



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

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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 Motion*

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

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

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

*Draft Motion*

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

- a) Regular Meeting of Council – October 3, 2017

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

7.1. *Disposition of Municipal Land – (Firstbrooke Line Road)*

**Requester:** Timmins Forest Products

**Subject Land:** Parcel 9551 SST (Firstbrooke Road)

**Purpose:** Timmins Forest Products owns lands abutting the subject land and wish to access those lots through acquisition of Parcel 9551 SST.

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Danielle Covello, Get Active Programmer – Age Friendly Committee

**Re:** Update on Age Friendly initiatives

*Draft Motion*

Be it resolved that Council acknowledges the presentation from Danielle Covello in regards to Age Friendly initiatives.

10. **Communications**

a) Kim Allen, Program Coordinator – Temiskaming Shores Community Volunteer Income Tax Program

**Re:** Request for Accommodation – Use of Don Shepherdson Memorial Arena and Haileybury Arena

**Reference:** Motion to be presented under New Business

- b) Marc Bedard, Superintendent – Municipal Policing Bureau (OPP)

**Re:** 2018 Annual Billing Statement – 2018 Estimate for Temiskaming Shores is \$2,366,051

**Reference:** Referred to the Treasurer and Police Services Board

- c) Felicity Buckell – Conseil des arts Temiskaming Arts Council

**Re:** Request for Sponsorship – Application to The Temiskaming Foundation

**Reference:** Motion to be presented under New Business

- d) Katelyn Geurtin, Project & Operations Coordinator - FONOM

**Re:** FONOM Press Release – Disappointment with Cancellation of Energy East Pipeline

**Reference:** Received for Information

- e) James M. Diodati, Mayor – City of Niagara Falls

**Re:** Invitation – 65<sup>th</sup> Annual Ontario Small Urban Municipalities Conference & Trade Show

**Reference:** Received for Information

- f) Laura Albanese, Minister of Citizenship and Immigration

**Re:** Invitation – Nominations for the June Callwood Outstanding Achievement Award for Voluntarism

**Reference:** Referred to Senior Staff

- g) Marie-France Lalonde, Minister of Community Safety & Correctional Services

**Re:** Ont. Reg. 363/17 – OPP billing model amended

**Reference:** Police Services Board

- h) Kimberley Larkin, Communications Officer – Northern Ontario School of Medicine

**Re:** Media Release – More than 160 NOSM Doctors practicing in the North

**Reference:** Received for Information

- i) Expert Panel on Public Health – Ministry of Health and Long-Term Care

**Re:** Public Health Report – Public Health within an Integrated Health System

**Reference:** Received for Information

- j) Lynn Dollin, AMO President – Association of Municipalities of Ontario

**Re:** AMO Briefing Note – Response to the Expert Panel on Public Health

**Reference:** Received for Information

- k) Lucille Frith, NEORN Spokesperson – Northern & Eastern Ontario Rail Network

**Re:** 100% of Municipalities north of North Bay provided support for advocacy for return of passenger rail in Northern Ontario

**Reference:** Received for Information

Draft Motion

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

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

*Draft Motion*

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

- a) Minutes of the OCWA Consultation meeting held on September 5, 2017; and
- b) Minutes of the Timiskaming Board of Health meeting held on September 6, 2017;

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

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

**a) 2018 Community Volunteer Income Tax Program**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of a request from the Community Volunteer Income Tax Program;

That Council authorizes the use of the Don Shepherdson Memorial Arena Lobby on Tuesdays and Thursdays from 2 pm to 4 pm from February 27,

2018 to April 19, 2018 for the Community Volunteer Income Tax Program;  
and

That Council authorizes the use of the Haileybury Arena Lobby on Tuesdays and Thursdays from 2 pm to 4 pm from February 27, 2018 to April 26, 2018 for the Community Volunteer Income Tax Program.

**b) Proclamation – 17<sup>th</sup> Annual “Child Care Worker & Early Childhood Educator Appreciation Day”**

Draft Motion

Whereas years of research confirm that the benefits of high quality child care for young children’s intellectual, emotional, social and physical development and later life outcomes; and

Whereas child care promotes the well-being of children and responds to the needs of parents, families and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

Whereas many studies show that trained and knowledgeable Early Childhood Educators and child care staff are the key to quality child care, and that good wages and working conditions are associated with higher job satisfaction and morale, lower staff turnover which leads to high quality education and care;

Therefore be it resolved that Council for the City of Temiskaming Shores does hereby proclaim October 25, 2017 as “**Child Care Worker & Early Childhood Educator Appreciation Day**” in the City of Temiskaming Shores in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.

**c) Administrative Report CGP-017-2017 – Various Appraisals**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-017-2017;

That Council accepts the appraisals for lands at the corner of Roland Road & Raymond Street; Grant Drive (behind the Husky Travel Centre); Bay Street (adjacent to 105 Market Street); and Meridian Avenue (adjacent to the Haileybury Medical Centre) for information purposes; and

That Council confirms the recommendation of the Protection to Persons & Property Committee that the Release of a Request for Proposal for potential developers, as outlined in Resolution No. 2016-335, is no longer required.

**d) Memo No. 029-2017-CS – Municipal Prosecutor – Appointment of Phillip Jones**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 029-2017-CS;

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2006-004 being a by-law to enter into agreements for POA Court Prosecution Services effective December 1, 2017; and

That Council directs staff to prepare the necessary by-law and agreement with Phillip Jones for POA Court Prosecution Services effective December 1, 2017 for consideration at the October 17, 2017 Regular Council meeting.

**e) Memo No. 030-2017-CS – Charitable Sponsorship – Conseil des arts Temiskaming Arts Council**

Draft Motion

Whereas the Conseil des arts Temiskaming Arts Council (CATAC) has applied for funding to The Temiskaming Foundation in the amount of \$2,750 to assist with supporting Pied Piper Kidshows and the SPARC Network presenting their 2016-2017 season; and

Whereas CATAC requires a registered charitable organization to sponsor their application to The Temiskaming Foundation and has requested that the City partner on the said application.

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

**f) Memo No. 031-2017-CS – Winter Maintenance – Chamber of Commerce Parking Lot**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 031-2017-CS for information purposes.

**g) Supplemental Administrative Report No. CS-034-01-2017 – Land Sale – Parcel 9551 SST, Concession 2, North Part of Lot 1, Bucke Twp.**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Supplemental Administrative Report No. CS-034-01-2017; and

That Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with Timmins Forest Products Ltd. as the purchaser and the City of Temiskaming Shores as the vendor for Parcel 9551 SST, Concession 2, Part of Lot 1, Bucke Twp. in the amount of \$30,000 for consideration at the November 7, 2017 Regular Council meeting.

**h) Memo No. 032-CS-2017 – Animal Control Contract**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-032-2017; and

That Council agrees to enter into a 2-year Contract with Prodigal Pets for Animal Control and Pound Services at a rate of \$72,627 per year plus HST; and

That Council directs staff to prepare a By-law to enter into a Contract with Prodigal Pets for Animal Control and Pound Services for consideration at the November 7, 2017 Regular Council meeting.

**i) Memo 005-2017-PPP – Appointment to Emergency Management Program Committee – IT Administrator**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo 005-2017-PPP;

That the position of IT Administrator be hereby appointed to the Emergency Management Program Committee (EMPC) for the City of Temiskaming Shores; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-030 being a by-law to appoint Community Representatives to various Committees and Boards for the 2015-2018 Term of Council appointing Brad Hearn, IT Administrator as a member to the Emergency Management Program Committee (EMPC) for the City of Temiskaming Shores for consideration at the October 17, 2017 Regular Council meeting.

## 16. **By-laws**

### Draft Motion

Be it resolved that:

By-law No. 2017-131 A by-law to authorize the borrowing upon serial debentures in the principal amount of \$4,364,148 towards the cost of the Temiskaming Shores Infrastructure Upgrades Phase 1

By-law No. 2017-132 A by-law to authorize the borrowing upon serial debentures in the principal amount of \$419,397 towards the cost of the North Cobalt Water Stabilization

By-law No. 2017-133 Being a by-law to enter into a Contract Agreement for POA Court Prosecution Services – Phillip Jones

By-law No. 2017-134 Being a by-law to amend By-law NO. 2015-030, as amended being a by-law to appoint community representatives to various Committees and Boards for the 2014-2018 Term of Council – Appointment of members to the Community Emergency Management Program Committee

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2017-131;

By-law No. 2017-132;

By-law No. 2017-133; and

By-law No. 2017-134

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, November 7, 2017 at 6:00 p.m.

b) Regular – Tuesday, November 21, 2017 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

**20. Confirming By-law**

Draft Motion

Be it resolved that By-law No. 2017-135 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 **October 17, 2017** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2017-135 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. **Adjournment**

*Draft Motion*

Be it resolved that City Council adjourns at \_\_\_\_\_ p.m.



**The Corporation of the City of Temiskaming Shores**  
**Regular Meeting of Council**  
**Tuesday, October 3, 2017**  
**6:00 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 Deputy Mayor Whalen at 6:00 p.m.

**2. Roll Call**

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

Present: David B. Treen, Municipal Clerk  
Doug Walsh, Director of Public Works  
Tammie Caldwell, Director of Recreation  
Kelly Conlin, Director of Corporate Series (A)  
Tim Uttley, Fire Chief

Regrets: Mayor Carman Kidd and Councillor Hewitt

Media: Bill Buchberger, CJTT 104.5 FM  
Darlene Wroe, Temiskaming Speaker

Members of the Public Present: 2

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

None.

**4. Approval of Agenda**

Resolution No. 2017-386

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

**Carried**

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

None.

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

Resolution No. 2017-387

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

- a) Regular Meeting of Council – September 19, 2017

**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) Bill Brookfield, member – New Liskeard Lion's Club

**Re:** Wabi River Kayak Challenge – Thank You

Mr. Brookfield indicated that he would like to present a small plaque on behalf of the New Liskeard Lion's Club to the City of Temiskaming Shores in recognition and support for the first annual Wabi River Kayak Challenge.

Mr. Brookfield outlined that the first annual was a good success and they hope to learn from this one as they plan for the second annual scheduled to be held on August 17<sup>th</sup> & 18<sup>th</sup>, 2018.

Deputy Mayor Whalen thanked Mr. Brookfield for the plaque.

## 10. **Communications**

a) Jenita Naylor, Hope Box Team

**Re:** Request for Proclamation – October 15<sup>th</sup> as “Pregnancy and Infant Loss Awareness Day”

**Reference:** Motion to be presented under New Business

b) Candy K. Beauvais, Clerk-Treasurer – Municipality of Killarney

**Re:** Request for Support – proposed changes to Ambulance Act and Fire Protection & Prevention Act

**Reference:** Received for Information

c) Théo Noel de Tilly, Manager (Small Business Enterprise Centres) – Ministry of Northern Development and Mines

**Re:** Enterprise Temiskaming – Amendment No. 1 to extend operations to March 31, 2019

**Reference:** Motion under New Business

d) Sheila Olan-Maclean, President – Ontario Coalition for Better Child Care

**Re:** Request – Proclaim Child Care Worker & Early Childhood Educator Appreciation Day

**Reference:** Received for Information

### Resolution No. 2017-388

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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

**Carried**

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

Resolution No. 2017-389

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the New Liskeard Business Improvement Area Board meeting held on September 12, 2017;
- b) Minutes of the Temiskaming Mayors Action Group meeting held on September 9, 2017;
- c) Minutes of the Temiskaming Shores Public Library Board meeting held on June 21, 2017; and
- d) Minutes of the Temiskaming Shores Public Library Board meeting held on September 5, 2017.

**Carried**

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

Resolution No. 2017-390

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

- a) Minutes of the Protection to Persons and Property Committee meeting held on August 31, 2017.
- b) Minutes of the Public Works Committee meeting held on August 31, 2017; and
- c) Minutes of the Building Maintenance Committee meeting held on August 31, 2017.

**Carried**

### 13. **Reports by Members of Council**

Councillor Jelly reported on the following:

- **OPSBA:** Recently attended Ontario Police Services Board Association meeting in Toronto. There was a strong consensus of the board need to make sure members of the Police Services Board have good training in the new Act. Will be in Timmins later this week at a local zone meeting at which the Chief Executive Officer of the OPSBA and Police Services advisor will be attendance as guest speakers.

Councillor McArthur reported on the following:

- **NEORA:** Last week the Northeastern Ontario Recreation Association held its annual meeting here in Temiskaming Shores with great guest speakers and topics. Awards were presented to two local individuals, Jack Morin and Al Roy. Congratulated staff on putting on a successful convention.

Deputy Mayor Whalen reported on the following:

- **NOSM:** Attended a social meet and greet with some faculty members and students from the Northern Ontario School of Medicine. One thing that stood out is how enthusiastic students are about our area and hospital.
- **NOBA:** Attended the Northern Ontario Business Awards last week held in Timmins. Mayor Kidd accepted an award on behalf of the Northern Ontario Pavilion for the Prospectors and Developers Association of Canada event held in Toronto.

### 14. **Notice of Motions**

None.

### 15. **New Business**

#### a) **Proclamation – Teachers of English as a Second Language Week 2017**

*Resolution No. 2017-391*

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Whereas the Province of Ontario has welcomed many people from around the world who have chosen this province as the place to start a new life in Canada; and

Whereas many of these immigrants undertake to learn English in order to communicate with their fellow Ontarians, allowing them to start the process of building productive and rewarding lives in their new country; and

Whereas this diverse and multifaceted group of learners of English as a Second Language can be found throughout all levels of society in Ontario, whether they are students in school, teachers, researchers, caregivers, volunteers and workers, business owners and employees, professionals and labourers, all benefit from instruction in English as a Second Language and use that new knowledge to contribute to this province on an ongoing basis; and

Whereas the professional organization “Teachers of English as a Second Language” (TESL) Ontario hosts a conference each fall in Toronto that features professional development in the form of workshops, keynote speakers and diverse presentations for teachers of English as a Second Language to develop, update and expand their knowledge base, skills and abilities to aid newcomers to our province in their efforts to acquire English language skills.

Now therefore be it resolved that Council of the City of Temiskaming Shores does hereby proclaim October 29<sup>th</sup> to November 4<sup>th</sup>, 2017 as “**English as a Second Language Week**” in the City of Temiskaming Shores.

**Carried**

**b) Support – Timiskaming Board of Health – Provincial Alcohol Strategy**

Resolution No. 2017-392

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Whereas the Ontario Public Health Association (OPHA) Alcohol Workgroup recently created an advocacy package highlighting the ongoing modernization of retail alcohol sales in Ontario; and

Whereas the workgroup prepared a briefing note, template cover letter and infographic to help engage senior leadership and Boards of Health to help facilitate advocacy efforts on this issue; and

Whereas the Timiskaming Board of Health prepared and considered a briefing in regards to the Provincial Alcohol Strategy which states in part “***In light of the absence of a provincial alcohol strategy and the modernization of retail alcohol sales in Ontario, several Boards of Health have recently passed resolutions supporting the call for a comprehensive province-wide strategy***”; and

Whereas the Timiskaming Board of Health adopted a motion supporting the Ontario Public Health Association Advocacy package to call on the Government of Ontario to fulfil its commitment to develop a comprehensive, province-wide, evidence-based strategy to minimize harm and support the safe consumption of alcohol.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby supports the Timiskaming Board of Health and petitions the Government of Ontario to fulfill its commitment to develop a comprehensive, province-wide, evidence-based strategy to minimize harm and support the safe consumption of alcohol.

**Carried**

**c) Support – Bill 141: The Pregnancy and Infant Loss Research and Care Act – Pregnancy and Infant Loss Awareness Day**

Resolution No. 2017-393

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas in December 2015 the Government of Ontario passed Bill 141 – The Pregnancy and Infant Loss Research and Care Act with one of the key features being the declaration of October 15<sup>th</sup> as Pregnancy and Infant Loss Awareness Day in Ontario; and

Whereas hundreds of communities are helping to raise awareness of this important day through proclamations; and

Whereas since October 2013 Hope Box has been providing grief support resources for families who have experienced pregnancy and infant loss through many community partnerships; and

Whereas there are 18 Hope Box Teams across Canada and more than 300 Hope Boxes have been given out at no cost to such families in Northern Ontario by the Hope Box Team in Swastika.

Now therefore be it resolved that Council of the City of Temiskaming Shores does hereby proclaim October 15<sup>th</sup> as “**Pregnancy and Infant Loss Awareness Day**” in the City of Temiskaming Shores.

**Carried**

**d) Additional approval of attendance to the Rural Ontario Municipalities Association (ROMA) Conference – January 21-23, 2018**

Resolution No. 2017-394

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council of the City of Temiskaming Shores approves the attendance of Mayor Kidd to the Rural Ontario Municipalities Association (ROMA) Conference scheduled for January 21 to January 23, 2018 in Toronto; and

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

**Carried**

**e) Enterprise Temiskaming – Amendment No. 1 to extend operations to March 31, 2019**

Resolution No. 2017-395

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of correspondence from the Ministry of Northern Development and Mines (MNDM) in regards to Amendment No. 1 to extend the operations of Enterprise Temiskaming to March 31, 2019; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2014-194 being an agreement with MNDM for the operation of Enterprise Temiskaming Small Business Enterprise Centre in accordance with Amendment No. 1 for consideration at the October 3, 2017 Regular Council meeting.

**Carried**

**f) January to September 2017 – Capital Projects Financial Report**

Resolution No. 2017-396

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to September 2017 Year-to-Date Capital Report for information purposes.

**Carried**

**g) Memo No. 027-2017-CS – Amendment No. 2 – By-law No. 2016-144 – FedNor Funding – New Liskeard Library**

Resolution No. 2017-397

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 027-2017-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2016-144 being an agreement under the Canada 150 Community Infrastructure Program for upgrades to the Temiskaming Shores Library – New Liskeard Branch to extend the completion date to March 31, 2018.

**Carried**

**h) Memo No. 028-2017-CS – Federation of Canadian Municipalities – Funding Approval – Municipal Asset Management Program**

Resolution No. 2017-398

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 028-2017-CS; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with the Federation of Canadian Municipalities under the Municipal Asset Management Program for Mobile Sensing Roads Assessment and GIS Based Software Analytics Platform to an upset limit of \$49,754 for consideration at the October 3, 2017 Regular Council meeting.

**Carried**

**i) Administrative Report No. CS-036-2017 – Lease Agreement – Dr. Brittany Barron – Haileybury Medical Centre**

Resolution No. 2017-399

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-036-2017; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Doctor Brittany Barron for the rental of 442 square feet of office space in the Haileybury Medical Centre from November 1, 2017 to

October 31, 2019 at a rate of \$13.17 per square foot and to apply a Consumer Price Index (CPI) increase annually for the term of the lease for consideration at the October 3, 2017 Regular Council meeting.

**Carried**

**j) Memo No. 017-2017-PW – Contract Change Orders for Pedersen Construction (2013) Inc. and exp Services – Temiskaming Shores Infrastructure Upgrade Project**

Resolution No. 2017-400

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 017-2017-PW;

That Council approves Appendix 01 to Memo No. 017-2017-PW being a Contract Change Order in the amount of \$107,300 plus applicable taxes to alleviate surcharging issues at the New Liskeard Lagoon to Pedersen Construction (2013) Inc.; and

That Council approves Appendix 02 to Memo No. 017-2017-PW being a Contract Change Order in the amount of \$12,215 plus applicable taxes for the design to alleviate surcharging issues at the New Liskeard Lagoon to exp Services.

**Carried**

**k) Administrative Report No. PW-034-2017 – 2017-2018 Winter Operations Plan**

Resolution No. 2017-401

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-034-2017 and more specifically Appendix 01 - Proposed 2017-2018 Winter Operations Shift Schedule;

That Council directs Staff to finalize the 2017 – 2018 Winter Operations Plan and prepare the necessary by-law for consideration at the October 3, 2017 Regular Council meeting; and

That Council directs the Director of Public Works to advise staff in the Public Works Department, in writing, of the intent to commence the Winter

Operations Schedule on or about Sunday, November 12, 2017 and conclude on or about Friday, April 13, 2018.

**Carried**

**I) Highway 11 Two + One Pilot Project**

Resolution No. 2017-402

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Whereas a resolution was circulated on October 6, 2015 requesting support for the four-laning of Highway 11 from North Bay to Cochrane, which was supported by 34 municipalities from Northeastern Ontario; and

Whereas meetings were held with the Ministry of Transportation (MTO) and the Ontario Provincial Police (OPP) to review traffic counts and other statistics; and

Whereas the MTO informed the Committee that we did not meet the requirements for MTO to consider four-laning this portion of Highway 11; and

Whereas OPP findings showed that accidents were spread out over the entire length of the highway and not just in certain high risk areas, with 15% involving Commercial Motor Vehicles, causing death or injuries; and

Whereas Highway 11 is the preferred truck route connecting Ontario to Manitoba and Western Canada and almost all goods and services travel by truck through the Timiskaming and Cochrane Districts; and

Whereas the amount of transports and tourist traffic has been steadily increasing over the last few years, raising safety issues for those using this two-lane highway; and

Whereas when major accident investigations occur the road is closed down for periods of 8 to 10 hour, with no detours being available in many areas, resulting in isolation of our residents; and

Whereas the two plus one roads program has been successful in many European countries.

Now therefore be it resolved that the Council of City of Temiskaming Shores firmly endorses and petitions the Government of Canada, the Government of Ontario and the Ministry of Transportation to develop a pilot project involving a two plus one roads program, somewhere between North Bay and Cochrane; and

Further, that this resolution be sent to the Temiskaming Municipal Association (TMA), the Northeastern Ontario Municipal Association (NEOMA), the Federation of Northern Ontario Municipalities (FONOM) and all municipalities in the Nipissing, Timiskaming and Cochrane Districts for their support; and

Further that all resolutions of support be copied to the City of Temiskaming Shores for submission to the Members of Parliament of Nipissing-Timiskaming and Cochrane-James Bay; the Members of Provincial Parliament for Nipissing, Timiskaming-Cochrane and Timmins-James Bay; the Premier of Ontario; and the Minister of Transportation.

**Carried**

**16. By-laws**

Resolution No. 2017-403

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that:

By-law No. 2017-097 Being a by-law to enter into an Agreement with Agnico Eagle Mines Limited for the disposal of Waste from the Cobalt Lode Site at the Haileybury Landfill Site

be hereby introduced and given first and second reading.

**Recorded Vote**

**For Motion**

Councillor Foley  
Councillor Laferriere  
Councillor McArthur  
Deputy Mayor Whalen

**Against Motion**

Councillor Jelly

**Carried**

Resolution No. 2017-404

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2017-097 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Recorded Vote**

**For Motion**

Councillor Foley  
Councillor Laferriere  
Councillor McArthur  
Deputy Mayor Whalen

**Against Motion**

Councillor Jelly

**Carried**

**Resolution No. 2017-405**

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that:

**By-law No. 2017-125** Being a by-law to adopt the 2017-2018 Winter Operations Plan for the City of Temiskaming Shores

**By-law No. 2017-126** Being a by-law to amend By-law No. 2016-144 to extend the Funding Agreement with FedNor under the Canada 150 Community Infrastructure Program for upgrades to the New Liskeard Branch Library until March 31, 2018

**By-law No. 2017-127** Being a by-law to enter into a lease agreement with Dr. Brittany Barron for the rental of space at the Haileybury Medical Centre

**By-law No. 2017-128** Being a by-law to amend By-law No. 2014-194 to extend the Agreement with the Ministry of Northern Development and Mines for the operation of Enterprise Temiskaming Small Business Enterprise Centre until March 31, 2019

**By-law No. 2017-129** Being a by-law to enter into a funding agreement with the Federation of Canadian Municipalities (FCM) under the Municipal Asset Management Program for Mobile Sensing Roads Assessment and GIS Based Software Analytics Platform

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2017-406

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2017-125;

By-law No. 2017-126;

By-law No. 2017-127;

By-law No. 2017-128; and

By-law No. 2017-129

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, October 17, 2017 at 6:00 p.m.

b) Regular – Tuesday, November 7, 2017 at 6:00 p.m.

**18. Question and Answer Period**

None.

**19. Closed Session**

None.

**20. Confirming By-law**

Resolution No. 2017-407

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2017-130 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 **October 3, 2017** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2017-408

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that By-law No. 2017-130 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2017-409

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that City Council adjourns at 6:42 p.m.

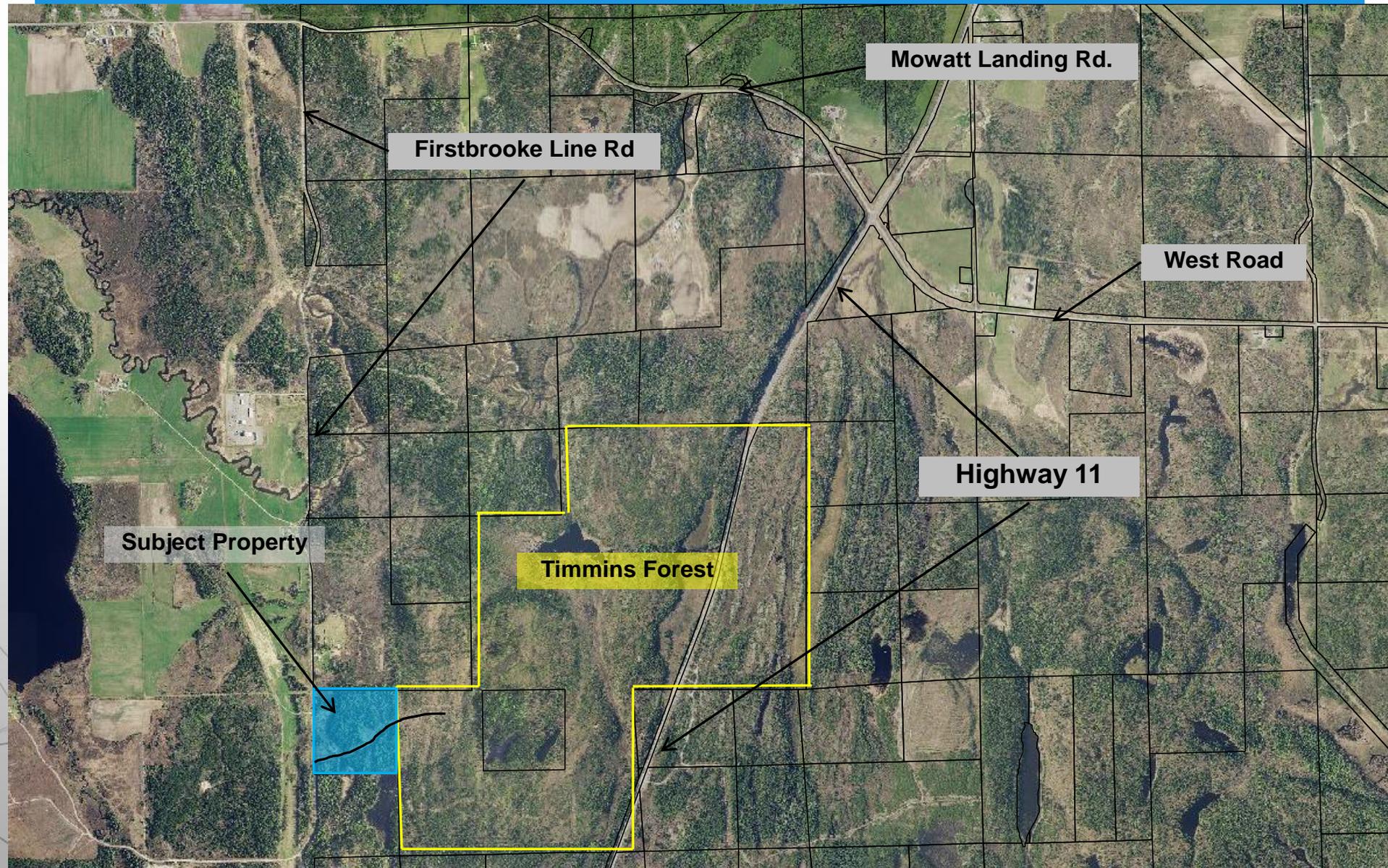
**Carried**

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Mayor – Carman Kidd

---

Clerk – David B. Treen



Mowatt Landing Rd.

Firstbrooke Line Rd

West Road

Highway 11

Subject Property

Timmins Forest

# Acquisition of Municipal Land



## Background

- Timmins Forest Products (TFP) provided correspondence, dated July 31, 2017 seeking a long term agreement for access across Pcl. 9551 SST to have access to their property from Firstbrooke Line Road;
- The request was circulated for comment to appropriate departments and a Confidential Administrative Report was prepared for Council's consideration at the September 19, 2017 Regular meeting (Closed session);
- Council provided direction to staff correspond with TFP on a direct sale at a Fair Market price of \$30,000.



# Acquisition of Municipal Land

- TFP is willing to enter into a Purchase and Sale Agreement for the subject land at the purchase price of \$30,000;

## Disposition of Land By-law No. 2015-160

### Sec 3 – Disposal Method

Recommend a direct sale;

### Sec 4 – Determination of Value

Value of land based on assessed values of similar properties in the immediate area. Recommend each party to pay their own legal fees;

### Sec 6 – Public Notice

Notice of this meeting was posted on the City's website on October 10, 2017.

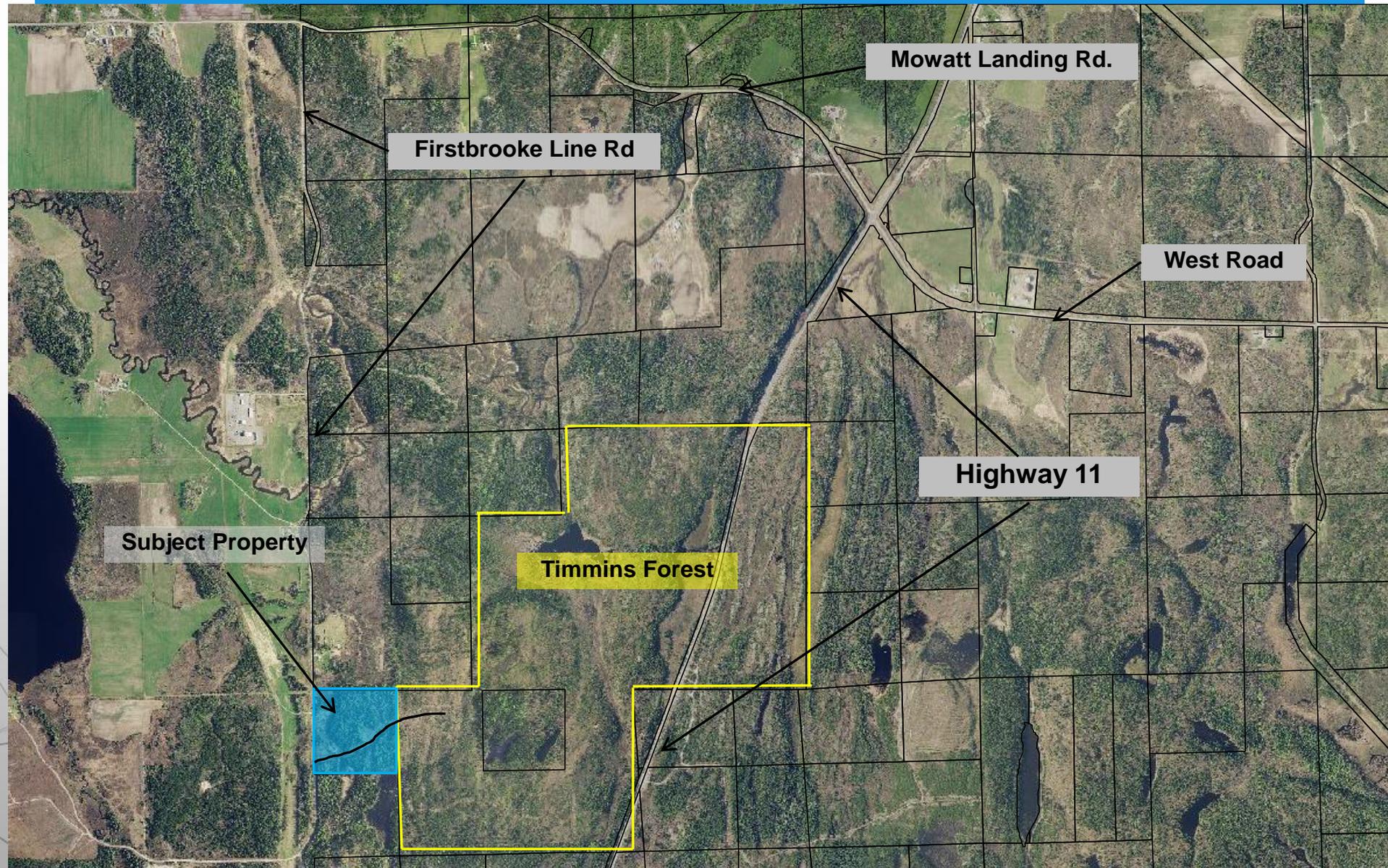
October 17, 2017

# Acquisition of Municipal Land



## **Next Steps** – *conditional on public input*

- Administrative Report to be considered later in the Regular Council meeting with a recommendation to enter into a Purchase and Offer agreement with Timmins Forest Products



Mowatt Landing Rd.

Firstbrooke Line Rd

West Road

Highway 11

Subject Property

Timmins Forest

437 Amwell St.  
P.O. Box 1436  
Haileybury, Ontario  
P0J 1K0  
[ashaler@fibreop.ca](mailto:ashaler@fibreop.ca)

September 27, 2017

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

Re: Community Volunteer Income Tax Program  
Request for Accommodation

Dear Mayor and Council:

Once again, our group is looking for space for the above program during the upcoming tax season. As you know, this is a non-funded, volunteer-driven, free service that is provided to residents of modest income in our area.

We are requesting your approval to utilize the lobbies at the Don Shepherdson Memorial Arena in New Liskeard and at the Haileybury Arena. We would like to hold our tax clinics as follows:

Don Shepherdson Memorial Arena	February 27 – April 19, 2018 Tuesdays and Thursdays, 2-4 pm
Haileybury Arena	February 27 - April 26, 2018 Tuesdays and Thursdays, 2-4 pm

Please feel free to contact me if you require further information or have any questions.

Yours sincerely,

Kim Allen  
Temiskaming Shores CVITP

Ontario  
Provincial  
Police

Police  
provinciale  
de l'Ontario



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

777 Memorial Ave. 777, avenue Memorial  
Orillia ON L3V 7V3 Orillia ON L3V 7V3

Tel: 705 329-6140 Tél. : 705 329-6140  
Fax: 705 330-4191 Téléc.: 705 330-4191

File Reference: 612-20

September 27, 2017

Dear CAO/Treasurer,

Please find attached the OPP municipal policing 2018 Annual Billing Statement package.

In accordance with information communicated to all municipalities in Fall 2016 regarding the delays in the settlement of collective agreement salary rates, this year's billing package includes statements for the year-end reconciliations of both the 2015 and 2016 calendar years. Final cost adjustments calculated as a result of the 2015 and 2016 annual reconciliations have been included as adjustments to the amount being billed to the municipality during the 2018 calendar year.

The current uniform and civilian collective agreements are in effect for years 2015 through 2018 and include a 1.75% annual general salary increase, effective January 1, 2018. This rate increase has been incorporated into the 2018 Annual Billing Statement.

The property counts used for the calculation of the 2018 Base Service cost excludes certain commercial and industrial (C&I) property counts (i.e. wind turbine, solar properties) in agreement with *O. Reg. 267/14* revisions addressed this year in consultation with municipalities. In total 5,330 (0.047%) C&I properties were removed from the 2018 count for the province.

The final reconciliation of the 2018 annual costs will be included in the 2020 Annual Billing Statement.

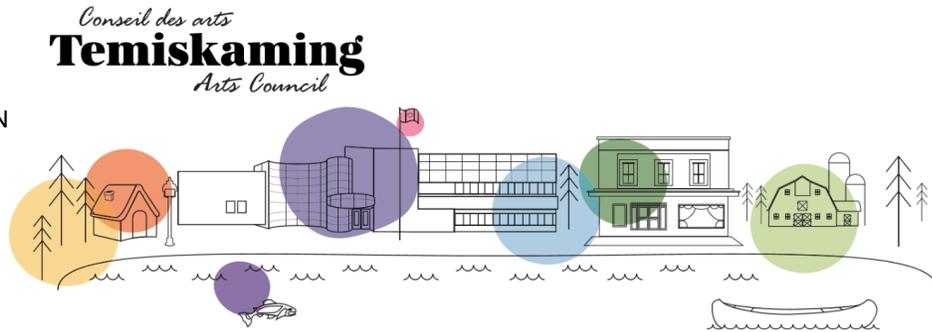
For more detailed information on the 2018 property count description update and the 2018 Annual Billing Statement package please refer to resource material available on the internet, [www.opp.ca/billingmodel](http://www.opp.ca/billingmodel). Further, the Municipal Policing Bureau will be hosting webinar information sessions in October. An e-mail invitation will be forwarded to the municipality advising of the session dates.

If you require French versions of this communication or have questions about the Annual Billing Statement material please email [OPP.MPB.Financial.Services.Unit@OPP.ca](mailto:OPP.MPB.Financial.Services.Unit@OPP.ca).

Yours truly,

M.M. (Marc) Bedard  
Superintendent  
Commander,  
Municipal Policing Bureau

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



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

Tuesday October 3, 2017

Dear Mayor and Council,

The Conseil des arts Temiskaming Arts Council (CATAC) is applying to The Temiskaming Foundation for funding in the amount of \$2,750 to assist with supporting Pied Piper Kidshows and the SPARC Network (based in Haliburton, Ontario) to organize a conference in Cobalt for rural performing arts, SPARC Symposium 2018, that will be attended by over 120 individuals (mostly from across Ontario, but also from across Canada). As an umbrella arts organization, CATAC would like to involve our local visual artists in the conference, and so would like to invite them to submit paintings on canvas around the theme of the conference, and display the works at the main venue of the Symposium.

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

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

Sincerely,

Felicity Buckell  
Conseil des arts Temiskaming Arts Council



## **FONOM Disappointed with Decision to Cancel Energy East**

**October 10, 2017 – Kirkland Lake, ON** - The Federation of Northern Ontario Municipalities (FONOM) is disappointed with the decision to cancel the proposed Energy East pipeline project as announced on October 5, 2017 by TransCanada.

The proposed Energy East project, which included approximately 3,000 kilometres of existing pipeline to be converted and 1,500 kilometres of new pipeline, would have had significant socio-economic benefits within Northern Ontario. Communities would have experienced job creation as well as economic activity through the purchase of goods and services during the development and construction phase and during the long-term operation of the pipeline.

Also troubling are the negative impacts to the environment as a result of the cancellation of the Energy East proposal. Transporting oil by pipeline is a much more environmentally sound method of transportation rather than by rail or truck and there is less risk of a spill. Pipelines must adhere to high environmental regulations and safety standards.

“The negative impact to municipalities will be felt not only in Northern Ontario but also across Canada,” said Mayor Al Spacek of Kapuskasing and President of FONOM. “Canada will be forced to continue to import oil from foreign nations, including those that have deplorable human rights violations,” continued Spacek.

