with increased funding to homes to implement those standards;

THAT Halton Region advocate to the Federal Government to enhance federal health care funding to the Provinces and Territories, specifically dedicating funding to long-term care, and to undertake further efforts to protect, promote and restore the physical and mental well-being of long-term care residents in Canada;

THAT Halton Region request FCM to develop a policy and advocacy position on enhanced federal support for long-term care;

THAT this resolution be sent to the Prime Minister of Canada, the Premier of Ontario, the Federal and Provincial Ministers of Health, and FCM for their immediate action and that a copy be sent to AMO, and Halton Members of Parliament and Provincial Parliament for their information;

AND that a copy of this resolution be sent to all Ontario upper-tier and single-tier municipalities for their endorsement.

\* \* \* \* \*



**THE CORPORATION OF THE CITY OF SARNIA**  
**City Clerk's Department**

255 Christina Street N. PO Box 3018  
Sarnia ON Canada N7T 7N2  
519-332-0330 (phone) 519-332-3995 (fax)  
519-332-2664 (TTY)  
[www.sarnia.ca](http://www.sarnia.ca) [clerks@sarnia.ca](mailto:clerks@sarnia.ca)

March 4, 2021

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto, ON M7A 1A1

Dear Premier Ford,

**Re: Colour Coded Capacity Limits**

At its meeting held on March 1, 2021, Sarnia City Council discussed the challenges local businesses are facing with respect to the colour coded system within the Province's COVID-19 Response Framework. The following motion was adopted:

***That Sarnia City Council strongly advocate to the Province of Ontario that they adjust the capacity limits for dining, restaurants, sporting and recreational facilities, places of worship, event centers, and all retail/small businesses as part of the colour coded system.***

The following rationale was provided with the introduction of the motion:

- The red zone currently only allows 10 people indoors at a dining or a sporting / recreational facility (regardless of the size), places of worship are capped at 30% or 50 people, and retail / small business is limited to a 50% capacity.
- These businesses and organizations have heavily invested in facility improvements and expensive upgrades to ensure safe social distancing and have all the appropriate safety and protection measures in place.
- Businesses in particular cannot properly plan under the current uncertainty and that means the loss of jobs and income for both workers and owners as well as mental health challenges.

- Indoor capacity limits for restaurants, dining, sporting / recreational facilities, event centers, retail / small business, and places of worship should not involve arbitrary numbers (regardless of size), but instead be changed to the amount of people per facility which ensures that strict and safe social distancing can be maintained.

Sarnia City Council has requested that all municipalities in Ontario join this advocacy effort.

On behalf of Sarnia City Council, I look forward to your reply.

Sincerely,

A handwritten signature in cursive script, appearing to read 'AB', followed by a horizontal line.

Amy Burkhart  
Acting City Clerk

Cc: All Ontario Municipalities  
Ms. Marilyn Gladu, MP Sarnia-Lambton  
Mr. Bob Bailey, MPP Sarnia-Lambton

# DECISION OF THE INTEGRITY COMMISSIONER

## CITY OF TEMISKAMING SHORES

**CONFLICT OF INTEREST COMPLAINT RE:**

**MAYOR CARMAN KIDD**



***Office of the Integrity  
Commissioner***

**Prepared By:**

Darren Nesbitt  
Investigator  
Peggy Young-Lovelace  
E4m Consultant



## I. EXECUTIVE SUMMARY

- [1] These reasons relate to an inquiry under sections 223.4.1 and 223.2 of the *Municipal Act, 2001*, (the “*Municipal Act*”) about Carman Kidd (“Mayor Kidd”), an elected member of the City Council (“Council”) for the City of Temiskaming Shores (“City”).
- [2] The Applicant alleged that Mayor Kidd contravened the *Municipal Conflict of Interest Act* (“*MCIA*”) when the Mayor declared a pecuniary interest in a matter that Council was considering related to Temiskaming Shores Senior Housing Corporation (“TSSHC”) and then attempted to influence the Applicant and other members of Council on that matter.
- [3] TSSHC is a non-profit corporation. Mayor Kidd is a Director of the TSSHC and holds the position of President. He has not been appointed to this position by Council. He is, as such, a member of a Body which will become significant further in this report.
- [4] On December 12, 2019, Mayor Kidd signed a letter addressed to Council on behalf of the TSSHC. The letter outlined that the TSSHC had requested TD Finance to increase the amount of their mortgage by \$153,265 and asked, “*Council if they will amend their resolution to increase the level of their mortgage guarantee, to cover that amount.*”<sup>1</sup>
- [5] This letter was on the agenda for the December 17, 2019, Council Meeting.
- [6] Mayor Kidd declared a pecuniary interest in the matter and left the meeting while the request was considered by Council<sup>2</sup>.
- [7] The Applicant alleged that on December 16, 2019 (the day prior to the meeting) Mayor Kidd contacted the Applicant. During the conversation, Mayor Kidd asked what the Applicant’s “*intentions were for the most recent request by TSSHC*”<sup>3</sup>. The Applicant advised Mayor Kidd of the Applicant’s intention not to support the request. After this statement, Mayor Kidd “*repeatedly asked [the Applicant] to support the request and tried to explain the financial calculation to support his request*”.<sup>4</sup>
- [8] Additionally, the Applicant alleged that Mayor Kidd disclosed that he had spoken with another Councillor and believed he had been successful in convincing the other Councillor to support the request.
- [9] In the investigation, Mayor Kidd did not deny contacting the two members of Council. He reported that spoke directly with these two members as they were on the Corporate Services Committee with him.
- [10] An article in the Temiskaming Speaker [December 23, 2019] written by Diana Johnston “*Council debate – Seniors’ Housing drawing interest*” reported a follow up conversation with Mayor Kidd:

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<sup>1</sup> Letter from Temiskaming Shores Seniors Housing Corp was included in the December 17, 2019, Agenda Package.

<sup>2</sup> As recorded in the December 17, 2019 meeting minutes.

<sup>3</sup> Applicant’s written statement

<sup>4</sup> Ibid

*“As for the issue of conflict of interest, Kidd said he'd called Laferriere and Whalen, who are both members of the corporate services committee, to see if they had concerns.*

*"I guess as a private citizen, chairing this organization, I have the ability to lobby council, That's basically what I was doing, making sure they don't have any issues, trying to answer their questions, because I knew I probably wouldn't be able to answer their questions tonight" [December 17, Council Meeting]*

- [11] In the same article, The Applicant noted that this was not in accordance with the City's process and that the matter should have been considered first by the Corporate Services Committee.
- [12] Mayor Kidd sought advice from the Integrity Commissioner September 24, 2019, regarding his involvement with TSSHC and his obligations under the *MCIA*. Advice was given to Mayor Kidd by the Integrity Commissioner on September 30, 2019. On two occasions in the response, Mayor Kidd was reminded that when he has a pecuniary interest, he is not able to influence the decision before, during or after the vote.
- [13] The request from the TSSHC considered by Council at their December 17, 2019, was pecuniary in nature and Mayor Kidd properly declared his indirect pecuniary interest in this matter, did not participate in the discussion or the vote. In fact, Mayor Kidd left the meeting.
- [14] Mayor Kidd ought not to have contacted the Applicant or other members of Council or a committee of Council to discuss the request.
- [15] We find that Mayor Kidd contravened section 5(1)(c) of the *MCIA* by attempting to influence the decision of Council when he signed a letter on behalf of the TSSHC requesting that Council increase the mortgage guarantee for the corporation.
- [16] Further, we find that Mayor Kidd contravened section 5(1)(c) of the *MCIA* when he attempted to influence members of Council to vote in favour of the TSSHC request considered by Council at their December 17, 2019 meeting.
- [17] Notably, had the matter been considered by the Corporate Services Committee, and had Mayor Kidd attempted to influence the decision of that Committee he would have been in contravention of section 5.2 of the *MCIA* as well.
- [18] Because we have found that Mayor Kidd contravened the *MCIA* and that such contravention was contrary to advice given to him by the Integrity Commissioner, we will be applying to a Judge of the Ontario Superior Court of Justice under section 8 of the *MCIA* for a determination of whether Mayor Kidd contravened the *MCIA* and, if so, a decision as to the penalty to be imposed.

## II. LEGISLATIVE FRAMEWORK

[19] Under section 223.4.1(2) of the *Municipal Act*, an elector or a person demonstrably acting in the public interest may apply in writing to the Integrity Commissioner for an inquiry to be carried out concerning an alleged contravention of sections 5, 5.1 or 5.2 of the *MCIA* by a member of Council or a member of a local board.

[20] Sections 5, 5.1 and 5.2 of the *MCIA* provide as follows:

**5** (1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the council or local board at which the matter is the subject of consideration, the member,

- (a) shall, prior any consideration of the matter at the meeting, disclose the interest and the general nature thereof;
- (b) shall not take part in the discussion of, or vote on any question in respect of the matter; and
- (c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question. R.S.O. 1990, c. M.50, s.5 (1).

### **Where member to leave closed meeting**

(2) Where the meeting referred to in subsection (1) is not open to the public, in addition to complying with the requirements of that subsection, the member shall forthwith leave the meeting or the part of the meeting during which the matter is under consideration. R.S.O. 1990, c. M.50, s.5 (2).

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### **Written statement re disclosure**

**5.1** At a meeting at which a member discloses an interest under section 5, or as soon as possible afterwards, the member shall file a written statement of the interest and its general nature with the clerk of the municipality or the secretary of the committee or local board, as the case may be. 2017, c. 10, Sched. 3, s. 4.

### **Influence**

**5.2** (1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter that is being considered by an officer or employee of the municipality or local board, or by a person or body to which the municipality or local board has delegated a power or duty, the member shall not use her or her office in any way to attempt to influence any decision or recommendation that results from consideration of the matter. 2017, c. 10, Sched. 3, s. 4.

- [21] Part 4, sections; 22.1, 22.2 a and b of the City of Temiskaming Code of Conduct provide as follows:

*"PART 4 – VOTING & DEBATE PROCEDURES 22. CONFLICT OF INTEREST  
22.1 All members have a personal obligation to comply with the Municipal Conflict of Interest Act.*

*22.2 A member shall declare a conflict of interest in accordance with the Municipal Conflict of Interest Act and*

*(a) shall, prior to any consideration of the matter at a meeting, disclose the interest and the general nature thereof;*

*(b) shall not take part in the discussion of, or vote on any motion in respect of the matter; and*

*(c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such motion".*

- [22] When an application is submitted alleging a member of Council has contravened sections 5, 5.1 or 5.2 of the *MCIA*, we may then conduct an inquiry. Upon completion of the inquiry, we may apply to a Judge under section 8 of the *MCIA* for a determination as to whether the member has contravened sections 5, 5.1 or 5.2 of the *MCIA*. We must publish written reasons as to whether we intend to apply to a Judge under section 8 of the *MCIA*. These are those reasons.

### **III. THE APPLICATION**

- [23] On December 18, 2019, E4M as Integrity Commissioner received an application for inquiry (hereinafter the "Application") with respect to Mayor Carman Kidd. The applicant, Councillor Danny Whalen, is an elector under the *MCIA* and was therefore entitled to make an application for inquiry under section 223.4.1 of the *Municipal Act*. The applicant declared that the application was made within six weeks of the applicant becoming aware of the alleged contravention. In that the application occurs within one (1) day of the subject Council meeting and two (2) days from the date the Applicant alleged Mayor Kidd contacted him and attempted to influence his decision, we find that the application was brought within the timelines set by the *MCIA*.

### **IV. THE INQUIRY PROCESS**

- [24] Upon receipt of the Application, we completed an initial review of the complaint and determined that there were sufficient grounds to conduct an inquiry into the matter.
- [25] The matter was assigned to Darren Nesbitt, an investigator with Investigative Solutions Network ("ISN"). ISN, an agent of the Integrity Commissioner interviewed the Applicant, the other member of Council contacted by Mayor Kidd and Mayor Kidd. The interviews were voice recorded and transcribed.
- [26] In addition, the following documents were reviewed:
- Agenda for the December 17, 2019, Council Meeting

- Letter dated December 12, 2019, from the TSSHC [part of the December 17, 2019 agenda package]
- Minutes of the December 17, 2019, Council meeting [as contained in the January 7, 2020, agenda package]
- Newspaper article dated December 23, 2019, in the Temiskaming Speaker titled “*Council debate – Seniors’ Housing drawing interest*” authored by Diana Johnston
- Integrity Commissioner Advice dated September 30, 2019

## V. THE FACTS

- [27] The basis for the Application is that Mayor Kidd attempted to influence the Applicant’s vote on a matter that Council was considering at their December 17, 2019, meeting in which Mayor Kidd had a pecuniary interest as the President/Chair of the non-profit corporation making the request [TSSHC].
- [28] The Applicant reported that the TSSHC has made several presentations to City Council requesting financial and in-kind assistance from the City. Mayor Kidd acted as board chair for TSSHC on previous occasions including remaining in closed session meetings of Council after he had declared a conflict contrary to s5(2) of the MCIA.
- [29] The Applicant advised that he had previously discussed with Mayor Kidd the potential conflict of interest he was putting himself in, due to the fact that he is the Board Chair and President of the TSSHC. The Applicant’s evidence was that Mayor Kidd said that he was well aware of this but did not feel that he was in a conflict of interest position.
- [30] The Applicant stated that Mayor Kidd emailed the Integrity Commissioner on September 24, 2019 and asked for an opinion, and Integrity Commissioner confirmed with an opinion letter that Mayor Kidd was in a position of conflict of interest. This letter very clearly stated that Mayor Kidd could be seen under certain circumstances to be in a position of conflict of interest, even citing direct quotations and section numbers from the MCIA.
- [31] On December 12, 2019, Mayor Kidd signed a letter addressed to Council on behalf of the TSSHC. The letter outlined that the TSSHC requested TD Finance increase the amount of their mortgage by \$153,265 and asked, “*Council if they will amend their resolution to increase the level of their mortgage guarantee, to cover that amount.*”<sup>5</sup>
- [32] This letter was on the agenda for the December 17, 2019, Council Meeting.
- [33] Mayor Kidd declared a pecuniary interest in the matter and left the meeting while the request was considered by Council<sup>6</sup>.
- [34] On December 16, 2019, Mayor Kidd made a phone call to the Applicant and another member of Council. These calls were made under the guise of Mayor Kidd wanting to check in with his fellow “*Corporate Services Committee members*”, a committee that all

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<sup>5</sup> Letter from Temiskaming Shores Seniors Housing Corp was included in the December 17, 2019, Agenda Package.

<sup>6</sup> As recorded in the December 17, 2019 meeting minutes.

three individuals were a part of, to see if they had any questions regarding the upcoming vote on the TSSHC matter, as Mayor Kidd would have to recuse himself at the Council meeting.

- [35] The Applicant recalled that during this telephone conversation, Mayor Kidd asked if he could count on the Applicant's support for the upcoming TSSHC request. The Applicant told Mayor Kidd that since Mayor Kidd had declared a conflict, he should not be involved in this matter. The Applicant told the investigator that Mayor Kidd stated that he did declare a conflict, but he "*needed this to go through*"<sup>7</sup>.
- [36] The Applicant also stated that Mayor Kidd advised that he also called another Councillor and had convinced him to support the upcoming TSSHC request.
- [37] The other member of Council confirmed with the investigator that Mayor Kidd called the night before the Council meeting and asked if the Councillor would be supporting the motion regarding the TSSHC at the Council meeting. The Councillor advised that Mayor Kidd stated he was not trying to sway the Councillor one way or the other, Mayor Kidd just wanted the Councillor to be aware of the motion. The Councillor stated that "*If I was in his shoes, I would not be having the conversation*".
- [38] The Councillor also stated that after Mayor Kidd received his opinion letter from the Integrity Commissioner, he did in fact declare he was in a conflict of interest at future Council meetings. However, at one particular meeting prior to getting this advice, Mayor Kidd vacated his position as Mayor and did not appoint a replacement. Mayor Kidd then gave a presentation as Chair of the TSSHC, which is "*against procedure*".
- [39] Mayor Kidd stated that the advice he received from the Integrity Commissioner was that as a member of a body dealing with Council, he was in a conflict but had no pecuniary interest. Mayor Kidd stated that since he received the advice, he had been declaring a conflict and leaving the meeting when issues pertaining to TSSHC were brought forward or presentations were made by the Board. It is important to note that prior to the advice from the Integrity Commissioner, Mayor Kidd did participate in discussions in both open and closed session related to the pecuniary interest of the TSSHC.
- [40] Mayor Kidd denied asking the Applicant for support prior to the December 17, 2019, Council meeting on the vote dealing with TSSHC loan guarantee. Mayor Kidd's evidence is that he called the Applicant to address any questions the Applicant might have in regard to the loan guarantee and the content of the letter. Further, that Mayor Kidd would not be in Council to answer questions during the meeting.
- [41] Mayor Kidd also disagreed that he told the Applicant that he expected Council's support as Mayor on the vote.
- [42] The Investigator noted:

*"In reference to the calls to [the two members of Council], [Mayor] Kidd said that he does not see why he cannot lobby Council as the Board*

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<sup>7</sup> Applicant's transcript

*Chair, but then catches himself and says he was just asking the Councilors if they had any questions before the meeting.”*

[43] The advice from the Integrity Commissioner told Mayor Kidd the following:

*“You have asked if you have a conflict of interest because of your position as President [Board Member] of TSSHC. The TSSHC is a body under the MCIA. As a “member of a body” you do have an **indirect pecuniary interest** in any matter that Council considers wherein the “body” has a pecuniary or financial interest. To be clear, this specifically pertains to the financial interest [gain or loss] of TSSHC. In the circumstances you described, Council debating a motion regarding whether to provide a loan guarantee to TSSHC would constitute a pecuniary interest for TSSHC. You would, therefore, have an **indirect pecuniary interest** in the matter and would need to declare such an interest.*

*When does Your Indirect Pecuniary Interest Crystalize?*

*Case law shows us that there is a point in time when a pecuniary interest becomes absolute. This means that a matter Council is considering may not be in its entirety a conflict of interest as defined by the MCIA. Case law is also clear that you cannot have a pecuniary interest for something that might happen at a future date.*

*Justice Michael Penny in Lorello v. Meffe surveyed numerous MCIA decisions about future or contingent interests in examining whether a contingent interest constitutes a prohibited pecuniary interest pursuant to the MCOIA and found”*

*These authorities seem to establish that, in order to constitute a pecuniary interest, there must be something more than infrequent past business dealings or the possibility of future business. To have a conflict under s. 5 of the MCOIA, there must be a pecuniary interest existing at the time of the vote. There must be an actual conflict or a reasonable assumption that the conflict will occur.<sup>8</sup>*

*With respect to TSSHC, there may be matters that come before Council wherein information is being exchanged but no decision is made. By this we mean, when TSSHC approaches Council to advise them of the project [construction of a 68-unit apartment complex] you would not be in a position where you have a pecuniary interest. However, the minute that TSSHC requests support from Council for the project, a financial investment or backing as a guarantor for a loan, you would then have an **indirect pecuniary interest**.”<sup>9</sup>*

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<sup>8</sup> *Lorello v. Meffe*, 2010 CarswellOnt 11195, 2010 ONSC 1976, 99 M.P.L.R. (4<sup>th</sup>) 107 (OntSCI) at Para 59.

<sup>9</sup> Integrity Commissioner advice dated September 30, 2019

- [44] Additionally, Mayor Kidd was cautioned by the Integrity Commissioner on two (2) occasions in the opinion that he should not attempt to influence a decision “before, during or after the meeting” pursuant to section 5 (1)(c) of the *MCIA*.

## VI. THE ISSUE

- [45] We considered:
- a. Whether Mayor Kidd had a pecuniary interest when he signed the letter requesting an increase to the loan guarantee by the City and if that letter was also an attempt to influence Council contrary to the *MCIA*;
  - b. Whether Mayor Kidd had a pecuniary interest in the vote regarding TSSHC;
  - c. Whether Mayor Kidd attempted to influence other Council member’s votes in favour of the non-profit he is the President/Board Chair of, contrary to the *MCIA*;
  - d. Whether Mayor Kidd, as a result of a breach of the *MCIA*, also violated the Town of Temiskaming Shores Code of Conduct; and
  - e. Whether to make a Court Application for breach of the *MCIA*.

## VII. THE OPINION

- [46] Mayor Kidd is a duly elected member of Council and is obligated to comply with the *MCIA*.
- [47] Mayor Kidd is also the President and Board Chair of the TSSHC.
- [48] The TSSHC is developing a 68-unit housing complex for seniors. The City has passed a resolution agreeing to be a loan guarantor for the project. On December 12, 2019, Mayor Kidd wrote to Council requesting that the dollar amount of the loan guarantee be increased by \$153,265.
- [49] “*Pecuniary interest*” is not defined in the *MCIA*; however, the Courts have interpreted it to mean a financial, monetary or economic interest. A pecuniary interest is held to be “indirect” when the member [Councillor], among other things, is a director of a corporation that does not offer its securities to the public and/or a member of a “*body*”.
- [50] The meaning of the term “*body*” is not defined in the *MCIA*, but the Courts have given it a broad interpretation, to ensure that all potential conflicts of interest are captured by it. The Courts have determined that a “*body*” is to include both incorporated and/or unincorporated bodies. Members of volunteer run, non-share, not-for-profit corporations are **not** therefore exempt from the *MCIA*.
- [51] The correspondence signed by Mayor Kidd as Board Chair requested that Council amend a resolution to increase the loan guarantee for the TSSHC is financial in nature and is clearly a pecuniary interest of the “*body*”. Therefore, Mayor Kidd has an **indirect pecuniary interest** pursuant to section 2(a)(i) and 2(a)(iii) in the request before Council



and his *declaration* of such is in compliance with section 5 (1) (a) and (b) of the *MCIA*. His actions, however, are not.

- [52] The closing remarks of the letter state “*Once again, thanks for all of the Cities [sic] support towards this project, over the last couple of years. We would not have been able to proceed without your assistance*”.
- [53] We now consider 5(1)(c) that explicitly states a member “*shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question*” and whether or not Mayor Kidd is in contravention of this section of the *MCIA*.
- [54] The *MCIA* does not provide a definition of the word “*influence*” nor has the issue of influencing been interpreted in sufficient detail by the Courts as to create a test to apply when analyzing alleged breaches. However, in *Moll v. Fisher* (1979), Robbins J. with respect to the *MCIA* stated:

*“The obvious purpose of the Act is to prohibit members of councils and local boards from engaging in the decision-making process in respect to matters in which they have a personal economic interest. The scope of the Act is not limited by exception or proviso but applies to all situations in which the member has, or is deemed to have, any direct or indirect pecuniary interest.”*<sup>10</sup>

....

He goes on to say:

*“Legislation of this nature must, it is clear, be construed broadly and in a manner consistent with its purpose.”*

- [55] It is our opinion that the letter itself, as a direct request to Council for financial backing, is a form of influence and ought to have been signed by another board member and not Mayor Kidd.
- [56] We also analyzed whether Mayor Kidd attempted to influence other Council member’s votes in favour of TSSHC request. We accept the Applicant’s version of events. The applicant reported that Mayor Kidd (who did in fact identify himself as Mayor), did attempt to sway the Applicant to support Mayor Kidd in his position, as both Mayor and Chair of the Board for TSSHC.
- [57] The other Councillor contacted by Mayor Kidd said that Mayor Kidd should not have made phone calls to the Councillors the night before the meeting and the vote was to occur.
- [58] Most troubling to the investigator was the fact that Mayor Kidd essentially snubbed his nose at the opinion letter provided to him by the Integrity Commissioner and essentially determined that he will “do what he wants”. He also mis-stated the advice that he was

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<sup>10</sup> *Moll and Fisher* (1979), [1979 CanLII 2020 \(ON SC\)](#), 23 O.R. (2d) 609, 8 M.P.L.R. 266, 96 D.L.R. (3d) 506 (Ont. Div. Ct.), at page 612 (of O.R., 269 of M.P.L.R.)

provided to members of Council. As Mayor, Mayor Kidd should be held to the highest standard for his Councillors and citizens of Temiskaming Shores.

- [59] We, therefore, find that Mayor Kidd did breach the *MCIA* and subsequently the Temiskaming Shores Code of Conduct by attempting to influence Councillor Whalen's vote at the Council meeting regarding TSSHC.
- [60] Sections 223.4.1(15), (16) and (17) of the *Municipal Act* allows the Integrity Commissioner to apply to a judge under section 8 of the *MCIA*, if he or she deems it appropriate, for a determination as to whether the member has contravened sections 5, 5.1 or 5.2 of the *MCIA*.

## VIII. SHOULD WE APPLY TO A JUDGE IN THIS CASE

- [61] Upon completion of an inquiry regarding whether a member has contravened the *Municipal Conflict of Interest Act*, the *Municipal Act, 2001* provides the Integrity Commissioner with discretion about whether to apply to a Judge.<sup>11</sup> The Integrity Commissioner must publish written reasons for the decision whether or not to apply.<sup>12</sup>
- [62] The section does not set out clear parameters detailing when it is appropriate to apply to a court and we could not find any judicial analysis of this section. It is our opinion that this discretion is not unfettered and must be exercised in a reasonable manner consistent with the Integrity Commissioner's statutory duty to investigate, enforce and provide advice about the *Municipal Conflict of Interest Act* (*MCIA*).<sup>13</sup>
- [63] Notably, the Integrity Commissioner is not given the authority in either piece of legislation to decide upon, recommend or negotiate a penalty with respect to a Councillor found to have breached the *MCIA* after an inquiry. The final decision about whether there has been a breach of the *MCIA*, and the penalty is the exclusive jurisdiction of a Judge of the Ontario Superior Court of Justice.<sup>14</sup>
- [64] This fact is a significant and important factor in how the decision to apply to a judge should be made. That is, because the Integrity Commissioner is given broad powers of investigation but is not vested with the authority to make a final decision, the determination of whether to apply to a judge should usually be contingent on the outcome of the investigation and the conclusions of the Integrity Commissioner. Absent extraordinary circumstances, the conclusion that the *MCIA* has been breached should ordinarily result in a decision to apply to a judge. If a decision is made that there is no conflict, a court application should not be pursued.
- [65] This is an appropriate conclusion to reach in light of the direction taken by the legislature in Bill 68 to require the expenditure of municipal funds on investigations of alleged conflicts of interests, as well as a broader range of potential penalties available to be imposed by our courts. In our view, this signals that our legislature believed that

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<sup>11</sup> *Municipal Act, 2001*, S.O. 2001, c.25 as am. s. 223.4.1(15)

<sup>12</sup> *Ibid*, s. 223.4.1 (17)

<sup>13</sup> *Ibid*, s. 223.3(1)

<sup>14</sup> *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, s.8.

there were too many conflicts that were not being pursued due to the fact that costs had to be borne by individual complainants, or that automatic removal from office upon the finding of a breach of the *MCIA* resulted in fewer conflicts being found.

[66] We have reached this conclusion in part by having regard to the “*Principles*” section of the *MCIA* and in part by considering the purpose and intent of the *MCIA* as found by the courts. The *MCIA* has introduced principles which state:

**1.1** The Province of Ontario endorses the following principles in relation to the duties of members of councils and of local boards under this Act:

1. The importance of integrity, independence, and accountability in local government decision-making.
2. The importance of certainty in reconciling the public duties and pecuniary interests of members.
3. Members are expected to perform their duties of office with integrity and impartiality in a manner that will bear the closest scrutiny.
4. There is a benefit to municipalities and local boards when members have a broad range of knowledge and continue to be active in their own communities, whether in business, in the practice of a profession, in community associations, and otherwise.

[67] The *MCIA* is designed to prohibit members of councils and local boards from engaging in the decision-making process in respect to matters in which they have a personal economic interest. There is no need to find corruption on the part of the councillor or any actual loss on the part of the council or board. As articulated by the courts: “*So long as the member fails to honour the standard of conduct prescribed by the statute, then regardless of his good faith or the propriety of his motive, he is in contravention of the statute.*”<sup>15</sup>

[68] Recently, Integrity Commissioner Giorno examined this question in a reported decision not to proceed with an application to Court after he found there was no breach of the *MCIA*:

### **3. SHOULD I MAKE AN APPLICATION TO A JUDGE**

51. Whether to make an application to a judge is a decision that the *Municipal Act* leaves to the Integrity Commissioner, based on what the Integrity Commissioner feels is appropriate.

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<sup>15</sup> *Moll v. Fisher* (1979), 8 M.P.L.R. 266 (Ont. Div. Ct.).

52. If I commenced a Court application then I would bear the onus of proving that Deputy Mayor Meadow breached the *MCIA*.<sup>7</sup> I have no evidence of a breach.
53. In my view, the Respondent's disclosure was not subject to the *MCIA*. I will not commence a Court application in which I argue the opposite.
54. I also note the costs of a Court application would be borne by the Township.
55. I do not consider it appropriate for me to apply to a judge for a determination as to whether Deputy Mayor Bob Meadows has contravened the *MCIA*.<sup>16</sup>

- [69] We agree that the foregoing is an appropriate methodology to follow and an example of a situation where an Integrity Commissioner would reasonably decide not to apply to a Judge; where the Integrity Commissioner concludes that on a balance of probabilities there is insufficient evidence of a breach of the *MCIA*. In our view, it would be inappropriate to expend further municipal resources to pursue a judicial determination after a statutory investigation has concluded there is no conflict.
- [70] The converse also follows, namely, that where a breach of the *MCIA* is found to exist, the Integrity Commissioner *should* apply to a Judge *unless* there are articulable reasons why that is not appropriate.
- [71] Articulating circumstances where it is appropriate to exercise discretion refusing to apply to a judge despite a finding of conflict is a difficult task, but one we think should only be exercised on narrow and exceptional grounds. The independent investigatory role of the Integrity Commissioner exists to minimize the chances that court applications will become unduly politicized and to ensure that conflicts that are alleged to exist after an investigation are actually pursued in the courts. In this case, we are not aware of any exceptional grounds upon which we are prepared to exercise the discretion not to bring an application before the courts for a determination.

## IX. CONCLUSION

- [72] It is our opinion that Mayor Kidd did have a pecuniary interest in the vote regarding TSSHC, as he is a member of that body. We have found that Mayor Kidd did attempt to influence Councillor Whalen's vote in support of the non-profit, contravening the *MCIA* and the City of Temiskaming Shores Code of Conduct.
- [73] Because we have found that Mayor Kidd contravened the *MCIA*, we will be applying to a Judge of the Ontario Superior Court of Justice under section 8 of the *MCIA* for a

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<sup>16</sup> *Anderson, D. v. Meadows*, 2020 ONMIC 2 (Giorno)

determination of whether Mayor Kidd contravened the *MCIA* by attempting to influence other Councillors' votes in support of the TSSHC and, if so, a decision as to the penalty to be imposed.

DATED October 30, 2020

PRESENTED TO COUNCIL March 16, 2021



# Little Claybelt Homesteaders Museum

Box 1718, B-883356 Highway 65  
New Liskeard, ON P0J 1P0

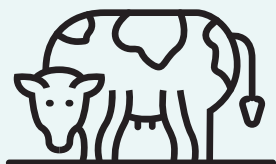
Phone: 705-647-9575  
claybeltmuseum.ca

March 2021

# Claybelt Spreader

Spreading the news...

***Preserving the history of  
the southern Little Claybelt  
Region 1880s to 1950s.***



The Little Claybelt Homesteaders Museum is dedicated to preserving the cultural heritage of South Temiskaming through the collection of artifacts and documentation that focuses on the settlement history of the Little Claybelt.

Little Claybelt Homesteaders Museum  
Box 1718  
883356 Highway 65 East  
New Liskeard, ON  
P0J 1P0  
Phone: 705-647-9575  
Email: lchmuse@gmail.com

Charitable #0583526-50-19

Member of the Ontario  
Museums Association



Like us on Facebook  
@claybeltmuseum

## Spring is almost here.

We are hopeful for some sort of summer opening this year. We have applied for funding to employ summer students and hope to hear back from Service Canada on this before too long. If all goes according to plan, we will receive funding to purchase a plexiglass barrier for our front entrance desk. This barrier, along with the required mask protection, will protect both the visitors to the museum and employees of the museum.

The COVID-19 pandemic prevented the museum from holding our annual yard sale both in the spring and fall of 2020. In order to do some fund-raising, a virtual online yard sale was set up on our Facebook page in early February. Thank you everyone who purchased items and supported the museum.



As a follow-up to our last newsletter story of the New Liskeard Public Library, in this newsletter we are including a short history on the life of Dr. J. D. McNaughton.

# Dr. John Duncan McNaughton



**BORN 1866 – DIED APRIL 17, 1921**

Dr. McNaughton came to New Liskeard in 1906, although he had visited the area in 1901. He brought with him his horse called Togo.

Togo was Dr. McNaughton's driver of the buggy and the sleigh. He travelled countless miles with Dr. McNaughton sometimes fast asleep. The horse never got into any serious trouble, most generally taking Dr. McNaughton back home safely.

According to the Hanbury Tweedsmuir History, Dr. McNaughton had farm property nearby but lived in New Liskeard. No days were ever too cold or no hour too late for him to answer a call. Sometimes the only sleep he got was on the road behind his faithful and trustworthy horse Togo.

Some of the doctor's calls would take him as far west as Kenabeek and Osseo, or five or six miles west of Earlton. He made calls to homes of sick people in town and in the country. He did his office work and hospital work. His days were full up, twenty-four hours a day.

Dr. McNaughton died of bronchial pneumonia, an illness he always said he dreaded, on April 17, 1921. He is buried in the Valleyview Cemetery in New Liskeard.

In 1925, in memory of Dr. McNaughton, a public drinking fountain and bronze likeness of him was erected at the (former) New Liskeard Public Library. The memorial was generously subscribed for by all who knew him to express their heartfelt thanks for his life of strenuous willing service.



**DRINKING FOUNTAIN**



# Death of Dr. McNaughton

*Published in the New Liskeard Speaker and Temiskaming Newsletter  
April 21, 1921*

The death of Dr. John Duncan McNaughton which occurred Sunday night cast a gloom over the town and throughout the surrounding country. The Doctor never refused to attend a patient no matter the distance, how bad the roads, nor how inclement the weather. Dr. McNaughton's name truly is a household word in many a home in New Liskeard and in all parts of the district within thirty miles and more of the town. Death was due to bronchial-pneumonia.

Dr. A. C. Farlinger, the late Doctor's assistant, was away when the Doctor became ill but promptly returned when acquainted with the fact and was with the deceased at the time of death.

The late Dr. McNaughton was born in Kingsville, Essex County, and came to New Liskeard in 1906. The deceased was a graduate of Toronto and Victoria Universities and practiced at Glenallan before coming North. Here he established an exceedingly large practice, and there is little doubt but that he over-taxed his physical energies in his endeavor to relieve and help those who suffered.

The early part of the week of the Doctor's death he had an exceedingly difficult drive north to a patient in a serious condition. He drove many miles through the night of cold and rain, the exposure being longer owing to a bridge washed out. He was some 18 hours driving. When he arrived home to go to bed, he himself was in a serious condition with a high temperature.

The deceased was but fifty-five years of age. In addition to the medical practice, the deceased was greatly interested in farming and carried on this branch quite extensively. For many years the late Doctor was Chairman of the local School Board.

The town flag is flying at half-mast in honor of the departed one, and all business places are closing from two to three o'clock Thursday afternoon during the funeral. The funeral will take place from the family residence today (Thursday), where services will be held at 2 o'clock. Interment to take place at New Liskeard Valleyview Cemetery.

Of the immediate family there are left the widow and one daughter and one son. The sorrowing family have the sincerest sympathy of many friends throughout Temiskaming.

# Grocery stores from the early years of New Liskeard

As pioneers settled in our area, enterprising entrepreneurs open various types of businesses including grocery stores.

Our newest display features the history and photographs of some of the grocery stores from the early years of New Liskeard. On display is advertising, artifacts, and calendars from some of these businesses.

Below is a photo of the store which belonged to John Wilson who purchased it in 1896 from a Mr. Monaghan.

The store was located at the corner of May and Murray Streets on the north side of the Wabi River. Mr. Wilson owned this store for several years before it was sold in 1903.





# Little Claybelt Homesteaders Museum Fund

## The Temiskaming Foundation

The Little Claybelt Homesteaders Museum Fund is a fund administered by the Temiskaming Foundation. Income from the fund is used to support the programs and operations of the museum. If you care about and want to help sustain the work of the Little Claybelt Homesteaders Museum, consider planned giving as an option. A bequest in your Will can provide your estate with tax benefits while continuing to support this museum. Please contact The Temiskaming Foundation at 705-647-1055.



For the Temiskaming Foundation, community vitality has been their purpose, promise and passion since 1994 when they started connecting donors to community needs and

opportunities. Together, they help build strong and resilient places to live, work and play. They do this by identifying long-term needs and opportunities and investing in sustainable solutions, helping our communities become resilient, resourceful, and ready for the future.

Planning for long-term needs takes long-term resources, so they work with donors to build perpetual endowment funds that ensure vital futures for our communities. They receive funds in trust from private and public sources, then invest them with professional fund managers. The interest generated from the endowed funds is granted to community organizations and non-profit organizations.

By donating to the Temiskaming Foundation, you are ensuring that your support goes to and stays in our community, and it keeps giving back year after year. In their vision, our community is inclusive and provides opportunities to all. The Temiskaming Foundation wants to ensure that all our citizens are able to benefit from the best our community can offer: the arts, recreation, health care, education, safe and inclusive neighbourhoods and a healthy environment.

## Catch the Ace 4 History

Catch the Ace 4 History is a local lottery benefiting four local museums, with the municipal license obtained by The Bunker Military Museum of Cobalt. In an agreement with the Haileybury Heritage Museum, Latchford House of Memories and the Little Claybelt Homesteaders Museum in New Liskeard, all four museums share the responsibility of selling tickets and also equally share the proceeds. As well as the museums, multiple businesses in our local municipalities generously sell our tickets and we appreciate and thank them

for their support. Also, a big "Thank You" goes out to all who purchase our tickets.



-----Original Message-----

From: [noreply@esolutionsgroup.ca](mailto:noreply@esolutionsgroup.ca) <[noreply@esolutionsgroup.ca](mailto:noreply@esolutionsgroup.ca)> On Behalf Of Margaret McCullough

Sent: March-05-21 4:16 PM

To: Info <[info@temiskamingshores.ca](mailto:info@temiskamingshores.ca)>

Subject: Puppy Mills

Hello Mayor and council, I am most concerned and disappointed about the lack of protection for companion animals in Canada. The consequences of this are being exacerbated by the huge demand for puppies because of the pandemic. Our laws regarding the conditions animals can be kept in are outdated and need strengthening. These living conditions as proposed by the Humane Society of Canada and the SPCA need to be actually stated in the criminal code. Other countries such as New Zealand, Finland and the UK have recently done this. I would also ask that anyone breeding a companion animal for sale must be registered, (this would be dependent on meeting the stated living standards), advertising animals for sale from unregistered breeders would be illegal and buyers must be able to see where the animals are living. This would help CKC registered breeders who already adhere to strict standards. I have an e petition, sponsored by MP Nathaniel Erskine Smith, and it would be fantastic if you could sign and share it. I have a huge amount of support from citizens across Canada including in your province, and also ask that you consider enacting Animal Welfare legislation similar to that adopted by Beaconsfield council Quebec. Thank you, Margaret McCullough [REDACTED]

[https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fpetitions.ourcommons.ca%2fen%2fPetition%2fDetails%3fPetition%3de-2997&c=E,1,seoGuAvW4y1\\_CXv6P3JYGoHv3xjLtoS4KNBarYDRxX6fUk7XwqD7IT7SNT7ALhLJ2S6PLu91ezbqfMgCnsoFhSqEKFgCM6B6zpBCK04QfQ,,&typo=1](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fpetitions.ourcommons.ca%2fen%2fPetition%2fDetails%3fPetition%3de-2997&c=E,1,seoGuAvW4y1_CXv6P3JYGoHv3xjLtoS4KNBarYDRxX6fUk7XwqD7IT7SNT7ALhLJ2S6PLu91ezbqfMgCnsoFhSqEKFgCM6B6zpBCK04QfQ,,&typo=1)

**Ministry of the Solicitor General**

**Office of the Fire Marshal and  
Emergency Management**

25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tel: 647-329-1100  
Fax: 647-329-1143

**Ministère du Solliciteur général**

**Bureau du commissaire des incendies et  
de la gestion des situations d'urgence**

25, avenue Morton Shulman  
Toronto ON M3M 0B1  
Tél. : 647-329-1100  
Téléc. : 647-329-1143



**MEMORANDUM TO:** City Manager Christopher  
Oslund Clerk Logan Belanger  
Fire Chief Steve Langford

**FROM:** Jon Pegg  
Ontario Fire Marshal

**DATE:** March 11<sup>th</sup>, 2021

**SUBJECT:** Fire Safety Grant Announcement

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Earlier today, the Government of Ontario announced a one time \$5M grant to municipal fire services to assist in addressing challenges associated with training and virtual inspections due to the COVID-19 pandemic.

Since the start of the pandemic, Ontario's fire services have faced unprecedented challenges and have voiced those concerns to me as Fire Marshal. The ability to train fire service members in a COVID environment brought with it new restrictions and despite opportunities to train online and through other modes, I know that not all training priorities may have been met over the last year. In addition, my office has heard concerns from fire departments about fire code enforcement and the ability to enter premises to conduct inspections and promote fire safety. It is hoped that this grant will work to support fire services through this period of uncertainty and ongoing challenges.

I am pleased to advise that the City of Temiskaming Shores is eligible to receive up to **\$7,000.00** as part of this grant program.

The grant is intended to provide fire departments with the flexibility to support two priority areas. First, this grant may be put towards ongoing training needs including registration, administrative programming, technology upgrades and associated costs for attending as well for providing services. In addition, if code compliance and inspections continue to be challenging, addressing opportunities for an inspection program may include technology, capital costs and training to ensure that fire services are able to meet the demand of this need at the local level.

In order to receive funds, the Office of the Fire Marshal (OFM) requires that the attached application be submitted by a representative of the municipality. As decisions regarding

the grant may not have time to proceed to municipal council for approval within the timeframes identified below, my office would be comfortable with the fire chief accepting the grant in principle on behalf of the municipality, pending formal approval from the council. To help facilitate this process, once the grant applications are approved, I will send the respective fire chief a letter of intent that will be contingent upon council's deliberations. In order to allocate funds before March 31, 2021, all applications must be received by my office no later than March 19, 2021. In addition, as a condition of the grant, these funds must be spent by August 1, 2021, and a report back to the Fire Marshal will be required by September 1, 2021, to outline how the grant was utilized at the department level.

Completed agreements should be sent by email to the Office of the Fire Marshal at [ofm@ontario.ca](mailto:ofm@ontario.ca). If you have any questions about this grant, do not hesitate to reach out to your Fire Protection Adviser.

Yours truly,

Jon Pegg  
Ontario Fire Marshal



## TEMISKAMING SHORES POLICE SERVICES BOARD

FEBRUARY 22, 2021 AT 1:00 P.M.

CITY HALL COUNCIL CHAMBERS – 325 FARR DRIVE

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### MINUTES

#### 1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 1:00 p.m.

#### 2. OATH OF OFFICE

Jeffrey W. Davis took his Oath of Office as a Provincial Appointee (Order in Council 1482/2020) to the Temiskaming Shores Police Services Board.

#### 3. ROLL CALL

PRESENT: Board Chair Doug Jelly  
Board Members Monique Chartrand, Tyler Twarowski (via teleconference) and Danny Whalen

ALSO

PRESENT: Inspector Joel Breault, O.P.P. – Detachment Commander  
Kelly Conlin, Board Secretary

REGRETS: None

MEMBERS OF THE PUBLIC PRESENT:

#### 4. ADDENDUM ANNOUNCEMENTS

#### 5. APPROVAL OF AGENDA

Resolution No. 2021-001

Moved by: Monique Chartrand

Seconded by: Jeff Davis

Be it resolved that the Temiskaming Shores Police Services Board approves the agenda as printed.

CARRIED

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

None

7. **PRESENTATIONS DELEGATIONS**

None

8. **APPROVAL OF MINUTES**

*Resolution No. 2021-002*

Moved by: Danny Whalen

Seconded by: Tyler Twarowski

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on October 19, 2020 be approved as printed.

CARRIED

9. **COMMUNICATIONS**

- a) Rob Burton, Chair – Halton Police Board  
Received: October 30, 2020

Re: International Holocaust Remembrance Alliance Definition of Antisemitism

Reference: Received for Information

- b) Holly Doty, CMB – Ontario Association of Police Services Boards and corresponding survey submission data.  
Received: Nov 25, 2020

Re: Survey regarding Court Security and Prisoner Transportation Program

Reference: Received for information

- c) Yolaine Sirard, Resident Temiskaming Shores  
Received: December 17, 2020

Re: Request for waiving of False Alarm Fee

Reference: Referred under New Business

- d) Mario Di Tommaso O.O.M. - Deputy Solicitor General, Community Safety  
Received: January 8, 2021

Re: Thank you

Reference: Received for information

- e) Mary Ellen Greb, CAO, Township of South-West Oxford (Referred from  
Council for the City of Temiskaming Shores)  
Received: January 11, 2021

Re: Photo Radar

Reference: Received for information

- f) Sylvia Jones, Solicitor General, Minister Responsible for Anti-Racism,  
Ministry of Solicitor General  
Received: January 21, 2021

Re: Ontario Strengthening the Fight Against Crime Funding Opportunity

Reference: Received for information

- g) Maria Story, Resident, Temiskaming Shores  
Received: February 8, 2021

Re: Speed on Lakeshore Road – entering Haileybury

Reference: Received for information

- h) Irene Drainville, Resident, Temiskaming Shores  
Received: February 11, 2021

Re: Bay Today Article – Let's Remember Adam / MTO School Bus Stop  
Arm Camera Program

Reference: Received for information

Resolution No. 2021-003

Moved by: Jeff Davis

Seconded by: Monique Chartrand

Be it resolved that the Police Services Board agrees to deal with Communication items 9 a) to 9 h) according to the agenda references.

CARRIED

Resolution No. 2021-004

Moved by: Monique Chartrand

Seconded by: Jeff Davis

Be it resolved that the Police Services Board hereby requests a presentation from the Remember Adam Campaign regarding the School Bus Stop Arm Camera Program.

CARRIED

**10. OPP BUSINESS**

**a) OPP Temiskaming Detachment Report – October – December 2020**

Resolution No. 2021-005

Moved by: Danny Whalen

Seconded by: Tyler Twarowski

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the October – December 2020 OPP Temiskaming Detachment Report.

CARRIED

**11. UNFINISHED BUSINESS**

**a) Community Safety and Well-being Plan**

Board Chair Doug Jelly provided a verbal update on the Community Safety and Well-Being Plan. The plan is moving forward under a collaborative effort by District of Timiskaming Social Services Administration Board (DTSSAB) and Timiskaming Health Unit. As this was an unbudgeted cost for those two organizations, the cost of the plan development will be split between the participating municipalities. The current deadline for submission is July 2021.



**12. NEW BUSINESS****a) OAPSB Board of Directors Report – Doug Jelly**

Board Chair Doug Jelly provided a verbal update on a Section 10 Police Services Boards session he recently attended at the Virtual ROMA (Rural Ontario Municipalities Associations) Conference.

**b) POA Revenues****Resolution No. 2021-006**

Moved by: Monique Chartrand

Seconded by: Tyler Twarowski

Be it resolved that the Temiskaming Shores Police Services Board hereby requests that Council for the City of Temiskaming Shores consider reallocating the Temiskaming Shores portion of revenues generated by the Provincial Offices Act (POA) from the general revenue budget to the Police Services budget.

CARRIED

**c) Request for waiving of false alarm fee****Resolution No. 2021-007**

Moved by: Monique Chartrand

Seconded by: Jeff Davis

Be it resolved that the Temiskaming Shores Police Services Board hereby denies the request for the waiving of the false alarm fee from Mrs. Yolaine Sirard.

CARRIED

**d) OAPSB 2021 Spring Conference – May 26-28, 2021 - Virtual****Resolution No. 2021-008**

Moved by: Danny Whalen

Seconded by: Jeff Davis

Be it resolved that the Temiskaming Shores Police Services Board approves the attendance of Board Chair Doug Jelly, Board Member Monique Chartrand and Board Secretary Kelly Conlin to the Ontario Association of Police Services Boards (OAPSB) Annual General Meeting and Spring Conference to be held virtually on May 26-28, 2021; and Further that the expenses for attending the said meeting be paid in accordance with the Board's Expense Policy.

CARRIED

**13. BY-LAWS**

Resolution No. 2021-009

Moved by: Monique Chartrand

Seconded by: Tyler Twarowski

Be it resolved that:

By-law 2021-001      Being a by-law to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Solicitor General (2020-2021 RIDE Program Grant)

be hereby given first and second reading.

CARRIED

Resolution No. 2021-010

Moved by: Danny Whalen

Seconded by: Tyler Twarowski

Be it resolved that By-law 2021-001 be hereby given third and final reading, be signed by the Board Chair and Secretary and the Corporate Seal affix thereto.

CARRIED

**14. CLOSED SESSION**

None

**15. SCHEDULE OF MEETINGS**

- a) Regular Police Services Board meeting – Monday, April 19, 2021 at 1:00 p.m.  
Council Chambers, City Hall – 325 Farr Drive
- b) Regular Police Services Board meeting – Monday, July 19, 2021 at 1:00 p.m.  
– Council Chambers, City Hall – 325 Farr Drive
- c) Regular Police Services Board meeting – Monday, October 18, 2021 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

**16. ADJOURNMENT**

Resolution No. 2021-011

Moved by: Jeff Davis

Seconded by: Monique Chartrand

Be it resolved that the Regular Meeting of the Temiskaming Shores Police Services Board be hereby adjourned at 2:25 p.m.

CARRIED

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CHAIR

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SECRETARY

## **1.0 CALL TO ORDER**

The meeting was called to order at 10:02 a.m.

## **2.0 ROLL CALL**

PRESENT:	Councillor Mike McArthur (Chair) Mayor George Othmer, Town of Cobalt Councillor Pat Anderson, Town of Cobalt Councillor Patricia Hewitt Christopher Oslund, City Manager Mitch Lafreniere, Manager of Transportation Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	None

## **3.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None

## **4.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

None

## **5.0 APPROVAL OF AGENDA**

Recommendation TC-2021-001

Moved by: Councillor Pat Anderson

Be it resolved that:

The Temiskaming Transit Committee agenda for the February 22, 2021 meeting be approved as printed.

**Carried**

## **6.0 NEW BUSINESS**

None

## **7.0 CLOSED SESSION**

Recommendation TC-2021-002

Moved by: Councillor Pat Anderson

Be it resolved that:

The Temiskaming Transit Committee convene into Closed Session at 10:03 a.m. to discuss the following matters:

- Under Section 239 (2) (b) of the Municipal Act, 2001, personal matters about an identifiable individual, including municipal or local board employees
  - Concern with Transit Driver

**Carried**

Recommendation TS-2021-003

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Temiskaming Transit Committee rise with report at 10:14 a.m.

**Carried**

Recommendation TS-2021-004

Moved by: Mayor George Othmer, Cobalt

Be it resolved that:

The Temiskaming Transit hereby supports sending a letter to Stock Transportation regarding personnel permitted to drive the transit buses.

**Carried**

## **8.0 NEXT MEETING**

The next meeting of the Transit Committee is scheduled as required.

## **9.0 ADJOURNMENT**

Recommendation TC-2021-005

Moved by: Mayor George Othmer

Be it resolved that:

The Transit Committee meeting is adjourned at 10:15 a.m.

**Carried**

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**COMMITTEE CHAIR**

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**COMMITTEE SECRETARY**

## 1. CALL TO ORDER

The meeting was called to order at 8:30 a.m.

## 2. ROLL CALL

PRESENT:	Councillor Doug Jelly (Chair) Mayor Carman Kidd Councillor Danny Whalen Christopher Oslund, City Manager Steve Burnett, Technical & Environmental Compliance Coordinator Mitch Lafreniere, Manager of Transportation Darrell Phaneuf, Environmental Superintendent Jamie Sheppard, Transportation Superintendent Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	None

## 3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

## 4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

## 5. APPROVAL OF AGENDA

Recommendation PW-2021-009

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the February 18, 2021 meeting be approved as printed.

**Carried**

## 6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2021-010

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee minutes for the January 21, 2021 regular meeting be adopted as presented.

**Carried**

**7. CORRESPONDENCE (INTERNAL & EXTERNAL)**

**7.1 Speed on Lakeshore Road into Haileybury - E-mail from Maria Story**

**7.2 Support of Photo Radar – Letter from the Bicycle Friendly Community Committee**

The Committee referred both correspondence for discussion under item 9.1.

**8. UNFINISHED BUSINESS**

**8.1 2021-2022 Roadway Rehabilitation Program**

Staff informed the Committee that the RFP for the 2021-2022 Roadway Rehabilitation Program closes on February 23, 2021.

**8.2 2021 Public Works Budget**

Work and projects that were approved as part of the 2021 Budget are well underway with multiple RFP and RFQs currently open for submission.

**8.3 Public Works Department Update**

The Committee was provided with an update in regards to current operations within the Public Works Department.

**8.4 Lakeshore Road – Hydro Carbon**

Story Environmental will be undertaking shallow drilling on site in hopes to locate the origin of the contaminated liquid. The flow of the liquid has slowed in recent days. Should there be a need for the barricade to remain in place for the summer, staff will investigate sidewalk options to permit pedestrian traffic to continue to use the area. On going.

**8.5 ICI Water Meter Program Update**

Staff updated the Committee on the progress to date in regards of the ICI Water Metering Program. Council recently approved the sole sourcing of this project to Neptune and staff is working with Neptune on the development of the scope of work for this project.

## **9 NEW BUSINESS**

### **9.1 Speed Indicator Sign**

Council and staff continue to receive concerns about speeding vehicles in a variety of areas throughout the City, however more frequently on Lakeshore Road North and South. The Committee was presented with an information sheet on a Speed Indicator Sign. This illuminated sign will display the speed of on-coming vehicles. The specific model detailed is portable, therefore can be moved as required by Public Works staff. This model also stores speeds, dates and times when not in use. At this time, the Committee is not considering speed limit reductions on Lakeshore Road. This sign cost is approximately \$4,000 and is not included in the 2021 budget. This information will be presented at upcoming meetings for Police Services Board and Protection to Persons and Property (PPP) Committee.

Recommendation PW-2021-011

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby recommends that Council approve the purchase of a Speed Indicator Sign.

### **9.2 Pedestrian Crosswalk – Lakeshore Road**

Council has received concerns regarding the relocation of the Stop Light on Lakeshore Road to Rorke Avenue (Ste. Croix area). Staff are currently investigating alternatives and options for these two specific areas and will report back to the Committee with options on how to move forward.

### **9.3 OCWA Contract Renewal**

Recommendation PW-2021-012

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby recommends that Council consider entering into contract negotiations with Ontario Clean Water Agency (OCWA).

**Carried**

### **9.4 Acquisition of Land – North Cobalt (Jennifer Pye joined the meeting for this item)**

Staff have identified a storm sewer catch basin on a vacant piece of land in North Cobalt that is privately owned. Typically, the City would have an established easement for any necessary maintenance, however, there is nothing on record. There are two options on proceeding, either the City establishes an easement for the



property or offers to purchase the property for the cost of establishing an easement, which is approximately \$7,000 as per a recent quote.

Recommendation PW-2021-013

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports offering to purchase the vacant property currently owned by Fern Boucher on Lakeview Ave. in North Cobalt; with an offer price equivalent to the cost of establishing an easement.

**Carried**

**10 CLOSED SESSION**

**11 ADJOURNMENT**

Recommendation PW-2021-014

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee meeting is adjourned at 9:40 a.m.

**Carried**

## 1. CALL TO ORDER

Meeting called to order at 1:00 p.m.

## 2. ROLL CALL

PRESENT:	Mayor Carman Kidd (Chair) Councillor Doug Jelly Councillor Mike McArthur Christopher Oslund, City Manager Shelly Zubych, Director of Corporate Services Steve Langford, Fire Chief Clayton Seymour, Chief Building Official Mitch Lafreniere, Manager of Transportation Services Jennifer Pye, Planner Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	None

## 3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Mayor Kidd requested the addition of the following items under Closed Session and New Business

- Retaining Wall - Farah Ave. (Closed)
- Paving – Dymond Industrial Park
- Street Lights – Dymond Industrial Park
- 

## 4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

## 5. APPROVAL OF AGENDA

Recommendation PPP-2021-001

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee agenda for the March 1, 2021 meeting be approved as amended.

**Carried**

## **6. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

### Recommendation PPP-2021-002

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee minutes of the November 5, 2020 meeting be adopted as presented.

**Carried**

## **7. PRESENTATIONS/CORRESPONDENCE**

### **7.1 Fire Marshal's Communique – Ontario Fire College**

Received for information.

## **8. NEW BUSINESS**

### **8.1 Fire Department Reports**

The Committee was presented with the 2020 Annual Report and Jan/Feb monthly report for Fire Services. The Committee supports the revised format for the annual report, detailing the total and type of calls for each station, as well as, other pertinent statistics. The Committee directed staff to include the statistics from Harris Township as the City provides the township with Fire Services.

### **8.2 Lakeshore Road Pedestrian Crossing (Mitch Lafreniere)**

Council has received concerns about the removal and relocation of the lights on Lakeshore Road to Rorke Ave. (Ecole Ste. Croix). Councillor McArthur shared his concerns about the cost of removing and relocating the lights. The topic was recently discussed at a Public Works Committee meeting, and staff will be investigating alternatives and presenting options on how Council can move forward with the pedestrian crossings at both Lakeshore Road and Rorke Ave.

### **8.3 Speed Indicator Sign (Mitch Lafreniere)**

#### Recommendation PPP-2021-003

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee hereby supports the Public Works recommendation for Council to approve the purchase of a Speed Indicator Sign.

**Carried**

#### **8.4 2020 Parking Ticket Report**

The Committee was presented with a summary of parking tickets issued in 2020.

#### **8.5 Animal Control By-Law Review (Chickens)**

Recommendation PPP-2021-004

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee hereby recommends that Council support the amendment to Animal Control By-Law (2013-051) to permit a maximum of 10 hens per household.

**Carried**

#### **8.6 By-Law/Property Standards Officer position**

The Property Standards/By-Law Officer has been filled by Gabriel Tasse who will start in the position on March 15, 2021.

#### **8.7 Paving of Dymond Industrial Park**

The Committee referred this item to the Public Works Committee for further discussion

#### **8.8 Street Lights – Dymond Industrial Park**

The Committee referred this item to the Public Works Committee for further discussion.

### **9. CLOSED SESSION**

Recommendation PPP-2021-005

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee convene into Closed Session at 1:54 p.m. To discuss the following matters:

Under Section 239 (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

- Retaining Wall – Farah Ave.

**Carried**

*Recommendation PPP-2021-006*

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee rise without report at 2:10 p.m.

**Carried**

**10. NEXT MEETING**

The next Protection to Persons and Property Committee meeting is scheduled for Wednesday, March 17, 2021 at 1:00 PM.

**11. ADJOURNMENT**

*Recommendation PPP-2021-007*

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned 2:23 p.m.

**Carried**

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**COMMITTEE CHAIR**

---

**COMMITTEE SECRETARY**

**1. CALL TO ORDER**

Meeting called to order at 6:30 p.m.

**2. ROLL CALL**

PRESENT:	Councillor Mike McArthur (Chair) Mayor Carman Kidd Councillor Jesse Foley Christopher Oslund, City Manager Matt Bahm, Director of Recreation Paul Allair, Manager of Parks & Facilities Jeff Thompson, Manager of Programming Richard Beauchamp, Public Appointee Chuck Durrant, Public Appointee Simone Holzamer, Public Appointee Robert Ritchie, Public Appointee Kelly Conlin, Deputy Clerk (Committee Secretary)
REGRETS:	Danny Lavigne

**3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

None

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

Mayor Kidd disclosed Conflict of Interest on the Closed Session as he is the topic of discussion.

**5. APPROVAL OF AGENDA**

Recommendation RS-2021-004

Moved by: Councillor Jesse Foley

Be it resolved that:

The Recreation Committee agenda for the March 8, 2021 meeting be approved as printed.