“Environmentalists will claim this as a victory but in fact, this is a serious detriment to the safety and security of our communities. There is no question when you factor in the negative effects on the environment and potential for dangerous spills, shipping by rail or truck is statistically less safe than by pipeline.”

-30-

For More Information:  
Mayor Al Spacek  
FONOM President  
705-335-0001

Mayor Jim Diodati



City Hall  
4310 Queen Street  
P.O. Box 1023  
Niagara Falls, ON L2E 6X5  
niagarafalls.ca  
Tel (905) 356-7521 Ext. 4201  
Fax (905) 374-3357  
[jdiodati@niagarafalls.ca](mailto:jdiodati@niagarafalls.ca)

October 5, 2017

Dear Delegate(s):

On behalf of the City of Niagara Falls, I extend a warm welcome to you and cordially invite you to join us, May 2-4, 2018 for the 65<sup>th</sup> Annual Ontario Small Urban Municipalities Conference & Trade Show.

I know that the OSUM Conference Planning Committee is working to insure that matters affecting the small urban communities of Ontario are addressed and given the attention and support needed so that, through consultation with the provincial and federal governments, we can build stronger and more vibrant communities.

Niagara is well-known throughout the province for its tourism industry, its beautiful parks and amenities, both natural and man-made; world class wineries, accommodations, restaurants and entertainment. We are one of 12 municipalities comprising the Niagara Region, with a residential population of 86,000, offering a unique powerhouse of diversity to its residents, businesses, and 15+ million annual visitors.

In addition to tourism, Niagara Falls is also a sought after strategic location for businesses because of its proximity to the United States via the Rainbow, Whirlpool, and Queenston-Lewiston bridges, three major airports as well as the metropolitan areas of Toronto and Hamilton.

Thank you for the opportunity to tell you just a little about Niagara Falls. As Mayor of the host community for the 2018 OSUM Conference & Trade Show, and on behalf of City Council, I hope your plans include joining us in Niagara Falls for an incredibly good time and a great learning and networking opportunity. To register, visit [OSUM.ca](http://OSUM.ca) for details.

See you in Niagara Falls – May 2 to 4, 2018!

Yours truly,

Mayor James M. Diodati



Ministry of Citizenship  
and Immigration

Minister

6<sup>th</sup> Floor, 400 University Avenue  
Toronto ON M7A 2R9  
Tel.: 416 325-6200  
Fax: 416 325-6195

Ministère des Affaires civiques  
et de l'Immigration

Ministre

400, avenue University, 6<sup>e</sup> étage  
Toronto ON M7A 2R9  
Tél. : 416 325-6200  
Télééc. : 416 325-6195



September 2017

Dear Colleagues,

It is my pleasure to invite you to submit a nomination for the **June Callwood Outstanding Achievement Award for Voluntarism.**

Volunteers are the backbone and strength of communities across Ontario. This award recognizes the exceptional leadership, innovation and creativity in voluntarism and community service that contribute to a strong and dynamic province. Recipients of this award may include individual volunteers, volunteer groups, or volunteer management individuals or groups from a not-for-profit or charitable organization.

**To submit a nomination for this award:**

1. Visit [ontario.ca/honoursandawards](http://ontario.ca/honoursandawards).
2. Select the **Volunteering** category.
3. Click on **June Callwood Outstanding Achievement Award for Voluntarism.**
4. Download the PDF form.
5. Read the eligibility criteria and instructions carefully.
6. Fill out the form and submit it **no later than December 5, 2017.** Instructions for submitting your nomination package can be found on the website.

To ensure that outstanding volunteers and volunteer managers across the province receive the recognition they deserve, please share this information with your constituents. This invitation has also been distributed to volunteer and community organizations, libraries, municipalities and regional provincial government offices.

If you have questions about this program, please call 416-314-7526, toll free 1-877-832-8622, TTY 416-327-2391, or email [ontariohonoursandawards@ontario.ca](mailto:ontariohonoursandawards@ontario.ca).

Thank you for your support of this important recognition program.

Sincerely,

A handwritten signature in cursive script that reads 'Laura Albanese'.

Laura Albanese  
Minister

**Ministry of Community Safety  
and Correctional Services**

Office of the Minister

25 Grosvenor Street  
18<sup>th</sup> Floor  
Toronto ON M7A 1Y6  
Tel: 416-325-0408  
Fax: 416-325-6067

**Ministère de la Sécurité communautaire  
et des Services correctionnels**

Bureau de la ministre

25, rue Grosvenor  
18<sup>e</sup> étage  
Toronto ON M7A 1Y6  
Tél. : 416-325-0408  
Télééc. : 416-325-6067



**MC-2017-2413  
By e-mail**

**OCT 05 2017**

**MEMORANDUM TO:** Mayors and Heads of Council

**FROM:** Marie-France Lalonde  
Minister of Community Safety and Correctional Services

**SUBJECT:** Regulation made under the *Police Services Act* to amend the Ontario Provincial Police (OPP) billing model has been filed as: O. Reg. 363/17

---

I am pleased to advise you that the regulation that amends the OPP billing model to exclude certain structures/property codes identified from the Commercial and Industrial (C&I) count was approved and filed. The regulation is O. Reg. 363/17. The amendments exclude properties from the OPP billing calculation within the following categories:

- Passive renewable energy structures, e.g., wind turbines, solar facilities;
- Structures where there are rarely any interactions with the public, owner or a representative/employee and do not typically contribute to policing requirements, e.g., communication towers, billboards;
- Structures that are considered to be part of a larger infrastructure system, e.g., tunnels, bridges; and
- Federal or provincial parks, or in some cases, vacant properties such as vacant federally/provincially owned lands.

This amended list of structures/property codes will now be used to calculate your 2018 base service billings for proactive policing by the OPP. You may access the regulation through e-laws under the following link: <https://www.ontario.ca/laws/regulation/140267>

Your 2018 Annual Billing Statement has been provided to your CAO, to give you time to prepare for the changes in advance of the January 1, 2018 implementation date.

Through the June 2017 online survey and the August 2017 Technical Tables, the ministry was able to receive feedback that has been incorporated into the regulation amendments. Through our review, broader concerns about the overall OPP billing model were also raised.

As a result of your feedback, my ministry will now turn its attention to the five-year review of the OPP billing model, with review recommendations to be finalized by the end of 2019.

Page 2

During the review process, municipalities will have the opportunity to provide input on the billing model, which will help inform recommendations for potential changes to the model. I look forward to working with you in the months ahead.

A handwritten signature in black ink, appearing to read 'M. Lalonde', written in a cursive style.

Marie-France Lalonde  
Minister

c: Municipal Chief Administrative Officers  
Association of Municipalities of Ontario  
Municipal Clerks



All Northern Ontarians are encouraged to read NOSM's Report to Northern Ontario. This report will also be available in clinics and waiting rooms across Northern Ontario. Hard copies can be requested by contacting NOSM's Communications Unit at [communications@nosm.ca](mailto:communications@nosm.ca) or [807-766-7452](tel:807-766-7452). In addition, any interested parties are welcome to contact to the School to inquire about how they can get involved in supporting NOSM and its partners in improving the health of Northern Ontario.

# Public Health within an Integrated Health System

Report of the Minister's Expert Panel on Public Health

June 9, 2017



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# I. About the Expert Panel

In January 2017, the Minister of Health and Long-Term Care established an Expert Panel on Public Health to provide advice on structural, organizational and governance changes for Ontario's public health sector within a transformed health system.

## Mandate

As part of their recommendation, the Expert Panel was asked to consider:

1. The optimal organizational structure for public health in Ontario to:
  - ensure accountability, transparency and quality of population and public health programs and services
  - improve capacity and equity in public health units across Ontario
  - support integration with the broader health system and the Local Health Integration Networks (LHINs) – the organizations responsible for planning health services
  - leverage public health's expertise and leadership in population health-based planning, decision-making and resource allocation, as well as in addressing health equity and the social determinants of health.
2. How best to govern and staff the optimal organizational structure.

## Membership

Members were chosen for their knowledge, expertise and perspectives and appointed by Order in Council. They were appointed as individuals and not as representatives of organizations or associations.



**Dr. David Williams**  
Chief Medical Officer of  
Health, Ontario



**Susan Fitzpatrick**  
Chief Executive Officer,  
Toronto Central Local  
Health Integration  
Network (LHIN)



**Dr. Valerie Jaeger**  
Medical Officer of  
Health, Niagara Region  
Public Health



**Dr. Laura Rosella**  
Canada Research Chair in  
Population Health Analytics,  
Assistant professor,  
Dalla Lana School of Public  
Health, UofT



**Solomon Mamakwa**  
Health Advisor,  
Nishnawbe Aski Nation



**Dr. Nicola J. Mercer**  
Medical Officer of  
Health and CEO,  
Wellington-Dufferin-  
Guelph Public Health



**Gary McNamara**  
Mayor of the Town of  
Tecumseh,  
Chair of the Windsor  
Essex Health Unit



**Carol Timmings**  
Director, Child Health  
and Development,  
Chief Nursing Officer,  
Toronto Public Health



**Dr. Jeffrey Turnbull**  
Chief of Staff,  
The Ottawa Hospital,  
Chief - Clinical Quality,  
HQO

## Desired Outcome: A Strong Public Health Sector within an Integrated Health System

It is the view of the Expert Panel that Ontario will benefit most from a highly skilled public health sector embedded and highly visible in communities across the province. Public health will continue to nurture strong relationships with municipal governments and other local organizations to positively influence the social determinants of health; and create safe, supportive, healthy environments. Its work will be overseen by boards that reflect the perspectives and diversity of local communities and municipalities and share and promote a strong commitment to public health.

The public health workforce in all parts of the province will have access to specialized public health knowledge and resources. Public health practitioners will share a commitment to evidence-based practice and achieving population health outcomes.

The work of public health will be guided by provincial policy and legislation, and supported by province-wide efforts to collect and analyze data on health status. Public health will continue to champion health equity, identifying groups within the population whose health is at risk and developing targeted universal programs so that all Ontarians have equal opportunity for good health outcomes. Public health will also ensure that Indigenous communities have an active voice.

At the same time, the public health sector will have the capacity to work much more effectively with the rest of the health system. Its understanding of local health needs will help identify health system priorities and shape health policy and services. Stronger relationships with other parts of the health system will make it easier to integrate health protection and promotion into all health services. Working with other parts of the health system, public health will identify more effective ways to deliver population level interventions that will improve health and reduce health inequities.

Ontarians will recognize and value the work of public health and will access local public health programs and services within an integrated health system.

### Goals of Patients First

- Effective integration of services and greater equity
- Timely access to, and better integration of, primary care
- More consistent and accessible home & community care
- Stronger links to population and public health
- Inclusion of Indigenous voices in health care planning

## Principles Guiding the Panel's Work

To guide its work and deliberations, the Expert Panel developed the following principles:

- The strong independent public health voice and core public health functions will be preserved and leveraged to help reorient the health system.
- The local strengths of public health – including relationships with municipal and other community partners – will be maintained and enhanced to support integrated planning and service delivery.
- The federal government will continue to have responsibility for health services for Indigenous people in Ontario, including First Nations communities; however Ontario's public health sector also has a responsibility to protect and promote Indigenous health and to ensure Indigenous partners have an active voice.
- Being part of an integrated health system will create opportunities to enhance capacity and improve efficiency— some services may be delivered more effectively by or through other parts of the system.
- Form follows function: structural changes will be based on a clear understanding of the public health sector's role in an integrated health system.
- The organization and distribution of public health expertise, resources and services will reflect local needs and priorities.
- Boundary changes will be necessary to align public health with LHINs, and to support systems planning.

## Process and Deliberations

To fulfill its mandate, the Expert Panel:

- reviewed background information, including past reports on Ontario's public health sector
- examined the functions of public health at the regional, local, and provincial levels
- reviewed the current organization of the health system
- discussed possible models and scenarios for reorganizing public health based on input received during consultation for Patients First, and various other submissions, letters, etc.
- looked at ways to align services and determine geographical boundaries
- reviewed the literature on various leadership roles and structures and models for governance
- discussed the potential implications for legislation, including the *Health Protection and Promotion Act* and the *Local Health System Integration Act*, and others.

## II. The Opportunity

### Public Health as Part of an Integrated Health System

As part of Patients First, all health programs and services – hospitals, home and community care, primary care and public health – are strengthening connections and working together to enhance Ontarians’ health and well-being at all ages and stages of life.

Historically, public health and health care have operated as distinct systems. Public health largely focuses on the health of populations and providing upstream community-wide interventions, while health care services are designed to diagnose, treat, and improve individual health outcomes. A key goal of Patients First is to strengthen linkages and partnerships between the health care system and public health.

Close collaboration and formalized relationships between public health and LHINs will mean that:

- A population health approach will be integrated into local planning and service delivery across the continuum of health care
- health services will address and be responsive to population health needs and will seek to promote health and achieve health equity
- health promotion, health protection and health care will be more connected
- public health services and other health services will be better integrated

### Preparing Public Health for its role in an Integrated Health System

To maximize its impact in the transformed system, public health must change and the health system must adapt to allow and support true integration.

Over the past year, three public health transformation initiatives have been focused on addressing key questions that will help public health be an effective partner in an integrated health system:

1. **What is the work of public health?**  
The **modernization of the Ontario public health standards** will provide a renewed framework for public health programs, services, and accountability in the 21st century.
2. **What is the role of public health in integrated planning?**  
The **public health work stream** is a collaboration between public health and LHINs working to provide guidance on formal engagement parameters for LHINs and public health across the province.
3. **How should public health be organized across the province to function effectively within an integrated system?**  
The **Expert Panel on Public Health** was asked to provide advice on what the structure and governance of public health should be to enhance its capacity to fulfill its health promotion and protection role and work effectively with partners within a transformed health system.

## The Impact of Public Health within an Integrated System

What impact will the strengthened relationship between public health and LHINs have on all health system partners and on Ontarians?

### **Strong relationships outside the health system to protect and promote health.**

Public health works with municipal governments, community organizations, schools, and local services outside the health system – to influence the social, environmental and structural factors that can lead to poor health. Public health can broker relationships between health care, social services, municipal governments, and other sectors to create healthier communities.

### **More focus on the social determinants of health and greater health equity.**

Some Ontarians are at greater risk of poor health because of social determinants such as poverty, precarious housing, poor working conditions, and a lack of social support networks. Public health can embed a population health approach into health service planning and delivery to close these health gaps and enhance health equity.

### **More comprehensive targeted health interventions.**

Although chronic diseases are among the most common and costly health problems facing Ontarians, they are also among the most preventable. Interventions targeting chronic disease risk factors can be successful in mitigating and preventing the burden of chronic diseases. Public health can identify high risk communities and offer targeted interventions that can prevent or delay the onset of these diseases and their complications.

### **Better care pathways and health outcomes.**

A person's ability to follow a care pathway after surgery or treatment is affected by factors outside the health system. For example, if an individual is discharged from the hospital and returns to precarious housing and food security challenges, their recovery will be negatively impacted and they may have a higher likelihood of being re-admitted to the hospital than someone who has stable housing and access to healthy food. Public health can help the health system develop care pathways that take into account the social factors that affect health outcomes.

### **Greater recognition of the value of public health.**

With public health as part of an integrated health system, Ontarians will better understand the importance of investing in health protection and promotion across the life course. They will see how public health benefits themselves, their families and their communities and, at the same time, helps contain health care costs and make the universal health care system more sustainable.

Improving access to care is one priority for the integrated system, but the vision of Patients First is much broader. It is also about promoting health, reducing health disparities and helping all Ontarians lead long healthy lives.

# III. A Strong Public Health Sector in an Integrated System

The impetus for the Expert Panel’s work is the government’s Patients First Strategy. The key question for the Expert Panel was how to best organize public health to function effectively within an integrated system. However, the Expert Panel also viewed their task as an opportunity to strengthen the public health sector and support more efficient and effective operations.

Members worked to identify an optimal structure and governance model for public health in Ontario for the 21<sup>st</sup> century and beyond. In developing recommendations, the Expert Panel did not attempt to “retrofit” the current system.

## 1. The Optimal Organizational Structure for Public Health

### Background

Ontario currently has 36 public health units. They range in size from 630 to 266,291 square kilometres. The smallest serves only 34,246 people dispersed over a geographic area as large as France, while the largest serves 2,771,770 people concentrated within 630 square kilometres. (See Appendix A: map showing current health unit areas and LHIN boundaries)

Public health units are responsible for delivering programs and services in accordance with standards established by the Ministry of Health and Long-Term Care. Public health units are responsible for identifying local health priorities and population needs and addressing those that fall within their mandate. Much of the work in public health is done in close collaboration with municipal partners. There is a cost-sharing relationship between the Ministry of Health and Long-Term Care and municipalities for delivery of public health programs and services.

Key strengths of the public health sector include its focus on health protection, health promotion, and health equity, its local presence, relationship with municipalities, its highly trained workforce, its collaborative relationships outside the health care system, and its in-depth understanding of and capacity to assess population-level health.

Challenges of the current structure – particularly felt in smaller health units – include a lack of critical mass and surge capacity and challenges recruiting and retaining key skilled public health personnel, which make it difficult to deliver equitable services across Ontario. A lack of mechanisms to coordinate across health units and lack of alignment with LHINs also make it challenging to collaborate, share resources and maximize effectiveness both within the public health sector and within the broader health system.

## Criteria

The Expert Panel's goal was to recommend an organizational structure for public health that would:

- Maintain a strong independent public health sector within an integrated health system
- Relate effectively with the LHINs to influence health system planning
- Enhance public health's strong local presence and effective relationships with municipalities
- Ensure Ontarians continue to have access to public health programs and services in their communities
- Create public health organizations large enough to achieve critical mass and retain public health personnel and resources to efficiently operate services in all parts of the province
- Allow for clear definition of public health functions and roles at the provincial, regional and local levels, in order to make more effective use of public health expertise and resources
- Enhance public health practice and ensure more consistent implementation of the public health standards across the province
- Foster collaboration/coordination within the public health sector and with the rest of the health system.

Members of the Expert Panel agreed with findings and observations of a series of reviews over the past 20 years, which all determined that Ontario's public health sector would be stronger if:

- \* there were fewer health units with greater capacity
- \* there was a consistent governance model
- \* the sector was better connected to other parts of the health system.

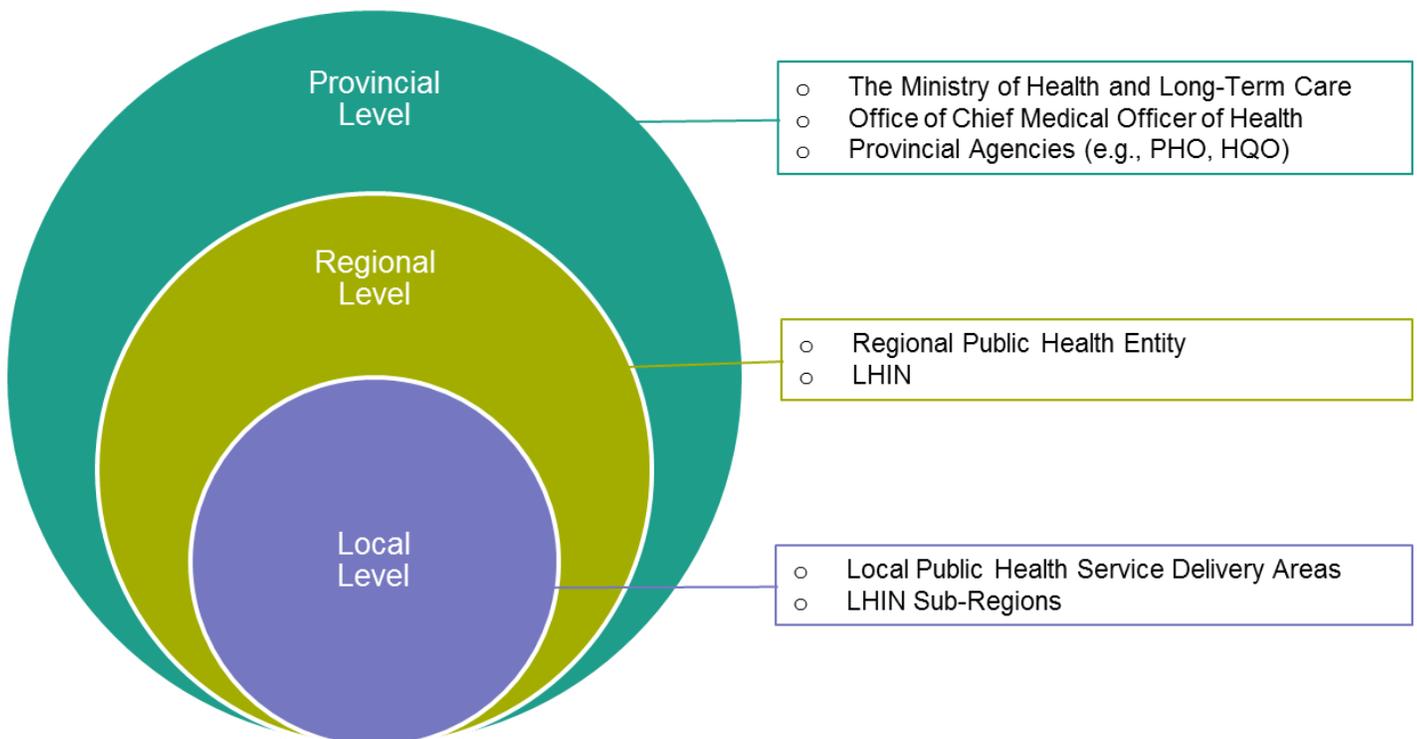
## Responsibilities and Functions

To ensure strong local programs and services, every effort should be made to locate the right mix of management and program staff in local communities. Depending on the size of the communities/populations they serve, local service delivery sites may have public health physicians, directors, managers/program leads, front-line staff and staff responsible for using local population health data to develop local initiatives that are reflective of community needs.

The optimal locations for regional and local public health activities should be determined within the region and based on the distribution of the population and geography. The regional public health entity could potentially look for opportunities to co-locate public health services with other health and/or municipal services, thereby increasing the potential for service integration.

Table 1 on pages 12 –15 outlines public health responsibilities and functions at provincial, regional and local levels.

**Figure 1: Organizations Described at Each Level**



**Table 1: Public Health Responsibilities and Functions**

Category	Function	Regional	Local	Provincial	LHIN
Corporate Services	<b>Funding and Accountability</b>	<ul style="list-style-type: none"> <li>• Accountability agreements with province</li> <li>• Performance management approach</li> <li>• Accountability for local public health entities</li> </ul>	<ul style="list-style-type: none"> <li>• Continuous quality improvement</li> <li>• Performance management initiatives</li> </ul>	<ul style="list-style-type: none"> <li>• Transfer payments</li> <li>• Overall provincial accountability with 14 regions</li> </ul>	
	<b>Human Resource Management</b>	<ul style="list-style-type: none"> <li>• Workforce strategy</li> <li>• Human resource policies and procedures</li> </ul>	<ul style="list-style-type: none"> <li>• Local oversight</li> <li>• Staff development</li> </ul>	<ul style="list-style-type: none"> <li>• 100% funded positions (e.g., social determinants of health nurses)</li> <li>• Medical Officer of Health/ Associate compensation</li> </ul>	
	<b>Administrative</b>	<ul style="list-style-type: none"> <li>• Risk management</li> <li>• Procurement</li> <li>• Service level agreements</li> <li>• Facilities planning and administration</li> </ul>	<ul style="list-style-type: none"> <li>• Local facilities management and input</li> </ul>		
	<b>Communications</b>	<ul style="list-style-type: none"> <li>• Strategic communication planning</li> <li>• Guidelines for use of relationships with media channels</li> <li>• Guidelines for public reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Local issues management and correspondence with the media</li> <li>• Strategies for educating community partners and the public</li> </ul>		
	<b>Information technology</b>	<ul style="list-style-type: none"> <li>• Corporate IT</li> </ul>			

**Table 1: Public Health Responsibilities and Functions (continued)**

Category	Function	Regional	Local	Provincial	LHIN
Performance, Quality, and Analytics	<b>Surveillance and Monitoring</b>	<ul style="list-style-type: none"> <li>Collect and consolidate pertinent health-related data</li> <li>Detect and notify of health events</li> <li>Appropriate reporting of data to province, local offices, LHINs, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Apply surveillance data to guide public health policy and strategies</li> <li>Document impact of an intervention or progress towards specified public health targets/goals</li> <li>Investigation and confirmation of cases or outbreaks</li> <li>Coordination and sharing of information with LHIN sub-regions</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing, systematic collection, analysis and interpretation of health-related data</li> </ul>	<ul style="list-style-type: none"> <li>Receive surveillance information and assist with dissemination</li> </ul>
	<b>Information Management</b>	<ul style="list-style-type: none"> <li>Responsible for common regional systems</li> <li>Decision making</li> <li>Data governance</li> </ul>	<ul style="list-style-type: none"> <li>Systems designed to address local needs</li> </ul>	<ul style="list-style-type: none"> <li>Centralized data systems</li> <li>Data governance</li> </ul>	<ul style="list-style-type: none"> <li>Potential integrated databases</li> </ul>
	<b>Performance and Evaluation</b>	<ul style="list-style-type: none"> <li>Regional metrics and dashboards</li> <li>Data repository</li> <li>Inform /contribute to LHIN planning</li> </ul>	<ul style="list-style-type: none"> <li>Local data collection and insights</li> <li>Application of data in local planning and delivery</li> <li>Program accountability</li> <li>Quality of practice</li> </ul>	<ul style="list-style-type: none"> <li>Provincial dashboards</li> <li>Provincial level data</li> <li>Coordination of data sharing with other jurisdictions and First Nations</li> </ul>	<ul style="list-style-type: none"> <li>Coordination/ bridging work with public / population health data</li> </ul>
	<b>Research</b>	<ul style="list-style-type: none"> <li>Set research priorities</li> <li>Lead and/or participate in regional research projects</li> <li>Review and incorporate research and evaluation findings into planning</li> </ul>	<ul style="list-style-type: none"> <li>Conduct research projects</li> <li>Help inform research priorities</li> <li>Partner with other organizations undertaking research</li> <li>Stay up to date on latest studies</li> <li>Ongoing program review and evaluation</li> </ul>	<ul style="list-style-type: none"> <li>Set research priorities</li> <li>Research grants</li> </ul>	<ul style="list-style-type: none"> <li>Interpretation of population health research to inform planning</li> </ul>

**Table 1: Public Health Responsibilities and Functions (continued)**

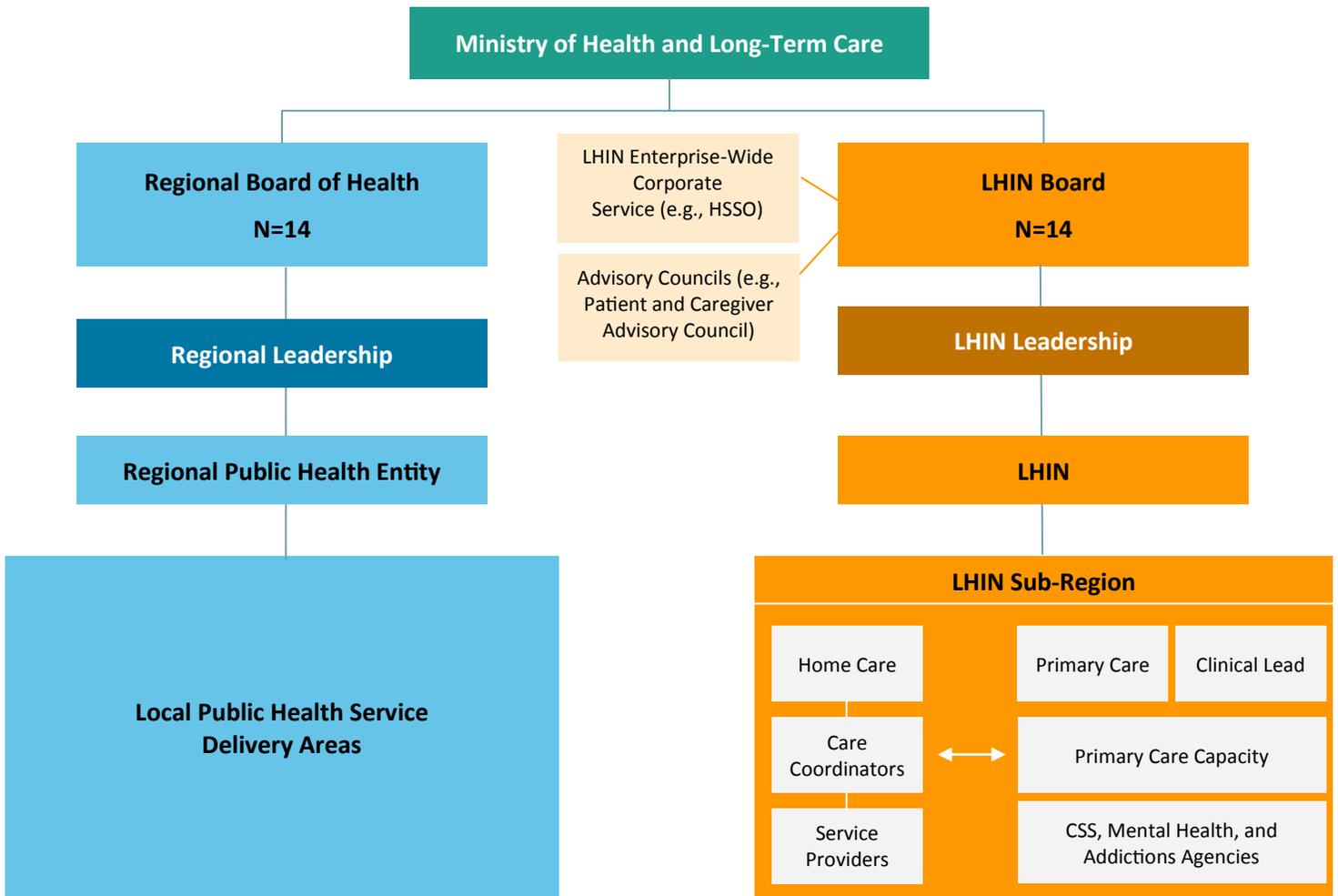
Category	Function	Regional	Local	Provincial	LHIN
Public Health Practice (Programs and Services)	Planning	<ul style="list-style-type: none"> <li>• Annual service plan</li> <li>• Strategic plan</li> <li>• Health equity lens</li> <li>• Corporate planning</li> <li>• Resource allocation planning</li> </ul>	<ul style="list-style-type: none"> <li>• Operational plans</li> <li>• Implementation plans</li> <li>• Provide context, data, and costing inputs</li> <li>• Local perspective and considerations (including First Nations)</li> </ul>	<ul style="list-style-type: none"> <li>• Review and approve annual service plan</li> <li>• Mandate letters</li> <li>• Program and policy planning</li> </ul>	<ul style="list-style-type: none"> <li>• Regional input and alignment with other health services</li> <li>• Service planning</li> </ul>
	Delivery	<ul style="list-style-type: none"> <li>• Management of after-hours on-call system</li> </ul>	<ul style="list-style-type: none"> <li>• Implementation</li> <li>• Ongoing program and service delivery</li> <li>• Coordination of after-hours on-call system</li> </ul>	<ul style="list-style-type: none"> <li>• Provincial program implementation and oversight</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinated delivery / optimization of services</li> </ul>
	Coordination	<ul style="list-style-type: none"> <li>• Work with leadership at all levels of government, throughout the public health organization, the 13 other regional MOHs, the LHIN, and across sectors</li> <li>• Functional integration and consistency with LHIN business plan</li> </ul>	<ul style="list-style-type: none"> <li>• Work with local leadership to execute public health services and delivery</li> <li>• Participation on local committees and in community meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Chair provincial public health table with MOHs</li> <li>• Provide guidance and leadership on public health topics and issues</li> </ul>	<ul style="list-style-type: none"> <li>• Functional integration and consistency with public health business plan</li> </ul>

**Table 1: Public Health Responsibilities and Functions (continued)**

Category	Function	Regional	Local	Provincial	LHIN
Strategic Engagement	Health System	<ul style="list-style-type: none"> <li>LHIN (cross-linkages)</li> <li>Health regulatory colleges</li> </ul>	<ul style="list-style-type: none"> <li>LHIN sub-regions (when applicable)</li> <li>Primary care</li> <li>Hospitals</li> </ul>	<ul style="list-style-type: none"> <li>Public health accountability and reporting to province</li> <li>Receive information/direction/mandates from province (when applicable)</li> </ul>	<ul style="list-style-type: none"> <li>Information sharing</li> <li>Inform planning at a LHIN and LHIN sub-region level</li> <li>Consultation through LHIN committees (when applicable)</li> <li>Routine collaboration between public health and LHIN leadership (at both regional and local/LHIN sub-region levels)</li> <li>Other health service providers e.g., hospitals, Community Health Centres and Family Health Teams</li> </ul>
	Public Health System	<ul style="list-style-type: none"> <li>Chief Medical Officer of Health</li> <li>Other MOHs and CNOs</li> <li>Academic / research institutions</li> <li>Public Health Ontario</li> <li>Associations</li> </ul>	<ul style="list-style-type: none"> <li>Regional public health</li> <li>Other public health units</li> <li>Academic / research institutions</li> </ul>	<ul style="list-style-type: none"> <li>Regional MOHs (e.g., standing meetings)</li> </ul>	<ul style="list-style-type: none"> <li>MOHs</li> </ul>
	Governments	<ul style="list-style-type: none"> <li>Province</li> </ul>	<ul style="list-style-type: none"> <li>Municipality</li> </ul>	<ul style="list-style-type: none"> <li>Federal government</li> <li>First Nations</li> <li>Agencies</li> </ul>	<ul style="list-style-type: none"> <li>Province</li> </ul>
	Cross-Sector	<ul style="list-style-type: none"> <li>Leadership from all social determinants of health disciplines (e.g., environment, transportation, housing, children and youth services)</li> </ul>	<ul style="list-style-type: none"> <li>Local community and social services</li> <li>Education, transportation, housing, settlement, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Health in all policies approach</li> </ul>	<ul style="list-style-type: none"> <li>Social services</li> <li>Community and home care</li> <li>Family services</li> <li>Community and recreation services</li> </ul>

**Figure 2: Proposed End State — Public Health within an Integrated Health System**

The Expert Panel recommends that Ontario establish 14 regional public health entities .



The proposed structure of 14 regional public health entities will allow public health to:



The Expert Panel believes that having fewer regional public health entities will result in more frequent and effective interactions among regional medical officers of health and between regional medical officers of health and the province. At the same time, maintaining local public health delivery areas will ensure a strong local presence and effective relationships with municipalities.

For the proposed structure to succeed, it will be essential to establish strong working relationships, develop effective communication mechanisms and undertake shared projects and activities:

- within each regional public health entity
- between the regional public health entity and the municipalities in the region
- between the regional public health entity and the LHIN
- among the regional public health entities
- with the province.

## 2. Optimal Geographic Boundaries

### Background

Ontario's existing 36 public health units are organized based mainly on municipal boundaries. The current configuration of health unit areas make it difficult to operate as a unified system with LHINs and other health system partners following LHIN boundaries.

The current organization of public health units has a negative impact on the capacity of smaller health units. Boundary changes are necessary to enhance public health capacity and effectiveness, and to help public health be more integrated with the rest of the health system. At the same time, it is important to maintain the strengths associated with public health's close relationship with municipalities.

### Criteria

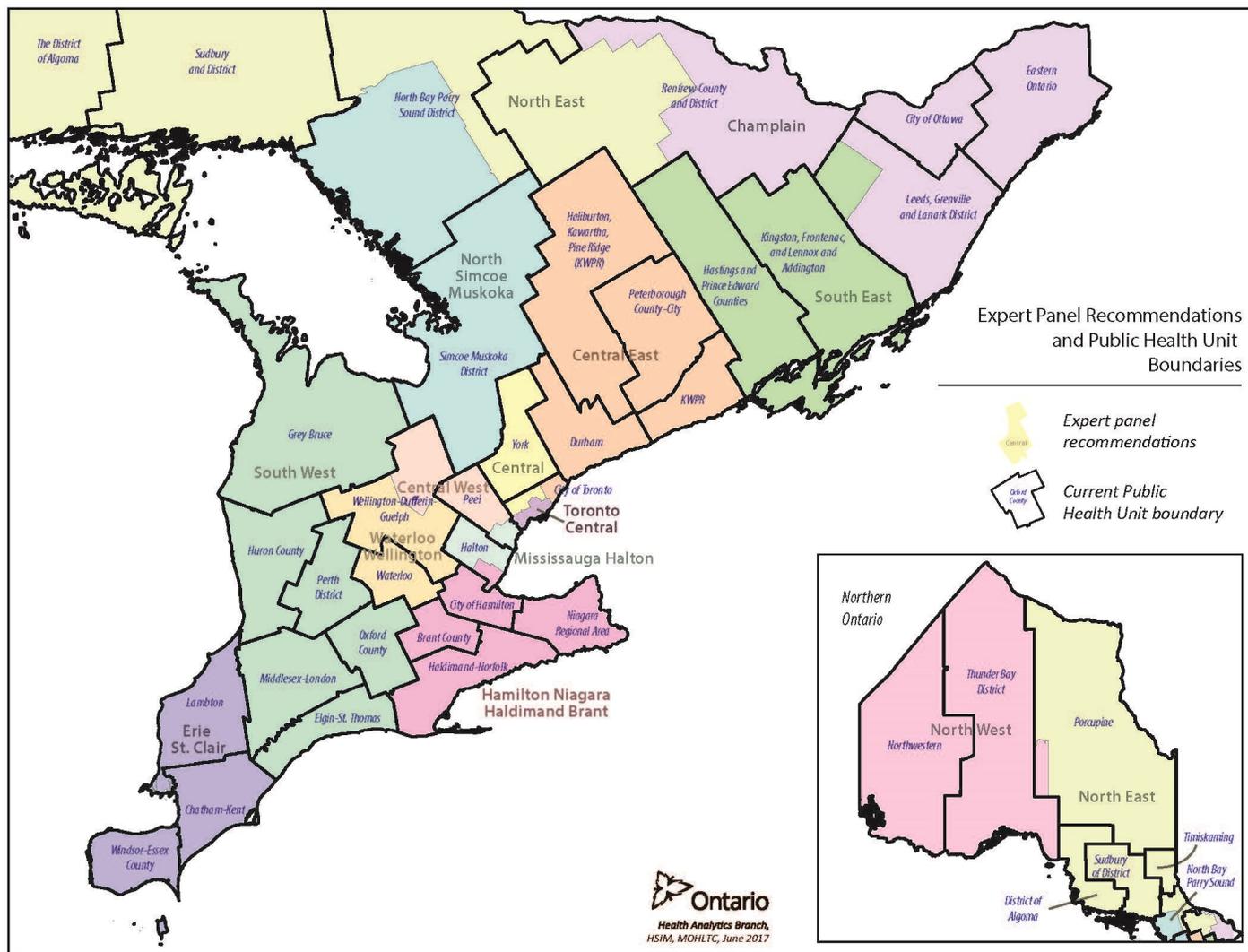
To determine the number of regional public health entities and their recommended geographic boundaries, the Expert Panel used the following criteria:

- create regional public health entities that would serve a large enough population to achieve critical mass to be able to operate efficiently and effectively and attract skilled staff
- support effective linkages with LHINs by aligning with LHIN boundaries
- respect municipal boundaries and relationships as much as possible
- whenever feasible, move existing health units in their entirety into the same regional health entity catchment area
- when it is not feasible to move entire existing health units together, divide health units based on municipal boundaries

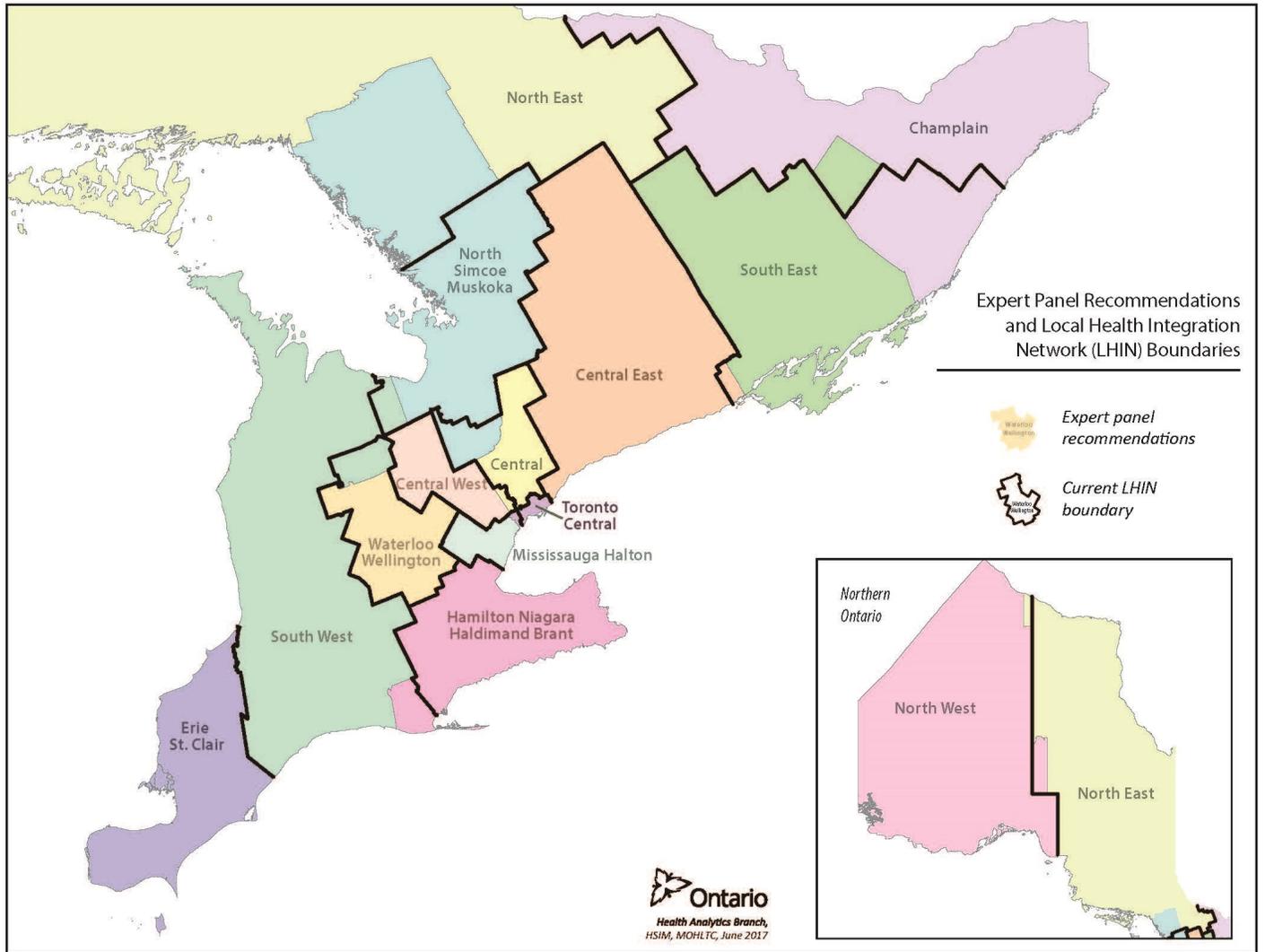
## Proposed Geographic Boundaries

The Expert Panel recommends that Ontario establish catchment areas for the 14 regional public health entities that are consistent with LHIN boundaries and respect existing municipal boundaries.

**Figure 3: Proposed Boundaries Mapped Against Current Public Health Unit Boundaries**



**Figure 4: Proposed Boundaries Mapped Against Current LHIN Boundaries**



With the recommended boundaries, the populations served by the regional public health agencies would range from about 0.25 million to 1.8 million.

## 3. Optimal Leadership Structure

### Background

The proposed regional public health entities will be complex multi-million dollar organizations with staff spread across multiple local sites. The leadership structure and the quality and competence of public health leaders will be critical to the success of the proposed organizational structure.

Public health units of the future will require leaders with broad-based skills that encompass strong demonstrated organizational and business management, relationship management, strategic planning and performance management skills as well as extensive public health experience.

The literature indicates that, for large health organizations, a single leader as opposed to a joint leadership model is more effective – when the leader has the right mix of experience and competencies. It also indicates that it is essential for that single leader to have both content expertise – in this case, public health knowledge – and management expertise.

### Criteria

The Expert Panel's goal was to propose a leadership structure that would:

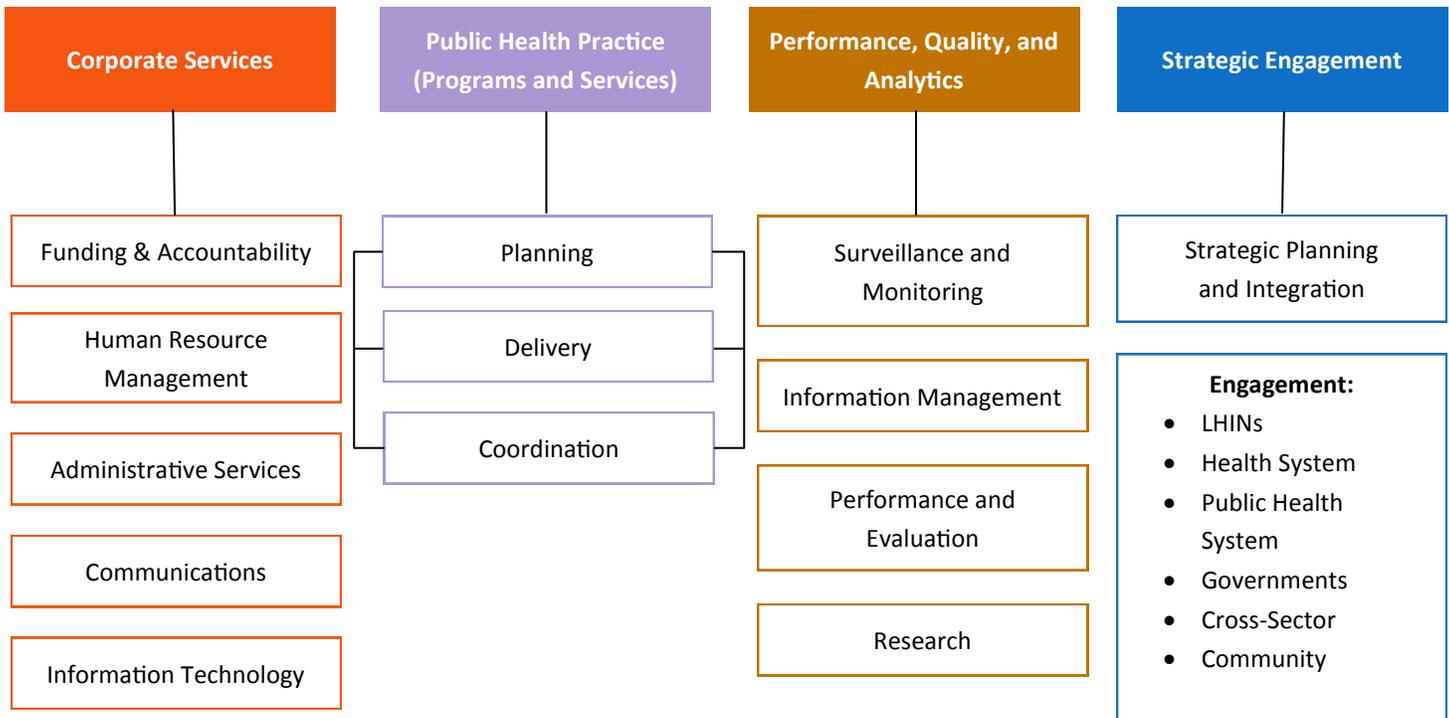
- Reflect best practices in the leadership of health organizations
- Reinforce and capitalize on strong public health/clinical skills
- Be able to support geographically distributed programs and staff
- Maintain strong expertise and skills at both the regional and local levels
- Capture all the roles and functions of current leaders
- Operate efficiently and effectively

# Proposed Leadership Structure

Figure 5: Proposed Leadership Considerations

Regional Public Health Entity		Local Public Health Service Delivery Areas	
<b>CEO</b>	<ul style="list-style-type: none"> <li>• Direct report to the Board of Health</li> </ul>	<b>Local Medical Officer of Health</b>	<ul style="list-style-type: none"> <li>• Local public health physician</li> <li>• Report to regional Medical Officer of Health</li> <li>• Number—variable, e.g., based on population and geography</li> </ul>
<b>Regional Medical Officer of Health</b>	<ul style="list-style-type: none"> <li>• Public health physician</li> <li>• Ability to report directly to the Board of Health on matters of public health and safety</li> </ul>	<b>Local Public Health Program and Service Management</b>	<ul style="list-style-type: none"> <li>• E.g., nursing leadership, public health inspection management, etc.</li> <li>• Program managers</li> <li>• Multi-disciplinary teams</li> </ul>
<b>Senior Public Health Leadership</b>	<ul style="list-style-type: none"> <li>• E.g., nursing (Chief Nursing Officer), associate medical officers of health, other content-specific leaders, corporate management (e.g., Chief Administrative Officer, Chief Operating Officer, Chief Information Officer, etc.)</li> </ul>		

## Regional Public Health Entity—Functional Departments



## 4. An Optimal Approach to Governance

### Background

All public health units are governed by a board of health. While the *Health Protection and Promotion Act (HPPA)* requires that all health units be governed by a board of health, the legislation does not set out a specific model of governance. Currently, public health governance models vary considerably across the province (i.e., some are autonomous boards, others are part of the structure of the municipal or regional government). While variation is not necessarily a problem in and of itself, it can result in inequities.

A number of reviews and reports have highlighted challenges with current public health governance, including the wide variety of governance models, gaps in skills on some boards and challenges with both provincial and municipal appointments to the boards. Over time, this may affect public health's ability to work effectively with the LHIN boards, which have a consistent governance model.

Although the HPPA sets out a process for appointing members of the boards of health that reflect both the municipal and provincial responsibility for public health (i.e., some members are appointed by the municipalities and some by the Ministry of Health and Long-Term Care through orders in council), there are no specific requirements related to the skills or experience that board members should have. As a result, there are significant skill gaps on some boards of health.

In terms of appointing board members, boards of health experience high vacancy rates among provincial appointees. Vacant seats can make it difficult for boards to optimally function. Furthermore, there can be gaps in appointment of elected municipal officials as a result of elections.

### Criteria

The Expert Panel's goal was to recommend a public health governance structure that would:

- Ensure greater consistency in governance of public health
- Maintain public health autonomy and independence
- Maintain a strong municipal voice and representation
- Relate effectively to LHIN boards
- Reflect best practices in governance
- Address issues related to board vacancies
- Reinforce the roles and responsibilities of board members
- Ensure accountability and effective oversight

## Proposed Governance Model

The Expert Panel recommends that Ontario establish a consistent governance structure for regional boards of health in Ontario with the following features:

	Board of Health Governance Characteristics
Governance	Free-standing autonomous board
	Consideration for appropriate secretariat support for board operations
Appointees	Municipal members (formula for representation to be defined in Regulations – e.g., by population, by upper tier etc.)
	Provincial appointees (including OIC appointments for specific position(s) such as board chair, vice chair, finance – to be nominated by the board)
	Citizen members (municipal appointees)
	Other representatives (e.g., education, LHIN, social sector, etc.)
Size	Varied: 12-15 members
Indigenous Representation	Meaningful opportunity for representation to ensure Indigenous partners have an active voice (based on population demographics)
Francophone Representation	Representation for the Francophone community (based on population demographics)
Diversity and Inclusion	Boards should reflect the communities which they serve, including but not limited to inclusion of: <ul style="list-style-type: none"> <li>• Gender and sexual orientation</li> <li>• Visible minorities</li> <li>• Lived experience</li> <li>• Diverse ages</li> </ul>
Qualifications	Skills-based
	Experience
Appointment Process	Flexibility for combination of provincial and local appointments (for non-specific positions) to address varying capacity across province
Board Compensation	Apply consistent approach for board member compensation
	Consideration of equitable compensation across public boards (e.g., public health, LHINs, agencies, etc.)
Committees	Establishment of standing committees (e.g., good governance and nomination committees, finance and audit, HR, etc.) to be defined in Regulations
	Committees are responsive to community needs
Succession Planning and Implementation	Staggered transition/appointments for new board structures
	Tenure
	Targeted recruitment

## Considerations for Proposed Regional Board of Health

The regional board of health should be small enough to be efficient but large enough to support strong standing committees (i.e., governance, finance/audit, quality). The literature shows that doing certain work in standing committees is more functional and effective than doing it as an entire board.

The goal is to attract highly skilled and competent individuals who will speak for the interests of public health to serve on the board. It is critical that:

- the board have the right mix of skills, competencies, and diverse perspectives
- all board members understand and accept their role
- the boards have a process to manage attendance and to remove people from the board who are not fulfilling their responsibilities.

Furthermore, when recruiting members to the regional board of health, the governance committee should look specifically for people who want to work on a team and share a commitment to improving the health of the population.

Because of past challenges with timing Order in Council (OIC) appointments, the Expert Panel recommends a smaller number of provincial appointees; however, to ensure accountability to the provincial government, those seats should be key positions (e.g., chair, vice-chair, chair of the finance/audit committee). The governance committee should recommend the candidates for OIC appointments, and those candidates should be able to include elected municipal officials.

To address continuity of service challenges with municipal officials, the Expert Panel recommends that when an elected official appointed to the board of health is not re-elected, he or she continue to serve on the board of health until the municipality makes a new appointment. Municipalities should also be encouraged to appoint a mix of elected officials and members of the community to ensure diversity and continuity, and to reduce the challenges elected officials may experience balancing their municipal responsibilities with their responsibilities for public health.

# IV. Implementation Considerations

The Expert Panel recognizes that if implemented, the recommendations will mean large organizational change for the sector. The Expert Panel was not asked to make specific recommendations about implementation, however, they have identified elements that should be considered in developing an implementation plan.

## Legislation

The proposed health unit boundary changes and implementation of regional public health entities will have implications for public health and other related legislation. A detailed analysis will be required to determine how much of the proposed structure and governance model will require legislative amendments.

## Funding

While public health funding was not within the scope of the Expert Panel’s mandate, they have flagged that the current public health funding model may be a barrier to implementing the proposed structure.

Under the HPPA, municipalities have legislated authority for public health and provincial funding for public health is discretionary. Public health units receive an annual grant from the Ministry of Health and Long-Term Care— and the amount the province contributes has varied over the years.

The Ministry of Health and Long-Term Care provides funding for:



- up to 75% of ministry approved allocations



- 100% of certain programs, such as Healthy Smiles Ontario, the Infectious Disease Control Initiative, nursing initiatives and the Smoke-Free Ontario Strategy



- 100% of services in unorganized territories (i.e., areas without municipal organizations)

Municipalities provide funding for:



- at least 25% of ministry approved allocations (many provide more)



- other public health programs and services— beyond those provincially mandated

The ministry’s contribution recognizes the challenges many municipalities – particularly smaller ones – face in funding public health services.

The proposed shift from local health units, whose costs are shared by local municipalities, to a regional public health entity will likely raise questions about the funding obligations of each municipality in the region.

As part of implementation planning, the ministry will need to re-visit funding constructs in order to implement the recommendations.

## Transition Planning/Change Management

The proposed structure will have a significant impact on the 36 existing health units and boards of health. Although the transition may be more straightforward for the public health units that move in their entirety into a regional health entity than for those divided across two or more regional agencies, all will require assistance with change management. Given the complex nature of municipal government (i.e., upper tier, lower tier, independent), it may be helpful to engage consultants with a strong track record in change management to help with transition planning.

The transition from the current 36 local boards of health to a smaller number of regional boards of health will have particular implications for municipalities and municipal members. It is important that the new board structure recognize and protect municipal interests, while recognizing the potential for competition for municipal seats.

To ensure greater consistency across the province, it may be helpful to work with the Association of Ontario Municipalities to develop the criteria for municipal representation on the new regional boards.

## Effective Linkages with LHINs and the Health System

During its deliberations, the Expert Panel identified a number of strategies that, in its view, could enhance linkages with LHINs, such as:

- potential cross appointments (or ex-officio) to the regional Board of Health and the LHIN board
- regular meetings between the Regional Board of Health chair and the LHIN board chair
- regular meetings between public health and LHIN leadership as well as shared projects and activities.

Structured relationships will also be necessary with all health system partners including primary care, hospitals, and home and community care to develop stronger linkages between disease prevention, health promotion and care, maximize system efficiencies and support a fully integrated health system.

# Appendix



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**To:** AMO Membership  
**Date:** October 12, 2017  
**Subject:** AMO's Response to the Expert Panel on Public Health

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**ISSUE:** AMO does not support the recommendations of the Expert Panel on Public Health as outlined in the report, Public Health within an Integrated Health System, released on July 20, 2017. In the AMO President's correspondence, AMO demands that the government not change the public health system as recommended. The President's letter dated October 12, 2017 is included in this note in Appendix A.

## SUMMARY OF AMO'S RESPONSE:

AMO does not support the recommendations of the Expert Panel on Public Health. We urge the Minister of Health and Long-Term Care and the provincial government not to adopt the recommendations given there is no clear evidence to justify such changes to the public health system. Integrating public health within the health care system would completely change and dilute over time the mandate of the local public health system.

## ANALYSIS:

If the Expert Panel recommendations are implemented it will completely change the public health system and place it within the health care system. Neither the Expert Panel nor the Ministry have provided analysis on the implications of integrating from either a patient, program/service, or cost benefit analysis perspective. There is no solid empirical foundation provided to support the proposed change.

Many within the municipal sector are very opposed to integration of public health within the broader health care system for many reasons:

- Public Health will lose its local focus – even if there are local public health service delivery areas.
- The Public Health Units in Regional and Single-Tier municipal governments are fully integrated into the municipal system – regarding governance, as employees and linked to other parts of municipal services (i.e. planning, transit, housing, social services).
- There is a risk that integration will dilute the Public Health mandate and shift away from local population-based services toward clinical services to support the primary care system given those under resourced needs.

Creating coverage in larger geographic areas may help create critical mass, however, integration will be challenging in northern, rural and remote areas given smaller, spread out populations.

The recommendations concerning governance will weaken the local elected official voice by seeking to increase community members (LHINs, school boards) appointed to Boards of Health. The local elected official voice is important to reflect overall community need. The new model will only serve

to dilute municipal government involvement in Public Health. Being an elected official is a core competency. Elected officials bring a lens of value for money and the needs of the broader community.

It is suggested that the further that Public Health gets from the municipal core, the more the Province should be responsible for funding. Municipal governments may be less inclined to top up funding or contribute other in-kind municipal resources especially in the case of single-tier and regional governments where full integration of Public Health into the municipal system is the case. It may also be challenging to maintain close connections between local councils and Boards the larger and more regional they become. Municipal governments should have a strong role. It cannot be assumed that this will continue in a new model. This is a significant risk.

AMO's Health Task Force and the AMO Board carefully considered the matter of the Expert Panel's recommendations. AMO is opposed to the new proposed model for the reasons listed above. It is simply not clear that the benefits are worth the significant proposed disruption to the system. As well, it is also not clear the exact problem that the government is trying to address and, more broadly, what is the vision for the health care system. Until this is known and agreed to, as funding partners, it is challenging to respond to the need for change in Public Health.

In making its decision, the Board was guided by the following principles:

1. **Preserve the mandate of Public Health** – To make sure Public Health and its staff is not overwhelmed by the needs of health care services. Maintaining the distinctive role of Public Health to provide preventative and population-based health services that meet local needs, as a complimentary and equal partner to primary care's provision of clinical treatment services.
2. **Maintain the full range of current functions of Public Health** – To fulfill the mandate and desired public health outcomes ranging from disease prevention and health promotion to research and knowledge transfer. These are essential components to a well-functioning public health system.
3. **Enhance the capacity of Public Health** – To achieve better prevention and population health outcomes for local communities.
4. **Increase access to high quality health care informed by population health planning** – To guide primary care delivery that meets local needs.
5. **Achieve equity in health outcomes** – To benefit all individuals and regions of the Province in an equitable manner.
6. **Maintain local flexibility** – To ensure a One Size Doesn't Fit All model of standardization acknowledges the diversity of Ontario including areas of the Province (north-south, east-west, and rural-urban), and the diverse health need in different regions.
7. **Good public and fiscal policy** – To ensure change is driven by a clear public policy purpose and backed by evidence that any new arrangements will better suit that purpose. Change must be cost neutral for municipal governments.

8. **Facilitate greater partnerships and collaboration** – To maintain and strengthen linkages with the broader health care system but also with municipal and community services.
9. **Achieve good governance relationships** – To ensure that proper oversight models are in place that are appropriate for a public health organization, and for services, which are municipally funded.
10. **Support funding relationships** – To promote long-term sustainability with adequate resourcing and an appropriate direct relationship between Public Health and the Ministry of Health and Long-Term Care, rather than a new funding and oversight relationship with Local Health Integration Networks (LHINs).
11. **Accountable** – To establish clear accountability to both the public at the local level and to the Province.
12. **Transparent** – To build public confidence that models and structures achieve good outcomes at a reasonable cost.

## **BACKGROUND:**

### Public Health

Public health services, including both disease prevention and health promotion, are an essential part of Ontario's health services continuum. Municipal governments play a major role, often as the employer, and have significant responsibilities in delivering public health services. Ontarians are served by 36 local boards of health that are responsible for populations within their geographic borders. Most boards are autonomous entities while some have the local municipal council serving as the board of health. Among other requirements mandated by the Province, local boards of health are responsible for implementing the provincially mandated 2008 Ontario Public Health Standards.

Currently, public health services are cost shared as a 75% provincial and 25% municipal responsibility. In 1998, under the *Services Improvement Act*, municipalities became responsible for 100% funding of all public health units and services. This was quickly amended in 1999, when the 50/50 cost sharing arrangement between the municipal and the provincial governments was reintroduced. It stayed at this level throughout the 2000 Walkerton tragedy and the 2003 SARS outbreak.

In 2004, the provincial government launched Operational Health Protection to address long-standing public health system capacity issues that included phased-in increases to the provincial share of public health funding to 75% by 2007. Under the *Health Protection and Promotion Act*, 1990, the Province may provide grants to municipalities to assist with public health costs whereas municipal governments are legislatively responsible for public health funding. In 2006, the Capacity Review Committee's (CRC) report was released. CRC's recommendations on changes to governance and amalgamations of specific health units were not implemented by the Province.

In 2015, the last year data is available, municipal governments funded 38%, on average, of the public health costs for mandatory programs/Ontario Public Health Standards (source: 2015 FIR of conditional grants). So, municipal governments are paying above the required cost sharing amounts.

## Expert Panel on Public Health

To review and envision a new role for Public Health with the context of the *Patients First Act* and the revised standards, the government convened an Expert Advisory Panel. Gary McNamara, Mayor of Tecumseh, was appointed to the panel by the Minister, as an individual, not as a municipal representative selected by AMO.

The work of the Expert Panel is important, as it has come up with [recommendations](#) to the government intended to redefine the role of Public Health for years to come. The Minister gave the panel a mandate to look at how public health could operate within an integrated health system. The panel tabled the report to the Minister in June 2017.

The key recommendation proposes an end state for Public Health within an Integrated Health System that would have Ontario establish 14 regional public health entities—that are consistent with the LHIN boundaries.

Other Expert Panel Report recommendations include:

### Proposed Leadership Structure consisting of:

- Regional public health entity with a CEO that reports to the Board and a Regional Medical Officer of Health (MOH) who reports to the Board on matters of public health and safety.
- Under each regional entity would be a Local Public Health Service Delivery Area with a Local Medical Officer of Health (reporting to the Regional MOH), local public health programs and services.

### Proposed Board of Health Governance would be freestanding autonomous boards:

- Appointees would be municipal members (with formula defined by regulation), provincial appointees, citizen members (municipal appointees), and other representatives (e.g. education, LHIN, social sector, etc.).
- varied member numbers of 12 – 15
- diversity and inclusion – board should reflect the communities they serve
- qualifications – skills-based and experience
- Board to have the right mix of skills, competencies, and diverse populations.
- “Municipalities should also be encouraged to appoint a mix of elected officials and members of the community to ensure diversity and continuity and to reduce challenges elected officials may experience balancing their municipal responsibilities with their responsibilities for public health.”

The Expert Panel was not asked to make specific recommendations on implementation; however, they did identify elements that should be considered in developing an implementation plan. These elements include:

### Legislation

Funding – It was noted that “as part of implementation planning the Ministry will need to revisit funding constructs in order to implement the recommendations”.

Transition Planning/Change Management – with wording that says:

- “The transition from the current 36 local boards of health to a smaller number of regional boards of health will have particular implications for municipalities and municipal members. It is important that the new board structure recognizes and protects municipal interests, while recognizing the potential for competition for municipal seats.”
- “To ensure greater consistency across the province, it may be helpful to work with the Association of Municipalities of Ontario to develop the criteria for municipal representation on the new regional boards.”
- Effective linkages with LHINs and the Health System.

## Appendix A



## Office of the President

Sent via e-mail: [Eric.Hoskins@Ontario.ca](mailto:Eric.Hoskins@Ontario.ca)

October 12, 2017

The Honourable Dr. Eric Hoskins  
Minister of Health and Long-Term Care  
Hepburn Block, 10th Floor  
80 Grosvenor Street  
Toronto, Ontario M7A 2C4

Dear Minister Hoskins:

After careful consideration by our Board of Directors and our Health Task Force, AMO does not support the recommendations of the Expert Panel on Public Health and urges you and the provincial government not to adopt them.

If the Expert Panel recommendations are implemented, it will completely change and dilute over time the mandate of the local public health system by integrating it with the health care system. There was no analysis provided by either the Expert Panel or the Ministry on the implications of this proposed integration from either a patient, program/service, or cost benefit analysis perspective. There was no clear demonstration of any benefits of such a change in the public health system.

Our many concerns on the Expert Panel recommendations include:

- Public health will lose its local and community focus. It is currently integrated within its communities with multiple local linkages with both public and private bodies and organizations.
- A large number of the current public health units are fully integrated within a municipal system that enables coordinated planning, policy and program work with and between municipal services such as land use planning, transit, parks, housing and social services. The health unit staff are also municipal employees.
- For the autonomous public health units, there are also strong and vibrant local linkages with their municipal governments and services that would be severed or at least damaged by moving to a regional public health structure.
- The proposed governance model will reduce the local leadership voice in decision-making.
- Ensuring critical mass for emergencies does not need to be addressed only structurally.
- Serving the populations in rural and northern Ontario is already challenging. Experience has shown that making an entity regional does not generally help such situations.
- Amalgamations are not for the faint of heart and they do not generally produce the expected outcomes or efficiencies.

Municipal governments are your funding partners in public health – not merely stakeholders. In 2015, the last year data is available, municipal governments funded 38%, on average, of the public health costs for mandatory programs. To act upon the Expert Panel's recommendations, would create significant fiscal churn and likely municipal reduction in our cost-sharing world.

Given the grave concerns of what would be lost by implementation of these recommendations without any evidence of benefit lead us to our decision not to support them. The significant municipal interest and stake in this matter cannot be understated. We are asking for your commitment not to adopt all or any of these recommendations.

We would appreciate an opportunity to discuss this with you soon.

Sincerely,

A handwritten signature in cursive script, appearing to read 'L. Dollin', written in black ink.

Lynn Dollin  
AMO President

cc: The Honourable Kathleen Wynne, Premier  
The Honourable Bill Mauro, Minister of Municipal Affairs  
Dr. Robert Bell, Deputy Minister, Health and Long-Term Care  
Sharon Lee Smith, Associate Deputy Minister, Health and Long-Term Care  
Roselle Martino, Assistant Deputy Minister, Health and Long-Term Care



TO NEAR NORTH AND NORTHERN ONTARIO MUNICIPALITIES

October 13, 2017

In just under a year NEORN has collected the support of 100% of all municipalities north of North Bay. I want to take this moment to thank you for your council's support of our advocacy for return of passenger rail in Northern Ontario. We are being heard! Today's news regarding the return of passenger rail service to Northern Ontario is among the policy proposals the PCs will be voting on in November so we need to make that short list - then we will have 2 of the 3 main political parties on board.

And now NEORN is taking these next steps:

- To invite the municipalities south of North Bay as far as the Barrie/Orillia area on the old 'Northlander' route to participate in this show of strength along the rail line –these 'Near North' municipalities will be impacted by NOMTS passenger rail decisions as well. The District of Muskoka's resolution recognizes the impact the passenger train had on the area, both for residents and tourists alike. And the Central Almaguin Economic Development Association welcomed the concept as their communities had already been bypassed by the realigned Highway 11.
- To respond to The Draft 2041 Northern Ontario Multimodal Transportation Strategy which recognizes "that new and improved passenger rail service could become a reality, where a viable business case and sufficient passenger travel demand exist, and should be fully explored by service providers. Ontario will work with the federal government to review and evaluate rail service business cases, where appropriate." NEORN's response is to actively demonstrate to the provincial and federal governments the need for publicly supported investments in this endeavor, as is the case in every other jurisdiction in Canada. NEORN is currently assisting with the creation of a viable business case by initiating an impact study to demonstrate the socio-economic value of reinstating passenger rail service in Northern Ontario, initially along the old 'Northlander' corridor.

Yesterday you likely read the news that there is a new rail advocacy organization (called All Aboard Northern Ontario) supporting the return of passenger train service for Ontario's population living in the Near North and Northern Ontario, especially on the old "Northlander" route. NEORN, with its partners, CPMRT and CAPT welcome their voice - more advocates for the return of passenger rail service can only help move the political will forward to invest in this mode of transportation, serving the needs of residents and tourists alike.

NEORN will keep you updated as we move forward towards the return of passenger train services in the North. Should you wish to communicate with me directly, please email me at [lakeofbays.lucille@gmail.com](mailto:lakeofbays.lucille@gmail.com)

**NEORN CONTACT**

Lucille Frith

705-789-8903

[www.neorn.ca](http://www.neorn.ca)

*"Never doubt that a small group of thoughtful committed citizens can change the world. Indeed, it is the only thing that ever has."*  
Margaret Mead

## 1. Call to Order

The meeting was called to order at 8:57 A.M.

## 2. Roll Call

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

## 3. Review of Previous Minutes

The minutes of the July 12, 2017 Contract Consultation Meeting with Operating Authority were reviewed by the Committee.

## 4. Unfinished Business

### **FACILITIES**

#### **4.1 North Cobalt Wastewater Lagoon – 543083 Proctors Road**

Discussion:

OCWA reported that the underdrain pump is not working; OCWA is working on the repairs. Phone line issues; staff will look at options to relocate the phone line.

Discussion:

Phone line was removed and relocated to Haileybury water plant. OCWA reported that the underdrain pump was repaired.

#### **4.2 Station St. Sanitary Lift Station**

Previous Discussion:

No update

Discussion:

No update.

#### **4.3 Groom Drive**

Previous Discussion:

Antenna install complete – no issues.

Discussion:

No update.

#### **4.4 Haileybury Mechanical Wastewater Plant – 275 View St**

##### **Sludge**

Previous Discussion:

Sludge hall and grit channels are completed. Blower re-installed yesterday and back in line, noted OCWA.

Discussion:

Staff will schedule the fall sludge haul and grid channels.

##### **E-coli issues:**

Previous Discussion:

Chlorine and E-coli balancing issues are on-going. OCWA staff are working on pricing for a new system. Weekly sampling for reportable levels is on-going. PLC work is on-going.

Discussion:

MOECC requires a plan of action be submitted by Sept. 7, 2017. Steve has contacted exp for pricing of UV system. The Federal WSER regulation requires virtually 0 chlorine residual discharged by 2021.

#### **4.5 Farr Drive Pumping Station**

Previous Discussion:

No update.

Discussion:

No update.

#### **4.6 Haileybury Water Treatment Plant – 322 Browning St**

##### ***MCC/ PLC Replacement***

###### Previous Discussion:

Discussions on-going on wireway. The wireway behind the MCC was not part of the scope of work. OCWA will meet with the contractor next week to discuss the wiring left to complete the project.

OCWA reported that the MCC is 90% complete.

Air conditioning switch concerns as it is mounted on the outside of the building with no security.

PLC is now running. The reservoir and sewage plant remain to be completed. OCWA is working on the pricing for the in-line mixer and control valve.

###### Discussion:

MCC – No response regarding the ESA approval.

##### ***Security***

###### Previous Discussion:

Quote for the hatch repairs received.

###### Discussion:

No update.

#### **4.7 Haileybury Reservoir – Niven St.**

###### Previous Discussion:

OCWA suggested landscaping around where the old reservoir was removed.

Pump install for the water stabilization project is the last item to complete the project.

Working with EXP for a flow meter on the gravity zone.

###### Discussion:

The new pump install resulted in a 30 second shut down. Work is on-going with EXP.

OCWA will look at options with EXP regarding CT calculations.

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

##### ***Environment Canada***

##### **Previous Discussion:**

D1 draining is on-going. OCWA staff indicated that it is not draining fast enough and will look at alternative options. OCWA will update Pedersens. Steve Burnett will schedule a site meeting. Steve Burnett will follow up on the request to cut the grass around D1.

##### **Discussion:**

Due to draining complications of D1, draining has stopped as a new design is pending. Work will commence once the design and approved ECA is received. ECA amendment application is pending a response.

#### **4.9 Montgomery Sanitary Lift Station**

##### **Previous Discussion:**

No update.

##### **Discussion:**

No update.

#### **4.10 Cedar St. Sanitary Lift Station**

##### **Previous Discussion:**

No update.

##### **Discussion:**

No update. Steve inquired on grease; Eddie noted that it has improved.

#### **4.11 Goodman Sanitary Lift Station – 132 Jaffray St.**

##### **Previous Discussion:**

OCWA requested to have the Building Maintenance staff look into the heater issues.

##### **Discussion:**

No update.

#### **4.12 New Liskeard Water Treatment Plant – 305 McCamus Ave.**

Previous Discussion:

Request to extend the RFP to August 1, 2017. An upcoming site visit is scheduled as part of the RFP. Sampling of wells for Manganese and Iron is on-going.

Discussion:

Iron Removal Filter project discussions will be scheduled in the near future.

#### **4.13 New Liskeard Water Reservoir – 150 Shepherdson Rd.**

Previous Discussion:

Recent issues with zone 2 pressure due to failure of a pressure reducing valve; this resulted in 3 water breaks, noted OCWA. OCWA will look at options to eliminate any future occurrences.

Discussion:

No update.

#### **4.14 Dymond Water Reservoir – 286 Raymond St**

##### **Plant Upgrades**

Previous Discussion:

OCWA reported that the chemical panel is needing repairs. Pressure concerns on Zetta Court are on-going.

Discussion:

Pressure concerns on Zetta Court are on-going. Staff continues to look at options. City staff will coordinate a presentation with EXP on the water model at an upcoming committee meeting.

#### **4.15 Gray Road Sanitary Lift Station – 783495 Gray Rd**

Previous Discussion:

Doug Walsh provided a project update. Lagoon work approval is pending. Point to point communication is on-going; the City's IT administrator will look at options.

Discussion:

HVAC design work is on-going. OCWA will forward quotes to City staff for a temporary communication system.

#### **4.16 Niven St Pumping Station – New Liskeard**

Previous Discussion:

Fan alarm issues on the #2 VFD, OCWA to follow up.

Discussion:

VFD issues are resolved.

#### **4.17 Whitewood Pumping Station – New Liskeard**

Previous Discussion:

Need to look at by-pass.

Discussion:

ABS pump repairs are needed. By-pass is ongoing. OCWA is currently looking at options to repair.

## 5. MOE Compliance Issues

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

### 5.1 Reservoir Inspections

Previous Discussion:

The robotic camera is back in service. Staff will schedule reservoir inspections.

Discussion:

OCWA is looking to resolve the recent issues with the robotic camera. City staff and OCWA will schedule the camera inspections.

### 5.2 Manitoulin Transport - New

Previous Discussion:

UV issues are on-going.

Discussion:

Daily UV sampling continues. OCWA will follow up with the supplier.

## 6. Communications Upgrades

Previous Discussion:

On-going

Discussion:

Waste water plant and reservoir to be completed by year end.

## 7. Schedule of Meetings

The next scheduled contract meeting with OCWA will be on October 19, 2017 at 9 AM

## 8. Adjournment

The Contract Consultation Meeting with Operating Authority – OCWA meeting is adjourned at 9:53 AM.



## MINUTES

### Timiskaming Health Unit Board of Health

Regular Meeting held on September 6, 2017 at 6:30 P.M.

Englehart Medical Centre Boardroom

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1. The meeting was called to order at 6:35 p.m.

2. **ROLL CALL**

**Board of Health Members**

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Jesse Foley	Municipal Appointee for Temiskaming Shores
Kathleen Bougie	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
Maria Overton	Provincial Appointee ( <i>Teleconference</i> )
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman

**Regrets**

Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Mike McArthur	Municipal Appointee for Temiskaming Shores
Jean-Guy Chamailard	Municipal Appointee for Town of Kirkland Lake
Vacant	Provincial Appointee

**Timiskaming Health Unit Staff Members**

Dr. Alex Hukowich	Medical Officer of Health (A) ( <i>Teleconference</i> )
Randy Winters	Director of Corporate Services, CEO (A)
Kerry Schubert-Mackey	Director of Community Health
Rachelle Cote	Executive Assistant

3. **APPROVAL OF AGENDA**

**MOTION #44R-2017**

Moved by: Merrill Bond

Seconded by: Kathleen Bougie

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on September 6, 2017, as presented.

CARRIED

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

None.

5. **APPROVAL OF MINUTES**

**MOTION #45R-2017**

Moved by: Audrey Lacarte

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the minutes of June 7, 2017, as presented.

CARRIED

6. **BUSINESS ARISING**

None

7. **REPORT OF THE CHIEF EXECUTIVE OFFICER (A)**

The CEO report was reviewed by the Board for information.

8. **MANAGEMENT REPORTS**

The Q2 Board Report and Staff List were reviewed by the Board for information.