**CARRIED**

**6. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

*Recommendation RS-2021-005*

Moved by: Chuck Durrant

Be it resolved that:

The Recreation Committee minutes of the January 18, 2021 meeting be approved as presented.

**CARRIED**

**7. CORRESPONDENCE**

**a) DSB1 – Community Planning and Partnerships**

Received for information purposes. Matt will continue to stay engaged with DSB1 in regards to potential partnerships.

**8. UNFINISHED BUSINESS**

None

**9. NEW BUSINESS**

**a) Programming Update (Verbal)**

The Committee was provided with an update in regards to current Recreation programs, as well as projects being completed by staff. The Pool Fitness Centre has reopened and is currently seeing approximately 50-70 people per day.

**b) Parks and Facilities Update (Verbal)**

The Committee was provided with an update in regards to activities within the arenas and municipally owned halls. Staff did note that the outdoor skating path will likely be closed this week due to warm weather.

**c) Directors Update (Verbal)**

The Committee was provided with an update in regards to a variety of items within the Recreation Department such as User Group meetings, the upcoming Farmer's Market season and 2021 Capital and Operating projects underway.

**d) Facility Reopening Update**

The Committee received an update concerning the reopening of Recreation facilities in mid-February. The Timiskaming District is in the Orange Covid framework, and all of our facilities are following the protocols within the framework.

**e) Arena Closure Date**

The Don Shepherdson Memorial Arena will be closed for ice rental starting on March 30, 2021 and the Shelley Herbert Shea Memorial Arena on April 28, 2021.

**f) Timiskaming Health Unit – Vaccine Clinics**

The Timiskaming Health Unit has requested use of the Don Shepherdson Memorial Arena for a mass COVID-19 vaccine clinic, tentatively starting on April 1, 2021.

**g) Skillz – Floor Rental Agreement**

*Recommendation RS-2021-006*

Moved by: Councillor Jesse Foley

Be it resolved that:

The Recreation Committee hereby recommends that Council consider entering into an agreement with SkillZ for use of the ice surface floor at the Shelley Herbert Shea Memorial Arena.

**CARRIED**

**h) Don Shepherdson Memorial Arena – Accessibility Project**

The Committee was provided with an update in regards to the Accessibility upgrades at the Don Shepherdson Memorial Arena.



## **10. CLOSED SESSION**

*Mayor Carman Kidd declared a Conflict of Interest with this item, and left the Closed Session meeting; therefore, did not participate in the discussion of the subject matter.*

*Jeff Thompson and Paul Allair left the meeting before Closed Session.*

### **Recommendation RS-2021-007**

Moved by: Robert Ritchie

Be it resolved that:

The Recreation Services Committee convene into Closed Session at 7:22 p.m. to discuss the following matters:

Under Section 239 (b) personal matters about an identifiable individual, including municipal or local board employees.

- Carman Kidd.

**CARRIED**

*Chris Oslund and Matt Bahm left Closed Session at 7:39 p.m.*

### **Recommendation RS-2021-008**

Moved by: Councillor Jesse Foley

Be it resolved that:

The Recreation Services Committee rise with report at 8:06 p.m.

**CARRIED**

### **Recommendation RS-2021-009**

Moved by: Rob Ritchie

Be it resolved that:

The Recreation Services Committee hereby requests a written apology to the Committee from Mayor Carman Kidd, pertaining to his failure to comply with the COVID-19 Arena guidelines that allow only one parent or guardian to be in attendance at minor hockey events.

## **Recorded Vote**

### **For Motion**

Chuck Durrant  
Councillor Jesse Foley  
Robert Ritchie  
Councillor Mike McArthur

### **Against Motion**

Richard Beauchamp  
Simone Holzamer

**CARRIED**

## **11. NEXT MEETING**

The next Recreation Committee Meetings are will be scheduled as follows:

- Monday, April 12, 2021
- Monday, May 3, 2021

## **12. ADJOURNMENT**

Recommendation RS-2021-010

Moved by: Councillor Jesse Foley

Be it resolved that:

The Recreation Committee meeting is adjourned at 8:10 p.m.

**CARRIED**

\_\_\_\_\_  
**COMMITTEE CHAIR**

\_\_\_\_\_  
**COMMITTEE SECRETARY**

# Memo

**To** ☐ Mayor and Council  
**From** ☐ Jennifer Pye, Planner  
**Date** ☐ March 16, 2021  
**Subject** ☐ Deeming By-law for 381 Arnold Drive (lots 11 and 12 on Plan M128NB)  
**Attachments** ☐ Appendix 01: Deeming By-law Application Form  
Appendix 02: Draft Deeming By-law (**Please refer to By-law No. 2021-038**)

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Mayor and Council:

Daniel and Judy Labarre have submitted a request for a deeming by-law for their property at 381 Arnold Drive in Haileybury. The owners have also submitted a building permit application to construct a single detached dwelling and detached garage on the property. The lots are both 15.24m x 30.48m (50' x 100') and were created by a plan of subdivision that was registered in 1909. The two lots are included under the same roll number.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.

If the Deeming By-law is passed it will be registered on title at the owner's expense. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye, MCIP, RPP  
Planner

Shelly Zubycck  
Director of Corporate  
Services

Christopher W. Oslund  
City Manager

**Application for Deeming By-law  
Under Section 50(4) of the Planning Act**

**Approval authority:**  
Council of the City of Temiskaming Shores

**Fee:** \$200 + 13% HST  
= \$226.00  
+ legal and land titles fees required to register by-law  
(billed directly from solicitor)

**Office Use Only**

File No.: D-202101

Date Received: March 5, 2021

Roll No.: 5418- 030-005-229.00

**1. Owner Information**

Name of Owner: DANIEL LABARRE

Mailing Address: 30 [REDACTED]

Email Address: [REDACTED] Phone: [REDACTED]

If more than one registered owner, please provide information below (attach separate sheet if necessary):

Name of Owner: JUDY LABARRE

Mailing Address: [REDACTED]

Email Address: [REDACTED] Phone: [REDACTED]

**2. Applicant/Agent Information (if applicant is not the owner or applicant is an agent acting on behalf of the owner):**

Name of Agent: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**3. Please specify to whom all communications should be sent:**

☒ Owner ☐ Applicant/Agent

#### 4. Property Information

a. Location of the subject land:

☐ Dymond ☐ New Liskeard ☒ Haileybury

Municipal Address

381 ARNOLD DRIVE

Legal Description (concession and lot numbers, reference plan and lot/part numbers)

LT 12 PL M 128 NB BUCKE THE SOUTH BOUNDARIES  
PCL 2557 1/2 SEC SST, LT 11 PL M 128 NB BUCKE

b. Date the property/properties were acquired by the current owner: 29 JAN 2021

c. Are there any easements or restrictive covenants affecting the property/properties?

☐ Yes ☒ No

If yes, describe the easement or covenant and its effect:

#### 5. Reason a deeming by-law is required:

TO UNIFIED BOTH LOTS IN ORDER TO CONSTRUCT  
HOUSE AND DETACHED GARAGE.

#### 6. Registration of By-law

If approved the deeming by-law must be registered on title to the property/properties to which it applies. The City will send the approved by-law directly to the lawyer of the applicant's choosing to ensure registration. The applicant is responsible for all fees associated with the registration of the by-law.

Name of Lawyer: PETER R. RAMSAY

Name of Firm: RAMSAY LAW OFFICE

Mailing Address: 18 ARMSTRONG ST. P.O. BOX 160, NEW LISKEARD, ON P0J 1P0

Email Address: WRAMSAY@RAMSAYLAW.ca Phone: 705-647-4010

**7. Applicant/Agent Authorization**

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/We, \_\_\_\_\_ are the registered owners of the subject land and I/we hereby authorize \_\_\_\_\_ to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date: \_\_\_\_\_ Signature of Owner: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Owner: \_\_\_\_\_

**8. Authorization for Site Visits**

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

Q.L.  
Applicant Initial

J.L.  
Applicant Initial

**9. Notice re: Use and Disclosure of Personal Information**

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.

Q.L.  
Applicant Initial

J.L.  
Applicant Initial

#### 10. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, JUDY LABARRE of the CITY OF TEMISKAMING SHORES  
in the PROVENCE of ONTARIO make oath and say  
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

**Sworn (or declared) before me**

at the City of Temiskaming Shores  
in the Province of Ontario  
this 5<sup>th</sup> day of March, 20 21

Judy Labarre  
Signature of Applicant

Ashlynn Kelly Helm  
A Commissioner for Taking Affidavits

**ASHLYNN KELLY HELM,**  
a Commissioner, etc., Province of Ontario,  
for RAMSAY LAW OFFICE  
PROFESSIONAL CORPORATION.  
Expires September 20, 2022.



#### 10. Declaration of Applicant

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, DANIEL LABARRE of the CITY OF TEMISKAMING SHORES  
in the PROVINCE of ONTARIO make oath and say  
(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

#### Sworn (or declared) before me

at the City of Temiskaming Shores  
in the Province of Ontario  
this 5<sup>th</sup> day of March, 20 21



Signature of Applicant



A Commissioner for Taking Affidavits

**ASHLYNN KELLY HELM,**  
a Commissioner, etc., Province of Ontario,  
for RAMSAY LAW OFFICE  
PROFESSIONAL CORPORATION.  
Expires September 20, 2022.



# **Memo**

**To** ☐ Mayor and Council  
**From** ☐ Steve Langford, Fire Chief  
**Date** ☐ March 16, 2021  
**Subject** ☐ 2020 Fire Department Annual Report  
**Attachments** ☐ Appendix 1 – 2020 Annual Report

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Mayor and Council:

By-law No. 2005-001 as amended, being a by-law to establish, govern and regulate the Temiskaming Shores Fire Department requires the Fire Chief to prepare and present the Annual Report for the Fire Department to Council.

Please find attached for information purposes the 2020 Fire Department Annual Report.

The Annual Report is a summary of Fire Department activities for 2020 including emergency responses, fire safety inspection, public education session, and training sessions.

The Annual Report also serves as a reminder of the important role our Volunteer Firefighters play in the community.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

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*"Original signed by"*

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Steve Langford  
Fire Chief

Christopher W. Oslund  
City Manager

**TEMISKAMING SHORES FIRE DEPARTMENT  
2020 ANNUAL REPORT  
OFFICE OF THE FIRE CHIEF**



**EMERGENCY RESPONSE SUMMARY**

**Total responses for the period January 1, 2020 to December 31, 2020**

<b>Total Emergency Responses (All Stations)</b>	<b>Total Volunteer Hours</b>	<b>Estimated Dollar Loss</b>	<b>Estimated Dollar Saved</b>
138	1,894h 57m	Structure - \$3,400,500 Vehicle - \$118,000 Total - \$3,518,500	\$ 1,581,500

**Station 1 - Incident Response Summary** (43 Calls)

- 4 – Fire
- 2 – No Loss Outdoor fire
- 2 – Overheat no fire
- 1 – Pot on Stove no fire
- 2 – Open Air Burning unauthorized
- 3 – Alarm System Equipment - Malfunction
- 2 – Alarm System Equipment – Accidental activation
- 2 – Human – Perceived Emergency
- 4 – CO False Alarm – Equipment Malfunction
- 1 – Other False Fire Call
- 6 – Gas Leak – Natural Gas
- 1 – Gas Leak – Miscellaneous
- 3 – Power Lines Down, Arcing
- 1 – CO Incident, CO Present
- 1 – Public Hazard no action required
- 1 – Other Public Hazard
- 1 – Animal Rescue
- 1 – Vehicle Collision
- 1 – Person Trapped in Elevator
- 1 – Assisting Other FD – Mutual Aid
- 1 – Call cancelled on route
- 1 – Other Response

### **Station 2 - Incident Response Summary** (53 Calls)

- 5 – Fire
- 2 – No Loss Outdoor fire
- 1 – Overheat no fire
- 2 – Open Air Burning unauthorized
- 2 – Other Cooking/toasting/smoke/steam no fire
- 1 – Fireworks no fire
- 1 – Other pre fire condition no fire
- 2 – Alarm System Equipment - Malfunction
- 3 – Alarm System Equipment – Accidental activation
- 3 – Human – Perceived Emergency
- 1 – Human – Accidental – activated by person
- 3 – CO False Alarm – Perceived Emergency
- 5 – CO False Alarm – Equipment Malfunction
- 8 – Other False Fire Call
- 2 – Gas Leak – Natural Gas
- 1 – Gas Leak – Miscellaneous
- 1 – Ruptured Water, Steam Pipe
- 4 – Power Lines Down, Arcing
- 1 – CO Incident, CO Present
- 2 – Vehicle Extrication
- 1 – Rescue no action required
- 1 – Assistance to Police
- 1 – Assistance to Other Agency

### **Station 3 - Incident Response Summary** (38 Calls)

#### 32 calls Dymond

- 6 – Fire
- 2 – No Loss Outdoor fire
- 2 – Open Air Burning unauthorized
- 1 – Other pre fire condition no fire
- 5 – Alarm System Equipment - Malfunction
- 2 – Alarm System Equipment – Accidental activation
- 4 – Human – Accidental – activated by person
- 3 – Other False Fire Calls
- 1 – Spill – Gasoline or Fuel
- 2 – Ruptured Water, Steam Pipe
- 1 – Power Lines Down, Arcing
- 1 – Vehicle Collision
- 1 – Rescue no action required
- 1 – Rescue false alarm

#### 6 calls Harris Township

- 1 – Fire
- 1 – No Loss Outdoor fire
- 1 – Overheat no fire
- 1 – Open Air Burning unauthorized
- 1 – Human – Perceived Emergency
- 1 – Vehicle Extrication

## 2020 ANNUAL REPORT

### FIRE PREVENTION

Fire safety inspections conducted for the period of January 1 – December 31, 2020

Request	Complaint	Routine	Licensing	Follow-up	Annual	Burning Permits	Total Inspections
45	35	140	1	5	31	215	472

**Note** 4 inspections were conducted in Harris Twp.

Burning Permits issued for the period of January 1 – December 31, 2020

- 269 new permits were issued.
- 900 permits carried over from 2019.

Approximate total – 1169 burning permits.

Public Education Sessions conducted for the period of January 1 – December 31, 2020

- 14 – CJTT
- 6 – Presentations
- Weekly fire safety information via social media and the Speaker.
- Numbers significantly impacted by COVID – 19.

Charges for the period of January 1 – December 31, 2020

- 2 - PT 1 Certificate of Offence issued – Burning By-law

### TRAINING AND EDUCATION

Total training sessions for the period January 1, 2020 to December 31, 2020

Total Sessions (All Stations)	Total Volunteer Hours	Total Meetings (All Stations)	Total Volunteer Hours
43	629h	16	199h

- It should be noted that training and meeting were suspended for the bulk of 2020 due to COVID – 19.

**Subject** Tender Award – Roads Program

**Report No.**

PW-006-2021

**Agenda Date**

March 16, 2021

### **Attachments**

**Appendix 01** Bid Results

**Appendix 02** Draft Agreement (**Please refer to By-law No. 2021-039**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-006-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for supply and placement of hot mix asphalt and other road rehabilitation work, for an upset limit of up to \$5,000,000.00, plus applicable taxes, over the next two (2) years, for consideration at the March 16, 2021 Regular Council meeting.

### **Background**

As part of the 2021 Capital budget deliberations, council considered and approved a two (2) year roads rehabilitation program to resurface a number of road sections within City limits. As per Memo 004-2021, council approved the release of RFQ-004-2021.

### **Analysis**

One (1) submission was received in response to the Request for Quotations prior to the closing date of February 23rd, 2021 at 2:00 p.m.

The proposal was reviewed and evaluated in accordance to the requirements of the RFQ and the deliverables to be provided by the successful service provider. Appendix 1 shows the results of the bids.

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

- 2021 Public Works Capital Budget
- By-Law No. 2017-015, Procurement Policy

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**Consultation ☐ Communication**

- Consultation with City Manager throughout the project

**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 ☐

During the 2021 capital budget deliberation process, Council approved a total of \$5,000,000.00 for this project over two years. If all road sections approved by council are completed over two years, costs including non-refundable HST will be \$5,075,481.58

**Alternatives**

Upon completion of year one (1) work staff will review the balance of the budget to be spent in year two and provide council with an updated list of projected road sections that can be rehabilitated within budget.

**Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

*"Original signed by"*

Mitch Lafreniere  
Manager of Transportation Services

Christopher W. Oslund  
City Manager

**Document Title: PW-RFQ-004-2021 Multi Year Roadway Rehab Services**

Closing Date: **Tuesday, February 23, 2021**




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

Department: **Public Works**

Opening Time: **2:45 p.m.**

Attendees via teleconference: 705-672-2733 Ext. 774

**City of Temiskaming Shores:**

Logan Belanger, Municipal Clerk	Kelly Conlin, Deputy Clerk	Mitch Lafreniere, Manager of Transportation Services	
			

**Others (teleconference):**


**Submission Pricing**

Bidder: **MILLER PAVING LIMITED**

Description	Subtotal	HST	Total
Section 1 – Base Preparation – Pulverizing Existing Surface	68,600. <sup>00</sup>	8,918. <sup>00</sup>	77,518. <sup>00</sup>
Section 2 – Cold Milling Existing Surface (50mm thickness)	87,800. <sup>00</sup>	11,414. <sup>00</sup>	99,214. <sup>00</sup>
Section 3 – Hot Mix Asphalt (Super Pave 12.5)	218,625. <sup>00</sup>	28,421. <sup>25</sup>	247,046. <sup>25</sup>
Section 4 – Surface Treatment (Initial Single and Double Lift)	126,925. <sup>00</sup>	16,500. <sup>25</sup>	143,425. <sup>25</sup>
Section 5 – Surface Treatment (Repeat Single Lift)	35,250. <sup>00</sup>	4,582. <sup>50</sup>	39,832. <sup>50</sup>
Section 6 – Alternative / Additional Rehabilitation Services	160,500. <sup>00</sup>	20,865. <sup>00</sup>	181,365. <sup>00</sup>

Bidder: **N/A**

Description	Subtotal	HST	Total
Section 1 – Base Preparation – Pulverizing Existing Surface			
Section 2 – Cold Milling Existing Surface (50mm thickness)			
Section 3 – Hot Mix Asphalt (Super Pave 12.5)			
Section 4 – Surface Treatment (Initial Single and Double Lift)			
Section 5 – Surface Treatment (Repeat Single Lift)			
Section 6 – Alternative / Additional Rehabilitation Services			

Bidder: **N/A**

Description	Subtotal	HST	Total
Section 1 – Base Preparation – Pulverizing Existing Surface			
Section 2 – Cold Milling Existing Surface (50mm thickness)			
Section 3 – Hot Mix Asphalt (Super Pave 12.5)			
Section 4 – Surface Treatment (Initial Single and Double Lift)			
Section 5 – Surface Treatment (Repeat Single Lift)			
Section 6 – Alternative / Additional Rehabilitation Services			

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



**Subject** Annual Water Reports

**Report No.**

PW-007-2021

**Agenda Date**

March 16, 2021

### **Attachments**

**Appendix 01** New Liskeard Annual Water Report 2020

**Appendix 02** Haileybury Annual Water Report 2020

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-007-2021, regarding the 2020 Annual Reports for the water systems within the municipality in accordance to Schedule 22 of O. Reg. 170/03 being a regulation under the Safe Drinking Water Act;
2. That Council hereby directs staff:
  - To place the 2020 Annual Reports in the Water System Binders located at the municipal office (325 Farr Dr.) and post on the municipal website;
  - To place an ad in the community bulletin and the City's Facebook page notifying the public of the availability of these reports for public review; and
3. That Council further directs staff to forward a copy of Administrative Report PW-007-2021 to the Ministry of Environment and Climate Change, Safe Drinking Water Branch - North Bay for their records.

### **Background**

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

### **Analysis**

In this regard, the Ontario Clean Water Agency (OCWA), being the operating authority for the City of Temiskaming Shores, has submitted to the municipality the said required

reports for the water systems for Haileybury and New Liskeard. These reports are attached hereto as Appendices 01 and 02.

Once the reports are acknowledged by Council, a copy of these reports will be included in the Water System Binders located at the municipal office at 325 Farr Drive and must be available for inspection by any member of the public during normal business hours without charge in accordance with Section 12 (4) of the Safe Drinking Water Act. Also, it is recommended that public distribution of the documents be provided through the City's website and that a notice of their availability be placed in the local newspaper (community bulletin) and the City's Facebook page.

**Relevant Policy   ☐ Legislation   ☐ City By-Law**

- Schedule 22 of O. Reg. 170/03 – Safe Drinking Water Act

**Financial   ☐ Staffing Implications**

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

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

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

**Alternatives**

No alternatives were considered

**Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

Steve Burnett  
 Manager of Environmental Services

Christopher W. Oslund  
 City Manager



**Ontario Clean Water Agency**  
**Agence Ontarienne Des Eaux**

New Liskeard Drinking Water System

# 2020 ANNUAL SUMMARY REPORT



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



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## INTRODUCTION

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act* (SDWA) since June 2003. The Act was passed following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking-water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

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

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

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

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

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

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

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

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

The reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2020 Annual/Summary Report.



New Liskeard Drinking Water System

Section 11

# 2020 ANNUAL REPORT



## Section 11 - ANNUAL REPORT

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### 1.0 INTRODUCTION

<b>Drinking-Water System Name</b>	<b>New Liskeard Drinking Water System</b>
<b>Drinking-Water System Number</b>	220000344
<b>Drinking-Water System Owner</b>	The Corporation of the City of Temiskaming Shores
<b>Drinking-Water System Category</b>	Large Municipal, Residential System
<b>Reporting Period</b>	January 1, 2020 to December 31, 2020

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

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

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

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

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

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

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

#### **The Annual Report was not provided to any other Drinking Water System Owners**

The Ontario Clean Water Agency prepared the 2020 Annual Report for the New Liskeard Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores. The New Liskeard Drinking Water System is a stand-alone system that does not receive water from or send water to another system.

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

- Notice on the city's Facebook page
- Notice via a Community Bulletin in the local newspaper



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

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

### ***Raw Water Supply***

The New Liskeard water treatment plant, located at 301 McCamus Avenue and is supplied by two main production wells; Well 3 and Well 4. Well No. 3 was originally constructed on December 2, 1950. It is a 54.9 m deep drilled well equipped with a magnetic flow meter and a vertical turbine pump rated at 2700 L/min. It consists of a 660 mm diameter outer casing and 406 mm inner steel casing with a 7.6 m long stainless steel (shutter style) screen. The well is housed in a secure building located directly across from the water plant.

Well No. 4 was originally constructed on August 13, 1977. It is a 54.9 m deep drilled well also equipped a magnetic flow meter and with a vertical turbine pump rated at 2700 L/min. It consists of a 762 mm diameter outer steel casing, to a depth of 27.4 m and 356 mm inner steel casing, to a depth of 46.3 m with a 7.6 m long stainless steel screen, 30.5 cm in diameter. This well is located inside the water treatment plant building.

There is approximately 23 m of low permeability clay between the ground surface and the aquifer protecting the groundwater from surface spills.

### ***Water Treatment***

The production wells feed the main water treatment plant that has a maximum rated capacity of 7865 cubic meters per day ( $\text{m}^3/\text{d}$ ).

The treatment process consists of two iron and manganese removal/pressure filtration systems rated at 94.6 L/s that are filled with Filtronic's Electromedia®, a proprietary media. The configuration allows either filter to be supplied with raw water from either of the two wells and the filter effluent is continuously monitored for turbidity and free chlorine residual. The two pressurized filters are automatically backwashed, based on high filter turbidity or maximum filter runtime. Manual backwashes can also be initiated when required. The backwash wastewater is discharged into the municipal sanitary sewage system which flows into the New Liskeard Lagoon.

Prior to filtration, chlorine gas is injected into the water to aid the oxidation process and precipitate the iron and manganese. After filtration, the treated water is re-chlorinated and directed into a contact tank comprised of two clearwells. The clearwells are continuously monitored for free chlorine residual levels, level and temperature.





### ***Water Storage and Pumping Capabilities***

The clearwells are located directly below the water treatment plant and have a total storage capacity of 271 m<sup>3</sup> (clearwell No. 1: 126 m<sup>3</sup>; clearwell No. 2: 145 m<sup>3</sup>). The baffles in the clearwell help to ensure sufficient chlorine contact time (CT). The free chlorine residual, pH and flow are continuously monitored to ensure adequate primary disinfection before the water enters the distribution system. The two clearwells are connected via an isolation valve to enable either clearwell to be drained for maintenance without compromising a continuous supply of water to users.

Two vertical turbine high lift pumps, equipped with variable frequency drives (VFDs) are each rated at 3272 L/min. They direct the treated water from the clear well to the Shepherdson Road reservoir and the Dymond reservoirs. If the high lifts are off then the Dymond Reservoir is fed by the Shepherdson Road reservoir.

The Shepherdson Road Reservoir is located at 117102 Shepherdson Road in New Liskeard and has a storage capacity of 1818 m<sup>3</sup>. Three vertical turbine pumps, all equipped with variable frequency drives (VFDs), supply water to pressure zones 2 and 3 in the system. A secondary disinfection system is in place at the reservoir using sodium hypochlorite to boost the chlorine levels leaving the reservoir if required.

The Dymond Reservoir is located at 284 Raymond Street and has a capacity of 1395 m<sup>3</sup>. The reservoir is a single story building with an underground clearwell consisting of four interconnected baffled cells. A second building houses a sodium hypochlorite feed system, if boosting is required and four vertical turbine pumps (equipped with VFDs) two rated at 70 L/s and two rated at 28.1 L/s.

### ***Control System***

The New Liskeard Water Treatment System is controlled by a dedicated Programmable Logic Controller (PLC) and monitored through a Control System Supervisory Control and Data Acquisition (SCADA) system. All analyzing, monitoring and control module equipment information is routed through the SCADA system for operator monitoring and control. Control of equipment can be accomplished locally using the Human Machine Interface (HMI) touch screen at the New Liskeard water treatment plant or remotely via the SCADA computer located at the Haileybury water treatment plant. Operators can also access the system using their computers and cell phones. Alarm capability and set point adjustment along with trend monitoring are also available through SCADA system controls.

### ***Emergency Power***

An emergency 300 KW stand-by power generator is available at the Well 3 pumphouse to ensure continued operation of the water supply treatment and facility during a power outage. A 230 kW diesel generator is on-site at the Shepherdson Street Reservoir and a 260 kW standby diesel generator is available at the Dymond Reservoir in case of power failures.



## ***Distribution System***

The New Liskeard Drinking Water System is classified as a Large Municipal Residential Drinking Water System that provides water to the communities of New Liskeard and Dymond. The distribution system consists of approximately 5750 residents and 2300 service connections and is comprised of various pipe materials including cast iron, ductile iron and PVC ranging from 4 to 16 " in New Liskeard and 6 to 12 " in Dymond. Approximately 535 m of 150 mm diameter HDPE feeder main to the Dymond Reservoir was installed in May 2020. There are several isolation valves to allow for the repair and maintenance of selected sections of the distribution system, three air relief valves and five pressure reducing valves. Approximately 313 fire hydrants are connected to the system to aid in fire protection.

This distribution system is broken down into three (3) service zones. It should be noted that the feeder main from the McCamus water treatment plant to the storage reservoir on Shepherdson Road also acts as a distribution line within Zone I. The three zones are supplied with potable water in the following manner:

Zone I – Gravity Zone is supplied with water through a distribution line (also the feeder main to the reservoir from the WTP) from the Shepherdson Road reservoir. Zone I is also isolated from Zones II and III via natural topography and closed valves. Zone I also supplies water from Shepherdson Road to the Dymond Reservoir which feeds the Dymond Distribution System.

Zone II – Intermediate Zone is fed through a separate distribution line from the Shepherdson Road reservoir through pumping. The area is generally comprised of residential units as well as the recently developed (2011) Dymond Industrial Park. The interconnected distribution piping between this zone and Zone I (gravity) is isolated via closed gate valves.

Zone III – High Zone is fed through a separate distribution line from the Shepherdson Road reservoir through pumping. The area is generally comprised of limited industrial users and is the main feed for Temiskaming Hospital.

## **3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD**

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

Chlorine Gas – Primary Disinfection  
Sodium Hypochlorite – Secondary Disinfection

All treatment chemicals meet AWWA and NSF/ANSI standards.



#### **4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM**

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

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

##### *Water Treatment System*

- Repaired Well No. 4 pump motor
- Replaced Well No. flow meter
- Replaced chlorine injection solenoids
- Repaired blown PLC cards
- Replaced compressor switch and regulator
- Replaced peristaltic pump
- Pull Pump No. 1 at the Shepherdson Road Reservoir
- Replaced pump head for pre-chlorine analyzer
- Replaced backflow preventer on Well No. 4 feed water
- Repaired Filter No. 2 chlorine feed line
- Changed leaking solenoid on No. 1 chlorine injector
- Replaced chlorine analyzer membrane, KCL solution & probe

##### *Distribution System*

- The replacement of approximately 70 m of 250 mm dia. D.I. WM with 250 mm dia. PVC CL1 50 WM and approximately 110 m of 150 mm dia. D.I. WM with 200 mm dia. PVC CL150 WM on Drive In Theatre Rd. from the intersection of Drive In Theatre Rd. and Highway 11 to the intersection of Drive In Theatre Rd. and Raymond St. in Dymond.
- The addition of approximately 535 m of 150mm dia. HDPE DR11 WM on Raymond St. from the intersection of Drive In Theatre Rd. and Raymond St. to the Dymond Reservoir.
- The replacement of approximately 25 m of 250 mm dia. DI. WM with 250 mm dia. PVC CL1 50 WM on Raymond St. from the Dymond Reservoir to the intersection of Raymond St. and Crystal Ores.
- The addition of approximately 120 m of 250 mm dia. PVC CL1 50 WM on Crystal Cres. from the intersection of Crystal Cres. and Raymond St. to the intersection of Laurette St. and Crystal Ores.
- The addition of approximately 180 m of 200mm dia. PVC CLI 50 WM on Drive In Theatre Rd. from the intersection of Drive In Theatre Rd. and Highway 11 to the intersection of Drive In Theatre Rd. and Raymond St.