9. **NEW BUSINESS**

a. **Briefing Report for Action-Provincial Alcohol Strategy**

**MOTION #46R-2017**

Moved by: Merrill Bond

Seconded by: Jesse Foley

Be it resolved that the Board of Health receives the briefing regarding the Provincial Alcohol Strategy; and further that the Board supports the Ontario Public Health Association Advocacy package and the Middlesex-London Health Unit call on the Government of Ontario to fulfil its commitment to develop a comprehensive, province-wide, evidence-based strategy to minimize harm and support the safe consumption of alcohol.

CARRIED

**b. Public Appointee - Reappointment****MOTION #47R-2017**

Moved by: Audrey Lacarte

Seconded by: Kim Gauthier

Be it resolved that the Board of Health supports the re-appointment of Maria Overton as a Public Appointee for the Timiskaming Health Unit.

CARRIED

**c. 2016-2017 March Year-End Financial Audited Statements****MOTION #48R-2017**

Moved by: Kathleen Bougie

Seconded by: Sue Cote

Be it resolved that the Board of Health approves the 2016-2017 March Year-End Financial Audited Statements as presented.

CARRIED

**10. CORRESPONDENCE****MOTION #49R-2017**

Moved by: Maria Overton

Seconded by: Merrill Bond

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

- Leeds, Grenville & Lanark District Health Unit  
Letter to Minister Hoskins to request that the Ontario Regulation 489/97, Allocation of Board of Health expenses be amended, given that MPAC states that population numbers are more accurate from Statistics Canada: *if the obligated municipalities fail to agree on the proportion, each municipality shall pay the proportion that is determined by dividing its population by the sum of the populations of all obligated municipalities in the health unit.*
- Elgin St. Thomas Public Health  
Letter to Minister Hoskins requesting for enactment of legislation under the HPPA to allow for the inspection and enforcement activities of personal service settings and provide incentives for operators to comply with infection prevention and control best practices.
- Peterborough Public Health  
-Letter to Minister Philpott to express support of the recommendations made by Simcoe Muskoka District Health Unit and urge the Federal government to encourage the Ontario MOHLTC to follow suit in addressing the Opioid Crisis.  
-Letter to Minister Hoskins to support the Leeds, Grenville & Lanark District Health Unit's call for transparency regarding the evaluation of the indicators of success of the newly Healthy Menu Choices Act and request that the government communicate to all stakeholders how the impact will be assessed.
- Leeds, Grenville & Lanark District Health Unit  
Letter to Honourable Eric Hoskins to recommend redirecting the funds currently spent in emergency rooms and physician's offices to preventive care and dental treatment.

- Office of the Regional Chair, Niagara Region  
Letter to Honourable Eric Hoskins to endorse the correspondence of Wellington-Dufferin-Guelph Public Health and the Algoma Health Unit in requesting the enactment of a regulation specific to personal service settings coupled with the authority to ticket under the Provincial Offenses Act.
- Middlesex-London Health Unit  
Letter to Minister of Housing to consider Report No. 033-17, ***Smoke-Free Clauses in the Standard Lease Under the Residential Tenancies Act.***
- The Regional Municipality of Durham
  - Motion to adopt the correspondence of the Wellington-Dufferin-Guelph Public Health, urging the government to align program service delivery expectations with annual funding and to fully fund all costs related to HBHC.
  - Motion to adopt the correspondence of the Wellington-Dufferin-Guelph Public Health, urging the government to expand the publicly-funded HPV immunization program to include a catch-up program for boys, grade 8-12, similar to catch-up program undertaken for girls in 2012.
  - Motion to adopt the correspondence of the Wellington-Dufferin-Guelph Public Health, urging the government to develop a provincial alcohol strategy to mitigate the health harms associated with alcohol use and misuse.
- Grey Bruce Health Unit
  - Motion #2017-56 to support the correspondence of the Wellington-Dufferin-Guelph Public Health, urging the government to expand the publicly-funded HPV immunization program to include a catch-up program for boys, grade 8-12, similar to catch-up program undertaken for girls in 2012.
  - Motion #2017-55 to support the correspondence of the Wellington-Dufferin-Guelph Public Health, urging the government to develop a comprehensive province-wide strategy to support safe consumption of alcohol that would encompass: socially responsible pricing, limit of retail outlets and hours of sale, alcohol marketing controls..
- Sudbury & District Health Unit  
Resolution #37-17 to Honourable Kathleen Wynne to; commend the provincial's government actions, *Changing Workplaces Review of 2015-2016* and the introduction of Bill 148, *The Fair Workplace, Better Jobs Act*; to support the proposed changes to the Employment Standards Act that expand the pay equity provisions and increase of the minimum wage; to urge the government to adopt the World Health Organization (WHO) definition of a healthy workplace.
- Leeds, Grenville & Lanark District Health Unit  
Letter to Minister Hoskins to reconsider the decision to eliminate the funding for the Health Promotion Resource Centres as they provide crucial support to the local level work in tobacco, alcohol and nutrition.
- North Bay Parry Sound District Health Unit  
Motion #BOH/2017/06/11 to express that health unit elected representatives and staff will have no further meetings or discussions with representatives of the NCAT, OCSA or individuals representing the tobacco industry, to also commend the Ontario Ministry for raising tobacco excise taxes and encourage to enhance enforcement activities to reduce the presence of contraband tobacco. .
- aPHa  
Resolution to endorse the report, *Toward the Legalization, Regulation and Restriction Access to Marijuana: Submission to Federal Task Force.*
- aPHa  
Resolution to call on the Government of Ontario to provide funding through Healthy Smiles Ontario for the implementation of school and community-based programs to use fluoride varnish to reduce tooth decay.

- alPHa  
Summary of the report *Public Health within an Integrated Health System*. Work started on developing processes to gather feedback from members to ensure concerns are articulated. Will keep members informed of new developments and opportunities for input.
- Middlesex-London Health Unit  
Letter to the Ontario Public Health Association to endorse their advocacy package regarding the modernization of alcohol sales in Ontario.

Letter to Minister Hoskins to support the correspondence of the Leeds, Grenville and Lanark Board of Health in regards to the support of low-income adult dental programs in Ontario.

CARRIED

Dr. Hukowich and Maria Overton disconnected from the teleconference line at 7:03 p.m.

11. **IN-CAMERA**

**MOTION #50R-2017**

Moved by: Kim Gauthier

Seconded by: Merrill Bond

Be it resolved that the Board of Health agrees to move in-camera at 7:04 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (June 7, 2017)
- b. MOH/CEO Applications-Interview Update
- c. Identifiable Individual

CARRIED

12. **RISE AND REPORT**

**MOTION #51R-2017**

Moved by: Kathleen Bougie

Seconded by: Sue Cote

Be it resolved that the Board of Health agrees to rise with report at 7:15 p.m.

CARRIED

**In-Camera Minutes**

**MOTION #52R-2017**

Moved by: Merrill Bond

Seconded by: Audrey Lacarte

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on June 7, 2017 as presented.

CARRIED

13. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on October 4, 2017 at 6:30 p.m. in Kirkland Lake.

14. **ADJOURNMENT**

**MOTION #53R-2017**

Moved by: Kim Gauthier

Seconded by: Audrey Lacarte

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:17 p.m.

CARRIED

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Carman Kidd, Board Chair

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Rachelle Cote, Recorder

**Subject:** City-owned Vacant Land Appraisal Reports

**Agenda Date:** October 17, 2017

**Report No.:** CGP-017-2017

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### **Attachments**

- Appendix 01:** Appraisal Report for property at the corner of Roland Road and Raymond Street
- Appendix 02:** Appraisal Report for property on the west side of Grant Drive, behind the Husky Travel Centres
- Appendix 03:** Appraisal Report for property at the end of Bay Street adjacent to 105 Market Street
- Appendix 04:** Appraisal Report for property adjacent to and south of the Haileybury Medical Centre

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-017-2017;
2. That Council accepts the appraisals for lands at the corner of Roland Road & Raymond Street; Grant Drive (behind the Husky Travel Centre); Bay Street (adjacent to 105 Market Street); and Meridian Avenue (adjacent to the Haileybury Medical Centre) for information purposes; and
3. That Council confirms the recommendation of the Protection to Persons & Property Committee that the Release of a Request for Proposal for potential developers, as outlined in Resolution No. 2016-335, is no longer required.

### **Background**

On June 21, 2016, Council considered memo 008-2016-CGP regarding the process for the potential disposal of three city-owned vacant properties that had been the subject of discussion with various stakeholders. Council was presented with 3 (three) options for the method of disposition of the properties.

Council passed Resolution No. 2016-335 endorsing Option No. 3, being the release of a Request for Proposal with evaluation criteria for the potential sale of municipally owned lands at the end of Bay Street; adjacent to the Haileybury Medical Centre; and lands at the intersection of Roland Road and Raymond Street.

Council also provided direction to staff to obtain appraisals for each of the properties.

The three properties originally included in the appraisal request were: the property at the northwest corner of Roland Road and Raymond Street; the property at the end of Bay Street adjacent to 105 Market Street; the property adjacent to and south of the Haileybury Medical Centre. Appraisals were sought on these three, and as time progressed interest was expressed in the property located on the west side of Grant Drive behind the Husky Travel Centre, which was subsequently added to the appraisal request.

The appraisal reports are attached as Appendices 1 through 4 for Council's information.

### **Analysis**

Staff presented this information at the October 12, 2017 Protection to Persons and Property Committee Meeting.

The Committee recommended that the appraisals be presented to Council for information purposes. They also recommended that given the lapse in time there is no requirement to issue a Request for Proposal for potential developers. Rather, the information obtained in the appraisals will also be used by staff to inform discussions with stakeholders that may be interested in exploring the development potential of the properties.

### **Financial / Staffing Implications**

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

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

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

### **Alternatives**

Council directs staff to proceed with the Request for Proposal.

### **Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

*"Original signed by"*

*"Original signed by"*

\_\_\_\_\_  
Jennifer Pye  
Planner

\_\_\_\_\_  
Kelly Conlin  
Director of Corporate Services (A)

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**APPRAISAL OF**



**LOCATED AT:**

Raymond Street, PCL 18914 & 19134  
New Liskeard, ON P0J 1P0

**FOR:**

Municipality of Temiskaming Shores

**BORROWER:**

**AS OF:**

August 2, 2017

**BY:**

Angela Hunter, M.A.

Steele & Associates  
Real Estate Consulting & Appraisal  
817517 Nipissing Road  
Cobalt, ON. P0J 1C0

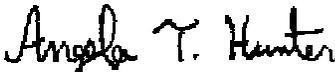
Municipality of Temiskaming Shores  
Jennifer Pye

Address of Property: Raymond Street, PCL 18914 & 19134  
New Liskeard, ON P0J 1P0

Market Value: \$ \$195,000

THIS REPORT CONTAINS AND IS SUBJECT TO specific terminology descriptions, conditions, and special limitations which may affect the stated opinion of value, the use, and the intended user of the report.

PLEASE CAREFULLY READ, AND PAY PARTICULAR ATTENTION TO all of these descriptions, conditions and special limitations.

  
Angela Hunter, M.A.  
Candidate

# RESIDENTIAL APPRAISAL REPORT

REFERENCE: **Steele & Associates** FILE NO.: **170503**

<b>CLIENT</b>	CLIENT: <b>Municipality of Temiskaming Shores</b>	<b>APPRAISER</b>	APPRAISER: <b>Angela Hunter, M.A.</b>	 <b>Appraisal Institute of Canada</b>
	ATTENTION: <b>Jennifer Pye</b>		COMPANY: <b>Steele &amp; Associates</b>	
	ADDRESS:		ADDRESS: <b>817517 Nipissing Rd., Cobalt, On. P0J 1C0</b>	
	E-MAIL:		E-MAIL: <b>rob@robertsteele.com</b>	
	PHONE: _____ FAX: _____		PHONE: <b>705.995.3220</b> FAX: <b>866.684.7444</b>	

<b>SUBJECT</b>	PROPERTY ADDRESS: <b>Raymond Street, PCL 18914 &amp; 19134</b> CITY: <b>New Liskeard</b> PROVINCE: <b>ON</b> POSTAL CODE: <b>P0J 1P0</b>
	LEGAL DESCRIPTION: <b>See Attached Addendum</b> Source: <b>GeoWarehouse</b>
	MUNICIPALITY AND DISTRICT: <b>Municipality of Temiskaming Shores, District of Timiskaming</b>
	ASSESSMENT: Land \$ <b>0</b> Imps \$ <b>0</b> Total \$ <b>246,000</b> Assessment Date: <b>Jan-01-2016</b> Taxes \$ <b>0</b> Year <b>2017</b>
EXISTING USE: <b>Vacant Land</b> OCCUPIED BY: <b>Vacant</b>	

<b>ASSIGNMENT</b>	NAME: <b>Municipality of Temiskaming Shores</b> Name Type: <b>Owner</b>
	PURPOSE OF THE APPRAISAL: To estimate market value (see definition herein) or <input type="checkbox"/> Other _____
	INTENDED USE OF THE APPRAISAL: <b>Potential sale</b>
	INTENDED USERS (by name or type): <b>Municipality of Temiskaming Shores</b>
	REQUESTED BY: <input checked="" type="checkbox"/> Client above <input type="checkbox"/> Other _____
	THIS APPRAISAL REPORT REPRESENTS THE FOLLOWING VALUE: (if not current, see comments) <input checked="" type="checkbox"/> Current <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective
	<input type="checkbox"/> Update of original report completed on _____ with an effective date of _____ File No. _____
	PROPERTY RIGHTS APPRAISED: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (see comments) OTHER OWNERSHIP: <input type="checkbox"/> Cooperative <input type="checkbox"/> Condominium/Strata <input type="checkbox"/> Other _____
	MAINTENANCE FEE (if applicable): \$ _____
	IS THE SUBJECT A FRACTIONAL INTEREST, PHYSICAL SEGMENT OR PARTIAL HOLDING? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, see comments) _____
VALUE APPROACHES USED IN THE DEVELOPMENT OF THIS APPRAISAL: <input checked="" type="checkbox"/> DIRECT COMPARISON APPROACH <input type="checkbox"/> COST APPROACH <input type="checkbox"/> INCOME APPROACH <input type="checkbox"/> _____	
EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS An extraordinary assumption or limiting condition has been invoked in this appraisal report. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, see attached addendum.	
HYPOTHETICAL CONDITIONS A hypothetical condition has been invoked in this appraisal report. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, see attached addendum.	
JURISDICTIONAL EXCEPTION A jurisdictional exception has been invoked in this appraisal report. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, see attached addendum.	

<b>NEIGHBOURHOOD</b>	NATURE OF DISTRICT: <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/> _____	AGE RANGE OF PROPERTIES (years): From <b>1</b> To <b>100</b>
	TYPE OF DISTRICT: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural <input type="checkbox"/> Recreational <input type="checkbox"/> Agricultural	PRICE RANGE OF PROPERTIES: \$ <b>50,000</b> to \$ <b>500,000</b>
	TREND OF DISTRICT: <input type="checkbox"/> Improving <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Transition <input type="checkbox"/> Deteriorating <input type="checkbox"/> _____	<b>stable</b>
	BUILT-UP: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25 - 75% <input type="checkbox"/> Under 25% <input type="checkbox"/> Rural	MARKET OVERVIEW: Supply: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor
	CONFORMITY Age: <input type="checkbox"/> Newer <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Older <input type="checkbox"/> _____	Demand: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor
	Condition: <input type="checkbox"/> Superior <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Inferior <input type="checkbox"/> _____	PRICE TRENDS: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining
	Size: <input checked="" type="checkbox"/> Larger <input type="checkbox"/> Similar <input type="checkbox"/> Smaller <input type="checkbox"/> _____	

COMMENTS: **The subject site is a vacant residential lot next to the western end of the Breault Subdivision and at the north end of the former Town of New Liskeard. The neighbourhood is close to amenities and access to Highway 11. The immediate area consists of a mix of detached single family dwellings, hotels and small commercial enterprises along Highway 11. No negative influences noted in the area.**

<b>SITE</b>	SITE DIMENSIONS: <b>not available</b>	UTILITIES: <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Sanitary Sewer <input checked="" type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Septic
	SITE AREA: <b>2.99 acres</b> <input type="checkbox"/> Sq. Ft. <input type="checkbox"/> Sq. M. <input checked="" type="checkbox"/> Acres <input type="checkbox"/> Hectares	<input type="checkbox"/> Open Ditch <input type="checkbox"/> _____
	Source: <b>MPAC</b>	WATER SUPPLY: <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Private Well <input type="checkbox"/> Other _____
	TOPOGRAPHY: <b>level</b>	FEATURES: <input type="checkbox"/> Gravel Road <input checked="" type="checkbox"/> Paved Road <input type="checkbox"/> Lane <input type="checkbox"/> Sidewalk <input type="checkbox"/> Curbs
	CONFIGURATION: <b>irregular</b>	<input checked="" type="checkbox"/> Street Lights <input type="checkbox"/> Cablevision <input type="checkbox"/> _____
	ZONING: <b>R1-Residential</b>	ELECTRICAL: <input checked="" type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> _____
		DRIVEWAY: <input type="checkbox"/> Private <input type="checkbox"/> Mutual <input checked="" type="checkbox"/> None <input type="checkbox"/> Single <input type="checkbox"/> Double
		<input type="checkbox"/> Underground <input type="checkbox"/> Laneway <input type="checkbox"/> _____
		Surface: _____
	Source: <b>Municipality</b>	PARKING: <input type="checkbox"/> Garage <input type="checkbox"/> Carport <input type="checkbox"/> Driveway <input checked="" type="checkbox"/> Street _____
DOES EXISTING USE CONFORM TO ZONING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (see comments)	LANDSCAPING: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor _____	
TITLE SEARCHED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> _____	CURB APPEAL: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor _____	

COMMENTS: **The subject site is level and mostly cleared. No negative site features were noted. According to the municipality a municipal water main runs through the property and an easement will be required when the properties are transferred to private ownership. As per the instructions of the client, the lot 3 portion of PIN 613360176 is not included in this appraisal.**

# RESIDENTIAL APPRAISAL REPORT

Steele & Associates

FILE NO.: 170503

REFERENCE:	LAND VALUE AS IF VACANT: \$ <u>See below</u> SOURCE OF DATA: <u>MLS/Abstraction</u> Comment: <u>To be determined</u>
HIGHEST AND BEST USE	EXISTING USE: <u>Vacant land</u>
	HIGHEST AND BEST USE OF THE LAND AS IF VACANT: <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Other
	HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED: <input type="checkbox"/> Existing Residential Use <input checked="" type="checkbox"/> Other <u>currently unimproved</u>
	SUMMARY AND CONCLUSION: <u>Given the predominate use in the immediate area is residential, the highest and best use for the subject property is for residential development when economically feasible.</u>

SUBJECT	COMPARABLE NO. 1			COMPARABLE NO. 2			COMPARABLE NO. 3		
	Description		\$ Adjustment	Description		\$ Adjustment	Description		\$ Adjustment
<b>Raymond Street, PCL 18914 &amp; 1 New Liskeard</b>	100 Driftwood Drive New Liskeard, P0J 1P0			93 Driftwood Drive New Liskeard, P0J 1P0			Lot 8 Con 4 Highway 11 New Liskeard, P0J 1P0		
DATA SOURCE	GeoWarehouse			GeoWarehouse			MLS		
DATE OF SALE	13-May-2016			25-Sep-2015			06-Sep-2016		
SALE PRICE	\$ 57,000			\$ 80,000			\$ 140,000		
DAYS ON MARKET	Private sale			Private sale			1		
LOCATION	average			average			average		
SITE SIZE	2.99 acres			0.25 acres			2.17 acres		
BUILDING TYPE									
DESIGN/STYLE									
AGE/CONDITION									
LIVEABLE FLOOR AREA									
ROOM-COUNT	Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths
BASEMENT									
PARKING	Private			Private			Private		
ADJUSTMENTS (Gross%, Net%, Dollar)	0.0 % 0.0 % \$ 0			0.0 % 0.0 % \$ 0			0.0 % 0.0 % \$ 0		
ADJUSTED VALUES	\$ 57,000			\$ 80,000			\$ 140,000		

DIRECT COMPARISON APPROACH

COMMENTS: The comparables used in this report represent the best available MLS sales for comparative analysis purposes due to their physical &/or locational attributes that a prospective purchaser would consider as substitutes for the subject property. Due to a lack of more recent sales in this category, all of the comparables are slightly time dated. Property values have remained relatively stable over the past year, therefore no time adjustments have been applied.

Comparable #1 is a vacant residential lot in the same neighbourhood as the subject property. The comparable is 0.25 acres in size and sold for \$57,000 or a price of \$5.23/ Sq.Ft. The square foot price of this comparable requires a downward adjustment for economy of scale, and for the comparable being a developed lot.

Comparable #2 is a sale of a vacant double residential lot in the same neighbourhood as the subject property. This comparable is 0.40 acres in size and sold for \$80,000, or a price of \$4.59/Sq.Ft. The square foot price of this comparable requires a downward adjustment for economy of scale, and for the comparable being a developed lot.

Comparable #3 is the sale of a vacant commercial lot in the same neighbourhood as the subject property. The comparable is 2.17 acres in size and sold for \$140,000, or a price of \$1.48/Sq.Ft. The square foot price of this comparable requires minimal adjustment.

Before adjustments, the comparables present a price per square foot value ranging from \$1.48/Sq.Ft to \$5.23/Sq.Ft. After the subjective adjustment process has been applied, the estimated square foot value of the subject property is narrowed to between \$1.48/Sq.Ft and \$4.95/Sq.Ft.

In weighing the attributes and characteristics of the subject property relative to those of the available comparables, it is the opinion of the appraiser that the estimated market value for the subject falls close to the lower end of the narrowed range of the adjusted value of the comparables at \$1.50/Sq.Ft. which comes to \$195,366.60. Rounded as per market norms to \$195,000.

ESTIMATED VALUE BY THE DIRECT COMPARISON APPROACH (rounded): \$ 195,000

# RESIDENTIAL APPRAISAL REPORT

Steele & Associates

FILE NO.: 170503

REFERENCE:	ANALYSIS OF KNOWN CURRENT AGREEMENTS FOR SALE, OPTIONS, LISTINGS OR MARKETING OF THE SUBJECT: (minimum of one year) <u>There have been no known MLS sales or listing activity of the subject property within the past three years.</u>
SALES HISTORY	ANALYSIS OF SALE TRANSFER HISTORY: (minimum of three years) <u>There have been no known transfers of the subject property in the past 3 years.</u>
EXPOSURE TIME	ANALYSIS OF REASONABLE EXPOSURE TIME: <u>Depending on season and listing price, a reasonable market exposure time for the subject is estimated to be less than 90 days.</u>
RECONCILIATION AND FINAL ESTIMATE OF VALUE	RECONCILIATION AND FINAL ESTIMATE OF VALUE: <u>The sales comparison approach is the preferred method of estimating market value for this type of property.</u>
DEFINITIONS	<p>UPON REVIEWING AND RECONCILING THE DATA, ANALYSES AND CONCLUSIONS OF EACH VALUATION APPROACH, THE MARKET VALUE OF THE INTEREST IN THE SUBJECT PROPERTY AS AT <u>02-Aug-2017</u> (Effective Date of the Appraisal) IS ESTIMATED TO BE \$ <u>195,000</u></p> <p>THIS REPORT WAS COMPLETED ON: <u>29-Aug-2017</u></p> <p><b>DEFINITION OF MARKET VALUE:</b> The most probable price which a property should bring in a competitive and open market as of the specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.</p> <p>Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: buyer and seller are typically motivated; both parties are well informed or well advised, and acting in what they consider their own best interests; a reasonable time is allowed for exposure in the open market; payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.</p> <p>(Source: Canadian Uniform Standards of Professional Appraisal Practice) <i>Note: If other than market value is being appraised, see additional comments.</i></p> <p><b>DEFINITION OF HIGHEST AND BEST USE:</b> The reasonably probable and legal use of the property, that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.</p>
SCOPE	<p>The scope of the appraisal encompasses the due diligence undertaken by the appraiser (consistent with the terms of reference from the client, the purpose and intended use of the report) and the necessary research and analysis to prepare a report in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) of the Appraisal Institute of Canada. The following comments describe the extent of the process of collecting, confirming and reporting data and its analysis, describe relevant procedures and reasoning details supporting the analysis, and provide the reason for the exclusion of any usual valuation procedures.</p> <p>The appraisal issue that is the focus of this engagement has been discussed and defined with the client, the work required to solve the issue planned, and the necessary market data acquired, analyzed and reconciled into an estimate of market value in a manner typically expected in a "form" report.</p> <p>The specific tasks and items necessary to complete this assignment include a summary of the following:</p> <ol style="list-style-type: none"> <li>1. assembly and analysis of relevant information pertaining to the property being appraised, including listing and acquisition particulars if acquired within three years prior to the effective date of the appraisal;</li> <li>2. an inspection of the subject property and the surrounding area;</li> <li>3. assembly and analysis of pertinent economic and market data;</li> <li>4. an analysis of land use controls pertaining to the subject property;</li> <li>5. a summary discussion and statement of "Highest and Best Use", or most probable use;</li> <li>6. a discussion of the appraisal methodologies and procedures employed in arriving at the indications of value;</li> <li>7. inclusion of photographs, maps, graphics and addendum/exhibits when deemed appropriate; and</li> <li>8. reconciliation of the collected data into an estimate of market value or market value range as at the effective date of the appraisal.</li> </ol> <p>All data considered appropriate for inclusion in the appraisal is, to the best of our knowledge, factual. Due to the type of property being appraised and the nature of the appraisal issue, the findings have been conveyed in this "form" format.</p> <p>Other: <u>All information pertaining to the comparables was obtained from MPAC and MLS profiles and is assumed to be accurate.</u></p>

# RESIDENTIAL APPRAISAL REPORT

Steele & Associates

FILE NO.: 170503

REFERENCE:

**ORDINARY ASSUMPTIONS & LIMITING CONDITIONS**

The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA) and the following conditions:

- This report is prepared at the request of the client and for the specific use referred to herein. It is not reasonable for any other party to rely on this appraisal without first obtaining written authorization from the client, the author and any supervisory appraiser, subject to the qualification in paragraph 11 below. Liability is expressly denied to any person other than the client and those who obtain written consent and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
- Because market conditions, including economic, social and political factors change rapidly and, on occasion, without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser and confirmed in writing.
- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. No registry office search has been performed and the appraiser assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report. The property is appraised on the basis of it being under responsible ownership.
- The subject property is presumed to comply with government regulations including zoning, building codes and health regulations and, if it doesn't comply, its non-compliance may affect market value.
- No survey of the property has been made. Any sketch in the appraisal report shows approximate dimensions and is included only to assist the reader of the report in visualizing the property.
- This report is completed on the basis that testimony or appearance in court concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and the provision of appropriate compensation.
- Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.
- The appraiser is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the subject property.
- The analysis set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. Unless otherwise stated herein, we did not verify client-supplied information, which we believed to be correct.
- The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work.
- The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the Canadian Uniform Standards of Professional Appraisal Practice ("The Standards") and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The appraiser acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the Canadian Uniform Standards of Professional Appraisal Practice (the "Standards") and in accordance with the appraiser's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the appraiser's privacy policy and in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA).
- The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format are appropriate for the intended use.
- Written consent from the author and supervisory appraiser, if applicable, must be obtained before any part of the appraisal report can be used for any purpose by anyone except the client and other intended users identified in the report. Where the client is the mortgagee and the loan is insured, liability is extended to the mortgage insurer. Liability to any other party or for any other use is expressly denied regardless of who pays the appraisal fee. Written consent and approval must also be obtained before the appraisal (or any part of it) can be altered or conveyed to other parties, including mortgagees (other than the client) and the public through prospectus, offering memoranda, advertising, public relations, news, sales or other media.
- This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing. Use by any other person is a violation of AIC copyright. This appraisal report, its content and all attachments/addendums and their content are the property of the author who has signed this report (the author). The client, intended users and any appraisal facilitator are strictly forbidden and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.
- If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the appraiser, can be relied upon without fault.
- Where the intended use of this report is for financing or mortgage lending, and in accordance with the Office of the Superintendent of Financial Institutions Canada (OSFI) Residential Mortgage Underwriting Practices and Procedures B-20 (June 2012), it is the intended user's responsibility to grant mortgage loans on the basis of the borrower's demonstrated willingness and capacity to services his/her debt obligations.

I certify that, to the best of my knowledge and belief that:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my impartial and unbiased professional analyses, opinions and conclusions;
- I have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict of with respect to the parties involved with this assignment;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- My engagement in and compensation for this assignment were not contingent upon developing or reporting predetermined results, the amount of value estimate, or a conclusion favouring the client;
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
- I have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with the Canadian Uniform Standards of Professional Appraisal Practice;
- Except as herein disclosed, no one has provided significant professional assistance to the person(s) signing this report;
- As of the date of this report the undersigned has fulfilled the requirements of the Appraisal Institute of Canada Continuing Professional Development Program for members;
- The undersigned is (are all) members in good standing of the Appraisal Institute of Canada.

**CO-SIGNING AIC APPRAISER'S CERTIFICATION** If an AIC appraiser has co-signed this appraisal report, he or she certifies and agrees that "I directly supervised the appraiser who prepared this appraisal report and, having reviewed the report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certification and am taking full responsibility for the appraisal and the appraisal report."

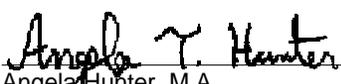
**PROPERTY IDENTIFICATION**

ADDRESS: Raymond Street, PCL 18914 & 19134 CITY: New Liskeard PROVINCE: ON POSTAL CODE: P0J 1P0

LEGAL DESCRIPTION: See Attached Addendum

BASED UPON THE DATA, ANALYSES AND CONCLUSIONS CONTAINED HEREIN, THE MARKET VALUE OF THE INTEREST IN THE PROPERTY DESCRIBED,

AS AT 02-Aug-2017 (Effective date of the appraisal) IS ESTIMATED TO BE \$ 195,000

<p><b>APPRAISER</b></p> <p>SIGNATURE: </p> <p>NAME: <u>Angela Hunter, M.A.</u></p> <p>AIC DESIGNATION (or Member Status): <u>Candidate</u></p> <p>DATE SIGNED: <u>30-Aug-2017</u></p> <p>PERSONALLY INSPECTED THE SUBJECT PROPERTY: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DATE OF INSPECTION: <u>02-Aug-2017</u></p> <p>LICENSE INFO: (where applicable) <u>909026</u></p> <p>NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.</p> <p>SOURCE OF DIGITAL SIGNATURE SECURITY:</p> <p>ATTACHMENTS AND ADDENDA: <input type="checkbox"/> ADDITIONAL SALES <input type="checkbox"/> EXTRAORDINARY ITEMS <input type="checkbox"/> NARRATIVE <input checked="" type="checkbox"/> PHOTOGRAPHS <input type="checkbox"/> BUILDING SKETCH</p> <p><input checked="" type="checkbox"/> MAPS <input type="checkbox"/> COST APPROACH <input type="checkbox"/> INCOME APPROACH <input type="checkbox"/></p>	<p><b>CO-SIGNING AIC APPRAISER (if applicable)</b></p> <p>SIGNATURE: </p> <p>NAME: <u>Robert Steele, B.A.</u></p> <p>AIC DESIGNATION: <u>CRA</u></p> <p>DATE SIGNED: <u>30-Aug-2017</u></p> <p>PERSONALLY INSPECTED THE SUBJECT PROPERTY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>DATE OF INSPECTION: <u>did not inspect</u></p> <p>LICENSE INFO: (where applicable) <u>905309</u></p> <p>NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.</p>
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CERTIFICATION

ASSUMPTIONS AND LIMITING CONDITIONS AND EXTRAORDINARY ITEMS

## ADDENDUM

Borrower:

File No.: 170503

Property Address: Raymond Street, PCL 18914 & 19134

Case No.:

City: New Liskeard

Province: ON

Postal Code: P0J 1P0

Lender: Municipality of Temiskaming Shores

### Legal Description

PIN: 613360480; PCL 18914 SEC SST PT; N 1/2 OF S 1/2 LT 9 CON 4 DYMOND PT 2 54R1380; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 54R5674 AS IN DT43224

PIN 613360176; PCL 19134 SEC SST; LT 1-3 PL M275TIM DYMOND;

Note: As per the instructions of the client, the lot 3 portion of PIN 613360176 is not included in this appraisal.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower:	File No.: 170503
Property Address: Raymond Street, PCL 18914 & 19134	Case No.:
City: New Liskeard	Prov.: ON P.C.: P0J 1P0
Lender: Municipality of Temiskaming Shores	



**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: August 2, 2017  
Appraised Value: \$ 195,000



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower:	File No.: 170503	
Property Address: Raymond Street, PCL 18914 & 19134	Case No.:	
City: New Liskeard	Prov.: ON	P.C.: P0J 1P0
Lender: Municipality of Temiskaming Shores		



COMPARABLE SALE #1

100 Driftwood Drive  
New Liskeard, P0J 1P0  
Sale Date: 13-May-2016  
Sale Price: \$ 57,000



COMPARABLE SALE #2

93 Driftwood Drive  
New Liskeard, P0J 1P0  
Sale Date: 25-Sep-2015  
Sale Price: \$ 80,000



COMPARABLE SALE #3

Lot 8 Con 4 Highway 11  
New Liskeard, P0J 1P0  
Sale Date: 06-Sep-2016  
Sale Price: \$ 140,000

**APPRAISAL OF**



**LOCATED AT:**

North half of Lot 9 Con 3, Grant Drive  
New Liskeard, ON P0J 1P0

**FOR:**

Municipality of Temiskaming Shores

**BORROWER:**

**AS OF:**

August 24, 2017

**BY:**

Robert Steele, B.A.

Steele & Associates  
Real Estate Consulting & Appraisal  
817517 Nipissing Road  
Cobalt, ON P0J 1C0

Municipality of Temiskaming Shores  
Jennifer Pye

Address of Property: North half of Lot 9 Con 3, Grant Drive  
New Liskeard, ON P0J 1P0

Market Value: \$ \$250,000

THIS REPORT CONTAINS AND IS SUBJECT TO specific terminology descriptions, conditions, and special limitations which may affect the stated opinion of value, the use, and the intended user of the report.

PLEASE CAREFULLY READ, AND PAY PARTICULAR ATTENTION TO all of these descriptions, conditions and special limitations.

As per the instructions of the client, it is assumed that the subject property has been re-zoned for residential development. The estimated value contained in this report is based on the extraordinary assumption that the highest and best use of subject is for residential development when economically feasible.



Robert Steele, B.A.  
CRA

# RESIDENTIAL APPRAISAL REPORT

REFERENCE: **Steele & Associates** FILE NO.: **172235**

<b>CLIENT</b>	CLIENT: <b>Municipality of Temiskaming Shores</b>	<b>APPRAISER</b>	APPRaiser: <b>Robert Steele, B.A.</b>	 <b>Appraisal Institute of Canada</b>
	ATTENTION: <b>Jennifer Pye</b>		COMPANY: <b>Steele &amp; Associates</b>	
	ADDRESS:		ADDRESS: <b>817517 Nipissing Rd., Cobalt, On. P0J 1C0</b>	
	E-MAIL:		E-MAIL: <b>rob@robertsteele.com</b>	
	PHONE: _____ FAX: _____		PHONE: <b>705.471.1173</b> FAX: <b>866.684.7444</b>	

<b>SUBJECT</b>	PROPERTY ADDRESS: <b>North half of Lot 9 Con 3, Grant Drive</b>	CITY: <b>New Liskeard</b>	PROVINCE: <b>ON</b>	POSTAL CODE: <b>P0J 1P0</b>	
	LEGAL DESCRIPTION: <b>See Attached Addendum</b>	Source: <b>GeoWarehouse</b>			
	MUNICIPALITY AND DISTRICT: <b>Municipality of Temiskaming Shores; District of Timiskaming</b>				

<b>ASSIGNMENT</b>	NAME: <b>Municipality of Temiskaming Shores</b> Name Type: <b>owner</b>
	PURPOSE OF THE APPRAISAL: To estimate market value (see definition herein) or <input type="checkbox"/> Other _____
	INTENDED USE OF THE APPRAISAL: <b>Potential sale</b>
	INTENDED USERS (by name or type): <b>Municipality of Temiskaming Shores</b>
	REQUESTED BY: <input checked="" type="checkbox"/> Client above <input type="checkbox"/> Other _____
	THIS APPRAISAL REPORT REPRESENTS THE FOLLOWING VALUE: (if not current, see comments) <input checked="" type="checkbox"/> Current <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective
	<input type="checkbox"/> Update of original report completed on _____ with an effective date of _____ File No. _____
	PROPERTY RIGHTS APPRAISED: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (see comments) OTHER OWNERSHIP: <input type="checkbox"/> Cooperative <input type="checkbox"/> Condominium/Strata <input type="checkbox"/> Other _____
	MAINTENANCE FEE (if applicable): \$ _____
	IS THE SUBJECT A FRACTIONAL INTEREST, PHYSICAL SEGMENT OR PARTIAL HOLDING? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, see comments) _____

<b>NEIGHBOURHOOD</b>	NATURE OF DISTRICT: <input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/> _____ TYPE OF DISTRICT: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural <input type="checkbox"/> Recreational <input type="checkbox"/> Agricultural TREND OF DISTRICT: <input type="checkbox"/> Improving <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Transition <input type="checkbox"/> Deteriorating <input type="checkbox"/> _____ BUILT-UP: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25 - 75% <input type="checkbox"/> Under 25% <input type="checkbox"/> Rural CONFORMITY Age: <input type="checkbox"/> Newer <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Older <input type="checkbox"/> _____ Condition: <input type="checkbox"/> Superior <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Inferior <input type="checkbox"/> _____ Size: <input checked="" type="checkbox"/> Larger <input type="checkbox"/> Similar <input type="checkbox"/> Smaller <input type="checkbox"/> _____	AGE RANGE OF PROPERTIES (years): From <b>1</b> To <b>100</b> PRICE RANGE OF PROPERTIES: \$ <b>40,000</b> To \$ <b>600,000</b> MARKET OVERVIEW: Supply: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor Demand: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor PRICE TRENDS: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining
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COMMENTS: **The subject is located in a mixed use neighbourhood at the northern end of the Municipality of Temiskaming shores. The immediate area consists of highway service commercial businesses such as a gas station, car dealership and hotel, as well as the Breault subdivision consisting of detached single family dwellings. No negative influences noted.**

<b>SITE</b>	SITE DIMENSIONS: <b>not available</b> SITE AREA: <b>9.22 acres</b> <input type="checkbox"/> Sq. Ft. <input type="checkbox"/> Sq. M. <input checked="" type="checkbox"/> Acres <input type="checkbox"/> Hectares Source: <b>Municipality</b> TOPOGRAPHY: <b>level</b> CONFIGURATION: <b>irregular</b> ZONING: <b>As if residential</b> Source: <b>MPAC</b>	UTILITIES: <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Sanitary Sewer <input type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Septic <input checked="" type="checkbox"/> Open Ditch <input type="checkbox"/> _____ WATER SUPPLY: <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Private Well <input type="checkbox"/> Other _____ FEATURES: <input type="checkbox"/> Gravel Road <input checked="" type="checkbox"/> Paved Road <input type="checkbox"/> Lane <input type="checkbox"/> Sidewalk <input type="checkbox"/> Curbs <input type="checkbox"/> Street Lights <input type="checkbox"/> Cablevision <input type="checkbox"/> _____ ELECTRICAL: <input type="checkbox"/> Overhead <input checked="" type="checkbox"/> Underground <input type="checkbox"/> _____ DRIVEWAY: <input type="checkbox"/> Private <input type="checkbox"/> Mutual <input checked="" type="checkbox"/> None <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Underground <input type="checkbox"/> Laneway <input type="checkbox"/> _____ Surface: <b>no driveway</b> PARKING: <input type="checkbox"/> Garage <input type="checkbox"/> Carport <input type="checkbox"/> Driveway <input checked="" type="checkbox"/> Street LANDSCAPING: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor CURB APPEAL: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor
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COMMENTS: **The subject site is level and clear with no negative features noted. According to municipal officials, municipal water and sewer services are available to be extended to the subject property for development. As per the instructions of the client, it is assumed that the subject property has been re-zoned for residential development. The estimated value contained in this report is based on the extraordinary assumption that the highest and best use of subject is for residential development when economically feasible.**



# RESIDENTIAL APPRAISAL REPORT

Steele & Associates

FILE NO.: 172235

REFERENCE:	ANALYSIS OF KNOWN CURRENT AGREEMENTS FOR SALE, OPTIONS, LISTINGS OR MARKETING OF THE SUBJECT: (minimum of one year) <u>There has been no known MLS sales or listing activity of the subject within the past year.</u>
SALES HISTORY	ANALYSIS OF SALE TRANSFER HISTORY: (minimum of three years) <u>There has been no transfer activity of the subject property within the past 3 years.</u>
EXPOSURE TIME	ANALYSIS OF REASONABLE EXPOSURE TIME: <u>Depending on season &amp; listing price, a reasonable market exposure time for the subject is estimated to be between three and twelve months.</u>
RECONCILIATION AND FINAL ESTIMATE OF VALUE	RECONCILIATION AND FINAL ESTIMATE OF VALUE: <u>The sales comparison approach is the preferred method of estimating market value for this category of property.</u>
DEFINITIONS	<p>UPON REVIEWING AND RECONCILING THE DATA, ANALYSES AND CONCLUSIONS OF EACH VALUATION APPROACH, THE MARKET VALUE OF THE INTEREST IN THE SUBJECT PROPERTY AS AT <u>24-Aug-2017</u> (Effective Date of the Appraisal) IS ESTIMATED TO BE \$ <u>250,000</u></p> <p>THIS REPORT WAS COMPLETED ON: <u>20-Sep-2017</u></p> <p><b>DEFINITION OF MARKET VALUE:</b> The most probable price which a property should bring in a competitive and open market as of the specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.</p> <p>Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: buyer and seller are typically motivated; both parties are well informed or well advised, and acting in what they consider their own best interests; a reasonable time is allowed for exposure in the open market; payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.</p> <p>(Source: Canadian Uniform Standards of Professional Appraisal Practice) <i>Note: If other than market value is being appraised, see additional comments.</i></p> <p><b>DEFINITION OF HIGHEST AND BEST USE:</b> The reasonably probable and legal use of the property, that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.</p>
SCOPE	<p>The scope of the appraisal encompasses the due diligence undertaken by the appraiser (consistent with the terms of reference from the client, the purpose and intended use of the report) and the necessary research and analysis to prepare a report in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) of the Appraisal Institute of Canada. The following comments describe the extent of the process of collecting, confirming and reporting data and its analysis, describe relevant procedures and reasoning details supporting the analysis, and provide the reason for the exclusion of any usual valuation procedures.</p> <p>The appraisal issue that is the focus of this engagement has been discussed and defined with the client, the work required to solve the issue planned, and the necessary market data acquired, analyzed and reconciled into an estimate of market value in a manner typically expected in a "form" report.</p> <p>The specific tasks and items necessary to complete this assignment include a summary of the following:</p> <ol style="list-style-type: none"> <li>1. assembly and analysis of relevant information pertaining to the property being appraised, including listing and acquisition particulars if acquired within three years prior to the effective date of the appraisal;</li> <li>2. an inspection of the subject property and the surrounding area;</li> <li>3. assembly and analysis of pertinent economic and market data;</li> <li>4. an analysis of land use controls pertaining to the subject property;</li> <li>5. a summary discussion and statement of "Highest and Best Use", or most probable use;</li> <li>6. a discussion of the appraisal methodologies and procedures employed in arriving at the indications of value;</li> <li>7. inclusion of photographs, maps, graphics and addendum/exhibits when deemed appropriate; and</li> <li>8. reconciliation of the collected data into an estimate of market value or market value range as at the effective date of the appraisal.</li> </ol> <p>All data considered appropriate for inclusion in the appraisal is, to the best of our knowledge, factual. Due to the type of property being appraised and the nature of the appraisal issue, the findings have been conveyed in this "form" format.</p> <p>Other: <u>All information pertaining to the comparables was obtained from MPAC and MLS profiles and is assumed to be accurate.</u></p>

# RESIDENTIAL APPRAISAL REPORT

Steele & Associates

FILE NO.: 172235

REFERENCE:

**ASSUMPTIONS AND LIMITING CONDITIONS AND EXTRAORDINARY ITEMS**

**ORDINARY ASSUMPTIONS & LIMITING CONDITIONS**

- The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA) and the following conditions:
- This report is prepared at the request of the client and for the specific use referred to herein. It is not reasonable for any other party to rely on this appraisal without first obtaining written authorization from the client, the author and any supervisory appraiser, subject to the qualification in paragraph 11 below. Liability is expressly denied to any person other than the client and those who obtain written consent and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
  - Because market conditions, including economic, social and political factors change rapidly and, on occasion, without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser and confirmed in writing.
  - The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. No registry office search has been performed and the appraiser assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report. The property is appraised on the basis of it being under responsible ownership.
  - The subject property is presumed to comply with government regulations including zoning, building codes and health regulations and, if it doesn't comply, its non-compliance may affect market value.
  - No survey of the property has been made. Any sketch in the appraisal report shows approximate dimensions and is included only to assist the reader of the report in visualizing the property.
  - This report is completed on the basis that testimony or appearance in court concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and the provision of appropriate compensation.
  - Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.
  - The appraiser is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the subject property.
  - The analysis set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. Unless otherwise stated herein, we did not verify client-supplied information, which we believed to be correct.
  - The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work.
  - The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the Canadian Uniform Standards of Professional Appraisal Practice ("The Standards") and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The appraiser acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the Canadian Uniform Standards of Professional Appraisal Practice (the "Standards") and in accordance with the appraiser's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the appraiser's privacy policy and in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA).
  - The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format are appropriate for the intended use.
  - Written consent from the author and supervisory appraiser, if applicable, must be obtained before any part of the appraisal report can be used for any purpose by anyone except the client and other intended users identified in the report. Where the client is the mortgagee and the loan is insured, liability is extended to the mortgage insurer. Liability to any other party or for any other use is expressly denied regardless of who pays the appraisal fee. Written consent and approval must also be obtained before the appraisal (or any part of it) can be altered or conveyed to other parties, including mortgagees (other than the client) and the public through prospectus, offering memoranda, advertising, public relations, news, sales or other media.
  - This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing. Use by any other person is a violation of AIC copyright. This appraisal report, its content and all attachments/addendums and their content are the property of the author who has signed this report (the author). The client, intended users and any appraisal facilitator are strictly forbidden and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.
  - If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the appraiser, can be relied upon without fault.
  - Where the intended use of this report is for financing or mortgage lending, and in accordance with the Office of the Superintendent of Financial Institutions Canada (OSFI) Residential Mortgage Underwriting Practices and Procedures B-20 (June 2012), it is the intended user's responsibility to grant mortgage loans on the basis of the borrower's demonstrated willingness and capacity to services his/her debt obligations.

I certify that, to the best of my knowledge and belief that:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my impartial and unbiased professional analyses, opinions and conclusions;
- I have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict of with respect to the parties involved with this assignment;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- My engagement in and compensation for this assignment were not contingent upon developing or reporting predetermined results, the amount of value estimate, or a conclusion favouring the client;
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
- I have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with the Canadian Uniform Standards of Professional Appraisal Practice;
- Except as herein disclosed, no one has provided significant professional assistance to the person(s) signing this report;
- As of the date of this report the undersigned has fulfilled the requirements of the Appraisal Institute of Canada Continuing Professional Development Program for members;
- The undersigned is (are all) members in good standing of the Appraisal Institute of Canada.

**CO-SIGNING AIC APPRAISER'S CERTIFICATION** If an AIC appraiser has co-signed this appraisal report, he or she certifies and agrees that "I directly supervised the appraiser who prepared this appraisal report and, having reviewed the report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certification and am taking full responsibility for the appraisal and the appraisal report."

**PROPERTY IDENTIFICATION**

ADDRESS: North half of Lot 9 Con 3, Grant Drive CITY: New Liskeard PROVINCE: ON POSTAL CODE: P0J 1P0

LEGAL DESCRIPTION: See Attached Addendum

BASED UPON THE DATA, ANALYSES AND CONCLUSIONS CONTAINED HEREIN, THE MARKET VALUE OF THE INTEREST IN THE PROPERTY DESCRIBED,

AS AT 24-Aug-2017 (Effective date of the appraisal) IS ESTIMATED TO BE \$ 250,000

**CERTIFICATION**

**APPRAISER**

SIGNATURE:   
 NAME: Robert Steele, B.A.

AIC DESIGNATION (or Member Status): CRA

DATE SIGNED: 21-Sep-2017

PERSONALLY INSPECTED THE SUBJECT PROPERTY:  YES  NO

DATE OF INSPECTION: 24-Aug-2017

LICENSE INFO: (where applicable) \_\_\_\_\_

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

SOURCE OF DIGITAL SIGNATURE SECURITY: \_\_\_\_\_

**CO-SIGNING AIC APPRAISER (if applicable)**

SIGNATURE:   
 NAME: Michael Potashnyk

AIC DESIGNATION: AACI

DATE SIGNED: 22-Sep-2017

PERSONALLY INSPECTED THE SUBJECT PROPERTY:  YES  NO

DATE OF INSPECTION: \_\_\_\_\_

LICENSE INFO: (where applicable) \_\_\_\_\_

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

- ATTACHMENTS AND ADDENDA:  ADDITIONAL SALES  EXTRAORDINARY ITEMS  NARRATIVE  PHOTOGRAPHS  BUILDING SKETCH  
 MAPS  COST APPROACH  INCOME APPROACH  \_\_\_\_\_  \_\_\_\_\_

# RESIDENTIAL APPRAISAL REPORT - ADDENDUM

REFERENCE:	Steele & Associates		FILE NO:	172235
CLIENT	CLIENT: <b>Municipality of Temiskaming Shores</b>	APPRAISER:	APPRAISER: <b>Robert Steele, B.A.</b>	
	ATTENTION: <b>Jennifer Pye</b>	COMPANY:	COMPANY: <b>Steele &amp; Associates</b>	
	ADDRESS:	ADDRESS:	ADDRESS: <b>817517 Nipissing Rd., Cobalt, On. P0J 1C0</b>	
	E-MAIL:	E-MAIL:	E-MAIL: <b>rob@robertsteele.com</b>	
	PHONE:	PHONE:	PHONE: <b>705.471.1173</b>	FAX: <b>866.684.7444</b>
	FAX:			



**EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS**  
 An extraordinary assumption is a hypothesis, either supposed or unconfirmed, which, if not true, could alter the appraiser's opinions and conclusions (e.g. an absence of contamination where such contamination is possible, the presence of a municipal sanitary sewer where unknown or uncertain). An extraordinary limiting condition is a necessary modification or exclusion of a Standard Rule which must be explained and justified by the appraiser (e.g. exclusion of one or more valuation approaches). The appraiser must conclude before accepting the assignment which involves invoking an Extraordinary Limiting Condition that the scope of the work applied will result in opinions and conclusions which are credible. Both must accompany statements of each opinion/conclusion so affected.

**HYPOTHETICAL CONDITIONS**  
 Hypothetical conditions may be used when they are required for legal purpose, for purposes of reasonable analysis or for purposes of comparison. Common hypothetical conditions include proposed improvements and prospective appraisals. For every Hypothetical Condition, an Extraordinary Assumption is required (see above). An analysis based on a hypothetical condition must not result in an appraisal report that is misleading or that relies on actions or events that would be illegal or improbable within the context of the assignment. Following is a description of each hypothetical condition applied to this report, the rationale for its use and its effect on the result of the assignment.

**As per the instructions of the client, it is assumed that the subject property has been re-zoned for residential development. The estimated value contained in this report is based on the extraordinary assumption that the highest and best use of subject is for residential development when economically feasible.**

**JURISDICTIONAL EXCEPTION**  
 The Jurisdictional Exception permits the appraiser to disregard a part or parts of the Standards determined to be contrary to law or public policy in a given jurisdiction and only that part shall be void and of no force or effect in that jurisdiction. The following comments identify the part or parts disregarded, if any, and the legal authority justifying these actions.

## ADDENDUM

Borrower:	File No.: 172235	
Property Address: North half of Lot 9 Con 3, Grant Drive	Case No.:	
City: New Liskeard	Province: ON	Postal Code: P0J 1P0
Lender: Municipality of Temiskaming Shores		

### Legal Description

PIN: 613360577; N 1/2 LT 9 CON 3 DYMOND EXCEPT PT 1 54R4895, LT67691, LT113455, LT122739, PT 1 TO 4 TER83, LT138238, PT 1 TER277, PT 1, 2 54R3445, PT 1 54R3521, PT 1 TO 3 54R3676, PT 1 54R4098, PT 2 54R4138, SRO LT114407, PT 1 TO 3 54R5247;

### Direct Comparison Approach Conclusions

The comparables used in this report represent the best available sales for comparative analysis purposes due to their physical &/or locational attributes that a prospective purchaser would consider as substitutes for the subject property. Due to a lack of more recent sales in this category, all of the comparables are slightly time dated and for the same reason adjusting for time is indeterminable, therefore no time adjustment has been applied.

The comparables used in this report represent the best available MLS sales for comparative analysis purposes due to their physical &/or locational attributes that a prospective purchaser would consider as substitutes for the subject property. Due to a lack of more recent sales in this category, all of the comparables are slightly time dated. Property values have remained relatively stable over the past year, therefore no time adjustments have been applied.

Comparable #1 is a vacant lot zoned for institutional development in the same community as the subject property. The comparable is 5.25 acres in size and sold for \$150,000 or a price of \$0.62/ Sq.Ft. The square foot price of this comparable requires requires minimal adjustment.

Comparable #2 is the sale of a vacant commercial lot in the same neighbourhood as the subject property. The comparable is 2.17 acres in size and sold for \$140,000, or a price of \$1.48/Sq.Ft. The square foot price of this comparable requires a downward adjustment for economy of scale and for location due to having good highway exposure.

Comparable #3 is a sale of a vacant double residential lot in the same neighbourhood as the subject property. This comparable is 0.40 acres in size and sold for \$80,000, or a price of \$4.59/Sq.Ft. The square foot price of this comparable requires a downward adjustment for economy of scale, and for the comparable being a developed lot.

Before adjustments, the comparables present a price per square foot value ranging from \$0.62/Sq.Ft to \$4.59/Sq.Ft. After the subjective adjustment process has been applied, the estimated square foot value of the subject property is narrowed to between \$0.62/Sq.Ft and \$1.48/Sq.Ft.

In weighing the attributes and characteristics of the subject property relative to those of the available comparables, it is the opinion of the appraiser that the estimated market value for the subject falls close to the lower end of the narrowed range of the adjusted value of the comparables at \$0.65/Sq.Ft. calculated as \$0.62/Sq.Ft. x 401,623 Sq.Ft. which results in an estimated market value of \$249,006.

Rounded as per market norms to \$250,000.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower:	File No.: 172235	
Property Address: North half of Lot 9 Con 3, Grant Drive	Case No.:	
City: New Liskeard	Prov.: ON	P.C.: P0J 1P0
Lender: Municipality of Temiskaming Shores		

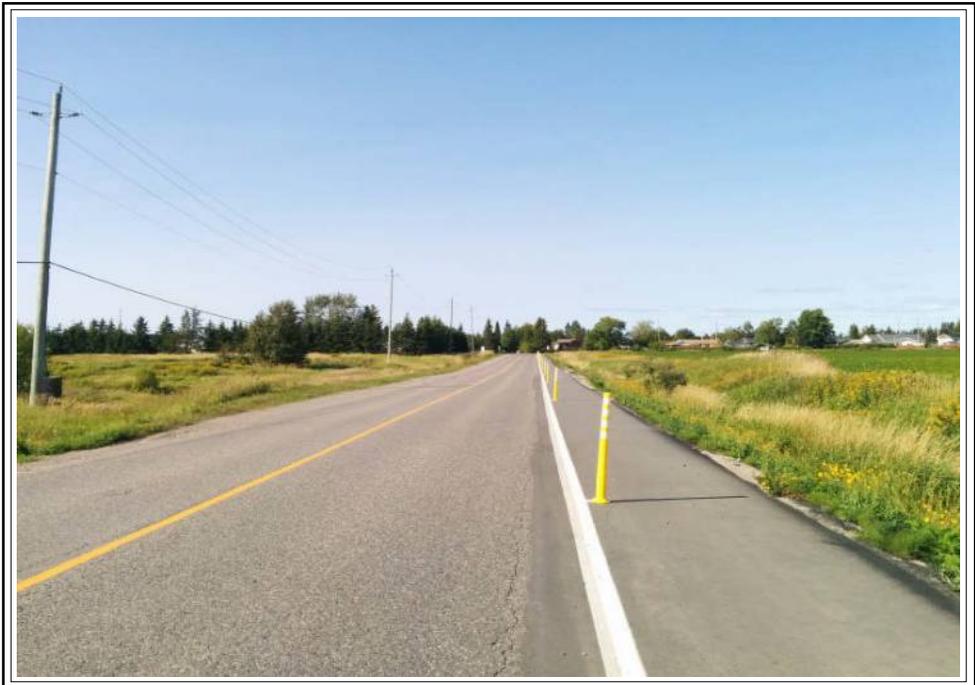


**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: August 24, 2017  
Appraised Value: \$ 250,000



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower:	File No.: 172235	
Property Address: North half of Lot 9 Con 3, Grant Drive	Case No.:	
City: New Liskeard	Prov.: ON	P.C.: P0J 1P0
Lender: Municipality of Temiskaming Shores		



COMPARABLE SALE #1

240 Shepherdson Road  
New Liskeard, P0J 1P0  
Sale Date: 30-Jun-2015  
Sale Price: \$ 150,000



COMPARABLE SALE #2

Part Lot 8 Con 4 HWY 11  
New Liskeard, P0J 1P0  
Sale Date: 06-Sep-2016  
Sale Price: \$ 140,000

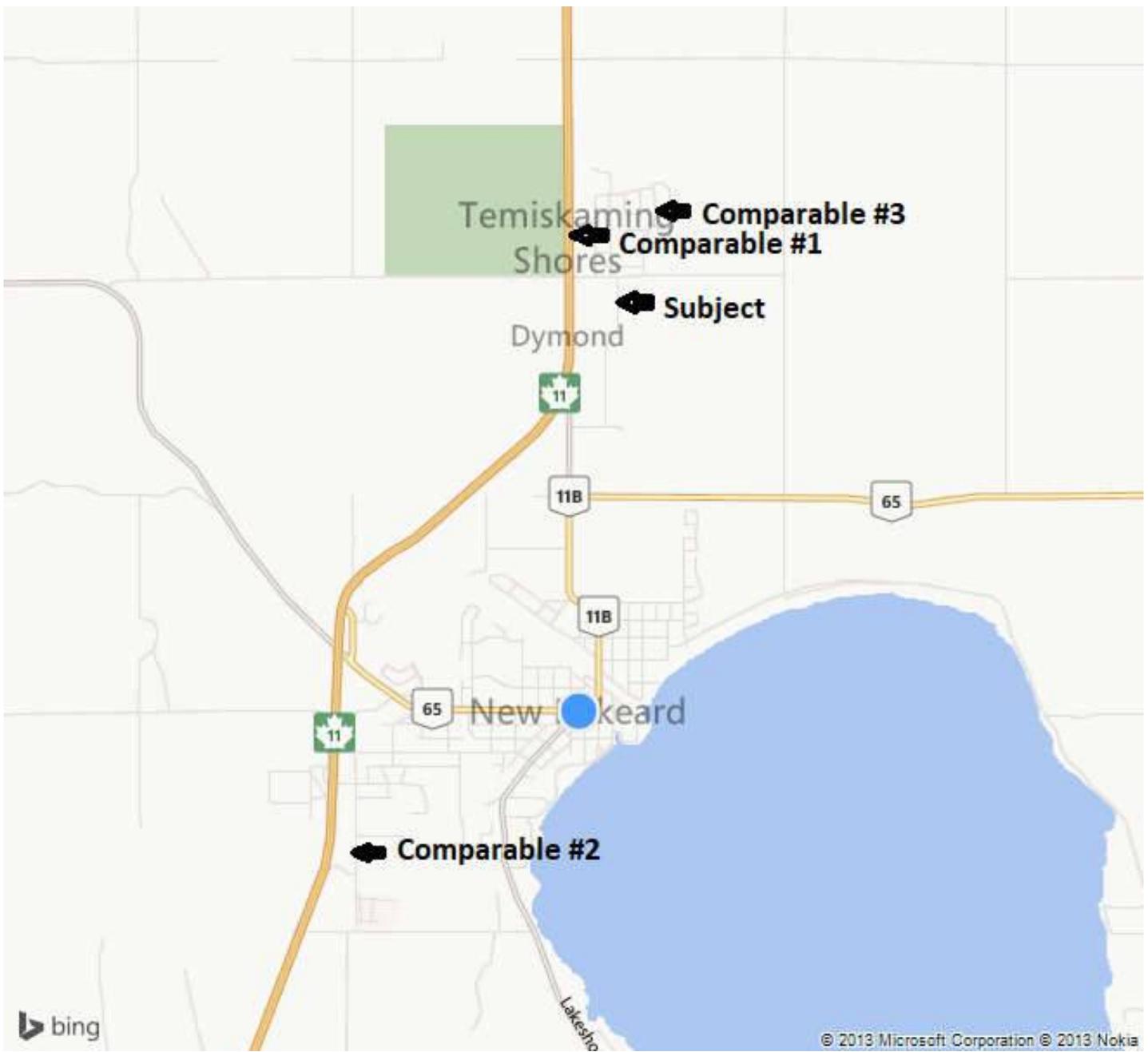


COMPARABLE SALE #3

93 Driftwood Drive  
New Liskeard, P0J 1P0  
Sale Date: 25-Sep-2015  
Sale Price: \$ 80,000

LOCATION MAP

Borrower:	File No.: 172235	
Property Address: North half of Lot 9 Con 3, Grant Drive	Case No.:	
City: New Liskeard	Prov.: ON	P.C.: P0J 1P0
Lender: Municipality of Temiskaming Shores		



**APPRAISAL OF**



**LOCATED AT:**

Parcel 20419 Bay Street  
New Liskeard, ON P0J 1P0

**FOR:**

Municipality of Temiskaming Shores

**BORROWER:**

**AS OF:**

**BY:**

Angela Hunter, M.A.

Steele & Associates  
Real Estate Consulting & Appraisal  
227 Toke Street  
Timmins, ON P4N 6V3

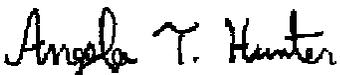
Municipality of Temiskaming Shores  
Jennifer Pye

Address of Property: Parcel 20419 Bay Street  
New Liskeard, ON P0J 1P0

Market Value: \$ 90,000

THIS REPORT CONTAINS AND IS SUBJECT TO specific terminology descriptions, conditions, and special limitations which may affect the stated opinion of value, the use, and the intended user of the report.

PLEASE CAREFULLY READ, AND PAY PARTICULAR ATTENTION TO all of these descriptions, conditions and special limitations.

  
Angela Hunter, M.A.  
Candidate

# RESIDENTIAL APPRAISAL REPORT

REFERENCE: Steele & Associates FILE NO.: 170502

<b>CLIENT</b>	CLIENT: <u>Municipality of Temiskaming Shores</u>	<b>APPRAISER</b>	APPRaiser: <u>Angela Hunter, M.A.</u>	 <b>Appraisal Institute of Canada</b>
	ATTENTION: <u>Jennifer Pye</u>		COMPANY: <u>Steele &amp; Associates</u>	
	ADDRESS: _____		ADDRESS: <u>817517 Nipissing Rd., Cobalt, On. P0J 1C0</u>	
	E-MAIL: _____		E-MAIL: <u>www.wevaluethenorth.com</u>	
	PHONE: _____ FAX: _____		PHONE: <u>705.995.3220</u> FAX: <u>866.684.7444</u>	

<b>SUBJECT</b>	PROPERTY ADDRESS: <u>Parcel 20419 Bay Street</u>	CITY: <u>New Liskeard</u>	PROVINCE: <u>ON</u>	POSTAL CODE: <u>P0J 1P0</u>	
	LEGAL DESCRIPTION: <u>See Attached Addendum</u>				
	Source: <u>GeoWarehouse</u>				
	MUNICIPALITY AND DISTRICT: <u>Municipality of Temiskaming Shores, District of Timiskaming</u>				

<b>ASSIGNMENT</b>	NAME: <u>Municipality of Temiskaming Shores</u>	Name Type: <u>Owner</u>
	PURPOSE OF THE APPRAISAL: To estimate market value (see definition herein) or <input type="checkbox"/> Other _____	
	INTENDED USE OF THE APPRAISAL: <u>Potential sale</u>	
	INTENDED USERS (by name or type): <u>Municipality of Temiskaming Shores</u>	
	REQUESTED BY: <input checked="" type="checkbox"/> Client above <input type="checkbox"/> Other _____	
	THIS APPRAISAL REPORT REPRESENTS THE FOLLOWING VALUE: (if not current, see comments) <input checked="" type="checkbox"/> Current <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective	
	<input type="checkbox"/> Update of original report completed on _____ with an effective date of _____ File No. _____	
	PROPERTY RIGHTS APPRAISED: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (see comments) OTHER OWNERSHIP: <input type="checkbox"/> Cooperative <input type="checkbox"/> Condominium/Strata <input type="checkbox"/> Other _____	
	MAINTENANCE FEE (if applicable): \$ _____	
	IS THE SUBJECT A FRACTIONAL INTEREST, PHYSICAL SEGMENT OR PARTIAL HOLDING? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, see comments) _____	

<b>NEIGHBOURHOOD</b>	NATURE OF DISTRICT: <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/> _____					
	TYPE OF DISTRICT: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural <input type="checkbox"/> Recreational <input type="checkbox"/> Agricultural	AGE RANGE OF PROPERTIES (years):	From	To		
	TREND OF DISTRICT: <input type="checkbox"/> Improving <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Transition <input type="checkbox"/> Deteriorating <input type="checkbox"/> _____	PRICE RANGE OF PROPERTIES:	\$ 50,000	\$ 500,000		
	BUILT-UP: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25 - 75% <input type="checkbox"/> Under 25% <input type="checkbox"/> Rural	<b>stable</b>				
	CONFORMITY Age: <input type="checkbox"/> Newer <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Older <input type="checkbox"/> _____	MARKET OVERVIEW: Supply: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor				
	Condition: <input type="checkbox"/> Superior <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Inferior <input type="checkbox"/> _____	Demand: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor				
	Size: <input type="checkbox"/> Larger <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Smaller <input type="checkbox"/> _____	PRICE TRENDS: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining				
	EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS An extraordinary assumption or limiting condition has been invoked in this appraisal report. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, see attached addendum.					
	HYPOTHETICAL CONDITIONS A hypothetical condition has been invoked in this appraisal report. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, see attached addendum.					
	JURISDICTIONAL EXCEPTION A jurisdictional exception has been invoked in this appraisal report. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, see attached addendum.					

COMMENTS: The subject site is a vacant lot located near the centre of the former Town of New Liskeard, now part of the Municipality of Temiskaming Shores. The immediate area consists of a mix of detached single family and detached multi family dwellings. The subject is located within walking distance of amenities and the municipal waterfront park. No negative influences noted in the area.

<b>SITE</b>	SITE DIMENSIONS: <u>not available</u>	UTILITIES: <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Sanitary Sewer <input checked="" type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Septic
	SITE AREA: <u>1.5</u> Sq. Ft. <input type="checkbox"/> Sq. M. <input checked="" type="checkbox"/> Acres <input type="checkbox"/> Hectares	<input type="checkbox"/> Open Ditch <input type="checkbox"/> _____
	Source: <u>Municipality</u>	WATER SUPPLY: <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Private Well <input type="checkbox"/> Other _____
	TOPOGRAPHY: <u>level</u>	FEATURES: <input type="checkbox"/> Gravel Road <input checked="" type="checkbox"/> Paved Road <input type="checkbox"/> Lane <input type="checkbox"/> Sidewalk <input type="checkbox"/> Curbs
	CONFIGURATION: <u>irregular</u>	<input checked="" type="checkbox"/> Street Lights <input type="checkbox"/> Cablevision <input type="checkbox"/> _____
	ZONING: <u>R4- Apartment Residential</u>	ELECTRICAL: <input checked="" type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> _____
	_____	DRIVEWAY: <input type="checkbox"/> Private <input type="checkbox"/> Mutual <input checked="" type="checkbox"/> None <input type="checkbox"/> Single <input type="checkbox"/> Double
	_____	<input type="checkbox"/> Underground <input type="checkbox"/> Laneway <input type="checkbox"/> _____
	Source: <u>Municipality</u>	Surface: <u>no driveway</u>
	DOES EXISTING USE CONFORM TO ZONING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (see comments)	PARKING: <input type="checkbox"/> Garage <input type="checkbox"/> Carport <input type="checkbox"/> Driveway <input checked="" type="checkbox"/> Street

COMMENTS: The subject site is relatively level and mostly cleared. According to the municipality the following site conditions need to be considered for development: Soil investigation and engineered fill will be required. 181.7 CGD flood hazard constraint area elevation will need to be identified, a storm sewer easement will need to be put in place or the storm sewer will require relocation, Bay Street will be required to be brought up to standard, an engineer's report will be required to confirm sufficient capacity of mains.



# RESIDENTIAL APPRAISAL REPORT

Steele & Associates

FILE NO.: 170502

REFERENCE:	ANALYSIS OF KNOWN CURRENT AGREEMENTS FOR SALE, OPTIONS, LISTINGS OR MARKETING OF THE SUBJECT: (minimum of one year) <u>There have been no known MLS sales or listing activity of the subject property within the past three years.</u>
SALES HISTORY	ANALYSIS OF SALE TRANSFER HISTORY: (minimum of three years) <u>According to GeoWarehouse, there has been no transfer activity of the subject property within the past three years.</u>
EXPOSURE TIME	ANALYSIS OF REASONABLE EXPOSURE TIME: <u>Depending on season and listing price, a reasonable market exposure time for the subject is estimated to be less than 90 days.</u>
RECONCILIATION AND FINAL ESTIMATE OF VALUE	RECONCILIATION AND FINAL ESTIMATE OF VALUE: <u>The sales comparison approach is the preferred method of estimating market value for this type of property.</u>
DEFINITIONS	<p>UPON REVIEWING AND RECONCILING THE DATA, ANALYSES AND CONCLUSIONS OF EACH VALUATION APPROACH, THE MARKET VALUE OF THE INTEREST IN THE SUBJECT PROPERTY AS AT <u>07-Sep-2017</u> (Effective Date of the Appraisal) IS ESTIMATED TO BE \$ <u>90,000</u></p> <p>THIS REPORT WAS COMPLETED ON: <u>11-Sep-2017</u></p> <p><b>DEFINITION OF MARKET VALUE:</b> The most probable price which a property should bring in a competitive and open market as of the specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.</p> <p>Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: buyer and seller are typically motivated; both parties are well informed or well advised, and acting in what they consider their own best interests; a reasonable time is allowed for exposure in the open market; payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.</p> <p>(Source: Canadian Uniform Standards of Professional Appraisal Practice) <i>Note: If other than market value is being appraised, see additional comments.</i></p> <p><b>DEFINITION OF HIGHEST AND BEST USE:</b> The reasonably probable and legal use of the property, that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.</p>
SCOPE	<p>The scope of the appraisal encompasses the due diligence undertaken by the appraiser (consistent with the terms of reference from the client, the purpose and intended use of the report) and the necessary research and analysis to prepare a report in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) of the Appraisal Institute of Canada. The following comments describe the extent of the process of collecting, confirming and reporting data and its analysis, describe relevant procedures and reasoning details supporting the analysis, and provide the reason for the exclusion of any usual valuation procedures.</p> <p>The appraisal issue that is the focus of this engagement has been discussed and defined with the client, the work required to solve the issue planned, and the necessary market data acquired, analyzed and reconciled into an estimate of market value in a manner typically expected in a "form" report.</p> <p>The specific tasks and items necessary to complete this assignment include a summary of the following:</p> <ol style="list-style-type: none"> <li>1. assembly and analysis of relevant information pertaining to the property being appraised, including listing and acquisition particulars if acquired within three years prior to the effective date of the appraisal;</li> <li>2. an inspection of the subject property and the surrounding area;</li> <li>3. assembly and analysis of pertinent economic and market data;</li> <li>4. an analysis of land use controls pertaining to the subject property;</li> <li>5. a summary discussion and statement of "Highest and Best Use", or most probable use;</li> <li>6. a discussion of the appraisal methodologies and procedures employed in arriving at the indications of value;</li> <li>7. inclusion of photographs, maps, graphics and addendum/exhibits when deemed appropriate; and</li> <li>8. reconciliation of the collected data into an estimate of market value or market value range as at the effective date of the appraisal.</li> </ol> <p>All data considered appropriate for inclusion in the appraisal is, to the best of our knowledge, factual. Due to the type of property being appraised and the nature of the appraisal issue, the findings have been conveyed in this "form" format.</p> <p>Other: <u>All information pertaining to the comparables was obtained from MPAC and MLS profiles and is assumed to be accurate.</u></p>

# RESIDENTIAL APPRAISAL REPORT

Steele & Associates

FILE NO.: 170502

REFERENCE:

**ASSUMPTIONS AND LIMITING CONDITIONS AND EXTRAORDINARY ITEMS**

**ORDINARY ASSUMPTIONS & LIMITING CONDITIONS**

- The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA) and the following conditions:
- This report is prepared at the request of the client and for the specific use referred to herein. It is not reasonable for any other party to rely on this appraisal without first obtaining written authorization from the client, the author and any supervisory appraiser, subject to the qualification in paragraph 11 below. Liability is expressly denied to any person other than the client and those who obtain written consent and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
  - Because market conditions, including economic, social and political factors change rapidly and, on occasion, without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser and confirmed in writing.
  - The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. No registry office search has been performed and the appraiser assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report. The property is appraised on the basis of it being under responsible ownership.
  - The subject property is presumed to comply with government regulations including zoning, building codes and health regulations and, if it doesn't comply, its non-compliance may affect market value.
  - No survey of the property has been made. Any sketch in the appraisal report shows approximate dimensions and is included only to assist the reader of the report in visualizing the property.
  - This report is completed on the basis that testimony or appearance in court concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and the provision of appropriate compensation.
  - Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.
  - The appraiser is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the subject property.
  - The analysis set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. Unless otherwise stated herein, we did not verify client-supplied information, which we believed to be correct.
  - The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work.
  - The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the Canadian Uniform Standards of Professional Appraisal Practice ("The Standards") and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The appraiser acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the Canadian Uniform Standards of Professional Appraisal Practice (the "Standards") and in accordance with the appraiser's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the appraiser's privacy policy and in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA).
  - The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format are appropriate for the intended use.
  - Written consent from the author and supervisory appraiser, if applicable, must be obtained before any part of the appraisal report can be used for any purpose by anyone except the client and other intended users identified in the report. Where the client is the mortgagee and the loan is insured, liability is extended to the mortgage insurer. Liability to any other party or for any other use is expressly denied regardless of who pays the appraisal fee. Written consent and approval must also be obtained before the appraisal (or any part of it) can be altered or conveyed to other parties, including mortgagees (other than the client) and the public through prospectus, offering memoranda, advertising, public relations, news, sales or other media.
  - This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing. Use by any other person is a violation of AIC copyright. This appraisal report, its content and all attachments/addendums and their content are the property of the author who has signed this report (the author). The client, intended users and any appraisal facilitator are strictly forbidden and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.
  - If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the appraiser, can be relied upon without fault.
  - Where the intended use of this report is for financing or mortgage lending, and in accordance with the Office of the Superintendent of Financial Institutions Canada (OSFI) Residential Mortgage Underwriting Practices and Procedures B-20 (June 2012), it is the intended user's responsibility to grant mortgage loans on the basis of the borrower's demonstrated willingness and capacity to services his/her debt obligations.

I certify that, to the best of my knowledge and belief that:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my impartial and unbiased professional analyses, opinions and conclusions;
- I have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict of with respect to the parties involved with this assignment;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- My engagement in and compensation for this assignment were not contingent upon developing or reporting predetermined results, the amount of value estimate, or a conclusion favouring the client;
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
- I have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with the Canadian Uniform Standards of Professional Appraisal Practice;
- Except as herein disclosed, no one has provided significant professional assistance to the person(s) signing this report;
- As of the date of this report the undersigned has fulfilled the requirements of the Appraisal Institute of Canada Continuing Professional Development Program for members;
- The undersigned is (are all) members in good standing of the Appraisal Institute of Canada.

**CO-SIGNING AIC APPRAISER'S CERTIFICATION** If an AIC appraiser has co-signed this appraisal report, he or she certifies and agrees that "I directly supervised the appraiser who prepared this appraisal report and, having reviewed the report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certification and am taking full responsibility for the appraisal and the appraisal report."

**PROPERTY IDENTIFICATION**

ADDRESS: Parcel 20419 Bay Street CITY: New Liskeard PROVINCE: ON POSTAL CODE: P0J 1P0

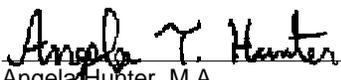
LEGAL DESCRIPTION: See Attached Addendum

BASED UPON THE DATA, ANALYSES AND CONCLUSIONS CONTAINED HEREIN, THE MARKET VALUE OF THE INTEREST IN THE PROPERTY DESCRIBED,

AS AT 07-Sep-2017 (Effective date of the appraisal) IS ESTIMATED TO BE \$ 90,000

**CERTIFICATION**

**APPRAISER**

SIGNATURE:   
 NAME: Angela Hunter, M.A.  
 AIC DESIGNATION (or Member Status): Candidate  
 DATE SIGNED: 12-Sep-2017  
 PERSONALLY INSPECTED THE SUBJECT PROPERTY:  YES  NO  
 DATE OF INSPECTION: 07-Sep-2017  
 LICENSE INFO: (where applicable) 909026

**CO-SIGNING AIC APPRAISER (if applicable)**

SIGNATURE:   
 NAME: Robert Steele, B.A.  
 AIC DESIGNATION: CRA  
 DATE SIGNED: 13-Sep-2017  
 PERSONALLY INSPECTED THE SUBJECT PROPERTY:  YES  NO  
 DATE OF INSPECTION: did not inspect  
 LICENSE INFO: (where applicable) 905309

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.