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

Based on information kept on record by OCWA, two (2) adverse water quality incidents were reported to the Ministry's Spills Action Centre in 2020.



**1. AWQI 150066 – Category 2 Watermain Break/LOP/BWA, May 28, 2020:** The City was operating a valve when it broke. The break occurred at Wilson Avenue and Hwy 66 in the community of Dymond. In order to conduct the repair the main was isolated which resulted in a loss of pressure to 6 businesses. A Boil Water Advisory (BWA) was issued by the Health Unit. Bacteriological samples were collected upstream, downstream and at the site of the adverse result on May 28<sup>th</sup> and 29<sup>th</sup>. Sample results for May 28<sup>th</sup> were acceptable having no total coliforms or *E.coli*. Results from May 29<sup>th</sup> showed one (1) total coliform from the sample collected at Wendy's restaurant. Incident reported as an AWQI on May 30<sup>th</sup> (AWQI No. 150086)

**2. AWQI 150086 – Total Coliform, May 30, 2020 -** One (1) total coliform was detected in a drinking water sample collected at the Wendy's restaurant on Hwy 65 in Dymond (883332). The sample was collected on May 29<sup>th</sup> at 1205 hours in response to a watermain repair and BWA issued but the Health Unit. The free chlorine residual was 0.86 mg/L. The affected area was flushed and the free chlorine residual was maintained above 0.20 mg/L. Re-samples were collected upstream, downstream and at the site of the adverse result on May 30<sup>th</sup> & 31<sup>st</sup> as per the Health Unit (HU needs two consecutive sets of samples to have acceptable results to lift the BWA). Re-sample results indicated zero total coliforms and *E. coli*. BWA lifted on June 1<sup>st</sup> at approximately 5:40PM. AWQI 150066 and 150086 were resolved on June 3, 2020.

## 6.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

### *Summary of Microbiological Data*

Sample Type	# of Samples	Range of <i>E.coli</i> Results (min to max)	Range of Total Coliform Results (min to max)	# of HPC Samples	Range of HPC Results (min to max)
Raw – Well 3	52	0 to 0	0 to 1	N/A	N/A
Raw – Well 4	45*	0 to 0	0 to 0	N/A	N/A
Treated	52	0 to 0	0 to 0	52	< 10 to > 2000**
Distribution	208	0 to 0	0 to 0	104	< 10 to 180

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

MAC for Total Coliforms = 0 Counts/100 mL

"<" denotes less than the laboratory's method detection limit

">" denotes greater than the laboratory's method detection limit.

#### Notes:

- One microbiological sample is collected and tested each week from the raw and treated water supply. A total of four microbiological samples are collected and tested each week from the New Liskeard distribution system. At least 25% of the distribution samples must be tested for HPC bacteria.
- \*Well No. 4 – samples were not collected from January 13<sup>th</sup> to March 10<sup>th</sup> when the pump motor failed. The unit was repaired and installed on January 24<sup>th</sup>. When putting Well No. 4 back into service, the flow meter failed and had to be replaced. A new flow meter was installed on March 10<sup>th</sup> and the well was put back into service on March 18<sup>th</sup>.
- \*\*High HPC count detected in a treated water sample collected on March 16<sup>th</sup>. Laboratory confirmed quality control data.

Refer to [Appendix A](#) for a monthly summary of microbiological test results.



## 7.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

### ***Summary of Raw Water Turbidity Data***

Parameter	Number of Samples	Range of Results (min to max)	Unit of Measure
Turbidity – Well 3	51	0.13 to 1.23	NTU
Turbidity – Well 4	42*	0.09 to 2.81	NTU

**Notes:**

1. Turbidity samples are required once every month.
2. \*Well No. 4 – raw turbidity samples were not collected in February after the well pump motor failed. The unit was repaired and installed on January 24th. A new flow meter was installed on March 10<sup>th</sup> and the well was put back into service on March 18<sup>th</sup> after which sampling resumed.

### ***Continuous Monitoring in the Treatment Process***

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Free Chlorine Residual	8760	0.21 to 4.08	mg/L	CT*

**Notes:**

1. For continuous monitors use 8760 as the number samples for one year
2. \*CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the New Liskeard water plant if the free chlorine residual level drops below 0.40 mg/L. On August 20, a low chlorine residual of 0.21 mg/L was measured in the treated water. CT calculation done and primary disinfection achieved.

### ***Summary of Chlorine Residual Data in the Distribution System***

Number of Samples	Free Chlorine (min to max)	Unit of Measure	Standard
378	0.09 to 1.78	mg/L	≥ 0.05

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

### ***Summary of Nitrate & Nitrite Data (sampled at the plant's point of entry into the distribution every quarter)***

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 13	< 0.05	< 0.05	mg/L	No
April 14	< 0.05	< 0.05	mg/L	No
July 13	< 0.05	< 0.05	mg/L	No
October 5	< 0.05	< 0.05	mg/L	No

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

**MAC for Nitrite = 1 mg/L**

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

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 13	42.5	ug/L	38.9	No
April 14	50.2	ug/L		
July 13	16.3	ug/L		
October 5	46.7	ug/L		

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

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

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 13	35	ug/L	23	No
April 14	18	ug/L		
July 13	12	ug/L		
October 5	27	ug/L		

Maximum Allowable Concentration (MAC) for Total Haloacetic Acid = 80 ug/L (Four Quarter Running Average)

**Summary of Most Recent Lead Data under Schedule 15.1**

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

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

Two rounds of alkalinity and pH testing were carried out on April 14<sup>th</sup> and September 23<sup>rd</sup> of 2020. Results are summarized in the table below.

**Summary of Lead Data** (sampled in the distribution system)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
April 14	3	7.57 to 7.77	5.9 to 13.9	240 to 247	N/A
September 23	3	7.2 to 7.3	9 to 12	222 to 229	N/A

**Note:** Next lead sampling scheduled for 2021

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

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	< 1.0	ug/L	10	No	No
Barium	98.0	ug/L	1000	No	No
Boron	88.0	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	< 1.0	ug/L	50	No	No
Mercury	< 0.1	ug/L	1	No	No
Selenium	0.4	ug/L	50	No	No
Uranium	< 1.0	ug/L	20	No	No

**Note:** Sample required every 36 months (sample date = *October 5, 2020*). Next sampling scheduled for October 2023

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

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.354	ug/L	5	No	No
Atrazine + N-dealkylated metabolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.265	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.01	ug/L	0.01	No	No
Bromoxynil	< 0.092	ug/L	5	No	No
Carbaryl	< 1.0	ug/L	90	No	No
Carbofuran	< 2.0	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.265	ug/L	90	No	No
Diazinon	< 0.265	ug/L	20	No	No
Dicamba	< 0.08	ug/L	120	No	No
1,2-Dichlorobenzene	< 0.3	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.3	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1.0	ug/L	50	No	No
2-4 Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.343	ug/L	100	No	No
Diclofop-methyl	< 0.114	ug/L	9	No	No
Dimethoate	< 0.265	ug/L	20	No	No
Diquat	< 0.2	ug/L	70	No	No
Diuron	< 7.0	ug/L	150	No	No
Glyphosate	< 20.0	ug/L	280	No	No
Malathion	< 0.265	ug/L	190	No	No

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

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Metolachlor	< 0.177	ug/L	50	No	No
Metribuzin	< 0.177	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	1.9	ug/L	10	No	No
Polychlorinated Biphenyls (PCBs)	< 0.06	ug/L	3.0	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.177	ug/L	2	No	No
Picloram	< 0.08	ug/L	190	No	No
Prometryne	< 0.089	ug/L	1	No	No
Simazine	< 0.265	ug/L	10	No	No
Terbufos	< 0.177	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6-Tetrachlorophenol	< 0.2	ug/L	100	No	No
Triallate	< 0.177	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
2-methyl-4-chlorophenoxyacetic acid (MCPA)	< 5.72	ug/L	100	No	No
Trifluralin	< 0.177	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

**Note:** Sample required every 36 months (sample date = October 5, 2020). Next sampling scheduled for October 2023

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

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

**Most Recent Sodium Data at the Water Treatment Plant**

Date of Sample	# of Samples	Result Value	Unit of Measure	Standard	Exceedance
October 9, 2018	1	14.7	mg/L	20	Yes

**Note:** Sample required every 60 months. Next sampling scheduled for October 2023.

**Most Recent Fluoride Data at the Water Treatment Plant**

Date of Sample	# of Samples	Result Value	Unit of Measure	Standard	Exceedance
October 9, 2018	1	0.718	mg/L	1.5	No

**Note:** Sample required every 60 months. Next sampling scheduled for October 2023.





### ***Additional Testing Performed in Accordance with a Legal Instrument***

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

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

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

In exchange, the following conditions apply:

- An ultraviolet light (UV) point of entry treatment unit owned or leased by the owner of the system is connected to the plumbing of every building and other structure that is served by the drinking water system at 399 Radley Hill Road.
- The UV unit(s) is validated through biosimetry testing for a dose of 40 mJ/cm<sup>2</sup>.
- In the event that the UV unit malfunctions, loses power or ceases to provide the appropriate level of disinfection:
  - The UV unit has a feature that ensures that no water is directed to users of water treated by the unit and a certified operator takes appropriate action at the location where the unit is installed if such an event occurs before water is again directed to users of water treated by the unit, or
  - The UV unit has a feature that causes an alarm to sound immediately at the building or structure where the point of entry treatment unit is installed and a location where a certified operator is present, if a certified operator is not always present at the building or structure where the point of entry treatment unit is installed. If an alarm sounds, a certified operator must take appropriate action as soon as possible.

### ***Ultraviolet Dosage***

UV System	# of Samples	Range of Results (min to max)	Unit of Measure	Limit
UV Unit	97	161 to 370	mJ/cm <sup>2</sup>	40



New Liskeard Drinking Water System

Schedule 22

# 2020 SUMMARY REPORT

## FOR MUNICIPALITIES



## Schedule 22 - SUMMARY REPORTS FOR MUNICIPALITIES

### 1.0 INTRODUCTION

<b>Drinking-Water System Name</b>	<b>New Liskeard Drinking Water System</b>
<b>Municipal Drinking Water Licence (MDWL)</b>	218-103-2 (issued August 15, 2016)
<b>Drinking Water Works Permit (DWWP)</b>	218-203-3 (issued April 21, 2017)
<b>Permit to Take Water (PTTW)</b>	4417-AF2JAM (issued November 2, 2016)
<b>Reporting Period</b>	January 1, 2020 to December 31, 2020

### 2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET

According to information kept on record by OCWA, the New Liskeard Drinking Water System failed to meet the following requirements during the 2020 reporting period:

<b>Drinking Water Legislation</b>	<b>Requirement(s) the System Failed to Meet</b>	<b>Duration</b>	<b>Corrective Action(s)</b>	<b>Status</b>
Condition 2 of Schedule C of the Municipal Drinking Water License.	In March 2020 for approximately 14 hours, the treated flowmeter was reading a false maximum flow rate of 150 L/sec. The correct treated water flow rate is unknown for this period.	March 8, 2020 from 6:00 PM to March 9, 2020 at 8:00 AM.	Operators took appropriate corrective action and notified the Ministry on March 10 <sup>th</sup> , 2020. OCWA's Instrumentation Technician was able to repair the meter.  The City purchased a portable flow meter so that if a flow meter malfunctions or fails and cannot not be repaired in a reasonable period of time, the portable unit can be installed to continue collecting and recording flow measurements	Complete

It should also be mentioned that, two (2) adverse water quality incidents were reported to the Ministry's Spills Action Center during the reporting period. Refer to Section 5.0 – *Details on Notices of Adverse Test Results and Other Problems Reported to & Submitted to the Spills Actions Center* on page 7 of this report for details.

### 3.0 SUMMARY OF QUANTITIES & FLOW RATES

#### **Flow Monitoring**

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



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

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

## Water Usage

The following Water Usage Tables summarize the quantities and flow rates of water taken and produced during the 2020 reporting period, including average monthly volumes, maximum monthly volumes, total monthly volumes and maximum flow rates.

### Raw Water

#### 2020 - Monthly Summary of Water Takings from the Source (Well No. 3 and Well No. 4)

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

##### Well No. 3

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	68891	74236	62126	37830	41868	52705	53088	53589	40074	41593	39139	35193	600333
Average Volume (m <sup>3</sup> /d)	2222	2560	2004	1261	1351	1757	1713	1729	1336	1342	1305	1135	1640
Maximum Volume (m <sup>3</sup> /d)	2697	2786	2827	1621	1893	2830	2802	2803	1676	1734	2762	1418	2830
PTTW - Maximum Allowable Volume (m <sup>3</sup> /day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	3583	3830	4031	4252	4322	4108	4090	4139	3669	4059	4341	4344	4344
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500

##### Well No. 4

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	21245	0	39458	69896	78403	78586	80679	85171	83534	86607	82349	82687	788616
Average Volume (m <sup>3</sup> /d)	685	0	1273	2330	2529	2620	2603	2747	2784	2794	2745	2667	2154
Maximum Volume (m <sup>3</sup> /d)	2685	0	2825	2596	2631	2637	2615	2838	2832	2841	2803	2743	2841
PTTW - Maximum Allowable Volume (m <sup>3</sup> /day)	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
Maximum Flow Rate (L/min)	1649	0	1634	1799	2621	3389	2963	2513	2049	1909	1635	2128	3389
PTTW - Maximum Allowable Flow Rate (L/min)	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500	4500

Well No. 4 removed from service on January 7th to repair the well pump motor and replace the flow meter. Well put back into service on March 18th.



### Combined Raw Water Taking (Well No. 3 and Well No. 4)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	77555	74236	79779	77010	90906	107503	109836	107221	85435	83912	76256	75868	1045516
Average Volume (m <sup>3</sup> /d)	2502	2560	2574	2567	2932	3583	3543	3459	2848	2707	2542	2447	2856
Maximum Volume (m <sup>3</sup> /d)	2718	2786	2827	2902	4186	5921	4829	4764	3222	3260	3427	2701	5921
MDWL - Rated Capacity (m <sup>3</sup> /day)	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000	8000

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

Well No. 3: 4000 m<sup>3</sup>/day 4,500 L/minute

Well No. 4: 4000 m<sup>3</sup>/day 4,500 L/minute

Total Combined Daily Volume: 8000 m<sup>3</sup>/day

A review of the raw water flow data indicates that the wells did not exceed the maximum allowable volumes or maximum flow rates during the reporting period.

### Treated Water

#### 2020 - Monthly Summary of Treated Water Supplied to the Distribution System

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

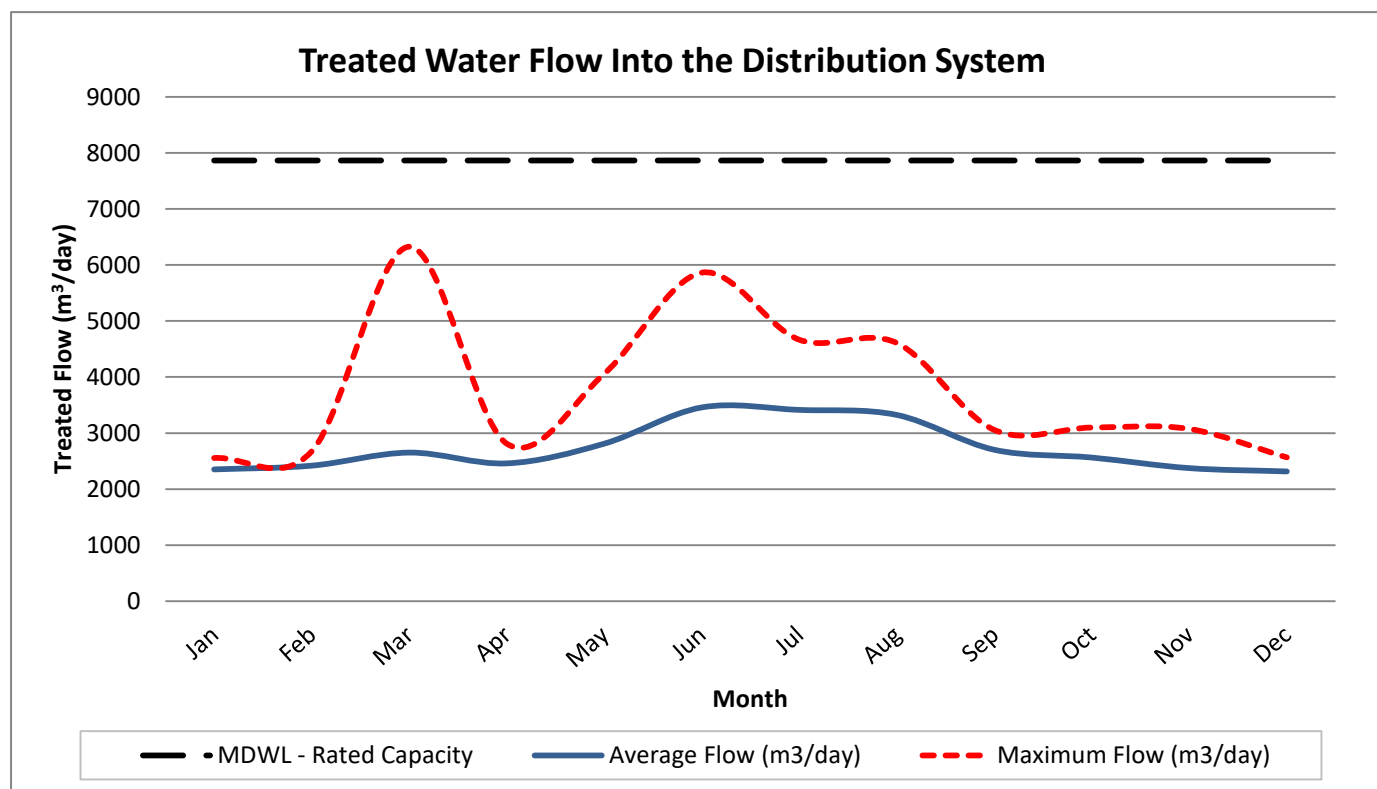
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	72892	70130	82197	73770	87125	103728	105815	103038	81059	79446	71227	71772	1002200
Average Volume (m <sup>3</sup> /d)	2351	2418	2652	2459	2810	3458	3413	3324	2702	2563	2374	2315	2738
Maximum Volume (m <sup>3</sup> /d)	2555	2672	6326	2813	4058	5863	4666	4608	3056	3099	3073	2566	6326
MDWL - Rated Capacity (m <sup>3</sup> /day)	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865

Schedule C, Section 1.0 (1.1) of MDWL No. 218-103 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system shall not exceed 7865 m<sup>3</sup> on any calendar day. The New Liskeard DWS complied with this limit having a recorded maximum volume of 6326 m<sup>3</sup>/day on March 9th, which represents 80.4 % of the rated capacity.

Figure 1 compares the average and maximum flow rates into the distribution system to the approved rated capacity of the system as identified in the MDWL.

**Figure 1 □ 2020 - Comparison of Treated Water Flows to the Rated Capacity**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Flow (m <sup>3</sup> /day)	2351	2418	2652	2459	2810	3458	3413	3324	2702	2563	2374	2315
Maximum Flow (m <sup>3</sup> /day)	2555	2672	6326	2813	4058	5863	4666	4608	3056	3099	3073	2566
MDWL - Rated Capacity	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865
% Rated Capacity	32	34	80	36	52	75	59	59	39	39	39	33





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

Rated Capacity of the Plant (MDWL)	7865 m <sup>3</sup> /day	
Average Daily Flow for 2020	2738 m <sup>3</sup> /day	34.8 % of the rated capacity
Maximum Daily Flow for 2020	6326 m <sup>3</sup> /day	80.4 % of the rated capacity
Total Treated Water Produced in 2020	1,002,200 m <sup>3</sup>	

### ***Historical Flows***

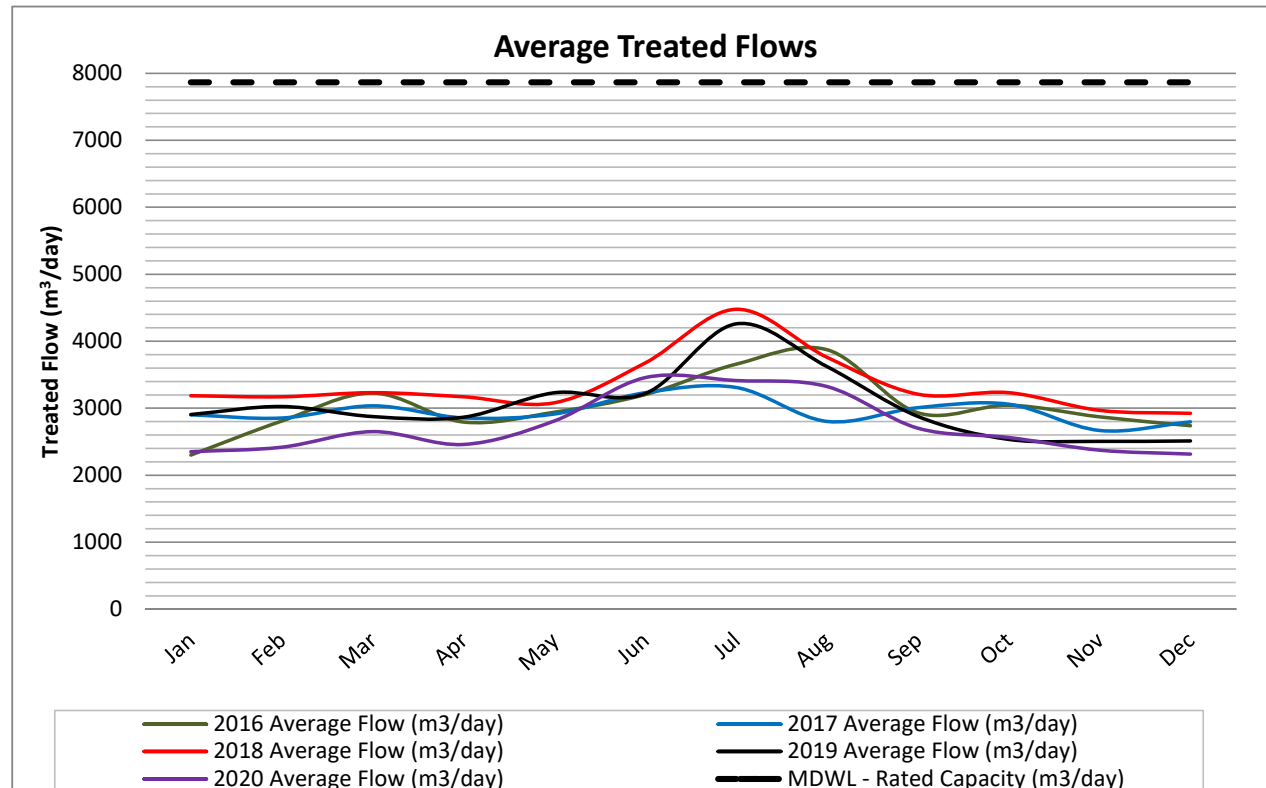
#### ***New Liskeard Water Treatment Plant – Flow Comparison***

Year	Maximum Treated Flow (m <sup>3</sup> /d)	Average Daily Flow (m <sup>3</sup> /d)	Average Day % of Rated Capacity (7865 m <sup>3</sup> /d)
<b>2020</b>	<b>6326</b>	<b>2738</b>	<b>34.8%</b>
2019	6112	3036	38.6%
2018	5993	3341	42.5%
2017	4511	2953	37.5%
2016	5667	3033	42.0%

Figure 2 compares the average treated water flows from 2016 to 2020.

**Figure 2 - Historical Water Usage Trends (2016 to 2020)**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016 Average Flow (m <sup>3</sup> /day)	2301	2808	3226	2794	2940	3203	3657	3874	2932	3045	2871	2739
2017 Average Flow (m <sup>3</sup> /day)	2902	2854	3036	2856	2914	3232	3310	2803	3008	3060	2668	2796
2018 Average Flow (m <sup>3</sup> /day)	3187	3171	3232	3171	3081	3676	4477	3761	3210	3232	2968	2924
2019 Average Flow (m <sup>3</sup> /day)	2906	3026	2875	2866	3231	3220	4260	3622	2878	2535	2505	2512
2020 Average Flow (m <sup>3</sup> /day)	2351	2418	2651	2459	2810	3457	3413	3324	2702	2563	2374	2315
MDWL - Rated Capacity (m <sup>3</sup> /day)	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865	7865







## CONCLUSION

The water quality data collected in 2020 demonstrates that the New Liskeard drinking water system provided high quality drinking water to its users. During a watermain break repair in May, an adverse water quality event occurred. Total Coliforms were detected in drinking water samples collected after the repair. The adverse results were reported to the Ministry's Spills Action Center and the local Health Unit as required under Schedule 16 of O. Reg. 170/03. A precautionary boil water advisory was issued for the affected area until acceptable sample results achieved.

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



# **APPENDIX A**

Monthly Summary of Microbiological  
Test Results

**NEW LISKEARD DRINKING WATER SYSTEM  
2020 SUMMARY OF MICROBIOLOGICAL TEST RESULTS**

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

RAW WATER	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min
Well 3 / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	1	0	0	0	1	0	0	0			1	
Mean Lab	0	0	0	0	0.25	0	0	0	0.5	0	0	0		0.058		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 3 / E. Coli: EC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Well 4 / Total Coliform: TC - cfu/100mL																
Count Lab	2*	0*	4*	4	4	5	4	5	4	4	5	4	45*			
Max Lab	0			0	0	0	0	0	0	0	0	0			0	
Mean Lab	0		0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0		0	0	0	0	0	0	0	0	0	0				0
Well 4 / E. Coli: EC - cfu/100mL																
Count Lab	2*	0*	4*	4	4	5	4	5	4	4	5	4	45*			
Max Lab	0		0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0		0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0		0	0	0	0	0	0	0	0	0	0				0
TREATED WATER	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min
Treated Water POE / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water POE / E. Coli: EC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water POE / HPC - cfu/mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	< 10	< 10	> 2000**	< 10	< 10	< 10	80	50	< 10	< 50	< 50	< 20			> 2000**	
Mean Lab	< 10	< 10	> 408	< 10	< 10	< 10	< 27.5	< 18	< 10	< 30	< 24	< 12.5	<	53.462		
Min Lab	< 10	< 10	> 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
DISTRIBUTION WATER	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min
1st Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
1st Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / HPC - cfu/mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	< 10	< 10	< 10	< 10	< 10	< 40	80	< 180	< 10	< 40	< 60	< 10			180	
Mean Lab	< 10	< 10	< 10	< 10	< 10	< 20	< 35	< 76	< 10	< 17.5	< 22	< 10	<	20.962		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
3rd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
3rd Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / E. Coli - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
4th Bacti/Residual / HPC - cfu/mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	< 10	< 10	< 10	< 10	< 10	< 70	< 50	< 10	< 20	< 10	< 20	< 30	<	13.654	70	
Mean Lab	< 10	< 10	< 10	< 10	< 10	< 25	< 26	< 10	< 12	< 10	< 12.5	< 15	<			
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10

**NOTES:**  
\* Well No. 4 – microbiological samples were not collected from January 13th to March 10th when the pump motor failed. The unit was repaired and installed on January 24th. When putting Well No. 4 back into service, the flow meter failed and had to be replaced. A new flow meter was installed on March 10th and sampling resumed.  
\*\* High HPC count detected in a treated water sample collected on March 16th. Laboratory confirmed quality control data.



## **APPENDIX B**

### Monthly Summary of Operational Data

**NEW LISKEARD DRINKING WATER SYSTEM  
2020 SUMMARY OF OPERATIONAL RESULTS**

Facility Works Number: 220000344  
Facility Name: NEW LISKEARD DRINKING WATER SYSTEM  
Facility Classification: Class 1 Water Treatment

RAW WATER	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min
Well 3 / Turbidity - NTU																
Count IH	4	4	5	4	4	5	3	5	4	4	5	4	51			
Total IH	0.77	1.07	3.68	3.05	2.82	3.49	1.54	2.03	1.91	2.16	1.52	1.69	25.73			
Max IH	0.36	0.4	0.96	1.23	0.81	1.08	0.58	0.83	0.61	0.71	0.55	0.78			1.23	
Mean IH	0.193	0.268	0.736	0.763	0.705	0.698	0.513	0.406	0.478	0.54	0.304	0.423		0.505		
Min IH	0.13	0.2	0.42	0.35	0.59	0.52	0.47	0.18	0.35	0.45	0.16	0.19				0.13
Well 4 / Turbidity - NTU																
Count IH	1	0*	3	4	4	5	3	5	4	4	5	4	42			
Total IH	0.18		3.85	9.38	3.2	2.12	1.66	3.25	2.06	2.41	1.33	1.16	30.6			
Max IH	0.18		2.06	2.81	1.06	0.78	0.62	0.83	0.61	0.66	0.41	0.42			2.81	
Mean IH	0.18		1.283	2.345	0.8	0.424	0.553	0.65	0.515	0.603	0.266	0.29		0.729		
Min IH	0.18		0.6	1.87	0.55	0.14	0.49	0.55	0.43	0.51	0.09	0.17				0.09
TREATED WATER	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min
Treated Water POE / Cl Residual: Free (0.40 mg/L) - mg/L																
Max OL	1.55	1.71	2.38	4.08	2.49	1.51	1.99	3.16	2.15	1.99	2.36	1.61			4.08	
Mean OL	1.154	1.153	1.216	1.242	1.179	1.273	1.355	1.421	1.51	1.459	1.396	1.424		1.315		
Min OL	0.85	0.93	0.88	0.91	0.86	0.79	0.98	0.21**	1.12	1.07	0.95	1.03				0.21
DISTRIBUTION WATER	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min
1st Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	9	8	9	10	10	9	9	9	8	9	9	10	109			
Max IH	0.91	0.89	0.77	1.05	1.22	1.27	1.73	0.93	0.97	1.05	0.94	1.1			1.73	
Mean IH	0.706	0.714	0.631	0.675	0.799	0.859	0.926	0.807	0.799	0.83	0.76	0.866		0.781		
Min IH	0.6	0.59	0.44	0.46	0.61	0.45	0.5	0.66	0.56	0.092	0.53	0.67				0.092
2nd Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	9	8	9	10	10	9	9	9	8	9	9	9	108			
Max IH	1.01	1.01	0.98	1.78	1.28	1	1.22	1.09	1.07	1.01	1.22	1.05			1.78	
Mean IH	0.732	0.743	0.844	0.944	0.804	0.736	0.909	0.88	0.939	0.831	0.859	0.826		0.838		
Min IH	0.34	0.59	0.62	0.52	0.6	0.55	0.74	0.42	0.73	0.47	0.47	0.71				0.34
3rd Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	9	8	9	10	9	9	9	9	8	9	9	9	107			
Max IH	0.92	1.23	1.04	1.03	1.18	1.29	1.39	1.03	1.18	1.07	1.14	1.05			1.39	
Mean IH	0.708	0.985	0.72	0.771	0.789	0.83	1.036	0.829	1.009	0.9	0.767	0.839		0.845		
Min IH	0.39	0.68	0.36	0.49	0.64	0.32	0.87	0.54	0.6	0.81	0.37	0.63				0.32
4th Bacti/Residual / Cl Residual: Free - mg/L																
Count IH	4	4	5	4	5	5	5	5	4	4	5	4	54			
Max IH	1.01	1.12	1	0.75	1.01	1.32	1.25	1.18	1.1	0.94	1.03	1.01			1.32	
Mean IH	0.79	0.87	0.708	0.668	0.772	0.918	0.952	0.976	0.98	0.778	0.874	0.763		0.841		
Min IH	0.66	0.57	0.58	0.6	0.61	0.74	0.65	0.67	0.82	0.57	0.8	0.63				0.57
RADLEY HILL ROAD	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min
Manitoulin Transport / UV Dosage - mJ/cm <sup>2</sup>																
Count IH	9	6	9	9	8	8	7	8	8	9	7	9	97			
Max IH	370	353.9	334.9	311.2	273.8	340	329	300	283.6	270	315	284			370	
Mean IH	326.211	342.567	319.533	291.711	267.888	273.588	305.229	277.1	263.475	253.467	269.443	269.167		287.374		
Min IH	161	327.8	287	271.8	253	250	287	255.4	245.5	243	228	245				161

**NOTES:**  
\* Well No. 4 – raw turbidity samples were not collected in February after the well pump motor failed. The unit was repaired and installed on January 24th. When putting Well No. 4 back into service, the flow meter failed and had to be replaced. The new flow meter was installed on March 10th and sampling resumed.  
\*\* August 20 - a low free chlorine residual of 0.21 mg/L was measured in the treated water. CT calculation done and primary disinfection achieved.



**Ontario Clean Water Agency**  
**Agence Ontarienne Des Eaux**

Haileybury Drinking Water System

# 2020 ANNUAL SUMMARY REPORT

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



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## INTRODUCTION

Municipalities throughout Ontario are required to comply with Ontario Regulation 170/03 made under the *Safe Drinking Water Act* (SDWA) since June 2003. The Act was passed following recommendations made by Commissioner O'Conner after the Walkerton Inquiry. The Act's purpose is to protect human health through the control and regulation of drinking-water systems. O. Reg. 170/03 regulates drinking water testing, use of licensed laboratories, treatment requirements and reporting requirements.

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

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

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

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

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

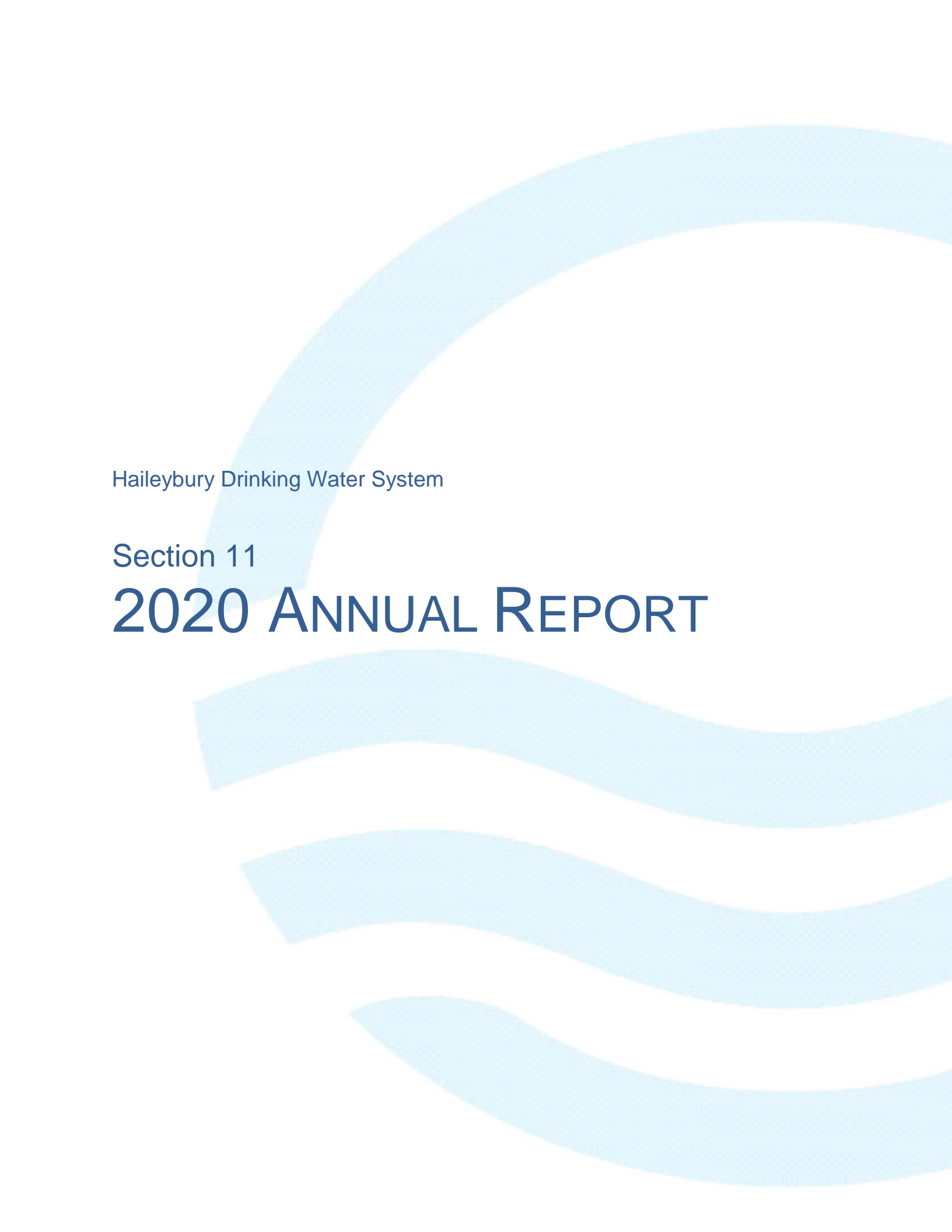
The *Safe Drinking Water Act*, 2002 and the drinking water regulations can be viewed at the following website: <http://www.e-laws.gov.on.ca>.

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

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

The reports have been prepared by the Ontario Clean Water Agency (OCWA) on behalf of the Owner and presented to council as the 2020 Annual/Summary Report.





Haileybury Drinking Water System

Section 11

# 2020 ANNUAL REPORT



## Section 11 - ANNUAL REPORT

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### 1.0 INTRODUCTION

<b>Drinking-Water System Name</b>	<b>Haileybury Drinking Water System</b>
<b>Drinking-Water System Number</b>	210000309
<b>Drinking-Water System Owner</b>	The Corporation of the City of Temiskaming Shores
<b>Drinking-Water System Category</b>	Large Municipal, Residential System
<b>Reporting Period</b>	January 1, 2020 to December 31, 2020

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

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

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

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

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

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

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

#### ***The Annual Report was not provided to any other Drinking Water System Owners***

The Ontario Clean Water Agency prepared the 2020 Annual/Summary Report for the Haileybury Drinking Water System and provided a copy to the system owner; the City of Temiskaming Shores. The Haileybury Drinking Water System is a stand-alone system that does not receive water from or send water to another system.

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

- Notice on the city's Facebook page
- Notice via a Community Bulletin in the local newspaper



## **2.0 HAILEYBURY DRINKING WATER SYSTEM (DWS No. 210000309)**

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

### ***Raw Water Supply***

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

Water flows into the intake structure by gravity, through two removable inlet screens and is stored in the raw water wet well. The wet well contains a heated superstructure and has a storage volume of 37.2 m<sup>3</sup>. The low lift pumping station is equipped with three low lift duty pumps; all are vertical turbine pumps which operate on an alternating basis. A magnetic flow meter is located in the water treatment plant to monitor raw water flows. The raw water is also continuously monitored for pH, turbidity and temperature.

### ***Water Treatment***

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

After filtration, the process water is chlorinated and pH adjusted with soda ash before entering the dual celled clearwell. Three high lift pumps are located at the end of the clearwell, where a magnetic flow meter is used to measure flow on the discharge main. In a separate room, with outside access only, a gas chlorine system equipped with automatic switchover is used for post-filtration chlorination in the clearwell. The water leaving the clearwell is continuously monitored for flow, pH, turbidity and free chlorine residual as it is directed to an off-site reservoir.



### ***Water Storage***

The Niven Street reservoir is a baffled contact tank consisting of two reservoirs and one pumping chamber that provide sufficient chlorine contact time to meet CT requirements. The water in the reservoir is monitored for free chlorine residual and level to ensure primary disinfection is achieved. An ammonium sulphate dosing system is used to chloramine the treated water before being gravity fed or pumped to the distribution system by four high lift pumps equipped with variable frequency drives (VFDs). The water directed to the pressure zones are continuously monitored for pH, turbidity, pressure and total chlorine residual. The gravity fed zone is continuously monitored for flow and total chlorine residual.

### ***Control System***

The Haileybury Water Treatment System is controlled by a dedicated Programmable Logic Controller (PLC) and monitored through a Control System Supervisory Control and Data Acquisition (SCADA) system. All analyzing, monitoring and control module equipment information is routed through the SCADA system for operator monitoring and control. Control of equipment can be accomplished locally using the SCADA computer located at the Haileybury water treatment plant or remotely using operator computers and cell phones. Alarm capability and set point adjustment along with trend monitoring are also available through SCADA system controls.

### ***Emergency Power***

A 250 kW diesel generator is available at the water treatment plant and a 200 kW diesel engine generator is on hand at the reservoir for emergency purposes.

### ***Distribution System***

The Haileybury drinking water system is classified as a Large Municipal Residential Drinking Water System that provides water to a population of approximately 4,200 residents. The distribution system has approximately 1940 service connections and is comprised of various pipe materials including 4" - 12" cast iron with lead joints or ductile iron, 10" and 12" asbestos cement, and PVC with mechanical joints. There are several isolation valves to allow for the repair and maintenance of selected sections of the distribution system, one air relief valve and four pressure reducing valves. Approximately 174 fire hydrants are connected to the system to aid in fire protection.

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



### **3.0 LIST OF WATER TREATMENT CHEMICALS USED OVER THE REPORTING PERIOD**

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

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

All treatment chemicals meet AWWA and NSF/ANSI standards.

### **4.0 SIGNIFICANT EXPENSES INCURRED TO THE DRINKING WATER SYSTEM**

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

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

- Purchased a clamp-on flow meter with 4-20 MA output in case of flow meter failure
- Cleaned out Filter No. 1 underdrain
- Replaced dessicant pack for turbimeter
- Replaced filter solenoid valves and purchased spare units
- Replaced chlorine gas leak detection sensors
- Replaced process pH probes
- Replaced load cells
- Replaced polymer tanks feed line
- Replaced polymer pump flow switches
- Replaced faulty ammonia sulphate reed switch
- Replaced chlorine feed line
- Installed oiler on air line for filters valves
- Purchased filter actuator rebuild kits

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

Based on information kept on record by OCWA, the Haileybury Drinking Water System was in full compliance in 2020 with no adverse water quality incidents reported to the Ministry's Spills Action Centre.

## 6.0 MICROBIOLOGICAL TESTING PERFORMED DURING THE REPORTING PERIOD

### *Summary of Microbiological Data*

Sample Type	# of Samples (see Note 2)	Range of <i>E.coli</i> Results (min to max)	Range of Total Coliform Results (min to max)	# of HPC Samples	Range of HPC Results (min to max)
Raw	52	0 to 105	0 to > 1000/NDGOT	N/A	N/A
Treated	52	0 to 0	0 to 0	52	< 10 to > 2000*
Distribution	156	0 to 0	0 to 0	52	< 10 to 150

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

MAC for Total Coliforms = 0 Counts/100 mL

NDGOT = No Data, Overgrown with Target

"<" denotes less than the laboratory's method detection limit

">" denotes greater than the laboratory's method detection limit

#### Notes:

- One microbiological sample is collected and tested each week from the raw and treated water supply. A total of three microbiological samples are collected and tested each week from the Haileybury distribution system. At least 25% of the distribution samples must be tested for HPC bacteria.
- \* High HPC count detected in a treated water sample collected on March 16<sup>th</sup>. Laboratory confirmed quality control data.

## 7.0 OPERATIONAL TESTING PERFORMED DURING THE REPORTING PERIOD

### *Continuous Monitoring in the Treatment Process*

Parameter	# of Samples	Range of Results (min to max)	Unit of Measure	Standard
Turbidity (Filter 1)	8760	0.001 to 1.002*	NTU	≤ 1.0 (for >15 minutes)
Turbidity (Filter 2)	8760	0.000 to 1.001*	NTU	
Turbidity (Filter 3)	8760	0.022 to 1.001*	NTU	
Free Chlorine (Reservoir)	8760	0.82 to 2.28	mg/L	CT**

#### Notes:

- For continuous monitors 8760 is used as the number of samples.
- \* Effective backwash procedures, including filter to waste and automatic filter shut down (callout and filter to waste) features are in place to ensure that the effluent turbidity requirements as described in the Filter Performance Criteria are met all times. Filters will backwash if turbidity reaches 0.7 NTU and will shut down and filter to waste at 1.0 NTU. The system performed as programmed and no high turbidity water was directed to the next phase of the process.
- \*\* CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the Haileybury water plant if the free chlorine residual level drops below 0.30 mg/L to ensure primary disinfection is achieved.

### *Summary of Chlorine Residual Data in the Distribution System*

Parameter	No. of Samples	Range of Results (min to max)	Unit of Measure	Standard
Combined Chlorine Residual	369	0.10* to 1.81	mg/L	≥ 0.25 and < 3.0

#### Notes:



1. A total of seven operational checks for chlorine residual in the distribution system are collected each week. Four (4) samples are tested one day and three (3) on a second day. The sample sets are collected at least 48-hours apart and samples collected on the same day are from different locations.
2. \*July 13 – One non-compliance occurred when a combined chlorine residual of 0.10 mg/L was tested in the distribution system falling below the required 0.25 mg/L (O. Regulation 170/03). Process adjustments made to resolve the issue.

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

## **Summary of Nitrate & Nitrite Data** (sampled at the plant's point of entry into the distribution every quarter)

Date of Sample	Nitrate Result	Nitrite Result	Unit of Measure	Exceedance
January 13	< 0.05	< 0.05	mg/L	No
April 14	0.20	< 0.05	mg/L	No
July 13	0.28	< 0.05	mg/L	No
October 5	0.14	< 0.05	mg/L	No

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

MAC for Nitrite = 1 mg/L

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

Date of Sample	THM Result	Unit of Measure	Running Average	Exceedance
January 13	37.6	ug/L	47.4	No
April 14	17.8	ug/L		
July 13	69.9	ug/L		
October 5	64.2	ug/L		

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

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

Date of Sample	Result Value	Unit of Measure	Running Average	Exceedance
January 13	34	ug/L	31.5	No
April 14	23	ug/L		
July 13	41	ug/L		
October 5	28	ug/L		

Maximum Allowable Concentration (MAC) for Total Haloacetic Acid = 80 ug/L (Four Quarter Running Average)

## **Summary of Most Recent Lead Data under Schedule 15.1**

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

The Haileybury Drinking Water System qualified for the 'Exemption from Plumbing Sampling' as described in section 15.1-5 (9-10) of Ontario Regulation 170/03. The exemption applies to a drinking water system if; in two consecutive periods at reduced sampling, not more than 10% of all samples from plumbing exceed the maximum allowable concentration of 10 ug/L for lead. As



such, the system was required to test for total alkalinity and pH in three distribution samples collected during the periods of December 15 to April 15 (winter period) and June 15 to October 15 (summer period). This testing is required in every 12-month period with lead testing in every third 12-month period.

Two rounds of alkalinity and pH testing were carried out on April 14<sup>th</sup> and September 23<sup>rd</sup> of 2020. Results are summarized in the table below.

**Lead Data** (sampled in the distribution system)

Date of Sample	# of Samples	Field pH (min to max)	Field Temperature (°C) (min to max)	Alkalinity (mg/L) (min to max)	Lead (ug/L) (min to max)
April 14	3	6.89 to 7.70	4.1 to 6.5	35 to 38	N/A
September 23	3	6.8 to 6.9	15 to 15	32 to 34	N/A

**Note:** Next lead sampling scheduled for 2021

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

Parameter	Result Value	Unit of Measure	MAC	MAC Exceedance	½ MAC Exceedance
Antimony	< 0.5	ug/L	6	No	No
Arsenic	< 1.0	ug/L	10	No	No
Barium	8.0	ug/L	1000	No	No
Boron	4.0	ug/L	5000	No	No
Cadmium	< 0.1	ug/L	5	No	No
Chromium	< 1.0	ug/L	50	No	No
Mercury	< 0.1	ug/L	1	No	No
Selenium	0.3	ug/L	50	No	No
Uranium	< 1.0	ug/L	20	No	No

**Note:** Sample required every 12 months (sample date = October 5, 2020)

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

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Alachlor	< 0.267	ug/L	5	No	No
Atrazine + N-dealkylated metabolites	< 0.5	ug/L	5	No	No
Azinphos-methyl	< 0.2	ug/L	20	No	No
Benzene	< 0.1	ug/L	1	No	No
Benzo(a)pyrene	< 0.01	ug/L	0.01	No	No
Bromoxynil	< 0.091	ug/L	5	No	No
Carbaryl	< 1.0	ug/L	90	No	No
Carbofuran	< 2.0	ug/L	90	No	No
Carbon Tetrachloride	< 0.2	ug/L	2	No	No
Chlorpyrifos	< 0.2	ug/L	90	No	No
Diazinon	< 0.2	ug/L	20	No	No



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

Parameter	Result Value	Unit of Measure	Standard	MAC Exceedance	½ MAC Exceedance
Dicamba	< 0.079	ug/L	120	No	No
1,2-Dichlorobenzene	< 0.3	ug/L	200	No	No
1,4-Dichlorobenzene	< 0.3	ug/L	5	No	No
1,2-Dichloroethane	< 0.3	ug/L	5	No	No
1,1-Dichloroethylene (vinylidene chloride)	< 0.3	ug/L	14	No	No
Dichloromethane	< 1.0	ug/L	50	No	No
2-4 Dichlorophenol	< 0.2	ug/L	900	No	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	< 0.34	ug/L	100	No	No
Diclofop-methyl	< 0.113	ug/L	9	No	No
Dimethoate	< 0.2	ug/L	20	No	No
Diquat	< 0.2	ug/L	70	No	No
Diuron	< 6.0	ug/L	150	No	No
Glyphosate	< 20.0	ug/L	280	No	No
Malathion	< 0.2	ug/L	190	No	No
Metolachlor	< 0.133	ug/L	50	No	No
Metribuzin	< 0.133	ug/L	80	No	No
Monochlorobenzene	< 0.5	ug/L	80	No	No
Paraquat	< 0.2	ug/L	10	No	No
Polychlorinated Biphenyls (PCBs)	< 0.06	ug/L	3	No	No
Pentachlorophenol	< 0.3	ug/L	60	No	No
Phorate	< 0.133	ug/L	2	No	No
Picloram	< 0.079	ug/L	190	No	No
Prometryne	< 0.067	ug/L	1	No	No
Simazine	< 0.2	ug/L	10	No	No
Terbufos	< 0.133	ug/L	1	No	No
Tetrachloroethylene	< 0.3	ug/L	10	No	No
2,3,4,6-Tetrachlorophenol	< 0.2	ug/L	100	No	No
Triallate	< 0.133	ug/L	230	No	No
Trichloroethylene	< 0.2	ug/L	5	No	No
2,4,6-Trichlorophenol	< 0.2	ug/L	5	No	No
2-methyl-4-chlorophenoxyacetic acid (MCPA)	< 5.66	ug/L	100	No	No
Trifluralin	< 0.133	ug/L	45	No	No
Vinyl Chloride	< 0.1	ug/L	1	No	No

**Note:** Sample required every 12 months (sample date = October 5, 2020)

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

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

***Most Recent Sodium Data Sampled at the Water Treatment Plant***

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

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

The aesthetic objective for sodium in drinking water is 200 mg/L at which it can be detected by a salty taste. It is required that the local Medical Officer of Health be notified when the concentration exceeds 20 mg/L so that persons on sodium restricted diets can be notified by their physicians. The adverse sodium result was reported to the Ministry's SAC and the Timiskaming Health Unit on October 16, 2017 as required under Schedule 16 of O. Reg. 170/03 (AWQI# 137331).

***Most Recent Fluoride Data Sampled at the Water Treatment Plant***

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

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

***Additional Testing Performed in Accordance with a Legal Instrument.***

No additional regulatory sampling and testing was required for the Haileybury Drinking Water System during the 2020 reporting period.



Haileybury Drinking Water System

Schedule 22

# 2020 SUMMARY REPORT

## FOR MUNICIPALITIES



## Schedule 22 - SUMMARY REPORTS for MUNICIPALITIES

### 1.0 INTRODUCTION

<b>Drinking-Water System Name</b>	<b>Haileybury Drinking Water System</b>
<b>Municipal Drinking Water Licence (MDWL)</b>	218-102-2 (issued August 15, 2016)
<b>Drinking Water Works Permit (DWWP)</b>	218-202-5 (issued August 15, 2016)
<b>Permit to Take Water (PTTW)</b>	6133-82TLT7 (expired February 21, 2020) P-300-1067513491 (issued February 13, 2020)
<b>Reporting Period</b>	January 1, 2020 to December 31, 2020

### 2.0 REQUIREMENTS THE SYSTEM FAILED TO MEET

According to information kept on record by OCWA, the Haileybury Drinking Water System failed to meet the following requirements during the 2020 reporting period:

<b>Drinking Water Legislation</b>	<b>Requirement(s) the System Failed to Meet</b>	<b>Duration</b>	<b>Corrective Action(s)</b>	<b>Status</b>
Section 1-2(2)3 and 4 of Schedule 1 to O. Reg. 170/03	<p>The system failed to meet the design requirements of the chlorination system.</p> <p>Chlorine residual testing performed in the distribution system on July 13<sup>th</sup> at 639 Rorke Avenue failed to meet the regulatory limit identified O. Regulation 170/03. A total chlorine residual (TCR) of 0.51 mg/L and a free chlorine residual (FCR) of 0.41 mg/L resulted in a combined residual (CCR) of 0.10 mg/L falling below the required 0.25 mg/L.</p>	July 13, 2020 At 11:05 AM	<p>The ammonia dosage was increased and process was verified to ensure appropriate mixing in the chamber to allow for proper chloramination.</p> <p>The residual was re-sampled and tested on July 20<sup>th</sup> at 10:30 AM and gave a CCR result of 0.36 mg/L (TCR = 0.41 and FCR = 0.05).</p>	Complete

### 3.0 SUMMARY OF QUANTITIES & FLOW RATES

#### *Flow Monitoring*

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

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



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

## Water Usage

The following Water Usage Tables summarize the quantities and flow rates of water taken and produced during the 2020 reporting period, including average monthly volumes, maximum monthly volumes, total monthly volumes and maximum flow rates.

### Raw Water

#### 2020 - Monthly Summary of Water Takings from the Source (Lake Temiskaming)

Regulated by Permit to Take Water (PTTW) #P-300-1067513491, effective February 13, 2020

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	78817	73584	79782	72868	78253	84908	82083	77970	72732	74601	69933	73353	918884
Average Volume (m <sup>3</sup> /d)	2543	2537	2574	2429	2524	2830	2648	2515	2424	2406	2331	2366	2511
Maximum Volume (m <sup>3</sup> /d)	3356	2642	2993	2783	3069	3788	3427	2957	3037	2706	2574	3015	3788
PTTW - Maximum Allowable Volume (m <sup>3</sup> /day)	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816	6816
Maximum Flow Rate (L/min)	4724	4713	4585	4278	4681	4721	4718	4692	4696	4612	4609	4585	4724
PTTW - Maximum Allowable Flow Rate (L/min)	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733	4733

The system's Permit to Take Water #P-300-1067513491 allows the municipality to withdraw a maximum volume of 6816 cubic meters from Lake Temiskaming each day at a maximum flow rate of 4733 L/minute. A review of the raw water flow data indicates that the system did not exceed the maximum allowable volume or maximum flow rate during the reporting period.

### Treated Water

#### 2020 - Monthly Summary of Treated Water Supplied to the Distribution System

Regulated by Municipal Drinking Water Licence (MDWL) #218-102 - Issue 2, issued August 15, 2016

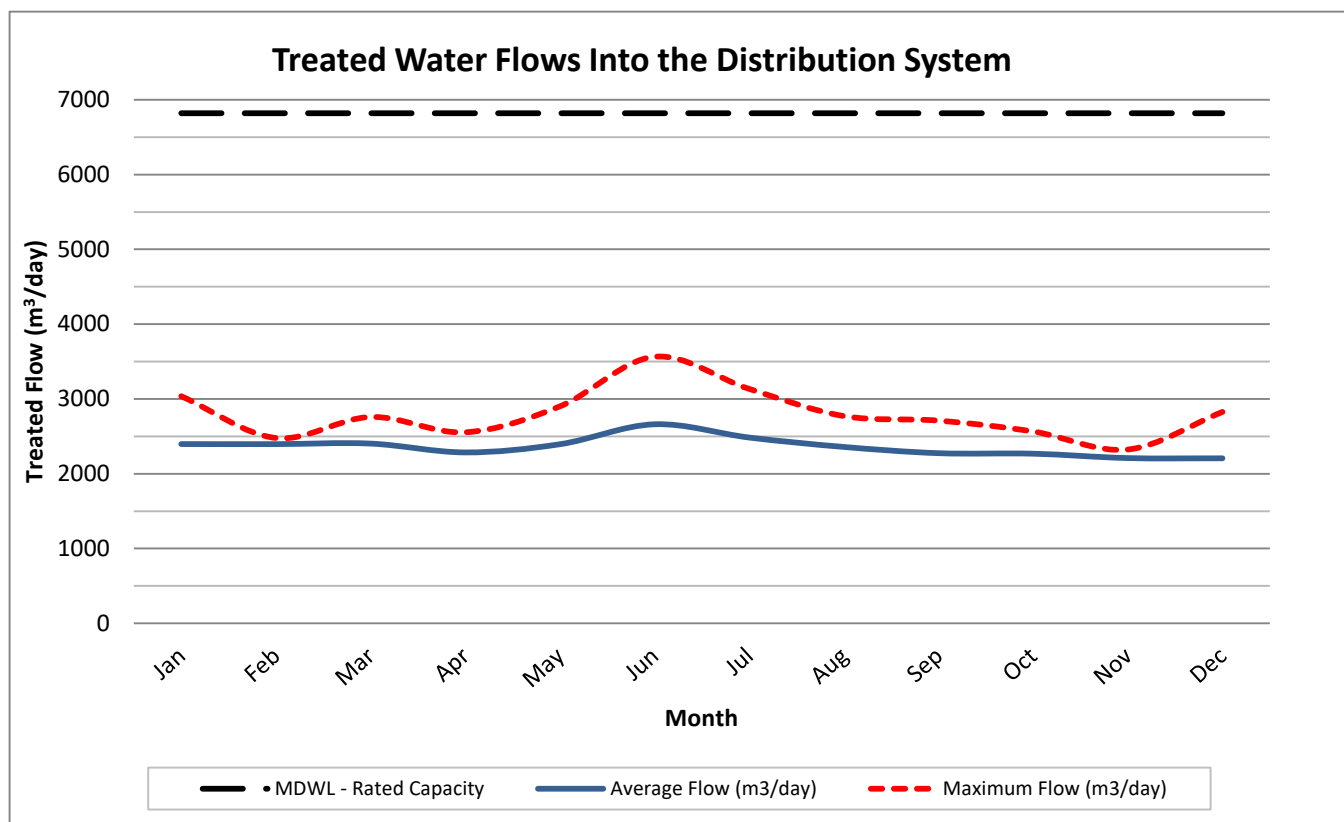
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year to Date
Total Volume (m <sup>3</sup> )	74301	69487	74500	68552	74233	79844	77008	73106	68248	70308	66286	68396	864268
Average Volume (m <sup>3</sup> /d)	2397	2396	2403	2285	2395	2661	2484	2358	2275	2268	2210	2206	2362
Maximum Volume (m <sup>3</sup> /d)	3037	2478	2759	2554	2901	3565	3135	2771	2710	2565	2324	2827	3565
MDWL - Rated Capacity (m <sup>3</sup> /day)	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820

Schedule C, Section 1.0 (1.1) of MDWL No. 218-102 states that the maximum daily volume of treated water that flows from the treatment subsystem to the distribution system shall not exceed 6820 m<sup>3</sup>/day. The Haileybury DWS complied with this limit having a recorded maximum volume of 3565 m<sup>3</sup>/day on June 18<sup>th</sup>, which represents 52.3% of the rated capacity.

Figure 1 compares the average and maximum flow rates into the distribution system to the approved rated capacity of the system as identified in the MDWL.