**SOURCE OF DIGITAL SIGNATURE SECURITY:**

- ATTACHMENTS AND ADDENDA:  ADDITIONAL SALES  EXTRAORDINARY ITEMS  NARRATIVE  PHOTOGRAPHS  BUILDING SKETCH  
 MAPS  COST APPROACH  INCOME APPROACH

## ADDENDUM

Borrower:	File No.: 170502	
Property Address: Parcel 20419 Bay Street	Case No.:	
City: New Liskeard	Province: ON	Postal Code: P0J 1P0
Lender: Municipality of Temiskaming Shores		

### Legal Description

PIN 613390654;  
PCL 20419 SEC SST; PT LT 349 PL M79NB DYMOND; PT LT 352 PL M79NB DYMOND; PT LT 353 PL M79NB DYMOND  
PT 5, 6, 7 54R3725; PT BAY ST PL M79NB DYMOND; PT BAY ST PL M29NB DYMOND CLOSED BY  
LT191197 PT 1, 2, 3 & 4 54R3725 S/T LT61457; TEMISKAMING SHORES

### Direct Comparison Approach Conclusions

The comparables used in this report represent the best available MLS sales for comparative analysis purposes due to their physical &/or locational attributes that a prospective purchaser would consider as substitutes for the subject property. Due to a lack of more recent sales in this category, all of the comparables are slightly time dated. Property values have remained relatively stable over the past year, therefore no time adjustments have been applied.

Comparable #1 is a vacant lot zoned for institutional development in the same community as the subject property. The comparable is 5.25 acres in size and sold for \$150,000 or a price of \$0.62/ Sq.Ft. The square foot price of this comparable requires an upward adjustment for economy of scale.

Comparable #2 is the sale of a vacant commercial lot in the same community as the subject property. The comparable is 2.17 acres in size and sold for \$140,000, or a price of \$1.48/Sq.Ft. The square foot price of this comparable requires minimal adjustment.

Comparable #3 is a sale of a vacant double residential lot in the same neighbourhood as the subject property. This comparable is 0.40 acres in size and sold for \$80,000, or a price of \$4.59/Sq.Ft. The square foot price of this comparable requires a downward adjustment for economy of scale, and for the comparable being a developed lot.

Before adjustments, the comparables present a price per square foot value ranging from \$0.62/Sq.Ft to \$4.59/Sq.Ft. After the subjective adjustment process has been applied, the estimated square foot value of the subject property is narrowed to between \$0.62/Sq.Ft and \$1.48/Sq.Ft.

In weighing the attributes and characteristics of the subject property relative to those of the available comparables, it is the opinion of the appraiser that the estimated market value for the subject falls close to the higher end of the narrowed range of the adjusted value of the comparables at \$1.40/Sq.Ft. which results in an estimated market value of \$91,476.

Rounded as per market norms to \$90,000.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower:	File No.: 170502	
Property Address: Parcel 20419 Bay Street	Case No.:	
City: New Liskeard	Prov.: ON	P.C.: P0J 1P0
Lender: Municipality of Temiskaming Shores		



**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date:  
Appraised Value: \$ 90,000



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower:	File No.: 170502	
Property Address: Parcel 20419 Bay Street	Case No.:	
City: New Liskeard	Prov.: ON	P.C.: P0J 1P0
Lender: Municipality of Temiskaming Shores		



COMPARABLE SALE #1

240 Shepherdson Road  
New Liskeard, P0J 1P0  
Sale Date: 30-Jun-2015  
Sale Price: \$ 150,000



COMPARABLE SALE #2

Part Lot 8 Con 4 HWY 11  
New Liskeard, P0J 1P0  
Sale Date: 06-Sep-2016  
Sale Price: \$ 140,000

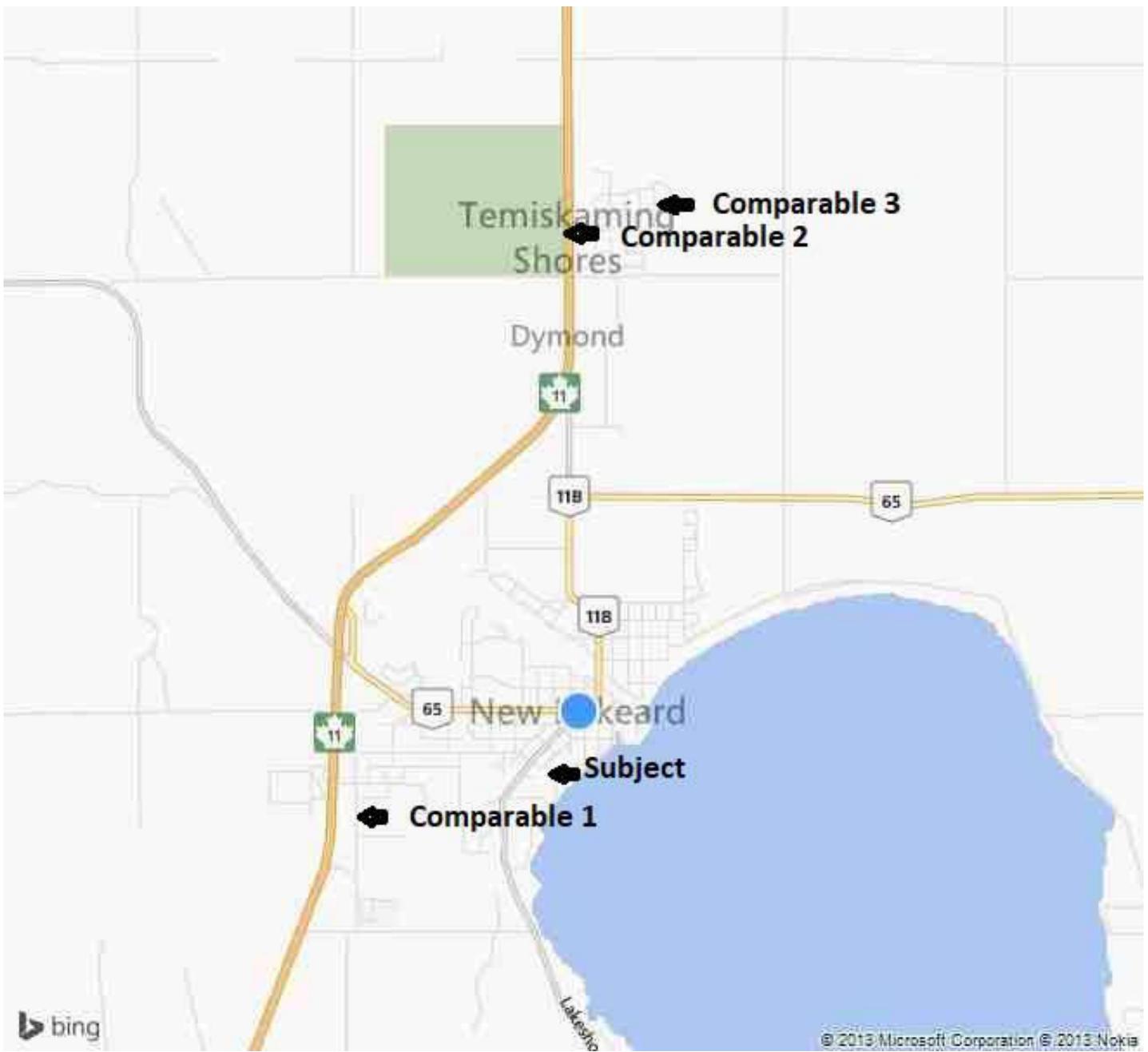


COMPARABLE SALE #3

93 Driftwood Drive  
New Liskeard, P0J 1P0  
Sale Date: 25-Sep-2015  
Sale Price: \$ 80,000

LOCATION MAP

Borrower:	File No.: 170502	
Property Address: Parcel 20419 Bay Street	Case No.:	
City: New Liskeard	Prov.: ON	P.C.: P0J 1P0
Lender: Municipality of Temiskaming Shores		



**APPRAISAL OF**



**LOCATED AT:**

Meridian Avenue, PCL 21940 Con 3 Pt Lt 13  
Haileybury, ON P0J 1P0

**FOR:**

Municipality of Temiskaming Shores

**BORROWER:**

**AS OF:**

August 2, 2017

**BY:**

Angela Hunter, M.A.

Steele & Associates  
Real Estate Consulting & Appraisal  
227 Toke Street  
Timmins, ON P4N 6V3

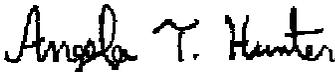
Municipality of Temiskaming Shores  
Jennifer Pye

Address of Property: Meridian Avenue, PCL 21940 Con 3 Pt Lt 13  
Haileybury, ON P0J 1P0

Market Value: \$ \$195,000

THIS REPORT CONTAINS AND IS SUBJECT TO specific terminology descriptions, conditions, and special limitations which may affect the stated opinion of value, the use, and the intended user of the report.

PLEASE CAREFULLY READ, AND PAY PARTICULAR ATTENTION TO all of these descriptions, conditions and special limitations.

  
Angela Hunter, M.A.  
Candidate

# RESIDENTIAL APPRAISAL REPORT

REFERENCE: **Steele & Associates** FILE NO.: **170501**

CLIENT	CLIENT: <b>Municipality of Temiskaming Shores</b>	APPRAISER	APPRaiser: <b>Angela Hunter, M.A.</b>	 <b>Appraisal Institute of Canada</b>
	ATTENTION: <b>Jennifer Pye</b>		COMPANY: <b>Steele &amp; Associates</b>	
	ADDRESS:		ADDRESS: <b>817517 Nipissing Rd., Cobalt, On. P0J 1C0</b>	
	E-MAIL:		E-MAIL: <b>rob@robertsteele.com</b>	
	PHONE: _____ FAX: _____		PHONE: <b>705.995.3220</b> FAX: <b>866.684.7444</b>	

SUBJECT	PROPERTY ADDRESS: <b>Meridian Avenue, PCL 21940 Con 3 Pt Lt 13</b> CITY: <b>Haileybury</b> PROVINCE: <b>ON</b> POSTAL CODE: <b>P0J 1P0</b>
	LEGAL DESCRIPTION: <b>PIN: 613510245; PCL 12940 SEC SST; PT LT 13 CON 3 BUCKE AS IN LT115601 EXCEPT LT190946, PT 4, 5 54R2289 EXCEPT PTS 9 &amp; 10 ON 54R5747 CITY OF TEMISKAMING SHORES</b> Source: <b>GeoWarehouse</b>
	MUNICIPALITY AND DISTRICT: <b>Municipality of Temiskaming Shores, District of Timiskaming</b>
	ASSESSMENT: Land \$ <b>0</b> Imps \$ <b>0</b> Total \$ <b>35,000</b> Assessment Date: <b>Jan-01-2016</b> Taxes \$ <b>0</b> Year <b>2017</b>
EXISTING USE: <b>Vacant land</b> OCCUPIED BY: <b>Vacant</b>	

ASSIGNMENT	NAME: <b>Municipality of Temiskaming Shores</b> Name Type: <b>Owner</b>
	PURPOSE OF THE APPRAISAL: To estimate market value (see definition herein) or <input type="checkbox"/> Other _____
	INTENDED USE OF THE APPRAISAL: <b>Potential sale</b>
	INTENDED USERS (by name or type): <b>Municipality of Temiskaming Shores</b>
	REQUESTED BY: <input checked="" type="checkbox"/> Client above <input type="checkbox"/> Other _____
	THIS APPRAISAL REPORT REPRESENTS THE FOLLOWING VALUE: (if not current, see comments) <input checked="" type="checkbox"/> Current <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective
	<input type="checkbox"/> Update of original report completed on _____ with an effective date of _____ File No. _____
	PROPERTY RIGHTS APPRAISED: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (see comments) OTHER OWNERSHIP: <input type="checkbox"/> Cooperative <input type="checkbox"/> Condominium/Strata <input type="checkbox"/> Other _____
	MAINTENANCE FEE (if applicable): \$ _____
	IS THE SUBJECT A FRACTIONAL INTEREST, PHYSICAL SEGMENT OR PARTIAL HOLDING? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, see comments) _____
VALUE APPROACHES USED IN THE DEVELOPMENT OF THIS APPRAISAL: <input checked="" type="checkbox"/> DIRECT COMPARISON APPROACH <input type="checkbox"/> COST APPROACH <input type="checkbox"/> INCOME APPROACH <input type="checkbox"/> _____	
EXTRAORDINARY ASSUMPTIONS & LIMITING CONDITIONS An extraordinary assumption or limiting condition has been invoked in this appraisal report. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, see attached addendum.	
HYPOTHETICAL CONDITIONS A hypothetical condition has been invoked in this appraisal report. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, see attached addendum.	
JURISDICTIONAL EXCEPTION A jurisdictional exception has been invoked in this appraisal report. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, see attached addendum.	

NEIGHBOURHOOD	NATURE OF DISTRICT: <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/> _____	From	To	
	TYPE OF DISTRICT: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural <input type="checkbox"/> Recreational <input type="checkbox"/> Agricultural	AGE RANGE OF PROPERTIES (years):	<b>1</b>	<b>100</b>
	TREND OF DISTRICT: <input type="checkbox"/> Improving <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Transition <input type="checkbox"/> Deteriorating <input type="checkbox"/> _____	PRICE RANGE OF PROPERTIES:	\$ <b>50,000</b>	\$ <b>500,000</b>
	BUILT-UP: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25 - 75% <input type="checkbox"/> Under 25% <input type="checkbox"/> Rural	<b>stable</b>		
	CONFORMITY Age: <input type="checkbox"/> Newer <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Older <input type="checkbox"/> _____	MARKET OVERVIEW: Supply: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor		
	Condition: <input type="checkbox"/> Superior <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Inferior <input type="checkbox"/> _____	Demand: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor		
	Size: <input checked="" type="checkbox"/> Larger <input type="checkbox"/> Similar <input type="checkbox"/> Smaller <input type="checkbox"/> _____	PRICE TRENDS:	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	
	COMMENTS: <b>The subject site is a vacant lot in the former Town of Haileybury, now part of the Municipality of Temiskaming Shores. The immediate area consists of a mix of single detached residential dwellings, the Haileybury Medical Centre, and the Extendicare Nursing Home. A catholic cemetery is located to the south of the property, which could potentially be viewed as a negative influence to potential purchasers. No other negative influences noted in the area.</b>			

SITE	SITE DIMENSIONS: <b>not available</b>	UTILITIES: <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Sanitary Sewer <input checked="" type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Septic
	SITE AREA: <b>4.0</b> <input type="checkbox"/> Sq. Ft. <input type="checkbox"/> Sq. M. <input checked="" type="checkbox"/> Acres <input type="checkbox"/> Hectares	<input type="checkbox"/> Open Ditch <input type="checkbox"/> _____
	Source: <b>GeoWarehouse/ Ontario</b>	WATER SUPPLY: <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Private Well <input type="checkbox"/> Other _____
	TOPOGRAPHY: <b>rolling</b>	FEATURES: <input type="checkbox"/> Gravel Road <input checked="" type="checkbox"/> Paved Road <input type="checkbox"/> Lane <input type="checkbox"/> Sidewalk <input type="checkbox"/> Curbs
	CONFIGURATION: <b>irregular</b>	<input checked="" type="checkbox"/> Street Lights <input type="checkbox"/> Cablevision <input type="checkbox"/> _____
	ZONING: <b>Residential</b>	ELECTRICAL: <input checked="" type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> _____
	_____	DRIVEWAY: <input type="checkbox"/> Private <input type="checkbox"/> Mutual <input checked="" type="checkbox"/> None <input type="checkbox"/> Single <input type="checkbox"/> Double
	_____	<input type="checkbox"/> Underground <input type="checkbox"/> Laneway <input type="checkbox"/> _____
	Source: <b>Municipality</b>	Surface: _____
	DOES EXISTING USE CONFORM TO ZONING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (see comments)	PARKING: <input type="checkbox"/> Garage <input type="checkbox"/> Carport <input type="checkbox"/> Driveway <input checked="" type="checkbox"/> Street
TITLE SEARCHED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> _____	LANDSCAPING: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
_____	CURB APPEAL: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
COMMENTS: <b>As per the instructions of the client, only a portion of the subject lot is included in the appraisal. The Ontario Ministry of Natural Resources and Forestly GIS mapping system was used to measure the approximate square foot area to be appraised. Based on our measurements, the subject property being appraised is mostly cleared and consists of approximately 4.0 acres rolling acres . Municipal water, sanitary sewer, storm sewer, telephone and natural gas services are all available in the neighbourhood. The subject property PIN and legal description are subject to verification upon severance. The estimated value contained in this report assumed the subject property has been successfully severed as proposed.</b>		

# RESIDENTIAL APPRAISAL REPORT

Steele & Associates

FILE NO.: 170501

REFERENCE: **HIGHEST AND BEST USE**

LAND VALUE AS IF VACANT: \$ see below SOURCE OF DATA: MLS/Abstraction Comment: To be determined

EXISTING USE: Vacant land

HIGHEST AND BEST USE OF THE LAND AS IF VACANT:  Residential  Other

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED:  Existing Residential Use  Other currently unimproved

SUMMARY AND CONCLUSION: Given the predominate use in the immediate area is residential, the highest and best use for the subject property is for residential when economically feasible.

SUBJECT	COMPARABLE NO. 1			COMPARABLE NO. 2			COMPARABLE NO. 3			
	Description	\$ Adjustment		Description	\$ Adjustment		Description	\$ Adjustment		
Meridian Ave, PCL 21940 Con 3 Pt Lt Haileybury	89 & 81 King Street Haileybury, P0J 1K0			247 & 248 Niven Street Haileybury, P0J 1K0			Lot 3 North Quarry Road E. Haileybury, P0J 1K0			
DATA SOURCE	MLS			MLS			MLS			
DATE OF SALE	05-Jun-2015			09-May-2017			29-Apr-2017			
SALE PRICE	\$ 7,000			\$ 25,000			\$ 37,500			
DAYS ON MARKET	253			8			222			
LOCATION	average			average			average			
SITE SIZE	4.0 acres			0.17 acres			1.54 acres			
BUILDING TYPE										
DESIGN/STYLE										
AGE/CONDITION										
LIVEABLE FLOOR AREA										
ROOM-COUNT	Total Bdrms Baths	Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths
BASEMENT										
PARKING	private			private			private			
ADJUSTMENTS (Gross%, Net%, Dollar)	0.0 %	0.0 %	\$ 0	0.0 %	0.0 %	\$ 0	0.0 %	0.0 %	\$ 0	
ADJUSTED VALUES	\$ 7,000			\$ 25,000			\$ 37,500			

**DIRECT COMPARISON APPROACH**

COMMENTS: The comparables used in this report represent the best available MLS sales for comparative analysis purposes due to their physical &/or locational attributes that a prospective purchaser would consider as substitutes for the subject property. Due to a lack of more recent sales in this category, all of the comparables are slightly time dated. Property values have remained relatively stable over the past year, therefore no time adjustments have been applied.

Comparable #1 is a vacant residential lot on King Street which has access to all municipal services. This comparable is 0.18 acres in size and sold for \$7,000 or a price of \$0.89/Sq.Ft. The square foot price of this comparable requires a downward adjustment for economy of scale and for the comparable being a developed lot.

Comparable #2 is a vacant residential lot on Niven Street which has access to municipal services. This comparable is 0.17 acres in size and sold for \$25,000 or a price of \$3.37/Sq.Ft. The square foot price of this comparable requires a downward adjustment for economy of scale, and for the comparable being a developed lot.

Comparable #3 is a vacant residential lot on North Quarry Road East which does not have access to municipal water or sanitary sewer. This comparable is 1.54 acres in size and sold for \$37,500, or a price of \$0.56/Sq.Ft. The square foot price requires an upward adjustment for access to municipal services and a downward adjustment for economy of scale and for the comparable being a developed lot. Overall minimal adjustment is required to the Sq.Ft. price of this comparable.

Before adjustments, the comparables present a price per square foot value ranging from \$0.56/Sq.Ft to \$3.37/Sq.Ft. After the subjective adjustment process has been applied, the estimated square foot value of the subject property is narrowed to between \$0.56/Sq.Ft and \$0.89/Sq.Ft.

In weighing the attributes and characteristics of the subject property relative to those of the available comparables, it is the opinion of the appraiser that the estimated market value for the subject falls close to the lower end of the narrowed range of the adjusted value of the comparables at \$1.50/Sq.Ft. which results in an estimated market value of \$195,366.60.

Rounded as per market norms to \$195,000.

ESTIMATED VALUE BY THE DIRECT COMPARISON APPROACH (rounded): \$ 195,000

# RESIDENTIAL APPRAISAL REPORT

Steele & Associates

FILE NO.: 170501

REFERENCE:	ANALYSIS OF KNOWN CURRENT AGREEMENTS FOR SALE, OPTIONS, LISTINGS OR MARKETING OF THE SUBJECT: (minimum of one year) <u>There have been no known MLS sales or listing activity of the subject property within the past three years.</u>
SALES HISTORY	ANALYSIS OF SALE TRANSFER HISTORY: (minimum of three years) <u>According to GeoWarehouse, there has been no transfer activity of the subject property within the past three years.</u>
EXPOSURE TIME	ANALYSIS OF REASONABLE EXPOSURE TIME: <u>Depending on season and listing price, a reasonable market exposure time for the subject is estimated to be less than 90 days.</u>
RECONCILIATION AND FINAL ESTIMATE OF VALUE	RECONCILIATION AND FINAL ESTIMATE OF VALUE: <u>The sales comparison approach is the preferred method of estimating market value for this type of property.</u>
DEFINITIONS	<p>UPON REVIEWING AND RECONCILING THE DATA, ANALYSES AND CONCLUSIONS OF EACH VALUATION APPROACH, THE MARKET VALUE OF THE INTEREST IN THE SUBJECT PROPERTY AS AT <u>02-Aug-2017</u> (Effective Date of the Appraisal) IS ESTIMATED TO BE \$ <u>195,000</u></p> <p>THIS REPORT WAS COMPLETED ON: <u>11-Sep-2017</u></p> <p><b>DEFINITION OF MARKET VALUE:</b> The most probable price which a property should bring in a competitive and open market as of the specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.</p> <p>Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: buyer and seller are typically motivated; both parties are well informed or well advised, and acting in what they consider their own best interests; a reasonable time is allowed for exposure in the open market; payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.</p> <p>(Source: Canadian Uniform Standards of Professional Appraisal Practice) <i>Note: If other than market value is being appraised, see additional comments.</i></p> <p><b>DEFINITION OF HIGHEST AND BEST USE:</b> The reasonably probable and legal use of the property, that is physically possible, appropriately supported, and financially feasible, and that results in the highest value.</p>
SCOPE	<p>The scope of the appraisal encompasses the due diligence undertaken by the appraiser (consistent with the terms of reference from the client, the purpose and intended use of the report) and the necessary research and analysis to prepare a report in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) of the Appraisal Institute of Canada. The following comments describe the extent of the process of collecting, confirming and reporting data and its analysis, describe relevant procedures and reasoning details supporting the analysis, and provide the reason for the exclusion of any usual valuation procedures.</p> <p>The appraisal issue that is the focus of this engagement has been discussed and defined with the client, the work required to solve the issue planned, and the necessary market data acquired, analyzed and reconciled into an estimate of market value in a manner typically expected in a "form" report.</p> <p>The specific tasks and items necessary to complete this assignment include a summary of the following:</p> <ol style="list-style-type: none"> <li>1. assembly and analysis of relevant information pertaining to the property being appraised, including listing and acquisition particulars if acquired within three years prior to the effective date of the appraisal;</li> <li>2. an inspection of the subject property and the surrounding area;</li> <li>3. assembly and analysis of pertinent economic and market data;</li> <li>4. an analysis of land use controls pertaining to the subject property;</li> <li>5. a summary discussion and statement of "Highest and Best Use", or most probable use;</li> <li>6. a discussion of the appraisal methodologies and procedures employed in arriving at the indications of value;</li> <li>7. inclusion of photographs, maps, graphics and addendum/exhibits when deemed appropriate; and</li> <li>8. reconciliation of the collected data into an estimate of market value or market value range as at the effective date of the appraisal.</li> </ol> <p>All data considered appropriate for inclusion in the appraisal is, to the best of our knowledge, factual. Due to the type of property being appraised and the nature of the appraisal issue, the findings have been conveyed in this "form" format.</p> <p>Other: <u>All information pertaining to the comparables was obtained from MPAC and MLS profiles and is assumed to be accurate.</u></p>

# RESIDENTIAL APPRAISAL REPORT

Steele & Associates

FILE NO.: 170501

REFERENCE:

**ORDINARY ASSUMPTIONS & LIMITING CONDITIONS**  
 The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA) and the following conditions:

1. This report is prepared at the request of the client and for the specific use referred to herein. It is not reasonable for any other party to rely on this appraisal without first obtaining written authorization from the client, the author and any supervisory appraiser, subject to the qualification in paragraph 11 below. Liability is expressly denied to any person other than the client and those who obtain written consent and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
2. Because market conditions, including economic, social and political factors change rapidly and, on occasion, without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser and confirmed in writing.
3. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. No registry office search has been performed and the appraiser assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report. The property is appraised on the basis of it being under responsible ownership.
4. The subject property is presumed to comply with government regulations including zoning, building codes and health regulations and, if it doesn't comply, its non-compliance may affect market value.
5. No survey of the property has been made. Any sketch in the appraisal report shows approximate dimensions and is included only to assist the reader of the report in visualizing the property.
6. This report is completed on the basis that testimony or appearance in court concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and the provision of appropriate compensation.
7. Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.
8. The appraiser is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. We expressly deny any legal liability relating to the effect of environmental issues on the market value of the subject property.
9. The analysis set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. Unless otherwise stated herein, we did not verify client-supplied information, which we believed to be correct.
10. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work.
11. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the Canadian Uniform Standards of Professional Appraisal Practice ("The Standards") and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The appraiser acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the Canadian Uniform Standards of Professional Appraisal Practice (the "Standards") and in accordance with the appraiser's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the appraiser's privacy policy and in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA).
12. The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format are appropriate for the intended use.
13. Written consent from the author and supervisory appraiser, if applicable, must be obtained before any part of the appraisal report can be used for any purpose by anyone except the client and other intended users identified in the report. Where the client is the mortgagee and the loan is insured, liability is extended to the mortgage insurer. Liability to any other party or for any other use is expressly denied regardless of who pays the appraisal fee. Written consent and approval must also be obtained before the appraisal (or any part of it) can be altered or conveyed to other parties, including mortgagees (other than the client) and the public through prospectus, offering memoranda, advertising, public relations, news, sales or other media.
14. This report form is the property of the Appraisal Institute of Canada (AIC) and for use only by AIC members in good standing. Use by any other person is a violation of AIC copyright. This appraisal report, its content and all attachments/addendums and their content are the property of the author who has signed this report (the author). The client, intended users and any appraisal facilitator are strictly forbidden and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.
15. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the appraiser, can be relied upon without fault.
16. Where the intended use of this report is for financing or mortgage lending, and in accordance with the Office of the Superintendent of Financial Institutions Canada (OSFI) Residential Mortgage Underwriting Practices and Procedures B-20 (June 2012), it is the intended user's responsibility to grant mortgage loans on the basis of the borrower's demonstrated willingness and capacity to services his/her debt obligations.

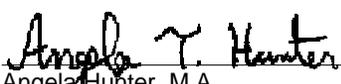
I certify that, to the best of my knowledge and belief that:

1. The statements of fact contained in this report are true and correct;
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my impartial and unbiased professional analyses, opinions and conclusions;
3. I have no past, present or prospective interest in the property that is the subject of this report and no personal and/or professional interest or conflict of with respect to the parties involved with this assignment;
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
5. My engagement in and compensation for this assignment were not contingent upon developing or reporting predetermined results, the amount of value estimate, or a conclusion favouring the client;
6. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP);
7. I have the knowledge and experience to complete this assignment competently, and where applicable this report is co-signed in compliance with the Canadian Uniform Standards of Professional Appraisal Practice;
8. Except as herein disclosed, no one has provided significant professional assistance to the person(s) signing this report;
9. As of the date of this report the undersigned has fulfilled the requirements of the Appraisal Institute of Canada Continuing Professional Development Program for members;
10. The undersigned is (are all) members in good standing of the Appraisal Institute of Canada.

**CO-SIGNING AIC APPRAISER'S CERTIFICATION** If an AIC appraiser has co-signed this appraisal report, he or she certifies and agrees that "I directly supervised the appraiser who prepared this appraisal report and, having reviewed the report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certification and am taking full responsibility for the appraisal and the appraisal report."

**PROPERTY IDENTIFICATION**  
 ADDRESS: Meridian Avenue, PCL 21940 Con 3 Pt Lt 13 CITY: Haileybury PROVINCE: ON POSTAL CODE: P0J 1P0  
 LEGAL DESCRIPTION: PIN: 613510245; PCL 12940 SEC SST; PT LT 13 CON 3 BUCKE AS IN LT115601 EXCEPT LT190946, PT 4, 5 54R2289 EXCEPT PTS 9 & 10 ON 54R5747 CITY OF TEMISKAMING SHORES

BASED UPON THE DATA, ANALYSES AND CONCLUSIONS CONTAINED HEREIN, THE MARKET VALUE OF THE INTEREST IN THE PROPERTY DESCRIBED,  
 AS AT 02-Aug-2017 (Effective date of the appraisal) IS ESTIMATED TO BE \$ 195,000

<p><b>APPRAISER</b></p> <p>SIGNATURE: </p> <p>NAME: <u>Angela Hunter, M.A.</u></p> <p>AIC DESIGNATION (or Member Status): <u>Candidate</u></p> <p>DATE SIGNED: <u>12-Sep-2017</u></p> <p>PERSONALLY INSPECTED THE SUBJECT PROPERTY: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DATE OF INSPECTION: <u>02-Aug-2017</u></p> <p>LICENSE INFO: (where applicable) <u>909026</u></p> <p><i>NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.</i></p> <p>SOURCE OF DIGITAL SIGNATURE SECURITY:</p> <p>ATTACHMENTS AND ADDENDA: <input type="checkbox"/> ADDITIONAL SALES <input type="checkbox"/> EXTRAORDINARY ITEMS <input type="checkbox"/> NARRATIVE <input checked="" type="checkbox"/> PHOTOGRAPHS <input type="checkbox"/> BUILDING SKETCH  <input checked="" type="checkbox"/> MAPS <input type="checkbox"/> COST APPROACH <input type="checkbox"/> INCOME APPROACH <input type="checkbox"/></p>	<p><b>CO-SIGNING AIC APPRAISER (if applicable)</b></p> <p>SIGNATURE: </p> <p>NAME: <u>Robert Steele, B.A.</u></p> <p>AIC DESIGNATION: <u>CRA</u></p> <p>DATE SIGNED: <u>13-Sep-2017</u></p> <p>PERSONALLY INSPECTED THE SUBJECT PROPERTY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>DATE OF INSPECTION: <u>did not inspect</u></p> <p>LICENSE INFO: (where applicable) <u>905309</u></p> <p><i>NOTE: For this appraisal to be valid, an original or a password protected digital signature is required.</i></p>
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CERTIFICATION

ASSUMPTIONS AND LIMITING CONDITIONS AND EXTRAORDINARY ITEMS



SUBJECT PROPERTY PHOTO ADDENDUM

Borrower:	File No.: 170501	
Property Address: Meridian Avenue, PCL 21940 Con 3 Pt Lt 13	Case No.:	
City: Haileybury	Prov.: ON	P.C.: P0J 1P0
Lender: Municipality of Temiskaming Shores		



**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: August 2, 2017  
Appraised Value: \$ 195,000



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower:	File No.: 170501	
Property Address: Meridian Avenue, PCL 21940 Con 3 Pt Lt 13	Case No.:	
City: Haileybury	Prov.: ON	P.C.: P0J 1P0
Lender: Municipality of Temiskaming Shores		



COMPARABLE SALE #1

89 & 81 King Street  
Haileybury, P0J 1K0  
Sale Date: 05-Jun-2015  
Sale Price: \$ 7,000



COMPARABLE SALE #2

247 & 248 Niven Street  
Haileybury, P0J 1K0  
Sale Date: 09-May-2017  
Sale Price: \$ 25,000

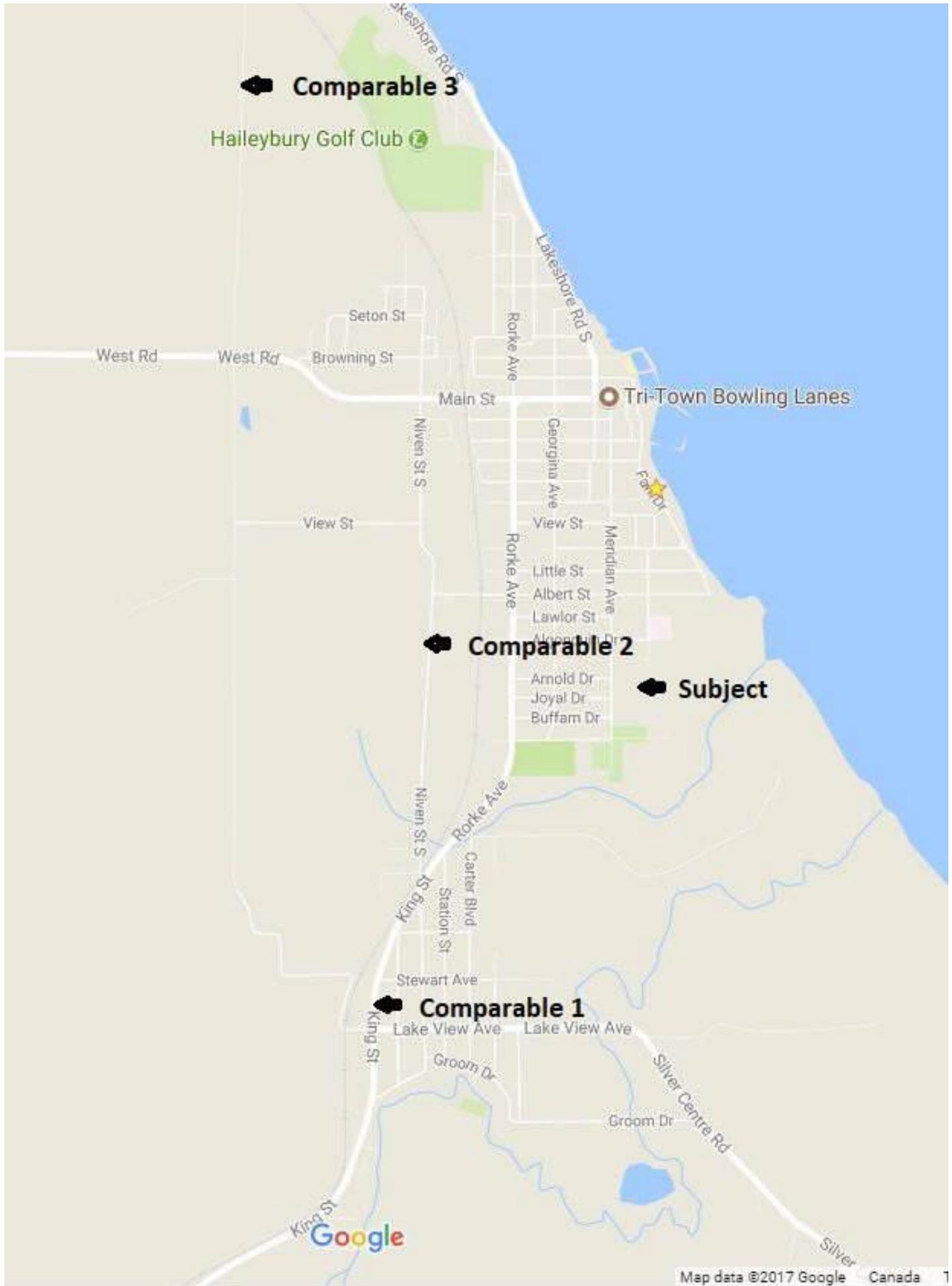


COMPARABLE SALE #3

Lot 3 North Quarry Road E.  
Haileybury, P0J 1K0  
Sale Date: 29-Apr-2017  
Sale Price: \$ 37,500

LOCATION MAP

Borrower:	File No.: 170501	
Property Address: Meridian Avenue, PCL 21940 Con 3 Pt Lt 13	Case No.:	
City: Haileybury	Prov.: ON	P.C.: P0J 1P0
Lender: Municipality of Temiskaming Shores		





**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2017-000**  
**Being a By-law to enter into a Contract Agreement for POA**  
**Court Prosecution Services – Phillip Jones**

**Whereas** Section 227, of the Municipal Act, 2001, S.O., 2001, c.25, as amended, provides that a municipality may appoint such officers and employees as may be necessary for the purposes of the Corporation;

**And whereas** the City of Temiskaming Shores provides Provincial Offences Administration (POA);

**And whereas** Council considered Memo No. 029-2017-CS at the October 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Phillip Jones as a Court Prosecutor for consideration at the October 17, 2017 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Mayor and Clerk be authorized to enter into an agreement with Phillip Jones for the provision of Court Prosecutions through the Provincial Offences Administration (POA), a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That this by-law become effective as of December 1, 2017;
3. That By-law No. 2006-004 be repealed as of December 1, 2017.
4. That the Clerk of the City 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 17<sup>th</sup> day of October, 2017.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

This Agreement, made this 17<sup>th</sup> day of October, 2017.

Between:

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

(Hereinafter referred to as the “City”)

And:

**Phillip Jones**

(Hereinafter referred to as the “Prosecutor”)

Witnesses that:

Whereas the City is administering the Provincial Offences Court in the District of Timiskaming;

And whereas the City requires prosecutorial services to administer the Court;

And whereas the Prosecutor wishes to provide such services;

And whereas by this agreement, the Parties wish to set out their respective rights and obligations concerning the provision of prosecutorial services;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. The City does hereby contract with the Prosecutor for the provision of prosecutorial services at all Provincial Offences court dates scheduled by the City.
2. The Services to be provided by the Prosecutor shall be as follows:
  - (a) Prosecution of cases in the Provincial Offences Court for violations of Provincial Statutes and Regulations thereunder, performing the full range of litigatory and prosecutorial tasks which include evaluating information and reports, questioning witnesses, considering evidence, determining merits of cases and deciding whether or not to prosecute, compelling attendance of accused and witnesses and the production of evidence, arguing the case before a Justice of the Peace, examining and cross-examining witnesses, preparing for and rendering defence arguments and all other tasks necessary to the fair prosecution of the case.
  - (b) Prosecutes cases in Provincial Offences Court for offences against municipal by-laws.
  - (c) Performs litigatory duties in preparation for cases, such as attending to disclosure matters with defence counsel and securing agreement with respect to production of evidence at trial.
  - (d) Provides consultation to police officers, court administrators, and the public, answering questions as to procedure and giving opinions as to the prosecutorial merit of reported incidents.