**Figure 1 □ 2020 - Comparison of Treated Water Flows to the Rated Capacity**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Flow (m <sup>3</sup> /day)	2397	2396	2403	2285	2395	2661	2484	2358	2275	2268	2210	2206
Maximum Flow (m <sup>3</sup> /day)	3037	2478	2759	2554	2901	3565	3135	2771	2710	2565	2324	2827
MDWL - Rated Capacity	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820
% Rated Capacity	45	36	40	37	43	52	46	41	40	38	34	41





### ***Summary of System Performance***

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

Rated Capacity of the Plant (MDWL)	6820 m <sup>3</sup> /day	
Average Daily Flow for 2020	2362m <sup>3</sup> /day	34.6 % of the rated capacity
Maximum Daily Flow for 2020	3565 m <sup>3</sup> /day	52.3 % of the rated capacity
Total Treated Water Produced in 2020	864,268 m <sup>3</sup>	

### ***Historical Flows***

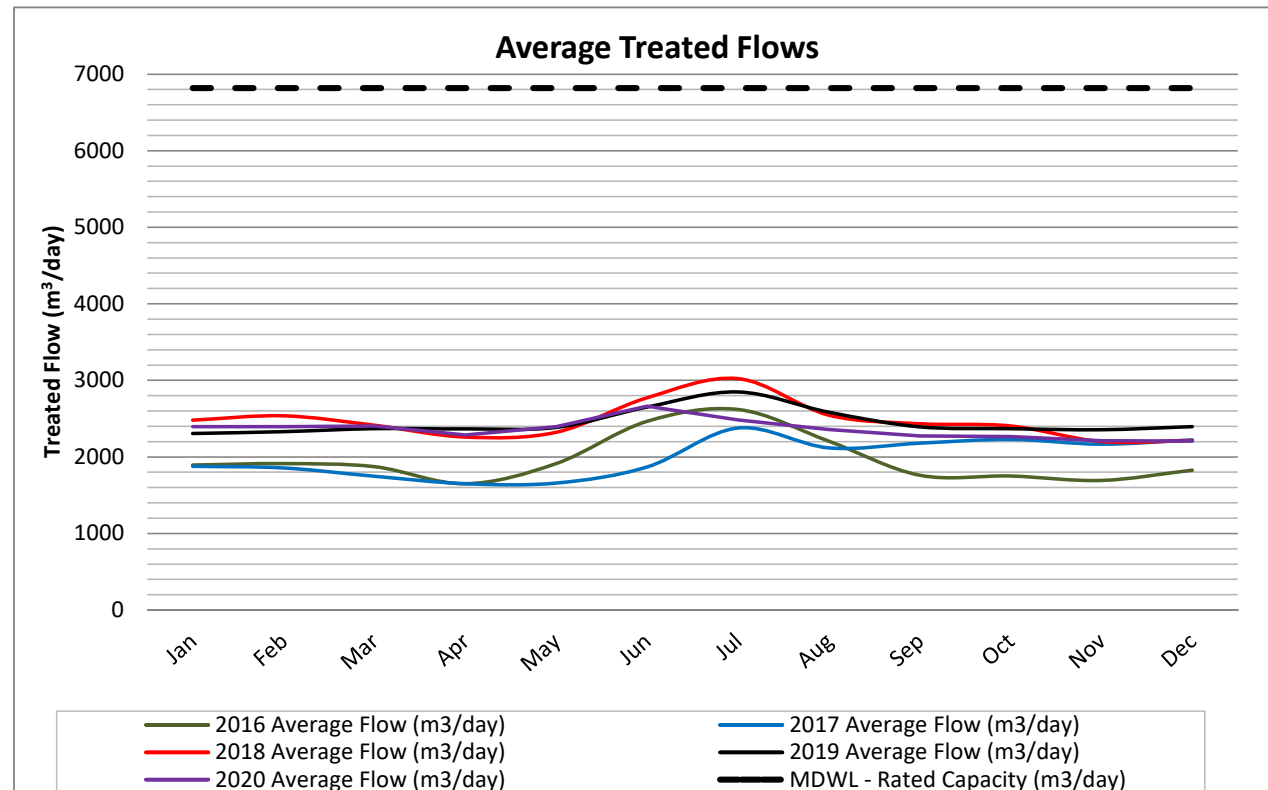
#### ***Haileybury Water Treatment Plant – Flow Comparison***

Year	Maximum Treated Flow (m <sup>3</sup> /d)	Average Daily Flow (m <sup>3</sup> /d)	Average Day % of Rated Capacity (6820 m <sup>3</sup> /d)
<b>2020</b>	<b>3565</b>	<b>2362</b>	<b>34.6%</b>
2019	2446	3486	51.1%
2018	4220	2467	36.2%
2017	2722	1996	29.3%
2016	3446	1964	28.8%

Figure 2 compares the average treated water flows from 2016 to 2020.

**Figure 2 - Historical Water Usage Trends (2016 to 2020)**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016 Average Flow (m <sup>3</sup> /day)	1894	1913	1873	1650	1913	2465	2620	2206	1761	1751	1693	1827
2017 Average Flow (m <sup>3</sup> /day)	1878	1856	1748	1650	1659	1869	2378	2118	2180	2229	2166	2223
2018 Average Flow (m <sup>3</sup> /day)	2481	2537	2414	2259	2322	2773	3023	2546	2434	2405	2201	2213
2019 Average Flow (m <sup>3</sup> /day)	2306	2330	2369	2367	2386	2651	2849	2584	2393	2369	2355	2396
2020 Average Flow (m <sup>3</sup> /day)	2397	2396	2403	2285	2395	2661	2484	2358	2275	2268	2210	2206
MDWL - Rated Capacity (m <sup>3</sup> /day)	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820	6820







## CONCLUSION

The water quality data collected in 2020 demonstrates that the Haileybury drinking water system provided high quality drinking water to its users having only one minor non-compliance during the reporting period. The system provides chloramination as secondary disinfection and failed to meet the regulatory limit for combined chlorine residual one day during the reporting period, but met the regulatory limit for free chlorine during that time.

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



# **APPENDIX A**

## Monthly Summary of Microbiological Test Results

**HAILEYBERRY DRINKING WATER SYSTEM  
2020 SUMMARY OF MICROBIOLOGICAL TEST RESULTS**

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

RAW WATER	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min
Lake Timiskaming / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	46	74	86	740NDOGT	415	460	28NDOGT	56	42	> 1000	860	142			> 1000	
Mean Lab	25.5	43	39.2	483.333	229.25	156.4	18	15.8	21	> 362.25	502	76		> 164.918		
Min Lab	6	20	8	355	50	52	8	0	8	> 114	335	32				0
Lake Timiskaming / E. Coli: EC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	4	< 14	< 6	15	< 15	5	12	< 2	10	105	34	< 10			105	
Mean Lab	< 2.5	< 5	< 3.2	9.667	< 6.25	< 2.6	< 5.333	< 1.6	5.25	33.5	13.8	< 4.75		< 7.6		
Min Lab	< 2	< 2	< 2	6	< 2	< 2	< 2	0	2	5	6	< 2				0
TREATED WATER	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min
Treated Water / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water / E. Coli: EC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
Treated Water / HPC - cfu/mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	< 10	< 10	> 2000	< 10	< 10	120	640	70	< 60	< 230	< 30	< 30			> 2000	
Mean Lab	< 10	< 10	> 408	< 10	< 10	34	< 190	< 22	< 25	< 72.5	< 14	< 17.5		72.5		
Min Lab	< 10	< 10	> 10	< 10	< 10	10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
DISTRIBUTION WATER	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min
1st Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
1st Bacti/Residual / E. Coli: cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / E. Coli: cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
2nd Bacti/Residual / HPC - cfu/mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	30	< 10	< 10	< 10	< 10	< 20	150	60	< 10	< 10	< 30	60			150	
Mean Lab	< 15	< 10	< 10	< 10	< 10	< 12	< 45	< 20	< 10	< 10	< 14	< 25		< 15.769		
Min Lab	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10	< 10				< 10
3rd Bacti/Residual / Total Coliform: TC - cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0
3rd Bacti/Residual / E. Coli: cfu/100mL																
Count Lab	4	4	5	4	4	5	4	5	4	4	5	4	52			
Max Lab	0	0	0	0	0	0	0	0	0	0	0	0			0	
Mean Lab	0	0	0	0	0	0	0	0	0	0	0	0		0		
Min Lab	0	0	0	0	0	0	0	0	0	0	0	0				0

**NOTES:**  
NDOGT = No Data, Overgrown with Target  
\*High HPC count detected in a treated water sample collected on March 16th. Laboratory confirmed quality control data.



# **APPENDIX B**

## Monthly Summary of Operational Data

**HAILEYBURY DRINKING WATER SYSTEM  
2020 SUMMARY OF OPERATIONAL RESULTS**

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

FILTERED WATER																	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min	
Filter #1 / Turbidity (1 NTU) - NTU																																	
Max OL																	0.461	0.97	0.74	0.22	0.57	0.83	0.35	0.9	0.794	0.685	0.92	1.002				1.002	
Mean OL																	0.038	0.073	0.056	0.039	0.064	0.05	0.046	0.038	0.041	0.041	0.055	0.062		0.05			
Min OL																	0.024	0.022	0.02	0.02	0.03	0.029	0.027	0.02	0.027	0.001	0.035	0.03					0.001
Filter #2 / Turbidity (1 NTU) - NTU																																	
Max OL																	0.296	0.57	0.53	0.48	0.31	0.295	0.72	0.56	0.463	0.29	0.32	1.001				1.001	
Mean OL																	0.03	0.028	0.028	0.038	0.06	0.049	0.053	0.052	0.052	0.048	0.056	0.054		0.046			
Min OL																	0.023	0.02	0.02	0.02	0.03	0.03	0.03	0.036	0.035	0.00	0.037	0.025					0.00
Filter #3 / Turbidity (1 NTU) - NTU																																	
Max OL																	0.513	0.67	0.99	0.3	0.64	0.383	0.87	0.204	0.741	0.499	0.859	1.001				1.001	
Mean OL																	0.032	0.033	0.068	0.04	0.061	0.053	0.054	0.046	0.05	0.048	0.05	0.057		0.049			
Min OL																	0.022	0.026	0.03	0.03	0.037	0.029	0.029	0.03	0.036	0.033	0.033	0.03					0.022
TREATED WATER																	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min	
Reservoir / Cl Residual: Free (0.3 mg/L) - mg/L																																	
Max OL																	1.89	2.28	2.09	1.79	1.6	1.4	1.88	2.14	2.18	2.02	2.07	2.07			2.28		
Mean OL																	1.741	1.796	1.789	1.539	1.363	1.27	1.247	1.788	1.919	1.815	1.885	1.752		1.659			
Min OL																	1.48	1.33	1.54	1.27	1.12	1.1	0.82	1.44	1.6	1.51	1.52	1.46				0.82	
DISTRIB TION WATER																	01/2020	02/2020	03/2020	04/2020	05/2020	06/2020	07/2020	08/2020	09/2020	10/2020	11/2020	12/2020	Total	Avg	Max	Min	
1st Bact/Residual / Cl Residual: Combined - mg/L																																	
Count IH																	9	8	9	9	8	9	9	9	9	9	9	9	106				
Max IH																	1.8	1.76	1.75	1.64	1.4	1.37	1.44	1.43	1.6	2.07	1.82	2.02			2.07		
Mean IH																	1.437	1.543	1.419	1.303	1.193	0.937	0.874	0.879	1.057	1.316	1.388	1.559		1.24			
Min IH																	0.9	1.19	0.97	0.94	0.87	0.44	0.44	0.5	0.35	0.55	0.39	1.19				0.35	
2nd Bact/Residual / Cl Residual: Combined - mg/L																																	
Count IH																	9	8	9	9	8	9	9	9	8	9	9	9	105				
Max IH																	1.81	1.89	1.71	1.65	1.52	1.51	1.47	1.81	1.69	1.7	1.88	1.94			1.94		
Mean IH																	1.488	1.449	1.451	1.402	1.386	1.089	0.721	1.049	1.29	0.984	1.544	1.657		1.29			
Min IH																	1.06	0.94	0.57	1.13	1.13	0.43	0.35	0.35	0.72	0.29	0.72	1.25				0.29	
3rd Bact/Residual / Cl Residual: Combined - mg/L																																	
Count IH																	9	8	9	9	8	9	9	9	8	9	9	9	105				
Max IH																	1.86	1.89	1.8	1.64	1.46	1.66	1.32	1.51	1.67	1.56	1.81	1.79			1.89		
Mean IH																	1.474	1.455	1.368	1.154	1.17	0.928	0.638	0.758	0.996	1.106	1.326	1.206		1.129			
Min IH																	0.94	0.62	0.85	0.92	1.01	0.38	0.42	0.37	0.49	0.51	0.54	0.88				0.37	
4th Residual / Cl Residual: Combined - mg/L																																	
Count IH																	4	4	5	4	4	5	5	5	4	4	5	4	53				
Max IH																	1.8	1.21	1.76	1.38	1.12	1.35	1.23	1.01	1.52	1.08	1.81	1.6			1.81		
Mean IH																	1.253	1.06	1.154	1.158	1.038	1.088	0.664	0.688	0.935	0.835	1.318	1.24		1.031			
Min IH																	1.01	0.94	0.83	0.95	0.89	0.65	0.10	0.56	0.69	0.44	0.83	0.91				0.10	

**NOTES:**

- Filters will backwash if turbidity reaches 0.7 NTU and will shut down (callout and filter to waste) at 1.0 NTU. In 2020, the filters shut down during all high turbidity events.
- CT is the concentration of chlorine in the water times the time of contact that the chlorine has with the water. It is used to demonstrate the level of disinfection treatment in the water. CT calculations are performed for the Haileybury water plant if the free chlorine residual level drops below 0.30 mg/L to ensure primary disinfection is achieved
- July 13 - One non-compliance occurred when a combined chlorine residual of 0.10 mg/L was tested in the distribution system falling below the required 0.25 mg/L as per O. Regulation 170/03.

# **Memo**

**To** ☐ Mayor and Council  
**From** ☐ Mathew Bahm, Director of Recreation  
**Date** ☐ March 2, 2021  
**Subject** ☐ FedNor Application  
**Attachments** ☐

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Mayor and Council:

City staff have identified an opportunity to apply to FedNor for funding towards the design of an active transportation bridge over the Wabi River.

The City has had preliminary discussions with an Ontario university who would utilize this design project as part of their curriculum for the Fall of 2021. In exchange, the City would be provided with an engineered design for a unique, wooden span bridge over the Wabi River as identified within the Recreation Master Plan.

The cost for this project is estimated at \$20,000. Should the City be successful in receiving funding from FedNor the City's share of this cost would be 10%. Funding is available within the Recreation Department operating budget to cover this amount.

Therefore, staff are recommending that Council authorize the submission of a funding request to FedNor for this project.

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

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*"Original signed by"*

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Matthew Bahm  
Director of Recreation

Christopher W. Oslund  
City Manager

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**Subject** Zubyck SkillZ Lease Agreement

**Report No.**

RS-006-2021

**Agenda Date**

March 16, 2021

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### **Attachments**

**Appendix 01** Draft Lease Agreement (**Please see By-law No. 2021-040**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-006-2021; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Zubyck SkillZ Ltd. for the use of the Shelley Herbert-Shea Memorial Arena Dry Floor from May 1, 2021 to July 31, 2021, for consideration at the March 16, 2021 Regular Council meeting.

### **Background**

Zubyck SkillZ Ltd brought forward a proposal to staff for use of the Shelley Herbert-Shea Memorial Arena floor during summer of 2021. They plan to use the space to provide various sports programming to area youth including hockey, basketball, soccer and track and field training.

SkillZ Ltd would provide all programming through the use of qualified coaches and the City would be responsible for regular cleaning of common areas of the facilities.

Monthly rent payments would be \$850/month which is a similar cost that the City charges other recreation users for monthly lease agreements.

The proposed leased agreement was presented to the Recreation Committee at their regular meeting on March 8, 2021. The committee subsequently passed the following recommendation:

#### **Recommendation RS-2021-006**

*Moved by: Councillor Jesse Foley*

*Be it resolved that:*

*The Recreation Committee hereby recommends that Council consider entering into an agreement with SkillZ for use of the ice surface floor at the Shelley Herbert Shea Memorial Arena.*

## **Analysis**

Staff reviewed previous bookings of the Shelley Herbert-Shea Memorial Arena floor for the proposed timeline and note that this is an underutilized asset. During the previous five years the City received a total of \$6,063.58 in revenue from rental of this space. The breakdown is as follows:

<b>Year</b>	<b>Total Revenue April 1<sup>st</sup> to August 31<sup>st</sup></b>	<b>Notes</b>
2020	\$0	
2019	\$734.50	Two Events
2018	\$0	
2017	\$691.56	Once per week booking
2016	\$2,186.55	Tri-Town Lacrosse
2015	\$2,450.97	Tri-Town Lacrosse

Staff reviewed the proposed agreement with SkillZ and are confident that the agreement will bring a net positive value to the City. The facility will be used to provide various youth sports training opportunities which will bring increased traffic to this area of the community during the summer months. This will be a new opportunity for local youths to participate in sport and recreation activities within the city.

Within the lease agreement is the mutual option for a five (5) year extension of the lease with a 2% annual increase to monthly rental payments.

## **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 total amount of revenue to be received in 2021 from this lease is estimated to be \$2,550.

Staff will be required to provide additional cleaning of the facility, which will be included within regular daily tasks. The additional hours necessary to clean the facility have been estimated to be 6 hours per week.

Our current revenue target for the facility is \$6,900 of which \$470 has been received to date.



## **Alternatives**

1. The City could release a Request-for-Proposals for use of the facility.
2. The City could decline Zubyck SkillZ Ltd. use of the facility.

## **Submission**

Prepared by:

Reviewed and submitted for Council's  
consideration by:

*"Original signed by"*

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*"Original signed by"*

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Matthew Bahm  
Director of Recreation

Christopher W. Oslund  
City Manager

**Subject** Splash Pad Construction Agreement

**Report No.** RS-007-2021

**Agenda Date** March 16, 2021

### **Attachments**

**Appendix 01** CRCS Recreation Proposal Submission – January 22, 2018

**Appendix 02** CRCS Construction Quotation – February 15, 2021

**Appendix 03** Draft Agreement (**Please refer to By-law No. 2021-041**)

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report RS-007-2021; and
2. That Council directs staff to release PW-RFP-003-2021 for site preparation and water and sewer work related to the installation of the Rotary Splash Pad; And,
3. That Council direct staff to prepare the necessary by-law to enter into an agreement with CRCS Recreation Inc. for the provision and installation of the Rotary Splash Pad and its components in the amount of \$267,430 plus applicable taxes, for consideration at the March 16, 2021 Regular Council meeting.

### **Background**

At the Regular meeting of Council on August 8, 2017, council passed by-law 2017-100, being a by-law to enter into a strategic partnership with the Temiskaming Shores and Area Rotary Club to explore fundraising and building a splash pad within the City of Temiskaming Shores.

Representatives from the City and the Temiskaming Shores Rotary Club reviewed submissions from qualified bidders for the creation and construction of a splash pad at the beginning of 2018. At the regular meeting of Council on May 1, 2018, council passed Resolution No. 2018-230 which stated:

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

*That Council approves the selection of CRCS Recreation for the design, supply and installation of a splash pad and directs the Splash Pad Committee to commence design and cost analysis of the project.*

During 2021 budget deliberations, Council approved the Rotary Splash Pad at a cost of \$522,000.

At the regular meeting of Council on March 2, 2021, Council received Memo 004-2021-RS which outlined that fundraising for the project had reached \$538,628 and that projected costs for the project were expected to be \$550,000. Council then passed Resolution 2021-106 which stated:

*Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 004-2021-RS; and*

*That Council directs the Treasurer to increase the Capital budget for the Rotary Splash Pad Project from \$522,000 to \$550,000.*

The Splash Pad committee met on March 8, 2021 to review the project and passed recommendation SP-003-2021:

*Be it resolved that the Splash Pad Committee recommends council for the City of Temiskaming Shores release the Request for Proposal for splash pad site preparation and water/sewer work; And,*

*That Council for the City of Temiskaming Shores enter into an agreement with CRCS Recreation for the provision and installation of the splash pad and its components.*

## **Analysis**

City Staff have been working closely with CRCS Recreation since 2018 to coordinate all the moving parts of this project. The project is ready to get agreements signed and shovels in the ground. There have been many twists and turns over the past few years but the Splash Pad Committee is very excited to finally be at this point of the planning process.

Staff have recently confirmed with CRCS Recreation that they are ready, willing and able to meet the necessary project timelines to see this important facility built this summer.

Staff are also ready to release the Request-for-Proposal for associated water and sewer work for this project. The successful proponent will install a package lift-station, install a new, appropriately sized water line for the splash pad and complete the required site preparation work as outlined in a previously completed soil analysis report. Council has previously approved the purchase of a package lift-station for installation at the splash pad site as part of this project.

**Relevant Policy ☐ Legislation ☐ City By-Law**

- 2021 Recreation Services Budget

**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 total budget amount for the Splash Pad project is set at \$550,000. The confirmed amount for this part of the project is \$267,430.

**Alternatives**

1. Council could direct staff to issue a Request for Proposal for the splash pad site elements and construction
2. Council could direct staff to cancel the construction of the splash pad project

**Submission**

Prepared by:

Reviewed and submitted for Council's consideration by:

*"Original signed by"*

*"Original signed by"*

Matthew Bahm  
Director of Recreation

Christopher W. Oslund  
City Manager

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

**By-law No. 2021-036**

**A By-Law to Authorize the Execution of the Transfer Payment Agreement for the Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding Between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Temiskaming Shores**

**Whereas** Section 8 of the Municipal Act 2001, c.25, as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

**Whereas** Section 9(1) of the Municipal Act 2001, c.25, as amended, interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate; 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 deems it expedient to enter into an Agreement with her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario for the Safe Restart Agreement (SRA): Phase 2 Municipal Transit Funding.

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

1. That the Mayor and Clerk are hereby authorized to execute on behalf of the Corporation of the City of Temiskaming Shores the Transfer Payment Agreement for the Safe Restart Agreement (SRA): Phase 2 Municipal Transit Funding ("Agreement") between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the City of Temiskaming Shores in a form satisfactory to Legal Services, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation, on behalf of the City of Temiskaming Shores, as required under the Investing in Canada Infrastructure Program.
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.

**Read a first, second and third time** and finally passed this 16<sup>th</sup> day of March, 2021.

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Mayor

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Clerk



Schedule “A” to

## **By-law No. 2021-036**

**A By-Law to Authorize the Execution of the Transfer Payment Agreement for the Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding Between Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Transportation for the Province of Ontario and the Corporation of the City of Temiskaming Shores**

**TRANSFER PAYMENT AGREEMENT  
FOR THE SAFE RESTART AGREEMENT (SRA) –  
PHASE 2 MUNICIPAL TRANSIT FUNDING**

**THIS TRANSFER PAYMENT AGREEMENT** for the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding (the “Agreement”) is effective as of the Effective Date.

**B E T W E E N**

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

(the **Province**)

**- and -**

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

(the **Recipient**)

**BACKGROUND**

The Government of Canada (“Canada”) announced, on July 16, 2020, \$1 billion in federal funding under the Safe Restart Agreement (SRA) to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures in order to help the province restart the economy, while making Canada more resilient to possible future waves of the COVID-19 pandemic.

Under the SRA, the Province of Ontario has agreed to provide up to \$1 billion to cost-match the federal funding for a total of up to \$2 billion in funding to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures.

The Province has provided SRA funding to the Recipient in September 2020 (Phase 1) and will provide the remainder of the Recipient’s allocated SRA funding in Phase 2.

The funding for Phase 1 was intended to offer the Recipient immediate assistance towards additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

The funding for Phase 2, which will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement, is intended to provide the Recipient with assistance for the Financial Impacts (as defined in section 1.2 (Definitions)) the Recipient has incurred during the Eligibility Period (as defined in section A1.2 (Definitions)).



## CONSIDERATION□

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### 1.0 ENTIRE AGREEMENT

- 1.1 **Schedules and Sub-schedule to the Agreement.** The following schedules and sub-schedule form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Contact Information and Authorized Representatives

Schedule “C” - Eligible Expenditures and Ineligible Expenditures

Schedule “D” - Claim and Attestation Submission, Supporting Documentation and Payment Procedures

Sub-schedule “D.1” - Claim and Attestation Form.

- 1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### 2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the inconsistency; or
- (b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

### 3.0 CO□NTERPARTS

- 3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

- 3.2 **Electronic Execution and Delivery o□Agreement.**

- (a) The Agreement may:

- (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
  - (ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

#### **4.0 AMENDING THE AGREEMENT**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreement.** An amending agreement for changes to the Agreement may be duly executed by the representatives of the Parties listed on the signature page below or in Schedule "B" (Contact Information and Authorized Representatives).

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
- (a) the Funds are to assist the Recipient with the Financial Impacts of the COVID-19 pandemic on the Recipient's transit system and not to provide goods or services to the Province;
  - (b) the Province is not responsible for the Recipient's transit system, including any Financial Impact; and
  - (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE ☐ ☐ EEN IN RIGHT OF THE  
PROVINCE OF ONTARIO**, represented by the  
Minister of Transportation for the Province of Ontario

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Date

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Name: Caroline Mulroney  
Title: Minister

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

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Date

---

Name: Carman Kidd  
Title: Mayor

I have authority to bind the Recipient.

---

Date

---

Name: Logan Belanger  
Title: Clerk

I have authority to bind the Recipient.

**SCHEDULE A**  
**GENERAL TERMS AND CONDITIONS**

**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**Agreement** means this agreement, entered into between the Province and the Recipient, all of the schedules and the sub-schedule listed in section 1.1 (Schedules and Sub-schedule to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**Authorities** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Recipient's transit system, any Financial Impact, or the Agreement.

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

**Communications Activities** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials in respect of the Agreement.

**Effective Date** means the date of signature by the last signing Party to the Agreement.

**Eligible Expenditures** means the costs of the Financial Impacts that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

**Eligibility Period** means the period starting on or after October 1, 2020 and ending on or before March 31, 2021.

**Event of Default** has the meaning ascribed to it in section A12.1 (Events of Default).

**Expiry Date** means March 31, 2022.

**Financial Impacts** means the net revenue losses and additional net operating and capital costs the Recipient has incurred in respect of the Recipient's municipal transit system as a result of the COVID-19 pandemic.

**Funds** means the money the Province provides to the Recipient pursuant to the Agreement.

**Indemnified Parties** means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

**Ineligible Expenditures** means the costs that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

**Loss** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Recipient's transit system, any Financial Impact or with any other part of the Agreement.

**Low-performing Route** means any bus route deemed by a Recipient as not meeting service objectives or where service has been reduced or cancelled for not meeting service objectives.

**Maximum Funds** means \$161,990.

**Notice** means any communication given or required to be given pursuant to the Agreement.

**Notice Period** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediating).

**On-demand Microtransit** means small scale, flexible transportation services where rides are ordered on-demand.

**Parties** means the Province and the Recipient.

**Party** means either the Province or the Recipient.

**Proceeding** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Recipient's transit system, any Financial Impact or with any other part of the Agreement.

**Records Review** means any assessment the Province conducts pursuant to section A7.4 (Records Review).

**Reports** means the reports described in Schedule "D" (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

**Requirements of Law** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities.

**SRA Phase 1 Contribution** means the funding for the SRA Phase 1 the Province provided to the Recipient in September 2020 and that is further described in the 4<sup>th</sup> paragraph of the Background to the Agreement.

## **A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to operate its transit system;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Recipient's transit system, Financial Impacts, and the Funds;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient's policies and procedures and, to the extent possible under the COVID-19 pandemic unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient's Insurance); and

- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the Recipient's transit system, any Financial Impact and related timelines was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to address any identified risks to the Recipient's ability to claim Eligible Expenditures within the Eligibility Period, all in a timely manner;
- (c) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and
- (d) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action, and Termination for Default).

#### **A4.0 FUNDING**

##### **A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for Eligible Expenditures;
- (b) provide the Funds to the Recipient in accordance with the payment procedures in Schedule "D" (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

##### **A4.2 Limitation on Payment of Funds.** Despite section A4.1 (Funds Provided):

- (a) in addition to any other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide any Funds to the Recipient unless the Recipient fulfils the special conditions listed in section A27.1 (Special Conditions);
- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of one or more of the following events:
  - (i) of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission); and
  - (ii) the SRA Phase 1 Contribution funding provided to the Recipient exceeds the additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

##### **A4.3 Use of Funds.** The Recipient will do all of the following:

- (a) spend the Funds only on Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.



A4.4 **SRA Phase 1 Contribution, Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual losses or costs to the Recipient for the Financial Impacts, less any actual losses or costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, SRA Phase 1 Contribution, a rebate, credit or refund.

A4.5 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

#### **A5.0 RECIPIENT'S DISPOSAL OF ASSETS**

A5.1 **Disposal.** The Recipient will not, without the Province's prior written consent and prior to the Expiry Date or earlier termination of the Agreement, sell, lease, or otherwise dispose of any asset purchased or created with the Funds.

#### **A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect of any Eligible Expenditures claimed under the Agreement or the Financial Impacts and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (a) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Eligible Expenditures claimed under the Agreement, the Financial Impacts or the use of the Funds.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (a) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTING, ACCOUNTING AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4 (Records Review), A7.5 (Inspection and Removal) and A7.6 (Cooperation), **Province** includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties; and
- (b) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;
- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control o Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Agreement-related publications whether written, oral or visual:

- (a) acknowledge the support of the Province for the Funds provided under the Agreement;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**A8.2 Request from the Province in Respect of Communications Activities.** The Recipient will, upon Notice from the Province, provide the Province with any information the Province may request in respect of any Communications Activities.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the Financial Impacts or the Agreement.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or
- (b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

- (g) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (h) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A12.3 Opportunity to Remedy.** If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A12.4 Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

**A12.5 When Termination Effective.** Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

## **A13.0 FUNDS UPON EXPIRY**

**A13.1 Funds upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds and SRA Phase 1 Contribution and related interest remaining in its possession or under its control.

## **A14.0 DEBT DUE AND PAYMENT**

**A14.1 Payment or Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or SRA Phase 1 Contribution, or an amount equal to any Funds or SRA Phase 1 Contribution to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

**A14.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A14.4 Payment or Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B" (Contact Information and Authorized Representatives).

**A14.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A15.0 NOTICE**

**A15.1 Notice in Writing and Addressed.** Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

**A15.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

**A15.3 Postal Disruption.** Despite paragraph A15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or courier.

## **A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A16.1 Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A17.0 SEVERABILITY OF PROVISIONS**

**A17.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A18.0 WAIVER**

**A18.1 Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.



A18.2 **Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A19.0 INDEPENDENT PARTIES**

A19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

## **A21.0 GOVERNING LAW**

A21.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A22.0 FURTHER ASSURANCES**

A22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A23.0 JOINT AND SEVERAL LIABILITY**

**A23.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A24.0 RIGHTS AND REMEDIES CUMULATIVE**

**A24.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A25.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A26.0 SURVIVAL**

**A26.1 Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), paragraph 3.2(b), Articles 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (SRA Phase 1 Contribution, Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

## **A27.0 SPECIAL CONDITIONS**

**A27.1 Special Conditions.** The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
  - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the execution of the Agreement by the Recipient;
  - (ii) the necessary information, including a void cheque or a blank letter, to facilitate an electronic transfer to an interest-bearing account in the name of the Recipient at a Canadian financial institution; and
  - (iii) the reporting form required for Phase 1 with the details on the use of the SRA Phase 1 Contribution and a forecast of Eligible Expenditures for the Eligibility Period; and
- (b) the Recipient, together with its claim for payment and to promote ridership growth and transit sustainability objectives, providing the Province with an attestation that the Recipient:

- (i) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
- (ii) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes or cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
- (iii) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
- (iv) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
- (v) has requested in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A27.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A12.4 (Recipient Not Remediating).

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE B**  
**CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES**

<b>Contact information for the purposes of Notice to the Province</b>	<b>Address</b> Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8 <b>Attention</b> Kevin Dowling, Manager, Strategic Investments Office <b>Phone</b> (416) 859-7912 <b>Email</b> kevin.dowling@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Address</b> 325 Farr Drive Haileybury, ON P0J 1K0 <b>Attention</b> Logan Belanger, Clerk <b>Phone</b> (705) 672-3363 x4136 <b>Email</b> lbelanger@temiskamingshores.ca
<b>Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) to respond as required to requests from the Province in respect of the Agreement</b>	<b>Address</b> 325 Farr Drive Haileybury, ON P0J 1K0 <b>Attention</b> Laura-Lee MacLeod, Treasurer <b>Phone</b> (705) 672-3363 x4121 <b>Email</b> lmacleod@temiskamingshores.ca
<b>Authorized representative of the Province for the purpose of section 4.2 (Execution of Amending Agreements)</b>	<b>Position</b> Director, Municipal Programs Branch, Ministry of Transportation
<b>Authorized representative of the Recipient for the purpose of section 4.2 (Execution of Amending Agreements)</b>	<b>Position</b> Clerk

**SCHEDULE C**  
**ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

**C1.0 Definitions.** In this Schedule “C” (Eligible Expenditures and Ineligible Expenditures), the following terms will have the following meanings:

**MTEC** means the Municipal Transit Enhanced Cleaning (MTEC) funding provided to Ontario municipalities for costs incurred related to the enhanced cleaning of transit vehicles and any other public and non-public facing transit assets resulting from the COVID-19 pandemic.

**Operating Budget** means the Recipient’s 2020 operating budget which has been prepared and adopted by the Recipient as required by section 290(1) of the *Municipal Act, 2001*.

**C2.0 ELIGIBLE EXPENDITURES**

**C2.1 Scope of Eligible Expenditures.** Eligible Expenditures include, at the Province’s sole discretion, the following Financial Impacts incurred during the Eligibility Period:

**Revenue Losses**

- (a) The following revenue losses measured against the Operating Budget (i.e., (revenue amount in the Operating Budget minus the actual revenue amount during the Eligibility Period) minus the non-COVID-19 pandemic revenue amount = the eligible revenue loss amount), that, in the opinion of the Province, the Recipient properly and reasonably incurred as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) farebox revenue losses;
  - (ii) advertising revenue losses;
  - (iii) parking revenue losses;
  - (iv) contract revenue losses; and
  - (v) any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

## **Operating Costs**

- (b) The following operating costs measured against the Operating Budget (i.e., (operating costs amount in the Operating Budget minus the actual operating costs amount during the Eligibility Period) minus the non-COVID-19 pandemic operating costs amount = the eligible operating costs amount) that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) costs associated with vehicle cleaning, except for those for which MTEC funds have been provided or claimed;
  - (ii) costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);
  - (iii) costs associated with vehicle maintenance;
  - (iv) costs associated with transit facilities;
  - (v) costs resulting from existing contracts with expanded scope/new contracts;
  - (vi) employee related costs (i.e., salaries, wages, benefits);
  - (vii) costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
  - (viii) costs for signage and other means of communications related to the COVID-19 pandemic (e.g., social distance guidance); and
  - (ix) any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

## **Capital Costs**

- (c) The following capital costs that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic, will be considered Eligible Expenditures:
- (i) costs associated with installing driver protection barriers and other protection measures for transit drivers;
  - (ii) costs associated with providing passenger protection equipment and other passenger safety measures; and

- (iii) any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

### **C3.0 INELIGIBLE EXPENDITURES**

**C3.1 Scope of Ineligible Expenditures.** Unless a cost or a loss is considered an Eligible Expenditure pursuant to section C2.1 (Scope of Eligible Expenditures), such cost or loss will be considered an Ineligible Expenditure. Without limitation, the following costs and loss will be considered Ineligible Expenditures:

- (a) costs incurred outside of the Eligibility Period;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in paragraph (b)(vi) of section C2.1 (Scope of Eligible Expenditures);
- (d) legal, audit, or interest fees;
- (e) costs for which MTEC funds have been provided or claimed;
- (f) any operating or capital cost that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred or paid, or both, during the Eligibility Period and as a result of the COVID-19 pandemic (i.e., excess purchases or stockpiling);
- (g) any loss that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred during the Eligibility Period and as a result of the COVID-19 pandemic;
- (h) refundable Harmonized Sales Tax or other refundable expenses; and
- (i) any other cost which is not specifically listed as an Eligible Expenditure under section C2.1 (Scope of Eligible Expenditure) and which, in the opinion of the Province, is considered ineligible.



**SCHEDULE D**  
**CLAIM AND ATTESTATION SUBMISSION,**  
**SUPPORTING DOCUMENTATION AND PAYMENT PROCEDURES**

**D1.0 CLAIM AND ATTESTATION**

**D1.1 Claim and Attestation from the Recipient's Senior Financial Official.** The Recipient will use the form in Sub-schedule "D.1" (Claim and Attestation Form) for the submission of its claim for payment.

**D2.0 SUPPORTING DOCUMENTATION**

**D2.1 Report on Expenditures and Additional Report and Information.** The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient's Senior Financial Official), submit the following supporting documentation with its claim for payment:

- (a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule "D.1" (Claim and Attestation Form); and
- (b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

**D3.0 PAYMENT PROCEDURES**

**D3.1 Submission of Claim for Payment and Required Documentation.** The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient's Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule "B" (Contact Information and Authorized Representatives).

**D3.2 Claim Payments.** Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.

**D3.3 No Interest.** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

D3.4 **No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule “B” (Contact Information and Authorized Representatives), or both.

**SUB-SCHEDULE D.1  
CLAIM AND ATTESTATION FORM**

**TO** Ministry of Transportation  
Transportation Programs Office

Attention: Manager, Transportation Programs Office

Email: MTO-COVID\_Transit\_Funding@ontario.ca

**FROM** **Insert name of Recipient**

Attention: **Insert name and title of Recipient senior official**

Telephone No.: **Insert telephone number of Recipient senior official**

**RE Safe Restart Agreement Phase 2 Municipal Transit Funding**

In the matter of the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **Insert the legal name of the Recipient** (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **Insert the name and title of the Recipient's senior official**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

On the date set out below:

- 1) all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct.
- 2) the Recipient is in compliance with all the terms and conditions of the Agreement.;
- 3) the information in respect of the Eligible Expenditures that is contained in the attached Appendix A (Report on Expenditures) is true and correct.
- 4) the Eligible Expenditures claimed in the attached Appendix A (Report on Expenditures) have:
  - (a) in respect of the losses, been incurred during the Eligibility Period;

- (b) in respect of the operating and capital costs, been incurred during the Eligibility Period;
  - (c) have only been expended on Financial Impacts as defined in section A1.2 (Definitions) of the Agreement;
  - (d) have not been and will not be funded or reimbursed through any other funding program; and
  - (e) have not replaced the budgeted subsidy that the Recipient provides to transit operations.
- 5) the Recipient has not received and will not receive SRA Phase 1 Contribution, a rebate, credit or refund for any Eligible Expenditures claimed or, if it did, those were deducted from the Eligible Expenditures claimed.
- 6) the Recipient is in compliance with all of the reporting requirements of the Agreement.
- 7) the Recipient:
- (a) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
  - (b) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
  - (c) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
  - (d) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
  - (e) has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

By signing below, I hereby claim payment in the amount of \$ \_\_\_\_\_, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the Agreement.

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

\_\_\_\_\_

Name:

Title:

I have authority to bind the Recipient.

**APPENDIX A**  
**FORM OF REPORT ON EXPENDITURES**  
**TO**  
**SUB-SCHEDULE D.1 (CLAIM AND ATTESTATION FORM)**

Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding Expenditure Report for the Eligibility Period	
Date	
Recipient's Name	
Total Funds Allocated	
Total Funds Claimed	
Remaining Allocation	

See Schedule "C" (Eligible Expenditures & Ineligible Expenditures, including Articles C2.0 (Eligible Expenditures) & C 3.0 (Ineligible Expenditures) for details on Eligible Expenditures & Ineligible Expenditures		October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	[Note: If the Eligibility Period is extended pursuant to section 1.2 (Definitions) of the Agreement, add a new column for each additional month]	Total
Revenue Losses	Farebox								
	Advertising								
	Parking								
	Contracts (e.g., school)								
	Other Revenue <sup>1</sup>								
Operating Costs	Vehicle Cleaning <sup>2</sup>								
	Changes in Fuel Consumption								
	Vehicle Maintenance								
	Transit Facilities								
	Existing Contracts with Expanding Scope/New Contracts								
	Employee								
	Employee PPE								

	Communications								
	Other Operating Costs <sup>3</sup>								
<b>Capital Costs</b>	Driver Protection								
	Passenger Protection								
	Other Capital Costs <sup>4</sup>								
<b>Net Monthly Impact - Pressure/(Savings):</b>									
<b>Cumulative Impact - Pressure/(Savings):</b>									

<sup>1</sup>Other revenue impacts beyond those listed above

<sup>2</sup>Cleaning costs beyond costs reimbursed through Municipal Transit Enhancement Cleaning funding

<sup>3</sup>Additional COVID related operating costs beyond those listed above

<sup>4</sup>See workbook tab and/or comments for details

The Recipient attests to the following conditions from the drop-down menu, as outlined in Schedule A (General Terms and Conditions), paragraph 27.1(b) of the Transfer Payment Agreement,

Condition	Select
Has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items.	
Has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve low-performing, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews.	



Has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient.		
Has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience.		
Has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.		

#### **Results Achieved with Provincial Funding** ☐

#### **Additional Comments** ☐

#### **Conclusion** ☐

Recommended ☐ or payment ☐

---

Date ☐

Recommended ☐ or payment ☐

---

Date ☐

---

☐ insert ☐ print the name and title o ☐ the Recipient's  
authori ☐ ed representative ☐

---

☐ insert ☐ print the name o ☐ the  
Director ☐  
Director, Ministry o ☐ Transportation

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

**By-law No. 2021-037**

**Being a by-law to authorize the Sale of Land to Gerry Brandon being  
545 Lakeshore Road (PLAN M37NB PT LOTS 1,59 RP TER709 PART 2  
PCL 11350,12171,11247SST LIBRARY & ART GALLERY)  
5418-030-001-17300**

**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** By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

**And whereas** Council considered Administrative Report No. CS-050-2020 at the December 15, 2020 Regular Council meeting and delegated authority to the Municipal Clerk for the purposes of negotiation and decision making on the presentation of offers resulting from the real estate listing of the former Haileybury Branch Library building located at 545 Lakeshore Road.

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Gerry Brandon as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell the subject land in the amount of \$80,000, plus taxes (if applicable), and other such considerations outlined in the said agreement land legally described as:

**PLAN M37NB PT LOTS 1,59 RP TER709 PART 2 PCL 11350,12171,11247SST  
LIBRARY & ART GALLERY**

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 16<sup>th</sup> day of March, 2021.

---

Mayor

---

Clerk



Schedule "A" to

## **By-law No. 2021-037**

Being a by-law to authorize the Sale of Land to Gerry Brandon being 545  
Lakeshore Road (PLAN M37NB PT LOTS 1,59 RP TER709 PART 2 PCL  
11350,12171,11247SST LIBRARY & ART GALLERY)  
5418-030-001-17300

# Agreement of Purchase and Sale Commercial

## Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 10 day of February, 2021

**BUYER:** Gerry Brandon, agrees to purchase from  
(Full legal names of all Buyers)

**SELLER:** The City of Temiskaming Shores, the following  
(Full legal names of all Sellers)

### REAL PROPERTY:

Address 545 Lakeshore RD

fronting on the EAST side of Lakeshore RD

in the City of Haileybury

and having a frontage of 123 Feet more or less by a depth of 57 Feet more or less

and legally described as

PCL 11247 SEC SST; FIRSTLY: PT LT 1 PL M37NB BUCKE; SECONDLY: PT LT 59 PL M37NB BUCKE  
AS IN LT104062Y; T/W LT104062Y; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING

(Legal description of land including easements not described elsewhere)

(the "property")

### PURCHASE PRICE:

Dollars (CDN\$) 80,000.00

Eighty Thousand

Dollars

**DEPOSIT:** Buyer submits upon acceptance

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Thousand

Dollars (CDN\$) 1,000.00

by negotiable cheque payable to: MILLER REALTY GROUP INC., BROKERAGE "Deposit Holder"  
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** attached hereto form(s) part of this Agreement.

**1. IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 5:00 on  
(Seller/Buyer) (a.m./p.m.)

the 3 day of March, 2021, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 30 day of

September, 2021. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

GB

INITIALS OF SELLER(S):

[Signature]



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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
(For delivery of Documents to Seller)

FAX No.: .....  
(For delivery of Documents to Buyer)

Email Address: .....  
lchristomrg@gmail.com  
(For delivery of Documents to Seller)

Email Address: .....  
judiemartin@royallepage.ca  
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**  
NONE

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**  
NONE

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:  
**HOT WATER TANK IS NOT FUNCTIONING**

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):





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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 27 day of September, 2021, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

  
grOS+ePeH7PvVxR95ERSRQ==

INITIALS OF SELLER(S):





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**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

*Gerry Brandon*  
(Buyer/Authorized Signing Officer) **Gerry Brandon**

(Seal)

(Date)

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

*Jennifer Lyle*  
(Seller/Authorized Signing Officer) **Jennifer Lyle**

(Seal)

*February 12, 2021*  
(Date)

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

(Date)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at *4:28 p.m.* this *12<sup>th</sup>* day of *February*, 20*21*.  
(a.m./p.m.)

(Signature of Seller or Buyer)

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage **MILLER REALTY GROUP INC., BROKERAGE** (705) 647-6444  
(Tel.No.)  
**LAURIE CHRISTO**  
(Salesperson/Broker/Broker of Record Name)  
Co-op/Buyer Brokerage **Royal LePage North Bay Real Estate Services, Brokerage** (705) 472-2980  
(Tel.No.)  
**JUDIE MARTIN**  
(Salesperson/Broker/Broker of Record Name)

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

*Logan Belanger*  
(Seller) *Feb 12 / 21*  
(Date)

(Buyer) **Gerry Brandon** (Date)

(Seller) (Date)

(Buyer) (Date)

Address for Service

Address for Service **484 Ferguson Ave.,**

**Tem Shores ON**

Seller's Lawyer

Buyer's Lawyer

Address

Address

Email

Email

(Tel. No.) (Fax. No.)

(Tel. No.) (Fax. No.)

#### FOR OFFICE USE ONLY

#### COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS<sup>®</sup> Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS<sup>®</sup> Rules and shall be subject to and governed by the MLS<sup>®</sup> Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ..... Gerry Brandon ....., and

**SELLER:** ..... The City of Temiskaming Shores .....

for the purchase and sale of ..... 545 Lakeshore RD ..... Haileybury .....

ON POJ1K0 ..... dated the 10 ..... day of February ....., 2021 .....

Buyer agrees to pay the balance as follows:

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect to the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

"The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction."

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new FIRST Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6:00 p.m. on SEPTEMBER 1, 2021, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer shall have the right to inspect the property prior to completion for the purpose of inspection for (e.g., financing, insurance, estimate(s) from contractors(s) etc.) to a maximum of FIVE (5) time(s), at a mutually agreed upon time(s). The Seller agrees to provide access to the property for the purpose of the inspection(s).

The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as Buyer, the Buyer herein before named shall stand released from all further liability hereunder.

Notwithstanding the completion date set out in this Agreement, the Buyer and Seller may, by mutual agreement in writing, advance or extend the date of completion of this transaction.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):**



**INITIALS OF SELLER(S):**





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

**By-law No. 2021-038**

**Being a by-law to designate any plan or subdivision, or part thereof,  
that has been registered for eight years or more, which shall be  
deemed as not a registered plan or subdivision 381 Arnold Drive  
(Roll No. 54-18-030-005-229.00)**

**Whereas** Section 50(4) of the Planning Act, R.S.O. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control; and

**Whereas** Council considered Memo No. 010-2021-CS at the March 16, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to deem lots 11 and 12 on Plan M128NB, Parcel 25527SST, to no longer be lots on a plan of subdivision for consideration at the March 16, 2021 Regular Council meeting.

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
  - PLAN M128NB LOT 11 PCL 25527SST;
  - PLAN M128NB LOT 12 PCL 25527SST;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 16<sup>th</sup> day of March, 2021.

---

Mayor

---

Clerk

Schedule “A”

City of Temiskaming Shores – 381 Arnold Drive



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

**By-law No. 2021-039**

**Being a by-law to enter into an agreement with Miller Paving Limited for Roadway Rehabilitation Services over a Two-Year Period within the City of Temiskaming Shores**

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

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

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

**Whereas** Council considered Administrative Report No. PW-006-2021 at the March 16, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for a two-year Roadway Rehabilitation Service program, for consideration at the March 16, 2021 Regular Council meeting.

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for Roadway Rehabilitation Services, over a two-year period (2021-2022), for the upset limit of \$5,000,000.00, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 16<sup>th</sup> day of March, 2021.

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Mayor

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Clerk



Schedule “A” to

## **By-law 2021-039**

Agreement between

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

and

**Miller Paving Limited**

Roadway Rehabilitation Services within the City of Temiskaming Shores



**This agreement** made in duplicate this 16th day of March 2021.

Between:

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

and

**Miller Paving Limited**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Request for Quotation (PW-RFQ-004-2021)  
Multi Year Roadway Rehab Services**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.
- c) Complete, as certified by the Manager of Transportation Services, all the work by **September 30, 2022.**

**Article II**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid, in the upset amount of Five-Million Dollars and Zero Cents (\$5,000,000.00), plus applicable taxes, subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the

transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**Miller Paving Limited**  
P.O. Box 248  
704024 Rockley Road  
New Liskeard, Ontario P0J 1P0

The Owner:

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

The Manager of Transportation Services:

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

Signed and Sealed in  
the presence of

Britt Herd - Senior Manager, Estimating & Contracts

**Corporation of the City of  
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – Logan Belanger



Appendix 01 to  
Schedule "A" to

**By-law No. 2021-039**

Form of Agreement



**City of Temiskaming Shores**  
**PW-RFQ-004-2021**  
Multi Year Roadway Rehab Services

**Form of Quotation**

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

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

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

**Section 1 – Base Preparation – Pulverizing Existing Surface**

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1		<b>Pulverizing*</b>		
1.1	8,000 m2	Pulverize Existing Surface		
1.2	1,000 t	Granular "A"		
1.3	8,000 m2	Grading and Compaction		
			SUB TOTAL	

\*Based on a minimum 1000 meter long, 8.0-meter-wide road section, to determine Unit Prices applied to Agreement.

HST	
TOTAL	

**Section 2 – Cold Milling Existing Surface (50mm thickness)**

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2.		<b>Cold Milling*</b>		
2.1	8,000 m2	Milling Existing Surface		
2.2	8,000 m2	Tack Coat & Geotextile		
2.3	950 t	Placement of Millings as directed by City		
			SUB TOTAL	
*Based on a minimum 1000 meter long, 8.0-meter-wide road section, to determine Unit Prices applied to Agreement.			HST	
			TOTAL	

**Section 3 – Hot Mix Asphalt (SuperPave 12.5)**

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3		<b>Hot Mix Asphalt*</b>		
3.1	1100 t	SuperPave 12.5		
			SUB TOTAL	
* Based on a minimum 1000 meter long, 8.0-meter-wide road section, to determine Unit Prices applied to Agreement.			HST	
			TOTAL	

**Section 4 – Surface Treatment (Initial Single and Double Lift)**

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
4		<b>Surface Treatment* (Single)</b>		
4.1	1,000 t	Granular "A"		
4.2	7,500 m2	Grading and Compaction		
4.3	7,500 m2	Single Lift Surface Treatment		
4.4	7,500 m2	Double Lift Surface Treatment		
			SUB TOTAL	
* Based on a minimum 1000 meter long, 7.5-meter-wide road section, to determine Unit Prices applied to Agreement.			HST	
			TOTAL	

**Section 5 – Surface Treatment (Repeat Single Lift)**

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
5		<b>Surface Treatment* (Single)</b>		
5.1	250 m2	Repair Surface Deformations		
5.2	7,500 m2	Single Lift Surface Treatment		
			SUB TOTAL	
* Based on a minimum 1000 meter long, 7.5-metre-wide road section, to determine Unit Prices applied to Agreement.			HST	
			TOTAL	

**Section 6 – Alternative / Additional Rehabilitation Services**

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
6		<b>Crack Routing and Sealing*</b>		
6.1	3,000 m	Surface Crack Repair		
7		<b>Fog Sealing**</b>		
7.1	7,500 m2	Surface Sealing		
9		<b>Repaint Asphalt Markings</b>		
9.1	1,000 m	Centreline / Edge Marking		
10		<b>Granular Base Stabilization***</b>		
10.1	7,500 m2	Base Stabilization Process		
10.2	1,000 t	Granular "A" Surface Material		
			SUB TOTAL	
*Based on Continuous Road Sections – 1000-meter minimum roadway length,  ** Based on a minimum 1000 meter long, 7.5-metre-wide road section, to determine Unit Prices applied to Agreement.  *** Based on a minimum 1000 meter long, 7.5-metre-wide roadway section, using pulverization and up to 5% cement powder injection, and 50 mm Granular "A" graded and compacted			HST	
			TOTAL	





**City of Temiskaming Shores**  
**PW-RFQ-004-2021**  
Multi Year Roadway Rehab Services

**Non-Collusion Affidavit**

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

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



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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

  
\_\_\_\_\_  
Authorized Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail:  \_\_\_\_\_  
Phone No.:  \_\_\_\_\_



**City of Temiskaming Shores  
PW-RFQ-004-2021  
Multi Year Roadway Rehab Services**

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Firm Name \_\_\_\_\_

Contractor's Authorization Official

Title

Signature

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_



**City of Temiskaming Shores  
PW-RFQ-004-2021  
Multi Year Roadway Rehab Services**

**SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS**

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Proposal must be included in the Proposal documents submitted.

Name	Address	WSIB Certificate Number (copy attached)

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Proposal document.

Signed by Company Official

\_\_\_\_\_

Printed

\_\_\_\_\_

Signed



**Schedule “B”**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Address: \_\_\_\_\_

I, \_\_\_\_\_, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario’s Customer Service is available at [www.gov.on.ca/mcss/serve-ability/splash.html](http://www.gov.on.ca/mcss/serve-ability/splash.html).

Date: \_\_\_\_\_

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

**By-law No. 2021-040**

**Being a by-law to enter into a lease agreement with Zubyck SkillZ Ltd. for use of the Shelley Herbert-Shea Memorial Arena Dry Floor Surface from May 1, 2021 to July 31, 2021**

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

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

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

**Whereas** Council considered Administrative Report No. RS-006-2021 at the March 16, 2021 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Zubyck SkillZ Ltd. for use of the Shelley Herbert-Shea Memorial Arena Dry Floor space from May 1, 2021 to July 31, 2021, for consideration at the March 16, 2021 Regular Council meeting.

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

1. That Council authorizes the entering into a lease agreement with Zubyck SkillZ Ltd. for use of the Shelley Herbert-Shea Memorial Arena Dry Floor surface from May 1, 2021 to July 31, 2021, 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 16<sup>th</sup> day of March, 2021.

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Mayor

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Clerk



Schedule “A” to

## **By-law No. 2021-040**

Agreement between

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

and

**Subyck Skill Ltd.**

for the Lease of the Shelley Herbert-Shea Memorial Arena  
Floor Surface for the operation of a Multi Sports Youth  
Program

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

- and -

**Subyck Skill Ltd.**

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**LEASE**

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Mathew Bahm  
Director of Recreation  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

THIS LEASE Agreement made this 16<sup>th</sup> day of March 2021;

Between:

**The Corporation of the City of Temiskaming Shores**  
(herein referred to as “the Landlord”)

And:

**Subyck Skill Ltd.**  
(herein referred to as “the Tenant”)

**Witnesses that in consideration** of the rents reserved and the covenants and provisos herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant those certain Lands situated in the City of Temiskaming Shores, in the District of Timiskaming, being the Shelley Herbert-Shea Memorial Arena Hall, hereinafter referred to as the “Lands”. To hold the Lands for a term **commencing on the 1st day of May, 2021 and ending on the 31st day of July, 2021.** The rent in respect of the Lands shall be the sum of **\$850.00 plus HST per month**, payable on the 1st day of each month. Rental payments shall be made to The Corporation of the City of Temiskaming Shores, or as otherwise directed by the Landlord.

It is acknowledged by both parties that the Lands are limited to the following areas: main arena floor surface, arena viewing stands, change rooms, washrooms, and lobby having an entrance off of Ferguson Ave. (hereinafter referred to as “the Premises”)

### **Section One - Tenant’s Covenants**

The Tenant covenants with the Landlord as follows;

- (a) **To pay rent** - to pay rent in the amount of \$850.00 plus HST per month; payable the first of each month.
- (b) **Term** - The term of the agreement shall be from May 1st, 2021 to July 31st, 2021.
- (c) **Compliance with by-laws** - to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time to time in force during the term of this agreement, and any extension thereof, affecting the condition, maintenance, use or occupation of the Lands or the Premises; and in so doing the Tenant shall make the necessary alterations, repair, or addition to or deletion from any part of the Premises or any equipment or other facility used in connection with or appurtenant to the Lands provided that the use of any part of the Lands as a non-conforming use under the applicable zoning by-law is not a violation of the provisions of this paragraph.
- (d) **Maintenance and Repairs** - to repair, reasonable wear and tear and damage by fire, lightning and good 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) **Waste** - not to suffer any waste or injury to the Premises, or any part thereof, and not to use or occupy the Premises, or any part thereof, or permit them to be used or occupied for an unlawful purpose.
- (f) **Insurance** - not to use the Premises or permit items to be used for any purpose which may render the insurance on the Premises void and if the rate of insurance is increased as a result of anything done upon the Lands by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increased. In addition, and in any event, the Tenant, shall during the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the Landlord and the Tenant, public liability insurance applying to all operations of the Tenant, which include bodily injury liability and property damage liability. Such policy or policies shall be for not less than \$5,000,000.00 per occurrence. The Tenant shall produce to the Landlord a Certificate of Insurance confirming the above coverage.
- (g) **Alterations, new structures** - except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Premises without obtaining the prior written approval of the Landlord, which approval shall not be unreasonably withheld provided the Tenant has fully complied with the terms, covenants and conditions of the lease.
- (h) **Replacement of damaged Premises** - in the event that the complete destruction of or damage to the Premises, or partial damage to the Premises, results in the Tenant's inability to reasonably carry on his business therein the Tenant is permitted to terminate this lease by providing notice to the Landlord within fifteen (15) days of the happening of the damage or destruction. If the Tenant chooses not to terminate the lease within fifteen (15) days from the damage or destruction, the Landlord shall begin the repair or replacement thereof and with due diligence, repair or reconstruct the Premises or replace the Premises with another Premises of the same type and character and of equal value. After completing the repair, reconstruction or replacement, the balance of any insurance proceeds or other proceeds available by reason thereof belong absolutely to the Landlord.
- (i) **View state of repair** - to permit the Landlord at all reasonable times to enter and view the state of repair of the Premises.
- (j) **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;

- (k) **Nuisance** - not to do or permit a nuisance.
- (l) **Assignment** - not to sublet the Lands or any part thereof.
- (m) **Use of Premises** - not to permit the Premises to be used for any purpose other than to carry on the business of a Multi Sports Youth Program and not to carry on or permit to be carried on therein any other trade or business without the consent in writing of the Landlord.
- (n) **Name of Premises** - not to name the Premises or permit it to be named without the consent of the Landlord; such approval shall not be unreasonable withheld.
- (o) **Signs** - not to use the outer walls or windows of the Premises for any notice or name plate except as approved by the Landlord; such approval shall not be unreasonable withheld.

## Section Two - Landlord's Covenants

The Landlord covenants with the Tenant as follows:

- a) **Quiet enjoyment** - for the quiet enjoyment.
- b) **Taxes** - to pay all property taxes and rates that may be levied against the Premises.
- c) **Electricity and Water** - to pay for the electricity supplied to the premises and any water/sewer charges levied against the Premises.
- d) **Heat** - to heat the Premises.
- e) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Premises.
- f) **Structural soundness** - to keep the Premises and common areas structurally sound and to look after any structural defects which may arise.
- g) **Snow Removal** - The Landlord will be responsible for clearing snow in the walkways in front of the Premises as per the City's regular winter maintenance schedule.
- h) **Maintenance** - to be responsible for regular maintenance of the facility as decided by the landlord.
- i) **Cleaning** - to provide regular cleaning of the premises including the provision of paper products for the washrooms. A cleaning schedule shall be mutually agreed upon by the Landlord and the Tenant for up to six (6) total hours per week. Additional cleaning shall be the Tenant's responsibility.