- (e) Provides all of the above services in both official languages.
  - (f) Acknowledges that travel to satellite court in Kirkland Lake is required.
3. The City shall pay the Prosecutor for services rendered as follows:
    - (a) For all time spent in rendering the services indicated above, the sum of \$75.00 per hour.
    - (b) For travel, the sum of \$50.00 per hour;
    - (c) Mileage allowance will be paid at a rate of \$0.53/km;
    - (d) Disbursements as incurred (e.g. long distance calls, photocopies, etc.)
  4. It is acknowledged by the City and by the Prosecutor that the Prosecutor is an independent contractor and not an employee of the City.
  5. This agreement may be terminated by either party without cause, provided that not less than 60 days notice of such termination is provided in writing to the other party.
  6. Except as otherwise provided in this agreement, the Prosecutor may not assign this agreement without the express written consent of the City, which consent may be unreasonably withheld.

**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 )

**Court Prosecutor**

\_\_\_\_\_  
Prosecutor - Phillip Jones

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



## Memo

**To:** Mayor and Council  
**From:** Christopher W. Oslund, City Manager  
**Date:** October 17, 2017  
**Subject:** Snow Removal – Chamber of Commerce Property  
**Attachments:** By-law No. 2008-124

---

Mayor and Council:

On September 16, 2008 the City of Temiskaming Shores entered into an agreement with the Tri-Town & District Chamber of Commerce for the operation of the Temiskaming Shores Tourism Information Centre.

Under the “Municipality’s Covenants” it states the City shall *“provide maintenance of the land (not including the buildings) at no charge to the Chamber. This maintenance will include regular grass cutting, summer grading of parking lot as required and plowing & sanding of parking lot in the winter as required. (Snow plowing is not required at present as a Chamber member performs this task, however, should this service cease, City staff will perform the service).”*

The Chamber has informed the City that the Chamber member who provided snow plowing during the winter months will no longer be providing this service.

This item was discussed at the October 12, 2017 Public Works Committee meeting. It was felt the City would not be able to meet the expectations of the Chamber for timely plowing/removal of snow due to other priorities, especially since the Chamber is used as an ONR Bus Depot. The Committee recommended that the City initiate discussions with the Chamber of Commerce to determine if other options could be explored such as the out-sourcing to a third party with the City contributing towards those costs.

The City Manager contacted the Chamber of Commerce on October 13, 2017 to discuss the recommendation from the Public Works Committee. The Executive Director will solicit quotations for snow plowing/removal from Chamber Members.

The purpose of this Memo is to provide Council with a status report and is intended for information purposes. It is anticipated that an Administrative Report will be provided to Council at the November 7, 2017 meeting with a potential amendment to the agreement regarding snow plowing/removal.

Prepared by:

“Original signed by”

---

Christopher W. Oslund  
City Manager

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
BY-LAW NO. 2008-124  
BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH  
TRI TOWN & DISTRICT CHAMBER OF COMMERCE FOR THE OPERATION OF  
THE TEMISKAMING SHORES TOURISM INFORMATION CENTRE.**

**WHEREAS** at the August 5, 2008 Council-in-Committee meeting, Council acknowledged receipt of Administrative Report CAO-012-2008 regarding a Strategic Alliance with the Tri-Town & District Chamber of Commerce for the operation of the Temiskaming Shores Tourism Information Centre and adopted a recommendation directing staff to prepare the necessary by-law to enter into an agreement with the Tri-Town & District Chamber of Commerce;

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

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

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

**AND WHEREAS** the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an Agreement with the Tri-Town & District Chamber of Commerce;

**NOW THEREFORE** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to enter into an Agreement with the Tri-Town & District Chamber of Commerce, 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.

**READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED** this 16<sup>th</sup> day of September, 2008.

---

MAYOR

---

CLERK

## **Schedule “A” to By-law No. 2008-124**

This agreement made the 16<sup>th</sup> day of September, 2008.

Between:

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

(Hereinafter called the “Municipality”)

And

**TRI-TOWN & DISTRICT CHAMBER OF COMMERCE**

(Hereinafter called the “Chamber”)

For the provision of tourism fulfillment services on behalf of the City of Temiskaming Shores through the Temiskaming Shores Tourism Information Center.

### **PURPOSE**

To strengthen the shared vision of increasing tourism development opportunities while jointly exploring new ventures and finding the means to implement identified and future opportunities in tourism, economic, heritage, and recreation developments in the South Temiskaming region.

### **PREAMBLE**

The Tri Town & District Chamber of Commerce and The Corporation of the City of Temiskaming Shores have traditionally shared an interest in the mutual benefits resulting from tourism and other opportunities presented through this association as a means of providing continuously improved services.

A mutual commitment to community partnerships and our respective roles in preserving and exploring tourism and heritage/interpretative opportunities in the South Temiskaming region suggests a strategic alliance would benefit both organizations.

### **PRINCIPLES**

- Mutual benefit from furthering the progress and completion of several endorsed tourism development projects of significant economic importance for the South Temiskaming Region.
- Respect and support for the mandate of each organization as a foundation for collaboration.
- Economic sustainability in common endeavours is an essential consideration.
- Support of excellence through continuous improvement as a foundation for all activities.
- Best utilization of resources in reaching common goals.

## **OBJECTIVES**

- Formally strengthen the partnership existing between the Chamber and the Municipality.
- Jointly review and consider opportunities defined through previous meetings, studies, and community leaders.
- Achieve greater synergy by identifying opportunities for other partners with similar goals.
- Work toward the completion of mutually identified projects with a cooperative approach to sharing information, services, and expertise.
- Reduce the cost of implementing community developments as well as providing more comprehensive and accountable services to the public.

## **CHAMBER'S COVENANTS**

- Answer and respond to (800) telephone line calls listed on City advertising.
- Answer and respond to emails received for additional information through the City's or Chamber's website or email system.
- Assist with the regional promotion of City activities through membership newsletters and emails, including programs such as Business Retention and Expansion.
- Be the point of contact for the consumer to access tourism information and print material.
- Ensure staff is polite and knowledgeable about local tourism products and opportunities.
- Coordination of tourism programs and training opportunities to assist local tourism operators (Treasure Tours, Brochure Exchange, etc.).
- Ensure City staff is aware of new tourism programs or funding opportunities.
- Keep tourism information fresh and up to date on the Chamber website.
- Ensure that local and regional tourism brochures are displayed most prominently within the Tourism Information Center.
- Provide support and comments from the business community regarding City and regional tourism programs.
- Keep up to date information on local events, attractions, accommodation listings, business directory listings, service clubs, etc. through Information Temiskaming.
- Coordinate community marketing programs to promote the City and the Chamber. (i.e. booths at local and regional events, photo contests, telephone book community pages, etc)

## **MUNICIPALITY'S COVENANTS**

- Lease the land at a cost of \$1,000 per year (prepaid until 2021) for use by the Chamber at the present location for the purposes of a Tourism Information Center.
- Provide maintenance of the land (not including buildings) at no charge to the Chamber. This maintenance will include regular grass cutting, summer grading of parking lot as required and plowing & sanding of parking lot in the winter as required. (Snow plowing is not required at present as a Chamber member performs this task, however should this service cease, City staff will perform the service)
- Pay an annual fee for service of \$20,000 for 2008 with an annual increase of CPI as provided by Statistics Canada for each remaining year of the contract.
- Provide and maintain signage promoting "The Temiskaming Shores Tourism Information Center."

- Provide, at no cost, City facilities and assistance to the Chamber of Commerce for Chamber events and City partnerships to a maximum of twelve (12) times per year. (Facilities and assistance must be mutually agreed upon dates and places)
- Provide a “point of contact” individual to liaise with Chamber staff and board.
- Ensure that Tourism Information staff is aware of new and emerging tourism programs.
- Provide support for ongoing Chamber events.

**PROVISIONS**

Provided always and it is hereby agreed as follows:

*Amendments*

This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.  
 A review of the covenants may be performed on an annual basis to ensure that the agreement remains viable.

*Effect of Agreement*

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

**TERM**

The term of this agreement shall be from August 19, 2008 to March 31, 2021.

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

SIGNED, SEALED AND DELIVERED in the presence of:

\_\_\_\_\_  
 Mayor, City of Temiskaming Shores

\_\_\_\_\_  
 Clerk, City of Temiskaming Shores

\_\_\_\_\_  
 President, Tri-Town & District  
 Chamber of Commerce

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Treasurer, Tri-Town & District  
 Chamber of Commerce

\_\_\_\_\_  
 Witness

---

**Subject:** Land Sale – Pcl. 9551 SST  
Conc. 2 Pt. of Lot 1 (Timmins Forest)      **Report No.:** CS-035-01-2017  
**Agenda Date:** October 17, 2017

---

## **Attachments**

**Appendix 01:** Aerial view of Subject Lands

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Supplemental Administrative Report CS-034-01-2017; and
2. That Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with Timmins Forest Products Ltd. as the purchaser and the City of Temiskaming Shores as the vendor for Parcel 9551 SST, Concession 2, Part of Lot 1, Bucke Twp. in the amount of \$30,000 for consideration at the November 7, 2017 Regular Council meeting.

## **Background**

At the August 8, 2017 Regular Council meeting staff referred correspondence from Timmins Forest Products (TFP) to Corporate Services for consideration. The letter outlines that TFP is seeking permission in the form of a long term lease to cross Parcel 9551 SST, being a 40 acre parcel of land between Firstbrooke Line Road and several parcels of land owned by TFP.

Staff responded to TFP proposing the option of a potential purchase as opposed to a lease agreement to cross. In addition TFP was requested to indicate a dollar amount that they would be willing to pay for the property.

Council considered Confidential Administrative Report No. CS-034-2017 at the Closed Session of the September 19, 2017 Regular Council meeting which outlined that TFP is willing to acquire the property and offered \$15,000. The report also outlined illustrated the average value of similar 40 Ac. parcels in the immediate area to the subject property at just under \$30,000. Council authorized staff to correspond with Timmins Forest Products to offer the subject lands at a final sale price of \$30,000 (\$750/Ac.).

## **Analysis:**

TFP was notified of Council's direction and counter offered \$23,000 to purchase the property. Staff responded outlining that Council did not equip staff with any negotiating parameter and that the \$30,000 was firm.

On October 3, 2017 Steve Bros, TFP representative emailed the Municipal Clerk confirming that TFP is willing to pay the \$30,000.

In accordance with Section 7 Public Meeting of the municipalities Procedural Policy for the disposal of Real Property (By-law No. 2015-160) a public meeting is scheduled as part of the October 17, 2017 Regular Council meeting. Notice of the meeting was provided in accordance to Section 6 Public Notice.

It is recommended, pending the outcome of the Public meeting, that Council direct staff to prepare the necessary by-law for the disposition of Pcl. 9551 SST to Timmins Forest Products in the amount of \$30,000.

**Alternatives**

The City could opt not to sell the lot.

**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

Section 10 (2) in Schedule “A” to By-law No. 2015-160 states that the proceeds from the disposal of land shall be directed to the Community Development Reserve.

Staffing implications are limited normal staff responsibilities.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

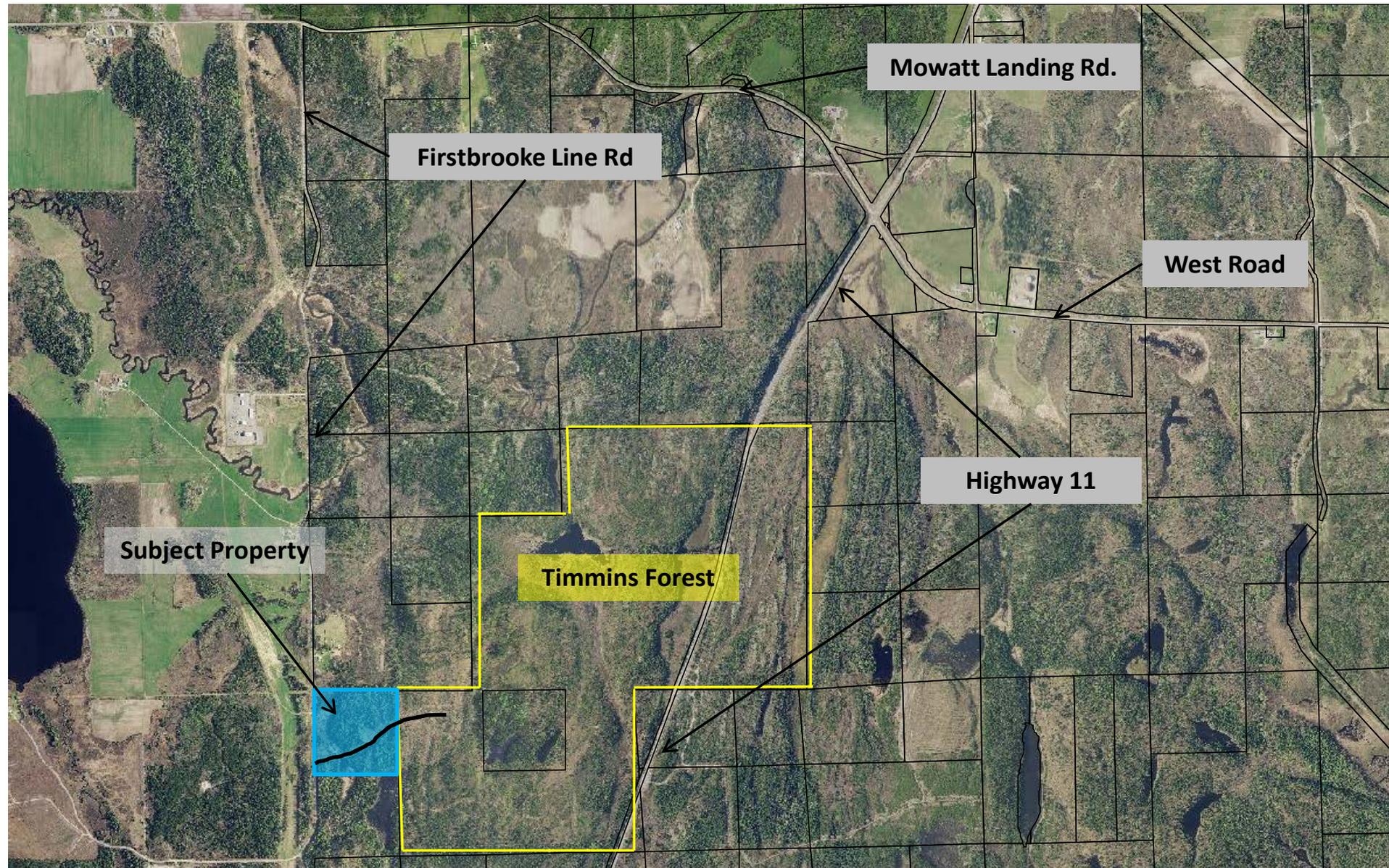
“Original signed by”

“Original signed by”

\_\_\_\_\_  
 David B. Treen  
 Municipal Clerk

\_\_\_\_\_  
 Kelly Conlin  
 Director of Corporate Services (A)

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager



## Memo

**To:** Mayor and Council  
**From:** Christopher W. Oslund, City Manager  
**Date:** October 17, 2017  
**Subject:** Animal Control Contract  
**Attachment:** Draft Agreement

---

Mayor and Council:

The current Animal Control contract will expire on December 31, 2017. In June, 2017 staff released RFP-PPP-002-2017 for Animal Control and Pound Services with a closing date of June 29, 2017.

Three (3) submissions were received in response to RFP-PPP-002-2017 and were evaluated based on the Proposal Evaluation contained in the RFP. Based on this evaluation, staff is recommending that **Prodigal Pets** be awarded the Animal Control & Pound Services Contract for a 2 –year term commencing January 1, 2018 and terminating December 31, 2019 at a total cost of \$145,253.89 plus applicable HST.

This recommendation was reviewed and endorsed by the Protection to Persons and Property Committee at their October 12, 2017 meeting.

The new contract eliminates the previous training allowance of \$1,500 annually; increases the number of patrol hours from 6 per week to 10 per week; and standardizes the hours of operation to coincide with City operations.

Recommendation:

1. That Council agrees to enter into a 2-year Contract with Prodigal Pets for Animal Control and Pound Services at a rate of \$72,627 per year plus HST; and
2. That Council directs staff to prepare a By-law to enter into a Contract with Prodigal Pets for Animal Control and Pound Services for consideration at the November 7, 2017 Regular Council meeting.

Prepared by:

“Original signed by”

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
BY-LAW NO 2017-XXX  
BEING A BY-LAW TO EXECUTE AN AGREEMENT BETWEEN  
THE CITY OF TEMISKAMING SHORES AND  
PRODIGAL PETS OPERATING AS TEMISKAMING ANIMAL CARE AND CONTROL  
FOR THE PROVISION OF ANIMAL CONTROL AND POUND SERVICES.**

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

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

**AND WHEREAS** the Council of The Corporation of the City of Temiskaming Shores desires to enter into an agreement with Prodigal Pets operating as Temiskaming Animal Care and Control for the provision of animal control and pound services.

**NOW THEREFORE** the Council of The Corporation of the City of Temiskaming Shores enacts the following as a by-law:

- 1) That The Corporation of the City of Temiskaming Shores enters into an agreement with Prodigal Pets operating as Temiskaming Animal Care and Control (c/o Mr. Garrett Hunting) for the provision of Animal Control and Pound Services.
- 2) That the said agreement attached hereto, identified as Schedule "A", forms part of this by-law.
- 3) That the Mayor and Clerk are hereby authorized to sign and seal the said agreement on behalf of the Corporation.
- 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 7<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
SCHEDULE "A" TO BY-LAW NO 2017-XXX**

**BEING A BY-LAW TO APPROVE AN AGREEMENT BETWEEN THE CITY OF  
TEMISKAMING SHORES AND PRODIGAL PETS OPERATING AS TEMISKAMING  
ANIMAL CARE AND CONTROL FOR THE PROVISION OF ANIMAL CONTROL AND  
POUND SERVICES**

THIS AGREEMENT made in triplicate, this 7th day of November, 2017

BETWEEN:

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

"City"

and

**PRODIGAL PETS** operating as **TEMISKAMING ANIMAL CARE AND CONTROL**

"Contractor"

**WHEREAS** the City deems it desirable to enter into an Agreement for Animal Control and Pound Services as herein set forth;

**NOW THEREFORE** in consideration of the mutual covenants herein expressed the parties hereto covenant and agree as follows:

**1.0 TERM**

- 1.1 This Agreement shall remain in effect from January 1, 2018 to December 31, 2019.
- 1.3 At the termination date of this agreement, the agreement will continue on a monthly basis at the current rate until a new agreement is signed or until cancelled on thirty (30) days notice by either party. The City shall not be liable for costs or damages of any kind caused to the contractor by such cancellation.
- 1.4 This Agreement may be terminated by either party upon one (1) year written notice of intention to terminate, delivered to the other party by prepaid registered mail at the appropriate address.

**2.0 CREATION AND NATURE OF RELATIONSHIP**

- 2.1 The City will appoint the Contractor as a License Agent and Registrar to act on the City's behalf for dog and cat tags in accordance with the provisions of the Animal Control By-law.
- 2.2 The City will appoint the Contractor and his designated Animal Control Officers as Municipal Law Enforcement Officers.
- 2.4 This Agreement is an Agreement for services to be rendered to the City as an independent Contractor, and the parties have not created and do not intend to create by this Agreement or any subsequent renewals or extension thereof, a joint venture, partnership or employee relation between them.

### 3.0 SERVICES PROVIDED

#### 3.1 POUND SERVICES

- 3.1.1 As Poundkeeper, the Contractor shall provide a certified (inspected) pound pursuant to the Animals for Research Act R.S.O. 1990 c. A.22 as amended from time to time. This Pound shall serve as the municipal pound for receiving and caring for animals, and for the burial, euthanizing or cremation of dead animals. The Contractor shall also provide at his or her own expense all labour, vehicles, tools, equipment, etc. for the performance of such work.
- 3.1.2 The Contractor agrees to provide pound services at the location described below, and on those days and times as set out below:

**LOCATION OF POUND:**

<b>506085 Ferguson Road Lot 13, Concession 4 Parcel 12919SST Township of Coleman</b>
--

**NORMAL HOURS OF OPERATION – POUND SERVICES:**

<b>DAYS</b>	<b>MINIMUM REQUIREMENTS</b>
Monday to Friday	8:00 a.m. to 6:00 p.m. by appointment.
Saturday	8:00 a.m. to 6:00 p.m. by appointment.
Sunday	CLOSED
Statutory Holidays	CLOSED

- 3.1.3 The Contractor shall carry out the duties of Poundkeeper and operate the Pound in accordance with the provisions of the City's Animal Control By-law; The Animals for Research Act; The Dog Owners Liability Act; Protection of Livestock and Poultry from Dogs Act; The Livestock, Poultry and Honey Bee Protection Act; The Pounds Act; The Provincial Offences Act; The Municipal Act, as well as any regulations passed thereunder.
- 3.1.4 The Pound is to be capable of housing a minimum of five (5) dogs and five (5) cats.
- 3.1.5 Care and cleanliness within the Pound shall comply with the standards prescribed by the Animals for Research Act and shall be inspected by the Ontario Ministry of Agriculture and Food, Animal Industry Branch Inspectors. Copies of all Animal Industry Branch Inspector reports carried out during this Agreement shall be forwarded to the City within 7 days of the Inspection.
- 3.1.6 The Contractor shall maintain a complete record of all Pound Services as stipulated under the Animals for Research Act – Regulation No. 23, Pounds, and, submit a Monthly Pound Services Report to the City by the 15th day of the next month.

- 3.1.7 The Contractor may put up for adoption any animal in the Contractors care after expiration of the redemption period. In such a case, the Contractor shall be responsible for the cost or care of the animal from the date of impound.
- 3.1.8 In the event a dog or cat is adopted by a resident of the City of Temiskaming Shores then the Contractor agrees to sell a license to the new owner pursuant to the Animal Control By-law and to record the name, address, telephone number and impound number.
- 3.1.7 The Contractor may arrange for euthanasia and dispose of impounded animals that have not been claimed, in accordance with the Animal Control By-law and The Animals for Research Act.
- 3.1.9 The Contractor will assist the City in providing a program of humane services for the residents of the City of Temiskaming Shores by receiving, accepting and euthanizing any animal released to the City for euthanasia purposes.
- 3.1.10 The Contractor agrees to provide for the legal disposal of animals.
- 3.1.11 In the event a dead animal cannot be buried or otherwise disposed of immediately, freezing is permitted in an approved freezing appliance. Frozen cadavers shall be maintained at a constant temperature not higher than -5 degrees Celsius.
- 3.1.12 The Contractor shall be responsible for the care, feeding, impounding and quarantining of all animals placed in its care and for the payment of supplies, materials and equipment for the provision of such care and feeding.

**3.2 ANIMAL CONTROL SERVICES**

- 3.2.1 **Normal Hours of Operation:** The Contractor shall provide a minimum of one (1) Animal Control Officer on duty with vehicle and equipment as required, on those days and times as set out below:

**NORMAL HOURS OF OPERATION - ANIMAL CONTROL SERVICES**

<b>DAYS</b>	<b>MINIMUM REQUIREMENTS</b>
Monday to Friday	8:00 a.m. to 4:30 p.m.
Saturday	8:00 a.m. to 4:30 p.m.
Sunday	CLOSED
Statutory Holidays	CLOSED

- 3.2.2 **After Hours Service:** The Contractor agrees to provide the following services to the City at such times of the day outside of the normal hours of operation:
  - a) Respond to calls within the geographic boundaries of the City of Temiskaming Shores, with respect to injured dogs and/or cats that require emergency treatment;
  - b) Respond to calls within the geographic boundaries of the City of Temiskaming Shores, involving vicious dog or vicious cat at large complaints;

- c) Respond to requests for assistance from the City's By-law Enforcement Officer or the Ontario Provincial Police;
  - d) The supply of an Animal Control Officer, vehicle and equipment as may be required to respond to any such calls as noted above.
- 3.2.3 **Issue Provincial Offence Notices** to those persons who have violated the Animal Control By-law.
- 3.2.4 **Appear in Provincial Court** to give evidence regarding infractions of the Animal Control By-law or any associated provincial legislation
- 3.2.5 **Deal with complaints** from the public in connection with dogs or cats being permitted to run at large.
- 3.2.6 **Deal with complaints** from the public in connection with dogs or cats making unnecessary noise.
- 3.2.7 **Co-operate with other enforcement agencies**, as directed, in dealing with domestic animals.
- 3.2.9 **Aid to injured animals** found on public property, administer euthanasia if necessary.
- 3.2.10 **Maintain a complete record of all Animal Control Services**, including but not limited to the Monthly Animal Control Activity Report and the Monthly Occurrence Report to be submitted to the City on or before the 15th day of the next month.
- 3.2.11 **Provide additional records** and/or reports as required from time to time by the City.
- 3.2.12 **Provide patrols** for a minimum of 10 hours per week and complete a Monthly Record of Patrols to be submitted to the City on or before the 15th day of the next month. Patrols may be at the discretion of the City.
- 3.2.13 **Pro-actively sell dog and cat tags** in accordance with the City's Animal Control By-law and remit tag fees to the City each month on or before the 15<sup>th</sup> day. Act as the Registrar for dog and cat tags and submit the Register to the City on or before the 15<sup>th</sup> day of each month. Method of sale may include but are not limited to appointing Licence Agents, door-to-door sales, public service announcements, mailouts, website, kiosks, etc.
- 3.2.14 **Maintain a webpage** on the City's website which may include hours of operation for Animal Control and Pound Services, FAQs, Contact information, Fees, Fines and POA process.
- 3.2.15 **The Contractor shall carry out the duties of Animal Control Officer** in accordance with the provisions of the City's Animal Control By-law; The Animals for Research Act; The Dog Owners Liability Act; Protection of Livestock and Poultry from Dogs Act; The Livestock, Poultry and Honey Bee Protection Act; The Pounds Act; The Provincial Offences Act; The Municipal Act, as well as any regulations passed thereunder.

## 4.0 STAFFING

### 4.1 REQUIRED INFORMATION:

- 4.1.1 Animal Control Officer(s) shall within 120 days of the start of the contract, and any renewal thereof, be required to provide a Police Records Search Certificate Intended for the Vulnerable Sector.
- 4.1.3 Animal Control Officer(s) shall provide proof of completion of Accessible Customer Service Training within 30 days of the start of the contract.

## **4.2 MINIMUM QUALIFICATIONS**

- 4.2.1 Knowledge of and ability to enforce the City's Animal Control By-law as well as all associated municipal policies, procedures and directives as amended from time to time.
- 4.2.2 An understanding and ability to apply all related provincial legislation, including but not limited to, The Animals for Research Act, The Dog Owners Liability Act, The Livestock, Poultry and Honey Bee Protection Act, The Protection of Livestock and Poultry from Dogs Act, The Municipal Act, The Pounds Act, The Provincial Offences Act, and as well as any regulations passed thereunder and amended from time to time.
- 4.2.3 An understanding and familiarity of Court proceedings, knowledge of, and demonstrated ability to apply applicable Parts of the Provincial Offences Act.
- 4.2.4 Acquired investigative skills in the areas of identifying, collecting and preserving evidence, including, but not limited to, conducting interviews, making notes and presenting evidence at court proceedings.
- 4.2.5 Knowledge, appreciation and ability to appropriately use the privileges conferred in the role of Provincial Offences Officer.
- 4.2.6 Demonstrated ability to distinguish between the various breeds of dogs and cats.
- 4.2.7 Must be physically capable of performing duties of Animal Control Officer.

## **5.0 UNIFORMS**

- 5.1 Animal Control Officer(s) will be required to wear uniforms while in performance of their duties, the cost of which is included in the contract.
- 5.2 Uniforms shall be maintained in an appropriate manner.
- 5.3 Uniforms shall identify the Officer as an Animal Control Officer.

## **6.0 MINIMUM VEHICLE REQUIREMENTS**

- 6.1 The Contractor shall supply a minimum of one (1) Animal Control vehicle that contains the necessary equipment to ensure proper animal control.
- 6.2 All vehicles will contain communication equipment.
- 6.3 All vehicles will be identified on the exterior as Animal Control Vehicles.

## **7.0 REPORTING**

- 7.1 The Contractor shall report to the staff person designated by the City Manager to oversee the Animal Control and Pound Services Contract.

- 7.2 All documentation required by this Agreement shall be submitted in accordance with the required timelines set out in the Agreement.

## **8.0 ACCOUNTING PROCEDURES**

- 8.1 The Contractor shall remit to the City all fees collected for the sale of dog and cat tags on or before the 15<sup>th</sup> day of each month.
- 8.2 The City shall pay the contractor the monthly contract amount by the 28<sup>th</sup> day of each month.
- 8.3 The Contractor is entitled to retain Impoundment, Daily Boarding, Humane Services/Adoption, Euthanized Services, and Disposal of Non-impounded Animal fees as outlined in the Animal Control By-law.
- 8.4 The Contractor agrees that the City shall have access to all books and records maintained in its capacity as License Agent and Registrar for the City and all books, records, papers and things required to be maintained under the terms and conditions of the Agreement. Such access shall be at all reasonable times by either the City's employees or its authorized agents or both. All expenses in connection with such examination shall be borne by the City.

## **9.0 WORKPLACE SAFETY INSURANCE BOARD**

- 9.1 The Contractor agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario every 60 days; or written confirmation from the Workplace Safety Insurance Board that the Contractor and employees are not subject to Workplace Safety Insurance.
- 9.2 Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Contractor. If in default under the Act or Regulations, the City may withhold payment in an amount sufficient to cover such default or cancel the contract.

## **10.0 SUPERVISION**

- 10.1 The Contractor shall advise the City in writing the name of the person that the Contractor designates as being the person in charge who is responsible for directing and supervising work and operations under the Agreement.
- 10.2 The Contractor shall advise the City in writing the name of the person who the Contractor designates as an alternate who is responsible for directing and supervising work and operations in the absence of the person in charge. All orders or instructions given to the person in charge or the alternate by the City shall be as binding on the Contractor as though given to him in person.

## **11.0 INSURANCE**

- 11.1 The Contractor agrees to maintain during the term of this agreement Vehicle Liability Insurance and Contractor's Liability Insurance, naming the City as co-insured, in the following amounts:
- a) Vehicle Liability Insurance: \$2 million
  - b) Contractor's Liability Insurance: \$ 2 million

- 12.2 The Contractor shall annually, within 7 days of the insurance renewal date, submit to the City a Certificate of Insurance together with an Undertaking from the insurance company that such insurance will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the City.
- 12.3 Should the City be of the opinion that the insurance taken out by the Contractor is inadequate in any respect for any reason whatsoever, the Contractor shall forthwith take out additional insurance satisfactory to the City.

## **12.0 INDEMNIFICATION AND SAVE HARMLESS**

The Contractor hereby covenants at all times to indemnify and save harmless the City against all claims and demands which may be brought against or made upon the Contractor and against all loss, liabilities, judgments, costs, demand or expenses, including legal costs, which the City may suffer resulting from or incidental to the services contracted subject to this Agreement or from any act or omission to act on the part of the Contractor, its servants, agents, employees, contractors, sub-contractors, owners, operators or any of them during the currency of this Agreement.

## **13.0 SAFETY MEASURES**

- 13.1 If at any time the methods or equipment used by the Contractor are found to be unsafe or inadequate for securing the safety of persons who may be endangered, the City may order the Contractor to do whatever is necessary to eliminate the hazard.
- 13.2 The Contractor shall immediately report to the City any incident in which it is involved concerning injury or damage to the person or property of others and provide all information available.
- 13.3 The Contractor shall adhere to the Occupational Health and Safety Act and all other applicable statutes.

## **14.0 GENERAL**

- 14.1 The records of the Contractor containing the information referred to in this Agreement, equipment and other appurtenances used in fulfilling the Agreement, shall be open at all reasonable times for inspection by the City.
- 14.2 The Contractor may perform Animal Control and Pound Services for others. Such services shall not affect the level of service being provided by the Contractor to the City in accordance with the terms of this Agreement, nor reduce the efficiency and quality of service provided to the City.
- 14.3 This Agreement is for Animal Control and Pound Services only and does not include any Veterinary Services. The Contractor acknowledges and agrees that it shall not provide Veterinary Services to any animal brought to it pursuant to this Agreement. All required Veterinary Services shall be provided by a Veterinarian. The City shall not have any direct or indirect involvement with care provided by a Veterinarian.

## **15.0 NOTICE**

- 15.1 Notices required to be given to the City under this agreement shall be sent by prepaid registered mail addressed to:

**The City of Temiskaming Shores at P.O. Box 2050, 325 Farr Drive, Haileybury, Ontario P0J 1K0**, to the attention the Clerk and any such notice shall be deemed to have been received by the City on the fifth day after the day of mailing.

- 15.2 Notices required to be given to the Contractor under this agreement shall be sent by prepaid registered mail addressed to:

**Prodigal Pets operating as Temiskaming Animal Care and Control, P.O. Box 339, North Cobalt, Ontario P0J 1R0**, to the attention of Garrett Hunting and any such notice shall be deemed to have been received by the Contractor on the fifth day after the day of mailing.

## **16.0 NON-ASSIGNABILITY**

- 16.1 Neither this Agreement nor any interest of either of the parties (including any interest in monies belonging to or which may accrue to either party) may be assigned, pledged, transferred, mortgaged or hypothecated.

## **17.0 NON-WAIVER**

- 17.1 No covenant or condition of this Agreement can be waived except by written consent of both parties.

## **18.0 ENTIRE AGREEMENT**

- 18.1 This Agreement shall constitute the entire Agreement between the City and the Contractor, and it shall not be amended, altered or changed except by written agreement.
- 18.2 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed to be an original, but such counterparts together shall constitute but one and the same instrument.
- 18.3 The Contractor will execute work in accordance with the provisions of this Agreement.

## **19.0 BINDING EFFECT**

- 19.1 This Agreement, including all covenants and conditions, shall extend to, be binding upon and enure to the benefit of each and all the successors and assigns of the respective parties hereto and wherever the singular or masculine is used in the Agreement, it shall be construed as if the plural and the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so required and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

## **20.0 PAYMENT**

- 20.1 The City agrees to pay to the Contractor for services provided in accordance with the following:

a) January 1, 2018 to December 31, 2019 -\$6,052.25 plus HST per month

20.2 Payments will be by cheque made payable to the Contractor issued in the normal course of business by the City's Treasurer on the 28th day of each month or the next business day.

## **21.0 INTERPRETATION**

21.1 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

## **22.0 TITLES**

22.1 The Titles to the paragraphs of this Agreement are solely for the convenience of the parties hereto, and is not an aid in the interpretation of this instrument.

## **23.0 FREEDOM OF INFORMATION**

23.1 The Contractor consents to the release to the public of this Agreement and all associated documents in accordance with the Municipal Freedom of Information and Protection of Privacy Act.



# Memo

**To:** Mayor and Council  
**From:** Timothy H. Uttley, Fire Chief/CEMC  
**Date:** October 17, 2017  
**Subject:** Appointment of EMPC Member – IT Administrator  
**Attachments:** None

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Mayor and Council:

At the September 28, 2017 Emergency Management Program Committee meeting, the City's Committee passed Recommendation EMPC-2017-006 recommending the IT Administrator for the City of Temiskaming Shores be appointed to the committee.

At the September 28, 2017 Emergency Management Program Committee meeting the committee discussed the importance that information technology plays in all aspects of emergency planning and emergency management. The committee noted that currently the IT Administrator, Brad Hearn assumes the role of Technical Communications Coordinator within the Municipal Emergency Control Group as required during emergencies. The committee felt that the IT Administrator position would be a great asset to the committee and therefore requested a recommendation to Council be sent for consideration appointing Brad Hearn, IT Administrator to the committee.

In accordance with By-law No. 2011-158, as amended being a by-law to adopt a Terms of Reference for the EMPC, and more specifically Section 2.6 of the Terms of Reference, the following is being recommended to Council for consideration:

1. That the position of IT Administrator be hereby appointed to the Emergency Management Program Committee (EMPC) for the City of Temiskaming Shores; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-030 being a by-law to appoint Community Representatives to various Committees and Boards for the 2015-2018 Term of Council appointing Brad Hearn, IT Administrator as a member to the Emergency Management Program Committee (EMPC) for the City of Temiskaming Shores for consideration at the October 17<sup>th</sup>, 2017 Regular Council meeting.

I would like to thank Council for your consideration.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

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Timothy H. Uttley  
Fire Chief/CEMC

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Christopher W. Oslund  
City Manager

# THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

## BY-LAW NUMBER 2017-131

### **A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$4,364,148.00 TOWARDS THE COST OF THE TEMISKAMING SHORES INFRASTRUCTURE UPGRADES PHASE 1**

AND WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the "Municipality") has passed the By-law or By-laws, as applicable, enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing the capital work described in column (2) of Schedule "A" (individually a "Capital Work" and collectively the "Capital Works, as the case may be"), and authorizing the entering into of a Financing Agreement dated effective as of November 17, 2016 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work(s) (the "Financing Agreement") and the Municipality desires to issue debentures for the Capital Work(s) in the amount or respective amounts, as applicable, specified in column (5) of Schedule "A";

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority, by the Ontario Municipal Board pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the "Application") and the Application has been approved;

AND WHEREAS to provide long term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement, it is now deemed to be expedient to borrow money by the issue of serial debentures in the principal amount of \$4,364,148.00 dated November 01, 2017 and maturing on November 01, 2037, and payable in quarterly instalments of combined principal and interest on the first day of February, the first day of May, the first day of August, and the

first day of November in each of the years 2018 to 2037, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$4,364,148.00 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said principal amount of \$4,364,148.00 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$4,364,148.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated November 01, 2017, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 3.43% per annum and mature during a period of 20 years from the date thereof payable -quarterly in arrears as described in this section. The Debentures shall be paid in full by November 01, 2037 and be payable in equal quarterly instalments of combined principal and interest on the first day of February, the first day of May, the first day of August, and the first day of November in each of the years 2018 to 2037, both inclusive, save and except for the

last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**") and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s), there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the

cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-

law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be

communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

21. This By-law takes effect on the day of passing.

By-law read a first and second time this 17th day of October, 2017 .

By-law read a third time and finally passed this 17th day of October, 2017 .

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Carmen Kidd  
Mayor

---

David B. Treen  
Clerk

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

**Schedule "A" to By-law Number 2017-131**

<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
<b>By-law</b>	<b>Project Description</b>	<b>Approved Amount to be Financed Through the Issue of Debentures</b>	<b>Amount of Debentures Previously Issued</b>	<b>Amount of Debentures to be Issued</b>	<b>Term of Years of Debentures</b>
2016-170	Temiskaming Shores Infrastructure Upgrades Phase 1	4,364,148.00	0.00	4,364,148.00	20 years

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

**Schedule "B" to By-law Number 2017-131**

No. 2017-131

\$4,364,148.00
----------------

C A N A D A  
Province of Ontario

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

FULLY REGISTERED INTEREST RATE 3.43% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (November 01, 2037), the principal amount of

FOUR MILLION THREE HUNDRED THOUSAND SIXTY-FOUR THOUSAND ONE  
HUNDRED AND FORTY-EIGHT DOLLARS

----- (\$4,364,148.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, the first day of May, the first day of August, and the first day of November in each of the years 2018 to 2037, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.43% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that

the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-131 of the Municipality duly passed on the 17th day of October, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: November 01, 2017

\_\_\_\_\_ (Seal)\_\_\_\_\_

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$4,364,148.00 dated November 01, 2017 and maturing on November 01, 2037 in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, the first day of May, the first day of August, and the first day of November in each of the years 2018 to 2037, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

November 01, 2017

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Kemp Pirie Crombeen

## CONDITIONS OF THE DEBENTURE

### **Form, Denomination, and Ranking of the Debenture**

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### **Registration**

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### **Title**

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

## Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on February 01, 2018 and ending on November 01, 2037, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

## **Notices**

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

## **Time**

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

## **Governing Law**

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

## **Definitions:**

- (a) “**Prime Rate**” means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the “**Reference Banks**”) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the “Prime Rate” shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

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

**Schedule "C" to By-law Number 2017-131**

LOAN AMORTIZATION SCHEDULE

Name.....: Temiskaming Shores, The Corporation of The City of  
 Principal: 4,364,148.00  
 Rate.....: 03.4300  
 Term.....: 240  
 Paid.....: Quarterly  
 Matures...: 11/01/2037

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	02/01/2018	92,282.00	54,551.85	37,730.15	4,309,596.15
2	05/01/2018	90,595.42	54,551.85	36,043.57	4,255,044.30
3	08/01/2018	91,338.75	54,551.85	36,786.90	4,200,492.45
4	11/01/2018	90,867.12	54,551.85	36,315.27	4,145,940.60
5	02/01/2019	90,395.49	54,551.85	35,843.64	4,091,388.75
6	05/01/2019	88,770.43	54,551.85	34,218.58	4,036,836.90
7	08/01/2019	89,452.24	54,551.85	34,900.39	3,982,285.05
8	11/01/2019	88,980.61	54,551.85	34,428.76	3,927,733.20
9	02/01/2020	88,508.99	54,551.85	33,957.14	3,873,181.35
10	05/01/2020	87,309.41	54,551.85	32,757.56	3,818,629.50
11	08/01/2020	87,565.73	54,551.85	33,013.88	3,764,077.65
12	11/01/2020	87,094.11	54,551.85	32,542.26	3,709,525.80
13	02/01/2021	86,622.48	54,551.85	32,070.63	3,654,973.95
14	05/01/2021	85,120.45	54,551.85	30,568.60	3,600,422.10
15	08/01/2021	85,679.23	54,551.85	31,127.38	3,545,870.25
16	11/01/2021	85,207.60	54,551.85	30,655.75	3,491,318.40
17	02/01/2022	84,735.97	54,551.85	30,184.12	3,436,766.55
18	05/01/2022	83,295.46	54,551.85	28,743.61	3,382,214.70
19	08/01/2022	83,792.72	54,551.85	29,240.87	3,327,662.85
20	11/01/2022	83,321.09	54,551.85	28,769.24	3,273,111.00
21	02/01/2023	82,849.46	54,551.85	28,297.61	3,218,559.15
22	05/01/2023	81,470.47	54,551.85	26,918.62	3,164,007.30
23	08/01/2023	81,906.21	54,551.85	27,354.36	3,109,455.45
24	11/01/2023	81,434.58	54,551.85	26,882.73	3,054,903.60
25	02/01/2024	80,962.96	54,551.85	26,411.11	3,000,351.75
26	05/01/2024	79,927.43	54,551.85	25,375.58	2,945,799.90
27	08/01/2024	80,019.70	54,551.85	25,467.85	2,891,248.05
28	11/01/2024	79,548.08	54,551.85	24,996.23	2,836,696.20
29	02/01/2025	79,076.45	54,551.85	24,524.60	2,782,144.35
30	05/01/2025	77,820.49	54,551.85	23,268.64	2,727,592.50
31	08/01/2025	78,133.19	54,551.85	23,581.34	2,673,040.65
32	11/01/2025	77,661.57	54,551.85	23,109.72	2,618,488.80
33	02/01/2026	77,189.94	54,551.85	22,638.09	2,563,936.95
34	05/01/2026	75,995.49	54,551.85	21,443.64	2,509,385.10
35	08/01/2026	76,246.69	54,551.85	21,694.84	2,454,833.25

36	11/01/2026	75,775.06	54,551.85	21,223.21	2,400,281.40
37	02/01/2027	75,303.43	54,551.85	20,751.58	2,345,729.55
38	05/01/2027	74,170.50	54,551.85	19,618.65	2,291,177.70
39	08/01/2027	74,360.18	54,551.85	19,808.33	2,236,625.85
40	11/01/2027	73,888.55	54,551.85	19,336.70	2,182,074.00
41	02/01/2028	73,416.93	54,551.85	18,865.08	2,127,522.15
42	05/01/2028	72,545.44	54,551.85	17,993.59	2,072,970.30
43	08/01/2028	72,473.67	54,551.85	17,921.82	2,018,418.45
44	11/01/2028	72,002.05	54,551.85	17,450.20	1,963,866.60
45	02/01/2029	71,530.42	54,551.85	16,978.57	1,909,314.75
46	05/01/2029	70,520.52	54,551.85	15,968.67	1,854,762.90
47	08/01/2029	70,587.16	54,551.85	16,035.31	1,800,211.05
48	11/01/2029	70,115.54	54,551.85	15,563.69	1,745,659.20
49	02/01/2030	69,643.91	54,551.85	15,092.06	1,691,107.35
50	05/01/2030	68,695.53	54,551.85	14,143.68	1,636,555.50
51	08/01/2030	68,700.66	54,551.85	14,148.81	1,582,003.65
52	11/01/2030	68,229.03	54,551.85	13,677.18	1,527,451.80
53	02/01/2031	67,757.40	54,551.85	13,205.55	1,472,899.95
54	05/01/2031	66,870.54	54,551.85	12,318.69	1,418,348.10
55	08/01/2031	66,814.15	54,551.85	12,262.30	1,363,796.25
56	11/01/2031	66,342.52	54,551.85	11,790.67	1,309,244.40
57	02/01/2032	65,870.90	54,551.85	11,319.05	1,254,692.55
58	05/01/2032	65,163.46	54,551.85	10,611.61	1,200,140.70
59	08/01/2032	64,927.64	54,551.85	10,375.79	1,145,588.85
60	11/01/2032	64,456.01	54,551.85	9,904.16	1,091,037.00
61	02/01/2033	63,984.39	54,551.85	9,432.54	1,036,485.15
62	05/01/2033	63,220.56	54,551.85	8,668.71	981,933.30
63	08/01/2033	63,041.13	54,551.85	8,489.28	927,381.45
64	11/01/2033	62,569.51	54,551.85	8,017.66	872,829.60
65	02/01/2034	62,097.88	54,551.85	7,546.03	818,277.75
66	05/01/2034	61,395.57	54,551.85	6,843.72	763,725.90
67	08/01/2034	61,154.63	54,551.85	6,602.78	709,174.05
68	11/01/2034	60,683.00	54,551.85	6,131.15	654,622.20
69	02/01/2035	60,211.37	54,551.85	5,659.52	600,070.35
70	05/01/2035	59,570.58	54,551.85	5,018.73	545,518.50
71	08/01/2035	59,268.12	54,551.85	4,716.27	490,966.65
72	11/01/2035	58,796.49	54,551.85	4,244.64	436,414.80
73	02/01/2036	58,324.87	54,551.85	3,773.02	381,862.95
74	05/01/2036	57,781.47	54,551.85	3,229.62	327,311.10
75	08/01/2036	57,381.61	54,551.85	2,829.76	272,759.25
76	11/01/2036	56,909.98	54,551.85	2,358.13	218,207.40
77	02/01/2037	56,438.36	54,551.85	1,886.51	163,655.55
78	05/01/2037	55,920.59	54,551.85	1,368.74	109,103.70
79	08/01/2037	55,495.10	54,551.85	943.25	54,551.85
80	11/01/2037	55,023.48	54,551.85	471.63	0.00

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5,880,607.90 4,364,148.00 1,516,459.90

No. 2017-131

\$4,364,148.00

C A N A D A  
Province of Ontario  
The Corporation of The City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 3.43% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (November 1, 2027), the principal amount of

FOUR MILLION THREE HUNDRED THOUSAND SIXTY-FOUR THOUSAND ONE  
HUNDRED AND FORTY-EIGHT DOLLARS

----- (\$4,364,148.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, the first day of May, the first day of August, and the first day of November in each of the years 2018 to 2037, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.43% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-131 of the Municipality duly passed on the 17th day of October, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: November 01, 2017

\_\_\_\_\_ (Seal)\_\_\_\_\_

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_ by: \_\_\_\_\_  
Authorized Signing Officer Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$4,364,148.00 dated November 01, 2017 and maturing on November 01, 2037 in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, the first day of May, the first day of August, and the first day of November in each of the years 2018 to 2037, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

November 01, 2017

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Kemp Pirie Crombeen

## **CONDITIONS OF THE DEBENTURE**

### **Form, Denomination, and Ranking of the Debenture**

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### **Registration**

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### **Title**

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

### **Payments of Principal and Interest**

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on February 01, 2018 and ending on November 01, 2037, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance,

theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

## **Notices**

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered

holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

### Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

### Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

### Definitions:

- (a) **“Prime Rate”** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **“Reference Banks”**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **“Prime Rate”** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

LOAN AMORTIZATION SCHEDULE

Name.....: Temiskaming Shores, The Corporation of The City of  
 Principal: 4,364,148.00  
 Rate.....: 03.4300  
 Term.....: 240  
 Paid.....: Quarterly  
 Matures...: 11/01/2037

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	02/01/2018	92,282.00	54,551.85	37,730.15	4,309,596.15
2	05/01/2018	90,595.42	54,551.85	36,043.57	4,255,044.30
3	08/01/2018	91,338.75	54,551.85	36,786.90	4,200,492.45
4	11/01/2018	90,867.12	54,551.85	36,315.27	4,145,940.60
5	02/01/2019	90,395.49	54,551.85	35,843.64	4,091,388.75
6	05/01/2019	88,770.43	54,551.85	34,218.58	4,036,836.90
7	08/01/2019	89,452.24	54,551.85	34,900.39	3,982,285.05
8	11/01/2019	88,980.61	54,551.85	34,428.76	3,927,733.20
9	02/01/2020	88,508.99	54,551.85	33,957.14	3,873,181.35
10	05/01/2020	87,309.41	54,551.85	32,757.56	3,818,629.50
11	08/01/2020	87,565.73	54,551.85	33,013.88	3,764,077.65
12	11/01/2020	87,094.11	54,551.85	32,542.26	3,709,525.80
13	02/01/2021	86,622.48	54,551.85	32,070.63	3,654,973.95
14	05/01/2021	85,120.45	54,551.85	30,568.60	3,600,422.10
15	08/01/2021	85,679.23	54,551.85	31,127.38	3,545,870.25
16	11/01/2021	85,207.60	54,551.85	30,655.75	3,491,318.40
17	02/01/2022	84,735.97	54,551.85	30,184.12	3,436,766.55
18	05/01/2022	83,295.46	54,551.85	28,743.61	3,382,214.70
19	08/01/2022	83,792.72	54,551.85	29,240.87	3,327,662.85
20	11/01/2022	83,321.09	54,551.85	28,769.24	3,273,111.00
21	02/01/2023	82,849.46	54,551.85	28,297.61	3,218,559.15
22	05/01/2023	81,470.47	54,551.85	26,918.62	3,164,007.30
23	08/01/2023	81,906.21	54,551.85	27,354.36	3,109,455.45
24	11/01/2023	81,434.58	54,551.85	26,882.73	3,054,903.60
25	02/01/2024	80,962.96	54,551.85	26,411.11	3,000,351.75
26	05/01/2024	79,927.43	54,551.85	25,375.58	2,945,799.90
27	08/01/2024	80,019.70	54,551.85	25,467.85	2,891,248.05
28	11/01/2024	79,548.08	54,551.85	24,996.23	2,836,696.20
29	02/01/2025	79,076.45	54,551.85	24,524.60	2,782,144.35
30	05/01/2025	77,820.49	54,551.85	23,268.64	2,727,592.50
31	08/01/2025	78,133.19	54,551.85	23,581.34	2,673,040.65
32	11/01/2025	77,661.57	54,551.85	23,109.72	2,618,488.80
33	02/01/2026	77,189.94	54,551.85	22,638.09	2,563,936.95
34	05/01/2026	75,995.49	54,551.85	21,443.64	2,509,385.10
35	08/01/2026	76,246.69	54,551.85	21,694.84	2,454,833.25
36	11/01/2026	75,775.06	54,551.85	21,223.21	2,400,281.40
37	02/01/2027	75,303.43	54,551.85	20,751.58	2,345,729.55
38	05/01/2027	74,170.50	54,551.85	19,618.65	2,291,177.70
39	08/01/2027	74,360.18	54,551.85	19,808.33	2,236,625.85

40	11/01/2027	73,888.55	54,551.85	19,336.70	2,182,074.00
41	02/01/2028	73,416.93	54,551.85	18,865.08	2,127,522.15
42	05/01/2028	72,545.44	54,551.85	17,993.59	2,072,970.30
43	08/01/2028	72,473.67	54,551.85	17,921.82	2,018,418.45
44	11/01/2028	72,002.05	54,551.85	17,450.20	1,963,866.60
45	02/01/2029	71,530.42	54,551.85	16,978.57	1,909,314.75
46	05/01/2029	70,520.52	54,551.85	15,968.67	1,854,762.90
47	08/01/2029	70,587.16	54,551.85	16,035.31	1,800,211.05
48	11/01/2029	70,115.54	54,551.85	15,563.69	1,745,659.20
49	02/01/2030	69,643.91	54,551.85	15,092.06	1,691,107.35
50	05/01/2030	68,695.53	54,551.85	14,143.68	1,636,555.50
51	08/01/2030	68,700.66	54,551.85	14,148.81	1,582,003.65
52	11/01/2030	68,229.03	54,551.85	13,677.18	1,527,451.80
53	02/01/2031	67,757.40	54,551.85	13,205.55	1,472,899.95
54	05/01/2031	66,870.54	54,551.85	12,318.69	1,418,348.10
55	08/01/2031	66,814.15	54,551.85	12,262.30	1,363,796.25
56	11/01/2031	66,342.52	54,551.85	11,790.67	1,309,244.40
57	02/01/2032	65,870.90	54,551.85	11,319.05	1,254,692.55
58	05/01/2032	65,163.46	54,551.85	10,611.61	1,200,140.70
59	08/01/2032	64,927.64	54,551.85	10,375.79	1,145,588.85
60	11/01/2032	64,456.01	54,551.85	9,904.16	1,091,037.00
61	02/01/2033	63,984.39	54,551.85	9,432.54	1,036,485.15
62	05/01/2033	63,220.56	54,551.85	8,668.71	981,933.30
63	08/01/2033	63,041.13	54,551.85	8,489.28	927,381.45
64	11/01/2033	62,569.51	54,551.85	8,017.66	872,829.60
65	02/01/2034	62,097.88	54,551.85	7,546.03	818,277.75
66	05/01/2034	61,395.57	54,551.85	6,843.72	763,725.90
67	08/01/2034	61,154.63	54,551.85	6,602.78	709,174.05
68	11/01/2034	60,683.00	54,551.85	6,131.15	654,622.20
69	02/01/2035	60,211.37	54,551.85	5,659.52	600,070.35
70	05/01/2035	59,570.58	54,551.85	5,018.73	545,518.50
71	08/01/2035	59,268.12	54,551.85	4,716.27	490,966.65
72	11/01/2035	58,796.49	54,551.85	4,244.64	436,414.80
73	02/01/2036	58,324.87	54,551.85	3,773.02	381,862.95
74	05/01/2036	57,781.47	54,551.85	3,229.62	327,311.10
75	08/01/2036	57,381.61	54,551.85	2,829.76	272,759.25
76	11/01/2036	56,909.98	54,551.85	2,358.13	218,207.40
77	02/01/2037	56,438.36	54,551.85	1,886.51	163,655.55
78	05/01/2037	55,920.59	54,551.85	1,368.74	109,103.70
79	08/01/2037	55,495.10	54,551.85	943.25	54,551.85
80	11/01/2037	55,023.48	54,551.85	471.63	0.00

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5,880,607.90 4,364,148.00 1,516,459.90

## CERTIFICATE

**To: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 20 year, 3.43% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$4,364,148.00 Debenture Amount for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2017-131 (the "Debenture By-law");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, David B. Treen, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the October 17, 2017 in full compliance with the *Municipal Act, 2001*, as amended (the "Act") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law referred to in Schedule "A" to the Debenture By-law (the "Authorizing By-law") have been enacted and passed by the Council of the Municipality in full compliance with the Act at a meeting at which a quorum was present. Forthwith after the passage of the Authorizing By-law the same was signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital works described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Council of the Municipality had its Treasurer calculate the updated limit in respect of the relevant annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable debt and financial obligation limits regulation. In this connection, before the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or exceed its updated limit. Accordingly, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the applicable debt and financial obligation limits regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law nor have the same been in any way

repealed, altered or amended and the Debenture By-law and the Authorizing By-law are now in full force and effect.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law have been previously issued.

8. The respective principal amount of debentures which is to be issued pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the respective net cost of such Capital Work(s) to the Municipality.

9. The debenture certificate issued pursuant to the Debenture By-law (the "OILC Debenture") has been signed by Mayor and by the Treasurer of the Municipality. The OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture in the amount of \$\$4,364,148.00 which is now being issued to Ontario Infrastructure and Lands Corporation pursuant to the Debenture By-law, the Municipality is not exceeding its borrowing powers.

10. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

11. The Authorizing By-law and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

**DATED** at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2017.

[AFFIX SEAL]

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David B. Treen, Clerk

**CERTIFICATE OF SIGNATURE AND NO LITIGATION**

**TO: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 20 year, 3.43% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$4,364,148.00, authorized by Debenture By-law Number 2017-131 (the "Debenture By-law")

I, Laura Lee MacLeod, Treasurer of the Municipality, do hereby certify that on or before November 01, 2017, I as Treasurer, signed the fully registered serial debenture numbered in the principal amount of \$4,364,148.00 dated November 01, 2017, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "OILC Debenture").

I further certify that on or before November 01, 2017, the OILC Debenture was signed by Carmen Kidd, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, that the OILC Debenture was sealed with the seal of the Municipality, and that the OILC Debenture is in all respects in accordance with the Debenture By-law.

I further certify that the said Carmen Kidd, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

I further certify that no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2017.

\_\_\_\_\_  
Laura Lee MacLeod, Treasurer

I, David B. Treen, Clerk of the Municipality do hereby certify that the signature of Laura Lee MacLeod, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

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David B. Treen, Clerk

## DEBENTURE TREASURER'S CERTIFICATE

**To: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 20 year, 3.43% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$4,364,148.00, authorized by Debenture By-law Number 2017-131 (the "Debenture By-law")

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Laura Lee MacLeod, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality authorized the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "Regulation"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2016.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amount payable described in Section 4(2) of the Regulation was determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work(s) to the Municipality.

7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

8. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement (as defined in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof.

**DATED** at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2017.

[AFFIX SEAL]

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Laura Lee MacLeod, Treasurer

## THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

### BY-LAW NUMBER 2017-132

#### **A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$419,397.00 TOWARDS THE COST OF THE NORTH COBALT WATER STABILIZATION**

AND WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the "Municipality") has passed the By-law or By-laws, as applicable, enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing the capital work described in column (2) of Schedule "A" (individually a "Capital Work" and collectively the "Capital Works, as the case may be"), and authorizing the entering into of a Financing Agreement dated effective as of November 17, 2016 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work(s) (the "Financing Agreement") and the Municipality desires to issue debentures for the Capital Work(s) in the amount or respective amounts, as applicable, specified in column (5) of Schedule "A";

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority, by the Ontario Municipal Board pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the "Application") and the Application has been approved;

AND WHEREAS to provide long term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement, it is now deemed to be expedient to borrow money by the issue of serial debentures in the principal amount of \$419,397.00 dated November 01, 2017 and maturing on November 01, 2027, and payable in quarterly instalments of combined principal and interest on the first day of February, the first day of May, the first day of August, and the

first day of November in each of the years 2018 to 2027, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$419,397.00 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said principal amount of \$419,397.00 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$419,397.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated November 01, 2017, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.97% per annum and mature during a period of 10 years from the date thereof payable -quarterly in arrears as described in this section. The Debentures shall be paid in full by November 01, 2027 and be payable in equal quarterly instalments of combined principal and interest on the first day of February, the first day of May, the first day of August, and the first day of November in each of the years 2018 to 2027, both inclusive, save and except for the

last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**") and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s), there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the

cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-

law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be

communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

21. This By-law takes effect on the day of passing.

By-law read a first and second time this 17th day of October, 2017 .

By-law read a third time and finally passed this 17th day of October, 2017 .

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Carmen Kidd  
Mayor

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David B. Treen  
Clerk

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

**Schedule "A" to By-law Number 2017-132**

<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
<b>By-law</b>	<b>Project Description</b>	<b>Approved Amount to be Financed Through the Issue of Debentures</b>	<b>Amount of Debentures Previously Issued</b>	<b>Amount of Debentures to be Issued</b>	<b>Term of Years of Debentures</b>
2016-170	North cobalt water stabilization	419,397.00	0.00	419,397.00	10 years

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

**Schedule "B" to By-law Number 2017-132**

No. 2017-132

\$419,397.00
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C A N A D A  
Province of Ontario

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

FULLY REGISTERED INTEREST RATE 2.97% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (November 01, 2027), the principal amount of

FOUR HUNDRED NINETEEN THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS

----- (\$419,397.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, the first day of May, the first day of August, and the first day of November in each of the years 2018 to 2027, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.97% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-132 of the Municipality duly passed on the 17th day of October, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: November 01, 2017

\_\_\_\_\_ (Seal)\_\_\_\_\_

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$419,397.00 dated November 01, 2017 and maturing on November 01, 2027 in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, the first day of May, the first day of August, and the first day of November in each of the years 2018 to 2027, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

November 01, 2017

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Kemp Pirie Crombeen

## CONDITIONS OF THE DEBENTURE

### **Form, Denomination, and Ranking of the Debenture**

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### **Registration**

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### **Title**

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

## Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on February 01, 2018 and ending on November 01, 2027, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

## Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

## Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

## Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

## Definitions:

- (a) “**Prime Rate**” means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the “**Reference Banks**”) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the “Prime Rate” shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

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

**Schedule "C" to By-law Number 2017-132**

LOAN AMORTIZATION SCHEDULE

Name.....: Temiskaming Shores, The Corporation of The City of  
 Principal: 419,397.00  
 Rate.....: 02.9700  
 Term.....: 240  
 Paid.....: Quarterly  
 Matures...: 11/01/2027

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	02/01/2018	92,282.00	54,551.85	37,730.15	4,309,596.15
2	05/01/2018	90,595.42	54,551.85	36,043.57	4,255,044.30
3	08/01/2018	91,338.75	54,551.85	36,786.90	4,200,492.45
4	11/01/2018	90,867.12	54,551.85	36,315.27	4,145,940.60
5	02/01/2019	90,395.49	54,551.85	35,843.64	4,091,388.75
6	05/01/2019	88,770.43	54,551.85	34,218.58	4,036,836.90
7	08/01/2019	89,452.24	54,551.85	34,900.39	3,982,285.05
8	11/01/2019	88,980.61	54,551.85	34,428.76	3,927,733.20
9	02/01/2020	88,508.99	54,551.85	33,957.14	3,873,181.35
10	05/01/2020	87,309.41	54,551.85	32,757.56	3,818,629.50
11	08/01/2020	87,565.73	54,551.85	33,013.88	3,764,077.65
12	11/01/2020	87,094.11	54,551.85	32,542.26	3,709,525.80
13	02/01/2021	86,622.48	54,551.85	32,070.63	3,654,973.95
14	05/01/2021	85,120.45	54,551.85	30,568.60	3,600,422.10
15	08/01/2021	85,679.23	54,551.85	31,127.38	3,545,870.25
16	11/01/2021	85,207.60	54,551.85	30,655.75	3,491,318.40
17	02/01/2022	84,735.97	54,551.85	30,184.12	3,436,766.55
18	05/01/2022	83,295.46	54,551.85	28,743.61	3,382,214.70
19	08/01/2022	83,792.72	54,551.85	29,240.87	3,327,662.85
20	11/01/2022	83,321.09	54,551.85	28,769.24	3,273,111.00
21	02/01/2023	82,849.46	54,551.85	28,297.61	3,218,559.15
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23	08/01/2023	81,906.21	54,551.85	27,354.36	3,109,455.45
24	11/01/2023	81,434.58	54,551.85	26,882.73	3,054,903.60
25	02/01/2024	80,962.96	54,551.85	26,411.11	3,000,351.75
26	05/01/2024	79,927.43	54,551.85	25,375.58	2,945,799.90
27	08/01/2024	80,019.70	54,551.85	25,467.85	2,891,248.05
28	11/01/2024	79,548.08	54,551.85	24,996.23	2,836,696.20
29	02/01/2025	79,076.45	54,551.85	24,524.60	2,782,144.35
30	05/01/2025	77,820.49	54,551.85	23,268.64	2,727,592.50
31	08/01/2025	78,133.19	54,551.85	23,581.34	2,673,040.65
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68	11/01/2034	60,683.00	54,551.85	6,131.15	654,622.20
69	02/01/2035	60,211.37	54,551.85	5,659.52	600,070.35
70	05/01/2035	59,570.58	54,551.85	5,018.73	545,518.50
71	08/01/2035	59,268.12	54,551.85	4,716.27	490,966.65
72	11/01/2035	58,796.49	54,551.85	4,244.64	436,414.80
73	02/01/2036	58,324.87	54,551.85	3,773.02	381,862.95
74	05/01/2036	57,781.47	54,551.85	3,229.62	327,311.10
75	08/01/2036	57,381.61	54,551.85	2,829.76	272,759.25
76	11/01/2036	56,909.98	54,551.85	2,358.13	218,207.40
77	02/01/2027	56,438.36	54,551.85	1,886.51	163,655.55
78	05/01/2027	55,920.59	54,551.85	1,368.74	109,103.70
79	08/01/2027	55,495.10	54,551.85	943.25	54,551.85
80	11/01/2027	55,023.48	54,551.85	471.63	0.00

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5,880,607.90 419,397.00 1,516,459.90

No. 2017-132

\$419,397.00

C A N A D A  
Province of Ontario  
The Corporation of The City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 2.97% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (October 02, 2027), the principal amount of

FOUR HUNDRED NINETEEN THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS

----- (\$419,397.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, the first day of May, the first day of August, and the first day of November in each of the years 2018 to 2027, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.97% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-132 of the Municipality duly passed on the 17th day of October, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: November 01, 2017

\_\_\_\_\_ (Seal)\_\_\_\_\_

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$419,397.00 dated November 01, 2017 and maturing on November 01, 2027 in quarterly instalments of combined equal principal and diminishing interest amounts on the first day of February, the first day of May, the first day of August, and the first day of November in each of the years 2018 to 2027, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

November 01, 2017

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Kemp Pirie Crombeen

## **CONDITIONS OF THE DEBENTURE**

### **Form, Denomination, and Ranking of the Debenture**

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### **Registration**

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### **Title**

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

### **Payments of Principal and Interest**

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on February 01, 2018 and ending on November 01, 2027, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance,

theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

## **Notices**

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered

holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

### Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

### Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

### Definitions:

- (a) **“Prime Rate”** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **“Reference Banks”**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **“Prime Rate”** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

LOAN AMORTIZATION SCHEDULE

Name.....: Temiskaming Shores, The Corporation of The City of  
 Principal: 419,397.00  
 Rate.....: 02.9700  
 Term.....: 240  
 Paid.....: Quarterly  
 Matures...: 11/01/2027

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	02/01/2018	92,282.00	54,551.85	37,730.15	4,309,596.15
2	05/01/2018	90,595.42	54,551.85	36,043.57	4,255,044.30
3	08/01/2018	91,338.75	54,551.85	36,786.90	4,200,492.45
4	11/01/2018	90,867.12	54,551.85	36,315.27	4,145,940.60
5	02/01/2019	90,395.49	54,551.85	35,843.64	4,091,388.75
6	05/01/2019	88,770.43	54,551.85	34,218.58	4,036,836.90
7	08/01/2019	89,452.24	54,551.85	34,900.39	3,982,285.05
8	11/01/2019	88,980.61	54,551.85	34,428.76	3,927,733.20
9	02/01/2020	88,508.99	54,551.85	33,957.14	3,873,181.35
10	05/01/2020	87,309.41	54,551.85	32,757.56	3,818,629.50
11	08/01/2020	87,565.73	54,551.85	33,013.88	3,764,077.65
12	11/01/2020	87,094.11	54,551.85	32,542.26	3,709,525.80
13	02/01/2021	86,622.48	54,551.85	32,070.63	3,654,973.95
14	05/01/2021	85,120.45	54,551.85	30,568.60	3,600,422.10
15	08/01/2021	85,679.23	54,551.85	31,127.38	3,545,870.25
16	11/01/2021	85,207.60	54,551.85	30,655.75	3,491,318.40
17	02/01/2022	84,735.97	54,551.85	30,184.12	3,436,766.55
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68	11/01/2034	60,683.00	54,551.85	6,131.15	654,622.20
69	02/01/2035	60,211.37	54,551.85	5,659.52	600,070.35
70	05/01/2035	59,570.58	54,551.85	5,018.73	545,518.50
71	08/01/2035	59,268.12	54,551.85	4,716.27	490,966.65
72	11/01/2035	58,796.49	54,551.85	4,244.64	436,414.80
73	02/01/2036	58,324.87	54,551.85	3,773.02	381,862.95
74	05/01/2036	57,781.47	54,551.85	3,229.62	327,311.10
75	08/01/2036	57,381.61	54,551.85	2,829.76	272,759.25
76	11/01/2036	56,909.98	54,551.85	2,358.13	218,207.40
77	02/01/2027	56,438.36	54,551.85	1,886.51	163,655.55
78	05/01/2027	55,920.59	54,551.85	1,368.74	109,103.70
79	08/01/2027	55,495.10	54,551.85	943.25	54,551.85
80	11/01/2027	55,023.48	54,551.85	471.63	0.00

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5,880,607.90 419,397.00 1,516,459.90

## CERTIFICATE

**To: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 10 year, 2.97% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$419,397.00 Debenture Amount for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2017-132 (the "Debenture By-law");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, David B. Treen, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the October 17, 2017 in full compliance with the *Municipal Act, 2001*, as amended (the "Act") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law referred to in Schedule "A" to the Debenture By-law (the "Authorizing By-law") have been enacted and passed by the Council of the Municipality in full compliance with the Act at a meeting at which a quorum was present. Forthwith after the passage of the Authorizing By-law the same was signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital works described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Council of the Municipality had its Treasurer calculate the updated limit in respect of the relevant annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable debt and financial obligation limits regulation. In this connection, before the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or exceed its updated limit. Accordingly, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the applicable debt and financial obligation limits regulation.

4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law nor have the same been in any way repealed, altered or amended and the Debenture By-law and the Authorizing By-law are now in full force and effect.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law have been previously issued.

8. The respective principal amount of debentures which is to be issued pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the respective net cost of such Capital Work(s) to the Municipality.

9. The debenture certificate issued pursuant to the Debenture By-law (the "OILC Debenture") has been signed by Mayor and by the Treasurer of the Municipality. The OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture in the amount of \$\$419,397.00 which is now being issued to Ontario Infrastructure and Lands Corporation pursuant to the Debenture By-law, the Municipality is not exceeding its borrowing powers.

10. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

11. The Authorizing By-law and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

**DATED** at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2017.

[AFFIX SEAL]

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David B. Treen, Clerk

**CERTIFICATE OF SIGNATURE AND NO LITIGATION**

**TO: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 10 year, 2.97% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$419,397.00, authorized by Debenture By-law Number 2017-132 (the "Debenture By-law")

I, Laura Lee MacLeod, Treasurer of the Municipality, do hereby certify that on or before November 01, 2017, I as Treasurer, signed the fully registered serial debenture numbered in the principal amount of \$419,397.00 dated November 01, 2017, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "OILC Debenture").

I further certify that on or before November 01, 2017, the OILC Debenture was signed by Carmen Kidd, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, that the OILC Debenture was sealed with the seal of the Municipality, and that the OILC Debenture is in all respects in accordance with the Debenture By-law.

I further certify that the said Carmen Kidd, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

I further certify that no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2017.

\_\_\_\_\_  
Laura Lee MacLeod, Treasurer

I, David B. Treen, Clerk of the Municipality do hereby certify that the signature of Laura Lee MacLeod, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

\_\_\_\_\_  
David B. Treen, Clerk

## DEBENTURE TREASURER'S CERTIFICATE

**To: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 10 year, 2.97% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$419,397.00, authorized by Debenture By-law Number 2017-132 (the "Debenture By-law")

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Laura Lee MacLeod, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality authorized the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "Regulation"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2016.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amount payable described in Section 4(2) of the Regulation was determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work(s) to the Municipality.

7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

8. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement (as defined in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof.

**DATED** at The Corporation of The City of Temiskaming Shores as at the 1st day of November, 2017.

[AFFIX SEAL]

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Laura Lee MacLeod, Treasurer

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

**By-law No. 2017-133**

**Being a By-law to enter into a Contract Agreements for POA  
Court Prosecution Services – Phillip Jones**

**Whereas** Section 227, of the Municipal Act, 2001, S.O., 2001, c.25, as amended, provides that a municipality may appoint such officers and employees as may be necessary for the purposes of the Corporation;

**And whereas** the City of Temiskaming Shores provides Provincial Offences Administration (POA);

**And whereas** Council considered Memo No. 029-2017-CS at the October 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Phillip Jones as a Court Prosecutor for consideration at the October 17, 2017 Regular Council meeting;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Mayor and Clerk be authorized to enter into an agreement with Phillip Jones for the provision of Court Prosecutions through the Provincial Offences Administration (POA), a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That this by-law comes into effect on December 1, 2017;
3. That By-law No. 2006-004 be repealed as of December 1, 2017.
4. That the Clerk of the City 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 17<sup>th</sup> day of October, 2017.

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Mayor – Carman Kidd

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Clerk – David B. Treen

This Agreement, made this 17<sup>th</sup> day of October, 2017.

Between:

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

(Hereinafter referred to as the “City”)

And:

**Phillip Jones**

(Hereinafter referred to as the “Prosecutor”)

Witnesses that:

Whereas the City is administering the Provincial Offences Court in the District of Timiskaming;

And whereas the City requires prosecutorial services to administer the Court;

And whereas the Prosecutor wishes to provide such services;

And whereas by this agreement, the Parties wish to set out their respective rights and obligations concerning the provision of prosecutorial services;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. The City does hereby contract with the Prosecutor for the provision of prosecutorial services at all Provincial Offences court dates scheduled by the City.
2. The Services to be provided by the Prosecutor shall be as follows:
  - (a) Prosecution of cases in the Provincial Offences Court for violations of Provincial Statutes and Regulations thereunder, performing the full range of litigatory and prosecutorial tasks which include evaluating information and reports, questioning witnesses, considering evidence, determining merits of cases and deciding whether or not to prosecute, compelling attendance of accused and witnesses and the production of evidence, arguing the case before a Justice of the Peace, examining and cross-examining witnesses, preparing for and rendering defence arguments and all other tasks necessary to the fair prosecution of the case.
  - (b) Prosecutes cases in Provincial Offences Court for offences against municipal by-laws.
  - (c) Performs litigatory duties in preparation for cases, such as attending to disclosure matters with defence counsel and securing agreement with respect to production of evidence at trial.
  - (d) Provides consultation to police officers, court administrators, and the public, answering questions as to procedure and giving opinions as to the prosecutorial merit of reported incidents.

- (e) Provides all of the above services in both official languages.
  - (f) Acknowledges that travel to satellite court in Kirkland Lake is required.
3. The City shall pay the Prosecutor for services rendered as follows:
- (a) For all time spent in rendering the services indicated above, the sum of \$75.00 per hour.
  - (b) For travel, the sum of \$50.00 per hour;
  - (c) Mileage allowance will be paid at a rate of \$0.53/km;
  - (d) Disbursements as incurred (e.g. long distance calls, photocopies, etc.)
4. It is acknowledged by the City and by the Prosecutor that the Prosecutor is an independent contractor and not an employee of the City.
5. This agreement may be terminated by either party without cause, provided that not less than 60 days notice of such termination is provided in writing to the other party.
6. Except as otherwise provided in this agreement, the Prosecutor may not assign this agreement without the express written consent of the City, which consent may be unreasonably withheld.

**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 )

**Court Prosecutor**

\_\_\_\_\_  
Prosecutor - Phillip Jones

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

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

**By-law No. 2017-134**

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

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

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

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

**And whereas** Council adopted By-law No. 2015-030 to appoint community representatives to various Committees and Boards for 2015-2018 term of Council;

**And whereas** Council considered Memo No. 005-2017-PPP at the October 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2015-030 to appoint Emily Disley as a member to the Community Emergency Management Program Committee for consideration at the March 7, 2017 Regular Council meeting;

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

1. That Schedule "A" to By-law No. 2015-030, as amended be further amended by appointing **Brad Hearn** IT Administrator as a community representative to the Community Emergency Management Program Committee for the 2014-2018 term of Council;

**Read a first, second and third time and finally passed** this 17<sup>th</sup> day of October, 2017.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2017-134**

**Being a by-law to amend By-law No. 2015-030, as amended  
being a by-law to appoint community representatives to  
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**And whereas** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**And whereas** Council adopted By-law No. 2015-030 to appoint community representatives to various Committees and Boards for 2015-2018 term of Council;

**And whereas** Council considered Memo No. 005-2017-PPP at the October 17, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2015-030 to appoint Emily Disley as a member to the Community Emergency Management Program Committee for consideration at the March 7, 2017 Regular Council meeting;

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

1. That Schedule "A" to By-law No. 2015-030, as amended be further amended by appointing **Brad Hearn** IT Administrator as a community representative to the Community Emergency Management Program Committee for the 2014-2018 term of Council;

**Read a first, second and third time and finally passed** this 17<sup>th</sup> day of October, 2017.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2017-135**

**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 October 17, 2017**

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

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

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

**And whereas** it is the desire of the Council of The Corporation of the City of Temiskaming Shores to confirm proceedings and By-laws;

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

1. That the actions of the Council at its Regular meeting held on **October 17, 2017** with respect to each recommendation, by-law and resolution and other action passed and taken or direction given by Council at its said meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. That the Mayor, or in his absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor, or in his absence the presiding officer, and the Clerk are hereby directed to execute all documents required by statute to be executed by them, as may be necessary in that behalf and to affix the corporate seal of the municipality to all such documents.

**Read a first, second and third time and finally passed** this 17<sup>th</sup> day of October, 2017.

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Mayor – Carman Kidd

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Clerk – David B. Treen