- j) **Equipment** - to provide the following pieces of equipment for use by the Tenant:
  - (i) Two (2) sets of cross ice hockey boards for use as floor dividers
  - (ii) Six (6) regulation sized hockey nets
  - (iii) Four (4) miniature sized hockey nets
- k) **Keys** - to provide one (1) key to access the leased space.

### Section Three - Provisos

- (a) **Renovating fixtures** - At the expiry or earlier termination of the lease or any extension thereof, the Tenant may remove its fixtures and the fixtures of its subtenants and licensees and any persons claiming through them as long as the Tenant either compensates the Landlord for or repairs the damage resulting from the installation or removal of the fixtures.
- (b) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not constitute a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the Landlord hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights and remedies herein contained on the part of the Landlord are deemed to be cumulative and not alternative.
- (c) **Default provisions** - Whenever;
  - (iv) The Tenant defaults in the payment of any installment of rent, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
  - (v) The Tenant fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this lease on the part of the Tenant (other than the payment of rent or other sums of money) and the failure continues for, or is not remedied within thirty (30) days next after the giving of written notice by the Landlord to the Tenant, or if the term hereby granted is taken in execution or attachment, it is lawful for the Landlord to enter upon the Premises or any part thereof in the name of the whole and this shall be at the option of the Landlord and with or without entry may terminate the lease and all the rights of the Tenant with respect to the Lands shall be absolutely forfeited. If the condition complained of reasonably requires more time to cure than the thirty-day period aforesaid, the Tenant is deemed to have complied with the remedying thereof if the Tenant has commenced remedying or curing the condition within the thirty-day period and diligently thereafter completes the same. Upon termination of the lease, the Landlord shall not disturb the possession of any subtenant of the Premises pursuant to a sublease, or an agreement to sublease, as long as the subtenant is not in default in the

performance of his obligation under the sublease or agreement to sublease.

- (d) **Bankruptcy of Tenant** - The bankruptcy, insolvency or reorganization of the Tenant under any laws then applicable, or the appointment of a trustee for the benefit of creditors or a receiver, shall not be deemed a breach of this lease as long as the provisions of this lease are otherwise complied with.
- (e) **Force Majeure** - Neither the Tenant or Landlord shall be held responsible for delays in the performance of its obligations hereunder when caused by a declared state of emergency, public health emergency, pandemic or epidemic (including, but not limited to, the COVID-19 pandemic); government mandated closures; the closure of government buildings, airports, harbors, railroads, or pipelines, or other infrastructure due to a public health emergency, pandemic or epidemic; industry wide strikes, lockouts or labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor that could not reasonably have been anticipated; governmental restrictions, regulations or controls; delay in issuance of permits beyond time periods typical for the jurisdiction in which the Building is located; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of such party (each, a “Force Majeure Event”), provided that a Force Majeure Event and the ongoing effects thereof shall not excuse any failure of Tenant to timely comply with any monetary obligations hereunder.
- (f) **Rent Abatement** - If a Force Majeure Event occurs during the Term of this Lease which reasonably precludes Tenant from constructing, renovating, opening or operating the permitted use at the Premises and the Tenant ceases such operation in the Premises, then Rent shall abate for the period commencing on the later of (a) the date on which such Force Majeure Event occurs or (b) the date on which Tenant ceases operation of the permitted use at the Premises, and ending on the earlier of (c) the date on which such Force Majeure Event concludes or (d) Tenant resumes operating the Permitted Use at the Premises.
- (g) **Right of termination by the Landlord** - The Landlord shall have the right to terminate this lease forthwith by leaving upon the premises, or sent by ordinary mail to his usual place of business, thirty (30) days’ notice in writing of its intention, and thereupon any payments owing to the Tenant under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the Premises.
- (h) **Right of termination by the Tenant** - the Tenant, in addition to all other rights, shall have the right to terminate this lease by providing thirty (30) days’ notice in writing of its intention, and thereupon rent and any other payments for which the City is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the Premises;

- (i) **Right of Renewal** - The Tenant shall have the right of renewing the lease for a single additional five (5) year term (2022 to 2026). Such renewal shall only be permitted if the Tenant is not in default and the Landlord agrees to the renewal. The use of the Premises shall be for four (4) months (April to July each year). The rent amount to be increased by 2% each year and paid monthly for four (4) months (April to July). All other terms and conditions to remain the same. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 31st day of December, 2021;
- (j) **Notices** - All notices given pursuant to this lease are sufficiently given if mailed, prepaid and registered, in the case of the Landlord, addressed as follows:

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

and in the case of the Tenant addressed to the Tenant at:

**Subyck Skill Ltd.**

[REDACTED]  
[REDACTED]  
[REDACTED]

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

- (k) **Amendment** - This lease may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
- (l) **Binding Effect** - The terms and provisions of this lease extend to, are binding upon and ensure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
- (m) **Captions** - The captions appearing at the headings of the paragraphs 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 of meaning of this lease or any of its provisions.

Signed and Sealed in  
the presence of

John Zubyrka  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

Clerk – Logan Belanger

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

**By-law No. 2021-041**

**Being a by-law to enter into an agreement with CRCS Recreation Inc. for the provision and installation of the Rotary Splash Pad and its components**

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

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

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

**And whereas** Council considered Administrative Report No. RS-007-2021 at the March 16, 2021 Regular Council meeting, and directed staff to prepare the necessary by-law to enter into an agreement with CRCS Recreation Inc. for the provision and installation of the Rotary Splash Pad and its components, in the amount of \$267,430, plus applicable taxes, for consideration at the March 16, 2021 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to execute an agreement with CRCS Recreation Inc. for the provision and installation of the Rotary Splash Pad and its components, in the amount of \$267,430, plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 16<sup>nd</sup> day of March, 2021.

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Mayor

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Clerk



Schedule “A” to

## **By-law 2021-041**

Agreement between

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

and

**CRCS Recreation Inc.**

for the provision and installation of the Rotary Splash Pad and its components



**This agreement** made in duplicate this 16<sup>th</sup>, day of March, 2021.

Between:

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

and

**CRCS Recreation Inc.**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I**

The Contractor will:

- a) Provide all material and perform all work described within this Agreement, in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores  
Request for Proposal (RS-RFP-001-2018)  
Splash Pad**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement attached hereto as Appendix 01 and forming part of this agreement.
- c) Complete, as certified by the Director of Recreation, all the work by **September 1, 2021.**

**Article II**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid, in accordance with Quotation No. 19-070925, dated February 15, 2021, in the amount of Two-Hundred and Sixty-Seven Thousand, Four-Hundred and Thirty Dollars and Zero cents (\$267,430.00) plus applicable taxes;
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post,

courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

**CRCS Recreation Inc.**  
103 Napa Valley Drive  
Sudbury, ON P3E 0G8

Attn.: Melissa Sheridan

The Owner:

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

Attn.: Mathew Bahm, Director of Recreation

**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

**CRCS Recreation Inc.**

\_\_\_\_\_  
Melissa Sheridan, President CRCS Recreation

Municipal Seal

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – Logan Belanger



Appendix 01 to  
Schedule “A” to  
**By-law No. 2021-041**  
Form of Agreement



# Proposal for the Design, Supply and Installation of the City of Temiskaming Shores Splash Pad

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Presented to the Corporation of the City of Temiskaming  
Shores

**RS-RFP-001-2018**

Prepared by Melissa Sheridan, CRCS Recreation

1/22/2018



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<b>Appendix F</b>	Option Two - features and components
<b>Appendix G</b>	Option One - pricing
<b>Appendix H</b>	Option Two - pricing

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# Executive Summary

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This proposal has been prepared for the Corporation of the City of Temiskaming Shores for the design of an accessible splash pad park with construction estimates including the design, supply and installation of a water treatment system, landscaping and outdoor shower at the New Liskeard Waterfront on Fleming Drive.

CRCS Recreation hopes to provide all work required to service the splash pad and facilities excluding water to site, sewer connection, power to site, and site/ground preparation for construction in the spring of 2019.

In partnership with Waterplay Solutions and Pioneer Construction, CRCS Recreation will work with the Corporation of the City of Temiskaming Shores from start to finish through every step of the project to create an immaculate, safe and undeniably fun splash pad for their community. We bring an incomparable dedication to quality, customer service, creativity and enthusiasm to every project we undertake.

Pioneer Construction and CRCS Recreation have partnered together to benefit our clients. Pioneer Construction has a number of offices located throughout Northern Ontario which allows us to always be in close proximity. We know our summers are short, therefore we want to provide the maximum amount of time for Waterplayers to enjoy your new splash pad, should an issue arise we will respond within 24 hours.

The naturally inclusive landscape of the aquatic play pad, and the features that bring it to life, gather people together for a fun adventure that satisfies unique physical and cognitive needs while allowing for a wide range of accessibility for all ages and abilities. For the purpose of this proposal CRCS Recreation designed the two following splash pads.

To ensure your space is safe and stimulating for all ages and abilities we have created multiple play zones in each option. We've picked low ground sprays, misting components and features with predictable water patterns for toddlers. Created a child zone with imaginative play themes, run through arches and features that are fun for the whole family. Older kids will be engaged with an action-packed youth zone full of exciting splashes, spray cannons and an Aqua Drop.

Option One contains features from the Play Pals, a collection designed for collaborative fun. Waterplayers can push, spin, plug and take aim. This troupe of whimsical and looping play features delights Waterplayers with a spectacular water show for all ages. The Water Tower provides a cool oasis on a sun-drenched journey. It's large spout drenches Waterplayers below, while smaller spray nozzles creating a refreshing mist. Little Waterplayers can rotate Spinny Squirt 360° as they get sprayed from all sides. This feature encourages motor and cognitive skills development.

Option Two contains features from the Kaleidoscope Creative Collection. A child's imagination is full of bright colours and fun shapes. This collection takes Waterplayers on an action-packed, playful adventure

through a real life wonderland of discovery. The Sneaky Spin Soaker 2 features an AquaLume® handle that lets Waterplayers rotate the feature as it spills and dumps water. Fun-Guy's rotating top and multiple spray nozzles invites toddlers to discover and explore. It encourages motor and cognitive skill development.

President of CRCS Recreation, Melissa Sheridan has worked in the playground industry for sixteen years and comes with an educational background in marketing, accounting business administration and talent in international sales, marketing and playground design. She has worked with countless committees, communities and schools to fundraise, design and install a variety of parks and playgrounds. Melissa will be available for the duration of the service contract and after the job is complete to ensure everything is running smoothly.

With over 25 years of industry experience, Waterplay has helped shape thousands of aquatic play spaces throughout the world. Our product design theory is strict, our quality is unmatched, our safety standards lead the industry and our products tell a story that pushes play outside the bounds of everyday fun and into a world of discovery.



# Corporate Profile

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## History

CRCS Recreation began in Sudbury in 1993 as the installers for Paris Playgrounds. Paris Playgrounds was purchased by Little Tikes Commercial Playgrounds back in 2001. Since that time, Little Tikes has been acquired by Playpower. A global company with ownership of Miracle Recreation, Soft Play, Hags, Little Tikes Commercial, Playworld and other companies, making Playpower the largest playground company in the world.

Since CRCS's debut in the playground industry in 1993, the company has grown to offer consulting and design services for all outdoor recreational playspaces as well as the supply and installation of a wide variety of product lines.

CRCS is a team of professional park designers and playground consultants with over 20 years of combined experience in helping people help children have fun. We have designed and installed hundreds of playgrounds, splash pads, sporting venues and park furnishing sites throughout Northern Ontario. CRCS Recreation works with clients through every step of the project process, including fundraising, design, installation and maintenance. We bring an incomparable dedication to quality, customer service, creativity and enthusiasm to every project we undertake.

CRCS brought Waterplay Solutions Corp into the Company's offering over 12 years ago. Expanding the product line to include the element of water and play. CRCS has a long history with building splash pads across the north. We offer a top of the line product with minimum maintenance as well as the best after sales support in the industry.

Waterplay's moment of inspiration was at the Expo '86 World Fair in Vancouver, Canada. After seeing kids play in the water fountain, our founders were inspired to create aquatic play features that would connect people through the joy of water. Today, we supply communities across the globe with aquatic play solutions manufactured at our headquarters in Kelowna, B.C. Our full suite of products include freestanding play structures designed to splash and spray, activity towers, urban features, and water management solutions. Our projects include aquatic facilities, community spaces, holiday parks, hotels and resorts, housing developments, water parks, and attractions.

We do more than build aquatic play features. We've helped turn crime-ridden downtown parks into family attractions. We've given new life to abandoned community facilities, bringing kids back to play in them. We work with you to create environments that promote exploration and discovery, fostering imaginative, interactive play.

## Services Offered

As designers, planners and project managers, we are with you from start to finish. We'll determine what you need, show you the breadth of possibilities, provide advice and offer unique suggestions. Most importantly, we'll see that your project is completed on budget, on time and with an eye on the details so that nothing gets overlooked or falls through the cracks.

As a one-stop-shop for anything you can imagine, we are proud of our success and our history of delivering quality to all customer types including but not limited to:

Schools and parent councils	Private Corporations
Private Schools	Resorts, Hotels and Campgrounds
City and Town Councils/Municipalities	Retirement Homes
Landscape Architects	Developers
Condominium and Property Managers	Daycare Centres
Churches	Parks and Recreation Teams
Community Groups	

## Products Offered

Waterplay's tools and systems lead the industry in technology and function. The smartPLAY™ allows our customer service representatives to remotely access your system. They can ensure your system is operating properly and address any questions or concerns you may have. We promise you will never be alone with your new splash pad.

The smartPLAY™ controller is the brains behind the operation - it tells the water what it should do and when to do it. It works in conjunction with the manifold and activator to create the perfect play experience for your project.

In the world of aquatic play the right water effect is essential. Waterplay began using acetal copolymer nozzles in 2001 and has experienced only positive results over previously installed brass nozzles. These nozzles are capable of providing varying water displays and are built to accommodate any hydraulic requirement, high, low and anywhere in-between. Please see Appendix A for more information.

Waterplay has on demand activators which optimizes water use and maximizes play value. These are the perfect solution for reducing water consumption while creating a dynamic play experience. Waterplayers can push, spin or turn to start the flow of water.

The manifold is the workhorse behind water distribution. Waterplay's high efficiency manifold ensures that water gets to where it needs to accompanied with the flow rate you require.

Water management is about making the water work for specific needs of your aquatic play design and the surrounding infrastructure. Our advanced water management solutions are engineered to meet the specific needs of your project. With Waterplay you can expect the highest standards in water quality, operating efficiency and sustainability. Please see Appendix B for more information.

Waterplay Interactive is an exclusive design program that allows the client to see their splash pad come to life right before their eyes. This accelerates the process by eliminating weeks of waiting for designs to be approved. Shaped by history, the natural landscape or spirit of a community - good design has a story to tell. Share tales of the high sea, mark a moment in time, or embark on a water adventure that brings you back to nature. With our extensive product lines, any story is possible.

## Meet the Team

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We have teamed up over the last decade, combining all of our backgrounds to make the best team possible! Together, we have completed the CSA Course, Accessibility Awareness Programs and Parks Practitioner Course. As a team we bring an incomparable dedication to quality, customer service, creativity and enthusiasm to every project we undertake. We're all parents, and that kind of first-hand experience is priceless when it comes to serving the needs of children.

### **MELISSA SHERIDAN**

**President, CRCS**

**Park Designer and Project Manager**

Melissa has worked in the playground industry for sixteen years, and has owned CRCS Recreation for seven. With an educational background in marketing, accounting and business administration and talent in fundraising, international sales, playground and spray park design, she has successfully designed play spaces for McDonald's Restaurants, Leon's Furniture Stores and the Canadian Armed Forces. In both capital replacement and development situations, Sheridan has brought play spaces to life all over Ontario including, Moosonee, Attawapiskat, Sudbury, North Bay, Cache Bay, Sundridge, Huntsville and Bracebridge. Sheridan's long history with Waterplay means that she knows how to deliver the products that customers are looking for and the after sales service that they deserve.

Sheridan understands the restriction on budgets and allocated dollars available to most projects, she works hand in hand with committees to find the best solutions while maximizing park space, utilizing equipment on a smaller budget and delivering the best cost savings for the client. With many projects under her belt, she has a vast knowledge of fundraisers to help committees raise the much needed dollars.

## **NEIL STEWART**

### **Project Support Specialist and Installer, Pioneer Construction**

With a background in construction, Neil Stewart brings over 25 years experience and a wealth of knowledge to the Project Support Team. Being the onsite contact, Neil specializes in splash pad layout, site preparation, site placement, construction, water connections, drainage and on site commissioning. Neil's passion coupled with his detail-oriented work methods ensure that he delivers a consistent result in each and every project that he works on. Described by his co-workers as enthusiastic and diligent, Neil delivers an end result beyond expectation.

Having worked in the concrete industry across Ontario for such a long period of time he is extremely familiar with the importance and details required for a perfectly poured and finished spray park. Combined with his knowledge for water and sewer, Neil has the ability to problem solve any situation that may arise.

Neil works closely with Melissa in the initial stages of design to deliver the best playability options and space design. After order, Neil will work with our team for project support and complete the installation process.

## **TOM MILLS**

### **Civil Engineering Technologist, Pioneer Construction**

Tom joined our team as result of the partnership with Pioneer Construction. He has 15 years of experience in his field working in commercial, private and municipal sectors. Mills has knowledge in designing, drafting, project management, estimation and technical support.

Tom will manage the financial side of the construction phase from estimating to final pricing of your project. He will work alongside Neil and Melissa to ensure that construction timelines are met and installation runs smoothly.

## **PAULA MORROW**

### **Administrative Assistant, CRCS**

New to the organization, Paula is an outdoor enthusiast with a public relations background. She has the proven ability to write and edit an assortment of communication pieces, manage multiple social media platforms, as well as develop and maintain client and stakeholder relations.

Paula will work side by side with Melissa to deliver manageable timelines, contract paperwork and installation timelines for your proposed park. She will be responsible for the order end of each project and releasing the order into production, providing ship dates and scheduling.

## **LORRAINE FRIESEN**

### **Territory Development Manager, Waterplay**

Lorraine Friesen is the embodiment of hardworking fun. Pulling from her background as a Montessori preschool teacher, Friesen brings an unmatched level of patience, superior listening skills, and an ability to problem solve nearly any situation. These finely honed skills, along with her unique insight into child development and play habits have ensured her success with hundreds of unique and creative Waterplay Solutions projects. With six years experience as a territory development manager role at Waterplay, Friesen has worked in multiple territories around the globe and is known in the aquatic industry for her thorough and customer-centric approach to each project. A valuable member of the Waterplay Team, Friesen is an outstanding communicator driven to provide top-notch support to anyone she works alongside.

Lorraine will work side by side with Melissa to deliver concepts, layouts and pricing for the proposed spray park. She will also be responsible for the order end of the project and releasing the order into production, providing ship dates and scheduling.

## **KYLE LUCIW**

### **Project Support Specialist, Waterplay**



With a background in civil engineering, Kyle Luciw brings a wealth of knowledge to the Waterplay Project Support Team. Specializing in play pad layout and water management best practices, Luciw's passion coupled with his detail-oriented work methods ensure that he delivers a consistent result in each and every project that he works on. Described by his co-workers as enthusiastic and diligent, Luciw specializes in 2D, MWB, DWG and AutoCad to deliver an end result beyond expectation.

Kyle will work with Lorraine and Melissa in the initial stages of design to deliver the best water management options and pad design. After order, Kyle will work with the installer for project support.

# References

The best way to determine the validity of this proposal is to chat with other people like you who have worked with Waterplay in the past. The following references can be contacted to provide you specific feedback on our features, water treatment systems, services and ongoing support. Additional references will be provided upon request.

	<p><b>Beckwith Splash Pad</b></p> <p><b>Contact:</b> Reeve Richard Kidd 613-257-1539</p>	<p><b>Location:</b> Beckwith, ON <b>Total budget:</b> \$290,000 <b>Completed:</b> Summer 2017</p>
	<p><b>Morel Family Foundation Park</b></p> <p><b>Contact:</b> Kelly Morel 416-216-5757</p>	<p><b>Location:</b> Second Ave, Sudbury <b>Total budget:</b> \$250,000 <b>Completed:</b> Fall 2016</p>
	<p><b>DJ Hancock Memorial Park</b></p> <p><b>Contact:</b> Kim and Dean Hancock 705-691-1300</p>	<p><b>Location:</b> Walford Road, Sudbury <b>Total budget:</b> \$238,000 <b>Completed:</b> Summer 2016</p>

 <p>Cache Bay Splash Pad features a large black water gun, a red arch, and a fire truck-themed structure. Children are playing in the water.</p> <p><small>waterplay Solutions Corp. COPYRIGHT 2015 WATERPLAY SOLUTIONS CORP.</small></p>	<p><b>Cache Bay Splash Pad</b></p> <p><b>Contact:</b> Diane Baronette 705-492-6379</p>	<p><b>Location:</b> Cache Bay Community Centre</p> <p><b>Total budget:</b> \$125,000</p> <p><b>Completed:</b> Summer 2016</p>
 <p>French River Splash Pad features a wooden sign reading 'FRENCH RIVER', a yellow arch, and a blue arch. Children are playing in the water.</p> <p><small>waterplay Solutions Corp. COPYRIGHT 2015 WATERPLAY SOLUTIONS CORP.</small></p>	<p><b>French River Splash Pad</b></p> <p><b>Contact:</b> Michelle Lafortune 705-677-0440 ext. 272</p>	<p><b>Location:</b> HWY 64 French River, Alban</p> <p><b>Total budget:</b> \$100,000 plus in kind donations</p> <p><b>Completed:</b> Fall 2015</p>



# Design Concept Draft Details

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For the purpose of this proposal CRCS Recreation designed the two following splash pads. The three dimensional images will provide details and colour images of the proposed water play features, surfaces, and components to be supplied. The site layout plans include clearly show all equipment, concrete pad areas, splash components, drains, drainage lines, services, electrical and chambers.

## Option One

Please see Appendix C for three dimensional drawings, site layout plans and the mechanical workbook for the proposed Capreol Splash Pad.

Please see Appendix D for details and images of the proposed water play features and components for this option.

## Option Two

Please see Appendix E for three dimensional drawings, site layout plans and the mechanical workbook for the proposed Garson Splash Pad.

Please see Appendix F for details and images of the proposed water play features and components for this option.



# Waterplay® Product Warranty

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Waterplay Solutions Corp.® is committed to delivering the highest quality products on the market. Built with the best materials, to the most stringent manufacturing standards, our products are designed to withstand the toughest environments. Our personal pride and construction confidence are backed by the following warranties:

Stainless Steel Piping & Weldments	25 years
Stainless Steel Hardware	10 years
Acetal Nozzles	5 years
Structural Integrity of Fiberglass Materials	5 years
Vaults & Kiosks – Structural Enclosures	5 years
Water Recirculation Collection Tank & Reinforced Skid	2 years
Vault Contents & Hardware	2 years
Water Recirculation Piping/Fittings, Pumps, Chemical Feeds, Valves, Gauges & Electrical Components	2 years 2 years
Structural Integrity (not clarity) of High Density Polyethylene Panels	2 years
Structural Integrity (not clarity) of Clear Polycarbonate Panels	2 years
Electrical Controllers (extended warranty available as below)	2 years
Powder Coated Paint Finish	2 years
Moving Parts	2 years

Waterplay staff and/or appointed service agents are prepared with guidelines for maintenance and rapid response assistance should anything go awry. With our reliable support and quality products, Waterplay takes pride in knowing that our customers have a quality system that runs without interruption. Waterplay offers an option to extend your standard warranty on the control panel to 3, 4 or 5 years. Extended warranty commences at expiration of the standard 2 year warranty period and must be purchased by the time the park is commissioned or within 12 months of goods received on site, whichever comes first.

## Conditions:

1. All warranties commence upon receipt of goods on site and are only valid if Waterplay equipment is installed in accordance with Waterplay specifications and installation instructions. Waterplay will not cover warranty issues resulting from installation errors.
2. Modifications to Waterplay equipment without prior written approval will void all warranties covered by this document.
3. Warranties are limited to the value of parts and components sold. The client is responsible for the cost of removing and replacing warranted parts/features, the cost for shipping of warranty items to the client site and the return of defect items to Waterplay (if required).
4. All warranty claims against shipping damages or missing parts will be in accordance with the Terms & Conditions of the Sale Agreement.
5. It is the responsibility of the owner to inspect all aspects of their facility at regular intervals. All maintenance must be performed in accordance with the Waterplay Owner's Manual and documented in an approved log book, failing which the warranty shall be void.
6. Waterplay does not assume responsibility for natural wear and tear, acts of vandalism, faulty installation, damage caused by negligence or damage caused by wind, rain, fire or lightning.
7. Waterplay does not warrant defects of damage caused by water supply or quality of utilities nor does it warrant landscaping, site amenities or surfacing in areas where Waterplay products are installed.
8. Proper documentation as deemed reasonable by Waterplay is required to support and verify all warranty claims. Failure to provide such documentation could result in a warranty claim being denied.
9. Any warranty issues are governed by the laws of the province of British Columbia, Canada.
10. Warranty claims will only be processed for accounts considered to be in good standing at the time the claim is made.
11. The foregoing warranties are exclusive and in lieu of all other warranties, including any other warranty of quality, express or implied, and including any warranty of merchantability, or any warranty of fitness for any particular purpose. There shall be no liability for incidental or consequential damages under foregoing warranties.
12. Waterplay reserves the right to develop, improve, change or discontinue any product and/or specification without notice and is has no obligation to retrofit these changes into existing parks.

# Work Plan and Methodology

## Scope of Work:

1. Once a purchase order and deposit have been received and final details of the park design have been decided on we will proceed to begin on site layout of the splash pad in a finalized location as discussed with the customer. The customer must sign off on the location prior to digging.
2. Excavation of the area will begin using the services of a local contractor. They will begin excavating the site to a depth of 9" from existing finished grade. At this time we will proceed with the installation of the Sono tubes which the mounting structures for the components will be installed on. We will then install all required water supply piping and drain piping, working with the Town of Gore Bay at the connection points. Once the area has been excavated we will proceed to back fill 12" of Granular Type 2 "B" compacted followed with 6" of Granular "A" Gravel. This will then be compacted and leveled out. A drainage tile will be placed around the perimeter of the pad to ensure proper drainage.
3. The water supply line will be brought over from the nearest source, as well the drain for the water park will be brought within 25 feet of the concrete pad. A finalized location will be discussed with the customer prior to final construction.
4. The concrete pour will be constructed using 2" x 6" essentially allowing for a pad thickness of 5 ½" on the outside edges. 6 Mil Vapor Barrier will then be laid out over the entire pad area. We will then proceed to install 10mm rebar, which will be used as reinforcement for the pad. Concrete mixed to 32 Mpa will then be poured onto the pad. The final finished level of the pad will be approx 3" Above the existing finished grade to allow for sloping of the ground around the pad.
5. All of the components will then be installed on the splash pad and connected to the water system.
6. A complete testing of the splash pad will then take place to ensure proper operation as set out by the manufacturer. Once the final testing has been completed we will do a complete run though with customer a personally train on the operation of the splash pad and winter shut down procedures.

The total allotted construction schedule for this project is 3 weeks. Please note that delivery time frame for equipment is 6-8 weeks

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Excavation and Backfill					Footings	
Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14
Framework, Plumbing and Electrical			Concrete		Water Connection	
Day 15	Day 16	Day 17	Day 18	Day 19	Day 20	Day 21
Commission						

# Financial Submission

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CRCS has a commitment to working with their clients on their projects from start to finish so that they are able to achieve the best result.

We have a great understanding of the geographical area that we live in and know that they smaller communities do not have the large budgets that most southern cities receive. The majority of the projects in smaller communities are volunteer led and the bulk of the money is from fundraising.

That's why we believe at CRCS that every valuable dollar raised is better spent on buying the components for the project and not paying for guidance.

The cost for CRCS to consult and design the splash pad for the City of Temiskaming Shores will be \$0.00. Our team would be more than happy to be part of such a great project.

Please see Appendix G for pricing on Option One.

Please see Appendix H for pricing on Option Two

Best Regards,

Melissa Sheridan  
President, CRCS Recreation



# QUOTE

103 Napa Valley Dr  
Sudbury, Ontario. P3E 0G8  
Tel: (705) 522-5555  
[melissa@crsrecreation.ca](mailto:melissa@crsrecreation.ca)

QUOTE NO. 19-070925  
DATE February 15, 2021  
CUSTOMER ID TEMSHR  
PROJECT: Splash pad

TO City of Temiskaming Shores  
325 Farr Drive  
Haileybury, ON  
P0J 1K0

SALESPERSON		JOB SITE	PAYMENT TERMS		DATE
MS		New Liskeard Water Front	Net 30 Days		4/15/20
PART ID	DESCRIPTION		UNIT PRICE	QTY	LINE TOTAL
Quote	Equipment Package		\$169,030.00	1	\$169,030.00
PLUM	Plumbing, Manifold Connections and Pressure Testing		\$10,200.00	1	\$10,200.00
ELECT	Electrical		\$7,000.00	1	\$7,000.00
CONT	Construction- footings, bases etc		\$29,500.00	1	\$29,500.00
PAD	Framing, Rebar, Concrete, Placement and Finish		\$38,200.00	1	\$38,200.00
INSTAL	Installation and Start Up		\$13,500.00	1	\$13,500.00
	Excavation, 2" insulation, drainage tile and backfill not included				
	in the quotation				
Please note that shipping is estimated and actual charges will be finalized on order placement.			SUBTOTAL		\$267,430.00
			SALES TAX		additional
			TOTAL (CAD)		\$267,430.00

Quotation prepared by: Melissa Sheridan  
This is a quotation on the goods named, subject to the conditions noted below:  
All orders are verified and approved at our Sudbury location.  
State and local taxes are for the account of the buyer.  
Written CRCS Recreation quotations are valid for 30 days.  
There will be no holdbacks.  
All warranties are in place upon receipt of payment of goods.  
Currency: CAD

**Thank you for your business!**

To accept this quotation, sign here and return: \_\_\_\_\_



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

**By-law No. 2021-042**

**Being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores at its Regular meeting held on March 16, 2021**

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

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

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

**Whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws.

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

1. That the actions of the Council at its Regular meeting held on **March 16, 2021**, with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 16<sup>th</sup> day of March, 2021.

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Mayor

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Clerk